



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
August 26, 2020 at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, August 26, 2020 at 6:00 p.m. **in the Vineyard City Council Chambers, 125 South Main Street**, Vineyard, Utah. *The public is invited to attend this meeting in person. It can also be viewed live through Zoom. Please click this link <https://zoom.us/j/96865737885> or dial 1-301-715-8592 US or 1-253-215-8782 to join the meeting. You can also view the meeting on our YouTube Channel at https://www.youtube.com/channel/UC_IoRhVzIR3LJPp7V9i-lqw*

The agenda will consist of the following:

AGENDA

Presiding Mayor Julie Fullmer

REGULAR SESSION

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

2. 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. Public comments will also be taken through the zoom app by either using the ‘chat’ feature or the ‘raise hand’ feature when prompted.

3. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

4. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

Utah County Sheriff’s Office – Sergeant Holden Rockwell – Quarterly Reports (1st and 2nd Quarters)

Finance – Assistant Finance Director/Treasurer Mariah Hill – Fourth Quarter Report for Fiscal Year 2020

5. CONSENT ITEMS

5.1 [Approval of the August 12, 2020 City Council Meeting Minutes](#)

5.2 [Approval of Sycamores Final Plat Phase 7.3](#)

6. MAYOR'S APPOINTMENTS

No names were submitted.

7. DISCUSSION/PRESENTATION

7.1 PRESENTATION - STEM City

Marlon Lindsay with TechTrep will do a presentation about the possibility of Vineyard becoming a STEM City. TechTrep is a comprehensive STEM and CTE education provider that works with families, schools, and communities.

7.2 DISCUSSION – CARES Act Funding

City Manager Jacob McHargue will lead a discussion about CARES Act Funding.

8. BUSINESS ITEMS

8.1 DISCUSSION AND ACTION Shared Use Maintenance Agreement

(15 minutes)

City Manager Jacob McHargue will present the shared use maintenance agreement between Vineyard and Waters Edge Master Homeowners Association, Inc. (the "HOA"). The mayor and City Council will take appropriate action. *(This item was continued from the August 12, 2020 City Council Meeting.)*

8.2 DISCUSSION AND ACTION – Municipal Code Amendment – 3.08 Electronic Meetings (Ordinance 2020-10)

(15 minutes)

The mayor and City Council will discuss a proposed amendment to the Municipal Code Title 3.08 Electronic Meetings. The amendments are to add contingencies for electronic meetings, add an emergency meeting section, and make technical changes. The mayor and City Council will act to adopt (or deny) this request by ordinance.

8.3 DISCUSSION AND ACTION – Mosquito Abatement – Interlocal Agreement with Utah County (Resolution 2020-15)

(15 minutes)

City Manager Jacob McHargue will present an interlocal agreement between Utah County and Vineyard for Mosquito abatement for the month of September 2020. The mayor and City Council will act to adopt (or deny) this request by resolution.

8.4 DISCUSSION AND ACTION – Municipal Code Amendment – Parking Regulations (Ordinance 2020-11)

(15 minutes)

Staff is requesting the approval of an amendment to the Municipal Code Section 10.04.040 Unlawful Parking, to allow the city to restrict or allow parking in certain areas. The mayor and City Council will act to adopt (or deny) this request by ordinance.

9. 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](#);

10. ADJOURNMENT

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

The next regularly scheduled meeting is September 9, 2020.

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

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

AGENDA NOTICING COMPLETED ON: August 25, 2020

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

**MINUTES OF A VINEYARD
CITY COUNCIL MEETING**

This meeting was held electronically, via Zoom,
due to the COVID-19 gathering restrictions
August 12, 2020 at 6:00 PM

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Chris Judd
Councilmember Cristy Welsh

Absent

Staff Present: City Manager Jacob McHargue, Public Works Director/City Engineer Don Overson, Assistant City Engineer Chris Wilson, City Attorney David Church, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Elizabeth Hart, Building Official George Reid, Water/Parks Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Anthony Jenkins, Planning Commissioner Amber Rasmussen

Others Speaking: Resident David Lauret

6:00 PM REGULAR SESSION

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

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

2. PUBLIC COMMENTS

Mayor Fullmer called for public comments.

City Recorder Pamela Spencer read two public comments into the record. Summaries of the comments are included here. The comments, in their entirety, are included at the end of these minutes.

Resident Cody Smith suggested that the city consider including a paved pump track or dirt bike park for public use. He felt that it would offer an outdoor location for kids of all ages and families to go and enjoy time together and that it would be affordable and open to all skill levels. He said that he would be more than happy to participate in any way with this type of project.

Mayor Fullmer mentioned that she sent his request to the Planning Commission and the Park Committee. She said that she let Mr. Smith know that he could participate in the Bicycle Advisory Commission.

Councilmember Welsh mentioned that it was something that was part of the discussions in the meetings the mayor mentioned.

Gina Eady owner of Vineyard Jive LLC, thanked the city, especially Water/Parks Manager Sullivan Love and his team, for their help with Jive's event that was held in Vineyard Grove Park recently. She explained how they were able to protect the dancers and the audience from potential exposure to the coronavirus. She also explained that her studio culture was one of love, friendship, and family-like support. She felt that this event was one of the best experiences that she and her business had ever had. She explained that they had never held an outdoor performance before and had to create the event from the ground up and was grateful for the city's help. She said that she wished to donate \$300.00 towards the aftercare of the space to do her part in keeping the park beautiful. She felt so proud to be running a business in such a supportive and forward-thinking city. She thanked the council again and said that Jive would forever have their back.

Councilmember Flake commented that he and a few of his neighbors were impressed with how well the event went.

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

3. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Mayor Fullmer reported that things were going well with the Union Pacific Railroad contract. She reported that the bids were coming in for the FrontRunner station and that there had been discussions about how to keep the timeline the same. She said that the completion date might be moved to August 2021. She reported that she and city staff had a discussion with the team that was doing a study for the Bus Rapid Transit (BRT) alignment. She said that staff was able to give them feedback to make sure Vineyard's needs were being met.

4. STAFF, COMMISSION, AND COMMITTEE REPORTS

Building – Building Official George Reid – Quarterly Reports

Mr. Reid reviewed his department's report. He said that the fourth quarter came in strong. Highlights were:

Revenue

- \$273,323 Total Residential Permit Revenue
- \$37,680 Total Commercial Permit Revenue

Total Units Occupied in Vineyard

- 1,684 Single Family Units
- 1,094 Townhome Units
- 1,577 Multi-family Units
- 4,355 Total Units occupied

Estimated Population

- 17,042

Units Permitted

- 62 Single-family
- 30 Multi-family
- 8 Townhome

Active Permits

- 315 Active Construction sites – The majority was in multi-family and basement finishes

Inspections

- 2,598 Total inspections

Buildout Analysis

- 1,395 Remaining buildouts – The majority were in The Lakefront, Hampton, The Orchards, and The Cottonwoods developments.

5. DISCUSSION

5.1 Street Naming

City Council and staff will discuss the process for naming of streets.

Mayor Fullmer mentioned that longtime residents Robert and Cumorah Holdaway had passed away. She said that they had done a lot for the community. She said that, a while back, Heritage Commissioner Tim Blackburn had brought up the idea of naming a street in honor of the Holdaway family. She turned the time over to Public Works Director/City Engineer Don Overson to lead the discussion on the process for the naming of streets.

Mr. Overson explained that the city did not have a process for naming streets. They were usually named by the developers as they were platting the land. He suggested that the city adopt a process similar to the traffic control process. He said that if streets were given a name, they needed to include the coordinates on the street sign for emergency vehicles. There was a discussion about what the process might look like.

Mr. Overson explained that when residents living in The Garden subdivision had requested a name change, they followed the process, got signatures, and then the city allowed the name to be changed. He suggested that City Attorney David Church propose some guidelines. Mr. Church said that the city council had complete authority to change the name of a street. He said that when a developer came in with a plat, they were naming the street. He said that in most cities it was a discretionary decision with the city. Mayor Fullmer said that the only complication would be how it would affect mail service, etc. Mr. Church said that because it had coordinates, it should not affect any services to the residents. If they wanted to honor someone it would be up to the city council.

Councilmember Judd said that he would prefer to have the same process they use for traffic control process and allow for public comments. Mr. Church said that the easiest way to honor someone with a street name would be to ask the developer to put the desired name on a street when they were creating the plat.

Resident David Lauret living on Holdaway Road, explained that they did not necessarily want to rename a street; they wanted to add a commemorative sign on street posts. In this case it was a sign honoring Robert Holdaway's father, Walter Holdaway, who was a leader in business and the community. He shared a sample of what the sign could look like.

6. CONSENT ITEMS

6.1 Approval of the July 22, 2020 City Council Meeting Minutes

6.2 Approval of Edgewater Phase 1 Lots 2 & 6

6.3 Approval of Edgewater Phase 1 Lot 28

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER FLAKE MOVED TO APPROVE CONSENT ITEMS 6.1 THROUGH 6.3 AS NOTED. COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

7. MAYOR'S APPOINTMENTS

7.1 Bicycle Commission Alternate.....1

Mayor Fullmer will appoint, with the advice and consent of the council, Lindsay Beekman as an alternate on the Bicycle Advisory Commission.

Mayor Fullmer gave a brief background on Lindsay Beekman's qualifications. She stated that she wished to appoint Ms. Beekman as an alternate on the Bicycle Commission and called for comments or a motion from the council.

Motion: COUNCILMEMBER JUDD MOVED TO APPOINT LINDSAY BEEKMAN AS AN ALTERNATE ON THE BICYCLE ADVISORY COMMISSION. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

8. BUSINESS ITEMS

8.1 DISCUSSION AND ACTION Shared Use Maintenance Agreement

City Manager Jacob McHargue will present the shared use maintenance agreement between Vineyard and Waters Edge Master Homeowners Association, Inc. (the "HOA"). The mayor and city council will take appropriate action.

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

Mr. McHargue explained that there was a concern with the agreement and asked council to postpone the discussion.

Motion: COUNCILMEMBER JUDD MOVED TO POSTPONE ITEM 8.1, SHARED MAINTENANCE AGREEMENT. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

8.2 DISCUSSION AND ACTION – Interlocal Agreement with UDOT (RES 2020-13)

The Utah Department of Transportation is requesting that a Federal Aid Agreement be signed in order to begin construction on the Vineyard Rail Consolidation Project. The mayor and city council will act to adopt (or deny) this request by resolution.

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

Mr. McHargue explained that because they were receiving federal funds and the Utah Department of Transportation (UDOT) was doing most of the work, they needed to have a Federal Aid Agreement signed between Vineyard and UDOT. He mentioned that this agreement stated that UDOT would not be responsible for any additional costs.

Mayor Fullmer called for questions or a motion.

Motion: COUNCILMEMBER FLAKE MOVED TO APPROVE THE INTERLOCAL AGREEMENT WITH UDOT, RESOLUTION 2020-13. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

8.3 DISCUSSION AND ACTION – Interlocal Agreement with Salem City for Building Inspections (RES 2020-14)

Building Official George Reid will present an interlocal agreement with Salem City to aid in providing building inspections by having Vineyard City inspectors inspect for Salem when available. The mayor and City Council will act to adopt (or deny) this request by resolution.

Mayor Fullmer turned the time over to Building Official George Reid.

Mr. Reid explained that the purpose of the interlocal agreement was to provide Salem City with aid in their building inspections. He said that with Vineyard's aggressive construction schedules there was cyclical ebb and flow with inspections. In order to staff the building department adequately, he was suggesting that they send their inspectors to assist Salem with their inspections when things were slow in Vineyard. He explained that Salem would reimburse the city at the rate of \$50 per hour per inspector plus mileage at the current Internal Revenue Service rate. He added that this agreement had been approved by Salem's City Council last week; however, the agreement had since been amended by Mr. Church to make it consistent with the state requirements for interlocal agreements. Mr. Church explained that there was no substantive changes to the agreement.

Mayor Fullmer called for questions.

Councilmember Judd asked who would be responsible if one of Vineyard's inspectors was injured while inspecting for Salem. Mr. Church replied that the inspector would be doing the inspections as Vineyard employees and would go through the city's Workers Compensation and they would determine who was responsible.

Mayor Fullmer called for further questions. Hearing none, she called for a motion.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE RESOLUTION 2020-14 TO ENTER INTO AN INTERLOCAL AGREEMENT WITH SALEM CITY, AS PRESENTED TONIGHT IN CITY COUNCIL MEETING, FOR THE PURPOSE OF PROVIDING BUILDING INSPECTION SERVICES. COUNCILMEMBER EARNEST SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

248 **9. CLOSED SESSION**

249 No closed session was held.
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252 **10. ADJOURNMENT**

253 Mayor Fullmer called for a motion to adjourn the meeting.
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255 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 6:37 PM.
256 COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER,
257 COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE
258 MOTION CARRIED UNANIMOUSLY.
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261 The next regularly scheduled meeting is August 26, 2020.
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264 MINUTES APPROVED ON: August 12, 2020

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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: August 26, 2020

Agenda Item: 5.2 Consent: Sycamore POD 7 Phase 3

Department: Community Development

Presenter: Elizabeth Hart, Senior Planner

Background/Discussion:

The proposed applicant is for final plat approval for phase three (3) of POD seven (7) of the Sycamores of the Homesteads Development. In total the subject property contains 4.88 acres with a total of eighteen (18) buildable single-family lots. Lot sizes range from 7,209 square feet to 11,098 square feet. The city council approved the preliminary plat on August 14, 2013. The final plat is in compliance with the approve preliminary plat, zoning ordinance and density requirements of the development agreement. All roads comply with the City's standard cross section.

Fiscal Impact: N/A

Recommendation:

Staff recommends the City Council approve the final plat subject to the following conditions:

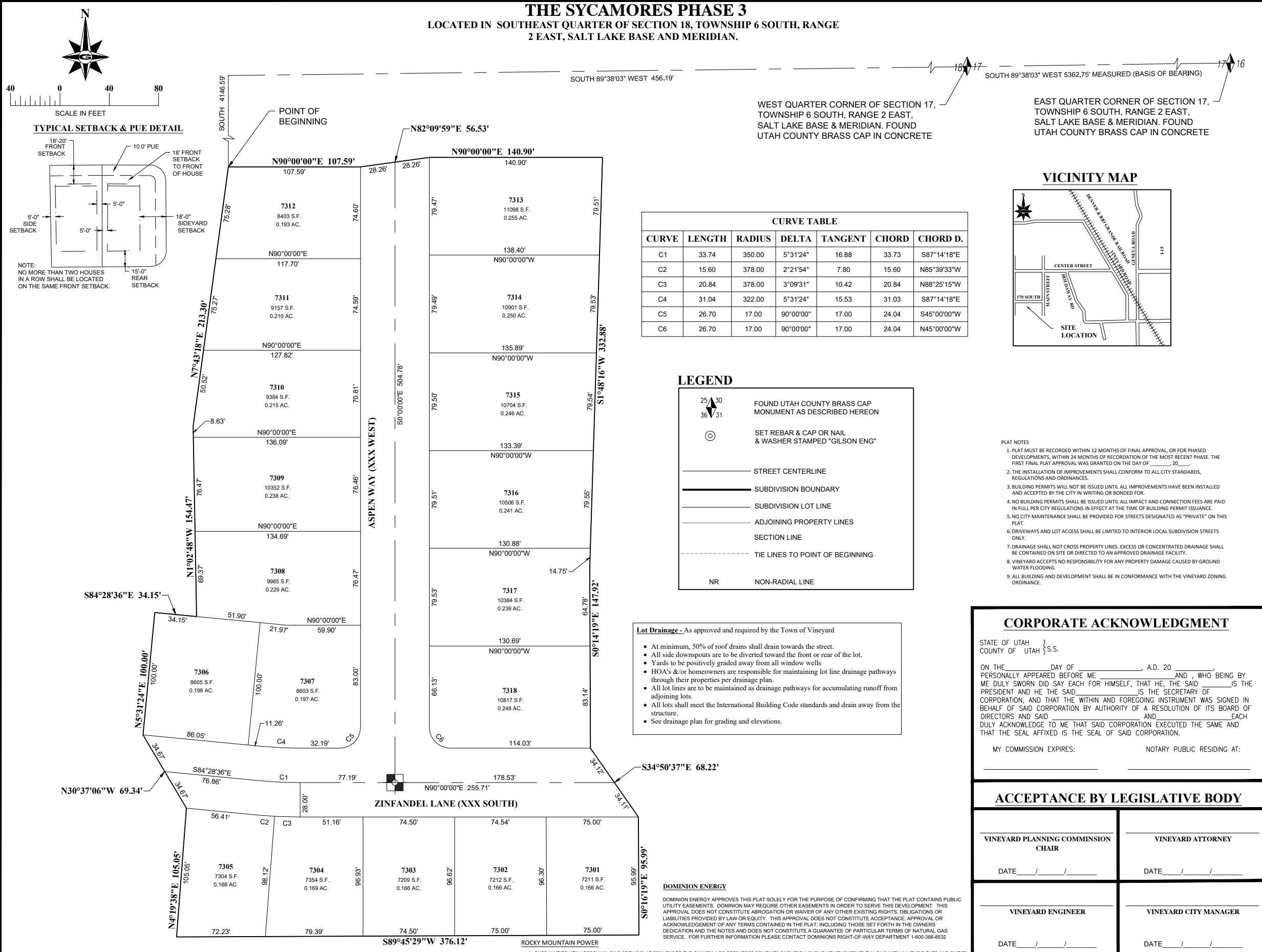
1. The applicant pays any outstanding fees and makes any redline corrections.
2. The final plat be in conformance to the approved preliminary plat and construction plans.

Sample Motion:

I move to approve the proposed final for the Sycamores POD 7 Phase 3 in the Homesteads Development with the proposed conditions.

Attachments:

Proposed Final Plat.



SURVEYOR'S CERTIFICATE

I, JOSH F. MADSEN DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5152657 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME HAS OR WILL BE STAKED ON THE GROUND AS SHOWN ON THIS PLAT, AND SHALL BE HEREAFTER KNOWN AS THE SYCAMORES SUBDIVISION.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

BEGINNING AT A POINT BEING LOCATED SOUTH 89°38'03" WEST 456.19 FEET FROM THE WEST QUARTER CORNER OF SECTION 17 OF SAID TOWNSHIP AND RANGE (BASIS OF BEARING AS MEASURED BETWEEN THE FOUND UTAH COUNTY BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER SECTION 17 AND THE WEST QUARTER CORNER OF SECTION 17) AND SOUTH 4146.59 FEET; THENCE EAST 107.59 FEET; THENCE NORTH 82°09'59" EAST 56.53 FEET; THENCE EAST 140.90 FEET; THENCE SOUTH 1°48'16" WEST 332.88 FEET; THENCE SOUTH 0°14'19" EAST 147.92 FEET; THENCE SOUTH 34°50'37" EAST 68.22 FEET; THENCE SOUTH 0°16'19" EAST 95.99 FEET; THENCE SOUTH 89°45'29" WEST 376.12 FEET; THENCE NORTH 4°19'38" EAST 105.05 FEET; THENCE NORTH 30°37'06" WEST 69.34 FEET; THENCE NORTH 5°32'59" EAST 100.00 FEET; THENCE SOUTH 84°28'36" EAST 34.15 FEET; THENCE NORTH 01°02'48" WEST 154.47 FEET; THENCE NORTH 74°3'18" EAST 213.30 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4.879 ACRES MORE OR LESS

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE _____ DAY OF _____, A.D. 20_____,
PERSONALLY APPEARED BEFORE ME _____ AND _____, WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID _____ IS THE PRESIDENT AND HE THE SAID _____ IS THE SECRETARY OF _____ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY ACKNOWLEDGE TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC RESIDING AT: _____

ACCEPTANCE BY LEGISLATIVE BODY

VINEYARD PLANNING COMMISSION CHAIR	VINEYARD ATTORNEY
DATE ____/____/____	DATE ____/____/____
VINEYARD ENGINEER	VINEYARD CITY MANAGER
DATE ____/____/____	DATE ____/____/____
CLERK/RECORDER	
DATE ____/____/____	

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

THE SYCAMORES PHASE 3

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE OWNER(S) WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREET.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET THIS _____ DAY OF _____, A.D. 20____.

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE _____ DAY OF _____, A.D. 20_____,
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF UTAH IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC RESIDING AT: _____

DATE PREPARED 5-12-2020

THE SYCAMORES
PHASE 3

LOCATED IN SOUTHEAST QUARTER SECTION 18 TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN.



ENGINEERS-GILSON ENGINEERING
12401 SOUTH 450 EAST C2
DRAPER, UTAH 84020
801-571-9414

SURVEYORS-GILSON ENGINEERING
PLS- CERTIFICATE NO. 510287
12401 SOUTH 450 EAST C2
DRAPER, UTAH 84020
801-571-9414

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND INTERESTS DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. 17-27A603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
- A RECORD EASEMENT OR RIGHT-OF-WAY
 - THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND FACILITIES OR
 - ANY OTHER PROVISION OF LAW

FINAL

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1 OF 1



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: August 12, 2020

Agenda Item: 8.1 Shared Use Maintenance Agreement

Department: Administration

Presenter: Jacob McHargue

Background/Discussion: The city staff have worked with the developers to complete the Penny Springs Park. As this park has a shared parking lot with the HOA owned club house, it necessitates a shared use and maintenance agreement for the parking lot. This agreement outlines the responsibilities of each party and the cost sharing for the ongoing maintenance of the parking lot. This includes cleaning, waste disposal, snow removal, cleaning and other maintenance of the parking lot. The HOA will maintain the landscaping areas, and the city will cover the cost of irrigation and maintain the irrigation system.

Fiscal Impact: The city will be responsible for 50% of the maintenance costs associated with the parking lot.

Recommendation:

Staff is recommending that the city council allow the mayor to sign the shared use and maintenance agreement with the HOA.

Sample Motion:

I moved to approve and allow the mayor to sign the shared maintenance agreement as presented.

Attachments:

Shared Use Maintenance Agreement

SHARED USE MAINTENANCE AGREEMENT

This Shared Use and Maintenance Agreement (the "Agreement") is made and entered into this __ day of July, 2020 between Waters Edge Master Homeowners Association, Inc. (the "HOA"), and [Vineyard City Municipal Corporation] (the "City"), who will be individually referred to as a "Party" and collectively referred to as the "Parties."

1. Purpose of this Agreement. The City is the owner of parcel of land, which is principally a parking lot area more fully described in Exhibit A ("Parcel A"), and the HOA is the owner of the adjoining parcel, which is principally clubhouse and pool located to the west of Parcel A, more fully described in Exhibit B ("Parcel B"). The HOA and the City have entered into this agreement to govern the use, cost, maintenance, improvement, cleaning and repair of the parking lot, Parcel A.

2. Parking Rights. The HOA and its members shall have the right to use Parcel A for parking at the Clubhouse located at [68 East Vineyard Loop Road, Vineyard, UT 84059] and the City and its residents shall have the right to use Parcel A for parking at Penny Springs Park.

3. Waste Disposal Rights. One or more dumpsters will be provided on the southwest corner of Parcel A for waste disposal purposes. The City and its residents shall be permitted to use the dumpsters for waste disposal purposes related to use of Penny Springs Park. The HOA and its members shall be permitted to use the dumpsters for waste disposal purposes related to use of the Clubhouse.

4. Cost Sharing. The HOA and the City shall each be responsible for 50% of the cost of maintenance of the Parking Lot, including without limitation, maintenance, cleaning, improvement or repair of the parking surface and snow and ice removal. The HOA shall take care of the administrative duties related to the maintenance, improvement, cleaning or repair, including without limitation hiring contractors to perform the same.

5. Mutual Approval.

Both Parties must approve the contractor and bids for any services or improvements related to the parking lot, waste removal, and waste removal enclosure as mentioned in Section 4 Cost Sharing.

6. Other Duties. The HOA shall maintain the landscaping areas within Parcel A and the City shall cover the cost of the irrigation and irrigation maintenance within Parcel A.

7. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

8. Costs and Attorney Fees. Notwithstanding anything to the contrary provided herein, should legal action be necessary to enforce, construe, cancel, terminate, rescind or recover for the breach of the provisions of this Agreement, the prevailing Party shall be entitled to recover all costs of suit, including reasonable attorneys' fees incurred therein and herewith.

9. Construction. In construing this Agreement, and in determining the rights of the Parties hereto, no party shall be deemed to have solely drafted or created the Agreement.

10. Entire Agreement. The Parties agree that this Agreement constitutes the entire agreement of the Parties hereto with respect to its subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement is intended to replace, supplant, supersede and/or merge all prior oral and/or written agreements, negotiations and/or understandings and this Agreement represents the entire Agreement between the Parties.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and any action relating to this Agreement or the breach or enforcement thereof shall be brought and maintained in the Third Judicial District Court of the State of Utah, each of the parties hereto consenting the exclusive personal jurisdiction of such courts as if they were personally present in such State.

12. Execution by Counterpart. This Agreement may be executed in counterparts and shall be deemed fully executed by the Parties when counterparts hereof have been signed by each of them whether or not signatures of the Parties appear on the original or any one copy of this Agreement.

13. Facsimile and Photocopies of Documents. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. Photocopies of any of the foregoing shall also be the same as delivery of an original.

14. Severability. The provisions of this Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability; any such portion not enforceable shall not affect the remaining terms of this Agreement.

15. Modification. This Agreement may not be modified or waived other than in writing signed by all of the Parties bound hereto.

16. Representation. The Parties hereby expressly state that each has been counseled that it is desirable to obtain independent counsel regarding the terms of this contract and has had the opportunity to be represented by competent counsel, that each has read the foregoing Agreement, knows and understands its contents, has discussed the contents with counsel or has independently determined not to discuss the matter with counsel, and agrees to be bound by its terms.

17. Headings. The various headings used in this Agreement are for convenience only and shall not be used in interpreting the text of the section or paragraph in which they appear.

18. Authority. Each of the undersigned represents and warrants that he or she has proper authority to enter into this Agreement and to bind such parties and entities as indicated in this Agreement and that the undersigned is not under any contract or agreement that prohibits entering into this Agreement.

[THIS PART LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on the date referenced at the beginning of this Agreement.

WATERS EDGE MASTER HOMEOWNERS ASSOCIATION, INC:

Board President

Printed Name

and

VINEYARD CITY MUNICIPAL CORPORATION:

Mayor

Printed Name

STATE OF UTAH

COUNTY OF UTAH

On this ____ day of September, 2019, personally appeared before me the above-mentioned signers, who proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged they executed the same.

Witness my hand and official seal.

EXHIBIT A
(Parcel A Parking Lot Legal Description)

Beginning at a point which is North $89^{\circ}25'01''$ East 229.11 feet along the section line and North 1007.33 feet from the Southwest Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian: thence North $04^{\circ}49'19''$ West 224.77 feet; thence Northeasterly 105.34 feet along the arc of a non-tangent 1047.50 foot radius curve to the left, through a central angle of $05^{\circ}45'43''$, the chord of which bears North $77^{\circ}03'56''$ East 105.30 feet; thence North $74^{\circ}11'04''$ East 34.65; thence Northeasterly 55.97 feet along the arc of a 952.50 foot radius curve to the right, through a central angle of $03^{\circ}22'00''$, the chord of which bears North $75^{\circ}52'04''$ East 55.96 feet; thence South $04^{\circ}49'21''$ East 255.26 feet; thence South $85^{\circ}10'10''$ West 193.49 feet to the point of beginning.

EXHIBIT B
(Parcel B Clubhouse Legal Description)

Beginning at a point which is North 89°25'01" East 229.11 feet along the section line and North 1007.33 feet from the Southwest Corner of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian: thence South 85°10'10" West 123.68 feet; thence North 82°18'36" West 86.67 feet; thence Northerly 7.64 feet along the arc of a non-tangent 79.50 foot radius curve to the right, through a central angle of 05°30'30", the chord of which bears North 09°05'18" East 7.64 feet; thence North 11°50'36" East 80.07 feet; thence Northerly 19.82 feet along the arc of a 120.50 foot radius curve to the left, through a central angle of 09°25'31", the chord of which bears North 07°07'49" East 19.80 feet; thence Northerly 90.93 feet along the arc of a 1565.00 foot radius curve to the left, through a central angle of 03°19'45", the chord of which bears North 00°44'41" East 90.92 feet; thence Northeasterly 11.20 feet along the arc of a 7.50 foot radius curve to the right, through a central angle of 85°34'59", the chord of which bears North 41°51'47" East 10.19 feet; thence North 84°38'46" East 77.37 feet; thence Northeasterly 85.92 feet along the arc of a 1047.50 foot radius curve to the left, through a central angle of 04°41'59", the chord of which bears North 82°17'47" East 85.90 feet; thence South 04°49'19" East 224.77 feet to the point of beginning.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: August 26, 2020

Agenda Item: 8.2 Electronic Meeting Amendment

Department: Recorder

Presenter: Mayor Fullmer

Background/Discussion: Due to amendments to Utah State Code 52-4-207 allowing for emergency electronic meetings to be held without an anchor location, the mayor and staff determined that the Municipal Code needed to be amended to include these changes. Staff has also made changes to section 3.08.020 allowing for council to approve a meeting with only the city recorder at the anchor location, which would allow the public to attend and be heard at the anchor location. There were some non-substantive changes made as well.

Fiscal Impact: N/A

Recommendation: the mayor and staff are recommending approval of proposed code.

Sample Motion:

“I move to adopt Ordinance 2020-10, amending the Municipal Code Title 3.08 Electronic Meetings, as presented.”

Attachments:

Ordinance 2020-10

**VINEYARD
ORDINANCE 2020-10**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING THE
VINEYARD MUNICIPAL CODE TITLE 3.08 ELECTRONIC MEETINGS**

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

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the city to regulate Electronic Meetings; and

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

SECTION 1: **AMENDMENT** “3.08.010 Definitions” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

3.08.010 Definitions

A. Definitions “Anchor location” means the physical location from which an electronic meeting originates or the participants are connected. “Electronic meeting” shall mean a public meeting convened or conducted by means of a conference using electronic communications. “Monitor” means to hear or observe, live, by audio or video equipment, all of the public statements of each member of the public body who is participating in a meeting. “Participate” means the ability to communicate with all of the members of a public body, either verbally or electronically, so that each member of the public body can hear or observe the communication. “Public Body” means the ~~Town~~City Council or other official ~~Town~~City body or commission that is created by ~~Town~~City ordinance or resolution and consists of two or more persons and expends, disburses or is supported by tax revenue and is vested with the authority to make decision regarding the public’s business.

SECTION 2: **AMENDMENT** “3.08.020 Electronic Meeting Requirements” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

3.08.020 Electronic Meeting Requirements

A. Electronic Meeting Requirements. No meeting of a public body of the ~~Town~~City may

be convened and held as an electronic meeting except on the following conditions.

1. A request for an electronic meeting has been made by a member of a public body, to the ~~Town~~City Recorder, at least three days prior to the date of the meeting to allow for arrangements to be made for the electronic meeting; and
 2. ~~A quorum of the public body is present at a single anchor location for the meeting~~ A majority of the public body has agreed to approve the meeting to be an electronic meeting; and
 3. Except as provided for in section 3.08.020(C) an anchor location is established at which the City Recorder is present and the public may be present and participate; and
 4. A quorum of the public body is not required to be present at the anchor location; and
 5. ~~the public body has voted to approve the meeting to be held as an electronic meeting;~~
 6. and
 7. Notice of the electronic meeting has been given as provided herein.
- B. Notice of Electronic Meetings. The ~~Town~~City Recorder, upon receiving a request from a member of a public body for a meeting to be convened as an electronic meeting, shall give public notice of the meeting as required by Utah Code section 52-4-202 of the Utah Open and Public Meetings Act; and post written notice at the anchor location for the meeting. The ~~Town~~City Recorder shall in addition to giving the public notice required by Utah Code section 52-4-202, provide notice of the electronic meeting to the members of the public body at least 24 hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present. The notice to the members of the public body shall give a description of how the members will be connected to the electronic meeting.
- C. Place of meeting. The ~~Town~~City Recorder shall establish one or more anchor locations for the public meeting, at least one of which shall be where a public body would normally meet if they were not holding an electronic meeting.
- D. Meeting Facilities. The ~~Town~~City Recorder shall see that space and facilities are provided for at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting; and if the meeting includes a public hearing, provide space and facilities at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.

SECTION 3: **AMENDMENT** “3.08.030 Emergency Meetings” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

3.08.030 Emergency Meetings

- A. A public body may convene and conduct an electronic meeting without an anchor location if the chair of the public body:
1. makes a written determination (proclamation) that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location;
 2. states in the written determination described in A(1) of this section, the facts upon which the determination is based;
 3. includes in the public notice for the meeting, and reads at the beginning of the meeting, the information described in A (1) and (2) of this section; and
 4. includes in the public notice information on how a member of the public may view or make a comment at the meeting.
- B. A written determination described in A(1) and (2) expires 30 days after the day on which the chair of the public body makes the determination and shall continue for an additional 15 days upon consent of the City Council by resolution, unless terminated earlier by proclamation or further extended by resolution by the City Council.
- C. Compliance with the provisions of this section by a public body constitutes full and complete compliance by the public body with the corresponding provisions of Utah Code Sections 52-4-201 and 52-4-202.

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from August 26, 2020 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder
Vineyard



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 8-26-2020

Agenda Item: 8.3 Interlocal Agreement with Utah County Mosquito Abatement

Department: Administration

Presenter: Jacob McHargue

Background/Discussion: The county has a set amount of money each year for mosquito abatement, that typically runs out the end of August. Last year when the county stopped spraying, we had an increase in complaints about mosquitos around the city. This year we worked with them to draft an agreement to extend their season in the city and continue spraying through September.

Fiscal Impact: \$23,000 in chemical spray paid directly to the vendor and \$680 in labor for the application.

Recommendation: Staff recommendation is to approve the resolution and allow the mayor to sign the agreement.

Sample Motion: I move to approve resolution 2020-15 and allow the mayor to sign the interlocal agreement with Utah County.

Attachments:
Interlocal Agreement
Resolution 2020-15

RESOLUTION NO. 2020-15

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

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

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with the Utah County for mosquito abatement services to be provided to the City.

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

1. The Vineyard City Council authorizes the mayor to sign an agreement made and entered into by and between Utah County and Vineyard for mosquito abatement in the month of September 2020, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 26th day of August, 2020.

Mayor

Attest:

Recorder



AGREEMENT No. 20__ - ____

AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: _____ Contact Person: _____

Address: _____ Phone #: _____

City: _____ State: _____ Zipcode: _____ Email: _____

Legal Status of Contractor: ☐ Sole Proprietor ☐ Non-Profit Corporation ☐ Limited Liability Company (LLC)
☐ Partnership ☐ For-Profit Corporation
☐ Government Department: _____

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

2. CONTRACT COSTS

Contractor will be:

- ☐ paid a maximum of \$_____ for costs authorized by this agreement;
☐ compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: ☐ _____, or ☐ the date of execution of this agreement.
This agreement shall terminate on _____, or unless terminated earlier, or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

- | | |
|--|-----------------------------------|
| ☐ A: Utah County Standard Terms and Conditions | ☐ F: _____ |
| ☐ B: CONTRACTOR's Proposal | ☐ G: _____ |
| ☐ C: Special Provisions | ☐ H: _____ |
| ☐ D: Utah County Procurement Compliance | |
| ☐ E: General Liability and Workers Compensation Certificate | |

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on _____ of _____ 20____.

ATTEST:
AMELIA POWERS GARDNER
Utah County Clerk/Auditor

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
Deputy Clerk/Auditor

By: _____
TANNER D. AINGE, Commission Chairman

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

CONTRACTOR

By: _____
Deputy Utah County Attorney

By: _____
Its: _____

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The “Agreement” consists of the following documents:

- (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
- (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
- (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) “Contractor” means the individual or entity delivering the Products and Services identified in the Agreement. The term “Contractor” shall include the individual’s or entities’ agents, officers, employees, and partners.

(C) The “County” means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) “Products” means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page.

(E) “Services” means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page.

(F) “Subcontractors” mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor’s proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

3. PAYMENT. Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information; advertising materials, including any content or work product; images;

newsletters; and intellectual property created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

7. LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

8. EMPLOYMENT STATUS VERIFICATION. Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

9. INDEPENDENT CONTRACTOR. Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. INDEMNIFICATION. Both parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

11. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY. Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable

attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under the Agreement. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement.
16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law.
17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement,

all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
22. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.
24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.
25. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in

counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

26. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
27. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
28. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
29. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
30. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
31. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised March 30, 2020



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: August 26, 2020

Agenda Item: 8.4 Parking Code Amendments

Department: Planning

Presenter: Elizabeth Hart, Senior Planner

Background/Discussion:

Section 10.04.040 Unlawful Parking of the Municipal Code allows parking on public streets for 48 or more consecutive hours. The city recently passed Resolution 2019-10 which allows certain neighborhoods to restrict parking on their residential public streets. The city has also discussed restricting parking on 300 West and 600 North (aka Vineyard Loop Road). The code amendment fixes the conflict of the city allowing and posting parking restrictions on public streets.

Fiscal Impact: N/A

Recommendation:

Staff is recommending approval of the amendments to Section 10.04.040 Unlawful Parking of the Municipal Code.

Sample Motion:

“I move to approve Ordinance 2020-11 amending the Municipal Code Section 10.04.040 - Unlawful Parking, as presented.”

Attachments:

Ordinance 2020-11

**VINEYARD
ORDINANCE 2020-11**

**AN ORDINANCE OF THE CITY COUNCIL AMENDING THE VINEYARD
MUNICIPAL CODE 10.04.040 UNLAWFUL PARKING**

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

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the city to regulate the parking in Vineyard; and

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

SECTION 1: **AMENDMENT** “10.04.040 Unlawful Parking” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

10.04.040 Unlawful Parking

- A. **PARKING AT CURB.** No motor vehicle shall be parked with the left side of the vehicle next to the curb, except on one-way streets. It shall be unlawful to stand or park any motor vehicle in a street other than parallel with the curb and with the two right wheels of the vehicle within twelve inches of the regularly established curb line except on those streets which have been marked for angle parking; then vehicles shall be parked at the angle to the curb indicated by such marks.
- B. **VEHICLES FOR SALE.** It shall be unlawful to park any vehicle on any street or public property for the purpose of displaying it for sale. ~~It shall be unlawful to park any vehicle from which merchandise is peddled on any business public street or public property, the exception being a licensed mobile food business as defined in Chapter 5.16 Mobile Food Businesses and Chapter 6.16 Use of City Roads and City Property.~~
- C. **LOADING ZONE.** When so posted, it shall be unlawful for the driver of a passenger vehicle to stand or park such vehicle for a period of time longer than is permitted by the posted sign for the loading or unloading of passengers, or for the driver to stand or park any freight carrying motor vehicle for a period of time longer than is necessary to load, unload and deliver materials in any place designated as a loading zone and marked as such.
- D. **PARKING PROHIBITED.** It shall be unlawful for any person, except physicians on emergency calls or designated emergency vehicles when properly posted, to park any motor vehicle on any street in violation of the posted restrictions.
- E. **ALLEYS.** No person shall park a motor vehicle within an alley in such manner or under such conditions as to leave less than ten feet of the width of the roadway available

for the free movement of vehicular traffic. No person shall stop, stand, or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property.

- F. CAB STANDS – BUS STANDS. No motor vehicle other than a licensed taxicab shall be parked in any area designated by ordinance as a taxicab stand and no vehicle other than a bus shall be parked in a place so designated as a bus loading zone.
- G. PARKING PROHIBITED. It shall be an infraction for any person to park or leave on any public road, street, alley or city property any motor vehicle, motor homes, boat, trailers, or other item for 48 or more consecutive hours, unless otherwise posted. ~~and~~ ~~a~~Any vehicle, motor home, trailer, boat, or any other item so parked or left on any public road, street, alley or property may be cited, impounded or removed by the chief of police. For purposes of impoundment and removal, the chief of police may impound and remove any motor vehicle or other item which reasonably appears to have remained unmoved ~~for 48 consecutive hours.~~ in violation of this Part. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded motor vehicle or other removed item. Anything other than a motor vehicle, as defined by state law, which is moved from a spot and then reparked or replaced on the same public road, street, alley or city property within 500 yards from its original spot within twenty four (24) hours from the time of said removal shall be deemed to have been continuously parked for the purposes of this ~~S~~section.

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: 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 4: EFFECTIVE DATE This Ordinance shall be in full force and effect from August 26, 2020 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

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	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder
Vineyard