



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
September 14, 2022, at 5:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regular session on Wednesday, September 14, 2022, at 5:00 p.m., in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

1. 5:00 PM – SITE VISIT

1.1 City Engineer Naseem Ghandour will lead the City Council on a tour of the water tank site. (We will be meeting at the Public Works Building, 282 West 1600 North. Please wear closed-toe shoes.)

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

3. WORK SESSION

3.1 Safe Streets For All (SS4A)

(10 minutes)

Staff Engineer Emily Dicaldo will lead a discussion regarding the Federal SS4A program, which supports safer roadways, and its impacts to Vineyard City.

4. 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 Kellyk@vineyardutah.org.

5. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

6.1 City Manager Ezra Nair

6.2 Planning Commission Chair Bryce Brady

7. CONSENT ITEMS

- 7.1 Approval of the August 24, 2022, City Council Meeting Minutes
- 7.2 Approval of a Social Media Policy (Resolution 2022-39)
- 7.3 Approval of a Social Media Policy for Personnel (Resolution 2022-40)
- 7.4 Approval of a 2nd Amendment to the CDBG Agreement (Vineyard Agreement #2022-35)(Resolution 2022-41)
- 7.5 Approval of an Amended Contract for Orem Fire Services (Vineyard Agreement #2022-36) (Resolution 2022-42)
- 7.6 Approval of Agreement with Federal Railroad Administration (Vineyard Agreement #2022-37) (Resolution 2022-43)
- 7.7 Approval of DABS Limited-Service Restaurant Liquor License for Tsubame Sushi LLC
- 7.8 Approval of The Yard Plat 'D' Subdivision Final Plat Amendment
- 7.9 Authorize City Manager to Enter into an Agreement Between Cadence / Goodboro, the LDS Church, and Vineyard City
- 7.10 Approval of an Addendum to an Agreement with Sage Government Solutions (Agreement #2022-38)

8. APPOINTMENTS

8.1 Vineyard Community Garden

With the advice and consent of the City Council, Mayor Fullmer will appoint Hamlet and Nicole Gordillo as the Community Garden Communications and Outreach Coordinators.

9. PRESENTATIONS/RECOGNITIONS/AWARDS

No items were submitted.

10. BUSINESS ITEMS

10.1 PUBLIC HEARING – [Zoning Text Amendment to Car Wash Regulations \(Ordinance 2022-16\)](#)

Community Development Director Morgan Brim will present a request to amend the Zoning Code Section 15.12.050 District Use Table. This request was submitted by Jaden Rasmussen with Tagg-N-Go Express Carwash. The zoning text amendment would change the permitted use of car washes located in the Regional Commercial Zone from accessory use to permitted use. The mayor and City Council will act to deny (or adopt) this request by ordinance.

10.2 PUBLIC HEARING – [Moderate-Income Housing Element of the General Plan Amendment \(Ordinance 2022-17\)](#)

Community Development Director Morgan Brim will present amendments to the General Plan amending the Moderate-Income Housing Element required by Utah State Code HB462. The city is considering goals and objectives to support housing options for diverse income levels. The mayor and City Council will act to adopt (or deny) this request by ordinance.

10.3 DISCUSSION AND ACTION – [Purchasing Policy Amendments \(Resolution 2022-44\)](#) *(This item was continued from the June 29, 2022 and July 27, 2022 City Council Meetings.)*

(15 minutes)

Finance Director David Mortensen will present amendments to the city purchasing policy. The mayor and City Council will at to adopt (or deny) this request by resolution.

10.4 DISCUSSION AND ACTION – Community Garden Expansion

(5 minutes)

Communications Manager Kathryn Newman will present options for expanding the community garden. The mayor and City Council will take appropriate action.

11. 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](#);

12. ADJOURNMENT

The next meeting is on Wednesday, September 28, 2022.

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: September 13, 2022

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
August 24, 2022, at 6:14 PM

Present

City Council

Mayor Julie Fullmer
Councilmember Tyce Flake
Councilmember Amber Rasmussen
Councilmember Mardi Sifuentes
Councilmember Cristy Welsh

Absent

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Utah County Sheriff's Office Lieutenant Holden Rockwell, Interim Chief Building Official Cris Johnson, Finance Director David Mortensen, City Engineer Naseem Ghandour, Community Development Director Morgan Brim, City Planners Briam Amaya Perez and Cache Hancey, Public Works Director Chris Wilson, Water Manager Sullivan Love, Digital Media Coordinator Bethany Bee, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady

Others Speaking: Marcus Olmstead with Stacy and Witbeck, Inc.

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

 Mayor Fullmer opened the meeting at 6:14 PM. Councilmember Flake gave the invocation and led the Pledge of Allegiance.

2. WORK SESSION

No items were submitted.

3. PUBLIC COMMENTS

 Mayor Fullmer called for public comments. Hearing none, she closed the public comments session.

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Flake reported that on August 15, he attended the Legislative Policy Committee meeting, where they discussed short-term rentals. He gave a brief synopsis of the discussion. He mentioned that Representative Calvin Musselman was looking for input and consensus on a short-term rental bill. He read a resolution that the Utah League of Local Governments (The League) had put forth a resolution, which he felt was negative towards short-

term rentals. He also mentioned other bills that were being introduced. There was a discussion about housing and solutions for homelessness.

 Councilmember Flake also reported that there were weekly safety information put out by the Safety Committee, and that he was working on the Emergency Preparedness Manual, which he hoped would be available soon for public review. He added that the Policy document would be completed by the end of September.

 Councilmember Rasmussen reported that she had met with Rocky Mountain Power about the trajectory of energy production in the state and opportunity for grants and incentives. She also met with the Utah Valley Clean Air Task Force where they were discussing whether to stay with the Utah Valley Chamber of Commerce or move to the Utah County Health Department.

 Councilmember Sifuentes reported that there had been a lot of events going on, that things had gone smoothly with starting of school, and working on a public comment forum to discuss the potential Orem School District split that would be on Orem's election ballot in November. She added that they were working on moving the Children's Library soon.

 Councilmember Welsh reported on road resurfacing over the next week or so. She asked residents to please be patient with people parking in front of their houses and with the workers.

 Mayor Fullmer suggested that the council check into the league boards and state-run committees that were going to have openings and let her know if they were interested in sitting on any of them. She reported that she was working on a partnership with Utah Valley University (UVU) to collaborate on some of their master plans. She said that infrastructure was going well, the Frontrunner grand opening went well, bids were going out for the Vineyard Connector expansion, and they were able to get the funding for the pedestrian overpass. They were going to be further discussions on long-range planning for infrastructure and streets, and Alpine School District safe routes to school, school bus routes, and school evacuation plans. Councilmember Sifuentes noted that she would be meeting with staff to set up a plan to look at what Vineyard could do if Orem City created their own school district.

 Mayor Fullmer said that there were a lot of committees, commissions, and meetings coming up and she needed to know now, from council, who would be attending those meetings.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1  City Manager Ezra Nair noted that the roads being resurfaced were in the Providence, Parkside, and Cascade subdivisions, and along 170 South. He said that residents should receive a notice at least 72 hours before the work was to be done.

6. CONSENT ITEMS

6.1 Approval of the August 10, 2022, City Council Meeting Minutes

6.2 Approval of DABS Full-service Restaurant Liquor License and On-premise Banquet Liquor License for TopGolf

6.3 Approval of Holdaway Fields Preliminary Subdivision Plat

6.4 Approval of a Staffing Plan change for the Community Development Department

6.5 Approval a Municipal Code Amendment adding Chapter 8.12 Camping (Ordinance 2022-15)

99 **6.6 Approval of a Special Event Permit for Mixhers Movie Night on September 2, 2022.**

100  Mayor Fullmer called for a motion.

101
102  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE CONSENT
103 ITEMS AS PRESENTED. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL
104 CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE,
105 RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED
106 UNANIMOUSLY.

107 108 109 **7. PRESENTATIONS/RECOGNITIONS/AWARDS**

110 **7.1 UTA VINEYARD FRONTRUNNER STATION PLAQUE**

111 Presentation By Marcus Olmstead With Stacy and Witbeck, Inc.

112
113  Mayor Fullmer turned the time over to Mr. Olmstead.

114
115  Mr. Olmstead thanked the city for being an excellent city to work with. He explained that
116 the plaque was to highlight the partnership that went into this project. He mentioned that
117 Engineering News-Record (ENR) magazine had selected Vineyard Station as the 2022
118 Intermountain Best Project Winer for the Airport/transit category.

119 120 121 **8. APPOINTMENTS**

122 **8.1 Vineyard Planning Commission**

123 With the advice and consent of the City Council, Mayor Fullmer will appoint Craig
124 Bown as an alternate member of the Planning Commission.

125
126  Mayor Fullmer reviewed her appointment of Craig Bown to the Planning Commission and
127 called for a motion from the council.

128
129  **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE THE APPOINTMENT
130 OF CRAIG BOWN AS AN ALTERNATE MEMBER OF THE PLANNING COMMISSION.
131 COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS
132 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN,
133 SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

134 135 **8.2 Vineyard Bicycle Commission**

136 With the advice and consent of the City Council, Mayor Fullmer will appoint Tyler
137 Haroldsen to the Bicycle Advisory Commission.

138
139  Mayor Fullmer reviewed her appointment of Tyler Haroldsen to the Bicycle Commission
140 and then called for a motion.

141
142  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO APPROVE THE
143 APPOINTMENT OF TYLER HAROLDSSEN TO THE BICYCLE ADVISORY COMMISSION.
144 COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER,
145 COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES.
146 THE MOTION CARRIED UNANIMOUSLY.

147
148  Mr. Haroldsen was sworn in by City Recorder Pamela Spencer.

149
150 **9. BUSINESS ITEMS**

151 **9.1 PUBLIC HEARING – Sewer Impact Fees (Ordinance 2022-14)**

152 City Engineer Naseem Ghandour is requesting an amendment to the Sewer Impact Fees.
153 The mayor and City Council will act to adopt (or deny) this request by ordinance.
154

155  Mayor Fullmer called for a motion to open the public hearing.
156

157  Motion: COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT
158 6:39 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR
159 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH
160 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.
161

162  Mr. Ghandour said he had nothing to add to the discussion held during the Redevelopment
163 Agency Board meeting earlier this evening.
164

165  Mayor Fullmer called for public comments. Hearing none, she called for a motion to close
166 the public hearing.
167

168  **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT
169 6:40 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR
170 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH
171 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.
172

173  Mayor Fullmer called for questions or a motion.
174

175  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT ORDINANCE 2022-14
176 AMENDING THE SEWER IMPACT FEES AS PRESENTED BY CITY STAFF.
177 COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS
178 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN,
179 SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.
180

181 **9.2 PUBLIC HEARING – Consolidated Fee Schedule (Resolution 2022-38)**

182 Finance Director David Mortensen will present recommended amendments to the
183 Consolidated Fee Schedule. The mayor and City Council will act to adopt (or deny) these
184 recommendations by resolution.
185

186  Mayor Fullmer called for a motion to open the public hearing.
187

188  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO OPEN THE PUBLIC
189 HEARING AT 6:40 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION.
190 MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND
191 WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.
192

193  Mr. Mortensen reviewed the recommended changes to the Consolidated Fee Schedule.
194

195  Mayor Fullmer called for public comments. Hearing none, she called for a motion to close
196 the public hearing.
197

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 6:42 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Mayor Fullmer called for comments or a motion.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO ADOPT BY RESOLUTION 2022-38, THE AMENDED CONSOLIDATED FEE SCHEDULE AS PRESENTED. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Mayor Fullmer mentioned that there had been a lot of questions about development on Utah Lake and the council's participation. She highly encouraged the public to attend council meetings and ask these types of questions. She noted that there were several avenues for them to speak with the council and staff to learn what was going on.

10. CLOSED SESSION

No closed session was held.

11. ADJOURNMENT

 Mayor Fullmer called for a motion to adjourn the meeting.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADJOURN THE MEETING AT 6:44 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 14, 2022

Agenda Item: 7.2 Approval of a Social Media Policy

Department: Communications

Presenter: Kathryn Newman, Communications Manager

Background/Discussion: The Recorder's Department and Communications Team created a formal social media policy, reviewed by City Manager Ezra Nair and City Attorney Jayme Blakesley. It is important to adopt as Vineyard relies on social media to disseminate news and information to its residents, as well as to engage residents and stakeholders. By adopting a formal social media policy, Vineyard can clearly set guidelines and expectations for citizens, city employees and government officials for using the City's social media accounts. The policy can also help defend against litigation. The policy will be posted on our website and links to it will be available on each platform.

Fiscal Impact:

None

Recommendation:

Adopt a social media policy by resolution

Sample Motion:

"I move to adopt a Social Media Policy for Vineyard City; Resolution 2022-39."

Attachments:

Resolution

Social Media Policy PDF

RESOLUTION 2022-39

A RESOLUTION OF THE VINEYARD CITY COUNCIL ADOPTING A SOCIAL MEDIA POLICY FOR THE CITY

WHEREAS, Vineyard City recognizes that the use of social media can enhance communication between City government and citizens; and

WHEREAS, the City encourages the use of social media to further the mission of the City where appropriate and desires to establish rules and guidelines to govern conduct in the form of a Social Media Policy;

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

Section 1. Approval. That certain Social Media Policy, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, and adopted by the City Council of Vineyard City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 14th day of September, 2022.

Mayor

Attest:

Kelly Kloepfer, Deputy Recorder



SOCIAL MEDIA POLICY

Vineyard City recognizes that social media is a useful tool for communication between City government and citizens. It is Vineyard City policy to encourage the authorized use of social media to further the mission of the City and subject to the following rules and guidelines:

1. Except for the official social media presences/handles established by the Mayor, Vineyard City shall only establish an official presence/handle on social media platforms approved by the mayor/designee. The City's Communications Department or the City Manager's designee shall be responsible for the content and upkeep of each social media presence/handle maintained by that department. Only those individuals authorized by the mayor/designee shall be permitted to post or respond to comments on the approved platforms.
2. Vineyard City Mayoral office social media presences/handles may be established in a manner utilizing staff support, which allows for the transfer of the presences/handles to subsequent mayors and shall otherwise conform to the guidelines of this social media policy. Only the Mayor, or individuals authorized by the Mayor, shall post content using the Mayor's official presences/handles.
3. Vineyard City social media sites shall generally be used for (1) marketing/promotional channels which increase the City's ability to broadcast its messages to the widest possible audience, (2) public information updates, and (3) the dissemination of time-sensitive information as quickly as possible (example: emergency information).
4. Employees representing the City via social media outlets must conduct themselves at all times as a representative of the City and in accordance with all appropriate Vineyard City policies and standards, including but not limited to the Vineyard Personnel Policies and Procedures Manual ("Personnel Manual"). Employees found to have used social media in violation of this policy or the Personnel Manual may be subject to disciplinary action, up to and including termination.
5. City social media presences/handles shall be used only for communication of City-related information in accordance with the City's mission and shall not be used for personal purposes.
6. City social media presences/handles shall be established and used in compliance with federal, state and local laws, regulations and administrative rules.



7. Content posted via the City's social media presences/handles are subject to State of Utah public records laws. As such, Vineyard City is responsible for responding completely and accurately to any public records request for records created on social media platforms. If the information requested is available on the social media platform, referral of the requester to the site will generally constitute compliance with the request. Content related to City business shall be maintained in an accessible format and so that it can be produced in response to a request.
8. Utah state law and relevant Vineyard City records retention schedules apply to social media formats and social media content. Appropriate retention formats for specific social media content shall be determined by the City Recorder's Office.
9. The intended purpose of maintaining an official City presence on social media platforms is to facilitate communication between the City and members of the public. Vineyard City media site posting or comments containing any of the following content shall not be allowed: a. Content in support of or opposition to political campaigns or ballot measures; b. Profane language; c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, veteran status, or sexual orientation; d. Sexual content or links to sexual content; e. Solicitations of commerce; f. Conduct or encouragement of illegal activity; g. Information that may tend to compromise the safety or security of the public or public systems; h. Content that violates a legal ownership interest of any other party; or i. Comments not topically related to the particular social media content being commented upon, including random or unintelligible comments.
10. The guidelines described above should be displayed to users or made available by hyperlink. A copy of any content removed based on these guidelines must be retained, including the time, date, and identity of the poster when available.
11. The City reserves the right to restrict or remove any content that is deemed to be in violation of this social media policy or any applicable law.
12. The social media tools that are currently approved for use by Vineyard City are Twitter, Facebook, Instagram, Tik Tok, and City-sponsored blogs. If the use of other social media platforms is desired, such use must be approved by the mayor/designee.
13. All content created or posted on a City social media site shall belong to the City.
14. A comment posted by a member of the public (or an employee of Vineyard City) on any social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, Vineyard City, nor do such comments necessarily reflect the opinions or policies of Vineyard City.





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 14, 2022

Agenda Item: 7.3 Personnel Policy and Procedure Manual Amendments

Department: Attorney

Presenter: Jayme Blakesley

Background/Discussion: The creation of the formal social media policy makes it necessary to amend the personnel manual to reflect current regulations for the usage of City Owned social media platforms.

Fiscal Impact:
None

Recommendation:
Adopt amendments to the Personnel Policy and Procedures Manual by resolution.

Sample Motion:
“I move to adopt resolution 2022-40; amendments to the Personnel Policy and Procedures Manual as presented by staff.”

Attachments:
Resolution 2022-40
Personnel Manual amendments

RESOLUTION NO. 2022-40

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

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

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

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

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

Passed and dated this 14th day of September, 2022.

Julie Fullmer, Mayor

Attest:

Kelly Kloepfer, Deputy Recorder

~~F. Employees desiring to establish social networking accounts in order to publish information as an official representative of the City shall obtain approval from the mayor or designee. Social networking accounts that represent the city in an official capacity may be established for use only by the mayor or designee.~~

- ~~1. Employees that have personal blogging or social networking accounts not approved by the mayor or designee who desire to post comments or information concerning the City must make it clear that the views and opinions they express about work-related matters are their own, have not been reviewed or approved by the City, and do not necessarily represent the views and opinions of the City.~~
- ~~2. Employees engaging in online social networking and blogging activities are expected to remain respectful of the City, its employees, its services, its residents, and its contract agents. Material should not be posted that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful, or embarrassing to another person or entity. Further, employees should not engage in on-line activity that reflects or may reflect negatively on the City, its elected or appointed officials, affiliates, employees, clients, partners, vendors, and suppliers, or contains any content prohibited by the City's policies and procedures. Proper consideration should be given to avoid topics that could be inflammatory, such as religious or political views.~~
- ~~3. Social networking sites should be used in a positive manner and should not be the medium typically used to respond to negative issues.~~
- ~~4. Employees should not disclose private or confidential information, or information obtained in a setting for which the information was meant to be private.~~
- ~~5. Employee's networking accounts representing the city should properly identify themselves somewhere within the website with their name (or department when relevant) and should not post information on behalf of the city as an anonymous masked "cover name).~~
- ~~6. Posts should be accurate with employees being mindful of spelling, punctuation, and grammar. If errors in posts are found, employees should be up front about the mistake and correct the error quickly by posting new messages that clearly indicate the error.~~
- ~~7. Employees should ensure that online networking activities do not interfere with their daily job commitments and duties. Other adopted City policies regarding computer uses shall be adhered to. Privileges of using networking websites for official City-related matters may be revoked by the mayor or designee for any abuse of time and/or posting of inappropriate material or messages.~~

PERSONAL USE OF SOCIAL MEDIA

City employees shall exercise judgment in their personal use of social media. Employees shall not communicate orally, in writing, or via social media, social networking websites, or through other forms of in-person or electronic communication in such a way that would impair discipline or harmony among co-workers, have a detrimental impact on close working relationships for which personal loyalty and confidence are necessary, make it appear as if they are speaking on behalf of the City instead of in their individual capacity, or interfere with the normal operation of the employer's business. In addition, employees shall not communicate confidential, private, or protected information orally, in writing, or via social media, social networking websites, or through other forms of in-person or electronic communication.

The City has no desire to monitor or keep employees from enjoying social networking sites on their personal time. The following rules are in place to protect the City, its employees, its residents, and its customers. These rules are not intended to interfere with an employee's right to use electronic communication tools and social media networks in usual, harmless ways.

1. Because the City is a public employer, there is no right to privacy when posting on a social media site using City resources.
2. Employees engaging in online social networking are expected to remain respectful of the City, its employees, its services, its residents, and its contract agents. Employees shall not post, perpetuate, share, like, or participate in any materials or conversations that harass, threaten, disparage, or discriminate against anyone associated with the City; or that may be perceived by a reasonable person as such; or that are obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful, or embarrassing to another person or entity.
3. Unless specifically authorized, employees shall not state or imply in a post or text that they are communicating on behalf of the City. If authorized, employees must comply with the law and the City's Social Media Policy. Only those individuals authorized by the Mayor or City Manager, respectively, shall be permitted to post or respond to comments using the Mayor's or the City's official social media presences/handles.
4. Personal posts or comments should never represent, or appear to represent, the views of the City. Employees must properly identify themselves and should not post information about or relating to City business using an anonymous or masked name.
5. When participating on social networking sites, employees shall be respectful to the City, its elected officials, its employees, its contract agents, and its community partners.
6. Social networking activities should not interfere with work responsibilities.
7. The City's logo may only be used on City-approved sites or blogs.
8. Management may discipline an employee according to Section VIII Disciplinary Action for violations of this section or agency policy.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 09/14/2022

Agenda Item: 7.4 Amendments to the CDBG Program Agreement

Department: Recorder

Presenter: Pamela Spencer

Background/Discussion:

In 2016, Vineyard entered into an Interlocal Cooperation Agreement with Utah County to participate in the U.S. Department of Housing and Urban Development's (HUD) Community Development Block (CDBG) Grant Program. The Interlocal Cooperation Agreement was for Federal Fiscal Years 2017 through 2019 and successive 3-year periods thereafter. The Interlocal Agreement was amended in 2019 and was due to renew this year. However, due to federal regulations, changes have been made to Agreement 2016-633 Section 7, it became necessary to amend the agreement with Utah County to continue Vineyard's participation in the CDBG program. Those amendments were approved on May 25, and June 15, 2022. The HUD's Office of General Council has made additional minor changes to the agreement making it necessary to approve an additional amendment to the agreement.

Fiscal Impact:

N/A

Recommendation:

Staff recommends adoption of the additional amendments to CDBG Program agreement.

Sample Motion:

I move to adopt Resolution 2022-41, Amending the Participation Agreement Between Vineyard, Utah and Utah County to Participate in the Community Development Block Grant (CDBG) Program and allow the mayor to sign the amended agreement.

Attachments:

Resolution 2022-41

Amendment to 2016-633 agreement

RESOLUTION NO. 2022-41

**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 City Council, having determined that it is in the public interest and welfare of its residents, has negotiated an agreement with Utah County to amend the interlocal agreement entered into in 2016, and amended in 2022, allowing Vineyard to continue participating in the Community Development Block Grant (CDBG) program.

WHEREAS, HUD's Office of General Council has added additional minor changes to the agreement making it necessary to reapprove the amended agreement.

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 Amendment to Interlocal Agreement 2016-633 between Utah County and Vineyard City, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 14th day of September, 2022.

Mayor

Attest:

Kelly Kloepfer, Deputy Recorder

AGREEMENT NO. 2022 - _____

**AMENDMENT TO INTERLOCAL AGREEMENT 2016-633
BETWEEN UTAH COUNTY AND VINEYARD CITY**

THIS AMENDMENT, made and entered into this ____ day of _____ 2022, by and between **UTAH COUNTY**, a corporate and political body of the State of Utah, hereinafter referred to as the **COUNTY**, and **VINEYARD CITY**, a municipal corporation, hereinafter referred to as **CITY**.

WHEREAS, the above parties previously entered into Agreement No. 2016-633 relating to the Community Development Block Grant Program; and

WHEREAS, the above parties previously entered into Agreement No. 2019-560 and Agreement No. 2022-634 amending Agreement No. 2016-633 to update the Department of Housing and Urban Development (“HUD”) requirements; and

WHEREAS, the COUNTY and CITY desire to further amend Agreement No. 2016-633 to continue CDBG efforts and maintain compliance with HUD requirements.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY hereby amend Agreement No. 2016-633 to read as follows:

Section 1, second sentence:

1. This agreement covers the CDBG Entitlement and HOME programs.

Section 1, third to last sentence:

1. Subject to the termination provisions set forth in Paragraph 12, below, the City may terminate its participation in the agreement by giving written notice to the County prior

to the commencement of the next 3-year period; provided, however that this agreement will remain in effect in accordance with Paragraph 14 of this agreement.

Section 14

14. This agreement remains in effect until the CDBG and HOME funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods) are expended and the funded activities completed. Utah County and Vineyard City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

The remaining paragraphs of Agreements No. 2016-633, 2019-560, and 2022-634, which have not been amended herein shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendment to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Thomas V. Sakievich, Chair

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAWS:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney

VINEYARD CITY

VINEYARD CITY

By: _____
Mayor

Attest:

By: _____
City Recorder

REVIEWED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

By: _____
City Attorney



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 14, 2022

Agenda Item: 7.5 Approval of Amendment to Interlocal Agreement for Orem Fire Services

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:

One of the first things I recognized when I started back in February was the need to update our Orem Fire Services Interlocal Agreement to accurately represent our costs and provide further updates to our agreement. After months of drafting, we have an agreement to present. The primary changes to this agreement include the following:

- Removing the requirement to provide a full fire station by the end of 2023 to more accurately represent our fire service needs. We have the option to provide a temporary station with ambulance services if we want to wait to provide a fire station until 2026. Alternatively, if we're making significant progress on a full fire station prior to the end of 2023, we will not be penalized if we miss that end of 2023 deadline.
- The Orem Fire logo will include Vineyard's name on all personnel uniforms and apparatus operating in Vineyard.
- Vineyard will receive credit towards our annual dues for ambulance transportation services originating from Vineyard.
- Vineyard may choose to provide supplemental fire inspection services if we are ever unsatisfied with the timeliness of those services.

In exchange for these adjustments, Vineyard would agree to either employ or provide two years of severance to those whom Orem hired to service Vineyard if those individuals are not hired onto Vineyard's fire team if we ever decide to cancel this agreement. This was previously one year of severance.

Fiscal Impact:

FY23: savings of \$89,488 compared to the prior agreement (already included in the budget)

Recommendation:

Staff recommends the City Council approve the amendment to the interlocal agreement for Orem Fire Services as presented on consent.

Sample Motion:

I move to approve resolution 2022-42; Agreement #2022-36, amendment to the interlocal agreement for Orem Fire Services as presented.

RESOLUTION NO. 2022-42

**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 City Council, having determined that it is in the public interest and welfare of its residents, has negotiated an amended Interlocal Agreement with Orem City Fire Department for fire and EMS services.

**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 Amendment to Interlocal Agreement, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 14th day of September, 2022.

Mayor

Attest:

Kelly Kloepper, Deputy Recorder

AMENDMENT TO INTERLOCAL AGREEMENT
(Fire and EMS Services)

This Amendment to Interlocal Agreement (the “2022 Amended Agreement” or “Agreement”) is executed in duplicate this _____ day of _____, 2022, 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 Vineyard City, 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”), and 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 entered into Agreement A-2016-0091 on or about June 14, 2016 (the “2016 Interlocal Agreement”), outlining the terms of the contract for fire and EMS services from Orem; and

WHEREAS, Vineyard has now exceeded 5,500 ERU’s. For that reason and others stated herein, Orem and Vineyard find it necessary to amend the 2016 Interlocal Agreement to account for changes that have occurred since it was signed; and

WHEREAS, the amendments to the 2016 Interlocal Agreement are included herein; and

WHEREAS, Orem and Vineyard have each adopted resolutions authorizing their respective mayors to sign this 2022 Amended 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 2022 Amended 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 residents 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 2022 Amended 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. **Amendment.** To amend and replace the terms and conditions of the 2016 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 2022 Amended Agreement. (This 2022 Amended 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 2022 Amended 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, with the same priority assigned to calls for service in Vineyard as for those in Orem. 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 2022 Amended 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 2022 Amended 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 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. If Orem receives any payment from a third-party resource for hazardous materials response, one-half (1/2) of the net revenue Orem receives after all of Orem’s costs have been fully reimbursed will reduce Vineyard’s Annual Fee.

2.1.3. Fire Marshal, Prevention, Inspections, and Investigations. Except as otherwise provided herein, Orem agrees to provide Vineyard fire marshal, prevention, inspection, and investigation services as part of the Annual Fee.

2.1.3.1. 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 anticipates hiring 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. Vineyard will directly bill the business or industry for the cost of the inspection. (This payment will be in addition to the Annual Fee.) Vineyard acknowledges that the inspection fee is subject to change and agrees to adopt the inspection fee as it is established by Orem.

Vineyard will pay to Orem any 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.

2.1.3.5. **Backup Inspections.** In the event that the Orem Fire Marshal's office is unable or unwilling to perform a sufficient amount of inspections, finish them in a reasonably timely manner, or doesn't perform a specific type of fire inspection that Vineyard formally requires, Vineyard reserves the right to supplement the fire inspections to meet their needs. Vineyard will notify the Orem Fire Marshal's office in writing of any backup inspections.

2.2. **EMS Services.** Orem shall provide emergency medical services (including advanced life support), emergency transportation services, and behavioral emergency services in Vineyard (collectively "EMS services"). 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 as an independent credit of the Annual Fee paid by

Vineyard to Orem pursuant to this 2022 Amended 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; however, a service credit will be calculated and given as set forth in section 3.2.4, 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 currently operates a Public Safety Answering Point (PSAP). 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.

2.4. Redesign of Fire and EMS Insignia. Orem shall redesign the Orem Fire Department insignia and logo to include a direct reference to Vineyard on any insignia used by Orem employees on uniforms and equipment that routinely respond to Vineyard calls. A copy of the redesigned logo is attached to this 2022 Amended Agreement as **Exhibit "A"**.

3. Vineyard Obligations. Vineyard agrees to do the following in exchange for the fire and EMS services provided by Orem pursuant to this 2022 Amended 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 fire and EMS services to Vineyard pursuant to this 2022 Amended 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 Fee compensates Orem for its costs in providing fire and EMS service to Vineyard pursuant to this 2022 Amended 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 2022 Amended 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. The current number of ERU's in Vineyard is reflected in Exhibit B.

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 2022 Amended 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. The current number of ERU's in Vineyard is reflected in Exhibit B.

3.2.1.1.2.2. **Commercial Development.** For purposes of this 2022 Amended 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. The current number of ERU's in Vineyard is reflected in Exhibit B.

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). The current number of ERU's in Vineyard is reflected in Exhibit B.

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 are a total of 6,281 ERU's in Vineyard as of June 30, 2022.

3.2.1.2. **Cost per ERU.** The cost of each ERU is calculated with the formula as follows:

3.2.1.2.1. **ERU's in Orem.** There are approximately 33,980 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 10,297 ERU's, or one fire station per resident population of 30,648.

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 \$3,245,605. 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	\$2,101,607
ANCILLARY (UNIFORMS, FUEL, HAZMAT, DISPATCH, ETC.)	\$526,271
ADMINISTRATION @ 12% (CHIEFS, CLERICAL, ACCOUNTING, IT, HR, CLEANING, ETC.)	\$331,377
TOTAL WITH FIRE PREVENTION	\$2,959,255

CAPITAL & EQUIPMENT DESCRIPTION	TOTAL COST	USEFUL LIFE	ANNUALIZED COST
STATION (FE&E)	\$3,800,000	40	\$109,200
2 ACRES OF LAND FOR STATION	\$375,000	100	\$3,900
EQUIPMENT			
APPARATUS	\$625,000	14	\$78,571
0.5 APPARATUS (RESERVE)	\$103,125	7	\$25,929
AMBULANCE	\$200,000	5	\$50,000
0.75 AMBULANCE (RESERVE)	\$75,000	5	\$18,750
TOTAL	\$5,178,125		\$286,350

A more detailed and updated analysis of the factors included in this calculation is shown on the spreadsheet (the “Spreadsheet”) which is attached to this 2022 Amended Agreement as **Exhibit “B”** 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 fire station in Orem (using the factors identified in the Spreadsheet) by the estimated number of ERU’s in Vineyard at build-out. The current cost per ERU is reflected in Exhibit B.

3.2.2. Calculation of Service Fee. Vineyard shall pay Orem an annual Service Fee for providing the services described in this 2022 Amended 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..

3.2.3. Service Fee for Fiscal Year 2022/2023. The Service Fee for Fiscal Year 2022/2023 is \$1,577,294.40 (\$265.37 cost per ERU x 6,281 ERU’s = \$1,666,782.40 minus \$89,499 Ambulance Transport Credit (provided for in Section 3.2.4) totaling a Service Fee of \$1,577,294.40 for FY 2022/2023).

3.2.4. Service Credit for Ambulance Transports in Vineyard. Notwithstanding Section 2.2.1., Vineyard will receive a credit for revenue Orem actually collects from persons billed for ambulance transport services that originate in Vineyard (“Ambulance Transportation Credit”). For example, in 2021, there were 136 ambulance transports with an average revenue collection of \$658.00. This would result in an Ambulance Transportation Credit to Vineyard totaling \$89,488. Vineyard will receive this credit on an annual basis.

3.3. Insurance Fee. Orem is essentially self-insured for workers’ compensation and liability claims. Therefore, providing services to Vineyard pursuant to this 2022 Amended 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 2022 Amended 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 as set forth in Exhibit B.

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 2022/2023 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 as set forth in Exhibit B.

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 and as illustrated by Exhibit B)

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 2022/2023 is \$1,577,294.40 (\$1,588,337.95 Service Fee - \$89,488 Ambulance Transport Credit + \$78,444.45 Insurance Fee = \$1,577,294.40).

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. The Service Fee will be based on the four factors set forth in Section 3.2.2 according to the following formula: $\text{Factor \#1} \times \text{Factor \#2} \div \text{Factor \#3} = \text{Cost per ERU}$. $\text{Cost per ERU} \times \text{Factor \#4} = \text{Service Fee} - \text{Ambulance Transportation}$

Credit. 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 30 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 2022 Amended 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 and to include in that Annual Fee adjustment an annual price adjustment tied to the consumer price index.

3.4.2. **Items Not Included in Annual Fee.** Fire inspection 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. This review was completed 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).

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 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.

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 full-service fire station in Vineyard for Orem's use pursuant to this Agreement (the "Vineyard Fire Station") on or before December 31, 2026 which is three (3) years after the Temporary Station Operational Date. The parties anticipate that the Vineyard Fire Station will be needed and justified at 11,000 ERU's. Vineyard continues to grow at a rapid rate so time is of the essence. Orem shall provide the personnel, firefighting 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 fire and EMS service providers can perform their duties. Except as otherwise provided herein, Vineyard will pay for all ongoing 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 within the Vineyard city limits. Orem City's Fire Chief will be involved in the decision-making process of locating exactly where the Fire Station is going to be and its orientation and placement on the property. This will ensure the best proximity to be able to respond to all incidents.

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 EMS service providers, 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 on or before December 31, 2026 such that it is fully occupiable and operational for the provision of fire and EMS services. Vineyard agrees to begin design, construction and any other necessary work on the Vineyard Fire Station in time to meet this completion deadline.

3.5.4.1. **Temporary Station.** Before December 31, 2023 ("Temporary Station Operational Date"), Vineyard will acquire property and establish a facility with sufficient usable space to accommodate a 3-6 member EMS service provider crew with sufficient space to accommodate one (1) fire apparatus, and one (1) ambulance apparatus (the "Temporary Station"). The Temporary Station will act as a temporary fire station until the Vineyard Fire Station is completed. The actual number of EMS service providers assigned to the Temporary Station will be decided solely by Orem.

3.5.4.1.1. **Vineyard Obligations.** Vineyard shall pay for all costs associated with the purchase, construction, and installation of the Temporary Station including all furniture, fixtures and infrastructure needed for the operation of the Temporary Station. Vineyard must obtain any required permitting, zoning and other required approvals for the construction and operation of the Temporary Station. Vineyard shall be responsible for providing adequate real and personal property insurance for the Temporary Station and all fixtures, furniture and equipment housed therein.

3.5.4.1.2. **City Obligations.** Orem shall review and approve all building plans and designs for the Temporary Station to ensure they will adequately accommodate EMS service provider crew. Orem will provide all EMS service equipment to be used by crews at the Temporary Station.

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 service response and back-up in Vineyard, and (2) the Vineyard Fire Station may be used to provide fire and EMS services not only to Vineyard, but also 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 Vineyard 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 Vineyard Fire Station. Therefore, the parties agree to renegotiate how the Annual Fee will be calculated upon completion of the Vineyard Fire Station. The

purpose of recalculating the Annual Fee formula in advance of completing the Vineyard Fire Station is to give both parties confidence that completing and operating a Vineyard Fire Station is a viable option.

3.5.6.1. Credit for the Annualized Cost after Completion of the Vineyard Fire Station. Notwithstanding Section 3.5.6, upon completion of the Vineyard Fire Station, the annualized cost of the station will reduce the Annual Fee. It is anticipated this reduction will be calculated by calculating the building construction costs and the cost of acquiring the land divided by the useful life of the Vineyard Fire Station which the parties anticipate is approximately forty (40) years. For example: if the building construction costs are \$4,368,000 (including FF&E) and the useful life of the station is forty (40) years, then that building portion of the annualized cost reduction would be \$109,200; if the cost of acquiring the land for the station is \$390,000 and the land has a useful life of one hundred (100) years then the annualized cost of land acquisition would be \$3,900 making the total Annualized Cost reduction \$113,100.

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. If it has not already done so, Vineyard shall adopt (and amend as necessary) the fire code adopted and prescribed by the Utah Fire Prevention Board (currently the 2018 International Fire Code). If it has not already done so, 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. If it has not already done so, 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. If it has not done so already, 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. If it has not done so already, 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.** If it has not done so already, 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.** If it has not done so already and 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. **Traffic Signal Preemption.** Vineyard agrees to provide, at its own expense, traffic signal preemption devices 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, elected representatives, 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 2022 Amended 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 widespread man-made or natural disaster. Vineyard shall indemnify and hold Orem and its officers, officials, elected representatives, 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 2022 Amended Agreement.

4.4. **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 2022 Amended Agreement, when in fact the enactment never took place.

4.5. **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."

4.6. **Governmental Immunity.** Nothing in this 2022 Amended 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 term of this 2022 Amended Agreement shall be five (5) years, beginning on July 1, 2022 (the "Effective Date") and ending on June 30, 2027. Unless this Agreement is terminated by either party as set forth herein, this 2022 Amended Agreement shall be automatically renewed for three additional five-year terms (or until June 30, 2042).

5.2. **Termination.** Either party may terminate this 2022 Amended Agreement before the end of a term as set forth below:

5.2.1. **Termination for Cause.** Either party may terminate this 2022 Amended Agreement for cause before the expiration of a term if the other party fails to comply with any of the terms of this 2022 Amended Agreement.

5.2.1.1. **Cure Period.** A party desiring to terminate this 2022 Amended Agreement based on the other party's failure to comply with the terms of this 2022 Amended 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 2022 Amended 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 2022 Amended 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 2022 Amended Agreement, the parties agree, that except in cases of non-payment by Vineyard, that the termination for cause will not be effective until two complete fiscal years 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, 2022, the 2022 Amended Agreement would not terminate until June 30, 2025, giving Vineyard at least two complete fiscal years 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 2022 Amended Agreement. However, termination does not restrict a party from seeking any other remedy normally available at law, equity or this 2022 Amended Agreement, nor does it prohibit Orem from collecting past due payments from Vineyard.

5.2.2. Termination without Cause. Either party may terminate this 2022 Amended 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 2022 Amended Agreement without cause before June 30, 2040 if it gives Vineyard at least one complete fiscal year's notice of its intent to terminate the 2022 Amended Agreement. (For example, if Orem gives Vineyard notice of its intent to terminate the 2022 Amended Agreement on September 27, 2022, the 2022 Amended Agreement would not terminate until June 30, 2024, 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 2022 Amended Agreement without cause before June 30, 2039 if it gives Orem at least two complete fiscal years' notice of its intent to terminate the 2022 Amended Agreement. (For example, if Vineyard gives Orem notice of its intent to terminate the 2022 Amended Agreement on September 27, 2022, the 2022 Amended Agreement would not terminate until June 30, 2025.) In addition to the required notice, Vineyard will be required to pay Orem, on or before the termination date, two years of salary and benefits for each Orem employee hired to staff the Temporary Station or the Vineyard Fire Station (collectively "Vineyard Fire Station Employees"), but excluding any Vineyard Fire Station Employees hired by Vineyard as of the termination date. (The two years of salary and benefits is for the fiscal years 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 and used by Orem for the Temporary Station or the Vineyard Fire Station.

5.2.3. **Termination By Law or Necessity.** In addition to the other grounds for termination set forth in this 2022 Amended Agreement, Orem may terminate this 2022 Amended Agreement if (1) Orem discontinues providing any of the services provided for in this 2022 Amended 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 2022 Amended 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 2022 Amended Agreement. Orem shall have the right to terminate this 2022 Amended 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 2022 Amended Agreement to comply with the requirements of the Interlocal Cooperation Act:

6.1. **No Separate Entity.** This 2022 Amended 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 2022 Amended Agreement as part of their annual budget processes. The budget for the services provided in this 2022 Amended Agreement will be set by the parties each year pursuant to Section 3 of this 2022 Amended Agreement.

6.3. **Filing.** Orem and Vineyard shall each immediately file a copy of this 2022 Amended 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 four (4) members. Orem shall appoint two (2) board members and Vineyard shall appoint two (2) board members. Each party shall designate its board member(s) in writing to the other party and one (1) of the board members from each city must have an expertise or general familiarity with fire and EMS services and operations. A party may change its board member(s) at any time. The joint board shall meet as necessary but not less than two times per year to discuss the implementation of this 2022 Amended Agreement and to attempt to resolve any disputes related to this 2022 Amended Agreement.

6.4.1. **Specific Duties of the Board.** The joint board will be responsible for: (i) reviewing performance metrics; (ii) service levels; (iii) adequacy of services; (iv) operational concerns; (v) status of the Temporary Station and the Vineyard Fire Station

acquisition and implementation; and (vi) any other issues or concerns directly related to this 2022 Amended 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 2022 Amended Agreement and after termination of this Agreement. For example, Orem will own the fire apparatus and vehicles provided by Orem; Vineyard will own the Temporary and Vineyard Fire Stations and any furniture and computers it provides to furnish and equip the Temporary and Vineyard Fire Stations.

6.6. **Publication.** Orem and Vineyard agree to publish a post-approval notice of this 2022 Amended 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 2022 Amended Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

7.2. **Utah Law.** This 2022 Amended Agreement shall be interpreted pursuant to Utah law.

7.3. **Time of Essence.** Time shall be of the essence of this 2022 Amended 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 2022 Amended Agreement are for convenience only and do not constitute a part of the provisions hereof. This 2022 Amended Agreement supersedes and replaces all prior oral and written negotiations, understandings and agreements between the parties related to the subject matter of this 2022 Amended Agreement.

7.6. **No Presumption.** Both parties have participated in preparing this 2022 Amended Agreement. Therefore, the parties stipulate that any Court interpreting or construing the 2022 Amended Agreement shall not apply the rule of construction that the 2022 Amended Agreement should be more strictly construed against the drafting party.

7.7. **Amendments.** This 2022 Amended Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

7.8. **No Assignment.** This 2022 Amended Agreement shall not be pledged or assigned without the prior written consent of the non-assigning party.

7.9. **Binding Agreement.** This 2022 Amended 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 2022 Amended 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 City

Attn: City Manager
125 S. Main 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.

7.13. **Electronic Transaction Signature.** Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether

digital or encrypted, of the parties included in this 2022 Amended Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signatures.

7.14. **ACH Payment Only.** All payments owed by the City under this 2022 Amended Agreement shall be made using automated clearinghouse (“ACH”) bank transfers. The City will not make payments using checks, credit cards, or other means beyond an ACH transfer. Vineyard agrees to provide the City with the information necessary for an ACH transfer and authorizes the City to make payments to Vineyard through ACH transfers.

[SIGNATURES TO APPEAR ON NEXT PAGE]

Signed and entered into this _____ day of _____, 2022.

City of Orem

By: David A. Young, Mayor

ATTEST:

JoD'Ann Bates, City Recorder

Approved as to proper form and compliance with applicable law:

Steven Earl, Interim City Attorney

Vineyard City

By: Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder

Approved as to proper form and compliance with applicable law:

Jay Blakesley, Vineyard City Attorney

EXHIBIT A

MAIN LOGO



ALTERNATE LOGO



PRINCIPAL FONT:
AVENIR NEXT
(HEAVY)



FAVICON



FACEBOOK



INSTAGRAM

COLOR SCHEME



WHITE



BLACK



PANTONE COOL GRAY7C



PANTONE 187 C



PANTONE 485 C

EXHIBIT B

Annual Costs with 1 Full Station (in today's \$)

\$3,092,856		\$ 3,245,605.42
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Annual Costs at Build-Out	\$3,038,435.96
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Added Cost for 1st \$ Insurance Coverage:	\$ 152,749.23	\$ 2,959,255.42
\$3,030,999	\$ 149,694.25	

Orem Avg. ERU's per Station	10,297
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Annual Charge per ERU

\$ 252.88	\$ 12.49	\$ 265.37
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Orem Avg. Pop. Per Station	30,648
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Combined Avg. ERU per Station	12,200
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Total estimated ERUs:

1,355	2014	
1,658	2015	
2,340	2016	
3,768	2017	3368
4,506	2018	
4,951	2019	
5,711	2020	
6,281	2021	

Total Charge to Vineyard (to be updated Yearly):

\$ 342,700.65	2014	Added Cost for 1st \$ Insurance Coverage (Worker's Comp and Liability):
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\$ 383,873.01	2015	\$ 20,712.97	\$ 404,585.98
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\$ 591,751.76	2016	\$ 29,225.29	\$ 620,977.05
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\$ 952,790.88	2017	\$ 47,056.21	\$ 999,847.09	\$ 893,757.31 (minus 400 units permitted at end of 2017)
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\$ 1,139,499.28	2018	\$ 56,277.31	\$ 1,195,776.59
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\$ 1,252,001.71	2019	\$ 61,833.56	\$ 1,313,835.27
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\$ 1,444,111.16	2020	\$ 71,321.41	\$ 1,515,432.57
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\$ 1,588,337.95	2021	\$ 78,444.45	\$ 1,666,782.40	\$ 1,577,294.40 (minus \$89,488 for 136 ambulance transports within Vineyard during 2021 at \$658 collected on average for each)
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Town of Vineyard Residential Building Permits			
Year	Single Family	Multi Family	Total
Pre-1996	27	0	27
1996	2	0	2
1997	0	0	0
1998	1	0	1
1999	2	0	2
2000	0	0	0
2001	0	0	0
2002	0	0	0
2003	0	0	0
2004	0	0	0
2005	0	0	0
2006	0	0	0
2007	0	0	0
2008	1	0	1
2009	5	0	5
2010	12	0	12
2011	19	0	19
2012	78	0	78
2013	79	128	207
2014	127	816	943
2015	166	113	279
2016	316	355	671
2017	419	991	1410
2018	339	383	722
2019	210	220	430
2020	167	588	755
2021	142	428	570
Total Units:			6,134

Town of Vineyard Industrial ERUs		
Acreage	Square Footage	ERUs (4 ERUs/ac)
14.55	633,798	58

Town of Vineyard Commercial/Retail ERUs		
Year	Square Footage	ERUs (4 ERUs/ac)
2015	264,467	24.3
2016	115,219	10.6
2017	192,960	17.7
2018	177,867	16.3
2019	162,127	14.9
2020	51,089	4.7
2021	3,711	0.34
Totals:	967,440	89

Projected ERUs Based on Geneva-Anderson Buildout Plans					
Use	GP SLU	ERU/AC	Acres	Sq. Ft.	Additional Units
Office	PO	8	80	3,500,000	643
Retail	CC	4	46	2,000,000	184
Light Industrial	LI	4	115	5,000,000	459
Apartments	MDR	10	N/A	N/A	7,500
Single Family	LDR	4	N/A	N/A	3,200
Total Estimated Future ERUs:					11,986

BUILDING PERMIT SUBMITTALS

Year	Type of Housing	# Building Permit Submittals	# Housing Units
2014 TOTALS			
2014	Single Family Detached	127	127
2014	Multi Family Townhomes	58	292
2014	Multi Family Apartments	21	524
2014	Commercial	3	
2014	Other - Basement Finishes, Additions, etc.	38	
TOTALS FOR 2014		247	943

2013 TOTALS			
2013	Single Family Detached	79	79
2013	Multi Family Townhomes	0	0
2013	Multi Family Apartments	4	128
2013	Commercial	1	
2013	Other - Basement Finishes, Additions, etc.	32	
TOTALS FOR 2013		116	207

Town of Vineyard Staff	
Aric Jensen, Town Planner	
Phone:	801-718-7945
Email:	aricj@knowltongeneral.com
Hours:	Contract
Kinsli McDermott, Planning Technician	
Phone:	385-236-3857
Email:	kinslim@vineyardtown.com
Hours:	9am-2pm
Jake McHargue, Treasurer	
Phone:	801-226-1929
Email:	jacobm@vineyardtown.com
Hours:	Full-time
Geneva Anderson Staff	
Stewart Park, Project Manager	
Phone:	801-990-4926
Email:	stewart@and-dev.com
Hours:	N/A

Estimated Total Existing ERUs:	6,281
Estimated Total Future ERUs:	11,986
Remaining ERUs to be Built:	5,705

Notes:

Building Permits for Housing determined using US Census database: <http://censtats.census.gov/cgi-bin/bldgprmt/bldgdisp.pl>

Building Permits for Housing pre-1996 determined through visual survey of historic imagery

Current industrial ERU's determined through visual survey of imagery, 2015

Future ERU estimates determined using projected growth numbers provided by Geneva Anderson plans and staff

Station(s) Needed @ Buildout: 0.98
0.98

Orem Total ERUs Estimate -- as of 12/31/2018

Zone / Type / Use	Total	Total	SF to ERU	Total Acres	Acres to	ERUs	Total ERUs
Residential (in all Zones)							
Single Family	18,045						18,045
Multifamily	13,300						13,300
Total		31,345					31,345
Office Zones			5,445				Total Office Units
UVU Building Sq. Ft.		3,237,434		74	8	595	908
BP		560,434		13	8	103	
C1		401,563		9	8	74	
PO		86,085		2	8	16	
PD (Office)		657,664		15	8	121	
Total		4,943,180					
Commercial Zones			10,890				Total Commercial Units (Estimated)
C2		2,561,165		59	4	235	1,160
C3		257,309		6	4	24	
HS		1,468,767		34	4	135	
Districts (Non-Res.)		4,400,040		101	4	404	
PD (Commercial)		3,945,980		91	4	362	
Total		12,633,261					
Industrial Zones			10,890				Total Industrial Units (Estimated)
M1		251,969		6	4	23	567
M2		4,575,660		105	4	420	
CM		1,345,664		31	4	124	
Total		6,173,293					
Total ERUs Estimate:							33,980

* Data based on a building footprint, current zoning, existing units, and building permits issues as of 12/31/2019

Stations 3.30
Population 101,139

Orem Avg. ERU's per Station 10,297
Orem Avg. Pop. Per Station 30,648

Combined Avg. ERU per Station 12,200

Retail Conversion Factor

Location	Total Area	Buildable	Percent
Target	17.767	4.4985	25%
Smiths/Shopko Corner	23.5211	6.3085	27%
Winco (retail only)	18.7536	2.6913	14%
Harmons	8.9968	2.3165	26%
Lowes/BBB/Petco/Hobby	31.9328	9.6931	30%
Old RC Willey Strip Mall	21.7957	7.4338	34%
Army Surplus/S. State St (W)	10.6134	2.9397	28%
N. Ridleys (1600 N)	7.2737	1.939	27%
Walmart	19.2893	5.348	28%
Retail Average Acreage Utilized:			26%

Industrial Conversion Factor

Location	Total Area	Buildable	Percent
US Synthetic Block	17.1341	4.0781	24%
Orem Bus. Park A, B, D, J, X	13.24	3.6851	28%
Orem Central Bus. Park A & B	28.3392	10.814	38%
Industrial Average Acreage Utilized:			30%

Notes:

Office Sq. Ft. determined from State Street Plan inventory + 200,000 SF in 2016 (Mall 135,000 SF)
Retail & Industrial acreage compared using average acreage utilized to determine more accurate square footage estimate
Utilizes building centroid layer joined to parcel layer



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 14, 2022

Agenda Item: 7.6 Agreement with Federal Railroad Administration

Department: Engineering

Presenter: Naseem Ghandour, P.E.

Background/Discussion:

City Staff has been working with the Union Pacific (UP), Utah Department of Transportation (UDOT), and Federal Railroad Administration (FRA) regarding the rail consolidation of the UP-rail spur line along Geneva Road from 1600 North Road to 400 South Road in Orem. Vineyard City had applied for and awarded \$6 million of federal funds through the FRA, with Vineyard City contributing \$10 million of funds already allocated to this project.

For Vineyard City to receive these federal funds, they must be administered through UDOT (a state agency) and enter an agreement with FRA. This agreement titled “AGREEMENT CONCERNING 49 USC § 22905(c)(1) FOR VINEYARD, UTAH RAIL PROJECT” (**See Attachment**) is in accordance with a United States Code, which outlines the conditions of grants concerning rail projects that use rights-of-way owned by a railroad and requires a written agreement exists between the applicant (Vineyard City) and the railroad to address items such as:

1. Any compensation between parties for property exchange(s).
2. Assurances regarding infrastructure capacity adequacy to accommodate existing and future freight and passenger operations.
3. An assurance by the railroad that collective bargaining agreements with the railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor.
4. An assurance that an applicant complies with liability requirements consistent with United States Code.

This document has been reviewed by staff and legal counsel of Vineyard City, UDOT, and UP. All parties agree to sign the document to present to FRA to finalize the award of federal grant dollars to Vineyard City via UDOT (the state agency).

Fiscal Impact:

\$6 million via Grant Funds from Federal Railroad Administration

\$10 million via Vineyard City from previously approved & budgeted project funds



VINEYARD CITY COUNCIL STAFF REPORT

Recommendation & Additional Options:

Recommendation:

Staff recommends the City Council approves and executes the Agreement Concerning 49 United States Code Section 22905(C)(1) For Vineyard, Utah Rail Project

Sample Motion:

I move to approve resolution 2022-43 allowing the mayor to sign the presented agreement document with Federal Railroad Administration for the Vineyard Utah Rail Project.

Attachments:

1. Resolution 2022-43
2. Agreement Concerning 49 United States Code Section 22905(C)(1) For Vineyard, Utah Rail Project
3. Project Overview: Purpose & Benefits

RESOLUTION NO. 2022-43

**A RESOLUTION AUTHORIZING THE MAYOR TO
SIGN AN 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 City Council, having determined that it is in the public interest and welfare of its residents, has negotiated an agreement with the Federal Railroad Administration to receive funding towards the removal of the Union Pacific rail spur line along Geneva Road from 1600 North to 400 South.

**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 AGREEMENT CONCERNING 49 USC § 22905(c)(1) FOR VINEYARD, UTAH RAIL PROJECT, in the form attached hereto as Exhibit A.

2. This resolution shall take effect upon passing.

Passed and dated this 14th day of September, 2022.

Mayor

Attest:

Kelly Kloepper, Deputy Recorder

AGREEMENT CONCERNING 49 USC § 22905(c)(1)
FOR VINEYARD, UTAH RAIL PROJECT

This AGREEMENT CONCERNING 49 USC § 22905(c)(1) FOR VINEYARD, UTAH RAIL PROJECT (the "Agreement") is entered as of _____, 2022 (the "Effective Date"), between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("UPRR"), **VINEYARD CITY**, a municipal corporation of the State of Utah ("Vineyard"), and **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("UDOT").

RECITALS

- A. The parties have entered this Agreement in connection with work that Vineyard will perform to construct a relocated portion of UPRR's Provo Industrial Lead, extending from Milepost 758.98 to Milepost 761.30 near Orem, Utah County, Utah ("Project Work"), which includes the exchange by UPRR and Vineyard of certain real property where the Project Work will occur (collectively with the Project Work, the "Project", where applicable).
- B. The parties acknowledge that Federal Railroad Administration ("FRA") will provide grant funding ("Grant" or "Grant Funding") to UDOT, as the primary recipient, which Grant Funding will be passed through to Vineyard, as the subrecipient (collectively, the "Grant Recipients", where applicable). UPRR and the Grant Recipients are entering into this Agreement to comply with certain FRA requirements governing FRA's award of the Grant Funding to the Grant Recipients for the Project.

THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and the following commitments, the parties hereby agree as follows:

1. The following commitment will apply in connection with the Project:

Vineyard hereby discloses that it has applied for the Grant and upon award, it will receive the Grant from the FRA (by pass-through from UDOT), to aid Vineyard in its completion of the Project. FRA may assist, guide, coordinate, or otherwise participate with the Grant Recipients in performance or management of the Project Work. As such, the applicable rules, regulations and provisions of (i) 23 C.F.R. § 140, Subpart I (re: Federal Aid Policy Guide), (ii) 23 C.F.R. § 646, Subparts A and B (re: Federal Aid Policy Guide), and (ii) 49 U.S.C.A. § 22905(c)(1) (re: Rail Improvement Grant), as of the Effective Date are incorporated into this Agreement by reference. In furtherance of the foregoing, specifically: (w) the Parties agree there will be no monetary compensation for use of the railroad rights-of-way; (x) in furtherance of the Grant Recipients' obligations under 49 USC §22905(c)(1)(B), the Grant Recipients and UPRR assure that the infrastructure built in connection with the Project Work would accommodate the existing and future passenger and freight railroad operations that are contemplated by UPRR as of the Effective Date in the area of the Project Work; (y) UPRR represents that any applicable existing collective bargaining agreements with UPRR employees will remain in full force and effect according to their terms for the work performed

Commented [JB1]: Reinserted to comply with 49 USC § 22905(c)(1)(A), which requires the agreement to include a statement that there will be no compensation or, . . . if there is compensation, what the compensation will be, specifically.

| by UPRR on the rail transportation corridor for the duration of the Project Work; and (z) as appropriate, the ~~Grant Recipients~~Parties assure that they shall comply with liability requirements consistent with 49 U.S.C. Section 28103.

2. The parties agree that they will incorporate this Agreement into subsequent agreements that may be entered in connection with the Project.

IN WITNESS WHEREOF, the parties affirm that by their authorized representatives below they have executed this Agreement as of the Effective Date.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Printed Name: _____
Title: _____

**VINEYARD CITY,
a municipal corporation of the State of Utah**

By: _____
Printed Name: _____
Title: _____

**UTAH DEPARTMENT OF
TRANSPORTATION,
an agency of the State of Utah**

By: _____
Printed Name: _____
Title: _____

Project Overview: Purpose & Benefits

Purpose

- Removal of Rail & Crossings along Geneva Road
- Access to Future Vineyard City Development

Benefits

- Improved Safety
- Access to Geneva Road
- Support Future Development





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 14, 2022

Agenda Item: 7.7 DABS Limited-service Restaurant Liquor License for Tsubame Sushi LLC

Department: Business Licensing

Presenter: Kelly Kloepfer, Business License Administrator

Background/Discussion:

Tsubame Sushi LLC owner Steven Swallow has applied for a Utah Department of Alcoholic Beverage Services (DABS) Limited-service Restaurant Liquor License, as well as a Vineyard Class B Liquor License for Restaurants for the Tsubame Sushi restaurant currently under construction at 576 N Mill Rd Suite C101.

DABS requires written consent from the municipality as part of DABS License applications. Tsubame Sushi LLC 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 DABS for the applicant to receive the DABS Limited-service Restaurant Liquor License.

Sample Motion:

I move to grant Local Consent for Tsubame Sushi LLC to be issued the DABS Limited-service Restaurant Liquor License.

Attachments:

Tsubame Sushi LLC - Vineyard Alcohol License Application
DABS License Information



VINEYARD
STAY CONNECTED

Alcohol License and Local Consent Application

125 S Main Street
Vineyard, UT 84059
801-226-1929

www.vineyardutah.org

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 Bar Beer License..... \$400
- ☐ Class A Liquor License for Bars \$300
- ☒ Class B Liquor License for Restaurants Limited \$300
- ☐ Class C Temporary Liquor License \$300

Bond amounts for each type of alcohol license

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

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).
(Background checks are not required by the city because the DABS requires them for their license.)
 - ☒ Alcohol License fee
 - ☒ Proof of Bond in the amount listed above, with Vineyard City listed as Obligee
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 Services (DABS) Alcohol License. You may contact them at 801-977-6800 with any questions.
4. After the Utah DABS 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: Tsubame Sushi LLC Local Business Phone: 801-380-4446

Address of proposed licensed premises: 576 N Mill Rd suite 101

State Sales Tax No.: 15529936-003-STC Federal ID #/FEIN: 88-1727000

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 1st Applicant if Partnership

Applicant: Steven Swallow Member
Name Title
[REDACTED] Vineyard UT 84059
Home Address City State ZIP
[REDACTED] 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: Tsubame Sushi
Corporate Address and Phone: 576 N Mill Rd suite 101 801-380-4446
Corporate Officers:
President: Steven Swallow Member
Name Title
43 S. Sterling Way Vineyard UT 84059
Home Address City State ZIP
[REDACTED] UT
Government ID/Driver License # State

Vice-President: NA
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. (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. (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

Applicant's Signature

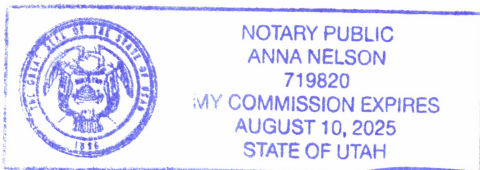
State of }

§

County of }

On the 10 day of September, 2022, personally appeared before me Steven Swallow

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.

Revised February 2021

RESTAURANT LIMITED

Limited-service restaurant liquor licenses are issued for the storage, sale, service, and consumption of wine, heavy beer, and beer on the premises of a restaurant that is engaged primarily in serving meals to the general public. Patrons may only purchase alcoholic beverages in conjunction with an order for food that is prepared, sold, and served at the restaurant. Each restaurant must maintain at least 70% of its total restaurant business from the sale of food.

Licensed restaurants may sell heavy beer and wine from 11:30 a.m. to midnight and beer until 1:00 a.m. Monday through Friday. On Saturday, Sunday, legal holidays, and private parties, the hours of sale may begin at 10:30 a.m.

A restaurant may have a visible bar with certain restrictions. If a restaurant bar has seating within 5 or 10 feet, depending on the approved floor plan, no one under 21 years of age may be seated there. The use of an I.D. scanner ([approved electronic age verification device](#)) is required for those persons who appear to be 35 years of age or younger, and who order beer.

Applications for new licenses must be submitted no later than the 10th of the month in order to be considered on that month's DABS commission agenda. However, more complex applications may take longer to research and may be deferred to another month's commission meeting by the DABS. Local licensing will also be required. Check with your local business licensing before applying with DABS. Incomplete applications will be rejected or returned and may then be resubmitted when complete. Please follow your application checklist carefully.

Restaurant licenses run from November 1st to October 31st and renewals must be submitted by September 30th annually.

Community Development

Date: September 14, 2022
From: Briam Amaya Perez, Planner II
To: City Council
Item: 7.8 The Yard Plat "D" Subdivision
Permit: PLAN22-029 (CityInspect, Development Module)
Address: 596 N Mill Road, Vineyard, Utah, 84059
Subdivision: Affecting the The Yard A
Applicant: Karla Mata
Owner: Eric Towner & Steve Hutchings, XDevelopment



ANALYSIS

The applicant, Karla Mata, is proposing boundary line adjustments to lots 2, 5, 6, 7, 8, 9, 10, and 11 of The Yard Plat "A" Subdivision. The applicant is accomplishing this through a Final Plat Amendment titled The Yard Plat "D" Subdivision. Staff has reviewed their proposal and have found it to meet the Vineyard City Subdivision Code and the requirements of the Utah County Recorder's Office. There are no changes to the existing utility easements and cross access easements that have been recorded on the original plat and at the Utah County Recorder's Office. No new lots are being created and the application does not affect any dwellings.

STAFF RECOMMENDATION

Staff recommends approval of The Yard Plat D Subdivision, provided the following conditions are met.

CONDITIONS

1. The applicant pays any outstanding fees and makes any redline corrections.
2. The applicant is subject to all federal, state, and local laws.

PROPOSED MOTION

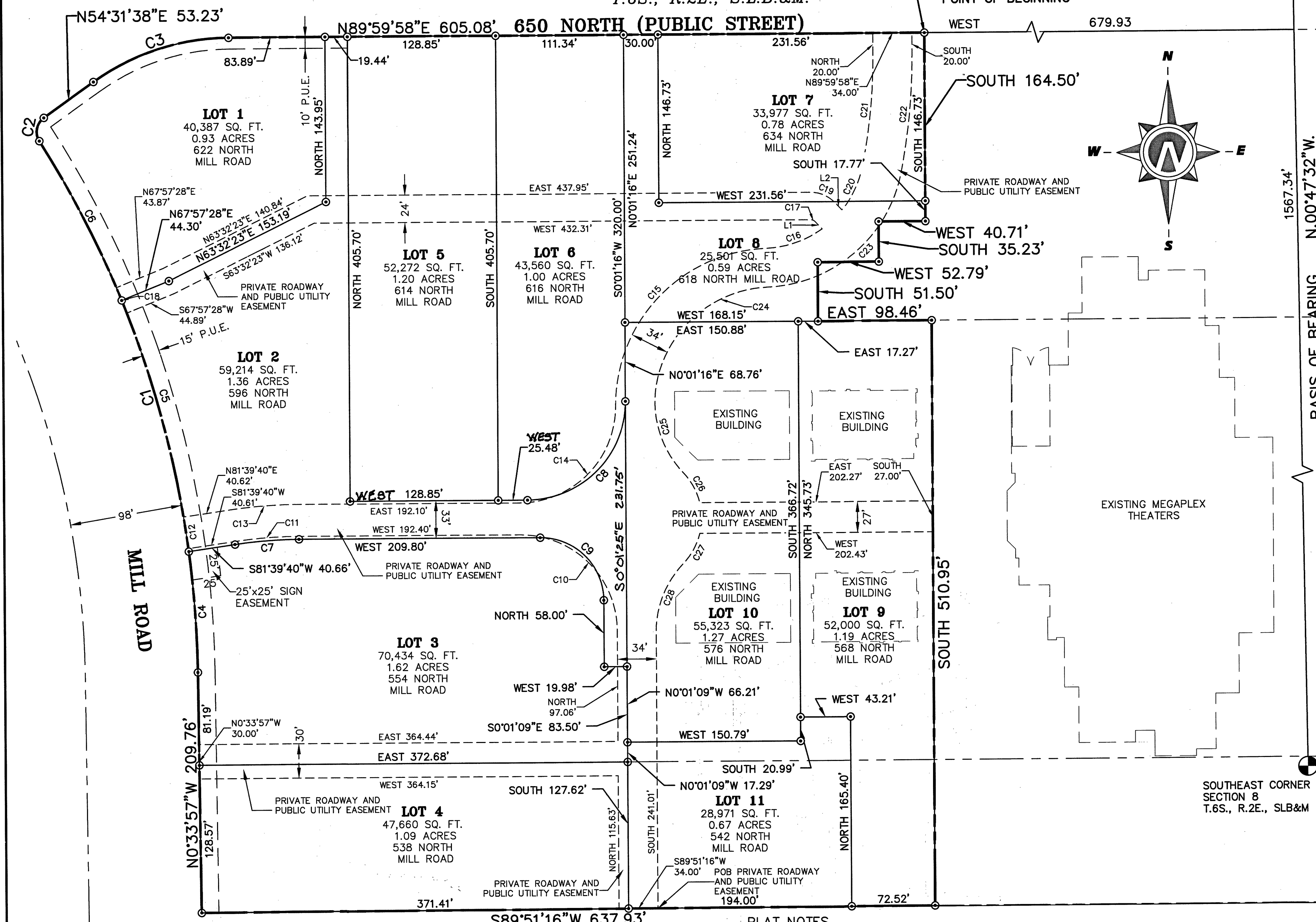
"I move to approve The Yard Plat D Subdivision, as requested by Karla Mata (XDevelopment), with the proposed conditions."

ATTACHMENTS

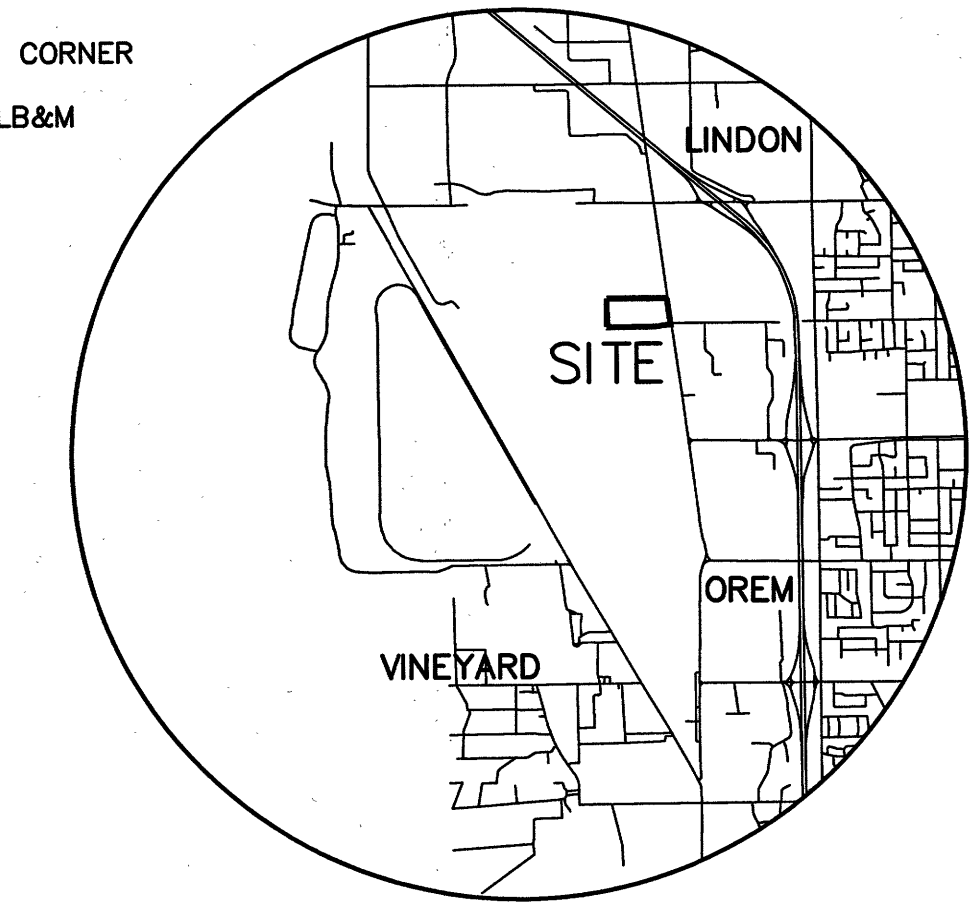
The Yard Plat A Subdivision (existing plat)

The Yard Plat D Subdivision (amended final plat)

THE YARD PLAT "A" SUBDIVISION **INCLUDING A VACATION OF** **MILL TOWN COMMERCIAL SUBDIVISION** **LOCATED IN SOUTH EAST 1/4 CORNER OF SECTION 8** **T.6S., R.2E., S.L.B.&M.**



EAST QUARTER CORNER
SECTION 8
T.6S., R.2E., S.L.B.&M



VICINITY MAP

LEGEND

- FOUND BRASS CAP
- ⊙ SET 5/8" IRON PIN
- △ CALCULATED POINT, NOT SET
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- EASEMENT
- ADJOINERS PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED BUILDING

QUESTAR GAS COMPANY

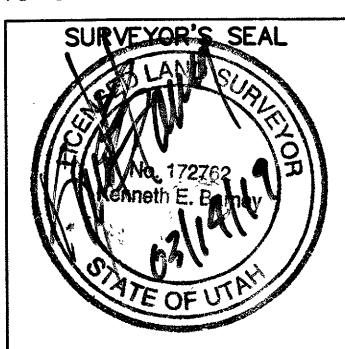
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THE DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED 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 DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 800-366-6532.

ROCKY MOUNTAIN POWER

- PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL RIGHTS AND DUTIES DESCRIBED THEREIN.
- PURSUANT TO UTAH CODE ANN. 17-27-603(4)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THE DEVELOPMENT. THIS APPROVAL DOES NOT EFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - A RECORDED EASEMENT OR RIGHT OF WAY
 - THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND FACILITIES OR
 - ANY OTHER PROVISIONS OF LAW.

Northern ENGINEERING INC
 ENGINEERING-LAND PLANNING
 CONSTRUCTION MANAGEMENT
 1040 E. 800 N.
 OREM, UTAH 84097
 (801) 802-8992

16674



NOTARY PUBLIC SEAL



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	490.67'	899.00'	484.61'	N16°12'07"W	31°16'19"
C2	22.61'	15.00'	20.53'	N11°20'41"E	86°21'54"
C3	125.68'	203.00'	123.68'	N72°15'48"E	35°28'20"
C4	105.67'	899.00'	105.61'	S3°55'59"E	6°44'04"
C5	227.77'	899.00'	227.16'	N14°33'31"W	14°31'00"
C6	157.23'	899.00'	157.04'	S26°49'47"E	10°01'15"
C7	55.89'	384.00'	55.84'	S85°49'50"W	8°20'20"
C8	134.63'	85.73'	121.22'	N45°00'38"E	89°58'44"
C9	86.39'	55.00'	77.78'	N45°00'00"W	90°00'00"
C10	131.95'	84.00'	118.79'	N45°00'00"W	90°00'00"
C11	56.26'	386.56'	56.21'	S85°49'50"W	8°20'20"
C12	28.00'	899.00'	28.00'	N82°11'18"W	1°47'05"
C13	60.34'	414.56'	60.28'	N85°49'50"E	8°20'20"
C14	131.92'	84.00'	118.77'	N45°00'38"E	89°58'45"
C15	210.06'	137.00'	190.08'	N43°56'44"E	87°50'57"

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C16	52.49'	89.00'	51.73'	N70°58'28"E	33°47'30"
C17	4.04'	5.00'	3.93'	N66°50'07"W	46°19'47"
C18	24.00'	899.00'	24.00'	N21°48'59"W	1°31'47"
C19	23.45'	29.00'	22.82'	S66°50'06"E	46°19'46"
C20	42.09'	89.00'	41.70'	N25°01'55"E	27°05'52"
C21	96.80'	483.00'	96.64'	N5°44'30"E	11°28'59"
C22	103.62'	517.00'	103.44'	S5°44'30"W	11°28'59"
C23	163.98'	123.00'	152.11'	S49°40'36"W	76°23'13"
C24	132.83'	103.00'	123.82'	S50°55'29"W	73°53'27"
C25	89.79'	90.00'	86.11'	S14°36'08"E	57°09'46"
C26	30.44'	58.00'	30.09'	S28°08'59"E	30°04'04"
C27	30.59'	58.00'	30.24'	S28°54'49"W	30°13'09"
C28	65.31'	85.00'	63.71'	S22°00'42"W	44°01'23"

PLAT NOTES

- PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL PLAT 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 STANDARDS, REGULATIONS AND ORDINANCES. BUILDING PERMIT WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
- NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREET DESIGNATED AS "PRIVATE" ON THIS PLAT. CITY REGULATIONS IN EFFECT AT THE TIME OF THE BUILDING PERMIT ISSUANCE.
- ALL DRAINAGE FROM A LOT SHALL BE CONTAINED WITHIN THE BOUNDARIES OF SUCH LOT UNLESS THE OWNER(S) OF THE LOTS AGREE TO CONSTRUCT A SHARED DRAINAGE FACILITY FOR USE BY SOME OR ALL LOTS LOCATED WITHIN THE YARD PLAT "A" SUBDIVISION. IN THE EVENT THAT A SHARED DRAINAGE FACILITY IS CONSTRUCTED, ALL SUCCESSOR OWNERS OF LOTS AGREE NOT TO CONSTRUCT ANY BUILDINGS OR OTHER IMPROVEMENTS, WHETHER TEMPORARY OR PERMANENT, THAT WOULD OBSTRUCT OR OTHERWISE INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE SHARED DRAINAGE FACILITY AND ASSOCIATED EASEMENTS.
- VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
- ALL BUILDING AND DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE VINEYARD ZONING ORDINANCE.

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	8.91'	N43°40'13"W
L2	8.91'	S43°40'13"E

10 30 60 120 180
 (24"x36")
 SCALE 1" = 60'
 (11"x17")
 SCALE 1" = 120'

SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 172762. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SURVEYED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-3-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

March 19, 2019
 DATE

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE N.00°47'32"W. A DISTANCE OF 1567.34 FEET; THENCE WEST A DISTANCE OF 679.93 FEET TO THE REAL POINT OF BEGINNING;

THENCE SOUTH A DISTANCE OF 164.50 FEET; THENCE WEST A DISTANCE OF 40.71 FEET; THENCE SOUTH A DISTANCE OF 35.23 FEET; THENCE WEST A DISTANCE OF 52.79 FEET; THENCE SOUTH A DISTANCE OF 51.50 FEET; THENCE EAST A DISTANCE OF 98.46 FEET; THENCE SOUTH A DISTANCE OF 510.95 FEET; THENCE S.89°51'16"W. A DISTANCE OF 637.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF MILL ROAD; THENCE N.00°33'57"W. A DISTANCE OF 209.76 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 899.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 490.67 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 31°16'19" AND A CHORD THAT BEARS N.16°12'07"W. A DISTANCE OF 484.61 FEET TO A POINT OF CURVATURE OF A 15.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.61 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 86°21'54" AND A CHORD THAT BEARS N.11°20'41"E. A DISTANCE OF 20.53 FEET; THENCE N.54°31'38"E. A DISTANCE OF 53.23 FEET TO A POINT OF CURVATURE OF A 203.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 125.68 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 35°28'20" AND A CHORD THAT BEARS N.72°15'48"E. A DISTANCE OF 123.68 FEET; THENCE N.89°59'58"E. A DISTANCE OF 605.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 509,293 SQ.FT. OR 11.69 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 19th DAY OF March, A.D. 2019

Eric Towner, Manager, GOD Mill, LLC

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
 COUNTY OF UTAH }
 ON THIS 14th DAY OF March, A.D. 2019, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION NUMBER 895093, Annabelle Medina, NOTARY PUBLIC COMMISSIONED IN UTAH

MY COMMISSION EXPIRES June 27, 2021, Annabelle Medina, NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

VINEYARD PLANNING COMMISSION CHAIR, Vineyard Attorney

DATE: 04/20/2019, DATE: 4/11/2019

DATE: 04/08/2019, DATE: 4/11/2019

DATE: 6/25/2019

THE YARD PLAT "A" SUBDIVISION

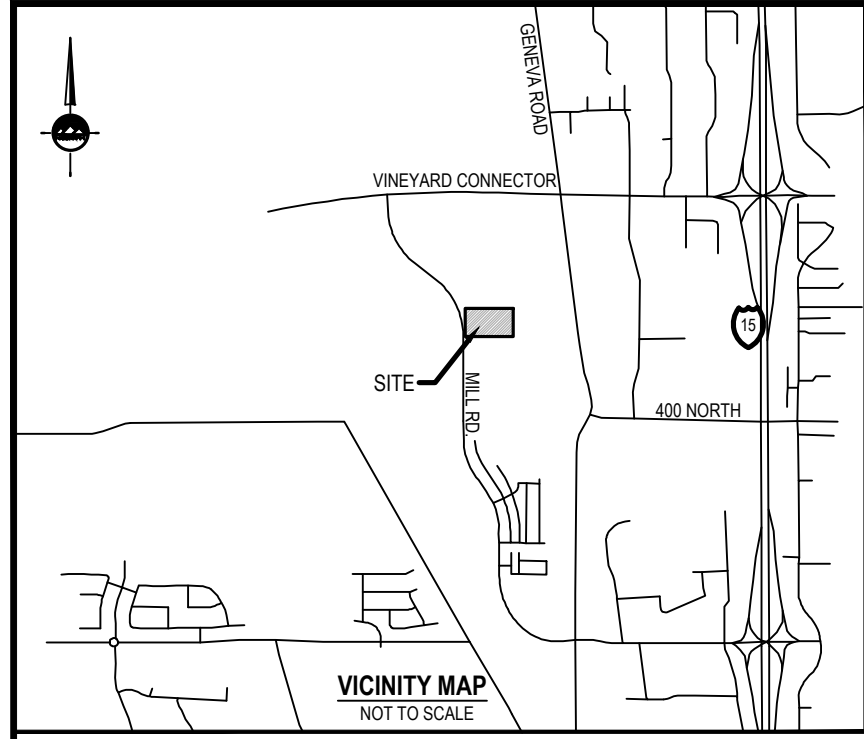
INCLUDING A VACATION OF MILL TOWN COMMERCIAL SUBDIVISION

LOCATED IN SECTION 8, T.6S., R.2E., S.L.B.&M.

TOWN OF VINEYARD, UTAH COUNTY, UTAH

SCALE: 1" = 60' FEET

Sec. 8-6-2E T4 095
 (Vacating Mill Town Commercial Sub.)



THE YARD PLAT "D" SUBDIVISION

VACATING LOTS 2, 5, 6, 7, 8, 9, 10 AND 11 OF THE YARD PLAT "A" SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN
VINEYARD, UTAH COUNTY, UTAH
N 89°59'58" E 521.18'

650 NORTH STREET
(PUBLIC STREET)

LOT 6
63,501 sq. ft.
1.458 acres
[616 NORTH MILL ROAD]

LOT 7
39,118 sq. ft.
0.898 acres
[634 NORTH MILL ROAD]

LOT 2
61,590 sq. ft.
1.414 acres
[596 NORTH MILL ROAD]

LOT 5
29,791 sq. ft.
0.684 acres
[614 NORTH MILL ROAD]

LOT 8
73,623 sq. ft.
1.690 acres
[576 NORTH MILL ROAD]

LOT 9
40,743 sq. ft.
0.935 acres
[568 NORTH MILL ROAD]

LOT 10
42,447 sq. ft.
0.974 acres
[642 NORTH MILL ROAD]

D=14°31'00"
R=899.00
L=227.77'
CB=N 14°33'30" W
C=227.16'

D=8°20'20"
R=384.00
L=55.89'
CB=S 85°49'50" W
C=55.84'

D=90°00'00"
R=55.00
L=86.33'
CB=N 45°00'00" W
C=77.78'

WEST 19.98'
N 0°01'09" W
83.50'

PLAT NOTES

1. PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL PLAT APPROVAL OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE 20 DAY OF 20.
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL STANDARDS, REGULATIONS AND ORDINANCES.
3. BUILDING PERMIT WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
4. NO BUILDING PERMIT WILL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IN EFFECT AT THE TIME OF THE BUILDING PERMIT ISSUANCE.
5. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREET DESIGNATED AS "PRIVATE" ON THIS PLAT.
6. DRIVEWAYS AND LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
7. ALL DRAINAGE FROM A LOT SHALL BE CONTAINED WITHIN THE BOUNDARIES OF SUCH LOT UNLESS THE OWNER(S) OF THE LOTS AGREE TO CONSTRUCT A SHARED DRAINAGE FACILITY FOR USE BY SOME OR ALL LOTS LOCATED WITHIN THE YARD PLAT "B" SUBDIVISION. IN THE EVENT THAT A SHARED DRAINAGE FACILITY IS CONSTRUCTED, ALL SUCCESSOR OWNERS OF LOTS AGREE NOT TO CONSTRUCT ANY BUILDINGS OR OTHER IMPROVEMENTS, WHETHER TEMPORARY OR PERMANENT, THAT WOULD OBSTRUCT OR OTHERWISE INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE SHARED DRAINAGE FACILITY AND ASSOCIATED EASEMENTS.
8. VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
9. ALL BUILDING AND DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE VINEYARD ZONING ORDINANCE.
10. THE LOTS SHALL BE SUBJECT TO THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS RECORDED SIMULTANEOUSLY WITH THIS PLAT.

ROCKY MOUNTAIN POWER NOTES:

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - 2.1. A RECORDED EASEMENT OR RIGHT-OF-WAY
 - 2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - 2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
 - 2.4. ANY OTHER PROVISION OF LAW.

Domion Energy Utah - Note:
Questar Gas Company dba Domion Energy Utah, approves this plat for the purpose of approximating the location, boundaries, course and dimensions of the Rights-of-Way and Easement Grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The Rights-of-Way and easements are subject to numerous restrictions appearing on the recorded right-of-way and easement grant(s). Domion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Domion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service, for further information please contact Domion Energy Utah's Right-of-Way Department at 800-366-8532.

EAST QUARTER CORNER
SECTION 8
T6S, R2E, SLB8M
(FOUND BRASS CAP)

LEGEND

- SECTION CORNER
- EXISTING MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL, STAMPED "ENSIGN ENG. & LAND SURV." AT ALL LOT CORNERS, OFFSET PINS TO PLACED IN BACK OF CURBS
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE

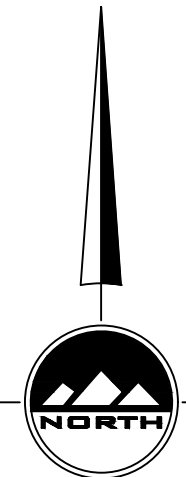
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	85.73'	96.00'	64°09'29"	S57°55'15"W	91.06'
C2	137.00'	46.68'	19°31'26"	S9°46'58"W	46.46'
C3	137.00'	163.37'	68°19'31"	S53°42'27"W	153.86'
C4	137.00'	210.06'	87°50'57"	N43°56'44"E	190.08'
C5	89.00'	118.66'	76°23'13"	N49°40'36"E	110.06'
C6	483.00'	96.80'	11°28'59"	N5°44'30"E	96.64'

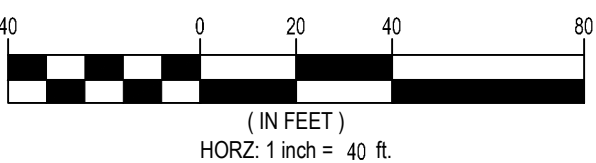
EASEMENT NOTES

20. Agreement to Grant Easement and terms, conditions and limitations contained therein, recorded on March 8, 2005, as Entry No. 24142.2005 of Official Records. (Blanket in nature)
22. An Easement in favor of Anderson Geneva, LLC, recorded December 21, 2009, as Entry No. 130273.2009 of Official Records. (Blanket in nature)
24. An Easement in favor of Questar Gas Company, recorded August 22, 2014 as Entry No. 59419.2014 of Official Records.
25. An Easement in favor of Rocky Mountain Power, recorded August 22, 2014 as Entry No. 59420.2014 of Official Records.
26. An Easement in favor of Rocky Mountain Power, recorded July 23, 2016, as Entry No. 68881.2016 of Official Records
33. East Commercial Area Land Use Covenant and the terms, conditions and limitations contained therein, recorded on November 22, 2010, as Entry No. 101636.2010 of Official Records.

SOUTHEAST CORNER
SECTION 8
T6S, R2E, SLB8M
(FOUND BRASS CAP)



HORIZONTAL GRAPHIC SCALE



SALT LAKE CITY
45 W, 10000 S., Suite 500
Sandy, UT, 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON
Phone 801.547.1100
TOOELE
Phone 435.843.3560
CEDAR CITY
Phone 435.855.1653
RICHFIELD
Phone 435.886.2983

SHEET 1 OF 1

PROJECT NUMBER : 6435K
MANAGER : BDM
DRAWN BY : SJL
CHECKED BY : PMH
DATE : 8/11/22

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on said plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as THE YARD PLAT "D" SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning at a point on the Southerly Right-of-Way Line of 650 North, said point also being the Northwest Corner of The Forge Plat "A" Subdivision, Lot 9, recorded as Entry No. 5688.2017 and Filing No. 15378 in the Office of the Utah County Recorder, said point also being North 00°47'32" West 1567.38 feet along the section line and West 679.92 feet from the Southeast Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running

thence along the Westerly Boundary Line of said The Forge Plat "A" Subdivision the following seven (7) courses:
(1) South 164.50 feet;
(2) West 40.71 feet;
(3) South 35.23 feet;
(4) West 52.79 feet;
(5) South 51.50 feet to the Northerly Line of Lot 9 of The Yard Plat "A" Subdivision;
(6) East 98.46 feet;
(7) South 510.95 feet to the Northerly Boundary Line of Lot 2 of The Yard Plat "B" Subdivision;
thence South 89°51'16" West 266.52 feet along said Northerly Boundary Line to the Southeast Corner of Lot 4 of The Yard Plat "A";
thence North 127.61 feet along the Easterly Boundary Line of said Lot 4 to the Southeast Corner of Lot 3 of The Yard Plat "A";
thence along the Easterly and Northerly Line of said Lot 3 the following seven (7) courses:
(1) North 00°01'09" West 83.50 feet;
(2) West 19.98 feet;
(3) North 58.00 feet;
(4) Northwesterly 86.39 feet along the arc of a 55.00 foot radius curve to the left (center bears West and the chord bears North 45°00'00" West 77.78 feet with a central angle of 90°00'00");
(5) West 206.80 feet;
(6) Northwesterly 55.89 feet along the arc of a 384.00 foot radius curve to the left (center bears South and the chord bears South 85°49'50" West 55.84 feet with a central angle of 08°20'20");
(7) South 81°39'40" West 40.66 feet to the Easterly Right-of-Way Line of Mill Road;
thence along said Easterly Right-of-Way Line Northwesterly 227.77 feet along the arc of a 899.00 foot radius curve to the left (center bears South 82°42'00" West and the chord bears North 14°33'30" West 227.16 feet with a central angle of 14°31'00") to the Southerly Line of Lot 1 of The Yard Plat "A" Subdivision;
thence along said Lot 1 the following three (3) courses:
(1) North 67°57'28" East 44.30 feet;
(2) North 62°32'23" East 153.19 feet;
(3) North 145.85 feet to the Southerly Right-of-Way Line of 650 North Street;
thence North 89°59'58" East 521.18 feet along said Southerly Right-of-Way Line to the point of beginning.

Contains 350,820 Square Feet or 8.054 Acres and 7 Lots.

OWNER'S DEDICATION

Know all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

THE YARD PLAT "D" SUBDIVISION

do hereby dedicate the streets, public utility easements and other public areas as indicated hereon for the perpetual use of the public. In witness whereof I / we have hereunto set our hand (s) this 08/11/22 day of August, A.D., 2022.

LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
County of)
On the 08/11/22 day of August, A.D., 2022, I, Patrick M. Harris, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the owner of the above described property as a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: 08/11/25
RESIDING IN Salt Lake COUNTY.

LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
County of)
On the 08/11/22 day of August, A.D., 2022, I, Patrick M. Harris, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the owner of the above described property as a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: 08/11/25
RESIDING IN Salt Lake COUNTY.

ACCEPTANCE BY LEGISLATIVE BODY

THE LEGISLATIVE BODY OF VINEYARD CITY UTAH APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

THIS 08/11/22 DAY OF August, A.D. 2022

VINEYARD CITY PLANNER/CITY PLANNER
DATE: 8/11/22

VINEYARD ATTORNEY
DATE: 8/11/22

VINEYARD ENGINEER
DATE: 8/11/22

CITY MANAGER
DATE: 8/11/22

CLERK/RECORDER
DATE: 8/11/22

THE YARD PLAT "D" SUBDIVISION

VACATING LOTS 2, 5, 6, 7, 8, AND 10 OF THE YARD PLAT "A" SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE AND MERIDIAN
VINEYARD, UTAH COUNTY, UTAH

SURVEYOR'S SEAL PATRICK M. HARRIS 286882	NOTARY PUBLIC SEAL PATRICK M. HARRIS 286882	CITY ENGINEER'S SEAL	CLERK-RECORDER SEAL
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VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 14, 2022

Agenda Item: 7.9 Authorize City Manager to Enter into an Agreement Between Cadence / Goodboro, the LDS Church, and Vineyard City

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:

The Holdaway Fields developers (Cadence / Goodboro) are entering into a land exchange with the LDS church. As part of that exchange, they are deeding them portions of the right-of-way (ROW) of 400 South. Our current agreement with Cadence and Goodboro requires them to deed the entirety of their current ROW on 400 S to the city once it has been developed. Because of this land exchange, the city needs to enter into a separate agreement between the city, Cadence and Goodboro, and the LDS Church to ensure that the city still receives the same level of improvements on 400 S that were initially determined. To continue to help Cadence / Goodboro move this project along, staff is recommending that the council authorize the city manager to work out the details of and enter into this separate agreement that will be referenced within the original development agreement.

Fiscal Impact:

Negligible

Recommendation & Additional Options:

Recommendation:

Staff recommends the city council authorize the city manager to approve the agreement regarding the ROW transfer between Cadence / Goodboro, the LDS church, and the city.

Sample Motion:

I move to approve and authorize the city manager to enter into an agreement between Vineyard City, Cadence / Goodboro, and the LDS church.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 14, 2022

Agenda Item: 7.10 Approve an Addendum to an Agreement with Sage Government Solutions

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:

With a significant increase in federal and state grant money available, it has become essential for Vineyard City to increase its lobbying efforts to receive needed infrastructure funding for our downtown development, water tank and pipeline, and future critical infrastructure needs that will support our massive population growth.

Fiscal Impact:

\$100,000 expense, revenues from these efforts anticipated to pay for these expenses.

Recommendation & Additional Options:

Staff recommends the city council approve an addendum to our agreement with Sage Government Solutions for increased lobbying efforts.

Sample Motion:

I move to approve the addendum to the agreement with Sage Government Solutions.



Community Development

Date: September 14, 2022
From: Morgan Brim, Community Development Director
To: City Council
Item: 10.1 Public Hearing – Proposal to allow car wash facilities as a permitted use in the RC District
Applicant: Jaden Rasmussen with Tagg-N-Go
Location: Applies to the Regional Commercial District

BACKGROUND:

The applicant, Tag N Go Carwash is seeking a zoning text amendment to modify use parameters of the zoning use table to change Carwash Facilities from a conditional accessory use to a permitted use in the Regional Commercial (RC) District. The current allowance of a conditional accessory use means a conditional use permit is required and the use can only be ancillary to the primary use of the site (E.g. Gas station containing an automated carwash). During the 2017 update of the zoning ordinance, the Planning Commission and City Council considered locations for future carwashes and preferred limiting the use to an accessory use in the RC District. Currently, the zoning ordinance allows for stand-alone carwashes in several commercial districts, including the M District as a permitted use; FOI and RMU Districts as a conditional use; and the recently adopted GRMU District as permitted use with development standards. In total, the city has allocated approximately 715 acres within Vineyard with zoning providing allowances for stand-alone carwashes. If this request is approved, an additional 160 acres (RC District) would allow for stand-alone car washes which would affect the majority of Geneva Road frontage property.

Of note, the city has received two applications along Geneva Road for carwashes with the sites noted in the map below.



GENERAL PLAN:

The General Plan does not provide detail regarding car wash facilities. The following strategies appeared to relate to the applicant's request.

Goals	Comments
Goal 4: Encourage a pattern of growth that reflects the City's ability to efficiently provide necessary services and anticipates the resource needs of future generations.	The proposal would affect the entire RC zoning district of approximately 160 acres. The city already contains 715 acres of land which allow for stand-alone car wash facilities.
Goal 4: Ensure the City's long-term fiscal health by taking measures to establish a larger tax base of both property and sales tax revenues.	The applicant has indicated a desire to construct a carwash facility fronting Geneva Road south of 400 South. A carwash would generate sales tax.
Goal 5: Establish zoning that encourages strategic, accessible and centralized economic centers that will integrate appropriately into the community.	Currently the zoning spreads out stand-alone car wash facilities. This proposal would further disperse car wash facilities throughout the city. The city may want to consider limiting carwashes within a centralized area.

RECOMMENDATION:

The Planning Commission held a public hearing on September 7, 2022 and received no comments. The Planning Commission recommended denial of applicant's request and suggested the applicant consider applying for a rezone to a district that supports stand alone carwashes as opposed to amending the Regional Commercial district.

Staff is recommending the City Council hold the public hearing and consider comments from the public and potential impacts of approving or denying the applicant's request.

OPTIONAL MOTIONS:

- Motion to approve Ordinance 2022-16, to modify the Regional Commercial district changing Car Wash Facilities to a permitted use.
- Motion to approve Ordinance 2022-16, to modify the Regional Commercial district changing Car Wash Facilities to a permitted use with the following conditions or modifications...
- Motion to deny Ordinance 2022-16, to modify the Regional Commercial district changing Car Wash Facilities to a permitted use, finding that...
- Motion to continue consideration of Ordinance 2022-16, to modify the Regional Commercial district changing Car Wash Facilities to a permitted use, to the next City Council meeting with direction to city staff (or applicant) to...

ATTACHMENTS:

- Proposed Ordinance 2022-16 and Application Material

**VINEYARD
ORDINANCE 2022-16**

**AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE
VINEYARD ZONING ORDINANCE SECTION 15.12.050 DISTRICT USE TABLE,
TO CHANGE CAR WASH FACILITIES FROM A CONDITIONAL ACCESSORY
USE TO A PERMITTED USE IN THE REGIONAL COMMERCIAL ZONING
DISTRICT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND
SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the Vineyard Planning Commission has reviewed the proposed ordinance and held a public hearing on September 7, 2022, and made a recommendation of denial to the City Council of the proposed text amendment; and

WHEREAS, the Vineyard Planning Commission found the proposal would impact the entire Regional Commercial District and the proposed use could have negative impacts to adjacent neighborhoods such as noise, traffic, and access conflicts; and

WHEREAS, the Vineyard City Council held a public hearing on September 14, 2022, and considered public comments, information provided by staff and potential impacts to Vineyard residents.

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

SECTION 1: **AMENDMENT** “15.12.050 District Use Table*” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.12.050 District Use Table*

1. District Use Table: The district use table lists all use types and zoning districts where the use type is permitted (P), allowed through the provision of a conditional use permit (C), permitted as an accessory use (A) to a principal use or permitted for temporary timeframe (T).
2. Prohibited Uses: All uses marked with an “x” in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.
3. Additional Requirements: In addition to requirements listed at the bottom of the district use table, additional requirements for specific uses are listed in [VZC 15.14 Special Purpose Districts](#), VZC 15.32 General Property Development Standards and VZC 15.34 Supplementary Development Standards of the zoning ordinance.

Accessory Use: An accessory use, unless otherwise permitted in the zoning ordinance, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site. P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non-Permitted Use; X^x = Indicates Additional Standards Below

NCNP

ZONING DISTRICT USES		O S	A - 1	R & A - 5	R E - 2 0	R - 1 - 1 5	R - 1 - 1 0	R - 1 - 8	R - 2 - 1 5	H D R - 1	H D R - 2	R M U	F M U	B P	R C	N C	FOI	M	PF		
RES IDE NTI AL ⁸	Clinical Support Housing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P ₈	N	N	N		
	Dwelling, Multiple-Family	N	N	N	N	N	N	N	N	N	P	P	P	N	N	N	N	N	N		
	Dwelling Single-Family	N	P	P	P	P	P	P	P	P	N	P	N	N	N	N	N	N	N		
	Dwelling, Two-Family	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N	N	N	N		
	Model Home or Unit	N	P	P	P	P	P	P	P	P	P	P	N	N	N	P	N	N	N		
	Residence for Persons with a Disability	N	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	N	P ₂	N	N	N		
	Residence for Persons with a Disability that are Substance Abuse Facilities located within 500 feet of a school	N	C ₅	C ₅	C ₅	C ₅	C ₅	C ₅	C ₅	C ₅	C ₅	N	N		N	N	N	N			
	Residential Facility for Elderly Persons	N	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	N		C ₅ N	N	N	N	N
	Residential Lease, Short-term	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
	Agriculture, Commercial	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N			
	Animal	N	N	N	N	N	N	N	N	N	N	P	N	N	P	C	P	P	N		

Hospital																			
Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Cannabis Production Establishment	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	p ⁸	p ⁸	N
Car Wash	N	N	N	N	N	N	N	N	N	N	C	N	N	<u>P</u> E 3	N	C	P	N	
Chemical Manufacture, Storage, and Distribution (Existing)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Commercial Day Care/Preschool Center	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	C	C ³	N	N
Commercial Plant Nursery	N	C	C	N	N	N	N	N	N	N	C	N	N	P	N	P	P	N	N
Commercial Recreation, Indoor	N	N	N	N	N	N	N	N	N	N	C	C	C	P	P	N	N	N	N
Commercial Recreation, Outdoor	N	C	C	N	N	N	N	N	N	N	C	N	C	C	N	N	N	N	N
Composting Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
Construction Sales and Service	N	N	N	N	N	N	N	N	N	N	P	N	N	C	N	C	P	N	N
Contractor's Office/Storage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N
Distribution Center	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	N	N	P	N
Drive-thru Facility	N	N	N	N	N	N	N	N	N	N	P ₇	P ₇	N	P ₇	N	N	p ⁷	N	N
Dry Cleaning	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	P	N	N	N
Financial Institution	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	P	N	N	N
Flammable Liquids or																			

CO MM ERC IAL	Gases Manufacture, Storage and Distribution	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	C	N
	Funeral Home/Mortuary	N	N	N	N	N	N	N	N	N	N	C	N	C	N	C	N	N	N
	Golf Course	C	C	C	N	C	N	N	N	N	N	N	N	N	N	N	N	N	N
	Health and Fitness Facility	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	N	N	N
	Hotel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	N	N	N
	Hybrid Production Facility	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	P	N	N
	Kennel, Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P ²	P ²	N
	Kennel, Outdoor Commercial	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C ²	C ²	N
	Laundry, Commerical	N	N	N	N	N	N	N	N	N	N	C	C	N	N	N	P	P	N
	Laundry, Self Serve	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
	Manurfacturing, Heavy	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Manufacturing, Light	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	P	P	N
	Medical and Dental Clinic	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	N	N	N
	Medical or Dental Laboratory	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N
	Motel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	N	N	N
	Motor Vehicle Fueling Station	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	C	N	N
	Nightclub	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	N	N	N
	Nursing Care Facility	N	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	N	N
	Nursing Home, Convalescent Care	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
															P				

Office	N	N	N	N	N	N	N	N	N	N	N	P	P	P	4	P	p ⁴	N	N	
Pawnshop	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N	
Personal Care Services	N	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N	
Personal Instruction Service	N	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	C	N	N	
Pharmacy	N	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	N	N	N	
Pharmacy, Medical Cannabis	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	p ⁸	N	N	
Private Club	N	N	N	N	N	N	N	N	N	N	N	C	C	C	C		NC	N	N	
Restaurant	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N	
Retail Sales and Services	N	N	N	N	N	N	N	N	N	N	N	P	P	P ₃	P	P	p ³³	N	N	
Retail Sales and Services (Community Commercial)	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	P	N	N	N	
Retail Sales and Services (Regional)	N	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	N	N	N	
Salvage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N			
Sexually Oriented Business	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
Storage - Self Service Mixed-Use Facility	N	N	N	N	N	N	N	N	N	N	N	C ₂	N	C ₂	C ₂	C ₂	C ²	N	N	
Storage - Self Service	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	
Storage of Recreational Vehicles	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N			
Trailer/RV Camping Facilities	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N			
Vehicle and Equipment Rental	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	N
Vehicle and																				

	Equipment Repair (Major)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	N				
	Vehicle and Equipment Repair (Minor)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	C	C	C	C	P	N
	Vehicle and Equipment Sale and Rental New or Used (Heavy)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N				
	Vehicle and Equipment Sale or Rental New or Used (Light)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	N	N			
	Warehouse	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	P	P	N			
	Warehouse Club	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	N	N	N			
	Wholesale Distribution	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	P	P	N			
	Assembly, Place of	N	C ₁	C ₁	C ₁	C ₁	C ₁	C ₁	C ₁	C ₁	C ₁	C	C	C	N	C	N	N	N			
	Commuter and Light Rail Facilities and Station	N	N	N	N	N	N	N	N	N	N	P	P	C	C	C	C	C	C			
	Earth Station (Satellite Dish Farm)	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	P	N		
PUB LIC	Educational Facility	N	C	C	C	C	C	C	C	C	C	P	P	P	C	P	N	N	N			
	Emergency Care Facility	N	N	N	N	N	N	N	N	N	N	p	P	C	N	N	N	N	N			
	Environmental Remediation Activities	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	P	P	P			
	Farmers' Market	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N	N	C			
	Helipoint	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	N	N	C	N		
	Hospital	N	N	N	N	N	N	N	N	N	N	C	C	N	N	N	N	N	N			
	Liquor Store (State Owned)	N	N	N	N	N	N	N	N	N	N	C	C	N	C	C	N	N	N			
	Major Facility of a Public	C	C	C	C	C	C	C	C	C	C	C	N	N	C	N	C	C	C			

AN D INS TIT UTI ON AL	Utility																		
	Minor Facility of a Public Utility	P	P	P	P	P	P	P	P	P	P	C	C	P	C	C	P	P	P
	Museum	N	N	N	N	N	N	N	N	N	N	P	P	C	C	P	N	N	N
	Open Space and Trails	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Parks and Associated Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Park and Ride Facility	N	N	N	N	N	N	N	N	N	N	P	N	C	N	N	P	P	N
	Power Plant	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N		C	N
	Public Use	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
	Recycling Collection Center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	P	N
	Recycling Processing Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
	Transit Passenger Hub (Intermodal)	N	N	N	N	N	N	N	N	N	N	P	P	N	C	N	C	C	C
	Wireless Telecommunica tions Site/Facility	N	C ₂	C ₂	N	N	N	N	N	N	N	C ₂	C ₂	C ₂	N	N	C ²	C ²	C ²
	Accessory Building	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	N	P ₂	N	N	N
	Accessory Dwelling Unit	N	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	N	N	N	N	N
	Accessory Dwelling Unit for Owner or Employee	N	P	P	N	N	N	N	N	N	N	N	N	N	N	P	C	C	N
	Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Domestic Livestock and Fowl	N	P ₂	P ₂	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Home Day Care																		

AC CES SOR Y USE S	(one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N
	Home Day Care (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
	Home Occupation	N	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	P ₂	N	N	N
	Home Preschool (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N
	Home Preschool (eight to ten children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
	Household Pets, Noncommercial	N	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	N	P ₂	N	N	N
	Open/Outdoor Display of Products or Merchandise	N	N	N	N	N	N	N	N	N	N	C	N	N	C	C	C	P	N
	Seasonal Use	T ₅	N	N	N	N	N	N	N	N	N	T ₅	T ₅	T ₅	T ₅	T ₅	T ⁵	N	N
	Sign - Temporary	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ₆	T ⁶	T ⁶	T ⁶
	Swimming Pool	P	C ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	P ₂	N	N	N
	Temporary Use	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ₅	T ⁵⁵	T ⁵	T
	Tennis Court/Sports Court	C	C	C	C	C	C	C	C	C	C	N	N	N	N	P	N	N	C

1. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in VZC 15.60 of this ordinance are permitted.

2. See VZC 15.34 for additional use development standards.

3. Use is allowed as an accessory use to a principle use.

4. Use shall not exceed 25% of the net square footage of a single building or development.

5. See VZC 15.26 for additional use standards.

6. See VZC 15.48 for signage requirements.

7. In accordance with the District Use Table above, drive-thru facilities complying with all standards listed in [Section 15.34.190](#) Part 1 through 11 of the VZC are considered a permitted use. Drive-thru facilities containing a drive aisle between the building's front façade and the front property line shall require the approval of a conditional use permit. See [Part 12 of Section 15.34.190](#) of the VZC.

8. Use shall meet all licensing requirements as required by Utah State Code and conform to [Section 15.34.210](#) Cannabis Production Establishments and Medical Cannabis Pharmacies development standards of this title.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard

15.12.050 District Use Table*

1. District Use Table: The district use table lists all use types and zoning districts where the use type is permitted (P), allowed through the provision of a conditional use permit (C), permitted as an accessory use (A) to a principal use or permitted for temporary timeframe (T).
2. Prohibited Uses: All uses marked with an “x” in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.
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P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non-Permitted Use; X^x = Indicates Additional Standards Below

NCNP

ZONING DISTRICT USES		O S	A -1	R & A - 5	R E - 2 0	R - 1- 1 5	R - 1- 1 0	R - 1- 8	R - 2 - 1 5	H D R - 1	H D R - 2	R M U	F M U	B P	R C	N C	FOI	M	PF
RESIDENTIAL ⁸	Clinical Support Housing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P ₈	N	N	N
	Dwelling, Multiple-Family	N	N	N	N	N	N	N	N	N	P	P	P	N	N	N	N	N	N
	Dwelling Single-Family	N	P	P	P	P	P	P	P	P	N	P	N	N	N	N	N	N	N
	Dwelling, Two-Family	N	N	N	N	N	N	N	P	P	N	P	P	N	N	N	N	N	N
	Model Home or Unit	N	P	P	P	P	P	P	P	P	P	P	N	N	N	P	N	N	N
	Residence for Persons with a Disability	N	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	N	P ₂	N	N	N
	Residence for Persons with a Disability that are Substance Abuse Facilities located within 500 feet of a school	N	C ₅	C ₅	C ₅	C ₅	C ₅	C ₅	C ₅	C ₅	C ₅	N	N		N	N	N	N	

	Residential Facility for Elderly Persons	N	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	N	C ⁵ N	N	N	N	N
	Residential Lease, Short-term	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
COMMERCIAL	Agriculture, Commercial	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N			
	Animal Hospital	N	N	N	N	N	N	N	N	N	N	P	N	N	P	C	P	P	N	
	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
	Cannabis Production Establishment	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P ⁸	P ⁸	N	
	Car Wash	N	N	N	N	N	N	N	N	N	N	C	N	N	C ₃	N	C	P	N	
	Chemical Manufacture, Storage, and Distribution (Existing)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Commercial Day Care/Preschool Center	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	C3	N	N	
	Commercial Plant Nursery	N	C	C	N	N	N	N	N	N	N	C	N	N	P	N	P	P	N	
	Commercial Recreation, Indoor	N	N	N	N	N	N	N	N	N	N	C	C	C	P	P	N	N	N	
	Commercial Recreation, Outdoor	N	C	C	N	N	N	N	N	N	N	C	N	C	C	N	N	N	N	
	Composting Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	
	Construction Sales and Service	N	N	N	N	N	N	N	N	N	N	P	N	N	C	N	C	P	N	
	Contractor's Office/Storage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	
	Distribution Center	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	N	P	N	
	Drive-thru Facility	N	N	N	N	N	N	N	N	N	N	P ₇	P ₇	N	P ₇	N	N	P ⁷	N	
	Dry Cleaning	N	N	N	N	N	N	N	N	N	N	P	P	N	P	P	P	N	N	
	Financial Institution	N	N	N	N	N	N	N	N	N	N	P	P	C	P	P	P	N	N	
	Flammable Liquids or Gases Manufacture, Storage and Distribution	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	C	N	
	Funeral Home/Mortuary	N	N	N	N	N	N	N	N	N	N	C	N	C	N	C	N	N	N	
	Golf Course	C	C	C	N	C	N	N	N	N	N	N	N	N	N	N	N	N	N	
	Health and Fitness Facility	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	N	N	N	
	Hotel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	N	N	N	



Community Development

Date: Wednesday, September 14, 2022
From: Briam Amaya Perez, Planner II
To: City Council
Item: 10.2 Ordinance 2022-17; Moderate Income Housing Element of General Plan
Permit: NA
Address: 125 S Main St., Vineyard, Utah, 84059
Parcel No: NA
Applicant: City Initiated
Owner(s): NA

SUMMARY

During the September 7, 2022, Planning Commission meeting, the Commission approved the below listed strategies selected from Utah State Code 10-9a-403, with the exception of Strategy I, "Amend land use regulations to allow for single room occupancy developments." Commissioner Tay Gudmundson expressed concerns regarding the negative impact that this strategy could have on the existing demographics of Vineyard City, particularly the negative effects on families. In her opinion, this strategy would create an influx of single-room occupancy developments that would, overtime, become the preference of developers because of their lucrative nature and begin to slowly push families out of Vineyard. She expressed that there are some cities in parts of the country where they have seen this trend occurring where they have implemented single-room occupancy developments. A discussion ensued touching on the many ways that this strategy could be defined and regulated through zoning. Zoning gives cities the ability to manage the intensity, location, distribution, percentages, and other facets relating of how this could be carried out. In the end, some concerns remained and the Commission decided it would be best to remove Strategy I from the list of recommendations of approval to the City Council. The Commission asserted that this strategy could be revisited in a future meeting and ordinance if the City truly desired to prioritize such an initiative. In summary, Strategy I did not make the final cut and was removed from Ordinance 2022-17. City Staff committed to perform additional research on the effects of single-room occupancy developments and their effects on demographics.

BACKGROUND

Through HB462 (update to SB34 from 2019), the State of Utah is requiring that all municipalities update their moderate income housing plans (MIHP) by October 1, 2022. Vineyard City's MIHP is also the Moderate Income Housing element (chapter) of the General Plan.

Vineyard's MIHP must include at least four (4) of the State's guiding strategies outlined in Utah Code 10-9a-403 'General Plan Preparation' because it possessed a "fixed guideway transit station" (train or BRT station). Municipalities with a fixed guideway transit station must include strategy V in their moderate income housing element. Vineyard must also determine and adopt an appropriate and realistic implementation plan to bring these strategies to life over the next five year. This implementation plan should be developed in a way that there is flexibility so that the jurisdiction can make adjustments as

needed over time. The implementation plan should also identify specific measures and benchmarks for the strategies. This allows the jurisdiction and general public to understand exactly what needs to happen and creates a method of verifying and determining if the moderate income housing plan is being met.

Finally, Vineyard City must submit these updates to the Department of Workforce Services (DWS) by October 1, 2022. The report for 2022 shall include: a description of each moderate income housing strategy selected by the municipality for implementation, and a five-year implementation plan.

In this week's meeting, the Commission will review a draft of the strategies and implementation tactics that have been incorporated into the city's MIHP. They will vote to adopt or to reject this proposal.

NEW STRATEGIES SELECTED FROM 10-9A-403

- E) Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;
- F) Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
- H) Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities;
- I) Amend land use regulations to allow for single room occupancy developments; **This strategy was not recommended by approval to the City Council by the Planning Commission for the reasons stated above.**
- L) Reduce, waive, or eliminate impact fees related to moderate income housing;
- N) Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;
- O) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
- Q) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
- V) develop and adopt a station area plan in accordance with Section 10-9a-403.1;

****Implementation plans for each of the above listed strategies are outlined in Ordinance 2022-17.**

ATTACHMENTS

Comprehensive list of all strategies from State Code 10-9a-403 'General Plan Preparation'

Ordinance 2022-17.

**VINEYARD
ORDINANCE 2022-17**

AN ORDINANCE OF THE CITY OF VINEYARD APPROVING A GENERAL PLAN AMENDMENT TO UPDATE THE MODERATE INCOME HOUSING ELEMENT TO ALIGN WITH UTAH STATE CODE 10-9A-403; ESTABLISHING GOALS AND STRATEGIES TO ACHIEVE A GREATER INVENTORY OF MODERATE INCOME HOUSING STOCK; ESTABLISHING AN ACTION PLAN WITH TIMEFRAMES FOR EACH ADDITIONAL STRATEGY; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Vineyard City Planning Commission has reviewed the proposed update and held a public hearing on September 7, 2022, and made a recommendation to the City Council to update the City's Moderate Income Housing Plan which was originally approved in 2019 as part of the City's General Plan Update; and

WHEREAS, Moderate Income Housing is currently defined in Utah Code 10-9a-103; and

WHEREAS, State Law requires this plan to address topics outlined in the proposed update; and

WHEREAS, the staff has analyzed the current housing stock provided in Vineyard and found such an update should be made;

WHEREAS, The Vineyard City Council held a public hearing on September 14, 2022, reviewed the proposed General Plan Update, and considered the recommendation of the Planning Commission, evidence and testimony presented by City staff and other interested parties.

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

SECTION 1: **AMENDMENT** “9.08.030 Goal 3” of the Vineyard General Plan is hereby *amended* as follows:

AMENDMENT

9.08.030 Goal 3

PROVIDE THE FRAMEWORK FOR THE SUCCESSFUL INTEGRATION OF A MIX OF HOUSING TYPES IN THE COMMUNITY’S VARIOUS NEIGHBORHOODS.

1. **STRATEGY 1:** Identify sites to consider for affordable housing development, including higher density housing on smaller lot sizes to offer a mix of housing options that appeal to a variety of population demographics.
2. **STRATEGY 2:** Introduce and integrate rental units and moderate- income housing into neighborhoods by allowing higher-density development to act as a buffer between commercial and lower density, more affluent single-family residential areas.
3. **STRATEGY 3:** Encourage an appropriate mix of housing types and styles and require appropriate code compliance and property maintenance to sustain neighborhood individuality, quality and appearance.
4. **STRATEGY 4:** Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.
5. **STRATEGY 5:** Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.
6. **STRATEGY 6:** Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's owner vehicle, such as residential development near major transit investment corridors or senior living facilities.
7. **STRATEGY 7:** Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act.
- 8.

1.

SECTION 2: **AMENDMENT** “9.08.020 Goal 2” of the Vineyard General Plan is hereby *amended* as follows:

AMENDMENT

9.08.020 Goal 2

ENCOURAGE AND PROMOTE AFFORDABLE HOUSING DEVELOPMENTS BY INCENTIVIZING DEVELOPERS TO BUILD THIS TYPE OF HOUSING.

1. **STRATEGY 1:** Establish developer incentives that promote the construction of a variety of housing types including smaller, affordable units.
2. **STRATEGY 2:** Adopt ordinances which allow for a variety of residential areas and building types providing for a range of housing alternatives and densities to meet the needs of a diverse population.
3. **STRATEGY 3:** Reduce, waive, or eliminate impact fees related to moderate income housing.

4. **STRATEGY 4:** Develop and adopt a station area plan in accordance with Section 10-9a-403.1 of Utah State Code.

SECTION 3: **AMENDMENT** “9.08.010 Goal 1” of the Vineyard General Plan is hereby *amended* as follows:

AMENDMENT

9.08.010 Goal 1

PROVIDE OPPORTUNITIES FOR MODERATE INCOME HOUSEHOLDS TO PURCHASE ATTAINABLE HOUSING TO SUPPORT THE ECONOMIC VITALITY OF THE COMMUNITY.

1. **STRATEGY 1:** Identify and work with affordable housing programs like the Housing Authority of Utah County that will assist moderate income households in being able to purchase homes through voucher programs and discounts.
2. **STRATEGY 2:** Increase the availability of affordable single-family units by identifying areas that will be best suited for moderate income housing and incentivizing developers to undertake these projects.
3. **STRATEGY 3:** Incentivize the development of a range of housing types, including attached dwellings and multi-family units for purchase by streamlining development processes for units that will be affordable to moderate income households.
4. **STRATEGY 4:** Ensure that future regulations do not inhibit the development of moderate-income housing in appropriate locations and that the necessary infrastructure is available to support these projects.
5. **STRATEGY 5:** Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.
6. **STRATEGY 6:** Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing.

7.

SECTION 4: **AMENDMENT** “11.14.010 Goal 1” of the Vineyard General Plan is hereby *amended* as follows:

A M E N D M E N T

11.14.010 Goal 1

Implementation Matrix Key:

T - Time only; \$ - Small investment; \$\$ - Moderate Investment; \$\$\$ -Large investment/capital Expenditure

🕒 Short-term (0-4 years)

🕒🕒 Mid-term investment/capital expenditure (5-10 years)

🕒🕒🕒 Long Term (10+ years)

○ Ongoing

MODERATE INCOME HOUSING: GOALS/STRATEGIES	COST	TIMING
1: Provide opportunities for moderate income households to purchase attainable housing to support the economic vitality of the community.		
1: Identify and work with affordable housing programs like the Housing Authority of Utah County that will assist moderate income households in being able to purchase homes through voucher programs and discounts.	\$	○
2: Increase the availability of affordable single-family units by identifying areas that will be best suited for moderate income housing and incentivizing developers to undertake these projects.	\$	🕒
3: Incentivize the development of a range of housing types, including attached dwellings and multi-family units for purchase by streamlining development processes for units that will be affordable to moderate income households.	\$	○
4: Ensure that future regulations do not inhibit the development of moderate-income housing in appropriate locations and that the necessary infrastructure is available to support these projects.	T	○
<u>5. Implement a mortgage assistance program for employees of the municipality, an employer that provides contract services to the municipality, or any other public employer that operates with the municipality.</u>	\$	<u>(add one clock)</u>
<u>6. Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing or an other entity that applies for programs or services that promote the construction or preservation of moderate income housing.</u>	\$\$	<u>(add two clock)</u>

SECTION 5: **AMENDMENT** “11.14.020 Goal 2” of the Vineyard General Plan is hereby *amended* as follows:

AMENDMENT

11.14.020 Goal 2

Implementation Matrix Key:

T - Time only; \$ - Small investment; \$\$ - Moderate Investment; \$\$\$ -Large investment/capital Expenditure

🕒 Short-term (0-4 years)

🕒🕒 Mid-term investment/capital expenditure (5-10 years)

🕒🕒🕒 Long Term (10+ years)

○ Ongoing

MODERATE INCOME HOUSING: GOALS/STRATEGIES	COST	TIMING
2: Encourage and promote affordable housing developments by incentivizing developers to build this type of housing.		
1: Establish developer incentives that promote the construction of a variety of housing types including smaller, affordable units.	\$	🕒
2: Adopt ordinances that allow for a variety of residential areas and building types providing for a range of housing alternatives and densities to meet the needs of a diverse population.	T	🕒
<u>3. Reduce, waive, or eliminate impact fees related to moderate income housing.</u>	\$	(Add one clock)
<u>4. Develop and adopt a station area plan in accordance with Section 10-9a-403.1 of Utah State Code.</u>	\$\$	(Add one clock)

SECTION 6: **AMENDMENT** “11.14.030 Goal 3” of the Vineyard General Plan is hereby *amended* as follows:

AMENDMENT

11.14.030 Goal 3

Implementation Matrix Key:

T - Time only; \$ - Small investment; \$\$ - Moderate Investment; \$\$\$ -Large investment/capital Expenditure

🕒 Short-term (0-4 years)

🕒🕒 Mid-term investment/capital expenditure (5-10 years)

⌚⌚⌚⌚ Long Term (10+ years)

○ Ongoing

MODERATE INCOME HOUSING: GOALS/STRATEGIES	COST	TIMING
3: Provide the framework for the successful integration of a mix of housing types in the community's various neighborhoods.		
1: Identify sites to consider for affordable housing development, including higher density housing or smaller lot sizes to offer a mix of housing options that appeal to a variety of population demographics.		
2: Introduce and integrate rental units and moderate-income housing into neighborhoods by allowing higher-density development to act as a buffer between commercial and lower density, more affluent single-family residential areas.		
3: Encourage an appropriate mix of housing types and styles and require appropriate code compliance and property maintenance to sustain neighborhood individuality, quality and appearance.		
<u>4. Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.</u>	T	(Add one clock)
<u>5. Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.</u>	T	(Add one clock)
<u>6. Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's owner vehicle, such as residential development near major transit investment corridors or senior living facilities.</u>	T	(Add one clock)
<u>7. Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act.</u>	\$	(Add one clock)

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard

UTAH CODE 10-9A-403 'GENEAL PLAN PREPARATION'

Below are the lists of strategies that may be selected and incorporated into Vineyard's MIHP:

- a) rezone for densities necessary to facilitate the production of moderate income housing;
- b) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;
- c) demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing;
- d) identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate income housing;
- e) create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;
- f) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
- g) amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;
- h) amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities;
- i) amend land use regulations to allow for single room occupancy developments;
- j) implement zoning incentives for moderate income units in new developments;
- k) preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund;
- l) reduce, waive, or eliminate impact fees related to moderate income housing;
- m) demonstrate creation of, or participation in, a community land trust program for moderate income housing;
- n) implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;
- o) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
- p) demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing;

- q) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
- r) eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530;
- s) create a program to transfer development rights for moderate income housing;
- t) ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing;
- u) develop a moderate income housing project for residents who are disabled or 55 years old or older;
- v) develop and adopt a station area plan in accordance with Section 10-9a-403.1;
- w) create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones; and
- x) demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing; and



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 14, 2022

Agenda Item: 10.3 Amending the Purchasing Policy

Department: Finance

Presenter: David Mortensen

Background/Discussion:

The city last amended the purchasing policy in 2018. The Finance Department is reviewing all fiscal policies of the city to identify areas that can be improved to increase the effectiveness and efficiency of the city's operations and ensure that best practices are being followed.

Significant changes proposed include adjusting the dollar amount thresholds where certain approvals would be required to make purchases, adjusting the dollar amount thresholds where price quotes, RFP, or sealed bids are required, addition of an exception to bid process allowing the city to "piggyback" off of other recent government entity contracts awarded using a competitive process, addition of request for qualifications language, addition of bid procedure language, addition of local vendor preference language, addition of language prohibiting cost-plus-a-percentage-of-cost profit contracts except under special circumstances and with approval of council, addition of language stating the consequences of violating the policy, and the addition of other miscellaneous items such as definitions, clarifications, grammatical corrections, etc.

Fiscal Impact:

None

Recommendation:

Option 1: Adoption of the resolution amending the purchasing policy as proposed.

Option 2: Adoption of the resolution amending the purchasing policy with changes noted by the City Council.

Sample Motion:

I move to adopt the resolution amending the purchasing policy of Vineyard City as proposed by staff (or with City Council changes).

Attachments:

Resolution 2022-44
Purchasing Policy

RESOLUTION NO. 2022-44

A RESOLUTION AMENDING THE PURCHASING POLICY FOR VINEYARD CITY

WHEREAS, Section 10-6-122 UCA requires that all purchases or encumbrances thereof by a city shall be made or incurred according to the purchasing procedures established by each city by ordinance or resolution, and

WHEREAS, the City Council of Vineyard has previously adopted a policy to govern purchasing and procurement for the City and now wishes to amend that policy.

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

- Section 1. The City Council hereby adopts the amended Purchasing Policy, which is attached hereto and incorporated herein by reference.
- Section 2. A copy of the Purchasing Policy shall be placed in the Vineyard City Offices and be available for review.
- Section 3. This resolution shall take effect immediately upon passage.
- Section 4. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 14th day of September 2022.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Kelly Kloepfer, Deputy Recorder

PURCHASING POLICY OF VINEYARD CITY

ARTICLE 1 GENERAL PROVISIONS

A. Purpose.

1. To ensure fair and equitable treatment of all persons who wish to or do conduct business with Vineyard City.
2. To provide for the greatest possible economy in City procurement activities.
3. To foster effective broad-based competition within the free-enterprise system to ensure that the City will receive the best possible service or product at the lowest possible price.

B. Compliance.

1. This policy shall not prevent the City from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.
2. When procurement involves the expenditure of federal assistance funds, the City shall comply with applicable federal law and regulations.
3. State law (Section 11-39-101 et seq., Utah Code Annotated 1953, as amended) requires the City to follow specific bid procedures for specified types of supplies and services. Except where Vineyard Municipal Code is more restrictive, the City shall comply with State law.

C. Definitions.

1. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
2. "Change order" means a written order signed by the purchasing agent, directing the contractor to suspend work or make changes, which the appropriate clauses of the contract authorize the purchasing agent to order without the consent of the contractor or any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
3. "Contract" means any City agreement for the procurement or disposal of supplies, services, or construction.
4. "Invitation for bids" means all documents, whether attached or incorporated by reference, used for soliciting bids.
5. "Person" means any business, individual, union, committee, club, other organization, or group of individuals.
6. "Procurement" means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise acquiring any supplies, services, or construction.
7. "Public Works Project": The construction, replacement, or repair of:
 - i. A park or recreational facility;
 - ii. A pipeline, culvert, dam, canal, or other system for water, sewage, stormwater, or flood control;

~~6-iii.~~ A street, transit facility, or transportation facility.

~~7-8.~~ “Purchasing agent” means the person duly authorized by the governing body of the City to enter into and administer contracts and make written determinations with respect thereto.

~~8-9.~~ “Purchase description” means the words used in a solicitation to describe the supplies, services, or construction to be purchased, and includes specifications attached to or made a part of the solicitation.

10. “Request for proposals” means all documents, whether attached or incorporated by reference, used for soliciting proposals.

~~9-11.~~ “Request for qualifications” means vendors are required to provide a formal substantiation of credentials, certifications, qualifications, and financial wherewithal, which demonstrate capability in all respects to perform fully the contract requirements. Among the factors to be considered in an RFQ are competency, adequacy of personnel, past record, and experience of the person or business and its employees.

~~10-12.~~ “Lowest responsible bidder” shall mean the lowest bidder who has substantially complied with all prescribed requirements, has submitted the bid in good faith, has a history of fully performing work at the bid price, and who has not been disqualified as set forth herein.

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ARTICLE 2 PURCHASING AGENT

~~A.~~ Appointment.

~~A.~~

A person appointed by the governing body, is appointment or the current Finance Director, shall be the Purchasing Agent.~~governing body of the City shall appoint a Purchasing Agent~~

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B. Responsibilities.

The Purchasing Agent shall be responsible to make procurements, solicit bids and proposals, enter into and administer contracts, and make written determinations for the City.

C. Authority.

The Purchasing Agent shall not enter into any contract or purchase anything with City funds unless it:

- a. Is funded and itemized in the current fiscal year budget;
- b. Has been approved by the individual(s) as required in Article 3A. ~~department head~~
- ~~e. Commits funds in total amount less than \$25,000~~
- ~~d. Mayor approval for purchases over \$25,000~~

D. Change Orders.

Accumulated ~~C~~change orders up to the lesser of either (10%) of the bid award amount or \$25,000 may be approved by the Purchasing Agent, as long as the overall project budget is not exceeded.

E. Delegation.

The Purchasing Agent may delegate purchasing responsibilities to other employees when deemed appropriate.

ARTICLE 3
SOURCE SELECTION AND CONTRACT FORMATION;
GENERAL PROVISIONS

A. Approval of Purchases

The following approvals are required for all purchases unless otherwise exempted in this chapter:

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1. Any contract, purchase order, check request, or service request for services and supplies or building improvements in the total amount of \$5,000 or less may be made or approved by the Purchasing Agent, department head, or an employee or supervisor authorized by the Purchasing Agent or department head to make such purchase, purchase order, check request, or service request.
2. Any contract, purchase, purchase order, check request, or service request for services, supplies, or building improvements in the total amount of more than \$5,000 but less than or equal to \$3025,000 must be made or approved by the Purchasing Agent and department head.
3. Any contract, purchase, purchase order, check request, or service request for services and supplies or building improvements in the total amount of more than \$3025,000 but less than or equal to \$50,000 must be made or approved by the Purchasing Agent, department head, and mMmayor or designeeccity manager.
4. Any contract, purchase, purchase order, check request, or service request for public utilities equipment and supplies, or public works projects, in the total amount of more than \$50,000 but less than or equal to \$125,000 must be made or approved by the department head, the Purchasing Agent, the city manager and Mayor.
5. The following contracts and purchases must be approved by the city councilgoverning body:
 - i. Any contract or purchase in the amount of more than \$50,000, which is not related to public works projects or public utilities equipment and supplies.
 - ii. Any contract or purchase of Public Works Projects or public utilities equipment and supplies in the amount of more than \$125,000.
 - iii. An invoice or check request received pursuant to a Councilgoverning body -approved contract does not require further Councilgoverning body approval.
 - iv. A purchase order shall be issued in the amount of the approved contract, unless otherwise directed by the Purchasing Agent or designee.
 - v. Any contract awarded through the formal bidding process.
 - vi. Accumulated "change orders" which would increase a previously approved contract by more than either (10%) of the bid award amount or \$25,000, whichever is lower, taking into consideration all previously approved change orders to the contract under consideration.

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A-B. Choice of Bid Process.

Except as otherwise provided by provisions of State or Federal Law, purchases shall follow one (1) of the bid processes outlined below. The cost of the purchase shall not be divided to avoid bid requirements. Any bid alternative listed as acceptable for a

given dollar amount shall be acceptable, and the City shall not incur any liability for choosing one (1) alternative over another.

1. Purchases and expenditures less than or equal to \$5,000 in total shall not require any bids or quotes of any type, but are otherwise subject to the general policies of this chapter.
- ~~1.2.~~ Purchases or Contracts costing less than \$125,000 greater than \$5,000 but no more than \$50,000 in total, shall at minimum be pursuant to one (1) of the following procedures:
 - i. State Purchasing Contract
 - ~~ii. Formal competitive bidding.~~
 - ~~iii. Request for proposals.~~
 - ~~iv. ii. Open market procedure.~~ Three documented price quotations
- ~~2.3.~~ Purchases or Contracts costing more than \$125,000 \$50,000 in total (or more than \$125,000 if the purchase or contract is for a Public Works Project), shall be pursuant to one (1) of the following procedures, as determined by the Purchasing Agent or designee:
 - i. State Purchasing Contract
 - ii. Competitive sealed bidding.
 - ~~iii. Request for proposals.~~

~~B.C.~~ Exceptions to Bid Process. The bid process requirements set forth in Article 3A do not apply in the following situations.

1. Purchases made through the cooperative purchasing contracts administered by the State Division of Purchasing
- ~~1.2.~~ Purchases made from a vendor who was awarded a contract by another Utah governmental entity using a competitive process within the last 180 days and on the same commercial terms as that contract.
- ~~2.3.~~ Purchases made from a sole-source provider. When there is only one (1) vendor or supplier who can reasonably provide the needed product or service.
- ~~3.4.~~ Auction, Bankruptcy, or Tax Sales. When purchasing through Auction or Bankruptcy, or Tax sales will be made at a cost below market cost.
- ~~4.5.~~ Projects Performed by City Employees. Employees may be used to complete City projects if the project does not come at an additional cost to the city unless approved by the governing body.
6. Purchases for professional services (e.g., legal, financial, art, or government relations) which by their nature are not reasonably adapted to award by competitive bidding. Such expenditures shall be awarded at the discretion of the governing body based on the governing body's evaluation of the professional qualifications, service ability, experience, availability, continuity of service, cost of services, and other applicable criteria.
- ~~5.~~ Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare, or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency. The Mayor will determine whether the situation warrants an emergency purchase.

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D. Bid Processes. The City shall substantially comply with the following guidelines for the specific bid process used:

1. Request for Qualifications.

i. The City may require prequalification of bidders using a Request for Qualifications.

~~C.~~ii. If used, the prequalification process shall be pursuant with State Code 63G-6a-410.

~~1-2.~~ Competitive Sealed Bidding.

i. Description. Competitive sealed bidding is when vendors or contractors are invited to submit formal bids to provide a designated product or to complete a designated project in accordance with specifications provided by the City.

ii. Public Notice Inviting Bids Issued. The City shall provide notice of its invitation for bids.

1. Public Notice includes a general description of the articles to be purchased or work to be performed, location where blank bid forms ~~bid blanks~~ and specifications may be secured, and the time and place for opening bids.

2. Noticing shall be done at least five (5) working days ~~reasonable time~~ prior to the time set for bid opening. Bid package shall state requirements to which bidder must respond.

~~2-3.~~ All invitations for bids shall be advertised at least once in a generally and widely available medium including but not limited to newspapers, business journals, city websites, and online procurement service.

iii. Bid Procedure

1. Sealed bids shall be submitted as designated in the Public Notice

2. Bids shall be opened in public and in the presence of one or more witnesses at the time and place stated in the Public Notice

3. The amount of each bid, the name of each bidder, and such other relevant information as the Purchasing Agent deems appropriate, shall be recorded; the record and each bid shall be open to public inspection.

~~2-4.~~ Correction or withdrawal of inadvertently erroneous bids before award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other material provisions of bids prejudicial to the interest of Vineyard City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the purchasing agent.

~~3-5.~~ Bids submitted to the City shall be evaluated on the basis of compliance with specifications and other relevant criteria.

iv. Bid Award.

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1. If the City elects to proceed with purchase or project, bids shall be awarded to the lowest responsive responsible bidder, this means a bidder who:
 - a. Has submitted bid in compliance with Public Notice
 - ~~b. Is the Lowest Responsible Bidder that satisfies the City's criteria relating to financial strength, past performance, integrity, and reliability?~~
 - ~~b.~~
 - c. Furnishes a payment and performance bond as required by law.
 - d. Preference ~~shall~~ may be given to local vendors.
 - i. ~~If a vendor based in Vineyard City is within 10% of the Lowest Responsible Bidder, the City will have the option to award the bid to that vendor.~~
 - ~~2.ii. If a vendor based in Utah County is within 5% of the Lowest Responsible Bidder, the City will have the option to award the bid to that vendor.~~
- ~~3.—The Purchasing Agent or the city council governing body may reject any bid not in compliance with all prescribed requirements, and reject all bids if rejection of all bids is determined to be in the best interest of the city. Vineyard may reject any or all bids submitted~~
- ~~4.2.~~ If Vineyard rejects all bids but still intends to undertake purchase, Vineyard will again request sealed bids by following the procedures outlined in ~~Article Section 3DC-21~~
- ~~5.3.~~ If after twice requesting Bids, Vineyard determines that no satisfactory bid has been submitted, the ~~Council governing body~~ may undertake the purchase or contract as they consider appropriate.

2.3. Requests for Proposals.

- i. Description. Requests for proposals (RFPs) are invitations for suppliers or contractors to submit a proposal on a specific product or service. The City awards the contract for the product or services based on criteria set forth in the request for proposals.
- ii. Appropriateness. RFPs may be used when required by law, or when the Purchasing Agent determines that the use of formal competitive bidding is either impractical or not advantageous to the City. In making this determination, the Purchasing Agent shall consider factors such as:
 1. Whether there may be a need for price and service negotiation;
 2. Whether there may be a need for negotiation during performance of the contract;
 3. Whether the relative skills or expertise of the offerors will have to be evaluated;
 4. Whether cost is secondary to the characteristics of the product or service sought

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5. Whether the conditions of the service, product or delivery are unable to be sufficiently described in the invitation for bids;
6. Whether the City is requesting the offer to propose a method or strategy for completing the project; and
- ~~7.~~ Whether there may be a need to negotiate completion times related to the project.
8. Other than those professional services for which the exception under Article III, section C(5) is invoked by the governing body, one-time professional services over \$50,000 or recurring professional services over \$25,000 annually will be procured through the RFP procedure.

~~Professional services will generally be procured through the RFP procedure.~~

- iii. Notice.
 1. Proposals shall be solicited through a RFP.
 2. Public notice of the RFP shall be given
- iv. Request for Proposals. The RFP shall state the relative importance of price and other factors.
- v. Opening of Proposals. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation.
- vi. Revision of Proposals.
 1. As provided in the RFP, discussions may be conducted with responsible offerors who submit proposals determined to be reasonable susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.
 2. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.
 3. In conduction discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- vii. Award.
 1. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City.
 2. Vineyard may reject any or all proposals submitted.
 3. If Vineyard rejects all bids but still intends to undertake purchase, Vineyard will again Send out RFP by following the procedures outlined in Section 3C-2
 4. If after twice requesting Proposals, Vineyard determines that no satisfactory Proposal has been submitted, the Council governing body may undertake the purchase or contract as they consider appropriate.

3-4. Open Market Procedure Documented Price Quotations

- i. Price Quotations. Purchases shall, whenever possible, As mentioned above, purchases greater than \$5,000 but no more than \$50,000 (\$125,000 for public works projects) shall, be based on at least three (3)

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Bids (price quotations) and shall be awarded to the lowest responsible bidder.

- ii. Request for Quotations. Bids (price quotations) shall be solicited from prospective vendors online or by written or oral request.
- iii. Records. The person soliciting the price quotations shall keep a record of quotations solicited; including vendor names, date of solicitation and price quoted, and shall include this information with the purchase order.

ARTICLE 4 SPECIFICATIONS

All Specifications shall seek to promote overall economy and best use for the purposes intended and encourages competition in satisfying the City's needs and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this article, Utah products shall be given preference.

ARTICLE 5 APPEALS

- A. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the purchasing agent. An appeal shall be submitted in writing within 5 working days after the aggrieved person knows or should have known of the facts.
- B. The purchasing agent shall ~~promptly~~ issue a written decision regarding any appeal within fourteen (14) days, if it is not settled by a mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the governing board.
- C. The City's governing board shall be the final appeal on the City level.
- D. All further appeals shall be handled as provided in section 63-56-58 through 64 of the Utah Code.

ARTICLE 6 ETHICS IN PUBLIC CONTRACTING

- A. No person involved in making procurement decisions may have personal investments or a financial interest in any business entity which will create a substantial conflict between their private interests and their public duties.
- B. In accordance with the Municipal Officers' and Employees' Ethics Act and other relevant statutes, aAny person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use

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or the use or benefit of any other person or organization from any person or organization interested in selling to the City.

C. Subject to the limitations of this Procurement Policy, any type of contract which will promote the best interests of the city may be used; provided, that the use of a cost-plus-a-percentage-of-cost profit contract is prohibited unless specifically approved by the ~~city council governing body~~ under special circumstances which clearly justify the use of such contracts because the scope of work or the nature of the work is to be closely supervised by the city and the ~~city council governing body so finds in writing~~. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the city than any other type of that it is impracticable to obtain the supplies, services, or construction required except under such a contract.

~~B.D.~~ A violation of this Procurement Policy by officers or employees of the City may be cause for disciplinary action up to and including termination.

PASSED and dated this _____ day of _____

Attest:

Mayor Julie Fullmer

Pamela Spencer City Recorder

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VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 14, 2022

Agenda Item: 10.4 Community Garden Expansion

Department: Communications/Public Works

Presenter: Kathryn Newman, Communications Manager and Sullivan Love, Water Manager

Background/Discussion: The Vineyard Community Garden had a successful second growing season. We expanded from 10 to 22 boxes in our current location at Gammon Park. We had many applicants for boxes this spring and know there is a desire for more boxes at a second location in the City.

The City received grant funding from Get Healthy Utah for an additional 20 boxes with irrigation and are proposing three locations for the location of the Community Garden expansion.

The garden boxes would be ready for planting in May of 2023. Staff would like to prepare the selected garden locations this fall with the assistance of Vineyard Eagle Scout Candidate Kyle Gurney. Kyle has indicated he would like to bring 15-20 volunteers to prepare the new garden site in October as his Eagle Scout Project.

Staff is recommending that location one, near Sunset Beach Park, be chosen as the location. We have listed two other locations for your consideration. Thank you for your support of the Community Garden. Through this grant money, we will also be able to offer additional classes for the community gardeners and other interested residents.

Recommendation: Choose Location 1, 2 or 3 for the Community Garden Expansion.

Sample Motion:

“I move to approve location (1, 2, or 3) for Vineyard City’s Community Garden Expansion.”

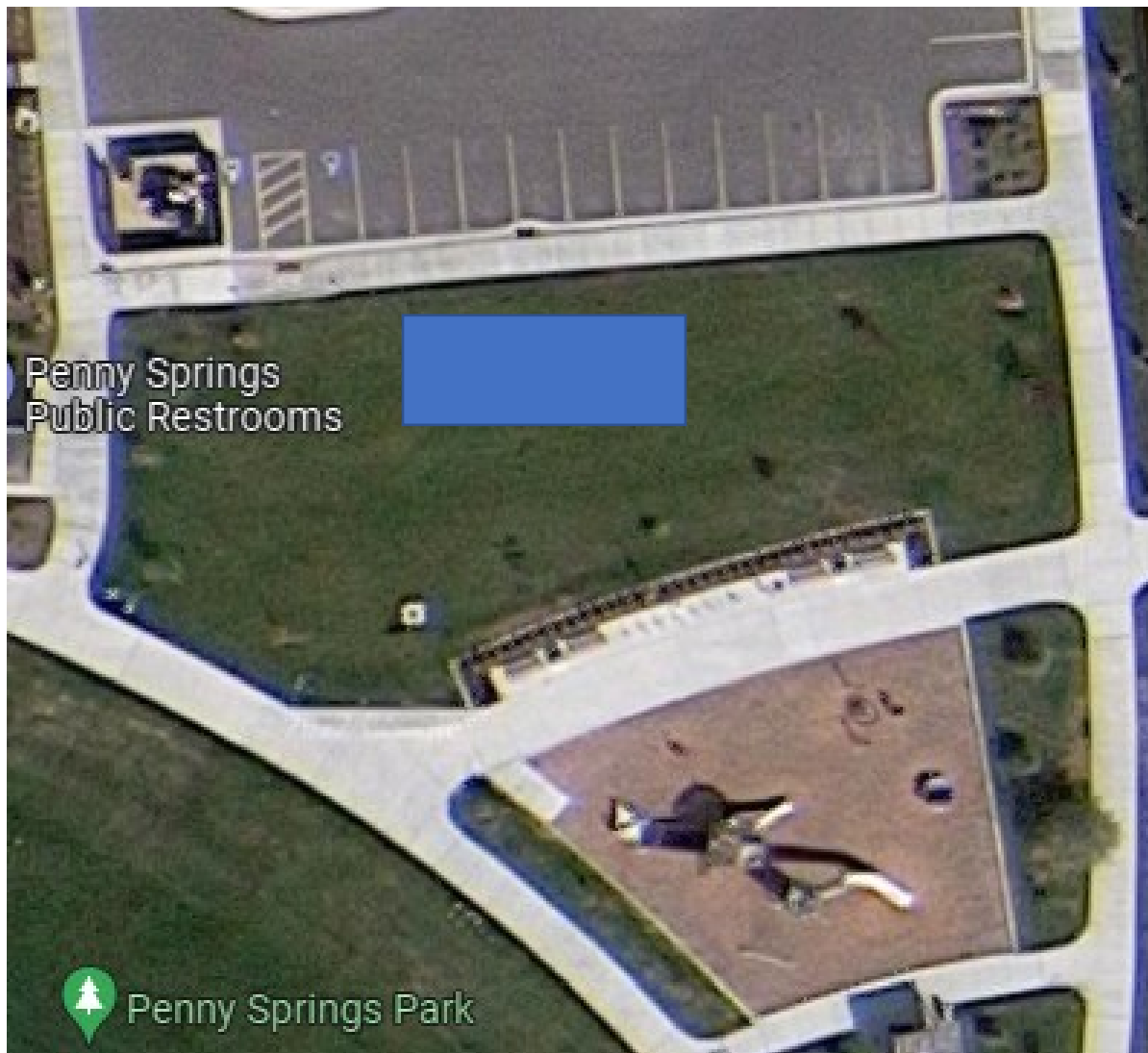
Attachments: Community Garden expansion locations PDF

Proposed locations for Community Garden expansion

Location # 1 - Across the street from Sunset Beach Park. This location is in close proximity to the Lakefront and Leisure Villas neighborhoods. There is parking available, for those who might drive. Irrigation is on the property and could be provided with some modifications to the existing system. This location has the most support from the Public Works Department.



Location #2 - Another potential location would be on the North side of the playground at Penny Springs Park. This location is also close to higher density housing, where residents do not have adequate space for personal gardens. Parking is provided and a playground for families that might have young children accompanying the parents to the garden. Irrigation is also available with some modifications to the existing system. Locating a garden here, removes some of the usable open space that is enjoyed by the residents.



Location # 3 – While this location is situated close to an existing subdivision with smaller lots and higher density Orchards subdivision, it lacks support. As seen in the picture there are pros/cons listed.

