NOTICE OF A REGULAR CITY COUNCIL MEETING
August 4, 2026, at 4:00 PM

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Tuesday, August 4, 2026, at 4:00 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

1. **CALL TO ORDER**

2. **INVOCATION, INSPIRATIONAL THOUGHT, AND PLEDGE OF ALLEGIANCE**

3. **PUBLIC HEARINGS**

   3.1. Public Hearing for an Amendment of Vineyard City Subdivision Code

   3.2. Public Hearing for Proposed Amendment to the Vineyard Consolidated Fee Schedule Establishing a $150 Insignificant Land Disposal Application Fee

4. **PUBLIC COMMENTS (3 MINUTES)**
   "Public Comments" is defined as time set aside for citizens to express their views.
   Public comments can be submitted ahead of time to robinr@vineyardutah.gov.

5. **CONSENT ITEMS**

   5.1. Approval of the July 7, 2026, City Council Meeting Minutes

   5.2. Approval of the July 14th, 2026, City Council Meeting Minutes

   5.3. Approve Ordinance 2026-07 Amending Municipal Code for the Planning Department (Anthony Fletcher)
   Municipal Code Changes to Section 14.06.020 Requirements For Preliminary Subdivision Applications.

5.4. Approve Resolution 2026-34 Amending the Consolidated Fee Schedule to include an Insignificant Land Disposal Application Fee (Evan Smith)

6. WORK SESSION

6.1. Discuss Resolution 2026-33 400 South Road Design and Construction Proposal (Council Member Holdaway)

6.2. Discuss design work and build out of Gammon Park Extension (Pumpkin Patch Area) (Brian Vawdrey)
Discuss design work and build out of Gammon Park Extension (Pumpkin Patch Area)

6.3. Discuss Agreement and Insurance Requirements for Contracted Employees and Companies (Jesse Riddle)

6.4. Discussion on Geneva Ponds Lease Proposal (Brian Voeks)

7. ADJOURNMENT

The next regularly scheduled meeting is on August 11, 2026.

This meeting may be held in a way that will allow a council member 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 duly appointed City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda was posted at Vineyard City Hall, on the Vineyard City and Utah Public Notice websites, and delivered electronically to staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON:

/s/ Robin Bond

CERTIFIED (NOTICED) BY:

ROBIN BOND, CITY RECORDER

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: August 4, 2026
Agenda Item: Public Hearing for an Amendment of Vineyard City Subdivision Code
Department: Planning
Presenter: Anthony Fletcher, Naseem Ghandour

Background/Discussion:

Background

Vineyard City Subdivision Code Sections 14.06.020(4)(j) and 14.08.030(4)(j) currently require subdivision plats to be signed by the City Planner, City Engineer, City Manager (representing the will of the Mayor and Legislative Body), and City Attorney before recording with Utah County. As the City's organizational structure evolves, referencing a specific staff position in the Municipal Code may unnecessarily limit administrative flexibility. While the City continues to designate a planner to represent the Land Use Authority during the plat approval process, future organizational changes may assign this responsibility to a different position without changing the function being performed.

Analysis

Staff reviewed subdivision plat signature requirements used by several Utah County jurisdictions, including:

- American Fork
- Eagle Mountain
- Lehi
- Lindon
- Mapleton
- Orem
- Utah County

The review found that approximately 42% of the jurisdictions require a Planning or Community Development Director signature. The most common required signatory is the City Engineer (85%), followed by the City Attorney and a representative of the approving authority.

During its June 9, 2026 work session, the City Council reviewed this issue and directed staff to prepare amendments to the Subdivision Code. Rather than identifying the signatory by a specific job title, staff recommends identifying the signatory by the role performed within the subdivision approval process.

Accordingly, staff recommends replacing references to the "City Planner" with "Planner (representing the Land Use Authority)." This amendment preserves the planner's role in the plat approval process while allowing flexibility should the City's organizational structure or position titles change in the future.

Staff also recommends amending Section 14.08.003(J)(iii) to read:

Required municipal signatories include:

- Planner (representing the Land Use Authority);

- City Engineer;
- City Manager (representing the Mayor and Legislative Body);
- City Attorney.

The City Recorder shall attest the municipal signatures.
The existing planner signature block on the printed subdivision plat would remain and continue to be used by the individual designated to represent the Land Use Authority.

Planning Commission Update

The Planning Commission reviewed the proposed subdivision code amendments at its July 15, 2026 meeting. During its discussion, the Commission identified minor grammatical edits to improve the clarity of the ordinance. The proposed amendments maintain the Planner's signature block on subdivision plats while identifying the planner as the representative of the Land Use Authority. Following the discussion, the Commission voted to recommend approval of Ordinance 2026-07 to the City Council with the identified edits incorporated.

Fiscal Impact:
The proposed amendments will have no fiscal impact.

Recommendation:
Planning Commission Recommendation

At its July 15, 2026 meeting, the Planning Commission reviewed the proposed amendments to the Vineyard City Subdivision Code. Following discussion, the Commission recommended minor grammatical edits to the ordinance for clarity. The Commission then voted to forward a positive recommendation to the City Council to approve Ordinance 2026-07 with the proposed edits.

Staff Recommendation
Staff recommends approval of the proposed amendments to Sections 14.06.020(4)(j), 14.08.030(4)(j), and 14.08.003(J)(iii) of the Vineyard Subdivision Code. Replacing the specific reference to the "City Planner" with "Planner (representing the Land Use Authority)" will maintain the City's review and approval process while providing greater administrative flexibility and ensuring the Municipal Code remains effective regardless of future organizational changes. The amendment also retains the planner signature block on recorded subdivision plats as the authorized representative of the Land Use Authority, preserving the existing review process while modernizing the Municipal Code.

Sample Motion:
"I move to adopt Ordinance 2026-07, amending Sections 14.06.020(4)(j), 14.08.030(4)(j)(iii), and 14.08.100 of the Vineyard Subdivision Code as presented with the recommended grammatical edits proposed by the Planning Commission."

Attachments:
1. 7.28.26 Public Hearing Planning
2. Draft Ordinance 2026-07 July 28 Revision

July 2, 2026

Attention: **Public Hearing Notice**
Contact Person: Anthony Fletcher, Planner
707 E Mill Road
Suite 202
Vineyard, UT 84059
(801) 226-1929

NOTICE is hereby given regarding public hearing(s) before the **Planning Commission on July 15, 2026 at 7pm** and the **City Council on July 28, 2026, at 6 pm** in the council chambers at 125 S. Main Street, Vineyard, Utah 84059. This is to consider an ordinance amending Sections 14.06.020(4)(j), 14.08.030(4)(j), and 14.08.100 of the Vineyard Municipal Code relating to subdivision plat signature requirements.

Amendment of Vineyard City Subdivision Code

The proposed amendment removes the City Planner as a required signatory for subdivision plats and clarifies the City's subdivision plat signature requirements. The amendment is intended to streamline the plat recording process, eliminate an administrative obstacle created by the City's current organizational structure, and align the Subdivision Code with current City practices. The proposed changes will have no fiscal impact.

Interested persons are invited to attend the public hearing and provide comments regarding the proposed ordinance.

Public comments, questions, and requests for copies of materials are encouraged to be emailed to Anthony Fletcher at anthonyf@vineyardutah.gov prior to the meeting.

I, the undersigned, hereby certify that the foregoing Public Hearing Notice was posted at the Vineyard City Offices, the Vineyard City website, posted on the Utah Public Notice website, and delivered to surrounding entities.

/s/ Anthony Fletcher, Planner

VINEYARD CITY, UTAH
ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY OF VINEYARD CITY, UTAH, AMENDING THE VINEYARD SUBDIVISION CODE SECTIONS 14.06.020(4)(j) REQUIREMENTS FOR PRELIMINARY SUBDIVISION APPLICATIONS, 14.80.030(4)(j) REQUIREMENTS FOR FINAL SUBDIVISION APPLICATIONS, AND 14.08.100 FINAL SUBDIVISION REVIEW PROCEDURES.

WHEREAS, Vineyard is authorized to amend the City Subdivision Ordinance pursuant to Utah Municipal Code 10-20-801; and

WHEREAS, Vineyard staff finds it necessary to clarify and update requirements related to subdivision plat title blocks; and

WHEREAS, City Council held a work session on June 9, 2026 and identified a need to modify the list of required approving officials on recorded plats, specifically removal of the City Planner as a required signature to streamline processes while maintaining oversight; and

WHEREAS, the Planning staff upon further research and discussions propose considering maintaining removing “the City Planner” title and replacing it with Planner (representing the Land Use Authority). Planning department recommended approval of its proposal to the Vineyard City Council; and

WHEREAS, the Planning Commission held a public hearing on July 15, 2026 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 July 21, 2026; 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 subdivision ordinance

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

Section 1: Amendment of Section 14.06.020(4)(j) “Requirements for Preliminary Subdivision Applications” of the Vineyard Subdivision Code is amended as follows:

j. A title block, placed on the lower right-hand corner of the Plat showing:

1. Proposed name or designation of the subdivision that is distinct from any other plat already recorded in the Office of the Utah County Recorder.
2. Name and address of the owner of record and the name, address and license number of the licensed surveyor or engineer responsible for preparing the Preliminary Plat.
3. Date of preparation of the Preliminary Plat, and all revision dates, as applicable.
4. Signature blocks for the dated signatures of the ~~City~~ Planner (representing the Land Use Authority), City Engineer, City Manager (representing the will of the Mayor and legislative body), and the City Attorney. The City Recorder shall attests to the municipal signatures.

Section 2: Amendment of Section 14.08.030(4)(j) "Requirements for Final Subdivision Applications" of the Vineyard Subdivision Code is amended as follows:

j. A title block, placed on the lower right hand corner of the Final Subdivision Plat showing:

1. The Approved name of the subdivision, as approved by the Utah County Recorder.
2. Date of preparation of the Final Subdivision Plat.
3. Signature blocks for the dated signatures of the ~~City~~ Planner, (representing the Land Use Authority), City Engineer, City Manager (representing the will of the Mayor and legislative body), and City Attorney. The City Recorder attests to Municipal signatures.

Section 3: Amendment of Section 14.08.100 "Requirements for Final Subdivision Review Procedures" of the Vineyard Subdivision Code is amended as follows:

The Development Review Committee (DRC) is identified and authorized as the Land Use Authority for Final Subdivision Applications, assuring compliance with all applicable requirements of this Ordinance. The review procedures of the City for the consideration of a Final Subdivision Application are identified in Figure 1.

1. Determination of a Complete Application. A determination of a complete Final Subdivision Application shall be made by the Planner as identified in Figure 1 and VSC 14.08.070. and VSC 14.08.080. . If incomplete as to the requirements set forth in this ordinance, the submittal will be rejected and returned to the applicant for revision and resubmittal.
2. Development Review Committee Review. Following the receipt of a staff report, the Development Review Committee shall consider a Final Subdivision

Application. The Development Review Committee (DRC) shall review and consider a Final Subdivision Application at a scheduled meeting.

a. Following the consideration of the Final Subdivision Application, and all information and materials presented, including the recommendation of City staff, the Development Review Committee may approve the Final Subdivision Application, as presented, approve the Final Subdivision Application with requirements, or deny the Final Subdivision Application with findings of compliance or non-compliance with this Ordinance, and other Land Use Ordinances and requirements, as applicable.
b. The Development Review Committee may require onsite and offsite improvements, facilities and amenities, provided one hundred percent (100%) by the Applicant for Final Subdivision Application approval, such improvements, facilities and amenities being determined consistent with the requirements herein, and found necessary by the DRC to protect the health, safety, and welfare of anticipated residents of the subdivision, or the existing residents or businesses of the City. Development Review Committee Review. Following the receipt of a staff report, the Development Review Committee shall consider a Final Subdivision Application. The Development Review Committee (DRC) shall review and consider a Final Subdivision Application at a scheduled meeting.

3. Acknowledgement and Necessary Signatures Required. ~~The owner of the Subject Property shall acknowledge the Final Plat before the Development Review Committee authorized to take the acknowledgement of conveyances of real estate and shall obtain the signature of the Mayor, acting on behalf of the Council, and authorized to take the acknowledgement of conveyances of real estate on behalf of the city, and the City Attorney.~~ The Final Plat shall be signed and acknowledged by the following required signatories; each owner of record of land described and shown on the plat, notarized acknowledgement of landowner signature, land surveyor who prepared the plat, and the municipality.

   Required municipal signatories include:

   I. Planner (representing the Land Use Authority);
   II. City Engineer;
   III. City Manager (representing the Mayor and legislative body);
   IV. City Attorney.
   V. The City Recorder shall attest to the municipal signatures.

4. Dedications and Grants of Easements. When the Applicant is proposing, or is required, to provide dedications for any public or quasi-public infrastructure, utilities, or improvements, as applicable, the owner or operator of the infrastructure, utilities, improvements, and underground and utility facilities shall

approve the: (i) boundary, course, dimensions, and intended use of the right-of-way and easement grants of record; (ii) location of existing underground and utility facilities; and (iii) conditions or restrictions governing the location of the facilities within the right-of-way, and easement grants of records, and utility facilities within the subdivision. Such approval shall be provided in writing by the owner or operator of the infrastructure, utilities, improvements, and underground and utility facilities, as applicable. When land within the subdivision is to be purchased by a public or quasi-public agency, a letter of intention to purchase shall be provided. In addition, all subdivisions shall establish and maintain a landscape easement between the subdivision fence and the sidewalk within the right-of-way.

5. Recordation of Final Subdivision Plat and all Subdivision Documents. After a Final Subdivision Application has been approved, with or without requirements, and signed by all required signatories as noted in 14.08.100(3) ~~city officials and services providers~~, the Final Subdivision Plat shall be provided to the City Recorder, for presentation by the City Recorder, or designee, to the Office of the Utah County Recorder for recordation. After the Final Subdivision Plat has been recorded, the Applicant(s) may apply for building permits consistent with the approved and recorded Final Subdivision Plat and the City requirements for such permits. The Applicant is required to pay all fees, including copies, for the recording of all Final Subdivision documents and the Final Subdivision Plat.

Section 4: Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5: Effective Date

This Ordinance shall take effect upon passage and publication or posting as required by law.

PASSED AND ADOPTED by the Vineyard City Council this _____ day of _____ 2026.

_____
Zack Stratton
Mayor, Vineyard City

SEAL

ATTEST:

_____
Robin Raines-Bond
City Recorder, Vineyard City

	YES	**NO**	**ABSENT**	**ABSTAIN**
Jacob Holdaway	_____	_____	_____	_____
David Lauret	_____	_____	_____	_____
Parker McCumber	_____	_____	_____	_____
Ezra Nair	_____	_____	_____	_____
Jacob Wood	_____	_____	_____	_____

NOTICE OF PUBLIC HEARING

VINEYARD CITY COUNCIL

Notice is hereby given that the Vineyard City Council will hold a Public Hearing on **Tuesday, August 4, 2026, at 4:00 p.m.** in the **Vineyard City Council Chambers, 125 South Main Street, Vineyard, Utah**, to receive public comment regarding a proposed amendment to the Vineyard City Consolidated Fee Schedule.

Proposed Fee Schedule Amendment

The proposed amendment would establish a new Insignificant Land Disposal Application Fee of $150.00 for requests involving the disposal of certain City-owned land parcels that are:

- Valued at less than $20,000;
- Subject to an encroachment that occurred prior to January 1, 2020;
- Less than 300 square feet in size; and
- Determined by the City to have no apparent operational utility for municipal purposes.

The application fee is intended to offset administrative costs associated with reviewing and processing requests for the disposal of insignificant City-owned land.

Interested persons are invited to attend the public hearing and provide comments. Written comments may also be submitted prior to the hearing to robinr@vineyardutah.gov.

Questions regarding this proposed amendment may be directed to:

Evan Smith
Vineyard City
Email: **Evans@vineyardutah.gov**

Published and posted this 28 day of July, 2026.

Robin Bond
City Recorder, Vineyard City

MINUTES OF A REGULAR
CITY COUNCIL WORK MEETING
July 7, 2026, at 4:05 PM

Present	Absent
Mayor Zack Stratton	
Councilmember Parker McCumber	
Councilmember Jacob Wood	
Councilmember Jacob Holdaway	
Councilmember David Lauret	
Councilmember Ezra Nair	

Staff Present: Chief Deputy Holden Rockwell with the Utah County Sherrif's Office, Administrative Director David Kyle Herring, City Manager Brian Voeks, Parks and Recreation Director Brian Vawdrey, Public Works Director Naseem Ghandour, Assistant Engineer Patrick James, Chief Building Official Cris Thomas, Public Works Coordinator Dareli Villegas, City Planner Anthony Fletcher, City Recorder Robin Bond and Deputy City Recorder Tony Lara

Others Speaking: Ryan Bybee with Cadence Homes, Vineyard residents Chris Judd, Daria Evans, David Hyte, Shawn Herring, John Pettingil, and Keith Vincent

1. CALL TO ORDER

Mayor Stratton called the meeting to order at 4:05pm.

2. INVOCATION AND PLEDGE OF ALLEGIANCE (BY INVITATION)

Vineyard resident Chris Judd offered a prayer and led the pledge of allegiance.

3. PUBLIC COMMENTS

Daria Evans, living in the Villas neighborhood, asked whether the proposed insignificant land resolution should first be reviewed by the Planning Commission, noting the Commission's advisory role in considering land use and plan amendments under the City's code. She also requested information on the City's fireworks expenditures, and staff responded that Vineyard Days fireworks cost **$15,000**, while the July 2 fireworks display cost **$12,500**.

David Hyte, living in the Maples neighborhood, spoke in support of the proposed insignificant land resolution. He explained that his property includes longstanding improvements on a small parcel he believed was part of his lot when he purchased the home. He asked the Council to consider a solution for similarly situated homeowners that would avoid requiring them to effectively pay twice for property they reasonably believed they owned.

4. CONSENT ITEMS

4.1. Approval of the June 23, 2026, City Council Meeting Minutes

Motion: COUNCILMEMBER MCCUMBER MOTIONED TO APPROVE THE CONSENT ITEM AS PRESENTED. COUNCILMEMBER HOLDAWAY SECONDED. COUNCILMEMBERS NAIR, LAURET, WOOD, MCCUMBER AND HOLDAWAY VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.

5. WORK SESSION

5.1. Discuss 400 South Road Design and Construction (Council Member Holdaway)

Councilmember Holdaway introduced the discussion by explaining that negotiations to acquire a small portion of property from his father had been unsuccessful, prompting consideration of alternative road designs. He reviewed the history of prior work sessions and stated that he had met with affected property owners in an effort to develop a compromise that would allow the project to move forward while addressing concerns over right-of-way requirements.

Councilmember Holdaway argued that the City's recently adopted 83-foot collector road standard had not been applied to existing collector roads elsewhere in Vineyard and contended that requiring the additional right-of-way from only a small number of property owners was inconsistent and unfair. He presented comparisons to other collector roads throughout the city, asserted that existing roadway widths adequately accommodate emergency vehicles, and outlined a compromise design he felt would maintain traffic lanes, parking, sidewalks, and a continuous bicycle route while minimizing additional property acquisition. He stated that the proposal would treat affected property owners more equitably and reduce the potential for litigation.

Councilmember Holdaway invited Vineyard resident Shawn Herring to comment on the estimated cost of redesigning the 400 South roadway. Herring stated that, based on his professional experience, revising the plans would likely require only a day to a day and a half of engineering work which he approximated would be around $1,500 to $2,000 and could still be professionally engineered and stamped, which contrasted with the higher redesign cost estimate included in the staff report.

Following Herring's comments, Councilmember Holdaway questioned several assumptions contained in the staff report, including projected redesign costs, roadway design considerations, and overall project expenses. He argued that his proposed alternative could reduce construction costs, avoid the need for eminent domain, and potentially shorten the project's timeline compared to proceeding under the City's current design.

Mayor Stratton clarified that his earlier statement regarding potential litigation being irrelevant was based on his position that he would not support using eminent domain to acquire property for a trail project. He stated that, in his view, because he would not pursue eminent domain, discussion of lawsuits related to that approach was not applicable to the Council's decision.

Councilmember McCumber stated that he was opposed to using eminent domain for the

project and expressed concern about increasing costs to taxpayers while the City is working to reduce expenditures. Although he was interested in obtaining more detailed cost estimates to better understand the potential savings of the proposed alternative design, he emphasized that he was not supportive of incurring unnecessary redesign or engineering expenses. He concluded that the City should continue working collaboratively with staff and affected property owners to reach a mutually agreeable solution without resorting to litigation or eminent domain.

 Councilmember Lauret expressed support for Councilmember Holdaway's proposed alternative road design, stating that he believed the concept had been misrepresented in the meeting materials. After reviewing the existing roadway configuration and visiting the site, he outlined what he viewed as a practical compromise that would preserve travel lanes, improve bicycle connectivity, and maintain sidewalks while avoiding additional property acquisition or the use of eminent domain. He concluded by commending Councilmember Holdaway's efforts to work with affected property owners to develop a compromise solution.

 Councilmember Nair emphasized the importance of evaluating both the financial and time impacts of the project, noting that while the staff report contained preliminary cost estimates rather than final bid amounts, those estimates should still be considered alongside the potential costs of redesign and project delays. He requested additional clarification from staff regarding the assumptions behind the estimated costs.

Nair also raised concerns about elements of the proposed alternative roadway design, specifically questioning the offset curb alignment and suggesting it could create operational or safety issues at the intersection. He stated that any evaluation of the alternatives should consider both direct construction costs and the broader impacts of delaying the project.

Following discussion with Councilmember Holdaway regarding existing roadway conditions, Councilmember Nair maintained that past inconsistencies in roadway design should not justify repeating those practices in new construction. He emphasized that the City should strive to build infrastructure that reflects current standards where practical.

Councilmember Nair further noted that the 400 South project is part of the City's broader transportation planning efforts, referencing the adopted Transportation Master Plan and the public process used to establish the City's future roadway network. He indicated that the project should be considered within the context of those long-term planning objectives rather than solely as an isolated roadway segment.

 The Council discussed the merits of the various roadway design alternatives, focusing on roadway consistency, project costs, and long-term planning objectives. Members debated whether the proposed alternatives would create inconsistencies with existing roadway geometry, the feasibility of modifying the design to better align with current conditions, and whether redesign costs would be offset by potential construction savings.

 Ryan Bybee, representing Cadence Homes, explained that the existing development agreement established the roadway right-of-way dimensions relied upon during construction

of the development. He expressed concern that substantially modifying the roadway design at this stage could require amendments to the agreement and further delay completion of 400 South, which he described as an important access route for the development.

Mr. Bybee suggested that a potential solution could be a land exchange between the developer and the affected property owner to preserve the planned roadway width while addressing property impacts. He also discussed bicycle infrastructure, stating his preference for conventional bike lanes over the proposed cycle track and emphasizing roadway safety. Councilmember Holdaway responded by citing discussions with bicycle advocates who supported a protected bike lane for children traveling between the elementary school and the park. The discussion concluded with additional questions regarding the costs associated with bicycle infrastructure improvements and roadway modifications before Mayor Stratton returned the discussion to the broader agenda item.

 Public works director Naseem Ghandour explained that the cost estimates included in the staff report were preliminary planning-level estimates intended to inform Council deliberations rather than final construction bids. He stated that staff developed the estimates using input from the project design engineer, consultants, contractors, and previous project cost data, emphasizing that the figures represented reasonable approximations based on the information available at this stage.

Addressing the proposed roadway alternatives, Mr. Ghandour stated that changes to the alignment could require modifications to recently completed roadway improvements, utility infrastructure, and future transportation planning. He explained that staff's estimates accounted for potential roadway reconstruction, utility relocation, and design revisions necessary to maintain roadway safety and accommodate the City's long-term Transportation Master Plan.

5.2. Discuss Motorized Bikes, Scooters, and Other Means of Transportation (Deputy Chief Holden Rockwell)

 Chief Deputy Holden Rockwell reviewed recent and upcoming changes to state law governing electric scooters, e-bikes, electric motorcycles, and other high-powered electric devices. He explained the different classifications, age and helmet requirements, and how local governments may regulate their use on sidewalks, paths, and trails.

Chief Deputy Rockwell also noted that enforcement can be complicated because some high-powered electric bikes may fall under multiple legal classifications depending on their design and use. He indicated that the City may need to update its local ordinances to address areas that state law will leave to local regulation beginning in 2027.

 The Council reviewed and discussed Vineyard’s existing regulations for electric mobility devices on sidewalks, trails, and in parks. Chief Deputy Rockwell explained that current rules include a 15mph limit on sidewalks and trails, restrictions on off-highway vehicles, and a requirement that mobility devices be operated safely within City parks.

The discussion also addressed enforcement challenges involving electric motorcycles, particularly difficulties with registration, titles, and vehicle identification compared with traditional motorcycles. Rockwell noted that upcoming state requirements will provide clearer notices to purchasers regarding registration and insurance obligations, and the Council asked

him to advise the City if additional local regulations become necessary.

Chief Deputy Rockwell concluded by outlining the Police Department's current enforcement approach, explaining that the City's focus has been on education and voluntary compliance rather than impounding electric motorcycles except in more serious situations, such as when riders flee from law enforcement. He emphasized that the Department's primary concern is preventing injuries by encouraging safe operation and helmet use.

John Pettingill, living in the Holdaway Fields neighborhood, expressed concern about repeated unsafe operation of electric motorcycles in the Holdaway Fields neighborhood, describing instances of underage riders speeding and performing stunts on residential streets. Citing a recent fatal accident involving youth riders in another community, he urged the City to increase enforcement efforts before a similar tragedy occurs in Vineyard.

Keith Vincent, living in the Villas neighborhood, expressed concern about the increasing number of electric scooters and similar devices using the lakeside trail, stating that he and his wife have experienced several close calls while walking. He encouraged the City to focus on public education regarding safe operation and applicable rules to help prevent accidents.

The Council discussed potential approaches for regulating electric mobility devices on sidewalks, trails, and shared paths, balancing public safety with recreational use. Members generally supported continuing the Sheriff's Office's education-first enforcement approach while exploring whether additional local regulations would be appropriate before upcoming state law changes take effect.

Councilmembers also discussed possible policy options, including enhanced public education, improved trail signage, restrictions on certain high-powered devices, and regulations tailored to Vineyard's trail system. Staff was asked to work with the City Attorney to develop recommendations for future Council consideration, with an emphasis on maintaining safe public spaces while allowing for responsible recreational use.

5.3. Discuss Resolution 2026-31: Insignificant Land Resolution (Council Member Ezra Nair)

Councilmember Nair presented a proposed policy to address minor property line encroachments involving City-owned land. He explained that the resolution would establish a process for homeowners to resolve insignificant boundary issues through an application process, allowing the Council to consider waiving certain land acquisition costs in appropriate cases while requiring applicants to cover administrative expenses.

Councilmember Nair stated that the proposal was prompted by recent changes in state law and requests from residents, and was intended to provide a practical, lower-cost method for resolving small boundary discrepancies that arose during the City's development.

Mr. Hyte described the history of a boundary encroachment affecting his property, explaining that improvements including landscaping and fencing were installed before he

purchased the home and that the discrepancy was not disclosed during the sale. He stated that after discovering the issue, he approached City officials in hopes of finding a practical resolution for the minor encroachment.

The Council discussed potential refinements to the proposed resolution, including eligibility criteria, application thresholds, and the appropriate review process. Members expressed support for creating a process to resolve longstanding, minor boundary encroachments while emphasizing the importance of preventing the policy from encouraging future encroachments or creating unintended precedents. The discussion concluded with general direction to refine the proposal, incorporate the recommended review process, and return the resolution for formal consideration at a future meeting.

6. COMMUNICATION ITEMS

There were no items discussed in this meeting.

7. ADJOURNMENT

Meeting adjourned at 5:49

MINUTES APPROVED ON: _____

SEAL

CERTIFIED CORRECT BY: _____

TONY LARA, DEPUTY CITY RECORDER

MINUTES OF A REGULAR CITY COUNCIL MEETING
July 14, 2026, at 6:01 PM

Present	Absent
Mayor Zack Stratton	
Councilmember Parker McCumber	
Councilmember Jacob Wood	
Councilmember Jacob Holdaway	
Councilmember David Lauret	
Councilmember Ezra Nair	

Staff Present: Chief Deputy Holden Rockwell with the Utah County Sherrif's Office, City Manager Brian Voeks, Public Works Director Naseem Ghandour, Assistant City Engineer Patrick James, Chief Building Official Cris Thomas, City Attorney Jesse Riddle, Public Works Coordinator Dareli Villegas, City Recorder Robin Bond, and Deputy City Recorder Tony Lara

Others Speaking: Jason Bird, with the Utah County Health Department, Vineyard Residents Max Stratton, Malerie Walker, and Daria Evans

1. CALL TO ORDER

Mayor Stratton called the meeting to order at 6:01 pm.

2. INVOCATION AND PLEDGE OF ALLEGIANCE (BY INVITATION)

Max Stratton offered a prayer and led the pledge of allegiance.

3. PRESENTATIONS

3.1. Utah County Mosquito Abatement Program Presentation (Jason Bird, Utah County)

Jason Bird with the Utah County Health Department, provided an overview of the County's mosquito control efforts, emphasizing a prevention-first approach focused on reducing mosquito populations before they become a public health risk. He described the program's use of surveillance, larval treatments, drone technology, GIS mapping, and disease testing to guide targeted mosquito control efforts and minimize the spread of mosquito-borne illnesses.

Councilmembers asked questions regarding the County's mosquito abatement efforts, including the incidental effects of mosquito treatments on midge flies, the program's

qualifications and operations, and potential strategies for addressing Vineyard's recurring midge fly concerns.

4. PUBLIC COMMENTS

Malerie Walker, living in the Elms neighborhood, expressed concerns regarding the 400 South roadway project. Ms. Walker expressed support for completing the project with an emphasis on public safety, timely completion, and long-term roadway functionality. Her comment also raised concerns regarding Councilmember Holdaway's participation in the matter and requested that he consider recusal due to a perceived conflict of interest. The full written comment is attached to these minutes.

Daria Evans, living in the Villas neighborhood, asked about the City's irrigation practices for public parks, expressing concern about water usage and standing water in landscaped areas. She also requested an update on the City's fire hydrant collar installation program.

5. CONSENT ITEMS

5.1. Acceptance of the West Rail Trail from Utah County

Motion: COUNCILMEMBER WOOD MOVED TO APPROVE THE CONSENT ITEM AS PRESENTED. COUNCILMEMBER MCCUMBER SECONDED. COUNCILMEMBERS NAIR, LAURET, WOOD, HOLDAWAY AND MCCUMBER VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.

6. BUSINESS ITEMS

6.1. Approve Resolution 2026-31 Insignificant Land

Staff and Council continued their discussion of the proposed insignificant land resolution, considering revisions to the eligibility criteria, including application thresholds, qualifying dates, and review standards. Council discussed balancing flexibility for property owners with safeguards to discourage future encroachments, ultimately expressing support for allowing applications that meet most of the established criteria while preserving Council discretion to review exceptions on a case-by-case basis. Staff also noted that administrative procedures to implement the policy would continue to be developed following adoption of the resolution.

Motion: COUNCILMEMBER MCCUMBER MOVED TO ADOPT RESOLUTION 2026-31, INSIGNIFICANT LAND DISPOSAL POLICY AS AMENDED TO REQUIRE THAT APPLICANTS SATISFY AT LEAST THREE OF THE FOUR LISTED ELIGIBILITY REQUIREMENTS. APPLICANTS NOT MEETING THREE OF THE FOUR REQUIREMENTS SHALL SUBMIT A WRITTEN EXPLANATION DESCRIBING WHY THEIR REQUEST SHOULD BE CONSIDERED BY THE CITY COUNCIL. COUNCILMEMBER NAIR SECONDED. THE ROLL CALL WAS AS FOLLOWS: COUNCILMEMBERS NAIR, LAURET, WOOD, HOLDAWAY AND MCCUMBER VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.

7. ADJOURNMENT

The meeting was adjourned at 6:52

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: _____

TONY LARA, DEPUTY CITY RECORDER

SEAL

DRAFT

From: Malerie Walker
Sent: Tuesday, July 14, 2026 6:41 PM
To: Robin Raines-Bond <robinr@vineyardutah.gov>
Subject: 400 South statement

City Council

I am Mal Walker, I live in the Elms.

I'm speaking my concerns about 400 South.
I have loved having this connecting road, it has been so helpful and quick! My current concern for the road is to support kids getting to the park and the school, safely… and not having the timeline drag out to provide that safety. I have personally ridden on the paved trail and have really liked it. It is a bit awkward at the roundabout to change which side of the road I'm on and then change back to arrive at the park. I am of the mentality of "let's get it right the first time" — especially will how many crossings, roundabouts and corners have had to be re-done and added to throughout the city. I feel grateful to spend no time driving on Holdaway road,(as I would imagine the citizens of Holdaway road are also) and not having to see over the blind spot due to the hill, landscape and tractor.

I have a few questions and concerns regarding Jake Holdaway and this project. I am publicly asking Jake to recuse himself in this matter, and I have a few reasons why, but would love to hear responses… from both Jake and other council members.

- what I witnessed last week was, in my opinion embarrassing. Jake, I hope you went home with some humility for your behavior.
- Based on the actions last week, I do not believe Jake has the skills, or desire, to be professional. Jake spent a lot of time blaming others, and wanting to be the most right

and was very focused on being heard but not doing much listening.

- It would appear Jake is of the belief that there is a conspiracy that was put into motion from the prior administration, and he would like to get even about that. Tit for tat, feels a bit revengeful more than really seeking what is best. I guess that's what you call a sore winner.
- Jake spoke highly of his integrity, going on several side quests while speaking about his integrity, to really drive the point home. It didn't land, Jake. I heard no integrity, I heard a need to be right. Arguing and "hear say".. I would challenge Jake, that if his integrity is what he says it is, to recuse himself on this matter. Speak as a citizen, not as a council member.
- The professionalism really got off to a shaky start. Jake regularly swapped the words "Father and Keith", depending on the sentence. I would assume to drive emotion.. If I didn't know Keith was Jake's father, it would be confusing to keep up.
- I'm really sentimental, I relate to the importance and meaning of property and family land. It is my understanding that the Holdaways chose selling (whether agreed upon as a family or not) compared to keeping family land, which comes with losses and gains for the family.
- The developer made a VERY generous offer regarding the land, which made a whole lot of sense to me. I personally, would love to be gifted 2000 sq feet of property.. especially if it means I'm 1,550 sq feet more than I was before, with better land, which is still old family land.
- I would love to hear Keith's, not Jake speaking on his behalf, reasons for why the 450sq feet against the road is so important and so sacred — especially with a trade on the table.
- Let's not have the poor design of Holdaway road influence what amazing roads we could have, especially as a commuter road.
- To reference Jake's property specifically off of Holdaway road, that tractor and hill has got to go. The tractor might be sentimental to the family, but I have yet to meet a single citizen that adores that dang tractor. It is such a dangerous corner, and I fear there will be a terrible accident. I am unclear if there is dispute about Jake's landscaped portion that belongs to the city, or if the only dispute is Keith's 450sq feet.
- Imminent domain feels messy and is messy, and I understand not wanting to enforce. But truly, what's the game plan if Holdaway's choose to not practice integrity and choose make it a battle?
- I would love to hear from other council members on why you believe Jake should stay seated during this matter. Again, it is worth repeating, based off of behavior last week, I do not believe Jake has the skills, maturity or desire to behave in a respectful and reasonable manner. He blatantly ignored and disrespected and the Mayor… he treated the meeting like a trial, talking over others. I do not believe he is willing to hear other plans aside from the one he wants, based on his actions and words. To put it simply: he was a bully. And because of that behavior I do not believe he is thinking beyond his own conflicted interest and he is not considering the city, the function or citizens.
- In conclusion; I desire the road, sidewalk and trail to be completed. I desire safety and well being. I look forward to seeing, what I refer to as junk and debris, cleared away from the side of the road. I desire functioning driving lanes. I appreciate the trail on the north side and sidewalk on the south side, to accommodate all neighborhoods and developments. I appreciate the wideness of the road; heaven knows we needed that width throughout the city. So why are we caring what the other roads widths are, we can all admit that most the roads got it wrong the first time. Let's not waste costs on "re-do's"… but also, If you guys want to come take 4' of drive strip in the elms, let's do it.

Landscaping and paying for over 400 sq feet was annoying, but I'd still welcome the 8' wider road.

- David Lauret talked how the road has been functioning fine for 15-20 years, and I believe that was true-ish, 15-20 years ago.. and now the population grew, and the traffic changed… so that point feels irrelevant in current time. I have sat passenger seat while my 15 year old learns to drive; passing cars north of the roundabout and guiding him on what to do, and to essentially telling him "ignore the lines in the road" to avoid collisions.
- Let's not have this road be about Jake, Keith or the name Holdaway. Jake feels targeted because of his family name, but he's the only one who is making it about him. I can assure you Jake, no matter the owner, this conversation would be happening. The difference would be that we'd be working with a reasonable family who wants resolution. I thank the staff for the spectacular job they've done. Let's keep the focus on the city, the citizens, and what is truly in the best interest of the people; remembering costs, safety and timeline. school is starting soon… with the question pending if busses will be available now that the road is completed… which means kids will be commuting via bike and walk, along the trail and sidewalks.. with multiple crossing points. There are reasonable solutions on the table.. I urge all council members to not get sucked into the drama this has the potential to be. I urge you to challenge Jake, don't let him bully or manipulate. Please, listen to your voters, i'm asking you to remember that you vote on behalf of what your citizens are asking you for. Not on your loyalty's and friendships within the council. So please, take the time to listen.

Thank You!
Malerie Walker

VINEYARD CITY, UTAH
ORDINANCE NO. 2026-07

AN ORDINANCE AMENDING SECTION 14.06.020 OF THE VINEYARD CITY MUNICIPAL CODE RELATING TO REQUIREMENTS FOR PRELIMINARY SUBDIVISION APPLICATIONS, INCLUDING THE REMOVAL OF THE CITY PLANNER FROM REQUIRED PLAT SIGNATURE BLOCKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Vineyard City Council finds it necessary to clarify and update requirements related to subdivision plat title blocks; and

WHEREAS, the City Council desires to modify the list of required approving officials; and

WHEREAS, the City Council finds that removing the City Planner from required signature blocks will streamline administrative processes while maintaining necessary oversight; and

WHEREAS, requiring attestation by the City Recorder continues to ensure validity and proper authorization of City approvals; and

WHEREAS, the amendments set forth herein are in the best interest of the public health, safety, and welfare of Vineyard City.

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

Section 1. Amendment of Section 14.06.020

Section 14.06.020, titled *"Requirements for Preliminary Subdivision Applications,"* is hereby amended as follows (deletions shown in ~~strikethrough~~, additions in bold):

14.06.020 Requirements for Preliminary Subdivision Applications

All Preliminary Subdivision Applications filed with Vineyard City shall provide the following application information:

(4)

(j) A title block, placed in the lower right-hand corner of the plat, showing:

(iv) Signature blocks for the dated signatures of the following City officials:

- ~~City Planner~~
- City Engineer
- City Manager, representing the will of the Mayor and City Council
- City Attorney

The City Recorder shall attest all required City signatures. Such attestation shall include the City Recorder's signature and, where applicable, the official seal of Vineyard City, certifying that the signatures affixed are duly authorized and executed in accordance with Vineyard City requirements.

Section 2. Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date

This Ordinance shall take effect upon passage and publication or posting as required by law.

PASSED AND ADOPTED by the Vineyard City Council this _____ day of _____ 2026.

_____
Zack Stratton
Mayor, Vineyard City

SEAL

ATTEST:

_____
Robin Raines-Bond
City Recorder, Vineyard City

	YES	NO	ABSENT	ABSTAIN
Jacob Holdaway	_____	_____	_____	_____
David Lauret	_____	_____	_____	_____
Parker McCumber	_____	_____	_____	_____
Ezra Nair	_____	_____	_____	_____
Jacob Wood	_____	_____	_____	_____

EXHIBIT A

14.06.020 Requirements For Preliminary Subdivision Applications

All Preliminary Subdivision Applications, filed with the city, shall provide the following application information

(4)

(j) A title block, placed on the lower right hand corner of the Plat showing:

(iv) Signature blocks for the dated signatures of the City Engineer, City Manager (representing the will of the Mayor and legislative body), and the City Attorney. City Recorder attests city signatures.

14.06.020 Requirements For Preliminary Subdivision Applications

All Preliminary Subdivision Applications, filed with the city, shall provide the following application information

(4)

(j) A title block, placed on the lower right hand corner of the Plat showing:

(iv) Signature blocks for the dated signatures of the ~~City Planner,~~ City Engineer, City Manager (representing the will of the Mayor and legislative body), and the City Attorney. City Recorder attests city signatures.

VINEYARD CITY, UTAH
RESOLUTION NO. 2026-34

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

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

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

WHEREAS, this Resolution would establish a new Insignificant Land Disposal Application Fee of $150.00 for requests involving the disposal of certain City-owned land parcels.

WHEREAS, a Public Hearing was duly noticed and was held on the 4th day of August 2026 on the proposed amendments.

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

Section 1. The City Council hereby adopts an Insignificant Land Disposal Application Fee of $150.00 for requests involving the disposal of certain City-owned land parcels.

Section 2. This resolution shall take effect upon passage.

Section 3. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED AND ADOPTED by the Vineyard City Council this _____ day of _____ 2026.

ATTEST:

_____
Zack Stratton
Mayor, Vineyard City

_____
Robin Bond
City Recorder, Vineyard City

	YES	NO	ABSENT	ABSTAIN
Jacob Holdaway	_____	_____	_____	_____
David Lauret	_____	_____	_____	_____
Parker McCumber	_____	_____	_____	_____
Ezra Nair	_____	_____	_____	_____
Jacob Wood	_____	_____	_____	_____

Background for 400 South Concept Design

On July 7, 2026, the City Council directed staff to evaluate an alternate concept for the reconstruction of 400 South. Vineyard City subsequently contracted with Region Engineering & Surveying to prepare a preliminary concept design and planning-level cost estimate for the alternate roadway configuration.

The concept proposes a roadway section consisting of (from north to south): 10-foot landscaped park strip, 10-foot shared-use trail, 12-foot westbound travel lane, 12-foot eastbound travel lane, 8-foot planter strip, and 5-foot sidewalk within the 65-foot right-of-way and would require acquiring approximately 515-square feet of property along 400 South. The concept also includes intersection improvements at Holdaway Road, ADA-compliant pedestrian ramps, 2 driveway approaches, relocation of the existing stop sign and stop bar, storm drain improvements.

The accompanying planning-level cost estimate prepared by Region Engineering & Surveying is approximately $334,735, including a 10% construction contingency.

The concept is a preliminary planning-level design and is not a final engineered construction plan. Final dimensions, grades, and improvements may vary during final engineering design.

The planning-level cost estimate is intended for budgeting purposes only and would be refined during final engineering design and bidding process.

RESOLUTION 2026-33

A RESOLUTION OF THE CITY COUNCIL OF VINEYARD CITY TO RECONSTRUCT 400 SOUTH AND SUSPEND ANY MUNICIPAL ORDINANCE, POLICY, PLAN OR OTHER DEVICE THAT IS IN CONFLICT WITH THIS RESOLUTION

WHEREAS, Vineyard City ("City") is a Utah municipal corporation organized and existing under the laws of the State of Utah; and

WHEREAS, the City Council desires to reconstruct that portion of 400 South, as more fully described in Addendum A; and

WHEREAS, the City desires to suspend any municipal ordinance, prior resolution, policy, plan or other device that is in conflict with this resolution to reconstruct 400 South, as more fully described in Addendum A.

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

Section 1. The City Council hereby directs City Staff to reconstruct 400 South, in conformity with and as more fully described in Addendum A.

Section 2. The City Council hereby suspends any municipal ordinance, prior resolution, policy, plan, or other device that conflicts with the reconstruction of 400 South, in conformity with and as more fully described in Addendum A.

Section 3. Effective Date: This Resolution shall take effect immediately upon adoption.

Passed and dated this _____ day of _____, 2026.

ATTEST:

_____	_____
Zack Stratton	Robin Bond
Mayor, Vineyard City	City Recorder, Vineyard City

SEAL

	YES	NO	ABSENT	ABSTAIN
Jacob Holdaway	_____	_____	_____	_____
David Lauret	_____	_____	_____	_____
Parker McCumber	_____	_____	_____	_____
Ezra Nair	_____	_____	_____	_____
Jacob Wood	_____	_____	_____	_____

Tyler Brown	400 S Reconstruction
385-223-0487	
7/30/2026	

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
MOB/Permits/Supervision	LS	1	$ 8,425.00	$ 8,425.00
SWPPP (Trackout, Dumpster and Sweeping)	LS	1	$ 5,750.00	$ 5,750.00
Traffic Control	LS	1	$ 4,860.00	$ 4,860.00
				$ 19,035.00
Demo				
Clear and Grub with Haul Off	SF	16,790	$ 0.62	$ 10,409.80
Clear and Store Gravel	LS	1	$ 1,535.00	$ 1,535.00
Mill Existing Asphalt and Haul Off	LS	10,345	$ 0.75	$ 7,758.75
Remove Curb and Gutter	LS	1	$ 5,830.00	$ 5,830.00
Remove Sidewalk	LS	1	$ 3,000.00	$ 3,000.00
Remove Tree	EA	2	$ 230.00	$ 460.00
				$ 28,993.55
Storm Drain				
SD - Connect to Ex.	EA	2	$ 2,745.00	$ 5,490.00
SD - 18" RCP	LF	743	$ 100.00	$ 74,300.00
SD - Manholes	EA	5	$ 4,085.00	$ 20,425.00
				$ 100,215.00
Road Work				
RW - Import Fill A1a	CY	665	$ 50.50	$ 33,582.50
RW - 24" Curb & Gutter	LF	737	$ 43.15	$ 31,801.55
RW - 10' Sidewalk (5" on 6")	SF	6,560	$ 9.80	$ 64,288.00
RW - Drive Approach	SF	1,140	$ 27.35	$ 31,179.00
RW - ADA	EA	6	$ 3,640.00	$ 21,840.00
RW - 8" Roadbase	SF	17,135	$ 1.00	$ 17,135.00
RW - 4" Asphalt	SF	17,135	$ 2.95	$ 50,548.25
RW - 4" Asphalt Patching With Prep	SF	1,120	$ 6.75	$ 7,560.00
RW - Street Sign	EA	9	$ 750.00	$ 6,750.00
RW - Traffic Pole	EA	2	$ 2,635.00	$ 5,270.00
RW - Salvaged Gravel to New Location	LS	1	$ 2,550.00	$ 2,550.00
RW - Saw Cut	LS	1	$ 4,515.00	$ 4,515.00
RW - Striping (Budget Number)	LS	1	$ 10,965.00	$ 10,965.00
				$ 287,984.30
Raise and Lower Manholes	EA	2	$ 1,350.00	**$ 2,700.00**
Collar Manhole	EA	5	$ 750.00	**$ 3,750.00**
Lower and Raise Valves	EA	5	$ 1,080.00	**$ 5,400.00**
Trench Import	Tons	390	$ 18.45	**$ 7,195.50**
Export Spoils	CY	670	$ 7.75	**$ 5,192.50**

Total **$ 460,465.85**

Please read the following notes
Date of plans bid off of 12/13/2025
Bid does not include a bid bond
Bid includes the cost of fuel on 7/30/2026. Prices are subject to fuel increase.
Road Section is 4" Asphalt on 8" Road Base
Traffic control is based of the assumption we can close 400 South
Bid does not include any landscape repair
Bid does not include extra sabilization material under pipe for bedding the pipe.
Bid assumes that strom drain trenches will be 5' wide. Bid does not include budget for banks caving in.
Bid excludes concrete repair on existing round about and curb and gutter.
Due to market volatility and fuel pricing. Prices are subject to surcharges, increase in fuel, subcontractor and supplier pricing.

Exclusions:
Dewatering
Bond
Landscape
Utility Conflicts
Hard Rock
Survey/Material Testing
Pothole/Observation Pit
Looping/Utility conflicts
Dry utilities
Power pole/Line Conflicts
Fence or Landscape Repair

ESTIMATE

Subdivision Bond Form

Subdivision Name:	400 South Vineyard		Owner:		Date Calculated:
	From Station 104+75 (Avenue) to 400 S Holdaway Rd Intersection. Including Storm drain from intersection to round-a-bout				Release Date:
Qtys submitted by:	Shawn Herring				Release Number:

Sewer

**** NO SEWER INCLUDED IN THIS ESTIMATE, OTHER THAN A SERVICE LATERAL ****

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8" Sewer Main	0	ft	$ 48.00	$ -		$ -		$ -
12" Sewer Main	0	ft	$ 95.00	$ -		$ -		$ -
Sewer Manhole	0	ea	$ 4,800.00	$ -		$ -		$ -
Manhole Collars	0	ea	$ 500.00	$ -		$ -		$ -
Sewer Service	1	ea	$ 2,700.00	$ 3,000.00		$ -		$ -
Air Test	0	section	$ 60.00	$ -		$ -		$ -
Deflection Test	0	section	$ 55.00	$ -		$ -		$ -
Jet Cleaning	0	ft	$ 2.00	$ -		$ -		$ -
Televising	0	ft	$ 2.00	$ -		$ -		$ -
Engineered Fill	0	ton	$ 22.00	$ -		$ -		$ -
Additional Improvement*			$ -	$ -		$ -		$ -
			$ -	$ -		$ -		$ -
			$ -	$ -		$ -		$ -
			$ -	$ -		$ -		$ -
			Total Sewer	**$ 3,000.00**		**$ -**		**$ -**

Water

**** NO CULINARY WATER INCLUDED IN THIS ESTIMATE ****

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8" Water Main	0	ft	$ 48.00	$ -		$ -		$ -
12" Water Main	0	ft	$ 95.00	$ -		$ -		$ -
8" Water Valves	0	ea	$ 1,800.00	$ -		$ -		$ -
12" Water Valves	0	ea	$ 3,000.00	$ -		$ -		$ -
Valve Collars	0	ea	$ 350.00	$ -		$ -		$ -
1" Water Service	0	ea	$ 1,700.00	$ -		$ -		$ -
Fire Hydrants	0	ea	$ 7,600.00	$ -		$ -		$ -
Air/Vac	0	ea	$ 2,800.00	$ -		$ -		$ -
High Chlorine Test	0	ea	$ 500.00	$ -		$ -		$ -
Pressure Test	0	section	$ 350.00	$ -		$ -		$ -
Bacteria Test	0	ea	$ 200.00	$ -		$ -		$ -
Engineered Fill	0	ton	$ 22.00	$ -		$ -		$ -
Additional Improvement*				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
			Total Water	**$ -**		**$ -**		**$ -**

Secondary Water

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8" PI Main	486	ft	$ 28.10	$ 13,656.60		$ -		$ -
6" PI Main	0	ft	$ 36.00	$ -		$ -		$ -
8" PI Valves	4	ea	$ 3,975.00	$ 15,900.00		$ -		$ -
6" PI Valves	0	ea	$ 1,800.00	$ -		$ -		$ -
42" PI Gravity Pipe	0	lf	$ 60.00	$ -		$ -		$ -
8" Blow Off	2	ea	$ 2,100.00	$ 4,200.00		$ -		$ -
Valve Collars	5	ea	$ 675.00	$ 3,375.00		$ -		$ -
1" Service	0	ea	$ 1,200.00	$ -		$ -		$ -
4" Drain	2	ea	$ 1,600.00	$ 3,200.00		$ -		$ -
Connect to Existing	2	1523	$ 2,800.00	$ 5,600.00		$ -		$ -
Pressure Test	4	section	$ 600.00	$ 2,400.00		$ -		$ -
Engineered Fill	309	ton	$ 21.50	$ 6,643.50		$ -		$ -
Additional Improvement*				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
			Total Secondar	**$ 54,975.10**		**$ -**		**$ -**

Storm Drain

**** STORM DRAIN INCLUDES FULL RUN FROM Round-a-bout to 400 S Holdaway Rd ****

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
12" Storm Drain	0	ft	$ 55.00	$ -		$ -		$ -

15" Storm Drain	0	ft	$ 75.00	$ -		$ -		$ -
18" Storm Drain	730	ft	$ 95.00	$ 69,350.00		$ -		$ -
24" Storm Drain	0	ft	$ 125.00	$ -		$ -		$ -
30" Storm Drain	0	ft	$ 160.00	$ -		$ -		$ -
36" Storm Drain	0	ft	$ 180.00	$ -		$ -		$ -
Double R-Tank Chambers	0	ft	$ 90.00	$ -		$ -		$ -
Tie into Existing (w/ removal of 1)	1	ea	$ 6,000.00	$ 6,000.00		$ -		$ -
Storm Manhole	5	ea	$ 4,000.00	$ 20,000.00		$ -		$ -
Storm Box	1	ea	$ 3,000.00	$ 3,000.00		$ -		$ -
Concrete Collars	5	ea	$ 500.00	$ 2,500.00		$ -		$ -
Storm Inlet Box/W Snout	0	ea	$ 3,600.00	$ -		$ -		$ -
Retention Pond	0	cy	$ 10.00	$ -		$ -		$ -
Televising	730	ft	$ 2.00	$ 1,460.00		$ -		$ -
Engineered Fill	481	ton	$ 22.00	$ 10,574.49		$ -		$ -
Additional Improvement*				$ -		$ -		$ -
Removal of ex. storm box/pipe	1	ls	3500	$ 3,500.00		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
			Total Storm	**$ 116,384.49**		**$ -**		**$ -**

Streets

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Clear & Grub	20000	sf	$ 0.50	$ 10,000.00		$ -		$ -
12" Sub Base	0	cy	$ 27.00	$ -		$ -		$ -
8" Sub Base	0	cy	$ 27.00	$ -		$ -		$ -
8" Road Base	215	cy	$ 22.00	$ 4,739.73		$ -		$ -
24" Curb	470	ft	$ 19.50	$ 9,165.00		$ -		$ -
Curb Road Base	46	cy	$ 27.00	$ 1,240.80		$ -		$ -
5' Sidewalk	0	ft	$ 32.00	$ -		$ -		$ -
10' Asphalt Trail	4300	ft	$ 2.25	$ 9,675.00		$ -		$ -
SW Road Base	0	cy	$ 27.00	$ -		$ -		$ -
Pedestrian ADA Ramp	4	ea	$ 4,000.00	$ 16,000.00		$ -		$ -
3" Asphalt	0	sf	$ 2.00	$ -		$ -		$ -
4" Asphalt	4340	sf	$ 2.25	$ 9,765.00		$ -		$ -
Testing (Density)	1	ls	$ 1,200.00	$ 1,200.00		$ -		$ -
Preservation Coat	4341	sf	$ 0.35	$ 1,519.35		$ -		$ -
Additional Improvement*				$ -		$ -		$ -
PAINT	1	ls	5000	$ 5,000.00		$ -		$ -
CONCRETE DRIVE APPROACH	2	ea	5500	$ 11,000.00		$ -		$ -
Asphalt M&O/Removal/Waste	1	ls	32175	$ 32,175.00		$ -		$ -
			Total Streets	**$ 111,479.88**		**$ -**		**$ -**

Electric, Landscaping & Misc.

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Mob Fees	1	ls	$ 3,200.00	$ 3,200.00		$ -		$ -
Landscaping Clean up	2500	sf	$ 4.00	$ 10,000.00		$ -		$ -
SWPPP	1	ls	$ 2,500.00	$ 2,500.00		$ -		$ -
Traffic Control	1	ls	$ 2,765.00	$ 2,765.00		$ -		$ -
Additional Improvement*				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
				$ -		$ -		$ -
			Total Other	**$ 18,465.00**		**$ -**		**$ -**
			Totals	$ 304,304.46		$ -		$ -

1st Release	$ -							
2nd Release	$ -		**10% Contingen**	**$ 30,430.45**		$ -		$ -
3rd Release	$ -		**Totals**	**$ 334,734.91**		$ -		$ -
4th Release	$ -					Less 10%		$ -
5th Release	$ -					Less Prior Draws		$ -
6th Release	$ -		10% Cash Req	$ 33,473.49		Amount Due This Draw		$ -
7th Release	$ -		Inspection Fee	$ 20,084.09				
8th Release	$ -					Remaining Balance		$ 334,734.91
Total	$ -					Remaining Balance minus 10% Cash		$ 301,261.42

Street Signs	Each	Total
0	$ 100.00	$ -
0	$ 200.00	$ -
	Total	$ -

Signatures:	
Finance Director:	
Development Engineer:	
City Inspector:	
Developer:	

region Engineering & Surveying
1776 N. State St. #110
Orem, UT 84057
P: 801.376.2245
regiondesignllc.com

400 SOUTH COMPLETION
VINEYARD, UTAH

DATE:7.29.2026
PROJECT #

REVISIONS:

1	
2	
3	

SHEET NAME:

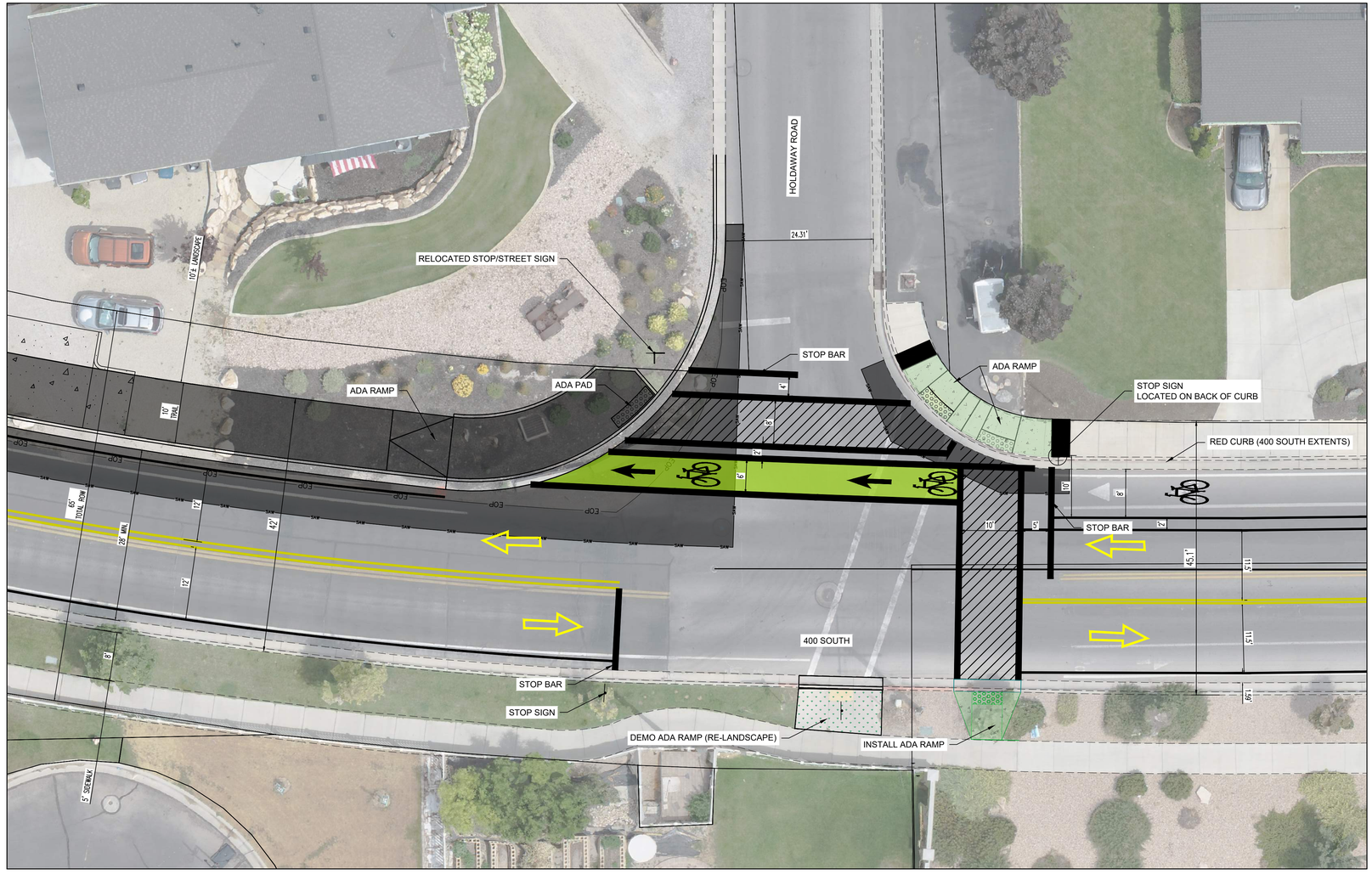
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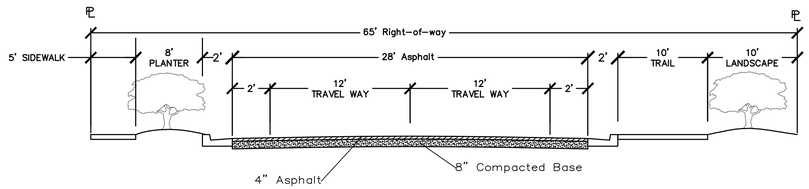
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SCALE 1" = 10'
(11"x17")
SCALE 1" = 20'





400 South Street Cross Section

region Engineering & Surveying
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400 SOUTH COMPLETION
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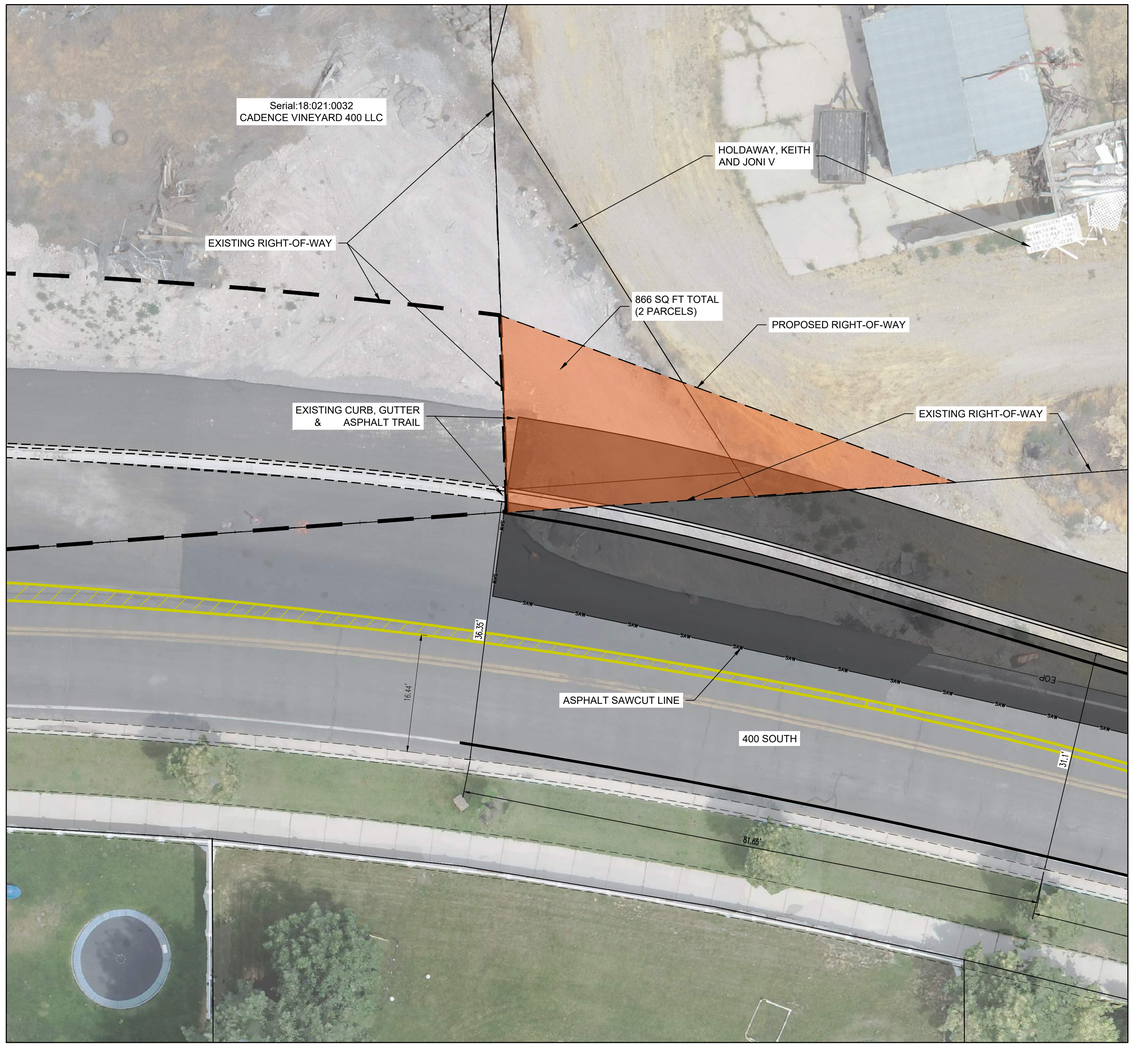
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SCALE 1" = 10'
(11"x17")
SCALE 1" = 20'

RIGHT-OF-WAY EXHIBIT
KEITH HOLDAWAY - Option 1



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400 SOUTH COMPLETION
VINEYARD, UTAH

DATE:7.29.2026
PROJECT #

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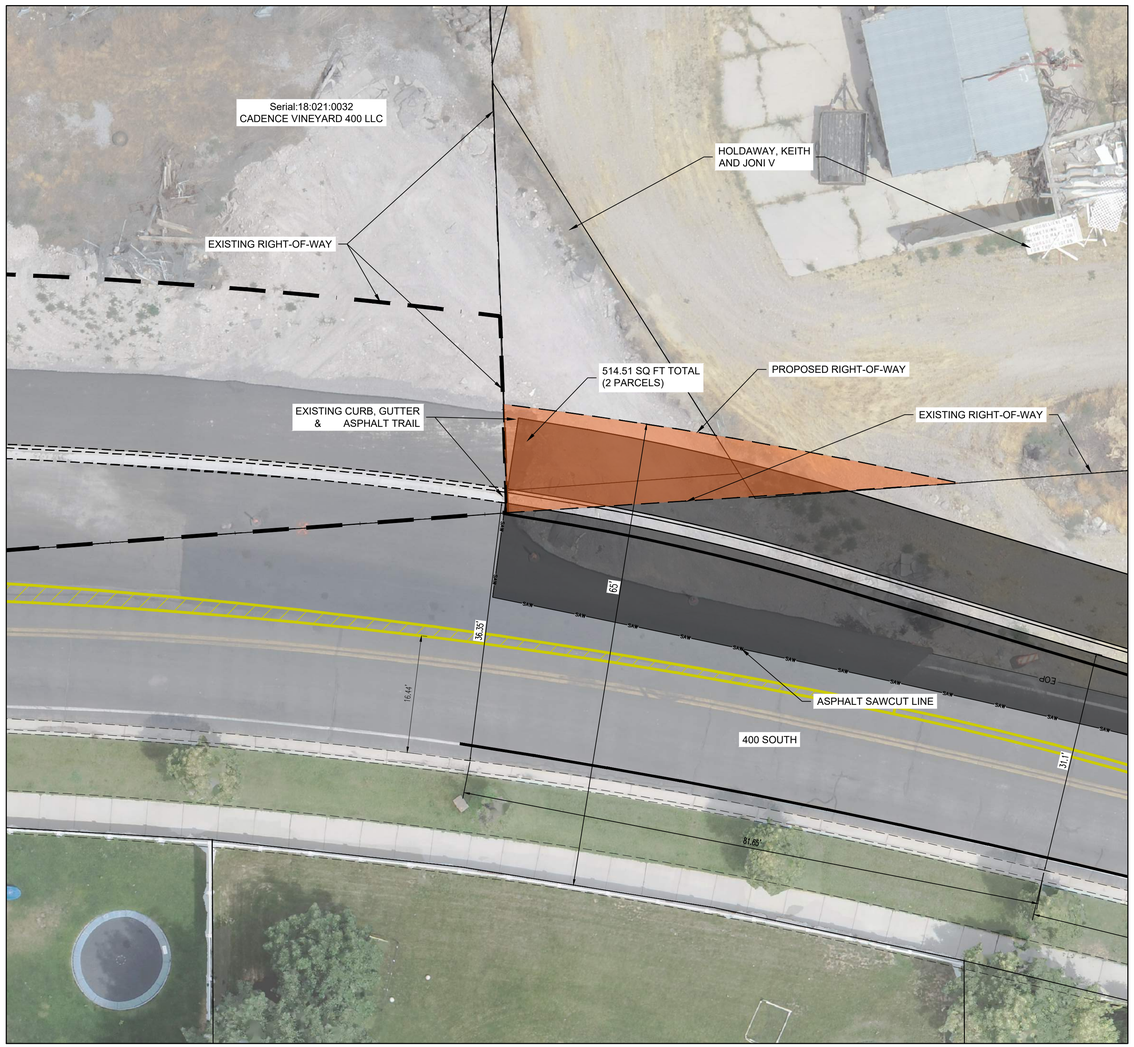
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SCALE 1" = 20'

RIGHT-OF-WAY EXHIBIT
KEITH HOLDAWAY - Option 2



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400 SOUTH COMPLETION
VINEYARD, UTAH

DATE:7.29.2026
PROJECT #

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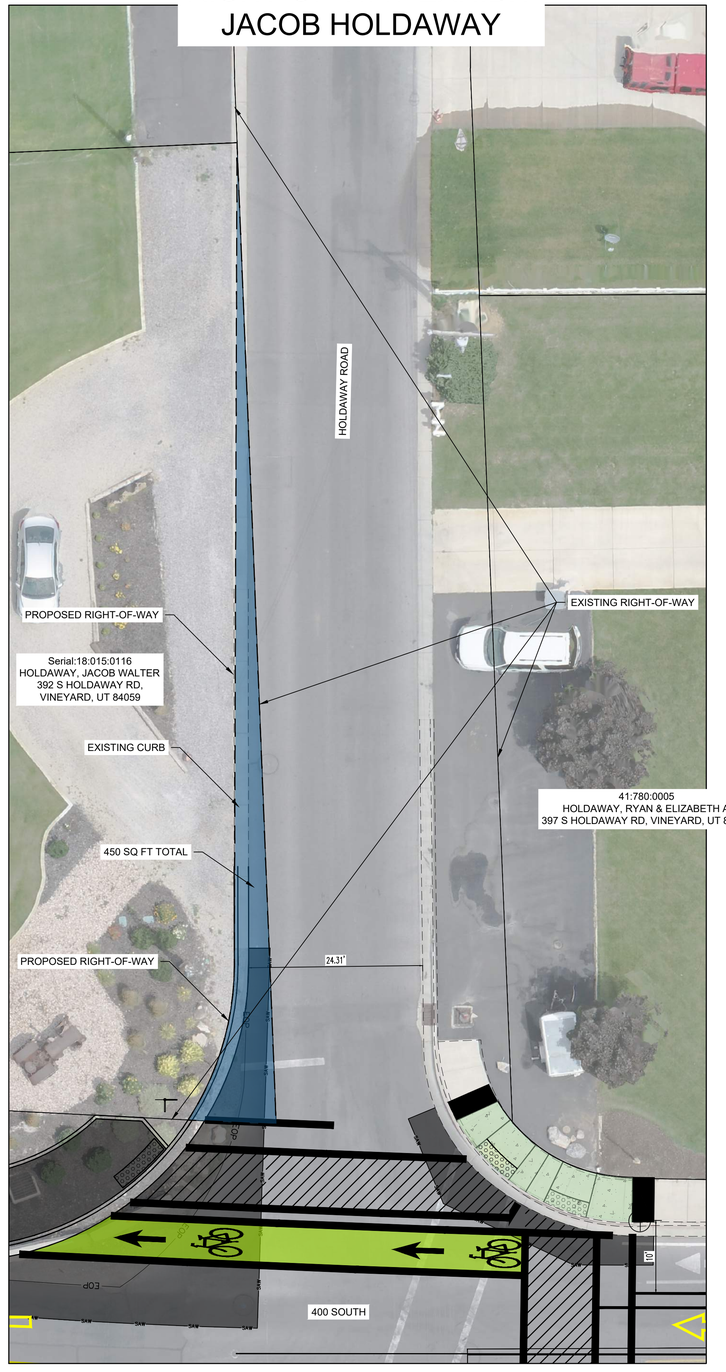
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NORTH

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(11"x17")
SCALE 1" = 20'

RIGHT-OF-WAY EXHIBIT
JACOB HOLDAWAY



region Engineering & Surveying
1776 N. State St. #110
Orem, UT 84057
P: 801.376.2245
regiondesignllc.com

400 SOUTH COMPLETION
VINEYARD, UTAH

DATE:7.29.2026
PROJECT #

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VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: August 4, 2026
Agenda Item: Discuss design work and build out of Gammon Park Extension (Pumpkin Patch Area) (Brian Vawdrey)
Department: Parks & Recreation
Presenter: Brian Vawdrey

Background/Discussion:
Back in 2021, Vineyard City contracted with Consor Engineers to create an open space master plan for the Central Corridor Area in Vineyard. This plan covers approximately 80 acres of open space and was created to help guide further park development. Public input was gathered through various means for this plan.

Of the approximate 80 acres identified in the Central Corridor Master Plan, about 11 acres are within the area known as the Gammon Park Extension (Pumpkin Patch). There is currently $50,000 approved in this fiscal year's budget to finalize conceptual and construction documents in preparation for future build-out of the 11-acre area.

However, due to the time gap between now and when the Central Corridor Master Plan was created, and Vineyard City staff reckoning that needs have changed/edits could be of great value, Vineyard City staff would like to obtain City Council's direction regarding if editing the Central Corridor Plan is of interest. If so, what elements and how soon.

Central Corridor Master Plan proposed edits from Vineyard City Staff include:

Grove Park:
-Remove dog park from Grove Park (Utah City is in the works of building a small dog park and a large dog park).
-Remove dirt pump track.

Gammon Park:
-Remove all-abilities playground. Utah City recently built one.
-Remove on-street parking and instead make the parking lot (identified in the Master Plan) much bigger. This can help provide added parking and prevent potential issues with cars reversing onto Center Street.
-Remove the walkway that cuts through the grass field and the multi-use pathway. These prevent potential useful space for recreation programming
-Remove the dog park. (Utah City is in the works of building a small dog park and a large dog park).
-Remove the baseball backstop within the multi-purpose field. This prevents potential useful space for multi-sport recreation programming
-Remove slacklines and pickleball courts from City Hall area. This area of the plan seems to not be to scale for the area unless a lot of dirt is brought in. Instead, replace these items with an asphalt pump track.

Potential additions to Gammon Park, pending community buy-in could include:

-Add two more tennis courts so it's a 4-court complex. This is needed to host for youth tennis program and would allow additional court offerings than what is currently available to the public.
-Add two little league baseball fields.
-Add a permanent stage, pavilions, and Parks storage/office space.

Vineyard City Staff considers the two most urgent build-out items in the 11-acre pumpkin patch area to be multi-purpose fields and parking. As a result, Vineyard City staff would also like to obtain City Council's direction on if they consider removing street parking to be a significant change to the Central Corridor Master Plan. If the answer is yes, then would it necessitate a complete re-design of the Master Plan OR would it necessitate just a design amendment. Also, to determine if a public hearing is necessary before making a potential change to the parking as currently shown in the Master Plan.

OPTION 1:
Completely re-do the Central Corridor Master Plan. This would require approximately $40,000 to implement and would take approximately 12 months to complete.

OPTION 2:
Move forward with conceptual and construction documents for just the two multi-purpose fields and parking within the 11-acre pumpkin patch area. Then, re-do the rest of the Central Corridor Master Plan next fiscal year.

OPTION 3:
Move forward with conceptual and construction documents for just the two multi-purpose fields and parking within the 11-acre pumpkin patch area. Then, approve $30,000 of funding to re-do the rest of the Central Corridor Master Plan this fiscal year.

OPTION 4:
Move forward with conceptual and construction documents for the entire 11-acre pumpkin patch area with park amenities as identified currently in the Central Corridor Master Plan.

Fiscal Impact:
See section above

Recommendation:
Vineyard City staff recommends that City Council support Option 2 or 3.

Sample Motion:
N/A

Attachments:
1. Vineyard Central Corridor Masterplan- Final
2. 11-acre Park + Gammon Park

VINEYARD CENTRAL CORRIDOR MASTERPLAN

Submitted to:
Vineyard City

Submitted by:
Consor Engineers
986 West 9000 South
West Jordan, UT 84088
801-495-4240

April 2023

Executive Summary

Accessibility to the Vineyard Central Corridor through well-connected trail network is a key goal for this vibrant, livable, and healthy community. Well planned trails and recreational amenities are an integral part of a complete and attractive recreation system to help increase economic viability. Well planned access locations in the community aid in reducing traffic congestion in residential neighborhoods, while also helping to improve the health and quality for life of residents and communities.

An active lifestyle is a primary component in the allure of Vineyard City to many new residents. Vineyard City contracted with Consor Engineers, to create The Central Corridor Master Plan that promotes an active lifestyle. This plan focuses specifically on exploring recreational solutions and maintaining maximum natural open space. The primary goal of this plan was
to develop a plan to identify potential recreational amenities and destination locations for the Central Corridor. The plan process included coordination with Vineyard city officials and staff as well as its residents.

Tasks completed by the project team during the development of the Central Corridor Master Plan include:

- Coordination with Vineyard City staff;
- Completion of various map iterations with revisions and changes as directed by the project team;
- Completion of project and planning evaluation of potential recreation amenities;
- Completion of public open houses;
- Completion of a online public survey;
- Completion of a preliminary conceptual design;
- Completion of this open space master plan document;

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1.4 Project Team Members 2

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1.0 Introduction

In 2021, Vineyard City contracted with Consor Engineers to complete an open space masterplan for the Vineyard Central Corridor area. The Central Corridor Master Plan was developed to provide a framework for creating a system of trails and recreation amenities throughout the property. The City envisioned serving a diverse range of users, providing safe and well-maintained linkages to important natural, recreational, and cultural spaces.

1.1 Project Setting

Vineyard City is located on the west side of I-15 and west of Orem. The City has roughly 16,000 residents according to the World Population Review estimates.

The City is bordered by Orem to the east, Provo to the south, Lindon to the north, and Utah Lake to the west.

The proposed study area for the Vineyard Central Corridor Master Plan, focuses on the 25 acre site east of Vineyard Grove Park, and the open space west and south of Gammon Park - nearly 80 acres in total.

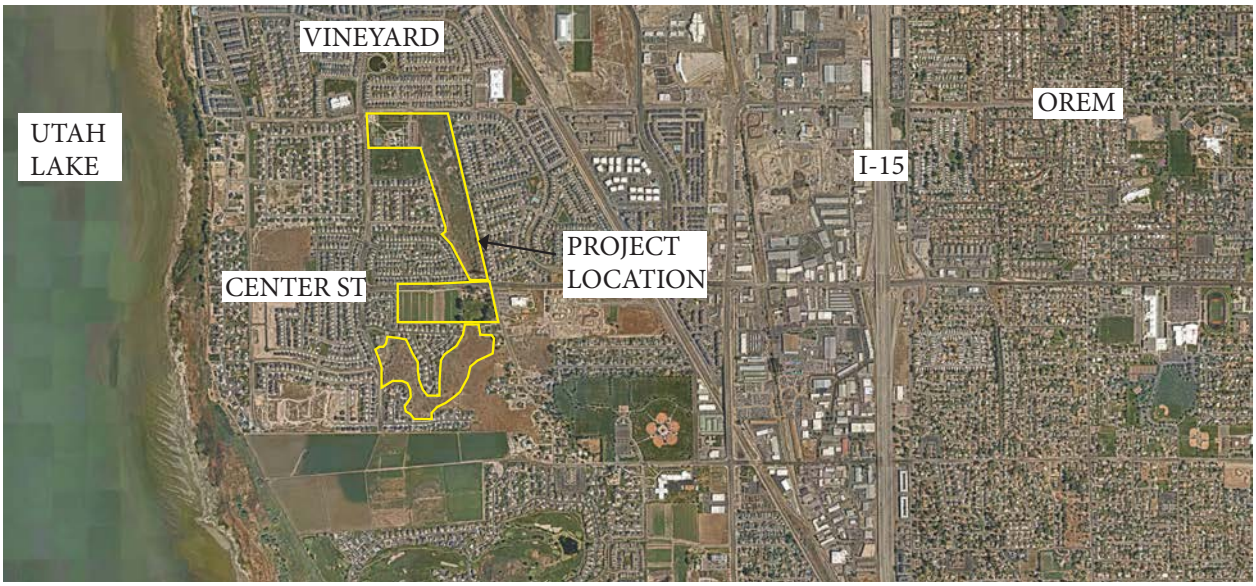


Figure 1: Location Map

1.2 Importance of Open Space Planning

Well thought-out open space planning does more than create amenities for a community; a unified open space master plan does the following:

- Connects open space and trail users into a municipal and regional network;
- Connects communities;
- Encourages integrated development planning;
- Connects the local trail network to public lands and recreation areas;
- Helps preserve open space;
- Fosters an active lifestyle;

1.3 Purpose of the Master Plan

Vineyard City's vision is to expand existing recreation and trail connections throughout the City. The increasing interest in recreation throughout the City calls for more recreational opportunities. Population growth and urban expansion have created a demand for unique outdoor experiences which once established, could draw new residents and regional visitors. This proposed network of trails and unique recreational opportunities will allow Vineyard City to create a safer, more cohesive community.

The City also anticipates the likelihood of the population growing over the coming years, causing increased impacts to the natural environment. By establishing a comprehensive open space master plan now, the City can plan for the development of trails, recreation, and the preservation of the natural environment.

When creating this master plan, the following goals and objectives were outlined:

- Connect to existing local and regional trails;
- Define the recreation amenities that best suit the City and its residents;
- Create a comprehensive concept plan to provide direction for future recreational and economic development;
- Highlight and celebrate the City's rich and diverse heritage;

1.4 Project Team Members

Representatives from Vineyard City, and Consor Engineers were involved in the planning and development of the open space master plan; they are listed below:

Consor Engineering

Lars Anderson, Project Manager

Bryton Shepherd, Landscape Designer

Ankur Choudhary, Landscape Designer

Vineyard City

Briam Amaya Perez, Senior Planner

Morgan Brim, Community Development Director

Ezra Nair, City Manager

Cristy Welsh, Council Member

Amber Rasmussen, Council Member

Bryce Brady, Planning Commission Chair

Kathryn Newman, Office Manager

Ben King, Rec Coordinator

Sullivan Love, Water Manager

Ginger Kellems, Rec Coordinator

Brian Vawdrey, Rec Manager

Bethany Bee , Social Media

Justine Marshall, MS4/Floodplain

Emily Dicataldo, Engineer in Training

Naseem Ghandour, Public Works Director

1.5 Public Involvement

Vineyard City and the surrounding communities have an active population with a passion for outdoor recreation. The project team determined that public opinion and support for the master plan would be essential in its development and implementation. The project team used the following methods to involve the general public and coordinate between agencies:

- Conducted numerous public open houses;
- Organized an online user survey;
- Created presentations and informational materials;

1.6 Benefits of Open Space

Trails and open space have tremendous benefits for local communities. Not only do they connect cities and towns to surrounding lands, but they also enhance the local quality of life. Vineyard City has prioritized this concept and has taken the necessary steps to prepare an open space master plan so the community can benefit from the trail system and recreational opportunities in their natural open space.

1.7 Heritage Preservation

Preserving the heritage of Vineyard City will be accomplished through a multifaceted approach that involves but is not limited to the utilization of themed buildings, shade structures, landmarks, statues, artwork, signage and plaques as well as the integration of vintage farm implements throughout the city's walking paths and trail-networks. These and other elements will serve to showcase the rich and diverse history and cultural identity of the City.

The Community & Cultural Center will play a central role in this effort, serving as a hub for community events and activities as well as a location to celebrate the City's heritage. This approach will help to create unique and engaging environments for residents and visitors, and will ensure the cultural legacy of Vineyard City is preserved for generations to come.

2.0 Community Engagement

Public Involvement (PI) played an integral role in the development of the Vineyard Central Corridor Master Plan. Generating support among residents was crucial to building a plan that connects neighborhoods to open space and ties the recreational locations together. To accomplish this goal, the project team held committee meetings, conducted public open houses, and organized an online survey to gauge trail usage, recreational activities, and amenities.

2.1 Committee Meetings

Developing a unified open space master plan required collaboration between Vineyard City staff, its residents, and Consor Engineers. These meetings occured from June of 2022 to February of 2023.

The purpose of these meetings was to review project goals and outcomes, objectives, and

identify locations for recreational uses. The team wanted to create a plan that identified a network of trails that would connect to residential areas and incorporate recreational activities that are important to the community. The second goal was to create a public input survey to collect data concerning trail usage and recreational needs and desires. The group identified the following objectives for the plan:

- Create a comprehensive public input survey;
- Hold at least three (3) public open house meetings to receive public input on the plan.

2.2 Public Open House

The team scheduled the first public open house on October 8, 2022 at Vineyard Grove Park. The purpose for the meeting was to present to the public the proposed masterplan with locations of new trails, and recreational locations. The public was given the opportunity to review the masterplan locations and make suggestions. There were five (5) additional open houses with the same objective (see list below). Several methods were used to promote the open house, including using the City's website (www.vineyardutah.org) and social media platforms.

The City's website was used as the primary information source. The project survey, open house announcements, and all materials were posted to the website. This allowed stakeholders to look at the information at their convenience.

At the open houses, residents were given the opportunity to ask questions regarding the plan directly to city staff, governing officials, and the consultant. They could also leave feedback and comments on the maps that were presented at the events. Moreover, city staff encouraged each resident to participate in the online survey. Many residents chose to do so on the spot. The following are the dates and locations of each open house in chronological order:

- Vineyard Grove Park (October 8, 2022
- Rulon Gammon Park (October 11, 2022
- Boo-a-palooza (October 18, 2022)
- Vineyard City Hall (October 20, 2022)
- Lakefront at TC Clubhouse (November 3, 2022)
- Development Services at the Home Builders Association Building (November 8, 2022)

For residents that could not attend the open houses in person, two (2) virtual events where held, via Facebook Live: The first on October 4, 2022 and the second on March 8, 2023. During the events members of the Vineyard Central Corridor Master Plan Comittee and Elected Officials further explained the details of the existing plan and recieved feedback from the public. Together, both Facebook Live events recieved hundreds of views and several comments and shares. Overall, the city received very positive feedback on the plan across all forms of public engagement. The city has done its very best to listen to the voices of the residents and make adjustments where feasible. City staff and Vineyard residents alike can be proud of the final draft and feel confident that the plan is inclusive and comprehensive. The plan has truly been made by the residents themselves.

2.3 Public Opinion Survey

The project team developed an online survey of questions to measure topics such as frequency of park use, desired recreational amenities, and locations. The survey was posted on the City website and a QR code was available for those who were present at the open house.

More than 600 people responded to the survey. Over 98% of the respondents were Vineyard residents.

Some key findings from the survey included the following:

- 80% of respondents had children in the household;
- 35% of respondents live directly adjacent to the proposed park;
- 75% of respondents would use the park daily or weekly, 22% of respondents daily and 52% of respondents weekly;
- 55% of respondents will access the Corridor on foot, while the other 45% will access the park either by automobile or biking;

3.0 Conclusion

The Vineyard Central Corridor Master Plan aims to provide a comprehensive strategy for enhancing recreational amenities, heritage preservation, education, and trail connections in the area. The purpose of this open space master plan is to expand the existing recreational, historical preservation, and education options by providing a framework for development.

The process involved public engagement through open comment forums to ensure that the proposed plan incorporates the wants and desires of the residents. This approach ensures that the plan is tailored to meet the unique needs and preferences of the community.

The proposed plan centers around exploring and identifying potential trail connections, recreational amenities, and historical amenities throughout the Central Corridor. Implementing the proposed amenities outlined in the master plan will transform the Vineyard Central Corridor into an enjoyable, recreational-centered, historically rich environment.



Figure 2: Existing boardwalk through wetlands east of Grove Park



Figure 3: Existing trail through "Fish Hook" area south of Gammon Park.



Figure 4: Proposed location of multi-Use fields, playground



Figure 5: Existing Gammon Park

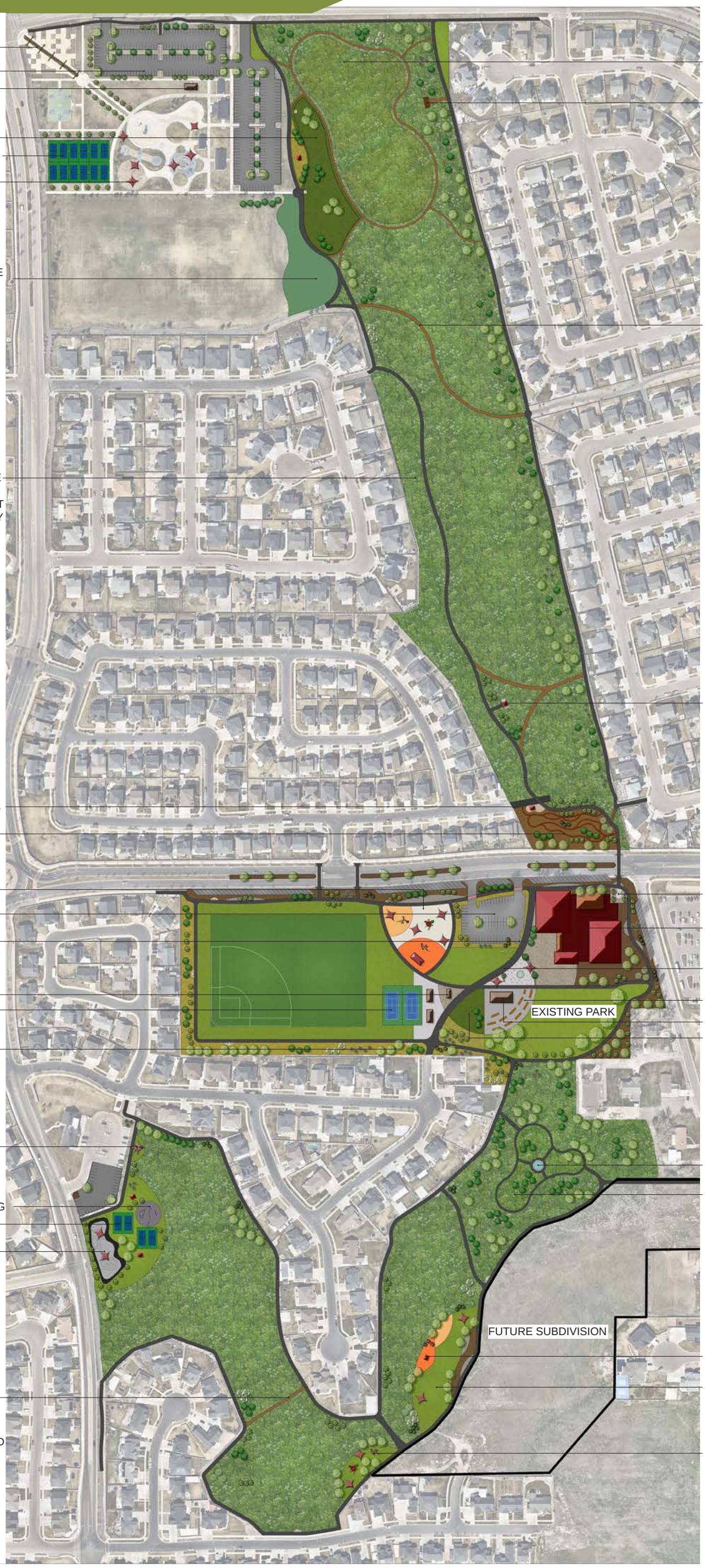


Figure 6: Proposed dog park location



Figure 7: Proposed location of arboretum

VINEYARD CENTRAL CORRIDOR MASTER PLAN



PHASE RECOMMENDATIONS

THIS PHASING PLAN PROVIDES A GENERAL GUIDELINE FOR PRIORITIZING PROJECTS FOR FUNDING AND CONSTRUCTION. THE CITY COUNCIL MAY CHOOSE TO MOVE ITEMS FORWARD OR BACK IN PHASES DEPENDING ON COMMUNITY NEEDS AND FINANCING

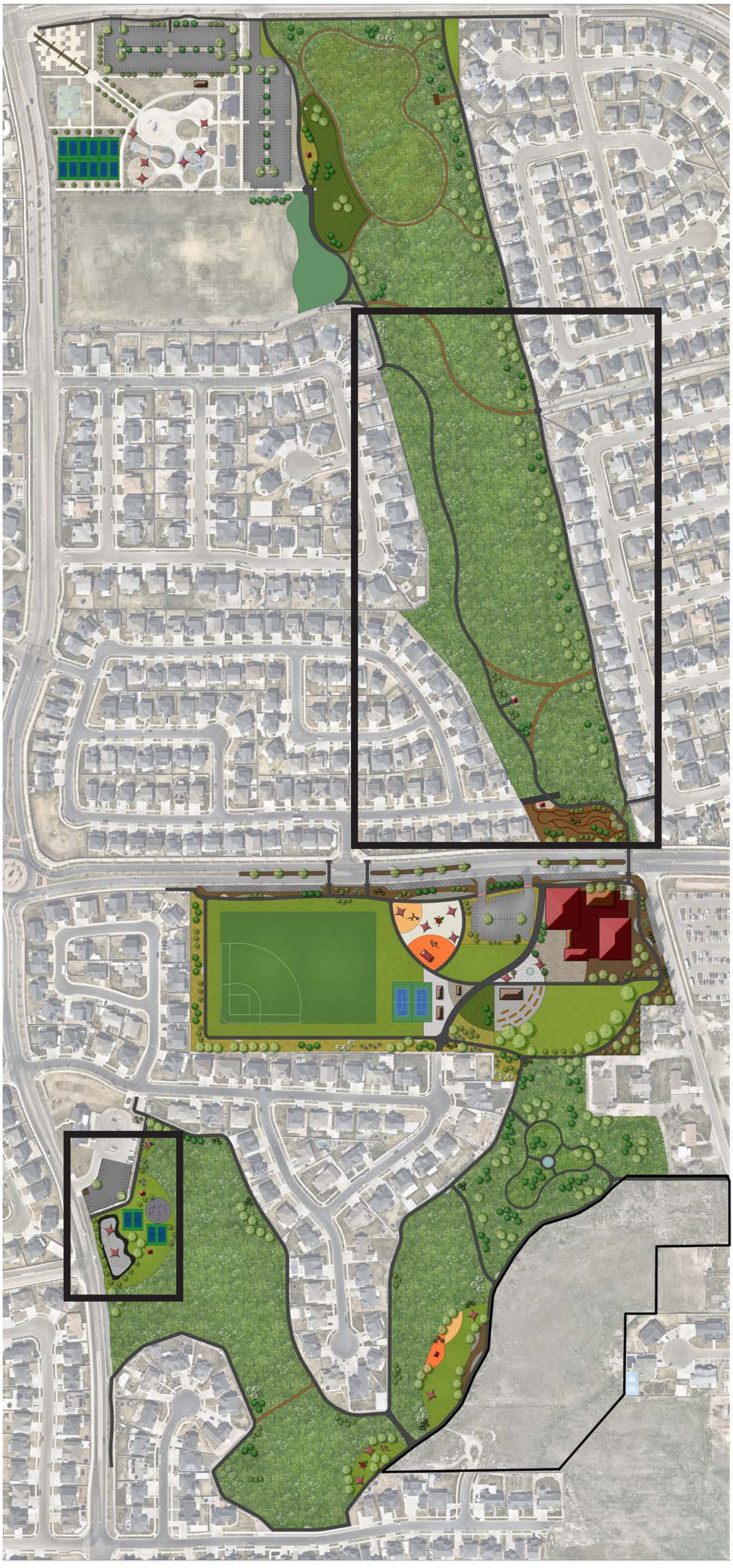
PHASE 1



PHASE RECOMMENDATIONS

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PHASE 2



PHASE RECOMMENDATIONS

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PHASE 3



PHASE RECOMMENDATIONS

THIS PHASING PLAN PROVIDES A GENERAL GUIDELINE FOR PRIORITIZING PROJECTS FOR FUNDING AND CONSTRUCTION. THE CITY COUNCIL MAY CHOOSE TO MOVE ITEMS FORWARD OR BACK IN PHASES DEPENDING ON COMMUNITY NEEDS AND FINANCING

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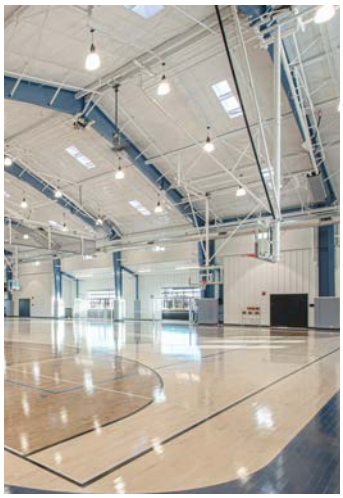


PHASE RECOMMENDATIONS

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PHASE 5



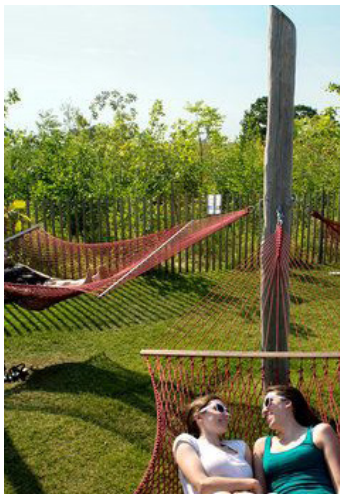




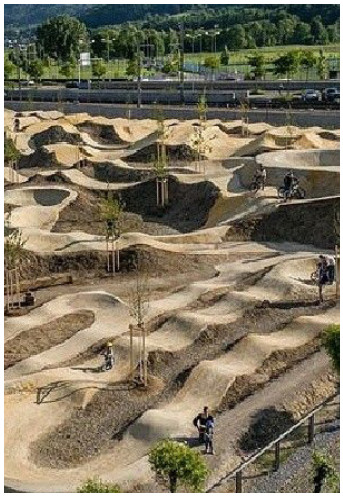



HERITAGE COMMUNITY CENTER

PRECEDENT IMAGES





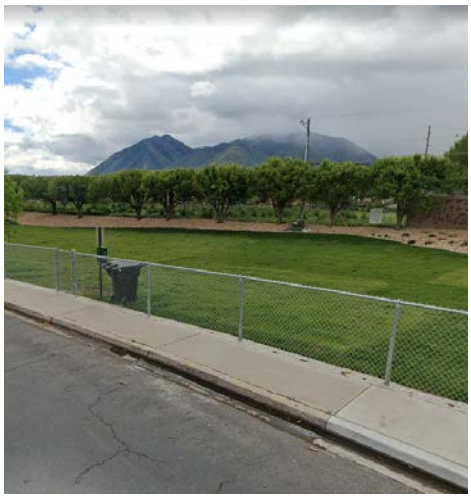



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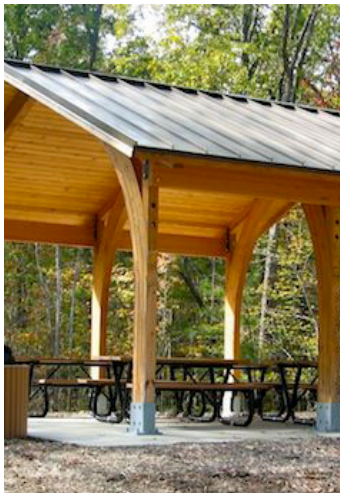
PRECEDENT IMAGES







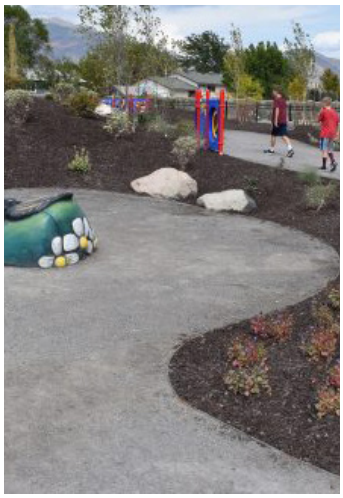




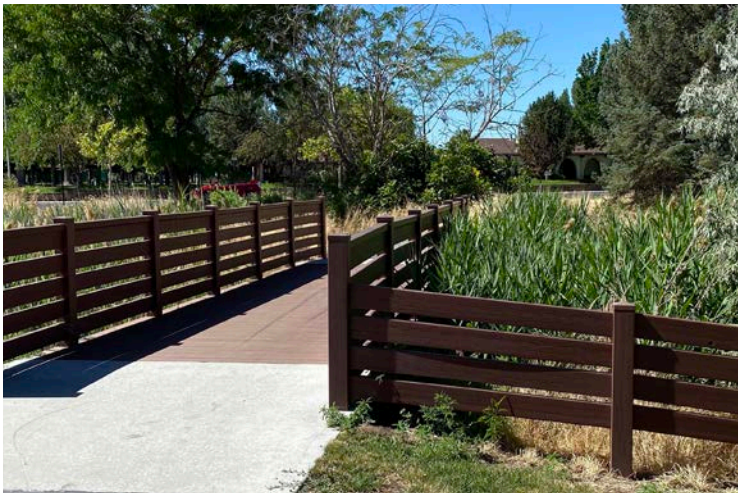


PLAYGROUND/SHADE STRUCTURES/DOG PARK

PRECEDENT IMAGES





COMMUNITY GARDEN/TRAILS

PRECEDENT IMAGES

Vineyard Central Corridor Master Plan

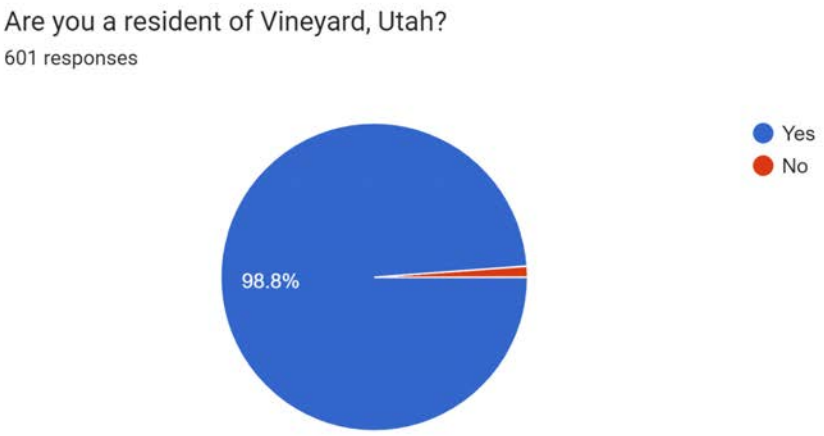
Appendix A

Public Involvement Materials

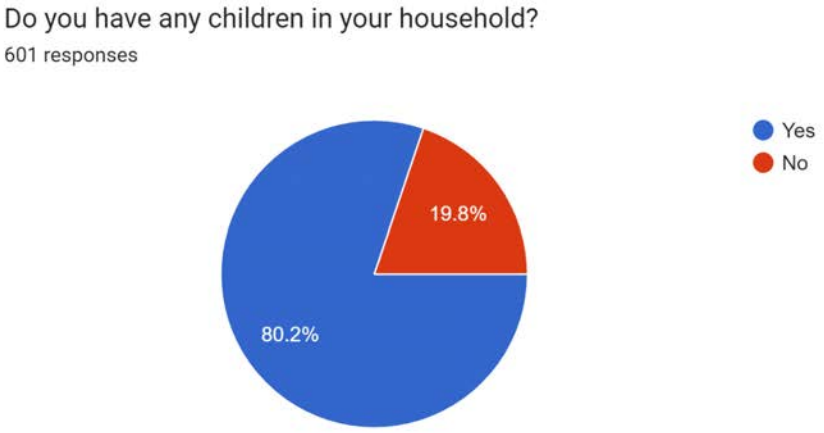
Public Survey Results

Vineyard Corridor Master Plan Survey Data

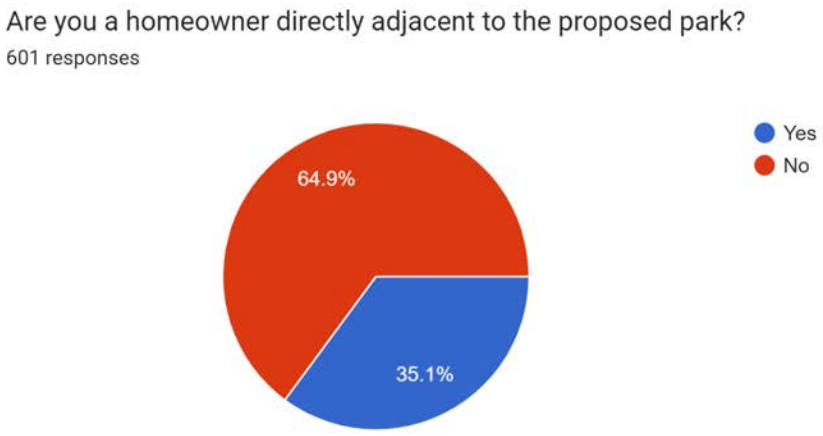
Demographics:



98.8% of respondents are a resident of Vineyard, Utah

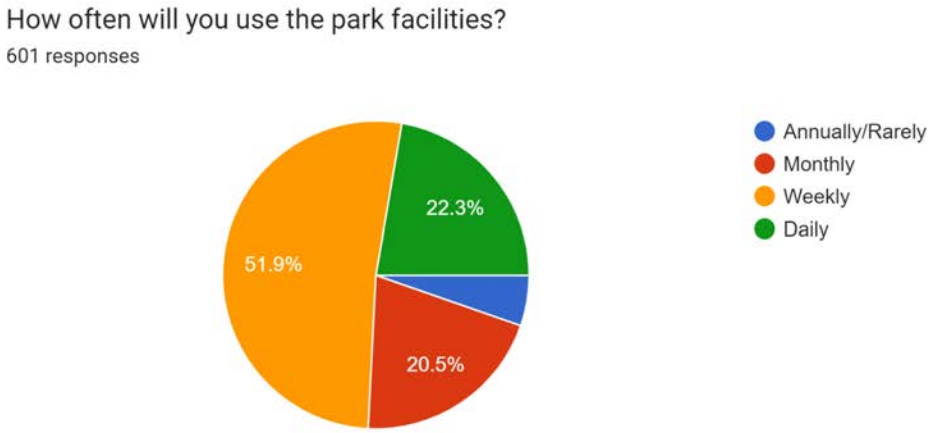


4 out of 5 respondents have children in their household

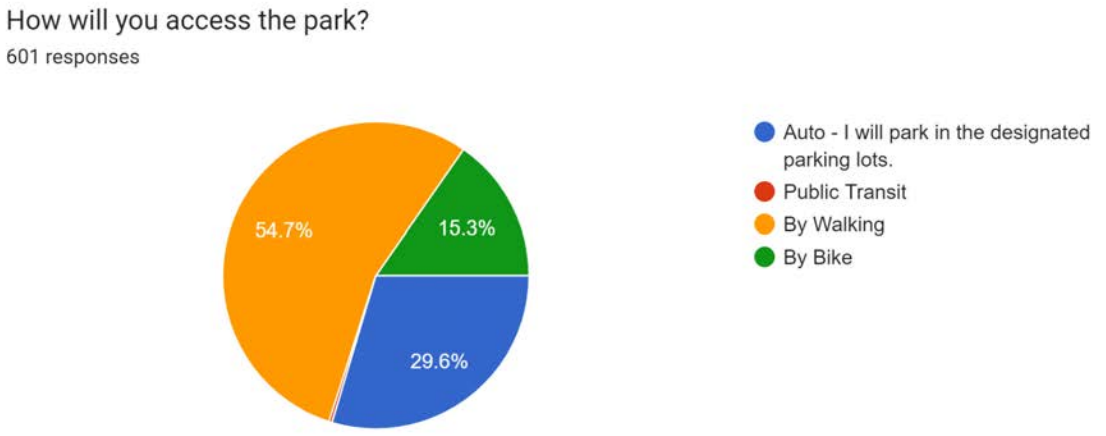


35% of respondents live directly adjacent to the proposed park

Access & Frequency of Usage:

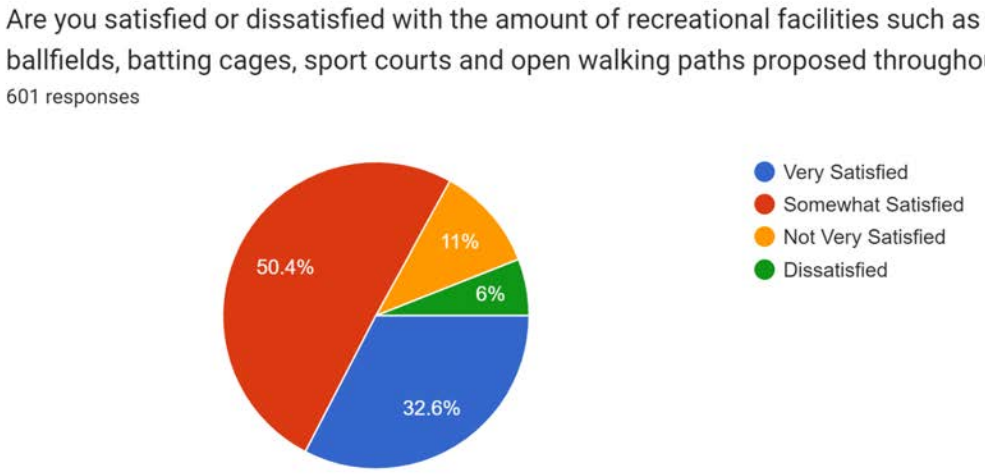


Approximately 75% of respondents will use the park daily or weekly, 22% of respondents daily and 52% of respondents weekly

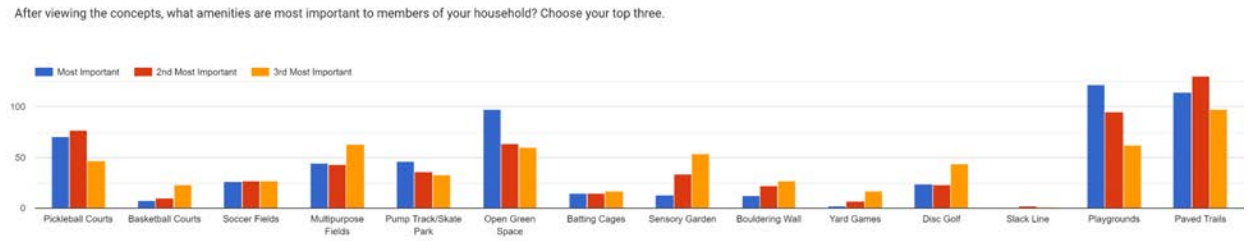


55% of respondents will access the corridor on foot, while as the other 45% will access the park either by automobile or biking, 30% and 15% respectively

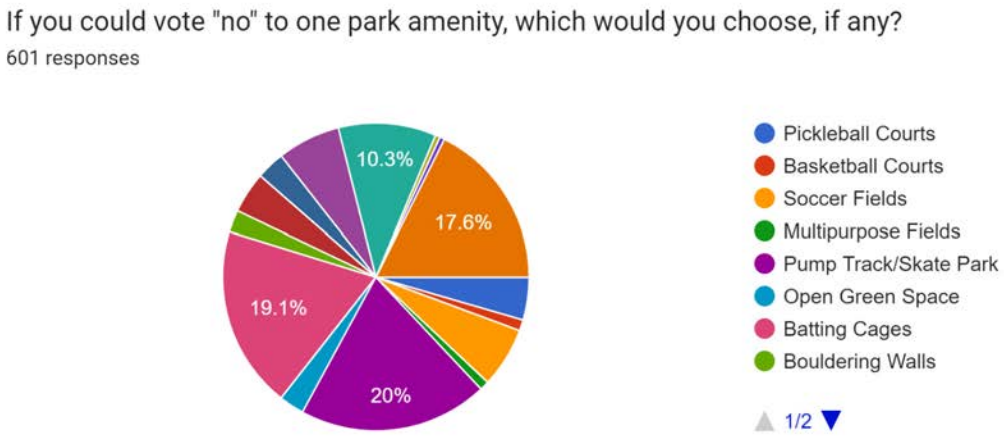
General Amenities:



Nearly 85% of respondents are very satisfied or somewhat satisfied by concepts shown; 15% are not satisfied or dissatisfied

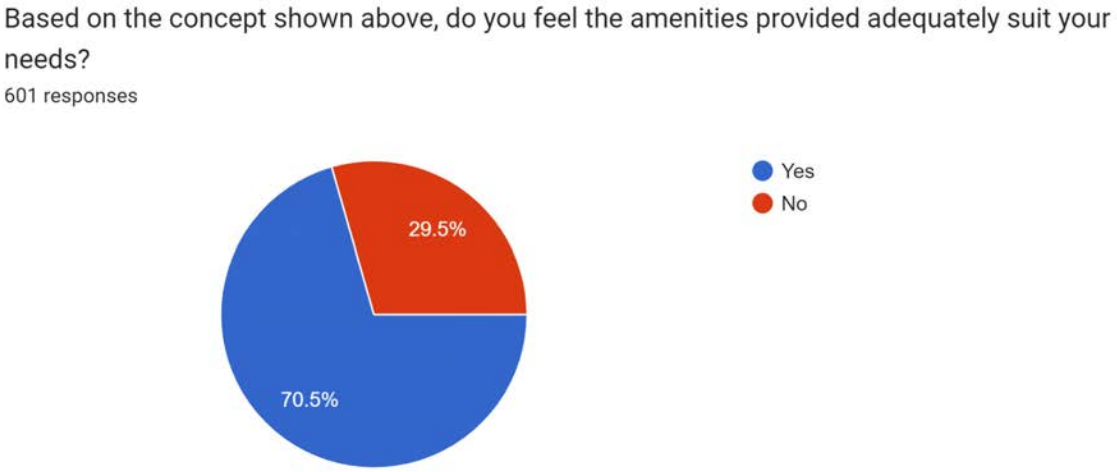


Paved trails, playgrounds, open green space and pickleball courts are the most important amenities to respondents. Multipurpose fields, soccer fields, the pump track/skate park, bouldering walls and disc golf are the 2nd most important & basketball courts, batting cages, yard games and slack lines are 3rd most important.



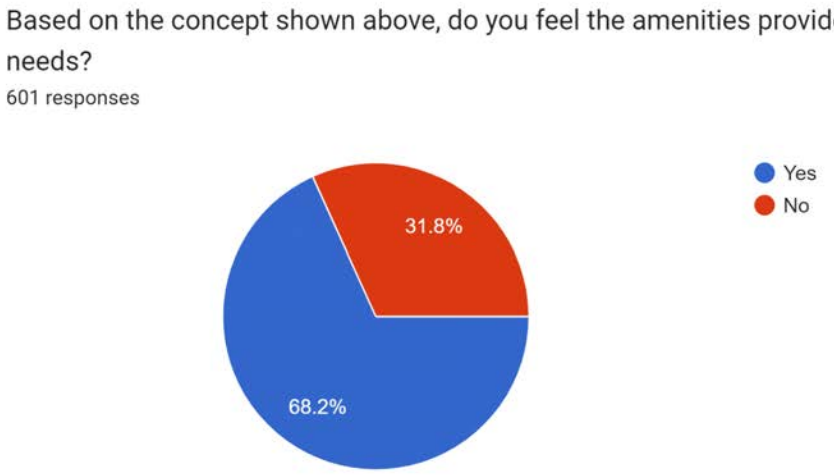
In order from most to least disliked are the following: Pump Track/Skate Park (20%), Batting Cages (19%), due to the noise associated with them and Slacklines (10%). Nearly 18% of respondents responded with N/A.

Concept A:



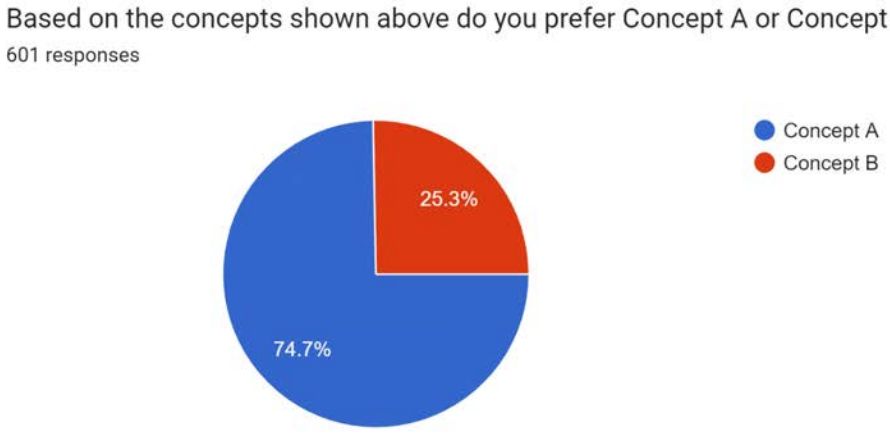
70% of respondents resonated that Concept A adequately suited their needs

Concept B:



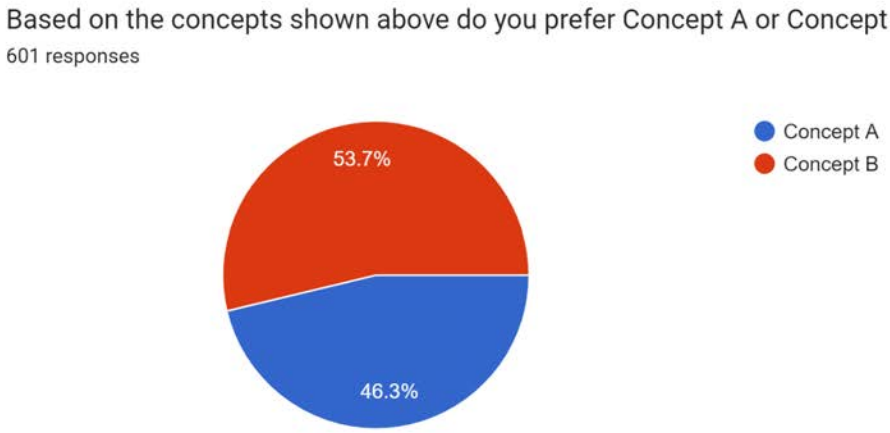
68% of respondents resonated that Concept B adequately suited their needs

Community Center vs. Open Space:



3 out of 4 respondents chose Concept A (community center) over Concept B (open space)

Fish Hook Section: Disc Golf vs. Pond



54% of respondents chose Concept B (disc golf) over Concept A (pond)

Notable Trends From Survey

1. 70 mentions of “wetlands”. Primarily surrounding the idea of preserving the wetlands or leaving the wetlands untouched.
2. 59 mentions of “bugs”. These comments primarily stem from the implementation of ponds throughout the various concepts.

Concept A: Based on the concept shown above, do you feel the amenities provided adequately suit your needs?

Yes I like most of this, hate the workout area behind the slide hill. Would be better suited along the lakeshore trail. Hate having a community garden here when the city is putting one just down the street to the west a few blocks down the same street.

Yes

Yes Love the additional parking and the pickle ball courts!

Yes

Yes

No I think it should be left alone. I enjoy seeing the wildlife and if it's developed, we won't have that anymore.

Yes

Yes

Yes

Yes

No Being a senior with a dog it would be nice to have a place to to take your dog off leash to play with other dogs.

Yes I think the pond is great

Yes

No The Site Highlights indicate a dog park, but no dog park is depicted. Walking my dogs and having a safe place to allow them off leash is my primary concern.

Yes I like the additional slide park. But no to the pond, we don't need more areas for mosquitoes to breed

Yes

Yes I like that there is open green space and trails

Yes I prefer to keep as much green space and natural space as possible

Yes A pond and walking trails in the wetlands improves the experience. Parking lot upgrades are needed. The slide park will make that corner of the park beautiful.

No Leave open space open.

Yes

Yes

No too many pickleball courts, not enough tennis courts

Yes

Yes

Yes

No Please stop. Everyone I talk to living here does not want another thing developed. These are suppose to be preserved wetlands. Keep it natural for the wild life.

Yes

Yes

Yes

Yes Leave the spaces adjacent to the houses alone. If you must develop them leave at least fifty feet between any trails

Yes Looks fun!

Yes

Yes

Yes

No I better like the idea of an all abilities park in Vineyard like the one Spanish fork. We really enjoy the splash pad here, and it looks like that might be taken out? Also, I feel this concept caters much more to adults than kids.

No Would like more reservable coverd spaces not so close to the playground. And the pond is a waste of space.

Yes

Yes It honors the needs of many with a really nice setup, please do this!

No Vineyard needs a cemetery. Residents are having to seek burial plots outside the city in other communities and being charged expensive non-resident rates. Consider how a cemetery can be incorporated into few remaining open spaces in Vineyard.

No I'm not a huge fan of the pond. There isn't one there already correct? I feel like that will only attract more bugs to the area. Unless it is proven to concentrate the bugs in that one area in which case I would approve :)

Yes Love it. More pickle ball. Keep golf carts and side by sides off the trails. Let's make vineyard free of dogs!

Yes

Yes

No Would love a skatepark!

No I paid significantly more money for my lot because I was told these are preserve lands that wouldn't be develop. Vineyard has more than enough playgrounds, why are we disrupting a whole ecosystem? Leave this area untouched!!!!

Yes I just want a place to walk my dog.

Yes Would like some turf soccer fields

No So much emphasis

Yes

No There are no amenities for children older than 10 yrs old. I have 2 grandchildren and I cannot see anything that they would enjoy as they get older. The things that are currently there are not that great for kids.

Yes

No This does not show the playground being updated. Little kids prefer to play on the closed splash pad slide over almost anything else. The chosen weird small bus structure needs to go and a real playground needs to come in.

Yes

Yes

Yes I like the idea of making use of the wetland area with a pond and more walking paths. Also adding dedicated pickleball courts would be amazing. Especially if there are lights to play at night.

Yes More parking is definitely appreciated

Yes

Yes

Yes

Yes

No I only say no if the pickleball courts do not have lights.

No not sure what open green space means?

Yes Love shaded pavillions- dog park, a beautiful space to walk around- the pond. Beautiful spaces to enjoy.

Yes

Yes the new trails and slide parks look like ogreat additions. The hill in grove park should be better utilized, and this does a great job.

Yes

No Vineyard should install shade cover over playground in vineyard grove park

Yes

No Slides at the park. Shade structures over the playground equipment. And level off the inclined grassy areas so it is easier to see multiply kids at the same time. Those grassy inclined areas create really big blind spots.

Yes

Yes

Yes

Yes

Yes

Yes

Yes Pickle ball courts and pond

Yes

Yes Has a little bit of everything

Yes

No

No Leave the wetlands or "uplands" as some people are calling them, alone.

Yes As long as the pond is nice.

Yes

Yes

Yes More trails, slides and pavilions would be great!

No You meed more tennis courts not soccer fields. We already have enough of those.. pickleball is great but tennis is still popular and always full. More courts at gammon. And bigger playground at gammon. Please see orem playground for inspiration.

No We do not need so many pickle ball courts scrap the dumb courts completely. Pickle ball players are a tiny minority with a loud loud voice. Just like how company's take twitter responses as the voice of America when less than 22% of Americans use it

Yes NA

Yes

Yes

Yes When we moved to Vineyard, we were told all the wetlands we're preserved. Why are park developments happening on them?!?

No The plan doesn't mention cleaning up or replanting any of the wetland area. Need more shade structures.

Yes

Yes love the pickleball courts!

Yes

No

Yes More parking is needed

No You're taking out tennis courts and replacing them with pickleball courts. I'm thrilled to get pickleball courts, but it'd be a big bummer to do it at the expense of tennis. There's room for both. Perhaps put some courts east of the basketball courts

Yes

Yes Has things that would be nice. I do worry about the pond though. We are in a drought and I think having it constantly empty because of that will cause problems.

Yes

Yes The pond is kind of pointless and will just make the but problem worse than it already is. The trails and area would be fine I guess.

Yes Love it. But I'd rather leave the 2 tennis courts and just add pickle ball courts. Excited for a pond and shade pavilions. Also excited for the slide park.

Yes We need more pickleball courts!

Yes

Yes

No I'd like to see more for bikes

Yes It has more than it has now!

Yes

Yes

No From what I can see, the tennis courts are going to be converted to pickle ball courts? Pickle ball seems like a fad. No one else in the world has even heard of it. Why not have both tennis courts and pickle ball?

No We don't need a dog park and wish to have more playgrounds

Yes

Yes I love the open green spaces, the pickle ball courts, and the included playground. Looks like it can be accessed/enjoyed by stroller and wheelchair. I also love the pond.

Yes Definitely a dog park.

No No new fields for baseball, no more basketball

No

Yes

No Don't get rid of the tennis courts!!!

No We desperately need a skatepark.

Yes love the dog park and pond. Still wish there were batting cages.

Yes

Yes I like the pond feature.

No Where is the dog park? It isn't labeled. Vineyard really needs a dog park.

Yes

No Would love to know more about the pond and reasons for it.

No Why food trucks (keep that by the megaplex)

Yes

No I want the space here to remain the same and possibly add more boardwalks.

Yes

No I'd like more playgrounds and more shade

Yes more parking provided, better use of the wetlands area. since it lists a "dog park", can we assume dogs will not be allowed in the rest of the grass areas, please?

Yes Id love for vineyard to have a fenced dog park

No I think the dog park will detract from the rest of the park as the smell will make it extremely unpleasant to be at the park and use the other amenities.

Yes

No This park needs more Shade

No Would prefer a larger playset available for younger kids like items park instead of that many pickleball courts. I think it's an excessive amount

Yes

No

Yes I love every part of the plan. I'm especially excited about the pickleball courts.

Yes I like the extra park there and the paved trails. Glad that no new big amenity is in this area.

Yes

Yes

Concept B: Based on the concept shown above, do you feel the amenities provided adequately suit your needs?

Yes

Yes Enhancing the track kids have already made in that area is a great idea.

Yes

Yes Great to have pavilions and groomed pump track.

Yes

Yes My house is right next to the bike pump place. Please Please DO NOT put a parking lot out there!! They can walk from the community center. My “yes” is based on not seeing the pictures. I would like to see the pictures. Thanks for your work on this.

Yes

Yes

Yes

Yes I think the pump track should be extended through the open space to make a large loop.

Yes This area is currently unusable. I live in The Gardens and we love using the trails but this area is an eye sore and hard to access unless you go around the nieghborhood. My son goes to Franklin and we have to walk through the dirt field now.

No Again few of the amenities proposed are for Seniors and dogs would enjoy an off leash dog park

No This is much less interesting without the pond

No I strongly oppose a parking lot at the end of water lane. Traffic should stay on center street and away from the neighborhoods with small childreb

Yes Personally, I would prefer a skate park to a pump track.

No

Yes This plan looks good- please no parking lot in this section

Yes Love that it is staying open green space

Yes Open green space with small pavilions. No so certain aabout a pump track

Yes This would make the area more useful to the community.

No Leave open space open.

Yes

Yes

Yes

Yes

No I don't need a pump track

Yes

No Please stop. Keep it wetlands.

Yes

Yes

Yes

Yes

Yes I prefer this because concept A has more of the same stuff. We need a bike/pump track (something for kids 8-14) to do more than another path or playground.

Yes

Yes

Yes

No I like it the way it is already.

Yes

Yes

Yes We back up to this. I like that it's left open. I love the paved walking, my boys will use the bike park.

No Vineyard needs a cemetery. Residents are having to seek burial plots outside the city in other communities and being charged expensive non-resident rates. Consider how a cemetery can be incorporated into few remaining open spaces in Vineyard.

Yes The wetlands are beautiful and I like that they are the focus of this part of the plan. I LOVE that there is a pump track in the empty space where kids have already built their own pump track. LOVE IT!

Yes Love the openness and the walkable pavilions!

No

Yes

No

No

Yes I just want a place to walk my dog.

No not sure what wetland is for

No

Yes

No Is this a skate park or a bike track?

No Would really live a water feature of some sort, just not still water.

Yes I like that it will have more paths. However it would be nice to have a low maintence bathroom along the trail even if it is just a single stall. Maybe down by rhe bike trails

Yes

Yes

Yes

No Where's the park?

Yes

Yes

Yes

No Do not want a skate/ bike park!

Yes

No the wetlands are beautiful as is

No Meh- this part is just meh for me. I love walking trails but just surrounded by weeds and "wetland" is lame. But I guess this is fine?

Yes

Yes Yes for new biking trails!

Yes

Yes

Yes

Yes

Yes

Yes

No I don't like the Pump Track Park, it's already an area of high traffic and reckless bikers running in and out of there.

Yes

Yes

Yes

Yes

Yes Disc golf

Yes

No Fewer options available than the first plan

No This area needs to be preserved and maintained for wildlife

No

Yes Leave the wetlands alone.

Yes It looks good

Yes

Yes

Yes

No I like the wild life look. Are you taking it all down? I say leave it ajd had paths thru it.

Yes

No Add another park for little kids

Yes

Yes

No When we moved to Vineyard, we were told all the wetlands we're preserved. Why are park developments happening on them?!?

Yes

Yes I live on water lane. We do not want a lot of cars parking on our street to get to the wetlands. Please make sure our street stays safe and not congested.

No

Yes

No

No Not applicable to my needs

Yes

Yes

Yes

Yes

Yes

Yes Nothing wrong here, but nothing grossly right either.

Yes Love the bike park and more interconnected paths.

Yes Connecting all the trails together would be awesome for family bike outings and walks

Yes

No Just too plain.

Yes I love the bike park and that wouldn't require people to drive to the park.

No No skate park at all should ever be out in. Wetlands don't count as a park

Yes

Yes

No Really like the pump track and trail that makes the city more family outdoor activity friendly, but the entrance to the parking should be directly across the pumptrack so people wanting to use the pump track can park directly across from it and cross the street.

No We don't need the pump track

Yes

No No playground. Only thing is nice walking trails.

Yes

No Nothing new

Yes

Yes

Yes Preserves wetlands

No looks cool but we need a skate park, not a pump track.

Yes I appreciate the area being cleaned up and usable

Yes

Yes

No

Yes

No Hard no for pavilions in tbt open space. We don't need a place for teens and creeps hanging out late at night in secluded areas behind homes.

Yes I hope they make the pump track really nice with no goat heads. Please maintain it well!

Yes	
No	I want the space here to remain the same and possibly add more boardwalks.
Yes	
No	More shade
Yes	really like the addition of the bike track, would prefer it were larger, there's lots of space there
Yes	I also really like the preservation of wetlands
Yes	Good use of space and development. Balanced.
Yes	
Yes	We are so excited about the pump track. I love that it's something all ages can use
No	Pavilions are fine but what is the value in them in those areas. Don't seem like they fit well.
No	
No	
Yes	I don't know enough to answer either way.
Yes	
Yes	I think a skate park would be better than a pump track
Yes	
Yes	
Yes	No issue.
Yes	
No	Terrible idea. NO ONE WANTS MORE HOUSES WITH LESS GREEN SPACE.
No	Would love to see a few more activities and places to play
Yes	◎
Yes	The pump track is far from my home
No	No skate park
No	
Yes	
No	
Yes	
Yes	Love all the walking trails

Vineyard Central Corridor Master Plan

Appendix B

COST ESTIMATE

consor

VINEYARD CENTRAL CORRIDOR MASTER PLAN
COST ESTIMATE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	DEMOLITION AND GRADING (50 ACRES - FULL EXTENTS)				
1	MOBILIZATION	1	LUMP	$ 10,000.00	$ 10,000.00
2	CLEARING AND GRUBBING	1	LUMP	$ 10,000.00	$ 10,000.00
3	CUT & FILL (BASED ON 2,100,000 FT²)	160,000	CUBIC YARD	$ 3.00	$ 480,000.00
	EROSION CONTROL				
4	SILT FENCE	25,000	LINEAR FOOT	$ 1.67	$ 41,750.00
5	STABILIZED CONSTRUCTION ENTRANCE	3750	SQUARE FOOT	$ 3.00	$ 11,250.00
6	INLET BARRIER	50	EACH	$ 90.00	$ 4,500.00
	PARK HARDSCAPE				
7	CONSTRUCTION SURVEY	1	LUMP	$ 3,500.00	$ 3,500.00
8	ASPHALT PAVING (3" DEPTH)	2,534	TON	$ 12.50	$ 31,675.00
D	UNTREATED BASE COURSE (6" DEPTH)	5,069	TON	$ 13.50	$ 68,431.50
10	GRANULAR BORROW (12" DEPTH)	10,140	TON	$ 14.50	$ 147,030.00
11	CONCRETE PAVILION PAD	4,220	SQUARE FOOT	$ 8.00	$ 33,760.00
12	CONCRETE MOW STRIP (6 INCH WIDE)	2,500	LINEAR FOOT	$ 6.00	$ 15,000.00
	PARKING LOTS (468 SPACES)				
13	24" CURB & GUTTER	2,000	LINEAR FOOT	$ 20.00	$ 40,000.00
14	ADA RAMPS	30	EACH	$ 1,500.00	$ 45,000.00
15	UNTREATED BASE COURSE (8" DEPTH)	9,500	TON	$ 15.00	$ 142,500.00
16	GRANULAR BORROW	21,621	TON	$ 12.50	$ 270,262.50
17	ASPHALT PAVING (3" DEPTH)	3,500	TON	$ 70.00	$ 245,000.00
18	RAISED SPEED TABLE	5	EACH	$ 6,000.00	$ 30,000.00
19	PARKING STALL STRIPING 468 STALLS 20' LONG)	9,360	LINEAR FOOT	$ 2.15	$ 20,124.00
20	CROSSWALK STRIPING (10 CROSSINGS)	500	LINEAR FOOT	$ 3.50	$ 1,750.00
21	ROADWAY SIGNAGE	25	EACH	$ 300.00	$ 7,500.00
	MULTIPURPOSE FIELDS (2)				
22	TOP SOIL (XXX FT² @ 4" DEPTH)	2,184	CUBIC YARD	$ 14.00	$ 30,576.00
23	LANDSCAPE TURF	178,761	SQUARE FOOT	$ 0.30	$ 53,628.30
24	SPORTS LIGHTING	1	LUMP	$ 100,000.00	$ 100,000.00
25	IRRIGATION (SECONDARY WATER SYSTEM)	178,761	SQUARE FOOT	$ 1.00	$ 178,761.00
	PARK AMENITIES				
26	SHADE SAILS	10	EACH	$ 4,500.00	$ 45,000.00
27	RESTROOMS	1	EACH	$ 35,000.00	$ 35,000.00
28	COLLAPSAIBLE BOLLARDS	15	EACH	$ 2,000.00	$ 30,000.00
29	INTERNAL DIRECTIONAL SIGNAGE	25	EACH	$ 300.00	$ 7,500.00
30	BENCHES	50	EACH	$ 700.00	$ 35,000.00
31	TRASH RECEPTACLE	25	EACH	$ 300.00	$ 7,500.00
32	PLAYGROUND EQUIPMENT	6	EACH	$ 80,000.00	$ 480,000.00
33	TENNIS COURT	2	EACH	$ 45,000.00	$ 90,000.00
34	PICKLEBALL COURTS	16	EACH	$ 30,000.00	$ 480,000.00
35	DUMPSTER ENCLOSURE	6	EACH	$ 6,000.00	$ 36,000.00
	PARK LANDSCAPE				
36	TOP SOIL (XXX FT² @ 6" DEPTH - PLANTER BEDS)	2,842	CUBIC YARD	$ 15.00	$ 42,630.00
37	TOP SOIL (4" DEPTH)	1,876	CUBIC YARD	$ 15.00	$ 28,140.00
38	LANDSCAPE TURF (XXX FT² OUTSIDE BALL FIELDS)	215,427	SQUARE FOOT	$ 0.30	$ 64,628.10
39	PLAYGROUND SOFTDROP (POURED IN PLACE / RECYCLED)	34,283	SQUARE FOOT	$ 15.00	
40	WEED BARRIER FABRIC	153,493	SQUARE FOOT	$ 2.00	$ 306,986.00
41	2" CALIPER TREE	552	EACH	$ 250.00	$ 138,000.00
42	6' - 7' EVERGREEN	100	EACH	$ 275.00	$ 27,500.00
43	5 GALLON SHRUB	828	EACH	$ 24.00	$ 19,872.00
44	1 GALLON PERENNIAL/GRASS	1,932	EACH	$ 12.00	$ 23,184.00
45	SEATING PAVILIONS LARGE	4	EACH	$ 25,000.00	$ 100,000.00
46	SEATING PAVILIONS SMALL	6	EACH	$ 15,000.00	$ 90,000.00
	CONTINGENCY				
				20% CONTINGENCY	$ 821,787.68
				TOTAL:	**$ 4,615,264.58**


COLLAPSIBLE BOLLARDS
DIRT PUMP TRACK
ALL ABILITIES PLAYGROUND
PARKING LOT
COLLAPSIBLE BOLLARDS
RESTROOM
TENNIS
NO TREES OVER 10 FEET IN HEIGHT
HERITAGE THEMED LANDMARK
HERITAGE THEMED COMMUNITY & CULTURAL CENTER
MULTIUSE PATHWAY
HERITAGE THEMED COMMUNITY GARDEN
EXISTING PARK
MAINTENANCE SHED
DOG PARK

INDEPENDENT CONTRACTOR AGREEMENT
FOR
GOODS & SERVICES

This Independent Contractor Agreement (the “Agreement”) is entered into by and between: The City of Vineyard, Utah (the “City”), and _____ (the “Contractor”), located at _____ _____. The City and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

1 PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the Contractor will provide certain services to the City

2. SCOPE OF SERVICES. The Contractor shall perform the Services (the “Services”) as described in Addendum A to this Agreement, which is incorporated herein by reference.

2.1 The Contractor shall not enter into any subcontracts for Services provided under this Agreement without the express written consent of the City.

2.2 The Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services, is appropriately licensed by all applicable agencies and governmental entities, and will perform the Services with reasonable care and skill.

2.3 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a contractor under similar circumstances.

2.4 The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken. To that end, the Contractor shall not be deemed to be an agent of the City.

2.5 The Contractor shall not perform any additional Services without the express written permission of the City. The City will not pay additional compensation for Services that do not have prior written authorization.

3. INDEPENDENT CONTRACTOR STATUS

3.1 Contractor warrants and affirms that its (or his or her) Services are independent and that Contractor markets its (his/her) Services to others, except to the extent necessary to avoid a conflict of interest.

3.2 It is the express intent of the parties that Contractor is and shall remain an independent contractor, and not an employee, agent, representative, joint venturer or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between City and Contractor or any employee or agent of Contractor.

3.3 Both parties acknowledge that Contractor is not an employee of City for state or federal tax purposes or for purposes of unemployment insurance or other requirements of federal or state employment law.

3.4 Contractor shall have no authority to incur any debt, liability, or obligation, or to make any commitments, on behalf of City for any purpose and shall not hold himself or herself out as having such authority.

3.5 Except as set out in Addendum A, nothing in this Agreement shall be construed as a guarantee or representation to Contractor that City will order or obtain any minimum amount of Services from Contractor. When City desires Contractor to perform additional Services, City will provide information and deliver to Contractor a proposal, written or otherwise, relating to the project.

3.6 Any provision in any Services Order or any document in relation thereto whereby City or any of its officers, personnel, or agents would appear to have the right to direct Contractor or as to the manner of performing the Services is intended and shall be interpreted as meaning that Contractor should follow the wishes of City as regards the results to be achieved and not the specific means whereby the Services are to be accomplished.

4. TERM. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with the terms of this Agreement, until the Completion Date, as set out in Addendum A.

4.1 If the Contractor refuses or fails to complete the Services, or to complete the Services in a manner satisfactory to the City, the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. After such notice, the Contractor shall have ten (10) days to cure, to the satisfaction of the City. If the Contractor fails to cure, the City shall send the Contractor a written termination letter, which shall be effective upon deposit in the United States mail to the Contractor.

4.2 The Contractor may terminate this Agreement if the City is in breach of any material obligation contained in this Agreement, which is not remedied by the City within ten (10) days of written notice.

4.3 The Parties may voluntarily terminate this Agreement at any time by mutual agreement.

4.4 Without waiving any rights, in the event of termination, the City shall only be responsible to pay for the Services satisfactorily performed by the Contractor up to the effective date of termination, as described in the final invoice to the City.

4.5 The term of this Agreement may be extended upon the written mutual consent of the Parties for such additional period as they deem appropriate upon the same terms and conditions as herein stated.

5. EXTRA SERVICES

5.1 Extra Services shall be undertaken only when previously authorized in writing by the City and are defined as additional Services which are neither shown nor defined in the Agreement or the attached Contractor's proposal (if any) but determined by the City to be necessary to the project. Extra Services is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

5.2 Miscellaneous items normally associated with the major Services items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the City. After written prior authorization of the City Manager, payment for authorized Extra Services will be made only in the previously authorized amount.

6. INSURANCE REQUIREMENTS. The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

6.1 Commercial General Liability insurance coverage equal to or greater than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate, or in a lesser amount if explicitly authorized by the Mayor, City Manager or the City Council. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and shall name the City as an additional insured.

6.2 Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the City evidencing that Contractor has this insurance in place and that the City is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.

6.3 Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the City evidencing that Contractor has Workers' Compensation Insurance for the Contractor and all Subcontractors.

6.4 Business Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of $1,000,000 per occurrence.

6.5 The insurance requirements may be met through any combination of primary, automobile and umbrella/excess insurance. The City must be named as an additional insured on any umbrella/excess policy.

6.6 The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City.

6.7 The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled without at least thirty (30) days' advance written notice to the City, or ten (10) days' written notice for non-payment of premium.

7. WARRANTY

7.1 To the maximum extent permitted under Utah State law, Contractor warrants to the City that the Services and all materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

7.2 Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software) that it licenses, contracts, or sells to the City under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon. All warranties granted by the Uniform Commercial Code of the State of Utah apply.

7.3 Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the City has relied upon Contractor's skill or judgment to consider when it advised the City about the product, (5) the product has been properly designed and manufactured, and (6)

the product is free of defects or unusual problems about which the City has not been warned in writing prior to entering into the Agreement.

7.4 Remedies available to the City include, without limitation, the following: Contractor will repair or replace (at no charge to the City) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made.

7.5 Nothing in this warranty will be construed to limit any rights or remedies the City may otherwise have under the Agreement.

8. DELIVERY. Unless otherwise specified, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage remain with Contractor until final inspection and acceptance by the City (except as to latent defects, fraud, and warranty obligations).

9. CONDITION AND TITLE. The products delivered by Contractor shall be new and free of all faults and defects. Upon payment, Contractor shall provide the City with clear title, free and clear of all liens and encumbrances.

10. INDEMNIFICATION

10.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, causes of action, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

10.2 Contractor shall also pay any litigation expenses that the City incurs, including attorney's fees, court costs, and costs of appeal, arising out of or related to the Agreement.

10.3 As between the parties to the Agreement, Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement.

10.4 The City reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgments, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

11. INTELLECTUAL PROPERTY INDEMNIFICATION. Contractor shall indemnify and hold the City harmless from any claims of infringement of third-party intellectual property rights arising from this Agreement.

12. GOVERNMENTAL IMMUNITY. The City is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”).

12.1 The City does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment.

12.2 The parties agree that the City shall only be liable within the parameters of the Act.

12.3 Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.

13. NON-FUNDING CLAUSE

13.1 The City has requested or intends to request the appropriation of funds to be paid for the Services provided by Contractor under the Agreement.

13.2 The Agreement shall create no obligation on the City as to succeeding annual budget cycles, and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the City’s obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement.

13.3 If funds are not appropriated for a succeeding annual budget cycle to fund performance by the City under the Agreement, or if the budget is amended to make such funds no longer available, the City shall attempt to notify Contractor of non-funding and the termination of the Agreement.

13.4 The City’s obligations under this Agreement are contingent upon the appropriation of funds. If funds are not appropriated in future budget cycles, the Agreement shall terminate without penalty.

14. SALES TAX EXEMPTION

14.1 Service Contract: If Contractor is providing services (e.g., building a road, remodeling a building, cleaning up waste, consulting, interpreting, providing medical or financial services, etc.), the Contractor may not use the City’s tax-exempt number to purchase goods necessary for the execution of this Agreement.

14.2 Goods Contract: If the Contractor is providing goods, the City's sales and use tax exemption number is _____. The tangible personal property or services being purchased are to be paid from the City's funds and used in the exercise of that entity's essential functions. As such, Contractor shall not charge the City any sales tax for the product(s) purchased under the Agreement.

15. CONFIDENTIALITY. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the City and shall be held confidential by Contractor. In addition, all information provided to Contractor by the City for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the City. The City shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to City written commitments to that effect from each such recipient of information.

16. DISPUTE RESOLUTION. The City and the Contractor agree to informally negotiate all disputes related to this Agreement in good faith for a period of thirty (30) days from the date of the notice of dispute prior to proceeding to file a lawsuit regarding the dispute.

17. LEGAL SUPPORT. Contractor shall be responsible for providing all legal support for the project, including but not limited to the preparation of contracts with subcontractors.

18. NO PRESUMPTION. Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

19. NONDISCRIMINATION. Contractor shall not discriminate against any person in hiring or performance of Services on the basis of any protected classification under state or federal law.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Utah County, Utah.

21. OWNERSHIP OF DOCUMENTS. All documents produced by Contractor shall be the sole property of the City.

22. AUDITS. Contractor's books, records, documents, and accounting procedures and practices that are relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a minimum of six years from the end of this Agreement.

23. WAIVER. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement. Any waiver must be in writing and signed by the party making the waiver.

24. THIRD PARTY RELIANCE. This Agreement is intended for the mutual benefit of Parties hereto, and no third-party rights are intended or implied.

25. NOTICES. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: City Manager
City of Vineyard
125 S Main St
Vineyard, UT 84059

Notice to Contractor: _____
_____
_____

26. FORCE MAJEURE. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

27. SAVINGS CLAUSE. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

28. AMENDMENTS. No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.

29. ASSIGNMENT. The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

30. SUCCESSORS IN INTEREST. The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

31. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

32. SURVIVAL. The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination.

33. INTERPRETATION OF AGREEMENT. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

34. COMPLIANCE WITH LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union (“GDPR”) and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

35. EMPLOYMENT STATUS VERIFICATION. Contractor shall register and participate in the Status Verification System and comply with Utah Code § 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code § 63-G-12-302 from each of its contractors and subcontractors.

36. TIME IS OF THE ESSENCE. The City and Contractor recognize that time is of the essence here and the City will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the City. Contractor shall be liable for all reasonable damages to the City and to anyone to whom the City may be liable as a result of Contractor's failure to timely deliver and perform the Products and Services.

37. ENTIRE AGREEMENT. The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement, written or otherwise, shall not be binding upon either party except to the extent incorporated in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ___ day of _____, 2026.

City of Vineyard, Utah
By: _____
Its: Mayor Attest: _____

Contractor: [Name]
Its: _____
By: _____

_____
Exhibit A – Scope of Services

INDEPENDENT CONTRACTOR AGREEMENT
FOR
PROFESSIONAL SERVICES

This Independent Contractor Agreement (the “Agreement”) is entered into by and between: The City of Vineyard, Utah (the “City”), and _____ (the “Contractor”), located at _____ _____. The City and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

1.PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the Contractor will provide certain services to the City

2. SCOPE OF SERVICES. The Contractor shall perform the Services (the “Services”) as described in Addendum A to this Agreement, which is incorporated herein by reference.

2.1 The Contractor shall not enter into any subcontracts for Services provided under this Agreement without the express written consent of the City.

2.2 The Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services, is appropriately licensed by all applicable agencies and governmental entities, and will perform the Services with reasonable care and skill.

2.3 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a contractor under similar circumstances.

2.4 The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken. To that end, the Contractor shall not be deemed to be an agent of the City.

2.5 The Contractor shall not perform any additional Services without the express written permission of the City. The City will not pay additional compensation for Services that do not have prior written authorization.

3. INDEPENDENT CONTRACTOR STATUS

3.1 Contractor warrants and affirms that its (or his or her) Services are independent and that Contractor markets its (his/her) Services to others, except to the extent necessary to avoid a conflict of interest.

3.2 It is the express intent of the parties that Contractor is and shall remain an independent contractor, and not an employee, agent, representative, joint venturer or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between City and Contractor or any employee or agent of Contractor.

3.3 Both parties acknowledge that Contractor is not an employee of City for state or federal tax purposes or for purposes of unemployment insurance or other requirements of federal or state employment law.

3.4 Contractor shall have no authority to incur any debt, liability, or obligation, or to make any commitments, on behalf of City for any purpose and shall not hold himself or herself out as having such authority.

3.5 Except as set out in Addendum A, nothing in this Agreement shall be construed as a guarantee or representation to Contractor that City will order or obtain any minimum amount of Services from Contractor. When City desires Contractor to perform additional Services, City will provide information and deliver to Contractor a proposal, written or otherwise, relating to the project.

3.6 Any provision in any Services Order or any document in relation thereto whereby City or any of its officers, personnel, or agents would appear to have the right to direct Contractor or as to the manner of performing the Services is intended and shall be interpreted as meaning that Contractor should follow the wishes of City as regards the results to be achieved and not the specific means whereby the Services are to be accomplished.

4. TERM. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with the terms of this Agreement, until the Completion Date, as set out in Addendum A.

4.1 If the Contractor refuses or fails to complete the Services, or to complete the Services in a manner satisfactory to the City, the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. After such notice, the Contractor shall have ten (10) days to cure, to the satisfaction of the City. If the Contractor fails to cure, the City shall send the Contractor a written termination letter, which shall be effective upon deposit in the United States mail to the Contractor.

4.2 The Contractor may terminate this Agreement if the City is in breach of any material obligation contained in this Agreement, which is not remedied by the City within ten (10) days of written notice.

4.3 The Parties may voluntarily terminate this Agreement at any time by mutual agreement.

4.4 Without waiving any rights, in the event of termination, the City shall only be responsible to pay for the Services satisfactorily performed by the Contractor up to the effective date of termination, as described in the final invoice to the City.

4.5 The term of this Agreement may be extended upon the written mutual consent of the Parties for such additional period as they deem appropriate upon the same terms and conditions as herein stated.

5. EXTRA SERVICES

5.1 Extra Services shall be undertaken only when previously authorized in writing by the City and are defined as additional Services which are neither shown nor defined in the Agreement or the attached Contractor's proposal (if any) but determined by the City to be necessary to the project. Extra Services is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

5.2 Miscellaneous items normally associated with the major Services items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the City. After written prior authorization of the City Manager, payment for authorized Extra Services will be made only in the previously authorized amount.

6. INSURANCE REQUIREMENTS. The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

6.1 General & Professional (Errors and Omissions) Liability. The Contractor shall maintain General & Professional Liability Insurance with minimum limits of $1,000,000 per occurrence. The retroactive date shall not be after the effective date of this Agreement, and coverage shall be maintained for at least two (2) years following completion of the Services (or tail coverage obtained).

6.2 Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the City evidencing that Contractor has this insurance in place and that the City is an additional insured. An umbrella policy may be used to supplement the General & Professional Liability insurance coverage if needed. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.

6.3 Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the City evidencing that Contractor has Workers' Compensation Insurance for the Contractor and all Subcontractors.

6.4 Business Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of $1,000,000 per occurrence.

6.5 The insurance requirements may be met through any combination of primary, automobile and umbrella/excess insurance. The City must be named as an additional insured on any umbrella/excess policy.

6.6 The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City.

6.7 The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled without at least thirty (30) days' advance written notice to the City, or ten (10) days' written notice for non-payment of premium.

7. WARRANTY

7.1 To the maximum extent permitted under Utah State law, Contractor warrants to the City that the Services and all materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

7.2 Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software) that it licenses, contracts, or sells to the City under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon. All warranties granted by the Uniform Commercial Code of the State of Utah apply.

7.3 Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the City has relied upon Contractor's skill or judgment to consider when it advised the City about the product, (5) the product has been properly designed and manufactured, and (6)

the product is free of defects or unusual problems about which the City has not been warned in writing prior to entering into the Agreement.

7.4 Remedies available to the City include, without limitation, the following: Contractor will repair or replace (at no charge to the City) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made.

7.5 Nothing in this warranty will be construed to limit any rights or remedies the City may otherwise have under the Agreement.

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12.2 The parties agree that the City shall only be liable within the parameters of the Act.

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13.2 The Agreement shall create no obligation on the City as to succeeding annual budget cycles, and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the City’s obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement.

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15. CONFIDENTIALITY. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the City and shall be held confidential by Contractor. In addition, all information provided to Contractor by the City for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the City. The City shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to City written commitments to that effect from each such recipient of information.

16. DISPUTE RESOLUTION. The City and the Contractor agree to informally negotiate all disputes related to this Agreement in good faith for a period of thirty (30) days from the date of the notice of dispute prior to proceeding to file a lawsuit regarding the dispute.

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18. NO PRESUMPTION. Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

19. NONDISCRIMINATION. Contractor shall not discriminate against any person in hiring or performance of Services on the basis of any protected classification under state or federal law.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Utah. Venue shall be in Utah County, Utah.

21. OWNERSHIP OF DOCUMENTS. All documents produced by Contractor shall be the sole property of the City.

22. AUDITS. Contractor's books, records, documents, and accounting procedures and practices that are relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a minimum of six years from the end of this Agreement.

23. WAIVER. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement. Any waiver must be in writing and signed by the party making the waiver.

24. THIRD PARTY RELIANCE. This Agreement is intended for the mutual benefit of Parties hereto, and no third-party rights are intended or implied.

25. NOTICES. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: City Manager
City of Vineyard
125 S Main St
Vineyard, UT 84059

Notice to Contractor: _____
_____
_____

26. FORCE MAJEURE. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of force majeure. "Force majeure" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.

27. SAVINGS CLAUSE. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

28. AMENDMENTS. No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.

29. ASSIGNMENT. The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

30. SUCCESSORS IN INTEREST. The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

31. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

32. SURVIVAL. The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination.

33. INTERPRETATION OF AGREEMENT. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

34. COMPLIANCE WITH LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union (“GDPR”) and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

35. EMPLOYMENT STATUS VERIFICATION. Contractor shall register and participate in the Status Verification System and comply with Utah Code § 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code § 63-G-12-302 from each of its contractors and subcontractors.

36. TIME IS OF THE ESSENCE. The City and Contractor recognize that time is of the essence here and the City will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the City. Contractor shall be liable for all reasonable damages to the City and to anyone to whom the City may be liable as a result of Contractor's failure to timely deliver and perform the Products and Services.

37. ENTIRE AGREEMENT. The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement, written or otherwise, shall not be binding upon either party except to the extent incorporated in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ___ day of _____, 2026.

City of Vineyard, Utah
By: _____
Its: Mayor Attest: _____

Contractor: [Name]
Its: _____
By: _____

_____
Exhibit A – Scope of Services

Discussion on Geneva Ponds Lease Proposal.

The Division of Forestry, Fire and State Lands (Division) is holding a public meeting on August 12th, 2026, at 6:00 PM at Vineyard City Hall regarding a proposed lease to Geneva Acquisitions, LLC (Geneva) for use of approximately 61 acres of Utah Lake sovereign lands in exchange for fee simple title to approximately 95 acres of privately-held lakeshore property located on the southeastern short of Provo Bay in Utah Lake.

The Lease Area is currently leased by Geneva for purposes of an industrial retention pond. However, the new lease proposed as part of the exchange described above will be issued for 99 years and will allow Geneva to redevelop the Lease Area for commercial use. Geneva will also be required to maintain public access through the Lease Area to Utah Lake sovereign lands. Through the redevelopment, Geneva will provide enhanced shoreline access and recreational opportunities. Geneva will also be authorized to utilize the Lease Area in accordance with reclamation requirements under the Resource Conservation and Recovery Act.

Please also note the following timeline for the proposal:

1. Public meeting on August 12, 2026, at 6:00 PM at Vineyard City Hall.
2. State finalizes the site-specific plan and mails it out for public review.
3. 45-day comment period.
4. Assuming no substantive comments, State prepares a record of decision.
5. Another 20-day comment period follows.