



**NOTICE OF A VINEYARD
CITY COUNCIL SPECIAL SESSION
June 29, 2022, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold special session on Wednesday, June 29, 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

No items were submitted

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 Orem Fire Chief Marc Sanderson and Deputy Chief Jason Earl – Quarterly Report

6. CONSENT ITEMS

6.1 [Approval of the June 15, 2022, City Council Meeting Minutes](#)

6.2 [Approval of Interlocal Agreement with Utah County for the placement, use, and security of election ballot drop boxes \(Vineyard Agreement #2022-22\); \(Resolution 2022-24\)](#)

6.3 [Approval of the Water Tank Pipeline Bid Award \(Resolution 2022-25\)](#)

6.4 [Approval of the Bid Award for Special Inspections of 6 MG Water Tank \(Resolution 2022-26\)](#)

- 6.5 Approval of an Interlocal Agreement with Utah County for Library Services, (Vineyard Agreement #2022-23); (Resolution 2022-27)
- 6.6 Approval of an Interlocal Agreement with Utah County – Substance Misuse Prevention Services and Communities that Care Prevention Model(Vineyard Agreement #2022-24) (Resolution 2022-28)

7. APPOINTMENTS

- 7.1 **Purchasing Agent.....1 vacancy**
With the advice and consent of the council, Mayor Fullmer will appoint Finance Director David Mortensen as the purchasing agent. (Resolution 2022-29)
- 7.2 **Vineyard Children’s Library Volunteer Coordinator.....1 vacancy**
With the advice and consent of the council, Mayor Fullmer will appoint Abby Bunn as the Vineyard Children’s Library Volunteer Coordinator.
- 7.3 **Vineyard Youth Council Mayor.....1 vacancy**
With the advice and consent of the City Council, Mayor Fullmer will appoint Alexa Dadson as the new Youth Council Mayor.

8. PRESENTATIONS/RECOGNITIONS/AWARDS

- 8.1 Finance Director David Mortensen will present the annual Fraud Risk Assessment.

9. BUSINESS ITEMS

- 9.1 **DISCUSSION AND ACTION – Purchasing Policy Amendments**
The mayor and city council will discuss possible amendments to the purchasing policy.
The mayor and City Council will at to adopt (or deny) this request by resolution.
- 9.2 **PUBLIC HEARING – Amended Fiscal Year 2021-2022 Budget Amendment #2 (Resolution 2022-30)**
Finance Director David Mortensen will present proposed amendments to the Fiscal Year 2021-2022 Budget. The mayor and city council will act to adopt (or deny) this request by resolution.
- 9.3 **PUBLIC HEARING – Consolidated Fee Schedule Amendments (Resolution 2022-31)**
Management Intern Marissa Stapley will present recommended amendments to the Consolidated Fee Schedule. The mayor and City Council will act to approve (or deny) this request by resolution.
- 9.4 **PUBLIC HEARING – Geneva Road Mixed-use Zoning text and map amendment (Ordinance 2022-09)**
Community Development Director Morgan Brim will present a Zoning Text Amendment and Zoning Map Amendment request from X Development regarding their property located along Geneva Road, known as the Geneva Retail Frontage Subdivision. The applications propose a new zoning code and amends the current zoning map to create the Geneva Road Mixed-Use Zone. The subject properties are approximately 11.3 acres in size. The mayor and City Council will act to approve (or deny) this request by ordinance.

9.5 PUBLIC HEARING – Development Agreement for Holdaway Farms (Ordinance 2022-10)

Community Development Director Morgan Brim will present a development agreement between Cadence Vineyard 400, LLC and Goodboro Vineyard Holdaway, LLC and Vineyard City. The development agreement is regarding the property known as Holdaway Farms. The property is located west of the current 400 South Main Street termination, Serial No. 18:021:0014, 18:021:0016, and 18:021:0015. The mayor and City Council will act to approve (or deny) this request by ordinance.

9.6 DISCUSSION AND ACTION – Center Street Trailhead Parking Betterment Agreement (Resolution 2022-32)

(15 minutes)

City Engineer Naseem Ghandour will present recommended betterments for the construction of a parking lot on 300 West for the Center Street trailhead. The mayor and City Council will take appropriate action.

9.7 DISCUSSION AND ACTION – Fireworks Restrictions (Ordinance 2022-11)

City Manager Ezra Nair will present recommended fireworks restrictions for Vineyard and recommend allowing fireworks in certain areas of public property during specific days and times. The mayor and city council will take appropriate action.

9.8 DISCUSSION AND ACTION – Adoption of Final Fiscal Year 2022-2023 Budget and Certified Tax Rate (Resolution 2022-33)

Finance Director David Mortensen will present the final Fiscal Year 2022-2023 Budget and the certified tax rate. The mayor and City Council will act to adopt (or deny) this request by resolution. (A public hearing was held on the tentative budget during the May 25, 2022 City Council meeting.)

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, July 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: June 28, 2022

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



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

City Council Chambers
125 South Main Street, Vineyard, Utah
June 15, 2022, at 6:02 PM

Present

City Council

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

Absent

Planning Commission

Chair Bryce Brady
Commissioner Tim Blackburn
Commissioner Christopher Bramwell

Commissioner Jeff Knighton
Commissioner Anthony Jenkins
Alternate Commissioner Tay Gudmundson
Alternate Commissioner Marus Jessop
Alternate Commissioner Kristal Price

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Finance Director David Mortensen, City Engineer Naseem Ghandour, Staff Engineer Emily Dicataldo, Community Development Director Morgan Brim, City Planner Briam Amaya Perez, Planning Technician Cache Hancey, Public Works Director Chris Wilson, Water Manager Sullivan Love, Communications Manager Kathryn Newman, Development Services Technician Anna Nelson, Utah County Sheriff's Office Deputy Chad Stilson, City Recorder Pamela Spencer

Others speaking: Pete Evans, Nate Hutchings, and Bronson Tatton with Flagship Homes (Geneva Properties); Jeff Brand with Nelsen Partners; Jeffrey Woodbury with Woodbury Corporation

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



Mayor Fullmer opened the meeting at 6:02 PM. Councilmember Sifuentes gave the invocation and led the Pledge of Allegiance.

2. JOINT WORK SESSION WITH PLANNING COMMISSION

2.1 Downtown Vineyard Development

Community Development Director Morgan Brim will lead a discussion regarding updates and time schedules for the Downtown Vineyard development.

 Mr. Brim gave a brief overview of the area and then turned the time over to Pete Evans with Flagship Homes.

 Mr. Evans explained that they were at a crucial point in their development process. He reviewed tonight's presentation timeline and then turned the time over to Bronson Tatton with Flagship Homes for his presentation.

 Mr. Tatton reviewed the Master Plan of the downtown area. He also reviewed the current station layout, and the roads and trails that had been completed in the first phase of the development. He added that they had added the power and gas lines, and conduits for fiber.

 Mr. Tatton gave a brief overview of each of the block in the development. (Images displayed were for inspiration only.)

 Chair Brady asked about the size of the transit plaza. Mr. Tatton replied that it was the same size as the original plan. There was a discussion about the transit plaza.

 Mr. Tatton continued his overview of the blocks.

 Mr. Tatton reviewed the overpass design. There was a discussion about the overpass.

 Jeff Brand with Nelsen Partners gave a brief overview of his company and developments they had designed. He showed some of the diagrams they had put together for the downtown area. Mr. Brim asked if the paseos would be gated. Mr. Brand replied that there would be a mix of gated and public areas. Mr. Brand continued his presentation.

 Mr. Brim asked about the auto court in one of the renderings. Mr. Brand explained that auto courts had a European influence. He said that they were a way to have access to areas without parking on the street for deliveries or special event parking. There was a discussion about auto courts and paseos.

 Mr. Woodbury gave a brief background of the Woodbury Corporation.

 Mr. Woodbury explained how building a shopping center worked.

 Mr. Hutchings reviewed the branding they had considered using for the downtown area. He said that Flagship had not only invested a lot of money in Vineyard but had also invested a lot of their lives in Vineyard. He said that Vineyard Station was something they were building to own for a long time. He said that they had world class team that they had created with their partners and the city.

 Councilmember Welsh felt that these types of meetings created a trust and felt that she had developed a trust with Flagship Homes. She felt that this was a passionate project, with love, blood and tears going into all levels. The renderings were future forward but included elements of the past. She hoped that people understood the time and thought that had gone into the design of the development.

 Mayor Fullmer felt that it was great to find a partner and developer that the city can talk about what they want to see in a community. They were willing to listen to everyone's ideas and take them to the next level. Mr. Woodbury stated that he welcomed comments.

 Chair Brady asked about Flagship's timeline. Mr. Woodbury replied that they hoped bring plans to the city within the next 75 days. Mr. Hutchings mentioned that they were in negotiations with a grocery store.

 Chair Brady asked about city office buildings. Mr. Hutchings replied that they had internal discussions about where to dedicate the land. There was a discussion about the placement of tenants in the development.

 Mr. Evans said that they had talked with staff about phased approvals. Because there were so many different facets of the project they were asking for phased approvals to get the development going more quickly. Start with foundations and footings and then designs and site plans.

 Chair Brady asked about the phasing of the parks. Mr. Evans replied that there were three different types of parks; paseos, courtyards, and the promenades. He mentioned that they were currently working on concept designs for the large promenade. Mr. Evans explained that as they bring in the buildings in each phase they would be building the paseos and courtyards and that the promenade would be built independent of those projects. There was a discussion about the build-out.

 Councilmember Rasmussen mentioned that there was grant money to build the waterfront park that would expire next year and asked if they would be making the lake road a priority. Mr. Hutchings replied that they were trying to prioritize the project. There was a discussion about the waterfront and design of the development.

 Mr. Brim felt that this had been a good discussion and they had met the purpose of the meeting.

 A short break was taken at 7:30 PM. The meeting resumed at 7:37 PM.

3. PUBLIC COMMENTS

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

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Flake reported on the Legislative Policy Committee meeting that was held last week. Mayor Fullmer commented on some of the things that happened in the legislature this past year.

 Councilmember Sifuentes reported that Vineyard Days was successful. She noted that the Vineyard Children's Library's grand opening would be held next Tuesday.

 Councilmember Welsh stated that the city was seeking public input on the park corridor plans and encouraged residents to watch for opportunities to provide input through the newsletter, social media, etc. There was a discussion about how to get the information out to the public.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1  City Manager Ezra Nair reported that they were evaluating where they would be placing crossing guards this year.

5.2  Planning Commission Chair Bryce Brady reported that the commission had a work session during the last Planning Commission meeting where they discussed land use on the Geneva Nitrogen property. He mentioned that they also had a training about city streets and roads.

5.3  Public Works Director Chris Wilson gave his quarterly report. There was a discussion about water use. There was also a discussion about the phasing plan for the park strips. Mr. Wilson continued his report. There was a discussion about alternatives to road salt. The report continued. He reviewed the park and park strip landscape and maintenance plan. He also reviewed the Parks Department's ongoing tasks.

5.4  Development Services Technician Anna Nelson reported on special events from January to June. She recapped the Vineyard Days celebration. She was working on updating the special events code, creating a vision statement for special events, and what they wanted to see come to the city. She stated that she wanted to improve on growing the sponsorship program and build upon the current events. There was a discussion about sponsorships. The council thanked Ms. Nelson for her work.

5.5  Heritage Commission Chair Tim Blackburn reported on Earth Day and the role that the "Just Serve" platform had in the event and put a plug for using it for other events. He reported on Heritage Days that was held during Vineyard Days. He said that they were developing a fourth (4th) grade curriculum about Vineyard history. They were currently working with Vineyard Elementary and working on oral histories about Geneva Steel. He mentioned that there were artifacts from Geneva Steel and historical farming implements that needed to be moved. He mentioned that the Heritage Commission and city staff had created a brand for their commission to use around the city. He also mentioned that the commission would like to have a fall event and a Christmas tree lighting event.

6. APPOINTMENTS

6.1 City Treasurer.....1 vacancy

With the advice and consent of the council, Mayor Fullmer will appoint Kristie Bayles as the new city treasurer.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE APPOINTMENT OF KRISTIE BAYLES AS THE CITY TREASURER. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

7. **CONSENT ITEMS**

- 7.1 Approval of the May 25, 2022 City Council Meeting Minutes
- 7.2 Approval of Timpanogos Special Service District Service Agreement (Resolution 2022-15)
- 7.3 Approval Of a Utah Transit Authority (UTA) At-Grade Crossing and Multi Use Trail Crossing Agreement for Lindon Heritage Trail (Resolution 2022-16)
- 7.4 Approval of UTA 800 North Crossing Agreement #6944) and Approval of the UTA 1600 North Crossing Agreement #6945 (Resolution 2022-17)
- 7.5 Approval of Union Pacific Railroad (UPRR) 1600 North Crossing Agreement #03322-45 (Resolution 2022-18)
- 7.6 Approval of an amendment to the Interlocal agreement with Utah County for the Community Development Block Grant (CDBG) participation Agreement (Resolution 2022-19)
- 7.7 Approval of PTIF Management Authorization (Resolution 2022-20)
- 7.8 Approval Zions Bank Signatory (Resolution 2022-21)

 **Moton:** COUNCILMEMBER FLAKE MOVED TO APPROVE 1, 2, 3 AND 6 AND MOVE TO TAKE 7.4, 7.5, 7.7 AND 7.8 OFF THE AGENDA FOR IMMEDIATE DISCUSSION. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

7.4 and 7.5  Mr. Wilson explained that when they received the bid for the project last week the pipe materials did not match what was in the agreements. He also mentioned that there was a question about wording in the contract for the fiber material. He recommended that council approve the agreements with the condition that the contracts be updated to include the additional products.

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE THE ADJUSTMENTS IN THE CONTRACTS AS PRESENTED BY MR. WILSON IN 7.4 AND 7.5. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

7.7 and 7.8  Mayor Fullmer explained that she wanted to develop a process for how the city did signatures according to funding. Mr. Blakesley added clarification that the request was to create a document that laid out what the signature requirement would be.

 **Motion:** MAYOR FULLMER MOVED TO APPROVE 7.7 AND 7.8 WITH THE CONDITION DISCUSSED. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

8. **PRESENTATIONS/RECOGNITIONS/AWARDS**

8.1 **PRESENTATION – Communities That Care Coalition**

Communications Manager Kathryn Newman will give a presentation to the Council on forming a Communities That Care Coalition for Vineyard City.

 Ms. Newman stated that this was a way to forge a path to take care of Vineyard residents. She gave a brief overview of what the Communities that Care Coalition entailed. She reviewed events that the city had done in the past and explained that this would combine these efforts under one umbrella. She reviewed the issues that were happening in Vineyard. She said that this was a preventative program. There was a discussion about funding the program.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Special Event Permit for The Rex Real Estate

Development Services Technician Anna Nelson will present a special event permit for fireworks show and client appreciation party to be held on July 1, 2022 at Vineyard Grove Park. The mayor and City Council will take appropriate action.

(This item took place before 8.1.)

 **Motion:** MAYOR FULLMER MOVED TO APPROVE THE SPECIAL EVENT PERMIT APPLICATION FOR REX REAL ESTATE ON JULY 1 WITH THE CONDITION RECOMMENDED BY STAFF
CONDITION:

1. AN ADEQUATE PARKING PLAN THAT INCLUDES BOTH FREEDOM ELEMENTARY AND TRAILSIDE ELEMENTARY. AND AT LEAST 3 VOLUNTEERS DIRECTING PARKING THROUGHOUT THE EVENT.
2. A MASS GATHERING PERMIT ISSUED BY UTAH COUNTY.
3. A FIREWORK PERMIT ISSUED BY OREM FIRE, WITH THE CONTINGENCY OF WIND RATINGS BEING BELOW 15 MPH FOR THE FIREWORK SHOW TO MOVE FORWARD.
4. UTAH COUNTY SHERIFF'S OFFICE SUPPLEMENTAL LAW ENFORCEMENT AGREEMENT. CONTRACTING 4 TOTAL SHERIFFS FOR SECURITY AND FIREWORK MONITORING. AND TO WAIVE THE RENTAL FEES WITH AN ADDITIONAL STIPULATION TO USE SPONSOR NAMES THAT PROMOTED OUR EVENTS BEFORE.

Mayor Fullmer explained that when they said they were waving the fees it was because they had sponsors that filled the requirement.

COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.2 DISCUSSION AND ACTION – Special Event Permit for Utah Mama Latina

Development Services Technician Anna Nelson will present a special event permit for a Latino Festival to be held on August 13, 2022 at Vineyard Grove Park. The mayor and City Council will take appropriate action.

(This item took place before 6.1)

 Mayor Fullmer turned the time over to Ms. Nelson who mentioned that the applicants were requesting a fee waiver.

 Residents Dennissa Valdivieso and Stefanie Valdivieso introduced themselves, reviewed their past events in other cities, and showed a video clip from one of their events. Ms. Dennissa Valdivieso said that they would like to keep traditions alive and would like to host their events in Vineyard.

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

 **Motion:** COUNCILMEMBER FLAKE MOVED THAT THEY PURSUE THIS ACTIVITY AND GRANT FEE WAIVERS. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.3 **DISCUSSION AND ACTION – Amending Municipal Code Title 13 Community Development and Public Facilities (Ordinance 2022-07)**

Communications Manager Kathryn Newman will present an amendment to the Vineyard Municipal Code Title 13 Community Development and Public Facilities; adding Chapter 13.16 City Library. The mayor and City Council will act to adopt (or deny) this request by ordinance.

 Ms. Newman explained that there was a process the city had to go through to receive state certification for a full library. She said that next step was to establish a library board.

 Mayor Fullmer said that this had been a community-driven project and thanked everyone for their efforts. She called for questions or a motion.

 Councilmember Welsh asked about the timeline for the installation of the library board. Mayor Fullmer replied that the board would not put in place immediately and that there were steps the city had to go through.

 Ms. Newman thank Mr. Blakesley for his time on creating the ordinance.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT ORDINANCE 2022-07, ADDING CHAPTER 13.16 PUBLIC LIBRARY, AS PRESENTED. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.4 **DISCUSSION AND ACTION – Amending Municipal Code Chapter 5.14 Itinerant Merchants (Ordinance 2022-08)**

Business License Administrator Kelly Kloefer will present an amendment to the Municipal Code Chapter 5.14 Itinerant Merchants requiring certain temporary businesses, such as fireworks stands, snow shacks, Christmas tree lots, and produce stands, to provide proof of insurance and to pay a deposit to ensure cleanup of the site. The mayor and City Council will act to adopt (or deny) this request by ordinance.

 Ms. Spencer gave a brief overview of the amendment.

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

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT ORDINANCE 2022-08, AMENDING CHAPTER 5.14 ITINERANT MERCHANTS, AS PRESENTED. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.5 DISCUSSION AND ACTION – Personnel Policies and Procedures Manual (Resolution 2022-22)

City Manager Ezra Nair will present a recommended change to the Personnel Policies and Procedures Manual. The mayor and City Council will act to adopt (or deny) this request by resolution.

 Mr. Nair explained that the mayor had requested to change the grievance policy back to mayor or designee. Mayor Fullmer explained that grievances were still coming to her instead of the council. There was a discussion about the chain of command for the grievance procedure.

 Mayor Fullmer called for a motion.

 **Motion:** MAYOR FULLMER MOVED TO ADOPT RESOLUTION 2022-22 AMENDING THE PERSONNEL POLICIES AND PROCEDURES MANUAL BACK TO ORIGINAL MAYOR OR DESIGNEE. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN,

There was a brief discussion about the motion.

SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

10. CLOSED SESSION

No closed session was held.

11. ADJOURNMENT

 Mayor Fullmer called for a motion to adjourn

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 9:25 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED ON: _____

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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 29, 2022

Agenda Item: 6.2 ILA with Utah County Regarding Election Ballot Drop Boxes

Department: Recorder

Presenter: Pamela Spencer

Background/Discussion:

House Bill 313 was recently passed during the legislative session that requires every municipality to have a drop box and to maintain 24/7 camera footage. This legislation takes effect for the 2022 primary election. The Utah County's Election Office was willing to reimburse the city for the purchase of the camera. The city is required to install the camera and house the surveillance footage. With the change in legislation, it has become necessary to enter into an interlocal agreement with Utah County for the use and maintenance of the drop box, camera, and surveillance footage. The Election Ballot drop box was installed a few years ago and the camera was installed a few weeks ago.

Fiscal Impact:

Cost to Install camera (installation is complete)

Recommendation:

Staff recommends entering into an interlocal agreement with Utah County regarding election ballot drop boxes.

Sample Motion:

I move to adopt resolution 2022-24; Interlocal Cooperative Agreement Between Utah County and Vineyard Regarding Election Ballot Drop Boxes, agreement #2022-22, as presented.

Attachments:

Resolution 2022-24

ILA

Exhibit A

RESOLUTION NO. 2022-24

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

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

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with Utah County regarding election ballot drop boxes.

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

1. The Vineyard City Council authorizes the Mayor to sign the agreement titled Interlocal Cooperative Agreement Between Utah County and Vineyard Regarding Election Ballot Drop Boxes, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 29th day of June 2022.

Mayor

Attest:

Recorder

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND VINEYARD
REGARDING ELECTION BALLOT DROP BOXES**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Vineyard, a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITY, in an effort to effectively and efficiently administer elections, desire to provide voters within Utah County and CITY a convenient ballot drop box as an option for the voters to submit ballots during elections; and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to provide for the election ballot drop box.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of

the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the cooperation agreement is terminated but is no longer than 50 years from the date this agreement is effective. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk/Auditor Elections Division, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. Except as specifically provided for herein, the parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties to provide voters within Utah County and CITY a convenient election ballot drop box as an option for voters to submit ballots during elections.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the provision of an election ballot drop box(es).

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of section one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other party. Should the Agreement be terminated prior to the end of the stated term, the Parties agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

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

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Signed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County and with the official keeper of records of CITY and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the

parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of this Agreement or the application thereof shall to any extent and for any reason be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

-- Signature Page to Follow --

Interlocal Cooperation Agreement – Election Ballot Drop Boxes

UTAH COUNTY

Authorized by Resolution No. 2022 - ____, authorized and passed on the ____ day of
____ 2022.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
Thomas K. Sakievich, Chair

ATTEST: Joshua Daniels
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF UTAH:
DAVID O. LEAVITT, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No. ____, authorized and passed on the ____ day of
____ 2022.

By: _____
Office:

ATTEST:

By: _____
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF UTAH
CITY Attorney

By: _____

Exhibit A

Ballot Drop Box

In order to accomplish the Parties' common obligation to administer elections (general and municipal) in compliance with Utah law, the Parties agree to provide the following services in relation to utilizing a ballot drop box: Services CITY will provide include, but are not limited to:

- Permanently secure the ballot drop box(es) (bolted in concrete) in a location approved by both City and the election division of the County Clerk's Office.
- If City desires to relocate a ballot drop box, City will obtain the approval of the election division of the County Clerks Office for the new location and secure it as provided above.
- Access ballots from the drop box(es) only as authorized by the election division of the County Clerk's Office.
- If City accesses election ballots from the drop box, after receiving authorization as provided above, ensure there are 2 people engaged in administering the duties associated with the election ballots.
- Provide 24-hour video surveillance of each ballot drop box and retain all recordings in compliance with CITY policy and any applicable retention schedule.
- Post and maintain a sign on or near each ballot drop box indicating that the ballot drop box is under 24-hour video surveillance.
- Provide County with the surveillance recording upon request.

Services the County will provide include, but are not limited to:

- Purchase and maintain ownership of the ballot drop box(es).
- Inspect, clean and maintain the ballot drop box(es) regularly.
- Provide reasonable authorization and access to City to use the ballot drop box(es) for official and reasonable purposes.
- Provide CITY with one video surveillance camera that is mutually acceptable to the parties.
- Provide CITY with one sign per ballot drop box in CITY that is to be posted on or near each ballot drop box indicating that the ballot drop box is under 24-hour video surveillance.



VINEYARD CITY COUNCIL REPORT

Meeting Date: 6-29-2022

Agenda Item: 6.3 Water Distribution Pipeline Project Phase 1 Bid Award

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

Staff is working with Hansen, Alan & Luce Engineers (HAL) and JUB Engineers on the design of the city water tank and pipeline improvements. We have completed our bidding process for the Phase 1 Water Distribution Pipeline. This phase of the project will complete the distribution pipeline network from the water tank and booster pump station to the CUWCD water source connections on 1600 North and 800 North. We pre-qualified 7 contractors to bid on the project and received 4 bids. Bids were received for several options that included material types and additive options. Staff proposes to award this project based on the Bid Option 2 Additive to the low bidder, Landmark Excavation, with a 10% contingency to cover any supplemental work or unforeseen change orders to the project. Also proposed with this contract is a time and material provision to allow for the adjustments to cost of materials, not to exceed the designated amount, to account for the unknowns of the market. This was intended to help reduce bid inflation and will also benefit the city if the material costs decrease. The funding for this project will come from RDA, grant funds, and a proposed water revenue bond.

Fiscal Impact:

Dry Creek Structures	\$ 12,115,466.00
Contingency (10%)	\$ 1,211,546.00
Time and Material Provisions	\$ 1,050,000.00
Total	\$ 14,377,012.00

Recommendation:

Motion to Approve

Sample Motion:

I move to award the Vineyard City Phase 1 Water Distribution Pipeline project to Landmark Excavation, approve the proposed budget, and allow staff to execute the project contract with the contractor; Resolution 2022-25.

Attachments:

Resolution 2022-25

Engineer's Recommendation of Award and Contractor Bid Summary

Notice Of Award

RESOLUTION 2022-25

A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO THE QUALIFIED BIDDER, LANDMARK EXCAVATION, FOR PHASE 1 OF THE CONSTRUCTION OF THE WATER DISTRIBUTION PIPELINE.

WHEREAS, Vineyard City has recently determined the need for the construction of the Water Distribution Pipeline; and

WHEREAS, the City has issued a Request for Proposals and now desires to award the bid; and

WHEREAS, after consideration of all bids filed, and attached hereto as Exhibit A and incorporated herein by reference, it was determined that Landmark Excavating is the best bidder for the Water Distribution Pipeline Project.

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

Section 1. The bid be awarded to Landmark Excavating for the construction of Phase 1 of the Water Distribution Pipeline Project and that the contract for the construction of same is now awarded to said contractor in the total amount of \$14,377,012.00.

Section 2. That city staff are hereby authorized and directed to execute the contract with the contractor for Phase 1 of the Water Distribution Pipeline Project.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 29th day of June 2022.

Mayor

Attest:

City Recorder

June 16, 2022

Chris Wilson, Public Works Director
Vineyard City
125 South Main Street
Vineyard, Utah 84059

RE: Vineyard City Phase 1 Water Distribution Pipeline Recommendation of Award

Dear Chris,

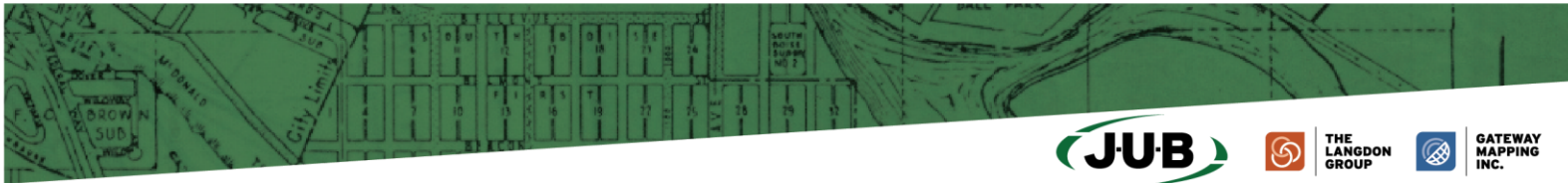
We have tabulated the bids opened on Thursday, June 9, 2022 at 2:00 p.m. for the above project. We had four bidders submit bids. All of the bids read at the bid opening were the same as that resulted from the bid tabulation. The bid tabulation is attached.

After discussing the bids, City staff favored bid option "2 Add" for the following reasons:

1. It includes ductile iron rather than PVC for large diameter pipes, which is significantly less expensive (by more than \$1,100,000) and preferred for large diameter pipes.
2. It includes HDPE rather than ductile iron for piping under the railroad and highway crossings, which is preferred, though more expensive (by about \$100,000).
3. It includes the additive options, which were considered worth the additional cost (less than \$100,000).
4. It does not include the deduction offered by the low bidder for three additional months of contract time (\$5,000), since it is less than the cost of additional construction contract administration.

The low bidder for option "2 Add" is Landmark Excavation, Inc. at \$12,115,466.00. Our Opinion of Construction Cost for the project was \$14,004,037.00. Their bid is \$1,888,571 (13.49%) lower than the Opinion. The contract documents include a materials price contingency pay item with a cap of \$1,050,000.00. The total of the Landmark Excavation, Inc. bid and the materials price contingency pay item is \$13,165,466.00, which would be the contract amount.

Landmark Excavation, Inc. has successfully completed projects for Vineyard City in the past. We recommend that the City accept their bid and award them the project.



We have prepared the Notice of Award and attached it to this letter. If the City Council awards the Contract, please have the Notice of Award signed and return an electronic copy to us.

Please let us know of the Council's decision and we will proceed in accordance with the direction given.

We are happy to answer any questions you may have.

Sincerely,

Michael J. Cope, P.E.
Project Engineer
J-U-B ENGINEERS, Inc.

Enclosures

Cc Landmark Excavation, Inc.

Vineyard City Phase 1 Water Distribution Pipeline

Bid Tabulation

\$10.00	bid unit price
\$3.50	statistical extreme outlier

UNIT PRICE SCHEDULE

Item #	Description	Unit	Quantity
General Items			
1	Mobilization	LS	1
2	Traffic Control	LS	1
3	Storm Water Pollution Prevention	LS	1
4	Quality Control, Material Testing, and Construction Staking	LS	1
5	Dewatering	LS	1
Pipe, Valves, Fittings, & Appurtenances			
6	Furnish and Install 1.5" HDPE Conduit	LF	37,062
7	Furnish and Install 36" RCP Storm Drain Pipe	LF	1,307
8	Furnish and Install 6" C-900 PVC Pipe	LF	331
9	Furnish and Install 8" C-900 PVC Pipe	LF	311
10	Furnish and Install 12" C-900 PVC Pipe	LF	2,963
11	Furnish and Install 16" C-900 PVC Pipe	LF	1,268
12	Furnish and Install 18" C-900 PVC Pipe	LF	2,563
13A	Furnish and Install 24" C-900 PVC Pipe	LF	10,068
13B	Furnish and Install 24" Ductile Iron Pipe	LF	10,068
14A	Furnish and Install 30" C-900 PVC Pipe	LF	2,319
14B	Furnish and Install 30" Ductile Iron Pipe	LF	2,319
15A	Furnish and Install 36" C-900 PVC Pipe	LF	1,226
15B	Furnish and Install 36" Ductile Iron Pipe	LF	1,226
16	Furnish and Install 6" Gate Valve	EA	40
17	Furnish and Install 8" Gate Valve	EA	17
18	Furnish and Install 12" Butterfly Valve	EA	29
19	Furnish and Install 16" Butterfly Valve	EA	8
20	Furnish and Install 18" Butterfly Valve	EA	3
21	Furnish and Install 24" Double Offset Butterfly Valve	EA	19
22	Furnish and Install 30" Double Offset Butterfly Valve	EA	4
23	Furnish and Install 36" Double Offset Butterfly Valve	EA	3
24	Furnish and Install Air Release Assembly	EA	6
25	Furnish and Install 8" Ductile Iron Hot Tapping Sleeve and Valve	EA	1
26	Furnish and Install 12" Ductile Iron Hot Tapping Sleeve and Valve	EA	1
27	Furnish and Install 8" Ductile Iron Tee	EA	1
28	Furnish and Install 12"x6" Ductile Iron Tee	EA	6
29	Furnish and Install 12"x8" Ductile Iron Tee	EA	5
30	Furnish and Install 12" Ductile Iron Tee	EA	1
31	Furnish and Install 16"x6" Ductile Iron Tee	EA	3
32	Furnish and Install 16"x8" Ductile Iron Tee	EA	2
33	Furnish and Install 18"x6" Ductile Iron Tee	EA	6
34	Furnish and Install 18"x12" Ductile Iron Tee	EA	1

Engineer's Opinion	
Unit Price	Cost
\$601,400.00	\$601,400.00
\$180,400.00	\$180,400.00
\$50,000.00	\$50,000.00
\$160,100.00	\$160,100.00
\$120,300.00	\$120,300.00
\$2.00	\$74,124.00
\$300.00	\$392,100.00
\$210.00	\$69,510.00
\$240.00	\$74,640.00
\$265.00	\$785,195.00
\$290.00	\$367,720.00
\$300.00	\$768,900.00
\$325.00	\$3,272,100.00
\$270.00	\$2,718,360.00
\$420.00	\$973,980.00
\$350.00	\$811,650.00
\$660.00	\$809,160.00
\$550.00	\$674,300.00
\$2,200.00	\$88,000.00
\$2,800.00	\$47,600.00
\$3,600.00	\$104,400.00
\$6,000.00	\$48,000.00
\$10,000.00	\$30,000.00
\$15,000.00	\$285,000.00
\$28,000.00	\$112,000.00
\$35,000.00	\$105,000.00
\$12,000.00	\$72,000.00
\$6,000.00	\$6,000.00
\$7,000.00	\$7,000.00
\$1,800.00	\$1,800.00
\$2,000.00	\$12,000.00
\$2,100.00	\$10,500.00
\$2,200.00	\$2,200.00
\$3,600.00	\$10,800.00
\$3,800.00	\$7,600.00
\$4,100.00	\$24,600.00
\$4,300.00	\$4,300.00

Landmark Excavating	
Unit Price	Cost
\$1,100,000.00	\$1,100,000.00
\$125,000.00	\$125,000.00
\$55,000.00	\$55,000.00
\$100,000.00	\$100,000.00
\$120,000.00	\$120,000.00
\$3.00	\$111,186.00
\$145.00	\$189,515.00
\$49.00	\$16,219.00
\$62.00	\$19,282.00
\$96.00	\$284,448.00
\$153.00	\$194,004.00
\$179.00	\$458,777.00
\$285.00	\$2,869,380.00
\$190.00	\$1,912,920.00
\$430.00	\$997,170.00
\$288.00	\$667,872.00
\$596.00	\$730,696.00
\$392.00	\$480,592.00
\$2,200.00	\$88,000.00
\$2,900.00	\$49,300.00
\$6,400.00	\$185,600.00
\$9,000.00	\$72,000.00
\$13,000.00	\$39,000.00
\$18,000.00	\$342,000.00
\$38,000.00	\$152,000.00
\$42,000.00	\$126,000.00
\$27,000.00	\$162,000.00
\$5,800.00	\$5,800.00
\$7,700.00	\$7,700.00
\$1,400.00	\$1,400.00
\$1,700.00	\$10,200.00
\$2,100.00	\$10,500.00
\$3,300.00	\$3,300.00
\$3,500.00	\$10,500.00
\$3,600.00	\$7,200.00
\$4,000.00	\$24,000.00
\$5,000.00	\$5,000.00

Vancon	
Unit Price	Cost
\$1,017,000.00	\$1,017,000.00
\$85,000.00	\$85,000.00
\$40,000.00	\$40,000.00
\$104,000.00	\$104,000.00
\$50,000.00	\$50,000.00
\$4.50	\$166,779.00
\$200.00	\$261,400.00
\$200.00	\$66,200.00
\$130.00	\$40,430.00
\$130.00	\$385,190.00
\$140.00	\$177,520.00
\$160.00	\$410,080.00
\$285.00	\$2,869,380.00
\$190.00	\$1,912,920.00
\$435.00	\$1,008,765.00
\$259.00	\$600,621.00
\$618.00	\$757,668.00
\$344.00	\$421,744.00
\$2,600.00	\$104,000.00
\$3,300.00	\$56,100.00
\$4,300.00	\$124,700.00
\$7,300.00	\$58,400.00
\$8,800.00	\$26,400.00
\$14,000.00	\$266,000.00
\$25,000.00	\$100,000.00
\$44,000.00	\$132,000.00
\$53,000.00	\$318,000.00
\$9,000.00	\$9,000.00
\$11,500.00	\$11,500.00
\$2,500.00	\$2,500.00
\$2,800.00	\$16,800.00
\$3,600.00	\$18,000.00
\$3,500.00	\$3,500.00
\$4,100.00	\$12,300.00
\$4,900.00	\$9,800.00
\$5,000.00	\$30,000.00
\$6,900.00	\$6,900.00

Condie Construction	
Unit Price	Cost
\$1,130,000.00	\$1,130,000.00
\$220,000.00	\$220,000.00
\$52,000.00	\$52,000.00
\$160,620.00	\$160,620.00
\$174,500.00	\$174,500.00
\$4.45	\$164,925.90
\$174.00	\$227,418.00
\$61.00	\$20,191.00
\$94.00	\$29,234.00
\$117.50	\$348,152.50
\$140.50	\$178,154.00
\$165.00	\$422,895.00
\$268.70	\$2,705,271.60
\$160.50	\$1,615,914.00
\$407.90	\$945,920.10
\$259.00	\$600,621.00
\$600.45	\$736,151.70
\$357.75	\$438,601.50
\$2,320.00	\$92,800.00
\$2,905.00	\$49,385.00
\$4,800.00	\$139,200.00
\$8,215.00	\$65,720.00
\$10,205.00	\$30,615.00
\$17,085.00	\$324,615.00
\$35,230.00	\$140,920.00
\$39,745.00	\$119,235.00
\$52,635.00	\$315,810.00
\$7,670.00	\$7,670.00
\$9,825.00	\$9,825.00
\$1,260.00	\$1,260.00
\$1,825.00	\$10,950.00
\$2,565.00	\$12,825.00
\$3,385.00	\$3,385.00
\$3,850.00	\$11,550.00
\$6,280.00	\$12,560.00
\$4,395.00	\$26,370.00
\$5,515.00	\$5,515.00

COP Construction	
Unit Price	Cost
\$2,835,000.00	\$2,835,000.00
\$88,000.00	\$88,000.00
\$155,000.00	\$155,000.00
\$53,000.00	\$53,000.00
\$2,382,455.00	\$2,382,455.00
\$14.00	\$518,868.00
\$310.00	\$405,170.00
\$360.00	\$119,160.00
\$160.00	\$49,760.00
\$230.00	\$681,490.00
\$290.00	\$367,720.00
\$250.00	\$640,750.00
\$390.00	\$3,926,520.00
\$270.00	\$2,718,360.00
\$610.00	\$1,414,590.00
\$460.00	\$1,066,740.00
\$810.00	\$993,060.00
\$560.00	\$686,560.00
\$1,800.00	\$72,000.00
\$2,400.00	\$40,800.00
\$5,200.00	\$150,800.00
\$9,100.00	\$72,800.00
\$12,000.00	\$36,000.00
\$16,000.00	\$304,000.00
\$34,000.00	\$136,000.00
\$38,000.00	\$114,000.00
\$52,000.00	\$312,000.00
\$22,000.00	\$22,000.00
\$27,000.00	\$27,000.00
\$2,000.00	\$2,000.00
\$2,600.00	\$15,600.00
\$3,400.00	\$17,000.00
\$4,000.00	\$4,000.00
\$4,200.00	\$12,600.00
\$5,700.00	\$11,400.00
\$4,900.00	\$29,400.00
\$6,100.00	\$6,100.00

Vineyard City Phase 1 Water Distribution Pipeline
Bid Tabulation

\$10.00	bid unit price
\$3.50	statistical extreme outlier

UNIT PRICE SCHEDULE

Item #	Description	Unit	Quantity
35	Furnish and Install 24"x6" Ductile Iron Tee	EA	22
36	Furnish and Install 24"x8" Ductile Iron Tee	EA	3
37	Furnish and Install 24"x12" Ductile Iron Tee	EA	2
38	Furnish and Install 24"x18" Ductile Iron Tee	EA	1
39	Furnish and Install 24" Ductile Iron Tee	EA	2
40	Furnish and Install 30"x6" Ductile Iron Tee	EA	3
41	Furnish and Install 36"x12" Ductile Iron Tee	EA	1
42	Furnish and Install 36"x16" Ductile Iron Tee	EA	1
43	Furnish and Install 16" Ductile Iron Cross	EA	1
44	Furnish and Install 24"x12" Ductile Iron Cross	EA	1
45	Furnish and Install 24"x16" Ductile Iron Cross	EA	2
46	Furnish and Install 30"x16" Ductile Iron Cross	EA	2
47	Furnish and Install 36"x12" Ductile Iron Cross	EA	1
48	Furnish and Install 12"x6" Ductile Iron Reducer	EA	2
49	Furnish and Install 16"x6" Ductile Iron Reducer	EA	3
50	Furnish and Install 16"x8" Ductile Iron Reducer	EA	1
51	Furnish and Install 16"x12" Ductile Iron Reducer	EA	5
52	Furnish and Install 18"x16" Ductile Iron Reducer	EA	3
53	Furnish and Install 24"x12" Ductile Iron Reducer	EA	1
54	Furnish and Install 24"x12" Eccentric Ductile Iron Reducer	EA	2
55	Furnish and Install 30"x24" Ductile Iron Reducer	EA	1
56	Furnish and Install 36"x30" Ductile Iron Reducer	EA	1
57	Furnish and Install 8" 11.25° Ductile Iron Bend	EA	2
58	Furnish and Install 12" 11.25° Ductile Iron Bend	EA	10
59	Furnish and Install 18" 11.25° Ductile Iron Bend	EA	3
60	Furnish and Install 24" 11.25° Ductile Iron Bend	EA	17
61	Furnish and Install 12" 22.5° Ductile Iron Bend	EA	1
62	Furnish and Install 18" 22.5° Ductile Iron Bend	EA	2
63	Furnish and Install 24" 22.5° Ductile Iron Bend	EA	8
64	Furnish and Install 6" 45° Ductile Iron Bend	EA	12
65	Furnish and Install 8" 45° Ductile Iron Bend	EA	20
66	Furnish and Install 12" 45° Ductile Iron Bend	EA	12
67	Furnish and Install 16" 45° Ductile Iron Bend	EA	6
68	Furnish and Install 18" 45° Ductile Iron Bend	EA	4
69	Furnish and Install 24" 45° Ductile Iron Bend	EA	20
70	Furnish and Install 36" 90° Ductile Iron Bend	EA	2
71	Furnish and Install 12" Ductile Iron Cap or Plug	EA	3
72	Furnish and Install 16" Ductile Iron Cap or Plug	EA	1
73	Furnish and Install 12" Ductile Iron Blind Flange	EA	1
74	Furnish and Install 6" Ductile Iron Coupling	EA	6

Engineer's Opinion	
Unit Price	Cost
\$4,400.00	\$96,800.00
\$4,500.00	\$13,500.00
\$4,700.00	\$9,400.00
\$5,200.00	\$5,200.00
\$5,500.00	\$11,000.00
\$7,500.00	\$22,500.00
\$8,000.00	\$8,000.00
\$8,200.00	\$8,200.00
\$6,000.00	\$6,000.00
\$8,800.00	\$8,800.00
\$9,000.00	\$18,000.00
\$10,000.00	\$20,000.00
\$12,000.00	\$12,000.00
\$1,600.00	\$3,200.00
\$1,900.00	\$5,700.00
\$2,000.00	\$2,000.00
\$2,200.00	\$11,000.00
\$2,400.00	\$7,200.00
\$2,800.00	\$2,800.00
\$3,000.00	\$6,000.00
\$3,400.00	\$3,400.00
\$5,800.00	\$5,800.00
\$1,200.00	\$2,400.00
\$1,500.00	\$15,000.00
\$1,600.00	\$4,800.00
\$2,500.00	\$42,500.00
\$1,500.00	\$1,500.00
\$1,800.00	\$3,600.00
\$2,600.00	\$20,800.00
\$1,200.00	\$14,400.00
\$1,400.00	\$28,000.00
\$1,800.00	\$21,600.00
\$2,000.00	\$12,000.00
\$2,200.00	\$8,800.00
\$2,800.00	\$56,000.00
\$10,000.00	\$20,000.00
\$600.00	\$1,800.00
\$800.00	\$800.00
\$600.00	\$600.00
\$450.00	\$2,700.00

Landmark Excavating	
Unit Price	Cost
\$5,900.00	\$129,800.00
\$11,000.00	\$33,000.00
\$6,800.00	\$13,600.00
\$10,300.00	\$10,300.00
\$9,500.00	\$19,000.00
\$12,000.00	\$36,000.00
\$26,000.00	\$26,000.00
\$19,000.00	\$19,000.00
\$5,800.00	\$5,800.00
\$8,800.00	\$8,800.00
\$9,200.00	\$18,400.00
\$15,000.00	\$30,000.00
\$20,000.00	\$20,000.00
\$1,350.00	\$2,700.00
\$2,600.00	\$7,800.00
\$2,200.00	\$2,200.00
\$2,800.00	\$14,000.00
\$4,800.00	\$14,400.00
\$5,400.00	\$5,400.00
\$5,600.00	\$11,200.00
\$14,000.00	\$14,000.00
\$14,800.00	\$14,800.00
\$950.00	\$1,900.00
\$1,300.00	\$13,000.00
\$3,600.00	\$10,800.00
\$5,000.00	\$85,000.00
\$1,450.00	\$1,450.00
\$3,200.00	\$6,400.00
\$5,100.00	\$40,800.00
\$750.00	\$9,000.00
\$950.00	\$19,000.00
\$1,500.00	\$18,000.00
\$2,800.00	\$16,800.00
\$3,500.00	\$14,000.00
\$5,300.00	\$106,000.00
\$16,000.00	\$32,000.00
\$1,000.00	\$3,000.00
\$1,300.00	\$1,300.00
\$900.00	\$900.00
\$700.00	\$4,200.00

Vancon	
Unit Price	Cost
\$8,900.00	\$195,800.00
\$15,000.00	\$45,000.00
\$11,000.00	\$22,000.00
\$15,000.00	\$15,000.00
\$11,500.00	\$23,000.00
\$15,200.00	\$45,600.00
\$32,000.00	\$32,000.00
\$24,500.00	\$24,500.00
\$6,800.00	\$6,800.00
\$9,500.00	\$9,500.00
\$10,200.00	\$20,400.00
\$17,000.00	\$34,000.00
\$22,800.00	\$22,800.00
\$1,500.00	\$3,000.00
\$1,900.00	\$5,700.00
\$2,400.00	\$2,400.00
\$2,500.00	\$12,500.00
\$3,300.00	\$9,900.00
\$5,700.00	\$5,700.00
\$5,800.00	\$11,600.00
\$12,600.00	\$12,600.00
\$14,100.00	\$14,100.00
\$1,300.00	\$2,600.00
\$1,600.00	\$16,000.00
\$3,400.00	\$10,200.00
\$5,650.00	\$96,050.00
\$1,800.00	\$1,800.00
\$3,900.00	\$7,800.00
\$6,600.00	\$52,800.00
\$1,200.00	\$14,400.00
\$1,500.00	\$30,000.00
\$1,900.00	\$22,800.00
\$3,200.00	\$19,200.00
\$4,300.00	\$17,200.00
\$6,900.00	\$138,000.00
\$19,700.00	\$39,400.00
\$1,400.00	\$4,200.00
\$2,200.00	\$2,200.00
\$1,300.00	\$1,300.00
\$4,100.00	\$24,600.00

Condie Construction	
Unit Price	Cost
\$8,165.00	\$179,630.00
\$7,340.00	\$22,020.00
\$8,100.00	\$16,200.00
\$11,730.00	\$11,730.00
\$11,040.00	\$22,080.00
\$13,250.00	\$39,750.00
\$24,415.00	\$24,415.00
\$24,530.00	\$24,530.00
\$9,690.00	\$9,690.00
\$21,340.00	\$21,340.00
\$15,150.00	\$30,300.00
\$22,100.00	\$44,200.00
\$26,935.00	\$26,935.00
\$1,275.00	\$2,550.00
\$2,165.00	\$6,495.00
\$2,100.00	\$2,100.00
\$2,640.00	\$13,200.00
\$4,510.00	\$13,530.00
\$5,320.00	\$5,320.00
\$5,100.00	\$10,200.00
\$9,555.00	\$9,555.00
\$16,700.00	\$16,700.00
\$750.00	\$1,500.00
\$1,270.00	\$12,700.00
\$3,345.00	\$10,035.00
\$4,700.00	\$79,900.00
\$1,365.00	\$1,365.00
\$3,170.00	\$6,340.00
\$5,135.00	\$41,080.00
\$675.00	\$8,100.00
\$870.00	\$17,400.00
\$1,585.00	\$19,020.00
\$2,960.00	\$17,760.00
\$3,815.00	\$15,260.00
\$5,975.00	\$119,500.00
\$20,545.00	\$41,090.00
\$1,260.00	\$3,780.00
\$2,150.00	\$2,150.00
\$1,420.00	\$1,420.00
\$1,065.00	\$6,390.00

COP Construction	
Unit Price	Cost
\$8,700.00	\$191,400.00
\$8,000.00	\$24,000.00
\$8,500.00	\$17,000.00
\$11,000.00	\$11,000.00
\$11,000.00	\$22,000.00
\$14,000.00	\$42,000.00
\$23,000.00	\$23,000.00
\$23,000.00	\$23,000.00
\$5,600.00	\$5,600.00
\$17,000.00	\$17,000.00
\$11,000.00	\$22,000.00
\$17,000.00	\$34,000.00
\$27,000.00	\$27,000.00
\$2,300.00	\$4,600.00
\$3,000.00	\$9,000.00
\$2,800.00	\$2,800.00
\$4,100.00	\$20,500.00
\$5,700.00	\$17,100.00
\$6,900.00	\$6,900.00
\$6,600.00	\$13,200.00
\$13,000.00	\$13,000.00
\$18,000.00	\$18,000.00
\$1,300.00	\$2,600.00
\$2,000.00	\$20,000.00
\$4,400.00	\$13,200.00
\$6,600.00	\$112,200.00
\$2,400.00	\$2,400.00
\$4,600.00	\$9,200.00
\$6,800.00	\$54,400.00
\$1,200.00	\$14,400.00
\$1,300.00	\$26,000.00
\$2,300.00	\$27,600.00
\$4,100.00	\$24,600.00
\$4,700.00	\$18,800.00
\$7,000.00	\$140,000.00
\$23,000.00	\$46,000.00
\$1,600.00	\$4,800.00
\$2,300.00	\$2,300.00
\$1,700.00	\$1,700.00
\$1,600.00	\$9,600.00

Vineyard City Phase 1 Water Distribution Pipeline
Bid Tabulation

\$10.00	bid unit price
\$3.50	statistical extreme outlier

UNIT PRICE SCHEDULE

Item #	Description	Unit	Quantity
75	Furnish and Install 8" Ductile Iron Coupling	EA	15
76	Furnish and Install 12" Ductile Iron Coupling	EA	11
77	Furnish and Install 16" Ductile Iron Coupling	EA	1
78	Furnish and Install 24" Ductile Iron Coupling	EA	1
79	Furnish and Install 36" Ductile Iron Coupling	EA	1
80	Furnish and Install 36" 200 psi Ductile Iron Mechanical Thrust Restraint (from station 10+00 at tank site to station 15+26)	EA	27
81	Furnish and Install Conduit Junction Box	EA	31
82	Furnish and Install 72" Square Storm Drain Junction Box	EA	2
83	Furnish and Install 96" Square Storm Drain Junction Box	EA	5
84	Furnish and Install Fire Hydrant	EA	38
85	Connect to CUWCD Water System	EA	1
86	Furnish and Install Temp Blowoff	EA	1
Railroad & Highway Crossings			
87A	Furnish and Install 36" Steel Casing and 24" Ductile Iron Pipe by Means of Jacking and Boring Underneath UTA, UPRR, and UDOT Right-of-Way (1600 North and Vineyard Connector/Mill Road)	LS	1
87B	Furnish and Install 36" Steel Casing and 30" HDPE Pipe by Means of Jacking and Boring Underneath UTA, UPRR, and UDOT Right-of-Way (1600 North and Vineyard Connector/Mill Road)	LS	1
87C	Payment of Specific UTA, UPRR, and RailPros Fees Associated with Construction Activities for the Railroad Crossing at 1600 North	LS	1
88A	Furnish and Install 36" Steel Casing and 24" Ductile Iron Pipe through Existing Utility Tunnel Underneath UTA and UPRR Right-of-Way	LS	1
88B	Furnish and Install 36" Steel Casing and 30" HDPE Pipe through Existing Utility Tunnel Underneath UTA and UPRR Right-of-Way	LS	1
88C	Payment of Specific UTA, UPRR, and RailPros Fees Associated with Construction Activities for the Railroad Crossing through the Exisiting Utility Tunnel at Vineyard Connector	LS	1
89	Furnish and Install 24" Steel Casing and 18" HDPE Pipe by Means of Open Trench Underneath UDOT Right-of-Way (Vineyard Connector at station 45+45)	LS	1
Remove & Abandon			
90	Remove and Dispose of Existing 10" Waterline	LF	1,400
91	Remove and Dispose of Existing 12" Waterline	LF	7,500
92	Remove and Salvage Existing Fire Hydrant	EA	1
93	Abandon Existing Pipe	LS	1

Engineer's Opinion	
Unit Price	Cost
\$600.00	\$9,000.00
\$900.00	\$9,900.00
\$1,200.00	\$1,200.00
\$2,000.00	\$2,000.00
\$3,600.00	\$3,600.00
\$5,000.00	\$135,000.00
\$525.00	\$16,275.00
\$7,600.00	\$15,200.00
\$9,600.00	\$48,000.00
\$5,000.00	\$190,000.00
\$3,500.00	\$3,500.00
\$1,500.00	\$1,500.00
\$575,000.00	\$575,000.00
\$700,000.00	\$700,000.00
\$400,000.00	\$400,000.00
\$180,000.00	\$180,000.00
\$215,000.00	\$215,000.00
\$400,000.00	\$400,000.00
\$150,000.00	\$150,000.00
\$10.00	\$14,000.00
\$10.00	\$75,000.00
\$1,000.00	\$1,000.00
\$15,000.00	\$15,000.00

Landmark Excavating	
Unit Price	Cost
\$900.00	\$13,500.00
\$1,200.00	\$13,200.00
\$2,500.00	\$2,500.00
\$4,500.00	\$4,500.00
\$11,000.00	\$11,000.00
\$3,950.00	\$106,650.00
\$1,000.00	\$31,000.00
\$9,300.00	\$18,600.00
\$15,000.00	\$75,000.00
\$7,200.00	\$273,600.00
\$18,000.00	\$18,000.00
\$10,000.00	\$10,000.00
\$465,000.00	\$465,000.00
\$550,000.00	\$550,000.00
\$120,000.00	\$120,000.00
\$468,000.00	\$468,000.00
\$512,000.00	\$512,000.00
\$85,000.00	\$85,000.00
\$110,000.00	\$110,000.00
\$11.00	\$15,400.00
\$12.00	\$90,000.00
\$1,800.00	\$1,800.00
\$41,000.00	\$41,000.00

Vancon	
Unit Price	Cost
\$4,300.00	\$64,500.00
\$4,700.00	\$51,700.00
\$5,800.00	\$5,800.00
\$9,000.00	\$9,000.00
\$18,000.00	\$18,000.00
\$7,200.00	\$194,400.00
\$1,800.00	\$55,800.00
\$14,000.00	\$28,000.00
\$17,000.00	\$85,000.00
\$5,200.00	\$197,600.00
\$10,000.00	\$10,000.00
\$6,500.00	\$6,500.00
\$585,000.00	\$585,000.00
\$650,000.00	\$650,000.00
\$97,500.00	\$97,500.00
\$317,000.00	\$317,000.00
\$437,000.00	\$437,000.00
\$97,500.00	\$97,500.00
\$119,000.00	\$119,000.00
\$10.00	\$14,000.00
\$10.00	\$75,000.00
\$2,100.00	\$2,100.00
\$10,500.00	\$10,500.00

Condie Construction	
Unit Price	Cost
\$1,950.00	\$29,250.00
\$3,020.00	\$33,220.00
\$4,545.00	\$4,545.00
\$8,840.00	\$8,840.00
\$16,850.00	\$16,850.00
\$3,820.00	\$103,140.00
\$2,595.00	\$80,445.00
\$17,170.00	\$34,340.00
\$22,550.00	\$112,750.00
\$5,285.00	\$200,830.00
\$17,630.00	\$17,630.00
\$8,700.00	\$8,700.00
\$525,375.00	\$525,375.00
\$582,530.00	\$582,530.00
\$146,224.00	\$146,224.00
\$453,840.00	\$453,840.00
\$504,500.00	\$504,500.00
\$118,370.00	\$118,370.00
\$116,470.00	\$116,470.00
\$10.00	\$14,000.00
\$10.50	\$78,750.00
\$820.00	\$820.00
\$27,900.00	\$27,900.00

COP Construction	
Unit Price	Cost
\$1,200.00	\$18,000.00
\$3,300.00	\$36,300.00
\$8,200.00	\$8,200.00
\$11,000.00	\$11,000.00
\$19,000.00	\$19,000.00
\$18,000.00	\$486,000.00
\$2,500.00	\$77,500.00
\$22,000.00	\$44,000.00
\$23,000.00	\$115,000.00
\$9,300.00	\$353,400.00
\$24,000.00	\$24,000.00
\$9,500.00	\$9,500.00
\$292,000.00	\$292,000.00
\$338,000.00	\$338,000.00
\$164,000.00	\$164,000.00
\$466,000.00	\$466,000.00
\$421,000.00	\$421,000.00
\$270,000.00	\$270,000.00
\$192,000.00	\$192,000.00
\$28.00	\$39,200.00
\$1.40	\$10,500.00
\$5,200.00	\$5,200.00
\$28,000.00	\$28,000.00

Vineyard City Phase 1 Water Distribution Pipeline
Bid Tabulation

\$10.00	bid unit price
\$3.50	statistical extreme outlier

UNIT PRICE SCHEDULE

Item #	Description	Unit	Quantity
94	Remove and Dispose of Existing PRV Vault	LS	1
95	Remove and Dispose of Existing Meter Vault	LS	1
96	Remove and Dispose of Existing Check Valve Vault	LS	1
97	Remove and Dispose of Existing Concrete Sidewalk	SF	496
98	Remove and Dispose of Existing Concrete Driveway Approach	SF	36
99	Remove and Dispose of Existing Concrete Curb & Gutter	LF	66
100	Remove and Dispose of Existing Asphalt	SF	47,000
Cathodic Protection			
101A	Furnish and Install Sacrificial Anode Cathodic Protection System on Ductile Iron Valves, Fittings, & Appurtenances	EA	247
101B	Furnish and Install Sacrificial Anode Cathodic Protection System on Ductile Iron Pipe Railroad & Highway Crossings (1600 North, tunnel at Vineyard Connector, Vineyard Connector/Mill Road)	LF	542
101C	Furnish and Install Impressed Current Cathodic Protection System on Ductile Iron Pipe (from station 10+00 at tank site to station 90+00 near Main Street)	LS	1
101D	Furnish and Install Sacrificial Anode Cathodic Protection System on Ductile Iron Pipe (1600 North tank supply line from station 10+00 to station 13+53, and east of station 90+00 near Main Street), Excluding Railroad & Highway Crossings	LF	5,611
101E	Furnish and Install Sacrificial Anode Cathodic Protection System on Ductile Iron Valves, Fittings, & Appurtenances (parallel to railroad from Vineyard Connector to 400 North, along 400 North from railroad to Mill Road, along Mill Road from 400 North to Center Street)	EA	152
Landscape & Surface Restoration			
102	Landscape Surface Restoration (intersection of Main Street and Vineyard Connector, Mill Road, and intersection of Mill Road and Center Street)	LS	1
103	Landscape Sod Restoration	SF	7,690
104	Salvage and Reinstall Decorative Fence (at Emery Lane & Vineyard Connector and at intersection of Main Street & Vineyard Connector)	LF	104
105	Salvage and Reinstall Wire Fence (at concrete headwall for storm drain pipe)	LF	20
106	Salvage and Reinstall Guardrail	LF	48
107	Furnish and Install Temporary 6' Chain Link Construction Fence (from station 91+50 to 106+25)	LF	1,687
Imported Soil Materials			

Engineer's Opinion	
Unit Price	Cost
\$5,000.00	\$5,000.00
\$5,000.00	\$5,000.00
\$5,000.00	\$5,000.00
\$5.00	\$2,480.00
\$5.00	\$180.00
\$15.00	\$990.00
\$8.00	\$376,000.00
\$900.00	\$222,300.00
\$31.00	\$16,802.00
\$88,500.00	\$88,500.00
\$13.00	\$72,943.00
\$900.00	\$136,800.00
\$8,000.00	\$8,000.00
\$2.00	\$15,380.00
\$100.00	\$10,400.00
\$75.00	\$1,500.00
\$100.00	\$4,800.00
\$25.00	\$42,175.00

Landmark Excavating	
Unit Price	Cost
\$4,400.00	\$4,400.00
\$4,400.00	\$4,400.00
\$4,400.00	\$4,400.00
\$1.25	\$620.00
\$3.00	\$108.00
\$20.00	\$1,320.00
\$1.50	\$70,500.00
\$1,100.00	\$271,700.00
\$45.00	\$24,390.00
\$355,000.00	\$355,000.00
\$30.00	\$168,330.00
\$1,100.00	\$167,200.00
\$75,000.00	\$75,000.00
\$8.00	\$61,520.00
\$25.00	\$2,600.00
\$8.00	\$160.00
\$100.00	\$4,800.00
\$6.00	\$10,122.00

Vancon	
Unit Price	Cost
\$11,000.00	\$11,000.00
\$12,000.00	\$12,000.00
\$11,000.00	\$11,000.00
\$3.50	\$1,736.00
\$15.00	\$540.00
\$12.00	\$792.00
\$0.50	\$23,500.00
\$475.00	\$117,325.00
\$33.00	\$17,886.00
\$590,000.00	\$590,000.00
\$35.00	\$196,385.00
\$450.00	\$68,400.00
\$15,000.00	\$15,000.00
\$5.00	\$38,450.00
\$450.00	\$46,800.00
\$60.00	\$1,200.00
\$115.00	\$5,520.00
\$16.00	\$26,992.00

Condie Construction	
Unit Price	Cost
\$5,350.00	\$5,350.00
\$5,350.00	\$5,350.00
\$5,350.00	\$5,350.00
\$3.80	\$1,884.80
\$20.00	\$720.00
\$45.00	\$2,970.00
\$1.20	\$56,400.00
\$855.00	\$211,185.00
\$88.00	\$47,696.00
\$163,135.00	\$163,135.00
\$57.40	\$322,071.40
\$602.00	\$91,504.00
\$38,280.00	\$38,280.00
\$5.60	\$43,064.00
\$280.00	\$29,120.00
\$28.00	\$560.00
\$280.00	\$13,440.00
\$5.60	\$9,447.20

COP Construction	
Unit Price	Cost
\$24,000.00	\$24,000.00
\$24,000.00	\$24,000.00
\$24,000.00	\$24,000.00
\$27.00	\$13,392.00
\$170.00	\$6,120.00
\$120.00	\$7,920.00
\$1.70	\$79,900.00
\$390.00	\$96,330.00
\$150.00	\$81,300.00
\$29,000.00	\$29,000.00
\$10.00	\$56,110.00
\$190.00	\$28,880.00
\$106,000.00	\$106,000.00
\$3.50	\$26,915.00
\$81.00	\$8,424.00
\$220.00	\$4,400.00
\$180.00	\$8,640.00
\$13.00	\$21,931.00

Vineyard City Phase 1 Water Distribution Pipeline

Bid Tabulation

\$10.00	bid unit price
\$3.50	statistical extreme outlier

UNIT PRICE SCHEDULE

Item #	Description	Unit	Quantity
108	Furnish, Place, and Compact Pipe Embedment Material	TON	21,700
109	Furnish, Place, and Compact Final Backfill Material	TON	18,600
110	Furnish, Place, and Compact Earth Fill Material (Plan Quantity)	CY	1,700
111	Furnish, Place, and Compact Base Course Material (for asphalt, sidewalk, curb & gutter, and trail from station 48+25 to 60+61)	TON	2,300
Concrete & Asphalt			
112	Furnish and Install Concrete Wing Wall	LS	1
113	Furnish and Place Concrete Sidewalk	SF	496
114	Furnish and Place Concrete Driveway Approach	SF	36
115	Furnish and Place Concrete Curb & Gutter	LF	66
116	Furnish and Place Asphalt	TON	1,300
117	Furnish and Place Asphalt Joint Seal	TON	3
Pavement Striping & Marking			
118	Restore Pavement Striping	LF	2,470
119	Restore Pavement Marking	EA	3
Additive			
9Add	Furnish and Install 8" C-900 PVC Pipe	LF	198
10Add	Furnish and Install 12" C-900 PVC Pipe	LF	10
17Add	Furnish and Install 8" Gate Valve	EA	2
18Add	Furnish and Install 12" Butterfly Valve	EA	1
27Add	Furnish and Install 8" Ductile Iron Tee	EA	1
29Add	Furnish and Install 12"x8" Ductile Iron Tee	EA	1
75Add	Furnish and Install 8" Ductile Iron Coupling	EA	2
76Add	Furnish and Install 12" Ductile Iron Coupling	EA	2
93Add	Abandon Existing Pipe	LS	1
99Add	Remove and Dispose of Existing Concrete Curb & Gutter	LF	18
100Add	Remove and Dispose of Existing Asphalt	SF	2,000
108Add	Furnish, Place, and Compact Pipe Embedment Material	TON	100
109Add	Furnish, Place, and Compact Final Backfill Material	TON	100
111Add	Furnish, Place, and Compact Base Course Material (for asphalt, sidewalk, curb & gutter, and trail from station 48+25 to 60+61)	TON	100
115Add	Furnish and Place Concrete Curb & Gutter	LF	18
116Add	Furnish and Place Asphalt	TON	40
118Add	Restore Pavement Striping	LF	110
120Add	Furnish and Install 12" Butterfly Valve (near Mill Road and Geneva Road)	EA	2
121Add	Replace Water Service Connection	EA	1
122Add	Furnish and Install 8" Ductile Iron Cap or Plug	EA	4

Engineer's Opinion	
Unit Price	Cost
\$25.00	\$542,500.00
\$25.00	\$465,000.00
\$14.00	\$23,800.00
\$25.00	\$57,500.00
\$6,500.00	\$6,500.00
\$20.00	\$9,920.00
\$25.00	\$900.00
\$65.00	\$4,290.00
\$160.00	\$208,000.00
\$3,000.00	\$9,000.00
\$0.50	\$1,235.00
\$35.00	\$105.00
\$240.00	\$47,520.00
\$265.00	\$2,650.00
\$2,800.00	\$5,600.00
\$3,600.00	\$3,600.00
\$1,800.00	\$1,800.00
\$2,100.00	\$2,100.00
\$600.00	\$1,200.00
\$900.00	\$1,800.00
\$2,000.00	\$2,000.00
\$15.00	\$270.00
\$8.00	\$16,000.00
\$25.00	\$2,500.00
\$25.00	\$2,500.00
\$25.00	\$2,500.00
\$65.00	\$1,170.00
\$160.00	\$6,400.00
\$0.50	\$55.00
\$10,000.00	\$20,000.00
\$2,000.00	\$2,000.00
\$500.00	\$2,000.00

Landmark Excavating	
Unit Price	Cost
\$16.00	\$347,200.00
\$17.00	\$316,200.00
\$35.00	\$59,500.00
\$30.00	\$69,000.00
\$15,000.00	\$15,000.00
\$10.00	\$4,960.00
\$15.00	\$540.00
\$50.00	\$3,300.00
\$150.00	\$195,000.00
\$1,700.00	\$5,100.00
\$1.25	\$3,087.50
\$350.00	\$1,050.00
\$62.00	\$12,276.00
\$96.00	\$960.00
\$2,900.00	\$5,800.00
\$6,400.00	\$6,400.00
\$1,400.00	\$1,400.00
\$2,100.00	\$2,100.00
\$900.00	\$1,800.00
\$1,200.00	\$2,400.00
\$7,500.00	\$7,500.00
\$20.00	\$360.00
\$1.50	\$3,000.00
\$16.00	\$1,600.00
\$17.00	\$1,700.00
\$30.00	\$3,000.00
\$50.00	\$900.00
\$150.00	\$6,000.00
\$1.25	\$137.50
\$8,500.00	\$17,000.00
\$5,500.00	\$5,500.00
\$1,600.00	\$6,400.00

Vancor	
Unit Price	Cost
\$10.00	\$217,000.00
\$10.00	\$186,000.00
\$40.00	\$68,000.00
\$30.00	\$69,000.00
\$31,000.00	\$31,000.00
\$18.00	\$8,928.00
\$30.00	\$1,080.00
\$90.00	\$5,940.00
\$160.00	\$208,000.00
\$1,100.00	\$3,300.00
\$1.00	\$2,470.00
\$400.00	\$1,200.00
\$130.00	\$25,740.00
\$130.00	\$1,300.00
\$3,300.00	\$6,600.00
\$4,300.00	\$4,300.00
\$2,500.00	\$2,500.00
\$3,600.00	\$3,600.00
\$4,300.00	\$8,600.00
\$4,700.00	\$9,400.00
\$16,000.00	\$16,000.00
\$12.00	\$216.00
\$0.50	\$1,000.00
\$10.00	\$1,000.00
\$10.00	\$1,000.00
\$30.00	\$3,000.00
\$90.00	\$1,620.00
\$160.00	\$6,400.00
\$1.00	\$110.00
\$12,750.00	\$25,500.00
\$6,000.00	\$6,000.00
\$2,000.00	\$8,000.00

Condie Construction	
Unit Price	Cost
\$27.70	\$601,090.00
\$21.30	\$396,180.00
\$14.00	\$23,800.00
\$38.00	\$87,400.00
\$31,115.00	\$31,115.00
\$23.00	\$11,408.00
\$64.00	\$2,304.00
\$140.00	\$9,240.00
\$147.25	\$191,425.00
\$3,770.00	\$11,310.00
\$0.70	\$1,729.00
\$30.00	\$90.00
\$94.00	\$18,612.00
\$117.50	\$1,175.00
\$2,905.00	\$5,810.00
\$4,800.00	\$4,800.00
\$1,260.00	\$1,260.00
\$2,565.00	\$2,565.00
\$1,950.00	\$3,900.00
\$3,020.00	\$6,040.00
\$650.00	\$650.00
\$45.00	\$810.00
\$1.20	\$2,400.00
\$27.70	\$2,770.00
\$21.30	\$2,130.00
\$38.00	\$3,800.00
\$140.00	\$2,520.00
\$147.25	\$5,890.00
\$0.70	\$77.00
\$12,140.00	\$24,280.00
\$8,075.00	\$8,075.00
\$1,640.00	\$6,560.00

COP Construction	
Unit Price	Cost
\$25.00	\$542,500.00
\$25.00	\$465,000.00
\$27.00	\$45,900.00
\$53.00	\$121,900.00
\$66,000.00	\$66,000.00
\$11.00	\$5,456.00
\$100.00	\$3,600.00
\$65.00	\$4,290.00
\$130.00	\$169,000.00
\$3,500.00	\$10,500.00
\$1.50	\$3,705.00
\$300.00	\$900.00
\$160.00	\$31,680.00
\$230.00	\$2,300.00
\$2,400.00	\$4,800.00
\$5,200.00	\$5,200.00
\$2,000.00	\$2,000.00
\$3,400.00	\$3,400.00
\$1,200.00	\$2,400.00
\$3,300.00	\$6,600.00
\$35,000.00	\$35,000.00
\$120.00	\$2,160.00
\$1.70	\$3,400.00
\$25.00	\$2,500.00
\$25.00	\$2,500.00
\$53.00	\$5,300.00
\$65.00	\$1,170.00
\$130.00	\$5,200.00
\$1.50	\$165.00
\$20,000.00	\$40,000.00
\$9,000.00	\$9,000.00
\$2,000.00	\$8,000.00

Vineyard City Phase 1 Water Distribution Pipeline

Bid Tabulation

\$10.00	bid unit price
\$3.50	statistical extreme outlier

UNIT PRICE SCHEDULE

Item #	Description	Unit	Quantity
Reduction			
123Add	Reduction in Contract Price for Extending Substantial Completion Date for 400 North and Mill Road to September 30, 2023	LS	1

Engineer's Opinion	
Unit Price	Cost
\$350,000.00	\$350,000.00

Landmark Excavating	
Unit Price	Cost
\$5,000.00	\$5,000.00

Vancon	
Unit Price	Cost
\$0.00	\$0.00

Condie Construction	
Unit Price	Cost
\$0.00	\$0.00

COP Construction	
Unit Price	Cost
\$10,000.00	\$10,000.00

Description	
1	DI Option with DI Crossings (items 87A, 88A, 101B)
2	DI Option with HDPE Crossings (items 87B, 88B)
3	PVC Option with DI Crossings (items 87A, 88A, 101B)
4	PVC Option with HDPE Crossings (items 87B, 88B)
1 Add	DI Option with DI Crossings (items 87A, 88A, 101B) with Additive Items
2 Add	DI Option with HDPE Crossings (items 87B, 88B) with Additive Items
3 Add	PVC Option with DI Crossings (items 87A, 88A, 101B) with Additive Items
4 Add	PVC Option with HDPE Crossings (items 87B, 88B) with Additive Items
1 Reduce	DI Option with DI Crossings (items 87A, 88A, 101B) with Reduction
2 Reduce	DI Option with HDPE Crossings (items 87B, 88B) with Reduction
3 Reduce	PVC Option with DI Crossings (items 87A, 88A, 101B) with Reduction
4 Reduce	PVC Option with HDPE Crossings (items 87B, 88B) with Reduction
1 Add Reduce	DI Option with DI Crossings (items 87A, 88A, 101B) with Additive Items and Reduction
2 Add Reduce	DI Option with HDPE Crossings (items 87B, 88B) with Additive Items and Reduction
3 Add Reduce	PVC Option with DI Crossings (items 87A, 88A, 101B) with Additive Items and Reduction
4 Add Reduce	PVC Option with HDPE Crossings (items 87B, 88B) with Additive Items and Reduction

Total
\$13,737,174.00
\$13,880,372.00
\$14,648,961.00
\$14,792,159.00
\$13,860,839.00
\$14,004,037.00
\$14,772,626.00
\$14,915,824.00
\$13,387,174.00
\$13,530,372.00
\$14,298,961.00
\$14,442,159.00
\$13,510,839.00
\$13,654,037.00
\$14,422,626.00
\$14,565,824.00

Total
\$11,924,622.50
\$12,029,232.50
\$13,208,854.50
\$13,313,464.50
\$12,010,856.00
\$12,115,466.00
\$13,295,088.00
\$13,399,698.00
\$11,919,622.50
\$12,024,232.50
\$13,203,854.50
\$13,308,464.50
\$12,005,856.00
\$12,110,466.00
\$13,290,088.00
\$13,394,698.00

Total
\$12,032,253.00
\$12,199,367.00
\$13,063,721.00
\$13,230,835.00
\$12,164,139.00
\$12,331,253.00
\$13,195,607.00
\$13,362,721.00
\$12,032,253.00
\$12,199,367.00
\$13,063,721.00
\$13,230,835.00
\$12,164,139.00
\$12,331,253.00
\$13,195,607.00
\$13,362,721.00

Total
\$12,456,419.30
\$12,516,538.30
\$13,914,604.80
\$13,974,723.80
\$12,560,543.30
\$12,620,662.30
\$14,018,728.80
\$14,078,847.80
\$12,456,419.30
\$12,516,538.30
\$13,914,604.80
\$13,974,723.80
\$12,560,543.30
\$12,620,662.30
\$14,018,728.80
\$14,078,847.80

Total
\$19,905,916.00
\$19,825,616.00
\$21,779,646.00
\$21,699,346.00
\$20,078,691.00
\$19,998,391.00
\$21,952,421.00
\$21,872,121.00
\$19,895,916.00
\$19,815,616.00
\$21,769,646.00
\$21,689,346.00
\$20,068,691.00
\$19,988,391.00
\$21,942,421.00
\$21,862,121.00

Notice of Award

Dated:

Project: Vineyard City Phase 1 Water Distribution Pipeline	Owner: Vineyard City	Owner's Contract No.:
Contract:		Engineer's Project No.: 50-20-059
Bidder: Landmark Excavation, Inc.		
Bidder's Address: (send Certified Mail, Return Receipt Requested) 195 East 600 South, American Fork, UT 84003		

You are notified that your Bid dated 6/9/2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **Vineyard City Phase 1 Water Distribution Pipeline, with option "2 Add"**.

Description and Scope of Work: The Project includes the installation of 12-, 16-, and 18-inch DR-18 C-900 PVC pipe, and 24-, 30-, and 36-inch ductile iron pipe, valves, and appurtenances; installation of 36-inch steel casing by means of jacking and boring; installation of 36-inch RCP; construction of a concrete headwall and tunnel cap walls; crossing of UTA and UPRR railroad tracks with HDPE pipe at two locations - one by means of jacking and boring, and one through an existing concrete tunnel; water service connections; installation of new fire hydrants; removal of existing concrete vaults and their associated piping, valves, and appurtenances; and capping and abandoning existing waterlines.

The Contract Price of your Contract is \$13,165,466.00 (Thirteen Million One Hundred Sixty-Five Thousand Four Hundred Sixty-Six Dollars), which includes your bid for option "2 Add" plus a \$1,050,000.00 material price contingency pay item.

3 copies of each of the proposed Contract Documents and Drawings accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security Bonds as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Deliver with the executed Contract Documents the Insurance Certificates as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.03), and the Supplementary Conditions (Paragraph SC-5.04).
4. Other conditions precedent:

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 ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

	Vineyard City Corporation
	Owner
By:	
	Name
	Title

Copy to Engineer



VINEYARD CITY COUNCIL-RDA REPORT

Meeting Date: 6-29-2022

Agenda Item: 6.4 Bid award for Special inspections for the 6MG Water Tank and Pump Station

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

With the construction of the 6MG Water Tank and Booster Pump Station, a third-party special inspector is required and to be provided by the owner. We have completed our Request for Proposal (RFP) process for the special inspections of tank and booster pump station project. We received 5 contractor bids for this work and recommend award of contract to the low bidder with a complete and qualified submittal, Terracon Consultants. The cost of this contract will be covered by the 10% contingency applied to awarding of 6MG Water Tank and Booster Pump Station.

Fiscal Impact:

Tank Contingency Balance	\$ 1,595,566.00
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Special Inspections	\$ 45,870.00
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Recommendation:

Motion to Approve

Sample Motion:

I move to award the Special Inspections contract for the 6MG Tank and Booster Pump Station phase of the water tank project to Terracon Consultants and allow staff to execute contract, Resolution 2022-26.

Attachments:

Resolution 2022-26

Terracon bid summary

RESOLUTION 2022-26

A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO THE QUALIFIED BIDDER, TERRACON, FOR SPECIAL INSPECTIONS FOR THE 6 MG WATER TANK AND BOOSTER PUMP STATION

WHEREAS, Vineyard City has recently determined the need for Special Inspections for the 6 MG Water Tank and Booster Pump Station; and

WHEREAS, the City has issued a Request for Proposals and now desires to award the bid; and

WHEREAS, after consideration of all bids filed, and attached hereto as Exhibit A and incorporated herein by reference, it was determined that Terracon is the best bidder for the Special Inspections for the 6 MG Water Tank and Booster Pump Station.

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

Section 1. The bid be awarded to Terracon for the Special Inspections for the 6 MG Water Tank and Booster Pump Station and that the contract for the same is now awarded to said contractor in the total amount of \$45,870.00.

Section 2. That city staff are hereby authorized and directed to execute the contract with the contractor for the Special Inspections for the 6 MG Water Tank and Booster Pump Station.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 29th day of June, 2022.

Mayor

Attest:

City Recorder

VINEYARD CITY
REQUEST FOR PROPOSAL (RFP) FOR SPECIAL INSPECTIONS
FOR
THE VINEYARD CITY 6MG WATER TANK AND BOOSTER PUMP STATION PROJECT
ADDENDUM No 1

CONTRACTOR NAME: Terracon Consultants						
Special Inspection Matrix						
Masonry		Type of Inspection	Extent/Reference	Cost/hour	Estimated Hours	Total Cost
	Mortar and Grout	Periodic, Inspection of proportioning and mixing and placement.	Field Review; IBC 1705.4; ACI 530/ASCE 5; ACI 530.1/ASCE 6	\$95.00	22	\$2,090
	Grout space	Periodic, Verification to ensure compliance	Field Review; IBC 1705.4; ACI 530/ASCE 5; ACI 530.1/ASCE 6; TMS 602	\$95.00	22	\$2,090
	Reinforcement, pre-stressing tendons, and connections	Periodic, Inspect condition, size, location, and spacing	Field Review; IBC 1704.5; ACI 530/ASCE 5; ACI 530.1/ASCE 6	\$95.00	44	\$4,180
Masonry Inspection Totals					88	\$8,360
Proposed Inspectors: Darrell Cole (ICC 5271118), Derrick Frame (ICC 520515), Frank Koslosky (ICC 883397), Justin Bailey (ICC 886290), Chris Hoffer (ICC 8715361), David Salazar (ICC 8715341)			Certifications for listed inspections (must meet minimums per Utah Division of Facilities Construction & Management): As per DFCM the required certification include ICC Structural Masonry			
Narrative of inspection execution: Inspection of structural masonry construction grout lift height, grout space cleanliness, reinforcing steel placement and grout consolidation. Performing Concrete Masonry Units (CMU) testing. Sampling grout for compressive strength testing per the unit strength method. Performing masonry prism testing as requested. We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards.						

Concrete		Type of Inspection	Extent/Reference	Cost/hour	Estimated Hours	Total Cost
	Installation of reinforcing steel, including Pre-stressed tendons and anchor bolts as well as welding	Periodic, Field inspection of placement	Submittal and Field Review; ACI 318:3.5, 3.5.2 3.8.6 & Ch. 7 8.1.3 and 21.2.8; AWS D1.4; IBC 1705.3, 1908.5, 1909.1, 1910.4	\$95.00	150	\$14,250
	Formwork installation	Periodic, Field inspection	Field Review; ACI 318: 6.1.1; IBC 1705.3	\$95.00	55	\$5,225
	Concreting operations and placement	Continuous, Field inspection of placement/sampling	Field Review; ACI 318: 5.6, 5.8, 5.9-10; ASTM C 172, C 31; IBC 1705.3, 1910.6, 1910.7, 1910.8, 1910.10	\$95.00	115	\$10,925
	Concrete curing	Periodic, Field inspection of curing process	Field Review; ACI 318: 5.11-13; IBC 1705.3, 1910.9	\$95.00	18	\$1,710
Concrete Inspection Totals					338	\$32,110
Proposed Inspectors: Darrell Cole (ICC 5271118), Ray Garfield (ICC 875481), Frank Koslosky (ICC 883397), Justin Bailey (ICC 886290), Chris Hoffer (ICC 8715361), Jason Wartchow (ICC 8232186)			Cerifications for listed inspections (must meet minimums per Utah Division of Facilities Construction & Management): As per DFCM: ICC Reinforced Concrete ICC Prestressed Concrete			
Narrative of inspection execution:						
Document the size, length, quantity, cleanliness, and lap length of reinforcing bars used. Observe and document methods of concrete placement and protection. Anchor bolt placement. Inspect formwork for shape, location, and dimensions of the members being formed. Observe tendons to determine proper location, spacing, quantity, protective cover and center of gravity height. Verify that tendon sheathing is not damaged, that no sharp bends exist, and that anchor pocket formers are secure and properly installed. Provide testing to determine the compressive strength of in-situ concrete prior to removal of forms and/or stressing of tendons. Observe tendon tensioning to record elongations. Casting of cylinders and performing temperature, slump & air content testing. Laboratory compressive strength testing of cylinders. We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards.						

STRUCTUAL STEEL (BRIDGE CRANE)		Type of Inspection	Extent/Reference	Cost/hour	Estimated Hours	Total Cost
	Bolts, nuts, and washers – materials	Periodic, Material identification markings Review of Certificate of Compliance	Submittal & Field Review; IBC 1705.2.1; IBC 1705.2.2; IBC 1706; ASTM; AISC 360, Section A3.3	\$108.00	15	\$1,620
	Bolts, nuts, washers – installation	Continuous, Inspection of insitu high-strength bolts, snug-tight joints, pre-tensioned and bearing type, and slip connections	Submittal & Field Review; IBC 1705.2.1, 1705.2.2; AISC 360 Section M2.5	\$108.00	15	\$1,620
	Welds	Continuos, Inspection and testing of welds	Field Review; IBC 1705.2.2.1; AWS D1.1, D1.3	\$108.00	20	\$2,160
Structual Steel Inspection Totals					50	\$5,400
Proposed Inspectors: Austin Coon (AWS-16091801), Rick Cooper (AWS-07050741), Randy Norville (AWS-16091861), Trista Kister (AWS-21011811), Mike Bobinchuck (AWS-12199521), David Salazar (AWS-16110221)			Certifications for listed inspections (must meet minimums per Utah Division of Facilities Construction & Management):	As per DFCM: ICC Structural Bolting & Welding AWS Certified Welding Inspector		
Narrative of inspection execution: Review welder certifications, Visual observation of all field fillet welds, Visual observation of bolted connections, Visual observation of column anchor bolts, and Visual observation of decking welds or screws. We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards.						



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 29, 2022

Agenda Item: 6.5 Library Services

Department: Recorder

Presenter: Pamela Spencer

Background/Discussion:

The city contracts annually with Utah County for the bookmobile to operate in the city twice per month for 1.5 hours per stop. This contract as allows residents access to the State's online library.

Fiscal Impact:

The cost for the contract is \$4,338.36.

Recommendation:

Staff is recommending approval of the interlocal agreement with Utah County to provide library and bookmobile services.

Sample Motion:

"I move to approve resolution 2022-27 as presented and allow the mayor the sign the interlocal agreement."

Attachments:

Resolution 2022-27

Interlocal Agreement

RESOLUTION NO. 2022-27

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

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

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with Utah County to provide library and bookmobile services for its residents; and

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

1. The City Council of Vineyard, Utah authorizes the Mayor to sign the agreement titled Interlocal Cooperation Agreement by and between Utah County, Utah, and Vineyard City Regarding Library Services, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 29th day of June 2022.

Mayor Julie Fullmer

Attest:

Pamela Spencer, City Recorder

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN UTAH
COUNTY, UTAH, AND VINEYARD CITY REGARDING LIBRARY SERVICES**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as "COUNTY", and VINEYARD CITY, a political subdivision of the State of Utah, with its office located at 125 South Main Street, Vineyard 84059, hereinafter referred to as "VINEYARD".

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the parties desire to establish a joint undertaking to provide library and bookmobile services for the residents of VINEYARD;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution thereof by the executive or executive

body of each of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2022, until June 30, 2023. This Interlocal Cooperation Agreement shall take effect upon its review as to proper form and compliance with applicable law by the Utah County Attorney's Office and the attorney for VINEYARD. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the keeper of records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by COUNTY and VINEYARD, at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Interlocal Agreement during this joint undertaking. The parties further agree that they will not acquire, hold, or dispose of any personal property during this joint undertaking.

Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between COUNTY and VINEYARD, for the purpose of a joint undertaking to provide library and bookmobile service for the residents of VINEYARD through making stops by the COUNTY'S bookmobile in VINEYARD for 1.5 hours per stop with two stops per month.

Section 4. MANNER OF FINANCING

VINEYARD agrees to pay the sum of \$4,338.36 to COUNTY for the bookmobile services enumerated in Section 3 hereof on or before August 1, 2022.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, either party to this Agreement may terminate the Agreement upon providing sixty (60) days written notice of termination to the other party.

Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. Each party is a governmental entity and is entitled to rely on the protections found in the Utah Governmental Immunity Act, Utah Code Ann. §63G-7-101 et seq. Neither party waives any of the immunities found in said Act.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the Utah County Clerk/Auditor and with the official keeper of records of VINEYARD, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 8. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the

parties (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

Section 9. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Interlocal Cooperation Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 10. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

Section 11. SEVERABILITY

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 12. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 17. STATISTICAL REPORT

Utah County agrees to provide a statistical report on the use of the Bookmobile in

VINEYARD pursuant to this Interlocal Cooperation Agreement every six months.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, on the dates listed below:

UTAH COUNTY

DATED this ____ day of _____ 2022.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

THOMAS V. SAKIEVICH, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this ____ day of _____ 2022.

By: _____
Deputy Utah County Attorney

VINEYARD CITY

APPROVED this ____ day of _____ 2022.

By: _____
Mayor

ATTEST: _____
City Recorder

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Vineyard City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this ____ day of _____ 2022.

By: _____
Legal Counsel for Vineyard City



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 29, 2022

Agenda Item: 6.6 ILA with Utah County—Communities That Care
(Vineyard Agreement #2022-24)

Department: Communications

Presenter: Kathryn Newman, Communications Manager

Background/Discussion: On June 15, I presented to the Council a prevention model called Communities That Care. The model is in partnership with Utah County and is designed to create a coalition of Vineyard based entities that will participate in prevention efforts targeted to Vineyard's youth. A coalition coordinator will be hired as a part-time staff member to coordinate areas such as drug prevention and suicide prevention, as well as continue to implement the City's wellness initiatives of the past three years. The program is data-driven with proven outcomes and is being used in about ten other cities in Utah County. Once Vineyard forms it's coalition, it opens other funding opportunities for additional grants and programs.

Fiscal Impact: None at this time, there will be for future FY budgets. Utah County will cover approximately \$23,000 cost for the first year of implementation.

Recommendation: Sign agreement with Utah County

Sample Motion:

"I move to Resolution 2022-29 and allow the mayor to sign the agreement with Utah County regarding the Substance Misuse Prevention Services and Communities That Care Prevention Model."

Attachments:

Resolution 2022-28

Utah County Agreement

RESOLUTION 2022-28

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND VINEYARD CITY FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNITIES THAT CARE PREVENTION MODEL

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., 1953 as amended, public agencies, including political subdivisions of the State of Utah as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Vineyard City Council has determined that it is in the public interest and welfare of the residents the city engage in an interlocal cooperation agreement between Utah County and Vineyard City for the project known as the Substance Misuse Prevention Services and Communities that Care Prevention Model;

WHEREAS, the Interlocal Cooperation Agreement has been prepared for approval and execution by and between all parties;

NOW, THEREFORE, be it resolved by the Vineyard City Council as follows:

Section 1. Approval. The Interlocal Cooperation Agreement attached hereto as Exhibit “A” is hereby approved and the mayor is authorized to execute the agreement and take all other such action as is necessary to make it effective

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 29th day of June, 2022.

Mayor

Attest:

Recorder

**INTERLOCAL COOPERATION AGREEMENT WITH VINEYARD CITY FOR
SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNITIES THAT CARE
PREVENTION MODEL**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Health Department, (UCHD) 100 East Center Street, Provo, Utah 84601 and the municipality of Vineyard City, 125 South Main Street, Vineyard, Utah 84058, municipal corporation and a political subdivision of the State of Utah.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, Utah County and Vineyard City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective Date; Duration.

This Agreement shall become effective July 1, 2022 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2022 hereof until June 30, 2023. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, and the Vineyard City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an Interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Interlocal Cooperation Agreement is established for the following purposes:

- a. To coordinate with Vineyard City to employ a part-time (up to 20 hours per week, 52 weeks per year) Communities that Care (CTC) Coordinator and provide technical support to establish and maintain the CTC prevention model within the community.
- b. To provide funding to Vineyard City to employ a CTC coordinator as follows: To

provide funding to Vineyard City to continue to build capacity within CTC coalition: Utah County will provide Vineyard City thirteen thousand dollars (\$13,000) for the CTC Coordinator position/costs and thirteen thousand (\$13,000) for coalition capacity building for the period of July 1, 2022 through June 30, 2023. Beginning July 1, 2023 Vineyard City will provide a yearly minimum match of ten thousand dollars (\$10,000).

- c. To establish and maintain the Communities that Care system within Vineyard City and to work with Utah County Health Department to ensure the CTC model is being implemented with fidelity through the five phases of CTC (<http://www.communitiesthatcare.net/>).
- d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

- 1. CTC coordinator position costs/salary.
- 2. Trainings associated with coalition coordinator and coalition members for approved travel costs.
- 3. Any additional prevention activities as described in the CTC model or community action plan pending approval from UCHD.

Section 5. Coalition Capacity Building Funding

The funds appropriated for coalition capacity building can be used for the following:

- 1. CTC coalition training costs directly related to benchmarks and action plans.
 - a. CTC module trainings

- b. State CTC trainings
 - c. Food/mileage/supplies
- 2. Travel/Training, including but not limited to Principles of Prevention, CADCA and/or National Prevention Network Conference for coordinator and coalition members
 - a. Mileage, airfare, per diem, registration, lodging and transportation
- 3. Town hall/community education events
 - a. Advertising, food and recognition awards, coalition needs
- 4. Workgroup activities
 - a. Evaluation contract
 - b. Data collection
 - c. Meeting costs
- 5. Minor equipment under \$600.00

Section 6. Interlocal Requirements

- 1. CTC Coordinator will attend and complete Substance Abuse Prevention Specialist Training (SAPST) within the first six months of hire.
- 2. CTC Coordinator will attend state/county CTC trainings as prioritized by UCHD and Coordinator.
- 3. Incorporate CTC benchmarks and phases as foundation of fidelity.
- 4. Complete and provide coalition agendas and minutes for all board and workgroup meetings.
- 5. Develop and use by-laws and organizational structure to direct coalition.
- 6. Coordinator will record all completed prevention activities in the DUGS data system within seven days of service.
- 7. Billings and claims for covered services must be submitted by the **20th of each month**. Billings and claims received by the 20th will reflect requested reimbursements for the previous month. **Final year-end billings must be submitted on or before July 10th**. Billings and claims for final payments received after **July 10, 2023** will not be considered for payment.
- 8. A bi-annual narrative report (1 page) identifying completed benchmarks and current status of action plan due December 31, 2022.

Section 7. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this Interlocal Cooperation Agreement.

Section 8. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days' notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 9. Indemnification.

Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 10. Filing of Interlocal Cooperation Agreement.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of Vineyard City records and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or

officer of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a resolution of the legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 13. Severability.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 14. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 15. Committees.

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

Section 16. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 17. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 18. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 19. Sub-recipient Requirements.

By virtue of terms and conditions of the Federal Substance Abuse Prevention and Treatment block grant that funds the services purchased through this Agreement, Vineyard City becomes a sub-recipient of the federal grant.

CFDA #: 93.959

As Vineyard City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these

contract services. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of Vineyard City.

- a) All Vineyard City records with respect to any matters covered by this Agreement shall be made available to the County, OSUMH and the Comptroller General of the United States or any of their authorized representatives.
- b) Failure of the city to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.
- c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.
- d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, any pass-thru entity and/or the General Accounting Office.

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

[Signatures on following page]

WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation

Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2022-____, authorized and passed on the _____ day of _____ 2022.

Vineyard City Authorized by Resolution No. 2022-28, authorized and passed on the 29th day of June 2022.

APPROVED AND ADOPTED this ____ day of _____ 2022.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
Thomas Sakievich, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy Date

By: _____
Vineyard City Mayor Date

APPROVED AS TO FORM:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney Date

By: _____
Vineyard City Recorder Date

APPROVED AS TO FORM:

By: _____
Vineyard City Attorney Date

RESOLUTION 2022-29

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPOINTING A PURCHASING AGENT

WHEREAS, Vineyard City Purchasing Policy, Article 2, requires the appointment of a purchasing agent by the governing body; and

WHEREAS, as the previous purchasing agent no longer works for the city, it has become necessary to appoint a new purchasing agent; and

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

Section 1. Approval. Finance Director David Mortensen is hereby appointed as the purchasing agent for Vineyard City. He shall serve at the pleasure of the City Council and their appointment shall be subject to the resolutions, ordinances, rules and regulations of Vineyard City, and the laws of the State of Utah.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 29th day of June, 2022.

Mayor

Attest:

Recorder

Fraud Risk Assessment

Continued

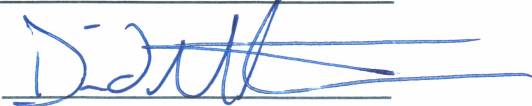
*Total Points Earned: 335 /395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	0	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	0	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	N/A	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	0	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	0	20

*Entity Name: Vineyard City

*Completed for Fiscal Year Ending: June 30, 2022 *Completion Date: June 23, 2022

*CAO Name: Julie Fullmer *CFO Name: David Mortensen

*CAO Signature: _____ *CFO Signature: 

*Required

RESOLUTION 2018-10
Amending resolution 2014-05
PURCHASING POLICY OF VINEYARD CITY

ARTICLE 1
GENERAL PROVISIONS

A. Purpose.

1. To ensure fair and equitable treatment of all persons who wish to or do conduct business with Vineyard City.
2. To provide for the greatest possible economy in City procurement activities.
3. To foster effective broad-based competition within the free enterprise system to ensure that the City will receive the best possible service or product at the lowest possible price.

B. Compliance.

1. This policy shall not prevent the City from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.
2. When procurement involves the expenditure of federal assistance funds, the City shall comply with applicable federal law and regulations.
3. State law (Section 11-39-101 et seq., Utah Code Annotated 1953, as amended) requires the City to follow specific bid procedures for specified types of supplies and services. Except where Vineyard Municipal Code is more restrictive, the City shall comply with State law.

C. Definitions.

1. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
2. "Change order" means a written order signed by the purchasing agent, directing the contractor to suspend work or make changes, which the appropriate clauses of the contract authorize the purchasing agent to order without the consent of the contractor or any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
3. "Contract" means any City agreement for the procurement or disposal of supplies, services, or construction.
4. "Invitation for bids" means all documents, whether attached or incorporated by reference, used for soliciting bids.
5. "Person" means any business, individual, union, committee, club, other organization, or group of individuals.
6. "Procurement" means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise acquiring any supplies, services, or construction.
7. "Purchasing agent" means the person duly authorized by the governing body of the City to enter into and administer contracts and make written determinations with respect thereto.

8. "Purchase description" means the words used in a solicitation to describe the supplies, services, or construction to be purchased, and includes specifications attached to or made a part of the solicitation.
9. "Request for proposals" means all documents, whether attached or incorporated by reference, used for soliciting proposals.

ARTICLE 2 PURCHASING AGENT

A. Appointment.

The governing body of the City shall appoint a Purchasing Agent

B. Responsibilities.

The Purchasing Agent shall be responsible to make procurements, solicit bids and proposals, enter into and administer contracts, and make written determinations for the City.

C. Authority.

The Purchasing Agent shall not enter into any contract or purchase anything with City funds unless it:

- a. Is funded in the current fiscal year budget;
- b. Has been approved by department head
- c. Commits funds in total amount less than \$25,000
- d. Mayor approval for purchases over \$25,000

D. Change Orders.

Change orders up to the lesser of either (10%) of the bid award amount or \$25,000 may be approved by the Purchasing Agent, as long as the overall project budget is not exceeded.

E. Delegation.

The Purchasing Agent may delegate purchasing responsibilities to other employees when deemed appropriate.

ARTICLE 3 SOURCE SELECTION AND CONTRACT FORMATION; GENERAL PROVISIONS

A. Choice of Bid Process.

Except as otherwise provided by provisions of State or Federal Law, purchases shall follow one (1) of the bid processes outlined below. The cost of the purchase shall not be divided to avoid bid requirements. Any bid alternative listed as acceptable for a given dollar amount shall be acceptable, and the City shall not incur any liability for choosing one (1) alternative over another.

1. Purchases or Contracts costing less than \$125,000 in total, shall be pursuant to one (1) of the following procedures:
 - i. State Purchasing Contract
 - ii. Formal competitive bidding.
 - iii. Request for proposals.
 - iv. Open market procedure.
2. Purchases or Contracts costing more than \$125,000 in total, shall be pursuant to one (1) of the following procedures:
 - i. State Purchasing Contract

- ii. Competitive sealed bidding.
- iii. Request for proposals.

B. Exceptions to Bid Process. The bid process requirements set forth in Article 3A do not apply in the following situations.

1. Purchases made through the cooperative purchasing contracts administered by the State Division of Purchasing
2. Purchases made from a sole source provider. When there is only one (1) vendor or supplier who can reasonably provide the needed product or service.
3. Auction, Bankruptcy Sales. When purchasing through Auction or Bankruptcy sales will be made at a cost below market cost.
4. Projects Performed by City Employees. Employees may be used to complete City projects.
5. Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare, or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency.

C. Bid Processes. The City shall substantially comply with the following guidelines for the specific bid process used:

1. Competitive Sealed Bidding.

i. Description. Competitive sealed bidding is when vendors or contractors are invited to submit formal bids to provide a designated product or to complete a designated project in accordance with specifications provided by the City.

ii. Public Notice Inviting Bids Issued. The City shall provide notice of its invitation for bids.

1. Public Notice includes a general description of the articles to be purchased or work to be performed, location where bid blanks and specifications may be secured, and the time and place for opening bids.

2. Noticing shall be done at a reasonable time prior to the time set for bid opening. Bid package shall state requirements to which bidder must respond.

iii. Bid Procedure

1. Sealed bids shall be submitted as designated in the Public Notice

2. Bids shall be opened in public at the time and place stated in the Public Notice

3. Bids submitted to the City shall be evaluated on the basis of compliance with specifications and other relevant criteria.

iv. Bid Award.

1. If the City elects to proceed with purchase or project, bids shall be awarded to the lowest responsive responsible bidder, this means a bidder who:

a. Has submitted bid in compliance with Public Notice

- b. Is the lowest bidder that satisfies the City's criteria relating to financial strength, past performance, integrity, and reliability?
2. Furnishes a payment and performance bond as required by law.
3. Vineyard may reject any or all bids submitted
4. If Vineyard rejects all bids but still intends to undertake purchase, Vineyard will again request sealed bids by following the procedures outlined in Section 3C-1
5. If after twice requesting Bids, Vineyard determines that no satisfactory bid has been submitted, the Council may undertake the purchase or contract as they consider appropriate.

2. Requests for Proposals.

- i. Description. Requests for proposals (RFPs) are invitations for suppliers or contractors to submit a proposal on a specific product or service. The City awards the contract for the product or services based on criteria set forth in the request for proposals.
- ii. Appropriateness. RFPs may be used when required by law, or when the Purchasing Agent determines that the use of formal competitive bidding is either impractical or not advantageous to the City. In making this determination, the Purchasing Agent shall consider factors such as:
 1. Whether there may be a need for price and service negotiation;
 2. Whether there may be a need for negotiation during performance of the contract;
 3. Whether the relative skills or expertise of the offerors will have to be evaluated;
 4. Whether cost is secondary to the characteristics of the product or service sought
 5. Whether the conditions of the service, product or delivery are unable to be sufficiently described in the invitation for bids;
 6. Whether the City is requesting the offer to propose a method or strategy for completing the project; and
 7. Whether there may be a need to negotiate completion times related to the project.

Professional services will generally be procured through the RFP procedure.

- iii. Notice.
 1. Proposals shall be solicited through a RFP.
 2. Public notice of the RFP shall be given
- iv. Request for Proposals. The RFP shall state the relative importance of price and other factors.
- v. Opening of Proposals. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation.
- vi. Revision of Proposals.
 1. As provided in the RFP, discussions may be conducted with responsible offerors who submit proposals determined to be

reasonable susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.

2. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.
3. In conduction discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

vii. Award.

1. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City.
2. Vineyard may reject any or all proposals submitted.
3. If Vineyard rejects all bids but still intends to undertake purchase, Vineyard will again Send out RFP by following the procedures outlined in Section 3C-2
4. If after twice requesting Proposals, Vineyard determines that no satisfactory Proposal has been submitted, the Council may undertake the purchase or contract as they consider appropriate.

3. Open Market Procedure

- i. Price Quotations. Purchases shall, whenever possible, be based on at least three (3) Bids (price quotations) and shall be awarded to the lowest responsible bidder.
- ii. Request for Quotations. Bids (price quotations) shall be solicited from prospective vendors by written or oral request.
- iii. Records. The person soliciting the price quotations shall keep a record of quotations solicited; including vendor names, date of solicitation and price quoted, and shall include this information with the purchase order.

ARTICLE 4 SPECIFICATIONS

All Specifications shall seek to promote overall economy and best use for the purposes intended and encourages competition in satisfying the City's needs and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this article, Utah products shall be given preference.

ARTICLE 5 APPEALS

- A. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the purchasing agent. An appeal shall be submitted in writing within 5 working days after the aggrieved person knows or should have known of the facts.

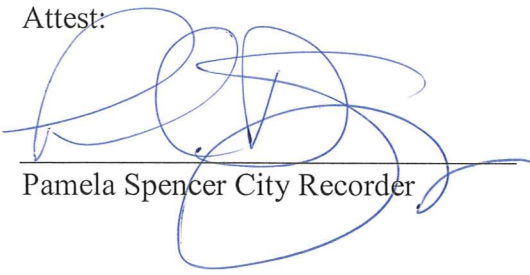
- B. The purchasing agent shall promptly issue a written decision regarding any appeal, if it is not settled by a mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the governing board.
- C. The City's governing board shall be the final appeal on the City level.
- D. All further appeals shall be handled as provided in section 63-56-58 through 64 of the Utah Code.

ARTICLE 6
ETHICS IN PUBLIC CONTRACTING

- A. No person involved in making procurement decisions may have personal investments in any business entity which will create a substantial conflict between their private interests and their public duties.
- B. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use or benefit of any other person or organization from any person or organization interested in selling to the City.

PASSED and dated this 11th day of July, 2018

Attest:


Pamela Spencer City Recorder


Mayor Julie Fullmer



PASSAGE BY MUNICIPAL COUNCIL
ROLL CALL VOTE

RESOLUTION NO 2018-10

AMENDING RESOLUTION 2014-05
PURCHASING POLICY OF VINEYARD CITY

ROLL CALL VOTE:

MAYOR JULIE FULLMER
COUNCILMEMBER JOHN EARNEST
COUNCILMEMBER TYCE FLAKE
COUNCILMEMBER CHRIS JUDD
COUNCILMEMBER NATHAN RILEY

MOTION	SECOND	AYES	NAYS	ABSENT
		X		
		X		
X		X		
	X	X		
		X		
		5		

TOTALS

This Resolution was passed by the City Council of Vineyard Utah on the 11th day of
July 2018, by a roll call vote as described above.

II

MAYOR'S ACTION

Mayor's Action: X Approved Disapproved

III

CITY RECORDER'S CERTIFICATE AND ATTEST

This Resolution was recorded in the office of the Vineyard City Recorder on the 12th day of
July, 2018

I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings
with respect to Resolution No. 2018-10

ATTEST:



Vineyard City Recorder





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 29, 2022

Agenda Item: 9.2 Vineyard City Fiscal Year 2021 – 2022 Budget Amendment #2

Department: Finance

Presenter: David Mortensen, Finance Director

Background/Discussion:

Utah Code Section 10-6-128 allows for the amendment of the City's budget up until the last day of the fiscal year for which the budget applies. City Staff recommends the amendment of the Vineyard RDA Fiscal Year 2021 – 2022 Budget for various items as outlined in the attached detail worksheet.

Fiscal Impact:

General Fund - \$433,900 (covered by sales tax, RAP tax, and transportation tax revenues above original budget)

Water Fund - \$95,500

Sewer Fund - \$197,500

Transportation Fund - \$10,200

Internal Services Fund - \$70,900

Recommendation:

Approval of the resolution.

Sample Motion:

I move to adopt resolution 2022-30 the Vineyard City Fiscal Year 2021 – 2022 Budget Amendment #2 as presented by Staff.

Attachments:

Resolution 2022-30

Vineyard City Fiscal Year 2021 – 2022 Budget Amendment #2 detail

RESOLUTION NO. 2022-30

A RESOLUTION AMENDING THE VINEYARD CITY BUDGET FOR THE 2021-2022 FISCAL YEAR.

WHEREAS, the city of Vineyard has previously adopted a budget for the 2021-2022 fiscal year in accordance with the Utah Fiscal Procedures Act for cities; and

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

WHEREAS, a public hearing was duly noticed and was held on the 29th day of June, 2022 on the proposed amendments to the 2021-2022 fiscal year budget for the city of Vineyard.

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

1. The attached exhibit A hereby adopted as the amended Fiscal Year 2021-2022 budget for the city of Vineyard.
2. This resolution shall take effect upon passing.

Passed and dated this 29th day of June 2022.

Mayor Julie Fullmer

Attest:

Pamela Spencer, City Recorder

Vineyard City

Fiscal Year 2021 - 2022 Budget Amendment #2

General Fund

Account #	Account	Budget After Amendment #1	Budget After Amendment #2	Change	Notes
10-3130	Sales Tax Revenue	\$ 2,414,700	\$ 2,044,400	\$ (370,300)	Total Projected Higher than Budget
10-3132	RAP Tax Revenue	151,000	97,000	(54,000)	Total Projected Higher than Budget
10-3356	B&C Roads Revenue	403,000	358,000	(45,000)	Total Projected Higher than Budget
10-3131	Transportation Tax	263,000	256,000	(7,000)	Total Projected Higher than Budget
10-3681	Sponsorships	25,000	15,000	(10,000)	Red Sign Vineyard Days Sponsorship
10-3620	Rents & Concessions	2,500	(6,300)	(8,800)	Vineyard Days Tickets, Vendors, and Food Trucks
Total Revenue Adjustment				\$ (495,100)	
10-4311	Admin Salaries & Wages	\$ 517,000	\$ 582,000	\$ 65,000	Total Projected Higher than Budget
10-4313	Admin Employee Benefits	146,000	167,000	21,000	Total Projected Higher than Budget
10-4321	Admin Books/Subscriptions/Memberships	19,500	22,000	2,500	ULCT Membership Higher than Budgeted
10-4342	Admin Bank Charges	19,500	33,500	14,000	Monthly Bank Charges Higher than Budgeted
10-5031	Prof & Tech Services General	12,000	14,150	2,150	Zions Public Finance Referendum Fiscal Analysis; Misc. Legal Services
10-5031.3	Prof & Tech Services Fin Plan	3,000	13,750	10,750	LYRB November 1 Report and CFSP
10-5431.0	Police Law Enforcement	1,802,800	1,870,800	68,000	Sheriff Office Raises
10-5431.1	Fire Services	1,489,200	1,508,000	18,800	Balance of July Bill Paid in August
10-6011	Public Works Salaries & Wages	114,300	135,000	20,700	Total Projected Higher than Budget
10-6032	Public Works Repairs & Maintenance	98,000	100,000	2,000	Total Projected Higher than Budget (Mainly Streetlight Maintenance)
10-7276	Special Events	38,500	60,500	22,000	Vineyard Days; Music Licensing
10-8211	Recreation Salaries & Wages	100,300	122,300	22,000	Total Projected Higher than Budget
10-9505	Transfer to Capital Projects Fund	342,000	455,000	113,000	Transfer Total RAP Tax Collections
10-9520	Transfer to Transportation Fund	666,000	718,000	52,000	Transfer Total Transportation Tax & B&C Roads Collections
Total Expenditure Adjustment				\$ 433,900	
Total General Fund				\$ (61,200)	

Water Fund

Account #	Account	Budget After Amendment #1	Budget After Amendment #2	Change	Notes
51-4023	Travel	\$ 4,000	\$ 5,500	\$ 1,500	Rural Water Association Training; Backflow Certification Class
51-4031.3	Orem Water Bill	586,000	680,000	94,000	Total Projected Higher than Budget
Total Water Fund				\$ 95,500	

Vineyard City

Fiscal Year 2021 - 2022 Budget Amendment #2

Sewer Fund

Account #	Account	Budget After Amendment #1	Budget After Amendment #2	Change	Notes
52-4031.2	Orem Sewer Bill	\$ 37,500	\$ 50,000	\$ 12,500	April 2021 Invoice and Reconciliation Correction Paid on 8/18/21
52-4031.3	TSSD Sewer Bill	600,000	785,000	185,000	Total Projected Higher than Budget (Average \$65,000 Monthly Instead of \$50,000)
Total Sewer Fund				<u>\$ 197,500</u>	

Transportation Fund

Account #	Account	Budget After Amendment #1	Budget After Amendment #2	Change	Notes
54-4011	Transportation Salaries & Wages	\$ 117,800	\$ 128,000	\$ 10,200	Total Projected Higher than Budget
Total Transportation Fund				<u>\$ 10,200</u>	

Internal Services Fund

Account #	Account	Budget After Amendment #1	Budget After Amendment #2	Change	Notes
61-4011	Internal Services Salaries & Wages	\$ 79,700	\$ 102,800	\$ 23,100	Total Projected Higher than Budget
61-4352	Contract Services	51,500	65,000	13,500	Total Projected Higher than Budget (Legal & HR Services)
61-4727	Fuel	32,000	50,000	18,000	Total Projected Higher than Budget
61-4627	Facilities Utilities	44,000	50,000	6,000	Total Projected Higher than Budget
61-4661	Facilities Information Systems	124,700	135,000	10,300	Total Projected Higher than Budget; SonicWall Network Security/Firewall
Total Internal Services Fund				<u>\$ 70,900</u>	



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 29, 2022

Agenda Item: 9.3 Consolidated Fee Schedule

Department: Finance

Presenter: Marissa Stapley, Management Intern

Background/Discussion:

Utah Code section 10-3-17 authorizes cities to create, amend, and set a fee schedule appropriate for the services rendered by the municipality by way of a resolution. The provided attachment shows recommended changes to Vineyard's current fee schedule to assure our fees are up to date.

Fiscal Impact:

The proposed changes should have minimal fiscal impact as fees are increased and added to assure that the City's costs (supplies, labor, overhead, etc.) are covered for the provided services.

Recommendation:

The Finance Department recommends accepting all changes as they are presented in the attachment.

Sample Motion:

I move to adopt, by Resolution 2022-31, the amended FY21-22 Consolidated Fee Schedule as presented.

Attachments:

Resolution 2022-31

Consolidated Fee Schedule – Amended 2021-2022 Fiscal Year

RESOLUTION NO. 2022-31

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, Section 10-3-717 UCA authorizes cities to establish the amounts of fees to be charged for municipal services to be set by resolution, and

WHEREAS, The City Ordinances, in various locations, provides for the establishment of fee amounts for certain municipal services, by resolution of the City Council.

WHEREAS, a Public Hearing was duly noticed and was held on the 29th day of June 2022 on the proposed amendments.

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

Section 1. The City Council hereby adopts the amended Consolidated Fee Schedule, which is attached hereto and incorporated herein by reference.

Section 2. A copy of the Consolidated Fee Schedule shall be placed in the Vineyard City Offices and be available for review.

Section 3. This resolution shall take effect immediately upon passage.

Section 4. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 29th day of June 2022.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder



Consolidated Fee Schedule 2022-2023 Fiscal Year

Administrative	2
Recreation.....	2
Utilities	<u>34</u>
Sanitation	<u>53</u>
Facilities Rental	<u>54</u>
Special Event Permit.....	<u>65</u>
Code Enforcement Fees.....	<u>76</u>
Business Licensing	<u>86</u>
Land Use Applications	<u>97</u>
Building Permit Fees	<u>119</u>
Building Inspection Fees	<u>120</u>
Impact Fees	<u>131</u>
Pass Through Fees	<u>131</u>



Water Department Fees 142

ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after first 15 minutes (based on lowest paid employee working on the request) Copies \$0.10 per page
Returned Checks	\$10.00
Colored Map Copies – 8 1/2 x 11	\$3.00
Black and White Map Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	\$60
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$35
City Offense Fines	Class B misdemeanor—not to exceed \$1000 Class C misdemeanor or infraction—not to exceed \$750

RECREATION FEES

3v3 Adult Soccer	Team - \$250 Individual - \$50
3v3 Adult Soccer Tournament	Team - \$80



	Individual - \$20
3v3 Basketball Tournament	Team - \$80 Individual - \$20
Adult Flag Football	Team - \$500 Individual - \$50
Adult Kickball Tournament	Team - \$1 500 Individual - \$20
Adult Pickleball	\$50
Adult Soccer	Team - \$500 Individual - \$50
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50
Adult Tennis Tournament	\$50
Adult Volleyball	Team - \$350 Individual - \$50
Adult Volleyball Tournament	Team - \$120 Individual - \$50
Adult Ultimate Frisbee	Team - \$350 Individual - \$50
Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100
E-Sports	\$50
Exercise Class	\$50
Pickleball Tournament	Team - \$30 Individual - \$15
Race Registration	5k/10k - \$20 Kids 1k - \$10 Family Rate \$45 per household Group Rate - \$15 per person
Race T-Shirts	\$10
Senior Program	\$50



Spikeball Tournament	Team - \$30 Individual - \$15
Sports Trivia/Fantasy Class	\$50
Toddler Sports Clinic	\$650
Virtual Races	\$25
Youth Arts	\$50
Youth Baseball Clinic	\$50
Youth Basketball Clinic	\$50
Youth Coach Pitch	\$50
Youth Flag Football	\$50
Youth Jr Jazz Basketball	\$1080
Youth Kickball	\$50
Youth Machine Pitch	\$70
Youth Pickleball Programs	\$50
Youth Soccer Programs	\$5070
Youth T-Ball	\$50
Youth Tennis Clinic	\$50
Youth Ultimate Frisbee	\$50
Youth Volleyball Programs	\$50
Youth Wrestling	\$50
Additional Non-Resident Fee	Team - \$50 Individual - \$10
Late Registration	\$50 – Team \$10 - Individual
Cancellation Fee	Up to 75% of Registration Cost

UTILITY FEES

Water Base Rate ¾" Meter	\$27.09 first 5,000 gallons
Water Base Rate 1" Meter	\$37.93 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$48.76 first 5,000 gallons
Water Base Rate 2" Meter	\$78.56 first 5,000 gallons
Water Base Rate 3" Meter	\$297.99 first 5,000 gallons



Water Base Rate 4" Meter	\$386.48 first 5,000 gallons
Water Base Rate 6" Meter	\$568.89 first 5,000 gallons
Water Base Rate 8" Meter	\$758.52 first 5,000 gallons
Residential Water Usage Rates: Tier 1 (5,001 – 15,000) Tier 2 (15,001– 30,000+) Tier 3 (30,001 – 50,000) Tier 4 (50,001+)	\$1.77 per 1,000 gallons \$2.03 per 1,000 gallons \$2.50 per 1,000 gallons \$2.75 per 1,000 gallons
Commercial Water Usage Rates: Tier 1 (5,001 – 30,000) Tier 2 (30,001 – 100,000) Tier 3 (100,001+)	\$1.77 per 1,000 gallons \$2.50 per 1,000 gallons \$2.75 per 1,000 gallons
Sewer Base Rate	\$17.25
Sewer Usage Rate	\$3.50 per 1,000 gallons
Transportation Utility	\$3.5 Per ERU
Storm Water Utility	\$5 Per ERU

SANITATION FEES

90-Gallon Residential Can	\$13
Second 90-Gallon Residential Can	\$8
Recycling Can	\$6

FACILITIES RENTAL FEES

Small Park Pavilion Rental	\$40 for Resident, \$80 for Non-Resident
Small Park Pavilion Cleaning Deposit	\$40 for Resident, \$80 for Non-Resident
Large Park Pavilion Rental	\$75 for Resident, \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75 for Resident, \$150 for Non-Resident
Special Event Rental Deposit	\$300



Multi-Day Special Event Rental Deposit	\$500 per day
Inflatables Fee with Pavilion Rental	\$25
Inflatable Deposit with Pavilion Rental	\$175
Pavilion Rental Cancellation Fee	\$5
<u>4 Hour Field Rental at Gammon Park (Monday—Thursday)</u>	<u>\$300 Deposit + \$75 for Residents, \$150 for Non-Resident or Holiday Reservations</u>
<u>4 Hour Field Rental at Gammon Park (Weekend)</u>	<u>\$300 Deposit + \$100 for Residents, \$200 for Non-Residents or Holiday Reservations</u>
<u>All other parks, Single Soccer 4 Hour Field Rental (Monday – Thursday)</u>	<u>\$300 Deposit + \$150 for Residents, \$300 for Non-Resident or Holiday Reservations</u>
<u>All other parks, Single Soccer 4 Hour Field Rental (Weekend)</u>	<u>\$300 Deposit + \$200 for Residents, \$400 for Non-Residents or Holiday reservations</u>
Court Rental	\$25 per hour per court
Pickleball Net Rental	\$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to \$300
Outdoor Basketball Court Rental	\$25 per hour per ½ court
Non-Existing Line Painting – Per Field	1-499 Feet - \$100 500-999 Feet - \$125 1000+ Feet - \$150
Remarking Line Painting – Per Field	1-499 Feet - \$20 500-999 Feet - \$25 1000+ Feet - \$30

SPECIAL EVENT FEES*

Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 participants	\$100



Special Events longer than 6 hours	\$150
Multi-Day Special Events	\$200
Film Permit	\$50
Summer Celebration Food Vendor	\$100 per day
Summer Celebration Vendor Booth	\$100
Boo-A-Palooza Vendor Fee	\$50
Bounce House Deposit	\$100
Onsite Dumpster or Equipment Permit	\$72 per dumpster
Additional Dumpster Reserved	\$174 per 6 yard dumpster
Excess Garbage Pickup	Up to \$600 based on quantity picked up
Extra trash can with bags	\$15 per 5 cans
Personnel (total compensation per employee, per hour, during regular business hours)	Parks Department - \$35 Streets Department - \$35 Special Events Department - \$32
Penalty for operating without a permit	Double the application fee and any damage caused by the special event

[*Special event and facility rental fees may be waived at the discretion of city council. See special event code for fee waiver consideration reasons.](#)

CODE ENFORCEMENT FEES

Code Violation Fee (per calendar year from first offense)	1 st Offense - \$100 2 nd Offense - \$200 3 rd (or more) Offense - \$400
Civil Penalty Fee	\$25 minimum to \$1,000 maximum per day, per violation
Civil Penalty Fee- Occupancy Violation	\$100 per day, per violation



Civil Penalty Fee- Home Occupation Operating without License	\$25 per day, per violation
Civil Penalty Fee- Commercial Business Operating without License	\$50 per day, per violation
Code Violation Fee - Interest	20% per annum of total outstanding amounts
Default/Administrative Code Enforcement Hearing Fee	\$100
Animal Defecation without Removal Fine	\$250
Off-Leash Animal Fine	\$250

BUSINESS LICENSING FEES

Home-Based Occupation (exceeds residential impact)	\$50
Home-Based Occupation (does not exceed residential impact)	\$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee \$100 Renewal Fee \$50
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee	\$25 per truck
Retail	\$215
Service Related	\$150
Business License Renewal Fee (all license types except Alcohol and Towing/Parking Enforcement)	\$25
Alcohol and Towing/Parking Enforcement Renewal Fee	Same as Initial Fee
Solicitor License	\$30
Transient/Itinerant Merchant (90-day maximum)	\$30 \$50
Itinerant Merchant Refundable Deposit	\$300



Towing/Parking Enforcement Certificate	\$50
Class A- D Beer License	\$400 + Proof of \$5,000 Bond
Class E Beer License	\$400 + Proof of \$10,000 Bond
A or B Liquor License	\$300 + Proof of \$10,000 Bond
Class C Liquor License	\$300 + Proof of \$1,000 Bond
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Renewal Fee (during renewal grace period)	\$25
Daily penalty fee if license not renewed by end of renewal grace period	Half of the license fee
Penalty Fee for doing business without a Vineyard Business License	Double the license fee Equivalent to the license fee

LAND USE APPLICATION FEES

Development Agreement	\$1,500
Development Agreement Amendment	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot
Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2663 < 10 acres = \$500
Planned Unit Development	\$1000



Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663
Site Plan – Non-residential	\$3,756
Site Plan – Non-residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text Amendment	\$1,000
General Plan Map Amendment	\$1000
Land Use Text Amendment	\$1,000
Land Use Map Amendment	\$1000
Lot Line/Property Boundary Line Adjustment	\$300
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Street and Traffic Control Signs	\$350 per post
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Engineering Inspection Fees – Subdivision Related	3% of bid tabulation placed in escrow before construction begins.
Engineering Inspection Fees – Non-Subdivision Related	\$150 per hour, rounded up to nearest hour
Engineering Re-Inspection Fees	\$150 per hour, 2-hour minimum
Street Light Fee	\$10,000 per light
Street Sign Fee	\$300 per sign
Demolition	Up to \$500 plan review fee
Encroachment Permit	\$150 + \$1 per square foot



Jet Truck Work Request	\$190/hour – Minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 + \$150 per hour inspector is onsite past initial hour
Infrastructure Construction	Bond/Escrow account as determined by bid tabulation
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure	\$50
Use of City Barricades for Road Closure	\$300 refundable deposit per set of barricades
Additional plan review required by changes, additions, or revisions to any land use applications	\$65 per hour, half hour minimum
Special Planning Commission Meeting	\$390 per meeting

BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1 to \$1,300	\$48
\$1,301 to \$2,000	\$48 for the first \$1,300; plus \$3 for each additional \$ 100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000



\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$ 5,000,000; plus \$1 for each additional \$1,000 or fraction thereof
Residential Plan Review	25% of Building Permit Fee
Commercial Plan Review	35% of Building Permit Fee
Duplicate Plan Review	15% of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES

Inspections outside of normal business hours	\$48 per hour, two-hour minimum
Re-inspection	\$48 per hour
Inspection for which no specific fee is indicated	\$48 per hour, one-hour minimum



Additional plan review required by changes, additions, or revisions to plans,	\$85 per hour, one-hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	Included in Business License Fee
Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction

*Fines doubled for each subsequent infraction

IMPACT FEES

(Impact Fee Area Maps are found on the website)

Sewer Facilities	• Area A - \$539 • Area B - \$2,391 • Area C – RDA
Culinary and Irrigation Water Systems	• Area A - \$873 • Area B (RDA) - \$521
Roadway Facilities	• Area A - \$3,586 • Area B (RDA) - \$1,286
Storm and Ground Water	• Area A - \$222 • Area B - \$337 • Area C - \$237

PASS THROUGH FEES

Timpanogos Special Service District	Equal to TSSD's impact fee as dictated by their up-to-date Impact Fee Facilities Plan.
Orem Water Reclamation	Equal to Orem City's Water Reclamation as dictated in their up-to-date Consolidated Fee Schedule.



Orem Water Rights	Equal to Orem City's Water Rights as dictated in their up-to-date Consolidated Fee Schedule.
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All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.

WATER DEPARTMENT FEES

¾" Water Meter & Connection Fee	\$363
1" Water Meter & Connection Fee	\$495
1½" Water Meter & Connection Fee	\$775
2" Water Meter & Connection Fee	\$1,206
Water Lateral Inspection Fee	\$50
Water Meter Reconnect Fee	\$50
Utility Application Fee	\$20
Fire Hydrant Meter Rental Deposit	\$1625
Fire Hydrant Meter Penalty Fees	1 st missed read = \$50 2 nd missed read = \$100 3 rd missed read = \$200 Any missed reads after the 3 rd month will be penalized \$400 per month until meter is returned
Daily Rate – Fire Hydrant Meter	\$10/100 month
Water Rate – Fire Hydrant Meter	\$2 Per 1,000 gallons of water
Residential Construction Water	\$50 minimum
Non-Residential Construction Water	\$50 minimum
Illegal Connection to Water System	\$1,000 per occurrence



Community Development

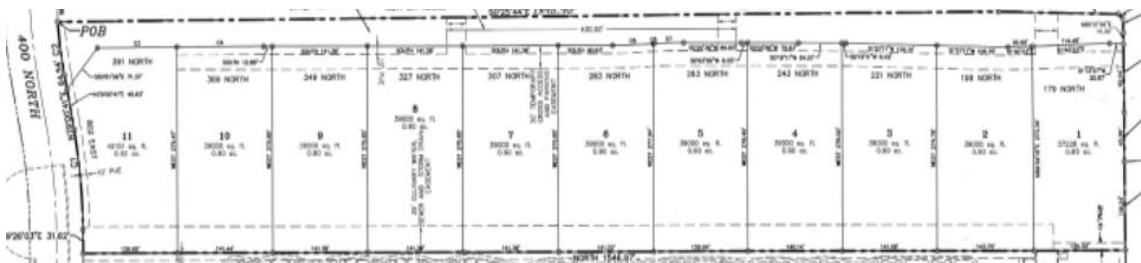
Date: June 29, 2022
From: Morgan Brim, Community Development Director
To: City Council
Item: 9.4 Public Hearing and Consideration of proposed Zoning Text Amendment and Zoning Map Amendment of new Geneva Road Mixed Use District
Applicant: Jason Boal, Urban Planner with Snell & Wilmer representing X Development
Location: Bounded by: 400 N. (North), Geneva Road (East), Edge Water Townhome Community (West), and former Parish Chemical Site (South)

BACKGROUND

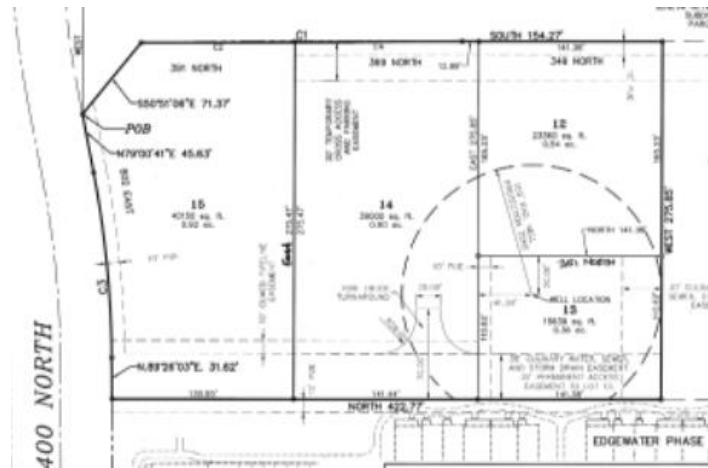
The subject property consists of two recorded commercial subdivision plats, Geneva Retail Frontage Subdivision consisting of 11 lots recorded in 2018 and an amended plat to lots 9, 10, and 11 titled Geneva Retail Frontage Subdivision Plat B. The amended plat recorded in 2021 for purposes of splitting lot 9 into two lots, an east and west split and retitled these as lots 12 (east) and 13 (west). Lot 13 was sold to Central Utah Water Conservancy District (CUWCD) for a new well site. During the drilling of the well, CUWCD found the water quality to be underperforming and is evaluating the possibility of bringing the quality levels to meet standards. At this point it is unclear how this property will be utilized. The applicant has indicated a desire to incorporate this lot into their concept should CUWCD be willing to sell. However, a representative from CUWCD stated during the Planning Commission public hearing on June 22, 2022, that they intend to move forward with the well site. Lots 10 and 11 from the 2018 plat were retitled as lots 14 and 15 under the amended 2021 plat.

Lot 1 is the only site that has been developed and houses O'Reilly Auto Parts retail establishment and is owned by Monica Properties LLC. During the Planning Commission work session in May, it was noted the property owner would need to provide a letter of authorization from the owner to be incorporated into the proposed district. Staff did not receive authorization resulting in the property's removal from the proposal. Additionally, Parcel A of the plat is for the future expansion of Geneva Road and will not be included in this application. The GRMU District includes all properties of the original plat other than lot one. The overall property size is approximately nine acres and currently zoned Regional Mixed Use (RMU).

2018 Plat:



2021 Amended Plat:



ANALYSIS

The applicant would like to add auto-oriented uses for servicing and repair on the south portion of the property adjacent to O'Reilly's Auto Parts. The RMU District allows car washes through a conditional use permit and prohibits auto uses like vehicle/equipment repair, sales, and rentals. The RMU District limited residential uses in 2009. In 2021, X Development applied for a zoning text amendment to allow for an increase of up to 2,350 units through approval of a development agreement which is currently being utilized in a mixed-use development on the north side of 400 North across from this subject property.

The GRMU, as proposed, allows for a residential density of 26 units per acre or up to 85 units per acre through a development agreement. A maximum of 30% of the district may contain standalone units. Auto uses like carwashes and minor repair are permitted, and vehicle and equipment rental and sales are conditional uses. Major vehicle and equipment repair are not permitted in this proposal. The majority of other uses pattern allowances provided in the RMU District. Street cross sections are provided for a proposed frontage retail road and street treatment of the Geneva Road corridor. Development standards and guidelines are proposed for architectural treatments, dimensional standards, heights, non-residential intensity, compatibility requirements, mixed use requirements, open space, parking, landscaping, block structure, ground floor activation, and building orientation.

Staff has worked with the applicant to refine their application and to ensure development standards are sufficient to mitigate potential detrimental impacts to adjoining residential properties to the west and city as a whole. Geneva Road will be the gateway visually to many visiting the city. It is in the best interest of the city to have this corridor well managed and maintained.

GENERAL PLAN

General Plan Analysis		
	Goals	Comments
Heritage + Cultural Resources	Enhance and promote the City's historical character to increase visitation and commerce throughout the City and to help all residents and visitors appreciate and connect with the past.	Not present in current proposal.
	Encourage developers to incorporate architectural features that underscore and celebrate the City's rich heritage and history.	The Design Intent section speaks to the character of the development as familiar, traditional setting for users while allowing a diversity of building styles that is both timeless and contemporary.
Land Use	Enhance Vineyard's identity as a community with a high standard of living, a diverse economy, and rich mixture of housing and recreation opportunities.	The district will allow for a wide range of retail, housing and auto-oriented uses. These are services needed by the community and will add employment opportunities.
	Encourage a pattern of growth that reflects the City's ability to efficiently provide necessary services and anticipates the resource needs of future generations.	The city is promoting services and shopping accessible by walkability. The project provides close access to several thousand residents within a 10-minute walking shed.
	Provide an adequate supply of public and private parking options in Vineyard.	Application states the planner will set parking minimums. Staff is concerned with this standard and believes it is too broad. Concrete standards need to be provided or parking requirements should mirror the off-street parking ordinance.
Open Space	Increase the amount of publicly accessed open spaces provided throughout Vineyard.	Private amenities will consist of 15% of residential areas. A minimum of 10% of the site area of the non-residential development will be set aside for open space and include areas like plazas, and outdoor seating. An open space concept has not been provided.
	Enhance, improve and connect existing bicycle and pedestrian trail network throughout the city and to the regional trail network.	Building standards provide for awnings and overhead cover to protect pedestrians from the elements on sidewalks adjacent to building facades. Trail corridors are not highlighted in the ordinance.

Economic Development	Establish criteria and methodology for reviewing, evaluating and updating City incentives to attract new businesses.	The project incentivizes mixed use-retail business by opening up auto-oriented uses.
	Ensure the City's long-term fiscal health by taking measures to establish a larger tax base of both property and sales tax revenues.	The proposal provides allowances for significant retail space.
	Establish zoning that encourages strategic, accessible and centralized economic centers that will integrate appropriately into the community.	The mixed-use function of the district is strategic in its location to encourage greater integration between the adjacent residential neighborhood and the mixed use portion of the project along 400 North.
	Focus future development and investment efforts on implementing the Town Center and Forge Special Zoning Districts while maintaining the intent of these districts to create distinctive walkable village centers.	This site is south of the Forge district and the Yard Development but will connect in character and development type on the north end of the GRMU district. Walkability will be a major aspect of the project.
Transportation	Provide multiple connections between neighborhood, city-wide and regional systems that safely and effectively move people through, into and out of the city while mitigating traffic congestion.	The development of the district will extend the 400 North ROW eastward. The applicant is considering providing a shared parking plan between Edge Water Townhomes. Pedestrian connections should be considered through the development wall separating the sites.
	Reduce auto dependency in Vineyard to improve air quality, reduce traffic congestion and enhance the quality of life.	The development of the northern portion of the district will be urban in nature and contain pedestrian facilities that connect with the building frontages. 400 North was delineated by the city for future light rail but the final decision of its location will be made by our MPO and Utah State officials.
	Adopt a Complete Streets Policy to ensure safe access for all users, including pedestrians, bicyclists, vehicles and transit riders of all abilities.	The city is redesigning 400 North to provide a complete street layout with enhanced pedestrian and bicycle facilities and mid-block and intersection crossings.

Moderate Income Housing	Encourage and promote affordable housing developments by incentivizing developers to build this type of housing.	As proposed, the zoning district provides significant opportunities for housing. Concerns have been expressed by community members and the Council regarding additional residential units in this portion of the city. The Council recently approved a zoning text amendment to add more residential on the north side of 400 North across the street from this project.
	Provide the framework for the successful integration of a mix of housing types in the community's various neighborhoods.	Same noted as above.

PLANNING COMMISSION

The Planning Commission reviewed this application two times, in a work session on May 18, 2022 and a public hearing on June 22, 2022. The Planning Commission provided several comments during the work session which the application incorporated into their draft GRMU district. During the public hearing, a representative from CUWCD expressed concerns regarding the potential for people entering their well site property located on lot 13 of the Geneva Retail Frontage Subdivision Plat B. Language in the ordinance has been amended clarifying that the northern parcels will have rear access through an alley that will circumnavigate lot 13. Following the public hearing, the Planning Commission forwards a positive motion of Ordinance 2022-09 with the 14 conditions of approval below. These conditions have been incorporated into the GRMU District text attached to Ordinance 2022-09.

1. Remove redundancy in Use Table regarding Vehicle and Equipment Rental.
2. Remove east access easement from mixed use building lots on north side.
3. Mixed use residential may be permitted through the approval of a development agreement on lots 8 of the Geneva Retail Frontage Subdivision plat and lots 12, 14 and 15 of the Geneva Retail Frontage Subdivision Plat B.
4. Remove residential as a permitted use.
5. Setbacks will be measured from property lines and not easements.
6. Amend to replace "Development Plan" with "Site Plan" and Planning Commission to be authorized for approval of site plan permits within the District.
7. City Engineer may approve underground stormwater facilities to count towards open space requirements if quality of open space recreational amenities is maintained.
8. Parking requirements of the zoning ordinance will be used. Remove city planner determination language.
9. Building located on the corner of 400 North and Geneva Road should have entrance located facing both streets.
10. Lighting shall be fully contained within the project site and not spill onto residential property.
11. 3-D architectural features shall be incorporated into all building elevations.
12. Similar architectural design and material shall be incorporated on all building elevations.

13. The vacuums shall be enclosed and setback 50 feet from residential property lines.
14. A noise study must be provided from a qualified professional submitted with the site plan that meets the existing noise ordinance.

CITY COUNCIL OPTIONS

Many options for action may exist for Ordinance 2022-09, however, staff has identified three primary options listed below.

1. The City Council may approve the ordinance as attached which incorporates the 14 conditions recommended by the Planning Commission. The Planning Commission did provide allowance of mixed-use residential on the four northern lots, not including lot 13 of the amended plat owned by CUWCD, through the provision of a development agreement. Some City Council members have expressed a desire to restrict residential in this district. Please note that residential has been removed as a permitted use. Allowing mixed-use residential on the north lots through a development agreement provides the city with significant land use control of this use. The City Council may require information like a conceptual plan, number of units and commercial square footage numbers, among other things, to help inform the City Council prior to making a decision. The City Council may also deny a development agreement request from the applicant to ensure the entire district is fully commercial in use.
2. The City Council may deny the application. This option would retain the Regional Mixed Use, RMU zoning district for the property. The same auto-oriented restrictions present today would exist.
3. The City Council may approve the proposed ordinance but further modify the district language to remove or add uses, development standards or modify the boundary of the GRMU District.

OPTIONAL MOTIONS

1. *"I motion to approve Ordinance 2022-09 Geneva Road Mixed Use Zoning Text Amendment and Zoning Map Amendment as presented in the staff report."*
2. *"I motion to deny Ordinance 2022-09 Geneva Road Mixed Use Zoning Text Amendment and Zoning Map Amendment."*
3. *"I motion to approve Ordinance 2022-09 Geneva Road Mixed Use Zoning Text Amendment and Zoning Map Amendment with the following modifications..."*

ATTACHMENTS

- Ordinance 2022-09 Geneva Road Mixed Use Text Amendment and Zoning Map Amendment

ORDINANCE NO.
2022-09

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH TO ADD A NEW ZONING DISTRICT, GENEVA ROAD MIXED USE DISTRICT TO THE SPECIAL PURPOSE ZONING DISTRICTS CHAPTER OF THE VINEYARD ZONING CODE, APPLYING TO A PORTION OF THE PROPERTY KNOWN AS LOTS 2-11 OF THE GENEVA RETAIL FRONTAGE SUBDIVISION PLAT, CREATING ALLOWABLE USES, ESTABLISHING DESIGN STANDARDS FOR MIXED USE DEVELOPMENT AND FOR AUTO-ORIENTED USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning Commission held a public hearing on June 22, 2022, and after fully considering public comment and staff analysis recommended approval to the City Council; and

WHEREAS: the City Council having reviewed the proposed text amendments, held a public hearing on June 29, 2022; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1: Proposed Geneva Road Mixed Use District

Section 2: Proposed Zoning Map

Section 3: REPEALER CLAUSE. All City of Vineyard Plans, which are in conflict herewith are hereby repealed.

Section 4: SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5: PUBLICATION. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect after

its passage, approval, and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the Mayor of Vineyard, Utah on this _____ day of _____ 2022.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder

Chapter 7 – Geneva Road Mixed Use

Sections:

- 7.02 Purpose**
- 7.04 Uses**
- 7.06 Site Plans and Building Design**
- 7.08 Development standards**
- 7.10 Design Guidelines**

7.02 Purpose

The Geneva Road Mixed Use (“GRMU”) District is intended to encourage a mixture of commercial, office and residential uses along the Geneva Road corridor. Development in the GRMU District is intended to provide more intense commercial uses, safe and attractive streetscape, and a compatible setting for residential and commercial development. The cross access between the lots in the GRMU is vital to the design and function of the District. The standards are intended to established objectives for the design of a mix of uses.

7.04 Uses

- A. Permitted Uses. Permitted uses shall be those identified under the RMU district in VZC 15.12.050 District Use Table of Allowed Uses in Non Residential Zoning Districts.
- B. Conditional Uses. Conditional uses shall be those identified under the RMU district in VZC 15.12.050 District Use Table of Allowed Uses in Non Residential Zoning Districts.
- C. Accessory Uses. Uses which are customary and incidental to the principal use of the property as approved by the City Planner.
- D. Prohibited Uses. Any use not listed in VZC 15.12.050 District Use Table of Allowed Uses in Non Residential Zoning Districts shall be prohibited.

7.06 Site Plans And Building Design

It is intended that development in the GRMU District (*Figure: The Geneva Road Mixed Use District Boundary Map*) will be subject to the following standards and regulations and Design Guidelines (VSP 7.10 – Design Guidelines).

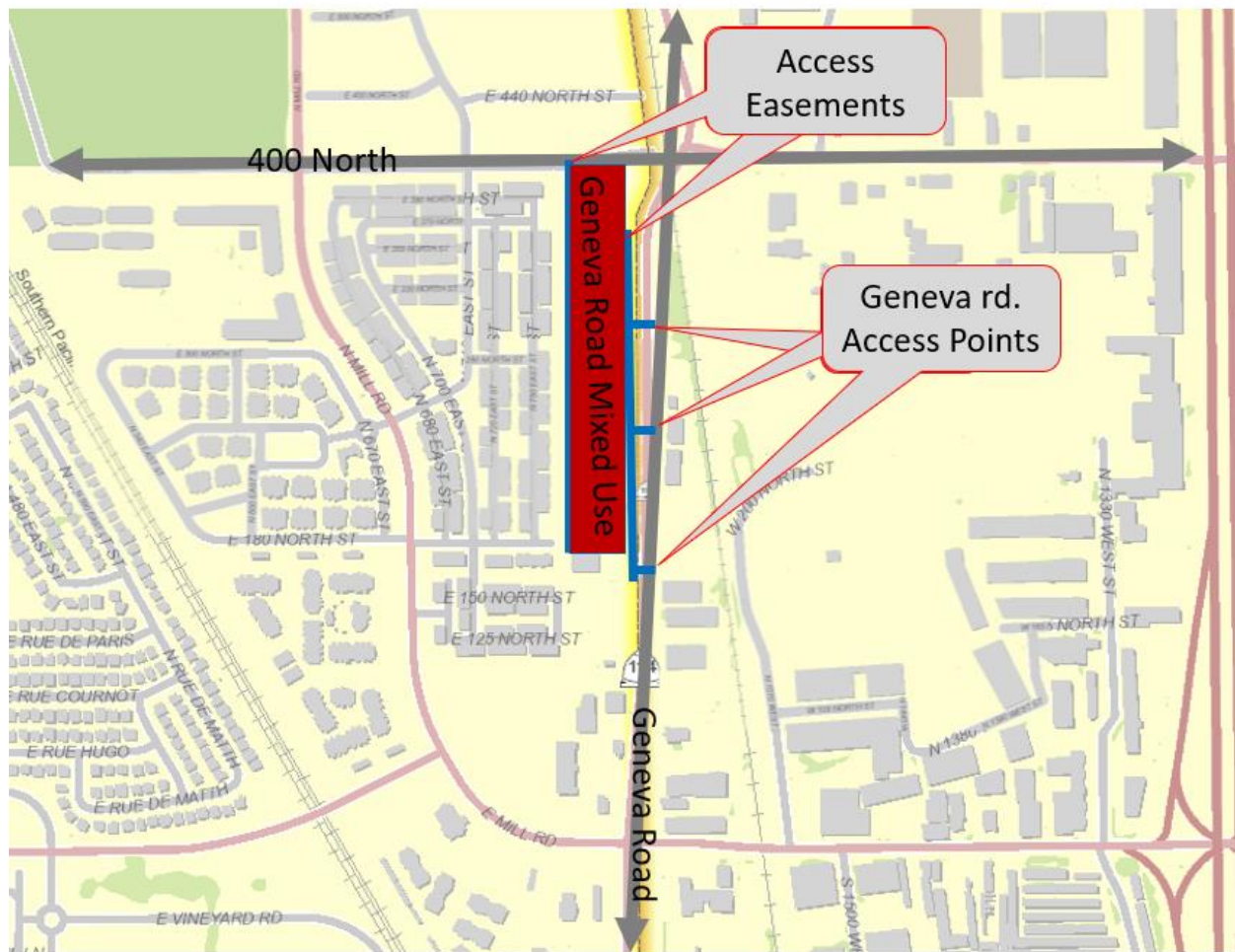
This will be accomplished by the following procedures:

1. **Individual Site Plans.** A site plan for each parcel shall be submitted for review and approval by Vineyard in accordance with VZC [15.36 Site Planning and Building Design Requirements](#). All other standards of the Vineyard Zoning Code shall apply. Individual site plans shall include a demonstration of how the proposed project will be consistent with The Geneva Road MU District and Design Guidelines, including the following:
 1. The proposed architectural and site design concepts including style, colors, type of materials and placement of structures.
 2. A description of the landscaping treatment, plant materials, fences, walls and other open space improvements.

Delete

Delete

Figure: The Geneva Road Mixed Use District Boundary Map



7.08 Development Standards

1. **Project Characteristics.** Development on the lots located in the GRMU District shall have the following characteristics:
 - A. Buildings which may accommodate one or more uses;
 - B. Predetermined right in/right out access points to Geneva Road will be utilized for access to Geneva Road.
 - C. Access will be provided to the lots via an eastern cross access drive and/or western cross access drive, an access point on 400 North and the approved access points on Geneva road;

2. **Minimum Acreage.** The minimum acreage for application of the GRMU District is five (5) acres.

3. **Residential Intensity.**

A. Mixed use residential projects may only be permitted through a Development Agreement, as provided for in Section 15.16 of this title, on lot 8 of the Geneva Retail Frontage Subdivision and lots 12, 14 and 15 of the Geneva Retail Frontage Subdivision Plat B. See Section 07.12 District Use Table and Table Note 8 for additional standards.

4. **Non-Residential Intensity.** There is no limit on the intensity of non-residential development as long as each development complies with the development standards of The GRMU District, any other applicable Vineyard Ordinances and the requirements herein.

5. **Building Height.**

A. No primary building within any district shall be erected to a height less than one (1) story entirely above grade.

B. No primary building shall be built to a height greater than sixty feet (60'). Building height is measured from the top of the back of curb to the highest point of the building or structure. See also the definition of "Building Height."

6. **Setbacks.**

A. Building Setback: The building setbacks in the GRMU district shall be measured from established property lines. The property contains easements that may further impact buildable areas.

1. Front Setback: Five feet (5') from the property line adjacent to Geneva Road.

2. Side Setback: There shall be no minimum internal side setback requirement from property lines. Street side setbacks on a corner lot shall be twenty feet (20').

3. Rear Setback: Ttwenty feet (20')

4. Landscaping, parking and drive areass are permitted in the rear setback area.

7. **Compatibility Requirements.** Development within The GRMU District shall be compatible with and preserve the character and integrity of adjacent land uses. Each development shall include improvements or modifications, either on-site or within the public rights-of-way, to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances or other similar adverse effects on existing adjacent land uses.

These improvements or modifications may include but shall not be limited to the placement or orientation of buildings and entryways, parking areas, buffer yards, the alteration of building mass, and the addition of landscaping, walls, or both.

- A. The main structure on Lot 11 of the Geneva Retail Frontage Subdivision, which is the corner lot on Geneva Road and 400 North, shall have a design that is comparable and compatible with the structures on the north side of 400 North.

8. Separation Between Industrial Uses. There shall be an appropriate separation between existing or planned industrial uses and planned residential uses to provide adequate safety and to avoid concerns with noise, odors, views, and other reasonable concerns as determined by the [Planning Commission](#) at the time of [Site Plan](#) approval.

9. Mixed Use Requirements

- A. Mixed-use development is a development in which land uses are mixed vertically and/or horizontally (such as with existing or planned adjacent land uses). The GRMU District shall comply with the following standards:
- B. Each development or project area shall connect to and be compatible with any adjacent development or project area.

10. Open Space. The GRMU District shall provide open space within the development as follows:

- A. [If mixed use residential is approved through a development agreement, a minimum of fifteen \(15\) percent of the site area of the residential development shall be set aside as recreation amenities. Such areas shall be used for tot lots, play fields, armadas, gardens, and other similar areas as approved by the Planning Commission during site plan approval. The City Council may require open space details to be submitted with the development agreement for their consideration.](#)
- B. All open space areas shall be owned and maintained by a property owners association or landowner. Areas greater than 5 acres in size may be dedicated to the City upon approval of the City Council.
- C. Detention and retention basins shall not be counted towards the Open Space requirements. [The city engineer may approve underground stormwater facilities to count toward minimum open space requirements if the quality of the open space recreational amenities is maintained.](#)

11. Parking. Parking shall [meet the requirements of Chapter 15.38 Parking and Loading Requirements](#). Shared parking agreements for property in the GRMU and adjacent to the GRMU are permitted.

12. Landscaping. A common landscape theme shall be established for each [Site Plan](#). All landscaping, including materials and quantities, shall be installed in accordance with the provisions of the Zoning Ordinance.

7.10 Design Guidelines

The following Design Guidelines have been adopted for The GRMU District.

1. **Introduction.** The GRMU District is approximately 9 acres located on the southwest corner of Vineyard Connector and Geneva Road. The proposed project may include retail, services, offices and restaurants. It may also contain a range of residential uses in order to provide vitality day and night, and opportunities to live close to work and to accommodate the multiple housing needs of the region.

The GRMU District is intended to provide an auto-oriented mixed use area that is compatible with Geneva Road and the surrounding uses.

The GRMU District will be implemented over time by a variety of individual builders. The urban design framework for the GRMU District will guide future development to ensure consistency and a high level of urban design quality. To be successful as a high energy, high density center, it will be important that fundamental principles of good urban design be followed in each project.

2. **Design Intent.** The general, overall character of the GRMU District should reflect the vibrancy of Vineyard. This character will bring about a familiar, traditional setting for users while allowing a diversity of building styles that is both timeless and contemporary.

3. **Block Structure**

- a. **Block Size:** the GRMU District is made up of a single block along Geneva road. This block length is approximately 1,400' in length.
- b. **Mid-Block Access points:** Per the Geneva Retail Frontage Subdivision, there are three (3) access points along Geneva Road. These access points will be necessary to ensure adequate vehicular circulation.

4. **Building Orientation and Climate Protection**

- a. **Building Orientation:** Buildings within the GRMU District should be oriented with a front facade facing Geneva Road.
- b. **Energy and Climate Orientation:** Buildings are highly encouraged to include passive solar and passive wind strategies.
- c. **Protective Porticos and Awnings:** Architectural elements that provide shade are encouraged to provide pedestrians a pathway that is enjoyable to use year-round and foster walking and social interaction. The climate in Utah Valley is such that in the summer months shade is preferred, and in the winter months protection from snow is preferred. Awnings that extend over the public right of way require a revocable permit and shall have at least eight feet (8') clearance above the adjacent sidewalk at all points, and shall not extend more than six feet (6') into the public right-of-way.

5. Ground Floor Activation

- a. Transparency: The first floor elevation facing a public street shall not have less than thirty percent (30%) glass or window surfaces.
- b. Entrances: Provide at least one operable building entrance per elevation that faces a public street. Buildings that face multiple streets are required to have one [entrance facing both streets](#).
- c. Wall planes: The maximum length of any continuous ground floor wall surface, uninterrupted by a change in material, setback or protrusion, will be thirty feet (30').
- d. Screening: All building equipment and service areas, including on-grade and roof mechanical equipment and transformers that would be visible from the public right of way, shall be screened from public view, or enclosed as to appear to be an integral part of the architectural design of the building

6. Architectural Character and Materials

- a. Building Character Organization: All buildings shall generally have a “base, middle, and top” character to avoid monotonous uniformity of single-material building walls. Differentiating buildings into these three components gives human scale and variety through change, contrast, and intricacy in facade form, color and/or material. Other scaling elements such as insets and projections are encouraged to break up flat or monotonous facades.
- b. Exterior Three-Dimensional Details: Three-dimensional details [shall be incorporated into all building elevations, these elements include](#) :
 1. Cornices, fascia, visible substantial window sills and headers, projecting bay windows, inset doors and windows and balconies.
 2. Recessed windows (all windows are encouraged to be recessed a minimum of three inches)
- c. [Similar architectural design and material shall be incorporated into all elevations of proposed buildings.](#)
- d. Building Materials: All materials shall be durable in nature and build on the multi layered history of the site. The following is a non-exhaustive list of materials that would meet this objective:
 1. Sandstone-based brick material - this is desired as a base material for the entire development and is of regional significance to the area;
 2. Brick with accent banding and symbols of various colors and patterns;

3. Visible steel support such as I-beam columns and spandrels, steel cable or rod suspension, decorative steel railings;
 4. Corrugated steel siding;
 5. Concrete foundations, columns, lintels, sills, loading docks;
 6. Large expanses of multi-paned glass windows, glass block, large display windows, skylights, greenhouses;
 7. Heavy wood timber columns and spandrel beams; and
 8. Wood, stone, corrugated metal, etc.
 9. Local materials are encouraged, whether as reclaimed materials from nearby projects or manufactured locally and support sustainable building practices.
 10. Other materials can be considered to minimize costs while achieving a similar aesthetic (e.g., concrete with an applied texture versus a brick wall) while out-of-character materials will be considered in special circumstances - such as iconic architecture - to bring additional variety and contemporary influences.
- e. Iconic Architectural Elements: Selected use of iconic architectural elements is encouraged at key locations that serve as focal points for the district. Examples might include:
1. Tower buildings fronting open spaces, plazas, or other gathering spaces.
 2. Architectural signage and marquees.
7. **Signage.** Signs shall be regulated by VZC 15.48 Signs
8. **Lighting**
- a. Street Lights: Street light fixtures used throughout the GRMU District for both automobile and pedestrian safety will meet the City's Street Light Design standards.
 - b. Outdoor lighting will be designed and installed to [be fully contained with the project site and](#) minimize light trespass off the property. [A photometric plan demonstrating proposed lighting intensity shall be submitted with the site plan.](#)
 - c. Architectural Lighting: Building illumination will meet the City's Lighting Standards and be limited to:
 1. Highlighting of specific building features
 2. Building and ground floor business names

3. Lighting of public walkways
4. Lighting of architectural features above the ground floor

9. Site Design and Access

- a. Rear Alley: A twenty foot (20') deep parking area along the rear of the property that is accessed from the rear alley for shared parking may be permitted.
- b. Northern Lots: The northern lots, [lot 8 of the Geneva Retail Frontage Subdivision and lots 12, 14 and 15 of the Geneva Retail Frontage Subdivision Plat B](#) shall be accessed by a rear alley. [Access will not be provided to the general public for lot 13 of Geneva Retail Frontage Subdivision Plat B.](#) Buildings shall be placed as close to Geneva Road as feasible and parking areas shall not be permitted in the front yard [along Geneva Road or between building elevations facing 400 North and the property line along 400 North.](#)
- c. Sidewalks: Sidewalks serve multiple purposes within an urban environment and should incorporate different activities including seating, outdoor dining, lighting, trash and recycling receptacles, bus stops and shelters, newsstands, utility boxes and shade trees between pedestrian walkways and traffic. A minimum eight feet (8') ADA accessible, unobstructed pedestrian walkway is required. This walkway shall be located in Parcel A and completed with the reconstruction of Geneva Road.
- d. Service and Storage: Consideration should be given to loading, delivery and transfer of merchandise, garbage collection, recycling, fire and utilities. Loading areas should be provided when appropriate. However, these functional needs should not compromise the visual character of the overall development or adjacent properties and will be subject to design evaluation and approval of the final legislative authority. Outdoor storage should be temporary and/or fully screened from the public right-of-way.
- e. Drive-thru Lanes: Drive-thru facilities in the GRMU will be subject to careful design evaluation and approval. In addition to the standards found in VZC 15.34.190, any drive-thru lanes in the GRMU are required to be designed with the following conditions:
 1. Be limited to four (4) bays or less;
 2. Feed into a single exit lane;
 3. Provide a ten foot (10') landscape buffer along a property line adjacent to residential uses. The buffer shall be landscaped in accordance with VZC 15.40.080.3.b;
 4. Provide a screening barrier to prevent headlights from the drive thru lane projecting onto residential property.

f. Car Wash Uses: Car wash uses in the GRMU will be subject to careful design evaluation and approval. Any car washes in the GRMU will have to meet the following standards:

1. Car wash uses are only permitted on the southern five (5) lots of the Geneva Retail Frontage Subdivision.
2. The car wash exit shall face Geneva Rd.
3. Any building containing a car wash shall be setback at least fifty feet (50') from the property line where the adjacent use is residential;
4. Outdoor vacuums shall be enclosed and placed at least fifty feet (50') from a property line where the adjacent use is residential;
5. Provide a ten-foot (10') landscape buffer along a property line adjacent to residential uses. The buffer shall be landscaped in accordance with VZC 15.40.080.3.b;
6. Provide a screening barrier to prevent headlights from the drive thru lane projecting onto residential property;
7. The hours of operation for a car wash in the GRMU District shall be 7 AM to 9 PM, including vacuums;
8. A noise study shall be submitted with the site plan application conducted by a qualified professional demonstrating compliance with noise ordinances of Vineyard Municipal Code.

g. Light Vehicle Repair Uses: Light Vehicle Repair uses in the GRMU will be subject to careful design evaluation and approval. Any car washes in the GRMU will have to meet the following standards:

1. Light Vehicle Repair uses are only permitted on the southern five (5) lots of the Geneva Retail Frontage Subdivision;
2. Light Vehicle Repair exit doors shall not face adjacent residential uses;
3. Any building containing Light Vehicle Repair shall be limited to four (4) bays;
4. Vehicle repair bay doors shall be closed when repairs are happening in that bay;
5. No in operable vehicles shall be parked/stored on site;

6. Provide a ten-foot (10') landscape buffer along a property line adjacent to residential uses. The buffer shall be landscaped in accordance with VZC 15.40.080.3.b;
 7. Provide a screening barrier to prevent headlights from the drive thru lane projecting onto residential property;
 8. The hours of operation for a Light Vehicle Repair Use in the GRMU District shall be 7 AM to 9 PM;
- h. Screening: Screening techniques should be utilized throughout the GRMU District for any activity or storage that should be kept from public view. This may include any combination of building design, landscaping and berming, and/or location and will be subject to design evaluation and approval of the site plan. Typical areas that should require screening may include:
1. Outdoor Storage
 2. Refuse Containers
 3. Surface Parking
 4. Loading Areas (adjacent to roadways)
- i. Enclosures: Enclosures should be located to provide easy access for users, adequate space for servicing by refuse trucks, and visibility for safe vehicle circulation.
1. Enclosure materials and colors should be consistent with, and complementary to, building materials and finishes.
 2. Refuse containers should be conveniently located throughout the project, yet sufficiently buffered from project entries, main building entries, and main pedestrian paths.

07.12 District Use Table*

ZONING DISTRICT USES		GRMU
RESIDENTIAL ⁸	Clinical Support Housing	N
	Mixed-Use Residential	N 9
	Dwelling Single-Family	N
	Dwelling, Two-Family	N
	Model Home or Unit	N
	Residence for Persons with a Disability	N
	Residence for Persons with a Disability that are Substance Abuse Facilities located within 500 feet of a school	N
	Residential Facility for Elderly Persons	N
	Residential Lease, Short-term	N
COMMERCIAL	Agriculture, Commercial	N
	Animal Hospital	C
	Billboard	N
	Cannabis Production Establishment	N
	Car Wash	P
	Chemical Manufacture, Storage, and Distribution (Existing)	N

Commercial Day Care/Preschool Center	C
Commercial Plant Nursery	N
Commercial Recreation, Indoor	C
Commercial Recreation, Outdoor	N
Composting Facility	N
Construction Sales and Service	N
Contractor's Office/Storage Yard	N
Distribution Center	N
Drive-thru Facility	P ₇
Dry Cleaning	P
Financial Institution	P
Flammable Liquids or Gases Manufacture, Storage and Distribution	N
Funeral Home/Mortuary	N
Golf Course	N
Health and Fitness Facility	P
Hotel	C
Hybrid Production Facility	C
Kennel, Commercial	N
Kennel, Outdoor Commercial	N

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	Laundry, Commercial	P		Salvage Yard	N	
	Laundry, Self Serve	P		Sexually Oriented Business	N	
	Manufacturing, Heavy	N		Storage - Self Service Mixed-Use Facility	N	
	Manufacturing, Light	N		Storage - Self Service	N	
	Medical and Dental Clinic	P		Storage of Recreational Vehicles	N	
	Medical or Dental Laboratory	P		Trailer/RV Camping Facilities	N	
	Motel	C				
	Motor Vehicle Fueling Station	P				
	Nightclub	C		Vehicle and Equipment Repair (Major)	N	
	Nursing Care Facility	C		Vehicle and Equipment Repair (Minor)	P	
	Nursing Home, Convalescent Care	N		Vehicle and Equipment Sale and Rental New or Used (Heavy)	C	
	Office	P		Vehicle and Equipment Sale or Rental New or Used (Light)	C	
	Pawnshop	N		Warehouse	N	
	Personal Care Services	P		Warehouse Club	N	
	Personal Instruction Service	P		Wholesale Distribution	N	
	Pharmacy	P		PUBLIC AND INSTITUTIONAL	Assembly, Place of	C
	Pharmacy, Medical Cannabis	N			Commuter and Light Rail Facilities and Station	P
	Private Club	C			Earth Station (Satellite Dish Farm)	N
	Restaurant	P				
	Retail Sales and Services	P				
	Retail Sales and Services (Community Commercial)	P				
	Retail Sales and Services (Regional)	P				

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	Educational Facility	P
	Emergency Care Facility	P
	Environmental Remediation Activities	P
	Farmers' Market	C
	Helipoint	N
	Hospital	C
	Liquor Store (State Owned)	C
	Major Facility of a Public Utility	N
	Minor Facility of a Public Utility	C
	Museum	P
	Open Space and Trails	P
	Parks and Associated Facilities	P
	Park and Ride Facility	N
	Power Plant	N
	Public Use	C
	Recycling Collection Center	N
	Recycling Processing Facility	N
	Transit Passenger Hub (Intermodal)	P
	Wireless Telecommunications Site/Facility	C ₂
ACCESSORY USES	Accessory Building	N
	Accessory Dwelling Unit	N

	Accessory Dwelling Unit for Owner or Employee	N
	Accessory Use	P
	Billboard	N
	Domestic Livestock and Fowl	N
	Home Day Care (one to seven children)	N
	Home Day Care (eight to ten children)	N
	Home Occupation	N
	Home Preschool (one to seven children)	N
	Home Preschool (eight to ten children)	N
	Household Pets, Noncommercial	N
	Open/Outdoor Display of Products or Merchandise	N
	Seasonal Use	T ₅
	Sign - Temporary	T ₆
	Swimming Pool	P ₂
	Temporary Use	T ₅
	Tennis Court/Sports Court	N

1. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in VZC 15.60 of this ordinance are permitted.

2. See VZC 15.34 for additional use development standards.

3. Use is allowed as an accessory use to a principle use.

4. Use shall not exceed 25% of the net square footage of a single building or development.

5. See VZC 15.26 for additional use standards.

6. See VZC 15.48 for signage requirements.

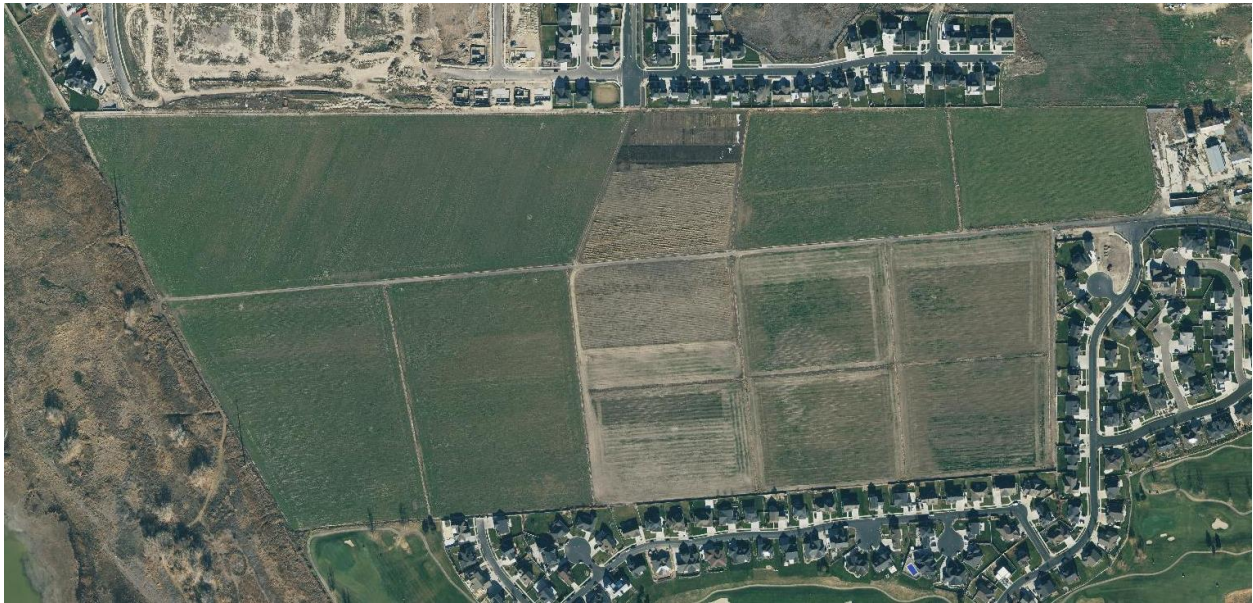
7. In accordance with the District Use Table above, drive-thru facilities complying with all standards listed in Section 15.34.190 Part 1 through 11 of the VZC are considered a permitted use. Drive-thru facilities containing a drive aisle between the building's front façade and the front property line shall require the approval of a conditional use permit. See Part 12 of Section 15.34.190 of the VZC.

8. Mixed-Use Residential may only be permitted by the City Council through approval of a development agreement. The City Council may only approve Mixed-Use Residential that is incorporated into a mixed-use building containing commercial uses located on the ground floor facing the street in which it fronts. Mixed-Use residential will be limited to lot 8 of the Geneva Retail Frontage Subdivision Plat and lots 12, 14 and 15 of the Geneva Retail Frontage Subdivision Plat B.



Community Development

Date: June 29, 2022
From: Morgan Brim, Community Development Director
To: City Council
Item: 9.5 Public Hearing and Consideration of Holdaway Farms Development Agreement
Location: Former Clegg Farm South of Main Street Terminus and west of 400 South Terminus
Applicant: Cadence Homes and Goodboro Homes



BACKGROUND

The city recently approved a zone change for the former Clegg Farm development to accommodate a neighborhood plan of the proposed Holdaway Farms development. The attached development agreement among other things, provides timelines for infrastructure, phasing of residential units, city participation of collector roads, and development process considerations. The applicant has submitted a preliminary plat for the development and plans to submit final plats for each phase as the project develops.

PLANNING COMMISSION

The Planning Commission held a public hearing on June 22, 2022 and received one public comment from a resident. It was suggested the city widen 400 South from Holdaway Road to Geneva Road to a 77-foot right-of-way to accommodate traffic.

The Planning Commission forwards a positive recommendation of Ordinance 2022-10 to the City Council with an amendment to clarify the overnight parking program utilize the parking permit format. This change has been incorporated into the development agreement.

PROPOSED MOTION

"I motion to approve Ordinance 2022-10 Holdaway Farms Development Agreement."

ATTACHMENTS:

Proposed Development Agreement

ORDINANCE NO.
2022-10

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH TO ESTABLISH A DEVELOPMENT AGREEMENT BETWEEN VINEYARD CITY, CADENCE VINEYARD 400, LLC AND GOODBORO VINEYARD HOLDAWAY, LLC, TO ESTABLISH INFRASTRUTURE TIMELINES AND CITY PARTICIPATION, PHASING OF OPEN SPACE, RESIDENTIAL UNITS AND TRAILS, PROVIDING A PROJECT DESCRIPTION, ZONING AND DENSITY, ESTABLISHING PARAMETERS FOR EASEMENT AND PUBLIC UTILITIES, STORM WATER DETENTION, ROADWAY TYPES, MUNICIPAL SERVICES AND CITY PROCESSES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Vineyard is authorized to enter into a development agreement with for the betterment of the public with land developers; and

WHEREAS, the Planning Commission held a public hearing on June 22, 2022, and after fully considering public comment and staff analysis recommended approval to the City Council; and

WHEREAS: the City Council having reviewed the proposed text amendments, held a public hearing on June 29, 2022; and

WHEREAS the City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed development agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1 Attached: Development Agreement

Section 2: REPEALER CLAUSE. All City of Vineyard Plans, which are in conflict herewith are hereby repealed.

Section 3: SAVINGS AND SERVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: PUBLICATION. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 5: EFFECTIVEDATE. This Ordinance shall be in full force and effect after its passage, approval, and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the Mayor of Vineyard, Utah on this _____ day of _____ 2022.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder

When recorded, return to:

Parcel ID: [_____]

DEVELOPMENT AGREEMENT
(Cadence / Goodboro Vineyard Project)

This Development Agreement (the “**Agreement**”) is entered into the ____ day of _____, 2022 (the “**Effective Date**”), by and between Vineyard City, a Utah municipal corporation (the “**City**”), and Cadence Vineyard 400, LLC, a Utah limited liability company (“**Cadence**”), and Goodboro Vineyard Holdaway, LLC, a Utah limited liability company (“**Goodboro**,” and together with Cadence, “**Developer**”). Each of the City and Developer are sometimes referred to in this Agreement as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

A. Developer owns approximately 92 acres of land located within the boundaries of the City, as more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Developer desires to develop the Property in accordance with the neighborhood plan attached hereto as Exhibit B and incorporated herein by this reference, which has been approved by the City (as the same may be revised, amended or modified the “**Neighborhood Plan**”), including all future improvements to be located therein (the Property, together with all such improvements, is referred to as the “**Project**”), which Neighborhood Plan, for purposes of clarity, does not include the church-owned properties located within or adjacent to the Project.

C. The Property is subject to the City’s Laws, including without limitation the City’s Zoning Code (section 15.02 et seq.), and specific provisions on Development Agreements (section 15.16 et seq.), pursuant to which this Agreement may control over certain provisions of the City’s Laws with respect to matters set forth herein.

D. The lots associated with the Project will be developed into (i) 295 single-family detached residences, of which approximately 127 single-family detached units will be in an age-restricted community (depicted as those lots colored orange on page 2 of the attached Neighborhood Plan), and (ii) one or more parks, trails, alleys, local amenities, and other uses, all as more particularly described and depicted in the Neighborhood Plan and in this Agreement.

E. The City Council has reviewed this Agreement and determined that it is consistent with the Municipal Land Use, Development, and Management Act, Utah Code Section 10-9a-101, et seq. (the “**Act**”), the Ordinances (defined below), and the City of Vineyard General Plan, and that this Agreement provides for and promotes the health, safety, welfare, convenience, aesthetics,

and general good of the community as a whole. This Agreement does not contradict, and specifically complies with, and is governed by the Act. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties agree are contractual in nature and are not merely recitals, and the goals of the City and Developer, which include the coordinated development of the Project to achieve a development of the highest quality, the Parties agree to be legally bound as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to reduce to writing the respective understandings and agreements of the Parties with regard to the development of the Project and implementation of the Neighborhood Plan. To the maximum extent permissible under the laws of Utah and the United States, it is the intent of the City and Developer that this Agreement incorporates the uses and density rights granted to Developer and the Project pursuant to the Neighborhood Plan, including Developer’s “vested rights” pursuant to the Act as reflected in the Neighborhood Plan. All Plats (defined below) for the Project are subject to the ordinances, regulations and policies of the City governing the development of real property within the City as of the Effective Date, including the Zoning Ordinance (defined below) (collectively, the “**Ordinances**”), provided that any conflict between the Ordinances and the provisions of this Agreement shall be controlled by this Agreement.

3. Definitions. In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

(a) “City’s Laws” means, collectively, all City ordinances, rules, and regulations, including the provisions of the City’s General Plan, the City’s Zoning Code, the City’s engineering and development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

4. Allowed Uses and Approval.

(a) The uses allowed within the Project, as specified in the Neighborhood Plan, are incorporated into this Agreement. All Plats shall be reviewed, and approved or denied by the City, in accordance with the procedures of the Ordinances in effect when the application for the respective Plat is determined to be complete, provided that any conflict between the Ordinances and the provisions of this Agreement shall be controlled by this Agreement. Upon the approval of the Neighborhood Plan by the City, Developer received a vested right to develop the Project as described herein and in accordance with the Neighborhood Plan, subject to Developer’s compliance with the Zoning Ordinance and other Ordinances not inconsistent with this Agreement.

(b) In accordance with the Ordinances, Developer will submit preliminary and final subdivision plats (each a “**Plat**” and collectively the “**Plats**”), consistent with the

Neighborhood Plan and this Agreement, whether in one submission or a series of submissions associated with phased development, and all other documentation required and deemed necessary by the City for compliance of the Project with the Ordinances. The Plats shall include all improvements required by this Agreement, in accordance with the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), including setbacks, infrastructure, utilities, landscaping, open space, easements, grading, drainage, fences, sound barriers and architectural design as necessary under the Ordinances to obtain City approval. In the event that the City rejects or requests modifications to a Plat due to inconsistency between such Plat and the Neighborhood Plan or this Agreement, Developer shall cause a new or corrected Plat to be prepared and submitted to the City. All portions of the Project must be developed in accordance with the approved Plats, the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), and those specific approvals that Developer may request and the City may hereafter approve.

(c) Developer shall provide all documents and information necessary for the issuance of building permits by the City, including specific construction plans and specifications for all required Project improvements. Developer agrees to provide appropriate and complete applications to the City for review. If Developer provides an incorrect or incomplete application, the City shall notify Developer that such application is incorrect or incomplete in accordance with the City's Zoning Code after Developer provides such application. Upon receipt of a complete application, the City agrees to process application(s) in accordance with City's Zoning Code and policy. The City has no obligation to review incomplete or non-conforming applications.

5. Description of Project; Zoning; Density.

(a) The Property, is identified on Exhibit A attached hereto. Any further changes to the legal description of the Property shall be authorized only upon written amendment to this Agreement, in accordance with the terms hereof. The Neighborhood Plan is identified on Exhibit B attached hereto, which includes the locations, uses, density, and other specifications of the Project, including approximate location of parks, trails, open space, amenities, road and street systems, alleys and other improvements and uses designated therein.

(b) Developer intends to develop the Project in accordance with the City's Holdaway Farms Special District residential zone, which zoning ordinance is set forth on the attached Exhibit C (the "**Zoning Ordinance**"). The Zoning Ordinance permits the development of the Project, in terms of allowed uses and allowed densities, consistent with this Agreement, including without limitation the Neighborhood Plan.

(c) Whenever required by this Agreement to design, construct, install, operate, or maintain any infrastructure, improvements, facilities, or services, the City and Developer agree to comply with the Ordinances or the requirements of the applicable service provider or agency, with authority, as applicable, for such design, construction, installation, operation, or maintenance, in effect at the time a Plat is determined complete.

(d) The Neighborhood Plan and the Zoning Ordinance shall provide the density basis for all Plats presented to the City. The maximum total base residential dwelling units allowed within the Project are set forth in the Zoning Ordinance and the Neighborhood Plan.

6. Phase Development. The Project will be developed in phases as set forth in Exhibit D, and the same may be modified by the Plats, (the “Phasing Plan”) as approved by the City. Phasing of the Project shall take into account and be accomplished so as to ensure continuity and orderly development of the Project, coordination in connection with the installation of infrastructure improvements, future road and utility capacity needs, availability of access to all portions of the Project and related considerations. The phasing of the Project shall be constructed as presented in the approved neighborhood plan. At a minimum, open space and park areas shall be constructed with amenities, parking, and infrastructure as indicated in the Neighborhood Plan. A site plan for each park space shall be approved by the Planning Commission and City Council. Park spaces shall be completed and receive final approval from the City as follows: Entrance Park to be completed prior to issuance of the 103rd certificate of occupancy, Community Park to be completed prior to issuance of the 162nd certificate of occupancy, and Neighborhood Park to be completed prior to the issuance of the 221st certificate of occupancy. The club house, pool, and associated private amenities of the age-restricted community shall be constructed and completed prior to the issuance of a certificate of occupancy of the 63rd unit within such age-restricted community.

7. Dedication and Easements. All dedications and easements required as part of Plat approval in favor of the City or other service provider or agency under the terms of this Agreement shall be provided to the City or other service provider or agency at the time of Plat approval or at an earlier time as may be agreed to by the City and Developer and/or other service provider or agency.

8. Public Utilities. Developer shall pay for the construction and installation of utilities within the Project as may be required to service the Project under applicable law, including all municipal water and sewage services to the Property, and all electrical lines, natural gas lines, telecommunication and cable television lines, and so forth (collectively, the “**Utilities**”). With respect to those Utilities already in place and adjacent to the Property, the Developer shall make all connections at similar or corresponding sizes; provided however, that if any connection is larger than that which would be required to service the Project under applicable law and as established by an engineering study approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, or to the extent the City otherwise requires any enlargement of the Utilities in excess of the minimum requirements to service the project under applicable law, the City shall bear the incremental cost of such upsizing. The City agrees to allow Developer to connect the Project to the City’s municipal water systems, the City’s off-site wastewater lines and mains, and sewer lines, lift stations, and other facilities in conformance with applicable design, construction and engineering standards and requirements and to provide the Utilities services to the Property with sufficient capacity to service the Project. The City agrees to cooperate with Developer, and to take all reasonable actions necessary to provide the Utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. All impact fees charged by the City in connection with the

development of the Property and the approval of Plats shall be calculated based on the City's impact fee schedule as in effect on the Effective Date.

9. Storm Water Detention. Developer acknowledges and agrees that it shall be responsible for the financing and construction of storm water detention facilities of an adequate size to handle on-site storm water runoff generated by the Project. To the extent that storm water detention facilities or other storm water infrastructure improvements are required by the City to be sized to accommodate storm water runoff generated off-site from the Property, the City agrees to pay for the additional costs necessary to create sufficient excess capacity to handle storm water runoff generated off-site, the improvements for which shall be located within the areas designed by Developer and approved by the City. The final design and configuration of the detention facilities shall be subject to approval, as applicable, by the City, Utah County, the applicable flood control board, and Developer as part of the Plats. The storm water detention facilities shall be dedicated and transferred to the City upon completion, except for those storm water detention facilities that are located within that portion of the Property affected and maintained by a private homeowners' association, as reasonably determined by the City Engineer and submitted to the City Council for approval with the Plats. Storm water facilities dedicated to the City shall not be considered as open space or park space, either fully or partially; provided however, that underground storm water facilities may be located beneath open space and park space with approval by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, assuming such siting won't interfere with other uses of said open space or park space.

10. Roads. Except as otherwise provided below, Developer agrees to improve, dedicate and convey to the City, at no charge to the City, such land and rights-of-way (including temporary construction easements) as necessary for the roads, sidewalks, and curbs and gutters located on the Property as set forth on the Neighborhood Plan (collectively, the "**Roads**"). Developer agrees that it shall be responsible for financing and construction of Roads within the Property of an adequate size to handle traffic generated by the Project itself as reasonably determined by the City Engineer and in conformance with the City's Laws. The final design and configuration of the Roads shall be consistent with the Neighborhood Plan and shall be subject to approval, which approval shall not be unreasonably withheld, conditioned or delayed, by the City and Developer as part of the Plats. Upon satisfactory completion of construction, inspection, and acceptance by the City of any Roads that are constructed by Developer, such Roads shall be transferred to the City. Notwithstanding the foregoing, (a) to the extent the City requires the Developer to "upsized" any Roads beyond the size required to provide an adequate level of service or that which is designated and described in the approved Neighborhood Plan, the City shall be responsible for all construction costs related to such upsized Roads in excess of the construction costs that would otherwise be expended if such Roads were developed to the size necessary to achieve an acceptable level of service or to be consistent with the approved Neighborhood Plan., which level of service shall be determined by a Traffic Impact Study (TIS) submitted to and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed; and (b) in the event the City requires any of the Roads to be constructed earlier than indicated in the attached Phasing Plan, (i) the City shall fund the construction activities and all such construction costs that result directly from changing the Phasing Plan, and (ii) Developer will reimburse the City for its share of approved construction costs, excluding costs attributed to upsizing such Roads, through impact fees, assessments, or payments of money, as agreed to between the City and Developer. Prior to incurring any additional costs due to upsizing Roads, the Developer shall provide itemized costs

estimate to the City Engineer for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, to enter into an agreement between the City and Developer. Such construction costs shall include, without limitation, any design, engineering, labor, materials, and other associated costs and expenses, but shall exclude internal costs of Developer and City personnel. The City shall not be obligated to pay any costs for which it did not receive and approve a cost estimate in advance.

(a) Developer shall construct all roadway improvements on 400 South (from Lake View Drive west to Main Street) and on Main Street (from 400 South north to the northern border of the Project) as a seventy-seven-foot (77') Parkway Street (collectively, the "Parkway Streets") according to the specifications, cross section, and other descriptions of such roadway improvements in the Neighborhood Plan. The City recognizes that, according to the May 2, 2022 Cross Section Analysis performed by Hales Engineering, a copy of which is attached hereto as **Exhibit "X"** and incorporated herein by reference, seventy-seven feet is wider than would be necessary to provide an adequate level of service for traffic impacts resulting from the Project directly. Developer estimates the cost of upsizing the Parkway Streets to be approximately Two Hundred Twenty-Five Thousand Dollars (\$225,000). To pay for the increased cost of upsizing the Parkway Streets, the City agrees to reimburse Developer for its actual costs of constructing the Parkway Streets street up to a not-to-exceed cost of Two Hundred-Fifty Thousand Dollars (\$250,000). Developer shall bear any actual costs in excess of this not-to-exceed amount.

(b) An "Alley" is defined as a paved road section that that is dedicated as a secondary means of access to an abutting property. Alleys constructed as part of the Project shall be dedicated to a private homeowners' association and maintained by the same. In the event that a private homeowners' association is unable to maintain the Alleys, then the Plats shall be recorded with each Alley dedicated to the homeowner directly abutting each Alley. The City shall not accept dedication of any Alley of the Project.

(c) The City shall approve on-street parking along the public roads of the project if such parking does not encroach into the established travel lanes. Developer shall enter into the City's overnight permit street parking program and, accordingly, shall limit on-street parking to roads as defined by the terms of that program. This overnight, on-street parking shall not be considered as approved parking towards applicable City parking requirement standards.

(d) The Developer shall coordinate with the City and the developer of the property adjacent to the Property's northern border (Home Center) to stub a Road connection to East Zinfandel Lane from the Project prior to the City's issuance of the 103rd certificate of occupancy in the overall Project. This connection shall be paid for by the developers of the respective properties.

(e) The Developer shall conduct a traffic calming study and provide engineering recommendations to the City Engineer for East Zinfandel Lane, to include the street section within the City's maintained section. The Developer shall incorporate traffic impacts from and due to the Project when evaluating and providing recommendations.

11. Reimbursement. Developer agrees to construct the upsized public utilities and roadway improvements required by this Agreement according to the timeframes contained in the

Phasing Plan. Developer will furnish, or cause to be furnished, all labor, equipment, materials, manpower, and supplies which are necessary to adequately and completely construct these improvements. No materials, supplies, labor, or equipment will be furnished by the City unless agreed to in writing by the City. Developer shall construct or cause the improvements to be constructed in a workmanlike manner. The Developer shall have the responsibility to pay its contractor(s). Payment will be made to the Developer from the City in a lump sum payment at the end of constructing the improvements and acceptance by the City. The Developer shall be paid within sixty (60) days following the day in which a billing statement is received by the City from the Developer. To mitigate against disputes over the cost of the public utility improvements, the Developer shall submit the contractor's estimate for the cost of the Work to the City for pre-approval, which pre-approval shall not be unreasonably withheld, conditioned or delayed. The City shall reimburse the actual cost of the roadway improvements, not to include Developer's profits. Under no circumstance shall the City be responsible for any costs for roadway improvements exceeding TWO-HUNDRED-FIFTY-THOUSAND DOLLARS (\$250,000.00). For public utility work, the Developer may add five percent (5%) to the engineered estimate as a contingency. The City will review and approve, which approval shall not be unreasonably withheld, conditioned or delayed, the estimate to avoid any dispute about eligible expenses after the fact. Reimbursement will be for actual costs. If costs remain within the pre-approved amount, including contingency, then the City will reimburse such costs without question or delay. Payment of the costs shall be non-refundable.

12. Municipal Services. The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project as required by applicable law and at the same levels of services, and on the same terms and rates as provided to other residents and properties in the City. Service levels and availability shall be determined by the City during its review and approval of the Phasing Plan. The City may choose not to provide services to any areas outside the approved Phasing Plan unless accepted and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall not construct any areas in which emergency services cannot obtain reasonable access to provide services. The parties acknowledge and agree that Developer may be required to provide secondary emergency access over a temporary construction road during the first phase of the Project.

13. Parks and Open Space. Developer agrees to provide the parks, open space, trails and buffer areas generally as set forth in the Neighborhood Plan. The City agrees that the final size and location of parks, open spaces, trails and buffer areas shall be determined in the Plats, but shall be as generally identified in the Neighborhood Plan. The open space may include recreational areas, pedestrian and bicycle trails, neighborhood parks, and commonly maintained natural or landscaped areas, as approved by the City, which approval shall not be unreasonably withheld. Upon complete construction of such open space, Developer shall convey, dedicate, and/or donate to the City, at no cost to the City, and the City agrees to accept and receive such completed open space areas, in accordance with the City code, as shown on the Plats, after which the City shall be responsible for the maintenance of such dedicated open space and any improvements thereto. As part of the Plats and as applicable under the City Ordinances, Developer agrees to submit an open space plan to the City for its review and approval in connection with the Plats. The developer shall

coordinate with Home Center Construction to extend the planned mid-block crossing into the Sycamores neighborhood as shown in the Neighborhood Plan. The Parties acknowledge and agree that the park depicted in the Neighborhood Plan in the northeast area of the Property shall be developed as a park or public use as determined by the city.

14. City and Other Governmental Permits. The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the approved Plats; (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City; and (c) promptly meet and consider such actions as required by the Act, applicable Ordinances and the Utah Open Meetings Act to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. Before commencement of construction or development of any improvements on the Property, Developer shall, at its expense secure any and all permits which may be required by any other governmental or quasi-governmental agency having jurisdiction over the work or affected by its construction or development. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied._

(a) Environmental Permits. The Developer understands there may be environmental permits required to develop the Property and shall coordinate with the appropriate state and federal agencies regarding construction activities which may impact the adjacent protected lands (e.g., wetlands). The Developer shall be responsible for all costs associated with environmental study, permits, and additional construction costs as determined by the cognizant state and federal agencies. The Developer shall provide the City with all applicable forms, permits, documentation from those state and federal agencies establishing its work in accordance with those agencies. The Developer understands that any buffers established by those state and federal agencies along protected areas shall be at the expense of the Developer and shall not be reduced from the open space or park areas established in the Neighborhood Agreement, City Laws, or this Development Agreement.

15. Developer Easement and Restrictive Covenants. Developer covenants and agrees that, prior to the closing of Developer's construction loan for the Project, if any, Developer shall, as part of its development of the Project and/or for the benefit of the City, perform or cause to be performed the following: (a) record any restrictive covenants on the Project as provided in the Plats, in form and content consistent with the Neighborhood Plan and reasonably satisfactory to the City; and (b) record any easement on the Project as provided in the Plats, in form and content reasonably satisfactory to the City, for all other public improvements and public utility easements. Developer shall provide the City with a proposed form of each of the foregoing easements and restrictive covenants at least thirty (30) days prior to the submission of the Plats to the City. The City shall provide comments within ten (10) business days of receipt of such proposed forms. The consent of the City to the forms of easement and restrictive covenants shall not be unreasonably withheld. The City acknowledges that the form of easements and covenants described in this section will also be subject to the review and consent of the lender providing construction financing

for the Project, if any, and the City agrees that the City's consent to changes requested by such lender will not be unreasonably withheld.

16. Construction and Inspection. The Project shall be developed by Developer in accordance with the City's Laws, the development standards of the City, and the Neighborhood Plan. Developer shall construct, or cause to be constructed, all improvements on the Project in conformity with all applicable federal, state and local laws, ordinances, rules and regulations. "As built" drawings of public infrastructure improvements for the Project shall be provided to the City without cost and shall include GIS information. The City shall perform periodic inspections of the public improvements to ensure conformance to the Engineer of Record's requirements and the City Engineer's drawings stamped "For Construction", which are installed and constructed by Developer. The City shall hold a preconstruction meeting with Developer, prior to Developer's construction of public infrastructure improvements, to review the requirements for construction operations. The Developer shall not proceed with public infrastructure construction activities of the Project until a Notice-To-Proceed (NTP) is issued by the City Engineer.

17. Model Homes. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have the right to, pursuant to Section 4(c), apply for and obtain a building permit for and construct up to two (2) model homes (the "Model Homes") in conjunction with and before completion of Developer's construction the first phase of infrastructure improvements (the "Phase 1 Improvements"; provided however, that the Phase 1 Improvements must be complete before Developer may obtain certificates of occupancy for the Model Homes. The parties acknowledge and agree that Developer may be required to provide adequate emergency access over a temporary construction road during this phase of the Project.

18. Mortgagee Protections. The City recognizes Developer will be receiving construction financing from a private Lender or its successor and assigns (the "**Lender**"). The City will provide the Lender with thirty (30) days prior written notice of the City's intent to declare a default by Developer under this Agreement. Although otherwise effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of the Lender unless a copy of such notice has been delivered to such Lender in accordance with the immediately preceding sentence. The Lender shall have the right to cure any default of Developer under this Agreement. The City will not unreasonably withhold its consent to provide such other assurance and protections to the Lender by means of an amendment to this section or by separate agreement. In the event of a foreclosure by the Lender, this Agreement shall be binding on the Lender and its assigns, and any purchaser of the Property at foreclosure. The City will agree to allow the Lender to take a collateral security interest in this Agreement and, in the event of a default by Developer to the Lender, to allow the Lender, or a purchaser in foreclosure of the Lender's lien, to assume the obligations of this Agreement and to complete the Project pursuant hereto; provided that any such foreclosure purchaser has reasonably demonstrated that it has the development experience and financial ability to complete the Project in accordance with the terms of this Agreement. In the event of an assumption of this Agreement as permitted by this section, the City agrees to perform its obligations under this Agreement to the Lender or to such purchaser and to make necessary extensions of deadlines under this Agreement. This section shall not limit or subordinate the City's interests, including but not limited to the rights to collect taxes or impose fines, fees, or remedies against Developer or subsequent owners of property developed pursuant to this Agreement.

19. Default. Neither Party shall be in default under this Agreement unless such Party fails to cure a breach under this Agreement within thirty (30) days after written notice is given to the defaulting Party by the other Party, which notice shall set forth the details of such breach in reasonable detail. If the nature of the defaulting Party's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance or cure within such thirty (30) day period (or, if such commencement is impossible due to a Force Majeure (defined below), commences performance or cure when such Force Majeure terminates) and after such commencement diligently prosecutes the same to completion.

20. Notices. Any consent, request, notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; (c) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such courier service for delivery on the next business day; or (d) if by e-mail transmission, on the day of transmission so long as the sender receives no evidence reasonably indicating delivery was unsuccessful, to the addresses set forth on the signature pages, or at such other address as the party to be served with notice has furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

21. Conveyances. All dedications and conveyances of property to the City, as contemplated herein, shall be made by special warranty deed, free and clear of all financial liens and encumbrances, such as mortgages, deeds of trust, mechanic or materialmen's liens, but otherwise subject to all matters of record except as the Parties may otherwise reasonably agree.

22. Governing Law; Attorneys' Fees. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah. In the event of default by any Party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from any defaulting Party reasonable attorneys' fees, costs and expenses incurred in enforcing, interpreting or terminating this Agreement.

23. Time. Time is of the essence with respect to all time periods contained in this Agreement.

24. Interpretation; Incorporation. The titles and headings contained herein are for convenience only and do not define, limit or construe the contents of this Agreement. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." All recitals and exhibits to this Agreement are incorporated herein by reference and are deemed an integral part of this Agreement.

25. Further Assurances. Each Party to this Agreement shall undertake all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated herein. All provisions and requirements of this Agreement shall be carried out by each Party hereto as allowed by law.

26. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting land use ordinances or other ordinances and regulations, provided, that in no case shall the future exercise of the City in enacting said ordinances and regulations limit or change in any manner the allowed uses, densities, rights and obligations granted by the Neighborhood Plan or this Agreement. Developer understands that it is required to comply with future changes, amendments, or revisions to City ordinances and regulations that do not change the allowed uses or densities for the Project, as identified by this Agreement. If the City, in its legislative power, imposes a temporary zoning regulation for a compelling and countervailing public purpose, all obligations required by Developer, under the terms of this Agreement, shall be suspended and held in abeyance for the duration of the temporary zoning regulation, as enacted by the City.

27. State and Federal Law – Invalidity. Both the City and Developer mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the City and Developer further agree that if any provision of this Agreement becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect. If the City's approval of the Neighborhood Plan or any Plat is determined to be invalid by a court of competent jurisdiction, then, at Developer's option, this Agreement shall also be null and void.

28. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Developer to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Such assignments shall be subject to review by the City which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The City shall review and approve, approve with conditions or deny all proposed assignments by Developer to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer. If the City takes no action to either approve (with or without conditions) or deny a proposed assignment, the assignment shall be deemed approved by the City. If the City in good faith determines that the proposed assignee does not have sufficient financial ability to assume and carry out the affirmative provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Developer shall remain responsible for the performance of all obligations of this Agreement. Notwithstanding the foregoing, the City hereby consents to the assignment by Developer of any or all of its rights under this Agreement to its Lender, provided that notice of the assignment is given to the City of such assignment promptly after the transfer is accomplished. The rights of the City under this Agreement shall not be assigned.

29. Agreement to Run with the Land; Priority. This Agreement shall be recorded in the office of the Utah County Recorder against each Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors and assigns of Owner in the ownership or development of any portion of the Project, senior to any debt security instruments encumbering the Property except as provided in Section 18. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property only if the Agreement is transferred or assigned in accordance with the provisions of Section 28 above.

30. Relationship of Parties; No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto nor create any rights or benefits to third parties.

31. Amendments; Waivers. This Agreement may be amended, waived or enforced only by the Parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party. This Agreement may be amended only in a writing signed by all of the Parties hereto.

32. Force Majeure. The time within which actions must be completed under this Agreement shall be extended for a period of time equal to the period of any delay directly affecting construction that is caused by (a) fire, flood, war, earthquake or other acts of God, (b) strikes, acts of public enemy, riot or insurrection, (c) unanticipated environmental testing or remediation, (d) governmental regulation of the sale or transportation of materials, supplies or labor, (e) disruptions in the availability of labor or materials, (f) plague, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other governmental restrictions in response thereto, (g) unanticipated delays in obtaining Lender approvals due to characteristics of the Project, (h) changes in applicable building codes or interpretations thereof or (i) delays caused by the City in the reviewing and approving Developer's submittals in excess of the City's normal practices (each a "**Force Majeure**").

33. Entire Agreement; Counterparts. This Agreement, together with the exhibits attached hereto, and all regulatory approvals given by the City for the Project, contain the entire Agreement of the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

34. Term of Agreement. This Agreement shall be for a period of fifteen (15) years following the date of recording of this Agreement; provided, however, that upon the expiration of such initial twelve (12)-year term, if this Agreement has not been previously terminated and if Developer has substantially complied with the terms of this Agreement, Developer shall have the option, exercisable by written notice to the City, to extend the term of this Agreement for an additional five (5) years.

35. Severability. If any part or provision of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not affect any other parts or provisions of this Agreement, all of which shall remain in full force and effect.

36. Approval of Agreement. The Parties hereby represent and warrant, as applicable, as follows: (a) Developer certifies that the person executing this Agreement on behalf of Developer is duly authorized and fully empowered to execute the same for and on behalf of Developer; and (b) the City certifies that the execution and delivery hereof has been approved at a duly convened

meeting of the City Council and the same is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

[Signature pages follows]

14

[Signature page to Development Agreement]

[Signature page to Development Agreement]

EXHIBIT A

(Legal Description of Property)

ORDER NUMBER: 11886B

EXHIBIT "A"

Parcel C – to Goodboro

Beginning at a point located South 89°46'04" West along section line 1054.86 feet and North 59.73 feet from the South Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 0°09'34" East 1.41 feet; thence along the boundary of The Lakes at Sleepy Ridge Phase 2 - P.R.D. the following three courses and distances: 1) South 0°09'34" East 882.33 feet, 2) South 85°34'24" West 2163.44 feet, and 3) South 85°28'50" West 97.10 feet; thence continuing South 85°28'50" West along remnants of a fence line 482.78 feet; thence North 30°00'00" West 738.01 feet; thence North 87°43'01" East 1276.02 feet; thence North 0°00'10" East 61.47 feet; thence South 89°59'50" East 668.76 feet; thence along the arc of a 1000.00 foot radius curve to the left 506.10 feet through a central angle of 28°59'50" (chord bears North 75°30'15" East 500.71 feet); thence North 61°00'20" East 153.65 feet; thence South 0°00'10" West 1.32 feet; thence North 71°06'39" East 356.08 feet; thence along the arc of a 500.00 foot radius curve to the right 128.00 feet through a central angle of 14°40'05" (chord bears North 78°26'41" East 127.65 feet); thence North 85°46'44" East 76.91 feet to the point of beginning.

EXHIBIT "A"

Parcel A - to Cadence

Beginning at a point located South 89°46'04" West along section line 418.05 feet and North 103.65 feet from the South Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 85°41'54" West along the northerly boundary of The Lakes at Sleepy Ridge Phase 2 - P.R.D. a distance of 638.60 feet; thence North 0°09'34" West 1.41 feet; thence South 85°46'44" West 76.91 feet; thence along the arc of a 500.00 foot radius curve to the left 128.00 feet through a central angle of 14°40'05" (chord bears South 78°26'41" West 127.65 feet); thence South 71°06'39" West 356.08 feet; thence North 0°00'10" East 586.50 feet; thence North 89°59'04" East along a boundary line agreement recorded as Entry 152258:2006 a distance of 1380.03 feet; thence South 0°00'16" West 147.79 feet; thence South 0°00'20" West 120.69 feet; thence South 88°00'00" West 277.72 feet; thence South 32°15'00" East 136.80 feet to the point of beginning.

Less and excepting from the following described property

FARM TO KEITH HOLDAWAY

COMMENCING AT A POINT LOCATED SOUTH 89°46'04" WEST ALONG THE SECTION LINE 418.05 FEET AND NORTH 103.65 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 85°41'54" WEST 34.30 FEET; THENCE NORTH 2°00'00" WEST 60.14 FEET; THENCE SOUTH 32°15'00" EAST 68.02 FEET TO THE POINT OF BEGINNING.

Parcel B - to Cadence

Beginning at a point located South 89°46'04" West along section line 2593.19 feet and North 505.69 feet from the South Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 0°00'10" West 11.36 feet; thence along the arc of a 450.00 foot radius curve to the right 348.21 feet through a central angle of 44°20'09" (chord bears South 22°10'15" West 339.59 feet); thence South 44°20'19" West 45.74 feet; thence along the arc of a 450.00 foot radius curve to the left 348.21 feet through a central angle of 44°20'09" (chord bears South 22°10'15" West 339.59 feet); thence South 0°00'10" West 173.12 feet; thence South 87°43'01" West 1276.02 feet; thence North 30°00'00" West 465.24 feet; thence North 25°00'00" West 536.03 feet; thence along a boundary line agreement recorded as Entry 152258:2006 the following two courses and distances: 1) North 89°45'38" East 1975.85 feet, and 2) North 89°59'04" East 46.61 feet to the point of beginning.

Parcel C:

KEITH HOLDAWAY TO FARM

COMMENCING AT A POINT LOCATED SOUTH 89°46'04" WEST ALONG THE SECTION LINE 418.05 FEET AND NORTH 103.65 FEET AND NORTH 32°15'00" WEST 68.02 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 32°15'00" WEST 68.78 FEET; THENCE NORTH 88°00'00" EAST 34.65 FEET; THENCE SOUTH 2°00'00" EAST 59.41 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

(Neighborhood Plan)



Holdaway Farms District Neighborhood Plan: Application Exhibits

INITIAL SUBMISSION: October 1, 2021

REVISED: November 1, 2021

REVISED: November 15, 2021

REVISED: January 21, 2022

FINAL: April 21, 2022



CHARACTER AND THEME PLAN

HOLDAWAY FARMS NEIGHBORHOOD



CHARACTER AND THEME PLAN: GENERAL ARCHITECTURE

ESTATE LOTS

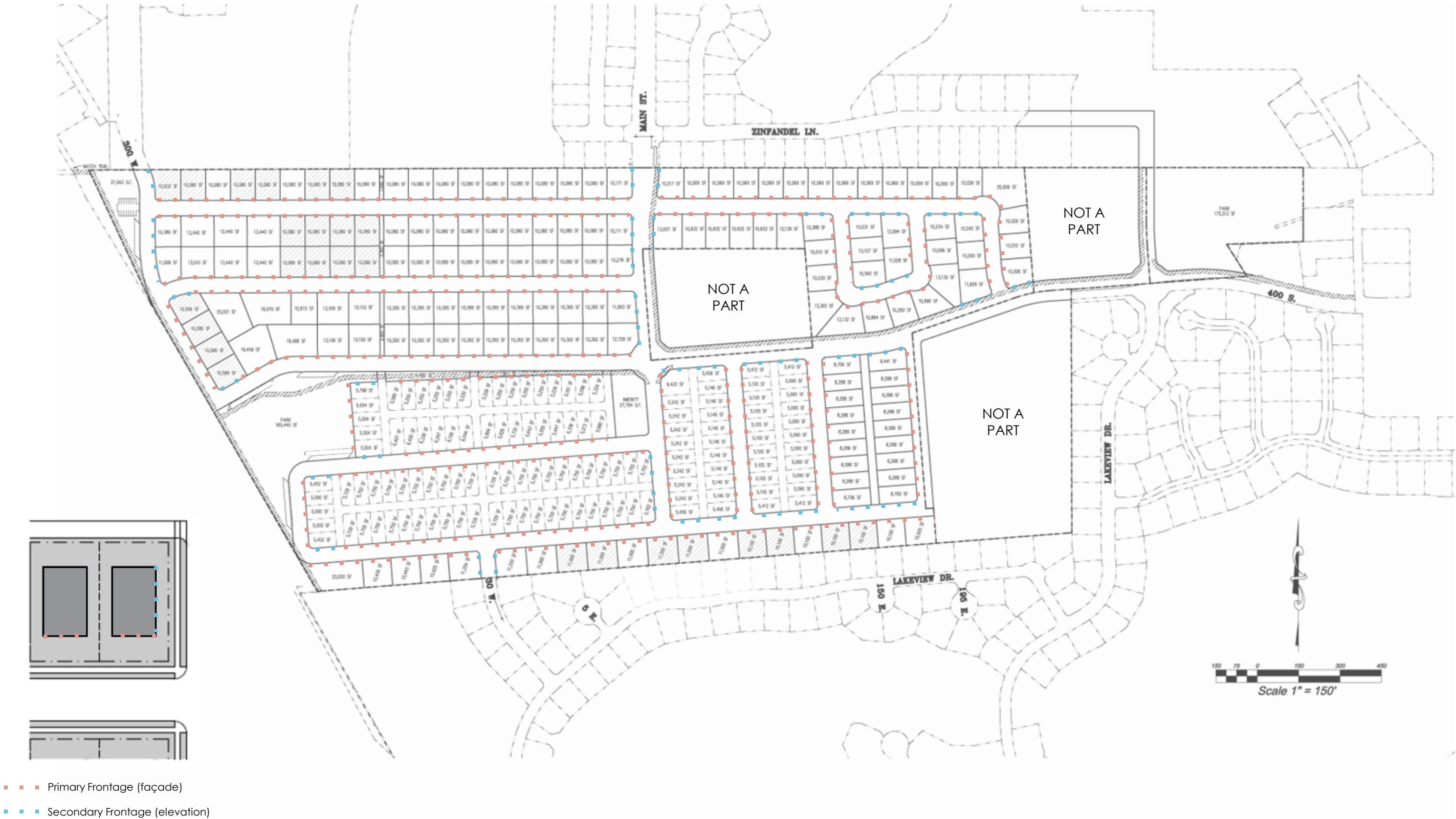




COTTAGE STREET ELEVATION

HOLDWAY FARM
COTTAGE COLLECTION
VINEYARD ~ UTAH

CHARACTER AND THEME PLAN: ARCHITECTURAL FRONTAGE PLAN



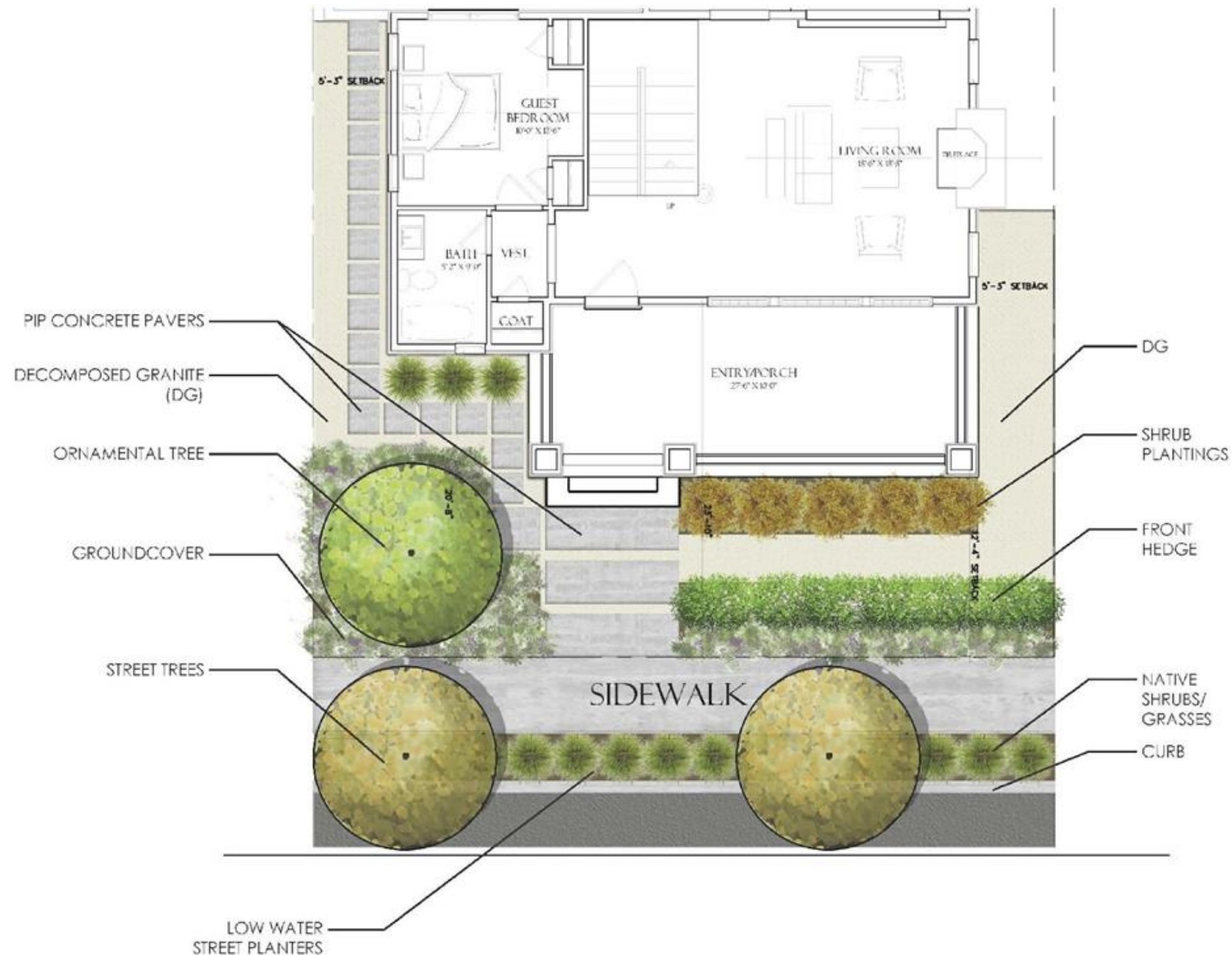
CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING

ALL LOTS

Waterwise Landscape

- Utilize native and/or drought tolerant trees, shrubs, grasses, and ground covers.
- Eliminate unnecessary turf, especially in areas with low usage (e.g. under trees, sidewalk strips, etc.).
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Increase permeability wherever possible by hardscape materials such as decomposed granite, pavers, and gravel instead of putting impermeable concrete everywhere.
- Encourage on-site water retention with proper grading and aesthetic elements such as dry creek beds or rain gardens.
- Use proper mulching to retain moisture, prevent site degradation, and add aesthetic appeal.

Typical Front Yard Plan w/ Streetscape - Option 1



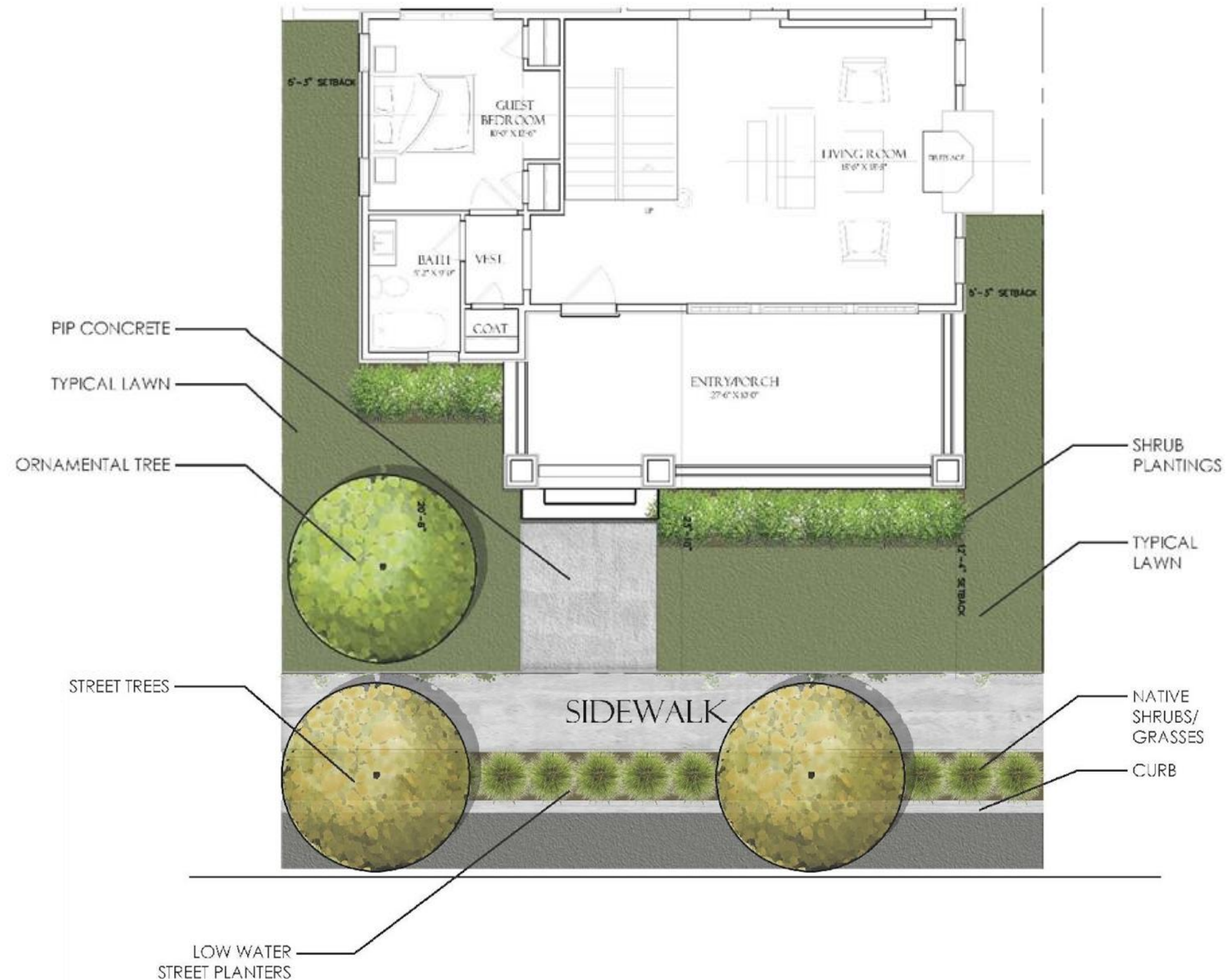
CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING

ALL LOTS

Traditional, Low Maintenance

- Utilize native, drought tolerant, or low maintenance shrubs for front hedges
- Install turf that is well suited for walking/ playing and is adapted to arid Intermountain West conditions.
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Utilize waterwise principles where possible for plantings.

Typical Front Yard Plan w/ Streetscape - Option 2



CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING ALL LOTS

Traditional, Gardens

- Utilize waterwise principles where possible for shrubs and hedges.
- Install turf that is well suited for walking/ playing and is adapted to arid Intermountain West conditions.
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Provide elements such as mixed planting beds and raised boxes for homeowners who are more "hands-on" in the garden.

Typical Front Yard Plan w/ Streetscape - Option 3



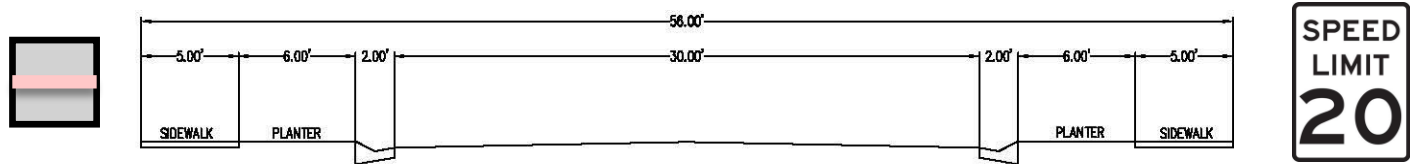
CHARACTER AND THEME PLAN: COMMUNITY SIGNAGE

SIGNAGE TYPE	SPECIFICATIONS	
ADDRESS SIGN 	Quantity	1 per address
	Area	2 sqft max
	Width	24 inch max
	Height	12 inch max
	Depth / Projection	3 inch max
	Clearance	4.5 ft min
	Apex	N/A
	Letter Height	6 inch max

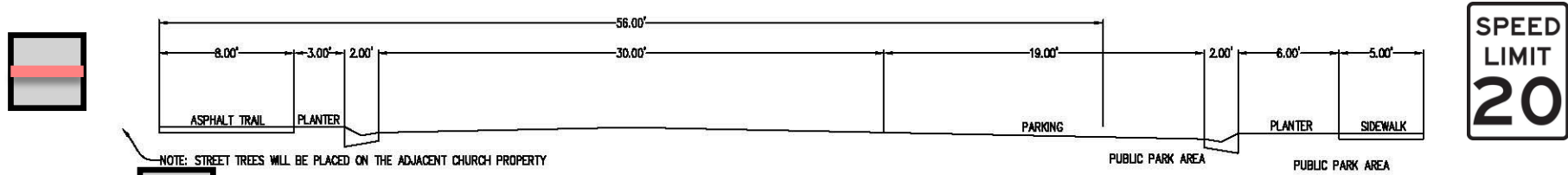
SIGNAGE TYPE	SPECIFICATIONS	
MONUMENT SIGN 	Quantity	1 per vehicular entrance
	Area	Sign - 36 sqft max.
	Width	Sign - 6 foot max.
	Height	Sign - 6 foot max.
	Depth / Projection	N/A
	Clearance	N/A
	Apex	Sign - 8 foot max.
	Letter Height	N/A



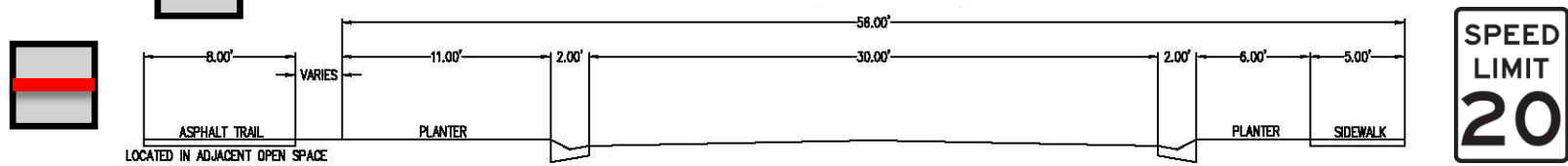
PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN



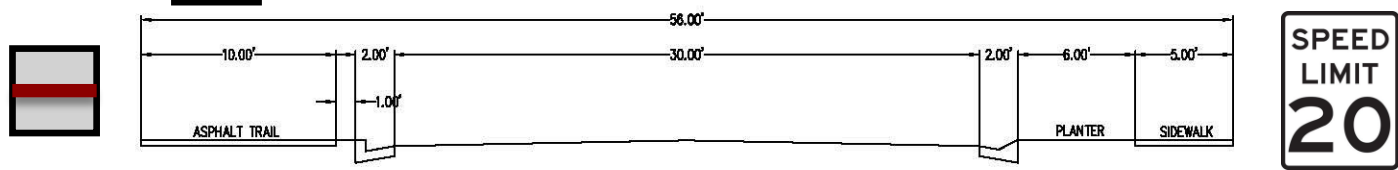
56' LOCAL STREET CROSS-SECTION



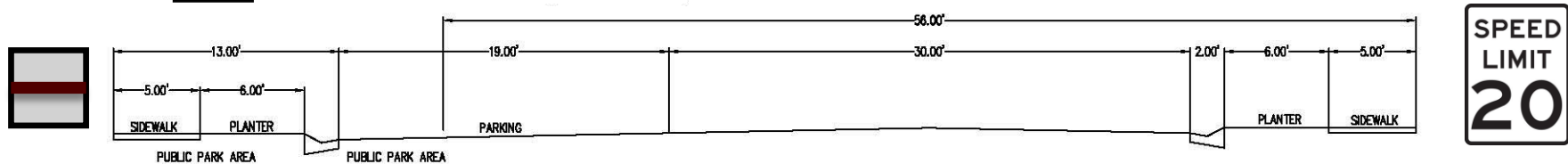
56' LOCAL STREET CROSS-SECTION WITH TRAIL ON LAKEVIEW DR. & PARKING ADJACENT TO PARK



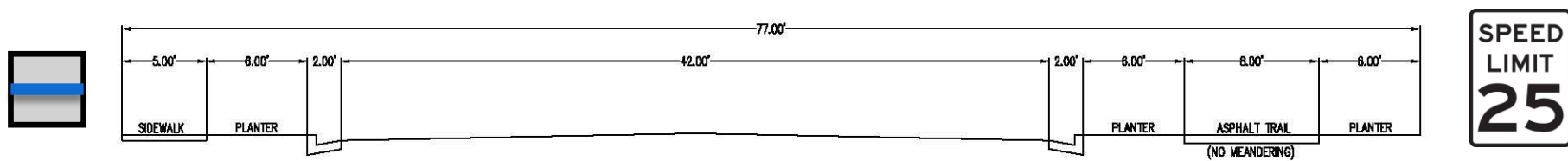
56' LOCAL STREET CROSS-SECTION WITH TRAIL ON 400 SOUTH



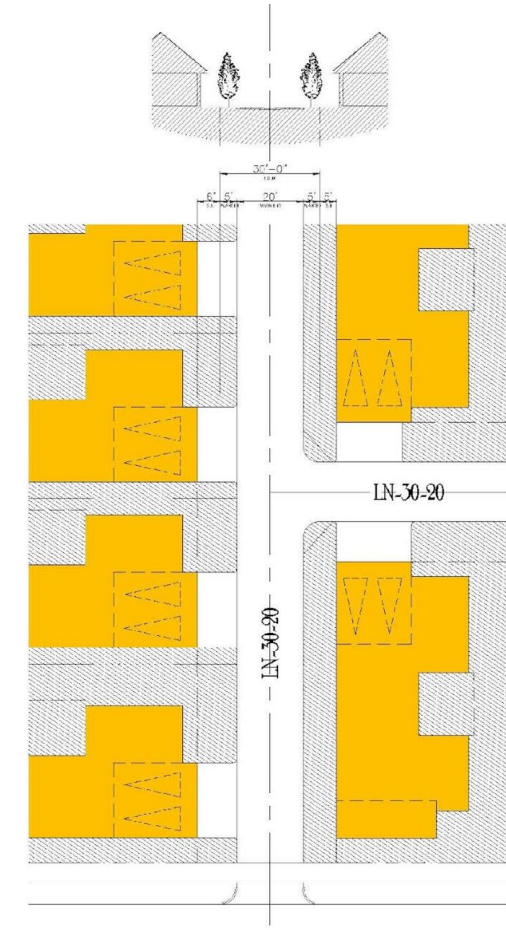
56' LOCAL STREET CROSS-SECTION WITH LAKESIDE TRAIL



56' LOCAL STREET CROSS-SECTION WITH PARKING ADJACENT TO PARK



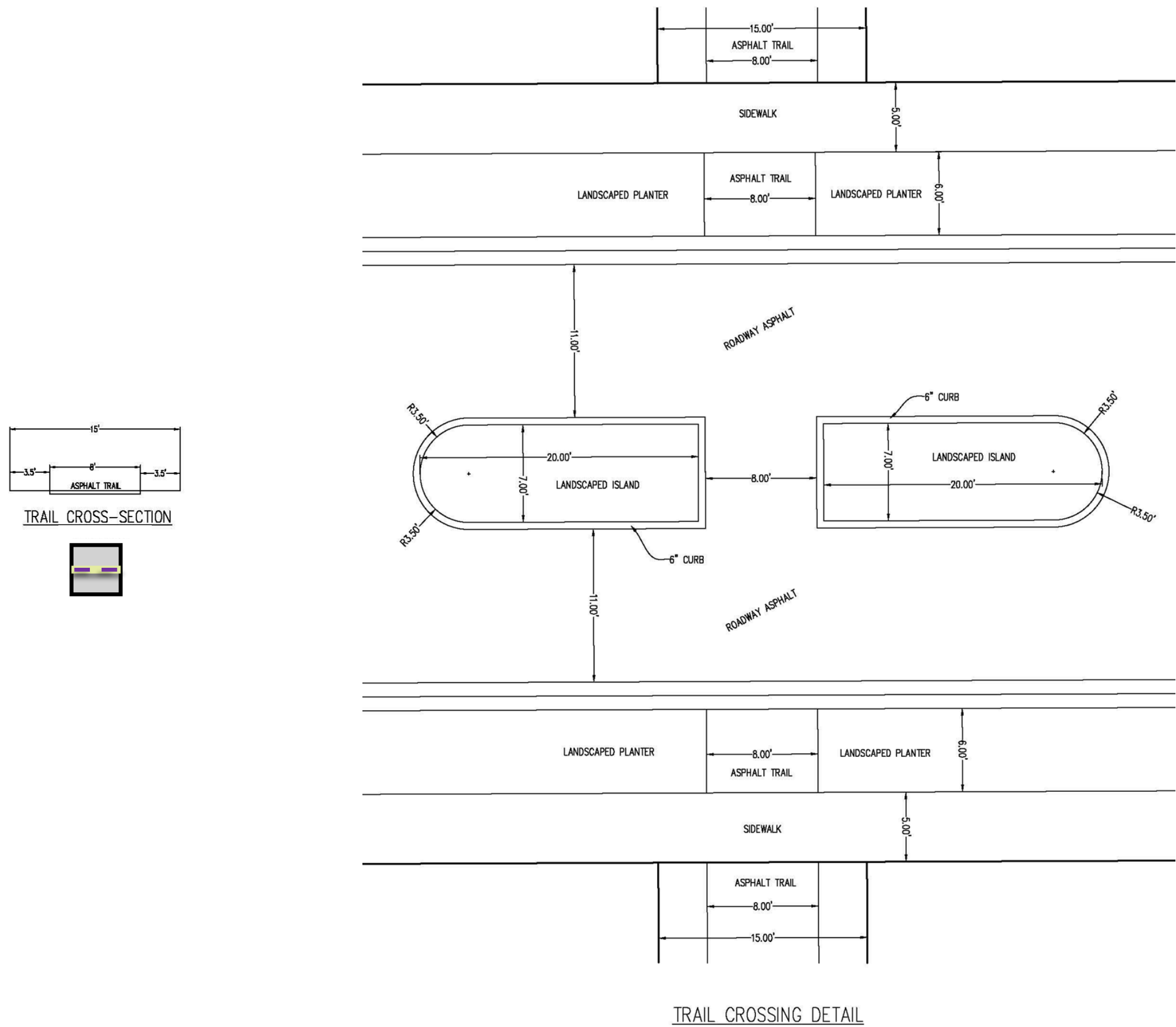
77' PARKWAY STREET CROSS-SECTION



LANE LN-30-20	
TYPE	Lane/Shoulder
MOVEMENT	Yield
DESIGN SPEED	15 MPH
R.O.W. WIDTH	30'
PAVEMENT WIDTH	20' (TBD)
TRAFFIC FLOW	2-way
NO. OF PARKING LANES	None
CURB TYPE	Flat
CURB RADIUS	5'
PLANTER WIDTH	5'
PLANTER TYPE	Continuous
PLANTING PATTERN	N/A
TREE TYPE	N/A
STREETLIGHT TYPE	T3D
STREETLIGHT SPACING	T3D
BIKEWAY TYPE	N/A
BIKEWAY WIDTH	N/A
SIDEWALKS	N/A
SIDEWALK WIDTH	N/A
SETBACK ENCROACHMENT	Prohibited



PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

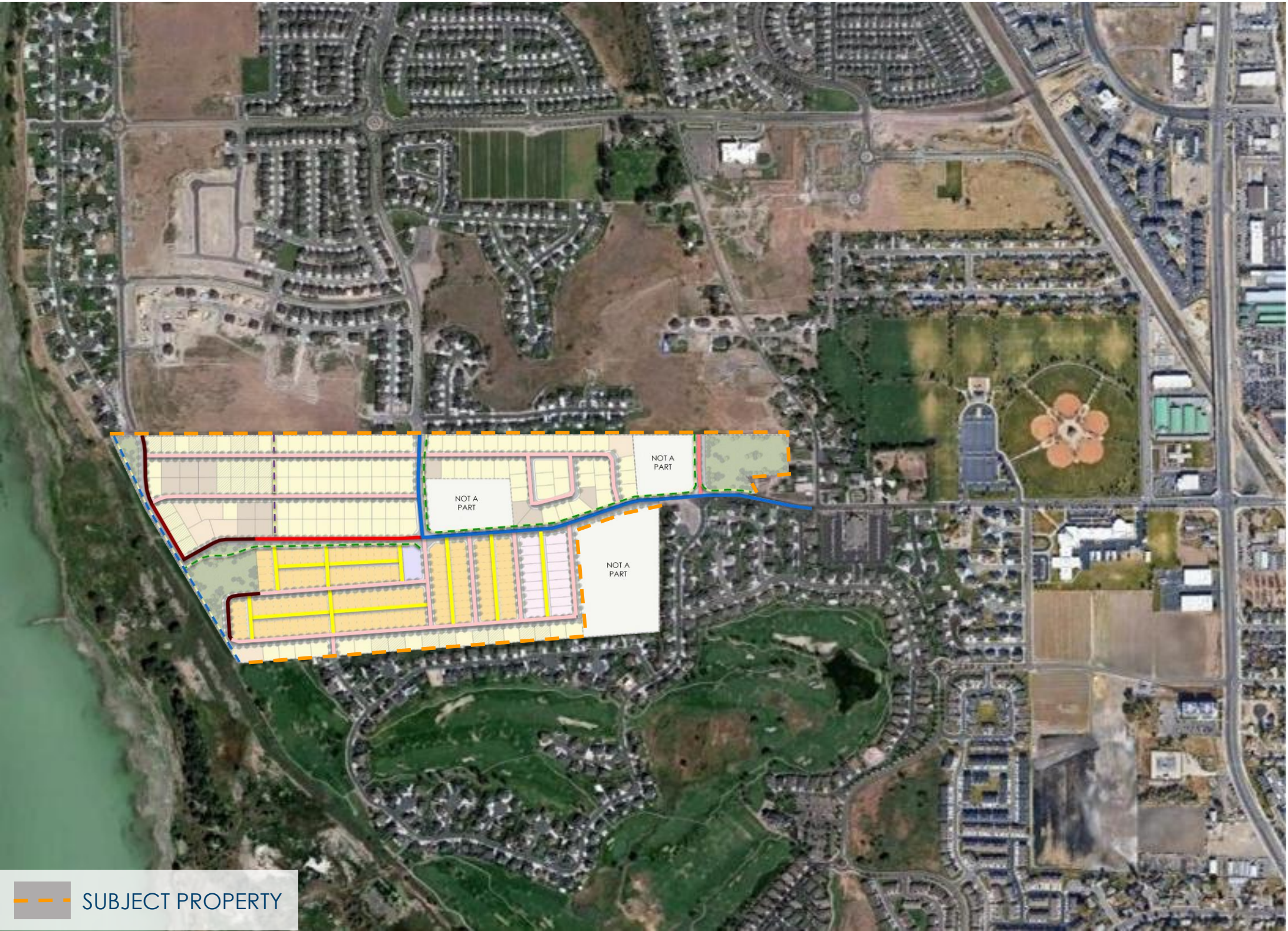


PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN



PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

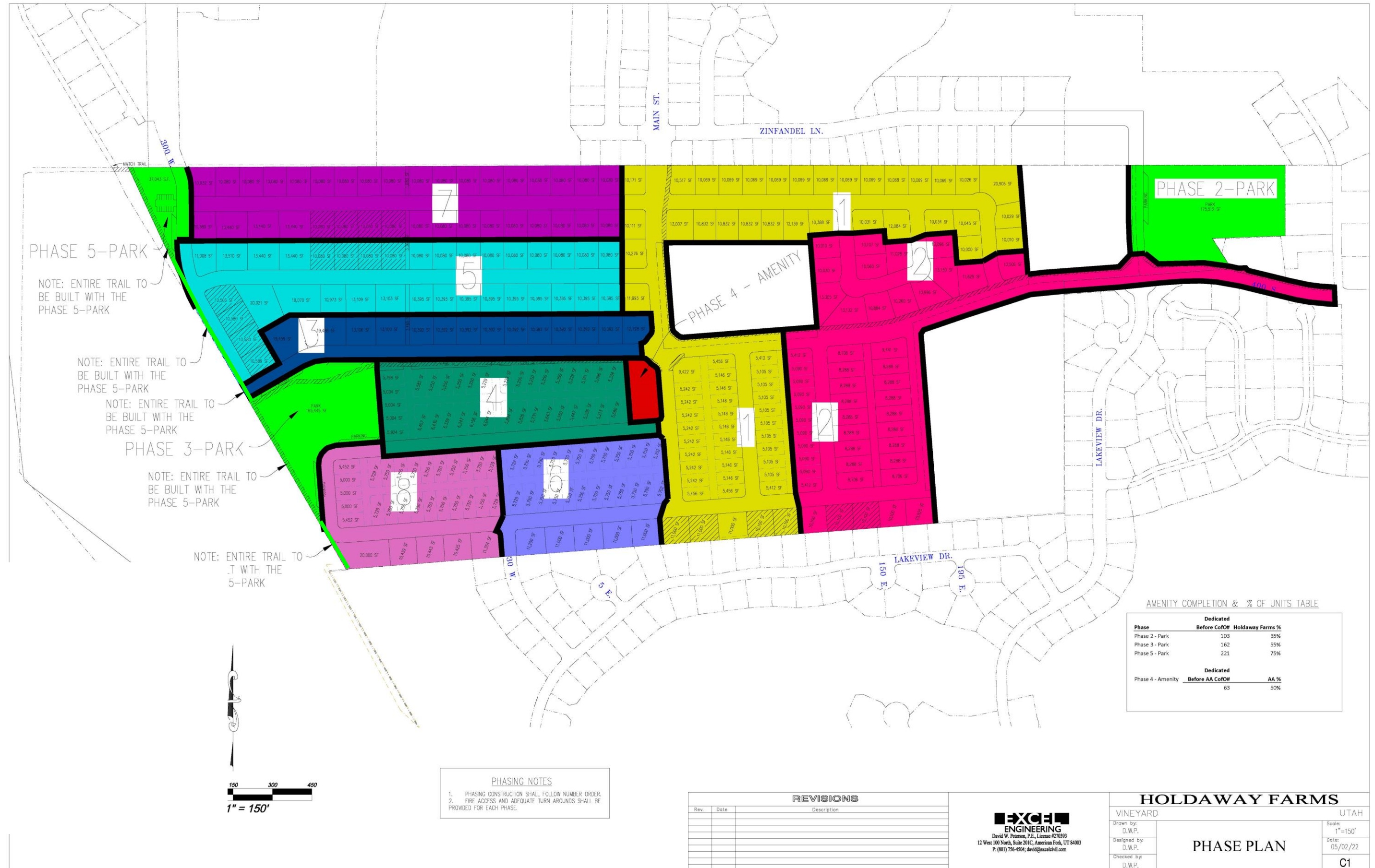
-  Parkway Street
-  Local Street
-  Local Street
-  Local Street
-  Local Street
-  Local Street
-  Rear Lane
-  Multi-Use Trail
-  Lakeside Trail
-  Neighborhood Trail



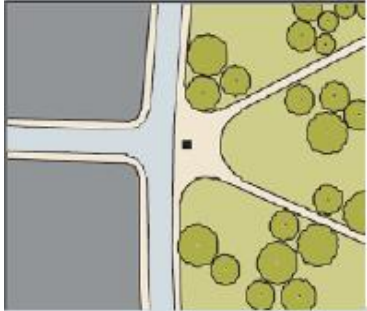
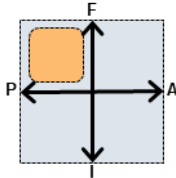
CHARACTER AND THEME PLAN: STREET NAMING PLAN

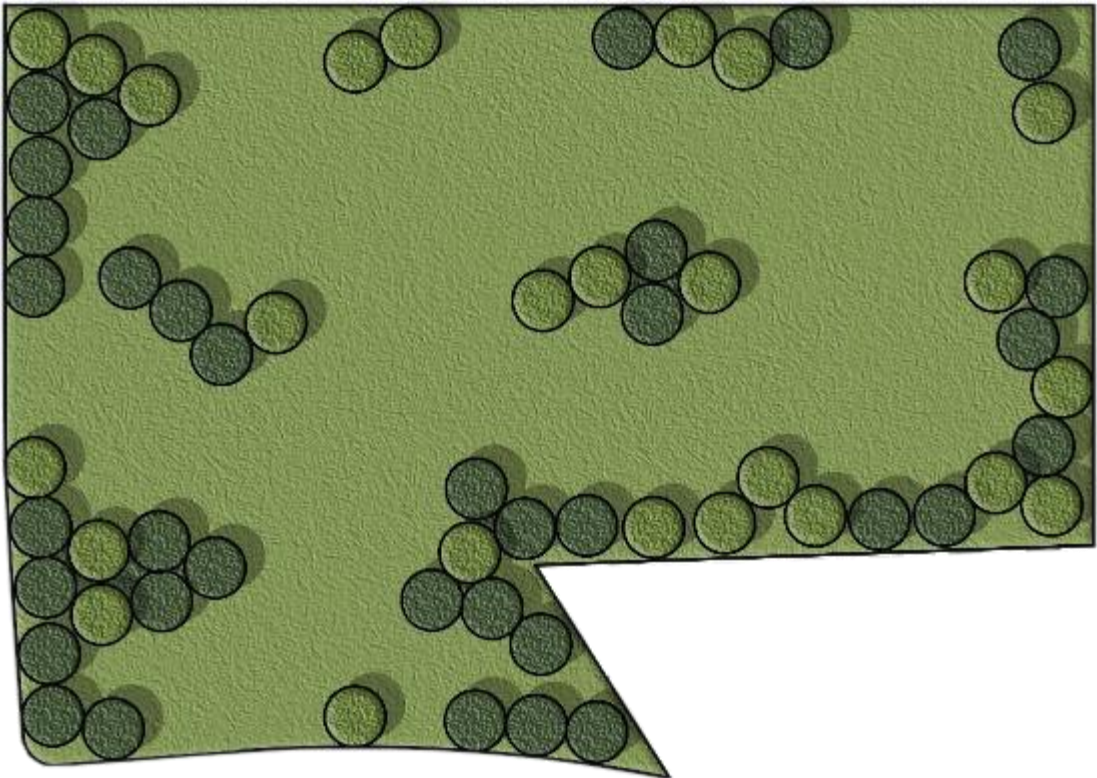


PRELIMINARY PHASING PLAN



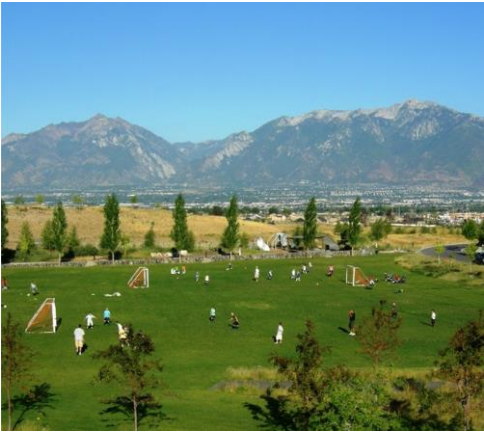
OPEN SPACE PLAN

CIVIC OPEN SPACE TYPE	ENTRANCE PARK
DIAGRAM	
DESCRIPTION	Formal delineation of a residential community entrance through landscaping and monumentation. It provides passive uses and creates neighborhood identity
SERVICE AREA	1/2 mile to 2 mile radius
SIZE	Up to 5 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structures, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Passive 



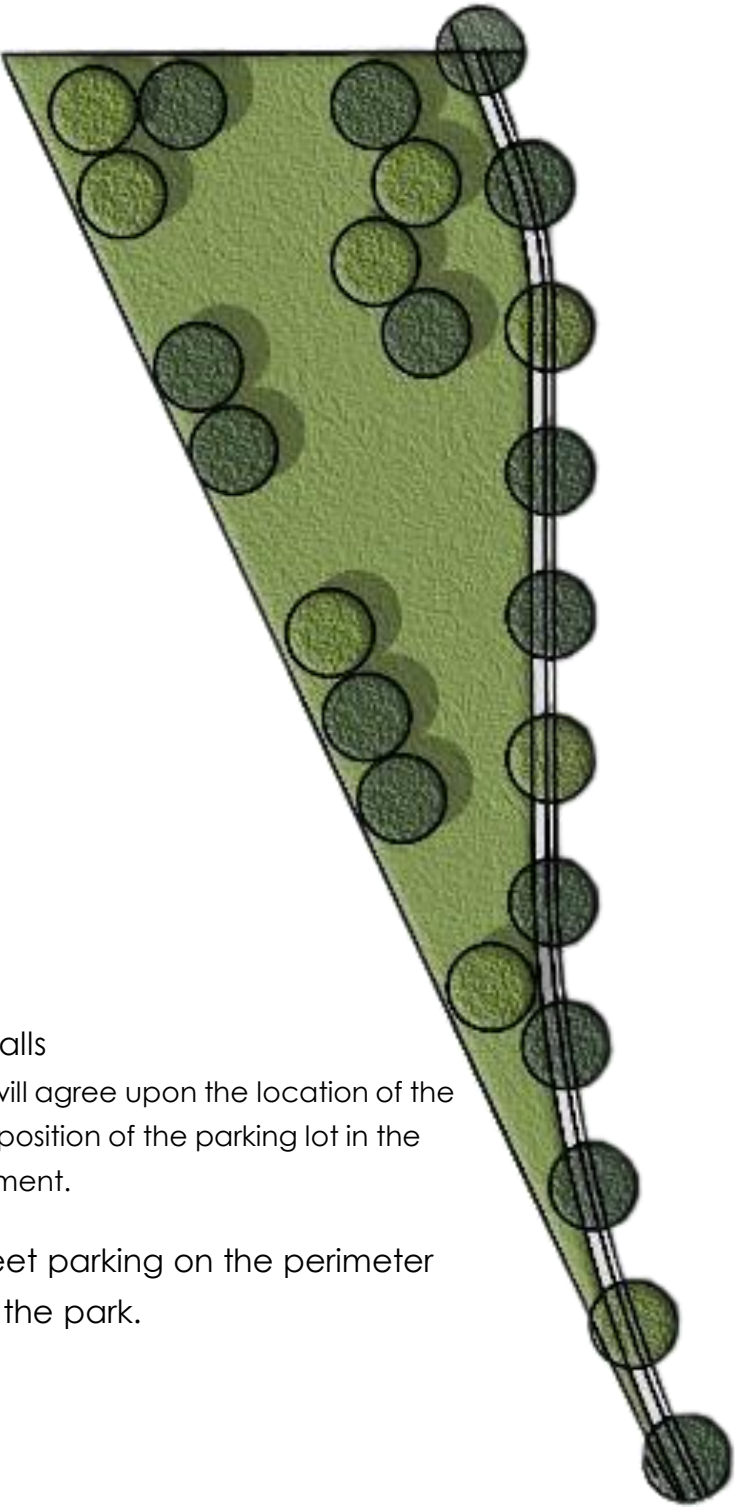
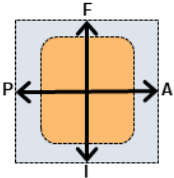
Park Programming

- Recreation play fields
- Maintenance and restroom facility
- Bike station and inverted U bike racks
- Designated on-street parking on the perimeter roads adjacent to the park.



OPEN SPACE PLAN

CIVIC OPEN SPACE TYPE	NEIGHBORHOOD PARK
DIAGRAM	
DESCRIPTION	The neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. The focus is on informal active and passive recreation. The park should be centrally located within the neighborhood. Frequently these parks are developed adjacent to civic uses such as an elementary school.
SERVICE AREA	1/4 to 1/2 mile radius
SIZE	0.5 to 2 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive

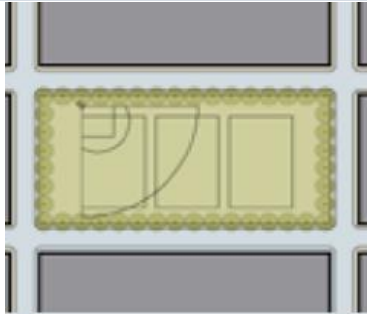
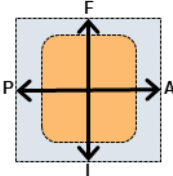


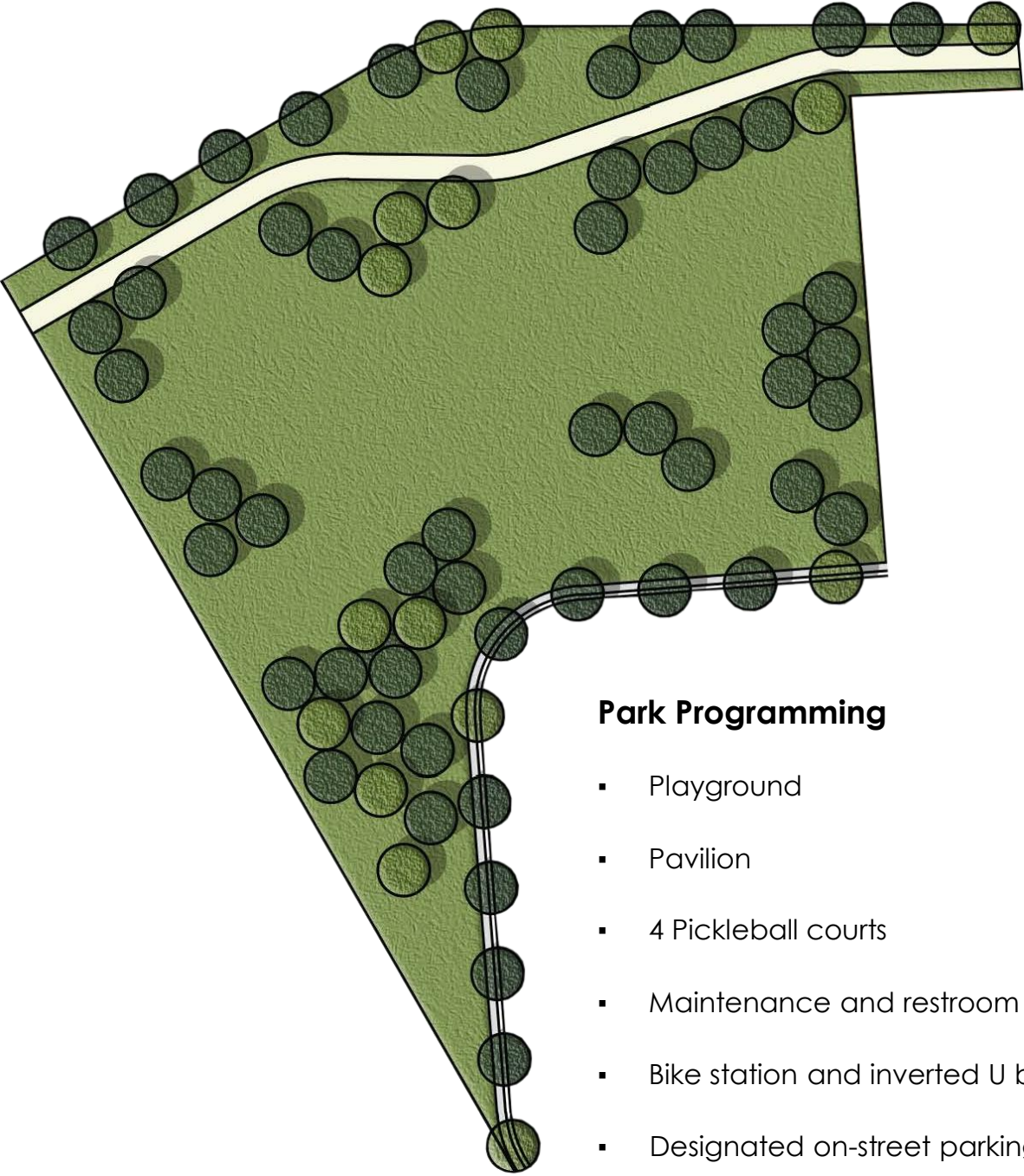
Park Programming

- Up to 14 parking stalls
Developer and City will agree upon the location of the entrance to and the position of the parking lot in the Development Agreement.
- Designated on-street parking on the perimeter roads adjacent to the park.



OPEN SPACE PLAN

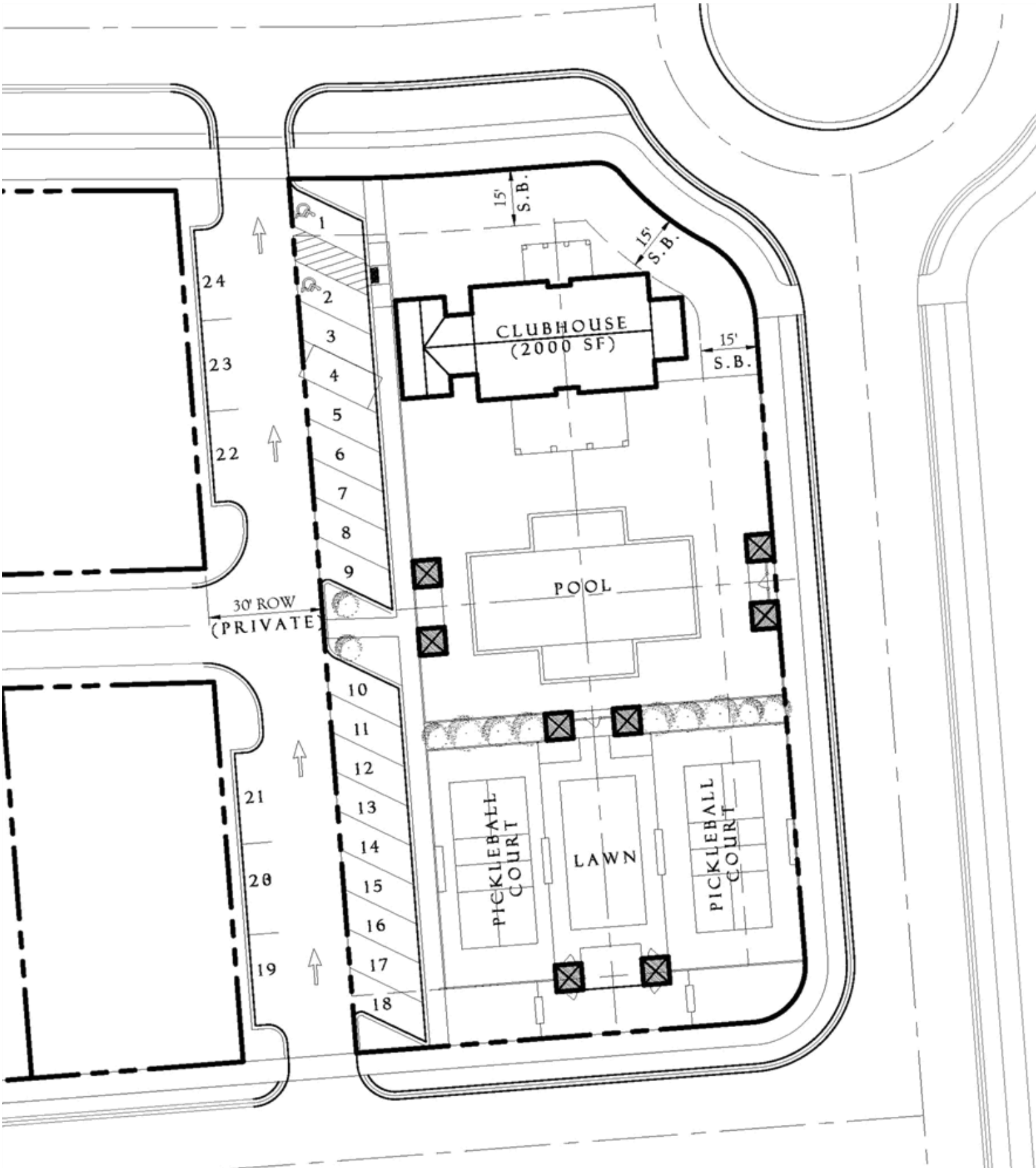
CIVIC OPEN SPACE TYPE	COMMUNITY PARK
DIAGRAM	
DESCRIPTION	The focus of this park classification is on meeting community based recreational needs, as well as preserving unique landscapes and open spaces. They allow group activities and offer other recreational opportunities not feasible at the neighborhood level. They should be developed for both active and passive recreation activities and serve two or more neighborhoods. Regardless of size, parks will be deemed Community Parks if they provide restroom facilities, parking lots, or other amenities that would service patrons who travel to the park.
SERVICE AREA	1/2 to 2 mile radius
SIZE	2 to 5 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive 



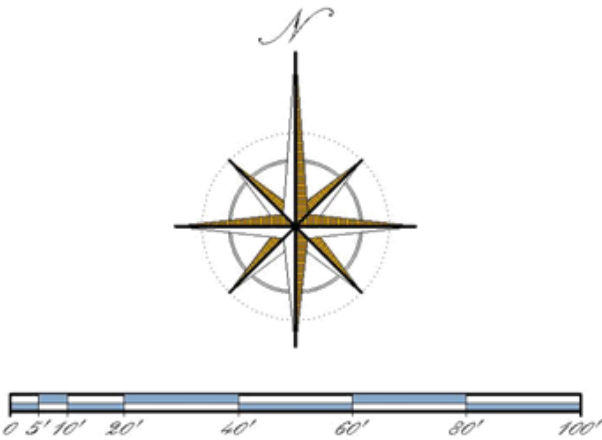
Park Programming

- Playground
- Pavilion
- 4 Pickleball courts
- Maintenance and restroom facility
- Bike station and inverted U bike racks
- Designated on-street parking on the perimeter roads adjacent to the park.





ACTIVE ADULT CLUBHOUSE
HOLDAWAY FARMS, VINEYARD, UTAH



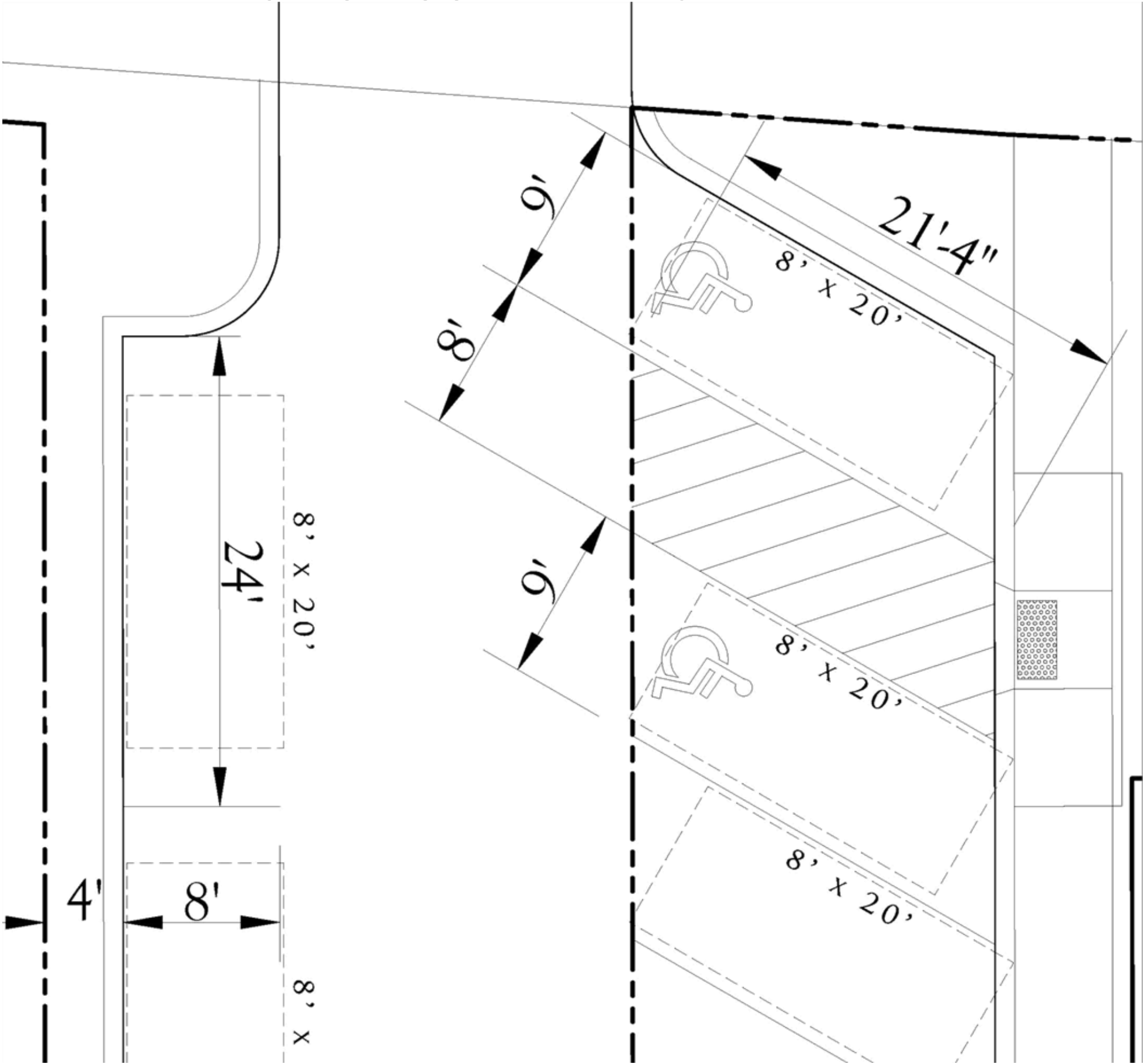
GOODBORO DEVELOPMENT
and
BRADFORD R. HOUSTON
DESIGN STUDIO

PRELIMINARY SITE PLAN

SITE DATA	
<u>PROPERTY SIZE</u>	
26,843.43 SF (0.6162 ACRES)	
<u>PARKING</u>	
18 DIAGONAL SPACES	
6 PARALLEL SPACES	
<u>TOTAL PARKING</u>	
24 SPACES	

PRELIMINARY NEIGHBORHOOD AMENITIES

COTTAGE LOTS



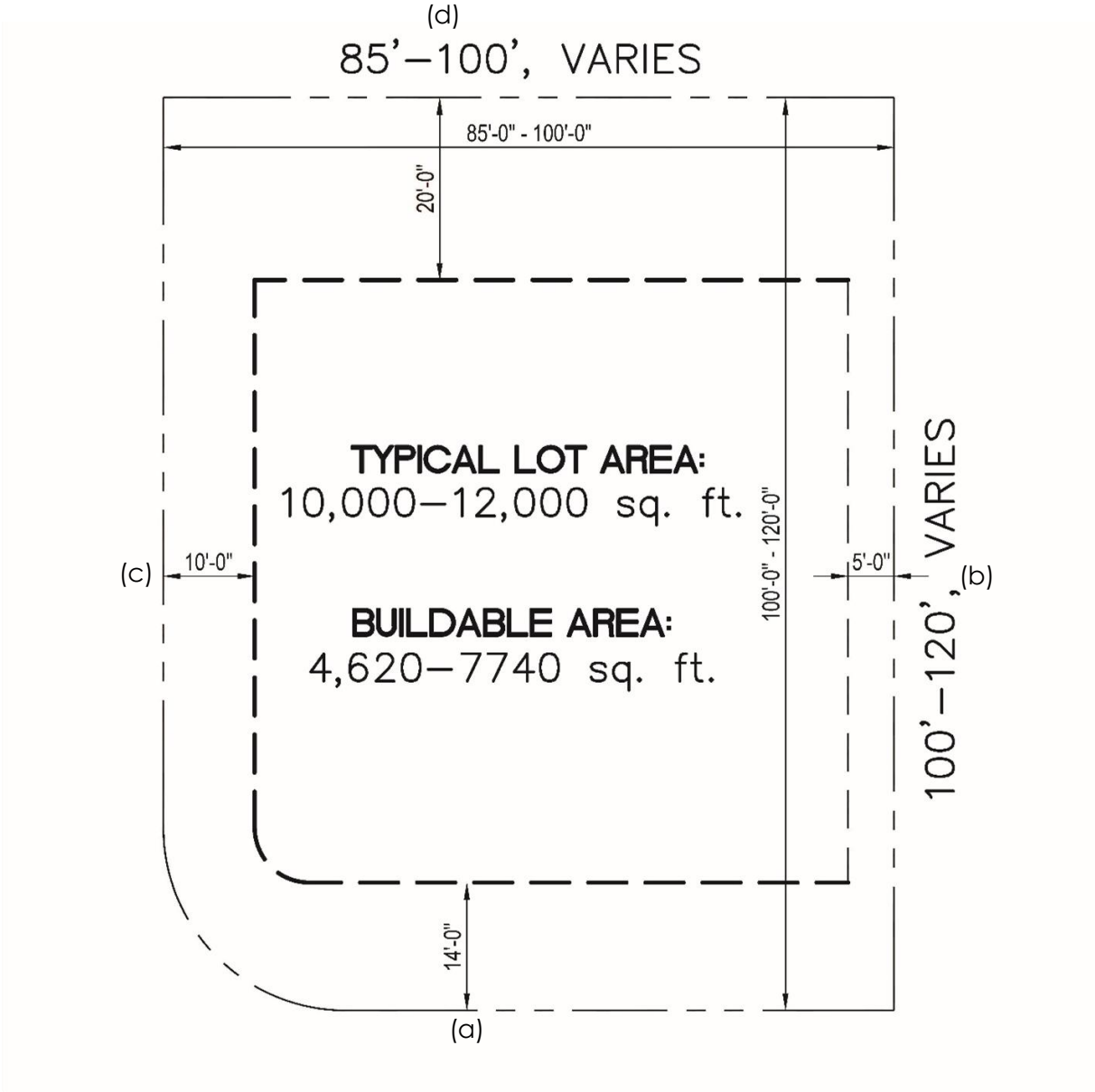
PARKING DETAIL



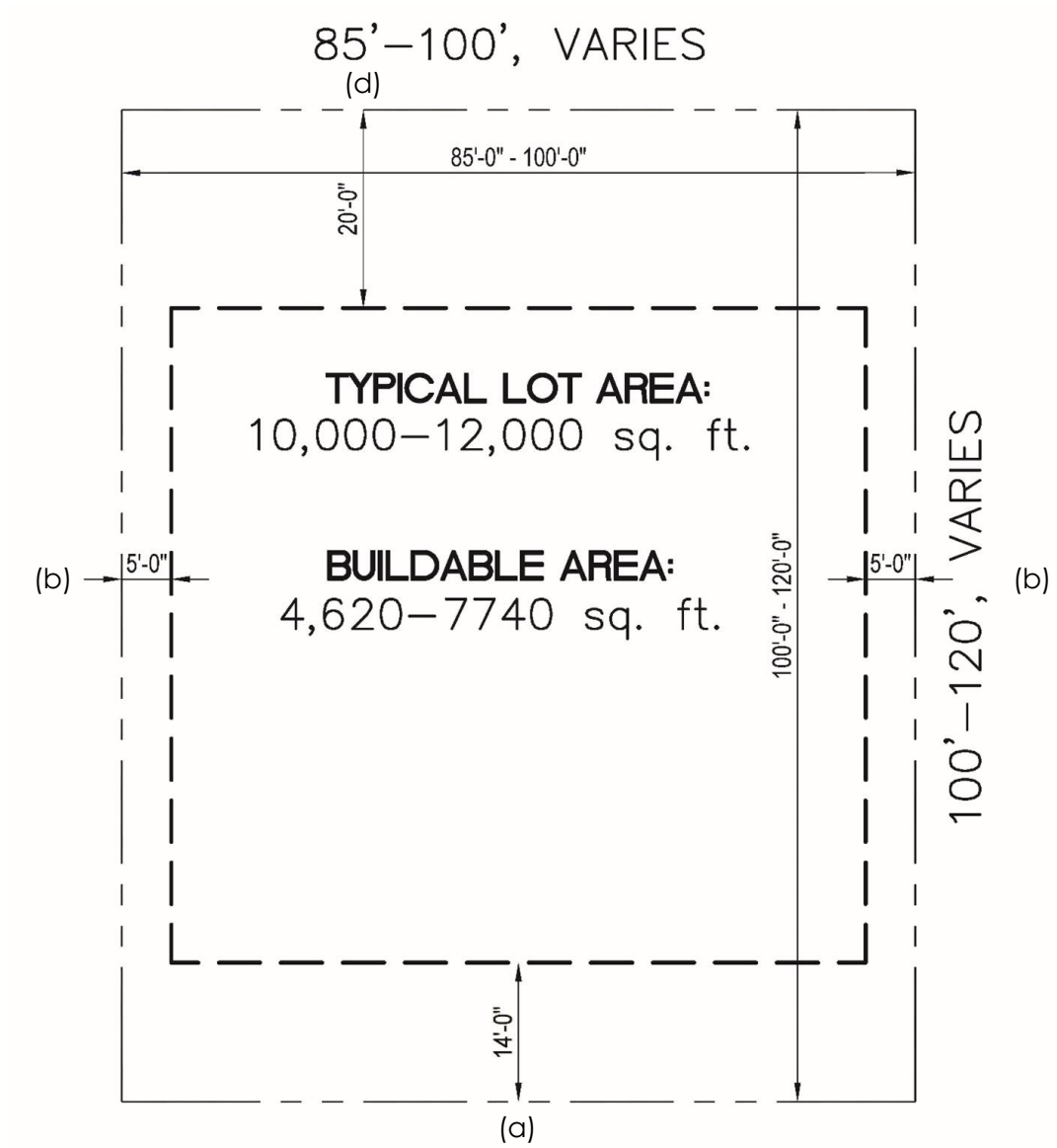
REFERENCED STANDARDS
2022 VINEYARD
ZONING CODE
15.38
PARKING
&
LOADING REQUIREMENTS

LOTING PLAN: ESTATE LOTS

ESTATE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	60% max.
Lot Frontage	85 – 207 ft.
Lot Depth	100 - 205 ft.
Off-Street Parking	4 - 6 stalls
SETBACKS	
(a) Front Setback	14 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	10 ft. min.
(d) Rear Setback	20 ft. min.



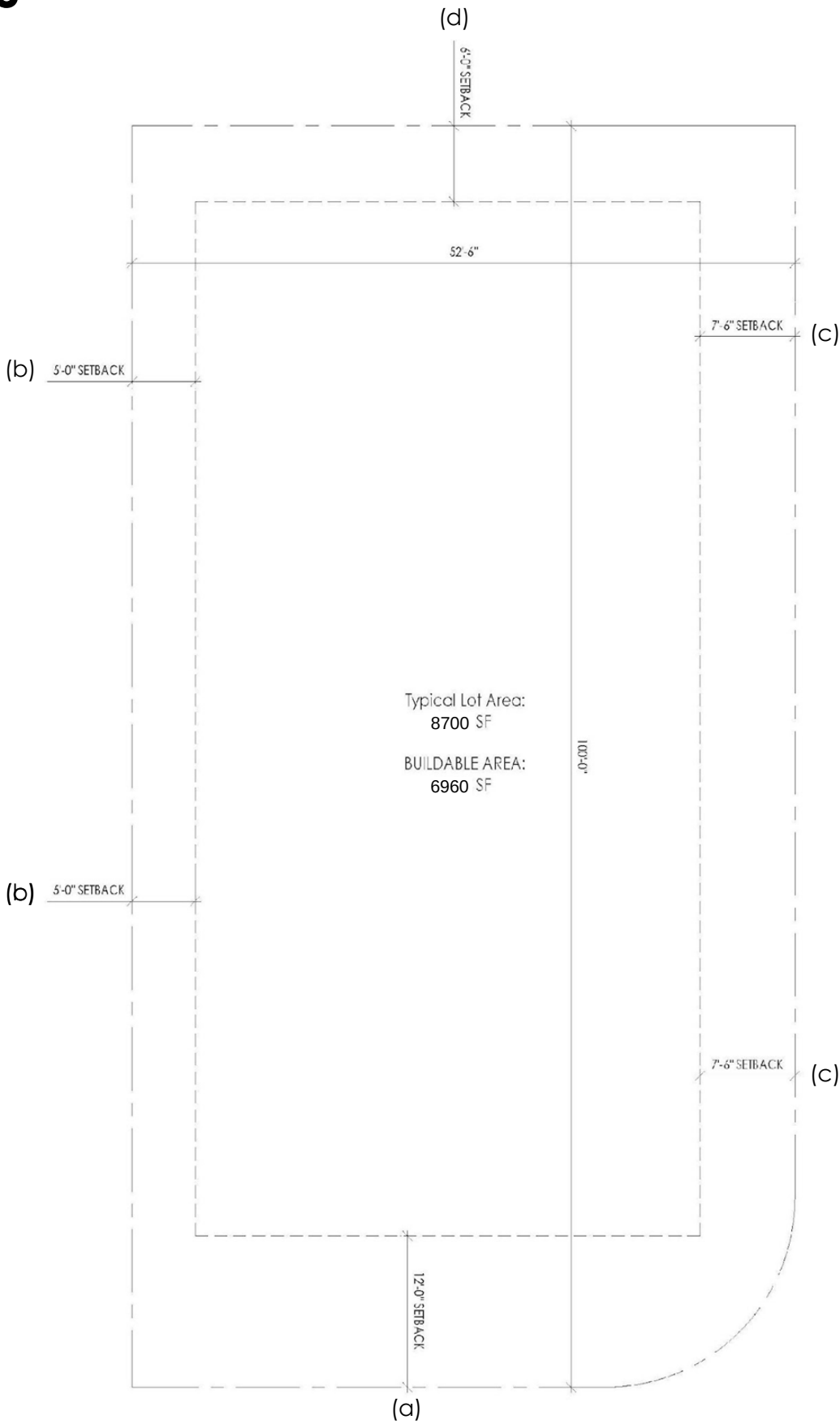
CORNER LOT



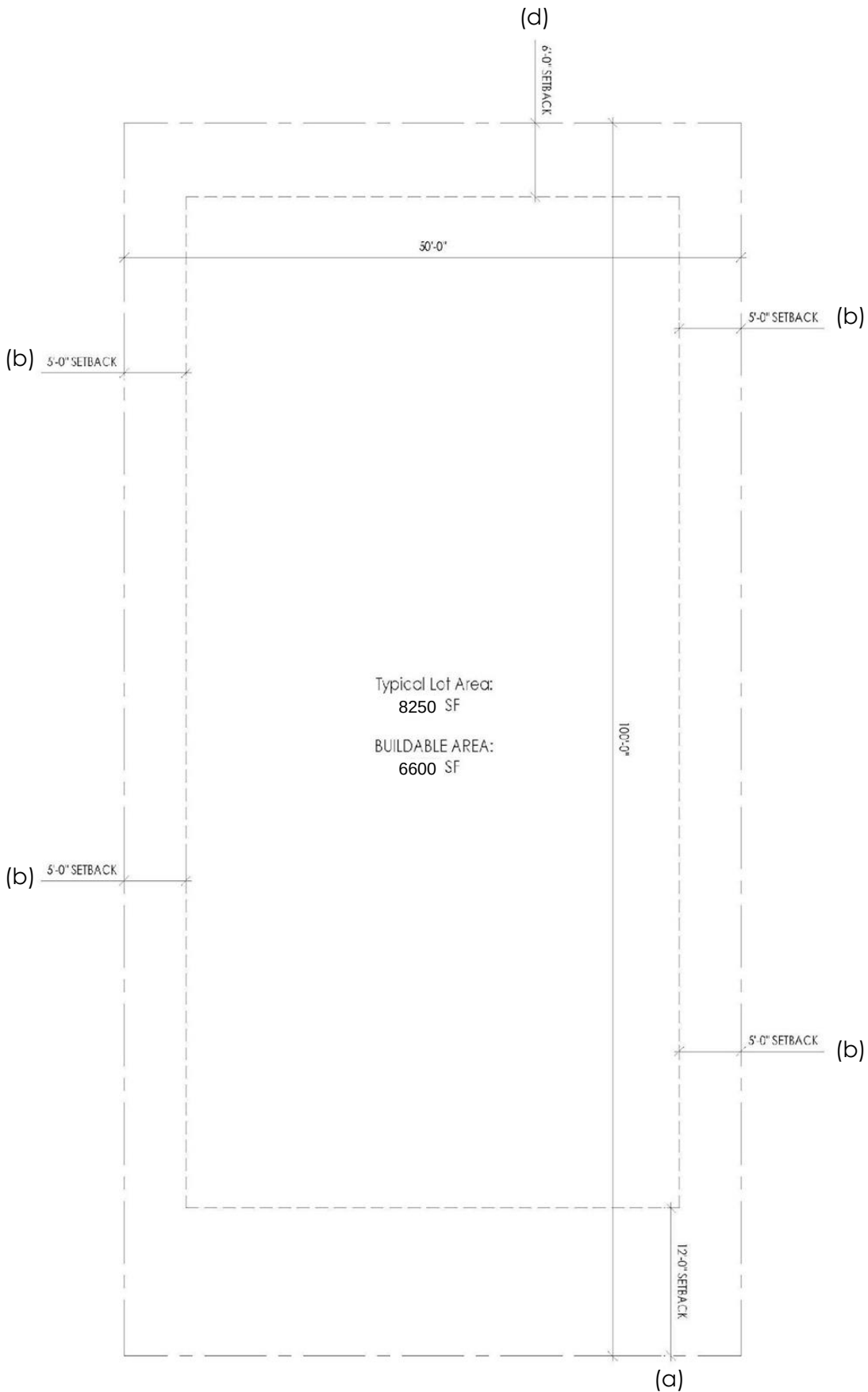
INTERIOR LOT

LOTING PLAN: VILLAGE LOTS

VILLAGE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	80% max.
Lot Frontage	60 - 64 ft.
Lot Depth	135 - 145 ft.
Off-Street Parking	4 stalls
SETBACKS	
(a) Front Setback	12 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	7.5 ft. min.
(d) Rear Setback	6 ft. min.



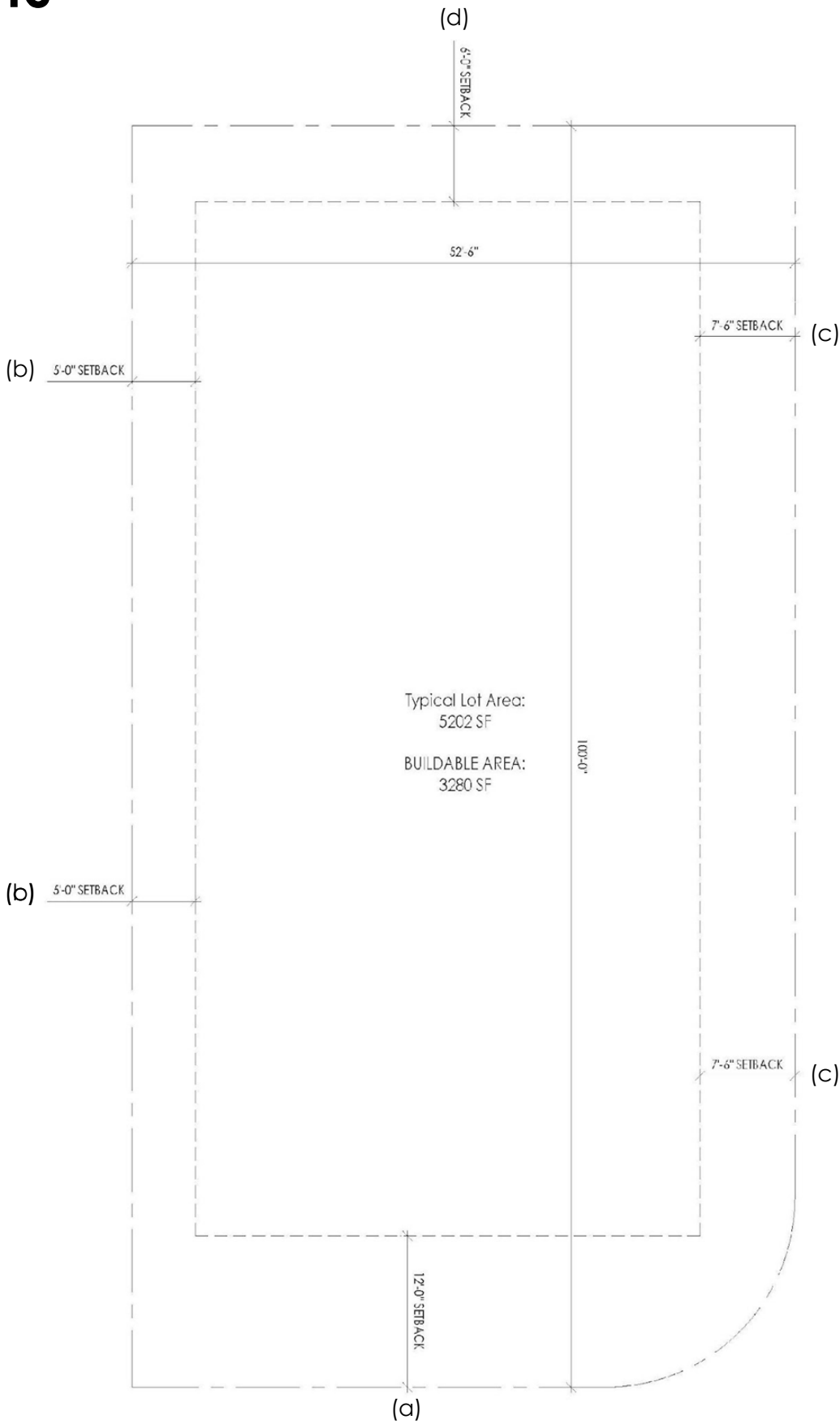
CORNER LOT



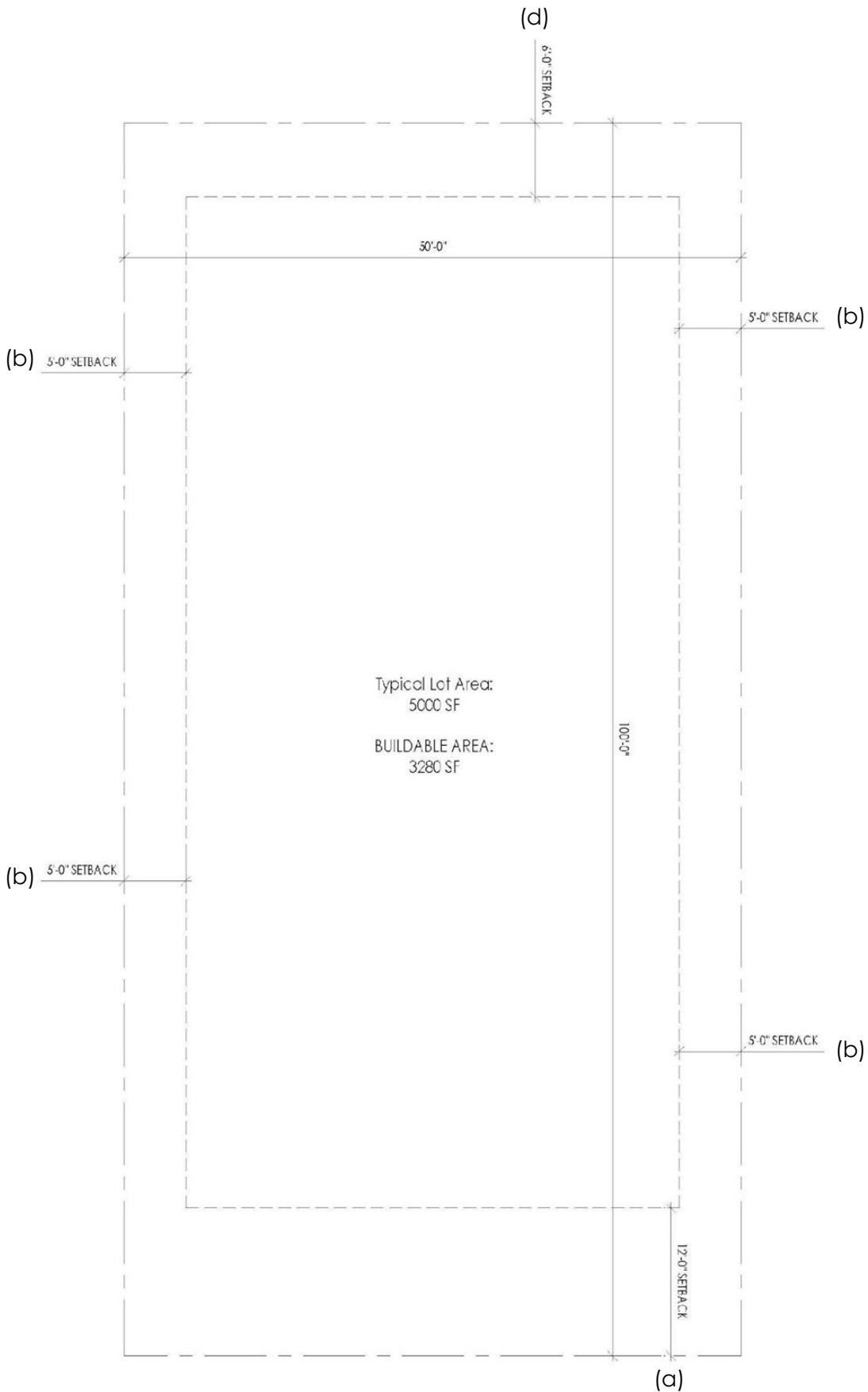
INTERIOR LOT

LOTTING PLAN: COTTAGE LOTS

COTTAGE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	80% max.
Lot Frontage	45 - 61 ft.
Lot Depth	100 - 130 ft.
Off-Street Parking	3 stalls
SETBACKS	
(a) Front Setback	12 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	7.5 ft. min.
(d) Rear Setback	6 ft. min.

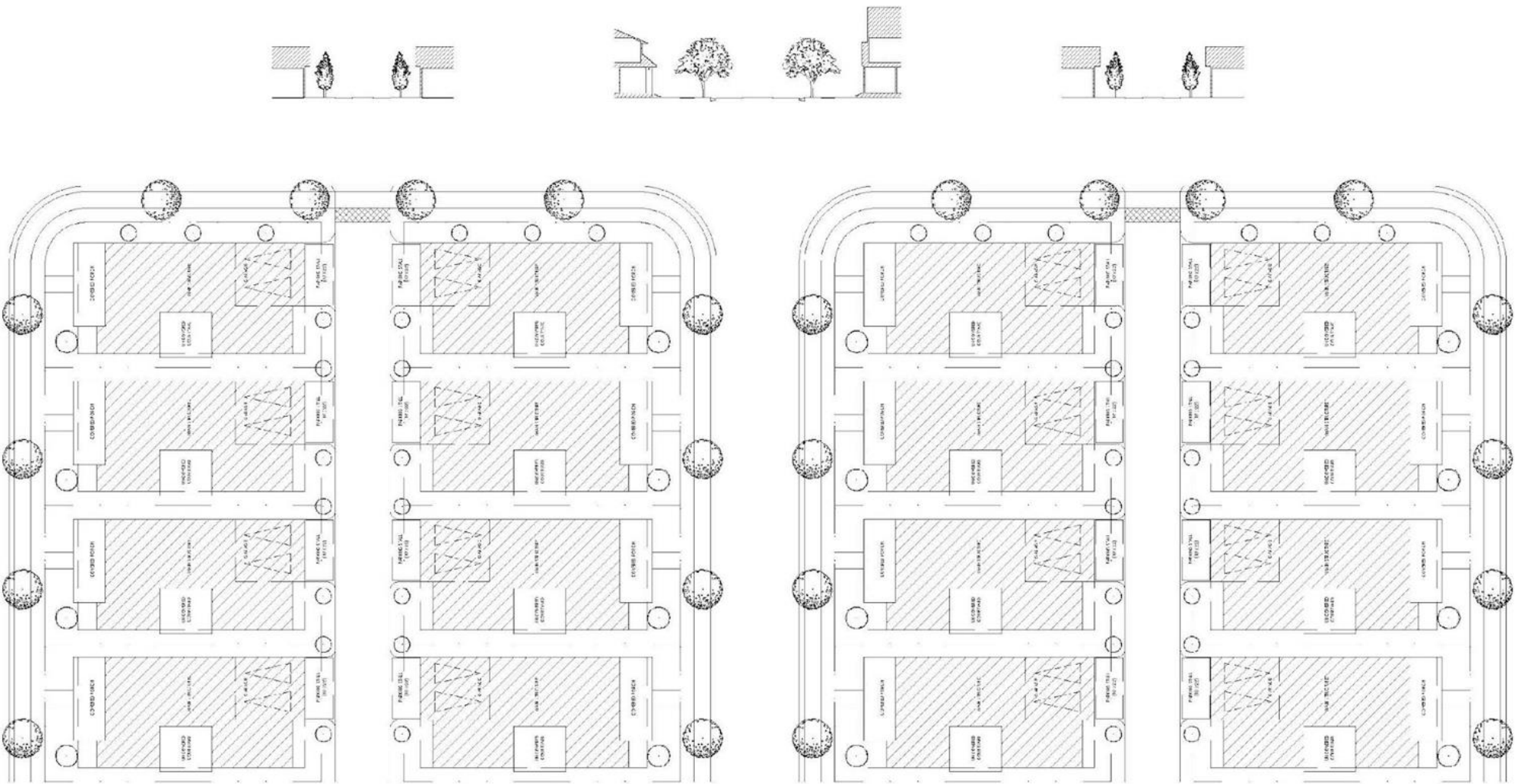


CORNER LOT

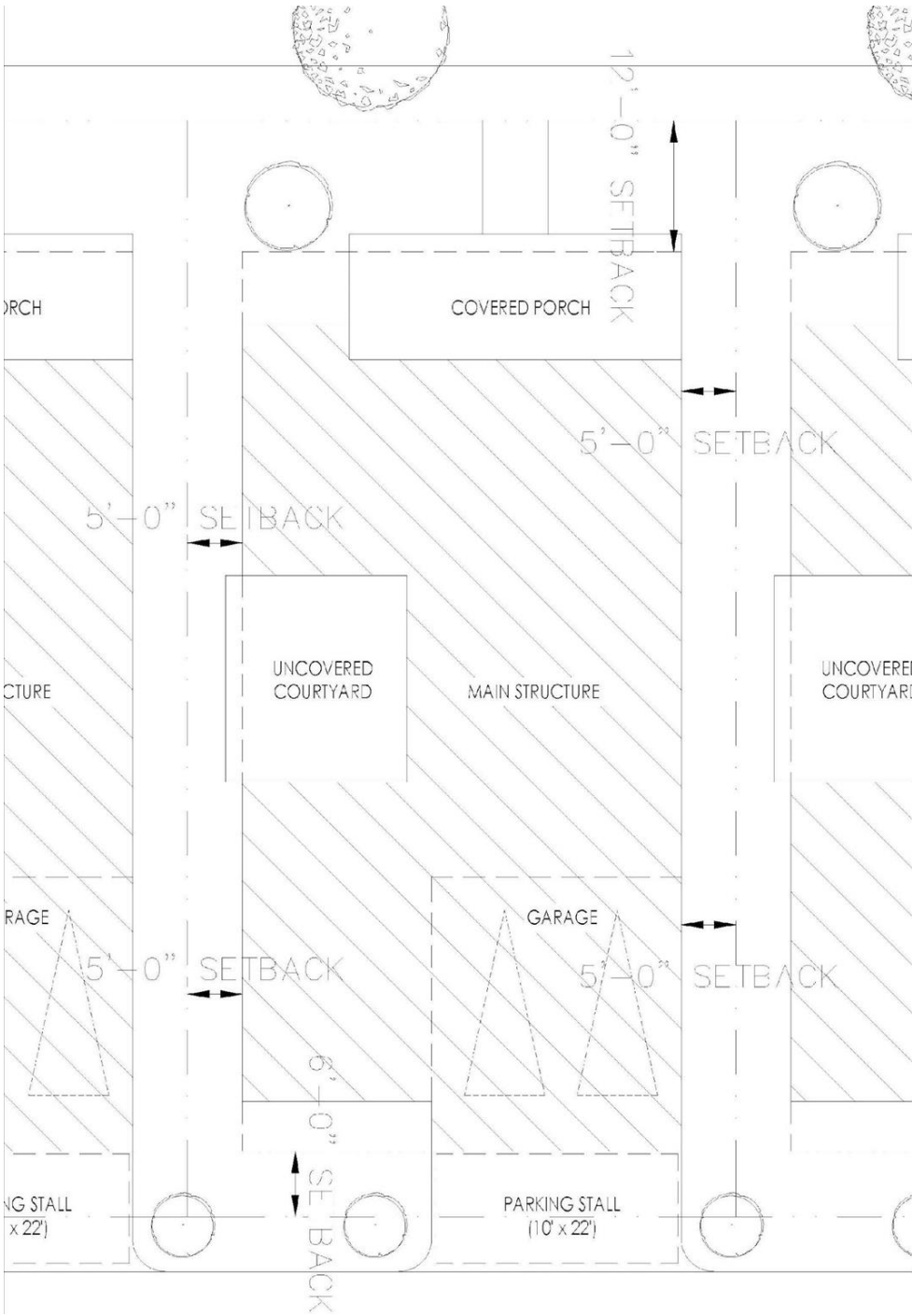


INTERIOR LOT

PARKING PLAN: COTTAGE LOTS



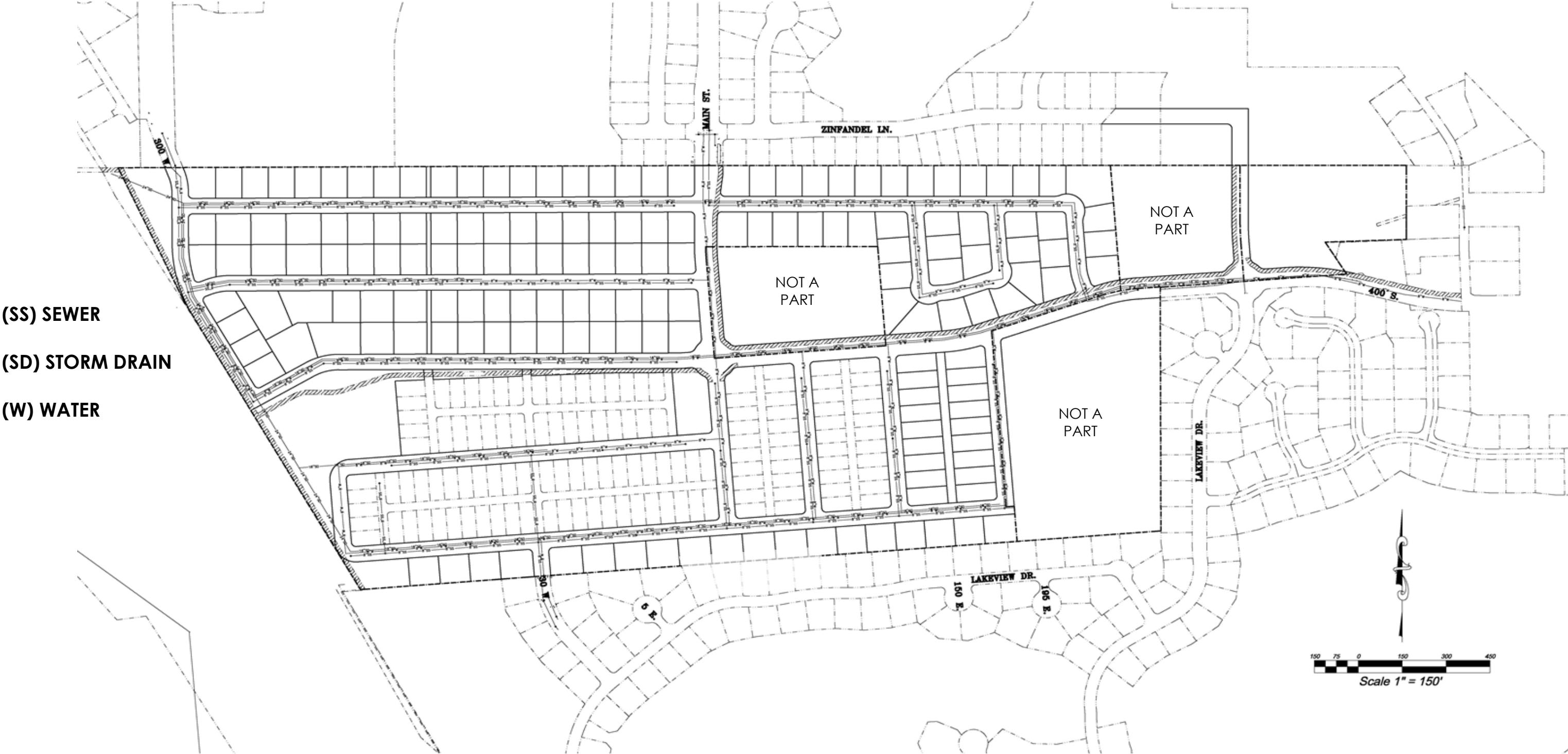
BLOCK LAYOUT



LOT LAYOUT

Description	Units	Stalls/Unit	Total Stalls
Parking provided	127	3.0	381.0
Parking required	127	2.5	317.5
Excess parking		0.5	63.5

CONCEPTUAL UTILITY PLAN



The City and Developer will agree in the Development Agreement upon the detailed phasing and timing of utilities, which phasing shall be consistent with the Phasing Plan in the Neighborhood Plan

EXHIBIT C
(Zoning Ordinance)

6 Holdaway Farms District

6.02 Purpose And Intent

6.04 District Location

6.06 Neighborhood Plan Required

6.08 Density

6.10 Process

6.12 Amendments To Approved Neighborhood Plans

6.14 Submission Requirements

6.16 Development Standards

6.18 Parking

6.20 District Uses

6.02 Purpose And Intent

1. Purpose and Intent. The purpose of the Holdaway Farms District (HF) is to allow for the establishment of residential neighborhoods, which display a mix of housing and open space types that facilitate lifestyle choices and opportunities for persons from a broad range of demographics and socioeconomics. Developments in the HF shall be designed to integrate households for different phases of life into a blended community through the allowable housing mix, which generates more complete and authentic neighborhoods.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.04 District Location

Refer to [EXHIBIT "A"](#)

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.06 Neighborhood Plan Required

A Neighborhood Plan will be required to guide future development in the HF. The submission requirements for a Neighborhood Plan are outlined in Section 7. Neighborhood Plans include the identification and placement of lot types, open space types, and infrastructure, utilities, and other aspects for future construction.

1. Neighborhood Plans shall include new streets and trails, ensuring the resulting blocks and the urban fabric are walkable and bikeable.
2. Neighborhood Plans identify the overall theme of a community. All elements of the development shall follow a unified theme.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.08 Density

1. This land use zone recognizes that in order for the City to be a well-rounded community, a variety of different housing styles, types and sizes should be permitted. The overall residential density within the district described in Section 2 shall not exceed 3.25 units per acre.
2. Project design should be context-sensitive. Proposed uses adjacent to existing development should be compatible in terms of density and provide an appropriate transition to higher intensity areas when applicable.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.10 Process

The process for the review and consideration of a Neighborhood Plan in the HF will be as follows, unless otherwise specified:

1. The Planning Commission shall conduct a public hearing on a Neighborhood Plan and shall make a recommendation to the City Council.
2. The City Council is the Land Use Authority for Neighborhood Plans and authorized to approve, approve with conditions, or deny a proposed Neighborhood Plan.
3. The same noticing requirements provided for amending zoning district maps under the Vineyard Zoning Ordinance shall apply to Neighborhood Plan applications and associated amendments.
4. A Development Agreement, which is compliant with an approved Neighborhood Plan, shall be required and shall meet the relevant provisions of City Code. A Development Agreement may be submitted simultaneously with, or after the approval of, a Neighborhood Plan.
5. Preliminary and Final Plats shall meet all requirements set forth under the Vineyard Subdivision Code [Title 14](#). Site Plans shall be in conformance with requirements of Section [15.36](#) of the Vineyard Zoning Ordinance except as otherwise provided herein.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.12 Amendments To Approved Neighborhood Plans

Modifications to the Neighborhood Plan text or exhibits may occur in accordance with the following amendment process:

1. Major Amendments: If an amendment is deemed major by the Community Development Director, the required approval process will be the same as that of the original Neighborhood Plan. Major amendments are modifications that change the intent of the Neighborhood Plan such as:
 - a. Those that significantly change the character or architecture of the Neighborhood Plan;
Those that decrease the size of parcels;
 - b. Those that increase or transfer residential density and non-residential intensity; and
 - c. Those that materially reduce open space amenities, or the amount of land dedicated to parks, trails, public use space, natural areas, or public facilities as shown on the approved Neighborhood Plan.
2. Minor Amendments. Minor amendments are accomplished administratively by the Community Development Director. Minor amendments include simple modifications to text or exhibits such as:
 - a. Minor changes in the conceptual location of streets, public improvements, or infrastructure;
 - b. Minor changes in the configuration of parcels;
 - c. Changes in the Phasing Plan that don't impact the delivery of Open Space and arterial Right of Ways.
3. Minor modifications of land use boundaries; and
4. Interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.14 Submission Requirements

Neighborhood Plans shall be required to include the following:

1. Character and Theme Plan - identifying the organizational design framework, showing a clearly recognizable neighborhood character and theme, while also distinguishing the neighborhood from others and cohesively unifying the neighborhood through its distinctive design elements. Community character and theme elements may include the following:
 - a. General Architecture — Identifying the proposed architectural styles and themes.

- b. Architectural Frontage Plan identifying the primary and secondary frontage for each building lot.
- c. Open space, landscaping, and recreational design concepts.
- d. Conceptual community signage and place identification.
- e. Street Naming Plan.

2. Transportation Network and Street Plan that shall include:

- a. Adjacent streets;
- b. Modifications to existing streets, if any;
- c. A key for the street network;
- d. Existing, new, and modified streets, rear lanes, and/or shared drives including:
 - i. Centerline radius,
 - ii. Data table indicating ownership,
 - iii. Right-of-way width,
 - iv. Number of vehicular lanes,
 - v. Street type; and
 - vi. Transportation provisions
- e. Any public existing or proposed bicycle ways, and trails within and adjacent to the Neighborhood Plan area; and
- f. Local street network consisting of all new streets within the neighborhood.

3. Preliminary Phasing Plan - including conceptual phase boundaries, acreages, and sequence of the identified phases. The preliminary phasing plan shall reflect conceptual public infrastructure such as streets, utilities, and open space areas. Private amenities and open space shown in the Neighborhood Plan shall be constructed no later than the middle phase of the overall HF development timeline. Specific phase timelines for public amenities and infrastructure will be established in the development agreement.

4. Open Space Plan - for each area assigned as open space including:

- a. General type, use, and programming concepts of all open spaces;
- b. Conceptual landscape treatment, proposed activities; and
- c. Recreational amenity concepts (public vs. private and active vs. passive).

5. Lotting Plan — including a conceptual plan for Lot Types and Parking to include:

- a. Layout and Description of all lot and unit types.
- b. Building configurations including number of buildings per lot, lot dimensions, building height, and parking.
- c. Setbacks for principal and accessory buildings.
- d. Lot coverage.
- e. Lot frontage.
- f. Off-street parking.

6. Conceptual Utility Plan — preliminary schematic with existing and conceptual proposed utility alignments to show how property will be served including drainage (land & storm water), sewer, culinary and secondary water connections and any other existing or conceptual proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project. Due to high ground water levels, residential units with a basement level shall require a foundation drain and connection to an approved land drain system, unless such requirements are deemed unnecessary by the City Engineering Department based on geotechnical or other related analysis. All public utilities shall be located in a street or alley sufficiently designed to allow proper spacing and access for maintenance.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.16 Development Standards

1. Lot Standards - The Lotting Plan shall contain a variety of housing types and shall address the following:

- a. Lot types, sizes, configurations, and neighborhood compatibility. Transitions should be proposed from uses and development standards on adjacent developments.
- b. Lots for neighborhood support uses, including but not limited to churches and schools, if deemed necessary, which are adequate to serve the future population of the neighborhood. In a manner consistent with state and federal law, the applicant will coordinate with applicable organizations (such as the school board) to determine the future demand for such facilities.

2. Transportation and Street Networks. - The street network plan must map streets and intersections as follows:

- a. All streets must connect to other streets with intersections, forming a network.
- b. New streets must connect wherever possible to streets outside of the neighborhood.
- c. The right-of-way (ROW) width of new streets is subject to approval by the City Engineer and subject to compliance with all

current engineering and public safety standards.

- d. New street types may be presented but require review by the City Engineer and approval by the City Council as part of a specific Neighborhood Plan.
- e. Rear lanes and shared drives must comply with public safety standards.
- f. Rear lanes must be accessed by a minimum of two points along the edge of the block and may be dedicated as private Right of Ways or Access Easements for the benefitted users.
- g. Shared drives are accessed by one point along the edge of the block and may be dedicated as private Right of Ways or Access Easements for the benefitted users.

3. Open Space.

- a. A minimum of ten percent (10%) of the gross area of the proposed neighborhood plan shall be dedicated towards improved and publicly accessible open space.
- b. Required minimum open space areas shall include amenities serving a public benefit and shall be identified in the Neighborhood Plan and Development Agreement. Amenities provided may include, but are not limited to, pavilions, wayfinding signage, sports courts and fields, bicycle infrastructure, playground facilities, dog parks, public restrooms, maintenance facilities, water features and trail corridors.
- c. Objectives of open spaces in a Neighborhood Plan shall consist of the following:
 - i. Create neighborhood gathering places.
 - ii. Promote the character and theme of the neighborhood.
 - iii. Create a comprehensive open space system within the neighborhood based on a hierarchy of activity(active -vs- passive), programming(formal -vs- informal), and users (children, teenagers, and/or adults).
 - iv. Provide connections to natural open space of the Utah Lake Shoreline and regional trail systems.
 - v. Provide distribution/proximity of open space within a short walking distance of every home.
 - vi. May provide dual purpose(s) with ecological functions (when appropriate) within the open space type.
- d. Signage and Entry Features. - All signs shall comply with City Code Sign Regulations with the following exceptions:
 - i. In establishing a strong neighborhood theme and character, an architectural entry structure will be permitted. The sign portion of an Entry Structure for a residential development containing fewer than 100 dwelling units shall not exceed 7.5 feet in height; the sign portion of an Entry Structure for a residential development containing 100 or more units shall not exceed 10 feet in height.
 - ii. The architectural structure will require review and approval by the City Council. An artistic feature may be placed above the 10-foot maximum height for signs. The artistic feature will not be allowed to be illuminated.

e. Architectural Standards.

- i. HF should provide a variety of home styles, textures, and colors on each street to create a diverse and varied street scene. Neighborhoods with minimal visual variation, and homogenous application of the approved architectural styles are not permitted in order to ensure that street scenes are non-repetitive. Variation shall be achieved through a combination of architectural styles, materials, material textures, colors, and floor plans. Guidelines for style and color shall be given equal weight when evaluating compliance with this standard.

- ii. All facades facing public roadways will be considered a primary frontage requiring architectural detailing.

f. Landscaping and Fencing. - Landscaping and Fencing must comply with City Code. Exceptions or modifications may be considered at the time of Neighborhood Plan approval if the modification does not result in less landscaping. For example, in some cases, it may be beneficial to slightly reduce plant size in exchange for more plants. Landscaping and fencing definitions may be modified as a part of the Neighborhood Plan, if necessary, for compliance with the Character and Theme Plan. Landscaping options that are drought tolerant and promote low water usage, among other options, shall be included in the neighborhood plan. Trees and landscaping located in public right-of-way or public open space shall comply with the Vineyard Tree and Landscape Manual.

g. Building Height.

- i. The maximum building height for residences in the HF is 35 feet.
- ii. The maximum building height for private amenity buildings in the HF is 45 feet, if such incremental height is to create architectural interest.
- iii. Building height is measured from the top of the back of curb to the highest point of the building or structure.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.18 Parking

1. The Neighborhood Plan shall comply with the requirements of [Chapter 15.38](#) of the Vineyard Zoning Ordinance with the following exceptions, which are applicable solely to residences in the cottage lots / active adult community:
 - a. Two and one-half (2.5) off-street parking stalls shall be required for each residential unit.
 - b. The minimum parallel parking stall size shall be eight (8) feet wide by twenty- four (24) feet long, provided however, that the front of the parking space may overhang two (2) feet into a landscape strip.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.20 District Uses

1. Holdaway Farms District Use Table: The HF district use table lists all use types and whether, in the Holdaway Farms Special District (“HF”), the use type is permitted (P), allowed through the provision of a conditional use permit (C), permitted as an accessory use (A) to a principal use or permitted for temporary timeframe (T).
2. Prohibited Uses: All uses marked with an “N” in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.
3. Additional Requirements: In addition to requirements listed at the bottom of the district use table, additional requirements for specific uses are listed in VZC 15.14 Special Purpose Districts, [VZC 15.32](#) General Property Development Standards and [VZC 15.34](#) Supplementary Development Standards of the zoning ordinance.

Holdaway Farms District Uses		Allowances
Uses	Dwelling, Multiple-Family	N
	Dwelling, Single-Family	P
	Dwelling, Two-Family	N
	Model Home or Unit	p
	Residence for Persons with a Disability	p ²
	Residential Facility for Elderly Persons	p ²
	Residential Lease, Short-term	N
	Residential Lease, Long-term	P
	Nursing Home, Convalescent Care	C
	Assembly, Place of	C ¹
	Commuter and Light Rail Facilities and Station	N
	Earth Station (Satellite Dish Farm)	N
	Educational Facility	C

Emergency Care Facility	N
Environmental Remediation Activities	N
Farmers' Market	N
Heliport	N
Hospital	N
Liquor Store (State Owned)	N
Major Facility of a Public Utility	N
Minor Facility of a Public Utility	C
Museum	n
Open Space and Trails	P
Parks and Associated Facilities	P
Park and Ride Facility	N
Power Plant	N
Public Use	C
Recycling Collection Center	N
Recycling Processing Facility	N
Transit Passenger Hub (intermodal)	N
Wireless Telecommunications Site/Facility	N
Accessory Building	P ²
Accessory Dwelling Unit	P ²
Accessory Use	P
Home Day Care (one to seven children)	P
Home Day Care (eight to ten children)	C
Home Preschool (one to seven children)	P
Home Preschool (eight to ten children)	C
Household Pets, Noncommercial	P ²
Sign -Temporary	T ⁶
Swimming Pool	P ²

	Temporary Use	T ⁵
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Accessory Use: An accessory use, unless otherwise permitted in the zoning ordinance, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site. P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non— Permitted Use; X' = Additional Standards Below.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

EXHIBIT D

(Phasing plan of the Project)



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 06-29-2022

Agenda Item: 9.6 Center Street Trailhead Parking Betterment Agreement

Department: Community Development Department, Engineering Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion:

City Staff was tasked with developing parking solution for the high use of the Center Street Trail Head, located west of 300 West and Center Street intersection in Vineyard City.

The request was driven by the complaints from residents regarding trail users' cars parking along the 300 West, a collector road with no on or off-street parking, and trail users' cars parking in the adjacent neighborhood blocking residents from utilizing their street and creating traffic and public safety concerns.

City Staff estimated that trail users' cars approximate to an average of 20 to 40 cars at the early days of Spring, with those numbers estimated to increase as the warmer weather allows for more residents, visitors, and families to utilize the city's waterfront trail system and parks.

City Staff engaged with Home Center Construction, the contractor who is currently developing and building new neighborhoods located directly east of the Center Street Trail Head to seek a solution to provide off-street parking for the city's trail users. Home Center Construction provided a preliminary design (*Attachment B*) with the furthest parking stall approximately 0.3-miles and closet stall approximately 0.14-miles from the trail head. This proposal requires Home Center Construction to alter their city approved development plans. Home Center Construction has agreed to charge the city for the improvements at the cost above what they would have spent (\$27,428) based on the approved design (*Attachments C & D*)

The proposed solution will add forty-eight (48) parking stalls in an area closest to the Center Street Trail with 24 stalls located along the north parking lot and 14 stalls located along the south parking lot. Additionally, City Staff will provide ADA improvements to the current parking located at the trail head.



VINEYARD CITY COUNCIL STAFF REPORT

Fiscal Impact:

Total: \$123,240.70 in FY23

- \$74,862, North Parking Lot
- \$32,175, South Parking Lot
- \$5,000 for ADA Improvements at Center Street Trail Head
- 10% Contingency

Recommendation:

Staff Recommends Approval

Sample Motion:

Option 1:

I move to adopt Resolution 2022-32, approving the project Construct 300 West Trailhead Parking Project, NORTH and SOUTH parking lots, AND direct the City Manager to enter into a betterment agreement with Home Center Construction.

Option 2:

I move to adopt Resolution 2022-32, approving the project Construct 300 West Trailhead Parking Project, NORTH parking lot ONLY, AND direct the City Manager to enter into a betterment agreement with Home Center Construction.

Option 3:

I move to adopt resolution 2022-32, approving the project Construct 300 West Trailhead Parking Project, SOUTH parking lot ONLY, AND direct the City Manager to enter into a betterment agreement with Home Center Construction.

Attachments:

Resolution 2022-32

- A. Aerial of Trail Head Parking
- B. Parking Exhibit – Engineer's Layout
- C. Schedule A Cost Break Down for North Parking Lot
- D. Schedule A Cost Break Down for South Parking Lot

VINEYARD CITY COUNCIL STAFF REPORT
Aerial Map



RESOLUTION 2022-32

A RESOLUTION OF THE VINEYARD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRAILHEAD PARKING BETTERMENT AGREEMENT

WHEREAS, residents of Vineyard City have complained about users of the Center Street Trailhead parking cars along the 300 West; and

WHEREAS, 300 West was designed and constructed as a collector road with no on- or off-street parking; and

WHEREAS, City staff has observed vehicles parked along 300 West and along streets in the adjacent neighborhoods in a manner that obstructs the use of the neighborhood streets by residents, obstructs traffic, and creates public safety concerns; and

WHEREAS, the City Council recognizes the Center Street Trailhead, located west of the intersection of 300 West and Center Street in Vineyard City, as an important recreational resource to Vineyard City residents; and

WHEREAS, the City Council recognizes the need for parking to accommodate high use of the Center Street Trailhead and to ameliorate present parking concerns; and

WHEREAS, City staff has communicated with Home Center Construction, the contractor who is currently developing and building new neighborhoods located directly east of the Center Street Trailhead, to seek a solution to provide off-street parking for the city's trail users.

WHEREAS, Home Center Construction provided a preliminary design (Attachment A) with the furthest parking stall approximately 0.3-miles and closet stall approximately 0.14-miles from the trailhead; and

WHEREAS, Home Center Construction has agreed to construct the improvements by charging the city the cost above what they would have spent based on the approved design (Attachments B & C); and

WHEREAS, the proposed design would add forty-eight (48) parking stalls in an area closest to the Center Street Trailhead, with 24 stalls located along the north parking lot, and 14 stalls located along the south parking lot; and

WHEREAS, in conjunction with these parking improvements, City staff will provide ADA improvements to the current parking located at the trailhead.

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

Section 1. Approval. The City Council authorizes the City Manager to enter into a Center Street Trailhead Parking Betterment Agreement with Home Center Construction at the option listed below, and not to exceed the estimated fiscal impact stated below:

FISCAL IMPACT:

Total: \$123,240.70 in FY23

- \$74,862, North Parking Lot
- \$32,175, South Parking Lot
- \$5,000 for ADA Improvements at Center Street Trail Head
- 10% Contingency

_____ Option 1: Construct the NORTH and SOUTH parking lots;

_____ Option 2: Construct the NORTH parking lot ONLY; or

_____ Option 3: Construct the SOUTH parking lot ONLY

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

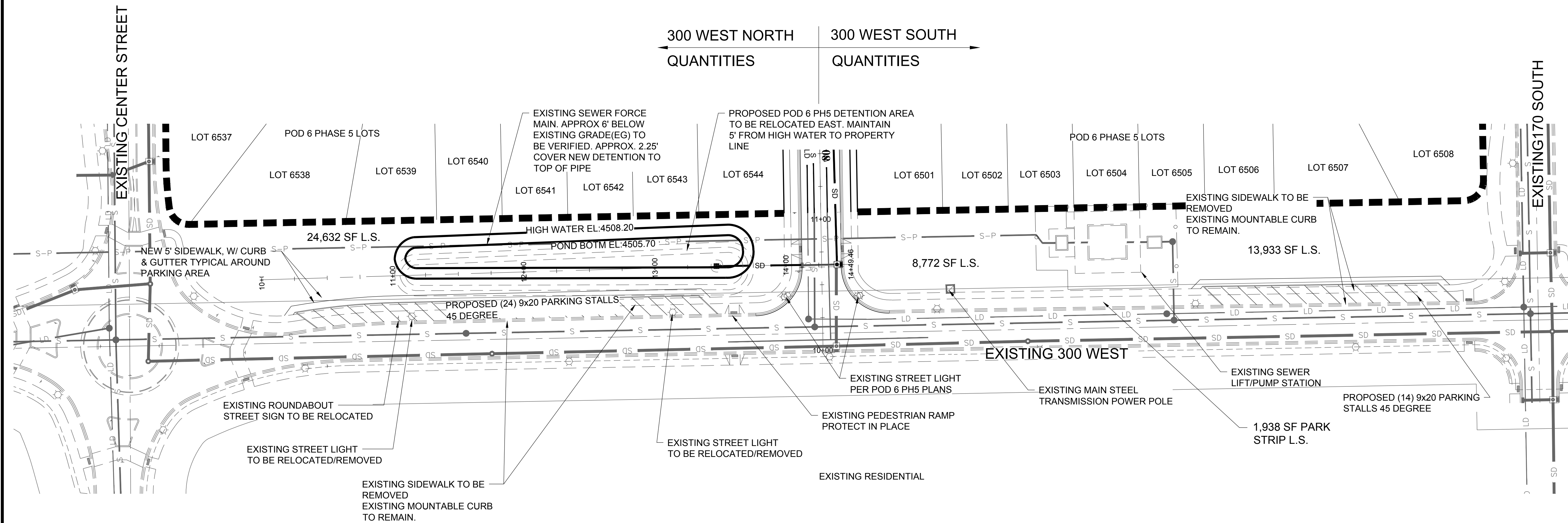
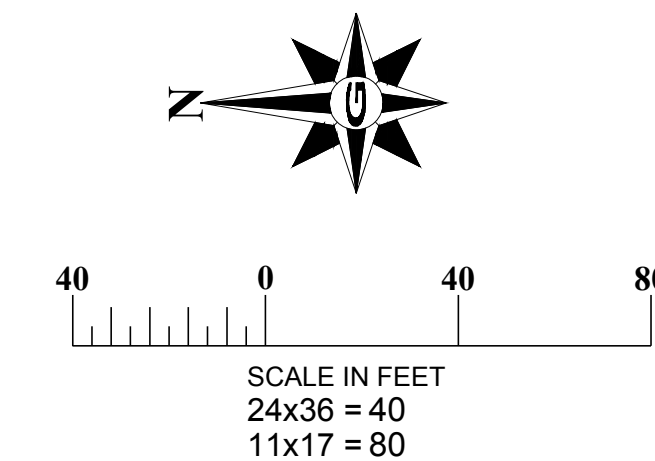
Section 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 29th day of June 2022.

Mayor

Attest:

Recorder



QUANTITIES 300 WEST NORTH
330 LF EXISTING SIDEWALK REMOVAL
4,332 SF AC PARKING AREA
347 LF NEW APWA 'P' CURB PARKING AREA
1,612 SF NEW CONCRETE 5' WIDE SIDEWALK AROUND PARKING AREA
460 LF 4" WIDE PARKING STRIPING
2 EA REMOVE or RELOCATE EXISTING STREET LIGHTS

* RELOCATION OF EXISTING DRY UNDERGROUND UTILITIES NOT A PART OF THIS QUANTITY ESTIMATE. COORDINATION WITH UTILITY ENTITIES TO BE DONE SEPARATELY.

QUANTITIES 300 WEST SOUTH
185 LF EXISTING SIDEWALK REMOVAL
2,525 SF AC PARKING AREA
218 LF NEW APWA 'P' CURB PARKING AREA
968 SF NEW CONCRETE 5' WIDE SIDEWALK AROUND PARKING AREA
260 LF 4" WIDE PARKING STRIPING

* RELOCATION OF EXISTING DRY UNDERGROUND UTILITIES NOT A PART OF THIS QUANTITY ESTIMATE. COORDINATION WITH UTILITY ENTITIES TO BE DONE SEPARATELY.

300 W STREET PARKING EXHIBIT
THE COTTONWOODS AT THE HOMESTEADS
POD 6, PHASE 5
VINEYARD, UTAH 84059
UTAH COUNTY, UTAH

REVISIONS	
REV	DATE
1	4-25-22
2	5-4-22
BY: JG/BP	
CHECKED: JG/BP	
APPROVED: JG/BP	
DATE: MAY 2022	
DRAWING NAME: 300 W STREET PARKING EXHIBIT	
DESIGNED/DRAWN BY: JG/BP	
1" SCALE MEASURES 1" ON FULL SIZE SHEET	
ADJUST FOR HALF SIZE SHEET	

THE COTTONWOODS AT THE HOMESTEADS

TILSON ENGINEERING
Consulting Engineers & Surveyors
12401 SOUTH 450 EAST BUILDING C, UNIT 2, DRAPER, UT 84020
PHONE: (801) 971-9414 FAX: (801) 971-9449

REVISION: -
PROJ. # **AIM.053**
EXBT

SCHEDULE A
HOMESTEADS, VINEYARD, UT
IMPROVEMENT COSTS - POD 6; Phase 5
PARKING STALLS - 300 W. NORTH

ITEM	REYNOLDS BROS.			
	Phase 5 - Parking North			TOTAL
	Unit \$	Unit	Quantity	\$ COST

SITE DEMOLITION

Traffic Control	\$ 2,600.00	LS	1	\$ 2,600.00
Saw Cutting	\$ 4.00	LF	150	\$ 600.00
Remove Site Concrete	\$ 65.00	CY	40	\$ 2,600.00
SUB TOTAL				\$ 5,800.00

EARTHWORK

General Conditions/Mobilization	\$ 5,500.00	LS	1	\$ 5,500.00
Clear, Grub and Haul Away	\$ 45.00	CY	40	\$ 1,800.00
Excavate Parking Stalls to Subgrade	\$ 8.00	CY	400	\$ 3,200.00
Haul Excaess Soil to Pod 7	\$ 10.00	CY	400	\$ 4,000.00
Grade Subgrade	\$ 0.30	SF	6,100	\$ 1,830.00
Curb & Gutter Grade & Base	\$ 9.00	LF	360	\$ 3,240.00
Backfill Curb & Gutter	\$ 4.00	LF	360	\$ 1,440.00
Sidewalk Grading	\$ 1.00	SF	1,680	\$ 1,680.00
Road Base Under Sidewalk	\$ 50.00	TON	80	\$ 4,000.00
Place Granular Borrow Under Asphalt Paving	\$ 40.00	TON	150	\$ 6,000.00
SUB TOTAL				\$ 32,690.00

SITE IMPROVEMENTS

24" Modified Curb & Gutter	\$ 30.00	LF	360	\$ 10,800.00
Sidewalk	\$ 5.00	SF	1,680	\$ 8,400.00
4" Asphalt with 4" Road Base	\$ 4.30	SF	4,500	\$ 19,350.00
SUB TOTAL				\$ 38,550.00

MISCELLANEOUS

Testing	\$ 1,500.00	LS	1	\$ 1,500.00
Remove and Replace Street Lights	\$ 6,500.00	SF	2	\$ 13,000.00
Remove and Replace Street Signs	\$ 650.00	LF	1	\$ 650.00
SUB TOTAL				\$ 15,150.00

TOTAL	\$ 92,190.00
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NOTE: Credit Towards Landscaping Bond (4,332 S.F. X \$4.00)	\$ 17,328.00
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SCHEDULE A
HOMESTEADS, VINEYARD, UT
IMPROVEMENT COSTS - POD 6; Phase 5
PARKING STALLS - 300 W. SOUTH

ITEM	REYNOLDS BROS.			
	Phase 5 - Parking South			TOTAL
	Unit \$	Unit	Quantity	\$ COST

SITE DEMOLITION

Traffic Control	\$ 1,250.00	LS	1	\$ 1,250.00
Saw Cutting	\$ 4.00	LF	100	\$ 400.00
Remove Site Concrete	\$ 65.00	CY	20	\$ 1,300.00
SUB TOTAL				\$ 2,950.00

EARTHWORK

General Conditions/Mobilization	\$ 4,000.00	LS	1	\$ 4,000.00
Clear, Grub and Haul Away	\$ 45.00	CY	20	\$ 900.00
Excavate Parking Stalls to Subgrade	\$ 8.00	CY	150	\$ 1,200.00
Haul Excaess Soil to Pod 7	\$ 10.00	CY	150	\$ 1,500.00
Grade Subgrade	\$ 0.30	SF	3,500	\$ 1,050.00
Curb & Gutter Grade & Base	\$ 9.00	LF	210	\$ 1,890.00
Backfill Curb & Gutter	\$ 4.00	LF	210	\$ 840.00
Sidewalk Grading	\$ 1.00	SF	980	\$ 980.00
Road Base Under Sidewalk	\$ 50.00	TON	40	\$ 2,000.00
Place Granular Borrow Under Asphalt Paving	\$ 40.00	TON	50	\$ 2,000.00
SUB TOTAL				\$ 16,360.00

SITE IMPROVEMENTS

24" Modified Curb & Gutter	\$ 30.00	LF	220	\$ 6,600.00
Sidewalk	\$ 5.00	SF	980	\$ 4,900.00
4" Asphalt with 4" Road Base	\$ 4.30	SF	2,550	\$ 10,965.00
SUB TOTAL				\$ 22,465.00

MISCELLANEOUS

Testing	\$ 500.00	LS	1	\$ 500.00
SUB TOTAL				\$ 500.00

TOTAL	\$ 42,275.00
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NOTE: Credit Towards Landscaping Bond (2,525 S.F. X \$4.00)	\$ 10,100.00
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VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 6/29/2022

Agenda Item: 9.7 Vineyard Firework Restrictions

Department: Admin

Presenter: Ezra Nair

Background/Discussion:

With the continued drought conditions the city is experiencing, we would like to present the same firework restrictions as last year.

As noted in 2021, The Utah League of Cities and Towns released a memo outlining the authority for a city to restrict fireworks. The state code allows a city to restrict fireworks within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas.

Last year we created a map that outlines the areas that we believe should be restricted this year. It is a 200-foot border along our lakeshore and a 200-foot border around the Grove Park wetlands and the wetlands between the Elms and the Meadows subdivisions.

City Code 13.12.060 allows the City to approve the use of fireworks on public property. It is also proposed to permit fireworks in public open space at Grove Park as designated in the attached exhibit during the following calendar days: July 4th 11am-12pm, July 24th 11am-12pm, and December 31 11am-1am Jan 1st.

Potential Impacts:

N/A

Recommendation:

Staff recommendation is to approve the map designating the firework restrictions for the 2022 firework season and permit fireworks in public open space as presented.

Sample Motion:

I move to approve Ordinance 2022-11, the firework restrictions and permitted areas as presented by staff.

Attachments:

Ordinance 2022-11

Firework Restriction Map

Open Space Fireworks Map

VINEYARD

ORDINANCE 2022-11

AN ORDINANCE OF VINEYARD CITY, UTAH RESTRICTING THE USE OF PERSONAL FIREWORKS WITHIN 200 FEET OF THE LAKESHORE, GROVE PARK WETLANDS, AND WETLANDS BETWEEN THE ELMS AND MEADOWS SUBDIVISIONS

WHEREAS, the Vineyard City Council finds that the current drought conditions existing within the State of Utah, Utah County, and Vineyard City present dangerous conditions relating to fire danger; and

WHEREAS, the Vineyard City Council further finds that the City, throughout all areas within 200 feet of waterways, trails, brush covered, dry grass covered, tree covered, or similar areas which, due to the above-referenced drought conditions, is extremely susceptible to fire; and

WHEREAS, the City's fire code officials have provided an opinion to the city that the above-referenced findings of the city are accurate and the fire danger within the City is extreme and that such danger would be reduced by prohibiting the discharge of personal fireworks within 200 feet of particularly flammable areas and allowing the use of personal fireworks in designated public park areas where the fire risks can be managed appropriately; and

WHEREAS, the Vineyard City Council has determined that the minimal restriction on public convenience which would occur through a restriction on the use of personal fireworks in areas where there is extreme fire danger is significantly outweighed by the need to protect public health and safety and to take precautions to guard against the existing extraordinary fire danger;

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

Section 1. Restriction on Personal Fireworks. Pursuant to the provisions of *Utah Code Ann.* § 15A-5-202.5, and based on the findings noted above, the use of personal fireworks is hereby restricted in all areas within 200 feet of the lakeshore, Grove Park wetlands, and wetlands between the Elms and Meadows subdivisions as indicated in the map attached as **"Exhibit A"** and incorporated herein by reference. This restriction shall remain in effect until October 15, 2022, unless earlier terminated by action of the City Council. This restriction shall not apply to permitted public fireworks displays authorized by the City and approved by the City's fire code official.

Section 2. Use of Personal Fireworks Permitted in Designated Public Park Areas. The general prohibition of section 13.12.060 against the use of personal fireworks in any public park located in Vineyard City notwithstanding, and to allow for the use and enjoyment of personal fireworks in a time, manner, and location that can be managed to reduce the risk of fire and injury to person or property, on the dates and times indicated below the City shall permit the use

of personal fireworks in certain areas of public parks located in Vineyard City as indicated in the map attached as “**Exhibit B**” and incorporated herein by reference:

- Between 11:00 a.m. and 11:59 p.m. on July 4, 2022;
- Between 11:00 a.m. and 11:59 p.m. on July 24, 2022; and
- Between 11:00 a.m. on December 31, 2022, and 1:00 a.m. on January 1, 2023.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts, and provisions of this Ordinance shall be severable.

Section 3. Effective Date. For the protection and preservation of public health and safety, this Ordinance shall take effect immediately upon its passage. The City Recorder is hereby directed to publish and/or post this Ordinance forthwith.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder
Vineyard

VINEYARD

**FIREWORK
RESTRICTIONS**

 No Firework Zone
200 FEET FROM TRAILS & WETLANDS



VINEYARD CITY OPEN SPACE FIREWORKS AREAS



FIREWORKS PERMITTED IN DESIGNATED PUBLIC OPEN SPACE AREAS AS SHOWN ON MAP FROM JULY 4TH 11AM-12PM, JULY 24TH 11AM-12PM, AND DECEMBER 31 11AM-1AM JAN 1ST.

- FIREWORKS ARE PROHIBITED IN ALL OTHER VINEYARD CITY PUBLIC OPEN SPACE AREAS.

- USE FIREWORKS AS DIRECTED BY MANUFACTURER.

- INDIVIDUALS ARE RESPONSIBLE TO CLEAN UP ALL DEBRIS.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 29, 2022

Agenda Item: 9.8 Vineyard City Fiscal Year 2022-2023 Budget and Certified Tax Rate

Department: Finance

Presenter: David Mortensen, Finance Director

Background/Discussion:

Utah Code Section 10-6-118 requires that a final budget be adopted by the governing body of the city before June 30 of each fiscal period for the ensuing fiscal period for each fund for which a budget is required. City Staff recommends adoption of the Vineyard City Fiscal Year 2022-2023 Budget as outlined in the attached detail worksheet.

Utah Code Section 10-6-133 requires that before June 30 of each fiscal period the governing body of the city shall by ordinance or resolution set the real and personal property tax levy for various municipal purposes. The certified tax rate for Vineyard City as set by Utah County is 0.002903, and the projected property tax revenue for the General Fund for fiscal year 2022-2023 is \$3,099,914.

Fiscal Impact (including transfers in/out from/to other funds):

General Fund - \$10,322,992 Total Revenues and Transfers In; \$74,500 Fund Balance Appropriation; \$10,397,492 Total Expenditures & Transfers Out

Impact Fee Fund - \$655,000 Total Revenues; \$430,000 Total Expenditures

Capital Projects Fund - \$325,000 Total Transfers In; \$605,000 Beginning Fund Balance Appropriation; \$605,000 Total Expenditures

Water Fund - \$11,370,174 Total Revenues; \$3,457,885 Fund Balance Appropriation; \$14,828,059 Total Expenses & Transfers Out

Wastewater Fund - \$1,825,770 Total Revenues; \$125,994 Fund Balance Appropriation; \$1,951,764 Total Expenses & Transfers Out

Storm Water Fund - \$310,000 Total Revenues; \$55,631 Fund Balance Appropriation; \$365,631 Total Expenses & Transfers Out



VINEYARD CITY COUNCIL STAFF REPORT

Transportation Fund - \$780,000 Total Transfers In; \$69,267 Fund Balance
Appropriation; \$849,267 Total Expenses & Transfers Out

Internal Services Fund - \$1,065,170 Total Revenues & Transfers In; \$60,000 Fund
Balance Appropriation; \$1,125,170 Total Expenses

Recommendation:

Option 1: Adoption of the Vineyard City Fiscal Year 2022-2023 Budget and
Certified Tax Rate as presented by staff.

Option 2: Adoption of the Vineyard City Fiscal Year 2022-2023 Budget and
Certified Tax Rate as presented by staff with changes recommended by the
Municipal Council.

Sample Motion:

Option 1: I move to adopt resolution 2022-33, the Vineyard City Fiscal Year 2022-
2023 Budget as presented by Staff and the Certified Tax Rate of 0.002903.

Option 2: I move to adopt resolution 2022-33, the Vineyard City Fiscal Year 2022-
2023 Budget as presented by staff with the following changes, and to adopt the
Certified Tax Rate of 0.002903.

Attachments:

Resolution 2022-33

Vineyard City Fiscal Year 2022-2023 Budget detail

Certified Tax Rate Worksheet

RESOLUTION 2022-33

A RESOLUTION OF THE CITY COUNCIL OF VINEYARD, UTAH APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR 2022-2023 (FY23)

WHEREAS, the Finance Director David Mortensen of Vineyard, Utah, on May 11, 2022, presented a tentative budget for FY23 to the City Council; and

WHEREAS, the City Council, on due public notice, held a public hearing on May 25, 2022 to receive input regarding the budget prior to adopting the final FY23 budget; and

WHEREAS, the City Council has considered the budget as submitted and all information presented at the public hearing and has made all changes and amendments which the City Council desires to make; and

WHEREAS, the City Council, with appropriate sufficient revenues to finance and balance this budget;

WHEREAS, the City Council desires to set a certified tax rate in accordance with Utah State Code 59-2-912; now

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

- Section 1. The City Council hereby adopts the budget for FY23, effective July 1, 2022 which is attached hereto and incorporated herein by reference.
- Section 2. A copy of the Vineyard City Budget shall be placed in the Vineyard City Offices and be available for review.
- Section 3. The Certified Tax Rate is hereby set at 0.002903
- Section 4. This resolution shall take effect immediately upon passage.
- Section 5. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 29th day of June 2022.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder

Vineyard City

Fiscal Year 2022-2023 Final Budget

GENERAL FUND SUMMARY 2023

	ACTUALS FY 20-21	ADOPTED BUDGET FY 21-22	FINAL BUDGET FY 22-23
BEGINNING FUND BALANCE:		\$ 2,881,680	\$ 2,881,680
REVENUES:			
PROPERTY TAXES	\$ 2,790,395	\$ 2,800,000	\$ 3,099,914
TRANSPORTATION TAXES	216,487	263,000	280,000
SALES TAXES	2,319,132	2,414,700	2,850,000
RAP TAX	156,692	151,000	210,000
FRANCHISE FEES	434,241	580,000	685,000
BUSINESS LICENSES AND PERMITS	21,622	20,000	15,000
BUILDING PERMITS	1,303,302	500,000	700,000
FIRE INSPECTION AND PLAN REVIEW FEES	31,530	15,000	20,000
CLASS C ROAD FUNDS	424,680	403,000	500,000
GRANT REVENUE	779,143	-	-
DEVELOPMENT FEES	352,976	275,000	250,000
SANITATION FEES	462,097	486,000	556,000
INSPECTION FEES	338,901	250,000	400,000
RECREATION FEES	132,715	200,000	240,000
FINES AND FORFEITURES	351	2,000	1,000
CREDIT CARD FEES	685	-	4,000
INTEREST EARNINGS	35,014	25,000	20,000
RENTS	10,542	2,500	15,000
LIBRARY FEES	1,458	-	-
SPONSORSHIPS	19,676	25,000	45,000
MISCELLANEOUS REVENUE	3,044	-	4,158
BEGINNING FUND BALANCE APPROPRIATION	-	-	74,500
TOTAL REVENUE	\$ 9,834,680	\$ 8,412,200	\$ 9,969,572
TRANSFERS IN:			
TRANSFER FROM RDA FUND	-	-	427,920
TOTAL TRANSFERS IN	\$ 0	\$ 0	\$ 427,920
TOTAL REVENUE & TRANSFERS IN	\$ 9,834,680	\$ 8,412,200	\$ 10,397,492

GENERAL FUND SUMMARY 2023

	ACTUALS FY 20-21	ADOPTED BUDGET FY 21-22	FINAL BUDGET FY 22-23
GENERAL FUND EXPENDITURES:			
MAYOR AND COUNCIL	Unknown	\$ 67,250	\$ 74,594
CITY MANAGER	Unknown	107,460	158,528
RECORDER	Unknown	124,730	178,025
FINANCE	Unknown	99,975	256,203
HUMAN RESOURCES	Unknown	15,300	107,065
COMMUNICATIONS	Unknown	90,470	167,160
PLANNING	Unknown	194,835	472,851
BUILDING	Unknown	625,700	677,416
POLICE	Unknown	1,950,800	2,399,741
FIRE	Unknown	1,489,200	1,577,295
LIBRARY	Unknown	22,500	43,593
PUBLIC WORKS	Unknown	371,400	508,545
ENGINEERING	Unknown	156,660	297,443
SANITATION	Unknown	474,100	489,100
PARKS	Unknown	790,700	968,754
RECREATION	Unknown	272,730	282,009
SPECIAL EVENTS	Unknown	44,190	138,381
NON-DEPARTMENTAL	Unknown	60,500	63,000
TOTAL DEPT ALLOCATIONS	\$ 6,025,952	\$ 6,958,500	\$ 8,859,702
TRANSFERS OUT:			
TRANSFER TO TRANSPORTATION FUND	-	666,000	780,000
TRANSFER TO CAPITAL PROJECTS FUND	2,203,900	342,000	325,000
TRANSFER TO INTERNAL SERVICE FUND	360,200	445,700	432,790
TOTAL TRANSFERS OUT:	\$ 2,564,100	\$ 1,453,700	\$ 1,537,790
TOTAL EXP. & TRANS.OUT	\$ 8,590,052	\$ 8,412,200	\$ 10,397,492
OPERATING SURPLUS(DEFICIT)	\$ 1,244,628	\$ 0	\$ 0

FY 2023	GENERAL FUND REVENUES	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Budget	FY22 Projected	FY23 Budget
1801.3001	Property Tax	\$ 2,384,599	\$ 2,485,579	\$ 2,790,395	\$ 2,800,000	\$ 3,107,200	\$ 3,099,914
1801.3004	Sales Tax	\$ 1,108,008	\$ 1,735,260	\$ 2,319,132	\$ 2,414,700	\$ 2,785,000	\$ 2,850,000
1801.3008	Transporation Tax		\$ 127,717	\$ 216,487	\$ 263,000	\$ 265,000	\$ 280,000
1801.3007	RAP Tax		\$ 30,876	\$ 156,692	\$ 151,000	\$ 200,000	\$ 210,000
1801.3051	Franchise Tax	\$ 421,859	\$ 451,679	\$ 434,241	\$ 580,000	\$ 653,000	\$ 685,000
	Total Taxes	\$ 3,914,467	\$ 4,831,111	\$ 5,916,946	\$ 6,208,700	\$ 7,010,200	\$ 7,124,914
			23%	22%		18%	
1801.3101	Business Licenses and Permits	\$ 20,681	\$ 21,088	\$ 21,622	\$ 20,000	\$ 13,998	\$ 15,000
0801.3102	Building Permits	\$ 909,973	\$ 1,058,300	\$ 1,303,302	\$ 500,000	\$ 540,393	\$ 700,000
1001.3301	Fire Inspection and Plan Review Fees		\$ 17,620	\$ 31,530	\$ 15,000	\$ 19,571	\$ 20,000
	Total Licenses and Permits	\$ 930,654	\$ 1,097,007	\$ 1,356,454	\$ 535,000	\$ 573,962	\$ 735,000
1801.3152	Class B&C Road Funds	\$ 269,816	\$ 352,236	\$ 424,680	\$ 403,000	\$ 503,529	\$ 500,000
1801.3205	Grant Revenue	\$ 41,230	\$ 7,798	\$ 779,143	\$ -	\$ 5,316	\$ -
	Total Intergovernmental Revenue	\$ 311,046	\$ 360,034	\$ 1,203,822	\$ 403,000	\$ 508,845	\$ 500,000
0701.3351	Development Fees	\$ 319,747	\$ 350,588	\$ 352,976	\$ 275,000	\$ 238,576	\$ 250,000
1401.3604	Sanitation Fees	\$ 314,746	\$ 383,832	\$ 462,097	\$ 486,000	\$ 530,009	\$ 556,000
1201.3254	Inspection Fees	\$ 203,729	\$ 246,462	\$ 338,901	\$ 250,000	\$ 513,588	\$ 400,000
1601.3401	Recreation Fees	\$ 47,220	\$ 65,091	\$ 132,715	\$ 200,000	\$ 150,000	\$ 240,000
1801.3457	Fines & Forfeitures	\$ 1,700	\$ 1,984	\$ 351	\$ 2,000	\$ 150	\$ 1,000
1801.3455	Credit Card Fees			\$ 685		\$ 4,000	\$ 4,000
1801.3501	Interest Earnings	\$ 170,569	\$ 144,359	\$ 35,014	\$ 25,000	\$ 15,575	\$ 20,000
1501.3355	Rents	\$ 9,070	\$ 6,394	\$ 10,542	\$ 2,500	\$ 26,718	\$ 15,000
1101.3401	Library Fees	\$ 60		\$ 1,458		\$ 600	\$ -
1701.3844	Sponsorships	\$ 24,373	\$ 28,801	\$ 19,676	\$ 25,000	\$ 20,959	\$ 45,000
1801.3851	Miscellaneous Revenues	\$ 7,676	\$ 706	\$ 3,044	\$ -	\$ 1,000	\$ 4,158
	Beg. Fund Appropriation				\$ -		\$ 74,500
	Total Misc Revenue	\$ 1,098,891	\$ 1,228,218	\$ 1,357,458	\$ 1,265,500	\$ 1,501,176	\$ 1,609,658
1801.5025	Transfer From RDA Fund						\$ 427,920
	TOTAL GENERAL FUND REV	\$ 6,255,058	\$ 7,516,370	\$ 9,834,680	\$ 8,412,200	\$ 9,594,183	\$ 10,397,492
	TOTAL GENERAL FUND EXPEND	\$ 6,810,878	\$ 6,580,374	\$ 8,590,052	\$ 8,412,200	\$ 8,412,200	\$ 10,397,492
	Surplus (Deficit)	\$ (555,820)	\$ 935,996	\$ 1,244,629	\$ -	\$ 1,181,983	\$ (0)

MAYOR AND MUNICIPAL COUNCIL

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Mayor & Council					
10	0101	4002	Part Time Regular	50,250	50,250
10	0101	4051	Retirement & Taxes		3,844
10	0101	4105	Membership Dues & Subscriptions		500
10	0101	4108	Meetings	1,500	1,500
10	0101	4257	Programs	10,000	10,000
10	0101	4355	Miscellaneous	2,500	
10	0101	4413	Training	3,000	3,000
10	0101	4414	Travel		5,500
Total Mayor & Council				67,250	74,594

CITY MANAGER

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
City Manager					
10	0201	4001	Full Time Regular	37,500	78,624
10	0201	4006	Other Compensation	300	960
10	0201	4007	Car Allowance	3,600	3,600
10	0201	4008	Compensation Adjustments		3,444
10	0201	4051	Retirement & Taxes	8,600	18,744
10	0201	4053	Insurance	4,860	14,156
10	0201	4105	Membership Dues & Subscriptions	18,000	18,900
10	0201	4108	Meetings	6,000	6,000
10	0201	4109	Special Events	2,000	3,000
10	0201	4355	Miscellaneous	2,000	
10	0201	4413	Training	6,800	5,800
10	0201	4414	Travel	17,800	5,300
Total City Manager				107,460	158,528

RECORDER

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Recorder					
10	0301	4001	Full Time Regular	56,400	73,273
10	0301	4002	Part Time Regular	17,900	23,195
10	0301	4006	Other Compensation	480	720
10	0301	4008	Compensation Adjustments		4,136
10	0301	4051	Retirement & Taxes	15,020	20,547
10	0301	4053	Insurance	9,580	15,005
10	0301	4103	Public Notices	7,000	7,000
10	0301	4105	Membership Dues & Subscriptions	350	600
10	0301	4108	Meetings	240	240
10	0301	4151	Equipment	3,100	30,000
10	0301	4301	Contract Services	13,000	
10	0301	4355	Miscellaneous	500	1,000
10	0301	4413	Training	810	810
10	0301	4414	Travel	350	1,500
Total Recorder				124,730	178,025

FINANCE

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
	Finance				
10	0401	4001	Full Time Regular	37,100	130,348
10	0401	4003	Seasonal Employees	8,580	13,385
10	0401	4006	Other Compensation	220	2,400
10	0401	4007	Car Allowance	2,400	2,400
10	0401	4008	Compensation Adjustments		6,216
10	0401	4051	Retirement & Taxes	8,390	32,099
10	0401	4053	Insurance	5,640	24,666
10	0401	4105	Membership Dues & Subscriptions	385	680
10	0401	4108	Meetings	360	360
10	0401	4301	Contract Services	12,000	17,000
10	0401	4352	Bank Fees	5,000	5,000
10	0401	4353	Merchant Fees	14,500	14,500
10	0401	4355	Miscellaneous		1,225
10	0401	4413	Training	1,050	1,575
10	0401	4414	Travel	4,350	4,350
			Total Finance	99,975	256,203

HUMAN RESOURCES

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
			Human Resources		
10	0501	4001	Full Time Regular		60,840
10	0501	4006	Other Compensation		960
10	0501	4008	Compensation Adjustments		2,665
10	0501	4051	Retirement & Taxes		14,504
10	0501	4053	Insurance		14,546
10	0501	4105	Membership Dues & Subscriptions		150
10	0501	4355	Miscellaneous	10,300	8,000
10	0501	4413	Training	5,000	5,000
10	0501	4414	Travel		400
			Total Human Resources	15,300	107,065

COMMUNICATIONS

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Communications					
10	0601	4001	Full Time Regular	28,200	105,598
10	0601	4002	Part Time Regular	46,520	18,928
10	0601	4006	Other Compensation	560	1,680
10	0601	4008	Compensation Adjustments		5,342
10	0601	4051	Retirement & Taxes	9,070	26,622
10	0601	4053	Insurance	5,280	7,200
10	0601	4108	Meetings	240	240
10	0601	4151	Equipment		500
10	0601	4413	Training	200	450
10	0601	4414	Travel	400	600
Total Communications				90,470	167,160

PLANNING

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
	Planning				
10	0701	4001	Full Time Regular	118,200	256,803
10	0701	4003	Seasonal Employee		16,224
10	0701	4006	Other Compensation	720	2,040
10	0701	4007	Car Allowance	1,200	1,200
10	0701	4008	Compensation Adjustments		11,927
10	0701	4051	Retirement & Taxes	27,910	64,253
10	0701	4053	Insurance	24,870	75,674
10	0701	4105	Membership Dues & Subscriptions	575	1,760
10	0701	4108	Meetings	360	500
10	0701	4301	Contract Services	15,000	25,000
10	0701	4355	Miscellaneous	1,200	5,500
10	0701	4413	Training	1,000	7,575
10	0701	4414	Travel	3,800	4,395
Total Planning				194,835	472,851

BUILDING

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
	Building				
10	0801	4001	Full Time Regular	402,200	399,993
10	0801	4002	Part Time Regular	26,480	27,539
10	0801	4003	Seasonal Employee	8,320	10,816
10	0801	4006	Other Compensation	3,282	3,120
10	0801	4007	Car Allowance	2,400	2,400
10	0801	4008	Compensation Adjustments		19,082
10	0801	4051	Retirement & Taxes	96,536	101,309
10	0801	4053	Insurance	61,282	64,028
10	0801	4105	Membership Dues & Subscriptions	3,800	3,800
10	0801	4108	Meetings	1,000	2,000
10	0801	4151	Equipment		12,000
10	0801	4152	Supplies	4,800	4,800
10	0801	4154	Uniforms		800
10	0801	4355	Miscellaneous		4,000
10	0801	4413	Training	10,800	9,680
10	0801	4414	Travel	4,800	12,048
Total Building				625,700	677,416

POLICE

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
	Police				
10	0901	4002	Part Time Regular	67,600	75,712
10	0901	4008	Compensation Adjustments		2,869
10	0901	4051	Retirement & Taxes	4,200	5,792
10	0901	4154	Uniforms		3,000
10	0901	4301	Contract Services	1,878,000	2,311,368
10	0901	4355	Miscellaneous	1,000	1,000
Total Police				1,950,800	2,399,741

FIRE SERVICES

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
	Fire Services				
10	1001	4301	Contract Services	1,489,200	1,577,295
			Total Fire Services	<u>1,489,200</u>	<u>1,577,295</u>
				<u><u>1,489,200</u></u>	<u><u>1,577,295</u></u>

LIBRARY

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
	Library				
10	1101	4002	Part Time Regular		18,928
10	1101	4008	Compensation Adjustments		717
10	1101	4051	Retirement & Taxes		1,448
10	1101	4257	Programs	18,000	18,000
10	1101	4301	Contract Services	4,500	4,500
			Total Library	22,500	43,593

PUBLIC WORKS

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
			Public Works		
10	1201	4001	Full Time Regular	106,790	170,924
10	1201	4005	Overtime	7,510	7,510
10	1201	4006	Other Compensation	1,212	2,880
10	1201	4007	Car Allowance	3,600	3,600
10	1201	4008	Compensation Adjustments		7,486
10	1201	4051	Retirement & Taxes	24,620	40,748
10	1201	4053	Insurance	22,168	29,996
10	1201	4101	Maintenance	64,000	10,000
10	1201	4105	Membership Dues & Subscriptions		21,500
10	1201	4108	Meetings	1,680	2,000
10	1201	4151	Equipment	43,000	20,000
10	1201	4152	Supplies	4,000	13,000
10	1201	4359	Signs		3,000
10	1201	4160	Salt		20,000
10	1201	4154	Clothing	2,200	900
10	1201	4205	Electric Charges	25,000	25,000
10	1201	4301	Contract Services	49,000	115,000
10	1201	4303	Software Maintenance		2,000
10	1201	4355	Miscellaneous	5,000	5,000
10	1201	4407	Certification and testing		1,000
10	1201	4413	Training	8,620	4,000
10	1201	4414	Travel	3,000	3,000
Total Public Works				371,400	508,545

ENGINEERING

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
	Engineering				
10	1301	4001	Full Time Regular	37,950	144,340
10	1301	4006	Other Compensation	384	2,640
10	1301	4007	Car Allowance	2,400	2,400
10	1301	4008	Compensation Adjustments		6,322
10	1301	4051	Retirement & Taxes	8,666	34,411
10	1301	4053	Insurance	6,360	31,031
10	1301	4105	Membership Dues & Subscriptions	1,500	1,450
10	1301	4108	Meetings	360	600
10	1301	4151	Equipment		2,100
10	1301	4154	Clothing	600	1,200
10	1301	4301	Contract Services	97,000	64,000
10	1301	4407	Certification and testing		2,450
10	1301	4413	Training	1,440	2,800
10	1301	4414	Travel		1,700
Total Engineering				156,660	297,443

SANITATION

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
	Sanitation				
10	1401	4301	Contract Services	474,100	489,100
			Total Sanitation	474,100	489,100

PARKS

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Parks					
10	1501	4001	Full Time Regular	181,444	231,324
10	1501	4002	Part Time Regular	4,214	9,250
10	1501	4003	Seasonal Employee	23,400	64,896
10	1501	4005	Overtime	30,512	30,512
10	1501	4006	Other Compensation	2,808	4,800
10	1501	4008	Compensation Adjustments		12,941
10	1501	4051	Retirement & Taxes	43,008	60,820
10	1501	4053	Insurance	60,114	73,412
10	1501	4101	Maintenance	132,000	86,000
10	1501	4105	Membership Dues & Subscriptions		500
10	1501	4108	Meetings		500
10	1501	4151	Equipment	10,000	10,000
10	1501	4152	Supplies	7,000	15,000
10	1501	4154	Clothing	1,200	2,500
10	1501	4205	Electric Charges		15,000
10	1501	4208	Miscellaneous Facilities Charges		3,000
10	1501	4301	Contract Services	295,000	315,000
10	1501	4365	Trees		25,000
10	1501	4413	Training		4,100
10	1501	4414	Travel		4,200
Total Parks				790,700	968,754

RECREATION

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
	Recreation				
10	1601	4001	Full Time Regular	86,780	98,426
10	1601	4002	Part Time Regular		16,224
10	1601	4003	Seasonal Employee	13,520	30,285
10	1601	4006	Other Compensation	720	1,440
10	1601	4008	Compensation Adjustments		6,073
10	1601	4051	Retirement & Taxes	18,980	27,023
10	1601	4053	Insurance	27,600	19,200
10	1601	4105	Membership Dues & Subscriptions	190	300
10	1601	4108	Meetings	240	240
10	1601	4154	Clothing	400	200
10	1601	4257	Programs	116,800	75,099
10	1601	4355	Miscellaneous	6,000	6,000
10	1601	4413	Training	700	700
10	1601	4414	Travel	800	800
Total Recreation				272,730	282,009

SPECIAL EVENTS

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Special Events					
10	1701	4001	Full Time Regular	10,800	52,458
10	1701	4006	Other Compensation	90	720
10	1701	4008	Compensation Adjustments		2,298
10	1701	4051	Retirement & Taxes	2,400	12,506
10	1701	4053	Insurance	2,400	9,600
10	1701	4105	Membership Dues & Subscriptions		2,000
10	1701	4109	Special Events	28,500	57,500
10	1701	4151	Equipment		500
10	1701	4413	Training		350
10	1701	4414	Travel		450
Total Special Events				44,190	138,381

NON-DEPARTMENTAL

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Non-Departmental					
10	1801	4152	Supplies	19,500	19,500
10	1801	4154	Clothing	5,000	7,500
10	1801	4301	Contract Services	12,000	12,000
10	1801	4355	Miscellaneous	16,000	16,000
10	1801	4410	Employee Appreciation	8,000	8,000
10	1801	4855	General Fee Waivers		30,000
10	1801	6049	Transfer to Capital Projects	342,000	325,000
10	1801	6054	Transfer to Transportation Fund	666,000	780,000
10	1801	6061	Transfer to Internal Service Fund	445,700	432,790
Total Non-Departmental				1,514,200	1,630,790

**IMPACT FEES
FUND 23**

				ADOPTED BUDGET FY 21-22	PROPOSED BUDGET FY 22-23
FUND	ORG	ACCT	DESCRIPTION		
Beginning Fund Balance:				1,100,279	1,280,328
Revenue					
23	2301	3754	Public Safety Impact Fees	-	
23	2302	3754	Roadway Facilities Impact Fees	500,000	600,000
23	2303	3754	Park Facilities Impact Fees	-	
23	2304	3754	Storm & Ground Water Facilities Impact Fees	50,000	50,000
23	2302	3501	Roadway Interest	5,000	5,000
Beginning Fund Balance Appropriation					
Total Revenue				555,000	655,000
Public Safety Facilities					
23	2301	4301	Contract Services		
23	2301	4651	Capital Expense		
TOTAL Public Safety Facilities				-	-
Roadway Facilities					
23	2302	4301	Contract Services		205,000
23	2302	4651	Capital Expense	349,951	200,000
TOTAL Roadway Facilities				349,951	405,000
Park Facilities					
23	2303	4301	Contract Services		
23	2303	4651	Capital Expense		
TOTAL Park Facilities				-	-

IMPACT FEES
FUND 23

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Storm & Ground Water Facilities					
23	2304	4301	Contract Services		
23	2304	4651	Capital Expense	25,000	25,000
TOTAL Storm & Ground Water Facilities				25,000	25,000
Public Safety Facilities				-	-
Roadway Facilities				349,951	405,000
Park Facilities				-	-
Storm & Ground Water Facilities				25,000	25,000
Total Impact Fees Fund				374,951	430,000
Surplus (Deficit)				180,049	225,000

REDEVELOPMENT AGENCY
FUND 25

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Beginning Fund Balance:				36,079,199	42,536,114
Revenue					
25	2501	3001	Property Tax Increment	10,240,864	10,270,069
25	2501	3001	RDA Admin	409,635	427,920
25	2501	3501	Interest Income	300,000	300,000
25	2501	3704	Bond Proceeds	50,400,000	-
25	2501	3205	Grant Revenue	3,000,000	3,000,000
			Beginning Fund Balance Appropriation	7,499,701	26,013,197
			Total Revenue	71,850,200	40,011,186
RDA					
25	2501	4001	Full Time Regular	349,778	-
25	2501	4002	Part Time Regular	7,581	-
25	2501	4006	Other Compensation	2,472	-
25	2501	4051	Retirement & Taxes	79,761	-
25	2501	4053	Insurance	62,292	-
25	2501	4103	Public Notices	2,000	2,000
25	2501	4301	Contract Services	127,700	587,700
25	2501	4651	Capital Expense	18,328,200	29,885,544
25	2501	4xxx	TIFF Payments	26,890,300	2,387,124
25	2501	4802	Principal on Debt	22,541,400	4,060,000
25	2501	4803	Interest on Debt	2,037,100	2,604,478
25	2501	4xxx	Bond Issuance Costs	1,400,000	
25	2501	6010	Transfer To General Fund (Admin)		427,920
25	2501	6061	Transfer To Internal Service Fund	65,000	56,420
			Total RDA	71,893,584	40,011,186
Surplus (Deficit)				(43,384)	(0)

CAPITAL PROJECTS**FUND 49**

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Beginning Fund Balance:				3,855,888	4,005,888
Revenue					
49	4901	5010	Transfer From General Fund	250,000	325,000
Beginning Fund Balance Appropriation				784,234	605,000
Total Revenue				1,034,234	930,000
Capital Projects					
49	4901	4301	Contract Services	30,000	
49	4901	4651	Capital Expense	1,004,234	605,000
TOTAL Capital Projects				1,034,234	605,000
Surplus (Deficit)				-	325,000

WATER FUND 51

WATER				ADOPTED	PROPOSED
FUND 51				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Beginning Fund Balance:				3,661,914	4,014,814
Revenue					
51	5101	3501	Interest income		
51	5101	3602	Utility Service Sales	2,510,000	2,423,000
51	5101	3754	Impact Fees	174,600	150,000
51	5101	3205	Grant Revenue		2,702,174
51	5101	3803	Connection Fees	109,965	90,000
51	5101	3825	Late Fees	5,000	5,000
51	5101	3704	Bond Proceeds	3,252,000	6,000,000
Beginning Fund Balance Appropriation				1,721,435	3,457,885
Total Revenue				7,773,000	14,828,059
Water Distribution					
51	5101	4001	Full Time Regular	313,787	394,561
51	5101	4002	Part Time Regular	14,203	13,148
51	5101	4003	Seasonal Employee		1,785
51	5101	4005	Overtime	12,410	12,410
51	5101	4006	Other Compensation	3,546	3,840
51	5101	4007	Car Allowance	3,000	4,200
51	5101	4008	Compensation Adjustments		17,908
51	5101	4051	Retirement & Taxes	73,077	96,874
51	5101	4053	Insurance	61,577	83,956
51	5101	4101	Maintenance	32,000	50,000
51	5101	4105	Membership Dues & Subscriptions	500	1,670
51	5101	4108	Meetings		500
51	5101	4151	Equipment	5,000	7,000
51	5101	4152	Supplies	12,000	20,000
51	5101	4154	Clothing		900
51	5101	4157	Meters	145,000	150,000
51	5101	4205	Electric Charges	24,000	26,000
51	5101	4301	Contract Services	1,243,200	1,294,950
51	5101	4303	Software Maintenance	24,000	
51	5101	4355	Miscellaneous	100,000	100,000
51	5101	4407	Certification and Testing		3,000
51	5101	4414	Travel	1,000	3,000

**WATER
FUND 51**

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
51	5101	4651	Capital Expense	4,973,700	11,704,348
51	5101	4802	Principal on Debt		200,000
51	5101	4803	Interest on Debt		200,000
51	5101	4805	Service Fees on Debt		
51	5101	4901	Depreciation	228,100	200,000
51	5101	6061	Transfer to Internal Service Fund	150,000	238,010
Total Water Distribution				7,420,100	14,828,059
Surplus (Deficit)				352,900	(0)

**WASTEWATER
FUND 52**

**ADOPTED
BUDGET
FY 21-22**

**PROPOSED
BUDGET
FY 22-23**

FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Beginning Fund Balance:				381,978	121,178
Revenue					
52	5201	3602	Utility Service Sales	1,490,200	1,650,000
52	5201	3754	Impact Fees	167,400	175,770
Beginning Fund Balance Appropriation					125,994
Total Revenue				1,657,600	1,951,764
Wastewater Collection					
52	5201	4001	Full Time Regular	280,572	288,531
52	5201	4002	Part Time Regular	1,560	4,383
52	5201	4003	Seasonal Employee		1,785
52	5201	4005	Overtime	5,368	5,368
52	5201	4006	Other Compensation	2,970	2,880
52	5201	4008	Compensation Adjustments		12,871
52	5201	4051	Retirement & Taxes	58,060	69,258
52	5201	4053	Insurance	61,070	61,322
52	5201	4101	Maintenance	40,500	55,500
52	5201	4105	Membership Dues & Subscriptions		1,500
52	5201	4151	Equipment	10,000	60,000
52	5201	4152	Supplies	4,000	4,000
52	5201	4154	Clothing		900
52	5201	4205	Electric Charges	20,000	25,000
52	5201	4210	Cellular Phone Bills	2,500	2,500
52	5201	4301	Contract Services	640,000	825,750
52	5201	4407	Certification and testing		1,000
52	5201	4413	Training	2,000	2,000
52	5201	4414	Travel	900	2,000
52	5201	4651	Capital Expense	125,000	
52	5201	4901	Depreciation	549,800	400,000
52	5201	6061	Transfer to Internal Service Fund	114,100	125,218
Total Wastewater Collection				1,918,400	1,951,764
Surplus (Deficit)				(260,800)	(0)

STORM WATER
FUND 53

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Beginning Fund Balance:				131,279	134,979
Revenue					
53	5301	3602	Utility Service Sales	215,800	310,000
			Beginning Fund Balance Appropriation		55,631
			Total Revenue	215,800	365,631
Storm Water Administration & Permitting					
53	5301	4001	Full Time Regular	102,820	132,034
53	5301	4002	Part Time Regular	780	-
53	5301	4003	Seasonal Employee		892
53	5301	4005	Overtime		5,500
53	5301	4006	Other Compensation	822	360
53	5301	4008	Compensation Adjustments		5,817
53	5301	4051	Retirement & Taxes	23,192	31,545
53	5301	4053	Insurance	15,886	20,756
53	5301	4101	Maintenance		6,350
53	5301	4103	Public Notices		150
53	5301	4105	Membership Dues & Subscriptions		825
53	5301	4152	Supplies	1,000	1,400
53	5301	4154	Clothing		300
53	5301	4301	Contract Services		85,000
53	5301	4303	Software Maintenance		1,200
53	5301	4306	Public Engagement	550	1,000
53	5301	4407	Certification and Testing		2,750
53	5301	4413	Training		1,870
53	5301	4414	Travel	3,000	3,000
53	5301	4651	Capital Expense		
53	5301	6061	Transfer to Internal Service Fund	52,700	59,882
			Total Storm Water Admin & Permitting	200,750	360,631
Storm Water Maintenance					
53	5302	4101	Maintenance	11,350	5,000
			Total Storm Water Maintenance	11,350	5,000
			Storm Water Admin & Permitting	200,750	360,631
			Storm Water Maintenance	11,350	5,000
			Total Storm Water	212,100	365,631
			Surplus (Deficit)	3,700	(0)

TRANSPORTATION
FUND 54

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Beginning Fund Balance:				486,706	402,886
Revenue					
54	5401	3757	Utility Transportation Fee		
54	5401	5010	Transfer From General Fund	666,000	780,000
			Beginning Fund Balance Appropriation	47,400	69,267
			Total Revenue	713,400	849,267
Transportation					
54	5401	4001	Full Time Regular	117,800	167,965
54	5401	4006	Other Compensation	1,554	1,920
54	5401	4008	Compensation Adjustments		7,356
54	5401	4051	Retirement & Taxes	25,973	40,043
54	5401	4053	Insurance	32,973	30,033
54	5401	4101	Maintenance		31,000
54	5401	4151	Equipment		88,000
54	5401	4152	Supplies		1,500
54	5401	4154	Clothing		600
54	5401	4301	Contract Services	464,320	357,500
54	5401	4413	Training		500
54	5401	4651	Capital Expense		
54	5401	6061	Transfer to Internal Service Fund	107,200	122,850
			TOTAL Transportation	749,820	849,267
			Surplus (Deficit)	(36,420)	0

**INTERNAL SERVICE
FUND 61**

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Beginning Fund Balance:				126,097	179,097
Revenue					
61	6101	3807	Sale of Vehicles		30,000
61	6101	5010	Transfer From General Fund	445,700	432,790
61	6101	5051	Transfer From Water Fund	150,000	238,010
61	6101	5052	Transfer From Wastewater Fund	114,100	125,218
61	6101	5053	Transfer From Storm Water Fund	52,700	59,882
61	6101	5054	Transfer from Transportation Fund	107,200	122,850
61	6101	5025	Transfer from RDA Fund	65,000	56,420
			Beginning Fund Balance Appropriation		60,000
Total Revenue				934,700	1,125,170
Internal Service Administration					
61	6101	4001	Full Time Regular	15,510	20,172
61	6101	4006	Other Compensation	288	-
61	6101	4008	Compensation Adjustments		884
61	6101	4051	Retirement & Taxes	3,550	4,809
61	6101	4053	Insurance	2,880	3,850
61	6101	4301	Contract Services	106,500	88,500
Total Internal Service Administration				128,728	118,215
Facilities					
61	6102	4001	Full Time Regular	48,590	13,520
61	6102	4002	Part Time Regular	15,600	18,387
61	6102	4006	Other Compensation	360	-
61	6102	4008	Compensation Adjustments		1,289
61	6102	4051	Retirement & Taxes	11,122	4,630
61	6102	4053	Insurance	9,600	2,400
61	6102	4101	Maintenance	2,500	20,000
61	6102	4105	Memberships Dues & Subscriptions		5,000
61	6102	4107	Lease Payments	49,500	72,060
61	6102	4152	Supplies	13,500	15,000
61	6102	4204	Natural Gas Charges	2,000	9,000
61	6102	4205	Electric Charges	7,000	16,000
61	6102	4206	Telephone & Internet	15,000	20,000
61	6102	4208	Misc Facilities Charges	8,000	10,000
61	6102	4210	Cellular Phone Bills	10,000	10,000
61	6102	4301	Contract Services	9,500	18,000
Total Facilities				202,272	235,286

**INTERNAL SERVICE
FUND 61**

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 21-22	FY 22-23
Fleet Management					
61	6103	4101	Maintenance	12,700	16,200
61	6103	4107	Lease Payments	185,900	190,900
61	6103	4151	Equipment	3,000	3,000
61	6103	4301	Contract Services	10,500	12,000
61	6103	4751	Vehicle Replacement	176,000	225,000
61	6103	4759	Vehicle Repairs	10,000	15,000
61	6103	4760	Vehicle Fuel	32,000	60,000
61	6103	4901	Depreciation	55,900	54,670
Total Fleet Management				486,000	576,770
Information Systems					
61	6104	4151	Equipment	250	250
61	6104	4301	Contract Services	40,000	42,600
61	6104	4303	Software Maintenance	74,450	116,100
61	6104	4551	Computer Replacement	10,000	35,950
Total Information Systems				124,700	194,900
Internal Service Administration				128,728	118,215
Facilities				202,272	235,286
Fleet Management				486,000	576,770
Information Systems				124,700	194,900
Total Internal Services				941,700	1,125,170
Surplus (Deficit)				(7,000)	(0)

Changes from 5/11/22 Tentative Version to 6/29/22 Final Version

General Fund:

General Fund Revenue	Decrease Property Tax Revenue Based on Certified Tax Rate Info	10,086	
	Increase Sponsorships Revenue for Vineyard Days	(20,000)	
	Add Transfer of RDA Admin Funds to General Fund	(427,920)	
	Use Prior Year Fund Balance for One Time Equipment Purchases	(74,500)	
	Decrease Miscellaneous Revenue	2,269	
	General Fund Revenue Total	(510,065)	Revenue Increase
Mayor & Council Expense	Decrease Mayor & Council Personnel Costs	(4,327)	
	Move Mayor & Council Equipment to Recorder	(30,000)	
	Mayor & Council Expense Total	(34,327)	Expense Decrease
City Manager Expense	Increase City Manager Personnel Costs (Reallocation from RDA; Misc. Adjustments)	65,864	
	City Manager Expense Total	65,864	Expense Increase
Recorder Expense	Increase Recorder Personnel Costs (Reallocation from RDA; Misc. Adjustments)	27,539	
	Move Mayor & Council Equipment to Recorder	30,000	
	Recorder Expense Total	57,539	Expense Increase
Finance Expense	Increase Finance Personnel Costs (Reallocation from RDA; Misc. Adjustments)	98,708	
	Add FT Accountant Position January 1, 2023	39,935	
	Finance Expense Total	138,643	Expense Increase
HR Expense	Increase HR Personnel Costs (Reallocation from RDA; Misc. Adjustments)	19,155	
	HR Expense Total	19,155	Expense Increase
Communications Expense	Increase Communications Personnel Costs (Reallocation from RDA; Misc. Adjustments)	20,692	
	Remove Social Media Coordinator PT Position	(24,182)	
	Communications Expense Total	(3,490)	Expense Decrease
Planning Expense	Increase Planning Personnel Costs (Reallocation from RDA; Misc. Adjustments)	139,659	
	Remove GIS Full Time Position (Shared With Other Departments)	(21,215)	
	Change Planning Tech from Part Time to Full Time	47,090	
	Planning Expense Total	165,534	Expense Increase
Building Expense	Decrease Building Personnel Costs (Reallocation to Special Events)	(37,381)	
	Building Expense Total	(37,381)	Expense Decrease
Police Expense	Decrease Police Personnel Costs (Misc. Adjustments)	(266)	
	Increase Police Contract Services (Lieutenant Position on July 1 instead of Jan 1)	10,168	
	Police Expense Total	9,902	Expense Increase
Library Expense	Increase Library Personnel Costs (Misc. Adjustments)	538	
	Library Expense Total	538	Expense Increase

Changes from 5/11/22 Tentative Version to 6/29/22 Final Version

Public Works Expense	Increase Public Works Personnel Costs (Reallocation from RDA and to Special Events; Misc. Adjustments)	66,810	
		Public Works Expense Total	66,810 Expense Increase
Engineering Expense	Increase Engineering Personnel Costs (Reallocation from RDA; Misc. Adjustments)	153,599	
	Remove GIS Full Time Position (Shared With Other Departments)	(32,181)	
	Add GIS Contract Services	40,000	
		Engineering Expense Total	161,418 Expense Increase
Parks Expense	Decrease Parks Personnel Costs (Misc. Adjustments)	(157)	
		Parks Expense Total	(157) Expense Decrease
Recreation Expense	Add Part Time Recreation Coordinator	18,080	
	Increase Recreation Personnel Costs (Misc. Adjustments)	12,035	
		Recreation Expense Total	30,115 Expense Increase
Special Events Expense	Increase Special Events Personnel Costs (Reallocation from Building, PW, Water, Sewer, and SW; Misc. Adjustments)	57,100	
	Increase Special Events for Vineyard Days Full Cost	20,000	
		Special Events Expense Total	77,100 Expense Increase
Non-Departmental Expense	Decrease Transfer to Internal Service Fund (Salary Reallocations; Admin Vehicle Removed)	(60,292)	
	Decrease Transfer to Capital Projects Fund	(146,905)	
		Non-Departmental Expense Total	(207,197) Expense Decrease
		General Fund Expense Total	510,066 Expense Increase
		General Fund Total	1
RDA Fund:			
RDA Revenue	Fund Balance Appropriation	(4,000,810)	
		RDA Revenue Total	(4,000,810) Revenue Increase
RDA Expense	Remove RDA Personnel Costs (Reallocated to General Fund)	(572,288)	
	Decrease Transfer to Internal Service Fund	(15,366)	
	Add Transfer to General Fund for RDA Administration	427,920	
	Increase Capital Expense (Water Pipeline)	2,475,000	
	Increase Capital Expense (UDOT Overpass Promenade)	263,514	
	Add JUB/HAL Agreement Change Order and Rollover Unspent from Original Agreement for Water Pipeline Project	506,126	
	Rollover Remaining Amount on HAL Water Tank Agreement	180,186	
	Rollover Remaining Amount on HAL Tank Booster Pump Station	57,945	
	Rollover Remaining Amount on HAL Water Master Plan	42,773	
	Add Homesteads 300 W Parking	135,000	
	Add X-Development Up-Front Contribution for Environmental Cleanup	500,000	
		RDA Expense Total	4,000,810 Expense Increase
		RDA Total	-

Changes from 5/11/22 Tentative Version to 6/29/22 Final Version

Capital Projects Fund:			
Capital Projects Revenue	Decrease Transfer From General Fund	156,905	
	Add Beginning fund Balance Appropriation	(605,000)	
	Capital Projects Revenue Total	(448,095)	Revenue Increase
Capital Projects Expense	Add Temporary Building Move Utility Hookup, and Renovation Costs	70,000	
	Rollover Remaining Unspent Budget on PW Building	200,000	
	Rollover Remaining Unspent Budget on PW Building Addition	150,000	
	Capital Projects Expense Total	420,000	Expense Increase
	Capital Projects Fund Total	(28,095)	
Water Fund:			
Water Revenue	Decrease Grant Revenue (County ARPA Funds for Water Tank)	1,000,000	
	Increase Bond Proceeds (To Make Up For Decreased Grant Revenue)	(1,000,000)	
	Increase Beginning Fund Balance Appropriation	(97,403)	
	Water Revenue Total	(97,403)	Revenue Increase
Water Expense	Decrease Water Personnel Costs (Misc. Adjustments)	(170)	
	Remove GIS Full Time Position (Shared With Other Departments)	(10,606)	
	Increase Debt Service Principal	75,000	
	Increase Debt Service Interest	45,000	
	Decrease Transfer to Internal Service Fund	(11,821)	
	Water Expense Total	97,403	Expense Increase
	Water Fund Total	-	
Wastewater Fund:			
Wastewater Revenue	Decrease Beginning Fund Balance Appropriation	29,282	
	Wastewater Revenue Total	29,282	Revenue Decrease
Wastewater Expense	Decrease Wastewater Personnel Costs (Misc. Adjustments)	(8,807)	
	Remove GIS Full Time Position (Shared With Other Departments)	(10,606)	
	Decrease Transfer to Internal Service Fund	(9,869)	
	Wastewater Expense Total	(29,282)	Expense Decrease
	Wastewater Fund Total	-	

Changes from 5/11/22 Tentative Version to 6/29/22 Final Version

Storm Water Fund:			
Storm Water Revenue	Decrease Beginning Fund Balance Appropriation	18,170	
		<u>18,170</u>	Revenue Decrease
Storm Water Expense	Decrease Storm Water Personnel Costs (Misc. Adjustments)	(2,626)	
	Remove GIS Full Time Position (Shared With Other Departments)	(10,606)	
	Decrease Transfer to Internal Service Fund	(4,938)	
		<u>(18,170)</u>	Expense Decrease
		Storm Water Fund Total	<u><u>-</u></u>
Transportation Fund:			
Transportation Revenue	Decrease Beginning Fund Balance Appropriation	16,358	
		<u>16,358</u>	Revenue Decrease
Transportation Expense	Decrease Transportation Personnel Costs (Misc. Adjustments)	(269)	
	Remove GIS Full Time Position (Shared With Other Departments)	(10,606)	
	Decrease Transfer to Internal Service Fund	(5,483)	
		<u>(16,358)</u>	Expense Decrease
		Transportation Fund Total	<u><u>-</u></u>
Internal Services Fund:			
Internal Services Revenue	Decrease Transfer from General Fund	60,292	
	Decrease Transfer from Water Fund	11,821	
	Decrease Transfer from Wastewater Fund	9,869	
	Decrease Transfer from Storm Water Fund	4,938	
	Decrease Transfer from Transportation Fund	5,483	
	Decrease Transfer from RDA Fund	15,366	
		<u>107,769</u>	Revenue Decrease
Internal Services Expense	Decrease Internal Services Personnel Costs (Misc. Adjustments)	(708)	
	Remove One PT Custodian Position	(20,555)	
	Remove GIS Full Time Position (Shared With Other Departments)	(10,606)	
	Remove HR Consultant from Contract Services	(24,000)	
	Remove Admin Vehicle Purchase	(40,000)	
	Decrease Asset Management Software Implementation	(20,000)	
	Add Computer Equipment for New Positions	6,100	
	Increase Computer Accessories (Docks, Monitors, etc...)	2,000	
		<u>(107,769)</u>	Expense Decrease
		Internal Service Fund Total	<u><u>-</u></u>

Tax Rate Summary (693) CTY

Preliminary Data

Data Entry (Auditor)	Auditor's Certified Rate Approved	Data Entry (Entity)	Proposed Rates Entity Approved	Proposed Rates County Approved	Proposed Rates USTC Approved *OK to Print*	Final Tax Rates USTC Approved	Rates Finalized
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Save

Approve

Proposed Tax Rate Value: \$ 1,067,831,356

Budgeted Revenue / Proposed Tax Rate Value = Proposed Tax Rate

(1) Budget Code	(2) Budget Name	(3) Election Date	(4) Voted Rate Limit	(5) Utah Annotated Code	(6) Maximum By Law	(7) Calculated Certified Tax Rate	(8) Auditor's Certified Tax Rate	(9) Auditor's Certified Rate Revenue	(10) Proposed Tax Rate	(11) Budgeted Revenue	(12) Final Tax Rate	(13) Final Budgeted Revenue
10	General Operations			\$11-5-112	.007	0.002903	0.002903	3,099,914	0.002903	3,099,914	0.002903	3,099,914
190	Discharge of Judgement			\$59-2-1328 & 1330	Sufficient			0				
	Total Tax Rate					0.002903	0.002903	3,099,914	0.002903	3,099,914	0.002903	3,099,914

NOTES:

(JR 4/27/22) Applied PP Exemption of \$71