



**NOTICE OF A VINEYARD  
CITY COUNCIL MEETING  
October 13, 2021 at 6:00 PM**

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PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, October 13, 2021 at 6:00 p.m. at City Hall, 125 South Main Street, Vineyard, Utah. The meeting can also be viewed on our [live stream page](#).

**AGENDA**

**Presiding Mayor Julie Fullmer**

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

**WORK SESSION**

- 2. UDOT Betterments for the Vineyard Connector**

Staff and Council will discuss possible and desired betterments for the Vineyard Connector expansion.

**REGULAR SESSION**

- 3. PUBLIC COMMENTS**

*(15 minutes)*

**“Public Comments”** is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to 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.

*Public comments can be submitted ahead of time to [pams@vineyardutah.org](mailto:pams@vineyardutah.org).*

- 4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS**

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

*(3 minutes each)*

**5.1** Interim City Manager George Reid

**5.2** Planning Commission Chair Bryce Brady

**5.3** Heritage Commission Chair Tim Blackburn – Quarterly Report

## 6. CONSENT ITEMS

6.1 Approval of the September 22, 2021 City Council Meeting Minutes

6.2 Approval of local consent for a DABC Limited-Service Restaurant Liquor License for Umami LLC

## 7. APPOINTMENTS

7.1 Vineyard Youth Council Executive Committee .....7

With the advice and consent of the City Council, Mayor Julie Fullmer will appoint members of the Vineyard Youth Council to the Executive Committee.

## 8. DISCUSSION/PRESENTATIONS

8.1 No items were submitted.

## 9. BUSINESS ITEMS

9.1 PUBLIC HEARING – Zoning Text Amendments (Ordinance 2021-14)

*(This item **may** be postponed to the next City Council meeting scheduled to be held on October 27, 2021)*

Briam Amaya Perez will present an application from Jason Boal, with Snell and Wilmer Law Firm, for a zoning text amendment regarding Section 15.14.2.08 Development Standards, to increase the permitted number of residential units and density located within the regional mixed use zoning district. They mayor and City Council will act to adopt (or deny) this request by ordinance.

9.2 DISCUSSION AND ACTION – Franchise Agreement with Questar Gas Company DBA Dominion Energy Utah (Ordinance 2021-13)

*(15 minutes)*

City Attorney Jaymie Blakesley will present a franchise agreement between Vineyard and Questar Gas Company DBA Dominion Energy Utah. They mayor and City Council will act to adopt (or deny) this request by ordinance.

9.3 DISCUSSION AND ACTION – Approval of PTIF Management Authorization (Resolution 2021-20)

*(15 minutes)*

Finance Director David Mortensen is requesting that authority to manage the City's PTIF accounts be given to him and Treasurer Bayley Deason. The mayor and City Council will act to approve or (deny) this request by resolution.

9.4 DISCUSSION AND ACTION – Land Donation – 1600 North (Resolution 2021-21)

*(15 minutes)*

City Engineer Naseem Ghandour will present a land donation from Geneva Properties (Anderson Geneva) to the city for trail completion along 1600 North. The mayor and City Council will act to approve or (deny) this request by resolution.

9.5 DISCUSSION AND ACTION – Plat Amendment for the Meadows Final Plat 10

*(15 minutes)*

City Planner Briam Amaya Perez will present a plat amendment for a boundary line adjustment between landowners Markus and Schramm. The mayor and City Council will take appropriate action.

**9.6 DISCUSSION AND ACTION – Interlocal Agreement with UDOT for Vineyard Connector & Main Street Traffic Signal (Resolution 2021-22)**

(15 minutes)

City Engineer Naseem Ghandour will present a request for approval of an interlocal agreement between Vineyard and the Utah Department of Transportation for the installation of a streetlight at the intersection of the Vineyard Connector and Main Street. The mayor and City Council will act to approve or (deny) this request by resolution.

**10. CLOSED SESSION**

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

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

**11. ADJOURNMENT**

The next regularly scheduled meeting is October 27, 2021.

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

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

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

**AGENDA NOTICING COMPLETED ON:** October 12, 2021

**CERTIFIED (NOTICED) BY:** /s/ Pamela Spencer  
PAMELA SPENCER, CITY RECORDER

**MINUTES OF A VINEYARD  
CITY COUNCIL MEETING**

City Council Chambers  
125 South Main Street, Vineyard, Utah  
September 22, 2021 at 6:00 PM

**Present**

**Absent**

Mayor Julie Fullmer  
Councilmember John Earnest  
Councilmember Tyce Flake  
Councilmember Chris Judd  
Councilmember Cristy Welsh (joined electronically for the Closed Session at 7:04 PM)

**Staff Present:** City Manager Jacob McHargue, City Attorney Jayme Blakesley, City Engineer Naseem Ghandour, Assistant Public Works Director Chris Wilson, Sergeant Holden Rockwell with the Utah County Sheriff's Office, City Planner Briam Amaya Perez, Planning Technician Cache Hancey, Building Official George Reid, Finance Director David Mortensen, Finance Intern Heather Shurtliff, Water Manager Sullivan Love, Streets Manager Chris Thomas, Streets Technician Josh DeGering, Wastewater Manager Eric Christensen, Wastewater Operator Dalton Thomas, Utility Billing Clerk Shantell Giles, Deputy Recorder Kelly Kloepper, Planning Commission Chair Bryce Brady

**Others speaking:** Chief Marc Sanderson, Deputy Chief Jason Earl, and Assistant Chief Lon Myers with the Orem Fire Department; Youth Council Beautification Chair Alexa Dadson, and Resident Hailey Brady

**REGULAR SESSION**

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

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

**6:01 WORK SESSION**

**2.  DISCUSSION – Future Fire Station**

The mayor, City Council, and staff will discussion options for a future fire station in Vineyard.

Mayor Fullmer turned the time over to City Manager Jacob McHargue.

 Mr. McHargue highlighted Finance Intern Heather Shurtliff's contributions to the fire station analysis and presented maps of the possible fire station locations and response times. He felt that that it was a close call but that it would be better to choose the north location which would be at approximately Mill Road and 1200 North. Councilmember Earnest agreed.

Chief Sanderson said the decision depended on whether or not Vineyard would have its own fire department. If Vineyard were to staff its own fire department, Orem Fire Department's recommendation would be that Vineyard build the south station first since that was where the service area was, and then the north station. In the short term and if Vineyard stayed with Orem Fire Department, it made sense to build the north station. The discussion continued.

### **3. PUBLIC COMMENTS**

Mayor Fullmer called for public comments.

Resident Hailey Brady, living in The Elms subdivision, commented on the city landscaping on Main Street south of Center Street, that there were dying trees, Russian olives, weeds, etc. She used the Report a Concern feature on the website in 2019 and was told the developer was responsible and asked for an update.

Public Works and Code Enforcement were both working with the developer to resolve the concerns.

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

 Councilmember Flake reported that he attended the Utah Lake Commission meeting last week. The Day of Service recently held on September 11 had five cleanup projects in Vineyard along the lakeshore. He gave an update on the phragmites. There was a bill to change the Utah Lake Commission to a state commission. Vineyard had presented its master plan for the lake to the commission, and it was well received.

 Councilmember Earnest stated that on Saturday, September 25 the Vineyard Youth Council was holding a babysitter training at 4:00 PM at the City Council Chambers.

 Mayor Fullmer announced that next week at the Annual Convention for the Utah League of Cities and Towns (ULCT) she would be interviewing for the position of second vice chair to give Vineyard a greater seat at the table. She added that a few council members would also be speaking on panels at the convention.

 Deputy Recorder Kelly Kloepper reminded everyone to make sure they were registered to vote and to check the Vineyard website for candidate profiles and other information about the upcoming election. Mr. McHargue added that the Meet the Candidates Night would be held at Trailside Elementary on Monday, September 27 at 6:30 PM.

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

**5.1**  City Manager Jacob McHargue – Mr. McHargue reported on the Public Safety Facebook Live event held earlier that day, and mentioned that this week was Staff Appreciation Week. He also reported that he and Mayor Fullmer had met with CRSA regarding the rail spur removal. The project was moving forward.

**5.2** Planning Commission Chair Bryce Brady – Chair Brady had no new items to report.

**5.3**  Orem Fire Chief Marc Sanderson, Deputy Chief Jason Earl, and Assistant Fire Chief Lon Myers – Chief Sanderson and his team gave the Quarterly Report. Deputy Chief Earl oversaw all calls for service that were fire related, and Assistant Fire Chief

Myers oversaw all Emergency Medical Services (EMS) calls. Chief Sanderson said that they would provide monthly reports to the city.

## 6. **CONSENT ITEMS**

### 6.1 Approval of the September 8, 2021 City Council Meeting Minutes

**Motion:** COUNCILMEMBER EARNEST MOVED TO APPROVE CONSENT ITEM 6.1. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

## 7. **MAYOR'S APPOINTMENTS**

### 7.1 No items were submitted.

## 8. **DISCUSSION/PRESENTATIONS/PROCLAMATIONS**

### **Monarch Proclamation**

Mayor Fullmer will proclaim Vineyard as a Monarch City.

Mayor Fullmer invited Youth Council Beautification Chair Alexa Dadson to give a report. Miss Dadson reported that one project she was excited to work on was a community pollinator garden. She explained that the garden would include a lot of plants, beehives and beehouses to encourage pollination, and would be for the butterflies as well.

Mayor Fullmer thanked Miss Dadson and announced that there would be a butterfly release in mid-October.

 Mayor Fullmer read the proclamation.

## 9. **BUSINESS ITEMS**

### 9.1 **DISCUSSION AND ACTION – Service Recognition Resolution 2021-18**

The mayor and city council will discuss a resolution recognizing the years of service for outgoing city manager Jacob McHargue. They will take appropriate action.

Mayor Fullmer explained that City Manager Jacob McHargue would be moving on to another opportunity as of October 1, 2021. She asked Councilmember Judd to read the resolution.

Councilmember Judd read the resolution.

Mayor Fullmer thanked Mr. McHargue and invited him to offer comments.

Mr. McHargue said it had been a pleasure and was grateful that he had been given a chance to serve in the positions over the years. He added that leaving the city was hard but that he was leaving it in good hands and with people who cared.

Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER JUDD MOVED TO PASS RESOLUTION 2021-18. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

149 **9.2  DISCUSSION AND ACTION – Interim City Manager Resolution 2021-19**

150 The mayor and City Council will discuss appointing an interim City Manager. They will  
151 take appropriate action.

152  
153 Because the city manager position was being vacated, the city council was recommending that  
154 Building Official George Reid step into position of interim city manager. Mayor Fullmer  
155 expressed her gratitude to Mr. Reid for accepting the position.

156  
157 Mayor Fullmer called for a motion.

158  
159 ** Motion:** COUNCILMEMBER EARNEST MOVED TO APPOINT GEORGE REID TO  
160 INTERIM CITY MANAGER AT A SALARY OF \$108,000 ANNUALLY AND TO PASS  
161 RESOLUTION 2021-19. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL  
162 CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST,  
163 FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE  
164 MOTION CARRIED WITH ONE ABSENT.

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166 **10.  CLOSED SESSION**

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168 **Motion:** COUNCILMEMBER JUDD MOVED AT 6:55 PM TO END THIS MEETING AND  
169 IMMEDIATELY GO INTO A CLOSED SESSION FOR A DISCUSSION OF THE  
170 CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH  
171 OF AN INDIVIDUAL, TODAY THE 22<sup>ND</sup> OF SEPTEMBER, IN THE VINEYARD CITY  
172 COUNCIL CHAMBERS. COUNCILMEMBER EARNEST SECONDED THE MOTION.  
173 MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE.  
174 COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE  
175 ABSENT.

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178 **11.  ADJOURNMENT**

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180 Mayor Fullmer called for a motion to adjourn the meeting.

181  
182 ** Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 6:55  
183 PM. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER,  
184 COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER  
185 WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

186  
187 **Motion:** COUNCILMEMBER JUDD MOVED TO ADJOURN THE CLOSED SESSION AT  
188 9:07 PM. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER,  
189 COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE  
190 MOTION CARRIED UNANIMOUSLY.

191  
192  
193  
194 **MINUTES APPROVED ON:** \_\_\_\_\_

195  
196 **CERTIFIED CORRECT BY:** \_\_\_\_\_  
197 KELLY KLOEPFER, DEPUTY RECORDER



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** October 13, 2021

**Agenda Item:** 6.2 DABC Limited-Service Restaurant Liquor License for Umami LLC

**Department:** Business Licensing

**Presenter:** Kelly Kloepper, Business License Administrator

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**Background/Discussion:**

Umami LLC owner Steven Swallow has applied for a DABC Limited-Service Restaurant Liquor License, and a Vineyard Class B Liquor License for Restaurants for his establishment which has been a licensed Vineyard business at 568 N Mill Rd Suite 107 since December 19, 2018. The Utah Department of Alcoholic Beverage Control (DABC) requires written consent from the municipality as part of the DABC License application. He is complying with all city licensing requirements.

**Fiscal Impact:**

The expected fiscal impact would be increased commercial activity and resulting sales tax revenue for the city.

**Recommendation:**

The City Recorder's office recommends granting Local Consent to the DABC for the applicant to receive the DABC Limited-Service Restaurant Liquor License.

**Sample Motion:**

I move to grant Local Consent for Umami LLC to be issued a DABC Limited-Service Restaurant Liquor License, as presented.

**Attachments:**

Umami LLC - Vineyard Alcohol License Application



**VINEYARD**  
STAY CONNECTED

## Alcohol License and Local Consent Application

125 S Main Street  
Vineyard, UT 84059

801-226-1929

[www.vineyardutah.org](http://www.vineyardutah.org)

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

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

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### Bond amounts for each type of alcohol license

- ☒ Classes A-D Beer ..... \$5,000
- ☐ Class E Beer, or Classes A-B Liquor ..... \$10,000
- ☐ Class C Temporary Liquor License ..... \$1,000

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### Steps to obtaining a Vineyard Alcohol License

1. Submit to Vineyard City:
    - a. Commercial Business License Application with appropriate business license fee and required documents, and
    - b. Alcohol License and Local Consent Application, including the following:
      - ☒ Government-issued photo ID of each applicant (general manager/owners/corporate officers)
      - ☒ Original copy of Utah B.C.I. Background Check, dated within the last 90 days (Utah resident), or equivalent report from applicant's home state if not a Utah resident, for each applicant (general manager/owners/corporate officers)
      - ☒ Alcohol License fee
      - ☒ Proof of Bond
  2. Once the business applies for the Vineyard Alcohol License and Local Consent, the City Recorder will put the application on the next City Council Agenda for the City Council to review. If the City Council gives Local Consent, the applicant will receive a Local Consent document from the city.
  3. After receiving Local Consent, apply for a Utah Department of Alcoholic Beverage Control (DABC) Alcohol License. You may contact them at 801-977-6800 with any questions.
  4. After the Utah DABC Alcohol License is issued, provide a copy of it to the Vineyard City business licensing official.
  5. Once that and all other requirements are met, the City will issue the Vineyard Alcohol License.
-

## Business Information

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

Business name: Umami Japanese Barbeque Local Business Phone: 385-329-0488

Address of proposed licensed premises: 568 N Mill Rd suite 107 Vineyard UT 84059

State Sales Tax No.: 14527074-003-STC Federal ID #/FEIN: 82-3967956

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

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

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

☐ Other: \_\_\_\_\_

## Applicant Information

### Sole Proprietor and 1<sup>st</sup> Applicant if Partnership

Applicant: Steven Swallow Owner  
Name Title  
43 So. Sterling Way Vineyard UT 84059  
Home Address City State ZIP  
167197762 UT  
Government ID/Driver License # State

### Partnership

2nd Applicant: NA  
Name Title  
\_\_\_\_\_  
Home Address City State ZIP  
\_\_\_\_\_  
Government ID/Driver License # State

### Corporation

Corporate Name: \_\_\_\_\_  
Corporate Address and Phone: \_\_\_\_\_  
Corporate Officers:  
President: \_\_\_\_\_  
Name Title  
\_\_\_\_\_  
Home Address City State ZIP  
\_\_\_\_\_  
Government ID/Driver License # State

Vice-President: \_\_\_\_\_  
Name Title  
\_\_\_\_\_  
Home Address City State ZIP  
\_\_\_\_\_  
Government ID/Driver License # State

CEO: \_\_\_\_\_  
Name Title  
\_\_\_\_\_  
Home Address City State ZIP  
\_\_\_\_\_  
Government ID/Driver License # State

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

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

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

Steven Swallow  
Applicant's Printed Name

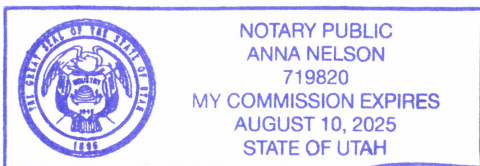
member  
Title

[Signature]  
Applicant's Signature

State of Utah  
County of Utah

On the 8 day of October, 2021, personally appeared before me Anna Nelson

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



[Signature]  
Notary Public

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

## **Vineyard Youth Council Executive Committee**

**Youth Mayor:** Holland Welch

**Youth City Manager:** Janelle Dadson

**Youth Recorder:** Harrison Welch

**Activities Chair:** Ashlyn May

**Beautification Chair:** Alexa Dadson

**Meetings and Election Chair:** Sean Gudmundson

**Service Chair:** Natalie Welsh



# Community Development

**DATE:** October 13, 2021  
**FROM:** Briam Amaya Perez, Planner II  
**TO:** City Council  
**ITEM:** 9.1 Zoning Text Amendment to the Regional Mixed-use (RMU) Zoning District  
**PERMIT:** PLAN21-259  
**APPLICANT(S):** Snell and Wilmer, acting on behalf of Fifty Mill LLC

## INTRODUCTION:

On October 6, 2021, the Vineyard City Planning Commission held a public hearing regarding a Zoning Text Amendment (ZTA) to the Regional Mixed-use (RMU) Zoning District. The text amendment proposed to add a provision to the RMU section of the Special Purpose Zoning Districts Code that would allow a modification to the base standards of the RMU District through a development agreement (DA) with the City. A DA is a contract between an Applicant or owner and the Council pursuant to the provisions in this Ordinance (Vineyard City Zoning Code §15.60 'Definitions'). The applicant, *Snell and Wilmer*, proposed that "The maximum residential density [within the RMU District only] may be increased up to 85 units per acre and the number of residential units increased up to 2,350, through a development agreement as provided for in Chapter §15.16 of this title." Currently, the code allows for 26 units per acre and a maximum of 2,009 residential units within the RMU District. This amendment is being requested to facilitate a mixed-use multifamily project at The Yard Plat B within the RMU District. The granting of this code amendment would be the first step towards negotiating the specifics of a project that fulfills an identified social and economic need within the city.

The applicant believes the proposed amendment would allow for a "more flexible approach" in the development of the RMU District. After all, a DA is "a method of providing the City with additional control and flexibility in the approval of development projects by tailoring development standards and requirements to the unique features of a particular development site" (See Vineyard Zoning Code §15.16.010).

After hearing a Staff presentation and reviewing the application materials, The Planning Commission expressed a few concerns regarding the application. The Commission wanted to know if the applicant's DA application would ever bypass public input. In other words, would a DA require a public hearing? The Planning Commission believed it was crucial that residents of the community be allowed to voice their opinions regarding all development projects in the City. The applicant and City staff informed the Commission that all DA applications require a 10-day public noticing before they are reviewed in a regular Planning Commission meeting, and that the details of the agreement would be posted in various public sources along with all applications. The Commission also wanted to have the assurance that Jayme Blakesley, the City Attorney, would be allowed to review the details of the DA prior to the City Council meeting where the DA application would be reviewed, and be allowed to recommend changes to the document. In addition, the Commission wanted to be sure that the City Attorney could answer all legal questions that were brought up in the Planning Commission meeting including:

1. Does the City opening itself to litigation, if it desires to make changes to the ZTA or the DA post approval by the City Council?
2. If the City approved the ZTA, as written by the applicant, what would happen if the City chose to deny any future development applications pertaining to this project submitted by the applicant?
3. Would approval of the ZTA application by the City Council set a precedent for other development projects wishing to increase residential density in other zoning districts? In other words, would the City be in legal jeopardy if it does not allow a similar process to occur in other zoning districts?
4. What changes, if any, is the City allowed to make to the DA once it has been approved by the City Council, and what legal processes would allow these changes to be made?

In addition, the Commission inquired about the public service costs compared to public benefits of permitting additional multi-family residential units and additional density? Staff committed to provide additional information regarding this matter. Staff had also reviewed the Vineyard City General Plan and believed the land use map is consistent with the text amendment. Finally, the following general plan policies appear to provide support for the applicant's proposal:

1. RMU District planned for over 2,000 housing units (pg. 66).
2. Encourage compact, dense, mixed-use, and pedestrian oriented development (pg. 37).
3. Encourage development that...supports alternative modes of transportation like biking (pg. 37).
4. Efficient parking solutions for existing and future developments (pg. 35).
5. Encourage mixed-use projects...within pedestrian-oriented development (pg. 82).

After receiving a confirmation from City Staff and the applicant that all concerns would be addressed and that the Commission could add their determination as a condition of approval to the ZTA application, the Planning Commission decided they could recommend approval of the application to the City Council. Their condition of approval reads as follows:

1. The Vineyard City Attorney answer all legal questions that were brought up during the Planning Commission meeting (stated above) prior to the City Council meeting where the ZTA application would be reviewed.

#### **RECOMMENDATION:**

Staff and Planning Commission are recommending approval of the proposed zoning text amendment provided the listed condition is met.

#### **PROPOSED MOTION:**

I move to recommend approval of the proposed zoning text amendment provided the listed condition is met.

#### **ATTACHMENTS:**

ORD. 2021-14

Project Narrative/Scope

Redlined proposal of Special Purpose Zoning District code section 15.14.2.08

# Snell & Wilmer

15 WEST SOUTH TEMPLE  
SUITE 1200  
GATEWAY TOWER WEST  
SALT LAKE CITY, UT 84101  
801.257.1900 P  
801.257.1800 F

**Craig T Jenson**  
**(801) 257-1881**  
**cjenson@swlaw.com**

September 13, 2021

Mayor Julie Fullmer  
Vineyard City  
125 S Main Street  
Vineyard, UT 84059

Re: Vineyard City Zoning Code Amendment

Dear Honorable Mayor

On behalf of the Fifty Mill LLC, the owners of Parcel Nos. 56:037:0003 and 56:042:0009, we are making an application for an amendment to the Vineyard City Zoning Code. This request is made pursuant to Vineyard City's Zoning Code § 15-10-6, as adopted.

We are seeking to add a provision to the Vineyard City Code that would allow a modification to the base standards of the Regional Mixed Use District through a Development Agreement with the City. This amendment is being requested in order to facilitate a higher density multifamily project. The granting of this code amendment is the first step towards negotiating the specifics of a project that fulfills an identified need of the City.

As required in Vineyard City Code §15-10-070, we have included a redlined version of Code §15-14-2-08. Our proposal is to simply add a provision to the existing code that would allow a property owner to exceed the maximum residential density and unit standards for the Regional Mixed Use District. Exceeding the established standards could only be accomplished through a Development Agreement. It should also be noted that we have included a revised maximum, as opposed to allowing the request to be for an unlimited amount.

The purpose statement of the RMU District can be found in Vineyard City Code §15-14-2-02:

*The purpose of the Regional Mixed Use District (RMU) is to promote the goals of the General Plan in areas of the Town that are designated by the General Plan for a combination of land uses in a mixed use development pattern either horizontal or vertical design. This zoning designation recognizes that adherence to a traditional pattern of development standards would preclude the application of a more flexible approach. Commercial, employment, and residential uses are encouraged to be provided with*

Mayor Julie Fullmer  
September 9, 2021  
Page 2

*intensities and densities that promote a mix of day and nighttime activities. Developments within this district shall be compatible with surrounding existing and planned land uses.*

We think the inclusion of our proposed amendment would allow for a “more flexible approach” in the development of the RMU District. After all, a Development Agreement is “a method of providing the City with additional control and flexibility in the approval of development projects by tailoring development standards and requirements to the unique features of a particular development site”. *See* City Code §15-16-010.

We ask for the opportunity to present our proposed Code amendment to the Planning Commission for their recommendation and ultimately the City Council. We are pleased to have for the opportunity to work with the City through this Code amendment request.

If you have any questions or concerns, please feel free to reach out to us.

Respectfully submitted,

CC    Fifty Mill LLC  
      Jayme Blakesly, Esq.  
      Jacob McHargue

Enclosures:  
Redlined proposal of code section 15.14.2.08

#### **15.14.2.08 Development Standards**

Except as identified below all development standards shall be established within the approval process including residential density, lot sizes, building setbacks, required yards, etc.

1. **Project Characteristics.** All projects within the RMU district shall have the following characteristics:
  1. Multiple buildings which may accommodate one or more uses;
  2. Buildings on the site connected by internal streets and drives, and pedestrian connections and pathways; and,
  3. At least one major private or public space, such as a plaza, park, town square, or other gathering space.
2. **Minimum Acreage.** The minimum acreage required for a Development Plan shall be ten (10) acres; provided, however, that a parcel of less than ten (10) acres may be approved, subject to compliance with all provisions of this ordinance and approval by the Town Council.
3. **Residential**
  1. The maximum residential density for any project is twenty-six (26) units per acre. The maximum number of residential units shall not exceed 2,009.
  - ~~2.~~ A maximum of thirty (30) percent of the RMU district may be used for standalone residential uses. Residential uses above the first floor are excluded from this requirement.
  - ~~2.~~ 3. The maximum residential density may be increased up to 85 units per acre and the number of residential units increased up to 2,350, through a Development Agreement as provided for in Chapter 15.16 of this title.

**VINEYARD  
ORDINANCE 2021-14**

**AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE  
VINEYARD SPECIAL PURPOSE DISTRICT CODE SECTION 15.14.2.08(3)  
'DEVELOPMENT STANDARDS'; PROVIDING A REPEALER CLAUSE;  
PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A  
PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Planning Commission held a public hearing on October 06, 2021, and after fully considering public comment and staff recommendations recommended approval to the Vineyard City Council; and

**WHEREAS**, the Vineyard City Council, having reviewed the proposed text amendments, held a public hearing on October 13, 2021; and

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

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

**SECTION 1:**        **AMENDMENT** “2.08 Development Standards” of the Vineyard Special Purpose Zoning Districts is hereby *amended* as follows:

**A M E N D M E N T**

**2.08 Development Standards**

Except as identified below all development standards shall be established within the approval process including residential density, lot sizes, building setbacks, required yards, etc.

- 1. Project Characteristics.** All projects within the RMU district shall have the following characteristics:

- a. Multiple buildings which may accommodate one or more uses;
  - b. Buildings on the site connected by internal streets and drives, and pedestrian connections and pathways; and,
  - c. At least one major private or public space, such as a plaza, park, town square, or other gathering space.
- 2. **Minimum Acreage.** The minimum acreage required for a Development Plan shall be ten (10) acres; provided, however, that a parcel of less than ten (10) acres may be approved, subject to compliance with all provisions of this ordinance and approval by the Town Council.
- 3. **Residential**
  - a. The maximum residential density for any project is twenty-six (26) units per acre. The maximum number of residential units shall not exceed 2,009.
  - b. A maximum of thirty (30) percent of the RMU district may be used for standalone residential uses. Residential uses above the first floor are excluded from this requirement.
  - c. The maximum residential density may be increased up to 85 units per acre and the number of residential units increased up to 2,350 through a Development Agreement as provided for in Section 15.16 of this title.
- 4. **Non-Residential.** There is no limit on the intensity of non-residential units as long as each development complies with the development standards of the approved development plan and the requirements herein.
- 5. **Building Height** - Building height standards are provided for in Section 15.12.060-Dimensional Standards Table
- 6. **Setbacks**
  - a. All setbacks shall be determined as part of the development plan except as follows:
    - i. Arterial – 25 feet
    - ii. Collector – 20 feet
    - iii. Local – 15 feet
  - b. These areas shall be landscaped in accordance with VSP 2.12.
- 7. **Compatibility Requirements**
  - a. Development shall be compatible with, and preserve the character and integrity of adjacent land uses, the development shall include improvements or modifications either on-site or within the public rights-of-way to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances, or other similar adverse effects to adjacent land uses. These improvements or modifications may include, but shall not be limited to, the placement or orientation of buildings and entryways, parking areas, buffer yards, alteration of building mass, and the addition of landscaping, walls, or both, to ameliorate such impacts.
- 8. **Separation Between Industrial Uses.** There shall be an appropriate separation between existing or planned industrial uses and planned residential uses to provide adequate safety and to avoid concerns with noise, odors, views, and other reasonable concerns as determined by the Town Council at the time of Development Plan approval.

## 9. Mixed Use Requirements

- a. Mixed use development is a development in which land uses are mixed on-site or are mixed in combination with existing or planned adjacent land uses; the combination of land uses shall promote easy access by pedestrians.

Development within the RMU District shall comply with the following standards:

- i. Each development shall be designed in such a way that it is well integrated within adjacent land uses. Integrated means that uses are within a comfortable walking distance (1/4 mile) and are connected to each other with direct, convenient, and attractive pedestrian pathways; or the proposal contains a superior way to achieve the above criteria as approved by the Town Council.
- ii. Projects shall develop a comprehensive open space network that uses plazas and other open space elements to connect uses. Open space areas and the paths that link them shall facilitate the integration of adjacent land uses on the site.
- iii. Each development shall provide an on-site system of pedestrian walkways and/or public sidewalks throughout the RMU district. Connections shall be made to provide direct pedestrian and bicycle travel from within the development to adjacent uses and/or sites, transit stops, perimeter sidewalks, major destinations, etc. In order to provide efficient pedestrian connections to adjacent destinations, the Town may require additional sidewalks, walkways, or bike paths not associated with a street, or the extension of a sidewalk from the end of a cul-de-sac to another street or walkway. Specifically, onsite pedestrian connections shall be provided to and between the following points:
  - (1) The primary entrance or entrances to each building;
  - (2) Existing or planned transit stops, stations, and park-n-ride locations, etc;
  - (3) Trail systems, where determined appropriate either by the Town based on the Master Trails Plan;
  - (4) On-site amenities; and
  - (5) Adjacent development.

## 10. Open Space. All projects shall provide open space within the development as follows:

- a. At least one major private or public space, such as a plaza, park, town square, or other gathering space. These spaces should also be designed and located for substantial use. The gathering space should include a significant public amenity, such as water features and/or public art.
- b. A private outdoor living space shall be provided adjoin each dwelling unit equal to a minimum of five (5) percent of the floor area of the dwelling unit. An alternative to this requirement may be approved by the Town Council upon finding that the need is met through an alternative means.
- c. A minimum of fifteen (15) percent of the site area of the residential development shall be set aside as recreation amenities. The minimum size of a

recreational amenity area shall be 5,000 square feet with one area being at least 10,000 square feet in size. Such areas shall be uses for tot lots, play fields, armadas, gardens, and other similar areas as approved by the Town Council at time of Development Plan approval.

- d. A minimum of ten (10) percent of the site area of the non-residential development shall be set aside for open space. Such areas shall be used for plaza areas, outdoor seating areas, or other similar areas as approved by the Town Planner. The minimum size of an open space areas shall be 2,000 square feet.
- e. All open space areas shall be owned and maintained by a property owners association or landowner. Areas greater than 5 acres in size may be dedicated to the Town upon approval of the Town Council.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

\_\_\_\_\_.

|                     | <b>AYE</b> | <b>NAY</b> | <b>ABSENT</b> | <b>ABSTAIN</b> |
|---------------------|------------|------------|---------------|----------------|
| Mayor Julie Fullmer | _____      | _____      | _____         | _____          |
| John Earnest        | _____      | _____      | _____         | _____          |
| Tyce Flake          | _____      | _____      | _____         | _____          |
| Chris Judd          | _____      | _____      | _____         | _____          |
| Cristy Welsh        | _____      | _____      | _____         | _____          |

Presiding Officer

Attest

\_\_\_\_\_  
Julie Fullmer, Mayor, Vineyard

\_\_\_\_\_  
Pamela Spencer, City Recorder  
Vineyard

## ORDINANCE NO. 2021-13

AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN VINEYARD CITY, UTAH COUNTY, STATE OF UTAH.

Questar Gas Company dba Dominion Energy Utah, a Utah corporation, (Dominion Energy) desires to construct, maintain, and operate a gas distribution system within the City of Vineyard (City); and

The City Council has determined that it is in the best interest of the citizens of the City to grant a franchise to Dominion Energy to use the roads and streets within the City for such purpose;

NOW, THEREFORE, the City Council ordains as follows:

1. **Grant of Franchise.** The City grants to Dominion Energy a nonexclusive franchise (Franchise) to construct, maintain, and operate in the present and future roads, streets, alleys, highways, and other public rights-of-way within City limits, including any property annexed or otherwise acquired by the City after the effective date of this Franchise, (collectively, Streets) a distribution system for furnishing natural gas to the City and its inhabitants for heating and other purposes. Dominion Energy shall have the right to erect, construct, equip, and maintain along, over, and under the Streets a system of mains, pipes, laterals, and related equipment (Facilities) as are reasonably necessary for supplying natural gas service in accordance with this Franchise.

2. **Consideration.** In consideration of this Franchise, Dominion Energy shall pay to City the sum of \$50.00 upon acceptance of this Franchise and shall provide gas service in accordance with the terms of this Franchise.

3. **Term.** This Franchise is granted for an initial term of thirty (30) years. At the expiration of the initial term, the Franchise shall continue in effect upon the same terms and

conditions for up to two additional terms (each of which is a renewal period) of fifteen (15) years each. The City may terminate the Franchise at the end of the initial term, or at the end of any renewal period, by giving Dominion Energy written notice of the City's intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period.

4. **Acceptance.** Within sixty (60) days after the passage of this ordinance, Dominion Energy shall file with the City an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise.

5. **Construction and Maintenance of Facilities.** All Facilities shall be constructed and installed so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All Facilities shall be constructed in accordance with established gas distribution construction practices and in a manner which protects the Facilities from all traffic loads. Without unreasonable additional cost to Dominion Energy, all Facilities that are installed during the term of the Franchise shall be sited to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the City limits.

Dominion Energy shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping, or other improvements, public or private, that it damages in the Franchise operations.

6. **Compliance with Ordinances--Conflict.** Dominion Energy shall comply with all City ordinances, regulations, and requirements and shall pay all applicable excavation fees and charges that are or may be prescribed by the City with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances,

regulations, requirements, or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule, or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Dominion Energy, including this Franchise and any lawful revisions made and accepted by Dominion Energy during the term of the Franchise.

The City shall have the right to inspect the construction and maintenance of the Facilities to ensure the proper compliance with applicable City ordinances, regulations, and requirements. In the event Dominion Energy should fail to comply with the terms of any City ordinance, regulation, or requirement, the City shall give Dominion Energy written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no time frame provided by the applicable ordinance, regulation, or requirement. Excluding any correction, modification, or change to the Facilities, and after written notice and failure of Dominion Energy to make correction, the City may, at its sole risk, make such correction itself and charge the cost to Dominion Energy including any minimum cost provided by ordinance. The City shall not make, nor request or allow any party other than Dominion Energy to make changes, corrections, or modifications of any kind to Dominion Energy's Facilities. Nothing in this Franchise limits Dominion Energy's right to oppose any ordinance, whether existing, proposed, or adopted, from and after the effective date of this Franchise.

7. **Information Exchange.** Upon request by either the City or Dominion Energy, as reasonably necessary, Dominion Energy and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information received by the City from Dominion Energy that contains or relates to Dominion Energy's confidential or proprietary information, including but not

limited to information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

8.     **Relocation.** Upon written notice to Dominion Energy, the City may require the relocation and removal or reinstallation (collectively, Relocation) of any Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, Dominion Energy shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the City's requirements. The Relocation of Facilities by Dominion Energy shall be at no cost to the City if (i) such request is for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the City; (ii) the Facilities have been installed pursuant to this or any other Dominion Energy franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity; and (iii) the City provides a new location for the Facilities. Otherwise, a Relocation required by the City pursuant to such written notice shall be at the City's expense. Following Relocation of any Facilities, Dominion Energy may maintain and operate such Facilities in a new location within City limits without additional payment. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate Dominion Energy up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such federal or state funds; however, the City shall ensure that receipt of compensation from federal or state sources shall not restrict or otherwise obligate Dominion Energy's ownership of the Facilities in any way.

Notwithstanding the preceding paragraph, Dominion Energy shall not be responsible for any costs associated with an authorized City project that are not attributable to Dominion Energy's

Facilities in the Streets. Further, all such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized City project.

9. **Terms of Service.** Dominion Energy shall furnish natural gas service without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Dominion Energy, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Dominion Energy may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a gas service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its Facilities. To secure safe and reliable service to the customers, and in the public interest, Dominion Energy shall have the right to prescribe the sizes and kinds of pipes and related Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with Dominion Energy's rules and regulations.

10. **Indemnification.** Dominion Energy shall indemnify, defend, and hold the City, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions, and proceedings arising from the exercise by Dominion Energy of its rights under this Franchise, including its operations within City limits, and Dominion Energy shall pay the reasonable cost of defense plus the City's reasonable attorney fees. Notwithstanding any provision to the contrary, Dominion Energy shall not be obligated to indemnify, defend or hold the City harmless to the extent that any underlying claim, demand, lien, liability, damage, action, and proceeding arises out of or in connection with any act or omission of the City or any of its agents, officers or employees.

11. **Assignment.** Dominion Energy may assign or transfer its rights and obligations under the Franchise to any parent, affiliate, or subsidiary of Dominion Energy, to any entity having fifty percent (50%) or more direct or indirect common ownership with Dominion Energy, or to any successor-in-interest or transferee of Dominion Energy having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within the City limits. Otherwise, Dominion Energy shall not transfer, assign, or delegate any of its rights or obligations under the Franchise to another entity without the City's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Inclusion of the Franchise as an asset of Dominion Energy subject to the liens and mortgages of Dominion Energy shall not constitute a transfer or assignment requiring the City's prior written consent.

12. **Insurance.** The Company shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 10, in lieu of any insurance as may be required in any City ordinances.

13. **Bonding.** If City ordinance requires Dominion Energy to post a surety bond, that section of the ordinance is expressly waived.

14. **Effect of Invalidity.** If any portion of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

15. **Amendment.** This ordinance shall not be altered or amended without the prior written consent of Dominion Energy.

16. **Effective Date.** This ordinance shall become effective upon the date of acceptance by Dominion Energy as established above.

APPROVED and ADOPTED this 22 day of September, 2021.

**VINEYARD CITY**

By \_\_\_\_\_  
Mayor Julie Fullmer

ATTEST:

\_\_\_\_\_  
City Recorder

**QUESTAR GAS COMPANY dba  
DOMINION ENERGY UTAH**

By: \_\_\_\_\_  
Craig Wagstaff  
Sr. Vice President and General Manager  
Western Distribution Operations

## CITY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
: ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the Mayor of \_\_\_\_\_, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

## DOMINION ENERGY ACKNOWLEDGMENT

STATE OF UTAH \_\_\_\_\_ )  
: ss  
COUNTY OF SALT LAKE )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Craig Wagstaff, who being by me duly sworn did say that she is the Vice President and General Manager of **QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH**, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** October 13, 2021

**Agenda Item:** 9.3 Approval of PTIF Authorization

**Department:** Finance

**Presenter:** David Mortensen

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**Background/Discussion:**

The Utah State Treasurer's Office requires that the City Council pass a resolution giving at least two individuals authority to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Vineyard City.

With the recent departure of Jacob McHargue and Mariah Hill, who were previously given this authority, it is necessary to pass a new resolution. It is proposed that this authority be given to David Mortensen, Finance Director and Bayley Deason, Treasurer.

**Fiscal Impact:** None

**Recommendation:** Approval of the Resolution

**Sample Motion:**

I move to approve resolution 2021-20 as presented.

**Attachments:**

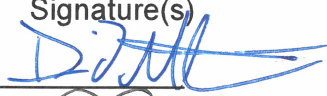


Office of the  
State Treasurer

Public Entity Resolution  
Resolution 2021-20

**1. Certification of Authorized Individuals**

I, Julie Fullmer (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Vineyard City (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

| Name            | Title            | Email                    | Signature(s)                                                                        |
|-----------------|------------------|--------------------------|-------------------------------------------------------------------------------------|
| David Mortensen | Finance Director | davidm@vineyardutah.org  |  |
| Bayley Deason   | Treasurer        | bayleyd@vineyardutah.org |  |

The authority of the named individuals to act on behalf of Vineyard City (Name of Legal Entity) shall remain in full force and effect until written revocation from Vineyard City (Name of Legal Entity) is delivered to the Office of the State Treasurer.

**2. Signature of Authorization**

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 13 day of October, 2021, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

| Signature | Date | Printed Name  | Title |
|-----------|------|---------------|-------|
|           |      | Julie Fullmer | Mayor |

STATE OF UTAH )  
 )  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Julie Fullmer (Name), as Mayor (Title) of  
Vineyard City (Name of Entity), proved to me on the basis of  
satisfactory evidence to be the person(s) who appeared before me.

(seal) Signature \_\_\_\_\_



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** 10-13-2021

**Agenda Item:** 9.4 Acceptance of Unimproved Property from Geneva Anderson

**Department:** Engineering Development

**Presenter:** Naseem Ghandour, P.E. (City Engineer)

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**Background/Discussion:**

City staff wishes to accept the section of unimproved property of approximately 0.29 acres, shown in the attached boundary survey, adjacent to the 1600 North and 250 West from Geneva Anderson, LLC. This unimproved section would allow the City to provide connectivity to the Lindon Heritage Trail, that is expected to be constructed in 2022, providing for pedestrian access to the Lindon Marina. The Lindon Heritage Trail is aligned to the City's Trail Master Plan and its Active Transportation Plan. The unimproved property is will not provide additional maintenance responsibility to the City other than the grounds maintenance per the City's landscaping maintenance requirements. Geneva Anderson LLC is requesting to provide this subject unimproved property to the City at no cost to the City.

**Fiscal Impact:**

No Cost to City

**Recommendation:**

Staff Recommends Approval.

**Sample Motion:**

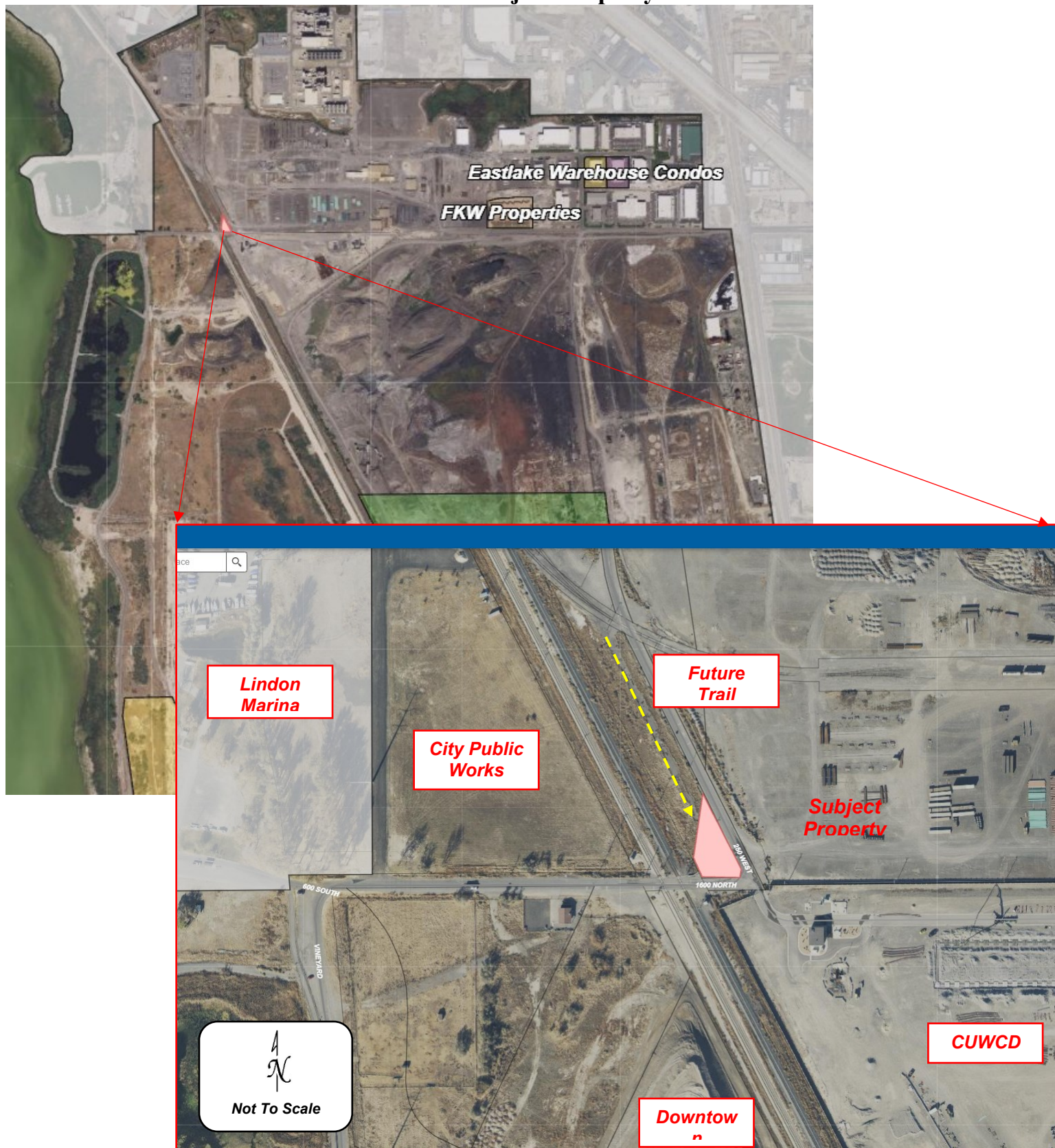
Motion to approve the acceptance of donation of unimproved property described in Exhibit "A" from Geneva Anderson LLC.

**Attachments:**

Aerial of Subject Property  
Quit Claim Deed and documents

## VINEYARD CITY COUNCIL STAFF REPORT

### Aerial of Subject Property



MAIL TAX NOTICES TO GRANTEE(S) AT:  
**125 S. Main, Vineyard, UT 84059**

Property Reference Information:  
Tax Parcel No(s):**38-507-0013**

**SPECIAL WARRANTY DEED**  
and  
**Certification of Acceptance of Real Property Conveyance by Municipality**

**Anderson Geneva, LLC, a Utah limited liability company, and  
Ice Castle Retirement Fund, L.L.C. a Utah limited liability company, ("Grantors"),**

in exchange for good and valuable consideration, hereby conveys and warrants against all who claim by, through, or under Grantor to

**VINEYARD CITY, a body politic organized in the State of Utah. ("Grantee")**

in fee simple the following described real property located in **UTAH** County, Utah, together with all the appurtenances, rights, and privileges belonging thereto, to wit (the "Property"):

**LOT 13, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, AMENDMENT 2, PHASE 5  
SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY  
RECORDER.**

With all the covenants and warranties of title from Grantor in favor of Grantee(s) as are included with a conveyance of real property by special warranty deed under Utah law, except for, however, the Property is subject to: (a) leases, rights of way, easements, reservations, plat maps, covenants, conditions, and restrictions appearing of record and enforceable in law; (b) zoning and other regulatory laws and ordinances affecting the Property; and (c) real property taxes and assessments for the year **2021** and thereafter.

**APPROVAL AND CERTIFICATION OF ACCEPTANCE by GRANTEE**

**Vineyard City**, as Grantee, having duly approved the transfer of the real property parcel described herein, hereby acknowledges, and accepts the conveyance of the Property.

[Remainder of page intentionally left blank. Signature pages to follow.]

**-Signature Page to Special Warranty Deed-**

Each individual signing below certifies that they are duly appointed by the Grantor entities as agent representatives authorized to execute this instrument on their behalf with the intent and for the purposes described herein.

Witness the hand of Grantors this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**Anderson Geneva, LLC**

**Ice Castle Retirement Fund, L.L.C.**

**By:** \_\_\_\_\_  
**Name:**

**By:** \_\_\_\_\_  
**Name:**

**Title:**

**Title:**

STATE OF UTAH       )  
                                  ) ss.  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, **2021**, personally appeared before me \_\_\_\_\_ who stated he is the \_\_\_\_\_ **of Anderson Geneva, LLC** the named Grantor of the within instrument, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and duly acknowledged that he executed this instrument in his authorized capacity on behalf of said company, intending to be legally bound. Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH       )  
                                  ) ss.  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, **2021**, personally appeared before me \_\_\_\_\_ who stated he is the \_\_\_\_\_ **of Ice Castle Retirement Fund, L.L.C.** the named Grantor of the within instrument, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and duly acknowledged that he executed this instrument in his authorized capacity on behalf of said company, intending to be legally bound. Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

**-Signature Page to Special Warranty Deed-**

Grantee Acknowledgement of Acceptance of Conveyance

The official who signs this deed certifies that this conveyance has been duly approved by Grantee and that they have executed this deed in their authorized capacity on behalf of Grantee.

Witness the hand of Grantee this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**VINEYARD CITY**

**By:** \_\_\_\_\_

**Name:**

**Title:**

STATE OF UTAH       )  
                                  ) ss.  
COUNTY OF UTAH    )

On this \_\_\_\_ day of \_\_\_\_\_, **2021**, personally appeared before me \_\_\_\_\_ and stated that they are the \_\_\_\_\_ of **Vineyard City** the named Grantee of the within instrument, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and duly acknowledged that they executed this instrument in their authorized capacity on behalf of said company, intending to be legally bound. Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

## **Receipt for Donation of Real Property**

Vineyard City, a body politic organized in the State of Utah, hereby acknowledges the receipt of the conveyance of the following described real property located within the boundaries of Vineyard City, Utah County, Utah, together with all the appurtenances, rights, and privileges belonging thereto (the "Property"):

**LOT 13, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, AMENDMENT 2,  
PHASE 5 SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH  
COUNTY RECORDER.**

**(For Reference: Tax Parcel ID No. 38-507-0013)**

At the time of conveyance, the Property has an agreed upon market value of Seventy Thousand Dollars (\$70,000.00).

The Property was donated and conveyed by Grantors:

**Anderson Geneva, LLC, a Utah limited liability company; and  
Ice Castle Retirement Fund, L.L.C. a Utah limited liability company**

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**VINEYARD CITY**

**By: \_\_\_\_\_  
Name:**

**Title:**

# Community Development

Date: October 13, 2021  
From: Briam Amaya Perez, Planner II  
To: City Council  
Item: 9.5 The Meadows 10 Final Plat  
Address: 180 E SILVER OAK RD, VINEYARD, UT  
Applicant: Eric and Hayley Markus



## ANALYSIS

Eric and Hayley Markus (of 180 E Silver Oak Rd) have purchased a small portion of their southern neighbor's lot, Matt and Seongmi Schramm (of 134 S Quivira Ln). They are proposing to amend their property lines through this amended, final plat, titled, 'The Meadows 10'. This plat amends the existing recorded plat, 'The Meadows 9.' In addition, this plat meets the requirements for recording of the Utah County Recorder's Office and the Vineyard City Subdivision Code. As a result, Vineyard City has provided the Markus' with the necessary municipal documents of approval.

## STAFF RECOMMENDATION

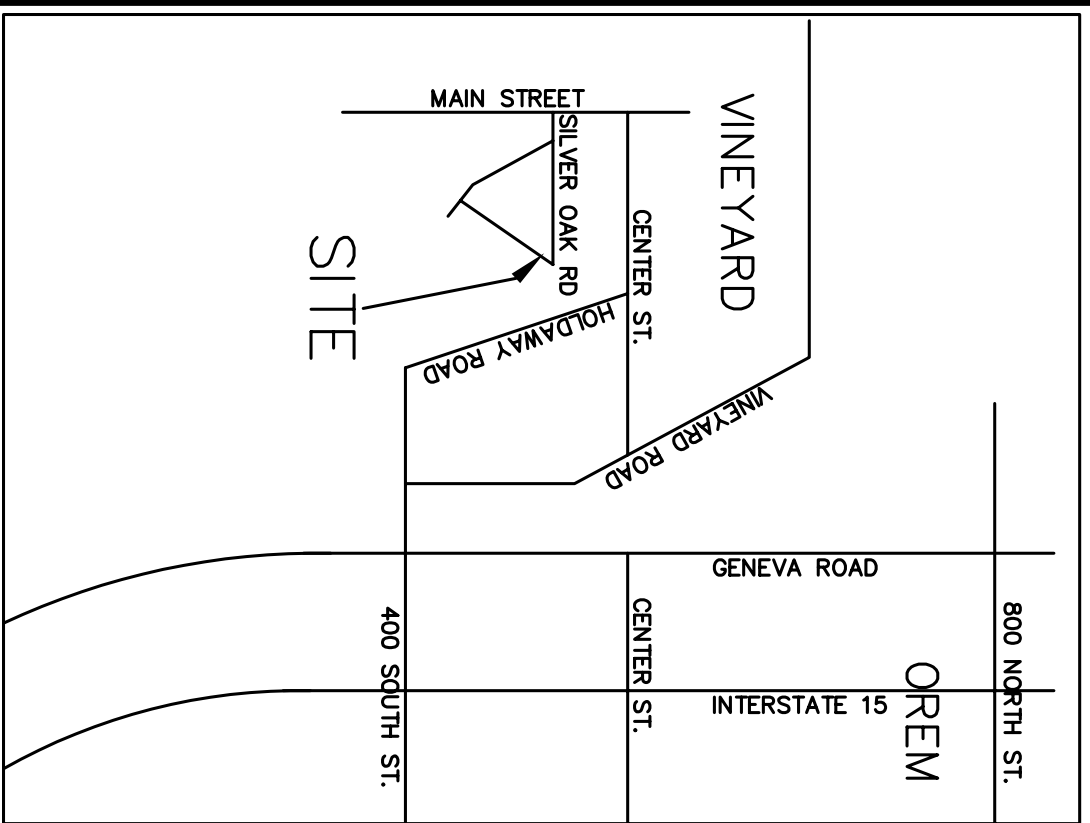
Staff is recommending approval of the final plat amendment.

## PROPOSED MOTION

"I move to approve the final plat amendment as requested by the applicant.

## ATTACHMENTS

'The Meadows 10' Final, Amended Plat



## VICINITY MAP

NOT TO SCALE

## NOTES

- PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.
- THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, REGULATIONS AND ORDINANCES.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IF EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
- NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS "PRIVATE" ON THIS PLAT.
- DRIVEWAYS AND LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
- DRAINAGE SHALL NOT CROSS PROPERTY LINES, EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
- VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUNDWATER FLOODING.
- ALL BUILDING AND DEVELOPMENT SHALL BE IN CONFORMANCE WITH THE VINEYARD ZONING ORDINANCE.

## DOMINION ENERGY COMPANY APPROVAL

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR ANY OF ITS TERMS, OBLIGATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS' DEEDS, CONTRACTS, AGREEMENTS, OR OTHER INSTRUMENTS. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-6532.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: \_\_\_\_\_

DOMINION ENERGY COMPANY

TITLE: \_\_\_\_\_

## ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. 94-3-27 THIS PLAT CONVEYS TO THE OWNERS, OR OPERATORS OF UTILITY RIGHTS AND DUTIES DESCRIBED THEREIN, AND THE PUBLIC, ROCKY MOUNTAIN POWER ACCESS BELIEVED TO BE THE SAME AS DESCRIBED IN THIS PLAT AND APPROVES THE PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION THEREOF. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS' DEEDS, CONTRACTS, AGREEMENTS, OR OTHER INSTRUMENTS. FOR FURTHER INFORMATION PLEASE CONTACT ROCKY MOUNTAIN POWER AT 1-800-366-6532.

- THE LAW APPLICABLE TO DISPUTES RELATIVE TO THIS PLAT SHALL BE THE LAW OF THE STATE OF UTAH.
- THE LAW APPLICABLE TO DISPUTES RELATIVE TO THIS PLAT SHALL BE THE LAW OF THE STATE OF UTAH.
- UNDERGROUND UTILITY FACILITIES OR
- ANY OTHER PROVISION OF LAW

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

## ROCKY MOUNTAIN POWER

PREPARED BY:

## LEVEL OF FOCUS, INC

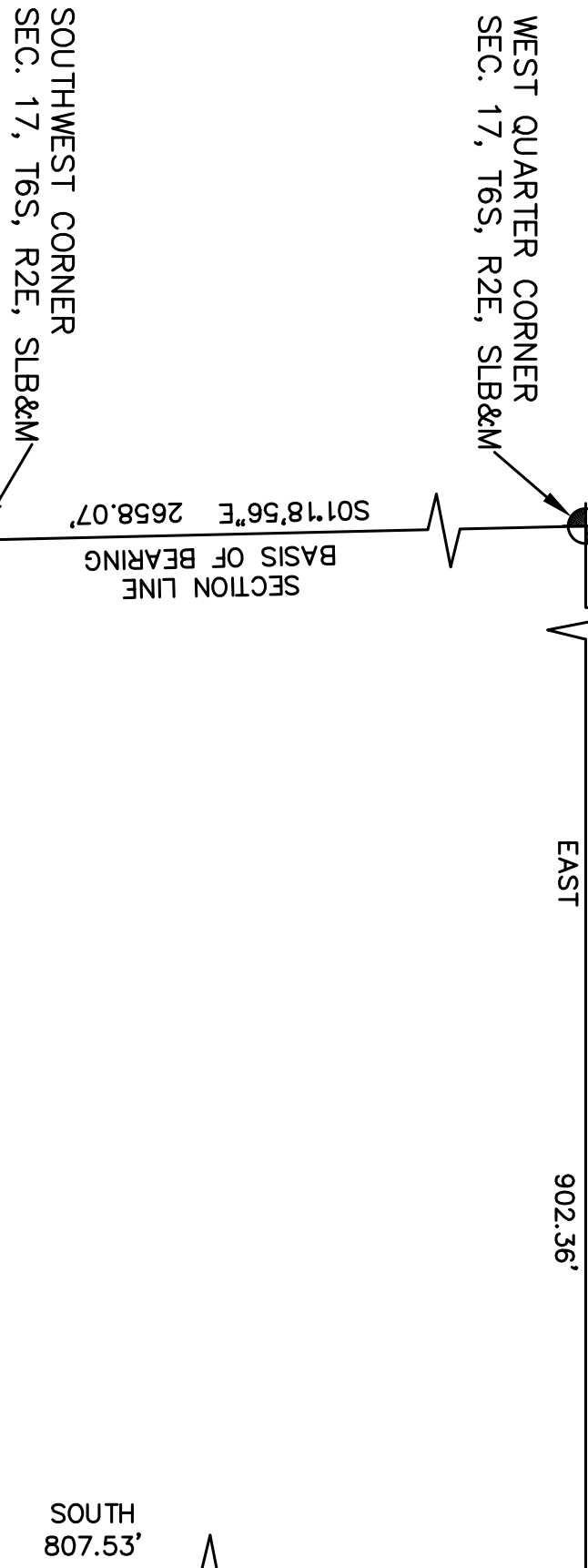
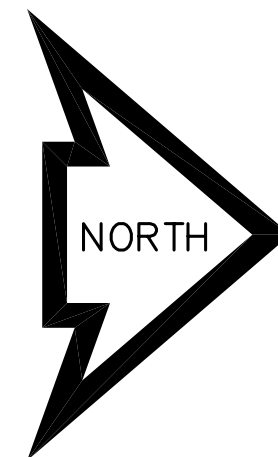
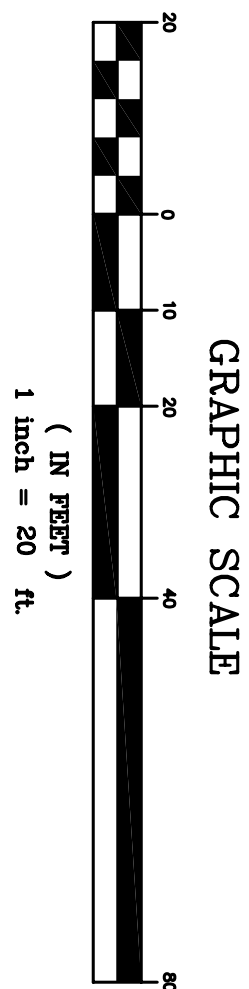
1334 East 1150 South  
Spanish Fork, Utah 84660  
(801) 319-5441

## SYMBOL LEGEND

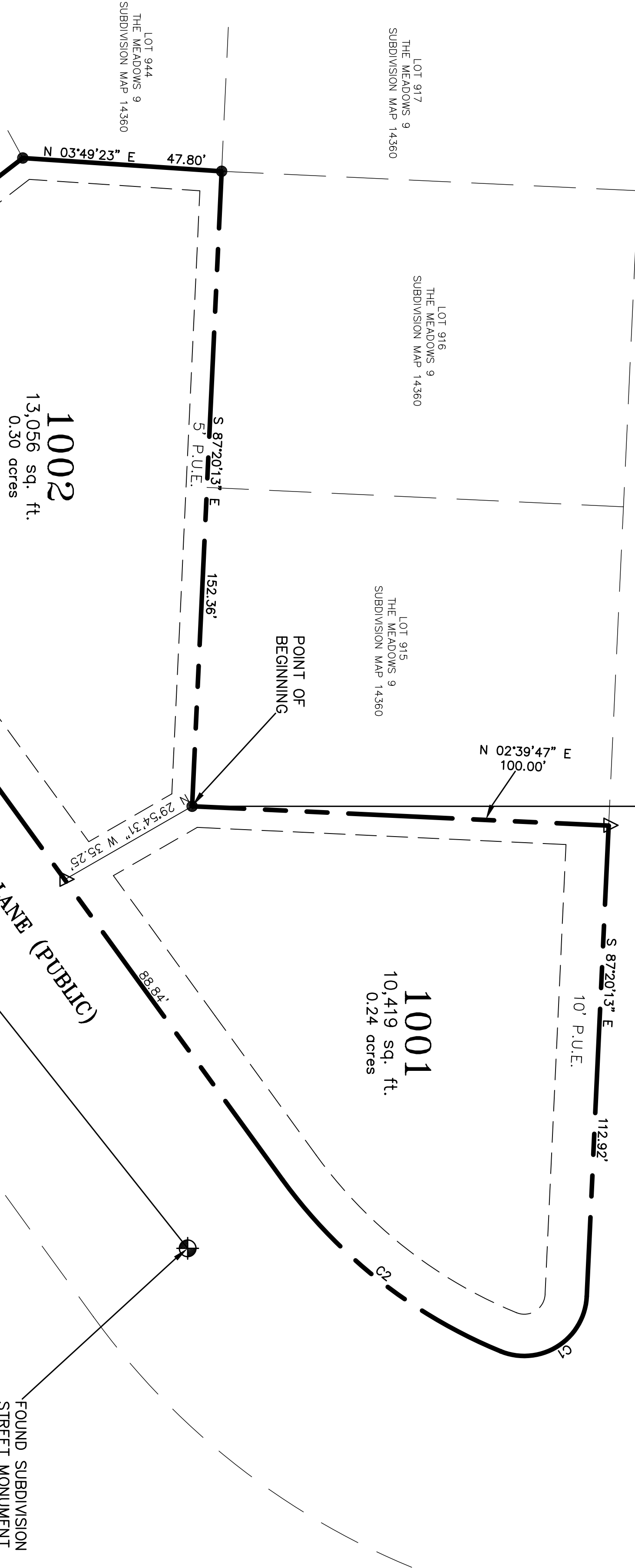
- FOUND UTAH COUNTY MONUMENT
- FOUND/SET REBAR & CAP
- PLUG SET FOUND IN CURB AT THE LOT LINE EXTENSION
- NOTHING SET

# THE MEADOWS 10

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17  
TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN



## SILVER OAK ROAD (PUBLIC)



| CURVE TABLE |        |         |                       |              |
|-------------|--------|---------|-----------------------|--------------|
| CURVE       | LENGTH | RADIUS  | TANGENT/CHORD BEARING | CHORD LENGTH |
| C1          | 28.72' | 15.00'  | S32°29'21"E           | 24.53'       |
| C2          | 67.42' | 122.00' | S38°11'24"W           | 66.57'       |
| C3          | 10.39' | 178.00' | S52°21'01"W           | 10.38'       |

## DATA TABLE

|                       |             |
|-----------------------|-------------|
| TOTAL PROJECT AREA    | 0.5389 AC   |
| TOTAL SENSITIVE LANDS | 0.00 AC     |
| TOTAL OPEN SPACE      | 0.00 AC     |
| 2 LOTS                | 0.5389 AC   |
| R.O.W. AREA           | 0.00 AC     |
| LANDSCAPING AREA      | 0.00 AC     |
| NET DENSITY           | 6.25 RES/AC |

## DEVELOPER

ERIC MARKUS  
180 E. SILVER OAK RD  
VINEYARD UT 84059  
801-541-2204

## SURVEYOR'S CERTIFICATE

I, DAVID F. HUNT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF UTAH, AND THAT I HAVE PERSONALLY AND INDEPENDENTLY EXAMINED THE PLAT AND THE FIELD NOTES AND HAVE MADE A SURETY OF THE TRACT OF LAND SHOWN ON THIS PLAT, AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

## BOUNDARY DESCRIPTION

A PARCEL OF LAND WHICH IS SITUATE IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, FORMERLY KNOWN AS LOT 914 & 942, THE MEADOWS 9 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 914, THE MEADOWS 9 SUBDIVISION SAID POINT BEING LOCATED EAST 902.36 FEET AND SOUTH 807.53 FEET FROM THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 87°20'13" EAST 112.92 FEET; THENCE ALONG THE ARC OF A 15,000-FOOT RADIUS CURVE TO THE RIGHT 287.72 FEET (CHORD BEARS S 32°29'21"E 24.53 FEET); THENCE ALONG THE ARC OF A 122,000-FOOT RADIUS CURVE TO THE RIGHT 172.42 FEET (CHORD BEARS S 38°11'24"W 66.57 FEET); THENCE SOUTH 54°01'17" WEST 221.47 FEET; THENCE ALONG THE ARC OF A 178,000-FOOT RADIUS CURVE TO THE LEFT 10.38 FEET (CHORD BEARS S 52°21'03" W 10.38 FEET); THENCE NORTH 37°43'40" WEST 93.82 FEET; THENCE NORTH 03°49'23" EAST 47.80 FEET; THENCE SOUTH 87°20'13" EAST 152.36 FEET TO THE POINT OF BEGINNING.

AREA = 23.475 SQ. FT. OR 0.5389 ACRES

BASIS OF BEARING = SOUTH 01°18'56" EAST ALONG THE SECTION LINE.

12-09-19  
DATE  
SURVEYOR  
(See Seal Below)

## OWNER'S DEDICATION

Know all men by these presents that the undersigned owner(s) of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as "THE MEADOWS 10" and do hereby dedicate for perpetual use of the public all roads and other areas shown on this plat as intended for public use, the undersigned owner(s) also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

In witness whereof, we have here unto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

|           |            |                |
|-----------|------------|----------------|
| SIGNATURE | PRINT NAME | TITLE & ENTITY |
| SIGNATURE | PRINT NAME | TITLE & ENTITY |
| SIGNATURE | PRINT NAME | TITLE & ENTITY |
| SIGNATURE | PRINT NAME | TITLE & ENTITY |

## ACKNOWLEDGEMENT

STATE OF UTAH  
COUNTY OF UTAH  
On the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, personally appeared before me,

who being duly sworn or affirmed, did say that he/she/they signed the owner's dedication freely and voluntarily and for the purposes therein mentioned.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

"A" NOTARY PUBLIC COMMISSIONED IN UTAH"

## ACCEPTANCE BY LEGISLATIVE BODY

|                   |                |                                |
|-------------------|----------------|--------------------------------|
| VINEYARD ENGINEER | CLERK/RECORDER | COMMUNITY DEVELOPMENT DIRECTOR |
| DATE              | DATE           | DATE                           |

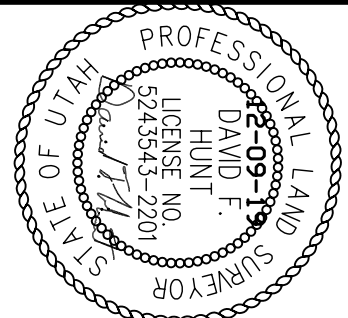
# THE MEADOWS 10

INCLUDES A MINOR PLAT AMENDMENT OF LOTS 914 & 942  
THE MEADOWS 9 SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17  
TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN

RESIDENTIAL SUBDIVISION

SPANISH FORK CITY, UTAH COUNTY, UTAH  
SCALE: 1" = 20 FEET





## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date: 10-13-2021**

**Agenda Item: 9.6 UDOT Interlocal Agreement – Vineyard Connector & Main St Traffic Signal**

**Department: Engineering Development**

**Presenter: Naseem Ghandour, P.E. (City Engineer)**

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### **Background/Discussion:**

City staff wishes to enter into an interlocal agreement with Utah Department of Transportation (UDOT) to install and maintain a 4-way Traffic Signal at the Vineyard Connector Road and Main Street within the Vineyard City. The Traffic Signal was determined to be warranted based on a Traffic Impact Study (TIS) conducted as part of the future Downtown Vineyard development and extension of Main Street north of the Vineyard Connector. With the upcoming expansion of the Vineyard Connector (by UDOT) the City have projected an increased traffic flow along both Vineyard Connector (a UDOT road) and Main Street (a City road). Due to the projected traffic impact from both UDOT and City, an interlocal agreement was determined to be preferred method to provide for cost-sharing for the Traffic Signal, an intersection enhancement.

The interlocal agreement outlines each party's responsibilities for the Traffic Signal project, where as the City will pay for the design & construction (e.g. installation, utilities) of the Traffic Signal and where UDOT will pay for the materials (e.g. mast arms, signals) & maintenance of the Traffic Signal. The City will pay for enhancements to the mast arms (black powder coating per City standards) and signals (emergency vehicle detectors).

This agreement outlines that City will implement the design and construction of the Traffic Signal using materials provided by UDOT and that the only reimbursement of funds will be the cost of the powder coating to the mast arms, no other funds are to be transferred between parties. The estimated cost distribution, to include City enhancements, is 60% (\$275K) to the City and 40% (\$180K) to UDOT.

### **Fiscal Impact:**

City \$275,000, reimbursed by the Redevelopment District Agency (RDA)

### **Recommendation:**

Staff Recommends Approval.

### **Sample Motion:**

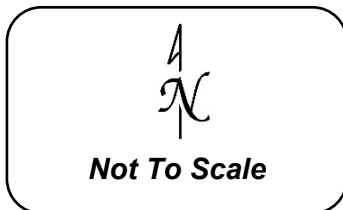
Motion to approve the interlocal agreement between UDOT and the City for the installation of a 4-way traffic signal at Vineyard Connector Road & Main Street.

### **Attachments:**

Vineyard Main Street Agreement

**VINEYARD CITY COUNCIL STAFF REPORT**

**Aerial Showing Proposed Traffic Signal**



RESOLUTION NO. 2021-22

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-1, et seq., 1953 as amended, governmental entities are allowed to enter into agreements for the joint provision of services; and

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with the Department of Transportation for the installation of a traffic signal at the intersection of Vineyard Connector and Main Street.

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

1. The Vineyard City Council authorizes the Mayor to sign the agreement titled \_\_\_\_\_, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 13 day of October, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Recorder

Federal ID No: \_\_\_\_\_

### **COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and **VINEYARD CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**CITY**",

#### **WITNESSETH:**

**WHEREAS, CITY** and developers have a commercial land development project in progress on the north side of the SR-176 (Vineyard Connector) in the vicinity of Vineyard Main Street; and

**WHEREAS, UDOT** has warranted a traffic signal at the intersection of SR-176 (Vineyard Connector) and Vineyard Main Street based on existing traffic and traffic to be added by the development; and

**WHEREAS**, this Agreement is made to set out the terms and conditions where under said work shall be performed.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

1. The **UDOT** will pay for and supply the traffic signal equipment, including: poles, cabinet, vehicle detection and signal controller. UDOT will also be responsible for the review and acceptance of the design plans of the signal and associated roadway improvements and ROW documents.

2. The **CITY** will pay for and coordinate, through a qualified contractor, the construction of a new fully functioning and operational traffic signal, including but not limited to: traffic signal design plans, traffic control, roadway widening, pedestrian ramps, right-of-way dedications, and related site improvements foundations, poles, cabinet, wiring, conduit, signal heads, luminaires, vehicle detection and signal controller. If the **CITY** desires to have emergency vehicle pre-emption equipment installed on the signal, the **CITY** will provide the equipment and will pay for the installation costs of the pre-emption equipment. When the signal plans are complete a reimbursement agreement will be developed to cover the powder coating costs of the signal poles, as requested and paid for by the **CITY**.

3. The **CITY** using an approved right of way design firm from the 2019-2022 UDOT Engineering Services Pool, will prepare the required right of way documents in accordance with the UDOT Right of Way Design Manual and submit them to UDOT for review and approval, prior to signal construction and operation.

3. The **CITY** will apply for a permit for Vineyard Main Street to access SR-176 (Vineyard Connector) through the **UDOT** permitting process. The **UDOT** permit will further outline the requirements for the **CITY** and developers.

Federal ID No: \_\_\_\_\_

4. There will be no exchange of funds between the **CITY** and **UDOT**, **unless outlined in a future reimbursement agreement.**

5. The **CITY** will, by **UDOT's** standard specification and/or special provisions, make its Contractor aware of the coordination and cooperation required for completion of the traffic signal work. **UDOT** shall be advised of the approximate schedule for completion of said work and the **CITY** shall diligently pursue its work so that completion of the **CITY's** work can be accomplished as soon as possible.

6. The **CITY**, while engaged in the work covered herein, shall comply with **UDOT's** "Standard Specifications for Road and Bridge Construction".

7. With respect to work performed by contract, the **CITY** shall not discriminate in its choice of contractors and shall adhere to the provisions contained in Section II of the Federal Highway Administration's Form PR 1273.

8. **CITY** is required to mark all underground facilities with approved markers, as noted on the construction drawings approved by **UDOT**, and to keep on file "as constructed plans" of all their work covered herein pursuant to pages 5-4 and 5-13 of **UDOT's** "MANUAL FOR THE ACCOMMODATION OF UTILITIES AND THE CONTROL AND PROTECTION OF STATE HIGHWAY RIGHTS OF WAY" for future reference.

10. Upon completion of construction the **CITY** agrees to own and maintain the Vineyard Main Street roadway and associated appurtenances covered herein at no cost to **UDOT** as provided by Utah Administrative Rule 918-6. **UDOT** will own and maintain the traffic signal system. To the extent they may lawfully do so, **CITY** further agrees to relieve **UDOT** from any responsibility or liability that may result from their new facilities or operation thereof pursuant to Rule 918.6. The **CITY** agrees to allow **UDOT** full access to maintain the traffic signal system in the future.

11. It is understood that access for maintenance and servicing of **CITY's** property located on the right of way of **UDOT** will be permitted only by permit issued by **UDOT** to the **CITY**, and that the **CITY** will obtain said permit and abide by conditions there for policing and other controls in conformance with **UDOT's** current edition of the "MANUAL FOR THE ACCOMMODATION OF UTILITIES AND THE CONTROL AND PROTECTION OF STATE HIGHWAY RIGHT OF WAY".

Federal ID No: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**ATTEST:**

**VINEYARD CITY, a**

Municipal Corporation in the State of Utah

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(IMPRESS SEAL)

\*\*\*\*\*

**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Region Three Planning Manager

Region Three Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**COMPTROLLER OFFICE**

This Form Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

By: \_\_\_\_\_

Contract Administrator

Date: \_\_\_\_\_