



**NOTICE OF A VINEYARD
CITY COUNCIL SPECIAL SESSION
October 30 at 6:00 PM**

Public Notice is hereby given that Vineyard City Council will hold a special session on Wednesday, October 30, 2019 at 6:00 PM or as soon thereafter following the joint Planning Commission and City Council work session, in the Vineyard City Council Chambers, 125 South Main Street, Vineyard, Utah. The agenda will consist of the following:

AGENDA

6:00 PM SPECIAL SESSION
Presiding Mayor Julie Fullmer

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION/INSPIRATIONAL THOUGHT – to be announced.

2. 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.

3. CONSENT ITEMS

3.1 Approval of the September 25, 2019 City Council Work Session Minutes

3.2 Approval of the October 9, 2019 City Council Meeting Minutes

3.3 Approval of the Cottonwood Phase 4 Final Plat

3.4 Approval of Purchases

4. BUSINESS ITEMS

4.1 DISCUSSION AND ACTION – Town Center Master Development Agreement *(15 minutes)*

Pete Evans with Anderson Geneva will present the proposed Master Development Agreement for the Town Center. The mayor and City Council will take appropriate action.

5. ADJOURNMENT

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

The next regularly scheduled meeting is November 13, 2019.

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

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Hall, 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: October 29, 2019

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER CITY RECORDER

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**MINUTES OF A VINEYARD
CITY COUNCIL WORK SESSION**
City Council Chambers
125 South Main Street, Vineyard, Utah
September 25, 2019 at 4:00 PM

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Nate Riley – arrived at 4:16 PM

Absent

Councilmember Chris Judd

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

Others Speaking: Laura Lewis, David Robertson, and Cody Hill with Lewis Young Robertson & Burningham

Mr. McHargue began the meeting at 4:05 PM by instructing staff and Council about the live streaming which would start with that night's City Council meeting, and by having everyone introduce themselves.

1. PRESENTATION AND DISCUSSION

Lewis Young Robertson & Burningham (Lewis Young) will make a presentation and lead a discussion about Level of Service for the city.

Mr. McHargue turned the time over to Laura Lewis with Lewis Young Robertson & Burningham.

Ms. Lewis explained that after the economic collapse of 2008, bond investors and rating agencies started caring a lot more about if a city could weather a financial storm. They now wanted to see not just the next year's budget, but also that the city was planning ahead. Ms. Lewis explained that the Comprehensive Financial Sustainability Plan (CFSP) was a good financial practice and a tool to plan the budget.

Cody Hill with Lewis Young Robertson & Burningham further explained that one of the benefits of the CFSP was that it could help a city council see how their decisions would impact the budget.

Ms. Lewis explained that the CFSP would be a 20-year plan, with things being more realistic within a five-year window. The CFSP was meant to be updated on an ongoing basis.

Mr. Hill presented a sample CFSP and explained that it was highly detailed so that a city could examine how specific policy decisions would impact the budget.

53 Ms. Lewis emphasized how one of the key strengths of this model was that it allowed cities to be
54 interactive and thereby discover future costs.

55
56 Ms. Lewis said that some of the challenges were getting elected officials on the same page as to
57 what the most important things were, and determining how to measure the level of service.

58
59 Mr. Hill addressed the impact of the Redevelopment Agency (RDA) on the General Fund, and
60 gave a case study of the Megaplex theater to illustrate the RDA's impact on the distribution of
61 the property tax revenue paid by that business.

62
63 Mr. McHargue indicated that the important thing for this discussion was that in the case of the
64 Megaplex's property tax revenue, without the RDA the city would receive \$50,388 and with the
65 RDA it would only receive \$12,597. He emphasized that while the RDA was a valuable tool
66 because it provided the funding mechanism for the infrastructure and cleanup, it did have a
67 drastic impact on funding for the city.

68
69 Ms. Lewis stated that the city needed to have a plan in place to address property tax increases.
70 Because 60% of the city was in the RDA, if the city raised property taxes, the city would only
71 get 40% of the benefit. She further explained that there had been a state law (USC 17C-1-407)
72 which said that if taxing entities under an RDA raised the property tax, then they got to keep the
73 whole amount of that raise and did not have to share it with the RDA. In 2018 the Utah State
74 Legislature passed Senate Bill 77, which removed that rule. She recommended that since
75 Vineyard had the largest portion of their city's taxable value within the RDA of anyone in the
76 state, it would be worth exploring a carveout through the legislature.

77
78 David Robertson with Lewis Young Robertson & Burningham addressed utility funds and their
79 relation to the General Fund. He emphasized the need to isolate utilities such as water and
80 sewer, because it was good accounting but also because if they wanted to issue bonds for the
81 utilities, they could track costs and revenue.

82
83 Ms. Lewis detailed how property taxes affected cities' buying power. She explained that most
84 often, citizens believed that if their property value went up, then property tax revenue would go
85 up. But this was not how it worked in Utah because of the revenue neutrality mandated by state
86 law. She explained that when the value of existing homes went up, then the property tax rate
87 went down so that it would be revenue neutral. Therefore, if a city did not actively seek to
88 maintain their property tax rate, they were losing buying power since they would be receiving the
89 same amount of revenue year after year even though their costs were rising. She gave examples
90 of Utah cities – some that had and some that had not maintained their property tax rates.

91
92 Ms. Lewis explained that the four primary sources of revenue were: property taxes, sales taxes,
93 franchise fees, and building and development fees. She said that cities had the most control over
94 property taxes. She explained that cities were the most financially stable when they maintained a
95 balanced revenue mix, without depending too heavily on one or two of those sources.

96
97 Ms. Lewis said that when a city was looking at raising property taxes, it was important to
98 educate constituents as to how much of that was the city portion and therefore how much of it
99 would actually be increasing. A discussion followed.

100
101 Mr. McHargue discussed the Recreation, Arts, and Parks (RAP) Tax proposal that was on the
102 November 5 ballot and referenced the Voter Information Pamphlet.

Ms. Hill explained that the General Fund had been paying for most of the building maintenance and fleet maintenance. Staff decided to create an internal service fund so that the General Fund was not paying for all of it by default.

There was a discussion about notifying the public about distributing costs to the utility funds.

Ms. Lewis addressed the budget and prioritizing unfunded needs. She said that the CFSP only worked well if the city council gave them input on the priorities and timelines for capital needs. She gave the example of South Jordan and how they identified that 75-78% of the total budget was spent on salaries and compensation. She was aware that the city council was planning on doing a compensation study, and encouraged them to consider where they wanted to fall in the salary ranges. With the strong job market, if a city was at the lower end of the ranges, they would tend to have lot of turnover, which was expensive. She emphasized that compensation had a huge impact on the long-term plan.

Ms. Lewis asked each councilmember to list their top five needs in the next five years, in order of priority, and to submit that to them, so they could get a consensus about what the top needs of the city were.

Councilmember Earnest stated that his number one priority was planning for economic development that was sustainable so that the city could create a foundation for recreation, parks, police and fire, etc.

Ms. Lewis agreed, adding the example of how South Jordan used to be a bedroom community with almost no commercial development. Then their residents saw other cities with recreation centers, parks, etc., and they also wanted those amenities. She explained that generally a single-family home did not generate enough property taxes to pay for the services the residents in that home would use. If residents wanted the amenities, the city needed the commercial businesses to come in.

Councilmember Flake stated that to facilitate economic development, his number one priority was roads. He asserted that if the city didn't develop roads, and the utilities to go with them, no one would bring in the economic development.

Ms. Lewis agreed, and told of a panel presentation which she attended where the out-of-state people said that the number one thing they were looking for to bring their businesses into the state was shovel-ready sites where they would not have to put in the roads and utilities.

Mr. McHargue said that in addition to the infrastructure projects that the city was working on, the city was legally obligated to get the water tank in, followed by the fire station. Councilmember Earnest suggested the possibility of letting Orem do fire, with Vineyard providing ambulance service. There was further discussion.

Mayor Fullmer listed her priorities, in order, as: economic development, roads, fire, administration, and utilities.

Mr. Brim agreed that roads were important and also recommended that council consider preserving some land in the Town Center project, to plan for a future city hall so the city would not have to buy land later at a higher price.

Councilmember Riley felt that the council was on the same page but that they needed Lewis Young's help to get the timelines and financing to come up with a plan. Mayor Fullmer agreed

that getting the timelines right was critical, and added that they needed to also plan for the things that were not the top priorities. The discussion continued. Mayor Fullmer concluded that for the lower-priority items, councilmembers were to share them with Lewis Young via email. Mr. Robertson pointed out that they would be interviewing department heads to get the smaller, day-to-day items and to address any concerns about level of service in order to integrate that into the plan.

Mr. McHargue asked how the council wanted to prioritize recreation and what they were hearing from citizens. He also asked how much of the RAP Tax, if approved, should go towards recreation. He explained that recreation was not self funded, and that it was a drain on the general fund. He reminded council that recreation was not funding park maintenance. Councilmember Earnest commented that he would like to see a recreation center on the radar, and then a discussion about park maintenance ensued.

Mr. McHargue directed council to the five-year plan report and said that after meeting with each department, the assumption was that this plan would be to maintain the same level of service, taking growth into account. He acknowledged that they would need to add things to this list, but asked council to review the list while preparing their recommendations. The discussion continued.

Mr. Overson stressed that he wanted to make sure that everyone understood a few things about parks. He explained how there were active parks and passive parks. Active parks, such as Vineyard Grove Park, had amenities such as playground equipment, soccer fields, etc., and required more maintenance. Passive parks, such as Penny Springs Park, had grass, benches, and picnic tables but no activities. He asked which type of parks did council want more of in the future. Knowing this would help staff to know what to ask the developers for. He also felt there was a need to disperse the parks throughout the city.

Mr. Overson indicated that they were competing with Provo and Orem for Public Works employees, and that they were not able to hire anyone because no one was available. He concluded that they needed to look at the pay range they were offering.

Ms. Lewis and the council determined the timeline to get the council's recommendations and for Lewis Young to compile the plan to present it to council. They planned to meet again during the second City Council meeting in October. Councilmember Earnest requested that the plan address wages, in reference to Mr. Overson's concern, since the city needed to be competitive to hire and retain quality personnel.

The meeting adjourned at 5:39 PM.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Kelly Kloepfer

KELLY KLOEPFER DEPUTY RECORDER

VINEYARD CITY COUNCIL MEETING
City Council Chambers
125 South Main Street, Vineyard, Utah
October 9, 2019 at 6:01 PM

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Chris Judd

Absent

Councilmember Nate Riley

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

Others Speaking: Jim Price with Mountainland Association of Governments; Residents Jessica Colyar and Amanda Peterson

6:00 PM REGULAR SESSION

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION/INSPIRATIONAL THOUGHT – to be announced.

Mayor Fullmer opened the meeting at 6:01 PM. She led the Pledge of Allegiance and gave the invocation.

2. PRESENTATION – MAG Transportation Plan

Jim Price with Mountainland Association of Governments will present an update about their transportation plan.

Mayor Fullmer turned the time over to Jim Price with Mountainland Association of Governments (MAG) for his presentation.

Mr. Price explained the different services that MAG offered. He said that they work with all levels of government. He mentioned that Mayor Fullmer sat on the MAG Transportation Planning Executive Board. He handed out copies of the 2050 Transportation Plan. He said that as a board member the mayor was tasked with representing the interests of Vineyard.

Mr. Price reviewed the maps in the 2050 Plan:

- The Highways Map, which showed what the priorities were in roadways for the next 30 years. Mr. Price said that they updated the process every 4 years.

- Bicycle Pedestrian Access Map, which showed active transportation routes which would give people the ability to get around without having to get in their cars. Mr. Price said that this was a quality of life issue for Utah County. This plan would only go for 20 years.
- Transit Map, which showed included commuter rail (FrontRunner), light rail (TRAX), and bus rapid transit (UVX). Mr. Price said that UVX had been a huge success and that they were looking at studies to broaden its reach. He mentioned that UVX was less expensive to install and run than TRAX. He reviewed the costs. Councilmember Earnest asked if the success was mostly attributed to students. Mr. Price replied that it was. He added that the ridership dropped off by about two-thirds during the summer months.

Mayor Fullmer asked Mr. Price to talk a little bit about the “to be determined” portion of the study. Mr. Price explained that there were four colors on the maps: red, green, blue, and yellow. He said that the yellow was the “to be determined” or what they called “vision.” He said that “vision” went beyond 2050. Mayor Fullmer explained that there was a UVU study that would determine if Vineyard would get UVX services in the future. Mr. Price added that the “to be determined” was because they had not been able to come to an exact time as to when things should happen. He pointed to a section on the map for a road in Lehi where the city could not determine where they wanted it to go. He said that with the UVU study they were trying to come to a consensus with UTA, MAG, and Vineyard.

Mr. Brim asked why the south part of the Utah Lake Trail was not shown on the “vision” part of the plan. Mr. Price replied that they had been working with the Utah Lake Commission to determine where it would go. He explained that because there was little to no development south of the Provo, Spanish Fork, and Payson areas, there was no local demand. He said that it would be a destination trail, so they were working on the trails that would have the highest demands. He said that they were looking at some alignments that may work in the south and west areas and that they were also working with The Division of Forestry, Fire, and State Lands. He added that most of the land was still being farmed and that they needed to work with the private landowners. Mr. Brim felt that the south area should at least be designated so if any of that land did develop, they would have a “vision” line. Mr. Price explained that as soon as they had a consensus alignment from the National Parks Service, they would add it to the vision line. He thought that it would be finished by next year and adopted into the future transportation plan.

Councilmember Flake asked if Walkara Way was included in the plan. Mr. Price replied that it was included.

Councilmember Earnest asked what the priority was for the goals on page 10 of the plan. Mr. Price replied that they were not in order of priority. He said that one of the most important things was that they develop a grid network of highways. He explained that they needed to plan for future road congestion. He said that Utah County did not have the roadway system needed to handle as many people as were predicted to live in the county by 2050.

Mayor Fullmer suggested that people contact MAG if they had any questions. She thanked Mr. Price for coming.

3. RECREATION, ARTS, AND PARKS TAX (RAP) – Public Comments

This time is allotted to the general public for comments “for” or “against” the RAP Tax question that will be on the upcoming ballot, Proposition #2.

99 Mayor Fullmer opened the session to hear public comments for and against the RAP Tax.

100 Councilmember Earnest read the City Council's argument for the tax:

101 "Vineyard City has a wonderful heritage and we believe recreation, arts, and parks (RAP) are
102 integral parts to that heritage as we continue to grow. With the beautiful parks we have such as
103 Gammon Park and Vineyard Grove Park along with the growing trail system along with a growth
104 within our recreation program we see these areas as a part of our heritage. They create
105 opportunities for families and residents to interact and recreate and create lasting memories. As
106 the community continues to grow, we see the needs of our residents within recreation, arts, and
107 parks (RAP) will also continue to grow at a rapid pace. To keep pace with this growth and with
108 the intent to provide well-maintained parks/trails, cultural activities, and meaningful recreation
109 programs, the Vineyard City Council unanimously approved placing a Proposition on the ballot,
110 which would enact a Recreation, Arts & Parks (RAP) Tax in Vineyard City.

111
112 The RAP Tax is a sales tax, NOT a property tax, and would be paid at the point of purchase for all
113 sales-tax eligible purchases in Vineyard City. The RAP Tax would be an increase of 0.1% to the
114 sales tax rate, increasing from 6.75% to 6.85%. This equates to one penny for every \$10 spent.
115 All funds generated by the RAP Tax could only be used to either expand or supplement RAP
116 offerings in Vineyard City.

117
118 Since it is a sales tax, Vineyard residents will not be the only ones who pay the RAP Tax. Anyone
119 who shops in Vineyard City will be required to pay the tax. This is very important for our city
120 considering how Vineyard is centrally located within Utah County and is poised to have great retail
121 development growth in the near future on top of our local area attractions that are currently pulling
122 in residents from neighboring cities.

123
124 RAP Taxes are not new to the state or county. If you currently shop in Provo, Orem, American
125 Fork, Spanish Fork, Washington County (St. George) or Salt Lake County, you are currently
126 paying the RAP Tax and helping fund recreation, arts, and parks in those communities.

127
128 The RAP Tax will help Vineyard City to do more than what has been currently offered in our city
129 and will help to keep up with prudent replacement and maintenance of existing parks/trails/etc.
130 We unanimously support the RAP Tax Proposition. We are confident that Vineyard will keep and
131 expound on its exceptional heritage with the benefits that will be reaped from this RAP Tax."

132
133 Vineyard City Council
134 Mayor Julie Fullmer
135 Councilmember John Earnest
136 Councilmember Tyce Flake
137 Councilmember Chris Judd
138 Councilmember Nate Riley

139
140 Resident Jessica Colyar living in The Maples subdivision asked if there would be a campaign for
141 the tax. Mr. Church replied no, the city could not spend public funds to advocate for or against
142 the tax. Mr. McHargue explained that the city had mailed a voter information pamphlet to
143 registered voters and that it had also been sent out with the newsletter.

144 145 146 **4. PUBLIC COMMENTS**

147  Resident Amanda Peterson living in the Parkside subdivision asked what the changes were
148 that were being made to the hill in Vineyard Grove Park. She suggested that they use xeriscaping

and suggested the plants that could be used on the hill. She felt that the grade was good for the residents and they could keep it the same height. Mayor Fullmer said that Ms. Peterson had great suggestions and comments and suggested that she get in contact with the Public Works Department to get further details on the hill and to give them her recommendations.

Ms. Collier explained that they had a tree that was damaged in her subdivision by a car accident and now another car had hit the light by it. She asked who she needed to talk to about the timeline for getting the tree replaced and the light repaired. Mayor Fullmer suggested that she speak with Public Works Director Don Overson.

Mayor Fullmer called for further comments. Hearing none, she closed the public session.

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Mayor Fullmer reported that the Lieutenant Governor would coming to Vineyard on Friday to tour the city and work on a service project. She invited residents to attend the event Friday at Gammon Park at 10 AM. She mentioned that people would be putting books on the shelves at the nonprofit lending library.

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

City Manager/Finance Director – Jacob McHargue – Mr. McHargue reported that staff had completed the priority list that council had asked for and asked council to follow up with staff once they had reviewed them. He reported that they had two economic development proposals, which would be added to a future agenda for approval. He reported that he met with Jeff Speck, a walkability expert about the Town Center. Mr. McHargue mentioned that they were currently living streaming the city council meeting on the Vineyard City YouTube channel.

Planning Commission Chair – Cristy Welsh – Ms. Welsh was excused. Planning Commission Vice Chair Anthony Jenkins reported that at the last Planning Commission meeting they had approved a site plan for the Waters Edge Clubhouse 2. He mentioned that the clubhouse was smaller than the first clubhouse in the development, but with a bigger pool. He said that it was designed to be more of a fitness center rather than a gathering place. He mentioned that they had cancelled the Planning Commission meeting that had been scheduled for next week.

Planning Technician McKenna Marchant – Ms. Marchant explained that this was a biannual report about code enforcement. She said that when people submitted complaints they were divided into departments and that they had received 100 requests since the report in February. She said that the complaints came from citizens and staff members. She stated that the biggest complaints were about short-term rentals and weeds. She gave a breakdown of the categories. She mentioned that the building department handled their own code enforcement.

Ms. Marchant explained that staff had been attending the townhome and condominium homeowners' association (HOA) meetings to help create relationships with them. She said that common problems with the HOAs were graffiti, animals/waste, occupancy, and parking. She mentioned that they had updated the code to reflect the leash laws and animal defecation. She

said that Edgewater had limited their occupancy to three unrelated people. She added that the other HOAs were requesting that the city limit occupancy to three unrelated people as well, but staff felt that they needed to wait until UVU had a bigger footprint in the city.

Ms. Marchant reported that they had had their Neighborhood Watch test group in the Sleepy Ridge subdivision. One item of feedback for the city, was that Neighborhood Watch participants were asking for what types of vehicles were and were not permitted on streets. She added that The Lochs and The Meadows subdivisions were going through their screening process to start a group.

Ms. Marchant explained that the city's goal was to help people come into compliance and not be charged any fees. She said that business licensing had the highest fees from just two businesses. Accessory Dwelling Units (ADU) fees and the occupancy fees went hand in hand so they gave the homeowners 30 days to come into compliance. She added that they charged the violation fee immediately.

Ms. Marchant explained that they would continue adding block captains in the Neighborhood Watch program. They would be meeting, as a group, with the block captains to empower them to go through their neighborhoods and know what they could and could not do. She mentioned that staff would be asking for a full-time code enforcement officer.

Councilmember Judd asked if Vineyard had any landlords who were paying the fines but not coming into compliance with the occupancy requirements. Ms. Marchant replied that the city would file a lien on the homes once the fines reached \$1,000. Councilmember Judd mentioned that Provo had passed an ordinance to make it a criminal infraction. Mr. Church explained that Vineyard could proceed against code violators through the code enforcement civil system or through the criminal courts depending on the circumstances. He said that the goal was compliance.

Mr. Brim felt that Ms. Marchant had done a good job working with those who were not in compliance. He said that she had been able to work with people so that about two thirds of the violations had been taken care of over the phone.

City Recorder – Pamela Spencer – Ms. Spencer announced that there would be a live ranked choice voting demonstration on Tuesday October 15 at 6:30 PM. She reminded everyone to check their voter registration.

7. DISCUSSION ITEMS

7.1 Town Center Master Development Agreement

Pete Evans with Anderson Geneva will present the proposed Master Development Agreement for the Town Center. This item is for discussion only, no action will be taken.

239 Mayor Fullmer turned the time over to Pete Evans with Anderson Geneva.

240
241 Mr. Evans mentioned that the land donation and development agreement had been submitted to
242 the city. He felt that there had been some great discussions with the city. He said that they had
243 two separate groups working together to help with the development plan. The first group was
244 Jeff Speck and his team, who specialized in helping to plan urban areas to evaluating how the
245 roads, buildings, and land uses tied together and be more pedestrian friendly and healthier. He
246 added that they were looking at active transportation. The second group was DPZ, a land
247 planning firm that they retained to help plan the inner-connections between the areas. He said
248 that the companies were looking at the connections between the backbone roads using urban
249 planning best practices. He added that they were also looking at “New Urbanism” which goes
250 back to traditional town structures where they have walkable mixed uses.

251
252 Councilmember Earnest asked if there had been any changes since they saw the original plan.
253 Mr. Evans replied no. He mentioned that the two groups would be back in November for a
254 design charrette and invited council and staff to attend.

255
256 Councilmember Flake stated that he was not ready to make a decision until he had a better
257 picture of the plan. He felt that this was the end of the city planning, it needed to be done right,
258 and that they needed more details. Mr. Evans felt that council had already approved the details
259 through the Form-based code. He explained that when they had done Waters Edge, they came in
260 with a zoning code as part of the development agreement to work out the details. He felt that the
261 details were already flushed out in the Form-based code that had been adopted into the Zoning
262 Ordinance.

263
264 Councilmember Earnest asked about the pictures he saw earlier, highlighting what the walkable
265 Town Center would look like. Mr. Evans explained that they had shown him some examples of
266 the architecture they anticipated going in the Town Center. He added that they were still at the
267 planning stages and would bring them in, block by block, during site planning submittals.

268
269 Mayor Fullmer asked how phasing the roads would affect the plan. Mr. Evans replied that they
270 would build the roads at the pace that the city required them, but did not want to maintain roads
271 that were not being used. He said that they were going to focus on the areas along Main Street
272 and the loop that goes towards the train station. Mayor Fullmer asked if they had talked about
273 roads that were dead ending. Mr. Evans replied that there was only one road that dead-ended. He
274 explained that when he met with UTA and UDOT for the surface parking it created that dead-end
275 road. He mentioned that the plan was to have a trail put on the west side of the railroad track to
276 allow for a pedestrian connection from the parking lot to the train station.

277
278 Mayor Fullmer asked for an overview of the base infrastructure. Mr. Evans explained that the
279 proposed roads would be backbone infrastructure along with the utilities. He said that there
280 would also be significant connections within the blocks with private streets, plazas, and green
281 spaces that would interconnect. He said that for the park structure, they would develop the
282 promenade all at once, so that it would be cohesive in its plan. The developer would pay the first
283 \$1.25 million and the rest would be reimbursable by the RDA. The park to the north would be
284 entirely reimbursable, with the ground being donated.

285
286 Mr. Church explained that everyone had to start with the city’s zoning ordinance and that the
287 purpose of the agreement was so that the landowner could rely on the zoning ordinance and
288 commit the city to it. He said that another purpose of the agreement was to identify what the city
289 considered backbone infrastructure, because the city was being asked to participate through RDA

290 funds. Another purpose of the agreement was to committee the landowner to make some
291 dedications of property for future parks, open spaces, roads, and backbone infrastructures. The
292 idea was that the city and the developer were being committed to the Town Center Form-base
293 code. He explained that the code included details on setbacks, densities, etc., and would not be
294 laid out in the development agreement unless there were specific changes made. The
295 development agreement would refer to the existing ordinances and would commit the developer
296 to an order of operation. It would make sure that the city did not get things in the development
297 that could not be serviced such as if the residential came in faster than the commercial and the
298 tax revenue could not take care of the needs. The agreement also would anticipate an economic
299 downturn that may stop the growth and have the development be successful in spite of it. They
300 needed to know what the codes said and what the developer could do and then the agreement
301 would be on top of what the code was. He explained that the roads that had been discussed were
302 not all of the road that would go in the development and that the architectural details would come
303 in the future. Mr. Evans stated that they had worked closely with staff on the agreement and that
304 they had committed to build the promenade within 18 months of city approval.

305
306 Mayor Fullmer asked why they were not thinking 'base infrastructure' for the north park. Mr.
307 Evans replied that the north park was a repository for environmentally impacted material. Mr.
308 Church explained that it was open space with limitations. Mayor Fullmer asked if the green
309 space to the north accounted for the required green space in the code. Mr. Brim replied that the
310 code required 20 percent of the entire development. He explained the open space code. He said
311 that he would look to see if it qualified. Mr. Church said that to some extent density was
312 dependent on improvements and open space.

313
314 There was a discussion about the Form-based code. Mr. Brim said that they would research the
315 code for density, open space, and allowances. Councilmember Judd wanted staff and the council
316 do a thorough review of the code. The discussion continued.

317
318 There was a discussion about the open space to the north, the cleanup of the land, and what
319 amenities could be added to it. Mr. Evans mentioned that the green/open space located inside the
320 blocks would not reimbursable.

321
322 Councilmember Judd commented that this was the bulk of the RDA, it was the densest area of
323 the city, and he was hoping that there would be a lot of retail, offices, and people coming in and
324 out of the area. He said that the city needed to understand what they were committing to on total
325 buildout. Mr. McHargue replied that he had a meeting scheduled with Laura Lewis from Lewis
326 Young Robertson and Burningham for this Friday to go through the numbers.

327
328 Councilmember Judd said that he wanted to see any redline comments in the agreement. Mr.
329 McHargue said that staff would work through the agreement, the Town Center Code, etc., and
330 get the council a redline copy by next week.

331
332 Mayor Fullmer asked for Mr. Evans thoughts on parking. Mr. Evans felt that the parking was an
333 important characteristic of the urban environment they were trying to create. He said that at some
334 point they would have structured parking to allow taller and more dense uses around them. He
335 explained that it would be dual use parking, shared between office and residential. He said that
336 he hired DPZ to help understand where to locate the parking structures, what uses should be
337 around them, and how to make it walkable. He felt that the FrontRunner stop was a big deal and
338 they wanted to create an environment around the mass transit. Mayor Fullmer asked how he saw
339 it as a shared cost with the backbone and non-infrastructure parking. Mr. Evans replied that the
340 surface parking was non-reimbursable but the structured parking was reimbursable.

Councilmember Flake felt that when the code was put together in 2015, it was not what he was seeing today. He stated that he was not happy with it and they needed to present to him a clear, no crap picture of what was there. He explained that he had sat in meetings with the previous owner who had presented plans that he felt were rammed down their throats, with little or no preparation. He stated that he did not want to see that again. Mr. Evans said that they hired someone who was an expert on Form-based code to go through the city's code and present it to them. He said that they wanted to make sure they were on the same page and working within the rules that were already there. Councilmember Flake stated the he wanted to know what they were doing before he would agree to it.

Mr. Brim said that he knew there was frustration with the code. He felt that they had identified most of the issues and inconsistencies in the code and that the development agreement would try to rectify some of those issues. They wanted to know what they would be investing the RDA resources in. He said that they would have a clear, concise development agreement that would lay out to some level of detail what they would be getting.

Mayor Fullmer said that part of coming up with backbone structure was determining what was backbone infrastructure what would incentivize companies to come.

Mayor Fullmer wanted to know the ratios in the different areas, from housing to commercial. Mr. Evans replied that those were defined in the code. He said that there were set ratios between residential and nonresidential uses. He explained that it phased from east to west and south to north. He said that in the north there was no residential in the office area, more residential towards the train station, more commercial use on the west, etc. He said that his opinion was that they could not do this project in isolation and only have commercial; there needed to be residential. He felt that this was the code anticipated in and wanted to make sure it was supported by the market. He said that they had discussions with staff about when things would be put in, and what would go in first. They needed to make sure they were thinking through the long-term viability of the Town Center.

Mr. McHargue mentioned that staff had dug deep into the code and planned on making a presentation about what the code meant. Mayor Fullmer asked what was the process if they wanted to change the ratios and if they could do it in the development agreement. Mr. Church replied that they could make the changes, if they all agreed to it.

Councilmember Judd felt that this was the most important thing they may have ever worked on and that it would impact the future of the city. He asked if they were making sure everyone was interpreting the code the same way. He felt that an overview would be good. Mr. McHargue felt that communication with the developer had not been an issue.

Mr. Evans summarized that as they had their consultants look at the code, they had looked at the ratios and felt that it would be better if they had more residential. Mayor Fullmer wondered how a business district without any residential would function in a walkable community. She asked if they could switch it from one zone to another and wanted to see more research on it. Mr. Evans felt that they needed to get going on the train station and roads. He also felt that the plan did all of the things that they wanted it to do. As they looked at the individual blocking, they should work together to improve it.

Mayor Fullmer recapped the discussion. She said that they would be looking at base level improvement as far as open space and what that meant, parking and infrastructure, finance and

sustainability, phasing of roads, redlines of the items the city did not want, clear parameters in the documents they received, housing and commercial ratios, timelines, and staff findings.

8. **CONSENT ITEMS**

- 8.1 Approval of the September 11, 2019 City Council Meeting Minutes
- 8.2 Approval of the September 25, 2019 City Council Meeting Minutes
- 8.3 Approval of the Lakefront @ Vineyard Town Center Backbone Road Dedication Final Plat
- 8.4 Approval of the Lakefront @ Vineyard Town Center Final Plat 2B
- 8.5 Approval of the Lakefront @ Vineyard Town Center Final Plat 2A
- 8.6 Approval of the Lakefront @ Vineyard Town Center Final Plat Club House

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER FLAKE MOVED TO APPROVE THE CONSENT ITEMS AS PRESENTED. COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER RILEY WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

9. **MAYOR'S APPOINTMENTS**

No names were submitted.

10. **BUSINESS ITEMS**

10.1 **DISCUSSION AND ACTION – Follow-Up Items from Council Meetings**

Mayor Julie Fullmer will present a request to collect from staff and councilmembers any follow-up items/tasks from each City Council and RDA meeting and have them sent to the city recorder for compilation and distribution. The mayor and City Council will take appropriate action.

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

Mr. McHargue said that the council and staff wanted to do a better job of following up on items brought up during the public comments session. He said that any items that come up in the meeting be emailed to staff so they can be followed up on and included in the staff reports.

Councilmember Judd asked for further explanation. He said that for example, they had two residents make comments with questions that they did not respond to. He asked if they would get a list of the questions from the meetings. Mr. McHargue said that they would get a list along with the responses. He said that the follow up might happen during the week and may not be reported on during a city council meeting. Councilmember Judd asked what if other people wanted to hear those answers. Mr. McHargue suggested that things that were relevant could be mentioned in their staff reports at the next meeting. Mayor Fullmer said that a list would be collected and sent out to staff and council for follow-up.

438 **10.2 DISCUSSION AND ACTION – Cancel the October 23, 2019 City Council**

439 **Meeting**

440 City Manager Jacob Mchargue is requesting that the mayor and City Council cancel the
441 October 23, 2019 City Council meeting. The mayor and City Council will take
442 appropriate action.

443
444 Mayor Fullmer explained that this item was to cancel the October 23 City Council meeting due
445 to a lack of a quorum.

446
447 **Motion:** COUNCILMEMBER JUDD MOVED TO CANCEL THE OCTOBER 23 CITY
448 COUNCIL MEETING. COUNCILMEMBER EARNEST SECONDED THE MOTION.
449 MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE.
450 COUNCILMEMBER RILEY WAS ABSENT. THE MOTION CARRIED WITH ONE
451 ABSENT.

452
453 **10.3 DISCUSSION AND ACTION – Set a Date and Time to hold City Council and**
454 **Redevelopment Agency (RDA) Board Special Sessions** (15 minutes)

455 City Manager Jacob McHargue is requesting that the mayor and City Council set a date
456 and time to hold City Council and RDA Special Sessions. The recommended date and
457 time is October 16, 2019, at 4:00 PM for the City Council meeting, with the RDA
458 meeting following immediately thereafter. The mayor and City Council will take
459 appropriate action.

460
461 Mayor Fullmer suggested that they hold the meeting at 4:00 PM so she could be there.
462 There was a discussion about needing a quorum present in order to hold the meeting.

463
464 **Motion:** COUNCILMEMBER JUDD MOVED TO SET THE DATE AND TIME TO HOLD
465 THE CITY COUNCIL AND REDEVELOPMENT AGENCY BOARD MEETINGS ON
466 OCTOBER 16, WITH THE TIME TO BE DETERMINED. COUNCILMEMBER EARNEST
467 SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST,
468 FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER RILEY WAS ABSENT. THE
469 MOTION CARRIED WITH ONE ABSENT.

470
471
472 **11. CLOSED SESSION**

473 No closed session was held.

474
475
476 **12. ADJOURNMENT**

477 Mayor Fullmer called for a motion to adjourn the meeting.

478
479 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 7:44 PM.
480 COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER,
481 COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER
482 RILEY WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

483
484
485 The next regularly scheduled meeting is November 13, 2019.

487
488
489
490
491
492

MINUTES APPROVED ON: _____

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

DRAFT



Community Development

Date: October 16, 2019
From: Elizabeth Hart, Planner
To: City Council
Item: **3.3** Cottonwood Phase 4 Final Plat
Address: Main Street and 170 South
Applicant: Vineyard Homesteads Development 2012



STAFF REVIEW:

The applicant is proposing a subdivision consisting of 45 single family building lots. The proposed building lots contain sizes ranging between 5,588 square feet and 8148 square feet, with an average lot size of 6275 square feet. This property is located in the greater Homestead development project and meets requirements of the development agreement for lots sizes.

FINDINGS:

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

- It is in conformance with the Development Agreement for Homesteads Development.

RECOMMENDATION: Staff recommends that the City Council approve the proposed final plat for the Cottonwood Phase 4 Subdivision Plat with the listed conditions.

PROPOSED MOTION:

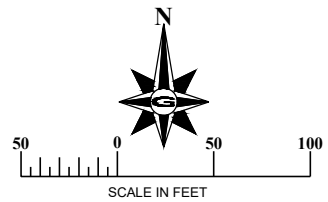
I move to approve the Cottonwood Phase 4 Final Subdivision Plat with the proposed conditions:

1. The applicant pays any outstanding fees and makes any redline corrections

2. The final plat be in conformance with the preliminary plat
3. The applicant is subject to all local, state, and federal laws

Attachments:

Proposed Final Plat



THE COTTONWOODS, PHASE 4
LOCATED IN SOUTHEAST QUARTER OF SECTION 18
TOWNSHIP 6 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN

CENTER STREET

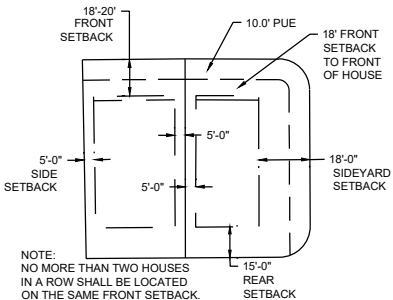
POINT OF
BEGINNING

PER UTAH COUNTY STATE PLANE COORDINATE AND DEPENDENT
RESURVEY NAD 83 UTAH CENTRAL ZONE

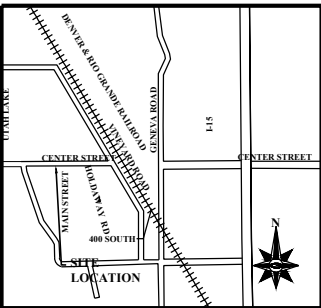
S89°38'03"W 5362.75' (M)
S89°38'13"W (R)
BASIS OF BEARING

EAST QUARTER CORNER
SECTION 17,
TOWNSHIP 6 SOUTH,
RANGE 2 EAST,
SALT LAKE BASE & MERIDIAN
FOUND UTAH COUNTY
BRASS CAP IN CONCRETE

TYPICAL SETBACK & PUE DETAIL



VICINITY MAP



LEGEND

- FOUND UTAH COUNTY BRASS CAP MONUMENT AS DESCRIBED HEREON
- STREET MONUMENT TO BE SET
- SECTION LINE
- STREET CENTERLINE
- SUBDIVISION BOUNDARY
- SUBDIVISION LOT LINE

Curve Table						Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C90	40.34	61.00	37°53'10"	S42°35'08"W	39.60	C149	4.40	278.00	0°54'27"	S11°28'33"W	4.40
C91	70.29	61.00	66°01'09"	N85°27'51"W	66.46	C151	56.02	1540.00	2°05'04"	S76°20'40"E	56.02
C92	32.23	50.00	36°55'53"	N71°54'01"W	31.67	C153	59.74	1652.00	2°04'19"	N76°42'40"W	59.74
C94	84.37	2178.00	2°13'10"	S7°49'16"W	84.37	C154	56.04	1540.00	2°05'05"	S78°25'45"E	56.03
C95	56.25	2122.00	1°31'08"	N8°29'37"E	56.25	C156	59.74	1652.00	2°04'19"	N76°46'59"W	59.74
C97	61.33	2122.00	1°39'21"	N6°54'22"E	61.33	C157	56.05	1540.00	2°05'07"	S80°30'51"E	56.05
C98	61.12	2122.00	1°39'01"	N5°15'11"E	61.12	C159	59.74	1652.00	2°04'19"	N80°51'18"W	59.74
C99	60.97	2122.00	1°38'46"	N3°36'17"E	60.97	C160	56.06	1540.00	2°05'09"	S82°35'59"E	56.06
C100	60.86	2122.00	1°38'36"	N1°57'36"E	60.86	C162	59.74	1652.00	2°04'19"	N82°55'37"W	59.74
C101	21.34	278.00	4°23'55"	N87°48'03"W	21.34	C163	56.07	1540.00	2°05'10"	S84°41'08"E	56.07
C102	26.94	17.00	99°48'33"	N45°34'16"W	34.21	C165	59.74	1652.00	2°04'19"	N84°59'56"W	59.74
C103	63.38	2122.00	1°42'41"	N0°16'54"E	63.38	C166	56.08	1540.00	2°05'12"	S86°46'19"E	56.08
C104	12.32	278.00	2°32'23"	N2°50'08"W	12.32	C168	59.74	1652.00	2°04'19"	N87°04'15"W	59.74
C105	39.87	2122.00	1°04'36"	N3°34'02"W	39.87	C169	55.92	1540.00	2°04'50"	S88°51'20"E	55.92
C106	27.60	17.00	93°01'44"	N43°29'08"E	24.67	C171	59.75	1652.00	2°04'20"	N89°08'34"W	59.75
C108	18.27	222.00	4°42'52"	S87°38'34"E	18.26	C172	30.15	1540.00	1°07'18"	N89°32'36"E	30.15
C111	61.08	278.00	12°35'16"	N4°43'41"E	60.95	C176	24.16	1652.00	0°50'17"	S89°24'07"W	24.16
C112	17.98	2178.00	0°28'23"	S3°52'08"E	17.98	C178	27.34	17.00	92°08'21"	S55°53'48"W	24.49
C113	44.56	222.00	11°29'58"	S1°38'39"W	44.48	C179	70.59	1708.00	2°22'05"	N81°36'48"W	70.58
C115	62.46	2178.00	1°38'35"	S2°48'40"E	62.46	C180	17.57	222.00	4°32'08"	S9°39'42"W	17.57
C125	28.07	17.00	94°36'43"	S43°03'36"E	24.99	C181	84.58	1708.00	2°50'11"	N84°12'56"W	84.55
C126	26.91	17.00	90°42'04"	N44°17'01"E	24.19	C182	25.09	17.00	84°34'01"	N43°21'01"W	22.88
C135	32.70	50.00	37°28'11"	S19°48'06"E	32.12	C183	25.90	17.00	87°16'53"	S45°17'33"W	23.46
C137	23.21	61.00	21°47'53"	S27°38'15"E	23.07	C184	71.86	1708.00	2°24'38"	N89°49'26"W	71.86
C138	42.99	61.00	40°22'51"	S3°27'07"W	42.11	C185	49.75	2178.00	1°18'32"	N3°35'30"E	49.75
C140	62.46	2178.00	1°38'35"	S2°06'56"W	62.46	C186	407.15	2150.00	10°51'00"	N3°39'36"E	406.54
C142	62.41	2178.00	1°38'30"	S0°26'23"W	62.41	C189	21.75	15.00	83°04'23"	N48°05'52"E	19.69
C143	69.97	250.00	16°02'11"	N3°54'46"E	69.74	C190	450.03	1680.00	15°20'53"	N83°20'34"W	448.69
C144	132.75	2150.00	3°32'16"	S7°18'58"W	132.73	C191	116.96	1680.00	3°59'20"	N89°01'21"W	116.94
C145	274.38	2150.00	7°18'45"	S1°53'28"W	274.21	C192	237.35	1680.00	8°05'41"	N82°58'50"W	237.15
C146	87.82	2150.00	2°20'25"	S2°56'07"E	87.81	C193	95.72	1680.00	3°15'52"	N77°18'04"W	95.71
C147	89.88	1708.00	2°20'15"	S76°14'50"E	89.88	C195	5.32	328.00	0°59'48"	N8°13'05"E	5.32
C148	26.51	17.00	89°20'44"	S32°44'36"E	23.90	C196	19.80	250.00	4°32'20"	N87°43'50"W	19.80

ROCKY MOUNTAIN POWER

- 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.
- PURSUANT TO UTAH CODE ANN. 17-27A603(4)(C) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS 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:
 - A RECORD EASEMENT OR RIGHT-OF-WAY
 - THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND FACILITIES OR
 - ANY OTHER PROVISION OF LAW

PLAT NOTES

- PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF THE MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE DAY OF ____.
- THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, REGULATIONS AND ORDINANCES.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
- NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS "PRIVATE" ON THIS PLAT.
- DRIVEWAYS AND LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
- DRAINAGE SHALL NOT CROSS PROPERTY LINES. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
- VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
- ALL BUILDING AND DEVELOPMENT SHALL BE IN CONFORMANCE WITH THE VINEYARD ZONING ORDINANCE.

ACCEPTANCE BY LEGISLATIVE BODY

THE LEGISLATIVE BODY OF VINEYARD CITY OF 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 ____ 20__.

VINEYARD PLANNING COMMISSION CHAIR	VINEYARD ATTORNEY
DATE ____/____/____	DATE ____/____/____
VINEYARD ENGINEER	VINEYARD CITY MANAGER
DATE ____/____/____	DATE ____/____/____
CLERK/RECORDER	

SURVEYORS CERTIFICATE

I, JOSH F. MADSEN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5152657 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME HAS OR WILL BE STAKED ON THE GROUND AS SHOWN ON THIS PLAT, AND SHALL BE HEREAFTER KNOWN AS THE COTTONWOODS, PHASE 4 SUBDIVISION.



BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6, SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD, UTAH COUNTY, UTAH, AND BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°38'03" WEST 932.88 FEET, AND SOUTH 273.83 FEET FROM THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 2°18'21" WEST 304.40 FEET; THENCE SOUTH 4°23'55" WEST 82.57 FEET; THENCE SOUTH 3°08'47" WEST 56.02 FEET; THENCE SOUTH 126.63 FEET; THENCE SOUTH 14°55'17" WEST 95.21 FEET TO A POINT ON A 1708.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 17.42 FEET ALONG THE ARC OF SAID CURVE, WHICH CENTER BEARS SOUTH 14°55'17" WEST, WITH A CENTRAL ANGLE OF 0°35'04" (CHORD=NORTH 75°22'14" WEST 17.42 FEET); THENCE SOUTH 14°41'51" WEST 158.34 FEET TO A 1540.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 422.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°42'54" (CHORD=NORTH 83°09'36" WEST 421.07 FEET); THENCE SOUTH 88°58'59" WEST 25.09 FEET; THENCE NORTH 1°01'03" WEST 99.82 FEET; THENCE NORTH 13°00'19" EAST 57.72 FEET; THENCE NORTH 1°04'01" WEST 585.11 FEET; THENCE NORTH 89°24'39" EAST 398.71 FEET; THENCE NORTH 76°37'24" EAST 60.49 FEET; NORTH 89°22'51" EAST 88.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 45 LOTS OR 9.026 ACRES

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND PUBLIC STREETS TO BE HEREAFTER KNOWN AS

THE COTTONWOODS, PHASE 4

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE OWNER(S) WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREET.
IN WITNESS WHEREOF _____ HAVE HEREUNTO SET THIS ____ DAY OF ____ A.D. 20__.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH

ON THE ____ DAY OF _____, A.D. 20__, PERSONALLY APPEARED BEFORE ME GLEN R. PETTIT, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE MANAGER OF VINEYARD HOMESTEADS POD 6 LLC A UTAH LIMITED LIABILITY COMPANY, BY PRO MANAGEMENT-UTAH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED VOLUNTARILY FOR SAID CORPORATION AND FOR THE USES AND PURPOSES HEREIN MENTIONED.

VINEYARD HOMESTEADS POD 6, LLC
BY PRO MANAGEMENT - UTAH, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY _____
GLEN R. PETTIT, MANAGER

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC RESIDING AT _____

VINEYARD HOMESTEAD
DEVELOPMENT 2012, LLC
2254 WILLIAMSBURG CIR
WEST JORDAN, UT 84047

THE COTTONWOODS, PHASE 4
LOCATED IN SOUTHEAST QUARTER OF SECTION 18
TOWNSHIP 6 SOUTH, RANGE 2 EAST,
SALT LAKE BASE & MERIDIAN

Recorded # _____
State of Utah, County of UTAH, recorded and filed at the request of _____

Date ____ Time ____ Book ____ Page ____

Fee \$ _____ Utah County Recorder

AIM.021

1 OF 1



12401 SOUTH 450 EAST
DRAPER, UT 84020 BLD
PHONE: (801) 571-9414
FAX: (801) 571-9449

Lot Drainage - As approved and required by the Town of Vineyard

- At minimum, 50% of roof drains shall drain towards the street.
- All side downspouts are to be diverted toward the front or rear of the lot.
- Yards to be positively graded away from all window wells
- HOA's &/or homeowners are responsible for maintaining lot line drainage pathways through their properties per drainage plan.
- All lot lines are to be maintained as drainage pathways for accumulating runoff from adjoining lots.
- All lots shall meet the International Building Code standards and drain away from the structure.
- See drainage plan for grading and elevations.

DOMINION ENERGY

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION MAY REQUIRE OTHER 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 ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINIONS RIGHT-OF-WAY DEPARTMENT 1-800-366-8532



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: Wednesday October 30th, 2019

Agenda Item: 3.4 Public Works – Truck Purchases

Department: Public Works Fleet

Presenter: Don Overson

Background/Discussion:

The Public Works Department is looking to purchase two (2) RAM 3500 Tradesman Pickup Trucks. Each truck will be equipped with snow plow packages and will be used for snow removal during the winter, as well as being utilized by the Public Works Wastewater and Parks departments for the remainder of the year.

Fiscal Impact:

Total purchase price per truck is \$38,495.95. The funding will come from the Fleet Capital Outlay budget reserved for fleet vehicles and snow plow equipment.

Recommendation:

Sample Motion:

Attachments:

SELLER/DEALER:

KEN GARFF WEST VALLEY CJDR FIAT
4175 WEST 3500 SOUTH
W VALLEY CITY UT 84120
(801)955-7448

MOTOR VEHICLE CONTRACT OF SALE

10/25/2019
DATE OF SALE:

TOWN OF VINEYARD

PURCHASER'S NAME
125 S MAIN ST
STREET ADDRESS
VINEYARD UT 84059
CITYCOUNTYSTATEZIP CODE
(801) 471-9834 (801) 471-9834
RES. PHONEBUS. PHONE

CUSTOMER #: 1366076
DEAL #: 357259

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
X			2019	DODGE	RAM 3500	CREW CAB S		BRIGHT WHITE
V.I.N.			ODOMETER		STOCK NO.	DEL. DATE	SALESPERSON	
3C63R3GJ1KG662839					1DF9278	10/25/2019		

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	36986.00
2. ACCESSORIES/OPTIONS	1400.00
3.	N/A
4.	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	38386.00
7. MFR. REBATE \$	N/A
8. PORTION/REBATE APPLIED TO PURCHASE	(N/A)
9. SUBTOTAL (lines 6 minus 8)	38386.00

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE	ODOMETER
SERIES	BODY TYPE
V.I.N.	
*BALANCE OWED ON TRADE-IN:	N/A
BALANCE OWED TO:	
ADDRESS:	
PAYOFF	GOOD
VERIFIED BY:	UNTIL:
DATE OF VERIFICATION	ACC.#:
*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.	
10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	N/A
15. SUBTOTAL FROM LINE 9	38386.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	N/A
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	38386.00
20. TRADE ALLOWANCE ** (line 10)	N/A
21. NET TAXABLE AMOUNT (line 19 minus line 20)	\$ 38386.00
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	N/A
27. N/A	N/A
28. MAINTENANCE	109.95
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	38495.95
30. TOTAL CREDITS (line 14)	(N/A)
31. BALANCE DUE (total line 29 minus 30)	
DAY25 MONTHOCT YEAR2019	38495.95

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

☐ Title (if not, explain):

REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY
☐	☐	☐	☐	☐	☐

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN N/A MONTHS AND N/A MONTHS. MONTHLY PAYMENTS BETWEEN \$ N/A PER MONTH AND \$ N/A PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO (UTAH CODE ANN.) SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO: NONE ☒ AS FOLLOWS ☐

Purchaser has arranged insurance on vehicle through insurance company. Policy #

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

TOWN OF VINEYARD

SIGNATURE OF PURCHASER DATE 10/25/19 VEHICLE TO BE TITLED IN NAME OF

SIGNATURE OF CO-PURCHASER DATE SIGNATURE OF SELLER DATE 10/25/19

APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920

ADDITIONAL TERMS, CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The provisions on the reverse side of this contract are subject to the following additional terms, conditions, and warranties.

1. Purchaser promptly shall deliver to Seller (a) the original bill of sale and the title to any used vehicle taken in trade hereunder, and (b) the trade-in vehicle in the same condition and containing the same equipment as when appraised, excepting only reasonable wear and tear. Purchaser warrants such trade-in vehicle to be his sole property free and clear of all liens and encumbrances except as otherwise noted on the reverse side hereof.
2. If Purchaser does not pay the "BALANCE DUE" by the date indicated on the reverse side of this contract, then Seller may set off against its damages any cash deposit or down payment received from Purchaser. In the event a vehicle has been taken in trade, Purchaser authorizes Seller to sell the trade-in vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond Seller's control.
4. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF ANY NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING SUCH VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.

SIMILARLY, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO ANY USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.
5. If the vehicle sold to Purchaser hereunder is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said vehicle.
6. If it becomes necessary for Seller to enforce any of the provisions of this contract, Purchaser shall pay Seller's reasonable attorney's fees, court costs, and collection fees, whether they are incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. Collection fees hereunder are imposed in accordance with Utah Code Ann. §12-1-11, and shall comply with all applicable laws.
7. Purchaser may not transfer, assign, or delegate his rights or duties under this contract without Seller's prior written consent.
8. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
9. Purchaser represents that he is 18 years of age or older.
10. Purchaser grants to Seller a security interest in the purchased vehicle and in any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants to Seller a security interest in the purchased vehicle to secure Seller's right to recover any losses proximately caused by Purchaser's breach of any provisions of this contract.
11. If the purchased vehicle is a used vehicle, the information shown on the window form (Buyer's Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract.
12. IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:
 - (a) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND ALL SAFETY-RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE.
 - (b) THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADE-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;
 - (c) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES THE ACTUAL MILES THE TRADE-IN VEHICLE HAS BEEN DRIVEN;
 - (d) THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADE-IN VEHICLE, AND THAT TRANSFER OF THE TRADE-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS LEGAL AND PROPER;
 - (e) THAT THE TRADE-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS "SALVAGED", "RESTORED", "REPAIRED", OR SIMILAR TERM PURSUANT TO UTAH CODE ANN. §41-1A-1004 AND §41-1A-1005, ANY SUCCESSOR STATUTE(S), OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY, THEN PURCHASER SHALL BE LIABLE FOR AND PAY TO SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE STATED ON THE REVERSE SIDE HEREOF AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION;
 - (f) THAT THE TRADE-IN VEHICLE WAS NOT KNOWINGLY INITIALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA; AND
 - (g) THAT, TO THE EXTENT THAT A MANUFACTURER'S WARRANTY REMAINS IN EFFECT, NO MODIFICATION HAS BEEN MADE TO THE TRADE-IN VEHICLE THAT WOULD INVALIDATE OR DIMINISH SUCH WARRANTY.
13. Any written notice required to be given to Purchaser shall be deemed reasonable and effective notification if it is mailed by ordinary mail, postage prepaid, to Purchaser's mailing address stated on the reverse side hereof.
14. The rate of interest set forth in section (B) of the "Financing Disclosure" on reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest, which shall control any and all financial disclosures in this contract. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (B) of said "Financing Disclosure".
15. All information Seller requests or receives hereunder may be used to verify Purchaser's identity in accordance with the U. S. Patriot Act.

SELLER/DEALER:

KEN GARFF WEST VALLEY CJDR FIAT
4175 WEST 3500 SOUTH
W VALLEY CITY UT 84120
(801)955-7448

MOTOR VEHICLE CONTRACT OF SALE

10/25/2019
DATE OF SALE:

TOWN OF VINEYARD

PURCHASER'S NAME

125 S MAIN ST

STREET ADDRESS

VINEYARD UT 84059

CITYCOUNTYSTATEZIP CODE

(801) 471-9834(801) 471-9834

RES. PHONEBUS. PHONE

CUSTOMER #: 1366076
DEAL #: 357400

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
X			2019	DODGE	RAM 3500	CREW CAB S		WHITE
V.I.N.				ODOMETER		STOCK NO.		DEL. DATE
3C63R3GJ9KG549592						1DF9000		10/25/2019
SALESPERSON								

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	36986.00
2. ACCESSORIES/OPTIONS	1400.00
3.	N/A
4.	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	38386.00
7. MFR. REBATE \$	N/A
8. PORTION/REBATE APPLIED TO PURCHASE	(N/A)
9. SUBTOTAL (lines 6 minus 8)	38386.00

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE	ODOMETER
SERIES	BODY TYPE
V.I.N.	
*BALANCE OWED ON TRADE-IN:	N/A
BALANCE OWED TO:	
ADDRESS:	
PAYOFF	GOOD
VERIFIED BY:	UNTIL:
DATE OF VERIFICATION	ACC. #:
*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.	
10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	N/A
15. SUBTOTAL FROM LINE 9	38386.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	N/A
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	38386.00
20. TRADE ALLOWANCE ** (line 10)	N/A
21. NET TAXABLE AMOUNT (line 19 minus line 20)	\$ 38386.00
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	N/A
27. N/A	N/A
28. MAINTENANCE	109.95
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	38495.95
30. TOTAL CREDITS (line 14)	(N/A)
31. BALANCE DUE (total line 29 minus 30)	
DAY25 MONTHOCT YEAR2019 38495.95	

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

☐ Title (if not, explain):

REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY
☐	☐	☐	☐	☐	☐

NOTICE ONLY TO BUYERS OF USED VEHICLES

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I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN N/A MONTHS AND N/A MONTHS. MONTHLY PAYMENTS BETWEEN \$ N/A PER MONTH AND \$ N/A PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A.

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO (UTAH CODE ANN.) SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO: NONE ☒ AS FOLLOWS ☐

Purchaser has arranged insurance on vehicle through insurance company. Policy #

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER

DATE 10/25/19

VEHICLE TO BE TITLED IN NAME OF

TOWN OF VINEYARD

SIGNATURE OF CO-PURCHASER

DATE

SIGNATURE OF SELLER

DATE 10/25/19

APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920

ADDITIONAL TERMS, CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The provisions on the reverse side of this contract are subject to the following additional terms, conditions, and warranties.

1. Purchaser promptly shall deliver to Seller (a) the original bill of sale and the title to any used vehicle taken in trade hereunder, and (b) the trade-in vehicle in the same condition and containing the same equipment as when appraised, excepting only reasonable wear and tear. Purchaser warrants such trade-in vehicle to be his sole property free and clear of all liens and encumbrances except as otherwise noted on the reverse side hereof.
2. If Purchaser does not pay the "BALANCE DUE" by the date indicated on the reverse side of this contract, then Seller may set off against its damages any cash deposit or down payment received from Purchaser. In the event a vehicle has been taken in trade, Purchaser authorizes Seller to sell the trade-in vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond Seller's control.
4. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF ANY NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING SUCH VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.

SIMILARLY, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO ANY USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.
5. If the vehicle sold to Purchaser hereunder is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said vehicle.
6. If it becomes necessary for Seller to enforce any of the provisions of this contract, Purchaser shall pay Seller's reasonable attorney's fees, court costs, and collection fees, whether they are incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. Collection fees hereunder are imposed in accordance with Utah Code Ann. §12-1-11, and shall comply with all applicable laws.
7. Purchaser may not transfer, assign, or delegate his rights or duties under this contract without Seller's prior written consent.
8. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
9. Purchaser represents that he is 18 years of age or older.
10. Purchaser grants to Seller a security interest in the purchased vehicle and in any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants to Seller a security interest in the purchased vehicle to secure Seller's right to recover any losses proximately caused by Purchaser's breach of any provisions of this contract.
11. If the purchased vehicle is a used vehicle, the information shown on the window form (Buyer's Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract.
12. IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:
 - (a) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND ALL SAFETY-RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE;
 - (b) THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADE-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;
 - (c) THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES THE ACTUAL MILES THE TRADE-IN VEHICLE HAS BEEN DRIVEN;
 - (d) THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADE-IN VEHICLE, AND THAT TRANSFER OF THE TRADE-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS LEGAL AND PROPER;
 - (e) THAT THE TRADE-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS "SALVAGED", "RESTORED", "REPAIRED", OR SIMILAR TERM PURSUANT TO UTAH CODE ANN. §41-1A-1004 AND §41-1A-1005, ANY SUCCESSOR STATUTE(S), OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY, THEN PURCHASER SHALL BE LIABLE FOR AND PAY TO SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE STATED ON THE REVERSE SIDE HEREOF AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION;
 - (f) THAT THE TRADE-IN VEHICLE WAS NOT KNOWINGLY INITIALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA; AND
 - (g) THAT, TO THE EXTENT THAT A MANUFACTURER'S WARRANTY REMAINS IN EFFECT, NO MODIFICATION HAS BEEN MADE TO THE TRADE-IN VEHICLE THAT WOULD INVALIDATE OR DIMINISH SUCH WARRANTY.
13. Any written notice required to be given to Purchaser shall be deemed reasonable and effective notification if it is mailed by ordinary mail, postage prepaid, to Purchaser's mailing address stated on the reverse side hereof.
14. The rate of interest set forth in section (B) of the "Financing Disclosure" on reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest, which shall control any and all financial disclosures in this contract. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (B) of said "Financing Disclosure".
15. All information Seller requests or receives hereunder may be used to verify Purchaser's identity in accordance with the U. S. Patriot Act.



SLSMN# 26126 JAMES OLSEN

DEAL # 357259

STOCK # 1DF9278

- ☐ WE OWE/YOU OWE
☐ WORK AUTHORIZATION

Name	Date	
TOWN OF VINEYARD	10/25/2019	
Address	Phone	
125 S MAIN ST	(801) 471-9834	
City	State	Zip
VINEYARD	UT	84059
Year	Make	Model
2019	DODGE	RAM 3500 CREW CAB ST 4WD LB

WE OWE YOU

- ☐ SOLD ☐ STOCK ☒ NEW ☐ USED
☐ WE OWE ☐ WORK AUTHORIZATION
☐ POLICY ADJUST ☐ POLICY ADJUST

DESCRIPTION / PART #	AMOUNT	ACCOUNT #
WIG WAG LIGHT	850 ⁰⁰	
TINT	50 ⁰⁰	
WEATHERTECH MATS	150 ⁰⁰	
BEDLINER	350 ⁰⁰	
NOTE: Expires 30 days from date of sale.		

YOU OWE US

- ☐ Trade In Registration ☐ Other _____
☐ Trade In Title _____
☐ Proof Of Income ☐ Cosign Required _____
☐ Proof Of Insurance ☐ Cash Due - Down Payment Due _____
☐ Property Tax ☐ Pay Off On Trade _____

I hereby accept the above WE OWE with the understanding that it expires (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed. It is also agreed that the Dealer is not obligated to perform any subsequent repairs to his/her vehicle of any nature whatsoever.

I also acknowledge the above YOU OWE and promise to provide the items marked on or before: Date OCTOBER 25th 2019

X
CUSTOMER'S SIGNATURE

10 / 25 / 2019
DATE

X
DEALER'S AUTHORIZED SIGNATURE

10 / 25 / 2019
DATE



SLSMN#

DEAL # 357400STOCK # 1DF9286☐ WE OWE/YOU OWE☐ WORK AUTHORIZATION

Name	Date	
TOWN OF VINEYARD	10/25/2019	
Address	Phone	
125 S MAIN ST	(801) 471-9834	
City	State	Zip
VINEYARD	UT	84059
Year	Make	Model
2019	DODGE	RAM 3500 CREW CAB ST 4WD LB

WE OWE YOU☐ SOLD ☐ STOCK ☒ NEW ☐ USED☐ WE OWE ☐ WORK AUTHORIZATION☐ POLICY ADJUST ☐ POLICY ADJUST

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NOTE: Expires 30 days from date of sale.		

YOU OWE US☐ Trade In Registration☐ Other _____☐ Trade In Title☐ Proof Of Income☐ Cosign Required☐ Proof Of Insurance☐ Cash Due - Down Payment Due☐ Property Tax☐ Pay Off On Trade

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I also acknowledge the above YOU OWE and promise to provide the items marked on or before: Date OCTOBER 25th 2019


CUSTOMER'S SIGNATURE

10 / 25 / 2019
DATE

X
DEALER'S AUTHORIZED SIGNATURE

10 / 25 / 2019
DATE

LAND DONATION AND DEVELOPMENT AGREEMENT

THIS LAND DONATION AND DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered as of the _____ day of October 2019 (the “Effective Date”), by and between Vineyard City, a Utah municipal corporation (the “City”), the Vineyard Redevelopment Agency, a political subdivision of the State of Utah (the “RDA” or “Agency”), and Anderson Geneva, LLC, a Delaware limited liability company (“AG”) and Ice Castle Retirement Fund, L.L.C., a Delaware limited liability company (“Ice Castle” and, collectively with AG, the “Developer”), individually a “Party” or collectively the “Parties.”

RECITALS

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

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

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

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

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

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

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

H. Within the Town Center Districts and the Lake Promenade shall be located and installed certain system improvements as well as surface and subsurface backbone infrastructure

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

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

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

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

AGREEMENT

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

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

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

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

4. Vested Rights.

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

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

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

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

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

2. Future City Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, or similar

construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

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

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

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

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

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

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

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

a. Transfer of Development. It is contemplated that Developer will sell various portions of the Property to one or more Successors and Assigns who will develop specific projects on their respective portions of the Property. Developer shall be entitled to transfer any or all portions of the Property to any Successors and Assigns subject to the terms of this Agreement. In the event of any such transfer of Developer's interest in the Property, the Successors and Assigns shall be deemed to be Developer for all purposes under this Agreement but only with respect to that portion of the Property so transferred. Except as set forth in Section

8(a) with respect to the Lake Promenade, nothing in this Section shall prohibit Developer from selling any portion of the Property to one or more Successors and Assigns for any purpose, and such Successors and assigns may erect, construct, maintain, and operate (or cause to be erected, constructed, maintained, and operated) improvements thereon consistent with the requirements of this Agreement, the Code, and the Plan and Applicable City Laws. The provisions of this Section shall not prohibit the granting of any security interests, liens or mortgages on any portion of the Property for financing the acquisition and development of development parcels within the Project, subject to Developer and any Successors and Assigns complying with this Agreement, the Code, the Plan and Applicable City Laws.

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

6. Infrastructure.

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

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

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

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

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

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

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

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

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

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

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

7. Improvements to the Lake Promenade and Plaza Properties.

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

a. Open Space Credit from the Lake Promenade and Plaza Properties and Geneva Park. Pursuant to Section 6 of the Code, the City agrees that Developer or any Successor and Assign who donate, develop or improve any portion of the Lake Promenade or any portions of the Adjoining Promenade Property or the Plaza Property or Geneva Park may credit that portion of the Lake Promenade Property and Plaza Property and Geneva Park so donated, developed or improved as part or all of the open space obligations of Developer and each such Successor and Assign. Only the Lake Promenade area and associated adjacent parking may be counted for purposes of calculating open space credit; the travel lanes of the adjacent streets will not be credited as open space.

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

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

Improvements above and beyond the Basic Promenade Improvements are irrevocably considered Backbone Infrastructure and Infrastructure Reimbursable Costs and shall be reimbursed to Developer and each Successor and Assign pursuant to the terms of this Agreement.

8. Construction of Backbone Infrastructure.

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

9. Reimbursement Submittal and Payment.

- a. Construction approval and reimbursement submittal for Backbone Infrastructure shall proceed as follows:
 - i. Prior to commencing construction on any Backbone Infrastructure, Developer shall submit its request for proposal (“RFP”) to City’s public works department for review of the bid package relating to the Backbone Infrastructure project under consideration. City shall within five (5) business days approve or comment on the RFP. Any accepted modifications will be made by Developer within five (5) business days and distributed to potential contractors for bid, including any contractors City requests. Developer shall have the discretion to determine whether a potential contractor is qualified for purposes of completing the project associated with the RFP. Developer shall receive bids from at least three (3) contractors for each Backbone Infrastructure project.
 - ii. Upon the selection by Developer of a contractor for a Backbone Infrastructure project, Developer shall promptly notify City and request a pre-construction meeting with City’s public works department.
 - iii. During construction of a Backbone Infrastructure project, Developer and City will meet regularly to review the construction schedule, budget, proposed modifications to the approved scopes of work, etc. Developer shall provide to City on at least a monthly basis, a progress schedule and progress budget.
 - iv. At the conclusion of each Backbone Infrastructure project, Developer shall submit to City the approved budget, invoices, and payment history for such project. Reimbursement for each Backbone Infrastructure project shall be per the terms outlined in this Agreement.
 - v. If a Backbone Infrastructure project includes infrastructure that will be dedicated or owned or maintained by City, Developer and City will

attend a “punch list” meeting within thirty (30) calendar days of the completion of such project to coordinate the turn-over of the project to City ownership and/or maintenance (the “Punch List Meeting”). Any items identified in the Punch List Meeting that City and Developer agree are deficient (the “Punch List Items”) shall be rectified by Developer within ninety (90) days and submitted to the City for review. City shall within ten 10 working days review the Punch List Items for satisfaction, and upon satisfactory completion of such items, shall assume ownership or maintenance of the subject infrastructure. Nothing in this section shall relieve Developer of its obligations to provide the necessary warranty associated with any Backbone Infrastructure.

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

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

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

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

and

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

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

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

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

11. 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.

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

[Signatures on following pages]

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

VINEYARD CITY

By: _____
Name:
Title: Mayor

VINEYARD REDEVELOPMENT AGENCY

Attest:

By: _____
Secretary

By: _____
Name:
Title: Chair

ANDERSON GENEVA, LLC

By: _____
Name: Peter Evans
Title: Manager

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

By: _____
By: Glen R. Pettit, Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

In the County of Utah, State of Utah, on this ____ day of October 2019, 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 October 2019, before me, the undersigned notary, personally appeared _____ and _____, the Chair and the Secretary, respectively, of the Vineyard Redevelopment Agency, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

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

In the County of Salt Lake, State of Utah, on this ____ day of October 2019, before me, the undersigned notary, personally appeared Peter Evans, the Manager of Anderson Geneva, LLC, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his signature is voluntary.

Notary signature and seal

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

In the County of Salt Lake, State of Utah, on this ____ day of October 2019, before me, the undersigned notary, personally appeared Glen R. Pettit, the Manager of Pro Management, Utah, LLC which is the Manager of Ice Castle Retirement Fund, LLC, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his signature is voluntary.

Notary signature and seal

EXHIBIT A: The Property Legal Description

Exhibit B: The Code

Exhibit C: Lake Promenade Property Map

Exhibit D: The Town Center Map

EXHIBIT E: The Backbone Infrastructure

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



Architecture + Planning
17411 Van Kynos Ave.
Suite 200
Irvine, CA 92614
949.451.2150
www.a+p.com

Anderson Camera Development Inc.
Lubbock, TX 79402

VINEYARD TOWN CENTER

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CONCEPTUAL DESIGN

10/10/2019

