



**NOTICE OF A REGULAR  
CITY COUNCIL MEETING**

**April 24, 2024, at 6:00 PM**

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PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, April 24, 2024, at 6:00 PM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. 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**

**2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**

**2.1. Healthy Utah Award Presentation**

**2.2. Proclamation 2024-01**

**55th Annual Municipal Clerks Week**

**2.3. Proclamation of Arbor Day 2024-02**

Resolution to Proclaim April 26, 2024, as Arbor Day in Vineyard City

**2.4. Bike Month Proclamation 2024-03**

**2.5. Building Safety Month Proclamation 2024-04**

**3. WORK SESSION**

FY25 Budget Discussion

Finance Director Kristie Bayles will lead a discussion regarding City Capital Projects and Employee Compensation

**4. PUBLIC COMMENTS**

**“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 two minutes. Because of the need for proper public notice, immediate action cannot be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda; however, the Council may elect to

discuss the item if it is an immediate matter of concern. *Public comments can be submitted ahead of time to pams@vineyardutah.org.*

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

## **6. CONSENT ITEMS**

- 6.1. Approval of the April 10, 2024, City Council FY25 Budget Session Minutes**
- 6.2. Approval of the April 10, 2024, City Council Meeting Minutes**
- 6.3. Planning Services Contract Renewals (Resolution 2024-10)**
- 6.4. Franchise Agreement with Dominion Energy (Ordinance 2024-07)**

## **7. APPOINTMENTS**

## **8. BUSINESS ITEMS**

### **8.1. Discussion and Action - Municipal Code Title 3 Amendments (Ordinance 2024-05)**

**City Attorney Jayme Blakesley will present recommended amendments to the Municipal Code Title 3 Meeting Procedures. The mayor and City Council will attempt to adopt (or deny) this request by ordinance.**

### **8.2. Fire Station Purchase Approval**

The Community Development Department is requesting approval to allow the City Manager to enter into a contract with Home Center Construction and Orem City for land purchase and construction of a residential fire station.

### **8.3. ARCH Grant Policy Manual and Application (Resolution 2024-11)**

## **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**

The next meeting is on May 8, 2024 .

This meeting may be held in a way that will allow a councilmember to participate electronically. The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

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

**AGENDA NOTICING COMPLETED ON:** \_\_\_\_\_

**CERTIFIED (NOTICED) BY:** \_\_\_\_\_

PAMELA SPENCER, CITY RECORDER



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** April 24, 2024

**Agenda Item:** **Proclamation 2024-01**

55th Annual Municipal Clerks Week

**Department:** Recorder

**Presenter:**

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### **Background/Discussion:**

May 5 through May 11, 2024, will be the 55th Annual Professional Municipal Clerks Week. Initiated in 1969 by IIMC and endorsed by its members throughout the United States, Canada and 15 other countries, the week is a time of celebration and reflection on the importance of the Clerk's (recorder's) office. In 1984, President Ronald Reagan signed a proclamation that officially declared Municipal Clerks Week the first full week of May. In 1994 and 1996, President Bill Clinton also signed proclamations confirming Municipal Clerks Week.

The functions of the Clerk necessitate a thorough knowledge of law procedure, administration and interpersonal relations.

Professor William Bennett Munro, author of one of the first textbooks written on the topic of municipal administration, wrote, "No other office in municipal service has so many contacts. It serves the Mayor, the City Council, the City Manager, and all administrative departments, without exception. All of them call upon it, almost daily, for some service or information."

### **Fiscal Impact:**

### **Recommendation:**

### **Sample Motion:**

### **Attachments:**

1. Celebrating the 55th Annual Professional Municipal Clerks Week

# **Proclamation 2024-01**

*55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK*  
*May 5 - 11, 2024*

*Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.*

*Now, Therefore, I, Julie Fullmer, Mayor of Vineyard, Utah, do recognize the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Pamela Spencer and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*Dated this 24<sup>th</sup> day of April 2024*

*Mayor \_\_\_\_\_*

*Attest: \_\_\_\_\_*

## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** April 24, 2024

**Agenda Item:** Proclamation of Arbor Day 2024-02

**Department:** Public Works

**Presenter:** Naseem Ghador

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### **Background/Discussion:**

#### **Background:**

Arbor Day has been observed in the United States since 1872 when J. Sterling Morton proposed a tree-planting holiday called "Arbor Day." Since then, it has grown into a worldwide movement, with many countries celebrating Arbor Day on various dates.

#### **Purpose:**

The proclamation of Arbor Day in our city is a crucial step to raise awareness about the environmental, economic, and social benefits of trees. Trees, with their ability to improve air quality, reduce energy costs, mitigate climate change, enhance property values, and beautify our community, are indispensable to our well-being.

#### **Proposal:**

I propose that the City Council officially proclaim April 26, 2024, as Arbor Day in Vineyard City. This proclamation would recognize the importance of trees in our city and encourage residents to participate in tree planting and care activities.

#### **Activities:**

To celebrate Arbor Day, the city can organize various events and activities, educational workshops on tree care and maintenance, and volunteer opportunities for tree planting in public spaces.

#### **Conclusion:**

Proclaiming Arbor Day in our city reaffirms our commitment to environmental stewardship and sustainability. Promoting tree planting and care can enhance the quality of life for current and future generations.

#### **Fiscal Impact:**

None

#### **Recommendation:**

Staff recommend that the City Council approve the proclamation of Arbor Day 2024 and authorize city staff to coordinate related activities and events.

#### **Sample Motion:**

"I move to adopt the resolution proclaiming April 26, 2024, as Arbor Day in Vineyard City"

#### **Attachments:**

1. PROC 2024-02 Arbor Day





**VINEYARD**  
STAY CONNECTED



**TREE CITY USA®**  
An Arbor Day Foundation Program

**PROCLAMATION 2024-02**  
**ARBOR DAY**

**WHEREAS**, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; **and**

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; **and**

**WHEREAS**, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; **and**

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; **and**

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; **and**

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE, I**, Julie Fullmer, Mayor of the city of Vineyard, Utah, do hereby proclaim April 26, 2024, as ARBOR DAY and urge all Vineyard residents to celebrate Arbor Day and to support efforts to protect our trees and woodlands; **and**

**FURTHERMORE**, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 24th day of April 2024.

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Mayor Julie Fullmer

Attest:

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City Recorder, Pamela Spencer



## **PROCLAMATION 2023-03**

### **Bike Month**

**WHEREAS**, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Vineyard's scenic beauty; and

**WHEREAS**, throughout the month of May, the residents of Vineyard and its visitors will experience the joys of bicycling through educational programs, races, commuting events, charity events, or by simply getting out and going for a ride; and

**WHEREAS**, Vineyard's roads and trail systems attract bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

**WHEREAS**, creating a bicycling-friendly community has been shown to improve citizens' health, well-being, and quality of life, growing the economy of Vineyard, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

**WHEREAS**, the League of American Bicyclists, schools, parks and recreation departments, police departments, public health districts, hospitals, companies and civic groups will be promoting bicycling during the month of May; and

**WHEREAS**, these groups are also promoting bicycle tourism year-round to attract more visitors to enjoy our local restaurants, retail establishments, and cultural and scenic attractions; and

**WHEREAS**, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road; and

**NOW, THEREFORE**, I, Julie Fullmer, Mayor of Vineyard, do hereby proclaim the month of May as "Bike Month" in Vineyard, and I urge all residents to join me in this special observance.

Dated this 24th day of April 2024.

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Mayor Julie Fullmer

Attest:

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City Recorder Pamela Spencer



## **PROCLAMATION 2024-04**

### **Building Safety Month**

**WHEREAS**, Vineyard is committed to recognizing that our growth and strength depend on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

**WHEREAS**, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

**WHEREAS**, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play; and

**WHEREAS**, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and

**WHEREAS**, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity; and

**WHEREAS**, “Mission Possible” the theme for Building Safety Month 2024, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply for all our benefit; and

**WHEREAS**, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW, THEREFORE**, I, Julie Fullmer, Mayor of the City of Vineyard, do hereby proclaim the month of May 2024 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Dated this 24<sup>th</sup> day of April 2024.

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

Attest:

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City Recorder Pamela Spencer



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**MINUTES OF A CITY COUNCIL  
FY25 BUDGET PLANNING SESSION**

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City Council Chambers  
125 South Main Street, Vineyard, Utah  
April 10, 2024, at 4:08 PM

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**Absent**

**Present**

Mayor Julie Fullmer  
Councilmember Sara Cameron  
Councilmember Jacob Holdaway  
Councilmember Amber Rasmussen  
Councilmember Mardi Sifuentes

**Staff Present:** City Manager Eric Ellis, Community Development Director Morgan Brim, Public Works Director Naseem Ghandour, Environmental Utilities Manager Sullivan Love, and City Recorder Pamela Spencer

 Mayor Fullmer opened the meeting at 4:08 PM.

**1. WORK SESSION**

**1.1. City Council Budget Priorities Discussion**

The mayor and City Council will discuss their top budget priorities for the Fiscal Year 2024-2025 Budget. No action will be taken at this time.

**Council Priorities FY2025**

 Councilmember Holdaway

1. Identify larger travel budgets by specific conference or training (any unplanned should be cleared with plenty of advance notice (shoot for 30-day advance notice for proper authorization))
2. Review per diem policy
3. Review Hotel policy
4. Survey software, look for potential savings or unneeded software
5. Review how often city vehicles leave the county
6. Review how often city vehicles go home with employees (identify needs)
7. Review lobbyist uses and policy; compare to neighboring municipalities lobby uses/policies

44        8. Push for local conferences over national conferences when possible  
45        9. Look for ways to incentivize local vs national conferences  
46        10. Review all conferences and trainings from last year (send out)  
47        11. Communications department under Mayor, have it be under the City Manager  
48        12. Cash for fire house  
49        13. Put aside savings for City Hall  
50        14. Review Mosquito Abatement



#### Councilmember Sifuentes

1. Library: Be sure they have needed funding and support
2. Gammon Park: move ahead on planning and near future implementation of enhancements
3. Acquire an automated line painter for sports fields
4. Open and maintain park restrooms 365
5. Evaluate and install permanent lighting for trails where needed to make them safer
6. Install fencing for community gardens
7. 400 North crossing:
  - a. Get letters of support for overpass; vehicular priority or pedestrian
  - b. Insert the need in plans for disaster response
8. Downtown City Hall:
  - a. Finalize Planning and engineering
  - b. Implement soon to retain partners; MAG & others
9. Vineyard Connector and Main Street intersection:
  - a. Improve amenities and look for opportunities for safe crossings (under overpass, 300 W overpass with pedestrian crossing, etc.)



#### Councilmember Cameron

1. Support for the Library
2. Develop plans and implementation of Heritage Park
3. Add a rentable affordable space at Heritage Park (barn, pavilion, etc.).
4. Review contracts and agreements policies
5. Neighborhood by neighborhood review parking to assure it is functioning properly



#### Councilmember Rasmussen

1. Cyber security / Technology
2. Website improvements
3. Increase flyering where possible to get our messages out
4. Corridor Park plan; phase and implement plans
5. Focus on installation of park benches and lighting around the city trails
6. Improve alternative transportation routes to and across Vineyard Connector
7. Plantings and educational signage for native plants
8. Installation of bat boxes
9. Work on plans and construction of City Hall downtown
10. Identify and/or development of teen amenities

86  Mayor Fullmer

- 87 1. Parks on both ends of the city (look for cemetery options, but not in Gammon Park)
- 88 2. Vertical Agriculture – as the city's contribution to fighting homelessness (food supply)
- 89 3. Innovation research campus (BYU, U of U, UVU, USU partnerships)
- 90 4. Bring entrepreneurship incubators into the city
- 91 5. Lakeshore enhancement implementation
- 92 6. 400 S parking at baseball fields
- 93 7. Walkara Way – Councilmember Rasmussen will represent Vineyard City on
- 94 implementation

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96  Mayor Fullmer recapped the meeting. A discussion ensued.

100 **15. ADJOURNMENT**

101  Mayor Fullmer adjourned the meeting at 5:47 PM.

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103 **MINUTES APPROVED ON:** April 10, 2024

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106 **CERTIFIED CORRECT BY:**

  
PAMELA SPENCER, CITY RECORDER



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3 **MINUTES OF A REGULAR**

**CITY COUNCIL MEETING**

4 City Council Chambers

5 125 South Main Street, Vineyard, Utah

6 April 10, 2024, at 6:11 PM

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10 **Present**

11 Mayor Julie Fullmer

12 Councilmember Sara Cameron

13 Councilmember Jacob Holdaway

14 Councilmember Amber Rasmussen

15 Councilmember Mardi Sifuentes

16

17 **Staff Present:** City Manager Eric Ellis, City Attorney Jayme Blakesley, Lieutenant Holden  
18 Rockwell with the Utah County Sheriff's Office, Chief Building Official Cris Johnson,  
19 Community Development Director Morgan Brim, Planner Cache Hancey, Finance Director Kristie  
20 Bayles, Public Works Director Naseem Ghandour, Environmental Utilities Manager Sullivan  
21 Love, Environmental Utilities Crew Lead Chris Jackson, and City Recorder Pamela Spencer

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23 **Others Speaking:** Residents Daria Evans, Karen and Kim Cornileous

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

28  Mayor Fullmer opened the meeting at 6:11 PM. Councilmember Cameron gave the  
29 invocation and led the Pledge of Allegiance.

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32 **2. WORK SESSION**

33 No work items were submitted.

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36 **3. PUBLIC COMMENTS**

37  Mayor Fullmer called for public comments. She recognized Representative Abbot in  
38 attendance.

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40  Resident Daria Evans living in The Villas subdivision, thank Councilmember Rasmussen for  
41 getting the fencing for garden plots. She asked about the fire station and the location of the  
42 firehouse. She asked about the budget meeting being opened to the public. City Recorder Pamela  
43 Spencer explained that the doors were shut due to external noise. Ms. Evans asked if the City  
44 Council and Utah City were working towards solutions to the parking issue on Main Street (north

45 of the Vineyard Connector) and Utah Transit Authority (UTA) parking lot.

46  Resident Karen Cornelious, living in The Villas subdivision, mentioned that she did not hate  
47 Vineyard, just some of the things that were going on. She asked about the consent item on the  
48 December 13, 2023 City Council agenda and if there had been a discussion in previous meetings  
49 about the World Trade Center membership. She also asked about the Municipal Code amendment  
50 Ordinance 2023-32 and how they could change it.

51  Resident Kim Cornelious, living in The Villas subdivision, mentioned that he had been voted  
52 in as a delegate and had hosted a candidates night at a clubhouse where five (5) candidates  
53 attended including Representative Nelson Abbott. He asked why the city was paying a lobbyist  
54 when we could be using Representative Abbott free to the city.

55  Mayor Fullmer answered the public comments.

- 56 • Fire station – Mr. Brim could show her the location after the meeting
- 57 • Parking issue – It is a UTA Parking lot
- 58 • Consent Items – the WTC was discussed in a retreat and then a public meeting and then  
59 voted on again.
- 60 • Meeting with a 4-1 vote. She said that they could review the requirement for bringing  
61 something back to council.
- 62 • State Legislation – Jeff Hartley explained the bill at the previous council. The council  
63 discussed ways to set parameters around special sessions.
- 64 • Why a lobbyist – in the last retreat they agreed to review how the city was using the  
65 lobbyist
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#### 70 **4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

71  Councilmember Cameron asked about comcast boxes. Reach out to Comcast and Naseem  
72 about what was happening. A discussion ensued about using the original Utah Flag. The goal was  
73 to fly the state flag as much as possible unless the state prohibited.

74  Councilmember Sifuentes reported on attending an East Geneva tour, an Alpine School  
75 District survey for the potential split. She met with the district regarding location of special needs  
76 classrooms, safer routes for kids on the east side of the train tracks. She also reported that there  
77 would be a meeting for Huntsman working towards planning.

78  Councilmember Rasmussen reported on the fencing for the community garden, and that there  
79 would be ARCH Commission meeting next week.

80  Councilmember Holdaway felt they should advertise the budget meetings at least a week in  
81 advance. He mentioned that he had deputized CPAs to work on the general ledger and felt that the  
82 city should have a public facing ledger. A discussion ensued. City Attorney Jayme Blakesley  
83 clarified the sharing of the general ledger. Councilmember Holdaway felt that the city should spell  
84 out acronyms for the public view and post the agendas seven (7) days in advance. He asked for a  
85 follow up on the fire house. Community Development Director Morgan Brim explained that they  
86 would get the notices out next week. Councilmember Sifuentes asked if they could collaborate  
87 with the developer to pass along the firehouse information to homeowners. Councilmember  
88 Holdaway noted that he had been able to work with Representative Nelson. He mentioned that he  
89 wanted to put things behind them. He also mentioned the Walkara Way process.

93  
94  Mayor Fullmer called for a motion to nominate a mayor pro tempore.  
95  
96  **Motion:** COUNCILMEMBER HOLDAWAY NOMINATED COUNCILMEMBER  
97 SIFUENTES AS MAYOR PRO TEMPORE. COUNCILMEMBER CAMERON SECONDED  
98 THE NOMINATION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER,  
99 COUNCILMEMBERS CAMERON, HOLDAWAY, RASMUSSEN, AND SIFUENTES VOTED  
100 YES. THE MOTION CARRIED UNANIMOUSLY.

101  
102 Mayor Fullmer and Councilmember Rasmussen left the meeting at 6:53 PM.  
103

104 **5. CONSENT ITEMS**

105 **5.1.** Approval of the March 27, 2024, City Council Meeting Minutes  
106 **5.2.** Approval of the 2024 Municipal Wastewater Management Planning Program Annual  
107 Report

108  Mayor pro tempore Sifuentes called for a motion. Councilmember Holdaway asked to pull  
109 item 4.2 for discussion.

110  
111  **Motion:** COUNCILMEMBER CAMERON MOVED TO APPROVE CONSENT ITEM 5.1.  
112 COUNCILMEMBER HOLDAWAY SECONDED THE MOTION. MAYOR PRO TEMPORE  
113 SIFUENTES, COUNCILMEMBERS CAMERON AND HOLDAWAY VOTED YES. MAYOR  
114 FULLMER AND COUNCILMEMBER RASMUSSEN WERE EXCUSED. THE MOTION  
115 CARRIED WITH TWO ABSENT.

116  **5.2 Approval of the 2024 Municipal Wastewater Management Planning Program  
117 Annual Report**

120  There was a discussion about the report. Environmental Utilities Crew Lead Chris Jackson  
121 gave an overview of the report. The discussion continued.

122 Mayor pro tempore Sifuentes called for a motion.

123  
124  **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO APPROVE ITEM 5.2  
125 APPROVAL OF THE 2024 MUNICIPAL WASTEWATER MANAGEMENT PLANNING  
126 PROGRAM ANNUAL REPORT COUNCILMEMBER CAMERON SECONDED THE  
127 MOTION. MAYOR PRO TEMPORE SIFUENTES, COUNCILMEMBERS CAMERON AND  
128 HOLDAWAY VOTED YES. MAYOR FULLMER AND COUNCILMEMBER RASMUSSEN  
129 WERE EXCUSED. THE MOTION CARRIED WITH TWO ABSENT.

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131 **6. APPOINTMENTS**

132 No names were submitted.

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136 **7. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**

137 No items were submitted.

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139    **8. BUSINESS ITEMS**

140    **8.1. Public Hearing - Consolidated Fee Schedule Changes (Resolution 2024-08)**

141    City Manager Eric Ellis will present proposed amendments to the Consolidated Fee  
142    Schedule. The Mayor and City Council will act to adopt (or deny) this request by  
143    resolution.

144    Mayor pro tempore Sifuentes called for a motion to open the public hearing.

145     **Motion:** Councilmember Holdaway moved to open the public hearing at 6:59 PM.

146    Councilmember Cameron seconded the motion. Mayor Pro Tempore Sifuentes, Councilmembers  
147    Cameron and Holdaway voted yes. The motion carried with two absent.

149     City Attorney Eric Ellis presented the consolidated fee amendments.

150     Mayor pro tempore Sifuentes clarified that the last page was for developers. She asked about  
151    the tree replacement fee. A discussion ensued about who pays for a damaged tree.

152     Mayor pro tempore called for public comments. Hearing none, she called for a motion to close  
153    the public hearing.

154     **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO CLOSE THE PUBLIC  
155    HEARING AT 7:05 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION.  
156    MAYOR PRO TEMPORE SIFUENTES, COUNCILMEMBERS CAMERON AND  
157    HOLDAWAY VOTED YES. MAYOR FULLMER AND COUNCILMEMBER RASMUSSEN  
158    WERE EXCUSED. THE MOTION CARRIED WITH TWO ABSENT.

159    Mayor pro tempore Sifuentes called for questions from the council.

160     Councilmember Holdaway felt that they needed more time to discuss the changes. He asked  
161    about the increases. Mr. Ellis explained that it was sewer rate increases and were passed through to  
162    Timpanogos Special Service District (TSSD). A discussion ensued about sewer rates. Public  
163    Works Director Naseem Ghandour explained that they would notify the citizens in advance of the  
164    increase. There was a discussion about using social media. Mr. Blakesley clarified that they could  
165    not vote on items not on the agenda but could give direction to staff to notice it appropriately. The  
166    discussion continued about adding items to the motion.

167     **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO ADOPTED RESOLUTION  
168    2024-08 CONSOLIDATED FEE SCHEDULE CHANGES AS PRESENTED.  
169    COUNCILMEMBER CAMERON SECONDED THE MOTION. ROLL CALL WENT AS  
170    FOLLOWS: MAYOR PRO TEMPORE SIFUENTES, COUNCILMEMBERS CAMERON AND  
171    HOLDAWAY VOTED YES. MAYOR FULLMER AND COUNCILMEMBER RASMUSSEN  
172    WERE EXCUSED. THE MOTION CARRIED WITH TWO ABSENT.

173    **8.2. Public Hearing - Vineyard City Fiscal Year 2023-2024 Budget Amendment #4  
(Resolution 2024-09)**

174    City Manager Eric Ellis will present proposed amendments to the Fiscal Year 2023-  
175    2024 Budget. The mayor and city council will act to adopt (or deny) this request by  
176    resolution.

187  Mr. Ellis reviewed the budget amendments. There was a discussion about the 11-acre parcel.  
188 Mr. Ellis continued the review. There was a discussion about the TAG Grant (Technical  
189 Assistance Grant).

190  
191 Mayor pro tempore Sifuentes called for a motion to open the public hearing.  
192

193  **Motion:** Councilmember Holdaway moved to open the public hearing at 7:20 PM.  
194 Councilmember Cameron seconded the motion. Mayor Pro Tempore Sifuentes, Councilmembers  
195 Cameron and Holdaway voted yes. The motion carried with two absent.  
196

197 Mayor pro tempore Sifuentes called for public comments.  
198

199  Ms. Evans asked for clarification on the TAG Grant. Mr. Brim replied that it was for Mill  
200 Road and would provide a masterplan for way-finding signage throughout the city.  
201

202  **Motion:** COUNCILMEMBER CAMERON MOVED TO CLOSE THE PUBLIC HEARING  
203 AT 7:21 PM. COUNCILMEMBER HOLDAWAY SECONDED THE MOTION. MAYOR PRO  
204 TEMPORE SIFUENTES, COUNCILMEMBERS CAMERON AND HOLDAWAY VOTED  
205 YES. MAYOR FULLMER AND COUNCILMEMBER RASMUSSEN WERE EXCUSED. THE  
206 MOTION CARRIED WITH TWO ABSENT.  
207

208 Mayor pro tempore Sifuentes called for questions from the council.  
209

210  Councilmember Holdaway asked about spending funds on planning something on state lands.  
211 He expressed concern with planning the beach front plans. Mayor pro tempore Sifuentes asked if  
212 any of the areas being planned were on state lands. Mr. Brim explained that the designs were on  
213 Vineyard property and that the planning contract would be done through Mountainland of  
214 Governments (MAG). The discussion continued. There was also a discussion about trails and bike  
215 usage.  
216

217  **Motion:** COUNCILMEMBER CAMERON MOVED TO ADOPT RESOLUTION 2024-09  
218 FISCAL YEAR 2024 BUDGET AMENDMENT #4 AS PRESENTED. COUNCILMEMBER  
219 HOLDAWAY SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR  
220 PRO TEMPORE SIFUENTES, COUNCILMEMBERS CAMERON AND HOLDAWAY VOTED  
221 YES. MAYOR FULLMER AND COUNCILMEMBER RASMUSSEN WERE EXCUSED. THE  
222 MOTION CARRIED WITH TWO ABSENT.  
223  
224

## 225 9. CLOSED SESSION

226  Mayor pro tempore Sifuentes called for a motion to go into a closed session.  
227

228  **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO HOLD A CLOSED SESSION  
229 TODAY ON APRIL 10 AT 7:32 PM, TO GO INTO A CLOSED SESSION TO HOLD A  
230 STRATEGY SESSION TO DISCUSS PENDING OR REASONABLY IMMINENT  
231 LITIGATION. COUNCILMEMBER CAMERON SECONDED THE MOTION. ROLL CALL  
232 WENT AS FOLLOWS: MAYOR PRO TEMPORE SIFUENTES, COUNCILMEMBERS  
233 CAMERON AND HOLDAWAY VOTED YES. MAYOR FULLMER AND  
234 COUNCILMEMBER RASMUSSEN WERE EXCUSED. THE MOTION CARRIED WITH TWO  
235 ABSENT.

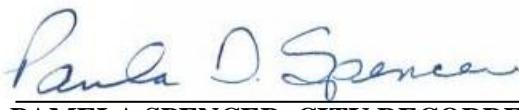
236  
237

238 **10. ADJOURNMENT**

239  Mayor pro tempore Sifuentes adjourned the meeting at 7:33 PM.

240  
241 **MINUTES APPROVED ON:**

242  
243  
244 **CERTIFIED CORRECT BY:**

  
\_\_\_\_\_  
PAMELA SPENCER, CITY RECORDER





## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** April 24, 2024

**Agenda Item:** Planning Services Contract Renewals (Resolution 2024-10)

**Department:** Community Development Department

**Presenter:** Cache Hancey

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### **Background/Discussion:**

Originally adopted in March 2023, the Planning Services Contract has been a valuable asset to the Community Development Department in expanding the department's expertise, capabilities, and time management. Because of the rapid growth of Vineyard, there is a need for many technical planning projects, which from time-to-time the Community Development Department requires additional professional support. The projects may include tasks such as general plan updates, neighborhood planning, active transportation planning, urban design, site planning, traffic and accessibility modeling, and feasibility studies.

In 2023, the Community Development Department issued an RFP for qualified firms to provide this technical support for the department. Five firms were selected to sign contracts with; CRSA, Avenue Consultants, Blu Line Design, Alta Planning, and FFKR (FFKR did not end up signing the contract after approval). This contract would be a renewal of the previously agreed upon contract that was signed in 2023. The RFP allows each agency to renew for this contract every year, up to four years.

Due to the wide variety and volume of anticipated projects, staff recommend selecting the previous four agencies to continue their contract with the city. Based on each firm's proposal, interview, previous work done, and discussion with staff the four consultants listed below are recommended. It is intended to award projects to firms based on qualifications and cost.

Alta Planning + Design is working on the City's Active Transportation Plan and offers expertise in active transportation planning, public participation, urban design, travel demand and traffic and accessibility modeling, corridor plans, and grant funding.

Avenue Consultants offers expertise in public participation, active transportation planning, neighborhood planning, travel demand and traffic and accessibility modeling, mapping and graphics production, feasibility studies, and grant funding.

Blu Line Design offers expertise in general plan updates, housing plans, urban design, site plans, code updates, travel demand and modeling, mapping and graphics production, and corridor and small area plans.

CRSA offers expertise in general plan updates, housing plans, massing studies, architecture, urban design, and small area plans.

### **Fiscal Impact:**

City staff is analyzing costs of several projects to be undertaken in next year's budget and will submit an updated request to the Finance Director.

**Recommendation:**

City Staff recommends approval of the Planning Services contract. The City Council may choose to approve the consultants as recommended by staff or request additional information regarding the recommended consultants or other consultants that submitted proposals.

**Sample Motion:**

I move to adopt Resolution 2024-10, authorizing the City Manager to renew the contracts with Alta Planning + Design, Avenue Consultants, Blu Line Design, CRSA and FFKR to provide Planning Services to Vineyard City.

**Attachments:**

1. Resolution 2024-10 Planning and Consulting Services
2. Alta Contract
3. Avenue Contract
4. Blu Line Contract
5. CRSA Contract

## RESOLUTION 2024-10

### **A RESOLUTION OF THE VINEYARD CITY COUNCIL RENEWING THE PLANNING SERVICES CONTRACTS FOR ALTA PLANNING + DESIGN, AVENUE CONSULTANTS, BLU LINE DESIGN, AND CRSA FOR PLANNING AND CONSULTING SERVICES.**

**WHEREAS**, the original planning services contracts were awarded on February 22, 2023, and it has been determined that they are a valuable asset to the Community Development Department in expanding the departments expertise, capabilities, and time management; and

**WHEREAS**, due to the rapid growth of Vineyard, there is a need for many technical planning projects, which from time-to-time the Community Development Department requires additional professional support; and

**WHEREAS**, staff has determined that it is in the city's best interested to renew the contracts with Alta Planning + Design, Avenue Consultants, Blu Line Design, and CRSA.

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

Section 1. The contract be renewed for Alta Planning + Design, Avenue Consultants, Blu Line Design, and CRSA for Planning and Consulting Services as outlined in the staff report.

Section 2. The City Manager is hereby authorized and directed to execute the renewal of the contracts with Alta Planning + Design, Avenue Consultants, Blu Line Design, and CRSA for Planning Services as is herein referred to.

Section 3. This resolution shall take effect upon passing.

Passed and dated this 24<sup>th</sup> day of April 2024.

---

Mayor

Attest

---

City Recorder

## AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT FOR PROFESSIONAL PLANNING SERVICES (“Agreement”) is entered into this \_\_\_\_\_ day of March, 2024, by and between the City of Vineyard, Utah, a municipal corporation, (“City”) and **[CONSULTANT NAME]Alta Planning + Design, Inc.** a **Utah California** Corporation (“Consultant”). City and Consultant are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, City desires to engage a qualified and experienced professional consultant to provide general and specialized planning services, including but not limited to sustainability and resilience planning, historical analysis, event planning, data collection, analysis, economic development, and municipal land use expertise related to the City (“Project”).

WHEREAS, Consultant represents that it is qualified and experienced to perform the services described herein and has available the personnel and facilities necessary to accomplish the work within the required time.

WHEREAS, City and Consultant further acknowledge that certain projects may be subject to the requirements of State and Federal law, including but not limited to regulations of the U.S. Department of Transportation, the U.S. Department of Housing and Urban Development and the Utah Department of Transportation.

### AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

- 1. INCORPORATION OF RECITALS AND EXHIBITS:** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated and made part of this Agreement.
- 2. DESCRIPTION OF SERVICES:** The Consultant shall provide the City with professional planning services as may be requested by the City from time to time (“Services”) in accordance with the procedures and terms contained in this Agreement.
- 3. SCOPE OF CONSULTING SERVICES:** Consultant agrees to provide professional and technical planning services and expertise to the City. Unless modified in writing by both parties, the duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant acknowledges that this Agreement is for services on an “as needed” basis. There is no guarantee of a certain level or scope of work to be provided by Consultant. At any time during the term of this Agreement, City may modify the scope make changes to scope of the consulting services required. If any such change causes any increase or decrease in Consultant’s cost of performing any part of its obligations under this Agreement, upon Consultant’s request and City’s written authorization, an equitable adjustment shall be made in the contract price, and a written amendment of such adjustment shall be made. Any claim by Consultant for an equitable adjustment shall be made in writing and delivered to City prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from City. Nothing in this

subparagraph shall excuse Consultant from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes.

4. **CONTRACT TERM:** This Agreement shall commence on the Effective Date and shall continue for one (1) year unless terminated by default or notice of termination as provided herein. The City shall have the unilateral right to terminate this Agreement at any point during any term of this Agreement, with or without cause, by providing thirty (30) days written notice to Consultant of its desire to terminate. The City shall have the option to renew this Agreement on a year-to-year basis for up to a maximum of four (4) additional years.
5. **SCOPE OF CITY SUPPORT:** City agrees to provide the following to Consultant: (i) All criteria and full information as to City's requirements for the Project; (ii) Available information and data pertinent to the Project; (iii) Timely reviews of work product; and (iv) City shall appoint a City representative with respect to work to be performed under this Agreement. The City's representative shall have complete authority to transmit instructions, receive information, and interpret and define City's policies. Consultant shall be entitled to rely on representations made by said City's representative unless otherwise directed in writing by City.
6. **AUTHORIZATION AND PROGRESS:** Upon execution of an addendum to this Agreement, which may include provisions as the Commencement and Completion Date, project schedule, interim milestones and work product submittal dates, City grants Consultant specific authorization to proceed with Service requested by the City.
7. **COMPENSATION:** The City shall pay Consultant for the Services at the rates set forth in **"Exhibit A."**
8. **TASK ORDERS AND ASSIGNMENT OF WORK:** All Services provided by Consultant shall only be performed pursuant to a Task Order issued by the City. Each Task Order shall provide a detailed description of either the services or tasks to be performed and the personnel to be provided, the time frame for the work to be performed, the not-to-exceed amount to be charged, and any estimated expenses. At its sole discretion, the City may assign certain work under this Agreement by inviting Consultant and other planning firms under contract with the City to respond to a Task Order with a "Mini Bid" containing the proposed methodology, product, personnel, time frame, and not-to-exceed amount for that Task Order. The City will select the planning firm to perform such work based on qualitative and quantitative criteria set forth in the Task Order released for Mini Bid.
9. **RESPONSIBILITY OF CONSULTANT:** Consultant is retained to render professional services only. Any payments made to Consultant are compensation solely for such services rendered and recommendations made in carrying out the Services. Consultant shall follow the standard of care applicable to the practice of the planning profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent planning and engineering firms in effect at the time Consultant's Services are rendered. Consultant agrees

to maintain the confidentiality of all confidential information provided by the City and agrees not to disclose such information to any third party without the prior written consent of the City. No review of Consultant's professional work product, including, but not limited to any plans and specifications, by any of City's employees or agents shall relieve Consultant of any responsibility with respect to such professional work product.

## 10. INDEMNIFICATION:

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Consultant's performance of the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Service itself), but only to the extent caused by any negligent or intentional act or omission of Consultant, any subcontractor, or any individual or entity directly or indirectly employed by Consultant or subcontractor to perform any of the Services or anyone for whose acts any of them may be liable.
- B. In any and all claims against City or any of its elected officials, officers, directors, partners, employees, or agents by any employee (or the survivor or personal representative of such employee) of Consultant, any Subcontractor, or any individual or entity directly or indirectly employed by Consultant or subcontractor to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Section 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

## 11. REPRESENTATIONS AND WARRANTIES: Consultant represents and warrants that:

- (i) Consultant has the necessary skills and experience to perform the Services; (ii) Consultant will perform the Services in a professional and workmanlike manner; (iii) the Services will not infringe upon the intellectual property rights of any third party; and (iv) Consultant will comply with all applicable laws and regulations in connection with the performance of the Services.

## 12. INSURANCE: Prior to the start of Services, Consultant shall procure and maintain in force for the duration of this Agreement, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, Professional Liability Insurance and Excess/Umbrella Liability Insurance. Except for Workers' Compensation Insurance and Professional Liability Insurance, City shall be named as additional insured in each of these policies, as applicable to this Project.

A. Minimum Limits of Insurance.

1. Commercial General Liability with a combined Bodily Injury and Property Damage coverage limit of not less than \$1,000,000 per occurrence and \$1,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, City named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.
2. Commercial Automobile Liability insurance covering the use of all owned, non- owned and hired vehicles with a combined Bodily Injury and Property Damage limit of \$1,000,000. Carrier waives right of subrogation against certificate holder.
3. Workers' Compensation and Employer's Liability insurance with limit of the minimum required by Labor Code, State of Utah. Carrier waives right of subrogation against certificate holder.
4. Consultant shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of Consultant. Such coverage shall be maintained for the duration of the services provided hereunder and for three (3) years after termination of this Agreement, and Consultant shall provide City with additional certificates of insurance to evidence such coverage throughout said period.
5. Excess/Umbrella Liability insurance limit of not less than \$1,000,000 general aggregate, \$1,000,000 occurrence. Such policy must be in excess of policy limits of the primary coverage for general liability, automobile liability and employer's liability.

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to City and accepted by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions by submitting a financial statement.

C. Insurance Certificates. An insurance certificate must be furnished by **Consultant** to **City**. Endorsements showing additional insured where applicable, and waiver of subrogation must be provided. Each insurance certificate, where applicable, must be endorsed with the following affirmative statement: "Coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice, return receipt requested, has been given to **City** and to each other additional insured to whom a certificate of insurance has been issued." Written notice for cancellation due to non-payment of premium will be within 10 days.

13. **INDEPENDENT CONTRACTOR:** Consultant shall perform the Services as an independent contractor and shall not be considered an employee, officer, representative or

agent of the City. Consultant shall be solely responsible for the payment of all taxes and other amounts due with respect to the compensation paid to the Consultant under this Agreement. Consultant shall be solely responsible all matters relating to the payment of its employees including workers compensation, social security and income tax withholding, and all other regulations governing such matters.

14. **SUBCONTRACTS:** To the extent determined appropriate by City, Consultant may subcontract any portion of the Services to be performed under this Agreement. Consultant shall be responsible for all work products and actions of all subcontractors. Before employing or retaining any such subcontractor, Consultant shall inform City in writing of its decision to employ or otherwise retain any subcontractor and shall obtain City's written approval of such decision. Subcontractors must comply with the same insurance requirements as the Consultant.
15. **SUSPENSION OF WORK:** City may suspend, in writing, all or a portion of the Services. Consultant may request that the Services be suspended by notifying City, in writing, of circumstances that are interfering with the normal progress of work. Consultant may suspend work on Project in the event City does not pay any invoice when due. The time for completion of the work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article.
16. **TERMINATION.** City may terminate all or a portion of the Services covered by this Agreement for its convenience at any time. City or Consultant may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) calendar days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or unfinished documents, maps, studies, work papers and reports prepared by Consultant under this Agreement shall be the sole property of City. The time spent on such additional work shall not exceed five percent (5%) of the time expended on Project prior to the effective date of termination. Consultant shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.
17. **CONFLICT OF INTEREST:**
  - A. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of City, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
  - B. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability.

City shall have the right to recover any fees paid for services rendered by Consultant which were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within one week of becoming aware of the existence of the conflict of interest.

- C. Consultant warrants that Consultant and Consultant's subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- D. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

## 18. OWNERSHIP OF DOCUMENTS:

- A. Consultant agrees that all work product created in connection with the Services shall be the property of the City after payment to Consultant, and the Consultant hereby assigns to the City all right, title, and interest in and to such work product. Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs, and survey notes developed in connection with the services performed hereunder belong to and remain the property of City. Consultant may retain reproducible copies of such documents. City hereby releases Consultant from all damages, claims, and losses arising out of any use of such original documents by City other than for information and reference in connection with the use, operating and occupancy of the Project by City and others. City further agrees that City will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by City or a wholesale customer of City. Nothing stated herein shall prevent Consultant from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of City is disclosed to such other client or any other party.
- B. Consultant agrees that any electronic documents provided to the Consultant by the City for the Consultant's use on the Project belong to and remain the property of the City. The Consultant will not disseminate any such documents to third parties without the City's written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The City takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the Consultant is implied.

19. **CONSULTANT TO COOPERATE:** This Agreement is not exclusive. City may enter into similar agreements with other planning and engineering firms. If City undertakes or awards other contracts for additional related work, Consultant shall fully cooperate with such other consultants or other independent contractors of City and the City's employees, and carefully fit its own work to such additional work as may be directed by City. Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of City or any employee of City.

20. **AUDITS AND INSPECTORS:**

- A. At any time during normal business hours and as often as City may deem necessary, the Consultant shall make available to City and/or employees and representatives of City for examination of its records with respect to ~~all~~ matters covered by this Agreement. It shall also permit City and/or employees and representatives of City to audit, examine, and make copies, excerpts, or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. City's right to audit and inspect Consultant's records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.
- B. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by City or any reviewing agencies, and Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

21. **ASSIGNMENT:** This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by City or Consultant without prior written consent of the other Party.

22. **AMENDMENTS:** Any amendment or alteration of this Agreement shall be made in writing and signed by both Parties.

23. **SUCCESSORS:** This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective representatives, agents and successors.

24. **INTEGRATION:** This Agreement constitutes the entire and integrated agreement between the City and Consultant as to those matters contained herein as of its date, and supersedes all prior negotiations, contemporaneous promises, representations, inducements, understandings, and agreements between the parties relating to such subject. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

25. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed, administered, and interpreted under the laws of the State of Utah without giving effect to any principles of conflicts of law. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the Utah Fourth District Court in Utah County for any action or proceeding arising out of or relating to this Agreement.
26. **NOTICE:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any notice or demand required or permitted to be given under the terms of this Agreement shall be deemed to have been properly given when the same is in writing and has been delivered personally or deposited in the United States mail, postage pre-paid, return receipt requested, and addressed as follows:

The City: City of Vineyard  
Attn: City Manager  
Vineyard City Hall  
125 S Main Street  
Vineyard, UT 84059

**Consultant:** Alta Planning + Design, Inc.  
Attn: Contracts  
101 SW Main St. Ste#2000  
Portland, OR 97204

Such addresses may be changed from time to time by either party by giving notice in writing to the other party as provided herein.

27. **CAPTIONS:** All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.
28. **REFERENCES:** All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Section hereof.
29. **INTERPRETATION:** Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**“CITY”**  
**VINEYARD CITY**

**ATTEST:**

---

**City Recorder**

**By:** \_\_\_\_\_  
**City Manager**

**“CONSULTANT”**

By: Steven Frieson

Its: Vice President

## AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT FOR PROFESSIONAL PLANNING SERVICES (“Agreement”) is entered into this 29 day of March, 2024, by and between the City of Vineyard, Utah, a municipal corporation, (“City”) and Avenue Consultants, a Utah Corporation (“**Consultant**”). City and Consultant are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, City desires to engage a qualified and experienced professional consultant to provide general and specialized planning services, including but not limited to sustainability and resilience planning, historical analysis, event planning, data collection, analysis, economic development, and municipal land use expertise related to the City (“Project”).

WHEREAS, Consultant represents that it is qualified and experienced to perform the services described herein and has available the personnel and facilities necessary to accomplish the work within the required time.

WHEREAS, City and Consultant further acknowledge that certain projects may be subject to the requirements of State and Federal law, including but not limited to regulations of the U.S. Department of Transportation, the U.S. Department of Housing and Urban Development and the Utah Department of Transportation.

### AGREEMENT

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4. **CONTRACT TERM:** This Agreement shall commence on the Effective Date and shall continue for one (1) year unless terminated by default or notice of termination as provided herein. The City shall have the unilateral right to terminate this Agreement at any point during any term of this Agreement, with or without cause, by providing thirty (30) days written notice to Consultant of its desire to terminate. The City shall have the option to renew this Agreement on a year-to-year basis for up to a maximum of four (4) additional years.
5. **SCOPE OF CITY SUPPORT:** City agrees to provide the following to Consultant: (i) All criteria and full information as to City's requirements for the Project; (ii) Available information and data pertinent to the Project; (iii) Timely reviews of work product; and (iv) City shall appoint a City representative with respect to work to be performed under this Agreement. The City's representative shall have complete authority to transmit instructions, receive information, and interpret and define City's policies. Consultant shall be entitled to rely on representations made by said City's representative unless otherwise directed in writing by City.
6. **AUTHORIZATION AND PROGRESS:** Upon execution of an addendum to this Agreement, which may include provisions as the Commencement and Completion Date, project schedule, interim milestones and work product submittal dates, City grants Consultant specific authorization to proceed with Service requested by the City.
7. **COMPENSATION:** The City shall pay Consultant for the Services at the rates set forth in **"Exhibit A."**
8. **TASK ORDERS AND ASSIGNMENT OF WORK:** All Services provided by Consultant shall only be performed pursuant to a Task Order issued by the City. Each Task Order shall provide a detailed description of either the services or tasks to be performed and the personnel to be provided, the time frame for the work to be performed, the not-to-exceed amount to be charged, and any estimated expenses. At its sole discretion, the City may assign certain work under this Agreement by inviting Consultant and other planning firms under contract with the City to respond to a Task Order with a "Mini Bid" containing the proposed methodology, product, personnel, time frame, and not-to-exceed amount for that Task Order. The City will select the planning firm to perform such work based on qualitative and quantitative criteria set forth in the Task Order released for Mini Bid.
9. **RESPONSIBILITY OF CONSULTANT:** Consultant is retained to render professional services only. Any payments made to Consultant are compensation solely for such services rendered and recommendations made in carrying out the Services. Consultant shall follow the standard of care applicable to the practice of the planning profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent planning and engineering firms in effect at the time Consultant's Services are rendered. Consultant agrees

to maintain the confidentiality of all information provided by the City and agrees not to disclose such information to any third party without the prior written consent of the City. No review of Consultant's professional work product, including, but not limited to any plans and specifications, by any of City's employees or agents shall relieve Consultant of any responsibility with respect to such professional work product.

## **10. INDEMNIFICATION:**

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Consultant's performance of the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Service itself), but only to the extent caused by any negligent or intentional act or omission of Consultant, any subcontractor, or any individual or entity directly or indirectly employed by Consultant or subcontractor to perform any of the Services or anyone for whose acts any of them may be liable.
- B. In any and all claims against City or any of its elected officials, officers, directors, partners, employees, or agents by any employee (or the survivor or personal representative of such employee) of Consultant, any Subcontractor, or any individual or entity directly or indirectly employed by Consultant or subcontractor to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Section 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

## **11. REPRESENTATIONS AND WARRANTIES:** Consultant represents and warrants that:

- (i) Consultant has the necessary skills and experience to perform the Services; (ii) Consultant will perform the Services in a professional and workmanlike manner; (iii) the Services will not infringe upon the intellectual property rights of any third party; and (iv) Consultant will comply with all applicable laws and regulations in connection with the performance of the Services.

## **12. INSURANCE:** Prior to the start of Services, Consultant shall procure and maintain in force for the duration of this Agreement, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, Professional Liability Insurance and Excess/Umbrella Liability Insurance. Except for Workers' Compensation Insurance, City shall be named as additional insured in each of these policies, as applicable to this Project.

A. Minimum Limits of Insurance.

1. Commercial General Liability with a combined Bodily Injury and Property Damage coverage limit of not less than \$1,000,000 per occurrence and \$1,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, City named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.
2. Commercial Automobile Liability insurance covering the use of all owned, non- owned and hired vehicles with a combined Bodily Injury and Property Damage limit of \$1,000,000. Carrier waives right of subrogation against certificate holder.
3. Workers' Compensation and Employer's Liability insurance with limit of the minimum required by Labor Code, State of Utah. Carrier waives right of subrogation against certificate holder.
4. Consultant shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of Consultant. Such coverage shall be maintained for the duration of the services provided hereunder and for three (3) years after termination of this Agreement, and Consultant shall provide City with additional certificates of insurance to evidence such coverage throughout said period.
5. Excess/Umbrella Liability insurance limit of not less than \$1,000,000 general aggregate, \$1,000,000 occurrence. Such policy must be in excess of policy limits of the primary coverage for general liability, automobile liability and employer's liability.

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to City and accepted by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions by submitting a financial statement.

C. Insurance Certificates. An insurance certificate must be furnished by **Consultant** to **City**. Endorsements showing additional insured where applicable, and waiver of subrogation must be provided. Each insurance certificate, where applicable, must be endorsed with the following affirmative statement: "Coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice, return receipt requested, has been given to **City** and to each other additional insured to whom a certificate of insurance has been issued." Written notice for cancellation due to non-payment of premium will be within 10 days.

13. **INDEPENDENT CONTRACTOR:** Consultant shall perform the Services as an independent contractor and shall not be considered an employee, officer, representative or

agent of the City. Consultant shall be solely responsible for the payment of all taxes and other amounts due with respect to the compensation paid to the Consultant under this Agreement. Consultant shall be solely responsible all matters relating to the payment of its employees including workers compensation, social security and income tax withholding, and all other regulations governing such matters.

14. **SUBCONTRACTS:** To the extent determined appropriate by City, Consultant may subcontract any portion of the Services to be performed under this Agreement. Consultant shall be responsible for all work products and actions of all subcontractors. Before employing or retaining any such subcontractor, Consultant shall inform City in writing of its decision to employ or otherwise retain any subcontractor and shall obtain City's written approval of such decision. Subcontractors must comply with the same insurance requirements as the Consultant.
15. **SUSPENSION OF WORK:** City may suspend, in writing, all or a portion of the Services. Consultant may request that the Services be suspended by notifying City, in writing, of circumstances that are interfering with the normal progress of work. Consultant may suspend work on Project in the event City does not pay any invoice when due. The time for completion of the work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article.
16. **TERMINATION.** City may terminate all or a portion of the Services covered by this Agreement for its convenience at any time. City or Consultant may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) calendar days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or unfinished documents, maps, studies, work papers and reports prepared by Consultant under this Agreement shall be the sole property of City. The time spent on such additional work shall not exceed five percent (5%) of the time expended on Project prior to the effective date of termination. Consultant shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.
17. **CONFLICT OF INTEREST:**
  - A. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of City, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
  - B. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability.

City shall have the right to recover any fees paid for services rendered by Consultant which were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within one week of becoming aware of the existence of the conflict of interest.

- C. Consultant warrants that Consultant and Consultant's subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- D. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

## 18. OWNERSHIP OF DOCUMENTS:

- A. Consultant agrees that all work product created in connection with the Services shall be the property of the City, and the Consultant hereby assigns to the City all right, title, and interest in and to such work product. Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs, and survey notes developed in connection with the services performed hereunder belong to and remain the property of City. Consultant may retain reproducible copies of such documents. City hereby releases Consultant from all damages, claims, and losses arising out of any use of such original documents by City other than for information and reference in connection with the use, operating and occupancy of the Project by City and others. City further agrees that City will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by City or a wholesale customer of City. Nothing stated herein shall prevent Consultant from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of City is disclosed to such other client or any other party.
- B. Consultant agrees that any electronic documents provided to the Consultant by the City for the Consultant's use on the Project belong to and remain the property of the City. The Consultant will not disseminate any such documents to third parties without the City's written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The City takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the Consultant is implied.

19. **CONSULTANT TO COOPERATE:** This Agreement is not exclusive. City may enter into similar agreements with other planning and engineering firms. If City undertakes or awards other contracts for additional related work, Consultant shall fully cooperate with such other consultants or other independent contractors of City and the City's employees, and carefully fit its own work to such additional work as may be directed by City. Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of City or any employee of City.

20. **AUDITS AND INSPECTORS:**

- A. At any time during normal business hours and as often as City may deem necessary, the Consultant shall make available to City and/or employees and representatives of City for examination of its records with respect to all matters covered by this Agreement. It shall also permit City and/or employees and representatives of City to audit, examine, and make copies, excerpts, or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. City's right to audit and inspect Consultant's records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.
- B. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by City or any reviewing agencies, and Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

21. **ASSIGNMENT:** This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by City or Consultant without prior written consent of the other Party.

22. **AMENDMENTS:** Any amendment or alteration of this Agreement shall be made in writing and signed by both Parties.

23. **SUCCESSORS:** This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective representatives, agents and successors.

24. **INTEGRATION:** This Agreement constitutes the entire and integrated agreement between the City and Consultant as to those matters contained herein as of its date, and supersedes all prior negotiations, contemporaneous promises, representations, inducements, understandings, and agreements between the parties relating to such subject. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

25. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed, administered, and interpreted under the laws of the State of Utah without giving effect to any principles of conflicts of law. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the Utah Fourth District Court in Utah County for any action or proceeding arising out of or relating to this Agreement.
26. **NOTICE:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any notice or demand required or permitted to be given under the terms of this Agreement shall be deemed to have been properly given when the same is in writing and has been delivered personally or deposited in the United States mail, postage pre-paid, return receipt requested, and addressed as follows:

The City: City of Vineyard  
Attn: City Manager  
Vineyard City Hall  
125 S Main Street  
Vineyard, UT 84059

Consultant: Avenue Consultants  
6605 S Redwood Rd  
Taylorsville, UT 84123

Such addresses may be changed from time to time by either party by giving notice in writing to the other party as provided herein.

27. **CAPTIONS:** All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.
28. **REFERENCES:** All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Section hereof.
29. **INTERPRETATION:** Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**“CITY”**  
**VINEYARD CITY**

**ATTEST:**

**City Recorder**

**By: \_\_\_\_\_**  
**City Manager**

**“CONSULTANT”**

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

**Its: \_\_\_\_\_**

# Exhibit A: Rate Structure

## Avenue Consultants Time and Materials Fee Schedule for Proposed Year 2024

- Reimbursable items: Project materials, online subscriptions
- Mileage: \$0.67/mile
- Deliveries: Hourly Service Rate Plus Mileage
- We have the ability to promptly provide project-specific cost estimates as requested

Hourly Charge Rates (Time)*	
Principal	\$330 / hr
Engineering Project Manager	\$270 / hr
Senior Engineer	\$220 / hr
Engineer	\$160 / hr
Planning Project Manager	\$260 / hr
Senior Planner	\$185 / hr
Planner	\$160 / hr
GIS Technician	\$110 / hr
Public Involvement Project Manager	\$220 / hr
Public Involvement Senior Support	\$155 / hr
Public Involvement Junior Support	\$105 / hr
Graphic Designer	\$135 / hr
Administrative Support	\$95 / hr

\*Time and one-half shall apply to Saturdays, more than 8 hours per day, or more than 40 hours per week when requested by the Client.

## AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT FOR PROFESSIONAL PLANNING SERVICES (“Agreement”) is entered into this 26 day of March, 2024, by and between the City of Vineyard, Utah, a municipal corporation, (“City”) and [blū line designs] a Utah Corporation (“**Consultant**”). City and Consultant are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, City desires to engage a qualified and experienced professional consultant to provide general and specialized planning services, including but not limited to sustainability and resilience planning, historical analysis, event planning, data collection, analysis, economic development, and municipal land use expertise related to the City (“Project”).

WHEREAS, Consultant represents that it is qualified and experienced to perform the services described herein and has available the personnel and facilities necessary to accomplish the work within the required time.

WHEREAS, City and Consultant further acknowledge that certain projects may be subject to the requirements of State and Federal law, including but not limited to regulations of the U.S. Department of Transportation, the U.S. Department of Housing and Urban Development and the Utah Department of Transportation.

### AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

- 1. INCORPORATION OF RECITALS AND EXHIBITS:** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated and made part of this Agreement.
- 2. DESCRIPTION OF SERVICES:** The Consultant shall provide the City with professional planning services as may be requested by the City from time to time (“Services”) in accordance with the procedures and terms contained in this Agreement.
- 3. SCOPE OF CONSULTING SERVICES:** Consultant agrees to provide professional and technical planning services and expertise to the City. Unless modified in writing by both parties, the duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant acknowledges that this Agreement is for services on an “as needed” basis. There is no guarantee of a certain level or scope of work to be provided by Consultant. At any time during the term of this Agreement, City may modify the scope make changes to scope of the consulting services required. If any such change causes any increase or decrease in Consultant’s cost of performing any part of its obligations under this Agreement, upon Consultant’s request and City’s written authorization, an equitable adjustment shall be made in the contract price, and a written amendment of such adjustment shall be made. Any claim by Consultant for an equitable adjustment shall be made in writing and delivered to City prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from City. Nothing in this

subparagraph shall excuse Consultant from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes.

4. **CONTRACT TERM:** This Agreement shall commence on the Effective Date and shall continue for one (1) year unless terminated by default or notice of termination as provided herein. The City shall have the unilateral right to terminate this Agreement at any point during any term of this Agreement, with or without cause, by providing thirty (30) days written notice to Consultant of its desire to terminate. The City shall have the option to renew this Agreement on a year-to-year basis for up to a maximum of four (4) additional years.
5. **SCOPE OF CITY SUPPORT:** City agrees to provide the following to Consultant: (i) All criteria and full information as to City's requirements for the Project; (ii) Available information and data pertinent to the Project; (iii) Timely reviews of work product; and (iv) City shall appoint a City representative with respect to work to be performed under this Agreement. The City's representative shall have complete authority to transmit instructions, receive information, and interpret and define City's policies. Consultant shall be entitled to rely on representations made by said City's representative unless otherwise directed in writing by City.
6. **AUTHORIZATION AND PROGRESS:** Upon execution of an addendum to this Agreement, which may include provisions as the Commencement and Completion Date, project schedule, interim milestones and work product submittal dates, City grants Consultant specific authorization to proceed with Service requested by the City.
7. **COMPENSATION:** The City shall pay Consultant for the Services at the rates set forth in **"Exhibit A."**
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to maintain the confidentiality of all information provided by the City and agrees not to disclose such information to any third party without the prior written consent of the City. No review of Consultant's professional work product, including, but not limited to any plans and specifications, by any of City's employees or agents shall relieve Consultant of any responsibility with respect to such professional work product.

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- B. In any and all claims against City or any of its elected officials, officers, directors, partners, employees, or agents by any employee (or the survivor or personal representative of such employee) of Consultant, any Subcontractor, or any individual or entity directly or indirectly employed by Consultant or subcontractor to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Section 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.
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  - A. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of City, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
  - B. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability.

City shall have the right to recover any fees paid for services rendered by Consultant which were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within one week of becoming aware of the existence of the conflict of interest.

- C. Consultant warrants that Consultant and Consultant's subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- D. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

## 18. OWNERSHIP OF DOCUMENTS:

- A. Consultant agrees that all work product created in connection with the Services shall be the property of the City, and the Consultant hereby assigns to the City all right, title, and interest in and to such work product. Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs, and survey notes developed in connection with the services performed hereunder belong to and remain the property of City. Consultant may retain reproducible copies of such documents. City hereby releases Consultant from all damages, claims, and losses arising out of any use of such original documents by City other than for information and reference in connection with the use, operating and occupancy of the Project by City and others. City further agrees that City will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by City or a wholesale customer of City. Nothing stated herein shall prevent Consultant from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of City is disclosed to such other client or any other party.
- B. Consultant agrees that any electronic documents provided to the Consultant by the City for the Consultant's use on the Project belong to and remain the property of the City. The Consultant will not disseminate any such documents to third parties without the City's written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The City takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the Consultant is implied.

19. **CONSULTANT TO COOPERATE:** This Agreement is not exclusive. City may enter into similar agreements with other planning and engineering firms. If City undertakes or awards other contracts for additional related work, Consultant shall fully cooperate with such other consultants or other independent contractors of City and the City's employees, and carefully fit its own work to such additional work as may be directed by City. Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of City or any employee of City.

20. **AUDITS AND INSPECTORS:**

- A. At any time during normal business hours and as often as City may deem necessary, the Consultant shall make available to City and/or employees and representatives of City for examination of its records with respect to all matters covered by this Agreement. It shall also permit City and/or employees and representatives of City to audit, examine, and make copies, excerpts, or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. City's right to audit and inspect Consultant's records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.
- B. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by City or any reviewing agencies, and Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

21. **ASSIGNMENT:** This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by City or Consultant without prior written consent of the other Party.

22. **AMENDMENTS:** Any amendment or alteration of this Agreement shall be made in writing and signed by both Parties.

23. **SUCCESSORS:** This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective representatives, agents and successors.

24. **INTEGRATION:** This Agreement constitutes the entire and integrated agreement between the City and Consultant as to those matters contained herein as of its date, and supersedes all prior negotiations, contemporaneous promises, representations, inducements, understandings, and agreements between the parties relating to such subject. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

25. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed, administered, and interpreted under the laws of the State of Utah without giving effect to any principles of conflicts of law. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the Utah Fourth District Court in Utah County for any action or proceeding arising out of or relating to this Agreement.
26. **NOTICE:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any notice or demand required or permitted to be given under the terms of this Agreement shall be deemed to have been properly given when the same is in writing and has been delivered personally or deposited in the United States mail, postage pre-paid, return receipt requested, and addressed as follows:

The City: City of Vineyard  
Attn: City Manager  
Vineyard City Hall  
125 S Main Street  
Vineyard, UT 84059

Consultant: blū line designs  
8719 S. Sandy Parkway  
Sandy, UT 84070

Such addresses may be changed from time to time by either party by giving notice in writing to the other party as provided herein.

27. **CAPTIONS:** All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.
28. **REFERENCES:** All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Section hereof.
29. **INTERPRETATION:** Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**“CITY”**  
**VINEYARD CITY**

**ATTEST:**

**City Recorder**

**By: \_\_\_\_\_**  
**City Manager**

**“CONSULTANT”**

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

A handwritten signature in black ink, appearing to read "Amy S. Gray".

**Its: \_\_\_\_\_ President \_\_\_\_\_**

## AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT FOR PROFESSIONAL PLANNING SERVICES (“Agreement”) is entered into this 16th day of March, 2023, by and between the City of Vineyard, Utah, a municipal corporation, (“City”) and CRSA, INC, a Utah Corporation (“Consultant”). City and Consultant are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, City desires to engage a qualified and experienced professional consultant to provide general and specialized planning services, including but not limited to sustainability and resilience planning, historical analysis, event planning, data collection, analysis, economic development, and municipal land use expertise related to the City (“Project”).

WHEREAS, Consultant represents that it is qualified and experienced to perform the services described herein and has available the personnel and facilities necessary to accomplish the work within the required time.

WHEREAS, City and Consultant further acknowledge that certain projects may be subject to the requirements of State and Federal law, including but not limited to regulations of the U.S. Department of Transportation, the U.S. Department of Housing and Urban Development and the Utah Department of Transportation.

### AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS:** The foregoing Recitals and all Exhibits referenced herein are hereby incorporated and made part of this Agreement.
2. **DESCRIPTION OF SERVICES:** The Consultant shall provide the City with professional planning services as may be requested by the City from time to time (“Services”) in accordance with the procedures and terms contained in this Agreement.
3. **SCOPE OF CONSULTING SERVICES:** Consultant agrees to provide professional and technical planning services and expertise to the City. Unless modified in writing by both parties, the duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant acknowledges that this Agreement is for services on an “as needed” basis. There is no guarantee of a certain level or scope of work to be provided by Consultant. At any time during the term of this Agreement, City may modify the scope of the consulting services required. If any such change causes any increase or decrease in Consultant’s cost of performing any part of its obligations under this Agreement, upon Consultant’s request and City’s written authorization, an equitable adjustment shall be made in the contract price, and a written amendment of such adjustment shall be made. Consultant shall be compensated for all work performed prior to any modification to the scope of services. Any claim by Consultant for an equitable adjustment shall be made in writing and delivered to City prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from City. Nothing in this

subparagraph shall excuse Consultant from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes.

4. **CONTRACT TERM:** This Agreement shall commence on the Effective Date and shall continue for one (1) year unless terminated by default or notice of termination as provided herein. The City shall have the unilateral right to terminate this Agreement at any point during any term of this Agreement, with or without cause, by providing thirty (30) days written notice to Consultant of its desire to terminate. The City shall have the option to renew this Agreement on a year-to-year basis for up to a maximum of four (4) additional years.
5. **SCOPE OF CITY SUPPORT:** City agrees to provide the following to Consultant: (i) All criteria and full information as to City's requirements for the Project; (ii) Available information and data pertinent to the Project; (iii) Timely reviews of work product; and (iv) City shall appoint a City representative with respect to work to be performed under this Agreement. The City's representative shall have complete authority to transmit instructions, receive information, and interpret and define City's policies. Consultant shall be entitled to rely on representations made by said City's representative unless otherwise directed in writing by City.
6. **AUTHORIZATION AND PROGRESS:** Upon execution of an addendum to this Agreement, which may include provisions as the Commencement and Completion Date, project schedule, interim milestones and work product submittal dates, City grants Consultant specific authorization to proceed with Service requested by the City.
7. **COMPENSATION:** The City shall pay Consultant for the Services at the rates set forth in "Exhibit A."
8. **TASK ORDERS AND ASSIGNMENT OF WORK:** All Services provided by Consultant shall only be performed pursuant to a Task Order issued by the City. Each Task Order shall provide a detailed description of either the services or tasks to be performed and the personnel to be provided, the time frame for the work to be performed, the not-to-exceed amount to be charged, and any estimated expenses. At its sole discretion, the City may assign certain work under this Agreement by inviting Consultant and other planning firms under contract with the City to respond to a Task Order with a "Mini Bid" containing the proposed methodology, product, personnel, time frame, and not-to-exceed amount for that Task Order. The City will select the planning firm to perform such work based on qualitative and quantitative criteria set forth in the Task Order released for Mini Bid.
9. **RESPONSIBILITY OF CONSULTANT:** Consultant is retained to render professional services only. Any payments made to Consultant are compensation solely for such services rendered and recommendations made in carrying out the Services. Consultant shall follow the standard of care applicable to the practice of the planning profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent planning and engineering firms in effect at the time Consultant's Services are rendered. Consultant agrees

to maintain the confidentiality of all information provided by the City and agrees not to disclose such information to any third party without the prior written consent of the City. No review of Consultant's professional work product, including, but not limited to any plans and specifications, by any of City's employees or agents shall relieve Consultant of any responsibility with respect to such professional work product.

## 10. INDEMNIFICATION:

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Consultant's performance of the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Service itself), but only to the extent caused by any negligent or intentional act or omission of Consultant, any subcontractor, or any individual or entity directly or indirectly employed by Consultant or subcontractor to perform any of the Services or anyone for whose acts any of them may be liable.
- B. The City agrees to indemnify, hold harmless the Consultant, its agents, representatives and employees from and against any and all loss, liability, expense, claims, costs, suits and damages, (including but not limited to all fees and charges of attorneys, and other professionals and all court or arbitration or other dispute resolution costs), however caused, resulting from the operations, acts or omissions of the City, its employees, elected officials, officers, directors, partners, or agents, in performing any of the City's obligations under this Agreement.
- C. In any and all claims against City or any of its elected officials, officers, directors, partners, employees, or agents by any employee (or the survivor or personal representative of such employee) of Consultant, any Subcontractor, or any individual or entity directly or indirectly employed by Consultant or subcontractor to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Section 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

11. **REPRESENTATIONS AND WARRANTIES:** Consultant represents and warrants that:  
(i) Consultant has the necessary skills and experience to perform the Services; (ii) Consultant will perform the Services in a professional and workmanlike manner; (iii) the Services will not infringe upon the intellectual property rights of any third party; and (iv)

Consultant will comply with all applicable laws and regulations in connection with the performance of the Services.

12. **INSURANCE:** Prior to the start of Services, Consultant shall procure and maintain in force for the duration of this Agreement, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, Professional Liability Insurance and Excess/Umbrella Liability Insurance. Except for Workers' Compensation Insurance, City shall be named as additional insured in each of these policies, as applicable to this Project.

A. Minimum Limits of Insurance.

1. Commercial General Liability with a combined Bodily Injury and Property Damage coverage limit of not less than \$1,000,000 per occurrence and \$1,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, City named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.
2. Commercial Automobile Liability insurance covering the use of all owned, non- owned and hired vehicles with a combined Bodily Injury and Property Damage limit of \$1,000,000. Carrier waives right of subrogation against certificate holder.
3. Workers' Compensation and Employer's Liability insurance with limit of the minimum required by Labor Code, State of Utah. Carrier waives right of subrogation against certificate holder.
4. Consultant shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of Consultant. Such coverage shall be maintained for the duration of the services provided hereunder and for three (3) years after termination of this Agreement, and Consultant shall provide City with additional certificates of insurance to evidence such coverage throughout said period.
5. Excess/Umbrella Liability insurance limit of not less than \$1,000,000 general aggregate, \$1,000,000 occurrence. Such policy must be in excess of policy limits of the primary coverage for general liability, automobile liability and employer's liability.

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to City and accepted by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions by submitting a financial statement.

C. Insurance Certificates. An insurance certificate must be furnished by **Consultant to City**. Endorsements showing additional insured where applicable, and waiver of subrogation

must be provided. Each insurance certificate, where applicable, must be endorsed with the following affirmative statement: "Coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice, return receipt requested, has been given to City and to each other additional insured to whom a certificate of insurance has been issued." Written notice for cancellation due to non-payment of premium will be within 10 days.

13. **INDEPENDENT CONTRACTOR:** Consultant shall perform the Services as an independent contractor and shall not be considered an employee, officer, representative or agent of the City. Consultant shall be solely responsible for the payment of all taxes and other amounts due with respect to the compensation paid to the Consultant under this Agreement. Consultant shall be solely responsible all matters relating to the payment of its employees including workers compensation, social security and income tax withholding, and all other regulations governing such matters.
14. **SUBCONTRACTS:** To the extent determined appropriate by City, Consultant may subcontract any portion of the Services to be performed under this Agreement. Consultant shall be responsible for all work products and actions of all subcontractors. Before employing or retaining any such subcontractor, Consultant shall inform City in writing of its decision to employ or otherwise retain any subcontractor and shall obtain City's written approval of such decision. Subcontractors must comply with the same insurance requirements as the Consultant.
15. **SUSPENSION OF WORK:** City may suspend, in writing, all or a portion of the Services. Consultant may request that the Services be suspended by notifying City, in writing, of circumstances that are interfering with the normal progress of work. Consultant may suspend work on Project in the event City does not pay any invoice when due. The time for completion of the work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article.
16. **TERMINATION.** City may terminate all or a portion of the Services covered by this Agreement for its convenience at any time. City or Consultant may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) calendar days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or unfinished documents, maps, studies, work papers and reports prepared by Consultant under this Agreement shall be the sole property of City. Consultant shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.
17. **CONFLICT OF INTEREST:**
  - A. Consultant certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of City, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Consultant or its subcontractors

and that no person associated with Consultant or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.

- B. Should Consultant become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Consultant which were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within one week of becoming aware of the existence of the conflict of interest.
- C. Consultant warrants that Consultant and Consultant's subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for Consultant or its subcontractor(s) to solicit or secure this Agreement and that Consultant and Consultant's subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.
- D. Consultant shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

## 18. OWNERSHIP OF DOCUMENTS:

- A. Consultant agrees that all work product created in connection with the Services shall be the property of the City, and the Consultant hereby assigns to the City all right, title, and interest in and to such work product. Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs, and survey notes developed in connection with the services performed hereunder belong to and remain the property of City. Consultant may retain reproducible copies of such documents. City hereby releases Consultant from all damages, claims, and losses arising out of any use of such original documents by City other than for information and reference in connection with the use, operating and occupancy of the Project by City and others. City further agrees that City will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by City or a wholesale customer of City. Nothing stated herein shall prevent Consultant from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of City is disclosed to such other client or any other party.
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written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The City takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the Consultant is implied.

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**20. AUDITS AND INSPECTORS:**

A. At any time during normal business hours and as often as City may deem necessary, the Consultant shall make available to City and/or employees and representatives of City for examination of its records with respect to all matters covered by this Agreement. It shall also permit City and/or employees and representatives of City to audit, examine, and make copies, excerpts, or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. City's right to audit and inspect Consultant's records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.

B. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by City or any reviewing agencies, and Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

**21. ASSIGNMENT:** This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by City or Consultant without prior written consent of the other Party.

**22. AMENDMENTS:** Any amendment or alteration of this Agreement shall be made in writing and signed by both Parties.

**23. SUCCESSORS:** This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective representatives, agents and successors.

**24. INTEGRATION:** This Agreement constitutes the entire and integrated agreement between the City and Consultant as to those matters contained herein as of its date, and supersedes all prior negotiations, contemporaneous promises, representations, inducements, understandings, and agreements between the parties relating to such subject. No prior oral or

written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

25. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed, administered, and interpreted under the laws of the State of Utah without giving effect to any principles of conflicts of law. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the Utah Fourth District Court in Utah County for any action or proceeding arising out of or relating to this Agreement.
26. **NOTICE:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any notice or demand required or permitted to be given under the terms of this Agreement shall be deemed to have been properly given when the same is in writing and has been delivered personally or deposited in the United States mail, postage pre-paid, return receipt requested, and addressed as follows:

The City: City of Vineyard  
Attn: City Manager  
Vineyard City Hall  
125 S Main Street  
Vineyard, UT 84059

Consultant: CRSA, Inc.  
175 S Main Street, Suite 300  
Salt Lake City, UT 84111

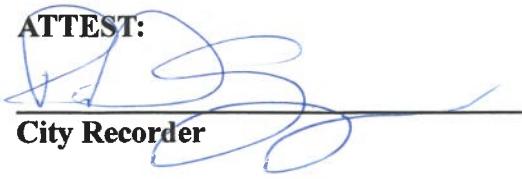
Such addresses may be changed from time to time by either party by giving notice in writing to the other party as provided herein.

27. **CAPTIONS:** All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.
28. **REFERENCES:** All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Section hereof.
29. **INTERPRETATION:** Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**“CITY”**  
**VINEYARD CITY**

**ATTEST:**

  
**City Recorder**

  
**By:** **City Manager** *Ezra Nair*

**“CONSULTANT”**

**By:** Roger Hansen  
Roger Hansen (Mar 16, 2023 12:15 MDT)

**President:** Roger Hansen

**By:** Jr Kelly Gillman

**Treasurer:** J Kelly Gillman

The CRSA Team has included its current standard hourly billing rates, by service type, by firm. The only expenses that are currently anticipated for the proposed services are associated with travel from our offices to Vineyard City. All members of the CRSA team have offices along the Wasatch Front. The CRSA team generally uses the IRS allowable mileage reimbursement rate of 65.5 cents per mile as of 2023. However, upon confirmation of a scope of work we will often wrap travel costs into our total contract to reduce administrative costs.

The percentage of the work that is expected to be performed for Vineyard by each team member will vary depending on the project; however, we have indicated which consultants will work on which services below.

#### BREAKDOWN OF SERVICES BY CONSULTANT

Service	Firm
<b>1: Public Outreach</b>	<i>CRSA, DRS, WCG</i>
<b>2: General Plan Updates</b>	<i>CRSA, DRS, WCG</i>
<b>3: Housing</b>	<i>DRS</i>
<b>4: Neighborhood Planning</b>	<i>CRSA, DRS, WCG</i>
<b>5: Active Transportation</b>	<i>WCG</i>
<b>6: Safety and Security</b>	<i>CRSA, WCG</i>
<b>7: Urban Design</b>	<i>CRSA</i>
<b>8: Site Plan and Development Reviews</b>	<i>CRSA, DRS, WCG</i>
<b>9: Code Updates and Text Amendments</b>	<i>CRSA, DRS</i>
<b>10: Travel Demand and Accessibility Modeling</b>	<i>WCG</i>
<b>11: Mapping and Graphics Production</b>	<i>CRSA, DRS</i>
<b>12: Feasibility Studies and Analysis</b>	<i>CRSA, DRS</i>
<b>13: Corridor and Small Area Plans</b>	<i>CRSA, DRS, WCG</i>

#### HOURLY BILLING RATES

Firm	Name	Rate
CRSA	Kelly Gillman	\$220
CRSA	Cooper Parson	\$100
CRSA	Tyler Adams	\$130
DRS	Ben Levenger	\$180
DRS	Nathan Davis	\$135
DRS	Stephanie Dunlap	\$135
WCG	Jeremy Searle	\$160

ORDINANCE NO. 2024-07

DATE April 24, 2024

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

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

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

NOW, THEREFORE, the City Council ordains as follows:

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

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

3. **Term.** This Franchise is granted for an initial term of thirty (30) years. At the expiration of the initial term, the Franchise shall continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of fifteen (15) years each. The City may terminate the Franchise at the end of the initial term, or at the end of any renewal period, by giving Dominion Energy written notice of the City's intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period.

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

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

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

6. **Compliance with Ordinances--Conflict.** Dominion Energy shall comply with all City ordinances, regulations, and requirements and shall pay all applicable excavation fees

and charges that are or may be prescribed by the City with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements, or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule, or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Dominion Energy, including this Franchise and any lawful revisions made and accepted by Dominion Energy during the term of the Franchise.

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

**7. Information Exchange.** Upon request by either the City or Dominion Energy, as reasonably necessary, Dominion Energy and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City limits,

with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information received by the City from Dominion Energy that contains or relates to Dominion Energy's confidential or proprietary information, including but not limited to information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

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

state funds; however, the City shall ensure that receipt of compensation from federal or state sources shall not restrict or otherwise obligate Dominion Energy's ownership of the Facilities in any way.

Notwithstanding the preceding paragraph, Dominion Energy shall not be responsible for any costs associated with an authorized City project that are not attributable to Dominion Energy's Facilities in the Streets. Further, all such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized City project.

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

**10. Indemnification.** Dominion Energy shall indemnify, defend, and hold the City, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions, and proceedings arising from the exercise by Dominion Energy of

its rights under this Franchise, including its operations within City limits, and Dominion Energy shall pay the reasonable cost of defense plus the City's reasonable attorney fees. Notwithstanding any provision to the contrary, Dominion Energy shall not be obligated to indemnify, defend or hold the City harmless to the extent that any underlying claim, demand, lien, liability, damage, action, and proceeding arises out of or in connection with any act or omission of the City or any of its agents, officers or employees.

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

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

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

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

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

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

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

Vineyard City

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

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

Council member

**Voting Outcome**  
Council member \_\_\_\_\_

Yes      No

\_\_\_\_\_    \_\_\_\_\_

Council member \_\_\_\_\_  
Council member \_\_\_\_\_  
Council member \_\_\_\_\_  
Council member \_\_\_\_\_

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**QUESTAR GAS COMPANY dba  
DOMINION ENERGY UTAH**

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

## **CITY ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ )

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

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## Notary Public

My Commission Expires:

Residing at:

## DOMINION ENERGY ACKNOWLEDGMENT

**STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE)**

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

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## Notary Public

## My Commission Expires:

Residing at:



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** April 24, 2024

**Agenda Item:** **Discussion and Action - Municipal Code Title 3 Amendments (Ordinance 2024-05)**

City Attorney Jayme Blakesley will present recommended amendments to the Municipal Code Title 3 Meeting Procedures. The mayor and City Council will vote to adopt (or deny) this request by ordinance.

**Department:** City Attorney

**Presenter:** Jayme Blakesley

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### **Background/Discussion:**

#### 1. BACKGROUND:

Title 3 of the Vineyard Municipal Code, which outlines Municipal Procedures, has been reviewed and discussed during a work session to ensure current practices align with statutory requirements and to enhance transparency, accountability, and efficiency within city governance.

This comprehensive revision addresses multiple sections including meeting regulations, electronic meeting provisions, and official communications.

#### 2. PROPOSAL OVERVIEW:

The proposed revisions aim to update and clarify procedures related to:

- Regular, Special, and Emergency Meetings (Sections 3.02, 3.10): Modifications to time, location, and emergency protocols.
- Public Meetings; Closed Sessions; Records and Publication (Section 3.03): Enhancing transparency and compliance with the Utah Open and Public Meetings Act.
- Procedure and Conduct (Section 3.04): Establishing detailed procedural rules for City Council meetings to promote orderly conduct and equitable participation.
- Electronic Meetings (Section 3.08): Defining terms and setting requirements for electronic meetings to accommodate modern needs while maintaining public accessibility.
- Official Communications (Section 3.12): Authorizing the Mayor to make formal communications and establishing requirements for providing copies of such communication to the City Council and the City Recorder for transparency, documentation, and record keeping.

#### 3. JUSTIFICATION:

**Enhanced Governance:** These amendments will streamline municipal operations and ensure procedures are consistent with best practices and legal standards.

**Increased Transparency:** By formalizing meeting procedures and communication strategies, these changes aim to enhance public trust and engagement.

**Regulatory Compliance:** Updates will ensure compliance with state laws, particularly the Utah Open and Public Meetings Act and the Utah Government Records Access and Management Act (GRAMA).

#### **4. IMPACT ON CURRENT OPERATIONS:**

**City Council and Mayor:** Clarification of roles and procedural rules will aid in decision-making processes and enhance the efficiency of meetings.

**City Recorder:** Responsibilities will expand to include more detailed record-keeping and management of electronic meetings.

**Public Accessibility:** Improved regulations around electronic meetings and communications will facilitate greater public participation and oversight.

#### **5. SPECIFIC AMENDMENTS:**

**Meeting Procedures (Sections 3.02, 3.10):** Regular meetings are to be held twice a month with provisions for special and emergency meetings defined to handle urgent matters promptly.

**Public Meetings Compliance (Section 3.03):** All meetings to follow strict public notice and recording rules as per state legislation.

**Conduct at Meetings (Section 3.04):** Formalizing agenda formation, public comments, council discussions, and reporting to ensure structured and fair meetings.

**Electronic Meeting Protocols (Section 3.08):** Establishment of criteria and procedures for conducting electronic meetings, ensuring accessibility and compliance during situations that prevent physical gatherings.

**Formal Official Communications (Section 3.12):** Definitions and processes for the Mayor's communications to ensure documentation and public access to these records.

#### **Fiscal Impact:**

#### **Recommendation:**

#### **6.. RECOMMENDATIONS:**

The City Attorney's Office recommends the City Council:

Approve the proposed revisions to Title 3 of the Vineyard Municipal Code as outlined. Direct the implementation of these procedures immediately upon approval, with a review scheduled after one year to assess the impact and determine if further adjustments are needed.

#### **7. CONCLUSION:**

The comprehensive revision of Title 3 is intended to refine the City's procedural code to enhance clarity, increase transparency, and improve operational efficiency. These changes will support the City Council and Mayor in carrying out their duties effectively.

#### **Sample Motion:**

"I move to adopt. Ordinance 2024-05 as presented."

**Attachments:**

1. Ord\_2024-05

**VINEYARD  
ORDINANCE 2024-05**

**AN ORDINANCE OF THE CITY COUNCIL OF VINEYARD CITY, STATE OF UTAH, AMENDING TITLE 3 ESTABLISHING RULES OF ORDER AND PROCEDURE FOR CITY COUNCIL MEETINGS, PUBLIC COMMENT, COUNCIL DISCUSSION, COUNCIL REPORTS, PUBLIC HEARINGS, REQUESTS FOR INFORMATION FROM STAFF BY MEMBERS OF THE CITY COUNCIL, PARAMETERS FOR COUNCIL-STAFF INTERACTIONS; ESTABLISHING ADDITIONAL PROCEDURES CONSISTENT WITH UTAH CODE SECTION 10-3-502; PROVIDING FOR THE REGULATION OF THE TIME, NOTICE, AND PURPOSES FOR WHICH SPECIAL MEETINGS MAY BE CALLED; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Vineyard City Council recognizes the need for orderly and efficient conduct of its meetings to effectively govern and address the needs of the community; and

**WHEREAS**, establishing clear rules of order and procedure for City Council meetings, public comment, council discussion, council reports, public hearings, requests for information, and interactions between council members and city staff will respect limitations on city resources, enhance transparency, public participation, and effective decision-making.

**WHEREAS**, Utah Code Section 10-3-502 provides that any two city council members may call special meetings of the city council provided they follow the procedures contained in the statute; and

**WHEREAS**, it is the intent of the City Council to establish such additional procedures to ensure that special meetings are called in a manner that respects the time and obligations of all council members and the public, while ensuring the efficient and effective governance of the city;

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

**SECTION 1: ADOPTION** “3.01 Applicability” of the Vineyard Municipal Code is hereby *added* as follows:

**ADOPTION**

3.01 Applicability(*Added*)

This ordinance shall apply to all meetings of the City Council, including regular, special, and emergency meetings, as defined by state law and city ordinances.

**SECTION 2:**        **ADOPTION** “3.02 Regular Meetings” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

3.02 Regular Meetings(*Added*)

**SECTION 3:**        **ADOPTION** “3.02.010 Time, Place; Exceptions” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

3.02.010 Time, Place; Exceptions(*Added*)

Except as may be adjusted according to the procedures contained in this chapter, the city council shall hold two (2) regular meeting(s) on the second and fourth Wednesdays of each month at the offices of the municipality, which meeting(s) shall begin promptly at 6 o'clock PM provided that:

- A. If the meeting date is a legal holiday, then the meeting shall be canceled; and
- B. The city council may by resolution provide for a different time and place for holding regular meetings of the governing body.

**SECTION 4:**        **ADOPTION** “3.03 Public Meetings; Closed Sessions; Records And Publications” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

3.03 Public Meetings; Closed Sessions; Records And Publications(*Added*)

**SECTION 5:**        **ADOPTION** “3.03.010 Public Meetings; Closed Sessions; Records And Publications;” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

3.03.010 Public Meetings; Closed Sessions; Records And Publicationss;(Added)

All meetings of the Vineyard City Council shall be noticed, held, conducted, and recorded in accordance with the provisions of Utah Code Annotated §§ 10-3-601 and 52-4-101 et seq.

**SECTION 6:** **ADOPTION** “3.04.010 Rules Of Order” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

3.04.010 Rules Of Order(Added)

Except as is required by state law or modified by municipal ordinance, all meetings of the City Council shall be conducted in accordance with the last published version of Roberts Rules of Order.

**SECTION 7:** **AMENDMENT** “3.04.020 Time, Place; Exceptioins” of the Vineyard Municipal Code is hereby *amended* as follows:

## AMENDMENT

3.04.020 ~~Time, Place; Exceptioins~~Formation of the Agenda

~~The city council shall hold 2 regular meeting(s) which shall be held on the second and fourth Wednesdays of each month at the offices of the municipality, which meeting(s) shall begin promptly at 6 o'clock PM provided that:~~

- ~~A. If the meeting date is a legal holiday, then the meeting shall be canceled.~~
- ~~B. The city council may by resolution provide for a different time and place for holding regular meetings of the governing body.~~
- C.
- A. Agenda Established by the Mayor In accordance with State law, the Mayor is the chair of the Council, presides at council meetings, and is responsible for establishing the agenda for all City Council meetings. In doing so, the Mayor shall consider the city's needs, pending business, and any timely matters requiring Council attention. The agenda shall be prepared in consultation with the City Manager and City Recorder to ensure it reflects ongoing city operations and priorities.

B. Council Member Requests Any two council members may request that an item be placed on the agenda for a forthcoming City Council meeting. Such requests must be submitted in writing to the Mayor and the City Recorder at least seven (7) calendar days before the scheduled meeting to allow for adequate preparation and public notice. The request must include a brief description of the item and the reason for its inclusion.

C. Inclusion of Requested Items Items requested by any two council members for inclusion on the agenda must be placed on the agenda unless deemed legally or procedurally inappropriate for City Council consideration. In such cases, the mayor shall provide a written explanation to the requesting council members within three (3) days of the submission, detailing the reasons for the exclusion, and, if the two requesting council members desire, the proposed agenda item shall be brought to the council at its next regular meeting for a vote on whether to add the item to a future agenda.

1. Legally inappropriate refers to items or actions that are beyond the authority of the city council or repugnant to local, state, or federal laws.
2. Procedurally inappropriate refers to items or actions that fail to adhere to the rules, norms, or standards that govern how the city council operates.

D. Agenda Publication The agenda, including items requested by council members, shall be published and made available to the public in accordance with the requirements of state law.

E. Adjustments to the Agenda Except for items placed on the agenda by two or more council members following this procedures outlined in this section, the mayor, or the City Council by majority vote, may make adjustments to the published agenda, including the re-ordering of the agenda or removal of items overtaken by events, provided such changes comply with legal requirements and the principles of transparency and public participation.

**SECTION 8:                   ADOPTION** “3.04.030 Public Comment” of the Vineyard Municipal Code is hereby *added* as follows:

**ADOPTION**

**3.04.030 Public Comment***(Added)*

- A. A designated period for public comment shall be included on the agenda or every regular City Council meeting for which the agenda includes a business item.
- B. Members of the public wishing to speak must sign up before the meeting begins, providing their name and the topic they wish to discuss.

- C. During a period designated for public comment, the mayor or chair may allot each speaker a maximum amount of time to present their comments, subject to extension by the mayor or by a majority vote of the council. Speakers offering duplicate comments may be limited.
- D. The Chair of the meeting reserves the right to organize public comments by topic and may group speakers accordingly.

**SECTION 9:           ADOPTION** “3.04.040 Council Discussion” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

### 3.04.040 Council Discussion(*Added*)

- A. Orderly Discussion Encouraged Following presentation of an item on the agenda and public comment/hearing, when applicable, council members may engage in discussion regarding items on the agenda. Discussion shall be conducted in a civil and orderly manner, with council members speaking only after being recognized by the Chair.
- B. Discussion Limited to Matter under Discussion Council members must confine their remarks to the matter under discussion.
- C. Equitable Participation To ensure balanced participation, each council member wishing to speak on an agenda item must be recognized by the chair before proceeding. All council members have the right to speak, but the chair may limit time for initial discussion by each council member to present their views or questions on each agenda item to prevent duplication or monopolization of the discussion
- D. Rotation of Speaking Order The chair shall rotate the order in which council members are recognized to speak, ensuring that all members have an equal opportunity to contribute early in the discussion of each agenda item.
- E. Additional Rounds of Discussion: If a council member wishes to speak again on the same item, they may do so after all other members have had the opportunity to speak, time permitting. The chair may limit the time for additional rounds of discussion to maintain focused and efficient meetings.
- F. Moderation by the Chair The chair is responsible for enforcing these discussion rules and ensuring that no single member dominates the conversation. The chair may remind members of discussion time limits and rotate speaking opportunities to foster a collaborative and respectful dialogue.

- G. Use of a Speaking Queue To facilitate orderly and fair discussion, the chair may establish a speaking queue for council members to signal their desire to speak on an agenda item. The chair will recognize members in the order they signal their intent, subject to the rotation and time limit rules.
- H. Point of Order for Equitable Participation Any council member may raise a "point of order" if they believe the discussion rules are not being followed, particularly regarding equitable participation. The chair must immediately address the point of order by reviewing the speaking order and time allocations, making any necessary adjustments to comply with these rules.

**SECTION 10: ADOPTION** “3.04.050 Council Reports” of the Vineyard Municipal Code is hereby *added* as follows:

**ADOPTION**

**3.04.050 Council Reports(*Added*)**

Council members may provide reports on committees, liaison assignments, and other relevant activities during a designated portion of every regular city council the meeting. Reports should be concise and focused on matters of public interest or council business.

**SECTION 11: ADOPTION** “3.04.060 Public Hearings” of the Vineyard Municipal Code is hereby *added* as follows:

**ADOPTION**

**3.04.060 Public Hearings(*Added*)**

- A. Public hearings required by law or deemed necessary by the City Council shall be scheduled and conducted in accordance with state law and city ordinances.
- B. Notice of public hearings shall be provided as required by law, with details on the purpose, time, and location of the hearing.
- C. Procedures for public comment shall apply to public hearings, with modifications as necessary to accommodate legal requirements and the nature of the hearing.

**SECTION 12:           ADOPTION** “3.04.070 Requests For Records From Staff” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

3.04.070 Requests For Records From Staff(*Added*)

**A. Council Members May Request Records** Council members may request records from city staff to aid in decision-making, oversight, and the performance of their official duties. Such requests shall be directed to the City Recorder, City Manager or a designated staff member through official channels. Responses shall be provided in accordance with the Government Records Access and Management Act (UCC 63G-2-101 et seq.) ("GRAMA")

**B. Limitations on Information Requests**

1. To ensure the efficient operation of city services and prevent undue burden on staff resources, individual council members shall not submit more than two (2) significant requests for information at any one time without approval from the City Council or a designated committee. Significant request means any request requiring staff time or resources exceeding three (3) hours of staff time or involving the compilation of data from multiple sources.
2. Any member of city council wishing to make more than two (2) significant requests must have the additional request approved by the mayor and City Manager, or a majority vote of the City Council. This is to ensure that extensive information gathering is aligned with the Council's priorities and does not detract from city operations.
3. The City Recorder, City Manager, or their designee may request clarification or modification of any request deemed overly broad, unclear, or excessively burdensome, and may propose an alternative approach to satisfy the information need in a less resource-intensive manner.

**C. Response Time and Format**

1. Staff shall respond to information requests in accordance with GRAMA. If more than ten (10) business days are required to respond to a request, the City Recorder shall communicate the expected timeline for response to the requesting council member.
2. Responses to information requests may be provided in written, oral, or electronic format, as deemed appropriate by the City Recorder, City Manager, or the staff member fulfilling the request, taking into consideration the request's scope and the most effective means of communication.

**D. Adherence to Records Laws** If a request is for records that include private, protected, or controlled information, the City Recorder, City Manager, or designated staff, in

consultation with the City Attorney, shall respond as required by GRAMA.

E. Annual Review of Information Requests The City Manager shall compile an annual report summarizing the nature and scope of significant information requests received, the resources required to fulfill these requests, and any issues encountered. This report will be presented to the City Council for review and consideration in the adjustment of these limitations, if necessary.

F. Respect for City Resources To ensure the availability of city resources for core municipal priorities or services, the City Manager may prioritize requests based on urgency, legal requirements, and resource availability. Requests that relate to upcoming business of the city council or that have strong support from the community, stakeholders, or key decision-makers may be given priority due to the broader interest or impact.

**SECTION 13:           ADOPTION** “3.04.080 Parameters For Council-Staff Interactions” of the Vineyard Municipal Code is hereby *added* as follows:

**A D O P T I O N**

3.04.080 Parameters For Council-Staff Interactions(*Added*)

A. General Principles Council members shall interact with city staff through established protocols by directing inquiries and requests for action to the City Manager or appropriate department head. This ensures a structured and efficient flow of communication and task delegation within city operations. All interactions between council members and city staff shall be communicated to the Mayor or City Manager as appropriate and conducted in a professional, respectful manner, recognizing the distinct roles each plays in the governance and administration of the city.

B. Limitations on Directives to Staff: Council members shall refrain from giving direct orders to individual staff members, except as provided by law or in the scope of their official capacities. Operational tasks and directives should be communicated through the City Manager to maintain organizational structure and respect the chain of command. Requests for action or investigation by council members that involve significant staff time, resources, or deviation from planned work must be communicated to the City Council and approved by the Mayor and City Manager, or brought before the City Council and approved by a majority vote. This procedure ensures that such requests align with overall city priorities and resource capabilities.

- C. Protection from Undue Influence City staff shall be protected from undue pressure or influence in the performance of their duties. Any attempts by council members to coerce or unduly influence staff decisions or actions that contravene professional standards, city policies, or ethical guidelines will be subject to review and possible action by the City Council or appropriate oversight body. The City Manager shall establish a confidential process for staff to report concerns about inappropriate interactions or directives from council members, ensuring these concerns can be addressed without fear of retaliation.
- D. Training and Education The city shall provide regular training sessions for both council members and staff on effective communication, the roles and responsibilities of council members and staff, and strategies for maintaining professional relationships within city governance.
- E. Review and Monitoring The City Manager, in collaboration with the Human Resources Department, shall monitor council-staff interactions and provide periodic reports to the City Council. These reports should highlight any systemic issues, trends in requests that strain resources, and recommendations for improving the effectiveness of council-staff interactions. Based on these reports, the City Council may consider adjustments to policies governing council-staff interactions to ensure they remain constructive, respectful, and in the best interest of efficient city governance.

**SECTION 14: AMENDMENT “3.08.020 Electronic Meeting Requirements”**  
of the Vineyard Municipal Code is hereby *amended* as follows:

## AMENDMENT

### 3.08.020 Electronic Meeting Requirements

- A. Electronic Meeting Requirements. No meeting of a public body of the 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 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 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 and Chair of the meeting are~~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. Notice of the electronic meeting has been given as provided herein.

B. Notice of Electronic Meetings. The 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 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 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 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.

**E. Emergency Meetings without an Anchor Location**

1. A public body may convene and conduct an electronic meeting without an anchor location if the chair of the public body:

  - a. 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;
  - b. states in the written determination described in (A)(1) of this section, the facts upon which the determination is based;
  - c. 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
  - d. includes in the public notice information on how a member of the public may view or make a comment at the meeting.
2. 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.

3. 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 15: AMENDMENT** “3.08.030 Emergency Meetings” of the Vineyard Municipal Code is hereby *amended* as follows:

#### AMENDMENT

3.08.030 ~~Emergency Meetings~~This sections if being moved to 3.10

- 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 16: ADOPTION** “3.10 Special And Emergency Meetings” of the Vineyard Municipal Code is hereby *added* as follows:

#### ADOPTION

3.10 Special And Emergency Meetings(*Added*)

**SECTION 17:           ADOPTION** “3.10.010 Definitions” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

3.10.010 Definitions(*Added*)

For the purposes of this ordinance, the following terms shall have the meanings ascribed to them: "Business Day" means any day except Saturday, Sunday, and any federal or state holiday. "Emergency Meeting" means a meeting called to address an issue that poses a clear and immediate danger to the health, welfare, or safety of the public, or a critical necessity to protect the public interests, which cannot be delayed until a regularly scheduled meeting or a special meeting can be called. "Special Meeting" means a meeting called by any two city council members as provided for under Utah Code Section 10-3-502 and under the provisions of this ordinance.

**SECTION 18:           ADOPTION** “3.10.020 Special Meetings” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

3.10.020 Special Meetings(*Added*)

- A. No Special Meetings on Weekends or Holidays Special meetings may not be called to convene on weekends (Saturday and Sunday) or on federal or state holidays, except in cases of emergency involving public health, safety, or welfare that require immediate action, or when called by consent of the majority of the members of the city council.
- B. Notice Requirements for Special Meetings Unless impractical, notice for a special meeting must be given at least seven (7) calendar days in advance of the meeting, excluding weekends and federal or state holidays. Such notice must be provided to all council members and made publicly available in accordance with state law. The notice for a special meeting must clearly state the purpose of the meeting, and that no business other than that specified in the notice may be transacted at such meeting. Unless a majority of the members of the city council have signed the order calling for a special meeting, the notice for a special meeting must state that without a quorum no action shall be taken.

- C. Statement of Necessity Any two council members calling a special meeting must provide a written statement in the order convening the meeting and in the public notice for the meeting specifying the reasons why the meeting is necessary and why the business cannot be delayed until the next regular meeting.
- D. Limitations on Frequency No more than two (2) special meetings may be ordered by the Mayor or any one member of the City Council within any calendar year, except in cases of declared emergencies that fall under the provisions outlined in Section 3.10.030 (Emergency Meetings). This limitation is designed to ensure that the provision for special meetings is utilized judiciously and only when necessary to address matters that cannot reasonably wait until the next regular meeting. Special meetings ordered by a majority of Council members can be called without limitation.
- E. Prevention of Duplication Prior to ordering a special meeting, the requesting council members must provide a written declaration to the City Recorder that the subject matter of the proposed meeting has not been addressed in a regular or special meeting within the preceding year. Unless there is a significant change in the circumstances or new information has emerged that necessitates further deliberation, a special meeting may not be ordered for a subject matter that has been addressed in a regular or special meeting within the preceding year. The City Clerk shall maintain a register of all special and emergency meetings called, including the dates and topics discussed, to assist in enforcing this provision and ensuring compliance.
- F. Review Process for Special Meeting Requests Upon receipt of a request for a special meeting, the City Recorder, in consultation with the City Attorney, shall review the request to ensure it complies with the frequency and duplication limitations set forth in this ordinance. If a request does not comply, the City Recorder shall notify the requesting council members in writing, detailing the reasons for non-compliance and advising on the next steps.
- G. Appeal Process Council members whose request for a special meeting has been denied due to frequency or duplication limitations may appeal the decision to the full City Council at the next regular meeting. The appeal must be submitted in writing at least five (5) business days before the regular meeting. The City Council may, by a majority vote, override the decision and add the subjects of the special meeting to a future regular meeting or authorize the calling of the special meeting if it finds that the issues to be addressed are of urgent public importance and cannot be postponed.

**SECTION 19:                   ADOPTION** “3.10.030 Emergency Meetings” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

3.10.030 Emergency Meetings(*Added*)

- A. Emergency Meetings Permitted Notwithstanding the restrictions placed on the calling of special meetings in Sections 3.10-040, an "Emergency Meeting" may be called in accordance with Utah Code Section 52-4-202, when a matter of urgent public importance requiring immediate action by the City Council arises.
- B. Notice Required for Emergency Meetings The person or persons calling an emergency meeting must notify all members of the City Council and the public as soon as practically possible of the time, place, and topics to be considered. The notice must include a description of the emergency necessitating the meeting. Every effort must be made to provide notice of an emergency meeting to the public by the most expedient means available, including but not limited to, posting on the city's official website, and through any available public announcement systems.
- C. Limitations on Emergency Meetings During an emergency meeting, the City Council may only discuss and take action on the emergency issue(s) for which the meeting was called. A detailed explanation of the emergency and the necessity for calling the emergency meeting must be included in the minutes of the meeting.
- D. Transparency The City Council is encouraged to conduct emergency meetings with the highest degree of transparency possible under the circumstances. Whenever feasible, provisions should be made to allow public attendance and observation of the meeting.

**SECTION 20:            ADOPTION** “3.12 Official Communications” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

3.12 Official Communications(*Added*)

**SECTION 21:            ADOPTION** “3.12.010 Authorization” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

3.12.010 Authorization(*Added*)

- A. Within the authority and according to the procedures established by statute and ordinance, the Mayor is hereby authorized to make formal official communications pertaining to the administration and operations of the city within her capacity as the

chief executive officer.

B. For the purposes of this section, “formal official communications” shall include communications written on official city letterhead, signed agreements, executive orders, and proclamations made by the Mayor in the execution of his or her official duties.

**SECTION 22:                   ADOPTION** “3.12.020 Notice Of City Council; Documentation And Record Keeping” of the Vineyard Municipal Code is hereby *added* as follows:

## ADOPTION

3.12.020 Notice Of City Council; Documentation And Record Keeping(*Added*)

- A. A copy of each formal official communication made by the Mayor shall be documented and submitted to the members of the City Council and the City Recorder no later than five (5) business days after the date of communication.
- B. The City Recorder shall be responsible for maintaining these records in a secure and systematic manner according to the current city records management policy and the requirements of state law.
- C. The records of the Mayor’s formal official communications shall be considered public records and shall be accessible to the public, subject to any restrictions as provided by law.

**SECTION 23: REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**SECTION 24: 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 25: EFFECTIVE DATE** This Ordinance shall be in full force and effect from March 127, 2024 and after the required approval and publication according to law.

**SECTION 26: ENFORCEMENT AND COMPLIANCE** The mayor is hereby directed to take all steps necessary to enforce the provisions of this ordinance. Any violation of this ordinance by a council member shall be subject to review and possible sanction by the City Council, consistent with the city's policies and procedures and applicable law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Mayor Julie Fullmer	_____	_____	_____	_____
Sara Cameron	_____	_____	_____	_____
Jacob Holdaway	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Presiding Officer		Attest		

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Julie Fullmer, Mayor, Vineyard

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Pamela Spencer, City Recorder,  
Vineyard



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** April 24, 2024

**Agenda Item:** Fire Station Purchase Approval

**Department:** Community Development Department

**Presenter:** Morgan Brim

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### **Background/Discussion:**

Vineyard City is currently under contract with Orem City to provide a physical fire station within Vineyard City limits. Last year, several options were analyzed, which included the Vineyard Public Works Yard; East Geneva near 1200 North and Mill Road intersection; behind the Megaplex Theater in the Forge project area along Geneva Road; and the current City Office building. Longterm, the city will move forward with a permanent location in one of these four locations. During the process, Vineyard staff met with Orem City staff and their fire department officials to seek cost-effective alternatives. One option included contracting with an existing home builder to construct a residential home that could support fire operations.

Vineyard worked with Home Center Construction (Homesteads developer) and CRSA Architects to analyze if this was a viable option. It was determined that the cost would be significantly lower with a residential option and the construction timeline is faster, 10–12 months. This proposal includes the consolidation of two existing parcels, 6543 and 6544 of the Cottonwoods Phase 5 subdivision plat (Addressed: 72 S. and 62 S. Keaki Wood Road).

### **Fiscal Impact:**

The cost to purchase the land and construct the facility is projected to be \$1,495,940. However, the City has a budgeted amount of approximately \$1,700,000 and therefore recommends approval of the full budgeted amount to cover additional costs like equipment and upgrades the fire officials may require.

### **Recommendation:**

Staff recommends approval to permit the City Manager to enter into a contract with Home Center Construction and Orem City to purchase land and construct a residential fire station facility.

### **Sample Motion:**

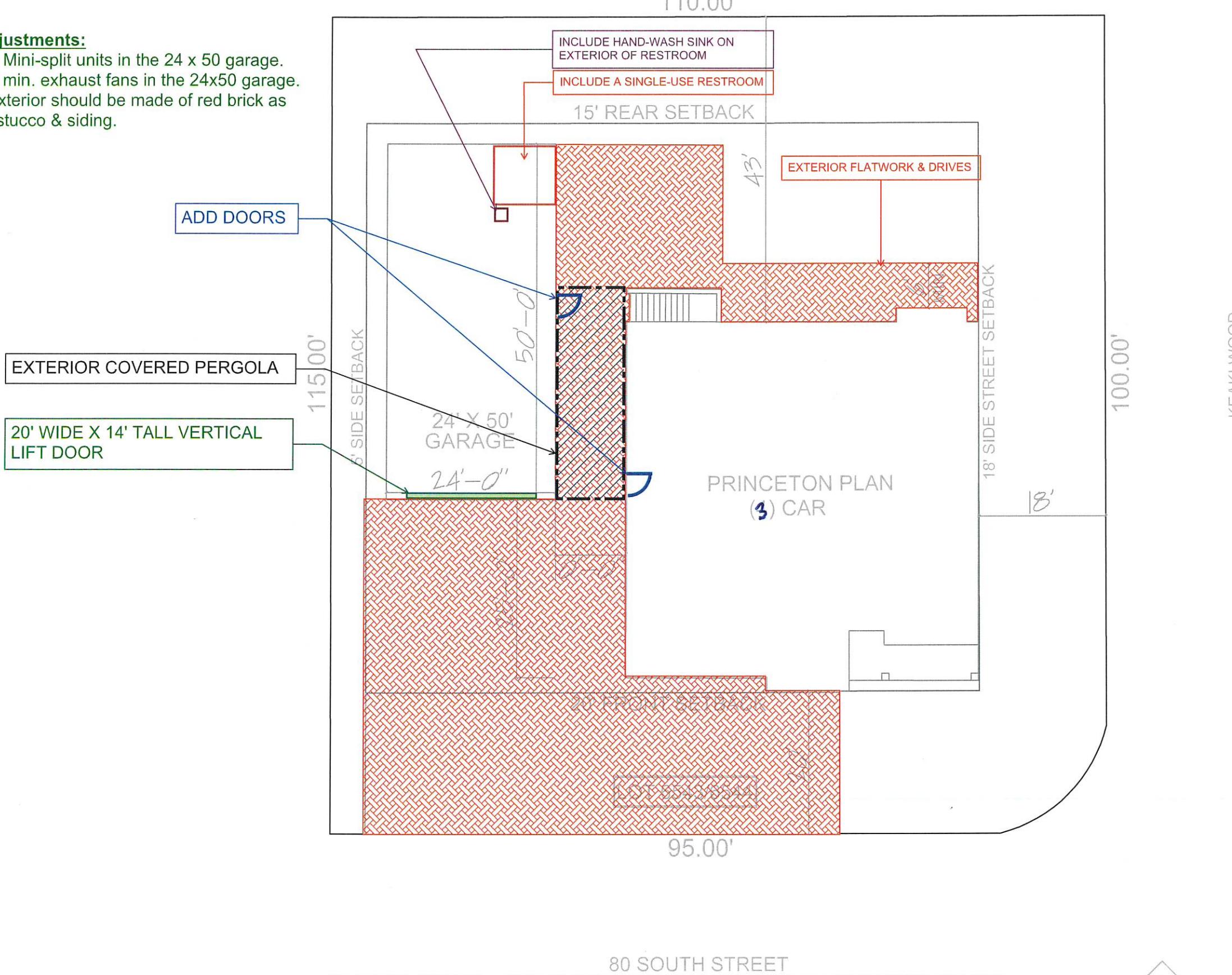
"I move to permit the City Manager to enter into a contract with Home Center Construction and Orem City to purchase land and construct a residential fire station facility not to exceed \$1,700,000."

### **Attachments:**

1. SITE PLAN - EXHIBIT A
2. FIRE STATION COST ANALYSIS - EXHIBIT B

**General Adjustments:**

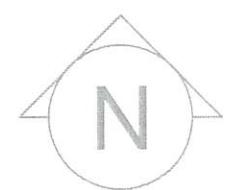
- Include (2) Mini-split units in the 24 x 50 garage.
- Include (2) min. exhaust fans in the 24x50 garage.
- All of the exterior should be made of red brick as opposed to stucco & siding.

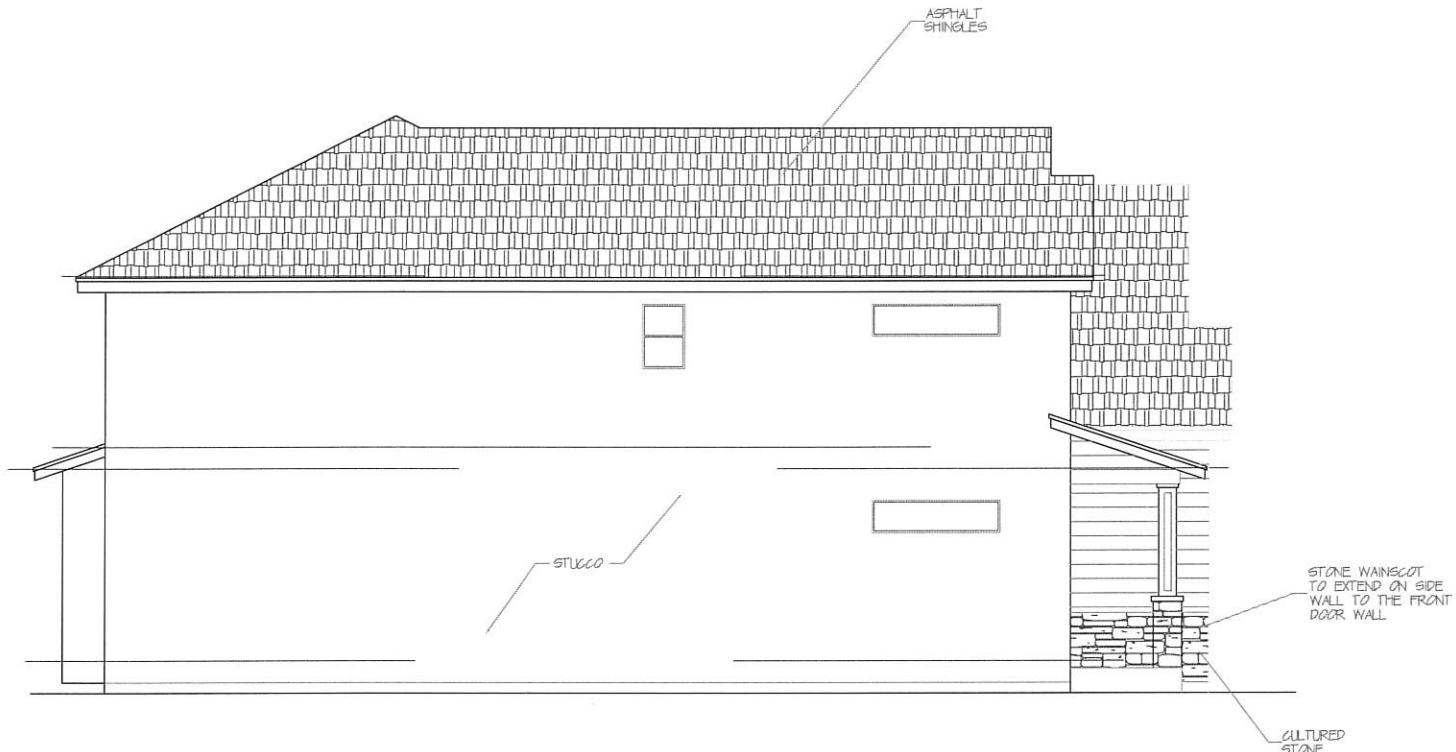


PLOT PLAN

LOT 6543 AND 6544 COMBINED THE COTTONWOODS  
VINEYARD, UTAH

N.T.S.





NOTE:  
PSI TEST SHOWING A BEARING CAPACITY OF 1000PSI (MIN) TO BE PROVIDED PRIOR TO FOOTING INSPECTION. TEST TO BE SIGNED BY SOILS REPORT ENGINEER.

G4 EDA Home Design 2017\Judders\Vincentcenter Construction\Pettit Log\Home Center Const Log F.jpg

(801)569-2346

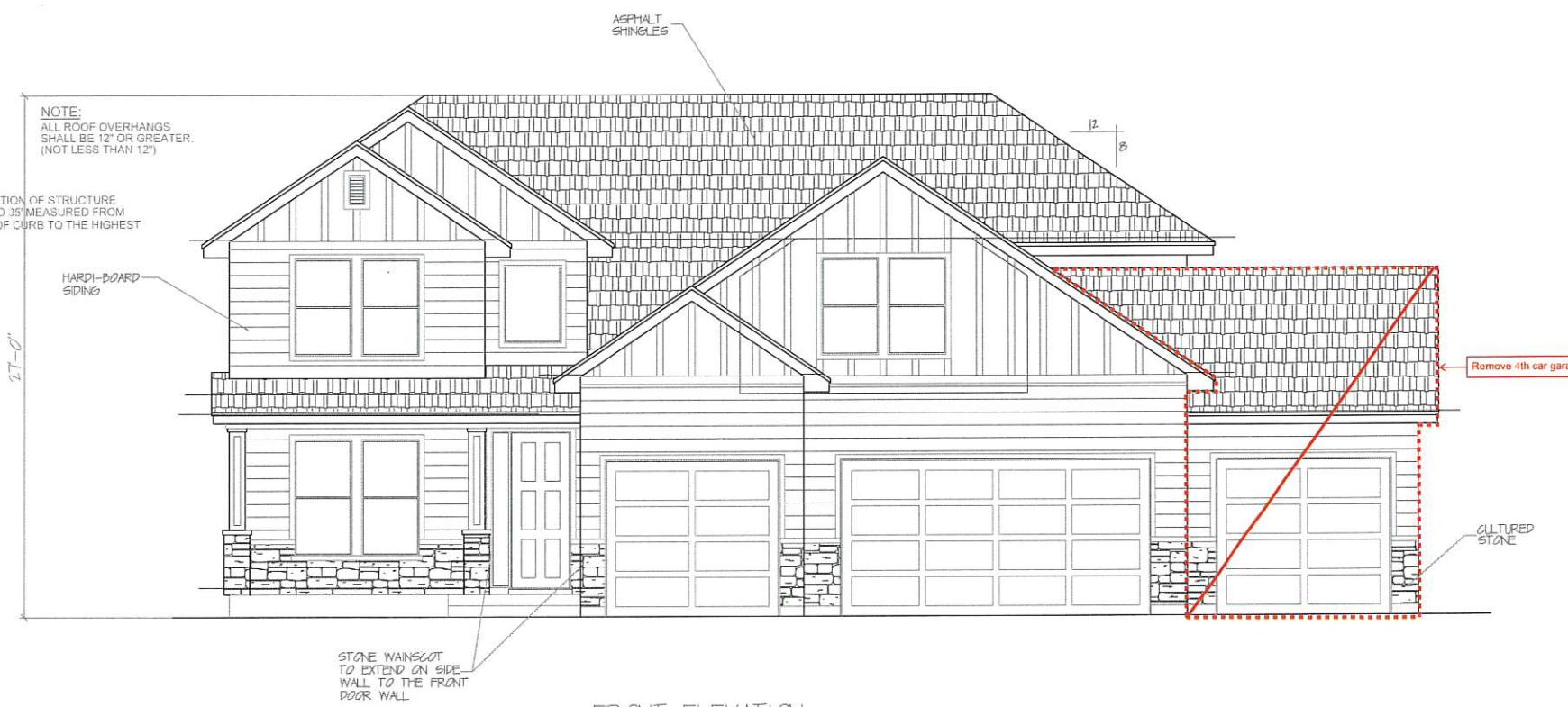
DRAWING INDEX	
SHEET 1	FRONT AND LEFT SIDE ELEVATIONS
SHEET 2	REAR AND RIGHT SIDE ELEVATIONS
SHEET 3	FOUNDATION PLAN
SHEET 4	MAIN FLOOR PLAN
SHEET 5	UPPER FLOOR PLAN
SHEET 6	MAIN FLOOR FRAMING PLAN
SHEET 7	UPPER FLOOR FRAMING PLAN
SHEET 8	RCOP FRAMING PLAN
SHEET 9	ELCTRICAL PLANS
SHEET 10	FINISHED BASEMENT PLAN
SHEET M-1	STANDARD NOTES AND CROSS SECTION
SHEET S-01	ENGINEERING DETAILS
SHEET S-02	ENGINEERING DETAILS
SHEET S-03	ENGINEERING NOTES

2020 UPDATED PLAN

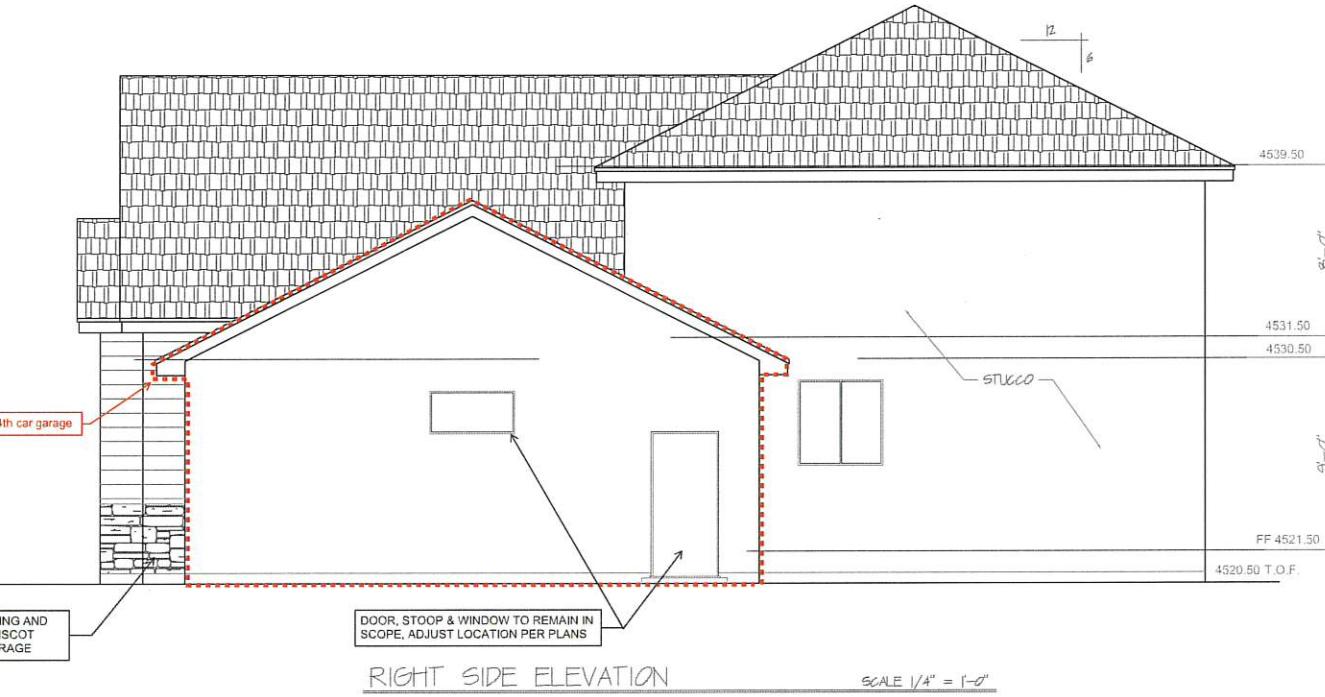
PRINCETON PLAN M-2960

LOT 7912 THE SYCAMORES  
VINEYARD, UTAH

**ELEVATION NOTES**  
ALL EXCAVATION AND LANDSCAPE WORK SHALL BE COORDINATED THROUGH THE HOME OWNER AND CONTRACTOR. ANY REQUIRED ENGINEERING OR SURVEYING COSTS ARE THE RESPONSIBILITY OF THE CONTRACTOR/HOMEOWNER.  
ASPHALT SHINGLE, CLAY AND CONCRETE TILE, METAL SHINGLE, MINERAL SURFACE, ROLL ROOFING, SLATE AND SLATE-TYPE SHINGLE, WOOD SHINGLE, AND WOOD SHAKE ROOF MATERIALS REQUIRE AN ICE BARRIER THAT EXTENDS FROM THE EDGE OF THE EAVES TO A POINT NOT LESS THAN 24 INCHES INSIDE THE EXTERIOR WALL LINE OF THE BUILDING. IRC R905  
PROVIDE CROSS VENTILATION FOR ENCLOSED ATTICS AND SPACES BETWEEN RAFTERS FOR EACH SEPARATE SPACE. VENTILATING OPENINGS SHALL BE PROTECTED AGAINST THE ENTRANCE OF RAIN OR SNOW. THE TOTAL NET FREE VENTILATING AREA SHALL NOT BE LESS THAN 1 TO 150 OF THE AREA OF THE SPACE VENTILATED. THIS MAY BE REDUCED TO NOT LESS THAN 1 TO 300 IF: (1) OPENINGS ARE PROVIDED IN THE UPPER AND LOWER PORTIONS OF THE VENTILATED SPACE, OR (2) A 1 PERM VAPOR BARRIER IS INSTALLED ON THE WARM SIDE OF THE CEILING. IRC R805  
EXTERIOR SIDING SHALL COMPLY WITH R703.3.  
INSPECTIONS ARE REQUIRED FOR ALL STUCCO AND EIFS SYSTEMS. A PRODUCT SPECIFICATIONS AND ICBO EVALUATION REPORT (OR EQUAL) IS REQUIRED FOR ANY STUCCO OR EIFS SYSTEM USED. IRC R109.1.5



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SHEET	



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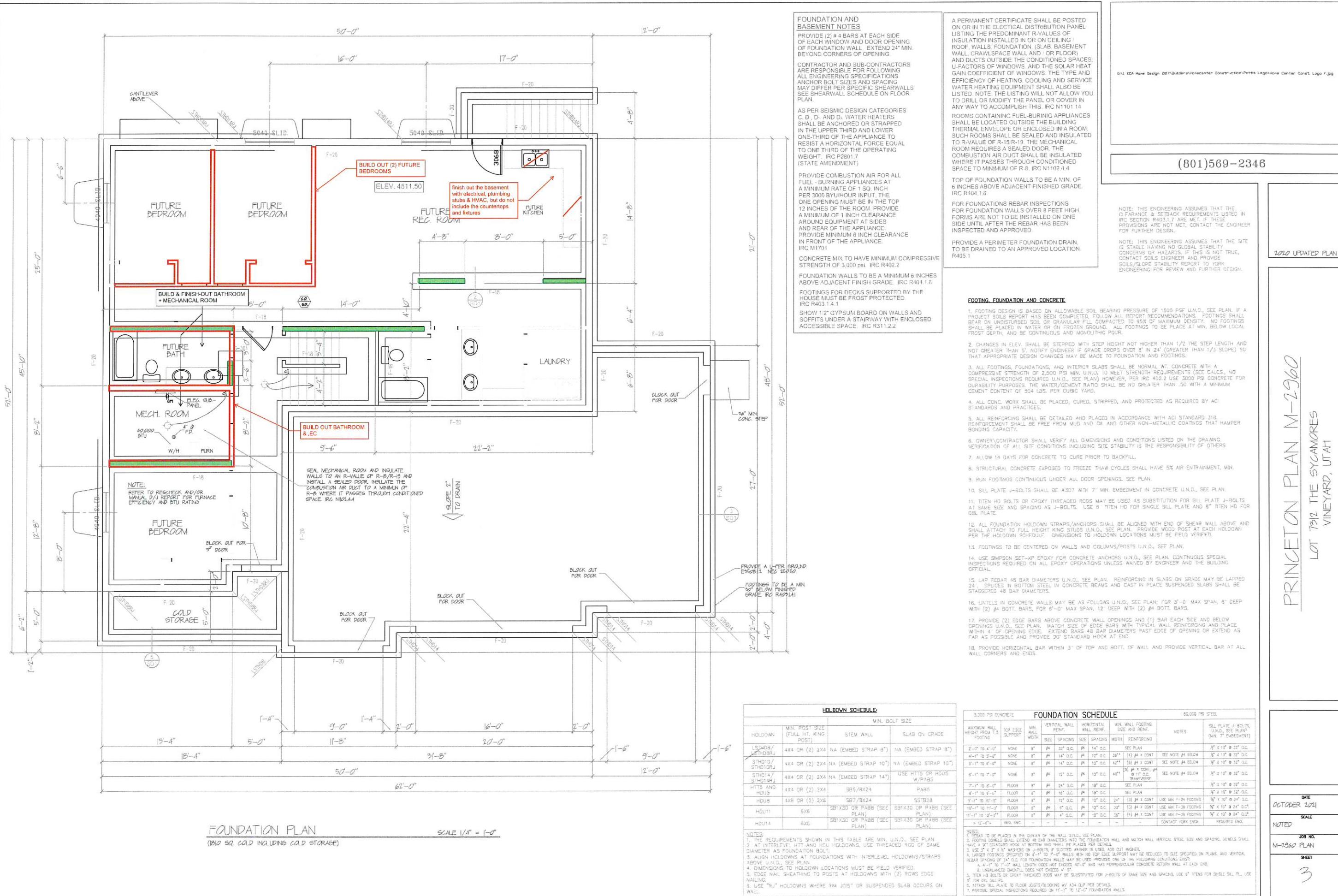
(801)569-2346

2020 UPDATED PLAN

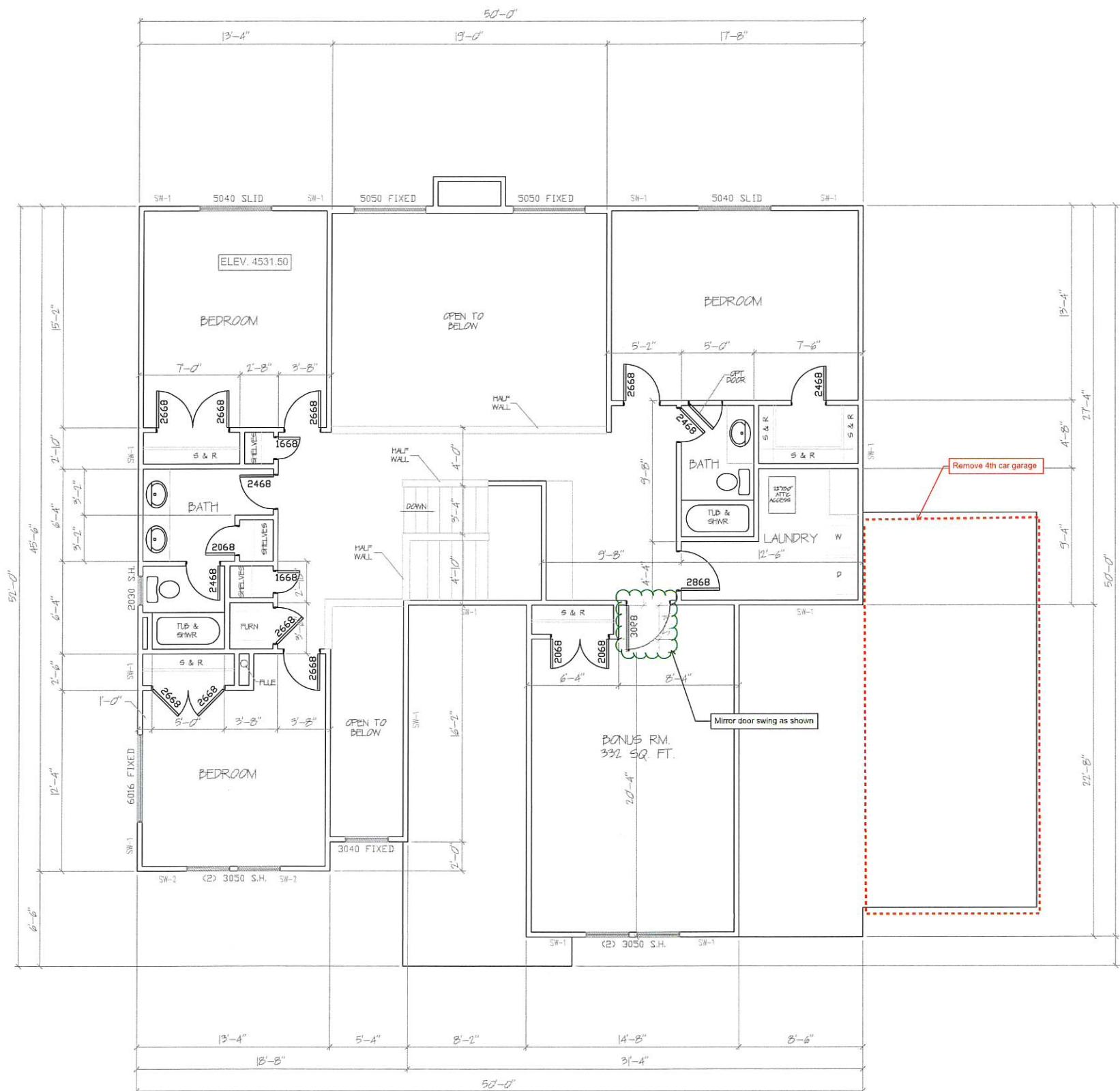
PRINCETON PLAN M-2960  
LOT 732 THE SYCAMORES  
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**FLOOR PLAN NOTES**

CONTRACTOR AND SUB-CONTRACTORS ARE RESPONSIBLE FOR FOLLOWING ANY ENGINEERING SPECIFICATIONS. ERIC ANDREWS CUSTOM HOME DESIGN IS NOT RESPONSIBLE FOR ANY ADDITIONAL FEES FOR ENGINEERING CORRECTIONS, FIX LETTERS, ETC.

VENT DRYER TO OUTSIDE W/ MIN. 4" VENT

PROVIDE A MINIMUM 22" X 30" ATTIC ACCESS IN A HALLWAY OR OTHER READILY ACCESSIBLE LOCATION. IRC R307. SEE M1305.1.3 FOR ACCESS TO FURNACES AND OTHER MECH. EQUIPMENT IN ATTICS.

GLAZING USED IN DOORS AND PANELS OF SHOWERS AND BATHTUB ENCLOSURES AND WALLS ENCLOSING THESE COMPARTMENTS SHALL BE TEMPERED. IRC TABLE R308.3

SHOWERS SHALL HAVE DOORS SIZED TO PROVIDE A MINIMUM OF 22" INCH NET CLEAR OPENING P2708.1.

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(801)569-2346

2020 UPDATED PLAN

PRINCETON PLAN M-2960  
LOT 7312 THE SYCAMORES  
VINEYARD, UTAH

**SHEAR WALL NOTES**

ALL EXTERIOR WALLS AND VERTICAL SURFACES SHALL BE SHEATHED PER TYPICAL SHEAR WALL REQUIREMENTS MIN. UNI.Q. WITH SHEATHING MANUFACTURED WITH EXTERIOR GLUE. SHEATHING SHALL BE APA RATED 24/16 MIN. NAILS SHALL BE SPACED 1/2" MIN. FROM PANEL EDGE AND DRIVEN FLUSH BUT SHALL NOT FRAY THE SURFACE OF THE SHEATHING. BLOCK AND EDGE NAIL ALL HORIZONTAL SHEATHING JOINTS.

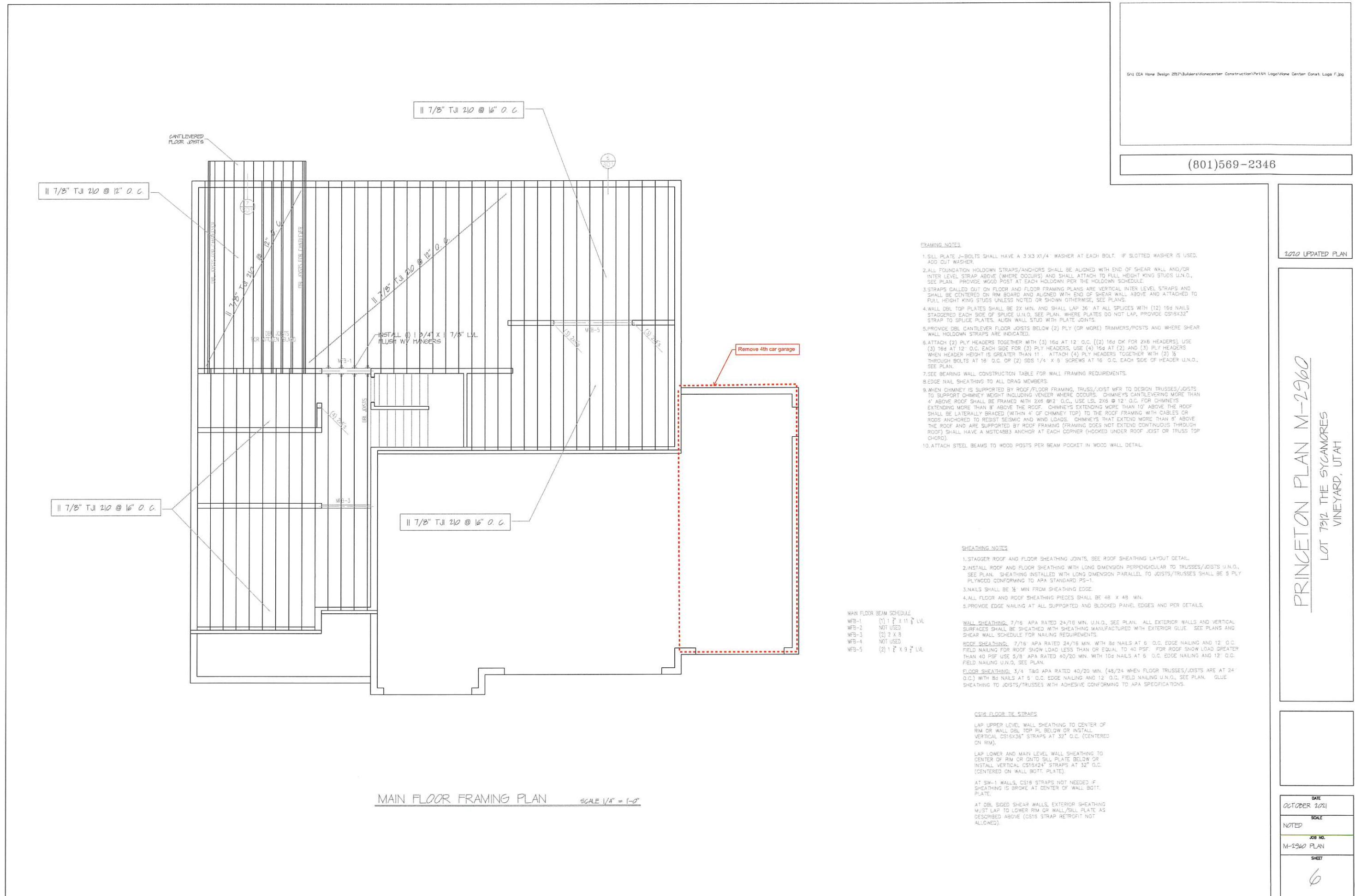
**SHEAR WALL SCHEDULE**

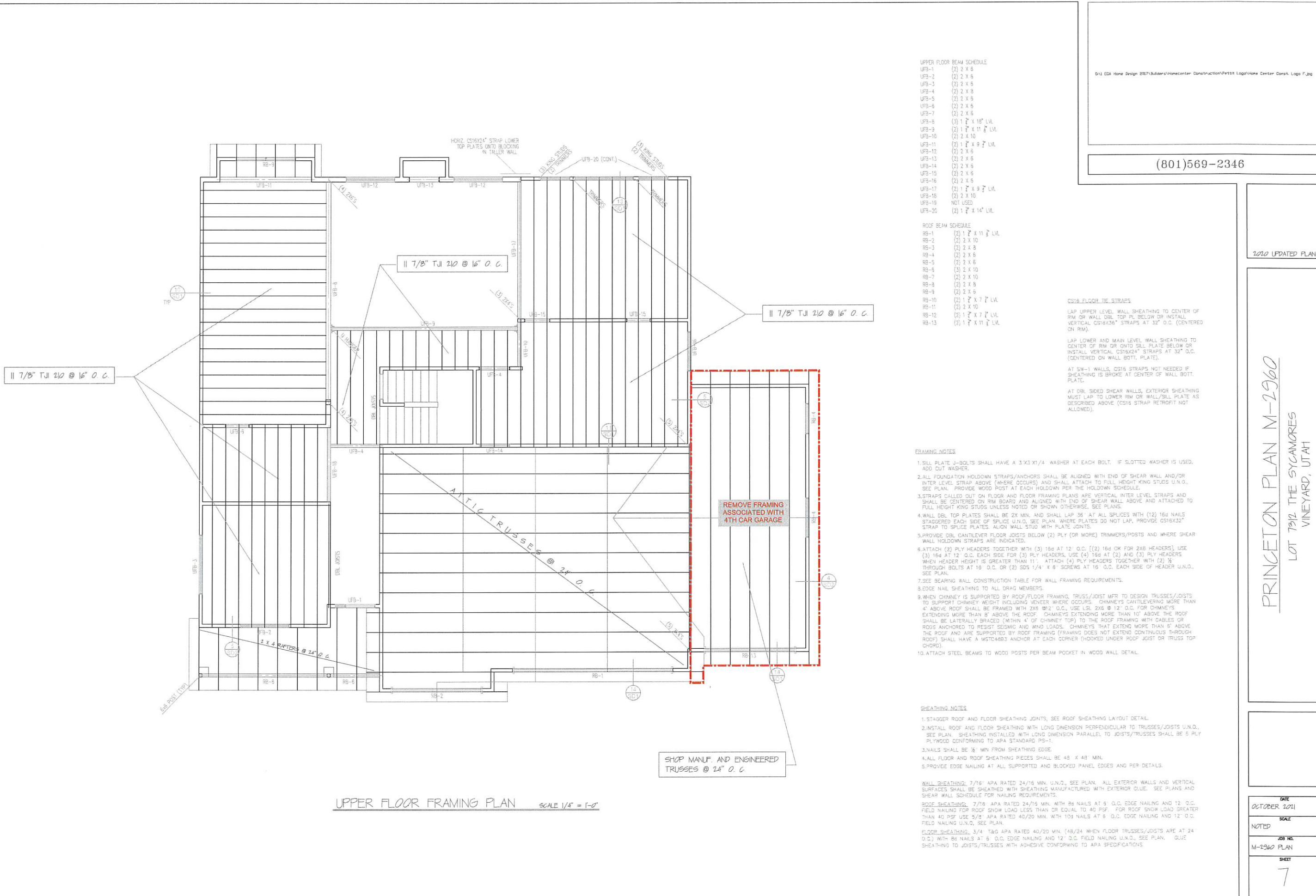
TYPE	SHEATHING	NAIL SPACING			RIM/BLOCK TO PL ATTACHMENT BELOW DBL SIDED SHEAR WALLS
		EDGE	FIELD	STAPLE EQ.	
TYPICAL <sup>4</sup>	7/16" ONE SIDE <sup>5</sup>	8d	6" O.C. 12" O.C.	16G # 3" O.C.	16d # 6" O.C. LTP4 OR A35 # 16" O.C.
SW-1 <sup>6</sup>	7/16" ONE SIDE <sup>7</sup>	8d	4" O.C. <sup>8</sup> 12" O.C.	16G # 6" O.C.	16d # 6" O.C. LTP4 OR A35 # 16" O.C.
SW-2 <sup>9</sup>	7/16" ONE SIDE <sup>10</sup>	8d	3" O.C. <sup>11</sup> 12" O.C.	NOT ALLOWED	4" SDS SCREWS # 8" O.C. <sup>12</sup> LTP4 OR A35 # 12" O.C.
SW-3 <sup>13</sup>	7/16" ONE SIDE <sup>14</sup>	8d	2" O.C. <sup>15</sup> 12" O.C.	NOT ALLOWED	4" SDS SCREWS # 8" O.C. <sup>16</sup> LTP4 OR A35 # 9" O.C.

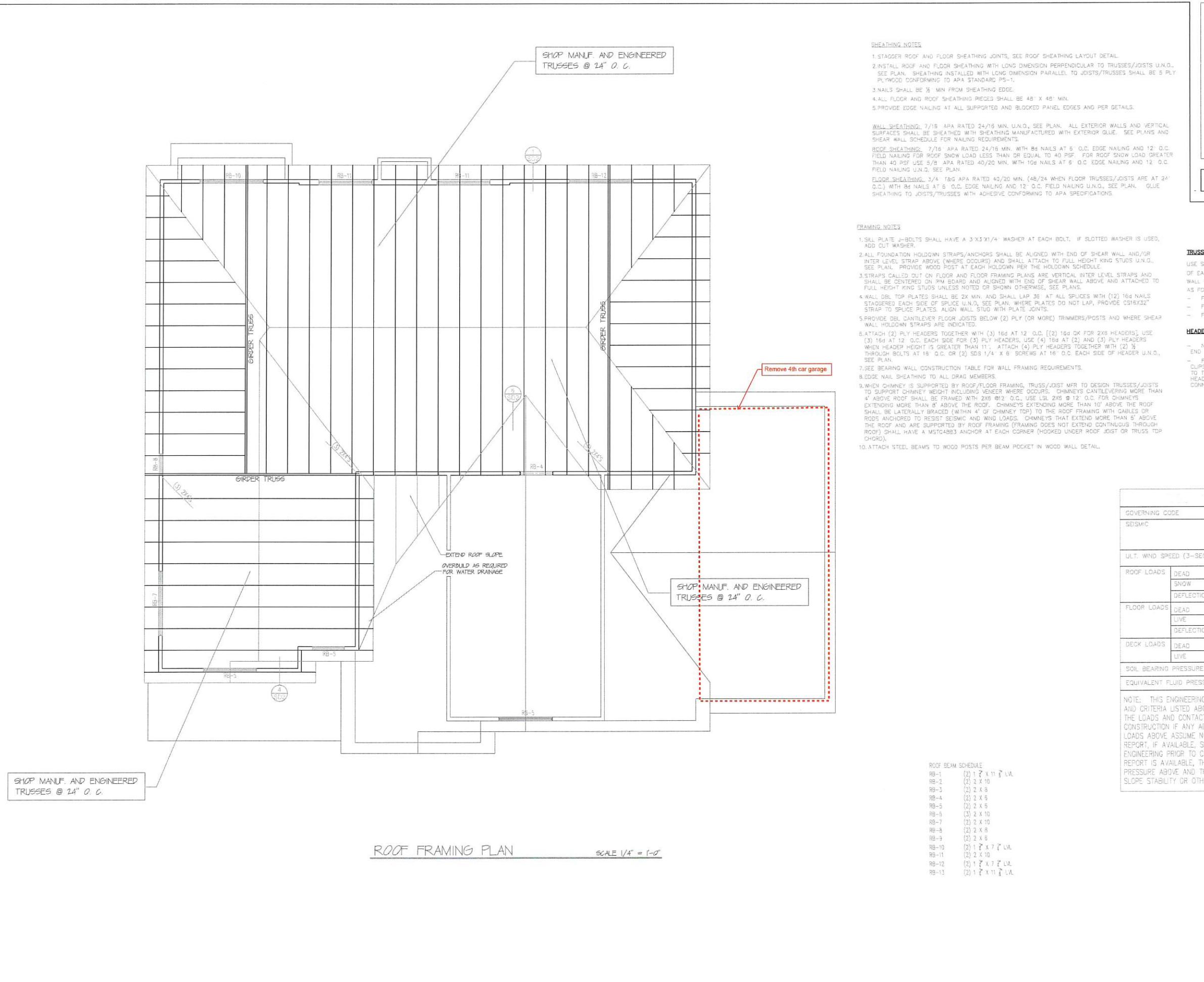
**NOTES**

1. 16 GAGE X 1-1/2" STAPLES MAY BE SUBSTITUTED FOR 8d NAILS AT 1/2 SPACING ON TYPICAL AND SW-1 WALLS.
2. WHERE SHEAR WALLS ARE INDICATED ON PLANS AT BOTH SIDES OF WALL, PROVIDE SHEATHING BOTH SIDES OF WALL (DBL SIDED SHEAR WALL) AND STAGGER EDGE NAILS.
3. USE 2X OR DBL 2X MEMBERS AT ADJACINING PANEL EDGES AT SW-2 AND SW-3 AND LAP SHEATHING 1 1/4" MIN. ONTO FRAMING MEMBERS AT PANEL EDGES.
4. AT TYPICAL AND SW-1 WALLS, LAP SHEATHING 3/4" ONTO FRAMING MEMBERS AT PANEL EDGES.
5. NAILS TO BE COMMON OR GALVANIZED BOX.
6. AT SINGLE SIDED SHEAR WALLS WHERE SHEATHING IS LAPPED TO CENTER OF RIM, WALL TOP PL OR TO SILL PLATE BELOW, 16d # 6" O.C. MAY BE USED FOR WALL BOTTOM PLATE TO RIM ATTACHMENT.
7. USE 5" SCREWS FOR WALL PLATE TO RIM ATTACHMENT IF FLOOR SHEATHING IS GREATER THAN 3/4" THICK.
8. EDGE NAIL SHEATHING TO POSTS AT HOLDOWNS WITH (2) ROWS EDGE NAILING.

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Sheet 5







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**(801)569-2346**

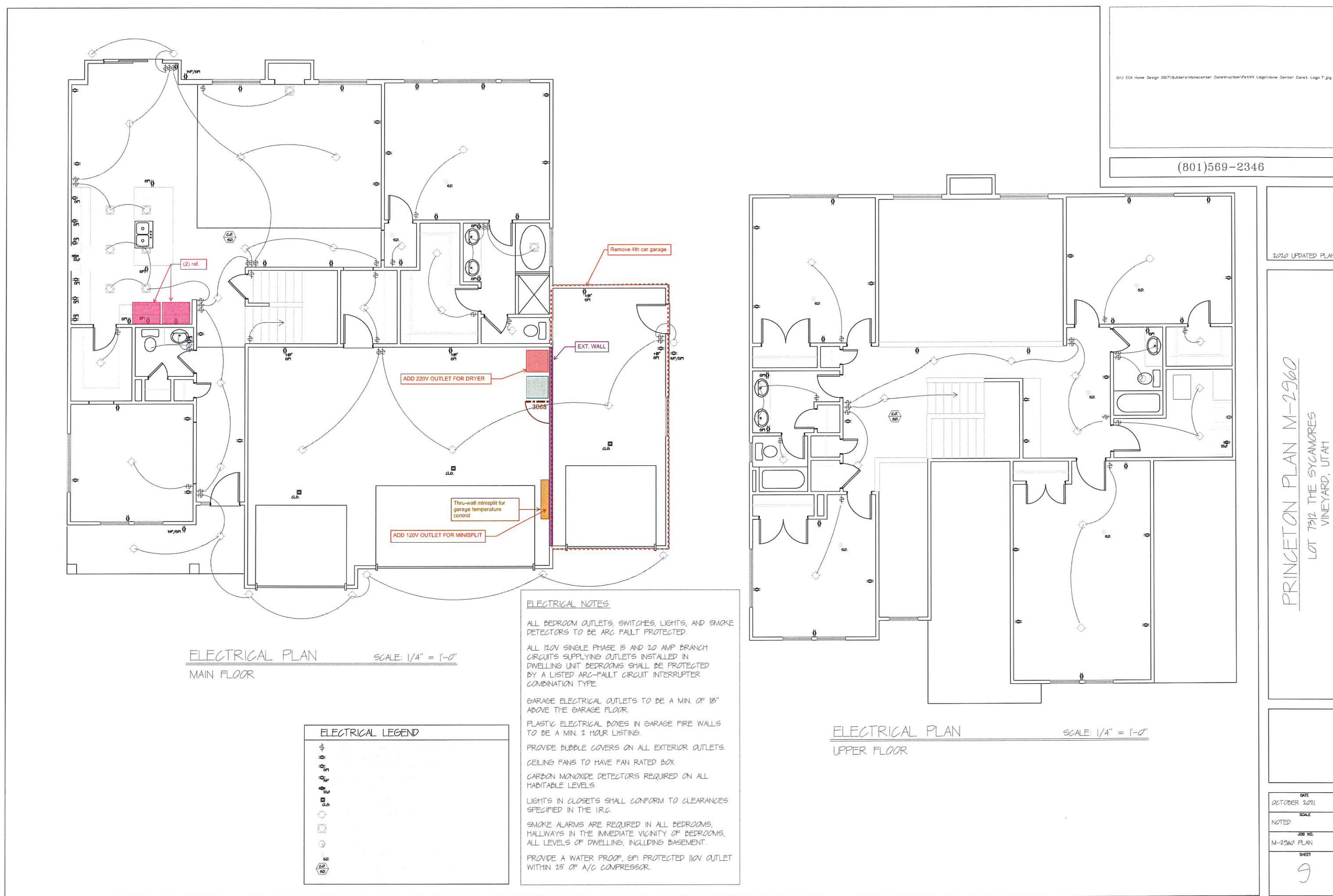
2020 UPDATED PLAN

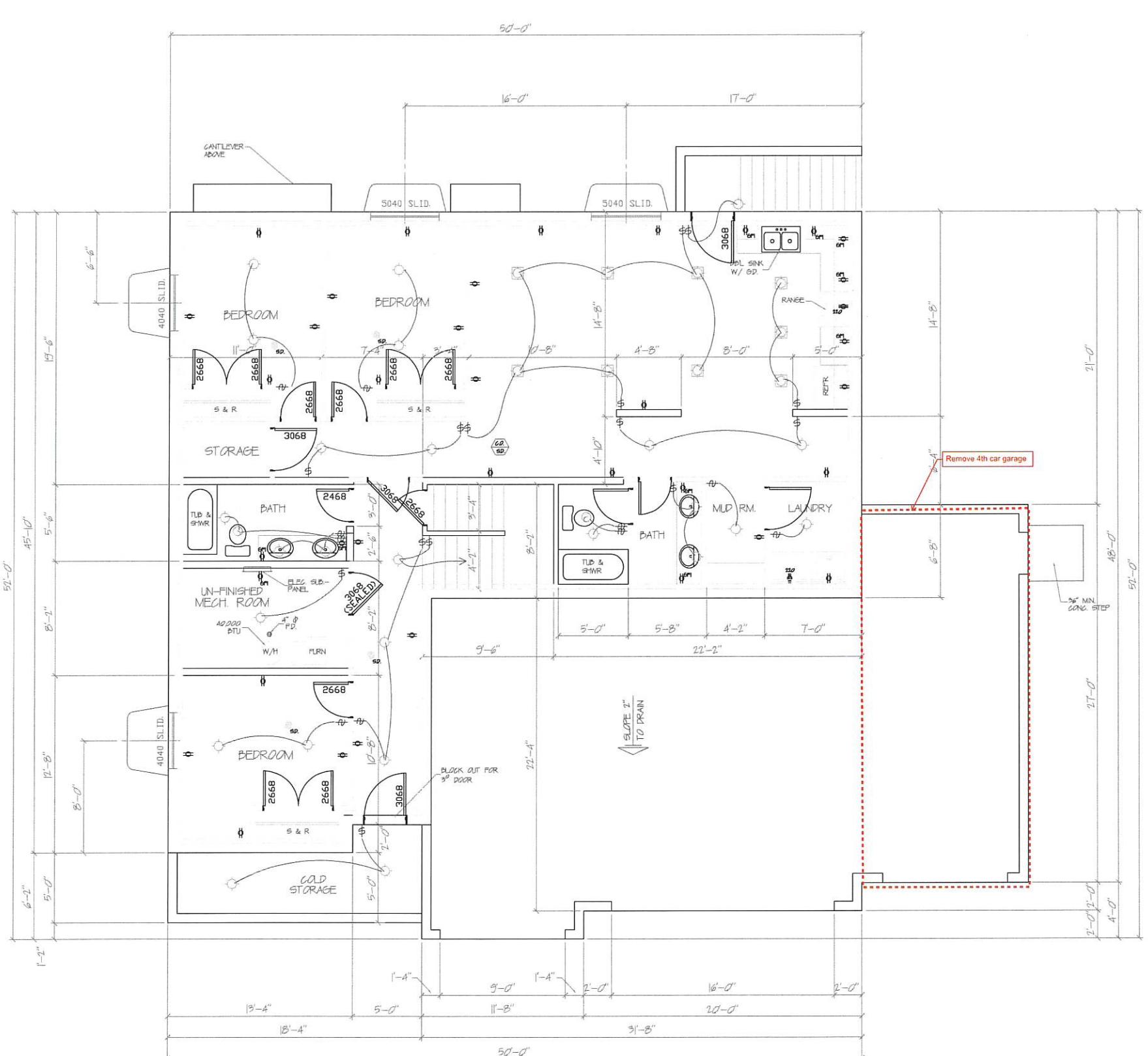
PRINCETON PLAN M-2960  
LOT 7312 THE SYCAMORES  
VINEYARD, UTAH

GOVERNING CODE	2018 IRC
SEISMIC	CATEGORY D2
	I = 1.00
	R = 5.5
	Fd = 1.4
ULT. WIND SPEED (3-SECOND GUST)	115 MPH
	EXPOSURE C
ROOF LOADS	DEAD 15 PSF
	SNOW 30 PSF
	DEFLECTION LL=L/360 TL=L/240
FLOOR LOADS	DEAD 12 PSF
	LIVE 40 PSF
	DEFLECTION LL=L/360 TL=L/240
DECK LOADS	DEAD 12 PSF
	LIVE 40 PSF
SOIL BEARING PRESSURE	1500 PSF
EQUIVALENT FLUID PRESSURE	38 PCF

NOTE: THIS ENGINEERING DESIGN ASSUMES THE LOADS AND CRITERIA LISTED ABOVE. CONTRACTOR SHALL REVIEW THE LOADS AND CONTACT YORK ENGINEERING PRIOR TO CONSTRUCTION IF ANY ADJUSTMENTS ARE REQUIRED. THE LOADS ABOVE ASSUME NO RADIANT HEAT FLOORING. SOIL REPORT, IF AVAILABLE, SHALL BE REVIEWED BY YORK ENGINEERING PRIOR TO CONSTRUCTION. IF NO SOILS REPORT IS AVAILABLE, THIS DESIGN ASSUMES THE SOIL PRESSURE ABOVE AND THAT NO LIQUEFACTION, EXPANSIVE, SLOPE STABILITY OR OTHER ADVERSE CONDITIONS EXIST.

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OCTOBER 2021  
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NOTED  
JOB NO.  
M-2960 PLAN  
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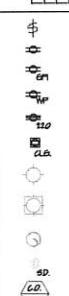
**BASEMENT PLAN**

1610 FINISHED  
90 SQ. FT. UN-FINISHED  
110 SQ. FT. COLD STORAGE

$\subseteq A \in \mathcal{V}^A = \mathcal{V}^{\mathcal{A}}$

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**ELECTRICAL LEGEND**



## ELECTRICAL NOTES

ALL BEDROOM OUTLETS, SWITCHES, LIGHTS, AND SMOKE DETECTORS TO BE ABC FAULT PROTECTED.

ALL 120V SINGLE PHASE 15 AND 20 AMP BRANCH CIRCUITS SUPPLYING OUTLETS INSTALLED IN DWELLING UNIT BEDROOMS SHALL BE PROTECTED BY A LISTED ARC-FAULT CIRCUIT INTERRUPTER

**GARAGE ELECTRICAL OUTLETS TO BE A MIN. OF 18" ABOVE THE GARAGE FLOOR**

PLASTIC ELECTRICAL BOXES IN GARAGE FIRE WALLS  
TO BE A MIN. 2 HOUR LISTING.

PROVIDE BUBBLE COVERS ON ALL EXTERIOR OUTLETS.  
CEILING FANS TO HAVE FAN RATED BOX.

CARBON MONOXIDE DETECTORS REQUIRED ON ALL HABITABLE LEVELS.

INHABITABLE LEVELS.  
LIGHTS IN CLOSETS SHALL CONFORM TO CLEARANCES  
SPECIFIED IN THE 2015 I.R.C.  
SMOKE ALARMS ARE REQUIRED IN ALL BEDROOMS.

MORE ALARMS ARE REQUIRED IN ALL BEDROOMS,  
HALLWAYS IN THE IMMEDIATE VICINITY OF BEDROOMS,  
ALL LEVELS OF DWELLING, INCLUDING BASEMENT.

PROVIDE A WATER PROOF, GFI PROTECTED 110V OUTLET  
WITHIN 25' OF A/C COMPRESSOR.

FLASH ALL AROUND THE METER BASE

NOTE: DO NOT USE TAPE ON THE INSIDE OF THE TUBE. USE TAPE ON RISER.

PROVIDE A CORROSION RESISTANT TAPE ON RISER

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LOT 732 THE SYCAMORES  
VINEYARD, UTAH

## FINISHED BASEMENT PRINCETON PLAN

2012 UPDATED PLAN

(801)569-2346

A Home Design 2017\Builders\Homecenter Construction\Pettit Logo\Home Center Const. Logo F.jpg

**EXHIBIT B**  
**VINEYARD FIRE STATION**  
**Lot 6544 – 72 S Keaki Wood Rd**  
**Lot 6543 – 62 S Keaki Wood Rd**  
**PRINCETON STYLE HOME**

Base Price	
Plan Fee	
Additional Lot Cost	
Development of Lot	
Additional Upgrades	
Lumber on Garage	\$ 9,500
Garage Door 14 x 20	\$ 7,900
Electrical	\$ 11,000
Bath in Garage, Plumbing	\$ 12,000
HVAC Upgrade in Garage	\$ 5,500
Framing Garage	\$ 8,000
Roofing Garage	\$ 12,000
Pergula	\$ 6,500
Upgrade Concrete	\$ 27,000
Upgrade Exterior All Brick – Home	\$ 30,000
Full Exterior All Brick – Garage	\$ 46,000
Install SewerLline – Garage	\$ 15,000
Gas Line Service – Garage	\$ 800
Landscaping	\$ 11,800
Insulation – Garage	\$ 3,000
Sheetrock	\$ 16,000
Paint	\$ 4,000
Additional Full Size Refrigerator	\$ 3,000
2 Additional Full Size Washers & Dryers	\$ 4,000
Sub Total	\$ 233,000
Total Upgrades 18% Profit & Overhead	\$ 41,940
Builder Fee	\$ 20,000
Total	\$ 294,940
GRAND TOTAL	





## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** April 24, 2024

**Agenda Item:** ARCH Grant Policy Manual and Application (Resolution 2024-11)

**Department:** Parks and Recreation

**Presenter:** Anna Nelson

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### **Background/Discussion:**

In November of 2019, a majority of Vineyard City voters approved the RAP Tax. The RAP tax went into effect on April 1, 2020 and will last for 10 years. The November 2029 General Election will include a ballot proposition to continue the RAP Tax for the next ten years.

The RAP tax provides additional funding for the community. One tenth of one percent of the City's sales tax goes to fund community improvements such as, but not limited to City owned cultural or recreational facilities, private nonprofit cultural organizations, a qualifying facility within the geographic area of an entity that is a party to interlocal agreement with the City, and ongoing operating expenses of a City owned recreational facility.

In February of 2023, The ARCH Commission was created by the City Council and one of the commission's duties is to review grant applications for a portion of RAP tax funding

To facilitate that, the staff has created a Policy and Procedure Manual for this grant application process. The Manual aims to establish clear guidelines and processes to ensure consistency and efficiency in the grant process of applying, reviewing, and approving.

In addition to the Policy and Procedure Manual, we have also created the grant application. The application will be used when a 501c3 body would like to apply for the ARCH Grant. It will help define who is applying and what type of project they are proposing.

### **Fiscal Impact:**

N/A

### **Recommendation:**

#### **Sample Motion:**

"I move to approve the ARCH Grant Policy and Procedure Manual and Application as presented."

### **Attachments:**

1. RES 2024-0 ARCH Grant Policy Manual and Application
2. ARCH Grant Policy and Procedure Draft 4.16
3. ARCH Grant Application

## **RESOLUTION 2024-11**

### **A RESOLUTION OF THE VINEYARD CITY COUNCIL ADOPTING THE VINEYARD CITY ARCH COMMISSION GRANT POLICY MANUAL AND APPLICATION**

WHEREAS, in November 2019 a majority of Vineyard City voters approved the RAP Tax. The RAP tax went into effect on April 1, 2020 and will last for 10 years, and

WHEREAS, the RAP tax provides additional funding to fund community improvements such as, but not limited to City owned cultural or recreational facilities, private nonprofit cultural organizations, a qualifying facility within the geographic area of an entity that is a party to interlocal agreement with the City, and ongoing operating expenses of a city owned recreational facility, and

WHEREAS, in February of 2023, The ARCH Commission was created by the City Council and one of the commission's duties is to review grant applications for a portion of RAP tax funding

WHEREAS, staff has created a Policy and Procedure Manual for this grant application process. The Manual aims to establish clear guidelines and processes to ensure consistency and efficiency in the grant process of applying, reviewing, and approving, and

WHEREAS, staff has also created a grant application. The application will be used when a 501(c)(3) body would like to apply for the ARCH Grant. It will help define who is applying and what type of project they are proposing, and

WHEREAS, the Vineyard City Council now desires to adopt a grant policy manual and application; and

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

Section 1. Approval. That certain Grant Policy Manual and Application, attached hereto and incorporated herein by reference, is hereby approved and adopted by the City Council of Vineyard City.

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

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

Passed and dated this 24th day of April 2024.

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Mayor Julie Fullmer

Attest:

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City Recorder Pamela Spencer

# Vineyard City ARCH Grant Program Policy & Procedure Manual

## ARCH Grant Program Overview

### Background

In November of 2019, a majority of Vineyard City voters approved the RAP Tax. The RAP tax went into effect on April 1, 2020 and will last for 10 years. The November 2029 General Election will include a ballot proposition to continue the RAP Tax for the next ten years.

The RAP tax provides additional funding for the community. One tenth of one percent of the City's sales tax goes to fund community improvements such as, but not limited to City owned cultural or recreational facilities, private nonprofit cultural organizations, a qualifying facility within the geographic area of an entity that is a party to interlocal agreement with the City, and ongoing operating expenses of a City owned recreational facility.

In February of 2023, The ARCH Commission was created by the City Council and one of the commission's duties is to review grant applications for a portion of RAP tax funding. The board consists of 4 volunteer citizens of Vineyard City and one at-large representative who gives their recommendation to the City Council on funding requests.

### Eligibility

In order to qualify for RAP tax funds, an organization must:

1. Be a 501(c)(3) nonprofit organization, or a city funded recreation, arts, event or cultural program or facility.
2. Qualifying 501(c)(3) nonprofit organization must:
  1. Have, or commit to have, a significant presence in Vineyard City; and
  2. Have as a primary purpose the advancement and/or preservation of natural history, art, music, theater, dance, heritage or cultural arts.

RAP Tax funds can be used for a variety of projects and programs, in accordance with Utah State Code 59-12-1402 and Vineyard City Code 4.14. Funding may be used to support municipal or nonprofit 501(c)(3) organizations providing programs such as, but not limited to:

Heritage Foundation

Arts Festivals

Theater Groups

Bands

Museums

Certain Capital Improvements Projects

Events

Recreation Facilities

Library

Trails/Bike Paths

Playing Fields/Courts

## **ARCH Grant Application Process**

### ARCH Grant Program Annual Timeline

May 1–June 1 Applications Opened for Grant Funding

June 1–June 12<sup>th</sup> Reviewed by the Board and recommended to Council

June 26th Project Funding Awarded

June 30th–RAP Tax Funds Distributed

1. All requests for Vineyard City RAP Tax funds must be submitted via an application provided by the ARCH Grant Program. Applications are available each year starting May 1. The ARCH Grant Program may revise the attached application prior to making it available each year.
2. All applications must be submitted prior to the application deadline. Late applications will not be considered. Applications will be received each year, from May 1 – June 1.
3. The ARCH Commission will review every application, and accompanying material, and shall identify and recommend which grants the City Council should approve via majority vote. Applicants may be required to make a presentation and discuss the merits of their proposals in front of the ARCH Commission and/or City Council.
4. The ARCH Commission will provide notice to applicants regarding their recommendations to the City Council and the City Council's final decisions on distribution of funds to be received. Those applicants who were disqualified or denied funding will also be notified.

## **General Guidelines**

5. The ARCH Program Grant funds are not an entitlement. Filling out an application does not guarantee that any funds will be awarded
6. The Vineyard City Council shall make all final determinations as to the amount of RAP tax funds to be distributed to each entity or organization

7. The fact that a particular project, facility, or organization has previously received RAP tax funds does not guarantee that it will receive subsequent funding unless so authorized in the original grant
8. Grant funds may be provided to publicly owned and operated facilities, all facilities must be located in Vineyard or within the boundaries of an inter-local agreement with Vineyard City.

## **Award Recipient Requirements**

After the City Council approves the final annual RAP tax funding distribution list through the budget process, each recipient receiving a grant shall:

1. Enter into an agreement with the City prior to receiving funds. Said contract shall include:
  - A detailed planned use schedule of expenditures
  - A beginning and end date for the project, if applicable.
  - A provision allowing for Vineyard City to verify all application information and use of funds information
2. The required agreement must be executed within 30 days of the City Council approving the RAP Tax funds. RAP Tax funds will be disbursed in accordance with the City's fiscal year (July 1- June 30). Distribution of funds will be at the discretion of the City. Organizations who do not expend all their grant funds by the following fiscal year shall return any unused portion of the grant to the City by June 30th, unless otherwise determined by the City.
3. Ensure that all promotional items, programs, publications, performances and other printed materials include the ARCH logo or other language required by the ARCH Grant Program supplied by the City.
4. Provide itemized expenses in a year-end report (compliance report). The report must be received by the 2nd Tuesday in June. If the report is not received grant funds will be required to be returned and the grant applicant will no longer be eligible for future Vineyard City grants.
5. Future grant funding may be withheld due to inadequate and incomplete reports.



# ARCH GRANT

## Process and Timeline

Office Use Only

ID No. :

<input type="text"/>							
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Date :

<input type="text"/>							
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Received by ID No

<input type="text"/>
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**May 1st** : Applications Opened for Grant Funding

**June 15th** : Reviewed by the Board and recommended to the City Council

**June 26th** : Project Funding Awarded

**June 30th** : RAP Tax Funds Distributed

- All requests for Vineyard City RAP Tax funds must be submitted via an application provided by the ARCH Grant Program. Applications are available each year starting May 1. The ARCH Grant Program may revise the attached application prior to making it available each year.
- All applications must be submitted prior to the application deadline. Late applications will not be considered. Applications will be received each year, from May 1 – June 1.
- The ARCH Commission will review every application, and accompanying material, and shall identify and recommend which grants the City Council should approve via majority vote. Applicants may be required to make a presentation and discuss the merits of their proposals in front of the ARCH Commission and/or City Council.
- The ARCH Commission will provide notice to applicants regarding their recommendations to the City Council and the City Council's final decisions on distribution of funds to be received. Those applicants who were disqualified or denied funding will also be notified.

# Application Form

# ART & CULTURE HERITAGE GRANT



## ORGANIZATION INFORMATION

Organization :

Contact :  Phone Number :

Address :

Zip Code :  City / Country :

E-Mail :  Federal Tax ID :

Is your organization a registered 501C3:  Yes  No Grant amount requesting:

Please categorize your organization's primary discipline and activity type.

What specific initiatives, programs, projects, or services does your organization provide that directly contribute to advancing or preserving Art, Recreation and Parks, Culture, or Heritage within Vineyard

Describe how your organization is funded.

Large gray rectangular input field for funding description.

Has your organization received a grant in the last 12 months :  Yes  No



## PROJECT REQUESTING GRANT

Project Title :

Is the project an event? (if so, please attach a special event application.) :  Yes  No

Briefly, what is the objective of your project.

Large gray rectangular input field for project objective.

What is the tentative outlined dates for the project?

Large gray rectangular input field for project dates.

Describe your project and how it will benefit the citizens of Vineyard

Large gray rectangular input field for project description.

Who is your intended audience (include age range) and how many people will your project serve?

Where area of Vineyard will your project take place?

How do you plan to promote your project?

What, if any, other funding sources are you seeking or using for this project?

If not fully funded by this grant, will you still be able to do this project?

Yes  No



# VINEYARD

STAY CONNECTED

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

# Grant COMPLIANCE REPORT

AN ANNUAL COMPLIANCE REPORTS IS REQUIRED IF A GRANT IS ISSUED FOR YOUR PROJECT. AND MUST BE SUBMITTED TO THE ARCH COMMISSION BY THE SECOND TUESDAY IN JUNE

Organization :

Date :  Year Awarded :

Tax ID :  Amount awarded :

E-Mail :

Year Awarded :

I hereby certify that the expenses and activities accounted for in this expenditure compliance report are legitimate and correct.

Total \$

Signature: Grantee Representative

Date

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