



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
August 11, 2021 at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, August 11, 2021 at 6:00 p.m. at City Hall, 125 South Main Street, Vineyard, Utah. The meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

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

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 – Finance Quarterly Report
 - 5.2** Planning Commission Chair Bryce Brady
 - 5.3** Building – Building Official George Reid – Quarterly Report
 - 5.4** Assistant Public Works Director Chris Wilson

6. CONSENT ITEMS

- 6.1 Approval of the July 28, 2021 City Council Meeting Minutes
- 6.2 Approval of a Water Master Plan Addendum 1
- 6.3 Approval of the Water System Design Tasks

7. APPOINTMENTS

No names were submitted.

8. DISCUSSION/PRESENTATIONS

8.1 DISCUSSION – Water Conservation

Staff will discuss the city's response to drought conditions and water conservation.

9. BUSINESS ITEMS

9.1 PUBLIC HEARING – Zoning Text Amendment (ZTA) for 15.32.230 and 15.38.030 Ordinance 2021-06

(This agenda item was postponed from the July 28, 2021 City Council Meeting.)

City Planner Briam Amaya Perez is recommending amendments of ZTA 15.32.230 wall and fence heights and ZTA 15.38.030 lighting pole heights to match section 15.36.030. The mayor and City Council will act to adopt (or deny) this amendment by ordinance.

9.2 PUBLIC HEARING – Zoning Text Amendment (ZTA) for 15.34.160 & 15.12.060 modifying setbacks and location requirements for swimming pools. Ordinance 2021-07

(This agenda item was postponed from the July 28, 2021 City Council meeting.)

City Planner Briam Amaya Perez is recommending amendments to VZC 15.34.160 & VZC 15.12.060 modifying setbacks and location requirements for swimming pools. The mayor and City Council will act to adopt (or deny) this amendment by ordinance.

9.3 PUBLIC HEARING – Zoning Text Amendment (ZTA) for 15.48 Signs Ordinance 2021-08

Community Development Director Morgan Brim is recommending amendments to ZTA 15.48 to modify wall and monument sign standards. The mayor and City Council will act to adopt (or deny) this request by ordinance.

9.4 DISCUSSION AND ACTION – Amending the Municipal Code Section 2.08.020 City Manager Powers and Duties (Ordinance 2021-09)

City Recorder Pamela Spencer will present an amendment to the Municipal code separating the Budget Officer and Finance Director duties from the City Manager's duties. The mayor and City Council will act to approve (or deny) this request by ordinance.

9.5 DISCUSSION AND ACTION – Amending the Municipal Code Section 2.14 Election Code Ordinance 2021-10

(15 minutes)

City Recorder Pamela Spencer is recommending amendments to the Municipal Code Section 2.14 adding election code and amending the Finance Disclosure code. The mayor and City Council will act to adopt (or deny) this request by ordinance.

9.6 DISCUSSION AND ACTION – Personnel Policy and Procedures Manual

Amendment (Educational Reimbursement) Resolution 2021-17

(15 minutes)

Albert Foster with Facil HR will present proposed amendments to the Personnel Policy and Procedures Manual amending education reimbursement. The mayor and City Council will act to adopt (or deny) this request by resolution.

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 August 25, 2021.

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: August 10, 2021

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



**MINUTES OF A VINEYARD
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
July 28, 2021 at 6:00 PM

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake

Absent

Councilmember Chris Judd
Councilmember Cristy Welsh

Staff Present: City Manager Jacob McHargue, City Engineer Naseem Ghandour, Assistant Public Works Director Chris Wilson, Sergeant Holden Rockwell, Water Manager Sullivan Love, Executive Assistant Kathryn Newman, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady

Others Speaking: Resident David Lauret, Courtney Flint with USU Extension, Aaron Eppley with Holbrook Asphalt Company

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

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

WORK SESSION

2. No items were submitted.

REGULAR SESSION

3. PUBLIC COMMENTS

Mayor Fullmer called for public comments.

 Resident David Lauret thanked the city for posting the information about the upcoming road closures on social media. He asked the city to add the postings to all of the neighborhood's social media sites. There was a discussion about posting to other sites.

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

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

No reports were given.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1  City Manager Jacob McHargue reported that staff was working on the water conservation issue and an employee education reimbursement plan which were both discussed at the last council meeting. He noted that the Request for Proposal (RFP) was out for the towing companies for parking enforcement in the Providence subdivision. He said that he would send out a notification to the neighborhood about how the program would work.

5.2  Planning Commission Chair Bryce Brady reported that the Bout Time Pub & Grub sports bar had submitted their site plan. Chair Brady explained that they had postponed the pole heights ordinance to make sure the heights were correct. There was a discussion about the sports bar.

5.3  Utah County Sheriff's Office – Sergeant Holden Rockwell presented the 2nd Quarter Report. He mentioned that the number of CAD calls had gone down, but the case numbers had gone up. He reviewed the changes. There was a discussion about the report.

5.4  City Recorder Pamela Spencer reported that the candidate filing period would be August 10-17, during regular business hours of 8:00 to 5:00 PM, except for Friday, August 13.

6. CONSENT ITEMS

6.1 Approval of the July 14, 2021 City Council Meeting Minutes

6.2 Approval of Bonded Matrix Overlay

6.3 Approval of Vehicle Purchase

6.4 Approval of a Special Event Permit for Liberty Defenders

Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER EARNEST MOVED TO APPROVED CONSENT ITEMS 6.1 THROUGH 6.4. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, AND COUNCILMEMBERS EARNEST AND FLAKE VOTED AYE. COUNCILMEMBER JUDD AND WELSH WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

7. APPOINTMENTS

No names were submitted.

8. DISCUSSION/PRESENTATIONS

8.1 PRESENTATION – Wellbeing Survey

Courtney Flint with the Utah State University (USU) Extension will present the results of the Utah Wellbeing Survey.

 Courtney Flint with USU Extension introduced herself. She then presented the results of the Utah Wellbeing Survey that had been conducted in February. She said that 379 Vineyard

residents had completed the survey. She said that personal and community wellbeing rated high in Vineyard. She also mentioned that most residents felt that there was a low impact from COVID-19, except for social connections, cultural opportunities, and mental health. She noted that there was a new grant which would allow them to look at resources for wellbeing in cities. The biggest concerns were air quality, roads and transportation, public safety, and shopping opportunities. Written comments expressed concerns about high-density housing, parking, grocery store, road, traffic and speeding, restaurants, and shopping. She said that she would be working with staff on when they would send out the next survey.

8.2 PRESENTATION – Road Preservation

Aaron Eppley with Holbrook Asphalt Company will give a brief explanation of how road preservation works.

 Aaron Eppley with Holbrook Asphalt Company gave a presentation on road preservation. There was a discussion about the current road preservation project. He mentioned that his company would be doing the next phase of road preservation. He explained how the HA5 preservation would lower the ownership cost over time. He also explained how asphalt worked. Using preservation methods in the first two to four years could affect the life cycle of the road. He explained the increased costs if cities waited to fix their roads. He reviewed the different preservation treatment types. He said that the Bonded Matrix Overlay would protect the road for up to ten years. There was a discussion about road preservation.

9. BUSINESS ITEMS

9.1 PUBLIC HEARING – Zoning Text Amendment (ZTA) for 15.32.230 and 15.38.030 Ordinance 2021-06

(This agenda item is being postponed to the next City Council Meeting on August 11, 2021.)

Staff is recommending amendments of ZTA 15.32.230 wall and fence heights and ZTA 15.38.030 lighting poll heights to match section 15.36.030. The mayor and City Council will act to adopt (or deny) this amendment by ordinance.

9.2 PUBLIC HEARING – Zoning Text Amendment (ZTA) for 15.34.160 & 15.12.060 Ordinance 2021-07

(This agenda item is being postponed to the next City Council Meeting on August 11, 2021.)

Staff is recommending amendments to VZC 15.34.160 & VZC 15.12.060 modifying setbacks and location requirements for swimming pools.

9.3 DISCUSSION AND ACTION – Amend the Municipal Code Section 10.02.020 C(1) Ordinance 2021-05

City Engineer Naseem Ghandour will present an amendment to the Municipal Code Section 10.02.020 C(1)Streets; Traffic Control, adding the appendix. The mayor and City Council will act to adopt (or deny) this request by ordinance.

 City Engineer Naseem Ghandour explained that the appendix for the speed tables in Section 10.02.020 had been omitted and that they needed to add it by ordinance. There were no changes to the actual code.

 **Motion:** COUNCILMEMBER EARNEST MOVED TO ADOPT ORDINANCE WITH TABLE 1 EXHIBIT ESTABLISHING LAWFUL SPEED ALONG CITY OF VINEYARD STREETS, ORDINANCE 2021-05. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, AND COUNCILMEMBERS EARNEST AND FLAKE VOTED AYE. COUNCILMEMBERS JUDD AND WELSH WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

9.4 **DISCUSSION AND ACTION – Reduced Speed School Zone**

City Engineer Naseem Ghandour and Assistant Public Works Director Chris Wilson will present a proposal for a school zone near Trailside Elementary. The mayor and City Council will take appropriate action.

 Assistant Public Works Director Chris Wilson reviewed where the new school zone would be located. There was a discussion about where a second crossing could be located.

 **Motion:** COUNCILMEMBER EARNEST MOVED TO APPROVE THE TRAILSIDE ELEMENTARY REDUCED SPEED SCHOOL ZONE AND BUDGET FOR PURCHASE AND INSTALL THE WARRANTED TRAFFIC CONTROL DEVICES ALONG WITH A SECONDARY WARRANT STUDY WITH THE POTENTIALITY FOR ANOTHER CROSSWALK AT 460 NORTH. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, AND COUNCILMEMBERS EARNEST AND FLAKE VOTED AYE. COUNCILMEMBERS JUDD AND WELSH WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

10 CLOSED SESSION

No closed session was held.

11 ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 6:54 PM. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, AND COUNCILMEMBERS EARNEST AND FLAKE VOTED AYE. COUNCILMEMBERS JUDD AND WELSH WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

MINUTES APPROVED ON: _____

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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 8-11-2021

Agenda Item: 6.2 Water Master Plan Addendum 1

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

City Staff have been working with Engineering consultant Hansen Allen and Luce Engineers (HAL) to locate a water storage tank and design the culinary water system build out in line with state codes. During this process we have identified the tank location, started the design, and site improvements. The Water Master Plan agreement was approved before these items were established and have caused for additional services. An addendum to the original agreement is required to fund the remaining balance of work that is required to finalize the master plan.

Fiscal Impact:

Water Master Plan Addendum	\$ 12,200
<u>Original Cost</u>	<u>\$ 45,900</u>
New Total	\$ 58,100

Recommendation:

Motion to Approve

Sample Motion:

Motion to approve city staff to execute and complete the Water Master Plan Addendum 1 with Hansen Allen and Luce Engineers as presented to complete the culinary water system build out as proposed.

Attachments:

Water Master Plan

Water Master Plan Addendum 1

September 10, 2019

Mr. Don Overson, P.E.
City of Vineyard
125 South Main Street
Vineyard, Utah 84058

Subject: Proposal for Drinking Water System Master Plan

Dear Don:

We are pleased to provide this proposal to prepare a drinking water system master plan for Vineyard City.

PROJECT UNDERSTANDING

Vineyard City was recently named the fastest growing City in the United States. City leaders and staff are continually reviewing and revising plans to ensure growth is smooth and all City systems continue to function well. Vineyard currently receives all drinking water from Orem City and Central Utah Water Conservancy District (CUWCD) wholesale connections. Previous planning for the drinking water system was performed by JUB and City personnel. Hansen, Allen & Luce is familiar with the City's system, having recently completed a draft Water Use Data Evaluation for the City. HAL has also completed a Tank Siting Study to evaluate locations for a Vineyard storage tank. HAL has previously worked with Orem City and CUWCD's drinking water system models and we have a strong understanding of those systems as well.

It is our understanding that the City desires a comprehensive drinking water system master plan. A primary focus of the plan will be incorporating new construction, recent projects, and planned developments, as well as information from the recent Water Use Data Evaluation and Tank Siting Study, to create a cohesive and complete master plan for the City's drinking water system. The master plan effort will include an extended period hydraulic model reflecting the current and buildout conditions in the City that can be used to optimize the functioning of the system. The plan will be compatible with Vineyard's Strategic Plan and will include flexibility to allow options as City goals and development plans are revised through the coming years of rapid growth. Based upon this understanding, we propose the following Scope for Services for completion of this project as described below.

SCOPE OF WORK

Based on our project understanding, we propose the following tasks. Tasks will be completed using past work where it is efficient to do so. Work required for the concurrent Water Use Data Evaluation project and Tank Siting Study will be used in this project to avoid duplication of effort. Input and direction from Vineyard City staff will be considered on all tasks.

TASK 1: PROJECT MANAGEMENT, START-UP, AND DATA COLLECTION/EVALUATION

Objective: Obtain and review water system data and information, review City staff goals for the project, and establish project management protocol.

Input:

- Contracted project work plan
- City staff's goals for the project
- 2019 Vineyard Tank Siting Study
- 2019 Vineyard Water Use Data Evaluation
- Water system information and GIS data for Vineyard and CUWCD/Orem City connections to Vineyard
- Existing system mapping and list of planned improvements/projects
- Water use data
- A list of known problem areas and concerns within the system

Activities:

- Provide project management throughout the project.
- Conduct on-site project kickoff meeting to discuss project management protocol, schedule for key meetings/milestones, master plan goals, system criteria, and data needs.
- Gather prior studies, existing modeling and mapping, growth data, GIS data, water use and system performance data, water rights information, fire flow requirements and test data, system specifications, and operation details.
- Review existing information and identify additional data needs.
- Work with City staff to obtain and prepare any additional data needs.
- Prepare system inventory and base mapping in GIS.
- Prepare and distribute meeting agendas.
- Prepare and distribute meeting notes.

Output:

- Project management protocol and master plan goals
- Water system data
- GIS system inventory mapping
- Meeting notes and presentation materials.

TASK 2: SYSTEM USERS AND DEMAND ANALYSIS

Objective: Select growth rate and buildout/planning period. Determine the existing and future projected number of connections, Equivalent Residential Connections (ERC), and water demand.

Input:

- Water use data
- Population and development/land use projection data
- State Department of Drinking Water requirements and Water Use Data Evaluation requirements

Activities:

- Perform a growth rate analysis. Select growth rate and length of planning period with input from City personnel.
- Review water use and meter data to define an ERC and calculate existing ERCs.
- Calculate future projected connections and ERCs.

- Determine any adjustments necessary to existing and future projected water use due to large water users.
- Calculate average day, peak day, and peak instantaneous system demand for existing and future projected conditions.

Output:

- Growth rate and length of planning period
- Existing and future projected number of connections and ERCs
- Existing and future projected water system demands

TASK 3: WATER SOURCE CAPACITY ANALYSIS

Objective: Evaluate the City's water rights and water source capacity and make needed recommendations.

Input:

- Water rights data
- Water source capacity data

Activities:

- Review, organize, and summarize the City's existing water rights.
- Determine the City's existing water right requirements.
- Calculate the future projected water right requirements.
- Determine water rights acquisitions, transfers, or adjustment alternatives to meet existing and future water right needs.
- Determine and summarize the City's existing water source capacity.
- Calculate existing water source capacity requirements.
- Calculate the future projected water source capacity requirements.
- Determine existing and future water source capacity issues and solution alternatives to solve the identified issues.

Output:

- Summary of existing water rights
- Existing and future projected water right needs and issues with recommended solutions
- Summary of the City's existing water source capacity
- Existing and future projected water source capacity issues with recommended solution alternatives

TASK 4: WATER STORAGE CAPACITY ANALYSIS

Objective: Evaluate the City's water storage capacity and make needed recommendations.

Input:

- Water storage capacity data

Activities:

- Determine and summarize the City's existing water storage capacity.
- Calculate existing water storage capacity requirements.
- Calculate the future projected water storage capacity requirements.
- Determine existing and future water storage capacity issues and solution alternatives to solve the identified issues.

Output:

- Summary of the City's existing water storage capacity
- Existing and future projected water storage capacity issues with recommended solution alternatives

TASK 5: WATER DISTRIBUTION SYSTEM ANALYSIS

Objective: Use the computer model to determine existing and future projected deficiencies in the water system.

Input:

- Existing City water system model
- System facility, controls, and operation data
- Water quality data

Activities:

- Develop diurnal usage patterns for the City for minimum day, average day, and maximum use day for use in extended period model simulations.
- Review and summarize water quality data from Orem and CUWCD sources.
- Develop water demands and use billing and GIS parcel layer to distribute demands throughout City. Large nonresidential water users will be located individually.
- Use City land zoning, future planning for land use, population densities, and growth potential to locate future projected water use demand.
- Create computer model to represent existing and future condition of the City's water system. The model will include distribution pipes, transmission lines, tanks, PRVs, booster pumps, wells, storage reservoirs, and control valves.
- Verify model calibration.
- Prepare simulations for existing and future projected conditions. A variety of scenarios will be evaluated to analyze the system under a range of conditions.
- Determine existing and future deficiencies in the water distribution system.
- Determine issues related to water quality, including disinfection byproducts (DBPs), water age, and chlorine residual
Determine solution alternatives to solve the identified issues.
- Determine system operation recommendations to increase system efficiency and reduce costs.

Output:

- Extended period simulation model of City water distribution system
- Existing and future system deficiencies or quality issues with recommended solution alternatives

TASK 6: IMPLEMENTATION AND CAPITAL IMPROVEMENTS PLAN

Objective: Present summary and cost estimates of preferred alternative projects as capital improvements plan. Include phasing recommendations.

Input:

- Results of previous tasks

Activities:

- Prepare summary and simplified cost estimates for solution alternatives.
- Hold alternatives workshop with City staff to determine preferred alternatives.

- Finalize summary and cost estimates for preferred solution alternatives.
- Complete capital improvements plan and phasing recommendations.

Output:

- Summary of preferred solution alternatives
- Cost estimates for preferred solution alternatives
- Capital improvements plan

TASK 7: REPORT

Objective: Prepare final master plan report.

Input:

- Results of previous tasks

Activities:

- Prepare draft report with figures reflecting results of all previous tasks.
- Submit pdf of draft report to City for review.
- Hold meeting to review City comments if needed.
- Update report according to City comments.
- Submit final pdf copy of report to City.

Output:

- Drinking water master plan report with figures

SCHEDULE

We propose to complete the proposed work within eight months of notice to proceed.

FEE

It is estimated that this effort can be completed for \$45,900. A summary of our estimated fee is presented below.

Task	Estimated Fee
Task 1: Project Management, Start-Up, and Data Collection/Evaluation	\$4,100
Task 2: System Users and Demand Analysis	\$3,500
Task 3: Water Source Capacity Analysis	\$2,000
Task 4: Water Storage Capacity Analysis	\$2,700
Task 5: Water Distribution System Analysis	\$18,300
Task 6: Implementation and Capital Improvements Plan	\$5,100
Task 7: Master Plan Report	\$10,200
Total	\$45,900

Mr. Don Overson
September 10, 2019
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ASSUMPTIONS

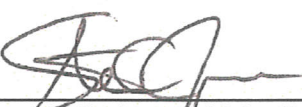
Our proposed scope, fee, and schedule assume the following:

- Vineyard City will respond promptly to requests for data, meetings, and feedback on reports.

Thank you for your consideration. Please contact us with any questions on this proposal.

Sincerely,

HANSEN, ALLEN & LUCE, INC.



Steven C. Jones, M.S., P.E.
Vice President

HAL PROPOSAL SPREADSHEET

CLIENT: VINEYARD CITY
PROJECT: DRINKING WATER MASTER PLAN

Pha	Task #	Task Activity	Billing Period	Hours											Total Hours	Labor Costs	Expense Cost	Total HAL Cost	Outside Expense	COMMENT
				Sr. Man Prof MEA	Manging Prof. SCJ	Sr Prof II	Sr Prof I	Prof III *	Prof I	PEI *	Sr. Designer	Design/Field Tech	Field Tech	CAD						
I PROJECT MANAGEMENT, START-UP, AND DATA COLLECTION/EVALUATION																				
	100	Project management	1		4.2											4.2	\$690.90	25.20	\$716.10	2 meetings
	101	Kickoff meeting	1	2.1	2.1											4.2	\$741.30	62.74	\$804.04	
	102	Progress meetings	1					4.2								4.2	\$551.25	100.28	\$651.53	
	103	Gather prior studies, models, data, and information	1					4.2								4.2	\$551.25	25.20	\$576.45	
	104	Review existing information and identify data needs	1					2.1								2.1	\$275.63	12.60	\$288.23	
	105	Obtain and prepare additional data needs	1					2.1								2.1	\$275.63	12.60	\$288.23	
	106	Prepare system inventory and base mapping in GIS	1					4.2								4.2	\$551.25	25.20	\$576.45	
	199	Quality Control (QC) / Quality Assurance (QA)	1	1.1												1.05	\$197.93	6.30	\$204.23	
	SUBTOTAL HOURS/UNITS:			3.15	6.3	0	0	16.8	0	0	0	0	0	0		26.25				
	SUBTOTAL:			\$593.78	\$1,036.35	\$0.00	\$0.00	\$2,205.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$3,835.13	\$270.11	\$4,105.24	\$0.00 Outside / Subconsultant Costs
II SYSTEM USERS AND DEMAND ANALYSIS																				
	200	Growth rate analysis	1		1.1					2.1						3.15	\$380.42	18.90	\$399.32	
	201	Define ERC	1		1.1			4.2								5.25	\$723.98	31.50	\$755.48	
	202	Calculate existing ERCs	1						4.2							4.2	\$459.90	25.20	\$485.10	
	203	Calculate future connections and ERCs	1						4.2							4.2	\$459.90	25.20	\$485.10	
	204	Determine adjustments for large water users	1						4.2							4.2	\$459.90	25.20	\$485.10	
	205	Calculate avg day, peak day, and peak inst demand	1		1.1				4.2							5.25	\$632.63	31.50	\$664.13	
	299	Quality Control (QC) / Quality Assurance (QA)	1	1.1				4.2	16.8	2.1	0	0	0	0		1.05	\$197.93	6.30	\$204.23	
	SUBTOTAL HOURS/UNITS:			1.05	3.15	0	0	4.2	16.8	2.1	0	0	0	0	0	27.3				
	SUBTOTAL:			\$197.93	\$518.18	\$0.00	\$0.00	\$551.25	\$1,839.60	\$207.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,314.64	\$163.80	\$3,478.44	\$0.00 Outside / Subconsultant Costs
III WATER SOURCE CAPACITY ANALYSIS																				
	300	Review, organize, and summarize existing water rights	1		1.1					2.1						3.15	\$380.42	18.90	\$399.32	
	301	Determine existing water right requirement	1							1.1						1.05	\$103.85	6.30	\$110.15	
	302	Calculate future water right requirement	1							1.1						1.05	\$103.85	6.30	\$110.15	
	303	Determine acquisitions/alternatives to meet needs	1		1.1			1.1								2.1	\$310.54	12.60	\$323.14	
	304	Determine existing water source capacity	1							1.1						1.05	\$103.85	6.30	\$110.15	
	305	Calculate existing water source capacity requirements	1							1.1						1.05	\$103.85	6.30	\$110.15	
	306	Calculate future water source capacity requirements	1							1.1						1.05	\$103.85	6.30	\$110.15	
	307	Determine issues and solution alternatives	1		1.1			2.1		1.1						4.2	\$552.20	25.20	\$577.40	
	399	Quality Control (QC) / Quality Assurance (QA)	1	1.1												1.05	\$197.93	6.30	\$204.23	
	SUBTOTAL HOURS/UNITS:			1.05	3.15	0	0	3.15	0	8.4	0	0	0	0	0	15.75				
	SUBTOTAL:			\$197.93	\$518.18	\$0.00	\$0.00	\$413.44	\$0.00	\$830.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,960.30	\$94.50	\$2,054.80	\$0.00 Outside / Subconsultant Costs
IV WATER STORAGE CAPACITY ANALYSIS																				
	400	Determine & summarize exist water storage capacity	1							2.1						2.1	\$207.69	12.60	\$220.29	
	401	Calculate exist water storage capacity requirements	1							4.2						4.2	\$415.38	25.20	\$440.58	
	402	Calculate future water storage capacity requirements	1							4.2						4.2	\$415.38	25.20	\$440.58	
	403	Determine issues and solution alternatives	1		2.1			4.2		4.2						10.5	\$1,312.08	63.00	\$1,375.08	
	499	Quality Control (QC) / Quality Assurance (QA)	1	1.1												1.05	\$197.93	6.30	\$204.23	
	SUBTOTAL HOURS/UNITS:			1.05	2.1	0	0	4.2	0	14.7	0	0	0	0	0	22.05				
	SUBTOTAL:			\$197.93	\$345.45	\$0.00	\$0.00	\$551.25	\$0.00	\$1,453.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,548.46	\$132.30	\$2,680.76	\$0.00 Outside / Subconsultant Costs
V WATER DISTRIBUTION SYSTEM ANALYSIS																				
	500	Develop diurnal patterns for 3+ scenarios	2		1.1					4.2						5.25	\$588.11	31.50	\$650.59	
	501	Review and summarize water quality data	2		1.1					4.2						5.25	\$588.11	31.50	\$650.59	
	502	Develop water demands and use GIS to distribute	2							8.4						8.4	\$830.76	50.40	\$925.22	
	503	Locate future projected water use demand	2							4.2						4.2	\$415.38	25.20	\$462.61	
	504	Create model to represent existing/future condition	2					12.6		12.6						25.2	\$2,899.89	151.20	\$3,203.64	
	505	Verify model calibration	2		1.1			4.2								5.25	\$723.98	31.50	\$793.25	
	506	Prepare simulations for existing/future scenarios	2					4.2		12.6						16.8	\$1,797.39	100.80	\$1,993.10	
	507	Determine existing and future deficiencies	2		2.1			16.8								18.9	\$2,550.45	113.40	\$2,797.04	
	508	Determine water quality issues	2		1.1			4.2		4.2						9.45	\$1,139.36	56.70	\$1,255.86	
	509	Determine solution alternatives to solve deficiencies	2		2.1			16.8		8.4						27.3	\$3,381.21	163.80	\$3,722.26	
	510	Determine system operation recommendations	2		2.1			8.4								10.5	\$1,447.95	63.00	\$1,586.50	
	599	Quality Control (QC) / Quality Assurance (QA)	2	1.1												1.05	\$197.93	6.30	\$214.44	
	SUBTOTAL HOURS/UNITS:			1.05	10.5	0	0	67.2	0	58.8	0	0	0	0	0	137.55				
	SUBTOTAL:			\$197.93	\$1,727.25	\$0.00	\$0.00	\$8,820.00	\$0.00	\$5,815.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$16,560.50	\$825.30	\$18,255.08	\$0.00 Outside / Subconsultant Costs

Hansen Allen & Luce, Inc. ENGINEERS



HAL PROPOSAL SPREADSHEET

CLIENT: VINEYARD CITY
PROJECT: DRINKING WATER MASTER PLAN

Pha	Task #	Task Activity	Billing Period	Hours											Total Hours	Labor Costs	Expense Cost	Total HAL Cost	Outside Expense	COMMENT	
				Sr. Man Prof MEA	Manging Prof. SCJ	Sr Prof II	Sr Prof I	Prof III *	Prof I	PEI *	Sr. Designer	Design/Field Tech	Field Tech	CAD							
VI IMPLEMENTATION AND CAPITAL IMPROVEMENTS PLAN																					
	600	Prepare summary and simplified cost estimates for alts	2		1.1			4.2		8.4						13.65	\$1,554.74	81.90	\$1,718.47		
	601	Hold alternatives workshop to determine preferred alts	2		2.1			4.2								6.3	\$896.70	75.34	\$1,020.64		
	602	Finalize summary and cost estimate for preferred alts	2		1.1			4.2		4.2						9.45	\$1,139.36	56.70	\$1,255.86		
	603	Complete capital improvements plan & phasing recs	2							8.4						8.4	\$830.76	50.40	\$925.22		
	699	Quality Control (QC) / Quality Assurance (QA)	2	1.1												1.05	\$197.93	6.30	\$214.44		
	SUBTOTAL HOURS/UNITS:			1.05	4.2	0	0	12.6	0	21	0	0	0	0	0	38.85					
	SUBTOTAL:			\$197.93	\$690.90	\$0.00	\$0.00	\$1,653.75	\$0.00	\$2,076.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,619.48	\$270.64	\$5,134.62	\$0.00	Outside / Subconsultant Costs
VII MASTER PLAN REPORT																					
	700	Prepare draft report and figures	2		2.1			50.4								52.5	\$6,960.45	315.00	\$7,639.22		
	701	Submit draft report to City	2					2.1								2.1	\$275.63	12.60	\$302.64		
	702	Hold meeting to review City comments	2		2.1			2.1								4.2	\$621.08	62.74	\$718.00		
	703	Update report according to City comments	2		1.1			4.2								5.25	\$723.98	31.50	\$793.25		
	704	Submit final report to City	2					2.1								2.1	\$275.63	12.60	\$302.64		
	799	Quality Control (QC) / Quality Assurance (QA)	2	2.1												2.1	\$395.85	12.60	\$428.87		
	SUBTOTAL HOURS/UNITS:			2.1	5.25	0	0	60.9	0	0	0	0	0	0	0	68.25					
	SUBTOTAL:			\$395.85	\$863.63	\$0.00	\$0.00	\$7,993.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$9,252.60	\$447.04	\$10,184.62	\$0.00	Outside / Subconsultant Costs
	TOTAL HOURS BY EMPLOYEE:			10.5	34.65	0	0	169.05	16.8	105	0	0	0	0	0						

PHASE	TASK	Labor	Direct Exp	Subtotal	Subconsultant	SubTotal
		Costs	Cost		Costs	
I	PROJECT MANAGEMENT, START-UP, AND DATA COLLECTION	\$3,835.13	\$270.11	\$4,105.24	\$0.00	\$4,105.24
II	SYSTEM USERS AND DEMAND ANALYSIS	\$3,314.64	\$163.80	\$3,478.44	\$0.00	\$3,478.44
III	WATER SOURCE CAPACITY ANALYSIS	\$1,960.30	\$94.50	\$2,054.80	\$0.00	\$2,054.80
IV	WATER STORAGE CAPACITY ANALYSIS	\$2,548.46	\$132.30	\$2,680.76	\$0.00	\$2,680.76
V	WATER DISTRIBUTION SYSTEM ANALYSIS	\$16,560.50	\$825.30	\$18,255.08	\$0.00	\$18,255.08
VI	IMPLEMENTATION AND CAPITAL IMPROVEMENTS PLAN	\$4,619.48	\$270.64	\$5,134.62	\$0.00	\$5,134.62
VII	MASTER PLAN REPORT	\$9,252.60	\$447.04	\$10,184.62	\$0.00	\$10,184.62
	TOTAL:	\$42,091.09	\$2,203.69	\$45,893.55	\$0.00	\$45,893.55

Filename: H:\Marketing\Proposals_SOQ's\2019\Vineyard(Vineyard DW Master Plan.Proposal Spreadsheet_2019.xlsm)Data - Contingency in Hours





SALT LAKE AREA OFFICE
859 W South Jordan Pkwy – Suite 200
South Jordan, Utah 84095
Phone: (801) 566-5599
www.hansenallenluce.com

Mr. Chris Wilson, P.E.
Assistant Public Works Director
City of Vineyard
125 S Main Street
Vineyard, Utah 84059

July 21, 2021

RE: Additional services for water master plans

Dear Mr. Wilson:

This document serves as an addendum to Task Order 319.04.100 to Engineering Services Agreement (the Agreement) for the Vineyard City Drinking Water System Master Plan, originally dated the 9th day of October, 2018. Vineyard City requested services additional to the scope of the original contract, that were billed toward the original contract. As such, additional budget is requested to finish the original scope of work.

The attached Exhibit A contains a list of additional services that were completed at the request of the City by Hansen, Allen, & Luce, Inc. (HA&L). HA&L shall be reimbursed for these additional services on an hourly billing rate plus reimbursable expenses basis, with a not-to-exceed additional fee of \$12,200 in accordance with the Agreement. The initial scope and associated fees in the Agreement shall remain unchanged.

Please do not hesitate to call if you have any questions.

Sincerely,

Marvin E. Allen, M.S., P.E.
Principal

CLIENT: _____

HANSEN, ALLEN & LUCE, INC.

By: _____

By: _____

Its: _____

Its: _____

**VINEYARD CITY DRINKING WATER MASTER PLAN
ADDITIONAL SERVICES PERFORMED**

Additional services performed over the course of the master planning effort by Hansen, Allen & Luce (HAL) included the following:

- The original draft master plan was prepared under the assumption that Vineyard's future storage tank would be located within Orem City. However, HAL performed a comprehensive update after Vineyard personnel decided that the tank would be located within Vineyard City (\$6,600). This update included the following:
 - Tank siting alternatives analysis
 - Modeling and analysis to develop an operational scheme that considers CUWCD contract limitations, the location of the tank in the City, energy efficiency, water quality, and operations
 - A revised future system model
 - An updated report, including a revised capital facilities plan.
- HAL performed the following to assist Vineyard in coordinating with Central Utah Water Conservancy District (\$5,600):
 - Hydraulic modeling, including the production of a combined CUWCD – Vineyard system model
 - Production of a couple memoranda detailing the proposed operational scheme and providing recommendations for consideration in the agreement with CUWCD.
 - Coordination with valve manufacturers to overcome potential design challenges due to pressure differentials in both systems.
 - Coordination and meetings with Vineyard to discuss the proposed operating scheme and address concerns. Note, we held similar meetings with CUWCD but these coordination meetings were charged to CUWCD.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 12-9-2019

Agenda Item: 6.3 Water System Design Tasks

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

City Staff has been working with Engineering consultant Hansen Allen and Luce Engineers (HAL) to preliminarily design the culinary water system build out and to ensure that the city meets state code. During this process we have also worked with Orem City and Central Utah Water Conservancy District (CUWCD) for water sourcing and water storage tank locations to serve the city. We have found that the newly acquired public works property at the north end of the City would best facilitate the water storage tank. It was also found that it would be to the benefit of all parties for Vineyard City to update its water agreement with Orem and take all water sources from CUWCD. HAL Engineers has prepared work tasks to complete the design of the culinary water system build out which include: Water Tank Design, Pump Station Design, and Meter Station and Pipeline Design. HAL Engineers is well known for their expertise in these areas and staff requests the Council's approval to proceed with the design of these task with HAL Engineers. The proposed task orders are to be billed at a time and materials basis with a Not-to-Exceed amount. For this reason, we do not see a need to include a contingency.

Fiscal Impact:

Tank Design Task Order	\$ 390,980.00
Pump Station Task Order	\$ 325,890.00
Meter Station and Pipeline Task Order	\$ 323,623.00
Total	\$1,040,493.00

Recommendation:

Motion to Approve

Sample Motion:

Motion to approve city staff to contract with Hansen Allen and Luce Engineers to complete the 3 attached tasks to complete the culinary water system build out as proposed.

Attachments:

Water Master Plan Map, Tank Design Task Order, Pump Station Task Order, and Meter Station and Pipeline Task Order

Mr. Chris Wilson, P.E.
Assistant Public Works Director
City of Vineyard
125 S Main Street
Vineyard, Utah 84059

July 27, 2021

RE: Vineyard City Pipelines and Meter Station Designs
Budget Amendment No. 1 - Additional Services

This document serves as Amendment 1 to Task Order 319.05.300 to Engineering Services Agreement (the Agreement) for the Vineyard City Pipelines and Meter Station Designs, dated the 23rd day of November, 2020.

As we have discussed in several meetings with you, JUB Engineers has performed significant additional services related to the above referenced project. We have also expanded their services to include additional pipelines such as an additional pipeline in Mill Road from 400 North to Center Street and a pipeline in 400 North from the Railroad to Mill Road. We have deleted from their contract the meter stations(they will be designed by Central Utah Water Conservancy District) and the pipeline in 800 North from Mill Road to Geneva Road after having already performed significant work on this pipeline segment. This pipeline segment was deleted after CUWCD indicated that they would prefer that we make our connection to their system in 400 North instead of upsizing the existing connection in 800 North at Geneva Road. Attached please find Attachment 1 from JUB which provides documentation regarding the modifications to their work and accompanying costs.

We propose a professional “not to exceed” engineering budget amendment of \$144,601 for the extra work. The following table summarizes the estimated engineering fee required to accomplish this extra work.

ITEM	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
1	JUB Additional Costs (See Attachment 1)	\$139,315.00
2	HAL 2% MARKUP [*]	\$2,786.00
3	Additional HAL Coordination Time Associated With These Modifications	\$2,500.00
	Total Amendment No. 1 Fee	\$144,601.00

- Note: HAL’s normal markup on subconsultants is 10%. However, we are only adding 2% to this contract to cover costs associated with Professional Liability Insurance which is based upon our gross billings, including any subconsultant revenues.

Mr. Chris Wilson
July 27, 2021
Page 2

Total Contract Price prior to this Amendment =	\$323,623
Amendment No. 1 Request =	\$144,601
Total Contract Price with Amendment =	\$468,224

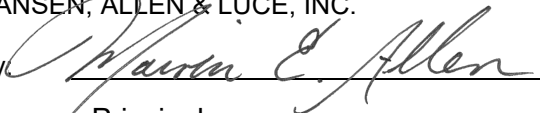
Accepted by:

CLIENT: _____

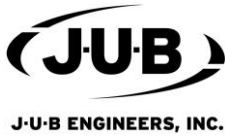
By: _____

Its: _____

HANSEN, ALLEN & LUCE, INC.

By:  _____

Its: Principal _____



**J-U-B ENGINEERS, Inc.
AMENDMENT 1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Vineyard City Phase 1 Water Transmission Pipeline

CLIENT: Hansen, Allen & Luce (HAL) / Vineyard

J-U-B PROJECT NUMBER: 50-50-059

CLIENT PROJECT NUMBER: modification to HAL task order no. 319.50.300

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/20/2020; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Changes in the project since work began in early 2021 have occurred necessitating changes to the project scope, schedule, and budget. These include the following:

1. Multiple alternate alignments were considered in varying degrees of detail, including survey and cost estimating.
2. Multiple changes were considered to points of connection to the CUWCD lines.
3. Evaluated the cost of a change in pipe material from PVC to DI for larger diameter pipes (including corrosion protection).
4. The schedule was extended due to additional time required for prepare for construction of the water tank related to this project, additional scope of work, and the completion of Vineyard's coordination with property owners.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

C. Task A: Project Management

Subtask 7. Additional Work: Coordination and contract modifications related to consideration of changed alignments, points of connection to CUWCD, corrosion protection, and the Mill Road waterline

Subtask 8. Additional Work: Project management time due to the extended duration of the project and monitoring status

D. Task B: Preliminary Engineering, Permitting, 60% Design

Subtask 16. Additional Work: Explore alternate alignments, connection points, pipe material (see the graphic with the heading, "Example of Different Alignments" in Exhibit 1-B for examples). Work includes the following:

- a. Alternate connection to the existing CUWCD source line to feed the tank was considered. The new location is on the west side of the railroad tracks, much farther south than the

original location, and includes about 2000 more linear feet of pipe design along a different alignment.

- b. Multiple alternate alignments were considered on the north and south side of the Vineyard Connector.
- c. Multiple locations of crossing the railroad tracks at 800 North were considered.
- d. Different alignments associated with the changes in points of connection on 800 North and 400 North were/will be evaluated.
- e. A different location of the point of connection to serve the tank is being considered, resulting in additional waterline alignment evaluations.
- f. Points of connection on 800 North were eliminated
- g. Point of connection at 400 North was added, as well as another railroad crossing at 400 North to access it, and pipe along 400 North from the railroad crossing to Mill Road.
- h. Evaluate the cost of a change in pipe material from PVC to DI for larger diameter pipes.
- i. Preliminary design to negotiate new 48" storm drain and 15" sewer crossing conflicts associated with the Downtown Vineyard Phase 1 Offsite Utilities Project near the south end of the Vineyard Connector.

Subtask 17. Additional Work: Right-of-way and easements research, topographic survey related to alternate alignments and connection points.

Subtask 18. Additional Work: Preliminary design phase work related to 400 North railroad crossing, including topographic survey and coordination with permittees.

Subtask 19. Additional Work: Preliminary design phase work related to new 12" waterline in Mill Road from 400 North to Center Street

- a. Utility mapping research
- b. Topographic survey
- c. Prepare preliminary plan and profile sheets
- d. Map corridor utilities and identify conflicts
- e. Subsurface utility investigation of up to four locations completed by Utility Mapping Services.
- f. Evaluate phasing constraints and plan construction sequencing necessary to keep water in service as required
- g. Complete 60% level design drawings
- h. Prepare preliminary opinion of probable cost

E. Task C: Final Design and Complete Bidding Documents

Subtask 13. Remove Subtask: Remove from the scope of work to complete the design of three metered connections to CUWCD, since they design their own metering vaults.

Subtask 14. Additional Work: Final design of 400 North railroad crossing, including design, plan preparation, and submitting agency packages.

Subtask 15. Additional Work: Final design phase work related to new 12" waterline in Mill Road from 400 North to Center Street.

- a. Incorporate comments from 60% review with City
- b. Prepare final design plan and profile drawings
- c. Additions to technical specifications and bidding documents for 12" waterline
- d. Prepare details and required construction sequencing for Mill Road waterline
- e. Prepare 90% design documents and submit to City for review
- f. Address final comments and finalize bidding documents
- g. Prepare engineer's estimate for 12" waterline

The alignment of pipe along 800 North was shortened to only extend from the railroad tracks to Mill Road, but the alignment along 400 North was added from the railroad tracks to Mill Road.

The net effect on final design is negligible.

F. Task E: Construction Engineering Support

Subtask 11. Additional Work: Construction engineering work related to new 12" waterline in Mill Road from 400 North to Center Street. The net effect of the addition of pipe design in 400 North and Mill Road and the removal of 800 North from Mill Road to Geneva Road is about a

10% increase in total length of pipe on the project. We estimate a similar increase in the construction engineering hours required.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- C. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. N/A
- D. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. As the level of effort related to evaluation of an unknown number of alignment evaluations cannot be determined, future changes in scope may be required.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the **additional** fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
A	Project Management, additional work tasks	Time and Materials (Estimated Amount Shown)	\$20,838	Concurrent with work progress
B	Preliminary Engineering, Permitting, and 60% Design, additional work tasks	Time and Materials (Estimated Amount Shown)	\$101,786	Add 5 months to the schedule: Draft for CLIENT review 9 months after executed contract, notice to proceed, and receipt of all required data
C	Final Design and Complete Bidding Documents, Additional work tasks	Time and Materials (Estimated Amount Shown)	9,326	Add 5 months to the schedule: Draft for CLIENT review 11-13 months after executed contract, notice to proceed, and receipt of all required data
E	Construction Administration Services	Time and Materials (Estimated Amount Shown)	7,365	Concurrent with work progress
Total:			\$139,315	

The above fees were developed from the Work Plan attached as Exhibit 1-A.

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure (Revised June 14, 2021)
- Exhibit 1-B: Description of Scope, Fee and Schedule Changes

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Treatment/Distribution (W03)
2. Municipal/Utility Engineering (203)



THE
LANGDON
GROUP
a JUB Company



GATEWAY
MAPPING
INC.
a JUB Company

OTHER J-U-B COMPANIES

Vineyard Phase 1 Water Transmission Pipeline

Work Breakdown Structure

Last Updated 07/26/2021

Description	Total	Total
	(hrs)	(\$)
Vineyard Phase 1 Water Transmission Pipeline	980	\$139,315
Task A - Project Management and Progress Meetings	118	\$20,838
007 - Additional: Coordination and contract modifications associated with scope changes	44	\$8,272
008 - Additional: Project management time related to extended schedule and monitoring status	74	\$12,566
Task B - Preliminary Engineering, Permitting, and 60% Design	678	\$101,787
016 - Additional: Explore alternate alignments, connection points, pipe material	404	\$56,909
017 - Additional: Right-of-way and easements research, topographic survey related to alternate alignments and connection points	150	\$19,490
018 - Additional Work: Preliminary design phase work related to 400 North railroad crossing	24	\$3,848
019 - Additional: Preliminary design phase work related to Mill Road waterline (400 N to Center)	100	\$21,540
Task C - Final Design and Complete Bidding Documents	141	\$9,326
003 - Remove Subtask: Complete design of (3) metered connections to CUWCD	-44	(\$14,567)
014 - Additional Work: 400 North railroad crossing	19	\$2,431
015 - Additional Work: Final design phase work related to Mill Road waterline (400 N to Center)	166	\$21,461
Task E - Construction Administration Services	43	\$7,365
011 - Additional Work: Construction engineering work related to Mill Road waterline (400 N to Center)	43	\$7,365

Vineyard City Phase 1 Water Transmission Pipeline

Description of Scope, Fee, and Schedule Changes

July 26, 2021

Original Agreement

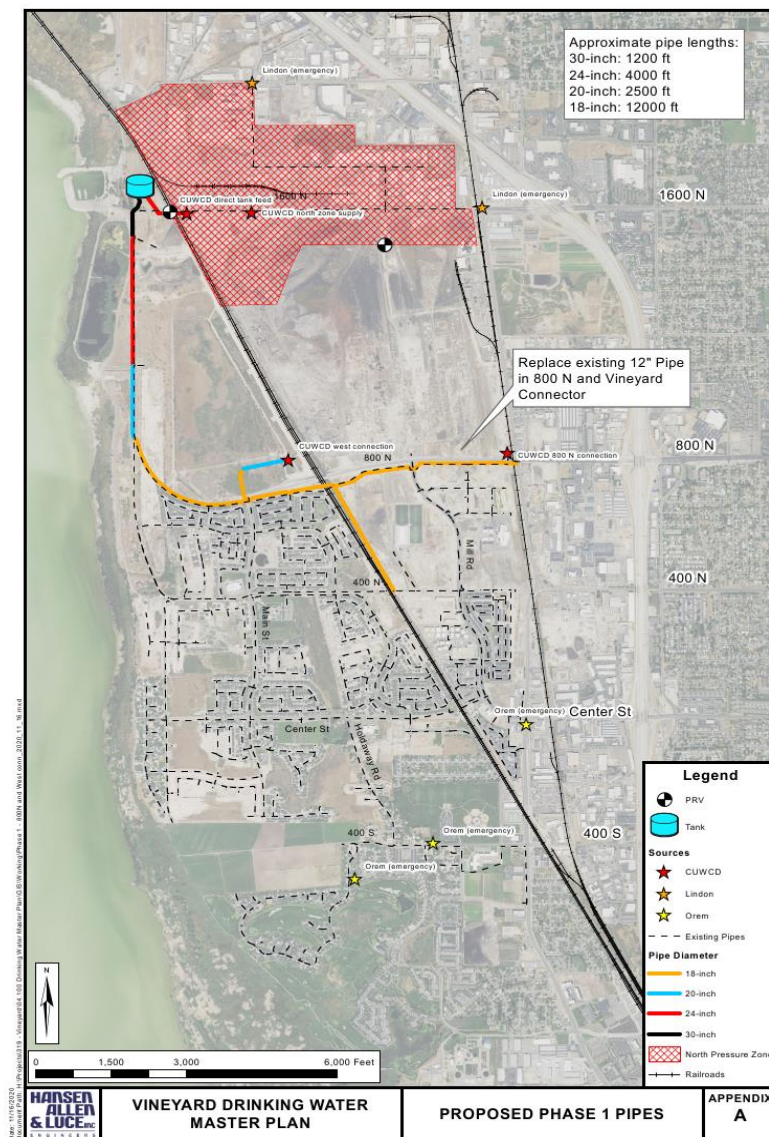
The J-U-B scope of services is based on the following project understanding, as noted in the J-U-B agreement:

“The proposed pipeline is planned to be of various pipe diameters as shown on Exhibit 1-A. The preferred alignment has already been agreed upon and J-U-B’s tasks, assumptions and deliverables are listed below.”

Exhibit 1-A shows the preferred alignment of the pipelines that was to be the subject of design. The alignments include the pipe from a source to the tank, the pipe from the tank to a point of connection to the CUWCD pipeline at 800 North Geneva Road, the pipe to a point of connection near the railroad tracks, and the pipe parallel to the railroad tracks from 800 North to 400 North. These pipeline alignments and points of connection were the basis of the design.

The second task of work (Preliminary Engineering, Permitting and 60% Design) includes evaluation of existing utilities, reviewing geotechnical data, conducting topographic survey, locating utilities, mapping, identifying utility conflicts and potential utility relocations, subsurface utility investigation, and preparing preliminary design drawings along the preferred alignment of the pipelines in Exhibit 1-A.

Exhibit 1-A from Original Agreement



Work Requested

As we got started on the project, Vineyard asked J-U-B to look into multiple pipeline alignments that differed from what was scoped. The graphic below is a compilation of different alignments provided to our surveyors for the purpose of describing where we needed topographic survey. With the different alignments and points of connection to the CUWCD pipelines there was considerable related survey work, right-of-way and easement research, mapping and preliminary engineering, meetings, and discussions regarding the evaluation of these alignments.

Example of Different Alignments



The data in the graphic above was prepared in February 2021. We have been asked to identify more alignment and point of connection alternatives since then. The alignments and points of connection are still not finalized. We are now in the process of preparing documents for the City to review proposed alignments with property owners.

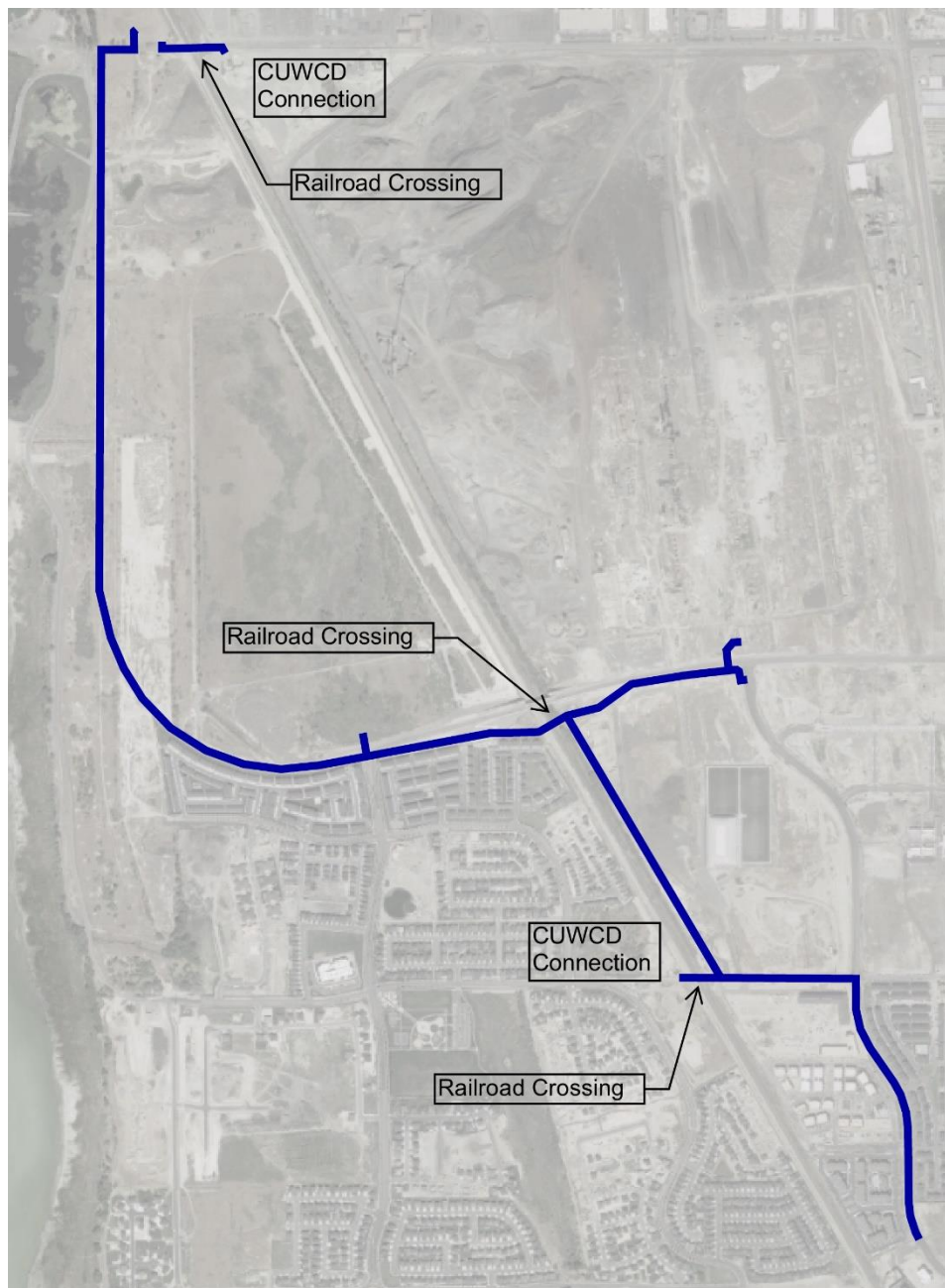
The need to design the meter vaults was eliminated, since CUWCD designs their own vaults; this eliminates one subtask from our scope.

In addition to alignments and points of connection, we have also been asked to evaluate the cost of using ductile iron pipe (rather than PVC pipe) for pipes larger than 20" in diameter and the cost of corrosion protection of ductile iron pipes.

Other changes include one additional railroad crossing at 400 North in order to access the existing CUWCD station on the west side of the tracks, a new 12" pipe in Mill Road from 400 North to Center Street, and the need to design around a pending 15" sewer and 48" storm drain crossing at the bend in the Vineyard Connector.

The alignment, CUWCD connection points, and railroad crossings as planned are shown below.

Currently Planned Alignment, CUWCD Connection Points, and Railroad Crossings



As evidenced by the need to modify the contract at this stage to account for the out-of-scope work, our diligence in holding to the scope yielded to a desire to meet the needs of Vineyard. We recognize that it is better for everybody in the long run if we align the work we agree to perform with the contract much more closely. Included in this adjustment to our scope of work is time to monitor our work much more closely regarding the agreed-upon scope, schedule, and budget.

The original schedule was from preliminary design to be performed in four months, from January to May 2021. Much work has been performed related to the different alignments and points of connection, but most of the preliminary design work has not yet been accomplished, as we are still working on finalizing alignments and points of connection. We therefore expect that it will still be several months before the preliminary design work will be done. We are estimating that it will take until at least September to complete the work, assuming the alignments and points of connection are finalized within the next few weeks.

The extension of preliminary design schedule from the original four to six months to nine to 11 months adds to the cost of managing the project.

A review of completed work related to the alternate alignment evaluations identified the magnitude of both the completed work to date and provided a basis of assumptions for work yet to be completed. A tabulation of these figures is shown below.

Vineyard Phase 1 Water Transmission Pipeline Fee									
Updated 7/26/2021									
Task	Original Fee	In-Scope Work				Out-of-Scope Work			
		Money Spent on Work Already Performed That Will Not Have To Be Repeated	Work Not Yet Performed	Money Spent on Work Already Performed That Will Have To Be Repeated	Work Removed from Scope	Already Performed	Not Yet Performed	Addition to Fee	Modified Fee
Task A: Project Management	\$9,896	\$3,517	\$6,379			\$1,544	\$19,294	\$20,838	\$30,734
Task B: Preliminary Engineering, Permitting, 60% Design	\$120,690	\$27,363	\$86,281	\$7,046		\$37,529	\$57,212	\$101,787	\$222,477
Task C: Final Design and Complete Bidding Documents	\$70,293		\$55,726		\$14,567		\$23,892	\$9,325	\$79,618
Task D : Bidding Support Services	\$6,308		\$6,308						\$6,308
Task E Construction Administration Services	\$75,836		\$75,836				\$7,365	\$7,365	\$83,201
Expenses	\$2,600		\$2,600						\$2,600
TOTAL:	\$285,623	\$30,880	\$233,130	\$7,046	\$14,567	\$39,073	\$107,763	\$139,315	\$424,938
Original Fee Calculation:	\$285,623	=	\$30,880 + \$233,130	+	\$7,046 + \$14,567				
Addition to Fee Calculation:					\$7,046 - \$14,567	+	\$39,073 + \$107,763	=	\$139,315
Modified Fee Calculation:	\$285,623				+			\$139,315	= \$424,938

Work related to point of connection, alignment, railroad crossing, and additional piping changes is reflected in Tasks A, B, C, and E. Out-of-scope work in Task A is related to careful monitoring of scope, schedule, and budget moving forward and evaluation of this scope change.

The tasks containing additional work are described in detail in the proposed contract modification documents.

TASK ORDER NO. 319.05.300
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: Vineyard City

Effective Date of Agreement: October 31, 2017

THIS TASK ORDER NO. 319.05.300 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 23th day of November, 2020, by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: _____
Vineyard City Pipelines and Meter Station Designs

The PROJECT SITE is located as follows: Various Locations in the City (See Attached Figure entitled "Proposed Phase 1 Pipes Appendix A")

2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 319.05.300-A.
3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on a time and materials basis with a Not-to-Exceed amount of \$323,623.00 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 319.05.300-B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. SERVICES associated with this TASK ORDER will be completed within by the end of June 2021 for Design, then 5-month bidding and construction period following written authorization from the CLIENT to HAL to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, CLIENT and HAL have executed this TASK ORDER as of the date first above written.

CLIENT: VINEYARD CITY

By: [Signature]

Its: CITY MANAGER

Attest: [Signature]

Its: Deputy Recorder

HANSEN, ALLEN & LUCE, INC.

By: [Signature]

Its: President

Attest: [Signature]

Its: Vice President

SCOPE OF SERVICES

Summarized below are the project understanding, scope of work, and fee estimate.

PROJECT UNDERSTANDING

Vineyard currently receives all drinking water from Orem City and Central Utah Water Conservancy District (CUWCD) wholesale connections. Vineyard currently only has 0.5 MG of storage capacity for its drinking water system, with an agreement with CUWCD to provide 4 MG of storage through April 2021. Post April 2021, CUWCD is contracted to continue to provide 2.0 MG of capacity in its system. Vineyard must develop its own drinking water storage capacity to cover the deficit, which is projected to be 6 to 8 MG. Vineyard, has decided to locate the tank on the Vineyard Public Works property located at about 2100 West 1600 North in Vineyard. This location will require that water from the tank be pumped into the system via a booster pump station to provide the required pressures for the City's potable water system and for fire flows. This will also require additional and enlarged transmission pipelines from the tank location into the City Water System.

The City has requested that HA&L assist the City in providing design services and services during construction for the new tank, pump station, and pipelines. HAL is partnering with JUB Engineering to perform the work associated with the design of the pipelines and meter stations that will connect to the CUWCD wholesale supply system. HAL will perform the design for the tank and pump station, and JUB will perform the design for the pipelines and meter stations. HAL will coordinate the work by JUB. This Task Order applies to work associated with the pipelines and meter vaults only. The tank and pump station are addressed in separate task orders.

Work includes 1200 feet of 30-inch diameter pipeline, 4,000 feet of 24-inch pipeline, 2,500 feet of 20-inch pipeline, 12,000 feet of 18-inch pipeline, and three, meter stations. The pipelines and meter stations are illustrated on the attached figure, entitled "Proposed Phase 1 Pipes, Appendix A."

SCOPE OF WORK

The suggested scope of work by JUB for assisting the City in accomplishing this project is attached as Attachment 1.

ESTIMATED FEE

We propose a professional "not to exceed" engineering budget of \$323,623 to perform the services as outlined in this proposal. The following table summarizes the estimated engineering fee required to accomplish each task.

TASK	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
100	Project Management by HAL	\$38,000
200	Project Management, Preliminary Pipeline Design, and 60% Design JUB	\$130,586
300	Final Pipeline Design and Complete Bidding Documents	\$70,293
500	Bidding Support Services	\$6,308
600	Services During Construction & Reimbursable Expenses	\$78,436
	TOTAL ESTIMATED FEE	\$323,623.00

Included in Attachment 1 is a detailed manpower and cost breakdown by task and subtask, as well as assumptions included in our fee estimate.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Vineyard City Phase 1 Water Transmission Pipeline

CLIENT: Hansen, Allen & Luce (HAL) / Vineyard

J-U-B PROJECT NUMBER: 50-20-059

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/20/2020; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Vineyard City plans to construct a new 6 MG water storage tank within the City. A water transmission pipeline connecting three Central Utah Water Conservancy District (CUWCD) meter stations is required to provide water to the proposed storage facility within Vineyard City. HAL will provide the professional services necessary for the design for the water storage tank and pumping facility, and J-U-B will provide professional services necessary for the design, bidding and construction of Phase 1 of the proposed water transmission pipeline. The proposed pipeline is planned to be of various pipe diameters as shown on Exhibit 1-A. The preferred alignment has already been agreed upon and J-U-B's tasks, assumptions and deliverables are listed below.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task A: Project Management and Progress Meetings

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Schedule and conduct a design kickoff meeting and site visit. Document meeting minutes and distribute them to the project team.
3. Conduct project planning and risk assessment.
4. Coordinate quality assurance / quality control (QA/QC) processes.
5. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
6. Communicate and coordinate subconsultant activities under J-U-B.
7. Regularly monitor project status, budget and schedule.
8. Participate in 2 design review meetings at 60% and 90%.
9. Provide a monthly invoice including budget status and schedule.
10. Provide ongoing document handling and filing.
11. Conduct internal reviews of deliverables and at appropriate phases for quality control and assurance.

B. Task B: Evaluation of Alignments and Preliminary Engineering

For this task, J-U-B will:

1. Research existing utilities and collect mapping of existing utilities in the preferred pipeline alignment. Conduct preliminary utility investigations and obtain design blue stake information.
2. Coordinate with permittees (CUWCD, UDOT, UTA, UPRR) on concept level design concerns.
3. Review existing geotechnical investigation report at various locations on the preferred alignment.
4. Conduct topographic survey and utility locations of preferred alignment.
 - a. This scope includes topographic survey up to 25 feet either side of the proposed water line alignment determined previously, and within the public right-of-way.
5. Develop topographic base map and surface of preferred alignment.
6. Identify gaps in existing utility data.
7. Prepare preliminary plan and profile drawings of proposed piping.
8. Map corridor utilities and identify conflicts. Recommend utility conflict resolution and potential utility relocations. Coordination with utilities for request to relocate.
9. Complete a subsurface utility investigation of preferred alignment at up to 24 locations completed by Utility Mapping Services (UMS).
10. Add located corridor utility data to base mapping and identify additional conflicts. Resolve apparent conflicts as stated previously.
11. Complete 60% level design drawings, including plan and profile drawings, and preliminary design of three connections to CUWCD water supply.
12. Prepare technical memorandum summarizing findings and design decisions.
13. Prepare a preliminary engineer's estimate of probable construction costs.
14. Prepare a Table of Contents for Technical Specifications.
15. Submit to Vineyard and HAL for 60% review and comment.

Assumptions:

- a) UMS will perform a subsurface investigation of existing utilities (at up to 24 locations) will be performed on the preferred alignment.
- b) Geotechnical investigation was completed previously by RB&G Engineering.
- c) Vineyard will coordinate with affected property owners.
- d) 2 rail crossings are anticipated across UTA and UPRR.
- e) 1 of the 3 metered connections to CUWCD that are part of this project is existing and may require modifications.
- f) Meter connections will include a concrete vault, flowmeter, valves and appurtenances, system controls, and an RTU panel for SCADA interface.

Deliverables:

1. 60% complete design plan and profile drawings.
2. Preliminary design for new and modified metered connections to CUWCD.
3. Table of Contents for technical specifications.
4. Preliminary Opinion of Probable Cost for alignments.

C. Task C: Final Design and Complete Bidding Documents

For this task, J-U-B will:

1. Incorporate comments from 60% review with City and HAL.
2. Complete final design plan and profile drawings of transmission pipeline.
3. Complete detailed design of three metered connections to CUWCD.
4. Share most recent design information with CUWCD, UDOT, UTA and UPRR.
5. Prepare Right-of-Way and up to 6 easement descriptions as required by the alignment.
6. Prepare technical specifications and front-end bidding documents.
7. Structural engineering design and analysis of structures.
8. Complete final design details, including metered connections to CUWCD.
9. Prepare and submit agency (CUWCD, UDOT, UTA and UPRR) packages and request permit approval.
10. Prepare 90% design documents for review with City and HAL.

11. Address final comments and finalize bidding documents.
12. Submit for plan review approval from Utah Division of Drinking Water (DDW).
13. Prepare final engineer's estimate of probable construction costs.

Assumptions:

1. Prepare ROW and Easement documents (up to 6) necessary for the proposed alignment.
2. Vineyard City will coordinate with individual property owners. J-U-B can provide a supplemental scope of work to assist with coordination.
3. Hansen, Allen & Luce (HAL) will provide water tank overflow elevation.
4. HPE will provide electrical engineering (power and controls) services for the metered connections with CUWCD.
5. J-U-B will coordinate necessary permit approvals.

Deliverables:

1. Approval packages for permitting agencies
2. 90% Design Drawings and Technical Specifications
3. 90% Engineer's Opinion of Probable Construction Cost
4. Complete Bidding Documents (front-end documents, technical specifications, and design drawings).

D. Task D: Bidding Support Services

For this task, J-U-B will:

1. Prepare notice inviting bids as part of the bidding documents.
2. Submit bidding documents to the City.
3. Prepare for and conduct pre-bid meeting.
4. Respond to bidder's questions and prepare addenda as necessary.
5. Attend bid opening.
6. Review bids for completeness, prepare bid tabulation and make recommendation for award.
7. Prepare (3) original sets of contract documents.

Assumptions:

1. Bidding will be a traditional open bidding process.

Deliverables:

1. Pre-Bid meeting agenda.
2. Bidding Documents
3. Addenda
4. Bid tabulation and recommendation for award
5. (3) original sets of contract documents

E. Task E: Construction Administration Services

For this task, J-U-B will:

1. Prepare and conduct a pre-construction meeting with the awarded Contractor.
2. Review Contractor provided submittals.
3. Respond to requests for information.
4. Review Change Order requests.
5. Review and recommend applications for payment from Contractor.
6. Conduct bi-weekly construction progress meetings.
7. Provide Resident Project Representative for construction observation, prepare progress reports and record keeping.
8. Substantial completion review.
9. Prepare record drawings from Contractor redlined documents.
10. Submit request for operating permit from DDW.

Assumptions:

1. 16 weeks of active construction.
2. 10 bi-weekly construction progress meetings. J-U-B will provide bi-weekly report updates.
3. Resident Project Representative onsite for 14 hours per week during active construction.

Deliverables:

1. Pre-Construction Agenda
2. Record Drawings
3. Construction reports including photographic documentation.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Topographic and monument survey of proposed water storage tank site
 2. Design of proposed new water storage tank and appurtenant facilities.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Additional construction administration services.
 2. Additional optimization and analysis of alignment.
 3. Hydraulic transient analysis and mitigation through design alternatives.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control, including impacts from the COVID-19 pandemic and related business restrictions.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
A	Project Management	Time and Materials (Estimated Amount Shown)	\$9,896.	Concurrent with work progress
B	Preliminary Engineering, Permitting and 60% Design	Time and Materials (Estimated Amount Shown)	\$120,690.	Draft for CLIENT review 4 months after executed contract, notice to proceed, and receipt of all required data
C	Final Design and Complete Bidding Documents	Time and Materials (Estimated Amount Shown)	\$70,293.	Draft for CLIENT review 6 - 8 months after executed contract, notice to proceed, and receipt of all required data
D	Bidding Support Services	Time and Materials (Estimated Amount Shown)	\$6,308.	Concurrent with work progress
E	Construction Administration Services	Time and Materials (Estimate Amount Shown)	\$75,836.	Concurrent with work progress
F	Reimbursable Expenses	Time and Materials (Estimate Amount Shown)	\$2,600.	Concurrent with work progress
Total:			\$285,623.	

The above fees were developed from the Work Plan attached as Exhibit 1-B.

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

Exhibit(s):

- Exhibit 1-A: Conceptual Alignment of Phase 1 Water Transmission Pipeline
- Exhibit 1-B: Work Plan
- Exhibit 1-C: [proposals from UMS and HPE dated November 19, 2020]

For internal J-U-B use only:

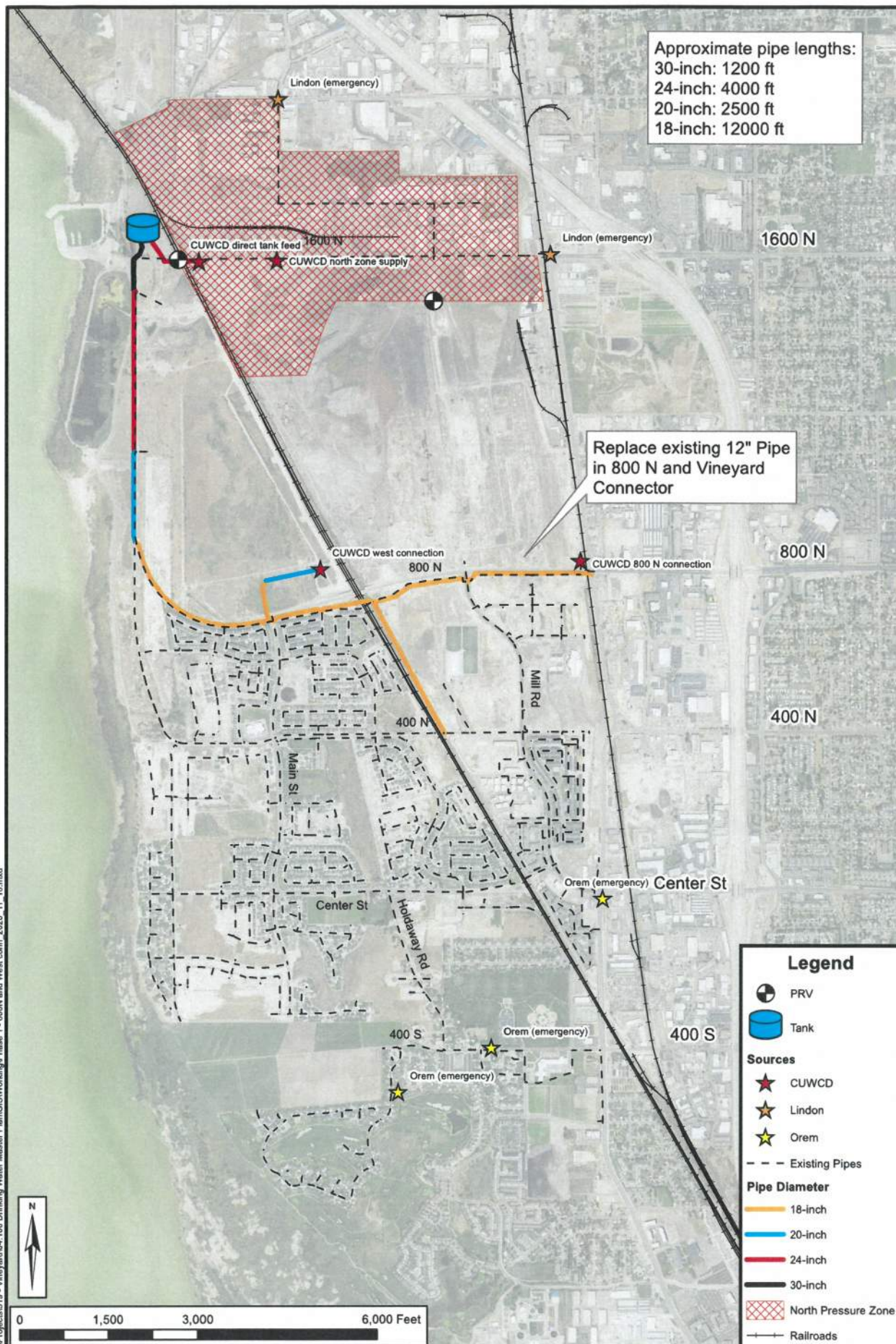
PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Treatment/Distribution (W03)
2. Municipal/Utility Engineering (203)



Date: 11/16/2020
 Document Path: H:\Projects\319 - Vineyard\04 - Vineyard Water Master Plan\GIS\WorkingPhase 1 - 800N and West conn. 2020 11 16.mxd



VINEYARD DRINKING WATER MASTER PLAN

PROPOSED PHASE 1 PIPES

APPENDIX A

Exhibit 1-B

Client: Vineyard City - Hansen, Allen & Luce, Inc.
 Project: Phase 1 Water Transmission Piping
 Project No.:
 Date: November 20, 2020

Task #	Staff/ID #	Total Hrs	Total \$
Task No.	Description	Total (hrs)	Total (\$)
A Project Management and Progress Meetings			
A-1	Project Kickoff Meeting and Project Setup	14	\$ 2,526.00
A-2	60% Design Review Meeting	8	\$ 1,360.00
A-3	90% Design Review Meeting	8	\$ 1,360.00
A-4	Budget and Schedule Monitoring	8	\$ 1,656.00
A-5	Quality Control/Quality Assurance Process Oversight	6	\$ 1,262.00
A-6	Monthly Client Update Reports / Invoicing	11	\$ 1,732.00
		0	\$ -
	Subtotal (hrs)	55	\$ 9,896.00
	Subtotal		\$ 9,896.00
B Preliminary Engineering, Permitting and 60% Design			
B-1	Utility mapping research of preferred alignment	26	\$ 2,849.68
B-2	Review previous geotechnical investigation reports	8	\$ 1,332.00
B-3	Conduct topographic survey of preferred alignment	74	\$ 8,370.00
B-4	Coordinate with permittees (CUWCD, UDOT, UTA and UPRR) on concept level design concerns	14	\$ 2,452.00
B-5	Develop topographic base map and surface of preferred alignment	21	\$ 3,637.00
B-6	Identify gaps in existing utility data	6	\$ 1,026.00
B-7	Prepare preliminary plan and profile sheets using base map and include mapped existing utilities	20	\$ 3,060.00
B-8	Map corridor utilities and identify conflicts. Recommend required utility conflict resolution and potential utility relocations. Coordination with utilities for request to relocate.	38	\$ 4,067.52
B-9	Subsurface investigations - potholing	18	\$ 65,190.00
B-10	Incorporate results from subsurface investigation - follow up with permitting agencies	26	\$ 3,395.84
B-11	Complete 60% level design drawings, including plan and profile drawings, and preliminary design of three connections to CUWCD	127	\$ 16,118.76
B-12	Prepare design technical memorandum summarizing design decisions	8	\$ 1,332.00
B-13	Prepare a preliminary engineer's estimate of probable construction costs - internal review	32	\$ 5,555.36
B-14	Prepare a Table of Contents for Technical Specifications	10	\$ 1,638.00
B-15	Submit to Vineyard for review and comment	4	\$ 666.00
		0	\$ -
	Subtotal (hrs)	432	\$ 120,690.16
	Subtotal		\$ 120,690.16
C Final Design and Complete Bidding Documents			
C-1	Incorporate comments from 60% review with City	23	\$ 3,398.04
C-2	Complete final design plan and profile drawings of transmission pipeline	80	\$ 8,903.52
C-3	Complete design of (3) metered connections to CUWCD	44	\$ 14,566.76

Task #	Staff ID #	Total Hrs	Total \$
C-4	Share most recent design information and request permit approval from CUWCD, UDOT, UTA and UPRR	32	\$ 5,192.00
C-5	Prepare ROW and easement descriptions as required	45	\$ 7,499.00
C-5	Prepare technical specifications and front-end bidding documents	18	\$ 2,862.00
C-6	Structural engineering design and analysis	15	\$ 2,349.00
C-7	Prepare final design details	57	\$ 6,900.76
C-8	Prepare and submit agency (CUWCD, UDOT, UTA and UPRR) packages.	34	\$ 4,606.76
C-9	Prepare 90% design review documents for review with City and submit	40	\$ 6,403.04
C-10	Address final comments and finalize bidding documents	36	\$ 5,220.36
C-11	Submit for plan review approval from DDW	4	\$ 666.00
C-12	Prepare final engineer's estimate of probable construction costs	10	\$ 1,726.00
	Subtotal (hrs)	438	\$ -
	Subtotal		\$ 70,293.24
D Bidding Support Services			
D-1	Prepare for and conduct a Pre-Bid meeting with approved Bidders	7	\$ 1,233.00
D-2	Respond to questions and issue addenda as necessary	6	\$ 1,026.00
D-3	Participate in bid opening	1	\$ 207.00
D-4	Review submitted bids and prepare a bid tabulation	3	\$ 513.00
D-5	Recommend award of construction to the most responsive bidder	7	\$ 1,223.00
D-6	Prepare (3) original sets of contract documents	14	\$ 2,106.00
	Subtotal (hrs)		\$ -
	Subtotal	38	\$ 6,308.00
E Construction Administration Services			
E-1	Prepare for and conduct a Pre-Construction meeting with Contractor	7	\$ 1,233.00
E-2	Review Contractor submittals	8	\$ 2,082.00
E-3	Respond to Requests for Information (RFI)	10	\$ 2,246.00
E-4	Review Change Order Requests	6	\$ 1,026.00
E-5	Review and Recommend Applications for Payment from Contractor	16	\$ 2,664.00
E-6	Conduct bi-weekly construction progress meetings	46	\$ 8,592.00
E-7	Construction observation and prepare progress reports	284	\$ 49,902.00
E-8	Substantial completion review	16	\$ 3,202.00
E-9	Prepare record drawings from Contractor redlined documents	24	\$ 4,015.72
E-10	Submit for operating permit from DDW	5	\$ 873.00
	Subtotal (hrs)	0	\$ -
	Subtotal	422	\$ 75,835.72
Exp Expenses			
Exp-1	Mileage	0	\$ 1,600.00
Exp-2	Production Costs	0	\$ 600.00
Exp-3	Misc Fees and other expenses	0	\$ 400.00
	Subtotal (hrs)	0	\$ -
	Subtotal		\$ 2,600.00
	Total (hrs)	1,385	
	Total		\$ 285,623.0

**Hegerhorst
Power
Engineering, Inc.**

708 East 50 South
American Fork, Utah 84003

Telephone: (801) 642-2051
Fax: (801) 642-2154

November 19, 2020

Attn: Delmas Johnson
J-U-B ENGINEERING
240 West Center St., #2004
Orem, UT 84097-6322

Subject: Electrical Engineering Proposal
RE: Vineyard City Metering Stations

Hegerhorst Power Engineering (HPE) Company is providing this proposal to JUB Engineering, Inc (JUB) for electrical engineering services related to specifying, designing and preparing construction drawings for three Vineyard City (VCI) Metering Vaults.

BASIS:

For the project, this proposal is based on an email from JUB.

ASSUMPTIONS:

This proposal is also based on the following assumptions:

Technical Assumptions:

- 1) The metering vaults will have a Vineyard City and a Central Utah Water Conservancy District (CUWCD) RTU.
- 2) All vaults will include AC power, lighting, exhaust fan controlled by a time switch, floor flood switch(es) and power outlet. The vaults will be configured to CUWCD's standard vault design as far as practical.
- 3) Metering vaults may include electric operated valve actuators, with remote control/monitoring by a VCI.

Administrative Assumptions:

- 1) If permitted, project coordination meetings will be held at VCI's offices. If not, coordination meetings will be virtual.
- 2) The project will be done on AutoCAD v. 2018 or newer release.
- 3) That the drawings we prepare will be on JUB title block, similar to previous CUWCD projects.
- 4) The drawings will be published as 11x17 format. HPE will print the final copy in our office. The final drawings will be stamped and signed by a Utah Professional Engineer. Drawings will be electronically delivered to JUB.
- 5) HPE will prepare our drawings using drafting standards previously used on JUB's projects.
- 6) HPE will publish an Electrical (Division 26, six digit numbering system) specification sections typically provided on recent JUB projects. For publishing HPE will provide JUB .docx files. JUB will be responsible to provide to HPE, ASAP:

Attn: Delmas Johnson
JUB ENGINEERS, INC.
Electrical Engineering Fee Proposal
Vineyard Metering Vaults

- header and footer information
- project font
- project pitch
- margins, etc.

so our edited files will match your specifications.

- 7) JUB shall provide to HPE, a Table of Contents of the General and Technical specification sections prepared by JUB. HPE will then coordinate specification references as required to JUB's sections.

SCOPE OF WORK:

ADMINISTRATIVE ACTIVITIES

- 1) HPE has included time to participate in the project Kickoff meeting, as needed.
- 2) HPE has included time to participate in one review meetings with CUWCD, as requested.
- 3) HPE will provide progress drawings to JUB via e-mail as requested.
- 4) Phone calls for coordination purposes are also anticipated.
- 5) HPE has included time to incorporate comments from CUWCD and JUB as needed.
- 6) HPE has included in-house reviews and team coordination meetings as necessary.

ELECTRICAL/INSTRUMENTATION DESIGN ACTIVITIES

- 1) Based on the anticipated electrical loads, HPE will prepare new RMP Service forms for the electrical service to the vaults. It is anticipated all vaults will be serviced by Rocky Mountain Power.
- 2) HPE will include RMP load sheet on the electrical drawings.
- 3) HPE will include on electrical site plans, a proposed location for the utility metering equipment and as required, a location for a CUWCD SCADA RTU.
- 4) HPE will include sizing the wire/conduit to all the electrical and instrumentation/control loads as required.
- 5) HPE will include instrumentation and controls as required.
 - Valve actuators (as required).
 - Flow Metering (as required).
 - Vault floor high water switch.
 - Ventilation fan electrical controls.
- 6) HPE will provide support and answer questions to bidders. We will also assist as requested to evaluate bidders.

DELIVERABLES

- 1) HPE will deliver via e-mail to JUB, electronic copies of electrical specifications as .pdf files. We are anticipating JUB to electronically publish the bidding documents.
- 2) HPE will deliver to JUB, 11x17-inch .pdf files of the drawings. The drawings will be stamped and signed by a Utah Professional Engineer.

SERVICES DURING CONSTRUCTION

Attn: Delmas Johnson
JUB ENGINEERS, INC.
Electrical Engineering Fee Proposal
Vineyard Metering Vaults

HPE has included time for the following construction tasks:

- 1) Supporting a pre-construction meeting as requested.
- 2) Providing submittal review as requested.
- 3) Responding to contractor electrical questions.
- 4) Providing a final site inspection for each vault.
- 5) As-build drawings (as needed).
- 6) Review final O&M Manual submittal (as requested).

EXCLUDED WORK

The following items are not included in this proposal. Should these be required, HPE will respond as requested and negotiate additional fees appropriate to the work.

- 1) Although the project will be designed to interface with a CUWCD RTU, HPE is not anticipating detailing the wiring diagrams or assembly for the SCADA RTU's. HPE anticipates that the detail RTU design will be by either CUWCD or Vineyard's SCADA Contractor.
- 2) Preparation of detailed electrical construction cost estimates. (Some Owners have requested a detail construction cost estimate. HPE can do this, but typically will require a slight fee adjustment.)
- 3) Preparation of any bills of material. (Some projects Owners have requested that HPE prepare detailed Bills of Materials to ensure equity in bidding and quality control during construction.) The time to prepare these are not included in this proposal.
- 4) Obtaining any permits for construction activities.
- 5) Printing or re-producing electrical drawings or specifications, except as noted.

FEE SCHEDULE

Refer to attached schedule for a breakdown of tasks and hours.

Design:

\$1,330.00	Administrative
\$1,600.00	Engineering
\$4,340.00	Document Preparation
\$616.50	Expenses
\$7,526.00	Total Electrical Fee

Design services are anticipated to be hourly, not-to-exceed.

Construction Services:

\$1,380.00	Administrative
\$800.00	Engineering
\$320.00	Document Preparation
\$148.00	Expenses
\$2,648.00	Total Electrical Fee

Attn: Delmas Johnson
JUB ENGINEERS, INC.
Electrical Engineering Fee Proposal
Vineyard Metering Vaults

Construction Services are anticipated to be hourly.

INSURANCE

HPE will provide Professional Errors and Omissions insurance, with a maximum limit of \$2,000,000 limit on coverage. HPE will also provide appropriate Workers Compensation Insurance as required by the State of Utah.

OUT OF SCOPE BILLING RATES

Any work and expenses which are beyond the scope of work described in this proposal which is requested and approved by JUB will be performed on an hourly basis.

EFFECTIVE DATE

This proposal will remain effective until the close of business, 5:00 p.m., prevailing local time, on November 27, 2020.

Should you have any questions or desire any additional information, please feel free to contact me.

Sincerely,

HEGERHORST POWER ENGINEERING, INC.



Keith B. Hegerhorst, P.E.
President

\\HPESERVER-PC\HPE_Projects\20.000\JUB Engineers\Vineyard Meter Stations\proposal.wpd

Attn: Delmas Johnson
JUB ENGINEERS, INC.
Electrical Engineering Fee Proposal
Vineyard Metering Vaults

Hourly Labor Rates

Professional Engineer	\$160.00
Design Engineer I	\$130.00
Draftsperson	\$80.00
Secretary	\$50.00

- Notes:
1. The above rates include salary, payroll burdens, and other overheads.
 2. For travel, charges begin when employees leaves home base and terminated upon return thereto.
 3. The hourly labor rates as shown above apply to straight time, i.e. forty hours per week, only. Overtime, if required and authorized by JUB, or their authorized representative, will be charged at the hourly labor rate as shown above times a factor of 1.50.
 4. The above hourly rates include all reimbursable items except as follows: (I) mileage, which shall be charged at the rate of \$0.54 per mile, and/or (ii) all outside services which shall be billed at invoice cost times a factor of 1.00 and/or (iii) out-of-town travel and associated expenses which shall be billed at cost times a factor of 1.00.
 5. The above rates apply for the time a respective individual is serving in the capacity shown.
 6. Outside services include consultants, reproduction, supplies, per diem, and the such.

Vineyard Metering Vaults							
		hours					
		KH	EE	draft	sec	mileage	cost
Design Phase - Administrative Tasks:		\$160.00	\$130.00	\$80.00	\$50.00	\$0.58	
Meetings:							
	Site Visit (4 sites)	0.00					\$0.00
	travel time to/from site	0.00				75	\$0.00
	meeting notes	0.00					\$0.00
	Project Kickoff Meeting	0.00					\$0.00
	travel time to/from meeting	0.00				75	\$0.00
	meeting notes	0.00					\$0.00
	60% Design Review Meeting	0.00					\$0.00
	travel time to/from meeting	0.00				75	\$0.00
	meeting notes	0.00					\$0.00
	90% Design Review Meeting	2.00					\$320.00
	travel time to/from meeting	0.00				75	\$0.00
	meeting notes	1.00					\$160.00
	in-house coordination meetings	1.00		1.00			\$240.00
	correspondence (e-mail, phone calls, etc.)	2.00					\$320.00
	Engineering Review	1.00					\$160.00
	Accounting/Billing Review:	0.50			1.00		\$130.00
	Subtotal:	7.50	0.00	1.00	1.00	300	\$1,330.00
	Expenses (\$8/hr)	\$60.00		\$8.00	\$8.00	\$174.00	\$250.00
			Design Phase - Administrative Tasks: Subtotal				\$1,330.00
Design Phase - Engineering Tasks:							
	Electrical power tasks						
	Power One-Line Daigram	0.50					\$80.00
	research equipment dimensions for plans	1.00					\$160.00
	Electrical Utility Tasks						
	voltage drop caculations	0.00					\$0.00
	AIC calculations	0.00					\$0.00
	Preliminary Utility Load Sheet	0.50					\$80.00
	Final Utility Load Sheet	0.50					\$80.00
	Electrical Schedules						
	Service/Panelboard	1.00					\$160.00
	ventilation Equipment Schedule	0.50					\$80.00
	Equipment Schedule	0.75					\$120.00
	RTU I/O List	1.00					\$160.00
	Lighting fixture schedule	0.50					\$80.00
	Project Tag List	1.00					\$160.00
	Lighting						
	Photometric analysis	0.00					\$0.00
	Instrumentation						
	Coord w/C. Engineer	0.00					\$0.00
	Instrument selection & coordination	0.50					\$80.00
	Subtotal:	7.75	0.00	0.00	0.00	0.00	\$1,240.00
	Expenses (\$8/hr)	\$62.00		\$0.00	\$0.00	\$0.00	\$62.00
			Design Phase - Engineering Tasks: Subtotal				\$1,240.00
Design Phase - Preparation of Drawings/Specs:							
	Project cad drawings setup			1.75			\$140.00
	Rcv & cleanup project plans from Client (8 sites)			2.00			\$160.00
	Electrical Legend, Abbrev., & Notes			0.25			\$20.00
	Common Electrical Diagrams						
	Power One-Line (typical)	1.00		1.50			\$280.00
	I&C One-Line (typical)	1.00		1.50			\$280.00
	Electrical Schedules						\$0.00
	tag list	0.50		0.50			\$120.00
	Electrical Plans						

[illegible]



November 19th, 2020

Mr. Delmas W. Johnson, P.E.
J-U-B Engineers, Inc.
240 West Center Street, Suite 200
Orem, Utah 84057
801.226.0393

**RE: Vineyard Water Main
Vacuum Excavation Services**

Dear Mr. Johnson:

Utility Mapping Services, Inc. (UMS) is pleased to submit this cost estimate to conduct excavation services for the subject project. For this effort, UMS is conducting, and thereby is only responsible for, specific vacuum excavations detailed in this work scope. UMS shall not be held responsible for the accuracy or completeness of all previous utility mapping activities completed by others on this project, nor is it implied herein that the efforts of any field campaign will include performing quality assurance review, corrections, updates, or assumption of any liability for utility information depicted by others. If, during the course of field operations, inconsistencies are incidentally identified within the data set, UMS will record and communicate such observations to J-U-B Engineers, Inc.

UMS estimates that 4 holes will be completed per day of field operations at the hole locations outside of the railroad right of way. UMS estimates that 2 holes will be completed per night of field operations at the hole locations that are within 25-feet of the railroad due to limited access requirements. The production rate will be dependent on the targeted utility type, soil conditions, location of excavation, depth of utility, traffic control requirements, pavement material, patching requirements, etc. The estimated cost to complete up to 24 vacuum excavations is \$56,661.50 (see attached cost spreadsheets for a breakdown of the anticipated costs). The vacuum excavations will consist of excavating a hole approximately 14-16 inches wide and up to 6-7 feet deep. A two-person UMS crew (in addition to the vacuum excavation crew) will perform the vacuum excavations, log the test hole data, prepare field notes and sketches. UMS's cost estimate for these services is based on the following assumptions:

- J-U-B Engineers, Inc. will be responsible for identifying the proposed vacuum excavation locations. UMS will dig at these targeted locations, but will not be responsible for any mismarked, mislabeled, or missing utilities.
- J-U-B will have a representative on site to make final determinations regarding excavation efforts as a QL B designating effort has not and will not be performed on the project.
- Night work will be required for some excavations, specifically those within the UTA ROW.
- Vacuum excavations which fail to expose the utility after reaching a reasonable depth (typically 6-7") will still be considered a completed excavation.
- A possibility exists that existing conditions (i.e. groundwater, large boulders) may prevent crews from exposing the targeted utility. In addition, utilities may be installed at a depth beyond the limits of the vac excavation equipment.
- Each excavation is accessible to the vac truck and crew.
- Excavations are anticipated to all be located in the asphalt or concrete roadway. The excavations are assumed to require coring services, flowable fill in each test hole and Utilibond to replace/repair the cored plug.

- T-patches or hot mix asphalt repair is not included in the scope of work or cost estimate.
- The estimated costs for traffic control and permits for Vineyard City, UTA and UPRR have been included with this proposal, actual costs will be invoiced.
- Submittal documents will include log sheets indicating utility depth, photos of each excavation and field sketches.
- UMS will discuss with the project manager and seek approval prior to performing any work outside this original scope.

At UMS's discretion, a separate cost estimate may be submitted should existing conditions differ from those stated in this list of assumptions.

This effort shall not be construed as being in compliance with ASCE/CI 38-02 - *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*, nor is it implied herein.

Please contact Cameron Greer (801.910.5366, cgreer@umsi.us) with any questions regarding this submittal.

Sincerely,
Utility Mapping Services, Inc.

A handwritten signature in black ink, appearing to read 'Cameron Greer', written in a cursive style.

Cameron Greer, E.I.
Utah Project Manager

Attachment: Cost estimate

Utility Mapping Services, Inc.

Cost Proposal for Utility Vacuum Excavations

Project Name: Vineyard Water Main

Ums Project No: 11633.1

Date: November 19, 2020

Owner: Vineyard City

Contact: Delmas W. Johnson, P.E.

Address: 240 West Center Street, Suite 200, Orem, UT 84057

Phone: 801.226.0393

Email: dwjohnson@jub.com



Utility Mapping Services, Inc.

2724 South 3600 West, Unit K

West Valley City, UT 84119

801.972.5090

www.umsi.us

email: cgreer@umsi.us

Utility Vacuum Excavations: Assuming 24 vacuum excavations on utilities less than 7-feet in depth, 16 in pavement, 8 in dirt. Twelve of the holes are assumed to be within 25-feet of the railroad tracks.

Project Task No.	Project Task Description	Project Manager	Project Engineer	Senior Engineer	Principal Engineer	Field Ops Manager	Field Specialist II	Field Specialist I	Staff Engineer	Clerical	Total Hours
2100	Work Plan, H&S, Traffic, Permits	8	4	2	2	6	4			2	28.0
2200	Mobilization					18	6				24.0
2300	Test Hole Staking/Designing					4	24				28.0
2400	Utility Locating					48					48.0
2500	Engineering Survey					4					4.0
2600	CADD Development										0.0
2700	Database Development	2	4	1	1	4	2				4.0
2800	Project Documentation & QA/QC	2	3	1	1						13.0
2900	Submittal Preparation	2	2	1	1					2	8.0
Total Hours											
	Hourly Rates	12.0	13.0	4.0	4.0	4.0	36.0	0.0	0.0	4.0	157
	Total Direct Rates	47.05	37.28	49.85	49.85	37.88	34.30	27.68	38.07	38.29	6018.29
	Fully Burdened Rates	564.64	484.58	199.40	199.42	3182.26	1234.83	0.00	0.00	153.17	6018.29
	Total Burdened Rates	140.54	111.33	148.89	148.90	113.15	102.45	82.66	113.71	114.37	17975.00
		1686.43	1447.29	595.55	595.60	9504.53	3688.10	0.00	0.00	457.49	6018.29

Total Labor and Overhead 165.19% 15959.90

Fixed Fee 12.00% 1915.19

FCCM 1.66% 99.90

Labor Costs 17975.00

Item	Unit	No. of Units	Unit cost	
CADD Station	hour	0.00	11.45	0.00
Survey Equipment (Trimble R8 RTK GPS)	day	1.00	146.00	146.00
Geodatabase Fee	hour	4.00	27.00	108.00
Specialty Field Vehicle	mile	1100.00	0.575	632.50
Total Direct Costs				886.50

Ums Services 18861.50

Vacuum Excavation Truck and Crew	day	24.00	450.00	10800.00
Pavement Repair and Resurfacing	ea	16.00	175.00	2800.00
Pavement Coring	ea	16.00	125.00	2000.00
Mobilization and Dumps	day	9.00	200.00	1800.00
Permits (Vineyard (assumed to be waived), UPRR, UTA)	ea	2.00	2500.00	5000.00
Nighttime Flowable Fill (includes \$3,000 charge for night operations)	ea	1.00	4200.00	4200.00
Daytime Flowable Fill	ea	1.00	1200.00	1200.00
Traffic Control (does not include flaggers)	day	10.00	1000.00	10000.00

Vendor Services, Permits, Traffic Control 37800.00

Vacuum Excavation Total \$56,661.50

*Traffic control, vac truck and permit costs are approximate: actual costs will be invoiced.
THIS ESTIMATE IS VALID FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL

STANDARD FEE SCHEDULE 2020

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional	\$194.55/hr
Managing Professional	\$169.75/hr
Senior Professional II	\$155.85/hr
Senior Professional I	\$140.45/hr
Professional III.....	\$135.45/hr
Professional II.....	\$121.60/hr
Professional I.....	\$113.00/hr
Professional Intern.....	\$102.05/hr
Engineering Student Intern	\$52.95/hr
Senior Designer.....	\$109.05/hr
Senior Field Technician	\$109.05/hr
Field Technician	\$88.60/hr
CAD Operator.....	\$88.60/hr
Public Relations Specialist.....	\$135.45/hr
Administrative Assistant	\$65.00/hr
Professional Land Surveyor.....	\$125.25/hr
1 Man GPS Surveying Services – PLS	\$148.00/hr
Expert Legal Services.....	\$300.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	\$46.00 per day
Vehicle	\$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$130.00 per day
Drone Unit	\$500.00 per day plus data conversion costs
Data Logger/Transducer.....	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.



Community Development

DATE: August 11, 2021
FROM: Briam Amaya Perez, Planner II
TO: City Council
ITEM: 9.1, 9.2, and 9.3 Consideration of ordinances to update the Vineyard Zoning Code
APPLICANT(S): Resident Initiated and City Initiated

INTRODUCTION:

On August 4, 2021, the Planning Commission recommending the following ordinances for approval by the City Council. These ordinances have been properly noticed in the newspaper, posted on the Vineyard City website and the Utah State Public Notice website, and mailed to all affected entities. Property owners near any proposed zoning changes were notified consistent with the requirements of state code.

Ordinance 2021-08: Amendment to VZC 15.48.040 'General' and VZC 15.48.070 'Sign Standard Table'
City Initiated

This text amendment proposes changes to how monument signs and wall signs are measured and permitted.

Ordinance 2021-07: Amendment to VZC 15.34.030 'Accessory Buildings'
Resident Initiated

This text amendment has been proposed by applicant, Spencer Gothberg, with Infinity Pools Design. This text amendment proposes changes to VZC 15.34.030 'Accessory Buildings'. The changes include adding a section that considers swimming pools and spas as part of the primary building if they are within six (6) feet of the primary building; as such they must adhere to the building setback of the primary building. The applicant has asserted that allowing swimming pools and spas to be located within six (6) feet of a primary building will increase the homeowner's full enjoyment of his property and his family's overall health and happiness.

Ordinance 2021-06: Amendment to VZC 15.32.230 'Requirements for Walls and Fences' and VZC 15.38.030 'Parking Requirements'
City Initiated

This text amendment proposes changes to VZC 15.32.230 'Requirements for Walls and Fences'. The changes include language that regulates various elements of a retaining wall and 'terraced' retaining walls such as maximum height, measuring processes, permit requirements, construction deadlines, and more. Furthermore, the ordinance includes language that allows fences and walls to be built on top of retaining walls.

This text amendment also proposes changes to VZC 15.38.030 'Parking Requirements'. As discussed in the July 28, 2021, Planning Commission meeting, this amendment seeks to create consistency between VZC 15.38.030 'Parking Requirements' and VZC 15.36.030 'Project Site Planning and Building Design Requirements' regarding site lighting standards. Both codes will now read that the maximum allowed height for private parking lot lighting shall be twenty (20') feet.

RECOMMENDATION:

Staff and Planning Commission are recommending approval of the proposed ordinances.

PROPOSED MOTION:

"I move to approve the proposed zoning ordinance text amendment: Ordinance 2021-06"

"I move to approve the proposed zoning ordinance text amendment: Ordinance 2021-07"

"I move to approve the proposed zoning ordinance text amendment: Ordinance 2021-08"

ATTACHMENTS:

Ord. 2021-06

Ord. 2021-07

Ord. 2021-08

**VINEYARD
ORDINANCE 2021-06**

**AN ORDINANCE OF THE CITY OF VINEYARD UTAH AMENDING THE
VINEYARD ZONING ORDINANCE SECTION 15.32.230 'REQUIREMENTS FOR
FENCES AND WALLS' AND SECTION 15.38.030 'PARKING 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 August 4, 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 August 11, 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 the Vineyard, in the State of Utah, as follows:

SECTION 1: AMENDMENT "15.32.230 Requirements For Fences And Walls" of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.32.230 Requirements For Fences And Walls

1. Height.

- a. No fence, wall, or similar structure shall be erected on any required rear or side yard to a height in excess of six (6) feet, except as otherwise specified in this section. Fences or walls located on the front property line or on the side property line within the front yard shall not exceed a height of forty two (42) inches. Fence and wall height shall be measured from finished grade.
- b. Fences and wall heights shall comply with clear view triangle requirements of corner lots and driveways areas as required in Section 15.32.280 and 15.32.290 of the view VZO areas.
- c. Any fence and wall higher than six (6) feet shall require a Building Permit.
- d. Solid, sight-obscuring fences and walls, separating commercial, public utilities and industrial uses from residential uses zones, may be required as a buffering and screening treatment not to exceed eight (8) feet, except for required clear view areas. Fence and wall height of up to eight (8) feet may be approved for public utilities and industrial uses by the planner for safety and security purposes.
- e. The finished grade shall not be specifically altered to increase fence or wall height.

2. Sports Court Fencing.

- a. Residential sports court fencing, not to exceed ten (10) feet in height, shall only be permitted around tennis courts, badminton courts and other similar play areas provided that fences over six (6) feet in height are located in the side and rear yards and setback a minimum distance of three (3) feet from the side property line and three (3) feet from the rear property line. Residential sports court fencing shall be installed for the purposes of enclosing sports court areas only.
- b. Sports court and field fencing within established city parks or city open space areas may exceed six (6) feet in height as determined necessary by the City Manager or his/her designee.
- c. Sports court fencing over six (6) feet in height shall be made of open wire construction of galvanized steel or other corrosion-resistant material.

3. Retaining Walls.

- a. Retaining walls include any wall or other similar system, including stacked rocks/boulders, intended to resist the lateral displacement of earth or other materials.
- b. A building permit will be required for retaining walls with a height greater than four (4) feet, measured from the bottom of the footing to the highest point of the retaining wall.
- c. The submittals for a building permit shall include a certified engineering design and a site plan with slope/grades defined. Retaining walls shall be designed to meet local building and engineering codes. In addition to the certified engineering design, the design engineer shall inspect the construction of the retaining wall and certify that the retaining wall was built per the approved design and shall submit that certification to the city within fourteen days of the completion of the retaining wall.
- d. The height of any single retaining wall shall not exceed eight (8) feet.

measured from the finished grade to the highest point of the retaining wall. Any retaining wall needing to exceed this limit, shall be designed as a terraced retaining wall (a tiered retaining wall consisting of two or more walls whereby the upper wall is set back from the underlying wall).

- e. Terraced retaining walls shall be constructed out of one (1) type of material. For each additional terraced wall, each wall shall be constructed out of material that is similar in look, color, and texture. The terraces of a retaining wall shall be stepped to form benches which shall be a minimum distance of one-half (1/2) the height of the lower retaining wall and shall be landscaped. Benches shall be measured from the top back of the lower retaining wall to the bottom face of the terraced retaining wall.
 - f. Fences and walls are permitted to be located on top of retaining walls. Under no circumstances, shall the fence portion of the combined exposed face of the retaining wall exceed six (6) feet in height, measured from the top of the retaining wall to the top of the fence.
 - g. For rear or side property lines, where a fence is placed on top of a retaining wall, the combined exposed face shall not exceed fourteen feet in height at any single point, measured from the finished grade of the underlying retaining wall to the highest point of the fence. Retaining walls that exceed eight (8) feet in height shall be terraced in accordance with subsection (e) of this section.
 - h. Where retaining walls were erected as part of a subdivision approval, the design and construction of any additional retaining walls shall first be submitted for review and approval by the city, based on plans and specifications certified by a certified structural engineer, and erected using the colors and materials as were approved for the subdivision.
 - i. The landscape and drainage for retaining walls shall be maintained by the property owner(s).
4. **Compatible Design.** All walls and fences shall be compatible with the surrounding landscape and the architecture and building materials of buildings on and adjacent to the property.
5. **Quality of Construction.** All walls and fences shall be constructed in a workman-like manner according to industry standards.
6. **Maintenance of Fences and Walls.** All fences and walls shall be maintained in good repair. Areas adjacent to the wall or fence shall be maintained by the property owner.
7. **Special Zoning Districts or Planned Developments.** In addition to these standards, property located within a special zoning district shall comply with all applicable requirements of [YZC 15.14 Special Purpose Districts](#). Property located within a planned development shall comply with all standards listed in any associated development agreement.

SECTION 2: AMENDMENT “15.38.030 Parking Requirements” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.38.030 Parking Requirements

1. Off-street parking spaces shall be provided according to the following provisions and standards.
 - a. **General Provisions**
 - i. **Floor Area.** The term "floor area" for the purpose of calculating the number of required parking spaces shall be the "Gross Floor Area" of the structures plus defined exterior use areas except as may be provided or modified herein.
 - b. **Change of Use or Occupancy of Buildings.** Off-street parking and loading spaces as required herein shall be provided at the time of any new uses of land or construction of a new building. Any change of use or occupancy of any building or buildings, including additions thereto, requiring more parking shall not be permitted until such additional parking spaces as required by this Section are provided.
 - c. **Parking for a Residential Use.** Off-street parking facilities for residential uses shall be utilized solely for the parking of licensed and operable passenger vehicles owned by the occupants of the residence or the parking of passenger automobiles by guests of said occupants.
 - d. **Accessible Parking**
 - i. Accessible parking for non-residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Utah Americans with Disabilities Act (Utah ADA) and International Building Code (IBC) as amended.
 - ii. Accessible parking for multiple-family residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Federal Fair Housing Act (FFHA) and International Building Code (IBC) as amended.
 - e. **Parking Stall Dimensions.** The following shall be the minimum parking stall size:

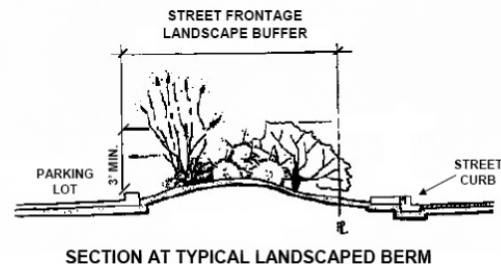
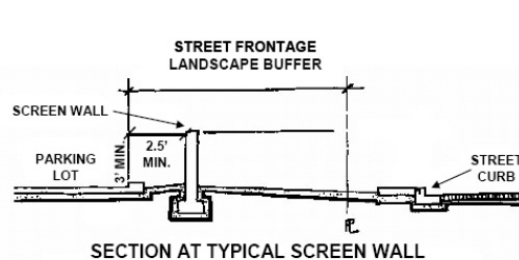
Type	Width	Length*
Standard	9 Feet	20 Feet
Parallel	8 Feet	24 Feet

* The front of the parking space may overhang two (2) feet into a landscape strip or pedestrian walkway, however, any parking spaces protruding over a pedestrian walkway shall maintain at least a four (4) foot wide clearance for pedestrian access (a total of six (6) feet from the curb face to the opposite edge of the walkway).

- f. **Parking Aisle Dimensions.** The following shall be the minimum parking aisle width:

Parking Angle	One-Way Aisle	Two-Way Aisle
90 degree	24 Feet	24 Feet
60 degree	18 Feet	22 Feet
45 degree	18 Feet	20 Feet
30 degree	18 Feet	20 Feet

- g. **Parking Lots.** Parking lots shall be designed in groupings no larger than two hundred (200) spaces. Larger lots shall be divided by buildings, plazas, or significant landscaped areas oriented for pedestrian use.
- h. **Within Structures.** The off street parking requirements may be furnished by providing spaces designed within the principle building or a parking structure. However, no building permit shall be used to convert said parking structures into a dwelling unit, living area, or other activity until other adequate provisions are made to comply with the required off-street parking provisions of this Section.
- i. **Circulation Between Bays.** Parking areas shall be designed so that circulation between parking bays occur within the designated parking lot and does not depend upon a public street or alley. Parking area designs which require backing into a public street are prohibited except one, two or three-family dwellings.
- j. **Surfacing.** All areas intended to be utilized for parking space, access aisles, and driveways shall be paved with concrete or asphalt to control dust and drainage. Areas for outdoor storage of material and equipment may be covered with decomposed granite to provide a dust-free surface. Such area shall not be considered as part of a required landscape area.
- k. **Striping.** Except for one, two and three-family dwellings, all parking stalls shall be marked with painted lines not less than four inches (4") wide.
- l. **Lighting.** Parking lots used during hours of darkness shall be illuminated. Any lighting used to illuminate an off-street parking area shall be so arranged as to reflect the light down and/or away from adjoining property, abutting residential uses and public right-of-ways and shall be a maximum of twenty-five (25) feet in height above the surface of the parking lot for non-residential uses and sixteen (16) feet for residential uses.
- m. **Protruding Vehicles.** All on-site parking stalls shall be designed and constructed so that parked vehicles shall not protrude over a property line.
- n. **Screening.** All off-street parking lots of four (4) or more spaces shall be screened from the street view and adjacent residential districts by a landscaped berm, decorative wall, vertical landscaping, or combination thereof at least three (3) feet high, as measured at finished grade adjacent to the parking area to be screened. All walls or berms shall be installed a minimum of two and one-half (2.5) feet back from the edge of the parking stall.



- o. **Parking Area Landscaping**
 - i. Five percent (5%) of the gross parking surface area shall be of dispersed interior landscaping, designed so as to reduce the "heat island" effect and to enhance the aesthetics of a parking area. A development with single drive aisle between a building and property boundary may include the required landscaping on the perimeter of the drive aisle toward this requirement. The following are acceptable interior landscaping designs:
 - (1) Five (5) feet by five (5) feet tree diamonds placed not more than six (6) parking spaces apart and located at the intersection of parking stalls. Tree diamonds shall be used only with ninety (90) degree parking spaces.
 - (2) Minimum five (5) feet wide landscape medians with trees planted forty (40) feet apart;
 - (3) Minimum five (5) feet wide landscape islands and peninsulas with at least one (1) tree;
 - (4) Other similar designs that disperse landscaping throughout a parking area, to be determined by the Planning Commission.
 - ii. Parking areas should be buffered from adjacent residential property and screened from streets so automobiles are not visible below the average headlight height. Screening methods may include landscaped berms, low walls, and hedges.
 - iii. Access drives, internal circulation drives, parking areas, and pedestrian walkways shall be designed to provide safety and convenience for both motorists and pedestrians and to ensure access for the physically disabled. Areas where pedestrian walkways cross driveways shall be constructed of stamped and/or raised concrete, or of other material and design so as to differentiate the area as a pedestrian/vehicle interface.
 - iv. In projects greater than 1 acre, every parking space should be no greater than one hundred fifty (150) feet from a walkway leading to a building entrance.
 - v. Joint use of parking is encouraged in order to reduce trips. Access to, and the location of, new parking areas should relate to adopted area plans, planned parking in the area, or to existing area parking schemes. The Planning Commission may increase or reduce the minimum required number of parking spaces required based on city approved parking studies.
 - vi. The number of curb cuts (street accesses) should be minimized and pedestrian access enhanced.
 - vii. Site lighting should be aesthetically attractive, of pedestrian scale, and provide pedestrians with a sense of security.
 - viii. All sites shall meet the requirements of the Americans with Disabilities Act ("ADA").
 - ix. Parking lot design shall consider development on adjacent sites. The City may require cross access connections/easements to improve traffic circulation and to enhance public safety.
 - x. Traffic circulation patterns should direct commercial traffic onto arterial streets and not local/neighborhood streets. Multiple-family residential traffic should be directed onto collector streets. The City may deny access onto a local/residential street if access to a collector or arterial street is available.
 - xi. A site plan shall be designed to separate pedestrian and vehicular traffic to the extent possible.
- p. **Maintenance**
 - i. It shall be the joint and separate responsibility of the owner and/or lessee of the principal use, uses or building to maintain in a neat and adequate manner, the parking space, access ways, striping, landscaping, and required fences or screening.
 - ii. Shrubs within a landscape island shall be maintained to a maximum height of three (3) feet, and all trees at maturity within such planters shall maintain a minimum clearance of six (6) feet from the lowest branch to the adjacent grade elevation.

- q. **Use of Required Parking Areas for Parking Only.** Required off-street parking spaces in any district shall not be utilized for open storage, sale or rental of goods, or

storage of inoperable vehicles, except when permitted as a Temporary Use.

r. **Signs.** No sign shall be so located as to restrict the sight lines and orderly operation and traffic movement within any parking area.

s. **Parking Canopies, Non-Residential and Multi-Family Residential Land Uses**

- i. Covered parking canopies may be located within the required side and rear building setbacks provided the structure drains onto the property on which it is located.
- ii. Covered parking canopies may encroach into required side and rear building setbacks, but may not encroach into required landscaped buffers.
- iii. Height of such structures shall be limited to 10'.
- iv. All canopies shall include a fascia.
- v. Setbacks are measured from property line to nearest edge of canopy.
- vi. All required landscaping, parking or otherwise, shall be provided.

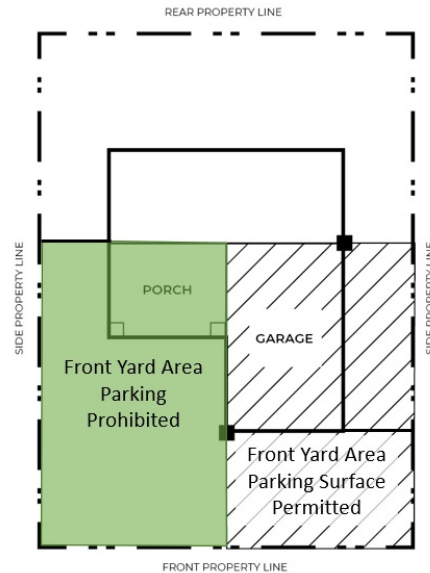
2. **Off-street Parking Requirements.** The following minimum number of off-street, paved parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses hereinafter set forth. Any proposed uses not listed herein will be determined by the Planner through the site plan approval process.

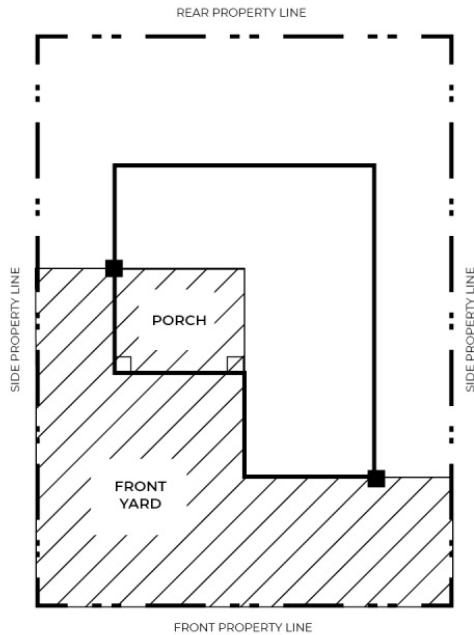
a. **Residential Uses.** Parking Spaces Required:

Dwelling Types	
Single-family	4.0 Spaces/Unit
Two-family	4.0 Spaces/Unit
Three-family	4.0 Spaces/Unit
Multi-family**	
Efficiency/Studio	1.0 Spaces/Unit
1 Bedroom	1.5 Spaces/Unit
2 Bedrooms	2.0 Spaces/Unit
3 Bedrooms	3.0 Spaces/Unit
**In addition to the required spaces, 0.5 guest stalls per unit shall be included.	

b. **Additional Residential Parking Requirements**

- i. All standard front-entry garage and carport entrances shall be setback a minimum of eighteen (18) feet from the street right-of-way line, access easement or private roadway tract.





- ii.
 - iii. It shall be unlawful to park or store any vehicle within the front or side yard of a single-family residence use unless such parking or storage is on an improved, dustproof- parking surface such as concrete or asphalt or crushed rock or aggregate that is a minimum of three inches thick. All crushed rock or aggregate shall be contained by a permanent border. Parking within the front yard of a single residence use shall be on or contiguous to a legal driveway.
 - iv. Single-family residences may contain a parking surface in the front yard area, bounded by the garage facade (internal square footage dedicated to the garage), the front property line, and the side property line adjacent to the garage area. The front yard area between the front entry into the home, front property line, and side property line opposite of the side property line adjacent to the garage area shall not contain parking or surface material dedicated toward parking, except to allow driveway access to a detached residential garage. In no case shall parking areas or driveways cover more than sixty-five percent (65%) of the front yard area.
 - v.
 - vi.
 - vii. Prior to construction, property owners are responsible for meeting with the City Engineer, or her/his designee to ensure parking areas and driveways do not conflict with public utilities, easements, or meters.
 - viii. Any work conducted within the public-right-of-way, including parking strips and driveway approaches, must be approved through a right-of-way permit prior to construction.
 - ix. Grade/Slope for residential driveways shall not exceed 8%, anything higher shall receive approval from the City Engineer.
- c. **Nonresidential Uses.** The number of parking spaces for non-residential uses shall be provided as follows:

NON-RESIDENTIAL SPACES		
USE	DESCRIPTIONS	PARKING RATIO
ADMINISTRATIVE & FINANCIAL		
Professional Offices	Facilities for general office work providing professional, business administrative, informational services, or facilities that house governmental agencies and similar uses	One (1) space per two hundred fifty (250) sq. ft. of floor area.
	Institutions providing financial advice and services in a bank, or similar financial institutions, to include accessory office building,	One (1) space per one hundred fifty (150) sq. ft. of floor area

Financial Services	automatic teller machine, and similar uses	
	Financial institutions with drive-through facilities	In addition to the above, a sixty (60) linear feet of stacking space per lane exclusive of drive aisles and parking spaces.
Unspecified Office Use		One (1) space per two hundred fifty 250(200) sq. ft. of floor area.
AUTOMOBILE RELATED		
Auto Services	Facilities providing general vehicle service or repair, and similar services	Three (3) spaces per service bay, plus one (1) space per three hundred (300) sq. ft. of gross floor area excluding service bay(s).
	Facilities providing fast or express service bays or lanes	In addition to the above, a queuing space of one hundred (100) linear feet exclusive of drive aisles and parking spaces.
Automobile Rentals or Dealerships	Facilities for sale or rental of new or used auto, boat, RV, truck, trailer, camper, motor home or Motorcycle. (Outdoor vehicle display spaces are not required to meet dimensional requirements of this Article)	One (1) space per one thousand (1000) sq. ft. of gross floor area, plus one (1) space per six thousand (6000) sq. ft. outdoor vehicle display area.
Automobile Towing & Impound Facilities	Facilities for towing, dismantling, recycling, impound, and storage of junk vehicles, to include sanitary landfills and similar uses	Four (4) spaces or one (1) space per one thousand (1000) sq. ft. of floor area whichever is greater.
Car Washes	Facilities for the cleaning of vehicles,	One (1) space per three hundred (300) sq. ft. of office floor area, plus a queuing space of one hundred (100) linear feet exclusive of drive aisles and parking spaces.
	Self-service facilities for the cleaning of vehicles	A minimum of four (4) spaces and the requirements above.
EATING & DRINKING ESTABLISHMENTS		
Restaurants	Eating establishments and similar services	One (1) space per one hundred (100) sq. ft. of floor area including outdoor seating
Taverns, Bars, Pubs & Lounges	Establishments licensed to sell alcoholic beverages to be consumed on the premises, often with limited food service	One (1) space per fifty (50) sq. ft. of serving area, plus one (1) space per two hundred (200) sq. ft. for preparation area.
ENTERTAINMENT & RECREATION		
Adult Uses	Establishments for adult entertainment that emphasize adult-oriented uses and services in an adult motion picture theater, arcade, adult cabaret, adult motel, nude studio, and similar facilities	One (1) space per fifty (50) sq. ft. of floor area
	Adult specialty shops for purchase of adult books, video, and similar products	One (1) space per three hundred (300) sq. ft. of floor area
Indoor Public Assembly	Facilities providing a variety of indoor public assemblies in a convention or reception center, meeting hall, social or private club, music hall, theatre and similar places, excluding taverns, bars, pubs, lounges, and adult uses	One (1) space per two hundred (200) sq. ft. of floor area, or one (1) space per four (4) fixed seats of design capacity whichever is greater

Indoor Recreation	Facilities providing a variety of indoor health and sports activities in a sporting complex, stadium, skating rinks, pool hall, dance hall, tennis and racquet clubs, game room, video arcade, bingo hall, community center, fitness center, and similar indoor facilities	One (1) space per two hundred (200) sq. ft. of floor area
	Bowling Alleys	Two (2) spaces per lane, plus two (2) spaces per billiard table, plus one (1) space per each five visitor gallery seats
Outdoor Amusement & Recreations	Facilities providing a variety of outdoor amusement, entertainment, and similar activities in an amusement park, fairground, zoo, auditorium, and similar places, to include special outdoor events such as carnivals or outdoor concerts. Outdoor recreations include a variety of outdoor health and sports activities in a racetrack, stables, rodeo ground, outdoor shooting range, swimming and tennis clubs, miniature golf, and similar places	One (1) space per one thousand (1000) sq. ft. of activity area
	Golf course and driving range	One (1) space per two hundred (200) sq. ft. of main building floor area, plus one (1) space per every two (2) practice tees in driving range, plus four (4) spaces per each green in the playing area
GENERAL INDUSTRIAL & MANUFACTURING		
Light Industrial and Manufacturing	Facilities providing manufacturing and assembly services	One (1) space per seven hundred and fifty (750) sq. ft. of warehouse area plus one (1) space per three hundred (300) sq. ft. office or retail floor area
Outdoor storage	Facilities providing exterior storage of construction equipment and materials, recyclable material, and similar uses	A minimum of four (4) spaces and one (1) space per five thousand (5000) sq. ft. of designated outdoor area or one (1) space per three hundred (300) sq. ft. office floor area whichever is greater.
Unspecified Industrial Use (Shell Building)		One (1) space per seven hundred and fifty (750) sq. ft. of warehouse area plus one (1) space per three hundred (300) sq. ft. office or retail floor area
Warehousing	Facilities providing warehousing of material and goods and similar uses	One (1) space per one thousand (1000) sq. ft. of warehouse area, plus one (1) space per three hundred (300) sq. ft. office floor area.
	Mini-storage facilities and similar uses	One (1) space per fifty (50) units
Wholesale, distribution	Facilities providing wholesale or distribution of trucks, trailers, boats, new and used cars, bulk fuel, machines, appliances, equipment, building material, lumber, plant nurseries, produce and similar merchandise in indoor or outdoor storage areas to	One (1) space per five hundred (500) sq. ft. of sales or display area, plus one (1) space per one thousand (1000) sq. ft. of indoor storage area, plus

	include machine shops, lumberyards, import/export shops, moving, rental, or storage companies, market sales yards, and similar facilities	one (1) space per two hundred (200) sq. ft. of retail or office floor area.
GENERAL RETAIL		
Retail	Establishments providing general retail sales and services in a single store on a single lot, not part of a shopping center	One (1) space per three hundred (300) sq. ft. of floor area.
	Establishments providing general retail sales and services in a shopping centers (a commercial establishment planned, developed, owned, or managed as a unit)	One (1) space per two-hundred-fifty (250) sq. ft. of floor area. Note: for any center with more than fifteen percent (15%) of floor area in public assembly uses, including theaters, restaurants, schools, health spas, bars or cocktail lounges, there shall be required, in addition to these standards, ten (10) spaces per one thousand (1000) sq. ft. of public area within these uses.
	Establishments providing drive-through services including liquor stores, laundries and dry cleaners, pharmacies and similar services	In addition to the above, one hundred (100) linear feet of stacking space exclusive of drive aisles and parking spaces.
Unspecified Retail Use (Shell Building)		One (1) space per two hundred fifty (250) sq. ft. of floor area.
INSTITUTIONAL		
Child care	Facilities providing daily care of children in a nursery, daycare or preschool center	One (1) space per four hundred (400) sq. ft. of floor area.
Public, social and cultural services	Facilities providing public, social, non-profit, or institutional services in a library, museum, art gallery, post office, treatment, detention, or release center, halfway house, employment agency, shelter, and similar civic/public, cultural, and social institution (excluding group home)	One (1) space per two hundred (200) sq. ft. of floor area.
Religious Assembly	Facilities providing religious worship or study in a church, temple, synagogues and similar places	One (1) space per four (4) seats in main assembly area based on design capacity.
School	Public, charter or private educational institutions for Elementary and Junior High	One (1) space per three (3) fixed seats of auditorium based on design capacity plus a minimum of ten (10) spaces for visitors parking.
	Senior High	Two (2) spaces per classroom, plus one (1) space per employee, plus one (1) space per three (3) fixed seats of auditorium based on design capacity plus a minimum of ten (10) spaces for visitors parking.
Secondary Education	Public or private facilities providing education in a college, university, trade or vocational school, and similar institutions	Five (5) spaces per classroom, plus one (1) space per three (3) fixed seats of auditorium based on design capacity plus a minimum of ten (10) spaces for visitors parking.

Senior care	Facilities providing long-term care for seniors in a nursing or convalescent home, hospices or similar care facility (excluding group home)	One (1) space per three (3) beds.
Utility	Structures, equipment, or facilities providing for public/private utility & services, including radio, television, communication transmission, tower and similar structures	One (1) space per use.
LODGING		
Hotels or Motels	Places for lodging with ancillary facilities to include sleeping rooms, restaurants, lounges, resorts, meeting rooms and similar uses	One (1) space per room, plus one (1) space per one hundred (100) sq. ft. of restaurant and bar serving area, plus one (1) space per one hundred (100) sq. ft. of outdoor seating serving area, plus ten (10) minimum spaces for visitors parking, plus one (1) space per two hundred (200) sq. ft. of meeting room floor area.
Lodging Accommodations	Establishments providing accommodation in a bed and breakfast, lodge, to include fraternity, sorority, and similar facilities	One (1) space per room.
Recreational Resorts	Facilities providing overnight stops in Recreational Vehicle Park, travel trailer park, overnight camp ground and similar places	One (1) space per two hundred (200) sq. ft. of gross activity area, or one (1) space per RV or trailer whichever is greater.
MEDICAL		
Medical Offices and Clinics	Facilities providing medical, dental, optical care or preventative medicine and clinical research studies in a clinic or laboratory, including accessory offices	One (1) space per two hundred fifty 250(200) sq. ft. of floor area.
Hospitals	Facilities providing medical or surgical care, emergency medical and similar services	A minimum thirty (30) spaces for emergency services or two (2) spaces per bed, plus one (1) space per employee whichever is greater.
Veterinarian Hospitals or Clinics	Establishments for medical, surgical, and emergency care of animal, to include veterinary office and clinics without animal boarding	One (1) space per one hundred fifty (150) sq. ft. of floor area.
PERSONAL SERVICES		
General Professional Services	Establishments providing general professional services such as cabinet and carpentry making, custom dressmaking and alteration, watch and clock repair, dry cleaning & laundry, pet care, messenger delivery, photographic developing & printing, blueprint production, travel information & similar professional services	One (1) space per two hundred (200) sq. ft. of floor area.
Personal Improvement	Establishments providing personal services such as tanning, massage therapy, manicure, hair and beauty treatment, tattoo and body piercing, palm reading, fortune tellers, and similar services	One (1) space per one hundred fifty (150) sq. ft. of floor area.
OTHER		

Funeral Services	Facilities providing burial preparation and/or funeral services in a cemetery, crematorium, mausoleum, funeral home and chapel, mortuaries and similar facilities	One (1) space per every three (3) fixed seats in main viewing rooms based on design capacity plus one (1) space per funeral vehicle.
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d. Mixed Uses

- i. In the case of horizontal mixed-use occupancies in a building or on a lot, the total requirement for off-street parking shall be the sum of the requirements for the various uses computed separately.
- ii. A horizontal mixed use development may reduce that amount of required parking by ten (10) percent if the project is a mixed use development that includes, as part of an integrated development plan, both residential and non-residential uses or by twenty-five (25) if the property is within a quarter of a mile walking distance to a transit or front runner station. This measurement shall be made along standard pedestrian routes from the property with a parking study submittal by a licensed engineer to be approved through the development or site plan approval process.

e. Calculating Spaces. In case of fractional results in calculating parking requirements, the required numbers of the sum for the various uses shall be rounded up to the nearest whole number if the fraction is .5 or greater.

f. Joint Use Parking

- i. Up to fifty percent (50%) of the parking facilities required by this Section for a religious institution, cultural center or an auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities by the following daytime uses: banks, business offices, retail stores, personal service shops, household equipment or furniture shops, clothing or shoe repair or service shops, manufacturing, wholesale and similar uses.
- ii. Other joint use of parking on adjacent commercial uses to reduce total parking spaces may be allowed with a parking study submittal by a **licensed engineer** with demonstrated experience conducting parking studies, to be reviewed by the Planning Commission. Following a recommendation by the Planning Commission, the City Council will make a decision to either deny the request, approve the request, or approve the request with conditions .as
- iii. The City Council may use the parking study a basis for reducing the amount of onsite parking required for specific uses defined under the following nonresidential categories listed in table 15.38.030(2)(c): Eating & Drinking Establishments, Entertainment and Recreational Uses and Medical Uses.
- iv. Conditions Required for Joint Use
 - (1) The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within three hundred (300) feet of such parking facilities.
 - (2) The applicant shall show that there is no substantial conflict in the operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.
 - (3) A properly drawn legal instrument, executed by the parties concerned for joint use of off-street parking facilities, duly approved as to form and manner of execution by the City Attorney shall be filed with the City Clerk and recorded with the County Recorder.

g. Offsite Parking

- i. Any off-site parking which is used to meet the requirements of this Section shall be regulated by this Ordinance and shall be subject to the conditions listed below:
 - (1) Off-site parking shall be developed and maintained in compliance with all requirements and standards of this Section.
 - (2) Reasonable access from off-site parking facilities to the use being served shall be provided.
 - (3) The site used for meeting the off-site parking requirements of this Section shall be under the same ownership as the principal use being served, under public ownership, or shall have guaranteed permanent use by virtue of a perpetual lease filed with the City Clerk and County Recorder.
 - (4) Offsite parking for multiple-family dwellings shall not be located more than two hundred (200) feet from any commonly used entrance of the principal use served, unless approved through the site plan approval process.
 - (5) Off-site parking for non-residential uses shall not be located more than three hundred (300) feet from the primary entrance of the principal use being used, unless approved through the site plan approval process.

h. Bicycle Parking. Required bicycle parking shall be convenient, secure, and readily accessible to shoppers, customers, visitors, employees, students, residents, commuters and others on the site.

- i. Required Bicycle Parking Spaces: Bicycle parking spaces shall be required in all zones for each site to which this Title applies. The number of bicycle parking spaces to be provided shall be a minimum of three (3) or a number equal to ten percent (10%) of the required on-site automobile parking spaces, whichever is greater. The total number of bicycle parking spaces required by this Title shall not exceed thirty (30) spaces per building. Exception: The Community Development Director may reduce the bicycle parking requirements by fifty percent (50%) for developments that are not likely to attract bicycle traffic because of the nature, location, or other circumstances associated with the development. Developments which are not likely to attract bicycle traffic, but are not limited to, a car wash and personal storage units.
- ii. Bicycle Rack General Requirements.
 - (1) Racks shall be of an "inverted-U" design or as approved by the Community Development Director. Other types of bicycle rack facilities may be provided with approval from the Community Development Director, so long as they meet the requirements list below.
 - (2) Racks shall be securely anchored so that they cannot be easily removed and of

- solid construction, resistant to rust, corrosion, hammers, and saws.
- (3) Racks must be located in a convenient, highly visible, active, and well-lit area.
 - (4) Racks may be located no more than fifty (50) feet from the primary entrance of each principal building. If there is more than one primary entrance to a building, the bicycle parking must be along all facades with a main entrance.
 - (5) Racks must hold the bicycle securely by means of the frame. The bicycle frame must be able to be supported so that the bicycle cannot be pushed or fall to one side in a manner that will damage the wheels. The rack should provide two (2) points of contact with the frame, a minimum of six (6) inches apart horizontally. The rack's high point should be at least thirty-two (32) inches.
 - (6) Racks should be arranged so that the parking area for each bicycle is a minimum of two (2) feet wide and six (6) feet long.
 - (7) Racks should have a minimum of three (3) feet between rack elements (side by side).
 - (8) A minimum of five (5) feet of aisle width shall be provided between rows of bikes.
 - (9) Where two bikes can be locked on both sides without conflict, each side can be counted as one (1) required space.

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

**VINEYARD
ORDINANCE 2021-07**

**AN ORDINANCE OF THE CITY OF VINEYARD UTAH AMENDING THE
VINEYARD ZONING ORDINANCE SECTION 15.34.030 'ACCESSORY
BUILDINGS'; 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 August 4, 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 August 11, 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 the Vineyard, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “15.34.030 Accessory Buildings” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.34.030 Accessory Buildings

1. Accessory buildings and accessory uses may be authorized in association with a primary building or primary use.
2. Accessory buildings and accessory uses shall only be authorized concurrently with, or following, the establishment of the primary building or primary use.
3. Accessory buildings, excluding residential-detached garages,, excluding residential-

detached garages, are only permitted within the rear yard and street side yards of corner lots.

4. Accessory buildings located within the street side yard of a corner lot shall maintain a minimum setback distance of three (3') feet from the street side property line.
Accessory buildings located within street-side yards of a corner lot shall be screened with a fence with a minimum height of 5' 6", from the street right-of-way on the front and sides and from neighboring properties adjoining the subject parcel on the rear property line.
5. Accessory buildings, excluding residential-detached garages, located within the street side yard of a corner lot shall not exceed a height of ten (10') feet.
6. Setbacks and building height standards for residential-detached garages located in side yards are found in Section 15.12.060 Dimensional Standards Table.
7. No storm water runoff from any accessory building shall be allowed to run onto adjacent property.
8. Accessory buildings shall meet all of the required dimensional standards of VZC 15.12.060.
9. Accessory buildings shall comply with the requirements of the adopted Building Code, as applicable.
10. No mobile home, travel trailer, boat, or similar recreational vehicle shall be used as an accessory building.
11. No shipping container, cargo container, shipping crate, box, trailer, or similar moveable piece of equipment or object shall be used as an accessory building.
12. No accessory buildings shall be rented, leased, or sold separately from the rental, lease, or sale of the primary building, except as allowed in VZC 15.34.060.
13. No accessory building shall be used as a permanent dwelling unit, except as allowed in VZC 15.34.060.
14. Accessory buildings used for the housing of domestic livestock or fowl shall comply with the requirements of VZC 15.34.120.
15. Swimming pools and spas are considered part of the primary building if they are within six (6') feet of the primary building; as such, they must adhere to the building setbacks of the primary building.

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

**VINEYARD
ORDINANCE 2021-08**

**AN ORDINANCE OF THE CITY OF VINEYARD UTAH AMENDING THE
VINEYARD ZONING ORDINANCE SECTION 15.48.040 'GENERAL' AND
SECTION 15.48.070 'SIGN STANDARD TABLE'; 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 August 4, 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 August 11, 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** “15.48.040 General” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.48.040 General

Signs shall be allowed within the city according to the regulations contained in this section. It shall be unlawful to erect or otherwise display a sign without complying with the applicable terms and provisions of this section.

1. Sign Permit Required: Prior to erecting, construction, placement, relocation, alteration,

and/or modification of any sign, a sign permit shall be obtained from the city except as exempted within this Title. Such application for sign permit shall be subject to standards, procedures and other requirements of this section.

2. Permit Exemptions: The following items are exempt from permit requirements but shall conform to the specifications of this Title and sign definitions listed in Section 15.48.080:
 - a. Official Signs, signs of a noncommercial nature and in the public interest, erected by, or on the order of a public officer
 - b. Incidental signs not over 6 SF in size
 - c. Standard sign maintenance
 - d. Interior signs that are not visible or intended to be visible from the public-way
 - e. Site address
 - f. Flags
 - g. Temporary signs except as stated within this Title
 - h. Window Signs
3. Permit Application Process
 - a. Except as otherwise noted in this Title, it shall be unlawful for any persons to erect, alter, construct, or relocate any sign within the city without first obtaining a permit. In addition, electrical permits are required for electrical signs.
 - b. A sign permit application shall be submitted to the Planning Department on an application formatted and maintained by the city. The application shall contain:
 - i. The number of proposed signs
 - ii. The location of the sign/s on the building or premises
 - iii. Plans and specifications including attachment details
 - iv. Final elevations/details, in color, showing the dimensions, materials, colors, design, method of illumination, and landscaping for all proposed freestanding signs
 - v. Building elevations/details denoting the areas designated for wall mounted signage
 - vi. All plans shall show complete details to include size, materials, colors, method of support or attachment
 - vii. Any additional materials required by the city in order to approved the sign permit for issuance
 - c. Prior to the issuance of any sign permit application, the city shall collect a sign permit fee in accordance with a fee schedule established by the city council.
 - d. If installation of a sign has not commenced under any permit issued under the provision of this Title within one hundred eighty (180) days from the date of such permit, or upon completion of building, such permit shall become null and void.
 - e. All signs for which a permit is required shall be subject to the following inspections:
 - i. Footing inspection on all freestanding signs exceeding six (6') feet in height
 - ii. Inspection of all braces, anchors, supports, and connections, including

wall signs

- iii. All signs containing electrical wiring shall be subject to the city's adopted electrical code, inspected to meet code compliance and; all electrical components shall bear the label of an approved testing agency.
- iv. Site inspection to ensure that the sign has been constructed according to the approved application and valid sign permit

f.

4. Sign Standard Waiver

- a. Purpose: A Sign Standard Waiver may be approved by the Planning Commission as an alternative to the requirements set forth in this Title for the uses and developments listed below:
 - i. Stand-alone or Multi-tenant commercial, office or employment uses
 - ii. A multi-building complex for a single commercial or employment use in a project exceeding 40 net acres
 - iii. Shopping Centers
 - iv. Hospitals
 - v. Hotels and Commercial lodging having at least 150 guest rooms and a full-service restaurant or conference and meeting rooms
 - vi. Conference Centers
 - vii. Auto malls
 - viii. Indoor or Outdoor commercial recreation areas
 - ix. Commuter/light rail stations
 - x. Motor vehicle fueling stations
 - xi. Drive-thru facilities
 - xii. Gateway Feature
- b. Conditions: The Planning Commission may attach conditions, requirements, or standards necessary to assure that the signs covered by the Sign Standard Waiver meet the intent of this Title and will not be materially detrimental to persons or property in the vicinity. In making its determination the Planning Commission shall not base any condition on the message content of a sign. The Planning Department will have the right to inspect that any conditions set by the Planning Commission are being met.
- c. Evaluation Criteria: Sign Standard Waivers shall be evaluated based on the following criteria:
 - i. Placement: All signs shall be placed where they are visible and legible. Factors to be considered include its location relative to traffic movement and access points, site features, other structures, and orientation relative to viewing distances and sight triangles. Wall signs may be approved on building walls other than the wall space occupied by the tenant in commercial centers in which some tenants have little or no visibility from the street.
 - ii. Quantity: The number of signs that may be approved within any development shall be sufficient to provide necessary facilitation of internal circulation of vehicular and pedestrian traffic and way finding for safety of the occupants of vehicles and pedestrians. Factors to be

considered shall be those that impact safety considerations such as the size of the development and the number of development sub-areas.

- iii. Height: All signs shall be no larger than necessary for visibility and legibility. In no event shall a Sign Standard Waiver contain a freestanding sign that exceeds by more than twenty feet (20') for multi-tenant signs and ten feet (10') for single tenant signs.
- iv. Sign Area: In no event shall any sign exceed more than twenty-five percent (25%) any maximum sign area standard permitted by this Title.
- v. Design Features and Materials: Sign design themes and materials shall be compatible with the architecture, colors, and materials of the project.

d. Procedure

- i. A sign permit application shall be submitted to the Planning Department on an application formatted and maintained by the city. The application shall contain:
 - (1) The number of proposed signs
 - (2) The location of the sign/s on the building or premises
 - (3) Plans and specifications
 - (4) Final elevations/details, in color, showing the dimensions, materials, colors, design, method of illumination, and landscaping for all proposed freestanding signs
 - (5) Building elevations/details denoting the areas designated for wall mounted signage
 - (6) Photometric Plan for signs with illumination
 - (7) All plans shall show complete details to include size, materials, colors, method of support or attachment
 - (8) A narrative describing why a waiver is needed
 - (9) Any additional materials required by the city planner or authorized designee
- ii. Once staff has deemed the application complete the application will be taken to the next reasonable Planning Commission meeting.

e. Other

- i. Prohibited signs are excluded from receiving a Sign Standard Waiver, except as allowed within this Title.

5. Nonconforming Signs

- a. Reasonable repair and maintenance of nonconforming signs shall be allowed. In the event a nonconforming sign is damaged or vandalized, the nonconforming sign must be restored to it previous condition within six (6) months or the nonconforming status of the sign shall be forfeited.
- b. If any entity that utilizes nonconforming sign ceases operation for a period of one (1) year, the nonconforming status of the sign shall be forfeited.
- c. Not later than six (6) months after forfeiture of nonconforming status, such nonconforming signs shall be removed at the property owners expense. Any forfeited nonconforming sign not removed with this six (6) month period shall

be considered an abandoned sign for the purpose of enforcement.

6. Prohibited Signs

- a. Signs located within any public street, right of way, or other public property, except as allowed in this Title.
- b. Any sign located so as to conflict with the clear visibility of public devices controlling traffic or to impair the safety of a moving vehicle by distracting the vision of the driver.
- c. Any sign which is not specifically permitted in this Title.
- d. Signs which bear or contain statements, words, symbols, images or depictions that are obscene or indecent as to minors as those terms are defined in the U.C.A.
- e. Signs with intermittent or flashing illumination, animated or moving signs and video/television/computer displays. Except as allowed within this Title.
- f. Any inflatable object used for promotional or sign purposes.
- g. Billboards.
- h. Pole or Pylon signs
- i. Portable/A-frame signs
- j. Abandoned signs
- k. Signs emitting sound
- l. Wall mounted box cabinet signs over six (6) square feet in size. , not including projecting signs
- m. Bench signs
- n. Vehicle signs, does not include the use of business logos, identification or advertising on vehicles primarily and actively used for business purposed and/or personal transportation
- o. Roof signs
- p. Neon signs larger than 3 square feet in sign area
- q. Permanent signs installed, attached, or painted to fences
- r. Flying Banner Signs

7. Measurement of Sign Area

- a. Single-faced sign
 - i. For signs having a distinct border or boundary, the sign area shall be calculated by multiplying the length times the width of the entire surface contained within the border, boundary, sign board, or sign face.
 - ii. For signs with no distinct border or boundary, the sign area shall be calculated by computing the area of a simple rectilinear figure consisting of not more than eight perpendicular lines that contain all of the writing, representations, emblems, logos, or other display elements of the sign.
- b. Double-faced sign
 - i. For signs with two (2) identical faces, arranged back to back in parallel planes, and where the sign faces are separated by no more than thirty-six (36) inches, the sign area shall be calculated for one side only.
- c. Multi-faced sign

- i. For a sign with more than one face, the area shall be calculated by adding together the area of all sign faces visible from any point.
- 8. Measurement of Sign Height
 - a. Sign height shall be measured as the distance from the base of the sign to the highest portion of the sign.
 - b. Ground shall not be augmented in a manner that adds height to the sign.
 - c. Clearance for projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other structural elements.
- 9. Sight Triangle
 - a. No sign or sign structure shall obstruct traffic by obscuring the vision of motorist. A minimum sign distance triangle of thirty (30) feet shall be maintained at all street and driveway intersections; larger sign distance triangles may be deemed necessary by the City Engineer.
- 10. Sign Location
 - a. No sign shall be placed within the public right-of-way, park strips along roadways or within an easement.
 - b. No sign shall be attached to any street post, street sign or other structures within the public right-of-way except where allowed.
 - c. No sign may occupy a sight triangle.
 - d. No sign or sign structure shall be located within five (5) feet of a property line.
 - e. No sign shall be placed in such a position as to endanger pedestrian, bicyclists, or traffic on street by obscuring the view or by interfering with official street signs or signals by virtue of position or color.
 - f. On any property where permission to erect and maintain the sign has not been given by the owner or lease holder.
- 11. Sign Illumination

The artificial illumination of signs, either from an internal or external source, shall be designed to eliminate negative impacts on surrounding rights-of-way and properties. The following standards shall apply to all illuminated signs:

- a. External light sources shall be steady, stationary, directed and shielded light sources directed solely onto the sign.
- b. Signs shall not have exposed fluorescent tubes or incandescent bulbs.
- c. Internally illuminated signs shall have opaque face panels so that only the letters, logos, numbers or symbols appear illuminated. A halo effect is not allowed except through a Sign Standard Waiver.
- d. Electrical raceways and conduits shall be placed so that they are not within public view, not exceed the sign copy, and shall be painted the same colors as the wall surface.
- e. Signs with electrical components shall be constructed, inspected and approved by the Building Department
- f. Awnings with back-lit text or graphics are not allowed
- g. Lighting fixtures shall be decorative and architecturally compatible with the building.

SECTION 2: AMENDMENT “15.48.070 Sign Standard Table” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.48.070 Sign Standard Table

Sign Types	Max. Sign Area	Max. Height	Setback/Location	Max. Number	Special Provisions
<i>OS, A-1, and residential districts</i>					
Monument (development entry ways)	25 SF	5 Feet	30' clear zone shall be maintained per any street corner, curb cut out of driveway, measured from the nearest edge of the driving surface	2 per entry way into a development	places of worship and private school located within residential districts shall be permitted 1 sign that meets these requirements
Wall	6 SF	Shall not extend above the lowest portion of a flat roof, the top of a parapet wall, or above the eaves line/fascia of any roof type		2 per pedestrian or vehicular entrance	
Temporary	6 SF	4 Feet	Shall be located on private property and shall not encroach into the public right of	2 per lot	Refer to 15.48.060 for temporary sign regulations

			way.		
Sign Types	Max. Sign Area	Max. Sign Height	Setback/Location	Max. Number	Special Provisions
<i>BP, FOI, M, I, RC, RMU, FMU, PF</i>					
Monument (single tenant)	40 SF	6 Feet	5 feet from property line and out of any site visibility lines	1 sign for single users. 2 signs for properties with frontage on 2 arterial streets.	May extend no more than 20% over the allowed height for the purpose of architectural embellishment. No commercial content may extend into embellishment.
Monument (multi-tenant)	80 SF	150 Feet	5 feet from property line and out of any site visibility line	1 per each street frontage. Master Development Properties with 800 FT or more frontage shall be permitted 1 sign per every 400 feet of frontage.	With three (3) two (2) or more tenants of separate businesses or organizations

Wall	1 SF per every 1 linear foot of building frontage not to exceed 60 SF per sign or a total of 120 SF <u>10% of the primary facade of the building.</u> <u>5% of any additional facade of the building.</u> <u>Sign area may be exchanged between facades, not to exceed 15% of the primary facade and 10% of any additional building facade, unless approved through a sign standard waiver. In no case shall a wall sign be required to be smaller than 60 SF.</u>	Minimum 8' above finished grade Shall not extend above the lowest portion of a parapet wall, or above line/fascia of any roof type.	Located within the middle 80% of the building frontage, measured from lease line to lease line.	1 per elevation, maximum 42. <u>except as approved through a sign standard waiver</u> Includes projecting signs.	Shall not project more than 15 inches from the wall. If sign projects less than 3 inches from wall, the 8' foot height requirement need not be met but may not be lower than the lowest point of any window.
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Awning	50% of the awning	8' minimum clearance to grade required for the lowest portion of the awning.	Street fronting face of the awning	1 per awning	Shall be included in the total size for wall signs.
Projecting	No maximum area for sign type	Minimum 8' clearance to back of curb required for the lowest portion of the projecting sign. The top of the sign shall be located below the windows on the second-floor building		1 per storefront entrance	Shall be included in the total size for wall signs.
Window	Shall not occupy more than 25% of the total area of a single window surface				Any sign located inside of a building within 6 feet of an exterior window shall be counted as a window sign.

					All video displays visible from an exterior window are prohibited.
Temporary	30 SF Window: 25%	Freestanding: 8ft. Shall not extend above the second story of the building the sign is displayed on. Shall maintain at least 8' from grade to bottom of sign.	Shall be located on private property and not encroach into the public right of way.	2 Per lot	Refer to 15.48.060 for temporary sign 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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: August 11, 2021

Agenda Item: 9.4 Amending Municipal Code Section 2.08 City Manager

Department: Admin

Presenter: Jacob McHargue

Background/Discussion:

After splitting the positions of City Manager and Budget Officer and Finance Director, it became necessary to amend the Municipal Code section 2.08.020 to remove the Budget Officer and Finance Director's duties from the City Manager's duties in the Municipal Code.

Fiscal Impact:

None

Recommendation:

Staff is recommending approval of Ordinance 2021-09 removing the budget officer duties from the city manager's duties in the municipal code.

Sample Motion:

"I move to adopt Ordinance 2021-09 amending code section 2.08.020 as presented."

Attachments:

Ordinance 2021-09

**VINEYARD
ORDINANCE 2021-09**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING
MUNICIPAL CODE 2.08.020 CITY MANAGER; POWERS AND DUTIES;
OBLIGATIONS**

WHEREAS, The Vineyard City Council under the authority of Utah Code 10-3b-403 created the city manager position and provided for the powers and duties of that position; and

WHEREAS, The City Council now desires to amend the city managers powers and duties.

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

SECTION 1: **AMENDMENT** “2.08.020 Powers; Duties; Obligations” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

2.08.020 Powers; Duties; Obligations

- A. City Manager Duties: Pursuant to the policies and programs established by the governing body, and under the direction and oversight of the governing body and except as otherwise set forth by the governing body in ordinance, resolution, motion, or this code, the city manager shall:
1. Be responsible for managing the internal affairs of the city; develop, recommend and implement city policies, practices, rules, regulations and procedures; report to the governing body; advise the governing body regarding policy options and implementation procedures; carry out legislative directives and decisions; be responsible for contracts administration.
 2. Establish and maintain effective working relationships with the governing body, the city attorney, management employees, citizen committees, special interest groups, employees, press, contractors, public vendors and representatives from other city, county, special district, state and federal agencies; issue public statements to the press and respond to questions from the press related to city management, policies, procedures and administrative decisions and is consistent with the majority opinion or direction of the governing body.
 3. Consistent with the direction of the governing body, be responsible for the full and effective use of city personnel by establishing, in consultation with the city attorney, department directors, division heads or other management employees, overall department objectives, priorities and standards consistent

with the goals, direction, and objectives of the governing body; serve as a facilitator in the achievement by city divisions of governing body goals and in coordinating with management employees for effective implementation of city service levels, ordinances, resolutions, rules, regulations and directives; exercise managerial control to ensure that the city government and its respective departments function in the most efficient and effective manner.

4. ~~Be the budget officer of the City and finance director of the City under the uniform fiscal procedures act for Utah Cities; plan, organize and supervise city financial operations and keep the governing body at all times advised as to the financial condition and needs of the city; prepare and deliver financial reports to the governing body as needed; supervise the preparation and administration of the city budget under the direction of the governing body; ensure that all executive procedures and activities are in compliance with the uniform fiscal procedures act for Utah cities and Utah money management act as passed and amended by the state legislature.~~
5. Represent the city at various meetings or other functions and respond to requests or inquiries about city policies, rules, ordinances, regulations, resolutions or services rendered by the city government.
6. Enforce all applicable laws, ordinances, rules, regulations, and policies of the city. Assure that all franchises, leases, permits, licenses, contracts and privileges granted by the city are fully performed and observed.
7. Recommend and prepare for consideration by the governing body and advisory committees long range strategic plans and programs to provide for the health, safety, and welfare of the current and future inhabitants of the city; furnish reports to the governing body as requested.
8. Except as otherwise provided, be responsible for the overall personnel management function; implement city personnel ordinances, rules, and regulations that have been adopted, approved, or revised by the governing body; coordinate personnel ordinances and rules and regulations adopted by the governing body; coordinate personnel functions with management employees such as recruitment, selection, and appointment; have authority to appoint and remove any employees of the city, except the city recorder, the city treasurer, and the city attorney who shall be appointed, removed, or terminated by majority vote of the governing body, serve as a step in the appeals process available to employees with grievances; monitor personnel actions, promotion, discipline, demotion, separation and reclassification; coordinate personnel decisions with department directors; coordinate activities of individuals rendering professional services under contract with the city.
 - a. The hiring process for department director will include panel interviews with City Council.
9. Investigate into the affairs of the city and any department or division thereof, and any contract for the proper performance of any obligations of the city.
10. Create all necessary departments as approved by the governing body. Create all necessary divisions, sections, and offices necessary for the government of

the city; prepare recommendations for the governing body regarding the addition, deletion or reduction in municipal services.

11. Attend and participate in all meetings of the governing body unless otherwise excluded by the governing body in an executive session meeting, but shall not have a right to vote in said meetings.
 12. Approve and sign commercial and residential subdivision plats on behalf of the city.
 13. Perform all other duties, obligations, and exercise the powers set forth by ordinance, resolution, regulation, or directive imposed by the governing body.
 14. Hold a closed session with City Council prior to termination of any city department director. Nothing herein shall limit the city manager's ability to institute temporary employee suspensions or temporary administrative leave of city employees.
- B. Department Cooperation: It shall be the duty of all subordinate employees to cooperate with the city manager in administering the affairs of the city efficiently, economically and harmoniously.
- C. Planning and Land Use: Notwithstanding the foregoing, the city manager shall exercise no authority over the planning commission or an appeal and variance hearing board or officer.
- D. Performance Evaluation: The governing body shall evaluate, at least annually, the performance of the city manager.
- E. Powers of The Mayor Not Delegated: Nothing in this chapter shall be construed to delegate to the city manager the legislative and judicial powers of the mayor, the mayor's position as chief executive officer of the city pursuant to Utah code section 10-3b-104(1)(a), chairperson of the governing body, or any ex officio position which the mayor shall hold.

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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: August 11, 2021

Agenda Item: 9.5 Election Code

Department: Recorder

Presenter: Pamela Spencer

Background/Discussion:

While updating the candidate filing documents, we found that we needed to update the Vineyard Municipal Code Section 2.14.030 Campaign Finance Disclosure to match the state code. While researching, we found other cities that had adopted their own election code, which we felt would be beneficial to the Vineyard municipal elections. We also found that there were two election Chapters: 2.04 and 2.14. Chapter 2.04 Election of Governing Body (Reserved) did not have any code included, so we are deleting that chapter's title and reserving it for future city use. This ordinance has been reviewed by City Attorney Jayme Blakesley.

Fiscal Impact:

None

Recommendation:

Staff is recommending approval of an amended Municipal Election Code Chapter 2.14, adding new sections, amending the Campaign Finance Disclosure section, and reserving Chapter 2.04 for future city use.

Sample Motion:

"I move to adopt Ordinance 2021-10 amending code Chapters 2.04 and 2.14 as presented."

Attachments:

Ordinance 2021-10

**VINEYARD
ORDINANCE 2021-10**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING THE
VINEYARD MUNICIPAL CODE CHAPTER 2.14 ELECTIONS BY ADDING NEW
SECTIONS AND AMENDING SECTION 2.14.030 CAMPAIGN FINANCE
STATEMENTS AND RENUMBERING IT TO 2.14.110; AND DELETING
SECTION 2.04 ELECTION OF GOVERNING BODY.**

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

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the city to amend Chapter 2.14 Elections; and

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

SECTION 1: **AMENDMENT** “2.04 Election Of Governing Body (Reserved)” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

2.04 ~~Election Of Governing Body~~ (Reserved)

SECTION 2: **ADOPTION** “2.14.010 Definitions” of the Vineyard Municipal Code is hereby *added* as follows:

A D O P T I O N

2.14.010 Definitions(*Added*)

For the purpose of this chapter, the terms identified below shall have the following meanings:

"Agent of a candidate" means:

- A. Any individual acting on behalf of a candidate at the direction of the reporting entity;
- B. Any individual employed by a candidate in the candidate's capacity as a candidate;
- C. The personal campaign committee of a candidate
- D. Any member of the personal campaign committee of a candidate in the member's capacity as a member of the personal campaign committee of the candidate; or
- E. A political consultant of a candidate.

"Anonymous contribution limit" means for each calendar year: a total amount of fifty dollars (\$50.00) and is from unknown sources.

"Candidate" means an individual who files a declaration of candidacy for municipal office or who receives contributions, makes expenditures, or gives consent for any other individual to receive contributions or to make expenditures to bring about the individual's election to a municipal office.

"Candidate" does not include an individual who filed for the office of judge.

"Contribution" means:

- A. A monetary contribution;
- B. A gift, subscription, donation, loan, advance, or anything of value given to a candidate;
- C. A contract, promise or agreement to make a gift, subscription, donation, loan, advance, or deposit of money or anything of value to the candidate;
- D. Any transfer of funds from another reporting entity to the candidate;
- E. Compensation paid by any individual or reporting entity, other than the candidate, for personal services provided without charge to the candidate;
- F. A loan made by a candidate deposited to the candidate's own campaign; or
- G. Any in-kind contribution.

A "contribution" does not include:

- A. Services provided by an individual volunteering the individual's time on behalf of the candidate if the services are provided without compensation by the candidate, an agent of the candidate, or any other person;
- B. Money lent to the candidate by a financial institution in the ordinary course of business; or
- C. Goods or services provided for the benefit of a candidate at less than fair market value that were not authorized by or coordinated with the candidate or an agent of the candidate.

"Coordinating with the candidate" means providing services or goods for the benefit of a candidate or using official logos, slogans, or elements belonging to or owned by the candidate, with the prior knowledge or agreement of the candidate or an agent of the candidate.

"Expenditure" means:

- A. Any disbursement from a campaign account in a financial institution of contributions or receipts;
- B. A purchase, payment, donation, distribution, loan, advance, deposit, gift of money, or anything of value made for political purposes;
- C. An express, legally enforceable contract, promise, or agreement to make any purchase,

payment, donation, distribution, loan, advance, deposit, gift of money, or anything of value for a political purpose;

- D. Compensation paid by a candidate or an agent of the candidate for personal services rendered by an individual without charge to a reporting entity;
- E. Transfer of funds between the candidate and a candidate's personal campaign committee as defined in Section 20A-11-101 or
- F. Goods or services provided by a reporting entity for the benefit of the candidate for political purposes at less than fair market value.

“Expenditure” does not include

- A. services provided without compensation by an individual volunteering the individual's time on behalf of the candidate; or
- B. money lent to a candidate by a financial institution in the ordinary course of business.

“In-kind contribution” means anything of value other than money that is accepted by the candidate, an agent of the candidate, or through coordinating with the candidate. “Monetary contribution” means a contribution given to a candidate or an agent of the candidate of any money or credit made in cash, check, or any electronic transfer.

“Political consultant” means an individual who is paid by a candidate, or paid by another person on behalf of and with the knowledge of the candidate, to provide political advice to the candidate and includes individuals who:

- A. Have already been paid with money or other consideration;
- B. Expects to be paid in the future with money or other consideration; or
- C. Understands that they may be paid in the future, with money or other consideration, at the discretion of the candidate, or another person on behalf of and with the knowledge of the candidate.

“Political purposes” means an act done with the intent or in a way to influence or tend to influence, directly or indirectly, any individual to refrain from voting or to vote for or against any candidate or an individual seeking a municipal office at any caucus, political convention, or election. "Reporting date" means ten days before a municipal primary or general election, for a campaign finance statement required to be filed no later than seven days before a municipal primary or general election; and the day of filing, for a campaign finance statement required to be filed no later than 30 days after a municipal primary or general election.

“Reporting entity” means:

- A. A candidate;
- B. A committee appointed by a candidate to act for the candidate.

"Reporting limit" means \$50.00.

"Write-in candidate" means a candidate who has qualified as a write-in candidate by following the procedures and requirements of this chapter.

SECTION 3: ADOPTION "2.14.020 Terms Of Office" of the Vineyard Municipal Code is hereby *added* as follows:

A D O P T I O N

2.14.020 Terms Of Office(*Added*)

- A. A municipal general election shall be held in Vineyard City on the first Tuesday after the first Monday in November of each odd-numbered year. At the municipal general election, the voters shall:
 - 1. Choose individuals to serve as municipal officers to fill all elective offices vacated by 12:00 noon on the first Monday in January following the election; and
 - 2. Approve or reject any proposed initiatives or referenda that have qualified for the ballot as provided by law and any other ballot propositions submitted to the voters that are authorized by the Utah Code.
- B. The officers elected shall continue in the office to which they were elected for four (4) years except in case of death, resignation, removal, or disqualification from office. The officers so elected shall begin their term of office at 12:00 noon on the first Monday in January following their election.

SECTION 4: ADOPTION "2.14.030 Election Of Officers" of the Vineyard Municipal Code is hereby *added* as follows:

A D O P T I O N

2.14.030 Election Of Officers(*Added*)

The election and terms of office shall be as follows:

- A. In the year following a year in which a presidential election is held, the offices of mayor and two (2) councilmembers shall be filled a municipal general election. Their terms shall be for four (4) years.
- B. In the year preceding a year in which a presidential election is held, the offices of the other two (2) councilmembers shall be filled in a municipal general election. Their terms shall be for four (4) years.
- C. The officers shall be elected in at-large elections which are held at the time and in the

manner provided for electing municipal officers.

- D. On or before May 1st in a year in which there is a municipal general election, the city recorder shall publish a notice identifying the municipal offices to be voted upon in the general municipal election which satisfies the requirements of § 10-3-301, Utah Code (1953, as amended).

SECTION 5: **ADOPTION** “2.14.040 Primary Elections” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.14.040 Primary Elections(*Added*)

Vineyard shall utilize the primary election procedure established by §20A-9-404 and §20A-1-201.5 Utah Code (1953, as amended), as the procedure to establish candidates for municipal offices if the number of candidates for any particular city office exceeds twice the number of individuals needed to fill that office.

SECTION 6: **ADOPTION** “2.14.050 Declaration Of Candidacy Requirements” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.14.050 Declaration Of Candidacy Requirements(*Added*)

- A. Each individual seeking to become a candidate for municipal office shall file a declaration of candidacy, which complies with the requirements described in § 20A-9-203 of the Utah Code (1953, as amended), with the city recorder during office hours and not later than 5:00 p.m. between June 1st and June 7th of any odd-numbered year. When June 7th is a Saturday, Sunday, or holiday, the filing time shall be extended until 5:00 p.m. on the following business day. The declaration of candidacy shall be filed in person by the individual seeking to be a candidate, or by the individual’s agent, provided the requirements of § 20A-9-203(5), Utah Code (1953, as amended), are properly satisfied.
- B. Before filing a declaration of candidacy for election to any city office, an individual shall:
1. Be a registered voter;
 2. Have resided within the boundaries of Vineyard City for at least twelve (12) consecutive months immediately preceding the date of the election. In the case of annexation by Vineyard City, any individual who has resided in the territory annexed for the prescribed twelve (12) month period is deemed to

- meet the residence requirements for candidacy in Vineyard City;
3. Not have had their right to hold public office restricted pursuant to Article IV, Section 6 of the Utah Constitution or they shall have had their right to hold elective office restored pursuant to §20A-2-101.3 and §20A-2-101.5, Utah Code (1953, as amended).
- C. An individual seeking to file a declaration of candidacy may not:
1. Be a candidate for more than one (1) office in the state of Utah during any election year; or
 2. Be a current employee of Vineyard City.
- D. Before accepting any declaration of candidacy, the filing officer shall:
1. Read to the prospective candidate the constitutional and statutory qualification requirements for the office that the candidate is seeking; and
 2. Require the candidate to state whether or not the candidate meets those requirements.
- E. If the prospective candidate states that they do not meet the qualification requirements for the office, the filing officer may not accept the prospective candidate's declaration of candidacy.
- F. If the candidate states that they meet the requirements of candidacy, the filing officer shall:
1. Accept the candidate's declaration of candidacy;
 2. Inform the candidate that their name will appear on the ballot as the their name is written on the declaration of candidacy.
 3. Provide a certified copy of the declaration of candidacy to the Lieutenant Governor's Office;
 4. Provide the candidate with a copy of the pledge of fair campaign practices described under § 20A-9-206, Utah Code (1953, as amended), and inform the candidate that signing the pledge is voluntary and that signed pledges shall be filed with the city for public inspection; and
 5. If the candidate elects to sign the pledge of fair campaign practices, the filing officer shall accept the candidate's pledge.
- G. The form of the declaration of candidacy shall be as established by § 20A-9-203, Utah Code (1953, as amended).
- H. The candidate shall pay the filing fee listed in the Vineyard Consolidated Fee Schedule (as amended).
- I. Any resident of Vineyard may nominate a candidate for a city office by filing a nomination petition with the city recorder during office hours but not later than 5:00 p.m. between June 1st and June 7th of any odd-numbered year. When June 7th is a Saturday, Sunday, or holiday, the filing time shall be extended until 5:00 p.m. on the following business day.
1. The nomination petition must be signed by twenty-five (25) registered voters who reside in Vineyard City.
 2. The form of the nomination petition shall be as established by § 20A-9-203, Utah Code (1953, as amended).

SECTION 7: **ADOPTION** “2.14.060 Write-In Candidates” of the Vineyard Municipal Code is hereby *added* as follows:

A D O P T I O N

2.14.060 Write-In Candidates(*Added*)

- A. Each individual wishing to become a valid write-in candidate shall file a declaration of candidacy with the city recorder not later than sixty-five (65) days before the regular municipal general election. If the filing deadline falls on a weekend or holiday, it shall be extended to the next regular business day.
- B. The city recorder shall:
 - 1. Read to the candidate the constitutional and statutory requirements for the office as required in Section 2.14.050 of this chapter; and
 - 2. Ask the candidate whether or not the candidate meets the requirements. If the candidate cannot meet the requirements of office, the filing officer may not accept the write-in candidate’s declaration of candidacy.
- C. A voter may cast a write-in vote by entering the name of a valid write-in candidate on a paper ballot or ballot sheet or in the areas designated on any other form of ballot provided.

SECTION 8: **ADOPTION** “2.14.070 Certification Of Candidates - Objection To Candidates” of the Vineyard Municipal Code is hereby *added* as follows:

A D O P T I O N

2.14.070 Certification Of Candidates - Objection To Candidates(*Added*)

- A. The city recorder shall verify with the county clerk that all candidates are registered voters. Any candidate who is not registered to vote is disqualified and the recorder may not include the candidate’s name on the ballot.
- B. Immediately after expiration of the period for filing a declaration of candidacy, the city recorder shall:
 - 1. Cause the names of the candidates as they will appear on the ballot to be published in at least two (2) successive publications of a newspaper with general circulation in Lindon; and
 - 2. Notify the lieutenant governor of the names of the candidates as they will appear on the ballot.
- C. A declaration of candidacy or nomination petition is valid unless a written objection is filed with the clerk within five (5) days after the last day for filing. If an objection is

made, the clerk shall:

1. Mail or personally deliver notice of the objection to the affected candidate immediately; and
 2. Decide any objection within forty-eight (48) hours after it is filed.
- D. If the city recorder sustains the objection, the candidate may correct the problem by amending the declaration or petition within three (3) days after the objection is sustained or by filing a new declaration within three (3) days after the objection is sustained.
- E. The city recorder's decision on an objection to form is final. Challenges to the city recorder's decision on substantive matters shall be made pursuant to § 20-9-203, Utah Code (1953, as amended).

SECTION 9: ADOPTION “2.14.080 Campaign Signs” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.14.080 Campaign Signs(*Added*)

- A. No candidate for any public office, including city, county, state, or federal offices or the offices of any other political subdivision of the state or federal government, may place campaign signs or materials on Vineyard City property. This section shall in no way be interpreted as prohibiting any candidate or citizen from engaging in political speech in public or in displaying such materials on private property.
- B. Campaign signs shall follow the regulations listed in the Vineyard Zoning Code Chapter [15.48 Signs](#)
- C. A temporary sign permit must be obtained according to Vineyard Zoning Code Section [15.48.060 Temporary Sign Standards](#).
- D. Pursuant to §20A-17-102, Utah Code (2014, as amended). Campaign signs:
1. Except as provided in Subsection (2), a person is guilty of a class B misdemeanor if the person knowingly removes, alters, defaces, or otherwise vandalizes a sign:
 - a. advocating the election or defeat of a candidate for public office; or
 - b. advocating the approval or defeat of a ballot proposition.
 2. A person is not guilty of a violation of Subsection (1) if the person who engages in the conduct described in Subsection (1) is:
 - a. as it relates to a sign described in Subsection (1)(a), the candidate or an agent of the candidate;
 - b. as it relates to a sign described in Subsection (1)(b), the person who placed the sign, the person who directed the placement of the sign, or an agent of either;
 - c. a property owner of property on which the sign is placed or the

- property owner's agent; or
d. a public official who removes the sign in accordance with an official duty of the public official.

SECTION 10: **ADOPTION** “2.14.090 Tie Votes” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.14.090 Tie Votes*(Added)*

- A. If two (2) or more candidates for a position have an equal and the highest number of votes for any office, the election officer shall determine by lot which candidate is selected in a public meeting in the presence of each individual subject to the tie within thirty (30) days of the canvass or within thirty (30) days of the recount if one (1) is requested or held.
- B. For any primary election, if two (2) or more candidates for a position have an equal and the highest number of votes for any office, the election officer shall determine by lot which candidate is selected in a public meeting in the presence of each individual subject to the tie within five (5) days of the canvass or within five (5) days of the recount if one (1) is requested or held.

SECTION 11: **ADOPTION** “2.14.100 Eligibility And Residency Required After Election” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.14.100 Eligibility And Residency Required After Election*(Added)*

Each elected Vineyard City officer shall maintain residency within the boundaries of Vineyard City during their term of office. If an elected officer established their place of residence, as provided in § 20-2-14, Utah Code (1953, as amended), outside the boundaries of Vineyard City during their term of office, the office is automatically vacant. If an elected Vineyard City officer is absent from Vineyard City any time during their term of office for a continuous period of more than sixty (60) days without the consent of the city council, the office is automatically vacant.

SECTION 12: **AMENDMENT** “2.14.030 Campaign Finance Disclosure” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

2.14.030110 Campaign Finance Disclosure

- A. ~~As used in this Section: "Reporting date" means ten days before a municipal general election, for a campaign finance statement required to be filed no later than seven days before a municipal general election; and the day of filing, for a campaign finance statement required to be filed no later than 30 days after a municipal primary or general election. "Reporting limit" means \$50.00.~~ Deposit of Monetary Contributions. Each Candidate:
1. Shall deposit a monetary contribution in a separate campaign account in a financial institution; and
 2. May not deposit or mingle any monetary contributions received into a personal or business account.
- B. Anonymous Contributions. Within thirty (30) days of receiving a contribution that exceeds the anonymous contributions limit, a candidate shall disburse the amount of the anonymous contribution to either:
1. The Utah State Treasurer for deposit into the state's general fund;
 2. The Vineyard City Recorder for deposit into the city's general fund; or
 3. An organization that is exempt from federal income taxation under Section 501(c)(3), Internal Revenue Code.
- C. 1. In a year in which a municipal primary is held, each candidate who will participate in the municipal primary shall file a campaign finance statement with the city recorder no later than seven (7) days before the primary election.
2. Each candidate for Vineyard City municipal office who is not eliminated at a municipal primary election shall file with the ~~E~~city ~~R~~recorder a campaign finance statement as described in this chapter:
 - a. no later than seven (7) days before the municipal general election; and
 - b. no later than thirty (30) days after the municipal general election;
 3. Each candidate for municipal office, who is eliminated at a municipal primary election shall file with the ~~E~~city ~~R~~recorder a campaign finance statement as described in this chapter:
 - a. no later than thirty (30) days after the municipal primary election.
- D. Each campaign finance statement under Part ~~B~~C.1 shall, except as provided in Part ~~B~~C.2.b:
1. report all of the candidate's and party's itemized and total:
 - a. campaign contributions, including in-kind and other nonmonetary contributions, as of the close of the reporting date; and
 - b. campaign expenditures as of the close of the reporting date; and
 2. identify:
 - a. for each contribution ~~that exceeds the reporting limit~~, the amount of the contribution and the name of the donor;
 - b. the aggregate total of all contributions that individually do not exceed the reporting limit; and

- c. for each campaign expenditure, the amount of the expenditure and the name of the recipient of the expenditure; or
 3. report the total amount of all campaign contributions and expenditures if the candidate receives \$500 or less in campaign contributions and spends \$500 or less on the candidate's campaign.
- E. The campaign finance statements for each candidate who receives five hundred dollars (\$500.00) or less in campaign contributions and spends less than five hundred dollars (\$500.00) on the candidate's campaign expenditures shall report the total amount of all campaign contributions and expenditures.
- F. Campaign finance statements, which are required to be filed seven (7) days before the municipal primary and the general elections, shall include all contributions received and all expenditures made up to and including five (5) days before the campaign finance statement is due.
- G. ~~The City~~The city Recorder shall, at the time the candidate for municipal office files a declaration of candidacy and again 14 days before each municipal general election, notify the candidate in writing of:
1. the provisions of this Section governing the disclosure of campaign contributions and expenditures;
 2. the dates when the candidate's ~~and the Party's~~ campaign finance statement is required to be filed; and
 3. the penalties that apply for failure to file a timely campaign finance statement, including the statutory provision that requires removal of the candidate's name from the ballot for failure to file the required campaign finance statement when required.
- H. Notwithstanding any provision of Title 63G, Chapter 2, Government Records Access and Management Act, the ~~C~~city ~~R~~ecorder shall make each campaign finance statement filed by a candidate available for public inspection and copying no later than one business day after the statement is filed as per (§10.3.208(8)(b) Utah Code, as amended).
- I. 1. If a candidate fails to file a campaign finance statement before the municipal general election by the deadline specified in Part ~~B~~C.1.a, the ~~C~~city ~~R~~ecorder shall inform the appropriate election official who:
- a. shall:
 - (1) if practicable, remove the candidate's name from the ballot by blacking out the candidate's name before the ballots are delivered to voters; or
 - (2) if removing the candidate's name from the ballot is not practicable, inform the voters by any practicable method that the candidate has been disqualified and that votes cast for the candidate will not be counted; and
 - b. may not count any votes for that candidate.
- c. A candidate for municipal office who is disqualified under H.1 shall file with the municipal clerk or recorder a complete and accurate campaign finance statement within 30 days after the day on which the candidate is disqualified.

2. Notwithstanding Part ~~E~~H.1, a candidate who files a campaign finance statement seven days before a municipal general election is not disqualified if:
 - a. the statement details accurately and completely the information required under Part ~~B~~C.2, except for inadvertent omissions or insignificant errors or inaccuracies; and
 - b. the omissions, errors, or inaccuracies are corrected in an amended report or in the next scheduled report.
- J. A campaign finance statement required under this ~~ordinance~~section is considered filed if it is received in the ~~C~~city ~~R~~ecorder's office by 5 p.m. on the date that it is due.
- K. In addition to the other penalties established herein, any candidate who fails to comply with the requirements of this section is guilty of an infraction.
- L.
 1. A private party in interest may bring a civil action in district court to enforce the provisions of this section.
 2. In a civil action under Part ~~G~~J.1, the court may award costs and attorney's fees to the prevailing party.

SECTION 13: ADOPTION “2.14.120 Adoption Of State Code By Reference” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.14.120 Adoption Of State Code By Reference(*Added*)

All provisions of the Utah State Election Code, as contained in § 20A-1-101 et seq., Utah Code (1953, as amended), which pertain to municipal elections, are adopted and incorporated by reference.

SECTION 14: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 15: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 16: EFFECTIVE DATE This Ordinance shall be in full force and effect from August 11, 2021 and after the required approval and publication according to law.

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

RESOLUTION NO. 2021-17

A RESOLUTION AMENDING THE PREVIOUSLY ADOPTED PERSONNEL POLICIES
AND PROCEDURES MANUAL FOR VINEYARD, UTAH

WHEREAS, the Vineyard City Council desires to have consistent policies for its employees and to promote a workplace that is safe and professional; and

WHEREAS, the Vineyard City Council desires to amend the previously adopted Personnel Policies and Procedures Manual,

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

1. The Vineyard Policies and Procedure Manual will be amended as shown in exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 10th day of August 11, 2021.

Julie Fullmer, Mayor

Attest:

Pamela Spencer, City Recorder

Tuition Assistance Program

Vineyard recognizes the importance of the educational growth of its full-time employees. Subject to annual budget appropriations, the City may reimburse full-time employees for trade school, college, or university courses, which have a direct relationship on the employee's position with the City or lead to a related certificate or degree. Courses must not interfere with job performance or interfere with an employee's job responsibilities.

Employees desiring to enroll in a course at an accredited institution must obtain approval in writing from their immediate supervisor, their Department Director, and the City Manager. All paperwork must be completed, signed, and presented to Human Resources for verification prior to attending any course. Requests for tuition assistance will be prioritized by the date completed applications are received by the Human Resources Division. Financial assistance may be provided to full-time employees for continuing education when the following requirements are met:

1. The educational experience must take place at accredited colleges, universities, or trade schools. Correspondence or on-line courses qualify for assistance only with prior approval from an employee's Department Director and the Human Resources Manager.
2. Employees receiving assistance must have completed their first year of employment with the city.
3. Employees must be in active employment status.
4. Employees who have been subject to corrective action in the last year are generally not eligible for assistance.
5. The Employee must receive a "B" grade or better (or a pass grade if the course is pass/fail) to be eligible for tuition assistance for a given course.
6. Within sixty (60) days of completion of approved education, employees must submit a reimbursement form to their Department Director for approval. The form will be filed in the employee's personnel file. The Reimbursement Form must include the following information:
7. The cost of tuition and educational materials must be itemized and documented. The city will reimburse the employee for 50% of the educational expenses up to a maximum of \$2,500 total yearly (fiscal) and up to a lifetime maximum of \$7,500.
8. Official transcripts, which indicate a qualifying grade of "B" or better. In those cases of "pass" or "fail," a pass is required to receive tuition assistance reimbursement.
9. Tuition assistance is provided with the expectation that the employee will remain with the city and utilize the newly acquired skills. Each tuition reimbursement transaction vests in 24 months after receipt of the reimbursement. Any tuition reimbursement payments not vested must be repaid in full if the employee resigns, retires, or is terminated for cause.