



**NOTICE OF A REGULAR
CITY COUNCIL MEETING
March 26, 2025, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, March 26, 2025, at 6:00 PM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. 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

2. PUBLIC COMMENTS

“Public Comments” is defined as time set aside for citizens to express their views for items not on the agenda. During a period designated for public comment, the mayor or chair may allot each speaker a maximum amount of time to present their comments, subject to extension by the mayor or by a majority vote of the council. Speakers offering duplicate comments may be limited. Because of the need for proper public notice, immediate action cannot be taken in the Council Meeting. The Chair of the meeting reserves the right to organize public comments by topic and may group speakers accordingly. 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.*

3. CONSENT ITEMS

3.1. Approval of the March 12, 2025, City Council Work Session Minutes

3.2. Approval of the March 12, 2025, City Council Meeting Minutes

3.3. Award of 5-Year Roadway Striping Services Contract (Resolution 2025-09)

3.4. Approval of the Vineyard City 2024 Annual Drinking Water Quality Report (Resolution 2025-13)

3.5. Contract Approval for the Main Street Sewer Line Repair (Resolution 2025-10)

3.6. Adoption of the 2024 Municipal Wastewater Planning Program (MWPP) Survey (Resolution 2025-12)

4. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

4.1. Walkara Way Update

Sam Braegger, with the Utah Lake Authority, will present an update on the Walkara

Way Project and its work with Forestry Fire and State Lands (FFSL) and local stakeholders, clarifying boundaries and trail alignment.

4.2. Arbor Day Proclamation 2025-01

The Mayor will Proclaim April 25, 2024, as Arbor Day in Vineyard City.

4.3. Municipal Alternate Voting Methods

There will be three presentations on Municipal Alternate Voting Methods.

5. WORK SESSION

6. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

7. STAFF, COMMISSION, AND COMMITTEE REPORTS

8. APPOINTMENTS/REMOVALS

9. BUSINESS ITEMS

9.1. PUBLIC HEARING: Parks and Recreation Master Plan and Impact Fee Analysis (Ordinance 2025-01)

Parks and Recreation Director, Brian Vawdrey, is requesting approval of the proposed Vineyard City Parks and Recreation Master Plan.

(This item was continued from the March 12th, 2025 City Council meeting.)

9.2. PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-11)

Utility Billing Clerk Maria Arteaga will present proposed amendments to the Consolidated Fee Schedule.

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 April 9, 2025.

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 (385) 338-5183.

I, the undersigned duly appointed City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda was posted at Vineyard City Hall, on the Vineyard City and Utah Public Notice websites, and delivered electronically to staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON:

March 25, 2025

CERTIFIED (NOTICED) BY:

/s/Pamela Spencer

PAMELA SPENCER, CITY RECORDER



**MINUTES OF A CITY COUNCIL
FY26 BUDGET WORK SESSION
March 12, 2025, at 5:04 PM**

Present

Absent

Mayor Julie Fullmer
Councilmember Sara Cameron
Councilmember Jacob Holdaway
Councilmember Mardi Sifuentes
Councilmember Brett Clawson

Staff Present: City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, Public Works Director Naseem Ghandour, Parks and Recreation Director Brian Vawdrey, and Deputy City Recorder Tony Lara

Mayor Fullmer began the meeting at 5:04pm

1. WORK SESSION

1.1. City Council Budget Priorities Discussion

The mayor and City Council will discuss their top budget priorities for the Fiscal Year 2025-2026 Budget. No action will be taken at this time.

 Mayor Fullmer began a discussion with City Manager Eric Ellis regarding budget priorities that had been discussed during the previous budget retreat.

 Councilmember Cameron discussed restriping on 300 West to potentially double the parking.

 Councilmember Sifuentes commented on the skate park meeting. She said that she felt the project had momentum and would like to see it as a priority.

 Mayor Fullmer commented that she felt a future cemetery is an important part of the city's infrastructure and that she wanted it to also continue to be a priority.

 Councilmember Holdaway wanted to set a budget line for total spending. He wanted to see cuts and said that he felt it was possible to cut 10-12 percent of the overall budget.

 Mayor Fullmer explained that she felt the goal of the meeting was not to add anything but to express what needed to be a priority but that she and the rest of the council were open to discuss cuts.



Councilmember Holdaway explained that by cuts he meant cutting existing spending rather than cutting out future programs. He wanted to see a cut in both communications and HR stating that he felt both of those were overstaffed. He felt both departments were not necessities. Mayor Fullmer expressed concerns over what cutting those departments would look like.



Councilmember Holdaway gave a list of the cuts he would like to see made. They included the city's contract with XFactor and Sage Consulting. As well as eliminating both the communications and HR departments, explaining that those could potentially be done by contractors instead. He said this could be made possible by having department heads manage social media.



Additionally, he wanted to see certain capital projects delayed though he did not say specifically which ones. There was a discussion about the building of the fire station and the city hall. As well as a discussion about tax rate increases and funding for the city center project. Councilmember Sifuentes clarified that the increase last year was not to fund construction of the fire house, but rather ongoing costs related to staffing.



Mayor Fullmer felt that even cutting 10-12 percent would have still resulted in a shortfall and that even with the tax increase from the year before, the city was still unable to fully fund fire operations. She expressed her support for building the city center citing that some staff were working in halls and split among several buildings. She explained that cutting expenses would result in cutting services and she expressed concern that cutting services could impact residence. Councilmember Holdaway expressed concern over future funding as well as the size and location of the proposed city center.



Councilmember Clawson asked for clarification from Councilmember Holdaway on the building of a new city hall and costs. He felt that there would not be a way to get the kind of building Councilmember Holdaway was suggesting for 2-3 Million dollars. There was a discussion about future staff and city needs and the costs associated with building. Mayor Fullmer explained that population may be higher based on certificate of occupancy numbers. Councilmember Clawson expressed interest in seeing alternative plans for a city hall and encouraged Councilmember Holdaway to share those alternatives.



Councilmember Cameron clarified that there would not be a tax rate increase but that any bonds being used would be from sales tax. There was a discussion about the use of sales tax, and an explanation on the difference between taxes that would impact residence versus sales tax. There were additional comments from Councilmember Clawson that to some degree the city was required to spend some of the money that comes in to maintain a balanced budget. Mayor Fullmer initiated a discussion regarding cutting services in a way that would affect the city's budget in a meaningful way.



Councilmember Sifuentes said she would never want to pay a city engineer to do social media. A discussion ensued. She explained that she was not interested in cutting or reducing hours in the departments that Councilmember Holdaway wanted to see cuts in. Additionally, she felt that some of the legislative accomplishments brought about by the city's lobbyist showed a good return on investment such that she did not feel cutting them out was an option.

92  Councilmember Clawson stated that he felt the city was understaffed and that he was more interested in
93 understanding how that staffing had been allocated.

94
95  Mayor Fullmer felt it would be good to dive into their items and start the regular budgeting
96 process. Councilmember Holdaway expressed his opinion on staffing.

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99 **2. ADJOURNMENT**

100  Mayor Fullmer adjourned the meeting at 6:01 PM. Mayor Fullmer gave a brief recap.

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103 **MINUTES APPROVED ON:** _____

104
105
106 **CERTIFIED CORRECT BY:**  _____
107 **TONY LARA, DEPUTY CITY RECORDER**





**MINUTES OF A REGULAR
CITY COUNCIL MEETING
March 12, 2025, at 6:09 PM**

Present

Absent

Mayor Julie Fullmer
Councilmember Sara Cameron
Councilmember Mardi Sifuentes
Councilmember Brett Clawson
Councilmember Jacob Holdaway

Staff Present: City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, City Manager Eric Ellis, Finance Director Kristie Bayles, Communications Director Jenna Ahern, Community Development Director Morgan Brim, Public Works Director Naseem Ghandour, Parks and Recreation Director Brian Vawdrey, Utility Billing Clerk Maria Arteaga, and Deputy City Recorder Tony Lara

Others Speaking: Vineyard resident Russell Evans

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

 Mayor Fullmer began the meeting at 6:09 pm. Councilmember Cameron gave the invocation and led the Pledge of Allegiance.

2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

2.1. Resolution Recognizing Don Overson For His Service To Vineyard City & Dedication Of The Vineyard Water Tank (Resolution 2025-07)

A resolution recognizing Don Overson for his dedicated service as Vineyard City's City Engineer and Public Works Director from June 2, 2014, to July 1, 2021, and naming the City's water tank as the Don E. Overson Water Tank in his honor. The mayor and City Council will act to adopt this recognition and dedication by resolution.

 Mayor Fullmer remarked on the work done by Don Overson and expressed appreciation for all the work he had done for the city. She provided a brief overview of the resolution that had been put before the council, to dedicate the Vineyard Water Tank.

 Councilmember Holdaway expressed gratitude for Mr. Overson's work.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT RESOLUTION 2025-07. COUNCILMEMBER CAMERON SECONDED THE MOTION. THE ROLL CALL VOTE WAS AS FOLLOWS: MAYOR FULLMER AND COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND, SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 A moment of silence was observed in honor of Mr. Overson.

3. WORK SESSION

3.1. Discussion about Open and Public Meetings Act (OPMA), Town Halls, Social Media, Subcommittees and Staff Resources

 Mayor Fullmer turned the time over to City Attorney Jayme Blakesley

 Mr. Blakesley gave a presentation regarding the open and public meetings act. He offered clarification on certain situations that had occurred recently as well as city and council business as it pertained to social media posts.

 Councilmember Clawson asked a clarifying question on communication between individual councilmembers. A discussion ensued.

 Mr. Blakesley continued his presentation. He offered clarification on communication via social media as well as town halls and other smaller meetings that may not include deliberation.

 Councilmember Holdaway asked for clarification regarding public meetings where two members were already present that he wanted to attend. Mr. Blakesley suggested inviting more collaboration and utilizing reports from other councilmembers to gain insight from events in which he or others may have wanted to attend. A discussion ensued.

 Mayor Fullmer commented in furtherance of Mr. Blakesley's suggested use of collaboration. A discussion ensued regarding the delegation of time at events.

 There was a discussion about the definitions of what constituted a public meeting and the use of city staff. It was explained that any member could hold a town hall. Councilmember Holdaway felt it was wrong to have city staff present in a meeting that did not meet the definition of a public meeting. There was also a discussion about councilmembers adding items to the agenda.

 Mr. Blakesley referred to recent supreme court cases regarding social media. Councilmember Holdaway asked for clarification on the recent supreme court decisions on social media that had been cited by Mr. Blakesley. Mr. Blakesley cautioned the council on the appearance of their statements and suggested the use of disclaimers before or after messages shared on social media.

4. PUBLIC COMMENTS

Mayor Fullmer called for public comments.

 Russell Evans, living in The Villas subdivision, commented on the passing of Don Overson. He expressed his appreciation for the work that he had done and for Mayor Fulmer's recognition earlier in the meeting.

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Cameron gave a report on the previous night's town hall that covered the city center project.

 Councilmember Sifuentes gave a report on the continued work towards the creation of the new school districts. She expressed gratitude for the hard work of those involved in the process.

 Councilmember Holdaway asked Councilmember Sifuentes about concerns that he had heard about lack of funding from Vineyard's RDA for the new school district. A discussion ensued.

 Councilmember Holdaway asked for an extension on the code of conduct based on a letter that had been received from the state auditor. Mayor Fullmer asked for clarification on the letter and what had prompted communication from the state, that what she gathered from the letter was that it was regarding an already fulfilled financial records request by Councilmember Holdaway. Councilmember Holdaway explained that it had been in regard to something he had seen in a ledger that had raised questions.

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

6.1. City Manager Report

 City Manager Eric Ellis spoke briefly about his report but indicated that it would be posted later for the council and the public to review.

7. CONSENT ITEMS

7.1. Approval of the February 26, 2025, City Council Meeting Minutes

7.2. Purchase of Public Works Vehicle – Streets & Stormwater (Reapproving Resolution 2025-05 with the new lease agreement)

7.3. Approval of the 2025 Town Hall Dates

 Councilmember Holdaway asked to remove item 7.3 for discussion.

 **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO APPROVE CONSENT ITEMS 7.1 AND 7.2. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER AND COUNCILMEMBERS CAMERON, SIFUENTES, CLAWSON AND HOLDAWAY VOTED YES. THE MOTION CARRIED UNANIMOUSLY

 Councilmember Holdaway asked to discuss the logistics of the town halls and the structure of them, indicating that he did not have an issue with the specific dates themselves.

 Councilmember Sifuentes asked for clarification on how members of the council would schedule time to participate in a town hall. A discussion ensued.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE CONSENT ITEM 7.3, WITH THE STIPULATION THAT STAFF WILL CREATE DIFFERENT FORMATS THAT ALLOW DIFFERENT TYPES OF COLLABORATION AND DISCUSSION. COUNCILMEMBER CAMERON SECONDED. MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

8. APPOINTMENTS/REMOVALS

There were no appointments or removals at this meeting.

9. BUSINESS ITEMS

9.1. PUBLIC HEARING: Parks and Recreation Master Plan (Ordinance 2025-01)

Parks and Recreation Director Brian Vawdrey is requesting approval of the proposed Vineyard City Parks and Recreation Master Plan.

(This item is being continued to March 19th, 2025 Planning Commission meeting.)

Mayor Fullmer called for a motion to move this item to the next meeting.

 **Motion:** COUNCILMEMBER SIFUENTES MOTIONED TO MOVE THE PUBLIC HEARING TO THE NEXT CITY COUNCIL MEETING ON MARCH 26TH 2025 at 6:00 PM. SHE ALSO MOTIONED TO MOVE THE PARKS AND RECREATION MASTER PLAN TO THE NEXT MEETING. COUNCILMEMBER CAMERON SECONDED THE MOTION. THE ROLL CALL VOTE WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.2. PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-06)

Utility Billing Clerk Maria Arteaga will present proposed amendments to the Consolidated Fee Schedule. The Mayor and City Council will act to adopt (or deny) this request by resolution.

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

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ENTER A PUBLIC HEARING AT 7:35PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

185 Mayor Fullmer turned the time over to Utility Billing Clerk Maria Arteaga.

186
187  Ms. Arteaga presented the proposed amendments to the consolidated fee schedule.

188
189  Councilmember Holdaway asked about the proposed change for towing companies from
190 certificate to qualification. Lieutenant Holden Rockwell offered clarification.

191
192  Ms. Arteaga continued her presentation.

193
194  Mayor Fullmer asked for public comment. Seeing none, she asked for a motion to close
195 public hearing.

196
197  **Motion:** COUNCILMEMBER SIFUENTES MOTIONED TO CLOSE THE PUBLIC
198 HEARING AT 7:39PM. COUNCILMEMBER CAMERON SECONDED THE MOTION.
199 MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND
200 SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

201
202  Councilmember Sifuentes recognized the hard work done by staff in events and parks and
203 rec. She was excited that staff would be taking over the children's market.

204
205  Mayor Fullmer asked if the request and application went outside where the red curb was
206 normally marked.

207
208  Councilmember Clawson asked how the food truck fee was determined, since it was a range.
209 Mr. Ellis explained how the costs would be determined.

210
211  Councilmember Holdaway stated that he enjoyed working with Ms. Arteaga and that he
212 agreed with all the proposed changes. There was a brief discussion about digital parking fees.

213
214  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE RESOLUTION 2025-
215 06, THE CONSOLIDATED FEE SCHEDULE AMENDMENT. COUNCILMEMBER
216 CAMERON SECONDED. THE ROLL CALL VOTE WENT AS FOLLOWS: MAYOR
217 FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, AND SIFUENTES VOTED YES.
218 COUNCILMEMBER HOLDAWAY VOTED NO. THE MOTION CARRIED FOUR (4) TO ONE
219 (1).

220
221 **9.3. DISCUSSION AND ACTION - Code of Conduct (Changed to Resolution 2025-**
222 **08)**

223 **(This item was continued from the January 14th and January 29th, City Council**
224 **Special Sessions and the February 12, 2025, City Council Meeting.)**

225
226  Mayor Fullmer asked Councilmember Clawson if he still wanted to report on the proposed
227 code of conduct since he was not a party to the discussion with the auditor. Councilmember
228 Clawson felt the committee had sufficient time to work on changes to the code and he would be
229 comfortable still moving forward with a vote. He stated that he was proud of the results of the work
230 of the subcommittee.

Mr. Blakesley offered clarification on the letter from the auditor's office. He stated that it was regarding a previous ledger request from Councilmember Holdaway. Mr. Blakesley felt the letter did not mention the proposed code of conduct. Councilmember Holdaway disagreed and offered clarification as to the impetus for the letter from the auditor's office. He stated that he had received an email from Mr. Ellis on February 24. Councilmember Holdaway alleged that the email informed him that he would not be getting the general ledger to the degree in which he wanted so that he could share it with a Certified Public Accountant (CPA).

Councilmember Cameron called for point of order, explaining that the comments being made by Councilmember Holdaway did not pertain to the discussion of the code of conduct. Mayor Fullmer recognized her point of order and asked Councilmember Holdaway if what he had sent to the auditor's office involved anything related to the code of conduct. Councilmember Holdaway explained that there was a section of the proposed code that mentioned the sharing of documents and the ability of the council to enter a closed session if there were questions about what documents were being shared. He stated that he had concerns over the authority being given to the council in that regard.

Councilmember Clawson asked for clarification on the area of the code that Councilmember Holdaway was concerned about. A discussion ensued.

Mayor Fullmer felt the discussion had strayed from the topic at hand and advised the council that they could move forward with voting on the code and if needed it could be amended later.

Councilmember Clawson recommended that the code be approved as a by-law instead of an ordinance. A discussion ensued.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER CLAWSON MOVED TO ADOPT RESOLUTION 2025-08, APPROVING THE PROPOSED CODE OF CONDUCT. COUNCILMEMBER HOLDAWAY SECONDED THE MOTION. THE ROLL CALL VOTE WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

10. CLOSED SESSION

There was no closed session held.

11. ADJOURNMENT

Mayor Fullmer adjourned the meeting at 7:54 PM.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: _____

TONY LARA, DEPUTY CITY RECORDER





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 26, 2025

Agenda Item: Award of 5-Year Roadway Striping Services Contract (Resolution 2025-09)

Department: Public Works

Presenter: Naseem Ghandor

Background/Discussion:

The City periodically contracts for roadway striping services to maintain and enhance road safety, visibility, and compliance with traffic control standards. The current contract has expired, necessitating a new agreement to ensure continuity of service.

A formal Request for Proposals (RFP) was issued on February 19, 2025, and proposals were received from multiple qualified contractors. After a thorough review process, Clear Line Striping was determined to be the most responsive and responsible bidder based on pricing, experience, references, and ability to meet the City's service requirements.

Clear Line Striping was approximately 10% lower than the competing contractors with extensive experience in pavement striping and markings.

Their proposal includes:

1. Comprehensive Services: Roadway striping, crosswalk markings, bike lane delineation, and other pavement markings.
2. Quality Standards: Use of durable, high-reflectivity materials meeting state and federal guidelines.
3. Competitive Pricing: Within budget allocations and providing the best value among competing companies.
4. Responsive Service: Commitment to timely completion of projects and emergency response capabilities.

The contract will be structured as a one-year agreement with the option for four annual renewals, contingent upon performance and budget availability. This structure ensures flexibility while maintaining long-term cost stability and service continuity.

Fiscal Impact:

The contract amount will be funded through the City's approved Public Works budget for roadway maintenance. Annual expenditures will be subject to appropriations approved by the City Council during the budgeting process.

Recommendation:

Staff recommends that the City Council approve the award of a multi-year contract to Clear Line Striping for city-wide striping services. The contract will have an initial one-year term and the option to renew annually for up to four additional years. The total contract term shall not exceed

five years.

Sample Motion:

"I move to adopt resolution 2025-09 awarding the city-wide striping services contract to Clear Line Striping for an initial term of one year, with the option for renewal for up to four additional years, and authorize the City Manager to execute the agreement."

Attachments:

1. RES 2025-09 Bid Award for City-wide Roadway Striping Services
2. Clear Line - 2025 Vineyard Contract
3. Clear Line Stripping Bid Road Striping Services

RESOLUTION 2025-09

A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO CLEAR LINE STRIPING TO PROVIDE CITY-WIDE ROADWAY STRIPING SERVICES.

WHEREAS, notice to bidders has been duly given as required by law; and

WHEREAS, after consideration of all bids filed it was determined that Clear Line Striping is the best qualified bidder to provide city-wide roadway striping services.

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

Section 1. The bid be awarded to Clear Line Striping to provide city-wide roadway striping services to Vineyard City

Section 2. The contract amount will be funded through the City's approved Public Works budget for roadway maintenance. Annual expenditures will be subject to appropriations approved by the City Council during the budgeting process.

Section 3. That city staff are hereby authorized and directed to execute the contract as is herein referred and allow the City Manager to sign said contract.

Section 4. This resolution shall take effect upon passing.

Passed and dated this 26th day of March 2025.

Mayor

Attest:

City Recorder



Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is made and entered into as of 3/20/2025, between Client, hereinafter referred to as "Vineyard City," and Contractor, hereinafter referred to as "Clear Line Striping."

WHEREAS, Vineyard City desires to engage Clear Line Striping to provide road striping services;

NOW THEREFORE, Vineyard City and Clear Line Striping agree as follows:

1. Services

Clear Line Striping shall provide the following services to Vineyard City (the "Services"):

1. Road striping services for Vineyard City's specified locations, including 4-inch, 8-inch, and 12-inch lane markings and lines, pavement markings with various symbols, arrows, and other markings, and red curb striping in designated areas as required by Vineyard City.
2. Application of materials must follow the methods outlined in the specifications provided by Vineyard City.
3. Ensuring compliance with all local regulations and safety standards.
4. Providing a quote for the services based on the scope of work required.

2. Payment

In consideration for the services to be performed by Clear Line Striping under the Independent Contractor Agreement, Vineyard City agrees to pay Clear Line Striping based on the following rates for the specified items:

1. 4" White or Yellow: \$0.23 per LF
2. 8" White or Yellow: \$0.26 per LF
3. 12" Crosswalk/Stop Bar: \$0.31 per LF
4. Turn Arrow: \$25.75 per Each
5. Shared-Lane Marking: \$51.50 per Each
6. Bike Lane Marking: \$46.35 per Each
7. STOP/ONLY Marking: \$61.80 per Each
8. YIELD Marking: \$61.80 per Each
9. SCHOOL Marking: \$66.95 per Each
10. HV School Crosswalk: \$25.75 per Each
11. Shark Teeth: \$5.15 per Each
12. 24" Stop Bar: \$25.75 per Each
13. Railroad Crossing: \$257.50 per Each
14. Red Curb: \$1.41 per LF

Payment for the services rendered shall be made within 30 days of receipt of an invoice from Clear Line Striping. The invoice must include an invoice number, the dates covered by the invoice, and a detailed summary of the work performed.

3. Term

Clear Line Striping shall commence providing road striping services under this Agreement on the Start Date, 07/01/2025 and will diligently perform as required and complete performance by the end date. This Agreement shall have an initial term of one year, with the option for a four-year renewal upon mutual agreement of both parties.



4. Termination

Vineyard City reserves the right to terminate this Agreement at any time by providing written notice to Clear Line Striping specifying the effective date of termination at least 15 days before the effective date. In the event of termination, all finished or unfinished work, services, documents, and materials shall become the property of Vineyard City. Clear Line Striping will be paid an amount proportional to the total compensation for work completed, less any prior payments made.

5. Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah.

6. Indemnification

Vineyard City shall indemnify and hold Clear Line Striping harmless from any loss or liability arising from performing the Services under this Agreement.

7. Notices

Notices required under this Agreement must be in writing and delivered in person, by nationally recognized courier services (e.g. FedEx), or by certified mail with return receipt request.

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

Clear Line Striping
Clear Line Striping
1272 S 670 W, Salem, UT 84653

8. Entire Agreement

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter.

9. Force Majeure

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).



10. Severability

The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed and construed in accordance with the laws of the territory denoted in the Governing Law clause of this Agreement.

11. Assignment

This Agreement, and any rights, entitlements, duties and obligations arising from it, shall not be assigned or delegated in whole or in part by either party, without the prior written consent of the other party; provided, however, that any merger, consolidation, or other reorganization, or sale of all or substantially all of its assets by, with, among or involving Clear Line Striping shall not be deemed an assignment by Clear Line Striping or a delegation of Clear Line Striping's rights, entitlements, duties or obligations under this Agreement. Any attempted assignment by either party without the consent of the other party shall be null and void and shall entitle the other party to terminate this Agreement upon written notice of termination. The foregoing to the contrary notwithstanding, no party may withhold its approval to an assignment of this Agreement in the event of a merger or reorganization of a party or a sale of all or substantially all of the assets of a party or a consolidation of a party with any of its affiliates.

12. Dispute Resolution

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the territory denoted by the Governing Law clause of this Agreement. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

13. Representations and Warranties

The representations and warranties of the parties contained shall be true and correct at and as of such 7/1/2025 as though then made.

14. Independent Contractor

Clear Line Striping shall be considered an independent contractor and neither Clear Line Striping, its employees, nor anyone working under Clear Line Striping shall be considered an agent or an employee of Vineyard City. Neither Clear Line Striping, its employees nor anyone working under Clear Line Striping shall qualify for workers' compensation or other fringe benefits of any kind through Vineyard City.

Clear Line Striping

Name

Sunny Rucker

Signature

Sunny Rucker

Date

3/20/25

Vineyard City

Name

Signature

Date



Request for Proposal For Road Striping Services Vineyard City R1.1

Cost Proposal:

Item	Description	Unit of Measurement	Estimated Qty	Unit Price	Total
1	4" White or Yellow	LF	150,000	\$0.23	\$33,990.00
2	8" White or Yellow	LF	9,500	\$0.26	\$2,446.25
3	12" Crosswalk/Stop Bar	LF	12,500	\$0.31	\$3,862.50
4	Turn Arrow	Each	170	\$25.75	\$4,377.50
5	Shared-Lane Marking	Each	60	\$51.50	\$3,090.00
6	Bike Lane Marking	Each	40	\$46.35	\$1,854.00
7	STOP/ONLY Marking	Each	4	\$61.80	\$247.20
8	YIELD Marking	Each	2	\$61.80	\$123.60
9	SCHOOL Marking	Each	6	\$66.95	\$401.70
10	HV School Crosswalk	Each	60	\$25.75	\$1,545.00
11	Shark Teeth	Each	55	\$5.15	\$283.25
12	24" Stop Bar	Each	250	\$25.75	\$6,437.50
13	Railroad Crossing	Each	1	\$257.50	\$257.50
14	Red Curb	LF	TBD	\$1.41	
Total					\$58,916.00

-Price does not include Traffic Control, Sweeping or Layout of Roadways.

Company Profile:

Clear Line Striping specializes in high, quality, durable and precise striping. With 15 years of industry experience and our commitment to safety, efficiency, and professionalism makes us a go-to partner for businesses, municipalities, and contractors seeking reliable pavement marking services.

Work Plan:

Feb 28, 2025



Clear Line will work with Vineyard city to create a schedule that meets the needs of the city.

Insurance:

COI will be provided on execution of contract.

Acknowledgment of Termination Clause:

Clear Line Acknowledges that Vineyard City reserves the right to terminate the contract at any time, with written notice to the contractor specifying the effective date of termination at least 15 days before the effective date.

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 26, 2025

Agenda Item: Approval of the Vineyard City 2024 Annual Drinking Water Quality Report
(Resolution 2025-13)

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

The Vineyard City Water System has complied with all drinking water quality regulatory standards. The approval and dissemination of the 2024 Annual Drinking Water Quality Report fulfill our commitment to transparency and regulatory compliance. Staff recommends approval of the report and its release to the public.

Summary:

Each year, the Vineyard City Water System prepares an Annual Drinking Water Quality Report in compliance with federal and state regulations. This report provides customers with important information about the sources and quality of their drinking water, including testing results for various contaminants and compliance with safety standards. The report ensures transparency in water quality management and informs residents about the safety of their water supply.

The 2024 Annual Drinking Water Quality Report presents monitoring data collected throughout the year, demonstrating compliance with the Environmental Protection Agency (EPA) and Utah Division of Drinking Water (DDW) standards.

The report includes:

- A summary of Vineyard City's water sources includes Orem City and Central Utah Water.
- Information regarding water system corrosion control and lead and copper testing, with results showing compliance with regulatory limits.
- An update on Vineyard City's waiver from the Utah DDW regarding lead service line inventory, granted due to the city's newer water infrastructure installed in 2016.
- An overview of the total coliform-positive results detected in October and November 2024, including corrective actions to address the issue. Subsequent sampling confirmed the absence of total coliform bacteria.
- Explanation of potential contaminants in drinking water, their sources, and health-related information.
- A summary of routine monitoring results, including microbiological, inorganic, and disinfection by-product contaminants, all meeting required safety standards.
- Guidance on preventing cross-connections within the water distribution system to protect water quality.
- Consumer education on lead exposure and methods to reduce potential risks in home plumbing.

The report is available to the public, and residents are encouraged to review it to understand their water quality better.

Additionally, customers may call the city office to ask questions or discuss any concerns regarding water service.

Fiscal Impact:

There is no significant fiscal impact associated with the approval of this report. Compliance with public water system reporting requirements is included in the operational budget of the Vineyard City Water System.

Recommendation:

Staff recommends that the City Council approve the Vineyard City 2024 Annual Drinking Water Quality Report and authorize its public release as required by the Safe Drinking Water Act (SDWA).

Sample Motion:

"I move to adopt Resolution 2025-13, approving the Vineyard City 2024 Annual Drinking Water Quality Report and authorize its publication and distribution to the public as required."

Attachments:

1. Resolution 2025-13 - 2024 Vineyard City Drinking Water Quality Report
2. CCR 2024 Vineyard 25168

VINEYARD CITY RESOLUTION NO. 2025-13

A RESOLUTION APPROVING THE 2024 ANNUAL DRINKING WATER QUALITY REPORT

WHEREAS, Vineyard City operates a public drinking water system and is committed to providing clean, safe, and reliable drinking water to its residents; and

WHEREAS, the Safe Drinking Water Act and Utah Division of Drinking Water regulations require public water systems to prepare and distribute an annual Consumer Confidence Report (CCR) detailing water quality monitoring results, potential contaminants, and compliance with state and federal standards; and

WHEREAS, the Vineyard City Water System has completed the 2024 Annual Drinking Water Quality Report, which provides information on the sources of drinking water, detected contaminants, regulatory compliance, and steps taken to ensure water quality; and

WHEREAS, Vineyard City desires to formally approve and distribute the 2024 Drinking Water Quality Report to residents, in accordance with state and federal requirements;

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

1. The Vineyard City Council hereby adopts the 2024 Annual Drinking Water Quality Report.
2. The Vineyard City Water System is authorized and directed to distribute the report to all customers by July 1, 2025, in compliance with regulatory requirements.
3. The report shall be made publicly available on the Vineyard City website and at City Hall for review by residents.
4. City staff shall ensure proper notification of the report's availability through utility bill inserts, social media, and public meetings.

PASSED AND ADOPTED by the Vineyard City Council this ____ day of _____, 2025.

APPROVED:

[Mayor's Name]

Mayor, Vineyard City

ATTEST:

[City Recorder's Name]

City Recorder, Vineyard City

DRAFT



Annual Drinking Water Quality Report

Vineyard City

2024

We are pleased to present to you, our customer, with this year's Drinking Water Quality report. This report is designed to inform you about the quality of the water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water.

We are pleased to report that our drinking water meets federal and state requirements.

If you have any questions about this report or concerning your water utility, please contact Devan Peterson at 385-378-5197. We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held on the second and fourth Wednesday each month at 6 pm located in the city hall building.

The Vineyard City Water System provides its consumers with surface water. Our water sources are Orem City and Central Utah Water.

Corrosion of pipes, plumbing fittings and fixtures may cause metals, including lead and copper, to enter drinking water. To assess corrosion of lead and copper, Vineyard City conducts tap sampling for lead and copper at selected sites every three (3) years.

Vineyard City Water System has received a waiver from the Utah Division of Drinking in regard to the initial lead service line inventory. This waiver was granted because the water systems distribution lines are newer and were installed on or after 2016. If you have any question in regard to Vineyard City's distribution line inventory, Please contact Devan Peterson at 385-378-5197.

TOTAL COLIFORM POSITIVE RESULTS:

Water samples taken in October and November 2024 confirmed the presence of total coliform bacteria. Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, bacteria may be present. Total coliforms are common in the environment and are generally not harmful themselves. The presence of these bacteria can indicate that the water may have been contaminated with organisms that can cause disease. Some symptoms may include diarrhea, cramps, nausea, and possible jaundice, headaches and fatigue. When the monthly samples confirmed the presence of total coliform bacteria, we took steps to identify and correct the problem. Subsequent monthly sampling has confirmed the absence of total coliforms in the water system

The Drinking Water Source Protection Plan for Vineyard City Water System is available for your review. It contains information about source protection zones, potential contamination sources

and management strategies to protect our drinking water. Our sources have been determined to have a medium level of susceptibility from potential contamination sources such as septic tanks, roads, residential areas, industrial areas, etc. We have also developed management strategies to further protect our sources from contamination. Please contact us if you have questions or concerns about our source protection plan.

There are many connections to our water distribution system. When connections are properly installed and maintained, the concerns are very minimal. However, unapproved and improper piping changes or connections can adversely affect not only the availability, but also the quality of the water. A cross connection may let polluted water or even chemicals mingle into the water supply system when not properly protected. This not only compromises the water quality but can also affect your health. So, what can you do? Do not make or allow improper connections at your homes. Even that unprotected garden hose lying in the puddle next to the driveway is a cross connection. The unprotected lawn sprinkler system after you have fertilized or sprayed is also a cross connection. When the cross connection is allowed to exist at your home, it will affect you and your family first. If you'd like to learn more about helping to protect the quality of our water, call us for further information about ways you can help.

The Vineyard City Water System routinely monitors contaminants in our drinking water in accordance with the Federal and Utah State laws. The following table shows the results of our monitoring for 2024. It is important to remember that all water sources of drinking water contain some naturally occurring contaminants. At low levels, these substances are generally not harmful in our drinking water. Removing all contaminants would be extremely expensive, and in most cases, would not provide increased protection of public health.

In the following table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Non-Detects (ND) - laboratory analysis indicates that the constituent is not present.

ND/Low - High - For water systems that have multiple sources of water, the Utah Division of Drinking Water has given water systems the option of listing the test results of the constituents in one table, instead of multiple tables. To accomplish this, the lowest and highest values detected in the multiple sources are recorded in the same space in the report table.

Parts per million (ppm) or Milligrams per liter (mg/l) - one part per million corresponds to one minute in two years or a single penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter (ug/l) - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

Parts per trillion (ppt) or Nanograms per liter (nanograms/l) - one part per trillion corresponds to one minute in 2,000,000 years, or a single penny in \$10,000,000,000.

Parts per quadrillion (ppq) or Picograms per liter (picograms/l) - one part per quadrillion corresponds to one minute in 2,000,000,000 years or one penny in \$10,000,000,000,000.

Picocuries per liter (pCi/L) - picocuries per liter is a measure of the radioactivity in water.

Millirems per year (mrem/yr) - measure of radiation absorbed by the body.

Million Fibers per Liter (MFL) - million fibers per liter is a measure of the presence of asbestos fibers that are longer than 10 micrometers.

Nephelometric Turbidity Unit (NTU) - nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Action Level (AL) - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Treatment Technique (TT) - A treatment technique is a required process intended to reduce the level of a contaminant in drinking water.

Maximum Contaminant Level (MCL) - The “Maximum Allowed” (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG) - The “Goal” (MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Date- Because of required sampling time frames i.e. yearly, 3 years, 4 years and 6 years, sampling dates may seem outdated.

Waivers (W)- Because some chemicals are not used or stored in areas around drinking water sources, some water systems have been given waivers that exempt them from having to take certain chemical samples, these waivers are also tied to Drinking Water Source Protection Plans.

TEST RESULTS							
Contaminant	Violation Y/N	Level Detected ND/Low-High	Unit Measurement	MCLG	MCL	Date Sample d	Likely Source of Contamination
Microbiological Contaminants							
Total Coliform Bacteria	N	3	N/A	0	Presence of coliform bacteria in 5% of monthly samples	2024	Naturally present in the environment
Fecal coliform and <i>E.coli</i>	N	ND	N/A	0	If a routine sample and repeat sample are total coliform positive, and one is also fecal coliform or <i>E. coli</i> positive	2024	Human and animal fecal waste
Turbidity for Surface Water	N	0.51	NTU	N/A	0.5 in at least 95% of the samples and must never exceed 5.0	2024	Soil Runoff (highest single measurement & the lowest monthly percentage of samples meeting the turbidity limits)
Inorganic Contaminants							
Arsenic	N	1-2	ppb	0	10	2024	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium	N	87-96	ppb	2000	2000	2024	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Carbon, Total Organic (TOC)	N	2-4	ppm	NA	TT	2024	Naturally present in the environment
Copper a. 90% results b. # of sites that exceed the AL	N	a.0.556 b.0	ppm	1.3	AL=1.3	2023	Corrosion of household plumbing systems; erosion of natural deposits
Cyanide	N	ND-5	ppb	200	200	2024	Discharge from steel/metal factories; discharge from plastic and fertilizer factories
Fluoride	N	20-205	ppb	4000	4000	2024	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Lead a. 90% results b. # of sites that exceed the AL	N	a. 5 b.0	ppb	0	AL=15	2023	Corrosion of household plumbing systems, erosion of natural deposits

Selenium	N	4	ppb	50	50	2024	Discharge from petroleum and metal refineries; erosion of natural deposits; discharge from mines
Sodium	N	7-35	ppm	None set by EPA	None set by EPA	2024	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills.
Sulfate	N	9-64	ppm	1000	1000	2024	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills, runoff from cropland
TDS (Total Dissolved solids)	N	112-444	ppm	2000	2000	2024	Erosion of natural deposits
Disinfection By-products							
TTHM Total trihalomethanes	N	14	ppb	0	80	2024	By-product of drinking water disinfection
Haloacetic Acids	N	6-7	ppb	0	60	2024	By-product of drinking water disinfection
Radioactive Contaminants							
Alpha emitters	N	4	pCi/1	0	15	2024	Erosion of natural deposits
Radium 228	N	0.62-1	pCi/1	0	5	2024	Erosion of natural deposits

WHY ARE THERE CONTAMINANTS IN MY DRINKING WATER?

Drinking water, including bottled water, may reasonably be expected to contain at least a small amount of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and the potential health effects can be obtained by calling the Environmental protection Agency's (EPA) Safe Drinking Water Hotline at (800-426-4791). The sources of drinking water (both tap and bottled water) include rivers, lakes, streams, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity: microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife; inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming; pesticides and herbicides, which may come from a variety of sources such as agricultural, urban stormwater runoff, and residential uses; organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems; and radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities. In order to ensure that tap water is safe to drink, EPA

prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

If present, lead can cause serious health problems, especially for pregnant women and young children. The Vineyard City Water System has conducted thirty (30) lead samples during 2023. Sampling results can be obtained by calling Devan Peterson on 385-207-3893.

The Vineyard City Water System is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. Lead in drinking water is primarily from material and components associated with service lines and home plumbing. You share the responsibility for protecting yourself and your family from the lead in your home plumbing. You can take responsibility by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. If your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. You can also use a filter certified by an American National Standards Institute accredited certifier to reduce lead in drinking water. Lead in drinking water is rarely the sole cause of lead poisoning, but it can add to a person's total lead exposure. All potential sources of lead in the household should be identified and removed, replaced or reduced. If you are concerned about lead in your water, you may wish to have your water tested. Please contact Vineyard City Water System at Devan Peterson on 385-207-3893. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at <http://www.epa.gov/safewater/lead>.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised people such as people with cancer undergoing chemotherapy, people who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care providers about drinking water. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

We at The Vineyard City Water System work around the clock to provide top quality water to every tap. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future.

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 26, 2025

Agenda Item:

Contract Approval for the Main Street Sewer Line Repair (Resolution 2025-10)

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

Staff seeks City Council approval to award a contract for the Main Street Sewer Line Repair Project. This project is necessary to replace approximately 250 linear feet of 10-inch PVC sewer line, repair asphalt pavement, and replace damaged concrete curbs.

Summary

The sewer infrastructure along Main Street has deteriorated and requires replacement to prevent potential failures that could lead to service disruptions and roadway damage. The project scope includes:

- Replacing approx. 250 linear feet of 10-inch PVC schedule 40 sewer line.
- Implementing bypass pumping during construction.
- Conducting soil stabilization as needed.
- Removing and replacing approx. 7,800 square feet of asphalt pavement.
- Removing and replacing approx. 220 linear feet of concrete curb.
- Implementing traffic control measures in compliance with the Utah MUTCD.
- Conducting quality assurance and construction testing.

Procurement Process

A Request for Proposals (RFP) was issued on the State Procurement site and included the project description, scope of work, submission requirements, and evaluation criteria. Three proposals were received and evaluated based on experience, project approach, cost, and schedule. Based on the evaluation, Mountain West Industrial was identified as the most qualified and cost-effective contractor for the project. Their proposal demonstrated a clear understanding of the project scope, a strong track record of similar projects, and a competitive cost estimate.

Below is a summary of the proposal submissions.

Bidder	Proposed Cost	Proposed Schedule
Mountain West Industrial	\$299,319.80	26 days
Bidder 2	\$317,885.00	117 days

Bidder 3	\$478,320.00	54 days
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If the sewer line repair is not addressed, the following issues could arise: Infrastructure Failure, Sewage Backups, Groundwater Contamination, Road Damage, including potholes, Extended Disruptions, State Regulatory Fines, and Increased Repair Costs from Emergency Repairs and a larger Scope of Work.

Conclusion

Addressing the sewer line repair proactively ensures reliable infrastructure, protects public health, prevents costly emergency repairs, and maintains safe roadways for the community.

Fiscal Impact:

Funding for this project is included in the current fiscal year budget under the Public Works Wastewater Capital Improvement Fund. The total cost of the project is estimated at \$330,000; at \$299,319.80 contract price with \$30,680.20, approximately 10%, contingency funds set aside.

Recommendation:

Staff recommends that City Council approve the contract award to Mountain West Industrial in the amount of \$299,319.80 and authorize the City Manager to execute the agreement.

Sample Motion:

"I move to adopt Resolution 2025-10, approving the contract award for the Main Street Sewer Line Repair Project to Mountain West Industrial in the amount of \$299,319.80 and authorize the City Manager to execute all necessary documents."

Attachments:

1. RES 2025-10 Bid Award for Main Street Sewer Liner Repair Project
2. MWI - Vineyard City - Prime Contract - Main St Repair
3. MWI - Sewer Repair Bid
4. MWI - Vineyard Sewer Repair Schedule

RESOLUTION 2025-10

A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO MOUNTAIN WEST INDUSTRIAL FOR THE MAIN STREET SEWER LINE REPAIR PROJECT.

WHEREAS, notice to bidders has been duly given as required by law; and

WHEREAS, after consideration of all bids filed (see staff report), it was determined that Mountain West Industrial is the best qualified bidder for the Main Street Sewer Line Repair Project;

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

Section 1. The bid be awarded to Mountain West Industrial for the Main Street Sewer Line Repair Project.

Section 2. Funding for this project is included in the current fiscal year budget under the Public Works Wastewater Capital Improvement Fund. The total cost of the project is estimated at \$330,000; at \$299,319.80 contract price with \$30,680.20, approximately 10%, contingency funds set aside.

Section 3. That city staff are hereby authorized and directed to execute the contract as is herein referred and allow the City Manager to sign said contract.

Section 4. This resolution shall take effect upon passing.

Passed and dated this 26th day of March 2025.

Mayor

Attest:

City Recorder

PRIME CONTRACT

This Prime Contract (the “**Agreement**”) is made and entered into as of **March 26, 2025**, by and between **Mountain West Industrial, LLC**, (the “**Contractor**”) a Utah limited liability company, and **Vineyard City**, a municipal corporation with its principal office located at 262 West 1600 North, Vineyard, Utah (the “**Owner**” or “**City**” and together with the Contractor, each a “**Party**” and together, the “**Parties**”).

RECITALS

1. The City requires certain sewer replacement services, including the replacement of sewer line on Main Street, the repair of road surfaces, replacement of damaged curbing and additional work as necessary, as further detailed on **Exhibit A**, attached hereto (the “**Work**”).
2. The Contractor desires to provide such services to the City, and the City desires to engage the Contractor to perform such services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration acknowledged by the Parties to be satisfactory and adequate, the City and the Contractor agree as follows:

ARTICLE 1 SCOPE OF WORK

(a) **Scope of Work.** Contractor shall perform the Work in accordance with the terms of this Agreement which shall include the supply of all labor, materials, equipment, tools, and services necessary to perform the Work in accordance with the specifications and drawings provided by the City.

(b) **Incorporation of Contract Documents.** The work shall be performed in accordance with the Contract Documents (as defined in Article 2 herein) and any applicable codes, laws, and regulations. The “**Contract Documents**” consist of (1) this Agreement, including any exhibits or appendices attached hereto; (2) any subcontract agreements between Contractor and any subcontractor; (3) all Bid Documents, Drawings, Specifications, and Addenda issued in connection with this Agreement; and (4) Modifications issued after execution of this Agreement. These form the Contract Documents and are as fully a part of this Agreement as if attached hereto. In the event of any inconsistency between this Agreement and any other Contract Document, the terms of this Agreement will govern.

ARTICLE 2 CONTRACTOR’S WARRANTY

(a) **Contractor’s Warranty.** Contractor shall perform the work in a first class, workmanlike manner in strict accordance with the requirements of this Agreement. Contractor will exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily exercised by other contractors in the industry. Contractor warrants (a) that the Work complies with all diagrams, drawings, plans, specifications and other documentation, information or requirements regarding the Work under the this Agreement (“**Specifications**”) and that it is free of all deficiencies and defects in workmanship, and (b) that all materials or equipment supplied by Contractor comply with all Specifications and are new and fit for their intended purposes, unless otherwise described in the Specifications. This warranty shall be valid for a period of **twelve (12) months** from the date of substantial completion of the work (the “**Warranty Period**”). During the Warranty Period, the Contractor agrees to promptly repair or replace, at no cost to the Owner, any defects in the work or materials that are identified by the Owner and that are determined to be the result of the Contractor’s faulty workmanship or materials.

This warranty does not cover damage resulting from:

- Ordinary wear and tear.
- Misuse, negligence, or abuse by the Owner or third parties.
- Changes or modifications to the work performed by anyone other than the Contractor or its subcontractors.
- Acts of nature, including but not limited to storms, floods, earthquakes, or other extreme environmental conditions.

In the event that any part of the work fails to meet the warranty requirements, the Contractor shall, at its sole expense, repair or replace the defective work within a reasonable time frame after receiving notice from the Owner.

ARTICLE 3

SCHEDULE OF WORK

(a) **Schedule of Work.** The schedule for completion of the work is set forth on **Exhibit A** to this Agreement. Owner will provide Contractor, from time to time, with a schedule for completion of all or a portion of the Work, which schedule may be revised as the Work progresses and which revised schedule shall become a part of this Agreement. Contractor may at any time alter the schedule with respect to the order of completion of particular segments of the Work. The hours of Work and the days upon which Subcontractor will perform the Work will be solely within the discretion of Contractor, consistent with the schedule of Work and the Contract Documents.

(b) **Progress Reports.** Contractor shall provide Owner with such reports and other evidence of the progress of the Work as Owner may reasonably request. Owner may inspect the Work at all reasonable times without notice to Contractor.

ARTICLE 4

PAYMENT TERMS

(a) **Contract Price.** The total contract price for the work under this Agreement shall be two hundred thousand, ninety-nine thousand, three hundred and nineteen dollars and eighty cents. (**\$299,319.80**), subject to adjustments as provided in this Agreement.

(b) **Payment Upon Mobilization.** Owner agrees to make an initial payment of twenty percent (20%) of the total contract price (totaling \$59,863.96) to the Contractor upon mobilization of the Contractor to the project site, which shall occur prior to the commencement of actual Work. This upfront payment will be credited toward the total contract price and is due within seven (7) days of receipt of the Contractor's invoice and notice of mobilization. Mobilization shall be deemed to have occurred when the Contractor has assembled and prepared all necessary equipment, materials, and personnel for the project and is ready to begin actual work on the site.

(c) **Invoice Submission.** The Contractor shall submit an itemized invoice to the Owner for the work performed during the preceding billing period, or upon completion of a milestone or project phase, as agreed by the Parties. Each invoice shall include a description of the work completed, the amount due, and any applicable supporting documentation (e.g., time sheets, receipts, or progress reports).

(d) **Payment Terms.** All invoices shall be due and payable by the Owner within 30 days from the date of receipt of the invoice. The Owner shall make payment in accordance with the instructions provided on such invoice. The payment shall be considered timely if received by the due date.

(e) **Late Payment.** If the Owner fails to make payment within the Net 30 period, a late fee of 1.5% per month, or the maximum rate permitted by law, whichever is lower, will be charged on the overdue amount. Additionally, the Contractor reserves the right to suspend or cease performance of services until payment is made in full, without waiving any rights to pursue legal remedies for collection of overdue amounts.

(f) **Disputed Invoices.** If the Owner disputes any portion of an invoice, the Owner shall notify the Contractor in writing within three (3) days of receipt of the invoice, specifying the amount in dispute and the reason for the dispute. The Parties shall work in good faith to resolve the dispute promptly. The Owner shall pay any undisputed amounts by the due date, and the disputed portion shall be resolved as quickly as practicable.

(g) **Final Payment.** Upon completion of the Work or termination of this Agreement, Contractor shall submit a final invoice, and Owner shall pay the full outstanding balance within thirty (30) days following receipt of an invoice from Contractor in the manner directed on such invoice. The final payment will be made after completion of the work to the City's satisfaction, including all punch list items, and after the Contractor has submitted all necessary documentation, including warranties, releases, and lien waivers.

ARTICLE 5

CHANGE ORDERS

(a) **Definition of Change Order.** A "Change Order" refers to any modification, addition, or deletion of the scope of work, time, or cost under this Agreement. Change Orders may be required due to unforeseen circumstances, changes in design, changes in laws or regulations, or any other conditions that require modification of the work as originally agreed upon by the Parties.

(b) **Initiation of Change Orders.** Either Party may initiate a Change Order. The Party proposing the Change Order must provide written notice to the other Party, including a detailed description of the proposed changes, the reasons for the changes, and any impact on the contract price or completion schedule.

(c) **Approval of Change Orders.** No Change Order shall be valid unless it is signed by both the Owner and the Contractor. The Change Order must specify: a) A description of the change(s) to the scope of work; b) The adjustment to the contract price, if any, due to the change; c) The adjustment to the project schedule, if any, due to the change; d) Any other relevant terms, including the payment method and timing.

(d) **Change Order Price Adjustments.** If the Change Order results in an increase or decrease in the contract price, the adjustment shall be based on the Contractor's written proposal, which may include direct costs such as labor, materials, and overhead, as well as any other reasonable costs related to the change.

(e) **Change Order Time Adjustments.** If the Change Order requires an extension or reduction in time to complete the work, the Owner and Contractor shall agree to a new schedule and deadlines based on the nature of the change.

(f) **Lump Sum or Unit Prices.** The price for changes may be based on a lump sum, unit prices, or time and materials, as determined by the Parties. If the price is based on time and materials, the Contractor shall provide detailed documentation of costs incurred, including time sheets, material invoices, and other relevant receipts.

(g) **Emergency Change Orders.** In the event of an emergency requiring immediate action to prevent damage to property, injury to persons, or to comply with applicable laws or safety regulations, the Contractor may make necessary changes without prior written approval. However, the Contractor shall promptly notify the Owner of the emergency change and submit a formal Change Order as soon as practical, detailing the work performed and associated costs.

(h) **Failure to Approve Change Orders.** If the Owner fails to approve a proposed Change Order in a timely manner, the Contractor shall have the right to suspend work until a resolution is reached. The Contractor shall not be responsible for any delays caused by the failure of the Owner to approve or execute a Change Order.

(i) **Effect of Change Orders on Other Provisions.** Except as modified by a Change Order, all other terms and conditions of this Agreement shall remain in full force and effect. No Change Order shall alter or modify any provision of this Agreement unless expressly stated in writing and agreed to by both Parties.

(j) **Documentation and Record Keeping.** The Contractor shall keep accurate and detailed records of all work performed under a Change Order, including time, materials, and other costs, and shall make such records available to the Owner upon request. These records shall be used as a basis for the payment due under any Change Order.

(k) **Deficiencies in Specifications.** If Contractor, during the prosecution of the Work, discovers unknown and/or concealed physical conditions or deficiencies in the Specifications, Contractor shall be entitled to reasonable additional compensation and/or additional time added to the Schedule. Contractor shall, upon discovery of such conditions, promptly submit a Change Order providing details regarding the conditions that give rise to the Change Order, as well as providing details regarding any adjustments to the Contract Price and/or schedule Contractor determines are necessary to be able to effectively complete the Work.

ARTICLE 6

INSURANCE REQUIREMENTS

(a) **Insurance Requirements.** Contractor will provide and maintain at its own expense the minimum insurance coverages set forth on **Exhibit B** (attached hereto) with such insurance companies and in such form as will be satisfactory to Owner. Umbrella insurance coverage shall be an acceptable alternative to any insurance coverage that is less than what is required under **Exhibit B**.

(b) **Insurance Certificates.** Prior to commencement of the Work, Contractor shall provide Owner with certificates of insurance and insurance policy endorsements evidencing the coverages required by this Agreement in a form acceptable to Owner, which certificates and endorsements will also provide that (a) Owner is named as an additional insured under the insurance policies required by this Agreement, and (b) the insurance carrier must provide thirty (30) days prior written notice to Owner of any cancellation of or material modification of such insurance policies. Such required insurance certificates and

endorsements must be furnished to Owner no later than seven (7) days after execution of this Agreement at the address first set forth above.

ARTICLE 7

INDEMNIFICATION

(a) **Indemnification by Contractor.** The Contractor agrees to indemnify, defend, and hold harmless the Owner, its officers, directors, employees, agents, and affiliates (collectively, the “**Owner Indemnitees**”) from and against any and all claims, demands, actions, damages, liabilities, losses, costs, or expenses (including reasonable attorney's fees) arising out of or in connection with:

- i. Any act or omission of the Contractor, its employees, agents, subcontractors, or representatives in the performance of the work under this Agreement;
- ii. Any injury to persons (including death) or damage to property caused by the Contractor's negligence, willful misconduct, or failure to comply with applicable laws and regulations; or
- iii. Any breach of the Contractor's obligations under this Agreement, including warranties, representations, or covenants made herein.

(b) **Indemnification by Owner.** The Owner agrees to indemnify, defend, and hold harmless the Contractor, its officers, directors, employees, agents, and affiliates (collectively, the "Contractor Indemnitees") from and against any and all claims, demands, actions, damages, liabilities, losses, costs, or expenses (including reasonable attorney's fees) arising out of or in connection with:

- i. Any act or omission of the Owner, its employees, agents, or representatives;
- ii. Any injury to persons (including death) or damage to property caused by the Owner's negligence, willful misconduct, or failure to comply with applicable laws and regulations; or
- iii. Any breach of the Owner's obligations under this Agreement.

(c) **Limitations on Indemnity.** Neither party shall indemnify the other for any claims, damages, or liabilities resulting from the indemnified party's own negligence or willful misconduct. The indemnity obligations in this Clause shall survive the termination or expiration of this Agreement.

(d) **Procedure for Claims.** If any claim is made by a third party for which either party is entitled to indemnification under this clause, the indemnified party shall promptly notify the indemnifying party in writing of such claim. The indemnifying party shall have the right to assume control of the defense of such claim, provided that the indemnified party may participate in the defense at its own expense. The indemnified party shall cooperate with the indemnifying party in the defense of such claim.

ARTICLE 8

COMPLIANCE WITH LAWS

(a) **Parties Compliance with Laws.** The Parties shall comply with all federal, state, and local laws, ordinances, and regulations in the performance of the work. This includes, but is not limited to, compliance with environmental laws, worker safety laws, and any relevant building codes.

ARTICLE 9

TERMINATION

(a) **Right to Termination for Cause.** Either party (the “**Terminating Party**”) shall have the right to terminate this Agreement for cause upon providing written notice to the other party (the “**Defaulting Party**”) in the event of any of the following circumstances:

- i. **Failure to Perform:** The Defaulting Party fails to perform any of its material obligations under this Agreement and does not cure such failure within ten (10) days after receiving written notice specifying the nature of the breach;
- ii. **Insolvency or Bankruptcy:** The Defaulting Party becomes insolvent, files for bankruptcy, or has a receiver or trustee appointed over all or substantially all of its assets;
- iii. **Failure to Pay:** The Defaulting Party fails to make any payment required under this Agreement and does not remedy such failure within ten (10) days after receiving written notice of non-payment;
- iv. **Violation of Laws or Regulations:** The Defaulting Party violates any applicable law, statute, regulation, or ordinance that materially affects the performance of its obligations under this Agreement.

(b) **Notice and Opportunity to Cure.** The Terminating Party shall provide written notice of the termination for cause, specifying the reason(s) for the termination. In the event of a failure to perform or breach of any obligation, the Defaulting Party shall have ten (10) days from the date of receipt of such notice to cure the breach or failure, except where the breach or failure cannot be cured within such time, in which case the Defaulting Party must commence to cure the issue within such time and diligently pursue it to completion.

(c) **Consequences of Termination for Cause by Owner.** If the Owner terminates this Agreement for cause, the Contractor shall immediately cease all work under the Agreement and shall promptly deliver to the Owner all work products, materials, documents, and other items in the Contractor's possession or control that relate to the work performed up until the termination date. The Owner shall pay the Contractor for the work satisfactorily completed up to the termination date, subject to adjustments for any costs, damages, or liabilities incurred as a result of the Contractor's breach or failure to perform.

(d) **Consequences for Termination for Cause by Contractor.** If the Contractor terminates this Agreement for cause, the Owner shall immediately pay the Contractor for all work performed up to the termination date. The Owner shall also bear the cost of any work necessary to complete the project, including any additional costs incurred due to the Owner's breach or failure to perform.

(e) **Survival of Rights and Obligations.** Termination of this Agreement for cause shall not affect any rights or obligations that have accrued up to the date of termination, including any claims for damages, and shall not release either Party from liability for any breach of this Agreement that occurred before the termination date. All rights, indemnities, and obligations that by their nature survive termination shall continue in full force and effect.

(f) **Mitigation of Damages.** Both Parties agree to make reasonable efforts to mitigate any damages or losses that arise as a result of a termination for cause.

ARTICLE 10

DISPUTE RESOLUTION

(a) **Initial Negotiation.** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement (the “**Dispute**”), the Parties agree to attempt in good faith to resolve the matter through informal discussions and negotiations. Either Party may initiate these discussions by providing written notice to the other Party, describing the nature of the Dispute and proposing a meeting or discussion. The Parties shall engage in such discussions promptly and in good faith to attempt to resolve the Dispute amicably.

(b) **Mediation.** If the Dispute has not been resolved within thirty (30) days following the initiation of informal discussions, the Parties agree to submit the Dispute to mediation. The mediation shall be conducted by a neutral third-party mediator mutually agreed upon by the Parties. If the Parties are unable to agree on a mediator, the mediation shall be administered by the American Arbitration Association (AAA) in accordance with its mediation rules. The costs of mediation, including the mediator’s fees, shall be shared equally by the Parties unless otherwise agreed.

(c) **Arbitration.** If the Dispute is not resolved through mediation within sixty (60) days after the commencement of mediation, either Party may submit the Dispute to binding arbitration. The arbitration shall be conducted by a single arbitrator in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration body. The arbitration shall take place in Salt Lake City, Utah and the arbitration proceedings shall be conducted in the English language.

(d) **Arbitrator’s Authority.** The arbitrator shall have the authority to grant any relief or remedy that would be available in a court of law, including, but not limited to, awarding damages, specific performance, or injunctive relief, and may award the prevailing Party its reasonable attorney’s fees and costs, as determined by the arbitrator.

(e) **Final and Binding.** The decision of the arbitrator shall be final and binding on both Parties. Judgment on the award may be entered in any court of competent jurisdiction.

(f) **Confidentiality.** Any mediation or arbitration proceedings and any award or decision made therein shall be confidential. The Parties agree not to disclose the existence, content, or results of such proceedings, except as required by law or necessary to enforce the decision or award.

(g) **Continued Performance.** Notwithstanding the existence of a Dispute, both Parties agree to continue to perform their respective obligations under this Agreement unless and until the Agreement is terminated in accordance with its terms. Neither Party shall be excused from performance due to a Dispute unless mutually agreed upon in writing.

(h) **Jurisdiction and Venue.** Any court action to enforce or challenge the arbitration award or any other legal proceeding not subject to arbitration shall be brought exclusively in the courts located in Salt Lake City, Utah, and the Parties hereby submit to the jurisdiction of such courts for purposes of such enforcement or legal proceedings.

(i) **Exceptions.** Notwithstanding the foregoing, either Party may seek provisional or emergency relief from a court of competent jurisdiction if necessary to protect its interests pending the resolution of the Dispute through the processes set forth above.

ARTICLE 11
MISCELLANEOUS PROVISIONS

(a) **Entire Agreement.** This Agreement, including all exhibits, attachments, schedules, and any amendments or addendums hereto, constitutes the entire and exclusive agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes and replaces all prior or contemporaneous understandings, agreements, representations, warranties, and communications, whether written or oral, between the Parties relating to the subject matter of this Agreement.

(b) **No Oral Modifications.** Any modification, amendment, or supplement to this Agreement shall be made in writing and signed by both Parties. No oral representations, warranties, or other communications made by either Party shall be deemed to alter or affect the provisions of this Agreement, and neither Party shall be bound by any such oral representations or communications.

(c) **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed amended or severed from this Agreement to the extent necessary to make the remaining provisions valid and enforceable. The validity and enforceability of the remaining provisions shall not be affected.

(d) **No Waiver.** No waiver of any provision or breach of this Agreement by either Party shall be deemed a waiver of any other provision or subsequent breach. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to thereafter enforce such provision.

(e) **Binding Effect.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors, assigns, and legal representatives. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except as expressly provided herein.

(f) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah, without regard to its conflict of law principles. The Parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts located in Salt Lake City, Utah, and the Parties hereby consent to the personal jurisdiction and venue of such courts.

Remainder of Page Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER:

City of Vineyard, Utah

By: _____

Name:

Title:

Date:

CONTRACTOR

Mountain West Industrial, LLC
a Utah limited liability company

By: _____

Name:

Title:

Date:

EXHIBIT A
SCOPE OF WORK

The Work includes, but is not limited to, the following tasks:

- **Sewer Line Replacement.** Contractor shall replace approximately 250 linear feet of 10-inch PVC SDR 35 sewer line at a depth of approximately ten (10) feet. More specifically, the sewer line replacement will include:
 1. Excavation necessary to expose the existing sewer line.
 2. Removal and disposal of existing sewer line.
 3. Installation of new 10-inch PCV SDR 35 sewer line, ensuring proper alignment and grade.
 4. Reconnect the new sewer line to the existing City system at both ends near the identified manhole covers, ensuring a watertight connection.
 5. Backfill all excavated land with appropriate materials and compact such backfilled land in layers, as required.
 6. Implement bypass pumping to divert sewer flow during construction. Such pumping must be capable of pumping a 10-inch sewer line during peak flows.
- **Soil Stabilization (if necessary).** If compromised soil is found under the sewer line, Contractor will stabilize the subgrade for up to three (3) feet in depth. Upon excavation and exposure of the soil, Contractor and Owner shall mutually determine whether such soil is compromised and will require the stabilization contemplated under this Section 1.1(b).
- **Asphalt Removal and Replacement.** Contractor shall be responsible for the removal and replacement of approximately 7,800 square feet of 5-inch thick asphalt at or near the site of the sewer line replacement. More specifically, the asphalt removal and replacement will include:
 1. Demolition and removal of existing asphalt, including hauling the debris to a pre-approved disposal site.
 2. Hauling and placing road base materials to restore grade and provide a stable foundation.
 3. Installing 5-inch thick new asphalt pavement, ensuring proper compaction, leveling, and finish according to City's specifications.
- **Concrete Curb Removal and Replacement.** Contractor shall remove, dispose of, and replace approximately 220 linear feet of standard high-back concrete curb at or near the site of the sewer line replacement.
- **Traffic Control.** Contractor shall implement appropriate traffic control measures in accordance with the Utah Manual on Uniform Traffic Control Devices to ensure public and worker safety during performance of the Work. More specifically, Contractor's traffic control responsibilities include:
 1. Development of a comprehensive traffic control plan, including the use of cones, barriers, signage, and flagging where necessary.
 2. Management of necessary detours to minimize disruption and ensure smooth traffic flow.

3. Provide notifications to local residents and businesses regarding project schedules, traffic changes, and anticipated disruptions.
- **Quality Assurance and Construction Testing.** Contractor shall conduct quality assurance and testing to ensure all materials, including asphalt, concrete, and sewer pipes, compaction, and processes meet project specifications.

SCHEDULE

[TO BE ATTACHED]

EXHIBIT B
INSURANCE REQUIREMENTS
(to be attached)



March 10, 2025

Vineyard City
282 W 1600 N St,
Vineyard, Ut 84059

Attention: **Chris Thomas**

Subject: RFQ# **Vineyard City Main St. Road and Sewer Repair Project**

Quote Number: **KLA03102025-01**

Proposal prepared by: **Koal Ady**

Mountain West Industrial (MWI) is pleased to furnish you with our **Lump Sum** pricing.

Vineyard Sewer Line Repair	
Labor	\$99,746.08
Equipment	\$52,299.99
Materials	\$48,282.85
Sewer Bypass	\$20,626.60
Curb & Gutter	\$11,792.00
Asphalt Demo/Paving	\$44,835.00
Traffic Control	\$15,962.28
Vac Trailer	\$5,775.00
Total	\$299,319.80

(Two Hundred Ninety-Nine Thousand Three Hundred Nineteen Dollars and Eighty Cents)

We thank you for the opportunity to provide you with our quotation and look forward to working with you on this project. Should you have any questions, please do not hesitate to contact us at your convenience.

Sincerely,

Mountain West Industrial.

Scope of Work:

- Set Traffic control to City Standards.
- Pothole existing Utilities.
- Expose and remove the existing 10'' SDR-35 Sewer Pipe.
- Replace 250' of 10'' SDR – 35 from existing manholes.
- Backfill and meet City Requirements for density testing.
- Replace damaged curb.
- Remove and replace damaged asphalt area.

Inclusions

- Supply standard safety equipment including high-vis clothing, safety toe boots, safety glasses, and gloves.
- Supply daily toolbox meetings including FLRs and JSA's.
- Shifts of 10 hours per day for the duration of the scope of work.
- Supply experienced supervision and qualified labor during all construction activities.
- Supply a tool trailer with tooling needed to complete the project scope of work.
- Supply equipment to complete the scope of work.

Exclusions:

- Supply work over 10 hours per shift.
- All holiday & weekend work without prior approval.
- Engineering/Engineering calculations/Engineer stamp/Design of structural members/Connection Design/Design drawings.

Equipment

- MWI Crew Truck
- 320 Excavator
- 938 Loader
- Pave Crew
- 140 Motor grader
- CS-66 Roller
- 2000-Gal Water truck
- Shoring

Workforce:

- 4 – Man, Pipe Crew
- 6 – Man, Pave Crew
- 1 – Man, Bypass watch (Night Shift)
- 2 – Man, Grade Crew
- 4 – Man, Concrete Crew

Clarifications:

- Any substantial standby time or other delays, due to no fault of contractor, will be reimbursed at contractors cost plus ten (10%) percent.
- Any changes to the schedule will be assessed for the impact on our cost assumptions. Additional charges may apply. We will revise our offer if there is any change in scope, schedule, specification, or any significant change in site conditions.
- MWI is not involved with and can take no responsibility for the design of this project. We have assumed for the purpose of the bid that the designers have adequately addressed all design requirements, including all applicable codes.
- Quote is based on visual and dimensional inspection. No NDT is included.
- This proposal acknowledges and includes the documents received from the original RFP and drawings listed above. All new drawings, revisions, or changes to these drawings will require the need for a revised proposal.
- Our Proposal includes one (1) mobilization and one (1) demobilization. We anticipate that all applications will occur in a continuous and on-going manner. If Mountain West Industrial must demobilize and remobilize, due to no fault of the contractor, an equitable re-mobilization charge will be applicable.
- This estimate is based on the completion of all defined scopes of work. Any additional scopes of work will be completed on a time and material basis, per submitted rates. Exclusion of any portion of the Scope of Work as quoted will affect the price of the remaining scope.
- Mountain West Industrial price is based on complete award of the scope of work.
- MWI work is to be continuous and sequential. Delay or interference outside MWI control will be charged to the Owner's account.
- MWI price includes the cost of providing 1-hour site-specific training for all our employees. We have not included the cost for any additional onsite safety training.
- Mountain West Industrial has not made any allowances for weather/other related delays and their impacts to the completion schedule. We have assumed that significant weather/plant related delays will be grounds for additional time and/or cost impacts, if warranted.
- Warranty will continue from the date of this Agreement through the last day of the twelfth month following the date of acceptance of the Project by Client, or one (1) year from the date of installation.

Qualifications & Standard commercial Terms:

- **Contract Effectiveness.** Any price quotation as set out in the Contract is valid for Fifteen (15) days from the Contract. The Contract is conditional upon Mountain West Industrial's credit approval of Customer. These Terms and Conditions and any attached quotation and/or proposal are referred to herein collectively as the "Contract".
- **Payment.** Payment for materials or equipment rented or purchased shall be due 30 days after the date of invoice. Payment for all labor and technical services shall be due 30 days after the date of invoice. These terms are valid unless otherwise agreed to by Mountain West Industrial in writing. All late payments shall bear interest calculated at 18% per annum or the highest legal rate, whichever is less. Notwithstanding any other provision, payment to Mountain West Industrial under this Contract shall not be conditioned on receipt of payment by the Customer.
- **Entire Contract.** This Contract contains the full and entire Contract between the parties. There are no agreements, conditions, representations, warranties, or otherwise, except as contained herein. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any provisions. No general contract, specification, drawing or other item shall be incorporated into or made a part of the Contract or binding on Mountain West Industrial unless it is agreed to in writing by Mountain West Industrial. Commencement of performance shall be deemed the acceptance by Customer of this Contract.
- **WAIVER OF CONSEQUENTIAL, LIQUIDATED, DELAY DAMAGES.** Mountain West Industrial shall not be responsible for lost profits, indirect, incidental, or consequential damages arising out of or relating to this Contract. Notwithstanding any other provision in the Contract, Mountain West Industrial shall not be responsible or liable for liquidated damages.
- **WAIVER OF SUBROGATION.** If any loss or damage occurs at the project involving or related to Mountain West Industrial's services, equipment or materials, the Customer agrees to look solely to its insurance for any loss, damage or injury incurred, whether or not the insurance is sufficient fully to reimburse the Customer. Customer waives any right of subrogation against Mountain West Industrial to recover for any loss, damage, or injury.
- **Law of Contract.** The terms and provisions of the Contract shall be construed and enforced under the laws of the Province or State in which the project is located.
- **Information Supplied by Others.** Mountain West Industrial may rely upon information supplied by or through the Customer in performing its services. Customer warrants that the information supplied to Mountain West Industrial will be accurate, complete, and appropriate for the project and Mountain West Industrial's scope of work. Customer agrees to defend, indemnify, and hold Mountain West Industrial harmless from, any costs, expenses, damages, liabilities, claims, and causes of action, including reasonable attorney's fees, arising out of or related to any error or inaccuracy or defect in the information supplied by Customer or on Customer's behalf to Mountain West Industrial.
- **Loss of or Damage to Materials or Equipment.** The Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment shall be deemed to be in the possession of the Customer for this Contract from the time it is received by the Customer until the materials or equipment has been returned to Mountain West Industrial's yard or is in Mountain West Industrial's possession. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by the Customer at Mountain West Industrial's then current list price or such other rate agreed between Mountain West Industrial's and Customer in writing when such loss or damage is discovered by Mountain West Industrial.
- **Claims.** All claims for losses, damages, back-charges, or offsets by the Customer shall be submitted to Mountain West Industrial in writing within 15 days of the first discovery of the potential for a claim. If Customer fails to provide such written and timely notice, Mountain West Industrial will be prejudiced in its ability to inspect and correct any problems. Claims not made under this paragraph are waived.
- Mountain West Industrial's warranty on work performed is limited to the reasonable direct cost of labor, equipment, and material to repair the defective part. Other incidental and/or consequential costs or damages including, but not limited to lost revenue, startup cost, or replacement power are specifically excluded from the warranty on this project.
- Mountain West Industrial reserves the right to review all terms, conditions, and provisions of any agreement to which Mountain West Industrial may become bound, assuming this proposal is accepted.

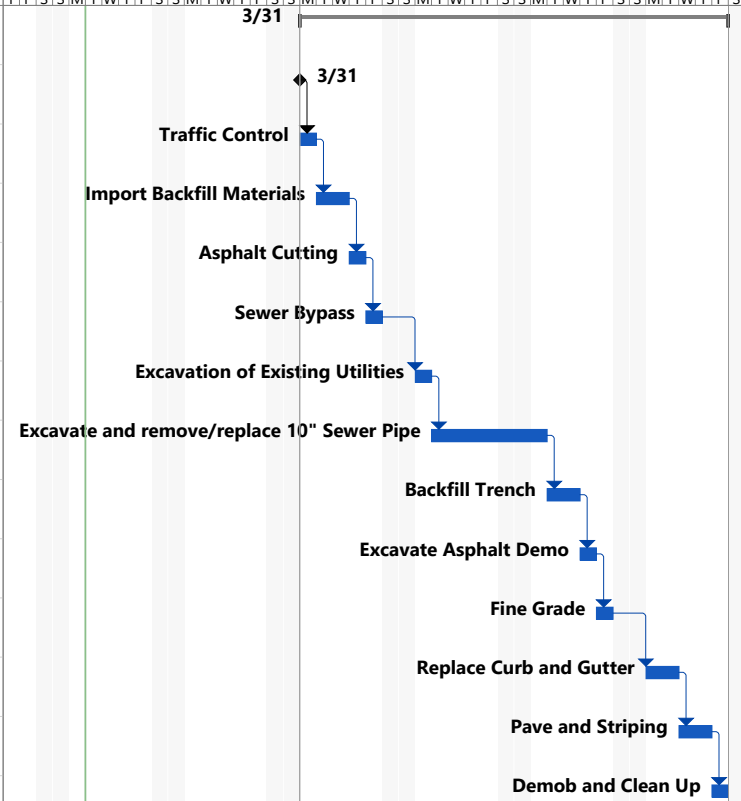


Vineyard City Main Street Road and Sewer Repair

Project Start Mon 3/31/25
Project Finish Fri 4/25/25
Estimated Duration 20 days

1 of 1
NA

ID	Task Name	Duration	Start	Finish	Predecessors	5	Mar 16, '25	Mar 23, '25	Mar 30, '25	Apr 6, '25	Apr 13, '25	Apr 20, '25	Apr 27, '25
0	Vineyard City Main Street Road and Sewer Repair	20 days	Mon 3/31/25	Fri 4/25/25									
1	Mobalize to site	0 days	Mon 3/31/25	Mon 3/31/25									
2	Traffic Control	1 day	Mon 3/31/25	Mon 3/31/25	1								
3	Import Backfill Materials	2 days	Tue 4/1/25	Wed 4/2/25	2								
4	Asphalt Cutting	1 day	Thu 4/3/25	Thu 4/3/25	3								
5	Sewer Bypass	1 day	Fri 4/4/25	Fri 4/4/25	4								
6	Excavation of Existing Utilities	1 day	Mon 4/7/25	Mon 4/7/25	5								
7	Excavate and remove/replace 10" Sewer Pipe	5 days	Tue 4/8/25	Mon 4/14/25	6								
8	Backfill Trench	2 days	Tue 4/15/25	Wed 4/16/25	7								
9	Excavate Asphalt Demo	1 day	Thu 4/17/25	Thu 4/17/25	8								
10	Fine Grade	1 day	Fri 4/18/25	Fri 4/18/25	9								
11	Replace Curb and Gutter	2 days	Mon 4/21/25	Tue 4/22/25	10								
12	Pave and Striping	2 days	Wed 4/23/25	Thu 4/24/25	11								
13	Demob and Clean Up	1 day	Fri 4/25/25	Fri 4/25/25	12								



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 26, 2025

Agenda Item: Adoption of the 2024 Municipal Wastewater Planning Program (MWPP) Survey (Resolution 2025-12)

Department: Public Works

Presenter: Naseem Ghandor

Background/Discussion:

Background

The Utah Department of Environmental Quality (DEQ) has developed the Municipal Wastewater Planning Program (MWPP) Survey to guide municipalities in assessing current wastewater management practices and planning for future improvements. Detailed information regarding the MWPP survey is available on the DEQ website at <https://deq.utah.gov/water-quality/municipal-wastewater-planning-program-mwpp>.

Discussion

1. Program Overview: The MWPP Survey is designed to provide a comprehensive framework for municipal wastewater planning. It assists municipalities in understanding their wastewater management performance, assessing risk, and prioritizing investments in infrastructure and technology.

2. Benefits for Vineyard City:

Regulatory Compliance: Utilizing the survey ensures that Vineyard City stays in line with evolving state and federal requirements, thereby minimizing compliance risks.

Enhanced Operational Efficiency: The survey's systematic evaluation will highlight areas where operational improvements can reduce costs and environmental impacts.

Informed Decision-Making: Data gathered through the survey will support long-term planning and prioritization of capital improvements, which are crucial for sustainable growth and environmental stewardship.

Stakeholder Engagement: The process encourages collaboration among city departments, utilities, and external stakeholders, fostering a comprehensive approach to wastewater management.

3. Key Findings

Increased Connections:

Residential: 47 new connections

Commercial: 5 new connections

Total Connections: 3306 connections

The system now serves 5,878 Equivalent Residential Units (ERU).

System Performance:

No Sanitary Sewer Overflows (SSO): There were no reported SSOs, reflecting strong operational integrity.

Average Sewer Bill: The average monthly sewer bill is approximately \$67.

4. Areas for Improvement

Operational Planning:

Updated Operational Plan: Develop and implement an updated operational plan that incorporates a System Evaluation and Capacity Assurance Plan (SECAP) to ensure the long-term sustainability and efficiency of the wastewater collection system. This requirement is funded to implement an operational and vulnerability risk assessment plan during the 2024-2025 budget year.

Master Planning and Financial Strategy:

Wastewater Master Plan: Finalize the wastewater master plan with updated impact fee structures to reflect current and future system demands. The wastewater master plan is underway and expected to be finalized by June 2025.

Utility Fee Study: Initiate a sewer utility fee study to incorporate a repair and replacement sinking fund, ensuring the necessary financial resources for system upgrades and maintenance. This requirement will be a follow-on action when the operational and vulnerability risk assessment plan is completed.

Staffing and Training:

Adequate Staffing: Address current staffing needs within the wastewater division to maintain and improve operational efficiency. Based on the 2019 American Water Works Association (AWWA), the standard operators for the combined water and wastewater division are 8. Additional operators are budgeted for the Fiscal Year 2026.

Continued Training: Enhance ongoing training programs to ensure staff are well-equipped to manage the sewer system's complex operations. This requirement continues to meet updates to the Department of Environmental Quality (DEQ). A policy for continued education and training to justify training budget needs.

Conclusion

Adopting the 2024 MWPP Survey represents a proactive step toward enhancing Vineyard City's wastewater management capabilities. It supports long-term planning, operational efficiency, and regulatory compliance while positioning the city for future challenges and opportunities in wastewater treatment.

Fiscal Impact:

None

Recommendation:

Staff recommends the City Council adopt the 2024 Municipal Wastewater Planning Program (MWPP) Survey.

Sample Motion:

"I move to adopt Resolution 2025-12, the 2024 Municipal Wastewater Planning Program Survey"

Attachments:

1. Resolution Adopting the 2024 Municipal Wastewater Planning Program Survey
2. 2025 MWPP Survey

RESOLUTION 2025-12

RESOLUTION ADOPTING THE MUNICIPAL WASTEWATER PLANNING PROGRAM (MWPP) 2024

WHEREAS, Vineyard City has reviewed the attached Municipal Wastewater Planning Program (MWPP) 2024 Survey; and

WHEREAS, Vineyard City has taken all appropriate actions necessary to maintain the safe and effective collection of its wastewater and to plan for future improvements to its wastewater collection system; and

WHEREAS, the Vineyard City Council has been presented with the MWPP in a public meeting and finds the Survey to accurately reflect the City's efforts in planning effectively for its wastewater collection program;

NOW, THEREFORE, BE IT RESOLVED BY THE VINEYARD CITY COUNCIL, that Vineyard City informs the Utah State Division of Water Quality that Vineyard City has reviewed the attached Municipal Wastewater Planning Program (MWPP) 2024 Survey and has taken all appropriate actions necessary to maintain a safe and effective collection of its wastewater in conformance with State and local requirements.

This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 26th day of March 2025.

Mayor

Attest:

Recorder

Full MWPP Survey - 2025

Municipal Wastewater Planning Program survey for the year 2024.

chrisrayjackson@gmail.com [Switch account](#)



* Indicates required question

Email *

chris.j@vineyardutah.gov

Section I: General Information

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page

What is the name of the Facility? *

Vineyard City



What is the Name of the person responsible for this organization? *

Eric Ellis

What is the Title of the person responsible for this organization? *

City Manager

What is the Email Address for the person responsible for this organization? *

erice@vineyardutah.gov

What is the Phone number for the person responsible for this organization? *

801-226-1929

Please identify the Facility Location? *

Please provide either Longitude and Latitude, address, or a written description of the location (with area or point).

125 South Main ST

Are you a federal facility?

A federal facility is a military base, a national park, or a facility associated with a federal government organization (e.g., BLM, Forest Service, etc.)

☐ Yes

☒ No

Clear selection

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* Indicates required question

Financial Evaluation Section

As you begin this survey you must keep in mind which part of the wastewater system that you represent, unless you represent it all (e.g., collections, treatment, or both). If you only represent the collection system please respond to each question thinking only of collection system data as you proceed through this survey. The same goes for treatment and both. If you get a question that does not apply to the part of the system which you represent then leave it unanswered. However, please try to answer as many questions as you possibly can.

This section is completed by:

Chris Jackson

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

☒ Yes

☐ No

[Clear selection](#)



Are you collecting 95% or more of your anticipated sewer revenue?

☒ Yes

☐ No

Clear selection

Are Debt Service Reserve Fund requirements being met?

☒ Yes

☐ No

Clear selection

Where are sewer revenues maintained?

☐ General Fund

☐ Combined Utilities Fund

☒ Other

Clear selection

What was the average MONTHLY User Charge for 2024?

\$64.00

Do you have a water and/or sewer customer assistance program (CAP)?

☐ Yes

☒ No

Clear selection

Are property taxes or other assessments applied to the sewer systems?

☐ Yes

☒ No

Clear selection

What is the yearly amount of revenue that you receive from these taxes?

N/A

Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time?

☒ Yes

☐ No

Clear selection

Are projected sewer revenues sufficient to cover operation & maintenance, and repair and replacement costs for the next five years?

☒ Yes

☐ No

Clear selection

Does the sewer system have sufficient staff to provide proper operation & maintenance, and repair and replacement?

☐ Yes

☒ No

Clear selection

Has a repair and replacement sinking fund been established for the sewer system?

☐ Yes

☒ No

Clear selection

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

☐ Yes

☒ No

Clear selection



Are sewer revenues sufficient to cover all costs of current capital improvements projects?

☒ Yes

☐ No

Clear selection

Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects?

☒ Yes

☐ No

Clear selection

Are projected Capital Improvements Reserve Funds sufficient for the next five years?

☒ Yes

☐ No

Clear selection

Are projected Capital Improvements Reserve Funds sufficient for the next ten years?

☐ Yes

☒ No

Clear selection



Are projected Capital Improvements Reserve Funds sufficient for the next twenty years?

☐ Yes

☒ No

Clear selection

Have you completed a rate study within the last five years?

☒ Yes

☐ No

Clear selection

Do you charge Impact fees?

☒ Yes

☐ No

Clear selection

If you charged Impact Fees, how much were they? =

If not a flat fee, use total collected impact fees for the year divided by the total number of entities who paid fees that year.

4098

Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years?

☐ Yes

☒ No

Clear selection

Do you maintain a Plan of Operations?

☐ Yes

☒ No

Clear selection

Have you updated your Capital Facility Plan within the last five years?

☐ Yes

☒ No

Clear selection

In what year was the Capital Facility Plan last updated?

2017

Do you use an Asset Management system for your sewer systems?

☒ Yes

☐ No

Clear selection

Do you know the total replacement cost of your total sewer system capital assets?

☐ Yes

☒ No

Clear selection

Replacement Cost =

I don't know

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

☒ Yes

☐ No

Clear selection

What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost?

N/A

Describe the Asset Management System. Check all that apply:

- ☐ Spreadsheet
- ☒ GPS
- ☐ Accounting Software
- ☒ Specialized Software

What is the 2024 Capital Assets Cumulative Depreciation for your facility?

N/A

What is the 2024 Capital Assets Book Value?

Book Value = (total cost) - (accumulated depreciation)

N/A

Cost of projected capital improvements - Please enter a valid numerical value - 2024?

\$1,450,000

Cost of projected capital improvements - Please enter a valid numerical value - 2025 through 2029?

1,500,000

Cost of projected capital improvements - Please enter a valid numerical value - 2030 through 2034?

N/A

Cost of projected capital improvements - Please enter a valid numerical value - 2035 through 2039?

N/a

Cost of projected capital improvements - Please enter a valid numerical value - 2040 through 2044?

N/A

Purpose of Capital Improvements - 2024? Check all that apply.

- ☒ Replace/Restore
- ☒ New Technology
- ☒ Increased Capacity

Purpose of projected Capital Improvements - 2025 through 2029? - Check all that apply.

- ☒ Replace/Restore
- ☒ New Technology
- ☒ Increased Capacity

Purpose of projected Capital Improvements - 2030 through 2034 Check all that apply.?

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

Purpose of projected Capital Improvements - 2035 through 2039? - Check all that apply.

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

Purpose of projected Capital Improvements from 2040 through 2044? - Check all that apply.

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

To the best of my knowledge, the Financial Evaluation section is completed and accurate.

- ☒ True
- ☐ False

Clear selection

Do you have a collection system? *

- ☒ Yes
- ☐ No

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* Indicates required question

Financial Evaluation Section

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This section is completed by:

Chris Jackson

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☒ Yes

☐ No

Clear selection



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☐ No

Clear selection

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☒ Yes

☐ No

Clear selection

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☐ Combined Utilities Fund

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Clear selection

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Clear selection

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☐ No

Clear selection

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☒ No

Clear selection

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☐ Yes

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Clear selection

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

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Clear selection

Are projected Capital Improvements Reserve Funds sufficient for the next twenty years?

- ☐ Yes
- ☒ No

Clear selection

Have you completed a rate study within the last five years?

- ☒ Yes
- ☐ No

Clear selection

Do you charge Impact fees?

- ☒ Yes
- ☐ No

Clear selection

If you charged Impact Fees, how much were they? =

If not a flat fee, use total collected impact fees for the year divided by the total number of entities who paid fees that year.

4098

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☒ No

Clear selection

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☐ Yes

☒ No

Clear selection

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☐ Yes

☒ No

Clear selection

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2017

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☒ Yes

☐ No

Clear selection

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☐ Yes

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Clear selection

Replacement Cost =

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Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

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Clear selection

What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost?

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- ☒ GPS
- ☐ Accounting Software
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- ☒ New Technology
- ☒ Increased Capacity

Purpose of projected Capital Improvements - 2025 through 2029? - Check all that apply.

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- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

Purpose of projected Capital Improvements from 2040 through 2044? - Check all that apply.

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

To the best of my knowledge, the Financial Evaluation section is completed and accurate.

- ☒ True
- ☐ False

Clear selection

Do you have a collection system? *

- ☒ Yes
- ☐ No

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USMP Public Notice Date

Date of public notice?

Date

10/24/2016

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Continue 1

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

☐ Yes

☒ No

Clear selection

What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)?

none



During 2024, was any part of the SSMP audited as part of the five year audit?

☐ Yes

☒ No

Clear selection

If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?

Your answer

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan?

☐ Yes

☒ No

Clear selection

Does the collection system have more than 2,000 connections?

☒ Yes

☐ No

Clear selection

Has a fats, oil, and grease (FOG) or fats, oil, sand, and grease program been developed by the collection system?

☐ Yes

☒ No

Clear selection

Part VII: NARRATIVE EVALUATION

Please answer the following questions regarding NARRATIVE EVALUATION.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Vineyard owns and operates 3 lift stations. Each lift station has a daily check during the week and monitored over the weekend. Any repairs that are needed are taken care of ASAP. Each lift station is in excellent operating condition. The collection system is in excellent condition. Manholes are inspected annually. There is a regular cleaning and televising of the collection system as allowed by contract with TSSD and Vineyard.

What sewerage system capital improvements does the utility need to implement in the next 10 years?

Upgrade of lift station #2 to increase capacity. As we inspect the manholes in the collection system and observe corrosion, we line them to increase their life span.

What sewerage system problems, other than plugging, have you had over the last year?

We have seen some amounts of grease buildup, but we are addressing this issue.

Is your utility currently preparing or updating its capital facilities plan?

☒ Yes

☐ No

Clear selection

Does the municipality/district pay for the continuing education expenses of operators?

☒ 100%

☐ Partially

☐ Does not pay

Clear selection

Is there a written policy regarding continued education and training for wastewater operators?

☐ Yes

☒ No

Clear selection

Do you have any additional comments?

Working on the written policy regarding CEU's and training.

To the best of my knowledge, the Collections System section is completed and accurate

☒ True

☐ False

Clear selection

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Wastewater Treatment Options

You have either just completed or just bypassed questions about a Collection System. If this section was bypassed by mistake, in the next question you will have the option to return to the questions on a Collection System. If you are good with the progress up to now, next you will determine what kind of Wastewater Treatment you have, or you can choose NO Wastewater Treatment.

What kind of wastewater treatment do you have in your wastewater treatment system?

- ☐ Mechanical Plant
- ☐ Discharging Lagoon
- ☐ Non-Discharging Lagoon
- ☒ No Treatment of Wastewater
- ☐ Collections (go back to Collections)

Clear selection

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* Indicates required question

Adopt & Sign

I have reviewed this report and to the best of my knowledge the information provided in this report is correct. *

- ☒ True
- ☐ False

Has this been adopted by the Council? *

- ☒ yes
- ☐ No

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What Date?

What date was this adopted by Council?

Date

03/26/2025

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End of Survey

This is the end of the survey. Please make sure you have submitted your responses for each section. Thank you for your participation.

Also, if you want a copy of your response to this survey you must click the button immediately below and you must do it before you submit the survey.

☐ Send me a copy of my responses.

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Submit

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VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 26, 2025

Agenda Item: Arbor Day Proclamation 2025-01

Department:

Presenter:

Background/Discussion:

Background:

Arbor Day has been observed in the United States since 1872 when J. Sterling Morton proposed a tree-planting holiday called "Arbor Day." Since then, it has grown into a worldwide movement, with many countries celebrating Arbor Day on various dates.

Purpose:

The proclamation of Arbor Day in our city is a crucial step to raise awareness about the environmental, economic, and social benefits of trees. Trees, with their ability to improve air quality, reduce energy costs, mitigate climate change, enhance property values, and beautify our community, are indispensable to our well-being.

Proposal:

I propose that the City Council officially proclaim April 25, 2025, as Arbor Day in Vineyard City. This proclamation would recognize the importance of trees in our city and encourage residents to participate in tree planting and care activities.

Activities:

To celebrate Arbor Day, the city can organize various events and activities, educational workshops on tree care and maintenance, and volunteer opportunities for tree planting in public spaces.

Conclusion:

Proclaiming Arbor Day in our city reaffirms our commitment to environmental stewardship and sustainability. Promoting tree planting and care can enhance the quality of life for current and future generations.

Fiscal Impact:

Recommendation:

Sample Motion:

"I move to adopt..."

Attachments:

1. PROC 2025-01 Arbor Day



PROCLAMATION 2025-01
ARBOR DAY

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; **and**

WHEREAS, Arbor Day is now observed throughout the nation and the world; **and**

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; **and**

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; **and**

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; **and**

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Julie Fullmer, Mayor of the city of Vineyard, Utah, do hereby proclaim April 25, 2025, as ARBOR DAY and urge all Vineyard residents to celebrate Arbor Day and to support efforts to protect our trees and woodlands; **and**

FURTHERMORE, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 9th day of April 2025.

Mayor Julie Fullmer

Attest:

DRAFT



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 26, 2025

Agenda Item: PUBLIC HEARING: Parks and Recreation Master Plan and Impact Fee Analysis (Ordinance 2025-01)

Department: Parks & Recreation

Presenter: Brian Vawdrey, Laura Smith

Background/Discussion:

Vineyard City started working with MGB+A and CRSA in the Spring of 2024 to create a Parks & Recreation Master Plan for the City. The purpose of the plan is to create a vision for the Parks & Recreation Department that provides future facility/amenity recommendations for the next 20 years, based off of national standards, existing Vineyard City master plans, community feedback, and staff feedback. In conjunction with this Parks & Recreation Master Plan, Zions Bank Finance performed a Parks Impact Fee Analysis.

Vineyard's Parks & Recreation mission is to foster a sense of community, promote health and wellness, and conserve the natural beauty of Vineyard by creating inclusive, safe, and enjoyable spaces that inspire active lifestyles and lifelong memories.

Fiscal Impact:

No new funding is necessary for the delivery of this Parks & Recreation Master Plan.

Recommendation:

Staff recommends approving the Parks and Recreation Master Plan as presented.

Sample Motion:

"I move to adopt Ordinance 2025-01 approval of the Parks and Recreation Master Plan as presented."

Attachments:

1. ORD 2025-01 for Parks and Recreation Master Plan
2. Vineyard Parks & Rec Master Plan 3.11.25
3. Vineyard Parks IFA Report
4. Vineyard Parks IFFP Report

Ordinance 2025-01
Parks and Recreation Master Plan

AN ORDINANCE ADOPTING THE PARKS AND RECREATION MASTER PLAN OF VINEYARD CITY, ESTABLISHING POLICIES TO PROMOTE AND ENHANCE PARKS AND RECREATION PROGRAMS, IDENTIFYING OBSTABLES AND EXISTING CONDITIONS, CREATES GOALS AND PRIORITY PROJECTS, PROVIDES MAPS IDENTIFYING PRIORITY PROJECTS AND DEVELOPMENT STANDARDS FOR PARKS AND RECREATION INFRASTRUTURE AND PROGRAMS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in compliance with Utah State Municipal Land Use, Development, and Management Act (LUDMA), the City established a master plan as a companion document to the General Plan; and

WHEREAS, the state legislature has required that a municipality shall prepare and adopt a comprehensive, long-range general plan for the present and future needs of the municipality and the growth and development of all or any part of the land within the municipality; and

WHEREAS, the Planning Commission held a public hearing on March 19, 2025, and after fully considering public comment and staff recommendations, recommended approval to the City Council; and

WHEREAS, the City Council reviewed The Parks and Recreation Master Plan and held a public hearing on March 26, 2025, and after fully considering public comment, staff and Planning Commission's recommendations, evidence and testimony presented by the City, staff and other interested parties.

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

Section 1: VINEYARD PARKS AND RECREATION MASTER PLAN is hereby adopted. Attached as exhibit A.

Section 2: REPEALER CLAUSE. All City plans, which are in conflict with the Vineyard Parks and Recreation Master Plan 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 according to state code and shall take effect immediately upon its passage, approval, and publication.

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

Mayor Julie Fullmer

Attest

Pamela Spencer City Recorder



VINEYARD CITY PARKS & RECREATION

2025 MARCH

CRSA



VINEYARD
STAY CONNECTED

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INTRODUCTION



VINEYARD CITY PARKS & RECREATION MASTER PLAN

EXECUTIVE SUMMARY

Over the past several months, MGB+A and CRSA consultants have worked with Vineyard City to develop this Parks & Recreation master plan. The purpose of this plan is to guide the development of capital improvement projects within Vineyard through the year 2045. Based upon NRPA (National Recreation & Parks Association) standards, feedback received from the Vineyard community, and input from Vineyard City staff, this plan provides a prioritized list of next step recommendations. The execution of this plan consisted of the following:

DELIVERABLES:

1. Identify the values and mission of Vineyard City's Parks and Recreation Department.
2. Compile a list of existing inventory within Vineyard, including: master plans, trails and transit, parks, and recreational amenities.
3. Obtain feedback from the Vineyard Community regarding interests and desires for Parks & Recreation.
4. Compare NRPA standards for recreational amenities and facilities to Vineyard's existing inventory. Then, provide a timeline of recommendations, with locations, for capital improvement projects.
5. Provide capital improvement project costs and work with Zions Bank to perform an impact fee study.

PROCESS:

MGB+A and CRSA crafted a five-task process to ensure the successful execution of project deliverables for serving Vineyard City residents in the short-term and long-term future.

- **TASK 1: Establish Goals**
- **TASK 2: Inventory & Evaluation**
- **TASK 3: Needs Assessment & Analysis**
- **TASK 4: Recommendations**
- **TASK 5: Cost**

TASK 1: ESTABLISH GOALS

During the first meeting that was held in May of 2024, we identified the Advisory Committee (AC) and reviewed the proposed schedule for creating the Vineyard Parks & Recreation master plan. Before the next meeting, held at the end of May, Vineyard City began sharing existing master plans with CRSA in order to begin compiling a list of existing inventory. During the second meeting, we met to review questions to include in a public survey and planned a public open house event to occur during Vineyard Days.

Public Open House: On Saturday, June 1st, we set up a booth at Grove Park with a-frames, maps, and a QR code to engage in conversation with the Vineyard community about Vineyard City Parks & Recreation. We also invited community members to fill out our survey.

Flyer the City: During the week of June 10th, we flyer the City of Vineyard to help further get word out about the Parks & Recreation master plan survey. We ended up receiving over 1,000 survey submissions.

Town Hall Meeting #1: In the evening on Thursday, June 20th, at the City Hall building, a-frames were set up that included maps to again inspire conversation with the Vineyard community about Parks & Recreation.

TASK 2: INVENTORY & EVALUATION

In June, we met to review current inventory in Vineyard, HOA-owned vs City-owned parks, trails, and potential land acquisition locations for Vineyard Parks & Recreation.

In July, we reviewed public survey data, trail opportunities, and NRPA data.

In August, we reviewed existing locations of Parks & Recreation amenities in Vineyard. Efforts also progressed towards implementing an Impact Fee Study through Zions Bank.

Town Hall Meeting #2: In the evening on Thursday, August 8th, at the HBA building, we set up a-frames and a table that included maps to once again encourage conversation with the Vineyard community about Parks & Recreation.

TASK 3: NEEDS ASSESSMENT & ANALYSIS

We compared the existing inventory in Vineyard of Parks & Recreation amenities and facilities to the NRPA standards for cities of similar population. The NRPA standards provide a threshold recommendation for how many residents necessitates an added amenity per amenity type. Based on this data, we identified deficiencies and surpluses.

Local school facilities were excluded from the overall needs assessment.

TASK 4: RECOMMENDATIONS

In the effort to identify short-term and long-term amenity and facility needs, current City Recreation demand and priorities of the community were considered. MGB+A and CRSA then mapped where future amenities and facilities could be constructed within the City of Vineyard, utilizing information provided in the City's current master plans.

To ensure strategic decision-making, we prioritized the construction of additional Parks & Recreation amenities and facilities within defined horizon time frames, including: by 2025, between 2026-2030, between 2031-2035, and between 2036-2045.

This provides a framework to enable Vineyard City staff to plan accordingly and build out the recommendations as funding becomes available.

In collaboration with Vineyard City, MGB+A and CRSA also identified potential trail routes. They then led the mapping of trails.

TASK 5: COST

As a team, we conducted a detailed cost analysis to estimate the construction costs for additional outdoor parks, trails, and recreational facilities. We then identified the estimated cost for all outdoor amenities per time frame (by 2025, between 2026-2030, between 2031-2035, and between 2036-2045).

As part of the broader master planning effort, MGB+A and CRSA integrated the cost data into schematic drawings, maps, and phasing plans.

Potential funding sources and amounts were then determined. However, large-scale facilities, such as a future community center, were not included in the cost analysis due to it requiring further feasibility studies to assess long-term viability and funding strategies.

CONCLUSION:

This parks & recreation master plan is the compilation of input from numerous individuals, groups, and NRPA data. The intention of this document is to guide the development of Parks & Recreation capital improvement projects for the next 20 years within Vineyard City. We consider this evaluation to serve Vineyard for the short-term and long-term future.

COMMUNITY

Identify opportunities for connectivity between current and proposed developments.

HEALTH & WELLNESS

Provide park access and opportunities in equal capacities across Vineyard.

CONSERVATION

Maintain, enhance, and preserve existing view corridors, wetlands, and amenity access.

*“Vineyard’s Parks & Recreation mission is to foster a sense of **community**, promote **health and wellness**, and **conserve** the natural beauty of Vineyard by creating inclusive, safe, and enjoyable spaces that inspire active lifestyles and lifelong memories.”*





INVENTORY

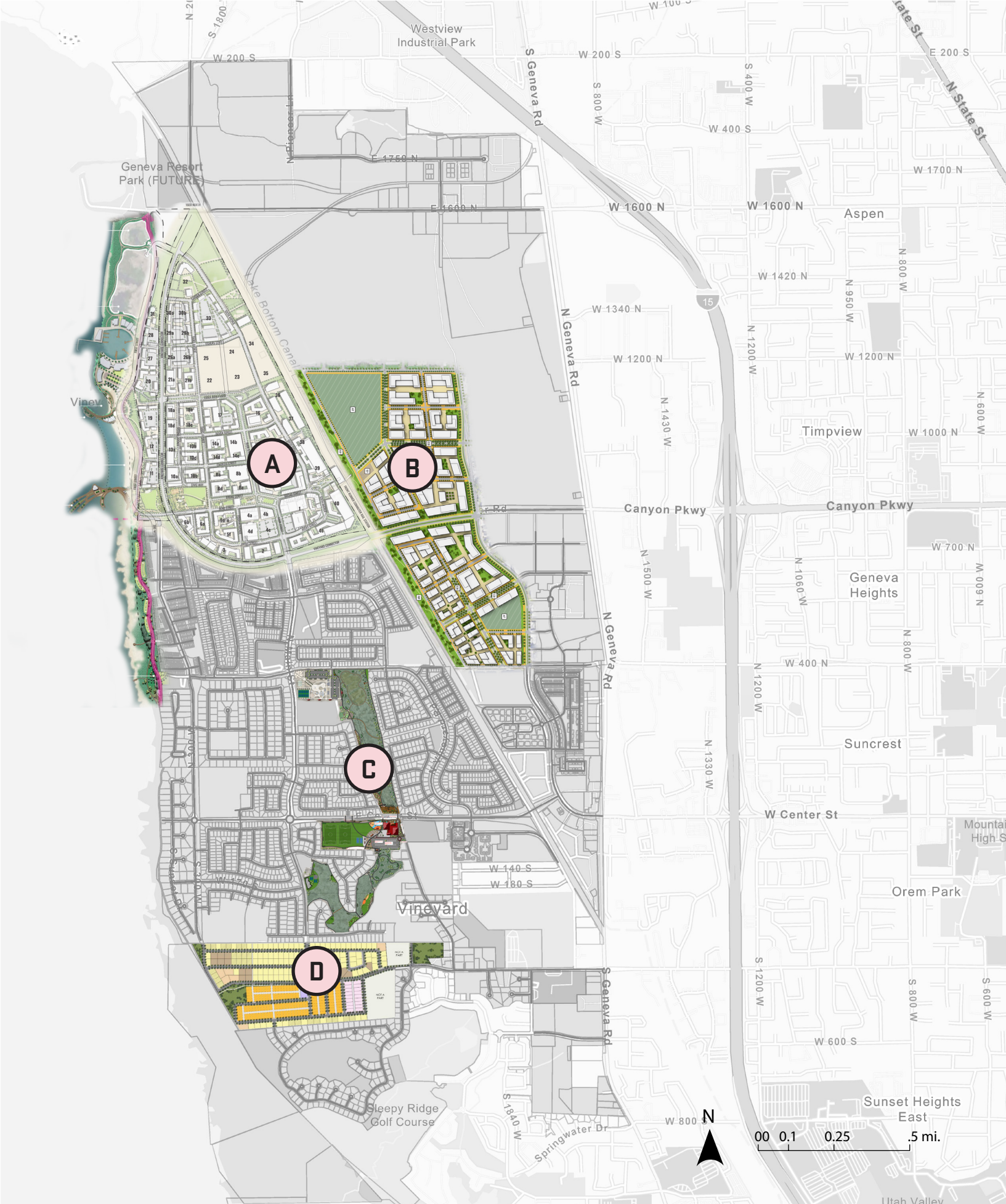
INVENTORY
EXISTING MASTER PLANS

Vineyard City, UVU, and private investors have proposed a number of master planned communities and developments throughout Vineyard. The map on the next page depicts the considerable future growth and development of these areas.

It is important to note, however, that each of the master plans may take years to fully incorporate and may not come to fruition in the manner which they are depicted on the map. Plans are likely to be adjusted, and this Vineyard Parks & Recreation master plan should also change as future developments occur.

Looking towards the future, impact fees collected through construction of Vineyard City developments will help bolster funding for future parks, trails, and amenities. Because developments may incorporate parks and recreational spaces, these master planned areas have helped in the effort of capital improvement project recommendations for Vineyard Parks & Recreation. It is imperative that recommended amenities be considered for construction in these areas.

- A** Utah City Master Plan
- B** UVU Master Plan
- C** Central Corridor Master Plan
- D** Holdaway Fields



Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

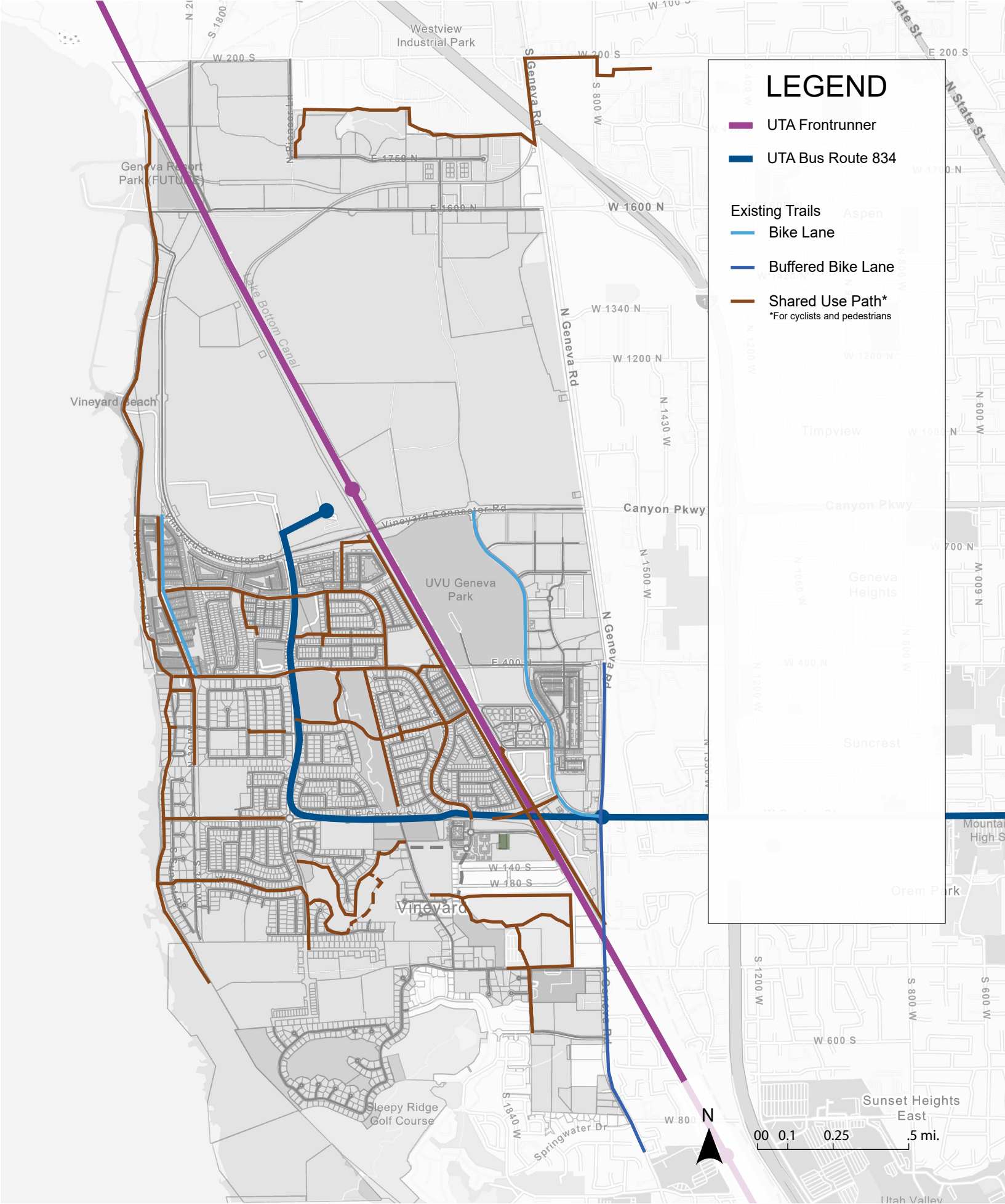
INVENTORY
EXISTING TRAILS & TRANSIT

Vineyard’s existing network of trails and transit prove that the city is very traversable through various modes of transportation. Multiple cross-city bike loops connect throughout the city and create ample opportunities for citizens to enjoy the many trail offerings.

Creating a seamless multi-modal path is a primary goal for Vineyard City so that community members have the option of enjoying their daily activities without having to depend on a car or long commute.

The map on the next page shows existing transit, bike, and walking paths to serve as a foundation for future connections and improvements.

DRAFT



INVENTORY
EXISTING AMENITIES

As shown in the table below, there are a number of various amenities available in Vineyard. However, it is important to note that not all HOA amenity offerings are open to the public for usage. Due to this, we will only count the HOA amenities at 50% towards the number of existing amenities on the NRPA calculations table found on page 35 of this document.

Having a current inventory of amenities provides the City with a better understanding of where it currently stands in recreational offerings to Vineyard residents.

While the NRPA data doesn't include an analysis for Splash Pads and ziplines, we still wanted to acknowledge that we have them available in Vineyard as a recreational amenity offering. You can see these listed at the bottom of the table below.

Amenities	HOA	Vineyard City	Total
*Tot Lot (3-5 years)	9	3	12
*Playground (5-12 years)	8	7	15
*Community Gardens	0	2	2
*Basketball Courts (Outdoor, Standalone)	2.5	2	4.5
*Multi-use Courts (Combined Outdoor) Tennis/Pickleball	0	2	2
*Tennis Court	0	1	1
*Pickleball Court	7	0	7
*Overlay Fields	0	4	4
*Rectangular Fields	0	3	3
*Dog Parks	1	0	1
*Swimming Pool	9	0	9
Splash Pad	0	1	1
Zipline	0	1	1

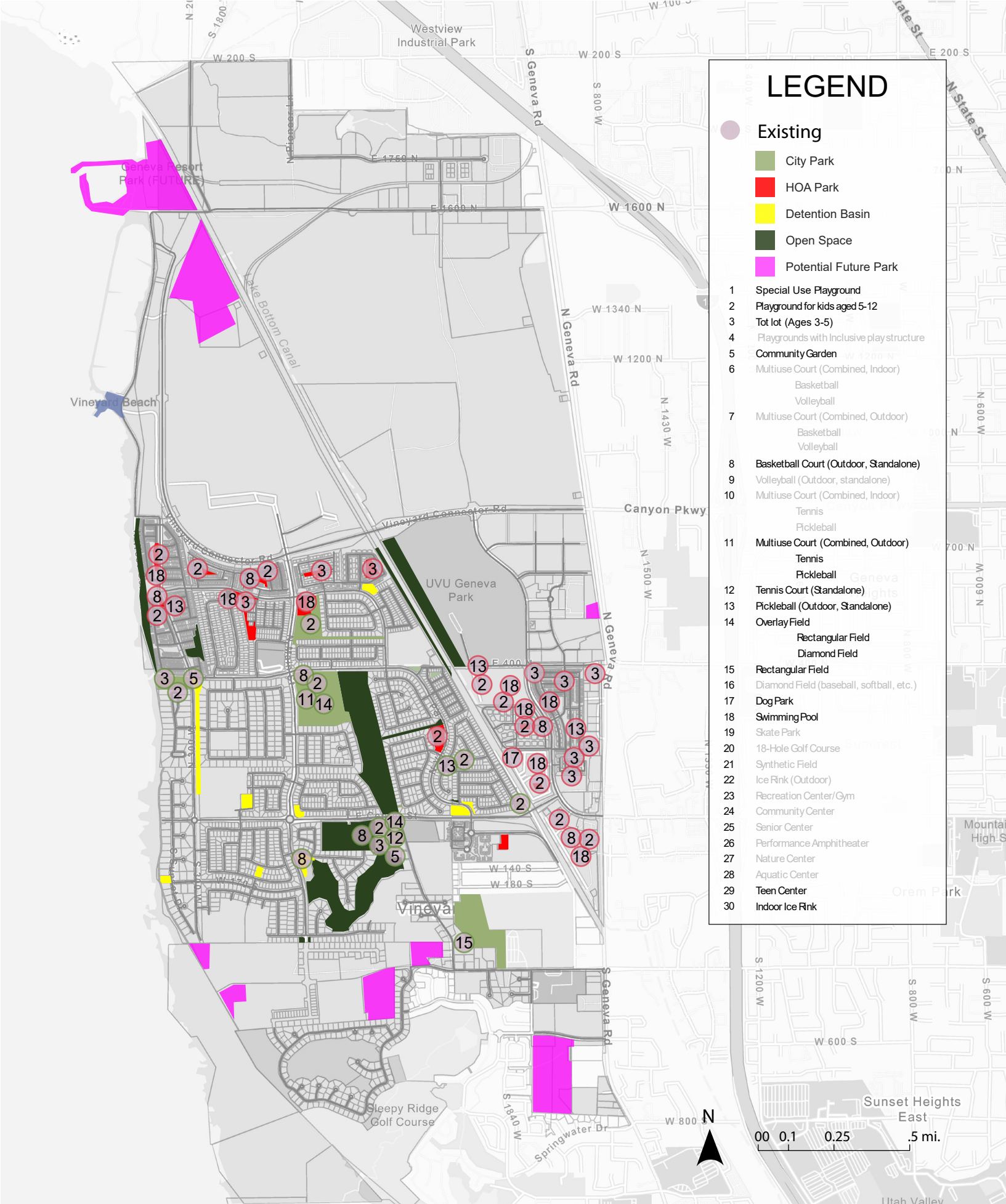
* = NRPA-specified amenity

Each NRPA-specified amenity item listed in the table below is identified in the map to the right. Please see the legend box to understand what each color and number represents. Additionally, the map includes detention basins, open space areas, and potential future park locations for Vineyard City.

For the Vineyard City basketball courts, there is one location with a full-court, and two locations with a half-court. Also, parks with more than one of the same amenity only portrays one amenity on the map.

Of the NRPA amenities listed (by number) in the map legend, those existing in Vineyard are bolded.

As the population grows out to the north and south of the central corridor, it will be imperative to expand amenity offerings to accommodate future residents.



Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

INVENTORY

PARKS & SHARED SPACE

Area	Acreage	Ownership	*IFE
Grove Park	18.14	Vineyard	Yes
Lakeside Sports Complex	11.53	Vineyard	Yes
Penny Springs Park	7.69	Vineyard	Yes
Gammon Park	6.06	Vineyard	Yes
Other Basins	5.33	Vineyard	
Sunset Beach Park	3.06	Vineyard	Yes
Willows Park	2.89	HOA	
Vineyard Beach	1.90	State	
Lakefront Playground	1.46	HOA	
The Springs Community Park	1.33	HOA	
Tucker Row East	1.02	HOA	
Kelly Boren Memorial Park	1.01	HOA	
Bridgeport Park	0.98	Vineyard	
The Maples Green Space	0.97	HOA	
City Hall Basin	0.77	Vineyard	
Preserve East	0.60	HOA	
Tucker Row West	0.58	HOA	
Rendezvous Park	0.50	Vineyard	
Preserve West	0.49	HOA	
Sunset Water Basin	0.47	Vineyard	
Lakefront Park and Pavilion	0.26	HOA	
Totals	67.04		
*IFE Vineyard Parks	46.48		Yes
Non-*IFE Vineyard Parks	1.48		
Vineyard Detention Basins	6.57		
HOA-Owned	10.61		
State-Owned	1.90		

INVENTORY

VINEYARD CITY-OWNED PARKS



GROVE PARK 18.14 acres

*Impact Fee Eligible

AMENITIES:

- Splash pad
- Zipline
- Playgrounds
- 2 tennis courts (with 4 lined pickleball courts)
- 2 semi-permanent pickleball nets
- Basketball (full-court)
- 3 Overlay fields (usable for soccer & baseball)
- 3 Pavilions
- Restrooms
- Parking
- Boardwalk Trail
- Mountain Bike Track (south end of wetland)



LAKESIDE SPORTS COMPLEX 11.53 acres

*Impact Fee Eligible

AMENITIES:

- 3 Rectangular fields (Only Orem can program)

Vineyard City owns land on the west-side of this park. Due to a previous contract agreement entered into years ago with Orem, Vineyard City is not allowed to run City Recreation programs here.



PENNY SPRINGS PARK 7.69 acres

*Impact Fee Eligible

AMENITIES:

- Playground
- Pond
- Shaded seating
- Restrooms
- Parking (Shared 50/50 with HOA)

INVENTORY

VINEYARD CITY-OWNED PARKS



GAMMON PARK 6.06 acres

*Impact Fee Eligible

AMENITIES:

- Playgrounds
- Community garden
- 1 Tennis court
- Basketball (1/2 court)
- 1 Overlay field (usable for soccer & baseball)
- 1 Pavilion
- Shaded seating
- Baseball backstop
- Restrooms
- Parking

Vineyard City owns the pumpkin patch land west of this park. This space is highly recommended for future capital project improvements for Parks & Recreation.



SUNSET BEACH PARK 3.06 acres

*Impact Fee Eligible

AMENITIES:

- Playground
- 1 Pavilion
- Restrooms
- Parking
- Utah Lake trail access



RENDEZVOUS PARK 0.5 acres

AMENITIES:

- Playground



BRIDGEPORT PARK .98 acres

AMENITIES:

- Playground

INVENTORY

LAND ACQUISITION

As shown in the map on the next page, there are (8) focus areas identified for potential Vineyard Parks & Recreation utilization.

1. Vineyard Land at Lakeside (~10 acres)

At Lakeside Park, Vineyard City currently owns about 10 acres of land on the westside. However, due to a contract agreement entered into many years ago, only Orem programs and maintains the park. There is a great opportunity for Vineyard to work out an agreement with Orem to utilize space here or leverage selling the land to purchase space elsewhere.

2. City-Owned Land by Gammon (~11 acres)

Vineyard City has previously leased this area out to farmers. With this land currently being owned by Vineyard, it is a prime location for added Parks & Recreation capital improvement projects. Currently, the Central Corridor master plan provides a design for this area.

3. Privately-Owned Land (~10 acres)

This area is currently owned by a private entity. However, there is potential for Vineyard City to purchase this land. Vineyard could obtain TTAB grants and other funding to help pay for the purchase of this land and/or building of a 4 baseball diamond complex or 4 soccer field complex if the City chooses to host tournaments with Orem City at this location and Lakeside Park. Not only would this be of interest to Orem City and provide an added revenue source to Vineyard, but this location could also host Vineyard City Recreation programs.

4. Privately-Owned Land (~20 acres)

Acquiring space at this location to build a large regional sports complex may be of interest to Vineyard City for Parks & Recreation. Due to the large amount of undeveloped land at this site, there could be a lot of possibilities for capital project improvements.

5. Privately-Owned Land (~45 acres)

Having been previously identified as wetlands, this area has remained as open space for years. Due to updates in code and legislature, this area may not be considered wetlands any longer. It is recommended that Vineyard City enter a contract agreement to delineate this area to verify if it can be utilized for Parks & Recreation in the future. This area is considered within the Central Corridor master plan design.

6. Vineyard Beach (~2 acres)

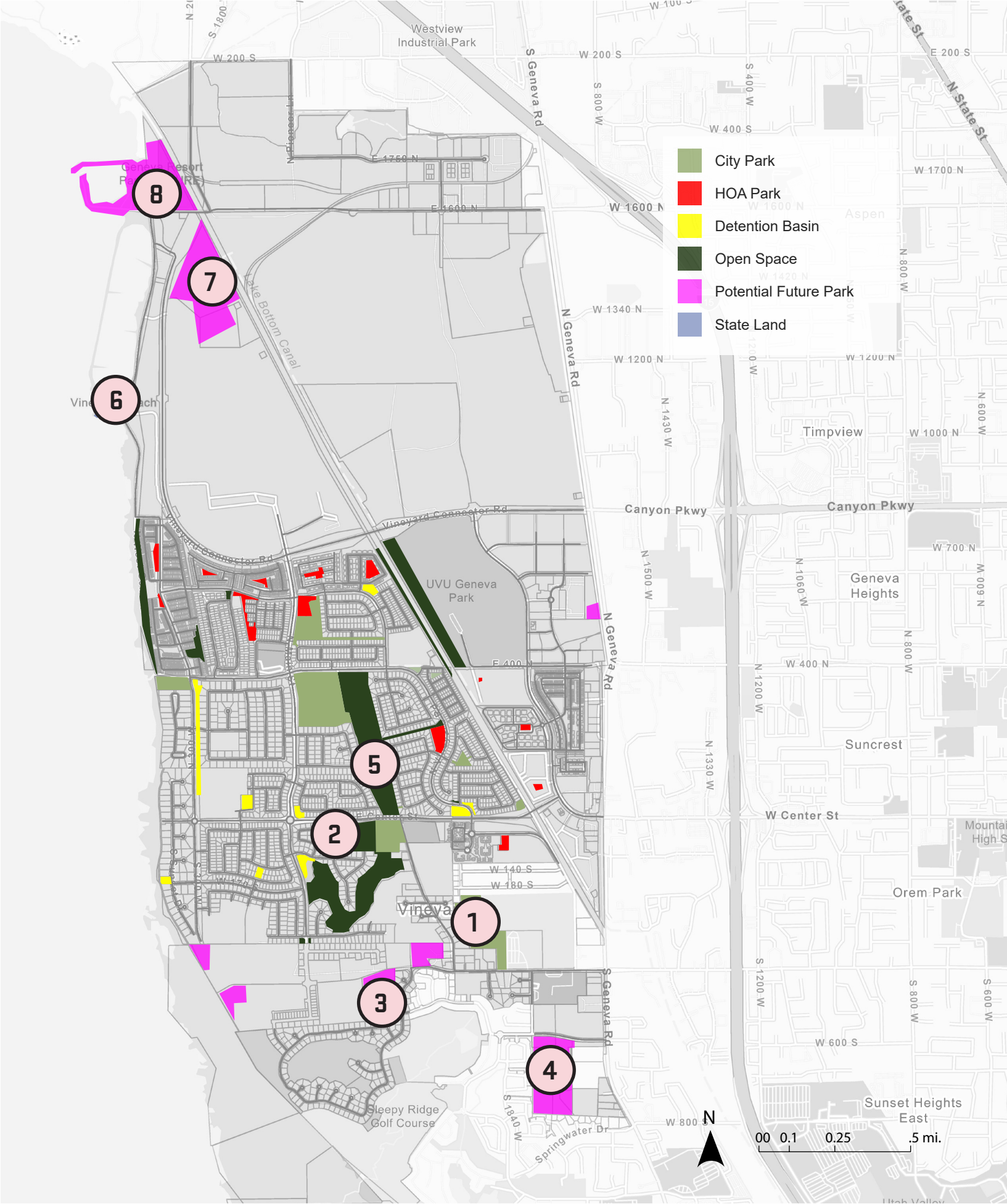
With a lakeshore clean-up project planned around this area, acquiring this state-owned land could give Vineyard City added freedom to program and utilize the property. This is a quiet area located on the shoreline of Utah Lake.

7. Geneva Park (~28 acres)

Within the Utah City Development, there is an area identified as "Geneva Park", which is planned for the utilization of added green space. Due to there being a considerable amount of growth planned in the north side of Vineyard over the next 20 years, it is critical that Vineyard City work alongside Utah City to ensure adequate public green space is provided in this area.

8. Lindon Marina

This Utah Lake-accessible location is privately-owned within Lindon City, but could be of great value to Vineyard Parks & Recreation, if purchased. Not only could the marina allow for water sport offerings, but it could also attract tourists and add a source of revenue to Vineyard City.



Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

INVENTORY

PUBLIC INPUT

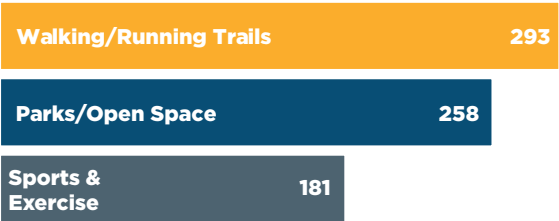
In June of 2024, we began our public outreach efforts to obtain feedback from the community regarding their current impressions and future desires relating to Vineyard City Parks & Recreation. As part of Vineyard Days, MGB+A, CRSA, and Vineyard City worked together to manage a booth that showcased maps of Vineyard trails and parks. We also advertised a Parks & Recreation survey to garner input. On the next page, a summarized report shows the public’s top three responses to various survey questions.

During this process, it was evident that many Vineyard residents desire to have a City Recreation Center. There was also interest in swimming, pickleball, baseball fields, and more playgrounds. Because funding approvals and construction projects can take years to pursue, it is recommended that Vineyard consider the ages of children in 10 years from now, so that future amenities are well-utilized.

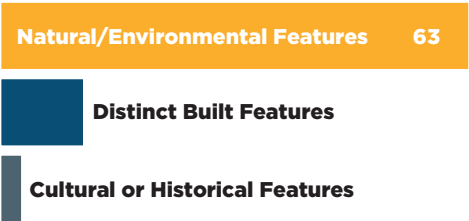
The NRPA population threshold for a Recreation Center is around 24,486 residents. For a Community Center, the threshold is around 27,858 residents. Due to the projected growth in population within Vineyard over the next several years, it is recommended that Vineyard City build a Recreation/Community Center by the end of 2030. Until then, because Vineyard doesn't currently have an indoor facility, Vineyard residents that purchase a pass to a neighboring City facility have the opportunity to receive an \$80 reimbursement per household per year from Vineyard City.

A public swimming facility is planned within the Utah City development. Due to this facility, a planned lakeshore clean-up project near the Utah City Promenade, and several HOA pools already constructed within Vineyard, it may not be necessary to have a pool feature within a Vineyard City Recreation/Community Center.

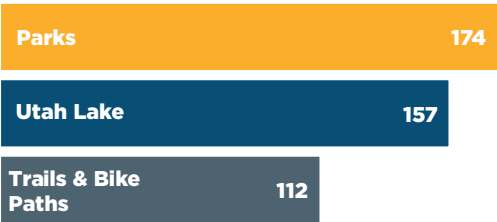
What gets you outside?



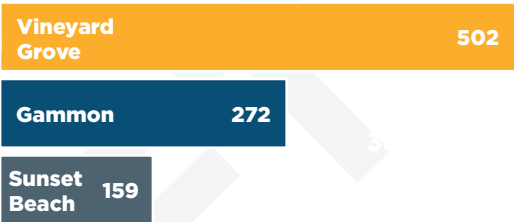
Most valuable to you?



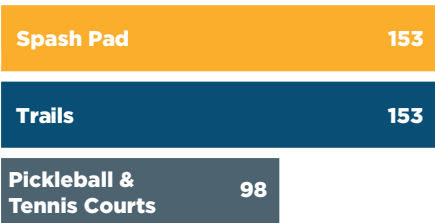
Favorite Natural Feature?



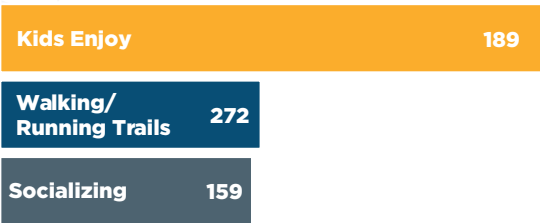
Favorite Vineyard City Park?



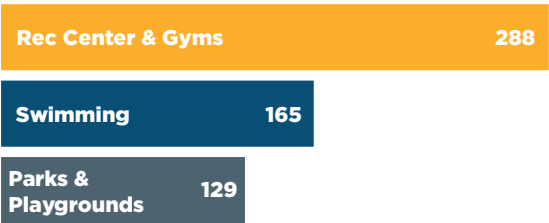
Favorite Vineyard Amenity?



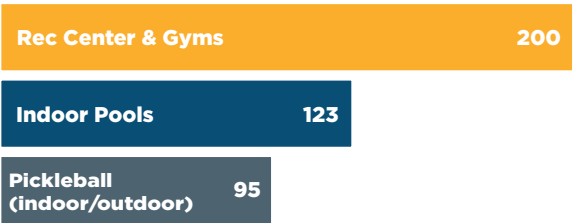
Why is this your favorite?



What amenities do you use outside of Vineyard?



What’s missing in Vineyard?



ANALYSIS



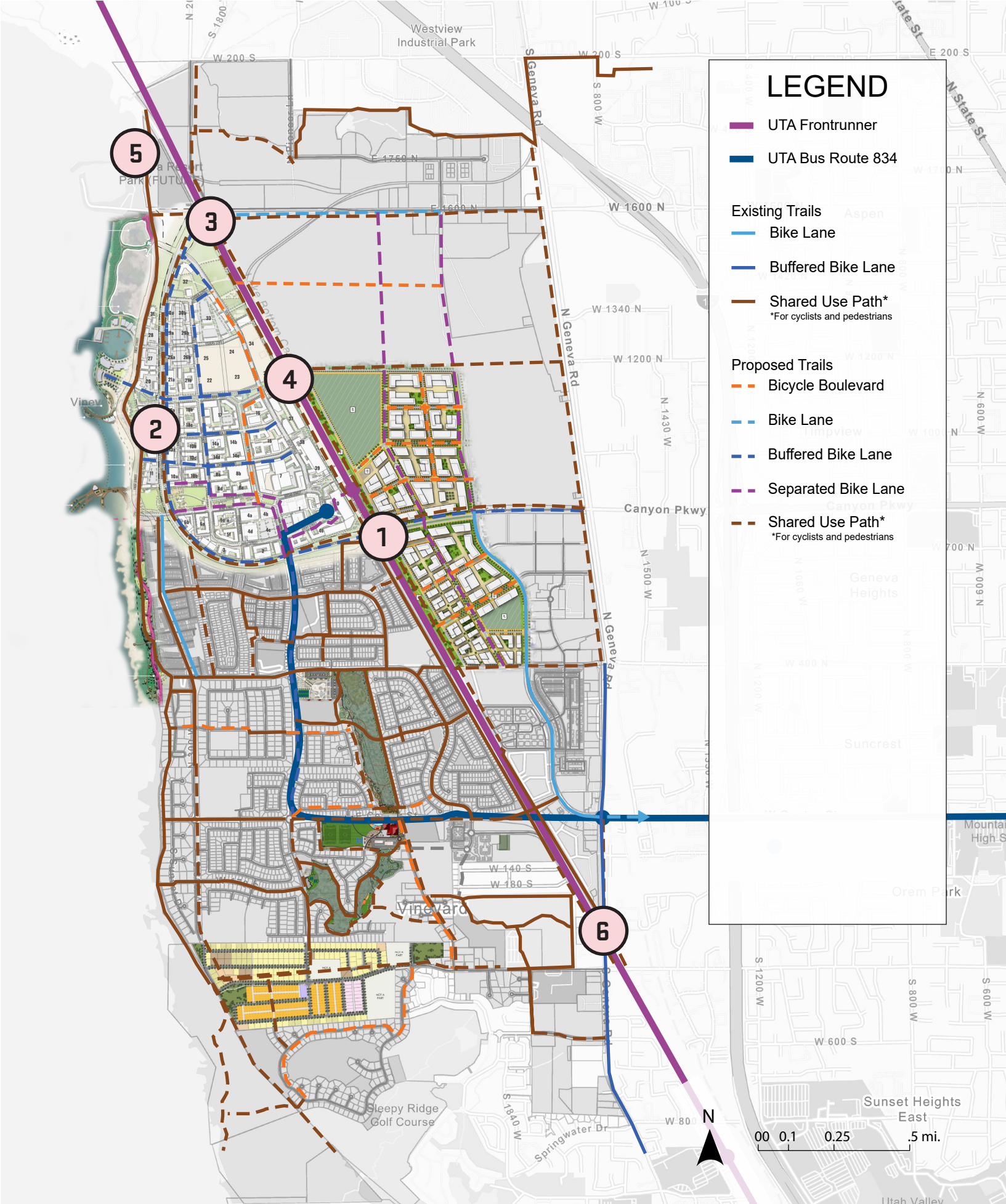
ANALYSIS

PLANNED TRAILS & TRANSIT

It is recommended that Vineyard City staff make trail-connectivity a continued priority within the existing trail system. There are a number of planned future improvements noted below to further enhance the depicted trail system and walkability of Vineyard.

- 1. Canyon Trail (Funded)
- 2. Vineyard Beach Trail Enhancements (\$3M allocated)
- 3. Lindon Heritage Trail (Funded by Lindon)
- 4. 1200 N. Overpass (Partially-funded by Vineyard)
- 5. Utah Lake Authority Nature Center (Federal / UVU)
- 6. Alloy Trail Extension (Orem / Vineyard - Planning)

Please note that not all of these plans are finalized or funded directly by Vineyard City. Some of the above-mentioned potential improvements may still be under negotiation and/or partially funded by the City. As a result, this list is not entirely exhaustive, and further plans for expansion are still on-going. Additional connectivity may be identified in future master planning efforts.





ANALYSIS

NRPA STANDARDS

In an effort to identify how Vineyard City Parks & Recreation amenity and facility offerings compare to other cities of similar population within the United States, MGB+A and CRSA acquired National Recreation and Parks Association (NRPA) data. NRPA is a non-profit organization that provides a comprehensive source of benchmarks and insights to identify standards for city needs of park and recreation spaces. By identifying Vineyard's density factor and city population, we are able to recognize where the surpluses and deficiencies are for the community. The estimated numbers for Vineyard City are as follows:

Density factor:	5*
Current population:	18,176**
Projected population in 2045:	50,000

It is important to note that while the NRPA standards can be helpful in identifying Vineyard City needs, the amenity and facility recommendations may not match exactly what Vineyard residents desire. As a result, it is crucial that City staff obtain continual input from the community to ensure that prioritized amenities will be well-utilized. Also, because Vineyard City is made up of many families with young children, it would be wise to consider the needs of the community a few years down the road.

**This is based off of the NRPA municipality sample statistics for identifying national averages. A density factor of 5 means that there is about 5 dwelling units per acre in Vineyard.*

***This population number was provided from the Mountainland Association of Government in September of 2024.*

ANALYSIS
NRPA COMPARISON

The table on the next page shows the number of additional amenities recommended for construction in Vineyard, by date. These numbers consider Vineyard City's current inventory and are based off of NRPA standards for similar-sized cities in the United States.

NOTE: HOA-provided amenities are counted at 50% since they are private facilities and are not available to the general public. See table on page 15 for a list of the existing amenities in Vineyard.

The Vineyard City population is based off of the following data from the Mountainland Association of Government (September 2024):

- 2024: 18,176
- 2025: 19,371
- 2026: 20,644
- 2027: 22,001
- 2028: 23,447
- 2029: 24,988
- 2030: 26,631
- 2031: 27,663
- 2032: 28,735
- 2033: 29,849
- 2034: 31,006

Based off of the above-listed Vineyard population estimates, it is assumed that the 2035 population will exceed 32,000 residents. Additionally, the projected population in 2045 is approximately 50,000 residents.

AMENITIES	2025	2030	2035	2045	POPULATION THRESHOLD
Tot lots - Playgrounds for ages 2-5	0	0	0	0	12,744
Playgrounds for ages 5-12	0	0	0	5	3,089
All-Abilities Playgrounds	0	1	0	1	19,729
Community Gardens	0	0	0	0	27,262
Multi-use Basketball/Volleyball Courts (Indoor)	1	0	1	1	14,577
Multi-use Basketball/Volleyball Courts (Outdoor)	1	0	1	1	15,531
Basketball Courts (Outdoor, Standalone)*	0	0	1	2	7,501
Volleyball (Outdoor, Standalone)	1	0	1	1	14,280
Multi-use Tennis/Pickleball Courts (Indoor)	1	0	1	1	14,950
Multi-use Tennis/Pickleball Courts (Outdoor)	0	0	0	1	13,000
Tennis Court (Standalone)	2	1	1	4	5,461
Pickleball (Outdoor, Standalone)	0	0	0	2	7,737
Overlay Fields (Rectangular/Diamond)	0	0	0	1	10,000
Rectangular Fields	2	2	2	6	3,333
Diamond Fields (baseball, softball, etc.)	6	2	2	6	3,007
Dog Parks*	0	0	0	1	27,508
Swimming Pools	0	0	0	0	27,081
Skate Parks	0	0	0	1	33,167
18-Hole Golf Course	0	0	0	1	32,812
Synthetic Fields	0	1	0	1	23,189
Ice Rinks (Outdoor)	0	1	0	1	19,770
Recreation Center/Gyms	0	1	0	1	24,486
Community Centers	0	0	1	0	27,858
Senior Centers	0	0	1	0	31,985
Performance Amphitheaters	0	0	0	1	32,255
Nature centers	0	0	0	1	33,669
Aquatic Centers	0	0	1	0	31,000
Teen Centers	0	0	1	0	31,785
Indoor Ice Rinks	0	1	0	1	23,512

RECOMMENDATIONS



RECOMMENDATIONS

PROPOSED AMENITIES

Taking the NRPA analysis, unique demographics of Vineyard residents, existing Vineyard City master plans, public feedback, and staff feedback all into consideration, the table on the next page lists, by date, the recommended amenities and facilities to be constructed in Vineyard.

Results from Public Feedback:

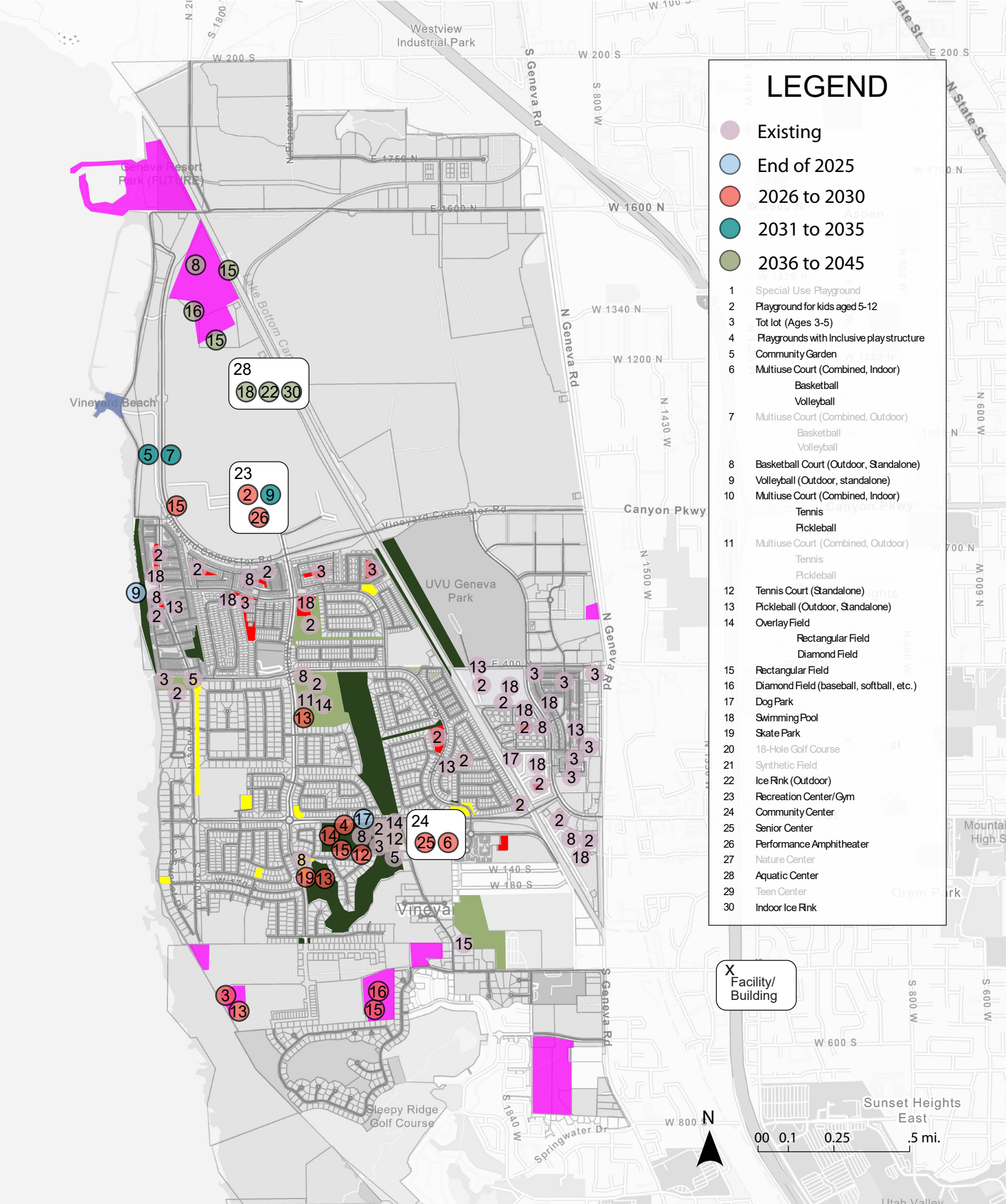
While NRPA standards hint that a Skate Park shouldn't be built until later than is proposed in the table on the next page, there has been great interest from the public in getting the facility sooner.

Additionally, aside from the traditional NRPA list of amenities and facilities, public input has also revealed interest and encouraged priority of constructing a pump track, ninja warrior course, and disc golf course in Vineyard.

Results from Staff Feedback:

It is recommended that the City prioritize building a sports complex in one location, instead of one court/field at various locations across the City. This allows for enhanced fiscal responsibility, management of programming, and easier maintenance. To meet the demands of current Vineyard City-run Recreation programs, staff recommends priority for additional soccer fields, complex of 4 tennis courts, and indoor basketball courts.

Amenities	2025	2026-2030	2031-2035	2036-2045
Dirt Bike Park Enhancement	1			
Volleyball Court	1		2	
Dog Park	1			1
Skate Park		1		
Pickleball (Outdoor, Standalone)		20		
Disc Golf		1		
Fishing Pond		1		
Overlay Field		1		
All-Abilities Playground		1		
Community Centers		1		
Teen Center		1		
Rectangular Fields		3		
Playgrounds primarily dedicated for kids aged 5-12	1		1	
Tot lots - Playgrounds for ages 2-5		1		
Community Gardens			1	
Multi-use Basketball/Volleyball/Pickleball Courts (Indoor)		3		
Basketball Courts (Outdoor, Standalone)			1	
Tennis Court (Standalone)		4		
Diamond Fields (baseball, softball, etc.)		2		
Ice Rinks (Outdoor)				1
Senior Centers		1		
Performance Amphitheaters		1		
Aquatic Centers		1		
Ninja Warrior Course		1		



Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

39 Please also see pages 39-40 for maps that identify the recommended number of amenities/facilities projected at each location location(s). For the map on page, please see the map

Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

RECOMMENDATIONS
VINEYARD GROVE PARK



RECOMMENDATIONS
UTAH CITY MASTER PLAN



RECOMMENDATIONS
CURRENT CITY HALL

Ninja Warrior Course by 2030

4 Pickleball Courts by 2030

Skate Park by 2030



0 200 400 Feet



RECOMMENDATIONS
HOLDAWAY FIELDS

Tot Lot Playground &
4 Pickleball Courts by 2030



0 600 1,200 1,800 Feet



GAMMON PARK

Rectangular Field & Overlay
Field by 2030

Inclusive playground by
2030

Community Center
by 2030



4 Tennis Courts by 2030

Dog Park by 2025

0 200 400 600 800 Feet





COST ANALYSIS

COST ANALYSIS
MASTER PLAN

*The population threshold changes for NRPA trends at 50,000, with more people per amenity.
The subsequent NRPA difference columns per horizon are adjusted for proposed amenities
Pricing of future projects is subject to change, each of these costs assume a 25% contingency built into the baseline cost to offset soft costs, cover minor fluctuation in construction pricing and difference in design. A full evaluation of these costs may be found on the following pages of this document.

Number	Amenities	Unit Cost	2026	2030	2035	2045	Quantity	Multiplied Cost
1	Special Use Playground						0	\$ -
2	Playgrounds primarily dedicated for kids aged 5-12	\$ 140,000.00	1		1		2	\$ 280,000.00
3	Tot lots - Playgrounds for ages 2-5	\$ 60,000.00		1			1	\$ 60,000.00
4	Playgrounds with Inclusive play structures	\$ 2,000,000.00		1			1	\$ 2,000,000.00
5	Community Gardens	\$ 50,000.00			1		1	\$ 50,000.00
6	Multiuse Courts (Combined, Indoor)			3			3	\$ -
	Basketball						0	\$ -
	Volleyball						0	\$ -
7	Multiuse Courts (Combined, Outdoor)	\$ 100,000.00					0	\$ -
	Basketball						0	\$ -
	Volleyball						0	\$ -
8	Basketball Courts (Outdoor, Standalone)	\$ 100,000.00			1		1	\$ 100,000.00
9	Volleyball (Outdoor, standalone)	\$ 50,000.00	1		2		3	\$ 150,000.00
10	Multiuse Courts (Combined, Indoor)						0	\$ -
	Tennis						0	\$ -
	Pickleball						0	\$ -
11	Multiuse Courts (Combined, Outdoor)	\$ 100,000.00					0	\$ -
	Tennis						0	\$ -
	Pickleball						0	\$ -
12	Tennis Court (Standalone)	\$ 100,000.00		4			4	\$ 400,000.00
13	Pickleball (Outdoor, Standalone)	\$ 100,000.00		20			20	\$ 2,000,000.00
14	Overlay Fields	\$ 240,000.00		1			1	\$ 240,000.00
	Rectangular Field						0	\$ -
	Diamond Field						0	\$ -
15	Rectangular Fields	\$ 250,000.00		3			3	\$ 750,000.00
16	Diamond Fields (baseball, softball, etc.)	\$ 200,000.00		2			2	\$ 400,000.00
17	Dog Parks	\$ 150,000.00	1			1	2	\$ 300,000.00
18	Swimming Pools						0	\$ -
19	Skate Parks	\$ 1,000,000.00		1			1	\$ 1,000,000.00
20	18-Hole Golf Courses						0	\$ -
21	Synthetic Fields						0	\$ -
22	Ice Rinks (Outdoor)	\$ 1,800,000.00				1	1	\$ 1,800,000.00
23	Recreation Centers/Gyms						0	\$ -
24	Community Centers			1			1	\$ -
25	Senior Centers			1			1	\$ -
26	Performance Amphitheaters			1			1	\$ -
27	Nature Centers						0	\$ -
28	Aquatic Centers			1			1	\$ -
29	Teen Centers			1			1	\$ -
30	Indoor Ice Rinks						0	\$ -
	Non NRPA							
31	Disc Golf	\$ 150,000.00		1			1	\$ 150,000.00
32	Dirt Bike Park Enhancement	\$ 50,000.00	1				1	\$ 50,000.00
33	Ninja Warrior Course	\$ 890,000.00		1			1	\$ 890,000.00
34	Fishing Pond	\$ 100,000.00		1			1	\$ 100,000.00



Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

COST ANALYSIS

OUTDOOR AMENITIES PHASING

Only outdoor amenities were calculated in this cost analysis. Facilities, supporting infrastructure, land, and maintenance expenses will need to be analyzed respectively via facilities feasibility studies, construction estimates, land acquisition analysis, & maintenance cost projections.

CURRENT PROJECTS

Focus: Land Acquisition

Immediate priorities should be considered for land acquisition for future facilities & major amenities. Additionally, near-future improvements are proposed to be included in the upcoming budget cycle. These amenities will help bridge the gap between the national standard, public request, and current offerings. The immediate amenities are estimated to come to *\$650,000 for an outdoor volleyball

*This cost assumes a 1% year over year inflation rate and assumes the build would occur in 2026.

1-5 YEAR PLAN (by 2030)

Focus: Grant Recruitment & Amenities

The recommended priorities for the next five years include: Work with Orem City to obtain TTAB Grant Money, apply to other grants, improve Vineyard trail/pathway connectivity across the City, build a skate park, disc golf course, ninja warrior course, 6-12 pickle-ball courts, 2-4 overlay fields at Gammon Park, convert penny springs pond to a fishery, 4 overlay at 10 acre park, indoor facility in Holdaway Fields development, cemetery, and community center at Gammon Park. The

*This cost assumes a 5% year over year inflation rate and assumes the land acquisition occur by 2030.

6-10 YEAR PLAN (by 2035)

Focus: Amenities & Maintenance

Between the next 6 to 10 years, recommended priorities include: 4 tennis courts, one tot lot playground, an all abilities park, and maintenance of other amenities. The proposed amenities by 2035 are estimated to cost *\$4,455,000.

*This cost assumes a 5% year over year inflation rate and assumes the build would occur by 2035.

11-20 YEAR PLAN (by 2045)

Focus: Facilities

Recommended priorities between years 11-20 include: complete projects that haven't yet been implemented. By 2045, the City's population should be peaking, so there should be a decrease in additional amneities needed. The proposed amenities by 2045 are estimated to cost *\$5,340,000.

*This cost assumes a 10% year over year inflation rate and assumes the build would occur by 2045.

COST ANALYSIS

FUNDING

RAP Tax Budget

Current: \$900,000

Due to the Recreation and Parks tax that was passed in 2019, 1% of every dollar spent in Vineyard gets added to a RAP tax fund. The RAP tax earnings can then be spent on arts, parks, and recreation amenity and facility improvements. By July of 2025, Vineyard should have an estimated \$900,000 within the RAP tax fund. This tax is valid through 2029. It is recommended that Vineyard City add the RAP tax funding option to the 2029 ballot to ensure funds are continually allocated for Parks & Recreation projects.

Parks Impact Fee Revenue

Projection:

Alongside this Parks & Recreation master plan, a Parks Impact Fee Analysis was performed. Impact fees calculate the value of city-provided amenities and consider the impact of increased population. Amenities available to everyone in the city are referred to as "system-wide". 46.49 acres were calculated as impact-fee eligible. The current level of investment per capita is \$1,183.51, as specified by Zions Bank Public Finance for Vineyard City in the 2024 IFFP & IFA reports.

RAP Tax Revenue

Projection: \$1,100,000

It is estimated that \$1,100,000 will be added to the RAP Tax fund between July 1st, 2025 - December 31, 2030. This averages out to be revenue earnings of approximately \$200,000 per year.

Grant Money Earnings

Projection: \$500,000

Applying for grants is recommended for Vineyard City. There are many grants available relating to Parks & Recreation including: UORG, ARCH Grant, Utah Lake Authority Grant, etc. It is recommended that Vineyard City work to obtain \$500,000 in grant earnings by 2030, averaging about \$100,000 per year.



APPENDIX





VINEYARD CITY

DRAFT Parks, Recreation, Open Space and Trails Impact Fee Analysis

January 2025



ZIONS PUBLIC FINANCE, INC.

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Summary of Impact Fee Analysis (IFA)

Vineyard City (“the City”) is experiencing population growth that is increasing demand at its existing parks and trails. The City has therefore determined that it is necessary to consider the enactment of a Parks and Trails Impact Fee so that new development pays for its fair share of the cost of these types of facilities.

The City has determined that there is one service area citywide for parks and trails, and that there is no excess capacity in any of its parks or trails facilities.

Projections for population growth in the City are as follows:

TABLE 1: PROJECTED POPULATION GROWTH, 2024-2034

Year	Population
2024	18,176
2025	19,371
2026	20,644
2027	22,001
2028	23,447
2029	24,988
2030	26,631
2031	27,663
2032	28,735
2033	29,849
2034	31,006
Population Growth, 2024-2034	12,830

Source: Mountainland Association of Government, September 2024

This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity - *Utah Code 11-36a-304(1)(a)*

The IFFP considers only *system* park and trail facilities for the purpose of calculating impact fees. *Project* park and trail facilities cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the City and the consultants, a *system* park and trail facility is defined as a facility that serves more than one local development area.

Existing service levels are based on the 2024 levels of service in the City for parks and trails. While the City has a total of 67.06 park acres, many of those parks were donated, project parks or acquired with grant funds, thereby leaving a total of 46.49 impact-fee eligible acres. This calculates to an impact-fee-eligible standard of 2.56 acres per 1,000 persons.

Impact on System Improvements by Anticipated Development Activity - Utah Code 11-36a-304(1)(b)

Table 2 shows the declining service levels that will occur in the City due to the projected population growth in the next ten years if no new facilities are added. Service levels for parks are shown in terms of acres per 1,000 persons and in terms of cost per capita. Service levels for trails are shown in miles per 1,000 persons and cost per capita.

TABLE 2: IMPACTS TO SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

	2024 Service Levels – Acres/Miles per 1,000 Persons	2034 Service Levels – Acres/Miles per 1,000 Persons	Investment LOS 2024 per Capita	Investment LOS 2034 per Capita
Parks	2.56	1.50	\$707.81	\$414.93
Trails – Concrete	0.0112	0.0065	\$7.08	\$4.15
Trails – Asphalt	1.1038	0.6471	\$466.26	\$273.33
Trails - Trex	0.0022	0.0013	\$2.36	\$1.38

Relationship of Anticipated Impacts to Anticipated Development Activity - Utah Code 11-36a-304(1)(c)

The demand placed on existing public park and trail facilities by new development activity is attributable to population growth. Vineyard has a 2024 population of 18,176 and, as a result of anticipated development activity, will grow to a projected population of 31,006 by 2034 – an increase of 12,830 persons. As growth occurs as a result of increased development activity, more parks and trail facilities are needed to maintain existing service levels and to reach proposed service levels.

In order to maintain the existing level of service, the projected population growth attributed to new development over the next ten years will require the construction of park facilities in the amount of \$9,081,244 and trail facilities in the amount of \$6,103,196.

Proportionate Share Analysis - Utah Code 11-36a-304(1)(d)(i)(ii)

Costs Reasonably Related to New Development Activity

The cost of new system improvements required to maintain the service levels related to new development activity are based on the costs of system facilities, and the consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

TABLE 3: CALCULATION OF COST PER CAPITA

Summary	Per Capita
Park Improvements	\$707.81
Trail Improvements	\$475.70
Consultant Costs	\$4.99
Total Cost per Capita	\$1,188.50

The cost per person is then multiplied by the average household size to arrive at the maximum impact fee of \$3,422.88 that can be charged.

TABLE 4: MAXIMUM IMPACT FEES

	Household Size	Maximum Impact Fee
Per Household	2.88	\$3,422.88
Source for Household Size: 2023 ACS 5-Year Estimates, Table S1101		

Manner of Financing - *Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h)*

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

Impact Fee Credits

There are no bonds outstanding and therefore no credits must be made.

Extraordinary Costs and Time Price Differential

It is not anticipated that there will be any extraordinary costs in servicing newly developed park or trail properties.

Utah Code 11-36a

Preparation of Impact Fee Analysis. Utah Code requires that “each local political subdivision... intending to impose an impact fee shall prepare a written analysis (Impact Fee Analysis or IFA) of each impact fee” (Utah Code 11-36a-303). This IFA follows all legal requirements as outlined below. The City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Analysis in accordance with legal requirements.

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to identify the following:

- anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

- anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

- how anticipated impacts are reasonably related to the anticipated development activity

- the proportionate share of:

 - costs for existing capacity that will be recouped; and

 - costs of impacts on system improvement that are reasonably related to the new development activity; and

 - how the impact fee was calculated

Further, in analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

- the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;

- the cost of system improvements for each public facility;

- other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

- the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by means such as user charges, special assessments, or payment from the proceeds of general taxes;

- the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

extraordinary costs, if any in servicing the newly developed properties; and

the time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees. Utah Code 11-36a-305 states that for purposes of calculating an impact fee, a local political subdivision or private entity may include the following:

construction contract price;

cost of acquiring land, improvements, materials, and fixtures;

cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and

for a political subdivision, debt service charges if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Additionally, the Code states that each political subdivision or private entity shall base impact fee amounts on realistic estimates and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Certification of Impact Fee Analysis. Utah Code 11-36a-306 states that an impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment. Utah Code 11-36a-202 states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Notice of Intent to Prepare Impact Fee Analysis. A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Analysis (Utah Code 11-36a-503(1)). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA by posting notice.

Impact Fee Analysis

Utah Code allows cities to include only *system* parks for the purpose of calculating impact fees. *Project* parks and trails cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the City and the consultants, a *system* park is defined as a park that serves more than one local development area.

This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity

Utah Code 11-36a-304(1)(a): an impact fee analysis shall identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity

The City has not identified any existing excess capacity in its parks and trails system.

Impact on System Improvements by Anticipated Development Activity

Utah Code 11-36a-304(1)(b): an impact fee analysis shall identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

The City will need to acquire additional parks and trails facilities in order to maintain its existing service levels. Service levels will decline as a result of population growth unless new facilities are constructed or acquired. Impact fees will be used to maintain the existing service levels for parks and trails facilities.

Demand Placed on Facilities by New Development Activity

Park Service Levels

The following two tables show the declining service levels that will occur in the City due to the projected population growth in the next ten years if no new facilities are added. The park acres will decrease from 2.56 acres per 1,000 persons in 2024 to 1.50 acres per 1,000 residents in 2034 if no new improvements are made.

TABLE 5: IMPACTS TO PARK SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Unit Service Levels per 1000 Population if No New Facilities	Additional Park (Acres) Needed
2024	18,176		2.56	
2025	19,371	1,195	2.40	3.06
2026	20,644	1,273	2.25	3.26
2027	22,001	1,357	2.11	3.47
2028	23,447	1,446	1.98	3.70
2029	24,988	1,541	1.86	3.94
2030	26,631	1,643	1.75	4.20
2031	27,663	1,032	1.68	2.64

Year	Population	Population Growth	Unit Service Levels per 1000 Population if No New Facilities	Additional Park (Acres) Needed
2032	28,735	1,072	1.62	2.74
2033	29,849	1,114	1.56	2.85
2034	31,006	1,157	1.50	2.96
Growth, 2024-2034	12,830	12,830		32.81

Park service levels will decline from \$707.81 per capita in 2024 to \$414.93 in 2034 if no new improvements are made. In order to maintain existing service levels, additional investment of over \$9 million will be necessary by 2034.

TABLE 6: IMPACTS TO PARK SERVICE INVESTMENT LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$707.81	
2025	19,371	1,195	\$664.15	\$845,836.85
2026	20,644	1,273	\$623.19	\$901,046.29
2027	22,001	1,357	\$584.76	\$960,502.60
2028	23,447	1,446	\$548.69	\$1,023,497.98
2029	24,988	1,541	\$514.86	\$1,090,740.24
2030	26,631	1,643	\$483.09	\$1,162,937.19
2031	27,663	1,032	\$465.07	\$730,463.29
2032	28,735	1,072	\$447.72	\$758,775.82
2033	29,849	1,114	\$431.01	\$788,503.98
2034	31,006	1,157	\$414.93	\$818,939.95
Growth, 2024-2034	12,830	12,830		\$9,081,244.18

Concrete Trail Service Levels

The following two tables show the declining service levels that will occur to concrete trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of concrete trails will decrease from 0.0112 miles per 1,000 persons in 2024 to 0.0065 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 7: IMPACTS TO CONCRETE TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		0.0112	
2025	19,371	1,195	0.0105	0.0134
2026	20,644	1,273	0.0098	0.0142
2027	22,001	1,357	0.0092	0.0152
2028	23,447	1,446	0.0087	0.0162
2029	24,988	1,541	0.0081	0.0172
2030	26,631	1,643	0.0076	0.0184
2031	27,663	1,032	0.0073	0.0115

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2032	28,735	1,072	0.0071	0.0120
2033	29,849	1,114	0.0068	0.0124
2034	31,006	1,157	0.0065	0.0129
Growth, 2024-2034	12,830	12,830		0.1433

Concrete trail service levels will decline from \$7.08 per capita in 2024 to \$4.31 in 2034 if no new improvements are made. In order to maintain existing service levels, an investment of nearly \$91,000 will be necessary by 2034.

TABLE 8: IMPACTS TO CONCRETE TRAIL INVESTMENT SERVICE LEVELS DUE IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$7.08	
2025	19,371	1,195	\$6.64	\$8,459.20
2026	20,644	1,273	\$6.23	\$9,011.35
2027	22,001	1,357	\$5.85	\$9,605.97
2028	23,447	1,446	\$5.49	\$10,235.99
2029	24,988	1,541	\$5.15	\$10,908.48
2030	26,631	1,643	\$4.83	\$11,630.52
2031	27,663	1,032	\$4.65	\$7,305.35
2032	28,735	1,072	\$4.48	\$7,588.50
2033	29,849	1,114	\$4.31	\$7,885.82
2034	31,006	1,157	\$4.15	\$8,190.20
Growth, 2024-2034	12,830	12,830		\$90,821.37

Asphalt Trail Service Levels

The following two tables show the declining service levels that will occur to asphalt trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of asphalt trails will decrease from 1.1038 miles per 1,000 persons in 2024 to 0.6471 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 9: IMPACTS TO ASPHALT TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		1.1038	
2025	19,371	1,195	1.0357	1.3191
2026	20,644	1,273	0.9719	1.4052
2027	22,001	1,357	0.9119	1.4979
2028	23,447	1,446	0.8557	1.5961
2029	24,988	1,541	0.8029	1.7010
2030	26,631	1,643	0.7534	1.8136

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2031	27,663	1,032	0.7253	1.1392
2032	28,735	1,072	0.6982	1.1833
2033	29,849	1,114	0.6722	1.2297
2034	31,006	1,157	0.6471	1.2771
Growth, 2024-2034	12,830	12,830		14.1622

Asphalt trail service levels will decline from \$466.26 per capita in 2024 to \$273.33 in 2034 if no new improvements are made. In order to maintain existing service levels, an investment of nearly \$6 million will be necessary by 2034.

TABLE 10: IMPACTS TO ASPHALT TRAIL INVESTMENT SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$466.26	
2025	19,371	1,195	\$437.50	\$557,179.33
2026	20,644	1,273	\$410.52	\$593,547.52
2027	22,001	1,357	\$385.20	\$632,713.26
2028	23,447	1,446	\$361.44	\$674,210.30
2029	24,988	1,541	\$339.15	\$718,504.89
2030	26,631	1,643	\$318.23	\$766,063.29
2031	27,663	1,032	\$306.36	\$481,179.14
2032	28,735	1,072	\$294.93	\$499,829.49
2033	29,849	1,114	\$283.92	\$519,412.36
2034	31,006	1,157	\$273.33	\$539,461.49
Growth, 2024-2034	12,830	12,830		\$5,982,101.07

Trex Trail Service Levels

The following two tables show the declining service levels that will occur to trex trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of trex trails will decrease from 0.0022 miles per 1,000 persons in 2024 to 0.0013 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 11: IMPACTS TO TREX TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		0.0022	
2025	19,371	1,195	0.0021	0.0027
2026	20,644	1,273	0.0020	0.0028
2027	22,001	1,357	0.0018	0.0030
2028	23,447	1,446	0.0017	0.0032
2029	24,988	1,541	0.0016	0.0034

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2030	26,631	1,643	0.0015	0.0037
2031	27,663	1,032	0.0015	0.0023
2032	28,735	1,072	0.0014	0.0024
2033	29,849	1,114	0.0014	0.0025
2034	31,006	1,157	0.0013	0.0026
Growth, 2024-2034	12,830	12,830		0.0287

Trex trail service levels will decline from \$2.36 per capita in 2024 to \$1.38 in 2034 if no new improvements are made. In order to maintain existing service levels, additional investment of over \$30,000 will be necessary by 2034.

TABLE 12: IMPACTS TO ASPHALT TRAIL INVESTMENT SERVICE LEVELS DUE IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$2.36	
2025	19,371	1,195	\$2.21	\$2,819.73
2026	20,644	1,273	\$2.08	\$3,003.78
2027	22,001	1,357	\$1.95	\$3,201.99
2028	23,447	1,446	\$1.83	\$3,412.00
2029	24,988	1,541	\$1.72	\$3,636.16
2030	26,631	1,643	\$1.61	\$3,876.84
2031	27,663	1,032	\$1.55	\$2,435.12
2032	28,735	1,072	\$1.49	\$2,529.50
2033	29,849	1,114	\$1.44	\$2,628.61
2034	31,006	1,157	\$1.38	\$2,730.07
Growth, 2024-2034	12,830	12,830		\$30,273.79

Relationship of Anticipated Impacts to Anticipated Development Activity

Utah Code 11-36a-304(1)(c): an impact fee analysis shall subject to Subsection (2), demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;

The demand placed on existing public parks and trails facilities by new development activity is attributable to population growth. The City has a 2024 population of 18,176 and as a result of anticipated development activity will grow to a projected population of 31,006 by 2034 – an increase of 12,830 persons. As growth occurs as a result of increased development activity, more parks and trails facilities are needed to maintain existing service levels and to reach proposed service levels.

After an extensive master planning process that included significant public input, the City has identified the following types of projects that may be undertaken in the future:

- Skate Park

- Disc Golf Course
- Community Center with 3 Indoor Basketball Courts
- Dog Park
- 4 Baseball Diamonds
- 4 Pickleball Courts
- 2 tennis courts
- 2 Regulation-sized Soccer Fields with lights
- Ninja Warrior Course
- Indoor Recreational Facilities
- Outdoor Recreational Facilities
- Trails

Proportionate Share Analysis

Utah Code 11-36a-304(1)(d)(i)(ii): an impact fee analysis shall estimate the proportionate share of costs for existing capacity that will be recouped; and the costs of impacts on system improvements that are reasonably related to the new development activity;

Costs Reasonably Related to New Development Activity

The cost of new system improvements required to maintain the existing level of parks and trail services related to new development activity is based on the cost of system park and trail facilities, as well as consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

TABLE 13: COST PER PERSON FOR NEW PARK FACILITIES

Park Improvements	Amount
Existing Park Improvements	\$12,865,214
2024 Population	18,176
Existing LOS per Capita	\$707.81
Population Growth, 2024-2034	12,830
Improvements to Maintain LOS	\$9,081,244
Cost per Capita	\$707.81

TABLE 14: COST PER PERSON FOR NEW TRAIL FACILITIES

Trail miles	Cost per Linear Foot	Miles per 1,000 Persons	Miles Needed by 2034	Cost by 2034	Cost per Capita
Concrete	\$120	0.0112	0.1433	\$90,821	\$7.08
Asphalt	\$80	1.1038	14.1622	\$5,982,101	\$466.26
Trex	\$200	0.0022	0.0287	\$30,274	\$2.36
TOTAL				\$6,103,196	\$475.70

The Impact Fee Facilities Plan and Impact Fee Analysis consultant cost is \$4.99 per person.

TABLE 15: COST PER PERSON FOR CONSULTANTS FOR IFFP AND IFA

Consultant Costs	Amount
MGB&A + CRSA	\$50,000
ZPFI	\$14,000
Total consultant costs	\$64,000
Population growth, 2024-2034	12,830
Cost per capita	\$4.99

The cost of new system improvements required to maintain the service levels related to new development activity are based on the costs of system facilities, and the consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

TABLE 16: CALCULATION OF COST PER CAPITA

Summary	Per Capita
Park improvements	\$707.81
Trail improvements	\$475.70
Consultant costs	\$4.99
Total cost per capita	\$1,188.50

The cost per person is then multiplied by the average household size to arrive at the maximum impact fee of \$3,422.88 that can be charged.

TABLE 17: MAXIMUM IMPACT FEES

	Household Size	Maximum Impact Fee
Per Household	2.88	\$3,422.88
Source for Household Size: 2023 ACS 5-Year Estimates, Table S1101		

Impact Fee Credits

Utah Code 11-36a-304(1)(e): an impact fee analysis shall, based on the requirements of this chapter, identify how the impact fee was calculated;

The City may choose to allow a developer to contribute park and trail facilities improvements in place of impact fees. This decision is at the discretion of the City.

Manner of Financing

Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h): an impact fee analysis shall identify, if applicable: other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, federal taxes, or federal grants;

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. These fees are usually implemented to help reduce the economic burden on local

jurisdictions that are trying to deal with population and commercial growth within the area. As a matter of policy and legislative discretion, a City may choose to have new development pay the full cost of its share of new public facilities if the facilities would not be needed except to service new development. However, local governments may use other sources of revenue to pay for the new facilities required to service new development and use impact fees to recover the cost difference between the total cost and the other sources of revenue. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

At the current time, no other sources of funding other than impact fees have been identified, but to the extent that any are identified and received in the future, then impact fees will be reduced accordingly.

Additional system-wide park land and recreation facility improvements beyond those funded through impact fees that are desired to maintain a higher proposed level of service will be paid for by the community through other revenue sources such as user charges, special assessments, GO bonds, general taxes, etc.

Impact Fee Credits

In the situation that a developer chooses to construct facilities found in the IFFP in lieu of impact fees, the arrangement must be made through the developer and the City.

At the discretion of the City, impact fees may be modified for certain types of development such as low-income housing, memory care units, etc.

Extraordinary Costs and Time Price Differential

Credits may be paid back to developers who have constructed or directly funded items that are included in the IFFP or donated to the City in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions or improvements required to offset density or as a condition for development. Any item for which a developer receives credit should be included in the IFFP and must be agreed upon with the City before construction begins.

It is not anticipated that there will be any extraordinary costs in servicing newly developed park, recreation or trail properties.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
3. offsets costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.



VINEYARD CITY

DRAFT
Parks, Recreation, Open Space and Trails
Impact Fee Facilities Plan

January 2025



ZIONS PUBLIC FINANCE, INC.

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Executive Summary

Background

Vineyard City (“the City”) has created this Parks, Recreation, Open Space and Trails Impact Fee Facilities Plan in accordance with all legal requirements of Utah Code 11-36a. New development will place increased demand on existing park and trail facilities and therefore is responsible for contributing its fair share of the capital costs necessitated by new development.

Demand for park and trail facilities comes from residential development and the associated population growth. Commercial development is not considered to create more demand on park and trail facilities and is therefore not included in the calculation of impact fees. Projected population growth in Vineyard is estimated as follows:

TABLE 1: PROJECTED POPULATION GROWTH, 2024-2034

Year	Population
2024	18,176
2025	19,371
2026	20,644
2027	22,001
2028	23,447
2029	24,988
2030	26,631
2031	27,663
2032	28,735
2033	29,849
2034	31,006
Population Growth, 2024-2034	12,830

Source: Mountainland Association of Government, September 2024

Identify the Existing and Proposed Levels of Service and Excess Capacity

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

The IFFP considers only *system*-wide park and trail facilities for the purpose of calculating impact fees. *Project*-wide park and trail facilities cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the City and the consultants, a *system*-wide park and trail facility is defined as a facility that serves more than one local development area.

Existing service levels are based on the 2024 levels of service in the City for parks and trails. While the City has a total of 67.06 park acres, many of those parks were donated, acquired with grant funds, or are not considered *system* parks, thereby leaving a total of 46.49 impact-fee eligible acres. This calculates to an impact-fee-eligible standard of 2.56 acres per 1,000 persons assuming a 2024 population of 18,176 persons.

The City intends to at least maintain current service levels for parks and trails. The existing and proposed levels of service have been expressed in acres per 1,000 persons and are then converted to a cost level per capita. Parks and trails development in the City is one overall recreation system designed to meet the needs and desires of residents for physical and leisure activities and therefore the overall cost service level reflects the combined level of service for all parks and trails.

Identify Demands Placed Upon Existing Public Facilities by New Development Activity at the Proposed Level of Service

Utah Code 11-36a-302(1)(a)(iv)

Table 2 shows the declining service levels that will occur in the City due to the projected population growth in the next ten years if no new facilities are added. Service levels for parks are shown in terms of acres per 1,000 persons and in terms of cost per capita. Service levels for trails are shown in miles per 1,000 persons and cost per capita.

TABLE 2: IMPACTS TO SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

	2024 Service Levels – Acres/Miles per 1,000 Persons	2034 Service Levels – Acres/Miles per 1,000 Persons	Investment LOS 2024 per Capita	Investment LOS 2034 per Capita
Parks	2.56	1.50	\$707.81	\$414.93
Trails – Concrete	0.0112	0.0065	\$7.08	\$4.15
Trails – Asphalt	1.1038	0.6471	\$466.26	\$273.33
Trails - Trex	0.0022	0.0013	\$2.36	\$1.38

Identify How the Growth Demands Will Be Met

Utah Code 11-36a-302(1)(a)(v)

In order to maintain the existing level of service, the projected population growth attributed to new development over the next ten years will require the construction of park facilities in the amount of \$9,081,244 and trail facilities in the amount of \$6,103,196.

Consideration of Revenue Sources to Finance Impacts on System Improvements

Utah Code 11-36a-302(2)

This Impact Fee Facilities Plan includes a thorough discussion of all potential revenue sources for park and trail improvements. These revenue sources include grants, bonds, interfund loans, transfers from the General Fund, impact fees and anticipated or accepted dedications of system improvements.

CHAPTER 1: UTAH CODE LEGAL REQUIREMENTS

Utah law requires that communities prepare an Impact Fee Facilities Plan (IFFP) before preparing an Impact Fee Analysis (IFA) and enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFFP. This IFFP follows all legal requirements as outlined below. The City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Facilities Plan in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Facilities Plan

A local political subdivision must provide written notice of its intent to prepare an IFFP before preparing the Plan (Utah Code §11-36a-501). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFFP by posting notice.

Preparation of Impact Fee Facilities Plan

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an Impact Fee Facilities Plan. (Utah Code 11-36a-301).

Section 11-36a-302(a) of the Utah Code outlines the requirements of an Impact Fee Facilities Plan which is required to identify the following:

- (i) identify the existing level of service
- (ii) establish a proposed level of service
- (iii) identify any excess capacity to accommodate future growth at the proposed level of service
- (iv) identify demands placed upon existing facilities by new development activity at the proposed level of service; and
- (v) identify the means by which the political subdivision or private entity will meet those growth demands.

Further, the proposed level of service may:

- (i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or
- (ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In preparing an Impact Fee Facilities Plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:

- (a) grants
- (b) bonds

- (c) interfund loans
- (d) transfers from the General Fund
- (e) impact fees; and
- (f) anticipated or accepted dedications of system improvements.

Certification of Impact Fee Facilities Plan

Utah Code states that an Impact Fee Facilities Plan shall include a written certification from the person or entity that prepares the Impact Fee Facilities Plan. This certification is included at the conclusion of this plan.

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CHAPTER 2: EXISTING SERVICE LEVELS, PROPOSED SERVICE LEVELS AND EXCESS CAPACITY

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

Growth in Demand

Impacts on facilities will come from growth in the population.

TABLE 3: PROJECTED POPULATION GROWTH, 2024-2034

Year	Population
2024	18,176
2025	19,371
2026	20,644
2027	22,001
2028	23,447
2029	24,988
2030	26,631
2031	27,663
2032	28,735
2033	29,849
2034	31,006
Population Growth, 2024-2034	12,830

Source: Mountainland Association of Governments, September 2024

Population projections are for 12,830 additional residents between 2024 and 2034.

Existing Service Levels

The City has indicated that some of the park acres within the City were donated or are project improvements and are therefore ineligible for consideration in impact fee calculations.¹ Total system park acres are shown in the table below as well as the parks that are eligible for impact fee calculations.

TABLE 4: SYSTEM PARK ACREAGE

Park Area	Acres	Impact-Fee Eligible
LAKESIDE SPORTS COMPLEX (VINEYARD SIDE)	11.53	Yes
PENNY SPRINGS PARK	7.69	Yes
VINEYARD GROVE PARK	18.14	Yes
SUNSET BEACH PARK	3.06	Yes
J RULON GAMMON VINEYARD HERITAGE PARK	6.06	Yes
LAKEFRONT PLAYGROUND	1.46	No
BRIDGEPORT PARK	0.98	No
RENDEZVOUS PARK	0.50	No

¹ However, the cost of park amenities can be considered in impact fee calculations for parks where only the property was donated to the City.

Park Area	Acres	Impact-Fee Eligible
PRESERVE EAST	0.60	No
PRESERVE WEST	0.49	No
TUCKER ROW EAST	1.02	No
TUCKER ROW WEST	0.58	No
THE SPRINGS COMMUNITY PARK	1.33	No
KELLY BOREN MEMORIAL PARK	1.01	No
WILLOWS PARK	2.89	No
LAKEFRONT PARK AND PAVILION	0.26	No
SUNSET WATER BASIN	0.47	No
THE MAPLES GREEN SPACE	0.97	No
VINEYARD BEACH	1.90	No
OTHER BASINS	5.33	No
CITY HALL BASIN	0.77	No
TOTAL	67.06	
IMPACT-FEE ELIGIBLE	46.49	

The existing level of service for parks, for the purpose of calculating impact fees, is 2.56 acres per 1,000 persons, calculated by dividing the 46.49 eligible park acres by the 2024 population of 18,176 persons divided by 1,000.

Existing impact-fee eligible park improvements are summarized in the table below.

TABLE 5: SYSTEM PARK IMPROVEMENTS

Amenities	Eligible Units	Estimated Cost per Unit	Total Investment LOS
Impact Fee Eligible Acres	46.49	\$150,000	\$6,973,244
Mowed Acres Eligible	21.59	\$119,790	\$2,585,936
Asphalt SF Eligible	108,802.73	\$12.50	\$1,360,034
Playgrounds for kids aged 2-12	1	\$25,000	\$25,000
Playgrounds for kids aged 5-12	7	\$15,000	\$105,000
Tot lots - Playgrounds for ages 2-5	3	\$10,000	\$30,000
Basketball Courts (Outdoor, Standalone)	2	\$35,000	\$70,000
Multiuse Courts (Combined, Outdoor)	2	\$90,000	\$180,000
Tennis Court (Standalone)	1	\$90,000	\$90,000
Large Pavilions	3	\$180,000	\$540,000
Small Pavilions	2	\$90,000	\$180,000
Bike Racks	2	\$500	\$1,000
Benches	12	\$1,500	\$18,000
Trees	20	\$500	\$10,000
Restrooms	4	\$100,000	\$400,000
Fences	1	\$100,000	\$100,000

Amenities	Eligible Units	Estimated Cost per Unit	Total Investment LOS
Picnic Tables	64	\$2,500	\$160,000
Outdoor Lighting	1	\$12,500	\$12,500
Water Fountains	4	\$2,000	\$8,000
Backstop	1	\$16,500	\$16,500
TOTAL			\$12,865,214

The existing level of service for parks (land and improvements) is therefore calculated by taking the total investment/value of park improvements of \$12,865,214 and dividing by the existing population of 18,176 which results in a service level of \$707.81 per person. In addition, the City has trail investments of \$8,646,274 or a current investment of \$475.70 per capita.

TABLE 6: SYSTEM TRAIL IMPROVEMENTS

Trails	% of Total Miles	Miles	Total Investment LOS
Trail miles		20.31	
Concrete	1.0%	0.20	\$128,665
Asphalt	98.8%	20.06	\$8,474,721
Trex	0.2%	0.04	\$42,888
TOTAL			\$8,646,274

Proposed Service Levels

The City has decided to at least maintain its existing service levels for park and trail facilities. Therefore, the proposed level of service for park and trail facilities for the next ten years will be at least the same as, or greater than, the existing level of service. Impact fees for park and trail facilities, however, will only be calculated based on the existing level of service. If the City chooses to increase its service levels, it will be done through funding sources other than impact fees.

Identify Excess Capacity

The City has not identified any excess capacity in any of its parks or trail facilities. In other words, the City intends to at least maintain its existing service levels for parks and trail facilities. Therefore, it will need to build additional parks and trail facilities.

CHAPTER 3: IDENTIFY DEMANDS PLACED ON EXISTING PUBLIC FACILITIES BY NEW DEVELOPMENT ACTIVITY AT PROPOSED LEVEL OF SERVICE AND HOW THOSE DEMANDS WILL BE MET

Utah Code 11-36a-302(1)(a)(iv)(v)

Demand Placed on Facilities by New Development Activity

Park Service Levels

The following two tables show the declining service levels that will occur in the City, in terms of acreage and investment, due to the projected population growth in the next ten years if no new facilities are added. Park acres will decrease from 2.56 acres per 1,000 persons in 2024 to 1.50 acres per 1,000 residents in 2034 if no new improvements are made.

TABLE 7: IMPACTS TO PARK SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Unit Service Levels per 1000 Population if No New Facilities	Additional Park (Acres) Needed
2024	18,176		2.56	
2025	19,371	1,195	2.40	3.06
2026	20,644	1,273	2.25	3.26
2027	22,001	1,357	2.11	3.47
2028	23,447	1,446	1.98	3.70
2029	24,988	1,541	1.86	3.94
2030	26,631	1,643	1.75	4.20
2031	27,663	1,032	1.68	2.64
2032	28,735	1,072	1.62	2.74
2033	29,849	1,114	1.56	2.85
2034	31,006	1,157	1.50	2.96
Growth, 2024-2034	12,830	12,830		32.81

Park service levels will decline from \$707.81 per capita in 2024 to \$414.93 in 2034 if no new improvements are made. In order to maintain existing service levels, additional investment of over \$9 million will be necessary by 2034.

TABLE 8: IMPACTS TO PARK SERVICE INVESTMENT LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$707.81	
2025	19,371	1,195	\$664.15	\$845,836.85
2026	20,644	1,273	\$623.19	\$901,046.29
2027	22,001	1,357	\$584.76	\$960,502.60
2028	23,447	1,446	\$548.69	\$1,023,497.98
2029	24,988	1,541	\$514.86	\$1,090,740.24
2030	26,631	1,643	\$483.09	\$1,162,937.19
2031	27,663	1,032	\$465.07	\$730,463.29

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2032	28,735	1,072	\$447.72	\$758,775.82
2033	29,849	1,114	\$431.01	\$788,503.98
2034	31,006	1,157	\$414.93	\$818,939.95
Growth, 2024-2034	12,830	12,830		\$9,081,244.18

Concrete Trail Service Levels

The City has identified three types of existing trails: concrete, asphalt and trex. The following two tables show the declining service levels that will occur to concrete trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of concrete trails will decrease from 0.0112 miles per 1,000 persons in 2024 to 0.0065 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 9: IMPACTS TO CONCRETE TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		0.0112	
2025	19,371	1,195	0.0105	0.0134
2026	20,644	1,273	0.0098	0.0142
2027	22,001	1,357	0.0092	0.0152
2028	23,447	1,446	0.0087	0.0162
2029	24,988	1,541	0.0081	0.0172
2030	26,631	1,643	0.0076	0.0184
2031	27,663	1,032	0.0073	0.0115
2032	28,735	1,072	0.0071	0.0120
2033	29,849	1,114	0.0068	0.0124
2034	31,006	1,157	0.0065	0.0129
Growth, 2024-2034	12,830	12,830		0.1433

Concrete trail service levels will decline from \$7.08 per capita in 2024 to \$4.31 in 2034 if no new improvements are made. In order to maintain existing service levels, an investment of nearly \$91,000 will be necessary by 2034.

TABLE 10: IMPACTS TO CONCRETE TRAIL INVESTMENT SERVICE LEVELS DUE IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$7.08	
2025	19,371	1,195	\$6.64	\$8,459.20
2026	20,644	1,273	\$6.23	\$9,011.35
2027	22,001	1,357	\$5.85	\$9,605.97
2028	23,447	1,446	\$5.49	\$10,235.99
2029	24,988	1,541	\$5.15	\$10,908.48

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2030	26,631	1,643	\$4.83	\$11,630.52
2031	27,663	1,032	\$4.65	\$7,305.35
2032	28,735	1,072	\$4.48	\$7,588.50
2033	29,849	1,114	\$4.31	\$7,885.82
2034	31,006	1,157	\$4.15	\$8,190.20
Growth, 2024-2034	12,830	12,830		\$90,821.37

Asphalt Trail Service Levels

The following two tables show the declining service levels that will occur to asphalt trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of asphalt trails will decrease from 1.1038 miles per 1,000 persons in 2024 to 0.6471 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 11: IMPACTS TO ASPHALT TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		1.1038	
2025	19,371	1,195	1.0357	1.3191
2026	20,644	1,273	0.9719	1.4052
2027	22,001	1,357	0.9119	1.4979
2028	23,447	1,446	0.8557	1.5961
2029	24,988	1,541	0.8029	1.7010
2030	26,631	1,643	0.7534	1.8136
2031	27,663	1,032	0.7253	1.1392
2032	28,735	1,072	0.6982	1.1833
2033	29,849	1,114	0.6722	1.2297
2034	31,006	1,157	0.6471	1.2771
Growth, 2024-2034	12,830	12,830		14.1622

Asphalt trail service levels will decline from \$466.26 per capita in 2024 to \$273.33 in 2034 if no new improvements are made. In order to maintain existing service levels, an investment of nearly \$6 million will be necessary by 2034.

TABLE 12: IMPACTS TO ASPHALT TRAIL INVESTMENT SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$466.26	
2025	19,371	1,195	\$437.50	\$557,179.33
2026	20,644	1,273	\$410.52	\$593,547.52
2027	22,001	1,357	\$385.20	\$632,713.26

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2028	23,447	1,446	\$361.44	\$674,210.30
2029	24,988	1,541	\$339.15	\$718,504.89
2030	26,631	1,643	\$318.23	\$766,063.29
2031	27,663	1,032	\$306.36	\$481,179.14
2032	28,735	1,072	\$294.93	\$499,829.49
2033	29,849	1,114	\$283.92	\$519,412.36
2034	31,006	1,157	\$273.33	\$539,461.49
Growth, 2024-2034	12,830	12,830		\$5,982,101.07

Trex Trail Service Levels

The following two tables show the declining service levels that will occur to trex trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of trex trails will decrease from 0.0022 miles per 1,000 persons in 2024 to 0.0013 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 13: IMPACTS TO TREX TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		0.0022	
2025	19,371	1,195	0.0021	0.0027
2026	20,644	1,273	0.0020	0.0028
2027	22,001	1,357	0.0018	0.0030
2028	23,447	1,446	0.0017	0.0032
2029	24,988	1,541	0.0016	0.0034
2030	26,631	1,643	0.0015	0.0037
2031	27,663	1,032	0.0015	0.0023
2032	28,735	1,072	0.0014	0.0024
2033	29,849	1,114	0.0014	0.0025
2034	31,006	1,157	0.0013	0.0026
Growth, 2024-2034	12,830	12,830		0.0287

Trex trail service levels will decline from \$2.36 per capita in 2024 to \$1.38 in 2034 if no new improvements are made. In order to maintain existing service levels, additional investment of over \$30,000 will be necessary by 2034.

TABLE 14: IMPACTS TO ASPHALT TRAIL INVESTMENT SERVICE LEVELS DUE IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$2.36	

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2025	19,371	1,195	\$2.21	\$2,819.73
2026	20,644	1,273	\$2.08	\$3,003.78
2027	22,001	1,357	\$1.95	\$3,201.99
2028	23,447	1,446	\$1.83	\$3,412.00
2029	24,988	1,541	\$1.72	\$3,636.16
2030	26,631	1,643	\$1.61	\$3,876.84
2031	27,663	1,032	\$1.55	\$2,435.12
2032	28,735	1,072	\$1.49	\$2,529.50
2033	29,849	1,114	\$1.44	\$2,628.61
2034	31,006	1,157	\$1.38	\$2,730.07
Growth, 2024-2034	12,830	12,830		\$30,273.79

Identify the Means by Which the Political Subdivision Will Meet the Growth Demands

The City will need to acquire additional park and trail, facilities in order to maintain its existing service levels. Through an extensive master planning process that has included significant public input, the City has identified the following types of projects that may be undertaken in the future:

- Skate Park
- Disc Golf Course
- Community Center with 3 Indoor Basketball Courts
- Dog Park
- 4 Baseball Diamonds
- 4 Pickleball Courts
- 2 tennis courts
- 2 Regulation-sized Soccer Fields with lights
- Ninja Warrior Course
- Indoor Recreational Facilities
- Outdoor Recreational Facilities
- Trails

CHAPTER 4: CONSIDERATION OF ALL REVENUE SOURCES

Utah Code 11-36a-302(2)

Grants. The City is unaware of any potential grant sources for future park and trail developments. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees.

The City has no knowledge of any future parks or trails gifts that will be received by the City. Further, the City has conservatively excluded any gifted properties, or properties acquired through grant funds, in establishing its level of service used in the calculation of impact fees.

Bonds. The City has no outstanding bonds for parks, trails, or recreation; therefore, no credits for bonds will need to be considered in the calculation of impact fees.

Interfund Loans. The City currently has no plans to purchase park, recreation, or trail facilities through any interfund loans and has not done so in the past

Transfer from General Fund. To the extent that the City is able to generate net revenues in its General Fund, it may choose to transfer all or a portion of the net revenues to the City's capital fund. It is most likely that, if net revenues should be generated for park facilities, they will be used to raise existing service levels rather than offset the demands generated by new development which is anticipated to be offset with impact fees.

Impact Fees. Because of the growth anticipated to occur in the City, impact fees are necessary and are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis for Parks and Trails may be prepared and the City may charge impact fees for Parks and Trails.

Anticipated or Accepted Dedications of System Improvements. Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the City before construction of the improvements.

CERTIFICATION

Zions Bank Public Finance certifies that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
3. Offsets costs with grants or other alternate sources of payment; and
4. Complies in each and every relevant respect with the Impact Fees Act.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 26, 2025

Agenda Item: PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-11)

Department: Finance

Presenter:

Background/Discussion:

Vineyard City occasionally updates the Consolidated Fee Schedule to adapt to changing costs. The changes proposed today include Parks and Recreation Facilities impact fee, removal of the "at no fault" replacement can fee, as well as housekeeping type clarifying words and statements.

Fiscal Impact:

N/A

Recommendation:

Staff Recommends approving the Consolidated Fee Schedule amendments as presented.

Sample Motion:

I move to adopt Resolution 2025-11 as presented.

Attachments:

1. RES 2025 -11 Consolidated Fee Schedule Amendments
2. Consolidated Fee Schedule Amendment 03.26.25 Final Draft

RESOLUTION NO. 2025-11

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 26th day of March 2025 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 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 26th day of March 2025.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder





Consolidated Fee Schedule 2024-2025 Fiscal Year

Administrative	2
Recreation.....	3
Utilities	5
Sanitation	6
Facilities Rental	6
Special Event Permit.....	8
Code Enforcement Fees.....	8
Business Licensing	9
Land Use Applications	10
Building Permit Fees	13
Building Inspection Fees	14
Impact Fees	15
Pass-Through Fees	15
Water Meter &Connection Fees	16

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	\$14
Colored Map Copies – 8 ½ 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
Candidate Late Financial Disclosure Statement	\$50
City Offense Fines	Class B misdemeanor—not to exceed \$1,000 Class C misdemeanor or infraction—not to exceed \$750
Sixteen-Year-Old Curfew (Class C)	\$75
Eighteen-Year-Old-Curfew (Class C)	\$75
Parent Liability (Class C)	\$125
Prohibited Travel on Trails (Infraction)	\$40
Leash Requirement (Infraction)	\$40
Sleeping on Public Property (Class C)	\$75
Camping Prohibited (Class C)	\$75
Unlawful Parking (Infraction)	\$40
Parking w/Snow Present (Infraction)	\$40
Driving or Riding on Sidewalk (Infraction)	\$40

Engine Brake Restriction (Class C)	\$75
Hours of Operation (Infraction)	\$75
Fires and Campfires (Class C)	\$125
City Council-Designated Local Residential Streets	\$20 Per Permit
City Council-Designated Amenity Roads	\$60

RECREATION FEES

Adult Pickleball	\$50 - Team
Adult Soccer	Team - \$500 Individual - \$50
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50 - Individual
Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100 - Individual
E-Sports	\$50 - Individual
Pickleball Tournament	Team - \$30 Individual - \$15
Race Registration	5k/10k - \$25 Kids 1k - \$10 Family Rate \$55 per household Group Rate - \$20 per person
Race T-Shirts	\$10 - Individual
Senior Program	\$50 - Individual
Spikeball Tournament	Team - \$30 Individual - \$15



Sports Trivia/Fantasy Class	\$50 - Individual
Pee-Wee Sports Clinic	\$60 - Individual
Youth Arts	\$50 - Individual
Youth Baseball Clinic	\$50 - Individual
Youth Basketball Clinic	\$55 - Individual
Youth Coach Pitch	\$55 - Individual
Youth Street Hockey League	\$65 - Individual
Youth pickleball League	\$100 - Individual
Wiffleball Tournament	\$100 - Team
Youth Flag Football	\$70 - Individual
Youth Jr Jazz Basketball	\$100 - Individual
Youth Kickball	\$50 - Individual
Youth Machine Pitch	\$70 - Individual
Youth Pickleball Programs	\$50 - Individual
Youth Soccer Programs	\$75 - Individual
Youth T-Ball	\$55 - Individual
Youth Tennis Clinic	\$50 - Individual
Youth Ultimate Frisbee	\$50 - Individual
Youth Volleyball	\$90 - Individual
Youth Wrestling	\$50 - Individual
Bingo	\$10 - Individual
Additional Non-Resident Fee	Team - \$50 Individual - \$10
Late Registration	\$50 – Team \$10 - Individual
Recreation Program Cancellation Fee	Up to 100% of Registration Cost



UTILITY USE FEES*

Water Base Rate ¾" Meter	\$30.99 first 5,000 gallons
Water Base Rate 1" Meter	\$43.39 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$55.79 first 5,000 gallons
Water Base Rate 2" Meter	\$89.88 first 5,000 gallons
Water Base Rate 3" Meter	\$340.90 first 5,000 gallons
Water Base Rate 4" Meter	\$442.14 first 5,000 gallons
Water Base Rate 6" Meter	\$650.81 first 5,000 gallons
Water Base Rate 8" Meter	\$867.74 first 5,000 gallons
Water Multi-Family Residential Base Rate	\$18.20 per unit
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+)	\$2.03 per 1,000 gallons \$2.32 per 1,000 gallons \$2.86 per 1,000 gallons \$3.15 per 1,000 gallons
Commercial Water Usage Rates: Tier 1 (5,001 – 30,000) Tier 2 (30,001 – 100,000) Tier 3 (100,001+)	\$2.03 per 1,000 gallons \$2.86 per 1,000 gallons \$3.15 per 1,000 gallons
Sewer Base Rate	\$18.30 per month
Sewer Multi-Family Residential Base Rate	\$10.20 per unit per month
Sewer Usage Rate	\$5.97 per 1,000 gallons
Transportation Utility	\$3.50 Per ERU
Storm Water Utility	\$6.50 Per ERU
*Non-Vineyard Resident & Business Fee	Rate X2



Collections For Any Unpaid Utility Bill , Fees, or Civil Penalties	May be subject to collections if payment has not been made within 30 days of the due date at the cost of the resident
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SANITATION FEES

90-Gallon Residential Can	\$16.25
Second 90-Gallon Residential Can	\$10
Recycling Can	\$7.50
Replacement Can	\$90
Replacement Can — no fault	\$45

FACILITIES RENTAL FEES

Council Chambers Rental	\$75 per hour for Resident, \$150 per hour for Non-Resident
Council Chambers Cleaning Deposit	\$75 for Resident, \$150 for Non-Resident
Small Park Pavilion Rental	\$40 for Resident, \$80 for Non-Resident
Small Park Pavilion Cleaning Deposit	\$40
Large Park Pavilion Rental	\$75 for Resident, \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75
Special Event Rental Deposit	\$300
Multi-Day Special Event Rental Deposit	\$500 per day
Pavilion Rental Cancellation Fee	Up to 100% of reservation cost
Hourly Field Rental at Gammon Park (Monday—Thursday)	\$300 Deposit + \$20 for Residents, \$40 for Non-Resident or Holiday Reservations
4 Hour Field Rental at Gammon Park (Monday—Thursday)	\$300 Deposit + \$75 for Residents, \$150 for Non-Resident or Holiday Reservations
Hourly Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$30 for Residents, \$60 for Non-Residents or Holiday Reservations
4 Hour Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$100 for Residents, \$200 for Non-Residents or Holiday Reservations
All other parks, Single Soccer Hourly Field Rental (Monday – Thursday)	\$300 Deposit + \$40 for Residents, \$80 for Non-Resident or Holiday Reservations



All other parks, Single Soccer 4 Hour Field Rental (Monday – Thursday)	\$300 Deposit + \$150 for Residents, \$300 for Non-Resident or Holiday Reservations
All other parks, Single Soccer Hourly Field Rental (Weekend)	\$300 Deposit + \$60 for Residents, \$120 for Non-Residents or Holiday reservations
All other parks, Single Soccer 4 Hour Field Rental (Weekend)	\$300 Deposit + \$200 for Residents, \$400 for Non-Residents or Holiday reservations
Hourly Rental per Soccer Goal Set	\$10 for Residents, \$20 for Non- Residents
Hourly Rental per Soccer Corner Flag Set	\$10 for Residents, \$20 for Non- Residents
Court Rental	\$25 per hour per court
Pickleball Net Rental	\$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to \$300
Non-Existing Line Painting – Per Field	1-499 Feet - \$100 500-999 Feet - \$150 1500+ Feet - \$200
Remarking Line Painting – Per Field	1-499 Feet - \$50 500-999 Feet - \$60 1500+ Feet - \$80

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
Children's Market	\$25



Vineyard Days Vendors	\$100
Boo-A-Palooza Vendor Fee	\$50
Bounce House Deposit	\$100
Food Truck Vendor	\$50-100
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)	City staff per person- \$35 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
Illegal Trash Dumping	\$250
Code Violation by City (via Contract Services)	Cost plus 10%

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 (Based In Vineyard)	\$25
Retail	\$215
Service Related	\$150
Fire Inspection	Equal to Orem Fire's fee as dictated in Orem City's Fee Schedule
Accessory Dwelling Unit Re-Inspection Fee	\$85
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
Itinerant Merchant	\$50



Itinerant Merchant Refundable Deposit	\$300
Towing/Parking Enforcement Qualification	\$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	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	\$1,010 + \$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 = \$2,663 < 10 acres = \$500
Planned Unit Development	\$1,000



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	\$1,000
Land Use Text Amendment	\$1,000
Land Use Map Amendment	\$1,000
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
Special Planning Commission Meeting	\$390 per meeting
Water Sampling	Lab Cost + 10% & \$300
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Site Plans Technical Review	\$1,500 per application, first 50 plan sheets. Up to 3 revisions
Additional Site Plan Technical Review	\$65 per additional plan sheet or each sheet after 3 rd revision
Engineering/Public Works Inspection/Service Fees – Subdivision-Related	3% of certified bid tabulation, approved by Engineering Office
Engineering/Public Works Inspection/Service Fees – Non- Subdivision Related	\$150 per hour
Engineering/Public Works Re-Inspection Fees	\$150 per hour, 2-hour minimum



After Hours Engineering/Public Works (M-F between 5pm and 8am OR Saturdays, Sundays)	\$300 per hour, 2-hour minimum
New Street Light Install Fee	\$10,000 per light
Street Sign Fee	Cost plus 10%
Demolition	\$500 plan review fee
Encroachment Permit	\$150 plus \$1 per square foot of disturbed asphalt
Driveway Approach in Public Right-of- Way Inspection Fee (after Encroachment Permit)	\$250 for up to 2 inspections \$150 per reinspection
Vacuum Truck	\$250/hour, minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 plus \$150 per hour
Infrastructure Construction Bond	Bond/Escrow account as determined by bid tabulation 110% Performance 10% Warranty
Final Grading Residential Lot Bond	\$1,000 up to 1 acre, \$500 each additional half acre
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure Application	\$50 per Road Segment Plan Review Fee
City Barricades for Road Closure, if approved by the Public Works Director	\$150 Application Fee, \$75 per barricade per day. \$100 refundable deposit per set of barricades
Repair to Damaged Public Infrastructure (All Streets or Utilities) by Contract	Cost plus 10% Administrative Fee
Red Curb Request Application	\$50
Red Curb Paint	\$3 per linear feet
Address Change Request/ ADU Secondary Address Request*	\$150

*Does not include Cost of Additional Physical Mailbox charged to Property Owner by USPS



Diameter < or = 1"	\$500 per tree
Diameter > 1" and < or = 2"	\$750 per tree
Diameter > 2" and < or = 3"	\$950 per tree
Diameter > 3"	Cost assessed by City Arborist, minimum of \$1200 per tree

BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1 to \$1,300	\$86
\$1,301 to \$2,000	\$86 for the first \$1,300; plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$107 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	\$525 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	\$1,065 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	\$3,865 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000



\$5,000,001 and over	\$20,354 for the first \$ 5,000,000; plus \$2 for each additional \$1,000 or fraction thereof
Residential Plan Review	65% of Building Permit Fee
Commercial Plan Review	65% of Building Permit Fee
Simple/Duplicate Plan Review	25% 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	\$75 per hour, two-hour minimum
Re-inspection	\$75 per hour
Inspection for which no specific fee is indicated	\$75 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	See Business License Fees
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 may be found on the City's Website)

Sewer Facilities	Area A - \$539 per ERU
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Per Equivalent Residential Unit (ERU) ^{1,2}	• Area B - \$2,391 per ERU • Area C/RDA - \$539 per ERU
Culinary and Irrigation Water Systems Per ERU ^{1,3}	• Area A - \$873 per ERU • Area B (RDA) - \$521 per ERU
Roadway Facilities Per Trip End Unit based on ITE	• Area A - \$3,586 per Trip End • Area B (RDA) - \$1,286 per Trip End
Storm and Ground Water Per ERU ^{1,4}	• Area A - \$222 per ERU • Area B - \$337 per ERU • Area C - \$237 per ERU
Parks and Recreation Facilities	\$3422.88 Per Household⁵

¹ ¾ inch water connection is 1 ERU

² Additional fees may apply to units with more than 5 bathroom equivalent drains

³ Additional fee may apply to certain high water uses (e.g., Car Wash) without water reduction measures in place

⁴ Additional fee may apply to certain sites if above city's maximum impervious area requirement

⁵ Household as defined by US Census Bureau

PASS THROUGH FEES

Timpanogos Special Service District	Equal to District's impact fee as dictated current Impact Fee Facilities
Orem Water Reclamation	Equal to Orem City's impact fee as dictated by the current Impact Fee
Orem Water Rights	Equal to Orem City's Water Rights as -to-

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 METER & CONNECTION FEES

¾" Water Meter & Connection Fee	\$580
1" Water Meter & Connection Fee	\$795
1½" Water Meter & Connection Fee	\$1,240
2" Water Meter & Connection Fee	\$1,930
Water Meter Reconnect Fee	\$50
After Hours Fee (between 5pm and 8am)	Reconnect Fee plus \$150
Utility/Hydrant Meter Application Fee	\$20
Fire Hydrant Meter Rental Deposit	\$2100
Residential Daily Rental Rate – Fire Hydrant Meter (Residence Must have Certificate of Occupancy)	\$10 daily rental fee - Water will be billed at the residential water usage rate as shown on utility use fees
Water Usage Rate – Fire Hydrant Meter	Monthly rental rate will be at the base rate of a 3" meter with water usage to be billed at commercial water usage rates and will be billed monthly
Residential Construction Water	\$100 minimum
Non-Residential Construction Water	\$100 minimum
Unauthorized Connection to System	\$2,000 per occurrence
Unauthorized Opening of Meter Box	\$250 + \$300 for a min. of 2 hours of staff time
Water Main Flushing	Per commercial rate at 3x pipe volume per occurrence & \$150 per hour per utility tech