



**NOTICE OF A REGULAR
CITY COUNCIL MEETING
October 9, 2024, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, October 9, 2024, at 6:00 PM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

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

2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

3. WORK SESSION

3.1. Privacy, Cybersecurity, and IT Services Update

Executive Assistant Natilee Allen will present an update on Privacy, Cybersecurity, and IT Services.

3.2. Discussion on Sister Cities

4. PUBLIC COMMENTS

“Public Comments” is defined as time set aside for citizens to express their views for items not on the agenda. During a period designated for public comment, the mayor or chair may allot each speaker a maximum amount of time to present their comments, subject to extension by the mayor or by a majority vote of the council. Speakers offering duplicate comments may be limited. Because of the need for proper public notice, immediate action cannot be taken in the Council Meeting. The Chair of the meeting reserves the right to organize public comments by topic and may group speakers accordingly. If action is necessary, the item will be listed on a future agenda; however, the Council may elect to discuss the item if it is an immediate matter of concern. *Public comments can be submitted ahead of time to pams@vineyardutah.org.*

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

7. CONSENT ITEMS

- 7.1. Approval of the September 25, 2024, City Council Meeting Minutes**
- 7.2. Cross Connection Control Requirements (Ordinance 2024-12)**
- 7.3. Bid Award for Pavement Preservation (Resolution 2024-29) Fiscal Impact: \$350,000, Approved in the FY24 Budget (Transportation)**

8. APPOINTMENTS/REMOVALS

9. BUSINESS ITEMS

- 9.1. Public Hearing: Zoning Text Amendment to allow for pharmacy drive-thrus within the Downtown Vineyard (Town Center) Special Purpose Zoning Code (Ordinance 2024-13)**
- 9.2. Public Hearing: Rezone of Lot 6545 (New Fire Station Lot) in the Cottonwoods Neighborhood from R-1-8 to Public Facilities (Ordinance 2024-14)**
- 9.3. Public Hearing: Rezone of 145 N Geneva Road from Regional Mixed Use (RMU) to Geneva Road Mixed Use (GRMU) District. (POSTPONED)**

10. CLOSED SESSION

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

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

11. ADJOURNMENT

The next meeting is on October 23, 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 at least 24 hours prior to the meeting by calling (385) 338-5183.

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

AGENDA NOTICING COMPLETED ON:

October 7, 2024

CERTIFIED (NOTICED) BY:

/s/Pamela Spencer

PAMELA SPENCER, CITY RECORDER



**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
September 25, 2024, at 6:00 PM

Present

Absent

Mayor Julie Fullmer
Councilmember Sara Cameron
Councilmember Jacob Holdaway (Remote)
Councilmember Amber Rasmussen
Councilmember Mardi Sifuentes

Staff Present: City Manager Eric Ellis, City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Chief Building Official Cris Johnson, Community Development Director Morgan Brim, Finance Director Kristie Bayles, Public Works Director Naseem Ghandour, Parks and Recreation Director Brian Vawdrey, and Senior Planner Cache Hancey

Others Speaking: Vineyard residents Daria Evans and Karen Cornelius


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

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

2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS


2.1. Source Water Protection Week - Proclamation 2024-07


2.2. Stormwater Awareness Week - Proclamation 2024-08

 Mayor Fullmer presented and signed the proclamations.


3. WORK SESSION


3.1. Disposition of Surplus Property Policy Amendment


 Public Works Director Naseem Ghandour presented on the proposed amendment to the disposition of surplus property policy.


 Councilmember Holdaway commented on changes he believed would help make the process more transparent, including creating an audit trail for items that are thrown away.

4. PUBLIC COMMENTS


 Daria Evans, living in The Villas subdivision, stated that she enjoyed the drone show for 9/11. She expressed gratitude for staff and finding a resolution for an issue regarding a roundabout. She asked questions regarding the approval process and funding for the 1200 N Overpass project.


 Karen Cornelius, living in The Villas subdivision, expressed concern that there had not yet been a presentation on the benefits that had been gained so far from the city's membership in World Trade Center Utah. She mentioned rumors that she had heard that the city had donated land for some unspecified drone usage. She was concerned at what she viewed as a lack of transparency regarding the city's interactions with developers.


 Mayor Fullmer explained that questions raised about World Trade Center and other economic investments would be addressed in later meetings. She also stated that she was aware of an email stating the city had donated land to 47G for use with drones but clarified it was false and that no such deal had been made.


 City Manager Eric Ellis clarified that the date that was listed on the presentation of the 1200 N Overpass was a typo. City Attorney Jayme Blakesley stated that discussion of the Transportation Master Plan was conducted during the City Council meeting on March 13th 2024.

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Holdaway asked for clarification on the assertion made during public comment that the city had donated land for project involving 47G and drones. This initiated a discussion regarding the rumors of the land donation, wherein Mayor Fullmer offered a more detailed explanation and reiterated that no such deal was ever offered or made.

 Councilmember Cameron reported on her attendance at the transportation summit. She stated that she had met with a councilmember from another city, and they had a discussion about the time frames involved with posting agendas. From this discussion she expressed that she would like to move planning commission to allow for a full 7 days for agendas to be published to city council.

 Councilmember Rasmussen thanked the community for their attendance at the 9/11 event. She invited residents to attend the annual Boo – A – Palooza on October 21st.

 Councilmember Sifuentes reported on her time at the Utah League of Cities and Towns conference and what she learned. Additionally, she attended a tour of the Timpanogos Special Service District treatment plant and Utah Lake to see what they were doing to help support Utah Lake. She also was given a tour of the Mill Creek City offices and learned more about some of the programs being offered by their city.

90 **6. STAFF, COMMISSION, AND COMMITTEE REPORTS**

91 No reports were given.


92
93 **7. CONSENT ITEMS**


94 **7.1. Approval of the August 28, 2024, City Council Meeting Minutes**

95 **7.2. Cross Connection Control Requirements (Ordinance 2024-12)**


96 **7.3. 1200 North Overpass UDOT Grant Funds Agreement (Resolution 2024-28)**


97 **7.4. Approval of Event Fee Waiver for "Ethan's Super Angels"**

98
99
100  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE 7.1 AND 7.4,
101 STRIKING 7.2 AND REMOVING 7.3 FOR DISCUSSION. COUNCILMEMBER CAMERON
102 SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON,
103 SIFEUNTES, AND RASMUSSEN VOTED YES. COUNCILMEMBER HOLDAWAY DID NOT
104 VOTE. THE MOTION CARRIED UNANIMOUSLY WITH FOUR VOTING.


105
106  Mr. Ellis stated that consent item 7.2 was ready if the council wanted to vote on it.
107 Councilmember Cameron requested that a vote be postponed until she could get more information.


108
109  Ms. Evans asked questions regarding the approval process for the 1200 N. Overpass. She was
110 directed by the mayor to work with the staff responsible for planning the project. A discussion
111 ensued.

112
113  Mr. Blakesley clarified the origin and use of the funds that the city will be receiving.

114
115  Councilmember Cameron asked for clarification on what was being agreed to as part of the
116 resolution. Mr. Blakesley explained that this would allow the city to enter into an agreement with the
117 Utah Department of Transportation. Additionally, he explained that it would not act as an approval
118 for any aspect or design of the project.


119
120  Councilmember Sifuentes asked for clarification on the bidding for the design work. A
121 discussion ensued.


122
123  Councilmember Holdaway expressed concern that the approval of the 1200 N Overpass was
124 done outside the normal transportation process. Mayor Fullmer explained the process that was used.
125 A discussion ensued.

126
127  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO APPROVE CONSENT ITEM 7.3.
128 COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER,
129 COUNCILMEMBERS CAMERON, SIFEUNTES, AND RASMUSSEN VOTED YES.
130 COUNCILMEMBER HOLDAWAY DID NOT VOTE. THE MOTION CARRIED
131 UNANIMOUSLY WITH FOUR VOTING.

134 **8. APPOINTMENTS/REMOVALS**

135 **8.1. Appointments filling several commission and board seats.**

136
137  Mayor Fullmer appointed Natalie Harbin to replace Tay Gudmundson on the Planning
138 Commission.

139
140  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE APPOINTMENT OF
141 NATALIE HARBIN TO FILL THE REMAINDER OF TAY GUDMUNDSON'S TERM ON THE
142 PLANNING COMMISSION. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION.
143 MAYOR FULLMER, COUNCILMEMBERS CAMERON, SIFEUNTES, HOLDAWAY, AND
144 RASMUSSEN VOTED YES. THE MOTION CARRIED UNANIMOUSLY.
145


146
147 **9. BUSINESS ITEMS**

148 **9.1. P-card Policy (Resolution 2024-27)**

149 The purpose of this report is to introduce an updated comprehensive Purchasing Card
150 (P-Card) Policy aimed at streamlining the procurement process, enhancing operational
151 efficiency, and ensuring fiscal responsibility within our organization.
152

153  Finance Director Kristie Bayless presented on the proposed purchase card policy.
154

155  Councilmember Holdaway asked about the monthly spending limit and if there was a way to
156 generate a monthly spending report. A discussion ensued.
157

158  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE ADOPTION OF
159 THE P-CARD POLICY, RESOLUTION 2024-27. COUNCILMEMBER CAMERON
160 SECONDED THE MOTION. THE ROLL CALL VOTE WAS AS FOLLOWS: MAYOR
161 FULLMER ALONG WITH COUNCILMEMBERS CAMERON, SIFUENTES,
162 RASMUSSEN AND HOLDAWAY VOTED YES. THE MOTION CARRIED
163 UNANIMOUSLY.
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165

166 **10. ADJOURNMENT**

167 Mayor Fullmer adjourned the meeting at 6:54 PM.
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171 **MINUTES APPROVED ON:** _____
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175 **CERTIFIED CORRECT BY:**  _____
176

177 **TONY LARA, DEPUTY CITY RECORDER**
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VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 9, 2024

Agenda Item: Cross Connection Control Requirements (Ordinance 2024-12)

Department: Public Works

Presenter: Naseem Ghandor

Background/Discussion:

This staff report seeks the City Council's approval of the proposed Cross Connection Control Ordinance, designed to protect Vineyard City's water supply from contamination or pollution caused by cross-connections. The ordinance ensures compliance with state regulations (Utah Administrative Code R309.105.12, and the Utah Plumbing Code) and establishes a backflow prevention program.

Cross-connections in water systems, which occur when non-potable water or contaminants can enter the potable water supply, pose significant public health risks. The proposed ordinance is designed to prevent such risks by enforcing the installation, testing, and maintenance of backflow prevention.

This ordinance will ensure compliance with state-mandated water system standards and create clear responsibilities for both the city and water customers to ensure protections to safeguard public health.

The Cross Connection Control Ordinance establishes several key provisions:

1. **Prohibition of Unprotected Cross Connections:** Any connection posing a risk to the city's water supply must be eliminated or properly protected.
2. **Backflow Prevention:** All water service connections require approved backflow prevention assemblies, which must be tested upon installation and annually after that.
3. **Consumer Responsibilities:** Consumers are responsible for installing, testing, and maintaining backflow prevention assemblies. Non-compliance will result in the termination of water service.
4. **City Enforcement:** The City is authorized to enforce the ordinance, including conducting hazard surveys and terminating water service when necessary.
5. **Emergency Procedures:** In the event of a backflow incident, the ordinance allows for immediate termination of water service until the issue is resolved.

Fiscal Impact:

None

Recommendation:

Staff recommends that the City Council adopt the Cross Connection Control Ordinance.

Sample Motion:

"I move that we adopt the Cross Connection Control Ordinance to protect Vineyard City's water supply from contamination through proper backflow prevention measures."

Attachments:

1. Ord_2024-12
2. Utah Admin Code R309-105

**VINEYARD
ORDINANCE 2024-12**

**A ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING MUNICIPAL
CODE TITLE 7 PUBLIC UTILITIES ADDING SECTION 7.06.050 CROSS
CONNECTION CONTROL REQUIREMENTS AND ADDING CHAPTER 8.06
CROSS CONNECTION CONTROL REQUIREMENTS.**

WHEREAS, the City of Vineyard (the “City”) is committed to protecting the public health, safety, and welfare of its residents by ensuring the safety of its public drinking water system; and

WHEREAS, cross connections between potable and non-potable water systems can pose significant risks of contamination or pollution to the public drinking water system through backflow incidents; and

WHEREAS, the State of Utah requires compliance with Section R309.105.12 of the Utah Administrative Code and the current Utah Plumbing Code to prevent contaminants or pollutants from entering the public water system; and

WHEREAS, the Vineyard City Council has determined that adopting a Cross Connection Control Ordinance is necessary to ensure reasonable diligence in preventing backflow contamination, to comply with state regulations, and to safeguard the public water system; and

WHEREAS, the proposed Cross Connection Control Ordinance establishes procedures and responsibilities for the City, the Consumers, and Certified Technicians to eliminate or control cross connections and to ensure that backflow prevention assemblies are properly installed, tested, and maintained.

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

SECTION 1: **ADOPTION** “7.06.050 Cross Connection Control Requirements” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

7.06.050 Cross Connection Control Requirements(*Added*)

[For Cross Connection Control Requirements refer to Chapter 8.06.](#)

SECTION 2: ADOPTION “8.06 Cross Connection Control Requirements”
of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

8.06 Cross Connection Control Requirements(*Added*)

Purpose

This ordinance protects Vineyard City's water supply from contamination or pollution due to any existing or potential cross-connections. It ensures that approved backflow prevention assemblies are tested upon installation and at least annually thereafter. This ordinance complies with Section R309.105 titled “Administration: General Responsibilities of Public Water Systems” of the Utah Public Drinking Water Rules (UPDWR) and the current Plumbing Code, adopted by the State of Utah.

The installation or maintenance of any unprotected cross connection that endangers Vineyard City's (the “City”) water supply is prohibited. Any such cross connection, whether existing or installed in the future, is declared unlawful and must be immediately protected or eliminated.

The control or elimination of cross connections and determining the degree of hazard and appropriate protection levels shall comply with the Plumbing Code adopted by the State of Utah and the UPDWR. Water service to any premises is contingent upon the customer providing appropriate cross connection control, if necessary. The City’s Public Works Water Manager, or designee, in conjunction with the City’s Building Official, or designee, shall determine and enforce this. Water service may be refused or terminated to any premises where an unprotected cross connection poses a risk of contamination or backflow into the public drinking water system.

Authorized City employees, with proper identification, shall have access to all areas of any premises receiving drinking water from the City for hazard assessment surveys. Water service may be refused or terminated, or maximum backflow protection required, if access for such surveys is denied, unprotected cross connections are found, or installed assemblies are not tested and maintained as required by state and local regulations.

Before terminating water service, the City will follow due process by notifying the consumer in writing and providing reasonable time t, ten (10) business days, to comply. In the event of an actual backflow incident which is determined to be an immediate endangerment to public health, then water service shall be terminated immediately and restored only after the cross connection is eliminated or adequately protected as determined by the City.

SECTION 3: **ADOPTION** “8.06.010 Purpose Of Ordinance” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

8.06.010 Purpose Of Ordinance*(Added)*

A. Purpose of Ordinance:

1. To protect the public drinking water supply of Vineyard City (the “City”) from contamination or pollution by requiring compliance with the Utah State Rules for Public Drinking Water Systems (PDWS) and the Utah Plumbing Code, as adopted by the State of Utah. Compliance with these codes ensures reasonable diligence in preventing contaminants or pollutants from backflowing into the public drinking water system.
2. To promote the reasonable elimination or control of cross connections in plumbing fixtures and industrial piping systems, as required by state and plumbing regulations, to ensure water system safety.
3. To administer an ongoing backflow prevention program that systematically assesses risks and effectively prevents contamination or pollution of the drinking water system.

B. Responsibility: Drinking Water Purveyor

1. The City’s Public Works Department, Environmental Utilities Division, which includes water and sewer, is responsible for providing for drinking water and protecting the drinking water distribution system from conditions that could cause contamination or pollution of the water supply due to backflow.
2. Surveys or inspections of the consumer’s water distribution systems shall be conducted by certified individuals representing the City. Records of these surveys will indicate compliance with the State of Utah regulations and will be maintained by the City..
3. The City shall schedule and notify all consumers in writing of the need for periodic system surveys to ensure compliance with applicable health and safety standards.
4. The selection of an approved backflow prevention assembly for containment control at the service entrance will be based on the results of the system survey.

C. Responsibility: Consumer

1. Consumers must comply with this ordinance as a term and condition of water supply. By accepting water service, consumers acknowledge their responsibility as water system users.
2. Consumers are responsible for purchasing, installing, testing, and maintaining any backflow prevention device or assembly required by this ordinance. Failure to comply will result in discontinuation of service.

D. Responsibility: Building Official

1. The Building Official is responsible for enforcing the applicable sections of the current Plumbing Code, beginning at the point of service (downstream of the meter) and throughout the consumer's water system.
 2. The Building Official, or designee, will require that all plans are reviewed to ensure that unprotected cross connections are not part of the consumer's water system. If a cross connection cannot be eliminated, it must be protected by an air gap or approved backflow prevention device, in accordance with the current Plumbing Code and other Rules as adopted by the State of Utah.
- E. Responsibility: Certified Backflow Technician, Surveyor, or Repair Person
1. Whether employed by the consumer or the utility, the Certified Backflow Technician, Surveyor, or Repair Person will be responsible for:
 - a. Using acceptable testing equipment and procedures.
 - b. Reporting testing and repairs to the consumer and the water purveyor.
 - c. Ensuring replacement parts are of equal quality to the original.
 - d. Not altering the assembly's design or operational characteristics.
 - e. Performing all tests and reporting results accurately.
 - f. Keeping testing equipment in proper condition and ensuring licensure is current.
 - g. Tagging each backflow assembly with relevant information.
 2. In the case of a consumer requiring an assembly to be tested, any currently State Certified Backflow Technician is authorized to make the test and report the results to the consumer and the Water Purveyor. Any installation repair or relocation shall be done by individuals having appropriate licensure from the state's department of licensing.

SECTION 4: **ADOPTION** “8.06.020 Definitions” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

8.06.020 Definitions(*Added*)

- A. Approved Backflow Assembly: A backflow prevention assembly that is accepted by the Utah State Department of Environmental Quality, Division of Drinking Water, as meeting the required specifications for its intended use.
- B. Auxiliary Water Supply: Any water supply available on the premises other than the purveyor's public water supply. This includes natural sources like wells, springs, rivers, streams, and any other non-public water supply. Auxiliary supplies could be contaminated or pose a risk of pollution, and are outside the purveyor's control.
- C. Backflow: The reverse flow of water or other substances into the water distribution system due to either back-pressure or back-siphonage.
- D. Back-Pressure: When water or other substances flow from a region of high pressure to a region of lower pressure, potentially allowing contamination to enter the potable water supply.
- E. Back-Siphonage: A vacuum condition that allows water or other substances to be drawn into the potable water system from an unintended source, usually caused by a drop in pressure in the potable system.
- F. Backflow Prevention Assembly: A device or assembly designed to prevent backflow into the potable water system. Specifications for these devices are outlined in the Utah Plumbing Code and the Cross Connection Control Program for Utah.
- G. Consumer: The property owner, person or entity that has the title to the property, recorded in their name. This may include corporations, governments, partnerships, sole proprietorships, and other legal types.
- H. Contamination: Any degradation in the quality of potable water, which could include sewage, industrial waste, or other materials that pose a health risk.
- I. Cross Connection: Any physical connection between potable water systems and non-potable systems that could allow non-potable water or contaminants to enter the drinking water system. This includes temporary or permanent arrangements, such as removable sections of pipe, swing connections, dummy sections, or other devices.
- J. Cross Connection-Controlled: A connection between a potable water system and a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.
- K. Cross Connection-Containment: The installation of a backflow prevention assembly at the water service connection to a premises when it is either impractical or impossible to eliminate all cross-connections within the property. This assembly prevents contaminants from backflowing into the public water system.
- L. Water Purveyor: The entity or designee designated to oversee the Environmental Utilities Division of Vineyard City. This person is responsible for implementing the cross-connection control program and enforcing the provisions of this ordinance.

SECTION 5: **ADOPTION** “8.06.030 Requirements” of the Vineyard
Municipal Code is hereby *added* as follows:

ADOPTION

8.06.030 Requirements(*Added*)

A. Policy:

1. Water Service Protection: Water service connections to any premises shall not be installed or maintained unless the water supply is protected as required by state laws and regulations. If backflow prevention is not installed, tested, and maintained, or if there are unprotected cross-connections, water service will be discontinued after proper written notification and a grace period for voluntary compliance.
2. Inspection Access: The customer's water system must be accessible for inspection by authorized representatives of the water purveyor. These inspections are necessary to identify cross-connections or other sanitary hazards and to audit the results of required surveys, as per R309.105.12 titled "Cross Connection Control" of the Utah Administrative Code.
3. Backflow Prevention at Service Connection: When the water purveyor determines that a service connection poses a significant hazard to the water supply, an approved backflow prevention assembly must be installed. This device should be placed at or near the property line or immediately inside the building being served, before the first branch line from the service connection.
4. Type of Backflow Protection: The type of backflow prevention assembly required depends on the degree of hazard identified at the point of cross-connection. The level of protection must comply with state and local requirements based on the results of the required survey.
5. Existing Backflow Prevention Devices: Backflow prevention assemblies that were installed and approved at the time of installation but do not meet current standards may continue to be used, provided they have been properly maintained and continue to protect the public water system. However, if a unit needs significant maintenance, is moved, or presents a health hazard, it must be replaced with a compliant assembly.
6. Annual Testing: Consumers are responsible for having certified inspections and operational tests of backflow prevention assemblies performed annually at their own expense. The water purveyor may require more frequent inspections if the hazard is deemed significant.
7. Testing After Installation: Backflow prevention assemblies must be tested within ten (10) working days of installation.
8. No Installation in Hazardous Locations: Backflow prevention assemblies must not be installed in locations that create a safety hazard, such as over electrical panels, steam pipes, or boilers, or above ceiling levels.

B. Violation of Policy: A violation of this ordinance occurs when the consumer does not take corrective action within ten (10) days of written notification regarding deficiencies noted in a survey or test results. In such cases, the water purveyor may deny or immediately discontinue service by physically breaking the service line. Service will only be restored once the customer corrects the issue in compliance with state and

local regulations, as well as the provisions of this ordinance.

SECTION 6: **ADOPTION** “8.06.040 Conclusion” of the Vineyard Municipal Code is hereby *added* as follows:

A D O P T I O N

8.06.040 Conclusion(*Added*)

The Cross Connection Control Ordinance ensures that Vineyard City's drinking water system remains free from contamination by enforcing strict compliance with state regulations and requiring the installation of approved backflow prevention assemblies. The ordinance defines the responsibilities of the water purveyor, consumers, and certified technicians, and outlines the procedures for preventing, testing, and resolving cross connections.

SECTION 7: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 8: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 9: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from 10/09/2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Sara Cameron	_____	_____	_____	_____
Jacob Holdaway	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard

R309. Environmental Quality, Drinking Water.**R309-105. Administration: General Responsibilities of Public Water Systems.****R309-105-1. Purpose.**

The purpose of this rule is to set forth the general responsibilities of public water systems, water system owners and operators.

- R309-105-2 Authority.
- R309-105-3 Definitions.
- R309-105-4 General.
- R309-105-5 Exemptions from Monitoring Requirements.
- R309-105-6 Construction of Public Drinking Water Facilities.
- R309-105-7 Source Protection Plans.
- R309-105-8 Existing Water System Facilities.
- R309-105-9 Minimum Pressure.
- R309-105-10 Operation and Maintenance Procedures.
- R309-105-11 Operator Certification.
- R309-105-12 Cross Connection Control.
- R309-105-13 Finished Water Quality.
- R309-105-14 Operational Reports.
- R309-105-15 Annual Reports.
- R309-105-16 Reporting Test Results.
- R309-105-17 Record Maintenance.
- R309-105-18 Emergencies.

R309-105-2. Authority.

This rule is promulgated by the Drinking Water Board as authorized by Title 19, Environmental Quality Code, Chapter 4, Safe Drinking Water Act, Subsection 104 of the Utah Code and in accordance with 63G-3 of the same, known as the Administrative Rulemaking Act.

R309-105-3. Definitions.

Definitions for certain terms used in this rule are given in R309-110 but may be further clarified herein.

R309-105-4. General.

(1) Water suppliers are responsible for the quality of water delivered to their customers. In order to give the public reasonable assurance that the water which they are consuming is satisfactory, the Board has established rules for the design, construction, water quality, water treatment, contaminant monitoring, source protection, operation and maintenance of public water supplies.

R309-105-5. Exemptions from Monitoring Requirements.

(1) The applicable requirements specified in R309-205, R309-210 and R309-215 for monitoring shall apply to each public water system, unless the public water system meets all of the following conditions:

- (a) Consists only of distribution and storage facilities (and does not have any collection and treatment facilities);
- (b) Obtains all of its water from, but is not owned or operated by, a public water system to which such regulations apply;
- (c) Does not sell water to any person; and
- (d) Is not a carrier which conveys passengers in interstate commerce.

(2) When a public water system supplies water to one or more other public water systems, the Director may modify the monitoring requirements imposed by R309-205, R309-210 and R309-215 to the extent that the interconnection of the systems justifies treating them as a single system for monitoring purposes.

(3) In no event shall the Director authorize modifications in the monitoring requirements which are less stringent than requirements established by the Federal Safe Drinking Water Act.

R309-105-6. Construction of Public Drinking Water Facilities.

The following requirements pertain to the construction of public water systems.

(1) Approval of Engineering Plans and Specifications

(a) Complete plans and specifications for all public drinking water projects, as described in R309-500-5, shall be approved in writing (Plan Approval) by the Director prior to the commencement of construction. The Director may also authorize the Engineering Manager for the Division to issue Plan Approvals. A minimum 30-day review time should be assumed.

(b) Appropriate engineering reports, supporting information and master plans may also be required by the Director as needed to evaluate the proposed project. A certificate of convenience and necessity or an exemption therefrom, issued by the Public Service Commission, shall be filed with the Director prior to approval of any plans or specifications for projects described in R309-500-4(1) as new or previously un-reviewed water system.

(2) Acceptable Design and Construction Methods

(a) The design and construction methods of all public drinking water facilities shall conform to the applicable standards contained in R309-500 through R309-550 of these rules. The Division may require modifications to plans and specifications before approval is granted.

(b) There may be times in which the requirements of the applicable standards contained in R309-500 through R309-550 are not appropriate. Thus, the Director may grant an "exception" to portions of these standards if it can be shown that the granting of such an exception will not jeopardize the public health. The Director may also authorize the Engineering Manager for the Division to grant exceptions to the separation requirements under R309-550-7 if the requirements of this rule are met. In order for the Division to consider such a request, the public drinking water system shall submit a written request directly from the management of the public drinking water system, preferably on system letterhead, that includes the following:

- (i) citation of the specific rule for which the "exception" is being requested;
- (ii) a detailed explanation, drawings may be included, of why the conditions of rule cannot be met;
- (iii) what the system proposes, drawings may be included, in lieu of rule;
- (iv) justification the proposed alternative will protect the public health to a similar or better degree than required by rule. Physical conditions as well as cost may be justification for requesting an "exception-to-rule."

(c) Alternative or new treatment techniques may be developed which are not specifically addressed by the applicable standards contained in R309-500 through R309-550. These treatment techniques may be accepted by the Director if it can be shown that:

- (i) They will result in a finished water meeting the requirements of R309-200 of these regulations.
- (ii) The technique will produce finished water which will protect public health to the same extent provided by comparable treatment processes outlined in the applicable standards contained in R309-500 through R309-550.
- (iii) The technique is as reliable as any comparable treatment process governed by the applicable standards contained in R309-500 through R309-550.

(3) Description of "Public Drinking Water Project"

Refer to R309-500-5 for the description of a public drinking water project and R309-500-6 for required items to be submitted for plan approval.

(4) Specifications for the drilling of a public water supply well may be prepared and submitted by a licensed well driller holding a current Utah Well Driller's Permit if authorized by the Director.

(5) Drawing Quality and Size

Drawings which are submitted shall be compatible with Division of Drinking Water Document storage. Drawings which are illegible or of unusual size will not be accepted for review. Drawing size shall not exceed 30" x 42" nor be less than 8-1/2" x 11".

(6) Requirements After Approval of Plans for Construction

After the approval of plans for construction, and prior to operation of any facilities dealing with drinking water, the items required by R309-500-9 shall be submitted and an operating permit received.

R309-105-7. Source Protection.

(1) Public Water Systems are responsible for protecting their sources of drinking water from contamination. R309-600 and R309-605 sets forth minimum requirements to establish a uniform, statewide program for implementation by PWSs to protect their sources of drinking water. PWSs are encouraged to enact more stringent programs to protect their sources of drinking water if they decide they are necessary.

(2) R309-600 applies to ground-water sources and to ground-water sources which are under the direct influence of surface water which are used by PWSs to supply their systems with drinking water.

(3) R309-605 applies to PWSs which obtain surface water prior to treatment and distribution and to PWSs obtaining water from ground-water sources which are under the direct influence of surface water. However, compliance with this rule is voluntary for public transient non-community water systems to the extent that they are using existing surface water sources of drinking water.

R309-105-8. Existing Water System Facilities.

(1) All public water systems shall deliver water meeting the applicable requirements of R309-200 of these rules.

(2) Existing facilities shall be brought into compliance with R309-500 through R309-550 or shall be reliably capable of delivering water meeting the requirements of R309-200.

(3) In situations where a water system is providing water of unsatisfactory quality, or when the quality of the water or the public health is threatened by poor physical facilities, the water system management shall solve the problem(s).

R309-105-9. Minimum Water Pressure.

(1) Unless otherwise specifically approved by the Director, no water supplier shall allow any connection to the water system where the dynamic water pressure at the point of connection will fall below 20 psi during the normal operation of the water system. Water systems approved prior to January 1, 2007, are required to maintain the above minimum dynamic water pressure at all locations within their distribution system. Existing public drinking water systems, approved prior to January 1, 2007, which expand their service into new areas or supply new subdivisions shall meet the minimum dynamic water pressure requirements in R309-105-9(2) at any point of connection in the new service areas or new subdivisions.

(2) Unless otherwise specifically approved by the Director, new public drinking water systems constructed after January 1, 2007 shall be designed and shall meet the following minimum water pressures at points of connection:

- (a) 20 psi during conditions of fire flow and fire demand experienced during peak day demand;
 - (b) 30 psi during peak instantaneous demand; and
 - (c) 40 psi during peak day demand.
- (3) Individual home booster pumps are not allowed as indicated in R309-540-5(4)(c).

R309-105-10. Operation and Maintenance Procedures.

All routine operation and maintenance of public water supplies shall be carried out with due regard for public health and safety. The following sections describe procedures which shall be used in carrying out some common operation and maintenance procedures.

(1) Chemical Addition

(a) Water system operators shall determine that all chemicals added to water intended for human consumption are suitable for potable water use and comply with ANSI/NSF Standard 60.

(b) No chemicals or other substances shall be added to public water supplies unless the chemical addition facilities and chemical type have been reviewed and approved by the Director.

(c) Chlorine, when used in the distribution system, shall be added in sufficient quantity to achieve either "breakpoint" and yield a detectable free chlorine residual or a detectable combined chlorine residual in the distribution system at points to be determined by the Director. Residual checks shall be taken a minimum of three times each week by the operator of any system using disinfectants. The Director may, however, reduce the frequency of residual checks if he determines that this would be an unwarranted hardship on the water system operator and, furthermore, the disinfection equipment has a verified record of reliable operation. Suppliers, when checking for residuals, shall use test kits and methods which meet the requirements of the U.S. EPA. The "DPD" test method is recommended for free chlorine residuals. Information on the suppliers of this equipment is available from the Division of Drinking Water.

(2) New and Repaired Mains

(a) All new water mains shall meet the requirements of R309-550-6 with regard to materials of construction. All products in contact with culinary water shall comply with ANSI/NSF Standard 61.

(b) All new and repaired water mains or appurtenances shall be disinfected in accordance with AWWA Standard C651-92. The chlorine solution shall be flushed from the water main with potable water prior to the main being placed in use.

(c) All products used to recoat the interiors of storage structures and which may come in contact with culinary water shall comply with ANSI/NSF Standard 61.

(3) Reservoir Maintenance and Disinfection

After a reservoir has been entered for maintenance or re-coating, it shall be disinfected prior to being placed into service. Procedures given in AWWA Standard C651-92 shall be followed in this regard.

(4) Spring Collection Area Maintenance

(a) Spring collection areas shall be periodically cleared of deep rooted vegetation to prevent root growth from clogging collection lines. Frequent hand or mechanical clearing of spring collection areas is strongly recommended. It is advantageous to encourage the growth of grasses and other shallow rooted vegetation for erosion control and to inhibit the growth of more detrimental flora.

(b) No pesticide (e.g., herbicide) may be applied on a spring collection area without the prior written approval of the Director. Such approval shall be given 1) only when acceptable pesticides are proposed; 2) when the pesticide product manufacturer certifies that no harmful substance will be imparted to the water; and 3) only when spring development meets the requirements of these rules (see R309-515-7).

(5) Security

All water system facilities such as spring junction boxes, well houses, reservoirs, and treatment facilities shall be secure.

(6) Seasonal Operation

Water systems operated seasonally shall be disinfected and flushed according to the techniques given in AWWA Standard C651-92 and C652-92 prior to each season's use. A satisfactory bacteriologic sample shall be achieved prior to use. During the non-use period, care shall be taken to close all openings into the system.

(7) Pump Lubricants

All oil lubricated pumps for culinary wells shall utilize mineral oils suitable for human consumption as determined by the Director. To assure proper performance, and to prevent the voiding of any warranties which may be in force, the water supplier should confirm with individual pump manufacturers that the oil which is selected will have the necessary properties to perform satisfactorily.

R309-105-11. Operator Certification.

All community and non-transient non-community water systems or any public system that employs treatment techniques for surface water or ground water under the direct influence of surface water shall have an appropriately certified operator in accordance with the requirements of these rules. Refer to R309-300, Certification Rules for Water Supply Operators, for specific requirements.

R309-105-12. Cross Connection Control.

(1) The water supplier shall not allow a connection to his system which may jeopardize its quality and integrity. Cross connections are not allowed unless controlled by an approved and properly operating backflow prevention assembly or device. The requirements of the International Plumbing Code and its amendments as adopted by the Department of Commerce shall be met with respect to cross connection control and backflow prevention.

(2) Each water system shall have a functioning cross connection control program. The program shall consist of five designated elements documented on an annual basis. The elements are:

(a) a legally adopted and functional local authority to enforce a cross connection control program (i.e., ordinance, bylaw or policy);

(b) providing public education or awareness material or presentations;

- (c) an individual with adequate training in the area of cross connection control or backflow prevention;
- (i) Community water systems serving a population of 500 or greater shall have a certified Cross Connection Control Program Administrator by December 31, 2020. Refer to R309-305 for specific requirements.
- (ii) Community water systems serving a population less than 500 shall have a certified Cross Connection Control Program Administrator by December 31, 2022. Refer to R309-305 for specific requirements.
- (iii) Non-transient non-community and transient non-community water systems may be required to have a certified Cross Connection Control Program Administrator at the Director's discretion.
- (d) written records of cross connection control activities, such as, backflow assembly inventory; and
- (e) test history and documentation of on-going enforcement (hazard assessments and enforcement actions) activities.
- (3) Suppliers shall maintain, as proper documentation, an inventory of each pressure atmospheric vacuum breaker, spill resistant pressure vacuum breaker, double check valve, reduced pressure zone principle assembly, and high hazard air gap used by their customers, and a service record for each such assembly.
- (4) Backflow prevention assemblies shall be in-line serviceable (repairable), in-line testable and have approval through third party approval agencies to be used within a public drinking water system. Third party approval shall consist of any combination of two approvals, laboratory or field, performed by a recognized testing organization which has demonstrated competency to perform such tests.
- (5) Backflow prevention assemblies shall be inspected and tested at least once a year, by an individual certified for such work as specified in R309-305. Suppliers shall maintain, as proper documentation, records of these inspections. This testing responsibility may be borne by the water system or the water system management may require that the customer having the backflow prevention assembly be responsible for having the assembly tested.
- (6) Suppliers serving areas also served by a pressurized irrigation system shall prevent cross connections between the two. Requirements for pressurized irrigation systems are outlined in Section 19-4-112 of the Utah Code.

R309-105-13. Finished Water Quality.

All public water systems are required to monitor their water according to the requirements of R309-205, R309-210 and R309-215 to determine if the water quality standards of R309-200 have been met. Water systems are also required to keep records and, under certain circumstances, give public notice as required in R309-220.

R309-105-14. Operational Reports.

- (1) Written Operational Reports.
 - (a) If, in the opinion of the Director, a water system is not properly operated, the Director may require a public water system to submit a written operational report covering the operation of the whole or a part of the water system's infrastructure.
 - (b) The Director may require revisions to the submitted operational report to ensure satisfactory operation, and may order the water system to follow the operational report.
 - (c) If the water system fails to implement the provisions of the operational report, as evidenced by unsatisfactory delivery of a safe and/or reliable supply of drinking water, the Director may order further remedies as deemed necessary.
- (2) Treatment techniques for acrylamide and epichlorohydrin.
 - (a) Each public water system shall certify annually in writing to the Director (using third party or manufacturer's certification) that when acrylamide and epichlorohydrin are used in drinking water systems, the combination (or product) of dose and monomer level does not exceed the levels specified in R309-215-8(2)(c).
 - (b) Certifications may rely on manufacturer's data.
- (3)(a) All water systems using chemical addition or specialized equipment for the treatment of drinking water shall regularly complete operational reports. This information shall be evaluated to confirm that the treatment process is being done properly, resulting in successful treatment.
- (b) The information to be provided, and the frequency at which it is to be gathered and reported, will be determined by the Director.

R309-105-15. Report Submittal.

- (1) A public water system shall submit water use data if required by a state agency and shall verify the accuracy of the data by including a certification by a certified operator or a professional engineer performing the duties of a certified operator.
- (2) A public water system shall comply with the report submittal requirements of the R309 rules.

R309-105-16. Reporting Test Results.

- (1) If analyses are made by certified laboratories other than the state laboratory, these results shall be forwarded to the Division as follows:
 - (a) The supplier shall report to the Division the analysis of water samples which fail to comply with the Primary Drinking Water Standards of R309-200. Except where a different reporting period is specified in R309-205, R309-210 or R309-215, this report shall be submitted within 48 hours after the supplier receives the report from his lab. The Division may be reached at (801)536-4200.
 - (b) Monthly summaries of bacteriologic results shall be submitted within ten days following the end of each month.
 - (c) All results of TTHM samples shall be reported to the Division within 10 days of receipt of analysis for systems monitoring pursuant to R309-210-9.
 - (d) For all samples other than samples showing unacceptable results, bacteriologic samples or TTHM samples, the time between the receipt of the analysis and the reporting of the results to the Division shall not exceed 40 days.

- (e) Arsenic sampling results shall be reported to the nearest 0.001 mg/L.
- (f) There are additional reporting requirements in other sections of the rules, see R309-215-16(5).
- (2) Disinfection byproducts, maximum residual disinfectant levels and disinfection byproduct precursors and enhanced coagulation or enhanced softening. This section applies to the reporting requirements of R309-210-8, R309-215-12 and R309-215-13. For the reporting requirements of R309-210-9, R309-210-10 and R309-215-15 are contained within R309-210-9, R309-210-10 and R309-215-15, respectively.
 - (a) Systems required to sample quarterly or more frequently shall report to the State within 10 days after the end of each quarter in which samples were collected. Systems required to sample less frequently than quarterly shall report to the State within 10 days after the end of each monitoring period in which samples were collected. The Director may choose to perform calculations and determine whether the MCL was exceeded, in lieu of having the system report that information.
 - (b) Disinfection byproducts. Systems shall report the information specified.
 - (i) Systems monitoring for TTHMs and HAA5 under the requirements of R309-210-8(2) on a quarterly or more frequent basis shall report:
 - (A) The number of samples taken during the last quarter.
 - (B) The location, date, and result of each sample taken during the last quarter.
 - (C) The arithmetic average of all samples taken in the last quarter.
 - (D) The annual arithmetic average of the quarterly arithmetic averages of this section for the last four quarters.
 - (E) Whether, based on R309-210-8(6)(b)(i), the MCL was violated.
 - (ii) Systems monitoring for TTHMs and HAA5 under the requirements of R309-210-8(2) less frequently than quarterly (but at least annually) shall report:
 - (A) The number of samples taken during the last year.
 - (B) The location, date, and result of each sample taken during the last monitoring period.
 - (C) The arithmetic average of all samples taken over the last year.
 - (D) Whether, based on R309-210-8(6)(b)(i), the MCL was violated.
 - (iii) Systems monitoring for TTHMs and HAA5 under the requirements of R309-210-8(2) less frequently than annually shall report:
 - (A) The location, date, and result of the last sample taken.
 - (B) Whether, based on R309-210-8(6)(b)(i), the MCL was violated.
 - (iv) Systems monitoring for chlorite under the requirements of R309-210-8(2) shall report:
 - (A) The number of entry point samples taken each month for the last 3 months.
 - (B) The location, date, and result of each sample (both entry point and distribution system) taken during the last quarter.
 - (C) For each month in the reporting period, the arithmetic average of all samples taken in each three sample set taken in the distribution system.
 - (D) Whether, based on R309-210-8(6)(b)(ii), the MCL was violated.
 - (v) System monitoring for bromate under the requirements of R309-210-8(2) shall report:
 - (A) The number of samples taken during the last quarter.
 - (B) The location, date, and result of each sample taken during the last quarter.
 - (C) The arithmetic average of the monthly arithmetic averages of all samples taken in the last year.
 - (D) Whether, based on R309-210-8(6)(b)(iii), the MCL was violated.
- (c) Disinfectants. Systems shall report the information specified to the Director within ten days after the end of each month the system serves water to the public, except as otherwise noted:
 - (i) Systems monitoring for chlorine or chloramines under the requirements of R309-210-8(3)(a) shall report and certify, by signing the report form provided by the Director, that all the information provided is accurate and correct and that any chemical introduced into the drinking water complies with ANSI/NSF Standard 60:
 - (A) The number of samples taken during each month of the last quarter.
 - (B) The monthly arithmetic average of all samples taken in each month for the last 12 months.
 - (C) The arithmetic average of all monthly averages for the last 12 months.
 - (D) The additional data required in R309-210-8(3)(a)(ii).
 - (E) Whether, based on R309-210-8(6)(c)(i), the MRDL was violated.
 - (ii) Systems monitoring for chlorine dioxide under the requirements of R309-210-8(3) shall report:
 - (A) The dates, results, and locations of samples taken during the last quarter.
 - (B) Whether, based on R309-210-8(6)(c)(ii), the MRDL was violated.
 - (C) Whether the MRDL was exceeded in any two consecutive daily samples and whether the resulting violation was acute or nonacute.
- (d) Disinfection byproduct precursors and enhanced coagulation or enhanced softening. Systems shall report the information specified.
 - (i) Systems monitoring monthly or quarterly for TOC under the requirements of R309-215-12 and required to meet the enhanced coagulation or enhanced softening requirements in R309-215-13(2)(b) or (c) shall report:
 - (A) The number of paired (source water and treated water) samples taken during the last quarter.
 - (B) The location, date, and results of each paired sample and associated alkalinity taken during the last quarter.
 - (C) For each month in the reporting period that paired samples were taken, the arithmetic average of the percent reduction of TOC for each paired sample and the required TOC percent removal.

- (D) Calculations for determining compliance with the TOC percent removal requirements, as provided in R309-215-13(3)(a).
- (E) Whether the system is in compliance with the enhanced coagulation or enhanced softening percent removal requirements in R309-215-13(2) for the last four quarters.
- (ii) Systems monitoring monthly or quarterly for TOC under the requirements of R309-215-12 and meeting one or more of the alternative compliance criteria in R309-215-13(1)(b) or (c) shall report:
 - (A) The alternative compliance criterion that the system is using.
 - (B) The number of paired samples taken during the last quarter.
 - (C) The location, date, and result of each paired sample and associated alkalinity taken during the last quarter.
 - (D) The running annual arithmetic average based on monthly averages (or quarterly samples) of source water TOC for systems meeting a criterion in R309-215-13(1)(b)(i) or (iii) or of treated water TOC for systems meeting the criterion in R309-215-13(1)(b)(ii).
 - (E) The running annual arithmetic average based on monthly averages (or quarterly samples) of source water SUVA for systems meeting the criterion in R309-215-13(1)(b)(v) or of treated water SUVA for systems meeting the criterion in R309-215-13(1)(b)(vi).
 - (F) The running annual average of source water alkalinity for systems meeting the criterion in R309-215-13(1)(b)(iii) and of treated water alkalinity for systems meeting the criterion in R309-215-13(1)(c)(i).
 - (G) The running annual average for both TTHM and HAA5 for systems meeting the criterion in R309-215-13(1)(b)(iii) or (iv).
 - (H) The running annual average of the amount of magnesium hardness removal (as CaCO_3 , in mg/L) for systems meeting the criterion in R309-215-13(1)(c)(ii).
 - (I) Whether the system is in compliance with the particular alternative compliance criterion in R309-215-13(1)(b) or (c).
- (3) The public water system, within 10 days of completing the public notification requirements under R309-220 for the initial public notice and any repeat notices, shall submit to the Division a certification that it has fully complied with the public notification regulations. The public water system shall include with this certification a representative copy of each type of notice distributed, published, posted, and made available to the persons served by the system and to the media.
- (4) All samples taken in accordance with R309-215-6 shall be submitted within 10 days following the end of the operational period specified for that particular treatment. Finished water samples results for the contaminant of concern that exceed the Primary Drinking Water Standards of R309-200, shall be reported to the Division within 48 hours after the supplier receives the report. The Division may be reached at (801) 536-4000.
- (5) Documentation of operation and maintenance for point-of-use or point-of-entry treatment units shall be provided to the Division annually. The Division shall receive the documentation by January 31 annually.

R309-105-17. Record Maintenance.

- All public water systems shall retain on their premises or at convenient location near their premises the following records:
- (1) Records of microbiological analyses and turbidity analyses made pursuant to this Section shall be kept for not less than five years. Records of chemical analyses made pursuant to this Section shall be kept for not less than ten years. Actual laboratory reports may be kept, or data may be transferred to tabular summaries, provided that the following information is included:
 - (a) The date, place and time of sampling, and the name of the person who collected the sample;
 - (b) Identification of the sample as to whether it was a routine distribution system sample, check sample, raw or process water sample or other special purpose sample.
 - (c) Date of analysis;
 - (d) Laboratory and person responsible for performing analysis;
 - (e) The analytical technique/method used; and
 - (f) The results of the analysis.
 - (2) Lead and copper recordkeeping requirements.
 - (a) Any water system subject to the requirements of R309-210-6 shall retain on its premises original records of all sampling data and analyses, reports, surveys, letters, evaluations, schedules, Director determinations, and any other information required by R309-210-6.
 - (b) Each water system shall retain the records required by this section for no fewer than 12 years.
 - (3) Records of action taken by the system to correct violations of primary drinking water regulations shall be kept for a period not less than three years after the last action taken with respect to the particular violation involved.
 - (4) Copies of any written reports, summaries or communications relating to sanitary surveys of the system conducted by the system itself, by a private consultant, or by any local, State or Federal agency, shall be kept for a period not less than ten years after completion of the sanitary survey involved.
 - (5) Records concerning a variance or exemption granted to the system shall be kept for a period ending not less than five years following the expiration of such variance or exemption.
 - (6) Records that concern the tests of a backflow prevention assembly and location shall be kept by the system for a minimum of not less than five years from the date of the test.
 - (7) Copies of public notices issued pursuant to R309-220 and certifications made to the Director pursuant to R309-105-16 shall be kept for three years after issuance.

(8) Copies of monitoring plans developed pursuant to these rules shall be kept for the same period of time as the records of analyses taken under the plan are required to be kept under R309-105-17(1), except as otherwise specified. In all cases the monitoring plans shall be kept as long as the any associated report.

(9) A water system must retain a complete copy of your IDSE report submitted under this section for 10 years after the date that you submitted your IDSE report. If the Director modifies the R309-210-10 monitoring requirements that you recommended in your IDSE report or if the Director approves alternative monitoring locations, you must keep a copy of the Director's notification on file for 10 years after the date of the Director's notification. You must make the IDSE report and any Director notification available for review by the Director or the public.

(10) A water system must retain a complete copy of its 40/30 certification submitted under this R309-210-9 for 10 years after the date that you submitted your certification. You must make the certification, all data upon which the certification is based, and any Director notification available for review by the Director or the public.

(11) A water subject to the disinfection profiling requirements of R309-215-14 shall keep must keep results of profile (raw data and analysis) indefinitely.

(12) A water system subject to the disinfection benchmarking requirements of R309-215-14 shall keep must keep results of profile (raw data and analysis) indefinitely.

R309-105-18. Emergencies.

(1) The Director or the local health department shall be informed by telephone by a water supplier of any "emergency situation". The term "emergency situation" includes the following:

(a) The malfunction of any disinfection facility such that a detectable residual cannot be maintained at all points in the distribution system.

(b) The malfunction of any "complete" treatment plant such that a clearwell effluent turbidity greater than 5 NTU is maintained longer than fifteen minutes.

(c) Muddy or discolored water (which cannot be explained by air entrainment or re-suspension of sediments normally deposited within the distribution system) is experienced by a significant number of individuals on a system.

(d) An accident has occurred which has, or could have, permitted the entry of untreated surface water and/or other contamination into the system (e.g. break in an unpressurized transmission line, flooded spring area, chemical spill, etc.)

(e) A threat of sabotage has been received by the water supplier or there is evidence of vandalism or sabotage to any public drinking water supply facility which may affect the quality of the delivered water.

(f) Any instance where a consumer reports becoming sick by drinking from a public water supply and the illness is substantiated by a doctor's diagnosis (unsubstantiated claims should also be reported to the Division of Drinking Water, but this is not required).

(2) If an emergency situation exists, the water supplier shall then contact the Division in Salt Lake City within eight hours. Division personnel may be reached at all times through 801-536-4123.

(3) All suppliers are advised to develop contingency plans to cope with possible emergency situations. In many areas of the state the possibility of earthquake damage shall be realistically considered.

KEY: drinking water, watershed management

Date of Enactment or Last Substantive Amendment: January 15, 2019

Notice of Continuation: March 12, 2020

Authorizing, and Implemented or Interpreted Law: 19-4-104

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 9, 2024

Agenda Item: Bid Award for Pavement Preservation (Resolution 2024-29) Fiscal Impact: \$350,000, Approved in the FY24 Budget (Transportation)

Department: Public Works

Presenter: Naseem Ghandor

Background/Discussion:

City Staff seeks the City Council's approval to award Holbrook Asphalt a contract for pavement preservation services. The scope of work includes the application of HA5 High-Density Mineral Bond, Bonded Matrix Bonded Overlay, and Crack Sealing, which are vital for extending the lifespan of the city's roadways.

To maintain and extend the longevity of Vineyard City's streets, the Public Works Department has prioritized pavement preservation as a critical strategy. A request for proposals (RFP) was issued for pavement preservation services. Four vendors intended to provide a proposal, and one complete proposal was received. Holbrook Asphalt responded with a comprehensive service proposal. After careful evaluation, Holbrook Asphalt was selected based on its pricing structure, reputation for quality, and previous work with similar municipalities.

Scope of Services:

Holbrook Asphalt will provide the following services:

1. HA5 High-Density Mineral Bond: Applied at \$3.05 per square yard.
2. Bonded Matrix Bonded Overlay: Applied at \$7.80 per square yard.
3. Crack Sealing: Applied at \$0.495 per linear foot.

Pricing excludes traffic control, and the agreement is based on a minimum project size of 43,750 square yards annually (approximately 6.21 lane miles).

Contract Terms:

- Term: 5 years (Awarded as one year with option to renew up to 4 years)
- Pricing Adjustments: Prices may increase by up to 3% per year unless justified by market conditions.
- Warranty: The contractor offers a 5-year warranty on materials and workmanship.

Fiscal Impact:

\$350,000, Approved in the FY24 Budget (Transportation)

Recommendation:

City Staff recommends that the City Council approve the award of the pavement preservation contract to Holbrook Asphalt for a 5-year term. This partnership will ensure that Vineyard City's roads, trails, and parking lots receive high-quality maintenance, prolonging their service life.

Sample Motion:

"I move to approve the contract for pavement preservation services with Holbrook Asphalt and authorize the Mayor to execute the contract on behalf of Vineyard City."

Attachments:

1. RES 2024-29 Bid Award for Pavement Preservation
2. Pavement Preservation Contract
3. 2024 Vineyard Pavement Preservation Request For Proposals
4. Vineyard City - Holbrook Asphalt Submittal

RESOLUTION 2024-29

**A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO
HOLBROOK ASPHALT FOR PAVEMENT PRESERVATION SERVICES 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), it was determined that Holbrook Asphalt is the best qualified bidder to provide pavement preservation services to Vineyard City;

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

Section 1. The bid be awarded to Holbrook Asphalt for pavement preservation services to Vineyard City

Section 2. Total cost of \$350,000, approved in the FY24 Budget (Transportation).

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 9th day of October 2024.

Mayor

Attest:

City Recorder

Contract for Pavement Preservation Services

This Contract ("Contract") is made and entered into as of [Start Date] ("Effective Date") by and between:

Holbrook Asphalt

1545 E Commerce Drive
Saint George, Utah 84790
("Contractor")

and

Vineyard City

125 S Main Street
Vineyard, Utah 84059
("Client")

1. Scope of Services

The Contractor agrees to provide pavement preservation services, which include the application of the following products:

- HA5 High Density Mineral Bond
- Bonded Matrix Bonded Overlay
- Crack Sealing

2. Pricing

The pricing for services rendered under this Contract is as follows:

- HA5 High-Density Mineral Bond: **\$3.05 per square yard** (excluding traffic control)
- Bonded Matrix Bonded Overlay: **\$7.80 per square yard** (excluding traffic control)
- Crack Sealing: **\$0.495 per linear foot** (excluding traffic control)

3. Minimum Project Size

The pricing outlined above is based on a minimum of **43,750 square yards per year**. Should the total square yards be less than this minimum, the Contractor reserves the right to adjust the pricing accordingly.

4. Contract Term

This Contract shall commence on the Effective Date and shall remain in effect for five (5) years, ending on [End Date].

5. Warranty

The Contractor warrants that the materials and services provided under this Contract shall be free from defects in workmanship and materials for a period of five (5) years from the completion date of each project.

6. Pricing Adjustments

Pricing for each year shall be subject to a maximum increase of **three percent (3%) per year** unless market conditions dictate a larger increase. Any adjustments will be communicated in writing at least thirty (60) days prior to the start of each new contract year.

7. Payment Terms

Invoices will be issued upon completion of services, and payment shall be due within **thirty (30) days** of receipt of the invoice.

8. Termination

Either party may terminate this Contract with **thirty (30) days** written notice to the other party, provided that any outstanding work or services must be completed and paid for in accordance with the terms of this Contract.

9. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of [Your State].

10. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements or understandings regarding the subject matter herein, whether written or oral.

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

Client: Vineyard City

By: _____
Name: _____
Title: _____
Date: _____

Contractor: Holbrook Asphalt

By: _____
Name: _____
Title: _____
Date: _____



RFP FY24

City of Vineyard, Utah

Pavement Preservation of Existing
Roads, Trails, and Parking Lots

PUBLIC WORKS DEPARTMENT

INVITATION TO BID

FOR

PAVEMENT PRESERVATION SERVICES FOR
ROADWAYS, SIDEWALKS, AND TRAILS

Contract Documents
Proposal Documents
Specifications

Proposer: _____

Proposal Due Date/Time: Monday, September 23, 2024, Not Later Than 2:00 pm

CITY OF VINEYARD

Public Works Department
125 South Main Street
Vineyard, Utah 84059
PHONE: (801) 226-1929

REQUEST FOR PROPOSALS

The City of Vineyard, Utah, wishes to engage the services of a qualified contractor to provide pavement preservation services for its Public Works Department. The City intends for this to be a multi-year award with work to be performed during contractors' production seasons for up to Five (5) years. The specific list of pavements (e.g., roadways, parking lots, and trails) shall be determined after the bid is awarded and at the beginning of each subsequent year. Costs for additional areas to be sealed in subsequent years shall be based on the Unit Prices set forth in the Contractor's Cost Proposal. Each firm submitting a proposal must be lawfully engaged in the service of pavement preservation in the State of Utah.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than 2:00 PM on Monday September 23rd, 2024, from interested firms, to be eligible for consideration by the City. **Proposals may be submitted by email to christ@vineyardutah.org or in hard copy to the Administrative Office, City of Vineyard, 125 South Main St., Vineyard, UT 84059, and must be clearly marked:**

"RFP FY-24"

"2024 Vineyard City Pavement Preservation Proposal."

Complete copies of RFP FY-24 are available from the Scquest Website, Public Works Department, 125 South Main St., Vineyard, UT 84059 (801) 226-1929 or online at Vineyard City.

All proposals received will be considered confidential and not available for public review until after a contract has been awarded.

The city reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information, or errors in the proposal, and to accept the proposal considered to be in the best interest of the City. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised at the City's discretion and posted publicly as detailed below:

NAME	ADVERTISING MEDIUM	ADDRESS	PHONE	CONTACT NAME	EMAIL AND WEB ADDRESS
City of Vineyard	Posted on SciQuest, City Website, and Municipal Center Lobby	125 South Main St. Vineyard, UT 84059	(801) 226-1929	Chris Thomas	christ@vineyardutah.org www.vineyardutah.org

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

The submitted proposal shall contain the following sections

- 1. Company Background, including qualifications of the area project team.**
- 2. Unit Cost of Materials (Products)**
- 3. Data Sheets showing the 5-year durability of proposed products**
- 4. List 3 similar area municipalities and similar projects completed within the last 5 years.**

The submitted proposals shall be no longer than 15 pages on 8.5 x 11 sized paper.

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing in the section Schedule of Services and Proposed Pricing, unless specific directions in the advertisement, on the proposal form, or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for 30 (30) calendar days subsequent to submittal to the city of Vineyard or as modified by addendum.

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Manager no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss, or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

The name of manufacturer, trade name, or catalog number mentioned in this Request for Proposal is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material, and specified measurements may be mandatory. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such proposals, the Proposer shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal. When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed, e-mailed, or delivered in person.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, emailed or telegraphic request of the Proposer to the Purchasing Manager. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for the period as indicated in the Preparation of Proposals or as modified by addenda.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform, and quality, award may be made at the discretion of City Administration, with the following exceptions: When a tie proposal exists between a local (a business establishment within Town limits) Proposer and an out-of-town Proposer, preference may be given to the local Proposer. If a tie proposal exists between two Local Proposers or two out-of-City's Proposers, the decision may be made at the discretion of the City Administration.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies, or equipment. The City reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this RFP if it is in the City's best interest to do so.

PROPOSAL EVALUATION:

In an attempt to determine whether a proposer is responsible, the City may, at its discretion, obtain technical support from outside sources. Each Proposer will agree to cooperate fully with the personnel of such organizations.

**Each proposal will be reviewed and evaluated based on the following criteria:
Cost (40%), Project Team & Past Performance (20%), Products' Durability (30%)**

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have the necessary experience, organization, technical and professional qualifications, skills, and facilities to provide a product of considerable quality.
- Be able to comply with the proposed or required time completion or performance schedule.
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal.

The contract will be awarded to a responsive and responsible Proposer based on the evaluation criteria detailed on the proposal evaluation sheet. The proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City reserves the right to reject any or all proposals or any part therefor, to waive any formality, informality, information, and/or errors in the proposal, and to accept any proposal in part or in whole as may be in the best interest of the City, or to purchase services on the open market or any other option if it is considered in the best interest of the City to do so.

In case of error in the extension of prices, the proposed unit prices shall govern, and the unit prices in writing shall take precedence over those in figures. Also, in the event of a discrepancy between the total of the items and the lump total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The Contract shall constitute the entire understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer, except for the return of the proposal bond, at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict. In all other matters not affected by written clarification, if any, the RFP shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification.

INSURANCE:

The successful Proposer shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Proposal, or otherwise required by the City, at the Proposer's sole expense, with City-approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Proposer's performance hereunder. The City shall be named as an additional insured, as determined by the City, in said policy or policies, and the successful Proposer shall furnish to the City original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement and renewal Certificates of Insurance if coverage has an expiration or renewal date occurring during the term of this Agreement. In addition to the certificate(s) of insurance, the successful Proposer shall also provide, as required by the City, an additional insured endorsement. If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the requirement for an endorsement may be fulfilled by submitting that document along with a signed declaration page referencing the blanket endorsement or policy form. The successful Proposer shall ensure that all insurance coverage maintained or procured pursuant to this agreement shall be endorsed, as required by the City, to waive subrogation against the City, however, this waiver of subrogation requirement shall not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the successful proposer enter into such an agreement on a pre-loss basis.

All certificates shall provide that the City be given thirty (30) days' written notice prior to any change, substitution, or cancellation before the stated expiration date.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder shall not constitute a waiver of any requirement, and the existence of any insurance shall not limit the Proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to or express waiver by the City, the Proposer shall or shall cause any carrier engaged by the Proposer to insure all shipments of goods for full value.

If the contract with the Proposer involves the performance of work by the Proposer's employees at a property owned or leased by the City, the Proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers compensation insurance and unemployment compensation insurance as required by laws of the State of Utah and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of, the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All Proposers and subcontractors at every tier under the Proposer will conform to the appropriate requirements.

EXECUTION OF CONTRACT:

The successful Proposer shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the City within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF CONTRACT:

Upon receipt of the contract and any necessary surety bonds that have been fully executed by the successful Proposer, the City shall complete the execution of the contract in accordance with local laws or ordinances

and return the fully executed contract to the contractor. Delivery of the fully executed contract, along with a Notice to Proceed to the Contractor, shall constitute the city's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:

Failure of the successful proposer to execute the contract and/or furnish acceptable surety bonds (if required) within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm, and/or corporation that has defaulted upon a contract with the City, the State of Utah, or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the City, the State of Utah, or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State Office in the state in which it is incorporated.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of Utah, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any contract in any jurisdiction whatsoever other than the State of Utah and Utah County.

TERMINATION OF CONTRACT FOR CAUSE:

If the Contractor violates any provision of the Contract, the City shall have the right to terminate the Contract. To terminate the Contract, the City shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the City may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the City. Upon termination, all finished or unfinished work, services, plans, data programs, and reports prepared by the Contractor under the Contract shall become property of the City. The City may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents, and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

LAWS AND REGULATIONS:

The Contractor shall keep fully informed of all federal and state law and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies having any jurisdiction authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, specifications or contract for work in relation to any such laws, ordinances, regulations, orders, or decrees, the Contractor shall forthwith report the same to the City's Project Manager in writing. The Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the City and its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by the Contractor or the Contractor's employees or subcontractors.

INVOICING:

Invoices are to be submitted to the user department or division. The invoice must include an itemization of all items, supplies, services, equipment, or labor furnished, including unit list price, net price, and total amount due (see Progress Payments below). In addition, on projects that will involve partial/progress payments and/or retainage, a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$ _____	Plus/minus Change Orders
\$ _____	Total Adjusted Contract Amount	\$ _____
Work Completed to Date	\$ _____	Less Previous Invoices
\$ _____	Less Retainage (if any)	\$ _____
due this Invoice	\$ _____	Balance
Balance Remaining on Contract		\$ _____

All invoices must reference a valid City of Vineyard RFP number and the work outlined within.

PROGRESS PAYMENTS:

Progress Payments: Any payment from the City to the Contractor may be negotiated between the City and the Contractor but shall be solely determined by the City. After the City has determined such payment, the Contractor shall bill the City for services rendered in accordance with the contract documents within ten (10) calendar days following the end of the month, and the City shall pay the Contractor within thirty (30) days after receipt of the Contractor's invoice.

Progress Payments are not provided in advance of routine or scheduled maintenance services. All maintenance treatments or services will be reimbursed upon receipt of the invoice following the completion of service.

TAX:

The city is exempt from all sales and federal excise taxes. The City's tax exemption certificate will be provided to the successful contractor upon request. Please bill less these taxes.

PRICING:

Unless otherwise specified, all prices listed are firm for the term of the contract. All prices should include all labor, material, and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

GUARANTEES & WARRANTY:

All materials and labor related to contracts must be guaranteed and include a warranty that covers defects in material or workmanship of applied products for five (5) years from the date of the project's final acceptance. If any work is unable to be guaranteed, the contractor must inform the City in writing prior to the delivery of an item or any work being performed. Inspection, testing, and final determination of non-warranty work shall be performed at no cost to the City.

DEFINITIONS:

The proposal shall also mean quotation, bid, offer, and qualification/experience statement.

Vendors shall also mean proposers, offers, bidders, contractors, or any person or firm responding to a Request for Proposal.

The contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of Utah shall govern all contracts entered into by the City of Vineyard. Any disputes shall be resolved within the venue of the State of Utah and Utah County.

Failure to acknowledge this request for proposal may result in withdrawal from the proposal list for this commodity or service.

Failure to comply with these requirements could result in the cancellation of an order or contract.

Location

Vineyard City: Public Roads, Trails, Parking Lots

Anticipated Annual Budget: \$350,000

Approximate area of asphalt to preserve Annually: Min. 43,750 square Yards

Overview

Vineyard City consists of residential and collector roads, as well as five City-owned and maintained parking lots. The city's streets and stormwater division guide the care and maintenance of the Vineyard City roads, trails, and parking lots. The Director of Public Works and the Streets and Stormwater Manager oversee the care and maintenance and will be the direct contact for this agreement.

The existing asphalt to be preserved per this proposal is color-coded to identify what treatment is appropriate for that surface. If a crack seal is required, all cracks shall be blown free of vegetation and debris. A hot-pour polymer modified-based crack sealant shall be poured using a standard method. The existing asphalt-wearing course shall then be finished with either a high-density mineral bond, bonded overlay, or other equivalent durable surface. Please provide pricing for each if available. The City reserves the right to select a product based on price and/or durability.



Schedule of Services and Proposed Pricing

Service / Treatment	Price Per	Total Cost
<u>High-Density Mineral Bond or Other durable Equivalent</u>	Sq. yd.	
<u>Bonded overlay or Other Durable Equivalent</u>	Sq. yd.	
<u>Hot Applied Crack Fill</u>	Linear ft.	

SPECIFICATIONS:

Each proposer shall return page 11 of this document in a legible form with all proposed costs clearly itemized. Additionally, the page 12 signature page must be included in the submittal, memorializing each Proposer submission in a timely manner per the requirements of this Request for Proposal.

The proposer awarded the service agreement shall provide the City Engineer or authorized representative with a complete list of products to be applied, along with trade names, safety data sheets, and application rates, in advance of the start of the proposed work.

The proposer awarded the service agreement shall provide the City of Vineyard with 10 days' notice before starting work so that the public can be notified.

Work is to be scheduled with the City Engineer, and the treated surface shall be opened to vehicular traffic within 72 hours.

CITY CONTACTS:

Chris Thomas
Streets & Stormwater Manager
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
christ@vineyardutah.org

Clint Roundy.
Streets & Stormwater Crew Leader
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
clintr@vineyardutah.org

Name of Proposer: _____

Named Representative: _____

Address: _____

Phone Number: _____

Email: _____

Signature: _____

Date: _____

Statement indicating response to: **City of Vineyard RFP FY-24**

Bonded Matrix Overlay

Pavement Preservation Services Attn:

Chris Thomas

City of Vineyard

125 S Main St.

Vineyard, UT 84059

Holbrook Asphalt's History

Established in 1999 in St. George, UT, our company has been dedicated to extending the lifespan of asphalt surfaces while ensuring cost-effectiveness. From the beginning, we have partnered with public works departments, HOA's, commercial facilities and private communities to enhance the durability of their pavement infrastructure, earning a reputation for excellence in the industry.

Our commitment to innovation led us to develop the HA5 High Density Mineral Bond, a solution that has significantly advanced our mission. HA5 quickly became favored by private communities and municipal agencies alike, prompting our expansion from our St George, UT location into Las Vegas, Arizona, and the southeastern United States. Today, HA5 has been applied in 25 states, adopted by over 300 public agencies, and utilized by thousands of private communities nationwide.

We operate from our corporate office in St. George, UT, with additional offices in Phoenix, AZ, and Las Vegas, NV, strategically located to serve our expanding client base. Continuing our growth, we have also established our presence in Georgia, Texas, Florida, and Tennessee, further broadening our reach and impact. Our ongoing efforts ensure that we remain at the forefront of pavement preservation, providing top-tier solutions and services to our clients.

Contract Goals and Objectives

Understanding of the Contract Goals and Objectives:

Our company, Holbrook Asphalt, comprehends the primary goals and objectives of the Pavement Preservation Services contract, which include extending the lifespan of roadways, improving surface safety and quality, and achieving cost-effective maintenance solutions. Pavement preservation is crucial for maintaining infrastructure, reducing the need for extensive repairs, and ensuring the safety and satisfaction of road users.

Our Firm's Approach:

To achieve these objectives, we employ our proprietary surface treatment, High Density Mineral Bond (HDMB). This treatment is designed to enhance the durability of road surfaces, providing a robust, skid-resistant finish that protects against environmental wear and tear. The application process of HDMB is streamlined to ensure quick deployment with minimal traffic disruption, adhering to the highest standards of quality control.

Demonstration of Comprehension:

Our firm has a proven track record of successfully implementing HDMB in various municipalities and regions. Our team comprises highly trained professionals with extensive experience in pavement preservation.

Commitment to the Client's Goals:

We are dedicated to achieving the client's goals through exceptional service and ongoing innovation. Our commitment to customer satisfaction is reflected in our proactive communication and responsive support throughout the project lifecycle. Additionally, we continually invest in research and development to enhance our treatment solutions, ensuring that we deliver the most effective and up-to-date pavement preservation services.

Capabilities to Perform Services:

Our firm possesses the capabilities required to perform all aspects of the pavement preservation services outlined in the contract. We have a fleet of specialized equipment designed for the efficient and effective application of HDMB. Our logistics and project management teams ensure timely delivery and execution of services, minimizing disruptions and adhering to project timelines. Additionally, our strong supplier relationships guarantee the availability of high-quality materials, enabling us to maintain the highest standards of workmanship. Our extensive experience in similar projects has equipped us with the skills and knowledge necessary to handle any challenges that may arise during the course of the contract.

Capabilities to Perform Services

Our firm possesses the capabilities required to perform all aspects of the pavement preservation services outlined in the contract. We have a fleet of specialized equipment designed for the efficient and effective application of HDMB. Our logistics and project management teams ensure timely delivery and execution of services, minimizing disruptions and adhering to project timelines. Additionally, our strong supplier relationships guarantee the availability of high-quality materials, enabling us to maintain the highest standards of workmanship. Our extensive experience in similar projects has equipped us with the skills and knowledge necessary to handle any challenges that may arise during the course of the contract.

Employee Training and Expertise

Our employees are fully trained and completely familiar with the scope of work required for pavement preservation. We invest heavily in training programs to ensure that every team member is proficient in the latest techniques and technologies in pavement preservation. This comprehensive training includes detailed instruction on the application of HDMB, safety protocols, quality assurance, and project management. Our team's expertise ensures that we can deliver consistent, high-quality results on every project.



Statement of Qualifications

5 Projects Completed within the last Five Years

High Density Mineral Bond

Bonded Matrix

Crack Repair

Project contracted by:



Project Name: Highland 2024 Road Preservation Project

Location:

Highland City, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond and Bonded Matrix

Change Orders:

Customer added Mountain View Rd to BMO portion of project. \$34,258.90

Contract \$ amount:

\$210,273.37

Date of Project:

June 2024

Contacts:

Ty Christensen

5400 West Civic Center Dr.
Highland, Utah 84003
(801) 756-5751

Project contracted by:



Project Name: 2019 Pavement Preservation

Location:

North Salt Lake, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$70,354.42

Date of Project:

July 2024

Contacts:

Karyn Baxter

10 East Center Street
North Salt Lake Utah 84054
(801) 335-8700

Project contracted by:



Project Name: South Jordan HA5 24

Location:

South Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond.

Change Orders:

None

Contract \$ amount:

\$244,296.13

Date of Project:

August 2024

Contacts:

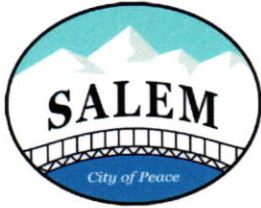
Deven Serr

1600 W. Towne Center Dr
South Jordan, Utah 84095
(801) 253-5203

Joey Collins

1600 W. Towne Center Dr.
South Jordan, Utah 84095
(801) 253-5203

Project contracted by:



Project Name: Salem BMO 24

Location:

Salem City, UT

Primary scope of work:

Preserve roadways by installing Bonded Matrix Overlay

Change Orders:

None

Contract \$ amount:

\$487,230.85

Date of Project:

August 2024

Contacts:

James Thomas

30 West 100 South
P.O. Box 901
Salem UT 84653
(801) 423-2770

Project contracted by:



Project Name: West Jordan Surface Seal Project 24

Location:

West Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$597,511.46

Date of Project:

August 2024

Contacts:

Krista Riester

8000 South Redwood Rd
West Jordan, UT 84088
(801) 569-5154

Schedule of Services and Proposed Pricing

Service / Treatment	Price Per	Total Cost
<u>High-Density Mineral Bond or Other durable Equivalent</u>	Sq. yd.	
<u>Bonded overlay or Other Durable Equivalent</u> Bonded Matrix Overlay	\$7.80 Sq. yd.	\$341,250.00 / year + traffic control if needed
<u>Hot Applied Crack Fill</u>	Linear ft.	

SPECIFICATIONS:

Each proposer shall return page 11 of this document in a legible form with all proposed costs clearly itemized. Additionally, the page 12 signature page must be included in the submittal, memorializing each Proposer submission in a timely manner per the requirements of this Request for Proposal.

The proposer awarded the service agreement shall provide the City Engineer or authorized representative with a complete list of products to be applied, along with trade names, safety data sheets, and application rates, in advance of the start of the proposed work.

The proposer awarded the service agreement shall provide the City of Vineyard with 10 days' notice before starting work so that the public can be notified.

Work is to be scheduled with the City Engineer, and the treated surface shall be opened to vehicular traffic within 72 hours.

CITY CONTACTS:

Chris Thomas
Streets & Stormwater Manager
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
christ@vineyardutah.org

Clint Roundy.
Streets & Stormwater Crew Leader
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
clintr@vineyardutah.org

Name of Proposer: Holbrook Asphalt CO.

Named Representative: CJ Davis

Address: 1545 E Commerce Dr

St George, UT 84790

(435) 652-4427

Phone Number:

Email: cj@holbrookasphalt.com

Signature:



Date:

7/20/2024



Project Location	Proposal #	Date Issued	PO/LD #
Multiple Locations - See Maps Center Street Vineyard UT 84058	HAU950613	9/19/2024	

Terms
Due Upon Completion

Adviser Information
Aaron Eppley P: 435-703-0023 E: aaron@holbrookasphalt.com

Description
Pavement Preservation Bonded Matrix Overlay

Bill To

Vineyard City
Chris Thomas
240 East Gammon Road
Vineyard UT 84058

Item	Quantity	UM	Rate	Amount
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See Map
Bonded Matrix Overlay areas blue on attached map

Bonded Matrix Overlay Bonded Matrix Overlay Flexible asphalt preservation surface designed to fuse intense bonding capabilities with matrix voided aggregate formed to promote a perpetual rough surface texture coupled with an impermeable barrier. Per year price, based on approximate area of asphalt to preserve annually in Vineyard bid documents. 43,750 SY per year for 5 years.	43,750	SqYd	7.80	341,250.00
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Note
(1) Bonded Matrix Overlay cost includes typical residential road closures. Traffic control will require 24-hour road closures. If additional closures or methods are required, additional traffic control costs will be discussed with the City of Vineyard prior to that year's project, as each project has site specific traffic control needs.
(2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices.
(3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.

Total	\$341,250.00
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Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
9/19/2024	HAUB16499

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU950613 - Pavement Preservation Bonded Matrix Overlay (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____



Statement indicating response to: **City of Vineyard RFP FY-24**

Bonded Overlay

Pavement Preservation Services Attn:

Chris Thomas

City of Vineyard

125 S Main St.

Vineyard, UT 84059

Holbrook Asphalt's History

Established in 1999 in St. George, UT, our company has been dedicated to extending the lifespan of asphalt surfaces while ensuring cost-effectiveness. From the beginning, we have partnered with public works departments, HOA's, commercial facilities and private communities to enhance the durability of their pavement infrastructure, earning a reputation for excellence in the industry.

Our commitment to innovation led us to develop the HA5 High Density Mineral Bond, a solution that has significantly advanced our mission. HA5 quickly became favored by private communities and municipal agencies alike, prompting our expansion from our St George, UT location into Las Vegas, Arizona, and the southeastern United States. Today, HA5 has been applied in 25 states, adopted by over 300 public agencies, and utilized by thousands of private communities nationwide.

We operate from our corporate office in St. George, UT, with additional offices in Phoenix, AZ, and Las Vegas, NV, strategically located to serve our expanding client base. Continuing our growth, we have also established our presence in Georgia, Texas, Florida, and Tennessee, further broadening our reach and impact. Our ongoing efforts ensure that we remain at the forefront of pavement preservation, providing top-tier solutions and services to our clients.

Contract Goals and Objectives

Understanding of the Contract Goals and Objectives:

Our company, Holbrook Asphalt, comprehends the primary goals and objectives of the Pavement Preservation Services contract, which include extending the lifespan of roadways, improving surface safety and quality, and achieving cost-effective maintenance solutions. Pavement preservation is crucial for maintaining infrastructure, reducing the need for extensive repairs, and ensuring the safety and satisfaction of road users.

Our Firm's Approach:

To achieve these objectives, we employ our proprietary surface treatment, High Density Mineral Bond (HDMB). This treatment is designed to enhance the durability of road surfaces, providing a robust, skid-resistant finish that protects against environmental wear and tear. The application process of HDMB is streamlined to ensure quick deployment with minimal traffic disruption, adhering to the highest standards of quality control.

Demonstration of Comprehension:

Our firm has a proven track record of successfully implementing HDMB in various municipalities and regions. Our team comprises highly trained professionals with extensive experience in pavement preservation.

Commitment to the Client's Goals:

We are dedicated to achieving the client's goals through exceptional service and ongoing innovation. Our commitment to customer satisfaction is reflected in our proactive communication and responsive support throughout the project lifecycle. Additionally, we continually invest in research and development to enhance our treatment solutions, ensuring that we deliver the most effective and up-to-date pavement preservation services.

Capabilities to Perform Services:

Our firm possesses the capabilities required to perform all aspects of the pavement preservation services outlined in the contract. We have a fleet of specialized equipment designed for the efficient and effective application of HDMB. Our logistics and project management teams ensure timely delivery and execution of services, minimizing disruptions and adhering to project timelines. Additionally, our strong supplier relationships guarantee the availability of high-quality materials, enabling us to maintain the highest standards of workmanship. Our extensive experience in similar projects has equipped us with the skills and knowledge necessary to handle any challenges that may arise during the course of the contract.

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Employee Training and Expertise

Our employees are fully trained and completely familiar with the scope of work required for pavement preservation. We invest heavily in training programs to ensure that every team member is proficient in the latest techniques and technologies in pavement preservation. This comprehensive training includes detailed instruction on the application of HDMB, safety protocols, quality assurance, and project management. Our team's expertise ensures that we can deliver consistent, high-quality results on every project.



Statement of Qualifications

5 Projects Completed within the last Five Years

High Density Mineral Bond

Bonded Matrix

Crack Repair

Project contracted by:



Project Name: Highland 2024 Road Preservation Project

Location:

Highland City, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond and Bonded Matrix

Change Orders:

Customer added Mountain View Rd to BMO portion of project. \$34,258.90

Contract \$ amount:

\$210,273.37

Date of Project:

June 2024

Contacts:

Ty Christensen

5400 West Civic Center Dr.
Highland, Utah 84003
(801) 756-5751

Project contracted by:



Project Name: 2019 Pavement Preservation

Location:

North Salt Lake, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$70,354.42

Date of Project:

July 2024

Contacts:

Karyn Baxter

10 East Center Street
North Salt Lake Utah 84054
(801) 335-8700

Project contracted by:



Project Name: South Jordan HA5 24

Location:

South Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond.

Change Orders:

None

Contract \$ amount:

\$244,296.13

Date of Project:

August 2024

Contacts:

Deven Serr

1600 W. Towne Center Dr
South Jordan, Utah 84095
(801) 253-5203

Joey Collins

1600 W. Towne Center Dr.
South Jordan, Utah 84095
(801) 253-5203

Project contracted by:



Project Name: Salem BMO 24

Location:

Salem City, UT

Primary scope of work:

Preserve roadways by installing Bonded Matrix Overlay

Change Orders:

None

Contract \$ amount:

\$487,230.85

Date of Project:

August 2024

Contacts:

James Thomas

30 West 100 South
P.O. Box 901
Salem UT 84653
(801) 423-2770

Project contracted by:



Project Name: West Jordan Surface Seal Project 24

Location:

West Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$597,511.46

Date of Project:

August 2024

Contacts:

Krista Riester

8000 South Redwood Rd
West Jordan, UT 84088
(801) 569-5154

Schedule of Services and Proposed Pricing

Service / Treatment	Price Per	Total Cost
<u>High-Density Mineral Bond or Other durable Equivalent</u>	Sq. yd.	
<u>Bonded overlay or Other Durable Equivalent</u> Bonded Overlay	\$5.35 Sq. yd.	\$234,062.50 / year + traffic control if needed
<u>Hot Applied Crack Fill</u>	Linear ft.	

SPECIFICATIONS:

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The proposer awarded the service agreement shall provide the City of Vineyard with 10 days' notice before starting work so that the public can be notified.

Work is to be scheduled with the City Engineer, and the treated surface shall be opened to vehicular traffic within 72 hours.

CITY CONTACTS:

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Streets & Stormwater Manager
125 South Main Street
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christ@vineyardutah.org

Clint Roundy.
Streets & Stormwater Crew Leader
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
clintr@vineyardutah.org

Name of Proposer: Holbrook Asphalt CO.

Named Representative: CJ Davis

Address: 1545 E Commerce Dr

St George, UT 84790

Phone Number: (435) 652-4427

Email: cj@holbrookasphalt.com

Signature:



Date:

9/20/2024



Project Location	Proposal #	Date Issued	PO/LD #
Multiple Locations - See Maps Center Street Vineyard UT 84058	HAU950617	9/19/2024	

Bill To

Vineyard City
Chris Thomas
240 East Gammon Road
Vineyard UT 84058

Terms

Due Upon Completion

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

Pavement Preservation Bonded Overlay

Item	Quantity	UM	Rate	Amount
See Map Bonded Overlay area blue on attached map				
Bonded Overlay (Not Recommended) Bonded overlay type A utelite chips with flush coat. Per year price, based on approximate area of asphalt to preserve annually in Vineyard bid documents. 43,750 SY per year for 5 years.	43,750	SqFt	5.35	234,062.50
Note (1) Traffic control will require 24-hour road closures. If additional closures or methods are required, additional traffic control costs will be discussed with the City of Vineyard prior to that year's project, as each project has site specific traffic control needs. (2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices. (3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day. (4) Premium Seal Coat 1 year warranty, some residual material may be visible after 5 years.				

Total \$234,062.50

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
9/19/2024	HAUB16500

Terms and Conditions

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INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU950617 - Pavement Preservation Bonded Overlay (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

Vineyard

Bonded Overlay 153,734 SY

6/20/24



Google Earth

Image © 2023 Google

Statement indicating response to: **City of Vineyard RFP FY-24**

Crack Seal Proposal

Pavement Preservation Services Attn:

Chris Thomas

City of Vineyard

125 S Main St.

Vineyard, UT 84059

Holbrook Asphalt's History

Established in 1999 in St. George, UT, our company has been dedicated to extending the lifespan of asphalt surfaces while ensuring cost-effectiveness. From the beginning, we have partnered with public works departments, HOA's, commercial facilities and private communities to enhance the durability of their pavement infrastructure, earning a reputation for excellence in the industry.

Our commitment to innovation led us to develop the HA5 High Density Mineral Bond, a solution that has significantly advanced our mission. HA5 quickly became favored by private communities and municipal agencies alike, prompting our expansion from our St George, UT location into Las Vegas, Arizona, and the southeastern United States. Today, HA5 has been applied in 25 states, adopted by over 300 public agencies, and utilized by thousands of private communities nationwide.

We operate from our corporate office in St. George, UT, with additional offices in Phoenix, AZ, and Las Vegas, NV, strategically located to serve our expanding client base. Continuing our growth, we have also established our presence in Georgia, Texas, Florida, and Tennessee, further broadening our reach and impact. Our ongoing efforts ensure that we remain at the forefront of pavement preservation, providing top-tier solutions and services to our clients.

Contract Goals and Objectives

Understanding of the Contract Goals and Objectives:

Our company, Holbrook Asphalt, comprehends the primary goals and objectives of the Pavement Preservation Services contract, which include extending the lifespan of roadways, improving surface safety and quality, and achieving cost-effective maintenance solutions. Pavement preservation is crucial for maintaining infrastructure, reducing the need for extensive repairs, and ensuring the safety and satisfaction of road users.

Our Firm's Approach:

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Demonstration of Comprehension:

Our firm has a proven track record of successfully implementing HDMB in various municipalities and regions. Our team comprises highly trained professionals with extensive experience in pavement preservation.

Commitment to the Client's Goals:

We are dedicated to achieving the client's goals through exceptional service and ongoing innovation. Our commitment to customer satisfaction is reflected in our proactive communication and responsive support throughout the project lifecycle. Additionally, we continually invest in research and development to enhance our treatment solutions, ensuring that we deliver the most effective and up-to-date pavement preservation services.

Capabilities to Perform Services:

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Statement of Qualifications

5 Projects Completed within the last Five Years

High Density Mineral Bond

Bonded Matrix

Crack Repair

Project contracted by:



Project Name: Highland 2024 Road Preservation Project

Location:

Highland City, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond and Bonded Matrix

Change Orders:

Customer added Mountain View Rd to BMO portion of project. \$34,258.90

Contract \$ amount:

\$210,273.37

Date of Project:

June 2024

Contacts:

Ty Christensen

5400 West Civic Center Dr.
Highland, Utah 84003
(801) 756-5751

Project contracted by:



Project Name: 2019 Pavement Preservation

Location:

North Salt Lake, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$70,354.42

Date of Project:

July 2024

Contacts:

Karyn Baxter

10 East Center Street
North Salt Lake Utah 84054
(801) 335-8700

Project contracted by:



Project Name: South Jordan HA5 24

Location:

South Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond.

Change Orders:

None

Contract \$ amount:

\$244,296.13

Date of Project:

August 2024

Contacts:

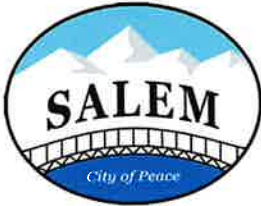
Deven Serr

1600 W. Towne Center Dr
South Jordan, Utah 84095
(801) 253-5203

Joey Collins

1600 W. Towne Center Dr.
South Jordan, Utah 84095
(801) 253-5203

Project contracted by:



Project Name: Salem BMO 24

Location:

Salem City, UT

Primary scope of work:

Preserve roadways by installing Bonded Matrix Overlay

Change Orders:

None

Contract \$ amount:

\$487,230.85

Date of Project:

August 2024

Contacts:

James Thomas

30 West 100 South
P.O. Box 901
Salem UT 84653
(801) 423-2770

Project contracted by:



Project Name: West Jordan Surface Seal Project 24

Location:

West Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$597,511.46

Date of Project:

August 2024

Contacts:

Krista Riester

8000 South Redwood Rd
West Jordan, UT 84088
(801) 569-5154

Schedule of Services and Proposed Pricing

Service / Treatment	Price Per	Total Cost
<u>High-Density Mineral Bond or Other durable Equivalent</u>	Sq. yd.	
<u>Bonded overlay or Other Durable Equivalent</u>	Sq. yd.	
<u>Hot Applied Crack Fill</u>	\$.495 Linear ft.	\$34,464.38 / year + traffic control if needed

SPECIFICATIONS:

Each proposer shall return page 11 of this document in a legible form with all proposed costs clearly itemized. Additionally, the page 12 signature page must be included in the submittal, memorializing each Proposer submission in a timely manner per the requirements of this Request for Proposal.

The proposer awarded the service agreement shall provide the City Engineer or authorized representative with a complete list of products to be applied, along with trade names, safety data sheets, and application rates, in advance of the start of the proposed work.

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CITY CONTACTS:

Chris Thomas
Streets & Stormwater Manager
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
christ@vineyardutah.org

Clint Roundy.
Streets & Stormwater Crew Leader
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
clintr@vineyardutah.org

Name of Proposer: Holbrook Asphalt CO.

Named Representative: CJ Davis

Address: 1545 E Commerce Dr

St George, UT 84790

Phone Number: (435) 652-4427

Email: cj@holbrookasphalt.com

Signature:



Date:

9/20/2024

**Project Location**

Multiple Locations - See Maps
Center Street
Vineyard UT 84058

Proposal #

HAU950612

Date Issued

9/19/2024

PO/LD #**Bill To**

Vineyard City
Chris Thomas
240 East Gammon Road
Vineyard UT 84058

Terms

Due Upon Completion

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

Pavement Preservation Crack Seal

Item	Quantity	UM	Rate	Amount
See Map				
Crack Seal and Concrete Joints (CCJ) areas are blue and red on attached map				
Crack Repair - Elastomere	39,375	LIFt	0.495	19,490.63
Clean & prepare cracks if necessary. Install Hot-Applied Elastomeric Sealant to all cracks larger than 1/8 inch. Per year price, based on approximate area of asphalt to preserve annually in Vineyard bid documents. 43,750 SY per year for 5 years.				
CCJ Repair - Elastomere	30,250	LIFt	0.495	14,973.75
Seal concrete joints with Hot-Applied Elastomeric Sealant. Per year price, based on approximate area of asphalt to preserve annually in Vineyard bid documents map showing project area. Price based on concrete joints divided by 5 years. 30,250 LF/ year.				
Note				
(1) Crack seal and concrete joints cost includes typical residential road closures. Traffic control can require 24-hour road closures, if done in conjunction with a surface treatment. If additional closures or methods are required, additional traffic control costs will be discussed with the City of Vineyard prior to that year's project, as each project has site specific traffic control needs.				
(2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices.				
(3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.				
Total				\$34,464.38

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
9/19/2024	HAUB16501

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

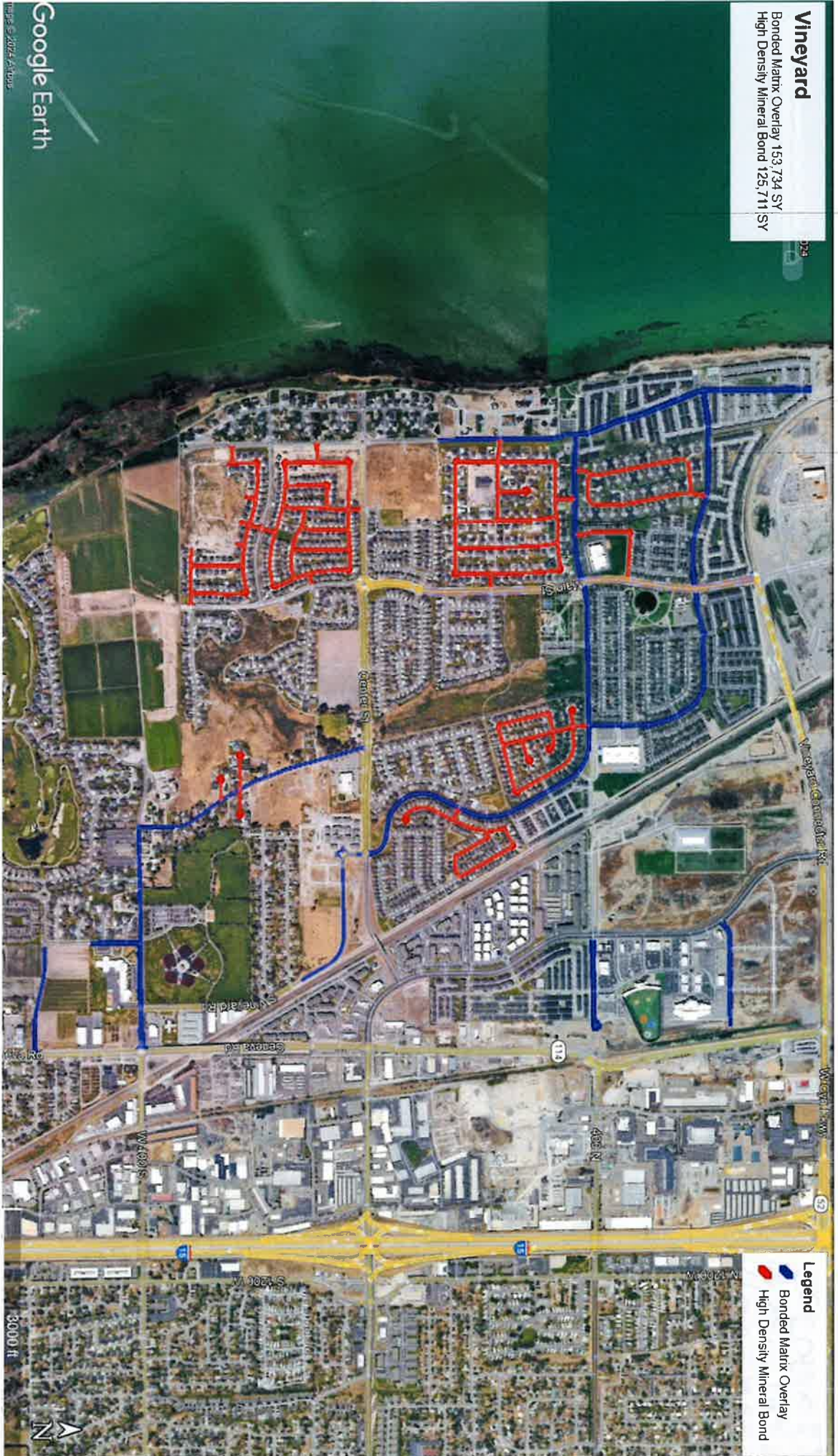
INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU950612 - Pavement Preservation Crack Seal (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

Vineyard
Bonded Matrix Overlay 153,734 SY
High Density Mineral Bond 125,711 SY



Statement indicating response to: **City of Vineyard RFP FY-24**

High Density Mineral Bond

Pavement Preservation Services Attn:

Chris Thomas

City of Vineyard

125 S Main St.

Vineyard, UT 84059

Holbrook Asphalt's History

Established in 1999 in St. George, UT, our company has been dedicated to extending the lifespan of asphalt surfaces while ensuring cost-effectiveness. From the beginning, we have partnered with public works departments, HOA's, commercial facilities and private communities to enhance the durability of their pavement infrastructure, earning a reputation for excellence in the industry.

Our commitment to innovation led us to develop the HA5 High Density Mineral Bond, a solution that has significantly advanced our mission. HA5 quickly became favored by private communities and municipal agencies alike, prompting our expansion from our St George, UT location into Las Vegas, Arizona, and the southeastern United States. Today, HA5 has been applied in 25 states, adopted by over 300 public agencies, and utilized by thousands of private communities nationwide.

We operate from our corporate office in St. George, UT, with additional offices in Phoenix, AZ, and Las Vegas, NV, strategically located to serve our expanding client base. Continuing our growth, we have also established our presence in Georgia, Texas, Florida, and Tennessee, further broadening our reach and impact. Our ongoing efforts ensure that we remain at the forefront of pavement preservation, providing top-tier solutions and services to our clients.

Contract Goals and Objectives

Understanding of the Contract Goals and Objectives:

Our company, Holbrook Asphalt, comprehends the primary goals and objectives of the Pavement Preservation Services contract, which include extending the lifespan of roadways, improving surface safety and quality, and achieving cost-effective maintenance solutions. Pavement preservation is crucial for maintaining infrastructure, reducing the need for extensive repairs, and ensuring the safety and satisfaction of road users.

Our Firm's Approach:

To achieve these objectives, we employ our proprietary surface treatment, High Density Mineral Bond (HDMB). This treatment is designed to enhance the durability of road surfaces, providing a robust, skid-resistant finish that protects against environmental wear and tear. The application process of HDMB is streamlined to ensure quick deployment with minimal traffic disruption, adhering to the highest standards of quality control.

Demonstration of Comprehension:

Our firm has a proven track record of successfully implementing HDMB in various municipalities and regions. Our team comprises highly trained professionals with extensive experience in pavement preservation.

Commitment to the Client's Goals:

We are dedicated to achieving the client's goals through exceptional service and ongoing innovation. Our commitment to customer satisfaction is reflected in our proactive communication and responsive support throughout the project lifecycle. Additionally, we continually invest in research and development to enhance our treatment solutions, ensuring that we deliver the most effective and up-to-date pavement preservation services.

Capabilities to Perform Services:

Our firm possesses the capabilities required to perform all aspects of the pavement preservation services outlined in the contract. We have a fleet of specialized equipment designed for the efficient and effective application of HDMB. Our logistics and project management teams ensure timely delivery and execution of services, minimizing disruptions and adhering to project timelines. Additionally, our strong supplier relationships guarantee the availability of high-quality materials, enabling us to maintain the highest standards of workmanship. Our extensive experience in similar projects has equipped us with the skills and knowledge necessary to handle any challenges that may arise during the course of the contract.

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Statement of Qualifications

5 Projects Completed within the last Five Years

High Density Mineral Bond

Bonded Matrix

Crack Repair

Project contracted by:



Project Name: Highland 2024 Road Preservation Project

Location:

Highland City, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond and Bonded Matrix

Change Orders:

Customer added Mountain View Rd to BMO portion of project. \$34,258.90

Contract \$ amount:

\$210,273.37

Date of Project:

June 2024

Contacts:

Ty Christensen

5400 West Civic Center Dr.
Highland, Utah 84003
(801) 756-5751

Project contracted by:



Project Name: 2019 Pavement Preservation

Location:

North Salt Lake, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$70,354.42

Date of Project:

July 2024

Contacts:

Karyn Baxter

10 East Center Street
North Salt Lake Utah 84054
(801) 335-8700

Project contracted by:



Project Name: South Jordan HA5 24

Location:

South Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond.

Change Orders:

None

Contract \$ amount:

\$244,296.13

Date of Project:

August 2024

Contacts:

Deven Serr

1600 W. Towne Center Dr
South Jordan, Utah 84095
(801) 253-5203

Joey Collins

1600 W. Towne Center Dr.
South Jordan, Utah 84095
(801) 253-5203

Project contracted by:



Project Name: Salem BMO 24

Location:

Salem City, UT

Primary scope of work:

Preserve roadways by installing Bonded Matrix Overlay

Change Orders:

None

Contract \$ amount:

\$487,230.85

Date of Project:

August 2024

Contacts:

James Thomas

30 West 100 South
P.O. Box 901
Salem UT 84653
(801) 423-2770

Project contracted by:



Project Name: West Jordan Surface Seal Project 24

Location:

West Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$597,511.46

Date of Project:

August 2024

Contacts:

Krista Riester

8000 South Redwood Rd
West Jordan, UT 84088
(801) 569-5154

Schedule of Services and Proposed Pricing

Service / Treatment	Price Per	Total Cost
<u>High-Density Mineral Bond or Other durable Equivalent</u> High Density Mineral Bond	\$3.05 Sq. yd.	\$133,437.50/ year + traffic control if needed
<u>Bonded overlay or Other Durable Equivalent</u>	Sq. yd.	
<u>Hot Applied Crack Fill</u>	Linear ft.	

SPECIFICATIONS:

Each proposer shall return page 11 of this document in a legible form with all proposed costs clearly itemized. Additionally, the page 12 signature page must be included in the submittal, memorializing each Proposer submission in a timely manner per the requirements of this Request for Proposal.

The proposer awarded the service agreement shall provide the City Engineer or authorized representative with a complete list of products to be applied, along with trade names, safety data sheets, and application rates, in advance of the start of the proposed work.

The proposer awarded the service agreement shall provide the City of Vineyard with 10 days' notice before starting work so that the public can be notified.

Work is to be scheduled with the City Engineer, and the treated surface shall be opened to vehicular traffic within 72 hours.

CITY CONTACTS:

Chris Thomas
Streets & Stormwater Manager
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
christ@vineyardutah.org

Clint Roundy.
Streets & Stormwater Crew Leader
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
clintr@vineyardutah.org

Name of Proposer: Holbrook Asphalt CO.


Named Representative: CJ Davis

Address: 1545 E Commerce Dr

St George, UT 84790

Phone Number: (435) 652-4427

Email: cj@holbrookasphalt.com

Signature: 

Date: 9/20/2024



Project Location

Multiple Locations - See Maps
Center Street
Vineyard UT 84058

Proposal #

HAU950606

Date Issued

9/18/2024

PO/LD #

Bill To

Vineyard City
Chris Thomas
240 East Gammon Road
Vineyard UT 84058

Terms

Due Upon Completion

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

Pavement Preservation High Density Mineral Bond

Item	Quantity	UM	Rate	Amount
See Map High Density Mineral Bond area red on attached map				
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers. Per year price, based on approximate area of asphalt to preserve annually in Vineyard bid documents. 43,750 SY per year for 5 years.	43,750	SqFt	3.05	133,437.50
Note (1) HA5 cost includes typical residential road closures. Traffic control will require 24-hour road closures. If additional closures or methods are required, additional traffic control costs will be discussed with the City of Vineyard prior to that year's project, as each project has site specific traffic control needs. (2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices. (3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.				
Total				\$133,437.50

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
9/18/2024	HAUB16503

Terms and Conditions

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GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m **ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS:** No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU950606 - Pavement Preservation High Density Mineral Bond (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

Statement indicating response to: **City of Vineyard RFP FY-24**

Premium Seal Coat

Pavement Preservation Services Attn:

Chris Thomas

City of Vineyard

125 S Main St.

Vineyard, UT 84059

Holbrook Asphalt's History

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Our commitment to innovation led us to develop the HA5 High Density Mineral Bond, a solution that has significantly advanced our mission. HA5 quickly became favored by private communities and municipal agencies alike, prompting our expansion from our St George, UT location into Las Vegas, Arizona, and the southeastern United States. Today, HA5 has been applied in 25 states, adopted by over 300 public agencies, and utilized by thousands of private communities nationwide.

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Contract Goals and Objectives

Understanding of the Contract Goals and Objectives:

Our company, Holbrook Asphalt, comprehends the primary goals and objectives of the Pavement Preservation Services contract, which include extending the lifespan of roadways, improving surface safety and quality, and achieving cost-effective maintenance solutions. Pavement preservation is crucial for maintaining infrastructure, reducing the need for extensive repairs, and ensuring the safety and satisfaction of road users.

Our Firm's Approach:

To achieve these objectives, we employ our proprietary surface treatment, High Density Mineral Bond (HDMB). This treatment is designed to enhance the durability of road surfaces, providing a robust, skid-resistant finish that protects against environmental wear and tear. The application process of HDMB is streamlined to ensure quick deployment with minimal traffic disruption, adhering to the highest standards of quality control.

Demonstration of Comprehension:

Our firm has a proven track record of successfully implementing HDMB in various municipalities and regions. Our team comprises highly trained professionals with extensive experience in pavement preservation.

Commitment to the Client's Goals:

We are dedicated to achieving the client's goals through exceptional service and ongoing innovation. Our commitment to customer satisfaction is reflected in our proactive communication and responsive support throughout the project lifecycle. Additionally, we continually invest in research and development to enhance our treatment solutions, ensuring that we deliver the most effective and up-to-date pavement preservation services.

Capabilities to Perform Services:

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Statement of Qualifications

5 Projects Completed within the last Five Years

High Density Mineral Bond

Bonded Matrix

Crack Repair

Project contracted by:



Project Name: Highland 2024 Road Preservation Project

Location:

Highland City, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond and Bonded Matrix

Change Orders:

Customer added Mountain View Rd to BMO portion of project. \$34,258.90

Contract \$ amount:

\$210,273.37

Date of Project:

June 2024

Contacts:

Ty Christensen

5400 West Civic Center Dr.
Highland, Utah 84003
(801) 756-5751

Project contracted by:



Project Name: 2019 Pavement Preservation

Location:

North Salt Lake, Utah

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$70,354.42

Date of Project:

July 2024

Contacts:

Karyn Baxter

10 East Center Street
North Salt Lake Utah 84054
(801) 335-8700

Project contracted by:



Project Name: South Jordan HA5 24

Location:

South Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond.

Change Orders:

None

Contract \$ amount:

\$244,296.13

Date of Project:

August 2024

Contacts:

Deven Serr

1600 W. Towne Center Dr
South Jordan, Utah 84095
(801) 253-5203

Joey Collins

1600 W. Towne Center Dr.
South Jordan, Utah 84095
(801) 253-5203

Project contracted by:



Project Name: Salem BMO 24

Location:

Salem City, UT

Primary scope of work:

Preserve roadways by installing Bonded Matrix Overlay

Change Orders:

None

Contract \$ amount:

\$487,230.85

Date of Project:

August 2024

Contacts:

James Thomas

30 West 100 South
P.O. Box 901
Salem UT 84653
(801) 423-2770

Project contracted by:



Project Name: West Jordan Surface Seal Project 24

Location:

West Jordan, UT

Primary scope of work:

Preserve roadways by installing High Density Mineral Bond

Change Orders:

None

Contract \$ amount:

\$597,511.46

Date of Project:

August 2024

Contacts:

Krista Riester

8000 South Redwood Rd
West Jordan, UT 84088
(801) 569-5154

Schedule of Services and Proposed Pricing

Service / Treatment	Price Per	Total Cost
<u>High-Density Mineral Bond or Other durable Equivalent</u> Premium Seal Coat	\$2.15 Sq. yd.	\$94,062.50/ year + traffic control if needed
<u>Bonded overlay or Other Durable Equivalent</u>	Sq. yd.	
<u>Hot Applied Crack Fill</u>	Linear ft.	

SPECIFICATIONS:

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CITY CONTACTS:

Chris Thomas
Streets & Stormwater Manager
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
christ@vineyardutah.org

Clint Roundy.
Streets & Stormwater Crew Leader
125 South Main Street
Vineyard, UT 84059
(801) 226-1929
clintr@vineyardutah.org

Name of Proposer: Holbrook Asphalt CO.


Named Representative: CJ Davis

Address: 1545 E Commerce Dr
St George, UT 84790

Phone Number: (435) 652-4427

Email: cj@holbrookasphalt.com

Signature:



9/20/2024

Date: _____

6/20/24





Project Location	Proposal #	Date Issued	PO/LD #
Multiple Locations - See Maps Center Street Vineyard UT 84058	HAU950608	9/18/2024	

Terms

Due Upon Completion

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

Pavement Preservation Premium Seal Coat

Bill To

Vineyard City
Chris Thomas
240 East Gammon Road
Vineyard UT 84058

Item	Quantity	UM	Rate	Amount
------	----------	----	------	--------

See Maps

Premium Seal Coat area red on attached map

Seal Coat Premium (Not Recommended)

Clean & prepare surface using high pressure air & wire bristle brooms. Apply Emulsified Asphalt Sealer. No guarantee pavement preservation materials will adhere to areas saturated with motor oil. Per year price, based on approximate area of asphalt to preserve annually in Vineyard bid documents. 43,750 SY per year for 5 years.

43,750 SqFt 2.15 94,062.50

Note

(1) HAU cost includes typical residential road closures. Traffic control will require 24-hour road closures. If additional closures or methods are required, additional traffic control costs will be discussed with the City of Vineyard prior to that year's project, as each project has site specific traffic control needs.

(2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices.

(3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.

(4) Premium Seal Coat 1 year warranty, some residual material may be visible after 5 years.

Total \$94,062.50

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
9/18/2024	HAUB16502

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancellation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU950608 - Pavement Preservation Premium Seal Coat (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

VINEYARD PLANNING COMMISSION STAFF REPORT

Meeting Date: October 9, 2024

Agenda Item: Public Hearing: Zoning Text Amendment to allow for pharmacy drive-thrus within the Downtown Vineyard (Town Center) Special Purpose Zoning Code (Ordinance 2024-13)

Department: Community Development

Presenter: Anthony Fletcher

Background/Discussion:

During the Site Plan review process of the Utah City Grocery store (Bella's Market), the applicant expressed interest in including a pharmacy drive-thru as an accessory use to the proposed grocery store (i.e., primary building use). The current zoning code for the Vineyard Downtown area does not permit pharmacy drive-thrus, thence the application of a text amendment to accommodate the proposed use.

The applicant's primary intention for proposing a pharmacy drive-thru is to enhance customer experience and convenience, streamline service, and reduce congestion inside the grocery store to which the drive-thru will be incidental upon.

Staff researched and reviewed requirements and best practices within the Salt Lake and Utah Valley to inform the recommendations on requirements and design standards best suited for the Vineyard.

The applicant will still be required to go through the city process and the requirements of a site plan amendment for approval before they can proceed with construction and inclusion of the pharmacy drive-thru.

Below is the text amendment being proposed by the applicant:

[\(Special Purpose Zoning District 3.10.050\(4\) - Additional Design and Mix Standards\)](#)

4. Drive-thru. Drive-thrus and their means of access must be located behind buildings relative to streets. Hotel drop-offs are not considered drive-thrus. [The following are exceptions to this standard:](#)

1. [Pharmacies that are incidental to the primary use of a building may be located and accessed off of the sides of the building relative to streets with the following standards.](#)
 1. [A conditional use permit shall be required for all drive-thru pharmacies.](#)
 2. [Queuing Distance: a minimum queuing distance of 60' is required. The queuing distance does not include any space that is designated for vehicular or pedestrian circulation. The measurement of this distance shall be from the service window to the entry point of the drive-thru aisle](#)
 3. [Drive-thru aisles shall have a minimum of twelve-foot \(12'\) width.](#)
 4. [Each entrance and exit of aisles and direction of traffic flow shall be clearly designated by signs and pavement markings.](#)
 5. [Pedestrian Walkway Protection: Any drive-thru that is accessed by crossing a pedestrian walkway must include adequate signage to prevent the blocking of any pedestrian walkway.](#)
 6. [A traffic impact analysis is required to be submitted by a licensed engineer at the time of](#)

site plan submission showing projected stacking at peak traffic time and business operation. This analysis shall show projected conflicts with pedestrian and vehicular traffic within the street right-of-way. If the traffic impact analysis shows any exceptions to these standards are warranted, they may be considered for approval by the Planning Commission.

See research summary table below:

Location	Stacking Distance	Number of lanes	Drive up v. Tubes	Location on Building	Notes
Utah City Proposed	60	1	Drive Up	Left Side	
Smiths (Orem Center St.)	75	1	Tubes	Front	
Maceys (Provo State St.)*	60	1	Drive up	Left Side	Has up to 230ft stacking distance if needed. 60ft protected stacking
Walmart (Pleasant Grove Market)	40	1	Drive up	Left Side	
Harmons (Orem 800 N)	50	2	Drive up	Left Side	Has 2 lanes but one is closed? Not sure how it has access as there are not tubes.
Smiths (Lehi 80 Timp Hwy)		1	Drive up	Front	
Harmons (Draper)	60	2	Both	Left Side	
Harmons (Draper 2)	60	2	Both	Left Side	
Walmart (South Jordan)	75	2	Tubes	Right Side	
Urban Stores					
Harmons (Daybreak)	No Pharmacy		Drive Thru		
Lees (4th West SLC)	No Pharmacy				
Harmons (City Creek)	No Pharmacy		Drive Thru		

Fiscal Impact:**Recommendation:**

At the October 2, 2024 Planning Commission meeting, a positive recommendation was made to the City Council with the updated language in Ordinance 2024-13.

Staff recommends approve of proposed zoning text amendment.

Sample Motion:

"I move to approve Ordinance 2024-13, the proposed zoning text amendment as presented."

Attachments:

1. Ordinance 2024-13

**VINEYARD
ORDINANCE 2024-13**

**AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE
VINEYARD ZONING ORDINANCE SECTION 3.10.050 ADDITIONAL DESIGN
AND MIX STANDARDS**

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

WHEREAS, Vineyard is authorized to amend the city zoning ordinance pursuant to Utah Municipal Code 10-9a-102(2); and

WHEREAS, the Planning Commission held a public hearing on October 2, 2024, and after fully considering public comments and staff recommendations, recommended approval to the Vineyard City Council; and

WHEREAS, the Vineyard City Council, having reviewed the proposed text amendment, held a public hearing on October 9, 2024; and

WHEREAS, the Vineyard City Council having considered the recommendation of the Planning Commission and submitted comments from the public, having determined that it is in the best interest of the public to adopt the proposed text amendment to the zoning ordinance.

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

SECTION 1: AMENDMENT “3.10.050 Additional Design And Mix Standards” of the Vineyard Special Purpose Zoning Districts is hereby *amended* as follows:

A M E N D M E N T

3.10.050 Additional Design And Mix Standards

The following outlines Downtown Vineyard design standards that affect a building’s appearance and place cohesiveness. They improve the physical quality of buildings, enhance the pedestrian experience, and protect the character of the neighborhood.

1. Materials and Color

- a. Primary Facade Materials. 80% of each facade shall be constructed of primary materials.
 - i. Permitted primary building materials include high quality, durable,

natural materials such as stone, brick, fiber, cement board, shingles, architectural concrete, panel siding, architectural metal panels and glass, or stucco. Other high-quality synthetic materials may be approved during the site plan process with an approved sample and examples of successful, high-quality local installations.

- b. Secondary Facade Materials. Secondary materials are limited to details and accents and include gypsum reinforced fiber concrete for trim and cornice elements; and metal for beams, lintels, trim, and ornamentation.
 - i. The City Planner may accept materials not covered in this chapter and modify the exterior materials and colors requirements if architectural improvement is clearly demonstrated.
- c. Roof Materials. Acceptable roof materials include 300 pound or better, dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate, and ceramic tile. “Engineered” wood or slate may be approved during the site plan process with an approved sample and examples of successful, high-quality local installations. Rooftop solar panels are permitted.
- d. Appropriate Grade of Materials. Commercial-quality doors, windows, and hardware shall be used on all Building with the exception of the Mansion, Townhouse, and the small-lot single-family buildings. Fiber cement board may be substituted for wood.
- e. Prohibited materials list: vinyl or aluminum siding, highly reflective metal, mirrored windows, plain cement block.

2. Awnings, and Shutters

- a. Awnings. All awnings shall be canvas or metal. Plastic awnings are not permitted. Awning types and colors for each building face shall be coordinated. Awning side panels are prohibited.
- b. Shutters. If installed, shutters, whether functional or not, shall be sized for the windows. If closed, the shutters shall not be too small for complete coverage of the window. Shutters shall be wood or metal. Engineered wood or fiber cement products may be approved during the site plan process with an approved sample and examples of successful, high-quality local installations.

3. Livable Balconies, Patios, and Porches. The following applies in all locations where balconies, patios, and/ or porches are incorporated into the facade design facing any street or parking lot.

- a.
- b. Connection to Building. Balconies that are not integral to the facade shall be independently secured and unconnected to other balconies.
- c. Railings. May vary and may promote privacy within the balcony; railings do not have to be open.
- d. Projection of Balconies. Balconies may project into the setback as permitted, but not over the public ROW.
- e.

4. Drive-thru. Drive-thrus and their means of access must be located behind buildings relative to streets. Hotel drop-offs are not considered drive-thrus.

The following are exceptions to this standard:

- a. Pharmacies that are incidental to the primary use of a building may be located and accessed off of the sides of the building relative to streets with the following standards
 - i. A conditional use permit shall be required for all drive-thru pharmacies.
 - ii. Queuing Distance: a minimum queuing distance of 60' is required. The queuing distance does not include any space that is designated for vehicular or pedestrian circulation. The measurement of this distance shall be from the service window to the entry point of the drive-thru aisle.
 - iii. Drive-thru aisles shall have a minimum of twelve-foot (12') width.
 - iv. Each entrance and exit of aisles and direction of traffic flow shall be clearly designated by signs and pavement markings.
 - v. Pedestrian Walkway Protection: Any drive-thru that is accessed by crossing a pedestrian walkway must include adequate signage to prevent the blocking of any pedestrian walkway.
 - vi. A traffic impact analysis is required to be submitted by a licensed engineer at the time of site plan submission showing projected stacking at peak traffic time and business operation. This analysis shall show projected conflicts with pedestrian and vehicular traffic within the street right-of-way. If the traffic impact analysis shows any exceptions to these standards are warranted, they may be considered for approval by the Planning Commission.

5. **Pedestrian Circulation.** Walkability principles shall be adhered to on site and shall include pathways to the Lake Promenade Street through the proposed development at a minimum of 500' intervals or as specified in the passages and pathways plan, Figure 3.10.050(1). These pathways shall be an intuitive route and include pedestrian cues such as distinct paving, lighting, signage, and landscaping. Pathways must be at least 12' wide, but may include wider pedestrian streets and emergency vehicle accessways. Where connecting to Lake Road, viewsheds to the lake must be integrated into the pathway design and siting.
6. **Meters and Equipment Placement.** Equipment shall be screened from view and not located on a public street, except as approved by the City Engineer.
7. **Waste Containers.** Waste Containers shall be located below ground when feasible. Where below-ground collection is not feasible, and where waste containers are to be located outside of a building footprint, waste containers shall be located out of public view, a minimum of 10' from any public right-of-way property line and screened with landscaping or a structure built of durable materials, such as brick.
8. **Building Mixes in the DTS, DTMU, and LFCD Districts.** The following requirements will expire in the DTS and DTMU when the total square footage of non-residential use exceeds 1,000,000 square feet between DTS and DTMU districts.
 - a. Building Mixes in the DTS District. Residential development will be permitted to the degree that the total proposed and existing residential gross square footage is equal to or less than 80% of the total amount of anticipated

building square footage of the DTS District over the 15-year period after the effective date of this Code.

- b. Building Mixes in the DTMU District. Residential development will be permitted to the degree that the total proposed and existing residential gross square footage is equal to or less than 75% of the total amount of anticipated building square footage of the DTMU District over the 15-year period after the effective date of this Code.
- c. Building Mixes in the Lake Front Commercial District. Until 75,000 square feet of non-residential space is constructed, residential development will be permitted to the degree that the total proposed and existing residential gross square footage is equal to or less than 30% of the total amount of anticipated building square footage of the Lake Front Commercial District over the 15 year period after the effective date of this Code.

9. **Amenity Requirements.** Multi-family units, excluding the Lake Front Residential district, must meet the following amenity levels of service, within public or private spaces. If the following amenity levels of service will not be installed at the time of building completion, a certificate of occupancy shall be issued for the building only upon (1) a showing that the necessary amenities are planned in an upcoming development phase and (2) upon the posting of a bond in the estimated amount of the required amenity improvements. The term of the bonding for the completion of the required amenity shall not exceed 12 months.

Each item shall be well maintained and kept operational and built to a public, commercial, or industry standard:

- a. *Three residential amenities are required within 1/8 mile of all residents including but not limited to the following list*
 - i. secure bicycle storage (must be covered and must be under surveillance, or within public view)
 - ii. Community gathering area (may be inside private building or in the public realm - if outside must include some type of overhead shade structure)
 - iii. Meeting room (must include tables and chairs)
 - iv. Outdoor dining (must include tables and chairs and a defined edge)
 - v. Commercial grade playground (must be IPEMA Certified)
 - vi. Commercial grade water feature (commercial grade fountain, spray park, perennial stream, reflection pool, or water garden for stormwater detention, or other approved water related feature)
 - vii. Commercial grade barbecue (must include space for seating)
 - viii. Pocket parks (must meet the standards of 3.12.050 Commons or Courtyard)
 - ix. Commons or Courtyard (must meet the standards of 3.12.050 Commons or Courtyard)
 - x. City approved public art installation
 - xi. Cultural or historic monumentation
 - xii. Electric Vehicle (EV) charging stations (must accommodate a

- minimum of two vehicles)
 - b. Three of the following amenities are required within 1/4 mile of residential uses including but not limited to the following list:
 - i. Fitness center (must include free weights, machines, or programmed classes)
 - ii. Commercial grade outdoor fitness equipment
 - iii. Swimming pool
 - iv. hot tub
 - v. Commercial grade splash pad
 - vi. Sports court
 - vii. Plazas (must meet the standards in 3.12.030 Plazas)
 - viii. Rooftop patio or garden
 - ix. Community garden
 - x. Dog park
 - c. Additional amenities may be added to the list with the approval of the City Planner and Planning Commission at the site plan review.
10. Ground Floor Non-Residential. Non-residential uses are required along the ground floor of buildings as indicated in Figure 3.10.050(2) and as follows:
- a. Depth. Non-Residential uses must extend a minimum of 30' from the frontage line identified into the depth of the building.
 - b. Active space. The first 15' of depth along the frontage line identified must be active space, which includes storage and equipment rooms and closets, restrooms, and private offices.



Figure 3.10.050(1). Pedestrian Ways

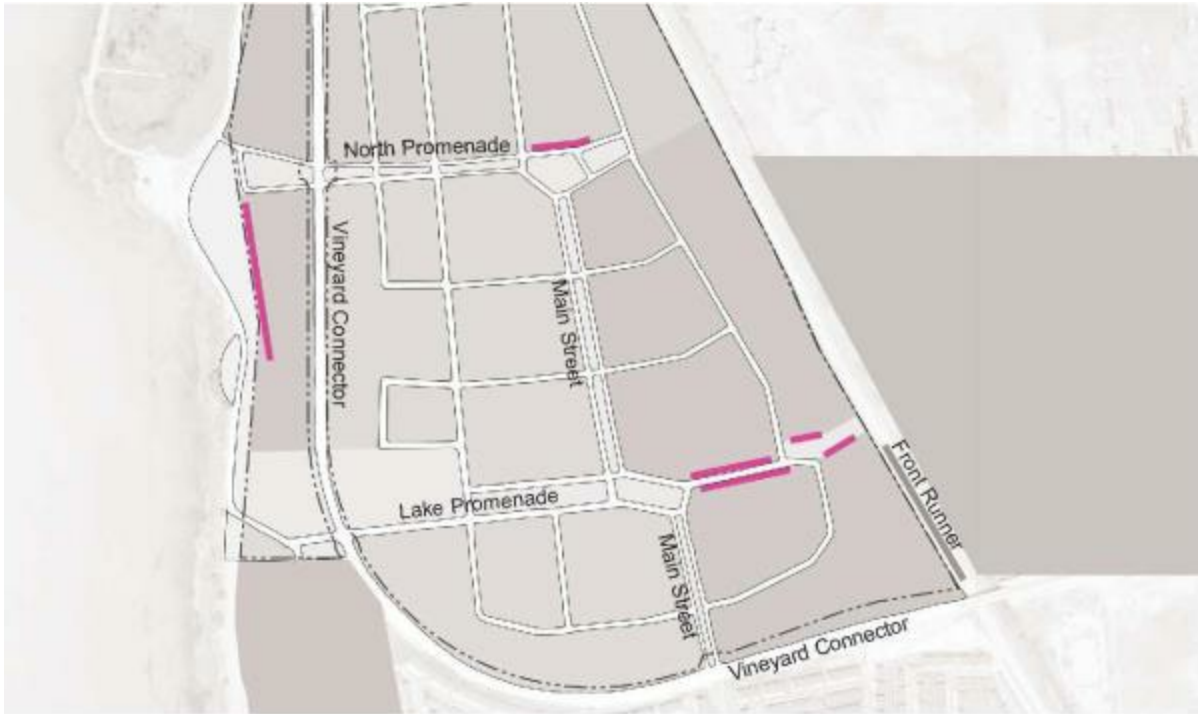


Figure 3.10.050(2). Required Ground Floor Residential

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from October 9, 2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Sara Cameron	_____	_____	_____	_____
Jacob Holdaway	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 9, 2024

Agenda Item: Public Hearing: Rezone of Lot 6545 (New Fire Station Lot) in the Cottonwoods Neighborhood from R-1-8 to Public Facilities (Ordinance 2024-14)

Department: Community Development Department

Presenter: Cache Hancey

Background/Discussion:

Due to the use of this lot changing from residential to public use for the fire station, staff has proposed that this property be zoned to Public Facilities. The Public Facilities zone currently encompasses all civic lots, such as city hall, the public works yard, and all educational facilities. Due to the unique nature of the detached garage, its height would require additional setbacks on the west side than what has been approved on the site plan. With a rezone to public facilities, that will no longer be an issue. Because the property to the west is the Rocky Mountain Power corridor, there are minimal impacts from the increased height of the detached garage.

In the future, if the fire station is converted back to residential use, the city will need to rezone the property back to the original zoning. All existing structures would remain.

Fiscal Impact:

No fiscal impact is related to this rezone.

Recommendation:

At the October 2, 2024, Planning Commission, a positive recommendation was made to the City Council.

Staff recommends approval of the rezone.

Sample Motion:

"I move to approve Ordinance 2024-14, the city-initiated application to rezone Lot 6545 (New Fire Station Lot) in the Cottonwoods Neighborhood from R-1-8 to Public Facilities"

Attachments:

1. Ordinance 2024-14
2. Fire Station Zoning Map

**VINEYARD
ORDINANCE 2024-14**

**AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE
VINEYARD ZONING ORDINANCE SECTION 3.15.12 ESTABLISHMENT OF
DISTRICTS AND ZONING TABLES**

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

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

WHEREAS, the Planning Commission held a public hearing on October 2, 2024 and after fully considering public comment and staff recommendations, recommended approval to the Vineyard City Council; and

WHEREAS, the Vineyard City Council, having reviewed the proposed text amendments, held a public hearing on October 9, 2024; and

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

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

SECTION 1: **AMENDMENT** “15.12.040 Vineyard Zoning Map” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.12.040 Vineyard Zoning Map

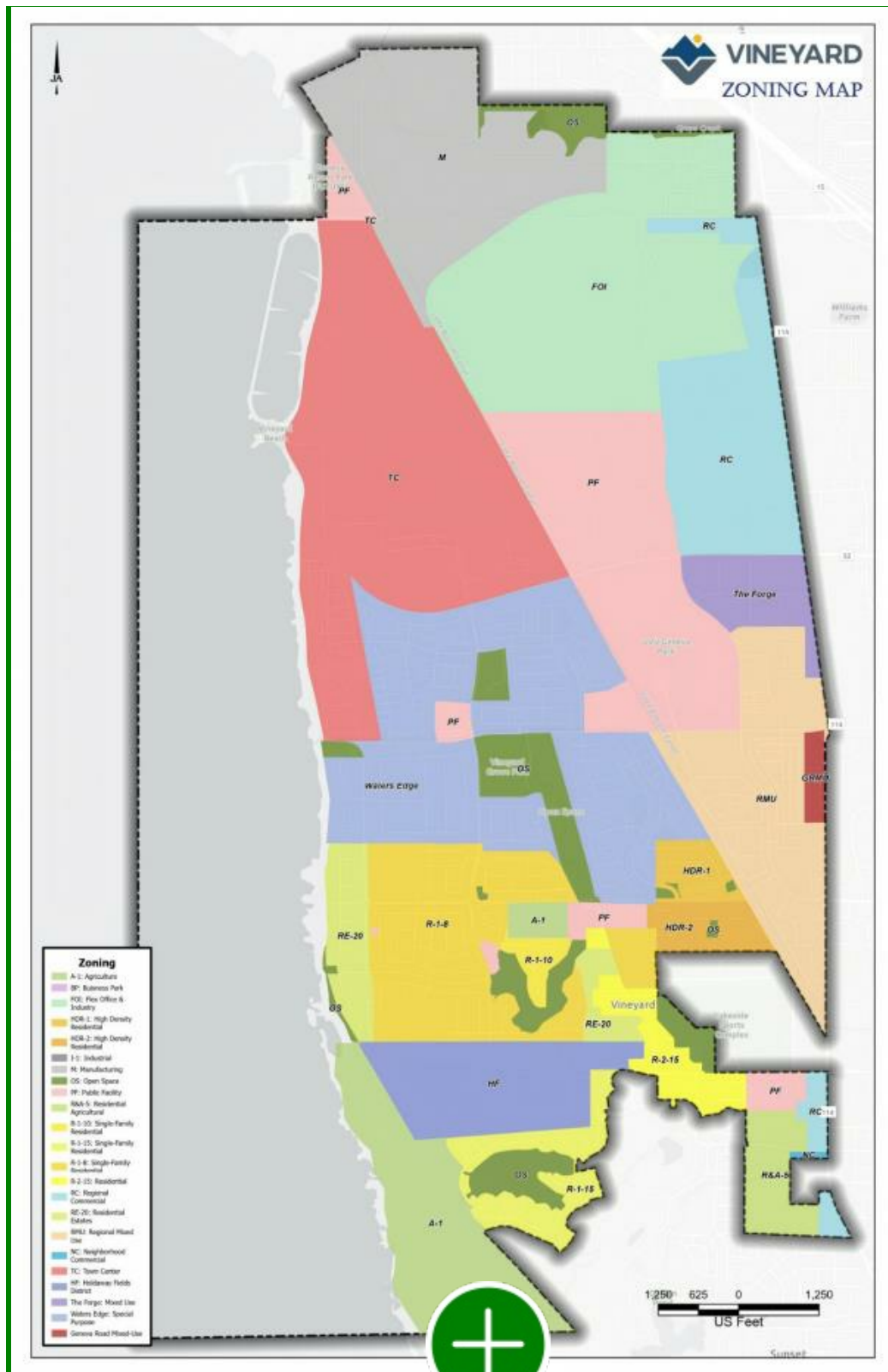
1. The boundaries of these zoning districts are established as shown in the official Vineyard Zoning Map adopted by the Vineyard City Council, as amended, which map is made a part of this ordinance.

Unless otherwise designated on the zoning map, district boundary lines are lot lines; the centerlines of streets, alleys, railroad rights of way, municipal corporate lines; or other lines drawn to scale on the zoning map.

Where a lot is divided at the effective date hereof, or by subsequent amendments, by a zoning district boundary line, the less restrictive zoning requirements may be extended not more than twenty-five feet (25') into the more restrictive zoning district adjacent to the zoning district boundary line.

Interpretation of the exact location of a zone district boundary shall be resolved by the commission, by reference to the zoning map of the city.

Zoning Map



SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DATE This Ordinance shall be in full force and effect from October 9, 2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

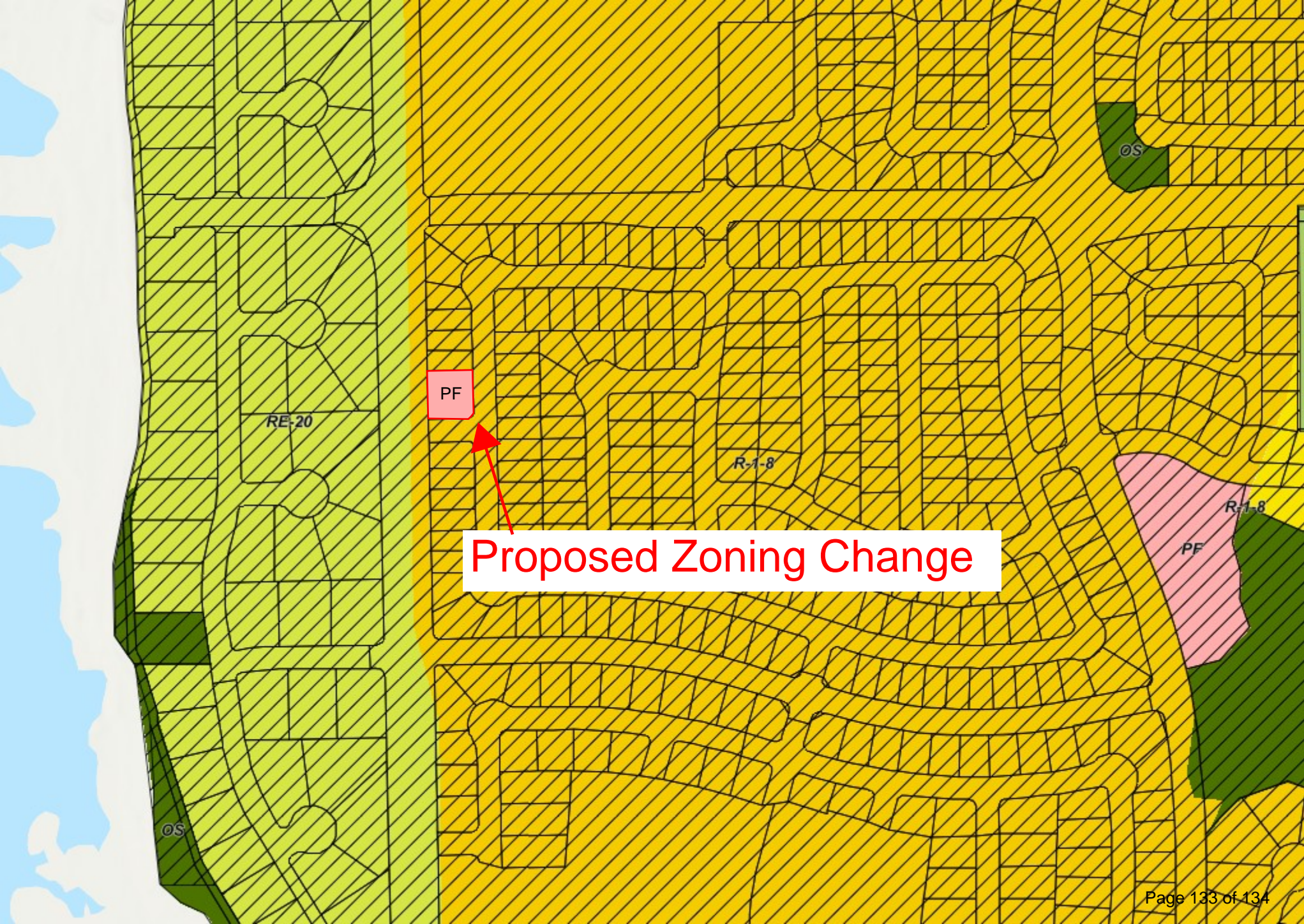
	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Sara Cameron	_____	_____	_____	_____
Jacob Holdaway	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard



Proposed Zoning Change



VINEYARD PLANNING COMMISSION STAFF REPORT

Meeting Date: October 9, 2024

Agenda Item: Public Hearing: Rezone of 145 N Geneva Road from Regional Mixed Use (RMU) to Geneva Road Mixed Use (GRMU) District. **(POSTPONED)**

Department: Community Development Department

Presenter: Cache Hancey

Background/Discussion:

This public hearing and business item will be considered at a later date. A new public notice will be issued for the public hearing.

Fiscal Impact:

Recommendation:

Sample Motion:

Attachments:

None