

**NOTICE OF A REGULAR
CITY COUNCIL MEETING
January 25, 2023, at 5:30 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, January 25, 2023, at 5:30 p.m., for a site visit at 240 East Gammon Road and a regular session at 6:00 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. SITE VISIT – Old Town Hall 240 East Gammon Road.

The mayor and City Council will meet at the old Town Hall site to initiate the demolition of the buildings on the site.

REGULAR SESSION

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

3. WORK SESSION

No items were submitted.

4. PUBLIC COMMENTS

(1 hour)

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

Public comments can be submitted ahead of time to pams@vineyardutah.org.

5. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

6.1 City Manager Ezra Nair

7. CONSENT ITEMS

[7.1 Approval of the January 11, 2023, City Council Meeting Minutes](#)

[7.2 Approval of the Emergency Preparedness Manual \(Resolution 2023-01\)](#)

8. APPOINTMENTS

8.1 Library Board

With the advice and consent of the City Council, Mayor Fullmer will appoint members to the Vineyard Library Board.

8.2 Communities That Care Commission

With the advice and consent of the City Council, Mayor Fullmer will appoint members to the Vineyard Communities that Care Commission.

9. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

9.1 No items were submitted.

10. BUSINESS ITEMS

10.1 DISCUSSION AND ACTION – Market Study Implementation

Human Resource Manager Corrie Steves will present a recommended pay plan based on the results of the market study. The mayor and City Council will take appropriate action.

10.2 PUBLIC HEARING – Amendment to Compensation for Mayor and City Council (Ordinance 2023-03)

City Manager Ezra Nair will present recommendations for an amendment to the mayor City Council's compensation. The mayor and City Council will act to adopt (or deny) this request by ordinance.

10.3 PUBLIC HEARING – Fiscal Year 2022-2023 Budget Amendment (Resolution 2023-02)

Finance Director David Mortenson will present recommended amendments to the Fiscal Year 2022-2023 Budget. The mayor and City Council will act to adopt (or deny) this request by resolution.

10.4 PUBLIC HEARING – Development Agreement for The Forge (Resolution 2023-)

Community Development Director Morgan Brim will present a development agreement for The Forge development. The mayor and City Council will act to adopt (or deny) this request by resolution.

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, February 8, 2023.

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: January 24, 2023

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

**NOTICE OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
January 11, 2023, at 6:00 PM

Present

Councilmember Tyce Flake
Councilmember Amber Rasmussen
Councilmember Cristy Welsh

Absent

Mayor Julie Fullmer
Councilmember Mardi Sifuentes

Staff present: City Manager Ezra Nair, Finance Director David Mortensen, City Attorney Jayme Blakesley, Public Works Director Naseem Ghandour, Engineer Emily Kofoed, Interim Chief Building Official Cris Johnson, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Cache Hancey, Water Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commissioners Bryce Brady, and Anthony Jenkins

Others Speaking: Fred Philpot with Lewis Young Robertson and Burningham; Jeff Gochnour and Steve Borup with Dakota Pacific; Residents Tyler Haroldsen, Daria and Russell Evans, and Kent Conder

1. CALL TO ORDER AND ELECTION OF A MAYOR PRO TEMPORE

City Recorder Pamela Spencer will call the meeting to order and then call for a nomination and roll call vote from the City Council to elect a mayor pro tempore to preside over the City Council meeting. She will then turn the time over to the newly elected mayor pro tempore.

 Ms. Spencer opened the meeting at 6:00 PM and called for a nomination for mayor pro tempore for the night.

 **Motion:** COUNCILMEMBER WELSH NOMINATED COUNCILMEMBER FLAKE AS THE MAYOR PRO TEMPORE. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: COUNCILMEMBERS FLAKE, RASMUSSEN, AND WELSH VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

 Ms. Spencer turned the time over to Mayor Pro Tempore Flake.

2. INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

 Mayor Pro Tempore Flake gave the invocation and led the Pledge of Allegiance.

3. WORK SESSION

3.1 Water And Sewer Usage Rate Study

Fred Philpot with Lewis Young Robertson and Burningham (LYRB) will present the results of the water and sewer usage rate study.

 Mayor Pro Tempore Flake turned the time over to Fred Philpot with Lewis Young Robertson and Burningham.

 Mr. Philpot reviewed the results of the water and sewer usage rate study.

 Councilmember Welsh asked Mr. Philpot to take the need for a second water tank into consideration when finalizing the rate studies. She asked if it would be better to phase in the cost change on denser units or increase them upfront. There was a discussion about how to proceed.

 Councilmember Rasmussen thanked Mr. Philpot for his work and stated that she needed to have additional discussions with the council and staff.

 Mayor Pro Tempore Flake explained that the council needed to consider the quick growth of the city, that there was a finite amount of water, and the capacity of the sewer system. He noted that the legislature was pondering what to do about water and were going to do a two-year study. He mentioned that the city had been subsidizing the cost for water and sewage usage and could not afford to subsidize it anymore. He also mentioned that there would be additional meetings about the rates and public comment would be allowed at a future meeting.

3.2 Development Agreement for The Forge

City Manager Ezra Nair will present a development agreement for The Forge development.

 Mayor Pro Tempore Flake turned the time over to City Manager Ezra Nair.

 Mr. Nair gave background information on the area where The Forge was located. He then turned the time over to the developers.

 Jeff Gochnour, with Dakota Pacific, introduced himself and reflected on the water and sewer usage for a different city in Utah and how they resolved their issues. He gave a brief background on the history of the property from when Cottonwood Partners purchased the property to now. He noted that the Planning Commission had asked them to create a master plan framework. He then reviewed the amended development agreement. He turned the time over to Steve Borup with Dakota Pacific.

 Mr. Borup reviewed their plans for open and event spaces and then reviewed the full master plan. He asked if there were any questions about their vision. He mentioned that they were willing to donate land for a park.

 Mayor Pro Tempore Flake felt that there were opportunities to consider, with a Utah Valley University sports complex scheduled for the property to the west of the developers' property. Mr. Borup replied yes, they had considered the potential use of the property. He mentioned that they were actively pursuing a grocery store. Mayor Pro tempore Flake mentioned that residents

wanted to see sit-down restaurants. Mr. Borup replied that they would be including sit-down eating areas.

 Councilmember Flake asked about the roads in the development. Mr. Borup explained how the roads would work.

 Councilmember Welsh asked about the shared parking. There was a discussion about the potential parking uses. Mr. Brim suggested that the developer have a parking management system in place. Mr. Borup explained that they would have a parking management plan, which would include a permit program.

 Councilmember Welsh asked if the internal alleys would be pedestrian only. Mr. Borup replied yes, the alleys would be for pedestrians only.

 Mr. Borup reviewed potential zoning changes, density, parking, and tax increment funding. He gave examples of the residential and commercial units. He said that they were asking to amend the allocation of the residential units and offices. Mayor Pro Tempore Flake asked for clarification on allowing residential on the ground floor. Mr. Borup explained how the allocation would work. There was a discussion about the residential to commercial.

 Mr. Borup mentioned the need for affordable housing and what their plans were. Mayor Pro Tempore Flake mentioned that there was a huge bill coming in the state legislature addressing affordable housing. There was a discussion about how the bill could affect cities and developers.

 Mr. Borup explained that they wanted to bring play into the environment for adults, use pavers, add interesting and a variety of seating, and add a Woonerf street (a Dutch name for a living street). He reviewed potential uses for open space.

 Mr. Borup reviewed the lot behind the Megaplex. He suggested that amenities could be added such as commercial electric vehicle charging stations. Councilmember Welsh felt that there might be an opportunity to partner with X Development who owns the property on the south side of that lot. Mr. Brim mentioned that they were working with the Utah Department of Transportation (UDOT) on the new makeup of Geneva Road. Mr. Borup explained that once the first site plan was submitted, they would define the park space. There was a discussion about the use of the lots. Mr. Borup stated that they would be committing to the open space through the development agreement.

 Councilmember Welsh mentioned that the northeast corner of the development was the entrance to the city and asked if the city could collaborate with the developers to include something welcoming people to Vineyard such as a welcome sign. Mr. Borup said that as part of the development agreement they would be working with the city to design the area.

4. PUBLIC COMMENTS

 Mayor Pro Tempore Flake called for public comments.

 Resident and Bicycle Commissioner Tyler Haroldsen, living on Mill Road, asked how the city reported pedestrian and biker fatalities. He said that during his research he had encountered a couple of stories that happened in Vineyard that were not reported on the national database. He

mentioned the statistics listed in the active transportation plan. He stated that he wanted to see that the data was being properly reported at a city, state, and federal level.

 Resident Daria Evens, living in The Villas subdivision, thanked the council and staff for the 400 North and Main Street traffic signal that was being installed. She expressed concern with how residents were recycling and suggested that they include a list of acceptable recycling items in the utility bills. She also expressed concerns with garbage along the trails and suggested that they add larger garbage receptacles and easier access to the receptacles. She asked if the city could do a quarterly city-wide clean up. She felt that the concerns from the survey taken when the city was amending the General Plan in 2018 were still the same today: protecting the small-town character, too much high density, lack of parking, growing too quickly, lack of infrastructure, lack of a grocery store, a desire for safety and cleanliness. She suggested the city lower density to alleviate the parking issues. She also suggested that they locate the new fire station on Mill Road and 800 North. She asked about the public hearing next week for the Forge development. Mr. Brim replied that it would be the development agreement. She asked about the public notice for Public Hearing on The Active Transportation Plan being held tonight. Ms. Spencer located the posted notice for her. There was a discussion about the notice. She asked who they should call about concerns with the FrontRunner, about the length of the path from the station to the parking and that there was no covered parking to wait for the buses, especially for ADA compliance. She expressed concerns about the vision that the council had for Vineyard and if they were really interested in keeping it family friendly. She felt that they needed more single-family housing.

 Mayor Pro Tempore Flake called for further comments. Hearing none, he closed the public session.

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Mayor Pro Tempore Flake reported on the 2023 State Legislative session. He recommended that people go to Utah Legislature website to review the bills and watch what the legislature was doing. He reviewed three bills of concern: Railroad rights-of-way, safe school route evaluations, the housing and transit reinvestment zone. He mentioned that there was a bill to designate a state crustacean. He noted that he would report updates at each council meeting. Councilmember Welsh added that some of the representatives had said that 10 well-written letters could make a difference.

 Councilmember Rasmussen reported that she had attended the grand opening of “wewhiten” a new business in Vineyard.

 Councilmember Welsh reported that she had met with members from the Lakefront Homeowners Association. He toured the Nordic College of Osteopathic Medicine, a new medical school in Utah, and suggested residents look into it if they are interested in attending it. She reported that she had attended the Mountainland Association of Governments (MAG) meeting, where they received an update on Housing and Transit Reinvestment Zone (HTRZ). She mentioned that other upcoming legislative bills addressed were, taxes on gas, and electric vehicles.

196 **6. STAFF, COMMISSION, AND COMMITTEE REPORTS**

197 **6.1**  City Manager Ezra Nair reported that staff would be doing a social media post about
198 how easy it was for residents dump their extra trash at the North Pointe Solid Waste facility. He
199 mentioned that Jason Earl with the Orem Fire Department had retired.
200

201 **6.2**  Planning Commission Chair Bryce Brady reported that the Planning Commission
202 had discussed two of the items that were on the agenda tonight, and a building site plan for the
203 extension of a building in the industrial area in the Eastlake at Geneva.
204
205

206 **7. CONSENT ITEMS**

207 **7.1** Approval of the December 14, 2022, City Council Meeting Minutes
208

209  Mayor Pro Tempore Flake called for a motion.
210

211  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO APPROVE THE CONSENT
212 ITEM AS PRESENTED. COUNCILMEMBER WELSH SECONDED THE MOTION.
213 MAYOR PRO TEMPORE FLAKE, COUNCILMEMBERS RASMUSSEN AND WELSH
214 VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE
215 ABSENT. THE MOTION CARRIED WITH TWO ABSENT.
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218 **8. APPOINTMENTS**

219 No names were submitted.
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222 **9. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**

223 No items were submitted.
224
225

226 **10. BUSINESS ITEMS**

227 **10.1 PUBLIC HEARING – Zoning Text Amendment – Public Noticing**
228 **(Ordinance 2023-01)**

229 *(This item was continued from the December 14, 2022 City Council meeting.)*

230 City Planner Cache Hancey will present recommendations for Zoning Text
231 amendments to the following sections: 15.18.020 Required Notice of Public Hearing
232 and Public Meetings; 15.18.030 Required Notice of Public Hearing and Public
233 Meetings on Adoption or Amendments of Land Use Ordinances, including This
234 Ordinance and Zoning District Map; 15.18.040 Required Notice for Other Public
235 Hearings; 15.18.050 Required Notice for Other Public Meetings; 15.18.090 Courtesy
236 Notice. The mayor and City Council will act to adopt (or deny) this request by
237 ordinance.
238

239  Mayor Pro Tempore Flake called for a motion to open the public hearing.
240

241  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO OPEN THE PUBLIC
242 HEARING AT 8:02 PM. COUNCILMEMBER WELSH SECONDED THE MOTION.
243 MAYOR PRO TEMPORE FLAKE, COUNCILMEMBERS RASMUSSEN AND WELSH
244 VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE
245 ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

 City Planner Cache Hancey reviewed the text amendments regarding public noticing.

 Mayor Pro Tempore Flake called for public comments. Hearing none, he called for a motion to close the public hearing.

 **Motion:** COUNCILMEMBER WELSH MOVED TO CLOSE THE PUBLIC HEARING AT 8:04 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR PRO TEMPORE FLAKE, COUNCILMEMBERS RASMUSSEN AND WELSH VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

 Mayor Pro Tempore Flake called for a motion.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO ADOPT ORDINANCE 2023-01 WITH THE AMENDMENTS AS PRESENTED. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR PRO TEMPORE FLAKE, COUNCILMEMBERS RASMUSSEN AND WELSH VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

10.2 DISCUSSION AND ACTION – Municipal Code Amendment 10.04.040 Unlawful Parking (Ordinance 2023-02)

City Planner Cache Hancey will present an amendment to Municipal Code Section 10.04.040 Unlawful Parking; adding parking restrictions around mailboxes. The mayor and City Council will act to adopt (or deny) this request by ordinance.

 City Planner Cache Hancey reviewed the amendment and explained the reason behind it.

 Councilmember Welsh asked for clarification on red curbing. Mr. Hancey explained that the amendment would give staff a tool to enforce the code which would be done through the Sheriff's Office.

 Mayor Pro Tempore Flake called for further questions.

 **Motion:** COUNCILMEMBER WELSH MOVED TO ADOPT ORDINANCE 2023-02, MUNICIPAL CODE AMENDMENT 10.04.040 UNLAWFUL PARKING. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR PRO TEMPORE FLAKE, COUNCILMEMBERS RASMUSSEN AND WELSH VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

10.3 PUBLIC HEARING – Active Transportation Plan (Ordinance 2023-03)

Community Development Director Morgan Brim will present a proposed Active Transportation Plan.

 Mayor Pro Tempore Flake called for a motion to open the public hearing.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO OPEN THE PUBLIC HEARING AT 8:08 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR PRO TEMPORE FLAKE, COUNCILMEMBERS RASMUSSEN AND WELSH VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

 Mayor Pro Tempore Flake turned the time over to Community Development Director Morgan Brim.

 Mr. Brim reviewed the timeline for the Active Transportation Plan. He then reviewed the plan.

 Mr. Brim reviewed 6 (six) priority projects from the plan. He also reviewed a few of the goals listed in the plan. He presented a concept plan for some of the improvements. Councilmember Welsh asked if they would be able to use the High-Intensity Activated crossWalk beacon (HAWK) in another location. Mr. Ghandour replied no and explained that they were using some of parts from the HAWK for the traffic signal. Mr. Brim continued his review.

 Mr. Brim noted that city staff was working with Orem City staff to realign the intersection at Vineyard Elementary and Orem's Lakeside Sports Park. He reviewed the recommended plan amendments and next steps for implementing the plan.

 Mayor Pro Tempore Flake called for questions from the council.

 Councilmember Welsh asked if the other councilmembers were in favor of the priority list. Mr. Brim replied that the priority list did not state which project was the most important. There was a discussion about the list. Councilmember Welsh felt that there had been a lot of work done by a lot of people and that nothing was ever perfect, but they tried hard to do the best they could.

 Mayor Pro Tempore Flake felt that the city had not solved their traffic problems. He expressed concern that the plan was not answering all of their transportation plans. He also expressed concern with mainstreaming bicycles with vehicular traffic, which he felt was not safe. He stated that he was deeply concerned that the plan did not take into consideration the increase in traffic as the city continues to build out. He felt that they needed to expand the size of their trails, fix the bus stops, etc. He said that the content of the plan worried him for the sake of future councils. Mr. Ghandour explained that the request for proposals (RFP) for The Transportation Plan and Impact Fees had already been posted and in the request they noted that the Transportation Engineer would take into consideration the Active Transportation Plan. Mayor Pro Tempore Flake said that he had lived in other countries and had seen other ways to move traffic. He felt they needed to address the obvious issues with a whole lot of people, in a small space, who did not necessarily follow the rules. He expressed concern that he saw insufficient forward vision. He felt that the plan should be presented with a timeline and that it had to show where the basic elements would be installed, such as bicycle racks, EV charging stations, etc.

 Mr. Brim explained that this plan was based off comments from the citizens. He said that the timeline suggested they take the thoroughfare and hold design charrettes to work with the community and that the implementation of the plan would be based on funding. Mayor Pro Tempore Flake said that they needed to know what they had to provide to make the plan work. Mr. Brim explained that the plan was not to get down to the design level, but it was to identify

the projects that needed to be designed. There was a discussion about the plan and its implementation.

 Councilmember Rasmussen thanked staff for their work and for listening to the residents.

 Councilmember Welsh clarified Mayor Pro Tempore Flake's comments. She felt that they should add an "if- then" situation into the plan's sequence of events.

 Mayor Pro Tempore Flake called for public comments.

 Resident Kent Conder, living in The Meadows subdivision, expressed concern with trees in front of the bus stops and the crosswalks on the roundabout at Main and Center Street.

 Ms. Evans expressed concerns about Main Street and the roundabouts if they were going to have all active transportation. She felt that they were trying to control residents' ability to use their vehicles. She felt that reducing the lanes and adding bike lanes on Main Street would cause congestion.

 Mr. Haroldsen suggested that on pages 45 and 79 they should have no buffered bike lanes and add barriers instead. He suggested that the crosswalks be raised to the level of the sidewalk to help slow traffic.

 Resident Russell Evans, living in the Villas, expressed concern that the city was trying to get people to not use their cars. He felt that the solution was to get rid of the high-density housing.

 Resident and Planning Commissioner Anthony Jenkins, living in the Le Cheminant subdivision, stated that he rode his bike year-round, but was under no delusion that cars were going away. He felt that they needed to find a way to make it safe for people to move around the city regardless of their mode of transportation. He thanked the city for supporting the active transportation. He felt that it was not a competing plan.

 Mr. Haroldsen stated that he agreed with Mr. Jenkins; that they were not trying to get rid of cars. He mentioned that he was not able to get to work in a timely manner without using a car.

 Councilmember Rasmussen felt that there were a lot of people in the city who needed access to public transit, biking, and walking routes.

 Mayor Pro Tempore Flake called for a motion to close the public hearing.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO CLOSE THE PUBLIC HEARING AT 9:20 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR PRO TEMPORE FLAKE, COUNCILMEMBERS RASMUSSEN AND WELSH VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

 There was a brief discussion about moving the discussion to another date.

 Councilmember Welsh felt that this had been a great discussion and emphasized that this was the Active Transportation Plan, not a Transportation Plan.

 **Motion:** COUNCILMEMBER WELSH MOVED TO CONTINUE BUSINESS ITEM 10.3, ACTIVE TRANSPORTATION PLAN, TO A FUTURE COUNCIL MEETING. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR PRO TEMPORE FLAKE, COUNCILMEMBERS RASMUSSEN AND WELSH VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

11. CLOSED SESSION

No closed session was held.

12. ADJOURNMENT

 Mayor Pro Tempore Flake called for a motion to adjourn the meeting.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO ADJOURN THE MEETING AT 9:22 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR PRO TEMPORE FLAKE, COUNCILMEMBERS RASMUSSEN AND WELSH VOTED YES. MAYOR FULLMER AND COUNCILMEMBER SIFUENTES WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

MINUTES APPROVED ON: _____

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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: January 25, 2023

Agenda Item: 7.2 Approval of the Emergency Preparedness Manual

Department: Communications

Presenter: Kathryn Newman, Communications Manager

Background/Discussion:

A committee of City Staff, under the leadership of Council Member Tyce Flake, has created two documents to prepare Vineyard City in case of emergencies. The first document is the Emergency Preparedness Manual which will be available to residents on the vineyardutah.org website. The second document is an internal document which dictates the procedure for opening and operating the Emergency Operations Center (EOC) in times of emergency. As an internal document, the EOC Manual does not require a resolution and is presented for your information. Council Member Flake will be presenting the Emergency Preparedness Manual to the residents during a Facebook Live on February 8.

Fiscal Impact:

None

Recommendation:

Adopt the Vineyard City Emergency Preparedness Manual by resolution (Resolution 2023-01)

Sample Motion:

“I move to adopt Resolution 2023-01; approving an Emergency Preparedness Manual for Vineyard City.”

Attachments:

Resolution 2023-01

Emergency Preparedness Manual PDF

RESOLUTION NO. 2023-01

**A RESOLUTION OF THE CITY COUNCIL ADOPTING AN EMERGENCY
PREPAREDNESS MANUAL FOR VINEYARD, UTAH**

WHEREAS, the Vineyard City Council recognizes that planning and preparing for emergencies in advance can reduce potential harm to people and property within our community from the threat of natural or human-caused events such as earthquake, fire, flood, terrorism, or other hazards; and

WHEREAS, the City recognizes the importance of a unified and consistent system to prepare for, respond to and recover from disasters and emergencies;

WHEREAS, an Emergency Preparedness Manual provides the framework for emergency response and emergency management in the City during disasters;

WHEREAS, the overall objective and emergency management for the City is to ensure the effective management of response forces and resources in preparing for and responding to situations associated with natural, human-caused and national security emergencies;

WHEREAS, the City's emergency management plan is committed to provide effective life saving measures, while reducing property loss and damage to the environment; and

WHEREAS, even though the City will do its best to prepare and respond to an emergency or disaster, it recognizes that the overall responsibility for emergency preparedness rests with the citizens., an Emergency Preparedness Manual and Plan provides the framework for emergency response and emergency management in the City during disasters;

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

1. The Vineyard Emergency Preparedness Manual is hereby adopted as attached.
2. This Resolution shall take effect upon passing.

Passed and dated this 25th day of January 2023.

Julie Fullmer, Mayor

Attest:

Pamela Spencer, City Recorder

VINEYARD EMERGENCY PREPAREDNESS MANUAL

DRAFT November 22, 2022

VINEYARD EMERGENCY PREPAREDNESS MANUAL

DRAFT November 22, 2022

APPROVAL & IMPLEMENTATION PAGE

The Vineyard City Comprehensive Emergency Management Plan is approved and implemented by the Vineyard City Mayor and City Council.

Minor modifications to this plan can be made under the direction of the Vineyard City Mayor or appointed representative. Modifications must be recorded in the Record of Revisions.

The Vineyard City Comprehensive Emergency Management Plan delegates the Vineyard City Mayor the authority to appoint specific individuals if he/she is unavailable.

Vineyard City Mayor

Date

MANUAL MAINTENANCE

The Vineyard City Emergency Preparedness Manual is to be maintained by the Vineyard City Council and updated regularly to ensure content is accurate, current, and operational. Annual updates will be conducted in January or as needed following any training exercises or real world events.

(INSERT TABLE 1—Emergency Preparedness Manual Plan Maintenance)

RECORD OF REVISIONS

The Vineyard City Emergency Preparedness Manual will be reviewed annually in January or as needed after exercises or incidents. All updates and revisions will be tracked, dated and initialed in the following table.

(INSERT TABLE 2—Record of Revisions)

RECORD OF DISTRIBUTION

The Vineyard City Emergency Preparedness Manual is intended to provide information and guidance, so our residents are prepared, knowing the steps to take in an emergency. It is also available to all our Emergency Services Partners upon request.

(INSERT TABLE 3—Record of Distribution)

AUTHORITIES & REFERENCES

The Vineyard City Emergency Preparedness Manual is designed as a guide for our citizens and stakeholders in their emergency response and recovery actions.

The document conforms to the following Federal and State laws and regulations:

FEDERAL

Code of Federal Regulations (CFR). Title 44. Emergency Management Assistance
Code of Federal Regulations (CFR). Title 200. Grants and Agreements
Homeland Security Presidential Directive (HSPD) 5: Establishment of National Incident Management Systems (NMIS) February 28, 2003
Federal Civil Defense Act of 1950, Public Law (PL) 920 as amended
Executive Order (EO) 12656 Assignment of Emergency Preparedness Responsibilities, November 18, 1988
Robert T. Stafford Disaster Relief and Emergency Assistance Act. PL 100-707 November 23, 1988
FEMA Pre-Disaster Planning Guide for Local Government February 2017 FD008-03

STATE of UTAH

Utah Code Title 53 Chapter 2a – Emergency Management Act
Governor’s Executive Order 2004-0012

UTAH COUNTY CODE

Utah County Code 2.12 Disaster Response and Management Act
Utah County Comprehensive Emergency Management Plan 2022

<INSERT IMAGE/Header>

PROJECT TEAM

- Tyce Flake
- Julie Fullmer
- Naseem Ghandour
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STEERING COMMITTEE

- City Council: 2022
- Keys Stakeholders

PLANNING + DESIGN

- Kathryn Newman
- Bethany Bee
- Natilee Allen
- Julie Fullmer

PARTNERS

- UVU
- BYU

ACKNOWLEDGEMENTS

Building off the hard work of our local Youth leaders to provide the most updated and easy-to-access information for our residents. "Preparation provides safe and friendly communities, which are resilient and ready for natural occurrences. "

-Eagle Scout, Carter Tolman

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IMPORTANT PHONE NUMBERS/RESOURCES

Vineyard City: 801-226-1929 vineyardutah.org

Utah County Sheriff's Non-Emergency Dispatch: 801-794-3970 <https://sheriff.utahcounty.gov/>

Orem Fire: 801-229-7021 <https://orem.org/fire/>

Utility Services:

Dominion Energy Utah (Gas) <https://www.dominionenergy.com/utah/contact-us>

Customer Service: 800-323-5517

Report a gas leak: 800-767-1689

Rocky Mountain Power (Electricity) <https://csapps.rockymountainpower.net/public/about/contact-us>

Customer Service: 1-888-221-7070

Report an outage: Text OUT to 759677 or call 1-877-508-5088

Hospitals, etc.:

Orem Community Hospital: 801- 224- 4080

Timpanogos Regional Hospital: 801- 714- 6000

Utah County Health Department: 801- 851- 7025

Poison Control: 1-800-222-1212

Community Crisis Hotline: 801- 587- 3000

Suicide Hotline: 800-273- 8255

Woman and Children in Crisis: 801-377-5500

VA Center in Provo: 801- 377- 1117 (open 0800 – 1800); 877- 924- 8387 (after hours)

VA Clinic in Orem: 801- 235- 0953 (open 0730 – 1630)

ADDITIONAL RESOURCES

211Utah.org: provides: housing, food, funding, health needs.

Mountain Land Association of Government Meals on Wheels: (801) 229-3802

Utah Statewide Crisis Line/National Suicide Prevention Lifeline: 1-800-273-8255 Call to speak to 24/7 licensed crisis counselor if you or a loved one are having thoughts of suicide, experiencing an emotional or mental health crisis, or are feeling overwhelmed and need support.

Utah Warm Line: 801-587-1055 This service is for people who are not in crisis but seeking emotional support, engagement, or encouragement. Certified peer specialists offer support and empower callers to resolve problems by fostering a sense of hope, dignity, and self-respect.

Mobile Crisis Outreach Teams (MCOT): 1-800-273-8255 (*Triaged & dispatched through Utah's Statewide Crisis line*) Mobile teams are available for dispatch in Salt Lake, Davis, Weber, and Utah counties, and the southwest region of Utah, including St. George and surrounding cities. Utah Statewide CrisisLine determines if an in-person or telehealth response is most beneficial. MCOT staff may wear the CDC's recommended universal precautions.

SafeUT (Crisis Chat and School Safety Tip app) The 24/7 SafeUT Crisis Chat and Confidential Tip Line App provides live crisis intervention to students: K-12 and higher education. Licensed crisis counselors respond to all incoming chats, tips, and calls (crisis counseling, suicide prevention, and referral services). Support is also available to parents and educators of students. Free and available for download from Google Play and App Store.

SafeUTNG (Crisis Chat & Safety Tip app for Utah's Army & Air National Guard service members, family & personnel) The SafeUTNG app provides a safe & confidential platform to communicate 24/7 with a licensed crisis counselor. Users can text, submit a tip, or call to receive support (including support for emotional crisis, grief & loss, drug & alcohol issues, mental health issues, self-harm, suicide prevention, and safety concerns). The app is free and available for download from the Google Play and App Store.

Utah Coronavirus Information Line: 1-800-456-7707 or visit coronavirus.utah.gov for more information. Central resource for COVID-19 questions in Utah.

Disaster Distress Helpline, operated by Substance Abuse and Mental Health Services Administration (SAMHSA): 1-800-985-5990 A 24/7 national hotline dedicated to providing immediate crisis counseling for people seeking emotional help in the aftermath of a disaster (to include public health emergencies). People can also access services by texting TalkWithUs to 66746

Mission Statement

Vineyard is building a secure, resilient and friendly city through a commitment to emergency preparedness. Vineyard is equipped with capabilities required to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk to the Community, and neighboring communities. Vineyard is dedicated to a safe and friendly environment for individuals, families and businesses.

The following describes the command and control, operations and mechanisms utilized by the city to respond to, recover from, prepare for and mitigate against all hazards.

PREPAREDNESS PHASE: Plan for future emergencies – Conduct hazard mitigation planning – Evaluate plans through training exercises – Conduct community outreach and public engagement

ACTIVATION PHASE: Assess the emergency – Convene Emergency Planning Group (EPG) – Determine the emergency response level – Staff the Emergency Operation Center

RESPONSE PHASE: Determine incident priorities – Respond – Issue public guidance and warning – Coordinate with city partners – Request assistance/equipment as needed – Document response actions

RECOVERY PHASE: Transition to recovery – Assess damage and recovery needs – Initiate recovery efforts

MITIGATION PHASE: Review threats and hazards – After action reports – Coordination mitigation Efforts – Promote community resilience

Vineyard City's Emergency Management Plan establishes the framework through which the city, the county and the state agencies will respond to, recover from, prepare for and mitigate against all hazards that threaten the city. The plan also establishes guidance that supports implementation of the National Incident Management System (NIMS) and the Utah Governor Executive Order 2004-0012. The plan is a flexible living document which will be followed as far as it applies to a given circumstance. It is written in compliance with Utah State Code (53-2a-104). At the core of this plan is the city's desire to protect against, mitigate, respond to, and recover from threats and hazards that pose the greatest risk to the community. The core components of the NIMS include: Resource Management – Standard mechanisms to manage resources both before and after incidents. Command and Coordination – Leadership roles, processes and organizational structures for incident management. Communication and Information Management – Systems and methods to help ensure all individuals have the means and information needed for good decisions.

VINEYARD CITY PROFILE

KEY GEOGRAPHICS + TRENDS

The following information provides an overview of Vineyard's geographical and demographic information which guides preparedness, response, recovery and mitigation actions.

(Insert data # 6 – and maps of city location and size)

OPPORTUNITIES

Vineyard's central location in Utah county next to Orem and Provo (the county's largest cities) with their hospitals, two major universities, and easy access to I-15 provides a multitude of resources in the event of an emergency. The continued development of the Geneva Rd. corridor on the east and the Vineyard Connector to the North is expanding the city's entrances. The development of Utah Valley University's Vineyard campus, the Utah Lake Shoreline project and Downtown Vineyard is changing the economic base and city's culture. The rural and industrial sites of the past have enabled ground-up development with all new underground (hardened) power, water, sewer and natural gas infrastructure.

CHALLENGES

The challenges that Vineyard City faces include fault lines, earthquakes, liquefaction lines, continuation of Geneva Steel Mill's clean up, infrastructure development, air quality issues, Utah Lake algae blooms and mosquito control, geographical constraints, inadequate tax base, pressure from explosive population growth, and ongoing drought and water difficulties.

HAZARD OVERVIEW

The Mountainland Pre-Disaster Mitigation Plan documents and identifies Vineyard and the surrounding communities' hazard vulnerabilities:

(Insert chart in some form on pg. 19 in County manual #7)

CONCEPT OF OPERATION

ACCOMPLISHMENTS SINCE ...

IE: Powerline underground, Infrastructure, Grid Hardening, Evacuation Routes, Partnerships

WHY PREPARE FOR POSSIBLE DISASTERS?

Disasters disrupt hundreds of thousands of lives every year, removing access to necessities & shelter. Every disaster has lasting effects; people are killed or seriously injured, and property damage runs into billions of dollars. If a disaster occurs in our city, state, and county, governments will aid us in an attempt to mitigate the damages. Vineyard City has detailed plans and dedicated resources to address any possible emergencies covered in this manual. Local responders, however, may not be able to reach you in those first few hours or days and address individual needs. Cities' supply chains can be cut or reduced depending on the emergency at hand. Therefore, emergency preparedness is everyone's responsibility. There is no benefit in ignoring our known risks and hoping we can figure things out the moment when the emergency event arrives. We can collectively reduce the impact of any possible emergency event if we are prepared, create a plan, and 'Be Ready.'

Your preparation, along with that of your neighbors, is vital to the ability of our community to deal with any future emergency events. You and your family must rely on your personal preparation for the first few minutes and possibly an extended time after a disaster.

The following instructions will provide the information needed to 'Be Ready.' This Emergency Preparedness Manual has been created to provide Vineyard's citizens and partners such as Alpine School District, UVU, and local businesses with the information needed to 'Be Ready, identify individual responsibilities and city and state resources and abilities.

VOLUNTEERS

As noted, these emergencies require everyone's response. Volunteers in Police Service (VIPS): Neighborhood Watch participants and Block Captains are uniquely positioned to help in reporting what is going on in their neighborhoods during an emergency. This is where a resident can get involved in advance to solve solutions during an emergency.

Joining a Community Emergency Response Team (CERT) is another way to help your city. CERT training will provide citizens with basic skills that they will need to respond to a disaster in its aftermath. You can take the entire lecture portion of CERT training online and finish the hands-on practical portion in the city. Contact the city for more information if you are interested in volunteering for any of these positions.

In every emergency the city will have opportunities to take on additional volunteers. Sending your desire to help at this number, ***, will help keep order and help process resources most efficiently during emergencies that do come forward.

VINEYARD EMERGENCY MANAGEMENT PLAN

During the initial threat or an occurrence of an emergency or a disaster within Vineyard City, the following protective management actions will be initiated:

- 1) In response to a routine emergency event (no loss of life, limited property damage and no loss of city services) the Mayor or Designee will follow standard operating procedure by coordinating the actions of city staff, Orem Fire and Utah County Sheriff officers of the Vineyard Division.
- 2) In the case of an emergency with serious consequences such as multiple critical injuries, property damage and a disruption of city services, the City Mayor/Designee may activate the city's Emergency Operation Procedures (EOP), consult with Orem Fire and Utah County Sheriff officers, and determine incident command responsibility. The Mayor/Designee will coordinate a course of action with all stakeholders and government entities and will brief the City Council on actions to be taken.
- 3) With the event of a city-wide emergency/disaster (multiple casualties, widespread property damage, loss of city services) the Emergency Operations Center (EOC) composed of the City Mayor, City Manager, Emergency Coordinator and selected staff will perform various procedures. All emergency activities will be overseen by the Mayor or Designee under direction of the City Mayor.
- 4) The primary Vineyard EOC will be in the City Council room in City Hall. It is equipped with the capability to receive relevant information and provide coordination, direction, and control of emergency operations. Should it be necessary to relocate, the designated alternate locations may include a local school building or a Sheriff's Office vehicle that may be used as a mobile command post as the situation requires.

ALL public information will be released under direction of the Mayor or Designee to the media exclusively by the designated Public Information Officer (PIO) as the spokesperson of Vineyard City.

EMERGENCY ALERT SYSTEM

In the event of an emergency, Vineyard City will use the Everbridge all channel public warning system to alert and inform the community. Information/warnings/alerts will be sent out via cell phone, email and social media. The Sheriff's officers may also notify neighborhoods of emergencies via loudspeakers, lights and siren on their vehicles. Other source of reliable information will be the two radio/TV stations noted below :

KSL 1160 AM or 102.7 FM is the statewide communication source for the Emergency Alert System, and will broadcast messages on a statewide basis. If possible, KSL will also broadcast information on KSL TV Channel 5.

KBYU 89.1 AM or 107.9 FM is the emergency communication station for the Vineyard/Utah County area. Turn to this station for local information and instructions during an emergency.

All these stations will carry National and State weather alerts, State/Utah County emergency warnings and status updates.

BE TECH READY

Through the use of everyday technology, individuals, families, organizations and responders can adapt and respond to emergencies. The Everbridge System is one of those helpful tech systems. It allows citizens to sign up for alerts by providing their cell phone numbers and email addresses as a means of contact in the event of an emergency. This information is stored in the notification system and is not sold or shared. Contact the city if you have not joined the system.

Be sure you have extra batteries for all your devices, maintain a small battery or solar powered radio and charging cords for your cell phone use in your 72 hour kits for emergencies to ensure your family will have access to these emergency alerts.

EMERGENCY STATUS COLOR CODE

Colored flags and or signs will be posted prominently at highly traveled intersections previously to or during an emergency incident.

(Insert Color Chart #8)

EVACUATION NOTIFICATIONS

EVACUATION TYPES

The nature and severity of the emergency will dictate the need and type of evacuation order:

- **Stay in Place Order:** to keep citizens out of danger from serious weather (such as a blizzard).
- **Shelter:** move to a safe room/place (such as civil violence).
- **Vertical Evacuation:** moving to upper floors (such as a flood).
- **Horizontal Evacuation:** move away from a part of the city (such as a lakeside fire).
- **Complete Evacuation:** destroys all city public services making the city uninhabitable for a period time (such as an earthquake).

The implementation of protective actions such as evacuations requires coordination among multiple supporting agencies. The type of notification of an evacuation depends on the emergency and the time available.

Vineyard's Fire and Sheriff personnel may travel the streets with their sirens and lights activated or go door to door, giving public address announcements. Residents may be notified of emergencies by the activation of the national or statewide Emergency Alert System on radio and television stations. These alerts can be activated by the State, City, County, or the National Weather Service.

If notification to evacuate comes, **DO NOT DELAY**; follow the protocols. If directed, grab your GO BAGS and/or your 72-HOUR KIT if you can do so quickly. Do not try to gather any other items.

A rapid but orderly departure to the prescribed route and destination is imperative for the safety of all! Please follow the directions given at the time and the evacuation route on the map as shown below. Remember while material items can be replaced, your life and the lives of others cannot!

(Insert COPY OF THE EVACUATION MAP HERE as a FULL PAGE? #9)

EVACUATION CENTERS

The location of these centers will be determined by the type and severity of the emergency in cooperation with state, county government, and non-governmental agencies and can include schools, churches, and/or privately owned facilities.

Preparing Disaster Supply Kits

Having a disaster supply kit ready to take with you at a moment's notice ensures that you will have necessary supplies no matter how fast you need to evacuate. Pack supplies in duffel bags or backpacks and store them in a designated place near an exit route.

Create 3 kinds of disaster supply kits (personal go bag, car emergency kit, and 72-hour kit). In total, your family will need a personal disaster go-bag for each individual, an emergency kit for each vehicle, and an emergency kit for the home. Don't forget to prepare for the needs of pets.

Tailor personal go-bags for the individual, including clothing, medications, and any special food needs. Given Utah's winter weather, car emergency kits should include blankets (for a full list see Car Preparation). Your larger 72 Hour Kit will also come in handy if you end up taking shelter-in-place. Items included in the list below will ensure that your disaster supply kits include all the essentials.

PER PERSON

Water: One Gallon Per Day For Three Days

Store water in tightly sealed plastic bottles or use commercially bottled water. Use water with a recycle symbol containing the number 1, 2 or 4 on the bottle. If stored properly (in a cool, dark place), water will stay good indefinitely. If stored elsewhere, replace every six to twelve months.

Food: Pack Enough For Three Days

Include boxed, sealed packages and self-opening cans that require little or no preparation. Such items as jerky, dehydrated fruit, hard candy, protein bars, drink powders and MRE's are light weight and small in size.

Storage:

Replace food in kit every six to twelve months or by expiration date. Remember to include food for infants and pets or special needs individuals, and include age-appropriate supplies, such as diapers or formula.

TIP: Parents can help minimize fears children may experience by including favorite toys and foods in 72-hour kit.

Tools & Equipment

- Basic plastic or metal utensils
- Plastic cups
- Resealable plastic bags
- Heavy-duty garbage bags
- A multi-use tool
- Small towels and washcloths
- A mylar blanket for each individual.
- A small flashlight and batteries

Additional Personal Items

Include in an adult's go bag:

- Three-day supply of prescription meds
- Hard copies (or flash drive) of birth and marriage certificates and bank account information
- A nominal amount of cash
- Female products
- Small first aid kit
- Roll of toilet paper
- A whistle

Include in a child's go bag:

- Paper/coloring book and a pencil/crayons
- A comfort item such as a toy, stuffed animal, or blanket
- One change of basic clothing including shirt, pants, underwear, socks, and shoes
- A three-day supply of meds, baby formula, disposable diapers, and wipes

Include in a pet go bag:

- Dry food
- Water
- Leash and collar
- Cat litter and pan
- Plastic bags for waste disposal
- Medications

For further information and help in building your family's disaster supply kits, visit:

- <https://ready.gov>
- www.redcross.org
- <https://wvc-ut.gov>

TIPS FOR PREPARING CHILDREN AND SPECIAL NEEDS INDIVIDUALS

Let children know in a calm, confident and factual way that they are safe, there is a plan, and preparations are complete. During an emergency, give simple, easy-to-understand instructions.

Review & practice your household safety/emergency plans annually. Give every household member a role/job in the plan (i.e., pack personal go-bag). This ownership will provide confidence and comfort.

After the event, allow children and adults to talk about what they went through. Please encourage them to share concerns & ask questions. Listen carefully and answer all questions as fully as possible.

Reassuring hugs & emotional support helps heal.

Encourage actions related to the emergency, such as volunteering to help the community or other household members, in order to manage their feelings.

Individuals with disabilities may react more intensely to emergencies since they have less control over events. They may act out as they manifest loss, distress, worry, and/or anger. Calm words of reassurance and explanations before, during, and after the event will better manage emotions. For further reading, go to the following site: Individuals with Disabilities at www.beready.gov.

PETS AND EMERGENCIES

Furry or feathered household members need an emergency plan. Emergency plans should incorporate alternative evacuation facilities. Red Cross shelters will not accept pets because of state health regulations. Check with associates & alternative facilities that do accept pets.

SHUT OFF WATER, ELECTRICITY & NATURAL GAS

Learn the location, the tools needed, and the procedure to shut off the water, electricity & natural gas properly.

FIRST AID KIT ESSENTIALS

A well supplied First Aid Kit must be tailored to the individual needs of your family. Existing health problems in the family, such as heart disorders, diabetes, serious allergies, asthma or ulcers make it necessary to include specific medications in your kit.

It is also necessary to consider the ages of family members. In addition to special items dictated by your specific family members, there are numerous commercially produced basic first aid kits running from \$5-30 that are compact in size and that that you can add your special items to.

All are life threatening and should be acted on quickly. At least one adult member of every family should become familiar with the **Four main first aid functions: *Airway-Breathing-Circulation-Shock***.

TREATING SERIOUS INJURIES

Injuries are common in disasters, but there are simple things you can do to comfort those who are hurt and prevent further harm. It's always a good idea to learn first aid, CPR and the Heimlich maneuver. **Join a Stop the Bleed Class or other First Aid Classes** offered by the City on a rotating basis.

HEAVY BLEEDING: Cover the wound with a clean cloth and press firmly. Add additional cloth on top of the first cloth as needed. Elevate bleeding arm or leg unless fracture is suspected.

BURNS: Flush burned areas with cool water (unless it's an electrical burn). Do not use ice or ointment except on minor burns. Do not break blisters or remove clothes stuck to the skin. Cover injured area with a dry, clean dressing. Call 911 if burn is serious or covers more than one body part, including head, neck, hands, feet or genitals, or is caused by chemicals, an explosion or electricity.

FRACTURES: Do not move the victim if they are unconscious or have suspected back or neck injuries. Treat breathing, bleeding or shock first. Immobilize fracture before moving victim.

SHOCK: Shock is indicated by pale, clammy skin, weakness, fast breathing, rapid, weak pulse, and confusion. Lay the victim on their back, keep them warm and keep their feet elevated.

Always call 911 if a person is seriously injured.

As you consider building your own First Aid Kit, visit the following: Kidshealth.org

MANAGING A DISASTER AT HOME

Although you may never be asked to evacuate, disasters can isolate you from outside help and make it necessary for you to care for yourself for days at a time. Your disaster supply kit will contain many of the tools and supplies you need.

Water

Water is crucial for health and survival. If a disaster is imminent, fill pitchers, jars, buckets, water bottles, and your bathtub in case your community's water supply is cut-off. If your drinking water is running low, use water from your 72-Hour kit, water heater tank, and toilet tanks (not bowls). Using the water from radiators, waterbeds, or swimming pools is NOT safe. Each person should drink at least two quarts of water each day and look for more water for the next day.

Power

Power may go out. If the power goes out, check your fuse box or circuit breaker, or contact neighbors to see if the outage is limited to your home. Leave one light turned on to know when power is restored. If you plan to use a generator, operate it outside, not in the basement or garage. Do not hook it up directly to your home's wiring. Instead, connect the equipment and appliances you want to power directly to the outlets on the generator. Avoid opening the refrigerator and freezer doors. Food will remain fresh for up to four hours after the power goes off. If you know a power outage may happen, freeze water in plastic bottles to keep food cool longer. Turn off computers, stereos, televisions, and appliances when the power goes out. Protect your computer with a surge protector. Practice energy conservation to help power companies avoid rolling blackouts. Know how to release your electric garage door manually. Gas stations use electricity to operate their pumps; always keep your car's fuel tank at least half full.

Food

Ration food supplies for everyone except children and pregnant women. Most people can survive easily on half their normal amount. Avoid eating food from dented or swollen cans or food that looks or smells abnormal.

WHAT TO DO AFTER A DISASTER

Whether returning home from an evacuation or venturing outside for the first time after an event, be aware of new dangers that may have arisen due to the disaster. You may experience washed out roads, downed power lines, contaminated drinking water or other hazards. Report problems promptly to local officials so that corrective measures can be taken.

Inspect Your Home for Damage

- When reentering your home, look for structural damage, loose or damaged electrical wires, and gas leaks. Only enter a fire-damaged house once authorities have inspected it. If the structure seems unsafe, contact a professional before entering. Contact your insurance agent. Discard spoiled food from your refrigerator. Follow emergency procedures.

Note: Helping Children Cope

A child can be traumatized by a disaster, whether experienced first-hand, seen on television, or learned from an adult. Monitor the nature and quantity of disaster-related programming your children are exposed to and contact your school to determine how teachers deal with the situation. If your children have questions about the disaster, answer them truthfully, but don't allow the subject to dominate your conversations. Provide reassuring words and affection.

DEALING WITH SPECIFIC DISASTERS

An emergency plan and a disaster supply kit will help you manage almost every kind of crisis, whether natural or caused by humans. Each situation requires specific types of preparation and action. Read through these specific disasters to familiarize yourself with the variety of hazards and how to prepare, respond, and recover.

1. Economic Emergencies
2. Earthquakes
3. Fire
4. Missing Person
5. Floods
6. Drought
7. High Winds
8. Power Outage
9. Natural Gas Leaks
10. Electric Safety
11. Thunderstorms & Lightning
12. Winter Storms
13. Car Preparation
14. Hazardous Materials
15. Pandemic/Epidemic
16. Terrorist Attacks
17. Nuclear Attack

ECONOMIC EMERGENCIES

A recession is a period of economic downturn spread across several months or years. To help prepare for a recession, job loss or other financial hurdle, aim to build an emergency fund that covers three to six months of living expenses. If you're falling behind in debt payments, reach out to your creditors and ask for hardship concessions. "Ask yourself: Where can I reduce monthly outflow?"

Volunteer: In recession communities level of service is reduced, community connection bolsters jobs, feeds charity, and build community, which are all necessary for economic recovery.

Food Security: Storing Food & Water will provide for the needs of each household during supply chain breakdowns. Gardening, which will ensure additional food security

1. Focus on budgeting and building an emergency fund

Whether the economy is surging or stalling, it's important to have enough money set aside so you can still pay your monthly bills in the event of an unexpected job loss or other emergency. "Every dollar adds up to 10, and 10s rapidly increases to 100."

2. Prioritize paying off high-interest debt

Shoring up your finances also means tackling debt. "The first thing I would tell people to do is to pay down variable rate debt, like credit card debt,"

3. Update your résumé

Layoffs and cost-cutting measures are already starting to sweep through the tech and media sectors, which could be a bad sign for other industries.

4. Get creative about saving

Consider other ways to earn more money—be it asking for a raise or adding another revenue stream through a side hustle.

5. If you have savings to invest, be savvy about it

The stock market typically slumps before a recession begins and rebounds before the economy improves, so heading into a recession can be a good time to buy stocks when prices are lower.

6. Having a 6month/year food supply and savings

This will help to provide for needs during loss of jobs, supply chain breakdowns, and/or high inflation.

Resources:

- UtahjobBoard
- VineyardUtahJobs
- UVU Resume Builder
- Utah County Health Department
- Crisis Centers
- Food Coalition
- Vineyard Community Garden

Recovery: **WORK, SAVE, INVEST,STAY MENTALLY HEALTHY**

"A job is a job", and "This too shall pass"

EARTHQUAKE

Earthquake damage can extend for miles from the epicenter of these traumatic shifts in the earth's crust, resulting in collapsed buildings, bridges, overpasses, cracked roadways, downed power lines, broken gas lines, fire, explosions, and landslides.

- Store water and a food supply.
- Secure major appliances and furniture to both the floor and wall.
- Move large objects and breakable items to lower shelves.
- Fasten pictures and mirrors securely to walls.
- Install flexible pipe fittings to minimize breakage of gas & water lines.

DURING AN EARTHQUAKE

- **Indoor** -Stay indoor. Find protection in a doorway, under a desk or table. Stay away from windows/ glass dividers. Avoid masonry wall (brick) chimneys and fireplaces.
- **Office building**- stay next to a pillar or support column or under a heavy table or desk.
- **Outside**- stand away from buildings, trees, telephone & electric lines & anything taller than you.
- **Vehicle** - If in a vehicle, stay clear of under-passes & overpasses, stay in your vehicle.

AFTER AN EARTHQUAKE

1. Check for injuries & Administer first aid.
2. Notify Family or Emergency contacts of your status as soon as possible.
3. Enact plan for reuniting with your family
4. Use cell phones only for emergencies.
5. Turn the radio to emergency stations (102.7 KSL FM or 107.9 KBYU FM) & listen for instructions from safety agencies.
6. Prepare for aftershocks
7. Don't turn light switches on or off. Sparks created by switch contacts can ignite gas.
8. Check for safety—gas, water, sewer line breaks, fires, downed electric lines, & building Damage & Clean up dangerous spills.
9. Don't use matches or open flames in home until positive that there are no gas leaks.
10. Turn off interrupted utilities.
11. Look for potential safety problems such as cracks around chimneys & foundations.
12. Report damages or needs to your neighborhood block captain.
13. Assist the neighbors & others as able.
14. Do not re-enter a home if damaged until it has been inspected.
15. Learn how, when and where to turn off electricity, gas and water

FIRE

There are easy steps to take that can reduce fire risk and injuries from a blaze, whether inside or outside your home. Create a household fire escape plan that shows two ways to exit every room, and has a meeting place outside. Practice at least twice per year; Include your basement & second floor.

- Smoke/ Carbon detectors & fire extinguishers on every level of your home, in & outside of every sleeping area; also in vehicles. Test and clean detectors & equipment monthly. Replace batteries at least twice per year.
- Escape ladders for all windows 8+ feet off the ground (especially for children.)
- Keep home (inside and outside) free of combustible materials. Homes near the lakeshore, wetlands, uplands, or undeveloped land, should prepare for wildfires.
- Don't run cords under carpet or rugs, or behind curtains.

DURING FIRE

- Removing any of these 4 elements will extinguish fires; Fuel, Heat, Oxygen & Chem. reaction.
- Never fight a fire if you do not know: what material is burning, the type of fire extinguisher to use, how to use the fire extinguisher, if the fire is spreading beyond the spot it started, or if your instincts tell you not to.
- If inside & you have time, evacuate everyone.
- Crawl low to the ground, under the smoke.
- Feel the door: if door is warm: remain in room & call for help. If door is cool: leave room & close the door behind you. Use stairs: not elevators
- DO NOT return to a fire for anything.
- PREVENT children from returning to structure to rescue a pet or prized possession.
- Go to the nearest house or building; call 911
- Give Address & Fire tp. Follow instructions.
- If clothes catch fire, STOP, DROP, ROLL. Cover your face with your hands.
- If you see someone on fire, use a blanket or coat to smother fire. {Do not fan them}
- Follow established evacuation procedures in public buildings.

AFTER THE FIRE

- After fire do not reenter the building until appropriate authorities (fire department, sheriff or city building inspector) have given permission.

Extinguishers with the following conditions should be removed from service:

- When cylinder or shell threads are damaged.
- If there is corrosion that caused pitting.
- When the extinguisher has burned in a fire.

MISSING PERSON

Not all missing person cases can be prevented, however, there are some strategies you can use to help minimize the risk of going missing, or having a loved one go missing.

The key to prevention is enhancing individual resilience and resourcefulness, strengthening family and community networks, and using existing tools to stay connected and be safe.

Search Group Items:

Mobile phone

Missing person flyers/poster

Walking sticks & Whistles

Maps & Flashlights

protective eyewear

Reflective & Protective clothing

First Aid Kit

Brightly colored tape

Camera: Don't Touch Evidence

Sunscreen & Insect repellent

Water and food/snacks

Missing Person Resources

Missing Person Resources:

- Utah Private Organizations: Missing, Runaway, Foreign Missing
- <https://bci.utah.gov/missing-persons/resources-for-missing-persons/>
- Utah Missing Persons Clearinghouse Functions
- <https://bci.utah.gov/missing-persons/utah-missing-persons-clearinghouse-functions/>
- ORGANIZE SEARCH
- Here are some steps you will need to take to organize a search:
- <https://www.missingpersonsguide.com/guide/>
- <https://www.missingpersonsguide.com/>

If someone has gone missing please contact the law enforcement. If you think you know the whereabouts of any person, BEFORE TAKING ANY ACTION, please contact the law enforcement agency listed in the record, or the Utah Department of Justice.

Police will usually only conduct a search if they believe your loved one's disappearance is suspicious. The State Emergency Service (EOC) will conduct searches for missing persons with approval from police. Vineyard Dispatch: 801-794-3970.

ORGANIZED SEARCH & MISSING PERSON PROTOCOLS

Keeping track of what has been done will help you decide what to do next (if anything). Delegate any or all of these tasks on the checklist, and remember that these are only suggestions - you know your missing loved one best, so only do what you feel is necessary when you feel it necessary.

Immediately:

Keeping a record

Gather details: physical description & circumstance

Report missing person

Create poster & distribute

Spread word on facebook

Report to registries

Gather Volunteers

Week 1

Create Facebook page

Create Twitter account

Store information centrally (e.g. Dropbox)

Media release & attention
Contact relevant people & orgs. Managing missing persons affairs.

First Month

Managing missing persons affairs. Consider Billboards & bumper stickers to distribute. Request or

organize a ground search.

Consider a hotline phone.

Long Term

Write a blog & articles.

Hold events & fundraisers

Family Tracing Service

Request an inquest

Create reward for info

Make age-progression

RECOVERY: PREVENTION AND COUNSELING

FLOODS

Floods occur regularly across the nation, causing damage. Although our community is not in a high-risk area geographically, we can experience localized flooding. Those living near waterways or other low-lying areas are most at risk, but anyone in a community susceptible to flooding can be affected. Know the floodplains in Vineyard.

- Determine if your property has flooded
- Make an advanced flood plan of what to do and where to go.
- Keep vehicle gas tanks half-full in case of an evacuation.
- Follow the National Flood Insurance Program

ACT AND RESPOND:

Leave before flooding starts

Know safe alternative routes & how to evacuate

Prepare an Emergency bag with food, drugs, documents, etc.

Stay informed on the local news

In Flood Prone Areas, Keep USEFUL items at home (Sandbags, etc.)

Avoid Contact with floodwater & swimming

Disconnect Electricity & Gas

Don't walk or Drive in Flood Water

Get to Higher Ground

Follow Evacuation Procedures & Notifications

Free Cattle & Lead Animals to A Safer Place

Communicate to your Family of your status

- Do not attempt to drive over flooded roads, as they may be washed out.
- While Driving, watch for flooding at bridges, dips, and low areas.
- Drive slowly in water, use low gear, and be careful of damaged roads.

AFTER THE FLOOD

- Don't Go home or to Disaster areas until declared safe
- When Back Home Clean & Disinfect surfaces & Items
- Don't Touch Powerlines

Structure & Utilities

Check for structural damage before entering. Make sure the electricity is off, & watch for electrical wires.

Food & Water

Do not use food that has been contaminated by flood waters. Test drinking water for potability.

RECOVERY: SECURE FOUNDATION & REBUILD

DROUGHT/ CONSERVATION

Water supply conditions below 75% of the average signify potential for undue hardships. Drought can cause long-term public health problems, including shortages of drinking water & poor-quality drinking water. Impacts on air quality, sanitation, hygiene, food & nutrition. More diseases, i.e., West Nile Virus carried by mosquitoes breeding in stagnant water.

Water Conservation is the Key to a Drought.

Store water for needs during an initial disruption of water availability

During severe droughts, food supplies run short

Prepare:

1. 3 month-1yr food supply. Store water purification
2. 3-day supply drinking water per person

ACT

- Crops struggle, Water for cattle is limited
- Wheat germination is poor, feed reduced, springs are drying
- Pasture & Water inadequate for cattle, Poor air quality, Dust, streams & ponds are Dry.
- Fire Danger Increases; fire Bans on public lands, Native vegetation struggles, streamflow low
- Fire restrictions increase, Irrigation water allotments are cut.

1. Turn off the water while shaving
2. Turn off water while brushing teeth
3. Take short showers (5 min) install low flow shower head
4. Leaks: 1 cups per minute equals 90 gallons/day
5. USE energy efficient dishwasher fully loaded
6. Use Energy efficient washing Machine when Fully loaded
7. Water in the in the coolest time of the day & never leave hose running
8. Broom to clean driveways and sidewalks vs hose
9. Plant drought-resistant trees and plants & Flip Strip
10. Know safe alternative routes & how to evacuate

11. Check outside faucets for leaks, replace seals
12. Cover your swimming pool when not in use

RECOVERY:

- Incorporation water conservation in your daily life.
- Test drinking water for potability, when it resumes
- By using these suggestions, you can save thousands of gallons of water per year! A five minute shower will save up to 7 gallons of water over the national average shower.

HIGH WINDS

In preparation for high winds (which are common in our area), survey your home and property. Take note of materials stored, placed or used, which in the event of high winds could become destructive to other structures. Devise methods of securing these materials where they will still be accessible for day to day needs.

- Keep radio (KSL or KBYU) or TV (KSL) on to monitor for wind advisories.
- Draw some water for emergency use in the event water service is interrupted.
- Have a supply of flashlight batteries, spare batteries, first aid equipment, medicines and other emergency supplies available for emergency use.
- Secure outdoor furniture, trash cans, tools, etc.

DURING HIGH WINDS

- Take shelter in basement, hallways, closets and away from windows.
- Stay out of areas where flying objects could injure you or destroy your place of refuge.

AFTER WINDS SUBSIDE

- Inspect for structural damage and report damage to your insurance agent immediately
- Check all utilities for damage and ensure proper operation.
- Monitor radio and TV for instructions from local authorities.
- Help clean-up debris and rebuild community

70-300+ mph

Large Dark low lying cloud, Large Hail, Rotating Funnel-Shaped Cloud, Cloud of Debris, Dark Green Skies, Roaring Sound Similar to a Train: Could be a Tornado!

POWER OUTAGE

Power outages should be reported to and resolved by Rocky Mountain Power, with the assistance of the city as requested. The length of power outage is totally dependent on the type of emergency experienced and is beyond the control of the city.

PREPARATIONS FOR A POWER OUTAGE

- Learn location of fuse box or circuit breaker.
- Store flashlights and extra batteries in a handy place.
- Have food and water supply on hand, since the outage may last a while.
- Keep an adequate supply of fuel on hand. Any supply of fuels as noted above **MUST NOT** be stored in the house or garage!
- Do not operate electrical switches, appliances or battery-operated devices if you suspect natural gas leak. This could create sparks that could ignite gas from broken lines.
- If gas line breakage is suspected, shut off gas at the meter.
- If no gas leaks are found, turn on a battery-operated or car radio to receive disaster instructions. KSL 1160 AM and KBYU 89.1 FM and 107.9 FM are the primary and secondary stations for information.
- Do not use your cellphone except in extreme emergency situations.
- Keep your refrigerator well defrosted. Build up ice works against your freezer.

DURING THE POWER OUTAGE

- Unplug all your appliances. The surge of power when restored could ruin your appliances.
- Turn off all but one light.
- A major problem during an outage is food thawing in the freezer or refrigerator. Open the door only to take food out, and do so as quickly as possible. If you have access to dry ice, place it in a cardboard box and then on top of the food.
- When using camping equipment during an outage, remember to do so outside.
- Do not let children carry candles or lanterns.

AFTER THE OUTAGE

- Plug in appliances one-by-one to prevent an overload on the system.
- Be patient, power is first restored to police, fire departments, hospitals and other essential services.
- Examine frozen foods to ensure they are still good. If meat is off color or has an odd odor, throw it away.

Natural Gas Leaks

While unlikely a gas leak will occur, it is important to be prepared. Natural gas is easily ignited by heat, sparks, or flames and will form an explosive mixture with air. Vapors may cause dizziness or asphyxiation without warning. Basement Floods can potentially cause gas leaks.

LEARN THE SIGNS

- Smell – a strong odor, like rotten eggs. Natural gas has no scent, so a strong odorant is added to help you smell possible leaks.
- Sight – bubbles in standing water, dirt or debris blowing into the air, or vegetation that appears dead around the pipeline area.
- Sound – a roaring, hissing or whistling sound.

WHAT TO DO

- Leave – Evacuate everyone from your home immediately and move away from the premises.
- Stop – DON'T use/do anything that could create a spark, such as light a match, turn appliances or lights on or off, use a telephone or cell phone, ring a doorbell or start a car.
- Call – Once you are at a safe location, such as a neighbor's house, contact your local gas utility and/or dial 911.

USE GAS APPLIANCES SAFELY

- Do not use a gas range (oven or burner) to heat your home—prolonged use of an open oven in a closed house or apartment can lead to a build-up of carbon monoxide, an odorless, poisonous gas.
- Never use a gas grill to cook or heat in the house or any enclosed space like the garage or basement. This practice can lead to carbon monoxide poisoning.
- Keep the area around natural gas appliances clean and unblocked.
- Keep cleaning products, gasoline, paints and other combustible materials away from natural gas appliances.
- If the pilot light goes out, make sure all knobs are turned off and wait a few minutes before reigniting. Light the match first and hold it to the pilot light before turning on the gas. If you have difficulty getting the pilot light to reignite, turn the gas valve off and call a repair professional to assist you.

ELECTRIC SAFETY

Be aware that unusually warm or hot outlets, sparks or flickering lights, buzzing sounds and breakers that continue to trip may be a sign that unsafe wiring conditions exist. Have a qualified electrician perform an inspection and make any necessary repairs.

STAY SMART ABOUT YOUR ELECTRIC SYSTEM:

- Know the location of the electrical breaker panel. Label all circuit breakers and fuse boxes clearly so each switch is clearly marked as to which outlet or appliance it is for.
- Always use the correct size fuse, replacing a fuse with one of a larger size can cause excessive currents in the wiring and possibly start a fire.
- Use power strips or smart strips with surge protectors to save energy and prevent overloaded outlets.
- Place safety covers in unused outlets to protect children and pets.

BE WARY AROUND WATER:

Water is a good conductor of electricity and can cause serious injury

- Keep all appliances away from water sources.
- If your basement floods, a shock hazard may exist even in an inch of water if an extension cord connection is on the floor. If the electrical panel is upstairs or in the basement (and can be reached on dry ground), shut off all circuits. If not, check your house electrical meter. If it is on your home there may be a main disconnect switch (breaker) next to it. If the meter is on an underground service, it may be in front of your home, but there should be a main breaker line where the line enters the home. Shut it off!
- Do not operate any electric appliance or device with wet hands, while standing in water, or while in the bathtub or shower.
- Ground fault circuit interrupter (GFCI) outlets should be located in bathrooms, kitchen, garages, basements, exterior receptacle locations, or other areas near water sources to protect from a dangerous shock in case electricity and water come together.

TIP: A shut off valve is located on the street side wall of your basement. If you live on a corner lot, it could be on the sidewall as well. In either case, turn it to the off position.

THUNDERSTORMS AND LIGHTNING

Due to the Vineyard's geography (Utah Lake and surrounding mountains), Vineyard may experience thunderstorms with exceedingly high winds and lightning. Even those that are not severe can still be dangerous. Lightning is a threat, though it may seem that a thunderstorm is miles away.

HOW CLOSE IS THE STORM? To determine how close a thunderstorm is to you, count the seconds between the lightning flash and the next rumble of thunder. Divide that number by five. The answer is the number of miles the storm is away.

PREPARATIONS TO PROTECT YOURSELF

- No place outside is safe in a thunder and lightning storm. When thunderstorms or lightning threaten, get inside a home or large building, or inside an automobile. Stay indoors and don't venture outdoors unless necessary.
- Stay away from open doors and windows, fireplaces, stoves, metal pipes, sinks and plug in appliances. Don't use plug in electrical equipment such as hair dryers, electric blankets, or electric razors during storms.
- If there is no time to reach a safe building or an automobile, follow these rules:
 1. Do not stand underneath a natural lightning rod, such as a tall, isolated tree in an open area.
 2. Avoid projecting yourself above the surrounding landscape, as you would do if you were standing on a hilltop, in an open field, on the beach or fishing from a small boat.
 3. Get out of the water and out of the boat.
 4. Get away from metal equipment.
 5. Stay away from wire fences, metal pipes, exposed sheds or anything that is high that would conduct electricity. Some of these could carry electricity to you from some distance away.
 6. Don't use metal objects like fishing rods or golf clubs. Cleated shoes are particularly good lightning rods.
 7. Stay in your automobile if traveling. Cars offer excellent lightning protection.
 8. If only isolated trees are nearby, your best protection is to crouch in the open, keeping twice as far away from isolated trees as they are tall.
 9. When you feel the electrical charge—if your hair stands on end or your skin tingles—lightning may be about to strike. Drop to the ground immediately.
 10. If severe weather/thunderstorms appear possible, listen for National Weather Service alerts on radio, TV or social media.

FIRST AID FOR LIGHTNING

- Persons struck by lightning receive a severe electrical shock and may be burned, but they carry no electrical charge and may be handled safely.
- A person "killed" by lightning can often be revived by prompt mouth-to-mouth resuscitation or prolonged CPR.
- If a group is struck by lightning, those who are apparently dead should be treated first; those who show vital signs may probably recover spontaneously, although burns and other injuries may require treatment.

WINTER STORMS

Cold snaps can be as challenging and as deadly as any other natural disaster. You can best weather these times through pre-season preparation and the right know how.

BEFORE THE STORMS

- Arrange for emergency heat in case of power failure.
- Prepare your automobile prior to winter weather by making sure the battery is good, that the fuel tank is full and the car emergency kits are up to date (especially for winter).
- Your car will help you keep warm, visible and alive should you be trapped in a winter storm. A lighted candle will help keep you from freezing, but you must remember to have a window open slightly for ventilation.

DURING AND AFTER THE STORM

- Dress warmly. Wear multiple layers of protective, loose-fitting clothing, scarves, mittens, and hoods. Cover the mouth and nose to protect lungs from extremely cold air.
- Avoid travel, but if you become stranded, stay in your vehicle—keep it ventilated, bundle up, light an emergency candle for warmth, change positions occasionally and don't panic. While driving use extreme caution.
- Avoid overexertion. Heart attacks are a major cause of deaths during and after winter storms. Shoveling snow or unfreezing stuck vehicles can be extremely hard work. Don't overdo it! When shoveling snow, use your legs, not your back to lift in order to avoid back injury.
- Be prepared for isolation at home. If you live in a rural area, make sure you can survive at home for a week or two in case the storm makes it impossible for you to leave.

Definitions to know:

WATCH: A winter storm is approaching

FLURRIES: Intermittent snowfall that may reduce visibility

SLEET: particles of ice, usually mixed with rain. If enough sleet accumulates on the ground, it will make the road slippery.

HEAVY SNOW: when four or more inches are expected within a 12-hour period.

FREEZING RAIN: When expected rain is likely to freeze as soon as it strikes the ground, putting a coating of ice or glaze on roads and everything else that is exposed. If a substantial layer of ice is expected to accumulate from the freezing rain, then an ICE STORM is forecast.

BLIZZARD: the most dangerous of all winter storms. It combines cold air, heavy snow and strong winds that blow the snow about and reduce visibility to only a few yards. Winds typically 35 mph or more and temperature 20 degrees F or below.

SEVERE BLIZZARD WARNING: very heavy snowfall is expected, with winds of at least 45 mph or temperatures of ten degrees or lower.

CAR PREPARATION

Winterize your car:

- Check the wipers, battery, heater, defroster, ignition system, lights, oil and tire pressure.
- Consider purchasing snow tires or chains.
- Pack a winter emergency kit with a window scraper, blankets, battery powered radio, flashlight, water, snacks, tow chain or rope, shovel and flares.
- Keep tank half full of gas or charged.

Fuel Storage

- Use a vented metal can like a Jerry-can are better than plastic
- Fire Protection Association discourages storing more than 5 gallons
- Store fuel away from living quarters (such as in a ventilated detached shed) away from ignition sources
- DO NOT store gasoline in the basement, utility room or garage of your home
- Gasoline has a relative short shelf-life, it begins to degrade in month
- Use a stabilizer if kept over a month or two
- Camping stove cannisters need to be stored upright under the same rules

Car Emergency Kit

- Bottled water (2-3 gal.)
- Granola / energy bars
- Blankets
- First aid kit (with seatbelt cutter and window breaker)
- Extra Clothing and Shoes
- Wind up Flashlights
- Whistle
- Small tool kit (screwdrivers, pliers, vise grips, adjustable wrench, tire pressure gauge, etc.)
- Flashlight and extra batteries or flashlight that doesn't need batteries
- Washer fluid
- Pen and paper
- Multipurpose tool
- Paper Towels/Rags
- Emergency candle
- Durable canvas bag to store supplies
- No-spill gas can (2-5 gal.)

- Jumper cables (12-20', be sure to get the right gauge for your vehicle)
- Battery powered jump starter
- Roadside flares/glowsticks (4, check out these reusable LED flares)
- Flat tire inflation canister (non-explosive)
- Spare tire and jack
- Spare car fuses
- Road maps
- Car fire extinguisher (ABC type)
- Antifreeze (1 gal.)
- Two quarts of oil
- Roll of duct tape
- Rain gear & umbrella
- Sack of sand/salt
- Extra gloves, boots, wool socks, stocking cap, shoes
- Small Shovel, Scraper, & Snow Brush
- Hand-held GPS unit
- Towing strap or chain
- Sanitation (hand sanitizer, towelettes, small trash bags)
- Emergency car battery charger
- Solar battery charger
- Toiletries, soap, etc.
- Cell phone charger (left in car at all times)
- Battery powered and/or Hand crank radio
- Sleeping bag(s)
- Tow Chains

HAZARDOUS MATERIALS

Toxic products are stored, used and transported daily through our community. Occasionally accidents happen, and the effects of spills and leaks can be spread for miles through the air, sewer system or waterways.

BEFORE CHEMICAL DISASTER

- Learn the emergency alert system for your area.
- Be prepared to evacuate with little or no notice, see Vineyard Evacuation Map.

DURING A CHEMICAL DISASTER

- Call 911 if you witness a spill or accident.
- Evacuate immediately if told to do so by authorities.
- If not evacuating, get inside as quickly as possible, bring pets inside too.
- If you are advised to stay inside and shelter in place:
 - Close windows, and both inside and outside doors.
 - Turn off air conditioners.
 - Gather everyone in the above-ground room with the fewest doors and windows.
 - Tape plastic sheeting around windows and vents, and tape the sides, tops, and bottoms of doors.

AFTER A CHEMICAL DISASTER

- If you were evacuated, do not return home until authorities say it is safe. After you return or when authorities say it is okay to leave your shelter, open all windows and turn on vents and fans to flush chemicals and gasses from your home.
- Report any residual gasses, chemicals or other hazards.
- Seek medical treatment for any exposure as soon as possible.
- Seal up exposed clothing and contact authorities about proper disposal.
- Find out from authorities (fire dept. and city officials) how to clean up your land or property.

IF EXPOSED TO CHEMICALS

- *Quickly remove all clothing and items in contact with the body and bag them. Cut shirts off to avoid contact with the face.*
- *Flush eyes with water.*
- *Wash hands and face with soap and water. Use a soapy cloth to blot exposed skin. Rinse with clean water.*
- *Change into clean clothes.*
- *Seek medical help as soon as possible.*

PANDEMIC PRECAUTIONS

With the nation's experience with the Covid pandemic of 2020-2021, we are all aware of the extensive effects of a pandemic on our society and community.

TERMS IDENTIFIED

H1N1 Influenza is a respiratory disease of pigs caused by type A influenza viruses that causes regular outbreaks in pigs. People do not normally get swine flu, but human infections can and do happen.

Bird flu is commonly used to refer to as Avian flu (see below). Bird flu viruses infect birds, including chickens, other poultry and wild birds such as ducks.

Avian flu (A1) is caused by influenza viruses that occur naturally among wild birds. Low pathogenic A1 is common in birds and causes few problems. Highly pathogenic H5N1 is deadly to domestic fowl, can be transmitted from birds to humans, and is deadly to domestic fowl, can be transmitted from birds to humans, and is deadly to humans. There is virtually no human immunity and human vaccine availability is very limited.

Pandemic flu is virulent human flu that causes a global outbreak, or pandemic, of serious illness. Because there is little natural immunity, the disease can spread easily from person to person. Currently there is a vaccine readily available for Covid and its variants.

Seasonal or common flu is a respiratory illness that can be transmitted person to person. Most people have some immunity, and a vaccine is available.

HOW TO PLAN AND PREPARE

As health officials combat any new influenza virus with detection, diagnosis and treatment protocols, it's important to realize that managing a major disease outbreak requires participation from everyone.

All Americans need to prepare themselves and their family to be safe from the spread of disease or from any other possible disaster or crisis situation. Below are some of the recommended actions to take when preparing for a possible pandemic disease outbreak.

- Practice good hygiene. Ensure you and your family members always practice flu prevention principles, such as:
- Use good cough etiquette. Cough and sneeze into your sleeve or a tissue, not your hands.
- Wash your hands often with soap and water, especially after you cough or sneeze. Hand sanitizer is also effective.
- Avoid touching your eyes, nose or mouth. Germs spread this way.
- Try to avoid close contact with sick people.
- If you get sick with influenza, CDC recommends that you stay home from work or school and limit contact with others to keep from infecting them.

SOCIAL DISTANCING MEASURES

Social distancing, or limited personal interaction, is an important preventative measure to reduce the spread of disease. If a pandemic situation occurs, you may be asked to stay in your home, with limited access to outside sources of food or services. To reduce the need to go to public places, buy and store a two week supply of water and non-perishable food for the entire family, including pets. Have two weeks of regular prescriptions of your prescriptions and non-prescription drugs.

Consider impact on faith and social group activities. If you participate in regular group activities, such as worship services, sports teams, book clubs, service groups, discuss how a possible pandemic flu might affect your meeting frequency and location, routine practices and planned activities.

TERRORIST ATTACK

National security emergencies can include terrorist acts from bombings to chemical or biological attacks. Although terrorists intend their acts to spread fear, the actual damage they cause can often be minimized through preparedness and quick action.

ACTIONS TO BE TAKEN:

RAISE YOUR AWARENESS

- Be aware of your surroundings. Note emergency exits and stairways.
- Leave the area if you feel something is wrong.
- Do not accept suspicious packages.
- Do not leave your baggage unattended while traveling.
- Report suspicious behavior.

IN CASE OF EXPLOSION

- Watch for falling debris.
- Crawl beneath the smoke and exit the area as quickly as possible.
- If you are trapped in debris, minimize your movement and cover your mouth with a cloth. Tap on a pipe or a wall so rescuers can hear you. Do not use matches or a lighter.

IN CASE OF A BIOCHEMICAL ATTACK

- Evacuate if ordered by authorities.
- Stay tuned to radio, TV or social media for updates.
- If not evacuating, take shelter in an interior room that can be easily sealed off with plastic sheeting and duct tape that you can have stored in this room.
- Turn off the air conditioning or heating system.
- Remain sheltered until advised it's safe to leave.
- If caught outside, try to get upwind of the attack site and seek shelter as soon as possible.
- If in a vehicle, get inside a building if you can. If unable, roll up windows, shut vents and turn off the engine.

IF EXPOSED TO BIOLOGICAL ATTACK

- Pay close attention to instructions from authorities.
- Remove and bag clothes that may have come in contact with an infectious substance. Seek medical assistance.
- Seek immediate medical treatment if you notice symptoms of the disease caused by the infectious substance used in the attack.

NUCLEAR ATTACK

There are no major commonly recognized strategic targets for such an event in our local area. Such an event would be highly unusual in our area. An example of such a strategic target would be Hill Air Force Base in the Layton/Ogden area. However, such attacks have wide area effects. With that in mind, the following is included as basic information for you.

IN CASE OF A NUCLEAR ATTACK

- If you have advanced warning, take your 72 hour kit and go to an approved shelter or your basement.
- Huddle close to the floor and as near to the south wall as possible.
- Get under a table for protection from falling objects.

Do not attempt to evacuate your shelter until advised.

If you see a nuclear flash and feel sudden heat, take cover INSTANTLY, within one to two seconds. Drop to the ground and curl up tightly, covering as many parts of your body as possible. Go to a shelter once the heat and blast effects have cleared.

Never look at the light of a nuclear explosion.

AFTER A NUCLEAR ATTACK

- Since Vineyard is 40-75 miles away from Hill Air Force Base, Tooele Army Depot and Salt Lake City International Airport, which are the nearest probable targets, most people in Vineyard would survive a nuclear attack. Vineyard is highly unlikely to experience a nuclear attack, but fall out is possible.
- Take cover in an underground shelter, basement, etc.
- If the source of radiation is known and travel advisable, travel in the opposite direction and go upwind from radiation.
- Remain in a protective shelter for three days. Limit your exposure to contaminated areas.
- Wipe food and water containers with a clean cloth to remove particles of fallout, which resemble sand or salt.

ATTACHMENTS/TABLES/MAPS

Evacuation routes

Earthquake Map/Charts

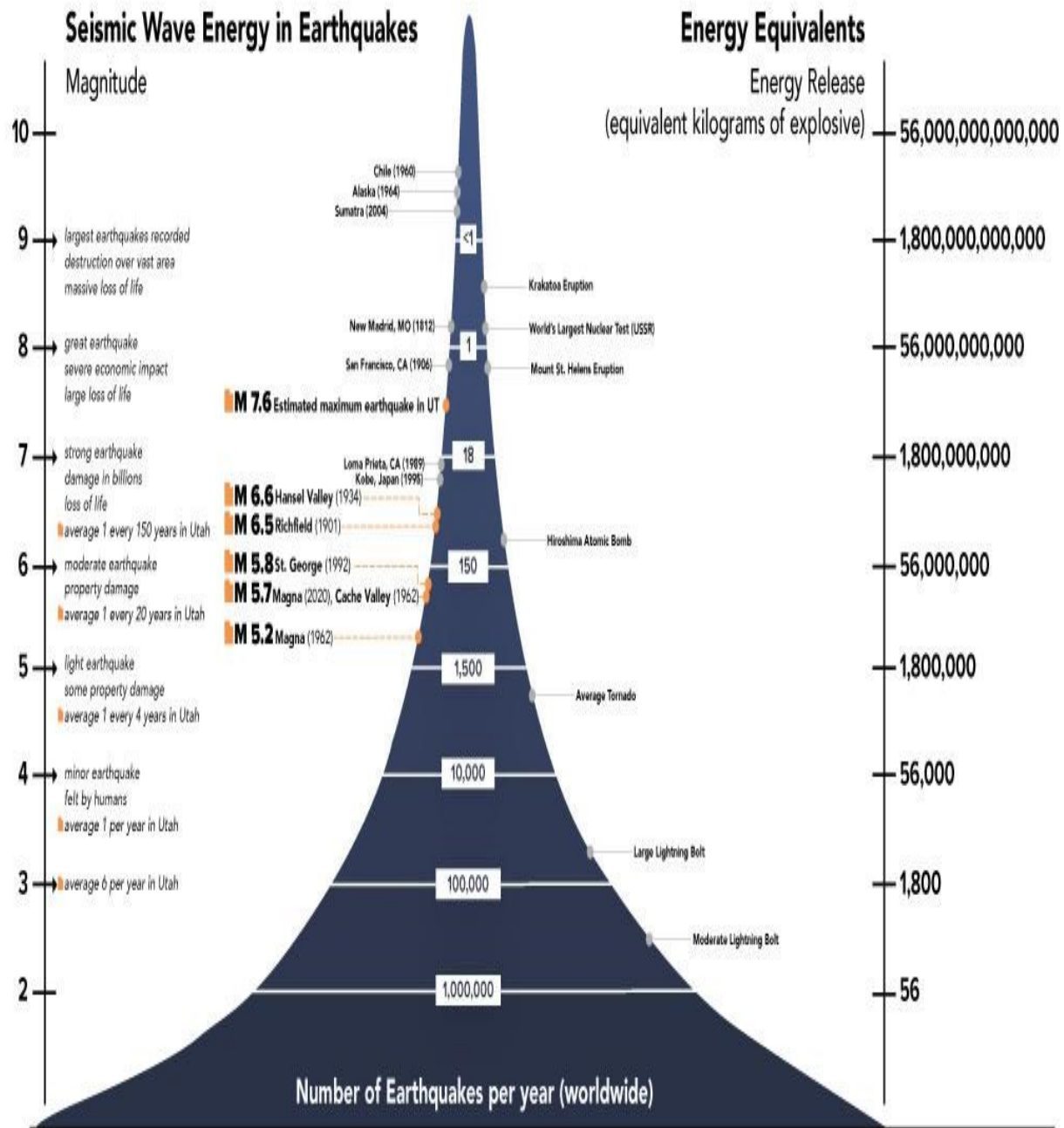
Emergency color codes

Natural Gas Lines Map

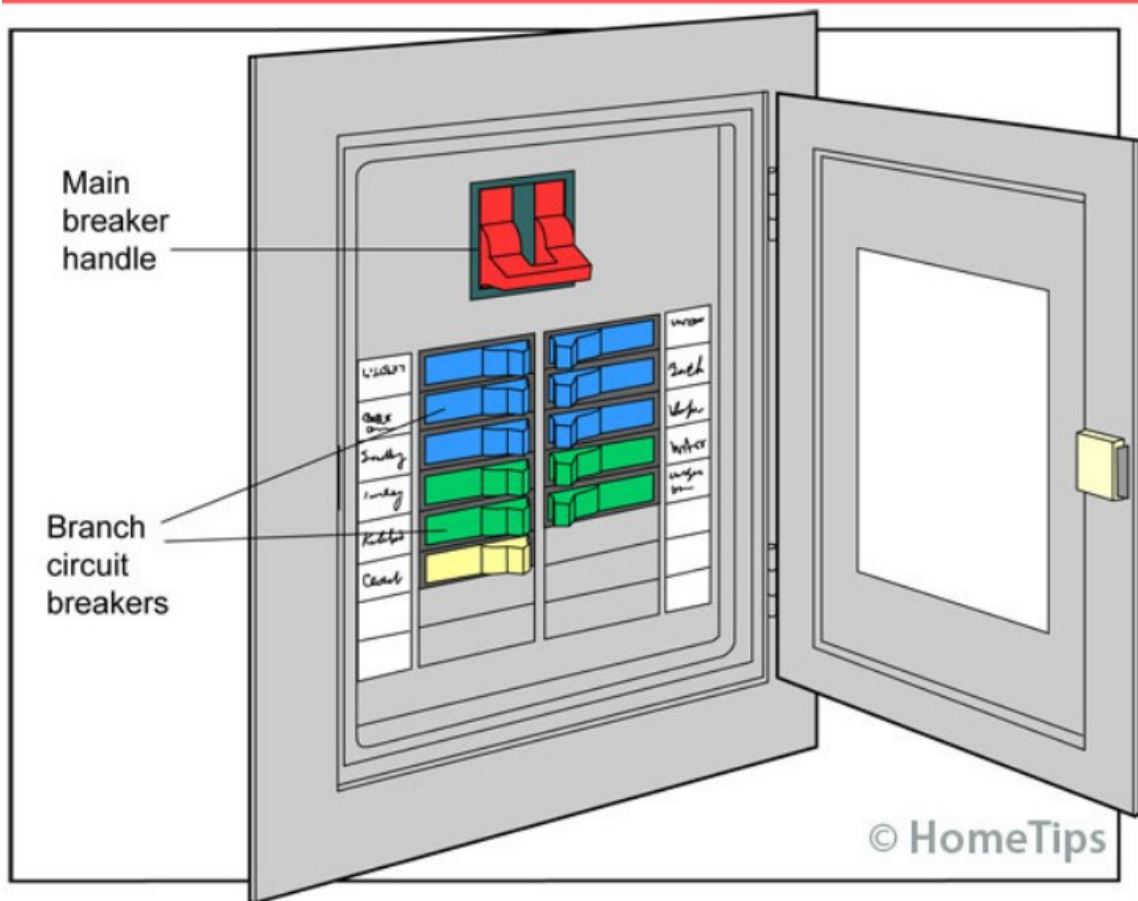
Emergency Operations Center Org. Chart??

Emergency Operations Color Code/Chart

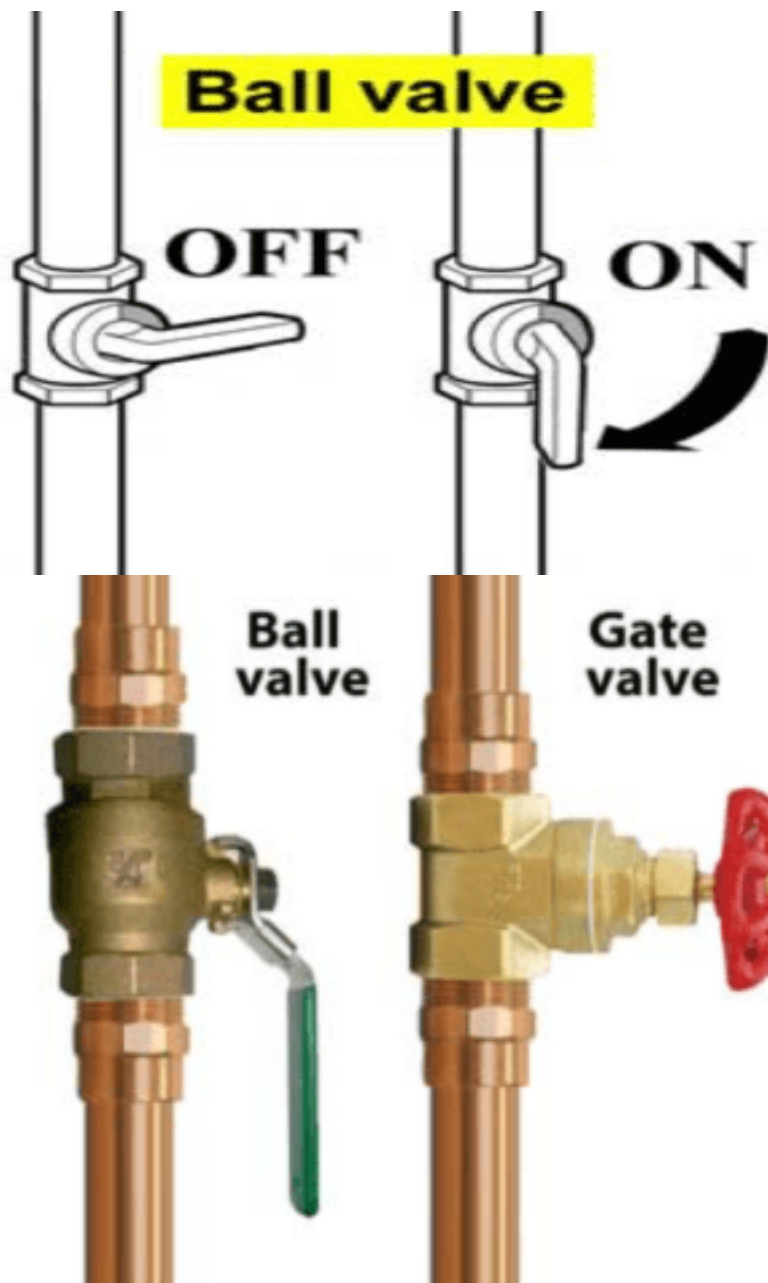
Full Size Evacuation Map



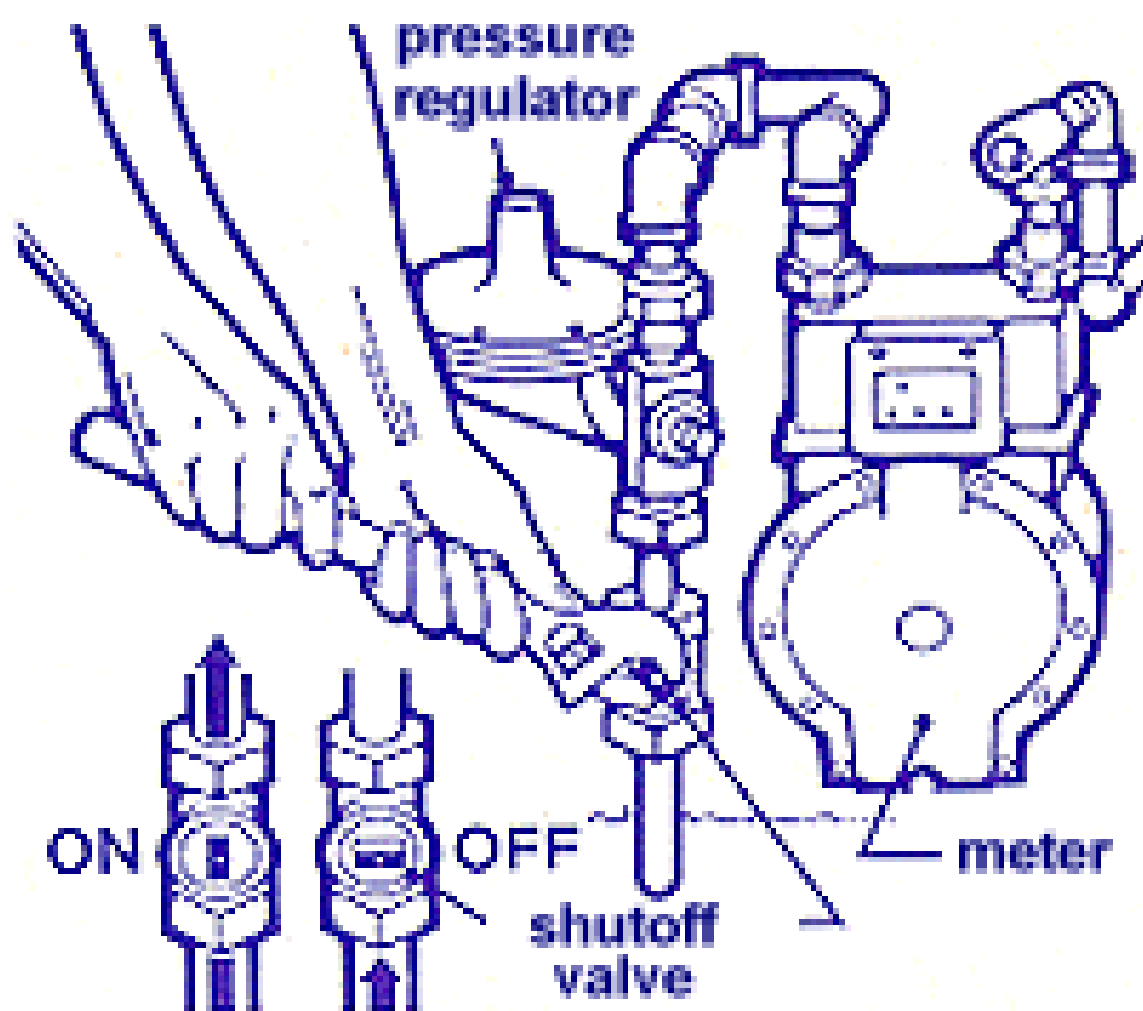
HOW TO TURN OFF YOUR ELECTRICITY



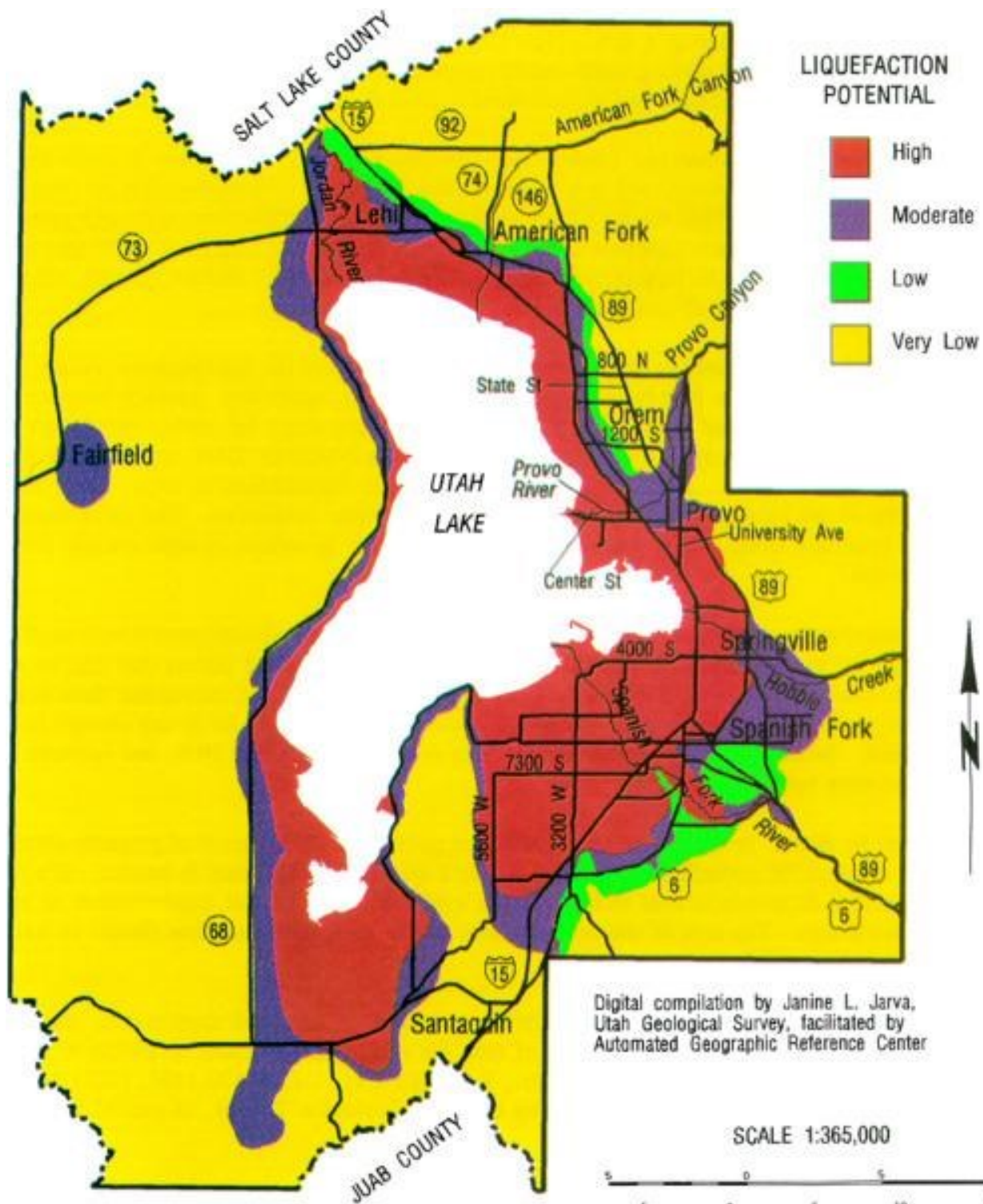
HOME ELECTRICAL | HOMETIPS.COM



Example of the two types of in-home water valve shut off



Natural gas meter and shut off procedure.



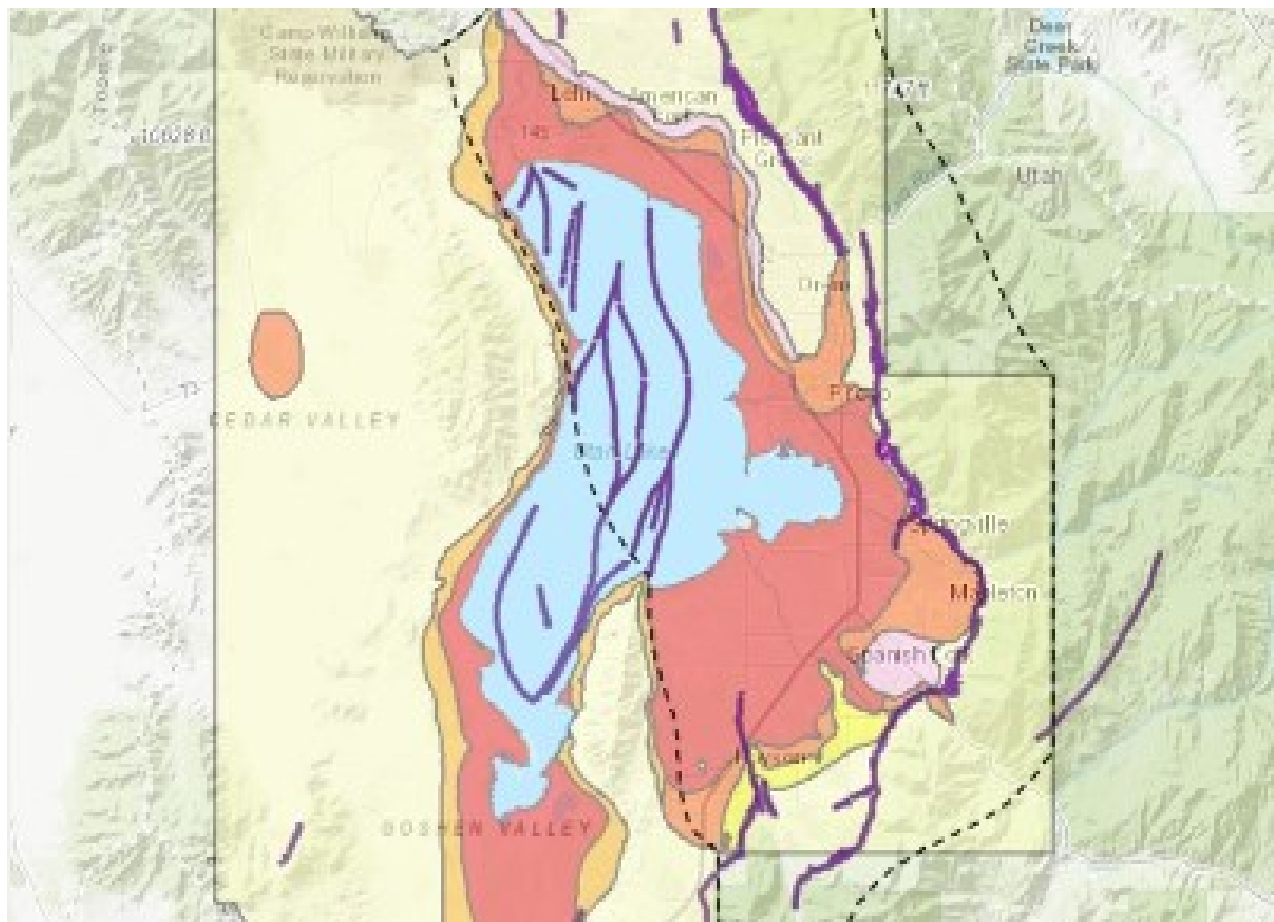
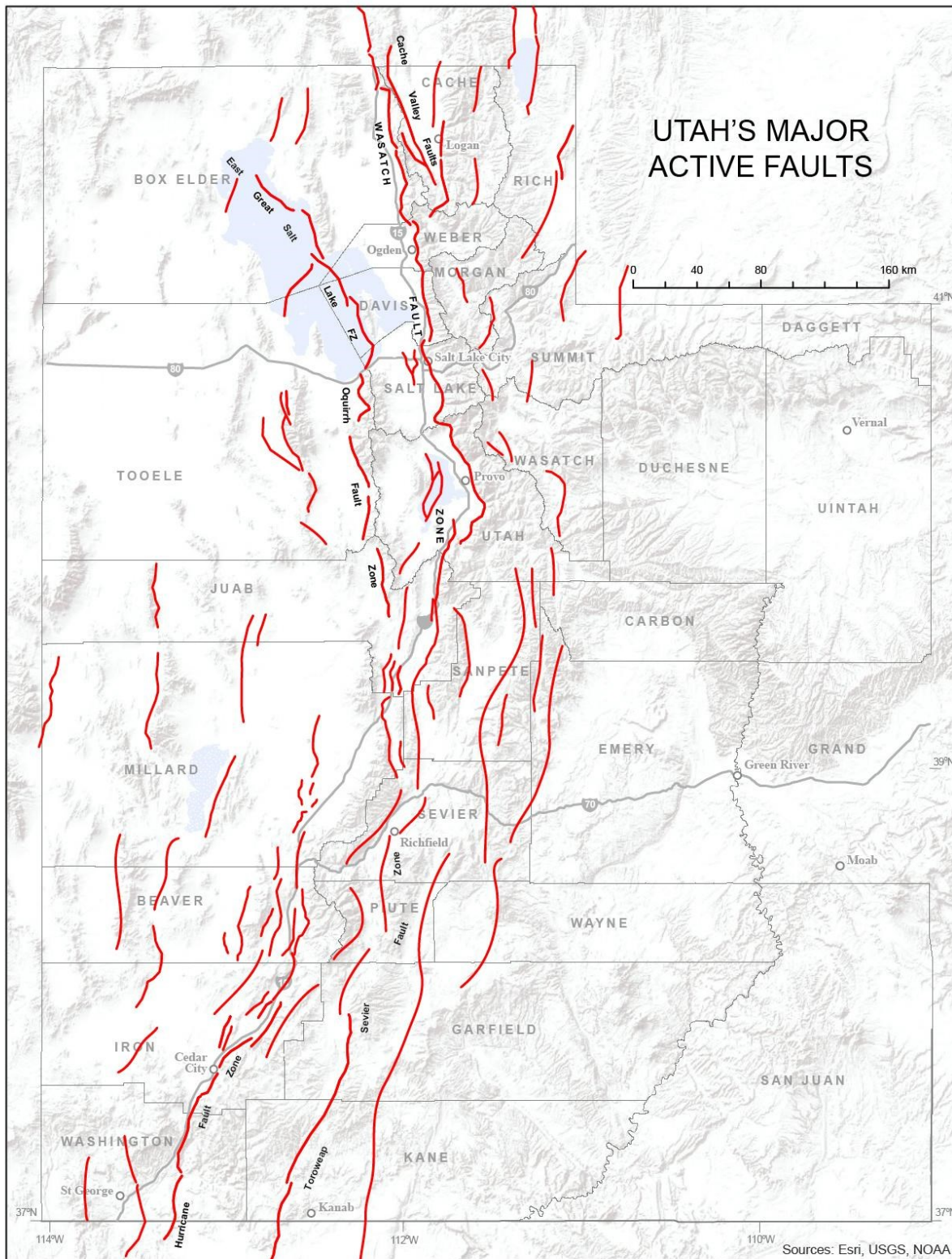


Illustration of earthquake fault lines near Vineyard.



APPROVAL & IMPLEMENTATION

The Vineyard Emergency Preparedness Manual is approved and implemented by the Vineyard City Council.

Minor modifications to this manual can be made under direction of the Vineyard Emergency Manager, without the Vineyard City Council. Modifications must be recorded in the Record of Revisions.

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Name		Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EMERGENCY COLOR CODE SYSTEM

This system can be used to indicate visibly the level or nature of the emergency in an easy way to discern by the public:

GREEN for near-normal conditions, some property damage, no lives lost.

YELLOW for an active emergency that does not affect the overall operations of a city. emergency is limited to posted area, with some property damage and injuries.

ORANGE for incidents causing significant damage, injuries, deaths, and disruption to city operations.

RED, which indicates a situation that could involve multiple fatalities, injuries, wide spread severe damage to private property and city infrastructure. The city can only supply very limited services.



The system could be displayed in the form large flags posted on city flag poles and/or metal signs (2' x 3') strategically placed at entry points of emergency area.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: January 25, 2023

Agenda Item: 10.2 Mayor and Council Salary Adjustment

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:

Pursuant to State Code any mayor and/or council adjustments must be done in accordance with state law including adopting the increase after a public hearing. This applies even for Cost-of-Living-Adjustment (COLA) or market study adjustments.

As the city employees have already received a COLA at the start of this fiscal year and salaries are now being reviewed as part of an organization wide market study, staff determined to include an evaluation of the elected officials' salaries concurrently with the study.

Often, elected officials' salaries go unaddressed for many years at a time because of this process in Utah. Some other agencies have set a standard to tie salaries to objective metrics like a percentage of the overall budget to remove some of the politization around elected officials' salaries.

Fiscal Impact:

FY23: \$2275 total

FY24: \$4550 total

Recommendation & Additional Options:

Recommendation:

Staff recommends approving a 9% increase to bring the mayor's salary to the trendline for like-sized cities in Utah per the attached analysis. This adjustment will bring Vineyard's mayor to the market average for liked sized cities from \$17,250 per year to \$18,800 per year.

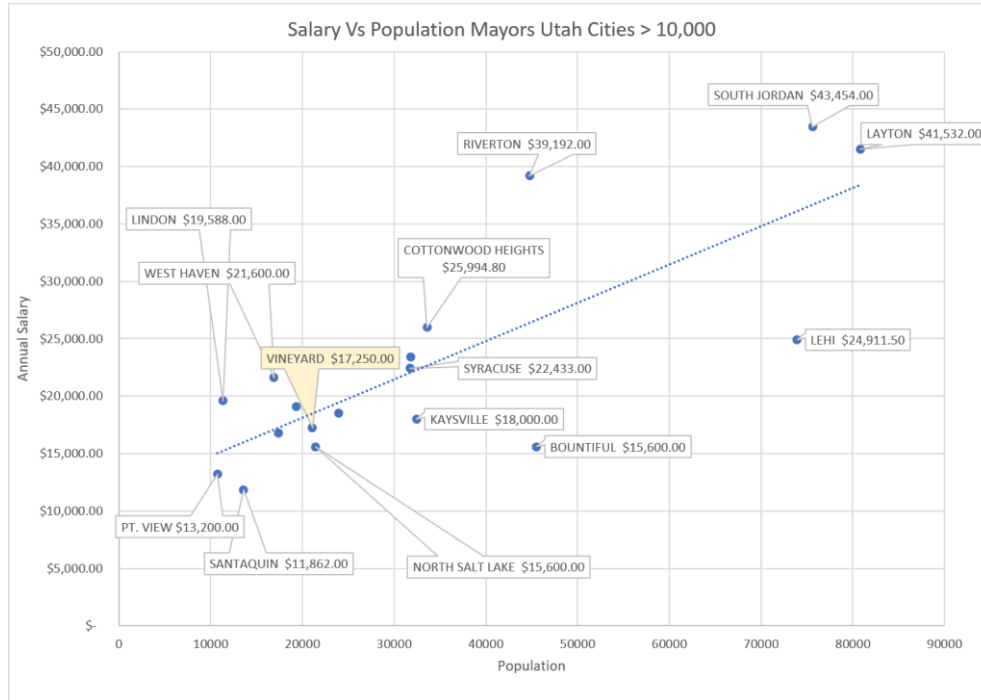
It is also recommended that the council salaries are adjusted by the same percentage, from \$8,250, to \$9,000 per year.



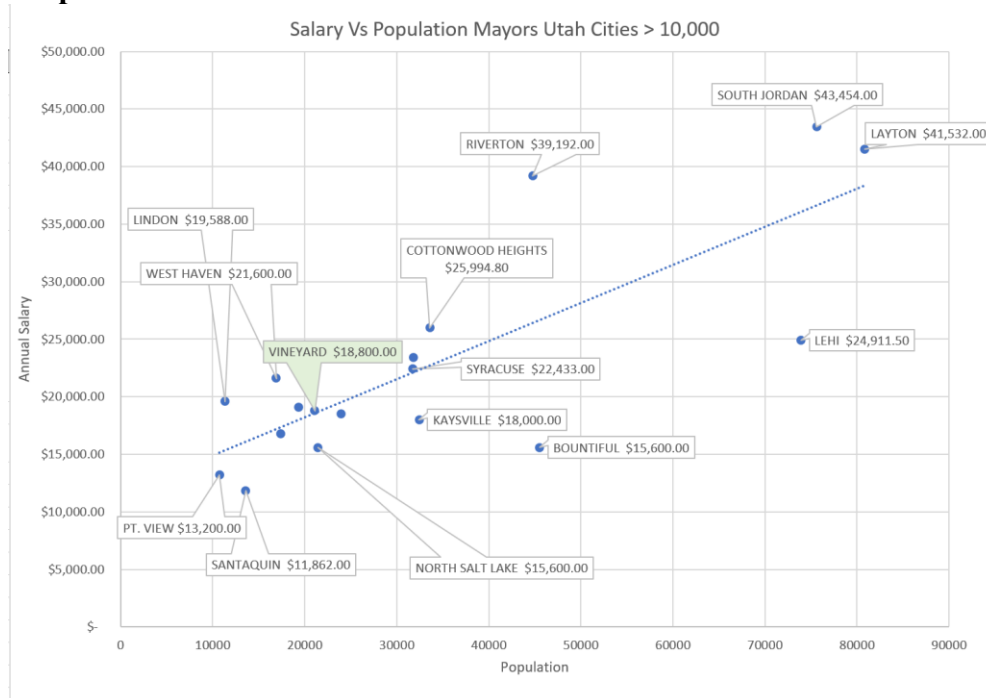
VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Current:



Proposed:





VINEYARD CITY COUNCIL STAFF REPORT

Recommended options:

Option 1:

Approve the salary increase as presented.

Option 2:

Approve the salary increase to \$20,000 for the mayor and \$10,000 for the council, nearly mirroring our neighboring city of Lindon.

Option 3:

Approve the salary of the mayor and council to .30% and .15% of the overall budget.

Sample Motion:

I move to adopt Ordinance 2023-03, approving the mayor and council salary adjustment with the noted changes as presented (or as recommended).

Attachment

Ordinance 2023-03

ORDINANCE NO. 2023-03

**AN ORDINANCE AMENDING THE COMPENSATION OF THE
MAYOR AND COUNCILMEMBERS OF VINEYARD, UTAH
(Superseding Ordinance 2014-04)**

WHEREAS, as Vineyard City has grown, the duties required of the Mayor and each Councilmember have increased, and

WHEREAS, with the increase in duties, the Mayor and each Councilmember is required to devote more time to the effective administration of this municipality and representing the City on boards and commissions, and

WHEREAS, public service obligates the Mayor and Councilmembers to spend their own money in the service of the municipality, and

WHEREAS, Mayor and Councilmembers should be fairly compensated for their time and expenses,

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

1. **Repealer.** All previous salary or compensation ordinances regarding the Mayor and Councilmembers are hereby repealed.
2. **Compensation.** The monthly compensation of the Mayor and Councilmembers shall be as follows:

Mayor \$

Councilmember \$

3. **Payment.** The Treasurer shall pay the Mayor and each Councilmember each month by delivery of a check drawn on the municipal checking account to the elected officer personally or by mailing the check to the Mayor and Councilmember at his or her home, postage prepaid or by direct deposit.
4. **Per Diem.** For trips pre-approved by the governing body, the Mayor and each member of the City Council shall receive mileage and per diem for all single trips over 100 miles one way according to the schedules adopted by the Utah Department of Finance.
5. **Effective Date.** The ordinance shall become effective upon approval of this ordinance.

Passed this 25th day of January, 2023

MAYOR

ATTEST:

CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: January 25, 2023

Agenda Item: 10.3 Vineyard City Fiscal Year 2022 – 2023 Budget Amendment #1

Department: Finance

Presenter: David Mortensen, Finance Director

Background/Discussion:

Utah Code Section 10-6-128 allows for the amendment of the City's budget up until the last day of the fiscal year for which the budget applies. City Staff recommends the amendment of the Vineyard City Fiscal Year 2022 – 2023 Budget for various items as outlined in the attached detail worksheet.

Fiscal Impact:

General Fund: \$265,456 (covered by sales tax revenues above original budget and grants)
Capital Projects Fund: \$186,250
Water Fund: -\$2,259
Sewer Fund: -\$1,623
Storm Water Fund: -\$726
Transportation Fund: -\$948
Internal Services Fund: \$73,970

Recommendation:

Approval of the resolution.

Sample Motion:

I move to adopt Resolution 2023-02; approving the Vineyard City Fiscal Year 2022 – 2023 Budget Amendment #1 as presented by Staff.

Attachments:

Resolution 2023-02
Vineyard City Fiscal Year 2022 – 2023 Budget Amendment #1 detail

RESOLUTION NO. 2023-02

A RESOLUTION AMENDING THE VINEYARD CITY BUDGET FOR THE 2022-2023 FISCAL YEAR.

WHEREAS, the City Council of Vineyard, Utah has previously adopted a budget for the 2022-2023 fiscal year in accordance with the Utah Fiscal Procedures Act for cities; and

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

WHEREAS, a public hearing was held on the 25th day of January, 2023, on the proposed amendments to the 2022-2023 fiscal year budget for the city of Vineyard, Utah.

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

1. The attached exhibit A shows the amendments to the Fiscal Year 2022-2023 budget for the city of Vineyard, Utah.
2. This resolution shall take effect upon passing.

Passed and dated this 25h day of January 2023.

Mayor Julie Fullmer

Attest:

Pamela Spencer, City Recorder

Vineyard City

Fiscal Year 2021 - 2022 Budget Amendment #1

General Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
10.1801.3004	Sales Tax Revenue	\$ 2,850,000	\$ 3,101,756	\$ 251,756	Averaging 16% year over year growth in monthly revenue so far in fiscal year 2023.
10.1701.3844	Sponsorships	45,000	31,000	(14,000)	Add Christmas celebration sponsorship from RMP, move Vineyard Days vendors and tickets to Rents
10.1501.3355	Rents	15,000	30,000	15,000	Increase for Vineyard Days vendors and tickets
10.1801.3205	Grant Revenue	-	12,700	12,700	GOS Grant, Community Garden Grant, Reading Challenge Grant, Emerging Libraries Grant
Total Revenue Adjustment				\$ 265,456	
10.0501.4355	HR Miscellaneous	\$ 8,000	\$ 25,760	\$ 17,760	Wages market study
10.0101.4008	Mayor & Council Compensation Adjustments	1,980	1,725	(255)	Wages market study
10.0201.4008	City Manager Compensation Adjustments	3,444	3,000	(444)	Wages market study
10.0301.4008	Recorder Compensation Adjustments	4,136	3,603	(533)	Wages market study
10.0401.4008	Finance Compensation Adjustments	8,060	7,021	(1,039)	Wages market study
10.0501.4008	HR Compensation Adjustments	2,665	2,322	(343)	Wages market study
10.0601.4008	Communications Compensation Adjustments	4,625	4,029	(596)	Wages market study
10.0701.4008	Planning Compensation Adjustments	10,184	8,872	(1,312)	Wages market study
10.0801.4008	Building Compensation Adjustments	19,082	16,623	(2,459)	Wages market study
10.0901.4008	Police Compensation Adjustments	2,869	2,499	(370)	Wages market study
10.1101.4008	Library Compensation Adjustments	359	313	(46)	Wages market study
10.1201.4008	Public Works Compensation Adjustments	7,486	6,521	(965)	Wages market study
10.1301.4008	Engineering Compensation Adjustments	6,322	5,507	(815)	Wages market study
10.1501.4008	Parks Compensation Adjustments	12,941	11,273	(1,668)	Wages market study
10.1601.4008	Recreation Compensation Adjustments	6,073	5,290	(783)	Wages market study
10.1701.4008	Special Events Compensation Adjustments	2,298	2,002	(296)	Wages market study
10.1201.4301	Public Works Contract Services	115,000	430,000	315,000	Move mowing contract from Parks
10.1501.4301	Parks Contract Services	315,000	-	(315,000)	Move mowing contract to Public Works
10.1201.4355	Public Works Miscellaneous	5,000	-	(5,000)	Move holiday decorations to Special Events
10.1701.4151	Special Events Equipment	500	5,500	5,000	Move holiday decorations from Public Works
10.1201.4365	Public Works Trees	-	25,000	25,000	Move trees from Parks
10.1501.4365	Parks Trees	25,000	-	(25,000)	Move trees to Public Works
10.1201.4413	Public Works Training	4,000	6,050	2,050	Move half of Parks training to Public Works
10.1501.4413	Parks Training	4,100	2,050	(2,050)	Move half of Parks training to Public Works
10.1201.4414	Public Works Travel	3,000	5,100	2,100	Move half of Parks travel to Public Works
10.1501.4414	Parks Travel	4,200	2,100	(2,100)	Move half of Parks travel to Public Works
10.0301.4002	Recorder Part Time Regular	23,195	29,695	6,500	Correct Deputy Recorder hours from 20 to 25 per week
10.0901.4301	Contract Services	2,311,368	2,443,163	131,795	Add dispatch budget, upgrade sheriff office staff to 3/4 time, increase sheriff OT
10.1101.4255	Library Grant Operations	-	11,375	11,375	Various grants received but not yet budgeted, donations from FY22
10.1101.4257	Library Programs	18,000	22,000	4,000	Increase resident reimbursements for library cards
10.1201.4154	Public Works Uniforms	900	1,200	300	Increase Public Works uniforms
10.1201.4359	Public Works Signs	3,000	6,000	3,000	Increase signs
10.1301.4007	Engineering Car Allowance	2,400	3,600	1,200	Increase car allowance
10.1601.4001	Recreation Full Time Regular	98,426	150,426	52,000	PT changed to FT, other staffing changes

Vineyard City

Fiscal Year 2021 - 2022 Budget Amendment #1

10.1601.4051	Recreation Retirement & Taxes	27,023	36,023	9,000	PT changed to FT
10.1601.4053	Recreation Insurance	19,200	27,700	8,500	PT changed to FT
10.1601.4355	Recreation Miscellaneous	6,000	6,500	500	Locksmith services
10.1701.4001	Special Events Full Time Regular	52,458	59,458	7,000	Staff salary adjustment
10.1701.4109	Special Events	57,500	63,500	6,000	Increase for Christmas celebration and for storytelling at Vineyard Days
10.1801.4355	Non-Departmental Miscellaneous	16,000	26,000	10,000	Increase tuition reimbursement
10.1801.4356	Non-Departmental Community Garden	-	8,450	8,450	Add Community Garden grants/donations
Total Expenditure Adjustment				\$ 265,456	
Total General Fund				\$ -	

Capital Projects Fund

Account #	Account		Original Budget	Adjusted Budget	Change	Notes
49.4901.4651	Capital Expense	\$	605,000	\$ 638,750	\$ 33,750	25% of Homesteads 300 W parking moved from RDA
49.4901.4651	Capital Expense		605,000	667,500	62,500	50% of Water Tank Mural (upfront cost to start project) remaining 50% to be budgeted in FY24
49.4901.4651	Capital Expense		605,000	630,000	25,000	Citywide Stop Sign Project
49.4901.4651	Capital Expense		605,000	670,000	65,000	Public Safety Master Plan
Total Capital Projects Fund					\$ 186,250	

Water Fund

Account #	Account		Original Budget	Adjusted Budget	Change	Notes
51.5101.4008	Compensation Adjustments	\$	17,538	\$ 15,279	\$ (2,259)	Wages market study
Total Water Fund					\$ (2,259)	

Sewer Fund

Account #	Account		Original Budget	Adjusted Budget	Change	Notes
52.5201.4008	Compensation Adjustments	\$	12,594	\$ 10,971	\$ (1,623)	Wages market study
Total Sewer Fund					\$ (1,623)	

Vineyard City

Fiscal Year 2021 - 2022 Budget Amendment #1

Storm Water Fund

Account #	Account		Original Budget	Adjusted Budget	Change	Notes
53.5301.4008	Compensation Adjustments	\$	5,632	\$ 4,906	\$ (726)	Wages market study
Total Storm Water Fund					\$ (726)	

Transportation Fund

Account #	Account		Original Budget	Adjusted Budget	Change	Notes
54.5401.4008	Compensation Adjustments	\$	7,356	\$ 6,408	\$ (948)	Wages market study
Total Transportation Fund					\$ (948)	

Internal Services Fund

Account #	Account		Original Budget	Adjusted Budget	Change	Notes
61.6101.4008	Compensation Adjustments	\$	884	\$ 770	\$ (114)	Wages market study
61.6102.4008	Compensation Adjustments		1,289	1,123	(166)	Wages market study
61.6101.4301	Contract Services		88,500	127,250	38,750	Increase Legal Services (Split with RDA 50/50), Liability insurance premium increase, claim payments
61.6102.4210	Facilities - Cell Phone Bills		10,000	12,000	2,000	Switch from Verizon to AT&T
61.6102.4301	Facilities - Contract Services		18,000	30,500	12,500	Insurance premium increase, added rug cleaning service, added water fountain service
61.6104.4301	Information Systems - Contract Services		42,600	63,600	21,000	Server work at Comm Dev Building, PW Building, Overage Hours
Total Internal Services Fund					\$ 73,970	

Meeting Date: January 25, 2023

Agenda Item: 10.4 The Forge Development Agreement

Department: Community Development Department

Presenter: Morgan Brim

Applicant: Dakota Pacific Real Estate

Background/Discussion:

The applicant, Dakota Pacific, is proposing an updated master plan for the Forge mixed use project of 38 acres north of the Megaplex Theater. This plan continues the city's focus on small block sizes and enhanced pedestrian accessibility. The agreement will put forth a plan for infrastructure improvements and new residential and commercial development. While this Development Agreement (DA) is separate from the Tax Increment Financing Agreement (TIF) it is anticipated they will be approved concurrently and the DA references the TIF value.

Development Agreement Elements:

This agreement sets forth a new vision and master plan for the Forge project area. This agreement does not include the IHC block G which is owned separately. The project area is served by a public street, 650 North, to the south of the site and by private streets internally.

➤ Land Uses

Several land uses are proposed for the project area including retail, dining, entertainment, professional office, hotel, and residential. A central modification from the zoning ordinance removes the requirement for two-thirds of the building square footage to be dedicated towards commercial uses. The applicant has indicated the market for professional office has changed significantly reducing the demand project weighted toward commercial and proposes up to 1,500 multifamily units with a decreased amount of commercial. The agreement provides for short-term rental units within the development which serves a hybrid commercial-type use as the city would benefit from transient room tax and the purchasing power of visitors within the retail district. The agreement contemplates the creation of a retail corridor and designates areas for street frontage retail. Two urban plazas are provided centrally in the property anchored by dining.



Ground floor areas must include as least 50% commercial square footage of the overall project and not less than 20% of the ground floor square footage in any block. Phase one of the project allows

VINEYARD CITY COUNCIL STAFF REPORT

3-acres or 300 dwelling units, whichever comes first, to be constructed without commercial square footage.

➤ Open Space/Public Use

The proposal includes unique open spaces enhanced with amenities geared toward visitors, employees, and residents of the project. The project contains a central shared street that runs east to west through property. The street will be designed with unique surfaces, landscaping, and significant attention to the pedestrian experience. The shared street is bookended by parks on the east and west sides of the project area. Residential buildings will contain courtyard spaces programmed with amenities for their residents. The applicant is proposing a land dedication of a 1-acre public park on the south side of block H. The city is working with the developer to include a future fire and police station. An alley running through block F will provide pedestrian only access. This corridor will be programmed with dining and social gathering areas. It also serves to enhance connections with the Yard development to the south.

➤ Parking

The applicant is proposing parking structures within most blocks of the project area. Roadways will contain on street parking to provide efficient access to retailers. A portion of the property may contain surface parking. The applicant indicated they are trying to add a grocery store to the project and noted surface parking would be included. The Planning Commission requested a parking management plan to be approved with the first project site plan. The commission additionally requested a parking study similar to what was incorporated into the Vineyard Downtown Zoning Code. This study would occur following an early residential phase occupancy to determine project parking requirements. The study would automatically amend parking requirement to right size parking requirements later development phases.

Planning Commission Review:

A public hearing was held before the Planning Commission on January 18, 2023. Five members of the public spoke during the hearing. One citizen spoke in favor of the project and noted additional multifamily is positive for the city. Other citizens indicated their concern regarding parking, transportation, and lack of transit. General concerns regarding utility capacity for power, water, and wastewater were expressed. Building height was mentioned as a concern with potential for blocking views of mountains to the east.

The public hearing was officially closed, and the application was continued to February 1, 2023. The commission requested a final draft of the development agreement with all forthcoming amendments requested by staff and those mentioned in the public hearing. These changes include:

- Modifications to the concept plan need to be better defined.
- Better timeframes for phase one of the development (Would like retail constructed sooner)
- Change to reference City's Future Laws instead of City Vested Laws as it relates to signs. This is because sign ordinance is being updated concurrent w/ DA. City wishes to apply sign ordinance in place at time of building permit application.
- Short term rentals are currently not allowed, once a code is in place they would need to comply.
- Baseline improvements for the public park need to be clarified.
- Interested in establishing a Public Improvement District (PID)

VINEYARD CITY COUNCIL STAFF REPORT

- Remove sentence regarding impact fees. Impact fees will be assessed at the time of building permit fees.
- Understand water needs to inform our water master plan.
- Detention facilities will not count towards open space, unless the facilities are provided underground, and it is determined the quality of the open space is maintained.
- Phasing of open space
- Language added and indicated in the concept plan for a public safety facility.
- Update the concept plans to be consistent.
- Parking study requirements to be added for first phase of development.
- Language indicating the developer will work with the city and UTA to enhance transit access to the project.

Recommendation & Additional Options:

Staff recommends approval of the development agreement with the proposed modifications. The City Council will need to continue this item to the February 8, 2023, City Council meeting as they must first receive a recommendation from the Planning Commission. The following options are available for the City Council following the Planning Commission's recommendation:

Option 1:

Approval of the development agreement as proposed.

Option 2:

Approval of the development agreement with modifications.

Option 3:

Denial of the development agreement.

Sample Motion:

"I move to adopt Resolution 2023-00 approving the Forge Development Agreement, as presented.

Or

"I move to adopt Resolution 2023-00 approving the Forge Development Agreement with the following modifications..."

Attachments:

Resolution 2023-00

Development Agreement and Concept Plan

RESOLUTION 2023-00
A RESOLUTION OF THE CITY OF VINEYARD, UTAH
ESTABLISHING A DEVELOPMENT AGREEMENT BETWEEN
VINEYARD CITY, COTTONWOOD GENEVA LLC.

WHEREAS, Vineyard is authorized to enter into a development agreement with for the betterment of the public with land developers; and

WHEREAS, the Planning Commission held a public hearing on January 18, 2023, and after fully considering public comment and staff analysis recommended approval to the City Council; and

WHEREAS, the City Council having reviewed the proposed text amendments, held a public hearing on January 25, 2023; and

WHEREAS, the City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public, adopts the proposed development agreement.

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

Section 1. Approval: The City Council of Vineyard City hereby approves the attached development agreement.

Section 3. Severability Clause. 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 4. Effective Date. This Resolution shall be in full force and effect from February 23, 2022, and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD CITY COUNCIL ON THIS 25th DAY OF January 2023.

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder

WHEN RECORDED, RETURN TO:

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

**DEVELOPMENT AGREEMENT
FOR
THE FORGE**

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

RECITALS

- A. The capitalized terms used in this DA and in these Recitals are defined in Section 1.2 below.
- B. Developer owns the Property.
- C. The Property is located within the boundaries of Vineyard City, Utah.
- D. Developer is developing the Property as a mixed-use development. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the applicable Zoning and this DA.
- E. The Parties desire to facilitate the development of the Project through the potential use of special financing vehicles, including, but not limited to, those provided for in Titles 17C of the Utah Code.
- F. Developer has prepared that certain Concept Plan for the Property, which is attached hereto as Exhibit B.
- G. The Parties acknowledge that development of the Property pursuant to this DA will result in positive economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned development and increasing property tax and other revenues to the community based on improvements to be constructed on the Property.
- H. The Parties desire to enter into this DA to more fully specify the rights and responsibilities of Developer to develop the Property as expressed in this DA, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this DA and all other applicable laws.
- I. The Parties understand and intend that this DA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.
- J. The City finds that this DA and the Concept Plan conforms with the intent of the City’s General Plan and the Zoning.

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

agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits: Definitions.**

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

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

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

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

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

1.2.4 Budget means the Geneva Urban Renewal Project Area Budget.

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

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

1.2.7 City Council means the elected Vineyard City Council.

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

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

1.2.10 Concept Plan means the graphic depiction of the Project to be developed on the Property as generally shown on Exhibit B attached hereto, and as may be amended or supplemented from time to time.

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

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

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

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

1.2.15 Developer's Reimbursable Expenses means all costs incurred by Developer in

developing, acquiring, or installing Project parking improvements as required by the Zoning, Project common area elements (public or private) improvements, or Project open space (public or private) improvements, or Public Infrastructure, as well as other costs and expenses described and allowed under the Project Area.

1.2.16 Development means the development of all or a portion of the Property pursuant to one (1) or more approved Development Applications.

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

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

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

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

1.2.21 Ground Floor Area means the square footage measurement of the developable portion of each Parcel, which shall exclude roads, rights-of-way, utility easements, surface parking, exterior common area elements (public or private), and open space (public or private). Developer will plan and designate Ground Floor Area as residential or non-residential/commercial in each Parcel, and a single Parcel may contain both residential and non-residential Ground Floor Area.

1.2.22 Ground Floor Commercial Street means a private or public road where the ground floor of buildings within the Project facing said road are required to have non-residential/commercial uses on the ground floor. Designated Ground Floor Commercial Streets are shown on Exhibit C.

1.2.23 Intended Uses means the use of all or portions of the Property for multifamily residential; nonresidential, commercial (including, without limitation, short-term rentals also known as short-term residential lease, retail, and associated facilities); and all other uses approved by the City in accordance with the City's Vested Laws.

1.2.24 Maximum Units means the Development of Units on the Property of a maximum of one thousand five hundred (1,500) Units.

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

1.2.26 Parcel means a portion of the Property that is created by Developer for Development according to the Concept Plan.

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

1.2.28 Plan means the Geneva Urban Renewal Project Area Plan.

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

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

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

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

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

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

1.2.35 Redevelopment Agency or Agency means the Vineyard Redevelopment Agency.

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

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

. . . the difference between:

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

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

1.2.38 Unit means a structure or any portion thereof designed and constructed for multifamily occupancy as a residence or short-term, commercial occupancy, and located in one (1) or more buildings within the Project in the locations set forth on the Concept Plan.

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

2. Development of the Project.

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

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

2.3 **Phasing; Configuration.** Developer shall have the right to determine the timing, sequencing, and phasing of the Project; provided, however, each phase of the Project shall be subject to and comply with applicable Zoning standards that are not in conflict with the terms and provisions contained in this DA. The Property may be developed for all of the Intended Uses, as well as all uses approved by the City in accordance with the City's Vested Laws. Subject to the terms of this DA and the Zoning, City and Developer expressly agree that following acceptance and recordation of this DA, Developer shall have the ability to adjust the Concept Plan including variations to the exact locations and densities of the Units, building locations, exact locations of open space and parking, roads and rights-of-way and changes to building size, but in no event shall the Final Unit Count within the Project exceed the Maximum Units. Developer may modify the Private Roadways from what is depicted in the Master Plan to provide adequate connectivity throughout the Project. Notwithstanding the immediately preceding two sentences, Developer may not adjust the Concept Plan or site plan with respect to the "Anchors"¹ identified in Exhibit E to this DA without City staff administrative approval.

2.4 **Zoning.** City agrees that The Forge Mixed-Use District (FMU) Zoning district accommodates and allows the Intended Uses, and development rights to locate the Intended Uses in the general areas configured in the Concept Plan, as more particularly set forth below. City agrees that the Zoning, as applicable to the Project, shall be modified as set forth in Exhibit D attached hereto. If there is a conflict between the Zoning and Exhibit D to this DA, then Exhibit D to this DA shall control.

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

2.6 **Ground Floor Area.** At Buildout, the Ground Floor Area of each Parcel shall be at least fifty percent (50%) non-residential/commercial. The percentage of non-residential/commercial Ground Floor Area within the portion of the Project for which Development is completed shall not be less than twenty percent (20%) at any point in the timeline of Development of the Project. Notwithstanding the immediately preceding sentence, Developer may develop and construct up to three (3) acres of the Project as residential Ground Floor Area or three hundred (300) Units, whichever comes first, in an initial phase of the Project ~~without first~~ together with developing or constructing non-residential/commercial Ground Floor Area ~~within~~ equal to at least 30 square feet for each residential Unit within such initial phase of the Project.

2.7 **Ground Floor Commercial Streets.** The Ground Floor Commercial Streets shall be developed and constructed in the locations as set forth on Exhibit C attached hereto.

2.8 **Development Standards and Design Guidelines.** Exhibit E attached to this DA establishes specific development standards and design guidelines, including, without limitation, the locations and design standards for the common area elements or open spaces of the Project, and shall

¹ NTD: "Anchors" to be identified in Exhibit E – roadway connectivity, pedestrian connectivity, primary areas (shared street, plaza, alley, etc.), amount of space, and others.

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

2.9 **Signage.** Signs are allowed within the Project pursuant to the processes and standards set forth within the sign ordinance section of the [City's Vested Laws²] or as approved as part of a comprehensive sign plan submitted by Developer to the City for administrative approval. The comprehensive sign plan shall be approved prior to the issuance of the first building permit within the Project.

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

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

2.12 **Rescission Option.** It is anticipated that vertical construction within the Project will begin no later than July 31, 2024. If the City has not issued a building permit, and there has not been commencement of vertical construction under such building permit, on the Property on or before December 31, 2025 ("**Outside Date**"), then either Party may deliver notice to the other Party and the City and Developer shall meet within fifteen (15) business days after the delivery of such notice to discuss in good faith the status and circumstances of Project commencement or an extension of the Outside Date. If the Parties do not agree at such meeting to an extension of the Outside Date, then either Party may deliver notice to the other Party of rescission to the other Party to terminate this DA. Any such rescission must be hand-delivered, if at all, no later than thirty-two (32) days after the date of the meeting referenced in this

² NTD: alternative language being considered by Developer: "City's Future Laws in effect at the time of submission of the applicable Development Application"

subsection. Upon a Party's delivery of notice of rescission pursuant to this subsection, this DA shall automatically terminate whereupon the Parties shall have no further rights or obligations under this DA.

3. **Vested Rights.**

3.1 **Vested Rights Granted by Approval of this DA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend and agree that this DA grants and confirms that Developer is vested with all rights to develop the Project in accordance with and in fulfillment of this DA, the City's Vested Laws, and the Zoning of the Property, except as specifically provided herein. The Parties specifically intend that this DA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to *Utah Code Ann.* § 10-9a-509 (2019). As of the Effective Date, City confirms that Developer is vested with the Intended Uses and the uses in the FMU Zoning as in effect and made applicable to Property as of the Effective Date. Subject to Section 2.5 above, City further confirms that Developer is vested with the right to locate buildings of the type described and generally depicted, along with contemplated configurations, and densities consistent with Zoning, this DA, and the City's Vested Laws. By way of further clarification, Developer is vested with the right to develop and locate on the Property the Intended Use(s) and densities, including, among other provisions, Developer's ability to increase Unit density to the Maximum Units, and to develop in accordance with dimensional requirements as allowed by City's Vested Laws. The Parties intend that the rights granted to Developer hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity. The Parties acknowledge and agree this DA provides significant and valuable rights, benefits, and interests in favor of Developer and the Property, including, but not limited to, certain vested rights, development rights, permitted and conditional uses, potential rights for new improvements, facilities, and infrastructure, to assist in the development of the Property.

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

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

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

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

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

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

state and local law.

3.2.6 **Impact Fees.** Impact Fees or modifications thereto that are lawfully adopted, imposed, and collected by the City or any other lawful agency, district, or public utility.

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

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

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

4. **Tax Increment Financing and Similar Assistance.**

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

4.2 **Surplus Revenues.** The Parties acknowledge that from time-to-time and over the term of the Project Area or any other financing vehicle, there may be revenues generated that exceed the costs of the required Public Infrastructure. The Parties further acknowledge that it may be in the interest of both of the Parties to use, insofar as permitted by applicable law, some or all of those excess proceeds for

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

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

4.4 Public Infrastructure District. Developer may elect to petition the City to create a Public Infrastructure District ("PID") pursuant to Utah Code § 17D-4-101 *et seq.* for the Property in addition to or in place of the Property Increment participation. The City shall review and reasonably consider Developer's petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project. If Developer elects to proceed with the creation of a PID, the City shall cooperate in the formation and operation of the PID.

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

6. **Intentionally Omitted.**

7. **Processing of Development Applications.**

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

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

7.3 City Denials of Development Applications Based on Denials from Non-City Agencies.

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

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

9. **Public Infrastructure and Utilities.**

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

9.1.1 Construction of the South Park located in Block H (as so identified in the Zoning), as identified in the Concept Plan, including, without limitation, amenities such as restrooms, playground, grass, irrigation, maintenance shelter, and parking. Developer will agree to donate up to one (1) acre of land and will install the improvements for such park, provided an agreement is executed with the City or the Redevelopment Agency to reimburse the Developer upon substantial completion of such improvements, with such reimbursement or financing to be separate from that described in Section 4 above.

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

9.1.3 The negotiation in good faith for Developer's sale to the City of approximately 1.5 to 2.0 acres within Block H for the construction of a public safety facility. Developer and City shall commence negotiation and planning for such sale upon the Effective Date and pursue a letter of intent for

such sale within [] months after the Effective Date, providing for a closing of such sale within [] months after the Effective Date.

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

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

9.4 **Culinary Water and Sanitary Sewer Improvements.**³ Upon payment to the City by the Developer, the City agrees to provide all culinary water and sanitary sewer services to the Property without requiring the dedication of water rights from Developer upon payment of the fees associated with the approved development designs. City agrees to provide Developer "will serve" commitments with respect to the Property. Upon dedication of water and sewer improvements to the City by Developer, City shall reserve such developed capacity necessary for the use of the Project on the Property.

9.5 **Storm Water Improvements.** Developer shall construct, or cause to be constructed, storm water retention and detention facilities as may be necessary for the development of the Property as contemplated by the vested rights described herein. Developer shall not be required to design and construct such retention and detention facilities to address storm water flows originating from outside the Property. This City may require the Developer to engage with adjacent property owners to address known adverse stormwater conditions.

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

9.7 **City Services.** City shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water,

³ NTD: Project water needs to be discussed further.

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

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

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

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

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

10. **Default.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Developer:

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

With a Copy to:

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

To Vineyard City:

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

With a Copy to:

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

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

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

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

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

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

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

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

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

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

14.2 **Non-Related Entity.** Developer’s assignment of all or any part of the Developer’s rights and responsibilities under this DA to any entity not “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City’s approval, which shall not be

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

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

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

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

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

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

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

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

19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this DA, the City and Developer each shall designate and appoint a representative to act

as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Community Development Director. The initial representative for Developer shall be Steve Borup. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

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

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

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

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

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

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

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

[Signature Pages Follow]

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

DEVELOPER:

COTTONWOOD GENEVA LLC,
a Utah limited liability company

By: _____

Name: _____

Its: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Cottonwood Geneva LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

CITY:

Approved as to form and legality:

VINEYARD CITY,
a Utah political subdivision

Jayme Blakesley
City Attorney

By: _____
Name: Julie Fullmer
Its: Mayor

Attest:

Pamela Spencer
City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the _____ day of _____, 2022 personally appeared before me Julie Fullmer who being by me duly sworn, did say that she is the Mayor of Vineyard City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Julie Fullmer acknowledged to me that the City executed the same.

NOTARY PUBLIC

EXHIBIT A
[Legal Description of the Property]

EXHIBIT B⁴
[Concept Plan]



*Building footprint is shown for conceptual purposes only. Building plans to be approved through site plan approval process.

⁴ NTD: Subject to updates.

EXHIBIT C⁵
[Ground Floor Commercial Streets]



- - - - - Requires Ground Floor Commercial
- Commercial Floor Area
- Commercial Floor Area Parking
- Residential Floor Area
- Residential Floor Area Parking

⁵ NTD: Subject to updates.

EXHIBIT D⁶
[Modifications to Zoning]

1. **4.04 Uses:** Commercial electric vehicle (EV) charging station is an allowed use on Block H.
2. **4.08.3 Residential Intensity.** This section is replaced by the terms of the DA, including the provisions related to Maximum Units, Ground Floor Area, and Ground Floor Commercial Streets.
3. **4.08.4 Non-Residential Intensity:** This section is replaced by the terms of the DA, including the provisions related to Ground Floor Area and Ground Floor Commercial Streets.
4. **4.08.6 Setbacks:** Setbacks along Mill Road, Vineyard Connector, and Geneva Road may be approved for common area open space as shown in the Concept Plan, Exhibit B. Block H shall be allowed minimum rear and side setbacks of 10 feet.
5. **4.08.8 Mixed Use Requirements:** City acknowledges and agrees that the Concept Plan, Exhibit B, complies with the mixed use requirements.
6. **4.08.9.b Open Space:** This section is replaced with provisions related to open space and common area elements set forth in Section 2 of Exhibit E.
7. **4.08.10.a Parking:** Add Commercial Lodging to the table: Commercial Lodging, 1 space per guest room.
8. **4.08.10.b:** Replace the current text which states

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

with

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

9. **4.10.4 Block Structure:** City acknowledges and agrees that the Block Structure and intent of the building frontage in the Concept Plan shown in Exhibit B is approved.
10. **4.10.4.d.ii Building Height and Stepbacks:** Modify as follows (additions in underline):

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

11. **4.10.10.iii:** Staff may approve the removal of parallel parking along Frontage Street sections.
12. **4.10.12.c:** Block H may utilize surface parking, subject to screening requirements in 4.10.11.f.

⁶ NTD: Subject to updates.

EXHIBIT E⁷
**[Development Standards and
Design Guidelines]**

⁷ NTD: To be provided.

Stewardship. Integrity. Commitment.



DAKOTA PACIFIC
Real Estate



The Forge – Master Plan

1/11/23



DAKOTA PACIFIC
Real Estate

Confidential Information – Not for Distribution or Circulation

FORGE MIXED USE ZONING EXCERPTS

4.02 Purpose

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



4.08.3

Residential Intensity. The quantity of residential uses approved or constructed shall never exceed one half (1/2) of the quantity of non-residential uses approved or constructed, as measured in total floor area (square feet).

FORGE CURRENT STATE

Leasing and Inquiry Activity

Office build-to-suit has been marketed for ~3 years by a Utah County top office broker

No viable market interest to-date due to

- 1) Work from home
- 2) Location (not Lehi)
- 3) Required viable lease rates-based construction costs

Commercial Office Challenges

- Construction cost growth of 30%-40% since 2020 has exceeded office rent growth.
- Structured parking adds \$75-\$90/rentable square foot to the office investment. This in turns requires \$5-\$6 more per foot in annual rent vs a surface parked office building. This market cannot achieve sufficient rents in the early phases.
- COVID created a structural shift in office demand. Based on current market trends, it will take 20+ years to absorb the 1M sqft of office anticipated in the current entitlement.

Other uses such as big-box retail and neighborhood commercial were evaluated as ways to backfill the gap left by lower office demand. These uses are not viable without removing the setback and structured parking zoning requirements.

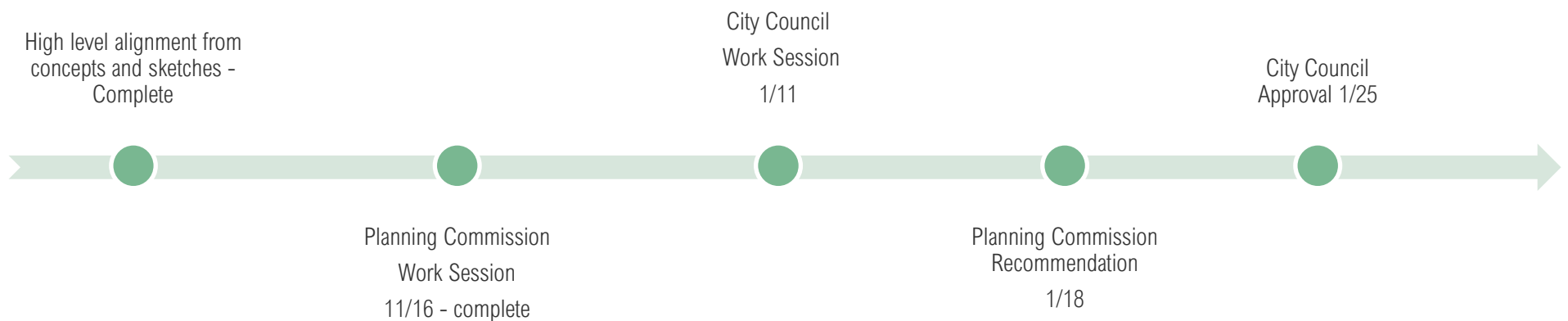
After discussing with the Mayor and Staff, it was recommended we provide a master plan framework whereby a developable solution, which meets key City's objectives, can be agreed to through a development agreement.

MASTER PLAN AND DEVELOPMENT AGREEMENT SCHEDULE

OBJECTIVES

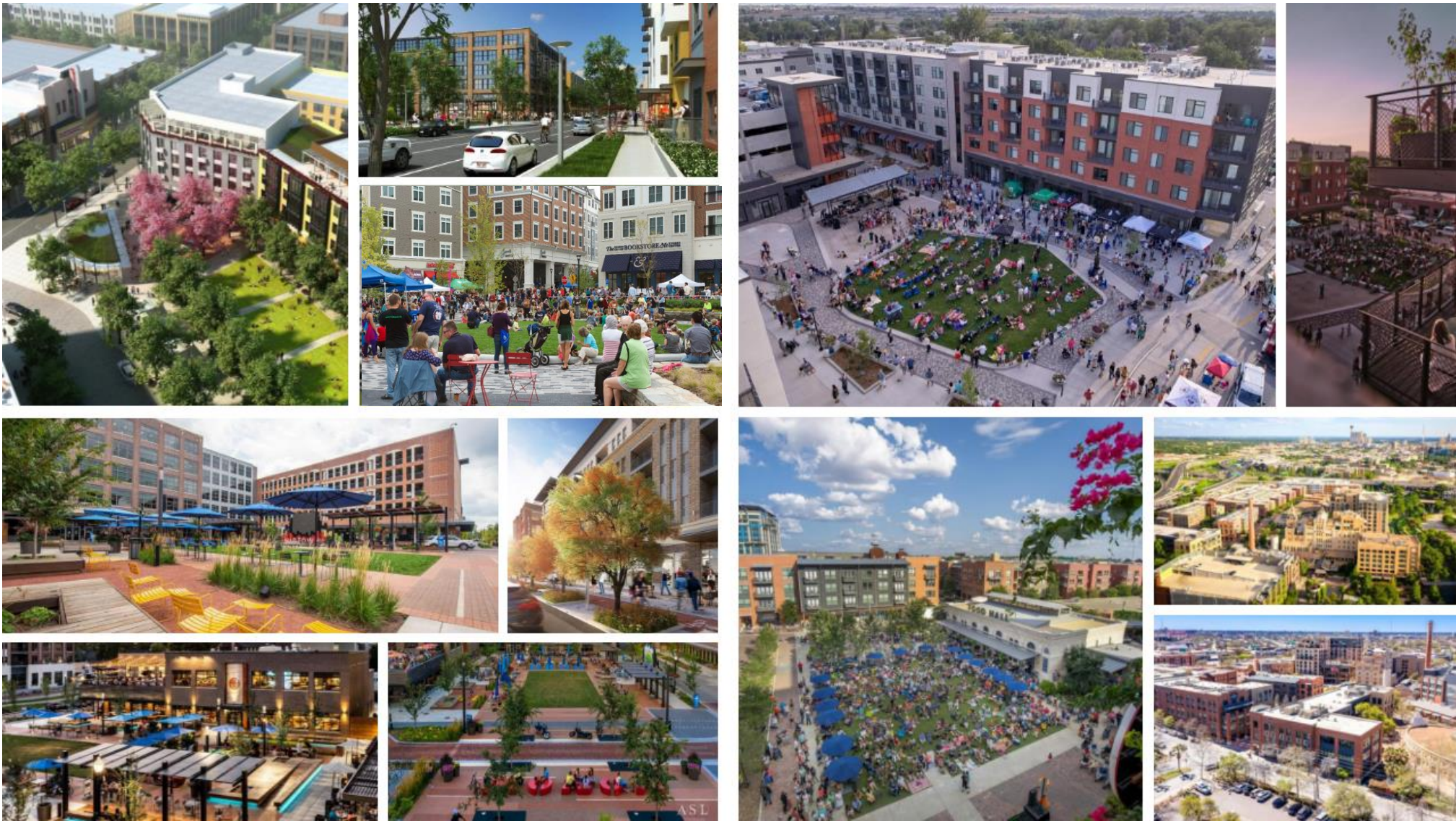
- Master planned open space, pedestrian connectivity, and thematic elements to ensure a cohesive, impactful experience
- Create flexible framework that enables multiple uses, resulting in a destination, mixed-use project that will attract economic drivers for the city
- Provide pedestrian focused design, encourage active street environment, and enable larger gatherings such as festivals
- Establish a sense of arrival along Vineyard Connector
- Enable early phases to gain momentum for the project

ANTICIPATED TIMELINE



MASTER PLAN

INSPIRATION



MASTER PLAN

PLAN VIEW



- 1) Building footprint is shown for conceptual purposes only. Building plans to be approved through site plan process, subject to the development agreement.
- 2) Frontage road along Vineyard Connector and greenspace buffer along Mill Road / Vineyard Connector removed in response to Planning Commission comments.
- 3) Added greenspace / open space allocation in Block H (behind theater) in response to Planning Commission comments.

- 7 acres of programmed open and green space, inclusive of a 2.2-acre central plaza and urban park
- 23 acres of building pads
- Ability to close Cauldron at middle blocks, creating approx. 5-acre area for festivals and events
- Strong presence on entirety of Vineyard Connector, including corners
- Inviting pedestrian pathway from the theater and entertainment district (south)
- Attract quality dining, name brand retailers, and experiential services to the commercial mix
- Mix of hardscapes and softscapes for a variety of experiences and types of places
- Quality and quantity assured through the development agreement design requirements

MASTER PLAN

PLAN VIEW



* Building footprint is shown for conceptual purposes only. Building plans to be approved through site plan process, subject to the development agreement.

MASTER PLAN

CONCEPT ELEVATION OF CENTRAL PLAZA AND SHARED STREET



MASTER PLAN

CONCEPT ELEVATION OF CENTRAL PLAZA AND SHARED STREET



MASTER PLAN

FACING NORTHEAST



- Vertical structures shown for massing purposes only. Actual vertical structures to be approved through site plan process, subject to the development agreement and zoning.
- Greenspace along Mill Road reduced and frontage road removed in response to planning commission comments (see plan view on slide 7)

MASTER PLAN

FACING EAST



- Vertical structures shown for massing purposes only. Actual vertical structures to be approved through site plan process, subject to the development agreement and zoning.
- Greenspace along Mill Road reduced in response to planning commission comments (see plan view on slide 7)

KEY CHANGES REQUESTED TO ZONING

TOPIC	CURRENT	REQUESTED CHANGE
Residential Intensity	The quantity of residential uses approved or constructed shall never exceed one half (1/2) of the quantity of non-residential uses approved or constructed, as measured in total floor area (square feet).	Ground floor area shall be at least 50% non-residential. The non-residential to residential ground floor ratio shall not be less than 20% at any point in the development timeline. However, up to 3 acres or 300 dwelling units, whichever comes first, may be constructed in an initial phase without constructing non-residential. Key streets will be required to have non-residential on both sides of the ground floor. Maximum residential dwelling units is 1,500
Open Space	A minimum of twenty percent (20%) of the net site area of the development shall be set aside for open space with the possibility of reducing it to not less than ten percent (10%) through open space enhancements. Such areas shall be used for plaza areas, outdoor seating areas, pedestrian ways, landscape areas, recreation areas, or other similar uses as approved by the Vineyard Planner.	Master plan provides 7 acres (23%) of programed open space. This exceeds the 3 to 6 acres currently required in code and includes open space enhancements.

KEY CHANGES REQUESTED TO ZONING

TOPIC	CURRENT	REQUESTED CHANGE
Parking	Parking structures are envisioned as the primary parking strategy for The Forge MU District Conversion of Parking Lots to Structures: It is anticipated that surface parking lots may be provided in the initial phases of development, in many cases to eventually be replaced by structured parking.	Maintain use of parking structures as primary parking strategy. Allow surface lot at Mill Road / 650 N in support of a ground floor grocer and other detached commercial buildings. *Developer shall submit a parking management plan for city approval prior to the first site plan approval (permitting, monitoring, enforcement)
Tax Increment Financing	No Tax Increment Financing is in place. However, in 2018 TIF was approved by the RDA for parking structure (estimated \$9.9M).	TIF commitment for performance-based increment (75%) which will be made available for reimbursement of publicly accessible common areas and parking structures to enable the Urban program.

MASTER PLAN – RESIDENTIAL INTENSITY

RESIDENTIAL INTENSITY PROPOSAL

- Ground floor commercial at main streets and other key areas (blue dashed line)
- Ground floor area shall be 50% or more commercial. Ground floor area does not include roads, surface parking, or common area open space
- The commercial-to-residential ground floor ratio shall not be less than 20% at any point in the development timeline
- However, up to 3 acres or 300 dwelling units, whichever comes first, may be constructed in an initial phase without constructing commercial.



Concept shown
yields
55% Commercial

Example Layout based on current
vertical development framework

	Requires Ground Floor Commercial
	Commercial Floor Area
	Commercial Floor Area Parking
	Residential Floor Area
	Residential Floor Area Parking

MASTER PLAN

CURRENT FRAMEWORK FOR RESIDENTIAL VS NON-RESIDENTIAL PROGRAM



Red = Non-Residential

* Vertical structures shown for massing purposes only. Actual vertical structures to be approved through site plan process, subject to the development agreement.

OTHER VARIANCES TO CURRENT ZONING

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

4.08.10.b: Replace the current text which states

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

with

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

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

Buildings [height] can range from a minimum of twenty feet (20') to a maximum of one hundred-twenty five feet (125') for flat roofs or one hundred forty feet (140') for pitched roofs. Staff may approve a minimum fifteen-foot (15') building height for retail stand-alone buildings less than 10,000 square feet. Any stories above the fourth story should stepback a minimum of ten feet (10') from the right of way line for no less than 50% of lineal feet of those building facades that face a Commercial Street or Stroll Street.

AFFORDABLE HOUSING

The HUD standard for housing affordability is no more than 30% of household income goes toward housing.

HUD 2022 Area Medium Income (AMI) for Provo/Orem is \$96k.

AMI Rents for Provo / Orem are:

UTAH COUNTY AMI RENTS			
	60% AMI	80% AMI	100% AMI
1 Bed	\$1,053	\$1,404	\$1,755
2 Bed	\$1,264	\$1,685	\$2,107
3 Bed	\$1,460	\$1,947	\$2,433
Average	\$1,259	\$1,679	\$2,098

Source: Confirmed with Utah Housing Authority

Vineyard City has 1,500 + units in 70%-80% range for Utah County.

Targeted Approach for First Responders and Emergency Services

	Est. Income Per Salary.com	Affordable Rent*
Fire Fighters	\$53k to \$72k	\$1,175 - \$1,650
Paramedics	\$40k to \$50k	\$850 - \$1,100
Police Officers	\$50k to \$66k	\$1,100 - \$1,500

*30% of gross income, less \$150 for utilities

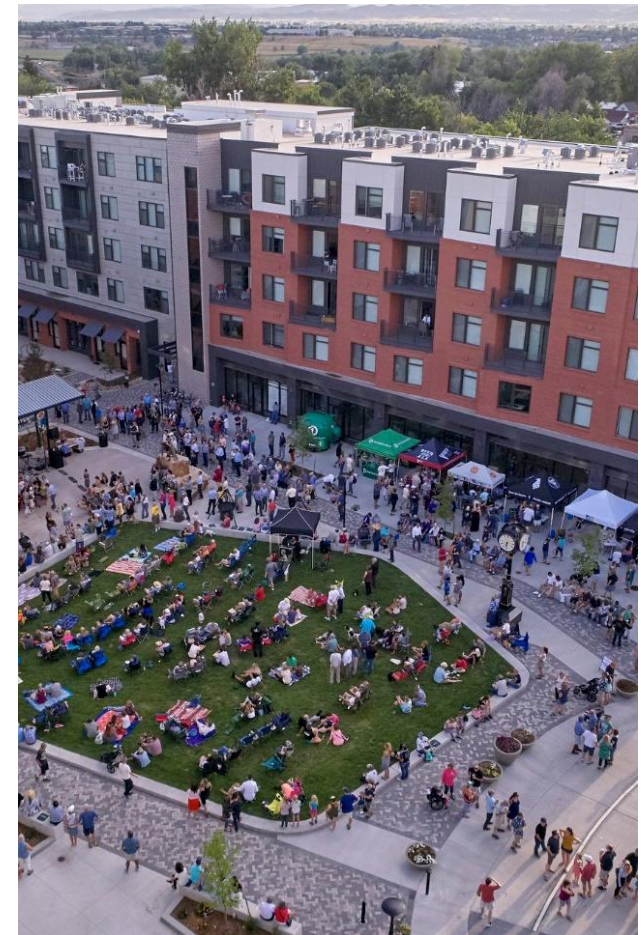
At 60% AMI rents, a single-income household, first responder will be able to afford a 1-2 bedroom unit by HUD standards

Proposal: 25 units to be 60% AMI rents with first right given to first responders and 2nd right to teachers (if restriction is proved legal).

Minimum of 5 units per residential project, until obligation is met

MASTER PLAN DESIGN CONCEPTS

CENTRAL SHARED STREET AND PLAZAS



CENTER | ART | GATHER | RELAX | PARTY | PARK | SUN | SHADE | PLAY | MEET | EAT | SHOP | WALK

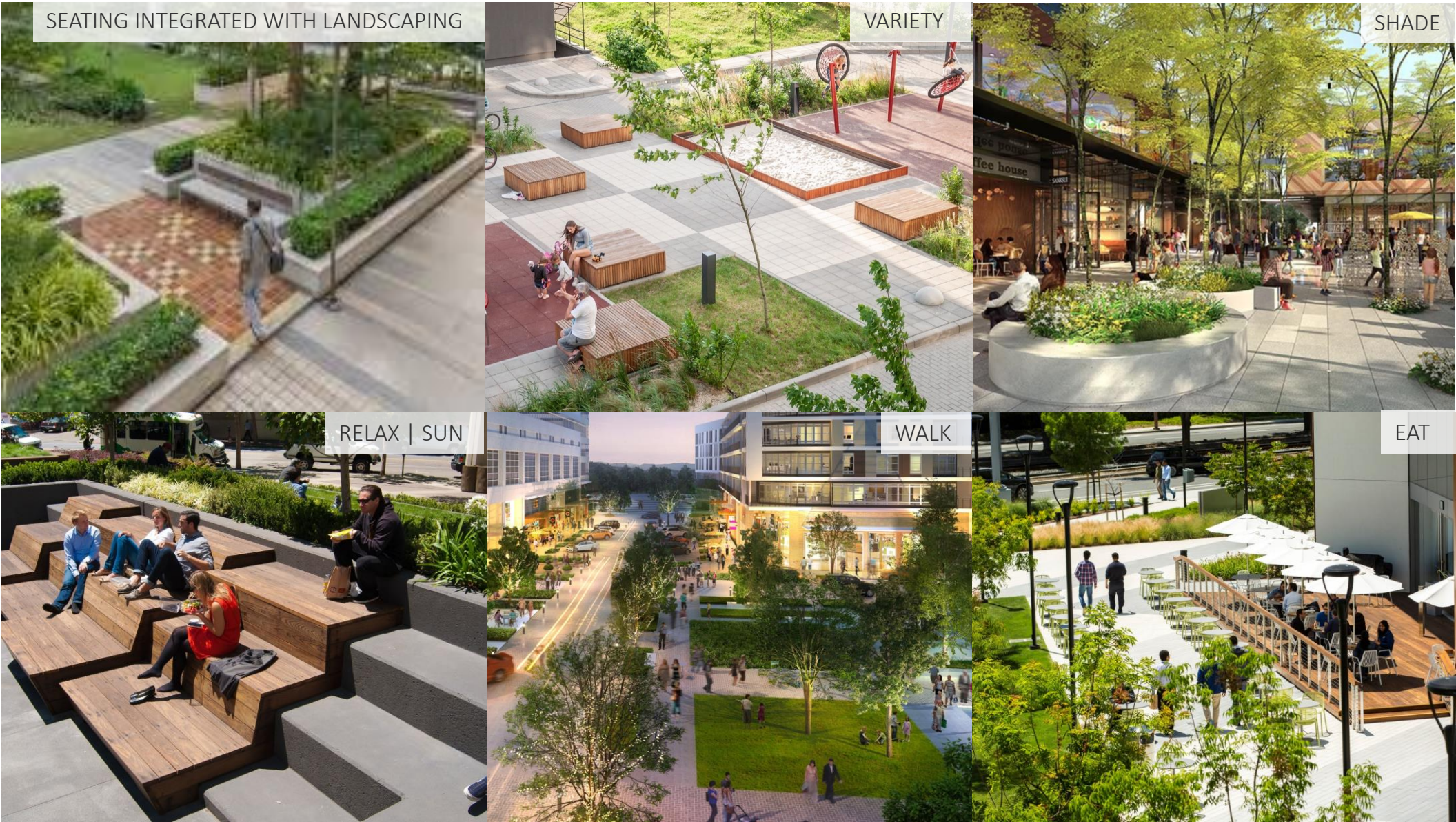
MASTER PLAN DESIGN CONCEPTS

CENTRAL PLAZAS - INSPIRATION



MASTER PLAN DESIGN CONCEPTS

CENTRAL PLAZAS - INSPIRATION

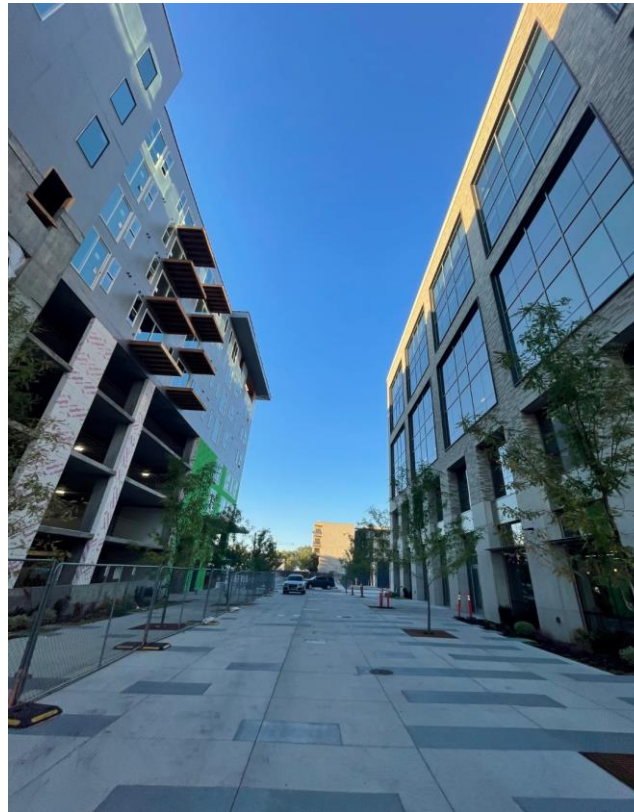


MASTER PLAN DESIGN CONCEPTS

CENTRAL SHARED STREET

woonerf
noun

- a road that is designed with special features to reduce the amount of traffic using it, or to make the traffic go slower
- Woonerf is Dutch for "living street," and refers to a new way of designing streets to be people-friendly open spaces



*Dakota Pacific's South City Project
South Salt Lake City, Utah*

MASTER PLAN DESIGN CONCEPTS

RETAIL PLAZA



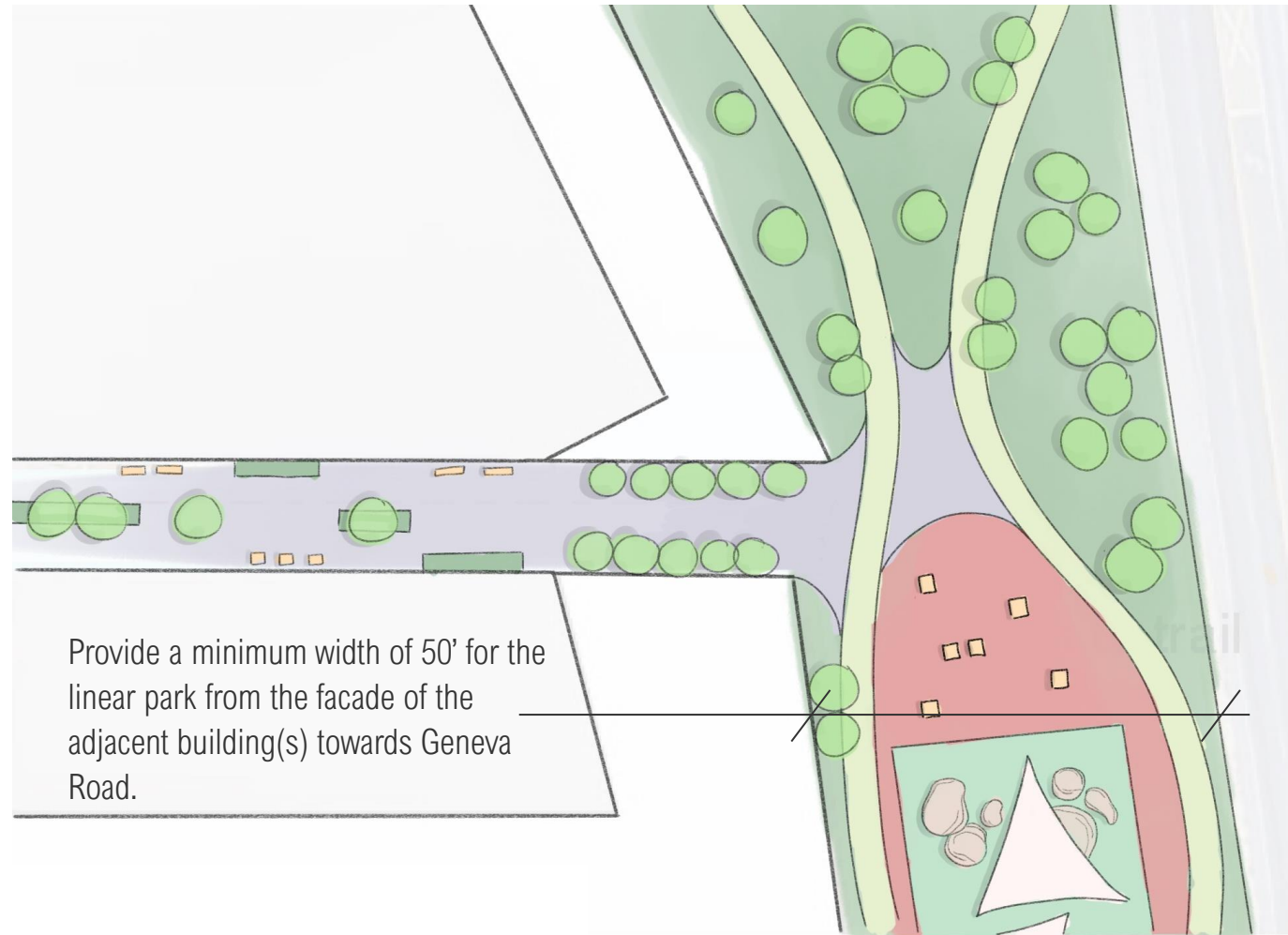
MASTER PLAN DESIGN CONCEPTS

INTERNAL ALLEY



MASTER PLAN DESIGN CONCEPTS

EAST GATEWAY

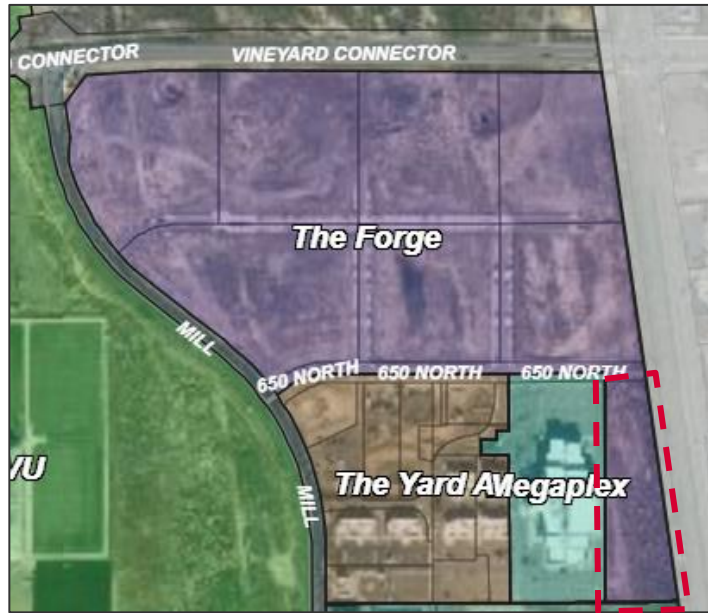


MASTER PLAN DESIGN CONCEPTS

WEST GATEWAY



BLOCK H (LOCATED BEHIND THEATER)



PARK LAND DONATION

Developer will donate 1 acre of land in this block for a city park along Geneva trail. Location and site layout to be integrated into the first site plan submission for this block.

REQUESTED ZONING VARIANCES

4.04 Uses: Commercial EV charging station is an allowed use on Block H

4.08.6 Setbacks: Setbacks along Mill Road, Vineyard Connector, and Geneva Road may be approved for common area open space as shown in Master Plan. Block H/Lot 10 shall be allowed rear and side setbacks up to 10 feet.

4.10.12.c: Block H may utilize surface parking, subject to screening requirements
4.10.11.f.



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