NOTICE OF A REGULAR
CITY COUNCIL MEETING
July 12, 2023, at 6:00 PM

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, July 12, 2023, 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. **CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE – *to be announced.***

2. **WORK SESSION**
   No items were submitted.

3. **PUBLIC COMMENTS** *(15 minutes)*
   "**Public Comments"** is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

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

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

5. **STAFF, COMMISSION, AND COMMITTEE REPORTS** *(3 minutes each)*
   5.1 City Manager Ezra Nair
   5.2 Planning Commission

6. **CONSENT ITEMS**
   6.1 Approval of the June 28, 2023, City Council Meeting Minutes
   6.2 Approval of a Special Event Fee Waiver Application
   6.3 Approval of a Field Use Policy (Resolution 2023-34)
   6.4 Ratification of a Lease Agreement for the 11-acre Parcel (also known as the Robins Property)
   6.5 Approval of Tax Disclosure Compliance Policy (Resolution 2023-35)
   6.6 Approval of an Interlocal Cooperative Agreement with the Utah Division of Forestry, Fire and State Lands for Fire Mitigation (Resolution 2023-36)

Click on table of contents icon to access bookmarks to attachments.

7. APPOINTMENTS

No names were submitted.

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

8.1 RECOGNITION

Councilmember Welsh will present a certificate to outgoing Youth Council Mayor Alexa Dadson.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Municipal Code Amendment (Ordinance 2023-24)

Public Works Director Naseem Ghandour will present recommended changes to the Municipal Code Section 8.08.050 Nuisances to add a restriction for the use of engine brakes. The mayor and City Council will act to adopt (or deny) this request by ordinance.

10. CLOSED SESSION

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

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

11. ADJOURNMENT

The next meeting is on Wednesday, July 26, 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 (385) 338.5183.

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: July 11, 2023

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

MINUTES OF A REGULAR
CITY COUNCIL MEETING
City Council Chambers
125 South Main Street, Vineyard, Utah
June 28, 2023 at 6:00 PM

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

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Lieutenant Holden Rockwell, Sergeant Greg Sherwood, and Deputy Chad Stilson with the Utah County Sheriff's Office, Chief Building Official Cris Johnson, Finance Director David Mortensen, Community Development Director Morgan Brim, Planners Cache Hancey and Anthony Fletcher, Public Works Director Naseem Ghandour, Parks and Recreation Director Brian Vawdrey, Admin Intern Bradley Day, Environmental Utilities Manager Sullivan Love, City Recorder Pamela Spencer

Others speaking: Resident Donald Roth

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

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

2. WORK SESSION

No items were submitted.

3. PUBLIC COMMENTS

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

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Councilmember Sifuentes reported on the library board meeting that was held in June.

Councilmember Welsh reported that Mountain America Credit Union announced their intentions to come to Vineyard. She reported that they were hoping to hold an ARCH Commission meeting next month and invited residents to apply for a position if they were interested. She reported that staff was working on the Transportation Master Plan. She reported that they would be installing a crosswalk at the intersection of Vineyard Loop Road and Main. She also reported that Huntsman Cancer Institute (HCI) had announced their plans to open a location in Vineyard. Mayor Fullmer mentioned the support from outside entities to get HCI here in Utah County.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1 City Manager Ezra Nair reported that they had completed the bond rating presentations and felt positive about the results. He reported that they had hired Maria Arteaga as a bilingual front desk receptionist. He also reported that the town hall meeting held yesterday for the Parkside, Meadows, Elms, and Garden subdivisions had gone well. Mayor Fullmer felt that staff had been doing a great job getting out into the community.

5.2 Lieutenant Holden Rockwell recognized Deputy Chad Stilson for the work that he had done in Vineyard and for the elementary schools. He mentioned that Deputy Stilson would be joining the Utah County Search and Rescue team.

Deputy Stilson remarked that Vineyard would always have a place in his heart and that he enjoyed working with the children at the elementary schools and was going to miss that. Mayor Fullmer and Councilmember Sifuentes also expressed their appreciation for Deputy Stilson.

6. CONSENT ITEMS

- **6.1** Approval of the June 14, 2023, City Council Meeting Minutes
- **6.2** Approval of Amendments to the Vineyard Retention Schedule located in the Vineyard Municipal Code Section 2.28 Records Management and Access (Ordinance 2023-23)
- **6.3** Approval of an Interlocal Cooperation Agreement with Utah County for Substance Misuse Prevention Services and Communities That Care Prevention Model Agreement (Resolution 2023-30)
- **6.4** Approval of a Special Event Permit Fee Waiver for The Tribe on behalf of Rex Real Estate
- **6.5** Approval of a Bid Award to Nelson Partners for Conceptual Designing Services and Space Analysis of City Hall (Resolution 2023-31)
- **6.6** Approval of a Bid Award to Aljay Fuimaono for the Design and Installation of the Vineyard Water Tank Mural and Additional Funds for Site Improvements.

Mayor Fullmer called for a motion.

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

7. APPOINTMENTS

No names were submitted.

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

8.1 Fraud Risk Assessment Presentation

Finance Director David Mortensen will present the annual Fraud Risk Assessment. This item is for discussion only; no action will be taken.

Mayor Fullmer turned the time over to Finance Director David Mortensen.

Mr. Mortensen explained the reason for the Fraud Risk Assessment. He then reviewed the assessment. He mentioned that staff was working on policies for Reporting of Fraud and Abuse and Ethical Behavior.

9. BUSINESS ITEMS

9.1 PUBLIC HEARING – Adoption of the Vineyard City Fiscal Year 2022 – 2023 Budget Amendment #2 (Resolution 2023-28)

Finance Director David Mortensen will present proposed amendments to the Fiscal Year 2022-2023 Budget. The mayor and city council will act to adopt (or deny) this request by resolution.

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

Motion: COUNCILMEMBER WELSH MOVED TO OPEN THE PUBLIC HEARING AT 6:15 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer turned the time over to Finance Director David Mortensen.

Mr. Mortensen mentioned that the budget amendment had been revised since the agenda was posted. He then reviewed the budget amendments.

Mayor Fullmer called for public comments.

Resident Donald Roth, living in The Cottonwoods subdivision, asked about the mayor and council wages. Mr. Mortensen explained how it worked. A discussion ensued.

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

Motion: COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 6:23 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer asked about the bad debit listed in the budget. Mr. Mortensen explained that there were debts that had not been collected for several years and that he did not feel comfortable collecting on anything older than 3 years. Mr. Nair said that they had made a policy putting payment plans in place to help mitigate the bad debts. There was a discussion about the work being done.

Mayor Fullmer asked about mosquito abatement. Mr. Nair replied that they had increased the abatement at the beginning of the year. There was a discussion about mosquito abatement.

Mr. Mortensen explained that the insurance premiums were for the Fiscal Year 2023-2024 budget.

Motion: COUNCILMEMBER FLAKE MOVED TO ADOPT RESOLUTION 2023-28 FISCAL YEAR 2022-2023 BUDGET AMENDMENT #2 AS PRESENTED TONIGHT BY STAFF. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.2 DISCUSSION AND ACTION – Adoption of the Final Fiscal Year 2023-2024 Budget and Certified Tax Rate (Resolution 2023-29)

Finance Director David Mortensen will present the final Fiscal Year 2023-2024 Budget and the certified tax rate. The mayor and City Council will act to adopt (or deny) this request by resolution. *(A public hearing was held on the adopted tentative budget during the June 14, 2023, City Council meeting.)*

Mayor Fullmer turned the time over to Finance Director David Mortensen.

Mayor Fullmer moved to Business Item 9.4.

Mr. Mortensen reviewed the final budget and any changes that had been made since adopting the tentative budget.

Mayor Fullmer asked if the Gammon Park storage shed was for Parks and Recreation. Mr. Mortensen replied yes. Mayor Fullmer asked about the mobile classroom that they were currently using for storage. Mr. Nair replied that it would surplused and removed from the site.

Parks and Recreation Director Brian Vawdrey explained why they needed storage at Gammon Park. There was a discussion about the different types of storage and a long-term solution.

Councilmember Welsh asked if they could move the additional money from the water tank mural budget into beautification at entrances and planned corridor sections. Mayor Fullmer agreed and felt that the budget discussions had gone well.

There was a discussion about the wording for the Gammon Park budget item.

Mr. Mortensen continued his review of the final budget.

Mayor Fullmer felt that the conversations for the bonds had gone well, and that the city would be served well.

Mr. Mortensen presented the certified tax rate.

Mayor Fullmer called for questions from the City Council.

Councilmember Sifuentes asked for clarification on the position that was moved from the Mayor and City Council category to the Communications category. Mayor Fullmer explained why the position that was moved from council to communications.

Mayor Fullmer reviewed the budget process for the public.

Councilmember Rasmussen thanked staff and council for their work.

Councilmember Flake said that the budget was conceived and tied together so well. He explained that they had to perform to a level that would satisfy the financial markets. The city will have to borrow money and this budget did an excellent job of showing lenders how well the council budgets the city’s money. Mayor Fullmer added to Councilmember Flake’s comments.

Mayor Fullmer called for further comments from the council. Councilmember Sifuentes asked if the public could ask questions.

Mr. Roth expressed appreciation for the installation of the traffic lights at Main and 400 North. Mayor Fullmer explained the process that the city had gone through.

Councilmember Welsh appreciated the collaboration that the council had gone through with staff. She said that this budget sets the priorities for the next year.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER FLAKE MOVED TO ADOPT RESOLUTION 2023-29 THE VINEYARD CITY FISCAL YEAR 2023-2024 BUDGET AS PRESENTED BY STAFF WITH THE ADDITION, AS NOTED EARLIER, THAT THE EXCESS FUNDING THAT WAS IN THE WATER TANK MURAL BUDGET BE TRANSFERRED TO THE BEAUTIFICATION OF ENTRANCES AND ADOPT THE CERTIFIED TAX RATE OF 0.002842. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.3 PUBLIC HEARING – <u>Zoning Text Amendment – Domestic Livestock and Fowl (Ordinance 2023-15)</u> *(This item was postponed from the April 26, 2023, City Council meeting.)*

Planner Cache Hancey will present an ordinance which would provide greater allowance for domestic fowl in lots less than 1 acre and would permit a certain number of chickens based on lot size. The mayor and City Council will act to adopt (or deny) this request by ordinance.

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

Motion: COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 6:57 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer turned the time over to Planner Cache Hancey.

Mr. Hancey presented the recommended changes to the code.

Mayor Fullmer asked Councilmember Rasmussen for comments.

Councilmember Rasmussen stated that this was something she really wanted to see in the city and reviewed the process they had gone through. She asked to strike the permit process for the time being. Mayor Fullmer clarified that residents would not need a permit to have chickens if they removed this part.

Mayor Fullmer called for public comments. She asked about code enforcement. Mr. Brim stated that staff would take concerns on a complaint basis and follow the code enforcement process.

Mayor Fullmer asked about roosters. Mr. Hancey replied that roosters were not allowed.

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

Motion: COUNCILMEMBER WELSH MOVED TO CLOSE THE PUBLIC HEARING AT 7:03 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

Councilmember Welsh felt that if they had the budget and staff, they should look into doing a permit and education process. She suggested that the education component could be run through the Community Garden program.

Councilmember Sifuentes thanked Councilmember Rasmussen for her hard work on the code changes. She asked about the number of chickens on 1-acre lots and if they could allow residents to sell eggs. A discussion ensued. Mayor Fullmer directed staff to look into allowing the sale of chicks and eggs.

Mayor Fullmer reiterated the changes. She said that she liked the process that they had gone through to come up with the current code.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER RASMUSSEN MOVED TO ADOPT ORDINANCE 2023-15 AS PRESENTED WITH THE FOLLOWING CHANGES; REMOVING THE PERMIT AND FEES.

A discussion ensued about the motion.

Amended motion: COUNCILMEMBER RASMUSSEN MOVED TO ADOPT ORDINANCE 2023-15 AS PRESENTED WITH THE FOLLOWING CHANGES: TO REMOVE THE PERMIT AND FEES AND ADD LANGUAGE THAT THE SALE OF EGGS IS PROHIBITED UNLESS A COUNTY OR STATE AGENCY APPROVES. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.4 DISCUSSION AND ACTION – <u>A Resolution Directing City Staff to Amend the General Plan Element 10 Technology (Resolution 2023-32)</u>

Mayor Fullmer will present a resolution directing city staff to begin the process of revising Element 10 Technology Goal 2 of the General Plan to address privacy concerns about public use of personal information. The Mayor and City Council will act to adopt (or deny) this request by resolution.

Mayor Fullmer turned the time over to the Community Development Director Morgan Brim.

Mr. Brim explained the reason for the resolution. Councilmember Welsh explained that these changes were what the City Council wanted to see.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER WELSH MOVED TO ADOPT RESOLUTION 2023-32 AS PRESENTED. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

10. CLOSED SESSION

No closed session was held.

11. ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETIN AT 7:13 PM. COUNCILMEMBER SIFUENTES. SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED ON: ________________________________

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

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 7/12/2023

Agenda Item: 6.2 NOMAs Fee Waiver

Department: Parks and Recreation

Presenter: Anna Nelson

Background/Discussion:

NOMAs is hosting a fundraising carnival at Gammon Park on July 15th. They are anticipating 250 people and will have carnival games, a dance floor for 3 dance performers, and 2 food trucks. They would like to use the Large Pavilion, Tennis courts, and field at Gammon Park. They would like to close the parking at Gammon Park and will have additional parking at Franklin Elementary.
The event will run from 6:00 PM to 9:00 PM.

We are supportive of hosting events like this and have attempted to facilitate this as much as possible. This event has been approved by ERC and the City Manager as per code.

NOMAs is requesting a fee waiver for the following fees associated with the Special Event Permit:

- Rental Fees: o Pavilion Rental: $80.00
- Soccer Field Rental: $200
- Special Event Fee: $100
- Court Rental Fee: $75.00

Totaling, $455.00

We have met as staff to make sure that we provide this recommendation that will work for each of the staff members involved.

Impact:
- Youth recreation programs are not scheduled during this time

Recommendation:
We are recommending a fee waiver. Our recommendation is based on the organization providing a free program to our community and raising funds for an organization.

VINEYARD CITY COUNCIL STAFF REPORT

Sample Motion:
Motion to approve the fee waiver, waiving the total fees of $455.00 for NOMAs Special event on July 15th

Attachments:
See attached site plans, application, and applicant's reason for fee waiver request.

Detailed Event Site Plan

The NOMAS Carnival Fundraising Event will provide a fun-filled family-friendly evening for attendees. It will include a program with three different dance group performances, a speech from the director, raffles, and personal experiences from NOMAS volunteers and clients. NOMAS will also provide a variety of carnival activities including, but not limited to, face painting, animal balloons, lollipop tree, soda ring toss, and balloon dart board. NOMAS will also have a food truck at the event. A detailed event site plan is included below:

Parking Plan

Guests for the event will be directed to park at the Franklin Discovery Academy parking lot (pictured below). Permission to use this parking lot was granted on 06/09/2023. NOMAS will have signs directing attendees where to park.

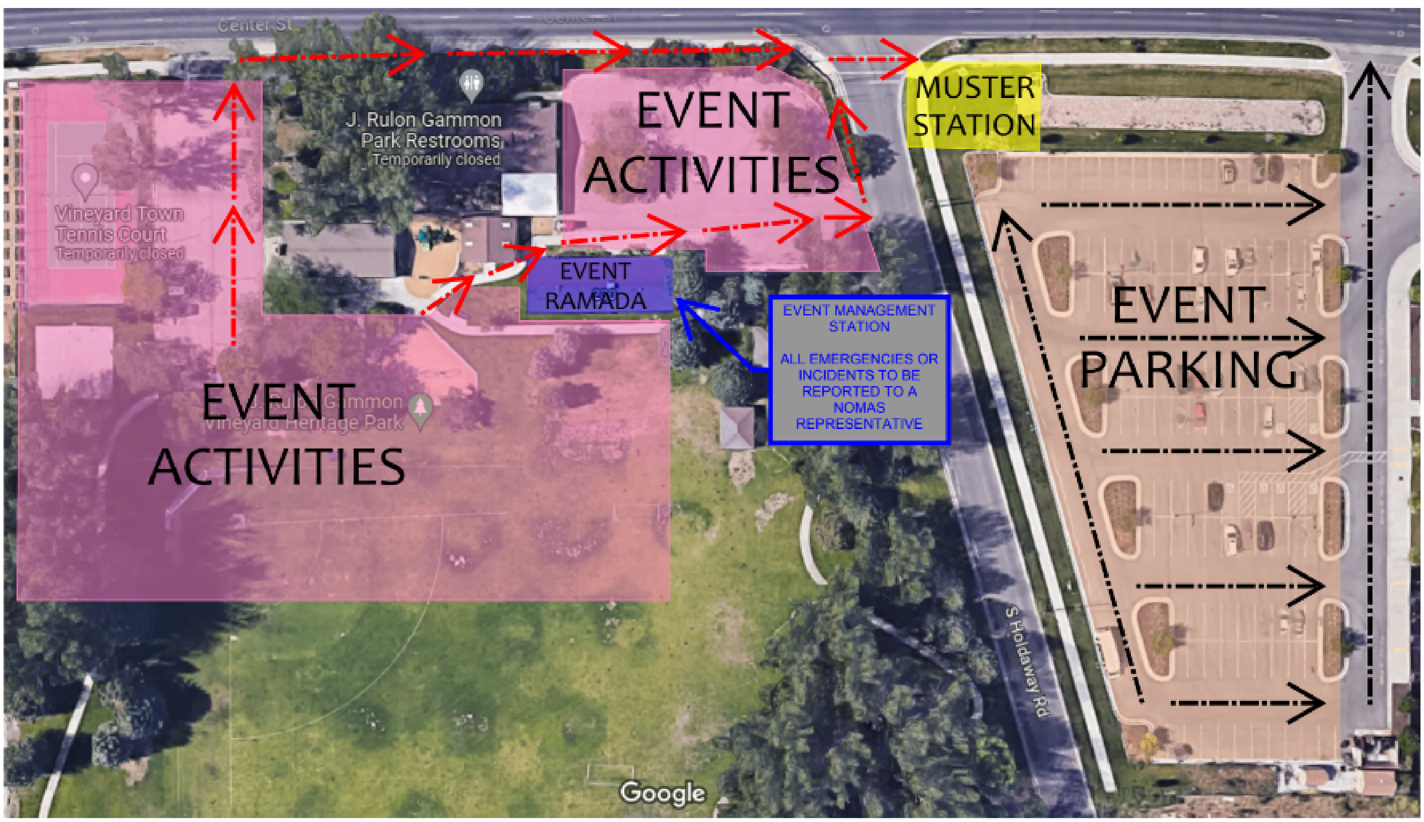
Crowd Control Plan

NOMAS will have a minimum of five staff members and twenty volunteers present at the event. NOMAS does not anticipate more than 250 individuals present at one time. NOMAS will track the number of tickets sold during the event. If the NOMAS Carnival Fundraiser has 200 individuals in attendance, NOMAS will start tracking the number of attendees who leave the event to ensure that there are no more than 250 individuals present at a time. This will ensure that NOMAS has at least one staff member or volunteer on site for every ten guests.

NOMAS will provide signs directing guests to parking and to other facilities including bathrooms, water stations, and activities.

<u>Emergency Exits & Evacuation Plan</u>

In the event of an emergency, NOMAS has developed a crowd control evacuation plan as outlined below:



Security / Safety Plan

Emergency Contacts

In the event of an incident or emergency during the fundraising event, NOMAS has compiled the following list of contacts:

CONTACT	PHONE	ADDRESS	SITUATION
Emergency *Police & Fire*	911	N/A	Crimes in progress, life-threatening situations, fires, hazardous chemical spills, or explosive devices
Local Police Department	(801) 794-3970	3075 N Main Spanish Fork, UT 84660	Non-emergency situation requiring police intervention
Local Fire Department	(801) 229-7327	90 N State St. Lindon, UT 84042	Non-emergency situation requiring the fire department
Local EMS	(801) 798-5075	370 N Main St. Spanish Fork, UT 84660	Instances requiring ambulance transport
Timpanogos Regional Hospital	(801) 714-6000	750 W 800 N Orem, UT 84057	
Orem Community Hospital	(801) 224-4080	331 N 400 W Orem, UT 84057	
Poison Control	1(800) 222-1222	30 S 2000 E Suite 4540 Salt Lake City, UT 84112	Instances of contact with poisonous materials - including animal and insect bites
Animal Poison Control	(888) 426-4435	N/A	Instances
Water Company	(801) 226-1929 opt. 7	N/A	Instances of water line or sewer malfunction
Vineyard Parks Manager - Preston Jensen	(385) 338-5454	N/A	Instances of lighting or other concerns with park facility
Vineyard Streets Manager - Chris Thomas	(385) 338-5384	N/A	Instances of concerns with Vineyard streets

Animal Control	(801) 852-6241	48 S 300 W Provo, UT 84601	Instances of injured or sick animals, animal cruelty, or aggressive animals
State Division of Wildlife	(801) 491-5678	1115 N. Main St. Springville, UT 84663	Instances of encounters with potentially dangerous wildlife

- Risk Assessment Plan:
  - *Event Overview:* The NOMAS Carnival Fundraising Event will provide a fun-filled family-friendly evening for attendees. It will include a program with three different dance group performances, a speech from the director, raffles, and experiences from NOMAS volunteers and clients. NOMAS will also provide a variety of carnival activities including, but not limited to, face painting, animal balloons, lollipop tree, soda ring toss, and balloon dart board. NOMAS will also have a food truck at the event.
  - *Risk Assessment:*

Hazard	Risks	Existing Controls	Likelihood Consequence Risk Rating	Additional Controls	Responsibility
Vehicles & pedestrians	Car or pedestrian accident	- Speed Limits	1. Possible 2. Severe 3. Serious	NOMAS will provide signs directing vehicles to parking	Katie Rane, Executive Director of NOMAS will put up the signs
Gammon Park	Damage to the asset	- Deposit fee in case of damage	1. Possible 2. Moderate 3. Marginal	NOMAS will pay installation fees for the dance floor to protect the grass NOMAS will also have volunteers help clean up the park post-event	Silvana Pardo, Immigrant Advocate & Lynae Bevan, Associate Director will coordinate volunteer clean up services post event
Food for Sale/ Consumption	Guests getting food poisoning	- Food handler permits required	1. Possible 2. Moderate 3. Marginal	NOMAS researched food truck that will be at the event	Silvana Pardo, Immigrant Advocate of NOMAS

Ticket Sales	Handling Cash	- Lock box to put the cash in	1. Possible 2. Moderate 3. Marginal	NOMAS will create a Venmo account to limit cash handling	Lynae Bevan, Associate Director of NOMAS

Communication Plan

Pre-Event Marketing

NOMAS will utilize the following resources to advertise the fundraising event:

- NOMAS Facebook Page: https://www.facebook.com/nomaslegal
- NOMAS Instagram Page: https://www.instagram.com/nomaslegal/
- NOMAS LinkedIn: https://www.linkedin.com/company/nomas-legal/

Registration

Attendees can purchase tickets for the event by visiting the NOMAS website (nomaslegal.org). Attendees can also purchase tickets at the gate.

On-Site Communication

Rose Park Neighborhood Center, NOMAS partners, will provide a sound system enabling NOMAS to maintain communication with all the staff, volunteers, and attendees throughout the duration of the event. This will primarily be used by Carla Swensen-Haslam as the MC. However, it can also be used by NOMAS staff on site to effectively carry out the evacuation plan in case of emergency or to provide updates in other events of incident or emergency.

Communication with Volunteers

The week prior to the event, NOMAS volunteers will receive a confirmation email to confirm attendance at the event. In this confirmation email, volunteers will be provided a copy of both the “Crowd Control Plan” and the “Security / Safety Plan” and directed to familiarize themselves with the information provided. They will be instructed that in the event of an incident or emergency, they should gather at the muster station as shown on the “Emergency Exits & Evacuation Plan” listed under the “Crowd Control Plan” for further instruction.

Communication with Staff

The week prior to the event, NOMAS Director, Katie Rane, will create a group message including all the staff members who will be in attendance at the event. This will allow NOMAS to easily maintain communication with each other throughout the duration of the event. Additionally, the week prior to the event, NOMAS staff will be provided a copy of both the “Crowd Control Plan” and the “Security / Safety Plan” and directed to familiarize themselves with the information provided. They will be instructed that in the event of an incident or emergency, they should gather at the muster station as shown on the “Emergency Exits & Evacuation Plan” listed under the “Crowd Control Plan” for further instruction.

Trash Collection Plan

NOMAS anticipates having less than 250 attendees at the event at a given time. The event will last three hours. There will be 1 food truck at the event. As such, NOMAS will ensure there are five trash stations and five recycling stations at the event. They will be located throughout Gammon Park.

Additionally, NOMAS will have staff members and volunteers remain after the event to collect trash.

Special Event Permit Checklist

Who needs to obtain a Special Event Permit?
If you are organizing an event for a group of **fifty or more people** within the boundaries of Vineyard (see the attached Boundary Map page), then you will need a Special Events Permit. If you are planning a block party, you will not need a Special Event Permit. If you are planning a Block Party that will require a road closure, please submit a Block Party Courtesy Notice.

Complete applications must be submitted to the city **no later than thirty (30) days** prior to the event.

Please submit the following with the application:

- ☐ Detailed Event Site Plan. Must include street names, route or boundaries marked on map, placement of any barricades, road/sidewalk closures, fencing, inflatables, tables, vendor booths or portable toilets, etc.
- ☐ Parking Plan
- ☐ Crowd Control Plan
- ☐ Security/Safety Plan
- ☐ Communication Plan
- ☐ Trash collection plan
- ☐ A certificate of insurance evidencing general liability or general liability and umbrella insurance coverage for the applicant in the minimum amount of $1,000,000 per occurrence, and naming Vineyard as additional insured, in effect on the date of the event. (Please see the attached example insurance certificate.)
- ☐ Written authorization from the property owner for Events held on private property
- ☐ If the event has vendors:
  - a list of the vendors (see the attached Vendor Information sheet)
  - Temporary Sales Tax Number for Event and vendors. Forms available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303.
  - Utah County Health Department Permit for vendors selling food
- ☐ If alcoholic beverages will be available at the event, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is PROHIBITED on City property. (Vineyard Municipal Code Chapter 8-300)
- ☐ Special Event Permit Fee: $50 for events with 50-250 people, $75 for events with vendors, $100 for events with 250+ people. Events with 500+ people gathered for two or more hours will also require a Utah County Health Department Temporary Mass Gathering Permit. Please contact the Utah County Health Department Division of Environmental Health for more details at 801-851-7525.
- ☐ $200 refundable deposit if the event includes the use of a bounce house or inflatable play equipment.
- ☐ Additional fees may apply, based on Vineyard or Sheriff personnel that may be required for your event.

Special Events Department
125 South Main St.
(801)226-1929
annan@vineyardutah.org

VINEYARD
STAY CONNECTED

FOR OFFICE USE ONLY
Application Received ____________
Fee Paid ____________________

Special Event Permit Application

The following application must be submitted **30 days prior to the scheduled event**, and the permit must be obtained a minimum of one week prior to the event. This application DOES NOT constitute a valid Special Event Permit until approved by the City.

APPLICANT INFORMATION

Name of Applicant: Lynae Bevan			Date of application: 06/13/2023
Applying in behalf of (if other than self): No More A Stranger Foundation (NOMAS)			
Email address: lbevan@nomaslegal.org			
Mailing Address: PO Box 971267			
City: Orem	State: UT	Zip Code: 84097	Phone: (480) 277-9439
Name of Event: NOMAS Carnival Fundraiser			
Date of Event: July 15, 2023			

EVENT INFORMATION

Name of Event: NOMAS Carnival Fundraiser		
Date of Event: July 15, 2023		Number of people anticipated at event: 250
Setup:	Start time: 4:00 PM	End time: 6:00 PM
Cleanup:	Start time: 9:00 PM	End time: 10:00 PM

Type of Event

☐ Athletic ☐ Entertainment ☒ Other: ____________________

Brief Description of Event: The NOMAS Carnival Fundraising Event will include a program with three different dance group performances, a speech from the director, raffles, and personal experiences from NOMAS volunteers and clients.

NOMAS will provide a variety of carnival activities to raiser funds and have a food truck at the event.

Will Vineyard streets be used? ☐ Yes ☒ No Will streets need to be closed/blocked to traffic? ☐ Yes ☒ No

If any portion of a street is closed, the event organizer will need to provide barricades. As a consideration for this permit, the applicant agrees to:

1. Rent or secure barricades from a licensed barricade company.
2. Assume all liability of erection and maintenance of barricades.
3. Clean up the area upon termination of the permitted use.
4. Assume all liability for the applicant's use of the street during the specified period.
5. Ensure that barricades will be conspicuously displayed and lighted if the event takes place prior to dawn or after dusk.

Will you be using portable toilets? ☐ Yes ☒ No Have you made arrangements for trash disposal? ☒ Yes ☐ No

Will your event include the use of a Vineyard pavilion? ☒ Yes ☐ No If yes, a pavilion reservation is also required.

Will your event include the use of a bounce house or inflatable play equipment? ☐ Yes ☒ No

If yes, a refundable $200 deposit is required. Additional fees may be assessed after the event for any damages on city property due to bounce houses/inflatables.

Vendors/Food/Alcohol

Will there be vendors selling products or services? ☒ Yes ☐ No

If yes, we require the Temporary Sales Tax Numbers from the State of Utah Special Events Tax Division for all vendors. Please complete the attached Vendor Information sheet.

If vendors are selling food, submit a copy of their Utah County Health Department Permit.

If vendors are selling alcohol, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is PROHIBITED on City property. (Vineyard Municipal Code Chapter 8-300)

Law Enforcement/Security Services

Each special event permit application will be reviewed, and based on event type and number of attendees, the Utah County Sheriff's Department will determine the number of law enforcement personnel required for the event, if any.

We contract with the Utah County Sheriff's Department. If you are in need of any law enforcement services for your event, please contact them at (801)794-3970. See the attached Agreement for Supplemental Law Enforcement Services.

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the permit. The applicant agrees to pay additional fees as required for the use of City services and facilities.

Applicant's Name (please print): Lynae Bevan

Applicant's Signature: Lynae Bevan Date: 06/13/2023

CITY APPROVAL

City Personnel for Event ______ Number of Hours ____ Fee Paid $ ______

Utah County Sheriff Personnel for Event ______ Number of Hours ____ Fee Paid $ ______

This application has been reviewed, including verification of required insurance and other information, and required fees have been paid.

______________________ ______________
Vineyard Public Works Department Date

______________________ ______________
Utah County Sheriff's Office Date

______________________ ______________
Vineyard Special Events Department Date

VINEYARD
STAY CONNECTED

Vendor Information

Please provide the following information for each vendor. Utah State Temporary Sales Tax Applications are available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303.   Those selling food will also need to provide a copy of their Utah County Health Department Permit. Any vendors based in Vineyard will also need to have a Vineyard Business License. Once required documents are received and verified, we will issue each vendor a badge for use during the event.

Vendor Name	Vendor Phone Number	Product or Service to be offered at Event	FOR OFFICE USE ONLY		
			Health Dept	State Temp Sales Tax #	Vineyard BL if applicable
Holy Cow Chilean Food	(385) 298-9591	Authentic Chilean Steak Sandwiches			

"The No More A Stranger Foundation (NOMAS) is a non-profit organization that provides legal representation to immigrant communities in Utah and Idaho. The mission of NOMAS is to advocate on behalf of and together with individuals from immigrant, migrant, and refugee backgrounds to strengthen our communities. NOMAS files legal applications for family-sponsored residency (green card) applications, citizenship applications, work permit applications, and applications for humanitarian protections including asylum (refugee), temporary protected status and visa applications for victims of crime and human trafficking. NOMAS utilizes a unique model that educates volunteers from the community to assist in legal services under the direction of an attorney. By inviting attorneys, law students, college interns and students, local community members, and recipients of NOMAS legal services to volunteer alongside each other, NOMAS provides community service opportunities while simultaneously strengthening communities.

Because NOMAS is a non-profit organization and because our legal services are completely free of charge, NOMAS relies on funding from its partners, grant applications, and generous donations from law firms, clients, and other supporters. NOMAS is excited to throw its first summer fundraising event in Vineyard, UT. However, with a limited budget to throw this event, NOMAS is requesting a fee waiver"

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: July 12, 2023

Agenda Item: 6.3 Playing Field Leasing Policy

Department: Parks and Recreation Department

Presenter: Brian Vawdrey

Background/Discussion: The City has received interest from multiple groups wanting to rent space at Vineyard Parks for reasons such as: soccer, ultimate frisbee, exercise classes, personal training, kids camps, etc. As a result, there is a need to approve a process for determining who gets priority for reservations and at what cost. Currently, we are getting a lot of soccer clubs, personal trainers, and kids camp groups using Park space without having made a reservation and it sometimes occurs when we have City Rec games, events, or when Vineyard Rec teams are wanting to hold practices. Therefore, it is recommended that action be taken to amend our current policy for field leasing.

Fiscal Impact: $10,000. By allowing for soccer clubs and other groups to reserve City Park Space, the City can show support to private groups, improve transparency of field usage, and receive added revenue to greater enhance our parks and recreation programs. If we charge $25 per hour for a regulation-size soccer field rental and get 400 hours worth of rentals each year, that could result in an added $10,000 of revenue to the City. It is possible that we could also get in-kind contributions, such as: a club providing a robot for Vineyard Rec to use for painting field lines, Free Coach Clinics, Free Kid Soccer Camps, etc).

Recommendation: Staff recommends that the City Council approves the new policy for Field Leasing.

Sample Motion:
I move to adopt resolution 2023-34 The Playing Field Leasing Policy.

Attachments:
Resolution 2023-34
Field Leasing Policy

Vineyard City Playing Field Leasing Policy

I. Policy Statement

Vineyard City recognizes the importance of providing recreational opportunities for city leagues, the public, and private clubs or teams. To support the diverse needs of our community, we offer the option to lease public playing fields to private clubs or teams on a game-by-game or season-by-season basis. This policy aims to establish guidelines and procedures for the leasing of public playing fields to ensure fair access, equitable use, and maintenance of our valuable recreational resources.

II. Eligibility

a. Private clubs or teams must be duly registered and licensed legal entities, such as nonprofit organizations, community-based clubs, or established sports teams.

b. Eligible clubs or teams must demonstrate a clear purpose and commitment to promoting organized sports and providing recreational opportunities to Vineyard City residents.

III. Application Process

a. Private clubs or teams interested in leasing public playing fields must apply to the Vineyard City Parks and Recreation Department.

b. The application should include the following information:

i. Club or team name, contact person, and contact details.

ii. Proof of legal entity registration and documentation supporting their purpose and commitment to organized sports.

iii. Preferred playing field(s), requested dates and times, and duration of the lease (game-by-game or season-by-season).

iv. Any additional requirements, such as equipment, facilities, or services.

IV. Allocation of Playing Fields

a. The allocation of playing fields will be based on availability, the needs of the general public, and the suitability of the playing field for the requested sport.

b. Priority will be given to accommodating a variety of sports and ensuring equitable access for different clubs or teams.

V. Rental Fees

a. The rental fees for public playing fields will be determined according to the City's Fee Schedule based on the duration, frequency, and demand for the requested lease. Rental fees may be reduced in exchange for in-kind services like field maintenance and preparation or clinics for coaches, players, or referees.

b. Season-by-season leases may be subject to a discounted rate compared to game-by-game rentals to incentivize longer-term commitments.

VI. Terms and Conditions

a. Private clubs or teams granted a lease must adhere to the terms and conditions outlined in the lease agreement provided by the Vineyard City Parks and Recreation Department.

b. The terms and conditions may include guidelines for field usage, responsible behavior, equipment storage, waste management, and any additional rules deemed necessary for the well-being of the playing fields and surrounding areas.

c. Violation of the terms and conditions may result in penalties, revocation of leasing privileges, or future leasing restrictions.

VII. Maintenance and Repair

a. Private clubs or teams leasing public playing fields are responsible for ensuring that the fields are left in the same or better condition as they were received.

b. Any damages caused by the private clubs or teams must be reported to the Vineyard City Parks and Recreation Department immediately.

c. The department may inspect the fields periodically to assess their condition and address any maintenance or repair needs.

VIII. Insurance

a. Private clubs or teams leasing public playing fields must provide proof of adequate insurance coverage before the lease is granted.

b. The following minimum insurance coverage is required:

   i. General Liability Insurance: Private clubs or teams must carry commercial general liability insurance with a minimum coverage limit of $1,000,000 per occurrence and $2,000,000 aggregate. This insurance should cover any bodily injury, property damage, or personal injury claims arising from the club or team's activities on the leased playing fields.

c. Participant Accident Insurance: Private clubs or teams should consider obtaining participant accident insurance to cover accidental injuries sustained by their players during games or practices. This insurance should have a minimum coverage limit of $100,000 per occurrence.

d. Property Insurance: Private clubs or teams should consider obtaining property insurance to cover their equipment, gear, and other personal property used on the leased playing fields. This insurance should have adequate coverage limits based on the value of the insured property. The City bears no responsibility for damage to equipment, gear, or personal property used on public playing fields.

e. Excess/Umbrella Liability Insurance: Private clubs or teams may consider obtaining excess or umbrella liability insurance to provide additional coverage above the primary liability limits. The coverage limit for this insurance should be determined based on the specific needs and risk profile of the club or team.

f. Private clubs or teams must provide a certificate of insurance naming Vineyard City as an additional insured and providing evidence of the required insurance coverage. The certificate should be submitted to the Vineyard City Parks and Recreation Department at least 30 days before the lease start date.

g. Private clubs or teams must maintain continuous insurance coverage throughout the duration of the lease and provide updated certificates of insurance upon renewal or expiration of their policies.

h. Failure to maintain the required insurance coverage or provide updated certificates of insurance may result in the revocation of leasing privileges or future leasing restrictions.

IX. Special Event Permit

a. Games, tournaments, or clinics with more than 100 attendees will require a Special Event Permit in addition to a Lease Agreement.

X. Public Access

a. Public access to the playing fields must be maintained during non-leased hours.

b. Private clubs or teams must allow public use of the fields when not in use by the lessee, ensuring fair access for unorganized play or other community events.

c. The City may prohibit an organized club or team, or a for-profit trainer or coach, from using the playing fields if they use the field during non-leased hours in a manner that interferes with public use.

XI. Review and Evaluation

a. The Vineyard City Parks and Recreation Department will regularly review and evaluate the leasing policy to ensure its effectiveness and make any necessary adjustments.

XI. Review and Evaluation

a. The Vineyard City Parks and Recreation Department will regularly review and evaluate the leasing policy to ensure its effectiveness and make any necessary adjustments.

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: July 12, 2023

Agenda Item: 6.4 Ratify City Property Lease for Farming (Formerly Robbins Farm)

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:
Historically, after the purchase of the Robbins Property located adjacent to Gammon Park, the city allowed for the land to be farmed to keep the soil healthy and mitigated of weeds and debris. Given the budget approval to begin the field design next year rather than any improvements, the city has opted to allow Rojas farms to continue farming operations this year. To provide them the most time, given how late it is in the season, it was recommended that the city manager enter into the agreement and allow for its ratification at this meeting.

Fiscal Impact:
Negligible

Recommendation & Additional Options:
Recommendation:
Staff recommends the City Council approve the agreement as presented.

Sample Motion:
I move to ratify the approval and authorization of the City Manager to enter into the lease agreement between Vineyard City and Michelle Rojas as presented.

LEASE AGREEMENT
BETWEEN VINEYARD CITY AND MICHELLE ROJAS

THIS LEASE AGREEMENT is made and entered into as of the 30th day of June, 2023, by and between the Vineyard City, a Utah municipal corporation, hereinafter referred to as "Lessor", and Michelle Rojas, an individual, herein after referred to as "Lessee."

WHEREAS, Lessor is the owner of certain real property located in Vineyard City, Utah County, State of Utah, which property is 10.78 acres located at approximately 150 East Center Street an identified as Utah County Parcel No. 18:015:0109, and is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof; and

WHEREAS, Lessee is willing and desires to lease said property from Lessor, and Lessor is willing to lease to Lessee strictly upon the terms and conditions set forth herein below; and

WHEREAS, the parties' desire to memorialize their agreement in writing.

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 as follows:

1. **Lease and Term.** Lessor hereby leases the subject property described above and depicted in **Exhibit "A"** attached hereto (hereinafter referred to as the "Premises") to Lessee, and Lessee leases the Premises from Lessor for a term of eleven (11) months, commencing on the date hereof and ending May 31, 2024, unless sooner terminated pursuant to this Agreement or by law. Upon termination of this Lease, Lessee shall immediately and peaceably surrender the Premises to Lessor and shall remove all of Lessee's personal property therefrom, and repair any damage to the Premises. Should Lessee fail to remove Lessee's personal property within fifteen (15) days after surrender, the same shall be deemed abandoned and shall become the property of Lessor.

The parties on mutual approval may extend the lease annually for additional one-year terms. The Lessee shall provide written notice of its desire to extend at least thirty (30) days prior to the expiration of the current period, and upon receipt the Lessor shall provide its written approval or disapproval. No response from the Lessor shall constitute assent. Unless otherwise specified, renewal shall be on the same terms and conditions as are set forth herein.

2. **Rent.** Lessee shall pay Lessor, as rental for the entire term for the above-described Premises, the sum of one dollar ($1.00). Rent shall be paid upon execution of this Agreement.

3. **Utilities.** Lessee shall pay for all utilities (e.g., water, gas, electricity) provided to the Premises during the throughout the term of this Agreement, regardless of whether the Lessee is billed directly or indirectly.

4. **Maintenance and Use of Premises.** Lessee accepts the Premises in their present condition "as is," and agrees to clear weeds currently existing on the Premises. Lessee agrees, upon vacating the Premises, to leave the Premises and any improvements thereon in as good a

condition as when received (after removal of the initial weeds), reasonable wear and tear excepted. The parties acknowledge that Lessee intends to grow agricultural grain or produce on the Premises. Lessee shall be obligated to maintain the Premises for the intended purpose. Following harvest of any grain or produce grown on the Premises, Lessee shall permit Lessor and any party invited or assigned by Lessor to glean any grain or produce remaining on the Premises. Lessee shall not suffer, permit, or commit any waste or nuisance and shall not make any alterations to the Premises without the prior written consent of Lessor. Lessee shall maintain the entire Premises free of weeds, trash, and debris. All alterations permitted to be made shall be made at Lessee's sole expense. Lessee agrees to use the Premises solely for the intended purpose and for Lessee's related, personal activities. Any utilities required for Lessee's use of the Premises shall be the responsibility of Lessee.

5. **Taxes and Fees.** During the term of this Lease, Lessee shall pay any taxes or fees imposed on the Property.

6. **Termination.** In the event that the Premises, or any portion thereof, shall be damaged or destroyed by fire, earthquake, explosion, action of the elements or other natural causes, or in the event Lessor shall determine that Lessor needs the Premises in connection with Lessor's facilities or activities, Lessor shall have the right to terminate this Lease at any time by serving written notice of termination upon the Lessee, no sooner than 120 days after initiation of this Lease or the renewal of a new term, specifying the termination date. The notice may be served personally or by certified mail, return receipt requested, addressed to Lessee's last known address. Lessee may, at Lessee's option, terminate this Lease by giving written notice of termination, no less than thirty (30) days in advance of the termination date, specifying the termination date, to Lessor, and this Lease shall terminate on the date indicated in such notice, in the event of termination by Lessee, no pre-paid rent shall be returned or refunded. Notice of termination by Lessee shall be delivered to the Vineyard City Manager at Vineyard City Hall. This Lease shall also be deemed to have terminated in the event Lessee shall be adjudicated bankrupt or in the event Lessee shall be involuntarily liquidated or have a receiver appointed to handle Lessee's properties. This Lease may be terminated at any time by mutual agreement of the parties hereto.

7. **Default.** If either party defaults in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this Agreement, whether incurred through legal action or otherwise.

8. **Inspection or Testing.** Lessor may inspect and/or perform tests on the subject Premises at any time during the term or this Lease, provided such testing does not materially harm Lessee's use of the Premises.

9. **Assignment and Subletting Prohibited.** Lessee shall not transfer, assign, mortgage, or hypothecate this Lease or convey the same in whole, or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises or any part thereof. Such prohibition on subletting shall include any assignment or subletting by operation of law.

10. **Indemnification and Insurance.** Lessee hereby agrees to indemnify and hold Lessor harmless from all liability, damage, claims, and costs, including attorney fees, arising out of the use or occupancy of the Premises by Lessee.

11. **Notices**. Any notice to be given by any party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier, or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address. Notices are effective on the date of delivery (or refusal to accept delivery), if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the earlier of the date of actual delivery as shown by the addressee's receipt or the expiration of three (3) days following the date of mailing.

If to Lesee:
Michelle Rojas
3519 W 8280 S
West Jordan, Utah 84058

If to Lessor:
Vineyard City
Attn: City Manager Ezra Nair
125 S Main Street
Vineyard, Utah 84059

12. **Calendars & Reports.** The parties agree that coordination between Lessee and Lessor are essential to the success of this Agreement. At the beginning of each growing season but no later than May 1 of each calendar year, Lessee agrees to provide Lessor with a calendar listing estimated dates for planting, fertilizing, pest mitigation, harvesting, and gleaning. Lessee will coordinate with Lessor as necessary to allow for gleaning during the designated dates. At the end of each growing season, Lessee shall make a report of its activities to the Vineyard City Council. The report may be presented in person or in writing as indicated by the City Manager.

13. **Miscellaneous Terms.** Any departure from the strict terms of this Lease permitted by Lessor shall in no way effect the right of Lessor thereafter to demand strict compliance with all of the terms and conditions herein. Time is of the essence in this Lease. The provisions contained in this Lease shall be binding upon the parties hereto and their respective heirs and personal representatives. This Lease may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first hereinabove written.

"LESSOR"

VINEYARD CITY

ATTEST:

Pam Spencer, City Recorder

By:

Ezra Nair, City Manager

"LESSEE"

MICHELLE ROJAS

Signature: Michelle Rojas (Jul 1, 2023 09:29 MDT)
Title: Owner of Rojas Farms

2023 Lease Agreement -- Vineyard -- Robbins Farm

Final Audit Report 2023-07-01

Created:	2023-06-30
By:	Ezra Nair (ezran@vineyardutah.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmDiMVO9Nz2oEaniAZcF4v85HE7IYvUOA

"2023 Lease Agreement -- Vineyard -- Robbins Farm" History

Document created by Ezra Nair (ezran@vineyardutah.org)
2023-06-30 - 11:30:08 PM GMT

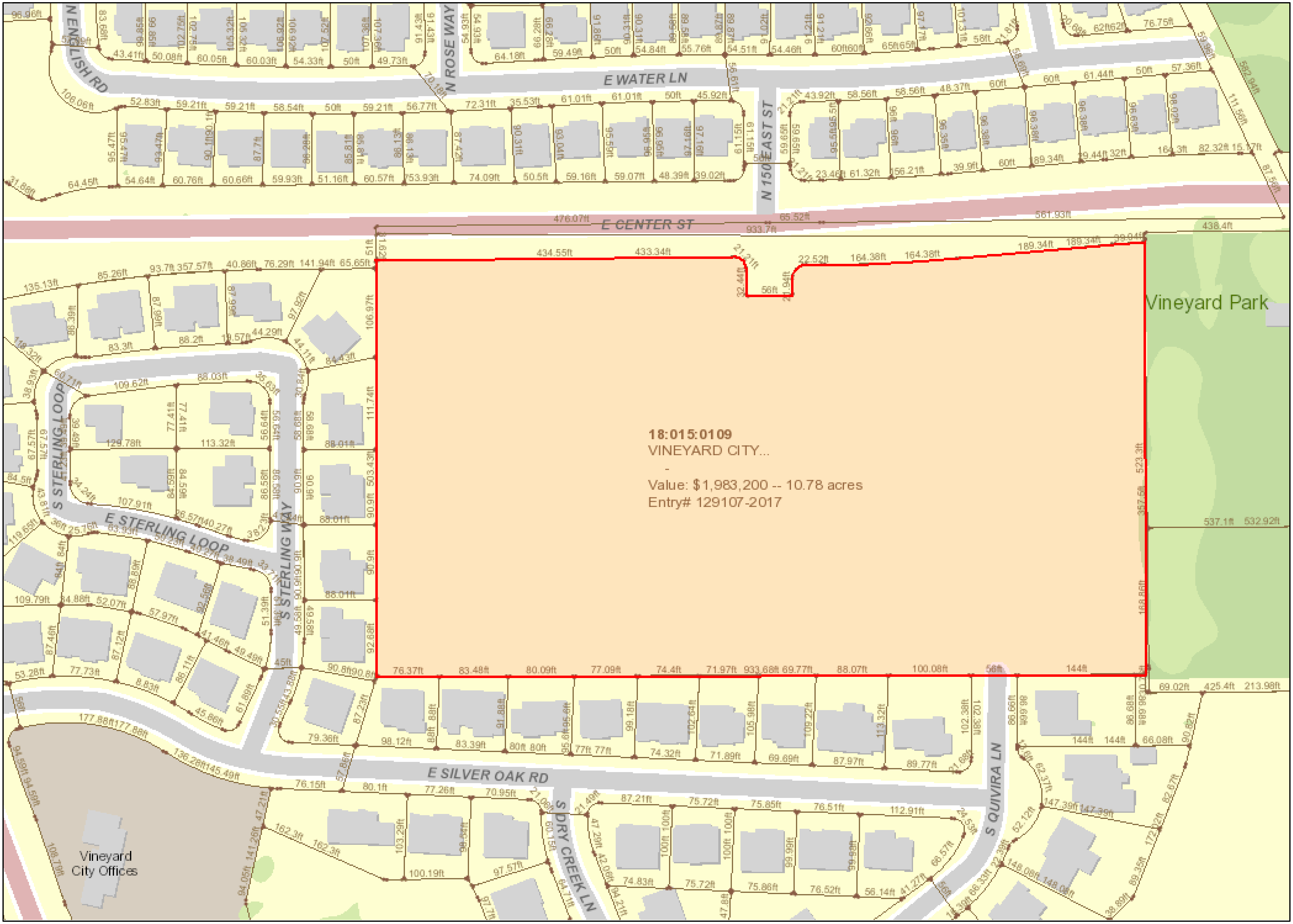
Document emailed to rojasfarmsllcteam@yahoo.com for signature
2023-06-30 - 11:30:50 PM GMT

Email viewed by rojasfarmsllcteam@yahoo.com
2023-07-01 - 3:19:11 PM GMT

Signer rojasfarmsllcteam@yahoo.com entered name at signing as Michelle Rojas
2023-07-01 - 3:29:21 PM GMT

Document e-signed by Michelle Rojas (rojasfarmsllcteam@yahoo.com)
Signature Date: 2023-07-01 - 3:29:23 PM GMT - Time Source: server

Agreement completed.
2023-07-01 - 3:29:23 PM GMT



Utah County Parcel Map

180150109

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey

Date: 5/5/2022

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VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: July 12, 2023

Agenda Item: 6.5 Tax Disclosure Compliance Policy

Department: Finance

Presenter: Ezra Nair

Background/Discussion:
With the imminent issuance of the Water & Sewer Bonds, it's recommended that the city adopts a policy that outlines that the city is obligating itself to process all reports related to the bonds. Even though we will need to report this anyway, it is helpful for potential bond buyers to know that we have a policy and procedures in place for completing all necessary annual reports for our issued bonds. The finance director will be responsible for completing all necessary annual reports for these bonds.

Fiscal Impact:
Negligible

Recommendation & Additional Options:
Recommendation:
Staff recommends the City Council approve the tax disclosure compliance procedures as presented.

Sample Motion:
I move to adopt resolution 2023-35 to approve and authorize the tax disclosure compliance procedures as presented.

Attachments:
Resolution 2023-35
Tax Disclosure Compliance Procedures

RESOLUTION NO. 2023-35

A RESOLUTION ADOPTING TAX AND DISCLOSURE COMPLIANCE PROCEDURE FOR VINEYARD, UTAH

WHEREAS, the Vineyard City Council recognizes the value of adopting procedures for the city and its staff.

WHEREAS, the Vineyard City Council desires to adopt tax and disclosure compliance procedures.

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

1. The Vineyard Tax and Disclosure Compliance Procedures will be adopted as shown in Exhibit A.

2. This Resolution shall take effect upon passing.

Passed and dated this 12th day of July 20232.

____
Julie Fullmer, Mayor

Attest:

____
Pamela Spencer, City Recorder

VINEYARD CITY, UTAH

TAX AND DISCLOSURE COMPLIANCE PROCEDURES

Dated as of [__________], 2023

TAX AND DISCLOSURE COMPLIANCE PROCEDURE

TABLE OF CONTENTS

TAX AND DISCLOSURE COMPLIANCE PROCEDURE

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

"**Annual Compliance Checklist**" means a questionnaire and/or checklist described in **Section 6.1** hereof that is completed each year for the Tax-Exempt Bonds.

"**Annual Continuing Disclosure Compliance Checklist**" means the checklist attached as **Exhibit B**.

"Annual Report" means the information, consisting of annual financial information and operating data, required by the Continuing Disclosure Undertaking to be filed annually on EMMA.

"**Bond Compliance Officer**" means the Issuer's [*Finance Director*]or, if the position of Finance Director is vacant, the person filling the responsibilities of the Finance Director for the Issuer.

"Bonds" means Disclosure Bonds and Tax-Exempt Bonds.

"**Bond Counsel**" means a law firm selected by the Issuer to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Issuer on matters referenced in this Compliance Procedure.

"**Bond Restricted Funds**" means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

"**Bond Transcript**" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"**Compliance Procedure**" means this Tax and Disclosure Compliance Procedure.

"**Continuing Disclosure Compliance File**" means documents and records which may consist of paper and electronic medium, maintained for the Disclosure Bonds, consisting of the following:

(a) List of Disclosure Bonds;

(b) Description of the deadline applicable to each Annual Report;

(c) Description of the financial information and operating data required to be included in each Annual Report;

(d) List of events requiring an Event Notice under the Continuing Disclosure Undertaking for each series of Disclosure Bonds; and

(e) Information about the Issuer's compliance during the prior five years with the Continuing Disclosure Undertaking then in effect.

"Continuing Disclosure Undertaking" means the Continuing Disclosure Agreement(s), Continuing Disclosure Undertaking(s), Continuing Disclosure Instructions or other written certification(s) or agreement(s) entered into by the Issuer in connection with the issuance of the Disclosure Bonds for the purpose of assisting the underwriters of such Disclosure Bonds in complying with the Rule.

"**Cost"** or **"Costs**" means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Exempt Bonds for a Project Facility.

"**Disclosure Bonds**" means any outstanding bond, note, installment sale agreement, lease or certificate in connection with the issuance of which the Issuer entered into or enters into a Continuing Disclosure Undertaking. A list of all Disclosure Bonds outstanding and subject to this Compliance Procedure as of November 14, 2022, is included on **Exhibit A.**

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org, or any successor system designated as the means through which municipal securities disclosures are submitted to the MSRB.

"**Event Notice"** means notice of the occurrence of an event for which notice is required by the Continuing Disclosure Undertaking to be filed on EMMA.

"**Final Written Allocation"** means the Final Written Allocation of Tax-Exempt Bond proceeds prepared pursuant to **Section 5.4** of this Compliance Procedure.

"**Financed Assets**" means that part of a Project Facility treated as financed with Tax-Exempt Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Issuer and the Tax Compliance Agreement for the Tax-Exempt Bonds.

"Governing Body" means the *City Council* of the Issuer.

"**Intent Resolution"** means a resolution of the Issuer stating (1) the intent of the Issuer to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing and (3) the intent of the Issuer to reimburse Costs of the Project Facility paid by the Issuer from proceeds of the Tax-Exempt Bonds.

"IRS" means the Internal Revenue Service.

"**Issuer**" means *Vineyard City, Utah*.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"**Placed In Service**" means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

"Primary Disclosure Document" means any official statement or offering document relating to an offering or remarketing of Disclosure Bonds by or on behalf of the Issuer after the date of this Procedure.

"**Project Facility**" means one or more facilities or capital projects, including land, building, equipment, or other property, financed in whole or in part with proceeds of an issue of Tax-Exempt Bonds and other sources of funds, if any, pursuant to the same plan of finance.

“**Rebate Analyst**” means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

“Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

“Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

“**Tax Compliance Agreement**” means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

“**Tax-Exempt Bonds**” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer or another political subdivision or government instrumentality, the proceeds of which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of November 14, 2022, is included on **Exhibit A.**

“**Tax-Exempt Bond File**” means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

(a) Intent Resolution.

(b) Bond Transcript.

(c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of the Tax-Exempt Bonds and expenditures (if any) allocated to other sources of funds.

(d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.

(e) Forms 8038-T together with proof of filing and payment of rebate.

(f) Investment agreement bid documents (unless included in the Bond Transcript) including:

(1) bid solicitation, bid responses, certificate of broker;

(2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and

(3) copies of the investment agreement and any amendments.

(g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.

(h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript.

(i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.

(j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP).

(k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Tax-Exempt Bonds.

(l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

ARTICLE II
PURPOSE AND SCOPE

Section 2.1 Purpose of Compliance Procedure .

(a) Issuer's Use of Tax-Exempt Bonds. The Issuer uses Tax-Exempt Bonds to fund Costs of a Project Facility. The Issuer understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Project Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Issuer recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Disclosure Responsibilities. The Issuer recognizes the issuance of Disclosure Bonds involves accessing the public capital markets and involves certain obligations arising out of the federal securities laws, including entering into the Continuing Disclosure Undertaking and properly communicating with investors.

(d) Issuer Commitment. The Issuer is committed to full compliance with the federal tax and securities law requirements applicable to its outstanding and future financings. This Compliance Procedure is adopted by the Governing Body to improve and promote tax and securities law compliance and documentation.

Section 2.2 Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Bonds currently outstanding and all Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement, Continuing Disclosure Undertaking or any other specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement, Continuing Disclosure Undertaking or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Issuer in the Tax Compliance Agreement, will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist.

Section 2.3 Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Governing Body. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Issuer.

ARTICLE III
BOND COMPLIANCE OFFICER; TRAINING

Section 3.1 Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside consultants to the extent necessary to carry out the purposes of this Compliance Procedure.

Section 3.2 Training.

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Issuer. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the SEC, the MSRB, Bond Counsel, or other industry professionals regarding securities law and disclosure requirements applicable to the Issuer.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Issuer will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure to ensure the Issuer's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV
TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 4.1 Tax-Exempt Bonds Covered by Article IV Procedures . This Article IV applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on **Exhibit A**.

Section 4.2 Tax-Exempt Bond File . As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on **Exhibit A**.

Section 4.3 Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Issuer and cause Annual Compliance Checklists to be completed for all outstanding Tax-Exempt Bonds and will follow the procedures specified in Article VI to complete the Annual Compliance

Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Exempt Bond File.

Section 4.4 Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on **Exhibit A,** the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE V
COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

Section 5.1 Application. This Article V applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 5.2 Prior to Issuance of Tax-Exempt Bonds.

(a) Intent Resolution. The Governing Body will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution or ordinance, the Governing Body may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement this Compliance Procedure.

(c) Tax Compliance Agreement. For each issuance of Tax-Exempt Bonds, a Tax Compliance Agreement will be signed by the Bond Compliance Officer. The Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, require a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Exempt Bonds. The Bond Compliance Officer will confer with Bond Counsel and the Issuer's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Tax-Exempt Bonds (the "Financed Assets") and the portions, if any, expected to be financed from other sources.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If

Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 5.3 Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds.

(c) Tax-Exempt Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

Section 5.4 Final Allocation of Tax-Exempt Bond Proceeds.

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds of Tax-Exempt Bonds to expenditures and identifying the Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Exempt Bond proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one/half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Bond Compliance Officer will work with Bond Counsel to prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money of the Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Exempt Bonds in accordance with the Issuer's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Exempt Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed in Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Tax-Exempt Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Issuer or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VI
ONGOING MONITORING PROCEDURES

Section 6.1 Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Issuer or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.4** hereof to remediate the non-compliance.

Section 6.2 Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ARTICLE VII
DISCLOSURE

Section 7.1 Continuing Disclosure Compliance File.

(a) Compilation and Maintenance of Continuing Disclosure Compliance File. The Bond Compliance Officer shall compile and maintain the Continuing Disclosure Compliance File.

(b) Annual Review of Continuing Disclosure Compliance File. **Within 120 days after the end of each fiscal year of the Issuer**, the Bond Compliance Officer will complete the Annual Continuing Disclosure Compliance Checklist and update the Continuing Disclosure Compliance File as indicated by the Annual Continuing Disclosure Compliance Checklist.

(c) Remedying Noncompliance. If the Bond Compliance Officer identifies any non-compliance with the Continuing Disclosure Undertaking as a result of the annual review or otherwise, the Bond Compliance Officer shall promptly take steps to remedy the noncompliance, including by making any necessary remedial filings. In the event the Bond Compliance Officer identifies any such noncompliance, the Bond Compliance Officer shall update the Continuing Disclosure Compliance File to reflect the noncompliance in the Issuer's five-year history of compliance.

Section 7.2 Issuance of New Disclosure Bonds.

(a) Review Primary Offering Documents.

(1) The Bond Compliance Officer will review a draft of the Primary Offering Document for each new issue of Bonds. The Issuer is primarily responsible for the accuracy and completeness of the information in the Primary Offering Document relating to the Issuer. The Bond Compliance Officer will coordinate the Issuer's efforts to ensure that the information in each Primary Disclosure Document relating to the Issuer does not contain any untrue statements of a material fact or omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. In the review and preparation of Primary Offering Documents, the Bond Compliance Officer shall consult with internal or external counsel and other appropriate officials, employees and agents of the Issuer. The Bond Compliance Officer may designate internal or external counsel or other officials, employees or agents of the Issuer, as appropriate, to assist in the preparation of each Primary Disclosure Document or portions thereof and should discuss with internal or external counsel questions relating to the material accuracy and completeness of any information included in any Primary Disclosure Document.

(2) The Bond Compliance Officer will review any statement in a Primary Offering Document related to the Issuer's past compliance with the Continuing Disclosure Undertaking to determine whether such Primary Offering Document accurately describes such past compliance.

(b) Review Continuing Disclosure Undertakings. The Bond Compliance Officer will review each Continuing Disclosure Undertaking related to a new issuance of Disclosure Bonds. If necessary, the Bond Compliance Officer will confer with Bond Counsel or other counsel regarding the meaning and scope of each obligation contained in the Continuing Disclosure Undertaking.

(c) Update Continuing Disclosure Compliance File. As soon as practicable after the issuance of any new Disclosure Bonds, the Bond Compliance Officer will be responsible for updating the Continuing Disclosure Compliance File to reflect the issuance of such new Disclosure Bonds.

Section 7.3 Annual Report and Event Notice Filing Procedures.

(a) Annual Report Preparation and Submission. The Bond Compliance Officer will prepare or cause the preparation of the Annual Report and cause the Annual Report to be filed with the MSRB on EMMA each year before the deadline required by the Continuing Disclosure Undertaking. If the Issuer has engaged a third party to submit the Annual Report on the Issuer's behalf, the Bond Compliance Officer will request and review confirmation that such filing has been timely made as required.

(b) Event Notice Submissions. As necessary, the Bond Compliance Officer shall coordinate with those other employees and agents of the Issuer most likely to become aware of the occurrence of a Material Event to ensure such employee or agent promptly notifies the Bond Compliance Officer upon the occurrence of a Material Event. After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring an Event Notice, the Bond Compliance Officer will consult with counsel to assist with the determination of whether to determine if an Event Notice is required under the Continuing Disclosure Undertaking. If it is determined that an Event Notice is required, the Bond Compliance Officer will cause an Event Notice to be filed on EMMA.

ADOPTED BY **[**THE **CITY COUNCIL OF] VINEYARD CITY, UTAH**

EXHIBIT A

LIST OF TAX-EXEMPT BONDS AND DISCLOSURE BONDS COVERED BY THIS COMPLIANCE PROCEDURE

Tax-Exempt Bonds:

Issue Name	*Purpose*	*Final Maturity*	
Water and Sewer Revenue Bonds, Series 2023			

Disclosure Bonds:

Issue Name	*Purpose*	*Final Maturity*	
Water and Sewer Revenue Bonds, Series 2023			

EXHIBIT B

ANNUAL DISCLOSURE COMPLIANCE CHECKLIST

Name of Disclosure Compliance Officer:	______________________
Period covered by checklist ("Annual Period"):	______________________
Date:	______________________

Item	Question	Response
1 **New/Defeased Bonds**	Were any Disclosure Bonds issued, refunded or defeased during the Annual Period?	☐ Yes ☐ No
	If answer above was "Yes," update the Continuing Disclosure Compliance File to reflect the Disclosure Bonds currently outstanding and changes, if any, to the deadline for filing or the content of information required under the Continuing Disclosure Undertaking.	
2 **Annual Report Filings**	During the Annual Period, was the required Annual Report filed on EMMA by the due date?	☐ Yes ☐ No
	If answer above was "No," file the required Annual Report on EMMA, if not yet filed, and any required Notice of Failure to File. In either case, update the Disclosure Compliance File to reflect the date the Annual Report was filed.	
3 **Material Event Filings**	During the Annual Period, did any of the following Material Events occur? • principal and interest payment delinquencies; • non-payment related defaults, if material; • unscheduled draws on debt service reserves reflecting financial difficulties; • unscheduled draws on credit enhancements reflecting financial difficulties; • substitution of credit or liquidity providers, or their failure to perform; • adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; • modifications to rights of bondholders, if material; • bond calls, if material, and tender offers; • defeasances; • release, substitution or sale of property securing repayment of the Bonds, if material; • rating changes; • bankruptcy, insolvency, receivership or similar event of the obligated person; • the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; *[Continued on next page]*	☐ Yes ☐ No

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	• appointment of a successor or additional trustee or the change of name of the trustee, if material; • incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and • default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.	
	If answer above was "Yes," was an Event Notice filed on EMMA within 10 business days? If No, file an Event Notice on EMMA. If a Material Event occurred, update the Continuing Disclosure Compliance File to reflect the occurrence of the Material Event and the date the required notice was filed.	☐ Yes ☐ No
4 Upcoming Annual Report	Has the Annual Report for the most recent fiscal year been prepared?	☐ Yes ☐ No
	If answer above was "No," prepare and file or cause the preparation and filing of the Annual Report for the most recent fiscal year as soon as practicable prior to the deadline.	

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: July 12, 2023

Agenda Item: 6.6 Interlocal Cooperative Agreement with FFSL

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:
The Utah Division of Forestry, Fire, and State Lands (FFSL) allows for resources to support wildfire activities if entities have a Community Wildfire Preparedness Plan and participate in fire mitigation activities throughout the year. This agreement says that we'll do that through Orem Fire, who will track and respond each year to ensure our compliance. For example, the efforts that we arranged for the county to come help at the Grove Park wetlands will count towards in-kind work for wildfire preparedness.

Fiscal Impact:
Potentially hundreds of thousands of dollars of State labor efforts in the event of a wildfire in our city.

Recommendation & Additional Options:
Recommendation:
Staff recommends the City Council approve the agreement as presented.

Sample Motion:
I move to adopt resolution 2023-36 approving and authorizing an interlocal cooperative agreement between Vineyard and the Utah Division of Forestry, Fire and State Lands.

Attachments:
Resolution 2023-36
ILA with the Utah Division of Forestry, Fire, and State Lands

RESOLUTION 2023-36

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UTAH DIVISION OF FORESTRY, FIRES & STATE LANDS AND VINEYARD CITY ALLOWING THE CITY TO PARTICIPATE IN FIRE MITIGATION ACTIVITIES

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-101, et seq., 1953 as amended, public agencies, including political subdivisions of the State of Utah as defined therein, may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Vineyard City Council has determined that it is in the public interest and welfare of its residents to engage in an interlocal cooperation agreement between The Utah Division of Forestry, Fire, and State Lands (FFSL) which would allow for resources to support wildfire activities if entities have a Community Wildfire Preparedness Plan and participate in fire mitigation activities throughout the year; and

WHEREAS, the Interlocal Cooperation Agreement has been prepared for approval and execution by and between all parties;

NOW, THEREFORE, be it resolved by the Vineyard City Council as follows:

Section 1. Approval. The Interlocal Cooperation Agreement attached hereto as Exhibit "A" is hereby approved and the mayor is authorized to execute the agreement and take all other such action as is necessary to make it effective.

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

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

Passed and dated this 12th day of July 2023.

____

Mayor Julie Fullmer

Attest:

____

City Recorder Pamela Spencer

COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND

VINEYARD

This agreement shall become effective on the date of the last authorized signature and will remain in effect until December 31, 2024. This agreement may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

SECTION I: RECITALS AND GLOSSARY OF TERMS

A. Pursuant to Utah Code § 65A-8-203 (2021), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity ("Participating Entity") and the State of Utah, Division of Forestry, Fire and State Lands ("FFSL")(collectively "parties") to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.

B. Glossary of Terms
   a. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
   b. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire in the entity's jurisdiction, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
   c. Eligible Entity – as defined in Utah Code § 65A-8-203 (2021) means:
      i. a county, a municipality, or a special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1(2017); and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or
      ii. upon approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services; and paying for the cost of wildland fire suppression services
   d. Extended Attack – actions taken in response to wildland fire after Initial Attack.
   e. Initial Attack – actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources

responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

f. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65A-8-202 (2017) and Utah Code § 65A-8-202.5(2017).
g. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
h. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.
i. Fiscal Year - a consecutive 12-month period for financial reporting, as determined by the Participating Entity's budget cycle.

SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

A. The Participating Entity is a qualifying eligible entity.

B. The Participating Entity agrees to adopt a Community Wildfire Preparedness Plan (CWPP) (or equivalent approved by FFSL).
   a. If the Participating Entity has a CWPP at the time of executing this agreement, the Participating Entity agrees to maintain and implement the CWPP for the duration of this agreement.
   b. If the Participating Entity does not have a CWPP at the time of executing this agreement, the Participating Entity agrees to make a good faith effort to develop and adopt a CWPP prior to the expiration of this agreement.

C. The Participating Entity's fire department or fire service provider as defined in Utah Code § 65A-8-203 (2021) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).

D. FFSL agrees to provide an Annual Participation Commitment Statement and the Participating Entity agrees to review, approve, and return the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity's fiscal year.

E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.

F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017)

G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).

H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2022) and has entered into a County Warden Agreement (Addendum A).

SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

A. Participation Commitment
   a. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
   b. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

B. Participation Commitment Expenditures and Activities
   a. The Participation Commitment may be met through either direct expenditures or in-kind activities.
      i. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
      ii. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
         1. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (https://www.independentsector.org/), the same source used for FFSL's Fire Department Assistance Grant program.
      iii. Participation Commitment cannot be met through direct payment to the State.
   b. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

C. Participation Commitment Accounting and Reporting

a. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
    i. The value of Participation Commitment expenditures and activities may, in certain instances, "carry-over" to the next fiscal year with the approval of the respective FFSL Area Manager.
        1. The value of capital improvement projects--typically, large "preparedness-type" projects--can carry-over for five years, with no single project's value accounting for more than 25% of the Participating Entity's total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
        2. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum
        3. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
        4. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.

b. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity's fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
    i. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement

a. In advance of a Participating Entity's fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
b. In order to continue participation for the Participating Entity's upcoming fiscal year, the Participating Entity's executive officer must approve, sign, and return the Annual Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity's current fiscal year.
c. The Annual Participation Commitment Statement is based on the Participating Entity's fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity's next fiscal year.

E. Participation Commitment Calculation

a. The Participation Commitment is based on two elements, a wildfire risk assessment by acres ("Risk Assessment") conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in each Participating Entity's jurisdiction.
    i. The Risk Assessment is determined by FFSL's "Utah Wildfire Risk

Assessment Portal" (UWRAP), which will be updated as data sources, technology, and funding allow.

ii. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity's historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.

1. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
2. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.

b. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

F. Participation Commitment Appeals

a. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY, and EXTENDED ATTACK

A. Initial Attack

a. The Participating Entity agrees to primary responsibility for Initial Attack ("IA"). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).

b. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.

c. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.

d. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.

i. Aviation assets on initial run cards as established by the State will not:
    1. be counted towards a Participating Entity's historic fire cost average for purposes of annually calculating the Participating Entity's Participation Commitment; and,
    2. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.

B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility
   a. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility ("Delegation") occur simultaneously with one of the following events:
      i. State or federally owned lands are involved in the incident; or,
      ii. firefighting resources are ordered through an Interagency Fire Center (beyond "pre-planned dispatch"); or,
      iii. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
      iv. by decision of the State Forester after consultation with local authorities.
   b. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

C. Extended Attack
   a. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
   b. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
   c. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
   d. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
   e. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule, and this Agreement.

SECTION V: WILDLAND FIRE RESPONSE TRAINING, CERTIFICATION AND EQUIPMENT STANDARDS

A. Wildland Fire Response Training and Certification
   a. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I, as certified by the Utah Fire and Rescue Academy (UFRA).
   b. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior. FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.

i. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
ii. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
iii. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
iv. FFSL reserves the right to reevaluate these requirements.

c. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
d. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction,
    i. a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding; or
    ii. the County or participating entity fire departments for qualified resources used under this agreement on federal, state or out-of-county (or out-of-entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement

B. Wildland Fire Response Equipment Standards
    a. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

A. Pursuant to Utah Code § 65A-3-4 (2020), the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.

B. Counsel for FFSL will provide assistance with these actions.

C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

SECTION VII: BREACH AND TERMINATION

A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2021), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status.

B. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or FFSL.

C. During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.

D. If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.
   a. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
      i. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
      ii. If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(E) herein below
   b. Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.

E. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203 (2021) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)

F. If the Participating Entity is on probation or otherwise non-compliant with the terms of this or a prior agreement with FFSL, and enters into a new cooperative agreement with FFSL, the prior obligations and status remain in effect until rectified according to the terms of this agreement.

G. Either party may terminate this agreement by providing the other party with written notice 30 days prior to the termination date.

H. If either party terminates this agreement, the Participating Entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS:

R. Joseph Anderson Digitally signed by R. Joseph Anderson Date: 2023.06.13 08:07:36 -06'00' | 6/13/2023

Authorized Signature | Date

Wasatch Front Area Manager

Title

PARTICIPATING ENTITY:

Authorized Signature | Date

Title

APPROVED AS TO FORM: Tony Clinger, Assistant Attorney General, March 29, 2023

VINEYARD

STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: July 12, 2023

Agenda Item: 9.1 Ordinance Restricting Use of Compression Release Engine Braking Systems In & Adjacent to Residential Areas

Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion: This staff report presents a proposed ordinance to regulate compression-release engine braking systems within Vineyard City in and adjacent to residential areas. The objective is to address residents' concerns about noise disturbances and maintain a peaceful living environment specific to our city.

Vineyard City has experienced a rise in concerns from residents regarding noise disturbances caused by compression-release engine braking systems, commonly known as jacobs brake, jake brake, engine brake, or compression brake. This proposed ordinance aims to balance safety and noise reduction, addressing the unique needs of our city's residential areas.

The proposed ordinance prohibits the use, operation, or engagement of compression release engine braking systems in and adjacent to residential areas within Vineyard City, with exceptions for fire engines and emergency vehicles.

Summary of Proposed Ordinance:

1. Prohibits compression-release engine braking systems in residential areas and roads adjacent to residential areas within Vineyard City.
2. Exempts fire engines and emergency vehicles operating within our city.
3. Violation may result in penalties as defined by local laws.
4. Vineyard City's law enforcement agencies will carry out enforcement in accordance with local laws and regulations.

Benefits of the Mutual Aid Interlocal Agreement:

1. Noise Reduction: Enhances the quality of life for residents of Vineyard City by reducing noise disturbances within our residential areas.
2. Safety and Emergency Services: Maintain exemptions for fire engines and emergency vehicles, ensuring their immediate response during critical situations.

Fiscal Impact: **N**one

Recommendation: **S**taff recommends that Vineyard City Council approve and adopt the proposed ordinance to address residents' concerns and foster a harmonious living environment tailored to our city's needs.

Sample Motion:

I move to adopt Ordinance 2023-24 regarding restricting the use of compression release engine braking systems in & adjacent to residential areas.

Attachments:

Ordnance 2023-24

VINEYARD
ORDINANCE 2023-24

AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING THE MUNICIPAL CODE TO ADD SECTION 8.08.050 RESTRICTION ON COMPRESSION RELEASE ENGINE BRAKING SYSTEMS IN RESIDENTIAL AREAS

WHEREAS, The Vineyard City Council has the authority under the Utah Code 10-3 to amend the municipal code; and

WHEREAS, the City Council has determined a need to amend the Municipal Code Chapter 8.08 Nuisances; adding Section 8.08.050 Restriction on Compression Release Engine Braking Systems in Residential Areas.

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

SECTION 1: **ADOPTION** "8.08.050 Restriction On Compression Release Engine Braking Systems In Residential Areas" of the Vineyard Municipal Code is hereby *added* as follows:

A D O P T I O N

8.08.050 Restriction On Compression Release Engine Braking Systems In Residential Areas*(Added)*

A. Purpose and Scope: This ordinance is enacted to regulate the use of compression-release engine braking systems within the City and its adjacent residential areas. The purpose is to minimize noise disturbances caused by such braking systems, ensuring residents' peaceful and comfortable environment.
B. Definitions:
    1. Compression Release Engine Braking System: Any mechanical device designed to slow the speed of a vehicle by turning the engine into an air compressor, commonly known as a jacobs brake, jake brake, engine brake, or compression brake.
    2. Residential Areas: Areas designated for residential purposes, including neighborhoods, streets, and roadways adjacent to residential zones.
C. Prohibition: It shall be unlawful for any person to use, operate, or engage a compression release engine braking system within the City or its adjacent residential areas. The intent is to prevent the use of such systems that generate excessive noise and disrupt the tranquility of residential neighborhoods.
D. Exceptions: The restrictions outlined in this Section shall not apply to fire engines or

other emergency vehicles. This exception is granted to ensure emergency services' safety and prompt response within the city and its residential areas.

E. Enforcement and Penalties:
   1. Enforcement of this section shall be the responsibility of the City's law enforcement agencies.
   2. Violation of this section shall be a class C misdemeanor.

SECTION 2: **AMENDMENT** "8.08.050 Administrative Notice; Hearings; Disposal Of Nuisance; Lien; Penalty For Violation" of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

8.08.~~050~~060 Administrative Notice; Hearings; Disposal Of Nuisance; Lien; Penalty For Violation

SECTION 3: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from July 12, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL
________________________________.

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

Presiding Officer

____
Julie Fullmer, Mayor, Vineyard

Attest

____
Pamela Spencer, City Recorder, Vineyard