



**NOTICE OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING
May 13, 2020 – 6:00 PM**

Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, May 13, 2020, starting at approximately 6:00 PM or as soon thereafter as possible following the City Council meeting. *This meeting will be held electronically because of the gathering restrictions in force due to the COVID-19 Pandemic. This meeting can be viewed live through Zoom.*

Please click on this link <https://zoom.us/j/96941245133> or dial 1-301-715-8592 US or 1-253-215-8782 to join the meeting.

The agenda will consist of the following:

AGENDA

1. CALL TO ORDER

2. CONSENT AGENDA

2.1. Approval of the January 8, 2020 RDA Meeting Minutes

3. BUSINESS ITEMS

3.1 DISCUSSION AND ACTION – Anderson Geneva Master Development Agreement

City Manager Jacob McHargue will present the final Downtown Vineyard Master Development Agreement between the Vineyard Redevelopment Agency Board and Anderson Geneva. The RDA Board will take appropriate action.

3.2 PUBLIC HEARING – Tentative Fiscal Year 2020-2021 Budget

City Manager Jacob McHargue will present the proposed Tentative Fiscal Year 2020-2021 RDA Budget. The RDA Board will then hear public comment concerning the proposed tentative RDA Budget. The Board will review and possibly act to approve the proposed Tentative Fiscal Year 2020-2021 RDA budget. Adoption of the final budget is scheduled to be held sometime in June 24, 2020.

4. ADJOURNMENT

RDA meetings are scheduled as necessary.

The Public is invited to participate in all Vineyard Redevelopment Agency 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 before the meeting by calling (801) 226-1929.

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

AGENDA NOTICING COMPLETED ON: May 12, 2020

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

**MINUTES OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING**
City Council Chambers, 125 South Main Street, Vineyard, Utah
January 8, 2020 – 6:21 PM

Present

Chair Fullmer
Boardmember Tyce Flake
Boardmember Chris Judd
Boardmember Cristy Welsh

Absent

Boardmember John Earnest

Staff Present: City Manager/Finance Director Jacob McHargue, Assistant Finance Director/Treasurer Mariah Hill, City Attorney David Church, Public Works Director/City Engineer Don Overson, Assistant City Engineer Chris Wilson, Building Official George Reid, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Elizabeth Hart, Planning Technician McKenna Marchant, Water/Parks Manager Sullivan Love, City Recorder Pamela Spencer

6:21 PM REDEVELOPMENT AGENCY BOARD MEETING

1. CALL TO ORDER

Chair Fullmer opened the meeting at 6:21 PM.

2. CONSENT AGENDA

2.1. Approval of the November 13, 2019 RDA Meeting Minutes

Chair Fullmer called for a motion.

Motion: BOARDMEMBER FLAKE MOVED TO APPROVE THE CONSENT ITEM 2.1. BOARDMEMBER JUDD SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS FLAKE, JUDD, AND WELSH VOTED AYE. BOARDMEMBER EARNEST WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

3. BUSINESS ITEMS

3.1. DISCUSSION AND ACTION – Extension of 1750 North Agreement

Martin Snow with Vineyard Properties of Utah LLC is requesting approval of a reimbursement agreement for the completion of the extension of 1750 North. The RDA Board will act to approve (or deny) this request.

Chair Fullmer turned the time over to City Manager Jacob McHargue.

Mr. McHargue explained that this project had been approved in 2018. The project was now completed so they had actual costs to plug into the agreement. He said that Martin Snow was asking for \$1.627 million. He said that the reimbursement terms pushed the repayment to being in 2022. It was a seven-year payment plan with annual payments of \$232,000. He added that they anticipated being able to pay it off sooner.

Chair Fullmer called for questions. Hearing none, she called for a motion.

Motion: BOARDMEMBER JUDD MOVED TO APPROVE THE 1750 NORTH REIMBURSEMENT AGREEMENT AND ALLOW STAFF TO SIGN THE AGREEMENT. BOARDMEMBER FLAKE SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS FLAKE, JUDD, AND WELSH VOTED AYE. BOARDMEMBER EARNEST WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

4. ADJOURNMENT

Chair Fullmer called for a motion to adjourn the meeting.

Motion: BOARDMEMBER FLAKE MOVED TO ADJOURN THE BOARD MEETING AT 6:23 PM. BOARDMEMBER JUDD SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS FLAKE, JUDD, AND WELSH VOTED AYE. BOARDMEMBER EARNEST WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

MINUTES APPROVED ON: _____

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

LAND DONATION AND DEVELOPMENT AGREEMENT

THIS LAND DONATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the 13th day of May 2020 (the “Effective Date”), by and between Vineyard City, a Utah municipal corporation (the “City”), the Vineyard Redevelopment Agency, a political subdivision of the State of Utah (the “RDA” or “Agency”), and Anderson Geneva, LLC, a Delaware limited liability company (“AG”) and Ice Castle Retirement Fund, L.L.C., a Delaware limited liability company (“Ice Castle” and, collectively with AG, the “Developer”), individually a “Party” or collectively the “Parties.”

RECITALS

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

B. Within the Mill Property is approximate 336 acres that the City, in cooperation with Developer, has designated as the ~~Vineyard Town Center~~Downtown Vineyard (the “Property”). The Property is more particularly described in Exhibit A, attached hereto.

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

D. The Property is further part of the Special Purpose Zoning District designated as the “~~Vineyard Town Center~~Downtown Vineyard Form Based Code,” as adopted by ordinance by the City on September 23, 2015, which is attached hereto as Exhibit B (the “Code”).

E. Pursuant to ordinance, the Code designates the Property into six (6) districts, including the ~~Town Center~~Downtown Station, ~~Town Center~~Downtown Mixed Use, Village ~~Office~~General, Lake Front Commercial, Lake Front Residential, and Geneva Park (collectively the “~~Town Center~~Downtown Vineyard Districts”). The Code also provides for a Lake Promenade area consisting of open space and other improvements as provided in the Code. Exhibit C contains a map showing generally the Lake Promenade area. The ~~Town Center~~Downtown Vineyard Districts and the Lake Promenade are depicted on a map found on page 6 of the Code and as reflected on the attached Exhibit D (the “~~Town Center~~Downtown Vineyard Map”).

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

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

H. Within the ~~Town Center~~Downtown Districts and the Lake Promenade shall be located and installed certain system improvements as well as surface and subsurface backbone infrastructure consisting in general of the main publicly dedicated and maintained streets, sewer mains, lines,

lift stations, and facilities, storm water lines and facilities, power facilities, surface and underground utility lines and facilities, public park improvements as described in the Code to the Lake Promenade and other properties, roadways, structured parking areas consisting of constructed parking facilities of more than asphalted, surface-parked parking lots (“Parking Structures”) along with the necessary structural fill, pilings, foundations and other improvements to accommodate such Parking Structures, curb, gutter, sidewalks, water, lines and facilities, train station buildings and improvements, needed to develop the Project in the ~~Town-Center~~Downtown Station and in the ~~Town-Center~~Downtown Mixed Use Districts all of which will be installed, paid for or reimbursed as part of the redevelopment of the area at the cost of the Agency (the “Backbone Infrastructure”). Attached as Exhibit E is an itemization of the Backbone Infrastructure. For avoidance of doubt, for purposes of this Agreement, Parking Structures may be above or below ground or both, may be located under or near a building or buildings it serves and may replace surface only parking lots.

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

J. Fulfillment of this Agreement is vital to and in the best interests of the City and the RDA, and the health, safety, and welfare of its residents, and in accord with public purposes. This Agreement is carried out pursuant to the Utah Community Development and Renewal Agencies Act, Title 17C of the Utah Code Annotated (the “Act”), the Plan, and the Code.

K. The Project and its development are subject to and shall conform with the Plan, the Code, and all Applicable City ordinances, rules and regulations to the extent specified in this Agreement, including, but not limited to, the provisions of the City’s General Plan, the City’s ordinances, regulations and engineering standards and specifications, all as previously adopted by the City as set forth and as otherwise set forth herein.

AGREEMENT

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

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

2. Property Affected by This Agreement. The legal description of the Property contained within the Project boundaries as attached and specifically described in Exhibit A and as depicted in the ~~Town-Center~~Downtown Vineyard Map (Exhibit D). No additional property may be added to or deleted from this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the Parties hereto.

3. District Map. The ~~Town-Center~~Downtown Vineyard Map (Exhibit D) supersedes the district map in The Code. There are 4 changes described below;

a. Relocate approximately 12.19 acres of Village ~~Office~~General identified in the ~~Town-Center~~Downtown Vineyard Map as VO-11, VO10, and VO9 to the west of side of Geneva Park.

b. Geneva Park is extended further to the south and is 29.86 acres.

c. 3-acre trail corridor running the length of the project adjacent to the railroad corridor.

d. 1-acre plaza in the Village ~~Office~~General district has been deleted from the map.

4. Property Exchange. The Village ~~Office~~General Plaza identified in The Code that is no longer necessary with the changes to the district map will be exchanged for the parcel identified as LF-6 for a future civic use. LF-6 (1.25 Acres) will be donated to the city upon execution of this agreement

5. Land Donation by Developer. As further consideration for this Agreement, Developer agrees to donate to the City the Lake Promenade property (the "Lake Promenade Property") comprising approximately 16 acres of the Property including Promenade Street right of way as depicted generally for illustration purposes in green color as the Lake Promenade on the ~~Town-Center~~Downtown Vineyard Map (Exhibit D) and on Exhibit C. Developer agrees that the Lake Promenade Property will be environmentally remediated, as may be necessary, to a State of Utah Department of Environmental Quality ("DEQ") approved level prior to being conveyed to the City. The Parties agree that the Lake Promenade Property's donative value will be established by a MAI appraisal for income tax donation purposes. The City shall assume full responsibility for the ownership and maintenance of the Lake Promenade Property and all improvements thereon after acceptance of same.

6. Vested Rights.

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

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

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

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

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

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

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

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

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

6. Impact fees or modifications thereto which are lawfully adopted, imposed and collected.

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

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

d. Annual Updates. The Developer shall provide quarterly updates to the City and Agency about its progress and plans for development of the Project.

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

a. Transfer of Development. It is contemplated that Developer will sell various portions of the Property to one or more Successors and Assigns who will develop specific projects on their respective portions of the Property. Developer shall be entitled to transfer any or all portions of the Property to any Successors and Assigns subject to the terms of this Agreement. In the event of any such transfer of Developer's interest in the Property, the Successors and Assigns shall be deemed to be Developer for all purposes under this Agreement but only with respect to that portion of the Property so transferred. Except as set forth in Section 8(a) with respect to the Lake Promenade, nothing in this Section shall prohibit Developer from selling any portion of the Property to one or more Successors and Assigns for any purpose, and such Successors and assigns may erect, construct, maintain, and operate (or cause to be erected, constructed, maintained, and operated) improvements thereon consistent with the requirements of this Agreement, the Code, and the Plan and Applicable City Laws. The provisions of this Section shall not prohibit the granting of any security interests, liens or mortgages on any portion of the Property for financing the acquisition and development of development parcels within the Project, subject to Developer and any Successors and Assigns complying with this Agreement, the Code, the Plan and Applicable City Laws.

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

8. Infrastructure.

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

b. Future Impact Fees. Developer or any Successors and Assigns, who develop portions of the Property, may, in the future, be assessed impact fees calculated by the City in accordance with Applicable City Laws. Nothing contained herein shall exempt, release, or excuse Developer and any Successors and Assigns, who develop portions of the Property from paying validly imposed reasonable future impact fees and other reasonable fees and charges required for development of the Property, or any portion thereof, pursuant to law.

c. RDA Reimbursements for Backbone Infrastructure. The RDA shall reimburse to Developer (and any Successor and Assign, but only if and to the extent such right to reimbursement is expressly assigned in writing by Developer to such Successor and Assign) for the actual costs incurred for the Backbone Infrastructure (the “Infrastructure Reimbursable Costs”) from property tax increment received by the RDA from the Property within the Project owned by Developer or owned by each Successor and Assign. The City and the RDA acknowledge and agree that Developer may retain and collect all or any portion of the property tax increment regardless of whether the Infrastructure Reimbursable Costs are incurred or the corresponding work is performed by Developer or by its Successors and Assigns. The tax increment shall be paid on the following terms and conditions:

i. The amount reimbursed to Developer and to Successors and Assigns, if any, expressly entitled to reimbursement from RDA tax increment received by the RDA for each taxable year shall be equal to the available tax increment minus actual or estimated Agency Tax Increment Costs (as defined below) (the “Available Tax Increment”) generated in that same taxable year by taxes collected on property and received by the RDA within the Project, or each portion thereof, owned by or developed by Developer and each and Successors and Assigns, if any, expressly entitled to reimbursement until all Infrastructure Reimbursable Costs for Backbone Infrastructure have been reimbursed to Developer and Successors and Assigns, if any, expressly entitled to reimbursement;

ii. The Available Tax Increment shall be equal to the total tax increment generated by the Property and received by the RDA within the Project (the “Total Tax Increment”) minus administrative costs and income-targeted housing funds (but only if and to the extent that environmental remediation costs are estimated to be less than 20% of the total uses of RDA funds) (collectively the “Agency Tax Increment Costs”). The Parties agree that the Agency Tax Increment Costs shall not be more than twenty- six percent (26%) of the Total Tax Increment generated by the Property and received by the Agency from within the Project.

iii. “Annual Reimbursement Payments” shall be made by April 1st of each year.

iv. “Available Tax Increment” shall be reduced by The Property’s pro-rata share of any mitigation payment due to Alpine School District. Mitigation payments are calculated annually. The pro-rata share of The Property shall be calculated by dividing the total mitigation payment due by the total residential units in the RDA, and then multiplied by the units within The Property. The Agency Staff will notify Developer of any mitigation payment due prior to the Annual Reimbursement Payment.

v. The monies expended by or fronted to the City and Agency by Developer and its Successors and Assigns, if any, expressly entitled to reimbursement for the installation of the Backbone Infrastructure shall accumulate interest, at a rate of seven and one- half percent (7.5%) per annum until paid. Such interest shall accumulate continuously compounding on any unreimbursed funds, beginning from the date payment requests have been approved by the Agency Staff and actual monies are paid by Developer and its Successors and Assign for its Infrastructure Reimbursable Costs. All amounts paid to Developer and its Successors and Assigns, if any, expressly entitled to reimbursement shall be applied first against accrued interest and then

against Infrastructure Reimbursable Costs.

vi. ~~The City and the RDA shall activate or trigger the collection and receipt of RDA tax increment for the corresponding area covering the Property within the Project owned by Developer and its Successors and Assigns upon the later of (1) the written request of the Developer, or (2) December 1, 2020. The City and the RDA shall activate or trigger the collection and receipt of RDA tax increment for the corresponding area covering the Property within the Project owned by Developer and its Successors and Assigns in cooperation with Developer.~~

vii. The City and the RDA shall have the right, but not the obligation, to prepay the Infrastructure Reimbursable Costs through other sources of funds such as bonding, impact fees, other tax revenues or other financial sources; provided, that as between Developer and its Successors and Assigns, if any, entitled to reimbursement, Developer may designate and direct which portion of the Infrastructure Reimbursable Costs shall be paid first, which portion may only include Developer's share of Infrastructure Reimbursable Costs.

viii. It is understood and acknowledged by the Parties hereto that the reimbursement obligation of the City and its RDA is limited to Available Tax Increment from the Project, and that if there is not sufficient Available Tax Increment generated from the Project to fully reimburse Developer and Successors and Assigns, if any entitled to reimbursement, that the City and its RDA shall have no further obligation to make up any short falls.

ix. Infrastructure that is not Backbone Infrastructure shall be the responsibility of the Developer, its Successors and Assigns. The City and the Agency will have no obligation to reimburse the Developer for infrastructure that is not Backbone Infrastructure unless agreed to by both parties by amendment to this Agreement, or by separate agreement.

a. The land comprising the rights of way for the streets and the easements necessary for the Project shall be dedicated to City by the Developer in the course of development without reimbursement. Nothing regarding such dedication shall affect Developer's ability to seek tax or other credits for the donation value of the dedicated property.

x. The City Staff will be included in the construction process including but not limited to design, bidding, contractor selection, and all change orders.

xi. The Agency will approve the budget and final design of main street and the lake promenade

9. Improvements to the Lake Promenade and Plaza Properties. To ensure that the Lake Promenade and the Plaza Property are improved in accord with this Agreement and the Code, Developer agrees, as additional consideration for this Agreement, as follows:

a. Open Space Credit from the Lake Promenade and Plaza Properties and Geneva Park. Pursuant to Section 6 of the Code, the City agrees that Developer or any Successor and Assign who donate, develop or improve any portion of the Lake Promenade or any portions of the Adjoining Promenade Property or the Plaza Property or Geneva Park may credit that portion of the Lake Promenade Property and Plaza Property and Geneva Park so donated, developed or improved as part or all of the open space obligations of Developer and each such Successor and Assign. Only the Lake

Promenade area and associated adjacent parking may be counted for purposes of calculating open space credit; the travel lanes of the adjacent streets will not be credited as open space.

b. Open Space and Lake Promenade Area north of Edge's Property. Developer has sold approximately 52 acres of area located in or near the Lake Front Residential and power line areas as generally depicted on the southwestern portion of the ~~Town Center~~Downtown Vineyard Map (the "Edge Property"). The Edge Property is located directly south of the western portion of the Lake Promenade. As a condition of approval on the Edge Property, certain improvements were required to the adjacent Promenade area. If Developer bonds for the completion of such improvements the related condition of approval shall be deemed satisfied and any building or permitting restrictions tied to those improvements shall be removed.

c. Construction of the Adjoining Lake Promenade Improvements. As part of an approved development, Developer will itself or will require each Successor and Assign of Property developing a portion of Property that abuts the corresponding half of the Lake Promenade Property (the "Adjoining Lake Promenade Property") to construct on the Adjoining Lake Promenade Property the improvements contemplated by the Code, as directed by the City (the "Lake Promenade Improvements"). The Lake Promenade Improvements shall be completed by Developer or each said Successor and Assign within eighteen (18) months after the City has approved and finalized the plans, budget and reimbursements for the Lake Promenade Improvements. Developer or each said Successor and Assign shall pay the first One Million Two Hundred Fifty Thousand dollars (\$1,250,000) of costs for the Lake Promenade improvements (the "Basic Promenade Improvements"); or its pro-rata share of such if developing a portion of the Adjoining Lake Promenade Property. The additional costs of the Lake Promenade Improvements above and beyond the Basic Promenade Improvements are irrevocably considered Backbone Infrastructure and Infrastructure Reimbursable Costs and shall be reimbursed to Developer and each Successor and Assign pursuant to the terms of this Agreement.

d. Construction of Structured Parking. Parking structures have been identified as backbone infrastructure, and as such qualify for reimbursement. In order to ensure that the plan that was presented is what is built, the reimbursement for parking structures will follow reimbursement tiers based on the total amount of structured parking stalls constructed by Developer, Successor, and Assigns. The table below will describe the reimbursement tiers, as the amount of parking stalls move to the next tier, all qualifying costs for previous parking structures qualify for the additional reimbursement percentage.

<u>Total Town CenterDowntown Vineyard Parking Structure Stalls</u>	<u>Reimbursement Percentage</u>
<u>1,000</u>	<u>70%</u>
<u>2,000</u>	<u>80%</u>
<u>3,000</u>	<u>90%</u>
<u>4,000</u>	<u>100%</u>

10. Construction of Backbone Infrastructure.

a. At any time, the City or Agency shall have the right to construct at its own expense any portion of the Backbone Infrastructure and Developer and each Successor and Assign shall fully cooperate with such efforts.

11. Reimbursement Submittal and Payment.

a. Construction approval and reimbursement submittal for Backbone Infrastructure shall proceed as follows:

i. Prior to commencing construction on any Backbone Infrastructure, Developer shall submit its request for proposal (“RFP”) to City’s public works department for review of the bid package relating to the Backbone Infrastructure project under consideration. City shall within five (5) business days approve or comment on the RFP. Any accepted modifications will be made by Developer within five (5) business days and distributed to potential contractors for bid, including any contractors City requests. Developer shall have the discretion to determine whether a potential contractor is qualified for purposes of completing the project associated with the RFP. Developer shall receive bids from at least three (3) contractors for each Backbone Infrastructure project.

ii. Upon the selection by Developer of a contractor for a Backbone Infrastructure project, Developer shall promptly notify City and request a pre-construction meeting with City’s public works department.

iii. During construction of a Backbone Infrastructure project, Developer and City will meet regularly to review the construction schedule, budget, proposed modifications to the approved scopes of work, etc. Developer shall provide to City on at least a monthly basis, a progress schedule and progress budget.

iv. At the conclusion of each Backbone Infrastructure project, Developer shall submit to City the approved budget, invoices, and payment history for such project. Reimbursement for each Backbone Infrastructure project shall be per the terms outlined in this Agreement.

v. If a Backbone Infrastructure project includes infrastructure that will be dedicated or owned or maintained by City, Developer and City will attend a “punch list” meeting within thirty (30) calendar days of the completion of such project to coordinate the turn-over of the project to City ownership and/or maintenance (the “Punch List Meeting”). Any items identified in the Punch List Meeting that City and Developer agree are deficient (the “Punch List Items”) shall be rectified by Developer within ninety (90) days and submitted to the City for review. If the Punch List Items are not rectified by Developer with ninety (90) days the Agency may elect to use Available Tax Increment to rectify any remaining Punch List Items. City shall within ten 10 working days review the Punch List Items for satisfaction, and upon satisfactory completion of such items, shall assume ownership or maintenance of the subject infrastructure. Nothing in this section shall relieve Developer of its obligations to provide the necessary warranty associated with any Backbone Infrastructure.

12. Tree types. All tree types identified in the Code shall be replaced by the approved Vineyard Tree Manual included in the general plan.

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

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

To the RDA: Vineyard Redevelopment Agency
Attn.: Board Chair
125 S. Main St.
Vineyard, UT 84059

To Developer: Anderson Geneva, LLC
Attn.: Pete Evans
9537 South 700 East
Sandy, Utah 84070

And

Ice Castle Retirement Fund,
LLC c/o Glen R. Pettit
2264 West Williamsburg Circle
West Jordan, Utah 84084;

With a Copy to: David E. Gee, Esq.
Parr Brown Gee & Loveless, P.C.
185 S State St., Suite 800
Salt Lake City, Utah 84111-1537

Burt Ringwood Strong & Hanni, PC
9350 S. 150 E., Suite 820
Sandy, UT 84070

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

14. General Term and Conditions.

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

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

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

ii. Nothing in this Section or this Agreement shall be construed as providing the City or Agency the right to declare all parties to this Agreement deemed “Developer” or a “Successor and Assign” to be in breach upon the occurrence of any breach by a single Developer or any single Successor and Assign. All parties shall be responsible for their own material breaches only. To facilitate the enforcement of the rights and obligations set forth in this Agreement when portions of the Property are transferred to a Successor and Assign, Developer may elect to propose that the Successor and Assign enter into a separate agreement with City to govern the construction or development of a particular portion of the Property. City agrees to cooperate with the preparation and execution of any such separate agreement.

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

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

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

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

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

h. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the

provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

v. Developer is comprised of two entities: AG and Ice Castle. AG and Ice Castle are tenants-in-common with respect to the Property and are not affiliates or under common ownership. AG and Ice Castle shall each only be liable and obligated to perform hereunder with respect to their respective undivided interests in the Property and shall not be responsible for the performance by or for the obligations of the other tenant-in-common. Notwithstanding any other provision of this Agreement or at law, the tenants-in-common comprising Developer are not jointly and severally liable with respect to any agreements, obligations, liabilities or covenants of each other. The sole recourse of the City and the RDA against the Developer under this Agreement shall be limited to the respective undivided interests of AG or Ice Castle in the Property and neither the City nor the RDA shall be entitled to pursue the separate assets of AG and Ice Castle or their respective owners, managers or members.

[Signatures on following pages]

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

VINEYARD CITY

By: _____
Name:
Title: Mayor

VINEYARD REDEVELOPMENT AGENCY

Attest:

By: _____
Secretary

By: _____
Name:
Title: Chair

ANDERSON GENEVA, LLC

By: _____
Name: Peter Evans
Title: Manager

ICE CASTLE RETIREMENT FUND, L.L.C.
By its Manager Pro Management Utah, LLC

By: _____
By: Glen R. Pettit, Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

In the County of Utah, State of Utah, on this day of May 2020, before me, the undersigned notary, personally appeared _____ and _____, the Chair and the Secretary, respectively, of Vineyard City, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

In the County of Utah, State of Utah, on this day of May 2020, before me, the undersigned notary, personally appeared_____and_____, the Chair and the Secretary, respectively, of the Vineyard Redevelopment Agency, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

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

In the County of Salt Lake, State of Utah, on this day of May 2020, before me, the undersigned notary, personally appeared Peter Evans, the Manager of Anderson Geneva, LLC, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his signature is voluntary.

Notary signature and seal

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

In the County of Salt Lake, State of Utah, on this day of May 2020, before me, the undersigned notary, personally appeared Glen R. Pettit, the Manager of Pro Management, Utah, LLC which is the Manager of Ice Castle Retirement Fund, LLC, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his signature is voluntary.

Notary signature and seal

EXHIBIT A: The Property Legal Description

**BOUNDARY DESCRIPTION
ANDERSON GENEVA DEVELOPMENT
WEST SIDE PARCEL #1**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89°25'01"W. A DISTANCE OF 1546.19 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 2450.90 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING.

THENCE THE FOLLOWING 22(TWENTY-TWO) COURSES ALONG THE NORTHERLY AND EASTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD:
S.80°36'52"W. A DISTANCE OF 443.72 FEET; THENCE S.74°24'40"W. A DISTANCE OF 200.00 FEET; THENCE S.70°03'10"W. A DISTANCE OF 657.94 FEET; THENCE N.85°31'26"W. A DISTANCE OF 44.58 FEET; THENCE S.79°57'25"W. A DISTANCE OF 101.37 FEET; THENCE S.20°11'16"W. A DISTANCE OF 77.15 FEET; THENCE S.74°24'40"W. A DISTANCE OF 190.81 FEET TO A POINT OF CURVATURE OF A 1447.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1939.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 76°45'04" AND A CHORD THAT BEARS N.67°12'48"W. A DISTANCE OF 1797.25 FEET; THENCE N.10°50'58"W. A DISTANCE OF 33.53 FEET; THENCE N.26°42'04"W. A DISTANCE OF 43.55 FEET; THENCE N.49°42'09"W. A DISTANCE OF 24.28 FEET TO A POINT OF CURVATURE OF A 1447.50-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 630.37 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°57'06" AND A CHORD THAT BEARS N.12°28'33"W. A DISTANCE OF 625.40 FEET; THENCE NORTH A DISTANCE OF 1273.27 FEET TO A POINT OF CURVATURE OF A 43.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.54 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N.45°00'00"E. A DISTANCE OF 60.81 FEET; THENCE EAST A DISTANCE OF 5.00 FEET; THENCE NORTH A DISTANCE OF 105.00 FEET; THENCE WEST A DISTANCE OF 9.00 FEET TO A POINT OF CURVATURE OF A 39.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY

ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.25 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N.45°00'00"W. A DISTANCE OF 55.15 FEET; THENCE NORTH A DISTANCE OF 1065.34 FEET TO A POINT OF CURVATURE OF A 3447.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT' THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1157.72 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 19°14'27" AND A CHORD THAT BEARS N.09°37'14"E. A DISTANCE OF 1152.29 FEET; THENCE N.39°12'01"E. A DISTANCE OF 409.65 FEET; THENCE N.25°52'51"E. A DISTANCE OF 460.93; THENCE S.27°15'52"E. A DISTANCE OF 3870.22 FEET; THENCE S.24°21'37"E. A DISTANCE OF 600.54 FEET; THENCE S.30°17'44"E. A DISTANCE OF 1519.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,158,912 SQ.FT. OR 256.17 ACRES

LESS AND ACCEPTING THE FOLLOWING 5(FIVE) CENTRAL UTAH WATER CONSERVANCY DISTRICT WELL PAD SITES.

WELL PAD SITE NO.1

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

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 6, THENCE WEST A DISTANCE OF 914.08 FEET; THENCE SOUTH A DISTANCE OF 1652.86 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.62°44'08"W. A DISTANCE OF 100.00 FEET; THENCE N.27°15'52"W. A DISTANCE OF 100.00 FEET; THENCE N.62°44'08"E. A DISTANCE OF 100.00 FEET; THENCE S.27°15'52"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQ.FT OR 0.23 ACRES.

WELL PAD SITE NO.2

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

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 6, THENCE WEST A DISTANCE OF 469.41 FEET; THENCE SOUTH A DISTANCE OF 2515.72 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.62°44'08"W. A DISTANCE OF 100.00 FEET; THENCE N.27°15'52"W. A DISTANCE OF 100.00 FEET; THENCE N.62°44'08"E. A DISTANCE OF 100.00 FEET; THENCE S.27°15'52"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQ.FT OR 0.23 ACRES.

WELL PAD SITE NO.3

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7, THENCE S.89°23'17"W. A DISTANCE OF 16.45 FEET; THENCE NORTH A DISTANCE OF 4601.66 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.62°44'08"W. A DISTANCE OF 100.00 FEET; THENCE N.27°15'52"W. A DISTANCE OF 100.00 FEET; THENCE N.62°44'08"E. A DISTANCE OF 100.00 FEET; THENCE S.27°15'52"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQ.FT OR 0.23 ACRES

WELL PAD SITE NO.4

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

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, THENCE S.89°25'01"W. A DISTANCE OF 2251.73 FEET; THENCE NORTH A DISTANCE OF 3616.05 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.59°51'31"W. A DISTANCE OF 100.00 FEET; THENCE N.30°08'29"W. A DISTANCE OF 100.00 FEET; THENCE N.59°51'31"E. A DISTANCE OF 100.00 FEET; THENCE S.30°08'29"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQ.FT OR 0.23 ACRES

WELL PAD SITE NO.5

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

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8, THENCE S.89°25'01"W. A DISTANCE OF 1668.09 FEET; THENCE NORTH A DISTANCE OF 2610.60 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.59°51'31"W. A DISTANCE OF 100.00 FEET; THENCE N.30°08'29"W. A DISTANCE OF 100.00 FEET; THENCE N.59°51'31"E. A DISTANCE OF 100.00 FEET; THENCE S.30°08'29"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,000 SQ.FT OR 0.23 ACRES

**BOUNDARY DESCRIPTION
ANDERSON GENEVA DEVELOPMENT**

WESTSIDE PARCEL #2

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

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH A DISTANCE OF 653.34 FEET; THENCE WEST A DISTANCE OF 2153.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE N.64°07'09"W. A DISTANCE OF 75.36 FEET TO A POINT OF CURVATURE OF A 150.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 171.04 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 65°20'00" AND A CHORD THAT BEARS N.31°27'09"W. A DISTANCE OF 161.93 FEET; THENCE N.01°12'51"E. A DISTANCE OF 174.21 FEET TO A POINT OF CURVATURE OF A 350.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.36 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 55°43'04" AND A CHORD THAT BEARS N.26°38'41"W. A DISTANCE OF 327.11 FEET; THENCE N.89°37'51"E. A DISTANCE OF 599.26 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING A POINT OF CURVATURE OF A 920.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 78.30 FEET ALONG SAID WESTERLY RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 04°52'35" AND A CHORD THAT BEARS S.23°26'34"W. A DISTANCE OF 78.28 FEET; THENCE S.25°52'51"W. A DISTANCE OF 479.55 FEET ALONG SAID WESTERLY RIGHT OF WAY TO A POINT OF CURVATURE OF A 3630.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 152.06 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 02°24'01" AND A CHORD THAT BEARS S.24°40'51"W. A DISTANCE OF 152.05 FEET TO THE POINT OF BEGINNING. CONTAINING 198,654 SQ.FT. OR 4.56 ACRES

BOUNDARY DESCRIPTION ANDERSON GENEVA DEVELOPMENT WEST SIDE PARCEL #3

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER, NORTHEAST QUARTER OF SECTION 7, AND THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE WEST A DISTANCE OF 2188.02 FEET; THENCE NORTH A DISTANCE OF 2628.57 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.89°38'57"W. A DISTANCE OF 556.95 FEET; THENCE N.04°32'46"E. A DISTANCE OF 1286.21 FEET; THENCE N.08°52'57"W. A DISTANCE OF 1042.47 FEET; THENCE N.08°31'48"E. A DISTANCE OF 351.11 FEET; THENCE N.11°31'05"E. A DISTANCE OF 1761.44 FEET; THENCE .04°54'20"W. A DISTANCE OF 349.21 FEET; THENCE S.64°07'09"E. A DISTANCE OF 341.02 FEET TO A POINT OF CURVATURE OF A 3552.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT AND TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1347.29 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 21°43'46" AND A CHORD THAT BEARS S.10°51'53"W. A DISTANCE OF 1339.23 FEET; THENCE SOUTH A DISTANCE OF 1073.34 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF 43.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 67.54 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS S.45°00'00"W. A DISTANCE OF 60.81 FEET; THENCE WEST A DISTANCE OF 5.00 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH A DISTANCE OF 81.00 FEET AONG SAID RIGHT OF WAY; THENCE EAST A DISTANCE OF 5.00 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 43.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.54 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTYRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS S.45°00'00"E. A DISTANCE OF 60.81 FEET; THENCE SOUTH A DISTANCE OF 1285.27 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 1552.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 681.71 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 25°09'32" AND A CHORD THAT BEARS S.12°34'46"E. A DISTANCE OF 676.25 FEET; THENCE S.00°51'18"W. A DISTANCE PF 22.50 FEET ALONG SAID RIGHT OF WAY; THENCE S.26°42'04"E. A DISTANCE OF 43.76 FEET ALONG SAID RIGHT OF WAY; THENCE S.48°55'21"E. A DISTANCE OF 27.98 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.
CONTAINING 1,428,671 SQ.FT. OR 32.80 ACRES OF LAND.

**BOUNDARY DESCRIPTION
ANDERSON GENEVA DEVELOPMENT
WEST SIDE PARCEL #4**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE WEST A DISTANCE OF 1535.84 FEET; THENCE SOUTH A DISTANCE OF 106.90 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.89°59'38"W. A DISTANCE OF 890.99 FEET; THENCE N.09°06'00"W. A DISTANCE OF 600.59 FEET; THENCE N.29°19'00"W. A DISTANCE OF 37.25 FEET; THENCE N.05°24'11"W. A DISTANCE OF 733.27 FEET; THENCE N.07°23'30"W. A DISTANCE OF 1181.71; THENCE N.04°32'46"E. A DISTANCE OF 205.21 FEET; THENCE N.89°38'57"E. A DISTANCE OF 556.95 FEET TO A POINT OF CURVATURE OF A 1552.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 338.94 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 12°30'31"AND A CHORD THAT BEARS S.34°43'15"E. A DISTANCE OF 338.26 FEET; THENCE S.10°35'21"E. A DISTANCE OF 2500.02 FEET TO THE POINT OF BEGINNING.
CONTAINING 2,225,084 SQ.FT. OR 51.08 ACRES OF LAND.

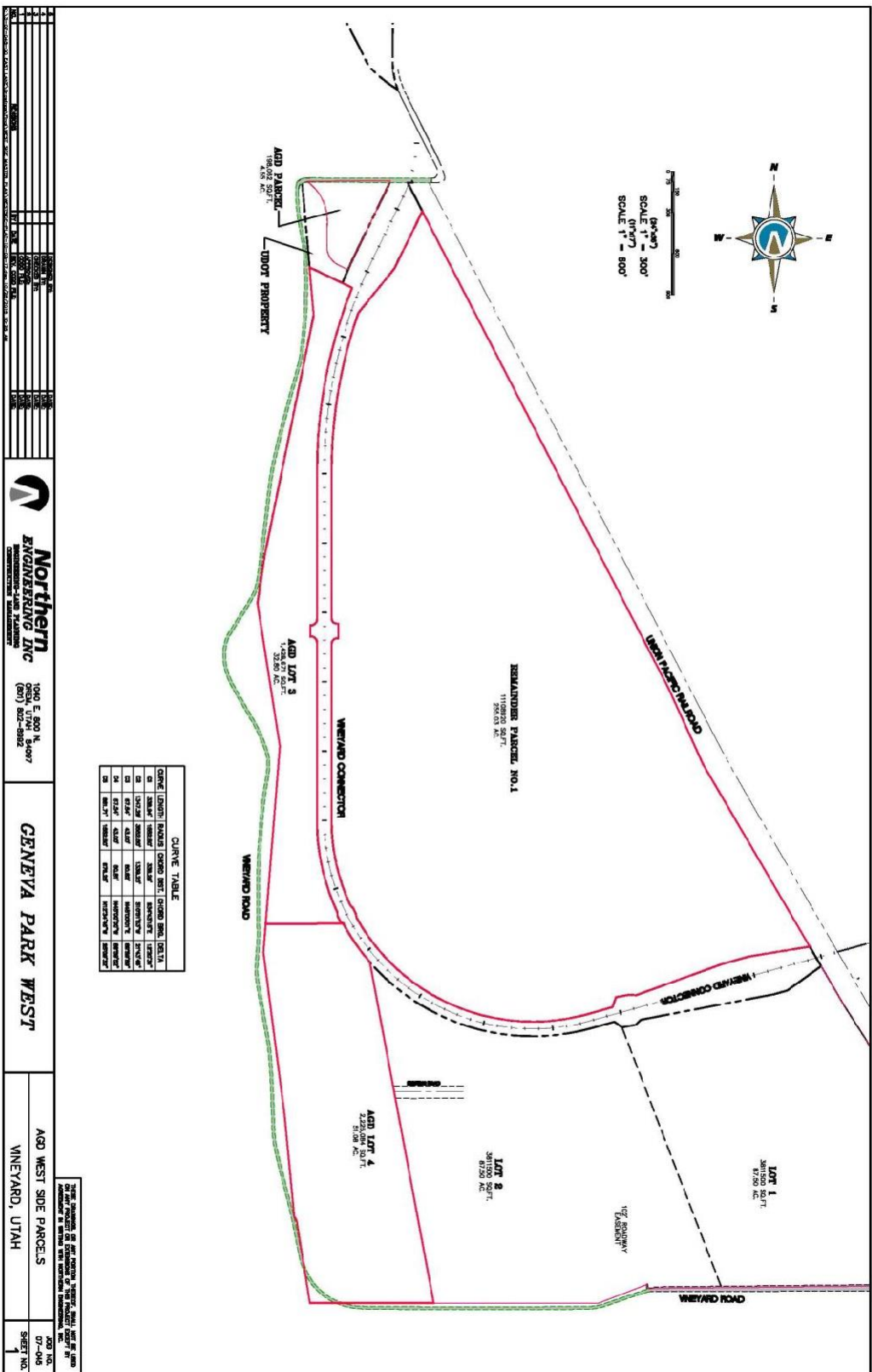


Exhibit B: The Code

EXHIBIT E: The Backbone Infrastructure

1. Construction of Main Street roadway from the Vineyard Connector on the south and to at least the anticipated connection with the Vineyard Connector on the north and west (“Main Street”)
2. Construction of sewer mains, lines, and facilities to align with Main Street
3. Construction of water mains, lines, and facilities to align with Main Street
4. Construction of storm drain lines and facilities to align with Main Street
5. Construction of gas and electrical lines and facilities to align with Main Street
6. Construction of lighting, sidewalks, curb, gutter, parking, walls and fencing, and landscaping along Main Street
7. Design and construction of streets, and associated improvements from right-of-way to right-of-way, shown on the ~~Town-Center~~Downtown Vineyard Plan as shown in Exhibit “D” (the “Backbone Streets”)
8. Design and construction of sewer mains, lines, and facilities to align with Backbone Streets
9. Design and construction of water mains, lines, and facilities to align with Backbone Streets
10. Design and construction of storm water lines and facilities to align with Backbone Streets
11. Construction of gas and electrical lines and facilities to align with Backbone Streets
Construction of lighting, sidewalks, curb, gutter, parking and landscaping along Backbone Streets
12. Design and construction of structured parking facilities in the ~~Town-Center~~Downtown Station, ~~Town-Center~~Downtown Mixed Use, Village ~~Office~~General, and Lake Front Commercial districts.
13. Design and construction of roads, sidewalks, curb, gutter, lighting, landscaping, bike lanes and parking areas along the Lake Promenade
14. Design and construction of additional improvements to the Lake Promenade, and Geneva Park as provided in the Code and as determined by the City and Agency
15. Design and construction of power and gas line and facilities to service the Property
16. Design and construction of train station improvements including associated parking facilities and trails from the parking facilities to the train station

3 Downtown Vineyard (Town Center)

3.02 Purpose, Vision, And Intent

3.04 Districts

3.06 Street Types

3.08 Uses

3.10 Building Standards

3.12 Open Space Types

3.14 Landscape

3.16 Parking

3.18 Sign Types

3.20 Administration

HISTORY

Amended by Ord. [2020-02](#) on 4/29/2020

3.02 Purpose, Vision, And Intent



Downtown Vineyard will become a vibrant center of activity and commerce for Vineyard; a destination with many exciting places to visit, live, recreate, and shop. The Downtown connects a regional transit-served core and a superb park and trail system to Utah Lake. As a transit-oriented center, there will be a mix of uses, creating a more balanced community. Diverse Districts tied together by great walkable streets and open spaces will encourage people to spend their day and night in the downtown area, rather than driving back and forth across the region. Not only will Downtown Vineyard function as the City's center, it will become the most diverse, active, and sustainable center in Utah County. Where appropriate, the Downtown will incorporate heritage themes that

promote, preserve, and celebrate the rich and storied history of Vineyard.

Downtown Districts are composed of small blocks within a connected network making it easy for pedestrians, bikers, and automobiles to move through the City. The Lake Promenade will incorporate unique activities and experiences, connecting FrontRunner with Utah Lake, extending the lake's amenity regionally. Each block will include different design features and activities . Running west-to-east, the Promenade includes numerous major destinations : Utah Lake, Lakeside Park, Market Street, and the Vineyard Station Plaza. Street alignments and the Lake Promenade will reveal views of the mountains and the lake.

Downtown Vineyard demonstrates a new direction for development in the Wasatch Front. A true compact, mixed-use, walkable, and livable, Downtown will inspire the region to create and value human-scaled places and activate the public's investment in transit services. Downtown will incorporate sustainable practices from the beginning, harnessing emerging technologies alongside timeless traditions embodied in careful place-making. In a region lacking diverse, mixed-use, and transit-connected centers of business and life, Downtown Vineyard will attract residents and businesses starving for vibrant places. Today, businesses want to locate in places where their employees will be happy, and increasingly those employees want vibrant, mixed-use, and transit-connected places. Downtown Vineyard will achieve this, along with ample parks and amenities, direct access to Utah Lake being chief among them. Demonstrating the success of this model, Downtown Vineyard will lead a new sustainable and human-scaled future for the Wasatch Front and beyond.



HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.04 Districts

[3.04.010 Downtown Station \(DTS\)](#)

[3.04.020 Downtown Mixed Use \(DTMU\)](#)

[3.04.030 Village General \(VG\)](#)

[3.04.040 Lake Front Commercial \(LFC\)](#)

[3.04.050 Lake Front Residential \(LFR\)](#)

[3.04.060 Geneva Park \(GP\)](#)

[3.04.070 District Map](#)

3.04.010 Downtown Station (DTS)

The Downtown Station (DTS) district represents the greatest height, density, and intensification of uses lying just west of the Vineyard Station. Riders arrive to an active urban plaza at the transit station, setting the stage for a pedestrian-oriented center and promenade. The Lake Promenade takes the form of a Market Street from the station to Civic Square, drawing transit riders toward the lake. A mix of commercial and residential uses is encouraged to activate commercial streets. The Lake Promenade emanates from the Vineyard Station, where tall buildings frame the Promenade's open spaces. Commuters and visitors are encouraged to linger after work to patronize the events, activities, shops, and restaurants that line Market Street and the Lake Promenade. Vineyard Station is the eastern focal point that includes a large iconic pedestrian link to the UVU campus on the east side of the UP tracks and Frontrunner.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.04.020 Downtown Mixed Use (DTMU)

The Downtown Mixed Use (DTMU) district located west of Main Street frames the Lake Promenade and relies on it for views and recreational activities. Buildings line the Vineyard Connector to reduce traffic noise and reinforce the Downtown. Single Purpose office-type buildings are encouraged along with mixed residential, cultural, and commercial uses. Building form varies within the district, from storefront and common entry along the Lake Promenade, to special cultural buildings and stately multi-family and hotels.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.04.030 Village General (VG)

The Village General district promotes a lower intensity of mixed-uses, including smaller

offices, residences, and neighborhood main-street oriented commercial. A second Lake Promenade links Main Street to the Connector and beyond to the lakefront. At the north end of this district is the proposed Geneva Park, an open space that will obtain some of the soils that will be removed from the Downtown. No buildings are proposed on the soil depositories in the Park, but adjacent sections may include recreational and educational facilities. The building form is lower and less intense than the Downtown Station, yet remains oriented toward the street to promote walkability.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.04.040 Lake Front Commercial (LFC)

The Lake Front Commercial district is intended to be a resort area promoting access to Utah Lake and potential marina functions. Commercial activities are encouraged to promote a boardwalk-type setting with small-scale businesses and active storefronts oriented toward the lake to entertain visitors, along with lodging. Lake access will draw residents from throughout the region. Access to the Lake Front Commercial district is encouraged by pedestrian-oriented streets linked to the Downtown. Loft offices are encouraged to provide work places with direct lake views. The northern end of the district includes some single-purpose, multi-family housing north of the second promenade.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.04.050 Lake Front Residential (LFR)

The Lake Front Residential district promotes the connection to the edge of the lake and adjacent trail system. Buildings front on 300 West and on the lake with internal open spaces and access. Building forms include a mixture of single purpose, townhomes, mansion homes, and small-lot single-family homes. The Lake Promenade terminates at the shore of Utah Lake and connects to the Lake Trail.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.04.060 Geneva Park (GP)

Geneva Park district is intended to be the depository location for less desirable material from the Downtown area. The site will be used as a park whose program may be regulated by the Utah State Department of Environmental Quality. It is anticipated that no

structures or irrigation are permitted on the depository mounds.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.04.070 District Map

Figure: Map of the Downtown Vineyard

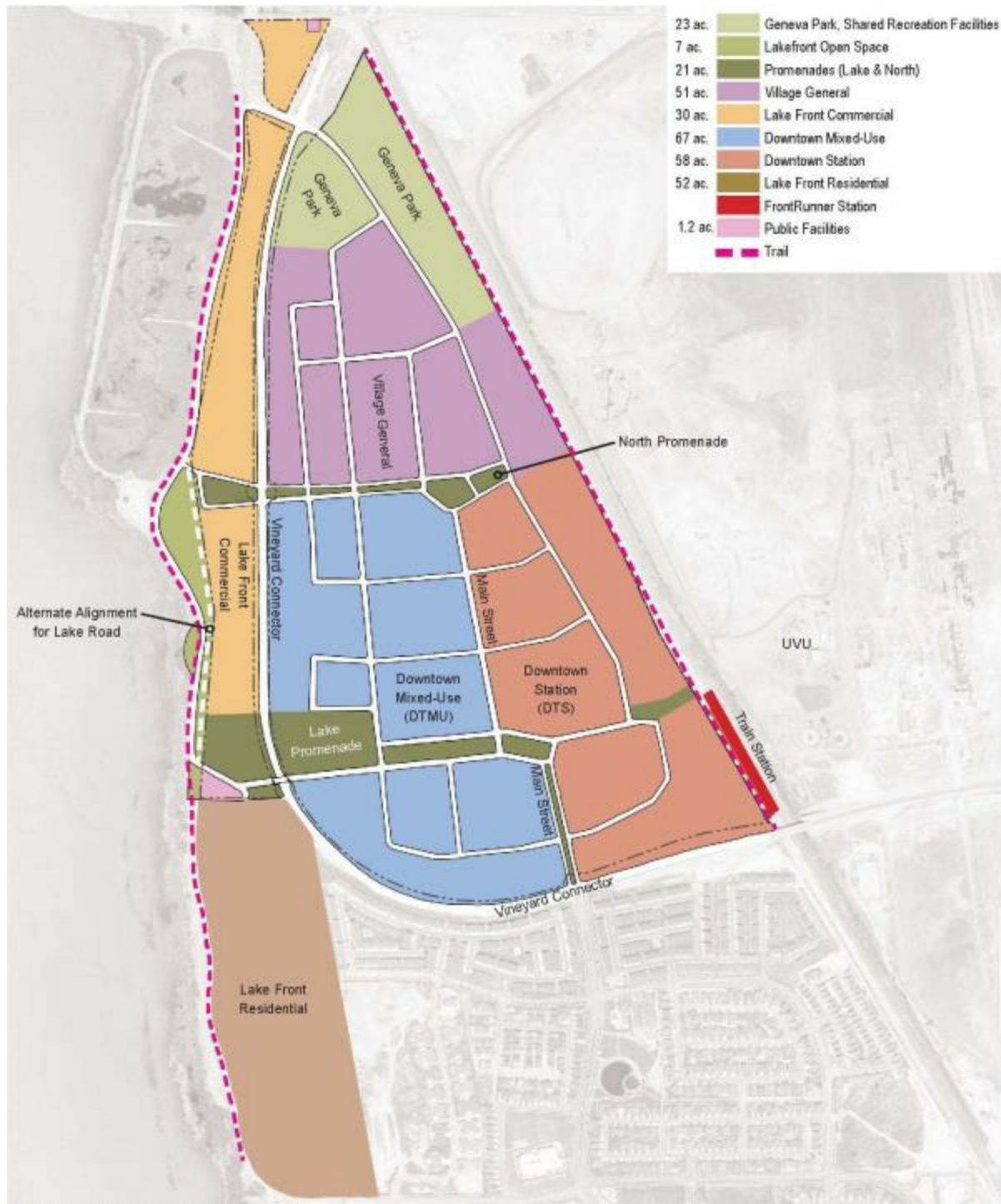


Figure 3.04.070(1) Map of Downtown Vineyard

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

[3.06 Street Types](#)

[3.06.010 General Requirements](#)
[3.06.020 General Street Type Standards](#)
[3.06.030 General Street Layout Requirements](#)
[3.06.040 Lake Promenade Street](#)
[3.06.050 Main Street And North Promenade](#)
[3.06.060 Bike-Way Streets](#)
[3.06.070 Side Streets](#)
[3.06.080 Lake Road](#)
[3.06.090 Shared Space Streets](#)
[3.06.100 Pedestrian Streets](#)

3.06.010 General Requirements

1. **Intent.** The standards outlined in this section are intended to:
 - a. Create complete streets that address all modes of travel including pedestrian traffic, bicycle traffic, transit, and vehicular traffic at speeds appropriate for shared use.
 - b. Address all features of the street right-of-way (ROW), including sidewalks, parkways, traffic lanes, bicycle lanes, and medians.
 - c. Create streets and public spaces that reduce stormwater runoff quantity and improve quality of stormwater runoff.
 - d. Create focal points that emphasize the Lake Promenade and Main Street intersections.
2. **General Requirements.** All proposed streets, landscaping or furnishing zones, and sidewalks shall be located in public or private ROWs as required by this section.
 - a. Street Types. All new ROWs shall match one of the street types specified in this section, whether publicly dedicated or privately held.
 - b. Public Use. Streets may be privately or publicly owned, but all streets shall be available for public use at all times.
 - c. Gated streets, whether public or private, are not permitted except at the entrance to a secure parking lot.
 - d. Coordination. Street design must comply with the Manual on Uniform Traffic Control Devices (MUTCD) and City construction specifications.
3. **Street Construction Specifications.** All ROW construction plans must conform with current city standards and specifications and are subject to review by the Vineyard City Engineer and Fire Department.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.06.020 General Street Type Standards

1. **Street Types.** Street Types defined in this section outline acceptable street configurations as identified in the street type map. New streets shall be designed using the standards specified for each street type.
2. **Graphics.** The graphics illustrating each street type, are configuration examples of that street type. Other configurations are possible using the specific standards.
3. **Typical Street Elements.** Typical elements of a vehicular right-of-way are divided into the vehicular and pedestrian realm. Each street type detailed in this section outlines which facilities are applicable. Pedestrian streets have only a pedestrian realm, though they may require access for emergency and delivery vehicles and should accommodate bicycles.
 - a. **Vehicular Realm.** The vehicular realm is comprised of the travel lanes, bicycle lanes, and parking lanes. Deliveries and drop-off may occur within parking lanes either informally or through specific curbside management of users and times.
 - b. **Pedestrian Realm/Street Buffer.** The pedestrian realm is typically comprised of pedestrian facilities such as sidewalks, paths/trails, or off-street bicycle paths. A buffer area is also typically provided, consisting of a landscape zone or furnishings zone that serves to buffer pedestrians or bicyclists from the movements of higher speed vehicles in the vehicular realm. Pedestrian paths shall provide direct access to existing public passageways.
 - i. **Park Strip.** A landscape area between the back of curb or edge of pavement to the sidewalk in which street trees, swales, lighting, and signage may be located.
 - ii. **Furnishings Zone.** A hardscape area that extends from the sidewalk to the back of curb, in which street trees, street furniture, lighting, and signage may be located.
 - iii. **Urban Park Strip.** A landscape and hardscape area between the back of curb and sidewalk in which street trees, street furniture, lighting, and signage may be located.

Street Type Map 3.06.020(1)

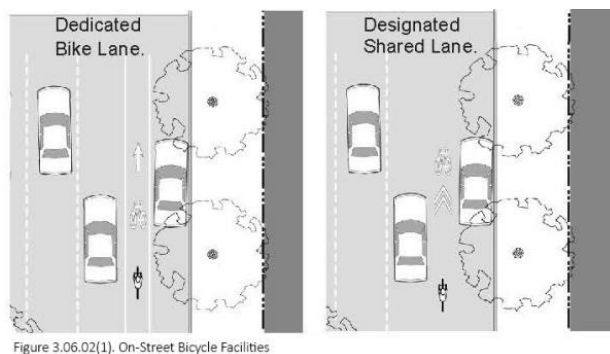
4. **Vehicular Travel Lanes.** The number and width of vehicular travel lanes are

determined by the Street Type, the Vineyard Downtown Traffic Impact Study (TIS), and City standard specifications. The TIS shall be updated and submitted to the City Engineer prior to construction of roadways based on approved road configurations.

5. Bicycle Facilities. The following types of bicycle accommodations are permitted in the vehicular realm per Street Type. Refer to *Figure 3.06.020(2)*

- a. *Dedicated Bicycle Lane.* Dedicated bicycle lanes are striped lanes, optionally protected by a buffer, on the outside of the outermost travel lanes or between parking and the curb (parking protected) that are designated only for bicycle use. Parking protected lanes are preferred where practical. This lane occurs on both sides of the street and shall be five-feet wide or more when one-way or on one side of the street and ten-feet wide or more when two-way.
- b. *Designated Shared Lane.* A designated shared lane is a lane that is shared between vehicles and bicycles. This lane includes a painted bicycle marker combined with a double arrow (known as a “sharrow”) centered within the shared travel lane, per current MUTCD standards.

Figure 3.06.020(2):



6. Stormwater Management. Incorporation of stormwater management best practices is encouraged, such as incorporating drainage swales and slotted curbs into the park strip adjacent to parking lanes or in medians. Along storefront commercial streets, open areas of stormwater management should be avoided. Final design shall meet the requirements of the City Engineer.

7. Street Trees. Street trees are required along all street frontages. Spacing for trees should average 40 feet on center or less. . Street tree spacing shall be consistent and uninterrupted when possible. Streets with storefront commercial or galleries may vary from the average spacing. For appropriate street tree types, selections should reflect high water table, saline, alkaline soil types, and be conducive to pruning to provide a clear view of adjacent buildings. See Landscape Chapter and the Vineyard Tree

Manual.

8. Fire Access. The Fire Department may require modification to street designs for compliance with fire code standards. Such modifications may supersede the requirements of this chapter.

9. Underground Utilities. Power and communication utilities shall be located underground, except where utility operators insist upon above ground equipment. Associated electrical boxes are encouraged to be located underground and away from the visual termination of streets. All power, gas, and communication utilities must be coordinated by the developer.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.06.030 General Street Layout Requirements

1. Intersections

- a. Curb Radii. The following curb radii shall be utilized unless otherwise authorized by the Vineyard City Engineer upon good cause.
 - i. Intersections should be designed for the typical design vehicle along the path of travel (the effective radius) which allows for a smaller radius of the physical curve. Small curb radii at intersections shorten pedestrian crossing distances and reduce vehicle turning speeds, thereby balancing the ease of travel of the vehicles and pedestrians. Refer to *Figure: 3.06.030(1)*

Figure: 3.06.030(1) Curb Radius Diagram

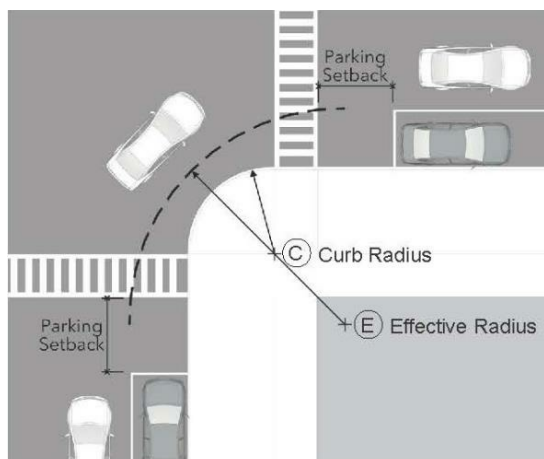


Figure 3.06.030(1). Effective Radius with On-Street Parking

- ii. The standard effective curb return radius is 28 feet. The actual radius of the curb may be reduced to no less than 5 feet where on-street parking and bicycle lanes separate the travel lane from the curb. Refer to Figure 3.06.030(2).
- iii. Alley Intersections. The curb radius at intersections with alleys shall be no greater than 5 feet where parking lanes or bike lanes are located along the curbline. Figure: 3.06.030(2) Effective Radius with Bike Lanes and On-street Parking

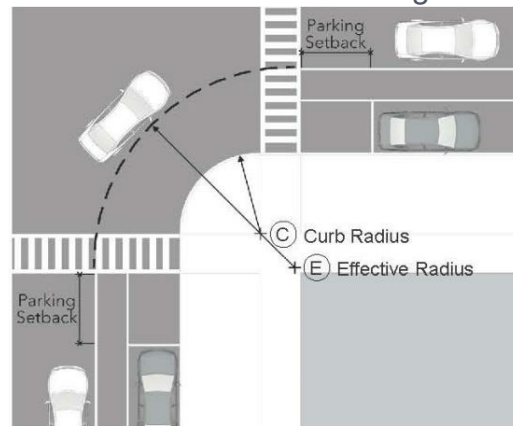


Figure 3.06.030(2). Effective Radius with Bike Lanes and On-Street Parking

2. Crosswalks. Crosswalks shall be required at all intersections in Downtown Vineyard, including mid-block pedestrian crossings (unless otherwise authorized by the City Engineer upon good cause).
 - a. Dimensions. Crosswalks shall be at least six feet wide measured from mid-stripe to mid-stripe. Crosswalks at high volume pedestrian crossings such as Main Street and the Promenades must be at least ten feet wide measured from mid-stripe to mid-stripe.
 - b. Markings. Crosswalks shall be appropriately indicated on the finished street surface or where required in parking and access areas. Crosswalks shall be marked with textured or colored pavement, thermoplastic applications, or another marking approved by the City Engineer.
 - c. Crossing Distances. To encourage pedestrian activity, typical crosswalks shall not extend over 38 feet without a landscape median, bulb-outs and/or other pedestrian refuge excluding the width of on-street bicycle lanes and buffers, to mitigate the effects of vehicular traffic on crossing and increase pedestrian safety and comfort.
 - d. Accessible ramps and warning panels, per the American Disabilities Act or any more stringent state requirement, are required where all sidewalks or trails terminate at a crosswalk or curb.
 - e. Ramp Orientation. Ramps shall be oriented perpendicular to traffic,

requiring two ramps per corner at intersecting streets, except a single ramp oriented toward the corner may be required by the City Engineer where ramps perpendicular to traffic result in crosswalks too distant from the parallel curblane.

3. Bulb-outs. To shorten pedestrian crossing distances, bulb-outs may be utilized at intersections unless otherwise required by the City Engineer. Refer to *Figure:3.06.030(3)*.

Figure: 3.06.030(3) Effective Radius with Bike Lane and Bulb Out.

- a. The depth of the bulb-out shall match the width of utilized on-street parking.
- b. The radius of the bulb-out shall match the requirements for the intersection.
- c. Planted areas or seating areas shall be included where appropriate to delineate pedestrian crossings and to enhance the streetscape.

Figure: 3.06.030(3), Radius with Bike Lanes and Bulb-outs

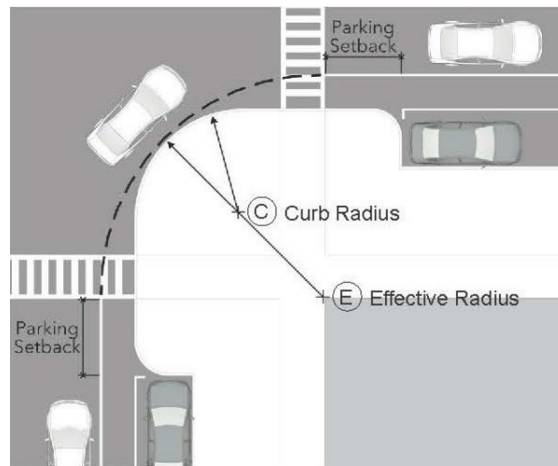


Figure 3.06.030(3). Effective Radius with Bike Lanes and Bulb-out

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.06.040 Lake Promenade Street

1. **Description.** The Lake Promenade cross-section is designed to facilitate the vision of creating a public right-of-way that doubles as a true public gathering place. Modeled after other great promenades across the nation such as Park

Avenue in Portland, Oregon and Commonwealth Avenue in Boston Massachusetts, the Lake Promenade will prioritize pedestrians, bicyclists, and traffic to local businesses. While some users are expected to arrive by automobile and park in garages and on-street parking, the majority are expected to be residents or are anticipated to arrive via the FrontRunner or Light-Rail Transit. Accordingly, it is expected that the Promenade will be fully integrated with the Inter-Modal Hub at its east end and with the lake front on its west end. Sidewalks and protected bike lanes will serve to convey pedestrians and cyclists between these two termini.

The ample sidewalks encourage foot traffic along the building edge as well as the central promenade and civic square, and, depending on width, could accommodate street dining, benches, and sidewalk sales/vending. On the street side of the sidewalk, an urban park strip will reserve space for trees, overhead lighting, bike racks, planter boxes, sidewalk dining, and fire hydrants. Beyond the urban park strip, a protected bike lane separated from on-street parking by a buffer and optional curbing will serve to increase the sense of safety and ease felt by cycling users. A row of on-street parking will line either side of a single traffic thru-lane. Though separated by the green-way, the two one-way sides of the road will operate as a single thoroughfare. The center green-way will feature walking paths, benches, public monuments, street art, open turf areas, and tree plantings.

The character of the Lake Promenade changes at different points along its length (Figure 3.06.040(2), with a public square on the west at the Connector (figure 3.06.040(3), followed by a linear park (figure 3.06.040(4), and arriving at a public plaza, which doubles as an elongated and squared round-about, and finally in a Shared Use Street, Market Street (section 3.06.090), which connects to the FrontRunner Station.

2. **General Requirements.** The street shall be developed using the standards in Table 3.06.040(1).

Optionally, a two-way segment of street may be located along the north or south edge of the Civic Square section to provide two-way access to the Vineyard Connector. This configuration may include two, 10' travel lanes, and two, 7' or 8' parking lanes, along with bike lanes and buffers.

Table: 3.06.040(1) Lake Promenade Street Requirements	
Permitted Districts	See Map
Typical Right-of-Way Width	Varies by location, 65' minimum each side of the median, park, or plaza.
Vehicular Realm	

Travel Lanes	1 each way
Lane Width	12'
Allowable Turn Lanes	Turn lanes are required by TIS*
Parking Lanes	Parallel required on both sides of street 7' - 8', at Central Section; angled required on both sides of the street at Civic Square Section. Angled parking should be 60-degree reverse-angled.
Pavement Width	Minimum 20' on each side, except where reduced for pedestrian crossings
Median/Promenade	Required; width varies by location and may be provided outside of the ROW
Bicycle Facilities	Required: Parking protected preferred
Pedestrian Realm	
Pedestrian Facilities	8' sidewalk minimum, both sides of the right-of-way
Street Buffer	Urban Park strip, 6' minimum. Allows for trees, bike racks, planter beds, street furnishings, and lights.



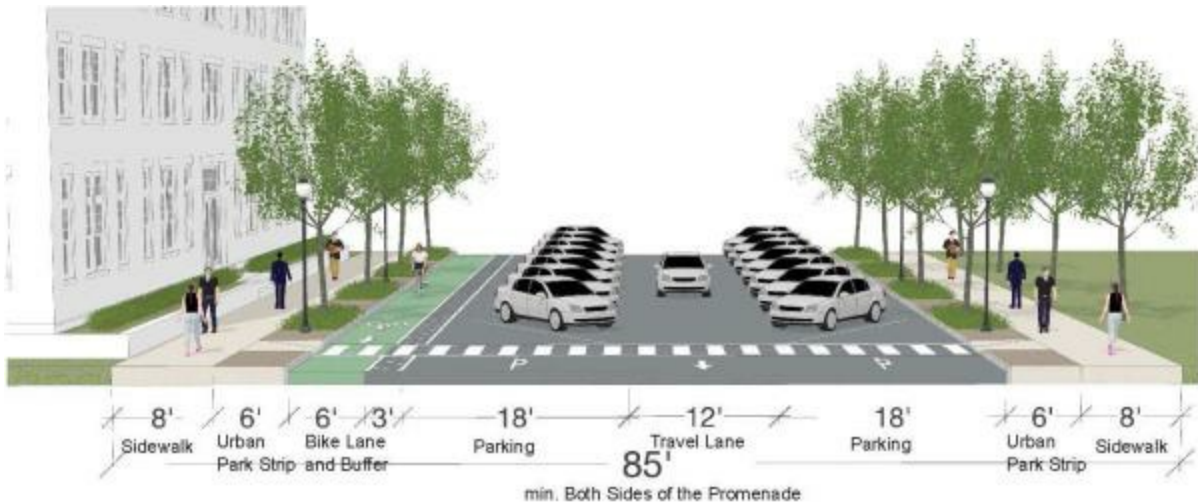


Figure 3.06.040(3). Lake Promenade at the Civic Square Section

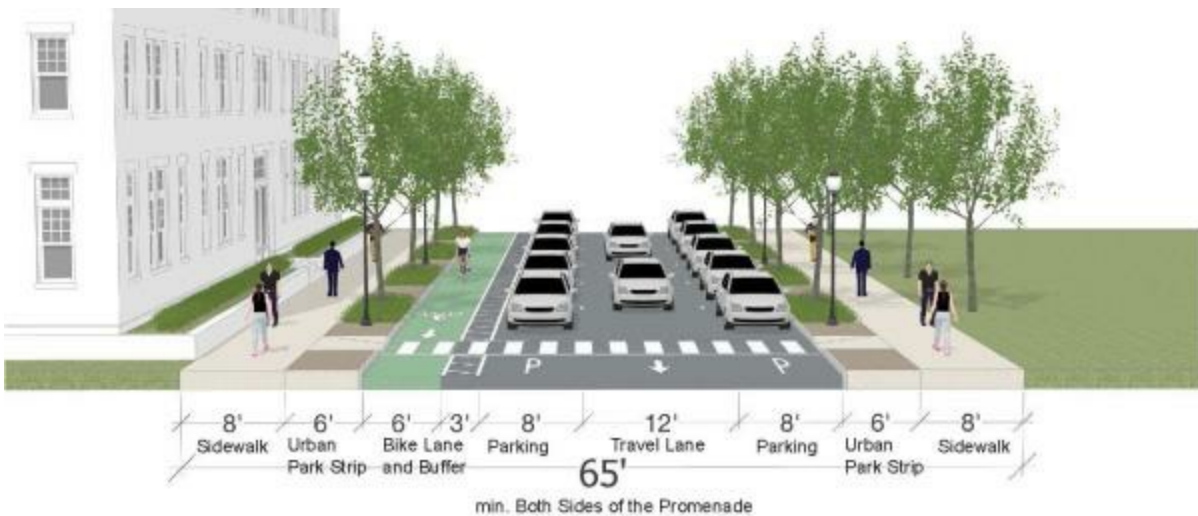


Figure 3.06.040(4). Lake Promenade Central Promenade Section

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.06.050 Main Street And North Promenade

1. **Intent.** These requirements are included to calm traffic and to improve walkability and bicycle access while managing bus and car traffic at the Vineyard Connector intersection. Special treatment of landscaping and street trees is encouraged to promote and signify the Downtown Vineyard identity. Changes in street-tree types are encouraged in order to promote and identify the Downtown Vineyard and to accent Lake Promenade Street. On-street parking is provided. Bike riders are accommodated by a protected lane.
2. **Description.** Like the Promenade, Main Street changes design at different points

along its length to respond to surrounding urban context, provide spatial enclosure, and create interest for pedestrians. At its southern point, Main Street has multiple travel and turn lanes to accommodate access (figure 3.06.050(2)). After the Transit Square, Main Street becomes a wide avenue with an allee of trees on both sides, which connects the south and north promenades (figure 3.06.050(4)) The Main Street cross-section will incorporate a planted median. A significant amount of pedestrian traffic is predicted, with many residents arriving on foot from adjacent districts. Sidewalks along Main Street may be as wide as the Promenade The North Promenade (figure 3.06.050(3)) is similar to the Main Street entry, with a central median, controlled by this street type.

3. **General Requirements.** This street type shall be developed using the standards in *Table: 3.06.050(1)*.

Table 3.06.050(1) Main Street / North Promenade Requirements	
Permitted Districts	See Map
Typical Right-of-Way	120' minimum
Vehicular Realm	
Travel Lanes	Travel lanes as required by TIS
Lane Width	10'-11'; 12' minimum where divided by a median with 1 lane in each direction
Allowable Turn Lanes	Turn lanes are required by TIS
Parking Lanes	Parallel required on both sides of street, 7' - 8', except from Vineyard Connector intersections to the first intersections within the Downtown
Pavement Width	Minimum width to be determined by fire code.

Media n	14' minimum, except where fire access is required, in which case additional tree planting space must be provided elsewhere within the right-of-way
Bicycl e Facilit ies	6' Protected lane; 6' dedicated lane from Vineyard Connector intersections to the first intersections within the Downtown
Pedestrian Realm	
Pede strian Facilit ies	8' minimum sidewalk
Street Buffer	8' minimum urban park strip or an optional park strip along the North Promenade. Double row of trees in a wide park strip and bike trail in the central section. Allows for trees, bike racks, planter beds, street furnishings and lights.

Figure: Main Street at Vineyard Connector (figure 3.06.050(2)) (illustrative)

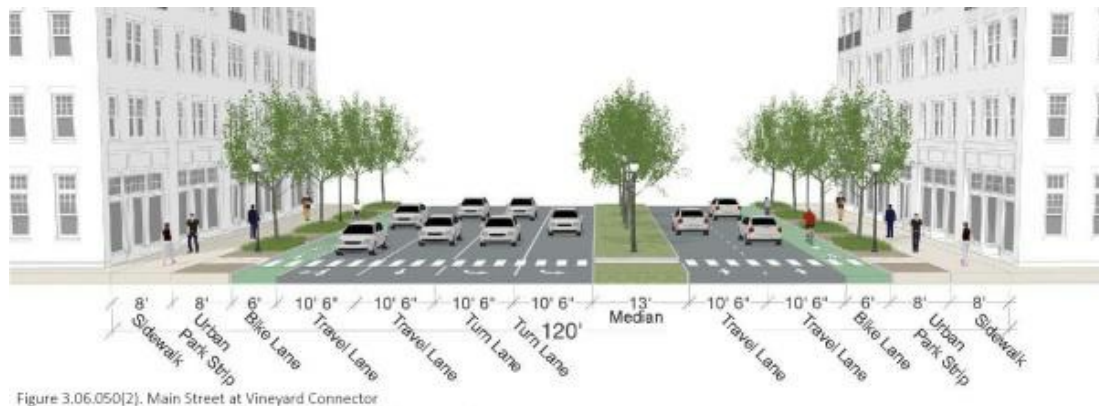
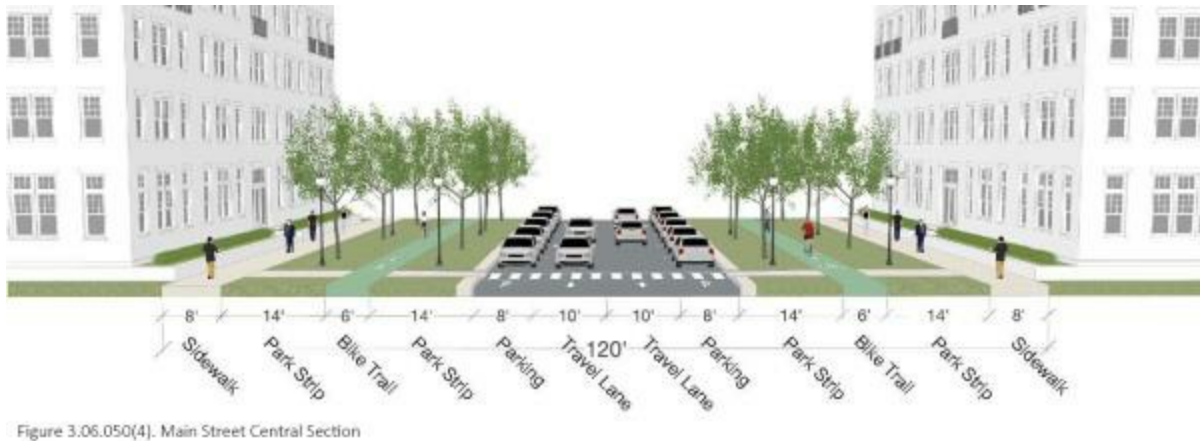


Figure: North Promenade Section (figure 3.06.050(3))



Figure: Main Street Central Station (figure 3.06.050(4)) (illustrative)



HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.06.060 Bike-Way Streets

1. **Intent.** Bike-way Streets provide dedicated bike lanes to ease circulation around Downtown Vineyard for bicycles, while also accommodating pedestrians, and vehicles.
2. **Description.** The bike-way street cross-section is meant to accommodate bicycles in a dedicated route around Downtown Vineyard. These roads will still accommodate pedestrians and vehicles, but are needed in a few limited locations to provide easier bicycle movement.
3. **General Requirements.** Streets shall be developed using the standards in Table 3.06.060(1) Figure 3.06.060(2) Bike-way Street Example.

Table: 3.06.060(1) Bike-way Requirements	
Permitted Districts	All Districts
Typical Right-of-way Width	80' minimum
Vehicular Realm	
Travel Lanes	1 lane in each direction
Land Width	10' or 11 ' where needed for UTA buses
Allowable Turn Lanes	Turn lanes as required by TIS
Parking Lanes	Parallel required on both sides of street, 7' - 8'
Pavement Width	20 ' minimum
Bicycle Facilities	Protected bike lanes; off-street bike lanes may be used station plaza and UTA bus stops
Pedestrian Realm	
Pedestrian Facilities	Sidewalk 6' minimum in Village General, 8' minimum elsewhere
Street Buffer	6' minimum park strip or urban park strip. Allows for tree racks, planter beds, street furnishings, and lights. 6' min furnishing zone in high-intensity and commercial areas

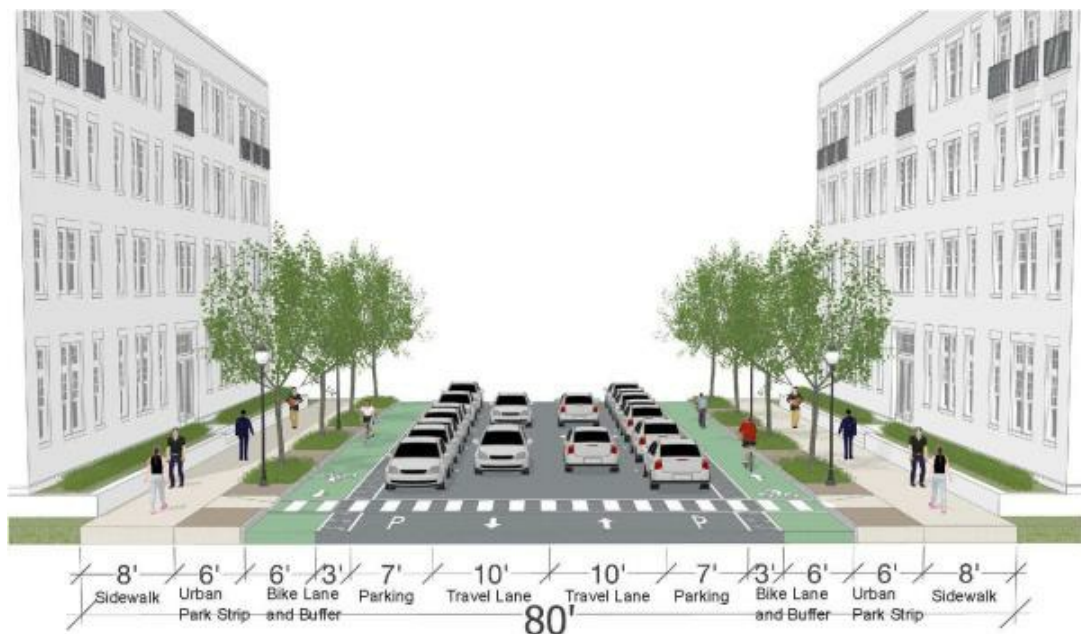


Figure 3.06.060(2). Bikeway Street Example (Illustrative)

HISTORY

Adopted by Ord. [2020-02](#) on 4/29/2020

3.06.070 Side Streets

1. **Intent.** Side streets are most common streets accessing many destinations in Downtown Vineyard for bicycles, pedestrians, and vehicles.
2. **Description.** The side-street cross-section is meant to accommodate all other master-planned roads within Downtown Vineyard. These roads will still accommodate pedestrians and bicyclists, but since they are low speed and low-traffic, active transportation users will not require the same degree of separation or protection. The single through lane in each direction on these side streets will be shared and with appropriate pavement markings and signage will be capable of accommodating pedestrians and cyclists. Sidewalk widths will vary from 6' to 10' or greater with larger sidewalks provided at areas of greater intensity of uses and building, and smaller ones at areas of lesser intensity. These narrow but functional side-street cross-sections will help to maintain the urban nature of the Downtown throughout the roadway network.
3. **General Requirements.** Streets shall be developed using the standards in *Table: 3.06.070(1)*.

Table: 3.06.070(1) Side Street Requirements	
Permitted Districts	All Districts
Typical Right-of-Way Width	60' to 80'
Vehicular Realm	
Travel Lanes	1 lane in each direction
Lane Width	10--11'
Allowable Turn Lanes	Turn lanes as required by TIS
Parking Lanes	Parallel required on both sides of street, 7' - 8'.

Pavement Width	20' minimum
Bicycle Facilities	Shared Bike Lanes
Pedestrian Realm	
Pedestrian Facilities	Sidewalks 6' minimum
Street Buffer	6' minimum park strip or urban park strip. Allows for trees, bike racks, planter beds, street furnishings, and lights. 6' minimum furnishings zone in high-intensity and commercial areas

Figure: 3.06.070(2) Side Street Example in Medium Intensity Areas (illustrative)

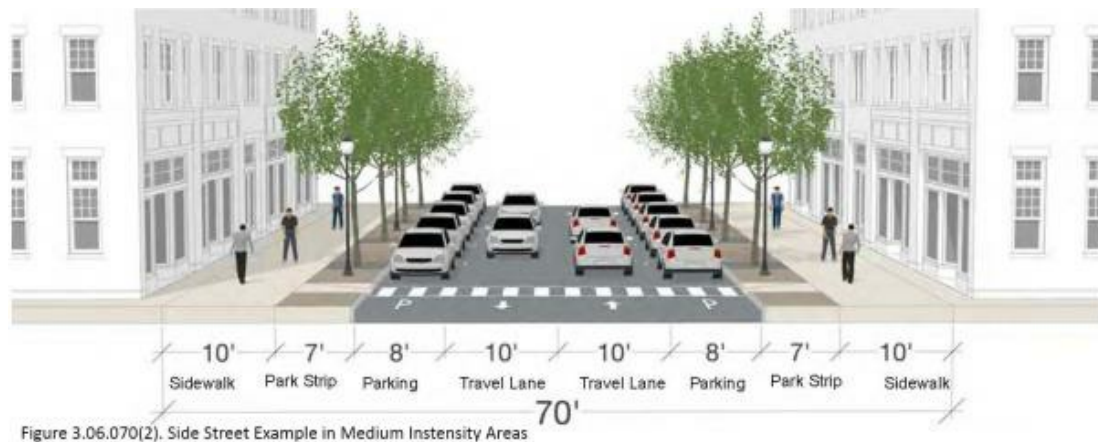


Figure: 3.06.070(3) Side Street Example in Medium Intensity Areas (illustrative)

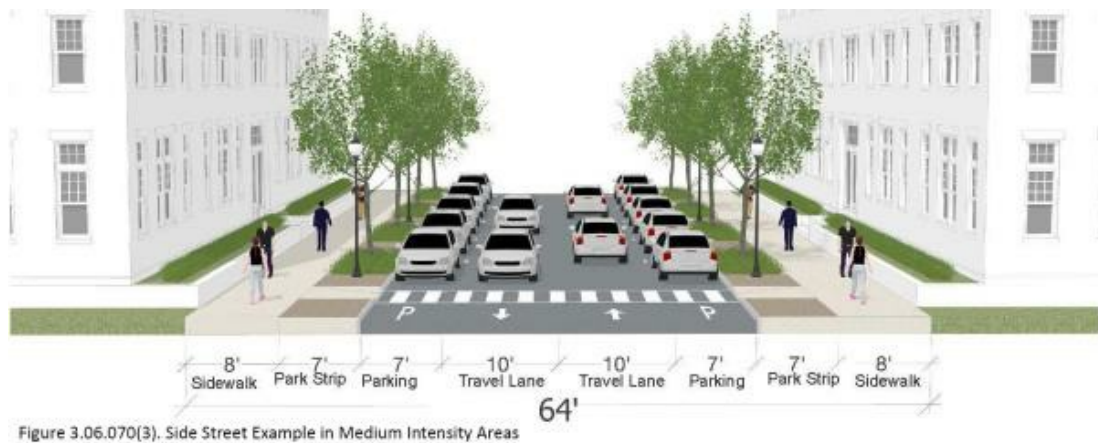


Figure 3.06.07(4) Side Street Example in Low Intensity Areas



Figure 3.06.070 (4). Side Street Example in Low Intensity Areas

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

Amended by Ord. [2020-02](#) on 4/29/2020

3.06.080 Lake Road

1. **Intent.** Road Lake is a unique condition along Utah Lake. The design intends to balance needs for access, parking, recreation, and commercial activity
2. **Description.** Lake Road is envisioned as a redesign of the existing road which has a meandering trajectory, accommodating the vision of a Lake Front boardwalk and resort area. The Vineyard site is a unique opportunity to provide access to Utah Lake, which is also connected to the region by transit. The design balances use with a North and South Section (figure 3.06.080(2)) that prioritizes

recreation and minimizes the street width; a Central Section (figure 3.06.080(3)) that prioritizes commercial uses and accommodates increased parking; and a Marina Section (figure 3.06.080(4)) where the road may abut a marina.

3. **General Requirements.** Vineyard Road shall be developed using the standards in Table 3.06.080(1).

Table: 3.06.080(1) Lake Road Requirements	
Permitted Districts	Permitted for Lake Front Commercial and Lake Front Residential Districts
Typical Right-of-Way Width	70' - 110' + green-way space that may be within or outside of the right-of-way
Vehicular Realm	
Travel Lanes	1 lane in each direction
Lane Width	9' - 10'; 10' - 12' adjacent to angled parking
Allowable Turn Lanes	Turn lanes as required by TIS
Parking Lanes	Parallel on one side or both sides, 7' - 8', or reverse-angled on both sides
Pavement Width	20' minimum
Median	NA
Bicycle Facilities	12' minimum shared use trail on the lake side and shared lanes
Pedestrian Realm	
Pedestrian Facilities	Sidewalk minimum 8' wide
	8' or larger urban park strip or furnishings zone opposite the lake

Street Buffer	side and 8' or larger park strip along the lake side. At the marina an urban park strip should be used on the marina side. .
---------------	--

Figure: 3.06.080(2) Lake Road North and South Section (illustrative)

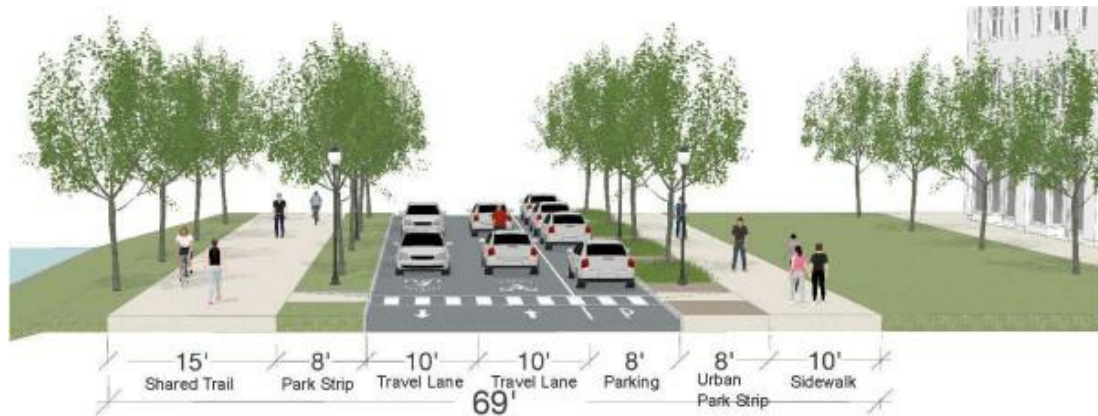


Figure 3.06.080(2). Lake Road North and South Section (Illustrative)

Figure: 3.06.080(3) Lake Road Central Section (illustrative)

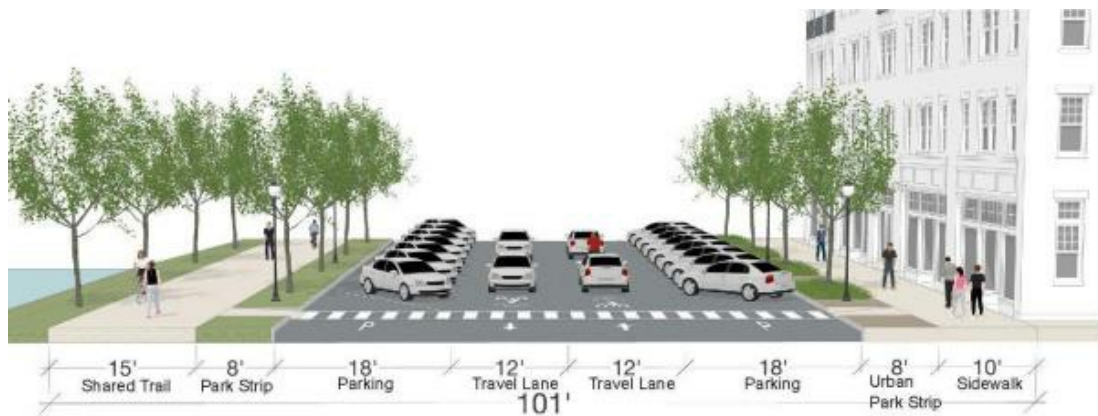


Figure 3.06.080(3). Lake Road Central Section (Illustrative)

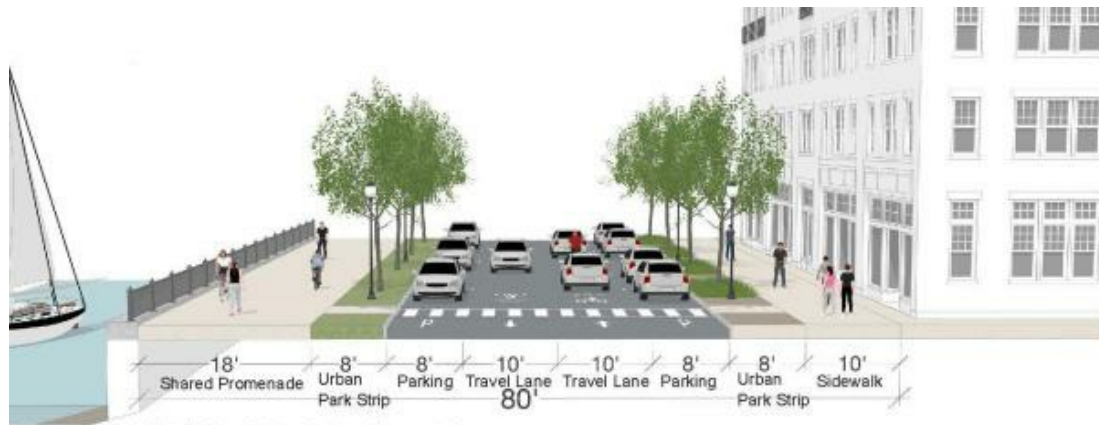


Figure 3.06.080(4). Lake Road Marina Section (Illustrative)

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

Amended by Ord. [2020-02](#) on 4/29/2020

3.06.090 Shared Space Streets

1. **Intent.** Shared-space streets provide for flexible use of street space where vehicles are accommodated, but pedestrians may occupy the entire street space for special events.
2. **Description.** Shared-space streets provide a highly pedestrian-centric environment by prioritizing pedestrian use of streets and accommodating vehicles only at very slow and cautious speeds. This is achieved with special paving materials and patterns which blend pedestrian and vehicular areas together (figure 3.06.090(2) and 3.06.090(3). Plantings, bollards, and paving patterns may suggest the best path for vehicular movement but do not dedicate space for vehicles. Shared-space streets are often closed for special events and allow outdoor dining and activities to occupy the majority of the street space.
3. **General Requirements.** Streets shall be developed using the standards in Table 3.06.090(1)

Table: 3.06.090(1) Shared Space Street Requirements	
Permitted Districts	All Districts
Typical Right-of-way Width	50' minimum
Vehicular Realm	
Travel Lanes	1 each direction
Lane Width	10'-11'

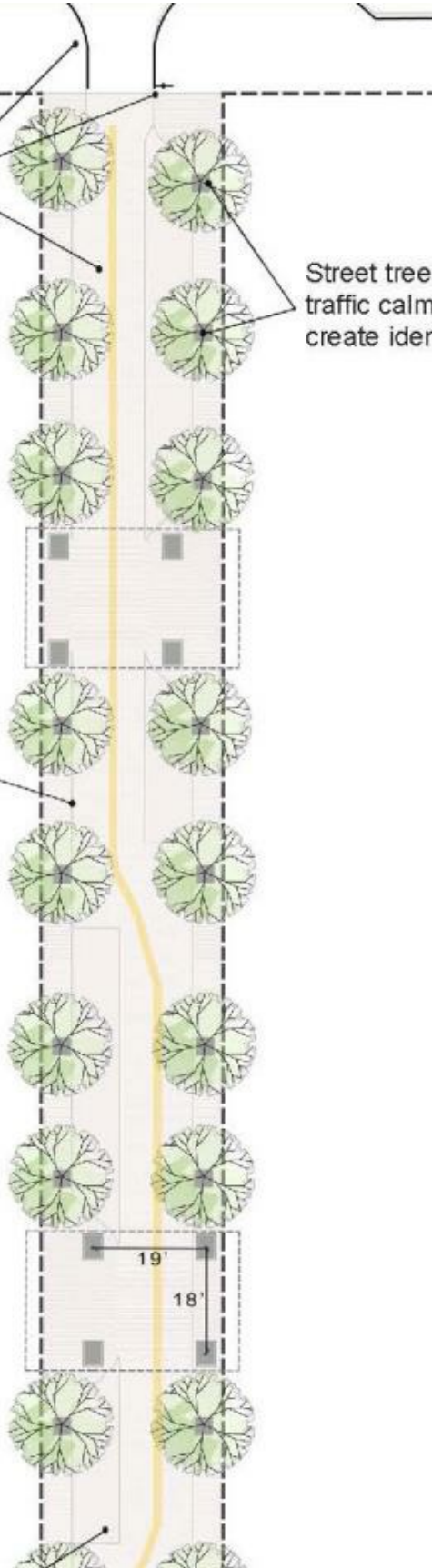
Allowable Turn Lanes	Turn lanes as required by TIS
Parking Lanes	Parking spaces are provided opportunistically through the streetscape design, 7' - 8'
Pavement width	20' minimum
Bicycle Facilities	Shared Roadway
Pedestrian Realm	
Pedestrian Facilities	Minimum of 8' combined sidewalk and furnishings zone each side
Street Buffer	Minimum of 8' combined sidewalk and furnishings zone, each side with clustered and opportunistic planting, public art and artistic lighting, outdoor dining and seating, gathering, vending, festivals, and parking for bicycles, scooters, and other similar vehicles. The entire space must be ADA accessible. Stormwater management may be included but must be designed to accommodate high pedestrian volumes

Bulb outs and paving patterns should be used to indicate to drivers that they are entering a non-typical street.

Street trees for shade, traffic calming, and to create identity.

Curb and gutter not required. Differing paving materials will be what separates and signifies where transportation modes should circulate.

Staggered on-street parking



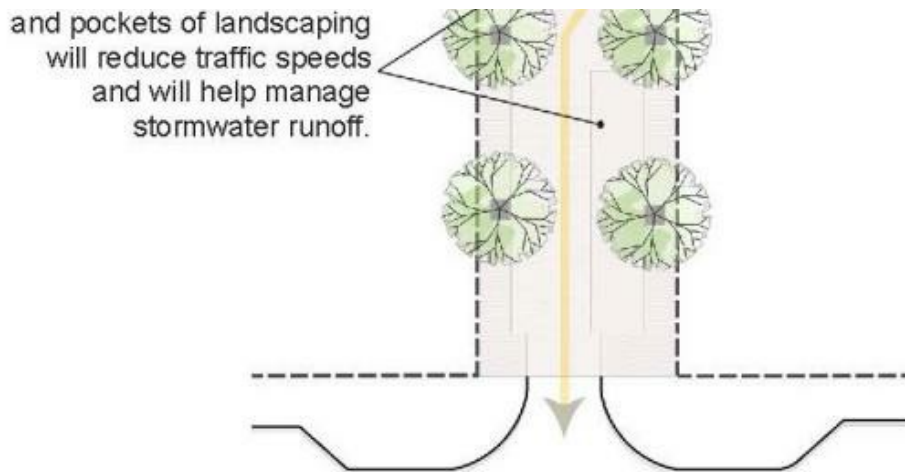


Figure 3.06.090(2). Shared Space Street Plan View (Illustrative)



Figure 3.06.090(3). Lake Promenade Market Street Section (Illustrative)

HISTORY

Adopted by Ord. [2020-02](#) on 4/29/2020

3.06.100 Pedestrian Streets

1. **Intent.** Pedestrian streets provide a fine-grained network of pedestrian routes through Downtown Vineyard and spaces aimed at pedestrian activity.
2. **Description.** Pedestrian streets provide pedestrians with access to gathering

spaces, outdoor dining, and vending without the danger of automobile movements. Bicycles, scooters, and similar vehicles are accommodated at slow speeds. Emergency vehicles and delivery vehicles are allowed along pedestrian streets while personal vehicles are discouraged and may be prohibited. Pedestrian streets do not identify lanes; rather, the space is used as needed by adjacent businesses, and may contain temporary or permanent kiosks, monuments, structures, and other facilities. A clear path must be maintained to allow for emergency vehicle access.

3. **General Requirements.** Streets shall be developed using the standards in Table 3.06.100(1)

Table: 3.06.100(1) Pedestrian Street Requirements	
Permitted Districts	All Districts
Typical Right-of-way width	20' minimum
Vehicular Realm	
Travel Lanes	NA; 20' minimum clear path must be maintained for emergency vehicle access
Lane Width	NA
Allowable Turn Lanes	NA
Parking Lanes	NA; parking spaces for delivery vehicles must be provided at least every 200', outside of the emergency clear path.
Pavement width	NA
Bicycle Facilities	Shared Roadway
Pedestrian Realm	
Pedestrian Facilities	Walkway 20' minimum
Street Buffer	NA; the areas outside of the clear path may be utilized as Furnishings Zones with clustered and opportunistic planting, public art and artistic lighting, outdoor dining and seating, gathering, and vending. The entire space must be ADA accessible. Stormwater management may be included but must be designed to accommodate high pedestrian volumes.

HISTORY

Adopted by Ord. [2020-02](#) on 4/29/2020

3.08 Uses

3.08.010 General Requirements

3.08.010 General Requirements

1. **General Provisions.** The following general provisions apply to the uses outlined in this section.
 - a. A lot may contain more than one use.
 - b. Each of the uses may function as either a principal use or accessory use on a lot, unless otherwise specified.
 - c. Uses are either permitted by right in a district, permitted by right with specific development or design parameters, or require a Conditional Use Permit in order to be developed.
 - d. Each use may have both indoor and outdoor facilities unless otherwise specified.
2. **Organization.** The uses are grouped into general categories, which may contain lists of additional uses or clusters of uses.
 - a. **Unlisted Similar Use.** If a use is not listed but is similar in nature and impact to a use permitted within a zoning district, the staff may interpret the use as permitted.
 - i. The unlisted use will be subject to any development standards applicable to the similar permitted use.
 - ii. If the unlisted use is similar in nature and impact to a use requiring a Conditional Use Permit, the staff may interpret the use as also requiring a Conditional Use Permit.
 - b. **Unlisted Dissimilar Use.** If a use is not listed and cannot be interpreted as similar in nature and impact to a use within a land use that is either permitted or requires a Conditional Use Permit, the use is not permitted and may only be approved through an amendment of this code or in a development agreement.
3. **Use Table.** *Table: 3.08.010(1) Uses by District.* Uses by District outlines the permitted uses in each land use district. Each use is given one of the following

designations for each zoning district in which that use is permitted.

- a. Permitted ("P"). These uses are permitted by-right in the districts in which they are listed.
- b. Requires a Conditional Use Permit ("C"). These uses require administrative review and approval in order to occur in the districts in which they are listed and must follow any applicable development standards associated with the use, as well as meet the requirements of the Conditional Use.
- c. Listed uses that are not permitted in the district are indicated by "NP".

Table: 3.08.010(1) Uses by District					
Uses	Districts				
	Downtown Station	Downtown Mixed Use	Village General	Lake Front Residential	Lake Front Commercial
Mixed Use	P	P	P	NP	P
Single-household Detached	NP	NP	NP	P	NP
Single-household Attached	NP	NP	P	P	NP
Multi-household	P	P	P	P	P
Student Housing	C	C	NP	NP	NP
Lodging	P	P	P	NP	P
Civic Building	P	P	P	NP	NP
Civic Space	P	P	P	P	P
Commercial	P	P	P	NP	P
Food and Beverage (F&B)	P	P	P	NP	P
Entertainment	P	P	P	NP	P
Office	P	P	P	NP	P

Home occupations	P	P	P	P	P
Parking Structures	P	P	P	P	P

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

4. Prohibited Uses

The following uses are prohibited in Downtown Vineyard :

1. Automobile sales and leasing, except where no vehicles are stored outside.
2. Bail bonds
3. Billboards
4. Blood plasma center
5. Car title loan business
6. Check cashing/deferred deposit loan
7. Commercial outdoor recreation, except in the Lake Front Commercial District and events in Geneva Park
8. Detention facility/jail as a principal use
9. outdoor gun range
10. Outside storage of construction material and equipment, refuse outside of an approved container, junk such as inoperable vehicles and appliances, and other items not coincident with sales, seating, or retail display of adjacent businesses. Boat Storage in the Lake Front Commercial District does not constitute inoperable vehicles.
11. Moving truck rental
12. Non-stealth wireless communication facilities
13. Non-stealth radio towers
14. Indoor/Outdoor kennel as a principal use
15. Call services and service-oriented escort bureaus
16. Pawnshop
17. Sale and/or lease of mobile homes, travel trailers, campers, motorcycles and other recreational vehicles
18. Secondhand precious metal dealer/processor and/or precious gem dealer

19. Self-storage facility, excluding boat storage in the Lake Front Commercial District
20. Sexually-oriented business
21. Taxicab business
22. Fraternity/sorority houses

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.10 Building Standards

[3.10.010 Introduction To Building Standards](#)

[3.10.020 Explanation Of Building Standards](#)

[3.10.030 Reserved](#)

[3.10.040 Entrance Types](#)

[3.10.050 Additional Design And Mix Standards](#)

HISTORY

Amended by Ord. [2020-02](#) on 4/29/2020

3.10.010 Introduction To Building Standards

.

1. **General Requirements.** All buildings must meet the following requirements.
 - a. **Permanent Structures.** All buildings constructed shall be permanent construction without a chassis, hitch, wheels, or other features that would make the structure mobile unless otherwise noted. Food trucks and other non-permanent vendors are allowed through a separate permit.
 - b. **Accessory Structures.**
 - i. Attached accessory structures are considered part of the principal structure.
 - ii. Detached accessory structures shall comply with all setbacks except the following:
 - (1) Detached accessory structures are not permitted in the front yard.
 - (2) Detached accessory structures shall be located behind the principal structure relative to the front lot line.
 - (3) Detached accessory structures shall not exceed one story.
 - iii. Accessory structures shall be built in a manner compatible with

the primary building.

2. Buildings are subject to the requirements of Table 3.10.020(1) and as further specified in this chapter.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

Amended by Ord. [2020-02](#) on 4/29/2020

3.10.020 Explanation Of Building Standards

The following explains and further defines the standards outlined in Table 3.10.020(1) .

1. **Building Siting.** The following explains the line item requirements in Table 3.10.020(1) within the first section entitled “Building Siting”.
 - a. Multiple Principal Structures. The allowance of more than one principal structure on a lot.
 - b. Front Property Line Coverage. Refer to *Figure 3.10.020(2) Measuring Front Property Line Coverage*. . Measurement defining the minimum percentage of street wall or building facade required along within the allowable front setback range. The width of the principal structure(s) (as measured within the setbacks) is divided by the maximum width of the front property line minus any required side or corner setbacks. Sites along the Vineyard Connector are exempt . Sites along the Vineyard Connector are exempt.
 - i. A forecourt, providing a small courtyard along the front facade, qualifies as sufficient coverage of the property line provided the forecourt is lined on three sides with building facades and is no greater than 3,000 square feet in area.
 - ii. Some districts allow side-yard parking to be exempted from the front lot line coverage calculation. If such an exemption is permitted, the width of up to one double loaded aisle of parking, located with the drive perpendicular to the street and including adjacent sidewalks and landscaping, may be exempted, to a maximum of 65 feet.



Figure 3.10.020(2). Measuring Front Property Line Coverage

c. Front Setback. The setback parallel to the front property line.

- i. Building components, such as awnings, signage, galleries, and arcades are permitted to encroach beyond the setback to within two feet of curbs. Such components must maintain a minimum 8' clearance over sidewalks.
- ii. Building components including trim, door and window surrounds, chimneys, decks, terraces, stoops, and porches are permitted to encroach beyond the setback but not beyond the property line.
- iii. All setback areas not covered by building must contain either landscape, patio space, or sidewalk space.

d. Corner Setbacks. The setback parallel to the side property line.

- i. All setback areas not covered by building must contain either landscape, patio space, or sidewalk space.

e. Minimum Side Yard Setback. The minimum required setback along a side property line.

f. Minimum Rear Yard Setback. The minimum required setback along a rear property line.

g. Minimum & Maximum Lot. The minimum or maximum width of a lot, measured at or parallel to the front property line.

- h. Permitted Parking Location. The location where parking and loading is permitted.
 - i. "Rear" means parking must be located behind a building relative to the street right-of-way.
 - ii. "Side" means that up to 65' of parking may be located between buildings and a side property line, excluding side-street property lines.
 - iii. "Off-site" means that parking may be provided using shared parking.
- i. Vehicular Access. The permitted means of vehicular ingress and egress to the lot.
 - i. Alleys shall always be the primary means of access when present.
 - i. When alleys are not present, a driveway may be permitted from street. If, no alley or side street present a driveway may be permitted from primary street

2. **Height.** The following explains the line-item requirements within the second section "Height." Refer to *Figure: 3.10.020(3)*.

- a. Minimum Overall Height. The minimum overall height for the building required within the setback range; stories above the required minimum height may be stepped back from the facade.
- a. Maximum Overall Height. The sum of a building's total maximum height.
 - i. Half stories are located dormer style completely within the roof structure with street-facing windows .
- b. Ground Story and Upper Story, Minimum and Maximum Height. A permitted range of height in feet for each story. Refer to *Figure: 3.10.020(3)* Additional information is as follows:
 - i. Floor height is measured in feet between the finished floor and finished ceiling of each above-ground story.
 - ii. Floor height requirements apply only to street-facing facades.
 - iii. Where a story exceeds the maximum story height, it is counted as multiple stories by dividing the story height by the maximum story height and rounding up.

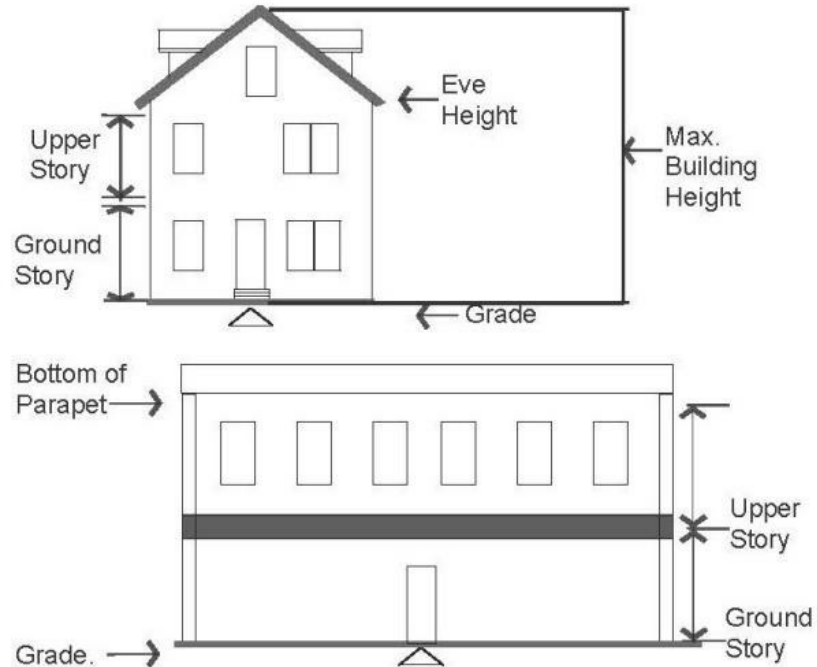


Figure 3.10.020(3). Measuring Heights

3. Street Facade Requirements. The following explains the line-item requirements in Table 3.10.020(1), within the third section titled “Street Facade Requirements.” Street Facade Requirements apply only to facades facing a public or private right-of-way. The rear or interior facades not required to meet these standards unless otherwise stated.

- a. **Minimum Ground Story and Upper Floor Glazing.** (Refer to *Figure 3.10.020(4) Measuring Glazing per Facade.*) The minimum amount of glazing required along facades facing toward streets.
 - i. *Glazing is any glass in windows or doors, including any mullions and frames, that is highly transparent with low reflectance.*
 - ii. **Ground Story Glazing**, when defined separately from the overall minimum glazing, shall be measured between the base of building and ten' from the average grade at the base of the front facade.
 - iii. A general Minimum Glazing requirement shall be measured from floor to floor of each story.
- b. **Blank Wall Limitations.** *A restriction of the amount of non-glazed area permitted on a facade with street frontage. If required, the following shall both be met for each story:*

- i. No rectangular area greater than 30% of a story's facade, as measured from floor to floor, may be windowless.
 - ii. No horizontal segment of a story's facade greater than 30' in width may be windowless.
- c. The Entrance Type(s) permitted for front facade entrance(s). A mix of permitted Entrance Types may be utilized. Refer to 3.10.040 Entrance Types for definition of and additional requirements for each Entrance Type.
- d. Required Street Entrances. The number of or spacing between building entrances along rights-of-way
- e. Demise Lines. Building facades greater than 200' in length must change in material, massing, or both to appear as multiple *buildings*.



Measuring Ground Floor Glazing on a Storefront base.

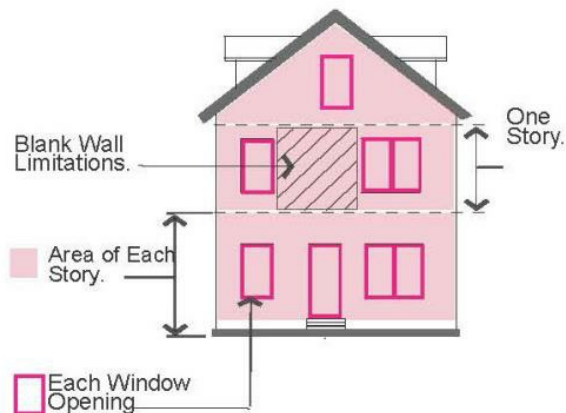


Figure 3.10.020(4). Measuring Glazing

4. **Towers.** The following explains the line item requirements within the fourth section in Table 3.10.020(1) titled “Towers.”

- a. **Tower.** A tower is a rectilinear or cylindrical vertical element that must be used with other roof types. Refer to Figure 3.10.020(5).
- b. **Maximum Tower Size.** Towers are limited to a footprint of 200 square feet for residential uses and 500 square feet for non-residential uses.
- c. **Number of Towers.** Towers are limited to one per building.
- d. **Tower Height.** Tower Height is not limited.
- e. **Occupied Space.** Towers may be occupied by the same uses allowed in upper stories of the building to which it is applied or public access.
- f. **Tower Cap.** The tower may be capped by the parapet, pitched, low-pitched, or flat-roof types, or the spire may cap the tower.

Figure 3.10.020(5)

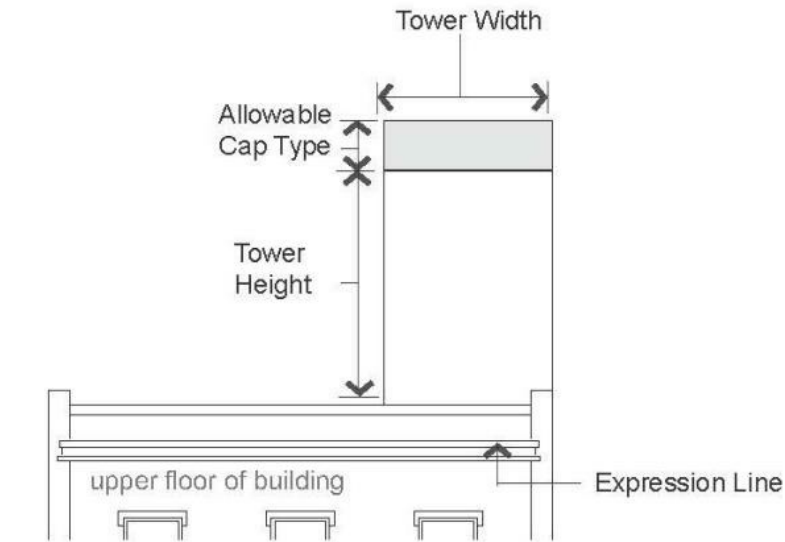


Figure 3.10.020(5). Tower

Table: 3.10.020(1) Building Standards					
Districts					
			Lake		Lake

	Station	DTMU	From Commercial	Village General	Front Residential
(1) Building Siting					
Multiple Principal Structures	P	P	P	P	P
Minimum Front Setback	0'	0'	0'	5'	0' Non-residential 5' residential
Maximum Front Setback	10'	10'	15'	15'	15' Non-residential 20' Residential
Minimum Side Yard Setback	0' or 5'	0' or 5'	0' or 5'	0' or 8'	0' or 5'
Minimum Rear Yard Setback	5'	5'	5'	5'	5' From Alley 20' No Alley
Vineyard Connector ROW Setback	10' min.	10' min.	10' min.	10' min.	14' min.
Permitted Parking Location	Rear or Off-site	Rear or Off-site	Rear, Side, or Off-site	Rear or Off-site	Rear or Side
Front Property Line Coverage	70% min.	70% min.	60% min.	60% min.	n/a
(2) Height					
Minimum Overall Height	2 Stories	2 Stories	1 Story	1 Story	1 Story
Maximum Overall Height	No max.	No max.	3 stories ***	5 stories	4 stories
Ground Story: Minimum Height	14' *	14'*	12' *	9'	9'
Ground Story: Maximum Height	24'	24'	24'	20'	18'

Upper Stories: Minimum Height	9'	9'	9'	9'	9'
Upper Stories: Maximum Height	14'	14'	14'	14'	14'
(3) Street Facade Requirements					
Minimum Ground Story Transparency Measured between 0' and 10' above grade	60%**	40%	60%**	30%	25%
Minimum Upper Story Transparency	25%	25%	25%	20%	20%
Blank Wall Limitations	Maximum 30' blank wall along street facing facades				
Front Facade Entrance Type	Storefront, arcade, gallery, common entry for upper story uses.			Storefront , stoop, porch, common entry	stoop, porch
Required Street Entrances	One per every 75' of Fronta ges	One per every 100' of Frontages		One per every 150' of Frontage s	n/a
(4) Towers					
Tower	Permitted, 1 per building; recommended at terminated vistas				n/a
P: Permitted - NP: Not Permitted					

* For residential ground floor uses, the ceiling must be at least 12' above sidewalk grade, and the minimum story height is 9'.

**For residential ground floor uses, the minimum ground story transparency is 40%.

***Buildings may exceed the maximum building height, up to 6 stories, provided no more than 30% of buildings, based upon ground floor square

footage, may exceed 3 stories.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

Amended by Ord. [2020-02](#) on 4/29/2020

3.10.030 Reserved

Reserved.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.10.040 Entrance Types

Entrance-type standards apply to the ground story and visible basement of front facades of all Building as defined in this Section.

1. **General.** The following provisions apply to all entrance types.
 - a. Intent. To guide the design of the ground-story of all buildings to relate appropriately to pedestrians on the street.
 - b. Applicability. The entire ground story street-facing facade(s) of all buildings shall meet the requirements of at least one of the permitted entrance types unless otherwise stated.
 - c. Primary Entrance. All primary entrances to all buildings are required to have a 5' minimum protective entrance for the purpose of protecting the user from precipitation and snow roof slides and may encroach in the front setback. Protective entrances may include gables, awnings, over-hanging structures, etc.
 - d. Measuring Transparency. Refer to 3.10.020 Explanation of Building Standards for information on measuring building transparency.
2. **Storefront Entrance Type.** The Storefront entrance type is a highly transparent ground story treatment designed to serve primarily as the display area and primary entrance for retail or service uses. Refer to *Figure: 3.10.040(1)*.
 - a. Elevation. Storefront elevation shall be between zero- and one-foot above sidewalk.

- b. Horizontal Facade Division. Horizontally define the ground-story facade from the upper stories.
- c. Entrance. All entries shall be recessed from the front facade closest to the street.
 - i. Recess shall be a maximum of eight' deep, measured from the portion of the front facade closest to the street.
 - ii. When the recess falls behind the front setback, the recess shall be no wider than eight feet.

Figure 3.10.040(1) Storefront Entrance Type

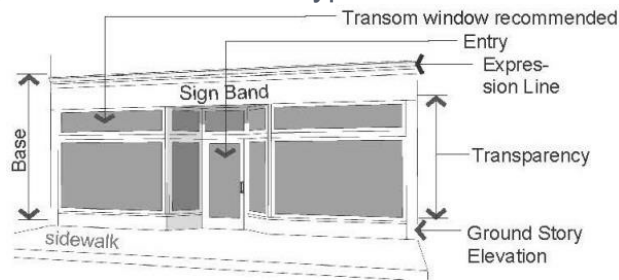


Figure 3.10.040(1). Storefront Entrance Type

3. **Arcade Entrance Type.** An arcade is a condition where a building extends over the sidewalk and, as a result, sidewalk uses are covered by the building. Refer to figure 3.10.040(2)
 - a. Elevation. Storefront elevation shall be between zero- and one-foot above sidewalk.
 - b. Combined Entrance Type. The building facade within the arcade must meet the standards of a storefront or common entry.
 - c. Clearance. At least 12' of clearance must be provided between the sidewalk and ceiling of the arcade.
 - d. Columns. Columns should be as thin as structurally practical, no wider than 2'x3'. Intercolumniation should be regular.

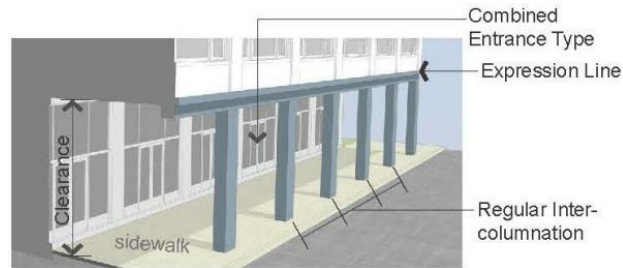


Figure 3.10.040(2). Arcade Entrance Type

4. **Gallery Entrance Type.** A gallery is a condition where a column-supported canopy extends over the sidewalk and, as a result, sidewalk uses are covered. Refer to figure 3.10.040(3).

- a. Elevation. Storefront elevation shall be between zero- and one-foot above sidewalk.
- b. Combined Entrance Type. The building facade within the gallery must meet the standards of a storefront or common entry.
- c. Clearance. At least 12' of clearance must be provided between the sidewalk and ceiling of the gallery.
- d. Columns. Columns should be as thin as structurally practical, no wider than 2'x3'. Intercolumniation should be regular.

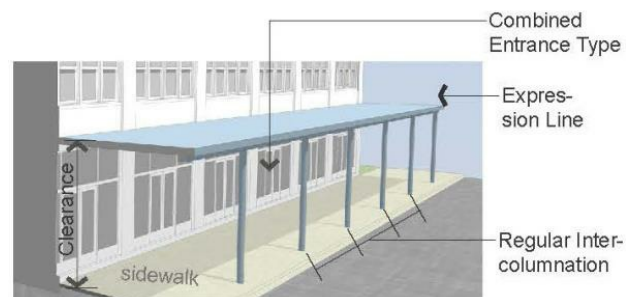


Figure 3.10.040(3). Gallery Entrance Type

5. **Common Entry Type.** A common entry provides a collective entrance to one or more uses within the building. Refer to figure 3.10.040(4)

- a. Elevation. Storefront elevation shall be between zero - and two-feet

above sidewalk.

- b. Uses. Common entries are permitted for office, residential, institutional, lodging, and commercial services that do not include merchandise sales.
- c. Transparency. Entry doors must be at least 70% transparent, the remainder of the facade must be at least 30% transparent.

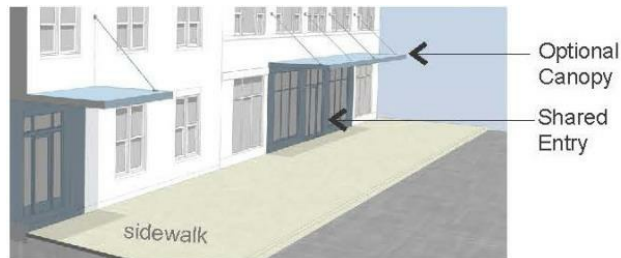


Figure 3.10.040(4). Common Entry Type

6. **Stoop Entrance Type.** A stoop is an unroofed, open platform. Refer to *Figure: 3.10.040(5) Stoop Entrance Type*.

- a. Stoop Size. Stoops shall be a minimum of 3' deep and 6' wide.
- b. Elevation. Stoop elevation shall be located a maximum of 2'-6" above the sidewalk without visible basement and a maximum of 4'-6" above the sidewalk with a visible basement.
- c. Entrance. All entries shall be located off a stoop.

Figure 3.10.040(5): Stoop Entrance Type

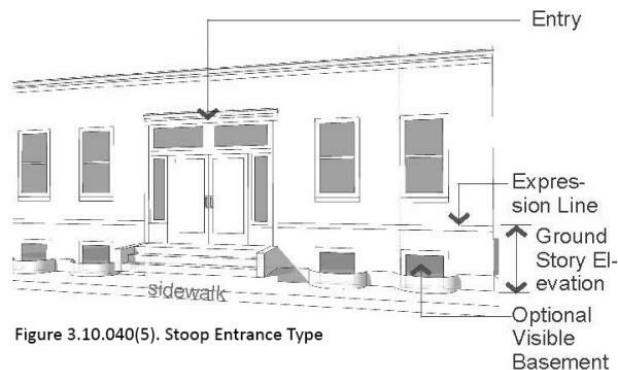


Figure 3.10.040(5). Stoop Entrance Type

7. **Porch Entrance Type.** A porch is a raised, roofed platform that may or may not be enclosed on all sides. Refer to Figure 3.10.040(6).

- a. Transparency.

- i. If enclosed, a minimum of 40% of the enclosed porch shall be comprised of highly transparent, low reflectance windows.
- b. Porch Size. The porch shall be a minimum of 5' deep and 8' wide.
- c. Elevation. Porch elevation shall be located a maximum of 2'-6" above the sidewalk without a visible basement and a maximum of 4'-6" above the sidewalk with a visible basement.
- d. Height. Porch may be two stories to provide a balcony on the second floor.
- e. Entrance. All entries shall be located off a porch.

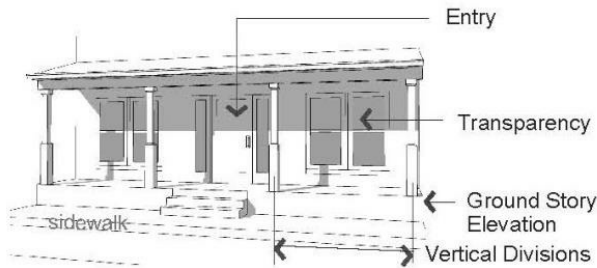


Figure 3.10.040(6). Porch Entrance Type

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.10.050 Additional Design And Mix Standards

The following outlines Downtown Vineyard design standards that affect a building's appearance and place cohesiveness. They improve the physical quality of buildings, enhance the pedestrian experience, and protect the character of the neighborhood.

1. Materials and Color

- a. Primary Facade Materials. 80% of each facade shall be constructed of primary materials.
 - i. Permitted primary building materials include high quality, durable, natural materials such as stone, brick, fiber, cement board, shingles, architectural concrete, panel siding and glass, or stucco. Other high-quality synthetic materials may be approved during the site plan process with an approved sample and examples of successful, high-quality local installations.
- b. Secondary Facade Materials. Secondary materials are limited to details and accents and include gypsum reinforced fiber concrete for trim and

cornice elements; metal for beams, lintels, trim, and ornamentation, and exterior architectural metal panels and cladding.

- i. The City Planner may accept materials not covered in this chapter and modify the exterior materials and colors requirements if architectural improvement is clearly demonstrated.
- c. **Roof Materials.** Acceptable roof materials include 300 pound or better, dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate, and ceramic tile. “Engineered” wood or slate may be approved during the site plan process with an approved sample and examples of successful, high-quality local installations. Rooftop solar panels are permitted.
- d. **Appropriate Grade of Materials.** Commercial-quality doors, windows, and hardware shall be used on all Building with the exception of the Mansion, Townhouse, and the small-lot single-family buildings. Fiber cement board may be substituted for wood.
- e. **Prohibited materials list:** vinyl or aluminum siding, highly reflective metal, mirrored windows, plain cement block.

2. Awnings, and Shutters

- a. **Awnings.** All awnings shall be canvas or metal. Plastic awnings are not permitted. Awning types and colors for each building face shall be coordinated. Awning side panels are prohibited.
- b. **Shutters.** If installed, shutters, whether functional or not, shall be sized for the windows. If closed, the shutters shall not be too small for complete coverage of the window. Shutters shall be wood or metal. Engineered wood may be approved during the site plan process with an approved sample and examples of successful, high-quality local installations.

3. Livable Balconies, Patios, and Porches. The following applies in all locations where balconies, patios, and/ or porches are incorporated into the facade design facing any street or parking lot.

- a. **Size.** Balconies, patios, and porches, shall be a minimum of 25 square feet, with a minimum depth of 4'.
- b. **Multi-family residential units** must include balconies for at least 25% of the units within DTMU and DTS.
- c. **Connection to Building.** Balconies that are not integral to the facade shall be independently secured and unconnected to other balconies.
- d. **Railings.** May vary and may promote privacy within the balcony; railings do not have to be open.

- e. **Projection of Balconies.** Balconies may project into the setback as permitted, but not over the public ROW.
 - f. **Porches.** 50% of the small-lot single-family dwellings shall have front porches.
4. **Drive-thru.** Drive-thrus and their means of access must be located behind buildings relative to streets. Hotel drop-offs are not considered drive-thrus.
 5. **Pedestrian Circulation.** Walkability principles shall be adhered to on site and shall include pathways to the Lake Promenade Street through the proposed development at a minimum of 500' intervals or as specified in the passages and pathways plan, Figure 3.10.050(1). These pathways shall be an intuitive route and include pedestrian cues such as distinct paving, lighting, signage, and landscaping. Pathways must be at least 12' wide, but may include wider pedestrian streets and emergency vehicle accessways. Where connecting to Lake Road, viewsheds to the lake must be integrated into the pathway design and siting.
 6. **Meters and Equipment Placement.** Equipment shall be screened from view and not located on a public street, except as approved by the City Engineer.
 7. **Waste Containers.** Waste Containers shall be located below ground. Where below-ground collection is not possible, waste containers shall be located out of public view, a minimum of 10' from any property line and screened with landscaping or a structure built of durable materials, such as brick.
 8. **Building Mixes in the DTS, DTMU, and LFCD Districts.** The following requirements will expire in the DTS and DTMU when the total square footage of non-residential use exceeds 1,000,000 square feet between DTS and DTMU districts.
 - a. **Building Mixes in the DTS District.** Residential development will be permitted to the degree that the total proposed and existing residential gross square footage is equal to or less than 80% of the total amount of anticipated building square footage of the DTS District over the 15-year period after the effective date of this Code.
 - b. **Building Mixes in the DTMU District.** Residential development will be permitted to the degree that the total proposed and existing residential gross square footage is equal to or less than 75% of the total amount of anticipated building square footage of the DTMU District over the 15-year period after the effective date of this Code.
 - c. **Building Mixes in the Lake Front Commercial District.** Until 75,000 square feet of non-residential space is constructed, residential development will

be permitted to the degree that the total proposed and existing residential gross square footage is equal to or less than 30% of the total amount of anticipated building square footage of the Lake Front Commercial District over the 15 year period after the effective date of this Code.

9. Amenity Requirements. Multi-family units, excluding the Lake Front Residential district, must meet the following amenity levels of service, within public or private spaces. The exception is that each item is well maintained and kept operational and built to a public, commercial, or industry standard:

a. Three residential amenities are required within 1/8 mile of all residents including but not limited to the following list

- i. secure bicycle storage (must be covered and must be under surveillance, or within public view)
- ii. Community gathering area (may be inside private building or in the public realm - if outside must include some type of overhead shade structure)
- iii. Meeting room (must include tables and chairs)
- iv. Outdoor dining (must include tables and chairs and a defined edge)
- v. Commercial grade playground (must be IPEMA Certified)
- vi. Commercial grade water feature (commercial grade fountain, spray park, perennial stream, reflection pool, or water garden for stormwater detention, or other approved water related feature)
- vii. Commercial grade barbecue (must include space for seating)
- viii. Pocket parks (must meet the standards of 3.12.050 Commons or Courtyard)
- ix. Commons or Courtyard (must meet the standards of 3.12.050 Commons or Courtyard)
- x. City approved public art installation
- xi. Cultural or historic monumentation
- xii. Electric Vehicle (EV) charging stations (must accommodate a minimum of two vehicles)

b. Three of the following amenities are required within 1/4 mile of residential uses including but not limited to the following list:

- i. Fitness center (must include free weights, machines, or programmed classes)

- ii. Commercial grade outdoor fitness equipment
- iii. Swimming pool
- iv. hot tub
- v. Commercial grade splash pad
- vi. Sports court
- vii. Plazas (must meet the standards in 3.12.030 Plazas)
- viii. Rooftop patio or garden
- ix. Community garden
- x. Dog park

c. Additional amenities may be added to the list with the approval of the City Planner and Planning Commission at the site plan review.

10. Ground Floor Non-Residential. Non-residential uses are required along the ground floor of buildings as indicated in Figure 3.10.050(2) and as follows:

- a. Depth. Non-Residential uses must extend a minimum of 30' from the frontage line identified into the depth of the building.
- b. Active space. The first 15' of depth along the frontage line identified must be active space, which includes storage and equipment rooms and closets, restrooms, and private offices.





Figure 3.10.050(1). Pedestrian Ways

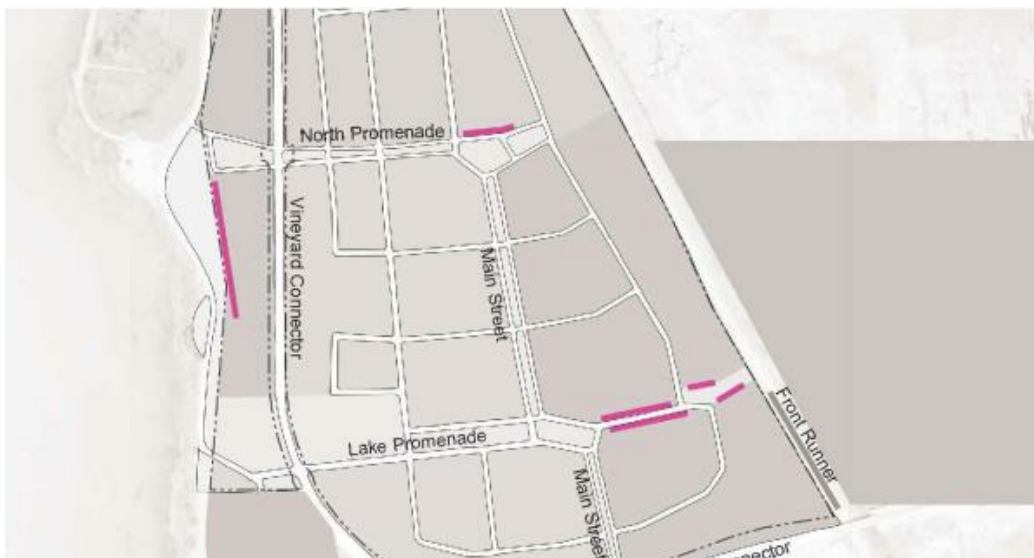




Figure 3.10.050(2). Required Ground Floor Residential

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.12 Open Space Types

3.12.010 General Requirements

3.12.020 Lake Promenade

3.12.030 Plazas

3.12.040 Pocket Park

3.12.050 Commons Or Courtyard

3.12.010 General Requirements

1. **Intent.** Open space is an essential amenity in a walkable, urban setting. Within this district, the primary open spaces are the Lake Promenade, the North Promenade, and Geneva Park. Landscaping, lighting, and public access are essential to enhance and beautify the corridor.
2. **General Requirements.** 20% of the total project area is required as open space, calculated collectively across the Downtown, inclusive of the Promenades, Main Street, Landscaped Median, Rail Trail Corridor, and Geneva Park. All open spaces shall meet the following requirements:
 - a. A minimum of one of the Open Space Types defined by 3.12.020 through 3.12.050 must be located within 1,000 feet of every residential unit.
 - b. Fencing. Open Space Types may incorporate fencing provided that the following requirements are met.
 - i. Height. Side and rear fencing shall be a maximum height of 60" unless approved by the City Planner for such circumstances as proximity to railroad right-of-way and use around swimming pools, ball fields, ball courts, etc.
 - ii. Level of Opacity. Fence opacity shall be no greater than 60%.
 - iii. Type. Chain-link fencing is not permitted along any street with the exception of dedicated sports fields, court fencing, or dog park fencing approved by the City Planner. Vinyl fencing is not permitted.
 - iv. Spacing of Openings. Openings or gates shall be provided on every street face at a minimum of every 150' or 1/3rd the length of the open space, whichever is greater.

- c. Ownership. Open Space Types may either be publicly or privately owned.
- d. Vineyard Heritage. The city will incorporate heritage-based elements within the design of Downtown open space areas. These elements may include but are not limited to heritage markers, placements of historic artifacts, and consistently themed amenities such as park benches, trash cans, and street lights.
- e. Continuity. Connections to existing or planned trails or open-space types shall be made when the open space abuts, such as the Lake Front Trail, Promenade, etc.
- f. The applicant or developer shall be responsible to complete all public/private open space and residential amenities required prior to certificate of occupancy of all associated site plan buildings. The City may elect to utilize funds from the Redevelopment Agency generated by this project area to bring all improvements to completion. The Planning Commission is responsible for the approval of all open space areas through the site plan process.

3. **Definition of Requirements.** The following further explains or defines the requirements included in Tables from 3.12.020(1) through 3.12.050(1) for each Open Space Type. Refer to each table for the specific requirements of each Open Space Type.

a. Size.

- i. Size. The minimum size of the Open Space Type is measured within the parcel lines of the property.
- ii. Dimension. The minimum length or width of the Open Space Type, as measured along the longest two straight lines intersecting at a right angle defining the maximum length and width of the lot. Refer to Figure 3.12.020(1).
- iii. Maximum Impervious and Semi-Pervious Surface Permitted. The amounts of impervious and semi-pervious coverage are provided separately to allow an additional amount of semi-pervious surface, such as permeable paving, above the impervious surfaces permitted, including, but not limited to, parking facilities, driveways, sidewalks, paths, and structures as permitted.

4. **Stormwater in Open Space Types.** Stormwater management practices, such as storage and detention facilities, may be integrated into Open Space Types and utilized to meet stormwater requirements for surrounding parcels. Underground detention may be approved by the City Engineer.

5. Design Based Open Space Reductions. Bonuses in the form of open space reductions may be awarded, as follows:

- a. The City Planner may grant a reduction of the open space requirement of up to 5% of the total on-site open space required for improvements that meet the City Park Improvement Standards which includes elements such as:
 - i. Bicycle repair stations
 - ii. Public art
 - iii. Seating and furnishings
 - iv. Electric vehicle charging
 - v. Transit Shelter enhancements
 - vi. Pavilions, trails, and landscaping
 - vii. Playgrounds and splash-pads

6. In Lieu Substitutions for Open Space Requirements.

- a. Intent. The City finds that in certain circumstances, land in other locations may be substituted for on-site open space requirements where it is advantageous to create important and critical open space areas such as the Promenade within Downtown Vineyard .
- b. Applicability. “In-lieu substitution” or “in lieu of open space substitutions” are encouraged for the benefit of the Downtown by application to the City Planner under the following circumstances:
 - i. In-lieu substitutions of land intended to fulfill the requirements for open space may be allowed when it is factually established, by a qualified land appraiser, that the substituted land is at least equal to or greater than the value of land compared with the development property as if developed fully as proposed. The City may determine to approve the land area to be appraised both from the original site and the proposed substituted site prior to the appraisal. The appraiser will be selected by and contract with the City. The fees for the appraisals will be reimbursed to the City at cost by the developer. New appraisals may not be required if recent information or appraisals are readily available.
 - ii. Any land which has been dedicated, set-aside, platted, or otherwise approved as open space may not be substituted or used for any purpose other than those allowed in this Chapter.
- c. Types of Open Space Substitutions Available: The following options are

available to developers to propose to the City for in lieu substitutions for open space requirements:

- i. Cash in lieu: The City may, at its sole discretion, accept cash in lieu of open space requirements where such funds can be more effectively used to acquire land at a more appropriate or significant location consistent with the Downtown Vineyard Vision, as described in this ordinance. Cash-in-lieu payments shall not be accepted until a qualified appraisal, authorized by the City and at the cost of the applicant, identifying the value of the original land for which the in-lieu substitution is proposed, based on the use that will be permitted if the open space requirement is removed, and for which cash in-lieu shall be offered. The City shall be obligated to use in-lieu funds within the Downtown for uses identified in this Chapter, and shall diligently pursue purchase of the land for this purpose to prevent erosion of purchasing power.
 - ii. Land in lieu: The City may, at its sole discretion, accept land in lieu of open space requirements under the following conditions:
 - (1) The proposed land to be substituted is consistent with the Downtown Vineyard plan map identifying substitute sites for open space;
 - (2) Other land is acceptable to and approved by the City as open space in a location determined by the City to be a substitute site;
- d. In lieu substitution applications shall first be reviewed by the City Planner as a part of the initial application. Approval of the in-lieu substitution shall be obtained from the City Council before final Site Plan or issuance of a building permit, whichever occurs first.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

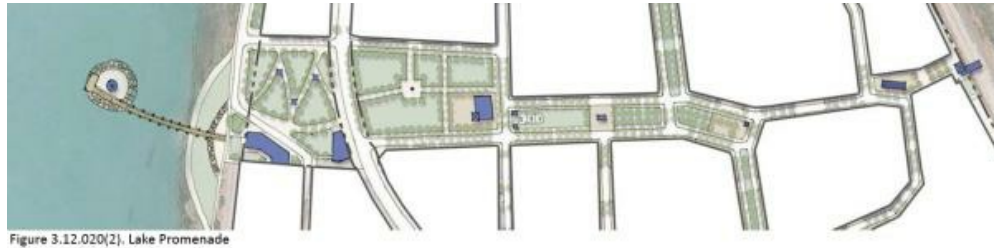
3.12.020 Lake Promenade

1. **Intent.** To complete the Lake Promenade as the premier open space for the Downtown. The Promenade includes a series of diverse and unique spaces and experiences. Each space supports a different collection of activities, from passive recreation like walking and relaxing, to active recreation like biking and basketball, and programmed activities like markets and festivals.

- a. Additional improvements may be installed in the Lake Promenade and

become credited to the open space requirement as approved by the City Planner.

Figure: 3.12.020(2) Lake Promenade



2. Block Descriptions (east to west)

- a. Block 1 - closest to the Station; this block provides a point of arrival at the inter-modal hub, with active uses along its edges and a market hall. The space is designed as a paved, shared-space plaza, which seamlessly transitions to the Shared Street.



- b. Block 2 - between the station and the Traffic Square, Shared Street is a tight corridor promoting shopping and dining in a narrow "main street" condition unique to the region. Shared Street is a shared space street where pedestrian activity rules the entire streetscape and vehicles are accommodated at very low speeds.
- c. Block 3 - at the intersection of Main Street and the Promenade, a Traffic-Square creates a gathering space for events like skating and holiday festivals, flanked by civic buildings and the tallest buildings in the Downtown. The Traffic-Square distributes car traffic at slow speeds, but its primary function is as an urban heart of the Downtown.



Figure 3.12.020(3). Lake Promenade View from Block 3 towards the Lake

- d. Block 4 - between the Traffic Square and Civic Square, this linear greenway, Central Promenade, provides a treed space ideal for walking, as well as art festivals and farmer's markets.
- e. Block 5 - between the Central Promenade and Vineyard Connector is a large civic square, which can accommodate important civic buildings like a library. The square is formal, with expanses of grass to relax or play on and ample benches along the square's walkways. The Space is ideal for festivals and movies in the park.
- f. Block 6 - between Vineyard Connector and the lake, a gently sloping green provides stormwater management and a meandering path to the lake. The southern edge is lined with civic buildings like the city hall.

Table: 3.12.020(1) Lake Promenade Requirements		
(1) Dimensions		
Minimum Size (acres)	12 acres minimum total	
Maximum Size (acres)	None	
Minimum Dimension (feet)	60' at Market Street and the Transit Plaza, 200' elsewhere	
Minimum Access/Expos	Public 100% of total length	

	ure	
	Clear Zones	6' minimum pedestrian clear zone maintained around outdoor furnishings/merchandising
(2) Improvements		
	Playgrounds Permitted	Permitted, conditional on safety review
	Restrooms	Permitted, conditional on safety review
	Impervious/Semi-Pervious Surface	Varies by block
	Pathway	Varies by block
	Lighting	Required, Fixtures to be dark sky compliant, warm light, and closely spaced to reduce the intensity of each luminaire
	Trees	1 per 4,000 square feet
	Landscaping	Varies by block
	Bicycle facilities	Permitted
	Seating	Permitted
	Furnishing	Permitted

g.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.12.030 Plazas

1. **Intent.** To provide small-scale outdoor space for civic, social, and commercial purposes. The space may also include pedestrian - and building-access routes. Uses may include meeting, relaxing, performances, outdoor dining, festivals, and food vending, and may allow for casual workspaces, transit stations, bike facilities, and similar active uses.

A Plaza may contain a greater amount of impervious coverage than any other Open Space Type. Surfacing shall be brick or concrete pavers, stamped and colored concrete, or other pervious pavers and include street furniture seating for at least four persons. Special features such as fountains, public art, game tables,

accent lighting are encouraged.

Figure: 3.12.030(2) Typical Plaza Layout



Figure 3.12.030(2). Typical Plaza Layout

Table: 3.12.030(1) Plaza Requirements		
(1) Dimensions		
	Minimum Size (acres)	0.01
	Maximum Size (acres)	1.0
	Minimum Dimension (feet)	20' in one direction
	Minimum Access/Exposure	100% of total plaza length open to the street along a minimum of one side, except at the transit station
	Clear Zones	6' minimum pedestrian-clear zone maintained around outdoor furnishings and merchandising
(2) Adjacent Parcels		
	Permitted Districts	All
	Frontage Orientation of Adjacent Parcels	Corner, Street, Plaza
(3) Improvements		

Designated Sports Fields Permitted	Not permitted
Playgrounds Permitted	Permitted
Partially Enclosed Structures Permitted	Permitted to max of 20% of plaza space
Full Enclosed Structures Permitted	Permitted to max of 20% of plaza space or 30% combined with partially enclosed structures, whichever is less
Impervious/Semi-Pervious Surface	90% maximum
Lighting	Required; max 16' fixture height
Seating	1 per 600 square feet
Trees	1 per 2,500 square feet, excluding structures
Landscaping	Principally hardscaped

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.12.040 Pocket Park

1. **Intent.** To provide an informal, small- to medium-scale outdoor space for active and passive recreation. Pocket Parks are encouraged in all districts. They may be privately owned and access controlled. Activity areas may include small playgrounds, vegetable gardens, barbecues, pavilions, and outdoor gathering areas.

Figure: 3.12.040(2) Examples of Measuring the Minimum Dimension of Open Space Types

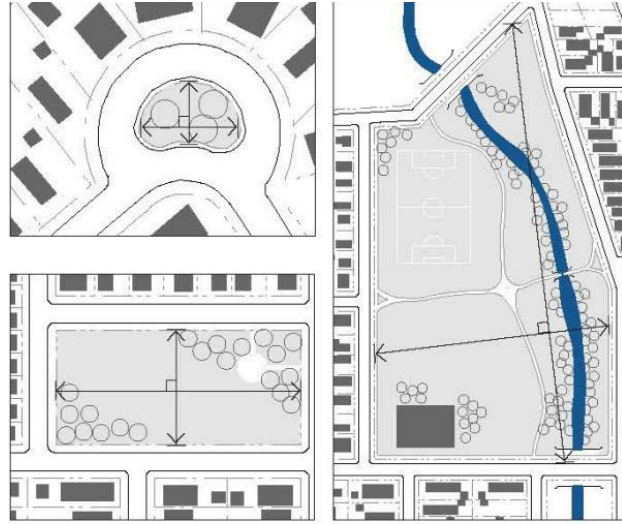


Figure 3.12.040(2). Example of Measuring the Minimum Dimensions of Open Space Types

Figure: 3.12.040(3) Typical Pocket Park Layout



Figure 3.12.040(3). Typical Pocket Park Layout

3.12.040(1) Pocket Park Requirements		
(1) Dimensions		
	Minimum Size (acres)	0.1
	Maximum Size (acres)	1.0
	Minimum Dimension (feet)	30' in one direction
	Minimum Access/Exposure	Minimum of 30' along a street
		4' minimum pedestrian clear zone maintained around

	Clear Zones	outdoor furnishings/merchandising
(2) Adjacent Parcels		
	Permitted Districts	All
	Frontage Orientation of Adjacent Parcels	Front of Corner Side
(3) Improvements		
	Designated Sports Fields Permitted	Not permitted
	Playgrounds Permitted	Permitted
	Fully Enclosed Structures Permitted	Permitted for max of 10% of space
	Impervious/Semi-Pervious Surface	30% + 10% maximum
	Lighting	Required; max 16' fixture pole height; meet minimum illuminating Engineering Society safety standards
	Seating	1 per 900 square feet
	Trees	1 per 2,500 square feet
	Landscaping	50% live plant material in planter areas

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.12.050 Commons Or Courtyard

1. **Intent.** To provide outdoor amenities and living space to property tenants. Amenities may include playgrounds, swimming pools, spa pools, rooftop gardens, tot lots, vegetable gardens, barbecues, pavilions, and outdoor gathering areas. Courtyards are typically internal to a development and may be privately owned and access controlled, but are encouraged to be located adjacent to and opening onto streets.

Figure: 3.12.050(2) Typical Commons



Figure 3.12.050(2). Typical Commons

Figure: 3.12.050(3) Typical Commons and Courtyards



Figure 3.12.050(3). Typical Commons and Courtyard

Table: 3.12.050(1) Commons for Courtyard Requirements		
(1) Dimensions		
	Minimum Size (acres)	0.1
	Maximum Size (acres)	1.0
	Minimum Dimension (feet)	45' in one direction
	Minimum Access/Exposure	No street frontage required. Two access points minimum; 20' minimum width each.
		4' minimum pedestrian clear zone maintained

	Clear Zones	around outdoor furnishings and merchandising
(2) Adjacent Parcels		
	Permitted Districts	All
	Frontage Orientation of Adjacent Parcels	Corner side, side, or rear
(3) Improvements		
	Designated Sports Fields Permitted	Small scale permitted such as pickle ball, tennis, and basketball
	Playgrounds Permitted	Permitted
	Partially Enclosed Structures Permitted	Permitted to max of 10% of space
	Impervious/Semi-Pervious Surface	30% + 10% maximum
	Lighting	Required; max 16' fixture pole height
	Seating	1 per 900 square feet
	Trees	1 per 2,500 square feet
	Landscaping	50% live plant material in planter areas

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

[3.14 Landscape](#)

[3.14.010 General Requirements](#)

[3.14.020 Installation Of Landscape](#)

[3.14.030 Street Trees And Streetscape Design](#)

[3.14.040 Parking Lot Frontage Buffer](#)

[3.14.050 Side And Rear Buffer](#)

[3.14.060 Interior Parking Lot Landscape](#)

[3.14.070 Screening Of Open Storage, Refuse Areas, And Utility Appurtenances](#)

3.14.010 General Requirements

1. **Intent.** The landscape standards outlined in this section are designed to meet the following set of goals:
 - a. To provide for a healthy green landscape and develop a street canopy.

- b. To improve the appearance of streets and create a buffer between pedestrian and vehicular travel lanes.
- c. To increase the compatibility of adjacent uses and minimize the adverse impacts created by adjoining or neighboring uses.
- d. To promote the prudent use of water and energy resources by achieving and maintaining sustainable, functional landscapes.
- e. To shade large expanses of pavement and reduce the urban heat-island effect.
- f. To enhance the appearance and property values of the community, building sites, and the overall landscape.

2. Applicability. Landscaping, trees, and buffers shall be installed as detailed in the Landscape ordinance.

- a. The amount of on-site landscape square footage required (not including public right-of-way) is 50% of required open space. If the open space requirement is reduced through “In Lieu of Open Space” as shown in 3.12 Open Space, then the required landscape square footage is also reduced.
- b. Buffers. Landscape buffers are required according to the provisions in this section with the following exceptions:
 - i. Shared Driveways. Buffers shall not be required along a property line where a curb cut or aisle is shared between two adjoining lots.
 - ii. Points of Access. Buffering is not required at driveways or other points of access to a lot.
 - iii. DTS, DTMU, and LFC districts do not require any buffer other than parking lot buffers.
- c. Streetscape. Landscaping along streets is required as outlined in 3.06 Street Types.
- d. Temporary Uses. These provisions do not apply to temporary uses, unless determined otherwise by the City Planner.
- e. Unless otherwise specified in this chapter, all requirements of the Vineyard Municipal Code and Vineyard Tree Manual and Vineyard Tree Manual pertaining to landscape requirements shall apply.
- f. Street Trees. Refer to 3.06 Street Types and the Vineyard Municipal Code, and Vineyard Tree Manual for appropriate street-tree specifications.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.14.020 Installation Of Landscape

1. **Intent.** The following provisions aid in ensuring that all required landscaping is installed and maintained properly.
2. **Applicability.** These provisions apply to landscape installation as required by this section.
3. **General Installation Requirements.** The installation of landscaping shall adhere to the following standards.
 - a. National Standards. Best management practices and procedures according to the nationally accepted standards shall be practiced.
 - i. Installation. All landscaping and trees shall be installed in conformance with the practices and procedures established by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1) as published by the American Association of Nurserymen.
 - ii. Maintenance and Protection. All landscaping and trees shall be maintained according to the most recent edition of the American National Standards Institute, including its provisions on pruning, fertilizing, support systems, lighting protection, and safety.
 - b. Installation. Landscaping shall be fully installed prior to the issuance of a certificate of completeness.
 - i. If seasonal conditions preclude the complete installation, a cash escrow or irrevocable letter of credit, equal to 1.5 times the installation costs as estimated by a qualified professional shall be required.
 - ii. Complete installation is required within nine months of the issuance of the temporary certificate of occupancy or occupancy permit or the cash escrow or letter of credit may be forfeited.
 - c. Plant Size Requirements. Plant material shall be sized according to *Table 3.14.020(1)*: at the time of installation, unless otherwise noted in this section.

Table: 3.14.020(1) Plant Material Size at Installation	
Plant Material Type	Minimum Size
Deciduous Shade/Overstory Tree	
Single Trunk	2" caliper
Multi Trunk	10' in height
Evergreen Tree	8' in height
Understory Tree	6' in height
Ornamental Tree	1.5" caliper
Shrubbery - Deciduous	container class 5
Shrubbery - Evergreen	container class 5
Ground cover	3" in height

d. Condition of Landscape Materials. The landscaping materials used shall be:

- i. Healthy and hardy with a good root system.
- ii. Chosen for form, texture, color, fruit, pattern of growth, and suitability to local conditions.
- iii. Tolerant of the natural and man-made environment, including tolerant of drought, wind, salt, and pollution.
- iv. Appropriate for the conditions of the site, including slope, water table, and soil type.
- v. Protected from damage by grates, pavers, or other measures.
- vi. Plants that will not cause a nuisance or have negative impacts on an adjacent property.
- vii. Species native or naturalized to the Wasatch Front whenever possible.

e. Compost, Mulch, and Organic Matter. Compost, mulch, and organic matter may be utilized within the soil mix to reduce the need for fertilizers and increase water retention.

f. Establishment. All installed plant material shall be fully maintained until established, including watering, fertilization, and replacement as necessary.

4. **Ground Plane Vegetation.** All unpaved areas shall be covered by one of the following.

a. Planting Beds.

- i. Planting beds may include shrubs, ornamental grasses, ground cover, vines, annuals, or perennials. Edible landscape is permitted.
- ii. Nonliving materials, such as pine straw, colored gravel, or mulch, are permitted for up to 50% of a bed area.
- iii. Annual beds must be maintained seasonally, replanting as necessary.
- iv. Planting beds in public areas must be privately maintained.

b. Grass. Seeded or sodded grass may be planted throughout landscaped areas.

- i. Grass shall be established within 90 days of planting or the area must be reseeded or resodded.

c. Shrubs requirements. 1.5 shrubs are required per 1,000 square feet of landscaped area. Two perennials or ornamental grasses count towards one shrub.

5. **Tree Installations.** Refer to the list of permitted street tree types.

a. Tree Measurement. Tree size shall be measured by ISA arborists standards.

b. Tree Maintenance. Tree trimming, fertilization, and other similar work shall be performed by or under the management of an ISA certified arborist.

c. Species Composition. A variety of tree species shall be used to avoid a mono-culture prone to disease. No species may exceed 10% of overall City urban forest.

d. Tree Size. All trees to be installed to meet the requirements of this section shall be a minimum of 2" caliper at the time of installation.

e. Tree Requirements. One tree is required per 3,000 square feet of landscaped area. Street trees do not count toward this requirement.

f. Permeable Surface. For each tree preserved or planted, a minimum amount of permeable surface area is recommended, unless otherwise stated in this ordinance.

- i. Permeable area for one tree cannot count toward that of another tree.

- g. **Structural Soil.** When the soil surface area of a tree will extend below any pavement, structural soil or root-penetrable sidewalk support is required underneath that pavement. Structural soil is a medium that can be compacted to pavement design and installation requirements while still permitting root growth. It is a mixture of gap-graded gravels (made of crushed stone), clay loam, and a hydrogel stabilizing agent to keep the mixture from separating. It provides an integrated, root penetrable, high strength pavement system that shifts design away from individual tree pits (source: Cornell University, Urban Horticulture Institute).

6. Irrigation Systems. Permanent irrigation, beyond establishment, is required and shall adhere to the following standards.

- a. All irrigation systems shall be designed to minimize the use of water.
- b. Non-residential landscape irrigation shall have an automatic clock-activated permanent system.
- c. The irrigation system shall provide sufficient coverage to all landscape areas.
- d. The irrigation system shall not spray or irrigate impervious surfaces, including sidewalks, driveways, streets, and parking and loading areas.
- e. All culinary-fed systems shall be equipped with a back-flow prevention device.
- f. All mechanical systems including controllers and back-flow prevention devices shall be properly screened from public view.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.14.030 Street Trees And Streetscape Design

- 1. **Intent.** To line all new streets with a consistent and appropriate planting of trees, pavement design, and identity to establish tree canopy for environmental benefit and a sense of identity for all new streets.
- 2. **Streetscape Design Submittal.** A consistent streetscape design shall be submitted for approval for all new streets within the development. At a minimum, the submittal shall include the following:
 - a. **Street Trees.** Trees meeting the minimum requirements of Part 4, below, shall be included in the streetscape design, with details related to tree pits, and tree planting to meet the requirements of 3.14.020 Part 5 Tree

Installations.

- b. Sidewalk Pavement Design. Sidewalk paving materials and pattern shall be set for each street type (refer to 3.06 Street Types).
- c. Street Furnishings. Benches, seatwalls, planters, planter fences, trash receptacles, and bicycle racks at the least shall be specified and quantities and locations listed for each street type (refer to 3.06 Street Types).
- d. Landscape Design. Ground-plane vegetation shall be designated for any landscape bed areas, planter areas, and tree wells.
- e. Lighting. Pedestrian and vehicular lighting shall be specified and locations and quantities noted.
- f. Identity Elements. Any other elements designed to establish the identity of each Street, such as banners, pavement markers, artwork, or signage, shall be included in the streetscape design submittal.

3. Minimum Street Tree Requirements. The following standards apply to the installation of street trees.

- a. Exception. Street Trees are not required on Alleys or Pedestrian Streets (refer to 3.06 Street Types).
- b. Clear Branch Height. Minimum clear branch height is 8' over sidewalk and 14' over roads.
- c. Street Tree Type. Medium and large shade trees are permitted to be installed as street trees. Refer to the list of permitted tree types in the Vineyard Tree Manual.
- d. Street Tree Spacing. Street trees shall be planted as follows.
 - i. Spacing.
 - (1) Large trees must be spaced a minimum of 30' and a maximum of 60' on center.
 - (2) Medium trees must be spaced a minimum of 20' and a maximum of 40' on center.
 - ii. Limited Distance between Curb and Sidewalk. Where the distance from the back of the curb to the edge of the right-of-way or property line is less than 9' with a sidewalk, Applicant shall work with the City Planner Parks Department to determine the appropriate tree species, placement, and spacing.
- e. Tree Wells. Where the sidewalk extends from the back of curb to the

property line, tree wells should be utilized.

i. For tree wells adjacent to sidewalks five feet wide or less, open soil is not permitted.

(1) The opening must be covered with a tree grate or pervious pavement, or other material which will support a pedestrian.

(2) The opening in a tree grate for the trunk must be expandable.

f. Street Tree Lists

i. Street trees are limited to the species specified in the Vineyard Tree Manual or as approved by the Public Works Director.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.14.040 Parking Lot Frontage Buffer

1. Intent & Applicability

a. Intent. To lessen the visual impact of vehicular areas visible from public street frontages.

b. General Applicability. Applies to properties in all districts where a vehicular area is located adjacent to a right-of-way.

i. Exceptions. Vehicular areas along Lanes, except when a residential district is located across the Lane; single- and two-family residences.

Figure: 3.14.040(1)Frontage Buffer Plan and Section

Table: 3.14.040(2) Frontage Buffer Requirements	
(1) Buffer Depth & Location ¹	
Depth	7' (a)
Location	Between street facing property line and parking area ² (b)

the Site	
(2) Buffer Landscape Requirements	
Uses & Materials	Uses and materials other than those indicated are prohibited in the buffer
Shade Trees	Medium or large shade tree required at least every 40'; Locate on the street side of the fence; Spacing should alternate with street trees (c)
Hedge	Required parking screen on street side of fence, between shade trees & in front of vehicular areas (d)
Hedge Composition	Individual shrubs with a minimum diameter of 24", spaced no more than 36" on center, height maintained no more than 36"
Existing Vegetation	May be credited toward buffer area
(3) Fence (optional) (e)	
Location	2' from back of curb of vehicular area
Approved Materials	Composites, steel, wood, vinyl (no white), or plastic composite wood alternative (Trex like). Masonry columns (maximum width 2'6") and base (maximum 18" height) permitted. Chain-link not permitted.
Minimum Height	4'
Maximum Height	6'
Colors	No bright or white colors
Opacity	Minimum 75%
Gate/Opening	One pedestrian gate permitted along street frontage; Opening width maximum 8'

Notes:

¹This screening requirement does not prohibit the installation of or provision for openings necessary for allowable access drives and walkways connecting to the public sidewalk.

²In front, corner, and rear yards (on a through lot), when the parking area is located adjacent to any building on the lot, the buffer must be located so that it aligns with or is behind the face of the adjacent building back to the vehicular area. The area between the buffer and the property line must be landscaped.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.14.050 Side And Rear Buffer

1. Intent & Applicability

- a. Intent. To minimize the impact that one zoning district may have on a neighboring district, and to provide a transition between districts.
- b. General Applicability. Applies to all properties in all districts that directly abut a single-family detached residential use.

Table: 3.14.050(1) Rear Buffer Requirements	
Depth	10' adjacent to single-family detached residential uses (a)
Location on the Site	Locate buffers on more intensively zoned lot; Buffer is measured from side and rear property lines.
(2) Required Landscape Screen	
Width	5' landscape screen in addition to any other buffer landscaping (b)
Location	Directly adjacent to the rear or side property line
Hedge or Fence	Continuous double row of shrubs required between shade trees; fences shall be opaque and not white. (c)
Hedge Composition	Double row of individual shrubs with a minimum diameter of 24", spaced no more than 36" on center; Mature height in one year of 24"
Shade Trees	At least 1 medium or large shade tree per every 40' within the buffer (d)

(3) Buffer Landscape Requirements	
Uses and Materials	Uses and materials other than those indicated are prohibited within the buffer
Tree Canopy Coverage	one medium or large shade tree required per 100 square feet of buffer, excluding the area within the required landscape screen
Existing Vegetation	May be credited toward buffer area
Fence	Optional; same standards for frontage buffer 8' height maximum

Notes:

¹City Planner may reduce width of buffer, width of landscape screen, or location of landscape screen based on existing landscaping and topography.

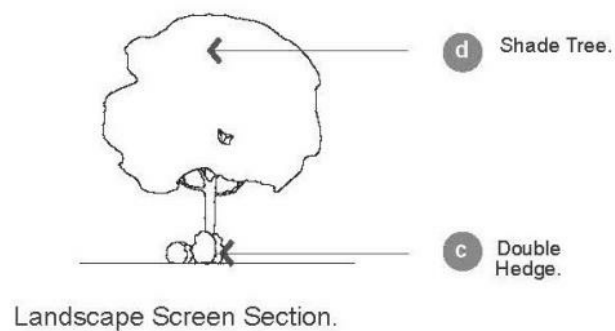
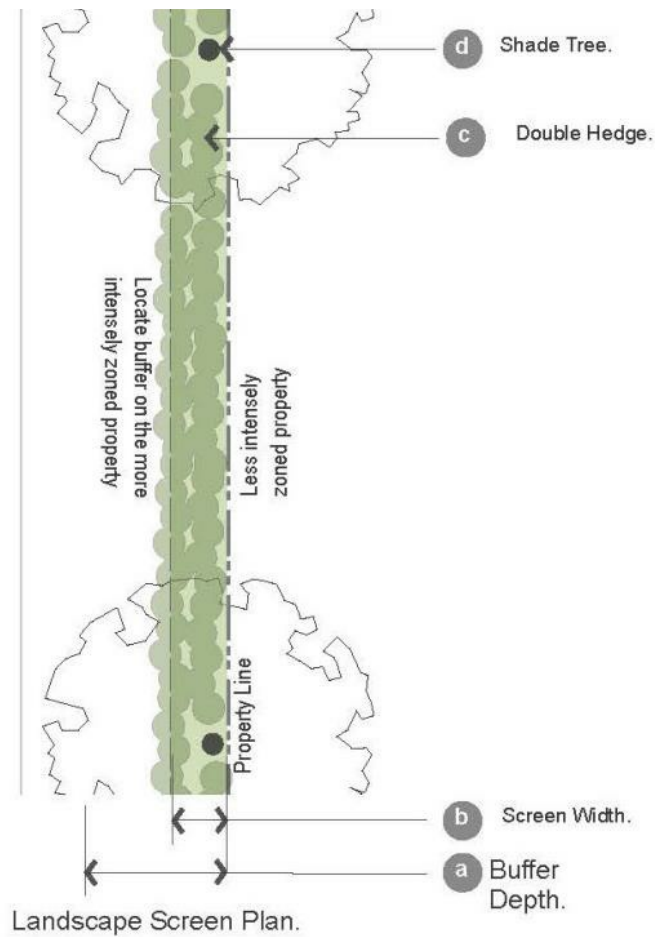


Figure 3.14.050(2). Landscape Screen with Side and Rear Buffer

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.14.060 Interior Parking Lot Landscape

1. Intent & Applicability

- a. Intent. To provide shade, minimize paving and stormwater runoff, and improve the appearance of parking lots.
- b. General Applicability. All open-air, off-street parking lots with more than 40 stalls in all districts.
- c. Other Internal Parking Lot Areas. Internal areas not dedicated to parking or drives shall be landscaped with a minimum of one medium or large shade tree for the first 150 square feet and one medium or large shade tree for every 650 square feet thereafter.
- d. Existing Vegetation. Existing vegetation may be credited toward these requirements.
- e. All landscaped islands are encouraged to accommodate stormwater runoff with slotted curbs, trench drains, or similar.

Table: 3.14.060(1) Interior Parking Lot Landscape Requirements	
(1) Landscape Island Requirements	
Required Island Locations	Terminal ends ² of free-standing rows or bays of parking; After every 12th parking space for rows of parking greater than 8 spaces in length (a)(b)
Minimum Width	5'
Required Trees Within Islands	Minimum of one medium or large shade tree per island (c)
(2) Landscape Median Requirements (d)	
Required Median Location	Required to have one-side of parking along the length of the bay in each free-standing bay
Minimum Width	5'
(3) Tree Requirements	
Requirements per Parking	Each parking space must be located within 60' of a tree canopy planted within parking lot interior. Refer to Table 3.14.06(3) for calculations.

Space	Minimum of one tree must be planted within parking lot interior or edge for every 20 parking spaces
Tree Canopy Shade	Within 20 years of tree installation, 25% or more of the interior of the parking lot should be shaded by tree canopies. Refer to 3.14.060) for calculation.

Notes:

¹Parking lot interior is defined as the area dedicated to parking on a given parcel as measured from edge of pavement to edge of pavement.

²Freestanding rows or bays of parking are those not abutting the parking lot perimeter or building face.

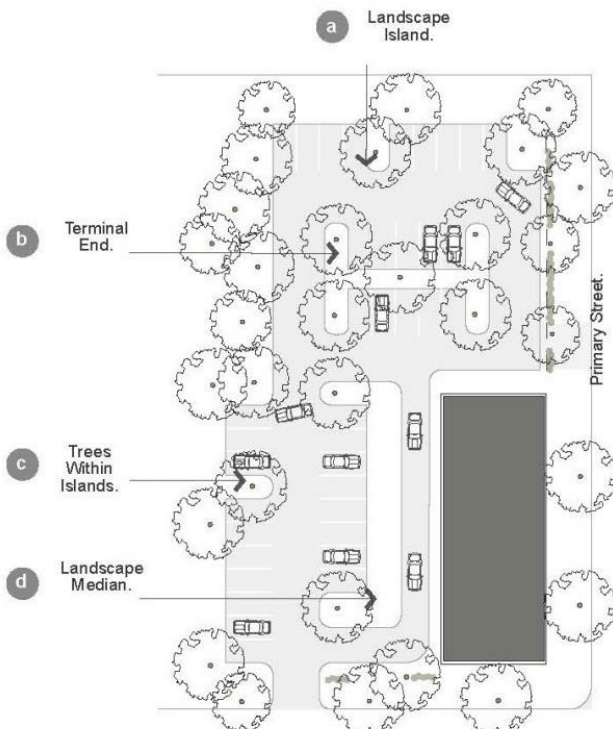


Figure 3.14.060(2). Interior Parking Lot Landscaping

Table: 3.14.060(3) Tree Canopy Calculation		
Tree Size	Estimated Canopy at Maturity (sq ft)	Estimated Height at Maturity (ft)
Very Small	150	Under 15'
Small	400	15'-25'

Medium	900	25'-40'
Large	1600	40'+

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.14.070 Screening Of Open Storage, Refuse Areas, And Utility Appurtenances

1. Intent & Applicability

- a. Intent. To reduce the visibility of refuse areas, and utility appurtenances from public areas and adjacent properties.
- b. General Applicability. All waste containers, open storage, refuse areas, and utility appurtenances in all districts.

Table: 3.14.070(1) Open Storage & Refuse Areas, and Utility Appurtenances	
1. Open Storage and Refuse Area Screening Requirements	
Location on the Site	Not permitted in front or corner side yards
Opaque Screen Wall ¹	Required around three sides of the dumpster and refuse area matching building exteriors or as approved by the City Planner (a)
Screen Wall Height	Height shall be the higher of the following: 1.6' 2. Height as determined by City Planner to accomplish objective of the screen
Visible Openings	Openings visible from the public way or adjacent properties must be furnished with opaque gates (b)
Landscape Requirement	If refuse area is located within larger paved area, such as a parking lot, landscape islands must be located on three sides of the area, with at least one medium or large shade tree in at least one of the landscape areas ² (c)
(2) Utility Appurtenance Screening Requirements	

Large Private Mechanical Equipment ³	Shall be fenced with opaque wood or brick-faced masonry on all sides facing a public street.
Small Private Mechanical Equipment ⁴	Shall have landscape screening and a shrub bed containing shrubs with a minimum 24" diameter spaced no more than 36" on center

Notes:

¹Vertical structured barrier to visibility at all times such as a fence or wall

²This tree, if located within 50' of a parking space, may be utilized to meet the minimum shade requirements

³Large private mechanical equipment is equal to or greater than 4' in height

⁴Small private mechanical equipment is smaller than 4' in height

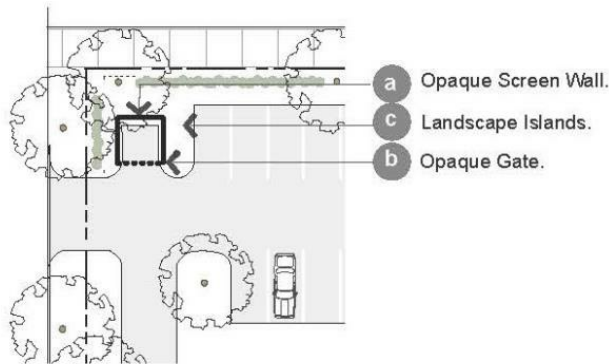


Figure 3.14.070(2). Screening of Open Storage and Refuse Areas

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.16 Parking

[3.16.010 General Requirements](#)

3.16.010 General Requirements

1. **Intent.** Parking requirements are established to accomplish the following:
 - a. Ensure an appropriate level of vehicle parking, loading, and storage to support parking within the Downtown and districts.
 - b. Provide appropriate site design standards to mitigate the impacts of

parking lots on adjacent land uses and zoning districts.

c. Provide specifications for vehicular site access.

2. **Applicability.** This section shall apply to all new developments in any district.

a. **Damage or Destruction.** When a use that has been damaged or destroyed by fire, collapse, explosion, or other cause is reestablished, any associated off-street parking spaces or loading facilities must be re-established based on the requirements of this section.

b. **Site Plan Approval Required.** Parking quantities, design, and layout shall be approved through the development application process and meet the standards of Table 3.16.010(3).

3. **Dedicated Visitor Parking.** Developers shall clearly indicate the location of dedicated visitor parking through directional signage, marked stalls, or other means to be determined in site plan review. Where on-street parking is provided, visitor parking may be accommodated by on-street parking spaces. Where parking is shared between uses, visitor parking is considered to be accommodated by the shared parking lot or structure.

4. **Parking Spillover Management Plan.** If deemed necessary, the City Planner shall require a parking spillover management plan for peak demand periods.

5. **Vehicular On-Street Parking.** On-street parking, as permitted on designated street types, shall meet the following requirements:

i. Parallel parking is permitted on designated street types. Individual stalls shall not be striped, except where parking is metered by per-space meters; however, a single white line or change in material may be provided to indicate the parking line.

ii. **Vehicular Parking Space Dimensions.** The appropriate dimensions for on-street parking spaces are 22' by 7'.

iii. On-street parking located directly adjacent to the site's property lines may be counted toward meeting the development's parking requirement.

Table: 3.16.010(1) Eligible Parking Rate Reduction	
Amenity	Recommended Reduction (stalls/unit)
Unbundled Parking (100%)	0.1
Bike Lockers/Storage	0.05
Development Supplied Transit Passes	0.15

Senior Housing	0.5
Student Housing (< .25 miles from campus)	0.1
Project Controlled On-Street Parking	0.1
Building within 1/4 mile of UTA Station	0.5

6. **Stormwater Management in Parking Lots.** Incorporation of stormwater management best practices is required, such as incorporating drainage swales and slotted curbs in medians and within landscaped islands in parking lots. Final design shall meet the requirements of the City Engineer.
7. **Lighting.** Parking lot lighting shall be confined to the lot. No poles shall be located closer than 10' to any street. All lighting shall use cutoff techniques to ensure dark skies intent.
8. **Shared Parking.** Shared parking lots or structures may provide parking for uses within 1000', where a joint parking agreement is established. The Shared lot or structure may adjust the number of spaces provided to account for time-based use efficiencies between two or more uses. Reductions are calculated by multiplying the minimum amount of parking normally required for each land use by the appropriate percentage as shown in the following parking credit schedule for each of the time periods shown (see *Table: 3.16.010(2) Eligible Parking Rate Reductions (shared parking)*). The number of parking spaces required is determined by totaling the resulting numbers in each column; the column total that generates the highest number of parking spaces then becomes the parking requirement.
- Neighboring property owners may share parking spaces if:
- a permanent cross-access easement or other recorded agreement is established;
 - pedestrian access between the properties can be gained without utilizing a major public or private street;
 - all of the parking must be located within a 1000' radius of the main entrance of the use requesting the additional parking.
 - the combined parking required for all properties can be met as outlined as established for shared parking lots or structures within this section.

Table: 3.16.010(2) Eligible Parking Rate Reductions (shared parking)						
	Weekday			Weekend		
Use	8am - 6pm	6pm - 12am	12am - 8am	8am - 6pm	6pm - 12am	12am - 8am

Residential	60%	100%	100%	80%	100%	100%
Lodging	70%	100%	100%	70%	100%	100%
Commercial						
Food and Beverage	70%	100%	10%	70%	100%	20%
Office Industrial	100%	20%	5%	5%	5%	5%
All others	90%	80%	5%	100%	70%	5%
Place of Assembly	40%	100%	10%	80%	100%	50%
Religious Institution	10%	60%	5%	100%	50%	5%

9. **Minimum Vehicular Parking.** Parking is required for each use as specified in Table 3.16.010(3). If requested by the developer or city, at the cost of the developer, a parking study shall be conducted upon issuance of occupancy of the following residential unit amounts: 500 residential units, 1,500 residential units, and 3,000 residential units. The purpose of the parking study is to assist the City Planner and City Engineer in determining if the numeric requirements listed in table 3.16.010(3) are sufficient. The parking study shall be completed by a qualified professional with demonstrated experience in conducting parking studies. The City Planner and Engineer, after evaluating the study, may increase, reduce, or choose to make no changes to parking requirements.

Table: 3.16.010(3) Minimum Required Parking by Use and District					
Use	DTS	TDMU	Village General	Lakefront Commercial	Lakefront Residential
Residential	1 / bedroom*	1.5 / bedroom*	1 / bedroom*		1/ bedroom*
	0.25 / visitor spaces per unit	0.25 / visitor spaces per unit	0.25 / visitor spaces per unit	0.25 / visitor spaces per unit	0.25 / visitor spaces per unit
Student Housing	0.8 / occupant per unit	0.8 / occupant per unit	0.8 / occupant per unit	0.8 / occupant per unit	0.8 / occupant per unit
Lodging	1 / 1.5 rooms	1 / 1.5 rooms	1 / room	1 / room	1 / room
Commercial					

Food & Beverage	4 / 1,000 sq. ft.	5 / 1,000 sq. ft.	5 / 1000 sq. ft.	5 / 1,000 sq. ft.	8 / 1,000 sq. ft.
Office	2 / 1,000 sq. ft.	2 / 1,000 sq. ft.	2 / 1,000 sq. ft.	2 / 1,000 sq. ft.	2 / 1,000 sq. ft.
All Others	2 / 1,000 sq. ft.	2 / 1,000 sq. ft.	2 / 1,000 sq. ft.	2 / 1,000 sq. ft.	2 / 1,000 sq. ft.
Place of Assembly	1 / 8 seats	1 / 4 seats	1 / 4 seats	1 / 4 seats	1 / 4 seats
Religious Institution	1 / 4 seats	1 / 4 seats	1 / 4 seats	1 / 4 seats	1 / 4 seats

* Maximum requirement of 2 spaces per unit, except student housing

10. **Bike Parking.** Bike Parking is required for each use as specified in Table 3.16.010(4)

Table: 3.16.010(4) Bike Parking Requirements	
Use	Bicycle Rack Spaces
Multi-Family	Minimum 2 spaces or .05 spaces / bedroom, whichever is greater
Civic/Institutional	Minimum 2 spaces, 1 / additional 10,000 sf
Retail	Minimum 2 spaces, 1 / additional 5,000 sf
Services	Minimum 2 spaces, 1 / additional 5,000 sf
Office	Minimum 2 spaces, 1 / additional 10,000 sf
Open Space	Per Zoning Administrator

11. **Off street Parking Setbacks.** All parking lots shall have a minimum setback from the Vineyard Connector of 5'

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.18 Sign Types

[3.18.010 General Requirements](#)

[3.18.020 Sign Types](#)

3.18.010 General Requirements

1. **Intent.** This section seeks to enhance the economic and aesthetic appeal of Downtown Vineyard through the reasonable, orderly, safe, and effective display of signage.
2. **Applicability.** These standards shall apply to signage in all districts for non-residential uses only. Unless otherwise stated in this chapter, all requirements of the Vineyard Municipal Code pertaining to sign requirements shall apply. Refer to the Vineyard Sign Ordinance for permit processes, construction, design, and maintenance standards.
3. **General Compliance.** Compliance with the regulations outlined shall be attained under the following situations:
 - a. Newly Constructed or Reconstructed Signage. All new signs and structural improvements to existing signs.
 - b. Change in Use for Single Business Signage. For signage serving one business, whenever the existing use is changed to a new use resulting in a change in signage, including rewording.
 - c. Multiple-Business Signage. For signage serving multiple businesses, whenever 50% or more of the existing uses are changed to new uses resulting in a change in signage, including rewording.
 - d. Damage or Destruction. When a sign has been damaged or destroyed by fire, collapse, explosion or other cause, and the cost of restoration is greater than 50% of the replacement value at the time of the destruction or damage, the replacement sign shall comply with the standards in this article.
4. **Sign Location.** Unless otherwise specified, signs shall only be located within the boundaries of the lot and not in the right-of-way or on public property.
 - a. Certain Sign Types may extend beyond a property line into the right-of-way or public property with permission from the City Planner and City Engineer, and in accordance with the regulations outlined in this section and in the Vineyard Municipal Code. A certificate of insurance is required for all signs on or over public property, subject to the standards established in the Vineyard Municipal Code.
 - b. No sign shall be attached to a utility pole, tree, standpipe, gutter, or drain.

- c. Signs shall be erected so as to permit free ingress to or egress from any door, window, the roof, or any other exit-way required by the building code or by fire department regulations.
- d. No sign shall be erected or maintained in such a manner as to obstruct free and clear vision of, interfere with, or be confused with any authorized traffic sign, signal, or device, or where it may interfere with vehicle or train line-of-sight.
- e. Pedestrian Orientation. Signs oriented to the pedestrian realm are required. The bottom edge of each sign should be within 14' of the ground plane, except corner and wall signs.

5. Illumination. All signs shall be illuminated according to the following provisions unless otherwise stated.

- a. Signs shall be illuminated only by steady, stationary light sources directed solely at the sign or internal to it, except as permitted for Electronic Message Boards.
- b. Individual letters or logos may be internally illuminated as permitted per each sign type; no other portion of the sign shall be internally illuminated.
- c. When an external artificial light source is used to illuminate a sign, the lamp (or bulb) shall be located, shielded, and directed so as to not be visible from any public street or private residence, except gooseneck lighting illuminating wall signs.
 - i. No receptacle or device housing a permitted light source which is attached to the sign itself shall extend more than 18" from the face of the Sign.
 - ii. If ground lighting is used to illuminate a sign, the receptacle or device should not extend more than 12" above ground and must be fully screened and housed.
- d. The illumination of any sign, resulting from any internal or external artificial light source, shall not exceed 250 nits at the Sign face during the day and 125 nits at the Sign face after sunset, with no light trespass onto adjacent property. Lighting shall be directed toward the ground.

6. Computation. The following standards generally apply to computing the area of signs by type and by building lot.

- a. Temporary signs and directional signs are not included in the maximum signage area calculations, unless otherwise specified.
- b. Height for monument signs is measured from the average grade at the front property line to the top of the sign, sign cabinet, or cap, whichever is

highest.

c. Signage measurement is as generally illustrated in Figure 3.18.020(2)

Table: 3.18.010(1) Sign Standards								
Sign Type	LC	VG	DTMU	DTS	Height (max)	Number (max)	Sign Area (max)	Copy Height (max)
Permanent Signs								
A-Frame	P	P	P	P	42"	one per ground floor tenant	max. 30" wide and 42" high	n/a
Awning	P	P	P	P	n/a	one per entry to each ground floor tenant	75% of valence	18"
Building	P	P	P	P	n/a	each elevation	600 sq. ft. per elevation	n/a
Canopy	P	P	P	P	n/a	one per entry	two sq. ft. per linear ft.	30"
Corner	P	P	P	P	6' above eave or parapet	one per corner building	40 sq. ft.	n/a
Ground	Along Vineyard Connector only				5'	one per frontage	120 sq. ft.	30"
Marquee	P	N	P	P	n/a	one per building	120% of face	n/a
Projecting	P	P	P	P	n/a	one per ground floor tenant	six sq. ft. per side	8"
Wall Sign	P	P	P	P	n/a	one per tenant + one per	one sq. ft. per one linear foot	18"

						frontage	of frontage	
Window	P	P	P	P	n/a	limited by sign area	25% of glazing	6"
Temporary Signs								
Banner	P	P	P	P	20'	one per tenant	80 sq. ft.	18"

P: Permitted

N: Not Permitted

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.18.020 Sign Types

1. **Sign Type Requirements.** The following pertain to specific sign types detailed in this section.
 - a. Signs not visible from public rights-of-way are not limited in type, size, or location, except as may be considered public safety concerns by the City Planner.
 - b. Iconic Sign Elements. Iconic signs may be allowed at the discretion of the City Planner if the lighting of the sign does not significantly impact adjacent neighbors and the sign helps to identify Downtown Vineyard . Such signs shall only be allowed in the Downtown Station (DTS), Downtown Mixed-Use (DTMU), and Lake Front Commercial (LFC) Districts and shall comply with the following.
 - i. Symbol or Logo Size. The symbol may not be larger than 8' in any direction, included in overall sign area and the surface area counts toward the Maximum Permitted Quantity of Signage per Lot.
 - ii. No moving parts or external illumination of the symbol may be provided.
 - iii. Text. The text component of the sign may not be more than 30% of the overall area of the sign.
 - c. Signs are limited by type and district as specific in Figure 3.18.020(1).

Figure 3.18.020(1)

Figure 3.18.020(1). Sign Types Illustrated

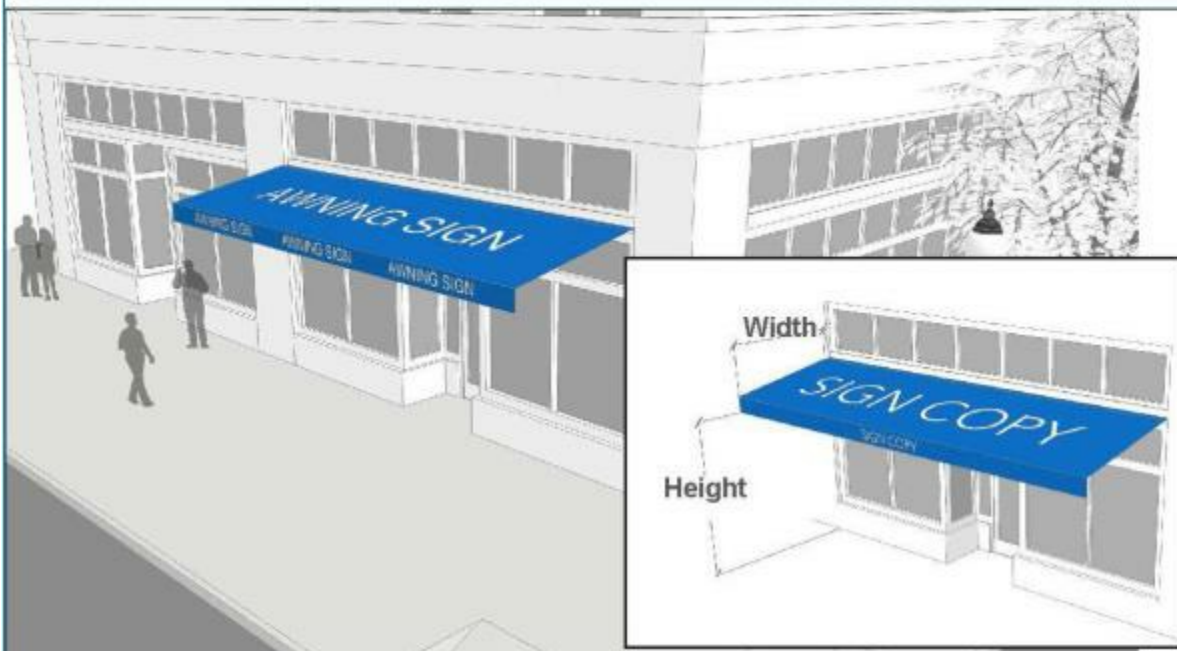
A-Frame Sign

A portable sign not secured or attached to the ground or surface upon which it is located, typically constructed in such a manner as to form an "A" or tent-like shape, and primarily or exclusively intended to advertise to pedestrian traffic.



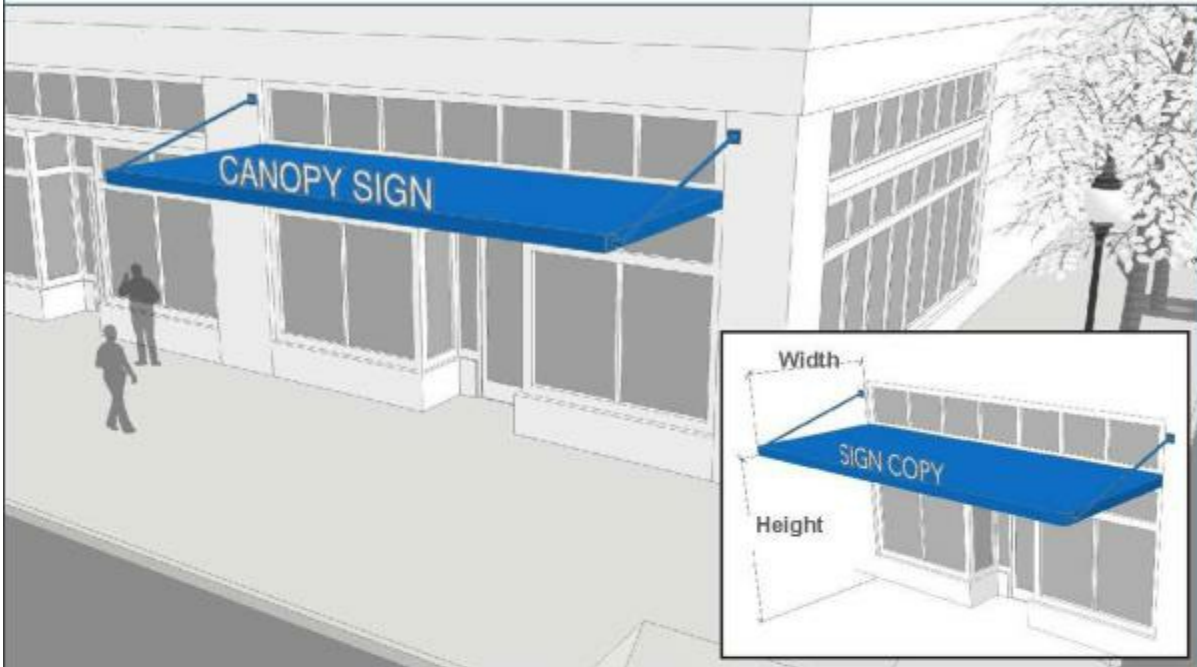
Awning Sign

A sign consisting of information painted on, sewn on, imprinted on, or attached to the surface of an awning.



Canopy Sign

A sign that is part of, or attached to, a canopy.



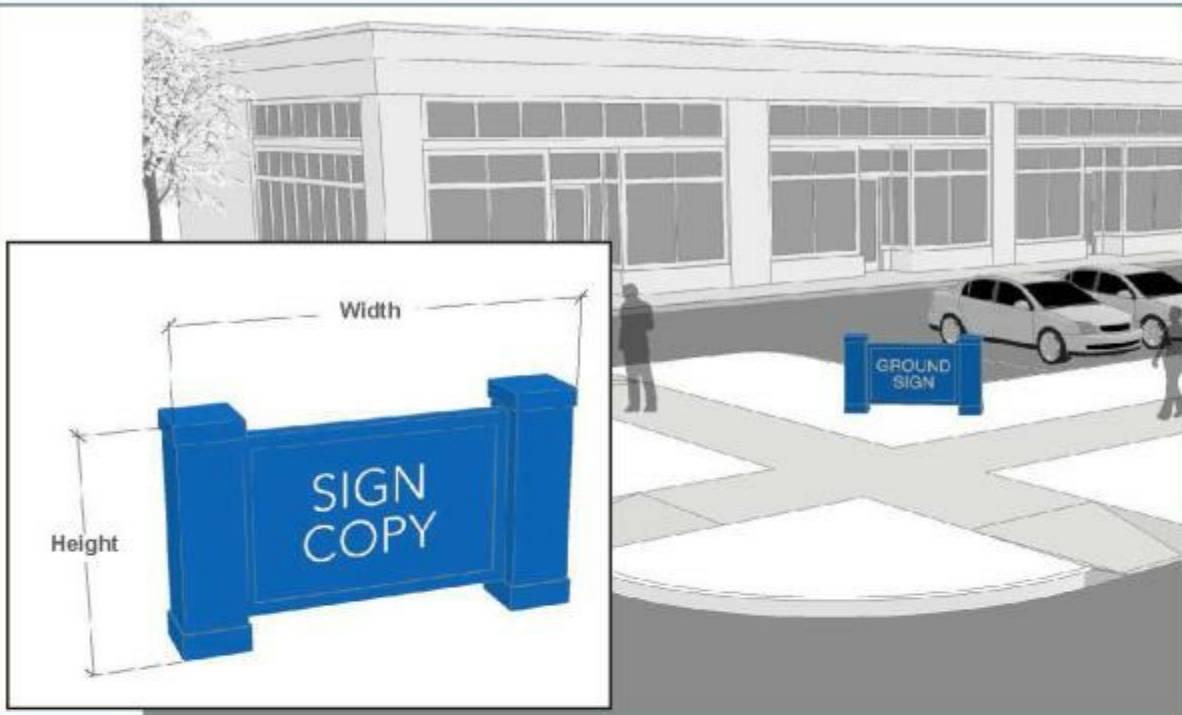
Corner Sign

A vertically proportioned sign affixed perpendicularly to the outer corner of a building face.



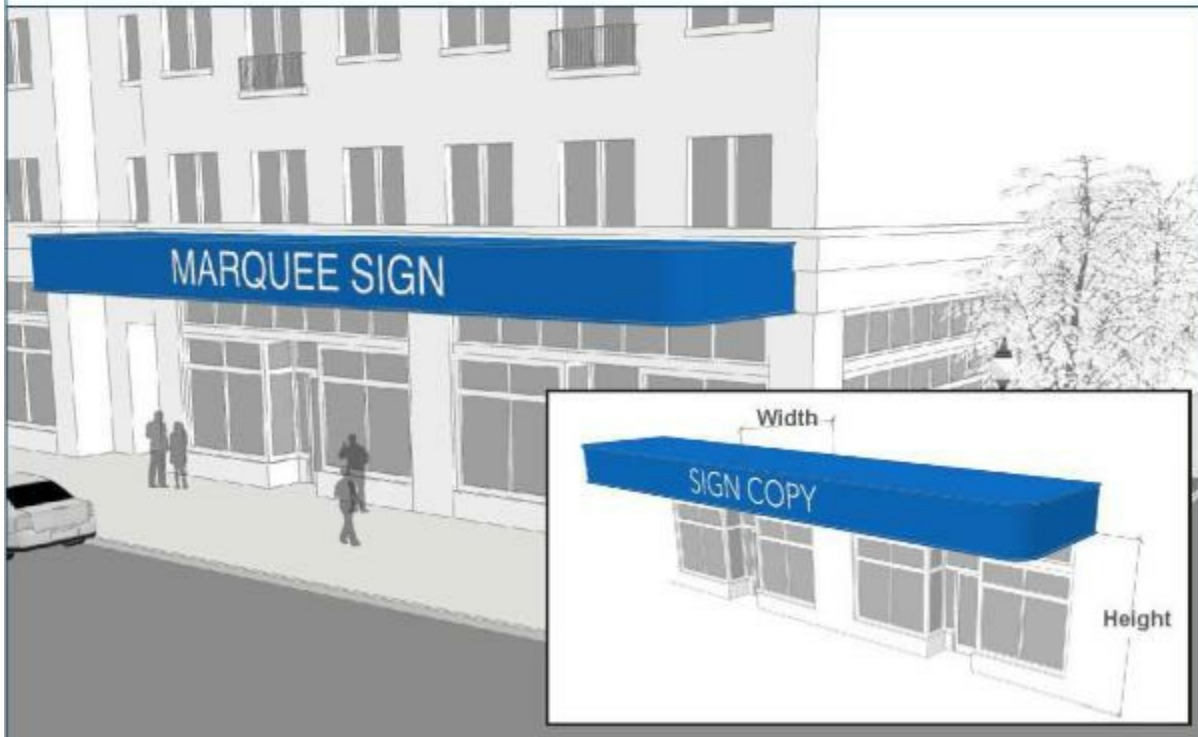
Ground Sign

A sign commonly supported by uprights or braces that is placed on, near or at ground level, that is not attached to any building. The definitions of ground sign and pole sign are mutually exclusive. (Syn: monument sign)



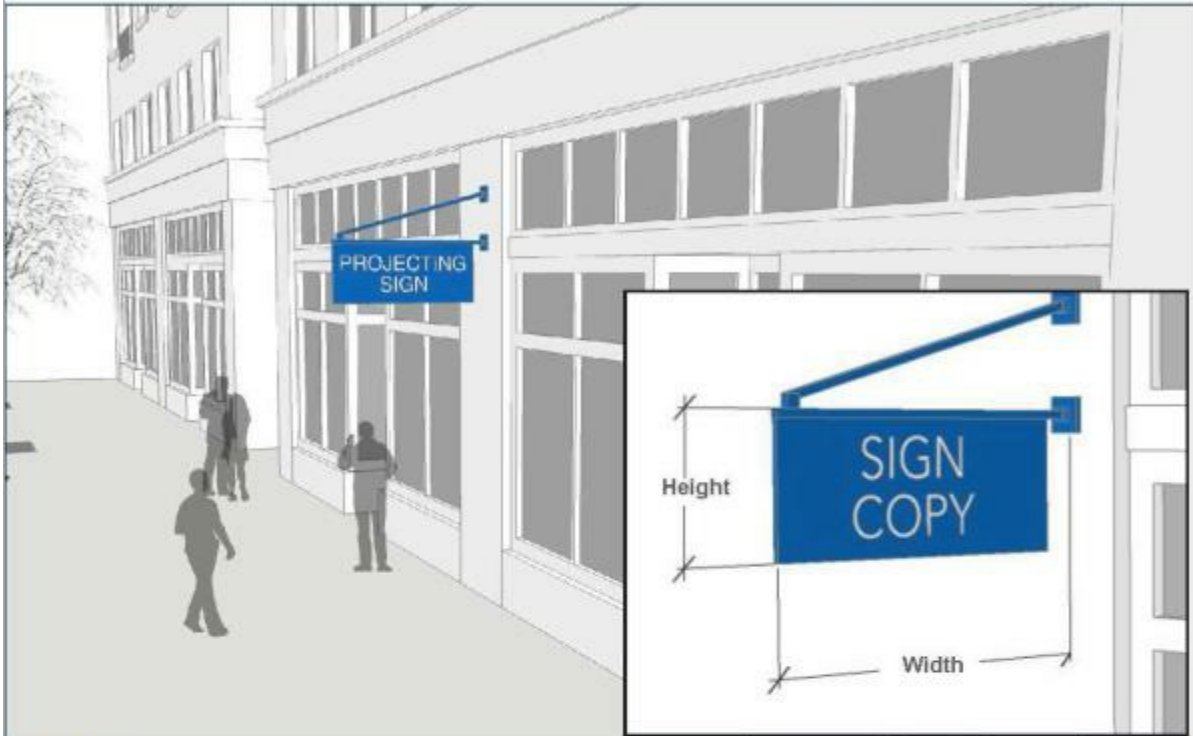
Marquee Sign

A canopy or rigid roof-like projection fully or partially covering the entrance to a theater, hotel, or other building, usually bearing a sign on its face or sides.



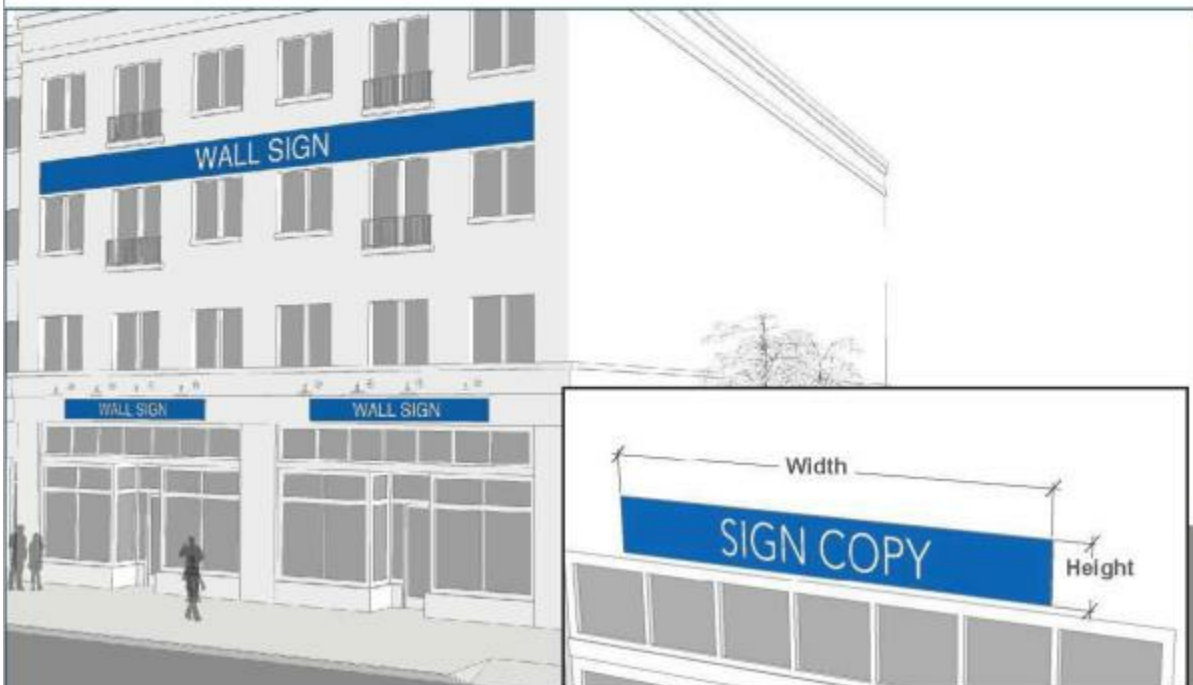
Projecting Sign

A sign affixed to a building which projects in such a manner that both sides of the sign are visible.



Wall Sign

A sign erected on the wall, cupola, or parapet of a building or structure in such a manner that only one (1) side of the sign is visible, or a sign which is affixed to or painted on the wall, cupola, or parapet of a building or structure. A wall sign is sometimes referred to in this chapter as a fascia sign. The definitions of wall sign and projecting sign are mutually exclusive. (Syn: fascia sign)



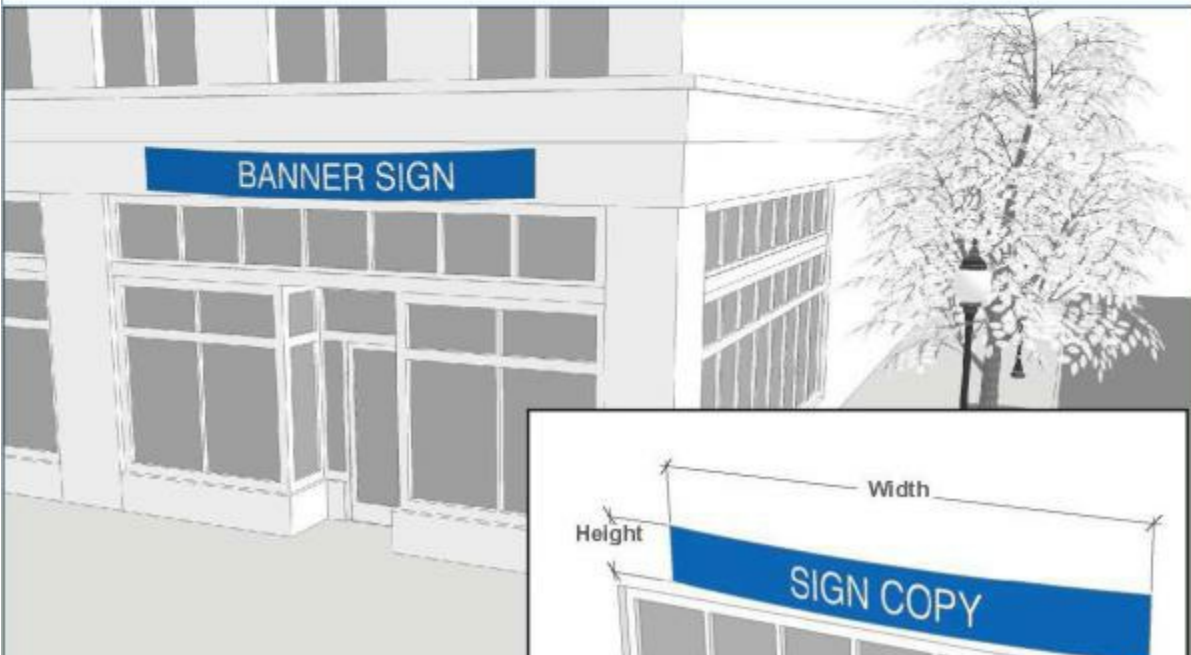
Window Sign

A sign, graphic, or design which is painted, mounted, or otherwise displayed within three (3) feet of a window in a manner to present a message to or attract attention of the public on adjoining rights-of-ways.



Temporary: Banner Sign

A sign which consists of a sign face composed of nonrigid material that is secured or mounted at both ends.





HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

[3.20 Administration](#)

[3.20.010 General Provisions](#)

[3.20.020 Regulations](#)

3.20.010 General Provisions

1. **Purpose.** It is the intent of this code to promote public health, safety, and general welfare of the community, reflecting the goals established within the General Plan of the City of Vineyard.
2. **Scope of Regulations**
 - a. New Development. All development, construction, and establishment of uses within the limits of this code occurring after the effective date of this code shall be subject to all applicable regulations of this code.
 - b. In-Process Development. Where a building permit for a development has been applied for in accordance with the prior law in advance of this code's effective date, said development may comply with the plans from which the permit was approved and, upon completion, receive a certificate of occupancy (provided all conditions are met) provided the following:
 - i. Work or construction is begun within one year of the effective date of this code.
 - ii. Work or construction continues diligently toward completion.
3. **Administration & Enforcement.** The City Planner shall act as the Administrator for any proposal in Downtown Vineyard . The provisions of this code shall be administered and enforced by the City Planner unless otherwise specifically stated. The City Planner shall have the ability to modify the requirements of this ordinance by 10%, if good cause is clearly demonstrated. For the purposes of this code, the term City Planner shall be inclusive of their designees.
4. **Completion of Public/Private Infrastructure, Open Space, and Residential Amenities**
 - a. The applicant or developer shall be responsible to complete all improvements such as public/private infrastructure, open space, and residential amenities required prior to certificate of occupancy of all

associated site plan buildings. The City may elect to utilize funds from the Redevelopment Agency generated by this project area to bring all improvements to completion.

5. Development Application. Applications (form, fees, and plan sets) shall be filed with the city.

- a. Application Form. Application forms are available from the City.
- b. Fees. Fee amounts are available from the City and are due at the time the application is made; the application will be considered incomplete if fees are not paid.
- c. Plan Set Requirements. Number of copies and minimum scale of drawings shall be noted on the application form. All plans shall be submitted in an approved digital format. All plans shall be reviewed by the City Planner for completeness. Incomplete applications shall be returned to the applicant for re-submission.
- d. Filing Deadline. Filing deadlines are established by the City and available at City Hall.
- e. Withdrawal of Application. Applicant may withdraw the application whole or in part at any point in the process prior to being acted or ruled upon; new application form, fees, and plan sets are required for re-application.
- f. Records on File. Applications and the resulting recommendations and rulings shall be kept on file by the City Planner and shall be considered public record.
- g. Notice requirements for adjacent property owners is not required, due to all uses are permitted uses.

6. Process

- a. Any development within a district shall be administered in accordance with the procedures defined in existing City ordinances.

The application shall follow the following process:

- i. Pre-Application Meeting
- ii. Application submittal. Only complete applications shall be accepted
- iii. Staff review and coordination
- iv. Permitted Use Review by the City Planner and staff
- v. Staff processing of the Planning Commission approval includes letter of conditions (if any), site plan approval, architectural

approval, and engineering plans approval. Building permits are a separate process as per the Building Code. Site plans containing proposed amenities in the public right-of-way or publicly owned property shall be approved by the City Council prior to site plan approval by the Planning Commission.

- vi. Following Planning Commission approval, the Public Works Department shall approve construction drawings for all public infrastructure and open space areas prior to construction.
 - vii. Subdivisions or condominium plats are processed by the City Council subject to staff and Planning Commission review and recommendations.
 - viii. Development agreements shall be reviewed by the Planning Commission. The Planning Commission shall provide a recommendation to the City Council and the City Council shall approve, deny, or approve with modifications.
- b. Exempt Activities. The following activities are exempt from the requirements of this chapter.
- i. Ordinary repairs for the purpose of regular building, signage, lighting, or site maintenance.
 - ii. Construction within the interior of the structure that is not visible from the exterior of the building.
 - iii. Emergency repairs ordered by any City official in order to protect health and safety.

7. **Definitions.** If a definition cannot be found in this chapter, the definitions found in the existing City Code apply or as commonly understood.

8. **Conflicts.** Where conflict between this chapter and the standards in the City Code exist, this chapter takes precedence.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

3.20.020 Regulations

1. **Amending the Code.** Amendments of the adopted code shall be approved using the procedure for an ordinance amendment.

2. **Minor Modifications to an Approved Site Plan.** The City Planner may approve

minor modifications to an approved site plan. Modifications may be evaluated through a letter of application and the provision of the reasoning behind the request. Such requests may be made for:

- a. Minor modifications to proposed landscaping plans.
 - i. Landscaping not exceeding 10% of the landscaping as required on the site plan. In no case can the minimum buffer adjacent to existing single-family zones be modified.
 - b. Minor modifications to buildings, including setbacks, heights, and materials.
 - i. Building or sign locations that do not move more than 10’.
 - ii. Building materials that reflect the intent of the original material.
 - iii. Up to 10% of the approved heights
 - c. Minor modifications to parking requirements, pursuant to the development of an alternative parking plan.
 - i. Parking arrangements and numbers that generally reflect the original approval.
 - d. Changes in lot sizes, land uses, building forms, lot line adjustments, or district designations shall be subject to a zoning map or ordinance amendment.
3. **Development Agreement.** The City Council may, by development agreement, supersede any of the requirements found in the Downtown Vineyard Code.
4. **Other Town Ordinances Applicable.** The provisions of this Chapter shall supersede other provisions of the City Code, unless this Chapter is silent on the particular issue. Such conflicts shall be resolved through the City Planner.
5. **Subdivision Approvals and Development Standards in This District**
- a. Commercial subdivisions shall be approved using the subdivision plat approval process established in the City Code.
 - b. Residential subdivisions shall conform to the general requirements established in the City Code. Residential subdivisions shall be approved using the subdivision plat approval process established in this title.

HISTORY

Adopted by Ord. [2009-03](#) on 5/13/2009

Amended by Ord. [2015-13](#) on 9/23/2015

Amended by Ord. [2020-02](#) on 4/29/2020

Exhibit C: Lake Promenade Property Map

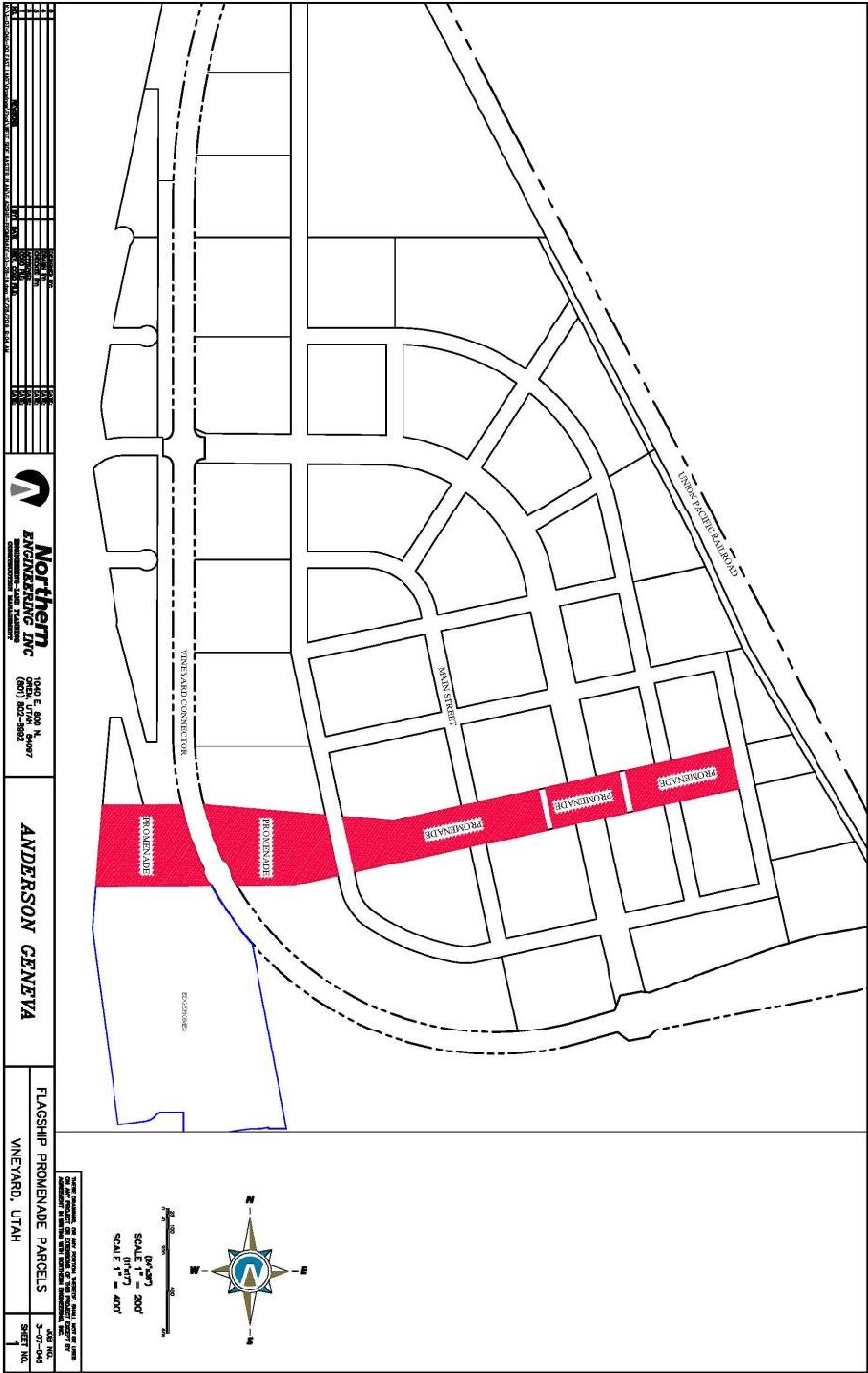


Exhibit D: The ~~Town Center~~Downtown Vineyard Map





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 13, 2020

Agenda Item: 3.2 Tentative Budget

Department: Finance

Presenter: Jacob McHargue

Background/Discussion: The annual budget process began back in January with the council retreat. Staff works from the goals and priorities set in that meeting to discuss budget requests and present a tentative budget to the city council by the first meeting in May. The current circumstances have required us to make some adjustments to the budget as well as updates to the normal budgeting process. We have prepared a tentative budget for the approval of the city council. We anticipate making changes to this budget as more financial information is made available by the state over the next 6 weeks. the state requires a public hearing for the tentative budget, but because we are anticipating the final budget changing, we are proposing to also hold a public hearing for the final budget approval in our June meeting.

The General Fund budget being presented for your approval represents a 3% decrease from the current year budget. There are many factors that we considered when arriving at that number, they include a 25% decrease in sales tax collection for the year, this impact is muted because of the estimated growth in the city relative to the overall growth in the state. We will have updated numbers later this month and will be able to refine these figures before our final budget is adopted.

The utility funds budgets are relatively flat also because of the growth in the city offsetting the decline in revenue we are planning for next year.

Fiscal Impact: The budget is decreased from last year. The general fund budget is \$6,461,800 and the overall budget including all funds is \$40,835,100.

Recommendation: Staff recommends the city council adopt the tentative budget.

Sample Motion: I move to adopt the Fiscal Year 2021 Budget as presented by staff.

Attachments: Budget Worksheet Guide and Tentative FY 2021 Budget

Vineyard City
Budgeting Worksheet
25 Redvelopment Agency - 07/01/2020 to 06/30/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Taxes								
3110 PROPERTY TAX INCREMENT	6,786,593	7,949,296	8,232,538	8,092,400	0	8,643,000	8,643,000	
3113 PROPERTY TAX ADMIN	357,189	0	343,022	323,700	0	360,000	360,000	
Total Taxes	7,143,782	7,949,296	8,575,560	8,416,100	0	9,003,000	9,003,000	
Interest								
3660 INTEREST INCOME	954,156	1,515,281	1,011,858	500,000	0	600,000	600,000	
Total Interest	954,156	1,515,281	1,011,858	500,000	0	600,000	600,000	
Miscellaneous revenue								
3820 BOND PROCEEDS	32,292,580	0	0	0	0	0	0	
Total Miscellaneous revenue	32,292,580	0	0	0	0	0	0	
Contributions and transfers								
3815 DEVELOPER CONTRIBUTIONS	508,248	0	0	0	0	0	0	
3960 EXCESS BEG. FUND APPROPRIATION	0	0	0	20,375,800	0	15,538,900	15,538,900	
Total Contributions and transfers	508,248	0	0	20,375,800	0	15,538,900	15,538,900	
Total Revenue:	40,898,766	9,464,577	9,587,418	29,291,900	0	25,141,900	25,141,900	
Expenditures:								
Miscellaneous								
5500 RDA Salaries & Wages	171,179	189,755	167,279	237,300	0	282,500	282,500	
5510 Employee Benefits	37,805	41,874	36,903	68,100	0	64,300	64,300	
5520 PUBLIC NOTICES	0	0	0	2,000	0	2,000	2,000	
5531 PROF & TECH - GENERAL	72,256	70,217	30,987	27,600	0	27,600	27,600	
5532 PROF & TECH - PLANNER	0	50,000	0	57,500	0	0	0	
5533 PROF & TECH - ENGINEER	138,577	252,770	0	0	0	50,000	50,000	
5534 PROF & TECH - FIN PLAN	33,150	15,800	24,125	30,000	0	30,000	30,000	
5535 PROF & TECH - AUDITOR	4,000	4,000	4,000	4,000	0	4,000	4,000	
5540 HOUSING FUND	255,728	129,435	0	0	0	0	0	
5542 TIFF PAYMENTS	1,024,712	2,348,512	0	3,387,500	0	4,176,100	4,176,100	
5561 MISCELLANEOUS EXPENSES	0	50	0	0	0	0	0	
5600 Bond issuance costs	178,616	0	0	0	0	0	0	
8010 DEBT PRINCIPAL PAYMENTS	3,429,580	2,972,000	1,348,265	2,969,000	0	3,423,000	3,423,000	
8020 DEBT INTEREST PAYMENT	1,258,540	1,504,731	884,703	1,426,700	0	1,343,700	1,343,700	
9070 CAPITAL PROJECTS	4,294,885	7,193,892	8,467,233	20,800,000	0	15,700,000	15,700,000	
Total Miscellaneous	10,899,028	14,773,036	10,963,495	29,009,700	0	25,103,200	25,103,200	
Transfers								
9515 TRANSFER TO INTERNAL SERVICE FUND	0	0	0	25,500	0	38,700	38,700	
Total Transfers	0	0	0	25,500	0	38,700	38,700	
Total Expenditures:	10,899,028	14,773,036	10,963,495	29,035,200	0	25,141,900	25,141,900	
Total Change In Net Position	29,999,738	(5,308,459)	(1,376,077)	256,700	0	0	0	