NOTICE OF A REGULAR
CITY COUNCIL MEETING
December 13, 2023, at 6:00 PM

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, December 13, 2023, at 6:00 p.m., in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our live stream page.

AGENDA

Presiding Mayor Julie Fullmer

1. **CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE –** ***to be announced.***

2. **CANVASS AND SWEARING IN OF PLANNING COMMISSIONER**
   2.1 CANVASS – 2023 Municipal General Election Canvass and Certification
   The City Recorder Pamela Spencer will present the results of the 2023 Municipal General Election. The mayor and City Council will sit as the Board of Canvassers to certify the results of the 2023 Municipal General Election.

   2.2 Swearing in of New Planning Commissioner
   City Recorder Pamela Spencer will swear in Nathan Steel as a new sitting Planning Commissioner. Mr. Steel was appointed during the City Council Special Session on December 6, 2023.

3. **PUBLIC COMMENTS** *(15 minutes)*
   "**Public Comments"** is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

Public comments can be submitted ahead of time to heidij@vineyardutah.org.

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

5. STAFF, COMMISSION, AND COMMITTEE REPORTS *(3 minutes each)*

5.1 City Manager Eric Ellis
5.2 Planning Commission

6. CONSENT ITEMS

6.1 Approval of the December 6, 2023, City Council Meeting Minutes
6.2 Approval of Bicycle Advisory Commission Amendments (Ordinance 2023-31)
6.3 Vineyard Grove Park Slide Hill – Site Design
6.4 Vineyard Grove Park Slide Hill – Contraction Bid Award (Resolution 2023-57)
6.5 Adding Street Lights to Main & Center St.
6.6 The Yard Plat 'F' Subdivision
6.7 Municipal Code Amendment for Appointment and Removal of City Officers (Ordinance 2023-32)
6.8 Approval of Economic Strategy Contract Extensions (Resolution 2023-60)
6.9 Vineyard City Seal (Resolution 2023-52)

7. APPOINTMENTS

7.1 Planning Commission

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

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

No items were submitted.

9. BUSINESS ITEMS

9.1 PUBLIC HEARING – Inland Port

(The Public Hearing may be continued to a later date)
Mayor Fullmer will present a proposal for the creation of one Utah Inland Port Authority project area to allow for public input on (i) whether the requested service (described below) is needed in the area of the Proposed Project Area, (ii) whether the service should be provided by the City or the Proposed Project Area, and (iii) all other matters relating to the Proposed Project Area.

9.2 DISCUSSION AND ACTION - East Geneva Right-of-way and Land Donation and Development Agreement (Resolution 2023-51)

(A Public Hearing was held for this item during the Joint Planning Commission and City Council meeting December 6, 2023.)
Community Development Director will present a request for approval of a right-of-way and land donation and development agreement between Vineyard City, Utah, The Vineyard Redevelopment Agency, and Anderson Geneva, LLC, for the following parcel numbers: 17:019:0047, 38:437:0001, 38:437:0002, 17:022:0006, and 46:870:0004. The Mayor and City Council will act to adopt (or deny) this request by resolution. (*This item was continued from the December 6, 2023, City Council Meeting.)*

9.3 DISCUSSION AND ACTION – First Amendment to Geneva West Side Property Land Donation and Development Agreement (Resolution 2023-55)

City manager Eric Ellis will present a first amendment to the Geneva West Side Property Agreement. Mayor and City Council will act to adopt (or deny) this request by resolution.

9.4 DISCUSSION AND ACTION - Shade Sails

Parks and Recreation Director Brian Vawdrey will present an option for shade sails on certain park equipment. The mayor and City Council will take appropriate action.

9.5 PUBLIC HEARING – FY 24 Budget Amendments (Resolution 2023-56)

Finance Director David Mortensen will present proposed amendments to the Fiscal Year 2023-2024 Budget Amendment #2. The Mayor and City Council will act to adopt (or deny) this request by resolution.

9.6 PUBLIC HEARING – Consolidated Fee Schedule Amendment (Resolution 2023-53)

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

9.7 PUBLIC HEARING – Forge Development Agreement (Resolution 2023-54)

Dakota Pacific is proposing a development agreement for The Forge property. The property is located at 769 N Ingot Road Vineyard, UT 84059, and is zoned within The Forge Special Purpose Zoning District. Parcel IDs: 39:258:0001 through 39:258:0007.

9.8 PUBLIC HEARING – East District: The Creation of Public Infrastructure District (Resolution 2023-58)

City Attorney Jayme Blakesly will present the proposed creation of five Public Infrastructure Districts (the "Proposed Districts") and to allow for public input on (i) whether the requested service (described below) is needed in the area of the Proposed Districts, (ii) whether the service should be provided by the City or the Proposed Districts, and (iii) all other matters relating to the Proposed Districts.

9.9 PUBLIC HEARING – West District: The Creation of Public Infrastructure District (Resolution 2023-59)

City Attorney Jayme Blakesly will present the proposed creation of five Public Infrastructure Districts (the "Proposed Districts") and to allow for public input on (i) whether the requested service (described below) is needed in the area of the Proposed Districts, (ii) whether the service should be provided by the City or the Proposed Districts, and (iii) all other matters relating to the Proposed Districts.

9.10 DISCUSSION – Lease Agreement for The Promenade Aquatics Facility

City Attorney Jayme Blakesley will lead discussion about the lease agreement for the Promenade Aquatics Facility. No action will be taken at this time.

10. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of (these are just a few of the items listed, see Utah Code 52-4-205 for the entire list):

(a) discussion of the character, professional competence, or physical or mental health of an individual

(b) strategy sessions to discuss collective bargaining

(c) strategy sessions to discuss pending or reasonably imminent litigation
(d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares
(e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares
(f) discussion regarding deployment of security personnel, devices, or systems;
(g) the purpose of considering information that is designated as a trade secret, as defined in Section 13-24-2, if the public body's consideration of the information is necessary in order to properly conduct a procurement under Title 63G, Chapter 6a, Utah Procurement Code;

11. ADJOURNMENT

The next meeting is on Wednesday, January 10, 2024.

This meeting may be held in a way that will allow a councilmember to participate electronically.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder's Office at least 24 hours prior to the meeting by calling (385) 338-5183 or (385) 326-2123.

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

AGENDA NOTICING COMPLETED ON: December 12, 2023

CERTIFIED (NOTICED) BY: /s/ Heidi Jackman
HEIDI JACKMAN, DEPUTY RECORDER

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

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

Staff Present: City Manager Eric Ellis, City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Finance Director David Mortensen, Community Development Director Morgan Brim, Planner Cache Hancey, Public Works Director Naseem Ghandour, Environmental Utilities Manager Sullivan Love, City Recorder Pamela Spencer

Others speaking:

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

Mayor Fullmer called the meeting to order at 11:00 PM.

2. CONSENT ITEMS

2.1 Approval of the November 8, 2023, City Council Meeting Minutes
2.2 Approval of an addendum to the Sage Government Solutions

Motion: COUNCILMEMBER FLAKE MOVED TO APPROVE CONSENT ITEMS AS NOTED, 6.1 AND 6.2 AS PRESENTED. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

3. APPOINTMENTS

3.1 <u>Planning Commission</u>
Mayor Fullmer, with the advice and consent of the council, will appoint new members to the Planning Commission.

Mayor Fullmer reviewed the appointment of Nathan Steel to the Planning Commission and then called for a motion.

Motion: COUNCILMEMBER FLAKE MOVED TO APPROVE THE APPOINTMENT AS PRESENTED. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

DRAFT

4. BUSINESS ITEMS

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

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

City Recorder Pamela Spencer explained that they needed to extend the canvass to the December 13, 2023 City Council meeting due to a tie vote in one of the elimination rounds and the triggering of a recount of the election.

Motion: COUNCILMEMBER SIFUENTES MOVED TO EXTEND THE CANVASS OF THE 2023 GENERAL ELECTION TO THE DECEMBER 13, 2023, CITY COUNCIL MEETING. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

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

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

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

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

Mayor Fullmer said that the amendment from the Planning Commission was a conditional use for heliports and vertiports. Mr. Brim recommended the council approve a carve out for the hospital heliports. A Permitted Use for heliports and vertiports on all medical facilities and a conditional use on all other instances.

Motion: COUNCILMEMBER WELSH MOVED TO ADOPT ORDINANCE 2023-30 MEDICAL AND COMMERCIAL USES WITH STATED AMENDMENTS:

A PERMITTED USE FOR HELIPORTS AND VERTIPORTS ON ALL MEDICAL FACILITIES AND A CONDITIONAL USE ON ALL OTHER INSTANCES.

COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

4.3 DISCUSSION AND ACTION - Homesteads Pod 1 Live/Work Development Agreement (Resolution 2023-50) (*This item was postponed from the November 8, 2023, City Council Meeting.) (A Public Hearing will be held for this item during the Joint Planning Commission and City Council meeting.)*

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

City Attorney Jayme Blakesley read the proposed amendments from Planning Commission:

1. Section 2 add: Site plans for the project shall be informed by analysis performed by a qualified transportation engineer of the parking locations, orientation, and site circulation relative to pedestrian and bicyclists movement on adjacent streets, sidewalks, and trails.
2. Section 8 add a restriction to the live work units: businesses within the live/work units shall have not more than two nonresident employees working at the business concurrently.

There was a brief discussion about the amendments. Add language to the second amendment: unless otherwise authorized by the Homeowners Association.

Motion: COUNCILMEMBER FLAKE MOVED TO ADOPT RESOLUTION 2023-50 HOMESTEADS POD 1 LIVE/WORK DEVELOPMENT AGREEMENT AS AMENDED. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

4.4 DISCUSSION AND ACTION - <u>East Geneva Land Donation and Development Agreement (Resolution 2023-51)</u> *(A Public Hearing will be held for this item during the Joint Planning Commission and City Council meeting.)*

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

Motion: COUNCILMEMBER RASMUSSEN MOVED TO CONTINUE RESOLUTION 2023-51(4.4) TO THE NEXT MEETING. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

5. ADJOURNMENT

Mayor Fuller called for a motion to adjourn the meeting.

COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 11:10 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED ON: _____

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

DRAFT

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: 6.2 Municipal Code Amendment Bicycle Commission

Composition **Department:** Recorder

Presenter: Pamela Spencer

Background/Discussion:
The Bicycle commission was originally established by Ordinance in 2021 with the composition of 5 sitting members and 2 alternates all of which had to be residents of Vineyard. A request was submitted to change the composition of the commission to 3 resident members, 2 resident alternates, and 2 at-large members.

Fiscal Impact: N/A

Recommendation:
Staff recommends making the changes stated above.

Sample Motion:
"I move to adopt Ordinance 2023-31 Municipal Code Amendment Section 2.30.020, as Presented."

Attachments:
Ordinance 2023-31

VINEYARD
ORDINANCE 2023-31

AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING MUNICIPAL CODE SECTION 2.30.020 BICYCLE ADVISORY COMMISSION

WHEREAS, the Vineyard City Council under the authority of Utah Code 10-3 desires to amend the Municipal Code; and

WHEREAS, the City Council established Section 2.30.020 Bicycle Advisory Commission by Ordinance in 2021; and

WHEREAS, The City Council has determined that it is in the public's best interest to amend the commission's composition under said section.

NOW THEREFORE, be it ordained by the Council of the Vineyard, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** "2.30.020 Bicycle Advisory Commission" of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

2.30.020 Bicycle Advisory Commission

A. GENERAL. The Bicycle Advisory Committee created by resolution number 2020-05 on May 13, 2020, is hereby established as the Bicycle Advisory Commission.
B. PURPOSES AND DUTIES. The Bicycle Advisory Commission shall have the responsibilities provided in this section and such other duties as the Mayor may, from time to time, decide:
    1. Advise and provide input on policy, management, master plans, operations and maintenance, design standards, sustainability initiatives, development plans, rules, regulations, and ordinance relating to bicycling;
    2. To organize community programs and projects to provide information and education to the community on bicycling;
    3. To actively promote and participate in community events as it relates to promoting bicycle safety and education;
    4. To render an annual report of commission activities to the governing bodies of the City;
    5. To promote bicycling as a viable form of transportation;
    6. To provide a venue for public input and assistance as "eyes and ears" for issues pertaining to bicycling in the City;
    7. To maintain relationships and consult with bicycle advisory and advocacy groups within the region, including Bike Utah, the Bike Collective, BACs or

equivalent of other jurisdictions, and other groups as appropriate;

8. To work with City staff toward the goal of becoming a Diamond-level Bicycle Friendly Community.

C. MEMBERS OF THE COMMISSION: Members of the commission are appointed as per Section 2.30.010 of this Chapter; With the exception that two (2) members shall be at-large and may reside anywhere in the state of Utah.

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from December 13, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL
_____.

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

Presiding Officer

_____
Julie Fullmer, Mayor, Vineyard

Attest

_____
Pamela Spencer, City Recorder, Vineyard

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: 6.3 Slide Hill (Grove Park) Site Design

Department: Parks & Recreation

Presenter: Brian Vawdrey, Parks & Recreation Director

Background/Discussion:

During the Central Corridor Open Space master planning process, the City Council directed staff to move forward with the redesign of the hill in Grove Park known as Slide Hill. Staff is asking for the City Council's approval of the updated Site Design.

Fiscal Impact:

The Council budgeted up to $269,500 (remainder of the initial $300k – design costs) for construction of the Slide Hill project.

Recommendation:

Staff recommends the City Council approve the updated Site Design.

Sample Motion:

"Motion to approve the Slide Hill Site Design as recommended by Staff."

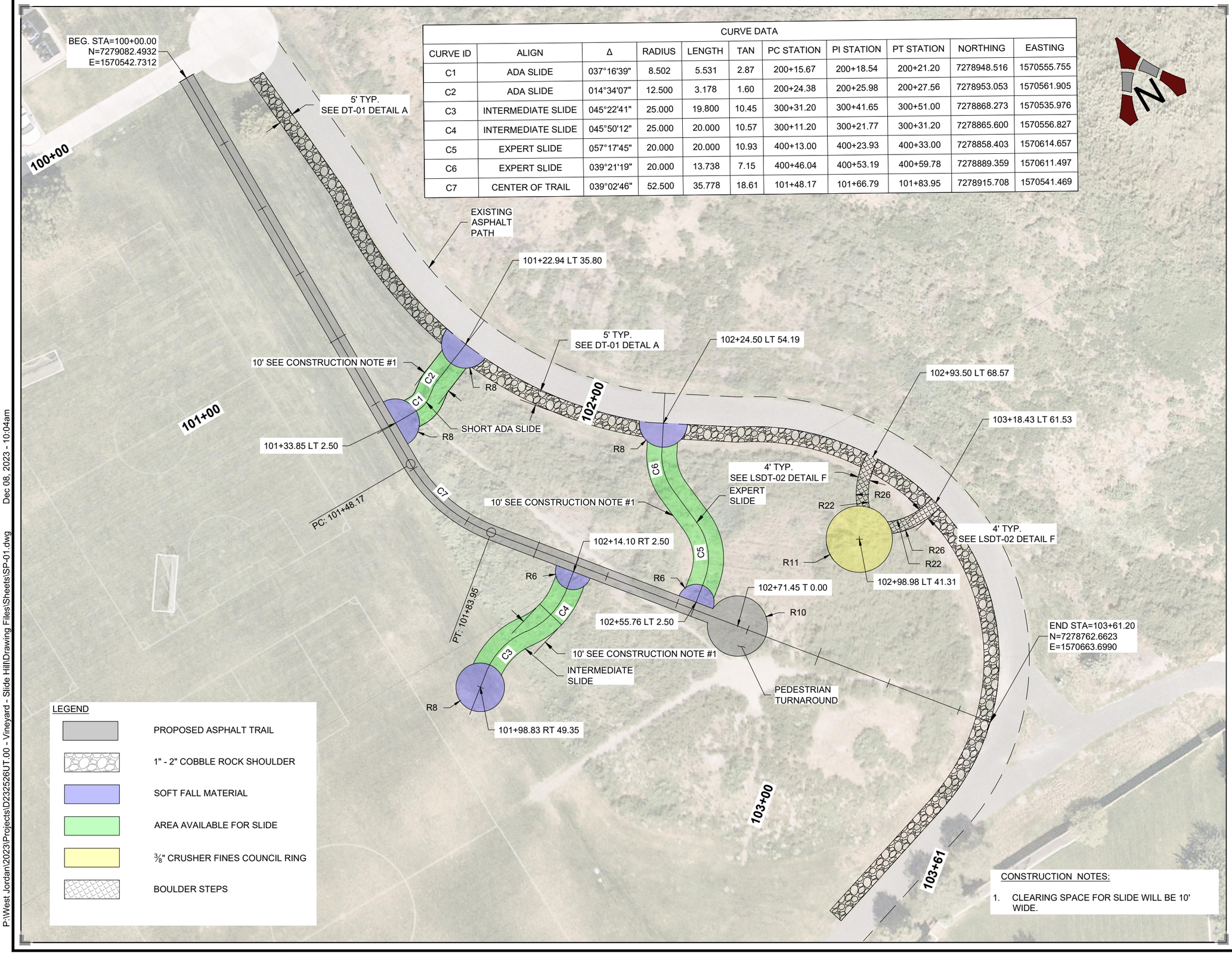
Attachments:
Slide Hill Site Plan

VINEYARD - SLIDE HILL
PRELIMINARY COST ESTIMATE FOR DECEMBER 7, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MOBILIZATION, DEMOLITION, SWPPP, & EARTHWORK					
1	SITE DEMOLITION (CLEARING & GRUBBING, ETC.)	0.6	ACRE	$ 16,022.00	$ 9,613.20
2	CONSTRUCTION STAKING	1	LUMP	$ 5,000.00	$ 5,000.00
3	EROSION CONTROL/SWPPP	1	LUMP	$ 2,500.00	$ 2,500.00
4	EARTHWORK AND GRADING (INCLUDING TRAILS, SLIDES, TURF SLOPE)	27,563	SQUARE FOOT	$ 0.75	$ 20,672.25
				SUB TOTAL	**$ 37,785.45**
SITE HARDSCAPE					
5	UTBC - ASPHALT TRAIL (1,621 FT² @ 4" DEPTH)	20	CUBIC YARDS	$ 55.00	$ 1,100.00
6	HMA ASPHALT TRAIL (1,621 FT² @ 3" DEPTH)	21	TONS	$ 450.00	$ 9,450.00
7	GRANULAR BORROW (1,621 FT² @12" DEPTH)	60	CUBIC YARDS	$ 50.00	$ 3,000.00
8	SOIL IMPORT	197	CUBIC YARDS	$ 33.00	$ 6,501.00
9	EMBANKMENT SLIDES (3)	141	LINEAR FOOT	$ 275.00	$ 38,775.00
10	CRUSHER FINES (310 FT² @ 4" DEPTH)	4	CUBIC YARDS	$ 100.00	$ 400.00
11	1"-2" SOUTH TOWN COBBLE (2,069 FT² @ 4" DEPTH)	2,069	SQUARE FOOT	$ 1.50	$ 3,103.50
12	ACCENT BOULDER	16	EACH	$ 235.00	$ 3,760.00
13	BOULDER STEPS	41	EACH	$ 235.00	$ 9,635.00
14	SOFT FALL SURFACE	617	SQUARE FOOT	$ 10.00	$ 6,170.00
				SUB TOTAL	**$ 81,894.50**
LANDSCAPE & AMENITIES					
15	IRRIGATION (TURF + PLANTING)	27,563	SQUARE FOOT	$ 1.85	$ 50,991.55
16	6-8' EVERGREEN TREE	14	EACH	$ 450.00	$ 6,300.00
17	2" CALIPER DECIDUOUS TREE	13	EACH	$ 420.00	$ 5,460.00
18	5 GAL. SHRUB	100	EACH	$ 48.00	$ 4,800.00
19	1 GAL. SHRUB	68	EACH	$ 25.00	$ 1,700.00
20	NATIVE SEED MIX	0.33	ACRE	$ 1,213.00	$ 400.29
21	TOP SOIL - TURF SOD AREAS (7,078 FT² @ 4" DEPTH)	87	CUBIC YARD	$ 45.00	$ 3,915.00
22	BENCH	6	EACH	$ 300.00	$ 1,800.00
23	TRASH RECEPTICLE	4	EACH	$ 300.00	$ 1,200.00
24	REPAIR EXISTING TURF	4,271	SQUARE FOOT	$ 0.55	$ 2,349.05
25	TURF SOD	7,078	SQUARE FOOT	$ 0.55	$ 3,892.90
				SUB TOTAL	**$ 82,808.79**

ENGINEER'S DISCLAIMER ON THE ENGINEER'S PRELIMINARY CONCEPT ESTIMATE:
This ENGINEER'S estimate is made on the basis of the ENGINEER'S experience and qualifications and represents the ENGINEER'S opinion and best judgement as an experienced and qualified professional generally familiar with the industry. However, since the ENGINEER has no control over the cost, labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary for the ICE as prepared by the ENGINEER. If the OWNER wishes greater assurances as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor.

SITE SUB TOTAL	**$ 202,488.74**
10% MOBILIZATION	$ 20,248.87
15% DESIGN CONTINGENCY	$ 30,373.31
TOTAL	**$ 253,110.93**



CURVE DATA

CURVE ID	ALIGN	Δ	RADIUS	LENGTH	TAN	PC STATION	PI STATION	PT STATION	NORTHING	EASTING
C1	ADA SLIDE	037°16'39"	8.502	5.531	2.87	200+15.67	200+18.54	200+21.20	7278948.516	1570555.755
C2	ADA SLIDE	014°34'07"	12.500	3.178	1.60	200+24.38	200+25.98	200+27.56	7278953.053	1570561.905
C3	INTERMEDIATE SLIDE	045°22'41"	25.000	19.800	10.45	300+31.20	300+41.65	300+51.00	7278868.273	1570535.976
C4	INTERMEDIATE SLIDE	045°50'12"	25.000	20.000	10.57	300+11.20	300+21.77	300+31.20	7278865.600	1570556.827
C5	EXPERT SLIDE	057°17'45"	20.000	20.000	10.93	400+13.00	400+23.93	400+33.00	7278858.403	1570614.657
C6	EXPERT SLIDE	039°21'19"	20.000	13.738	7.15	400+46.04	400+53.19	400+59.78	7278889.359	1570611.497
C7	CENTER OF TRAIL	039°02'46"	52.500	35.778	18.61	101+48.17	101+66.79	101+83.95	7278915.708	1570541.469

OWNER/CLIENT

VINEYARD
STAY CONNECTED

VINEYARD CITY
125 S MAIN STREET
VINEYARD, UTAH, 84059

ENGINEER/LANDSCAPE ARCHITECT

consor

CONSOR ENGINEERS
986 WEST 9000 SOUTH
WEST JORDAN, UTAH, 84088
OFFICE: 801-495-4240
EMAIL: OFFICE@CONSORENG.COM

PROJECT INFORMATION

VINEYARD - SLIDE HILL

SEAL/STAMP OF APPROVAL

NOT FOR CONSTRUCTION

PI:	MJB
PM:	MJN
DRAWN BY:	KB
CHECKED BY:	MJN
PLOT DATE:	December 8, 2023

SUBMISSION 12/8/2023 — PROJECT # D232526UT

NO.	REVISION	DATE
1	----	----
2	----	----
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9	----	----
10	----	----

PLAN INFORMATION

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org
CALL BEFORE YOU DIG.
IT'S FREE AND IT'S THE LAW
811

0 30 60

(11"x17" SHEET)

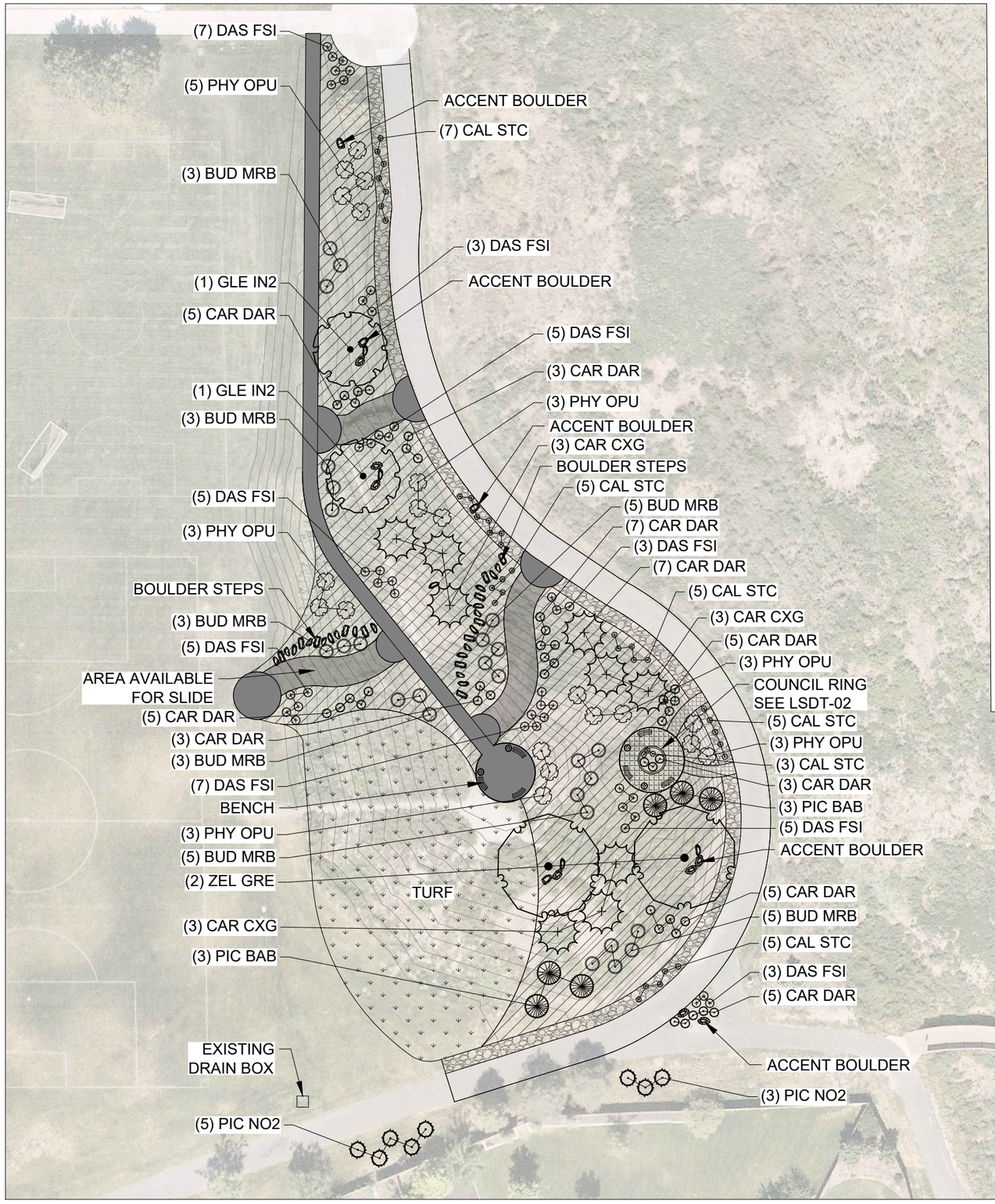
SHEET NAME

SITE PLAN

SHEET NUMBER

SP-01

P:\West Jordan\2023\Projects\D232526UT.00 - Vineyard - Slide Hill\Drawing Files\Sheets\SP-01.dwg Dec 08, 2023 - 10:04am



PLANT SCHEDULE LS-01

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
TREES				
	CAR CXG	9	CARPINUS CAROLINIANA 'UXBRIDGE' / RISING FIRE® AMERICAN HORNBEAM	2" CAL
	GLE IN2	2	GLEDITSIA TRIACANTHOS INERMIS 'SUNCOLE' / SUNBURST® HONEY LOCUST	2" CAL
	PIC NO2	8	PICEA GLAUCA 'NORTH STAR' / NORTH STAR WHITE SPRUCE	6-8` HT
	PIC BAB	6	PICEA PUNGENS GLAUCA 'BABY BLUE EYES' / BABY BLUE EYES COLORADO BLUE SPRUCE	6-8` HT
	ZEL GRE	2	ZELKOVA SERRATA `GREEN VASE` / GREEN VASE JAPANESE ZELKOVA	2" CAL
SHRUBS				
	BUD MRB	27	BUDDLEJA X 'MISS RUBY' / MISS RUBY BUTTERFLY BUSH	1 GAL
	CAL STC	37	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' / KARL FOERSTER FEATHER REED GRASS	5 GAL
	CAR DAR	41	CARYOPTERIS X CLANDONENSIS 'DARK KNIGHT' / DARK KNIGHT BLUEBEARD	1 GAL
	DAS FSI	43	DASIPHORA FRUTICOSA 'GOLD DROP' / GOLD DROP BUSH CINQUEFOIL	5 GAL
	PHY OPU	20	PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD' / DART'S GOLD NINEBARK	5 GAL

REFERENCE NOTES SCHEDULE LS-01

SYMBOL	DESCRIPTION	QTY
	NATIVE SEED MIX	14,451 SF
	TURF SOD	7,078 SF

NATIVE SEED MIX

GRASSES/ FORBS	SEED NO	BOTANICAL NAME	COMMON NAME	NUMBER SEEDS PER POUND	BROADCAST SEED: POUNDS OF PURE LIVE SEED PER ACRE	% OF MIX	SEEDS PER SQ. FT.
G	1	*Pascopyrum smithii*	Western Wheatgrass	110,000	4.50	31%	11
G	2	*Leymus cinereus*	Great Basin Wildrye	130,000	3.75	26%	11
G	3	*Sporabolis airodes*	Alkali Sacaton	1,758,000	0.50	3%	20
G	4	*Elymus trachycaulus ssp. Trachycaulus*	Slender Wheatgrass	159,000	1.50	10%	5
G	5	*Elymus elymoides*	Bottlebrush Squirreltail	192,000	1.50	10%	7
F	6	*Linum lewisii*	Lewis Blue Flax	170,000	2.25	15%	9
F	7	*Sphaeralcea munroana*	Munro Globemallow	500,000	0.75	5%	9
	TOTAL POUNDS OF PURE LIVE SEED PER ACRE				**14.75**	100%	72

OWNER/CLIENT

VINEYARD
STAY CONNECTED

VINEYARD CITY
125 S MAIN STREET
VINEYARD, UTAH, 84059
OFFICE: 801-226-1929
EMAIL: MORGANB@VINEYARDUTAH.ORG

ENGINEER/LANDSCAPE ARCHITECT

consor

CONSOR ENGINEERS
986 WEST 9000 SOUTH
WEST JORDAN, UTAH, 84088
OFFICE: 801-495-4240
EMAIL: OFFICE@CONSORENG.COM

PROJECT INFORMATION

VINEYARD CITY
SLIDE HILL

SEAL/STAMP OF APPROVAL

PI:
PM: MN
DRAWN BY: BS
CHECKED BY: AC
PLOT DATE: 12/7/23

SUBMISSION DATE: 12/7/23
PROJECT #: D232526UT

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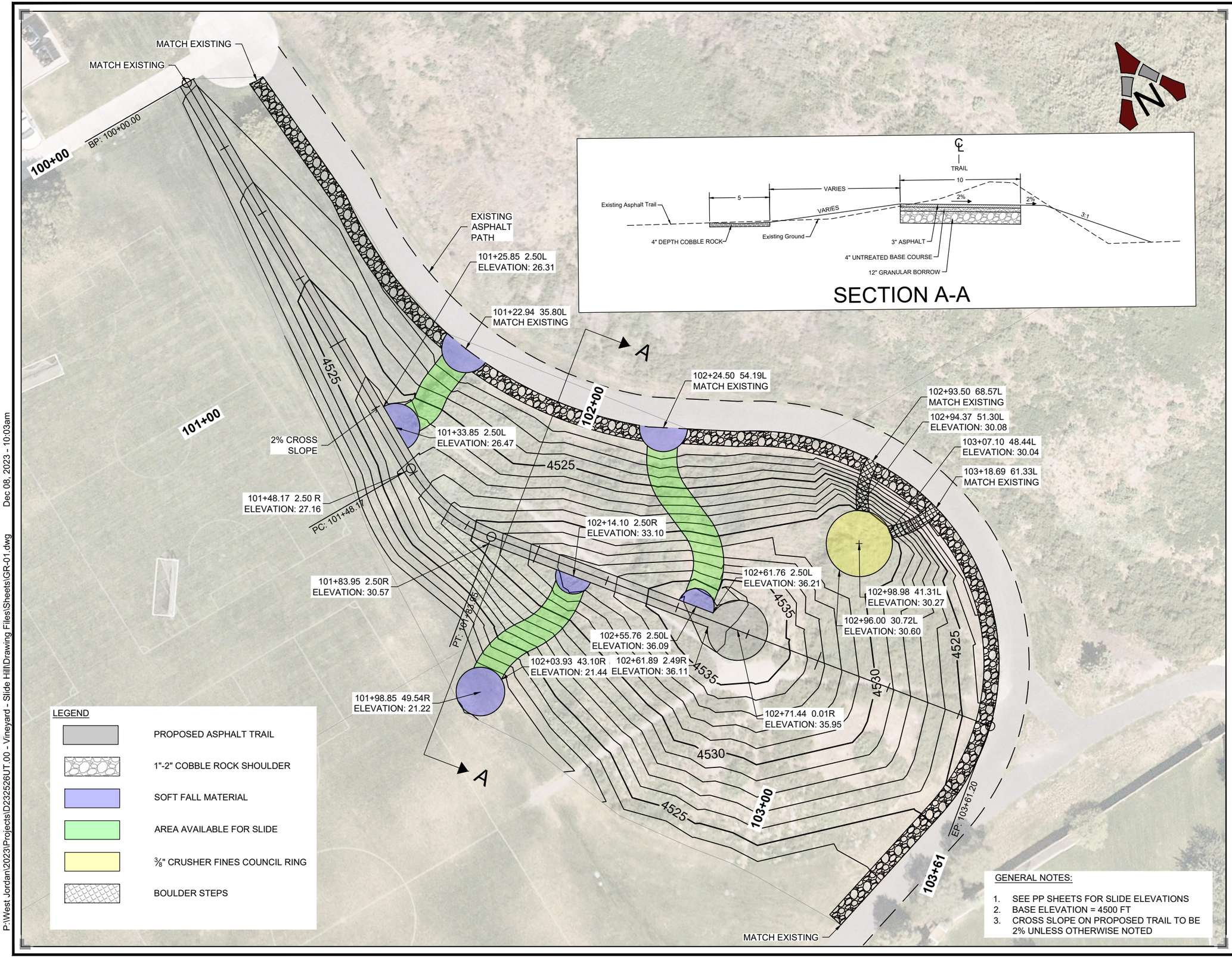
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LANDSCAPE PLAN

SHEET NUMBER

LS-01

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OWNER/CLIENT

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CHECKED BY:	MJN
PLOT DATE:	December 8, 2023

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SHEET NAME

GRADING PLAN

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GR-01

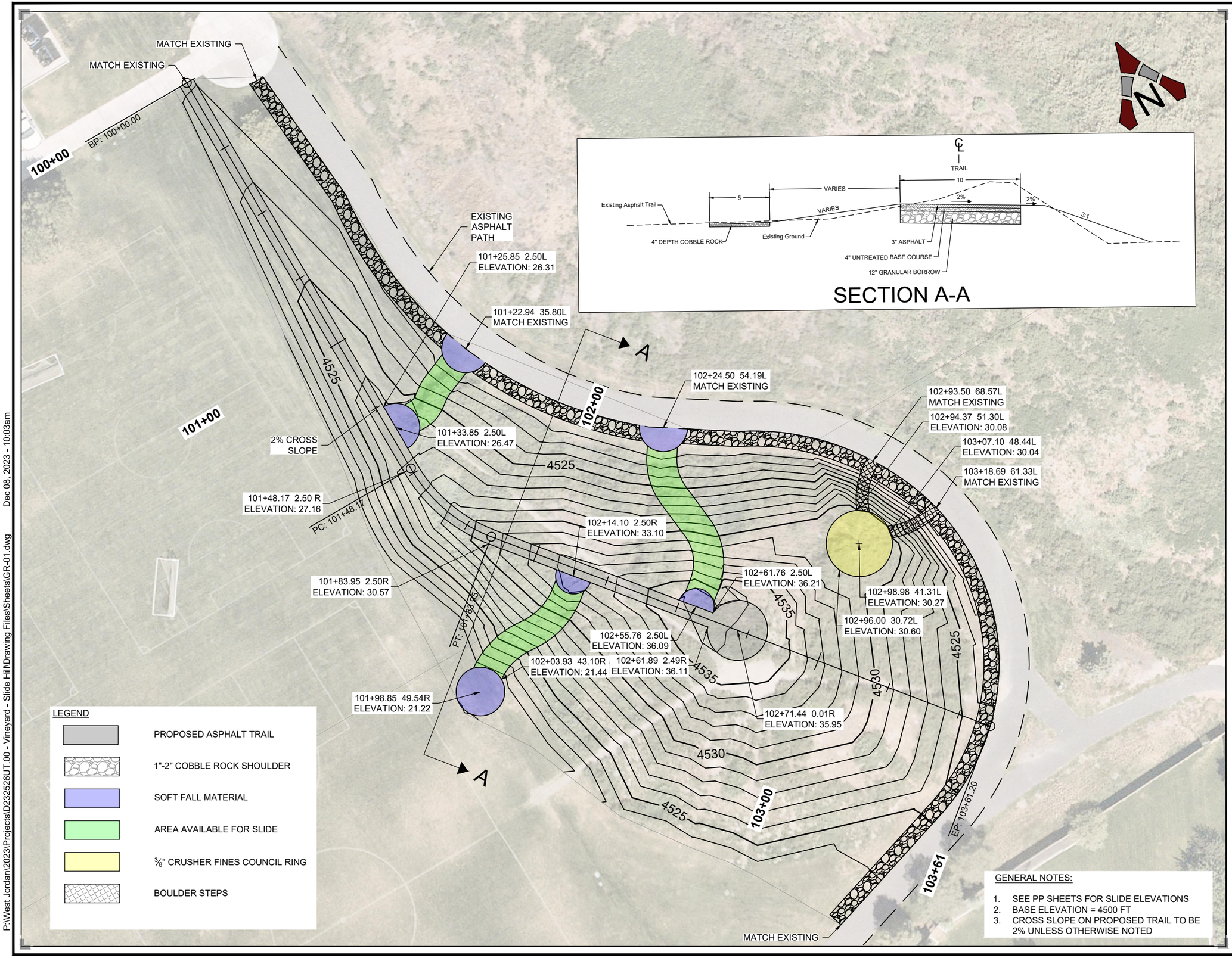
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VINEYARD - SLIDE HILL
PRELIMINARY COST ESTIMATE FOR DECEMBER 7, 2023

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MOBILIZATION, DEMOLITION, SWPPP, & EARTHWORK					
1	SITE DEMOLITION (CLEARING & GRUBBING, ETC.)	0.6	ACRE	$ 16,022.00	$ 9,613.20
2	CONSTRUCTION STAKING	1	LUMP	$ 5,000.00	$ 5,000.00
3	EROSION CONTROL/SWPPP	1	LUMP	$ 2,500.00	$ 2,500.00
4	EARTHWORK AND GRADING (INCLUDING TRAILS, SLIDES, TURF SLOPE)	27,563	SQUARE FOOT	$ 0.75	$ 20,672.25
				SUB TOTAL	**$ 37,785.45**
SITE HARDSCAPE					
5	UTBC - ASPHALT TRAIL (1,621 FT² @ 4" DEPTH)	20	CUBIC YARDS	$ 55.00	$ 1,100.00
6	HMA ASPHALT TRAIL (1,621 FT² @ 3" DEPTH)	21	TONS	$ 450.00	$ 9,450.00
7	GRANULAR BORROW (1,621 FT² @12" DEPTH)	60	CUBIC YARDS	$ 50.00	$ 3,000.00
8	SOIL IMPORT	197	CUBIC YARDS	$ 33.00	$ 6,501.00
9	EMBANKMENT SLIDES (3)	141	LINEAR FOOT	$ 275.00	$ 38,775.00
10	CRUSHER FINES (310 FT² @ 4" DEPTH)	4	CUBIC YARDS	$ 100.00	$ 400.00
11	1"-2" SOUTH TOWN COBBLE (2,069 FT² @ 4" DEPTH)	2,069	SQUARE FOOT	$ 1.50	$ 3,103.50
12	ACCENT BOULDER	16	EACH	$ 235.00	$ 3,760.00
13	BOULDER STEPS	41	EACH	$ 235.00	$ 9,635.00
14	SOFT FALL SURFACE	617	SQUARE FOOT	$ 10.00	$ 6,170.00
				SUB TOTAL	**$ 81,894.50**
LANDSCAPE & AMENITIES					
15	IRRIGATION (TURF + PLANTING)	27,563	SQUARE FOOT	$ 1.85	$ 50,991.55
16	6-8' EVERGREEN TREE	14	EACH	$ 450.00	$ 6,300.00
17	2" CALIPER DECIDUOUS TREE	13	EACH	$ 420.00	$ 5,460.00
18	5 GAL. SHRUB	100	EACH	$ 48.00	$ 4,800.00
19	1 GAL. SHRUB	68	EACH	$ 25.00	$ 1,700.00
20	NATIVE SEED MIX	0.33	ACRE	$ 1,213.00	$ 400.29
21	TOP SOIL - TURF SOD AREAS (7,078 FT² @ 4" DEPTH)	87	CUBIC YARD	$ 45.00	$ 3,915.00
22	BENCH	6	EACH	$ 300.00	$ 1,800.00
23	TRASH RECEPTICLE	4	EACH	$ 300.00	$ 1,200.00
24	REPAIR EXISTING TURF	4,271	SQUARE FOOT	$ 0.55	$ 2,349.05
25	TURF SOD	7,078	SQUARE FOOT	$ 0.55	$ 3,892.90
				SUB TOTAL	**$ 82,808.79**

ENGINEER'S DISCLAIMER ON THE ENGINEER'S PRELIMINARY CONCEPT ESTIMATE:
This ENGINEER'S estimate is made on the basis of the ENGINEER'S experience and qualifications and represents the ENGINEER'S opinion and best judgement as an experienced and qualified professional generally familiar with the industry. However, since the ENGINEER has no control over the cost, labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary for the ICE as prepared by the ENGINEER. If the OWNER wishes greater assurances as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor.

SITE SUB TOTAL	**$ 202,488.74**
10% MOBILIZATION	$ 20,248.87
15% DESIGN CONTINGENCY	$ 30,373.31
TOTAL	**$ 253,110.93**



OWNER/CLIENT

VINEYARD
STAY CONNECTED

VINEYARD CITY
125 S MAIN STREET
VINEYARD, UTAH, 84059

ENGINEER/LANDSCAPE ARCHITECT

consor

CONSOR ENGINEERS
986 WEST 9000 SOUTH
WEST JORDAN, UTAH, 84088
OFFICE: 801-495-4240
EMAIL: OFFICE@CONSORENG.COM

PROJECT INFORMATION

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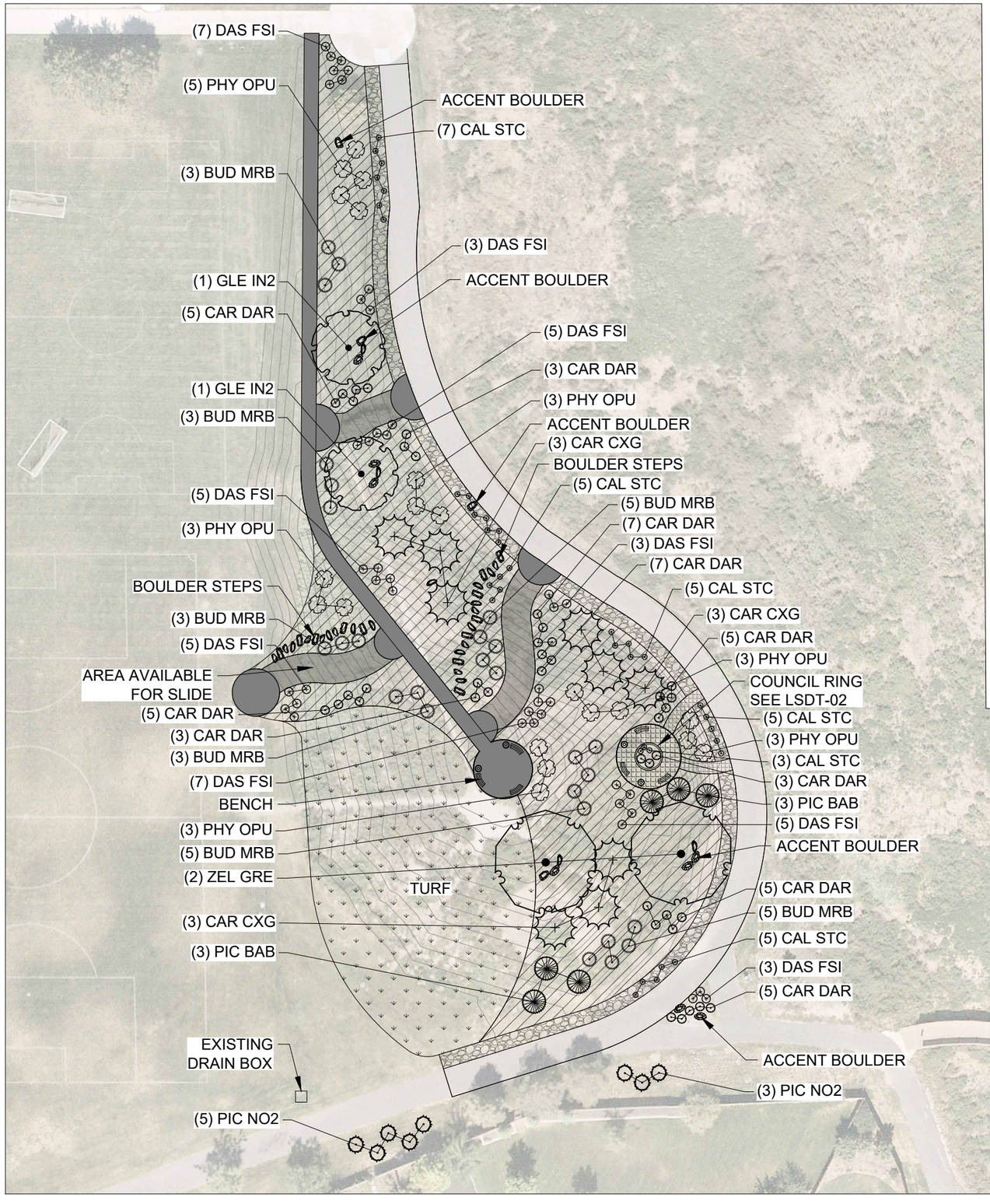
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PLANT SCHEDULE LS-01

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
TREES				
	CAR CXG	9	CARPINUS CAROLINIANA 'UXBRIDGE' / RISING FIRE® AMERICAN HORNBEAM	2" CAL
	GLE IN2	2	GLEDITSIA TRIACANTHOS INERMIS 'SUNCOLE' / SUNBURST® HONEY LOCUST	2" CAL
	PIC NO2	8	PICEA GLAUCA 'NORTH STAR' / NORTH STAR WHITE SPRUCE	6-8` HT
	PIC BAB	6	PICEA PUNGENS GLAUCA 'BABY BLUE EYES' / BABY BLUE EYES COLORADO BLUE SPRUCE	6-8` HT
	ZEL GRE	2	ZELKOVA SERRATA `GREEN VASE` / GREEN VASE JAPANESE ZELKOVA	2" CAL
SHRUBS				
	BUD MRB	27	BUDDLEJA X 'MISS RUBY' / MISS RUBY BUTTERFLY BUSH	1 GAL
	CAL STC	37	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' / KARL FOERSTER FEATHER REED GRASS	5 GAL
	CAR DAR	41	CARYOPTERIS X CLANDONENSIS 'DARK KNIGHT' / DARK KNIGHT BLUEBEARD	1 GAL
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SYMBOL	DESCRIPTION	QTY
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	TURF SOD	7,078 SF

NATIVE SEED MIX

GRASSES/ FORBS	SEED NO	SEED NAME: BOTANICAL NAME	SEED NAME: COMMON NAME	NUMBER SEEDS PER POUND	BROADCAST SEED: POUNDS OF PURE LIVE SEED PER ACRE	BROADCAST SEED: % OF MIX	BROADCAST SEED: SEEDS PER SQ. FT.
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G	2	*Leymus cinereus*	Great Basin Wildrye	130,000	3.75	26%	11
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G	5	*Elymus elymoides*	Bottlebrush Squirreltail	192,000	1.50	10%	7
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	TOTAL POUNDS OF PURE LIVE SEED PER ACRE				**14.75**	100%	72

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VINEYARD CITY
SLIDE HILL

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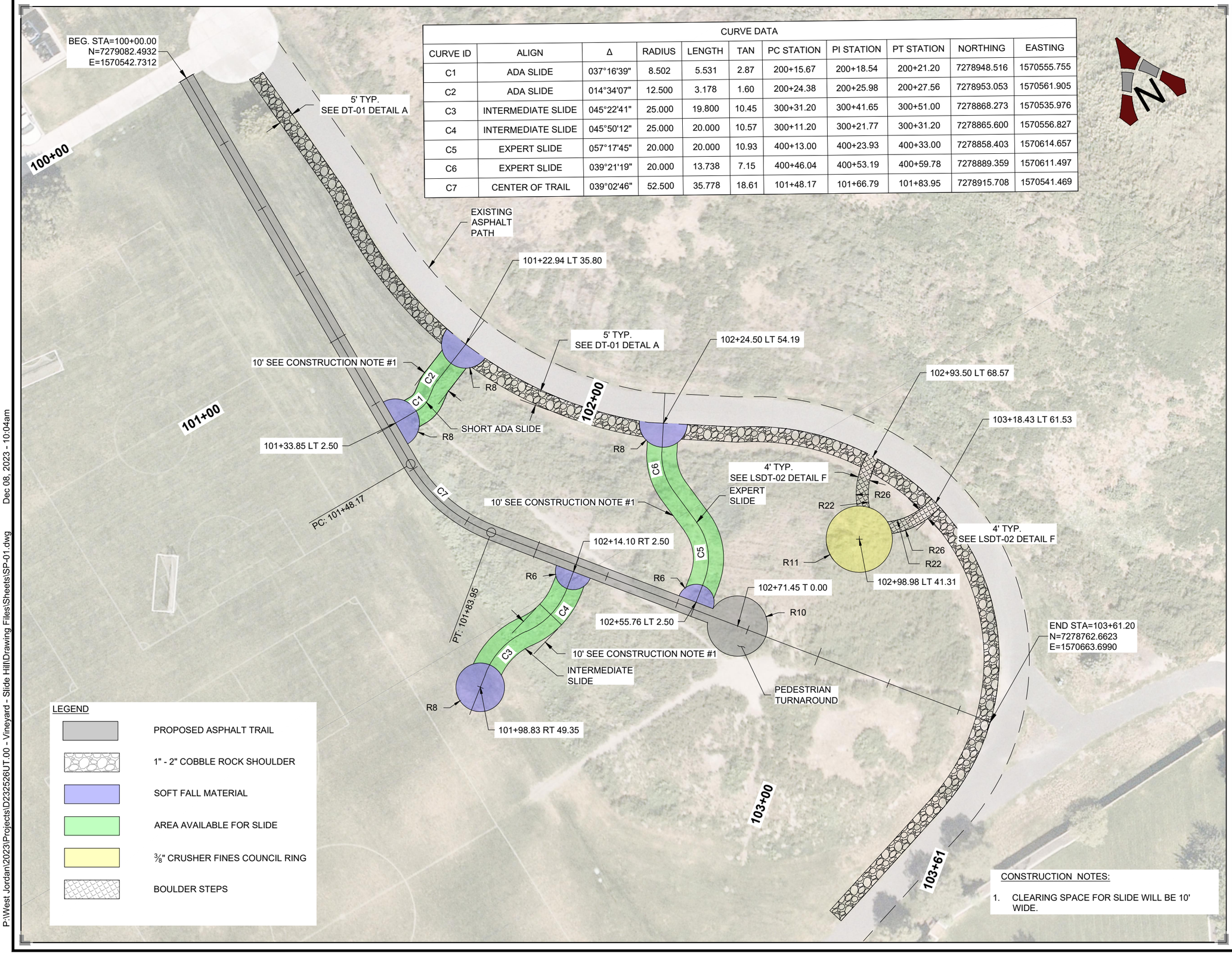
SHEET NAME

LANDSCAPE PLAN

SHEET NUMBER

LS-01

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CURVE DATA

CURVE ID	ALIGN	Δ	RADIUS	LENGTH	TAN	PC STATION	PI STATION	PT STATION	NORTHING	EASTING
C1	ADA SLIDE	037°16'39"	8.502	5.531	2.87	200+15.67	200+18.54	200+21.20	7278948.516	1570555.755
C2	ADA SLIDE	014°34'07"	12.500	3.178	1.60	200+24.38	200+25.98	200+27.56	7278953.053	1570561.905
C3	INTERMEDIATE SLIDE	045°22'41"	25.000	19.800	10.45	300+31.20	300+41.65	300+51.00	7278868.273	1570535.976
C4	INTERMEDIATE SLIDE	045°50'12"	25.000	20.000	10.57	300+11.20	300+21.77	300+31.20	7278865.600	1570556.827
C5	EXPERT SLIDE	057°17'45"	20.000	20.000	10.93	400+13.00	400+23.93	400+33.00	7278858.403	1570614.657
C6	EXPERT SLIDE	039°21'19"	20.000	13.738	7.15	400+46.04	400+53.19	400+59.78	7278889.359	1570611.497
C7	CENTER OF TRAIL	039°02'46"	52.500	35.778	18.61	101+48.17	101+66.79	101+83.95	7278915.708	1570541.469

OWNER/CLIENT

VINEYARD
STAY CONNECTED

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PROJECT INFORMATION

VINEYARD - SLIDE HILL

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SHEET NAME

SITE PLAN

SHEET NUMBER

SP-01

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VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: 6.4 Slide Hill (Grove Park) Construction Contract

Department: Parks and Recreation

Presenter: Brian Vawdrey, Parks and Recreation Director

Background/Discussion:

During the Central Corridor Open Space master planning process, the City Council directed staff to move forward with the redesign of the hill in Grove Park known as Slide Hill. Designs are complete and Staff is asking for approval to allow the City Manager to enter a contract for the construction of Slide Hill within the constraints of the approved budget.

Fiscal Impact:

The Council budgeted up to $269,500 (remainder of the initial $300k – design costs) for construction of the Slide Hill project. The City will seek a contract with a third party within the remaining budget.

Recommendation:

Staff recommends the City Council authorize the City Manager to sign an agreement with a third party to complete the construction of Slide Hill.

Sample Motion:

"Motion to authorize the City Manager to sign a contract with a third party to implement the Slide Hill project as designed."

Attachments:
Resolution 2023-57
Slide Hill Site Plan

RESOLUTION NO. 2023-57

A RESOLUTION OF THE VINEYARD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE CONSTRUCTION OF SLIDE HILL AT GROVE PARK

WHEREAS, the Vineyard City Council previously entered into an agreement with Consor Engineers to design Slide Hill at Grove Park, and such work has been completed; and

WHEREAS, the Vineyard City Council desires for the construction of the Slide Hill at Grove Park to begin; and

WHEREAS, the Vineyard City Council desires to authorize the City Manager to obtain and enter into a contract with a third party for the construction of the Slide Hill at Grove Park as long as the amount is within the remaining approved budget, up to $269,500.00;

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

Section 1. Approval. The City Council of the City of Vineyard, Utah, hereby authorizes the city manager to engage in a public procurement process, select a vendor, and enter into an agreement for and on behalf of the City with a third party for the construction of Slide Hill at Grove Park as long as the amount is within the remaining approved budget, up to $269,500.00 and the contract is reviewed and approved by the City Attorney.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

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

Passed and dated this 13th day of December 2023.

_____
Julie Fullmer, Mayor

Attest:

_____
Heidi Jackman, Deputy Recorder

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: 6.5 Proposal for Streetlights Installation on Center Street & Main

Street **Department:** Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion: The installation of approximately 19 streetlights along the Center Street and Main Street corridors, considering previously planned locations with existing pedestals and conduits laid over 4 years ago. The designated locations are outlined in the attached map. Due to the extended duration of conduits in the ground, there is a possibility that they may need replacement for optimal performance.

Additionally, I have included a cost breakdown for replacing light poles from Holdaway Road to Main & Center and from Main & Center to the South end of Main St. The total cost for lights along these sections would be $161,196.58, assuming conduit replacement is necessary. If not, the price would be more economical.

The proposal involves engaging our current Vineyard City streetlights contractor, who is well acquainted with our infrastructure. The estimate is an "up to" cost, accounting for potential conduit replacement to minimize unforeseen expenses. I recommend approving the installation of these streetlights and authorizing the contractor to proceed, pending City Council approval. The project aligns with our commitment to enhancing public safety and infrastructure. Your favorable consideration of this comprehensive proposal is appreciated.

Benefits of the Mutual Aid Interlocal Agreement:

- **Enhanced Safety:** Streetlights improve visibility, reduce accidents, deter criminal activities, and promote a safer community.
- **Crime Prevention:** Well-lit areas discourage criminal behavior, fostering a secure environment and increasing public confidence.
- **Improved Visibility**: Streetlights aid navigation, reducing traffic congestion, enhancing driver awareness, and supporting effective traffic management.
- **Community Well-Being:** Well-lit streets create inviting spaces, promoting community engagement, outdoor activities, and a positive atmosphere.
- **Property Value Boost:** Adequate lighting enhances neighborhood aesthetics, positively impacting property values and desirability.
- **Emergency Response:** Clear routes due to streetlights facilitate quicker emergency responses, enhancing overall public safety.

- **Improved Quality of Life:** Overall, added streetlights create safer, more accessible, and aesthetically pleasing public spaces, enhancing residents' quality of life.

Fiscal Impact: $161,196.58, approved in current budget year.

Recommendation: Staff recommends approving the proposal to install streetlights along Center Street & and Main Street.

Sample Motion: "I move to approve the proposal for installing approximately 19 streetlights along the Center Street and Main Street corridors, including the associated cost estimates and authorization for the current Vineyard City streetlights contractor to proceed with the project.

Attachments:

1. Main Steet & Center Street Empty Streetlight Map
2. Email from Streetlight contractor to Vineyard City regarding scope and price.


Streetlight bases with missing light poles.
Center St.
Main St.

Fw: Bid request for additional lights installed

Christopher Thomas <christ@vineyardutah.org>

Thu 11/16/2023 2:32 PM

To:Naseem Ghandour <naseemg@vineyardutah.org>

Naseem,

Here is the cost to replace light poles from Holdaway road to Main & Center and Main & Center to South end of Main St.

So, the total cost of lights from Vineyard Rd. to Main & Center and From Main & Center to South end of Main St. would be $161,196.58 assuming we need to replace conduit, if not then price would be cheaper.

Let me know how you would like to proceed?

Regards,

VINEYARD
STAY CONNECTED

Chris Thomas
Streets & Stormwater Manager | Vineyard

p: 801.226.1929
M: 801.420.2979
a: 125 S. Main Street.
w: vineyard.utah.gov

From: Wade Long <wlong@blackandmcdonald.com>
Sent: Thursday, November 16, 2023 11:12 AM
To: Christopher Thomas <christ@vineyardutah.org>
Cc: Melissa Kennedy <mekennedy@blackandmcdonald.com>
Subject: RE: Bid request for additional lights installed

Hi Chris this extra cost to install the remaining poles is $84,141.58. this is under the assumption we may need to replace conduits. Costs most likely will be less with being able to reuse conduits but won't know until we can blow them out and check for any damages.

WADE LONG | Streetlight Foreman
Black & McDonald Limited
Tel: (801) 934-3914 | Cell: (801) 381-9654
1106 S Legacy View St, Salt Lake City, UT 84104

Note: The health and safety of our people, clients and visitors is our top priority. We kindly ask that you do not come into our offices if you are experiencing flu-like symptoms. Thank you for your understanding and cooperation.

Remarque : La santé et la sécurité de nos employés, de nos clients et de nos visiteurs sont notre priorité absolue. Nous vous prions de ne pas vous présenter dans nos bureaux si vous présentez des symptômes pseudo-grippaux. Merci de votre compréhension et de votre cooperation.

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From: Christopher Thomas <christ@vineyardutah.org>
Sent: Tuesday, October 31, 2023 12:03 PM
To: Wade Long <wlong@blackandmcdonald.com>
Cc: Melissa Kennedy <mekennedy@blackandmcdonald.com>
Subject: [WARNING: ATTACHMENT UNSCANNED]Bid request for additional lights installed

ATTENTION: EXTERNAL/EXTERNE MESSAGE: This email originated from outside of Black & McDonald. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Good day Wade,

Naseem has asked me to get a price to install additional lights on missing bases from Holdaway Rd & Center St. to Main St. and Center & Main St to the south end of Main. I have included a map for reference (attached). I had my guys count the bases and there appears to be 13 that need lights installed. Just include the cost for wires and conduit so we know the worst-case scenario, and if we decide to do it, we'll make adjustments if there is less work than what was bid.

Thanks,

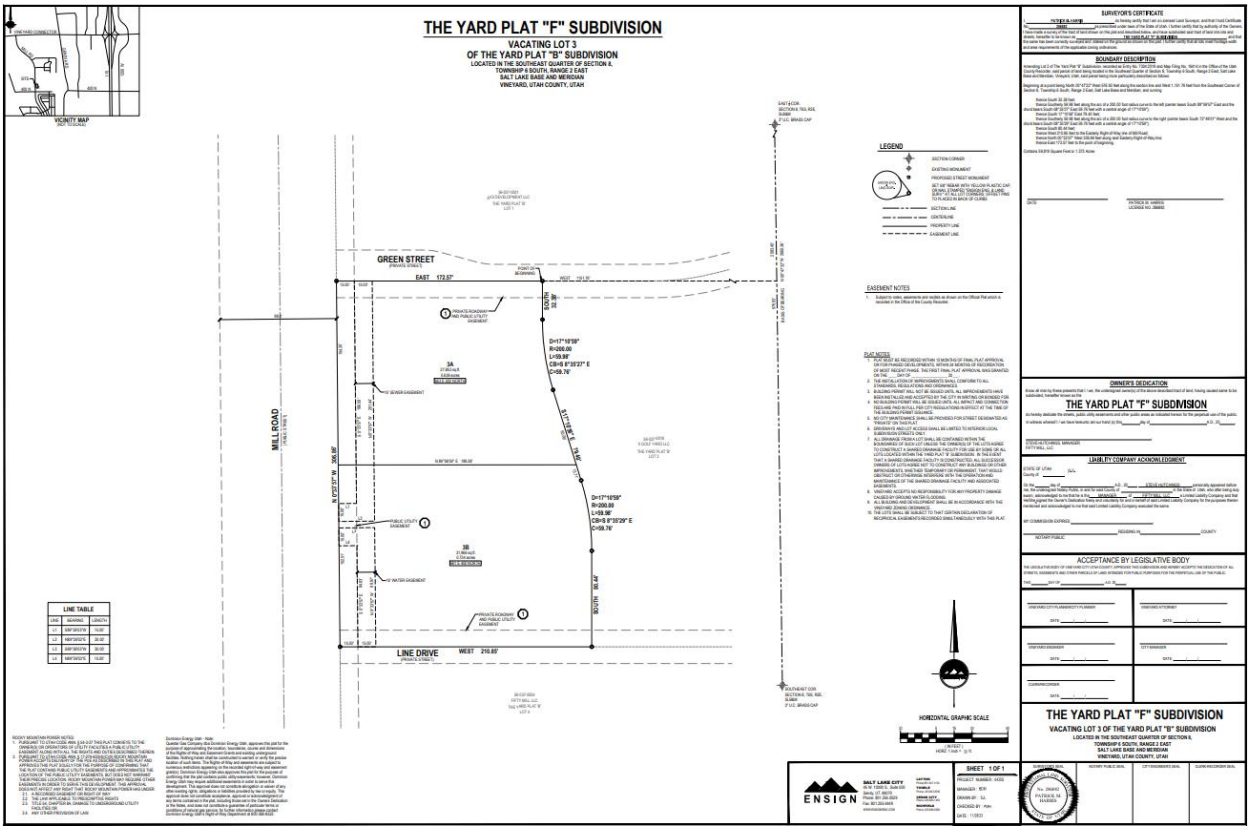
VINEYARD
STAY CONNECTED

Chris Thomas
Streets & Stormwater Manager | Vineyard

p: 801.226.1929
M: 801.420.2979
a: 125 S. Main Street.
w: vineyard.utah.gov

VINEYARD CITY COUNCIL STAFF REPORT

Date: December 13, 2023
From: Community Development Department
To: City Council
Item: 6.6 The Yard Plat "F" Subdivision (Final Plat Amendment
Owner: Application) X Development



INTRODUCTION:
The applicant is requesting a final plat amendment approval. The subject properties are within the Regional Mixed Use (RMU) district and contain approximately 1.37 acres of land. The subject property would be composed of two (2) unique lots. This plat amendment will adjust current property lines between buildings Q and R.

Staff has reviewed this plat and provided comments back to the applicant. It meets the requirements set forth in the Subdivision Code. Prior to recording the plat, the applicant will need to meet all city and county plat requirements. A condition has been added to ensure compliance below.

RECOMMENDATION:
Staff is recommending approval of the final plat amendment for The Yard Plat "F" Subdivision with the following conditions:

1. The applicant pays any outstanding fees.
2. The applicant makes any redline corrections prior to the recordation of the plat.
3. All city and county requirements will need to be met prior to recordation of the plat.

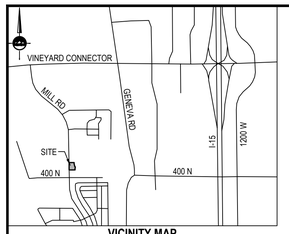
PROPOSED CITY COUNCIL MOTION:
"I move to approve The Yard Plat "F" Subdivision final plat amendment with the conditions as proposed."

ATTACHMENTS:
The Yard Plat "F" Subdivision

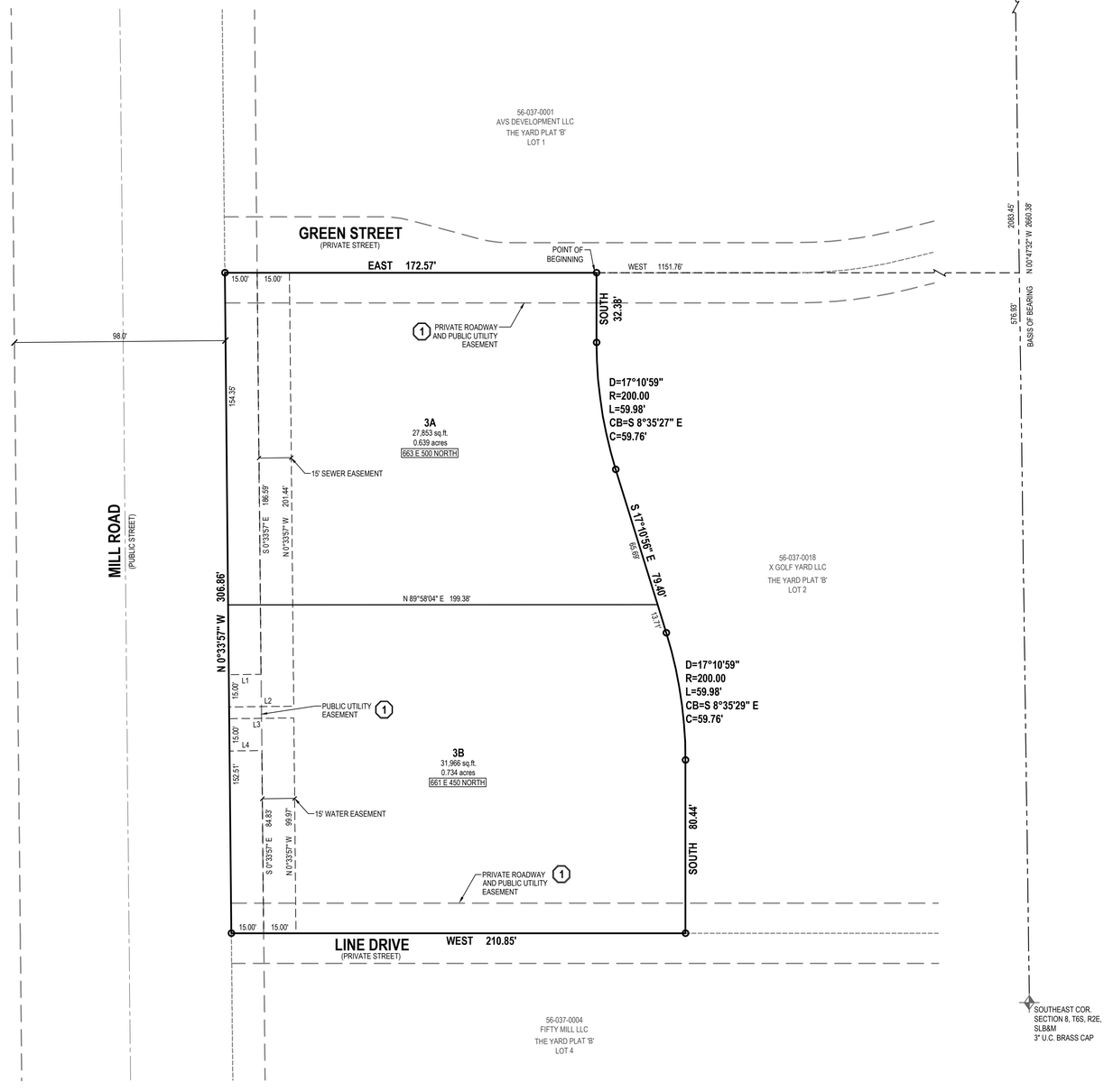
THE YARD PLAT "F" SUBDIVISION

VACATING LOT 3
OF THE YARD PLAT "B" SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN
VINEYARD, UTAH COUNTY, UTAH



VICINITY MAP
(NOT TO SCALE)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°26'03"W	15.00'
L2	N89°26'03"E	30.00'
L3	S89°26'03"W	30.00'
L4	N89°26'03"E	15.00'

LEGEND

- SECTION CORNER
- EXISTING MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." AT ALL LOT CORNERS; OFFSET PINS TO PLACED IN BACK OF CURBS (ENSIGN ENG. LAND SURV.)
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE

EASEMENT NOTES

1. Subject to notes, easements and recitals as shown on the Official Plat which is recorded in the Office of the County Recorder.

PLAT NOTES

1. PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL PLAT APPROVAL OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE ____ DAY OF _____, 20__.
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL STANDARDS, REGULATIONS AND ORDINANCES.
3. BUILDING PERMIT WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
4. NO BUILDING PERMIT WILL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IN EFFECT AT THE TIME OF THE BUILDING PERMIT ISSUANCE.
5. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREET DESIGNATED AS "PRIVATE" ON THIS PLAT.
6. DRIVEWAYS AND LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
7. ALL DRAINAGE FROM A LOT SHALL BE CONTAINED WITHIN THE BOUNDARIES OF SUCH LOT UNLESS THE OWNER(S) OF THE LOTS AGREE TO CONSTRUCT A SHARED DRAINAGE FACILITY FOR USE BY SOME OR ALL LOTS LOCATED WITHIN THE YARD PLAT "B" SUBDIVISION. IN THE EVENT THAT A SHARED DRAINAGE FACILITY IS CONSTRUCTED, ALL SUCCESSOR OWNERS OF LOTS AGREE NOT TO CONSTRUCT ANY BUILDINGS OR OTHER IMPROVEMENTS, WHETHER TEMPORARY OR PERMANENT, THAT WOULD OBSTRUCT OR OTHERWISE INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE SHARED DRAINAGE FACILITY AND ASSOCIATED EASEMENTS.
8. VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
9. ALL BUILDING AND DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE VINEYARD ZONING ORDINANCE.
10. THE LOTS SHALL BE SUBJECT TO THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS RECORDED SIMULTANEOUSLY WITH THIS PLAT.



HORIZONTAL GRAPHIC SCALE

30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 ft.

ROCKY MOUNTAIN POWER NOTES:
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   - 2.1. A RECORDED EASEMENT OR RIGHT-OF WAY
   - 2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
   - 2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
   - 2.4. ANY OTHER PROVISION OF LAW.

Dominion Energy Utah - Note:
Questar Gas Company dba Dominion Energy Utah, approves this plat for the purpose of approximating the location, boundaries, course and dimensions of the Rights-of-Way and Easement Grants and existing underground facilities. Nothing herein shall be constructed to warrant or verify the precise location of such items. The Rights-of-Way and easements are subject to numerous restrictions appearing on the recorded right-of-way and easement grant(s). Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. for further information please contact Dominion Energy Utah's Right-of-Way Department at 800-366-8532.

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as THE YARD PLAT "F" SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Amending Lot 3 of The Yard Plat "B" Subdivision, recorded as Entry No. 7304:2019 and Map Filing No. 16414 in the Office of the Utah County Recorder, said parcel of land being located in the Southeast Quarter of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard, Utah, said parcel being more particularly described as follows:

Beginning at a point being North 00°47'32" West 576.93 feet along the section line and West 1,151.76 feet from the Southeast Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running

thence South 32.38 feet;
thence Southerly 59.98 feet along the arc of a 200.00 foot radius curve to the left (center bears South 89°59'57" East and the chord bears South 08°35'27" East 59.76 feet with a central angle of 17°10'59");
thence South 17°10'56" East 79.40 feet;
thence Southerly 59.98 feet along the arc of a 200.00 foot radius curve to the right (center bears South 72°49'01" West and the chord bears South 08°35'29" East 59.76 feet with a central angle of 17°10'59");
thence South 80.44 feet;
thence West 210.85 feet to the Easterly Right-of-Way line of Mill Road;
thence North 00°33'57" West 306.86 feet along said Easterly Right-of-Way line;
thence East 172.57 feet to the point of beginning.

Contains 59,819 Square Feet or 1.373 Acres

DATE

PATRICK M. HARRIS
LICENSE NO. 286882

OWNER'S DEDICATION

Know all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

THE YARD PLAT "F" SUBDIVISION

do hereby dedicate the streets, public utility easements and other public areas as indicated hereon for the perpetual use of the public.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20_____.

STEVE HUTCHINGS, MANAGER
FIFTY MILL, LLC

LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of _____)

On the _____ day of _____ A.D., 20____, STEVE HUTCHINGS, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that he is the MANAGER, of FIFTY MILL, LLC a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES: _____.

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE LEGISLATIVE BODY OF VINEYARD CITY UTAH COUNTY, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____, A.D. 20____.

VINEYARD CITY PLANNER/CITY PLANNER DATE: ____/____/____	VINEYARD ATTORNEY DATE: ____/____/____
VINEYARD ENGINEER DATE: ____/____/____	CITY MANAGER DATE: ____/____/____
CLERK/RECORDER DATE: ____/____/____	

THE YARD PLAT "F" SUBDIVISION

VACATING LOT 3 OF THE YARD PLAT "B" SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN
VINEYARD, UTAH COUNTY, UTAH

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON Phone:801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

SHEET 1 OF 1
PROJECT NUMBER : 6435S
MANAGER : BDM
DRAWN BY : SJL
CHECKED BY : PMH
DATE : 11/28/23

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 286882 PATRICK M. HARRIS STATE OF UTAH			

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: Economic Strategy Contract Extensions

Department: Planning

Presenter: Community Development Director Morgan Brim

Background/Discussion: Per the city council retreat directive, the City Council's commitment to the success of Vineyard's Economic Development Strategy included varying contracts and planning to create a comprehensive overview of the economy, setting policy direction for economic growth, and identifying strategies, programs, and projects to improve the economy.

As part of the city's commitment to develop a diversified economy, support industry, increase its sales tax revenue, drive a talent pipeline, and plan further out into the future on projects and goals, council approval is needed for the extension and immediate remittance of funds of contracts included in this goal, which would allow the city manager and /or Mayor to negotiate, sign and expend the annual funds needed for an extended 2-year contract and reserve space according to the annual amount that was agreed upon for these entities and events; EDCUtah, WTC, UADA, ICSC, and the Utah Valley Chamber.

Separately, these contracts don't reach the purchasing threshold for council approval or have been approved already; however, because they are combined with an annual obligation of more than $25,000, they are being brought forward for council approval.

Fiscal Impact: Annually agreed upon contracted costs or entry costs, according to what is allotted in the budget.

The appropriation of funding at the 2023-2024 final budget approval, and the amendments at the Dec 13th City Council and subsequent discussions, the city manager's signature on the contract and invoice ratify the approval of the agreement for these entities for their agreed-upon packages.

Recommendation:

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Sample Motion:
"I move to adopt…"

Attachments:

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13. 2023

Agenda Item: 6.9 Approval of Vineyard City Seal

Department: Recorder

Presenter: Heidi Jackman

Background/Discussion:
The Records Department presents an updated seal for the consideration and adoption by the Vineyard City Council.

Recommendation: Staff recommends the adoption (approval) of a new seal

Sample Motion:
"I move to adopt the presented seal as an official city seal for the City of Vineyard"

Attachments:
1. Exhibit A
2. Resolution 2023-52

RESOLUTION 2023-52

RESOLUTION OF THE CITY COUNCIL OF VINEYARD UTAH, ADOPTING A NEW CITY SEAL

WHEREAS, The Vineyard City wishes to adopt a new City Seal; and

WHEREAS, The City has determined that is in the best interest of the city that an official seal be adopted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Vineyard, Utah:

Section 1 The City Council hereby adopts a new city seal as shown in exhibit A.

Section 2. The City Seal may not be used without the express written consent of the City.

Section 3. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

Section 4. This resolution shall take effect upon passage.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 13th day of December 2023.

APPROVED:

_____
Julie Fullmer, Mayor

ATTEST:

_____
Heidi Jackman, Deputy Recorder

DRAFT

VINEYARD

ORDINANCE NO. 2023-32

AN ORDINANCE OF THE CITY COUNCIL OF VINEYARD CITY ADOPTING AND AMENDING SECTIONS OF THE MUNICIPAL CODE RELATING TO THE APPOINTMENT AND REMOVAL OF CITY OFFICERS

WHEREAS, the Vineyard City Council has reviewed provisions of the current City Code relating to the appointment and removal of City officers and finds that public interest will be served by updating the City Code; and

WHEREAS, the City Council has held a public hearing on the proposed adoption and amendments and now desires to accept the proposed changes to City Code;

NOW, THEREFORE, be it ordained by the City Council of Vineyard, Utah, as follows:

SECTION 1: ADOPTION "2.04" of the Vineyard Municipal Code is hereby *adopted* as follows:

Section 2.04 Appointed Officers & Employees

2.04.010 Offices Created; Administrative Provisions

A. Offices Created: The offices of city recorder, finance director, city treasurer, city attorney, and city engineer are created and established consistent with the requirements and authority established by the Utah Municipal Code.

B. Appointment: The mayor, with the advice and consent of the city council, shall appoint a qualified person to fill each of the offices listed in subsection A, above.

C. Powers, Duties, and Control: Those persons appointed to the offices listed in subsection A, above, shall be granted all of the powers, duties, and functions established in the Utah Municipal Code for their individual office, subject to the control and policies of the governing body.

D. Term of Office: The persons appointed to the offices listed in subsection A, above, shall serve at the pleasure of the mayor and the city council and may be removed at any time, with or without cause by the affirmative vote of:

1. the mayor and a majority of the city council; or

2. all council members except the mayor.

E. Compensation: The salary or compensation of a person serving in any of the offices listed in subsection A, above, shall be established by the governing body in accordance with Utah law.

SECTION 2: AMENDMENT. "2.08.010" of the Vineyard Municipal Code is hereby *amended* as follows:

Section 2.08 City Manager

2.08.010 Office Created; Administration Provisions

A. Office Created: The office of the city manager, which shall be known as "city manager", is created and established pursuant to Utah code section 10-3b-403. The city manager shall be referred to as the city manager or the chief administrative officer.

B. Control: The powers, duties and functions of the office of city manager shall be subject to the control and policies of the governing body which is defined in state law as being the mayor and council as a group.

C. Appointment: The ~~governing body~~ mayor, with the advice and consent of the city council, shall appoint the city manager, who shall be appointed on the basis of experience, and administrative and executive abilities and qualifications.

D. Bond: Before taking office, the city manager shall furnish a fidelity bond, at the expense of the city, in the amount of sixty thousand dollars ($60,000.00), conditioned upon the faithful performance of his or her duties, with a corporation licensed to do business in this state as a surety. Such bond shall be filed with the city recorder after being approved by the governing body.

E. Term of Office: The city manager shall serve at the pleasure of the ~~governing body~~ mayor and the city council and may be removed at any time, with or without cause by the affirmative vote of the mayor and a majority of the city council, or all council members except the mayor.~~, by a majority vote of the governing body, subject, however, to the provisions of the next succeeding subsections:~~

~~1. Notice: In the case of removal by the governing body without cause, the city manager shall be furnished with a fourteen (14) days' written notice before the effective date of removal. In the case of removal by the governing body for cause, the governing body may effect removal of the city manager immediately upon notice to the city manager.~~

F. Discretion of Governing Body: In removing the city manager, the governing body may use its discretion and its action shall be final and shall not depend upon any particular showing or degree of proof.

G. Employment Agreement: Nothing in this chapter shall be construed as a limitation on the power or authority of the governing body to enter into any supplemental agreement with

the city manager with additional terms and conditions of employment not inconsistent with any provisions of this chapter.

H. Salary: The salary and other compensation of the city manager shall be established by the governing body in accordance with Utah law.

I. Office and Time Spent: The city manager shall maintain an office in the city hall and shall spend such time in the performance of the duties of city manager as is necessary or may be required from time to time by the governing body. The City manager shall be an exempt employee for purposes of the fair labor standards act and shall not be entitled to overtime pay unless specifically agreed to by the governing body. The city manager shall not accept any outside employment in addition to employment by the city without prior approval of the governing body.

J. Residence: The city manager need not be a resident of the city at the time of the city manager's appointment or thereafter.

SECTION 3: AMENDMENT. "2.08.020" Paragraph 7 of the Vineyard Municipal Code is hereby *amended* as follows:

7. Except as otherwise provided, be responsible for the overall personnel management function; implement city personnel ordinances, rules, and regulations that have been adopted, approved, or revised by the governing body; coordinate personnel ordinances and rules and regulations adopted by the governing body; coordinate personnel functions with management employees such as recruitment, selection, and appointment; have authority to appoint and remove any employees of the city~~,~~ except the city recorder, ~~the~~ city treasurer, finance director, city attorney, city planner, or city engineer, who shall be appointed or removed according to the provisions of section 2.04.010 of this municipal code, or employees in the mayor's office (communications director, executive assistant communication staff) who shall be appointed, hired, removed, or terminated by the mayor directly~~by the mayor or by a majority vote of the governing body and the city attorney who shall be appointed, removed, or terminated by a majority vote of the governing body~~; serve as a step in the appeals process available to employees with grievances; assist the mayor in monitoring personnel actions, promotion, discipline, demotion, separation, and reclassification; coordinate personnel decisions with department directors; assist the mayor in coordinating activities of individuals rendering professional services under contract with the city.

SECTION 4: AMENDMENT. "15.06.050" of the Vineyard Municipal Code is hereby *amended* as follows:

15.06.050 Vineyard Planner

A. Office created: The office of City Planner is created ~~The Mayor, with the advice and consent of the Mayor and Council, shall designate a person~~ to carry out the administrative responsibilities

of the City's Land Use Ordinances, including this Ordinance. The person so designated shall be known as the City Planner, and may be referred to herein as the "Planner."

B. Appointment: The mayor, with the advice and consent of the city council, shall appoint a qualified person to fill the office of City Planner.

C. Powers and Duties: The Planner shall:

1. Ensure all procedures and provisions of the City's Land Use Ordinances are consistently and equitably applied.

2. Approve, approve with requirements, or deny the following Applications:

a. All Temporary Use (T) Applications.
b. All Permitted Use (P-1) Applications.

3. Render interpretations of the text of this Ordinance, as provided by VZC 15.04.020.

4. Carry out and complete Determinations of Application Completeness, as provided by VZC 15.24.060.

5. Carry out all other functions, duties, tasks, and actions, as identified herein.

D. Term of Office: The persons appointed to the office of City Planner shall serve at the pleasure of the mayor and the city council and may be removed at any time, with or without cause by the affirmative vote of:

1. the mayor and a majority of the city council; or

2. all council members except the mayor.

E. Compensation: The salary or compensation of the City Planner shall be established by the governing body in accordance with Utah law.

SECTION 5: SEVERABILITY. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

SECTION 6: EFFECTIVE DATE. This Ordinance shall take effect upon publication or posting.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL ON THE ____ DAY OF DECEMBER, 2023.

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

Presiding Officer

Attest

_____

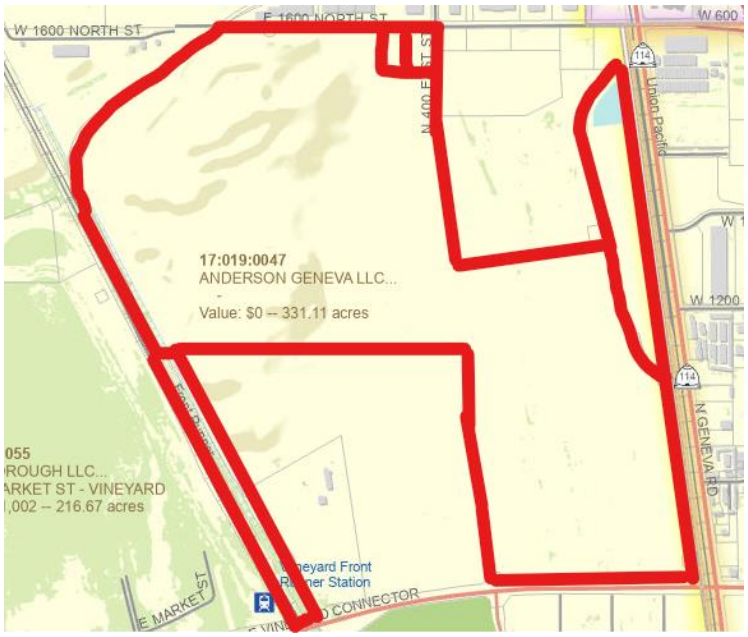
Julie Fullmer, Mayor, Vineyard

_____

Heidi Jackman, Deputy Recorder
Vineyard

Community Development

Date: December 13, 2023
From: Cache Hancey, Planner
To: Planning Commission & City Council
Item: 9.2 East Geneva Land Donation and Development Agreement
Location: Parcel Serial #17:019:0047, 38:437:0001, 38:437:0002, 17:022:0006, and 46:870:0004
Applicant: Peter Evans, Anderson Geneva LLC



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

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

Additional to the Mill Road right of way donation, the developer has agreed to donate up to a five (5) acre parcel within these boundaries for the purpose of the city constructing a fire station.

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

ATTACHMENTS:
Resolution 2023-51
Proposed Development Agreement and
Exhibits Right of Way and Land donation
Agreement

RESOLUTION 2023-51

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

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

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

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

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

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

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

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

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

Passed and dated this 13th day of December 2023.

_____
Mayor

Attest:

_____
City Recorder

RIGHT OF WAY AND LAND DONATION AGREEMENT

This Right of Donation Agreement (this "Agreement"), executed on the dates set forth below and intended to be effective as of December ____, 2023 (the "Effective Date"), is entered into by and between ANDERSON GENEVA, LLC, a Delaware limited liability company ("Developer"), and VINEYARD CITY, a Utah municipal corporation ("Vineyard"). Developer and Vineyard are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

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

B. Within the Mill Property is approximate 368.83 acres designated as the Geneva East Side Property (the "Property"). The Property is more particularly described by the Utah County Assessor parcel numbers included in Exhibit A, attached hereto.

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

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

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

F. Developer has agreed to donate a right-of-way within the Property to Vineyard for a future road commonly referred to as Mill Road that is anticipated to extend from 800 North on the south to 1600 North on the north as approximately illustrated on Exhibit B attached hereto (the "Right of Way").

G. Developer has agreed to donate up to a five (5) acre parcel of property contained within the boundaries of the Property for the purposes of the City constructing a fire station. City and Developer shall work in good faith to identify an appropriate fire station site, which will be donated by Developer to City.

AGREEMENT

NOW, THEREFORE, Vineyard and Developer hereby agree as follows;

1. Donation of Right of Way. Developer acknowledges and agrees it has the right to: (a) receive just compensation for the Right of Way, and (b) know the appraised value of the Right of Way. Notwithstanding the foregoing, Developer hereby agrees to: (i) waive its right to have the Right of Way appraised, and (ii) agrees to donate the Right of Way to Vineyard, with a special warranty deed and without compensation, as soon as the engineering, subdivision and final platting for the Property and the Project have been completed and the Right of Way can be legally conveyed. Developer further agrees to deliver properly executed deeds and instruments of conveyance with any and all releases necessary to provide clear title to the Right of Way.

2. Final Location of Right of Way. The Parties hereby agree that the final size, location, legal description and alignment of the Right of Way are not known at this time and are subject to change based on the final outcome of the engineering, subdivision and final platting processes for the Property and the Project. The Parties agree to reasonably cooperate to determine and agree on the final size, location, legal description and alignment of the Right of Way. The illustration on Exhibit B attached hereto is the Parties best known estimate of the alignment and location of the Right of Way as of the Effective Date.

3. Approval and Acceptance of Donation. Vineyard hereby agrees to accept the donation of the Right of Way. Vineyard shall, contemporaneous with the execution of this Agreement, deliver a receipt to Developer acknowledging the donation of the Right of Way in a form reasonably acceptable to Developer.

4. General Term and Conditions.

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

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

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

ii. All parties shall be responsible for their own material breaches only.

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 Vineyard Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the Vineyard shall be personally liable to Developer, or any successors and assigns for any default or breach by the Vineyard, 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 Vineyard, Developer and Developer's 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 Vineyard, Developer and/or Developer's 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 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 Vineyard shall be promptly given or withheld by the Vineyard in compliance with this Agreement and applicable law.

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. 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.

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

[Signatures on following pages]

WITNESS, the hand of the undersigned Parties, as of the dates set forth in the notary blocks for each signatory.

ANDERSON GENEVA, LLC

By: _____
Name: Peter Evans
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202___, before me _____, a Notary Public, personally appeared PETER EVANS, who stated he is the authorized signor for Anderson Geneva, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and duly acknowledged that he executed this instrument in his authorized capacity on behalf of said company, intending to be legally bound..

Witness my hand and official seal.

Notary Public Seal

_____
Notary Public Signature

VINEYARD CITY

By: _____
Name:
Title: Mayor

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202___, before me _____, a Notary Public, personally appeared _____, who stated he/she is the Mayor of Vineyard City, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and duly acknowledged that he/she executed this instrument in his/her authorized capacity on behalf of said municipality, intending to be legally bound..

Witness my hand and official seal.

Notary Public Seal

_____
Notary Public Signature

EXHIBIT A

Description of the Property

That certain property comprising the assessor parcel numbers:

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

EXHIBIT B

Illustration of Estimated Location and Alignment of Right of Way



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered as of the _____ day of _____ 202__ (the "Effective Date"), by and between Vineyard City, a Utah municipal corporation (the "City"), and Anderson Geneva, LLC, a Delaware limited liability company ("AG" or "Developer"), individually a "Party" or collectively the "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

3. Vested Rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Transfer of Development. It is contemplated that Developer will sell various portions of the Property to one or more Successors and Assigns who will develop specific projects on their respective portions of the Property. Developer shall be entitled to transfer any or all

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

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

5. Infrastructure.

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

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

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

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

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

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

12. General Term and Conditions.

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

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

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

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

c. Integration. This Agreement, together with the Exhibits hereto, integrates all the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties,

whether oral or written with respect to the subject matter hereof any amendments hereto must be in writing and signed by the respective Parties hereto.

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

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

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

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

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

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

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

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

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

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

City or Agency shall be promptly given or withheld by the City or Agency in compliance with this Agreement and the Applicable City Laws.

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

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

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

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

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

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

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

shall be presumed to mean that such party is not aware of any defaults or delinquencies under the Agreement and is later estopped from asserting the same.

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

[Signatures on following pages]

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

VINEYARD CITY

By: _____
Name:
Title: Mayor

ANDERSON GENEVA, LLC

Attest:

By: _____
Secretary

By: _____
Name: Peter Evans
Title: Manager

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

In the County of Utah, State of Utah, on this _____ day of _____ 202__, 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 _____ 202__, 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 _____)

In the County of _____, State of Utah, on this _____ day of _____ 202__, before me, the undersigned notary, personally appeared Peter Evans, the Manager of Anderson Geneva, LLC, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his signature is voluntary.

_____
Notary signature and seal

EXHIBIT A: The Property Description

That certain property comprising the assessor parcel numbers:

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

Exhibit B: The Code

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: 9.3 First Amendment to Land Donation and Development Agreement -- West (Resolution 2023-59)
Department: Administration

Presenter: Morgan Brim

Background/Discussion: This is an amendment to a Land Donation and Development Agreement (LDDA) dated May 13, 2020. The original LDDA identified land donated by the developer for certain public improvements and participation by the RDA to fund the same.

Fiscal Impact: This amendment accomplishes the following:
- Separates the tax increment collection period into two phases;
- Authorizes the RDA to reimburse the developer for parking costs;
- Developer donates Lake Promenade Property to the City; and
- Developer donates public roadways throughout the Project

Recommendation:
Staff recommends approval of the requested amendment to the Land Donation and Development Agreement dated May 13, 2020.

Sample Motion:
"I move to approve the requested first amendment to the Land Donation and Development Agreement as described in the attached resolution."

Attachments:
Resolution 2023-59

RESOLUTION 2023-55

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPROVING FIRST AMENDMENT TO GENEVA WEST SIDE PROPERTY LAND DONATION AND DEVELOPMENT AGREEMENT

WHEREAS, Flagborough LLC is the owner and developer of property (the "Property") within Vineyard City; and

WHEREAS, the Property is located within the Downtown Vineyard District; and

WHEREAS, the City and Flagborough LLC desire to amend the original Land Donation and Development Agreement, dated May 13, 202; and

WHEREAS, the Vineyard City Council has reviewed the proposed amendment and finds it is in the public interest and will promote the public welfare to approve the first amendment as proposed.

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

Section 1. The First Amendment Land Donation and Development Agreement – West as referenced in exhibit A, is hereby approved by the City Council of Vineyard, Utah

Section 2. The City Manager of the City is hereby authorized to execute the amended agreement for and in behalf of the City.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 13h day of December 2023.

APPROVED:

_____

Julie Fullmer, Mayor

ATTEST:

_____

Heidi Jackman, Deputy Recorder

DRAFT

FIRST AMENDMENT TO
LAND DONATION AND DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO LAND DONATION AND DEVELOPMENT AGREEMENT (this "**Amendment**") is made and entered into as of December ___, 2023 (the "**Effective Date**"), by and among Vineyard City, a Utah municipal corporation ("**City**"), the Vineyard Redevelopment Agency, a political subdivision of the State of Utah (the "**RDA**" or "**Agency**"), and Flagborough L.L.C., a Delaware limited liability company ("**Flagborough**"). The City, RDA, and Flagborough are collectively referred to herein as the "**Parties**".

RECITALS

A. City, RDA, Anderson Geneva, LLC, a Delaware limited liability company ("**AG**"), and Ice Castle Retirement Fund, L.L.C., a Delaware limited liability company ("**Ice Castle**") previously executed that certain Land Donation and Development Agreement, dated May 13, 2020 ("**Original LDDA**" and as amended by this Amendment, the "**LDDA**").

B. Ice Castle assigned its rights under the LDDA to AG and AG assigned their right as Developer under the Original LDDA to Flagborough. pursuant to that certain Land Donation and Development Agreement Assignment, dated June 17, 2022.

C. Agency and Flagborough previously entered into that certain Participation Agreement, dated April 12, 2023 ("**Participation Agreement**") which Participation Agreement supplements the LDDA and triggers the collection period of tax increment funds as contemplated by the LDDA.

D. The Parties desire to amend the Original LDDA on the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the Parties mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Tax Increment Collection Period**. The tax increment collection period contemplated by Section 6.c.vi of the Original LDDA will be triggered in two phases referred to as Phase 5A and Phase 5B in Sections 1.2 and 1.3 of the Participation Agreement. Pursuant to Section 1.3 of the Participation Agreement, the Agency triggered the tax increment collection period for Phase 5B beginning in the year 2023. The tax increment collection period for Phase 5A will be triggered pursuant to Section 1.2 of the Participation Agreement. The budget for Phase 5A and 5B is attached hereto as Exhibit A.

2. **Reimbursable Expenses**. In addition to the City's and Agency's obligation to reimburse Developer for the Backbone Infrastructure pursuant to Section 6.c.ix. of the Original LDDA, the Agency shall be responsible for reimbursing Developer for Parking Costs (as defined in the Participation Agreement) as contemplated by Section 2.8 of the Participation Agreement.

3. **Participation Agreement Incorporation**. The Parties hereby incorporate the provisions of Sections 3.1 through 3.3 of the Participation Agreement and such provisions supplement all rights and obligations of the Parties as set forth in the Original LDDA. To the extent any provisions of the Original LDDA conflict with those provisions of the Participation Agreement incorporated herein under this Section 2, the provisions of the Participation Agreement control.

4. **Land Donation by Developer**. Section 3 of the Original LDDA is hereby amended such that Developer agrees to donate the Lake Promenade Property to either the City or a district, as determined

by Developer. If the Lake Promenade Property is donated to the City, the City shall assume full responsibility for the ownership and maintenance of the Lake Promenade Property and all improvements thereon after acceptance of the same.

5. **Roadway Dedications**. Notwithstanding anything in the Original LDDA to the contrary, Developer shall dedicate the public roadways throughout the Project to the City or a district, as determined by Developer.

6. **Recorded Memorandum**. Section 12(s) of the Original LDDA is hereby amended so that any Party may record with the Utah County Recorder's Office a Memorandum of Land Donation and Development Agreement in the form attached hereto as Exhibit B ("**Memorandum**"). If requested by a Party, all other Parties to this Agreement shall promptly cause the Memorandum to be executed and acknowledged so that the requesting Party can record the Memorandum.

7. **Defined Terms; Recitals**. Unless otherwise provided herein, all capitalized terms in this Amendment shall have the same meaning as used in the Original LDDA. The Recitals above are incorporated herein by this reference.

8. **Ratification**. All of the terms of the Original LDDA are incorporated into this Amendment, except as revised herein. As modified and supplemented by this Amendment, the Agreement is ratified and affirmed and shall remain and continue in full force and effect.

9. **Amendment Controls**. If any provisions of the Agreement conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control and the Agreement shall be deemed amended as necessary to carry out the intent and purpose of this Amendment.

10. **Counterpart Execution**. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute the original. Signature pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document. Electronic and scanned signature pages will be acceptable and shall be conclusive evidence of execution.

EFFECTIVE as of the Effective Date.

VINEYARD CITY REDEVELOPMENT AGENCY

By:_____
Julie Fullmer, Chair

Attest:

By:_____

Pamela Spencer, Secretary

Approved as to form:

By: _____
Jayme Blakesley, RDA Attorney

[*Signatures Continue on the Following Page*]

VINEYARD CITY

By:_____
Julie Fullmer, Mayor

Attest:

By:_____
Pamela Spencer, City Recorder

Approved as to form:

By: _____
Jayme Blakesley, City Attorney

FLAGBOROUGH:

Flagborough L.L.C.,
a Delaware limited liability company

By: Woodbury Corporation,
a Utah corporation, its Co-Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By:_____
Name: Nate Hutchinson
Title: Co-Manager

EXHIBIT A
TO
FIRST AMENDMENT TO
LAND DONATION AND DEVELOPMENT AGREEMENT

Budget For Phase 5A and 5B

[Attached]

		TOTALS	1 2011	2 2012	3 2013	4 2014	5 2015	6 2016
VALUATION			124,106,974	124,106,974	124,106,974	124,106,974	124,106,974	124,106,974
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)			225,519,374	318,061,887	452,674,896	552,025,933	24,329,544	27,356,398
Base Value Phase 1 (Area 96)			-	-	-	-	576,113,092	585,723,531
Base Value Phase 2			-	-	-	-	47,269,069	95,764,331
Base Value Phase 3			-	-	68,808,070	70,712,020	86,243,970	21,623,000
Base Value Phase 4			-	-	-	-	-	40,232,400
PHASE 5A								
Residential East		-	-	-	-	-	-	-
Residential West		14,000	-	-	-	-	-	-
Retail (East)		-	-	-	-	-	-	-
Retail (West)		-	-	-	-	-	-	-
Office (East)		-	-	-	-	-	-	-
Office (West)		-	-	-	-	-	-	-
Industrial (East)		-	-	-	-	-	-	-
Industrial (West)		-	-	-	-	-	-	-
Phase 5B			-	-	-	-	-	-
2006 Base Value			**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)			26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)			24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2			58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3			5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4			33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)			17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West			11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B			1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)		25	1	1	1	1	1	1
Base Value Phase 1 (Area 96)		25	1	1	1	1	1	1
Base Value Phase 2		25	-	-	-	-	-	1
Base Value Phase 3		25	-	-	-	-	-	-
Base Value Phase 4		25	-	-	-	-	-	-
Phase 5A (East)		25	-	-	-	-	-	-
Phase 5A (West		25	-	-	-	-	-	-
Phase 5B		25	-	-	-	-	-	-
Triggered Tax Value			51,323,328	51,323,328	51,323,328	51,323,328	51,323,328	51,381,509
Applicable Base Value			225,519,374	318,061,887	452,674,896	552,025,933	600,442,636	708,844,260
TAX INCREMENT			174,196,046	266,738,559	401,351,568	500,702,605	549,119,308	657,462,751

	7 2017	8 2018	9 2019	10 2020	11 2021	12 2022	13 2023	14 2024
VALUATION	124,106,974	124,106,974	124,106,974	124,106,974	124,106,974	124,106,974	124,106,974	124,106,974
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	71,539,188	48,066,173	57,416,087	60,969,991	62,543,323	62,964,898	63,386,472	63,808,047
Base Value Phase 1 (Area 96)	591,217,292	643,513,006	675,292,795	725,624,548	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	104,821,779	105,157,396	125,549,293	133,396,684	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	89,484,753	183,393,978	251,340,866	306,973,943	382,791,537	399,020,937	400,835,937	400,835,937
Base Value Phase 4	40,232,400	146,792,905	106,473,470	83,500,000	83,500,000	95,476,863	107,453,725	119,430,588
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	1	1	1	1	1	1	1	1
Base Value Phase 1 (Area 96)	1	1	1	1	1	1	1	1
Base Value Phase 2	1	1	1	1	1	1	1	1
Base Value Phase 3	1	1	1	1	1	1	1	1
Base Value Phase 4	-	-	-	-	1	1	1	1
Phase 5A (East)	-	-	-	-	-	-	-	-
Phase 5A (West	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	1
Triggered Tax Value	56,629,083	56,629,083	56,629,083	56,629,083	89,662,736	89,662,736	89,662,736	91,644,584
Applicable Base Value	857,063,012	980,130,553	1,109,599,041	1,226,965,166	1,326,969,294	1,355,597,132	1,369,810,568	1,382,209,006
TAX INCREMENT	800,433,929	923,501,470	1,052,969,958	1,170,336,083	1,237,306,558	1,265,934,396	1,280,147,832	1,290,564,422

	15 2025	16 2026	17 2027	18 2028	19 2029	20 2030	21 2031	22 2032
VALUATION	124,106,974	124,106,974	124,106,974	124,106,974	124,106,974	124,106,974	124,106,974	124,106,974
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	64,229,621	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937
Base Value Phase 4	131,407,451	143,384,314	155,361,176	156,509,163	157,657,150	158,805,137	158,805,137	158,805,137
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	1	1	1	1	1	1	1	1
Base Value Phase 1 (Area 96)	1	1	1	1	1	1	1	1
Base Value Phase 2	1	1	1	1	1	1	1	1
Base Value Phase 3	1	1	1	1	1	1	1	1
Base Value Phase 4	1	1	1	1	1	1	1	1
Phase 5A (East)	-	-	-	-	-	-	-	-
Phase 5A (West	-	-	-	-	-	-	-	-
Phase 5B	1	1	1	1	1	1	1	1
Triggered Tax Value	91,644,584	91,644,584	91,644,584	91,644,584	91,644,584	91,644,584	91,644,584	91,644,584
Applicable Base Value	1,394,607,443	1,407,005,881	1,418,982,743	1,420,130,730	1,421,278,717	1,422,426,704	1,422,426,704	1,422,426,704
TAX INCREMENT	1,302,962,859	1,315,361,297	1,327,338,159	1,328,486,146	1,329,634,133	1,330,782,120	1,330,782,120	1,330,782,120

	23 2033	24 2034	25 2035	26 2036	27 2037	28 2038	29 2039	30 2040
VALUATION	124,106,974	124,106,974	124,106,974	-	-	-	-	-
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937
Base Value Phase 4	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	1	1	1	-	-	-	-	-
Base Value Phase 1 (Area 96)	1	1	1	-	-	-	-	-
Base Value Phase 2	1	1	1	1	1	1	1	1
Base Value Phase 3	1	1	1	1	1	1	1	1
Base Value Phase 4	1	1	1	1	1	1	1	1
Phase 5A (East)	-	-	-	-	-	-	-	-
Phase 5A (West	-	-	-	-	-	-	-	-
Phase 5B	1	1	1	1	1	1	1	1
Triggered Tax Value	91,644,584	91,644,584	91,644,584	40,321,256	40,321,256	40,321,256	40,321,256	40,321,256
Applicable Base Value	1,422,426,704	1,422,426,704	1,422,426,704	698,239,299	698,239,299	698,239,299	698,239,299	698,239,299
TAX INCREMENT	1,330,782,120	1,330,782,120	1,330,782,120	657,918,043	657,918,043	657,918,043	657,918,043	657,918,043

	31 2041	32 2042	33 2043	34 2044	35 2045	36 2046	37 2047	38 2048
VALUATION	-	-	-	-	-	-	-	-
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937
Base Value Phase 4	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	-	-	-	-	-	-	-	-
Base Value Phase 1 (Area 96)	-	-	-	-	-	-	-	-
Base Value Phase 2	-	-	-	-	-	-	-	-
Base Value Phase 3	1	-	-	-	-	-	-	-
Base Value Phase 4	1	1	1	1	1	-	-	-
Phase 5A (East)	-	-	-	-	-	-	-	-
Phase 5A (West	-	-	-	-	-	-	-	-
Phase 5B	1	1	1	1	1	1	1	1
Triggered Tax Value	40,263,075	35,015,501	35,015,501	35,015,501	35,015,501	1,981,848	1,981,848	1,981,848
Applicable Base Value	559,641,074	158,805,137	158,805,137	158,805,137	158,805,137	-	-	-
TAX INCREMENT	519,377,999	123,789,636	123,789,636	123,789,636	123,789,636	(1,981,848)	(1,981,848)	(1,981,848)

	39 2049	40 2050	41 2051	42 2052	43 2053	44 2054	45 2055	46 2056
VALUATION	-	-	-	-	-	-	-	-
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937
Base Value Phase 4	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	-	-	-	-	-	-	-	-
Base Value Phase 1 (Area 96)	-	-	-	-	-	-	-	-
Base Value Phase 2	-	-	-	-	-	-	-	-
Base Value Phase 3	-	-	-	-	-	-	-	-
Base Value Phase 4	-	-	-	-	-	-	-	-
Phase 5A (East)	-	-	-	-	-	-	-	-
Phase 5A (West	-	-	-	-	-	1	1	1
Phase 5B	-	-	-	-	-	-	-	-
Triggered Tax Value	-	-	-	-	-	11,099,872	11,099,872	11,099,872
Applicable Base Value	-	-	-	-	-	-	-	-
TAX INCREMENT	-	-	-	-	-	(11,099,872)	(11,099,872)	(11,099,872)

	47 2057	48 2058	49 2059	50 2060	51 2061	52 2062	53 2063	54 2064
VALUATION	-	-	-	-	-	-	-	-
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937
Base Value Phase 4	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	-	-	-	-	-	-	-	-
Base Value Phase 1 (Area 96)	-	-	-	-	-	-	-	-
Base Value Phase 2	-	-	-	-	-	-	-	-
Base Value Phase 3	-	-	-	-	-	-	-	-
Base Value Phase 4	-	-	-	-	-	-	-	-
Phase 5A (East)	-	-	-	-	-	-	-	-
Phase 5A (West	1	1	1	1	1	1	1	1
Phase 5B	-	-	-	-	-	-	-	-
Triggered Tax Value	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Applicable Base Value	-	-	-	-	-	-	-	-
TAX INCREMENT	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)

	55 2065	56 2066	57 2067	58 2068	59 2069	60 2070	61 2071	62 2072
VALUATION	-	-	-	-	-	-	-	-
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937
Base Value Phase 4	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	-	-	-	-	-	-	-	-
Base Value Phase 1 (Area 96)	-	-	-	-	-	-	-	-
Base Value Phase 2	-	-	-	-	-	-	-	-
Base Value Phase 3	-	-	-	-	-	-	-	-
Base Value Phase 4	-	-	-	-	-	-	-	-
Phase 5A (East)	-	-	-	-	-	-	-	-
Phase 5A (West	1	1	1	1	1	1	1	1
Phase 5B	-	-	-	-	-	-	-	-
Triggered Tax Value	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Applicable Base Value	-	-	-	-	-	-	-	-
TAX INCREMENT	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)	(11,099,872)

	63 2073	64 2074	65 2075	66 2076	67 2077	68 2078	69 2079	70 2080
VALUATION	-	-	-	-	-	-	-	-
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937
Base Value Phase 4	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	-	-	-	-	-	-	-	-
Base Value Phase 1 (Area 96)	-	-	-	-	-	-	-	-
Base Value Phase 2	-	-	-	-	-	-	-	-
Base Value Phase 3	-	-	-	-	-	-	-	-
Base Value Phase 4	-	-	-	-	-	-	-	-
Phase 5A (East)	-	-	1	1	1	1	1	1
Phase 5A (West	1	1	1	1	1	1	-	-
Phase 5B	-	-	-	-	-	-	-	-
Triggered Tax Value	11,099,872	11,099,872	28,486,813	28,486,813	28,486,813	28,486,813	17,386,941	17,386,941
Applicable Base Value	-	-	-	-	-	-	-	-
TAX INCREMENT	(11,099,872)	(11,099,872)	(28,486,813)	(28,486,813)	(28,486,813)	(28,486,813)	(17,386,941)	(17,386,941)

	71 2081	72 2082	73 2083	74 2084	75 2085	76 2086	77 2087	78 2088
VALUATION	-	-	-	-	-	-	-	-
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937
Base Value Phase 4	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	-	-	-	-	-	-	-	-
Base Value Phase 1 (Area 96)	-	-	-	-	-	-	-	-
Base Value Phase 2	-	-	-	-	-	-	-	-
Base Value Phase 3	-	-	-	-	-	-	-	-
Base Value Phase 4	-	-	-	-	-	-	-	-
Phase 5A (East)	1	1	1	1	1	1	1	1
Phase 5A (West	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
Triggered Tax Value	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Applicable Base Value	-	-	-	-	-	-	-	-
TAX INCREMENT	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)

	79 2089	80 2090	81 2091	82 2092	83 2093	84 2094	85 2095	86 2096
VALUATION	-	-	-	-	-	-	-	-
Value form 2006 to 2010								
Base Value Phase 1 (Area 95)	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937	400,835,937
Base Value Phase 4	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137	158,805,137
PHASE 5A								
Residential East	-	-	-	-	-	-	-	-
Residential West	-	-	-	-	-	-	-	-
Retail (East)	-	-	-	-	-	-	-	-
Retail (West)	-	-	-	-	-	-	-	-
Office (East)	-	-	-	-	-	-	-	-
Office (West)	-	-	-	-	-	-	-	-
Industrial (East)	-	-	-	-	-	-	-	-
Industrial (West)	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181	58,181	58,181	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848	1,981,848
Trigger								
Base Value Phase 1 (Area 95)	-	-	-	-	-	-	-	-
Base Value Phase 1 (Area 96)	-	-	-	-	-	-	-	-
Base Value Phase 2	-	-	-	-	-	-	-	-
Base Value Phase 3	-	-	-	-	-	-	-	-
Base Value Phase 4	-	-	-	-	-	-	-	-
Phase 5A (East)	1	1	1	1	1	1	1	1
Phase 5A (West	-	-	-	-	-	-	-	-
Phase 5B	-	-	-	-	-	-	-	-
Triggered Tax Value	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941	17,386,941
Applicable Base Value	-	-	-	-	-	-	-	-
TAX INCREMENT	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)	(17,386,941)

	87 2097	88 2098	89 2099
VALUATION	-	-	-
Value form 2006 to 2010			
Base Value Phase 1 (Area 95)	64,651,196	64,651,196	64,651,196
Base Value Phase 1 (Area 96)	659,536,209	659,536,209	659,536,209
Base Value Phase 2	138,598,225	138,598,225	138,598,225
Base Value Phase 3	400,835,937	400,835,937	400,835,937
Base Value Phase 4	158,805,137	158,805,137	158,805,137
PHASE 5A			
Residential East	-	-	-
Residential West	-	-	-
Retail (East)	-	-	-
Retail (West)	-	-	-
Office (East)	-	-	-
Office (West)	-	-	-
Industrial (East)	-	-	-
Industrial (West)	-	-	-
Phase 5B	-	-	-
2006 Base Value	**120,131,397**	**120,131,397**	**120,131,397**
Base Value Phase 1 (Area 95)	26,688,131	26,688,131	26,688,131
Base Value Phase 1 (Area 96)	24,635,197	24,635,197	24,635,197
Base Value Phase 2	58,181	58,181	58,181
Base Value Phase 3	5,247,574	5,247,574	5,247,574
Base Value Phase 4	33,033,653	33,033,653	33,033,653
Phase 5A (East)	17,386,941	17,386,941	17,386,941
Phase 5A (West	11,099,872	11,099,872	11,099,872
Phase 5B	1,981,848	1,981,848	1,981,848
Trigger			
Base Value Phase 1 (Area 95)	-	-	-
Base Value Phase 1 (Area 96)	-	-	-
Base Value Phase 2	-	-	-
Base Value Phase 3	-	-	-
Base Value Phase 4	-	-	-
Phase 5A (East)	1	1	1
Phase 5A (West	-	-	-
Phase 5B	-	-	-
Triggered Tax Value	17,386,941	17,386,941	17,386,941
Applicable Base Value	-	-	-
TAX INCREMENT	(17,386,941)	(17,386,941)	(17,386,941)

		TOTALS	1 2011	2 2012	3 2013	4 2014	5 2015	6 2016
TOTAL TAXES GENERATED	*Tax Rates*							
Utah County	*0.0012940*	38,490,356	225,410	345,160	519,349	647,909	710,560	850,757
Central Utah Water District	*0.0004210*	12,522,751	73,337	112,297	168,969	210,796	231,179	276,792
Alpine School District	*0.0082200*	244,505,969	1,431,891	2,192,591	3,299,110	4,115,775	4,513,761	5,404,344
Vineyard Town	*0.0018150*	53,987,632	316,166	484,130	728,453	908,775	996,652	1,193,295
North Utah Water Conservancy	*0.0000260*	773,377	4,529	6,935	10,435	13,018	14,277	17,094
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	*0.0117760*	350,280,084	2,051,333	3,141,113	4,726,316	5,896,274	6,466,429	7,742,281
INCREMENTAL TAXES								
Base Taxes Generated		35,366,683	604,384	604,384	604,384	604,384	604,384	605,069
Incremental Taxes Generated		350,280,084	2,051,333	3,141,113	4,726,316	5,896,274	6,466,429	7,742,281
Total Taxes Generated		385,646,767	2,655,716	3,745,497	5,330,700	6,500,657	7,070,812	8,347,350
Incremental Amt to Taxing								
Utah County	*25.00%*	9,622,589	56,352	86,290	129,837	161,977	177,640	212,689
Central Utah Water	*25.00%*	3,130,688	18,334	28,074	42,242	52,699	57,795	69,198
Alpine School District	*25.00%*	61,126,492	357,973	548,148	824,777	1,028,944	1,128,440	1,351,086
Vineyard Town	*25.00%*	13,496,908	79,041	121,033	182,113	227,194	249,163	298,324
North Utah Water Conservancy	*25.00%*	193,344	1,132	1,734	2,609	3,255	3,569	4,274
Total Incremental Taxes		89,684,154	512,833	785,278	1,181,579	1,474,068	1,616,607	1,935,570
RDA BUDGET								
Revenues to RDA:								
Utah County	*75.00%*	28,867,767	169,057	258,870	389,512	485,932	532,920	638,068
Central Utah Water	*75.00%*	9,392,063	55,002	84,223	126,727	158,097	173,384	207,594
Alpine School District	*75.00%*	183,379,477	1,073,919	1,644,443	2,474,332	3,086,832	3,385,321	4,053,258
Vineyard Town	*75.00%*	40,490,724	237,124	363,098	546,340	681,581	747,489	894,971
North Utah Water Conservancy	*75.00%*	580,032	3,397	5,201	7,826	9,764	10,708	12,821
Total Revenues		269,052,462	1,538,499	2,355,835	3,544,737	4,422,205	4,849,822	5,806,711
Expenditures:	*% to Category*							
Administrative Percent	*Avg.*	*Avg. 3.98%*	*18.00%*	*15.00%*	*11.00%*	*9.00%*	*7.00%*	*6.00%*
Administrative	*3.98%*	(11,671,158)	(276,930)	(353,375)	(389,921)	(397,998)	(339,488)	(348,403)
Available for Projects		251,038,904	1,261,570	2,002,460	3,154,816	4,024,207	4,510,334	5,458,308
Cumulative Available for Projects and Mitigation Payments		**251,038,904**	**1,261,570**	**3,264,029**	**6,418,845**	**10,443,052**	**14,953,386**	**20,411,695**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	*9.93%*	12,191,589	-	18,724	46,185	73,646	101,108	131,066

	7 2017	8 2018	9 2019	10 2020	11 2021	12 2022	13 2023	14 2024
TOTAL TAXES GENERATED								
Utah County	1,035,762	1,195,011	1,362,543	1,514,415	1,601,075	1,638,119	1,656,511	1,669,990
Central Utah Water District	336,983	388,794	443,300	492,711	520,906	532,958	538,942	543,328
Alpine School District	6,579,567	7,591,182	8,655,413	9,620,163	10,170,660	10,405,981	10,522,815	10,608,440
Vineyard Town	1,452,788	1,676,155	1,911,140	2,124,160	2,245,711	2,297,671	2,323,468	2,342,374
North Utah Water Conservancy	20,811	24,011	27,377	30,429	32,170	32,914	33,284	33,555
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	9,425,910	10,875,153	12,399,774	13,781,878	14,570,522	14,907,643	15,075,021	15,197,687
INCREMENTAL TAXES								
Base Taxes Generated	666,864	666,864	666,864	666,864	1,055,868	1,055,868	1,055,868	1,079,207
Incremental Taxes Generated	9,425,910	10,875,153	12,399,774	13,781,878	14,570,522	14,907,643	15,075,021	15,197,687
Total Taxes Generated	10,092,774	11,542,017	13,066,638	14,448,742	15,626,390	15,963,512	16,130,889	16,276,893
Incremental Amt to Taxing								
Utah County	258,940	298,753	340,636	378,604	400,269	409,530	414,128	417,498
Central Utah Water	84,246	97,199	110,825	123,178	130,227	133,240	134,736	135,832
Alpine School District	1,644,892	1,897,796	2,163,853	2,405,041	2,542,665	2,601,495	2,630,704	2,652,110
Vineyard Town	363,197	419,039	477,785	531,040	561,428	574,418	580,867	585,594
North Utah Water Conservancy	5,203	6,003	6,844	7,607	8,042	8,229	8,321	8,389
Total Incremental Taxes	2,356,477	2,718,788	3,099,944	3,445,469	3,642,631	3,726,911	3,768,755	3,799,422
RDA BUDGET								
Revenues to RDA:								
Utah County	776,821	896,258	1,021,907	1,135,811	1,200,806	1,228,589	1,242,383	1,252,493
Central Utah Water	252,737	291,596	332,475	369,534	390,680	399,719	404,207	407,496
Alpine School District	4,934,675	5,693,387	6,491,560	7,215,122	7,627,995	7,804,486	7,892,111	7,956,330
Vineyard Town	1,089,591	1,257,116	1,433,355	1,593,120	1,684,284	1,723,253	1,742,601	1,756,781
North Utah Water Conservancy	15,608	18,008	20,533	22,822	24,127	24,686	24,963	25,166
Total Revenues	7,069,432	8,156,365	9,299,831	10,336,408	10,927,892	11,180,733	11,306,266	11,398,265
Expenditures:								
Administrative Percent	*5.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*
Administrative	(353,472)	(326,255)	(371,993)	(413,456)	(437,116)	(447,229)	(452,251)	(455,931)
Available for Projects	6,715,961	7,830,110	8,927,837	9,922,952	10,490,776	10,733,503	10,854,015	10,942,334
Cumulative Available for Projects and Mitigation Payments	**27,127,656**	**34,957,766**	**43,885,603**	**53,808,555**	**64,299,331**	**75,032,834**	**85,886,850**	**96,829,184**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	185,988	213,450	240,911	268,372	295,834	323,295	350,756	378,218

	15 2025	16 2026	17 2027	18 2028	19 2029	20 2030	21 2031	22 2032
TOTAL TAXES GENERATED								
Utah County	1,686,034	1,702,078	1,717,576	1,719,061	1,720,547	1,722,032	1,722,032	1,722,032
Central Utah Water District	548,547	553,767	558,809	559,293	559,776	560,259	560,259	560,259
Alpine School District	10,710,355	10,812,270	10,910,720	10,920,156	10,929,593	10,939,029	10,939,029	10,939,029
Vineyard Town	2,364,878	2,387,381	2,409,119	2,411,202	2,413,286	2,415,370	2,415,370	2,415,370
North Utah Water Conservancy	33,877	34,199	34,511	34,541	34,570	34,600	34,600	34,600
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	15,343,691	15,489,695	15,630,734	15,644,253	15,657,772	15,671,290	15,671,290	15,671,290
INCREMENTAL TAXES								
Base Taxes Generated	1,079,207	1,079,207	1,079,207	1,079,207	1,079,207	1,079,207	1,079,207	1,079,207
Incremental Taxes Generated	15,343,691	15,489,695	15,630,734	15,644,253	15,657,772	15,671,290	15,671,290	15,671,290
Total Taxes Generated	16,422,897	16,568,901	16,709,941	16,723,459	16,736,978	16,750,497	16,750,497	16,750,497
Incremental Amt to Taxing								
Utah County	421,508	425,519	429,394	429,765	430,137	430,508	430,508	430,508
Central Utah Water	137,137	138,442	139,702	139,823	139,944	140,065	140,065	140,065
Alpine School District	2,677,589	2,703,067	2,727,680	2,730,039	2,732,398	2,734,757	2,734,757	2,734,757
Vineyard Town	591,219	596,845	602,280	602,801	603,321	603,842	603,842	603,842
North Utah Water Conservancy	8,469	8,550	8,628	8,635	8,643	8,650	8,650	8,650
Total Incremental Taxes	3,835,923	3,872,424	3,907,684	3,911,063	3,914,443	3,917,823	3,917,823	3,917,823
RDA BUDGET								
Revenues to RDA:								
Utah County	1,264,525	1,276,558	1,288,182	1,289,296	1,290,410	1,291,524	1,291,524	1,291,524
Central Utah Water	411,411	415,325	419,107	419,470	419,832	420,194	420,194	420,194
Alpine School District	8,032,766	8,109,202	8,183,040	8,190,117	8,197,194	8,204,272	8,204,272	8,204,272
Vineyard Town	1,773,658	1,790,536	1,806,839	1,808,402	1,809,964	1,811,527	1,811,527	1,811,527
North Utah Water Conservancy	25,408	25,650	25,883	25,905	25,928	25,950	25,950	25,950
Total Revenues	11,507,768	11,617,271	11,723,051	11,733,190	11,743,329	11,753,468	11,753,468	11,753,468
Expenditures:								
Administrative Percent	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*
Administrative	(460,311)	(464,691)	(468,922)	(469,328)	(469,733)	(470,139)	(470,139)	(470,139)
Available for Projects	11,047,457	11,152,580	11,254,129	11,263,862	11,273,596	11,283,329	11,283,329	11,283,329
Cumulative Available for Projects and Mitigation Payments	**107,876,641**	**119,029,221**	**130,283,350**	**141,547,212**	**152,820,807**	**164,104,136**	**175,387,465**	**186,670,794**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	445,623	473,084	500,545	528,007	556,716	556,716	556,716	556,716

	23 2033	24 2034	25 2035	26 2036	27 2037	28 2038	29 2039	30 2040
TOTAL TAXES GENERATED								
Utah County	1,722,032	1,722,032	1,722,032	851,346	851,346	851,346	851,346	851,346
Central Utah Water District	560,259	560,259	560,259	276,983	276,983	276,983	276,983	276,983
Alpine School District	10,939,029	10,939,029	10,939,029	5,408,086	5,408,086	5,408,086	5,408,086	5,408,086
Vineyard Town	2,415,370	2,415,370	2,415,370	1,194,121	1,194,121	1,194,121	1,194,121	1,194,121
North Utah Water Conservancy	34,600	34,600	34,600	17,106	17,106	17,106	17,106	17,106
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	15,671,290	15,671,290	15,671,290	7,747,643	7,747,643	7,747,643	7,747,643	7,747,643
INCREMENTAL TAXES								
Base Taxes Generated	1,079,207	1,079,207	1,079,207	474,823	474,823	474,823	474,823	474,823
Incremental Taxes Generated	15,671,290	15,671,290	15,671,290	7,747,643	7,747,643	7,747,643	7,747,643	7,747,643
Total Taxes Generated	16,750,497	16,750,497	16,750,497	8,222,466	8,222,466	8,222,466	8,222,466	8,222,466
Incremental Amt to Taxing								
Utah County	430,508	430,508	430,508	212,836	212,836	212,836	212,836	212,836
Central Utah Water	140,065	140,065	140,065	69,246	69,246	69,246	69,246	69,246
Alpine School District	2,734,757	2,734,757	2,734,757	1,352,022	1,352,022	1,352,022	1,352,022	1,352,022
Vineyard Town	603,842	603,842	603,842	298,530	298,530	298,530	298,530	298,530
North Utah Water Conservancy	8,650	8,650	8,650	4,276	4,276	4,276	4,276	4,276
Total Incremental Taxes	3,917,823	3,917,823	3,917,823	1,936,911	1,936,911	1,936,911	1,936,911	1,936,911
RDA BUDGET								
Revenues to RDA:								
Utah County	1,291,524	1,291,524	1,291,524	638,509	638,509	638,509	638,509	638,509
Central Utah Water	420,194	420,194	420,194	207,738	207,738	207,738	207,738	207,738
Alpine School District	8,204,272	8,204,272	8,204,272	4,056,065	4,056,065	4,056,065	4,056,065	4,056,065
Vineyard Town	1,811,527	1,811,527	1,811,527	895,591	895,591	895,591	895,591	895,591
North Utah Water Conservancy	25,950	25,950	25,950	12,829	12,829	12,829	12,829	12,829
Total Revenues	11,753,468	11,753,468	11,753,468	5,810,732	5,810,732	5,810,732	5,810,732	5,810,732
Expenditures:								
Administrative Percent	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*3.50%*	*3.00%*
Administrative	(470,139)	(470,139)	(470,139)	(232,429)	(232,429)	(232,429)	(203,376)	(174,322)
Available for Projects	11,283,329	11,283,329	11,283,329	5,578,303	5,578,303	5,578,303	5,607,357	5,636,410
Cumulative Available for Projects and Mitigation Payments	**197,954,123**	**209,237,452**	**220,520,781**	**226,099,084**	**231,677,387**	**237,255,690**	**242,863,046**	**248,499,457**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	556,716	556,716	556,716	455,609	455,609	455,609	455,609	455,609

	31 2041	32 2042	33 2043	34 2044	35 2045	36 2046	37 2047	38 2048
TOTAL TAXES GENERATED								
Utah County	672,075	160,184	160,184	160,184	160,184	(2,565)	(2,565)	(2,565)
Central Utah Water District	218,658	52,115	52,115	52,115	52,115	(834)	(834)	(834)
Alpine School District	4,269,287	1,017,551	1,017,551	1,017,551	1,017,551	(16,291)	(16,291)	(16,291)
Vineyard Town	942,671	224,678	224,678	224,678	224,678	(3,597)	(3,597)	(3,597)
North Utah Water Conservancy	13,504	3,219	3,219	3,219	3,219	(52)	(52)	(52)
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	6,116,195	1,457,747	1,457,747	1,457,747	1,457,747	(23,338)	(23,338)	(23,338)
INCREMENTAL TAXES								
Base Taxes Generated	474,138	412,343	412,343	412,343	412,343	23,338	23,338	23,338
Incremental Taxes Generated	6,116,195	1,457,747	1,457,747	1,457,747	1,457,747	(23,338)	(23,338)	(23,338)
Total Taxes Generated	6,590,333	1,870,089	1,870,089	1,870,089	1,870,089	-	-	-
Incremental Amt to Taxing								
Utah County	168,019	40,046	40,046	40,046	40,046	(641)	(641)	(641)
Central Utah Water	54,665	13,029	13,029	13,029	13,029	(209)	(209)	(209)
Alpine School District	1,067,322	254,388	254,388	254,388	254,388	(4,073)	(4,073)	(4,073)
Vineyard Town	235,668	56,170	56,170	56,170	56,170	(899)	(899)	(899)
North Utah Water Conservancy	3,376	805	805	805	805	(13)	(13)	(13)
Total Incremental Taxes	1,529,049	364,437	364,437	364,437	364,437	(5,835)	(5,835)	(5,835)
RDA BUDGET								
Revenues to RDA:								
Utah County	504,056	120,138	120,138	120,138	120,138	(1,923)	(1,923)	(1,923)
Central Utah Water	163,994	39,087	39,087	39,087	39,087	(626)	(626)	(626)
Alpine School District	3,201,965	763,163	763,163	763,163	763,163	(12,218)	(12,218)	(12,218)
Vineyard Town	707,003	168,509	168,509	168,509	168,509	(2,698)	(2,698)	(2,698)
North Utah Water Conservancy	10,128	2,414	2,414	2,414	2,414	(39)	(39)	(39)
Total Revenues	4,587,146	1,093,310	1,093,310	1,093,310	1,093,310	(17,504)	(17,504)	(17,504)
Expenditures:								
Administrative Percent	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*
Administrative	(137,614)	(32,799)	(32,799)	(32,799)	(32,799)	525	525	525
Available for Projects	4,449,532	1,060,511	1,060,511	1,060,511	1,060,511	(16,979)	(16,979)	(16,979)
Cumulative Available for Projects and Mitigation Payments	**252,948,989**	**254,009,500**	**255,070,010**	**256,130,521**	**257,191,032**	**257,174,053**	**257,157,075**	**257,140,096**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	288,344	288,344	288,344	288,344	288,344	-	-	-

	39 2049	40 2050	41 2051	42 2052	43 2053	44 2054	45 2055	46 2056
TOTAL TAXES GENERATED								
Utah County	-	-	-	-	-	(14,363)	(14,363)	(14,363)
Central Utah Water District	-	-	-	-	-	(4,673)	(4,673)	(4,673)
Alpine School District	-	-	-	-	-	(91,241)	(91,241)	(91,241)
Vineyard Town	-	-	-	-	-	(20,146)	(20,146)	(20,146)
North Utah Water Conservancy	-	-	-	-	-	(289)	(289)	(289)
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	(130,712)	(130,712)	(130,712)
INCREMENTAL TAXES								
Base Taxes Generated	-	-	-	-	-	130,712	130,712	130,712
Incremental Taxes Generated	-	-	-	-	-	(130,712)	(130,712)	(130,712)
Total Taxes Generated	-	-	-	-	-	-	-	-
Incremental Amt to Taxing								
Utah County	-	-	-	-	-	(3,591)	(3,591)	(3,591)
Central Utah Water	-	-	-	-	-	(1,168)	(1,168)	(1,168)
Alpine School District	-	-	-	-	-	(22,810)	(22,810)	(22,810)
Vineyard Town	-	-	-	-	-	(5,037)	(5,037)	(5,037)
North Utah Water Conservancy	-	-	-	-	-	(72)	(72)	(72)
Total Incremental Taxes	-	-	-	-	-	(32,678)	(32,678)	(32,678)
RDA BUDGET								
Revenues to RDA:								
Utah County	-	-	-	-	-	(10,772)	(10,772)	(10,772)
Central Utah Water	-	-	-	-	-	(3,505)	(3,505)	(3,505)
Alpine School District	-	-	-	-	-	(68,431)	(68,431)	(68,431)
Vineyard Town	-	-	-	-	-	(15,110)	(15,110)	(15,110)
North Utah Water Conservancy	-	-	-	-	-	(216)	(216)	(216)
Total Revenues	-	-	-	-	-	(98,034)	(98,034)	(98,034)
Expenditures:								
Administrative Percent	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*
Administrative	-	-	-	-	-	2,941	2,941	2,941
Available for Projects	-	-	-	-	-	(95,093)	(95,093)	(95,093)
Cumulative Available for Projects and Mitigation Payments	**257,140,096**	**257,140,096**	**257,140,096**	**257,140,096**	**257,140,096**	**257,045,003**	**256,949,910**	**256,854,817**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	-	-	-	-	-	-	-	-

	47 2057	48 2058	49 2059	50 2060	51 2061	52 2062	53 2063	54 2064
TOTAL TAXES GENERATED								
Utah County	(14,363)	(14,363)	(14,363)	(14,363)	(14,363)	(14,363)	(14,363)	(14,363)
Central Utah Water District	(4,673)	(4,673)	(4,673)	(4,673)	(4,673)	(4,673)	(4,673)	(4,673)
Alpine School District	(91,241)	(91,241)	(91,241)	(91,241)	(91,241)	(91,241)	(91,241)	(91,241)
Vineyard Town	(20,146)	(20,146)	(20,146)	(20,146)	(20,146)	(20,146)	(20,146)	(20,146)
North Utah Water Conservancy	(289)	(289)	(289)	(289)	(289)	(289)	(289)	(289)
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)
INCREMENTAL TAXES								
Base Taxes Generated	130,712	130,712	130,712	130,712	130,712	130,712	130,712	130,712
Incremental Taxes Generated	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)
Total Taxes Generated	-	-	-	-	-	-	-	-
Incremental Amt to Taxing								
Utah County	(3,591)	(3,591)	(3,591)	(3,591)	(3,591)	(3,591)	(3,591)	(3,591)
Central Utah Water	(1,168)	(1,168)	(1,168)	(1,168)	(1,168)	(1,168)	(1,168)	(1,168)
Alpine School District	(22,810)	(22,810)	(22,810)	(22,810)	(22,810)	(22,810)	(22,810)	(22,810)
Vineyard Town	(5,037)	(5,037)	(5,037)	(5,037)	(5,037)	(5,037)	(5,037)	(5,037)
North Utah Water Conservancy	(72)	(72)	(72)	(72)	(72)	(72)	(72)	(72)
Total Incremental Taxes	(32,678)	(32,678)	(32,678)	(32,678)	(32,678)	(32,678)	(32,678)	(32,678)
RDA BUDGET								
Revenues to RDA:								
Utah County	(10,772)	(10,772)	(10,772)	(10,772)	(10,772)	(10,772)	(10,772)	(10,772)
Central Utah Water	(3,505)	(3,505)	(3,505)	(3,505)	(3,505)	(3,505)	(3,505)	(3,505)
Alpine School District	(68,431)	(68,431)	(68,431)	(68,431)	(68,431)	(68,431)	(68,431)	(68,431)
Vineyard Town	(15,110)	(15,110)	(15,110)	(15,110)	(15,110)	(15,110)	(15,110)	(15,110)
North Utah Water Conservancy	(216)	(216)	(216)	(216)	(216)	(216)	(216)	(216)
Total Revenues	(98,034)	(98,034)	(98,034)	(98,034)	(98,034)	(98,034)	(98,034)	(98,034)
Expenditures:								
Administrative Percent	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*
Administrative	2,941	2,941	2,941	2,941	2,941	2,941	2,941	2,941
Available for Projects	(95,093)	(95,093)	(95,093)	(95,093)	(95,093)	(95,093)	(95,093)	(95,093)
Cumulative Available for Projects and Mitigation Payments	**256,759,724**	**256,664,631**	**256,569,538**	**256,474,445**	**256,379,352**	**256,284,259**	**256,189,166**	**256,094,073**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	-	-	-	-	-	-	-	-

	55 2065	56 2066	57 2067	58 2068	59 2069	60 2070	61 2071	62 2072
TOTAL TAXES GENERATED								
Utah County	(14,363)	(14,363)	(14,363)	(14,363)	(14,363)	(14,363)	(14,363)	(14,363)
Central Utah Water District	(4,673)	(4,673)	(4,673)	(4,673)	(4,673)	(4,673)	(4,673)	(4,673)
Alpine School District	(91,241)	(91,241)	(91,241)	(91,241)	(91,241)	(91,241)	(91,241)	(91,241)
Vineyard Town	(20,146)	(20,146)	(20,146)	(20,146)	(20,146)	(20,146)	(20,146)	(20,146)
North Utah Water Conservancy	(289)	(289)	(289)	(289)	(289)	(289)	(289)	(289)
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)
INCREMENTAL TAXES								
Base Taxes Generated	130,712	130,712	130,712	130,712	130,712	130,712	130,712	130,712
Incremental Taxes Generated	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)	(130,712)
Total Taxes Generated	-	-	-	-	-	-	-	-
Incremental Amt to Taxing								
Utah County	(3,591)	(3,591)	(3,591)	(3,591)	(3,591)	(3,591)	(3,591)	(3,591)
Central Utah Water	(1,168)	(1,168)	(1,168)	(1,168)	(1,168)	(1,168)	(1,168)	(1,168)
Alpine School District	(22,810)	(22,810)	(22,810)	(22,810)	(22,810)	(22,810)	(22,810)	(22,810)
Vineyard Town	(5,037)	(5,037)	(5,037)	(5,037)	(5,037)	(5,037)	(5,037)	(5,037)
North Utah Water Conservancy	(72)	(72)	(72)	(72)	(72)	(72)	(72)	(72)
Total Incremental Taxes	(32,678)	(32,678)	(32,678)	(32,678)	(32,678)	(32,678)	(32,678)	(32,678)
RDA BUDGET								
Revenues to RDA:								
Utah County	(10,772)	(10,772)	(10,772)	(10,772)	(10,772)	(10,772)	(10,772)	(10,772)
Central Utah Water	(3,505)	(3,505)	(3,505)	(3,505)	(3,505)	(3,505)	(3,505)	(3,505)
Alpine School District	(68,431)	(68,431)	(68,431)	(68,431)	(68,431)	(68,431)	(68,431)	(68,431)
Vineyard Town	(15,110)	(15,110)	(15,110)	(15,110)	(15,110)	(15,110)	(15,110)	(15,110)
North Utah Water Conservancy	(216)	(216)	(216)	(216)	(216)	(216)	(216)	(216)
Total Revenues	(98,034)	(98,034)	(98,034)	(98,034)	(98,034)	(98,034)	(98,034)	(98,034)
Expenditures:								
Administrative Percent	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*
Administrative	2,941	2,941	2,941	2,941	2,941	2,941	2,941	2,941
Available for Projects	(95,093)	(95,093)	(95,093)	(95,093)	(95,093)	(95,093)	(95,093)	(95,093)
Cumulative Available for Projects and Mitigation Payments	**255,998,980**	**255,903,886**	**255,808,793**	**255,713,700**	**255,618,607**	**255,523,514**	**255,428,421**	**255,333,328**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	-	-	-	-	-	-	-	-

	63 2073	64 2074	65 2075	66 2076	67 2077	68 2078	69 2079	70 2080
TOTAL TAXES GENERATED								
Utah County	(14,363)	(14,363)	(36,862)	(36,862)	(36,862)	(36,862)	(22,499)	(22,499)
Central Utah Water District	(4,673)	(4,673)	(11,993)	(11,993)	(11,993)	(11,993)	(7,320)	(7,320)
Alpine School District	(91,241)	(91,241)	(234,162)	(234,162)	(234,162)	(234,162)	(142,921)	(142,921)
Vineyard Town	(20,146)	(20,146)	(51,704)	(51,704)	(51,704)	(51,704)	(31,557)	(31,557)
North Utah Water Conservancy	(289)	(289)	(741)	(741)	(741)	(741)	(452)	(452)
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	(130,712)	(130,712)	(335,461)	(335,461)	(335,461)	(335,461)	(204,749)	(204,749)
INCREMENTAL TAXES								
Base Taxes Generated	130,712	130,712	335,461	335,461	335,461	335,461	204,749	204,749
Incremental Taxes Generated	(130,712)	(130,712)	(335,461)	(335,461)	(335,461)	(335,461)	(204,749)	(204,749)
Total Taxes Generated	-	-	-	-	-	-	-	-
Incremental Amt to Taxing								
Utah County	(3,591)	(3,591)	(9,215)	(9,215)	(9,215)	(9,215)	(5,625)	(5,625)
Central Utah Water	(1,168)	(1,168)	(2,998)	(2,998)	(2,998)	(2,998)	(1,830)	(1,830)
Alpine School District	(22,810)	(22,810)	(58,540)	(58,540)	(58,540)	(58,540)	(35,730)	(35,730)
Vineyard Town	(5,037)	(5,037)	(12,926)	(12,926)	(12,926)	(12,926)	(7,889)	(7,889)
North Utah Water Conservancy	(72)	(72)	(185)	(185)	(185)	(185)	(113)	(113)
Total Incremental Taxes	(32,678)	(32,678)	(83,865)	(83,865)	(83,865)	(83,865)	(51,187)	(51,187)
RDA BUDGET								
Revenues to RDA:								
Utah County	(10,772)	(10,772)	(27,646)	(27,646)	(27,646)	(27,646)	(16,874)	(16,874)
Central Utah Water	(3,505)	(3,505)	(8,995)	(8,995)	(8,995)	(8,995)	(5,490)	(5,490)
Alpine School District	(68,431)	(68,431)	(175,621)	(175,621)	(175,621)	(175,621)	(107,190)	(107,190)
Vineyard Town	(15,110)	(15,110)	(38,778)	(38,778)	(38,778)	(38,778)	(23,668)	(23,668)
North Utah Water Conservancy	(216)	(216)	(555)	(555)	(555)	(555)	(339)	(339)
Total Revenues	(98,034)	(98,034)	(251,596)	(251,596)	(251,596)	(251,596)	(153,561)	(153,561)
Expenditures:								
Administrative Percent	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*
Administrative	2,941	2,941	7,548	7,548	7,548	7,548	4,607	4,607
Available for Projects	(95,093)	(95,093)	(244,048)	(244,048)	(244,048)	(244,048)	(148,955)	(148,955)
Cumulative Available for Projects and Mitigation Payments	**255,238,235**	**255,143,142**	**254,899,094**	**254,655,047**	**254,410,999**	**254,166,951**	**254,017,997**	**253,869,042**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	-	-	-	-	-	-	-	-

	71 2081	72 2082	73 2083	74 2084	75 2085	76 2086	77 2087	78 2088
TOTAL TAXES GENERATED								
Utah County	(22,499)	(22,499)	(22,499)	(22,499)	(22,499)	(22,499)	(22,499)	(22,499)
Central Utah Water District	(7,320)	(7,320)	(7,320)	(7,320)	(7,320)	(7,320)	(7,320)	(7,320)
Alpine School District	(142,921)	(142,921)	(142,921)	(142,921)	(142,921)	(142,921)	(142,921)	(142,921)
Vineyard Town	(31,557)	(31,557)	(31,557)	(31,557)	(31,557)	(31,557)	(31,557)	(31,557)
North Utah Water Conservancy	(452)	(452)	(452)	(452)	(452)	(452)	(452)	(452)
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)
INCREMENTAL TAXES								
Base Taxes Generated	204,749	204,749	204,749	204,749	204,749	204,749	204,749	204,749
Incremental Taxes Generated	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)
Total Taxes Generated	-	-	-	-	-	-	-	-
Incremental Amt to Taxing								
Utah County	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)
Central Utah Water	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)
Alpine School District	(35,730)	(35,730)	(35,730)	(35,730)	(35,730)	(35,730)	(35,730)	(35,730)
Vineyard Town	(7,889)	(7,889)	(7,889)	(7,889)	(7,889)	(7,889)	(7,889)	(7,889)
North Utah Water Conservancy	(113)	(113)	(113)	(113)	(113)	(113)	(113)	(113)
Total Incremental Taxes	(51,187)	(51,187)	(51,187)	(51,187)	(51,187)	(51,187)	(51,187)	(51,187)
RDA BUDGET								
Revenues to RDA:								
Utah County	(16,874)	(16,874)	(16,874)	(16,874)	(16,874)	(16,874)	(16,874)	(16,874)
Central Utah Water	(5,490)	(5,490)	(5,490)	(5,490)	(5,490)	(5,490)	(5,490)	(5,490)
Alpine School District	(107,190)	(107,190)	(107,190)	(107,190)	(107,190)	(107,190)	(107,190)	(107,190)
Vineyard Town	(23,668)	(23,668)	(23,668)	(23,668)	(23,668)	(23,668)	(23,668)	(23,668)
North Utah Water Conservancy	(339)	(339)	(339)	(339)	(339)	(339)	(339)	(339)
Total Revenues	(153,561)	(153,561)	(153,561)	(153,561)	(153,561)	(153,561)	(153,561)	(153,561)
Expenditures:								
Administrative Percent	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*
Administrative	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607
Available for Projects	(148,955)	(148,955)	(148,955)	(148,955)	(148,955)	(148,955)	(148,955)	(148,955)
Cumulative Available for Projects and Mitigation Payments	**253,720,088**	**253,571,133**	**253,422,178**	**253,273,224**	**253,124,269**	**252,975,314**	**252,826,360**	**252,677,405**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	-	-	-	-	-	-	-	-

	79 2089	80 2090	81 2091	82 2092	83 2093	84 2094	85 2095	86 2096
TOTAL TAXES GENERATED								
Utah County	(22,499)	(22,499)	(22,499)	(22,499)	(22,499)	(22,499)	(22,499)	(22,499)
Central Utah Water District	(7,320)	(7,320)	(7,320)	(7,320)	(7,320)	(7,320)	(7,320)	(7,320)
Alpine School District	(142,921)	(142,921)	(142,921)	(142,921)	(142,921)	(142,921)	(142,921)	(142,921)
Vineyard Town	(31,557)	(31,557)	(31,557)	(31,557)	(31,557)	(31,557)	(31,557)	(31,557)
North Utah Water Conservancy	(452)	(452)	(452)	(452)	(452)	(452)	(452)	(452)
Timpanogos SSD	-	-	-	-	-	-	-	-
Wasatch Mental Health SSD	-	-	-	-	-	-	-	-
North Utah Valley Animal Shelter	-	-	-	-	-	-	-	-
Total	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)
INCREMENTAL TAXES								
Base Taxes Generated	204,749	204,749	204,749	204,749	204,749	204,749	204,749	204,749
Incremental Taxes Generated	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)	(204,749)
Total Taxes Generated	-	-	-	-	-	-	-	-
Incremental Amt to Taxing								
Utah County	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)
Central Utah Water	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)	(1,830)
Alpine School District	(35,730)	(35,730)	(35,730)	(35,730)	(35,730)	(35,730)	(35,730)	(35,730)
Vineyard Town	(7,889)	(7,889)	(7,889)	(7,889)	(7,889)	(7,889)	(7,889)	(7,889)
North Utah Water Conservancy	(113)	(113)	(113)	(113)	(113)	(113)	(113)	(113)
Total Incremental Taxes	(51,187)	(51,187)	(51,187)	(51,187)	(51,187)	(51,187)	(51,187)	(51,187)
RDA BUDGET								
Revenues to RDA:								
Utah County	(16,874)	(16,874)	(16,874)	(16,874)	(16,874)	(16,874)	(16,874)	(16,874)
Central Utah Water	(5,490)	(5,490)	(5,490)	(5,490)	(5,490)	(5,490)	(5,490)	(5,490)
Alpine School District	(107,190)	(107,190)	(107,190)	(107,190)	(107,190)	(107,190)	(107,190)	(107,190)
Vineyard Town	(23,668)	(23,668)	(23,668)	(23,668)	(23,668)	(23,668)	(23,668)	(23,668)
North Utah Water Conservancy	(339)	(339)	(339)	(339)	(339)	(339)	(339)	(339)
Total Revenues	(153,561)	(153,561)	(153,561)	(153,561)	(153,561)	(153,561)	(153,561)	(153,561)
Expenditures:								
Administrative Percent	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*	*3.00%*
Administrative	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607
Available for Projects	(148,955)	(148,955)	(148,955)	(148,955)	(148,955)	(148,955)	(148,955)	(148,955)
Cumulative Available for Projects and Mitigation Payments	**252,528,451**	**252,379,496**	**252,230,541**	**252,081,587**	**251,932,632**	**251,783,678**	**251,634,723**	**251,485,768**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	-	-	-	-	-	-	-	-

	87 2097	88 2098	89 2099
TOTAL TAXES GENERATED			
Utah County	(22,499)	(22,499)	(22,499)
Central Utah Water District	(7,320)	(7,320)	(7,320)
Alpine School District	(142,921)	(142,921)	(142,921)
Vineyard Town	(31,557)	(31,557)	(31,557)
North Utah Water Conservancy	(452)	(452)	(452)
Timpanogos SSD	-	-	-
Wasatch Mental Health SSD	-	-	-
North Utah Valley Animal Shelter	-	-	-
Total	(204,749)	(204,749)	(204,749)
INCREMENTAL TAXES			
Base Taxes Generated	204,749	204,749	204,749
Incremental Taxes Generated	(204,749)	(204,749)	(204,749)
Total Taxes Generated	-	-	-
Incremental Amt to Taxing			
Utah County	(5,625)	(5,625)	(5,625)
Central Utah Water	(1,830)	(1,830)	(1,830)
Alpine School District	(35,730)	(35,730)	(35,730)
Vineyard Town	(7,889)	(7,889)	(7,889)
North Utah Water Conservancy	(113)	(113)	(113)
Total Incremental Taxes	(51,187)	(51,187)	(51,187)
RDA BUDGET			
Revenues to RDA:			
Utah County	(16,874)	(16,874)	(16,874)
Central Utah Water	(5,490)	(5,490)	(5,490)
Alpine School District	(107,190)	(107,190)	(107,190)
Vineyard Town	(23,668)	(23,668)	(23,668)
North Utah Water Conservancy	(339)	(339)	(339)
Total Revenues	(153,561)	(153,561)	(153,561)
Expenditures:			
Administrative Percent	*3.00%*	*3.00%*	*3.00%*
Administrative	4,607	4,607	4,607
Available for Projects	(148,955)	(148,955)	(148,955)
Cumulative Available for Projects and Mitigation Payments	**251,336,814**	**251,187,859**	**251,038,904**
School District Mitigation (amt will vary from year to year based on the type of development that takes place - sample percentage	-	-	-

EXHIBIT B
TO
FIRST AMENDMENT TO
LAND DONATION AND DEVELOPMENT AGREEMENT

Form of Memorandum of Land Donation and Development Agreement

[*Attached*]

WHEN RECORDED, RETURN TO:

Flagborough L.L.C.
Attention: Clay Stephenson
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109
Attn: Clay Stephenson

APN:

MEMORANDUM OF LAND DONATION AND DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF LAND DONATION AND DEVELOPMENT AGREEMENT (this "**Memorandum**") is made and entered into as of this ___ day of _____, 2023 (the "**Effective Date**"), by and among Vineyard City, a Utah municipal corporation ("**City**"), the Vineyard Redevelopment Agency, a political subdivision of the State of Utah (the "**RDA**" or "**Agency**"), and Flagborough L.L.C., a Delaware limited liability company ("**Flagborough**"). The City, RDA, and Flagborough are collectively referred to herein as the "**Parties**".

RECITALS

A. City, RDA, Anderson Geneva, LLC, a Delaware limited liability company ("**AG**"), and Ice Castle Retirement Fund, L.L.C., a Delaware limited liability company ("**Ice Castle**") previously executed that certain Land Donation and Development Agreement, dated May 13, 2020 ("**Original LDDA**" and as amended as described in Recital C below, the "**LDDA**").

B. Ice Castle assigned its rights under the LDDA to AG and AG assigned its right as Developer under the Original LDDA to Flagborough. pursuant to that certain Land Donation and Development Agreement Assignment, dated June 17, 2022.

C. The Parties amended the Original LDDA pursuant to that certain First Amendment to Land Donation and Development Agreement, dated the ___ day of _____, 2023, by and among the City, RDA, and Flagborough.

D. RDA and Flagborough previously entered into that certain Participation Agreement, dated April 12, 2023 ("**Participation Agreement**"), which Participation Agreement supplements the LDDA and triggers the collection period of tax increment funds as contemplated by the LDDA.

AGREEMENT

NOW, THEREORE, for and in consideration as set forth in the LDDA, the Parties hereby agree as follows:

1. Recitals Incorporated. The Recitals set forth above are incorporated herein by this reference.

2. Notice of LDDA. This Memorandum is being recorded to provide notice that the Parties have executed the LDDA, which may be amended from time to time, and which governs

the development of the real property more particularly described on Exhibit A attached hereto ("**Property**"). The LDDA does not apply to any end user of the Property.

3. Miscellaneous. This Memorandum is not intended to modify or change the provisions of the LDDA and is executed solely for the purpose of recording in the Official Public Records of Utah County, Utah, written notice of the LDDA. To the extent of any inconsistency between the LDDA and this Memorandum, the LDDA shall control. This Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

VINEYARD CITY REDEVELOPMENT AGENCY

By:_____
Julie Fullmer, Chair

Attest:

By:_____
Pamela Spencer, Secretary

VINEYARD CITY

By:_____
Julie Fullmer, Mayor

Attest:

By:_____
Pamela Spencer, City Recorder

[*Signatures Continue on the Following Page*]

FLAGBOROUGH:

Flagborough L.L.C.,
a Delaware limited liability company

By: Woodbury Corporation,
a Utah corporation, its Co-Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By:_____
Name: Nate Hutchinson
Title: Co-Manager

OWNER'S CONSENT

Flagship Geneva Park Holdings, LLC, a Utah limited liability company, acknowledges that it owns a portion of the Property subject to the LDDA and hereby consents to the recording of this Memorandum against its property.

Flagship Geneva Park Holdings, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

[*Acknowledgements on Following Page*]

Acknowledgements

STATE OF _____)
):ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2023, by Julie Fullmer, Chair of **Vineyard City Redevelopment Agency**, a political subdivision of the State of Utah, on behalf of such political subdivision.

_____
NOTARY PUBLIC

STATE OF _____)
):ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2023, by Julie Fullmer, Mayor of **Vineyard City**, a Utah municipal corporation, on behalf of such municipal corporation.

_____
NOTARY PUBLIC

STATE OF _____)
):ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2023, by_____, _____ of **Woodbury Corporation**, a Utah corporation on behalf of such company in its capacity as Co-Manager of **Flagborough L.L.C.**, a Delaware limited liability company.

_____
NOTARY PUBLIC

[*Acknowledgements Continue on Following Page*]

STATE OF _____)
):ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2023, by_____, _____ of **Woodbury Corporation**, a Utah corporation on behalf of such company in its capacity as Co-Manager of **Flagborough L.L.C.**, a Delaware limited liability company.

_____
NOTARY PUBLIC

STATE OF _____)
):ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2023, by Nate Hutchinson, Co-Manager of **Flagborough L.L.C.**, a Delaware limited liability company.

_____
NOTARY PUBLIC

STATE OF _____)
):ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2023, by _____, the _____ of **Flagship Geneva Park Holdings, LLC**, a Utah limited liability company.

_____
NOTARY PUBLIC

EXHIBIT A
TO
MEMORANDUM OF LAND DONATION AND
DEVELOPMENT AGREEMENT

Legal Description of the Property

PARCEL 1

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

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH A DISTANCE OF 2194.01 FEET; THENCE WEST A DISTANCE OF 607.08 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING, AND RUNNING THENCE SOUTH 27°15’52”EAST A DISTANCE OF 1662.34 FEET ALONG SAID WESTERLY RAILROAD RIGHT OF WAY; THENCE SOUTH 24°21’37” EAST A DISTANCE OF 600.54 FEET ALONG SAID WESTERLY RAILROAD RIGHT OF WAY; THENCE SOUTH 30°17’44” EAST A DISTANCE OF 1519.89 FEET ALONG SAID WESTERLY RAILROAD RIGHT OF WAY TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD; THENCE THE FOLLOWING TWENTY (20) COURSES ALONG SAID NORTHERLY ROAD RIGHT OF WAY; (1) THENCE SOUTH 80°36’52” WEST A DISTANCE OF 443.72 FEET; (2) THENCE SOUTH 74°24’40” WEST A DISTANCE OF 200.00 FEET; (3) THENCE SOUTH 70°03’10”WEST A DISTANCE OF 657.94 FEET; (4) THENCE NORTH 85°31’26” WEST A DISTANCE OF 44.58 FEET; (5) THENCE SOUTH 79°57’25” WEST A DISTANCE OF 101.37 FEET; (6) THENCE SOUTH 20°11’16” WEST A DISTANCE OF 77.15 FEET; (7) THENCE SOUTH 74°24’40” WEST A DISTANCE OF 190.81 FEET TO A POINT OF CURVATURE OF A 1447.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; (8) 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 NORTH 67°12’48” WEST A DISTANCE OF 1797.25 FEET; (9) THENCE NORTH 10°50’58” WEST A DISTANCE OF 33.53 FEET; (10) THENCE NORTH 26°42’04” WEST A DISTANCE OF 43.55 FEET; (11) THENCE NORTH 49°42’09” WEST A DISTANCE OF 24.28 FEET TO A POINT OF CURVATURE OF A 1447.50-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (12) 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 NORTH 12°28’33” WEST A DISTANCE OF 625.40 FEET; (13) THENCE NORTH A DISTANCE OF 1273.27 FEET TO A POINT OF CURVATURE OF A 43.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; (14) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.54 FEET, SAID CURVE HAVING CENTRAL ANGLE OF 90°00’00” AND A CORD THAT BEARS NORTH 45°00’00” EAST A DISTANCE OF 60.81 FEET; (15) THENCE EAST A DISTANCE OF 5.00 FEET; (16)

THENCE NORTH A DISTANCE OF 105.00 FEET; (17) THENCE WEST A DISTANCE OF 9.00 FEET TO A POINT OF CURVATURE OF A 39.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; (18) 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 NORTH 45°00’00” WEST A DISTANCE OF 55.15 FEET; (19) THENCE NORTH A DISTANCE OF 1065.34 FEET TO A POINT OF CURVATURE OF A 3447.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; (20) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 578.86 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°37’13” AND A CHORD THAT BEARS NORTH 04°48’37” EAST A DISTANCE OF 578.18 FEET; THENCE NORTH 81°32’42” EAST A DISTANCE OF 149.82 FEET; THENCE SOUTH 49°36’54” EAST A DISTANCE OF 543.23 FEET; THENCE SOUTH A DISTANCE OF 521.76 FEET; THENCE EAST A DISTANCE OF 702.05 FEET; THENCE NORTH 62°44’08” EAST A DISTANCE OF 395.55 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

CENTRAL UTAH WATER CONSERVANCY DISTRICT WELL PARCEL #2, ENTRY NO. 31523-2018 IN THE OFFICIAL RECORDS OF THE UTAH CONTY RECORDER’S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE WEST A DISTANCE OF 537.44 FEET; THENCE SOUTH A DISTANCE OF 2438.28 FEET TO THE REAL POINT OF BEGINNING; THENCE S.27°15'23"E. A DISTANCE OF 100.00 FEET; THENCE S.62°44'08"W. A DISTANCE OF 100.00 FEET; THENCE N.27°15'23"W. A DISTANCE OF 100.00 FEET; THENCE N.62°44'08"E. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

ALSO LESS AND EXCEPTING THE FOLLOWING:

4 SE1/4 OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE WIDENING OF VINEYARD CONNECTOR KNOWN AS PROJECT NO. S-R399(386). THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE EXISTING NORTHERLY HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE OF VINEYARD CONNECTOR AT A POINT 50.50 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 508+35.80,

WHICH POINT IS 281.30 FEET S.89°23'11"W. ALONG THE SECTION LINE AND 2019.77 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 7; AND RUNNING THENCE N.35°25'44"E. 99.50 FEET TO A POINT IN SAID NORTHERLY HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE AT A POINT 113.09 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 507+58.46; THENCE ALONG SAID NORTHERLY HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) S.20°11'16"W. 77 .15 FEET; (2) THENCE S. 7 4 °24'40"W. 32.24 FEET TO THE POINT OF BEGINNING.

(ROTATE ABOVE BEARINGS 00°00’05” COUNTERCLOCKWISE TO EQUAL HIGHWAY BEARINGS).

ALSO LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SW1/4 NE1/4 AND THE NW1/4 SE1/4 OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE WIDENING OF VINEYARD CONNECTOR KNOWN AS PROJECT NO. S-R399(386). THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE OF SAID PROJECT WHICH POINT IS 232.35 FEET SOUTH AND 2166.89 FEET WEST AND 4932.368 FEET SOUTH FROM THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N.68°07'09"E. 69.43 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS OF 1376.00 FEET AT A POINT 122.00 FEET RADIALLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 531 +85.00; THENCE SOUTHEASTERLY ALONG SAID CURVE WITH AN ARC LENGTH OF 192.90 FEET, CHORD BEARS S.25°53'49"E. 192.74 FEET TO A POINT 122.00 FEET RADIALLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 529+ 75.00; THENCE S.60°05'13"W. 69.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 1447.50 FEET AND A POINT IN THE EXISTING HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE OF SAID PROJECT; THENCE ALONG SAID EXISTING HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) NORTHWESTERLY ALONG SAID CURVE WITH AN ARC LENGTH OF 26.65 FEET, CHORD BEARS N.29°21 '55"W. 26.65 FEET; (2) THENCE N.10°50'58"W. 33.53 FEET; (3) THENCE N.26°42'04"W. 43.55 FEET; (4) THENCE N.49°42'09"W. 24.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 1447.50 FEET; (5) THENCE NORTHWESTERLY ALONG SAID CURVE WITH AN ARC LENGTH OF 77.81 FEET, CHORD BEARS N.23°24'42"W. 77.80 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(ROTATE ABOVE BEARINGS 00°00’05” COUNTERCLOCKWISE TO EQUAL HIGHWAY

BEARINGS).

PARCEL 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, BEING A PART OF LOTS 3 AND 4, GENEVA PARK WEST, A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MARCH 14, 2013 AS ENTRY NO. 24721:2013, AS MAP NO. 13836, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH A DISTANCE OF 1259.12 FEET; THENCE WEST A DISTANCE OF 2275.33 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT BEING A POINT OF CURVATURE OF A 3552.50-FOOT RADIUS NON- TANGENT CURVE TO THE LEFT, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING, AND RUNNING THENCE THE FOLLOWING TWELVE (12) COURSES ALONG SAID WESTERLY RIGHT OF WAY; (1) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 848.61 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°41’12” AND A CHORD THAT BEARS SOUTH 06°50’36” WEST A DISTANCE OF 846.60 FEET; (2) THENCE SOUTH A DISTANCE OF 1073.34 FEET TO A POINT OF CURVATURE OF A 43.00-FOOTRADIUS TANGENT CURVE TO THE RIGHT; (3) THENCE SOUTHWESTERLY 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 SOUTH 45°00’00” WEST A DISTANCE OF 60.81 FEET; (4) THENCE WEST A DISTANCE OF 5.00 FEET; (5) THENCE SOUTH A DISTANCE OF 81.00 FEET; (6) THENCE EAST A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE OF A 43.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; (7) THENCE SOUTHEASTERLY 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 SOUTH 45°00’00” EAST A DISTANCE OF 60.81 FEET; (8) THENCE SOUTH A DISTANCE OF 1285.27 FEET TO A POINT OF CURVATURE OF A 1552.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; (9) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 681.71 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°09’32” AND A CHORD THAT BEARS SOUTH 12°34’46” EAST A DISTANCE OF 676.25 FEET; (10) THENCE SOUTH 00°51’18” WEST A DISTANCE OF 22.50 FEET; (11) THENCE SOUTH 26°42’04” EAST A DISTANCE OF 43.76 FEET; (12) SOUTH 48°55’21” EAST A DISTANCE OF 27.98 FEET; THENCE SOUTH 89°38’57” WEST A DISTANCE OF 556.95 FEET; THENCE NORTH 04°32’46” EAST A DISTANCE OF 1286.21 FEET; THENCE NORTH 08°52’57” WEST A DISTANCE OF 1042.47 FEET; THENCE NORTH 08°31’48” EAST A DISTANCE OF 351.11 FEET; THENCE NORTH 11°31’05” EAST A DISTANCE OF 1516.27 FEET; THENCE SOUTH 78°28’55” EAST A DISTANCE OF 177.87 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN LOT 4, OF GENEVA PARK WEST SUBDIVISION ACCORDING TO THE

OFFICIAL PLAT THEREOF RECORDED MARCH 14, 2013 AS ENTRY NO. 24721 :2013, IN THE OFFICE OF THE UTAH COUNTY RECORDER, A SUBDIVISION IN THE SW1/4 NE1/4 AND THE NW1/4 SE1/4 OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE WIDENING OF VINEYARD CONNECTOR KNOWN AS PROJECT NO. S-R399(386). THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING WESTERLY HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE OF SAID PROJECT WHICH POINT IS 48.50 FEET WEST AND 1788.20 FEET NORTH FROM THE NORTHWEST CORNER OF LOT 3 OF SAID GENEVA PARK WEST SUBDIVISION AT A POINT 59.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 551+87.15; AND RUNNING THENCE NORTH 377.85 FEET TO A POINT 59.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 555+65.00; THENCE N.05°42'39"E. 65.32 FEET TO A POINT IN SAID EXISTING WESTERLY HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE OF SAID PROJECT AT A POINT 52.50 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 556+30.00; THENCE ALONG SAID EXISTING WESTERLY HIGHWAY RIGHT OF WAY AND LIMITED ACCESS LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 420.11 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 43.00 FEET; (2) THENCE SOUTHERLY ALONG SAID CURVE WITH AN ARC LENGTH OF 23.95 FEET, CHORD BEARS S.15°57'27"W. 23.64 FEET; TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(ROTATE ABOVE BEARINGS 00°00’05” COUNTERCLOCKWISE TO EQUAL HIGHWAY BEARINGS).

PARCEL 3

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, BEING A PART OF LOT 4, GENEVA PARK WEST, A SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MARCH 14, 2013 AS ENTRY NO. 24721:2013, AS MAP NO. 13836, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH A DISTANCE OF 1181.04 FEET; THENCE WEST A DISTANCE OF 2255.37 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING, AND RUNNING THENCE NORTH 78°28’55” WEST A DISTANCE OF 181.83 FEET; THENCE NORTH 11°31’05” EAST A DISTANCE OF

164.67 FEET; THENCE NORTH 04°54’22” WEST A DISTANCE OF 349.21 FEET; THENCE SOUTH 64°07’09” EAST A DISTANCE OF 341.02 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY, SAID POINT ALSO BEING A POINT OF CURVATURE OF A 3552.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 418.25 FEET ALONG SAID WESTERLY RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 06°44’44” AND A CHORD THAT BEARS SOUTH 18°21’34” WEST A DISTANCE OF 418.01 FEET TO THE POINT OF BEGINNING.

PARCEL 4

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

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE WEST A DISTANCE OF 1898.33 FEET; THENCE SOUTH A DISTANCE OF 120.89 FEET TO A POINT ON THE FUTURE VINEYARD CONNECTOR WESTERLY RIGHT OF WAY, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING,

AND RUNNING THENCE SOUTH 25°52'51" WEST A DISTANCE OF 438.24 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 ALONG SAID WESTERLY RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 02°24'01" AND A CHORD THAT BEARS SOUTH 24°40'51" WEST A DISTANCE OF 152.05 FEET; THENCE NORTH 64°07'09" WEST 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 NORTH 31 °27'09" WEST A DISTANCE OF 161.93 FEET; THENCE NORTH 01°12'51" EAST 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 NORTH 26°38'41" WEST A DISTANCE OF 327.11 FEET; THENCE NORTH 89°37'51" EAST A DISTANCE OF 430.06 FEET; THENCE SOUTH A DISTANCE OF 108.66 FEET; THENCE NORTH 89°37'52" EAST A DISTANCE OF 120.03 FEET TO THE POINT OF BEGINNING.

PARCEL 5

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

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH A DISTANCE OF 2194.01 FEET; THENCE WEST A DISTANCE OF 607.08 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING.

THENCE S.62°44'08"W. A DISTANCE OF 395.55 FEET; THENCE WEST A DISTANCE OF 702.05 FEET; THENCE NORTH A DISTANCE OF 521.76 FEET; THENCE N.49°36'54"W. A DISTANCE OF 543.23 FEET; THENCE S.81°32'42"W. A DISTANCE OF 149.82 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE FUTURE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING A POINT OF CURVATURE OF A 3447.50-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 578.86 FEET ALONG SAID EASTERLY RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 09°37'13" AND A CHORD THAT BEARS N.14°25'51"E. A DISTANCE OF 578.18 FEET; THENCE N.39°12'01"E. A DISTANCE OF 409.65 FEET ALONG SAID EASTERLY RIGHT OF WAY; THENCE N.25°52'51"E. A DISTANCE OF 460.93 FEET ALONG SAID EASTERLY RIGHT OF WAY TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE S.27°15'52"E. A DISTANCE OF 2207.89 FEET ALONG SAID WESTERLY RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.
CONTAINING 38.60 ACRES OF LAND

LESS AND EXCEPTING THE FOLLOWING:

CENTRAL UTAH WATER CONSERVANCY DISTRICT WELL PARCEL #1, ENTRY NO. 31523-2018 IN THE OFFICIAL RECORDS OF THE UTAH CONTY RECORDER'S OFFICE.

PARCEL 6

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

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH A DISTANCE OF 1181.04 FEET; THENCE WEST A DISTANCE OF 2255.37 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.14°20'12"W. A DISTANCE OF 80.60 FEET ALONG SAID WESTERLY RIGHT OF WAY; THENCE N.78°28'55"W. A DISTANCE OF 177.87 FEET; THENCE N.11°31'05"E. A DISTANCE OF 80.50 FEET; THENCE S.78°28'55"E. A DISTANCE OF 181.83 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.33 ACRES OF LAND

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13th, 2023

Agenda Item: 9.4 Shade Sail Designs

Department: Parks and Recreation Department

Presenter: Brian Vawdrey

Background/Discussion: The Vineyard City Council has received feedback from multiple residents wanting shade sails at local city parks. With how popular the splash pad gets in the summer months, it can be hard for parents to find a shaded area to sit. In addition, the playground equipment at Vineyard City parks get very hot due to no sun protection. Due to this demand, budget has been approved to install shade sails at Vineyard Grove Park and Penny Springs Park during the 2023-2024 fiscal year. Staff is seeking for approval from the City Council regarding the recommendations from Staff and the ARCH Commission for the shape, color, location, and quantity of shades sails.

Fiscal Impact: $400,000. This amount has already been approved by City Council for the 2023-2024 fiscal year. This includes the design, purchase, and installation of shade sails at Vineyard Grove Park and Penny Springs Park.

Recommendation: Staff and the ARCH Commission recommends the shade sails be triangular in shape over the playgrounds and rectangular in shape over bench areas. The triangular-shaped shade sails can help reduce overall cost to the project due to less poles needed, compared to rectangular-shaped sails. In addition, triangular-shaped sails may help with wind dispersion, easement of replacing if damaged, and improved appearance. Staff recommends the poles to match the color of the pavilion poles at each park. Staff recommends the shades to be blue in color.

Staff and ARCH Commission recommends that shade sails be placed in the following locations and prioritized as follows:

1) Large area in blue with the playground and spider web type structure at Grove Park
2) Playground structure at Penny Springs Park
3) Bench areas (priority to two north bench areas at Grove Park and then two north bench areas at Penny Springs Park)

The fourth priority from the ARCH Commission was to place trees in locations where shade sails aren't necessary so that shade can result at a lower cost.

Sample Motion:
I move to recommend the Shade Sail Design as presented by staff.

Attachments:
Preliminary Pricing Summary
Grove Park Design
Penny Springs Park Design

PENNY SPRINGS AND GROVE PARK PRELIMINARY PRICING SUMMARY								
	PENNY SPRINGS	**QTY**	**UNIT**	**VENDOR 1**	**VENDOR 2**	**VENDOR 3**	**UNIT PRICE**	**ESTIMATED**
1	10'x20' SHADE SAIL	2	EA.	$ 99,376.00	$ 49,187.39	$ 26,975.00		
2	TRIPLE SHADE SAIL	1	EA.	$ 197,898.00	$ 92,147.61	$ 131,219.00		
			SUBTOTAL=	**$ 297,274.00**	**$ 131,012.20**	**$ 158,194.00**		
	PENNY SPRINGS ADDITIONAL COSTS							
3	MOBILIZATION	1	LS.				$ 8,188.70	$ 8,188.70
4	DEMO/CLEAR & GRUB	800	SF.				$ 2.00	$ 1,600.00
5	REPAIR/REPLACE SURFACING	260	SF.				$ 3.00	$ 780.00
6	REPAIR/REPLACE LANDSCAPE	340	SF.				$ 5.00	$ 1,700.00
7	REPAIR/REPLACE IRRIGATION	1000	SF.				$ 1.50	$ 1,500.00
							SUBTOTAL =	**$ 13,768.70**
						PENNY SPRINGS ESTIMATED SUBTOTAL =		**$ 194,175.09**
							Contigency (15%)=	**$ 29,126.26**
						PENNY SPRINGS ESTIMATED TOTAL =		**$ 223,301.36**
	GROVE PARK							
8	10'x20' SHADE SAIL	2	EA.	$ 104,125.00	$ 46,916.00	$ 26,975.00		
9	TRIPLE SHADE SAIL	1	EA.	$ 183,781.00	$ 120,324.00	$ 121,645.00		
			SUBTOTAL=	**$ 287,906.00**	**$ 154,740.00**	**$ 148,620.00**		
	GROVE PARK ADDITIONAL COSTS							
10	MOBILIZATION	1	LS.				$ 8,146.00	$ 8,146.00
11	DEMO/CLEAR & GRUB	1000	SF.				$ 2.00	$ 2,000.00
12	NEW TREES	12	EA.				$ 650.00	$ 7,800.00
13	REPAIR/REPLACE SOD	1000	SF.				$ 3.00	$ 3,000.00
14	REPAIR/REPLACE IRRIGATION	1000	SF.				$ 1.50	$ 1,500.00
							SUBTOTAL =	**$ 22,446.00**
						GROVE PARK ESTIMATED SUBTOTAL =		**$ 191,007.00**
							Contigency (15%)=	**$ 28,651.05**
						GROVE PARK ESTIMATED TOTAL =		**$ 219,658.05**
*Shown prices are preliminary and estimated only. They do not represent actual bid pricing. Prices do not include sales tax.								



(2) 10'x20' CANTILEVERED SHADE SAIL CANOPIES

NEW TREE, TYP.

(1) TRIPLE SAIL SHADE CANOPY W/
OPTIONAL EXTENSION

PLAN VIEW

blu line designs

8719 S. Sandy Parkway
Sandy, UT 84070

p 801.913.7994

Grove Park Shade Sail Concept

Scale: 1" = 40'-0"

0 20 40 80 120

n



PLAN VIEW

blū line designs
8719 S. Sandy Parkway
Sandy, UT 84070
p 801.913.7994

Penny Springs Park Shade Sail Concept

Scale: 1" = 20'-0"

0 10 20 40 60

n

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: 9.5 Vineyard City Fiscal Year 2023 – 2024 Budget

Amendment #2 Department: Finance

Presenter: David Mortensen, Finance Director

Background/Discussion:

Utah Code Section 10-6-128 allows for the amendment of the City's budget up until the last day of the fiscal year for which the budget applies. City Staff recommends the amendment of the Vineyard City Fiscal Year 2023 – 2024 Budget for various items as outlined in the attached detail worksheet.

Fiscal Impact:

General Fund: $32,623
Capital Projects Fund: -$90,000 (reduction of expenses)
Water Fund: $5,647
Sewer Fund: $1,980
Storm Water Fund: $1,904
Transportation Fund: $1,899
Internal Services Fund: $9,600

Recommendation:

Approval of the resolution.

Sample Motion:

I move to approve the Vineyard City Fiscal Year 2023 – 2024 Budget Amendment #2 as presented by staff.

Attachments:

Resolution 2023-56
Vineyard City Fiscal Year 2023 – 2024 Budget Amendment #2 detail

RESOLUTION NO. 2023-56

A RESOLUTION AMENDING THE VINEYARD CITY BUDGET FOR THE 2023-2024 FISCAL YEAR.

WHEREAS, the City Council of Vineyard, Utah has previously adopted a budget for the 2023-2024 fiscal year in accordance with the Utah Fiscal Procedures Act for cities; and

WHEREAS, the city needs to now amend that adopted said budget; and

WHEREAS, a public hearing was held on the 13th day of December 2023, on the proposed amendments to the 2023-2024 fiscal year budget for the city of Vineyard, Utah.

NOW THEREFORE BE IT RESOLVED BY THE VINEYARD CITY COUNCIL AS FOLLOWS:

1. The attached exhibit A shows the amendments to the Fiscal Year 2023-2024 budget for the city of Vineyard, Utah.

2. This resolution shall take effect upon passing.

Passed and dated this 13th day of December 2023.

_____
Mayor Julie Fullmer

Attest:

_____
Heidi Jackman, Deputy Recorder

Vineyard City
Fiscal Year 2023 - 2024 Budget Amendment #2

General Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
	Beginning Fund Balance Appropriation	1,146,307	1,178,930	32,623	Fund Balance Appropriation Adjustment
			Total Revenue Adjustment	**$ 32,623**	
10.0101.4002	Mayor & Council - Part-Time Wages	$ 92,708	$ 112,708	$ 20,000	Personnel Compensation Adjustments
10.0201.4001	City Manager - Full-Time Wages	80,983	96,835	15,852	Personnel Compensation Adjustments
10.0201.4007	City Manager - Car Allowance	3,600	3,950	350	Personnel Compensation Adjustments
10.0201.4008	City Manager - Compensation Adjustments	979	1,171	192	Personnel Compensation Adjustments
10.0201.4051	City Manager - Retirement & Taxes	19,306	23,086	3,780	Personnel Compensation Adjustments
10.1801.4301	Non-Departmental - Contract Services	45,500	115,500	70,000	Economic Development
10.1801.6049	Non-Departmental - Transfer to Capital Projects Fund	850,000	760,000	(90,000)	Transfer Adjustment
10.1801.6052	Non-Departmental - Transfer to Wastewater Fund	10,196	12,177	1,981	Transfer Adjustment
10.1801.6053	Non-Departmental - Transfer to Stormwater Fund	25,562	27,466	1,904	Transfer Adjustment
10.1801.6054	Non-Departmental - Transfer to Transportation Fund	928,110	930,009	1,899	Transfer Adjustment
10.1801.6061	Non-Departmental - Transfer to Internal Service Fund	847,300	853,965	6,665	Transfer Adjustment
			Total Expenditure Adjustment	**$ 32,623**	
			Total General Fund	**$ -**	

Capital Projects Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
	Transfer From General Fund		$ (90,000)	$ (90,000)	Transfer Adjustment
			Total Revenue Adjustment	**$ (90,000)**	
49.4901.4651	Capital Expense		$ (90,000)	$ (90,000)	Reduce Council Directed Projects
			Total Expenditure Adjustment	**$ (90,000)**	
			Total Capital Projects Fund	**$ -**	

Vineyard City
Fiscal Year 2023 - 2024 Budget Amendment #2

Water Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
	Beginning Fund Balance Appropriation	$ 43,797	$ 49,444	$ 5,647	Fund Balance Appropriation Adjustment
			Total Revenue Adjustment	**$ 5,647**	
51.5101.4001	Full-Time Wages	$ 437,576	$ 440,973	$ 3,397	Personnel Compensation Adjustments
51.5101.4008	Compensation Adjustments	5,391	5,432	41	Personnel Compensation Adjustments
51.5101.4051	Retirement & Taxes	106,907	107,717	810	Personnel Compensation Adjustments
51.5101.6061	Transfer to Internal Service Fund	257,435	258,834	1,399	Transfer Adjustment
			Total Expense Adjustment	**$ 5,647**	
			Total Water Fund	**$ -**	

Sewer Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
52.5201.5010	Transfer From General Fund	$ 10,196	$ 12,177	$ 1,981	Transfer Adjustment
			Total Revenue Adjustment	**$ 1,981**	
52.5201.4001	Full-Time Wages	$ 233,966	$ 235,098	$ 1,132	Personnel Compensation Adjustments
52.5201.4008	Compensation Adjustments	2,850	2,863	13	Personnel Compensation Adjustments
52.5201.4051	Retirement & Taxes	56,932	57,202	270	Personnel Compensation Adjustments
52.5201.6061	Transfer to Internal Service Fund	142,487	143,052	565	Transfer Adjustment
			Total Expense Adjustment	**$ 1,980**	
			Total Sewer Fund	**$ 1**	

Vineyard City
Fiscal Year 2023 - 2024 Budget Amendment #2

Stormwater Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
53.5301.5010	Transfer From General Fund	$ 25,562	$ 27,466	$ 1,904	Transfer Adjustment
			Total Revenue Adjustment	**$ 1,904**	
53.5301.4001	Full-Time Wages	$ 169,905	$ 171,038	$ 1,133	Personnel Compensation Adjustments
53.5301.4008	Compensation Adjustments	2,071	2,084	13	Personnel Compensation Adjustments
53.5301.4051	Retirement & Taxes	41,205	41,475	270	Personnel Compensation Adjustments
53.5301.6061	Transfer to Internal Service Fund	90,259	90,747	488	Transfer Adjustment
			Total Expense Adjustment	**$ 1,904**	
			Total Stormwater Fund	**$ -**	

Transportation Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
54.5401.5010	Transfer From General Fund	$ 928,110	$ 930,009	$ 1,899	Transfer Adjustment
			Total Revenue Adjustment	**$ 1,899**	
54.5401.4001	Full-Time Wages	$ 146,941	$ 148,073	$ 1,132	Personnel Compensation Adjustments
54.5401.4008	Compensation Adjustments	1,831	1,845	14	Personnel Compensation Adjustments
54.5401.4051	Retirement & Taxes	35,816	36,086	270	Personnel Compensation Adjustments
54.5401.6061	Transfer to Internal Service Fund	213,519	214,002	483	Transfer Adjustment
			Total Expense Adjustment	**$ 1,899**	
			Total Transportation Fund	**$ -**	

Vineyard City
Fiscal Year 2023 - 2024 Budget Amendment #2

Internal Services Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
61.6101.5010	Transfer From General Fund	$ 847,300	$ 853,965	$ 6,665	Transfer Adjustment
61.6101.5051	Transfer From Water Fund	257,435	258,834	1,399	Transfer Adjustment
61.6101.5052	Transfer From Sewer Fund	142,487	143,052	565	Transfer Adjustment
61.6101.5053	Transfer From Stormwater Fund	90,259	90,747	488	Transfer Adjustment
61.6101.5054	Transfer From Transportation Fund	213,519	214,002	483	Transfer Adjustment
		Total Revenue Adjustment		**$ 9,600**	
61.6105.4355	HR - Miscellaneous	37,400	47,000	9,600	Personnel Recruitment Costs
		Total Expense Adjustment		**$ 9,600**	
		Total Internal Service Fund		**$ -**	

Legend:

New budget request
Adjustment of transfer from one fund to another fund
Adjustment of beginning fund balance appropriation

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: 9.6 Consolidated Fee Schedule

Department: Finance

Presenter: David Mortensen, Finance Director

Background/Discussion:
Utah Code section 10-3-17 authorizes cities to create, amend, and set a fee schedule appropriate for the services rendered by the municipality by way of a resolution. The provided attachment shows recommended changes to Vineyard's current fee schedule to assure our fees are up to date. The specific amendments being considered at this meeting include various additions and removals in the sections involving code enforcement, land use application fees, building permit fees, pass-through fees, and water department fees. There are also formatting and clarifying language adjustments throughout the document. Details of all the changes can be found in the attached redline version of the fee schedule document.

The changes would be effective immediately.

Fiscal Impact:
The fee amendments included in this update would increase revenues to help support the corresponding services offered by the City, including code enforcement, community development, engineering, public works, building inspection, and water distribution.

Recommendation:
The Finance Department recommends accepting all changes as they are presented in the attachment.

Sample Motion:
I move to adopt, by Resolution, the amended Consolidated Fee Schedule as presented.

Attachments:
Resolution 2023-53
Consolidated Fee Schedule – Amended

RESOLUTION NO. 2023-53

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, Section 10-3-717 UCA authorizes cities to establish the amounts of fees to be charged for municipal services to be set by resolution, and

WHEREAS, The City Ordinances, in various locations, provides for the establishment of fee amounts for certain municipal services, by resolution of the City Council.

WHEREAS, a Public Hearing was duly noticed and was held on the 8th day of November 2023 on the proposed amendments.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD, UTAH AS FOLLOWS:

Section 1. The City Council hereby adopts the amended Consolidated Fee Schedule, which is attached hereto and incorporated herein by reference.

Section 2. A copy of the Consolidated Fee Schedule shall be placed in the Vineyard City Offices and be available for review.

Section 3. This resolution shall take effect upon passage.

Section 4. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 13th day of December 2023.

APPROVED:

_____
Julie Fullmer, Mayor

ATTEST:

_____
Heidi Jackman, Deputy Recorder

Consolidated Fee Schedule
2023-2024 Fiscal Year

Administrative 2

Recreation..... 3

Utilities 5

Sanitation 6

Facilities Rental 6

Special Event Permit..... 8

Code Enforcement Fees..... 8

Business Licensing 9

Land Use Applications 10

Building Permit Fees ..... 1~~3~~2

Building Inspection Fees ..... 1~~4~~3

Impact Fees ..... 1~~5~~4

Pass Through Fees ..... 1~~5~~4

Water Department Fees ..... 1~~6~~5

VINEYARD
STAY CONNECTED

ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after first 15 minutes (based on lowest paid employee working on the request) Copies $0.10 per page
Returned Checks	$14
Colored Map Copies – 8 ½ x 11	$3.00
Black and White Map Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	$60
Administrative Citation	$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	$35
Candidate Late Financial Disclosure Statement	$50
City Offense Fines	Class B misdemeanor—not to exceed $1,000 Class C misdemeanor or infraction—not to exceed $750
Sixteen-Year-Old Curfew (Class C)	$75
Eighteen-Year-Old-Curfew (Class C)	$75
Parent Liability (Class C)	$125
Prohibited Travel on Trails (Infraction)	$40
Leash Requirement (Infraction)	$40
Sleeping on Public Property (Class C)	$75
Camping Prohibited (Class C)	$75
Unlawful Parking (Infraction)	$40

Parking w/Snow Present (Infraction)	$40
Driving or Riding on Sidewalk (Infraction)	$40
Engine Brake Restriction (Class C)	$75
Hours of Operation (Infraction)	$75
Fires and Campfires (Class C)	$125
Annual Overnight Parking Permit Fee ~~(Purchased Jan – June)~~(Amount may be prorated per month)	$60
~~Annual Overnight Parking Permit Fee (Purchased Jul – Dec)~~	~~$30~~
Replacement Parking Permit Fee	$25

Commented [DM1]: Changed from posted version.

Commented [DM2]: Changed from posted version.

Commented [DM3]: Changed from posted version.

RECREATION FEES

3v3 Adult Soccer	Team - $250 Individual - $50
3v3 Adult Soccer Tournament	Team - $80 Individual - $20
3v3 Basketball Tournament	Team - $80 Individual - $20
Adult Flag Football	Team - $500 Individual - $50
Adult Kickball Tournament	Team - $150 Individual - $20
Adult Pickleball	$50
Adult Soccer	Team - $500 Individual - $50
Adult Soccer Tournament	Team - $160 Individual - $20
Adult Tennis Clinic	$50
Adult Tennis Tournament	$50
Adult Volleyball	Team - $350

	Individual - $50
Adult Ultimate Frisbee	Team - $350 Individual - $50
Cornhole Tournament	Team - $30 Individual - $15
CUTA Tennis	$100
E-Sports	$50
Exercise Class	$50
Pickleball Tournament	Team - $30 Individual - $15
Race Registration	5k/10k - $20 Kids 1k - $10 Family Rate $45 per household Group Rate - $15 per person
Race T-Shirts	$10
Senior Program	$50
Spikeball Tournament	Team - $30 Individual - $15
Sports Trivia/Fantasy Class	$50
Toddler Sports Clinic	$60
Virtual Races	$25
Youth Arts	$50
Youth Baseball Clinic	$50
Youth Basketball Clinic	$50
Youth Coach Pitch	$50
Youth Flag Football	$50
Youth Jr Jazz Basketball	$100
Youth Kickball	$50
Youth Machine Pitch	$70
Youth Pickleball Programs	$50
Youth Soccer Programs	$70
Youth T-Ball	$50
Youth Tennis Clinic	$50

Youth Ultimate Frisbee	$50
Youth Volleyball	$80
Youth Wrestling	$50
Youth Cross Country	$70
Youth Golf	$70
Bingo	$10
Additional Non-Resident Fee	Team - $50 Individual - $10
Late Registration	$50 – Team $10 - Individual
Recreation Program Cancellation Fee	Up to 100% of Registration Cost (No Refund of Race Registrations)

UTILITY USE FEES

Water Base Rate ¾" Meter	$29.80 first 5,000 gallons
Water Base Rate 1" Meter	$41.72 first 5,000 gallons
Water Base Rate 1 ½" Meter	$53.64 first 5,000 gallons
Water Base Rate 2" Meter	$86.42 first 5,000 gallons
Water Base Rate 3" Meter	$327.79 first 5,000 gallons
Water Base Rate 4" Meter	$425.13 first 5,000 gallons
Water Base Rate 6" Meter	$625.78 first 5,000 gallons
Water Base Rate 8" Meter	$834.37 first 5,000 gallons
Water Multi-Family Residential Base Rate	$17.50 per unit
Residential Water Usage Rates: Tier 1 (5,001 – 15,000) Tier 2 (15,001– 30,000~~+~~) Tier 3 (30,001 – 50,000) Tier 4 (50,001+)	 $1.95 per 1,000 gallons $2.23 per 1,000 gallons $2.75 per 1,000 gallons $3.03 per 1,000 gallons

Commercial Water Usage Rates: Tier 1 (5,001 – 30,000) Tier 2 (30,001 – 100,000) Tier 3 (100,001+)	 $1.95 per 1,000 gallons $2.75 per 1,000 gallons $3.03 per 1,000 gallons
Sewer Base Rate	$17.94
Sewer Multi-Family Residential Base Rate	$10 per unit
Sewer Usage Rate	$3.64 per 1,000 gallons
Transportation Utility	$3.50 Per ERU
Storm Water Utility	$5 Per ERU

SANITATION FEES

90-Gallon Residential Can	$13
Second 90-Gallon Residential Can	$8
Recycling Can	$6
Replacement Can	$90
Replacement Can – no-fault	$45

FACILITIES RENTAL FEES

Council Chambers Rental	$75 per hour for Resident, $150 per hour for Non-Resident
Council Chambers Cleaning Deposit	$75 for Resident, $150 for Non-Resident
Small Park Pavilion Rental	$40 for Resident, $80 for Non-Resident
Small Park Pavilion Cleaning Deposit	$40 for Resident, $80 for Non-Resident
Large Park Pavilion Rental	$75 for Resident, $150 for Non-Resident
Large Park Pavilion Cleaning Deposit	$75 for Resident, $150 for Non-Resident
Special Event Rental Deposit	$300
Multi-Day Special Event Rental Deposit	$500 per day
Pavilion Rental Cancellation Fee	Up to 100% of reservation cost

Hourly Field Rental at Gammon Park (Monday—Thursday)	$300 Deposit + $20 for Residents, $40 for Non-Resident or Holiday Reservations
4 Hour Field Rental at Gammon Park (Monday—Thursday)	$300 Deposit + $75 for Residents, $150 for Non-Resident or Holiday Reservations
Hourly Field Rental at Gammon Park (Weekend)	$300 Deposit + $30 for Residents, $60 for Non-Residents or Holiday Reservations
4 Hour Field Rental at Gammon Park (Weekend)	$300 Deposit + $100 for Residents, $200 for Non-Residents or Holiday Reservations
All other parks, Single Soccer Hourly Field Rental (Monday – Thursday)	$300 Deposit + $40 for Residents, $80 for Non-Resident or Holiday Reservations
All other parks, Single Soccer 4 Hour Field Rental (Monday – Thursday)	$300 Deposit + $150 for Residents, $300 for Non-Resident or Holiday Reservations
All other parks, Single Soccer Hourly Field Rental (Weekend)	$300 Deposit + $60 for Residents, $120 for Non-Residents or Holiday reservations
All other parks, Single Soccer 4 Hour Field Rental (Weekend)	$300 Deposit + $200 for Residents, $400 for Non-Residents or Holiday reservations
Hourly Rental per Soccer Goal Set	$10 for Residents, $20 for Non-Residents
Hourly Rental per Soccer Corner Flag Set	$10 for Residents, $20 for Non-Residents
Court Rental	$25 per hour per court
Pickleball Net Rental	$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to $300
Outdoor Basketball Court Rental	$25 per hour per ½ court
Non-Existing Line Painting – Per Field	1-499 Feet - $100 500-999 Feet - $125 1000+ Feet - $150

Remarking Line Painting – Per Field	1-499 Feet - $20 500-999 Feet - $25 1000+ Feet - $40

SPECIAL EVENT FEES*

Special Event Permit	$50
Special Event with Vendors	$75
Special Events with >250 participants	$100
Special Events longer than 6 hours	$150
Multi-Day Special Events	$200
Film Permit	$50
Summer Celebration Food Vendor	$100 per day
Summer Celebration Vendor Booth	$100
Boo-A-Palooza Vendor Fee	$50
Bounce House Deposit	$100
Onsite Dumpster or Equipment Permit	$72 per dumpster
Additional Dumpster Reserved	$174 per 6-yard dumpster
Excess Garbage Pickup	Up to $600 based on quantity picked up
Extra trash can with bags	$15 per 5 cans
Personnel (total compensation per employee, per hour, during regular business hours)	Parks Department - $35 Streets Department - $35 Special Events Department - $32
Penalty for operating without a permit	Double the application fee and any damage caused by the special event

*Special event and facility rental fees may be waived at the discretion of city council. See special event code for fee waiver consideration reasons.

CODE ENFORCEMENT FEES

Code Violation Fee (per calendar year from first offense)	1st Offense - $100 2nd Offense - $200 3rd (or more) Offense - $400
Civil Penalty Fee	$25 minimum to $1,000 maximum per day, per violation
Civil Penalty Fee- Occupancy Violation	$100 per day, per violation
Civil Penalty Fee- Home Occupation Operating without License	$25 per day, per violation
Civil Penalty Fee- Commercial Business Operating without License	$50 per day, per violation
Code Violation Fee - Interest	20% per annum of total outstanding amounts
Default/Administrative Code Enforcement Hearing Fee	$100
Animal Defecation without Removal Fine	$250
Off-Leash Animal Fine	$250
Code Violation by City (via Contract Services)	Cost plus 10%

BUSINESS LICENSING FEES

Home-Based Occupation (exceeds residential impact)	$50
Home-Based Occupation (does not exceed residential impact)	$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee $100 Renewal Fee $50

Industrial Manufacturing/Distribution	$250
Restaurant/Food	$190
Food Truck Fee	$25 per truck
Retail	$215
Service Related	$150
Fire Inspection	Equal to Orem Fire's fee as dictated in Orem City's Fee Schedule
Renewal Fee (all license types except Alcohol and Towing/Parking Enforcement)	$25
Alcohol and Towing/Parking Enforcement Renewal Fee	Same as Initial Fee
Solicitor License	$30
Itinerant Merchant	$50
Itinerant Merchant Refundable Deposit	$300
Towing/Parking Enforcement Certificate	$50
Class A- D Beer License	$400 + Proof of $5,000 Bond
Class E Beer License	$400 + Proof of $10,000 Bond
A or B Liquor License	$300 + Proof of $10,000 Bond
Class C Liquor License	$300 + Proof of $1,000 Bond
Unclassified Business	$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Renewal Fee (during renewal grace period)	$25
Daily penalty fee if license not renewed by end of renewal grace period	Half of the license fee
Penalty Fee for doing business without a Vineyard Business License	Equivalent to the license fee

VINEYARD
STAY CONNECTED

LAND USE APPLICATION FEES

Development Agreement	$1,500
Development Agreement Amendment	$1,500
Subdivision – Preliminary Plat	$1,930 +$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	$786 + $2.50 per lot
Subdivision – Final Plat	$1,940 + $6.20 per lot
Subdivision – Final Plat Additional Reviews	$1,010 + $2.50 per lot
Condominium Plat – New or Conversion	$1,406 + $25 per unit
Major Plat Amendment	$1,706
Minor Plat Amendment	$1,406
Neighborhood Plan	≥ 10 acres = $2,663 < 10 acres = $500
Planned Unit Development	$1,000
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	$2,663
Site Plan – Non-residential	$3,756
Site Plan – Non-residential – Additional Reviews	$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	$500
General Plan Text Amendment	$1,000
General Plan Map Amendment	$1,000
Land Use Text Amendment	$1,000
Land Use Map Amendment	$1,000
Lot Line/Property Boundary Line Adjustment	$300
Conditional Use Permit	$400
Temporary Use Permit	$75
Variance	$100
Appeals	$100

Zoning Verification	$100
Sign Permit	$150
Sign Standard Waiver	$250
Commercial Temporary Sign Permit	$25
Special Planning Commission Meeting	$390 per meeting
~~Street and Traffic Control Signs~~	~~$350 per post~~
Land Disturbance Permit	$50 + $20 per acre + $30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Site Plans Technical Review	$1,500 per application, first 50 plan sheets. Up to 3 revisions
Additional Site Plan Technical Review	$65 per additional plan sheet or each sheet after 3rd revision
Engineering Inspection Fees – Subdivision Related	3% of certified bid tabulation, approved by Engineering Office
Engineering Inspection Fees – Non-Subdivision Related	$150 per hour~~, rounded up to nearest hour~~
Engineering Re-Inspection Fees	$150 per hour, 2-hour minimum
After Hours Engineering Inspection (M-F between 5pm and 8am OR Saturdays,Sundays)	$300 per hour, 2-hour minimum
New Street Light Install Fee	$10,000 per light
Street Sign Fee	~~$300 per sign~~Cost plus 10%
Demolition	~~Up to~~ $500 plan review fee
Encroachment Permit	$150 + $1 per square foot
Driveway Approach in Public Right-of-Way Inspection Fee (after Encroachment Permit)	$250 for up to 2 inspections $150 per reinspection
Vacuum~~Jet~~ Truck ~~Work Request~~	$~~190~~250/hour, ~~–~~ ~~M~~minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	$300 + $150 per hour ~~inspector is onsite past initial hour~~

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Infrastructure Construction Bond	Bond/Escrow account as determined by bid tabulation 110% Performance 10% Warranty
Final Grading Residential Lot Bond	$1,000 up to 1-acre, $500 each additional half acre
Building Relocation	$500 Plan Review Fee
Full or Partial Road Closure Application	$50 per Road Segment Plan Review Fee
~~Use of~~ City Barricades for Road Closure, if approved by the Public Works Director	$150 Application Fee, $75 per barricade per day. $~~300~~100 refundable deposit per set of barricades
~~Additional plan review required by changes, additions, or revisions to any land use applications~~	~~$65 per hour, half hour minimum~~
~~Special Planning Commission Meeting~~	~~$390 per meeting~~
Repair to Damaged Public Infrastructure (All Streets or Utilities) by Contract	Cost plus 10% Administrative Fee
Tree Replacement Due to Damage: Diameter < or = 1” Diameter > 1” and < or = 2” Diameter > 2” and < or = 3” Diameter > 3”	 $500 per tree $750 per tree $950 per tree Cost assessed by City Arborist

BUILDING PERMIT FEES

TOTAL VALUATION	FEE
$1 to $1,300	$~~48~~75

$1,301 to $2,000	$~~48~~75 for the first $1,300; plus $3 for each additional $ 100 or fraction thereof, to and including $2,000
$2,001 to $40,000	$~~69~~96 for the first $2,000; plus $11 for each additional $1,000 or fraction thereof, to and including $40,000
$40,001 to $100,000	$~~487~~514 for the first $40,000; plus $9 for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	$~~1,027~~1,054 for the first $100,000; plus $7 for each additional $1,000 or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$~~3,827~~3,854 for the first $500,000; plus $5 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,001 to $5,000,000	$~~6,327~~6,354 for the first $1,000,000; plus $3 for each additional $1,000 or fraction thereof, to and including $5,000,000
$5,000,001 and over	$~~18,327~~20,354 for the first $ 5,000,000; plus $~~1~~2 for each additional $1,000 or fraction thereof
Residential Plan Review	65% of Building Permit Fee
Commercial Plan Review	65% of Building Permit Fee

Simple/Duplicate Plan Review	25% of Building Permit Fee
Reinstating an Expired Permit	$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES

Inspections outside of normal business hours	$75 per hour, two-hour minimum
Re-inspection	$75 per hour
Inspection for which no specific fee is indicated	$75 per hour, one-hour minimum
Additional plan review required by changes, additions, or revisions to plans,	$85 per hour, one-hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	See Business License Fees
Work Without a Permit*	$100 per infraction
Working Beyond a Stop Work Order*	$200 per infraction

*Fines doubled for each subsequent infraction

IMPACT FEES

(Impact Fee Area Maps may be found on the City's Website)

Sewer Facilities Per Equivalent Residential Unit (ERU)[1,2]	• Area A - $539 per ERU • Area B - $2,391 per ERU • Area C/RDA - $539 per ERU
Culinary and Irrigation Water Systems Per ERU[1,3]	• Area A - $873 per ERU • Area B (RDA) - $521 per ERU
Roadway Facilities	• Area A - $3,586 per Trip End

Per Trip End Unit based on ITE	• Area B (RDA) - $1,286 per Trip End
Storm and Ground Water Per ERU[1,4]	• Area A - $222 per ERU • Area B - $337 per ERU • Area C - $237 per ERU

¾ inch water connection is 1 ERU
[2] Additional fees may apply to units with more than 5 bathroom equivalent drains
[3] Additional fee may apply to certain high water uses (e.g., Car Wash) without water reduction measures in place
[4] Additional fee may apply to certain sites if above city's maximum impervious area requirement

PASS THROUGH FEES

Pass-Through Fee Administrative Cost	10% of the calculated fee ($50 minimum, $2,500 maximum) per facility
Timpanogos Special Service District	Equal to District's impact fee as dictated by the current Impact Fee Facilities Plan/Schedule.
Orem Water Reclamation	Equal to Orem City's impact fee as dictated by the current Impact Fee Facilities Plan/Schedule.
Orem Water Rights	Equal to Orem City's Water Rights as dictated in their up-to-date Consolidated Fee Schedule.

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All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.

WATER DEPARTMENT FEES

¾" Water Meter & Connection Fee	$363
1" Water Meter & Connection Fee	$495

1½" Water Meter & Connection Fee	$775
2" Water Meter & Connection Fee	$1,206
~~Water Lateral Inspection Fee~~	~~$50~~
Water Meter Reconnect Fee	$50
After Hours Fee (between 5pm and 8am)	Reconnect Fee plus $150
Utility Application Fee	$20
Fire Hydrant Meter Rental Deposit	$1625
Fire Hydrant Meter Penalty Fees	1st missed read = $50 2nd missed read = $100 3rd missed read = $200 Any missed reads after the 3rd month will be penalized $400 per month until meter is returned
Daily Rate – Fire Hydrant Meter	$10/100 month
Water Rate – Fire Hydrant Meter	$2 Per 1,000 gallons of water
Residential Construction Water	$50 minimum
Non-Residential Construction Water	$50 minimum
Illegal Connection to Water System	$1,000 per occurrence

Community Development

Date: December 13, 2023
From: Morgan Brim, Community Development Director
To: City Council
Item: 9.7 Public Hearing and Consideration of Development Agreement for The Forge
Location: Bounded by Vineyard Connector to the North, 650 North to the South, Mill Road to the West and Geneva Road to the East.
Applicant: Dakota Pacific



SUMMARY
The applicant is requesting approval of a development agreement for The Forge, a mixed use residential and employment center located on Geneva Road and Vineyard Connector. This project was originally zoned in 2015 with a Special Purpose Zoning District that outlines requirements for urban design, structured parking, zoning uses, and the architectural look of the project. The Forge has been envisioned as an employment center with attractions pulling visitors from the region.

Revised Development Agreement Since February 2023:

This agreement sets forth a new vision and master plan for the Forge project area. This agreement does not include the IHC block G which is owned separately. The project area is served by a public street, 650 North, to the south of the site and by private streets internally. During February of 2023, the City Council directed the applicant to change their proposal to reduce the residential units being proposed and lower the heights and overall massing of buildings along the Vineyard Connector.

The proposal provides for initial phasing including multifamily residential units and a retail center with an entertainment anchor. The Planning Commission requested more definition of "entertainment anchor" added to the agreement. The entertainment anchor must be regionally significant and substantially meet the quality and activity level as depicted in the concept site plan. The concept site plan will need to be incorporated into the agreement. Construction of the entertainment anchor shall be substantially completed prior to the issuance of building permits for more than 325 residential units.

The Planning Commission recommended approval of the development agreement with an added section 1.2.40:

> *Regionally significant entertainment anchor shall mean a large-scale entertainment or cultural facility that serves as a prominent attraction during all seasons, is unique to the county, draws visitors and tourists from a broader geographical area beyond its immediate locality, and has a substantial economic or social impact on the region in which it is situated. To determine whether a proposed site plan is regionally significant, the planning commission may consider the following:*
> - *Size and Capacity: A substantial physical footprint and the capacity to accommodate a large number of visitors.*
> - *Cultural or Recreational Importance: A facility for hosting events or activities of cultural, recreational, or entertainment significance, such as sporting events, concerts, festivals, art exhibitions, or conventions.*
> - *Regional Draw: The facility's programming and amenities are designed to attract visitors not only from the immediate local area but also from a wider regional catchment area of at least 10 miles.*
> - *Economic Impact: The entertainment anchor shall contribute significantly to the local and regional economy by generating revenue from the entertainment anchor and nearby businesses.*

At the time of the first site plan, the applicant will need to present the entertainment anchor to the Planning Commission to review for compliance with the above definition.

The parking management plan will require the developer to maintain all project parking in accordance with their parking management plan. The parking management plan will be approved as part of the first development application and shall include provisions for administration including parking space allotment and usage monitoring, shared parking, security, towing, signage, and enforcement.

The Commission requested the entire project including surface parking, private streets and parking structures be managed under a single entity. This was added into the agreement with a requirement for protection of personal information collected and processed through any automated or manual means used for the purpose of enforcing the parking management plan and shall ensure compliance with data protection laws, purpose-and-use limitation of data collected, data minimization, data sharing and data subject rights.

PROPOSED MOTION

- *City Council*

“I motion to approve Resolution 2023-54 Development Agreement for The Forge.”

ATTACHMENTS: Proposed Resolution and Development Agreement

RESOLUTION 2023-54

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR THE FORGE WITH COTTONWOOD GENEVA, LLC

WHEREAS, Cottonwood Geneva, LLC is the owner and developer of property (the "Property") within Vineyard City; and

WHEREAS, the Property is located within the Vineyard City and governed by The Forge Mixed Use Special Purpose Zoning District; and

WHEREAS, the Developer desires to construct a mixed-use development combining residential, entertainment, retail, open space and professional uses; and

WHEREAS, the Planning Commission held a public hearing on December 6, 2023 and after hearing from the public, reviewing application materials and presentations recommended approval to the City Council with a condition to provide greater definition of an "Entertainment Anchor" within the development agreement; and

WHEREAS, the City Council held a public hearing on December 13, 2023 and after hearing from the public, reviewing application materials and Planning Commission recommendations finds the result will provide positive economic benefits to the City and its residents; and

WHEREAS, the Vineyard City Council and Developer desire to enter into this agreement to more fully specify the rights and responsibilities of Developer to construct the property as expressed in the agreement, and rights and responsibilities of City to allow and regulate such development pursuant to the requirements of the agreement; and

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

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

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

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

Passed and dated this _____ day of _____, 2023.

_____
Mayor

Attest:

_____
Deputy Recorder

Exhibit A: Development Agreement for The Forge

WHEN RECORDED, RETURN TO:
c/o Dakota Pacific
Attn: Scott Swallow
299 S Main St., Ste. 2450
Salt Lake City, UT 84111

DEVELOPMENT AGREEMENT
FOR
THE FORGE

THIS DEVELOPMENT AGREEMENT ("DA") is made and entered into by and between VINEYARD CITY, a political subdivision of the State of Utah, and Cottonwood Geneva LLC, a Utah limited liability company, and made effective as of the Effective Date.

RECITALS

A. The capitalized terms used in this DA and in these Recitals are defined in Section 1.2 below.

B. Developer owns the Property.

C. The Property is located within the boundaries of Vineyard City, Utah.

D. Developer is developing the Property as a mixed-use development. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the applicable Zoning and this DA.

E. The Parties desire to facilitate the development of the Project through the potential use of special financing vehicles, including, but not limited to, those provided for in Titles 17C of the Utah Code.

F. Developer has prepared that certain Land Use Map for the Property, which is attached hereto as Exhibit B.

G. The Parties acknowledge that development of the Property pursuant to this DA will result in positive economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned development and increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

H. The Parties desire to enter into this DA to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this DA, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this DA and all other applicable laws.

I. The Parties understand and intend that this DA is a "development agreement" within the meaning of the Act and entered into pursuant to the terms of the Act.

J. The City finds that this DA, the Land Use Map, the Land Uses, and the Intended Uses conform with the intent of the City's General Plan and the Zoning.

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 Parties hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits; Definitions**.

1.1 **Incorporation**. The foregoing Recitals and all Exhibits are hereby incorporated into this DA.

1.2 **Definitions**. As used in this DA, the words and phrases specified below shall have the following meanings:

1.2.1 Act means the Municipal Land Use, Development, and Management Act, *Utah Code Ann*. § 10-9a-101 (2019), *et seq*.

1.2.2 Applicant means a person or entity submitting a Development Application.

1.2.3 Area Median Income (AMI) means the Provo–Orem, Utah, Metropolitan Statistical Area median income as determined annually by the Department of Housing and Urban Development.

1.2.4 Association means an entity that Developer may establish to operate and maintain common areas or open spaces of the Project.

1.2.5 Budget means the Geneva Urban Renewal Project Area Budget.

1.2.6 Buildout means the completion of all of the development, both residential and commercial, on the entire Project in accordance with this DA.

1.2.7 City means Vineyard City, Utah, a Utah political subdivision.

1.2.8 City Council means the elected Vineyard City Council.

1.2.9 City's Future Laws means the ordinances, policies, standards, and procedures that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending on the provisions of this DA.

1.2.10 City's Vested Laws means the ordinances, policies, standards, and procedures of the City in effect as of the Effective Date.

1.2.11 DA means this Development Agreement, including all of its Exhibits.

1.2.12 Default means a material breach of this DA as specified herein.

1.2.13 Denial means a formal denial issued by the final decision-making body of the City for a particular type of Development Application, excluding review comments or "redlines" by City staff.

1.2.14 Developer means Cottonwood Geneva LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA.

1.2.15 Developer's Reimbursable Expenses means all costs incurred by Developer in developing, acquiring, or installing Project structured parking improvements as required by the Zoning, Project common area or pedestrian elements improvements, or Project open space improvements, or Public Infrastructure, as well as other costs and expenses described and allowed under the Project Area.

1.2.16 Development means the development of all or a portion of the Property pursuant

to one (1) or more approved Development Applications.

1.2.17 Development Application means a complete application to the City for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, site plans, building permits or conditional use permit), certificate or other authorization from the City required for Development of the Project.

1.2.18 Effective Date means the date this DA is approved by the City Council.

1.2.19 Family has the same meaning as "Family" as defined by the Vineyard City Code § 15.60.020.

1.2.20 Family Occupancy means a residential Unit occupied by one (1) Family.

1.2.21 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann*. § 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.

1.2.22 Final Unit Count means the total number of Units within the Project, which number shall be no more than the Maximum Units.

1.2.23 Intended Uses means the use of all or portions of the Property for the Land Uses within the Land Use Areas set forth on the Land Use Map and the uses in the FMU Zoning, including, without limitation, for single-family residential (attached); multifamily residential; nonresidential, commercial (including, without limitation, short-term rentals also known as short-term residential lease, retail sales and services, and associated facilities); commercial entertainment or recreation (indoor and outdoor) or food and beverage; and all other uses approved by the City in accordance with the City's Vested Laws.

1.2.24 Land Use(s) means permitted and conditional uses within the applicable Land Use Areas set forth on Exhibit B attached hereto.

1.2.25 Land Use Areas means the portions of the Property designated for certain Land Uses according to the Land Use Map.

1.2.26 Land Use Map means the graphic depiction of the Project and the Land Use Areas attached hereto as Exhibit B attached hereto.

1.2.27 Maximum Units means the Development of Units on the Property of a maximum of one thousand seventy-five (1,075) Units; however, the Maximum Units may be increased to one thousand one hundred (1,100) Units if Developer provides at least twenty-five (25) for-sale residential Units in the Project.

1.2.28 Non-Family Occupancy means a residential Unit occupied by individuals that do not meet the definition of a Family.

1.2.29 Notice means any notice to or from any Party to this DA that is either required or permitted to be given to another Party.

1.2.30 Parcel means a portion of the Property that is created by Developer for Development.

1.2.31 Party/Parties means, in the singular, either Developer or the City; in the plural,

Developer and the City.

1.2.32 Plan means the Geneva Urban Renewal Project Area Plan.

1.2.33 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.

1.2.34 Project means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all of the other aspects approved as part of this DA.

1.2.35 Project Area means the Geneva Urban Renewal Area created under Title 17C of the Utah Code.

1.2.36 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.37 Property Increment means the Tax Increment generated by development within the Property and received by City's Redevelopment Agency and pursuant to an interlocal or other agreement to be executed by any applicable taxing entities in the Project Area.

1.2.38 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to culinary water and sanitary sewer improvements; storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.

1.2.39 Redevelopment Agency or Agency means the Vineyard Redevelopment Agency.

1.2.40 Regionally significant entertainment anchor shall mean a large-scale entertainment or cultural facility that serves as a prominent attraction during all seasons, is unique to the county, draws visitors and tourists from a broader geographical area beyond its immediate locality, and has a substantial economic or social impact on the region in which it is situated. To determine whether a proposed site plan is regionally significant, the planning commission may consider the following:

- Size and Capacity: A substantial physical footprint and the capacity to accommodate a large number of visitors.
- Cultural or Recreational Importance: A facility for hosting events or activities of cultural, recreational, or entertainment significance, such as sporting events, concerts, festivals, art exhibitions, or conventions.
- Regional Draw: The facility's programming and amenities are designed to attract visitors not only from the immediate local area but also from a wider regional catchment area of at least 10 miles.
- ~~1.2.39~~ Economic Impact: The entertainment anchor shall contribute significantly to the local and regional economy by generating revenue from the entertainment anchor and nearby businesses.

~~1.2.40~~1.2.41 Subdeveloper means a person or entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer who purchases a Parcel for development.

~~1.2.41~~1.2.42 Tax Increment has the same meaning set forth in Utah Code § 17C-1-102(61) which is:

. . . the difference between:

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(i) the amount of property tax revenue generated each tax year by a taxing entity from the area within a project area designated in the project area plan as the area from which tax increment is to be collected, using the current assessed value of the property and each taxing entity's current certified tax rate; and

(ii) the amount of property tax revenue that would be generated from that same area using the base taxable value of the property and each taxing entity's current certified tax rate.

~~1.2.42~~1.2.43 Unit means a structure or any portion thereof designed and constructed for occupancy as a residence and located in one (1) or more buildings within the Project. A Dwelling Unit (as defined by the City's Vested Laws) intended for Non-Family Occupancy, and with more than three (3) bedrooms or more than six (6) occupiers, is outside this definition of "Unit."

1.2.1 Zoning means The Forge Mixed-Use District (FMU) zoning of the Property as further set forth in the City's Vested Laws.

2. **Development of the Project.**

2.1 **Compliance with this DA**. The Zoning and this DA establish and vest the development rights for the Project, including the general use, maximum density, and general configuration for the Project. Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Zoning, and this DA. City agrees that Developer shall have the full power and exclusive control of the Property.

2.2 **Parcels Sold to Subdevelopers**. Developer may elect to sell one or more Parcels to a Subdeveloper, and any Parcel sold by Developer to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this DA.

2.3 **Phasing; Configuration**. Subject to Section 2.4, Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this DA. The Property may be developed for all of the Intended Uses, as well as all uses approved by the City in accordance with the City's Vested Laws. Subject to the terms of this DA and the Zoning, City and Developer expressly agree that following acceptance and recordation of this DA, Developer shall have the ability to develop the Property in accordance with this DA and the City's Vested Laws by submitting Development Applications locating the Intended Uses, buildings, densities of Units, open space, parking, roads and rights-of-way, and other amenities within the Land Use Areas in Developer's discretion, but in no event shall the Final Unit Count within the Project exceed the Maximum Units or vary from the approved Land Uses in Exhibit B. Subject to approval by the Vineyard City Planning Commission, Developer may modify the Private Roadways from what is depicted in the Land Use Map to enhance connectivity throughout the Project. Developer may not adjust the Land Use Map with respect to the locations of the Land Use Areas or the general locations of open space areas that are depicted on the Land Use Map without City staff administrative approval. Open space, as referenced in this DA and as defined in the City's Vested Laws, specifically the provisions and figure set forth in Section 2 of Exhibit D, shall be improved no later than the Development of immediately adjacent building(s), structure(s), Parcel(s); however, Developer may, in lieu of completing such immediately adjacent open space, provide the City a bond in the amount of 110% of the estimated cost, as determined by a qualified estimator, to complete the directly adjacent open space if the Developer provides evidence that other near-term construction will affect the open space to be installed. In addition, if there is a break in continuity of pedestrian pathways within a Parcel block through undeveloped Project areas, Developer shall provide temporary means, which are reasonably acceptable to the City, for functional use of the pedestrian pathway.

2.4 **Initial Phase; Phasing**. Developer agrees that Development of the Project shall commence with the Initial Phase. The "Initial Phase" means the Land Use Areas identified in Exhibit E. The Initial

Phase will consist generally of the Intended Uses for the Initial Phase within or accessory to commercial, multiple-family dwelling, or mixed-use buildings or structures, open space, parking, and Private Roadways. The entertainment Land Use Area, as identified on the Land Use Map, of the Initial Phase will include an outdoor activity area or facility that offers regionally significant entertainment or recreation (the "Entertainment Anchor") as part of the entertainment Land Use Area. Developer agrees to substantially complete the entertainment Land Use Area, or substantially equivalent non-residential/commercial Development square footage at a substantially equivalent quality and activity level as is depicted in the Site Plan, prior to commencing construction of Units in the Project outside of the Initial Phase. Developer further agrees that the Entertainment Anchor, or a substantially equivalent entertainment or recreation area or facility, must be under construction (as evidenced by installation of concrete, steel, or other structural components) as a condition precedent to the City issuing certificates of occupancy for more than twenty-five (25) Units within the Project, and that the Entertainment Anchor, or a substantially equivalent entertainment or recreation area or facility, must be substantially complete as a condition precedent to the City issuing building permits for more than three hundred twenty-five (325) Units within the Project. Approval of the first site plan shall be conditioned upon approval by the Planning Commission of a site plan for a Regionally Significant Entertainment Anchor.

2.5 **Zoning**. City agrees that The Forge Mixed-Use District (FMU) Zoning district accommodates and allows the Intended Uses, and development rights to locate the Intended Uses in the Land Use Areas configured in the Land Use Map, as more particularly set forth below. City agrees that the Zoning, as applicable to the Project, shall be modified as set forth in Exhibit B, as to Intended Uses, and Exhibit C attached hereto. If there is a conflict between the Zoning and Exhibit B or Exhibit C to this DA, then Exhibit B or Exhibit C to this DA, as applicable, shall control.

2.6 **Maximum Units**. Subject to this Section 2, at Buildout, Developer shall be entitled to have developed Units within the Project up to the Maximum Units.

2.7 **Development Standards and Design Guidelines**. Exhibit D attached to this DA establishes specific development standards and design guidelines, including, without limitation, the approximate locations and design standards for the common area elements or open spaces of the Project, and shall apply to all Parcels within the Project. If there is a conflict between the Zoning and Exhibit D to this DA, then Exhibit D to this DA shall control. Common area elements or open spaces in a Parcel shall be constructed promptly after completion of any adjacent vertical construction of residential or non-residential structures in the same Parcel. Upon completion, Developer agrees to subject the portions of the Project common area or open space indicated in the Land Use Map to a public access easement, in favor of the City. The form and content of such public access easement shall be subject to each of the Parties' reasonable approval and such public access shall be of record with the Utah County Recorder's Office. The City and Developer acknowledge that a portion of the Project common area or open space, as depicted in the Land Use Map ("**External Open Space**") may be located outside of the City's current municipal boundaries. Such portion of the External Open Space, if owned or controlled by Developer, shall qualify toward the open space requirement under the Zoning, and Developer agrees to subject such portion of the External Open Space to an open space deed restriction and covenant, in favor of the City, allowing no buildings, structures, parking areas, streets, or roads, and only allowing underground utilities and open space uses in compliance with the City's Vested Laws, except as approved by the legislative body.[1] The form and content of such restriction and covenant shall be subject to the City's reasonable approval and such restriction and covenant shall be of record with the Utah County Recorder's Office. Developer also agrees to cooperate with the City, at no more than minimal cost to Developer and without Developer incurring any liability, in any City action to include such portion of the External Open Space within the City's municipal boundaries, by municipal boundary line adjustment, annexation, or otherwise, if the City elects to pursue such action.

[1] NTD: Developer note: Need this language for the 45' strip of land along Geneva Road

2.8 **Signage**. Signs are allowed within the Project pursuant to the processes and standards set forth within the sign ordinance section of the City's Future Laws in effect at the time of submission of the applicable Development Application which are not more restrictive to the Project under the City's Vested Laws, or as approved as part of a comprehensive sign plan submitted by Developer to the City for administrative approval. The comprehensive sign plan shall be approved prior to the issuance of the first building permit within the Project.

2.9 **Short Term Residential Lease**. If the City enacts an amendment to the Zoning or City's Vested Laws allowing for the use of the Units as short-term rentals, also known as short-term residential lease, as a permitted use, then Developer may convert any Unit to short-term rentals, also known as short-term residential lease, subject to and in accordance with any such City's Future Laws.

2.10 **Roadway and Parking Improvements**. Developer shall construct, or cause to be constructed, all Private Roadways within the Project that are necessary for the connectivity and development of the Project, and parking improvements as required by the Zoning. All amounts expended by Developer for the structured parking improvements as required by the Zoning shall be classified as Developer's Reimbursable Expenses and may be reimbursed to Developer by revenues generated by the Project Area as described in Section 4 below.

2.11 **Rescission Option**. It is anticipated that vertical construction within the Project will begin no later than July 31, 2025. If the City has not issued a building permit, and there has not been commencement of vertical construction under such building permit, on the Property on or before December 31, 2026 ("**Outside Date**"), then either Party may deliver notice to the other Party and the City and Developer shall meet within fifteen (15) business days after the delivery of such notice to discuss in good faith the status and circumstances of Project commencement or an extension of the Outside Date. If the Parties do not agree at such meeting to an extension of the Outside Date, then either Party may deliver notice to the other Party of rescission to the other Party to terminate this DA. Any such rescission must be hand-delivered, if at all, no later than thirty-two (32) days after the date of the meeting referenced in this subsection. Upon a Party's delivery of notice of rescission pursuant to this subsection, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA.

2.12 **Maximum Occupancy**.

2.12.1 Building Occupancy Agreement. Prior to the issuance of a building permit for any Multiple-Family Dwelling (as defined in the City's Vested Laws) within the Project, the Developer and City shall execute a "Building Occupancy Agreement" for each Multiple-Family Dwelling structure included in the Development Application. A Building Occupancy Agreement shall: (i) specify the number of residential Units by Unit type, including the number of bedrooms; (ii) will specify the maximum occupancy associated with each Unit type, based on Family Occupancy or Non-Family Occupancy; (iii) for Non-Family Occupancy, specify an allowed number for single occupiers; (iv) for Non-Family Occupancy, allocate at least one parking space for each individual occupier; (v) require the owner of the applicable Parcel to include in the tenant leases a provision requiring residential Unit tenants to comply with the maximum occupancy requirements of the Building Occupancy Agreement; (vi) require the owner of the applicable Parcel to investigate complaints regarding occupancy under the Building Occupancy Agreement and enforce the maximum allowed occupancy under the Building Occupancy Agreement; (vii) require the owner of the applicable Parcel to monitor occupancy under the Building Occupancy Agreement and perform an audit of occupancy at least annually; (viii) be recorded with the Utah County Recorder's Office as a restriction and covenant running with title to the applicable Parcel; (ix) reserve to the City all rights available under City's Vested Laws and City's Future Laws to enforce occupancy limits; and (x) otherwise be in form and substance reasonably acceptable to the Parties.

2.12.2 Notice to Tenants. Prior to the issuance of a certificate of occupancy for each Multiple-Family Dwelling, a notice must be placed on the electrical box of each Unit within such

Multiple-Family Dwelling indicating the maximum allowable occupancy for such Unit based on the applicable Building Occupancy Agreement. This notice must be a six (6) by six (6) inch metal or plastic plate that is permanently attached to the Unit electrical box with minimum one-half (1/2) inch engraved letters stating the occupancy limit.

2.13 **Parking**.

2.13.1 Parking Management. The Developer shall submit to construct and maintain all Project parking in accordance with a City-approved parking management plan, which shall be approved by the City Planning Commission no later than the approval of the Development Application for the first site plan containing residential Units. The parking management plan shall include provisions for administration of the Project parking, including, without limitation, parking space allotment and usage monitoring, shared parking provisions, security provided, towing and enforcement plan, and signage delineating parking requirements. The Parking Plan will limit private road on-street parking to permit or a limited parking duration during specified times. All parking shall be actively managed in accordance with the parking management plan. Developer will record the approved parking management plan as a covenant against the Property. Developer shall incorporate the parking requirements and parking management plan into the Covenants, Conditions, and Restrictions such that the future Homeowners Association that manages the Development shall be responsible for managing parking throughout the Development. The parking management plan shall include provisions on signage, enforcement, and data management. Parking for the entire Project—private roads, surface parking lots, and parking garages—shall be managed by a single entity. The parking management plan shall ensure the protection of personal information collected and processed through any automated or manual means used for the purpose of enforcing the parking management plan, and shall ensure compliance with data protection laws, purpose-and-use limitation of data collected, data minimization, data sharing, and data subject rights.

2.13.2 Parking Study. The parking requirements set forth in Section 4.08.10.a of the Zoning, as modified by this DA, may be modified for future Development as provided in this Section 2.13.2. A parking study shall be submitted with the first Development Application after the completion of all improvements within the Initial Phase. Developer, in its discretion, may also submit a parking study to the City for its reasonable approval at any time. Each parking study shall be completed by a qualified professional with demonstrated experience in conducting parking studies (a "parking expert"). The parking expert and the criteria for the parking study shall be established jointly in good faith by the City and the Developer. If the City and the Developer cannot agree on a parking expert or the criteria for the parking study, then the dispute shall be resolved as follows: the City and the Developer shall each nominate a parking expert within thirty (30) days from the date of a request for a parking study. The two parking experts shall consult and select a third parking expert to conduct the parking study. The selected parking expert shall conduct the parking study using criteria he or she develops following consultation with the City and the Developer, which parking study shall be used to establish new parking requirements. To avoid the need to re-select a parking expert, the parking expert agreed upon by the Parties shall continue to function in the capacity as parking expert hereunder and the process of selecting a parking expert shall not occur more frequently than at seven-year intervals unless the previously employed parking expert is unable to function in such capacity. If the parking study reveals a shortage of parking, pursuant to the provisions of Section 4.08.10.a of the Zoning, within the Project as a result of the subject Development Application, Developer shall submit a plan, or an amended parking management plan, that demonstrates how the proposed parking required by the subject Development Application will comply with Section 4.08.10.a of the Zoning.

2.14 **Affordable Housing Requirements**. The Project shall be constructed to comply with the following affordable housing requirements. Developer shall construct, allocate, and regulate affordable/workforce housing in accordance with this Development Agreement. Each affordable housing Unit constructed within the Project shall be subjected to deed restriction or affirmative covenant, or by other desired mechanisms to provide record notice of restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the affordable housing Units are in compliance with this DA and remain affordable to those employed in the area for a

period equal to the reimbursement period for the Property Increment set forth in the participation agreement between Developer and the Redevelopment Agency, as contemplated in Section 4.1 below. Below are the standards the Developer shall use for satisfying its obligation to provide affordable/workforce housing:

2.14.1 Up to twenty-one (21) for-rent or for-sale affordable housing Units ("AHU's") based on the final number of residential Units constructed within the Project.

2.14.2 The AHU's shall be delivered with each phase of Development that includes residential Units at a ratio of no less than one (1) AHU per fifty (50) market rate Units; however, the Parties may agree on a different delivery schedule.

2.14.3 All AHU's shall be rented or sold to households earning 60% AMI or below.

2.14.4 Each of the AHUs constructed within the Project shall be subject to restrictions in a housing agreement, executed by and between Developer and the City or other housing authority, in a form reasonably agreed to by the parties thereto, to ensure that the AHUs are in compliance with this DA and remain affordable to those employed in the area for the period set forth above unless a particular AHU or set of AHUs is financed with public financing in which case the term shall continue through the end of the repayment period or as otherwise required by the source of the public financing revenues used to build the identified AHUs, and containing the following minimum terms: identifying the form of deed restrictions or affirmative covenant for all for-sale AHUs; all renters of AHU's will be required to certify annually to the City, or its designee, that they still qualify for the targeted percentage of AMI; unless contrary to a federal or state program providing financial assistance to the rental property, if a renter no longer qualifies for the housing, they will be granted a one year safe harbor period - upon expiration of the safe harbor period their lease will not be renewed, and the AHU will then be made available to a qualifying renter.

2.14.5 City may include in the housing agreement contemplated by Section 2.14.4 provisions requiring that all AHU's or certain AHU's be offered with a priority to individuals employed as first responders or teachers, as verified by one form of proof of employment, and such provisions, shall provide for or include, without limitation: (i) recording an affirmative covenant in favor of the City, or other desired mechanisms, to provide record notice of such priority benefitting City and City's sole right to enforce such restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the identified AHU's are oriented toward persons employed in the such capacities; and (ii) City's indemnification of Developer or the owner of the AHU's in the event of a challenge to such priority offerings or City's enforcement thereof.

3. **Vested Rights**.

3.1 **Vested Rights Granted by Approval of this DA**. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend and agree that this DA grants and confirms that Developer is vested with all rights to develop the Project in accordance with and in fulfillment of this DA, the City's Vested Laws, and the Zoning of the Property, except as specifically provided herein. The Parties specifically intend that this DA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to *Utah Code Ann.* § 10-9a-509 (2019). As of the Effective Date, City confirms that Developer is vested with the Intended Uses and the uses in the FMU Zoning as in effect and made applicable to Property as of the Effective Date. City further confirms that Developer is vested with the right to locate buildings of the type and in the configurations and densities consistent with Zoning, this DA, and the City's Vested Laws. By way of further clarification, Developer is vested with the right to develop and locate on the Property the Intended Use(s) and densities, including, among other provisions, Developer's ability to increase Unit density to the Maximum Units, and to develop in accordance with dimensional requirements as allowed by City's Vested Laws. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree this DA provides significant and valuable rights, benefits, and interests in favor of

Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, to assist in the development of the Property.

3.2 **Exceptions**. City's Future Laws with respect to development or use of the Property shall not apply, except as follows:

3.2.1 Developer Agreement. City's Future Laws that Developer agrees in writing apply to the Project;

3.2.2 State and Federal Compliance. City's Future Laws that are generally applicable to all properties in the City's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

3.2.3 Codes. The City's engineering requirements, approval, and supplemental specifications for public infrastructure, and any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, 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 otherwise required to meet legitimate concerns related to public health, safety or welfare;

3.2.4 Taxes. Lawful taxes, or modifications thereto, provided that nothing in this DA shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by the City, which right is hereby reserved;

3.2.5 Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City's jurisdiction (or a portion of the City's jurisdiction as specified in the lawfully adopted fee schedule) and that are adopted pursuant to state and local law.

3.2.6 Impact Fees. Impact Fees or modifications thereto that are lawfully adopted, imposed, and collected by the City or any other lawful agency, district, or public utility.

3.2.7 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to *Utah Code Ann.* § 10-9a-509(1)(a)(ii)(A) as proven by the City by clear and convincing evidence, of which jeopardy the City was not reasonably aware of at the time of the execution of this DA.

3.3 **Legal Challenge**. Should any third party not a Party hereto challenge this DA or the related approvals within thirty-one days (31) days of the Effective Date, Developer shall have the right to unilaterally rescind this DA by delivering notice to City no later than one-hundred-eighty (180) days of the Effective Date.

3.4 **Intent Regarding Administration and Amendment of this DA**. The Parties intend that the administration, but not the approval, of this DA and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in the Act.

4. **Tax Increment Financing and Similar Assistance**.

4.1 **Project Area / Rescission Option**. The Agency and the City have created the Project Area through adoption of the Plan and the Budget, which includes the Property and other land. In conjunction

with the Project Area, the City shall use reasonable efforts to approve an interlocal agreement with the Redevelopment Agency whereby the City agrees to contribute a portion of the Tax Increment generated within the Property to the Agency for purposes of Development of the Project for a period of up to thirty (30) years. The City shall also use reasonable efforts to support the Redevelopment Agency in securing the participation of other Taxing Entities under substantially similar terms to those under which the City is participating. If the Redevelopment Agency has not approved a participation agreement within one (1) year after the Effective Date in a form reasonably acceptable to Developer as contemplated by this DA, Developer may elect to terminate this DA by delivering Notice to City and upon delivery of such Notice, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA. The Parties shall work together in good faith to seek a participation agreement that includes the following provisions: (i) seventy-five percent (75%) of the Property Increment shall be available for reimbursement of Developer's Reimbursable Expenses and (ii) each budget for Developer's Reimbursable Expenses shall include interest of at least 8%, or such other interest rate as set forth in separate agreement with the Redevelopment Agency, from the time the cost was incurred until reimbursed to Developer. The Property Increment collection period for each individual reimbursement period shall be for a period of not less than twenty-five (25) years dating from the day on which the last of Developer's Reimbursable Expenses is incurred, payable, however, in accordance with the terms of the participation agreement. Developer's Reimbursable Expenses shall be reimbursable from Property Increment and County shall use its best efforts to cooperate with Developer in creating such a financing vehicle to provide Developer with the maximum amount of financial assistance allowable at law. The Project Area shall not be expanded or modified without Developer's written consent. Developer may request that the RDA increase the Property Increment available for reimbursement of Developer's Reimbursable Expenses related to the entertainment Land Use Area by an additional ten percent (10%), for a total of eighty-five percent (85%) of the Property Increment of the entertainment Land Use Area, in order to incentivize uses the RDA deems beneficial to the economic development of said entertainment Land Use Area.

4.2 **Surplus Revenues**. The Parties acknowledge that from time-to-time and over the term of the Project Area or any other financing vehicle, there may be revenues generated that exceed the costs of the required Public Infrastructure. The Parties further acknowledge that it may be in the interest of both of the Parties to use, insofar as permitted by applicable law, some or all of those excess proceeds for Developer to bring in high-quality end-users by such means as assistance with tenant improvements, creation of visual and physical amenities, and other elements that contribute to the environment of the Project. The Parties shall negotiate in good faith for the distribution of any such excess proceeds in a manner that maximizes the incentives to generate measurable results such as high-skilled and high-paying employment. Excess proceeds may also be utilized, insofar as permitted by applicable law, for the uses described in the Plan created in connection with the Project Area.

4.3 **Failure of Revenues**. The ability of the Project Area or other financing vehicle to generate sufficient monies to reimburse or otherwise pay the City and the Developer for costs and expenses incurred as provided in this DA is consideration for the Parties to enter into this DA and a material, integral term hereto. Should the Project Area or other financing vehicle prove unable to generate sufficient monies, the Parties agree it will render performance under this DA impossible or impracticable and pointless and shall operate either to discharge all of each Party's obligations hereunder or, at the Developer's discretion, allow them to negotiate a mutually satisfactory reformation.

4.4 **Public Infrastructure District**. Developer may elect to petition the City to create a Public Infrastructure District ("**PID**") pursuant to Utah Code § 17D-4-101 *et seq.* for the Property in addition to or in place of the Property Increment participation. The City shall review and reasonably consider Developer's petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project. If Developer elects to proceed with the creation of a PID, the City shall cooperate in the formation and operation of the PID.

5. **Term of Agreement**. The initial term of this DA shall be thirty-five (35) years beginning on the Effective Date, and will automatically extend for successive periods of five (5) years each, unless either Party delivers a Notice of non-renewal within six (6) months prior to expiration of the then current term.

6. **Intentionally Omitted**.

7. **Processing of Development Applications**.

7.1 **Processing of Development Applications; City Denial of a Development Application**. City agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If any additional conditional use applications are required for any portion of the Project, City agrees to process such application simultaneously with any other application such as site plan or other Development Application. If the City denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this DA, the City's Vested Laws (or, if applicable, the City's Future Laws), or any other applicable law. City agrees to table final decision on a Development Application, rather than issuing a Denial, at the request of Developer in order to address any issues in the Development Application and to allow for the "Meet and Confer" process outlined below. Notwithstanding Vineyard Municipal Code 15.24.110, Developer may resubmit a denied Development Application after addressing the reasons for Denial communicated by the City.

7.2 **Meet and Confer regarding Development Application Denials**. Upon written request by Developer, the City and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or Denial to discuss how the Developer may resolve the issues specified in the tabling or Denial of a Development Application.

7.3 **City Denials of Development Applications Based on Denials from Non-City Agencies**. If the City's Denial of a Development Application is based on the denial of the Development Application by a non-City agency, if Applicant chooses to appeal such Denial, the appeal shall be through the appropriate procedures for such a decision and not through the processes specified herein.

8. **Application Under City's Future Laws**. Without waiving any rights granted by this DA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent or limit Developer from submitting under and relying on City's Vested Laws for other Development Applications.

9. **Public Infrastructure and Utilities**.

9.1 **Construction by Developer**. Other than for those elements of Public Infrastructure otherwise specified in this DA that may be constructed by the City or agencies it controls or constructed prior to the Effective Date, Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impacts of the Project; the City shall be responsible for the cost of any enhancements to such Public Infrastructure that exceed the roughly proportionate (as determined by law) impacts of the Project but, for reasons of convenience or efficiency, may be constructed along with the Project. For such Public Infrastructure, the City and Developer shall memorialize their mutual responsibilities for the costs, the scope and manner of construction, and manner of reimbursement in a separate, subsequent reimbursement agreement, including without limitation, the

following Public Infrastructure improvements:

9.1.1 Construction of the Geneva Trail Park located in Block H (as so identified in the Zoning), the area of which is identified in the Land Use Map, including, without limitation, amenities such as restrooms, playground, grass, irrigation, maintenance shelter, and parking. Developer will agree to dedicate up to three-quarters (3/4) of an acre of land to the City and will install the improvements for such park, provided an agreement is executed with the City or the Redevelopment Agency to reimburse the Developer upon substantial completion of such improvements, with such reimbursement or financing to be separate from that described in Section 4 above. The land donation contemplated in this Section shall occur at the earlier of (i) the recording date for the Developer's sale of land in Block H, (ii) the first subdivision plat recorded on Block H after the Effective Date, and (iii) prior to the approval of the first site plan on Block H after the Effective Date. The location of the Park within Block H shall be determined at the time of the final plat Development Application submission. Notwithstanding anything to the contrary in the foregoing, the land donation shall not occur later than the date on which certificates of occupancy of the first 750 residential Units are issued.

9.1.2 The East Gateway Linear Park, as identified in Exhibit D and the area of which is identified in the Land Use Map, will be located along Geneva Road, near the intersection of the Vineyard Connector, and abuts future anticipated public improvements for the City's Geneva trail system. Developer and City shall jointly work together in good faith to design the East Gateway Linear Park to provide a minimum width of fifty feet (50') between Geneva Road and the façade(s) of the adjacent buildings within the Project. Developer shall provide the features outlined in Section 4(g) of Exhibit D on the Property or, if with City approval any portion of the East Gateway Linear Park improvements are located on public-owned property, then Developer will reimburse to City or the public entity constructing the East Gateway Linear Park the value (as reasonably determined by Developer and the City engineer) of the East Gateway Linear Park improvements to be located on public-owned property and that would otherwise be located on the Property pursuant to this DA.[2]

9.1.3 Developer agrees to work in good faith to bring public transit options to the Project. The Developer also agrees to cooperate in good faith with the Utah Department of Transportation (UDOT) and applicable entities in support of pedestrian path from the Project to the Vineyard UTA Front Runner Station.

9.2 **Financial Assurances**. If, and to the extent required by the City's Vested Laws, unless otherwise provided by the Act or this DA, financial assurances for any Public Infrastructure is required by the City or an agency it controls, then Applicant shall provide it in a form acceptable to the City or the agency it controls as specified in the City's Vested Laws. Partial releases of any such required financial assurances shall be made as work progresses based on the City's Vested Laws.

9.3 **Upsizing/Reimbursements to Developer**. The Developer shall complete capacity studies for all City utilities required to serve this Project. The City shall not require Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(21) (2020)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Developer shall not refuse any request from the City to upsize Public Infrastructure if the costs to be paid by the City for such upsizing are within industry standards. Furthermore, if approved on a case-by-case basis by the City Council, Developer shall be eligible to receive credits against impact fees or any other fees that City may assess, as compensation for any such upsizing or system improvements. The Developer shall make like sized connections to those utilities as those which are already in place. The City agrees to cooperate with

[2] NTD: to be discussed with City.

Developer, and to take all reasonable actions necessary to provide the utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. Subject to Section 3.2, all impact fees charged by the City in connection with the development of the Property and the approval of Plats or site plans shall be calculated based on the City's impact fee schedule as in effect on the Effective Date.

9.4 **Culinary Water and Sanitary Sewer Improvements**.[3] Upon payment to the City by the Developer, the City agrees to provide all culinary water and sanitary sewer services to the Property without requiring the dedication of water rights from Developer upon payment of the fees associated with the approved development designs. City agrees to provide Developer "will serve" commitments with respect to the Property. Upon dedication of water and sewer improvements to the City by Developer, City shall reserve such developed capacity necessary for the use of the Project on the Property.

9.5 **Storm Water Improvements**. Developer shall construct, or cause to be constructed, storm water retention and detention facilities as may be necessary for the development of the Property as contemplated by the vested rights described herein. Developer shall not be required to design and construct such retention and detention facilities to address storm water flows originating from outside the Property. This City may require the Developer to engage with adjacent property owners to address known adverse stormwater conditions. Stormwater facilities shall not apply towards qualifying open space required by the Zoning unless the quality of the open space is reasonably deemed usable by the City Community Development Director.

9.6 **Electrical and Natural Gas, and Telecommunication Utilities**. The City agrees to cooperate with Developer and public utility service providers in their efforts to ensure that sufficient electrical capacity and transmission infrastructure and natural gas capacity and transmission is present to serve the Property.

9.7 **City Services**. City shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer, storm water and other municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the City Council, which rates may not differ materially from those charged to others in the City's boundaries. City also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

9.8 **Transportation**. The Developer shall maintain transportation infrastructure to City standards and specifications in accordance with City's Vested Laws. If the Developer proposes a design that is not within the City standards or specifications, the Developer shall provide standards and specifications which are reasonable within industry standards. Deviations from City standards shall be reviewed by the City Engineer and may be approved to be incorporated into the approved Development Application. The City shall allow reasonable access to the City public right of way and public utility easements as applicable for the development of the approved development plans. The Developer shall provide the City applicable access and easements for public transportation within the Development. The City cannot dedicate access to non-city rights-of-way or easements; the Developer shall be responsible for coordination and approval for those requests.

9.9 **Infrastructure Studies**. The Developer shall conduct applicable studies to determine the development requirements for services and its impacts to the City and other public utility infrastructure. These studies shall include water, wastewater, stormwater, electrical, transportation impact studies, parking, and other studies as determined by the Community Development Director or City Engineer in accordance with the City's Vested Laws, and the Developer may obtain additional studies for services and its impacts

[3] NTD: Project water needs to be discussed further.

to the City and other public utility infrastructure. The City may obtain, at its cost, its own studies regarding the development requirements for services and its impacts to the City and other public utility infrastructure. The parties shall use all such studies reasonably and lawfully make the final determination of required improvements to the existing infrastructure that may be impacted by the proposed development.

9.10 **Acceptance of Public Infrastructure and Rights-of-Way.** The City intends to accept public infrastructure and rights-of-ways that serve the interests of the public. Subject to the vested rights in this DA, the Developer shall provide to the City public infrastructure and rights-of-way which meet or exceed the City standards and specifications, or which have been conferred as requirements during the Development Application. The Developer shall not transfer dedication of public infrastructure or right-of-way without the direct consent from the City Engineer. If the development improvements are within non-city jurisdiction, then the City cannot guarantee or coordinate approvals and dedication of those improvements not within the City jurisdiction.

9.11 **Non-City Coordination**. The Developer shall coordinate with adjacent City agencies, to include City, State, County, local District, and Utility agencies for design reviews, access needs and approvals as required for the Developer's proposed development design. The City shall not coordinate these reviews for the Developer. The City may provide mediation between Developer and non-city agency to resolve issues which may arise.

10. **Default**.

10.1 **Notice**. If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

10.2 **Contents of the Notice of Default**. The Notice of Default shall:

10.2.1 Specific Claim. Specify the claimed event of Default;

10.2.2 Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;

10.2.3 Materiality. Identify why the Default is claimed to be material; and

10.2.4 Cure. Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

10.3 **Remedies**. If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

10.3.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

10.3.2 Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.3.3 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

10.4 **Attorney Fees**. The Party prevailing in any action brought to enforce the terms of this DA shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

10.5 **Public Meeting**. Before any remedy in Section 10.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6 **Extended Cure Period**. If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

10.7 **Default of Assignee**. A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

11. **Notices**. All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:	**With a Copy to:**
Cottonwood Geneva LLC 299 S Main Street SLC, Utah 84111 Attention: Scott Swallow Email: sswallow@dakotapacific.com	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, Utah 84101 Attention: Craig T. Jenson Email: cjenson@swlaw.com
To Vineyard City:	**With a Copy to:**
Vineyard City 125 South Main Street Vineyard, Utah 84059 Attention: City Manager with copy to City Recorder Email: refer to City website	Hayes Godfrey Bell, P.C. 2118 East 3900 South, Suite 300 Holladay, Utah 84124 Attention: Jayme Blakesley Email: jblakesey@hgblaw.net

11.1 **Effectiveness of Notice**. Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

11.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

11.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

11.1.4 Change of Address. Any Party may change its address for Notice under this DA by giving written Notice to the other Party in accordance with the provisions of this Section.

12. **Headings**. The captions used in this DA are for convenience only and a not intended to be substantive provisions or evidence of intent.

13. **No Third-Party Rights/No Joint Venture**. This DA does not create a joint venture relationship, partnership or agency relationship between the City or Developer. Further, the Parties do not intend this DA to create any third-party beneficiary rights except as expressly provided herein. The Parties

acknowledge that this DA refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability**. The rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer as provided herein.

14.1 **Related Entity; Subdevelopers**. Developer's assignment of all or any part of Developer's rights and responsibilities under this DA to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project, Developer's pledging of part or all of the Project as security for financing, or Developer's assignment or partial assignment to a Subdeveloper, shall each be considered pre-approved by the City. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.2 **Non-Related Entity**. Developer's assignment of all or any part of the Developer's rights and responsibilities under this DA to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment. The City may object if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or is in the process of being cured in a manner acceptable to the City, or the proposed assignee or related entity has a documented history of failing to meet its obligations in prior agreements with the City or other governmental entities, or any similar reason.

14.3 **Partial Assignment**. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

14.4 **Assignees Bound by DA**. Any assignee of all or any part of Developer's rights and responsibilities under this DA shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.

14.5 **Sale of Parcels**. The Notice, approval, and consent provisions set forth in this Section 14 do not apply to Developer's sale or lease of Parcels. Developer may sell or pledge part or all of the Project as security for financing without requiring City's approval.

15. **No Waiver**. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

16. **Severability; Invalidity**. If any immaterial provision of this DA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall

remain in full force and affect. If any of the City's Current Laws are declared to be unlawful, unconstitutional or otherwise unenforceable then Developer will, nonetheless comply with the terms of this DA to the extent not precluded by law. In such an event, Developer and City shall cooperate to have City adopt a new enactment which is materially similar to any such stricken provisions, and which implements the intent of the Parties under this DA.

17. **Force Majeure**. Any prevention, delay, or stoppage of the performance of any obligation under this DA that is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, pandemic, quarantine, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

18. **Time is of the Essence**. Subject to the contrary provisions of this DA, time is of the essence to this DA and every right or responsibility shall be performed within the times specified.

19. **Appointment of Representatives**. To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Community Development Director. The initial representative for Developer shall be Steve Borup. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

20. **Applicable Law**. This DA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue**. Any action to enforce this DA shall be brought only in the Fourth District Court for the State of Utah in Utah County.

22. **Entire Agreement**. This DA, and all Exhibits thereto, is the entire agreement between the Parties and supersedes, incorporates and merges all prior negotiations, representations and agreements, whether oral or written regarding the subject matter hereof. This DA may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. If there is a conflict between the Zoning and this DA, then this DA shall control.

23. **Mutual Drafting**. Each Party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against any Party based on which Party drafted any particular portion of this DA.

24. **Recordation and Running with the Land**. This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land. The data disk of the City's Vested Laws shall not be recorded in the chain of title. A secure copy of such data disk shall be filed with the applicable City Recorder and each party shall also have an identical copy.

25. **Exclusion from Moratoria**. The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann*. § l0-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the City with clear and convincing evidence.

26. **Authority**. The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. City is entering into this DA after taking all necessary actions to enter into the agreements and understandings set forth herein. City's enactment of the resolution approving this DA, and entering into

this DA, are legislative acts allowed and authorized by *Utah Code Ann*. § 10-9a-101, *et seq*., including specifically *Utah Code Ann.* § 10-9a-102(2).

[Signature Pages Follow]

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

DEVELOPER:

COTTONWOOD GENEVA LLC,
a Utah limited liability company

By:_____
Name:_____
Its: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF_____)

On the _____day of_____, 2023, personally appeared before me_____, who being by me duly sworn, did say that he/she is the_____of Cottonwood Geneva LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

CITY:

Approved as to form and legality:

_____
Jayme Blakesley
City Attorney

VINEYARD CITY,
a Utah political subdivision

By:_____
Name: Julie Fullmer
Its: Mayor

Attest:

_____
Pamela Spencer
City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the_____ day of_____, 2023 personally appeared before me Julie Fullmer who being by me duly sworn, did say that she is the Mayor of Vineyard City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Julie Fullmer acknowledged to me that the City executed the same.

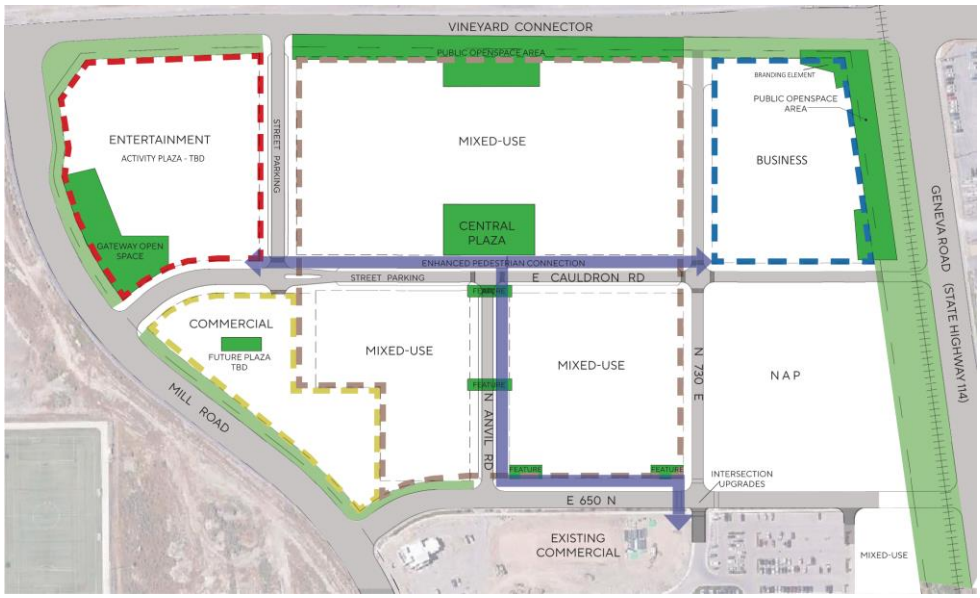
_____
NOTARY PUBLIC

EXHIBIT A
[Legal Description of the Property]

LOTS 1, 2, 3, 4, 6, 7, AND 10, PLAT A, THE FORGE SUBDIVISION AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, UTAH

EXHIBIT B[4]

[Land Use Map; Land Use Areas; Land Uses]



Area Designation

	Entertainment	Commercial	Mixed Use	Business
Single Household Detached	NP	NP	NP	NP
Single Household Attached	NP	P[1]	P	NP
Multi-household	P[2]	P[2]	P	NP
Lodging	P	P	P	P
Commercial	P	P	P[3]	P[4]
Food and Beverage	P	P	P[3]	P[4]
Entertainment	P	P	P	P
Office	P	P	P	P
Surface Parking	P[5]	P[5]	P[5]	C/P[6]

P = Permitted, C = Conditional, NP = Not Permitted

Notes:

1. No more than 10% of the total Block's land area.
2. Allowed up to two stories above ground floor commercial
3. Provisions for commercial use required adjacent to Central Plaza on Cauldron
4. Ancillary to primary business uses
5. To be located primarily internal to the block
6. No more than 30% of the lot coverage in surface parking. Conditional approval if 30% of surface parking is exceeded.

[4] NTD: Subject to updates.

EXHIBIT C[5]
[Modifications to Zoning]

1. **4.04 Uses:** Commercial electric vehicle (EV) charging station is a conditional use on Block H.

2. **4.08.3 Residential Intensity.** This section is replaced by the terms of the DA, including the provisions related to Maximum Units and the Land Use Areas.

3. **4.08.4 Non-Residential Intensity:** This section is replaced by the terms of the DA, including the provisions related to Land Use Areas.

4. **4.08.6 Setbacks:** Setbacks along Mill Road, Vineyard Connector, and Geneva Road may be approved for common area open space as shown in the Land Use Map, Exhibit B. Block H shall be allowed minimum rear and side setbacks of 10 feet.

5. **4.08.9.b Open Space:** This section is replaced with provisions related to open space and common area elements set forth in Section 2 of Exhibit D.

6. **4.08.10.a Parking**:

   Add Commercial Lodging to the table: Commercial Lodging, 1 space per guest room.

   Change residential parking requirement to:

   Family Occupancy: 1 stall per bedroom, up to 2 maximum stalls per unit.
   Non-Family Occupancy: 1 stall per occupant (according to the recorded Building Occupancy Agreement with the City).
   Visitor Parking
   - 0.25 stalls per unit visitor parking
   - the visitor parking stalls can be re-purposed for other parking requirements with a parking study demonstrating there are available visitor parking from adjacent mixed-uses.
   - On street parking at private streets within 500 feet of the building entrance may count towards visitor parking. If the street frontage is shared with non-residential uses, 50% of the available on street stalls may be used for visitor parking.

   Shared parking credits as defined in the zoning code applies. Parking requirements may be modified pursuant to the provisions of Section 2.13.2 of the Development Agreement.

7. **4.08.10.b:** Replace the current text which states

   "All parking stalls associated with a land use, whether shared or individually reserved, shall be located on the same block as the use for which they are intended"

   with

   "Shared parking on adjacent blocks may be utilized for commercial parking requirements, provided the route of travel from the nearest parking space to the commonly used entrance of the principal use served is within 750 linear feet.

8. **4.10.4 Block Structure:** City acknowledges and agrees that the Block Structure in the Land Use Map shown in Exhibit B is approved.

9. **4.10.7.b**: Add additional paragraph.

   iii. The portion of Mill Road, 650 North, and Vineyard Connector and Geneva Road that are adjacent to the Project are 'Major Roads'. Buildings with more than one hundred fifty (150) feet of building facade facing

[5] NTD: Subject to updates.

major roads, shall include:

- *Residential Buildings*: a front door entrance that faces the Major Road for no less than 40% of the ground floor units facing Major Roads. Front entries shall include architectural interest and include a walkway to connect the front entry with the street's sidewalk

- *Commercial Buildings*: a primary or secondary entry that faces, or is within 30' of a facade that faces, a Major Road.

10. **4.10.4.d.ii Building Height and Stepbacks:** Modify as follows (additions in underline):

Buildings can range from a minimum of fifteen feet (15') in entertainment and commercial Land Use Areas or twenty feet (20') in other areas to a maximum of one hundred-twenty five feet (125') for flat roofs or one hundred forty feet (140') for pitched roofs. Staff may administratively approve a minimum fifteen-foot (15') building height for retail stand-alone buildings less than 10,000 square feet. Any stories above the fourth story should stepback a minimum of ten feet (10') from the right of way line (Figure: Building Stepback) for no less than 50% of lineal feet of those building facades that face Vineyard Connector.

Blocks A & E, as defined in the Forge MU Zoning, shall be limited to five (5) stories or seventy-five (75) feet in height.

11.

EXHIBIT D
[Development Standards and Design Guidelines for Common Open Spaces][6]

1) Purpose

The Forge Mixed Use ("MU") District is intended to encourage a mixture of commercial, office and residential uses within an urban village atmosphere. Development in the Forge MU District is intended to provide a pedestrian oriented, safe and attractive streetscape, and a controlled and compatible setting for residential and commercial development. The standards are intended to achieve established objectives for urban and traditional design, pedestrian amenities and land use regulation.

2) Common Open spaces

Open space is an essential amenity in a walkable, urban setting. Within The Forge, the primary common open spaces, as shown in Figure 1, are the Central Plaza, Anvil Pedestrian Corridor, the East and West Gateway Parks, the Connector Pedestrian Corridor, future plazas to be located in the Entertainment and Commercial areas, and the Geneva Trail Park. Except for the Geneva Trail Park, these open areas will be privately owned and accessible to the public via a recorded public access easement. The Geneva Trail Park land will be dedicated to the City, per paragraph 9.1.1 of this DA. The privately owned open space shall be maintained by the Property Owner's Association for the Project.



Figure 1 – Master Planned Open Space Areas

[Add Lot 10 / Block H to diagram]

The developer shall provide the private common open space areas, fully improved, for a total of publicly accessible open space of 5 acres. Developer may make elect to construct open space improvements above the standards defined herein in lieu of providing up to 0.75 acres of the required 5 acres of publicly accessible open space. Developer shall demonstrate to the City that the value of the above standard improvements equates to the value of land reduced. The Geneva Trail Park

[6] NTD: Subject to updates

improvements are subject to paragraph 9.1.1 of this DA. The design intent and features for each designated area that are described in this Exhibit shall be provided.

3) General Requirements

a) Landscaping

i) **Installation**. The installation of landscaping shall adhere to the following standards.

(1) **National Standards**. Best management practices and procedures according to the nationally accepted standards shall be practiced.

(a) 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.

(b) 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.

Area Designation	Size
Central Plaza	±0.75 Acres
Anvil Pedestrian Corridor	±0.5 Acres
East Gateway Park	±0.5 Acres
West Gateway Park	±0.5 Acres
Connector Corridor	≥0.5 Acres
Commercial Plaza	≥0.5 Acres
Entertainment Plaza	≥0.75 Acres
Total Private Open Space	**4.25 Acres**
Geneva Trail Park	0.75 Acres
Total Open Space	5.0 Acres

Table 1 – Common Open Space Designations and Estimated Sizes

(2) **Installation**. Landscaping shall be fully installed prior to the issuance of a certificate of completeness.

(a) 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 delivered to the City.

(b) 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.

(3) **Plant Size Requirements**. Plant material shall be sized according to *Table 2* at the time of installation, unless otherwise noted in this section.

Plant Material Type	Minimum Size
Deciduous Shade/Overstory Tree	
Single Trunk	1" caliper
Single Trunk (street trees)	2" caliper
Multi Trunk	10' in height
Other	
Evergreen Tree	7' in height
Understory Tree	6' in height
Ornamental Tree	1.5" caliper
Shrubbery - Deciduous	container class 3
Shrubbery - Evergreen	container class 3
Ground cover	2" in height

Table 2 - Plant Size Requirements

ii) **Condition of Landscape Materials**. The landscaping materials used shall be:

(1) Healthy and hardy with a good root system.

(2) Chosen for form, texture, color, fruit, pattern of growth, and suitability to local conditions.

(3) Tolerant of the natural and man-made environment, including tolerant of drought, wind, salt, and pollution.

(4) Appropriate for the conditions of the site, including slope, water table, and soil type.

(5) Protected from damage by grates, pavers, or other measures.

(6) Plants that will not cause a nuisance or have negative impacts on an adjacent property.

(7) Species native or naturalized to the Wasatch Front whenever possible.

(8) Compost, mulch, and organic matter may be utilized within the soil mix to reduce the need for fertilizers and increase water retention.

(9) All installed plant material shall be fully maintained until established, including watering, fertilization, and replacement as necessary.

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

(1) Planting Beds.

(a) Planting beds may include shrubs, ornamental grasses, ground cover, vines, annuals, or perennials. Edible landscape is permitted.

(b) Nonliving materials, such as pine straw, colored gravel, or mulch, are permitted for up to 60% of a bed area.

(c) Annual beds must be maintained seasonally, replanting as necessary.

(d) Planting beds in public areas must be privately maintained.

(2) Grass. Seeded or sodded grass may be planted throughout landscaped areas.

(a) Grass shall be established within 90 days of planting or the area must be reseeded or resodded.

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

iv) **Tree Installations**. Refer to the list of permitted street tree types maintained by the City.

(1) Tree Measurement. Tree size shall be measured by ISA arborists standards.

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

(3) 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. See Vineyard Tree and Landscape manual for list of Vineyard City approved trees.

(4) 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.

(5) Tree Requirements. See specifics for each open space designated area.

(6) Permeable Surface. For each tree preserved or planted, a minimum amount of permeable surface area is recommended, unless otherwise stated in this ordinance. Permeable area for one tree cannot count toward that of another tree.

(7) 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).

(8) Minimum clear branch height is 8' over sidewalk and 14' over roads.

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

(1) All irrigation systems shall be designed to minimize the use of water.

(2) Non-residential landscape irrigation shall have an automatic clock-activated permanent system.

(3) The irrigation system shall provide sufficient coverage to all landscape areas.

(4) The irrigation system shall not spray or irrigate impervious surfaces, including sidewalks, driveways, streets, and parking and loading areas.

(5) All culinary-fed systems shall be equipped with a back-flow prevention device.

(6) All mechanical systems including controllers and back-flow prevention devices shall be properly screened from public view.

b) Lighting

i) Site lighting shall provide safe and enjoyable experiences for pedestrian or community activity at night.

ii) Site lighting shall be at a pedestrian scale and should help define the functional areas of a property.

iii) Site lighting shall be scaled appropriately for the commercial or residential property on which it is located.

iv) Site lighting to be dark sky compliant.

c) Bicycle Parking

i) The following bicycle parking shall be provided throughout the development:

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

Table 4 – Bicycle Parking Requirements

d) Signage

i) Prior to the first construction of open space, developer shall submit to the city a master signage plan for approval. The plan shall provide for consistent thematic environmental and wayfinding signage design as well as provide guidelines for building and monument signage for the Project.

4) Specific Common Area Definition

a) Central Plaza

i) Intent. The Central Plaza will be a key outdoor activity center for the Project. It will provide a variety of functional spaces that accommodate gatherings and relaxation. It will integrate with the surrounding commercial and residential uses.

ii) Key design features:

(1) Provide at least 1 point of interest such as public art, a sculpture, or a water feature.

(2) Space allocation and accommodations to support events such as festivals and community gatherings.

(3) Provide a variety outdoor seating options which integrate with the Landscaping.

(4) Accommodate adjacent food and beverage uses with centrally facing outdoor patios towards the park.

(5) Provide a scale appropriate play area to use natural or themed artistic forms rather than traditional playground equipment.

iii) Landscaping:

(1) Create a variety of both hardscapes and softscapes.

(2) Install a minimum of 1 tree per 2,500 square feet on average, inclusive of street trees.

(3) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

b) Anvil Pedestrian Corridor

i) Intent:

(1) Provide an enhanced, inviting pedestrian experience that connects with commercial development to the south.

(2) Create impactful visual interest, establish the Project brand, and draw people towards the center of the Project.

(3) Encourage slow vehicle traffic at the 650 N and 700 E intersection through calming measures and purposeful design.

ii) Key design features:

(1) Width ___

(2) Seating

(3) Lighting

(4) Corner and pockets

iii) Paving:

(1) Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

(2) Street paving shall be flush with the curb and reinforce pedestrian priority.

iv) Landscaping

(1) Street furniture to be integrated into the design.

(2) Tree spacing to be a maximum of 120' on center and can be on either side of the shared street.

c) East Gateway Linear Park

i) Intent:

(1) Provide a welcoming public edge and view corridor from Geneva Road into the Project

(2) Create rest and play areas along the future Geneva Trail.

(3) Integrate with the future Geneva Trail system, providing an inviting and appropriate transition from the trail into the development's primary east / west pedestrian and micro mobility pathway.

(4) Add to the network of open and green spaces within the Project providing a meaningful connection point to pedestrian network outside the Project.

ii) Key design features:

(1) Provide a minimum width of 50' for the linear park per paragraph 9.1.2 of this DA.

(2) Play area to use natural or themed artistic forms rather than traditional playground equipment.

(3) Provide various types of seating such as concrete seat walls, natural elements (boulders), and benches.

(4) Continuation of the future Geneva Trail through the linear park as well as connection to Shared Street.

iii) Landscaping:

(1) Provide a variety of ground covers such as turf, native landscaping, mulch, and pavers.

(2) Provide dense grouping of trees and provide an average of 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees (if required).

d) West Gateway Linear Park

Figure 4 - Concept for the East Gateway Park

i) Intent. Provide a greenspace corridor along Mill Road which creates a purposeful open space along network of pedestrian pathways running through and adjacent to the Project.

ii) Key design features:

(1) Provide a minimum width of 50' for the linear park from the facade of the adjacent building(s) towards Mill Road.

(2) Provide at least 1 primary point of interest such as public art, a sculpture, paved plaza with shade trees, or seating with above standard landscaping that fosters community interaction.

(3) Concrete sidewalk or trail that connects the east / west pedestrian corridor to the corner of Mill Road and Vineyard Connector.

iii) Landscaping:

(1) Mix of native and low maintenance ground cover and turf.

(2) Provide 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees.

e) Connector Corridor

Figure 5 – Concept Sketch image

f) Commercial Plaza

i) Intent – The Commercial Plaza creates interest and an activity center near the entrance to The Forge from Mill Road. It will encourage outdoor gatherings and focus on complimenting the nearby dining and retail uses.

ii) Key design features:

(1) Create seating and gathering spaces that accommodate groups from 2 to 15 people.

(2) Outdoor lighting that creates interest and ambiance at evenings.

(3) A variety of seating and grouping options

iii) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, crushed stone, or another decorative hardscape approved by the City.

iv) Landscaping:

(1) Install a minimum of 1 tree per 2,500 square feet on average.

g) Entertainment Plaza

i) Intent. Key pedestrian connection corridor between the commercial businesses to the south and the Central Plaza.

ii) Key design features:

(1) Decorative lighting creating safety and ambiance.

(2) Intentional alcoves and recesses where street vendors or other public display areas can be safely placed. Alcoves shapes and depths shall promote safety.

(3) Activated by ground floor commercial at entrances and throughout the alley.

(4) Paving. Paving shall create interest and not be monolithic grey. It shall include color and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

(5) Min width of 20'

iii) Landscaping: Planters and trees at entrances or other key locations that help soften the built environment.

h) Geneva Trail Park

i) Intent. Create a stopping place along the future Geneva Trail and provide park access to residential areas to the South.

ii) Key design features:

(1) To be designed in cooperation with the city per paragraph 9.1.1

EXHIBIT E
[Initial Phase]



VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: 9.7 East District: The Creation of Public Infrastructure District (Resolution 2023-58)
Department: Administration

Presenter: Jayme Blakesley

Background/Discussion: Public Infrastructure Districts – Downtown – East District

This item will establish and adopt the governing documents for a Public Infrastructure District area East in the Vineyard Downtown Development. This structure allows for the development of necessary infrastructure in the project areas without burdening the city with those expenses.

Fiscal Impact:

Public Infrastructure District (PID) are specialized local-governmental entities established to finance and manage public infrastructure projects. Here is a summary of their key feature:

- A PID is an independent unit of local government established jointly by a city and the landowner/developer of the PID area;
- The construction of public infrastructure within a PID is funded either partially or entirely by a property tax levy or assessments to the property owners within the PID. This additional tax is a separate line item on a property owner's annual property tax assessment and is used to repay bond obligations.
- The primary role of a PID is to finance the construction of public improvements for the benefit of all residents and taxpayers of the district.
- PIDs are not created to provide ongoing operations and maintenance services. Once the public infrastructure is built, the PIDs role is typically concluded.

Recommendation:

Staff recommends the creation of a PID for the area of the East District of the Vineyard Downtown Development as per the attached map.

Sample Motion:

"I move to approve the creation of a Public Infrastructure District for the East district of the Vineyard Downtown Development."

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Attachments:
Resolution 2023-58
Map

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13, 2023

Agenda Item: 9.8 West District: The Creation of Public Infrastructure District (Resolution 2023-59)
Department: Administration

Presenter: Jayme Blakesley

Background/Discussion: Public Infrastructure Districts – Downtown – West District

This item will establish and adopt the governing documents for a Public Infrastructure District area West in the Vineyard Downtown Development. This structure allows for the development of necessary infrastructure in the project areas without burdening the city with those expenses.

Fiscal Impact:

Public Infrastructure District (PID) are specialized local-governmental entities established to finance and manage public infrastructure projects. Here is a summary of their key feature:

- A PID is an independent unit of local government established jointly by a city and the landowner/developer of the PID area;
- The construction of public infrastructure within a PID is funded either partially or entirely by a property tax levy or assessments to the property owners within the PID. This additional tax is a separate line item on a property owner's annual property tax assessment and is used to repay bond obligations.
- The primary role of a PID is to finance the construction of public improvements for the benefit of all residents and taxpayers of the district.
- PIDs are not created to provide ongoing operations and maintenance services. Once the public infrastructure is built, the PIDs role is typically concluded.

Recommendation:

Staff recommends the creation of a PID for the West District of the Vineyard Downtown Development as per the attached map.

Sample Motion:

"I move to approve the creation of a Public Infrastructure District for the West District of the Vineyard Downtown Development."

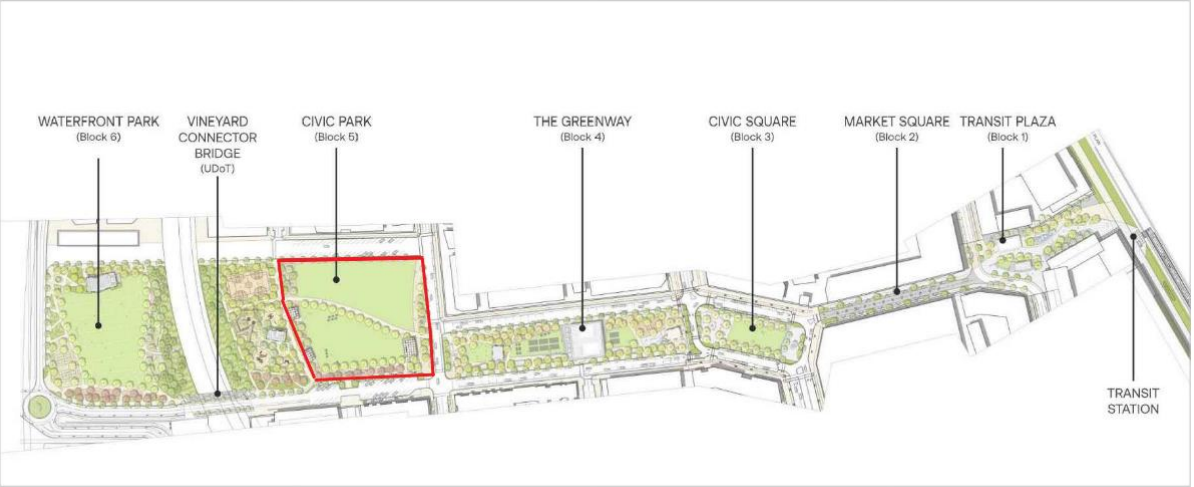
VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Attachments:
Resolution 2023-59

Community Development

Date: December 13, 2023
From: Rachel Stevens, Planner
To: Planning Commission
Item: 9.10 Promenade Aquatics Facility
Permit: PLAN23-026 (City Inspect, within the Land Use and Development Module)
Address: Lake Promenade Block 5, Vineyard, Utah, 84059
Applicant: Bronson Tatton, Flagborough



BACKGROUND & ANALYSIS

Flagborough is proposing a resort pool facility to be located within Block 5 of the Lake Promenade. The site plan includes several pool areas, a splash pad, a restaurant, indoor facilities, and a lawn area. Parking will be located on surrounding streets and blocks that have been designed with adequate overflow.The materials for the buildings include metal roofing, stone, fiber cement, glass, and an exterior panel system. The height of the building measures 40’.

STAFF RECOMMENDATION

Staff recommends approval of the site plan amendment to the Lake Promenade and the aquatics facility with the following conditions.

CONDITIONS

1. The applicant receives approval from the Public Works Director after completing a full technical review with approval of Full Civil Construction Drawings, SWPPP, NOI, Infrastructure cost estimates, Transportation Impact Study and Utility Impact Study.
2. The applicant pays any outstanding fees and makes any redline corrections.
3. The applicant is subject to all federal, state, and local laws.

PROPOSED MOTION

“I move to approve the site plan requested by Bronson Tatton, with Flagborough, with the proposed conditions.”

ATTACHMENTS

Resolution 2023-55
Site Plan
Elevations
Parking Plan

RESOLUTION 2023 – 55

THE PROMENADE AQUATICS FACILITY

LEGEND

1. RESTAURANT
2. OFFICE/ ADMIN/ LOCKER
3. SPA
4. LOCKER / CONCESSION
5. MAIN POOL
6. QUIET POOL
7. HOT POOL
8. COLD POOL
9. KID POOL
10. SPLASH PAD
11. WATER SLIDES
12. GATE
13. PUBLIC PLAZA
14. SHADE STRUCTURE
15. PUBLIC PERFORM/ EVENT LAWN
16. STAGE



IN PROGRESS CONCEPT

UTAH CITY PROMENADE RESORT POOL | VINEYARD CITY, UTAH

NORTH

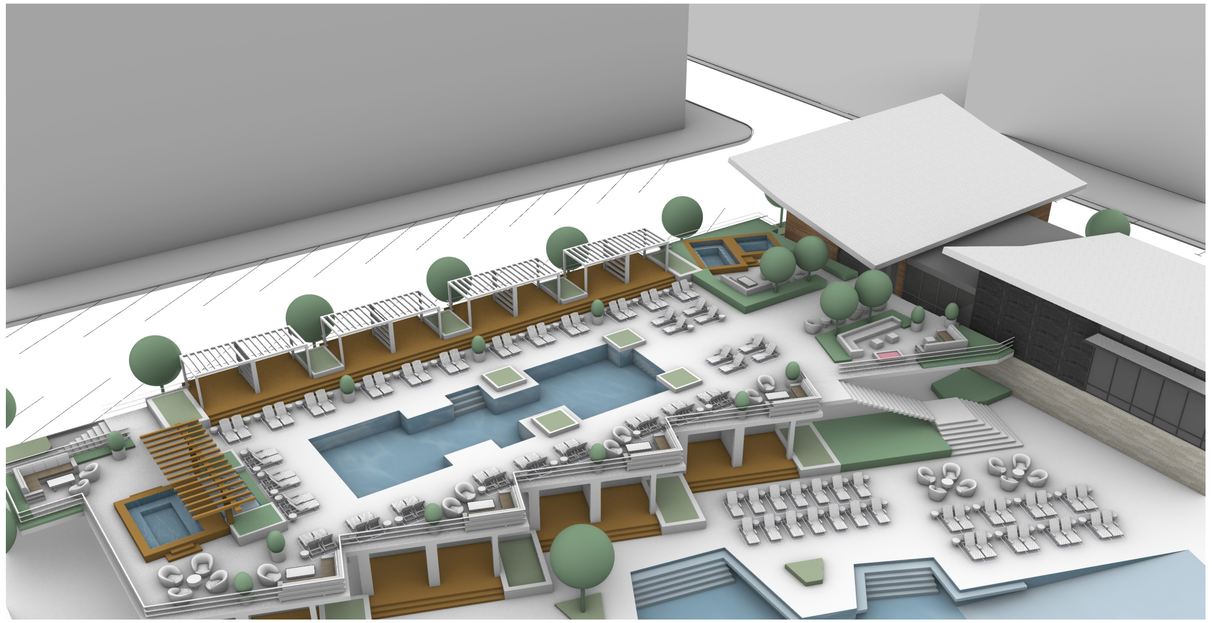
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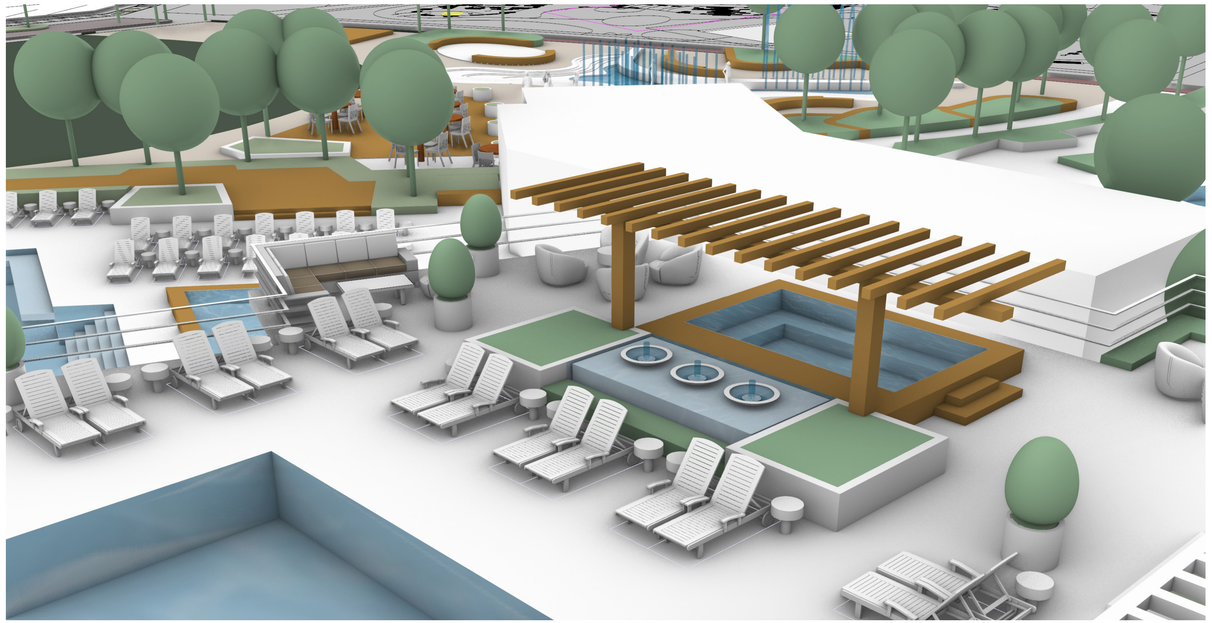


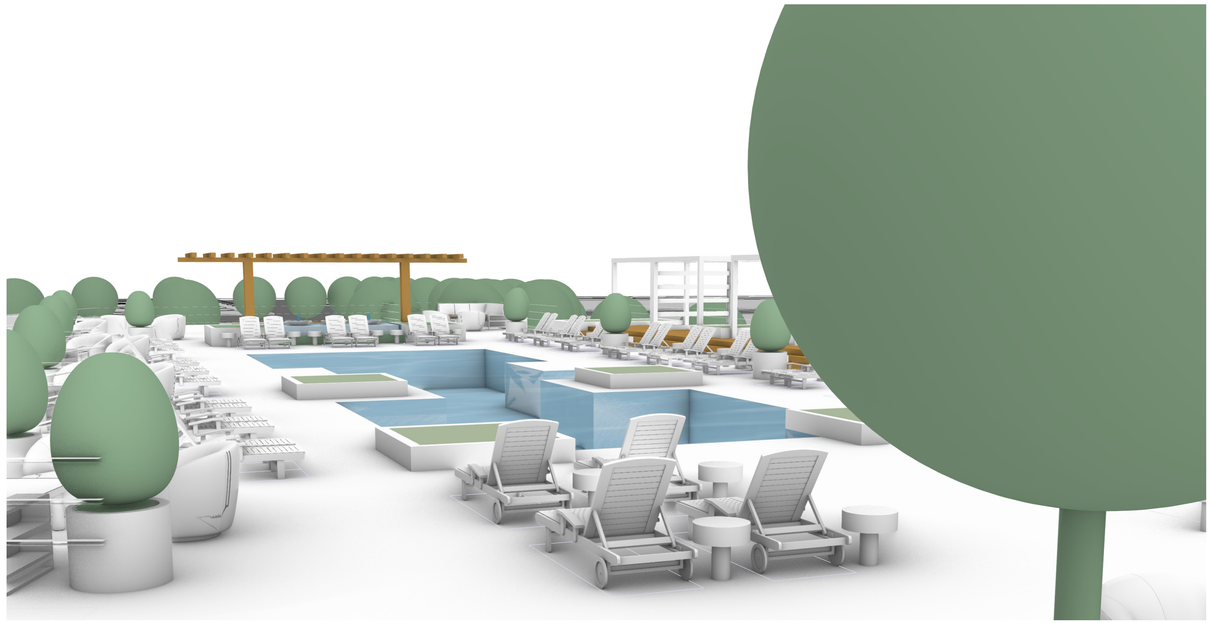








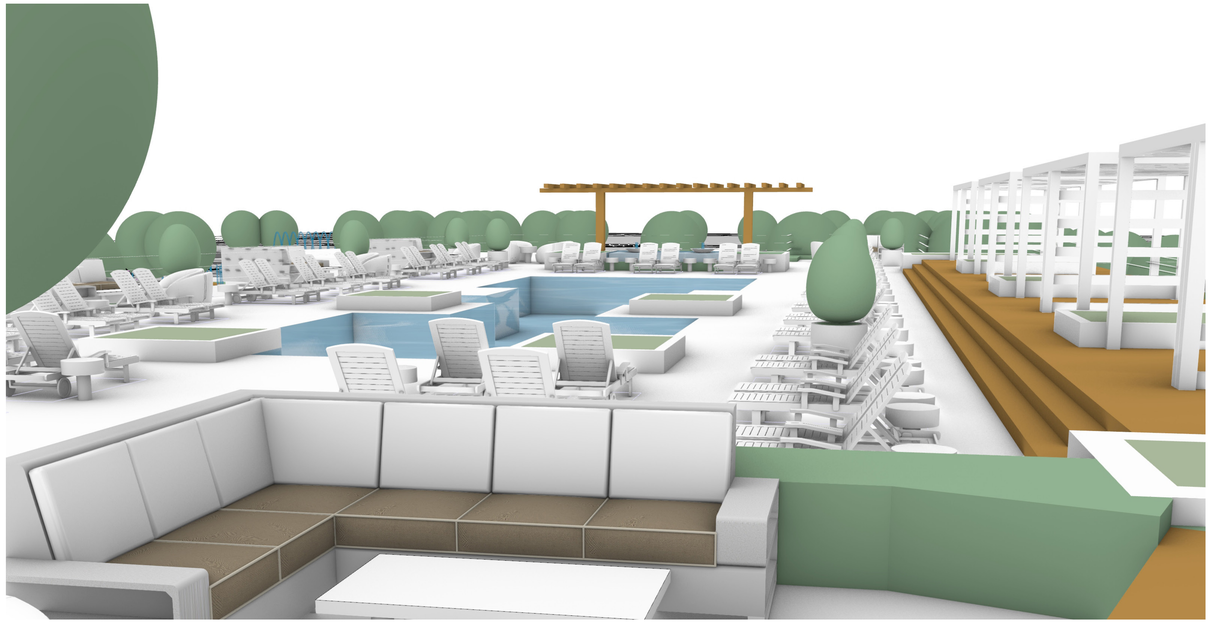


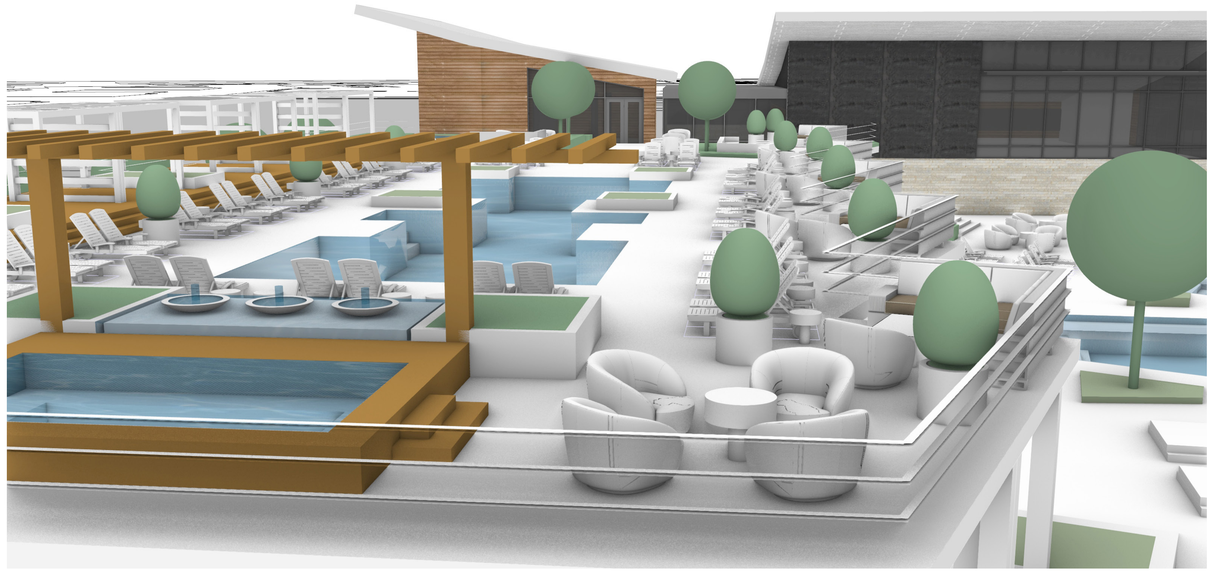


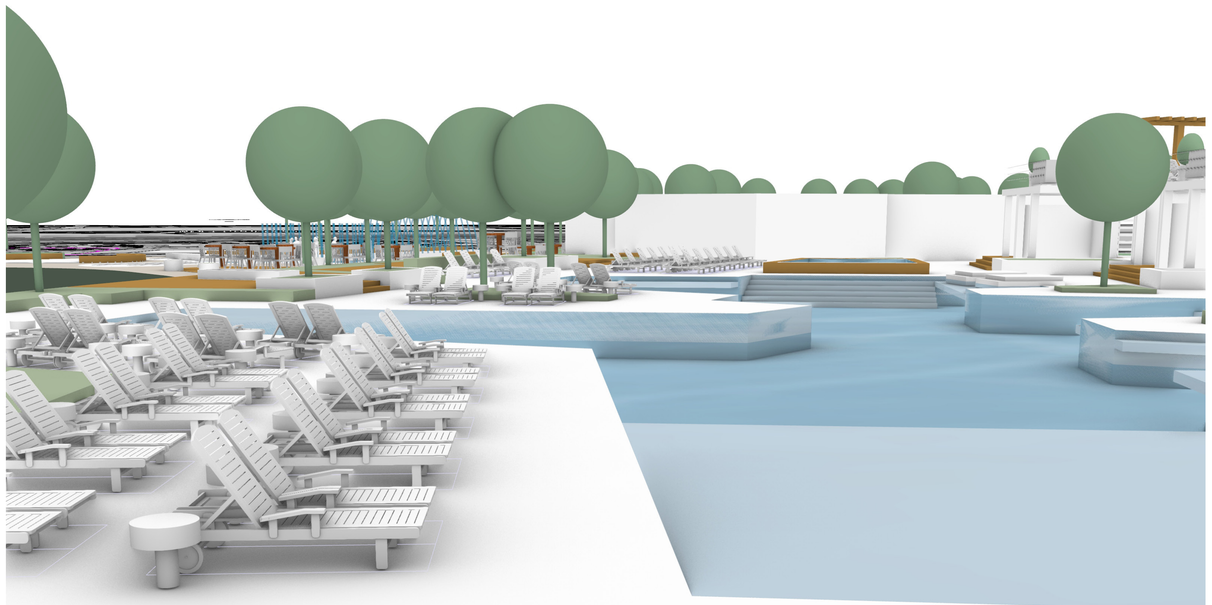
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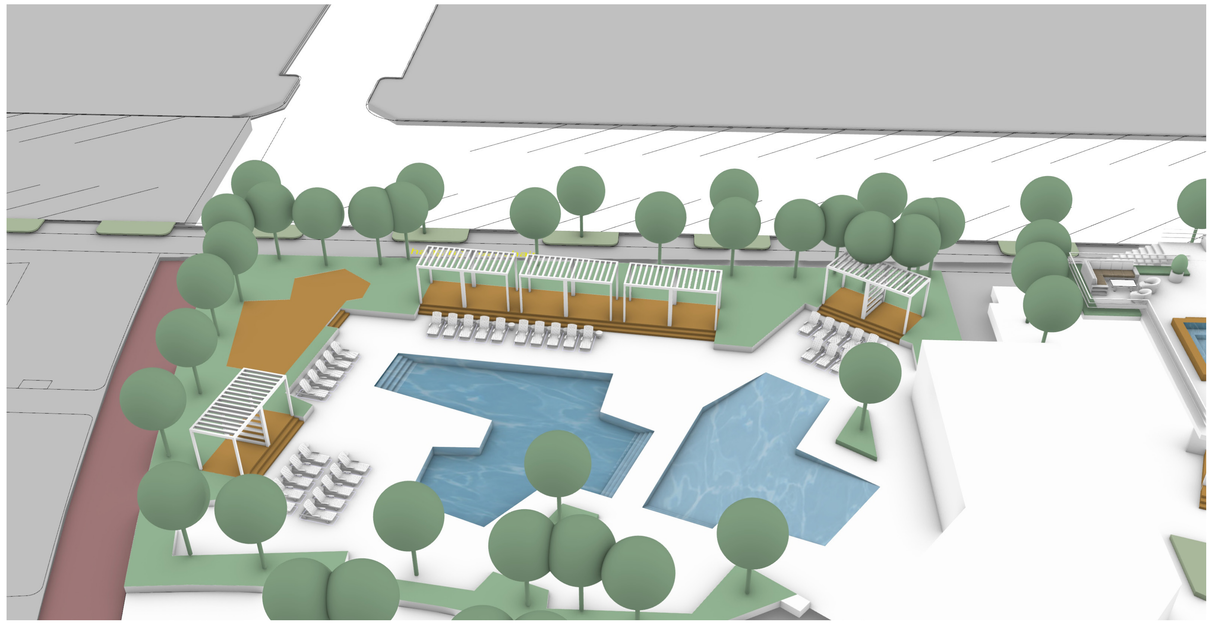
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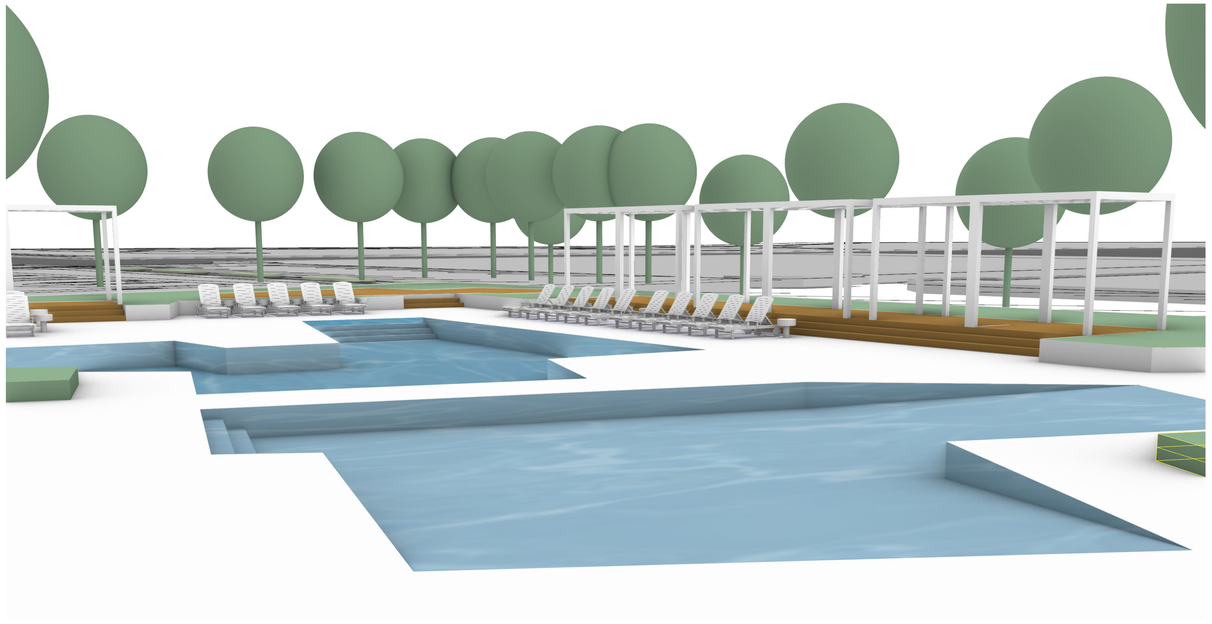
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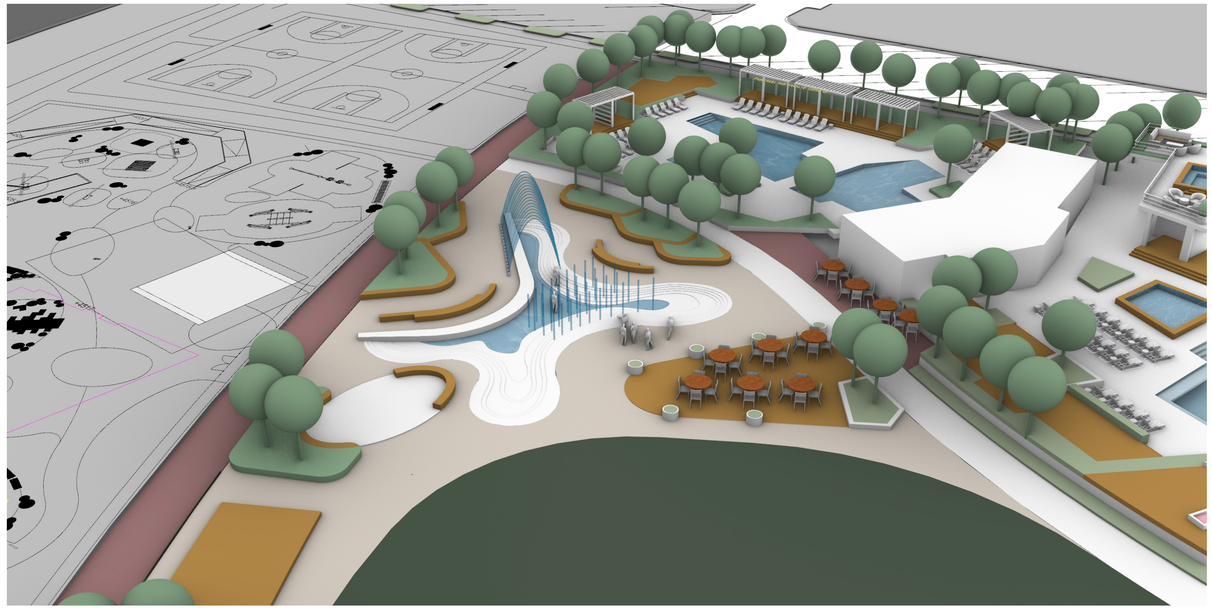


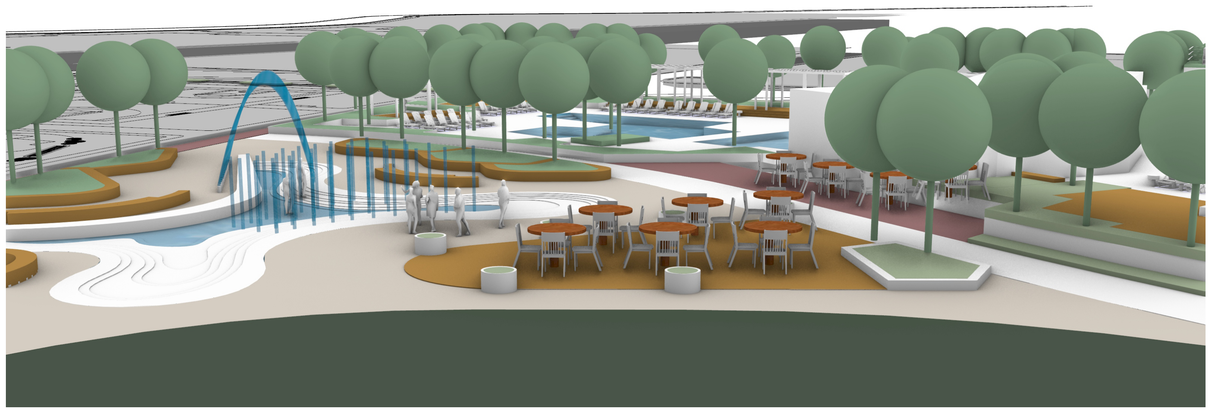


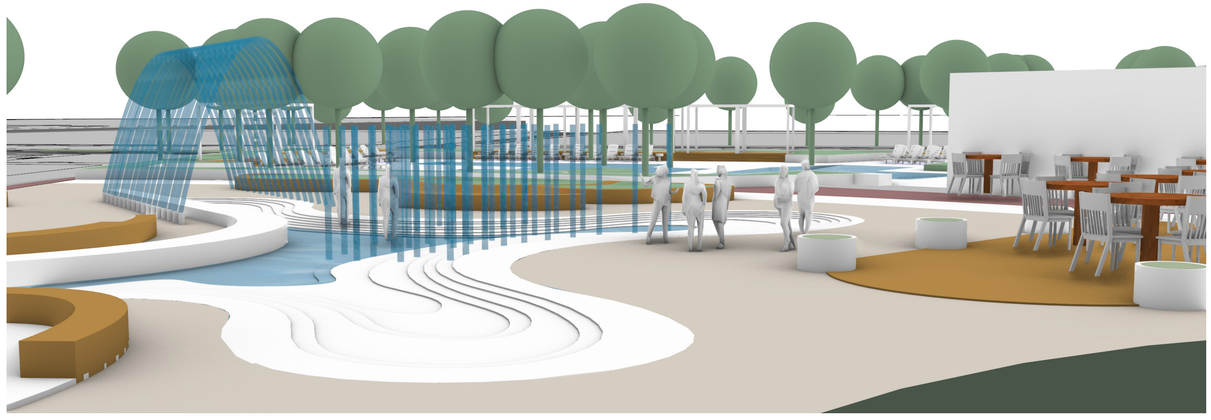


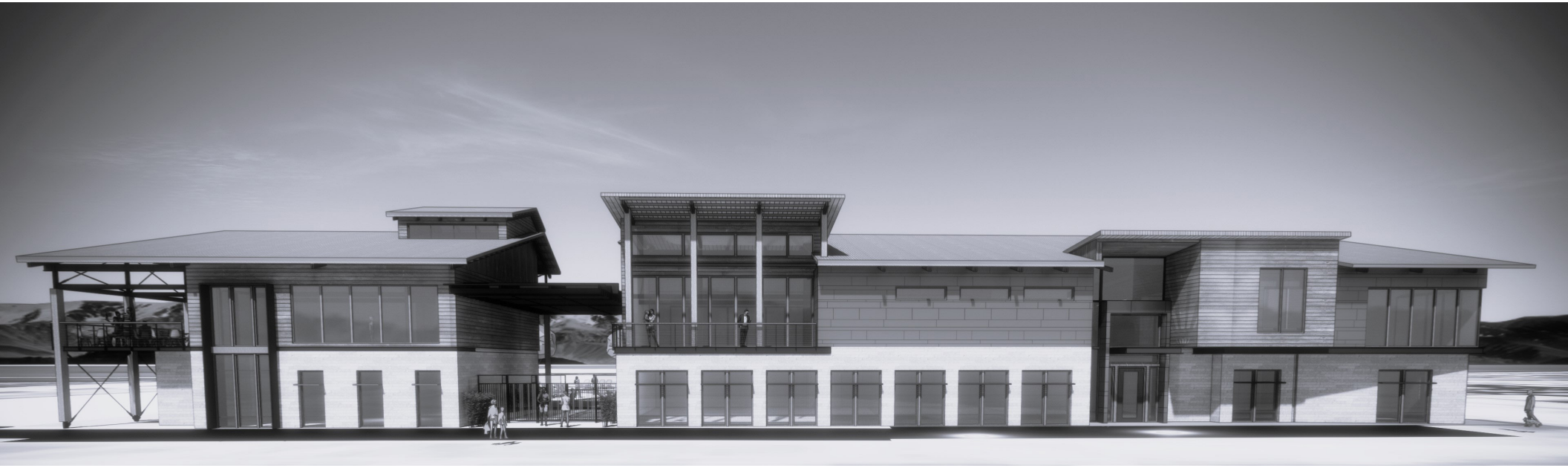




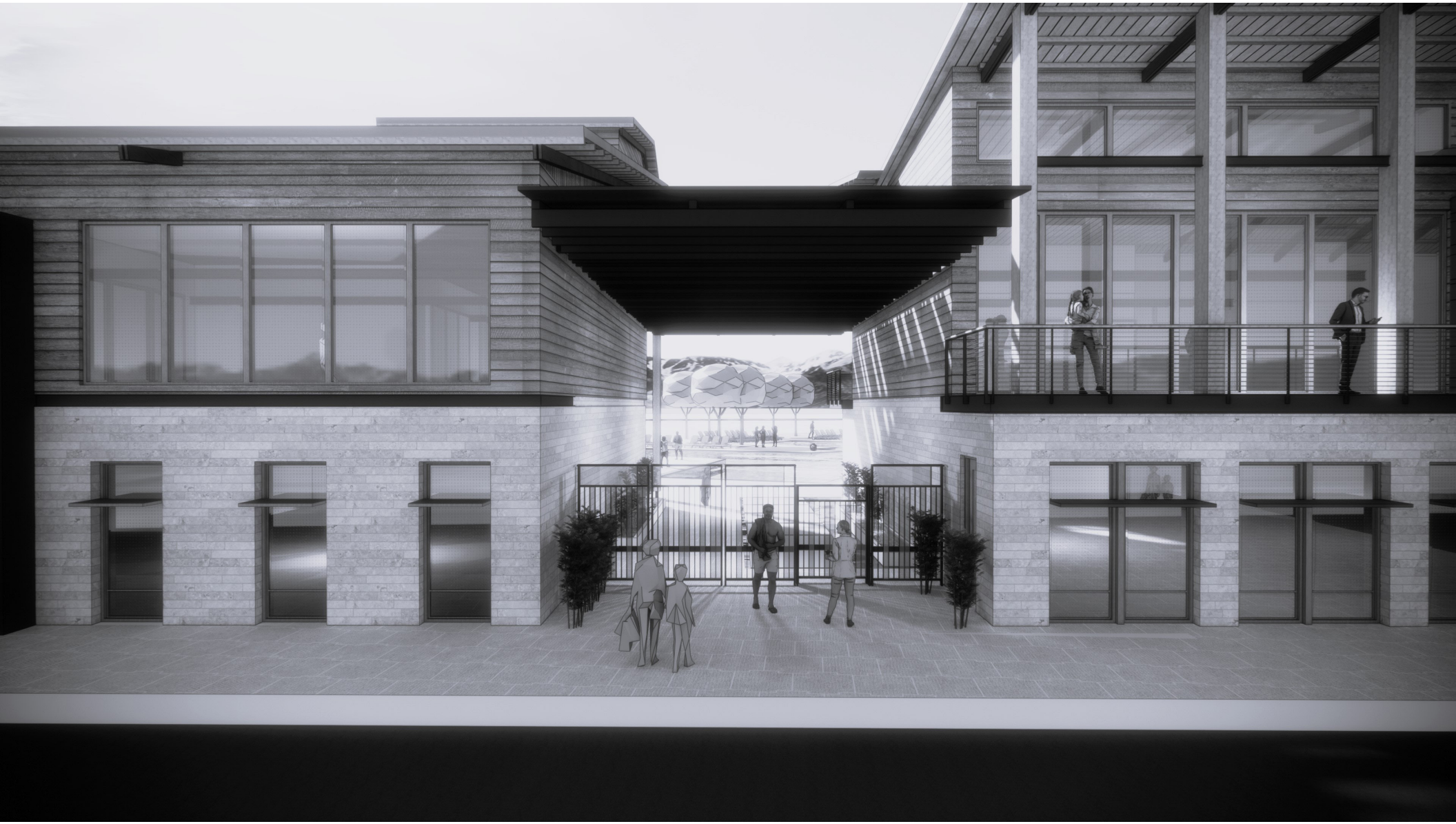




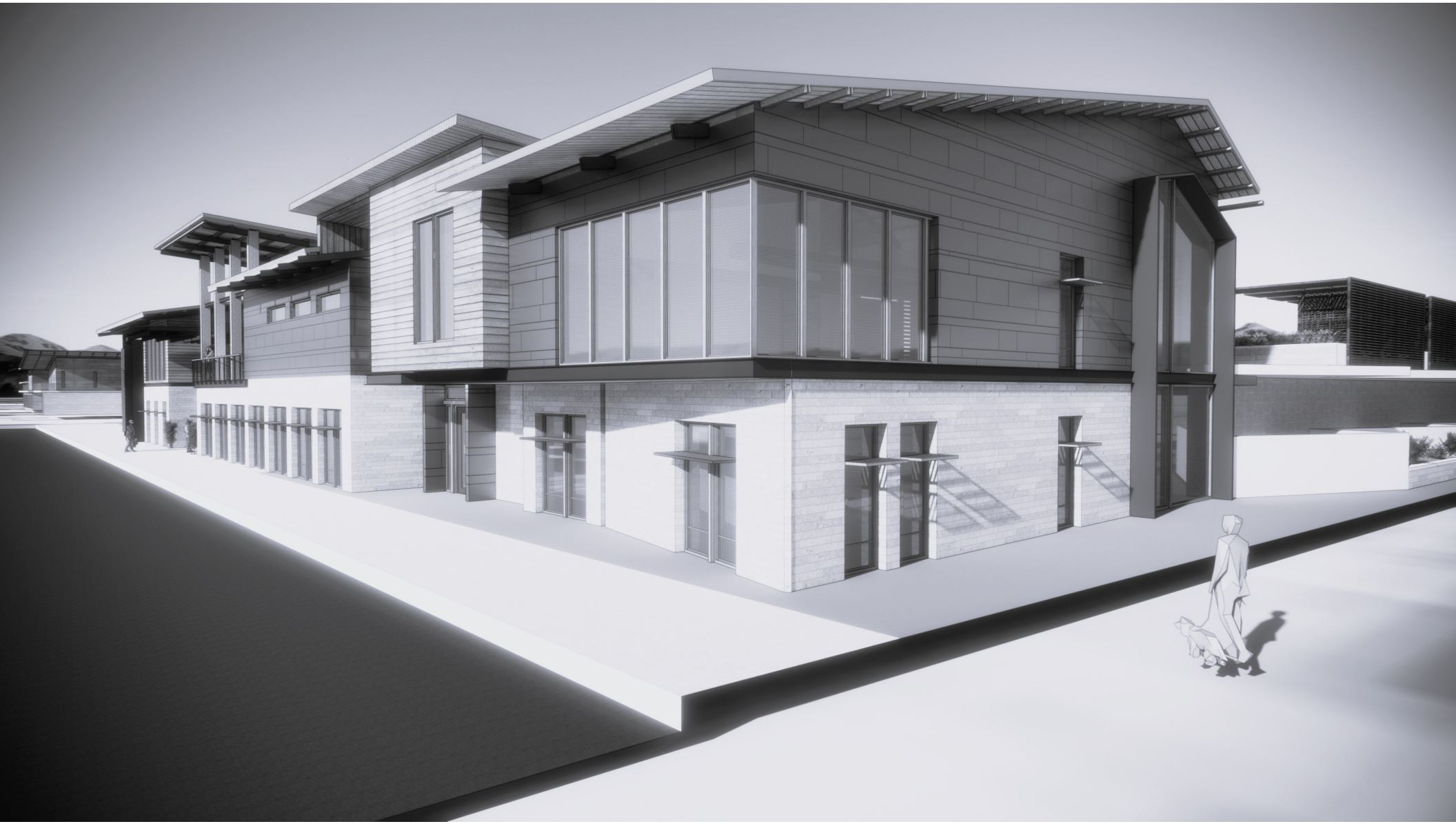


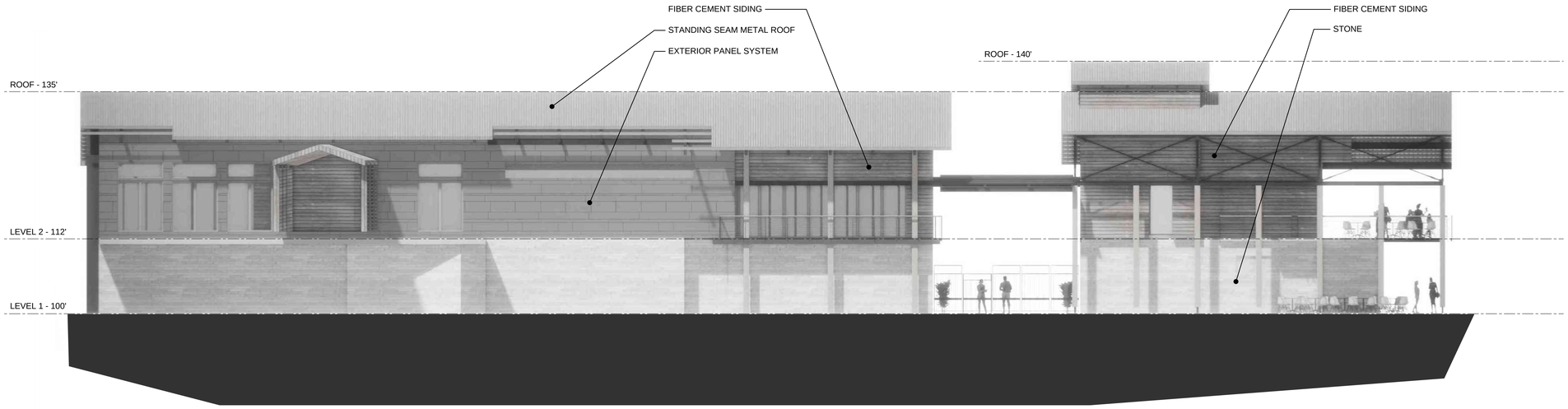




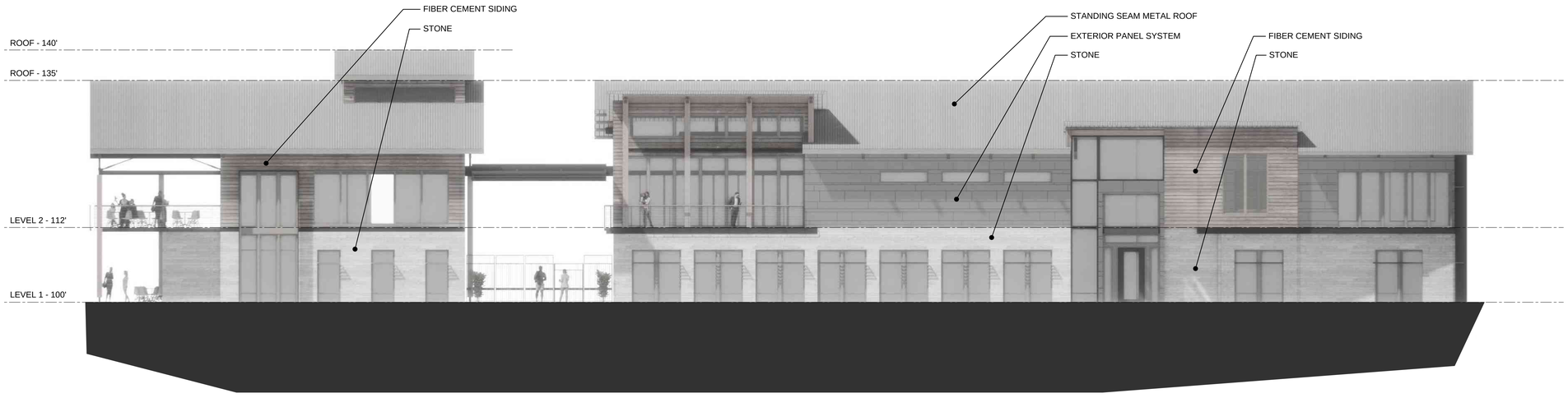








WEST ELEVATION



EAST ELEVATION

FFKR ARCHITECTS
730 Pacific Avenue · Salt Lake City, Utah 84104
O 801.521.6186 · **FFKR.COM**

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VINEYARD, UT
FLAGSHIP COMPANIES & WOODBURY CORP.
- DECEMBER 6, 2023

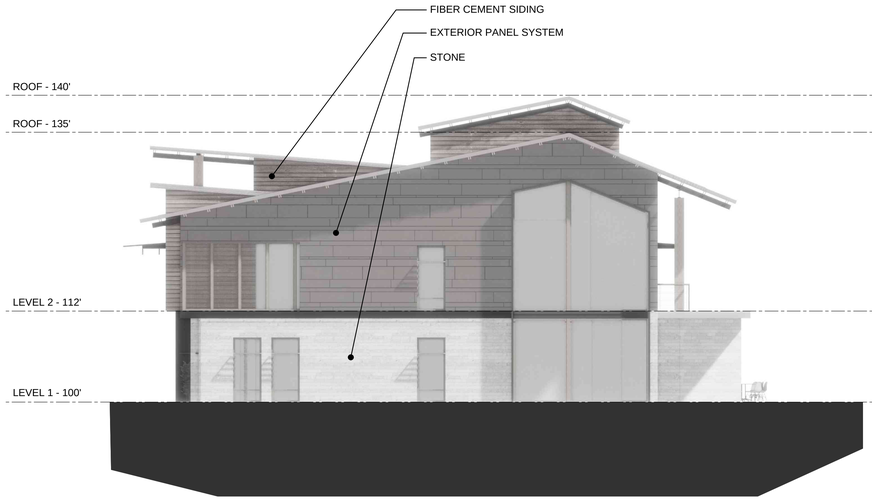
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PROJECT NUMBER 23123

EXTERIOR ELEVATIONS

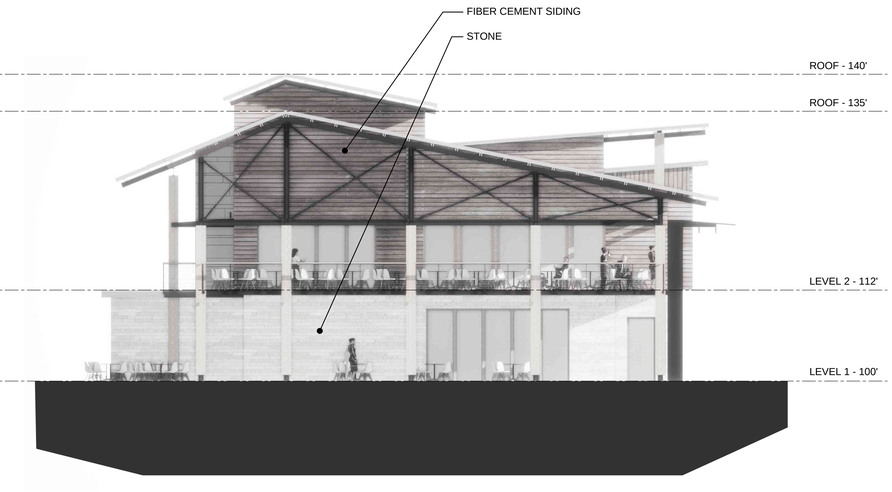
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NORTH ELEVATION

0" 8' 16'



SOUTH ELEVATION

0" 8' 16'

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- DECEMBER 6, 2023

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PROJECT NUMBER 23123

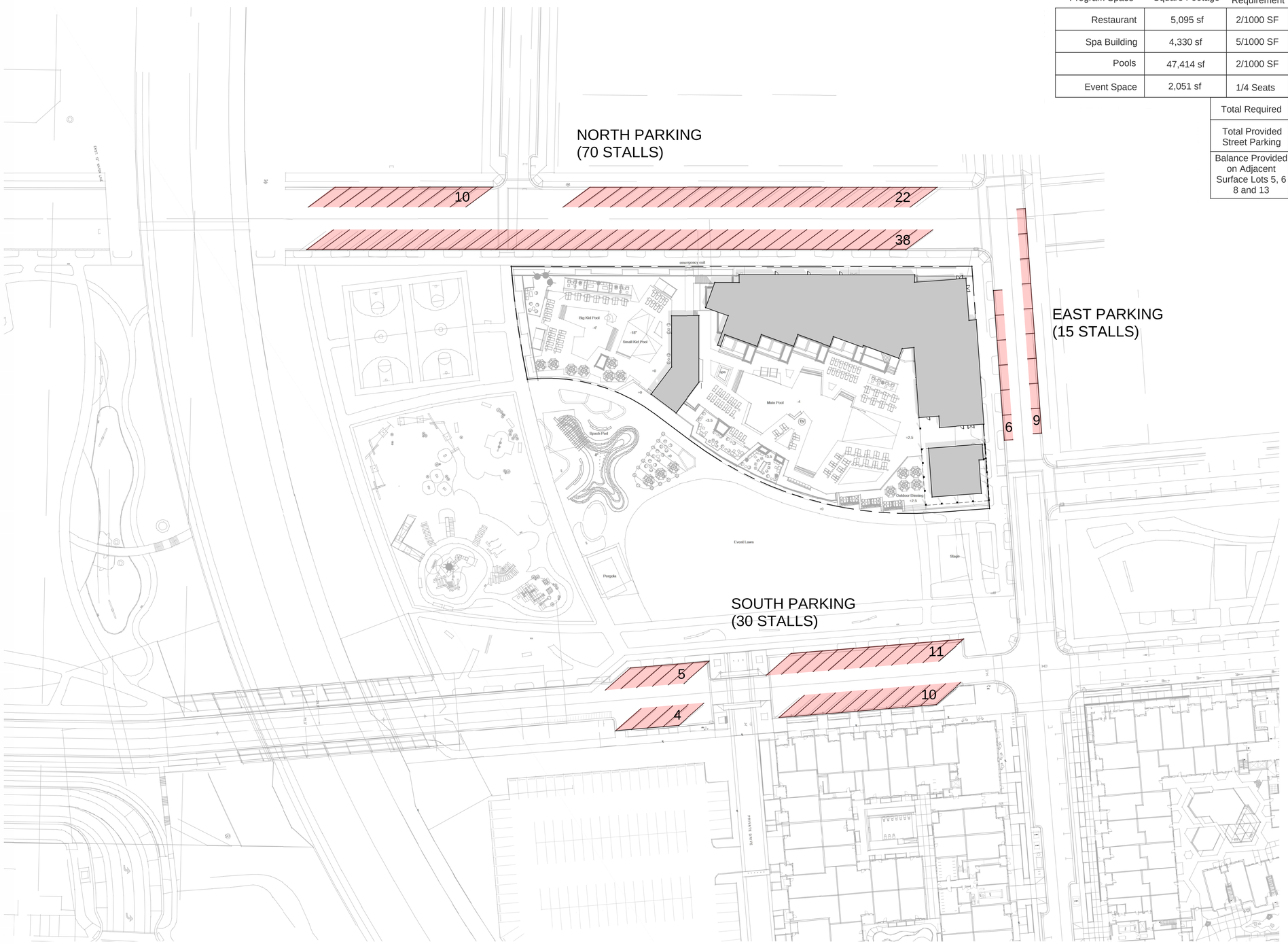
EXTERIOR ELEVATIONS

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PARKING CALCULATION

Program Space	Square Footage	Parking Requirement	Parking Required
Restaurant	5,095 sf	2/1000 SF	11 Stalls
Spa Building	4,330 sf	5/1000 SF	18 Stalls
Pools	47,414 sf	2/1000 SF	95 Stalls
Event Space	2,051 sf	1/4 Seats	35 Stalls
		Total Required	159 Stalls
		Total Provided Street Parking	115 Stalls
		Balance Provided on Adjacent Surface Lots 5, 6 8 and 13	44 Stalls



1 PARKING PLAN

SCALE: 1" = 40'-0"

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△ DATE REVISION

PROJECT NUMBER 23123

PARKING
SITE PLAN

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Utah City Parking Summary

Planning Commission 12/6/2023

	Auto Required	Auto Provided	Street Provided	Surplus Parking	Bicycle Required	Bicycle Provided
Block 5	382	382	43	43	30	30
Block 6	461	461	15	15	30	46
Block 8	367	386	23	42	20	72
Block 14	459	490	24	55	20	40
Aquatic Facility (Total)	159		115	-44		
Restaurant	11					
Spa	18					
Event Space	35					
Pool	95					
Total	**1,828**	**1,719**	**220**	**111**	**100**	**188**



UTAH CITY PARKING SUMMARY DIAGRAM

Created for Planning Commission 12.6.2023

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 13. 2023

Agenda Item: 9.2 Approval of Vineyard City Seal

Department: Recorder

Presenter: Heidi Jackman

Background/Discussion:
The Records Department presents an updated seal for the consideration and adoption by the Vineyard City Council. Two options have been designed.

Recommendation: Staff recommends the adoption (approval) of a new seal

Sample Motion:
"I move to adopt…"

Attachments:
1. Sample options A and B
2. Resolution 2023-52

Option A



Option B

