



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
March 23, 2022, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, March 23, 2022, at 6:00 p.m. at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

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

2. WORK SESSION

2.1 [East Geneva Master Plan](#)

Community Development Director Morgan Brim will lead a discussion about the East Geneva Future Master Plan

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 Ezra Nair

5.2 Planning Commission Chair Jeff Knighton

6. CONSENT ITEMS

6.1 [Approval of the March 9, 2022 City Council Minutes](#)

6.2 [Approval of the Amended Lot 55 of The Shores Subdivision Phase 3](#)

7. APPOINTMENTS

No names were submitted.

8. PRESENTATIONS/RECOGNITIONS/AWARDS

8.1 No items were submitted.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Water Tank and Booster Pump Station Bid Award

(15 minutes)

Public Works Director Chris Wilson is requesting approval to award the construction of the water tank and booster pump station to Dry Creek Structures. The mayor and City Council will take appropriate action.

9.2 DISCUSSION AND ACTION – Hansen Allen and Luce Contract Amendment No. 1

(15 minutes)

Public Works Director Chris Willson will present an amendment to the budget for the Hansen Allen and Luce contract. The mayor and city council will take appropriate action.

9.3 DISCUSSION AND ACTION – Special Event Permit

(15 minutes)

Development Services Technician Anna Nelson will present a special event permit for Wilde Real Estate. They are requesting to hold the event on April 9 from 10:00 AM to 2:00 PM, with setup starting at 8:00 AM. The mayor and city council will take appropriate action.

9.4 DISCUSSION AND ACTION – Summer Celebration

(15 minutes)

Development Services Technician Anna Nelson will present the results of the Assemble Poll and suggested names for the summer celebration. The mayor and city council will take appropriate action.

10. CLOSED SESSION

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

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

11. ADJOURNMENT

The next meeting is on Wednesday, April 13, 2022.

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: March 18, 2022

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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 23, 2022

Agenda Item: 2.1 Discussion of future East Geneva Master Plan

Department: Community Development

Presenter: Morgan Brim

Background/Discussion:

During the City Council retreat, the council directed staff to initiate a process to master plan the property known as East Geneva. The project area incorporates 21 separate parcels owned by five entities. The project area is approximately 458 acres in size and bounded by Geneva Road to the east, Utah Provo Main Line & Vineyard Downtown to the west, UVU Vineyard North Campus to the southwest, Vineyard Connector to the south and 1600 North on the north.

- Central Utah Water Conservancy District 26.89 acres
- Central Utah Water Conservancy District 0.55 acres
- Central Utah Water Conservancy District 0.23 acres
- Central Utah Water Conservancy District 0.23 acres
- Anderson Geneva LLC 331.28 acres
- Anderson Geneva LLC 15.46
- Anderson Geneva LLC 2.1 acres
- Anderson Geneva LLC 2.06 acres
- Anderson Geneva LLC 0.09 acres
- Anderson Geneva LLC 0.09 acres
- Vineyard Properties of Utah LLC 45.60 acres
- Vineyard Properties of Utah LLC 3.12 acres
- Vineyard Properties of Utah LLC 2.94 acres
- Vineyard Properties of Utah LLC 2.84 acres
- Vineyard Properties of Utah LLC 2.24 acres
- Vineyard Properties of Utah LLC 2 acres
- Vineyard Properties of Utah LLC 1.25 acres
- Vineyard Properties of Utah LLC 1.2 acres
- Vineyard Properties of Utah LLC 3.5 acres
- Geneva Nitrogen INC 27.36 acres
- Town of Vineyard 0.09 acres

VINEYARD CITY COUNCIL STAFF REPORT

The purpose of creating a master plan for East Geneva is fivefold: 1. Understanding future infrastructure needs and layout such as roadways, trails, and utilities; 2. Guiding economic development to align future uses and investment with the greatest and best use of the property; 3. Providing guidance to the Vineyard Redevelopment Agency and City Council as public resources are considered for competing city projects; 4. Ensuring future development maintains and contributes to the high standard of living residents enjoy and expect; and 5. Leveraging the benefits UVU's campus proximity and freeway, highway and transit access to the site. Many great, and let's be honest, not so great, ideas have been suggested over the years for this property. The master planning process will assist the city in teasing out superior concepts and prioritize infrastructure investments.





VINEYARD CITY COUNCIL STAFF REPORT

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Fiscal Impact:

Depending on the scope of the masterplan, hiring a consultant could range from \$120,000-300,000. The general plan update in 2018 had a price tag of \$114,000 and the waterfront master plan was approximately \$275,000.

Recommendation:

Staff is recommending the City Council discuss their interest in completing a master plan, elements they would like considered in the plan and a timeframe for project initiation.



**MINUTES OF A VINEYARD
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
March 9, 2022, at 6:01 PM

Present

Mayor Julie Fullmer
Councilmember Tyce Flake
Councilmember Amber Rasmussen
Councilmember Mardi Sifuentes

Absent

Councilmember Cristy Welsh

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Public Works Director Chris Wilson, Finance Director David Mortensen, Treasurer Bayley Deason, City Engineer Naseem Ghandour, Community Development Director Morgan Brim, Water Manager Sullivan Love, City Recorder Pamela Spencer, Communications Manager Kathryn Newman, Development Services Technician Anna Nelson, Planning Commission Chair Jeff Knighton, Planning Commission Vice-chair Bryce Brady

Others speaking: Resident Brittnee Voorheis; Spencer Hintze with Gilbert and Stewart

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

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

2. WORK SESSION

No items were submitted.

REGULAR SESSION

3. PUBLIC COMMENTS

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

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Sifuentes reported that they found a title sponsor for the summer celebration. She mentioned that she and the mayor had met with the Alpine School District about the results of Orem's study about having their own school district. Mayor Fullmer reviewed the process for a city to create their own school district.

 Councilmember Sifuentes mentioned that she had met with Flagship Homes about the downtown area.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1  City Manager Ezra Nair reported that they had opened the bids for the water tank. He noted that some city staff would be moving to the Utah Valley Home Builders Association building on April 7.

 Mayor Fullmer mentioned that during the next council meeting they would be discussing bills that passed in the legislature that would affect Vineyard.

5.2  Planning Commission Chair Jeff Knighton reported that the Planning Commission would be discussing a Conditional Use Permit for a church in The Hamptons subdivision at their next meeting.

 Mayor Fullmer thanked everyone who participated in the caucus that was held the previous night.

6. CONSENT ITEMS

6.1 Approval of the February 23, 2022 City Council Meeting Minutes

6.2 Approval of the February 25, 2022 City Council Planning Retreat Minutes

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE THE CONSENT ITEMS AS PRESENTED. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

7. APPOINTMENTS

7.1 COMMUNITY GARDEN.....3 vacancies

With the advice and consent of the City Council, Mayor Julie Fullmer will appoint Brittnee Voorheis as the Community Garden Director, Wendy Purrington as the Volunteer Coordinator, and Anai Salazar as the Communications Coordinator.

 Mayor Fullmer asked Ms. Voorheis to introduced herself, which she did.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO APPROVE THE MAYOR'S APPOINTMENTS AS PRESENTED. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

99 **8. PRESENTATIONS/RECOGNITIONS/AWARDS**

100 No items were submitted.

101
102
103 **9. BUSINESS ITEMS**

104 **9.1 DISCUSSION AND ACTION – Fiscal Year 2020-2021 Audit Report**

105 Spencer Hintze with Gilbert and Stewart will present the annual financial audit report for
106 Fiscal Year 2020-21 for consideration and acceptance by the Council. The mayor and city
107 council will take appropriate action.

108
109  Mr. Hintze reviewed the audit. There was one (1) finding for the Fraud Risk Assessment due
110 to a technicality.

111
112  **Motion:** COUNCILMEMBER FLAKE MOVED TO ACCEPT THE FISCAL YEAR 2020-
113 2021 AUDIT REPORT AS PRESENTED. COUNCILMEMBER SIFUENTES SECONDED
114 THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND
115 SIFUENTES VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION
116 CARRIED WITH ONE ABSENT.

117
118 **9.2 PUBLIC HEARING NOTICE – Amending the Consolidated Fee Schedule**
119 **(Resolution 2022-08)**

120 Treasurer Bayley Deason will present recommended amendments to the consolidated Fee
121 Schedule. The mayor and City Council will act to adopt (or deny) this request by
122 Resolution.

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

124
125  **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT
126 6:23 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR
127 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED AYE.
128 COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE
129 ABSENT.

130
131  Ms. Deason presented amendments to the Consolidated Fee Schedule. Development
132 Services Technician Anna Nelson explained the new special events deposits and fees. There was
133 a discussion about the fees. Ms. Deason continued her presentation.

134
135  Mayor Fullmer called for public comments. Hearing none, she called for a motion to close
136 the public hearing.

137
138  **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT
139 6:34 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR
140 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED AYE.
141 COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE
142 ABSENT.

143
144  Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT, BY RESOLUTION 2022-08, THE AMENDED FISCAL YEAR 2021-2022 CONSOLIDATED FEE SCHEDULE AS PRESENTED. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

9.3 DISCUSSION AND ACTION – Community Garden

Communications Manager Kathryn Newman and Water and Irrigation Manager Sullivan Love will present recommendations for expansion of the community garden. The mayor and city council will take appropriate action.

 Ms. Newman presented a year-in-review on the Community Garden, the new members to the Community Garden committee, and the plans for 2022. Mayor Fullmer explained that the city had been working with this project for several years.

 Mr. Love reviewed the expansion plans for the Community Garden boxes. He said that they were requesting about \$1,400 and 40-50 additional man hours. There was a discussion about funds for the expansion.

 Councilmember Sifuentes asked about options for vines. Mr. Love replied that he was working on a solution. There was a discussion about how they could solve the issue with the vines. Councilmember Sifuentes asked how they communicated with the residents about how the boxes worked. There was a discussion about the lottery process and how the vegetable stands worked.

 Mr. Love proposed adding a park bench to the garden area. Mayor Fullmer mentioned that a youth councilmember was working on a bench program for the city, and this was a suggested location.

 Mayor Fullmer recapped the Community Garden discussion.

 Councilmember Rasmussen felt that she was leaving the garden in excellent hands.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT THE PLAN FROM THE COMMUNITY GARDEN COMMITTEE AND TO CONTINUE TO PURSUE DONATIONS AS THEY BECOME AVAILABLE AND THE CITY WOULD BE HAPPY TO STEP IN IF NEEDED AND TO ALLOW FOR THE EXPANSION. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

10. CLOSED SESSION

No closed session was held.

195 **11. ADJOURNMENT**

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

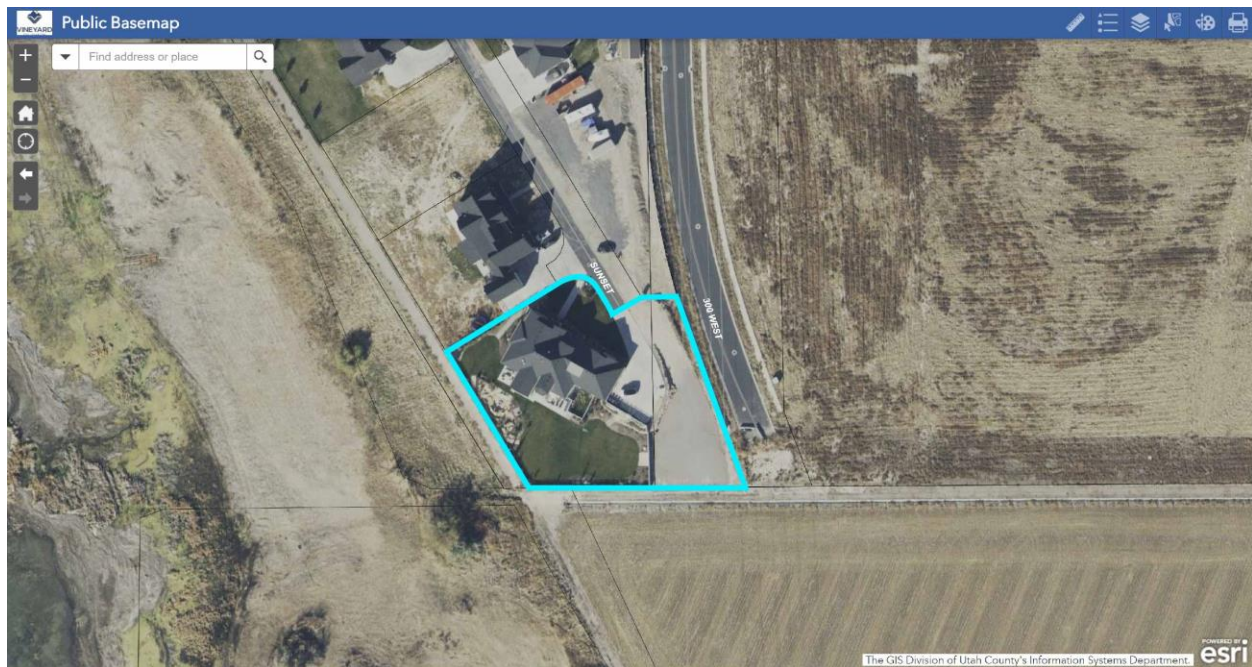
197
198  **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 6:56
199 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER,
200 COUNCILMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED AYE.
201 COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE
202 ABSENT.

203
204
205 MINUTES APPROVED ON: _____

206
207 CERTIFIED CORRECT BY: /s/ Pamela Spencer
208 PAMELA SPENCER, CITY RECORDER
209

Community Development

Date: March 23, 2022
From: Briam Amaya Perez, Planner II
To: City Council
Item: 6.2 Amended Lot 55 of The Shores Subdivision Phase 3
Address: 302 S Sunset Dr., Vineyard, Utah, 84059
Applicant: Brandon Green
Owner: Brandon N. Green and Brittany Green, Trustees of the Green Family Trust



ANALYSIS

The applicant, Brandon Green, is requesting approval of a final plat amendment to The Shores Subdivision Phase 3. Mr. Green's property is Lot 55 of the plat. The applicant is proposing to combine parcel 66:251:0063 (west parcel) and parcel 66:251:0055 (east parcel). Both parcels have been recorded at the Utah County Recorder's Office under the ownership of The Green Family Trust into one tax identification number. Mr. Green currently has two property descriptions that make up one tax id number. Approval of this amended plat would effectively combine the two parcels into one coherent parcel and description.

STAFF RECOMMENDATION

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

CONDITIONS

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

PROPOSED MOTION

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

ATTACHMENTS

Final Plat

AMENDED LOT 55
THE SHORES SUBDIVISION PHASE 3

BEING AN AMENDMENT OF LOT 55, THE SHORES SUBDIVISION PHASE 3

BEING LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, CITY OF VINEYARD, UTAH COUNTY, UTAH.
FEBRUARY – 2022

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. 17-27A603(4)(C)(I) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
- a. A RECORDED EASEMENT OR RIGHT-OF-WAY
b. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
c. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND FACILITIES OR
d. ANY OTHER PROVISION OF LAW

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENTS GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTHING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANT(S). DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

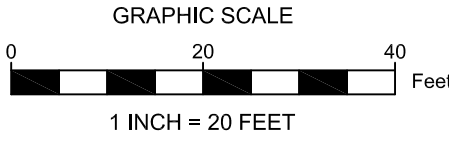
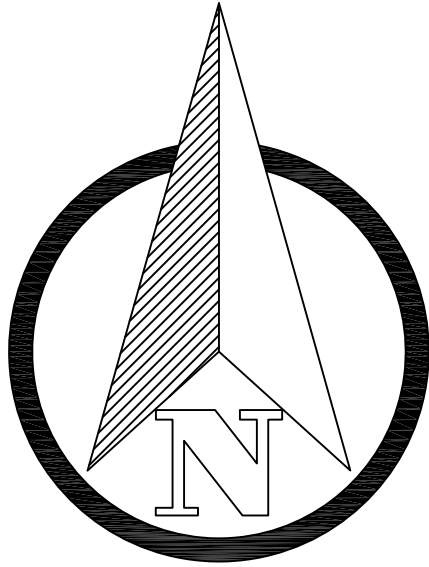
LOT 54
THE SHORES SUBDIVISION
PHASE 3
PARCEL NO. 66-251-0054

LOT 56
THE SHORES SUBDIVISION
PHASE 3
PARCEL NO. 66-251-0056

DEVELOPER/OWNER

BRANDON GREEN
302 SOUTH SUNSET DRIVE
VINEYARD CITY, UTAH 84059
TEL: 714-697-0408

DATE: FEBRUARY 23, 2022



UTAH COUNTY MONUMENT
WEST ONE-QUARTER CORNER OF
SECTION 17, T.6S., R.2E., SLB&M.
(FOUND BRASS CAP)

S89°38'03"W
1853.96 (R-M)

S89°38'03"W
5362.75 (R-M)
(CENTER-SECTION LINE)

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	8.84'	N88°55'59"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	80.09'	837.00'	80.06'	S18°00'24"E	5°28'57"
C2	39.27'	25.00'	35.36'	S76°10'54"E	90°00'00"

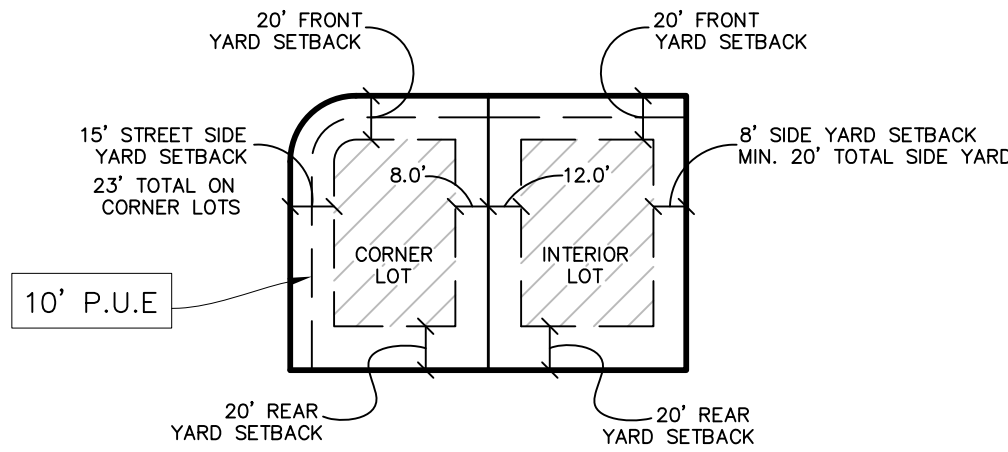
UTAH COUNTY MONUMENT
EAST ONE-QUARTER CORNER OF
SECTION 17, T.6S., R.2E., SLB&M.
(FOUND BRASS CAP)

LEGEND:

- SECTION CORNER/STREET MONUMENT – FOUND BRASS CAP
- PROPERTY CORNER – SET 5/8" X 24" BAR & CAP (PLASTIC CAP STAMPED ALS, INC. PLS # 376079) (OR AS NOTED AND SHOWN HEREON)
- CALCULATED POINT – NOT SET/NOT FOUND
- RECORD DATA
- PROPERTY BOUNDARY
- SECTION LINE/MONUMENT LINE
- RIGHT-OF-WAY LINE
- DEED LINE/PLATTED LOT LINE
- INTERIOR LOT LINE
- P.U.E. EASEMENT LINE
- CENTERLINE

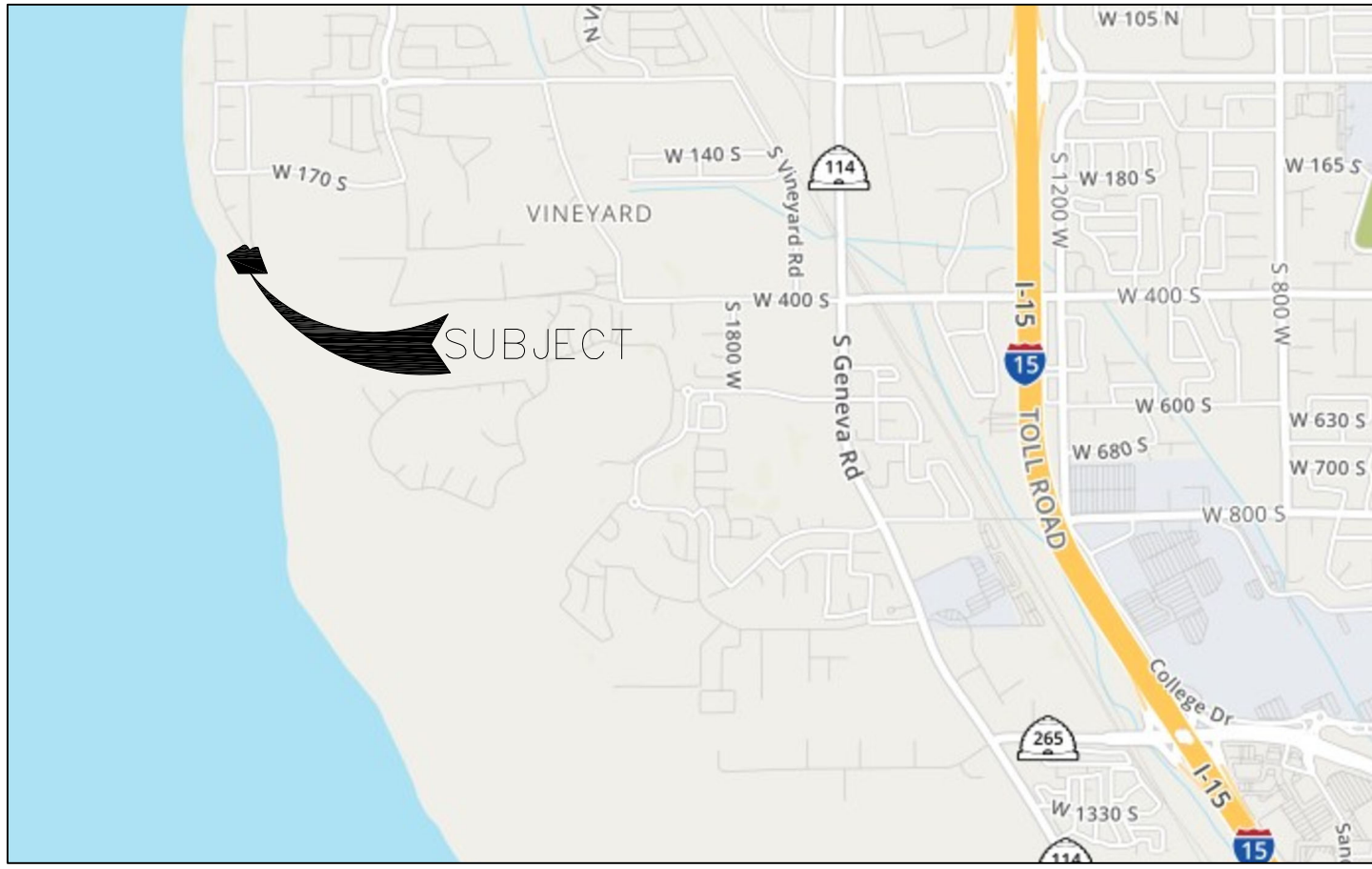
NOTES

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



TYPICAL LOT SETBACKS
NOT TO SCALE
ZONE RE-20

NOTE:
ALL PRIVATE STREETS CONTAIN PUBLIC UTILITY EASEMENT
& DRAINAGE EASEMENTS.



SURVEYOR'S CERTIFICATE

I, JAMES PATRICK FRONK, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD A LICENSE NO. 376079, IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT FOUND IN TITLE 58, CHAPTER 22 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE CORRECTED TO THE BEST OF MY KNOWLEDGE.

2-23-22
DATE

JAMES PATRICK FRONK, PLS
(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

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

BEGINNING AT A POINT MARKING THE NORTHEAST CORNER OF LOT 55, THE SHORES SUBDIVISION PHASE 3, A RECORDED SUBDIVISION, SAID POINT BEING SITUATED S89°38'03"W ALONG THE EXTENSION OF THE CENTER-SECTION LINE OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AS DEFINED BY THE FOUND BRASS CAP MONUMENTS MARKING THE EAST AND THE WEST ONE-QUARTER CORNERS OF SAID SECTION 17, FROM THE EAST ONE-QUARTER CORNER OF SAID SECTION 18, 1853.96 FEET AND SOUTH 1271.70 FEET AND S104°01'E 700.39 FEET, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE N88°56'21"E 23.57 FEET; THENCE 80.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 837.00 FEET, SUBTENDED BY A CHORD BEARING S18°00'24"E 80.06 FEET; THENCE S20°44'55"E 106.53 FEET; THENCE S89°45'29"W 198.78 FEET; THENCE N31°10'54"W 146.78 FEET; THENCE N58°49'06"E 125.00 FEET; THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, SUBTENDED BY A CHORD BEARING S76°10'54"E 35.36 FEET; THENCE S31°10'54"E 25.00 FEET; THENCE N58°49'06"E 30.00 FEET; THENCE N88°55'59"E 8.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.830 ACRES OF LAND (36,136 SQ. FT.).

BASIS OF BEARINGS: S89°38'03"W ALONG THE CENTER-SECTION LINE FROM THE EAST ONE-QUARTER CORNER TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 17, UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS AMENDED LOT 55, THE SHORES SUBDIVISION PHASE 3, BEING AN AMENDMENT OF LOT 55, THE SHORES SUBDIVISION PHASE 3, AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED, THE OWNER(S) ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____

BRANDON N. GREEN, TRUSTEE OF THE GREEN
FAMILY TRUST, DATED APRIL 9, 2021.

BRITTANY GREEN, TRUSTEE OF THE GREEN
FAMILY TRUST, DATED APRIL 9, 2021.

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY BRANDON N. GREEN AND BRITTANY GREEN, TRUSTEES OF THE GREEN FAMILY TRUST, DATED APRIL 9, 2021, WHO REPRESENTED THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND HAVE THE AUTHORITY TO EXECUTE THIS INSTRUMENT.

NOTARY'S COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC (SIGNATURE)

NOTARY PUBLIC (PRINTED)

ACCEPTANCE BY LEGISLATIVE BODY

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

VINEYARD CITY ENGINEER _____ DATE _____

CLERK-RECORDER _____ DATE _____
(SEE SEAL BELOW)

VINEYARD CITY PLANNER _____ DATE _____

CITY MANAGER _____ DATE _____

VINEYARD CITY ATTORNEY _____ DATE _____

AMENDED LOT 55
THE SHORES SUBDIVISION PHASE 3

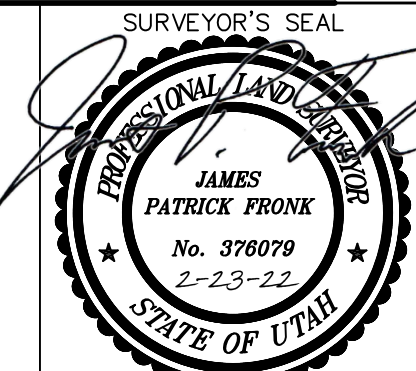
BEING AN AMENDMENT OF LOT 55, THE SHORES SUBDIVISION PHASE 3

BEING LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN, CITY OF VINEYARD, UTAH COUNTY, UTAH.

SUBDIVISION _____ UTAH COUNTY, UTAH
SCALE: 1" = 20 FEET



PROFESSIONAL LAND CONSULTING SERVICES
PLANNING • LAND SURVEYING • DEVELOPMENT
P.O. BOX 425, LEHI CITY, UTAH 84043 • 801.380.6225



CITY ENGINEER SEAL _____ CLERK-RECORDER SEAL _____ UTAH COUNTY RECORDER _____



VINEYARD CITY COUNCIL REPORT

Meeting Date: 3-23-2022

Agenda Item: 9.1 Water Tank Bid Award

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

Staff is working with Hansen, Alan & Luce Engineers (HAL) on the design of the city water tank and pipeline improvements. We have completed our bidding process for the 6MG Tank and Booster Pump Station phase of the project. This phase of the project will complete the water tank, booster pump station, and any on site pipe work. We pre-qualified 5 contractors to bid on the project and received 3 bids. Staff proposes to award this project to the low bidder, Dry Creek Structures with a 10% contingency to cover any supplemental work or unforeseen change orders to the project.

Fiscal Impact:

Dry Creek Structures	\$ 15,954,566.00
Contingency (10%)	<u>\$ 1,595,566.00</u>
Total	\$ 17,550,022.00

Recommendation:

Motion to Approve

Sample Motion:

I move to award the 6-million-gallon Tank and Booster Pump Station phase of the water tank project to Dry Creek Structures, approve the proposed budget, and allow staff to contract with Dry Creek to complete the work as proposed.

Attachments:

Contractor Bid Summary
Dry Creek Structures Bid
Notice Of Award

**CITY OF VINEYARD – 6MG TANK AND
BOOSTER PUMP STATION**

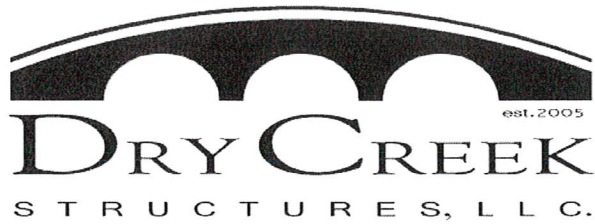
MARCH 2022

BIDS RECEIVED BY: 10:30 AM, WEDNESDAY MARCH 9, 2022

125 South Main Street
Vineyard, UT 84058

BASE BIDS PLUS ADDITIVE ALTERNATES A1, A2, A8, A10, AND A11 @ 8 WKS:

COMPANY	AMOUNT
1. Engineer Estimate	\$18,289,600.60
2. Dry Creek Structures	\$15,954,566.00
3. Vancon	\$16,369,523.00
4. R L Wadsworth	\$18,842,400.89



Vineyard 6 MG Tank and Booster Pump Station
City of Vineyard

Bid Date: 03/09/2022

Long Lead Time Items

Long lead time items that we have been made aware of at this time are as follows:

- Generators- 40-55 weeks
- Gear- 24-26 weeks
- VFD's- 15-25 weeks
- ATS- 40+ weeks
- Panels- 17-20 weeks
- Valves- 16-20 weeks
- Pumps & Motors- 24-26 weeks
- PVC Pipe- Currently not available / unable to quote lead times
- Precast Pipe- 10-18 weeks
- Precast Structures- 10-18 weeks

The above lead times are estimated with information provided from the factories based on current orders and market conditions. It is possible actual times could vary with changing world, economic, and shipping circumstances.

SECTION 00 41 43
BID FORM

Project Identification: 6MG Tank and Booster Pump Station

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Vineyard
125 South Main Street, Vineyard, UT 84058

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2/21/2022</u>
<u>2</u>	<u>2/23/2022</u>
<u>3+4</u>	<u>3/1/2022</u>
<u>5</u>	<u>3/3/2022</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1	1,400,000.00	1,400,000.00
2	Construction Surveying	LS	1	15,000.00	15,000.00
3	Testing Agency Services	LS	1	54,000.00	54,000.00
4	Implementation of the Storm Water Pollution Prevention Plan	LS	1	30,000.00	30,000.00
5	Ground Improvements	LS	1	675,000.00	675,000.00
6	Site Grading	LS	1	260,000.00	260,000.00
7	Recycled Asphalt Pavement (RAP) Aggregate	SY	13,929	16.00	222,864.00
8	Asphalt Driveways	SY	850	42.00	35,700.00
9	7' Ornamental Iron Fence with CMU Columns	LF	625	200.00	125,000.00
10	20' Wide Ornamental Iron Slide Gate with Manual Operator	EA	1	15,000.00	15,000.00
11	20' Wide Ornamental Iron Slide Gate with Electric Operator	EA	1	25,000.00	25,000.00
12	6' Black Vinyl Coated Chain Link Fence	LF	1,208	43.00	51,944.00
13	12" RCP (Class III) Drain Pipe	LF	186	190.00	35,340.00
14	4" PVC Sanitary Sewer Lateral	LF	142	75.00	10,650.00
15	36" RCP (Class III) Overflow Pipeline	LF	375	300.00	112,500.00
16	3' X 4' Precast Concrete Catch Basin	EA	1	9,350.00	9,350.00
17	5' x 5' Inlet Box	EA	1	13,500.00	13,500.00
18	6' x 6' Inlet Boxes	EA	2	18,500.00	18,500.00
19	Pump Station Structure	LS	1	1,650,000.00	1,650,000.00
20	Pump Station Slabs on Grade Complete (North of Grid E)	SF	1,638	18.00	29,484.00
21	30 HP Pumps and Motors Complete	EA	2	67,000.00	134,000.00
22	200 HP Pumps and Motors Complete	EA	2	105,000.00	210,000.00
23	400 HP Pumps and Motors Complete	EA	2	120,000.00	240,000.00
24	Pump Station Piping Systems Complete	LS	1	970,000.00	970,000.00
25	Pump Station Plumbing Complete	LS	1	180,000.00	180,000.00
26	2.5 Ton Bridge Crane	LS	1	76,000.00	76,000.00

ADDITIVE ALTERNATES TO BASE BID					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A1	Form Liner System	LS	1	85,500.00	\$ 85,500.00
A2	Submersible Tank Mixer	LS	1	56,500.00	\$ 56,500.00
A3	18" PVC Pipe Alternative to Bid Item NO. 36 - 18" DIP Tank Inlet Pipeline (PP-2)	LF	153	590.00	\$ 90,270.00
A4	36" PVC Pipe Alternative to Bid Item No. 37 - 36" DIP Pump Station Outlet Pipeline (PP-2)	LF	110	1,070.00	\$ 117,700.00
A5	10" PVC Pipe Alternate to Bid Item No. 42 - 10" Tank Drain Piping (from 5' outside of tank to 2' outside of Tank Valve Vault and from 2' outside of Tank Valve Vault to discharge to Tank Emergency Overflow & Drain Box)	LF	61	615.00	\$ 37,515.00
A6	PVC Pipe Alternative to Bid Item No. 43 - South and East Tank Inlet Piping (from 5' outside of tank exterior wall to 2' outside of Supply Valve Vault)	LF	411	380.00	\$ 156,180.00
A7	4 " PVC Pipe Alternative to Bid Item No. 44 - 4" Washdown Piping (from 5' outside of tank to 18" Tank Inlet Pipeline)	LF	33	215.00	\$ 7,095.00
A8	60 lb High Purity Magnesium Anodes and Test Stations Furnished, Installed and Connected to DIP or Steel Pipelines, in Accordance with Schedule on Drawing CP-2 for 36" Pump Station Outlet Piping, 18" Tank Inlet Pipe, 10" Tank Drain Line Piping, and Tank Inlet Piping on South and East Sides of Tank	LS	1	19,325.00	\$ 19,325.00
A9	60 lb High Purity Magnesium Anodes and Test Stations Furnished, Installed and Connected to DIP or Steel Pipelines, in Accordance with Schedule on Drawing CP-2 for 36" DIP and 36" and 30" Welded Steel Booster Pump Station Suction Piping	LS	1	9,600.00	\$ 9,600.00
A10	Trench Stabilization Material	CY	20	\$ 160.00	\$ 3,200.00
A11	Temporary Generator	WK	1	\$ 5,000.00	\$ 5,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

27	HVAC Systems Complete	LS	1	182,000.00	182,000.00
28	Electrical Systems Complete	LS	1	1,187,000.00	1,187,000.00
29	Closed Circuit TV (CCTV) Camera System Complete	LS	1	17,000.00	17,000.00
30	SCADA RTU and Station Control Panel	LS	1	96,000.00	96,000.00
31	500 kW Generators	EA	3	163,000.00	489,000.00
32	Generator Concrete Slab on Grade and Concrete Pads (S-5)	LS	1	50,000.00	50,000.00
33	Surge Tank & Vault Complete	LS	1	278,000.00	278,000.00
34	Manway Vault Complete	LS	1	95,000.00	95,000.00
35	36" WSP Pump Station Inlet Pipeline (PP-1)	LF	166	1,860.00	298,800.00
36	18" DIP Tank Inlet Pipeline (PP-2)	LF	153	488.00	74,664.00
37	36" DIP Pump Station Outlet Pipeline (PP-2)	LF	110	1,020.00	112,200.00
38	6.0 MG Tendon Reinforced Concrete Tank Complete (Includes everything withing 5' of exterior Tank Walls)	LS	1	4,740,000.00	4,740,000.00
39	Supply Valve Vault Complete (Includes piping to 2' outside of vault walls)	LS	1	410,000.00	410,000.00
40	Tank Valve Vault Complete (Includes 18" and 36" diameter piping between vault and 5' outside of tank)	LS	1	693,000.00	693,000.00
41	Tank Emergency Overflow & Drain Box Complete	LS	1	34,000.00	34,000.00
42	10" Tank Drain Piping (from 5' outside of tank to 2' outside of Tank Valve Vault and from 2' outside of Tank Valve Vault to discharge into Tank Emergency Overflow & Drain Box)	LF	61	590.00	35,990.00
43	South and East Tank Inlet Piping (from 5' outside of tank exterior wall to 2' outside of Supply Valve Vault)	LF	411	375.00	154,125.00
44	4" Washdown Piping (from 5' outside of tank to 18" Tank Inlet Pipeline)	LF	33	210.00	6,930.00
45	Tank Concrete Stairs, Railings and Concrete Pads to Exterior Access Ladders	LS	1	30,000.00	30,000.00
46	Cobble Rock on 2H:1V Slopes Around Tank	LS	1	21,000.00	21,000.00
47	Rock Cover on Top of Tank	LS	1	128,000.00	128,000.00
Total Base Bid				\$ 15,750,041.00	

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 6033550-5501

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____
By: _____
(Individual's signature)

SEAL,
if required

Doing business as:

A Partnership

Partnership Name: _____
By: _____
(Signature of general partner -- attach evidence of authority to sign)

SEAL,
if required

Name (typed or printed):

A Corporation

Corporation Name: Dry Creek Structures, LLC
State or Jurisdiction of Incorporation: Idaho
Type (General Business, Profession, Service, Limited Liability):
Limited Liability
By: _____
(Signature + attach evidence of authority to sign)

Name (typed or printed): Bryce Wadsworth
Title: Principal
Attest Ades
(Signature of Corporate Secretary)

CORPORATE
SEAL,
if required by State

Date of Qualification to do business in Utah [State or other jurisdiction where
Project is located] is 10/17/2005

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: 951 S. Mill Pond Rd.

Lehi, UT 84043

Business Phone No. (801) 766-0444

Business FAX No. (801) 766-0201

Business E-Mail Address

Bryce@drycreekstructures.com

State Contractor License No. 6033550-5501 (If applicable)

Employer's Tax ID No. 84-1691490

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

Cameron@drycreekstructures.com

9.02 Bid submitted on March 9, 2022.

- END OF SECTION -

SECTION 00 45 30
LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder shall list below the names and business address of each subcontractor discipline and/or material supplier as listed below and of each subcontractor and/or supplier who will perform Work under this Contract in excess of five percent (0.05) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of OWNER. NOTE: Attach additional sheets if required.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. Ground Improvements	<u>GEO PIER</u> <u>8188 SOUTH HIGHLAND DR., SANDY</u>
2. Pumps and Motors	<u>DELCO WESTERN</u> <u>2559 S. 1955 W. S.L.C.</u>
3. Welded Steel Pipe	<u>UTILITY COATINGS</u> <u>5481 WEST BAILEY PARK RD. W.J.</u>
4. Electrical	<u>INFINITY ELECTRICAL</u> <u>669 WEST 8TH AVE MIDVALE</u>
5. Generators	<u>INFINITY ELECTRICAL</u> <u>669 WEST 8TH AVE MIDVALE</u>
6.	
7.	
8.	

- END OF DOCUMENT -

SECTION 00 45 30
LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder shall list below the names and business address of each subcontractor discipline and/or material supplier as listed below and of each subcontractor and/or supplier who will perform Work under this Contract in excess of five percent (0.05) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of OWNER. NOTE: Attach additional sheets if required.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. Ground Improvements	Geo Pier
	8188 South Highland Dr, Sandy, UT
2. Pumps and Motors	Delco Western
	2559 South 1935 West, SLC, UT
3. Welded Steel Pipe	Utility Coatings
	5481 Bagley Park Road, West Jordan, UT
4. Electrical	Infinity Electrical
	669 West 8th Ave, Midvale, UT
5. Generators	Infinity Electrical
	669 West 8th Ave, Midvale, UT
6. Post Tensioning	VSL Structural Technologies
	5161 Ward Road, Wheat Ridge, CO
7.	
8.	

- END OF DOCUMENT -

SECTION 00 45 30
LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder shall list below the names and business address of each subcontractor discipline and/or material supplier as listed below and of each subcontractor and/or supplier who will perform Work under this Contract in excess of five percent (0.05) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of OWNER. NOTE: Attach additional sheets if required.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. Ground Improvements	
2. Pumps and Motors	
3. Welded Steel Pipe	
4. Electrical	
5. Generators	
6.	
7.	
8.	

- END OF DOCUMENT -

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dry Creek Structures, LLC
951 Mill Pond Road
Lehi, UT 84043

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250

OWNER:

(Name, legal status and address)

Vineyard City
125 South Main Street
Vineyard, Utah 84058

BOND AMOUNT:

Five Percent of Attached Bid

PROJECT:

(Name, location or address, and Project number, if any)

6MG Tank and Booster Pump Station
1600 North 250 West
#319.05.200

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd

day of March, 2022

Dry Creek Structures, LLC

(Principal)

(Seal)

(Witness)

(Title)

The Cincinnati Insurance Company

(Surety)

(Seal)

(Witness)

(Title) Brett Palmer, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael R. Vowles; Robyn B. Jensen; Danise Worwood;
David T. Smedley; Brett Palmer and/or Alan C. Anderson

of Spanish Fork, Utah its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Steve A. Janta

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 3rd day of March, 2022



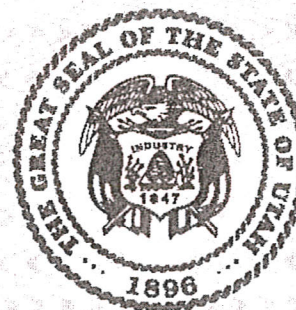
BN-1005 (10/15)

Scott R. Bolen

Secretary

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 07/09/2007
EXPIRATION DATE: 11/30/2023
ISSUED TO: DRY CREEK STRUCTURES, LLC
951 S MILL POND RD
LEHI UT 84043



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

6033550-5501 Contractor With LRF DBAs: None Associated
B100, E100

CERTIFICATE OF LICENSE

The person, firm or corporation below named is hereby granted license (pursuant to the provisions of License Ordinance of Lehi City) to engage in, carry on or conduct, in the City of Lehi, the business, trade, calling, profession, exhibition, or avocation described as follows:

DRY CREEK STRUCTURES, LLC.

951 SOUTH MILL POND RD

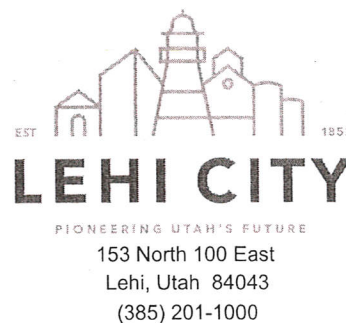
LEHI UT 84043

Is licensed to do business as:
CONSTRUCTION

Mark Johnson
Mayor

Terisha Wilson
Lehi City Recorder

This certificate must be displayed in a conspicuous place



Expires: 12/31/2022
License No.: 1228
Date of Issue: 01/01/2022





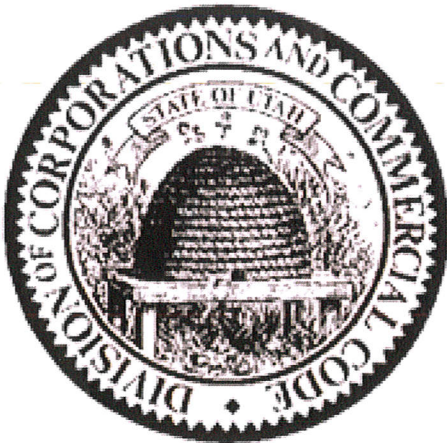
Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, PO Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

02/24/2022
6028916-016102242022-1044151

CERTIFICATE OF EXISTENCE

Registration Number: 6028916-0161
Business Name: DRY CREEK STRUCTURES, LLC
Registered Date: October 17, 2005
Entity Type: LLC - Foreign
Status: Current

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division (**unless Delinquent**); and, that Articles of Dissolution have not been filed.



Leigh Veillette
Director
Division of Corporations and Commercial Code

Registered Principal Search

[More Information](#)**Business Information**

Name of Entity: DRY CREEK STRUCTURES, LLC
Entity Type: Limited Liability Company
Entity Number: 6028916-0161
Registration Date: 10/17/2005
State of Origin: ID

Address

951 SOUTH MILL POND ROAD , LEHI UT 84043

Status

Status: Active
Status Description: Current
This Status Date: 11/26/2021
Last Renewed: 11/26/2021
License Type: LLC - Foreign
Delinquent Date: 10/31/2022

Registered Agent

Registered Agent: BRYCE LAWRENCE WADSWORTH
Address Line 1: 951 SOUTH MILL POND ROAD
Address Line 2:
City: LEHI
State: UT
Zip Code: 84043

Additional Information**With this information, you can...**

If you would like to purchase a Certificate of Existence for this business entity, select the button to the left. You will be assessed a **\$12.00 fee** for this service. You will need Adobe Reader to view this certificate. If you do not have Adobe Reader, click on the button below and download it.

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance: March 24, 2022
Owner: City of Vineyard Owner's Project No.:
Engineer: Hansen, Allen & Luce, Inc. Engineer's Project No.: 319.05.200
Project: 6 MG Tank and Booster Pump Station
Contract Name:
Bidder: Dry Creek Structures, LLC.
Bidder's Address: 951 S. Mill Pond Road, Lehi, Ut 84043

You are notified that Owner has accepted your Bid dated March 9, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

All items included in the "Base Bid" and Bid Alternates A1, A2, A8 (Dependent on bid for offsite pipeline project. If impressed current is provided by contractor selected for offsite piping A8 will be deleted from the contract), A10, and A11 at 8 weeks.

Note that the City reserves the right, but is not obligated, to procure any equipment by state contract from the Contractor's vendors if it is seen to benefit the project lead times or schedule. Such items shall be deducted dollar for dollar from the contract.

The Contract Price of the awarded Contract is **\$15,954,566.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

An electronic copy of the unexecuted counterparts of the Agreement accompanies this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered electronically as a separate file from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **two** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Vineyard**

By (signature): _____

Name (printed): _____

Title: _____

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VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 3-23-2022

Agenda Item: 9.2 Hansen Allen and Luce Contract

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

City Staff have been working with engineering consultant Hansen Allen and Luce Engineers (HAL) to design the culinary water system build out of our water tank project. We have encountered the need for additional time and HAL resources to trouble shoot and resolve existing and future water system pressures and flows to accommodate for existing buildings' fire suppression systems. This has required additional meetings, modeling, and coordination with Central Utah Water Conservancy District. Proposed is Amendment No 1 to the current Vineyard Pump Station Design agreement which addresses the additional services required to complete these tasks. This cost is a "not to exceed" cost to complete the scope as proposed.

Fiscal Impact:

Water Tank Project Funding

Vineyard Pump Station Designs

Current Contract Price	\$ 325,890.00
<u>Amendment No 1</u>	<u>\$ 27,450.00</u>
New Total	\$ 353,340.00

Recommendation:

Staff recommends approval of the amendment.

Sample Motion:

I move to approve city staff to execute and complete the Amendment No. 1 to the Vineyard Pump Station Designs with Hansen Allen and Luce Engineers as presented to complete the culinary water system build out design as proposed.

Attachments:

Vineyard Pump Station Design Amendment No. 1

CONTRACT AMENDMENT REQUEST NO. 1
TASK ORDER NO. 319.05.200
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: VINEYARD CITY

Effective Date of Agreement: October 31, 2017

Effective Date of Task Order: November 23, 2020

Contract Name: Vineyard Pump Station Design

Date Issued: March 24, 2022

The Contract is modified as follows upon execution of this Contract Amendment Request.

Description:

Costs incurred in holding weekly coordination meetings over the past year and in much more significant coordination with CUWCD. Weekly coordination meetings were not assumed in our original budget, nor was the level of coordination we were asked to participate in with CUWCD.

Amendment in Contract Price:

Original Contract Price: \$325,890.00

Increase from previous Amendments: \$ 0.00

Contract Price prior to this Amendment: \$325,890.00

Increase this Amendment: \$ 27,450.00

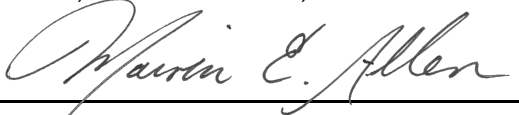
Contract Price with this Amendment: \$353,340.00

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

CLIENT: VINEYARD CITY

HANSEN, ALLEN & LUCE, INC.

By: _____

By: 

Its: _____

Its: Principal



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 3/23/2022

Agenda Item: 9.3 Wilde Real Estate

Department: Admin

Presenter: Anna Nelson

Background/Discussion:

Riley Latham with Wilde Real Estate has applied for a special event permit for an event at Grove Park on April 9th from 10:00 AM to 2:00 PM with set up starting at 8:00 AM. They are anticipating 1500 participants in attendance.

They would like to use Grove Park fields and 2 of the 3 pavilions for a client appreciation Easter Egg Hunt. They will have 2-3 bounce houses, face painting, and giveaways.

In addition to our permit, they are required by county code to obtain a mass gathering permit because of the length and amount of people participating.

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

Potential Impacts:

- Youth recreation programs are not scheduled during this time
- All of the parking at the park would be used so the applicant is working with Freedom elementary to coordinate additional parking.
- Grove Park will still be open to residents for use although the fields and 2 of the 3 pavilions will be reserved for this event.
- There may be potential damage to the soccer fields because of the use of bounce houses and the number of people anticipating.

Recommendation:

We are recommending three conditions of approval.

1. Parking plan

We are recommending that an adequate parking plan be required to ensure enough parking is provided for all participants. This would include approval from Freedom Elementary for use of their parking lot.

2. Rental fee

We are recommending a pavilion rental fee of \$230.00 with a refundable cleaning deposit of \$230.00. A field rental fee of \$1200 for all 3 soccer fields with a \$300 refundable deposit. For a total rental fee of \$1430 and a \$530 refundable deposit. That amount is based on the city fee schedule.



VINEYARD CITY COUNCIL STAFF REPORT

3. Approval of Mass Gathering Permit from the County.

Sample Motion:

I move to approve the special events permit for Riley Latham with Wilde Real Estate at Grove Park on April 9th. With the three conditions that have been recommended by staff.

Attachments:

See attached Special Event Applications and site plan



Special Event Permit Checklist

Who needs to obtain a Special Event Permit?

If you are organizing an event for a group of **fifty or more people** within the boundaries of Vineyard (see the attached Boundary Map page), then you will need a Special Events Permit. If you are planning a block party, you will not need a Special Event Permit. If you are planning a Block Party that will require a road closure, please submit a Block Party Courtesy Notice.

Complete applications must be submitted to the city **no later than thirty (30) days** prior to the event.

Please submit the following with the application:

- ☐ Detailed Event Site Plan. Must include street names, route or boundaries marked on map, placement of any barricades, road/sidewalk closures, fencing, inflatables, tables, vendor booths or portable toilets, etc.
- ☐ Parking Plan
- ☐ Crowd Control Plan
- ☐ Security/Safety Plan
- ☐ Communication Plan
- ☐ Trash collection plan
- ☐ A certificate of insurance evidencing general liability or general liability and umbrella insurance coverage for the applicant in the minimum amount of \$1,000,000 per occurrence, and naming Vineyard as additional insured, in effect on the date of the event. (Please see the attached example insurance certificate.)
- ☐ Written authorization from the property owner for Events held on private property
- ☐ If the event has vendors:
 - a list of the vendors (see the attached Vendor Information sheet)
 - Temporary Sales Tax Number for Event and vendors. Forms available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303.
 - Utah County Health Department Permit for vendors selling food
- ☐ If alcoholic beverages will be available at the event, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is PROHIBITED on City property. (Vineyard Municipal Code Chapter 8-300)
- ☐ Special Event Permit Fee: \$50 for events with 50-250 people, \$75 for events with vendors, \$100 for events with 250+ people. Events with 500+ people gathered for two or more hours will also require a Utah County Health Department Temporary Mass Gathering Permit. Please contact the Utah County Health Department Division of Environmental Health for more details at 801-851-7525.
- ☐ \$200 refundable deposit if the event includes the use of a bounce house or inflatable play equipment.
- ☐ Additional fees may apply, based on Vineyard or Sheriff personnel that may be required for your event.

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



FOR OFFICE USE ONLY

Application Received _____

Fee Paid _____

Special Event Permit Application

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

APPLICANT INFORMATION

Name of Applicant: Riley Latham			Date of application: 02/02/22		
Applying in behalf of (if other than self): Wilde Real Estate					
Email address: riley@wildeteam.com					
Mailing Address: 998 N 1200 W					
City: Orem		State: UT	Zip Code: 84058		Phone: 8017190157
Name of Event: Wilde Easter Egg Hunt					
Date of Event: April 9th					

EVENT INFORMATION

Name of Event: Wilde Easter Egg Hunt		
Date of Event: April 9th		Number of people anticipated at event: 1,500
Setup: April 9th	Start time: 9:00 AM	End time: 10:00 AM
Cleanup: April 9th	Start time: 2:00 PM	End time: 3:00 PM

Type of Event

☐ Athletic ☒ Entertainment ☐ Other: _____

Brief Description of Event: **This is a client appreciation event for the Wilde Real Estate team. It is a easter egg hunt, face painting, and raffle giveaway. Clients, family, and friends will come to catch up, hang out, and hunt for easter eggs.**

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

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

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

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

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

Vendors/Food/Alcohol

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

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

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

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

Law Enforcement/Security Services

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

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

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

Applicant's Name (please print): Riley Latham

Applicant's Signature: Riley Latham Date: 02/23/22

CITY APPROVAL

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

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

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

Vineyard Public Works Department

Date _____

Utah County Sheriff's Office

Date _____

Vineyard Special Events Department

Date _____



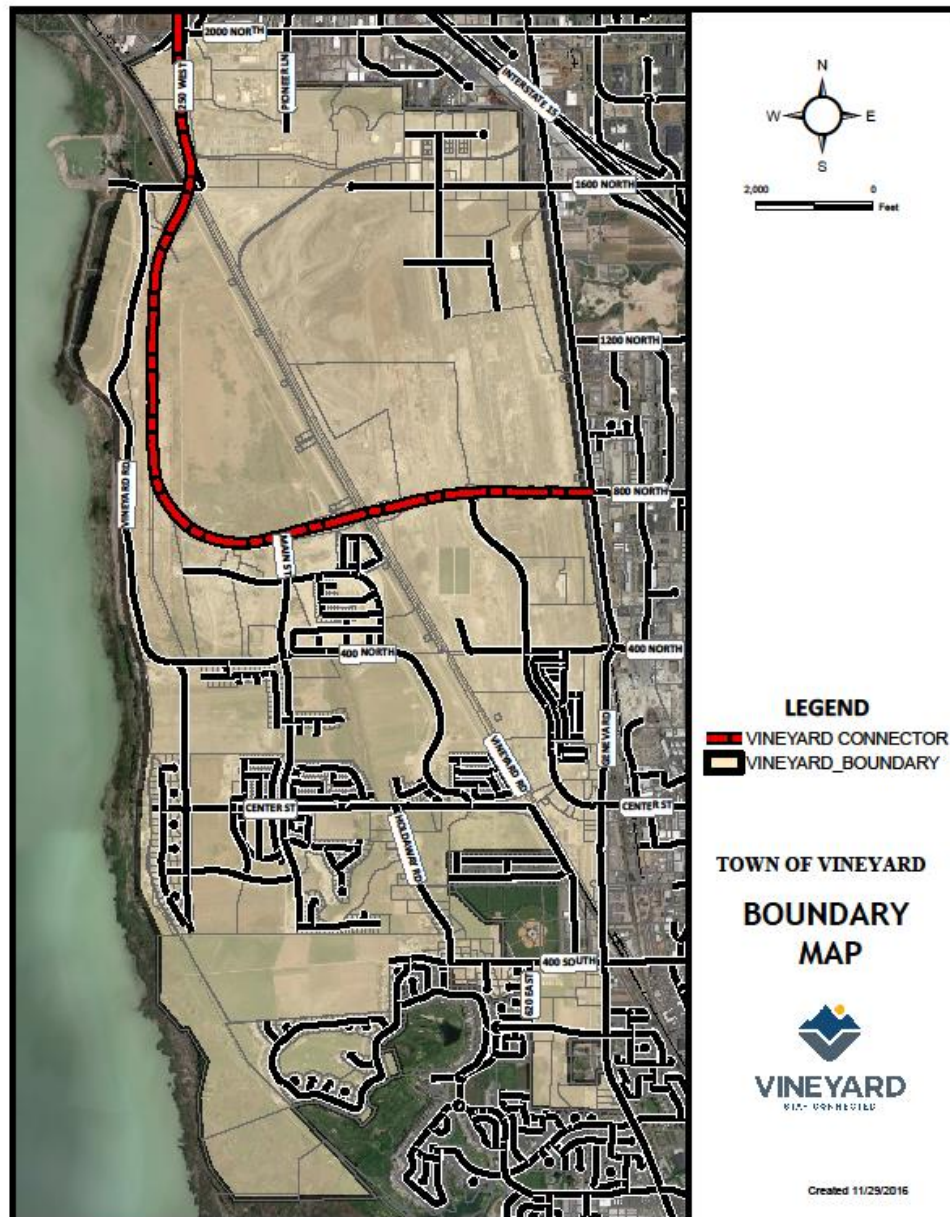
Please provide the following information for each vendor. Utah State Temporary Sales Tax Applications are available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303. Those selling food will also need to provide a copy of their Utah County Health Department Permit. Any vendors based in Vineyard will also need to have a Vineyard Business License. Once required documents are received and verified, we will issue each vendor a badge for use during the event.

[illegible]

What are the boundaries of Vineyard?

All areas within the shaded area in the map below are in Vineyard. For special events taking place on the shoreline or on Utah Lake, contact:

Sam Braegger, Outreach Coordinator
Utah Lake Commission
(801)851-2904
sbraegger@utahlakecommission.org



The authority to regulate special events within Vineyard is provided in Chapter 13-500, Articles 13-4 and 13-8 of the Vineyard Municipal Code. Copies of the Code are available online at www.vineyard.utah.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Insurance Producer Name Address Phone number	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Insured name or DBA with address	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

Vineyard, Utah is listed as an additional insured with respect to (NAME OF INSURED) participation in: (NAME, DATE, AND LOCATION OF EVENT). Vineyard, Utah is Primary & Non-Contributory for ongoing & complete operations; a Waiver of Subrogation applies in favor of Vineyard, Utah. A 30-day Notice of Cancellation will be provided should any of the above described policies be cancelled before the expiration date.

CERTIFICATE HOLDER

CANCELLATION

Vineyard 125 S. Main Street Vineyard UT 84058	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

43-0179-00
 STONE INSURANCE AGENCY
 175 N MAIN ST STE 202
 HEBER CITY UT 84032-1622

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160
 517.323.1200

06-29-2021

Auto-Owners Insurance Company

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online
www.auto-owners.com
 Pay My Bill

Pay by Mail
 AUTO-OWNERS INSURANCE
 PO BOX 740312
 CINCINNATI, OH 45274-0312

Pay by Phone
 1-800-288-8740

WILDE REAL ESTATE
 C/O BRETT WILDE
 998 N 1200 W
 OREM UT 84057-2813

Your agency's phone number is 435-657-2332.

RE: Policy 202343-57953746-21

Billing Account 100020604

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

YOUR INSURANCE AUDIT - HOW TO SAVE TIME AND MONEY

WHAT IS AN INSURANCE AUDIT?

Insurance audits are typically performed on commercial insurance policies providing auto, general liability, garage liability, umbrella and workers compensation coverages. When these policies are issued, you are asked to pay an estimated premium. Estimated premiums are based on the nature of your business and your estimate of exposures (i.e., payroll, sales, etc.) for the policy period.

Once your policy expires, we conduct an audit to collect information on actual exposures and operations. From this information, we determine the final earned premium. Premium adjustments are then determined by comparing audited exposures and operations with the original policy estimates.

WHAT RECORDS ARE NEEDED FOR THE AUDIT?

Good record keeping is important to the audit process. Accurate records provide and confirm information, save time and minimize your insurance costs. The premium auditor will let you know which of the following records will be needed for your audit when the audit appointment is made.

- **PAYROLL RECORDS** include payroll journal and summary, federal tax reports (941's), state unemployment reports and individual earnings records. Totals should be kept for overtime when applicable.
- **EMPLOYEE RECORDS** include the number of employees and hours, days or weeks worked annually.
- **SALES JOURNAL** includes all goods or products sold, rented and/or distributed as well as service, repair and installation. Sales or excise taxes collected separately and submitted to the government need to be identified in order to be excluded.
- **CHECK REGISTER** and **CASH DISBURSEMENTS** show payments to subcontractors, material costs and payments for casual labor.
- **CERTIFICATES OF INSURANCE** show the subcontractors used during the policy period for construction, erection and/or repair for general liability and workers compensation insurance coverages. They are also used for commercial automobile hired auto coverage.
- **INCOME STATEMENTS** include subcontracted labor costs and payroll amounts.

WHEN AND HOW WILL THE AUDIT BE DONE?

We will collect audit information from you shortly after your policy expires. Smaller, less complex policies may only require that you assemble and send the necessary information to us, or have the information available when a telephone auditor calls.

Larger and more complicated policies are handled by a field auditor, who will schedule an appointment with you shortly after the policy expires.

If you must change or cancel a scheduled appointment, please contact the auditor as far in advance as you can. It is best to schedule and complete this audit within 30 days from your policy expiration date. It is important for the auditor to ask questions about your operations. If you cannot be present to answer questions, someone familiar with the specifics of your entire business operations should be available. If you direct us to your accountant, we will obtain as much information as possible from your accountant and contact you with additional questions.

Most of our audits take a half hour or less, but audits of larger policies may take longer. Though the auditor will have a number of questions, you will not have to be directly involved during the entire audit if adequate records are available.

HOW CAN YOU SAVE MONEY?

There are several ways you can save on premium dollars depending on the type of business and coverages you have. Not all of the following may apply to your particular business.

- **PAYROLL DIVISION** - A single employee's payroll can be divided, except when the employee works in a clerical, sales, drafting or driving position. Proper records must be kept in dollar amounts that reflect work actually performed before a breakdown can be applied. Without adequate records, the entire payroll for the employee must be placed in the highest rated classification.
- **EMPLOYEE TIPS** - Tips declared by employees may be excluded from their gross payroll only if separately identified. Amounts added to customer's bills, such as service charges, which are collected by you and disbursed to your employees are not excludable.
- **CERTIFICATES OF INSURANCE** - Have certificates available for the audit at your premises (or your accountant's) to ensure that charges are not made unnecessarily. It is best to obtain a certificate of insurance prior to a subcontractor performing work for you. Certificates must cover the period when the subcontractor worked for you. This may require certificates covering two different policy terms for the subcontractor.
- **DRIVERS** - (For general liability coverage), employees with the sole responsibility of driving may often be excluded from chargeable payroll, if their wages are shown separately. However, employees who perform other duties besides driving must be placed in the highest rated class describing their duties.
- **COST OF HIRE** is commonly used on commercial automobile policies as a premium basis for hired auto coverage. This includes automobiles and trailers used under contract on behalf of or loaned to the named insured, which may include rental units as well as subcontracted hauling for the insured.

Your business is unique. If you have questions about how your specific circumstances will affect savings, please contact your insurance agent.

BASIC DEFINITIONS

- **REMUNERATION** is commonly called payroll, but can include items not normally part of payroll, or exclude items which are part of payroll. It includes wages, the value of meals and lodging, and other substitutes for money. (Substitutes for money include draws, dividends, traveling expenses and travel time payments, gift certificates or merchandise credits, annuities, and contributions to individual retirement accounts. This list is not all inclusive but represents common substitutes for money). Your premium auditor will discuss this with you at the time of your audit.
- **OVERTIME** is the hours worked for which there is an increase in the rate of pay. It includes:
 1. Work in excess of 8 hours per day, or 40 hours per week.
 2. Work on Saturdays, Sundays or holidays.
 3. Work in any day or week, in excess of a guaranteed wage agreement.
 4. Ordinarily, overtime pay is equal to 1 1/2 times the regular hourly rate. For example, a regular pay rate of \$10 per hour at time and a half generates a \$15 per hour overtime rate. If the extra \$5 of pay is shown separately, it is excluded in total. If total overtime wage is shown in a combined amount of \$15 (regular pay plus increase) and included in gross payroll, one third (\$5) will be deducted from gross pay. If the overtime wage is calculated at double time, one half will be deducted from gross pay.
 5. Extra pay for shift differential is not considered overtime.
- **GROSS SALES** is the gross amount charged by you or others trading under your name for all goods or products sold or distributed, operations performed and rentals. Some deductions from gross sales include sales or excise tax, returns and allowances and finance charges for items sold on installment.
- **SUBCONTRACTOR** is often used interchangeably with "independent contractor". We ordinarily apply the definition to subcontractors performing construction, erection or structural alteration for a general contractor. Most workers compensation laws hold you responsible for employees of an uninsured subcontractor. In some states, they may extend to an uninsured subcontractor without employees, if an employee-employer relationship can be established. A liability policy will also include a charge for subcontractors as though they were your employees if there is no certificate showing evidence of insurance. Subcontractors can easily obtain a certificate of insurance through their insurance agent.
- **TOTAL COST** is the cost of all work let or sublet in connection with each specific project including:
 1. The cost of all labor, materials and equipment furnished, used, or delivered for use in the execution of the work.

2. All fees, bonuses or commissions made, paid or due.
3. The rates apply per \$1,000 of total cost.

COMMONLY ASKED QUESTIONS

Q: Why is an audit necessary?

A: To calculate the exact amount of premium you will be charged. Actual exposures and operations are determined by an audit. After they are compared with initial estimates and later endorsements, a final audit premium is determined.

Q: If overtime is not summarized, will I still get credit?

A: Overtime records must show overtime pay separately by employee or classification or it will not be deducted.

Q: If I do not have certificates of insurance from subcontractors for the audit, will I be able to get them?

A: It is in your best interest to request a certificate from a subcontractor prior to the work being performed, rather than at the time of audit. You will be charged for employees of those subcontractors not providing certificates as though they were your employees.

Q: Several of my employees do more than one type of work. How should I assign their payrolls?

A: Payrolls may be divided into appropriate classifications, provided the division is reflected on the original records in dollar amounts.

Q: Some of my work could be considered clerical and sales. Should I separate it?

A: The clerical and sales classifications cannot be used with any other class for division of a single employee's payroll

Q: Is it necessary to provide audit information if my renewal policy has been canceled?

A: Yes, policies are issued using estimated payroll or sales. Actual payroll or sales needs to be known to determine if additional premium is due the company, or a return premium is due the policyholder.

In some states, a surcharge/penalty may be applied to the policy for failure to comply with the audit process.

AVAILABILITY OF TERRORISM RISK INSURANCE COVERAGE

Dear Policyholder:

Our records indicate that you previously rejected our offer to provide coverage for certified acts of terrorism. The enclosed policy does not provide coverage for certified acts of terrorism in accordance with your previous rejection of coverage.

If you would like coverage for certified acts of terrorism, please contact us.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. This policy does not provide coverage for certified acts of terrorism, since you have previously declined this coverage.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge will be made for this coverage after January 1, 2028. It will be prorated for the period beginning January 1, 2028 and ending on the expiration date of this policy term. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extended. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to exclude coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY STONE INSURANCE AGENCY
43-0179-00 03 MKT TERR 096 435-657-2332

INSURED WILDE REAL ESTATE
C/O BRETT WILDE

ADDRESS 998 N 1200 W
OREM UT 84057-2813

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 08-03-2021

POLICY NUMBER 202343-57953746-21

Company Use 57-23-UT-2008

Company
Bill

Policy Term	
12:01 a.m.	12:01 a.m.
to	
08-03-2021	08-03-2022

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Wildebrett1

Entity: Corporation

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	\$132.00
MINIMUM PREMIUM ADJUSTMENT (GL)	\$206.00
TOTAL	\$338.00

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Premium shown above for commercial general liability coverage is an advanced premium deposit and may be subject to audit.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

55000 (07-12) 59392 (11-20) 59349 (10-03)

Countersigned By: COMPANY ISSUED

Auto-Owners Ins. Co.

Issued 06-29-2021

AGENCY STONE INSURANCE AGENCY
43-0179-00 03 MKT TERR 096Company POLICY NUMBER 202343-57953746-21
Bill 57-23-UT-2008

INSURED WILDE REAL ESTATE

Term 08-03-2021 to 08-03-2022

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit**Forms that apply to this coverage:**

59351 (01-15)	55405 (07-08)	55146 (06-04)	CG2106 (05-14)	CG2109 (06-15)
55091 (05-17)	CG2301 (04-13)	IL0021 (07-02)	59325 (12-19)	CG0001 (04-13)
CG0186 (11-94)	IL0017 (11-85)	55513 (05-17)	55029 (05-17)	CG2196 (03-05)
IL0266 (02-87)	CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	59392 (11-20)

Auto-Owners Ins. Co.

Issued 06-29-2021

AGENCY STONE INSURANCE AGENCY
43-0179-00 03 MKT TERR 096

Company POLICY NUMBER 202343-57953746-21
Bill 57-23-UT-2008

INSURED WILDE REAL ESTATE

Term 08-03-2021 to 08-03-2022

LOCATION 0001 - BUILDING 0001**Location:** 998 N 1200 W, Orem, UT 84057-2813**Territory:** 003**County:** Utah

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Real Estate Agents	47050	Prem/Op Prod/Comp Op	Payroll \$55,700 \$55,700	Each 1000 2.179 .203	\$121.00 \$11.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY

	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392	
LOCATION 0001	\$132.00

55405 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
 - b. The Program is renewed, extended or otherwise continued in effect:
 - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
 - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.
2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism

endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
- b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM and IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

It is agreed:

1. The following definition applies:

Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

- a. the Secretary of Homeland Security; and
- b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

Under the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

- a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
- b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and
- (2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

2. The following exclusion is added:

We shall not pay:

- a. for any loss caused directly or indirectly by a **certified act of terrorism**, whether or not any other cause or event contributed concurrently or in any sequence to the loss.
- b. sums any insured becomes legally obligated to pay because of or arising out of bodily injury, property damage, personal injury or advertising injury, if covered by this insurance, caused by a **certified act of terrorism**.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

At your request, this policy does not provide insurance coverage for certified acts of terrorism as defined in the Act. "Excluded" is shown on the Declarations page under this coverage. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Wilde Team Special Event Permit

Easter Egg Event April 9th

Detailed Event Site Plan



Parking Plan

We will have two people directing traffic. We will fill the priority parking lot first, and then once that lot is full we will move into the overflow parking lot. This should be plenty of parking for our event since people will be fluctuating in and out.

Crowd Control Plan

We will be sending out invites to our friends, family, and clients. Everyone will have to fill out an RSVP and have to check-in to the event. This way we have control over the quantity of people and won't have a park that is overcrowded. In areas like the bouncy houses we will have one person over each bouncy house to limit the number of kids on each bouncy house.

Security/Safety Plan

In the case of an emergency we will have red signs to show what the best option of existing the park may be. We will also have the Vineyard Sheriff's Department on site to help assist in safety measures.

Communication Plan

Each member of our team will be equipped with a walkie-talkie so we have the capacity to communicate all over the park. We will use the walkie-talkies to communicate any issues or safety hazards during the event. We also will be hosting a mandatory meeting the week before to cover the plan for this event and assign everyone their responsibilities.

Trash Collection Plan

We plan on using the trash cans on site as well as providing garbage cans of our own. We will be using disposable cardboard trashers for our event to control the waste during the event. These will be placed throughout the park, but will be concentrated near the food trucks.





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 23rd 2022

Agenda Item: 9.4 Summer Celebration

Department: Admin

Presenter: Anna Nelson

Background/Discussion:

The staff would like to discuss protentional options for the city summer event which will be happening the first weekend in June.

We would like to readdress the topic of the name for the event. After receiving feedback from the Heritage Commission and Department Heads, the following names were sent out on an Assemble poll to the residents:

Vineyard Heritage Days

Vineyard Summer Heritage Celebration

Vineyard Summer Celebration

Grape Days

Vineyard Days

The Assemble poll results showed Vineyard Heritage Days as the top choice with Vineyard Summer Celebration and Vineyard Days as close seconds.

After meeting with the Heritage Commission, they would really like to see “Heritage” identified in the name as it helps represent the purpose of the event and showcases their involvement.

We would like to discuss name options and move forward with an official name if possible.