VINEYARD
STAY CONNECTED

**NOTICE OF A WORK SESSION AND REGULAR MEETING OF THE VINEYARD CITY COUNCIL**
**November 8, 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, November 8, 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. DISCUSSION ITEMS**

**3.1 Vineyard Recreation Program**– Students from the BYU Recreation Experience Design Lab will present a Feasibility Study and Implementation Plan for recreation programs in Vineyard along with their recommendations.

**3.2 Union Pacific -** Nathan Anderson, Director of Public Affairs will be here to have a discussion with the council regarding the rail spur removal.

**4. OPEN SESSION –** Citizens' Comments (15 minutes)

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

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

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

**7. STAFF REPORTS**

- City Manager/Finance Director – Jacob McHargue
- Public Works Director/Engineer – Don Overson
- City Attorney – David Church
- Utah County Sheriff's Department – Sergeant Holden Rockwell – Quarterly Report
- Community Development Director – Morgan Brim
- City Recorder – Pamela Spencer
- Building Official – George Reid – Monthly Report
- Water/Sewer Operator Sullivan Love - Timpanogos Special Service District - Board Member

## **REGULAR SESSION**

**8. MAYOR'S APPOINTMENTS**

No appointments were submitted.

**9. CONSENT ITEMS**

a) Approval of the October 25, 2017 City Council Meeting Minutes

**10. BUSINESS ITEMS**

**10.1 DISCUSSOIN AND ACTION – Preliminary Plat Approval for the Geneva Retail Frontage Subdivision** *(15 minutes)*

Jerry Grover, with Anderson Geneva Development, is requesting approval for a preliminary plat. The proposed property is located at 350 N. Geneva Road and is within the Regional Mixed-Use zoning district. The applicant is proposing to subdivide the property into eleven (11) lots. The mayor and City Council will take appropriate action.

**10.2 DISCUSSION AND ACTION – Purchase of Robins Property** *(15 minutes)*

City Manager/Finance Director Jacob McHargue will present the proposal for the purchase of property located just west of Gammon Park. The mayor and City Council will take appropriate action.

**10.3 DISCUSSION AND ACTION – Amended Utah County Sheriff's Contract** *(15 minutes)*

City Manager Jacob McHargue will present the amended contract with the Utah County Sheriff's Office. The mayor and City Council will take appropriate action.

**10.4 DISCUSSION AND ACTION** – **2018 City Council Meeting Schedule** *(5 minutes)*

City Recorder Pamela Spencer will present the suggested City Council meeting schedule for the 2018 calendar year. The mayor and City Council will take appropriate action.

## 11. CLOSED SESSION

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

(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

## 12. ADJOURNMENT

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

The next regularly scheduled meeting is December 13, 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 Salt Lake Tribune and Daily Herald, posted at the Vineyard City Hall, the Vineyard City Offices, 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:** November 7, 2017

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

VINEYARD
STAY CONNECTED

# VINEYARD CITY COUNCIL STAFF REPORT

**Date:** November 8, 2017

**Agenda Item:** 3.1

**From:** Mariah Hill

**Department:** Administration

**Subject:** Vineyard Recreation

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**Background/Discussion:** As the Vineyard has grown, the possibility of creating a city-run recreation program has come up multiple times. In order to get a better idea of if this is plausible, the city staff has worked with students in BYU's Recreation Experience Design Lab to collect and analyze data via a survey sent to residents and create a feasibility study and implementation plan for Vineyard Recreation. The feasibility study and implementation plans are attached for review.

**Fiscal Impact:** Please see attached for costs and budgets.

**Recommendation:** The data collected and research done by the BYU students suggests that Vineyard should begin offering youth soccer, races (5k, 10k, triathlons, etc.), and lakeside water sports.

**Alternatives:** The alternative would be to offer some or none of the suggested programs.

**Attachments:** Attachments are the Vineyard City Recreation Feasibility Plan and Vineyard City Recreation Implementation Plan. Both are documents created by students in the BYU Recreation Experience Design Lab.

# Vineyard City Recreation Feasibility Plan

## Collective

With Utah leading the US population in growth, Vineyard, once a small town, is the fastest-growing city in the state. Looking at Vineyard's demographics, the population is comprised of approximately 10,250 residents and this number is expected to rise rapidly over the next years. Of Vineyard's current residents, the majority reside in smaller families of four, with children under the age of 14. Due to the growth and the family-oriented community, the following information has been compiled to assess the feasibility of a city-run recreation program.

## Process Work

To discover the areas of recreation that Vineyard families are involved in or wish to be involved in, we sent a survey to Vineyard residents and we received approximately 500 responses. From these responses, we discovered that the majority of families had either four or five members and that the largest age group within a Vineyard family was three to five years-old.

We surveyed Vineyard residents to discover (1) what sports their family currently participates in, (2) what youth sports their family would participate in if Vineyard offered it, (3) what adult sports their family would participate in if Vineyard offered it, (4) if any member of their family has a gym membership and if so, what gym that person attends, (5) what sports league their family currently participates in (i.e. Orem youth soccer), and (6) what additional comments or questions they may have.

From our data, we discovered the majority of Vineyard families participate in youth soccer, water sports (paddle boarding, canoeing, kayaking), races (triathlons, 5K's, etc.), youth baseball, youth basketball, and adult softball. We also discovered the six sports Vineyard families wish to participate in are youth soccer, youth baseball, youth basketball, water sports, races, and adult softball.

Analyzing our data, we discovered an obvious split between water sports, adult softball, youth soccer, youth baseball, youth basketball, and races and all other sports mentioned in the survey. This indicated a definite interest in the above named sports from the majority of respondents.

We then reached out to recreation directors of the following surrounding cities: Provo, Orem, Lindon, and Springville. Data was collected on the entirety of their recreation budgets: staffing costs, equipment and uniform costs, area or field costs, maintenance costs, and promotion and scheduling costs (ie. the sport's website). The following data has been accumulated from the various recreation budgets of Provo, Orem, Lindon, and Springville. Specifically, we gained the majority of our budget research from Provo and the soccer budget research from Springville.

# Water Sports

**Budget**

This budget estimates the cost of running a watersports program for 450 participants, which is the approximate volume of people that will be participating in watersports as indicated in the survey results.

**Cost of Equipment.**

| Item | Cost per Item | Quantity | Total Cost/Item |
|---|---|---|---|
| Canoe | $448.00 | 10 | $4,480.00 |
| | $448.00 | 15 | $6,720.00 |
| Paddleboard | $399.00 | 10 | $3,990.00 |
| | $399.00 | 15 | $4,985.00 |
| Kayak | $188.00 | 10 | $1,880.00 |
| | $188.00 | 15 | $2,820.00 |
| Canoe Paddles | $30.00 | 20 | $600.00 |
| | $30.00 | 30 | $900.00 |
| Paddleboard Paddle | $40.00 | 10 | $400.00 |
| | $40.00 | 15 | $600.00 |
| Kayak Paddle | $40.00 | 10 | $400.00 |
| | $40.00 | 15 | $600.00 |
| Adult Lifejacket | $40.00 | 5 | $200.00 |

| | | | |
|---|---|---|---|
| | $40.00 | 7 | $280.00 |
| Child Lifejacket | $30.00 | 5 | $150.00 |
| | $30.00 | 7 | $210.00 |
| Storage | $75-$140 / month | | $1,700 / year (maximum) |
| Staffing | $9/ hr | | |
| **Total Cost for 10 Users** | | | **$12,100.00** |
| **Total Cost for 15 Users** | | | **$17,115.00** |

**Cost of Staffing.** Because the marina will only be open for certain periods of the year, staff to run the marina shed will be temporary employees. Temporary employees will be paid approximately $9 per hour. Additionally, due to Utah weather, the marina will be open, approximately, between May 1st and September 20th of each year. Additionally, the marina will be open on Monday through Friday from 12 - 8pm, Saturday from 9am - 8pm and Sunday from 10am - 6pm.

**Cost of Storage.** The following cost of storage data comes from the Lindon Marina. As Vineyard's population remains relatively low compared to neighboring cities, Vineyard can temporarily store watersports equipment in a storage unit. To store about 10-15 paddleboards, canoes, kayaks, lifejackets, and paddles, a monthly fee for about five storage units will need to be accounted for. This being said, monthly storage costs for each unit will come out to be $75 to $140 per month.

**Engineering and Design.** Vineyard has watersports recreational space at the Vineyard Beach. However, to accommodate for water sports programming, Vineyard may need to redesign a few of their open green spaces near Utah Lake. Open green spaces that are undeveloped near the lakeside can be modified for grilling, lounging, and recreational use. Items that can be added to create a richer recreational experience are grills, park pavilions, park benches, and park tables. Additionally, landscaping can be added for the lakeside's beautification.

**Available Facilities and Scheduling.** Vineyard has watersports recreational space at the Vineyard Beach. Here, there is ample space to place a recreational storage facility to store equipment. Water sports is a relatively low-maintenance sport when it comes to scheduling.

Participants can schedule canoes, kayaks, and paddleboards through the Vineyard Recreation website and pick up the equipment when they arrive at the Vineyard Beach.

**Recommendation.** We would recommend Vineyard begin offering water sports offerings as soon as the lakeside is made available for occupancy. Vineyard already has available lakeside space and although watersports requires a large upfront cost, maintenance costs are relatively low.

## Adult Softball

Stated below are the costs, availability, and recommendation for adult softball. At this time, it is **not recommended** for Vineyard Recreation to provide adult softball to the local population. There are no adequate available facilities for the sport and other youth sports have a higher demand. The following topics will provide further detail of why this is not suggested.

**Number of Possible Participants**: 15 teams, 10 per team. Total = 150 players.

**Cost Estimate**:

| **Item** | **Cost Per Item** | **Quantity** | **Total Cost** |
|---|---|---|---|
| Jerseys | $15.00 | 150 (15 Teams) | $2,250.00 |
| Bats | $10.00 | 45 (3/team) | $450.00 |
| Officials | $12.00/ hour | | |
| Official Whistles | $5.50 | | |
| Official Shirts | $12.00 | | |
| Rule Books | $1.50 | | |
| Softballs | $8.00 | 150 (10/team) | $1,200.00 |
| | | | |
| | **Total Cost** | | **$3,900.00** |

(All revenues listed below are factored using 15 teams).
Double Header : 16 games, $550 / team = $8,250
Single Header league: 10 games $350 / team = $5,250
Single Header Fall: 7 games : double elimination tournament, $305 / team = $4,575

Double Header Fall: 12 games, plus double elimination, $480 / team = $7,200

**Engineering and Design.** In order to accommodate as many youth sports and adult sports for Vineyard Recreation, some sports will be prioritized over others as a result of demand. Redesigning some fields would need to be done in order to accommodate the number of teams.

**Available Facilities and Scheduling.** To accommodate the demands of the program, this sport would need the outside facility of Lakeside Park. It has the space available to hold multiple softball fields. Some games could be played one night of the week, after working with Orem City. Other fields would be needed in addition to Lakeside Park during the remaining days of the week to complete all games.

**Recommendation.** We suggest not providing adult softball at this time. Since the Lakeside Park is only available to Vineyard Recreation one night a week, it is not feasible to rank adult softball above youth soccer. Youth soccer has a higher demand. The fields are already prepared for soccer fields and as such requires less city workers to adapt to the softball sport. If Vineyard is able to acquire more evenings of the Lakeside Park per week and has enough demand from adults, we believe this program would be successful and feasible. If Lakeside Park is unavailable and Vineyard's own fields are completed, we also believe providing adult softball would encourage the population to participate.

## Youth Soccer

Through our research, we found that Vineyard residents had a great interest in youth soccer. We found that implementing soccer would be feasible and we would **recommend** starting youth soccer for the Spring 2018 season.

**Number of Possible Participants.** From our survey results, we saw that about 70% of those who responded said that their family would be interested in participating in youth soccer if Vineyard offered it. We believe it is possible that about 1,000 people would be interested in participating in youth soccer.

**Cost Estimate.** This estimate is based on 300 youth soccer participants (30 teams)
Costs have been estimated based on Springville youth soccer

| **Item** | **Cost per Item** | **Quantity** | **Total Cost** |
|---|---|---|---|
| Jerseys | $13.00 | 600 | $7,800.00 |

| | | | |
|---|---|---|---|
| Soccer Balls | $11.00 | 100 (2 per team) | $1,100.00 |
| Coach Whistles | $2.50 | 100 (2 per team) | $250.00 |
| Alumna Soccer Goals | $1,475.00 | 2 | $2,950.00 |
| Portable Soccer Goals | $130.00 | 2 | $260.00 |
| Field striping equipment | $2,500.00 | 1 | $2,500.00 |
| | | | **Total Cost: $14,860.00** |
| Registration Fee | $45.00 | 600 | **$27,000.00** |
| | | | **Total Revenue: $27,000.00** |

Official costs: Vineyard will also need to hire part-time officials to officiate games. Hourly costs for these officials range from $7.25-$12.00. Shirts and whistles will also need to be purchased for officials.

**Engineering and Design.** To accommodate youth soccer programming, Vineyard may need to redesign a few of their fields or green spaces throughout the city. Fields that are large enough for soccer fields could be easier modified by adding goals and painting lines on the fields. Green spaces that are not large enough for regulation soccer fields could be adapted slightly and used for practice fields.

**Available Facilities and Scheduling.** Vineyard already has field space available to accommodate soccer fields. Smaller green spaces throughout neighborhoods and in smaller parks could be used as practice fields. Vineyard would need to schedule these green spaces to teams each week so they all have a specific practice time and location. Vineyard is working to gain access to fields at Lakeside Parks one night a week. They could utilize this space for both practices and games.

**Recommendation.** We would recommend Vineyard begin offering youth soccer programming as soon as fields are made available and ready for play. Vineyard already has available field space and soccer requires little equipment.

# **Youth Baseball**

Stated below are the costs, availability, and recommendation for youth baseball. At this time, it is **not recommended** for Vineyard Recreation to provide baseball due to the lack of available facilities for the sport. The following topics will provide further detail of why this was not chosen.

**Number of Possible Participants.** From our survey results, we saw that about 50% of those who responded said that their family would be interested in participating in youth baseball if Vineyard offered it. We believe about 700 people would be interested in participating in youth baseball. For the first few years of programming, we would suggest that Vineyard limit the number of participants to 300 (20 teams).

**Cost estimate**

| **Item** | **Cost per Item** | **Quantity** | **Total Cost** |
|---|---|---|---|
| Jerseys | $13.00 | 600 | $7,800.00 |
| Soccer Balls | $11.00 | 100 (2 per team) | $1,100.00 |
| Coach Whistles | $2.50 | 100 (2 per team) | $250.00 |
| Alumna Soccer Goals | $1,475.00 | 2 | $2,950.00 |
| Portable Soccer Goals | $130.00 | 2 | $260.00 |
| Field striping equipment | $2,500.00 | 1 | $2,500.00 |
| | | | **Total Cost: $14,860.00** |
| Registration Fee | $45.00 | 600 | **Total Revenue: $27,000.00** |

Official costs: Vineyard will also need to hire part-time officials to officiate games. Hourly costs for these officials range from $7.25-$12.00. Shirts and umpire gear will also need to be purchased for officials.

**Engineering and Design.** To accommodate youth baseball programming, Vineyard would either need to build a baseball facility or redesign a few of their fields so that regulation games could be played there. To build a baseball facility, Vineyard would need to acquire a large lot of land and invest in building the field and corresponding facilities.

**Available Facilities and Scheduling.** At this time, Vineyard does not have a facility available to run youth baseball. A possible scheduling solution would be to work with Orem and gain access to the baseball fields in Lakeside Park. This could be challenging though because Vineyard would need to find space to hold practices and games for all of their city league teams.

**Recommendation.** At this time, we would not recommend offering youth baseball in Vineyard. Vineyard does not own or have access to sufficient facilities to run a successful league. Even if the city gained access to the Lakeside Park fields one day week, this would not be sufficient time or space to accommodate an entire baseball league. If Vineyard was able to gain access to Lakeside Park for several nights a week, baseball programming may be more plausible. If Vineyard chose to build new fields and facilities, a large investment by the city would need to be made. In this case, baseball programming would be many years down the road.

## Youth Basketball

Stated below are the costs, availability, and recommendation for youth basketball. At this time, it is **not recommended** for Vineyard Recreation to provide basketball due to the lack of available facilities. However, there was substantial interest from the residents of Vineyard and we would recommend implementing youth basketball as facilities become available. The following topics will provide further detail of why this was not suggested.

**Number of Possible Participants**. From our survey results, we found that 46% of respondents said that their family would be interested in participating in Youth Basketball if it was offered. We believe approximately 1,900 youth would participate in youth basketball. For the initial years we would suggest limiting the number of participants to 250 participants (30 teams/appx. 8 youth per team) due to the sparse amount of available space for practice and game play.

**Cost Estimate.** This estimate is based on 250 participants with 30 teams.

| **Item** | **Cost per Item** | **Quantity** | **Total Cost/Item** |
|---|---|---|---|
| Jerseys | $8.00 | 250 | $2000.00 |
| Balls | $20.00 | 30 | $600.00 |

| | | | |
|---|---|---|---|
| Coach Whistles | $2.50 | 60 (2 per team) | $150.00 |
| Referee shirts | $20.00 | 15 | $300.00 |
| | | | **Total Cost: $3,050.00** |
| Registration Fee | $40.00 | 250 | **$10,000.00** |
| | | | **Total Revenue: $10,000.00** |

Official costs: Vineyard must also hire part-time officials to officiate games. Hourly costs for these officials are approximately $10.00-$12.00. Additionally, Vineyard would need to hire workers to manage the scoreboard and clock throughout the game. Renting venues would also need to be added into the final cost of youth basketball programming

**Engineering and Design**. To accommodate youth basketball programming, Vineyard would either need to build a facility or reach out to various schools in the area to use their gymnasium for games during the season. Furthermore, a highly detailed schedule would be required to accommodate adequate times for teams to practice. Moreover, given the large LDS population coaches may be able to schedule practice time at their respective church buildings.

**Available Facilities and Scheduling.** At this time, Vineyard does not have a designated facility available to run youth basketball out of. A possible scheduling solution would be to work with various nearby schools in Provo or Orem to gain access to their gymnasiums for game play and practice times for teams. This could be challenging due to the amount of programming that is already working through schools in the area and the time requirement for practice and games.

**Recommendation.** At this time, we would not recommend offering youth basketball in Vineyard. Vineyard does not own nor have access to the necessary facilities that are required to run a successful league. If the city is able gain access to all, or most, available gymnasiums in the surrounding areas for several nights a week during basketball season, we do believe it would be adequate to support an entire league. The best scenario for providing a city youth basketball league would be several years down the road when Vineyard has facilities to offer for games and practice times. A large investment by the city would need to be made, thus, basketball programming would not be feasible at this time.

## Rock Climbing

Stated below are the costs, availability, and recommendation for rock climbing. At this time, it is **not recommended** for Vineyard Recreation to provide rock climbing due to the lack of available facilities for the sport. The following topics will provide further detail of why this was not suggested.

**Number of Possible Participants.** The participants that would be involved in the sports would likely be approximately 100 to 150 participants on a weekly basis. This number is consistent with surrounding climbing institutions such as the Quarry and Momentum. Approximately fifteen percent of their residents attend their local climbing gyms on a weekly basis. The age range that would likely participate in this recreational activity would be from 18 to 35 years of age.

**Cost Estimate**

*Cost for Vineyard City*

Depending on the type of materials selected, the cost of building a climbing wall can range from approximately $30 - $40 per square foot. Climbing walls typically can range from 30 feet and higher, and 10 feet or more in width. This would estimate a single 30 by 10 foot climbing wall to be $9,000. Larger facilities such as the Quarry have 13,000 square feet of climbing wall, summing the overall price of a climbing wall to be well over $500,000. The estimated costs of one climbing wall, excludes prepping the wall before the wall is put up. For 100 to 150 participants, an estimated of fifty pairs of shoes and harnesses would need to be purchased, this would equal approximately $7,500 in rental gear costs. The estimated costs provided above, exclude the cost of purchasing and maintaining a facility and the cost of the operations involved.

*Cost for Participants*

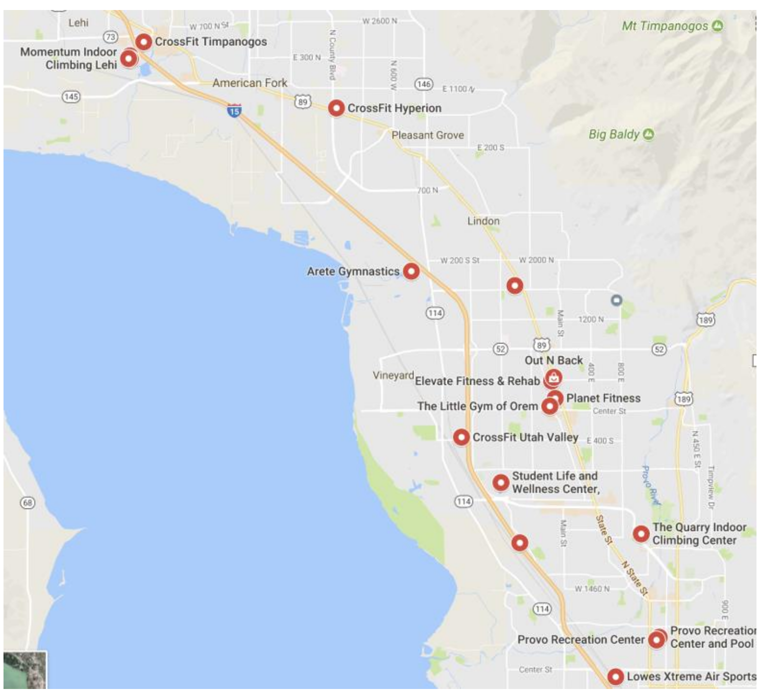
| | **Quarry** | **Momentum** | **UVU Health and Wellness Center** | **Recommended Price Point for Vineyard** |
|---|---|---|---|---|
| **Child** | $12.00 | $12.00 | n/a | $12.00 |
| **Adult** | 18 | 18 | 10 | $18.00 |

| | | | | |
|---|---|---|---|---|
| **Group** | 12 | n/a | 10 | $12.00 |
| **Rentals (Shoes)** | 3 | 5 | 3 | $5.00 |
| **Rentals (Harness)** | 4 | 4 | 2 | $5.00 |

**Engineering and Design.** The engineering and design of a climbing gym can vary depending on the company hired to carry out the design plan and the type of facility used.

**Available Facilities and Scheduling.** Currently Vineyard does not have appropriate facilities to support a climbing gym, that would be affordable for the city.

**Recommendation.** We believe opening a climbing gym would include extremely high upfront costs. In order for Vineyard to remain competitive and relative to other climbing gyms in terms of their price point, we foresee it to be difficult to recuperate the money invested. As there are also many gyms in the surrounding areas, we do not recommend rock climbing as one of the recreational sports that should be offered by Vineyard city. However, in any case that it was chosen to be implemented, we believe it is best to build a climbing gym that is relatively small, such as in a recreation center, similar to the Provo Recreation Center.



# Races (Triathlons, 5K's, etc.)

Through our research we found substantial interest in races from the residents of Vineyard. Our research has shown that implementing seasonal races is a feasible option and we would **recommend** beginning races in Spring 2018.

**Number of Possible Participants.** Amongst the list of recreational activities suggested, races was the third most popular activity in which families are currently participating in. A total of 42% of adults stated that they would be interested in participating in a race organized by Vineyard, while 34% of the youth would be interested in participating. We estimate as the number of races in Vineyard increased, the amount of participants would decrease per race. However, we would project the number of participants for Vineyard's first year putting on a race to be 500 participants.

**Cost Estimate.**
*Expected Revenue*

| | |
|---|---|
| # of Expected Registrations | 500 |
| Cost Per Registration | $50 |
| Sponsorship | n/a |
| **Total Sales** | $25,000 |

*Expected Costs*

| Item | Cost Per Item | Quantity | Total Cost |
|---|---|---|---|
| Port-a-Potties | $125.00 | 6 (Use 5 - 6 hours) | $750.00 |
| Police | 0 | 5 | 0 |
| First Aid | 0 | 5 | 0 |
| Water | 0.10 ($4/ case of 40) | 800 | $80.00 (800 bottles) |
| Table Rental | $6.00 | 15 | $90.00 |
| Chair Rental | $1.00 | 30 | $30.00 |
| Start/Finish Signage | $50.00 | 6 | $300.00 |

| | | | |
|---|---|---|---|
| Bibs | $0.20 | 500 | $100.00 |
| Paper Clips | $10.00 | 2 | $20.00 (2000 paper clips) |
| Paid Employees (Prior to day of event) | $10.00 | 10 x 15 (hours) | $1,500.00 |
| Volunteers (Day of) | 0 | 20 | 0 |
| Runner Packets (T-shirts, etc.) | $15.00 | 500 | $7,500.00 |
| Medals | $1.50 | 500 | $750.00 |
| | | **Total Cost** | **$11,120.00** |

***Cited Sources:***
*Cost Calculator - https://www.chronotrack.com/race-management-cost-calculator/*
*Permits - http://www.provo.org/home/showdocument?id=22*
*Port-a-Potties - http://www.mrpottyrental.com/portable-toilet-rental-orem-ut/*
*Water - https://www.costco.com/*
*Table/Chair Rental - http://rentals801.com/falls-specials?gclid=Cj0KCQjwm9vPBRCQARIsABAIQYfcqiNw7_oED6svzpwr0gbmXo-8asghk7lvVF-YeNPp2CGXaSfoqf4aAlBrEALw_wcB*
*Start/Finish Signage - https://printandmail.byu.edu/home/content.php?page=print/printcenters&section=about/about*
*Bibs - https://printandmail.byu.edu/home/content.php?page=print/printcenters&section=about/about*
*T shirts - https://www.printful.com/custom/shirts*
*Medals - https://www.crownawards.com/StoreFront/MIG.Insert_Medals.cat?gclid=Cj0KCQjwm9vPBRCQARIsABAIQYf9y-ZbnoO3QoKs-1P0zi5jVEQ46Zb8HqyXbZ8DIkOzqjPge5bov10aAqmlEALw_wcB*

**Seasonal Races.** The prime time for holding race events would be during spring and fall. The following months that represent these seasons are March to May and September to November. The most popular holidays during these months are Easter, Halloween and Thanksgiving. Having a yearly race that have any one of these themes would be highly recommended.

**Engineering and Design.** To accommodate races throughout the city, Vineyard would need to designate a variety of trails that will be used for races depending on the length. Vineyard must also proactively reach out to local road construction and law enforcement to section off pathways within the city for the event. This would only need to be done during the day(s) leading up to the race and day of the event. There are plenty of scenic pathways throughout the city that are prime space for implementing several races throughout various times of the year.

**Available Facilities and Scheduling.** Implementing races would not require heavy use of any facilities in Vineyard. On the day of the race there would need to be a meeting point and end point for racers; this can easily be accomplished at a building or in one of the many green spaces dispersed throughout the city. Furthermore, races are usually completed on Saturday mornings, a time that should enable a great amount of availability amongst several available areas in the city. Additionally, Vineyard should be proactive in advising residents when races are going to happen, this will be beneficial even for those not choosing to participate. Creating and distributing a document that details time of race, roads that will be used, and applicable detours will be pertinent to the safety for those participating and create ease for those not participating.

**Recommendation.** At this time, we would highly recommend implementing races for the City of Vineyard. Vineyard offers beautiful routes within its city. Holding seasonal races may not only attract local residents but encourage locals from other cities to participate. Anticipating our projection of attendees, we anticipate that we the return for races will be well above the break-even point. Considering the high interest in races we feel that offering this activity would be a wise investment in recreation programming for Vineyard and it’s residents.

# Vineyard City Recreation Implementation Plan

Below is a detailed list of information regarding youth soccer, races, and water sports in which the City of Vineyard could provide their residents. Each section contains the topics of budget, timeline, growth, season length, etc.

**Employment**

*Recreation Coordinator*
To successfully run Vineyard's recreation activities we suggest hiring a full-time recreation coordinator. The recreation coordinator will be responsible for running sports programs as well as other city events. The salary of the recreation coordinator could range from $35,235.00 - $52,728.00 or $16.25 - $25.00 per hour (Lindon Recreation). We suggest setting the recreation coordinator salary at $35,235.00 to keep costs low in the first few years of programming.

*Interns*
To aid the recreation coordinator, we suggest bringing in 2-3 interns during the soccer seasons. These interns could be unpaid and would not incur additional costs to the city.

*Temporary Employees*
Temporary employees including site supervisors, referees, program instructors, and other employees, would be needed. Site supervisors will also be responsible for field striping. Temporary employees would be employed for the duration of the soccer seasons. Based on data from Lindon Recreation, temporary employees will be paid between $7.25 - $15.00 per hour based on position. Vineyard should budget $14,000.00 for all wages for temporary employees.

# Youth Soccer Implementation Plan

This implementation plan will include information concerning introducing youth soccer to Vineyard and how to operate it throughout the year.

**Leagues**

*Age Groups*
Youth soccer leagues will be based on grade level. We suggest forming 5 different leagues based on the following age groups:

- Preschool/ Kindergarten
- 1st-2nd grade
- 3rd-4th grade

- 5th-6th grade
- 7th-9th grade

*Number of Teams and Players*
Based on standard youth soccer league procedures, we suggest placing no more than 12 players on a single team.

To run a competitive league we also suggest forming 10 teams per grade level league. This would equal a total of 50 teams.

*Coaches*
Coaches will be volunteer parents from each team. Each team will have 1-2 coaches.

**Season Schedule**

*Season Length*
We suggest running two sessions of youth soccer throughout the year. This would allow more players to participate and Vineyard could compete with other cities' leagues. The Spring and Fall season lengths are listed below:

- Spring: Mid-March - Early May
- Fall: Late-August - Early October

*Game and Practice Schedule*
Each team would play one game per week. Games would be held on weeknights (Tuesday, Wednesday, Thursday) and on Saturday mornings and afternoons.

Each team will be assigned a weekly practice time and location. Practices will be held on available fields and neighborhood green space. The recreation department will schedule and assign practice locations.

**Field Requirements**

*Field Size*
Field sizes are based on the age group of players. Younger players (Preschool - 2nd grade) will play on half-size fields (15 x 30 yards).

Field sizes for older players vary based on age. We suggest setting one standard field size for older players to make field striping and scheduling logistics simpler. This way all older leagues could use the same fields. For full-size fields we suggest using 50 x 80 yard fields.

**Equipment**

*Equipment Longevity/Replenishment*
Equipment used for youth soccer will need to be replaced and/or replenished periodically. Based on the city of Lindon's recreation replenishment budget, we suggest that Vineyard budgets, at most, $4,000.00 for replacing and replenishing equipment annually. This budget could also be used to make additional equipment purchases when necessary.

**Preparation Timeline**

This timeline details what tasks need to be accomplished leading up to a Spring season of youth soccer. This timeline can be adapted to the Fall season by adjusting the months.

| November | December | January | February | March |
|---|---|---|---|---|
| Establish budget | Set-up registration | Begin online registration | Train part-time staff | Set specific practice and game Schedules per team |
| Set season game schedule | Order jerseys | Post job openings for part-time staff | End registration (last week) | Email team confirmation to players/coaches |
| Advertise on city website | Order equipment | Interview and hire part-time staff | Organize teams | Stripe fields |
| | Advertise through reminder email | | | |

**Growth**

As Vineyard's population grows, interest and participation in youth soccer can also be expected to increase. To measure the growth in interest, we suggest capping registration at a certain point and then keeping a waitlist of those who were not able to register. This way, Vineyard will have a record of how much the youth soccer program could grow for future seasons.

## Team Assignments

*Matching Request*
Each child will be able to request one other child to be placed on the same team. However, this request will only be granted if the child you are requesting also requests you. For example if John Doe requests to play with Scott Smith and Scott Smith requests to play with John Doe, they will be put on the same team. However, if John Doe requests Scott Smith but Scott Smith doesn't request John Doe, or requests someone else, there will be no guarantee that they will be placed on the same team. Participants may request more children than one, but in the case of 3 or more, must be accompanied by a guaranteed coach for the group/team. These requests require that children sign up by the registration deadline. No requests will be taken with late registrations.

*Team Formation*
Teams will be formed by geographic school areas using a random draw with consideration given to gender, school, matching request, and grade. Coaches' children will be put on the team they are coaching. No participants are allowed to switch teams or play on a team where they have not been assigned. Participants are asked to sign up in the appropriate grade and include which school they attend. Participants will not be allowed to "play-up" or "play down". Vineyard Parks & Recreation recognizes that children come in all sizes and skill levels, but it is our policy to make every effort to place participants on teams with children of their same grade. Non-resident participants will be placed on teams that are close to their geographic area by a Recreation Coordinator. Non-resident teams are composed of eight percent or more of team participants. (The following link indicates Provo City's Recreation process of team assignments. We suggest adapting it to any other specific details Vineyard City needs.
**http://www.provo.org/home/showdocument?id=9155\)**

## Budget

This budget estimates costs to run a league of 600 players (10 teams of 12 players in each 5 age categories). Fall and Spring season budgets will be the same except for one-time line item costs.

Costs have been estimated based on Springville youth soccer

| Item | Cost per Item | Quantity | Total Cost |
|---|---|---|---|
| Jerseys | $13.00 | 600 | $7,800.00 |
| Soccer Balls | $11.00 | 100 (2 per team) | $1,100.00 |

| | | | |
|---|---|---|---|
| Coach Whistles | $2.50 | 100 (2 per team) | $250.00 |
| Alumna Soccer Goals | $1,475.00 | 2 | $2,950.00 |
| Portable Soccer Goals | $130.00 | 2 | $260.00 |
| Field striping equipment | $2,500.00 | 1 | $2,500.00 |
| | | **Total Cost** | **$14,860.00** |
| Registration Fee | $45.00 | 600 | **$27,000.00** |
| | | | **Total Revenue: $27,000.00** |

## Races Implementation Plan

Suggestions for race lengths based on other city recreation programming for adults and children are as follows; adults could have the option to do a marathon, half-marathon, 10K or 5K, children would have the option to do a 1 mile, ½ mile, or 200 yard dash. Times for each race would vary depending on length of race; marathon would be the earliest, followed by half marathon, 10k, and 5k. Timing for the children's races would likely be late morning to early afternoon. Furthermore, based on the number of registrations we would suggest staggering start times for the race to ensure space and ease for runners.

**Seasonal Races**

The prime seasons for holding race events would be Spring and Fall. The following months that represent these seasons are March to May and September to November. The most popular holidays during these months are Easter, Halloween and Thanksgiving. Having a yearly race that include any one of these themes would be highly recommended.  Initial ideas for seasonal races include:

- March: “Easter Run”
- June: “Summer Fun Run”
- September: “Racing Back to School”
- October: “Haunted Race”
- November: “Turkey Trot”

**Preparation Timeline**

| 6 Months | 5 Months | 4 Months | 3 Months | 2 Months |
|---|---|---|---|---|
| Choose event date & location | Build a budget | Confirm event, date & location | Begin making orders | Create race online (Eventbrite) |
| Check logistics e.g. permits, race path, date conflicts, etc. | Find sponsors | Create policies e.g. non-refundable but transferable | Port-a-potties, water, table/chair rental, start/finish signage, bibs, t-shirts, medals | Promote race, create strategic plan |
| Recruit employees & volunteers | | | | Open online registrations |

| 1 Month | 2 Weeks | 1 Week | Day Before | Day Of | After Event |
|---|---|---|---|---|---|
| Check RSVP's | Check RSVP's | Final meeting with all employees & volunteers, run down of days, assign roles, create individual running packets | Check weather, make changes accordingly | Meeting in the morning, set up e.g. registration table, drink stand, etc. | Send feedback emails |
| Receive ordered items and store | | Email "Day of Race" to RSVP | Pre-registration, pre-pick up for packets | | |

**Growth**

We anticipate the number of participants to grow as the Vineyard city population expands. Furthermore, as marketing for races is implemented we would expect participants to increase as well. However, we expect the larger holiday runs such as the Easter race and the Turkey Trot race to have a larger turnout, as more residents would be available to participate.

### Registration

We suggest using the site https://www.eventbrite.com/ for registration. This is an easy user interface that can manage a race of any size.

### Cost Estimate

*Expected Revenue*

| | |
|---|---|
| # of Expected Registrations | 500 |
| Cost Per Registration | $50 |
| Sponsorship | n/a |
| **Total Sales** | **$25,000** |

*Expected Costs*

| Item | Cost Per Item | Quantity | Total Cost |
|---|---|---|---|
| Port-a-Potties | $125.00 | 6 (Use 5 - 6 hours) | $750.00 |
| Police | 0 | 5 | 0 |
| First Aid | 0 | 5 | 0 |
| Water | 0.10 ($4/ case of 40) | 800 | $80.00 (800 bottles) |
| Table Rental | $6.00 | 15 | $90.00 |
| Chair Rental | $1.00 | 30 | $30 .00 |
| Start/Finish Signage | $50.00 | 6 | $300.00 |
| Bibs | $0.20 | 500 | $100.00 |
| Paper Clips | $10.00 | 2 | $20.00 (2000 paper clips) |
| Paid Employees (Prior to day of event) | $10.00/ hr | $10 x 15 (hours) | $1,500.00 |

| | | | |
|---|---|---|---|
| Volunteers (Day of) | 0 | 20 | 0 |
| Runner Packets (T-shirts, etc.) | $15.00 | 500 | $7,500.00 |
| Medals | $1.50 | 500 | $750.00 |
| | | **Total Cost** | **$11,120.00** |

## Watersports Implementation Plan

**Preparation Timeline**

This timeline details what tasks need to be accomplished leading up to May 1st, when watersports activities will be made available.

| December | January | February | March | April |
|---|---|---|---|---|
| Establish budget | Set-up online scheduling on website | Begin online registration | Train staff | Set specific hours of operation schedule for the season |
| Set season schedule | Research Equipment Storage Options | Post job openings for full-time, seasonal staff | Secure equipment storage facility | Complete lakeside beautification and recreation improvement plan |
| Advertise on city website | Begin lakeside beautification and recreation improvement plan | Interview and hire staff | | Pick up equipment and store in storage unit |
| Establish lakeside beautification and recreation | Advertise through reminder email | Order equipment | | Decide what the storage process every day looks like (who will bring equipment back to the |

| | | | | |
|---|---|---|---|---|
| improvement plan (lakeside clean-up, add grills, pavilions, etc.) | | | | unit and when) |

**Location**

Vineyard has watersports recreational space at the Vineyard Beach. However, to accommodate for water sports programming, Vineyard may need to redesign a few of their open green spaces near Utah Lake. Open green spaces that are undeveloped near the lakeside can be modified for grilling, lounging, and recreational use. Items that can be added to create a richer recreational experience are grills, park pavilions, park benches, and park tables. Additionally, landscaping can be added for the lakeside's beautification.

**Growth**

These costs account for current volume; however, with the rapid growth Vineyard is expecting in the coming years, the amount of equipment will likely need to rise.

**Program Schedule**

Due to the many snowfall and icy lakes that Utah experiences, the marina will be open approximately between May 1st and September 20th of each year. Additionally, the marina will be open on Monday through Friday from 12 - 8pm, Saturday from 9am - 8pm and Sunday from 10am - 6pm.

**Registration**

Water sports is a relatively low-maintenance sport when it comes to scheduling. Participants can schedule canoes, kayaks, and paddleboards through the Vineyard Recreation website and pick up the equipment when they arrive to the Vineyard Beach.

**Budget**

This budget estimates costs to run a watersports program for 450 participants, which is the approximate volume of people that will be participating in watersports, collected from survey data.

*Cost of Equipment*

| Item | Cost per Item | Quantity | Total Cost/Item |
|---|---|---|---|
| Canoe | $448.00 | 10 | $4,480.00 |
| | $448.00 | 15 | $6,720.00 |
| Paddleboard | $399.00 | 10 | $3,990.00 |
| | $399.00 | 15 | $4,985.00 |
| Kayak | $188.00 | 10 | $1,880.00 |
| | $188.00 | 15 | $2,820.00 |
| Canoe Paddles | $30.00 | 20 | $600.00 |
| | $30.00 | 30 | $900.00 |
| Paddleboard Paddle | $40.00 | 10 | $400.00 |
| | $40.00 | 15 | $600.00 |
| Kayak Paddle | $40.00 | 10 | $400.00 |
| | $40.00 | 15 | $600.00 |
| Adult Lifejacket | $40.00 | 5 | $200.00 |
| | $40.00 | 7 | $280.00 |
| Child Lifejacket | $30.00 | 5 | $150.00 |
| | $30.00 | 7 | $210.00 |

| | | | |
|---|---|---|---|
| Storage | $75-$140 / month | | $1,700 / year (maximum) |
| Staffing | $9/ hr | | |
| **Total Cost for 10 Users** | | | **$12,100.00** |
| **Total Cost for 15 Users** | | | **$17,115.00** |

*Cost of Staffing*
Because the marina will only be open for certain periods of the year, staff to run the marina shed will be temporary employees. Temporary employees will be paid approximately $9 per hour.

*Cost of Storage*
The following cost of storage data comes from the Lindon Marina. As Vineyard's population remains relatively low compared to neighboring cities, Vineyard can temporarily store watersports equipment in a storage unit. To store about 10-15 paddleboards, canoes, kayaks, lifejackets, and paddles, a monthly fee for about five storage units will need to be accounted for. This being said, monthly storage costs for each unit will come out to be $75 to $140 per month.

**Cited Sources.**

*Cost Calculator* - https://www.chronotrack.com/race-management-cost-calculator/
*Permits* - http://www.provo.org/home/showdocument?id=22
*Port-a-Potties* - http://www.mrpottyrental.com/portable-toilet-rental-orem-ut/
*Water* - https://www.costco.com/
*Table/Chair Rental* - http://rentals801.com/falls-specials?gclid=Cj0KCQjwm9vPBRCQARIsABAIQYfcqiNw7_oED6svzpwr0gbmXo-8asghk7lvVF-YeNPp2CGXaSfoqf4aAlBrEALw_wcB
*Start/Finish Signage* - https://printandmail.byu.edu/home/content.php?page=print/printcenters&section=about/about
*Bibs* - https://printandmail.byu.edu/home/content.php?page=print/printcenters&section=about/about
*T shirts* - https://www.printful.com/custom/shirts
*Medals* - https://www.crownawards.com/StoreFront/MIG.Insert_Medals.cat?gclid=Cj0KCQjwm9vPBRCQARIsABAIQYf9y-ZbnoO3QoKs-1P0zi5jVEQ46Zb8HqyXbZ8DIkOzqjPge5bov10aAqmlEALw_wcB

**Helpful links.**
https://www.classy.org/blog/9-week-plan-organizing-5k-charity-run/
https://www.raceentry.com/how-to-organize-a-5k
https://www.active.com/running/articles/how-to-organize-a-5k-a-guide-to-planning-your-first-race

VINEYARD
STAY CONNECTED

# VINEYARD CITY COUNCIL STAFF REPORT

**Date:** November 8, 2017

**Agenda Item:** 10.1 Geneva Retail Frontage Subdivision

**From:** Elizabeth Hart, Planner

**Department:** Community Development

**Subject:** Preliminary Plat

---

## Background/Discussion:

Jerry Grover, Anderson Geneva Development, is requesting approval for a preliminary plat. The proposed property is located at 350 N. Geneva Road, adjacent to the eastern section of the Edgewater development, and is within the Regional Mixed Use (RMU) zoning district.

The RMU district does not have standards for individual lots. The RMU zoning ordinance states that the minimum acreage for a development is ten (10) acres. The proposed property meets this requirement with a total of eleven (11) buildable lots totaling at 11.28 acres.

The property has a 55’ cross access and parking easement that is located along the property adjacent to Geneva Road, staff is working with the applicant to have the cross access and parking easement moved to the rear of property. There are three (3) accesses from Geneva Road, located between lots 3 and 4, lots 7 and 8, and lots 10 and 11. There is also an access from 400 North

## Recommendation:

On November 1, 2017, the Planning Commission recommended approval of the proposed Geneva Retail Frontage preliminary plat subject to the following conditions:

1. The cross access and parking easement be on the final plat.
2. The applicant pays any outstanding fees and makes any redline corrections.
3. The forthcoming final plat be in conformance with this preliminary plat
4. The applicant is subject to all local, state and federal laws.

Staff recommends the City Council grant approval of the proposed Geneva Retail Frontage preliminary plat subject to the four stipulations by the planning commission.

## Attachments:

Application
Preliminary Plat

**VINEYARD CITY COUNCIL STAFF REPORT**

**Date:** November 8, 2017

**Agenda Item:** 10.1 Geneva Retail Frontage Subdivision

**From:** Elizabeth Hart, Planner

**Department:** Community Development

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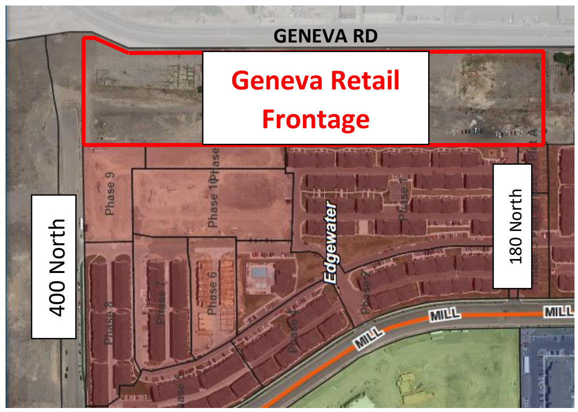
Application
Preliminary Plat

VINEYARD
COMMUNITY DEVELOPMENT

**Date:** November 8, 2017
**From:** Elizabeth Hart, Planner
**To:** City Council
**Item:** 10.1 Preliminary Plat Geneva Retail Frontage
**Address:** 350 N. Geneva Road
**Applicant:** Jerry Grover, Anderson Geneva Development




**INTRODUCTION:**
Jerry Grover, Anderson Geneva Development, is requesting approval for a preliminary plat. The proposed property is located at 350 N. Geneva Road, adjacent to the eastern section of the Edgewater development, and is within the Regional Mixed Use (RMU) zoning district.

**ANALYSIS:**
The RMU district does not have standards for individual lots. The RMU zoning ordinance states that the minimum acreage for a development is ten (10) acres. The proposed property meets this requirement with a total of eleven (11) buildable lots totaling at 11.28 acres.

The property has a 55' cross access and parking easement that is located along the property adjacent to Geneva Road, staff is working with the applicant to have the cross access and parking easement moved to the rear of property. There are three (3) accesses from Geneva Road, located between lots 3 and 4, lots 7 and 8, and lots 10 and 11. There is also an access from 400 North.

| LOT # | SIZE |
|---|---|
| 1 | 60,856 SF/1.40 AC |
| 2 | 43,560 SF/ 1 AC |
| 3 | 43,560 SF/ 1 AC |
| 4 | 43,560 SF/ 1 AC |
| 5 | 43,560 SF/ 1 AC |
| 6 | 43,560 SF/ 1 AC |
| 7 | 43,560 SF/ 1 AC |
| 8 | 43,560 SF/ 1 AC |
| 9 | 43,560 SF/ 1 AC |

| | |
|---|---|
| 10 | 43,560 SF/ 1 AC |
| 11 | 39,224 SF/ 1 AC |

**FINDINGS:**
With the proposed conditions, the proposed preliminary plat is in conformance with the standards and requirements set forth in the zoning ordinance.

**RECOMMENDATION:**
On November 1, 2017, the Planning Commission recommended approval of the proposed Geneva Retail Frontage preliminary plat subject to the following conditions:

1. The cross access and parking easement be on the final plat.
2. The applicant pays any outstanding fees and makes any redline corrections.
3. The forthcoming final plat be in conformance with this preliminary plat
4. The applicant is subject to all local, state and federal laws.

Staff recommends the City Council grant approval of the proposed Geneva Retail Frontage preliminary plat subject to the four stipulations by the planning commission.

**PROPOSED MOTION:**
"I move to approve the proposed GENEVA RETAIL FRONTAGE PRELIMINARY PLAT with the proposed conditions.

**Attachments:**
Application
Preliminary Plat

**Anderson Geneva** Development Inc.

373 E. 1750 N., Suite E
Vineyard, UT 84057
Telephone (801) 368-1966
Facsimile: (801) 225-2041

October 3, 2017

Town Clerk
Town of Vineyard
240 East Gammon Road
Vineyard, Utah 84058

**Re: Application for Preliminary Subdivision Plat, Geneva Retail Frontage Subdivision**

Dear Clerk,

Attached is an application and documents in support of a Preliminary Subdivision Plat Application for the Geneva Retail Frontage subdivision. As commercial lots those proposals will require a site plan review which will incorporate a grading and drainage plan specific to each lot.

As this property subdivision does not involve any public road construction or pavement design, and because it historically supported extensive buildings, we would request that the Town Engineer review the property as part of the preliminary plat application to determine if and what type of a geotechnical report would actually be needed for the property. If the Town Engineer determines that there are geotechnical parameters that are still needed, we will be happy to complete them.

If you have any questions, please feel free to call me at 801-368-1966.

Sincerely,

Jerry Grover
Site Engineer
Anderson Geneva Development, Inc.

THE TOWN OF Vineyard
240 East Gammon Road
Vineyard, Utah 84058
(801) 226-1929

# PRELIMINARY SUBDIVISION APPLICATION

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

**APPLICATION DATE:** September 29, 2017

**APPLICANT(S):** Anderson Geneva Development, Inc

**ADDRESS OF APPLICANT:** 373 E. 1750 N. Ste E Vineyard, Utah 84057

**BUSINESS PHONE #:** 801-368-1966 **CELL PHONE #:**

**EMAIL ADDRESS:** jgrover@geneva-dev.com **FAX NUMBER:**

**CURRENT ZONING DISTICT DESIGNATION:** RMU

**NUMBER OF PROPOSED NEW LOTS:** 11

**LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION:** 350 North Geneva Road

**TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION:** 11.279 acres

**NAME OF PROPERTY OWNER(S):** Anderson Development, LLC and Ice Castle Retirement LLC

**CHECK APPLICABLE PERMIT ATTACHMENT:**

| | | | |
|---|---|---|---|
| | CONDITIONAL USE PERMIT | | FINAL PLAT |
| | GENERAL MAP/PLAT AMENDMENT | | LAND DISTURBANCE PERMIT |
| | MINOR PLAT AMENDMENT | | PERMITTED USE SITE PLAN |
| | PRELIMINARY SUBDIVISION | | ROAD CUT PERMIT |
| | TEMPORARY USE PERMIT | | VARIANCE APPLICATION |

**SIGNATURE OF APPLICANT(S):**

Applicant Signature / 10/04/17 Date

Co-Applicant Signature / Date



Revised 5/30/2013

| OFFICE USE ONLY | | | |
|---|---|---|---|
| DATE RECEIVED | | DATE OF APPROVALS | |
| Initial Submittal | Complete Submittal | Planning Commission | Town Council |
| | | | |
| Type of Request | Staff Comments: | | |
| PAYMENT INFORMATION | | | |
| 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, Gerald D. Anderson, 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.

ALLISON LYNN FORBUSH
Notary Public
State of Utah
Comm. No. 676921
My Comm. Expires Oct 12, 2018

(Property Owner)

(Property Owner)

Subscribed and sworn before me, Allison L. Forbush, a Notary Public, on this 4th day of October, 20 17.

Allison L Forbush
(Notary Public)

My commission expires: Oct. 12th, 2018

---

**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: ____________________

# Meridian
Title Company
*"We Do Good Deeds"*

MTC File No. 247959

64 East 6400 South, Suite 100
Salt Lake City, UT 84107

**ESCROW OFFICER:**
**Chris Lambert**
License Number: 241549

Ph. (801)264-8888X192
Fax (801)747-5101
clambert@mtcutah.com

| **SUBJECT PROPERTY ADDRESS:** | **BUYER/BORROWER(S):** |
|---|---|
| 280 North Geneva Road<br>Vineyard, UT 84058 | tbd<br><br>**SELLER:** |

| **LISTING AGENT:** | **SELLING AGENT:** |
|---|---|
| Attn: | Attn: |
| **LOAN OFFICER:** | **LOAN PROCESSOR:** |
| Attn: | Attn: |

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# ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

*Issued through the Office of*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
*A Stock Company*
*400 Second Avenue South, Minneapolis, Minnesota 55401*
*(612) 371-1111*

*Authorized Signatory*

*By* *President*

*Attest* *Secretary*

**ORT Form 4690** 6/06 Rev. 8-1-16
ALTA Commitment for Title Insurance

# COMMITMENT CONDITIONS

## 1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

**2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

**3.** The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse
claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   (i) comply with the Schedule B, Part I—Requirements;
   (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is
not the Company's agent for the purpose of providing closing or settlement services.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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**SCHEDULE A**

**Commitment No. 247959**

1. **Commitment Date**: September 21, 2017 8:00AM (2nd Amended)

**Amount**

2. Policy or Policies to be issued:

   **A. Owner's Policy**

   Premium $0.00

   **Proposed Insured: tbd**

   **B. ALTA Extended Coverage Loan Policy 2006**

   Premium $0.00

   **Proposed Insured**:

   **C. Endorsements**:
   $0.00

3. The estate or interest in the land described or referred to in this Commitment is FEE SIMPLE

4. Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in:

   Anderson Geneva, LLC, a Utah limited liability company, as to an one-half undivided interest as a tenant in common, and Ice Castle Retirement Fund L.L.C., a Utah limited liability company, as to an undivided one-half interest as a tenant in common

5. The land referred to in this commitment is situated in the County of Utah, State of Utah, and described as follows:

   Lot 1, Geneva Road South Subdivision, according to the official plat thereof as recorded in the office of the Utah County Recorder.

**Address**: 280 North Geneva Road, Vineyard, UT 84058

Escrow Officer: Chris Lambert

**Old Republic National Title Insurance Company**

Counter Signed ______________________
Authorized Officer or Agent

**SCHEDULE B - PART I**
**Requirements**

**File Number: 247959**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amounts for the estate or interest to be insured.

3. Pay us the premiums, fees and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

## SCHEDULE B, PART II
## Exceptions

**File Number: 247959**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

This policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.

4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public record.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c), or (d) are shown by the public records.

6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

7. Any service, installation, connection, maintenance or construction charges for sewer, water electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.

8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

9. Taxes for the year 2017 are now a lien not yet due and payable. Taxes for the year 2016 have been paid in the amount of $17,350.44. Property I.D. No. 40-466-0001.

   Lien arising as of January 1 for any unpaid personal property taxes which may be listed against the property described herein.

10. Said property is located within the boundaries of Vineyard City, Utah County and Central Utah Water Conservancy District and is subject to the charges and assessments levied thereunder.

11. The terms, covenants and conditions of that certain Tenancy-in-Common Agreement, dated December 22, 2005, by and between Anderson Geneva, LLC and Ice Castle Retirement Fund L.L.C.;
    Recorded: December 23, 2005 as Entry No. 148698:2005 of Official Records.

12. An Easement including its terms, covenants and provisions as disclosed by instrument;
    To: Utah Department of Transportation
    Purpose: a perpetual easement for the purpose of constructing thereon cut and full slopes and appurtenant parts thereof, and for the maintenance of a retaining wall to facilitate the construction of State Route 114 known as Project No. F-0114(21)0. This easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT.
    Recorded: September 21, 2010 as Entry No. 79769:2010 of Official Records.

    Affects: Beginning at a point in the westerly right of way line of State Route 114 of said project, said point being 1,073.69 feet North 00°02'55" West along the Section line and 73.33 feet West from the East Quarter corner of said Section 17, said point also being 49.50 feet perpendicularly distant westerly from the right of way control line of said project, opposite approximate Engineers Station 617+10.16; and running thence North 01°20'52" East 190.56 feet; thence North 00°25'44" West 542.63 feet; thence East 10.00 feet to a point in the existing westerly right of way line of State Route 114; thence along said existing westerly right of way line South 00°25'44" East 542.71 feet; thence South 01°20'52" West 182.88 feet; thence South 53°14'52" West 12.71 feet to the point of beginning.

13. An Easement including its terms, covenants and provisions as disclosed by instrument;
    To: Town of Vineyard, a Utah municipal corporation
    Purpose: a temporary construction easement for the purpose of constructing a public roadway and other public appurtenances thereto, on, over, and through
    Recorded: August 2, 2012 as Entry No. 64401:2012 of Official Records.

    Affects: Beginning at a non-tangent point of curvature which is North 01°32'27" West 1,271.82 feet along the section line and North 88°27'33" East 4,505.11 feet from the West Quarter Corner of said Section 17; thence northerly 30.00 feet along the arc of a 799.00 foot radius curve to the left, through a central angle of 02°09'05", the chord of which bears North 02°24'47" West 30.00 feet to a point on non-tangency; thence North 87°35'13" East 834.45 feet to a point on the east boundary of said entire tract; thence South 00°25'44" East 30.02 feet along said boundary; thence South 87°35'13" West 833.41 feet to the point of beginning.

14. An easement(s) for the purposes and rights incidental thereto as shown or as offered for dedication on the recorded map entitled "Geneva Road South Subdivision".
    Recorded: January 3, 2014 as Entry No. 518:2014 of Official Records.

15. Materials or labor liens created or authorized by law of which no notice is of record.

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NOTE: Upon full and satisfactory compliance with all underwriting requirements, including but not limited to, the requirements set forth in Schedule B-1, and payment of all applicable charges, exceptions 1-8 may be omitted from the policy or policies to be issued hereunder.

NOTE: Judgments have been searched in the names of Anderson Geneva, LLC, Ice Castle Retirement Fund L.L.C. and tbd for the past eight years and none were found of record except as shown above.

NOTE: A cancellation fee of $250.00 will be billed for this commitment if a Policy of Title Insurance is not issued within 120 days.

NOTE: The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. You may review a copy of the arbitration rules at http://www.alta.org. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.

NOTE: This file was examined by Sean Newell (801) 264-8888.

# CHAIN OF TITLE

Order Number: 247959

**THIS IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT MADE A PART OF ANY COMMITMENT FOR TITLE INSURANCE PRODUCED BY MERIDIAN TITLE COMPANY.**

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

None

**Meridian**
Title Company
*"We Do Good Deeds"*

## Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and Meridian Title Company.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

(Revised February 5, 2016)

Utah County
HEART of UTAH

## PROPERTY INFORMATION

mobile view

**Serial Number:** 40:466:0001 **Serial Life:** 2015...


*Total Photos: 1*

**Property Address:** 280 N GENEVA RD - VINEYARD
**Mailing Address:** 9537 S 700 E SANDY, UT 84070-3494
**Acreage:** 11.278681
**Last Document:** 518-2014
Subdivision Map
Filing *(Viewable in Internet Explorer Only)*
**Legal Description:** LOT 1, GENEVA ROAD SOUTH SUB AREA 11.279 AC.

Owner Names | Value History | Tax History | Location | Photos | Documents

| Year | General Taxes | Adjustments | Net Taxes | Fees | Payments | Tax Balance* | Balance Due | Tax District |
|---|---|---|---|---|---|---|---|---|
| 2018 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | 095 - VINEYARD CITY |
| 2017 | $18,128.66 | $0.00 | $18,128.66 | $0.00 | $0.00 | $18,128.66 | Click for Payoff | 095 - VINEYARD CITY |
| 2016 | $17,350.44 | $0.00 | $17,350.44 | $0.00 | $17,350.44 | $0.00 | $0.00 | 095 - VINEYARD CITY |
| 2015 | $16,164.66 | $0.00 | $16,164.66 | $0.00 | $16,164.66 | $0.00 | $0.00 | 095 - VINEYARD CITY |

** Note: Original tax amount (Does not include applicable interest and/or fees).*

Additional Information

Main Menu

Comments or Concerns on Value/Appraisal - Assessor's Office
Documents/Owner/Parcel information - Recorder's Office
Address Change for Tax Notice

This page was created on 10/2/2017 11:52:55 AM

# GENEVA RETAIL FRONTAGE SUBDIVISION

*LOCATED IN SOUTHEAST 1/4 QUARTER OF SECTION 8*
*T.6S., R.2E., S.L.B.&M.*

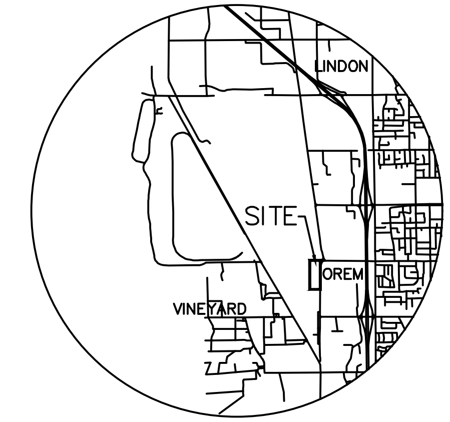
| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD DIST. | CHORD BRG. | DELTA |
| C1 | 143.62' | 791.57' | 143.42' | N84°12'58"E | 10°23'44" |
| C2 | 72.43' | 710.50' | 72.39' | N81°55'54"E | 5°50'26" |

## BOUNDARY DESCRIPTION

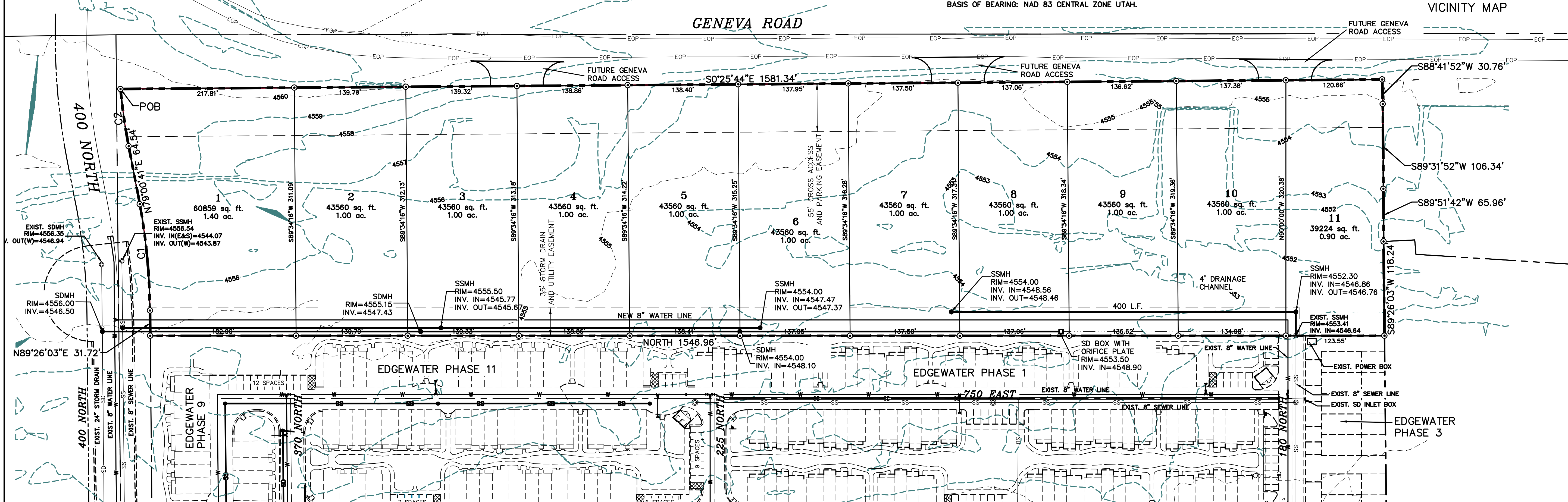
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.00.03'06"W. A DISTANCE OF 5.76 FEET; THENCE WEST A DISTANCE OF 67.86 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.00°25'44"E. A DISTANCE OF 1581.34 FEET; THENCE S.88°41'52"W. A DISTANCE OF 30.76 FEET; THENCE S.89°31;52"W. A DISTANCE OF 106.34 FEET; THENCE S.89°51'42"W. A DISTANCE O 65.96 FEET; THENCE S.89°26'03"W. A DISTANCE OF 118.24 FEET; THENCE NORTH A DISTANCE OF 1546.96 FEET; THENCE N.89°26'03"E. A DISTANCE OF 31.72 FEET TO A POINT OF CURVATURE OF A 791.57–FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.62 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 10°23'44" AND A CHORD THAT BEARS N.84°12'58"E. A DISTANCE OF 143.42 FEET; THENCE N.79°00'41"E. A DISTANCE OF 64.54 FEET TOP A POINT OF CURVATURE OF A 710.50–FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE AR OF SAID CURVE A DISTANCE OF 72.42 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 05°50'26" AND A CHORD THAT BEARS N.81°55'54"E. A DISTANCE OF 72.39 FEET TO THE POINT OF BEGINNING.
CONTAINING 11.30 ACRES OF LAND.
BASIS OF BEARING: NAD 83 CENTRAL ZONE UTAH.




VICINITY MAP




DEVELOPER:
ANDERSON GENEVA DEVELOPMENT, INC.
99 NORTH GENEVA
VINEYARD, UTAH
801–225–2031

NOTES:
1. GENERAL GRADING OF ALL LOTS TO SLOPE TO THE WEST FOLLOWING NATURAL GROUND SLOPE.
2. ALL BUILDING SETBACKS TO APPLY AS PER TOWN OF VINEYARD ZONING ORDNANCE.

(24"x36")
SCALE 1" = 60'
(11"x17")
SCALE 1" = 120'

CENTRAL UTAH CONSERVANCY DISTRICT
THIS _____ DAY OF _______________, A.D. 20_____
APPROVED

| APPROVED AS TO FORM | APPROVED AS TO FORM | APPROVED AS TO FORM | APPROVED AS TO FORM |
|---|---|---|---|
| THIS _____ DAY OF _______________, A.D. 20_____ | THIS _____ DAY OF _______________, A.D. 20_____ | THIS _____ DAY OF _______________, A.D. 20_____ | THIS _____ DAY OF _______________, A.D. 20_____ |
| TOWN OF VINEYARD MAYOR | APPROVED TOWN OF VINEYARD PLANNING COMMISSION CHAIR | APPROVED TOWN OF VINEYARD ENGINEER | APPROVED TOWN OF VINEYARD TOWN PLANNER |



| NO. | REVISIONS | BY | DATE | | |
|---|---|---|---|---|---|
| 5 | | | | DESIGNED BY: | DATE: |
| 4 | | | | DRAWN BY: | DATE: |
| 3 | | | | CHECKED BY: | DATE: |
| 2 | | | | APPROVED: | DATE: |
| 1 | | | | COGO FILE: | DATE: |
| | | | | REV. COGO FILE: | DATE: |

K:\3-07-045-00 EAST LAKE\Drawings\MILL ROAD\GENEVA RETAIL FRONTAGE\PRELIM BASE 09-26-17.dwg 9/28/2017 1:48:39 PM


Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802–8992


GENEVA RETAIL FRONTAGE

PRELIMINARY PLAT
VINEYARD, UTAH

JOB NO. 14–043
SHEET NO. PR–01

VINEYARD
STAY CONNECTED

# VINEYARD CITY COUNCIL STAFF REPORT

**Date: 11/06/2017**

**Agenda Item: 10.2 Purchase of Robins Property**

**From: Jacob McHargue**

**Department: Administration**

**Subject: Real Estate Purchase Agreement**

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**Background/Discussion:** The city has been in negotiations to purchase 10.78 Acres of land to the west of City Hall. The planned use for the land would be to expand the current Gammon park with the potential of additional community buildings. The contract being presented is for the land only, there is an addendum to the contract that allows us to purchase the water rights that are associated with the property.

**Fiscal Impact:** The price that has been negotiated is $2,750,000. There is an addendum to the contract that allows us to purchase the water rights for $4,000 per share. This is planned to come from the capital projects funds. We did not include this in the budget for the fiscal year, so it will require a budget adjustment.

**Recommendation:** It is the recommendation of staff that the city sign the purchase agreement to secure the land.

**Attachments:**

1. Real Estate Purchase Contract
2. Water Rights Addendum

Utah Association of REALTORS®
REALTOR®

EQUAL HOUSING OPPORTUNITY

# REAL ESTATE PURCHASE CONTRACT FOR LAND

**This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.**

## OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this _____ day of ___________, 20____ ("Offer Reference Date") VINEYARD CITY ("Buyer") offers to purchase from MARGARET OLENA ROBINS FAMILY TRUST ("Seller") the Property described below and **[ ] delivers to the Buyer's Brokerage with this offer, or [X] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** Earnest Money in the amount of $ 12,000 in the form of______________________________. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage NONE Phone: —

Received by: ______________________________ on ______________________________ (Date)
(Signature above acknowledges receipt of Earnest Money)

## OTHER PROVISIONS

**1. PROPERTY:** 10.78 ACRES WEST OF EXISTING CITY PARK
also described as: UTAH COUNTY PARCEL I.D. 18:015:0109
City of VINEYARD County of UTAH, State of Utah, Zip 84058 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

**1.1 Included Items (specify)** ______________________________

**1.2 Excluded Items (specify)** ______________________________

**1.3 Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: SEE ADDENDUM

**2. PURCHASE PRICE.** The Purchase Price for the Property is $ 2,750,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

| | |
|---|---|
| $ 12,000 | (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable. |
| $ -0- | (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. |
| $ -0- | (c) **Seller Financing** (see attached Seller Financing Addendum) |
| $ 2,738,000 | (d) **Balance of Purchase Price in Cash at Settlement** |
| $ 2,750,000 | **PURCHASE PRICE. Total of lines (a) through (d)** |

**3. SETTLEMENT AND CLOSING.**

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

**3.3 Greenbelt.** If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: **[X] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [ ] Other (explain)** ____________________

N. A. **3.4 Special Assessments.** Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: **[ ] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [ ] Other (explain)**____________

The provisions of this Section 3.4 shall survive Closing.

**3.5 Fees/Costs/Payment Obligations.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

**3.6 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

**4. POSSESSION.** Seller shall deliver physical possession of the Property to Buyer as follows: **[X] Upon Closing; [ ] _____Hours after Closing; [ ] ___ Calendar Days after Closing; [ ] Other (explain)**____________________

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent N. A.____________, represents **[ ] Seller [ ] both Buyer and Seller as a Limited Agent;**
Seller's Brokerage N. A.____________, represents **[ ] Seller [ ] both Buyer and Seller as a Limited Agent;**
Buyer's Agent N. A.____________, represents **[ ] Buyer [ ] both Buyer and Seller as a Limited Agent;**
Buyer's Brokerage N. A.____________, represents **[ ] Buyer [ ] both Buyer and Seller as a Limited Agent.**

**6. TITLE & TITLE INSURANCE.**

**6.1 Title to Property.** Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

**6.2 Title Insurance.** At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

**7. SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
(b) a Commitment for Title Insurance as referenced in Section 6.1;
(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

(f) evidence of any water rights and/or water shares referenced in Section 1.3;
(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
(h) Other (specify) ____________________

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property: [X] **IS** [ ] **IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

**(a) Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

**(b) Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

**(c) Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property: [ ] **IS** [X] **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

**(a) Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property: [ ] **IS** [X] **IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

**(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: **[ ] WILL [X] WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $________________. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There **[X] ARE [ ] ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: **[ ] Addendum No. ________**
**[ ] Seller Financing Addendum [X] Other (specify)** WATER RIGHTS

**10. AS-IS CONDITION OF PROPERTY.**

**10.1 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**10.2 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

**11. FINAL PRE-SETTLEMENT INSPECTION.**

**11.1 Pre-Settlement Inspection.** At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

**11.2 Escrow to Complete the Work.** If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing: **[ ] SHALL [ ] MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

**(a) Seller Disclosure Deadline** ______________________________ (Date)
**(b) Due Diligence Deadline** ______________________________ (Date)
**(c) Financing & Appraisal Deadline** ______________________________ (Date)
**(d) Settlement Deadline** ______________________________ (Date)

**25. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: _________ **[ ] AM [ ] PM** Mountain Time on____________________ (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

[ ] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[ ] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _______.

[ ] **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

Buyer agrees to buy from Seller all water rights evidenced by Utah State water rights nos. 55-2586, 55-2577, 55-2578 on the following terms and conditions. Seller and Buyer shall cooperate to file with the Utah Division of Water Rights, change applications for the water rights changing the use and point of diversion of the water to meet the Buyer's needs. Buyer and Seller both acknowledge that the amount of water represented by the water rights may be changed by the Utah Division of Water Rights as part of the change applications. Buyer agrees to pay to Seller $4,000 for each acre foot of water actually approved by the State of Utah Division of Water Rights for the use proposed by the Buyer. The payment shall be made within two weeks after the date the Division of Water Rights approves the change applications and determines the amount of water available to the buyer from the changed water rights. The Seller shall transfer of the water rights to Buyer by warranty deed upon payment. All costs associated with filing the change applications shall be borne equally by Seller and Buyer.

# VINEYARD CITY COUNCIL STAFF REPORT

**Date: 11/06/2017**

**Agenda Item: 10.3 Utah County Sheriff Contract**

**From: Jacob McHargue**

**Department: Administration**

**Subject: Updated UCSO Contract**

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**Background/Discussion:** The city recently signed a new contract with the county for law enforcement services. At that time, the county was working on a renewed contract with each of the cities to address how to handle the actual costs of the service provided to each of the cities. This contract clarifies how and when overcharges and undercharges will be handled. The county will perform a reconciliation at the end of each fiscal year to determine the actual costs. If there are undercharges for the year, the county will bill the city that amount, which would be due the first quarter of the following fiscal year. If there are overcharges for the year, the county will deliver a check for that amount during the first quarter of the following fiscal year. This change is being requested by the county because, they are providing services to very small communities around the county and they have been subsidizing those communities.

**Recommendation:** We as staff recommend signing the updated contract, we believe based on our projections, there is a strong possibility that we will actually get a refund for our current fiscal year.

**Alternatives:** The city could request to keep our current contract with the county until the beginning of next fiscal year.

**Attachments:**

1. UCSO Law Enforcement Contract

**AGREEMENT NO. 2017-______**

**INTERLOCAL COOPERATION AGREEMENT WITH VINEYARD CITY FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this ____ day of __________________, 2017, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and VINEYARD CITY, a political subdivision of the State of Utah, hereinafter referred to as CITY.

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

**WHEREAS**, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

**WHEREAS**, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

**WHEREAS**, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

**WHEREAS**, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration and personnel, to handle the needs of the CITY; and

**WHEREAS,** the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

**WHEREAS,** the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. EFFECTIVE DATE; DURATION.**

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement shall terminate June 30, 2018. This Agreement shall automatically renew for five further one year periods through June 30, 2023 pursuant to the terms stated herein unless either party notifies the other in writing that it does not intend to renew at least ninety (90) days prior to the end of the initial or a renewal term.

**Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT**

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The COUNTY and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by CITY at reasonable times. All records created or received by the COUNTY in the performance of this Agreement shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this Agreement, provided however, that the CITY will furnish suitable office space for the use of County deputy sheriffs and office specialists assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs and COUNTY office specialists are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

**Section 3. PURPOSES AND DESCRIPTION OF SERVICES.**

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to the CITY by deputies of the Utah County Sheriff’s Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff’s Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be police officers of the CITY pursuant to Sections 10-3-918, 10-3-

919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and all renewal periods of this agreement.

COUNTY will provide the equivalent of three full-time deputy III's (Collectively referred to hereafter as "Deputy Services") to provide law enforcement services to CITY. COUNTY will consult with CITY prior to final assignment of full time deputies to provide law enforcement services to CITY.

At the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide a minimum of one deputy III per 1000 CITY residents plus supervisory and other deputies and office specialists as requested by CITY("Additional Deputy Services"). Once requested and provided, Deputy Services and Additional Deputy Services may be reduced only on the mutual agreement of the parties.

**Section 4. MANNER OF FINANCING.**

Within 30 days of monthly billing from COUNTY, The CITY shall pay to the COUNTY the full and actual cost of the Deputy Services and Additional Deputy Services including but not limited to salary, benefits, overtime, equipment, overhead and other associated costs including prosecution costs, hereinafter the "Actual Cost".

COUNTY agrees to notify CITY of the Actual Cost by April 1st, for the next contract year commencing July 1$^{st}$. If the Actual Cost increases during a contract year, COUNTY will give CITY 60 days prior notice of the increase. COUNTY will bill CITY monthly for the Actual Cost.

COUNTY shall attempt to limit overtime cost, but COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for any month will exceed 7% of the Actual Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month in which the overtime costs exceed 7% of the Actual Cost if requested by CITY.

The following reconciliation shall occur at the end of each fiscal year. If COUNTY's actual contract expenditures under this Agreement exceed the Actual Cost paid by CITY for the fiscal year, CITY shall pay COUNTY the difference prior to the close of the first quarter of CITY's next fiscal year. If COUNTY's actual contract expenditures under this Agreement for the fiscal year, are less than the Actual Cost paid by CITY, COUNTY shall refund to CITY the difference by which CITY's Actual Costs paid exceed COUNTY'S actual contract expenditures for the fiscal year, prior to the close of the first quarter of CITY's next fiscal year.

All fines, forfeitures or fees remitted to COUNTY during the fiscal year on cases referred to the COUNTY Justice Court from CITY (the Fines) shall be retained by COUNTY until the reconciliation provided for in the preceding paragraph. At the conclusion of the fiscal year the Fines will be divided equally by COUNTY and CITY unless CITY is required to pay COUNTY under the preceding paragraph. If CITY is required to pay COUNTY due to the reconciliation under the preceding paragraph, the payment shall first be satisfied from the CITY portion of the Fines. Any remaining balance due COUNTY under the proceeding paragraph shall be timely paid as stated in the preceding paragraph. Any Fines due to CITY after the reconciliation for a given fiscal year shall be promptly paid to CITY.

COUNTY shall document and verify the Actual Cost and actual contract expenditures referred to above and provide the same to CITY.

**Section 5. METHOD OF TERMINATION.**

Either party shall have the right at any time after the effective date of this Agreement to terminate this Agreement by giving the other party ninety (90) days notice in writing by registered mail, return receipt requested. If notice is given, this Agreement shall terminate upon the expiration of the ninety (90) calendar days from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this Agreement shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

**Section 6. SUPPLIES AND EQUIPMENT**

COUNTY and/or CITY may provide such office equipment and supplies as they deem necessary or desirable for the office specialists. Office equipment provided by either party to this Agreement shall remain the property of the party providing the office equipment.

**Section 7. REFERENCE TO JUSTICE COURT.**

The parties agree that so long as CITY does not have a CITY Justice Court, all class B and C misdemeanor citations and complaints shall be referred to the Utah County Justice Court in Provo, Utah.

**Section 8. INDEMNIFICATION.**

Each party shall indemnify and save harmless the other, its officers, volunteers, agents and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of a party's acts or omissions related in any manner to the performance of this agreement by either party. A party shall not indemnify the other for intentional torts committed by the other's officers, volunteers, agents or employees. No third party is intended by the parties to be benefitted by the indemnification or any other provision of this agreement. Nothing contained herein shall be interpreted as a waiver by COUNTY or CITY of the protections and immunities contained in the Governmental Immunity Act of Utah , UCA 63G-7-101 et. seq, or a successor statute, including the liability limits contained therein.

**Section 9. INSURANCE**

The parties shall carry commercial general liability insurance in the minimum amount of the liability limits stated in the Governmental Immunity Act of Utah , UCA 63G-7-101 *et. seq.,* or a successor statute, to insure against loss or liability arising out of a party's performance of this Agreement. In exchange for the mutual indemnification above, COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this agreement on a reimbursement basis, CITY shall pay COUNTY $1,176.47 per deputy per year to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY arising out of either party's performance under this agreement, each party shall maintain their own defense in any action in which they are a party.

**Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.**

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the CITY Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**Section 11. AMENDMENTS.**

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

**Section 12. SEVERABILITY.**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

**Section 13. GOVERNING LAW.**

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

**Section 14. PRIOR AGREEMENTS**

This is the entire Agreement between the parties. From the date of the approval of this Agreement by both parties, all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY are terminated, superceded and replaced.

**UTAH COUNTY**

Authorized and passed on the ______day of ________________________, 2017.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

___________________________________
William C. Lee, Chairman

ATTEST:
BRYAN THOMPSON
Utah County Clerk/Auditor

By: _______________________
Deputy

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:
JEFFREY R BUHMAN
Utah County Attorney

By: _________________________________
Deputy Utah County Attorney

**VINEYARD CITY**

Authorized and passed on the ______day of ________________________, 2017.

_____________________________________
Mayor

ATTEST: ________________________________
CITY RECORDER

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

________________________________________
CITY ATTORNEY

# VINEYARD CITY COUNCIL STAFF REPORT

**Date:** 11/8/2017

**Agenda Item:** 10.4

**From:** Pamela Spencer

**Department:** Recorder

**Subject:** 2018 City Council Annual Meeting Schedule

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**Background/Discussion:**
It has been the practice of the council to discuss and approve set dates for City Council meetings at a meeting in November or December for the next calendar year.

Utah State Code requires that public notice be given of the annual meeting schedule at least once a year.

***Utah State Code 52-4-202 2(a) and (b)***

2 (a) …, a public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule as provided in this section.
(b)The public notice under Subsection (2)(a) shall specify the date, time, and place of the scheduled meetings.

**Fiscal Impact:**

The Fiscal impact is the cost of the publication in the newspaper and time to post.
Cost to post the 2017 notice in the newspaper was $59.80

**Recommendation:**

To hold City Council meetings on the 2nd and 4th Wednesdays of each month, beginning at 6:00 PM.

Exceptions:

- November and December to only hold one regular meeting due to proximity to holidays.
- July 25 would be a regularly scheduled City Council meeting. As it falls right next to a holiday you have the option to either approve it as a regularly scheduled meeting and cancel it later if applicable or cancel it now and not include it in the regular approved schedule.

VINEYARD
STAY CONNECTED

**VINEYARD CITY COUNCIL STAFF REPORT**

**Alternatives:**

If the council wishes to change the date meetings are held or times they would start it must be done by Ordinance.

*Utah State Code* ***10-3-502. Regular and special council meetings.***
(1) The council of each municipality shall:

(a) by ordinance prescribe the time and place for holding its regular meeting, subject to Subsection (1)(b); and
(b) hold a regular meeting at least once each month

**Attachments:**
2018 Calendar with suggested dates

# 2018

Green highlight indicates keeping the same 2nd and 4th Wednesday schedule. Turquois indicates possible cancelled meeting.

## January

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## February

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## September

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## October

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## November

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## December

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