



**NOTICE OF A SPECIAL SESSION OF
THE VINEYARD CITY COUNCIL
February 21, 2024, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a Special Session on Wednesday, February 21, 2024, at 6:00 p.m., in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

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

2. WORK SESSION /PRESENTATIONS /RECOGNITIONS /AWARDS /PROCLAMATIONS

2.1 WORK SESSION – Zoning Text Amendment – Landscaping Code

City Attorney Jayme Blakesley will present a Zoning text amendment to the landscaping code.

2.2 PRESENTATION – Pavement Condition Assessment

Public Works Director Naseem Ghandour will present the results of the citywide Pavement Condition Assessment completed by Horrocks Engineering

3. PUBLIC COMMENTS

(15 minutes)

“**Public Comments**” is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to two minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

Please submit written public comments by noon of the meeting date to heidij@vineyardutah.org.

4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

5.1 Neighborhood Community Services

6. CONSENT ITEMS

- 6.1 Approval of the December 6, 2023, Joint Planning Commission and City Council Meeting
- 6.2 Approval of the January 24, 2024, City Council Meeting Minutes
- 6.3 Approval of a Background Check Policy for Coaches (Resolution 2024-04)
- 6.4 Approval of a bid award for the Stormwater Master Plan (Resolution 2024-05)
- 6.5 Approval of Utah Premier Events Alcohol License
- 6.6 Approval of a Scholarship Program for Parks and Recreation's Sports Programs (Resolution 2024-06)

7. APPOINTMENTS

7.1 Vineyard Bicycle Commission

With the advice and consent of the City Council, Mayor Fullmer will appoint Jim Price as a member and Chris Wiltsie as an alternate member to the Bicycle Advisory Commission.

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

Planner, Anthony Fletcher will present an award to the Bicycle Advisory Commission.

9. BUSINESS ITEMS

9.1 PUBLIC HEARING –Budget Amendment Resolution 2024-01

(This item was continued from the January 10, and January 24, 2024, City Council Meetings.)

City Manager, Eric Ellis, will present proposed amendments to the Fiscal Year 2023-2024 Budget. The mayor and city council will act to adopt (or deny) this request by resolution. *(A public hearing was held on this item during the January 10, 2024, City Council Meeting.)*

9. 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](#);

10. ADJOURNMENT

The next regularly scheduled meeting is on Wednesday, March 13, 2024.

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's Office at least 24 hours prior to the meeting by calling (385) 338-5183 or (385) 326-2123.

I the undersigned Deputy Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: February 20, 2024

CERTIFIED (NOTICED) BY: /s/ Heidi Jackman
HEIDI JACKMAN, DEPUTY RECORDER

Meeting Date: February 21, 2024

Agenda Item: 2.2 Vineyard City's Pavement Preservation

Program Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion:

Explore the economic, environmental, and quality of life benefits of proactive pavement maintenance in our presentation, "Preserving Our Pavement Infrastructure: A Comprehensive Approach." Emphasizing extended roadway lifespan, reduced maintenance costs, and heightened community safety, we'll discuss cost-effective preservation techniques and share case studies. Engage in a collaborative Q&A session to address specific concerns and highlight the significance of pavement preservation for sustaining infrastructure and enhancing community well-being.

Conclusion:

Investing in pavement preservation is vital for a city's sustainability. Proactive maintenance extends road lifespan, lowers costs, and enhances safety, aligning with economic and environmental goals. Prioritizing pavement preservation fosters resilient community landscapes, benefiting residents and the environment.

Funding:

None

Recommendation: None

Sample Motion: None

Attachments:

1. Presentation Slides

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3 **MINUTES OF A JOINT AND REGULAR SESSION**
4 **OF THE VINEYARD PLANNING COMMISSION**
5 **December 6, 2023, at 6:00 PM**
6

7 **Planning Commission Present**

8 Chair Bryce Brady

9 Vice Chair Tay Gudmundson

10 Commissioner Chris Bramwell

11 Commissioner Brad Fagg

12 Commissioner Graden Ostler

City Council Present

Mayor Fullmer

Councilmember Tyce Flake

Councilmember Amber Rasmussen

Councilmember Mardi Sifuentes

Councilmember Cristy Welsh

13
14 **Staff Present:** City Manager Eric Ellis, City Attorney Jayme Blakesley, Lieutenant Holden
15 Rockwell with the Utah County Sheriff's Office, Finance Director David Mortensen,
16 Community Development Director Morgan Brim, Planner Cache Hancey, Public Works Director
17 Naseem Ghandour, Environmental Utilities Manager Sullivan Love, City Recorder Pamela
18 Spencer, Deputy Recorder Heidi Jackman

19
20 **Others speaking:** Residents Daria and Russell Evans, Carolyn Snowden, Shawn Herring, Ryan
21 Holdaway, Terry Ewing, Jim McGill, Jacob Holdaway, Sherrie Kaye Miller, Mike Cox, Keith
22 Holdaway, Sara Cameron, Tristy Lee, David Lauret, Tim Heaton, and Kim Cornelius; Pete
23 Evans, Nate Hutchinson, Mac Woodbury, and Bronson Tatton with Anderson Geneva and
24 Flagborough; Mike Olsen with Home Center Construction; and Steve Borup with Dakota Pacific

25
26 **1. CALL TO ORDER/ INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF**
27 **ALLEGIANCE**
28

29  Chair Brady opened the meeting at 6:30 PM. Commissioner Ostler led the Pledge of
30 Allegiance and gave the invocation.
31


32 **2. JOINT SESSION WITH CITY COUNCIL**

33 **2.1 PUBLIC HEARING – Zoning Text Amendment – Medical and Commercial Uses**

34 The addition of Medical and Commercial uses is proposed for the Flex Office Industry
35 (FOI), Industrial Zone (I-1), Regional Commercial (RC), and Downtown Vineyard –
36 Town Center (TC) Districts. The sections of the Zoning Code under consideration will
37 include:


- 38 • VZC15.12.050 District Use Table
- 39 • Special Purpose Zoning District 3 – Downtown Vineyard (Town Center)

40 The mayor and City Council will act to adopt (or deny) this request by ordinance.
41


42  **Motion:** COMMISSIONER BRAMWELL MOVED TO OPEN THE PUBLIC HEARING
43 AT 6:32 PM. COMMISSIONER GUDMUNDSON SECONDED THE MOTION. ROLL CALL
44 WENT AS FOLLOWS: CHAIR BRADY, COMMISSIONERS GUDMUNDSON, FAGG,
45 BRAMWELL, AND OSTLER VOTED YES. THE MOTION CARRIED UNANIMOUSLY.
46

47  Community Development Director, Morgan Brim, gave an overview of the zoning text
48 amendments.


49

50  Chair Brady opened public comment.


51

52  Resident Daria Evans, living in The Villas, asked about the education facilities and if that
53 meant no public schools.


54

55  Chair Brady stated that there would be no residential in these areas. Mr. Brim clarified the
56 reason for not having residential in these areas.


57

58  Ms. Evans asked about meeting environmental standards for all uses. Mr. Brim replied that
59 anything built there would have to meet the Department of Environmental Quality (DEQ)
60 required levels of cleanliness.


61

62  Chair Brady clarified that it would have to meet the DEQ standards.

63

64  Mayor Fullmer asked Mr. Brim to explain what had already been cleaned up to a residential
65 standard. Mr. Brim explained the areas and what had been cleaned up and what had not.

66

67  Pete Evans with Anderson Geneva explained that the area was designated in to three
68 different areas and that not everything had been cleaned up. He gave an overview of each of the
69 areas.


70

71  Resident Carolyn Snowden, asked about the cleanup process. Mr. Evans explained the
72 process.

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74  Mr. Brim suggested the property owners have a work session with the Planning
75 Commission.

76


77  **Motion:** COMMISSIONER GUDMUNDSON MOVED TO CLOSE THE PUBLIC
78 HEARING AT 6:54 PM. COMMISSIONER BRAMWELL SECONDED THE MOTION.
79 ROLL CALL WENT AS FOLLOWS: CHAIR BRADY, COMMISSIONERS GUDMUNDSON,
80 FAGG, BRAMWELL, AND OSTLER VOTED YES. THE MOTION CARRIED
81 UNANIMOUSLY.

82


83 **2.2 PUBLIC HEARING – Homesteads Pod 1 Live/Work Development Agreement**


84 Community Development Director Morgan Brim will present the Homesteads Pod 1
85 Live/Work Development Agreement. The Mayor and City Council will act to adopt (or
86 deny) this request by resolution.


87


88  **Motion:** COMMISSIONER GUDMUNDSON MOVED TO OPEN THE PUBLIC
89 HEARING AT 6:54 PM. COMMISSIONER BRAMWELL SECONDED THE MOTION.
90 CHAIR BRADY, COMMISSIONERS BRAMWELL, FAGG, GUDMUNDSON, AND
91 OSTLER VOTED YES, THE MOTION CARRIED UNANIMOUSLY.


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 Mr. Brim gave a brief summary.


 Mike Olsen with Home Center Construction explained the original development agreement. He further explained that the live/work units were discussed in 2020. He stated that he had not increased anything with the units. The amendment would include agreed upon uses. He reviewed some of those uses. He said they had started to look at rebuilding Vineyard Road to gain additional parking spaces. He mentioned that they were about four (4) years out from build out in this area.


 Mr. Brim explained that all residents would be allowed to use the clubhouse. The development would include a dog run, and the Kelly Boren Memorial Park was currently a city park and was requesting to give back to the developer/HOA. The eastside would include public parking spaces along the trail next to the railroad tracks.


 Chair Brady asked about the two parks and if they could swap them. Mr. Olsen said that they could look into it. Mr. Brim explained that it was a dog run not a dog park. He also explained that they would have to reengineer the park because it was programmed as a detention basin. Chair Brady asked about the street parking. Mr. Olsen explained how parking would work and a discussion ensued. Mr. Brim explained what they would do if the development was approved. Commissioner Bramwell expressed his concerns with the use and if there would be enough parking. Mr. Brim explained that they already had adequate parking and were adding additional public parking. The discussion continued.


 Chair Brady asked about the safety with the parking and people using the trail. Mr. Olsen replied that his engineer had no concerns. He mentioned that they were adding crosswalks in that area as well.


 Commissioner Gudmundson asked about the letters from the engineers and stated that they did not mention the impact of cars pulling out. Mr. Olsen explained the road was not wide enough for reverse parking. A discussion ensued.


 Resident Shawn Herring asked about ownership of the live/work units. He expressed his concerns with the amount of parking allotted for the live/work units.


 Resident Ryan Holdaway expressed his concerns with parking on Vineyard Road. He suggested that they have parking spaces onsite.


 Resident Terry Ewing, living in the Villas subdivision, requested that in the units they could have two or three places that were working successfully.

 Resident Jim Miguel, living in the Sleepy Ridge subdivision, expressed concerns about The Homestead Pod Developer Agreement being signed in 2011, density and owner occupancy requirements.


 Ms. Evans asked about the capacity of the new Vineyard Road and the density in the development. She asked about the number and design of the crosswalks.

140  Resident Russell Evans, living in The Villas subdivision, felt that the proposal was flawed
141 and expressed his concerns.
142

143  **Motion:** COMMISSIONER BRAMWELL MOVED TO CLOSE THE PUBLIC HEARING
144 AT 7:31 PM. COMMISSIONER GUDMUNDSON SECONDED THE MOTION. ROLL CALL
145 WENT AS FOLLOWS: CHAIR BRADY, COMMISSIONERS GUDMUNDSON, FAGG,
146 BRAMWELL, AND OSTLER VOTED YES. THE MOTION CARRIED UNANIMOUSLY.
147

148  Chair Brady reviewed the questions and discussed them with Mr. Olsen. The following
149 information was relayed:


- 150 • Live/work units would be owner occupied and managed.
- 151 • Employee parking, the flex space was only 35 square feet and could limit the number of
152 employees.
- 153 • There would be separation from the live/workspaces. There would be a door between the
154 live/workspaces.
- 155 • A possibility of having off-street parking. Mr. Olsen replied he would need to reevaluate
156 the site plan, that they have already added additional parking to the development.
- 157 • Property rights are rights that residents and developers have.
158


159  City Attorney Jayme Blakesley gave input to the concerns of the residents.
160


161  Chair Brady resumed answering the questions and explained what the development had done
162 with their live/work units.
163

164 **2.3 PUBLIC HEARING – East Geneva Land Donation and Development Agreement**


165 Anderson Geneva, LLC, is requesting approval of a land donation and development
166 agreement between Vineyard City, Utah, The Vineyard Redevelopment Agency, and
167 Anderson Geneva, LLC, for the following parcel numbers: 17:019:0047, 38:437:0001,
168 38:437:0002, 17:022:0006, and 46:870:0004. The Mayor and City Council will act to
169 adopt (or deny) this request by resolution.
170


171  **Motion:** COMMISSIONER GUDMUNDSON MOVED TO OPEN THE PUBLIC
172 HEARING AT 7:39 PM. COMMISSIONER BRAMWELL SECONDED THE MOTION.
173 CHAIR BRADY, COMMISSIONERS BRAMWELL, FAGG, GUDMUNDSON, AND
174 OSTLER VOTED YES, THE MOTION CARRIED UNANIMOUSLY.
175


176  Mr. Blakesley explained that there were two separate agreements. The substance was still
177 the same and it did not affect the city's rights.
178


179  Mr. Evans explained the reason for the separation. They were still committed to donate the
180 right-of-way that would be needed for the Mill Road extension. He mentioned that buildout was
181 years out.
182


183  Mr. Evans gave a brief explanation of the agreements.
184


185  Nate Hutchinson with Flagborough, explained that they would be installing the
186 infrastructure and not asking to change any zoning.
187


188  Chair Brady asked what the impact would be if they did not approve this tonight. Mr. Brim
189 replied that they had several medical uses that would like to come into this area. A discussion
190 ensued.


191
192  There was a discussion about zoning. Mr. Evans reiterated that they were not asking to
193 change the zoning. The discussion continued.


194
195  Commissioner Bramwell asked how this development agreement overlapped with the Public
196 Infrastructure Development (PID) notice that went out to the people affected, and the tax revenue
197 impact. Mr. Hutchinson explained that they were separate and had nothing to do with the
198 development. Mr. Hutchinson explained what a PID was. A discussion ensued.


199
200  Chair Brady asked for clarification. A discussion ensued regarding the vesting of the zoning
201 for the area. The inland port and PID would be acted on in the next meeting.


202
203  Ms. Evans asked what an MAI appraisal was and if they did this land donation, what would
204 that entail.


205
206  Mr. Herring asked how the approval tonight affected next week's approvals. Mr. Blakesley
207 explained the different actions and that would not affect the city's rights. He gave a brief
208 overview of what a PID was. Mr. Pete Evans explained that the things for next week would not
209 affect the land use.


210
211  Mr. Miguel asked if there was a land use map for the area in red and how many acres. Mr.
212 Brim told him there were just over 300.


213
214  Resident Jacob Holdaway, living on Holdaway Road, reviewed his election experience and
215 expressed his concerns with vesting these items before he was sworn in. He added that he was
216 disappointed that the conversation was misinformation and wanted to improve public dialogue.

217
218  Chair Brady stated that when they discuss the zoning text amendment for medical and
219 commercial uses to think about the areas and what they are asking them to approve. Now is the
220 opportunity to address any concerns.


221
222  Resident Sherrie Kaye Miller, living on Holdaway Road, expressed her concerns with the
223 speed that these items were being pushed through. She felt that they needed more public input
224 and notice before approving these items.

225
226  Resident Mike Cox, living in the Providence subdivision, agreed that the process had been
227 rushed. He wanted each member of the council and commission to publicly state when they first
228 heard about the inland port.


229
230  Chair Brady spoke about the area being discussed and rushing things through. He mentioned
231 that the General Plan had been around for a while and the map on the General Plan showed these
232 plans. He said that what they were discussing now was not the port authority. Chair Brady said
233 he learned about it when it was noticed as a public hearing.

234
235  Resident Keith Holdaway, living on Holdaway Road, gave a background on the area as a
236 future tax base and are able to collect every tax dollar. He expressed his concerns with density.


237

238  Mr. Miguel felt that at this point they needed to have detailed conversations about what they
239 wanted. He expressed his concerns with what was being presented tonight.


240

241  Chair Brady stated that this item was not new, and they did not learn about this on Monday.
242 Commissioner Gudmundson stated that the items being discussed were items they already knew
243 about.


244

245  Mr. Ryan Holdaway stated that it was a new developer asking for vested rights and as a city
246 they should have the right to say it might not be in our best interest any longer. Chair Brady
247 replied that with vested rights, the city cannot initiate a zoning change. It protects the developer
248 when they are finding businesses.


249

250  Resident Sara Cameron, living in the Parkside subdivision, asked for clarification on land
251 donation and if it had to be decided tonight. Her other concern was about the railroad tracks.
252 Chair Brady asked what her concerns were for FOI and RC zoning. Ms. Cameron said she had
253 no concerns at this point as she was still learning about it and would like more time. A discussion
254 ensued.


255

256  Commissioner Gudmundson clarified that the Planning Commission was not an elect body
257 and not political.


258

259  Resident Tristy Lee, living in The Garden, asked why they could not make these decisions in
260 smaller proposals.


261

262  Mr. Jacob Holdaway talked about what past councilmembers had done to vest the right to
263 the land. He felt that they should wait a few months so they can make more informed motions.

264

265  Resident David Lauret, living on Holdaway Road, thanked the commission for handling the
266 mission and listening to the public. He felt that there had been nothing in the presentations that
267 were objectionable but that the issue was that they were rushing to make decisions.


268

269  **Motion:** COMMISSIONER GUDMUNDSON MOVED TO CLOSE THE PUBLIC
270 HEARING AT 8:27 PM. COMMISSIONER BRAMWELL SECONDED THE MOTION.
271 ROLL CALL WENT AS FOLLOWS: CHAIR BRADY, COMMISSIONERS GUDMUNDSON,
272 FAGG, BRAMWELL, AND OSTLER VOTED YES. THE MOTION CARRIED
273 UNANIMOUSLY.

274

275  Chair Brady announced a 3-minute break.

276

277  Chair Brady reviewed the questions asked during the public hearing and asked Mr.
278 Hutchinson to address the answers. Mr. Hutchinson explained that an MAI appraisal was as an
279 appraisal from a firm who had a license to do the appraisal. He noted that they did not have
280 to donate the land to the city, but that they are. He explained that the maintenance of the road
281 would be done by the city and that they are making smaller parcels due to it being inappropriate
282 to approve the whole unit by the end of the year. A discussion followed.

283

284  Chair Brady opened the regular Planning Commission session at 8:42 PM

285

286 **REGULAR SESSION**

287 **3. OPEN SESSION**


288  Chair Brady opened and closed the public session as there were no public comments.


289
290 **4. CONSENT ITEMS**

291 [4.1 Approval of the April 19, 2023 PC Meeting Minutes](#)

292 [4.2 Approval of the August 16, 2023 PC Meeting Minutes](#)

293 [4.3 Approval of the November 29, 2023 PC Meeting Minutes](#)

294
295  Chair Brady presented the consent items for approval with a correction to the spelling of his
296 name.

297
298  **Motion:** COMMISSIONER GUDMUNDSON MOVED TO APPROVE THE CONSENT
299 ITEMS AS PRESENTED WITH THE SPELLING OF NAME CORRECTED.
300 COMMISSIONER BRAMWELL SECONDED THE MOTION. ROLL CALL WENT AS
301 FOLLOWS: CHAIR BRADY, COMMISSIONERS GUDMUNDSON, FAGG, BRAMWELL,
302 AND OSTLER VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

303
304 **5. BUSINESS ITEMS**


305 **5.1 DISCUSSION AND ACTION – Zoning Text Amendment – Medical and**
306 **Commercial Uses** *(A Public Hearing will be held for this item during the Joint Planning*
307 *Commission and City Council meeting.)*


308 The addition of Medical and Commercial uses is proposed for the Flex Office Industry
309 (FOI), Industrial Zone (I-1), Regional Commercial (RC), and Downtown Vineyard –
310 Town Center (TC) Districts. The sections of the Zoning Code under consideration will
311 include:

- 312 • VZC15.12.050 District Use Table
- 313 • Special Purpose Zoning District 3 – Downtown Vineyard (Town Center)


314 The Planning commission will take appropriate action.

315
316  Chair Brady introduced the item and asked if there were any questions from the commission.


317
318  Mr. Brim explained the heliport and vertiport and whether they wanted it to be a permitted
319 use or a conditional use. Mr. Brim recommended permitted use. He explained that it could be for
320 a hospital or deliveries. There was a discussion about the types of use and making sure it was not
321 too close to residential.

322
323  Commissioner Bramwell expressed concerns with all the impacts to this property. He asked
324 about the big picture strategy. Mr. Pete Evans explained that the items were independent and did
325 not affect the other. A discussion ensued. Mac Woodbury, with Flagborough, explained why the
326 vesting rights were important to potential tenants. The discussion continued. Mr. Woodbury felt
327 that getting this approved tonight was an important step in the process that they had been
328 working on for months. Mr. Evans did not want to change any of the zoning, boundaries or the
329 detailed master plan in the future.

330
331  Commissioner Bramwell expressed his concerns with the taxes.

332
333  Mr. Brim recommended permitted use for the heliport and vertiport as they were mainly
334 used for hospital deliveries.


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 **Motion:** COMMISSIONER GUDMUNDSON MOVED TO RECOMMEND APPROVAL OF ORDINANCE 2023-30 MEDICAL AND COMMERCIAL ZONING USES TO THE CITY COUNCIL WITH THE FOLLOWING AMENDMENTS: THE HELIPAD AND VERTIPORT AS CONDITIONAL USE. COMMISSIONER FAGG SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: CHAIR BRADY, COMMISSIONERS GUDMUNDSON, FAGG, BRAMWELL, AND OSTLER VOTED YES. THE MOTION CARRIED UNANIMOUSLY.


344
345 **5.2 DISCUSSION AND ACTION - Homesteads Pod 1 Live/Work Development**

346 **Agreement** *(This item was postponed from the November 8, 2023, City Council Meeting.) (A Public Hearing will be held for this item during the Joint Planning Commission and City Council meeting.)*


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349 Community Development Director Morgan Brim will present the Homesteads Pod 1
350 Live/Work Development Agreement. The Planning commission will take appropriate
351 action.

352
353  Chair Brady introduced the item and asked the commission if there were any changes or
354 clarification they would like.

355
356  Commissioner Bramwell asked about the parking management plan. Mr. Blakesley
357 explained that it would be an amendment. Mr. Brim suggested that they ask for a specific
358 parking safety study. There was a discussion about parking safety and capacity relating to other
359 transportation modes in the area.

360
361  Chair Brady expressed concern with units with store fronts and parking being for residential
362 use. Having a limit to the number of employees on site. Mr. Olsen suggested that they limit it to
363 two offsite employees. He also mentioned that the live/work units be residential. There was a
364 discussion about the speed on the road and slowing traffic down.

365
366  Mr. Blakesley provided language for the motion.


367
368  **Motion:** COMMISSIONER GUDMUNDSON MOVED TO RECOMMEND APPROVAL
369 OF RESOLUTION 2023-50 HOMESTEADS POD 1 LIVE/WORK UNITS DEVELOPMENT
370 AGREEMENT TO THE CITY COUNCIL WITH THE CONDITIONS AS STATED: ONLY
371 TWO (2) OFF-SITE EMPLOYEES AND FROM SECTION 2: THE SITE PLAN FOR THE
372 PROJECT SHALL BE INFORMED BY ANALYSIS PERFORMED BY A QUALIFIED
373 TRANSPORTATION ENGINEER OF PARKING LOCATIONS ORIENTATION AND SIGHT
374 CIRCULATION RELATIVE TO PEDESTRIAN AND BICYCLE MOVEMENT ON
375 ADJACENT STREETS, SIDEWALKS, AND TRAILS. COMMISSIONER BRAMWELL
376 SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: CHAIR BRADY,
377 COMMISSIONERS GUDMUNDSON, FAGG, BRAMWELL, AND OSTLER VOTED YES.
378 THE MOTION CARRIED UNANIMOUSLY.


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380 **5.3 DISCUSSION AND ACTION - East Geneva Land Donation and Development**

381 **Agreement Resolution 2023-51** *(A Public Hearing will be held for this item during the*
382 *Joint Planning Commission and City Council meeting.)*

383 Anderson Geneva, LLC, is requesting approval of a land donation and development
384 agreement between Vineyard City, Utah, The Vineyard Redevelopment Agency, and


385 Anderson Geneva, LLC, for the following parcel numbers: 17:019:0047, 38:437:0001,
386 38:437:0002, 17:022:0006, and 46:870:0004. The Planning commission will take
387 appropriate action.
388


389  Commissioner Bramwell asked if they could vote on the resolution after next week's city
390 council meeting. A discussion ensued. Chair Brady felt that this met the general plan. Mr. Pete
391 Evans explained that when the development rights were originally vested in 2014 there were no
392 development details. The discussion continued.
393


394  **Motion:** COMMISSIONER GUDMUNDSON MOVED TO RECOMMEND APPROVAL
395 OF RESOLUTION 2023-51 EAST GENEVA LAND DONATION AND DEVELOPMENT
396 AGREEMENT TO THE CITY COUNCIL. COMMISSIONER FAGG SECONDED THE
397 MOTION. ROLL CALL WENT AS FOLLOWS: CHAIR BRADY, COMMISSIONERS
398 GUDMUNDSON, FAGG, AND OSTLER VOTED YES. COMMISSIONER BRAMWELL
399 VOTED NO. THE MOTION CARRIED WITH FOUR (4) TO ONE (1).
400


401 **5.4 PUBLIC HEARING – Forge Development Agreement (Resolution 2023-56)**


402 Dakota Pacific is proposing a development agreement for The Forge property. The
403 property is located at 769 N Ingot Road Vineyard, UT 84059, and is zoned within The
404 Forge Special Purpose Zoning District. Parcel IDs: 39:258:0001 through 39:258:0007.
405 The Planning commission will take appropriate action.
406


407  **Motion:** COMMISSIONER BRAMWELL MOVED TO OPEN THE PUBLIC HEARING
408 AT 9:19 PM. COMMISSIONER FAGG SECONDED THE MOTION. CHAIR BRADY,
409 COMMISSIONERS BRAMWELL, FAGG, AND OSTLER VOTED YES, COMMISSIONER
410 GUDMUNDSON WAS EXCUSED. THE MOTION CARRIED WITH FOUR (4) YES AND
411 ONE (1) EXCUSED.
412


413  Mr. Brim reviewed the amendments to the original plan, development agreement, and the
414 process they had gone through to this point.
415

416  Steve Borup with Dakota Pacific gave a background on the special purpose zoning district
417 and reviewed the current agreement. He mentioned that they had lowered the density by 25
418 percent. Mr. Borup reviewed each block and then the phasing plan.
419


420  Chair Brady asked what regionally significant and an anchor meant. Mr. Borup explained
421 that they had added additional language for the regionally significant piece. Chair Brady asked
422 for a definition of an activity center. Mr. Borup gave a few examples of the size of activity acres.
423 Mr. Brim gave some suggestions that could be added to the motion. A discussion ensued. Mayor
424 Fullmer asked if they could add a seasonal qualifier. The discussion continued.
425


426  Mr. Borup continued his presentation. He discussed what a Property Owners Association
427 would include.
428

429  Chair Brady asked if there were any owner-occupied units. Mr. Borup replied that there
430 were some units that would be owner occupied. There was a discussion about the commercial
431 and retail units, phasing, and what would be done in each section.
432


433  Commissioner Ostler asked what would be ready first, residential or retail. Mr. Borup
434 replied that they would deliver the commercial with the residential. Mr. Blakesley stated what he


435 wanted that in the language added to the agreement. Mr. Brim added that the Planning
436 Commission would review it.


437
438  Chair Brady mentioned that the word “significant” was used quite a bit. He then opened
439 comments to the public.

440
441  Resident Tim Heaton, living in the Sleepy Ridge subdivision, asked if the developer would
442 be willing to commit to a percentage of owner occupied. He also asked Mr. Blakesley where a
443 15-mile catchment came from. Mr. Blakesley replied that it was an effort to reach a compromise
444 on how you would measure where people are traveling from and further explained that. He gave
445 some examples of regionally significant.

446
447  Mr. Ryan Holdaway suggested they include a reception center.

448
449  Ms. Evans pointed out 2.1.4 in the Development Agreement, about the affordable housing
450 units for rent and read what it said. She asked about section 4.4, a possible PID agreement and
451 concerns of an inland port in the area. Ms. Evans then asked about the entertainment center and
452 its possible use of RDA funds to enhance the structure.


453
454  Chair Brady agreed that what Ms. Evans brought up did not need to be in the development
455 agreement and asked that the language be taken out of section 4.4. Mr. Borup explained what a
456 PID would pay for and 32that the agreement only mentioned if it was an election to raise funds
457 as a source, that they can. It would only be for their boundaries. Chair Brady requested to remove
458 it from the agreement. Mr. Blakesley felt it would not create a binding obligation to the city.


459
460  Mr. Jacob Holdaway was in favor of the language on the agreement and agreed with Chair
461 Brady on covering the amenities. He said he would like the entertainment center to be 100
462 percent public.

463
464  Ms. Cameron suggested they consider an all-abilities park in that area.


465
466  Resident Kim Cornelius, living in The Villas, asked about parking.

467
468  Chair Brady asked for further comments.

469
470  **Motion:** COMMISSIONER FAGG MOVED TO CLOSE THE PUBLIC HEARING AT
471 10:23 PM. COMMISSIONER GUDMUNDSON SECONDED THE MOTION. ROLL CALL
472 WENT AS FOLLOWS: CHAIR BRADY, COMMISSIONERS GUDMUNDSON, FAGG,
473 BRAMWELL, AND OSTLER VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

474
475  Chair Brady addressed the questions asked during the public hearing. He asked about
476 language used to say that the entertainment center would be 100 percent for public use. Mr. Brim
477 replied that there would be public access. Mr. Borup explained that there would be an easement
478 for the city. Regarding the for rent or sale and owner occupied, Chair Brady clarified that the 21
479 for rent or sale units would be at the rate of moderate-income housing, and what it would
480 include. Mr. Borup replied that the affordable housing units for sale or rent would be open, it
481 wasn't determined as of yet.

482

483  Chair Brady addressed the questions about the RDA and PID. He felt they could be removed
484 from the development agreement. He asked about the locations of the different types of parking.
485 Mr. Borup explained that the structured areas were in the lighter gray areas and structured
486 parking was behind the residential.

487
488  Mr. Brim read the recommended language for the motion.

489
490  **Motion:** COMMISSIONER BRAMWELL MOVED TO RECOMMEND APPROVAL OF
491 RESOLUTION 2023-56 DEVELOPMENT AGREEMENT FOR THE FORGE TO THE CITY
492 COUNCIL INCLUDING THE ADDITIONS AS STATED:

493
494 REGIONALLY SIGNIFICANT ENTERTAINMENT ANCHOR SHALL MEAN A LARGE-
495 SCALE ENTERTAINMENT OR CULTURAL FACILITY THAT SERVES AS A
496 PROMINENT ATTRACTION DURING ALL SEASONS, IS UNIQUE TO THE COUNTY,
497 DRAWS VISITORS AND TOURISTS FROM A BROADER GEOGRAPHICAL AREA
498 BEYOND ITS IMMEDIATE LOCALITY, AND HAS A SUBSTANTIAL ECONOMIC OR
499 SOCIAL IMPACT ON THE REGION IN WHICH IT IS SITUATED. TO DETERMINE
500 WHETHER A PROPOSED SITE PLAN IS REGIONALLY SIGNIFICANT, THE PLANNING
501 COMMISSION MAY CONSIDER THE FOLLOWING:

- 502
503 - SIZE AND CAPACITY: A SUBSTANTIAL PHYSICAL FOOTPRINT AND THE
504 CAPACITY TO ACCOMMODATE A LARGE NUMBER OF VISITORS.
505
506 - CULTURAL OR RECREATIONAL IMPORTANCE: A FACILITY FOR HOSTING
507 EVENTS OR ACTIVITIES OF CULTURAL, RECREATIONAL, OR
508 ENTERTAINMENT SIGNIFICANCE, SUCH AS SPORTING EVENTS, CONCERTS,
509 FESTIVALS, ART EXHIBITIONS, OR CONVENTIONS.
510
511 - REGIONAL DRAW: THE FACILITY'S PROGRAMMING AND AMENITIES ARE
512 DESIGNED TO ATTRACT VISITORS NOT ONLY FROM THE IMMEDIATE
513 LOCAL AREA BUT ALSO FROM A WIDER REGIONAL CATCHMENT AREA OF
514 AT LEAST 10 MILES.
515
516 - ECONOMIC IMPACT: THE ENTERTAINMENT ANCHOR SHALL CONTRIBUTE
517 SIGNIFICANTLY TO THE LOCAL AND REGIONAL ECONOMY BY
518 GENERATING REVENUE FROM THE ENTERTAINMENT ANCHOR AND
519 NEARBY BUSINESSES.

520
521 REGARDING THE CHANGES IN THE AGREEMENT. COMMISSIONER GUDMUNDSON
522 SECONDED THE MOTION WITH THE AMENDMENTS STATED. ROLL CALL WENT AS
523 FOLLOWS: CHAIR BRADY, COMMISSIONERS GUDMUNDSON, FAGG, BRAMWELL,
524 AND OSTLER VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

525
526 **5.5 DISCUSSION AND ACTION – Site Plan for Aquatic Facilities**

527 Community Development Director Morgan Brim will present site plans for the aquatic
528 facility within the lake promenade in the Downtown Vineyard area. The Planning
529 commission will take appropriate action.


530
531  Mr. Brim turned the time over to Bronson Tatton with Flagborough.


532
533  Mr. Tatton reviewed the aquatics facility.


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 Mr. Tatton gave an overview of the parking. Mr. Pete Evans with Flagborough reviewed the different uses for each of the areas.

 Chair Brady asked about the parking study required for a certain number of units. Mr. Evans replied that he was not concerned. Mr. Woodbury explained that their entity is funding all the deficits. Mr. Hutchinson explained that their development would include an all-abilities park.

 Chair Brady asked for further questions, hearing none, he called for a motion.

 **Motion:** COMMISSIONER GUDMUNDSON MOVED TO APPROVE THE SITE PLAN REQUESTED BY BRONSON TATTON, WITH FLAGBOROUGH, WITH THE PROPOSED CONDITIONS. COMMISSIONER BRAMWELL SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: CHAIR BRADY, COMMISSIONERS GUDMUNDSON, FAGG, BRAMWELL, AND OSTLER VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

6. COMMISSION MEMBERS' REPORTS AND EX PARTE DISCUSSION DISCLOSURE

There were no reports given.

7. ADJOURNMENT

Vice-Chair Gudmundson moved to adjourn the meeting at 10:51 PM.

JOINT SESSION MINUTES APPROVED BY CITY COUNCIL ON: _____

JOINT SESSION AND REGULAR PLANNING COMMISSION MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY /s/ Heidi Jackman
HEIDI JACKMAN, DEPUTY RECORDER



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**MINUTES OF A REGULAR
CITY COUNCIL MEETING**
City Council Chambers
125 South Main Street, Vineyard, Utah
January 24, 2024, at 6:00 PM

Present


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

Absent

Staff Present: City Manager Eric Ellis, City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff’s Office, Community Development Director Morgan Brim, City Planners Cache Hancey and Anthony Fletcher, Chief Building Official Cris Johnson, Treasurer Kristie Bayles, Parks and Recreation Director Brian Vawdrey, Recreation Coordinator Aaron Kohler, Environmental Utilities Manager Sullivan Love, and City Recorder Pamela Spencer

Others Speaking: Resident Daria Evans and Adam Tuescher; Ilene Miller with Utah Valley Homebuilders Association

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

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


 Mayor Fullmer started with item number 8.1


2. WORK SESSION

2.1 Technology Element of the General Plan

Community Development Director Morgan Brim and Councilmember Rasmussen will lead a discussion regarding amendments to the Technology Element to the General Plan.

 Councilmember Rasmussen and Mayor Fullmer gave a brief background on the privacy amendment to the General Plan.


 Mr. Brim reviewed the privacy amendment.

47  Councilmember Holdaway noted that some homeowners' associations had expressed
48 concern about the city collecting personal information. Mr. Brim explained how and what the
49 city would be collecting. A discussion ensued. Mr. Brim explained that there was a bill in the
50 legislature this year, and if it passed, Vineyard would amend the code. Councilmember
51 Rasmussen said that the city had received an audit report and would make recommended
52 changes. The discussion continued.


53

54 **2.2 Scholarship Program for Parks and Recreation's Sports Programs**


55 Recreation coordinator Aaron Kohler will present a recommendation to implement a
56 scholarship program for sport programs.

57  Mayor Fullmer turned the time over to the Recreation Coordinator Aaron Kohler.


58

59  Mr. Kohler reviewed the recommended scholarship program. He explained that the city
60 could have an option to allow registrants to pay an additional dollar towards the scholarship
61 fund, or the city could increase the registration fee by a dollar. He mentioned that donations had
62 been successful in other cities. Mayor Fullmer asked if other cities did the fee increase or the
63 donation option. Mr. Kohler replied that it differed in different cities, but Clearfield incorporated
64 the fee into their fee schedule. He reviewed how the city advertises the fee or donation option.
65 Councilmember Rasmussen asked how this would be different from past scholarships. Park and
66 Recreation Director Brian Vawdrey explained that they had previously waived the fee. He
67 further explained the changes to the fee waiver through the scholarship program. There was a
68 discussion about the scholarship fund and how many residents asked for a fee waiver. There was
69 also a discussion about other ways to get donations or grants.

70

71  Mr. Vawdrey said they were looking into ways to verify the need for a fee waiver. A
72 discussion ensued about the fee waiver and the scholarship program. Mr. Vawdrey mentioned
73 that they wanted to launch this program starting March 1.

74


75  Mr. Blakesley reviewed a third option of an opt-in / opt-out option for donations. A
76 discussion ensued.

77


78

79


3. PUBLIC COMMENTS


80  Resident Daria Evans, living in The Villas subdivision, asked about the amendment to
81 Strategy 5 in the Technology Element of the General Plan, adding "contractors." Mr. Brim
82 explained that they had added it to the staff report.


83


84  Ms. Evans also asked for an update on the rail spur and the tax incentives given to Top Golf.

85


86  Ilene Miller with the Utah Valley Homebuilders Association explained that she tracked
87 impact fees and how they impact the builders. She explained that the state had a 5-point program
88 requiring cities to develop affordable housing plans. She said that this looks good on the front
89 end, but the impact fees drive the cost of the homes up on the back end. She reviewed the
90 Timpanogos Special Services District (TSSD) fee increases starting from 2018 forward. She said
91 that because of the economy, first-time home buyers could not afford to purchase a home. She
92 had recommended to the TSSD Board that the increases would be for new builds only. She felt
93 that TSSD would not realize the increased funds for their construction projects.

94  Resident Adam Tuescher, living in the Windsor subdivision, stated that he favored the
95 railroad crossing at 400 North, which was listed in the Active Transportation Plan. He said he
96 was pleased with the clearing of the trails and asked if there was a posting of when they were
97 being plowed. He mentioned volunteering with Utah Approves and explained how approval
98 voting worked.

99
100  Mayor Fullmer explained that the rail spur update was not ready because they were still
101 negotiating. She asked Mr. Ellis to follow up with Ms. Evans on the tax incentives. She said that
102 as they talked about housing, they were working on a caveat that gave credit to cities that had
103 already accounted for affordable housing. She noted that the 400 North crossing in the Active
104 Transportation Plan was a top priority and would be more than just a pedestrian bridge but
105 hoping for full access. She mentioned a prioritization process on the website for snow removal.


106
107  Councilmember Holdaway asked if there was an annual report on tax incentives. Mayor
108 Fullmer felt that they could talk about some of the options.


109
110  There was discussion about public comment feedback. Mr. Blakesley explained how public
111 comment typically worked.


112
113  Councilmember Holdaway stated that he was grateful for the impact fee and asked about
114 council assignments. Mayor Fullmer replied that she was working on the rail spur crossing along
115 with a staff member.

116
117


118 **4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

119  Councilmember Holdaway thanked the department heads who met with him and
120 Councilmember Cameron. He felt meeting with the city's lobbyist would be helpful. He also
121 wanted employees to contact him and Councilmember Cameron if they had concerns.

122
123  Mayor Fullmer clarified that an email had gone out to the council about meeting with the
124 lobbyist and to reach out to Mr. Ellis to facilitate meetings with the different programs and staff.


125
126  Councilmember Rasmussen gave an update on bills to watch and the cities priorities in the
127 state legislature. She added that she and staff had met with members of Sienna's family to work
128 on her memorial.

129
130  Councilmember Sifuentes commented on the Day at the Legislature.


131
132  Councilmember Holdaway asked how he could get items on the agenda. Mayor Fullmer
133 asked the council to reach out to her.

134
135

136 **5. STAFF, COMMISSION, AND COMMITTEE REPORTS**

137 **5.1**  City Manager Eric Ellis gave departmental updates. He reminded the residents of
138 the snow removal regulations. Councilmember Sifuentes asked for clarification on the building
139 permits. Chief Building Official Cris Johnson replied that they were model homes.
140 Councilmember Holdaway asked about the connectivity on 400 South. Mr. Brim replied that it
141 was part of a phase in the development agreement.

142

143 5.2  Community Development Director, Morgan Brim, noted that there was nothing to
144 report.
145
146

147 6. CONSENT ITEMS


148 6.1 Approval of the December 13, 2023, City Council Meeting Minutes


149 6.2 Approval of the December 27, 2024, City Council Meeting Minutes

150 6.3 Approval of the January 10, 2024, City Council Meeting Minutes


151 6.4 Approval of an Amendment to the ILA with Utah County for CTC (Resolution 2024-02)


152 6.5 Approval of an Amendment to the 2024 City Council Meeting Schedule (Resolution
153 2024-03)
154

155  Councilmember Holdaway asked to pull 6.4 from consent for discussion. He asked for
156 clarification on how we take minutes. City Recorder Pamela Spencer explained that they had a
157 transcription service on SuiteOne, which people can access. She added that there were
158 bookmarks once the minutes were approved.
159

160  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE CONSENT ITEMS
161 6.1, 6.2, 6.3, AND 6.5. COUNCILMEMBER HOLDAWAY SECONDED THE MOTION.
162 ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS
163 CAMERON, HOLDAWAY, RASMUSSEN, AND SIFUENTES VOTED YES. THE MOTION
164 CARRIED UNANIMOUSLY.
165

166 6.4 Approval of an Amendment to the ILA with Utah County for CTC (Resolution 2024-02)


167  Councilmember Holdaway asked about the amendment, not realizing the commitment from
168 the city. Mayor Fullmer explained the program. A discussion ensued about the contract vs the
169 amendment.
170


171  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE DISCUSSION ITEM
172 6.4. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT
173 AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON, HOLDAWAY,
174 RASMUSSEN, AND SIFUENTES VOTED YES. THE MOTION CARRIED
175 UNANIMOUSLY.
176
177

178 7. APPOINTMENTS

179 7.1 Vineyard Bicycle Commission


180 With the advice and consent of the City Council, Mayor Fullmer will appoint Jordan
181 Christensen and reappoint Mike Houston and Anthony Jenkins as regular members of the
182 to the Vineyard Bicycle Commission.
183


184  Mayor Fullmer reviewed the appointments and then called for a motion. There was a brief
185 discussion about the commission.
186


187  **Motion:** COUNCILMEMBER CAMERON MOVED TO APPROVE THE MAYOR'S
188 APPOINTMENTS TO THE BICYCLE COMMISSION AS PRESENTED.
189 COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER,
190 COUNCILMEMBERS CAMERON, HOLDAWAY, RASMUSSEN, AND SIFUENTES
191 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

192 **7.2 Finance Director**

193 With the advice and consent of the City Council, Mayor Fullmer will appoint a new
194 Finance Director.

195  Mayor Fullmer reviewed the appointment of Kristie Bayles as the Finance Director and
196 called for a motion.


197
198  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE MAYOR’S
199 APPOINTMENT OF KRISTIE BAYLES AS THE FINANCE DIRECTOR.
200 COUNCILMEMBER CAMERON SECONDED THE MOTION. ROLL CALL WENT AS
201 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON, HOLDAWAY,
202 RASMUSSEN, AND SIFUENTES VOTED YES. THE MOTION CARRIED
203 UNANIMOUSLY.
204

205
206  Ms. Bayles introduced herself and stated that she looked forward to working with staff in her
207 new position.

208
209
210 **8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**


211 **8.1** Richard Mickelsen with Timpanogos Special Service District (TSSD) will present TSSD
212 Fee Changes.

213 This item was moved to the beginning of the meeting.

214
215  Mr. Blakesley disclosed that his law firm also represented TSSD.

216
217  Mr. Ellis introduced Mr. Mickelsen.

218
219  Mr. Mickelsen presented the TSSD fee changes and showed a short video.


220
221  Mayor Fullmer asked about the fee schedule increases. Mr. Mickelsen replied that the
222 board wanted to be able to control the increases annually. There was a discussion about grants,
223 bond obligations, Equivalent Residential Units (ERUs), and Impact Fee Studies.


224
225
226 **9. BUSINESS ITEMS**

227 **9.1 PUBLIC HEARING –Budget Amendment Resolution 2024-01**

228 *(This item was continued from the January 10, 2024 City Council Meeting.)*

229 City Manager, Eric Ellis, will present proposed amendments to the Fiscal Year 2023-
230 2024 Budget. The mayor and city council will act to adopt (or deny) this request by
231 resolution. *(A public hearing was held on this item during the January 10, 2024 City
232 Council Meeting.) (This item is being continued to the February 28, 2024 City Council
233 meeting.)*

234
235  Mayor Fullmer called for a motion to continue this item to the next City Council meeting.

236
237  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO CONTINUE ITEM 9.1
238 BUDGET AMENDMENT TO THE FEBRUARY 28, 2024 CITY COUNCIL MEETING.
239 COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER,

240 COUNCILMEMBERS CAMERON, HOLDAWAY, RASMUSSEN, AND SIFUENTES
241 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

242

243 **9.2 PUBLIC HEARING – Subdivision Code Amendments (Ordinance 2024-01, 02, & 03)**


244 Planner Anthony Fletcher will propose amendments to the following section of the
245 Vineyard City Code: 14.04 *Pre-Application meeting*, 14.06 *Preliminary Subdivision*
246 *Application*, 14.08 *Final Subdivision Application*, 15.34.060 *Accessory Dwelling Units*,
247 15.40.080 *Design Standards and Requirements*, and 15.06.060 *Vineyard Development*
248 *Review Committee*. The mayor and City Council will act to adopt or deny this request by
249 Ordinance.

250 Ordinance 2024-01 Preliminary Subdivision Process

251 Ordinance 2024-02 Final Subdivision Process

252 Ordinance 2024-03 Zoning Text amendments including DRC


253

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

255

256  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO OPEN THE PUBLIC HEARING
257 AT 7:50 PM. COUNCILMEMBER HOLDAWAY SECONDED THE MOTION. MAYOR
258 FULLMER, COUNCILMEMBERS CAMERON, HOLDAWAY, RASMUSSEN, AND
259 SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.


260

261  Planner Anthony Fletcher explained the reason for the recommended code changes and then
262 presented the changes to the subdivision code.


263

264  Mayor Fullmer clarified the changes by the State Legislature on Development Review
265 Committee (DRC) compliance.


266

267  Mr. Fletcher continued his presentation.


268

269  Mayor Fullmer called for questions from the public regarding the updates. Hearing none,
270 Mr. Fletcher continued his presentation. There was a brief discussion about the timeframe
271 between the submission of the preliminary and final plat. The presentation continued.

272

273  There was a discussion about parking in single-family homes, Accessory Dwelling Units,
274 and Homeowners Associations.


275

276  Mr. Fletcher concluded his presentation. Mayor Fullmer requested that they remove the
277 word Orem under the Fire Marshall position.


278

279  Mayor Fullmer called for questions from the public.


280


281  Ms. Evans commented on the landscaping amendment to put it back on the developer, not
282 the homeowner. Mr. Blakesley replied that the state removed the authority from the city and
283 explained that the city could only withhold a certificate of occupancy for life and safety issues.


284


285  Ms. Miller pointed out that the council's power lies in the zoning ordinances.


286

287  Councilmember Cameron read a statement from a resident who recommended that the city
288 require preliminary submittals to fall in line with other cities at 75 percent instead of 50 percent
289 construction drawings.


290
291  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO CLOSE THE PUBLIC
292 HEARING AT 8:09 PM. COUNCILMEMBER HOLDAWAY SECONDED THE MOTION.
293 MAYOR FULLMER, COUNCILMEMBERS CAMERON, HOLDAWAY, RASMUSSEN,
294 AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

295
296  Mr. Brim asked for clarification on the 50 percent requirement. Mr. Fletcher replied that it
297 was a state requirement. Mayor Fullmer recommended residents reach out to their state
298 legislatures. Mr. Blakesley explained that the state was limiting the level of completion the city
299 could require. There was a discussion about the process.

300
301  Councilmember Sifuentes asked if the commercial, mixed-use or multi-family had to have
302 the same requirements. Mr. Blakesley replied that they did not have to have the same process but
303 recommended that the city have one process to allow staff time for reviews. A discussion ensued.


304
305  Councilmember Sifuentes expressed concern with the approval process and felt that she, as a
306 councilmember, should have more access to the plats. Mr. Brim stated that the DRC would be a
307 publicly held meeting. He suggested they create an online GIS database for public access. A
308 discussion ensued.


309
310  Councilmember Holdaway asked about the Planning Commission's appointments and their
311 role in the preliminary plat process. A discussion ensued about legislative and administrative
312 procedures.

313
314  Councilmember Sifuentes asked for clarification on what authority the council would be
315 losing. Mr. Blakesley explained that the decision made by the elected body would make the
316 policy fair, by consensus. Planning Commission and staff had to follow the land use ordinance.
317 The Commission would be bound by the code. He reviewed what plats were and the approval
318 and signing process. Mr. Blakesley explained that the Planning Commission code had been
319 established by state law. He added that Planning Commissions had staggered terms. There was a
320 discussion about legislative and administrative procedures.

321
322  Mr. Brim reviewed the suggested motions.


323
324  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT ORDINANCE 2024-01,
325 PRELIMINARY SUBDIVISION APPLICATIONS, AS PRESENTED. COUNCILMEMBER
326 RASMUSSEN SECONDED THE MOTION.


327
328  Mayor Fullmer called for comments. Councilmember Holdaway asked for a point of
329 clarification on the code amendment. Councilmember Sifuentes explained why she supported
330 this ordinance. A discussion ensued. There was also a discussion about the making of motions.

331
332  Councilmember Holdaway requested a friendly amendment to the motion to separate the
333 commercial and multi-family from the single-family and townhomes. A discussion ensued.
334 Councilmember Holdaway asked about changing the 50 percent requirement. Mr. Brim felt that
335 the 50 percent requirement was sufficient to meet the requirements. The discussion continued.

336

337 ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS
338 CAMERON, RASMUSSEN, AND SIFUENTES VOTED YES. COUNCILMEMBER
339 HOLDAWAY VOTED NO. THE MOTION CARRIED FOUR (4) TO ONE (1).

340
341  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT ORDINANCE 2024-02,
342 FINAL SUBDIVISION APPLICATIONS WITH THE AMENDMENT THAT THE FINAL
343 PLAT BE RECORDED AT UTAH COUNTY WITHIN ONE (1) YEAR, WITH THE OPTION
344 FOR AN APPLICANT TO PETITION THE DRC FOR A SIX (6) MONTH EXTENSION. THE
345 APPLICANT MAY RECEIVE UP TO TWO (2) EXTENSIONS. COUNCILMEMBER
346 RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR
347 FULLMER, COUNCILMEMBER CAMERON, HOLDAWAY, RASMUSSEN, AND
348 SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

349
350  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT ORDINANCE 2024-03,
351 DEVELOPMENT REVIEW COMMITTEE, ACCESSORY DWELLING UNIT PARKING,
352 AND LANDSCAPING BONDS, WITH THE FOLLOWING CONDITIONS INSTEAD OF
353 SAYING OREM FIRE MARSHALL IT WILL SAY FIRE MARSHALL. COUNCILMEMBER
354 RASMUSSEN SECONDED THE MOTION. (MAYOR FULLMER STATED, FOR THE
355 RECORD, THAT THE ENTIRE COUNCIL HAD RESERVATIONS ABOUT THE CHANGES
356 TO THE STATE REGULATIONS.) ROLL CALL WENT AS FOLLOWS: MAYOR
357 FULLMER, COUNCILMEMBERS CAMERON, RASMUSSEN, AND COUNCILMEMBER
358 SIFUENTES VOTED YES. COUNCILMEMBER HOLDAWAY VOTED NO. THE MOTION
359 CARRIED FOUR (4) TO ONE (1).

360
361
362 **10. CLOSED SESSION**
363 No closed session was held.

364
365
366 **11. ADJOURNMENT**
367  Mayor Fullmer adjourned the meeting at 8:56 PM.

368
369
370
371 **MINUTES APPROVED ON:** _____

372
373 **CERTIFIED CORRECT BY:** /s/Pamela Spencer
374 **PAMELA SPENCER, CITY RECORDER**



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 2/21/24

Agenda Item: 6.3 Coach Background Check

Policy Department: Parks and Recreation

Presenter: Brian Vawdrey

Background/Discussion:

To help ensure safety and good behavior amidst our Vineyard Recreation Programs, we require our Volunteer Coaches to complete a background check (paid for by Vineyard Recreation). In recent seasons, we came across some offenses/charges on various background checks that contained behavior we don't want to have repeated in our City programs. Jayme Blakesley (Vineyard City Attorney) helped us create a Coach Background Check practice to follow that had guidance for when it might be wise to not allow individuals to Coach. Due to us having turned away about a handful of Coaches from being allowed to Coach in the last year, we consider it wise to formally pass a policy (with similar guidance to the practice we currently have).

Fiscal Impact: N/a

Recommendation:

Staff recommends this Coach Background Check Policy be approved to help ensure safety and good behavior in Vineyard City Recreation Programs.

We specifically want to update the standard of 30 days to be changed to 3 days for filing an appeal to a decision we make regarding an individual's eligibility to be a volunteer Coach. This recommendation is due to the urgency and time limit we have for finalizing Coaches before each season begins.

We also want to update the standard of requiring background checks to be annually instead of every two years for each Volunteer Coach. This can also allow us to better offer safe programs.

Sample Motion:

"I move to adopt Resolution 2024-04, Coach Background Check Policy, as provided by Staff."

Attachments:

Resolution 2024-04

Coach Background Check Policy

RESOLUTION 2024-04

A RESOLUTION OF THE VINEYARD CITY COUNCIL ADOPTING THE VINEYARD CITY COACH BACKGROUND CHECK POLICY

WHEREAS, Vineyard City desires to ensure safety and good behavior amidst our Vineyard Recreation Programs; and

WHEREAS, staff currently requires our volunteer coaches to complete a background check; and

WHEREAS, the Vineyard City Council now desires adopt a Coach Background Check Policy to establish guidelines and procedures for volunteer coaches; and

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

Section 1. Approval. That certain Vineyard City Coach Background Check Policy, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and adopted by the City Council of Vineyard City.

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

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

Passed and dated this 21st day of February 2024.

Mayor Julie Fullmer

Attest:

Deputy Recorder Heidi Jackman

VOLUNTEER COACH BACKGROUND CHECK POLICY

I. Background

Vineyard City Parks and Recreation's policy is to require criminal background checks from volunteer coaches of youth sports teams in Vineyard City leagues. These checks occur when Vineyard Recreation Staff recruits Coaches, and then every year thereafter.

This Policy proposes criteria and a process for determining the eligibility of volunteer coaches. I developed the criteria and processes in consultation with City Attorney Jayme Blakesley, City Human Resources Manager Corrie Steeves, and Utah County Sheriff Lieutenant Holden Rockwell.

II. Existing Law and Policy

I am not aware of anything in city code on this topic. The Vineyard Recreation website has a document labeled "[Policies](#)" with the following language regarding background checks for coaches:

"All coaches must complete and pass a criminal background check prior to coaching (every year). The Vineyard Recreation Department reserves the right to eject, suspend, terminate, not invite back, prosecute or render any type of disciplinary action as deemed necessary due to inappropriate behavior, poor sportsmanship and/or any other reason."

There is no explanation in the Policies document as to when the City would exclude someone from coaching based on the contents of a background check.

The City's background check policy is consistent with what other government and non-profit youth sports organizations require.

III. Discussion

Because there is no written policy, the City has no structured way of determining which individuals may or may not coach or administer youth sports based on the contents of their background check report. A written policy is necessary to ensure these decisions are based on written criteria, involve the advice of the Human Resources Manager, City Attorney, and Utah County Sheriff, and are applied fairly and without discrimination.

To develop a proposed policy, I met with City Attorney Jayme Blakesley, City Human Resources Manager Corrie Steeves, and Utah County Sheriff Lieutenant Holden Rockwell; and consulted the policies of peer organizations. Based on our discussions and research, we determined that the most comprehensive policy was the one applied by the Utah Youth Soccer Association. We used the UYSA policy as a model for the policy proposed below.

Because there is no policy or requirement in city code, we thought it appropriate to adopt this policy administratively by resolution of the City Council.

IV. Proposed Policy

a. Background Check Required for Volunteer Coaches and Administrators

All persons volunteering as coaches or administrators with Vineyard Recreation shall submit to a criminal background check after applying to volunteer and then every year thereafter.

The background check reports must be kept and retained in accordance with state law and Vineyard City records retention policies.

b. Disqualification

If a background check report discloses a criminal conviction, the Parks and Recreation Director and the Human Resources Manager shall consult the Table of Convictions and Guidelines of this policy and determine, together, whether the individual shall be disqualified from coaching or administering youth sports in Vineyard City. Where discretion is permitted, it shall be exercised in consultation with the City Attorney and law enforcement as appropriate, and exercised in a uniform manner irrespective of age, race, gender, national origin, sexual orientation, or any other similarly discriminatory factor.

1. Table of Convictions

An individual shall be permanently disqualified from coaching or administering youth sports if the background check report shows that the individual has ever been convicted of any of the crimes listed in the following Table of Convictions, or equivalent offenses in any state.

- A. Any misdemeanor, felony conviction, or criminal charges of misconduct involving a child.
- B. Any conviction of a crime against a person, including or similar to:
 - i. Murder and manslaughter;
 - ii. Malicious wounding by mob;
 - iii. Abduction;
 - iv. Felony assault and bodily wounding;
 - v. Robbery;
 - vi. Carjacking;
 - vii. Extortion and other threats;
 - viii. Sexual assault;
 - ix. Felony stalking; or
 - x. Convictions of any attempt or conspiracies to commit any of the above-listed crimes or similar crimes.

- C. Any conviction of a crime against property, including or similar to:
 - i. Felony arson;
 - ii. Burglary; or
 - iii. Convictions of any attempts or conspiracies to commit any of the above-listed crimes or similar crimes.

- D. Any conviction of a crime involving health or safety, including or similar to:
 - i. Felony violation relating to the possession or distribution of drugs;
 - ii. Drive-by shooting;
 - iii. Use of a gun in a crime of violence;
 - iv. Felonious discharge of firearms within or at occupied dwellings; or
 - v. Conviction of any attempts or conspiracies to commit any of the above-listed crimes or similar crimes.

- E. Any conviction of a crime involving morals or decency, including or similar to:
 - i. Failing to secure medical attention for injured child;
 - ii. Pandering;
 - iii. Crimes against nature involving a child;
 - iv. Taking indecent liberties with a child;
 - v. Abuse or neglect of a child;
 - vi. Obscenity offenses;
 - vii. Possession of child pornography or electronic facilitation of pornography;
 - viii. Abuse or neglect of an incapacitated adult;
 - ix. Employing or permitting a minor to assist in an act constituting an obscenity offense; or
 - x. Convictions of any attempts or conspiracies to commit any of the above-listed crimes or similar crimes.

2. Guidelines

For convictions of crimes not listed in the Table of Convictions, the following guidelines shall apply.

- A. The City shall temporarily disqualify an individual from coaching or administering youth sports if the background check report shows that any of the following circumstances apply.
 - i. Any individual who has been convicted of a theft-related crime or fraud in the prior fifteen (15) years shall be disqualified from any position involving the handling of funds or property.

- ii. Any individual who has been convicted of a substance abuse crime within the past ten (10) years shall be disqualified from any coaching position or any position that involves activities of a minor.
- B. If the background check report shows that any of the following circumstances apply, the City may exercise discretion in determining whether to disqualify an individual, permanently or temporarily, from coaching or administering youth sports, with or without conditions, by applying the guidelines listed below.
 - i. Conviction of a felony offense not listed in the Table of Convictions should be viewed with extreme caution.
 - ii. Any pending charge, felony or misdemeanor, against a minor shall render the individual ineligible unless or until such charges are subsequently dismissed or the individual is found not guilty.
 - iii. Conviction of multiple misdemeanor offenses not listed on the Table of Convictions, when recent in time or indicative of a pattern of bad behavior, should be viewed with extreme caution.
 - iv. All other convictions or pending charges (excluding crimes against minors or convictions or pending charges of crimes listed in the Table of Convictions) revealed through a background check report should be considered on a case-by-case basis to determine whether the past conduct of the individual is compatible with working with minors. Factors to consider include recency or remoteness in time, evidence of good conduct,

When determining how to apply these guidelines, the Parks and Recreation Director and the Human Resources Manager shall determine whether such information disqualifies the individual from coaching or administering youth sports. Factors that may be considered in deciding whether to permit an individual to participate include the following:

- A. The nature and character of the past conduct;
- B. How the past conduct relates to the particular functions of the individual's team or function;
- C. The length of time since the offending conduct;
- D. Rehabilitation of the individual;
- E. Patterns of criminal behavior;
- F. The individual's performance record; and

G. How such conduct affects the integrity of the sport or program.

Before deciding whether to disqualify an individual from coaching or administering youth sports, the Parks and Recreation Director and Human Resources Manager should give the individual an opportunity to provide evidence, in writing, of any mitigating circumstances.

c. Appeals

Any individual who is disqualified by the Parks and Recreation Director because of information received from the background check may appeal the decision of the Parks and Recreation Director and Human Resources Manager by filing an appeal, in writing, to the City Manager within three (3) days of the decision.

DRAFT

Meeting Date: February 21, 2024

Agenda Item: 6.4 Award of Stormwater Masterplan Task

Order Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion:

This staff report presents the proposal to the award by Resolution (**Attachment 1**) of a comprehensive City-wide Stormwater Masterplan contract to Hansen Allen Luce (HAL), following a thorough Request For Qualifications (RFQ) process.

This project encompasses Data Collection, Master Plan development, Capital Facilities Planning, and Impact Facilities Fees Plan, with a total cost of \$122,900 and optional with an additional \$37,000 allocated for optional services, dependent on future fund availability, that include Utility Rate Study, Stormwater Maintenance Manual, LID Manual, and Drainage Criteria Manual. The details of the task order and work scope are outlined in **Attachment 2**. The final master plan, Capital Facilities Plan, and proposed Impact Facilities Fee Plan are expected to be completed in December 2024, based on the timeliness of information and feedback from the City. The proposed schedule of tasks are outlined in **Attachment 3**.

This proposed Stormwater Masterplan holds particular significance as it aims to update and provide a more thorough review compared to the last official Masterplan completed in 2007 by Mountainland Association of Governments (MAG) provided in **Attachment 4**. The City recognizes the necessity of addressing near and long-term needs related to stormwater. The updated Masterplan will serve as a valuable tool, providing critical data points and recommendations to guide the city's decision-making processes for effective stormwater management.

In adherence to a rigorous RFQ process, two consultants submitted qualifications for review. After careful consideration, the city staff deemed HAL as the most qualified candidate for executing the Stormwater Masterplan.

The project encompasses various essential components. Data Collection lays the foundation for an informed Masterplan, while the Masterplan itself provides a comprehensive strategy for stormwater management. The Capital Facilities Plan supports sustainable infrastructure development, and the assessment of Impact Fees ensures a fair distribution of costs, in alignment with Utah Code 11-36a.

A noteworthy component of this contract involves GIS data collection by the consultant. This step is essential to guarantee the utilization of accurate information not currently present in the city's

GIS database. The collected data will be seamlessly integrated into the city's database, expediting the update process. This aligns with Vineyard City's goal of developing its Asset Management strategy and meeting state requirements.

The total cost of the contract is \$122,900, with an additional service that includes \$37,000 allocated for optional services dependent on future fund availability. The city staff will consider the use of available funds for these optional services in a future decision-making process.

The proposed costs for the services align appropriately with the size and complexity of Vineyard City's stormwater system. This ensures that the city receives value for the expertise and comprehensive approach provided by HAL.

The task order would follow the terms and conditions of the Engineering Services Agreement between the City and HAL dated October 31, 2017 (**Attachment 5**).

Conclusion:

In conclusion, the selection of HAL through the RFQ process, the justified costs, and the inclusion of GIS data collection contribute to a robust proposal for the City-wide Stormwater masterplan. This project aligns with Vineyard City's strategic goals, addressing the imperative need to update stormwater infrastructure planning for the city's growth and sustainability.

Funding:

FY23-24 Approved Funds:	\$65,000, Account 5331-4301
	\$58,750, Account 2501-4301
Total:	\$123,750

Recommendation: Staff recommend the approval of the contract task order award to Hansen Allen Luce for the City-wide Stormwater Masterplan, Capital Facilities Plan, and Impact Fee Plan. Additionally, recommend approval of the optional tasks, including Utility Rate Study, Stormwater Maintenance Manual, LID Manual, and Drainage Criteria Manual.

Sample Motion: "I move to adopt the Resolution to award the Stormwater Master Plan task order and associated tasks to Hasen Allen Luce for a sum not to exceed \$159,900."

Attachments:

1. Resolution
2. Task Order
3. Proposed Task Order Schedule
4. 2007 Stormwater Masterplan
5. HAL Engineering Services Agreement, Oct 31, 2017

RESOLUTION 2024-05

A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO HANSEN, ALLEN, & LUCE, INC. TO PROVIDE A STORMWATER MASTER PLAN, CAPITAL IMPROVEMENTS AND INFRASTRUCTURE MAINTENANCE PLAN, AND IMPACT FEE ANALYSIS TO VINEYARD CITY

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

WHEREAS, after consideration of all bids filed (see exhibit A or see attached bid sheet), it was determined that Hansen, Allen, & Luce, Inc. is the best qualified bidder to provide a Stormwater Master Plan, Capital Improvements and Infrastructure Maintenance Plan, and Impact Fee Analysis to Vineyard City;

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

Section 1. The bid be awarded to Hansen, Allen, & Luce, Inc. to provide a Stormwater Master Plan, Capital Improvements and Infrastructure Maintenance Plan, and Impact Fee Analysis to Vineyard City

Section 2. Total cost of \$122,900 and optional with an additional \$37,000 allocated for optional services, dependent on future fund availability, that include Utility Rate Study, Stormwater Maintenance Manual, LID Manual, and Drainage Criteria Manual.

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 21st day of February 2024.

Mayor

Attest:

Deputy Recorder

TASK ORDER NO. 319.11.100
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: Vineyard City
Effective Date of Agreement: October 31, 2017

THIS TASK ORDER NO. 319.11.100 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the ___ day of ___, 2024, by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: 2024 Stormwater Master Plan

The PROJECT SITE is located as follows: N/A

2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 319.11.100-A.

3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on a time and materials basis with a Not-to-Exceed amount of \$122,900 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 319.11.100-B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.

4. SCHEDULE. SERVICES associated with this TASK ORDER will be completed within (See Exhibit 319.11.100-A) following written authorization from the CLIENT to HAL to proceed.

5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.

6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

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

CLIENT: VINEYARD CITY

HANSEN, ALLEN & LUCE, INC.

By: _____

By:  _____

Its: _____

Its: 2/9/2024

Attest: _____

Attest:  _____

Its: _____

Its: 2/9/2024

SCOPE OF SERVICES

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

PROJECT UNDERSTANDING

Vineyard City is planning for significant development over the next several years. Understanding the overall drainage needs of the City now and into the future is critical. Knowing what infrastructure is required for future development will help guide developers so that future flows are accounted for.

In addition to a comprehensive master plan, City staff have requested the following additional services to be included in the scope of work as additive alternatives. These items include the following:

- Utility Rate Study
- Stormwater Maintenance Manual
- LID Manual
- Drainage Criteria Manual

Our recommended scope of work is included below:

WORK PLAN – DATA COLLECTION, MASTER PLAN, CAPITAL FACILITIES PLAN, AND IMPACT FEES

Task 1 – Management and Coordination

Objective:

Facilitate meetings with the City. Provide management throughout the project.

Input:

- 1) Contracted work plan.

Activities:

- 1) Provide monthly work summaries.
- 2) Attend and facilitate a kickoff meeting, progress meetings, and a final meeting with City personnel.
- 3) Respond to calls, emails, and other communication related to the project as needed.

Output:

- 1) Coordination meetings.

- 2) Monthly work summaries.

Task 2 – Data Collection

Objective:

Collect rim and invert data to fill in gaps in the GIS data provided by the City. We estimate the need to collect data at approximately 650 manholes.

Input:

- 1) GIS dataset provided by the City.

Activities:

- 1) Collect rim and measuredown data for 650 locations.
- 2) Implement collected data into GIS.

Output:

- 1) Updated GIS dataset for stormwater trunklines.

Task 3 – Develop Stormwater Model

Objective:

Prepare stormwater model for the municipal boundary of Vineyard City.

Input:

- 1) HAL proposal
- 2) Previous Master Plans and models
- 3) Aerial photographs, available digital elevation data, and mapping provided by the City.
- 4) Input from City staff.
- 5) Storm drain facility inventory in GIS format (including elevations)

Activities:

- 1) Coordination with Orem, Lindon, and Utah Lake Authority regarding stormwater outfalls and inflows affecting Vineyard City.
- 2) Compile available data and identify data gaps.
- 3) Meet with City staff to review inventory, data gaps, and modeling software choices.
- 4) Delineate subbasins for the entire City.
- 5) Prepare the model and define hydrologic and hydraulic parameters.
- 6) Input storm parameters into the model.
- 7) Define buildout conditions.
- 8) Prepare model scenarios and runs, including existing and future conditions.
- 9) Prepare existing and future deficiency tables based on output from the model.

- 10) Meet with the City to discuss deficiencies and add City-defined deficiencies not identified in the model.
- 11) Update model parameters and deficiency list according to comments from the City.

Output:

- 1) Coordination meetings.
- 2) Model of City's stormwater facilities
- 3) Deficiencies table

Task 4 – Develop Capital Improvement Plan and Master Plan Report

Objective:

Prepare a Capital Improvement Plan (CIP) and Master Plan Report. The CIP will identify projects that will alleviate existing deficiencies as well as identify projects needed to support future development.

Input:

- 1) Output from Tasks 2 and 3.

Activities:

- 1) Prepare draft CIP.
- 2) Meet with the City to discuss the CIP, alternatives, and criteria.
- 3) Refine CIP based on City comments and complete cost estimates.
- 4) Prepare Master Plan Report.
- 5) Prepare GIS figures.
- 6) Submit draft report for City review.
- 7) Prepare Final Report.

Output:

- 1) CIP with cost estimates for recommended projects
- 2) Stormwater Master Plan Report

Task 5 – Impact Fee Facility Plan (IFFP) and Impact Fee Analysis (IFA)

Objective:

Prepare an Impact Fee Facility Plan (IFFP) that is based on projects from the CIP that will be constructed in the time frame required by law (approximately 10 years). Perform an Impact Fee Analysis (IFA) that is based on the IFFP and the estimated growth anticipated in the same time frame.

Input:

- 1) Output from Tasks 2-4

- 2) Growth projections

Activities:

- 1) Prepare an Impact Fee Facility Plan (IFFP) that is based on projects from the CIP that will be constructed in the time frame required by law (approximately 10 years).
- 2) Perform an Impact Fee Analysis (IFA) that is based on the IFFP and the estimated growth anticipated in the same time frame.

Output:

- 1) IFFP Report
- 2) IFA Report

WORK PLAN – OPTIONAL ADDITIONAL TASKS

Additional Task 1 – Utility Rate Study

Objective:

Perform a Stormwater Utility Rate Study to determine a monthly rate that will support the operation and maintenance needs of the City's stormwater infrastructure.

Input:

- 1) Historical maintenance costs
- 2) Input from City staff
- 3) Output from Task 5

Activities:

- 1) Obtain and review historical stormwater facility maintenance-related costs.
- 2) Evaluate costs for maintaining existing and future stormwater infrastructure.
- 3) Estimate equivalent residential units for stormwater system.
- 4) Balance monthly user fee vs projected costs over a 10 year period.

Output:

- 1) Recommendation for a monthly stormwater utility rate

Additional Task 2 – Develop Maintenance Manual

Objective:

Develop a manual that details the typical maintenance costs and standard operating procedures for the typical maintenance performed in the system.

Input:

- 1) Output from previous tasks
- 2) Input from City personnel

Activities:

- 1) Collect and review available maintenance records to determine current maintenance costs.
- 2) Project future maintenance costs based on projected development.
- 3) Summarize anticipated maintenance costs.
- 4) Develop maintenance manual.

Output:

- 1) Maintenance Manual (costs will be used in Additional Task 1)

Additional Task 3 – Develop Low Impact Development Manual

Objective:

Create a Low Impact Development (LID) Manual that identifies areas in the City that are best suited for implementation of LID and which areas are not. The manual would also give general guidance for implementing LID and the Best Management Practices (BMPs) that the City would like to see implemented when appropriate.

Input:

- 1) Soils and elevation data
- 2) City input
- 3) Utah LID Guidance Manual

Activities:

- 1) Prepare a map of known high groundwater areas based on City input.
- 2) Prepare an LID suitability map based on soil, elevation, and high groundwater level datasets.
- 3) Prepare the LID manual and deliver draft to the City.
- 4) Finalize the LID manual and associated maps based on feedback from the City.

Output:

- 1) Low Impact Development Manual

Additional Task 4 – Develop Drainage Criteria Manual

Objective:

Develop a Drainage Criteria Manual for the City that details critical components of storm drainage design that can be shared with developers to create consistency in the design of facilities within the City

Input:

- 1) Output from previous tasks
- 2) Input from City

Activities:

- 1) Prepare a draft Drainage Criteria Manual.
- 2) Prepare the final Drainage Criteria based on feedback from the City.

Output:

- 1) Drainage Criteria Manual

SCHEDULE

We propose to complete the proposed work within eight months of notice to proceed for the base tasks (this estimate does not include the “additional tasks” category).

PROPOSED FEE

The estimated fees to complete tasks 1 through 5 is \$122,900 as shown in the table below. The inclusion of the additional tasks would increase the budget to \$159,900.

Task	Estimated fee
1: Management and Coordination	\$ 8,000
2: Data Collection	\$ 25,500
3: Develop Stormwater Model	\$ 42,700
4: Develop CIP and Master Plan Report	\$ 29,700
5: IFFP and IFA	\$ 17,000
Total	\$ 122,900

Proposed fees for additional tasks are listed in the following table.

Optional Additional Tasks	Estimated fee
1: Utility Rate Study	\$ 12,600
2: Develop Maintenance Manual	\$ 11,300
3: Develop LID Manual	\$ 5,500
4: Develop Drainage Criteria Manual	\$ 7,600
Total	\$ 37,000

ASSUMPTIONS

The proposed scope, budget, and schedule assume the following:

- 1) The City will respond promptly to all requests for data and information. All data listed as inputs in the scope are available and will be provided to HAL by the City.
- 2) The average urban subbasin will be between 10 and 30 acres in size depending on drainage paths and storm drain infrastructure in the area.
- 3) Tasks listed as additional would proceed concurrently with or after the master plan.
- 4) Prices listed for the additional tasks would be good until the end of 2024. At that point, HAL can apply rate increases and resubmit a scope and budget for these items at the City's request.
- 5) It is assumed that no 2-dimensional surface flow modeling will be required as part of the master planning effort. General guidance concerning conveyance of surface flows in the streets will be provided. If more detailed analysis for specific surface flooding problem areas is desired, HAL can provide a separate scope and budget for more detailed surface flow analysis as needed.
- 6) Flows coming into Vineyard City from neighboring municipalities will be provided by others.
- 7) Required financial and maintenance records will be made available by the City.
- 8) Existing data in GIS is accurate.
- 9) If pipeline material is unknown in GIS the pipeline material for upstream and downstream facilities will be assumed.
- 10) Impervious surface will be estimated using multi-spectral imagery.
- 11) Private detentions will not specifically be modeled. If the City desires, private detentions can be accounted for with regional unit detentions or can be ignored in order to be more protective.

Exhibit T.O. 319.11.100-B
STANDARD FEE SCHEDULE
2024

PERSONNEL CHARGES

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

Managing Professional III	\$228
Managing Professional II	\$220
Managing Professional I	\$208
Senior Professional III	\$197
Senior Professional II	\$188
Senior Professional I	\$174
Professional III.....	\$163
Professional II.....	\$147
Professional I.....	\$138
Professional Intern.....	\$127
Environmental Scientist I	\$119
Environmental Scientist II	\$133
Engineering Student Intern.....	\$76
Water Resource Specialist I	\$140
Water Resource Specialist II	\$161
Professional Geologist.....	\$161
Senior Designer.....	\$140
Designer	\$127
Senior Field Technician	\$132
Field Technician	\$100
CAD Operator.....	\$111
Public Relations Specialist.....	\$158
Administrative Assistant	\$76
Professional Land Surveyor.....	\$156
1 Man GPS Surveying Services.....	\$175
Drone Pilot	\$210
Expert Legal Services.....	\$345

DIRECT CHARGES

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

Communication, Computer, Reproduction	\$7 per labor hour
Out-of-town per diem allowance (lodging not included)	\$66 per day
Vehicle	\$0.70 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$150 per day
Data Logger/Transducer.....	\$150 per week
Credit Card Payment Fee	3.5% of Payment Amount

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

Note: Annual adjustments to personnel and expense charges will occur in January of each year.



ORDINANCE NO. 2007-03

AN ORDINANCE ENACTING AN IMPACT FEE FOR VINEYARD TOWN STORM AND GROUND WATER FACILITIES

WHEREAS, Vineyard Town has determined to provide storm water and ground water facilities for the benefit of the certain areas of Vineyard Town; and

WHEREAS, the storm and ground water facilities are to be paid for by a impact fees; and

WHEREAS, the Town has had an impact fee analysis completed for the proposed impact fees for the facilities; and

WHEREAS, the Town wishes to insure that new residents to the Town contribute their fair share to the building and expansion of the storm and ground water facilities; and

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

Section _____ Definitions.

As used in this ordinance:

(1) "Building permit fee" means the fees charged to enforce the uniform codes adopted pursuant to Title 58, Chapter 56, Uniform Building Standards Act, that are not greater than the fees indicated in the appendix to the International Building Code.

(2) "Development activity" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for culinary water.

(3) "Development approval" means any written authorization from Vineyard Town that authorizes the commencement of development activity.

(4) (a) "Impact fee" means a payment of money imposed upon development activity as a condition of development approval.

(b) "Impact fee" does not mean a tax, a special assessment, a building permit fee, a hookup fee, a fee for project improvements, or other reasonable permit or application fee.

(5) (a) "Project improvements" means site improvements and facilities that are:

(i) planned and designed to provide service for development resulting from a development activity; and

(ii) necessary for the use and convenience of the occupants or users of development resulting from a development activity.

(b) "Project improvements" does not mean system improvements.

(6) "Proportionate share" means the cost of the STORM AND GROUND WATER FACILITIES that are roughly proportionate and reasonably related to the service demands and needs of any development activity.

(7) "Service area" means a geographic area designated by a Vineyard Town on the basis of sound planning or engineering principles in which the STORM AND GROUND WATER FACILITIES will provide service within the area.

(8) (a) "System improvements" means:

- (i) existing public facilities that are designed to provide services to service areas within the community at large; and
 - (ii) future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the community at large.
- (b) "System improvements" does not mean project improvements.
- (9) Storm and Ground Water Facilities" means the basic back bone piping system to remove storm and ground water that may be collected from developed areas from the Town to Utah Lake or other place.

Section _____ Enactment

(1) (a) Vineyard Town does hereby impose upon the applicant for each building permit applied for after the 1st day of Sept. 2007 an impact fee for STORM AND GROUND WATER FACILITIES in the amount as set forth in attached impact fee analysis as Exhibit A hereto.

(b) The impact fee imposed not exceed the highest fee justified by the impact fee analysis performed pursuant to Utah Code Section 11-36-201.

(c) In calculating the impact fee, each Vineyard Town may include:

- (i) the construction contract price;
- (ii) the cost of acquiring land, improvements, materials, and fixtures;
- (iii) the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and
- (iv) 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.

(2) The following shall apply to this impact fee for STORM AND GROUND WATER FACILITIES:

(a) The service area for purposes of calculating and imposing the impact fee shall be the entire geographical area of the Town;

(b) the formula that Vineyard Town shall use to calculate the impact fee is as attached in exhibit A hereto;

(c) The Town may adjust the standard impact fee at the time the fee is charged to:

- (i) respond to unusual circumstances in specific cases; and
- (ii) ensure that the impact fees are imposed fairly; and
- (iii) to reflect the actual cost of inflation or deflation for construction projects in Utah since the time of adoption of the impact fee.

(d) the fee imposed under this ordinance may be adjusted on a particular development based upon studies and data submitted by the developer.

(3) Vineyard Town may:

(a) exempts low income housing and other development activities with broad public purposes from impact fees and establishes one or more sources of funds other than impact fees to pay for that development activity;

(b) impose an impact fee for PUBLIC SAFETY FACILITY costs previously incurred by the Town to the extent that new growth and development will be served by the previously constructed improvement; and

(c) allow a credit against impact fees for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities:

- (i) are identified in the Town's general plan; and

(ii) are required by the local political subdivision as a condition of approving the development activity.

Section _____ Accounting.

Vineyard Town shall:

- (1) establish separate interest bearing ledger accounts for this STORM AND GROUND WATER FACILITIES impact fee;
- (2) deposit impact fee receipts in the appropriate ledger account;
- (3) retain the interest earned on each fund or account in the fund or account; and
- (4) at the end of each fiscal year, prepare a report on each fund or account showing:
 - (a) the source and amount of all monies collected, earned, and received by the fund or account; and
 - (b) each expenditure from the fund or account.

Section _____ Expenditure

- (1) The Town may expend the impact fees only for:
 - (a) STORM AND GROUND WATER FACILITIES for public facilities identified in the impact fee analysis; and
 - (b) system improvements for the STORM AND GROUND WATER FACILITIES for which the fee was collected.
- (2) (a) Except as provided in Subsection (b), the Town shall expend or encumber the impact fees for a permissible use within six years of their receipt.
 - (b) The Town hold the fees for longer than six years if it identifies, in writing:
 - (i) an extraordinary and compelling reason why the fees should be held longer than six years; and
 - (ii) an absolute date by which the fees will be expended.

Section _____ Refunds.

- The Town shall refund any impact fees paid by a developer, plus interest earned, when:
- (1) the developer does not proceed with the development activity and has filed a written request for a refund;
 - (2) the fees have not been spent or encumbered; and
 - (3) no impact has resulted.

Section _____ Appeals.

- (1) Any person or entity residing in or owning property within the Town, and any organization, association, or corporation representing the interests of persons or entities owning property within Town, may file a declaratory judgment action challenging the validity of the fee.
- (2) (a) Any person or entity required to pay an impact fee who believes the fee does not meet the requirements of law may file a written request for information with the Town.
 - (b) Within two weeks of the receipt of the request for information, the Town shall provide the person or entity with the written analysis required by Utah Code Section 11-36-201 and with any other relevant information relating to the impact fee.
- (3) Any person or entity that has paid the fee and wishes to challenge the fee shall file a written request for information and pursue administrative remedies as set out below.

(a) the written request or challenge to the fees shall be filed within 30 days from payment of the fees if the challenge concerns whether the Town complied with the notice requirements of Utah Impact Fees Act

(b) the written request or challenge to the fees shall be filed within 180 days from payment of the fees if the challenge is to whether the Town complied with other procedural requirements of the Utah Impact Fee Act for imposing the impact fee.

(c) the written request or challenge to the fees shall be filed within one year from payment of the fees if the challenge is to whether the amount of the fee.

(4) (a) The Town does hereby establish an administrative appeals procedure to consider and decide challenges to impact fees. All appeals shall be made in writing addressed to the Mayor and filed with the Town Recorder. The Vineyard Town Council or a hearing officer appointed by the council shall hear and decide the appeal. The person making the appeal shall be entitled to present evidence, both written and oral, at the hearing and may be represented by counsel if he or she desires.

(b) The Town shall make its decision no later than 30 days after the date the challenge to the impact fee is filed.

(5) A challenge to either the procedural or substantive aspects of this impact fee may be initiated by filing:

(a) the administrative appeal as set forth above.

(b) a request for arbitration as provided in Subsection 11-36-402(1) of the Utah Code; or

(c) an action in district court.

(6) The sole remedy for a challenge of insufficient notice is the equitable remedy of requiring the Town to correct the defective notice and repeat the process.

(7) The sole remedy for a challenge of the procedure used to adopt the fee is the equitable remedy of requiring the Town to correct the defective process.

(8) The sole remedy for a challenge to the amount of the fee is a refund of the difference between what the person or entity paid as an impact fee and the amount the impact fee should have been if it had been correctly calculated.

(9) The judge may award reasonable attorneys' fees and costs to the prevailing party in any action brought under this section.

Section _____ Effective Date

(1) this ordinance shall take effect on the 1st day of September 2007.

Passed and dated this 8th day of August 2007.

Attest:

Recorded



EXHIBIT A
SCHEDULE OF FEES

The Storm Water Facilities Impact fee shall be \$ 8,196.19 per each acre of development.

Each July 1st beginning with the year 2008 this fee shall be automatically increased by an amount equal to the rate of inflation as established by the Wells Fargo Wasatch Front Cost of Living Index for the prior year.

SUMMARY OF ~~STORM AND GROUND WATER FACILITIES~~ IMPACT FEE ANALYSIS

The facilities proposed to be built with this impact fee are the basic back bone storm and ground water drain lines that will be in the public roads. They will be owned and maintained by the Town.

The Storm and Ground Water Facilities Impact Fee analysis results in the Town being able to assess a maximum impact fee of \$8,196.19 (in 2007 dollars) per each acre of development in the identified service area. The identified service area is generally the southern portion of Vineyard except the area of the Sleepy Ridge Development and the existing developed homes.

Residential development is presumed by the analysis to be at approximately 2.5 units per acre which will result in an approximate fee of \$3279 per single family dwelling.

Commercial and other non residential developments will be charged the fee based on how many acres of ground is developed.

STORM WATER AND LAND DRAIN FACILITIES IMPACT FEE ANALYSIS FOR VINEYARD TOWN

PART ONE INTRODUCTION

Vineyard Town proposes to enact an impact fee to help the town pay for the costs of certain storm water and ground water facilities improvements necessary for the anticipated future growth of the Town.

The Utah Impact Fees Act requires a written analysis of any impact fee adopted by an entity such as Vineyard Town. The purpose of the analysis is to ensure that any proposed impact fee on new development is necessary and is reasonably calculated to ensure that new development is not bearing more than its share of the impact created by the new development.

The written analysis must identify the impact on system improvements required by new development activity; demonstrate how the impacts are reasonably related to the new development activity; estimate the proportionate share of the cost of the impact on system improvements related to new development activity; and based on the for mentioned factors identify how the proposed impact fee is calculated.

For purposes of this analysis the following definition shall apply:

(1) "Building permit fee" means the fees charged to enforce the uniform codes adopted pursuant to Title 58, Chapter 56, Utah Uniform Building Standards Act, that are not greater than the fees indicated in the appendix to the International Building Code.

(2) "Development activity" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.

(3) "Development approval" means any written authorization from a local political subdivision that authorizes the commencement of development activity.

(4) (a) "Impact fee" means a payment of money imposed upon development activity as a condition of development approval.

(b) "Impact fee" does not mean a tax, a special assessment, a building permit fee, a hookup fee, a fee for project improvements, or other reasonable permit or application fee.

(5) (a) "Project improvements" means site improvements and facilities that are:

(i) planned and designed to provide service for development

resulting from a development activity; and

(ii) necessary for the use and convenience of the occupants or users of development resulting from a development activity.

(b) "Project improvements" does not mean system improvements.

(6) "General Plan" shall mean the Vineyard Town General Plan adopted pursuant to Utah Code 10-91-101, as may have been amended from time to time.

(7) "Proportionate share" means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any development activity.

(8) "Storm and Land Drain Facilities" means the basic backbone publicly owned and maintained capital facilities designed by the Town to collect manage and remove storm water and ground subsurface water from he Town.

(9) "Service area" means a portion of Vineyard Town identified in Exhibit A hereto roughly consisting of 371.3 acres.

(10) (a) "System improvements" means:

(i) existing public facilities that are designed to provide services to service areas within the community at large; and

(ii) future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the community at large.

(b) "System improvements" does not mean project improvements.

(11) "Town" means Vineyard Town.

In addition any other term not defined above is intended to be defined as provided for in the Utah Impact Fee Act.

PART TWO

IMPACT OF PROJECTED DEVELOPMENT ON CURRENT STROM WATER AND LAND DRAIN FACILITIES SYSTEM IMPROVEMENTS

PRESENT VINEYARD

Vineyard Town is a Utah municipality located in Utah County state of Utah. It is classified by population as a town. Vineyard Town has a population of approximately 150 residents. It was originally incorporated in 1989. The existing uses of land in Vineyard consist of large lot residential uses; a few commercial uses; some existing agricultural uses; and a large industrial area (former Geneva Steel site) that is undergoing redevelopment. The majority of property within Vineyard Town is presently under active development or redevelopment at a significantly more intensive level of use.

There is no existing Town owned or managed storm water or land drain facilities in Vineyard Town. The current land uses do not require the Town to own or manage either storm water or land drain facilities. All users of property are currently managing storm water and ground water for their own property and uses. However the existing methods of managing storm and ground water will not support any significant level of development or the redevelopment of the existing land uses. It is anticipated that more

urban development will create the need for publicly owned and managed facilities to control, manage and remove storm and ground water.

DEVELOPMENT POTENTIAL

Development proposals have been received, or have been discussed with the Town, for all areas of the Town other than the existing residential area including the Service Area that this analysis concerns. It is anticipated by the Town that all present agricultural uses will eventually be replaced by more urban uses such as residential subdivisions and supporting neighborhood commercial uses. The Town has adopted a General Plan that anticipates some of this Development Activity and has entered into a development agreement (Homestead Agreement) with a large landowner that is developing the bulk of the land within the impact fee Service Area that allows fairly intensive urban type development.

PLANNED STORM WATER AND LAND DRAIN FACILITIES

Vineyard Town has as part of the Homestead development agreement with a large landowner adopted a plan for certain storm water and land drain facilities for the service area. A general description of these planned facilities is attached hereto as Exhibit A hereto.

All of the backbone storm water and land drain facilities planned for in the development agreement shown on Exhibit A are system improvements as defined by Utah Code 11-36-102(16)(a) in that they are anticipated to be future public facilities that are intended to provide services to the Service Area and not to any individual development project.

PART THREE **DEVELOPMENT ACTIVITY'S IMPACT ON EXISTING AND REQUIRED ROADWAY FACILITIES SYSTEM IMPROVEMENTS**

The current Town system or requiring a land user to control and manage his own storm and ground water is adequate for the existing land uses within the Town. Without new development or redevelopment occurring there will be no need for the planned storm water or land drain improvements. Any development of the existing agricultural uses in more urban uses will require some system to manage and remove storm and ground water.

PART FOUR **ESTIMATE OF THE PROPORTIONATE SHARE OF THE COSTS OF THE REQUIRED FACILITIES REASONABLY RELATED TO THE NEW DEVELOPMENT ACTIVITY**

The current estimated cost of the planned for and required storm and ground water facilities in 2007 dollars is \$3,043,244.91 (see Exhibit A hereto for the calculation)

The Utah Impact Fee Act suggests that any analysis of the proportionate share of the costs of required system improvements should include an analysis of the cost of any existing similar facilities; the manner of financing the existing facilities; the previous contribution of the properties proposed for Development Activity to the existing facilities; the future potential contribution of newly developed properties to the cost of existing facilities; the extent to which newly developed properties will be entitled to a credit for providing System Improvements; extraordinary costs, if any, of servicing the newly developed properties; and the time-price difference inherent in comparisons of amounts of money paid at different times.

COST OF EXISTING PUBLIC FACILITIES

There is no existing Town owned storm or ground water facilities.

MANNER OF FINANCING EXISTING PUBLIC FACILITIES

There is no existing Town owned storm or ground water facilities.

CONTRIBUTION OF PROPOSED DEVELOPMENT TO EXISTING FACILITIES

The proposed new development properties did not contribute in any significant way to the construction of the existing facilities.

FUTURE CONTRIBUTION OF NEW DEVELOPMENT TO COST OF EXISTING FACILITIES

Because the Town does not have any future obligation for the cost of the any existing Town facilities there will be no future contribution of the anticipated new development to the existing street facilities.

CREDIT FOR DEVELOPERS FOR PROVIDING SYSTEM IMPROVEMENTS

To the extent that new development provides any of the planned for storm and ground water facilities those developments will be entitled to a credit against the impact fee to be assessed. The Town does not anticipate providing any of the identified Storm and Land Drain Facilities that are system improvements except through the use of these impact fees. To the extent that the Town does provide any of the facilities through general taxation or other means, any developments that have paid an impact fee for the Storm Water and Land Drain Facilities shall be entitled to a proportionate credit or refund.

EXTRAORDINARY COSTS

There will not be any extraordinary costs in providing future services to the newly developed and redeveloped areas of the Town which will affect new developments' proportionate share of the costs of these proposed facilities.

TIME-PRICE DIFFERENTIAL OF MONEY

Because all facilities required for new development or redevelopment are new facilities there is no comparison to be made for amounts paid for facilities in different times.

PART FIVE HOW THE IMPACT FEE IS CALCULATED

In calculating the amount of the potential impact fee the following principals have been followed. The impact fee to be imposed can not exceed the highest fee justified by this impact fee analysis. The analysis may include the estimated construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and debt service charges, if the Town 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.

It is anticipated that the majority of the future land uses in the Service Area will be residential uses. It is anticipated that the impact fee will be assessed all new development activity in the Service Area. The fee will be assessed at the time the building permit for new development activity is issues and will be assessed against the person or entity that takes out the permit.

The benefited service area for the Storm and Land Drain Impact Fee the area of Vineyard Town described in Exhibit A hereto. It is an area of approximately 371.3 acres (after excluding the already developed parcels). It is anticipated that all of this Service Area, except the currently developed parcels of property and the Utah lake shore areas (which is not susceptible to development) will use and benefit from the improvements.

The current estimated cost of the planned for and required Storm and Land Drain Facilities in 2007 dollars is \$3,043,244.91. This equals \$8,196.19 per each acre that is to be developed. This includes all land acquisition costs, engineering and other associated costs. A more detailed cost estimate is contained in Exhibit B hereto.

The current Town general plan anticipates an overall residential density of 2.5 single family residences per acre. The current Homestead development subject to the development agreement anticipates 1086 units on 317.7 acres of ground. The Service Area consists of approximately 371.3 acres. Assuming development at the approved level and based on the planned overall residential density, the proportionate share for each new single family residential building permit for the required Storm and Land Drain system improvement costs will be \$3279 per new residential unit built in the Service Area, in 2007 dollars.

Non-single family residential uses will be assessed at time of building permit based on a per acre basis.

PART SIX
CONCLUSION

The planned new Storm and Land Drain Facilities are all required to support any significant development activity in the Service Area identified in the Exhibits A and B hereto. The existing system of controlling storm and ground water is adequate without new development. The estimated cost of the Storm and Land Drain Facilities identified for the Service Area is \$3,043,244.91 in 2007 dollars will be necessary to eventually build the facilities. All of this projected cost is an impact of new development. Based on this analysis an impact fee of \$ 8,196.19 per acre of development or \$3,279 per residential unit (in 2007 dollars) is justified.

Storm and Land Drain Impact Fee

Contributing Areas		ERUs
Area	Acres Area Description	
5	N/A Rail Road (Excluded)	20
9	8 ** LDS Church Farm (Frontage on Center Street)	184
10	23.5 * LeCheminant	15.5
11	6.2 ** Robins East	
12	N/A Wynn (Excluded)	
13	N/A Town Hall & Surrounding Houses (Excluded)	28.5
14	11.4 ** Robins West	1086
15	317.7 * Homesteads	11.25
16	4.5 ** Jack & Glade Holdaway	
24	N/A Utah Lake Shore Area (Excluded)	
371.3 Area Acres		1345.25

* Homestead/ Vineyard Town Agreed Density Units

** 2.5 ERU / Acre Density

Storm Water & Land Drain Systems Cost	
Storm Water Cost	\$ 1,974,758.41
Land Drain Cost	\$ 1,030,115.75
Design Cost	\$ 38,370.75
Total Cost	\$ 3,043,244.91

Credit to Homesteads Pods	\$ 2,603,929.00
1086 Units x \$2379.97	
Cost to Reimburse	\$ 439,315.91
53.6 acres x 2.5 units/acre	134
Non Homestead acres * 2.5 Units/Acre	
Impact Fee / ERU \$	3,279.00

OR

Total Acreage:	371.3
Cost per Acre:	\$ 8,196.19
Impact FEE / ERU \$	2,262.22
<i>Total Cost (H8) / Total ERUs (E16)</i>	

EXHIBIT A
SCHEDULE OF FEES

The Storm Water Facilities Impact fee shall be \$ 8,196.19 per each acre of development.

Each July 1st beginning with the year 2008 this fee shall be automatically increased by an amount equal to the rate of inflation as established by the Wells Fargo Wasatch Front Cost of Living Index for the prior year.

Estimated Costs

Contract—Storm Water & Land Drain Systems

tion

cluded)

Farm (Frontage on Center Street)

ted)

Surrounding Houses (Excluded)

Holdaway

ore Area (Excluded)

enefited Area Acres

\$39,316

96.19 Estimated Reimbursement per acre
ed Area Acres)

(96.19) = \$439,316

ject Area x Estimated Reimbursement per acre)

\$,603,929

,929

rsement)

- \$2,397.72 (Based on 1,086 Project Area units)

Area units)

No	Item	Qty	Unit
1	Mobilization	1	LS \$
2	Furnish and install 15" SDR 35 PVC sewer pipe and fittings, for land drains, including all required earthwork	4,680	LF
3	Furnish and install 12" SDR 35 PVC sewer pipe and fittings, for land drains, including all required earthwork	4,420	LF
4	Furnish and install 8" SDR 35 PVC sewer pipe and fittings, for land drains, including all required earthwork	4,100	LF
5	Furnish and install 48" class III reinforced concrete sewer pipe and fittings, for storm drains, including all required earthwork	1,200	LF
6	Furnish and install 36" class III reinforced concrete sewer pipe and fittings, for storm drains, including all required earthwork	3,200	LF
7	Furnish and install 30" class III reinforced concrete sewer pipe and fittings, for storm drains, including all required earthwork	1,680	LF
8	Furnish and install 27" class III reinforced concrete sewer pipe and fittings, for storm drains, including all required earthwork	2,700	LF
	Furnish and install 24" class III reinforced concrete sewer pipe and fittings, for storm drains, including all required earthwork	960	LF
10	Furnish and install 21" class III reinforced concrete sewer pipe and fittings, for storm drains, including all required earthwork	1,420	LF
	Furnish and install 18" class III reinforced concrete sewer pipe and fittings, for storm drains, including all required earthwork	1,280	LF
12	Furnish and install 15" class III reinforced concrete sewer pipe and fittings, for storm drains, including all required earthwork	2,780	LF
13	Furnish, place and compact borrow for pipe bedding for land drains	5,880	CY
14	Furnish and place borrow for trench backfill for land drains	23,420	CY
15	Furnish, place and compact borrow for pipe bedding for storm drains	13,400	CY
16	Furnish and place borrow for trench backfill for storm drains	26,800	CY
17	Furnish, place and compact borrow material for trench stabilization	2,500	CY
18	Construct standard storm drain inlet boxes, complete	31	EA

Continues on next page

Estimated Costs

Harper Contract—Storm Water & Land Drain Systems

- | No | Item |
|----|---|
| 19 | Construct 48" standard storm drain manholes, complete |
| 20 | Construct 48" standard land drain manholes, complete |
| 21 | Construct 60" standard storm drain manholes, complete |
| 22 | Construct 60" standard land drain manholes, complete |
| 23 | Construct 48" combo boxes, complete |
| 24 | Construct 60" combo boxes, complete |
| 25 | Construct Storm Drain Treatment System, CDS # PSWC56-68-8, complete, including all required earthwork and all appurtenant work |
| 26 | Construct Utah Lake outlet structure at end of storm canal, complete, including all required earthwork, riprap and appurtenant work |
| 27 | Furnish and install riprap at outlet in canal, complete, including all required earthwork, gravel base, and all appurtenant work |
| 28 | Adjust storm drain manhole covers to finish grade, complete, including all required earthwork and concrete collars |
| 29 | Adjust land drain manhole covers to finish grade, complete, including all required earthwork and concrete collars |
| 30 | Furnish and install 15" flared end sections, complete, including all required earthwork, gravel bedding, and appurtenant work |
| 31 | Construct concrete wetlands inlet structure, complete, including all required earthwork, gravel bedding, and appurtenant work |
| 32 | Construct Utah Lake outlet structure at end of land drain, complete, including all required earthwork, gravel bedding, and all appurtenant work |

Harper Contract—Storm Water

Gilson Design

- Planning/Coordination
- Storm Drain Design
- Wetlands Storm System

Adjusted based on actual acreages. Including but not limited to, design, engineering, construction expenses. Estimated Costs will be adjusted to actual costs less Pro-gram effective after Developer is fully reimbursed. the Agreement. If the Project Area units ultimately exceed 1086, then act Fees.

HANSEN, ALLEN & LUCE, INC.
ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT (this "AGREEMENT") is made and entered into as of the 31st day of October, 2017, by and between Vineyard City ("CLIENT") and HANSEN, ALLEN & LUCE, INC., a Utah corporation ("HAL"), who agree as follows:

1. PROJECT. CLIENT desires to engage HAL to provide engineering, technical, and other services as described below in connection with CLIENT'S project (the "PROJECT"). The PROJECT is described as follows: _____ (see each "Task Order" for each TASK PROJECT description)

The site of the PROJECT (the "PROJECT SITE") is located as follows: _____
(See each "Task Order" for TASK PROJECT location)

2. SCOPE OF SERVICES. HAL shall provide certain specified services (the "SERVICES") on the PROJECT in accordance with this AGREEMENT, the Hansen, Allen & Luce, Inc. Standard Terms and Conditions ("STANDARD TERMS") attached hereto as Exhibit A, and the Scope of Services ("SCOPE OF SERVICES") as defined in each "Task Order". HAL shall not be responsible to provide any services not expressly contained in the STANDARD TERMS or the SCOPE OF SERVICES.

3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on an (See each "Task Order") in accordance with the current HAL Standard Fee Schedule ("FEE SCHEDULE") attached to each "Task Order." CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with this AGREEMENT and FEE SCHEDULE.

4. SCHEDULE. SERVICES will be completed within (See each "Task Order") calendar days following written authorization from the CLIENT to HAL to proceed.

5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this AGREEMENT are incorporated herein and are made a part of this AGREEMENT.

6. CLIENT has read and understood the terms and conditions set forth on this AGREEMENT, the STANDARD TERMS, and all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of this AGREEMENT.

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

CLIENT: VINEYARD CITY

By: [Signature]

Its: CITY MANAGER

Attest: [Signature]

Its: Deputy Recorder

HANSEN, ALLEN & LUCE, INC.

By: [Signature]

Its: President

Attest: [Signature]

Its: Vice President

EXHIBIT A

HANSEN, ALLEN & LUCE, INC. STANDARD TERMS AND CONDITIONS

The standard terms and conditions set forth herein are attached to and made a part of the Engineering Services Agreement (the "AGREEMENT") between Hansen, Allen & Luce, Inc. ("HAL"), a Utah corporation and CLIENT (as defined in the AGREEMENT).

All capitalized terms which are not specifically defined herein shall have the meanings assigned to such terms in the AGREEMENT.

ARTICLE 1. SERVICES. The SERVICES to be provided by HAL are limited to and shall be as set forth in the SCOPE OF SERVICES attached to the AGREEMENT as Task Orders.

ARTICLE 2. BILLING. Unless otherwise expressly provided in the AGREEMENT, billings will be based on actual accrued time, costs and expenses. CLIENT agrees to pay invoices upon receipt. If payment is not received by HAL within 30 days of the invoice date, the amount due shall bear interest at a rate of 1.5 percent per month (18 percent per annum), before and after judgement and CLIENT shall pay all costs of collection, including without limitation reasonable attorneys' fees (provided, however, if interest provided in this ARTICLE 2 exceeds the maximum interest allowed under any applicable law, such interest shall automatically be reduced to the maximum interest allowable by applicable law). If CLIENT has any objection to any invoice or part thereof submitted by HAL, CLIENT shall so advise HAL in writing, giving CLIENT's reasons, within 14 days of receipt of such invoice. Payment of the invoice shall constitute final approval of all aspects of the work performed to date as well as the necessity thereof. If the PROJECT or the AGREEMENT is terminated in whole or part prior to the completion of the SERVICES, then HAL shall be paid for work performed prior to HAL's receiving or issuing written notice of such termination and in addition HAL shall be reimbursed for any and all expenses associated with the termination of the PROJECT or the AGREEMENT, including without limitation any "shut-down" costs.

ARTICLE 3. RIGHT OF ENTRY. CLIENT grants a right of entry to the PROJECT SITE to HAL, its employees, agents, consultants, contractors, and subcontractors, for the purpose of performing services, and all acts, studies, and research in connection therewith, including without limitation the obtaining of samples and the performance of tests and evaluations.

ARTICLE 4. PERMITS AND LICENSES. CLIENT represents and warrants that it possesses all necessary permits and licenses required for the performance of the SERVICES and the continuation of CLIENT and HAL's activities at the PROJECT SITE.

ARTICLE 5. DOCUMENTS. CLIENT shall furnish, or cause to be furnished, such reports, data, studies, plans, specifications, documents and other information deemed necessary by HA&L for the proper performance of the SERVICES. HA&L shall be entitled to rely upon documents provided by the CLIENT in performing the SERVICES. All documents provided by CLIENT shall remain the property of CLIENT; provided, that HA&L shall be permitted at HA&L's discretion to retain copies of such documents for HA&L's files. The CLIENT acknowledges HA&L's documents (including but not limited to data, reports, Drawings, Specifications, Record Drawings, and other deliverables) as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to HA&L. The CLIENT shall not reuse or make any modifications to the documents without prior written authorization of HA&L. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HA&L harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by the CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of HA&L.

CLIENT shall not rely in any way on any Document unless it is in printed form, signed or sealed by HA&L or one

of its Consultants. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

ARTICLE 6. OPINIONS REGARDING COST. In providing opinions of probable construction cost, the CLIENT understands that HA&L has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of HA&L's qualifications and experience. HA&L makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

ARTICLE 7. INDEMNITY. HA&L hereby agrees to indemnify and hold harmless CLIENT and CLIENT's officers, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by any negligent acts, errors or omissions of HA&L or HA&L's consultants or subconsultants of any tier, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HA&L's SERVICES. CLIENT hereby agrees to indemnify and hold harmless HA&L and HA&L's consultants and subconsultants of any tier and their officers, directors, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's other consultants or contractors, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HA&L's SERVICES.

ARTICLE 8. ENGINEER LIABILITY. HA&L maintains worker's compensation and employer's liability insurance for HA&L personnel, as may be required by state law. HA&L also maintains liability and auto liability insurance as required by state law. HA&L also maintains professional liability insurance. A Certificate of Insurance evidencing the coverage currently held by HA&L may be supplied upon written request by CLIENT.

Notwithstanding any provision of the AGREEMENT to the contrary, HA&L shall not be liable or responsible for any costs, expenses, losses, damages, or liability beyond the amounts, limits, coverage, or conditions of the insurance held by HA&L. In the event any third party brings suit or claim against HA&L for any matter relating to or arising from the SERVICES, the PROJECT, or the PROJECT SITE (including, without limitation any suit alleging exposure to or damage from material, elements or constituents at or from the PROJECT or the PROJECT SITE or which is alleged to have resulted in or caused disease or any adverse health condition to any third party, or resulted in costs for remedial action, inhabitability of the property, or other property damage), before, during or after the performance of the SERVICES, CLIENT agrees, at its sole cost and expense, to indemnify, defend and hold HA&L and its officers, employees, contractors, and representatives harmless from all costs (including without limitation attorney's fees, witness costs and courts costs), expenses, losses and judgements. CLIENT shall have the right to investigate, negotiate and settle, with HA&L's concurrence, any such suit or claim.

ARTICLE 6. OPINIONS REGARDING COST. In providing opinions of probable construction cost, the CLIENT understands that HAL has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of HAL's qualifications and experience. HAL makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

ARTICLE 7. INDEMNITY. HAL hereby agrees to indemnify and hold harmless CLIENT and CLIENT's officers, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the

extent caused by any negligent acts, errors or omissions of HAL or HAL's consultants of any tier, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES. CLIENT hereby agrees to indemnify and hold harmless HAL and HAL's consultants of any tier and their officers, directors, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's other consultants or contractors, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES.

ARTICLE 8. ENGINEER LIABILITY. HAL maintains worker's compensation and employer's liability insurance for HAL personnel, as may be required by state law. HAL also maintains liability and auto liability insurance as required by state law. HAL also maintains professional liability insurance. A Certificate of Insurance evidencing the coverage currently held by HAL may be supplied upon written request by CLIENT. HAL shall notify client of any changes in coverage within 10 work days prior to change.

Notwithstanding any provision of the AGREEMENT to the contrary, HAL shall not be liable or responsible for any costs, expenses, losses, damages, or liability beyond the amounts, limits, coverage, or conditions of the insurance held by HAL. CLIENT agrees, at its sole cost and expense, to indemnify, defend and hold HAL and its officers, employees, contractors, and representatives harmless from all costs (including without limitation attorney's fees, witness costs and courts costs), expenses, losses and judgements for claims brought by third parties that are found to be without merit as to HAL. CLIENT shall have the right to investigate, negotiate and settle, with HAL's concurrence, any such suit or claim.

ARTICLE 9. FORCE MAJEURE. HAL is not responsible for damages or delays in performance caused by factors beyond HAL's control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of HAL's services or work product promptly, or delays caused by faulty performance by CLIENT or by contractor(s) or any level. When such delays beyond HAL's reasonable control occur, the CLIENT agrees HAL is not responsible for damages, nor shall HAL be deemed to be in default of this AGREEMENT.

ARTICLE 10. CORPORATE PROTECTION. It is intended by the parties to this AGREEMENT that HAL's professional services in connection with the project shall not subject HAL's individual employees, officers or directors to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HAL, a Utah corporation, and not against any of HAL's employees, officers or directors.

ARTICLE 11. EXTENSION OF PROTECTION. The CLIENT agrees to extend any and all liability limitations and indemnifications provided by the CLIENT to HAL to those individuals and entities HAL retains for performance of the services under this AGREEMENT, including but not limited to HAL's officers and employees and their heirs and assigns, as well as HAL's consultants and their officers, employees, heirs and assigns.

ARTICLE 12. STANDARD OF CARE. The SERVICES will be performed in accordance with generally accepted engineering principles and practices existing at the time of performance for the locality where the SERVICES were performed.

ARTICLE 13. GOVERNING LAW. The CLIENT and HAL agree that all disputes arising out of or in any way connected to this AGREEMENT, its validity, interpretation and performance and remedies for breach of contract, or any other claims related to this AGREEMENT shall be governed by the laws of the State of Utah.

ARTICLE 14. MEDIATION. In an effort to resolve any conflicts that arise during the design or construction of the PROJECT or following the completion of the PROJECT, the CLIENT and HAL agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

ARTICLE 15. LEGAL ACTION. All legal actions by either party against the other arising from the AGREEMENT, or for the failure to perform in accordance with the applicable standards of care provided in the AGREEMENT, or for any other cause of action, shall be barred 2 years from the date the claimant knew or should have known of its

claim: provided, however, no legal actions shall be asserted by CLIENT or HAL after 6 years from the date of substantial completion of the SERVICES.

ARTICLE 16. LITIGATION ASSISTANCE. The SCOPE OF SERVICES does not include costs of HAL for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of HAL except for suits or claims between the parties to the AGREEMENT will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this AGREEMENT, unless and until otherwise required by a court or arbitrator.

ARTICLE 17. CHANGES. CLIENT may make or approve changes by written change order within the SCOPE OF SERVICES. CLIENT shall pay any additional costs of such changes at the rates set forth in the current FEE SCHEDULE.

ARTICLE 18. TERMINATION. Either the CLIENT or HAL may terminate this AGREEMENT at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The CLIENT shall within thirty (30) calendar days of termination pay HAL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this AGREEMENT.

ARTICLE 19. SURVIVAL. All obligations arising prior to the termination of the AGREEMENT and all provisions of the AGREEMENT allocating the responsibility or liability between CLIENT and HAL shall survive the completion of the SERVICES and the termination of the AGREEMENT.

ARTICLE 20. NO THIRD PARTY BENEFICIARIES. No rights or benefits are provided by the AGREEMENT to any person other than the CLIENT and HAL and the AGREEMENT has no third-party beneficiaries.

ARTICLE 21. INTEGRATION. The AGREEMENT and all the exhibits and attachments thereto constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by all parties thereto.

ARTICLE 22. CONTRACTOR AND JOB-SITE SAFETY. If contractor(s) are involved in the PROJECT, HAL shall not be responsible for the supervision or direction of any contractor or its employees or agents, and CLIENT shall so advise the contractor(s). Neither the professional activities of HAL, nor the presence of HAL or his or her employees and consultants at a construction site, shall relieve the contractor(s) and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HAL and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. HAL shall not be responsible for job or site safety on the PROJECT or at the PROJECT SITE, and HAL shall not have the right or obligation to stop the work of any contractor or other person at the PROJECT SITE. The CLIENT agrees that the contractor(s) are solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the contractor(s). The CLIENT also agrees that CLIENT, HAL and HAL's consultants shall be indemnified and shall be made additional insureds under the contractor(s) general liability insurance policy.

ARTICLE 23. NO SUPERVISION OR REPORTING DUTIES. HAL shall not, under any circumstances, assume control of or responsibility for the PROJECT SITE or the persons operating on the PROJECT SITE nor shall HAL be responsible for reporting to any federal, state or local agencies any conditions at the PROJECT SITE that may present potential dangers to public health, safety or the environment. CLIENT shall promptly notify the appropriate federal, state or local agencies, or otherwise disclose any information that may be necessary to prevent any danger to health, safety or the environment, in accordance with applicable law and in a timely manner.

ARTICLE 24. SHOP DRAWING REVIEW. HAL shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose for checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or

completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. HAL's review shall be conducted with reasonable promptness while allowing sufficient time in HAL's judgement to permit adequate review. Review of a specific item shall not indicate that HAL has reviewed the entire assembly of which the item is a component. HAL shall not be responsible for any deviations from the Construction Documents not brought to the attention of HAL in writing by the Contractor. HAL shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

ARTICLE 25. HAZARDOUS MATERIALS. As used in this AGREEMENT, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the PROJECT SITE

ARTICLE 26. HAZARDOUS MATERIALS - SUSPENSION OF SERVICES. Both parties acknowledge that HAL's SCOPE OF SERVICES does not include any services related to the presence of any hazardous or toxic materials. In the event HAL or any other party encounters any hazardous or toxic materials, or should it become known to HAL that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HAL's services, HAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

ARTICLE 27. HAZARDOUS MATERIALS INDEMNITY. The CLIENT agrees, notwithstanding any other provision of this AGREEMENT, to the fullest extent permitted by law, to indemnify and hold harmless HAL, its officers, partners, employees and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, or about or adjacent to the PROJECT SITE, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of HAL.

**TASK ORDER NO. 319.02.100
TO
ENGINEERING SERVICES AGREEMENT**

CLIENT: Vineyard City
Effective Date of Agreement: October 31, 2017

THIS TASK ORDER NO. 319.02.100 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 31st day of October, 2017, by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Storage Tank Location Study

The PROJECT SITE is located as follows: Vineyard City limits

2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 319.02.100-A.
3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on a time and materials basis with a Not-to-Exceed amount of 12,960.00 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 319.02.100-B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. SERVICES associated with this TASK ORDER will be completed within 60 calendar days following written authorization from the CLIENT to HAL to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

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

CLIENT: VINEYARD CITY

By: [Signature]

Its: CITY MANAGER

Attest: [Signature]

Its: Deputy Recorder

HANSEN, ALLEN & LUCE, INC.

By: [Signature]

Its: President

Attest: [Signature]

Its: Vice President

SCOPE OF SERVICES

Summarized below are the project background, project approach, and fee estimate.

BACKGROUND

Hansen, Allen & Luce, Inc. (HAL) recently completed a study for CUWCD, Orem and Vineyard to evaluate the finished water storage tank needs and possible tank locations for the City of Orem (Orem) and Vineyard City (Vineyard) drinking water systems. Some of the existing water storage for each system is co-located with Central Utah Water Conservancy District (CUWCD) treated water storage that provides operational storage for its Don A. Christiansen Regional Water Treatment Plant (DACRWTP) and allows CUWCD to provide reliable and safe water deliveries to all of its wholesale customers. Recently, as growth has occurred in Orem and Vineyard, water demands during peak season have increased and have caused water levels in the combined storage facility to drop below acceptable operating minimums. Orem and Vineyard needed to evaluate storage needs and to properly locate storage tank(s) to be built in the near future. This study identified storage location alternatives for Vineyard that would place the storage tanks in Orem at required elevations to provide gravity flow to Vineyard from the tanks.

Vineyard obtains its water supply in part from CUWCD for the northern area of Vineyard and from Orem City for the southern area.

Politically, it may not be feasible to locate Vineyard tanks in Orem City. Therefore, Vineyard desires to evaluate more fully the following two alternatives: 1) to locate storage tanks within Vineyard (which will require booster pumping out of the tanks to the required pressure to serve the Vineyard water system), and 2) obtaining all of the water supply for Vineyard from Central Utah Water Conservancy District (CUWCD) and constructing combined storage with CUWCD at their Terminal Reservoir Site in Saratoga Springs. Under Alternative 1, Vineyard could continue to obtain a portion of its water supply from Orem or it could obtain all of its supply from CUWCD. Under Alternative 2, Vineyard would obtain all of its supply from CUWCD.

PROJECT APPROACH

The project approach is summarized below by major task and subtask.

Task 100	STORAGE TANK LOCATION AND EVALUATION
101	Project administration and meeting with Vineyard to discuss tank location options within the City.
102	Meet with Vineyard and CUWCD to discuss the option of constructing storage within the CUWCD system and using CUWCD pipelines for transmission to Vineyard.
103	Use the existing water system model (developed and used for the prior

- study) to evaluate system improvements required to locate storage tanks at one or two locations within Vineyard.
- 104 Use the existing water system model (developed and used for the prior study) to evaluate system improvements required to obtain all water from CUWCD and to develop storage within the CUWCD system.
- 105 Meet with Vineyard to discuss the results of the modeling efforts.
- 106 Meet with CUWCD to discuss modeling and options developed for Alternative 2 of obtaining all water from CUWCD and locating storage within the CUWCD system.
- 107 Perform an economic analysis of the alternatives.
- 108 Prepare a report in memorandum format that summarizes the results of the study.
- 109 Submit the report to Vineyard for review and comment and meet with Vineyard to receive comments.
- 110 Finalize the report based on Vineyard's comments and submit the final report to Vineyard.
- 111 Develop presentation to be made to City Council.
- 112 Make presentation to City Council.

ESTIMATED FEE

HAL proposes a professional "not to exceed" engineering budget of \$12,960.00 to perform the services as outlined in this proposal.

Attached is a detailed manpower and cost breakdown by task and subtask. Work will be billed in accordance with the attached fee schedule.

Assumptions included in our fee estimate are as follows:

1. HAL will utilize the existing hydraulic model developed during the prior study (referenced above) in performing this study. We have not assumed any additional time in updating the model and making modifications to it, other than those required to evaluate the alternatives described above.
2. The study does not include any geotechnical work associated with the identified tank sites.

PROJECT SCHEDULE

The proposed project can be completed within approximately 60 days from the notice to proceed.

**STANDARD FEE SCHEDULE
2017**

PERSONNEL CHARGES

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

Senior Managing Professional	\$177.00/hr
Managing Professional	\$151.95/hr
Senior Professional II	\$141.00/hr
Senior Professional I	\$132.15/hr
Professional III.....	\$120.20/hr
Professional II.....	\$110.00/hr
Professional I.....	\$102.20/hr
Professional Intern.....	\$92.30/hr
Engineering Student Intern	\$47.90/hr
Senior Designer.....	\$98.60/hr
Senior Field Technician	\$100.50/hr
Field Technician	\$80.15/hr
CAD Operator.....	\$80.15/hr
Secretary.....	\$58.95/hr
Professional Land Surveyor.....	\$113.30/hr
1 Man GPS Surveying Services – Surveying Technician	\$100.50/hr
1 Man GPS Surveying Services - PLS.....	\$133.90/hr
2 Man GPS Surveying Services - PLS.....	\$149.30/hr
Expert Legal Services.....	\$280.00/hr

DIRECT CHARGES

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

Communication, Computer, Reproduction	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	\$35.00 per day
Vehicle	\$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$130.00 per day
Drone Unit	\$500.00 per day plus data conversion costs
Data Logger/Transducer.....	\$125.00 per week

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

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

HAL PROPOSAL SPREADSHEET

CLIENT: Vineyard
 PROJECT: Storage Tank Location Study



Task #	Task Activity	Billing Period	Hours						Total Hours	Labor Costs	Expense Cost	Total HAL Cost	Outside Expense	COMMENT	
			Principal MEA	Manging Prof. MMC	Sr Prof I SCJ	Principal RMN	Prof Intern	Prof I							Secretary
101	Admin and meet with Vineyard to discuss location options	1	5.5						5.5	\$946.00	86.63	\$1,032.63			
102	Meet with CUWCD to discuss storage option in District	1	2.8						2.75	\$473.00	66.55	\$539.55			
103	Use existing water system model to evaluate requirements for storage inside of Vineyard	1	1.1		8.8				9.9	\$1,318.24	59.40	\$1,377.64			
104	Use existing water system model to evaluate storage in CUWCD system and obtaining all water from CUWCD.	1	1.1		8.8				9.9	\$1,318.24	59.40	\$1,377.64			
105	Meet with Vineyard to discuss results from modeling	1	2.8						2.75	\$473.00	66.55	\$539.55			
106	Meet with CUWCDs to discuss modeling from CUWCD Option.	1	2.8						2.75	\$473.00	66.55	\$539.55			
107	Perform economic analysis of alternatives	1		17.6					17.6	\$2,596.00	105.60	\$2,701.60			
108	Prepare memorandum report of results	1		8.8	8.8				17.6	\$2,427.04	105.60	\$2,532.64			
109	Meet with Vineyard to discuss memorandum and receive comments.	1	2.8						2.75	\$473.00	66.55	\$539.55			
110	Finalize report	1	1.1	2.2					3.3	\$513.70	19.80	\$533.50			
111	Develop presentation for City Council	1	2.2		1.1			3.3	6.6	\$815.21	39.60	\$854.81			
112	Make presentation to City Council	1	2.2						2.2	\$378.40	13.20	\$391.60			
SUBTOTAL HOURS/UNITS:			24.2	28.6	27.5	0.0	3.3	0.0	0.0	83.6					
SUBTOTAL:			\$4,162.40	\$4,218.50	\$3,528.25	\$0.00	\$295.68	\$0.00	\$0.00		\$12,204.83	\$755.43	\$12,960.26	\$0.00	Outside / Subconsultant Costs
TOTAL HOURS BY EMPLOYEE:			24.2	28.6	27.5	0	3.3	0	0						

PHASE	TASK	Labor Costs	Direct Exp Cost	Subtotal	Subconsultant Costs	SubTotal
I	Storage Tank Location and Evaluation	\$12,204.83	\$755.43	\$12,960.26	\$0.00	\$12,960.26
TOTAL:		\$12,204.83	\$755.43	\$12,960.26	\$0.00	\$12,960.26

Filename: H:\Marketing\Proposals_S02\2017\Vineyard\Storage Tank Location Study\Vineyard Tank Location Study\ItemData - Contingency in Hours



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: February 21, 2024

Agenda Item: 6.5 Utah Premier Events – DABS Single Event Permit Local Consent

Department: Business Licensing

Presenter: Kelly Kloepfer, Business License Administrator

Background/Discussion:

Utah Premier Events is an event management company based out of Lehi. They are renting out the space at 197 E 1600 N from an existing licensed business, Enigma 3, for an Adult Premier Prom event to be held on March 9, 2024 at 8:00 pm. This event is for adults ages 21 and up and will feature a cash bar. Because of this, Utah Premier Events has applied for a Vineyard Class C Temporary Liquor License and Local Consent from the city to apply for a Utah Department of Alcoholic Beverage Services (DABS) Single Event Permit for the event.

Utah Premier Events has complied with all alcohol licensing requirements put forth by Vineyard Municipal Code Chapter 5.10. In addition, Sheriff Lieutenant Holden Rockwell and Special Events Coordinator Anna Nelson have done their reviews and given their approval of the application.

Fiscal Impact:

None.

Recommendation:

Business License Administrator Kelly Kloepfer recommends granting Local Consent to the DABS for Utah Premier Events to obtain a DABS Single Event Permit for their Adult Premier Prom event to be held on March 9, 2024.

Sample Motion:

“I move to grant Local Consent to the DABS for Utah Premier Events to obtain a DABS Single Event Permit for their Adult Premier Prom event to be held on March 9, 2024.”

Attachments:

Utah Premier Events – Vineyard Alcohol License and Local Consent Application
Local Consent form



Type of alcohol license applying for (fee is due at time of application):

- Class A Beer License to sell beer in original containers for off-premise consumption..... \$400
- Class B Beer License to sell beer in original containers for on-premise consumption \$400
- Class C Beer License to sell draft beer for on- or off-premise consumption..... \$400
- Class D Temporary Seasonal Beer License..... \$400
- Class E Bar Beer License..... \$400
- Class A Liquor License for Bars \$300
- Class B Liquor License for Restaurants \$300
- Class C Temporary Liquor License \$300

Bond amounts for each type of alcohol license

- Classes A-D Beer, Class B Liquor - Limited-service Restaurant..... \$5,000
- Class E Beer, Class A Liquor, or Class B Liquor - Full-service Restaurant..... \$10,000
- Class C Temporary Liquor License \$1,000

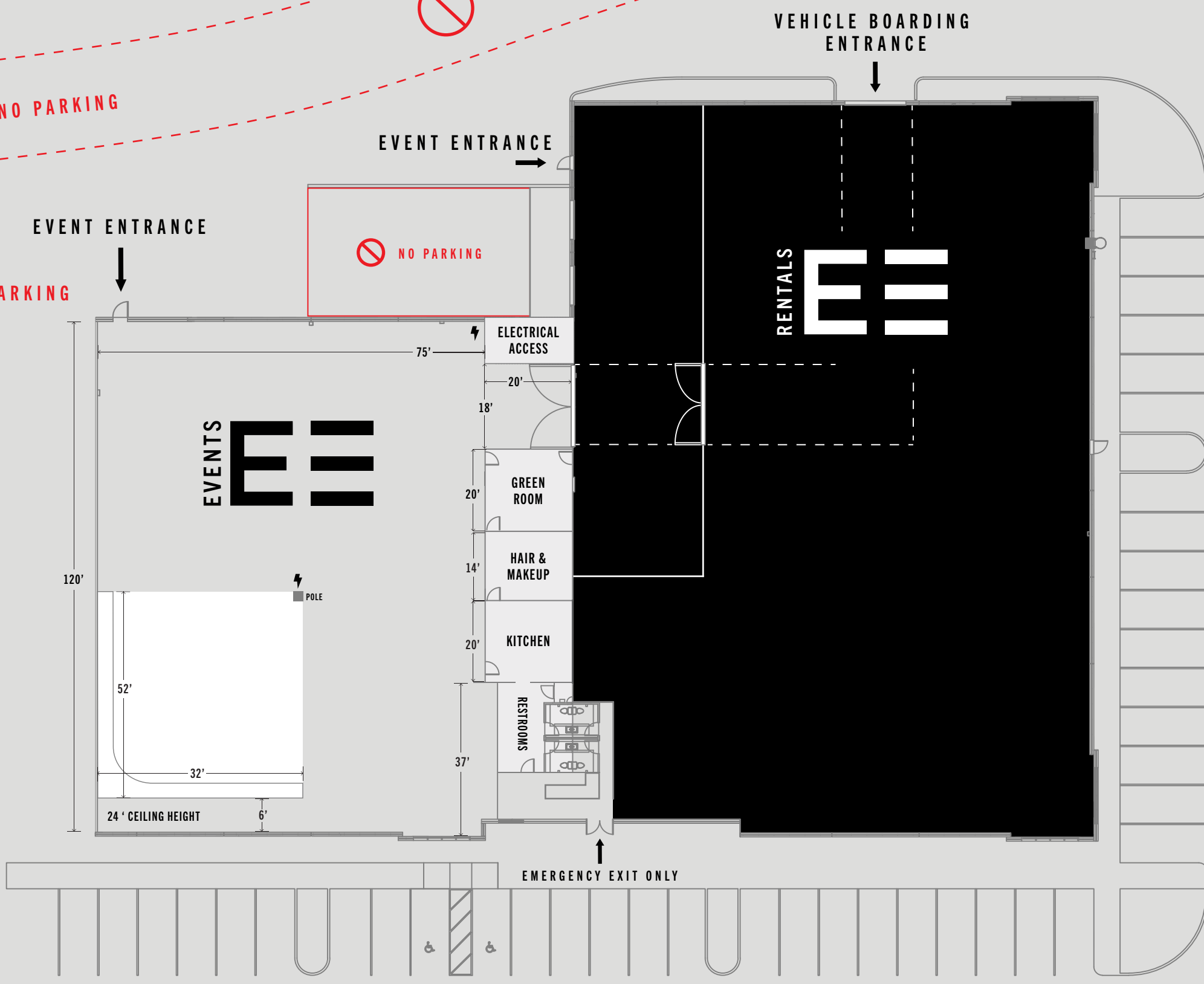
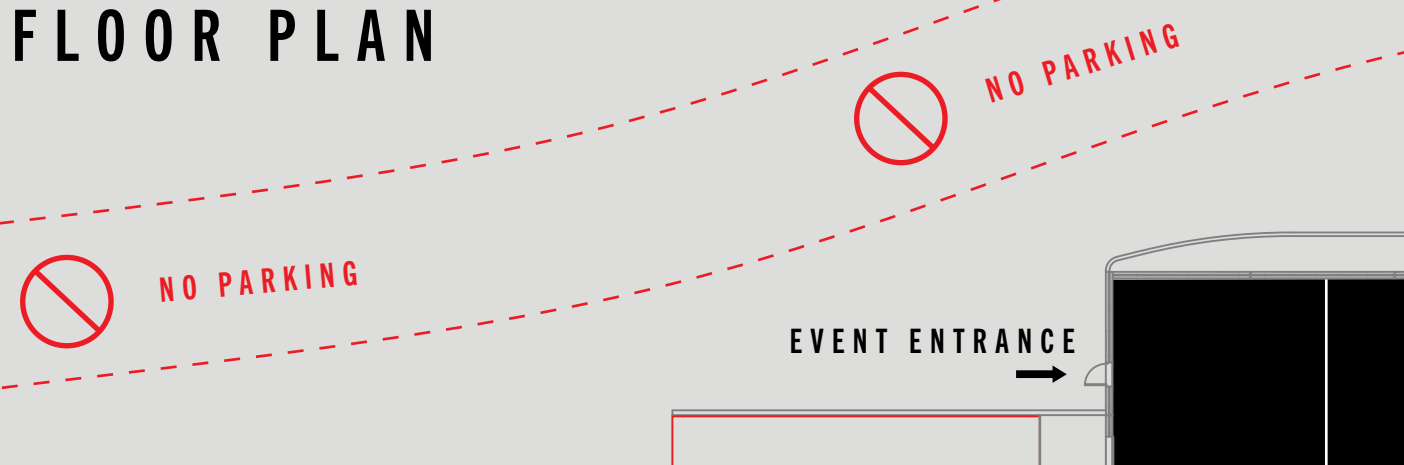
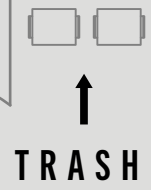
Steps to obtaining a Vineyard Alcohol License

1. Submit to Vineyard City:
 - a. Commercial Business License Application with appropriate business license fee and required documents, and
 - b. Alcohol License and Local Consent Application, including the following:
 - Government-issued photo ID of each applicant (general manager/owners/corporate officers).
(Background checks are not required by the city because the DABS requires them for their license.)
 - Alcohol License fee
 - Proof of Bond in the amount listed above, with Vineyard City listed as Obligee
2. Once the business applies for the Vineyard Alcohol License and Local Consent, the City Recorder will put the application on the next City Council Agenda for the City Council to review. If the City Council gives Local Consent, the applicant will receive a Local Consent document from the city.
3. After receiving Local Consent, apply for a Utah Department of Alcoholic Beverage Services (DABS) Alcohol License. You may contact them at 801-977-6800 with any questions.
4. After the Utah DABS Alcohol License is issued, provide a copy of it to the Vineyard City business licensing official.
5. Once that and all other requirements are met, the City will issue the Vineyard Alcohol License.

ENIGMA

EVENTS FLOOR PLAN

EVENT PARKING



SATURDAY/SUNDAY PARKING ONLY

SATURDAY/SUNDAY PARKING ONLY

SATURDAY/SUNDAY PARKING ONLY

Business Information

Business Status (Check all that apply): New Business Location Change Name Change Ownership Change

Business name: Utah Premier Events DBA-Crue Group LLC Local Business Phone: 8016080433

Address of proposed licensed premises: 197 E 1600 N, Vineyard UT 84059

State Sales Tax No.: _____ Federal ID #/FEIN: _____

State Registration: Corporation Partnership Limited Liability (LLC) Sole Proprietor

Please complete the following to indicate the nature of your business:

Type of Business: Bar Restaurant Grocery Store Gas Station/Convenience Store

Other: Event Management

Applicant Information

Sole Proprietor and 1st Applicant If Partnership

Applicant: Ryan Lee Name Owner Title

Home Address: _____ City _____ State _____ ZIP _____

Government ID/Driver License # _____ State UT

Partnership

2nd Applicant: Courtney Gutierrez Name Partner Title

Home Address: _____ City _____ State _____ ZIP _____

Government ID/Driver License # _____ State UT

Corporation

Corporate Name: _____

Corporate Address and Phone: _____

Corporate Officers:

President: _____ Name _____ Title _____

Home Address _____ City _____ State _____ ZIP _____

Government ID/Driver License # _____ State _____

Vice-President: _____ Name _____ Title _____

Home Address City State ZIP

Government ID/Driver License # State

CEO: Name Title

Home Address City State ZIP

Government ID/Driver License # State

I understand that all persons selling alcoholic beverages must be 21 years old or older. RL (initials)

I understand that all employees who sell alcoholic beverages or directly supervise the sale of alcoholic beverages must complete the statewide alcohol training and education seminar required by Utah Code Title 32B. RL (initials)

I, the undersigned, either as an individual, or as the authorized representative of the Applicant, hereby state that I understand and have read and complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act (Utah Code Title 32B) and Vineyard Municipal Code Chapter 5.10. I agree to conduct said business strictly in accordance with Vineyard Ordinances and all County, State, and Federal laws covering such businesses, and understand that it is unlawful to make any false statement, declaration, or report as required in this application.

Ryan Lee Applicant's Printed Name

Owner Title

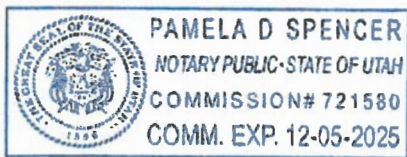
Applicant's Signature

State of Utah

County of Salt Lake

On the 8 day of February, 2024, personally appeared before me Ryan Lee

who being duly sworn did say that he/she signed the foregoing application and that the information contained herein is true.



Notary Public Signature

Alcohol License period is for one year, ending on the last day of the twelfth month after the license is issued. The alcohol license must be renewed one month prior to expiration date. It is the responsibility of the licensee to renew the license. Failure to receive notice does not excuse this responsibility. The authority to regulate alcohol licensing in Vineyard is provided in the Vineyard Municipal Code Chapter 5.10 Intoxicants which is available for review online at www.vineyardutah.org.

SINGLE EVENT PERMIT
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises. **Authority:** Utah Code 32B-9-201

Vineyard, City Town County
Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: Utah Premier Events DBA Cruce Group LLC

Event Name: Adult Premier Prom

Event location address: 197 E 1600 N suite 101 Vineyard UT 84059
Street city state zip

On the 9 day(s) of March, 2024
dates month year

during the hours of 8pm - 11:30 pm, pursuant to the provision of Utah Code 32B-9 for
define hours from and to

the sale of (Check all that apply): Beer Heavy Beer Wine Flavored Malt Beverages Liquor

We are recommending this entity as conducting a civic or community enterprise* Yes No

NOT providing a recommendation

***As Part of local consent required by 32B-9-201 (1) (c), the locality may provide a recommendation as to whether the entity is conducting a civic or community enterprise.** A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

Authorized Signature

Name/Title

Date



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 2/21/24

Agenda Item: 6.6 Recreation Scholarship for families in Poverty

Department: Parks and Recreation

Presenter: Aaron Kohler

Background/Discussion:

On occasion, Vineyard Recreation Staff encounter residents that want to participate in Youth Sports, but they face financial barriers. To help prevent these financial barriers and allow more children to participate in Youth Sports, we would like to put a Scholarship/Financial Assistance Program in place. This type of program can be found in various other Cities across the state of Utah.

We would like to include a \$1, \$5, \$10, \$25 & \$50 optional (opt-in) fee to be added to each youth sport registration transaction on our Vineyard Recreation Website. This allows all registrants the opportunity to contribute to the financial assistance program if they desire. Funding from the scholarship program would only be given to Vineyard City residents and applicants must submit an application for financial assistance by the Early Registration deadline for the program they want their child to participate in. Eligibility for financial assistance would be determined by the applicant providing proof of currently receiving WIC, SNAP, Food Stamps, Medicaid, or other government assistance program.

The deciding committee for awarding scholarship money is to be comprised of the Vineyard Parks & Rec Director + the Recreation Coordinator(s) overseeing the program. We would award the money based upon order of applications received per program and we would allow each scholarship recipient child a max of \$150 subsidized by the City per fiscal year.

Fiscal Impact: N/A. We had about 3,000 Youth Sport registrations in the 2023 Calendar Year. Therefore, if 50% of registrants opt in to donate \$5 to the Scholarship/Financial Assistance program, we would potentially have about \$7,500 per year to go towards this program. Our registration cost per child per program ranges from approximately \$45-\$100. This financial assistance program would allow for 75% of the program fee to be covered by the City and would require the applicant to pay the remaining 25% of the program fee. Therefore, with \$7,500, Vineyard City could potentially subsidize costs for up to about 222 children per year to participate in Youth Sports. Any leftover funding in the Financial Assistance program at the end of the fiscal year is to be rolled over into the next fiscal year.

Recommendation: Vineyard Recreation staff recommends that the scholarship program funding begin accruing as early as March 1st, 2024: when summer program registrations open.



VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Sample Motion:

“I move to adopt Resolution 2024-06, Scholarship Program for Parks and Recreation’s Sports Programs, as provided by Staff.”

Attachments:

Resolution 2024-06

Vineyard Recreation Scholarship Policies

RESOLUTION 2024-06

A RESOLUTION OF THE VINEYARD CITY COUNCIL ADOPTING THE VINEYARD CITY SCHOLARSHIP PROGRAM FOR PARKS AND RECREATION'S SPORTS PROGRAMS

WHEREAS, Vineyard City desires to allow all youth to participate in Vineyard Parks and Recreation's Sports Programs; and

WHEREAS, the Vineyard City Council now desires adopt a Scholarship Program for Parks and Recreation's Sports Programs.

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

Section 1. Approval. That certain Vineyard City Scholarship Program for Parks and Recreation's Sports Programs, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and adopted by the City Council of Vineyard City.

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

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

Passed and dated this 21st day of February 2024.

Mayor Julie Fullmer

Attest:

Deputy Recorder Heidi Jackman



Vineyard Recreation Scholarship Financial Assistance Policies

To help prevent financial circumstances from being a barrier for children to participate in Youth Sports, Vineyard City would like to provide a Financial Assistance Scholarship Program to Vineyard City residents. This scholarship program is only to be for children under 18 years of age. **Funds are limited and may not be available at all times.**

- Applicant must complete the “Application for Financial Assistance” and submit it to brianv@vineyardutah.org (Vineyard City’s Parks & Rec Director) by the respective sport program’s Early Registration Deadline.
- Applicant must be a resident of Vineyard City and provide proof of residency via a Vineyard City Water/Electric/Gas/Cable Bill that shows the applicant’s address OR via a Vineyard City rental/lease agreement that shows the applicant’s address.
- Applicant must provide proof of eligibility. Acceptable documents include:
 - 1) WIC
 - 2) SNAP
 - 3) Food Stamps
 - 4) Medicaid
 - 5) Other Government Assistance Program

The Vineyard Parks & Rec Director + the Recreation Coordinator(s) overseeing the program will review the applications and approve or deny. Priority is given on a first-come-first-serve basis, in compliance with each recipient child receiving a maximum of \$150 per fiscal year (July 1st – June 30th). Following the respective program’s early registration deadline, scholarship applicants can expect to receive an email within 3 business days from Vineyard Recreation Staff regarding the approval or denial of their application.

Each approved applicant must call Vineyard City’s Recreation Department (801-226-1929) within three business days (during regular business hours) of the approval email to get registered for the respective program with the scholarship discount. The eligible child(s) is to receive a 75% discount for the program in which they applied. Therefore, those approved are responsible to pay the remaining 25% program cost at the time of registration.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: February 21, 2024

Agenda Item: 9.1 2024 Budget Amendment #3 (This items was continued from the January 10, and January 24, 2024 City Council Meeting.)

Department: Administration

Presenter: Eric Ellis

Background/Discussion:

Vineyard City's growth requires increased capacity for managing master planning efforts; parking, economic growth, and project specific plan reviews. To address this need, it is the intent of the Planning Department to hire a Senior Planner.

Fiscal Impact:

\$117,000 out of the property tax growth account

Recommendation:

Staff recommends approving the budget amendment for the purpose of hiring a Senior Planner

Sample Motion:

"I move to adopt resolution 2024-01, proposed 2024 Budget Amendment #3."

Attachments:

- **Resolution 2024-01**
- **FY24 Budget Amendment #3.pdf**

RESOLUTION NO. 2024-01

A RESOLUTION AMENDING THE VINEYARD CITY BUDGET FOR THE 2023-2024 FISCAL YEAR.

WHEREAS, the City Council of Vineyard, Utah has previously adopted a budget for the 2023-2024 fiscal year in accordance with the Utah Fiscal Procedures Act for cities; and

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

WHEREAS, a public hearing was held on the 21st day of February 2024, on the proposed amendments to the 2023-2024 fiscal year budget for the city of Vineyard, Utah.

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

1. The attached exhibit A shows the amendments to the Fiscal Year 2023-2024 budget for the city of Vineyard, Utah.
2. This resolution shall take effect upon passing.

Passed and dated this 21st day of February 2024.

Mayor Julie Fullmer

Attest:

Heidi Jackman, Deputy Recorder

Vineyard City

Fiscal Year 2023 - 2024 Budget Amendment #3

General Fund					
Account #	Account	Original Budget	Adjusted Budget	Change	Notes
10.1801.3001	Property Tax	3,296,000	3,413,000	117,000	Property Tax Projected Higher than Budget
Total Revenue Adjustment				\$ 117,000	
10.0701.4001	Planning - Full-Time Wages	\$ 270,114	\$ 345,114	\$ 75,000	Senior Planner Position
10.0701.4006	Planning - Other Compensation	2,040	3,000	960	Senior Planner Position Cell Phone and Fitness Reimb
10.0701.4051	Planning - Retirement & Taxes	71,641	89,521	17,880	Senior Planner Position Retirement
10.0701.4053	Planning - Insurance	50,364	71,024	20,660	Senior Planner Position Insurance
10.0701.4355	Planning - Miscellaneous	4,800	7,300	2,500	Computer Equipment for Senior Planner Position
Total Expenditure Adjustment				\$ 117,000	
Total General Fund				\$ -	

Legend:

New budget request