



**NOTICE OF A REGULAR
CITY COUNCIL MEETING
October 8, 2025, at 5:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, October 8, 2025, at 5:00 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. 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](#)

3. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

4. APPOINTMENTS/REMOVALS

5. WORK SESSION

5.1. The Forge Development Agreement Amendment

Steve Borup with Dakota Pacific Real Estate has requested a work session for an

update to The Forge Development Agreement.

5.2. Staff Planning and Processes

5.3. Vineyard Municipal Code Title 3 Consideration

5.4. Travel and Financial Policy Discussion

6. 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.*

7. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

8. STAFF, COMMISSION, AND COMMITTEE REPORTS

8.1. City Manager Report

9. CONSENT ITEMS

9.1. Personnel Policy Revision: Disciplinary Appeals (Resolution 2025-52)

9.2. Vineyard Municipal Code Amendment to Title 2 Administration; adding Chapter 2.10 Employee Discipline Hearing Officer (Ordinance 2025-13)

9.3. Special Event Fee Waiver Request

9.4. Vineyard Loop Rd (600 North) and 300 West Parking & Striping Plan

This item is a follow-up to the previous City Council discussion on the East Vineyard Loop Road Striping Plan. It returns for consideration after completion of a professional traffic study and meeting with HOA representatives and the City Council Subcommittee to review findings and gather community feedback. Discussion and Action to approve the Vineyard Loop Road and 300 West Striping Plan to remove the center lane and add on-street parking, bike lanes, and traffic-calming features.

10. BUSINESS ITEMS

10.1. DISCUSSION AND ACTION — Government Records Requests and Vineyard Municipal Code Title 3 Municipal Procedures

The mayor and city council will discuss Government Records Requests and Vineyard

Municipal Code Title 3 Municipal Procedures and take appropriate action.

10.2. PUBLIC HEARING — Adoption of the Fiscal Year 2025-2026 Working Budget
After Amendment #2 (Resolution 2025-47) (This item was moved from the
September 24, 2025, City Council Meeting.)
FY26 Budget Amendment #2

10.3. PUBLIC HEARING - District Energy Zoning Text Amendment

Bronson Tatton with Flagborough has requested a Zoning Text Amendment to the Downtown Vineyard (Town Center) Special Purpose Zoning District to allow for District Energy Uses. The City Council will take appropriate action.

10.4. DISCUSSION AND ACTION - Vineyard Station Area Plan

10.5. Why I Love America

11. ADJOURNMENT

The next regularly scheduled meeting is on 10/22/2025.

This meeting may be held in a way that will allow a councilmember to participate electronically.

The public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (385) 338-5183.

I, the undersigned Deputy 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:

10/07/2025

CERTIFIED (NOTICED) BY:

/s/ Tony Lara

TONY LARA, DEPUTY CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 8, 2025

Agenda Item: The Forge Development Agreement Amendment

Department: Community Development Department

Presenter: Anthony Fletcher

Background/Discussion:

A Development Agreement Amendment has been submitted by Steve Borup with Dakota Pacific Real Estate and Ted Skeen with IHC Health Services.

Amendment Summary:

- Introduce medical uses as permitted uses with zoning district
- Consolidation of two parcels by IHC Health Services
- East Cauldron Road redesign to accommodate IHC parcel consolidation
- Iconic development of northeast corner of zoning district
- Modify design guidelines of zoning district to exempt IHC Health Services
- Regionally significant entertainment anchor location and timing modified

Fiscal Impact:

NA

Recommendation:

NA

Sample Motion:

NA

Attachments:

1. The Forge - Development Agreement_Revised With proposed Redline Changes
2. Intermountain Health Care Vineyard_Term_Sheet_9-3-25

WHEN RECORDED, RETURN TO:

c/o Dakota Pacific
Attn: Scott Swallow
299 S Main St., Ste. 2450
Salt Lake City, UT 84111

**DEVELOPMENT AGREEMENT
FOR
THE FORGE**

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered into by and between VINEYARD CITY, a political subdivision of the State of Utah, and Cottonwood Geneva LLC, a Utah limited liability company, and made effective as of the Effective Date.

RECITALS

A. The capitalized terms used in this DA and in these Recitals are defined in Section 1.2 below.

B. Developer owns the Property.

C. The Property is located within the boundaries of Vineyard City, Utah.

D. Developer is developing the Property as a mixed-use development. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the applicable Zoning and this DA.

E. The Parties desire to facilitate the development of the Project through the potential use of special financing vehicles, including, but not limited to, those provided for in Titles 17C of the Utah Code.

F. Developer has prepared that certain Land Use Map for the Property, which is attached hereto as Exhibit B.

G. The Parties acknowledge that development of the Property pursuant to this DA will result in positive economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned development and increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

H. The Parties desire to enter into this DA to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this DA, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this DA and all other applicable laws.

I. The Parties understand and intend that this DA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.

J. The City finds that this DA, the Land Use Map, the Land Uses, and the Intended Uses conform with the intent of the City’s General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits; Definitions.

1.1 **Incorporation.** The foregoing Recitals and all Exhibits are hereby incorporated into this DA.

1.2 **Definitions.** As used in this DA, the words and phrases specified below shall have the following meanings:

1.2.1 Act means the Municipal Land Use, Development, and Management Act, *Utah Code Ann.* § 10-9a-101 (2019), *et seq.*

1.2.2 Applicant means a person or entity submitting a Development Application.

1.2.3 Area Median Income (AMI) means the Provo–Orem, Utah, Metropolitan Statistical Area median income as determined annually by the Department of Housing and Urban Development.

1.2.4 Association means an entity that Developer may establish to operate and maintain common areas or open spaces of the Project.

1.2.5 Budget means the Geneva Urban Renewal Project Area Budget.

1.2.6 Buildout means the completion of all of the development, both residential and commercial, on the entire Project in accordance with this DA.

1.2.7 City means Vineyard City, Utah, a Utah political subdivision.

1.2.8 City Council means the elected Vineyard City Council.

1.2.9 City's Future Laws means the ordinances, policies, standards, and procedures that may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending on the provisions of this DA.

1.2.10 City's Vested Laws means the ordinances, policies, standards, and procedures of the City in effect as of the Effective Date.

1.2.11 DA means this Development Agreement, including all of its Exhibits.

1.2.12 Default means a material breach of this DA as specified herein.

1.2.13 Denial means a formal denial issued by the final decision-making body of the City for a particular type of Development Application, excluding review comments or “redlines” by City staff.

1.2.14 Developer means Cottonwood Geneva LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA.

1.2.15 Developer's Reimbursable Expenses means all costs incurred by Developer in developing, acquiring, or installing Project structured parking improvements as required by the Zoning, Project common area or pedestrian elements improvements, or Project open space improvements, or Public Infrastructure, as well as other costs and expenses described and allowed under the Project Area.

1.2.16 Development means the development of all or a portion of the Property pursuant

to one (1) or more approved Development Applications.

1.2.17 Development Application means a complete application to the City for development of all or a portion of the Project, including a Final Plat, or any other permit (including, but not limited to, site plans, building permits or conditional use permit), certificate or other authorization from the City required for Development of the Project.

1.2.18 Effective Date means the date this DA is approved by the City Council.

1.2.19 Family has the same meaning as "Family" as defined by the Vineyard City Code § 15.60.020.

1.2.20 Family Occupancy means a residential Unit occupied by one (1) Family.

1.2.21 Final Plat means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann.* § 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.

1.2.22 Final Unit Count means the total number of Units within the Project, which number shall be no more than the Maximum Units.

1.2.23 Intended Uses means the use of all or portions of the Property for the Land Uses within the Land Use Areas set forth on the Land Use Map and the uses in the FMU Zoning, including, without limitation, for single-family residential (attached); multifamily residential; nonresidential, commercial (including, without limitation, short-term rentals also known as short-term residential lease, retail sales and services, and associated facilities); commercial entertainment or recreation (indoor and outdoor) or food and beverage; and all other uses approved by the City in accordance with the City's Vested Laws.

1.2.24 Land Use(s) means permitted and conditional uses within the applicable Land Use Areas set forth on Exhibit B attached hereto.

1.2.25 Land Use Areas means the portions of the Property designated for certain Land Uses according to the Land Use Map.

1.2.26 Land Use Map means the graphic depiction of the Project and the Land Use Areas attached hereto as Exhibit B attached hereto.

1.2.27 Maximum Units means the Development of Units on the Property of a maximum of one thousand seventy-five (1,075) rental or for-sale Units; however, the Maximum Units may be increased to one thousand one hundred (1,100) Units if Developer provides at least twenty-five (25) for-sale residential Units in the Project.

1.2.28 Non-Family Occupancy means a residential Unit occupied by individuals that do not meet the definition of a Family.

1.2.29 Notice means any notice to or from any Party to this DA that is either required or permitted to be given to another Party.

1.2.30 Parcel means a portion of the Property that is created by Developer for Development.

1.2.31 Party/Parties means, in the singular, either Developer or the City; in the plural, Developer and the City.

1.2.32 Plan means the Geneva Urban Renewal Project Area Plan.

1.2.33 Private Roadways means roadways constructed throughout the Project that are not Public Infrastructure and which will be owned and maintained by an Association or by the owner of the property subject to the Private Roadway.

1.2.34 Project means the total development to be constructed on the Property pursuant to this DA with the associated public and private facilities, and all of the other aspects approved as part of this DA.

1.2.35 Project Area means the Geneva Urban Renewal Area created under Title 17C of the Utah Code.

1.2.36 Property means the real property owned by and to be developed by Developer more fully described in Exhibit A.

1.2.37 Property Increment means the Tax Increment generated by development within the Property and received by City's Redevelopment Agency and pursuant to an interlocal or other agreement to be executed by any applicable taxing entities in the Project Area.

1.2.38 Public Infrastructure means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application, which may include, but shall not be limited to culinary water and sanitary sewer improvements; storm water improvements; utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities; road infrastructure, including without limitation, bridges and underpasses; street lighting and landscaping; and dedications of land for excess capacity in system improvements or excess capacity in improvements accommodating uses outside of the Project.

1.2.39 Redevelopment Agency or Agency means the Vineyard Redevelopment Agency.

1.2.40 Regionally Significant Entertainment Anchor means an entertainment or cultural facility as part of the approximate 4.83-acre entertainment Land Use Area that serves as a prominent attraction during all seasons, draws visitors and tourists from a broader geographical area beyond its immediate locality, and has an economic or social impact on the region in which it is situated. To determine whether a proposed site plan includes a Regionally Significant Entertainment Anchor, the Planning Commission may consider the following:

- Size and Capacity: A substantial physical footprint, relative to the entertainment Land Use area, and the capacity to accommodate a large number of visitors.
- Cultural or Recreational Importance: A facility for hosting events or activities of cultural, recreational, or entertainment significance, such as sporting events, concerts, festivals, art exhibitions, or conventions.
- Regional Draw: The facility's programming and amenities are designed to attract visitors not only from the immediate local area but also from a wider regional catchment area of at least 10 miles.
- Economic Impact: The entertainment anchor shall contribute to the local and regional economy by generating revenue from the entertainment anchor and nearby businesses.

1.2.41 Subdeveloper means a person or entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Developer who purchases a Parcel for development.

1.2.42 Tax Increment has the same meaning set forth in Utah Code § 17C-1-102(61) which is:

... the difference between:

(i) the amount of property tax revenue generated each tax year by a taxing entity from the area within a project area designated in the project area plan as the area from which tax increment is to be collected, using the current assessed value of the property and each taxing entity’s current certified tax rate; and

(ii) the amount of property tax revenue that would be generated from that same area using the base taxable value of the property and each taxing entity’s current certified tax rate.

1.2.43 Unit means a structure or any portion thereof designed and constructed for occupancy as a residence and located in one (1) or more buildings within the Project. A Dwelling Unit (as defined by the City’s Vested Laws) intended for Non-Family Occupancy and with more than three (3) bedrooms or more than six (6) occupiers is outside this definition of “Unit.”

1.2.44 Zoning means The Forge Mixed-Use District (FMU) zoning of the Property as further set forth in the City’s Vested Laws.

2. **Development of the Project.**

2.1 **Compliance with this DA.** The Zoning and this DA establish and vest the development rights for the Project, including the general use, maximum density, and general configuration for the Project. Development of the Project shall be in accordance with the City’s Vested Laws, the City’s Future Laws (to the extent that these are applicable as otherwise specified in this DA), the Zoning, and this DA. City agrees that Developer shall have the full power and exclusive control of the Property.

2.2 **Parcels Sold to Subdevelopers.** Developer may elect to sell one or more Parcels to a Subdeveloper, and any Parcel sold by Developer to a Subdeveloper shall include the transfer of the right and obligation to develop such Parcel in accordance with this DA.

2.3 **Phasing; Configuration.** Subject to Section 2.4, Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this DA. The Property may be developed for all of the Intended Uses, as well as all uses approved by the City in accordance with the City’s Vested Laws. Subject to the terms of this DA and the Zoning, City and Developer expressly agree that following acceptance and recordation of this DA, Developer shall have the ability to develop the Property in accordance with this DA and the City’s Vested Laws by submitting Development Applications locating the Intended Uses, buildings, densities of Units, open space, parking, roads and rights-of-way, and other amenities within the Land Use Areas in Developer’s discretion, but in no event shall the Final Unit Count within the Project exceed the Maximum Units or vary from the approved Land Uses in Exhibit B. Subject to approval by the Vineyard City Planning Commission, Developer may modify the Private Roadways from what is depicted in the Land Use Map to enhance connectivity throughout the Project. Developer may not adjust the Land Use Map with respect to the locations of the Land Use Areas or the general locations of open space areas that are depicted on the Land Use Map without City staff administrative approval. Open space, as referenced in this DA and as defined in the City’s Vested Laws, specifically the provisions and figure set forth in Section 2 of Exhibit D, shall be improved no later than the Development of immediately adjacent building(s), structure(s), Parcel(s); however, Developer may, in lieu of completing such immediately adjacent open space, provide the City a

bond in the amount of 110% of the estimated cost, as determined by a qualified estimator, to complete the directly adjacent open space if the Developer provides evidence that other near-term construction will affect the open space to be installed. In addition, if there is a break in continuity of pedestrian pathways within a Parcel block through undeveloped Project areas, Developer shall provide temporary means, which are reasonably acceptable to the City, for functional use of the pedestrian pathway.

2.4 Initial Phase; Phasing. Developer agrees that Development of the Project shall commence with the Initial Phase. The "Initial Phase" means the Land Use Areas identified in Exhibit E. The Initial Phase will consist generally of the Intended Uses for the Initial Phase within or accessory to commercial, multiple-family dwelling, or mixed-use buildings or structures, open space, parking, and Private Roadways. ~~The entertainment commercial Land Use Area, as identified on the Land Use Map, of the Initial Phase will include an Regionally Significant Entertainment Anchor (as defined above)a minimum of twenty five thousand square feet (25,000).~~ Developer agrees to substantially complete the ~~entertainment Land Use Area~~~~Commercial area of the Initial Phase~~, or substantially equivalent non-residential/commercial Development square footage consistent with Zoning and its design requirements, prior to commencing construction of Units in the Project outside of the Initial Phase. Developer further agrees that ~~the Regionally Significant Entertainment Anchor, or a substantially equivalent entertainment or recreation area or facilityone-half of the eCommercial area for the Initial Phase~~, must be under construction (as evidenced by installation of concrete, steel, or other structural components) as a condition precedent to the City issuing certificates of occupancy for more than twenty-five (25) Units within the Project. ~~and that the Regionally Significant Entertainment Anchor, or a substantially equivalent entertainment or recreation area or facilityone-half of the commercial, must be substantially complete as a condition precedent to the City issuing building permits for more than three hundred twenty five (325) Units within the Project.~~

2.42.5 Approval of the Entertainment Anchor. Approval of ~~the first site plan shall be conditioned upon Planning Commission approval of~~ the Regionally Significant Entertainment Anchor ~~shall be made to by the Planning Commission~~ through a site plan approval or other agreement wherein the parameters for Regionally Significant Entertainment Anchor, including concept design and commercial occupier(s), are documented; if the proposed Regionally Significant Entertainment Anchor comply with parameters of Section 1.2.40 of this DA, the Planning Commission shall approve the proposed Regionally Significant Entertainment Anchor. If the Planning Commission denies or otherwise fails to approve the proposed Regionally Significant Entertainment Anchor, the Planning Commission shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the Planning Commission believes that the proposed Regionally Significant Entertainment Anchor is not consistent with Section 1.2.40 of this DA, and Developer may proceed under Section 7 of this DA or to immediately appeal the Planning Commission's determination regarding the proposed Regionally Significant Entertainment Anchor to the City Council.

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2.52.6 Zoning. City agrees that The Forge Mixed-Use District (FMU) Zoning district accommodates and allows the Intended Uses, and development rights to locate the Intended Uses in the Land Use Areas configured in the Land Use Map, as more particularly set forth below. City agrees that the Zoning, as applicable to the Project, shall be modified as set forth in Exhibit B, as to Intended Uses, and Exhibit C attached hereto. If there is a conflict between the Zoning and Exhibit B or Exhibit C to this DA, then Exhibit B or Exhibit C to this DA, as applicable, shall control.

2.62.7 Maximum Units. Subject to this Section 2, at Buildout, Developer shall be entitled to have developed Units within the Project up to the Maximum Units.

2.72.8 Development Standards and Design Guidelines. Exhibit D attached to this DA establishes specific development standards and design guidelines, including, without limitation, the approximate locations and design standards for the common area elements or open spaces of the Project, and shall apply to all Parcels within the Project. If there is a conflict between the Zoning and Exhibit D to this DA, then Exhibit D to this DA shall control. Common area elements or open spaces in a Parcel shall

be constructed promptly after completion of any adjacent vertical construction of residential or non-residential structures in the same Parcel. Upon completion, Developer agrees to subject the portions of the Project common area or open space indicated in the Land Use Map to a public access easement, in favor of the City. The form and content of such public access easement shall be subject to each of the Parties' reasonable approval and such public access shall be of record with the Utah County Recorder's Office. ~~The City and Developer acknowledge that a portion of the Project common area or open space, as depicted in the Land Use Map ("External Open Space") may be located outside of the City's current municipal boundaries. Such portion of the External Open Space, if owned or controlled by Developer, shall qualify toward the open space requirement under the Zoning, and Developer agrees to subject such portion of the External Open Space to an open space deed restriction and covenant, in favor of the City, allowing no buildings, structures, parking areas, streets, or roads, and only allowing underground utilities and open space uses in compliance with the City's Vested Laws, except as approved by the legislative body. The form and content of such restriction and covenant shall be subject to the City's reasonable approval and such restriction and covenant shall be of record with the Utah County Recorder's Office. Developer also agrees to cooperate with the City, at no more than minimal cost to Developer and without Developer incurring any liability, in any City action to include such portion of the External Open Space within the City's municipal boundaries, by municipal boundary line adjustment, annexation, or otherwise, if the City elects to pursue such action.~~

2.82.9 Signage. Signs are allowed within the Project pursuant to the processes and standards set forth within the sign ordinance section of the City's Future Laws in effect at the time of submission of the applicable Development Application which are not more restrictive to the Project under the City's Vested Laws, or as approved as part of a comprehensive sign plan submitted by Developer to the City for administrative approval. The comprehensive sign plan shall be approved prior to the issuance of the first building permit within the Project.

2.92.10 Short Term Residential Lease. If the City enacts an amendment to the Zoning or City's Vested Laws allowing for the use of the Units as short-term rentals, also known as short-term residential lease, as a permitted use, then Developer may convert any Unit to short-term rentals, also known as short-term residential lease, subject to and in accordance with any such City's Future Laws.

2.102.11 Roadway and Parking Improvements. Developer shall construct, or cause to be constructed, all Private Roadways within the Project that are necessary for the connectivity and development of the Project, and parking improvements as required by the Zoning. All amounts expended by Developer for the structured parking improvements as required by the Zoning shall be classified as Developer's Reimbursable Expenses and may be reimbursed to Developer by revenues generated by the Project Area as described in Section 4 below.

2.112.12 Rescission Option. It is anticipated that vertical construction within the Project will begin no later than July 31, 202~~56~~. If the City has not issued a building permit, and there has not been commencement of vertical construction under such building permit, on the Property on or before December 31, 202~~67~~ ("Outside Date"), then either Party may deliver notice to the other Party and the City and Developer shall meet within fifteen (15) business days after the delivery of such notice to discuss in good faith the status and circumstances of Project commencement or an extension of the Outside Date. If the Parties do not agree at such meeting to an extension of the Outside Date, then either Party may deliver notice to the other Party of rescission to the other Party to terminate this DA. Any such rescission must be hand-delivered, if at all, no later than thirty-two (32) days after the date of the meeting referenced in this subsection. Upon a Party's delivery of notice of rescission pursuant to this subsection, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA.

2.122.13 Maximum Occupancy.

2.12.12.13.1 Building Occupancy Agreement. Prior to the issuance of a building permit

for any Multiple-Family Dwelling (as defined in the City's Vested Laws) within the Project, the Developer and City shall execute a “Building Occupancy Agreement” for each Multiple-Family Dwelling structure included in the Development Application. A Building Occupancy Agreement shall: (i) specify the number of residential Units by Unit type, including the number of bedrooms; (ii) will specify the maximum occupancy associated with each Unit type, based on Family Occupancy or Non-Family Occupancy; (iii) for Non-Family Occupancy, specify an allowed number for single occupiers; (iv) require the owner of the applicable Parcel to include in the tenant leases a provision requiring residential Unit tenants to comply with the maximum occupancy requirements of the Building Occupancy Agreement; (v) require the owner of the applicable Parcel to investigate complaints regarding occupancy under the Building Occupancy Agreement and enforce the maximum allowed occupancy under the Building Occupancy Agreement; (vi) require the owner of the applicable Parcel to monitor occupancy under the Building Occupancy Agreement and perform an audit of occupancy at least annually; (vii) be recorded with the Utah County Recorder's Office as a restriction and covenant running with title to the applicable Parcel; (viii) reserve to the City all rights available under City's Vested Laws and City's Future Laws to enforce occupancy limits; and (ix) otherwise be in form and substance reasonably acceptable to the Parties.

2.12.22.13.2 Notice to Tenants. Prior to the issuance of a certificate of occupancy for each Multiple-Family Dwelling, a notice must be placed on the electrical box of each Unit within such Multiple-Family Dwelling indicating the maximum allowable occupancy for such Unit based on the applicable Building Occupancy Agreement. This notice must be a six (6) by six (6) inch metal or plastic plate that is permanently attached to the Unit electrical box with minimum one-half (1/2) inch engraved letters stating the occupancy limit.

2.132.14 Parking

2.13.42.14.1 Parking Management. The Developer shall submit to construct and maintain all Project parking in accordance with a City-approved parking management plan, which shall be approved by the City Planning Commission no later than the approval of the Development Application for the first site plan containing residential Units. The parking management plan shall include provisions for administration of the Project parking, including, without limitation, parking space allotment and usage monitoring, shared parking provisions, security provided, towing and enforcement plan, and signage delineating parking requirements. The Parking Plan will limit private road on-street parking to permit or a limited parking duration during specified times. All parking shall be actively managed in accordance with the parking management plan. Developer will record the approved parking management plan as a covenant against the Property. Developer shall incorporate the parking requirements and parking management plan into the Covenants, Conditions, and Restrictions such that the future property owners Association that manages the Development shall be responsible for monitoring and enforcing compliance with the parking management plan throughout the Development and shall have remedies to cure deficiencies permitted by the parking management plan and by law, including, without limitation, self-performing and self-cure of deficiencies. The parking management plan shall include provisions on signage, enforcement, and data management. The parking management plan shall ensure the protection of personal information collected and processed through any automated or manual means used for the purpose of enforcing the parking management plan, and shall ensure compliance with data protection laws, purpose-and-use limitation of data collected, data minimization, data sharing, and data subject rights.

2.13.22.14.2 Parking Study. The parking requirements set forth in Section 4.08.10.a of the Zoning, as modified by this DA, may be modified for future Development as provided in this Section 2.13.2. A parking study shall be submitted with the first Development Application after the completion of all improvements within the Initial Phase. Developer, in its discretion, may also submit a parking study to the City for its reasonable approval at any time. Each parking study shall be completed by a qualified professional with demonstrated experience in conducting parking studies (a “parking expert”). The parking expert and the criteria for the parking study shall be established jointly in good faith by the City and the

Developer. If the City and the Developer cannot agree on a parking expert or the criteria for the parking study, then the dispute shall be resolved as follows: the City and the Developer shall each nominate a parking expert within thirty (30) days from the date of a request for a parking study. The two parking experts shall consult and select a third parking expert to conduct the parking study. The selected parking expert shall conduct the parking study using criteria he or she develops following consultation with the City and the Developer, which parking study shall be used to establish new parking requirements. To avoid the need to re-select a parking expert, the parking expert agreed upon by the Parties shall continue to function in the capacity as parking expert hereunder and the process of selecting a parking expert shall not occur more frequently than at seven-year intervals unless the previously employed parking expert is unable to function in such capacity. If the parking study reveals a shortage of parking, pursuant to the provisions of Section 4.08.10.a of the Zoning, within the Project as a result of the subject Development Application, Developer shall submit a plan, or an amended parking management plan, that demonstrates how the proposed parking required by the subject Development Application will comply with Section 4.08.10.a of the Zoning.

2.142.15 Affordable Housing Requirements. The Project shall be constructed to comply with the following affordable housing requirements. Developer shall construct, allocate, and regulate affordable/workforce housing in accordance with this Development Agreement. Each affordable housing Unit constructed within the Project shall be subjected to deed restriction or affirmative covenant, or by other desired mechanisms to provide record notice of restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other appropriate measures so as to ensure that the affordable housing Units are in compliance with this DA and remain affordable to those employed in the area for a period equal to the reimbursement period for the Property Increment set forth in the participation agreement between Developer and the Redevelopment Agency, as contemplated in Section 4.1 below. Below are the standards the Developer shall use for satisfying its obligation to provide affordable/workforce housing:

2.14.42.15.1 Up to twenty-one (21) for-rent or for-sale affordable housing Units (“AHU’s”) based on the final number of residential Units constructed within the Project.

2.14.42.15.2 The AHU’s shall be delivered with each phase of Development that includes residential Units at a ratio of no less than one (1) AHU per fifty (50) market rate Units; however, the Parties may agree on a different delivery schedule.

2.14.32.15.3 All AHU’s shall be rented or sold to households earning 60% AMI or below.

2.14.42.15.4 Each of the AHUs constructed within the Project shall be subject to restrictions in a housing agreement, executed by and between Developer and the City or other housing authority, in a form reasonably agreed to by the parties thereto, to ensure that the AHUs are in compliance with this DA and remain affordable to those employed in the area for the period set forth above unless a particular AHU or set of AHUs is financed with public financing in which case the term shall continue through the end of the repayment period or as otherwise required by the source of the public financing revenues used to build the identified AHUs, and containing the following minimum terms: identifying the form of deed restrictions or affirmative covenant for all for-sale AHUs; all renters of AHU’s will be required to certify annually to the City, or its designee, that they still qualify for the targeted percentage of AMI; unless contrary to a federal or state program providing financial assistance to the rental property, if a renter no longer qualifies for the housing, they will be granted a one year safe harbor period - upon expiration of the safe harbor period their lease will not be renewed, and the AHU will then be made available to a qualifying renter.

2.14.52.15.5 City may include in the housing agreement contemplated by Section 2.14.4 provisions requiring that all AHU’s or certain AHU’s be offered with a priority to individuals employed as first responders or teachers, as verified by one form of proof of employment, and such provisions, shall provide for or include, without limitation: (i) recording an affirmative covenant in favor of the City, or other desired mechanisms, to provide record notice of such priority benefiting City and City’s sole right to enforce such restrictions, including appropriate sales and resale restrictions, rental rate restrictions, and other

appropriate measures so as to ensure that the identified AHU's are oriented toward persons employed in the such capacities; and (ii) City's indemnification of Developer or the owner of the AHU's in the event of a challenge to such priority offerings or City's enforcement thereof.

3. **Vested Rights.**

3.1 **Vested Rights Granted by Approval of this DA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend and agree that this DA grants and confirms that Developer is vested with all rights to develop the Project in accordance with and in fulfillment of this DA, the City's Vested Laws, and the Zoning of the Property, except as specifically provided herein. The Parties specifically intend that this DA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to *Utah Code Ann. § 10-9a-509* (2019). As of the Effective Date, City confirms that Developer is vested with the Intended Uses and the uses in the FMU Zoning as in effect and made applicable to Property as of the Effective Date. City further confirms that Developer is vested with the right to locate buildings of the type and in the configurations and densities consistent with Zoning, this DA, and the City's Vested Laws. By way of further clarification, Developer is vested with the right to develop and locate on the Property the Intended Use(s) and densities, including, among other provisions, Developer's ability to increase Unit density to the Maximum Units, and to develop in accordance with dimensional requirements as allowed by City's Vested Laws. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree this DA provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, to assist in the development of the Property.

3.2 **Exceptions.** City's Future Laws with respect to development or use of the Property shall not apply, except as follows:

3.2.1 **Developer Agreement.** City's Future Laws that Developer agrees in writing apply to the Project;

3.2.2 **State and Federal Compliance.** City's Future Laws that are generally applicable to all properties in the City's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

3.2.3 **Codes.** The City's engineering requirements, approval, and supplemental specifications for public infrastructure, and any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

3.2.4 **Taxes.** Lawful taxes, or modifications thereto, provided that nothing in this DA shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by the City, which right is hereby reserved;

3.2.5 **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City's jurisdiction (or a portion of the City's jurisdiction as specified in the lawfully adopted fee schedule) and that are adopted pursuant to state and local law.

3.2.6 **Impact Fees.** Impact Fees or modifications thereto that are lawfully adopted,

imposed, and collected by the City or any other lawful agency, district, or public utility.

3.2.7 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to *Utah Code Ann. § 10-9a-509(1)(a)(ii)(A)* as proven by the City by clear and convincing evidence, of which jeopardy the City was not reasonably aware of at the time of the execution of this DA.

3.3 Legal Challenge. Should any third party not a Party hereto challenge this DA or the related approvals within thirty-one days (31) days of the Effective Date, Developer shall have the right to unilaterally rescind this DA by delivering notice to City no later than one-hundred-eighty (180) days of the Effective Date.

3.4 Intent Regarding Administration and Amendment of this DA. The Parties intend that the administration, but not the approval, of this DA and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in the Act.

4. Tax Increment Financing and Similar Assistance.

4.1 Project Area / Rescission Option. The Agency and the City have created the Project Area through adoption of the Plan and the Budget, which includes the Property and other land. In conjunction with the Project Area, the City shall use reasonable efforts to approve an interlocal agreement with the Redevelopment Agency whereby the City agrees to contribute a portion of the Tax Increment generated within the Property to the Agency for purposes of Development of the Project for a period of up to thirty (30) years. The City shall also use reasonable efforts to support the Redevelopment Agency in securing the participation of other Taxing Entities under substantially similar terms to those under which the City is participating. If the Redevelopment Agency has not approved a participation agreement within one (1) year after the Effective Date in a form reasonably acceptable to Developer as contemplated by this DA, Developer may elect to terminate this DA by delivering Notice to City and upon delivery of such Notice, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA. The Parties shall work together in good faith to seek a participation agreement that includes the following provisions: (i) seventy-five percent (75%) of the Property Increment shall be available for reimbursement of Developer's Reimbursable Expenses and (ii) each budget for Developer's Reimbursable Expenses shall include interest of at least 8%, or such other interest rate as set forth in separate agreement with the Redevelopment Agency, from the time the cost was incurred until reimbursed to Developer. The Property Increment collection period for each individual reimbursement period shall be for a period of not less than twenty-five (25) years dating from the day on which the last of Developer's Reimbursable Expenses is incurred, payable, however, in accordance with the terms of the participation agreement. Developer's Reimbursable Expenses shall be reimbursable from Property Increment and County shall use its best efforts to cooperate with Developer in creating such a financing vehicle to provide Developer with the maximum amount of financial assistance allowable at law. The Project Area shall not be expanded or modified without Developer's written consent. Developer may request that the RDA increase the Property Increment available for reimbursement of Developer's Reimbursable Expenses related to the entertainment Land Use Area by an additional ten percent (10%), for a total of eighty-five percent (85%) of the Property Increment of the entertainment Land Use Area, in order to incentivize uses the RDA deems beneficial to the economic development of said entertainment Land Use Area.

4.2 Surplus Revenues. The Parties acknowledge that from time-to-time and over the term of the Project Area or any other financing vehicle, there may be revenues generated that exceed the costs of the required Public Infrastructure. The Parties further acknowledge that it may be in the interest of both of the Parties to use, insofar as permitted by applicable law, some or all of those excess proceeds for Developer to bring in high-quality end-users by such means as assistance with tenant improvements, creation of visual

and physical amenities, and other elements that contribute to the environment of the Project. The Parties shall negotiate in good faith for the distribution of any such excess proceeds in a manner that maximizes the incentives to generate measurable results such as high-skilled and high-paying employment. Excess proceeds may also be utilized, insofar as permitted by applicable law, for the uses described in the Plan created in connection with the Project Area.

4.3 Failure of Revenues. The ability of the Project Area or other financing vehicle to generate sufficient monies to reimburse or otherwise pay the City and the Developer for costs and expenses incurred as provided in this DA is consideration for the Parties to enter into this DA and a material, integral term hereto. Should the Project Area or other financing vehicle prove unable to generate sufficient monies, the Parties agree it will render performance under this DA impossible or impracticable and pointless and shall operate either to discharge all of each Party's obligations hereunder or, at the Developer's discretion, allow them to negotiate a mutually satisfactory reformation.

5. Term of Agreement. The initial term of this DA shall be thirty-five (35) years beginning on the Effective Date, and will automatically extend for successive periods of five (5) years each, unless either Party delivers a Notice of non-renewal within six (6) months prior to expiration of the then current term.

6. Intentionally Omitted.

7. Processing of Development Applications.

7.1 Processing of Development Applications; City Denial of a Development Application. City agrees to process the Development Applications needed for the Project as quickly as practicable under its existing processes and staffing levels, and on the condition that such Development Applications are submitted in complete form at the time of submittal. If any additional conditional use applications are required for any portion of the Project, City agrees to process such application simultaneously with any other application such as site plan or other Development Application. If the City denies a Development Application, it shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this DA, the City's Vested Laws (or, if applicable, the City's Future Laws), or any other applicable law. City agrees to table final decision on a Development Application, rather than issuing a Denial, at the request of Developer in order to address any issues in the Development Application and to allow for the "Meet and Confer" process outlined below. Notwithstanding Vineyard Municipal Code 15.24.110, Developer may resubmit a denied Development Application after addressing the reasons for Denial communicated by the City.

7.2 Meet and Confer regarding Development Application Denials. Upon written request by Developer, the City and Developer or Applicant shall meet within fifteen (15) business days of any tabling of a Development Application or Denial to discuss how the Developer may resolve the issues specified in the tabling or Denial of a Development Application.

7.3 City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's Denial of a Development Application is based on the denial of the Development Application by a non-City agency, if Applicant chooses to appeal such Denial, the appeal shall be through the appropriate procedures for such a decision and not through the processes specified herein.

8. Application Under City's Future Laws. Without waiving any rights granted by this DA, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent or limit

Developer from submitting under and relying on City's Vested Laws for other Development Applications.

9. **Public Infrastructure and Utilities.**

9.1 **Construction by Developer.** Other than for those elements of Public Infrastructure otherwise specified in this DA that may be constructed by the City or agencies it controls or constructed prior to the Effective Date, Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application. Developer shall be responsible for the cost of all Public Infrastructure which is roughly proportionate (as determined by law) to the impacts of the Project; the City shall be responsible for the cost of any enhancements to such Public Infrastructure that exceed the roughly proportionate (as determined by law) impacts of the Project but, for reasons of convenience or efficiency, may be constructed along with the Project. For such Public Infrastructure, the City and Developer shall memorialize their mutual responsibilities for the costs, the scope and manner of construction, and manner of reimbursement in a separate, subsequent reimbursement agreement, including without limitation, the following Public Infrastructure improvements:

9.1.1 Construction of the Geneva Trail Park located in Block H (as so identified in the Zoning), the area of which is identified in the Land Use Map, including, without limitation, amenities such as restrooms, playground, grass, irrigation, maintenance shelter, and parking. Developer will agree to dedicate or donate up to three-quarters (3/4) of an acre of land to the City and will install the improvements for such park, provided an agreement is executed with the City or the Redevelopment Agency to reimburse the Developer upon substantial completion of such improvements, with such reimbursement or financing to be separate from that described in Section 4 above. The land donation contemplated in this Section shall occur at the earlier of (i) the recording date for the Developer's sale of land in Block H, (ii) the first subdivision plat recorded on Block H after the Effective Date, and (iii) prior to the approval of the first site plan on Block H after the Effective Date. The location of the Geneva Trail Park within Block H shall be determined at the time of the final plat Development Application submission. Notwithstanding anything to the contrary in the foregoing, the land donation shall not occur later than the date on which certificates of occupancy of the first 750 residential Units are issued. Developer agrees to work in good faith to integrate parking for the Geneva Trail Park with the adjacent uses within the Project in order to create shared parking and to maximize greenspace of the Geneva Trail Park. During site planning and/or subdivision of the Parcel(s) adjacent to the Geneva Trail Park and through use of shared parking contemplated in the immediately preceding sentence, Developer may also consider whether an additional one-quarter (1/4) acre to one-half (1/2) acre may be made available to the City for purchase to expand the Geneva Trail Park, conditioned on the land requirements of the adjacent uses. If Developer is able to make additional land available for the City to purchase through such site planning, Developer will negotiate in good faith on the City's purchase of such excess land area for the expansion of the Geneva Trail Park. Notwithstanding the foregoing or anything else to the contrary in this DA, Developer shall not have any ongoing responsibilities (maintenance or otherwise) for any property or facilities dedicated or donated to the City.

9.1.2 ~~The East Gateway Linear Park, as identified in Exhibit D and the area of which is identified in the Land Use Map, will be located along Geneva Road, near the intersection of the Vineyard Connector, and abuts future anticipated public improvements for the City's Geneva trail system. Developer and City shall jointly work together in good faith to design the East Gateway Linear Park to provide a minimum width of fifty feet (50') between Geneva Road and the façade(s) of the adjacent buildings within the Project. Developer shall provide the features outlined in Section 4(g) of Exhibit D on the Property or, if with City approval any portion of the East Gateway Linear Park improvements are located on public-owned property, then Developer will reimburse to City or the public entity constructing the East Gateway Linear Park the value (as reasonably determined by Developer and the City engineer) of the East Gateway Linear Park improvements to be located on public owned property and that would otherwise be located on the Property pursuant to this DA.~~Intentionally Omitted

9.1.3 **Developer agrees to work in good faith to bring public transit options to the Project.** Developer agrees to work with the Utah Transit Authority (UTA) to place a bus transit stop within the Project. Developer also agrees to cooperate in good faith with the Utah Department of Transportation (UDOT) and applicable entities in support of pedestrian path from the Project to the Vineyard UTA Front Runner Station.

9.2 **Financial Assurances.** If, and to the extent required by the City's Vested Laws, unless otherwise provided by the Act or this DA, financial assurances for any Public Infrastructure is required by the City or an agency it controls, then Applicant shall provide it in a form acceptable to the City or the agency it controls as specified in the City's Vested Laws. Partial releases of any such required financial assurances shall be made as work progresses based on the City's Vested Laws.

9.3 **Upsizing/Reimbursements to Developer.** The Developer shall complete capacity studies for all City utilities required to serve this Project. The City shall not require Developer to "upsizes" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or construct system improvements (as defined in Utah Code § 11-36a-102(21) (2020)) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing, and the costs of service interruption and incidental property damage directly resulting from such upsizing or system improvements. The Developer shall not refuse any request from the City to upsize Public Infrastructure if the costs to be paid by the City for such upsizing are within industry standards. Furthermore, if approved on a case-by-case basis by the City Council, Developer shall be eligible to receive credits against impact fees or any other fees that City may assess, as compensation for any such upsizing or system improvements. The Developer shall make like sized connections to those utilities as those which are already in place. The City agrees to cooperate with Developer, and to take all reasonable actions necessary to provide the utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. Subject to Section 3.2, all impact fees charged by the City in connection with the development of the Property and the approval of Plats or site plans shall be calculated based on the City's impact fee schedule as in effect on the Effective Date.

9.4 **Culinary Water and Sanitary Sewer Improvements.** Upon payment to the City by the Developer, the City agrees to provide all culinary water and sanitary sewer services to the Property without requiring the dedication of water rights from Developer upon payment of the fees associated with the approved development designs. City agrees to provide Developer "will serve" commitments with respect to the Property. Upon dedication of water and sewer improvements to the City by Developer, City shall reserve such developed capacity necessary for the use of the Project on the Property.

9.5 **Storm Water Improvements.** Developer shall construct, or cause to be constructed, storm water retention and detention facilities as may be necessary for the development of the Property as contemplated by the vested rights described herein. Developer shall not be required to design and construct such retention and detention facilities to address storm water flows originating from outside the Property. This City may require the Developer to engage with adjacent property owners to address known adverse stormwater conditions. Stormwater facilities shall not apply towards qualifying open space required by the Zoning unless the quality of the open space is reasonably deemed usable by the City Community Development Director.

9.6 **Electrical and Natural Gas, and Telecommunication Utilities.** The City agrees to cooperate with Developer and public utility service providers in their efforts to ensure that sufficient electrical capacity and transmission infrastructure and natural gas capacity and transmission is present to serve the Property.

9.7 **City Services.** City shall make available (subject to application for service, issuance of

applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer, storm water and other municipal services to the Property. Such services shall be provided to the Property at the same levels of services, on the same terms and at rates as approved by the City Council, which rates may not differ materially from those charged to others in the City's boundaries. City also agrees to cooperate in making available public rights of way and easements for use by utility and service providers to development within the Property.

9.8 **Transportation.** The Developer shall maintain transportation infrastructure to City standards and specifications in accordance with City's Vested Laws. If the Developer proposes a design that is not within the City standards or specifications, the Developer shall provide standards and specifications which are reasonable within industry standards. Deviations from City standards shall be reviewed by the City Engineer and may be approved to be incorporated into the approved Development Application. The City shall allow reasonable access to the City public right of way and public utility easements as applicable for the development of the approved development plans. The Developer shall provide the City applicable access and easements for public transportation within the Development. The City cannot dedicate access to non-city rights-of-way or easements; the Developer shall be responsible for coordination and approval for those requests.

9.9 **Infrastructure Studies.** The Developer shall conduct applicable studies to determine the development requirements for services and its impacts to the City and other public utility infrastructure. These studies shall include water, wastewater, stormwater, electrical, transportation impact studies, parking, and other studies as determined by the Community Development Director or City Engineer in accordance with the City's Vested Laws, and the Developer may obtain additional studies for services and its impacts to the City and other public utility infrastructure. The City may obtain, at its cost, its own studies regarding the development requirements for services and its impacts to the City and other public utility infrastructure. The parties shall use all such studies reasonably and lawfully make the final determination of required improvements to the existing infrastructure that may be impacted by the proposed development.

9.10 **Acceptance of Public Infrastructure and Rights-of-Way.** The City intends to accept public infrastructure and rights-of-ways that serve the interests of the public. Subject to the vested rights in this DA, the Developer shall provide to the City public infrastructure and rights-of-way which meet or exceed the City standards and specifications, or which have been conferred as requirements during the Development Application. The Developer shall not transfer dedication of public infrastructure or right-of-way without the direct consent from the City Engineer. If the development improvements are within non-city jurisdiction, then the City cannot guarantee or coordinate approvals and dedication of those improvements not within the City jurisdiction.

9.11 **Non-City Coordination.** The Developer shall coordinate with adjacent City agencies, to include City, State, County, local District, and Utility agencies for design reviews, access needs and approvals as required for the Developer's proposed development design. The City shall not coordinate these reviews for the Developer. The City may provide mediation between Developer and non-city agency to resolve issues which may arise.

10. **Default.**

10.1 **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

10.2 **Contents of the Notice of Default.** The Notice of Default shall:

10.2.1 **Specific Claim.** Specify the claimed event of Default;

10.2.2 **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;

10.2.3 **Materiality.** Identify why the Default is claimed to be material; and

10.2.4 **Cure.** Propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

10.3 **Remedies.** If the Parties are not able to resolve the Default within the cure period, then the Parties may have the following remedies:

10.3.1 **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, or specific performance.

10.3.2 **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.3.3 **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

10.4 **Attorney Fees.** The Party prevailing in any action brought to enforce the terms of this DA shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

10.5 **Public Meeting.** Before any remedy in Section 10.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6 **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

10.7 **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

11. **Notices.** All notices required or permitted under this DA shall, in addition to any other means of transmission, be given in writing by either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Cottonwood Geneva LLC
299 S Main Street
SLC, Utah 84111
Attention: Scott Swallow
Email: sswallow@dakotapacific.com

With a Copy to:

Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: Craig T. Jenson
Email: cjenson@swlaw.com

To Vineyard City:

Vineyard City
125 South Main Street
Vineyard, Utah 84059
Attention: City Manager
with copy to City Recorder
Email: refer to City website

With a Copy to:

Hayes Godfrey Bell, P.C.
2118 East 3900 South, Suite 300
Holladay, Utah 84124
Attention: Jayme Blakesley
Email: jblakesey@hgblaw.net

11.1 **Effectiveness of Notice.** Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1 Hand Delivery. Its actual receipt, if delivered personally or by courier service.

11.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email and the sending Party has an electronic receipt of the delivery of the Notice.

11.1.3 Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited in or delivered to the United States Postal Service.

11.1.4 Change of Address. Any Party may change its address for Notice under this DA by giving written Notice to the other Party in accordance with the provisions of this Section.

12. **Headings.** The captions used in this DA are for convenience only and are not intended to be substantive provisions or evidence of intent.

13. **No Third-Party Rights/No Joint Venture.** This DA does not create a joint venture relationship, partnership or agency relationship between the City or Developer. Further, the Parties do not intend this DA to create any third-party beneficiary rights except as expressly provided herein. The Parties acknowledge that this DA refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability.** The rights and responsibilities of Developer under this DA may be assigned in whole or in part, respectively, by Developer as provided herein.

14.1 **Related Entity; Subdevelopers.** Developer's assignment of all or any part of Developer's rights and responsibilities under this DA to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer's entry into a joint venture for the development of the Project, Developer's pledging of part or all of the Project as security for financing, or Developer's assignment or partial assignment to a Subdeveloper, shall each be considered pre-approved by the City. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.2 **Non-Related Entity.** Developer's assignment of all or any part of the Developer's rights and responsibilities under this DA to any entity not "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City's approval, which shall not be unreasonably withheld, conditioned or delayed. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably

request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment. The City may object if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or is in the process of being cured in a manner acceptable to the City, or the proposed assignee or related entity has a documented history of failing to meet its obligations in prior agreements with the City or other governmental entities, or any similar reason.

14.3 Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.

14.4 Assignees Bound by DA. Any assignee of all or any part of Developer's rights and responsibilities under this DA shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.

14.5 Sale of Parcels. The Notice, approval, and consent provisions set forth in this Section 14 do not apply to Developer's sale or lease of Parcels. Developer may sell or pledge part or all of the Project as security for financing without requiring City's approval.

15. No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

16. Severability; Invalidity. If any immaterial provision of this DA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and effect. If any of the City's Current Laws are declared to be unlawful, unconstitutional or otherwise unenforceable then Developer will, nonetheless comply with the terms of this DA to the extent not precluded by law. In such an event, Developer and City shall cooperate to have City adopt a new enactment which is materially similar to any such stricken provisions, and which implements the intent of the Parties under this DA.

17. Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this DA that is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, pandemic, quarantine, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage.

18. Time is of the Essence. Subject to the contrary provisions of this DA, time is of the essence to this DA and every right or responsibility shall be performed within the times specified.

19. Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Community Development Director. The initial representative for Developer shall be Steve Borup. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA

and the development of the Project.

20. **Applicable Law.** This DA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this DA shall be brought only in the Fourth District Court for the State of Utah in Utah County.

22. **Entire Agreement.** This DA, and all Exhibits thereto, is the entire agreement between the Parties and supersedes, incorporates and merges all prior negotiations, representations and agreements, whether oral or written regarding the subject matter hereof. This DA may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. If there is a conflict between the Zoning and this DA, then this DA shall control.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against any Party based on which Party drafted any particular portion of this DA.

24. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land. The data disk of the City's Vested Laws shall not be recorded in the chain of title. A secure copy of such data disk shall be filed with the applicable City Recorder and each party shall also have an identical copy.

25. **Exclusion from Moratoria.** The Property shall be excluded from any moratorium adopted pursuant to *Utah Code Ann.* § 10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid a physical harm to third parties and the harm, if allowed, would jeopardize a compelling, countervailing public interest as proven by the City with clear and convincing evidence.

26. **Authority.** The Parties to this DA each warrant that they have all of the necessary authority to execute this DA. City is entering into this DA after taking all necessary actions to enter into the agreements and understandings set forth herein. City's enactment of the resolution approving this DA, and entering into this DA, are legislative acts allowed and authorized by *Utah Code Ann.* § 10-9a-101, *et seq.*, including specifically *Utah Code Ann.* § 10-9a-102(2).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

COTTONWOOD GENEVA LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

DEVELOPER ACKNOWLEDGMENT

On the _____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Cottonwood Geneva LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

CITY:

Approved as to form and legality:

Jayme Blakesley
City Attorney

VINEYARD CITY,
a Utah political subdivision

By: _____
Name: Julie Fullmer
Its: Mayor

Attest:

Pamela Spencer
City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the _____ day of _____, 2024 personally appeared before me Julie Fullmer who being by me duly sworn, did say that she is the Mayor of Vineyard City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Julie Fullmer acknowledged to me that the City executed the same.

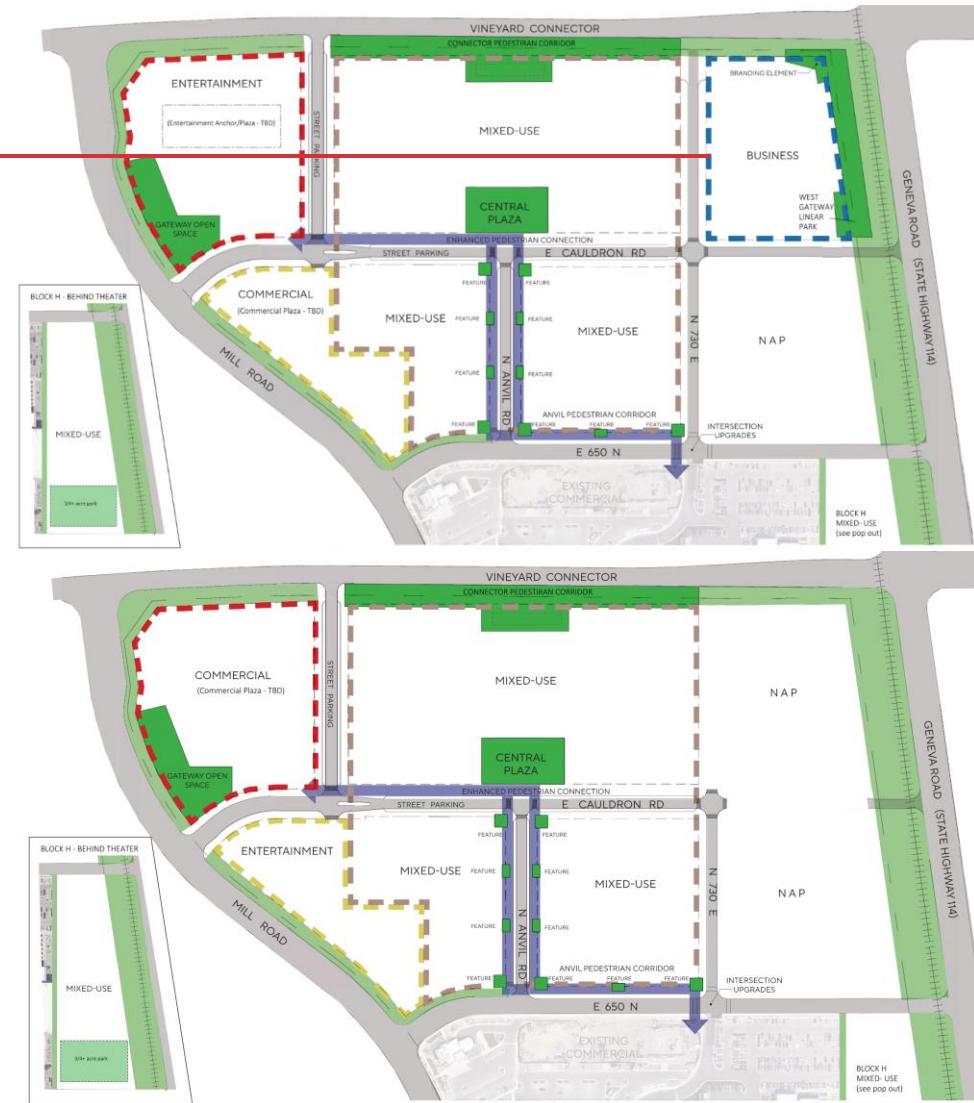
NOTARY PUBLIC

EXHIBIT A
[Legal Description of the Property]

LOTS 1, 2, 3, 4-6, 7, AND 10, PLAT A, THE FORGE SUBDIVISION AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED IN THE OFFICE OF THE RECORDER OF UTAH COUNTY, UTAH

EXHIBIT B

[Land Use Map; Land Use Areas; Land Uses]



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Area Designation Area Designation						
	Entertainment	Commercial	Mixed Use	Business		
Single Household Detached	NP	NP	NP	NP	NP	NP
Single Household Attached	NP	NP	P ¹	P ¹	P	NP
Multifamily	P ²	P ²	P ²	P ²	P	P
Lofting	P	P	P	P	P	P
Commercial	P	P	P	P	P ³	P ⁴
Food and Beverage	P	P	P	P	P ³	P ⁴
Entertainment	P	P	P	P	P	P
Office	P	P	P	P	P	P
Surface Parking	P ⁵	P ⁴	P ⁵	P ⁴	P ⁵	C/P ⁶

P = Permitted, C = Conditional, NP = Not Permitted

Notes:

1. No more than 10% of the total Block's land area.
2. Allowed up to two stories above ground floor commercial
3. Provisions for commercial use required adjacent to Central Plaza on Cauldron
4. Ancillary to primary business uses
- 5-4. To be located primarily internal to the block
6. No more than 30% of the lot coverage in surface parking. Conditional approval if 30% of surface parking is exceeded.

EXHIBIT C
[Modifications to Zoning]

1. **4.04 Uses:** Commercial electric vehicle (EV) charging station is a conditional use on Block H.
2. **4.08.3 Residential Intensity.** This section is replaced by the terms of the DA, including the provisions related to Maximum Units and the Land Use Areas.
3. **4.08.4 Non-Residential Intensity:** This section is replaced by the terms of the DA, including the provisions related to Land Use Areas.
4. **4.08.6 Setbacks:** Setbacks along Mill Road, Vineyard Connector, and Geneva Road may be approved for common area open space as shown in the Land Use Map, Exhibit B. Block H shall be allowed minimum rear and side setbacks of 10 feet.
5. **4.08.9.b Open Space:** This section is replaced with provisions related to open space and common area elements set forth in Section 2 of Exhibit D.
6. **4.08.10.a Parking:**

Add Commercial Lodging to the table: Commercial Lodging, 1 space per guest room.

Change residential parking requirement to:

Family Occupancy: 1 stall per bedroom, up to 2 maximum stalls per unit.

Non-Family Occupancy: 1 stall per occupant (according to the recorded Building Occupancy Agreement with the City).

Visitor Parking

- 0.25 stalls per unit visitor parking
- the visitor parking stalls can be re-purposed for other parking requirements with a parking study demonstrating there are available visitor parking from adjacent mixed-uses.
- On street parking at private streets within 500 feet of the building entrance may count towards visitor parking. If the street frontage is shared with non-residential uses, 50% of the available on street stalls may be used for visitor parking.

Shared parking credits as defined in the zoning code applies. Parking requirements may be modified pursuant to the provisions of Section 2.13.2 of the Development Agreement. If tandem parking configurations are used, one of the two stalls in tandem count toward meeting the parking requirement.

7. **4.08.10.b:** Replace the current text which states

“All parking stalls associated with a land use, whether shared or individually reserved, shall be located on the same block as the use for which they are intended”

with

“Shared parking on adjacent blocks may be utilized for commercial parking requirements, provided the route of travel from the nearest parking space to the commonly used entrance of the principal use served is within 750 linear feet.

8. **4.10.4 Block Structure:** City acknowledges and agrees that the Block Structure in the Land Use Map shown in Exhibit B is approved.
9. **4.10.7.b:** Add additional paragraph.

iii. The portion of Mill Road, 650 North, and Vineyard Connector and Geneva Road that are adjacent to the Project are ‘Major Roads’. Buildings with more than one hundred fifty (150) feet of building facade facing major roads, shall include:

- *Residential Buildings*: a front door entrance that faces the Major Road for no less than 40% of the ground floor units facing Major Roads. Front entries shall include architectural interest and include a walkway to connect the front entry with the street's sidewalk
- *Commercial Buildings*: a primary or secondary entry that faces, or is within 30' of a facade that faces, a Major Road.

10. **4.10.4.d.ii Building Height and Stepbacks:** Modify as follows (additions in underline):

Buildings can range from a minimum of fifteen feet (15') in entertainment and commercial Land Use Areas or twenty feet (20') in other areas to a maximum of one hundred-twenty five feet (125') for flat roofs or one hundred forty feet (140') for pitched roofs. Staff may administratively approve a minimum fifteen-foot (15') building height for retail stand-alone buildings less than 10,000 square feet. Any stories above the fourth story should stepback a minimum of ten feet (10') from the right of way line (Figure: Building Stepback) for no less than 50% of lineal feet of those building facades that face Vineyard Connector.

Blocks A & E, as defined in the Forge MU Zoning, shall be limited to five (5) stories or seventy-five (75) feet in height.

11.

EXHIBIT D
**[Development Standards and
Design Guidelines for Common
Open Spaces]**

1) Purpose

The Forge Mixed Use ("MU") District is intended to encourage a mixture of commercial, office and residential uses within an urban village atmosphere. Development in the Forge MU District is intended to provide a pedestrian oriented, safe and attractive streetscape, and a controlled and compatible setting for residential and commercial development. The standards are intended to achieve established objectives for urban and traditional design, pedestrian amenities and land use regulation.

2) Common Open spaces

Open space is an essential amenity in a walkable, urban setting. Within The Forge, the primary common open spaces, as shown in Figure 1, are the Central Plaza, Anvil Pedestrian Corridor, the [East and West Gateway Parks](#), the Connector Pedestrian Corridor, future plazas to be located in the Entertainment and Commercial areas, and the Geneva Trail Park. Except for the Geneva Trail Park, these open areas will be privately owned and accessible to the public via a recorded public access easement. The Geneva Trail Park land will be dedicated to the City, per paragraph 9.1.1 of this DA. The privately owned open space shall be maintained by the property owners Association for the Project.

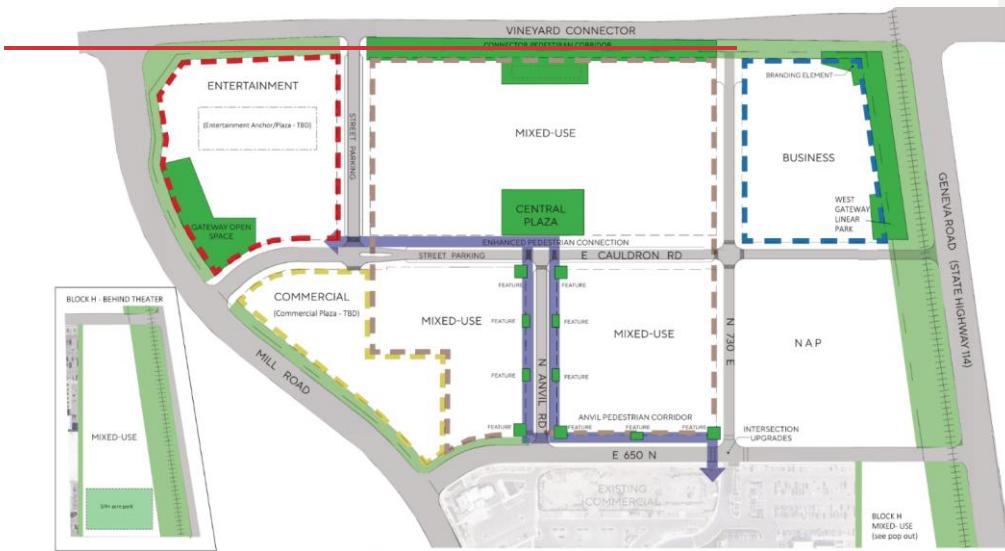




Figure 1 – Master Planned Open Space Areas

The developer shall provide the private common open space areas, fully improved, for a total of publicly accessible open space of 4.5 acres. Developer may make elect to construct open space improvements above the standards defined herein in lieu of providing up to 0.75 acres of the required 4.5 acres of publicly accessible open space. Developer shall demonstrate to the City that the value of the above standard improvements equates to the value of land reduced. The Geneva Trail Park improvements are subject to paragraph 9.1.1 of this DA. The design intent and features for each designated area that are described in this Exhibit shall be provided.

3) General Requirements

a) Landscaping

- i) **Installation.** The installation of landscaping shall adhere to the following standards.
 - (1) **National Standards.** Best management practices and procedures according to the nationally accepted standards shall be practiced.
 - (a) **Installation.** All landscaping and trees shall be installed in conformance with the practices and procedures established by +the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1) as published by the American Association of Nurserymen.
 - (b) **Maintenance and Protection.** All landscaping and trees shall be maintained according to the most recent edition of the American National Standards Institute, including its provisions on pruning, fertilizing, support systems, lighting protection, and safety.

- (2) **Installation.** Landscaping shall be fully installed prior to the issuance of a certificate of completeness.

Area Designation	Size
Central Plaza	± 0.75 Acres
Anvil Pedestrian Corridor	± 0.5 Acres
East Gateway Park	<u>± 0.5 Acres</u>
West Gateway Park	± 0.5 Acres
Connector Corridor	≥ 0.5 Acres
Commercial Plaza	≥ 0.5 Acres
Entertainment Plaza	≥ 0.75 Acres
Total Private Open Space	<u>43.275 Acres</u>
Geneva Trail Park	0.75 Acres
Total Open Space	<u>54.05 Acres</u>

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Table 1 – Common Open Space Designations and Estimated Sizes

- (a) If seasonal conditions preclude the complete installation, a cash escrow or irrevocable letter of credit, equal to 1.5 times the installation costs as estimated by a qualified professional shall be delivered to the City.
- (b) Complete installation is required within nine months of the issuance of the temporary certificate of occupancy or occupancy permit or the cash escrow or letter of credit may be forfeited.

(3) **Plant Size Requirements.** Plant material shall be sized according to *Table 2* at the time of installation, unless otherwise noted in this section.

ii) **Condition of Landscape Materials.** The landscaping materials used shall be:

- (1) Healthy and hardy with a good root system.
- (2) Chosen for form, texture, color, fruit, pattern of growth, and suitability to local conditions.
- (3) Tolerant of the natural and man-made environment, including tolerant of drought, wind, salt, and pollution.
- (4) Appropriate for the conditions of the site, including slope, water table, and soil type.
- (5) Protected from damage by grates, pavers, or other measures.
- (6) Plants that will not cause a nuisance or have negative impacts on an adjacent property.
- (7) Species native or naturalized to the Wasatch Front whenever possible.
- (8) Compost, mulch, and organic matter may be utilized within the soil mix to reduce the need for fertilizers and increase water retention.
- (9) All installed plant material shall be fully maintained until established, including watering, fertilization, and replacement as necessary.

iii) **Ground Plane Vegetation.** All unpaved areas shall be covered by one of the following.

- (1) Planting Beds.
 - (a) Planting beds may include shrubs, ornamental grasses, ground cover, vines, annuals, or perennials. Edible landscape is permitted.
 - (b) Nonliving materials, such as pine straw, colored gravel, or mulch, are permitted for up to 60% of a bed area.
 - (c) Annual beds must be maintained seasonally, replanting as necessary.
 - (d) Planting beds in public areas must be privately maintained.
- (2) Grass. Seeded or sodded grass may be planted throughout landscaped areas.
 - (a) Grass shall be established within 90 days of planting or the area must be reseeded or resodded.
- (3) Shrubs requirements. 1.5 shrubs are required per 1,000 square feet of landscaped area. Two perennials or ornamental grasses count towards one shrub.

iv) **Tree Installations.** Refer to the list of permitted street tree types maintained by the City.

- (1) Tree Measurement. Tree size shall be measured by ISA arborists standards.

Plant Material Type	Minimum Size
Deciduous Shade/Overstory Tree	
Single Trunk	1" caliper
Single Trunk (street trees)	2" caliper
Multi Trunk	10' in height
Other	
Evergreen Tree	7' in height
Understory Tree	6' in height
Ornamental Tree	1.5" caliper
Shrubbbery - Deciduous	container class 3
Shrubbbery - Evergreen	container class 3
Ground cover	2" in height

Table 2 - Plant Size Requirements

- (2) Tree Maintenance. Tree trimming, fertilization, and other similar work shall be performed by or under the management of an ISA certified arborist.
- (3) Species Composition. A variety of tree species shall be used to avoid a mono-culture prone to disease. No species may exceed 10% of overall City urban forest. See Vineyard Tree and Landscape manual for list of Vineyard City approved trees.
- (4) Tree Size. All trees to be installed to meet the requirements of this section shall be a minimum of 2" caliper at the time of installation.
- (5) Tree Requirements. See specifics for each open space designated area.
- (6) Permeable Surface. For each tree preserved or planted, a minimum amount of permeable surface area is recommended, unless otherwise stated in this ordinance. Permeable area for one tree cannot count toward that of another tree.
- (7) Structural Soil. When the soil surface area of a tree will extend below any pavement, structural soil or root-penetrable sidewalk support is required underneath that pavement. Structural soil is a medium that can be compacted to pavement design and installation requirements while still permitting root growth. It is a mixture of gap-graded gravels (made of crushed stone), clay loam, and a hydrogel stabilizing agent to keep the mixture from separating. It provides an integrated, root penetrable, high strength pavement system that shifts design away from individual tree pits (source: Cornell University, Urban Horticulture Institute).
- (8) Minimum clear branch height is 8' over sidewalk and 14' over roads.

v) **Irrigation Systems.** Permanent irrigation, beyond establishment, is required and shall adhere to the following standards.

- (1) All irrigation systems shall be designed to minimize the use of water.
- (2) Non-residential landscape irrigation shall have an automatic clock-activated permanent system.
- (3) The irrigation system shall provide sufficient coverage to all landscape areas.
- (4) The irrigation system shall not spray or irrigate impervious surfaces, including sidewalks, driveways, streets, and parking and loading areas.
- (5) All culinary-fed systems shall be equipped with a back-flow prevention device.
- (6) All mechanical systems including controllers and back-flow prevention devices shall be properly screened from public view.

b) **Lighting**

- i) Site lighting shall provide safe and enjoyable experiences for pedestrian or community activity at night.
- ii) Site lighting shall be at a pedestrian scale and should help define the functional areas of a property.
- iii) Site lighting shall be scaled appropriately for the commercial or residential property on which it is located.
- iv) Site lighting to be dark sky compliant.

c) **Bicycle Parking**

- i) The following bicycle parking shall be provided throughout the development:

Use	Bicycle Rack Spaces
Multi-Family	Minimum 2 spaces or .05 spaces / bedroom, whichever is greater
Civic/Institutional	Minimum 2 spaces, 1 / additional 10,000 sf

Retail	Minimum 2 spaces, 1 / additional 5,000 sf
Services	Minimum 2 spaces, 1 / additional 5,000 sf
Office	Minimum 2 spaces, 1 / additional 10,000 sf

Table 4 – Bicycle Parking Requirements

d) Signage

- i) Prior to the first construction of open space, developer shall submit to the city a master signage plan for approval. The plan shall provide for consistent thematic environmental and wayfinding signage design as well as provide guidelines for building and monument signage for the Project.

4) Specific Common Area Definition

a) Central Plaza

- i) Intent. The Central Plaza will be a key outdoor activity center for the Project. It will provide a variety of functional spaces that accommodate gatherings and relaxation. It will integrate with the surrounding commercial and residential uses.
- ii) Key design features:
 - (1) Provide at least 1 point of interest such as public art, a sculpture, or a water feature.
 - (2) Space allocation and accommodations to support events such as festivals and community gatherings.
 - (3) Provide a variety outdoor seating options which integrate with the Landscaping.
 - (4) Accommodate adjacent food and beverage uses with centrally facing outdoor patios towards the park.
 - (5) Provide a scale appropriate play area to use natural or themed artistic forms rather than traditional playground equipment.

iii) Landscaping:

- (1) Create a variety of both hardscapes and softscapes.
- (2) Install a minimum of 1 tree per 2,500 square feet on average, inclusive of street trees.
- (3) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

b) Anvil Pedestrian Corridor

- i) Intent:
 - (1) Provide an enhanced, inviting pedestrian experience that connects with commercial development to the south.
 - (2) Create impactful visual interest, establish the Project brand, and draw people towards the center of the Project.
 - (3) Encourage slow vehicle traffic at the 650 N and 700 E intersection through calming measures and purposeful design.
- ii) Key design features:
 - (1) Width 12.5'
 - (2) Seating
 - (3) Lighting

(4) Corner and pockets

iii) Paving:

(1) Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

(2) Street paving shall be flush with the curb and reinforce pedestrian priority.

iv) Landscaping

(1) Street furniture to be integrated into the design.

(2) Tree spacing to be a maximum of 120' on center and can be on either side of the shared street.

c) Intentionally Deleted East Gateway Linear Park

i) Intent:

(1) Provide a welcoming public edge and view corridor from Geneva Road into the Project

(2) Create rest and play areas along the future Geneva Trail.

(3) Integrate with the future Geneva Trail system, providing an inviting and appropriate transition from the trail into the development's primary east / west pedestrian and micro-mobility pathway.

(4) Add to the network of open and green spaces within the Project providing a meaningful connection point to pedestrian network outside the Project.

ii) Key design features:

(1) Provide a minimum width of 50' for the linear park per paragraph 9.1.2 of this DA

(2) Play area to use natural or themed artistic forms rather than traditional playground equipment.

(3) Provide various types of seating such as concrete seat walls, natural elements (boulders), and benches.

(4) Continuation of the future Geneva Trail through the linear park as well as connection to Shared Street.

iii) Landscaping:

(1) Provide a variety of ground covers such as turf, native landscaping, mulch, and pavers.

(2) Provide dense grouping of trees and provide an average of 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees (if required).



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Figure 4 - Concept for the East Gateway Park

d) West Gateway Linear Park

- i) Intent. Provide a greenspace corridor along Mill Road which creates a purposeful open space along network of pedestrian pathways running through and adjacent to the Project.
- ii) Key design features:
 - (1) Provide a minimum width of 50' for the linear park from the facade of the adjacent building(s) towards Mill Road.
 - (2) Provide at least 1 primary point of interest such as public art, a sculpture, paved plaza with shade trees, or seating with above standard landscaping that fosters community interaction.
 - (3) Concrete sidewalk or trail that connects the east / west pedestrian corridor to the corner of Mill Road and Vineyard Connector.



Figure 5 – Concept Sketch, West Gateway Linear Park

- iii) Landscaping:
 - (1) Mix of native and low maintenance ground cover and turf.
 - (2) Provide 1 tree per 2,500 sqft of landscaped area, inclusive of any required street trees.

e) Connector Corridor

f) Commercial Plaza

- i) Intent – The Commercial Plaza creates interest and an activity center near the entrance to The Forge from Mill Road. It will encourage outdoor gatherings and focus on complimenting the nearby dining and retail uses.
- ii) Key design features:
 - (1) Create seating and gathering spaces that accommodate groups from 2 to 15 people.
 - (2) Outdoor lighting that creates interest and ambiance at evenings.
 - (3) A variety of seating and grouping options
- iii) Paving. Paving shall create interest and avoid large sections of monolithic patterns and color. It shall include color other than grey and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, crushed stone, or another decorative hardscape approved by the City.
- iv) Landscaping:
 - (1) Install a minimum of 1 tree per 2,500 square feet on average.

g) Entertainment Plaza

- i) Intent. Key pedestrian connection corridor between the commercial businesses to the south and the Central Plaza.
- ii) Key design features:
 - (1) Decorative lighting creating safety and ambiance.
 - (2) Intentional alcoves and recesses where street vendors or other public display areas can be safely placed. Alcoves shapes and depths shall promote safety.
 - (3) Activated by ground floor commercial at entrances and throughout the alley.

(4) Paving. Paving shall create interest and not be monolithic grey. It shall include color and may include a mix of various types of surfaces such as colored concrete with patterned cut lines, mixed pavers, stone, or another decorative hardscape approved by the City.

(5) Min width of 20'

iii) Landscaping: Planters and trees at entrances or other key locations that help soften the built environment.

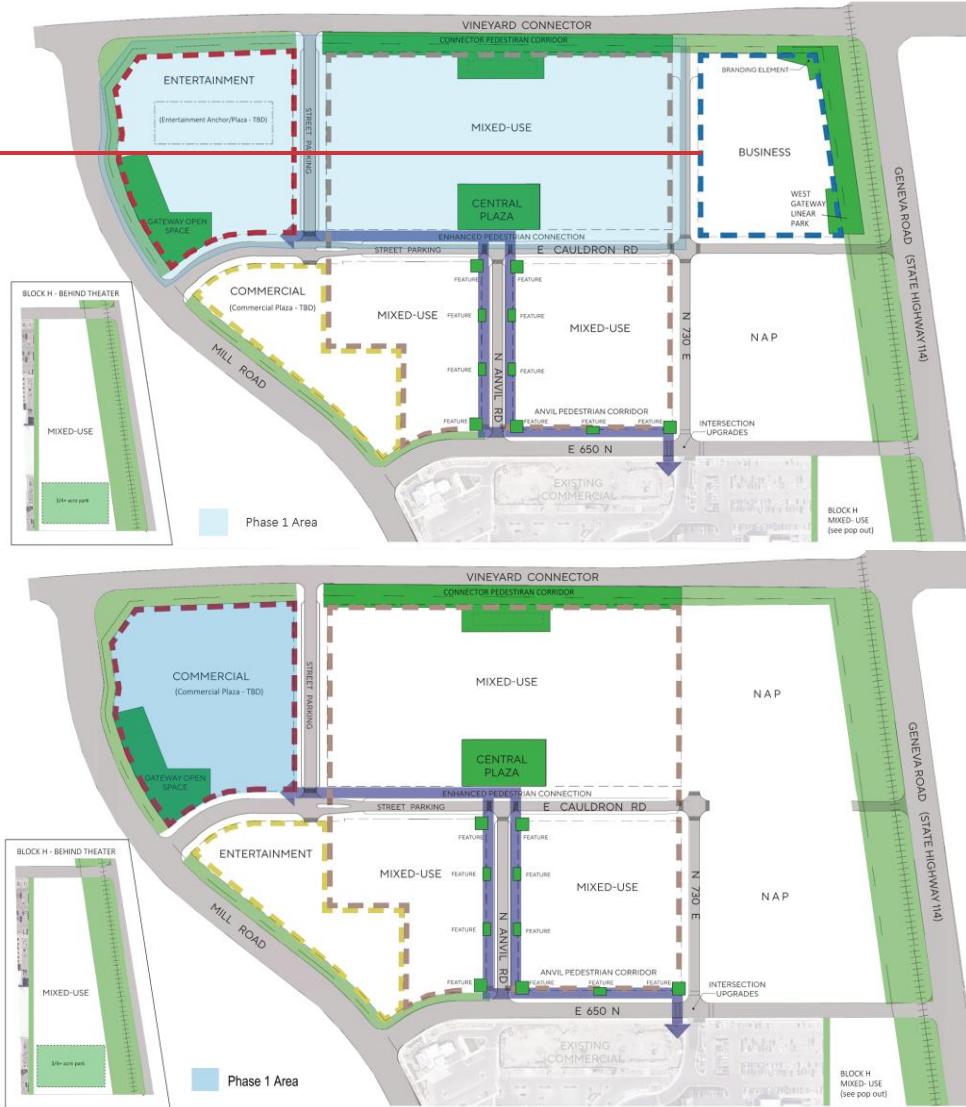
h) Geneva Trail Park

i) Intent. Create a stopping place along the future Geneva Trail and provide park access to residential areas to the South.

ii) Key design features:

(1) To be designed in cooperation with the city per paragraph 9.1.1

EXHIBIT E
[Initial Phase]





September 3, 2025

Vineyard City
125 South Main Street
Vineyard, Utah 84059
Attention: City Manager

RE: Term Sheet Regarding Development Agreement – Intermountain Campus (Utah County Parcels 39:258:004 and 39:258:0005)

Dear City Manager:

IHC Health Services, Inc. (“Intermountain”) submits this term sheet to Vineyard City (the “City”) setting forth the terms for a potential development agreement (the “Development Agreement”) that will govern the development of those certain Utah County Parcel Nos. 39:258:004 and 39:258:0005, as depicted on Exhibit A (the “Property”). Intermountain currently owns Parcel No. 39:258:0005 (the “Owned Parcel”) and is under contract to purchase Parcel No. 39:258:0004 (the “Acquisition Parcel”). The Acquisition Parcel is currently subject to that certain Development Agreement for The Forge executed by the City and Seller, as Developer, and recorded as Entry Number 23469:2024, on April 11, 2024 (the “Existing DA”) and that certain Declaration of Easements, Covenants and Restrictions The Forge at Geneva executed by Seller, as Declarant, and recorded as Entry Number 113872:2017, on November 17, 2017 (the “Declaration”). Seller and Intermountain desire to release the Acquisition Parcel from the Existing DA and the Declaration and to enter into a new Development Agreement with the City. To facilitate the purchase of the Acquisition Parcel and ensure that the Property can be developed as a medical office and hospital campus, Intermountain proposes that the Development Agreement include, at a minimum, the following concepts:

1. Permitted Uses: In addition to the uses permitted by the underlying zoning, each of the following will be permitted uses for the Property: Hospital, Health and Fitness Facility, Medical and Dental Clinic, Medical or Dental Laboratory, Medical Spa, Nursing Care Facility, Nursing Home, Convalescent Care, Pharmacy, Retail Sales and Services, Emergency Care Facility, Office
2. Parcel Consolidation: The City will allow the Owned Parcel and Acquisition Parcel to be consolidated into one parcel to allow for unified development.
3. East Cauldron Road: The City will not require the roadway commonly known and identified as E. Cauldron road to extend through the Property and connect to North Geneva Road. Instead, Intermountain shall be permitted to redesign E. Cauldron Road (including those portions of the road already constructed) to integrate the road into Intermountain’s site plan for the Property.
4. Development on Northeast Corner of Property: Intermountain will be required to place a building or other iconic architectural feature within a designated area near the corner of Vineyard Connector Road and Geneva Road on the Property

ensure that the entrance into Vineyard City on Vineyard Connector Road is aesthetically and visually appealing as required by the Forge MU District design guidelines.

5. Modification of Design Guidelines:

The design guidelines for the Forge MU District will be modified in the following ways:

- A. Intermountain will not be required to place parking, parks, pedestrian walkways, crosswalks, and alleys in the exact areas identified in the Urban Design Framework figure, and Intermountain shall be permitted to remove or relocate the Build-to-Zone as part of its site plan, subject to review and approval by the City.
- B. The Property will be exempted from the Continuous Building Frontage and Ground Floor Building Setback requirements Section 4.10(4) of The Forge Mixed Use District zoning ordinances.
- C. Healthcare facilities require more parking and drop-off/pick-up zones than typical retail or office uses, including ambulance access, patient loading zones, or other ADA-specific (or other specialty designated parking areas) requirements. The City will allow for these unique parking, drop-off, and accessibility features on the Property.
- D. Healthcare facilities may require taller structures or larger footprints than typical commercial buildings and the Development Agreement will allow for these development features.
- E. Ground floor awnings associated with main entrance or ambulance entry will be taller to comply with fire safety regulations and accommodate the height of emergency vehicles.
- F. The guidelines expect active storefront or transparent facades, which conflict with privacy needs in healthcare. The Development Agreement will allow for exceptions to the transparent façade requirement for non-public portions of the development structures.
- G. Intermountain and the City will work on proposed exterior facades that meet both the design intent of the district while providing a distinctly contemporary Intermountain facility that meets building code requirements specific to other healthcare related occupancy types. Consideration is requested for a modern interpretation and application of traditional building details (e.g., a traditional cornice, fascia, etc. may be represented in a contemporary and abstracted way through material expression rather than a literal application of dated architectural details to better align with Intermountain's aesthetic and design expression).
- H. Intermountain will not be required to provide retail

environments on the Property.

I. Signage limitations will be revised to allow for proper navigations and wayfinding for visitors and patients on the Property.

J. Emergency lighting that is always on to comply with applicable laws and safety standards will be permitted.

6. Term of Agreement: The initial term of the Development Agreement will be twenty (20) years, automatically extending for successive periods of five (5) years each, unless either Party delivers a Notice of non-renewal within six (6) months prior to expiration of the then current term.

7. Non-Binding: This term sheet is not an offer or binding agreement on behalf of Intermountain, but is only an expression of some aspects of the Development Agreement to be drafted to facilitate the development of the Property. Intermountain anticipates that the matters discussed in this term sheet may be reversed, modified or clarified by Intermountain and the City through the negotiation of the Development Agreement.

If the terms set forth above are acceptable to the City, please let us know and we will begin working on a Draft Development Agreement. Feel free to call Ted Skeen (801.442.3184) with any questions. We appreciate your consideration on this matter.

Sincerely,

Ted Skeen

Ted Skeen
Real Estate Director
Intermountain Health

EXHIBIT A





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 8, 2025

Agenda Item: Personnel Policy Revision: Disciplinary Appeals (Resolution 2025-52)

Department: Human Resources

Presenter: Eric Ellis

Background/Discussion:

The proposed amendment updates Section VIII of the Vineyard City Personnel Policies & Procedures Manual regarding disciplinary action and appeal procedures. The revision clarifies that appeals of suspension, demotion, transfer to a lower-paying position, or termination will be heard by an independent hearing officer designated by ordinance of the City Council, in accordance with Utah Code §10-3-1106.

This change is intended to ensure appeals are handled consistently, fairly, and in compliance with state law while also reducing potential conflicts of interest. The hearing officer will be responsible for reviewing the evidence and determining whether the disciplinary action was supported by the facts and conducted in compliance with required procedures.

Approval of this amendment will formalize the updated appeal process within the City's personnel policy and provide clear direction for future disciplinary proceedings.

Fiscal Impact:

Determined by each appeal

Recommendation:

City staff recommends approval of the amendment to Section VIII of the Personnel Policy regarding Disciplinary Action and Appeals, designating an independent hearing officer to hear eligible appeals.

Sample Motion:

I move to adopt the amendment to Section VIII of the Vineyard City Personnel Policy regarding Disciplinary Action and Appeals, designating an independent hearing officer to hear eligible appeals.

Attachments:

1. Resolution 2025-52; Personnel Manual Amendments - Disciplinary Appeals
2. DRAFT Disciplinary Appeal Change 9.19

RESOLUTION NO. 2025-52

**A RESOLUTION AMENDING THE PREVIOUSLY ADOPTED PERSONNEL
POLICIES AND PROCEDURES MANUAL FOR VINEYARD, UTAH**

WHEREAS, the Vineyard City Council desires to have consistent policies for its employees and to promote a workplace that is safe and professional; and

WHEREAS, the Vineyard City Council desires to amend the disciplinary appeal policy in the Personnel Policies and Procedures Manual;

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

1. The Vineyard Policies and Procedure Manual will be amended as shown in Exhibit A.
2. This Resolution shall take effect upon passing.

Passed and dated this 24th day of September, 2025.

Julie Fullmer, Mayor

Attest:

Tony Lara, Deputy Recorder

SECTION VIII: DISCIPLINARY ACTION

1. General Policy

- A. It is the policy of the Vineyard that management will inform its employees about what is expected at work, what constitutes employee misconduct, and what the employee's rights are, if disciplined.
- B. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of Vineyard government. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of charges to the employee.
- C. Disciplinary action, in the form of either a verbal warning, written reprimand (*form #24*), suspension (*form #25*), demotion (*form #26*), or termination of employment (*form #27*), may be imposed for misconduct depending on the seriousness of the misconduct.
- D. Misconduct for purposes of this policy includes inability to perform required job functions, acts of insubordination, violation of the employee's code of conduct contained in this policy, violation of any other portion of this policy or other clearly established policies, and any illegal or immoral conduct that significantly compromises the employee's ability to successfully work for the City.

2. Conducting an Investigation

- A. The department head or City Administrator may conduct an investigation into the allegations, which form the grounds for any proposed disciplinary action.
- B. During an investigation to determine the facts upon which disciplinary action may be imposed the department head or City Administrator may place an employee on administrative leave.
- C. Disciplinary action shall not be imposed until an informal pre-disciplinary hearing, with appropriate written notice, has been completed by the department head or City Administrator. The investigation shall include an opportunity for the employee to respond to the allegations.

3. Imposing Disciplinary Action

- A. The department head or City Administrator shall conduct disciplinary action in a consistent manner.
- B. Each employee shall be afforded prior access to Vineyard's rules, policies, and procedures.
- C. The employee shall receive timely notice of the pre-disciplinary meeting, overview

of allegations, and potential disciplinary action.

- D. Prior to imposing the disciplinary action, the employee shall have the opportunity to review the disciplinary action with the department head or City Administrator. The employee shall have the opportunity to respond to the allegations. The employee's written response, if any, and other related documents shall be placed in the employee's personnel file.
- E. In determining the type and severity of the disciplinary action, the department head, or City Administrator, may consider aggravating and mitigating circumstances which include, but are not limited to the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect on Vineyard operations; and/or the potential of the misconduct to harm person(s) or property.
- F. For disciplinary action other than a verbal reprimand the department head or City Administrator shall notify the employee, in writing, of the findings of the investigation/pre-disciplinary hearing. The written statement shall include:
 - 1. The grounds for disciplinary action, including a description of the specific misconduct for which the disciplinary action is being imposed.
 - 2. Any prior disciplinary action imposed.
 - 3. The disciplinary action to be imposed.
 - 4. The effective date and duration of the disciplinary action.
 - 5. The corrective action necessary, if any, for the employee to avoid further disciplinary action.
- G. Suspension, demotion, transfer, or termination of an employee shall require the approval of the department head and City Administrator (*forms #25, #26, #27, #28*).
- H. The department head or City Administrator may note the disciplinary action on their personal notes at the time the disciplinary action is imposed and/or on the employee's "Employee Performance Review Form" (*form #50*).

4. Appeal Procedures

- A. "Non-merit employees" have no appeal rights.
- B. Employees have no "verbal warning" appeal rights.
- C. Employees have no "written reprimand" appeal rights.
- D. ~~Appealing to Vineyard's Council. Upon written receipt of an Employee Suspension, Demotion, Transfer, or Termination Notice, some employees have the right to appeal~~

~~the disciplinary process and action imposed by the department head or City Administrator, to Vineyard's Council (exceptions include Probationary Employees, appointed officers including the Recorder, department heads and other employees as indicated as not being entitled to a due process hearing in Utah Code 10-3-1105):~~

1. ~~An employee must submit a written notice of appeal to Vineyard's Recorder within ten (10) days or an employee will be deemed to have waived all appeal rights.~~
2. ~~If Vineyard's Council overturns the Employee Disciplinary Action:~~
 - a. ~~Vineyard's Council may reinstate any loss of pay associated with the Employee Disciplinary Action.~~
 - b. ~~The Human Resource Manager shall remove the record of the disciplinary action from the employee's personnel file.~~
3. ~~If Vineyard's Council upholds the Employee Disciplinary Action an employee has the right to appeal the decision to the Utah Court of Appeals pursuant to Utah Code 10-3-1106.~~

D. Appeals of Suspension, Demotion, Transfer, or Termination

Upon written receipt of a notice of termination, suspension without pay for more than two working days, or involuntary transfer to a position with lower pay, eligible employees may appeal the disciplinary process and action imposed by the department head or City Manager. Employees may not appeal other actions, including transfers or reassignments that do not reduce pay. Exceptions to appeal rights include probationary employees, appointed officers, department heads, and any other employees identified in Utah Code §10-3-1105 as not entitled to a due process hearing.

1. An employee must submit a written notice of appeal to the Vineyard City Recorder within ten (10) calendar days of receiving the disciplinary notice. Failure to file within the required timeframe will result in a waiver of appeal rights.
2. Appeals will be heard by an independent hearing officer, as designated by ordinance of the Vineyard City Council, in accordance with Utah Code §10-3-1106(7). Upon referral of a properly filed appeal, the hearing officer shall schedule a hearing to receive evidence and determine whether the disciplinary action was supported by the facts and whether the City substantially complied with the required procedures.
3. While the hearing officer may consider the factual basis for the action, they shall not substitute their judgment for that of City management unless the disciplinary action was arbitrary, capricious, discriminatory, or unsupported by the evidence.
4. If the hearing officer determines the action should be overturned:
 - a. The hearing officer shall recommend reinstatement of lost pay in accordance with Utah Code.

b. The Human Resource Manager shall remove the record of the disciplinary action from the employee's personnel file.

5. If the hearing officer upholds the disciplinary action, the employee may appeal the decision to the Utah Court of Appeals in accordance with Utah Code §10-3-1106.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 8, 2025

Agenda Item: Vineyard Municipal Code Amendment to Title 2 Administration; adding Chapter 2.10 Employee Discipline Hearing Officer (Ordinance 2025-13)

Department: Human Resources

Presenter: Eric Ellis

Background/Discussion:

The proposed amendment updates Title 2 Administration by adding Chapter 2.10 Employee Discipline Hearing Officer. This is done to meet the requirements in the Personnel Policy Manual amendment, which amends Section VIII of the Vineyard City Personnel Policies & Procedures Manual regarding disciplinary action and appeal procedures. The revision clarifies that appeals of suspension, demotion, transfer to a lower-paying position, or termination will be heard by an independent hearing officer designated by ordinance of the City Council, in accordance with Utah Code §10-3-1106.

This change is intended to ensure appeals are handled consistently, fairly, and in compliance with state law while also reducing potential conflicts of interest. The hearing officer will be responsible for reviewing the evidence and determining whether the disciplinary action was supported by the facts and conducted in compliance with required procedures.

Approval of this amendment will formalize the updated appeal process within the City's Municipal Code and personnel policy and provide clear direction for future disciplinary proceedings.

Fiscal Impact:

Determined by each appeal

Recommendation:

City staff recommends adoption of Ordinance 2025-13, approving amendments to Title 2 Administration, if the Personnel Policy Manual amendment is also adopted.

Sample Motion:

"I move to adopt Ordinance 2025-13, approving amendments to Title 2 Administration, as presented."

Attachments:

1. Ord_2025-13

**VINEYARD
ORDINANCE 2025-13**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING TITLE 2
ADMINISTRATIVE CODE ADDING CHAPTER 2.10 EMPLOYEE DISCIPLINE
HEARING OFFICER.**

WHEREAS, the Vineyard City Council under the authority of Utah Code 10-3 desires to amend the Municipal Code; and

WHEREAS, the Vineyard City Council desires to have consistent policies for its employees and to promote a workplace that is safe and professional; and

WHEREAS, the Personnel Policy Manual was amended to clarify that appeals of suspension, demotion, transfer to a lower-paying position, or termination will be heard by an independent hearing officer designated by ordinance of the City Council, in accordance with Utah Code §10-3-1106.

WHEREAS, the Vineyard City Council desires to amend Vineyard Municipal Code Title 2 Administration by adding Chapter 2.10 Employee Discipline Hearing Officer;

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

SECTION 1: **AMENDMENT** “2.10.010 Creation, Selection And Appointment” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

2.10.010 Creation, Selection And Appointment, Qualifications, terms and Conflict of Interest

- A. Creation: The City shall provide for an Employee Discipline Hearing Officer (“hearing officer”) to hear and adjudicate appeals of certain final disciplinary actions, as required by Utah Code Annotated §10-3-1106, or its successor provision.**
- B. Selection and Appointment:**
 - 1. The Mayor, with the advice and consent of the City Council, shall appoint one or more qualified attorneys to serve as hearing officers.**
 - 2. Hearing officers shall be selected as professional service providers in accordance with the City’s procurement Policy.**
 - 3. Hearing officers shall serve as independent contractors.**
 - 4. Recommendations for appointment shall be made by a selection committee consisting of the City Manager (or designee), a representative of the Human Resources Department, and any other person deemed appropriate by the City Manager and Human Resources representative.**

C. Qualifications: Each hearing officer shall:

1. Be licensed to practice law in the State of Utah for at least five (5) years;
2. Have significant professional experience in, or demonstrated knowledge of, employment law; and
3. Not be an employee of the City, hold public office, or be a candidate for public office during service.

D. Term: Hearing officers shall serve two-year terms, with a maximum of five (5) consecutive terms or ten (10) total years of service.

E. Conflict of Interest: A hearing officer shall not preside over any appeal where a conflict of interest exists under applicable state

SECTION 2: ADOPTION “2.10.020 Who May Appeal” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.10.020 Who May Appeal(*Added*)

A. Eligible Appeals: Employees may appeal the following disciplinary actions:

1. Termination;
2. Suspension without pay of more than two (2) working days, or more than one (1) shift for employees on 24-hour shifts; or
3. Involuntary transfer to a position with less remuneration imposed for disciplinary reasons.

B. Ineligible Appeals: Employees may not appeal:

1. Disciplinary actions other than those listed above, including verbal or written warnings, coach-and-counsel actions, or suspensions of two (2) days or less (or one 24-hour shift); or
2. Non-disciplinary actions including furloughs, layoffs, reorganizations, or transfers to positions with less remuneration for non-disciplinary reasons.

C. Employees Not Eligible to Appeal:

1. Employees listed in Utah Code Annotated §10-3-1105(2), or its successor; and
2. Any at-will employee not listed in §10-3-1105(2).

D. Exhaustion of Remedies: Employees must exhaust all internal grievance procedures before filing an appeal to the hearing officer under this Chapter.

SECTION 3: ADOPTION “2.10.030 Filing And Assignment” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.10.030 Filing And Assignment(*Added*)

A. Notice of Appeal:

- 1. Appeals must be filed in writing with the City Recorder within ten (10) calendar days of the employee’s receipt of notice of the final disciplinary decision.**
- 2. The notice must include:**
 - a. The decision being appealed and the reasons it is alleged to be in error;**
 - b. The appellant’s name, phone number, and mailing or email address for communication.**
- 3. Failure to timely file a complete notice forfeits the right to appeal.**

B. Assignment of Hearing Officer: The Human Resources Manager shall assign a hearing officer from the roster to adjudicate the appeal. Each party may object to the assigned officer once; if so, another officer will be appointed.

C. Scheduling: Within ten (10) calendar days of receiving the notice of appeal, the hearing officer shall set a hearing date no sooner than thirty (30) and no later than sixty (60) days after filing, unless both parties agree otherwise. Written notice of the hearing shall be sent to the appellant, the appellant’s counsel (if any), the City Attorney’s Office, and the Human Resources Department.

SECTION 4: ADOPTION “2.10.040 Hearing Procedures” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.10.040 Hearing Procedures(*Added*)

A. General Authority: The hearing officer shall conduct the hearing in accordance with this Chapter and applicable law, ensuring due process for all parties.

B. Employee Rights: The appellant may:

1. Appear personally and be represented by counsel
2. Elect to have the hearing open to the public;
3. Confront and cross-examine witnesses; and
4. Review and present evidence.

C. Hearing Officer Authority: The hearing officer may:

1. Issue scheduling orders and procedural rulings;
2. Rule on admissibility of evidence and exclude improper evidence;
3. Exclude witnesses until testimony; and
4. Maintain order, including removing disruptive individuals.

D. Evidence Exchange:

1. No later than twenty (20) days before the hearing, the City shall provide:
 - a. The complete record relied on for the disciplinary action;
 - b. All documents regarding similarly situated employees with comparable discipline; and
 - c. A complete witness list.
2. No later than ten (10) days before the hearing, the appellant shall provide all evidence (other than the City's record) and a complete witness list.
3. The hearing officer shall exclude untimely evidence or undisclosed witnesses, except rebuttal witnesses.

E. Standards of Procedure: Hearings shall be conducted with formality and decorum. The Utah Rules of Evidence and Civil Procedure may guide but need not strictly control proceedings.

SECTION 5: ADOPTION “2.10.050 Standard Of Review And Decisions”
of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.10.050 Standard Of Review And Decisions(*Added*)

A. Burden of Proof: The City must demonstrate that its disciplinary action is supported by substantial evidence.

B. Standard of Review: “Substantial evidence” means that quantum and quality of relevant evidence which would convince a reasonable person to support a conclusion.

C. Decision:

1. The hearing officer may only affirm or overturn the disciplinary decision.

2. If overturned, the City shall compensate the employee as required by Utah Code Annotated §10-3-1106(5)(b), or its successor.

3. The decision shall be in writing, adopt findings of fact, state conclusions of law, and be certified to the City Recorder within fifteen (15) days of the hearing. For good cause and with consent of both parties, the deadline may be extended to a maximum of sixty (60) days.

D. Record: A complete record, including audio or video recording of the proceedings, shall be kept.

E. Finality and Judicial Review: The hearing officer’s decision is the City’s final administrative decision and may be appealed to the Utah Court of Appeals within thirty (30) calendar days, pursuant to Utah Code Annotated §10-3-1106(6)(c).

SECTION 6: ADOPTION “2.10.060 No Additional Rights Created” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

2.10.060 No Additional Rights Created(*Added*)

A. Nothing in this Chapter shall be construed to create any employment rights or benefits beyond those provided by state or federal law.

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 September 24, 2025, 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	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Brett Clawson	_____	_____	_____	_____
Presiding Officer		Attest		

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard

Vineyard Licensing

Printed: 10/06/2025

Vineyard/Orem YSA Halloween 5k

1271846

10/17/2025 - 10/17/2025

8e9cf0e0-98c3-11f0-9e25-a94187c3234e

Special Event

General

Active

Awaiting Payment

Event Information

Vineyard/Orem YSA Halloween 5k

10/17/2025 - 10/17/2025

Dates

10/17/2025 - 10/17/2025

5:00 pm - 8:00 pm

Setup: 4:30 pm

Takedown Complete: 8:30 pm

Application Review Status

Pre-Review	Approved	
Fire Department	Not Reviewed	09/23/2025
Public Works	Not Reviewed	
Parks	Not Reviewed	
City Manager	Not Reviewed	
Sheriffs Office	Not Reviewed	
Recreation	Not Reviewed	
Final-Review	Not Reviewed	

Fees

Payments

Base Permit Fee	\$50.00	There are no payments
Subtotal	\$50.00	
Amount Paid	\$0.00	

Application Form Data

(Empty fields are not included)

First Name

Spencer

Last Name

Clegg

Are you applying on behalf of another individual or organization?

Yes

Input the name of the individual or organization you are applying on behalf of:

The Church of Jesus Christ of Latter-day Saints

Phone

(801) [REDACTED]

Email

spencergclegg@gmail.com

Mailing Address

City

Vineyard

State

UT

Zip Code

84059

Name of Event

Vineyard/Orem YSA Halloween 5k

Event Director First Name

Spencer

Event Director Last Name

Clegg

Event Location

Vineyard Grove Park

Event Type

5k Fun Run

Estimated Attendance

49

Brief Description of Event

Doing a 5k and 1k fun run around the block that Vineyard Grove Park sits on

Number of Bounce Houses/Inflatables

0

Number of Vendors

0

Number of Food Trucks

0

Describe the target audience for this event?

Young single adults in the area

Will this be a multi-day event?

No

Will your event include the use of a Vineyard City pavilion?

No

Will you have a stage?

No

Will Vineyard streets be used?

No

Will you be using portable toilets?

No

Have you made arrangements for trash disposal?

Yes

Is this a first-time event?

Yes

First Name

Spencer

Last Name

Clegg

Cell Phone

[REDACTED]

Email

spe.clegg@gmail.com

Will there be vendors selling products or services?

No

Event Map

- [Vineyard 1k Route New.jpg](#)
- [Vineyard 5k Route New.jpg](#)

Signature

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

Spencer Clegg - 09/23/2025 3:23 pm

Messages

Hi, Please pay the \$50.00 application fee. As soon as that payment is received we can start processing your permit. Please let me know if you have any questions.

Thanks,

Comments:

Are there any discounts for church organizations? This is a very small activity and we are operating on very limited budget.

Hi, You can apply for a fee waiver through City Council if you meet the fee waiver criteria. Attached is the fee waiver application.

 Fee Waiver Application.pdf

Special Events Department
125 South Main St.
(801)226-1929
Annan@vineyardtown.com



FOR OFFICE USE ONLY

Application Received _____

Fee Waiver Application

APPLICANT INFORMATION

Name of Applicant:	SPENCER CLEGG			Date of application:	09/30/25
Applicant Organization Name:	THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS				
Email address:	SPE.CLEGG@GMAIL.COM				
Mailing Address:	[REDACTED]				
City:	VINEYARD	State:	UT	Zip Code:	84059
Name of Event:	VINEYARD/OPEN YSA HALLOWEEN 5K				

Reason for Fee Waiver

Fee waivers are provided based on the following criteria please select the criteria that your organization meets

- The organization provides free programs to the community or raises funds for organizations that provide free or low-cost programs benefiting local youth, seniors, or under-served constituents.
- The organization provides cultural aspects to the event.
- The organization demonstrates extraordinary efforts to reduce and mitigate environmental, transportation, and residential impacts.
- The organization is aligned with the city council's critical goals as outlined in the city's general plan.

Brief Description of Organization: NON-PROFIT RELIGIOUS ORGANIZATION - THIS ACTIVITY
FOCUSSES ON YOUNG SINGLE ADULTS IN THE VINEYARD/OPEN AREA.

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the waiver.

Applicant's Name (please print): SPENCER CLEGG

Applicant's Signature: SGC Date: 09/30/2025

CITY APPROVAL

This application has been reviewed and approved by

Vineyard Special Events Department

Date

Vineyard City Manager

Date



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 8, 2025

Agenda Item: Vineyard Loop Rd (600 North) and 300 West Parking & Striping Plan

Department: Community Development Department

Presenter: Cache Hancey, Patrick James

Background/Discussion:

Background

The Vineyard Loop Road and 300 West corridors currently feature three-lane cross-sections, consisting of two travel lanes with a center turn lane. Analysis by staff found the center lane is rarely used for turning movements due to the limited number of driveways along the corridor. The lane width contributes to higher-than-desired vehicle speeds in a corridor with residential frontages and high pedestrian/bicycle activity. These roadways are considered minor collectors that is exclusively within residential areas with a speed limit of 25 mph.

Vineyard Loop Road recently received pavement preservation and is awaiting the City Council's decision on whether to adopt the proposed striping plan. This decision will determine the next steps for striping the pavement before the upcoming winter season. The 300 West pavement is scheduled for pavement preservation during the upcoming year and will receive its restriping after the pavement preservation is completed. Parking permit signage on 300 West would be removed before its restriping.

The proposed restriping plan (**Attachment 1**) reclaims excess roadway width to enhance safety, access, and multimodal use. It will add 36 new parallel stalls on West Vineyard Loop Road, 17 new stalls on East Vineyard Loop Road, and convert 23 parallel stalls to angled parking in front of the Lakefront community, creating 10 additional stalls. The 300 West restriping project will add 61 angled stalls and eliminate the existing parking permit program, thereby opening the street to public overnight parking. 21 parking stalls would be marked as no overnight parking and reserved for access to the Vineyard City lake trail. In total, the plan provides 124 new public parking stalls across all corridors.

Bulb-out markings will calm traffic and improve safety, and a north-side bike lane on Vineyard Loop Road will fill a key gap in the City's Active Transportation Plan, complementing the existing south-side trail. Future improvements will include concrete curb extensions to enhance pedestrian crossings and visibility.

This project supports City Council priorities to improve livability, expand multimodal infrastructure, and make efficient use of the public right-of-way, aligning with recommendations from Vineyard's Parking Plan and developed in coordination with Councilmember Sara Cameron.

At the previous City Council meeting on September 24, 2025, staff presented the proposed East and West Vineyard Loop Road and 300 West Striping Plans, all of which include the removal of the center lane and reallocation of roadway space to provide on-street parking, dedicated bike lanes, and Chevron markings to promote safer vehicle speeds.

During that meeting, residents from The Villas neighborhood expressed concerns about how the removal of the center lane on East Vineyard Loop Road could affect left-turn movements into their communities. The City Council did not take action at that time and directed staff to conduct additional analysis to evaluate potential traffic impacts and neighborhood access. Additionally, the City Council appointed a subcommittee consisting of Councilmember Sara Cameron and Jacob Holdaway to

meet with the HOA representatives, review the analysis conducted by staff, and direct staff on the action of the restriping project. If the subcommittee cannot agree on the action, the item should be brought back to the City Council for discussion and action.

Discussion

In response, Hales Engineering prepared a Traffic Impact Study (**Attachment 2**) evaluating traffic operations along East Vineyard Loop Road between 300 West and Main Street, with specific analysis of the intersections at Mallard Drive/Preserve Drive (The Villas & Preserve communities) and 80 West (The Springs & Preserve communities).

The study concluded that:

1. The two-lane configuration will have no significant impact on level of service or roadway capacity.
2. Existing traffic gaps are sufficient for left- and right-turn movements without a dedicated turn lane.

Removing the center lane and adding bike lanes and on-street parking would provide a traffic-calming effect, reducing observed speeds closer to the posted 25 mph limit.

On October 6, City staff met with representatives from The Villas HOA and The Preserve HOA, along with Councilmembers Sara Cameron and Jacob Holdaway, who the City Council appointed as a Sub-Committee to review the study findings and proposed design. During this meeting, staff presented the striping plan and the traffic study results, and the group discussed vehicle and pedestrian safety, turning movements, and parking availability.

Both HOA representatives and the Sub-Committee Councilmembers were supportive of the proposed plan to remove the center lane and add on-street parking along the north side of East Vineyard Loop Road, recognizing the benefits of improved safety, slower travel speeds, and additional public parking.

If the City were to maintain the existing center turn lane at the entrances to The Villas and The Springs, approximately 20 on-street parking stalls would need to be removed between Main Street and just past Mallard Drive to allow for proper lane transitions and design compliance.

Fiscal Impact:

Cost: Implementation can be completed within the existing restriping budget.

Funding Source: Approved in the Fiscal Year Budget in the Transportation Fund for pavement preservation and striping program.

Recommendation:

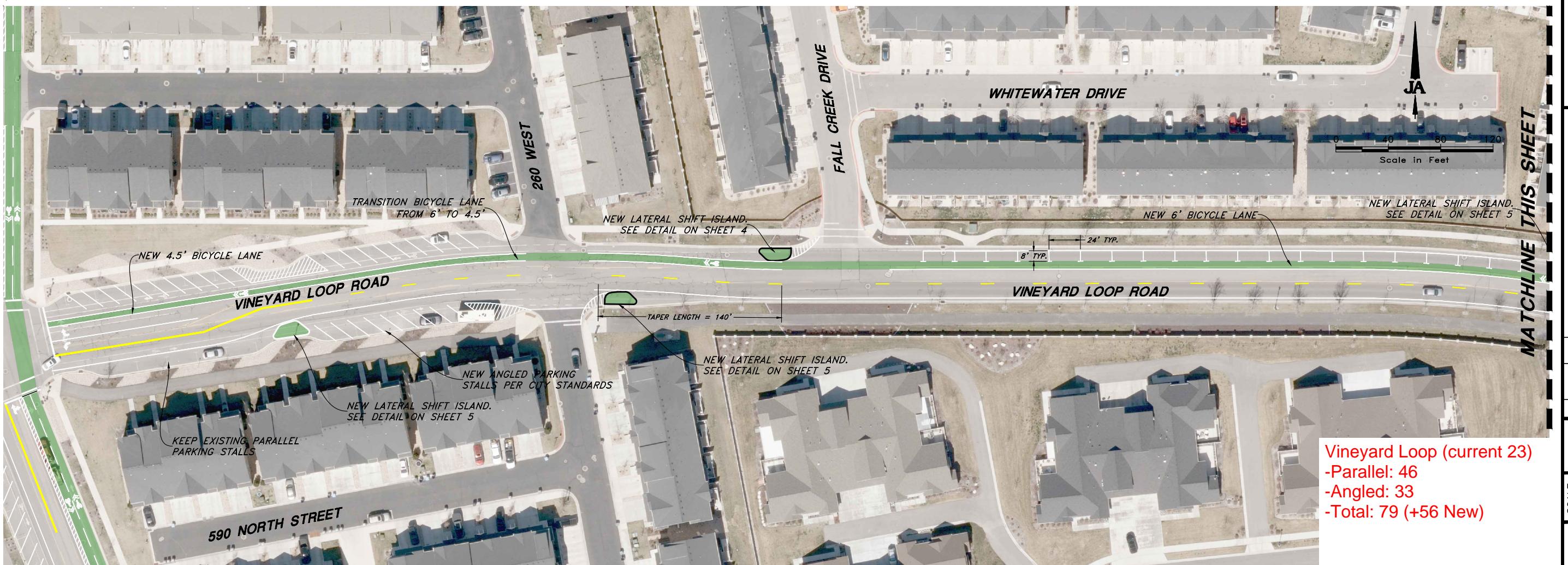
Staff recommends that the City Council approve the Vineyard Loop Road and 300 West Striping Plan as presented, consistent with the findings of the Hales Engineering Traffic Impact Study and supported by The Villas HOA, The Preserve HOA, and the City Council Sub-Committee.

Sample Motion:

"I move to approve the Vineyard Loop Road and 300 West Striping Plan to remove the center two-way left-turn lane and reconfigure the roadway with bike lanes, on-street parking, and traffic-calming features, consistent with the findings of the Hales Engineering Traffic Impact Study and the support of The Villas and Preserve HOAs and the City Council Sub-Committee."

Attachments:

1. 2025-09-19 Bulb-Out and Restriping Project (Updated)
2. Vineyard - Vineyard Loop Road Two-Lane Traffic Study 20251003 Signed

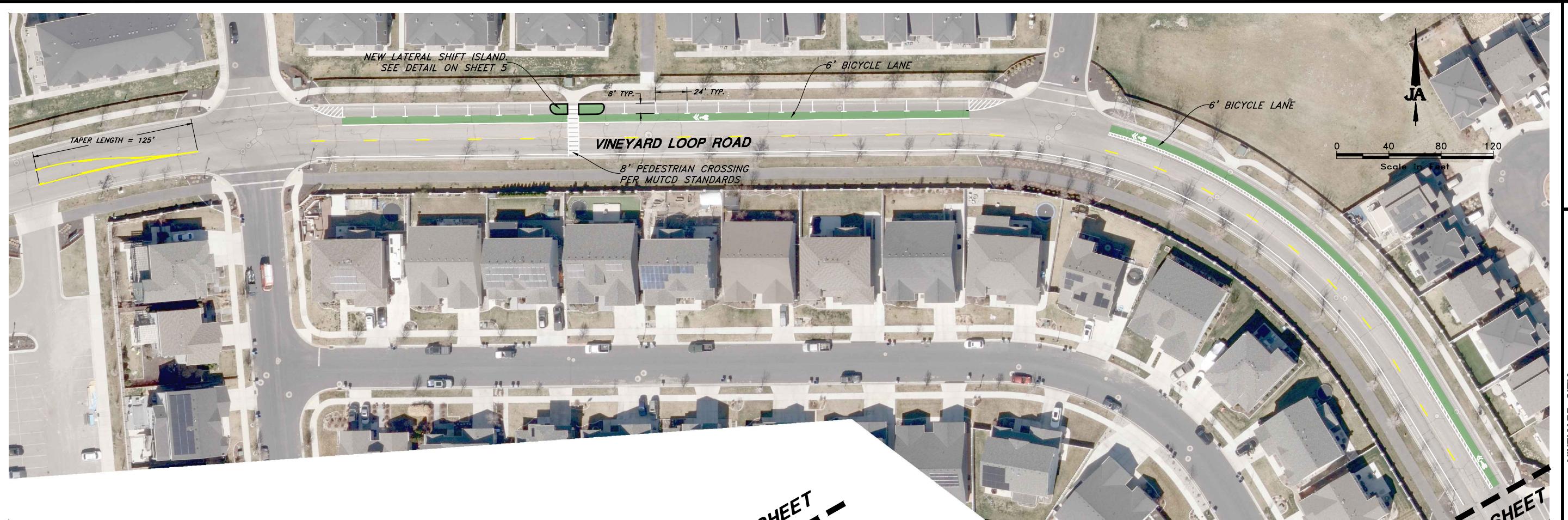


Vineyard Loop (current 23)
 -Parallel: 46
 -Angled: 33
 -Total: 79 (+56 New)

CONSULTING
ENGINEERS
JONES &
ASSOCIATES
(801) 476-9767 www.jonescivil.com

VINEYARD CITY
BULB-OUT AND RESTRIPPING PROJECT
VINEYARD LOOP ROAD (WEST)
BULB-OUT & RESTRIPPING PLAN

SCALE:	22' x 34"	MSR	DESIGNED	MSR	DRAWN
	H:1" = 40'				PJ
					CHECKED
REV.					APPR.
SHEET:	1				
OF 5 SHEETS					



CONSULTING
ENGINEERS
JONES &
ASSOCIATES
(801) 476-9767 www.jonesclv.com

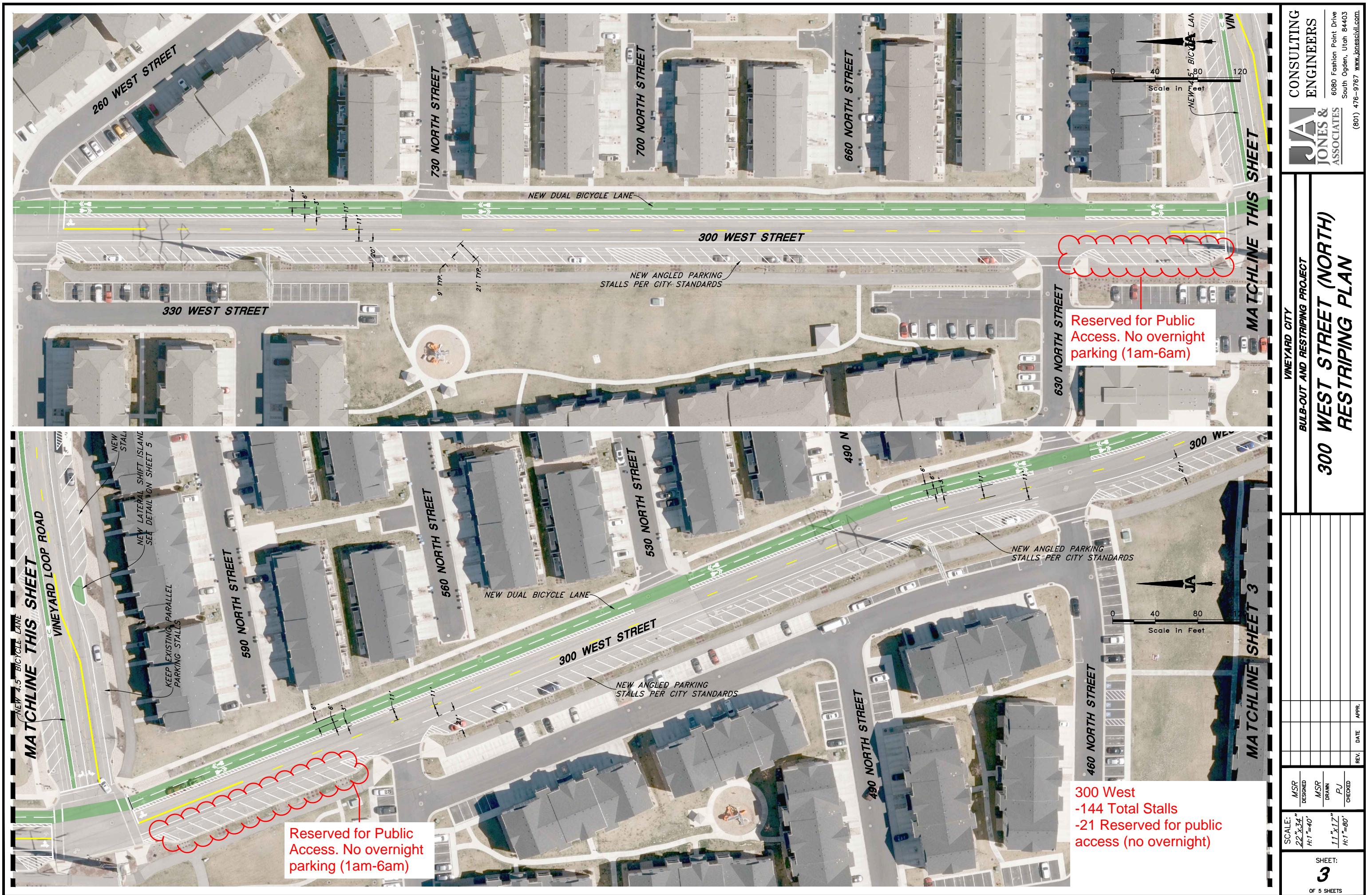
VINEYARD CITY
BULB-OUT AND RESTRIPPING PROJECT
VINEYARD LOOP ROAD (EAST)
BULB-OUT & RESTRIPPING PLAN

SCALE:	22" x 34"	MSR DESIGNED	MSR DRAWN	PJ CHECKED	REV.	DATE	APPR.
	H:1" = 40' 1.1" x 17"						

SHEET: 2
OF 5 SHEETS



Vineyard Loop (current 0)
-Parallel: 17





CONSULTING
ENGINEERS
JONES &
ASSOCIATES
6000 Fashion Point Drive
South Ogden, Utah 84403
(801) 476-9767 www.jonescivil.com

VINEYARD CITY
BULL-OUT AND RESTRIPPING PROJECT
300 WEST STREET (SOUTH)
RESTRIPPING PLAN

SCALE: 22" x 34" H:1" = 40'	MSR DESIGNED	MSR DRAWN PJ
11" x 17" H:1" = 80'		
	REV. DATE	APPR.

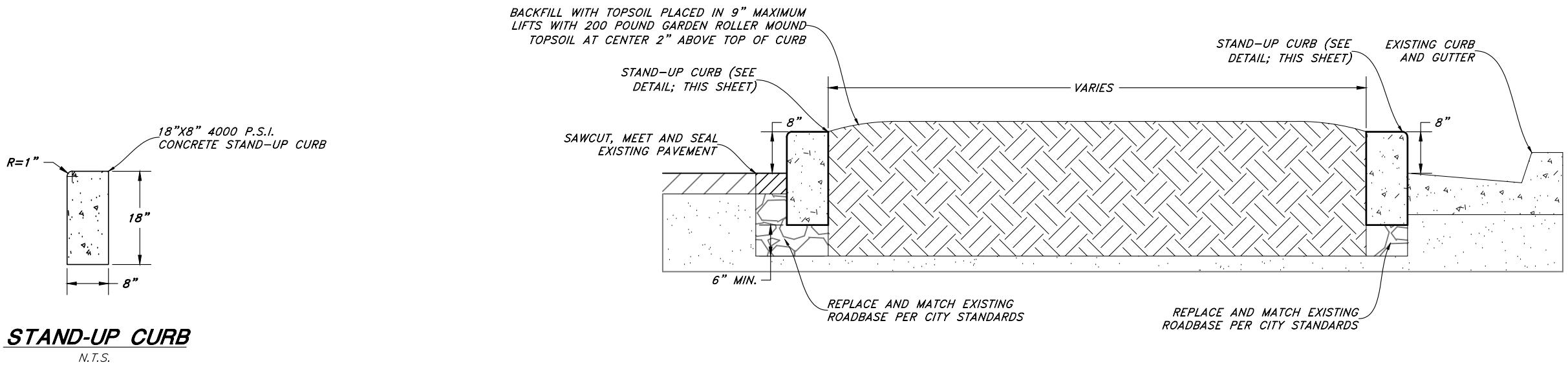
4
SHEET:
OF 5 SHEETS



DETAIL SHEET

VINEYARD CITY

BUILD-OUT AND RESTRIPPING PROJECT



SCALE: 22" x 34"	MSR DESIGNED	MSR DRAWN PJ	MSR CHECKED	APPR.
SHEET: 5 OF 5 SHEETS	REV.	DATE	REV.	DATE

MEMORANDUM

Date: October 3, 2025

To: Vineyard City

From: Hales Engineering

Subject: Vineyard Loop Road Roadway Sizing Traffic Study

UT25-3109



Introduction

This memorandum discusses potential impacts from the proposed cross-section update of Vineyard Loop Road between 300 West and Main Street in Vineyard, Utah. The updated cross-section removes the two-way left-turn lane (TWLTL) and replaces the available area with bike lanes and on-street parking. The speed limit was recently lowered from 35 mph to 25 mph, but no enhancements were made to the character of the street at the time.

Analysis Methodology

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst.

The *Highway Capacity Manual* (HCM), 7th Edition, 2022 methodology was used in this study to remain consistent with "state-of-the-practice" professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized, roundabout, and all-way stop-controlled (AWSC) intersections, the LOS is provided for the overall intersection (weighted average of all approach delays). For all other unsignalized intersections, LOS is reported based on the worst movement.

Using Synchro/SimTraffic software, which follow the HCM methodology, the peak hour LOS was computed for each study intersection. Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. The detailed LOS reports are provided in Appendix B. Hales Engineering also calculated the 95th percentile queue lengths for the study intersections using SimTraffic. The detailed queue length reports are provided in Appendix C.

Many of the figures in this report are printouts of the Synchro model. These figures are not meant to be a design exhibit for exact lane striping and design, due to the limitations of the Synchro software. Instead, the purpose of these figures is to show assumed peak hour turning movement volumes and the conceptual travel lane configuration of the study roadway network.

Traffic Volumes

Weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak period traffic counts were performed at the following intersections:

- Preserve Drive & Mallard Drive / Vineyard Loop Road
- 80 West / Vineyard Loop Road

The counts were performed on Tuesday, September 30, 2025. The morning peak hour was determined to be between 7:30 and 8:30 a.m., and the evening peak hour was determined to be between 5:00 and 6:00 p.m. Both the morning and evening peak hour volumes were used in the analysis. Detailed count data are included in Appendix A.

Based on the collected peak hour traffic counts, it is estimated that this segment of Vineyard Loop Road currently has an average daily traffic (ADT) volume of approximately 5,900 vehicles per day (vpd). Generally, a 2-lane collector, such as in the proposed cross-section, has a capacity of 11,600 vpd. It is anticipated that Vineyard Loop Road will remain well within this capacity.

Figure 1 shows the existing morning and evening peak hour volumes as well as intersection geometry at the study intersections.

Level of Service

Hales Engineering determined that all study intersections are currently operating at acceptable levels of service during the morning and evening peak hours, as shown in Table 1. These results serve as a baseline condition for the impact analysis of the proposed development during existing (2025) conditions.

Table 1: Existing (2025) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement ¹	
Description	Control	Morning Peak	Evening Peak
Preserve Drive & Mallard Drive / Vineyard Loop Road	NB/SB Stop	a (6.4) / NBL	a (7.9) / SBT
80 West / Vineyard Loop Road	NB/SB Stop	a (7.2) / NBL	a (7.9) / SBL

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.

Source: Hales Engineering, October 2025

Hales Engineering determined that all study intersections operate at acceptable levels of service during the morning and evening peak hours with the TWLTL lane removed, as shown in Table 2.



Figure 1a: Existing (2025) background morning peak hour volumes



Figure 1b: Existing (2025) background evening peak hour volumes

Table 2: Existing (2025) Two Lane Configuration Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement ¹	
Description	Control	Morning Peak	Evening Peak
Preserve Drive & Mallard Drive / Vineyard Loop Road	NB/SB Stop	a (6.1) / NBL	a (9.5) / SBT
80 West / Vineyard Loop Road	NB/SB Stop	a (6.8) / NBL	a (9.9) / NBT

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.

Source: Hales Engineering, October 2025

Auxiliary Lanes, Gap, and Traffic Calming

Auxiliary lanes are deceleration (ingress) or acceleration (egress) turn lanes that provide for safe turning movements that have less impact on through traffic. These lanes are sometimes needed at accesses or roadway intersections if right- or left-turn volumes are high enough to cause significant delays to the travel lanes or to increase safety concerns.

On busy roads, deceleration (ingress) lanes are typically recommended when there are at least 50 right-turn vehicles or 25 left-turn vehicles in an hour. However, through-volumes are low enough on Vineyard Loop Road that turning vehicles appear to have minimal impact to the operation of the roadway.

From video recordings of the study intersections, it was determined that gaps in traffic are available enough to allow left- and right-turn movements at both intersections with minimal delay and impact to the travel lanes. Additionally, speed data was collected for both east- and westbound traffic. It was determined that the 85th percentile speed for Vineyard Loop Road was 36 mph. One vehicle was observed travelling at 53 mph, which is more than double the speed limit.

With these considerations, it is anticipated that removing the TWLTL and adding delineated travel lanes with on-street parking and bike lanes would act as a traffic calming measure to reduce the observed speeds on the roadway. With these traffic calming enhancements, and removal of the center TWLTL, it is anticipated that there will be no significant impact to vehicle delays or safety along Vineyard Loop Road.

Conclusions

The findings of this study are as follows:

- The two-lane configuration is anticipated to have no significant impact to level of service or capacity at the study intersections.
- With the existing traffic, gaps for left- and right-turns are anticipated to be sufficient for vehicles to make these maneuvers without a dedicated left-turn lane.

- Effectively narrowing Vineyard Loop Road by removing the TWLTL and adding bike lanes and on-street parking would function as an effective traffic calming measure lowering the observed speeds to be more compliant with the current posted speed.

If you have any questions regarding this memorandum, please contact us at 801.766.4343.

APPENDIX A

Turning Movement Counts

All Vehicles	All	SBP	SBR	SBT	SBL	SBU	
	EBU	0	15	8	3	111	0
	EBL	0					17 WBP
	EBL	19					86 WBR
	EBT	812					0 WBT
	EBR	10					22 WBL
	EBP	34					0 WBU
			0	9	4	31	5
		NBU	NBL	NBT	NBR	NBP	

Highest Peak Hour	SBP	SBR	SBT	SBL	SBU		
	6	5	1	26	0		
	EBU	0					5 WBP
	EBL	3					11 WBR
	EBT	222					0 WBT
	EBR	2					7 WBL
	EBP	11					0 WBU
		0	1	1	9	1	
		NBU	NBL	NBT	NBR	NBP	

AM Peak Hour	SBP	SBR	SBT	SBL	SBU		
	0	2	1	31	0		
	EBU	0					9 WBP
	EBL	2					10 WBR
	EBT	209					0 WBT
	EBR	2					5 WBL
	EBP	7					0 WBU
		0	3	0	8	3	
		NBU	NBL	NBT	NBR	NBP	

PM Peak Hour	SBP	SBR	SBT	SBL	SBU		
	4	2	1	24	0		
	EBU	0					5 WBP
	EBL	8					34 WBR
	EBT	189					0 WBT
	EBR	3					5 WBL
	EBP	9					0 WBU
		0	5	1	13	2	
		NBU	NBL	NBT	NBR	NBP	

Time	Northbound				Southbound				Eastbound				Westbound				Vehicle Total	Time				
	U-T	LT	TH	RT	Ped	U-T	LT	TH	RT	Ped	U-T	LT	TH	RT	Ped	U-T	LT	TH	RT	Ped		
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	12:00 AM
12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	12:15 AM
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	12:30 AM
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	12:45 AM
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	1:00 AM
1:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	1:15 AM
1:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	1:30 AM
1:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	1:45 AM
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	2:00 AM
2:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	2:15 AM
2:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	2:30 AM
2:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	2:45 AM
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	3:00 AM
3:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	3:15 AM
3:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	3:30 AM
3:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	3:45 AM
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	4:00 AM
4:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	4:15 AM
4:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	4:30 AM
4:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	4:45 AM
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	5:00 AM
5:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	5:15 AM
5:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	5:30 AM
5:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	5:45 AM
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	6:00 AM
6:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	6:15 AM
6:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	6:30 AM
6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	6:45 AM
7:00 AM	0	0	0	2	0	0	9	0	0	0	0	0	1	51	1	1	0	0	0	1	-	7:00 AM
7:15 AM	0	0	0	1	0	0	13	0	0	0	0	0	0	55	0	4	0	1	0	1	-	7:15 AM
7:30 AM	0	2	0	4	1	0	11	0	1	0	0	1	60	0	0	0	1	0	1	4	-	7:30 AM
7:45 AM	0	0	0	1	1	0	10	0	0	0	0	0	0	52	1	3	0	0	0	4	-	7:45 AM
8:00 AM	0	0	0	3	0	0	6	1	1	0	0	0	1	46	0	4	0	3	0	2	-	8:00 AM
8:15 AM	0	1	0	0	1	0	4	0	0	0	0	0	0	51	1	0	0	1	0	3	-	8:15 AM
8:30 AM	0	0	0	5	0	0	9	0	2	0	0	0	0	75	0	4	0	1	0	2	-	8:30 AM
8:45 AM	0	0	1	1	0	0	7	0	2	6	0	2	50	1	3	0	0	0	0	4	-	8:45 AM
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	9:00 AM
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	9:15 AM
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	9:30 AM
9:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	9:45 AM
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	10:00 AM
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	10:15 AM
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	10:30 AM
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	10:45 AM
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	11:00 AM
11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	11:15 AM
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	11:30 AM

11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	1	0	0	0	0	1	0	0	0	0	1	45	1	2	0	2	0	12	1	1	1
4:15 PM	0	0	1	0	0	0	4	1	0	3	0	1	50	0	3	0	1	0	10	0	0	0
4:30 PM	0	0	0	1	0	0	7	0	0	0	0	3	42	2	0	0	3	0	6	0	0	0
4:45 PM	0	0	1	0	0	0	6	0	0	2	0	1	46	0	1	0	2	0	6	0	0	0
5:00 PM	0	1	1	2	0	0	3	0	0	0	0	3	52	1	2	0	1	0	8	1	1	1
5:15 PM	0	2	0	1	0	0	13	1	0	4	0	2	50	0	2	0	3	0	2	1	1	1
5:30 PM	0	1	0	3	1	0	3	0	1	0	0	2	43	0	4	0	0	0	15	1	1	1
5:45 PM	0	1	0	7	1	0	5	0	1	0	0	1	44	2	1	0	1	0	9	2	1	1
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	9	4	31	5	0	111	3	8	15	0	19	812	10	34	0	22	0	86	17		

-	-	-	11:45 AM
-	-	-	12:00 PM
-	-	-	12:15 PM
-	-	-	12:30 PM
-	-	-	12:45 PM
-	-	-	1:00 PM
-	-	-	1:15 PM
-	-	-	1:30 PM
-	-	-	1:45 PM
-	-	-	2:00 PM
-	-	-	2:15 PM
-	-	-	2:30 PM
-	-	-	2:45 PM
-	-	-	3:00 PM
-	63	0.25	3:15 PM
-	131	0.48	3:30 PM
-	195	0.72	3:45 PM
63	257	0.94	4:00 PM
68	266	0.92	4:15 PM
64	272	0.92	4:30 PM
62	276	0.93	4:45 PM
72	285	0.96	5:00 PM
74	213	0.72	5:15 PM
68	139	0.49	5:30 PM
71	71	0.25	5:45 PM
-	-	-	6:00 PM
-	-	-	6:15 PM
-	-	-	6:30 PM
-	-	-	6:45 PM
-	-	-	7:00 PM
-	-	-	7:15 PM
-	-	-	7:30 PM
-	-	-	7:45 PM
-	-	-	8:00 PM
-	-	-	8:15 PM
-	-	-	8:30 PM
-	-	-	8:45 PM
-	-	-	9:00 PM
-	-	-	9:15 PM
-	-	-	9:30 PM
-	-	-	9:45 PM
-	-	-	10:00 PM
-	-	-	10:15 PM
-	-	-	10:30 PM
-	-	-	10:45 PM
-	-	-	11:00 PM
-			11:15 PM
-			11:30 PM
-			11:45 PM

Counter Notes:

All Vehicles	All	SBP	SBR	SBT	SBL	SBU	
		7	16	1	216	0	
	EBU	0					8 WBP
	EBL	23					139 WBR
	EBT	0					639 WBT
	EBR	15					55 WBL
	EBP	40					0 WBU
		0	14	3	106	3	
		NBU	NBL	NBT	NBR	NBP	

Highest Peak Hour	Highest Peak Hour	SBP	SBR	SBT	SBL	SBU	
		0	1	0	40	0	
	EBU	0					3 WBP
	EBL	12					51 WBR
	EBT	0					250 WBT
	EBR	7					26 WBL
	EBP	8					0 WBU
		0	6	1	14	1	
		NBU	NBL	NBT	NBR	NBP	

All Vehicles	AM Peak Hour	SBP	SBR	SBT	SBL	SBU	
		4	9	1	70	0	
	EBU	0					2 WBP
	EBL	4					20 WBR
	EBT	0					98 WBT
	EBR	2					7 WBL
	EBP	17					0 WBU
		0	2	0	46	2	
		NBU	NBL	NBT	NBR	NBP	

All Vehicles	PM Peak Hour	SBP	SBR	SBT	SBL	SBU	
		0	1	0	40	0	
	EBU	0					3 WBP
	EBL	12					51 WBR
	EBT	0					250 WBT
	EBR	7					26 WBL
	EBP	8					0 WBU
		0	6	1	14	1	
		NBU	NBL	NBT	NBR	NBP	

Time	Northbound				Southbound				Eastbound				Westbound				Vehicle Total	Time					
	U-T	LT	TH	RT	Ped	U-T	LT	TH	RT	Ped	U-T	LT	TH	RT	Ped	U-T	LT	TH	RT	Ped			
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	12:00 AM	
12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	12:15 AM	
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	12:30 AM	
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	12:45 AM	
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	1:00 AM	
1:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	1:15 AM	
1:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	1:30 AM	
1:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	1:45 AM	
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	2:00 AM	
2:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	2:15 AM	
2:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	2:30 AM	
2:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	2:45 AM	
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	3:00 AM	
3:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	3:15 AM	
3:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	3:30 AM	
3:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	3:45 AM	
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	4:00 AM	
4:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	4:15 AM	
4:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	4:30 AM	
4:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	4:45 AM	
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	5:00 AM	
5:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	5:15 AM	
5:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	5:30 AM	
5:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	5:45 AM	
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	6:00 AM	
6:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	6:15 AM	
6:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	6:30 AM	
6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	6:45 AM	
7:00 AM	0	0	0	7	0	0	0	16	0	0	0	0	0	0	0	0	2	0	0	17	1	0	7:00 AM
7:15 AM	0	1	0	6	0	0	13	0	0	2	0	0	0	0	0	4	0	1	16	3	1	7:15 AM	
7:30 AM	0	0	0	14	0	0	27	1	4	3	0	2	0	0	0	3	0	0	23	4	0	7:30 AM	
7:45 AM	0	2	0	16	1	0	17	0	2	1	0	0	0	0	0	9	0	2	29	9	1	7:45 AM	
8:00 AM	0	0	0	11	0	0	17	0	2	0	0	1	0	0	0	5	0	3	20	6	1	8:00 AM	
8:15 AM	0	0	0	5	1	0	9	0	1	0	0	1	0	0	0	2	0	0	26	1	0	8:15 AM	
8:30 AM	0	0	1	7	0	0	13	0	2	0	0	0	0	1	0	2	0	1	22	5	0	8:30 AM	
8:45 AM	0	2	1	6	0	0	20	0	0	1	0	2	0	0	0	4	0	1	27	2	0	8:45 AM	
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9:00 AM	
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9:15 AM	
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9:30 AM	
9:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9:45 AM	
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10:00 AM	
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10:15 AM	
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10:30 AM	
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10:45 AM	
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11:00 AM	
11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11:15 AM	
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11:30 AM	

11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	0	0	2	0	0	14	0	1	0	0	1	0	0	1	0	5	46	19	1
4:15 PM	0	1	0	5	0	0	12	0	2	0	0	1	0	3	2	0	6	58	14	0
4:30 PM	0	1	0	8	0	0	9	0	0	0	0	2	0	2	0	0	6	47	12	1
4:45 PM	0	1	0	5	0	0	9	0	1	0	0	1	0	0	0	0	2	58	12	0
5:00 PM	0	1	0	3	0	0	8	0	0	0	0	1	0	3	1	0	6	58	11	0
5:15 PM	0	0	0	4	0	0	9	0	0	0	0	1	0	0	2	0	4	59	15	1
5:30 PM	0	4	1	5	1	0	14	0	0	0	0	5	0	3	4	0	10	67	16	2
5:45 PM	0	1	0	2	0	0	9	0	1	0	0	5	0	1	1	0	6	66	9	0
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	14	3	106	3	0	216	1	16	7	0	23	0	15	40	0	55	639	139	8

-	-	-	11:45 AM
-	-	-	12:00 PM
-	-	-	12:15 PM
-	-	-	12:30 PM
-	-	-	12:45 PM
-	-	-	1:00 PM
-	-	-	1:15 PM
-	-	-	1:30 PM
-	-	-	1:45 PM
-	-	-	2:00 PM
-	-	-	2:15 PM
-	-	-	2:30 PM
-	-	-	2:45 PM
-	-	-	3:00 PM
-	88	0.25	3:15 PM
-	190	0.47	3:30 PM
-	277	0.68	3:45 PM
88	366	0.90	4:00 PM
102	369	0.90	4:15 PM
87	359	0.98	4:30 PM
89	397	0.79	4:45 PM
91	408	0.82	5:00 PM
92	317	0.63	5:15 PM
125	225	0.45	5:30 PM
100	100	0.25	5:45 PM
-	-	-	6:00 PM
-	-	-	6:15 PM
-	-	-	6:30 PM
-	-	-	6:45 PM
-	-	-	7:00 PM
-	-	-	7:15 PM
-	-	-	7:30 PM
-	-	-	7:45 PM
-	-	-	8:00 PM
-	-	-	8:15 PM
-	-	-	8:30 PM
-	-	-	8:45 PM
-	-	-	9:00 PM
-	-	-	9:15 PM
-	-	-	9:30 PM
-	-	-	9:45 PM
-	-	-	10:00 PM
-	-	-	10:15 PM
-	-	-	10:30 PM
-	-	-	10:45 PM
-	-	-	11:00 PM
-			11:15 PM
-			11:30 PM
-			11:45 PM

Counter Notes:

APPENDIX B

LOS Results

SimTraffic LOS Report

Project: Vineyard - 600 North Roadway Sizing TS
Analysis Period: Existing (2025) Background
Time Period: Morning Peak Hour Project #: UT25-3109

Intersection: 80 West & Vineyard Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	2	1	50	7.2	A
	R	46	46	100	4.6	A
	Subtotal	48	47	98	4.7	A
SB	L	70	74	105	7.0	A
	T	1	1	100	5.8	A
	R	9	9	103	3.5	A
	Subtotal	80	84	105	6.6	A
EB	L	4	4	94	2.2	A
	T	251	250	100	0.6	A
	R	2	2	100	0.6	A
	Subtotal	257	256	100	0.6	A
WB	L	7	6	83	2.5	A
	T	98	97	99	0.3	A
	R	20	19	94	0.2	A
	Subtotal	125	122	98	0.4	A
Total		511	509	100	1.9	A

Intersection: Mallard Drive/Preserve Drive & Vineyard Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	3	2	62	6.4	A
	R	8	8	103	3.3	A
	Subtotal	11	10	91	3.9	A
SB	L	31	31	100	6.0	A
	T	1	1	100	4.2	A
	R	2	2	100	2.8	A
	Subtotal	34	34	100	5.8	A
EB	L	2	2	100	1.6	A
	T	218	216	99	0.6	A
	R	2	2	100	0.3	A
	Subtotal	222	220	99	0.6	A
WB	L	5	4	76	2.6	A
	T	94	94	100	0.2	A
	R	10	9	92	0.3	A
	Subtotal	109	107	98	0.3	A
Total		376	371	99	1.1	A

SimTraffic LOS Report

Project: Vineyard - 600 North Roadway Sizing TS
Analysis Period: Existing (2025) Background
Time Period: Evening Peak Hour **Project #:** UT25-3109

Intersection: 80 West & Vineyard Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	6	6	96	6.5	A
	T	1	2	200	7.3	A
	R	14	14	102	3.7	A
	Subtotal	21	22	105	4.8	A
SB	L	40	40	101	7.9	A
	R	1	2	200	3.7	A
	Subtotal	41	42	102	7.7	A
EB	L	12	15	122	3.3	A
	T	207	205	99	0.5	A
	R	7	7	97	0.4	A
	Subtotal	226	227	100	0.7	A
WB	L	26	26	100	2.4	A
	T	250	250	100	0.7	A
	R	51	50	98	0.4	A
	Subtotal	327	326	100	0.8	A
Total		615	617	100	1.3	A

Intersection: Mallard Drive/Preserve Drive & Vineyard Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	4	76	6.4	A
	T	1	1	100	4.7	A
	R	13	12	94	3.8	A
	Subtotal	19	17	89	4.5	A
SB	L	24	25	104	7.7	A
	T	1	1	100	7.9	A
	R	2	2	100	4.0	A
	Subtotal	27	28	104	7.4	A
EB	L	8	9	109	3.2	A
	T	189	189	100	0.6	A
	R	3	3	100	0.3	A
	Subtotal	200	201	101	0.7	A
WB	L	5	5	95	1.8	A
	T	218	217	100	0.6	A
	R	34	35	102	0.4	A
	Subtotal	257	257	100	0.6	A
Total		504	503	100	1.1	A

SimTraffic LOS Report

Project: Vineyard - 600 North Roadway Sizing TS
Analysis Period: Existing (2025) Background - Two-Lane
Time Period: Morning Peak Hour **Project #:** UT25-3109

Intersection: 80 West & Vineyard Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	2	1	50	6.8	A
	R	46	47	102	4.5	A
	Subtotal	48	48	100	4.5	A
SB	L	70	73	104	6.7	A
	T	1	1	100	6.5	A
	R	9	9	103	3.5	A
	Subtotal	80	83	104	6.4	A
EB	L	4	4	94	2.0	A
	T	251	253	101	0.6	A
	R	2	2	100	0.7	A
	Subtotal	257	259	101	0.6	A
WB	L	7	6	83	2.6	A
	T	98	100	102	0.3	A
	R	20	20	99	0.2	A
	Subtotal	125	126	101	0.4	A
Total		511	516	101	1.9	A

Intersection: Mallard Drive/Preserve Drive & Vineyard Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	3	2	62	6.1	A
	R	8	9	116	3.1	A
	Subtotal	11	11	100	3.6	A
SB	L	31	30	97	5.9	A
	T	1	1	100	3.7	A
	R	2	2	100	2.7	A
	Subtotal	34	33	97	5.6	A
EB	L	2	2	100	1.4	A
	T	218	219	100	0.7	A
	R	2	2	100	0.3	A
	Subtotal	222	223	100	0.7	A
WB	L	5	5	95	2.4	A
	T	94	97	103	0.3	A
	R	10	10	103	0.2	A
	Subtotal	109	112	103	0.4	A
Total		376	379	101	1.1	A

SimTraffic LOS Report

Project: Vineyard - 600 North Roadway Sizing TS
Analysis Period: Existing (2025) Background - Two-Lane
Time Period: Evening Peak Hour **Project #:** UT25-3109

Intersection: 80 West & Vineyard Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	6	6	96	5.9	A
	T	1	1	100	9.9	A
	R	14	14	102	3.9	A
	Subtotal	21	21	100	4.8	A
SB	L	40	40	101	7.8	A
	R	1	2	200	3.6	A
	Subtotal	41	42	102	7.6	A
EB	L	12	14	114	3.2	A
	T	207	206	100	0.6	A
	R	7	7	97	0.5	A
	Subtotal	226	227	100	0.8	A
WB	L	26	26	100	2.4	A
	T	250	249	100	0.7	A
	R	51	48	94	0.5	A
	Subtotal	327	323	99	0.8	A
Total		615	613	100	1.4	A

Intersection: Mallard Drive/Preserve Drive & Vineyard Loop Road
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	5	4	76	5.0	A
	T	1	1	100	4.5	A
	R	13	13	102	3.6	A
	Subtotal	19	18	95	4.0	A
SB	L	24	25	104	7.0	A
	T	1	1	100	9.5	A
	R	2	2	100	3.5	A
	Subtotal	27	28	104	6.8	A
EB	L	8	9	109	2.9	A
	T	189	190	101	0.6	A
	R	3	4	133	0.4	A
	Subtotal	200	203	102	0.7	A
WB	L	5	5	95	1.8	A
	T	218	217	100	0.6	A
	R	34	35	102	0.4	A
	Subtotal	257	257	100	0.6	A
Total		504	506	100	1.1	A

APPENDIX C

95th Percentile Queue Length Reports

SimTraffic Queueing Report**Project: Vineyard - 600 North Roadway Sizing TS****Analysis: Existing (2025) Background****Time Period: Morning Peak Hour**95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft**HALES**  **ENGINEERING**
innovative transportation solutions**Project #: UT25-3109**

Intersection	NB	SB	EB	WB
	LTR	LTR	L TR	L TR
01: 80 West & Vineyard Loop Road	50	75		
02: Mallard Drive/Preserve Drive & Vineyard Loop Road	50	50		

SimTraffic Queueing Report**Project: Vineyard - 600 North Roadway Sizing TS****Analysis: Existing (2025) Background****Time Period: Evening Peak Hour**95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft**HALES**  **ENGINEERING**
innovative transportation solutions**Project #: UT25-3109**

Intersection	NB	SB	EB	WB
	LTR	LTR	L TR	L TR
01: 80 West & Vineyard Loop Road	50	75		25
02: Mallard Drive/Preserve Drive & Vineyard Loop Road	50	50		

SimTraffic Queueing Report

Project: Vineyard - 600 North Roadway Sizing TS

Analysis: Existing (2025) Background - Two-Lane

Time Period: Morning Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES  ENGINEERING

innovative transportation solutions

Project #: UT25-3109

Intersection	NB	SB	EB	W B
	LTR	LTR	LTR	LTR
01: 80 West & Vineyard Loop Road	50	75		
02: Mallard Drive/Preserve Drive & Vineyard Loop Road	50	50		

SimTraffic Queueing Report**Project: Vineyard - 600 North Roadway Sizing TS****Analysis: Existing (2025) Background - Two-Lane****Time Period: Evening Peak Hour**95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

innovative transportation solutions

Project #: UT25-3109

Intersection	NB	SB	EB	W B
	LTR	LTR	LTR	LTR
01: 80 West & Vineyard Loop Road	50	75	50	50
02: Mallard Drive/Preserve Drive & Vineyard Loop Road	50	50		



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 8, 2025

Agenda Item: PUBLIC HEARING — Adoption of the Fiscal Year 2025-2026 Working Budget After Amendment #2 (Resolution 2025-47) *(This item was moved from the September 24, 2025, City Council Meeting.)*

Department: Finance

Presenter: Kristie Bayles

Background/Discussion:

Utah Code Section 10-6-128 allows for the amendment of the City's budget up until the last day of the fiscal year for which the budget applies. City Staff recommends the amendment of the Vineyard City Fiscal Year 2025 – 2026 Budget for various items as outlined in the attached detail worksheet.

Fiscal Impact:

General Fund: -\$236,419

Impact Fees: -\$209,000

Water Fund: -\$1,101

Sewer Fund: -\$4,695

Stormwater: \$3,974

Transportation fund: -\$170,859

Internal Services Fund: \$41,765

Recommendation:

Approval of the resolution.

Sample Motion:

I move to adopt Resolution 2025-47 the Vineyard City Fiscal Year 2025 – 2026 Budget Amendment #2 as presented by staff.

Attachments:

1. Resolution 2025-47 - FY2025-2026 Budget Amend #2
2. FY26 Working Budget after Amendment #2 10.06.2025

RESOLUTION NO. 2025-47

A RESOLUTION AMENDING THE VINEYARD CITY BUDGET FOR THE 2025-2026 FISCAL YEAR.

WHEREAS, the City Council of Vineyard, Utah has previously adopted a budget for the 2025-2026 fiscal year in accordance with the Utah Fiscal Procedures Act for cities; and

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

WHEREAS, a public hearing was held on the 10th day of September 2025, on the proposed amendments to the 2025-2026 fiscal year budget for the city of Vineyard, Utah.

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

1. The attached exhibit A shows the amendments to the Fiscal Year 2025-2026 budget for the city of Vineyard, Utah.
2. This resolution shall take effect upon passing.

Passed and dated this 10th day of September 2025.

Mayor Julie Fullmer

Attest:

Tony Lara, Deputy City Recorder





VINEYARD
STAY CONNECTED

**FY 2025-2026 Working Budget
After Amendment #2
October 8, 2025**

GENERAL FUND SUMMARY 2026

	ACTUAL FY 22-23	ACTUAL FY 23-24	FINAL FY 24-25	BUDGET FY 25-26	AMEND #1 BUDGET	AMEND #2 BUDGET
REVENUES:						
PROPERTY TAXES	\$ 3,261,171	\$ 3,683,386	\$ 4,849,636	\$ 4,950,000	\$ 4,950,000	
TRANSPORTATION TAXES	296,945	375,439	310,000	430,000	430,000	
SALES TAX	3,150,801	3,204,125	3,450,000	3,588,000	3,588,000	
RAP TAX	208,953	220,225	220,000	235,000	235,000	
FRANCHISE TAX	892,696	824,467	915,000	951,600	951,600	
BUSINESS LICENSES & PERMITS	15,460	17,261	15,000	17,500	17,500	
BUILDING PERMITS	265,675	781,423	900,000	900,000	900,000	
FIRE INSPECTION & PLAN REVIEW FEES	8,420	25,112	15,000	15,000	15,000	
CLASS B&C ROAD FUNDS	515,957	541,193	495,000	529,650	529,650	
GRANT REVENUE	9,995	10,686	-	-	-	
DEVELOPMENT FEES	219,311	470,627	327,300	370,000	370,000	
SANITATION FEES	559,156	583,085	640,000	797,610	797,610	
INSPECTION FEES	120,323	206,911	200,000	375,000	375,000	
RECREATION FEES	162,334	170,164	198,000	222,000	222,000	
FINES & FORFEITURES	-	700	1,000	1,000	1,000	
CREDIT CARD FEES	7,026	4,976	5,000	6,500	6,500	
INTEREST EARNINGS	166,048	251,081	150,000	225,000	225,000	
RENTS	20,838	21,558	20,000	20,000	20,000	
LIBRARY FEES	5	-	-	-	-	
SPONSORSHIPS	30,550	30,455	35,000	45,000	45,000	
MISCELLANEOUS REVENUE	27,689	8,851	9,972	10,000	10,000	
DONATIONS	1,000	1,345	4,766	-	1,449	
USE OF PRIOR YEAR FUND BALANCE	-	-	22,213	143,839	380,258	
TOTAL REVENUE	\$ 9,940,351	\$ 11,433,070	\$ 12,782,887	\$ 13,832,699	\$ 14,070,567	
TRANSFERS IN:						
TRANSFER FROM RDA FUND	\$ 330,138	\$ 373,974	\$ 399,002	\$ 528,000	\$ 528,000	
TRANSFER FROM CAPITAL PROJECTS	-	-	924,364	1,578,330	1,358,330	
TOTAL TRANSFERS IN	\$ 330,138	\$ 373,974	\$ 1,323,366	\$ 2,106,330	\$ 1,886,330	
TOTAL REVENUE & TRANSFERS IN	\$ 10,270,489	\$ 11,807,044	\$ 14,106,253	\$ 15,939,029	\$ 15,956,897	
GENERAL FUND EXPENDITURES:						
MAYOR & COUNCIL	\$ 100,366	\$ 121,651	\$ 219,013	\$ 240,975	\$ 240,975	
CITY MANAGER	137,192	168,776	223,907	218,072	218,139	
RECORDER	192,536	191,418	217,496	277,091	240,560	
FINANCE	247,385	284,192	380,871	372,396	368,511	
COMMUNICATIONS	156,960	280,913	335,190	253,815	244,768	
PLANNING	446,975	481,294	716,373	756,917	774,658	
BUILDING	386,860	443,187	654,594	712,421	701,240	
POLICE	2,328,474	2,815,769	3,349,422	4,095,625	4,103,125	
FIRE	1,654,069	1,379,625	2,250,807	2,520,710	2,574,600	
LIBRARY	29,979	54,609	97,120	121,518	121,518	
PUBLIC WORKS	745,006	687,503	816,918	901,743	900,159	
ENGINEERING	152,492	141,201	210,684	206,805	210,362	
SANITATION	493,381	530,752	598,736	675,675	675,675	
PARKS	618,442	825,148	1,029,663	1,108,619	1,117,111	
RECREATION	359,798	402,811	511,016	566,832	559,475	
SPECIAL EVENTS	152,440	175,417	256,675	275,148	275,148	
NON-DEPARTMENTAL	57,076	79,053	187,650	222,180	222,180	
TOTAL DEPT ALLOCATIONS	\$ 8,384,686	\$ 9,063,319	\$ 12,056,134	\$ 13,526,542	\$ 13,548,204	
TRANSFERS OUT:						
TRANSFER TO WASTEWATER FUND	\$ -	\$ 11,055	\$ -	\$ -	\$ -	
TRANSFER TO STORMWATER FUND	-	26,661	570	243,927	240,133	
TRANSFER TO TRANSPORTATION FUND	689,594	375,439	1,098,814	959,650	959,650	
TRANSFER TO CAPITAL PROJECTS FUND	523,952	1,520,225	220,000	235,000	235,000	
TRANSFER TO INTERNAL SERVICE FUND	433,001	769,904	730,734	973,910	973,910	
TRANSFER TO DEBT SERVICE FUND	-	-	-	-	-	
TOTAL TRANSFERS OUT:	\$ 1,646,547	\$ 2,703,285	\$ 2,050,119	\$ 2,412,487	\$ 2,408,693	
TOTAL EXP. & TRANS.OUT	\$ 10,031,233	\$ 11,766,604	\$ 14,106,253	\$ 15,939,029	\$ 15,956,897	
OPERATING SURPLUS (DEFICIT)	\$ 239,256	\$ 40,441	\$ 0	\$ 0	\$ 0	

GENERAL FUND REVENUES	FY23 ACTUAL	FY24 ACTUAL	FINAL FY25 BUDGET	AMEND #1 FY26 BUDGET	AMEND #2 FY26 BUDGET
Property Tax	\$ 3,261,171	\$ 3,683,386	\$ 4,849,636	\$ 4,950,000	\$ 4,950,000
Sales Tax - Includes Transient	3,150,801	3,204,125	3,450,000	3,588,000	3,588,000
RAP Tax	208,953	220,225	220,000	235,000	235,000
Transportation Tax	296,945	375,439	310,000	430,000	430,000
Franchise Tax	892,696	824,467	915,000	951,600	951,600
Total Taxes	\$ 7,810,566	\$ 8,307,642	\$ 9,744,636	\$ 10,154,600	\$ 10,154,600
Business Licenses & Permits	\$ 15,460	\$ 17,261	\$ 15,000	\$ 17,500	\$ 17,500
Building Permits	265,675	781,423	900,000	900,000	900,000
Fire Inspection & Plan Review Fees	8,420	25,112	15,000	15,000	15,000
Total Licenses & Permits	\$ 289,554	\$ 823,796	\$ 930,000	\$ 932,500	\$ 932,500
Class B&C Road Funds	\$ 515,957	\$ 541,193	\$ 495,000	\$ 529,650	\$ 529,650
Grant Revenue	9,995	10,686	-	-	-
Total Intergovernmental Revenue	\$ 525,952	\$ 551,879	\$ 495,000	\$ 529,650	\$ 529,650
Development Fees	\$ 219,311	\$ 470,627	\$ 327,300	\$ 370,000	\$ 370,000
Library Fees	5	-	-	-	-
Inspection Fees	120,323	206,911	200,000	375,000	375,000
Sanitation Fees	559,156	583,085	640,000	797,610	797,610
Recreation Fees	162,334	170,164	198,000	222,000	222,000
Fines & Forfeitures	-	700	1,000	1,000	1,000
Interest Earnings	166,048	251,081	150,000	225,000	225,000
Rents	20,838	21,558	20,000	20,000	20,000
Sponsorships	30,550	30,455	35,000	45,000	45,000
Credit Card Fees	7,026	4,976	5,000	6,500	6,500
Miscellaneous Revenues	27,689	8,851	9,972	10,000	10,000
Donations	1,000	1,345	2,898	-	1,449
Skate Park Donations - RESTRICTED	-	-	1,868	-	-
Beg. Fund Appropriation	-	-	22,213	143,839	380,258
Total Misc Revenue	\$ 1,314,279	\$ 1,749,753	\$ 1,613,251	\$ 2,215,949	\$ 2,453,817
Transfer from RDA Fund - Tax Admin	\$ 330,138	\$ 373,974	\$ 399,002	\$ 528,000	\$ 528,000
Transfer from Capital Projects	\$ -	\$ -	\$ 924,364	\$ 1,578,330	\$ 1,358,330
TOTAL GENERAL FUND REV	\$ 10,270,489	\$ 11,807,044	\$ 14,106,253	\$ 15,939,029	\$ 15,956,897
TOTAL GENERAL FUND EXPEND	\$ 10,031,233	\$ 11,766,604	\$ 14,106,253	\$ 15,939,029	\$ 15,956,897
Surplus (Deficit)	\$ 239,256	\$ 40,441	\$ 0	\$ 0	\$ 0

MAYOR & MUNICIPAL COUNCIL

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26
Mayor & Council								
10	0101	4001	Full Time Regular	\$ -	\$ 1,338	\$ 93,572	\$ 97,350	\$ 97,350
10	0101	4002	Part Time Regular	86,430	95,947	62,108	72,302	72,302
10	0101	4008	Compensation Adjustments	-	-	2,602	6,170	6,170
10	0101	4051	Retirement & Taxes	3,473	4,186	23,431	23,528	23,528
10	0101	4053	Insurance	-	-	9,600	9,600	9,600
10	0101	4105	Membership Dues & Subscriptions	\$ -	\$ -	\$ 500	\$ 600	\$ 600
10	0101	4108	Meetings	625	4,309	4,500	9,300	9,300
10	0101	4257	Programs	3,799	10,009	11,500	8,000	8,000
10	0101	4355	Miscellaneous	801	147	1,500	2,000	2,000
10	0101	4413	Training	4,194	3,468	5,200	6,500	6,500
10	0101	4414	Travel	1,044	2,247	4,500	5,625	5,625
Total Mayor & Council				\$ 100,366	\$ 121,651	\$ 219,013	\$ 240,975	\$ 240,975

CITY MANAGER

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET
City Manager								
10	0201	4001	Full Time Regular	\$ 79,153	\$ 103,233	\$ 128,299	\$ 132,036	\$ 132,036
10	0201	4006	Other Compensation	600	750	600	-	-
10	0201	4007	Car Allowance	3,600	4,000	4,200	4,200	4,200
10	0201	4008	Compensation Adjustments	-	-	2,311	4,546	4,546
10	0201	4051	Retirement & Taxes	18,701	23,248	30,971	25,481	25,481
10	0201	4053	Insurance	15,411	14,546	22,600	15,820	15,887
10	0201	4105	Membership Dues & Subscriptions	\$ 9,445	\$ 15,225	\$ 12,825	\$ 13,650	\$ 13,650
10	0201	4108	Meetings	3,313	2,526	4,500	4,500	4,500
10	0201	4109	Special Events	2,525	-	3,000	3,000	3,000
10	0201	4355	Miscellaneous	3,315	761	3,500	3,740	3,740
10	0201	4413	Training	660	2,469	7,300	7,300	7,300
10	0201	4414	Travel	469	2,018	3,800	3,800	3,800
Total City Manager				\$ 137,192	\$ 168,776	\$ 223,907	\$ 218,072	\$ 218,139

RECORDER

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26
Recorder								
10	0301	4001	Full Time Regular	\$ 77,493	\$ 113,192	\$ 116,840	\$ 119,124	119,124
10	0301	4002	Part Time Regular	32,308	793	-	-	-
10	0301	4005	Overtime	199	110	-	596	596
10	0301	4006	Other Compensation	520	600	600	600	600
10	0301	4008	Compensation Adjustments	-	-	2,134	4,689	4,689
10	0301	4051	Retirement & Taxes	26,649	28,513	29,637	65,108	27,499
10	0301	4053	Insurance	15,445	30,581	32,920	32,920	33,997
10	0301	4103	Public Notices	\$ 800	\$ 335	\$ 10,000	\$ 10,000	\$ 10,000
10	0301	4105	Membership Dues & Subscriptions	355	765	975	1,565	1,565
10	0301	4108	Meetings	-	271	240	240	240
10	0301	4110	Postage	-	-	50	50	50
10	0301	4151	Equipment	36,954	53	-	-	-
10	0301	4301	Contract Services	-	14,499	18,000	36,000	36,000
10	0301	4355	Miscellaneous	171	140	1,000	1,000	1,000
10	0301	4413	Training	593	688	1,100	1,200	1,200
10	0301	4414	Travel	1,049	878	4,000	4,000	4,000
Total Recorder				\$ 192,536	\$ 191,418	\$ 217,496	\$ 277,091	\$ 240,560

FINANCE

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET
Finance								
10	0401	4001	Full Time Regular	\$ 113,193	\$ 132,136	\$ 147,681	\$ 138,238	\$ 138,238
10	0401	4002	Part Time Regular	35,439	38,921	45,887	65,504	65,504
10	0401	4003	Seasonal Employees	6,518	6,731	13,853	14,321	14,321
10	0401	4005	Overtime	91	8	-	-	-
10	0401	4006	Other Compensation	1,947	1,243	960	1,200	1,200
10	0401	4007	Car Allowance	2,400	2,200	2,400	2,400	2,400
10	0401	4008	Compensation Adjustments	-	-	3,297	6,092	6,092
10	0401	4051	Retirement & Taxes	27,203	30,408	39,790	28,526	28,526
10	0401	4053	Insurance	12,590	11,524	29,653	14,990	10,080
10	0401	4105	Membership Dues & Subscriptions	\$ 425	\$ 849	\$ 1,125	\$ 1,485	\$ 1,610
10	0401	4108	Meetings	402	303	600	1,200	1,200
10	0401	4301	Contract Services	9,275	12,515	33,500	33,990	33,990
10	0401	4352	Bank Fees	30,354	38,706	48,000	50,000	50,000
10	0401	4355	Miscellaneous	285	1,242	2,125	2,375	2,375
10	0401	4413	Training	4,469	4,235	4,000	4,075	3,775
10	0401	4414	Travel	2,794	3,171	8,000	8,000	9,200
Total Finance				\$ 247,385	\$ 284,192	\$ 380,871	\$ 372,396	\$ 368,511

COMMUNICATIONS

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26
Communications								
10	0601	4001	Full Time Regular	\$ 123,300	\$ 127,700	\$ 88,981	\$ 91,840	\$ 91,840
10	0601	4002	Part Time Regular	2,066	1,856	52,873	49,486	49,486
10	0601	4005	Overtime	180	12	-	-	-
10	0601	4006	Other Compensation	1,260	690	600	-	-
10	0601	4008	Compensation Adjustments	-	-	2,110	4,663	4,663
10	0601	4051	Retirement & Taxes	25,500	24,330	26,887	24,487	24,487
10	0601	4053	Insurance	510	5,824	27,790	27,790	18,743
10	0601	4108	Meetings	\$ 366	\$ 786	\$ 600	\$ 1,400	\$ 1,400
10	0601	4151	Equipment	236	587	650	700	700
10	0601	4152	Supplies	-	391	500	2,250	2,250
10	0601	4257	Communities That Care	2,950	14,138	31,000	31,000	31,000
10	0601	4355	Miscellaneous	-	102,518	101,600	16,200	16,200
10	0601	4413	Training	290	383	1,100	1,900	1,900
10	0601	4414	Travel	305	1,698	500	2,100	2,100
Total Communications				\$ 156,960	\$ 280,913	\$ 335,190	\$ 253,815	\$ 244,768

PLANNING

FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	FINAL BUDGET FY 24-25	AMEND #1	AMEND #2
							BUDGET FY 25-26	BUDGET FY 25-26
Planning								
10	0701	4001	Full Time Regular	\$ 234,314	\$ 272,166	\$ 354,959	\$ 348,494	\$ 361,501
10	0701	4002	Part Time Regular	40,712	62,229	69,002	71,392	71,392
10	0701	4005	Overtime	3,852	1,921	-	-	-
10	0701	4006	Other Compensation	870	536	960	-	-
10	0701	4007	Car Allowance	1,286	1,300	1,300	1,300	1,300
10	0701	4008	Compensation Adjustments	-	-	7,627	17,003	17,095
10	0701	4051	Retirement & Taxes	56,204	74,272	100,514	89,525	92,365
10	0701	4053	Insurance	36,483	44,579	81,544	71,373	73,174
10	0701	4105	Membership Dues & Subscriptions	\$ 51,054	\$ 1,313	\$ 8,825	\$ 8,864	\$ 8,864
10	0701	4108	Meetings	2,039	2,282	9,000	10,500	10,500
10	0701	4301	Contract Services	2,658	184	47,000	99,000	99,000
10	0701	4355	Miscellaneous	7,364	4,264	14,710	18,510	18,510
10	0701	4413	Training	4,437	7,797	10,959	10,284	10,284
10	0701	4414	Travel	5,702	8,451	9,973	10,673	10,673
Total Planning				\$ 446,975	\$ 481,294	\$ 716,373	\$ 756,917	\$ 774,658

BUILDING

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET
Building								
10	0801	4001	Full Time Regular	\$ 287,583	\$ 339,407	\$ 413,587	\$ 453,153	\$ 453,153
10	0801	4002	Part Time Regular	14,880	-	-	-	-
10	0801	4003	Seasonal Employee	6,086	6,185	10,834	11,213	11,213
10	0801	4006	Other Compensation	180	300	360	-	-
10	0801	4007	Car Allowance	400	-	2,400	-	-
10	0801	4008	Compensation Adjustments	-	-	7,651	17,990	17,961
10	0801	4051	Retirement & Taxes	60,448	75,017	102,205	102,410	101,865
10	0801	4053	Insurance	4,191	9,234	59,686	62,086	51,478
10	0801	4105	Membership Dues & Subscriptions	\$ 1,004	\$ 1,313	\$ 2,760	\$ 5,460	\$ 5,460
10	0801	4108	Meetings	492	399	2,160	2,160	2,160
10	0801	4151	Equipment	-	1,083	3,500	3,500	3,500
10	0801	4152	Supplies	4,832	2,845	4,000	4,000	4,000
10	0801	4154	Uniforms	424	622	900	900	900
10	0801	4301	Contract Services	900	-	20,000	25,000	25,000
10	0801	4355	Miscellaneous	1,099	254	4,000	4,000	4,000
10	0801	4413	Training	2,042	4,060	10,550	10,550	10,550
10	0801	4414	Travel	2,189	2,467	10,000	10,000	10,000
Total Building				\$ 386,860	\$ 443,187	\$ 654,594	\$ 712,421	\$ 701,240

POLICE

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET
Police								
10	0901	4001	Full Time Regular	\$ -	\$ 6,476	\$ -	\$ -	\$ -
10	0901	4002	Part Time Regular		35,452	40,981	51,877	51,140
10	0901	4051	Retirement & Taxes		1,376	2,622	4,643	4,577
10	0901	4151	Equipment	\$ -	\$ -	\$ 2,850	\$ 2,850	\$ 2,850
10	0901	4154	Uniforms		-	3,000	3,000	3,000
10	0901	4301	Contract Services		2,291,436	2,765,443	3,286,053	4,033,058
10	0901	4355	Miscellaneous		210	140	1,000	1,000
Total Police				\$ 2,328,474	\$ 2,815,769	\$ 3,349,422	\$ 4,095,625	\$ 4,103,125

FIRE SERVICES

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET
Fire Services								
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	FINAL FY 24-25	AMEND #1 FY 25-26	AMEND #2 FY 25-26
10	1001	4301	Contract Services	\$ 1,654,069	\$ 1,379,625	\$ 2,250,807	\$ 2,520,710	\$ 2,574,600
			Total Fire Services	\$ 1,654,069	\$ 1,379,625	\$ 2,250,807	\$ 2,520,710	\$ 2,574,600

LIBRARY

FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	FINAL BUDGET FY 24-25	AMEND #1	AMEND #2
							BUDGET FY 25-26	BUDGET FY 25-26
Library								
10	1101	4001	Full Time Regular	\$ -	\$ 455	\$ 39,012	\$ 46,463	\$ 46,463
10	1101	4002	Part Time Regular	\$ 6,829	\$ 27,741	\$ 4,064	\$ 18,935	\$ 18,935
10	1101	4008	Compensation Adjustments	\$ -	\$ -	\$ 942	\$ 2,758	\$ 2,758
10	1101	4051	Retirement & Taxes	\$ 99	\$ 3,048	\$ 9,781	\$ 11,842	\$ 11,842
10	1101	4053	Insurance	\$ -	\$ -	\$ 9,600	\$ 9,600	\$ 9,600
10	1101	4105	Membership Dues & Subscriptions	\$ -	\$ 30	\$ 130	\$ 130	\$ 130
10	1101	4108	Meetings	\$ -	\$ 120	\$ 220	\$ 220	\$ 220
10	1101	4151	Equipment	\$ -	\$ 787	\$ 1,825	\$ 1,825	\$ 1,825
10	1101	4152	Supplies	\$ 4,855	\$ 2,792	\$ 1,850	\$ 1,850	\$ 1,850
10	1101	4257	Programs	\$ 18,197	\$ 1,624	\$ 1,100	\$ 1,300	\$ 1,300
10	1101	4301	Contract Services	\$ -	\$ -	\$ 5,700	\$ 5,700	\$ 5,700
10	1101	4355	Miscellaneous	\$ -	\$ 17,350	\$ 22,000	\$ 20,000	\$ 20,000
10	1101	4413	Training	\$ -	\$ 530	\$ 525	\$ 525	\$ 525
10	1101	4414	Travel	\$ -	\$ 42	\$ 370	\$ 370	\$ 370
Total Library				\$ 29,979	\$ 54,609	\$ 97,120	\$ 121,518	\$ 121,518

PUBLIC WORKS

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26
Public Works Administration								
10	1201	4001	Full Time Regular	\$ 165,890	\$ 59,418	\$ 56,934	\$ 57,483	\$ 57,483
10	1201	4005	Overtime	-	-	8,540	8,622	8,622
10	1201	4006	Other Compensation	1,950	1,244	-	-	-
10	1201	4008	Compensation Adjustments	-	-	1,029	2,240	2,240
10	1201	4051	Retirement & Taxes	32,495	13,518	13,895	12,554	12,554
10	1201	4053	Insurance	10,349	34,161	11,300	10,750	10,038
10	1201	4101	Maintenance	\$ 11,924	\$ 2,497	\$ -	\$ -	\$ -
10	1201	4105	Membership Dues & Subscriptions	14,749	2,710	18,520	15,220	15,220
10	1201	4108	Meetings	3,365	1,805	2,500	2,329	2,329
10	1201	4151	Equipment	11,103	6,102	9,600	9,800	9,800
10	1201	4152	Supplies	4,391	6,300	800	2,800	2,800
10	1201	4154	Uniforms	2,426	3,590	2,800	8,550	8,550
10	1201	4205	Electric Charges	23,827	24,155	33,390	-	-
10	1201	4301	Contract Services	399,850	65,405	-	-	-
10	1201	4303	Software Maintenance	-	600	2,000	5,400	5,400
10	1201	4355	Miscellaneous	5,682	634	-	-	-
10	1201	4407	Certification & Testing	422	406	7,000	11,800	11,800
10	1201	4413	Training	1,535	3,022	4,200	6,700	6,700
10	1201	4414	Travel	860	4,728	-	-	-
Total Public Works Administration				\$ 745,006	\$ 230,295	\$ 172,508	\$ 154,248	\$ 153,536
Public Works Grounds Maintenance								
10	1202	4001	Full Time Regular	\$ -	\$ 80,916	\$ 61,741	\$ 66,429	\$ 66,429
10	1202	4002	Part Time Regular	-	1,062	7,498	7,390	7,390
10	1202	4003	Seasonal Employee	-	-	12,155	13,061	13,061
10	1202	4005	Overtime	-	3,859	9,261	9,964	9,964
10	1202	4006	Other Compensation	-	600	600	600	600
10	1202	4008	Compensation Adjustments	-	-	1,236	2,845	2,854
10	1202	4051	Retirement & Taxes	-	19,870	16,928	16,338	16,599
10	1202	4053	Insurance	-	752	27,120	27,120	25,979
10	1202	4101	Maintenance	\$ -	\$ 7,954	\$ 10,000	\$ 15,000	\$ 15,000
10	1202	4103	Public Notices	-	-	250	250	250
10	1202	4105	Membership Dues & Subscriptions	-	-	1,400	1,930	1,930
10	1202	4151	Equipment	-	2,749	4,520	8,855	8,855
10	1202	4152	Supplies	-	24,314	27,500	12,700	12,700
10	1202	4154	Uniforms	-	-	1,250	1,575	1,575
10	1202	4201	Water Charges	-	135,033	150,000	150,000	150,000
10	1202	4301	Contract Services	-	152,922	276,950	366,188	366,188
10	1202	4365	Trees	-	25,559	25,000	25,000	25,000
10	1202	4407	Certification & Testing	-	850	2,300	3,550	3,550
10	1202	4413	Training	-	768	3,300	7,100	7,100
10	1202	4414	Travel	-	-	5,400	11,600	11,600
Total Public Works Grounds Maintenance				\$ -	\$ 457,208	\$ 644,409	\$ 747,495	\$ 746,623
Public Works Administration				\$ 745,006	\$ 230,295	\$ 172,508	\$ 154,248	\$ 153,536
Public Works Grounds Maintenance				-	457,208	644,409	747,495	746,623
Total Public Works				\$ 745,006	\$ 687,503	\$ 816,918	\$ 901,743	\$ 900,159

ENGINEERING

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	FY 25-26	FY 25-26
Engineering							
10	1301	4001	Full Time Regular	\$ 99,494	\$ 73,225	\$ 82,526	\$ 82,526
10	1301	4006	Other Compensation	990	600	600	600
10	1301	4007	Car Allowance	3,600	3,600	3,600	3,600
10	1301	4008	Compensation Adjustments	-	-	3,215	3,215
10	1301	4051	Retirement & Taxes	22,630	17,326	18,024	18,024
10	1301	4053	Insurance	12,422	13,352	16,980	15,537
10	1301	4105	Membership Dues & Subscriptions	\$ 2,062	\$ 3,129	\$ 9,570	\$ 9,570
10	1301	4108	Meetings	269	533	1,500	1,500
10	1301	4151	Equipment	761	347	3,900	3,900
10	1301	4301	Contract Services	5,232	24,749	56,490	61,490
10	1301	4407	Certification & Testing	378	-	4,100	4,100
10	1301	4413	Training	1,799	3,771	2,100	2,100
10	1301	4414	Travel	2,497	569	4,200	4,200
Total Engineering				\$ 152,492	\$ 141,201	\$ 206,805	\$ 210,362

SANITATION

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET
Sanitation								
10	1401	4301	Contract Services	\$ 492,166	\$ 530,752	\$ 598,736	\$ 675,675	\$ 675,675
10	1401	4808	Bad Debt Expense	1,215	-	-	-	-
Total Sanitation				\$ 493,381	\$ 530,752	\$ 598,736	\$ 675,675	\$ 675,675

PARKS

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET
Parks								
10	1501	4001	Full Time Regular	\$ 237,558	\$ 267,604	\$ 271,614	\$ 274,768	\$ 274,768
10	1501	4002	Part Time Regular	4,738	1,748	6,378	6,285	6,285
10	1501	4003	Seasonal Employee	28,494	59,155	47,275	46,590	46,590
10	1501	4005	Overtime	2,574	2,606	8,000	8,000	8,000
10	1501	4006	Other Compensation	3,747	2,804	2,400	1,440	1,680
10	1501	4008	Compensation Adjustments	-	-	4,994	10,924	10,924
10	1501	4051	Retirement & Taxes	53,783	60,876	70,369	64,742	64,742
10	1501	4053	Insurance	42,740	39,684	60,662	60,662	62,914
10	1501	4101	Maintenance	\$ 56,171	\$ 86,380	\$ 133,000	\$ 179,819	\$ 179,819
10	1501	4105	Membership Dues & Subscriptions	725	-	2,750	3,800	3,800
10	1501	4108	Meetings	97	719	720	900	900
10	1501	4151	Equipment	1,174	53,920	41,000	57,000	57,000
10	1501	4152	Supplies	11,723	14,159	24,000	24,000	24,000
10	1501	4154	Uniforms	703	1,339	1,600	1,600	1,600
10	1501	4201	Water Charges	145,489	81,158	90,000	90,000	90,000
10	1501	4205	Electric Charges	8,312	10,436	15,000	15,000	15,000
10	1501	4208	Miscellaneous Facilities Charges	3,100	2,735	7,000	5,000	11,000
10	1501	4301	Contract Services	7,907	129,502	200,000	221,188	221,188
10	1501	4355	Miscellaneous	7,774	3,500	31,500	28,000	28,000
10	1501	4365	Trees	-	972	-	-	-
10	1501	4413	Training	1,255	4,900	6,400	5,400	5,400
10	1501	4414	Travel	377	951	5,000	3,500	3,500
Total Parks				\$ 618,442	\$ 825,148	\$ 1,029,663	\$ 1,108,619	\$ 1,117,111

RECREATION

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET
Recreation								
10	1601	4001	Full Time Regular	\$ 171,415	\$ 168,340	\$ 230,672	\$ 236,325	\$ 236,325
10	1601	4002	Part Time Regular	3,292	30,816	-	-	-
10	1601	4003	Seasonal Employee	18,200	31,367	32,292	47,736	47,736
10	1601	4005	Overtime	2,495	996	5,000	5,000	5,000
10	1601	4006	Other Compensation	733	1,250	1,080	1,440	1,440
10	1601	4008	Compensation Adjustments	-	-	4,156	9,207	9,207
10	1601	4051	Retirement & Taxes	38,830	38,092	58,574	55,886	55,886
10	1601	4053	Insurance	27,952	19,926	37,999	60,600	53,243
10	1601	4105	Membership Dues & Subscriptions	\$ 330	\$ 514	\$ 1,220	\$ 1,100	\$ 1,100
10	1601	4108	Meetings	151	440	360	600	600
10	1601	4151	Equipment	-	-	5,000	-	-
10	1601	4154	Uniforms	100	49	350	350	350
10	1601	4257	Programs	84,890	94,822	117,512	129,958	129,958
10	1601	4355	Miscellaneous	9,282	11,821	11,000	12,000	12,000
10	1601	4413	Training	1,924	3,291	3,350	3,605	3,605
10	1601	4414	Travel	203	1,087	2,450	3,025	3,025
Total Recreation				\$ 359,798	\$ 402,811	\$ 511,016	\$ 566,832	\$ 559,475

SPECIAL EVENTS

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET
Special Events								
10	1701	4001	Full Time Regular	\$ 62,451	\$ 72,256	\$ 65,433	\$ 67,700	\$ 67,700
10	1701	4002	Part Time Regular	-	-	27,825	31,028	31,028
10	1701	4005	Overtime	1,818	2,119	1,500	1,500	1,500
10	1701	4006	Other Compensation	592	478	360	360	360
10	1701	4008	Compensation Adjustments	-	-	1,619	3,717	3,717
10	1701	4051	Retirement & Taxes	13,054	15,591	18,286	17,563	17,563
10	1701	4053	Insurance	262	322	9,600	9,600	9,600
10	1701	4105	Membership Dues & Subscriptions	\$ 849	\$ 1,460	\$ 2,350	\$ 2,450	\$ 2,450
10	1701	4108	Meetings	-	119	180	180	180
10	1701	4109	Special Events	69,679	77,767	124,072	135,000	135,000
10	1701	4151	Equipment	1,837	4,464	3,000	3,000	3,000
10	1701	4304	Marketing	1,669	273	1,200	1,750	1,750
10	1701	4413	Training	-	135	600	650	650
10	1701	4414	Travel	230	433	650	650	650
Total Special Events				\$ 152,440	\$ 175,417	\$ 256,675	\$ 275,148	\$ 275,148

NON-DEPARTMENTAL

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	BUDGET FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26
Non-Departmental								
10	1801	4110	Postage	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000
10	1801	4152	Supplies		12,216	16,303	18,500	19,700
10	1801	4154	Uniforms		1,137	1,587	7,500	6,900
10	1801	4301	Contract Services		3,686	57,040	128,450	162,380
10	1801	4355	Miscellaneous		21,586	3,398	-	-
10	1801	4356	Community Garden		6,793	581	1,200	1,200
10	1801	4410	Employee Appreciation		11,658	144	-	-
10	1801	4855	General Fee Waivers		-	-	30,000	30,000
10	1801	6049	Transfer to Capital Projects	\$ 523,953	\$ 1,520,225	\$ 220,000	\$ 235,000	\$ 235,000
10	1801	6052	Transfer to Wastewater Fund		-	11,055	-	-
10	1801	6053	Transfer to Stormwater Fund		-	26,661	570	243,927
10	1801	6054	Transfer to Transportation Fund		689,595	375,439	1,098,814	959,650
10	1801	6061	Transfer to Internal Service Fund		433,001	769,904	730,734	973,910
Total Non-Departmental				\$ 1,703,625	\$ 2,782,337	\$ 2,237,769	\$ 2,634,667	\$ 2,630,873

IMPACT FEES
FUND 23

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET
Revenue								
23	2301	3754	Public Safety Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -
23	2302	3501	Roadway Interest		27,654	50,832	13,800	13,800
23	2302	3754	Roadway Facilities Impact Fees		195,718	802,777	460,000	800,000
23	2303	3754	Park Facilities Impact Fees		-	-	400,000	400,000
23	2304	3754	Storm & Groundwater Facilities Impact Fees		10,784	34,894	34,500	34,500
			Use of Prior Year Fund Balance		-	331,700	1,010,700	1,219,700
			Total Revenue	\$ 234,156	\$ 888,503	\$ 840,000	\$ 2,259,000	\$ 2,468,000
Public Safety Facilities								
23	2301	4301	Contract Services	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
23	2301	4651	Capital Expense		-	-	-	-
			Total Public Safety Facilities	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
Roadway Facilities								
23	2302	4301	Contract Services	\$ 53,938	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
23	2302	4651	Capital Expense		31,373	69,470	685,000	1,612,750
			Total Roadway Facilities	\$ 85,312	\$ 69,470	\$ 710,000	\$ 1,637,750	\$ 1,846,750
Park Facilities								
23	2303	4301	Contract Services	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
23	2303	4651	Capital Expense		-	-	\$ 400,000	400,000
			Total Park Facilities	\$ -	\$ -	\$ 25,000	\$ 425,000	\$ 425,000
Storm & Groundwater Facilities								
23	2304	4301	Contract Services	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
23	2304	4651	Capital Expense		10,784	34,037	40,000	131,250
			Total Storm & Groundwater Facilities	\$ 10,784	\$ 74,037	\$ 80,000	\$ 171,250	\$ 171,250
			Public Safety Facilities	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
			Roadway Facilities		85,312	69,470	710,000	1,637,750
			Park Facilities		-	-	25,000	425,000
			Storm & Groundwater Facilities		10,784	74,037	80,000	171,250
			Total Impact Fees Fund	\$ 96,096	\$ 143,507	\$ 840,000	\$ 2,259,000	\$ 2,468,000
			Surplus (Deficit)	\$ 138,061	\$ 744,996	\$ -	\$ -	\$ -

CAPITAL PROJECTS

FUND 49			DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
FUND	ORG	ACCT		FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET
Revenue								
49	4901	5010	Transfer from General Fund	\$ 523,953	\$ 1,520,225	\$ 220,000	\$ 235,000	\$ 235,000
49	4901	3205	Grants	-	-	10,799,275	2,425,080	105,280
			Beginning Fund Balance Appropriation	-	-	4,830,767	14,025,550	14,065,550
			Total Revenue	\$ 523,953	\$ 1,520,225	\$ 15,850,042	\$ 16,685,630	\$ 14,405,830
Capital Projects								
49	4901	4651	Capital Expense	\$ 281,063	\$ 637,358	\$ 14,925,678	\$ 15,107,300	\$ 13,047,500
49	4901	6010	Transfer to General Fund	-	-	924,364	1,578,330	1,358,330
			Total Capital Projects	\$ 281,063	\$ 637,358	\$ 15,850,042	\$ 16,685,630	\$ 14,405,830
			Surplus (Deficit)	\$ 242,889	\$ 882,867	\$ -	\$ -	\$ -

				FINAL	AMEND #1	AMEND #2		
FUND 51		ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	BUDGET FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26
			Revenue					
51	5101	3205	Grant Revenue	1,702,174	\$ 2,000,000	\$ -	\$ -	\$ -
51	5101	3501	Interest Income	\$ -	\$ 426,802	\$ 175,000	\$ 175,000	\$ 175,000
51	5101	3602	Utility Service Sales	2,288,371	3,320,268	3,200,000	3,700,000	3,700,000
51	5101	3754	Impact Fees	50,191	117,350	130,000	130,000	130,000
51	5101	3803	Connection Fees	23,300	59,072	55,000	55,000	55,000
51	5101	3825	Late Fees	19,038	32,404	15,000	15,000	15,000
51	5101	3704	Bond Proceeds	-	-	3,477,389	-	-
			Beginning Fund Balance Appropriation	-	-	1,225,136	1,120,527	3,257,099
			Total Revenue	\$ 4,083,074	\$ 7,141,896	\$ 8,277,525	\$ 5,195,527	\$ 7,332,099
			Water Distribution					
51	5101	4001	Full Time Regular	\$ 366,892	\$ 366,744	\$ 501,837	\$ 534,688	\$ 534,688
51	5101	4002	Part Time Regular	6,329	1,079	4,999	7,154	7,154
51	5101	4003	Seasonal Employee	3,568	-	10,874	11,571	11,571
51	5101	4005	Overtime	2,364	570	15,000	15,000	15,000
51	5101	4006	Other Compensation	1,890	1,200	1,200	840	840
51	5101	4007	Car Allowance	4,100	1,400	-	-	-
51	5101	4008	Compensation Adjustments	-	-	9,175	21,158	21,138
51	5101	4051	Retirement & Taxes	84,132	47,136	125,147	120,839	120,203
51	5101	4053	Insurance	57,154	80,082	137,924	150,597	142,356
51	5101	4101	Maintenance	\$ 45,010	\$ 59,021	\$ 108,500	\$ 174,122	\$ 174,122
51	5101	4105	Membership Dues & Subscriptions	1,181	1,036	2,300	5,040	5,040
51	5101	4108	Meetings	260	283	680	1,400	1,400
51	5101	4151	Equipment	1,368	732	26,500	37,000	37,000
51	5101	4152	Supplies	13,102	8,290	40,000	42,500	42,500
51	5101	4154	Uniforms	365	898	2,400	3,350	3,350
51	5101	4157	Meters	149,095	91,075	150,000	150,000	150,000
51	5101	4205	Electric Charges	9,290	8,294	200,000	210,000	210,000
51	5101	4301	Contract Services	1,344,098	1,352,683	1,567,000	1,923,850	1,933,850
51	5101	4303	Software Maintenance	-	-	-	3,125	3,125
51	5101	4306	Public Engagement	-	-	20,800	22,150	22,150
51	5101	4355	Miscellaneous	85	934	-	-	-
51	5101	4407	Certification & Testing	3,455	1,688	8,500	9,800	9,800
51	5101	4413	Training	695	2,279	3,500	8,300	8,300
51	5101	4414	Travel	676	1,216	4,500	7,100	7,100
51	5101	4651	Capital Expense	-	-	4,547,389	894,984	3,030,454
51	5101	4803	Interest on Debt	-	511,476	610,000	600,000	600,000
51	5101	4804	Cost of Issuance	-	183,813	-	-	-
51	5101	4808	Bad Debt Expense	14,449	-	-	-	-
51	5101	6061	Transfer to Internal Service Fund	237,841	256,688	179,300	240,959	240,959
			Total Water Distribution	\$ 2,347,399	\$ 3,178,617	\$ 8,277,525	\$ 5,195,527	\$ 7,332,099
			Surplus (Deficit)	\$ 1,735,675	\$ 3,963,279	\$ (0)	\$ (0)	\$ 0

STORMWATER

FUND 53 FUND	ORG	ACT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	FINAL FY 24-25	AMEND #1	AMEND #2
							BUDGET FY 25-26	BUDGET FY 25-26
53	5301	3602	Utility Service Sales	\$ 328,334	\$ 305,713	\$ 270,000	\$ 350,000	\$ 350,000
53	5301	5010	Transfer from General Fund	\$ -	\$ 26,661	\$ 570	\$ 243,927	\$ 240,133
			Beginning Fund Balance Appropriation	49,220	-	302,121	36,005	36,005
			Total Revenue	\$ 377,554	\$ 332,374	\$ 572,691	\$ 629,932	\$ 626,138
			Stormwater Administration & Permitting					
53	5301	4001	Full Time Regular	\$ 79,106	\$ 176,151	\$ 262,819	\$ 263,799	\$ 263,799
53	5301	4002	Part Time Regular	\$ -	\$ -	\$ -	\$ 2,228	\$ 2,228
53	5301	4003	Seasonal Employee	\$ 226	\$ -	\$ 924	\$ 955	\$ 955
53	5301	4005	Overtime	\$ 198	\$ 954	\$ 6,000	\$ 6,000	\$ 6,000
53	5301	4006	Other Compensation	\$ -	\$ -	\$ 600	\$ 240	\$ 240
53	5301	4008	Compensation Adjustments	\$ -	\$ -	\$ 4,705	\$ 10,345	\$ 10,345
53	5301	4051	Retirement & Taxes	\$ 17,280	\$ 22,401	\$ 64,872	\$ 59,756	\$ 59,756
53	5301	4053	Insurance	\$ 6,458	\$ 14,407	\$ 57,285	\$ 56,885	\$ 53,071
53	5301	4101	Maintenance	\$ 1,013	\$ 7,439	\$ 18,951	\$ 35,000	\$ 35,000
53	5301	4103	Public Notices	\$ -	\$ -	\$ 200	\$ 200	\$ 200
53	5301	4105	Membership Dues & Subscriptions	\$ 963	\$ 1,470	\$ 1,749	\$ 3,000	\$ 3,000
53	5301	4108	Meetings	\$ -	\$ -	\$ 180	\$ 1,240	\$ 1,240
53	5301	4151	Equipment	\$ -	\$ -	\$ -	\$ 1,400	\$ 1,400
53	5301	4152	Supplies	\$ 1,141	\$ -	\$ 3,000	\$ 9,500	\$ 9,500
53	5301	4154	Uniforms	\$ -	\$ 312	\$ 600	\$ 1,850	\$ 1,850
53	5301	4301	Contract Services	\$ 6,490	\$ -	\$ 30,000	\$ 53,000	\$ 53,000
53	5301	4303	Software Maintenance	\$ 1,200	\$ 1,200	\$ 2,000	\$ 1,400	\$ 1,400
53	5301	4306	Public Engagement	\$ 462	\$ 103	\$ 2,650	\$ 3,500	\$ 3,500
53	5301	4407	Certification & Testing	\$ 1,750	\$ 1,750	\$ 3,950	\$ 3,400	\$ 3,400
53	5301	4413	Training	\$ 85	\$ -	\$ 600	\$ 1,000	\$ 1,000
53	5301	4414	Travel	\$ 1,339	\$ -	\$ -	\$ -	\$ -
53	5301	4808	Bad Debt Expense	\$ 370	\$ -	\$ -	\$ -	\$ -
53	5301	6061	Transfer to Internal Service Fund	\$ 59,605	\$ 89,942	\$ 111,607	\$ 115,255	\$ 115,255
			Total Stormwater Admin & Permitting	\$ 177,684	\$ 316,129	\$ 572,691	\$ 629,932	\$ 626,138
			Stormwater Admin & Permitting	\$ 177,684	\$ 401,661	\$ 572,691	\$ 629,932	\$ 626,138
			Stormwater Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
			Total Stormwater	\$ 177,684	\$ 401,661	\$ 572,691	\$ 629,932	\$ 626,138
			Surplus (Deficit)	\$ 199,870	\$ (69,287)	\$ 0	\$ 0	\$ (0.00)

TRANSPORTATION
FUND 54

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET
Revenue								
54	5401	3401	Road Cut Fee	\$ 16	\$ -	\$ -	\$ -	\$ -
54	5401	3757	Utility Transportation Fee	\$ -	\$ -	\$ -	\$ 1,101,587	\$ 1,101,587
54	5401	3205	Grant Revenue	\$ -	\$ 25,000	\$ -	\$ -	\$ -
54	5401	5010	Transfer from General Fund	\$ 689,595	\$ 375,439	\$ 1,098,814	\$ 959,650	\$ 959,650
			Beginning Fund Balance Appropriation	\$ -	\$ -	\$ 550,423	\$ 354,000	\$ 169,957
				Total Revenue	\$ 689,611	\$ 400,439	\$ 1,649,237	\$ 2,415,237
							\$ 2,231,194	

Transportation

54	5401	4001	Full Time Regular	\$ 179,291	\$ 157,908	\$ 250,672	\$ 257,673	\$ 257,673
54	5401	4002	Part Time Regular	\$ -	\$ 708	\$ 8,103	\$ 8,707	\$ 8,707
54	5401	4005	Overtime	\$ 574	\$ 986	\$ 27,000	\$ 27,000	\$ 27,000
54	5401	4006	Other Compensation	\$ 1,600	\$ 900	\$ 1,200	\$ 1,320	\$ 1,320
54	5401	4008	Compensation Adjustments	\$ -	\$ -	\$ 4,560	\$ 10,099	\$ 10,105
54	5401	4051	Retirement & Taxes	\$ 37,611	\$ 20,122	\$ 63,351	\$ 58,908	\$ 59,082
54	5401	4053	Insurance	\$ 9,412	\$ 19,109	\$ 63,075	\$ 62,250	\$ 60,810
54	5401	4101	Maintenance	\$ 4,376	\$ 16,759	\$ 51,500	\$ 58,000	\$ 58,000
54	5401	4105	Membership Dues & Subscriptions	\$ -	\$ 2,420	\$ 5,000	\$ 5,890	\$ 5,890
54	5401	4108	Meetings	\$ -	\$ -	\$ 240	\$ 600	\$ 600
54	5401	4151	Equipment	\$ 86,736	\$ 11,162	\$ 65,900	\$ 22,900	\$ 12,900
54	5401	4152	Supplies	\$ 1,466	\$ 25,336	\$ 47,500	\$ 48,000	\$ 48,000
54	5401	4154	Uniforms	\$ 406	\$ 269	\$ 1,700	\$ 3,750	\$ 3,750
54	5401	4205	Electrical Charges	\$ 272,118	\$ -	\$ -	\$ 38,400	\$ 38,400
54	5401	4301	Contract Services	\$ 272,118	\$ 48,196	\$ 757,925	\$ 813,280	\$ 801,357
54	5401	4355	Miscellaneous	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
54	5401	4413	Training	\$ -	\$ 370	\$ 2,900	\$ 6,250	\$ 6,250
54	5401	4414	Travel	\$ -	\$ 941	\$ 2,800	\$ 4,900	\$ 4,900
54	5401	4651	Capital Expense	\$ -	\$ -	\$ 35,000	\$ 400,000	\$ 410,000
54	5401	4808	Bad Debt Expense	\$ 1,888	\$ -	\$ -	\$ -	\$ -
54	5401	6061	Transfer to Internal Service Fund	\$ 123,253	\$ 213,216	\$ 255,810	\$ 287,375	\$ 287,375
54	5401	9580	Budgeted Increase in Fund Balance	\$ -	\$ -	\$ -	\$ 294,935	\$ 124,076
				Total Transportation	\$ 990,849	\$ 518,402	\$ 1,649,237	\$ 2,415,237
							\$ 2,231,194	

Surplus (Deficit) \$ (301,238) \$ (117,963) \$ 0 \$ 0 \$ (0)

INTERNAL SERVICE
FUND 61

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET
Revenue								
61	6101	5010	Transfer from General Fund	\$ 433,001	\$ 769,904	\$ 730,734	\$ 973,910	\$ 973,910
61	6101	5025	Transfer from RDA Fund	56,420	62,898	75,000	75,000	75,000
61	6101	5051	Transfer from Water Fund	237,841	256,688	179,300	240,959	240,959
61	6101	5052	Transfer from Wastewater Fund	125,050	141,930	141,734	168,195	168,195
61	6101	5053	Transfer from Stormwater Fund	59,605	89,942	111,607	115,255	115,255
61	6101	5054	Transfer from Transportation Fund	123,253	213,216	255,810	287,375	287,375
			Beginning Fund Balance Appropriation	60,000	-	270,567	83,934	42,169
				Total Revenue	\$ 1,095,170	\$ 1,580,523	\$ 1,764,752	\$ 1,944,628
								\$ 1,902,863
Internal Service Administration								
61	6101	4001	Full Time Regular	\$ 19,008	\$ 14,720	\$ -	\$ -	\$ -
61	6101	4051	Retirement & Taxes	3,857	3,620	-	-	-
61	6101	4053	Insurance	89	2,179	-	-	-
61	6101	4301	Contract Services	120,889	133,428	225,300	290,322	240,328
				Total Internal Service Administration	\$ 143,843	\$ 153,947	\$ 225,300	\$ 290,322
								\$ 240,328
Facilities								
61	6102	4001	Full Time Regular	\$ 20,596	\$ 32,817	\$ 61,741	\$ 66,429	\$ 66,429
61	6102	4002	Part Time Regular	8,074	1,062	7,498	7,390	7,390
61	6102	4005	Overtime		10			
61	6102	4003	Seasonal Employee	-	-	12,155	13,061	13,061
61	6102	4008	Compensation Adjustments	-	-	1,236	2,845	2,854
61	6102	4051	Retirement & Taxes	4,030	(10,618)	16,928	16,338	16,599
61	6102	4053	Insurance	2,891	10,942	27,120	27,120	25,979
61	6102	4101	Maintenance	\$ 7,244	\$ 6,564	\$ 27,000	\$ 49,500	\$ 49,500
61	6102	4105	Memberships Dues & Subscriptions	1,447	-	-	-	-
61	6102	4107	Lease Payments	67,943	74,130	77,186	79,500	79,500
61	6102	4152	Supplies	11,604	11,309	15,900	16,000	16,000
61	6102	4201	Water Charges	-	3,060	3,500	3,850	3,850
61	6102	4204	Natural Gas Charges	9,877	6,933	13,500	14,850	14,850
61	6102	4205	Electric Charges	11,939	13,225	17,600	19,360	19,360
61	6102	4206	Telephone & Internet	18,638	22,451	43,000	44,950	45,800
61	6102	4208	Miscellaneous Facilities Charges	5,020	948	4,000	4,000	4,000
61	6102	4210	Cellular Phone Bills	17,195	23,180	25,000	28,750	28,750
61	6102	4301	Contract Services	54,514	80,879	92,226	100,527	100,527
61	6102	4355	Miscellaneous	-	11,321	-	-	-
				Total Facilities	\$ 241,010	\$ 288,213	\$ 445,590	\$ 494,471
								\$ 494,449
Fleet Management								
61	6103	4101	Maintenance	\$ 14,006	\$ 17,442	\$ 21,250	\$ 27,000	\$ 27,000
61	6103	4107	Lease Payments	15,593	12,539	291,681	288,539	288,539
61	6103	4151	Equipment	2,516	432	10,000	10,000	10,000
61	6103	4301	Contract Services	121	14,316	29,000	33,600	33,600
61	6103	4751	Vehicle Replacement	209	24,290	-	-	-
61	6103	4759	Vehicle Repairs	7,906	7,636	15,000	15,000	15,000
61	6103	4760	Vehicle Fuel	50,597	54,467	82,900	99,126	99,126
				Total Fleet Management	\$ 90,948	\$ 131,122	\$ 449,831	\$ 473,266
								\$ 473,266

INTERNAL SERVICE
FUND 61

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	FINAL	AMEND #1	AMEND #2
				FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET
Information Systems								
61	6104	4108	Meetings					
61	6104	4151	Equipment	\$ 3,210	\$ 8,165	\$ 5,250	\$ 10,050	\$ 10,050
61	6104	4301	Contract Services	64,525	73,501	158,550	81,900	81,900
61	6104	4303	Software Maintenance	67,961	119,238	139,480	246,122	246,122
61	6104	4551	Computer Replacement	27,981	33,816	37,500	20,000	26,000
Total Information Systems				\$ 163,677	\$ 234,720	\$ 340,780	\$ 358,072	\$ 364,072
Human Resources								
61	6105	4001	Full Time Regular	\$ 68,394	\$ 130,828	\$ 137,584	\$ 147,515	\$ 147,515
61	6105	4006	Other Compensation	500	2,552	600	720	720
61	6105	4008	Compensation Adjustments	-	-	2,479	5,747	5,747
61	6105	4051	Retirement & Taxes	16,148	30,393	33,213	32,217	32,217
61	6105	4053	Insurance	17,157	27,171	44,476	44,476	46,727
61	6105	4054	Wellness	-	-	18,360	18,450	18,450
61	6105	4105	Membership Dues & Subscriptions	\$ 125	\$ 961	\$ 800	\$ 1,480	\$ 1,480
61	6105	4108	Meetings	-	69	240	240	240
61	6105	4152	Supplies	-	21	200	200	200
61	6105	4355	Miscellaneous	22,510	35,072	42,000	45,152	45,152
61	6105	4410	Employee Appreciation	-	15,162	14,000	13,000	13,000
61	6105	4413	Training	249	2,490	7,300	17,300	17,300
61	6105	4414	Travel	171	1,649	2,000	2,000	2,000
Total Human Resources				\$ 125,254	\$ 246,368	\$ 303,252	\$ 328,498	\$ 330,748
Internal Service Administration				\$ 143,843	\$ 153,947	\$ 225,300	\$ 290,322	\$ 240,328
Facilities				241,010	288,213	445,590	494,471	494,449
Fleet Management				90,948	131,122	449,831	473,266	473,266
Information Systems				163,677	234,720	340,780	358,072	364,072
Human Resources				-	246,368	303,252	328,498	330,748
Total Internal Service				\$ 639,478	\$ 1,054,370	\$ 1,764,753	\$ 1,944,628	\$ 1,902,863
Surplus (Deficit)				\$ 455,692	\$ 526,153	\$ (0)	\$ 0	\$ 0



VINEYARD PLANNING COMMISSION STAFF REPORT

Meeting Date: October 8, 2025

Agenda Item: PUBLIC HEARING - District Energy Zoning Text Amendment

Department: Community Development Department

Presenter: Cache Hancey

Background/Discussion:

Utah City is being developed with District Energy to bring sustainable infrastructure solutions to the community. As part of the backbone infrastructure to the district energy, modular plants are required to provide immediate energy to buildings that are currently under construction.

This Zoning Text Amendment would allow for the construction of District Energy Plants throughout Utah City. It is estimated that there will be a total of 3 plants at build out. These plants can be built for permanent use or a temporary use by constructing them with modular components.

Due to the utilitarian design of utility infrastructure, the Zoning Text Amendment would exempt the plants from architectural requirements but would still require a site plan approval that would examine parking, landscaping, and impacts.

Fiscal Impact:

NA

Recommendation:

The Planning Commission forwarded a positive recommendation to the city council with the following changes:

- Update the use name to a more broad category (Changed from "District Energy Plant" to "Public Utility Infrastructure.")
- Include a definition of District Energy Plant

Sample Motion:

"I move to approve Ordinance 2025-14 as presented"

Attachments:

1. Ordinance 2025-14

**VINEYARD
ORDINANCE 2025-14**

**AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE
VINEYARD SPECIAL PURPOSE ZONING ORDINANCE SECTIONS 3.08 USES
AND 3.10 BUILDING STANDARDS**

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 1, 2025, 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 8, 2025; 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 “3.08.010 General Requirements” of the Vineyard Special Purpose Zoning Districts is hereby *amended* as follows:

A M E N D M E N T

3.08.010 General Requirements

1. **General Provisions.** The following general provisions apply to the uses outlined in this section.
 - a. A lot may contain more than one use.
 - b. Each of the uses may function as either a principal use or accessory use on a lot, unless otherwise specified.
 - c. Uses are either permitted by right in a district, permitted by right with specific development or design parameters, or require a Conditional Use Permit in order to be developed.
 - d. Each use may have both indoor and outdoor facilities unless otherwise specified.
2. **Organization.** The uses are grouped into general categories, which may contain lists of additional uses or clusters of uses.
 - a. Unlisted Similar Use. If a use is not listed but is similar in nature and impact to

a use permitted within a zoning district, the staff may interpret the use as permitted.

- i. The unlisted use will be subject to any development standards applicable to the similar permitted use.
- ii. If the unlisted use is similar in nature and impact to a use requiring a Conditional Use Permit, the staff may interpret the use as also requiring a Conditional Use Permit.

b. Unlisted Dissimilar Use. If a use is not listed and cannot be interpreted as similar in nature and impact to a use within a land use that is either permitted or requires a Conditional Use Permit, the use is not permitted and may only be approved through an amendment of this code or in a development agreement.

3. **Use Table.** *Table: 3.08.010(1) Uses by District.* Uses by District outlines the permitted uses in each land use district. Each use is given one of the following designations for each zoning district in which that use is permitted.

- a. Permitted ("P"). These uses are permitted by-right in the districts in which they are listed.
- b. Requires a Conditional Use Permit ("C"). These uses require administrative review and approval in order to occur in the districts in which they are listed and must follow any applicable development standards associated with the use, as well as meet the requirements of the Conditional Use.
- c. Listed uses that are not permitted in the district are indicated by "NP".

Table: 3.08.010(1) Uses by District

Uses	Districts				
	Downtown Station	Downtown Mixed Use	Village General	Lake Front Residential	Lake Front Commercial
Mixed Use	P	P	P	NP	P
Single-household Detached	P*	P*	P*	P	P*
Single-household Attached	P*	P*	P	P	P*
Multi-household	P	P	P	P	P
Student Housing	C	C	NP	NP	NP
Lodging	P	P	P	NP	P

Civic Building	P	P	P	NP	NP
Civic Space	P	P	P	P	P
Commercial	P	P	P	NP	P
Food and Beverage (F&B)	P	P	P	NP	P
Entertainment	P	P	P	NP	P
Commercial Outdoor Recreation	C	P	P	N	P
Office	P	P	P	NP	P
Hospital	NP	P	P	NP	NP
Medical Uses, Offices, Research	P	P	P	NP	P
Home occupations	P	P	P	P	P
Parking Structures	P	P	P	P	P
Flexible Commercial Modules	C	C	C	C	C
<u>Public Utility Infrastructure</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

KEY: C - Conditional P - Permitted NP - Not Permitted

4. Prohibited Uses

The following uses are prohibited in Downtown Vineyard :

1. Automobile sales and leasing, except where no vehicles are stored outside.
2. Bail bonds
3. Billboards
4. Blood plasma center
5. Car title loan business
6. Check cashing/deferred deposit loan
7. Detention facility/jail as a principal use
8. outdoor gun range
9. Outside storage of construction material and equipment, refuse outside of an approved

container, junk such as inoperable vehicles and appliances, and other items not coincident with sales, seating, or retail display of adjacent businesses. Boat Storage in the Lake Front Commercial District does not constitute inoperable vehicles.

10. Moving truck rental
11. Non-stealth wireless communication facilities
12. Non-stealth radio towers
13. Indoor/Outdoor kennel as a principal use
14. Call services and service-oriented escort bureaus
15. Pawnshop
16. Sale and/or lease of mobile homes, travel trailers, campers, motorcycles and other recreational vehicles
17. Secondhand precious metal dealer/processor and/or precious gem dealer
18. Self-storage facility, excluding boat storage in the Lake Front Commercial District
19. Sexually-oriented business
20. Fraternity/sorority houses

5. Public Utility Infrastructure

1. Includes but is not limited to temporary and permanent District Energy Infrastructure and Plants.

2. District Energy Plant: a facility that produces, stores, and distributes thermal energy such as steam, hot water, or chilled water, from a central plant to multiple buildings or uses within a defined service area. The energy may be used for heating, cooling, or domestic hot water. A District Energy Plant may include boilers, chillers, cooling towers, heat exchangers, pumps, thermal storage tanks, control systems, and related accessory structures and equipment.

SECTION 2: AMENDMENT “3.10.010 Introduction To Building Standards” of the Vineyard Special Purpose Zoning Districts is hereby *amended* as follows:

AMENDMENT

3.10.010 Introduction To Building Standards

- 1. General Requirements.** All buildings must meet the following requirements.
 - a. Permanent Structures. All buildings constructed shall be permanent construction without a chassis, hitch, wheels, or other features that would make the structure mobile unless otherwise noted. Food trucks and other non-permanent vendors are allowed through a separate permit.
 - b. Accessory Structures.

- i. Attached accessory structures are considered part of the principal structure.
- ii. Detached accessory structures shall comply with all setbacks except the following:
 - (1) Detached accessory structures are not permitted in the front yard.
 - (2) Detached accessory structures shall be located behind the principal structure relative to the front lot line.
 - (3) Detached accessory structures shall not exceed one story.
- iii. Accessory structures shall be built in a manner compatible with the primary building.

c. Flexible Commercial Modules.

- i. Flexible Commercial Modules may be permitted upon approval of a Conditional Use Permit. These detached, small-scale structures—such as converted shipping containers or similar modular forms are intended to support temporary, long-term, or pop-up commercial uses including retail, food service, or cultural programming.
- ii. These modules may be sited within publicly accessible open spaces, urban plazas, courtyards, parks, or on parcels that are undeveloped or reserved for future construction.
- iii. The design, materials, and architectural character of the modules must demonstrate a high standard of design quality and be compatible with the surrounding built environment. Structures shall harmonize with the architecture of nearby buildings and be thoughtfully integrated into the landscape and urban design of the host site. Consideration shall be given to scale, color, form, and materiality to ensure visual coherence and minimize aesthetic disruption to the surrounding context.

d. Public Utilities such as District Energy Plants are exempt from the architectural building standards set forth but must meet site plan, landscaping, and parking requirements.

2. Buildings are subject to the requirements of Table 3.10.020(1) and as further specified in this chapter.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Sara Cameron	_____	_____	_____	_____
Jacob Holdaway	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Brett Clawson	_____	_____	_____	_____
Presiding Officer		Attest		

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 8, 2025

Agenda Item: DISCUSSION AND ACTION - Vineyard Station Area Plan

Department: Community Development

Presenter: Anthony Fletcher, Morgan Brim

Background/Discussion:

Background

In 2022, the Utah State Legislature adopted HB 462, which requires all cities with a fixed-guideway transit station (such as a FrontRunner stop/ Station) to prepare a Station Area Plan (SAP). An SAP must establish a vision for development within a half-mile of the station and include strategies to:

- Increase housing availability and affordability, including moderate-income housing.
- Promote sustainable environmental conditions.
- Enhance access to jobs, education, recreation, and commerce.
- Improve transportation choices and connections.

Vineyard's SAP covers over 430 acres around the Vineyard FrontRunner Station, much of which is part of the former Geneva Steel site. The plan integrates land use, transportation, and open space concepts to guide redevelopment of this area in coordination with regional partners.

Current Status

Consultants, in partnership with City staff and Mountainland Association of Governments (MAG), have prepared a draft SAP. The draft reflects Vineyard's local priorities while meeting State and MPO requirements for certification. A Planning Commission Work Session was held on September 3 to receive input on the status and direction of the ongoing plan preparation.

Tonight's presentation is intended to:

- Provide an overview of the draft plan.
- Gather Commissioner/Council/ Public input on land use, zoning, transportation, and open space concepts.
- Receive an official motion of support from City Council

Next Steps

- City Council Business Item – October 8, 2025: Consider providing support of the draft working plan for submittal to Mountainland Association of Governments (MAG).
- SAP Policy Committee Certification: MAG and the SAP Policy Committee will review and certify the Vineyard SAP for compliance with State law. - November 19, 2025
- Final Adoption: Following MAG & SAP Policy Committee certification, the City

Council will consider formal adoption of the SAP. - TBD

Fiscal Impact:

N/A

Recommendation:

Staff and the Planning Commission recommend that the City Council endorse the draft working Vineyard Station Area Plan reflecting all the recommendations for the removal of residential uses and other feedback received from the previous meeting, enabling the certification review by MAG and the SAP Policy Committee.

Sample Motion:

“I move to approve the draft Vineyard Station Area Plan as a working document, enabling the certification review by MAG and the SAP Policy Committee.”

Attachments:

None

RESOLUTION 2025-55

**A RESOLUTION OF THE VINEYARD CITY COUNCIL SUPPORTING AMERICA 250
UTAH AND RECOGNIZING AND APPROVING**

WHEREAS, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah); and

WHEREAS, the mission of America250 Utah is to commemorate and celebrate, reflect on our nation's past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state; and

WHEREAS, America250 Utah is seeking partnerships with counties and municipalities to further its mission; and

WHEREAS, this partnership will be formed by creating a local committee called the Vineyard Utah250 Community Committee.

WHEREAS, the Vineyard Utah250 Community Committee will focus on important events, people, and places within Vineyard City to commemorate and celebrate Vineyard City's role in America's 250th anniversary; and

WHEREAS, local projects will enhance tourism, community building, and economic development opportunities.

NOW, THEREFORE BE IT RESOLVED, that Vineyard City

1. Hereby recognizes the Vineyard Utah250 Community Committee as its official committee.
2. Will partner with America250 Utah.
3. Will support signature programs of the America250 Utah Commission; and
4. Will support the Utah250 Community Committee in its local efforts to educate, engage, and unify Utahns and our visitors in Vineyard City.

Julie Fullmer, Mayor

Attest:

Tony Lara, Deputy Recorder

