



**NOTICE OF A WORK SESSION WITH STAFF,
A PUBLIC HEARING AND A REGULAR MEETING
OF THE VINEYARD TOWN COUNCIL
June 8, 2016 at 6:00 PM**

Public Notice is hereby given that the Vineyard Town Council will hold a Work Session with Staff at 6:00 pm, a Public Hearing and Regular Session starting at 7:30 PM, on Wednesday, June 8, 2016, in the Vineyard Town Hall, 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

AGENDA

6:00 PM WORK SESSION WITH STAFF

1. PLANNING COMMISSION UPDATE AND RECOMMENDATIONS TO THE COUNCIL: Planning Commission Chair Chris Judd

2. COUNCILMEMBERS' REPORTS

Nate Riley – Mayor Pro-tem – January - March

- Economic Advisory Committee
- Utah Lake Technical Committee

Julie Fullmer – Mayor Pro-tem – April - June

- Youth Council
- Branding Committee
- Town Special Events
- Orem Community Hospital Board

Dale Goodman – Mayor Pro-tem – July - September

- Public works – Park/Trails/Roads/Buildings
- Timpanogos Special Service District - Board Member

Tyce Flake – Mayor Pro-tem – October - December

- Planning and Zoning
- ULCT Legislative Policy Committee

3. MAYOR'S REPORT

- North Pointe Solid Waste Special Service District - Board Member
- Mountainland Association of Governments
- Council of Governments
- Utah Lake Commission

4. ITEMS REQUESTED FOR FUTURE AGENDAS

(Requests for future agenda items are to be submitted to the Town Clerk/Recorder the Friday before a Town Council meeting. If there will be a cost to the town, project and event requests must be submitted with a fiscal impact analysis or report.)

5. AGENDA REVIEW

Time Permitting the Mayor and Town Council will review the items on the agenda.

7:30 PM REGULAR SESSION

1. CALL TO ORDER/PRAAYER

2. CONSENT ITEMS:

- a) Approval of the May 11, 2016 meeting minutes
- b) Approval of Special Event Permit – Concord Apartments

3. STAFF REPORTS

- Public Works Director /Engineer– Don Overson
- Attorney – David Church
- Utah County Sheriff’s Department – Deputy Collin Gordon
- Planner – Aric Jensen
- Finance Director – Jacob McHargue
- Town Clerk/Recorder – Pamela Spencer
- Building Official – George Reid

4. OPEN SESSION: Citizens’ Comments (Please see note below)

(15 minutes)

5. BUSINESS ITEMS:

5.1 DISCUSSION AND ACTION – The Forge Preliminary and Final Subdivision Plat

(15 minutes)

Applicants Cottonwood Geneva LLC; John West and Jeff Gochnour are requesting preliminary and final subdivision approval for The Forge, located on the Southwest corner of the Vineyard Connector and Geneva Road. The Town Council will take appropriate action.

5.2 PUBLIC HEARING – Final 2016-2017 Fiscal Year Budget

Finance Director Jacob McHargue will present the final 2016-2017 Fiscal Year budget, the certified tax rate, and adjustments to the Town’s Consolidated Fee Schedule. The Mayor and Town Council will hear public comment regarding these items. The tentative budget was discussed and approved at the May 25, 2016 Town Council meeting. The Mayor and Town Council will possibly act to approve by resolution the final budget and set the certified property tax rate for the 2016-2017 Fiscal Year. The Mayor and Town Council by resolution will act to approve (or deny) the amended Town’s Consolidated Fee Schedule.

5.3 DISCUSSION AND ACTION – Fire and EMS Services Agreement *(15 minutes)*

Finance Director Jacob McHargue will present the Fire and EMS Services Agreement received from Orem and Utah County. The Mayor and Town Council will take appropriate action. (This item is continued from the March 23, 2016 Town Council meeting).

5.4 DISCUSSION AND ACTION – Emery Telecommunications & Video, Inc. Franchise Agreement *(15 minutes)*

Staff will present a Franchise Agreement between the Town of Vineyard and Emery Telecommunications & Video, Inc. The Mayor and Town Council will act to approve (or deny) this agreement by Ordinance.

5.5 PUBLIC HEARING - Amendments to the Town Zoning Ordinance, Town Zoning Map, Town Land Use Map

The Mayor and Town Council will review the Town Zoning Ordinances, Town Zoning Map, and Town Land Use Map and hear public comment regarding these items. The Mayor and Town Council will possibly act to adopt amendments by ordinance after receiving recommendations from the Town Planning Commission. This public hearing shall remain open until August 2016.

6. CLOSED SESSION

The Mayor and Town Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

7. ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

Next regularly scheduled meeting is June 22, 2016

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

The Public is invited to participate in all Town Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Town Clerk at least 24 hours prior to the meeting by calling (801) 226-1929.

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

AGENDA NOTICING COMPLETED ON: June 7, 2016 at 5:00 PM

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

P. SPENCER, TOWN CLERK/RECORDER



COMMUNITY DEVELOPMENT

DATE: June 08, 2016
FROM: Morgan Brim, Planning Director
TO: Town Council
ITEM: "The Forge" Preliminary and Final Subdivision Plat
ADDRESS: Southwest corner Vineyard Connector and Geneva Road
APPLICANT: Cottonwood Geneva LLC, John West and Jeff Gochnour

BACKGROUND:

Jeff Gochnour, representing Cottonwood Geneva LLC, requests preliminary and final subdivision plat approval for "The Forge", an urban style mixed use development located on approximately 46 acres on the southwest corner of Vineyard Connector and Geneva Road. The property is located within The Forge Special Purpose District Zone, which includes several conceptual development illustrations. The matter before the Town Council at this time is to determine whether the proposal is consistent with the conceptual plans and other standards within the Zone.

ANALYSIS AND PROCEDURE:

The submitted plans include a preliminary and final subdivision plat for all 46.113 acres. The key items for the Town Council to review are the roadway/block configurations, and the street design, which are found in the following sections of The Forge Special District:

- E.4. Block Structure
- E.10. Streets
- E.11. Interior Block Connections (Alleys)
- E.12. Parking
- Figure 1.3 Urban Design Framework
- Figure 2.1 Typical Block Structure
- Figure 2.2 Pedestrian Circulation

The following is a comparison between the adopted The Forge Special Purpose District Zone and proposed The Forge Plat A:

- 8 Lots/blocks are anticipated; 8 lots/blocks are proposed
- Typical block size is 500 square feet; proposed block size is approximately 430 square feet. This is reasonably consistent with the conceptual plan and meets the intent to create walkable/pedestrian oriented blocks. Also, some blocks are irregular in shape due to existing lot configuration, this is also anticipated in the approved conceptual plan.
- A grid-like street pattern is anticipated; A grid-like street pattern is proposed.
- 600 North is anticipated to be a public road linking The Forge with the Megaplex site; 600 North is shown as a public road with access to the Megaplex via a four-way intersection with Furnace Rd.

- Alleyways dividing the blocks into smaller spaces are anticipated; alleyways are proposed. It should be noted that the conceptual plan anticipates alleyways feeding a parking structure in the middle of each block while the text indicates alleyways are “encouraged.” The proposed design appears to meet the intent of breaking larger blocks into a more pedestrian friendly scale, and clearly meets the provisions of the text which doesn’t require a specific alleyway configuration.
- Bulb-outs and other pedestrian friendly design elements are anticipated; bulb-outs and textured walkways are proposed at every intersection.
- On-street parking is anticipated; On-street parking is provided.

Design specific items like landscaping and street lighting will be addressed during the site plan process.

RECOMMENDATION:

Commission: On June 1, 2016, the Planning Commission recommended approval of the proposed preliminary and final plat for The Forge Plat A subdivision with conditions included in the motion below.

Staff: Staff recommends approval of the proposed preliminary and final The Forge Plat A subdivision plat with the conditions included in the motion below.

PROPOSED MOTION:

I move to approve the proposed The Forge Plat A preliminary and final subdivision plat with the following findings and conditions:

Conditions

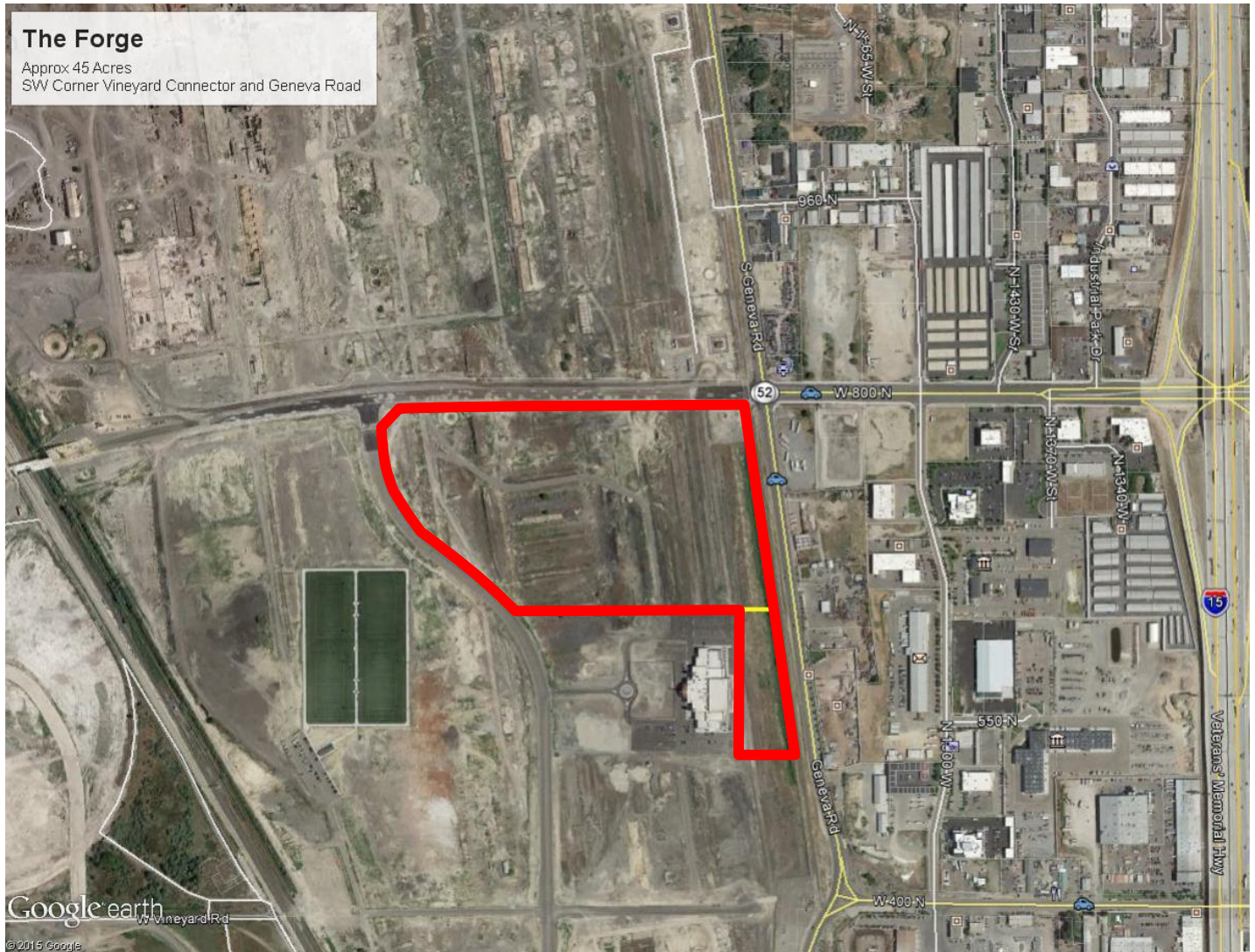
1. Any outstanding fees are paid.
2. Any outstanding redline corrections are made.
3. All lighting shall meet town requirements and be approved by the Public Works Director.

ATTACHMENTS:

Aerial Photo

Proposed preliminary and final plat

Aerial Photo and Map



Town of Vineyard
Budgeting Worksheet

10 General Fund - 07/01/2016 to 06/30/2017
100.00% of the fiscal year has expired

Change in Net Position	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Revenue:								
Taxes								
3110 PROPERTY TAXES	600,818	810,050	1,124,902	1,080,000	0	1,309,300	1,309,300	
3120 MOTOR VEHICLE	0	0	0	0	0	0	0	
3130 SALES TAXES	311,683	181,778	203,746	150,000	0	374,700	374,700	
3138 FRANCHISE TAX	196,724	224,372	258,126	200,000	0	306,000	306,000	
Total Taxes	1,109,225	1,216,200	1,586,774	1,430,000	0	1,990,000	1,990,000	
Licenses and permits								
3210 BUSINESS LICENSES AND PERMITS	7,080	6,510	9,566	7,500	0	10,000	10,000	
3221 BUILDING PERMITS	571,534	675,566	600,760	350,000	0	500,000	500,000	
Total Licenses and permits	578,614	682,076	610,326	357,500	0	510,000	510,000	
Intergovernmental revenue								
3356 CLASS "C" ROAD FUND ALLOTMENT	18,606	19,582	22,130	23,000	0	25,000	25,000	
3358 STATE LIQUOR FUND ALLOTMENT	0	0	0	0	0	0	0	
Total Intergovernmental revenue	18,606	19,582	22,130	23,000	0	25,000	25,000	
Charges for services								
3410 DEVELOPMENT FEES	223,512	245,269	330,685	200,000	0	250,000	250,000	
3510 SANITATION FEES	25,933	43,694	68,536	66,000	0	119,800	119,800	
3520 INSPECTION FEES	78	177,044	178,624	200,000	0	150,000	150,000	
Total Charges for services	249,523	466,007	577,845	466,000	0	519,800	519,800	
Fines and forfeitures								
3710 LAW ENFORCEMENT FINES & FEES	932	7,018	8,890	5,500	0	10,000	10,000	
Total Fines and forfeitures	932	7,018	8,890	5,500	0	10,000	10,000	
Interest								
3660 INTEREST EARNINGS	12,475	18,941	27,347	15,000	0	20,000	20,000	
Total Interest	12,475	18,941	27,347	15,000	0	20,000	20,000	
Miscellaneous revenue								
3620 RENTS AND CONCESSIONS	1,150	1,050	875	3,000	0	3,000	3,000	
3640 HISTORY BOOK	0	30	210	0	0	0	0	
3681 DONATIONS FROM PRIVATE SOURCES	0	2,825	3,000	3,000	0	3,000	3,000	
3690 SUNDRY REVENUES	7,613	1,188	118	0	0	0	0	
Total Miscellaneous revenue	8,763	5,093	4,203	6,000	0	6,000	6,000	
Contributions and transfers								
3695 EXCESS BEG FUND CLASS C	0	0	0	0	0	0	0	
3699 EXCESS BEG. FUND APPROPRIATION	0	0	0	0	0	0	0	
3825 TRANSFER FROM RDA	0	0	0	0	0	0	0	
Total Contributions and transfers	0	0	0	0	0	0	0	
Total Revenue:	1,978,138	2,414,917	2,837,515	2,303,000	0	3,080,800	3,080,800	
Expenditures:								
General government								
Administrative								
4311 Admin SALARIES AND WAGES	173,675	272,415	325,224	405,500	0	360,800	360,800	

Town of Vineyard
Budgeting Worksheet

10 General Fund - 07/01/2016 to 06/30/2017
100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
4313 Admin EMPLOYEE BENEFITS	27,864	49,714	74,367	111,000	0	125,200	125,200	
4321 Admin BOOKS/SUBSCRIPTIONS/MEMBERSHIP	5,263	5,939	6,821	7,000	0	12,100	12,100	
4322 Admin PUBLIC NOTICES	1,085	2,111	1,027	1,500	0	1,500	1,500	
4323 Admin TRAVEL	4,905	5,694	6,194	10,000	0	15,100	15,100	
4324 Admin OFFICE SUPPLIES AND EXPENSE	11,010	8,371	13,238	12,500	0	13,500	13,500	
4325 Admin EQUIPMENT-SUPPLIES & MAINT	21,750	5,417	1,835	13,500	0	48,500	48,500	
4326 Admin INFORMATION SYSTEMS	14,444	11,355	20,257	17,000	0	22,700	22,700	
4327 Admin UTILITIES	24,252	26,082	29,862	32,000	0	66,800	66,800	
4328.0 Admin ADMINISTRATIVE COSTS	10,590	56,457	87,812	90,330	0	45,400	45,400	
4331 Admin PROF & TECHNICAL SERVICES	6,314	0	0	0	0	0	0	
4333 Admin EDUCATION & TRAINING	3,004	6,355	13,513	16,000	0	13,200	13,200	
4342 Admin BANK CHARGES	2,677	3,720	4,299	4,000	0	6,400	6,400	
4349 Admin ELECTIONS	1,482	393	1,638	2,000	0	0	0	
4351 Admin INSURANCE AND SURETY BONDS	12,088	14,855	20,248	19,500	0	43,500	43,500	
4374 Admin Capital Outlay	0	0	0	0	0	0	0	
Total Administrative	320,403	468,878	606,335	741,830	0	774,700	774,700	
Non-Departmental								
5031 Prof & Tech Services GENERAL	1,200	0	0	0	0	0	0	
5031.1 Prof & Tech Services PLANNER	27,903	31,372	36,633	50,000	0	0	0	
5031.2 Prof & Tech Services ENGINEER	230,231	285,775	298,198	295,000	0	275,000	275,000	
5031.3 Prof & Tech Services FIN PLAN	0	0	0	0	0	0	0	
5031.4 Prof & Tech Services AUDITOR	7,600	7,600	7,600	7,600	0	7,600	7,600	
5032.0 Prof & Tech Services LEGAL	12,000	14,400	14,640	15,000	0	15,000	15,000	
5051.0 Prof & Tech Services LIBRARY REIM FEES	1,751	3,656	4,880	5,000	0	8,000	8,000	
5061.0 Prof & Tech Services MISCELLANEOUS SUPP	0	0	0	0	0	0	0	
Total Non-Departmental	280,685	342,803	361,951	372,600	0	305,600	305,600	
Buildings and grounds								
5125.0 Buildings & Grounds EQUIPMENT MAINT	480	2,390	22,180	23,970	0	24,000	24,000	
5126.0 Buildings & Grounds SUPPLIES & MAINT	999	242	4,124	5,000	0	5,000	5,000	
51740 Public Works Capital Outlay	9,058	0	51,055	52,000	0	40,000	40,000	
Total Buildings and grounds	10,537	2,632	77,359	80,970	0	69,000	69,000	
Inspections								
5311 Building SALARIES & WAGES	33,000	86,990	74,307	80,000	0	326,600	326,600	
5313 Building EMPLOYEE BENEFITS	0	0	0	0	0	174,300	174,300	
5321 Building BOOKS & MEMBERSHIPS	0	0	0	0	0	2,600	2,600	
5323 Building TRAVEL	0	0	0	0	0	2,000	2,000	
5324 Building EDUCATION & TRAINING	0	0	0	0	0	4,300	4,300	
5325 Building OFFICE SUPPLIES	0	0	0	0	0	4,000	4,000	
5326 Building EQUIPMENT & MAINT	0	0	42	0	0	1,500	1,500	
5327 Building CONTRACT LABOR	0	0	0	0	0	70,000	70,000	
Total Inspections	33,000	86,990	74,349	80,000	0	585,300	585,300	
Total General government	644,625	901,303	1,119,994	1,275,400	0	1,734,600	1,734,600	
Public safety								
Police	11,857	49,553	78,049	112,000	0	298,000	298,000	
5431.0 Police LAW ENFORCEMENT								

Town of Vineyard

Budgeting Worksheet

10 General Fund - 07/01/2016 to 06/30/2017

100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
5431.1 Police FIRE SERVICES	81,568	178,750	260,962	285,000	0	387,000	387,000	
5431.2 Police DISPATCH	3,593	8,480	9,989	11,000	0	15,000	15,000	
Total Police	97,018	236,783	349,000	408,000	0	700,000	700,000	
Total Public safety	97,018	236,783	349,000	408,000	0	700,000	700,000	
Highways and public improvements								
Highways								
6011.0 Public Works SALARIES AND WAGES	0	1,464	54,940	75,000	0	80,000	80,000	
6013.0 Public Works EMPLOYEE BENEFITS	0	0	3,222	15,000	0	34,000	34,000	
6025.0 Public Works EQUIPMENT-SUPPLIES & MAIN	16,642	7,154	10,742	36,000	0	36,000	36,000	
6031.0 Streets PROF & TECHNICAL SERVICES	19,792	28,300	32,380	51,000	0	41,000	41,000	
6032.0 Public Works REPAIRS & MAINTENANCE	1,978	16,583	126,880	129,000	0	25,000	25,000	
Total Highways	38,412	53,501	228,164	306,000	0	216,000	216,000	
Sanitation								
5235.0 Sanitation SERVICES	20,332	36,886	64,631	75,000	0	122,500	122,500	
Total Sanitation	20,332	36,886	64,631	75,000	0	122,500	122,500	
Total Highways and public improvements	58,744	90,387	292,795	381,000	0	338,500	338,500	
Parks, recreation, and public property								
Recreation								
7248.0 Public Works DEPT SUPPLIES	1,746	3,802	1,190	3,000	0	5,000	5,000	
7260.0 Parks SUPPLIES	131	4,872	5,377	5,000	0	10,000	10,000	
7270.0 Parks MAINTENANCE	16,966	41,572	35,824	60,000	0	100,000	100,000	
7276.0 YOUTH COUNCIL	3,906	8,728	5,913	10,000	0	13,000	13,000	
Total Recreation	22,749	58,974	48,304	78,000	0	128,000	128,000	
Total Parks, recreation, and public property	22,749	58,974	48,304	78,000	0	128,000	128,000	
Transfers								
9505.0 TRANSFER TO CAPITAL PROJ FUND	850,000	711,850	0	160,600	0	179,700	179,700	
9510.0 TRANSFER TO PARK PROJECT FUND	0	0	0	0	0	0	0	
9580 Budgeted Increase in Fund Balance	0	0	0	0	0	0	0	
Total Transfers	850,000	711,850	0	160,600	0	179,700	179,700	
Total Expenditures:	1,673,136	1,999,297	1,810,093	2,303,000	0	3,080,800	3,080,800	
Total Change In Net Position	305,002	415,620	1,027,422	0	0	0	0	

Town of Vineyard
Budgeting Worksheet

23 Impact Fees - 07/01/2016 to 06/30/2017
100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Change in Net Position								
Revenue:								
Interest								
3810.0 INTEREST EARNINGS - PUBLIC SAF	490	500	338	0	0	0	0	
3820.0 INTEREST EARNINGS - ROADWAY	0	505	3,255	0	0	6,000	6,000	
3830.0 INTEREST EARNINGS - PARK FACIL	6	0	0	0	0	0	0	
3840.0 INTEREST EARNINGS - STORM SYST	3	3	3	0	0	0	0	
3850.0 INTEREST EARNINGS - STORM & GR	0	0	0	0	0	0	0	
Total Interest	499	1,008	3,596	0	0	6,000	6,000	
Miscellaneous revenue								
3110.0 PUBLIC SAFETY FACILITIES	0	0	0	0	0	0	0	
3120.0 ROADWAY FACILITIES	396,176	639,264	707,325	487,200	0	487,200	487,200	
3130.0 PARK FACILITIES	0	0	0	0	0	0	0	
3140.0 STORM SYSTEM	0	0	11,458	0	0	0	0	
3150.0 STORM & GROUND WATER FACILITIES	19,546	44,682	45,931	50,000	0	50,000	50,000	
3890 EXCESS BEG. FUND APPROPRIATION	0	0	0	0	0	0	0	
Total Miscellaneous revenue	415,722	683,946	764,714	537,200	0	537,200	537,200	
Total Revenue:	416,221	684,954	768,310	537,200	0	543,200	543,200	
Expenditures:								
Miscellaneous								
4060.0 PUBLIC SAFETY FACILITIES	0	0	0	0	0	0	0	
4061.0 ROADWAY FACILITIES	127,646	95,880	94,725	100,000	0	0	0	
4062.0 PARK FACILITIES	0	0	0	0	0	0	0	
4063.0 STORM SYSTEM	0	0	0	0	0	0	0	
4064.0 STORM & GROUND WATER FACILITIE	18,872	43,136	48,528	50,000	0	0	0	
4980 Budgeted Increase in Fund Balance	0	0	0	0	0	0	0	
Total Miscellaneous	146,518	139,016	143,253	150,000	0	0	0	
Total Expenditures:	146,518	139,016	143,253	150,000	0	0	0	
Total Change in Net Position	269,703	545,938	625,057	387,200	0	543,200	543,200	

Town of Vineyard

Budgeting Worksheet

25 Redvelopment Agency - 07/01/2016 to 06/30/2017
100.00% of the fiscal year has expired

Change in Net Position	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Revenue:								
Taxes								
3110 PROPERTY TAX INCREMENT	3,763,506	4,605,741	3,758,914	3,758,914	0	5,534,760	5,534,760	
3111 DELINQUENT PROP TAX INCREMENT	0	0	0	0	0	0	0	
3112 PROPERTY TAX HOUSING	0	0	1,029,840	1,029,840	0	0	0	
3113 PROPERTY TAX ADMIN	0	0	360,444	360,444	0	353,283	353,283	
Total Taxes	3,763,506	4,605,741	5,149,198	5,149,198	0	5,888,043	5,888,043	
Interest								
3660 INTEREST INCOME	62,547	62,010	119,685	50,000	0	37,000	37,000	
Total Interest	62,547	62,010	119,685	50,000	0	37,000	37,000	
Miscellaneous revenue								
3430 ADMINISTRATIVE COSTS	2,970	0	67,035	34,864	0	34,864	34,864	
3690 MISCELLANEOUS REVENUE	0	0	0	0	0	0	0	
3820 BOND PROCEEDS	0	0	16,157,372	0	0	0	0	
Total Miscellaneous revenue	2,970	0	16,224,407	34,864	0	34,864	34,864	
Contributions and transfers								
3610 TRANSFER FROM GENERAL FUND	0	0	0	0	0	0	0	
3810 GRANT REVENUE	0	0	0	0	0	0	0	
3960 EXCESS BEG. FUND APPROPRIATION	0	0	0	2,000,000	0	0	0	
Total Contributions and transfers	0	0	0	2,000,000	0	0	0	
Total Revenue:	3,829,023	4,667,751	21,493,290	7,234,062	0	5,959,907	5,959,907	
Expenditures:								
Miscellaneous								
5500 RDA Salaries & Wages	15,837	69,180	73,339	92,000	0	122,300	122,300	
5510 Employee Benefits	1,455	15,883	17,583	28,000	0	57,400	57,400	
5520 PUBLIC NOTICES	43	90	1,523	2,000	0	2,000	2,000	
5531 PROF & TECH - GENERAL	158,861	20,202	70,189	26,400	0	26,400	26,400	
5532 PROF & TECH - PLANNER	2,842	6,068	3,191	5,000	0	0	0	
5533 PROF & TECH - ENGINEER	27,803	11,801	119,849	170,000	0	170,000	170,000	
5534 PROF & TECH - FIN PLAN	40,320	28,700	144,500	150,000	0	30,000	30,000	
5535 PROF & TECH - AUDITOR	2,400	2,400	2,400	2,400	0	2,400	2,400	
5536 Engineering Project Costs	212,225	0	0	0	0	0	0	
5537 ADMINISTRATIVE FEE	0	68,940	72,226	67,000	0	0	0	
5540 HOUSING FUND	0	0	0	500,000	0	0	0	
5541 SCHOOL DISTRICT MITIGATION	0	0	0	0	0	0	0	
5542 TIFF PAYMENTS	131,865	216,646	27,208	250,000	0	963,200	963,200	
5561 MISCELLANEOUS EXPENSES	148,689	0	0	0	0	0	0	
5600 Bond issuance costs	0	0	0	0	0	0	0	
8010 SERIES 2012 PRINCIPLE PAYMENTS	684,000	670,000	688,000	688,000	0	2,133,000	2,133,000	
8020 SERIES 2012 INTEREST PAYMENT	548,420	615,737	597,636	597,636	0	1,012,000	1,012,000	
9070 CAPITAL PROJECTS	3,564,568	2,602,070	2,743,076	3,000,000	0	0	0	
Total Miscellaneous	5,539,328	4,327,717	4,560,720	5,578,436	0	4,518,700	4,518,700	
Transfers								

Town of Vineyard

Budgeting Worksheet

25 Redvelopment Agency - 07/01/2016 to 06/30/2017

100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
9520 TRANSFER TO GENERAL FUND	0	0	0	0	0	0	0	
9552 TRANSFER TO SEWER FUND	0	889,931	0	0	0	0	0	
9680 Budgeted Increase in Fund Balance	0	0	0	0	0	0	0	
Total Transfers	0	889,931	0	0	0	0	0	
Total Expenditures:	5,539,328	5,217,648	4,560,720	5,578,436	0	4,518,700	4,518,700	
Total Change In Net Position	(1,710,305)	(549,897)	16,932,570	1,655,626	0	1,441,207	1,441,207	

Town of Vineyard

Budgeting Worksheet

45 Park Capital Projects - 07/01/2016 to 06/30/2017
 100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Interest								
3060.0 INTEREST	0	0	0	0	0	0	0	
Total Interest	0	0	0	0	0	0	0	
Miscellaneous revenue								
3030.0 GRANT PROCEEDS	0	0	0	0	0	0	0	
Total Miscellaneous revenue	0	0	0	0	0	0	0	
Contributions and transfers								
3010.0 TRANSFER FROM GENERAL FUND	0	0	0	0	0	0	0	
Total Contributions and transfers	0	0	0	0	0	0	0	
Total Revenue:	0	0	0	0	0	0	0	
Expenditures:								
Miscellaneous								
4031.0 ARCHITECTURE/ENGINEERING	0	0	0	0	0	0	0	
4032.0 CONSTRUCTION	0	0	0	0	0	0	0	
4033.0 MATERIALS	0	0	0	0	0	0	0	
Total Miscellaneous	0	0	0	0	0	0	0	
Total Expenditures:	0	0	0	0	0	0	0	
Total Change In Net Position	0	0	0	0	0	0	0	

Town of Vineyard
Budgeting Worksheet

49 Capital Projects - 07/01/2016 to 06/30/2017
100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Interest								
3060.0 INTEREST	0	0	0	0	0	0	0	
Total Interest	0	0	0	0	0	0	0	
Miscellaneous revenue								
3030.0 GRANT PROCEEDS	0	0	0	0	0	0	0	
Total Miscellaneous revenue	0	0	0	0	0	0	0	
Contributions and transfers								
3010.0 TRANSFER FROM GENERAL FUND	850,000	711,850	0	160,612	0	133,300	133,300	
3890 EXCESS BEG. FUND APPROPRIATION	0	0	0	900,000	0	1,440,000	1,440,000	
Total Contributions and transfers	850,000	711,850	0	1,060,612	0	1,573,300	1,573,300	
Total Revenue:	850,000	711,850	0	1,060,612	0	1,573,300	1,573,300	
Expenditures:								
Miscellaneous								
4031.0 PROF & TECHNICAL SERVICES	1,000	0	0	0	0	0	0	
4032.0 CONSTRUCTION	0	169,667	122,343	900,000	0	1,440,000	1,440,000	
4033.0 MATERIALS	0	0	0	0	0	0	0	
Total Miscellaneous	1,000	169,667	122,343	900,000	0	1,440,000	1,440,000	
Transfers								
4095.0 TRANSFER TO CAPITAL PROJECTS	0	0	0	0	0	0	0	
4096.0 TRANSFER TO WATER FUND	0	0	0	63,415	0	68,950	68,950	
4097.0 TRANSFER TO SEWER FUND	0	0	0	91,851	0	109,150	109,150	
4098.0 TRANSFER TO STORM WATER FUND	0	0	0	5,346	0	1,600	1,600	
4890 Budgeted Increase in Fund Balance	0	0	0	0	0	0	0	
Total Transfers	0	0	0	160,612	0	179,700	179,700	
Total Expenditures:	1,000	169,667	122,343	1,060,612	0	1,619,700	1,619,700	
Total Change In Net Position	849,000	542,183	122,343	0	0	(46,400)	(46,400)	

Town of Vineyard
 Budgeting Worksheet
 51 Water Fund - 07/01/2016 to 06/30/2017
 100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers								
3925 TRANSFER FROM RDA	0	0	0	0	0	0	0	
Total Contributions and transfers	0	0	0	0	0	0	0	
Total Revenue:	0	0	0	0	0	0	0	
Total Change In Net Position	0	0	0	0	0	0	0	
Income or Expense								
Income From Operations:								
Operating income								
3710.0 WATER FEES	116,205	216,415	297,391	270,500	0	397,200	397,200	
3720.0 CONNECTION FEES	63,576	109,732	81,841	57,450	0	57,450	57,450	
3730.0 RECONNECTION FEES	0	0	0	1,000	0	1,000	1,000	
Total Operating income	<u>179,781</u>	<u>326,147</u>	<u>379,232</u>	<u>328,950</u>	<u>0</u>	<u>455,650</u>	<u>455,650</u>	
Operating expense								
4011.0 SALARIES AND WAGES	0	0	40,402	47,865	0	71,300	71,300	
4013.0 EMPLOYEE BENEFITS	0	0	1,911	3,000	0	32,900	32,900	
4021.0 BOOKS/SUBSCRIPTIONS/MEMBERSHIPS	0	0	355	500	0	700	700	
4023.0 TRAVEL	0	0	0	0	0	1,800	1,800	
4025.0 EQUIPMENT-SUPPLIES & MAINT	43,445	49,253	92,939	61,500	0	83,000	83,000	
4026.0 BLDG SUPPLIES & MAINTENANCE	0	0	0	0	0	0	0	
4027.0 UTILITIES	169	741	846	1,000	0	3,900	3,900	
4031.0 PROF & TECHNICAL SERVICES	15,191	27,551	5,354	5,500	0	5,000	5,000	
4031.1 OREM CARRIAGE FEES	1,882	0	0	0	0	0	0	
4031.2 CUWD PROJECT WATER ALLOT FEE	0	15,874	20,148	9,000	0	30,000	30,000	
4031.3 OREM - FISCAL YEAR -WATER BILL	12,320	179,343	208,670	232,000	0	264,000	264,000	
4031.4 CUWD - WATER TREATMENT	16,282	0	0	0	0	0	0	
4031.5 LINDON - WATER BILL	3,322	8,249	8,467	9,000	0	9,000	9,000	
4031.6 CUWCD - WATER BILL	5,632	23,856	16,636	27,000	0	27,000	27,000	
4035.0 EQUIPMENT LEASE	0	0	0	0	0	0	0	
4051.0 INSURANCE	0	0	0	0	0	0	0	
4061.0 MISCELLANEOUS	558	0	0	0	0	0	0	
4067.0 DEPRECIATION	68,634	69,041	0	0	0	0	0	
Total Operating expense	<u>167,435</u>	<u>373,908</u>	<u>395,728</u>	<u>396,365</u>	<u>0</u>	<u>528,600</u>	<u>528,600</u>	
Total Income From Operations:	<u>12,346</u>	<u>(47,761)</u>	<u>(16,496)</u>	<u>(67,415)</u>	<u>0</u>	<u>(72,950)</u>	<u>(72,950)</u>	
Non-Operating Items:								
Non-operating income								
3760.0 IMPACT FEE-CULINARY & IRRIGATIO	271,139	288,234	192,633	174,600	0	174,600	174,600	
3770 ADMINISTRATIVE COSTS	(54,600)	0	0	0	0	0	0	
3810.0 INTEREST EARNINGS	4,740	4,159	3,465	4,000	0	4,000	4,000	
3830.0 GRANT REVENUE	0	0	0	0	0	0	0	
3910 Transfer from general fund	0	0	0	63,415	0	0	0	
Total Non-operating income	<u>221,279</u>	<u>292,393</u>	<u>196,098</u>	<u>242,015</u>	<u>0</u>	<u>178,600</u>	<u>178,600</u>	
Non-operating expense								

Town of Vineyard
 Budgeting Worksheet

51 Water Fund - 07/01/2016 to 06/30/2017
 100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
4066.0 IMPACT FEE-CULINARY & IRRIGATI	0	0	0	46,000	0	45,800	45,800	
4082.0 DEBT SERVICE - INTEREST	0	0	0	0	0	0	0	
Total Non-operating expense	0	0	0	46,000	0	45,800	45,800	
Total Non-Operating Items:	221,279	292,393	196,098	196,015	0	132,800	132,800	
Total Income or Expense	233,625	244,632	179,602	128,600	0	59,850	59,850	

Town of Vineyard

Budgeting Worksheet

52 Sewer Fund - 07/01/2016 to 06/30/2017

100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating Income								
3710.0 SEWER FEES	32,289	68,886	135,471	154,014	0	206,760	206,760	
3720.0 CONNECTION FEES	0	0	0	0	0	0	0	
Total Operating income	32,289	68,886	135,471	154,014	0	206,760	206,760	
Operating expense								
4011.0 SALARIES AND WAGES	0	600	30,067	37,865	0	57,300	57,300	
4013.0 EMPLOYEE BENEFITS	0	0	1,911	3,000	0	26,000	26,000	
4023.0 TRAVEL	0	0	0	0	0	600	600	
4025.0 EQUIPMENT-SUPPLIES & MAINT	2,763	5,555	19,003	18,000	0	6,000	6,000	
4027.0 UTILITIES	7,354	9,237	9,356	10,000	0	13,000	13,000	
4031.0 PROF & TECHNICAL SERVICES	6,945	14,862	0	0	0	0	0	
4031.1 LINDON - SEWER BILL	2,313	3,798	2,504	5,000	0	5,000	5,000	
4031.2 OREM - SEWER BILL	19,759	27,197	30,607	32,000	0	32,000	32,000	
4031.3 TSSD- SEWER BILL	0	0	112,321	140,000	0	176,000	176,000	
4036.0 EQUIPMENT RENTAL	0	0	0	0	0	0	0	
4051.0 INSURANCE	0	0	0	0	0	0	0	
4061.0 MISCELLANEOUS	0	0	0	0	0	0	0	
4067.0 DEPRECIATION	262,776	262,775	0	0	0	262,775	262,775	
4069.0 TSSD IMPACT FEE	0	0	0	0	0	0	0	
Total Operating expense	301,910	324,024	205,769	245,865	0	578,675	578,675	
Total Income From Operations:	(269,621)	(255,138)	(70,298)	(91,851)	0	(371,915)	(371,915)	
Non-Operating items:								
Non-operating income								
3760.0 IMPACT FEE-SEWER	1,061,517	980,547	426,740	478,200	0	478,200	478,200	
3769.0 TSSD IMPACT FEE	0	0	0	0	0	0	0	
3770.0 ADMINISTRATIVE COSTS	0	0	0	0	0	0	0	
3810.0 INTEREST EARNINGS	0	0	0	0	0	0	0	
3830.0 GRANT REVENUE	0	0	0	0	0	0	0	
3910 Transfer from general fund	0	0	0	91,851	0	86,740	86,740	
3925 TRANSFER FROM RDA	0	889,931	0	0	0	0	0	
Total Non-operating income	1,061,517	1,870,478	426,740	570,051	0	564,940	564,940	
Non-operating expense								
4066.0 IMPACT FEE-SEWER	0	0	0	318,816	0	0	0	
4082.0 DEBT SERVICE - INTEREST	0	0	0	0	0	0	0	
Total Non-operating expense	0	0	0	318,816	0	0	0	
Total Non-Operating Items:	1,061,517	1,870,478	426,740	251,235	0	564,940	564,940	
Total Income or Expense	791,896	1,615,340	356,442	159,384	0	193,025	193,025	

Town of Vineyard
Budgeting Worksheet

53 Storm Water Fund - 07/01/2016 to 06/30/2017
100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating Income								
3710 STORM WATER FEES	0	0	47,047	57,830	0	64,600	64,600	
3760 IMPACT FEE-STORM WATER	0	0	337	0	0	0	0	
3770 ADMINISTRATIVE COSTS	0	0	0	0	0	0	0	
Total Operating income	0	0	47,384	57,830	0	64,600	64,600	
Operating expense								
4011 SALARIES AND WAGES	0	0	34,031	47,676	0	40,800	40,800	
4013 EMPLOYEE BENEFITS	0	0	4,169	15,000	0	23,700	23,700	
4021 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	0	0	0	0	0	0	0	
4023 TRAVEL	0	0	0	0	0	0	0	
4025 EQUIPMENT-SUPPLIES & MAINT	0	0	0	0	0	1,200	1,200	
4026 BLDG SUPPLIES & MAINTENANCE	0	0	0	0	0	0	0	
4027 UTILITIES	0	0	0	0	0	0	0	
4031 PROF & TECHNICAL SERVICES	0	0	500	500	0	500	500	
4035 EQUIPMENT LEASE	0	0	0	0	0	0	0	
4051 INSURANCE	0	0	0	0	0	0	0	
4061 MISCELLANEOUS	0	0	0	0	0	0	0	
4067 DEPRECIATION	0	0	0	0	0	0	0	
Total Operating expense	0	0	38,700	63,176	0	66,200	66,200	
Total Income From Operations:	0	0	8,684	(5,346)	0	(1,600)	(1,600)	
Non-Operating Items:								
Non-operating income								
3810 INTEREST EARNINGS	0	0	0	0	0	0	0	
3830 GRANT REVENUE	0	0	0	0	0	0	0	
3910 Transfer from general fund	0	0	0	5,346	0	1,600	1,600	
3925 TRANSFER FROM RDA	0	0	0	0	0	0	0	
Total Non-operating income	0	0	0	5,346	0	1,600	1,600	
Non-operating expense								
4082 DEBT SERVICE - INTEREST	0	0	0	0	0	0	0	
Total Non-operating expense	0	0	0	0	0	0	0	
Total Non-Operating Items:	0	0	0	5,346	0	1,600	1,600	
Total Income or Expense	0	0	8,684	0	0	0	0	

Town of Vineyard
Budgeting Worksheet
54 Transportation Utility Fund - 07/01/2016 to 06/30/2017
100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating Income								
3710 TRANSPORTATION UTILITY FEES	0	0	18,793	22,512	0	27,500	27,500	
3720 CONNECTION FEES	0	0	0	0	0	0	0	
3730 RECONNECTION FEES	0	0	0	0	0	0	0	
3760 IMPACT FEE-CULINARY & IRRIGATIO	0	0	0	0	0	0	0	
3770 ADMINISTRATIVE COSTS	0	0	0	0	0	0	0	
Total Operating income	0	0	18,793	22,512	0	27,500	27,500	
Operating expense								
4011 SALARIES AND WAGES	0	0	3,741	3,932	0	4,900	4,900	
4013 EMPLOYEE BENEFITS	0	0	397	1,000	0	2,700	2,700	
4021 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	0	0	0	0	0	0	0	
4023 TRAVEL	0	0	0	0	0	0	0	
4025 EQUIPMENT-SUPPLIES & MAINT	0	0	0	0	0	0	0	
4026 BLDG SUPPLIES & MAINTENANCE	0	0	0	0	0	0	0	
4027 UTILITIES	0	0	0	0	0	0	0	
4031 PROF & TECHNICAL SERVICES	0	0	0	0	0	0	0	
4035 EQUIPMENT LEASE	0	0	0	0	0	0	0	
4051 INSURANCE	0	0	0	0	0	0	0	
4061 MISCELLANEOUS	0	0	0	0	0	0	0	
4066 IMPACT FEE-TRANSPORTATION	0	0	0	0	0	0	0	
4067 DEPRECIATION	0	0	0	0	0	0	0	
Total Operating expense	0	0	4,138	4,932	0	7,600	7,600	
Total Income From Operations:	0	0	14,655	17,580	0	19,900	19,900	
Non-Operating Items:								
Non-Operating income								
3810 INTEREST EARNINGS	0	0	0	0	0	0	0	
3830 GRANT REVENUE	0	0	0	0	0	0	0	
3910 Transfer from general fund	0	0	0	0	0	0	0	
3925 TRANSFER FROM RDA	0	0	0	0	0	0	0	
Total Non-Operating income	0	0	0	0	0	0	0	
Non-Operating expense								
4082 DEBT SERVICE - INTEREST	0	0	0	0	0	0	0	
Total Non-Operating expense	0	0	0	0	0	0	0	
Total Non-Operating Items:	0	0	0	0	0	0	0	
Total Income or Expense	0	0	14,655	17,580	0	19,900	19,900	

Town of Vineyard
Budgeting Worksheet
91 General Fixed Assets - 07/01/2016 to 06/30/2017
100.00% of the fiscal year has expired

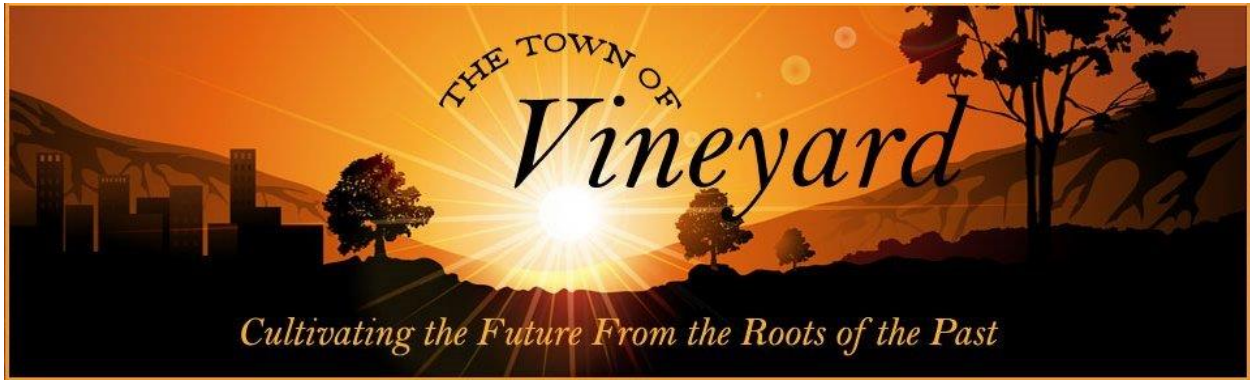
	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Expenditures:								
Miscellaneous								
4100 Depn exp general government	16,563	17,036	0	0	0	0	0	
4400 Depn exp highway and public works	41,632	311,974	0	0	0	0	0	
4500 Depn exp parks and recreation	272,335	2,597	0	0	0	0	0	
Total Miscellaneous	330,530	331,607	0	0	0	0	0	
Total Expenditures:	330,530	331,607	0	0	0	0	0	
Total Change In Net Position	330,530	331,607	0	0	0	0	0	

Town of Vineyard

Budgeting Worksheet

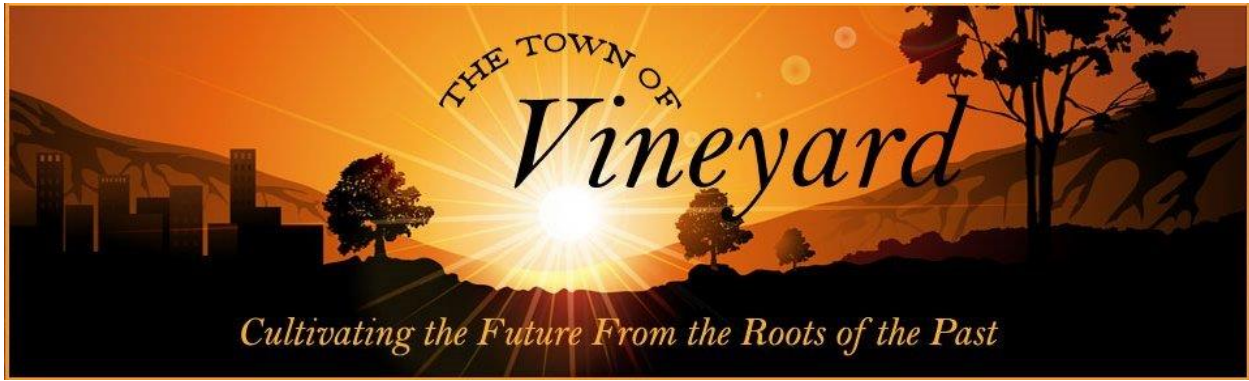
95 Governmental Long-term Liabilities - 07/01/2016 to 06/30/2017
 100.00% of the fiscal year has expired

	2014 Actual	2015 Actual	2016 Actual	2016 Budget	2017 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Expenditures:								
Miscellaneous	0	(21,859)	0	0	0	0	0	
4101 Pension expense	0	(21,859)	0	0	0	0	0	
Total Miscellaneous	0	(21,859)	0	0	0	0	0	
Total Expenditures:	0	(21,859)	0	0	0	0	0	
Total Change In Net Position	0	(21,859)	0	0	0	0	0	



Consolidated Fee Schedule
2015-2016 Fiscal Year

- Administrative 2
- Utilities 2
- Sanitation 3
- Facilities Rental 3
- Business Licensing 4
- Land Use Applications 4
- Building Permit Fees 6
- Building Inspection Fees 7
- Impact Fees 7
- Pass Through Fees 8
- Water Department Fees 8
- Appendix A – Impact Fee Area Maps 10

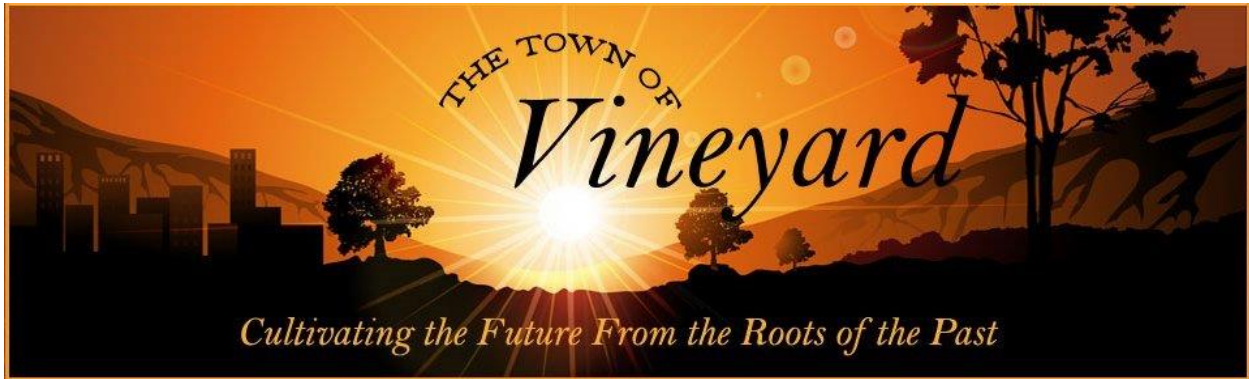


ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after first 15 minutes (based on lowest paid employee working on the request) Copies -10 cents per page
Returned Checks	\$10.00
Colored Map Copies – 8 1/2 x 11	\$3.00
Black and White Map Copies	Free
“Our Vineyard Heritage” Books	\$30
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Administrative Citation	\$100

UTILITY FEES

Water Base Rate ¾” Meter	\$27.09 first 6,000 gallons
Water Usage Rate	\$1.35 per 1,000 gallons over base
Water Base Rate 1” Meter	\$37.93 first 6,000 gallons
Water Base Rate 1 ½” Meter	\$48.76 first 6,000 gallons
Water Base Rate 2” Meter	\$78.56 first 6,000 gallons
Water Base Rate 3” Meter	\$297.99 first 6,000 gallons
Water Base Rate 4” Meter	\$530.96 first 6,000 gallons
Water Base Rate 6” Meter	\$568.89 first 6,000 gallons



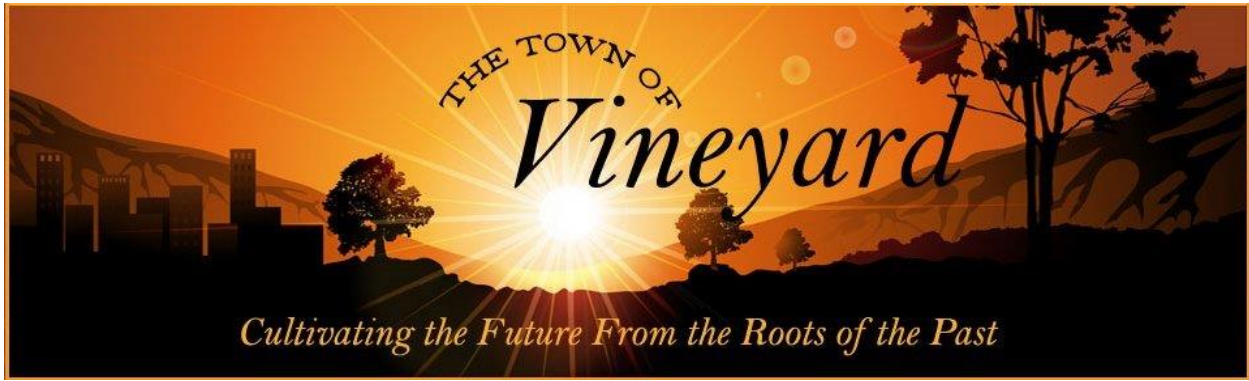
Water Base Rate 8" Meter	\$758.52 first 6,000 gallons
Sewer Base Rate	\$17.25 first 2,000 gallons
Sewer Usage Rate	\$3.00 per 1,000 gallons over base
Transportation Utility	\$3.5 Per ERU
Storm Water Utility	\$4 Per ERU

SANITATION FEES

90 Gallon Residential Can	\$13
Second 90 gallon Residential Can	\$8
Recycling Can	\$6

FACILITIES RENTAL

Park Pavilion Rental – Resident	\$25
Park Pavilion Rental – Non Resident	\$50
Park Pavilion Cleaning Deposit – Resident	\$25
Park Pavilion Cleaning Deposit – Non-resident	\$50
Town Hall Rental – Resident	Unavailable at this time
Town Hall – Non-Resident	Unavailable at this time
Town Hall Cleaning Deposit – Resident	Unavailable at this time
Town Hall Cleaning Deposit – Non Resident	Unavailable at this time
Town Hall – Wedding/Reception – Resident (currently unavailable)	Unavailable at this time
Town Hall – Wedding/Reception – Non-resident (currently unavailable)	Unavailable at this time

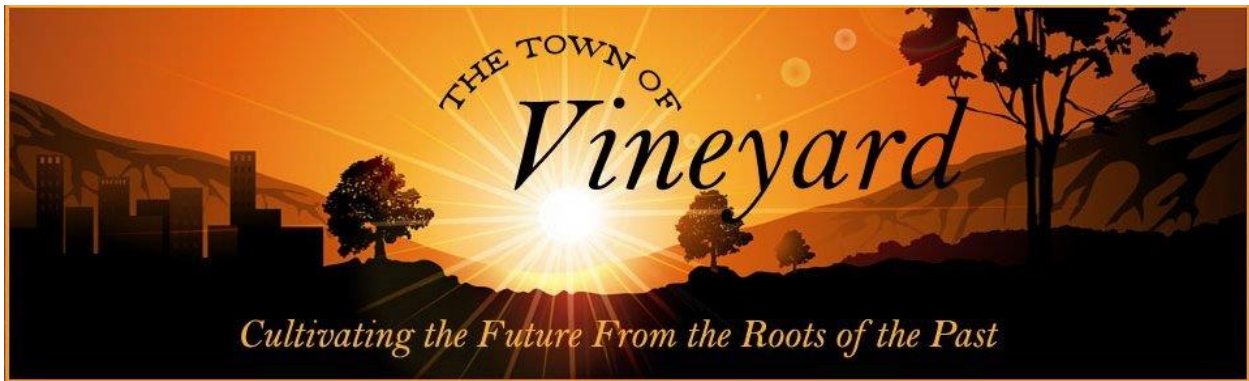


ANNUAL BUSINESS LICENSING FEES

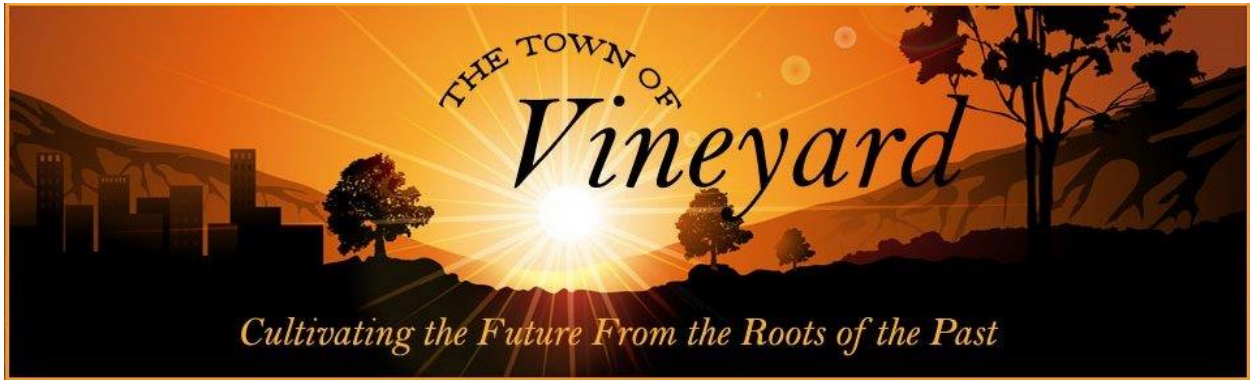
Home Occupation	\$25
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee	\$50 per truck
Retail	\$215
Service Related	\$75
Solicitor/Transient/Itinerant Merchant (90 day maximum)	\$30
Beer License	\$400 + Bond
A, B, or C Liquor License	\$300 + Bond
Duplicate License	\$10
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Fee	Double if not paid by January 2

LAND USE APPLICATION FEES

Development Agreement	\$1,500
Development Agreement Amendment	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot
Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1010 + \$2.50 per lot

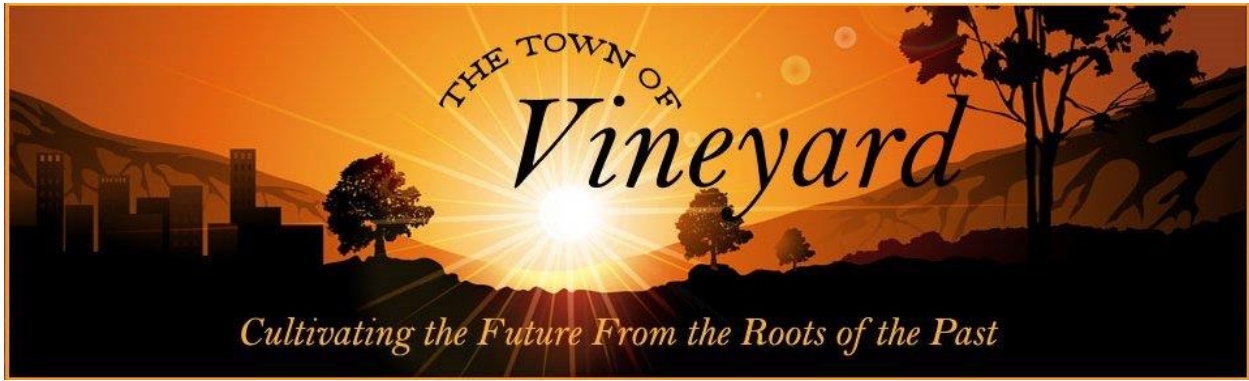


Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663
Site Plan – Non-residential	\$3,756
Site Plan – Non-residential – Additional Reviews	\$1,693 for each additional review after two reviews
General Plan Text or Map Amendment	\$500
Land Use Ordinance Text or Map Amendment	\$500
Conditional Use Permit	\$250
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$50
Land Disturbance Permit	\$30
Land Disturbance Permit – Subdivision and Site Plan	Included in Subdivision or Site Plan review costs
Inspection Fees	2% of bid tabulation placed in escrow before construction begins. Un-used inspection fees shall be returned when the bond is released.
Demolition	Up to \$500 plan review fee
Right-of-Way/Road Cut Permit	\$100 + \$1 per square foot
Infrastructure Construction	Bond/Escrow account as determined by bid tabulation
Building Relocation	\$500 Plan Review Fee



BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1 to \$ 500	\$24
\$501 to \$2,000	\$24 for the first \$500; plus \$3 for each additional \$ 100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$ 5,000,000; plus \$1 for each additional \$1,000 or fraction thereof
Residential Plan Review	25% of Building Permit Fee
Commercial Plan Review	65% of Building Permit Fee

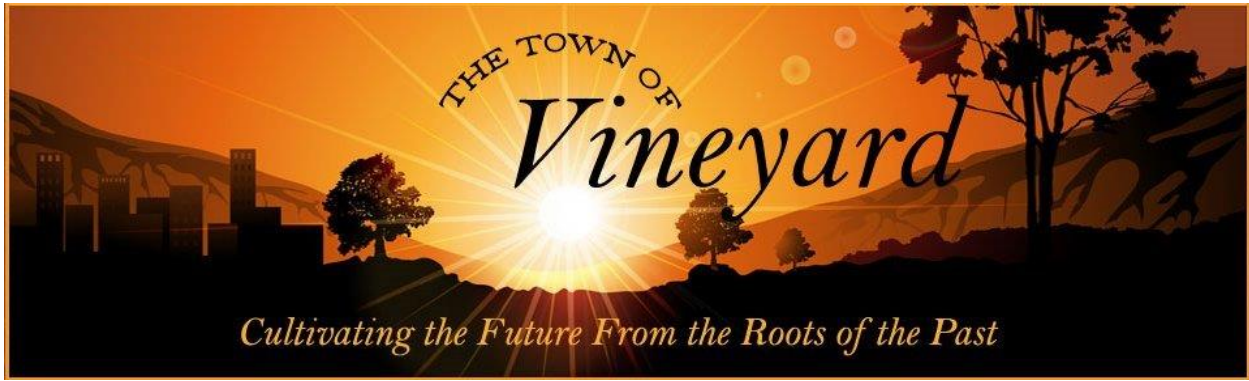


BUILDING INSPECTION FEES

Inspections outside of normal business hours, minimum two hour charge	\$48 per hour
Re-inspection	\$48 per hour
Inspection for which no specific fee is indicated, minimum half-hour charge	\$48 per hour
Additional plan review required by changes, additions, or revisions to plans, minimum half hour charge	\$48 per hour
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire inspection	Included in Business License Fee

IMPACT FEES (See Impact Fee Area Maps)

Sewer Facilities	<ul style="list-style-type: none"> • Area A - \$539 • Area B - \$2,391 • Area C – RDA
Culinary and Irrigation Water Systems	<ul style="list-style-type: none"> • Area A - \$873 • Area B (RDA) - \$521
Roadway Facilities	<ul style="list-style-type: none"> • Area A - \$3,586 • Area B (RDA) - \$1,286
Storm and Ground Water	<ul style="list-style-type: none"> • Area A - \$222 • Area B - \$337 • Area C - \$237



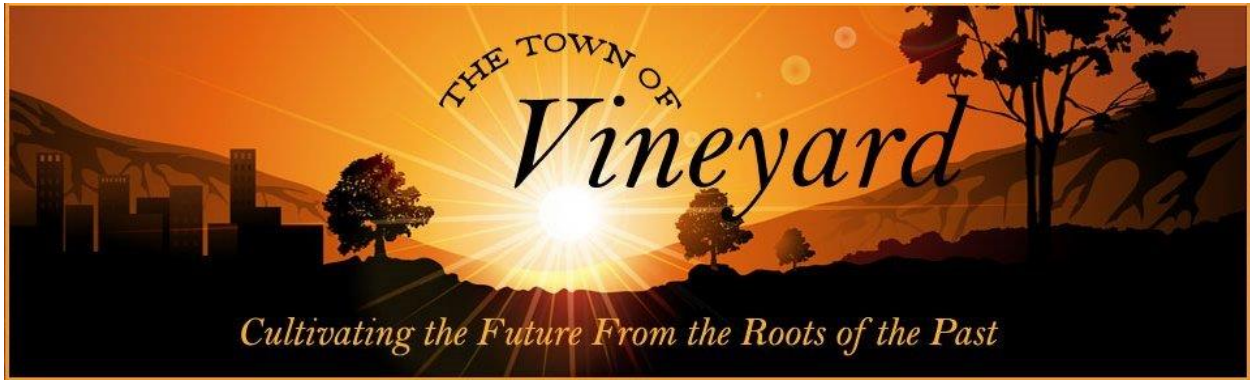
PASS THROUGH FEES

Timpanogos Special Service District	\$2,475 Per ERU
Orem Water Reclamation	\$3,808 Per ERU
Orem Water Rights	<ul style="list-style-type: none"> • Apartment Complex Per Unit - \$1,124.85 • Four-plex Per Unit - \$1,280.82 • Duplex Per Unit - \$1,943.74 • Single Family ¾" meter - \$3,698.52 • Condo Per Unit - \$2,138.72 • Landscape Meter - \$4,088.47 • Small Commercial ¾" meter - \$1,592.79

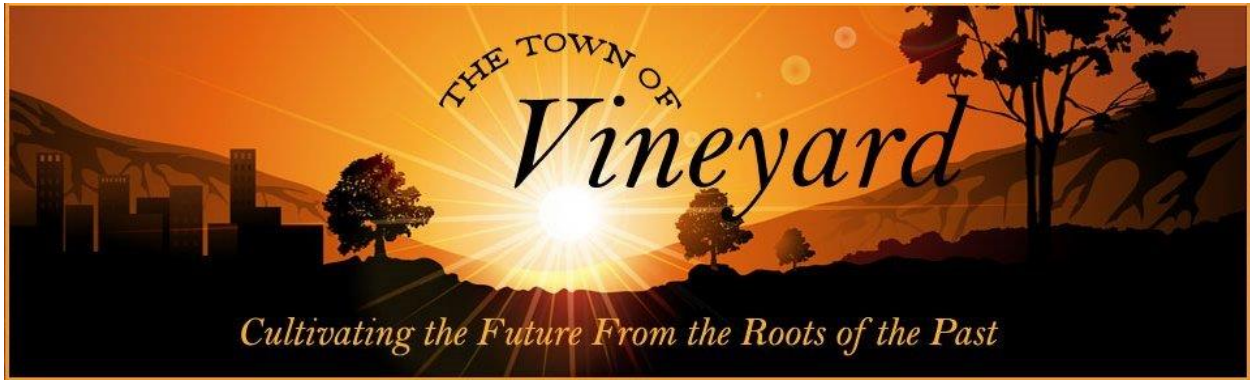
All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.

WATER DEPARTMENT FEES

¾ inch water meter & connection fee	\$363.00
1 inch water meter & connection fee	\$495
1 ½ inch water meter & connection fee	\$775
2 inch water meter & connection fee	\$1,206
Water lateral inspection fee	\$40
Water meter shut off/turn on	\$50
Water meter shut off/turn on (after hours)	\$70
Utility sign-up fee	\$20



Fire hydrant Meter Rental & Usage	
Construction water meter deposit	\$1,100
Daily rate – construction meter	\$10/100 month
Rate of water – construction meter	\$2 Per 1,000 gallons of water
Single family residential construction water	\$50 minimum
Non-residential construction water	\$50 minimum
Illegal connection to water system	\$1,000 per occurrence



APPENDIX A

IMPACT FEE AREA MAPS

INTERLOCAL AGREEMENT
(Fire and EMS Services)

This Interlocal Agreement (the “Agreement”) is executed in duplicate this ____ day of _____, 2016, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (“Orem”), and the Town of Vineyard, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 240 East Gammon Road, Vineyard, Utah 84058 (“Vineyard”).

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act (U.C.A. §11-13-101, et. seq.) permits municipalities to make the most efficient use of their powers and to benefit from economies of scale by entering into mutually advantageous interlocal agreements for the provision of services; and

WHEREAS, U.C.A. §11-7-1 provides that municipalities shall provide adequate fire protection within their territorial limits and that they may contract to furnish and receive fire protection services with any proximate municipality; and

WHEREAS, Orem has established fire and emergency medical services (“EMS”), has accumulated valuable equipment, experience and resources through the years, and shares a border with Vineyard; and

WHEREAS, Vineyard desires to contract for fire and EMS services from Orem; and

WHEREAS, Orem and Vineyard have each adopted resolutions authorizing their respective mayors to sign this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Orem and Vineyard mutually agree as follows:

1. **Purposes.** The purposes of this Agreement are:
 - 1.1. **Services to Vineyard.** To establish a means for Orem to provide quality fire and EMS services to Vineyard.

- 1.2. **Compensation to Orem.** To provide fair compensation to Orem for providing these services to Vineyard. The goals of fair compensation are to ensure that neither Orem nor Vineyard is subsidizing the other in the provision of these services and to ensure that Vineyard citizens are receiving fair value for amounts charged by Orem.
 - 1.3. **Payment Calculation.** To the extent possible, to establish a process or formula to determine the amount that Vineyard will pay Orem for these services in future years. The intent is to have enough certainty in the amount to avoid surprises and to allow for future budget planning, but enough flexibility to account for inflation, actual cost experience, changed circumstances, coverage needs, equipment needs, and changed service areas.
 - 1.4. **Long-term Relationship.** To establish a long-term commitment and relationship between Orem and Vineyard. If the Agreement is terminated before the end of the term, the parties intend for (1) Orem to be fairly compensated for its required investment in personnel and equipment to serve Vineyard, and (2) Vineyard to have an adequate opportunity to arrange for an alternative means of acquiring these services.
 - 1.5. **New Agreement.** To supersede and replace the December 15, 2009 interlocal agreement between the parties providing for fire and EMS services. The parties agree that this Agreement supersedes and replaces the December 15, 2009 interlocal agreement.
2. **Services Provided by Orem to Vineyard.** Orem agrees to provide fire and EMS services to Vineyard according to the terms set forth in this Agreement. (This Agreement does not affect or amend existing agreements between Orem and Vineyard related to water and sewer service or any other matter.) Orem agrees to provide fire and EMS services to Vineyard residents and businesses according to the same standards and protocols that it provides the same services to Orem residents and businesses. For purposes of this Agreement only, Orem agrees to treat Vineyard as if it were part of Orem when establishing the level, quality and priority of fire and EMS services provided to Vineyard. All fire and EMS services provided to Vineyard will be under the direct control of Orem's Fire Department and will be subject to policies, procedures and directives promulgated by Orem's Fire Chief in his sole discretion.
 - 2.1. **Fire Service.**
 - 2.1.1. **Primary Fire Response.** Orem shall provide primary fire response in Vineyard.
 - 2.1.1.1. **Multiple Calls.** Calls for fire service shall be answered in the sequential order in which they are received, insofar as it is practical. Multiple fire calls which are of such a nature that Orem cannot immediately respond to more than one call, or cannot respond to all calls simultaneously, shall be responded to in the following priority:
 - 2.1.1.1.1. **Imminent danger.** Calls where lives are in imminent danger.

2.1.1.1.2. **Structures or Vehicles.** Calls involving structures or vehicles.

2.1.1.1.3. **Other Calls.** Other calls in sequence.

Vineyard agrees that Orem will have sole discretion to determine the nature, seriousness and priority of each call and to determine the proper allocation of limited resources.

- 2.1.1.2. **Incident Command.** Orem shall assume incident command at all fire calls, EMS calls and special responses (HazMat, confined space, trench rescue and high angle) within Vineyard. In cases where another entity has assumed initial incident command as an initial responder pursuant to a mutual aid agreement, incident command will be transferred as set forth in the mutual aid agreement.
- 2.1.1.3. **Mutual Aid.** Orem has entered into a county-wide fire and EMS reciprocal aid or mutual aid agreement. The parties acknowledge and agree that the services provided by Orem to Vineyard pursuant to this Agreement are primary response, not mutual aid. Vineyard acknowledges and accepts the benefit of having Orem continue to honor the county-wide reciprocal aid agreement and acknowledges and accepts that Orem responses pursuant to the reciprocal aid agreement may limit resources that would have otherwise been available to respond to incidents in Vineyard.
- 2.1.1.4. **Limitation on Response.** Vineyard acknowledges and accepts that Orem can only respond to incidents in Vineyard to the extent of its existing resources. Orem will not be required to obtain additional resources (personnel, equipment, stations or capabilities) except as specifically required by this Agreement.
- 2.1.2. **Hazardous Materials Response.** Orem shall provide hazardous materials response in Vineyard as part of the fire service. Orem's obligation is limited to a "good faith" response given Orem's existing equipment, employees, and training. Orem does not represent that it can solely respond to hazardous materials incidents that may occur at one of the heavy industries located in Vineyard, or with any other major hazardous materials incident in Vineyard. Vineyard acknowledges that Orem retains the right to seek reimbursement from any party causing a hazard materials incident and that any such reimbursement received by Orem will not be used to reduce the amount of the Annual Fee. If third party resources (such as an environmental clean-up company) are used to respond to a hazardous materials incident in Vineyard, and if the third party resources bill Orem because they were unable to receive payment from the responsible party(ies), Vineyard agrees to pay or resolve any such payment request from the third party resources on behalf of Orem.

2.1.3 **Fire Prevention/Inspections.** Orem agrees to provide Vineyard specified fire prevention/inspection services as set forth below.

2.1.3.1. **Fire Marshal.** Orem agrees to provide Vineyard the following Fire Marshal services as part of the Annual Fee:

2.1.3.1.1. **Fire Official.** Vineyard shall, in its sole discretion, designate a fire official for Vineyard. The fire official shall be ICC certified. Orem agrees to provide the fire official service as part of the Annual Fee, if requested by Vineyard. To help the parties plan resources, avoid sudden changes, and to provide a level of predictability and consistency, the fire official designated by Vineyard shall serve on a fiscal year basis. Vineyard agrees to provide Orem written notice at least thirty (30) days before the beginning of a given fiscal year, designating who (whether Orem or some other party) will be designated as Vineyard fire official for the upcoming fiscal year.

2.1.3.1.2. **Fire Investigation.** Orem agrees to provide fire investigation services for Vineyard .

2.1.3.1.3. **Development Review Committee.** Orem agrees to provide the Orem Fire Marshal or an Orem Fire Inspection Specialist at Vineyard's Development Review Committee meetings (or equivalent) on an "as needed" basis. Vineyard agrees to notify Orem when an Orem representative is needed at a Development Review Committee meeting. If Orem is designated as the Vineyard fire official, the Orem representative will review development plans for compliance with applicable fire codes. The Orem representative will also help ensure that new development in Vineyard can be accessed and served by Orem equipment and personnel.

2.1.3.2. **IFC Enforcement Inspections.** Orem agrees to provide the services set forth in this Section 2.1.3.2 if Orem is designated as the Vineyard fire official (or if otherwise requested by Vineyard). Orem agrees to provide International Fire Code (IFC) enforcement inspections for new businesses and industries locating in Vineyard. Orem will also endeavor to provide (as able, given existing resources) inspections at businesses requiring annual inspections, such as restaurants, day care facilities, assisted living facilities, rehabilitation facilities, service stations, and other sprinkled buildings. Orem has hired an additional full-time fire inspector to better support fire inspection services in Vineyard. (Orem may provide fire inspector services in Vineyard using any of its fire inspectors as it deems appropriate, and may choose to use multiple inspectors in Vineyard rather than dedicating a specific inspector to Vineyard.) Orem will charge an inspection fee for each fire inspection that Orem conducts in Vineyard. The amount of the fee will be based on the then

current fee schedule adopted in Orem. Orem will directly bill the business or industry for the cost of the inspection. (This payment will be in addition to the Annual Fee.) Vineyard will assist Orem as necessary to help collect the inspection fee from the business or industry inspected. The purpose of the IFC enforcement inspections is to identify areas where the buildings, businesses or sites do not comply with the International Fire Code. Vineyard agrees to work with Orem in requiring businesses and industries in Vineyard to come into compliance with the IFC according to compliance schedules established by Orem.

- 2.1.3.3. **Pre-fire Plans.** Orem shall endeavor to develop pre-fire plans for all commercial and industrial sites located in Vineyard that Orem deems to be high risk. The purpose of the pre-fire plans is to help the Orem Fire Department prepare to respond to incidents at these sites. The pre-fire plans will generally include a schematic of the building, identification of utility shut-offs, the location and type of hazardous storage, the location and type of valuable storage, the location of hazards such as overhead wires, and other information that helps Orem to plan for problems it may encounter when responding to the site. Vineyard agrees to share with Orem any information it has relating to Vineyard businesses and industries that may assist Orem in developing the pre-fire plans (GPS information, street maps, site plans, building plans, MSDS's, etc.). The cost of the pre-fire plans is included as part of the Annual Fee.
- 2.1.3.4. **Appeals.** Appeals of any decision made by the Vineyard fire official shall be made to Vineyard's Board of Building and Fire Code Appeals. Vineyard agrees to provide Orem's Fire Marshal with notice of any such appeals and agrees to allow Orem's Fire Marshal (or designee) to participate in the appeal process. Nothing in this paragraph shall be interpreted to grant a right of appeal when that right does not exist under the applicable code.
- 2.2. **EMS Services.** Orem shall provide emergency medical services in Vineyard. Vineyard agrees that Orem will have sole discretion to determine the nature, seriousness and priority of each request for EMS services and to determine the proper allocation of limited resources. Orem will charge its usual fee for EMS services provided in Vineyard.
 - 2.2.1. **Service Charges.** The parties agree that Orem will bill and collect its standard EMS service charges for EMS services provided in Vineyard. The bill will be sent to the user of the service. Fees collected by Orem for EMS services will be kept by Orem and will be handled independently of the Annual Fee paid by Vineyard to Orem pursuant to this Agreement (they will not act as a credit to reduce the amount of the Annual Fee). The EMS service fees assessed by Orem do not cover Orem's costs in providing EMS services in Vineyard and will not affect the amount that Orem assesses Vineyard for providing EMS services in Vineyard.

- 2.3. **Dispatch Services.** Vineyard contracts with the Utah County Sheriff's Office for police and dispatch services. Orem has no responsibility to provide police services in Vineyard. Orem operates a Public Safety Answering Point (PSAP) located in Orem. The parties acknowledge that calls for fire and EMS services in Vineyard will be routed through the Utah County Sheriff's dispatch to the Orem PSAP. Orem is not responsible for calls that are not properly routed to the Orem PSAP. If Orem and Vineyard determine in the future that it would be beneficial for Orem to provide police and/or dispatch services in Vineyard, then the parties agree to negotiate in good faith for such services.
3. **Vineyard Obligations.** Vineyard agrees to do the following in exchange for the services provided by Orem pursuant to this Agreement:
- 3.1. **Compensation to Orem.** Orem and Vineyard each operate on a fiscal year beginning on July 1 of one year and ending on June 30 of the following year. Vineyard agrees to pay Orem an Annual Fee for each fiscal year that Orem provides services to Vineyard pursuant to this Agreement. The Annual Fee consists of two components - the Service Fee and the Insurance Fee (described below). The Annual Fee for a given fiscal year will be established in advance of each fiscal year so that the parties have an opportunity to plan for and budget the appropriate amount in their respective budgets. If warranted as set forth in this Section, the Annual Fee may be adjusted annually to account for new growth. Orem and Vineyard will determine each fiscal year's Annual Fee based on the factors set forth in this Section 3.
- 3.2. **Service Fee.** The Service compensates Orem for its costs in providing fire and EMS service to Vineyard pursuant to this Agreement. The Service Fee will be calculated as follows:
- 3.2.1. **Equivalent Residential Units (ERU's).** Vineyard is growing rapidly and it appears that Vineyard's growth trajectory will continue into the future. Equivalent Residential Units ("ERU's") are a means to help quantify the value of services provided by Orem to Vineyard and to provide a means for adjusting the amount paid by Vineyard to Orem to account for changing circumstances. The Service Fee paid by Vineyard to Orem pursuant to this Agreement will be based on the number of ERU's in Vineyard.
- 3.2.1.1. **Calculation of ERU's.** ERU's will be calculated as follows:
- 3.2.1.1.1. **Residential Units.** Each residential unit in Vineyard, whether a single-family house, a condominium or a single unit in a multi-unit residential building, constitutes one (1) ERU. As of December 31, 2015, Vineyard had 1,576 residential units (519 single-family houses + 1,057 units in multi-unit residential buildings = 1,576 residential units or 1,576 ERU's).
- 3.2.1.1.2. **Non-Residential Development.** The number of ERU's for non-residential development will be based on the gross floor area of the non-residential development. For purposes of this Agreement, "gross floor

area” shall mean the total floor area inside the building envelope, including the external walls and each floor within the building, but excluding the roof. “Gross floor area” includes areas sometimes excluded in the definition of *gross leasable area*, such as corridors, elevator shafts, closets, and public areas inside the building. The parties agree that the Annual Fee calculation will be based on a whole number of ERU’s (fractions of ERU’s will be rounded as follows: .01 to .49 will be rounded down, and .50 to .99 will be rounded up).

- 3.2.1.1.2.1. **Office Development.** To calculate the number of ERU’s for office development in Vineyard (space dedicated primarily to office-type uses), the parties agree that 5,445 square feet (1/8 acre) of gross floor area of office development constitutes one ERU, or that 43,560 square feet (1 acre) of gross floor area of office development constitutes eight ERU’s. As of December 31, 2015, Vineyard had 0 square feet of gross floor area of office development, which constitutes 0 ERU’s.
- 3.2.1.1.2.2. **Commercial Development.** For purposes of this Agreement, commercial development means any non-residential development not included in the definition of office development, such as retail, light industrial, and industrial development. To calculate the number of ERU’s for commercial development in Vineyard, the parties agree that 10,890 square feet (1/4 acre) of gross floor area of commercial development constitutes one ERU, or that 43,560 square feet (1 acre) of gross floor area of commercial development constitutes four ERU’s. As of December 31, 2015, Vineyard had 898,265 square feet of gross floor area of commercial development, which constitutes 82 ERU’s ($898,265 \div 10,890$ (gross floor area per ERU) = 82.49 (82) ERU’s).
- 3.2.1.1.2.3. **Mixed-use Development.** The number of ERU’s for mixed-use development will be calculated according to the formulas set forth above. Each residential unit in a mixed-use development will constitute one ERU. The number of ERU’s for non-residential uses in a mixed-use development will be calculated based on the gross floor area and the type of use (office development or commercial development).
- 3.2.1.1.3. **Developed Property.** ERU’s will not be assessed against undeveloped property. Residential units will be considered developed and subject to ERU’s when Vineyard issues a building permit for the residential unit. Industrial property will be considered developed and subject to ERU’s when Vineyard has approved a site plan and/or building permit for the industrial property. There were 1,658 ERU’s in Vineyard as of December

31, 2015.

3.2.1.2. **Cost per ERU.** The cost of each ERU will be calculated as follows:

3.2.1.2.1. **ERU’s in Orem.** There are approximately 32,962 ERU’s currently in Orem. Orem staffs and operates three full fire stations in Orem and one full fire station in Lindon. Approximately 30% of the capacity of the Lindon fire station is used to serve north Orem. The current level of service in Orem is approximately one fire station for every 9,988 ERU’s, or one fire station per resident population of 28,485.

3.2.1.2.2. **Fire Station - Annual Cost.** The parties estimate that Orem’s current total annual cost to operate one full fire station, including operations, maintenance, capital and equipment, is \$2,433,598. The following tables show the basis for this calculation:

OPERATIONS & MAINTENANCE DESCRIPTION	COST
EMPLOYEES (FULL COMPENSATION)	
12 FIREFIGHTERS, 3 CAPTAINS, 1.2 BATT. CHIEFS, 1 INSPECTOR, 0.3 MARSHAL	\$1,595,280
ANCILLARY (UNIFORMS, FUEL, HAZMAT, DISPATCH, ETC.)	\$364,450
ADMINISTRATION @ 12% (CHIEFS, CLERICAL, ACCOUNTING, IT, HR, CLEANING, ETC.)	\$260,743
TOTAL WITH FIRE PREVENTION	\$2,220,473

CAPITAL & EQUIPMENT DESCRIPTION	TOTAL COST	USEFUL LIFE	ANNUALIZED COST
STATION (FE&E)	\$3,800,000	40	\$95,000
2 ACRES OF LAND FOR STATION	\$375,000	100	\$3,750
EQUIPMENT			
APPARATUS	\$625,000	14	\$44,642
0.5 APPARATUS (RESERVE)	\$103,125	7	\$14,732
AMBULANCE	\$200,000	5	\$40,000
0.75 AMBULANCE (RESERVE)	\$75,000	5	\$15,000
TOTAL	\$5,178,125		\$213,125

A more detailed analysis of the factors included in this calculation is shown on the spreadsheet (the “Spreadsheet”) which is attached to this Agreement as Exhibit “A” and incorporated herein by reference.

3.2.1.2.3. **Cost to Vineyard per ERU.** Based on calculations shown in the Spreadsheet, the parties estimate that Vineyard will need the equivalent of approximately 1.14 full-service fire stations in Vineyard by the time that Vineyard is fully built-out. The parties estimate (based on inferences from Vineyard’s general plan, zoning ordinance, projects in the pipeline,

and projects completed or under construction) that there will be approximately 11,986 ERU's in Vineyard at projected build-out. The parties agree to calculate the cost per ERU in Vineyard by dividing the annual cost of 1.14 fire stations in Orem (using the factors identified in the Spreadsheet) by the estimated number of ERU's in Vineyard at build-out. The initial cost per ERU in this Agreement will be \$231.46. ($\$2,774,302$ (annual cost of operating 1.14 fire stations in Orem) \div 11,986 (estimated number of ERU's in Vineyard at build-out) = \$231.46 per ERU). This cost per ERU approximates the total cost that Orem residents currently pay per ERU for like services.

3.2.2. **Calculation of Service Fee.** Vineyard shall pay Orem an annual Service Fee for providing the services described in this Agreement. The Service Fee will be calculated by multiplying the cost per ERU (as set forth in Section 3.2.1.2.3) by the number of ERU's in Vineyard. The following components of the Service Fee will be re-calculated annually, as set forth in more detail below: (1) the estimated annual cost of operating one fire station in Orem for the upcoming year, using the factors set forth above and in the Spreadsheet, adjusted each year for inflation, salary and benefit increases, and changes to other applicable costs; (2) the estimated number of equivalent fire stations that will be required in Vineyard at build-out; (3) the estimated number of ERU's in Vineyard at build-out, adjusted as necessary based on changes to Vineyard's general plan and zoning ordinance; and (4) the number of ERU's in Vineyard as of December 31st of the year preceding the designated fiscal year. For example, the number of ERU's in Vineyard as of December 31, 2016 will be used to calculate the Service Fee for Fiscal Year 2017/2018.)

3.2.3. **Service Fee for Fiscal Year 2016/2017.** The Service Fee for Fiscal Year 2016/2017 is \$383,760.68 ($\231.46 cost per ERU x 1,658 ERU's = \$383,760.68).

3.3. **Insurance Fee.** Orem is essentially self-insured for workers' compensation and liability claims. Therefore, providing services to Vineyard pursuant to this Agreement increases Orem's potential liability exposure and the increased liability exposure is not accounted for in the Service Fee. The Insurance Fee compensates Orem for this increased liability exposure.

3.3.1. **Calculation of Insurance Fee.** Without creating a new entity, the parties were unable to find insurance policies that would exclusively cover Orem's provision of services to Vineyard pursuant to this Agreement. The Insurance Fee is an estimate of the amount it would cost Orem to purchase first dollar insurance for providing these services, if such insurance were available. The Insurance Fee consists of two components: the workers' compensation charge and the general liability charge.

3.3.1.1. **Workers' Compensation Charge.** The parties agree to use the "Utah Standard Manual Rate for the Fire Class Code 7710" (or future equivalent) to calculate the workers' compensation charge. The current rate for this classification is 3.54%. The workers' compensation charge for one fire station is calculated by multiplying the workers' compensation rate (3.54%)

times Orem's total base compensation for one fire station (\$1,074,696.39). The workers' compensation charge for one fire station in FY2016/2017 will therefore be \$38,044.25 (3.54% x \$1,074,696.39 = \$38,044.25).

- 3.3.1.2. **General Liability Charge.** The general liability charge will be based on commercial general liability rates charged to fire districts in Utah. The parties agree to use Moreton & Company, or another insurance agent agreed to by the parties, to provide the applicable commercial general liability rate. The general liability rate provided by Moreton Insurance for fiscal year 2016/2017 is 3.4%. The general liability charge for one fire station is calculated by multiplying the general liability rate (3.4%) times Orem's cost to operate one full-time fire station (\$2,433,598). The general liability charge for one fire station in FY2016/2017 will therefore be \$82,742.33 (3.4% x 2,433,598 = \$82,742.33).
- 3.3.1.3. **Calculation of Insurance Fee.** The Insurance Fee for a given fiscal year will be calculated by adding the Workers' Compensation Charge for one fire station and the General Liability Charge for one fire station, then multiplying by the estimated number of fire stations needed by Vineyard at build-out, then dividing by the estimated number of ERU's in Vineyard at build-out, then multiplying by the number of ERU's in Vineyard during the calculation year (as set forth in section 3.2.1.1.3 of this Agreement). The Insurance Fee for FY2016/2017 will be \$19,047.32 (((\$38,044.25 + 82,742.33) x 1.14 ÷ 11,986 x 1,658 = \$19,047.32).
- 3.4. **Annual Fee.** The Annual Fee for a given fiscal year will be the sum of the Service Fee and the Insurance Fee for that Fiscal Year. The Annual Fee for Fiscal Year 2016/2017 is \$402,808.00 (\$383,760.68 Service Fee + \$19,047.32 Insurance Fee = \$402,808.00).
 - 3.4.1. **Annual Fee in Subsequent Fiscal Years.** The Annual Fee for subsequent fiscal years will be set each year by the parties on or before the April 1 preceding the start of the fiscal year (e.g. on or before April 1, 2017 for Fiscal Year 2017/2018). The Service Fee will be based on the four factors set forth in Section 3.2.2 according to the following formula: Factor #1 x Factor #2 ÷ Factor #3 = Cost per ERU. Cost per ERU x Factor #4 = Service Fee. The Insurance Fee will be adjusted as needed to address changed insurance rates, changes to build-out estimates, and changes in the number of ERU's.
 - 3.4.1.1. **Annual Fee Proposal.** Orem shall submit a proposed Annual Fee to Vineyard, with supporting documentation, on or before the March 1 preceding the start of the fiscal year. The parties agree to meet as needed to discuss, adjust and set the Annual Fee before the April 1 deadline. The parties acknowledge that many factors, anticipated and unanticipated, may affect the Annual Fee in any given fiscal year and agree to work together in good faith to determine the appropriate amount of each Annual Fee.

- 3.4.1.2. **Inability to Agree on Annual Fee.** If the parties are unable to agree on an Annual Fee before the April 1 deadline, the parties agree to hire a mutually agreed upon third party to determine the proper amount of the Annual Fee using the guidelines set forth in this Agreement. When determining the proper amount of the Annual Fee, Orem's proposed Annual Fee shall be given a presumption of validity that may be rebutted by Vineyard. The parties agree that the decision of the third party will be binding unless a Utah court of competent jurisdiction determines that the third party's decision was arbitrary or capricious, or that Orem's proposed Annual Fee was not given the proper presumption of validity. The parties agree to use the calculations set forth in the Spreadsheet as a guide for determining future Annual Fees. If the parties cannot set the Annual Fee before the adoption of the fiscal year budget, the parties agree to use the previous fiscal year's Cost per ERU, multiplied by the current number of ERU's, as the budgeted Annual Fee. When the actual Annual Fee is then set, the parties agree to make payment adjustments as necessary.
- 3.4.2. **Items Not Included in Annual Fee.** Fire inspection fees, ambulance fees, and hazardous materials reimbursements collected by Orem for services provided in Vineyard are independent of the Annual Fee and will not be used to adjust the amount of the Annual Fee.
- 3.4.3. **Reevaluation and Adjustment of Annual Fee Formula.** Orem and Vineyard agree to meet every five (5) years to provide an in depth review and evaluation (and adjustment if needed) of the formula used to determine the amount of the Annual Fee. The first in depth review and evaluation will take place in conjunction with setting the Annual Fee for Fiscal Year 2021/2022. Subsequent in depth reviews and evaluations will take place every five (5) years thereafter (2026, 2031, 2036). The parties also agree to reevaluate and adjust the Annual Fee formula when Vineyard reaches 5,500 ERU's, as set forth in section 3.2.6 of this Agreement.
- 3.4.4. **Payments.** Vineyard shall pay Orem the Annual Fee in twelve monthly payments, with each payment equal to 1/12 of the amount of the Annual Fee. Payments shall be made on or before the fifteenth day of the month for the month in which the payment is due. The first payment for a given fiscal year shall be due on or before July 15 of the fiscal year in which it is due (July 15, 2016 for Fiscal Year 2016/2017) and the last payment for a given fiscal year shall be due on or before June 15 of the fiscal year in which it is due (June 15, 2017 for Fiscal Year 2016/2017).
- 3.4.5. **Late Payment/Interest.** Vineyard agrees to pay interest on scheduled payments to Orem that are not made by the due date. Interest shall accrue on the late payments at the rate of eight percent (8%) per annum. Interest shall begin accruing five days after the due date. For the first late payment in a given fiscal year, Orem agrees to provide Vineyard a reminder notice regarding the past due payment and will not begin assessing interest until five days after Vineyard's

receipt of the reminder notice. Orem shall only be required to provide one reminder notice to Vineyard per fiscal year. After one reminder notice has been provided in a given fiscal year, all subsequent late payments will immediately begin accruing interest five days after the payment due date.

- 3.5. **Vineyard Fire Station.** The parties agree that Orem cannot adequately accommodate Vineyard's expected growth using Orem's existing fire stations. Vineyard shall construct and maintain a fire station in Vineyard for Orem's use pursuant to this Agreement (the "Vineyard Fire Station") within three years of the date that there are 5,500 ERU's in Vineyard. (The parties anticipate that the full fire station will be needed and justified at 11,000 ERU's; beginning the plan and design process at 5,500 ERU's as set forth above gives Vineyard three years to prepare for the new expenditure.) Orem shall provide the personnel, fire fighting equipment, and EMS equipment for the Vineyard Fire Station. Vineyard shall furnish the Vineyard Fire Station and all related furniture, fixtures and accessories as necessary so that the paramedic/firefighters can perform their duties. Vineyard will pay for all costs related to the Vineyard Fire Station, including maintenance, upkeep, insurance protection, internet service and utility bills.
- 3.5.1. **Location.** The Vineyard Fire Station will be located on Vineyard's existing property at approximately 1400 North Geneva Road.
- 3.5.2. **Specifications.** The parties desire to maintain some flexibility in the design and construction of the Vineyard Fire Station. Vineyard agrees to consult with Orem during the design process to ensure that Orem's needs are met in the Vineyard Fire Station. Without limiting the parties' ability to negotiate appropriate changes as needed, the parties agree that the Vineyard Fire Station will be a full-service, gender neutral, approximately 12,000 square foot building dedicated to fire and EMS services, with private sleeping rooms for six paramedic/firefighters, an office/sleeping area for the officer of the station, a report writing room, a training room, an exercise room, a kitchen and dining area, and a three garage door apparatus bay, with access to the front and to the back from each bay.
- 3.5.3. **Costs.** Vineyard shall bear all costs related to the design, construction and maintenance (including utility costs) of the Vineyard Fire Station. Orem agrees to provide Vineyard with copies of the design documents for Orem's existing fire stations, to the extent not prohibited by copyright laws.
- 3.5.4. **Completion.** Vineyard agrees to complete the Vineyard Fire Station within three years of the date that there are 5,500 ERU's in Vineyard. Vineyard agrees to begin design work on the Vineyard Fire Station in time to meet this completion deadline.
- 3.5.5. **Service Area.** Vineyard acknowledges that (1) even after construction of the Vineyard Fire Station, Orem fire stations will provide fire and EMS response and back-up in Vineyard, and (2) the Vineyard Fire Station may be used to provide fire and EMS services not just to Vineyard, but to Orem, Lindon, and any other location served by Orem.

- 3.5.6. **Adjustment to Annual Fee.** Vineyard's construction, maintenance and ownership of the fire station will affect the manner in which the Annual Fee is calculated. Orem may be required to acquire additional equipment and personnel to fully staff the new fire station. Therefore, the parties agree to renegotiate how the Annual Fee will be calculated upon completion of the fire station when Vineyard reaches 5,500 ERU's. The purpose of recalculating the Annual Fee formula in advance of completing the fire station is to give both parties confidence that completing and operating a Vineyard fire station is a viable option.
- 3.6. **Other Vineyard Obligations.** Vineyard agrees to do the following, at its own expense, to assist and/or enable Orem to perform its obligations pursuant to this Agreement:
- 3.6.1. **Fire Hydrants.** Vineyard shall ensure that all fire hydrants in Vineyard are properly located, tested and maintained. Fire hydrants shall meet standards established by the State of Utah and shall be compatible with existing Orem equipment.
- 3.6.2. **International Fire Code.** Vineyard shall adopt (and amend as necessary) the fire code adopted and prescribed by the Utah Fire Prevention Board (currently the 2012 International Fire Code, including appendices A, B, C and D). Vineyard shall enact an ordinance authorizing Orem to enforce the provisions of the fire code, including the ability to red tag non-compliant businesses if Orem is acting as the Vineyard fire official. Vineyard shall also enact an ordinance authorizing Orem to enforce any business license or other city ordinance provisions that may involve fire code inspections.
- 3.6.3. **Entry Ordinance.** Vineyard shall enact an ordinance authorizing Orem fire officers, pursuant to U.C.A. §53-7-209, to enter any building or premises in Vineyard not used as a private dwelling at any reasonable hour to inspect the building or premises and enforce the fire code and laws and rules related to fire prevention and fireworks.
- 3.6.4. **Fire Investigations.** Vineyard shall enact an ordinance granting Orem's chief fire officer (or designee) authority, pursuant to U.C.A. §53-7-210, to investigate the cause, origin and circumstances of fires occurring in Vineyard.
- 3.6.5. **Orem Fees.** Vineyard shall enact an ordinance or resolution authorizing Orem to assess its standard fees for fire inspections and ambulance services provided in Vineyard.
- 3.6.6. **Revocation of Business License.** To assist Orem in enforcing the IFC, Vineyard agrees to consider remedies including the possible revocation of a business license (after first providing any due process rights required by Vineyard ordinances) for any business failing to bring its site into IFC compliance according to a compliance schedule established by Orem.
- 3.6.7. **Notices.** Vineyard agrees to provide Orem with as much advance notice as possible on street closures and other major construction in Vineyard that may affect Orem's ability to timely respond to fire and EMS incidents.

3.6.8. **OptiCom.** Vineyard agrees to provide, at its own expense, traffic signal preemption devices (such as the OptiCom system) on traffic lights located in Vineyard. Vineyard shall also provide, at its own expense, traffic signal preemption devices on any new traffic lights installed in Vineyard. The traffic signal preemption devices shall be compatible with Orem's traffic signal preemption system.

4. **Liability and Indemnification.**

- 4.1. **General Indemnification.** Vineyard shall indemnify and hold Orem and its officers, officials, employees, agents and volunteers harmless, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from actions or non-actions taken by Vineyard pursuant to this Agreement. Orem shall indemnify and hold Vineyard and its officers, officials, employees, agents and volunteers harmless, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from actions or non-actions taken by Orem pursuant to this Agreement.
- 4.2. **Mutual Aid.** The parties acknowledge that this Agreement is not a mutual aid agreement. If agencies other than Orem respond to an incident in Vineyard and attempt to bill Orem for the cost of such services or for liabilities sustained in providing such services, Vineyard agrees to indemnify and hold Orem harmless from and against any such claims.
- 4.3. **Orem Resources.** The parties acknowledge that Orem's responsibilities pursuant to this Agreement are limited to its capabilities using existing equipment and personnel. Except as provided in this Agreement, Orem is not expected or obligated to expand, increase or modify its equipment, resources, staffing, training or operating procedures to perform this Agreement. Vineyard acknowledges that, although well-staffed and equipped, Orem cannot handle all situations and problems and cannot guarantee prompt response in all situations, particularly during times of wide spread man-made or natural disaster. Vineyard shall indemnify and hold Orem and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees) related to the alleged inadequacy of Orem's equipment, resources, staffing, training or operating procedures. Vineyard's obligation pursuant to this subparagraph is limited to occasions when Orem is acting pursuant to this Agreement.
- 4.5. **Failure to Enact Ordinances.** Vineyard agrees to indemnify and hold Orem harmless from and against any claim, suit or action resulting from Orem's assumption that Vineyard has enacted the ordinances required by this Agreement, when in fact the enactment never took place.
- 4.6. **Privileges and Immunities Retained.** The parties acknowledge and agree that pursuant to U.C.A. §11-7-3, "all the privileges and immunities from liability which surround the activities of any county or municipal fire-fighting force or fire department when performing its functions within the governmental unit's territorial limits shall apply to the activities of that governmental unit's firefighting force or department while furnishing fire protection outside the territorial limits under any contract."

- 4.7. **Governmental Immunity.** Nothing in this Agreement shall be interpreted to waive or modify governmental immunity defenses available to either party to this Agreement.

5. **Term, Termination and Default.**

- 5.1. **Term.** The initial term of this Agreement shall be five (5) years, beginning on July 1, 2016 and ending on June 30, 2021. Unless this Agreement is terminated by either party as set forth herein, this Agreement shall be automatically renewed for three additional five year terms beyond the initial five year term (until June 30, 2036).

- 5.2. **Termination.** Either party may terminate this Agreement before the end of a term as set forth below:

- 5.2.1. **Termination for Cause.** Either party may terminate this Agreement for cause before the expiration of a term if the other party fails to comply with any of the terms of this Agreement.

- 5.2.1.1. **Cure Period.** A party desiring to terminate this Agreement based on the other party's failure to comply with the terms of this Agreement (default) shall first give the other party a written notice of the default. The notice shall be mailed to the other party, return receipt requested. If the default is cured within thirty (30) days of receipt of the notice, then this Agreement shall remain in full force and effect. If the default is not cured within the 30 day cure period, then the non-defaulting party may terminate the Agreement by giving written notice to the defaulting party. The 30 day cure period shall not be required if the default is Vineyard's failure to make a required payment to Orem. The 30 day cure period shall not be required after the initial 30 day cure period for multiple instances of the same type of default.

- 5.2.1.2. **Performance After Termination.** Because of the nature of the services provided pursuant to this Agreement, the parties agree, that except in cases of non-payment by Vineyard, that the termination for cause will not be effective until one complete fiscal year after a party has failed to comply with the required cure period. (For example, if Vineyard defaults and fails to cure the default before a cure period ending on September 27, 2017, the Agreement would not terminate until June 30, 2019, giving Vineyard at least one complete fiscal year to make other arrangements.) The parties may mutually agree to an earlier termination effective date. Upon termination, neither party shall have any further obligation to perform pursuant to the Agreement. However, termination does not restrict a party from seeking any other remedy normally available at law, equity or this Agreement, nor does it prohibit Orem from collecting past due payments from Vineyard.

- 5.2.2. **Termination without Cause.** Either party may terminate this Agreement without cause before the expiration of a term if it complies with the requirements set forth below.

- 5.2.2.1. **Termination by Orem.** Orem may terminate this Agreement without cause

before June 30, 2036 if it gives Vineyard at least one complete fiscal year's notice of its intent to terminate the Agreement. (For example, if Orem gives Vineyard notice of its intent to terminate the Agreement on September 27, 2017, the Agreement would not terminate until June 30, 2019, giving Vineyard at least one complete fiscal year to make other arrangements for providing fire and EMS services in Vineyard.)

5.2.2.2. **Termination by Vineyard.** Vineyard may terminate this Agreement without cause before June 30, 2036 if it gives Orem at least one complete fiscal year's notice of its intent to terminate the Agreement. (For example, if Vineyard gives Orem notice of its intent to terminate the Agreement on September 27, 2017, the Agreement would not terminate until June 30, 2019.) In addition to the required notice, Vineyard will be required to pay Orem, on or before the termination date, one year of salary and benefits for each Orem employee hired to staff the Vineyard Fire Station ("Vineyard Fire Station Employees"), but excluding any Vineyard Fire Station Employees hired by Vineyard as of the termination date. (The one year of salary and benefits is for the fiscal year following the termination date (when no services are provided to Vineyard); it does not include salary and benefits paid by Vineyard as part of the Annual Fee during the full fiscal year following the notice of termination.) Orem may use this money to provide a severance for the non-hired employees, to help cushion the additional expense to Orem of adding unfunded employees to Orem's payroll, or for any other reason deemed appropriate by Orem. Upon termination as set forth in this section, Vineyard shall also purchase from Orem at fair market value on or before the termination date, any apparatus (fire engine, ambulance, extrication unit, etc) purchased by Orem for the Vineyard Fire Station.

5.2.3. **Termination By Law or Necessity.** In addition to the other grounds for termination set forth in this Interlocal Agreement, Orem may terminate this Interlocal Agreement if (1) Orem discontinues providing any of the services provided for in this Agreement to its own citizens; or (2) a court of competent jurisdiction determines that Orem cannot charge or collect any of the costs or fees set forth in this Agreement; or (3) Orem is prohibited by law or court decision, or by its inability to obtain a required permit or certification, from providing any of the required services in this Agreement. Orem shall have the right to terminate this Agreement and discontinue providing services to Vineyard without penalty to Orem for any of these grounds for termination.

6. **Interlocal Cooperation Act.** The following provisions are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:

6.1. **No Separate Entity.** This Agreement does not establish a separate legal or administrative entity.

6.2. **Financing and Budget.** Orem and Vineyard shall each finance their respective obligations pursuant to this Agreement as part of their annual budget processes. The budget for the services

provided in this Agreement will be set by the parties each year pursuant to Section 3 of this Agreement.

6.3. **Filing.** Orem and Vineyard shall each immediately file a copy of this Agreement with their respective city recorders.

6.4. **Joint Board.** The parties hereby establish a joint board to administer this cooperative undertaking. The board shall consist of two (2) members. Orem shall appoint one (1) board member and Vineyard shall appoint one (1) board member. Each party shall designate its board member(s) in writing to the other party. A party may change its board member(s) at any time. The joint board shall meet as necessary to discuss the implementation of this Agreement and to attempt to resolve any disputes related to this Agreement.

6.5. **Property.** Unless the parties specifically agree otherwise in writing, each of the parties shall retain ownership of its respective real and personal property during the term of this Agreement and after termination of this Agreement. For example, Orem will own the fire apparatus and vehicles provided by Orem; Vineyard will own the Vineyard Fire Station and any furniture and computers it provides to furnish and equip the Vineyard Fire Station.

6.6. **Publication.** Orem and Vineyard agree to publish a post-approval notice of this Agreement as specified in U.C.A. §11-13-219 (3)(b) - (5).

7. **General Provisions.**

7.1. **Lawful Agreement.** The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

7.2. **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

7.3. **Time of Essence.** Time shall be of the essence of this Agreement.

7.4. **Attorney's Fees.** If any party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, or to defend or enforce its rights pursuant to this Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated. If the matter is litigated, the party prevailing in any litigation shall also be entitled to a reasonable attorney's fee.

7.5. **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 any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof. This Agreement supersedes and replaces all prior oral and written negotiations, understandings and agreements between the parties related to the subject matter of this Agreement.

7.6. **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting

party.

7.7. **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

7.8. **No Assignment.** This Agreement shall not be pledged or assigned without the prior written consent of the non-assigning party.

7.9. **Binding Agreement.** This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

7.10. **Notices and Reports.** All notices and reports related to this Interlocal Agreement shall be delivered to the following party representatives. Any party may unilaterally change its designated representative(s) upon written notice to the other parties.

City of Orem

Attn: City Manager
56 North State Street
Orem, UT 84057
(801) 229-7035

and

Attn: Fire Chief
95 East Center Street
Orem, UT 84057
(801) 229-7062

Vineyard Town

Attn: Mayor
100 North State Street
Vineyard, UT 84042
(801) 785-5043

7.11. **Integrated Contract.** The parties acknowledge and agree that this Agreement, including the referenced attached exhibits, constitutes a complete integrated contract between the parties and is intended to be the final expression of their agreement.

7.12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may be transmitted by one party to the other by facsimile or electronic mail.

Signed and entered into this _____ day of _____,2016.

City of Orem

By: Richard F. Brunst, Jr., Mayor

ATTEST:

Donna R. Weaver, City Recorder

Approved as to proper form and compliance with applicable law:

Greg W. Stephens, City Attorney

Town of Vineyard

By: Randy Farnworth, Mayor

ATTEST:

Dan Wright, Town Clerk

Approved as to proper form and compliance with applicable law:

David L. Church, Vineyard Town Attorney

gws\vineyard.fire.ems.interlocal.2016.ag04a.wpd

05/26/16

**TOWN OF VINEYARD
ORDINANCE NO. _____**

An ordinance of the Town of Vineyard granting to Emery Telecommunications & Video, Inc. (“Franchisee”) and its affiliates a non-exclusive franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across the public rights of way of the Town of Vineyard, prescribing certain rights, duties, terms, and conditions with respect thereto and establishing an effective date.

WHEREAS, Franchisee, has requested that the Town grant it the right to install, operate, and maintain a telecommunications system within the public ways of the Town; and

WHEREAS, the Town Council has found it desirable for the welfare of the Town and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the Town Council has the authority under Article 1, Section 23 of the Constitution of the State of Utah and consistent with Article 11, Section 9 of the Constitution of the State of Utah, and the statutes of the United States and the State of Utah to grant franchises for the use of its streets and other public properties; and

WHEREAS, the Town is willing to grant the rights requested subject to certain terms and conditions, NOW, THEREFORE,

The Town Council of the Town of Vineyard, Utah do ordain as follows:

Section 1. Definitions. For the purposes of this franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- A. “Affiliate” means the entity which owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.
- B. “Town” means the Town of Vineyard, Utah.
- C. “Communication(s) Service” shall mean any telecommunications services, telecommunications capacity, or dark fiber, provided by the Franchisee using its Communication System or facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communication Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable or copper cable. Communication Service shall also

include non-switched, dedicated, and private line, high capacity fiber optic transmission services to firms, businesses, or institutions within the Town.

D. “Communication System” or “Facilities” shall mean the Franchisee’s fiber optic and/or copper cable system constructed and operated within the Town’s public ways and shall include all cables, wires, fibers, conduits, ducts, pedestals, and any associated converter, equipment, or other facilities within the Town’s public ways designed and constructed for the purpose of providing Communication Service.

E. “FCC” means the Federal Communications Commission, or any successor governmental entity hereto.

F. “Franchise” shall mean the initial authorization, or renewal thereof granted by the Town, through this ordinance or subsequently adopted ordinance, which authorizes construction and operation of the Franchisee’s Communication System and associated Facilities for the purpose of offering Communications Service.

G. “Franchisee” means Emery Telecommunications & Video, Inc., a corporation, or the lawful successor, transferee, assignee, or affiliate thereof.

H. “Person” means an individual, partnership association, joint stock company, trust, corporation, or governmental entity.

I. “Public Way” shall mean the surface of and any space above or below any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the Town in the Service Area which shall entitle the Town and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way shall also mean any easement now or hereafter held by the Town within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights of way which within their proper use and meaning, entitle the Town and the Franchisee the use thereof for the purposes of installing or transmitting the Franchisee’s Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

J. “Service Area” means the present municipal boundaries of the Town and shall include any additions thereto by annexation or other legal means.

Section 2. Authority Granted. The Town hereby grants to the Franchisee its heirs, successors, legal representatives, affiliates and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege and authority to utilize the public ways of the Town for construction and operation of the Franchisee's Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for the Franchisee's Communications System, and to provide Communications Service.

Section 3. Construction Permits Required.

A. Prior to site specific location and installation of any portion of its Communications System within a public way, the Franchisee shall apply for and obtain a construction permit pursuant to the ordinances of the Town presently existing or as amended from time to time.

B. Unless otherwise provided in said permit, the Franchisee shall give the Town at least 48 hours' notice of the Franchisee's intent to commence work in the public ways. The Franchisee shall file plans or maps with the Town showing the proposed location of its Communication Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. In no case shall any work commence within any public way without said permit except as otherwise provided in this franchise.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the public ways of the Town to the Franchisee nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. The first term of this franchise shall be for a period of Ten (10) years from the date of acceptance as set forth herein, and will continue thereafter on a year to year basis unless either party provides written notice to the other party one hundred twenty (120) days notice of its intent to renegotiate the terms and conditions of this Franchise. At the end of that term, additional terms and extensions will be negotiated upon terms and conditions deemed reasonable to both the Town and the Franchisee.

Section 6. Non-Exclusive Grant. This Franchise shall not in any manner prevent the Town from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said public ways of the Town. However, the Town shall not permit any such future Franchisee to physically interfere with the Franchisee's Communication Facilities. In the event that such physical interference or disruption occurs, the Town Engineer may assist the Franchisee and such subsequent Franchisee in resolving the dispute. Further, this franchise shall in no way prevent or prohibit the Town from using any of its public ways or affect its jurisdiction over them or any part of them, and the Town shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the Town may deem fit, including the

dedication, establishment, maintenance, and improvement of all new public ways all in compliance with this franchise.

Section 7. Maps and Records. After construction is complete, the Franchisee shall provide the Town with accurate copies of as-built plans and maps in a form and content prescribed by the Town Engineer. These plans and maps shall be provided at no cost to the Town and shall include hard copies and digital copies in a format specified by the Town Engineer.

Section 8. Work in Public Ways.

A. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property. The Franchisee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the Town or the laws of the State of Utah.

B. The Franchisee shall cooperate with the Town and all other persons with authority from the Town to occupy and use the public ways of the Town in coordinating construction activities and joint trenching projects. By March 1st of each calendar year, the Franchisee shall provide the Town with a schedule of its proposed construction activities in, around, or that may affect the public ways of the Town. The Franchisee shall also meet with the Town and other grantees, franchisees, permittees, and other users of the public ways of the Town annually or as determined by the Town to schedule and coordinate construction activities. The Town Engineer shall coordinate all construction locations, activities and schedules to minimize public inconvenience, disruption, or damage to the public ways of the Town.

C. If either the Town or the Franchisee shall at any time after the installation of the facilities plan to make excavations in an area covered by this franchise and as described in this section, the party planning such excavation shall afford the other upon receipt of written request to do so an opportunity to share such an excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their respective uses of the trench are incompatible.

D. If the Town should at any time after the installation of the facilities need the facilities moved for purposes of the Town constructing, installing, maintaining, repairing or upgrading any public infrastructure of the Town the Franchisee shall bear all cost of the removal and replacement of the facilities. Except in cases of emergencies the Town shall give the Franchisee 14 days notice of the Town's need to have the facilities moved.

Section 9. Restoration after Construction. The Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the public ways restore the surface of said public ways and any other Town-owned property that may be disturbed by the work to at least the same condition the public way or Town-owned property was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the public ways or other affected area at its sole cost and expense according to the time and terms specified in the construction permit issued by the Town in accordance with the applicable ordinances of the Town.

Section 10. Emergency Work Permit Waiver. In the event of any emergency in which any of the Franchisees' Communication Facilities located in, above, or under any public way break, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the Franchisee from the requirement of notifying the Town of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the Town by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Town Hall is open for business.

Section 11. Dangerous Conditions. Whenever construction, installation or excavation of the Communication Facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public street, utilities or Town-owned property, the Town Engineer may reasonably request the Franchisee to take action to protect the public, adjacent public places, Town-owned property, streets, utilities and public ways. Such action may include compliance within a prescribed time. In the event that the Franchisee fails or refuses to promptly take the actions directed by the Town or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the Town may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways to maintain the lateral support thereof or actions regarded as necessary safety precautions and the Franchisee shall be liable to the Town for the reasonable costs thereof.

Section 12. Non-Liability of Town for Acts of Franchisee. The City shall not at any time become liable or responsible to any person, firm, corporation, or individual for any damage, injury, including loss of life or loss by reason of the activities of Franchisee under this franchise, and Franchisee hereby indemnifies the Town and holds it harmless against all such liabilities, loss, cost, damage, or expense which may be incurred by the Town by reason of the exercise or arising out of the implementations of this franchise.

Section 13. Insurance. The Franchisee shall procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Franchisee, its agents, representatives, or employees. The Franchisee shall provide to the Town for its inspection an insurance certificate naming the Town as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise. Such insurance certificate shall evidence:

A. Comprehensive general liability insurance written on an occurrence basis, including contractual liability coverage with limits inclusive of umbrella or excess liability coverage of not less than: (1) \$2,000,000 for bodily injury or death to each person; and (2) \$3,000,000 for property damages resulting from any one accident.

B. Automobile liability for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of \$300,000 for each person and \$500,000 for each accident.

C. Workers' compensation within statutory limits.

The liability insurance policies required by this section shall be maintained by the Franchisee throughout the term of this franchise and such other period of time during which the Franchisee is operating without a franchise hereunder, or is engaged in the removal of its Communication System. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Franchisee. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer's liability. The Franchisee's insurance shall be primary insurance with respect to the Town. Any insurance maintained by the Town, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

Section 14. Abandonment and Removal of the Franchisee's Communication Facilities. Upon the expiration or termination of the rights granted under this franchise, the Franchisee shall either, at Franchisee's sole option, remove all of its Communication Facilities from the public ways of the Town within ninety (90) days or abandon the Facilities in place. Upon permanent abandonment and Franchisee's agreements to transfer ownership of the Communication Facilities to the Town, the Franchisee shall submit to the Town a proposal and instruments for transferring ownership to the Town. Any such facilities which are not permitted to be abandoned in place which are not removed within one (1) year of receipt of said notice shall automatically become the property of the Town.

Section 15. Modification. The Town and the Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be

approved by the Town by ordinance and accepted by the Franchisee consistent with this section herein.

Section 16. Forfeiture and Revocation.

A. This franchise may be terminated for failure by Franchisee to comply with the material provisions hereof and other provisions of the Town ordinances.

B. If the Town has reason to believe that the Franchisee is in violation of this franchise or other provisions of the Town ordinances, the following procedures shall be followed by the Town:

(1) The Town shall provide the Franchisee with a detailed, written notice by certified mail detailing the violation, the steps necessary to cure such violation, and the time period within which the violation must be cured. Within thirty (30) days thereafter, Franchisee shall respond demonstrating that no violation occurred, that any problem has been corrected, or with a proposal to correct the problem within a specified period of time.

(2) Franchisee may request an extension of time to cure an alleged violation if construction is suspended or delayed by the Town or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the control of the Franchisee delay progress, provided that the Franchisee has not, through its own actions or inactions, contributed to the delay.

(3) If said response is not satisfactory to the Town, the Town may declare the Franchisee to be in default with written notice by certified mail to Franchisee. Within ten (10) business days after notice to Franchisee, Franchisee may deliver to the Town a request for a hearing before the Town Council. If no such request is received, the Town may declare the franchise terminated for cause.

(4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the Town's receipt of the request therefor. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten (10) days after the hearing, the Town Council on the basis of the record will make the determination as to whether there is cause for termination and whether the franchise will be terminated. The Town Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the Town Council does not grant any additional period, the Town Council may, by resolution, declare the franchise to be terminated.

(5) If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction provided the Franchisee is otherwise in compliance with this franchise.

C. Franchisee shall not be deemed to be in default failure, violation or noncompliance with any provision of this franchise where performance was rendered impossible due to an act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war, or war preparation, or bona fide legal proceedings, beyond the control of the Franchisee.

Section 17. Town Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the Town's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public and including adopting a municipal telecommunication license tax under Utah Code 10-1-401 et seq. The Town shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of facilities by the Franchisee and the Franchisee shall promptly conform with all such regulations unless compliance would cause the Franchisee to violate other requirements of the law.

Section 18. Franchise Fee. Franchisee acknowledges that the Town currently has the authority to and has imposed an Utah Municipal Telecommunication License Tax in the maximum amount of 3.5% of the Delivered Value of taxable energy, as set out in Title 10, Chapter 1, Part 4, of the Utah Code, Franchisee hereby agrees to pay a contractual franchise fee in the amount of 3.5% of the gross receipts for telecommunication services from a transaction for telecommunication services that is located in the Town as determined for purposes of sales and use taxes under Utah Code Title 59, Chapter 12, Sales and Use Act or its successor, beginning on or after the day on which Title 10, Chapter 1, Part 4, Municipal Telecommunications License Tax Act of Utah is (A) repealed, invalidated, or the maximum allowable rate provided in Section 10-1-403 that Act is reduced; and (B) is not superseded by a law imposing a substantially equivalent tax.

Section 19. Survival. All of the provisions, conditions and requirements of this franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the Town at common law by statute or by contract. The provisions, conditions and requirements of Section 8 Work in Public Ways; 9 Restoration after Construction; 11 Dangerous Conditions; 12 Non-Liability of Town for Acts of Franchisee; 13 Insurance; 14 Abandonment and Removal of the Franchisee's Communication Facilities; shall survive the expiration or termination of this franchise and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its Communication Facilities from the public ways, transfers ownership of said facilities to a third party, or abandons said system in place as provided herein. All of the provisions, conditions, regulations and requirements contained in this franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of the Franchisee and all privileges as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 20. Severability. If any section, sentence, clause or phrase of this franchise shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise.

Section 21. Assignment. This Agreement may not be assigned or transferred without prior written notice to the Town except that the Franchisee may freely assign this franchise without notice in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral.

Franchisee may, without the prior written notice to the Town: (1) lease the facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in the facilities or any portion thereof to another; or (3) offer to provide capacity or band width in its facilities to another, provided that Franchisee at all times retains exclusive control over such facilities and remains responsible for locating, servicing, repairing, relocating, or removing its facilities pursuant to the terms and conditions of this franchise.

Section 22. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

Town:
Vineyard Town
240 East Gammon Road
Vineyard Utah 84058
Atten: Mayor Farnworth

Franchisee:

Emery Telecommunications & Video, Inc.
Atten: Brock Johansen
445 East SR29
Orangeville, UT 84537

Notice shall be deemed given upon receipt in the case of personal delivery three (3) days after deposit in the U.S. mail in the case of regular mail, or next day in the case of overnight delivery.

Section 23. Entire Franchise. This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this franchise. Provided further that the Town and the Franchisee reserve all rights they may have under the law to the maximum extent possible and neither the Town nor the

Franchisee shall be deemed to have waived any rights they may have or may acquire in the future by entering into this franchise.

Section 24. Attorney's Fees. If any suit or other action is instituted in connection with any controversy arising under this franchise, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorney's fees.

Section 25. Governing Law/Venue. This franchise shall be governed by and construed in accordance with the laws of the State of Utah. The venue and jurisdiction over any dispute related to this franchise shall be with the Utah State Court in the county in which the Town is located, or with respect to any federal question, with the United States District Court for the District of Utah in Salt Lake Town.

Section 26. Acceptance. Within sixty (60) days after the passage and approval of this ordinance, this franchise shall be accepted by the Franchisee by its filing with the Town Clerk an unconditional written acceptance thereof. Failure of the Franchisee to so accept this franchise within said period of time shall be deemed a rejection thereof and the rights and privileges herein granted shall after the expiration of the sixty (60) day period, absolutely cease unless the time period is extended by ordinance duly passed for that purpose.

Section 27. Effective Date. This ordinance, shall take effect after the passage and posting of an approved summary thereof consisting of the title.

PASSED AND APPROVED this ____ day of _____, 2016.

TOWN OF VINEYARD

By _____
Mayor

ATTEST:

Town Clerk
(SEAL)