



**NOTICE OF A MEETING
OF THE VINEYARD CITY COUNCIL
June 23, 2021 at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, June 23, 2021 at 6:00 p.m. at City Hall, 125 South Main Street, Vineyard, Utah. The Meeting can also view the meeting on our [live stream webpage](#).

AGENDA

Presiding Mayor Julie Fullmer

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

WORK SESSION

- 2. No items were submitted**

REGULAR SESSION

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

- 4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS**

- 5. STAFF, COMMISSION, AND COMMITTEE REPORTS** *(3 minutes each)*
 - 5.1** City Manager Jacob McHargue
 - 5.2** Planning Commission Chair Bryce Brady
 - 5.3** Sullivan Love – Community Award

- 6. CONSENT ITEMS**
 - 6.1** [Approval of the June 9, 2021 City Council Meeting Minutes](#)
 - 6.2** [Approval of a Special Event Permit](#)
 - 6.3** [Approval of the Lochs at Waters Edge Final Plat E](#)

7. MAYOR'S APPOINTMENTS

No names were submitted.

8. DISCUSSION/PRESENTATIONS

No items were submitted.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Fireworks Restrictions

(15 minutes)

City Manager Jacob McHargue will present suggestions for fireworks restrictions in the city. They mayor and City Council will take appropriate action.

9.2 DISCUSSION AND ACTION – Drought

(5 minutes)

City Manager Jacob McHargue lead a discussion about the city's response to the drought conditions. The mayor and City Council will take appropriate action.

9.3 DISCUSSION AND ACTION – Projector Purchase

Councilmember Welsh will present costs for the purchase of a projector for the summer movies in the park series. The mayor and City Council will take appropriate action.

9.4 DISCUSSION AND ACTION – Adopt the Certified Tax Rate (Resolution 2021-14)

(5 minutes)

City Manager Jacob McHargue will present the certified tax rate. The mayor and city council will act to adopt (or deny) this request by resolution.

9.5 PUBLIC HEARING – Amending the Fiscal Year 2020-2021 Budget (Resolution 2021-15)

City Manager Jacob McHargue will present proposed amendments to the FY2021 Budget. The mayor and city council will act to adopt (or deny) this request by resolution.

9.6 PUBLIC HEARING – Zoning Text Amendment (ZTA) Accessory Dwelling Units (Ordinance 2021-03)

Community Development Director Morgan will present city initiated code amendments to VZC 15.34.060 Accessory Dwelling Units as it relates to code updates aligning with recent Utah State Code changes. The mayor and City Council will act to adopt (or deny) this request by ordinance.

9.7 DISCUSSION AND ACTION - Preliminary and Final Plat 4 Life Expansion *(5 minutes)*

City Planner Briam Perez will present a preliminary and final plat for the 4 Life building expansion, Parcel ID 38:424:0015. The mayor and city council will take appropriate action.

9.8 DISCUSSION AND ACTION – Amending Municipal Code 8.08.010(C)(2)(p)(8) Declaration of a Nuisance (Ordinance 2021-04)

(5 minutes)

City Building Official George Reid will present an ordinance amending the Municipal Code 8.08.010 Nuisances Generally, to add an exception for extreme temperatures to the construction noise code. The mayor and City Council will act to adopt (or deny) this request by ordinance.

9.9 DISCUSSION AND ACTION – Utah Valley Home Builders Association Lease

Agreement

(5 minutes)

City Manager Jacob McHargue will present the agreement for lease of Utah Valley Homebuilder's association. The mayor and City Council will take appropriate action.

10. CLOSED SESSION

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

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

11. ADJOURNMENT

The next regularly scheduled meeting is July 14, 2021.

Times listed are approximate times only. This meeting may be held in a way that will allow a councilmember to participate electronically.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder 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: June 22, 2021

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

**MINUTES OF A JOINT WORK SESSION WITH
PLANNING COMMISSION AND A REGULAR SESSION
OF THE VINEYARD CITY COUNCIL**

City Council Chambers
125 South Main Street, Vineyard Utah
June 9, 2021 at 6:01 PM

Present

City Council

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

Planning Commissioners

Chair Bryce Brady (6:09 PM)
Vice Chair Shan Sullivan
Commissioner Amber Rasmussen
Commissioner Tay Gudmundson
Commissioner Anthony Jenkins

Absent

Tim Blackburn
Jeff Knighton

Staff Present: City Manager Jacob McHargue, Assistant Finance Director/Treasurer Mariah Hill, City Attorney Jayme Blakesley, Public Works Director/City Engineer Don Overson, Assistant Public Works Director Chris Wilson, City Engineer Naseem Ghandour, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Briam Perez, Water Manager Sullivan Love, City Recorder Pamela Spencer

Others Present: Ryan Bybee with Cadence Homes and Nate Birchall with Goodboro Homes

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

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

6:02 PM JOINT WORK SESSION WITH PLANNING COMMISSION

2. MAYOR AND COUNCILMEMBERS' DISCLOSURES/RECUSALS

Councilmember Judd recused himself due to a potential conflict of interest. City Attorney Jayme Blakesley explained the reason behind disclosures and recusals.

3. PRESENTATION AND DISCUSSION

3.1 DEVELOPMENT OF THE CLEGG PROPERTY

The developer will present a design concept for a housing development to be located on the Clegg property, parcel #18:021:0009. This presentation will allow the developer to receive feedback from the City Council, Planning Commission, and Staff. (This is a pre-application informational discussion. Public comments will be reserved for a future meeting once an application has been submitted.)

Mayor Fullmer turned the time over to Ryan Bybee with Cadence Homes. He gave a brief background on his company. He explained why they had teamed with Goodboro Homes. He reviewed the types of homes they would be building and that they would only be detached single family homes which included smaller lots for high-end active adults over 55 years of age. Nate Birchall with Goodboro Homes reviewed the different models that they would be building and the streetscapes. Mr. Bybee presented the overall development layout.

Mayor Fullmer called for question from the Planning Commissioners.

 Chair Brady expressed concern with the active 55+ housing changing to regular single family housing in the future and accessory dwelling units (ADUs) being allowed in the development. There was a discussion about the housing and lot sizes.

 Commissioner Sullivan expressed concerns with the types of open space they were proposing.

 Commissioner Rasmussen expressed concerns with the amount of open space and about the active adult homes. There was a discussion about the open space and affordable housing, ADUs, and the qualifications for a 55+ community.

 Commissioner Gudmundson asked about the trail connections, zoning, and expressed concern with adding more density to the city. She wanted to see more park space and expressed concern with the parking and roads.

 Commissioner Jenkins asked about the Homeowners Association and about tying the trails into Walkara Way. He asked them to look at other developments for their lot sizes, roads, and parking issues.

 Chair Brady read comments from Planning Commissioner Tim Blackburn who felt that heritage was important and wanted to save the buildings on the property.

 Chair Brady commented about the density and lot sizes.

Mayor Fullmer called for comments from the City Council.

 Councilmember Earnest asked the developers to explain the reasoning behind the proposed development and the amenities. There was a discussion about the amenities and the overall development.

98  Mayor Fullmer asked about the lot sizes, density, open space, and the trail system. There
99 was a discussion about each item.

100
101  Councilmember Flake mentioned that he had received phone calls from residents
102 requesting larger lot sizes. He wanted to see the larger lots continue from James Bay through The
103 Shores subdivisions southward. He also mentioned that he did not like how 400 South narrowed
104 closer to the lake and felt that access to the lake in the south part of the city was imperative.
105 There was a discussion about his comments, who owned the property closest to the lake, and
106 density. Mayor Fullmer explained how the city was laid out. There was a discussion about the
107 layout of the development.

108
109  Councilmember Welsh felt that it was her job to represent the community. She read parts of
110 the General Plan. The community dream was that people could live their whole lives in
111 Vineyard. She also expressed concern with the lot sizes and density. She felt that the parks and
112 open space should be open to all residents and visitors. She asked about connecting the trails.
113 She mentioned future lake development and traffic flow in and out of the development and the
114 Sleepy Ridge subdivision. There was a discussion about her concerns.

115
116  There was a discussion about changing the lot sizes and the types of housing in each area.

117
118  Chair Brady felt that the proposed road going into The Elms subdivision raised safety
119 concerns. He also mentioned that residents had told him that they wanted bigger parks.

120
121  Mayor Fullmer suggested that the council and commission formulate their opinions, mark
122 up the map and send it to the developers by the end of the week. There was further discussion.
123 Suggestions and comments should be directed to Mr. Brim and Mr. McHargue, and they would
124 pass them on to the developers.

125 126 127 **7:43 REGULAR CITY COUNCIL SESSION**

128 129 130 **4. PUBLIC COMMENTS**

131 Mayor Fullmer called for public comments. Hearing none, she closed the public comment
132 session.

133
134
135  City Council took a break at 7:44 PM. The meeting resumed at 7:56 PM

136 137 138 **5. MAYOR AND COUNCILMEMBERS' REPORTS**

139 No reports were given.

140 141 142 **6. STAFF, COMMISSION, AND COMMITTEE REPORTS**

143 **6.1** City Manager Jacob McHargue – Mr. McHargue had no new items to report.

144 **6.2** Planning Commission Chair Bryce Brady – Chair Brady had no new items to report.

147 **7. CONSENT ITEMS**

148 7.1 Approval of the May 26, 2021 City Council Meeting Minutes

149 7.2 Approval of Resolution 2021-11 Parking Regulations

150
151 Mayor Fullmer called for a motion.

152
153  **Motion:** COUNCILMEMBER JUDD MOVED TO APPROVE CONSENT ITEMS 7.1
154 AND 7.2, WITH A ROLL CALL ON 7.2. COUNCILMEMBER FLAKE SECONDED THE
155 MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS
156 EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED
157 UNANIMOUSLY.

158
159
160 **8. MAYOR'S APPOINTMENTS**

161 No names were submitted.

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164 **9. DISCUSSION/PRESENTATIONS**

165 No items were submitted.

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168 **10. BUSINESS ITEMS**

169 **10.1 DISCUSSION AND ACTION – Adopt Final Fiscal Year 2021-2022 Budget**
170 **(Resolution 2021-12)**

171 Assistant Finance Director Mariah Hill will present the final Fiscal Year 2021-2022
172 Budget. The mayor and City Council will act to adopt (or deny) this request by
173 resolution. (A public hearing was held on the tentative budget during the May 26, 2021
174 City Council meeting.)

175
176 Assistant Finance Director Mariah Hill explained that there were differences in the Enterprise
177 and the Capital Improvement Funds.

178
179 There was a discussion about the census numbers.

180
181 Mayor Fullmer called for a motion.

182
183  **Motion:** COUNCILMEMBER EARNEST MOVED TO ADOPT, BY RESOLUTION,
184 THE FISCAL YEAR 2022 FINAL BUDGET AS PRESENTED BY STAFF.
185 COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS
186 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND
187 WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

188
189
190 **10.2 PUBLIC HEARING – Amend the Consolidated Fee Schedule (Resolution**
191 **2021-13)**

192 Staff Accountant Bayley Deason will present recommended amendments to the
193 Consolidated Fee Schedule. The mayor and city council will act to adopt (or deny) this
194 request by resolution.

195
196 Mayor Fullmer called for a motion to open the public hearing.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 8:00 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

 City Accountant Bayley Deason reviewed the amendments to the fee schedules. There was a discussion about the recreation programs and fees.

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 8:09 PM. COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT, BY RESOLUTION, THE FISCAL YEAR 2021-2022 CONSOLIDATED FEE SCHEDULE AS PRESENTED. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

10. CLOSED SESSION

Mayor Fullmer called for a motion to go into a closed session.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO GO INTO A CLOSED SESSION IMMEDIATELY FOLLOWING THE REDEVELOPMENT AGENCY BOARD MEETING TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL. COUNCILMEMBER JUDD SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

11. ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the City Council meeting.

 **Motion:** COUNCILMEMBER EARNEST MOVED TO ADJOURN THE CITY COUNCIL MEETING AT 8:10 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

Motion: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE CLOSED SESSION AT 8:49 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

248

249 MINUTES APPROVED ON: _____

250

251 CERTIFIED CORRECT BY: /s/Pamela Spencer

252 PAMELA SPENCER, CITY RECORDER

DRAFT



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 23rd, 2021
Agenda Item: 6.2 Rex Real Estate Special Event Permit
Department: Admin
Presenter: Anna Nelson

Background/Discussion:

Rex Real Estate has applied for a special event permit for an event at Grove Park on July 1st from 8:30 PM to 10:30 PM with set up starting at 8:00 AM
They are anticipating 2000 participants in attendance.

They would like to use Grove Park soccer fields for a concert with a stage, food trucks and a firework show.

We are supportive of hosting events like this and have attempted to facilitate this as much as possible. We have met as staff to make sure that we provide this recommendation that will work for each of the staff members involved.

Impact:

- Youth recreation programs are scheduled on the field at Grove Park from 5:00 PM to 9:00 PM on July 1st. This would require the city to cancel and reschedule the recreation programs for that day so that Rex Real Estate could set up at 8:00 AM the day of the event
- All of the parking is required at the park including the detention area and additional parking is required in surrounding school parking lots to ensure enough parking is available for the participants at the event.

Recommendation/Conditions:

We are recommending three conditions to the approval.

1. Parking plan

We are recommending that an adequate parking plan is required to ensure enough parking is provided for all participants. This would include approval from Freedom Preparatory Academy, Alpine school district and use of the park's parking lot.

2. Orem Fire Permit

An Orem fire permit is required for the firework show being proposed by the applicant.

3. Rental fee

We are recommending a facility rental fee of \$150 per soccer field for a total rental fee of \$450.00 with a \$300 nonrefundable deposit. That amount will cover the direct maintenance and repair costs as well as the staff time required during and after the event.



VINEYARD CITY COUNCIL STAFF REPORT

Sample Motion:

I move to approve the special events permit for Rex Real Estate at Grove Park July 1st. With the three conditions that have been recommended by staff.

Attachments:

See attached Special Event Applications and site plans

Special Events Department
125 South Main St.
(801)226-1929
annan@vineyardutah.org



VINEYARD
STAY CONNECTED

FOR OFFICE USE ONLY

Application Received _____

Fee Paid _____

Special Event Permit Application

The following application must be submitted **30 days prior to the scheduled event**, and the permit must be obtained a minimum of one week prior to the event. This application DOES NOT constitute a valid Special Event Permit until approved by the City.

APPLICANT INFORMATION

Name of Applicant: <u>Rex Real Estate Team</u>		Date of application: <u>3/29/2021</u>	
Applying in behalf of (if other than self): 			
Email address: <u>7627408@gmail.com</u>			
Mailing Address: <u>485 S Orem Blvd</u>			
City: <u>Orem</u>	State: <u>UT</u>	Zip Code: <u>84058</u>	Phone: <u>801-762-7408</u>
Name of Event: <u>RRET Client Appreciation + Fireworks Event</u>			
Date of Event: <u>7/1/2021</u>			

EVENT INFORMATION

Name of Event: <u>RRET Client Appreciation + Fireworks Event</u>		
Date of Event: <u>7/1/2021</u>		Number of people anticipated at event: <u>2,000</u>
Setup: <u>5:00</u>	Start time: <u>8:30</u>	End time: <u>10:30</u>
Cleanup: <u>10:30-12:00</u>	Start time: 	End time:

Type of Event

☐ Athletic ☒ Entertainment ☐ Other: _____

Brief Description of Event: Community Independence Day celebration w/ fireworks + food trucks

Will Vineyard streets be used? ☐ Yes ☒ No

Will streets need to be closed/blocked to traffic? ☐ Yes ☒ No

If any portion of a street is closed, the event organizer will need to provide barricades. As a consideration for this permit, the applicant agrees to:

1. Rent or secure barricades from a licensed barricade company.
2. Assume all liability of erection and maintenance of barricades.
3. Clean up the area upon termination of the permitted use.
4. Assume all liability for the applicant's use of the street during the specified period.
5. Ensure that barricades will be conspicuously displayed and lighted if the event takes place prior to dawn or after dusk.

Will you be using portable toilets? ☐ Yes ☒ No Have you made arrangements for trash disposal? ☐ Yes ☒ No
Will your event include the use of a Vineyard pavilion? ☐ Yes ☒ No If yes, a pavilion reservation is also required.
Will your event include the use of a bounce house or inflatable play equipment? ☐ Yes ☒ No

If yes, a refundable \$200 deposit is required. Additional fees may be assessed after the event for any damages on city property due to bounce houses/inflatables.

Vendors/Food/Alcohol

Will there be vendors selling products or services? ☒ Yes ☐ No

If yes, we require the Temporary Sales Tax Numbers from the State of Utah Special Events Tax Division for all vendors. Please complete the attached Vendor Information sheet.

If vendors are selling food, submit a copy of their Utah County Health Department Permit.

If vendors are selling alcohol, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is PROHIBITED on City property. (Vineyard Municipal Code Chapter 8-300)

Law Enforcement/Security Services

Each special event permit application will be reviewed, and based on event type and number of attendees, the Utah County Sheriff's Department will determine the number of law enforcement personnel required for the event, if any.

We contract with the Utah County Sheriff's Department. If you are in need of any law enforcement services for your event, please contact them at (801)794-3970. See the attached Agreement for Supplemental Law Enforcement Services.

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the permit. The applicant agrees to pay additional fees as required for the use of City services and facilities.

Applicant's Name (please print): Rex Real Estate Team - EXP Realty LLC

Applicant's Signature: [Signature] Date: 3/29/2021

CITY APPROVAL

City Personnel for Event _____ Number of Hours _____ Fee Paid \$ _____

Utah County Sheriff Personnel for Event _____ Number of Hours _____ Fee Paid \$ _____

This application has been reviewed, including verification of required insurance and other information, and required fees have been paid.

Vineyard Public Works Department

Date

Utah County Sheriff's Office

Date

Vineyard Special Events Department

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: FAX (A/C, No): 216-658-7101
INSURED Firestorm Pyrotechnics Inc. 187 E 400 S Springville UT 84663	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. INSURER B: Everest Denali Insurance Company INSURER C: Arch Speciality Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 458942890**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			SI8ML00257-211	1/9/2021	1/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00080-211	1/9/2021	1/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			UXP1042132-00	1/9/2021	1/9/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
The Certificate Holder, James Rex, Rex Real Estate Team and Orem Fire Department are listed as additional insureds per the policy provisions.
Location: Vineyard Grove Park 350 N 100 E
Date: 07/01/2021

CERTIFICATE HOLDER**CANCELLATION**

Vineyard City
125 S Main St
Vineyard UT 84058

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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E Vineyard Rd

E 400 N

Main St

Vineyard Trail

Vineyard Trail

Vineyard Trail

Vineyard Trail

Vineyard Trail

Main St

Main St

Main St

Main St

Vineyard Trail

Vineyard Trail

Vineyard Trail

Parking

Vineyard Basketball Courts

Grove Park Restrooms

Vineyard Grove Park

Vineyard Tennis Courts

Fireworks Fallout Area
No One allowed inside
this Area

Community Development

Date: June 23, 2021
From: Briam Amaya Perez, Planner II
To: City Council
Item: 6.3 The Lochs at Waters Edge Final Plat "E"
Address: 48 E 630 N Vineyard, Utah, 84059
Applicant: Brant Tuttle with Bee Real Estate VN, LLC
Owner: Tracy Bidulph



ANALYSIS

The applicant, Brant Tuttle, is requesting approval of a final plat. The applicant is proposing to subdivide Parcel 40 of The Lochs at Waters Edge Plat "B" into 3 separate parcels: Parcel 1 (composed of two units), Parcel 2 (one unit), and Parcel 3 (one unit). All Roads and HOA Open Space areas are private and are to be maintained by the HOA. Staff has reviewed this application and found that it is in line with the spirit and dictates of the zoning ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the final plat with the conditions listed below.

CONDITIONS

1. The applicant pays any outstanding fees and makes any redline corrections.
2. The applicant is subject to all federal, state, and local laws.

PROPOSED MOTION

"I move to approve the final plat as requested by the applicant, with the proposed conditions."

ATTACHMENTS

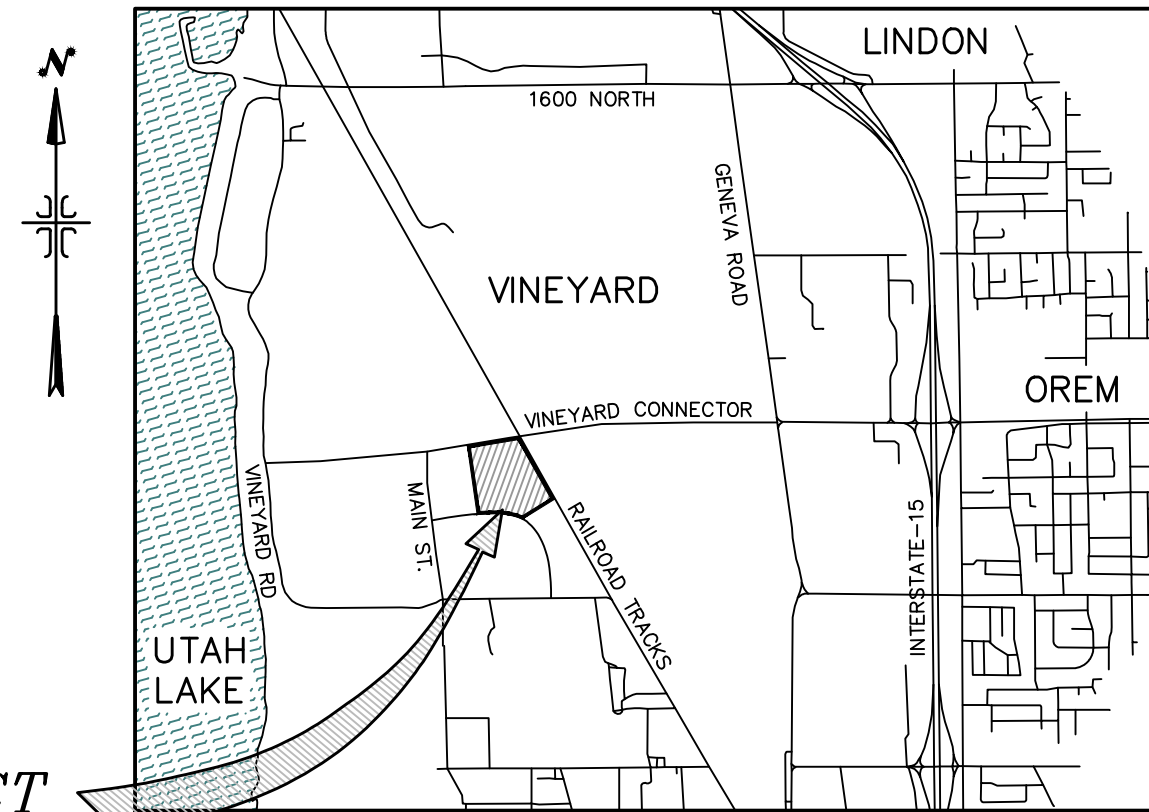
Final Plat



THE LOCHS AT WATERS EDGE PLAT "E"

A PLANNED UNIT DEVELOPMENT

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



PROJECT SITE

VICINITY MAP

-NTS-

REQUIRED PLAT NOTES

1. PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20____.
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, REGULATIONS, AND ORDINANCES.
3. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
4. NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
5. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS "PRIVATE" ON THIS PLAT.
6. DRIVEWAYS AND LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
7. DRAINAGE SHALL NOT CROSS PROPERTY LINES. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
8. VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
9. ALL BUILDING AND DEVELOPMENT SHALL BE IN CONFORMANCE WITH THE VINEYARD ZONING ORDINANCE.
10. ALL ROADS AND HOA OPEN SPACE AREAS ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HOA.

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. 17-27A603(4)C(ii) 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. A RECORDED EASEMENT OR RIGHT-OF-WAY
 - b. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - c. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND FACILITIES OR
 - d. 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

THE LEGISLATIVE BODY OF VINEYARD CITY OF UTAH COUNTY, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 20____.

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

SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 172762 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND EASEMENTS, HEREINAFTER TO BE KNOWN AS **THE LOCHS AT WATERS EDGE PLAT "E"**, AND THAT A SURVEY OF THE DESCRIBED TRACT OF LAND HAS BEEN COMPLETED BY ME IN ACCORDANCE WITH SECTION 17-23-17 AND THAT I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS SHOWN HEREON, I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE, WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

KENNETH E. BARNEY

DATE

BOUNDARY DESCRIPTION

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

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE N.89°25'01"E. ALONG SECTION LINE 204.82 FEET AND NORTH 1356.20 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.10°52'37"W. 48.00 FEET; THENCE N.79°07'23"E. 60.00 FEET; THENCE S.10°52'37"E. 48.00 FEET; THENCE S.79°07'23"W. 15.00 FEET; THENCE N.10°52'37"W. 2.00 FEET; THENCE S.79°07'23"W. 15.00 FEET; THENCE S.10°52'37"E. 2.00 FEET; THENCE S.79°07'23"W. 15.00 FEET; THENCE N.10°52'37"W. 2.00 FEET; THENCE S.79°07'23"W. 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,820 SQUARE FEET = 0.065 ACRES OF LAND.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE BOUNDARY DESCRIPTION HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS, AND DO HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT SHOWN AS PUBLIC UTILITY EASEMENTS ON AND WITHIN THIS PLAT FOR CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, STORM DRAINAGE, LAND DRAIN, AND WATER LINES APPURTENANCES TOGETHER WITH THE RIGHT-OF-WAY ACCESS THERETO. IN WITNESS WHEREOF: WE HAVE HERE UNTO SET OUR HANDS.

BEE REAL ESTATE VN LLC

BY: TRACY BIDDULPH, MEMBER

DATE

ACKNOWLEDGMENT

STATE OF UTAH } s.s.
COUNTY _____ }

ON THE _____ DAY OF _____, A.D. PERSONALLY APPEARED BEFORE ME, TRACY BIDDULPH WHO BEING DULY SWORN DID SAY THAT HE IS A MEMBER OF BEE REAL ESTATE VN, LLC A UTAH LIMITED LIABILITY COMPANY AND THAT HE EXECUTED THE FORGOING OWNERS' DEDICATION IN BEHALF OF SAID COMPANY AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN

FULL NAME SIGNATURE: _____

FULL NAME PRINT: _____

COMMISSION NO. : _____

EXPIRATION DATE: _____

A NOTARY PUBLIC COMMISSIONED _____

IN THE STATE OF _____

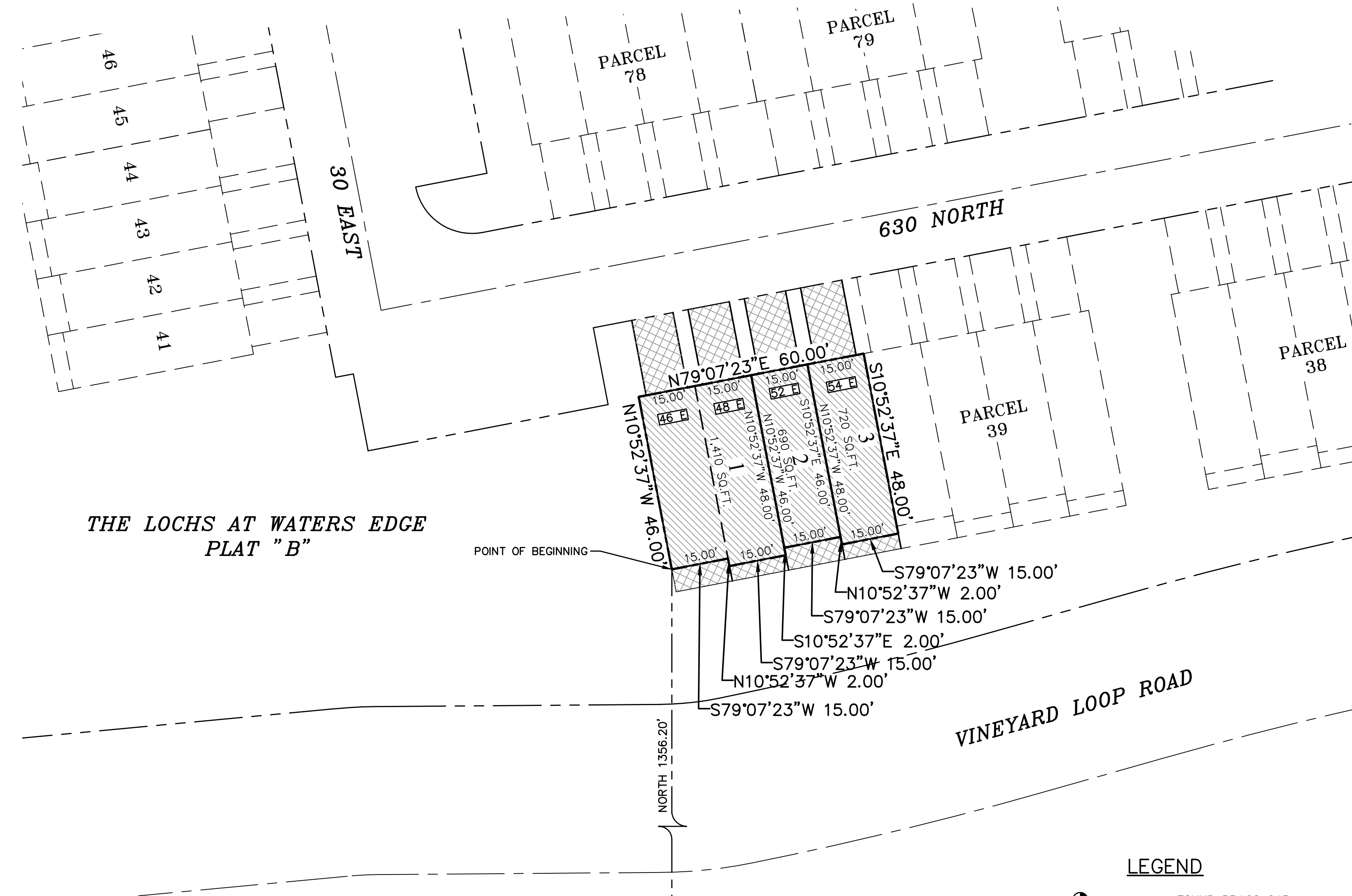
(STAMP NOT REQUIRED PER UTAH CODE 46-1-16 (6) IF THE ABOVE INFORMATION IS FILLED IN)

THE LOCHS AT WATERS EDGE PLAT "E"

A PLANNED UNIT DEVELOPMENT

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

VINEYARD SCALE: 1" = 20 FEET		UTAH COUNTY, UTAH SHEET 1 OF 1	
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL		CLERK-RECORDER SEAL



LEGEND

- FOUND BRASS CAP
- SET 5/8" IRON PIN
- CALCULATED POINT, NOT SET
- CALCULATED BUILDING CORNER
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- EXISTING BUILDING
- BUILDING TIE
- FUTURE PHASE
- PRIVATE OWNERSHIP
- LIMITED COMMON AREA

2 10 20 40 60
0 5

(24"x36")
SCALE 1" = 20'
(11"x17")
SCALE 1" = 40'

GENERAL NOTES:

1. THE PROJECT AREA HAS A SHALLOW GROUNDWATER TABLE. THEREFORE, NO BASEMENTS WILL BE ALLOWED.
2. HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PRIVATE STREETS INCLUDING REPAVING THE PRIVATE STREETS AFTER A LEAK OR BREAK IS REPAIRED.
3. PARKING SHALL BE PROHIBITED ON ALL STREETS AND ALLEYS.

FOUND BRASS CAP
SOUTHWEST CORNER SECTION 8
T.6S., R.2E., SLB&M

N 89°25'01" E 204.82'
SECTION LINE
N 89°25'01" E
BASIS OF BEARING

FOUND BRASS CAP 1989
SOUTH QUARTER SECTION 8
T.6S., R.2E., SLB&M

RESOLUTION 2021-14

A RESOLUTION OF THE CITY COUNCIL OF VINEYARD, UTAH APPROVING AND SETTING THE CERTIFIED PROPERTY TAX RATE FOR FISCAL YEAR 2021-2022

WHEREAS, it is required by the State pursuant to provisions of Section 10-5-112; Utah Code Annotated, that the Council, at a regular meeting or special meeting called for that purpose, shall by ordinance or resolution set the real and personal property tax levy for city purposes; and

WHEREAS, the City Council has reviewed the Certified Tax Rate Worksheets submitted to the Town by the County Auditor;

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

- Section 1. The City Council hereby approves and sets the Certified Tax Rate at .003329
- Section 2. This resolution shall take effect immediately upon passage.
- Section 3. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 23rd day of June 2021.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 23, 2021

Agenda Item: 9.5 Budget Amendment

Department: Finance

Presenter: Jacob McHargue, City Manager

Background/Discussion: As staff prepares to finish out Fiscal Year 2020-2021, we have prepared adjustments to the budget to reflect the actual revenues received and expenditure spent.

Most changes reflect small clerical adjustments. Adjustments of note are listed below:

- An increase in the public safety budget to pay for overtime and body cameras
- An increase in administrative costs for HR and Library related costs
- An increase in Financial Professional and Technical services for the CFSP
- An increase in the transfer from the General Fund to Capital Projects
- An increase to the TSSD Sewer Bill account

All changes made are reflected in the FY21 Final Budget Amendment worksheet.

Fiscal Impact: The increase to the General Fund budget is \$614,400. The General Fund budget with the proposed changes will be \$8,806,800.

Recommendation: Staff recommends approval of the FY2021 final budget adjustment as presented.

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

Attachments: Resolution and FY 2021 Final Budget Amendment worksheet

RESOLUTION NO. 2021-15

A RESOLUTION AMENDING THE VINEYARD CITY BUDGET FOR THE 2020-2021 FISCAL YEAR.

WHEREAS, the city of Vineyard has previously adopted a budget for the 2020-2021 fiscal year in accordance with the Utah Fiscal Procedures Act for cities; and

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

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

1. The attached exhibit A hereby adopted as the amended Fiscal Year 2020-2021 budget for the city of Vineyard.
2. This resolution shall take effect upon passing.

Passed and dated this 23rd day of June 2021.

Mayor Julie Fullmer

Attest:

Pamela Spencer, City Recorder

Vineyard City
Budgeting Worksheet
10 General Fund - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Taxes								
3110 PROPERTY TAXES	1,881,821	2,384,599	2,485,579	2,430,000	2,713,529	2,590,000	2,750,000	
3130 SALES TAXES	753,751	1,108,008	1,735,260	1,510,000	1,756,542	2,010,000	2,010,000	
3131 TRANSPORTATION TAX	0	0	127,717	135,000	163,033	188,000	188,000	
3132 RAP TAXES	0	0	30,876	0	112,439	131,000	131,000	
3138 FRANCHISE TAX	313,777	421,859	451,679	422,000	390,780	428,000	428,000	
Total Taxes	2,949,349	3,914,466	4,831,111	4,497,000	5,136,323	5,347,000	5,507,000	
Licenses and permits								
3210 BUSINESS LICENSES AND PERMITS	11,813	20,681	21,088	20,000	20,597	20,000	20,000	
3221 BUILDING PERMITS	1,559,100	909,973	1,058,300	750,000	1,219,122	850,000	1,200,000	
3710 FIRE INSPECTIONS & PLAN REVIEW FEES	0	0	17,620	15,000	29,818	15,000	30,000	
Total Licenses and permits	1,570,913	930,654	1,097,008	785,000	1,269,537	885,000	1,250,000	
Intergovernmental revenue								
3356 CLASS "C" ROAD FUND ALLOTMENT	157,673	269,816	352,236	340,000	320,785	340,000	340,000	
3360 GRANTS	42,904	41,230	7,798	8,000	779,143	396,300	396,300	
Total Intergovernmental revenue	200,577	311,046	360,034	348,000	1,099,928	736,300	736,300	
Charges for services								
3410 DEVELOPMENT FEES	449,236	319,747	350,588	275,000	328,046	350,600	330,000	
3510 SANITATION FEES	222,029	314,746	383,832	334,000	421,119	466,000	467,000	
3520 INSPECTION FEES	144,943	203,729	246,462	200,000	338,901	250,000	340,000	
3530 RECREATION FEES	0	47,220	65,091	78,000	103,656	79,500	100,000	
Total Charges for services	816,208	885,442	1,045,973	887,000	1,191,722	1,146,100	1,237,000	
Fines and forfeitures								
3531 FINES AND FORFEITURES	0	1,700	1,984	2,000	0	2,000	2,000	
Total Fines and forfeitures	0	1,700	1,984	2,000	0	2,000	2,000	
Interest								
3660 INTEREST EARNINGS	135,934	170,569	144,359	125,000	31,445	50,000	50,000	
Total Interest	135,934	170,569	144,359	125,000	31,445	50,000	50,000	
Miscellaneous revenue								
3532 CREDIT CARD FEES	0	0	0	0	183	0	0	
3620 RENTS AND CONCESSIONS	1,445	9,070	6,394	1,000	7,381	1,000	7,500	
3630 LIBRARY FEES	0	0	0	0	1,296	0	0	
3640 HISTORY BOOK	30	60	0	0	0	0	0	
3681 DONATIONS FROM PRIVATE SOURCES	4,088	24,373	28,801	25,000	16,676	25,000	17,000	
3690 SUNDRY REVENUES	14,808	7,676	706	0	3,043	0	0	
Total Miscellaneous revenue	20,371	41,179	35,901	26,000	28,579	26,000	24,500	
Contributions and transfers								
3826 TRANSFER FROM CAPITAL PROJECTS FUND	1,400,000	0	0	0	0	0	0	
Total Contributions and transfers	1,400,000	0	0	0	0	0	0	
Total Revenue:	7,093,352	6,255,056	7,516,370	6,670,000	8,757,534	8,192,400	8,806,800	
Expenditures:								

Vineyard City
Budgeting Worksheet
10 General Fund - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
General government								
Administrative								
4311 Admin SALARIES AND WAGES	365,029	471,977	499,697	480,000	455,697	480,000	495,000	
4313 Admin EMPLOYEE BENEFITS	79,112	91,544	88,689	123,000	100,016	89,000	109,000	
4321 Admin BOOKS/SUBSCRIPTIONS/MEMBERSHIP	10,797	10,401	10,230	11,500	13,699	11,700	15,700	
4322 Admin PUBLIC NOTICES	2,887	2,115	2,713	2,000	1,124	2,000	2,000	
4323 Admin TRAVEL	13,739	18,052	11,879	20,700	6,236	16,800	16,800	
4324 Admin OFFICE SUPPLIES AND EXPENSE	14,855	24,582	8,633	21,500	10,282	17,500	17,500	
4325 Admin EQUIPMENT-SUPPLIES & MAINT	41,164	226	0	0	0	0	0	
4326 Admin INFORMATION SYSTEMS	51,802	63,307	36,274	30,800	39,106	30,000	30,000	
4327 Admin UTILITIES	62,958	272,209	60,938	37,400	21,003	25,000	25,000	
4328 Admin ADMINISTRATIVE COSTS	26,983	19,282	24,824	29,800	71,132	57,300	84,100	
4331 Admin PROF & TECHNICAL SERVICES	0	0	0	0	240	0	0	
4333 Admin EDUCATION & TRAINING	11,136	10,215	5,716	11,400	6,969	9,900	9,900	
4342 Admin BANK CHARGES	13,218	14,090	14,264	15,300	14,738	15,300	15,300	
4349 Admin ELECTIONS	5,412	0	5,068	6,000	0	0	0	
4351 Admin INSURANCE AND SURETY BONDS	45,239	46,986	27,510	30,400	0	0	0	
4374 Admin Capital Outlay	2,750,197	0	0	0	0	0	0	
Total Administrative	3,494,528	1,044,986	796,435	819,800	740,242	754,500	820,300	
Non-Departmental								
5031 Prof & Tech Services GENERAL	0	0	5,000	6,000	13,000	15,000	15,000	
5031.1 Prof & Tech Services PLANNER	24,089	43,804	2,520	3,000	0	0	0	
5031.2 Prof & Tech Services ENGINEER	131,404	66,894	194,583	200,000	92,969	75,000	75,000	
5031.3 Prof & Tech Services FIN PLAN	0	0	8,475	35,000	6,250	6,300	6,300	
5031.4 Prof & Tech Services AUDITOR	8,000	8,000	8,000	15,000	8,750	15,000	15,000	
5032.0 Prof & Tech Services LEGAL	13,200	14,400	14,400	15,000	35,968	39,000	39,000	
5051.0 Prof & Tech Services LIBRARY REIM FEES	17,177	21,532	18,982	23,500	24,447	23,500	23,500	
Total Non-Departmental	193,870	154,630	251,960	297,500	181,384	173,800	173,800	
Buildings and grounds								
5125.0 Buildings & Grounds EQUIPMENT MAINT	14,562	13,121	0	0	0	0	0	
5126.0 Buildings & Grounds SUPPLIES & MAINT	15,614	34,653	0	0	0	0	0	
51740 Public Works Capital Outlay	42,134	44,213	0	0	0	0	0	
Total Buildings and grounds	72,310	91,987	0	0	0	0	0	
Inspections								
5311 Building SALARIES & WAGES	556,837	484,151	456,904	466,600	393,073	454,400	454,400	
5313 Building EMPLOYEE BENEFITS	128,942	90,512	94,084	135,400	97,437	125,200	125,200	
5321 Building BOOKS & MEMBERSHIPS	2,205	3,825	754	2,300	3,284	2,300	2,300	
5323 Building TRAVEL	5,670	7,459	9,052	7,200	2,365	7,200	7,200	
5324 Building EDUCATION & TRAINING	14,497	10,669	6,331	9,700	3,546	8,600	8,600	
5325 Building OFFICE SUPPLIES	7,567	5,418	559	9,900	1,391	4,900	4,900	
5326 Building EQUIPMENT & MAINT	1,245	3,373	418	2,000	2,812	2,000	2,000	
5327 Building CONTRACT LABOR	119,179	9,657	5,532	25,000	0	50,000	50,000	
Total Inspections	836,142	615,064	573,634	658,100	503,908	654,600	654,600	
Total General government	4,596,850	1,906,667	1,622,029	1,775,400	1,425,534	1,582,900	1,648,700	
Public safety								

Vineyard City
Budgeting Worksheet
10 General Fund - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Police								
5431.0 Police LAW ENFORCEMENT	533,113	870,820	1,171,822	1,227,600	1,254,224	1,511,600	1,531,600	
5431.1 Police FIRE SERVICES	626,966	846,403	1,151,909	1,141,200	1,164,040	1,269,900	1,269,900	
5431.2 Police DISPATCH	19,849	21,801	48,790	47,500	49,122	75,200	75,200	
Total Police	1,179,928	1,739,024	2,372,521	2,416,300	2,467,386	2,856,700	2,876,700	
Total Public safety	1,179,928	1,739,024	2,372,521	2,416,300	2,467,386	2,856,700	2,876,700	
Highways and public improvements								
Highways								
6011.0 Public Works SALARIES AND WAGES	139,337	138,543	129,258	131,000	140,815	175,000	175,000	
6013.0 Public Works EMPLOYEE BENEFITS	31,751	31,000	29,457	35,000	38,207	37,000	37,000	
6023.0 Public Works TRAVEL	3,054	2,525	3,620	3,000	7,113	7,800	7,800	
6024.0 Public Works EDUCATION & TRAINING	2,534	5,537	7,220	9,700	6,821	9,700	9,700	
6025.0 Public Works EQUIPMENT-SUPPLIES & MAIN	48,653	193,283	16,930	22,000	44,193	59,500	59,500	
6031.0 Streets PROF & TECHNICAL SERVICES	64,505	109,025	154,487	142,100	66,778	51,000	51,000	
6032.0 Public Works REPAIRS & MAINTENANCE	25,683	72,674	62,098	40,000	86,311	93,100	98,100	
Total Highways	315,517	552,587	403,070	382,800	390,238	433,100	438,100	
Sanitation								
5235.0 Sanitation SERVICES	167,768	259,683	322,770	322,100	378,285	442,500	454,800	
Total Sanitation	167,768	259,683	322,770	322,100	378,285	442,500	454,800	
Total Highways and public improvements	483,285	812,270	725,840	704,900	768,523	875,600	892,900	
Parks, recreation, and public property								
Recreation								
7211 Parks SALARIES AND WAGES	20,659	69,228	128,602	106,600	128,319	165,200	165,200	
7213 Parks EMPLOYEE BENEFITS	1,173	3,800	20,577	22,000	31,678	32,900	32,900	
7248.0 Parks DEPT SUPPLIES	8,938	73,339	17,859	18,000	22,582	31,000	31,000	
7260.0 Parks PROGRAM COSTS	11,036	25,722	34,002	29,800	52,610	56,300	56,300	
7270.0 Parks MAINTENANCE	88,826	257,577	294,429	264,500	286,765	354,500	354,500	
7276.0 YOUTH COUNCIL	19,591	40,517	17,816	26,500	16,510	31,500	31,500	
8211 Recreation SALARIES AND WAGES	0	0	30,051	65,900	69,401	69,400	69,400	
8213 Recreation EMPLOYEE BENEFITS	0	0	5,149	16,200	10,587	14,000	26,700	
Total Recreation	150,223	470,183	548,485	549,500	618,452	754,800	767,500	
Total Parks, recreation, and public property	150,223	470,183	548,485	549,500	618,452	754,800	767,500	
Transfers								
9505.0 TRANSFER TO CAPITAL PROJ FUND	256,211	1,882,732	1,032,000	944,400	0	1,762,200	2,249,600	
9515.0 TRANSFER TO INTERNAL SERVICE FUND	0	0	279,500	279,500	360,200	360,200	371,400	
Total Transfers	256,211	1,882,732	1,311,500	1,223,900	360,200	2,122,400	2,621,000	
Total Expenditures:	6,666,497	6,810,876	6,580,375	6,670,000	5,640,095	8,192,400	8,806,800	
Total Change In Net Position	426,855	(555,820)	935,995	0	3,117,439	0	0	

Vineyard City
Budgeting Worksheet
23 Impact Fees - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Interest								
3810.0 INTEREST EARNINGS - PUBLIC SAF	0	0	0	0	0	0	0	
3820.0 INTEREST EARNINGS - ROADWAY	38,363	88,108	71,320	6,000	4,817	6,000	6,000	
3840.0 INTEREST EARNINGS - STORM SYST	10	3	0	0	0	0	0	
Total Interest	38,373	88,111	71,320	6,000	4,817	6,000	6,000	
Miscellaneous revenue								
3110.0 PUBLIC SAFETY FACILITIES	0	3,586	0	0	0	0	0	
3120.0 ROADWAY FACILITIES	1,414,361	771,085	719,717	1,200,000	566,466	1,200,000	1,200,000	
3150.0 STORM & GROUND WATER FACILTIES	90,284	35,779	44,551	50,000	63,904	50,000	50,000	
3890 EXCESS BEG. FUND APPROPRIATION	0	0	0	2,461,400	0	2,461,400	2,461,400	
Total Miscellaneous revenue	1,504,645	810,450	764,268	3,711,400	630,370	3,711,400	3,711,400	
Total Revenue:	1,543,018	898,561	835,588	3,717,400	635,187	3,717,400	3,717,400	
Expenditures:								
Miscellaneous								
4061.0 ROADWAY FACILITIES	1,712,186	112,908	666,282	3,661,400	379,353	3,667,400	3,667,400	
4064.0 STORM & GROUND WATER FACILTIE	91,632	26,286	21,231	50,000	12,806	50,000	50,000	
Total Miscellaneous	1,803,818	139,194	687,513	3,711,400	392,159	3,717,400	3,717,400	
Total Expenditures:	1,803,818	139,194	687,513	3,711,400	392,159	3,717,400	3,717,400	
Total Change In Net Position	(260,800)	759,367	148,075	6,000	243,028	0	0	

Vineyard City
Budgeting Worksheet
49 Capital Projects - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers								
3010.0 TRANSFER FROM GENERAL FUND	256,211	1,882,732	557,000	250,000	0	1,762,200	1,762,200	
3890 EXCESS BEG. FUND APPROPRIATION	0	0	0	606,000	0	324,800	324,800	
Total Contributions and transfers	256,211	1,882,732	557,000	856,000	0	2,087,000	2,087,000	
Total Revenue:	256,211	1,882,732	557,000	856,000	0	2,087,000	2,087,000	
Expenditures:								
Miscellaneous								
4031.0 PROF & TECHINAL SERVICES	486	0	0	0	10,000	13,500	13,500	
4032.0 CONSTRUCTION	593,136	1,882,732	297,443	856,000	920,503	1,545,500	1,545,500	
Total Miscellaneous	593,622	1,882,732	297,443	856,000	930,503	1,559,000	1,559,000	
Transfers								
4094.0 TRANSFER TO GENERAL FUND	1,400,000	0	0	0	0	0	0	
4097.0 TRANSFER TO SEWER FUND	15,911	0	0	0	0	0	0	
4099.0 TRANSFER TO TRANSPORATION FUND	240,300	0	0	0	0	528,000	528,000	
Total Transfers	1,656,211	0	0	0	0	528,000	528,000	
Total Expenditures:	2,249,833	1,882,732	297,443	856,000	930,503	2,087,000	2,087,000	
Total Change In Net Position	(1,993,622)	0	259,557	0	(930,503)	0	0	

Vineyard City
Budgeting Worksheet
51 Water Fund - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
3710.0 WATER FEES	981,117	1,454,883	1,849,132	1,620,800	1,939,078	2,535,000	2,535,000	
3720.0 CONNECTION FEES	203,377	117,298	140,709	73,600	144,819	101,000	101,000	
3730.0 RECONNECTION FEES	0	0	0	500	0	0	0	
Total Operating income	1,184,494	1,572,181	1,989,841	1,694,900	2,083,897	2,636,000	2,636,000	
Operating expense								
4011.0 SALARIES AND WAGES	171,993	255,320	278,214	307,800	273,150	328,600	328,600	
4013.0 EMPLOYEE BENEFITS	30,428	51,666	57,213	109,100	69,906	106,500	106,500	
4021.0 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	680	86	314	2,100	525	2,100	2,100	
4023.0 TRAVEL	1,500	3,000	3,000	2,700	2,750	2,700	2,700	
4025.0 EQUIPMENT-SUPPLIES & MAINT	190,273	186,584	126,101	89,100	110,129	142,600	142,600	
4027.0 UTILITIES	13,069	53,592	75,194	30,500	34,531	48,000	48,000	
4031.0 PROF & TECHNICAL SERVICES	9,187	11,322	17,452	23,800	7,929	19,800	19,800	
4031.2 CUWD PROJECT WATER ALLOT FEE	5,323	5,323	5,323	30,000	0	10,000	10,000	
4031.3 OREM - FISCAL YEAR -WATER BILL	310,928	426,787	520,718	470,800	553,848	586,000	586,000	
4031.5 LINDON - WATER BILL	22,535	7,132	8,129	0	6,097	0	0	
4031.6 CUWCD - WATER BILL	365,949	393,568	412,138	357,000	308,213	527,400	527,400	
4035.0 EQUIPMENT LEASE	0	522	0	0	0	0	0	
4061.0 MISCELLANEOUS	0	0	0	100,000	0	100,000	100,000	
4067.0 DEPRECIATION	68,530	70,020	81,433	0	0	228,100	228,100	
Total Operating expense	1,190,395	1,464,922	1,585,229	1,522,900	1,367,078	2,101,800	2,101,800	
Total Income From Operations:	(5,901)	107,259	404,612	172,000	716,819	534,200	534,200	
Non-Operating Items:								
Non-operating income								
3760.0 IMPACT FEE-CULINARY & IRRIGATIO	422,904	236,765	332,861	122,200	366,577	122,200	122,200	
3770 ADMINISTRATIVE COSTS	250	0	0	0	0	0	0	
3810.0 INTEREST EARNINGS	4,695	8,625	6,139	5,000	3,840	5,000	5,000	
3820 BOND PROCEEDS	0	0	0	3,252,000	0	3,252,000	3,252,000	
3835 Developer Contributions	0	344,263	1,161,332	0	0	0	0	
3960.0 EXCESS BEG. FUND APPROPRIATION	0	0	0	1,721,385	0	1,721,385	1,721,385	
Total Non-operating income	427,849	589,653	1,500,332	5,100,585	370,417	5,100,585	5,100,585	
Non-operating expense								
4066.0 IMPACT FEE-CULINARY & IRRIGATI	0	0	0	4,973,700	0	4,973,700	4,973,700	
9515 TRANSFER TO INTERNAL SERVICE FUND	0	0	44,000	44,000	65,700	65,700	65,700	
Total Non-operating expense	0	0	44,000	5,017,700	65,700	5,039,400	5,039,400	
Total Non-Operating Items:	427,849	589,653	1,456,332	82,885	304,717	61,185	61,185	
Total Income or Expense	421,948	696,912	1,860,944	254,885	1,021,536	595,385	595,385	

Vineyard City
Budgeting Worksheet
52 Sewer Fund - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
3710.0 SEWER FEES	559,477	846,048	1,142,306	1,024,772	1,308,361	1,506,703	1,506,703	
Total Operating income	559,477	846,048	1,142,306	1,024,772	1,308,361	1,506,703	1,506,703	
Operating expense								
4011.0 SALARIES AND WAGES	91,841	146,181	189,693	200,100	188,216	233,400	233,400	
4013.0 EMPLOYEE BENEFITS	17,759	29,098	38,253	57,100	49,224	50,000	50,000	
4023.0 TRAVEL	0	61	0	900	0	2,900	2,900	
4025.0 EQUIPMENT-SUPPLIES & MAINT	64,924	58,523	25,818	39,300	6,186	49,300	49,300	
4027.0 UTILITIES	19,928	19,775	28,448	25,000	19,191	25,000	25,000	
4031.0 PROF & TECHNICAL SERVICES	0	0	0	10,000	0	2,500	2,500	
4031.1 LINDON - SEWER BILL	3,304	2,506	165,057	5,000	735	2,500	2,500	
4031.2 OREM - SEWER BILL	32,858	40,622	38,499	42,500	26,260	37,500	37,500	
4031.3 TSSD- SEWER BILL	285,069	371,491	439,126	420,000	504,349	480,000	600,000	
4067.0 DEPRECIATION	262,774	317,624	328,810	262,800	0	549,800	549,800	
Total Operating expense	778,457	985,881	1,253,704	1,062,700	794,161	1,432,900	1,552,900	
Total Income From Operations:	(218,980)	(139,833)	(111,398)	(37,928)	514,200	73,803	(46,197)	
Non-Operating Items:								
Non-operating income								
3760.0 IMPACT FEE-SEWER	529,206	373,343	398,202	334,700	112,728	334,700	334,700	
3769.0 TSSD IMPACT FEE	1,879	0	0	0	0	0	0	
3835 Developer Contributions	0	222,932	1,220,853	0	0	0	0	
3910 Transfer from general fund	15,911	0	0	0	0	0	0	
Total Non-operating income	546,996	596,275	1,619,055	334,700	112,728	334,700	334,700	
Non-operating expense								
9515 TRANSFER TO INTERNAL SERVICE FUND	0	0	69,500	69,500	88,700	88,700	90,700	
Total Non-operating expense	0	0	69,500	69,500	88,700	88,700	90,700	
Total Non-Operating Items:	546,996	596,275	1,549,555	265,200	24,028	246,000	244,000	
Total Income or Expense	328,016	456,442	1,438,157	227,272	538,228	319,803	197,803	

Vineyard City
Budgeting Worksheet
53 Storm Water Fund - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
3710 STORM WATER FEES	95,725	132,124	186,213	186,800	204,923	209,200	209,200	
3760 IMPACT FEE-STORM WATER	337	0	0	0	0	0	0	
Total Operating income	96,062	132,124	186,213	186,800	204,923	209,200	209,200	
Operating expense								
4011 SALARIES AND WAGES	65,880	79,325	94,367	107,500	90,237	115,700	115,700	
4013 EMPLOYEE BENEFITS	13,432	13,611	18,692	34,700	21,939	40,500	40,500	
4021 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	430	430	480	0	480	0	0	
4023 TRAVEL	0	0	0	2,000	1,188	1,500	1,500	
4025 EQUIPMENT-SUPPLIES & MAINT	3,441	18,240	12,687	16,500	8,336	10,000	10,000	
4067 DEPRECIATION	0	1,412	11,050	0	0	0	0	
Total Operating expense	83,183	113,018	137,276	160,700	122,180	167,700	167,700	
Total Income From Operations:	12,879	19,106	48,937	26,100	82,743	41,500	41,500	
Non-Operating Items:								
Non-operating income								
3835 Developer Contributions	0	288,667	1,233,011	0	0	0	0	
Total Non-operating income	0	288,667	1,233,011	0	0	0	0	
Non-operating expense								
9515 TRANSFER TO INTERNAL SERVICE FUND	0	0	38,500	38,500	44,100	44,100	45,100	
Total Non-operating expense	0	0	38,500	38,500	44,100	44,100	45,100	
Total Non-Operating Items:	0	288,667	1,194,511	38,500	44,100	44,100	45,100	
Total Income or Expense	12,879	307,773	1,243,448	(12,400)	38,643	(2,600)	(3,600)	

Vineyard City
Budgeting Worksheet
54 Transportation Utility Fund - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers								
3960.0 EXCESS BEG. FUND APPROPRIATION	0	0	0	0	0	17,800	17,800	
Total Contributions and transfers	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>17,800</u>	<u>17,800</u>	
Total Revenue:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>17,800</u>	<u>17,800</u>	
Total Change In Net Position	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>17,800</u>	<u>17,800</u>	
Income or Expense								
Income From Operations:								
Operating income								
3710 TRANSPORTATION UTILITY FEES	56,389	122,220	89,729	154,000	(84)	0	0	
Total Operating income	<u>56,389</u>	<u>122,220</u>	<u>89,729</u>	<u>154,000</u>	<u>(84)</u>	<u>0</u>	<u>0</u>	
Operating expense								
4011 SALARIES AND WAGES	4,997	16,143	29,582	68,900	55,000	71,800	71,800	
4013 EMPLOYEE BENEFITS	1,275	3,516	6,275	21,500	15,768	17,600	17,600	
4025 EQUIPMENT-SUPPLIES & MAINT	0	0	8,156	8,200	0	0	0	
4026 ROAD PROJECTS	0	0	11,899	0	0	0	0	
4027 UTILITIES	0	417	0	0	0	0	0	
4031 PROF & TECHNICAL SERVICES	144,385	207,705	113,605	330,000	250,788	385,000	385,000	
Total Operating expense	<u>150,657</u>	<u>227,781</u>	<u>169,517</u>	<u>428,600</u>	<u>321,556</u>	<u>474,400</u>	<u>474,400</u>	
Total Income From Operations:	<u>(94,268)</u>	<u>(105,561)</u>	<u>(79,788)</u>	<u>(274,600)</u>	<u>(321,640)</u>	<u>474,400</u>	<u>474,400</u>	
Non-Operating Items:								
Non-operating income								
3910 TRANSFER FROM GENERAL FUND	240,300	0	475,000	475,000	0	528,000	528,000	
Total Non-operating income	<u>240,300</u>	<u>0</u>	<u>475,000</u>	<u>475,000</u>	<u>0</u>	<u>528,000</u>	<u>528,000</u>	
Non-operating expense								
9515 TRANSFER TO INTERNAL SERVICE FUND	0	0	51,300	51,300	71,400	71,400	71,800	
Total Non-operating expense	<u>0</u>	<u>0</u>	<u>51,300</u>	<u>51,300</u>	<u>71,400</u>	<u>71,400</u>	<u>71,800</u>	
Total Non-Operating Items:	<u>240,300</u>	<u>0</u>	<u>423,700</u>	<u>423,700</u>	<u>71,400</u>	<u>456,600</u>	<u>456,200</u>	
Total Income or Expense	<u>146,032</u>	<u>(105,561)</u>	<u>343,912</u>	<u>149,100</u>	<u>(393,040)</u>	<u>(17,800)</u>	<u>(18,200)</u>	

Vineyard City
Budgeting Worksheet
61 Internal Service Fund - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers								
3810 TRANSFER FROM GENERAL FUND	0	0	279,500	279,500	360,200	360,200	371,400	
3811 TRANSFER FROM WATER FUND	0	0	44,000	44,000	65,700	65,700	68,100	
3812 TRANSFER FROM SEWER FUND	0	0	69,500	69,500	88,700	88,700	90,700	
3813 TRANSFER FROM STORM WATER FUND	0	0	38,500	38,500	44,100	44,100	45,100	
3814 TRANSFER FROM TRANSPORTATION FUND	0	0	51,300	51,300	71,400	71,400	71,800	
3815 TRANSFER FROM RDA FUND	0	0	25,000	25,000	40,100	40,100	42,100	
Total Contributions and transfers	0	0	507,800	507,800	670,200	670,200	689,200	
Total Revenue:	0	0	507,800	507,800	670,200	670,200	689,200	
Expenditures:								
Internal Service								
Fleet								
4725 VEHICLE MAINTENANCE	0	0	5,667	4,700	9,038	8,700	8,700	
4726 VEHICLE REPAIR	0	0	5,285	6,600	735	3,000	3,000	
4727 FUEL	0	0	26,203	24,000	30,398	32,000	32,000	
4761 FLEET MISCELLANEOUS	0	0	2,736	5,500	4,205	2,500	4,500	
4774 FLEET CAPITAL OUTLAY	0	0	0	90,000	52,525	99,000	99,000	
4781 FLEET LEASE PAYMENTS	0	38,313	86,682	124,100	133,176	171,900	171,900	
Total Fleet	0	38,313	126,573	254,900	230,077	317,100	319,100	
Facilities Maintenance								
4625 JANITORIAL SERVICE AND SUPPLIES	0	0	9,479	8,800	9,168	8,800	10,300	
4626 FACILITIES SUPPLIES & MAINTENANCE	0	1,210	3,093	5,000	15,343	12,500	16,500	
4627.0 FACILITIES UTILITIES	0	0	56,330	28,000	41,290	39,500	46,000	
4661 FACILITIES INFORMATION SYSTEMS	0	0	66,978	97,200	75,695	88,400	88,400	
4674 FACILITIES CAPITAL OUTLAY	0	0	0	0	36,125	0	0	
Total Facilities Maintenance	0	1,210	135,880	139,000	177,621	149,200	161,200	
Total Internal Service	0	39,523	262,453	393,900	407,698	466,300	480,300	
Miscellaneous								
4011.0 SALARIES AND WAGES	0	0	6,733	47,100	75,403	83,500	83,500	
4013 EMPLOYEE BENEFITS	0	0	1,346	2,700	16,077	20,900	20,900	
4351 INSURANCE	0	0	26,569	24,300	59,996	59,700	64,700	
4867 DEPRECIATION	0	0	11,246	39,800	0	39,800	39,800	
Total Miscellaneous	0	0	45,894	113,900	151,476	203,900	208,900	
Total Expenditures:	0	39,523	308,347	507,800	559,174	670,200	689,200	
Total Change In Net Position	0	(39,523)	199,453	0	111,026	0	0	

Vineyard City
Budgeting Worksheet
91 General Fixed Assets - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Actual</u>	<u>2020 Budget</u>	<u>2021 Actual</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Worksheet Notes</u>
Change In Net Position								
Expenditures:								
Miscellaneous								
4100 Depn exp general government	537,658	0	0	0	0	0	0	
4400 Depn exp highway and public works	732,906	0	0	0	0	0	0	
4500 Depn exp parks and recreation	20,557	0	0	0	0	0	0	
Total Miscellaneous	<u>1,291,121</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Total Expenditures:	<u>1,291,121</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Total Change In Net Position	<u>(1,291,121)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

Vineyard City
Budgeting Worksheet
95 Governmental Long-term Liabilities - 07/01/2020 to 06/09/2021
100.00% of the fiscal year has expired

	2018 Actual	2019 Actual	2020 Actual	2020 Budget	2021 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Expenditures:								
Miscellaneous								
4101 Pension expense	43,087	76,127	75,104	0	0	0	0	
Total Miscellaneous	43,087	76,127	75,104	0	0	0	0	
Total Expenditures:	43,087	76,127	75,104	0	0	0	0	
Total Change In Net Position	(43,087)	(76,127)	(75,104)	0	0	0	0	



Community Development

Date: June 23, 2021
From: Morgan Brim, Community Development Director
To: City Council
Item: 9.6 Public Hearing and Consideration of Ordinance 2021-03 to amend ADU standards to Align with State Code Amendments H.B. 82
Applicant: City Initiated

OVERVIEW:

This text amendment proposes changes to VZC 15.34.060 Accessory Dwelling Units to align with recent amendments to Utah State Code under H.B. 82. Due to the current housing market the State of Utah has seen a dramatic increase in the cost of housing and availability of housing stock. The state passed H.B. 82 to remove, in part, local regulations prohibiting the inclusion of accessory dwelling units.

Vineyard City's current accessory dwelling unit code closely matches new state code requirements, however, minor changes to our ordinance are needed to fully align with H.B. 82. These changes are included in the attached proposed ordinance and summarized below:

- Removal of exterior and interior access requirements and adding a provision indicating ADU access meet pertinent fire and building codes.
- Removal of provisions prohibiting the conversion of garage space to an ADU.
- Removal of requirement for home owner to live in the principle unit. Home owner must live in the home but may domicile in either unit.
- Removal of ADU square footage limitation and total home percentage thresholds.
- Removal of requirement for two spaces to be designated toward the ADU. Homes with an ADU shall have five parking spaces which is one space more than required for a single-family home. H.B. 82 only allows localities to require one additional space for an ADU than required for a single-family home.

RECOMMENDATION:

Staff and the Planning Commission recommends approval of proposed Ordinance 2021-03 Accessory Dwelling Units. The Planning Commission held a public hearing on June 16, 2021. No members of the public spoke.

PROPOSED MOTION:

"I move to approve Ordinance 2021-03 Accessory Dwelling Units."

Attachments:

Proposed Ordinance 2021-03

**VINEYARD
ORDINANCE 2021-03**

**AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE
VINEYARD ZONING ORDINANCE TITLE 15 SECTION 15.34.060 ACCESSORY
DWELLING UNITS TO ALIGN CITY STANDARDS WITH RECENT UTAH STATE
CODE UPDATES H.B. 82 TO AMEND PARKING REQUIREMENTS, ACCESSORY
DWELLING UNIT ACCESS, AND FLOOR AREA REQUIREMENTS AND
AMENDING LOCATION REQUIREMENTS; PROVIDING A REPEALER
CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING
FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Title 10, Chapter 9a Municipal Land Use, Development, and Management Act of Utah Municipal Code, permits Vineyard to ensure the health, safety, and welfare of the community through local land use planning and the adoption of land use ordinances; and

WHEREAS, Vineyard is authorized to amend the City's Zoning Ordinance pursuant to Utah Municipal Code Section 10-9a-102(2); and

WHEREAS, the Planning Commission held a public hearing on June 16, 2021, and after fully considering public comment and staff recommendations recommended approval to the Vineyard City Council; and

WHEREAS, the Vineyard City Council, having reviewed the proposed text amendments, held a public hearing on June 23, 2021; and

WHEREAS, the Vineyard City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed text amendments to the Zoning Ordinance.

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

SECTION 1: **AMENDMENT** “15.34.060 Accessory Dwelling Units” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34.060 Accessory Dwelling Units

Purpose: The purpose of the accessory dwelling unit ordinance is to promote areas in the city to accommodate an expanding population, establish regulations to address the health, safety and welfare of the community, to provide flexibility for changes in household size associated with life cycle and to enable a level of financial security for home owners.

1. **Location:** Accessory dwelling units are allowed as an accessory use to a single-family detached residence and are limited to the following development configurations:
 - a. Over a detached garage, provided the parking within the garage is not eliminated or converted to living space, stairs or otherwise disrupts required parking;
 - b. Within ~~a the home through~~ provided access to the accessory dwelling unit shall meet all applicable fire and building codes. Mobile homes, travel trailers, boats, or similar recreational vehicles shall not be used as an accessory dwelling unit.
~~an internal conversion of the housing unit maintaining an internal connection between living areas; or~~
 - c. ~~An addition to the home, containing an internal connection between the accessory dwelling unit and the principal part of the dwelling unit; provided, that the addition will not alter the single-family character of the structure.~~
2. **Minimum lot size:** A minimum lot size of five thousand two hundred (5,200) square feet is required for homes containing an accessory dwelling unit.
3. **External appearance:** The accessory dwelling unit shall not alter the appearance of the structure as a single-family residence. There shall be no external evidence of occupancy by more than one (1) family, such as two (2) front doors. The architectural style, building materials and building colors of an accessory dwelling unit shall be compatible and consistent with the architectural style, materials, and color of the primary building. ~~Mobile homes, travel trailers, boats, or similar recreational vehicles shall not be used as an accessory dwelling unit.~~
4. **Sale of principle dwelling:** An accessory dwelling unit shall not be sold separately from the sale of the principle ~~building~~ dwelling located on the same lot.
5. **Owner occupied:** The ~~home containing the accessory dwelling unit shall be the principle dwelling of the property shall be the~~ primary residence of the property owner.
6. **Number of units:** A maximum of one (1) accessory dwelling unit may be established as a secondary use to a detached single-family dwelling.
7. ~~**Unit size:** Accessory dwelling units shall not exceed the lesser of 50% of the size of the principle dwelling unit or 1,200 square feet. In no case shall the accessory dwelling unit contain habitable square footage less than 300 square feet.~~
8. **Dimensional standards:** Accessory dwelling units shall comply with required building height, setbacks and all applicable dimensional standards listed in VZC 15.64 Table of Uses and Development Standards for attached or detached accessory buildings.
9. **Utilities:** An accessory dwelling unit shall be connected to, and served by, the same water, sewer, electrical, and gas meters that serve the primary building. No separate utility lines, connections, or meters shall be allowed for an accessory dwelling unit.
10. **Parking:** A single-family dwelling with an accessory dwelling unit shall provide a

minimum of five (5) onsite parking spaces located on a paved surface or approved driveway. ~~A minimum of two (2) onsite parking spaces shall be designated for the use of those residing in the accessory dwelling unit. The number of onsite parking spaces shall not be less than the number of vehicles maintained on the property.~~ Only driveways or parking pads containing a minimum length of eighteen feet (18') may be counted toward required onsite parking. The minimum length of a driveway counting toward onsite parking shall not include any land associated with street rights-of-way, sidewalks or public property/access. All onsite parking spaces shall contain a minimum width of eight feet (8'). Property owner parking shall not be parked tandem with tenant parking and tenant parking shall not be parked tandem with owner parking. The area dedicated to onsite parking and driveway surfaces shall be limited in compliance with VZC Section 15.38.030(2)(b).

11. **Addresses:** The single-family dwelling and accessory dwelling unit shall have unique addresses.
12. **Entrance:** Entrances and access to the accessory dwelling unit shall meet applicable building and fire codes. ~~The exterior entrance to the accessory apartment shall be on the side or rear of the building and shall enter directly into the accessory dwelling unit. The interior entrance to the accessory dwelling unit shall be from within the principle dwelling unit.~~ Only one (1) front entrance shall be visible from the front yard.
13. **Application:** An accessory dwelling unit application may only be approved if the property meets the standards listed in this section. An accessory dwelling unit shall not be authorized on a property that has outstanding ordinance violations or unpaid taxes.
14. **Business License:** All Accessory Dwelling Units shall maintain a Vineyard City Business License to be renewed biennially, subject to property inspection for code compliance by a Vineyard City staff member.
15. **Compliance with adopted codes:** Accessory dwelling units shall meet all requirements of the adopted Building Code and other applicable city ordinances and regulations.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder
Vineyard

Community Development

Date: June 23, 2021
From: Briam Amaya Perez, Planner II
To: City Council
Item: 9.7 Preliminary and Final Plat
Address: 371 E 1600 N, Vineyard, Utah, 84059
Applicant: 4Life Properties, LLC
Owner: Nate Buhler



ANALYSIS

The applicant, 4Life Properties LLC, is requesting approval of a preliminary plat and final plat. The applicant is proposing to consolidate adjoining Lot 15 and a portion of 'Parcel A' (owned by Vineyard Properties of Utah LLC) of the Eastlake at Geneva Industrial Park to facilitate expansion of the 4Life building currently on Lot 16. Lot 15 and Parcel A are currently vacant, unimproved lots. Combined, this consolidated parcel will measure 225,815 SF (5.18 acres). All parcels involved in this project are zoned for Flex Office Industrial (FOI) which is intended to provide an area in the city to foster economic development, establish employment centers and provide flexible development standards to accommodate business expansion. Land uses in the FOI District will be concentrated in information technology, pharmaceuticals, light manufacturing, biotechnology, light industrial and business development and will primarily be contained within quality structures and limit external impacts to surrounding properties.

This project will include a 57,163 SF (1.312 acres) addition to the existing 4Life manufacturing and distribution facility which was constructed in 2015. The existing facility measures 47,939 SF (1.1 acres). The addition would contain nearly identical functionality as the existing space, allowing expansion of

4Life's current manufacturing process. The building will provide the following uses occurring both on the main level and a smaller second floor level.

~875 SF / Office

~19,323 SF / Manufacturing

~65,768 SF / Warehouse

The exterior design of the building and site will integrate seamlessly with the existing building. Building materials, color schemes, and site improvements will match those found on the existing building with little to no variation or delineation. No new truck dock doors will occur. Only parking for employees will be added.

STAFF RECOMMENDATION

Staff and Planning Commission are recommending approval of the preliminary plat and final plat with the conditions listed below.

CONDITIONS

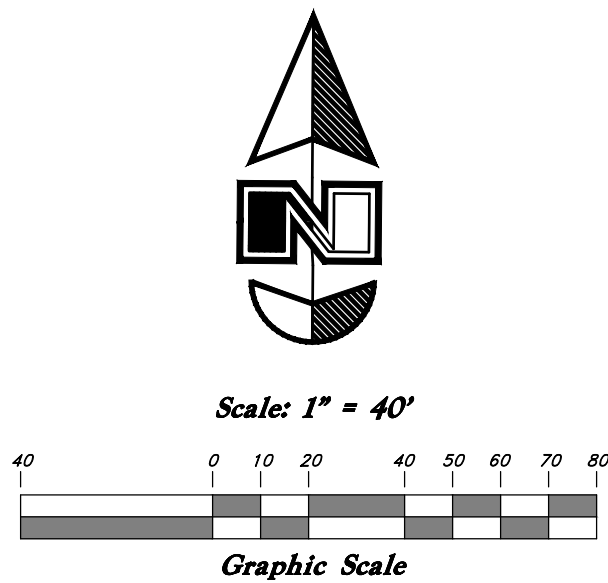
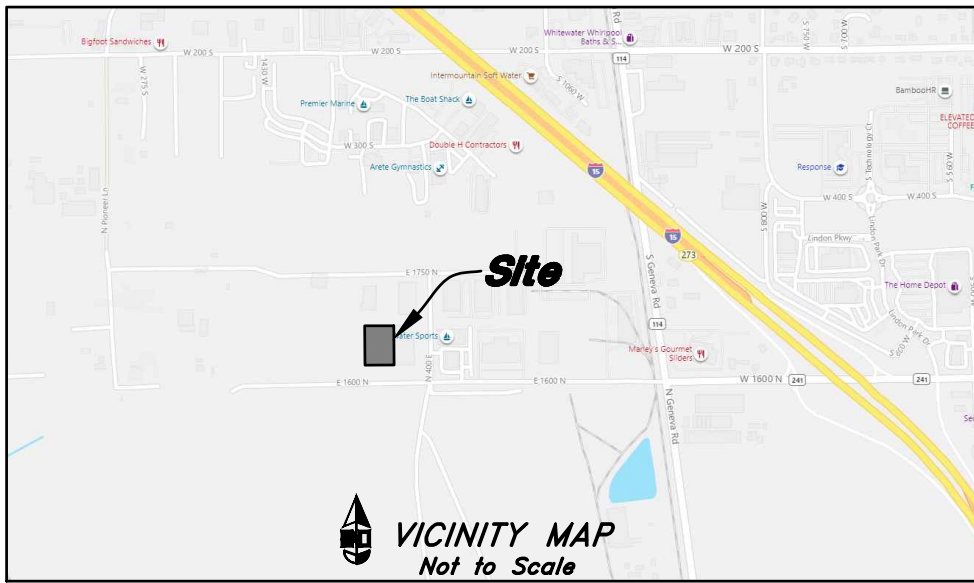
1. The applicant must submit preliminary and final plat documents that meet all the requirements of the Vineyard Subdivision Code. This must be done before printing the mylar for recording.
2. The applicant pays any outstanding fees and makes any redline corrections.
3. The applicant is subject to all federal, state, and local laws.

PROPOSED MOTION

"I move to approve the preliminary and final plats as requested by 4Life Properties LLC with the proposed conditions."

ATTACHMENTS

Plat



4Life Subdivision

A part of the Northeast Quarter of Section 5, T6S, R2E, SLB&M
Vineyard City, Utah County, Utah
May 2021

SURVEYOR'S CERTIFICATE
I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold Certificate No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described hereon in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this plat of 4Life Subdivision, in Utah County, Utah and that it has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Utah County Recorder's Office.

Signed this _____ day of _____, 2021.

6242920
License No.

Andy Hubbard

OWNER'S DEDICATION

We, the undersigned owners of the hereon described tract of land, hereby set apart and subdivide the same into lots and public right of way as shown on this plat, and name said tract 4Life Subdivision and hereby dedicate, grant and convey to Vineyard City, Utah County, Utah, all those parts or portions of said tract of land designated as Streets, the same to be used as public thoroughfares forever, and also dedicate to Vineyard City those certain strips as non-exclusive public utility easements for public utility and drainage purposes as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage, as may be authorized by Vineyard City.

Signed this _____ day of _____, 2021.

4Life Properties

State of _____ } ss
County of _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Residing At: _____ A Notary Public commissioned in Utah

Commission Number: _____

Commission Expires: _____ Print Name

BOUNDARY DESCRIPTION

All of Lot 15, 16, and a portion of Parcel A, Eastlake at Geneva Business Park Phase 1 Amended, being more particularly described as follows:

A part of the Northeast Quarter of Section 5, Township 6 South, Range 2 East, Salt Lake Base & Meridian U.S. Survey.

Beginning at a point being North 89°21'41" East 2003.06 feet, South 2267.68 feet, East 35.43 feet, and North 0°20'45" West 64.90 from the Northwest Corner of Section 5, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence East 534.54 feet to the Northeast corner of said Lot 16; thence South along the East line of said Lot 16 397.25 feet to a point on a 25.00 foot radius curve to the right; thence Southwesterly along said curve a distance of 39.12 feet (Central angle equals 89°39'15", Long Chord bears South 44°49'38" West 35.25 feet); thence South 89°39'15" West 507.14 feet to the Southwest corner of said lot 15; thence North 0°20'45" West along the west line of said lot 15 425.32 feet to the point of beginning.

Contains 225,815 Sq. ft or 5.184 Acres.

NARRATIVE

This Subdivision Plat was requested by Jesse Allen with GSBS Architects, on the parcels shown here on.

Basis of Bearing is North 00°44'54" West measured between the West Quarter and the Northwest corner of Section 5, Township 6 South, Range 2 East, Salt Lake Base and Meridian U.S. Survey.

See R.O.S. filing # _____ in Utah County Surveyors office for boundary placement details

Property corners were monumented as depicted on this drawing.

400 East Street

TENTATIVE FINAL

COUNTY RECORDER

ENTRY NO. _____ FEE PAID
FILED FOR RECORD AND
RECORDED _____ AT
IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____, RECORDED
FOR _____

COUNTY RECORDER

BY: _____ DEPUTY

SURVEYOR:
Great Basin Engineering, Inc.
c/o Andy Hubbard
5746 South 1475 East Suite 200
Ogden, Utah 84405
(801) 394-4515

Legend

- Section Corner Monument
- Monument to be set (Rad.) Radial Line (N/R) Non-Radial Line
- PUE Public Utility Easement
- PU&DE Public Utility & Drainage Easement
- Buildable Area
- Fence
- Set Hub & Tack
- A Nail will be set in Curb @ Extension of Property
- Set 5/8"x 24" Long Rebar & Cap w/ Lathe

NOTE

- 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown.

West Quarter Corner
Section 5, T6S, R2E,
SLB&M, U.S. Survey
(Found Section
Monument)

ENGINEER'S APPROVAL

Approved by the Vineyard City Engineer
on this _____ day of _____, 2021.

Signature

PLANNING COMMISSION APPROVAL

Reviewed by the Vineyard City Planning
and Zoning Commission on the _____ day
of _____, 2021.

Chairperson

CITY ATTORNEY'S APPROVAL

Approved by the Vineyard City Attorney
on this _____ day of _____, 2021.

Signature

CITY MAYOR'S APPROVAL

Approved by the Vineyard City Mayor
on this _____ day of _____, 2021.

Signature

GREAT BASIN ENGINEERING
5746 SOUTH 1475 EAST OGDEN, UTAH 84405
MAIN (801) 394-4515 SLD (801) 521-0222 FAX (801) 392-7544
WWW.GREATBASINENGINEERING.COM

**VINEYARD
ORDINANCE 2021-04**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING THE
VINEYARD MUNICIPAL CODE 8.08.010(C)(2)(P)(8) DECLARATION OF A
NUISANCE**

WHEREAS, the Vineyard City Council has the authority under Utah Code 10-3 to amend the municipal code; and

WHEREAS, the City Council has determined that it is in the best interest of construction workers for their health and safety to amend the noise ordinance to allow for construction work to begin at 6:00 am in June and July and in extreme heat conditions; and

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

SECTION 1: **AMENDMENT** “8.08.010 Nuisances Generally” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

8.08.010 Nuisances Generally

- A. **NUISANCES DEFINED.** Whatever is dangerous to human life or health and whatever renders soil, air, water, or food impure or unwholesome is declared to be a nuisance and unlawful. It shall be unlawful for any person either as an owner, agent, or occupant to create, or aid in creating or contributing to or maintaining a nuisance.
- B. **AUTHOR OF NUISANCE DEFINED.** Where a nuisance exists upon property and is the outgrowth of the usual, natural, or necessary use of the property, the landlord or his agent, the tenant or his agent, and all other persons having control of the property on which such nuisance exists shall be deemed to be the authors thereof and shall be equally liable and responsible. Where any such nuisance shall arise from the unusual or unnecessary use of such property or from the business thereon conducted, then the occupants and all other persons contributing to the continuance of such nuisance shall be deemed the authors.
- C. **DECLARATION OF NUISANCE**
 - 1. Every act or condition made, permitted, allowed or continued in violation of Part A above, is hereby declared to be a nuisance and may be abated and punished as hereinafter provided.
 - 2. Nuisances include:
 - a. Befouling water in any spring, stream, well, or water source supplying water for culinary purposes.
 - b. Allowing any privy, vault or cesspool or other individual waste water

disposal system to become a menace to health or a source of odors to air or water.

- c. Permitting any garbage container to remain on premises when it has become unclean and offensive.
- d. Allowing vegetable waste, garbage, litter, filth or refuse of any nature to accumulate within or upon any private alley, yard or area except when it is temporarily deposited for immediate removal.
- e. Permitting the accumulation of manure in any stable, stall, corral, feed yard, yard, or in any other building or area in which any animals are kept.
- f. Permitting any slaughter house, market, meat shop, stable, feed yard, or other place or building wherein any animals are slaughtered, kept, fed, or sold to remain unclean or in any state or condition detrimental to health or creating a nuisance because of odors, or in which flies or rodents breed.
- g. Discharging or placing any offensive water, liquid waste, or refuse of any kind into any street, alley, sidewalk, gutter, stream, wash, natural water course, ditch, canal, or any vacant lot or which as the result of continued discharge will render the place of discharge offensive or likely to become so.
- h. Keeping or collecting any stale or putrid grease or other offensive matter.
- i. Having or permitting upon any premises any fly or mosquito-producing condition.
- j. Keeping any drinking vessel for public use without providing a method of decontamination between uses.
- k. Permitting or performing any ablutions in or near any public drinking fountain.
- l. Failing to furnish any dwelling house, boarding house, or factory or other place of employment with such privy vaults, water closets, sinks or other facilities as may be required to maintain the same in sanitary condition.
- m. Neglecting or refusing to discontinue use of, clean out, disinfect, and fill up all privy vaults and cesspools or other individual waste water disposal systems within 20 days after notice from an enforcement officer or official of the municipality.
- n. Permitting any lot or excavation to become the repository of stagnant water or any decaying or offensive substances.
- o. Obstructing or tending to obstruct or interfere with or render dangerous for passage any street or sidewalks, lake, stream, drainage, canal or basin, or any public park without first obtaining the written permission of the City Council.
- p. Activities that result in a noise level that exceeds 55 decibels (dBA) (One hour equivalent A-weighted noise level) between 7:00 a.m. and

10:30 p.m. (daytime) and 50 decibels between 10:30 p.m. and 7:00 a.m. (nighttime) in any residential zone of the City at one or more locations outside the property boundary where the source of the noise is located; activities that result in a noise level that exceeds 65 decibels (dBA) (One hour equivalent A-weighted noise level) between 7:00 a.m. and 10:30 p.m. (daytime) and 65 decibels between 10:30 p.m. and 7:00 a.m. (nighttime) in any commercial, public use and recreational zone of the City at one or more locations outside the property boundary where the source of the noise is located; and activities that result in a noise level that exceeds 80 decibels (dBA) (One hour equivalent A-weighted noise level) between 7:00 a.m. and 10:30 p.m. (daytime) and 80 decibels between 10:30 p.m. and 7:00 a.m. (nighttime) in any industrial zone of the City at one or more locations outside the property boundary where the source of the noise is located. Except that the following shall not be considered nuisances and these prohibitions shall not apply to the following uses and activities:

- (1) Sounds of safety signals, warning devices, and emergency pressure relief valves.
- (2) Sounds resulting from any authorized emergency vehicle when responding to an emergency call or in time of emergency.
- (3) Noises resulting from emergency work.
- (4) Loudspeakers or other sound amplification devices operated by a peace officer or member of the Fire Department in the performance of official duties.
- (5) Any other noise resulting from activities. of a temporary duration permitted by law.
- (6) Noise from an exterior alarm system of any building or vehicle provided such alarm shall terminate its operation within five minutes of its activation.
- (7) Noise from construction equipment provided all motorized equipment used in such activity is equipped with functioning mufflers.
- (8) Noise from industrial power tools, when operated between 7:00 AM 10:30 p.m. Except June and July and in extreme heat conditions, work may begin at 6:00 am. Extreme heat conditions would include temperatures over 95 degrees. Industrial power tools shall not include lawn mowers or other motorized landscaping tools.

D. THE ENUMERATION OF NUISANCES. The types of nuisances above stated shall be deemed in addition to and in no way a limitation of the nuisances subject to this title.

E. TOILET OR SEWER FACILITIES. All toilet or sewer facilities shall be constructed and maintained in accordance with the ordinances of the municipality. All such

facilities that do not comply with such provisions are hereby declared to be a nuisance and are subject to abatement as herein prescribed.

F. RESTRICTIONS ON BLOCKING WATER

1. It shall be unlawful for any person or persons to permit any drainage system, canal, ditch, conduit or other water course of any kind or nature, natural or artificial, to become so obstructed as to cause the water to back up and overflow there from, or to become unsanitary.
2. Maintenance of any such water course in such condition shall constitute a nuisance and the same shall be subject to abatement.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL OCTOBER 10, 2018.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____
Nathan Riley	_____	_____	_____	_____

Presiding Officer

Attest

Pamela Doreen Spencer, Mayor,
Vineyard

Pamela Spencer, City Recorder
Vineyard



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 23, 2021

Agenda Item: 9.9 UVHBA lease agreement

Department: Admin

Presenter: Jacob McHargue

Background/Discussion: The city has continued to outgrow the current building and needs some additional professional office space. We approached the Utah Valley Homebuilders Association about leasing the office space that they have available in their building. This would give us the additional space we need now with room to grow. It would buy us enough time to get the new city building in the downtown designed and constructed. The lease agreement is for 5 years, one of the discussions we have had with them was adding some language to allow the city to sublease the property if we have our city building constructed prior to the end of the term. They are willing to adjust the language to allow that flexibility.

Fiscal Impact: The Rent and CAM charges are \$7,300 per month or \$87,000 for the first year. This will be split between funds as the building will be utilized by multiple departments.

Recommendation: Staff Recommendation is to approve the lease agreement with the UVHBA with the additional language to allow flexibility to sublease the space in the event the new city building is constructed prior to the end of the term of the lease agreement.

Sample Motion:

I move to approve the lease agreement with UVHBA and allow the mayor to sign the agreement

Attachments:

Lease agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "Lease") is made and entered into as of the **9th day of June, 2021**, by and between **Utah Valley Home Builders Association** whose address is: **707 East Mill Road, Unit #201 Vineyard, UT 84059** (hereinafter "Landlord"); and **Vineyard City** whose address is: **125 South Main Street, Vineyard, UT 84059** (hereinafter "Tenant").

WITNESETH:

In consideration of the rents, covenants and agreements here set forth, Landlord and Tenant mutually agree as follows:

ARTICLE I: PREMISES

Landlord hereby leases and demises to Tenant and Tenant hereby leases from Landlord that certain real property located in Utah County, State of Utah and more particularly described as a professional office, Suite #202 at: 707 East Mill Road, Vineyard, Utah 84059, together with all improvements now or hereafter located thereon and affixed thereto (hereinafter collectively "Improvements"), and any and all privileges, easements, and appurtenances belonging thereto or granted herein. The Property and the Improvements are hereinafter collectively referred to as the "Premises". The Premises shall have an approximate rentable square footage of Three Thousand Three Hundred Thirteen (3,313) total rentable square feet.

ARTICLE II: TERM

2.1 **Term of Lease.** This lease shall be for a term of Sixty (60) months commencing the sooner of five (5) days after Tenant is given possession of the property (Provision 2.2 below) or the first day that Tenant opens for business (hereinafter the "Commencement Date") and ending at 12:00 p.m. Sixty (60) months after the month end following the Commencement Date, unless sooner terminated pursuant to the terms and covenants of this Lease or pursuant to the Law. In the event that the Commencement date does not fall on the first day of a month, the first month Base Rent and CAM Fees will be prorated, and the Sixty (60) month term will commence following the initial prorated month.

2.2 **Delivery of Possession.** Tenant acknowledges that Landlord will deliver the space to Tenant, estimated to be on or before sixty (60) days after a building permit is obtained from Vineyard City for the construction of Tenant's Improvements.

2.3 **Option to Renew Term.** Tenant shall have an option to renew this Lease Agreement for an additional five (5) year Term of Lease. Tenant shall notify Landlord in writing at least Ninety (90) days prior to the expiration of the initial Term of Lease of Tenant's desire to exercise the Option to Renew. The Monthly Base Rent for the Option Term shall be the then market rent as negotiated by Landlord and Tenant. All other provisions in this Lease Agreement shall remain unchanged.

ARTICLE III: RENT

3.1 Payment of Monthly Base Rent. As Monthly Base Rent for the Premises, Tenant shall pay to Landlord, in advance on or before the first day of each calendar month during the term of this Lease, an amount equal to the "Monthly Base Rent" as defined in Section 3.2.

3.2 Monthly Base Rent. The "Monthly Base Rent" payable during each Lease Year shall be determined in accordance with Exhibit A. The Base Rent increases 3% each and every year of the lease after the first year for the base term of sixty (60) months as reflected in Exhibit A.

ARTICLE IV: LATE CHARGES AND INTEREST

If Tenant fails to pay any Monthly Base Rent when such Monthly Base Rent is due and payable in accordance with Article III of this Lease or if Tenant fails to pay any additional amounts or charges of any character which are payable under this Lease, Landlord, at Landlord's election, may assess and collect a late fee charge equal to ten percent (10 %) of each payment of rent or additional amounts not received within five (5) days from the date such rent payment is due.

Furthermore, and in addition to any late charges payable pursuant to the provisions of this Article, to the extent that any payment of Monthly Base Rent or any other amount payable to Landlord by Tenant pursuant to any provision of this Lease is more than thirty (30) days past due, Tenant shall pay Landlord interest at the rate of eighteen percent (18%) per annum on all such past due amounts.

ARTICLE V: SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum of **(\$6,000) Six Thousand Dollars** (hereinafter the "Security Deposit"). The Security Deposit shall be held by Landlord for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Monthly Base Rent, and any costs, expenses, and charges payable under the provisions of this Lease, Landlord may, but shall not be obligated to use, apply or retain all or a part of the Security Deposit for the payment of any amount which Landlord may spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after written demand, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount; and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds, and Tenant shall not be entitled to interest on the Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by Tenant, the Security Deposit or any balance

thereof shall be returned to Tenant or, at Landlord's option, to the last permitted assignee of Tenant's interest under this Lease within (30) days of the expiration of the term of this Lease and after Tenant or Tenant's permitted assignee has vacated the Premises or within fifteen (15) days of receipt of Tenant's new mailing address, whichever is later. In the event of termination of Landlord's interest in this, Landlord shall transfer the Security Deposit to Landlord's successor in interest whereupon Tenant agrees to release Landlord from liability for the return of the Security Deposit or any accounting therefore.

ARTICLE VI: QUIET ENJOYMENT

Landlord hereby covenants to Tenant that, subject to Tenant's compliance with the terms and provisions of this Lease, Tenant shall peaceably and quietly hold and enjoy the full possession and use of the Premises during the term of this Lease.

ARTICLE VII: TAXES, AND OTHER CHARGES

Tenant shall pay to Landlord the actual amounts of real estate taxes assessed on Suite 202, according to Utah County Assessor records, plus a pro rata share of all building insurance and common area maintenance assessments or CAM charges (general and special), plus a management fee that is no more than 10% of the total CAM fee less Property Taxes on an estimated monthly basis (collectively "CAM"). The charges shall be as follows (these are estimated only for the year of 2021 and will be adjusted based on actual expenses incurred each year): **Estimated Building Operating Expenses for the first calendar year of this Lease Term shall be Four Dollars Seventy-five cents (\$4.75) per Rentable Square foot and shall be paid to landlord with monthly installments of Annual Base Rent.** CAM Fees and are payable at the first of every month. CAM charges include but are not limited to: building insurance, site lighting, parking lot maintenance, snow removal, landscaping & grounds maintenance, common maintenance, roof repairs, HVAC repairs and filter replacement, striping, crack-seal, sealcoat, and pothole repair of the parking lot, etc. CAM charges will include an allowance for future major expenditures such as roof replacement, parking lot overlay, HVAC replacement, etc. Landlord shall annually send to Tenant a statement by March 31, of each calendar year, itemizing in reasonable detail the total expenses for the real estate taxes and other CAM charges. Tenant agrees to pay to Landlord, Tenant's pro rata share of such expenses within Thirty (30) days after receipt of said statement. Tenant's pro rata share will be determined by the ratio that the number of square feet of gross floor area in the Premises bears to the total number of square feet of gross floor area of the building which has been completed as of the commencement of the billing period.

ARTICLE VIII: UTILITIES

Tenant shall be solely responsible for, and pay when due, all charges for electricity, telephone, internet and other services or utilities metered to their unit, as well as their portion of any shared utilities including common electricity, gas, water, sewer and garbage, or other

services used by or supplied to Tenant or to the Premises, together with any taxes thereon, during the term of this Lease. Landlord is not responsible for providing any needed services or Utilities not already provided.

ARTICLE IX: INSURANCE

9.1 Tenant's Insurance Coverage. Tenant's shall at all times during the term of this Lease, and at Tenant's own cost and expense, procure and continue in force the following coverage:

Comprehensive liability insurance with limits of not less than \$2,000,000.00 per person and \$2,000,000.00 per occurrence insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than \$2,000,000.00 per accident or occurrence. Tenant shall also provide insurance for Tenants personal property.

9.2 Insurance Policies. The minimum limits of insurance policies as set forth in Section 9.1 shall in no event limit the liability of Tenant hereunder. The insurance policies shall name Landlord as an additional insured and shall be with companies having a rate of not less an "A" company rating and a Financial Rating of Class VI in "Best's Insurance Reports." Tenant shall furnish from the insurance companies or cause the insurance companies to furnish to Landlord a certificate of coverage. No such policy shall be subject to reduction of coverage or other modification or cancellation except after (30) days prior written notice to Landlord by the insurer. All such policies shall be written as primary policies, not contributing with and not in excess of any coverage which Landlord may carry. Tenant shall at least twenty (20) days prior to the expiration of such policies furnish Landlord with renewals or binders. If Tenant does not procure and maintain such insurance, Landlord may, but is not obligated to, procure such insurance on Tenant's behalf and all sums paid by Landlord shall be reimbursed to Landlord and shall bear interest at the rate of eighteen percent (18%) and shall be immediately due and payable. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by Tenant provided such blanket policies expressly afford coverage to the Premises and to Landlord as required by this Lease.

9.3 Waiver of Subrogation. To the extent permitted under the insurance policies obtained by Landlord (if any) and Tenant, Landlord and Tenant each hereby waive any and all right of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

ARTICLE X: USE OF PREMISES

10.1 Use. The Premises shall be used and occupied by Tenant solely for professional offices and for no other purpose without the prior written consent of Landlord, which consent may be withheld by Landlord in Landlord's sole discretion.

10.2 Suitability. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Improvements or with respect to the suitability of either for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as specifically provided in this Lease. The continued possession of the Premises by Tenant shall conclusively establish that the Premises and the Improvements are at the date of possession in satisfactory condition.

10.3 Prohibited Uses.

A. Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein which will cause a cancellation of any insurance policy covering the Premises, nor shall Tenant sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance unless Tenant provides additional insurance coverage extending protection to cover all risks associated with these articles.

B. Tenant shall not use the Premises or permit to be done in or about the premises anything which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted, promulgated or created. Tenant shall, at Tenant's sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the use or occupancy of the Premises, including changes that relate to or affect the use.

C. Tenant shall comply with all requirements of any recorded restrictive covenants or bylaws or lease restrictions by Landlord affecting the Premises. Tenant shall not permit smoking on the Premises at any time.

ARTICLE XI: MAINTENANCE AND REPAIRS

11.1 Tenant Maintenance and Repairs. During the Term of the Lease, Tenant, at Tenant's expense, shall keep the Premises in good order and condition and shall maintain and shall make any and all repairs and replacements to the interior portions of the Premises including, but not limited to, floor coverings, window coverings, and wall coverings, all windows and glass which are part of the Premises, all light fixtures, and all doors to the Premises. Tenant shall, at all times, and at Tenant's expense, keep the Premises in a neat, clean, and sanitary condition and shall comply with all valid federal, state, county and city laws and ordinances and all rules and regulations of any duly constituted authority, present or future,

affecting or respecting the use or occupancy of the Premises by Tenant. Tenant at Tenant's expense, shall also repair any structural damage to the Premises caused by Tenant, or Tenant's employees, agents, contractors, invitees, licensees, customers, or clients, i.e. plumbing, sewer backups, roof leakage associated with tenant build-out that penetrates through the roof, etc.

11.2 HVAC. Landlord shall provide a HVAC system and distribution system for the entire premises. HVAC system is currently installed on the roof of the Premises. Tenant shall inspect the size and specifications of the HVAC unit for Tenant's approval prior to executing this Lease Agreement. At Lease Commencement, Landlord will ensure that the HVAC system is in good working order. If the HVAC unit needs to be replaced, Landlord will be responsible for the cost of the replacement from the portion of the CAM fees replacement allowance intended for such replacement.

11.3 Landlord Maintenance and Repairs. Subject to the provisions of Article XIV below, Landlord shall, during the Term of this Lease make necessary structural repairs to the Premises. Tenant's responsibility pursuant to the provisions of Section 11.1 and 14.3 shall be to make the proper repairs or replacement to Tenant's equipment at Tenant's expense during the term of the lease. Tenant shall promptly notify Landlord in writing of any condition requiring maintenance or repair and Tenant shall also immediately notify Landlord by telephone in the case of an emergency. Landlord shall make the repairs required under this section within a reasonable time after receiving written notice by Tenant. Nothing in this section shall be construed to excuse Tenant from any obligations under this Lease, including without limitation, the payment of any rent.

ARTICLE XII. HAZARDOUS SUBSTANCES

12.1 Environmental Compliance. Tenant (a) shall at all times comply with, or cause to be complied with, any "Environmental Law" (hereafter defined) governing the Premises or the use thereof by Tenant or any of Tenant's employees, agents, contractors, invitees, licensees, customers, or clients, (b) shall not use, store, generate, treat, transport, or dispose of, or permit any of Tenant's employees, agents, contractors, invitees, licensees, customers, or clients to use, store, generate, treat, transport or dispose of, any "Hazardous Substance" (hereinafter defined) on the Premises without first obtaining Lessor's written approval, (c) shall promptly and completely respond to, and clean up, in accordance with applicable laws and regulations, any Release (as hereinafter defined) occurring on the Premises as a direct result of actions of Tenant or Tenant's employees or authorized agents; and (d) shall pay all costs incurred as a result of any failure by Tenant to comply with any Environmental Law, which failure results in a Release or other change in the environmental state, condition, and quality of the Premises necessitating action under applicable Environmental Laws, including without limitation the costs of any Environmental Cleanup Work (hereinafter defined) and the preparation of any closure or other required plans (all of the foregoing obligations of Tenant under this Section 12.1 are hereinafter collectively "Tenant's Environmental Obligations"). Landlord hereby releases and indemnifies Tenant from and against any and all damages, or liabilities (including, without limitation, attorneys' fees and reasonable investigative and discovery costs) resulting from the environmental condition or quality of the Premises prior to the Commencement date or from

actions of Landlord or its agents or employees. The provisions of this Article XII shall survive the expiration or other termination of this Lease.

12.2 Definitions. As used in this Lease (a) "Hazardous Substance" shall mean (1) any "hazardous waste", "hazardous substance", and any other hazardous, radioactive, reactive, flammable, infectious, solid wastes, toxic or dangerous substances or materials, or related materials, as defined in, regulated by, or which form the basis of liability now or hereafter under any Environmental Law; (2) asbestos, (3) polychlorinated biphenyls (PCBs); (4) petroleum products or materials; (5) underground storage tanks, whether empty or filled or partially filled with any substance; (6) flammable explosives, (7) any substance the presence of which on the Premises is or becomes prohibited by Environmental Law; (8) urea formaldehyde foam insulation; and (9) any substance which under Environmental Law requires special handling or notification in its use, collection, storage, treatment or disposal; (b) "Environmental Cleanup Work" shall mean an obligation to perform work, cleanup, removal, repair, remediation, construction, alteration, demolition, renovation or installation in or in connection with the Premises in order to comply with any Environmental Law; (c) "Environmental Law" shall mean any federal, state or local law, regulation, ordinance or order, whether currently existing or hereafter enacted, concerning the environmental state, condition or quality of the Premises or use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials, and including, but not limited to, the following: (1) the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), as amended, and all regulations promulgated thereunder; (2) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), as amended, and all regulations promulgated thereunder; (3) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), as amended, and all regulations promulgated thereunder; (4) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), as amended, and all regulations promulgated thereunder; (5) the Clean Air Act (42 U.S.C. Section 7401, et seq.), as amended, and all regulations promulgated thereunder; (6) the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.), as amended, and all regulations promulgated thereunder; and (7) the Occupational Safety and Health Act (29 U.S.C. Section 651, et seq.), as amended, and all regulations promulgated thereunder; and (d) "Release" means any actual or threatened spilling, leaking, pumping, pouring emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration on or from the Premises or adjacent property, or disposing of Hazardous Substances into the environment.

ARTICLE XIII: FIXTURES AND ALTERATIONS

13.1 Alterations. Tenant shall not make any physical alteration in the Premises or any of the fixtures located therein or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the Improvements without obtaining the written consent of Landlord which consent shall not be unreasonably withheld. Tenant shall present to Landlord plans and Specifications for the installation of any improvements or fixtures at the time approval is sought from Landlord. Any physical change and all rearrangements which are made by Tenant with the approval of Landlord shall be made at Tenant's expense. Such alterations, decorations, additions and

improvements shall not be removed from the Premises during the term without the prior written consent of Landlord. Upon expiration of this Lease all such alterations, decorations, additions and improvements shall at once become the Property of Landlord except personal equipment. Tenant is responsible to obtain all building permits, inspections, or fees associated with any Tenant build-out. Tenant will repair any damage to the Premises caused by the removal of Tenant's personal equipment or fixtures either during or at the termination of the Lease.

13.2 Conditions and Limitations. Landlord may impose as a condition to granting any consent required by Section 13.1, such requirements, restrictions and limitations as Landlord may deem necessary in Landlord's reasonable discretion, including without limitation, the manner in which the work is done, the contractors by whom it is performed, and the time during which the work is accomplished. Tenant must abide by any Landlord lease restrictions.

13.3 Contractors and Material men. If any fixtures, alterations or improvements are allowed by Landlord, Tenant shall promptly pay all contacts and material men, so as to eliminate the possibility of a lien attaching to the Improvements or the Land, and should any such lien be made or filed by reason of any fault of Tenant, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord. Landlord shall have the right, but not the obligation, to pay and discharge any such lien that attaches to the Premises and Tenant shall reimburse Landlord for any such sums paid together with interest at the rate of eighteen percent (18%) within thirty (30) days after written demand by Landlord.

ARTICLE XIV: DAMAGE OR DESTRUCTION

14.1 Landlord to Repair Improvements. Subject to the provisions of Sections 11.1; 14.2 and 14.3, if during the term of this Lease any of the Landlords Improvements are damaged or destroyed by fire or other casualty, Landlord shall repair or restore those improvements. The work of repair or restoration, which shall be completed with due diligence, shall be commenced within 30 days after the damage or loss occurs. To the extent that such damage or destruction interferes with Tenant's ability to use the Premises, as determined by Landlord, rent shall be abated after the damage or destruction of the improvements until the repair or restoration of the improvements has been completed.

14.2 Landlord's Option to Terminate. Notwithstanding anything to the contrary in this Article XIV, in the event that any of the improvements are damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Lease, which termination shall be deemed to be effective as of the date of such casualty, upon the occurrence of any of the following events:

A. Insurance proceeds payable with respect to such damage or destruction are not sufficient to pay for the repair and/or restoration of the improvements;

B. Repair and restoration of the improvements cannot be completed within ninety (90) days after the occurrence of the casualty causing such damage or destruction;

C. More than fifty percent (50%) of the improvements have been damaged or destroyed by such casualty.

Landlord's option to terminate the Lease pursuant to the provisions of this Section 14.2 must be exercised within forty-five (45) days of the date of the casualty causing such damage or destruction by written notice from Landlord to Tenant. In the event that Landlord elects to terminate the Lease pursuant to this Section 14.2, Tenant shall immediately surrender possession of the Premises to Landlord and shall assign to Landlord (or if the same has already been received by Tenant, pay to Landlord) all of Tenant's rights title and interest in and to the insurance proceeds payable with respect to the premises.

14.3 Tenant's Option to Terminate Lease. If no default by Tenant under this Lease has occurred and is then continuing and if no event has occurred and is then continuing which, with the giving of notice or lapse of time, or both, would become such a default, Tenant shall, if the improvements are damaged or destroyed by fire or other casualty and repair or restoration of the improvements cannot be completed within ninety (90) days following the occurrence of the casualty causing such damage or destruction, have the option of terminating this Lease by written notice to Landlord, which termination shall be deemed to be effective as of the date of the casualty. Tenant's option to terminate the Lease pursuant to the provisions of this Section 14.3 must be exercised within thirty (30) days of the date of the casualty causing such damage or destruction. In the event that Tenant elects to terminate this Lease pursuant to this Section 14.3, Tenant shall immediately surrender possession of the Premises to Landlord and shall assign to Landlord (or if the same has already been received by Tenant, pay to Landlord) all of Tenant's right, title, and interest in and to the insurance proceeds payable with respect to the Premises.

ARTICLE XV: CONDEMNATION

If all or any part of the Premises is taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, Landlord and Tenant shall each have the right within thirty (30) days of receipt of notice of taking, to terminate this Lease as of the date possession is taken by the condemning authority; provided, however, that before Tenant may terminate this Lease by reason of taking or appropriation, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Tenant's use of the Premises. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the award or any portion thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant, for the interruption of or damage to Tenant's business, and for Tenant's unamortized cost of leasehold improvements. In the event of a partial taking which does not result in a termination of this Lease, rent shall be abated in proportion which the part of the Premises so made unusable bears to the rented area of the Premises immediately prior to the taking. No temporary taking of the Premises or Tenant's right therein or under this Lease shall terminate this Lease or give Tenant any right to any abatement of rent thereunder; and any award

made to Tenant by reason of any such temporary taking shall belong entirely to Tenant and Landlord shall not be entitled to any portion thereof.

ARTICLE XVI: ASSIGNMENT AND SUBLETTING

16.1 Landlord's Consent Required. Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, either voluntarily or involuntarily by operation of law or otherwise, and Tenant shall not sublet the Premises or any part thereof, without the prior written consent of Landlord and any attempt to do so without such consent being first had and obtained shall be void and shall constitute a breach of this Lease. Any proposed use by a sublessee shall not require any additional parking in excess of the parking required because of Tenant's stated use as defined by Vineyard City.

16.2 No Release of Tenant. No consent by Landlord to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment or subletting. The consent by Landlord to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or subletting. The acceptance of rent by Landlord from any other person or legal entity shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent, assignment, subletting or other transfer.

16.3 Increased Expenses. Tenant shall pay to Landlord the amount of any increase in cost or expenses incident to the occupancy of the Premises by such assignee or subtenant, including but not limited to, reasonable attorney's fees incurred in connection with giving such consent.

ARTICLE XVII: SUBORDINATION, ATTORNMENT AND ESTOPPEL CERTIFICATES

17.1 Subordination. This Lease at Landlord's option shall be subject and subordinate to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the Premises, the improvements, or on or against Landlord's interest or estate therein, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Notwithstanding anything to the contrary in this Article XVII, this Lease shall remain in full force and effect for the full term hereof, including any extensions, so long as Tenant is not in default hereunder.

17.2 Subordination Agreements. Tenant shall execute and deliver upon demand without charge therefore, such further instruments evidencing such subordination of this Lease to the lien of any such mortgages or deeds of trust as may be required by Landlord.

17.3 Attornment. In the event of any foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises or the Building,

Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease, provided said purchaser expressly agrees in writing to be bound by the terms of this Lease.

17.4 Estoppel Certificates. Tenant shall, from time to time and within ten (10) days from receipt of prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rent and other charges are paid in advance, if any, (b) certifying that the Lease and any modifications of this Lease constitute the entire agreement between Landlord and Tenant with respect to the Premises and, except as set forth in this Lease and any modification of this Lease, Tenant does not claim any right, title, or interest in or to the Premises or any part thereof, (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed, and (d) certifying such other matters with respect to the Lease and/or the Premises as Landlord may reasonably request.

17.5 Failure to Deliver Certificate. If Tenant fails to deliver such statement within the time period referred to in Section 17.4 above, it shall be deemed conclusive upon Tenant that the (a) this Lease is unmodified and in full force and effect, (b) this Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises and, except as set forth in this Lease, Tenant does not claim any right, title, or interest in or to the Premises, or any part thereof, (c) there are no uncured defaults in Landlord's performance of Landlord's obligations under this Lease, and (d) not more than one month's Monthly Base Rent has been paid in advance.

17.6 Transfer of Landlord's Interest. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises other than a transfer for security purposes only, Landlord shall be relieved from and after the date specified in any such notice of transfer of all obligations and liabilities to Tenant which accrue after such sale or conveyance on the part of Landlord, provided that any funds in the possession of Landlord at the time of transfer in which Tenant has an interest shall be delivered to the successor Landlord. This Lease shall not be affected by any such sale or transfer and Tenant shall attorn to the purchaser or other transferee provided that all of Landlord's obligations accruing hereunder from and after such sale or transfer are assumed in writing by such purchaser or transferee.

ARTICLE XVIII: DEFAULT AND REMEDIES

18.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

A. Any failure by Tenant to pay the Monthly Base Rent, or any other monetary sums required to be paid under this Lease, where such failure continues for five (5) days after written notice thereof by Landlord to Tenant;

B. Any material false statement made by Tenant to Landlord or its agents in any document delivered to Landlord in connection with the negotiation of this Lease;

C. The abandonment or vacation of the Premises by Tenant;

D. A failure by Tenant to observe and perform any other term, covenant or condition of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the default cannot reasonably be cured within the thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within the thirty (30) day period commence action to cure the default and thereafter diligently prosecute the same to completion;

E. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days;

18.2 Nonexclusive Remedies. In the event of any such material default or breach by Tenant, Landlord shall have, in addition to any other remedies provided in this Lease, the following nonexclusive remedies:

- A. At Landlord's option and without waiving any default by Tenant, Landlord shall have the right to continue this Lease in full force and effect and to collect all Monthly Base Rent, and any other amounts to be paid by Tenant under this Lease as and when due. During any period that Tenant is in default, Landlord shall have the right, pursuant to legal proceedings or pursuant to any notice provided for by law, to enter and take possession of the Premises, without terminating this Lease, for the purpose of reletting the Premises or any part thereof and making any alterations and repairs that may be necessary or desirable in connection with such reletting. Any such reletting or relettings may be for such term or terms (including periods that exceed the balance of the term of this Lease), and upon such other terms, covenants and conditions as Landlord may in Landlord's sole discretion deem advisable. Upon each and any such reletting, the rent or rents received by Landlord from such reletting shall be applied as follows: (1) to the payment of any indebtedness (other than rent) due hereunder from Tenant to Landlord; (2) to the payment of costs and expenses of such reletting, including brokerage fees, reasonable attorney's

fees, court costs, and costs of any reasonable alterations or repairs; (3) to the payment of any Monthly Base Rent and any other amounts due and unpaid hereunder; and (4) the residue, if any, shall be held by Landlord and applied in payment of future Monthly Base Rent and any other amounts as they become due and payable hereunder. If the rent or rents received during any month and applied as provided above shall be insufficient to cover all such amounts including the Monthly Base Rent and any other amounts to be paid by Tenant pursuant to this Lease for such month, Tenant shall pay to Landlord any deficiency; such deficiencies shall be calculated and paid monthly. No entry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease, unless Landlord gives written notice of such election to Tenant or unless such termination shall be decreed by a court of competent jurisdiction. Notwithstanding any reletting by Landlord without termination, Landlord may at any time thereafter terminate this Lease for such previous default by giving written notice thereof to Tenant.

- B. Terminate Tenant's right to possession by notice to Tenant, in which case this shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation the following: (1) all unpaid rent which has been earned at the time of such termination plus (2) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (3) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or in addition to or in lieu of the foregoing such damages as may be permitted from time to time under applicable State law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in Landlord's sole discretion deems reasonable and necessary.

ARTICLE XIX: ENTRY BY LANDLORD

Landlord shall, during the term of this Lease, have the right to enter the Premises at reasonable times and upon reasonable notice to Tenant, to inspect or to show to prospective tenants or purchasers, or to make necessary repairs. For purposes of this section, twenty-four (24) hours is deemed to be reasonable notice. In the event of an emergency, however, Landlord shall not be required to give Tenant such notice, provided that Landlord furnishes Tenant with the reason for the emergency entry within three days of such entry.

ARTICLE XX: INDEMNITY

Tenant shall indemnify and hold Landlord harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the

Premises or the Common Areas of the entire property known as UVHBA Building in Vineyard, Utah, or any part thereof during the term of this Lease. Tenant shall further indemnify and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any of Tenant's agents, contractors, employees, licensees or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities in the defense of any such claim or any action or proceeding brought thereon. Tenant shall not, however, be liable for damage or injury occasioned by the negligence or intentional acts of Landlord and Landlord's designated agents or employees. Tenant's obligations under this Article XX shall survive the expiration or other termination of this Lease.

ARTICLE XXI: SURRENDER

21.1 Surrender. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, together with the improvements and all other property affixed to the Premises, excluding Tenant's fixtures, in good order and condition, ordinary wear and tear excepted. Tenant shall, prior to the expiration or other termination of this Lease remove all personal property belonging to Tenant and failing to do so, Landlord may cause all of said personal property to be removed at the cost and expense of Tenant. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this Lease. In the alternative, Landlord may, at Landlord's option, treat any and all items not removed by Tenant on or before the date of expiration or of the termination of this Lease as having been relinquished by Tenant and such items shall become the property of Landlord with the same force and effect as if Tenant had never owned or otherwise had any interest in such items.

21.2 Hazardous Substances. No spill, deposit, emission, leakage or other release of Hazardous Substance in the soils, ground waters or waters shall be deemed to result in either (a) wear and tear that would be normal for the term of the Lease; or (b) a casualty to the Premises. Tenant shall be responsible to promptly and completely cleanup any Release occurring on the Premises during the term of the Lease which directly results from the actions of Tenant or its employees, invitees, licensees, contractors, customers or authorized agents. Tenant shall surrender the Premises free of any contamination or other damage caused by such a Release during the term of the Lease. Tenant's obligation to clean-up the Premises pursuant to the provisions of this Article XXI shall survive the expiration or other termination of this Lease.

ARTICLE XXII: MISCELLANEOUS

22.1 Signs. Tenant will be allowed to place signage on the exterior of their Premises, as long as they have written approval from the Landlord on the placement, size, and style, and signage must comply with all Vineyard City regulations and CC&R's. Tenant may also, at its own cost, use one of the small sign spaces (on each side of the sign) on the large pole sign located on the Southeast corner of the lot. Exact location must be approved in writing by

Landlord. Cost of all signage is Tenant's responsibility. Tenant shall not place signs on any other portion of the property without Landlord's approval, which shall not be reasonably withheld. Any such signage will also be in compliance with Vineyard City regulations and the CC&R's of the property.

22.2 Parking Spaces. Tenant shall be entitled to the use of pro-rata share of unreserved parking spaces appurtenant to the Premises for the benefit of Tenant, its employees, agents, and invitees for the Term of the Lease.

22.3 Entire Agreement. This instrument along with any exhibits and attachments hereto constitutes the entire agreement between Landlord and Tenant relative to the Premises and this Lease and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. All prior or contemporaneous oral agreements between and among Landlord and Tenant and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Lease.

22.4 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

22.5 Costs of Suit. If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the losing party shall pay the successful party a reasonable sum for attorney's fees whether or not such action is prosecuted to judgment.

22.6 Time and Remedies. Time is of the essence of this Lease and every provision hereof. All rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

22.7 Binding Effect, Successors and Choice of Law. All time provisions of this Lease are to be construed as both covenants and conditions as the words importing such covenants and conditions were used in each separate Section of this Lease. Subject to any provisions restricting assignment or subletting by Tenant as set forth in Article XVI, all of the terms hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Utah.

22.8 Waiver. No term, covenant or condition of this Lease shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any term, covenant or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any term, covenant or condition unless otherwise expressly agreed to by Landlord in writing.

22.9 Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term of this Lease, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other sums due hereunder shall be payable at one hundred fifty percent (150%) of the Monthly Base Rent in effect immediately prior to such holdover period. Tenant may holdover with written permission from Landlord without penalty in the event that Landlord and Tenant agree.

22.10 Recording. No copy of this Lease will be recorded on behalf of either party, but in lieu thereof, Landlord and Tenant agree that each will, upon the request of the other, execute, in recordable form, a "short form" of the Lease, which "short form" shall contain a description of the Premises, the term of the Lease, the parties to the Lease. The "short form" of the Lease shall not modify the terms of the Lease or be used in interpreting the Lease and in the event of any inconsistency between this Lease and the "short form" of the Lease, the terms and conditions of this Lease shall control.

22.11 Reasonable Consent. Except as limited elsewhere in this Lease, wherever in this Lease Landlord or Tenant is required to give consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld. In the event of failure to give any such consent, the other party shall be entitled to specific performance at law and shall have such other remedies as are reserved to such party under this Lease.

22.12 Notice. Any notice required to be given under this Lease shall be given in writing and shall be delivered in person or by registered or certified mail, postage prepaid, and addressed to Landlord and Tenant set forth above. Such notice shall be deemed delivered when personally delivered or upon deposit of the notice in the United States mail in the manner provided above. Until written notification of change is received, notices shall be sent to:

LANDLORD: Utah Valley Home Builders Association
707 East Mill Road, Suite #201
Vineyard, UT 84059

TENANT: Vineyard City
125 South Main Street
Vineyard, UT 84059

22.13 No Partnership. Landlord does not, as a result of entering into this Lease, in any way or for any purpose become a partner of Tenant in the conduct of Tenant's business, or otherwise, or joint venture or a member of a joint enterprise with Tenant.

22.14 Nuisance. Tenant is responsible for any damage or extraordinary costs caused by its' employees or their vehicles or any waste deposited on premises by them. Any such costs will be billed to Tenant.

22.15 Tenant Improvement Allowance. Tenant accepts the Premises core and shell in an as-is condition and will work with Landlord to create construction drawings that will outline the Tenant's desired Tenant Improvements in Premises that are acceptable to both Landlord and Tenant. Landlord will provide a Tenant Improvement Allowance of Fifty dollars (\$50.00) per usable square foot to Tenant that will pay for a portion of the tenant improvements. Tenant is responsible to pay for all improvement and construction costs over Tenant Improvement Allowance from Landlord.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:
Utah Valley Home Builders Association

BY: _____

Its: _____ Date _____

TENANT:
Vineyard City

BY: _____

Its: _____ Date _____

Tenant's initials _____

17 of 21

Landlord's initials _____

Exhibit A
Base Rent Schedule

Effective Dates Months	Square Feet	Annual Base Rent PSF	Monthly Base Rent Payment	Monthly Estimated CAM Fees	Monthly Total Due
1-12	3,313	\$17.00	\$4,693.42	\$1,311.39	6,004.81
13-24	3,313	\$17.51	\$4,834.22	TBD	TBD
25-36	3,313	\$18.04	\$4,979.25	TBD	TBD
37-48	3,313	\$18.58	\$5,128.62	TBD	TBD
49-60	3,313	\$19.13	\$5,282.48	TBD	TBD

Note: CAM Fees (including Taxes and Building Insurance) shall be paid for each month of the lease. Beginning CAM Fees will be \$1,311.39 per month or \$4.75 PSF/yr. Prorated rent and CAM fees will be paid for any partial month at the Lease Commencement with the amounts in Exhibit A to follow.

Exhibit B

Check Request at Lease Execution

Security Deposit	\$6,000.00
First Month Rent	\$4,693.42
First Month CAM	\$1,311.39

<u>Total Due at Lease Execution</u>	<u>\$6,000.00</u>
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<u>Total Due at Lease Commencement</u>	<u>\$6,004.81</u>
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ATTACHMENT #1
PREMISES – FLOOR PLAN

TO BE ATTACHED...

DRAFT

Tenant's initials _____

20 of 21

Landlord's initials _____

AGENCY DISCLOSURE

THIS DISCLOSURE IS INTENDED FOR USE BY REAL ESTATE LICENSEES
IN DISCLOSING AGENCY RELATIONSHIP(S) TO BUYER/TENANT AND SELLER/LANDLORD.

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should, from the outset, understand whom the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business relationship with the real estate agent, brokerage and the Buyer/Tenant or Seller/Landlord.

DUTIES OF SELLER'S/LANDLORD'S AGENT

A real estate agent who has listed a Seller's/Landlord's property for sale/lease acts as the agent for the Seller/Landlord only and has a duty of loyalty to the Seller/Landlord. In practical terms, the Seller/Landlord has hired the agent to sell or lease their property and that agent should attempt to obtain for the Seller/Landlord the most favorable sales/lease price and terms. A Seller's/Landlord's agent under a listing agreement with Seller/Landlord acts as the agent for the Seller/Landlord only. Although a Seller's/Landlord's agent owes certain fiduciary duties to the Seller/Landlord, that agent remains, by law, responsible to treat all prospective Buyers and Tenants with honesty, and to be ethical and competent. A Seller's/Landlord's agent or subagent has the following affirmative action obligations: (To the Seller/Landlord) A fiduciary duty of care, integrity, honesty, and loyalty in dealings with the Seller/Landlord; (To both the Buyer/Tenant and Seller/Landlord) (a) A duty to exercise reasonable care and diligence; (b) A duty to disclose facts known to the agent which materially affect the property that are not known to, or within the diligent attention and observation of, the parties.

DUTIES OF BUYER/TENANT AGENT

A real estate agent can, with a Buyer/Tenant written consent, agree to act as an agent for the Buyer/Tenant only. As agent working on behalf of the Buyer/Tenant, the agent has a duty of loyalty to the Buyer/Tenant. In practical terms, that means the Buyer/Tenant agent is concerned with the Buyer's/Tenant's best interests in the transaction, including attempting to obtain for the Buyer/Tenant the most favorable sales/lease price and terms. An agent acting only for the Buyer/Tenant has the following affirmative obligations: (To the Buyer/Tenant) A fiduciary duty of care, integrity, honesty, and loyalty in dealings with the Buyer/Tenant; (To the Buyer/Tenant and Seller/Landlord) (a) A duty to exercise reasonable care and diligence; (b) A duty to disclose all facts known to the agent which materially affect the property that are not known to or within the diligent attention and observation of the parties.

Duties of Agent representing both Buyer/Tenant and Seller/Landlord

A real estate agent, either acting directly or through one or more associate licensees, may be the agent of both the Seller/Landlord and the Buyer/Tenant in a transaction, but only with the knowledge and written consent of both the Seller/Landlord and the Buyer/Tenant. In a dual agency situation, the agent has the following affirmative obligations to both the Seller/Landlord and the Buyer/Tenant: (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller/Landlord and Buyer/Tenant; (b) Other duties to the Seller/Landlord and the Buyer/Tenant as stated above in their respective sections. In representing both the Seller/Landlord and Buyer/Tenant, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller/Landlord will accept a price other than the listing price or that the Buyer/Tenant will pay a price greater than the price offered.

DUTIES OF BUYER/TENANT AND SELLER/LANDLORD

The above duties of real estate agents in a real estate transaction do not relieve a Seller/Landlord or a Buyer/Tenant from the responsibility to exercise good business judgment and due diligence in protecting their respective interests. You should carefully read all agreements to assure that they adequately express your intent and understanding of the transaction. If legal or tax advice is needed, consult a competent attorney or accountant.

CONFIRMATION OF AGENCY DISCLOSURE

At the signing of this agreement, the following agency relationship(s) is/are hereby confirmed.
Jason Dodge of Colliers International represents Landlord in this transaction.

(Signature of Licensee)

ACKNOWLEDGEMENT

I / We acknowledge receipt of a copy of this disclosure and confirmation, and understand and agree with the agency relationship confirmed herein.

LANDLORD _____ Date _____ Time _____

TENANT _____ Date _____ Time _____

Tenant's initials _____

Landlord's initials _____

AGENT _____ By _____ Date _____

DRAFT

Tenant's initials _____

Landlord's initials _____