



**NOTICE OF A VINEYARD  
CITY COUNCIL MEETING  
August 12, 2020 at 6:00 PM**

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PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, August 12, 2020 at 6:00 p.m. *This meeting will be held electronically because of the gathering restrictions in force due to the COVID-19 Pandemic. This meeting can be viewed live through Zoom.*

Please click on this link <https://zoom.us/j/96836498304> or dial 1-301-715-8592 US or 1-253-215-8782 to join the meeting.

**AGENDA**

**Presiding Mayor Julie Fullmer**

**REGULAR SESSION**

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

*Public comments can be submitted ahead of time to [pams@vineyardutah.org](mailto:pams@vineyardutah.org). Public comments will also be taken through the zoom app by either using the ‘chat’ feature or the ‘raise hand’ feature when prompted.*

**3. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS**

**4. STAFF, COMMISSION, AND COMMITTEE REPORTS**

*(3 minutes each)*

Building – Building Official George Reid – Quarterly Reports

**5. DISCUSSION**

**5.1 Street Naming**

City Council and staff will discuss the process for naming of streets.

## 6. CONSENT ITEMS

6.1 [Approval of the July 22, 2020 City Council Meeting Minutes](#)

6.2 [Approval of Edgewater Phase 1 Lots 2 & 6](#)

6.3 [Approval of Edgewater Phase 1 Lot 28](#)

## 7. MAYOR'S APPOINTMENTS

7.2 **Bicycle Commission Alternate**.....1

Mayor Fullmer will appoint, with the advice and consent of the council, Lindsay Beekman as an alternate on the Bicycle Advisory Commission.

## 8. BUSINESS ITEMS

8.1 **DISCUSSION AND ACTION** [Shared Use Maintenance Agreement](#) (15 minutes)

City Manager Jacob McHargue will present the shared use maintenance agreement between Vineyard and Waters Edge Master Homeowners Association, Inc. (the "HOA"). The mayor and City Council will take appropriate action.

8.2 **DISCUSSION AND ACTION** – [Interlocal Agreement with UDOT \(RES U2020-13\)](#)

(15 minutes)

The Utah Department of Transportation is requesting that a Federal Aid Agreement be signed in order to begin construction on the Vineyard Rail Consolidation Project. The mayor and City Council will act to adopt (or deny) this request by resolution.

8.3 **DISCUSSION AND ACTION** – [Interlocal Agreement with Salem City for Building Inspections \(RES 2020-14\)](#) (15 minutes)

Senior Building Official George Reid will present an interlocal agreement with Salem City to aid in providing building inspections by having Vineyard City inspectors inspect for Salem when available. The mayor and City Council will act to adopt (or deny) this request by resolution.

## 9. CLOSED SESSION

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

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

## 10. ADJOURNMENT

The next regularly scheduled meeting is August 26, 2020.

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 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:** August 11, 2020

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



**MINUTES OF A VINEYARD  
CITY COUNCIL MEETING**

This meeting was held electronically, via Zoom,  
due to the COVID-19 gathering restrictions  
**July 22, 2020 at 6:00 PM**

**Present**

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

**Absent**

**Staff Present:** City Manager Jacob McHargue, Assistant City Engineer Chris Wilson, City Attorney David Church, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Elizabeth Hart, Building Official George Reid, Water/Parks Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Anthony Jenkins, Planning Commissioner Amber Rasmussen

**Others Speaking:** Residents David Lauret and Burton Hohman

**6:00 PM REGULAR SESSION**

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

Mayor Fullmer opened the meeting at 6:00 PM. Councilmember Welsh led the Pledge of Allegiance and gave the invocation.

**2.  PUBLIC COMMENTS**

Mayor Fullmer called for public comments.

Ms. Spencer read a public comment from Resident Lynette Evans asking that the council consider increasing the library reimbursement for residents to the full amount charged by the Orem City Library. Mr. McHargue mentioned that residents can get a Utah County Bookmobile card for free. The bookmobile comes to the city every other Monday and includes access to the state's online library, where they can download and read e-books or listen to audiobooks. He said that if residents wanted to get actual books, they could request them and the bookmobile would bring them when they came to the city. Mayor Fullmer suggested that the city do a social media post about how to get a bookmobile card and how to use the state site.

Mayor Fullmer asked for follow-up on the comment that was made last week about parking restrictions. Mr. McHargue said that he had sent Mr. Stovall the newly adopted code, which tells him how to request restrictions within his subdivision.

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

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52  
53 **3.  MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

54 Councilmember Welsh reported that she had been able to tour the Geneva cleanup site, which  
55 should be finished soon. She felt that the Corrective Action Management Unit (CAMU) was  
56 being built to a high standard. She mentioned that if anyone had any questions or concerns, they  
57 could go to the website Genevarestoration.net. Mayor Fullmer added that residents could follow  
58 the progress on the Department of Environmental Quality's website.

59  
60 Councilmember Earnest reported that there was a slight increase in COVID-19 cases, but the  
61 hospitals still had the capacity for coronavirus patients. He felt that Utah County was a pretty  
62 great place to live. He said that residents needed to be wise and do their best to make the right  
63 decisions even with the misinformation that was out there.

64  
65 Mayor Fullmer reported that the Center Street Overpass was coming along smoothly. The  
66 process of adding Utah Department of Transportation (UDOT) to the rail spur removal  
67 agreement was going well and it should be turned over Union Pacific (UP) soon. The  
68 FrontRunner station was in the bid process, but they were waiting for a signal arm update review  
69 to be completed by UP. She reported that the city was working on getting the funding to  
70 complete the Vineyard Connector.

71  
72 **4.  STAFF, COMMISSION, AND COMMITTEE REPORTS**

73 City Manager Jacob McHargue – Mr. McHargue reported that the North Pointe Solid Waste  
74 Special Service District's manager was retiring and that they would be conducting interviews in  
75 August to replace him. He said that the city had received reports from a group called Recycle  
76 Coach, which was an app that coordinated with callers in each city about which types of  
77 materials were recyclable and where they could take materials that were not collected in the  
78 regular cans. North Pointe was looking to work with Recycle Coach on behalf of their contract  
79 cities. He mentioned that the app would also remind residents when their garbage and recycling  
80 days were. He said that there would be an additional cost to the city if North Pointe decided to  
81 use them.

82  
83 Mr. McHargue reported that the Parade of Homes would be held July 23 – August 8. There  
84 would be in-person and virtual tours of the homes.

85  
86 Mr. McHargue reported that he had been meeting with Utah County on a plan for use of the  
87 CARES Act dollars. He said that the county had created a form that the cities felt was more  
88 restrictive than the federal agreement, and they were working with them to come up with  
89 something they could all agree on. He said that he should be able to present a list of allowed  
90 expenditures to the council soon.

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92  
93 **5. DISCUSSION**

94 No items were submitted.

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97 **6.  CONSENT ITEMS**

98 **6.1** Approval of the July 8, 2020 City Council Meeting

99 **6.2** Approval of the HA5 Application Budget

100 **6.3** Approval of Lakefront Town Center Phase 1E Condo Plat O

101 **6.4** Approval of Lakefront Town Center Phase 1E Condo Plat OO

- 6.5 Approval of Lakefront Town Center Phase 1E Condo Plat PP
- 6.6 Approval of Lakefront Town Center Phase 1E Condo Plat Q
- 6.7 Approval of Lakefront Town Center Phase 1E Condo Plat R
- 6.8 Approval of Lakefront Town Center Phase 1E Condo Plat S
- 6.9 Approval of Lakefront Town Center Phase 1E Condo Plat T
- 6.10 Approval of Lakefront Town Center Phase 1E Condo Plat U
- 6.11 Approval of Lakefront Town Center Phase 1E Final Townhomes Subdivision Plat
- 6.12 Approval of Final Lakefront Town Center Phase 1F Condo Final Plat L
- 6.13 Approval of Lakefront Town Center Phase 1F Condo Final Plat M
- 6.14 Approval of Lakefront Town Center Phase 1F Condo Plat N
- 6.15 Approval of Lakefront Town Center Phase 1F Final Townhomes Subdivision Plat
- 6.16 Approval of Hampton E Final Plat
- 6.17 Approval of Hampton F Final Plat

Mayor Fullmer called for questions or a motion.

**Motion:** COUNCILMEMBER EARNEST MOVED TO APPROVE THE CONSENT ITEMS. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

## 7. MAYOR'S APPOINTMENTS

### 7.1 Councilmember Appointments

Mayor Fullmer stated that she needed to postpone this item to a future meeting.

### 7.2 Bicycle Commission – 5 members – these appointments are made with the advice and consent of the council.

Ms. Spencer read the recommended names for the Bicycle Commission, which were: Caden Rhoton, Mike Houston, Burton Hohman, Andrew Terry, and Anthony Jenkins.

Councilmember Welsh asked about the objectives of the commission. Ms. Hart replied that they would be discussing the objectives listed in the resolution at their first meeting. She added that they would be a part of the grant writing process for the Active Transportation Plan. Mr. McHargue mentioned that Ms. Hart had been working hard to get Vineyard designated as a bicycle friendly community and this commission would be a part of that process.

Councilmember Earnest asked if the commission would include discussions on other modes of non-vehicular transportation. Ms. Hart replied yes. Mayor Fullmer added that the commission would participate on the Active Transportation Board in the state and region. She said the group would be able to focus on the things that the city did not have time to work on with active transportation.

Mayor Fullmer called for a motion.

**Motion:** COUNCILMEMBER JUDD MOVED TO ACCEPT THE APPOINTMENT OF THE FIVE (5) MEMBERS OF THE BICYCLE COMMISSION AS PRESENTED. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

153 **8. BUSINESS ITEMS**

154 **8.1  DISCUSSION AND ACTION – Text Amendment to the Zoning Code and**  
155 **Zoning Map Amendment (Ordinance 2020-05)** *(A public hearing for this item was held*  
156 *on June 24, 2020.) (This item was continued during the June 24, 2020 City Council*  
157 *meeting and sent back to Planning Commission during the July 8 City Council meeting for*  
158 *further review.)*

159 Community Development Director Morgan Brim will present a request for a zoning code  
160 text amendment. The applicant is proposing the creation of a new zoning district;  
161 Neighborhood Commercial (NC) within the Vineyard Zoning Ordinance Section 15.12  
162 Establishment of Districts and Zoning Tables. The applicant is also seeking to apply the  
163 new Neighborhood Commercial (NC) district to the property located at 600 S. Geneva  
164 Road, Vineyard, Utah 84059 (Parcel Number 53:589:0002) consisting of 1.05 acres,  
165 currently zoned Regional Commercial (RC). The mayor and City Council will act to adopt  
166 (or deny) these requests by ordinance.

167  
168 Mayor Fullmer turned the time over to Community Development Director Morgan Brim.

169  
170 Mr. Brim said that in the last meeting, where they discussed this proposal, the council expressed  
171 some concerns about the allowance of multi-family housing in the NC District, giving the  
172 potential for more apartment type units. He explained that he had worked with the council and  
173 the developer, and they all agreed to add a new definition called Clinical Support Housing. He  
174 read the definition for the record: “Clinical Support Housing: Residential housing whose  
175 occupancy is restricted to persons who are registered or employed as a patient, student, or staff  
176 member associated with the clinical or educational program of the facility or campus in which  
177 the housing unit or dormitory is located.” Mr. Brim explained that this would allow for a Telos  
178 type academy to have support housing on site. He added that code still limited the square  
179 footage. He said that Planning Commission was recommending approval.

180  
181 Mayor Fullmer called for questions. Hearing none, she called for a motion.

182  
183 Councilmember Welsh expressed concern that if they changed the zoning to state that the  
184 residents had to be a patient, medical staff, or student that it would stay with the property forever.  
185 She asked if this would be a restrictive use if the property ever changed ownership. Mr. Brim  
186 replied that it would not restrict it, but they were adding a clinical support housing category to  
187 the zoning code.

188  
189 **Motion:** COUNCILMEMBER JUDD MOVED TO ADOPT ORDINANCE 2020-05 FOR THE  
190 NEIGHBORHOOD COMMERCIAL TEXT AND ZONING MAP AMENDMENT.  
191 COUNCILMEMBER EARNEST SECONDED THE MOTION. ROLL CALL WENT AS  
192 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND  
193 WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

194  
195 **8.2  PUBLIC HEARING – Zoning Text Amendment Section 15.34.060 Accessory**  
196 **Dwelling Units (Ordinance 2020-09)** *(this item was continued from the July 8, 2020 City*  
197 *Council meeting.)*

198 The city is proposing a zoning ordinance amendment to Section 15.34.060 Accessory  
199 Dwelling Units to establish minimum lot size, parking and other development standards.  
200 The mayor and City Council may act to adopt (or deny) this request by ordinance.

201  
202 Mayor Fullmer turned the time over to Community Development Director Morgan Brim.

Mr. Brim said that this ordinance was presented last year and was sent back to the Planning Commission for further discussion. He explained that this change was not to allow something that was not allowed before. This code currently allowed ADUs in any single-family home as long as they could meet the parking and space requirements. He said that they had received ADU requests on some very small single-family lots and the problem was that they were adding the density of a townhome and having to remove landscaping to meet the parking requirements. He explained that the goal was to maintain the characteristics of the single-family neighborhood. He said that the original change was to make the minimum lot size 6,000 square feet. It was then suggested the size be 5,200 square feet. The Homesteads development, especially The Cottonwoods, were building homes with three (3)-car garages, which would give them plenty of onsite parking. He said that raising the minimum lot size to 5,200 square feet would eliminate about half of the single-family homes from having an ADU. He said that another change was to clarify the unit size. The code change reads: "Unit size: Accessory dwelling units shall ~~not exceed the lesser of~~ ~~not exceed the greater of~~ 50% of the size of the principle dwelling unit or 1,200 square feet." He said that they increased the parking requirement to five (5) onsite parking spaces to help the overall capacity. He said that they added tandem parking requirements which stated that tenant parking could not be tandem with the owner. Another amendment was adding a business license requirement, which would give the city the ability to do inspections and manage the ADU inventory. This license would be renewed biennially. He reviewed the areas in the city where ADUs would be allowed.

Mayor Fullmer asked how would it affect those people who already had ADUs. Mr. Brim replied that they would be vested but would have to get a business license. They could continue using the ADU unless they stopped using it for a certain amount of time. Mr. McHargue clarified that they would be vested if they had applied for an ADU as of today. Mr. Brim said that if they had an active building permit, to include an ADU, they would have six months to apply for an ADU permit. After today, everyone else would have to follow the new permit process.

Mayor Fullmer asked what things would preserve the character of the single-family home areas. Mr. Brim replied that lot size was a factor in that. The smaller the lot, the harder it would be to add an ADU without having an impact on the neighborhood. If the front yard was narrow, parking would take away from the green space.

Mayor Fullmer asked if the city would shut down any homes that had an ADU use but had not gone through the ADU process. Mr. Brim replied that if they had an illegal ADU, they never had a legal right to have an ADU and would not be allowed to get a permit. Mr. McHargue explained that this was because the city would not be able to perform an inspection on the construction of the ADU. Building Official George Reid explained that even if they had finished their basement legally with a second kitchen, they were required to sign an occupancy restriction form so they would not be allowed to rent out the basement without going through the ADU process.

Mayor Fullmer asked how this process would affect the housing shortage in the state and Vineyard's impact on it. Mr. Brim replied that it would drop down the availability in the city but should only affect those homes that should not have had an ADU anyway because of their lot size. He said that they were trying to make it so that people who wanted an ADU would purchase lots that would fit an ADU. He felt that it would not take that much out of the housing inventory.

Councilmember Judd felt that Vineyard had done more than their fair share of providing affordable housing. He said that one overall concern from residents was density. He felt that they had plenty of every type of housing in the city. Mr. McHargue explained that the housing report only asked whether or not ADUs were allowed in the city, which gave the city a credit towards their housing requirement. Mayor Fullmer agreed that there was ample housing diversity.

256 Mayor Fullmer called for a motion to go into a public hearing.

257  
258 **Motion:** COUNCILMEMBER JUDD MOVED TO OPEN THE PUBLIC HEARING AT 6:48  
259 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER,  
260 COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE  
261 MOTION CARRIED UNANIMOUSLY.

262  
263 Mayor Fullmer called for public comments.

264  
265 Resident Amber Rasmussen living in The Meadows subdivision asked if this would further  
266 impact lower-income people who are already struggling to live here or prevent them from  
267 coming at all. She felt that it was unfortunate if it limits the type of people who could move here.  
268 Mr. Brim replied that in Vineyard, compared to other cities, Vineyards' housing stock provided a  
269 healthy range of rental products. He added that ADUs helped to offset peoples' mortgages. He  
270 felt that Vineyard had done a wonderful job of providing a wide range of housing products.

271  
272 Mayor Fullmer said that Ms. Rasmussen had asked what the lowest rent was in the city.  
273 Mr. Brim replied that he thought it was around \$1,100 a month. Councilmember Judd mentioned  
274 that they had been talking for years about a housing shortage. He said that Vineyard was a place  
275 where people wanted to live and because of this demand, the prices were going to be higher. He  
276 felt that as they looked at the city as a whole, they were helping. He said that it would restrict  
277 certain areas, but they needed to look at safety issues and how ADUs would artificially increase  
278 the density.

279  
280 Resident David Lauret living on Holdaway Road felt that this would help with density creep.  
281 Mayor Fullmer felt that one of the main reasons for doing this amendment was because of the  
282 issue with parking not being able to be maintained on the smaller lots. Mr. McHargue said that if  
283 potential owners had a clear code that they could see, such as required lot size for an ADU, they  
284 would know before they purchased the home or property.

285  
286 Councilmember Welsh felt that the 5,200 square footage was a good compromise. She was in  
287 favor of moving forward.

288  
289 Mayor Fullmer asked the council how they felt with the cutoff date being today. Councilmember  
290 Judd said that he was in favor of protected rights and felt that having a cutoff date was important.

291  
292 Mayor Fullmer called for further comments. Hearing none, she called for a motion to close the  
293 public hearing.

294  
295 **Motion:** COUNCILMEMBER JUDD MOVED TO CLOSE THE PUBLIC HEARING AT 6:56  
296 PM. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER,  
297 COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE  
298 MOTION CARRIED UNANIMOUSLY.

299  
300 Mayor Fullmer called for further comments or a motion.

301  
302 Councilmember Judd expressed concerns with continued parking complaints and asked what  
303 plans they had to manage it. Mr. McHargue said that City Attorney David Church had said that  
304 they did not ask people who were legally parked on the street where they lived. Mr. Church  
305 reiterated that they could not ask people, who were legally parked, where they lived. He said that  
306 they could encourage people to park on their own lots and that the only way to enforce the  
307 parking would be to have parking restrictions for everyone. Mr. Brim said that they had added

the tandem parking onsite to make it easier to park onsite. Councilmember Judd asked if they could require the onsite parking to be near the ADU. Mr. Brim replied that most of them tried to put parking as close to the ADU as possible. Mayor Fullmer felt that not all of the lots would have the ability to do that, and requiring parking to be close to the entrance would be difficult.

Councilmember Earnest said that most of the places where this was possible were not the same places where there were parking issues, so they were not as dire of a circumstance. He felt that this was the right balancing act with what they were trying to accomplish. Councilmember Judd felt that there was a potential for parking issues down the road. He said that they wanted to restrict it enough that it did not change the overall look of the community. There was a discussion about parking requirements in certain subdivisions, property rights, and providing more affordable housing. Mr. Brim explained that the new code would require a site plan designating the parking. He said that the fifth stall would add more parking on the site. Councilmember Earnest asked if they could hold the owner to using the fifth parking spot for the ADU. Mr. Brim replied no. The discussion continued.

Mr. Church felt that the city needed to identify why they felt that on-street parking was a problem because parking on a public street, where it was legal, should not be a problem. He said that the other issue he saw, was allowing ADUs but making it so restrictive that homeowners would not get permits which would cause more problems.

Mayor Fullmer asked Mr. Church for his opinion on taking out the smaller lot sizes. Mr. Church felt that some lots were too small for two families to live on. He felt that the issue with parking was the number of drivers in the home not the lot size. He said that having a minimum lot size made sense to make it look and feel like a single-family home. He felt that parking should not be the issue for ADUs. Councilmember Judd felt that it did change the single-family feel and would have unintended consequences. He also felt a 5,200 square foot lot was too small for an ADU. Mr. Church said that it was a larger restriction from what the current code allowed. Councilmember Judd stated that he liked the 6,000 square foot lot restriction.

There was a discussion about increasing the requirement to 6,000 square foot lots. Mr. Brim explained that Glen Pettit had asked the city to drop the lot restriction to 5,200 square feet, for the construction of their homes to allow ADUs. The discussion continued.

There was a discussion about the homes that currently had a building permit. Mr. Church explained that Mr. Pettit could not change his lot sizes and was already building homes with the premise that the homeowners could add an ADU if they wanted to. Mr. Brim mentioned that Mr. Pettit was already including three (3) car garages.

Mayor Fullmer read additional public comments.

Mr. Lauret suggested they change the square footage to 6,534, which was .15 acres.

Ms. Rasmussen said it would be unfortunate to reinforce a system that requires wealth to gain wealth, but the density concerns make sense in some ways.

Resident Burton Hohman asked if they could allow smaller ADUs on smaller lots. The 6,000 lot with a max size of 1,200 square feet, a 5,200 lot with a max size of 800 square feet, and a 4,000 lot with a max size of 500 square feet. Mr. Reid replied that it worked well in theory, but was hard to enforce because it was too easy to make the ADU bigger without approval. Mr. Brim felt that the more complex they made the ordinance, the harder it would be to enforce it. He did not want to make it too complex and harder for the city to administer.

Councilmember Judd said that he could see where the 5,200 made sense and stated that he would like an update from staff in six (6) months to see how it was working. Councilmember Flake agreed and noted that they were in the same place without a perfect answer. He felt that this compromise was a logical next step to check it in six (6) months.

Mayor Fullmer asked for advice from Mr. Church. Mr. Church felt that they should move forward with the motion.

Mayor Fullmer called for a motion.

**Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT ORDINANCE 2020-09 AMENDING SECTION 15.34.060 ACCESSORY DWELLING UNITS PROVISIONS WITH A CONDITION THAT CURRENT APPLICANTS WITH ACTIVE BUILDING PERMITS, AS OF JULY 22, 2020, INTENDED TO ESTABLISH AN ACCESSORY DWELLING UNIT, WILL BE GOVERNED UNDER THE ACCESSORY DWELLING UNIT CODE IN PLACE PRIOR TO THIS AMENDMENT, WILL BE GIVEN UNTIL JANUARY 21, 2021 TO SUBMIT AN ACCESSORY DWELLING UNIT PERMIT. APPLICANTS THAT HAVE NOT APPLIED FOR A BUILDING PERMIT WITH THE INTENTION TO ESTABLISH AN ACCESSORY DWELLING UNIT WILL BE REQUIRED TO FOLLOW THE PROVISIONS AS AMENDED IN ORDINANCE 2020-09. COUNCILMEMBER EARNEST SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

### 8.3 **DISCUSSION AND ACTION – Amending Resolution 2020-05 (RES 2020-12)**

City Planner Elizabeth Hart will present proposed changes to the Bicycle Commission Creation resolution. Changing the term from four years to two years, adding a secretary appointment, and minor text amendments. The mayor and City Council will act to adopt (or deny) this request by resolution.

Mayor Fullmer turned the time over to City Planner Elizabeth Hart.

Ms. Hart explained that this resolution had been approved in May and she had since been directed to change the length of terms from four (4) years to two (2) years. Other amendments to the resolution were adding a secretary appointment, changing committee to commission and making some grammatical changes.

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

**Motion:** COUNCILMEMBER JUDD MOVED ADOPT RESOLUTION 2020-12. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

### 8.4 **DISCUSSION AND ACTION – Approval North Waters Edge Clubhouse and Park Dedication Final Plat**

Flagship Homes is requesting approval of the North Waters Edge Clubhouse and Park Dedication Final Plat. The mayor and City Council will take appropriate action.

Mayor Fullmer turned the time over to City Planner Elizabeth Hart.

Ms. Hart explained that this was the dedication plat for the Penny Springs Park and that the city would be taking over the park and parking lot. The clubhouse would stay with the Homeowners Association. Ms. Hart mentioned that there would be a shared maintenance agreement for the public parking. She said that there were originally three (3) conditions in the report but was asked to remove the first one. The remaining conditions were:

1. Signature blocks are added to the plat for Woodside Homes.
2. The applicant is subject to all federal, state, and local laws.

Councilmember Judd asked what the punch list items were. Ms. Hart replied that for the Planning Department, the developer needed to plant extra trees and landscaping. There were concerns about the slide being metal, and the city wanted a coating on it so it did not get too hot. Mr. McHargue felt that there were no outstanding conflicts with the developers on the punch list. He said that there were still a handful of items that would be addressed in the next week. Councilmember Judd asked about bonding for these items. Mr. McHargue replied that because this was backed by the Redevelopment Agency they did not need to bond. Mr. Reid mentioned that they were also waiting for the Building Department corrections to be completed. Mr. Church said that this was a reimbursable item and they would not be accepting things for reimbursement until they were done right.

Mayor Fullmer called for further questions or a motion.

**Motion:** COUNCILMEMBER JUDD MOVED TO APPROVE THE NORTH WATERS EDGE CLUBHOUSE AND PARK DEDICATION FINAL PLAT WITH THE FOLLOWING TWO (2) CONDITIONS:

1. SIGNATURE BLOCKS ARE ADDED TO THE PLAT FOR WOODSIDE HOMES.
2. THE APPLICANT IS SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS.

COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

## **8.5 DISCUSSION AND ACTION – Minor Plat Amendment Application**

The mayor and City Council will consider a proposal for a minor plat application in the Westbrook subdivision. They will take appropriate action.

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

Mr. McHargue explained that the Devan and Kelcie Beck owned a lot in the Westbrook subdivision that backed to the trail and had had some drainage issues because the trail was four (4) feet above the grade. He said that staff and the developer had worked with the Becks, and the best solution was to allow them to build a retaining wall on a new property line. He said that the Becks were willing to construct the retaining wall with a fence, in exchange for the property. He said that the other option was for the city to construct the retaining wall on the current property line.

Mayor Fullmer called for questions.

Councilmember Earnest asked what the cost of the project was, compared to the cost of property. Mr. McHargue replied that the property was dedicated to the city and they could not give it to the Becks. He said that the city had to dedicate the property back to the developers, and then the developers could deed it to the Becks. The cost of the retaining wall would be more than the cost of the property. There was a discussion about the process.

**Motion:** COUNCILMEMBER JUDD MOVED TO APPROVE ITEM 8.5 AND ALLOW STAFF TO WORK WITH THE PROPERTY OWNERS FOR THE CONSTRUCTION OF AN ENGINEERED RETAINING WALL IN EXCHANGE FOR THE PROPERTY THAT HAS BEEN IDENTIFIED AND ALLOW STAFF TO WORK WITH THE DEVELOPERS TO EXCHANGE THE PROPERTY AFTER THE PROJECT IS COMPLETE. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

## **9. CLOSED SESSION**

No closed session was held.

## **10. ADJOURNMENT**

Mayor Fullmer called for a motion to adjourn the meeting.

**Motion:** COUNCILMEMBER EARNEST MOVED TO ADJOURN THE MEETING AT 7:36 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

The next regularly scheduled meeting is August 12, 2020.

MINUTES APPROVED ON: \_\_\_\_\_

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



# VINEYARD

## COMMUNITY DEVELOPMENT

**Date:** August 12, 2020  
**From:** Elizabeth Hart, Planner  
**To:** City Council  
**Item:** 6.2 Final Plat – Edgewater Phase One Amendment to Lots 2 & 6  
**Address:** 274 N thru 282 N 750 East, and 226 N thru 234 N 750 East  
**Applicant:** DLA Real Estate LLC



### INTRODUCTION:

The applicant is requesting approval for a final plat. The applicant is proposing to subdivide two (2) four (4) plex's into four (4) duplex lots. The Edgewater development is located within the RMU district, on the east side of Mill Road and south of the Mega Plex.

Staff has reviewed the final plat and is recommending approval.

### ANALYSIS:

The subject property is within the Phase 1 of the Edgewater development, recorded as lot 2 and lot 6. The RMU district has no lot size or lot width requirements within the zoning ordinance.

The proposed final plat, Edgewater Phase One Amendment Lots 2 & 6, splits lot 2 and lot 6 into four duplexes.

### FINDINGS:

With the proposed conditions, the proposed final plat meets the standards and requirements set forth in the zoning ordinance.

**RECOMMENDATION:**

Staff recommends the City Council grant approval of the Edgewater Phase One Amendment to Lots 2 & 6 final plat subject to the listed conditions:

1. The applicant makes any redline corrections prior to the recording of the plat.
2. The applicant pays any outstanding fees.
3. The applicant is subject to all local, state and federal laws.

**PROPOSED MOTION:**

"I move to approve the Edgewater final plat with the proposed conditions."

**Attachments:**

Final Plat Application

Final Plat



# FINAL SUBDIVISION APPLICATION

APPLICATION FEE: \$1,940.00 +\$6.20 per lot

APPLICATION DATE: 7/28/20

APPLICANT(S): DLA REAL ESTATE LLC

ADDRESS OF APPLICANT: 1493 S. 1020 E.

OREM UT 84097

BUSINESS PHONE #: SAME

CELL PHONE #: 801-362-6386

EMAIL ADDRESS: JDAVE@DLA.COM

FAX NUMBER: \_\_\_\_\_

CURRENT ZONING DISTRICT DESIGNATION: \_\_\_\_\_

NUMBER OF PROPOSED NEW LOTS: 2

LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: \_\_\_\_\_

TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: \_\_\_\_\_

NAME OF PROPERTY OWNER(S): DLA REAL ESTATE LLC

(VY 234 A SOWI OF DLA REAL ESTATE LLC, VY 282 A SOWI OF DLA REAL ESTATE LLC)

SIGNATURE OF APPLICANT(S):

Applicant Signature

7/28/20

Date

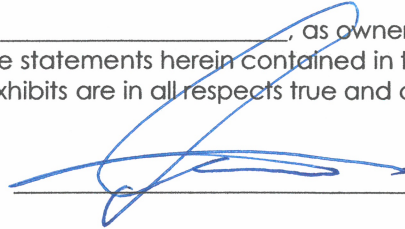
Applicant Signature

Date

**PROPERTY OWNER AFFIDAVIT**

STATE OF UTAH        }  
                              }ss  
COUNTY OF UTAH}

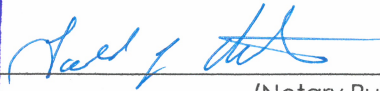
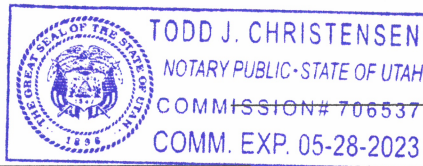
I, the undersigned, DAVID ALLEO, as owner(s) of the property identified in the attached application, depose that the statements herein contained in this application and the information provided in the attached plans and exhibits are in all respects true and correct to the best of my knowledge.



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

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

Subscribed and sworn before me, DAVID ALLEO, a Notary Public, on this 28  
day of July, 2020.



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

My commission expires: 5/28/2023

**AGENT AUTHORIZATION AFFIDAVIT**

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

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

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

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

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

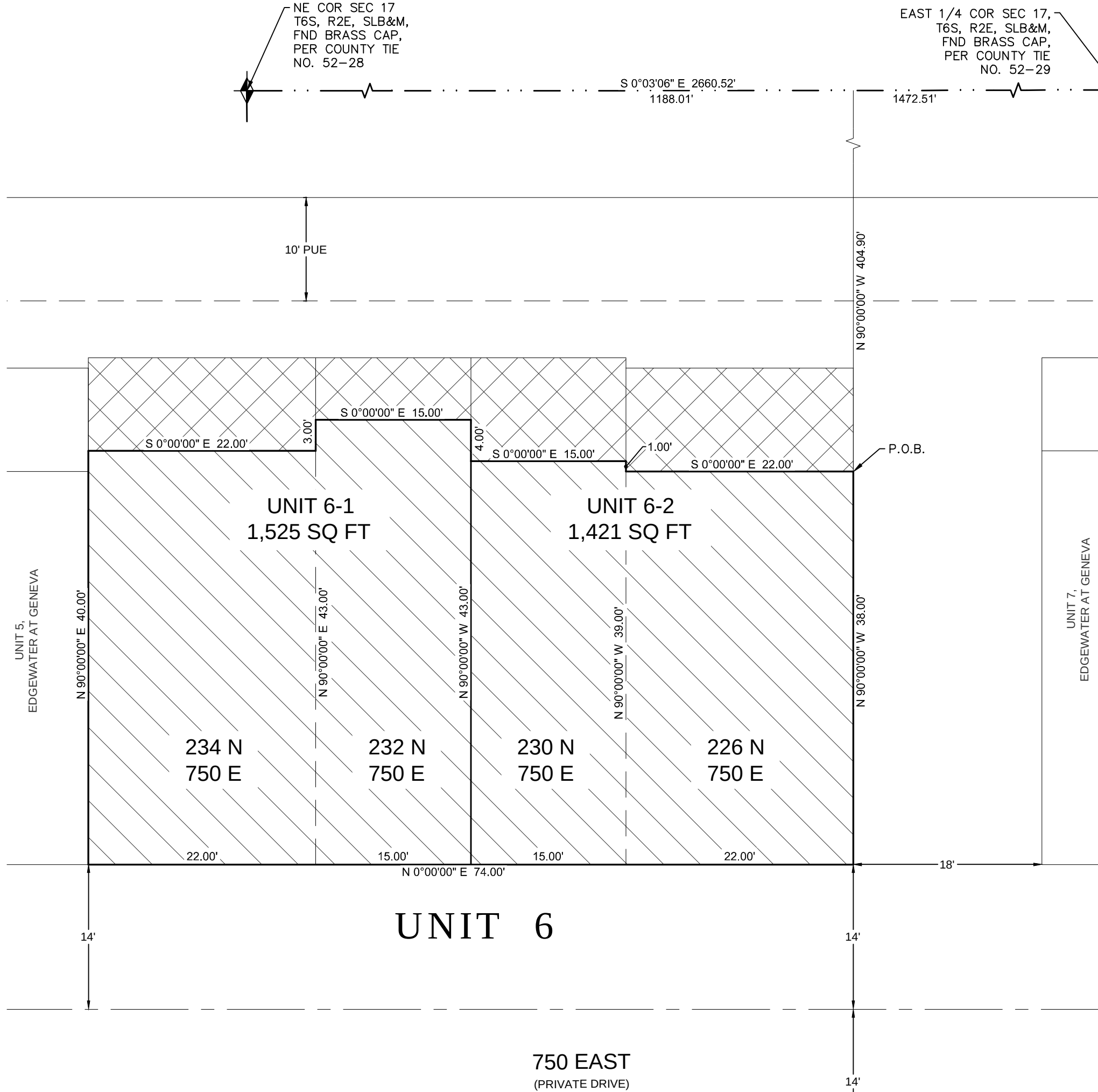
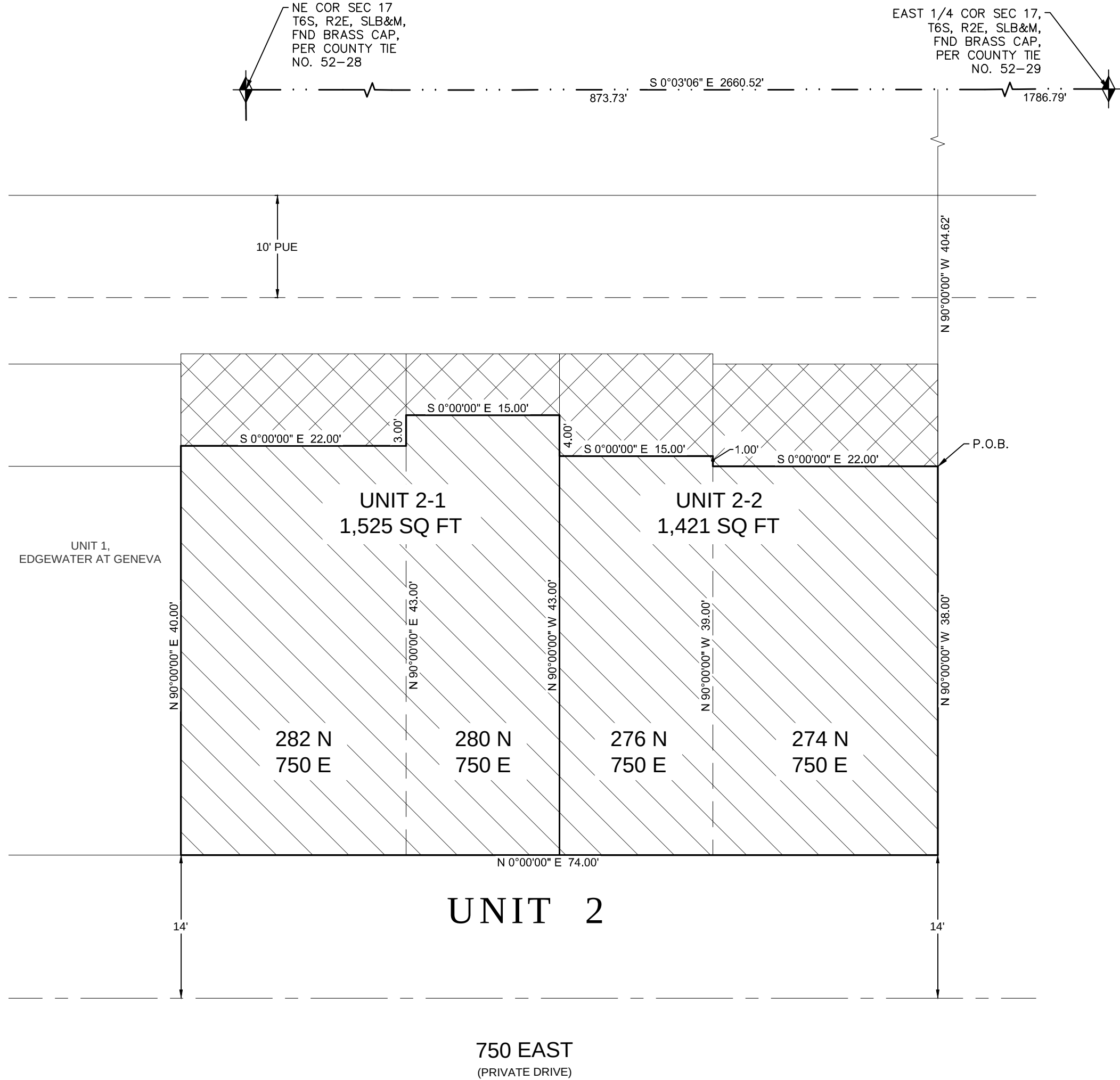
My commission expires: \_\_\_\_\_

EDGEWATER AT GENEVA  
PHASE ONE, EDGEWATER COURT SIDE

A PLANNED UNIT DEVELOPMENT  
AMENDMENT TO LOTS 2 & 6

LOCATED IN  
NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST,  
SALT LAKE BASE AND MERIDIAN

PREPARED FOR:  
DAVE ALLRED



LEGEND

- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON THE PLAT).
- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED BUSH & GUDGELL, UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- SPECIFICS FOUND SURVEY CONTROL MONUMENT (CLASS II, REBAR & ALUM. CAP).
- EXISTING FENCE
- EXISTING EDGE OF DIRT ROAD
- EXISTING POWER LINE
- PRIVATE OWNERSHIP
- LIMITED COMMON AREA

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)(I) 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 AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
  - A RECORDED 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

QUESTAR GAS COMPANY

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR 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 QUESTAR'S RIGHT-OF-WAY DEPARTMENTS AT 800-366-6532.

ACCEPTANCE BY LEGISLATIVE BODY

VINEYARD PLANNING COMMISSION CHAIR

VINEYARD ATTORNEY

DATE

DATE

VINEYARD ENGINEER

CITY MANAGER

DATE

DATE

CLERK / RECORDER

DATE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO FOURTEEN (14) LOTS, 3 PARCELS AND STREETS TO BE HEREAFTER KNOWN AS THE SUMMIT POINT AMENDED PLAT "B", AND DO HEREBY DEDICATED FOR PERPETUAL USE ALL STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON AS INTENDED FOR PUBLIC USE

IN WITNESS WHEREOF \_\_\_\_\_ HAVE HEREUNTO SET \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

BY: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } S.S.  
COUNTY OF \_\_\_\_\_  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, \_\_\_\_\_ WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE \_\_\_\_\_ OF \_\_\_\_\_, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN BEHALF OF SAID \_\_\_\_\_ BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF SAID COMPANY, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

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

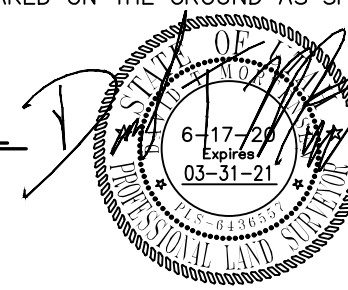
NOTARY PUBLIC  
RESIDES IN: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I, DAVID T. MORTENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6436557 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS THE SUMMIT POINT AMENDED, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: 7-27-2020

CIVIL SCIENCE, INC.



DAVID T. MORTENSEN  
REGISTERED LAND SURVEYOR  
UTAH LICENSE NUMBER 6436557

BOUNDARY DESCRIPTION

LOTS 2 AND 6, EDGEWATER AT GENEVA PHASE ONE, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN OFFICE OF THE COUNTY RECORDER, UTAH COUNTY, STATE OF UTAH; BEING A PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; LOCATED IN THE CITY OF VINEYARD, COUNTY OF UTAH, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2

BEGINNING AT A POINT THAT IS S 0°03'06" E 873.73 FEET, AND N 90°00'00" W 404.62 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE N 90°00'00" W 38.00 FEET; THENCE N 0°00'00" E 74.00 FEET; THENCE N 90°00'00" E 40.00 FEET; THENCE S 0°00'00" E 22.00 FEET; THENCE N 90°00'00" E 3.00 FEET; THENCE S 0°00'00" E 15.00 FEET; THENCE N 90°00'00" W 4.00 FEET; THENCE S 0°00'00" E 15.00 FEET; THENCE N 90°00'00" W 1.00 FEET; THENCE S 0°00'00" E 22.00 FEET, TO THE POINT OF BEGINNING.  
CONTAINS 2,946 SQ FT

LOT 6

BEGINNING AT A POINT THAT IS S 0°03'06" E 1188.01 FEET, AND N 90°00'00" W 404.90 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE N 90°00'00" W 38.00 FEET; THENCE N 0°00'00" E 74.00 FEET; THENCE N 90°00'00" E 40.00 FEET; THENCE S 0°00'00" E 22.00 FEET; THENCE N 90°00'00" E 3.00 FEET; THENCE S 0°00'00" E 15.00 FEET; THENCE N 90°00'00" W 4.00 FEET; THENCE S 0°00'00" E 15.00 FEET; THENCE N 90°00'00" W 1.00 FEET; THENCE S 0°00'00" E 22.00 FEET, TO THE POINT OF BEGINNING.  
CONTAINS 2,946 SQ FT

NOTES

- NO ATTEMPT HAS BEEN MADE AS A PART OF THIS PRELIMINARY PLAT TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES OR OTHER.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- ALL COURSES SHOWN IN PARENTHESES ARE RECORD INFORMATION TAKEN FROM DEED DESCRIPTION OR OFFICIAL MAPS OR PLATS OF RECORD. ALL OTHER COURSES ARE THE RESULT OF ACTUAL FIELD MEASUREMENTS.
- ALL CURVES ARE TANGENT CURVES UNLESS OTHERWISE STATED. IF NEEDED A CENTER BEARING WILL BE SHOWN.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO AMEND UNIT 2 AND UNIT 6 FROM A FOURPLEX TO A TWOPLEX. THE SURVEY WAS PERFORMED AT THE REQUEST OF OUR CLIENT. THE BASIS OF BEARING FOR THIS SURVEY IS S 0°03'06" E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; BETWEEN TWO SECTIONAL MONUMENTS, TYPE AND LOCATIONS OF WHICH ARE SHOWN ON THIS PLAT.

THE FOLLOWING DOCUMENTS OF RECORD WERE REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY. THERE MAY BE OTHER DOCUMENTS EITHER PRIVATE OR OF RECORD THAT WOULD AFFECT THIS SURVEY. ANY NEW EVIDENCE CONTRADICTORY TO THIS SURVEY SHOULD BE PRESENTED TO CIVIL SCIENCE FOR REVIEW AND CONSIDERATION.

R1. EDGEWATER AT GENEVA PHASE ONE, EDGEWATER COURT SIDE, MAP FILING NUMBER 14093, RECORDED DECEMBER 13, 2013.

EASEMENT NOTES

- COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS, EXCEPT THOSE BASED ON RACE, COLOR, CREED OR NATIONAL ORIGIN, CONTAINED IN INSTRUMENT DATED NOVEMBER 20, 2009, AND RECORDED NOVEMBER 24, 2009, AS ENTRY NO. 121704:2009, OF OFFICIAL RECORD. (BLANKET IN NATURE)
- COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS, EXCEPT THOSE BASED ON RACE, COLOR, CREED OR NATIONAL ORIGIN, CONTAINED IN INSTRUMENT DATED MAY 7, 2014, AND RECORDED MAY 15, 2014, AS ENTRY NO. 52829:2014, OF OFFICIAL RECORD. AMENDMENT TO SAID COVENANTS DATED AUGUST 6, 2014, AND RECORDED AUGUST 8, 2014, AS ENTRY NO. 55492:2014, OF OFFICIAL RECORDS. AMENDMENT TO SAID COVENANTS DATED JANUARY 21, 2016, AND RECORDED FEBRUARY 2, 2016, AS ENTRY NO. 8618:2016, OF OFFICIAL RECORDS. PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS, DATED JANUARY 21, 2016, AND RECORDED FEBRUARY 2, 2016, AS ENTRY NO. 8618:2016, OF OFFICIAL RECORDS. (BLANKET IN NATURE)
- EASEMENT AND CONDITIONS CONTAINED THEREIN WITH J.O. STONE, GRANTOR AND THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., GRANTEE FOR THE PURPOSE OF THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ITS LINES OF TELEPHONE AND TELEGRAPH, INCLUDING THE NECESSARY POLES, WIRE AND FIXTURES OVER, UPON AND ALONG THE PUBLIC ROADS, STREETS AND HIGHWAYS ON OR ADJOINING THE PROPERTY, DATED OCTOBER 8, 1918, AND RECORDED JANUARY 2, 1919, AS ENTRY NO. 47, IN BOOK 180, AT PAGE 551.
- EASEMENT AND CONDITIONS CONTAINED THEREIN WITH ANDERSON GENEVA, LLC AND ICE CASTLE RETIREMENT FUND LLC, GRANTOR AND VINEYARD TOWN, A UTAH MUNICIPAL CORPORATION, GRANTEE FOR THE PURPOSE OF PERMANENT EASEMENT, DATED JUNE 12, 2012, AND RECORDED AUGUST 2, 2012, AS ENTRY NO. 64402:2012. (COMMON AREA ONLY)
- EASEMENT AND CONDITIONS CONTAINED THEREIN WITH ANDERSON GENEVA, LLC, GRANTOR AND PACIFICORP., AN OREGON CORPORATION, D/B/A ROCKY MOUNTAIN POWER ITS SUCCESSORS AND ASSIGNS, GRANTEE FOR THE PURPOSE OF UNDERGROUND RIGHT OF WAY EASEMENT, DATED JULY 23, 2013, AND RECORDED JULY 25, 2013, AS ENTRY NO. 71159:2013. (COMMON AREA ONLY)

EDGEWATER AT GENEVA

A PLANNED UNIT DEVELOPMENT, AMENDMENT TO LOTS 2 & 6

LOCATED IN  
NORTHEAST 1/4 OF SECTION 17,  
TOWNSHIP 6 SOUTH, RANGE 2  
EAST, SALT LAKE BASE AND  
MERIDIAN

PREPARED FOR:

DAVE ALLRED

SHEET 1 OF 1

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY ENGINEERS SEAL CLERK-RECORDER SEAL



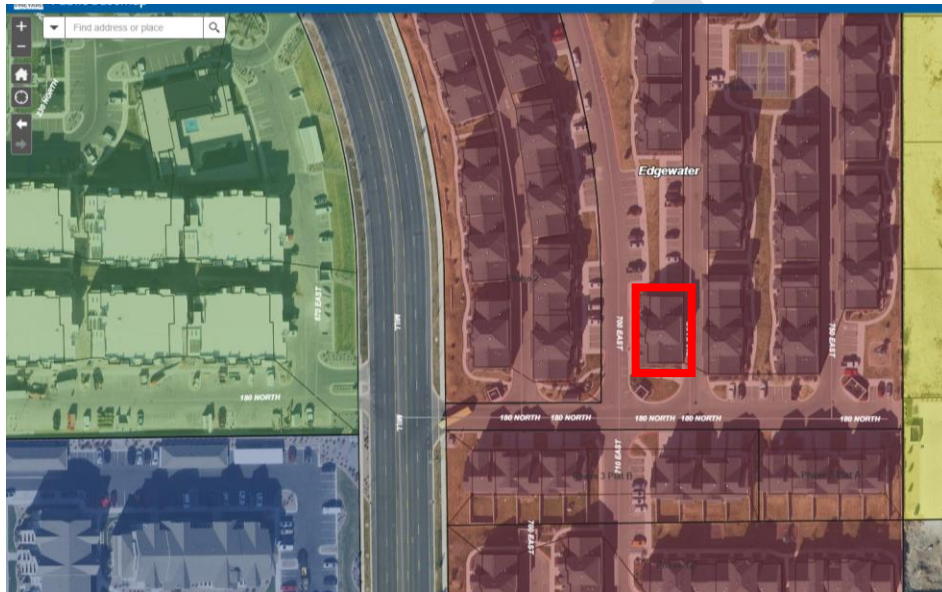
DATE: 7-27-2020  
FILE: 20050.27  
3160 WEST CLUBHOUSE DRIVE  
LEHI, UT 84043  
801.768.7200  
SHEET 1 OF 1



# VINEYARD

## COMMUNITY DEVELOPMENT

**Date:** August 12, 2020  
**From:** Elizabeth Hart, Planner  
**To:** City Council  
**Item:** 6.3 Final Plat – Edgewater Phase One Amendment to Lots 28  
**Address:** 193 N 725 East  
**Applicant:** Taylor Hendricks



### INTRODUCTION:

The applicant is requesting approval for a final plat. The applicant is proposing to subdivide a four (4) plex's into four (4) individual lots. The Edgewater development is located within the RMU district, on the east side of Mill Road and south of the Mega Plex.

Staff has reviewed the final plat and is recommending approval.

### ANALYSIS:

The subject property is within the Phase 1 of the Edgewater development, recorded as lot 28. The RMU district has no lot size or lot width requirements within the zoning ordinance.

The proposed final plat, Edgewater Phase One Amendment Lot 28, splits lot 28 into four (4) individual lots.

### FINDINGS:

With the proposed conditions, the proposed final plat meets the standards and requirements set forth in the zoning ordinance.

### RECOMMENDATION:

Staff recommends the City Council grant approval of the Edgewater Phase One Amendment to Lot 28 final plat subject to the listed conditions:

1. The applicant makes any redline corrections prior to the recording of the plat.
2. The applicant pays any outstanding fees.
3. The applicant is subject to all local, state and federal laws.

**PROPOSED MOTION:**

"I move to approve the Edgewater final plat with the proposed conditions."

**Attachments:**

Final Plat Application

Final Plat



# FINAL SUBDIVISION APPLICATION

APPLICATION FEE: \$1,940.00 + \$6.20 per lot

APPLICATION DATE: 6/16/2020

APPLICANT(S): Taylor Hendricks & Erin Hendricks

ADDRESS OF APPLICANT: 724 E 380 N, Vineyard, UT 84059

BUSINESS PHONE #: \_\_\_\_\_ CELL PHONE #: 801 615 0254

EMAIL ADDRESS: taylrmh13@gmail.com FAX NUMBER: \_\_\_\_\_

CURRENT ZONING DISTRICT DESIGNATION: RMU

NUMBER OF PROPOSED NEW LOTS: 4

LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: 193 N 725 E

TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: .09 Acres

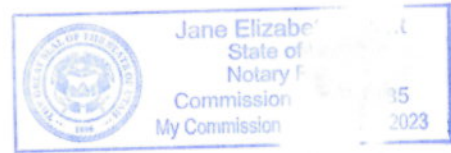
NAME OF PROPERTY OWNER(S): Taylor Hendricks & Erin Hendricks

SIGNATURE OF APPLICANT(S):

[Signature] / 6/16/20  
Applicant Signature Date

[Signature] / 6/16/20  
Applicant Signature Date

**PROPERTY OWNER AFFIDAVIT**



STATE OF UTAH }  
                              }ss  
COUNTY OF UTAH}

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



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

Subscribed and sworn before me, Jane E. Follett, a Notary Public, on this 9<sup>th</sup> day of July, 2020.

My commission expires: 9/12/2023  
Jane E. Follett  
(Notary Public)

**AGENT AUTHORIZATION AFFIDAVIT**

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

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

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

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

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

### **FINAL SUBDIVISION APPLICATION REQUIREMENTS:**

1. **Application Form.** A Final Subdivision Application form completed and signed by the owner(s) of the Subject Property, as identified on the property assessment rolls of Utah County, or authorized agent of the owner(s), of the lands proposed to be subdivided. If the Application form is signed by an agent of the owner(s), the Application form shall be accompanied by an affidavit identifying the agent as being duly authorized to represent the owner(s) in all matters related to the Final Subdivision Application. All persons with a fee interest in the Subject Property shall be required to join in and sign the Final Subdivision Application.
2. **Final Subdivision Application Fees.** The Final Subdivision Application shall include the payment of all Preliminary Subdivision Application fees, as established by the Council, and required by Section 303 herein.
3. **Legal Description.** A complete and accurate legal description of the entire Subject Property proposed to be subdivided.
4. **Final Subdivision Plat.** A Final Subdivision Plat shall be prepared by a licensed land surveyor or engineer, as required by the Act, and drawn at a scale of not less than one-inch equals one hundred feet (1" = 100'), or as recommended by the Engineer. The Final Subdivision Plat shall be prepared in pen and all sheets shall be numbered. The following shall be included and accompany the Final Subdivision Application form:

\_\_\_\_\_ **A digital copy of the Final Plat.** Thumb Drive or emailed PDF format is preferred. Other methods may be considered if necessary.

The Final Subdivision Plat shall show the following:

- a. A vicinity map, at a minimum scale of one inch equals one thousand feet (1" = 1000'), clearly identifying the boundaries of the entire Subject Property, accesses, adjoining subdivision outlines and names, as applicable, and other relevant information within one-half (½) mile of the boundary of the Subject Property. The location of the Subject Property with respect to surrounding property and roads, and the names of all adjoining property owners of record shall be shown.
- b. A map of the boundary of the Subject Property, accurate in scale, dimension and bearing, and giving the location of and ties to the nearest survey monument. The map shall have an error of closure of not greater than 1:3,000. Survey tie to the State grid or other permanent marker established by the Utah County surveyor is required, if practical.
- c. Located at the top-center and lower right-hand corner of the Preliminary Plat, the proposed name of the subdivision that is distinct from any other plat already recorded in the Utah County Recorder's Office. The basis of bearings used, graphic and written scale, true north point, township, range, section, quarter section, block, lot number, and total area of the Subject Property shall be shown.
- d. Proposed lot and street layout. All existing and proposed street names shall be shown.

- e. The lot or unit reference, block or building reference, street or site address, the street name or coordinate address, boundaries, course, dimensions, acreage or square footage for all parcels, units or lots, and length and width of the blocks and lots proposed to be created. All parcels, units, lots, or blocks created shall be numbered consecutively.
- f. The boundaries, course, and dimensions of all of the parcels of ground divided by their boundaries, course, and extent. This is whether the owner proposes that any parcel of ground is intended to be used as a street or for any other public use, and whether any such area is reserved or proposed for dedication for a public purpose.
- g. The location of any common space or open space areas, including the location of all property proposed to be set aside for public or private reservation, with the designation of the purpose of such set asides and conditions, if any, of the dedication or reservation.
- h. All existing and proposed right-of-way and easement grants of record for underground utility facilities, as defined by Section 54-8a-2 of the Code, and for all other utility facilities within the proposed rights-of-way.
- i. Each proposed lot shall identify required setback lines identifying the required front, side, and rear yard areas, as required by the Zoning District in which the Subject Property is located.
- j. A title block placed on the lower right-hand corner of the Plat showing:
  - (i) Proposed name or designation of the subdivision that is distinct from any other plat already recorded in the Office of the Utah County Recorder;
  - (ii) Name and address of the owner of record and the name, address and license number of the licensed surveyor or engineer responsible for preparing the Preliminary Plat;
  - (iii) Date of preparation of the Preliminary Plat, and all revision dates, as applicable; and
  - (iv) Signature blocks for the dated signatures of the Planning Commission Chair, City Manager, and Town Engineer.

5. **Required Subject Property Information.** The following information is required and shall be provided on separate sheets at the same scale as the Final Subdivision Plat:

- a. The identification of known natural features including, but not limited to, jurisdictional wetlands as identified by the United States Army Corps of Engineers, flood plains and flood channels as identified by a Federal or State Agency, all water courses, areas where ground water is located within three (3) feet of the ground surface, water bodies, marshy or swampy areas, drainage ways, and any other natural features as required by the City Planner or City Engineer for the Subject Property, including the total area of each.

- b. All trees over six (6) inches in diameter, measured four (4) feet above the ground. In cases of heavily wooded areas, indication of the outline of wooded area and location of trees which are to remain.
- c. Existing site contours, at intervals of no greater than two (2) feet, overlaid with the proposed subdivision layout. Elevations shall be based on national Geodetic Survey sea level data. In cases of predominately-level topography, one (1) foot interval contours may be required.
- d. The location of any known man-made features on, or contiguous to the Subject Property, including existing platted lots, all utility easements, railroads, power lines and power poles, telephone and other telecommunication lines and facilities, bridges, culverts, drainage channels, road rights-of-way and easements, field drains, and well or spring protection areas. Indicate which features will remain and which will be removed.
- e. The location and dimensions of all existing buildings, fence lines and property lines, overlaid with the proposed subdivision layout.
- f. The layout of existing power lines, including the source and connection to the existing power supply.
- g. All existing and proposed roadway locations and dimensions, with cross sections and profiles of all new streets and roads proposed to be dedicated to the Town. This shall show the grades of all proposed streets and roads, including direction of slope and all proposed cuts and fills exceeding three (3) feet. The proposed radius of all centerline curves shall be shown.
- h. The location and size of existing and proposed culinary water and sanitary sewer lines, the location of all wells and springs, if any, and the location of all secondary water locations as required by the Town Engineer. As applicable, this shall be overlaid with the proposed subdivision layout plan. Indicate the direction of slope for all gravity pipelines.
- i. Proposed storm drainage and flood control systems, including proposed pipe sizes, inlets, detention areas, and drainage arrows.
- j. The location of all existing and proposed curb, gutter and sidewalk within and adjacent to the proposed development, with an indication of grades and flow arrows showing direction of storm water surface flows.
- k. Existing land drain locations and proposed new land drainage system, including proposed pipe sizes, inlets, outlets, and drainage arrows.
- l. The location of all existing and proposed fire hydrants, including the sizes of all existing and proposed water lines serving all fire hydrants.
- m. The location of all existing and proposed streetlights. A photometric plan and power plan must be provided.
- n. The location of all existing and proposed street trees and other landscape plantings.

6. **Geotechnical Report.** A report providing geologic maps, soil type maps, and tables of soil type interpretations based on the national Cooperative Soils Survey, United States Department of Agriculture, and Soil Conservation Service. Other investigation reports regarding the suitability of the Subject Property for the proposed subdivision shall be provided. The location and height of all subsurface ground water areas shall be shown.
7. **Final Grading and Drainage Plan.** For all Subject Property of one (1) acre or larger, a preliminary grading plan shall be provided and indicated by solid-line contours using two (2) foot intervals, and imposed on dashed-line contours also using two (2) foot intervals, of the existing topography for the entire Subject Property. For Subject Properties that have predominately-level topography, one (1) foot contour intervals may be required by the Town Engineer.
8. **Final Erosion Control Plan.** When required by the City Engineer, a Final Erosion Control Plan shall be provided and included with the Preliminary Subdivision Application.
9. **Final Easement Plan.** A Final Easement plan, identifying the location, size, and use of all existing and proposed easements. If there are cross-access easements between multiple project properties, it is the obligation of the applicant to facilitate cross-access easement agreements between the affected parties.
10. **Title Report.** A Title Report for the Subject Property, provided by a Title Company and no older than thirty (30) calendar days from the date of the filing of the Final Subdivision Application.
11. **Tax Clearance.** A tax clearance from the Utah County Treasurer shall be provided as part of the Preliminary Subdivision Application.
12. **Evidence of Availability of Necessary Services.** The following information is required to be presented and is necessary to establish the availability of required services to the Subject Property.
  - a. **Culinary Water Requirements.** As required and provided by the Act, the Vineyard City Engineer is hereby designated as the Culinary Water Authority for the City. It shall be the responsibility of the Applicant to provide all information and materials, as required by the City Engineer, necessary to review and provide a written approval of the feasibility of the proposed culinary water system and culinary water sources.
  - b. **Sanitary Sewer Requirements.** As required and provided by the Act, the Vineyard City Engineer is hereby designated as the Sanitary Sewer Authority for the City. It shall be the responsibility of the Applicant to provide information and materials, as required by the City Engineer, necessary to review and provide a written approval of the feasibility of the proposed sanitary sewer system.
  - c. **Subdivision Roads and Streets.** The Preliminary Subdivision Application shall identify the proposed road and street layout. Proposed subdivision streets shall make provision for the continuation of existing streets. All subdivision streets shall be designed as required by the Vineyard City Development Standards and Design Specifications. If the proposed subdivision will be accessed directly from a State Highway, an appropriate access permit

approval, as required by the State of Utah Department of Transportation, shall be provided with the application materials. If the subdivision will be accessed directly from a County Road, authorization from Utah County to allow subdivision access from a County Road shall be provided with the application materials. It shall be the responsibility of the Applicant to provide information and materials, as required by the City Engineer, necessary to review, and to provide a written recommendation of the proposed road and street system.

- d. Storm Drainage and Flood Control Facilities. The Final Subdivision Application shall identify the storm drainage and flood control system. The proposed subdivision storm drainage and flood control system shall make provision for the continuation of existing facilities. All subdivision storm drainage and flood control system facilities shall be designed as required by the Vineyard City Development Standards and Design Specifications. It shall be the responsibility of the Applicant to provide information and materials, as required by the City Engineer, necessary to review, and to provide a written recommendation of the proposed storm drainage and flood control system.
- e. Fire Protection, Suppression, and Access Facilities. The Final Subdivision Application shall identify the proposed fire protection, fire suppression, and fire access facilities and shall make provisions for the continuation of existing facilities, as required by the Planning Commission and Council. All subdivision fire protection, fire suppression, and fire access facilities shall be designed as required by the Vineyard City Development Standards and Design Specifications. The Vineyard City Fire Marshall is hereby designated as the Fire Protection Authority, and shall review all proposed fire protection, fire suppression, and fire access facilities. It shall be the responsibility of the Applicant to provide information and materials, as required by the City Fire Marshall, necessary to review, and to provide a written approval of the feasibility of the proposed fire protection, suppression, and access facilities.

## FINAL SUBDIVISION APPLICATION REVIEW PROCEDURES

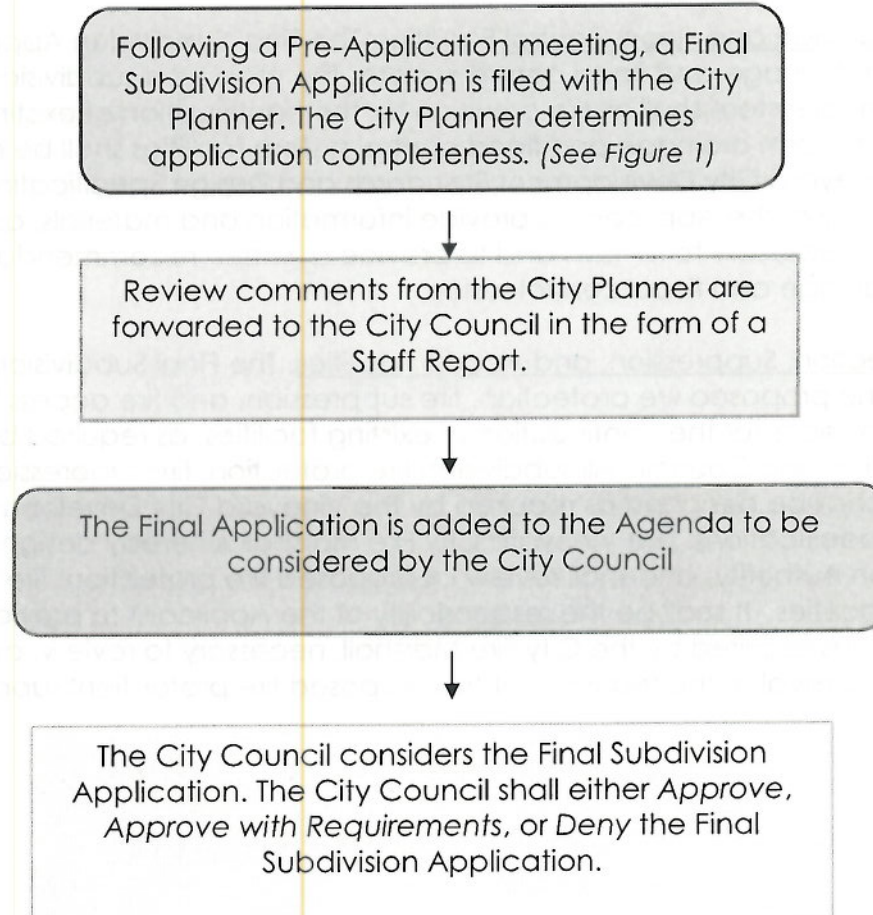
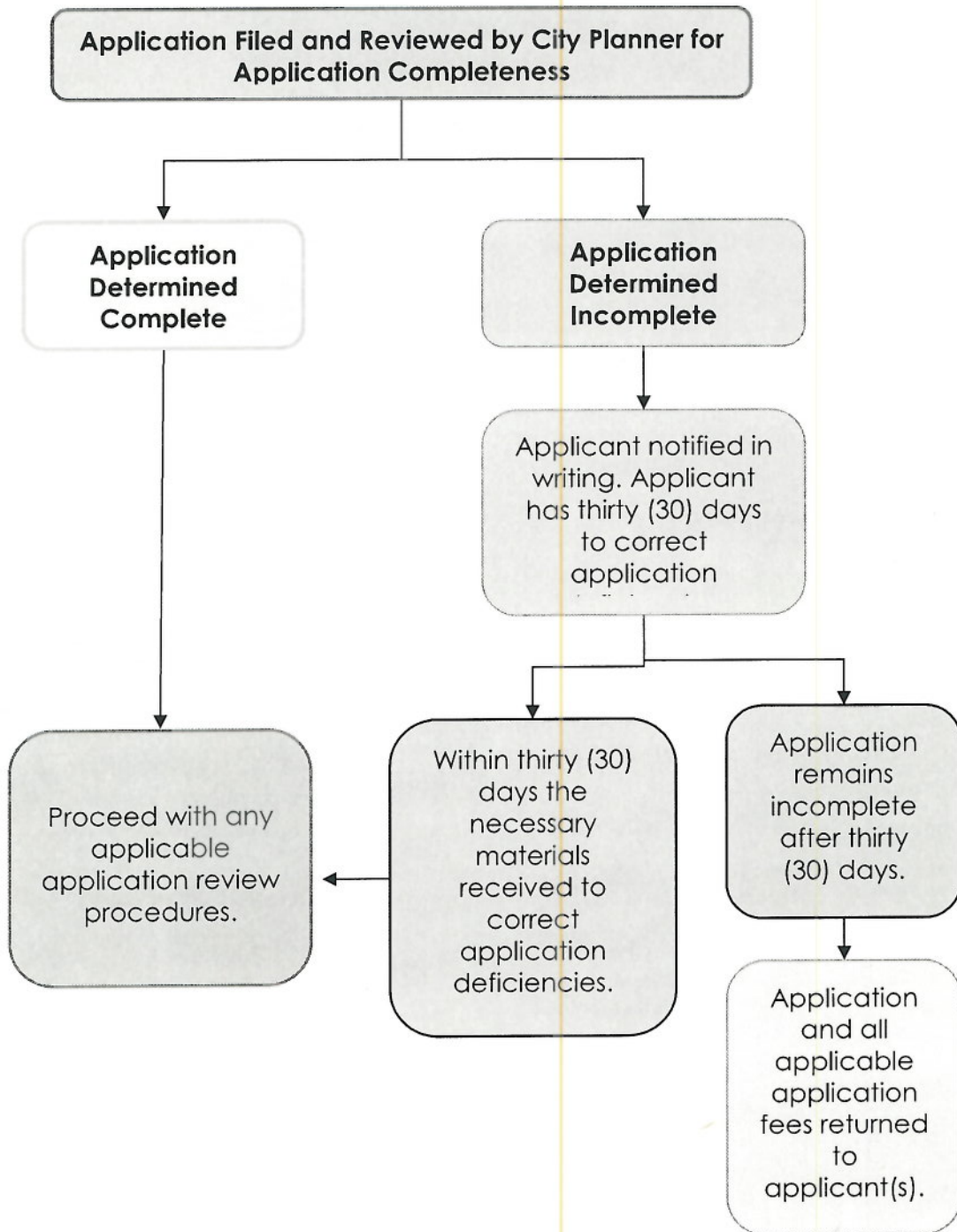


**FIGURE 1**  
**DETERMINATION OF APPLICATION COMPLETENESS PROCEDURES**



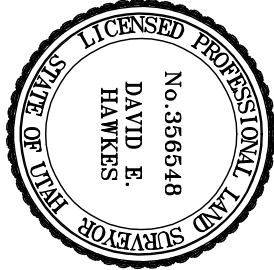


EDGEWATER AT GENEVA PHASE ONE- LOT 28 AMENDED

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN.

NORTHEAST CORNER SECTION 17, T6S, R2E, SLBM  
FOUND BRASS CAP MONUMENT

8-9  
17-16



EDGEWATER AT GENEVA PHASE ONE  
LOT 28 AMENDED

**Surveyor's Certificate:**  
I, David B. Hawkes do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 356648 as prescribed under laws of the State of Utah. I further certify that by authority if the owners, I have made a survey of the tract of land shown on this plot and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as:

SURVEYED DESCRIPTION:

A parcel of land, lying and situate in the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian comprising 0.09 acres and being Lot 28 of the Edgewater at Geneva Phase One recorded December 13, 2013, as Entry #153553-2013 official records of Utah County. The basis of bearing of this description is South 00°03'06" East, 2660.50 feet measured between the brass caps monumentizing the Northeast Corner of Section 17 and the East Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian. Lot 28 being more particularly described as follows:  
Beginning at a point being South 00°03'06" East 1339.42' coincident with the East line of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian and WEST 620.96' from the Northeast corner of said Section 17 and running:  
THENCE South 0°03'51" East 76.39 feet;  
THENCE South 89°56'09" West 51.19 feet;  
THENCE North 0°03'51" West 16.42 feet;  
THENCE South 89°56'09" West 0.99 feet;  
THENCE North 0°03'51" West 43.58 feet;  
THENCE North 89°56'09" East 2.83 feet;  
THENCE North 0°03'51" West 16.39 feet;  
THENCE North 89°56'09" East 49.35 feet more or less to the point of beginning.  
The above described parcel contains 0.09 acres or 3,923 square feet more or less.

OWNER'S DEDICATION:

Know all men by these presents that we, the undersigned owner of the above described tract of land, having caused same to be subdivided into lots to be hereafter known as

EDGEWATER AT GENEVA PHASE ONE  
LOT 28 AMENDED

do hereby dedicate for perpetual use of the public all parcels of land shown on this plot as intended for public use.  
In witness whereof \_\_\_\_\_ have hereunto set \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

TAYLER HENDRICKS

ERIN HENDRICKS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH }  
COUNTY OF UTAH } s.s.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020 personally appeared before me, the undersigned notary public in and for the County of Utah in said State of Utah. The signers of the above Owner's Dedication two (2) in number, who duly acknowledged to me that \_\_\_\_\_ signed it freely and voluntarily and for the use and purpose therein mentioned

\_\_\_\_\_  
Notary Public  
Residing \_\_\_\_\_

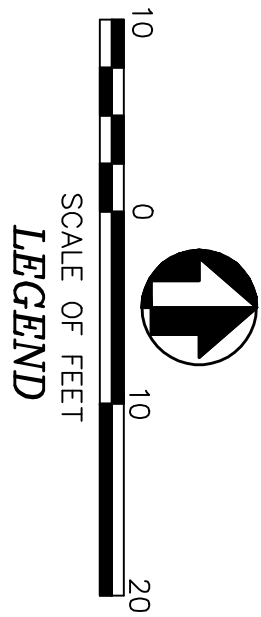
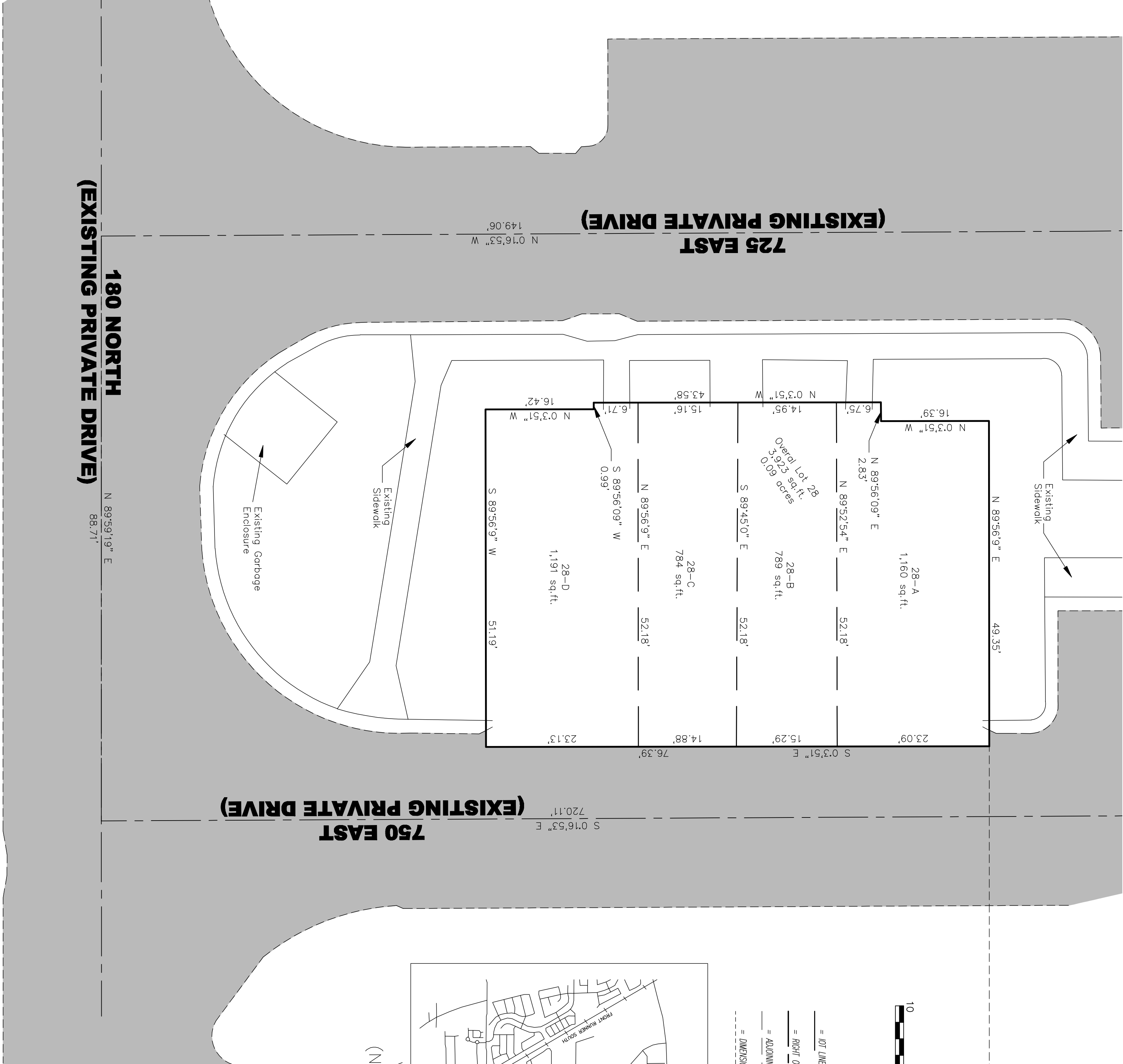
MY COMMISSION EXPIRES \_\_\_\_\_

EAST QUARTER CORNER SECTION 17, T6S, R2E, SLBM  
FOUND BRASS CAP MONUMENT IN VAULT

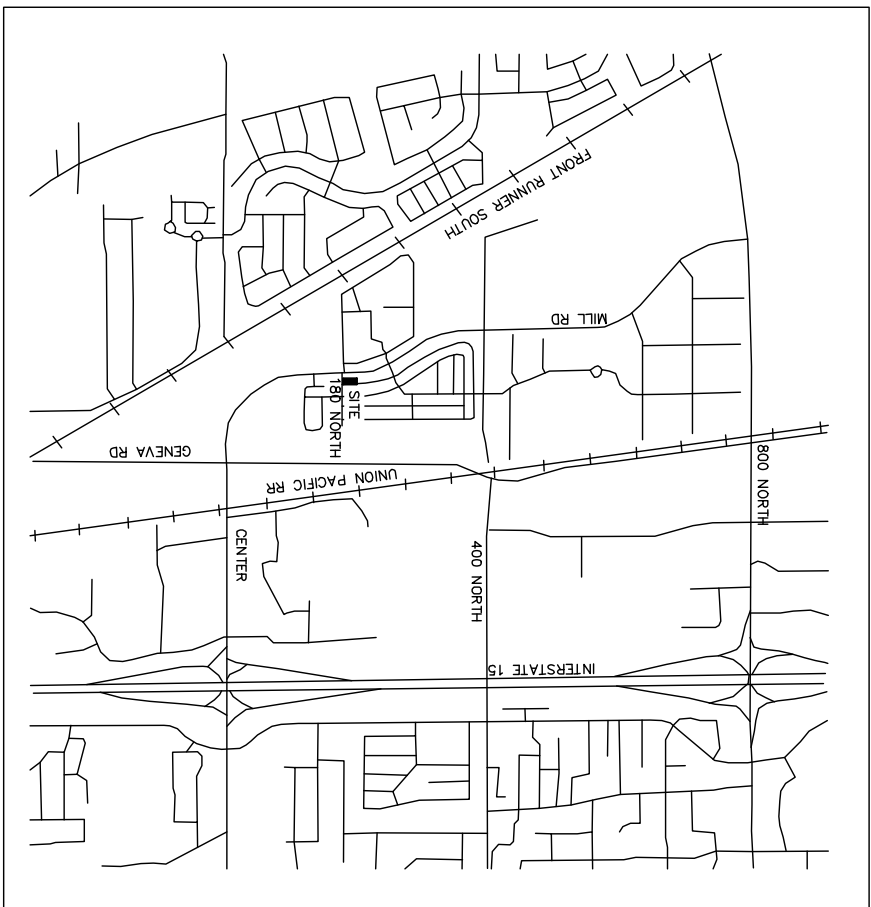
17-16  
17-16

EDGEWATER AT GENEVA PHASE ONE  
LOT 28 AMENDED  
AN AMENDMENT OF LOT 28, EDGEWATER AT GENEVA  
PHASE 1 - A PLANNED UNIT DEVELOPMENT  
UTAH COUNTY, UTAH

A Subdivision located in the Northeast Quarter of Section 17,  
Township 6 South, Range 2 East, Salt Lake Base and Meridian.



LEGEND  
= LOT LINE  
= RIGHT OF WAY LINES  
= ADJACENT PARCELS FEED LINES  
= DIMENSION LINES



**Boundary Consultants**  
Professional Land Surveyors  
5564 W 2425 S, HOOPER, UTAH 84315  
801-792-1569 801-690-7158 FAX

CITY ENGINEER  
APPROVED AS TO FORM  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2020  
APPROVED  
CITY OF VINEYARD ENGINEER

FIRE MARSHALL  
APPROVED AS TO FORM  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2020  
APPROVED  
CITY OF VINEYARD FIRE MARSHALL

CITY ATTORNEY  
APPROVED AS TO FORM  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2020  
APPROVED  
CITY OF VINEYARD ATTORNEY

PLANNING COMMISSION CHAIR  
APPROVED AS TO FORM  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2020  
APPROVED  
CITY OF VINEYARD  
PLANNING COMMISSION CHAIR

CITY MANAGER  
APPROVED AS TO FORM  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2020  
APPROVED  
CITY OF VINEYARD MANAGER

RECORDED # \_\_\_\_\_  
STATE OF UTAH, COUNTY OF UTAH, RECORDED AND FILED AT THE  
REQUEST OF \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_  
DATE \_\_\_\_\_  
PAGE \_\_\_\_\_ FEE \$ \_\_\_\_\_ UTAH COUNTY RECORDER



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** August 12, 2020

**Agenda Item:** 8.1 Shared Use Maintenance Agreement

**Department:** Administration

**Presenter:** Jacob McHargue

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**Background/Discussion:** The city staff have worked with the developers to complete the Penny Springs Park. As this park has a shared parking lot with the HOA owned club house, it necessitates a shared use and maintenance agreement for the parking lot. This agreement outlines the responsibilities of each party and the cost sharing for the ongoing maintenance of the parking lot. This includes cleaning, waste disposal, snow removal, cleaning and other maintenance of the parking lot. The HOA will maintain the landscaping areas, and the city will cover the cost of irrigation and maintain the irrigation system.

**Fiscal Impact:** The city will be responsible for 50% of the maintenance costs associated with the parking lot.

**Recommendation:**

Staff is recommending that the city council allow the mayor to sign the shared use and maintenance agreement with the HOA.

**Sample Motion:**

I moved to approve and allow the mayor to sign the shared maintenance agreement as presented.

**Attachments:**

Shared Use Maintenance Agreement

## SHARED USE MAINTENANCE AGREEMENT

This Shared Use and Maintenance Agreement (the "Agreement") is made and entered into this \_\_ day of July, 2020 between Waters Edge Master Homeowners Association, Inc. (the "HOA"), and [Vineyard City Municipal Corporation] (the "City"), who will be individually referred to as a "Party" and collectively referred to as the "Parties."

**1. Purpose of this Agreement.** The City is the owner of parcel of land, which is principally a parking lot area more fully described in Exhibit A ("Parcel A"), and the HOA is the owner of the adjoining parcel, which is principally clubhouse and pool located to the west of Parcel A, more fully described in Exhibit B ("Parcel B"). The HOA and the City have entered into this agreement to govern the use, cost, maintenance, improvement, cleaning and repair of the parking lot, Parcel A.

**2. Parking Rights.** The HOA and its members shall have the right to use Parcel A for parking at the Clubhouse located at [68 East Vineyard Loop Road, Vineyard, UT 84059] and the City and its residents shall have the right to use Parcel A for parking at Penny Springs Park.

**3. Waste Disposal Rights.** One or more dumpsters will be provided on the southwest corner of Parcel A for waste disposal purposes. The City and its residents shall be permitted to use the dumpsters for waste disposal purposes related to use of Penny Springs Park. The HOA and its members shall be permitted to use the dumpsters for waste disposal purposes related to use of the Clubhouse.

**4. Cost Sharing.** The HOA and the City shall each be responsible for 50% of the cost of maintenance of the Parking Lot, including without limitation, maintenance, cleaning, improvement or repair of the parking surface and snow and ice removal. The HOA shall take care of the administrative duties related to the maintenance, improvement, cleaning or repair, including without limitation hiring contractors to perform the same.

**5. Mutual Approval.**

Both Parties must approve the contractor and bids for any services or improvements related to the parking lot, waste removal, and waste removal enclosure as mentioned in Section 4 Cost Sharing.

**6. Other Duties.** The HOA shall maintain the landscaping areas within Parcel A and the City shall cover the cost of the irrigation and irrigation maintenance within Parcel A.

**7. Successors and Assigns.** This agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

**8. Costs and Attorney Fees.** Notwithstanding anything to the contrary provided herein, should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the breach of the provisions of this Agreement, the prevailing Party shall be entitled to recover all costs of suit, including reasonable attorneys' fees incurred therein and herewith.

**9. Construction.** In construing this Agreement, and in determining the rights of the Parties hereto, no party shall be deemed to have solely drafted or created the Agreement.

**10. Entire Agreement.** The Parties agree that this Agreement constitutes the entire agreement of the Parties hereto with respect to its subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement is intended to replace, supplant, supersede and/or merge all prior oral and/or written agreements, negotiations and/or understandings and this Agreement represents the entire Agreement between the Parties.

**11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and any action relating to this Agreement or the breach or enforcement thereof shall be brought and maintained in the Third Judicial District Court of the State of Utah, each of the parties hereto consenting the exclusive personal jurisdiction of such courts as if they were personally present in such State.

**12. Execution by Counterpart.** This Agreement may be executed in counterparts and shall be deemed fully executed by the Parties when counterparts hereof have been signed by each of them whether or not signatures of the Parties appear on the original or any one copy of this Agreement.

**13. Facsimile and Photocopies of Documents.** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. Photocopies of any of the foregoing shall also be the same as delivery of an original.

**14. Severability.** The provisions of this Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability; any such portion not enforceable shall not affect the remaining terms of this Agreement.

**15. Modification.** This Agreement may not be modified or waived other than in writing signed by all of the Parties bound hereto.

**16. Representation.** The Parties hereby expressly state that each has been counseled that it is desirable to obtain independent counsel regarding the terms of this contract and has had the opportunity to be represented by competent counsel, that each has read the foregoing Agreement, knows and understands its contents, has discussed the contents with counsel or has independently determined not to discuss the matter with counsel, and agrees to be bound by its terms.

**17. Headings.** The various headings used in this Agreement are for convenience only and shall not be used in interpreting the text of the section or paragraph in which they appear.

**18. Authority.** Each of the undersigned represents and warrants that he or she has proper authority to enter into this Agreement and to bind such parties and entities as indicated in this Agreement and that the undersigned is not under any contract or agreement that prohibits entering into this Agreement.

**[THIS PART LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on the date referenced at the beginning of this Agreement.

**WATERS EDGE MASTER HOMEOWNERS ASSOCIATION, INC:**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Printed Name

and

**VINEYARD CITY MUNICIPAL CORPORATION:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Printed Name

STATE OF UTAH

COUNTY OF UTAH

On this \_\_\_\_ day of September, 2019, personally appeared before me the above-mentioned signers, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged they executed the same.

Witness my hand and official seal.

**EXHIBIT A**  
**(Parcel A Parking Lot Legal Description)**

Beginning at a point which is North  $89^{\circ}25'01''$  East 229.11 feet along the section line and North 1007.33 feet from the Southwest Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian: thence North  $04^{\circ}49'19''$  West 224.77 feet; thence Northeasterly 105.34 feet along the arc of a non-tangent 1047.50 foot radius curve to the left, through a central angle of  $05^{\circ}45'43''$ , the chord of which bears North  $77^{\circ}03'56''$  East 105.30 feet; thence North  $74^{\circ}11'04''$  East 34.65; thence Northeasterly 55.97 feet along the arc of a 952.50 foot radius curve to the right, through a central angle of  $03^{\circ}22'00''$ , the chord of which bears North  $75^{\circ}52'04''$  East 55.96 feet; thence South  $04^{\circ}49'21''$  East 255.26 feet; thence South  $85^{\circ}10'10''$  West 193.49 feet to the point of beginning.

**EXHIBIT B**  
**(Parcel B Clubhouse Legal Description)**

Beginning at a point which is North 89°25'01" East 229.11 feet along the section line and North 1007.33 feet from the Southwest Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian: thence South 85°10'10" West 123.68 feet; thence North 82°18'36" West 86.67 feet; thence Northerly 7.64 feet along the arc of a non-tangent 79.50 foot radius curve to the right, through a central angle of 05°30'30", the chord of which bears North 09°05'18" East 7.64 feet; thence North 11°50'36" East 80.07 feet; thence Northerly 19.82 feet along the arc of a 120.50 foot radius curve to the left, through a central angle of 09°25'31", the chord of which bears North 07°07'49" East 19.80 feet; thence Northerly 90.93 feet along the arc of a 1565.00 foot radius curve to the left, through a central angle of 03°19'45", the chord of which bears North 00°44'41" East 90.92 feet; thence Northeasterly 11.20 feet along the arc of a 7.50 foot radius curve to the right, through a central angle of 85°34'59", the chord of which bears North 41°51'47" East 10.19 feet; thence North 84°38'46" East 77.37 feet; thence Northeasterly 85.92 feet along the arc of a 1047.50 foot radius curve to the left, through a central angle of 04°41'59", the chord of which bears North 82°17'47" East 85.90 feet; thence South 04°49'19" East 224.77 feet to the point of beginning.



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** August 12, 2020

**Agenda Item:** 8.2 Interlocal Agreement with UDOT

**Department:** Administration

**Presenter:** Jacob McHargue

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**Background/Discussion:** Staff continues to work with UDOT on the federal grant that we received from FRA last year. In order to have access to the funding and move forward with the project, a federal aid agreement needs to be signed between the city and UDOT. This agreement outlines the fiscal responsibilities of the city to complete the project. This is a city/RDA project, so we will bear the entire cost burden of the project that is not funded with the grant which is currently estimated at \$10,000,000.

**Fiscal Impact:** The project is estimated to be nearly \$17,000,000 of which the city/RDA will be responsible for \$10,000,000.

**Recommendation:**

Staff is recommending that the council approve resolution 2020-13 and allow the mayor to sign the federal aid agreement with UDOT.

**Sample Motion:**

I moved to adopt Resolution 2020-13 as presented.

**Attachments:**

Federal Aid Agreement  
Resolution 2020-13

RESOLUTION NO. 2020-13

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-1, et seq., 1953 as amended, governmental entities are allowed to enter into agreements for the joint provision of services; and

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with the Utah Department of Transportation for a federally funded local project for railroad consolidation services to be provided to the City.

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

1. The Vineyard City Council authorizes the mayor to sign the agreement titled Federal Funded Local Project, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 12th day of August, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Recorder

**State of Utah  
Department of Transportation**

|                                                                                                                                |                                                                                               |                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Federal Aid Agreement<br/>for Local Agency Project</b><br>CFDA No. 20.205<br>Highway Planning and Construction              | Vineyard Town - Jacob McHargue                                                                | Maximum Project Value<br>Authorized<br><br><b>\$16,839,272</b>      |
| PIN Number<br><b>18144</b><br>FINET Number<br><b>55619</b><br>FMIS Number<br><b>F015257</b><br>DUNS Number<br><b>090998337</b> | Project Number<br><b>F-R399(341)</b><br>PIN Description<br><b>Vineyard Rail Consolidation</b> | Agreement Number<br>(Assigned By Comptrollers)<br><br>Date Executed |

This Agreement is entered into this \_\_\_\_\_ by and between the Utah Department of Transportation ("UDOT") and **Vineyard Town "Local Agency"**, a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of **Vineyard Rail Consolidation**, located at **Vineyard Town** and identified as project number **F-R399(341)**;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

**State Wide Transportation Improvement Program STIP 2020 - 2023**

| Fund*        | Prior | 2020         | 2021 | 2022 | 2023 | Total        | Fed Aid     | State | Other        | Pct     |
|--------------|-------|--------------|------|------|------|--------------|-------------|-------|--------------|---------|
| FA MISC 100% | \$0   | \$6,839,272  | \$0  | \$0  | \$0  | \$6,839,272  | \$6,839,272 | \$0   | \$0          | .00%    |
| LOCAL GOVT   | \$0   | \$10,000,000 | \$0  | \$0  | \$0  | \$10,000,000 | \$0         | \$0   | \$10,000,000 | 100.00% |
| Total:       | \$0   | \$16,839,272 | \$0  | \$0  | \$0  | \$16,839,272 | \$6,839,272 | \$0   | \$10,000,000 | 59.38%  |

## **AGREEMENT**

Now, therefore, the parties agree as follows:

**I. Description of the Project.**

**II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
  - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
  - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
  - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
  - 4. Prepare and process the federal aid agreement before project initiation.
  - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
  - 6. Assist the local agency to process and approve Consultant Pay Requests.
  - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
  - 8. Coordinate to ensure ongoing communication with the local project sponsor.
  - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
  - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
  - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
  - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
  - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
  - 14. Coordinate the UDOT project closeout process.

**III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
  - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
  - 2. Coordinate with the UDOT Project Manager concerning the funding.
  - 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
  - 4. Manage the day-to-day activities of the Project as follows:
    - a. Consultant and professional services used on the Project.
    - b. The Local Agency shall recommend and approve consultant pay requests.
    - c. Project scope, schedule, budget, and quality.
    - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
    - e. Coordination with the assigned UDOT Project Manager.
    - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
    - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
    - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
    - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
  - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
  - 3) Ensure NEPA Environmental clearances and approvals are obtained.
  - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
  - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
  - 6) Ensure construction standards and specifications are met.
  - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
  - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
  - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
  - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
  - n. Approve the final advertising package and obtain local signature approval advertisement.
  - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
  - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
  - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
  - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
  - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
  - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
  - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

**IV. Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed **\$16,839,272** and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Jacob Mchargue at JACOBM@VINEYARDUTAH.ORG](mailto:JacobMchargue@JACOBM@VINEYARDUTAH.ORG), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

**V. Local Agency's Reimbursement Claims.** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

**VI. Federal Aid Project Compliance.** Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

**VII. Project Authorization for Federal Aid.** The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. **Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

IX. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. **Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. **Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. **Availability of Records.** For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. **Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:pg::::1:T,V:808,34728>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property

acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

**XIV. Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

**XV. UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

**XVI. Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

**XVII. Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

**XVIII. Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

**XIX. Content Review**

Language content was reviewed and approved by the Utah AG's office on August 16, 2018.

**LOCAL AGENCY**

By \_\_\_\_\_

Date \_\_\_\_\_  
Vineyard Town Official

**Utah Department of Transportation**

By \_\_\_\_\_  
Region Director

Date \_\_\_\_\_

**UDOT Comptroller**

By \_\_\_\_\_  
Comptroller's Office

Date \_\_\_\_\_



**Consultant Services  
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH  
UTAH DEPARTMENT OF TRANSPORTATION  
ENGINEERING SERVICES**

**TODAY'S DATE** 7/14/2020  
**PM REQUEST DATE** 7/14/2020

**FEDERAL AID  
AGREEMENT NO.**

**Project No.:** F-R399(341)

**PIN No.:** 18144

**PIN Description:** Vineyard Rail Consolidation

**FINET Prog Code No.:** 55619

| UDOT Project Manager                                                                      | UDOT Contract Administrator                                                                                                      |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Eric A Mason<br>658 North 1500 West<br>Orem, UT 84057<br>(801)680-9472<br>emason@utah.gov | Michael R. Butler (Acting as UDOT)<br>PO Box 148490<br>Salt Lake City Utah 84114-8490<br>(801)815-4367<br>michaelbutler@utah.gov |

| Local Government                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------|
| Vineyard Town<br>240 E GAMMON RD<br>Vineyard, UT 84058<br>Jacob McHargue, (801) 226-1929<br>JACOBM@VINEYARDUTAH.ORG |

|                        |              |
|------------------------|--------------|
| Project Value          | \$16,839,272 |
| Federal Match          | \$6,839,272  |
| Local Government Match | \$10,000,000 |
| State Match            | \$0          |

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** August 12, 2020

**Agenda Item:** 8.3 Interlocal Agreement with Salem City

**Department:** Building

**Presenter:** Building Official George Reid

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### **Background/Discussion:**

Due to the cyclical nature of development and construction, the explosive growth we experience in Vineyard and the size limitations of Vineyard, the Building Department experiences times of extreme work load and times of light work load. Currently the Building Department is experiencing a lesser work load and is not utilizing inspectors to their full capacity. As such, Salem City is in dire need of inspectors and has not been able to fill positions.

It is proposed to enter into an interlocal agreement with Salem City to aid in providing building inspections by having Vineyard City inspectors inspect for Salem when available. Salem will compensate Vineyard at the rate of \$50 per hour per inspector and reimburse mileage at the current IRS rate.

The current rate that Vineyard City pays for inspectors, including benefits, is as follows:

- Bert Butler- \$37.36
- Brad Hardman- \$52.64
- Cris Johnson - \$46.78

An interlocal agreement with Salem would keep the inspectors working to their full capacity, give them more experience to bring back to Vineyard, increase the Building Department's potential revenue and help a fellow city in need.

Salem City Council approved to enter into the interlocal agreement on August 5<sup>th</sup>, 2020.

### **Fiscal Impact:**

This interlocal agreement would increase the Building Department revenue by \$50 per hour per inspector for services provided to Salem and Vineyard would also receive mileage reimbursement for travel within Salem at the current IRS rate.



## **VINEYARD CITY COUNCIL STAFF REPORT**

### **Recommendation:**

Chief Building Official, George Reid, recommends to enter into an interlocal agreement with Salem City to provide Salem with building inspectors when available.

### **Sample Motion:**

“I, move to approve Resolution 2020-14, to enter into an interlocal agreement with Salem City, as presented, for the purposes of providing building inspection services.”

### **Attachments:**

Resolution Agreement 2020-14

Amended Interlocal Agreement

Interlocal agreement approved by Salem City.

RESOLUTION NO. 2020-14

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-1, et seq., 1953 as amended, governmental entities are allowed to enter into agreements for the joint provision of services; and

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with the Salem, Utah to share building inspectors.

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

1. The Vineyard City Council authorizes the Mayor to sign the agreement titled Salem/Vineyard Interlocal Agreement to Share Building Inspectors, in the form attached hereto as Exhibit A.

2. This resolution shall take effect upon passing.

Passed and dated this 12th day of August, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Recorder

**SALEM/VINEYARD INTERLOCAL AGREEMENT  
TO SHARE BUILDING INSPECTORS**

This agreement is made and entered into this 1st day of August 2020 by and between Salem City and Vineyard City, municipal corporations of the State of Utah, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13101 et seq. (1953 as amended).

**RECITALS**

WHEREAS, Salem City and Vineyard City are municipalities that both have full time building inspectors; and,

WHEREAS, Salem City is experiencing extremely rapid growth, making the prospects of additional building inspectors necessary; and,

WHEREAS, Vineyard City has offered Salem City the use of its building inspectors with Salem paying Vineyard City for that service, such being a benefit to both cities; and

WHEREAS, the building inspector arrangement has been made with the knowledge and consent of each city in order to meet the demands of recent rapid growth; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**SECTION 1 - DEFINITIONS**

1. Salem means Salem City, a municipal corporation of the State of Utah located in Utah County.
2. Vineyard means Vineyard City, a municipal corporation of the State of Utah located in Utah County.
3. Building Inspector means an individual licensed by the State of Utah to conduct

commercial and residential building inspections within the State of Utah.

## **SECTION 2 - PURPOSE, TERM, and TERMINATION**

The purpose of this agreement is to allow Vineyard employees working as building inspectors to provide their building inspection services to Salem.

The term of this agreement shall be for one year, commencing the 1st day of August 2020, and may be renewed for an additional one year, unless terminated prior thereto. Either party may terminate this agreement by giving the other 30 days written notice.

## **SECTION 3 - PROVIDING FOR BUILDING INSPECTOR(S)**

Vineyard shall provide building inspector(s) as needed by Salem and as available from Vineyard. The building inspector(s) shall remain employees of Vineyard and Salem agrees to indemnify Vineyard as set forth in Section 6. Salem agrees to pay Vineyard as services are rendered and as set forth in Section 4.

## **SECTION 4 – SERVICES PAYMENTS**

Vineyard will invoice Salem for building inspector hours and wages rendered to Salem each month, at a rate of Fifty Dollars (\$50.00) per hour, commencing August 2020. Salem will pay the amount billed within 30 days of receipt of the invoice.

The building inspector(s) shall use Vineyard City vehicles for inspections and work performed in Salem City. Salem City shall reimburse Vineyard City for mileage at the prevailing IRS business mileage rate.

## **SECTION 5 - TERMINATION**

Either City may terminate this agreement at any time by providing 30 days written notice to the other.

## **SECTION 6 – INDEMNIFICATION**

The parties to this Agreement are political subdivisions of the State of Utah. Salem agrees to indemnify and hold harmless Vineyard for damages, claims, suits, and actions arising out of a negligent error or omission of Salem City officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

## **SECTION 7 - AMENDMENTS**

This agreement represents the entire agreement of the parties. Any prior agreements, negotiations, or understandings are merged herein and superseded hereby. Amendments to this agreement must be in writing and follow the procedure set forth in the Utah Interlocal Cooperation Act.

## **SECTION 8 - SEVERABILITY**

Should any part, term, or provision of this agreement be held by any court to be illegal or in conflict with any law of the State of Utah, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall remain in full force and effect.

## **SECTION 9 – MISCELLANEOUS**

The following provisions are required for compliance with the Interlocal Cooperation Act and are also integral parts of this Agreement:

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(a) *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(b) *No Interlocal Entity.* The Parties agree that they do not by this Agreement create an interlocal entity.

(c) *Joint Board.* As required by Utah Code Ann. § 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the Salem City's designee and Vineyard City's designee.

(d) *Financing Joint Cooperative Undertaking and Establishing Budget.* There is to be no financing of a cooperative undertaking pursuant to this agreement and therefore no budget shall be established or maintained to administer this cooperative undertaking.

(e) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207(2) of the Interlocal Act, the Parties agree that there will be no acquisition, holding, and disposition of real and personal property pursuant to this Agreement.

(f) *Attorney Approval.* This Agreement shall be submitted to the authorized attorneys for the Salem City and Vineyard City for approval in accordance with Utah Code Ann. § 11-13-202.5.

(g) *Governmental Immunity.* The Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, *et seq.*, therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees.

The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

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IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed and attested by its proper officers, thereunto duly authorized, and their official seal affixed thereto, pursuant to resolution of its governing body, and each deems itself bound thereby.

SALEM CITY by:

\_\_\_\_\_  
KURT L. CHRISTENSEN, Mayor

Attest:

\_\_\_\_\_  
Jeffrey D. Nielsen, City Recorder

Approved as to Form:

\_\_\_\_\_  
City Attorney

VINEYARD CITY by:

\_\_\_\_\_  
Julie Fullmer, Mayor

Attest:

\_\_\_\_\_  
Pamela Spencer, City Recorder

Approved as to Form:

\_\_\_\_\_  
City Attorney

**SALEM/VINEYARD INTERLOCAL AGREEMENT  
TO SHARE BUILDING INSPECTORS**

This agreement is made and entered into this 1st day of August 2020 by and between Salem City and Vineyard City, municipal corporations of the State of Utah, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-1 et seq. (1953 as amended).

**RECITALS**

WHEREAS, Salem City and Vineyard City are municipalities that both have full time building inspectors; and,

WHEREAS, Salem City is experiencing extremely rapid growth, making the prospects of additional building inspectors necessary; and,

WHEREAS, Vineyard City has offered Salem City the use of its building inspectors with Salem paying Vineyard City for that service, such being a benefit to both cities; and

WHEREAS, the building inspector arrangement has been made with the knowledge and consent of each city in order to meet the demands of recent rapid growth; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**SECTION 1 - DEFINITIONS**

1. Salem means Salem City, a municipal corporation of the State of Utah located in Utah County.
2. Vineyard means Vineyard City, a municipal corporation of the State of Utah located in Utah County.

3. Building Inspector means an individual licensed by the State of Utah to conduct commercial and residential building inspections within the State of Utah.

## **SECTION 2 - PURPOSE, TERM, and TERMINATION**

The purpose of this agreement is to allow Vineyard employees working as building inspectors to provide their building inspection services to Salem.

The term of this agreement shall be for one year, commencing the 1st day of August 2020, and may be renewed for an additional one year, unless terminated prior thereto. Either party may terminate this agreement by giving the other 30 days written notice.

## **SECTION 3 - PROVIDING FOR BUILDING INSPECTOR(S)**

Vineyard shall provide building inspector(s) as needed by Salem and as available from Vineyard. The building inspector(s) shall remain employees of Vineyard and Salem agrees to indemnify Vineyard as set forth in Section 6. Salem agrees to pay Vineyard as services are rendered and as set forth in Section 4.

## **SECTION 4 – SERVICES PAYMENTS**

Vineyard will invoice Salem for building inspector hours and wages rendered to Salem each month, at a rate of Fifty Dollars (\$50.00) per hour, commencing August 2020. Salem will pay the amount billed within 30 days of receipt of the invoice.

The building inspector(s) shall use Vineyard City vehicles for inspections and work performed in Salem City. Salem City shall reimburse Vineyard City for mileage at the prevailing IRS business mileage rate.

## **SECTION 5 - TERMINATION**

Either City may terminate this agreement at any time by providing 30 days written notice.

## **SECTION 6 – INDEMNIFICATION**

The parties to this Agreement are political subdivisions of the State of Utah. Salem agrees to indemnify and hold harmless Vineyard for damages, claims, suits, and actions arising out of a negligent error or omission of Salem City officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

## **SECTION 7 - AMENDMENTS**

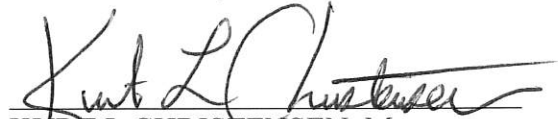
This agreement represents the entire agreement of the parties. Any prior agreements, negotiations, or understandings are merged herein and superseded hereby. Amendments to this agreement must be in writing and follow the procedure set forth in the Utah Interlocal Cooperation Act.

## **SECTION 8 - SEVERABILITY**

Should any part, term, or provision of this agreement be held by any court to be illegal or in conflict with any law of the State of Utah, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed and attested by its proper officers, thereunto duly authorized, and their official seal affixed thereto, pursuant to resolution of its governing body, and each deems itself bound thereby.

SALEM CITY by:

  
KURT L CHRISTENSEN, Mayor

Attest:

  
Jeffrey D. Nielson, City Recorder



VINEYARD CITY by:

\_\_\_\_\_  
Julie Fullmer, Mayor

Attest:

\_\_\_\_\_  
Pamela Spencer, City Recorder