



**NOTICE OF A REGULAR
CITY COUNCIL MEETING**
April 12, 2023 at 5:00 PM

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, April 12, 2023, at 5:00 PM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

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

2. WORK SESSION
No items were submitted.

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

4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

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

6. CONSENT ITEMS
6.1 [Approval of the March 8, 2023, City Council Meeting Minutes](#)
6.2 [Approval of the March 22, 2023, City Council Meeting Minutes](#)
6.3 [Adoption of Alternate Municipal Voting Methods Pilot Project Participation for the 2023 Municipal Election \(Resolution 2023-14\)](#)

- 6.4 Approval of an Interlocal Agreement with Utah County for Election Services (Resolution 2023-15)
- 6.5 Approval of a Contract Award for the Installation of Wireless Irrigation Controllers for Main Street (Resolution 2023-16)
- 6.6 Approval of the Purchase of a Crack Seal Machine
- 6.7 Approval of an ILA with Utah County for Mass Notification Services (Resolution 2023-17)
- 6.8 Approval of an Agreement with Revize for website services
- 6.9 Approval of an Agreement with CRSA for fire station site plan assessments

7. APPOINTMENTS

7.1 Library Board

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

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

No items were submitted.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Appointment of the RDA to Administer the HTRZ Funds (Resolution 2023-18)

(15 minutes)

City Manager Ezra Nair will present a request to appoint the Redevelopment Agency (RDA) to administer the Housing and Transit Reinvestment Zone (HTRZ) funds pursuant to [Utah Code 63N-3-607\(2\)\(c\)\(i\)](#). The mayor and City Council will act to adopt (or deny) this request by resolution.

9.2 DISCUSSION AND ACTION – Affordable Housing Agreement (Resolution 2023-19)

(15 minutes)

City manager Ezra Nair will present an affordable housing agreement with Flagborough LLC. The mayor and City Council will act to adopt (or deny) this request by resolution.

10. CLOSED SESSION

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

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

in order to properly conduct a procurement under [Title 63G, Chapter 6a, Utah Procurement Code](#);

11. ADJOURNMENT

The next meeting is on Wednesday, April 26, 2023.

This meeting may be held in a way that will allow a councilmember to participate electronically. The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Deputy Recorder at least 24 hours prior to the meeting by calling (385) 338-5188.

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

AGENDA NOTICING COMPLETED ON: April 11, 2023

CERTIFIED (NOTICED) BY: /s/ Kelly Kloepper
KELLY KLOEPFER, DEPUTY RECORDER

**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
March 8, 2023, at 6:00 PM

Present

Mayor Julie Fullmer (6:38 PM)
Councilmember Tyce Flake
Councilmember Amber Rasmussen
Councilmember Mardi Sifuentes
Councilmember Cristy Welsh

Absent

Staff present: City Manager Ezra Nair, Finance Director David Mortensen, City Attorney Jayme Blakesley, Chief Building Official Cris Johnson, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planners Briam Amaya Perez and Cache Hancey, Public Works Director Naseem Ghandour, Staff Engineer Emily Kofoed, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady

Others Speaking: Residents Daria Evans, Tyler Haroldsen, Lydia Overman, Fred Vander Werff, Natasha Neckles, Brandon Hardy, Cole Kelley, Kim Fernstrom, Elizabeth Fournier, Sam McClellan, Jill Rustad, Chase Wheeler, and Don Overson; David Foster with Alta Planning and Design

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

 City Recorder Pamela Spencer opened the meeting at 6:02 PM. She called for a motion to nominate a mayor pro tempore until Mayor Fullmer was able to attend the meeting.

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

 Ms. Spencer turned the time over to the Mayor Pro Tempore Welsh. Councilmember Flake gave the invocation and led the Pledge of Allegiance.

2. WORK SESSION

No items were submitted.

3. PUBLIC COMMENTS

 Mayor Pro Tempore Welsh called for public comments.

 Resident Daria Evans, living in The Villas subdivision, thanked the city for the Facebook Live event held today. She asked about dog parks mentioned in the Facebook Live event. Mayor Pro Tempore Welsh responded that they would be for all dogs. Ms. Evans asked about pickleball courts and a grocery store.

 Mayor Pro Tempore Welsh called for further comments. Hearing none, she closed the public comments session.

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Flake reported on the bills that went through the 2023 Legislative Session. He mentioned that there was now a state crustacean and two state Flags.

 Councilmember Rasmussen reported that there would be a toy exchange tomorrow in the City Council chambers. She noted that there would be a seed starting class on March 20 through the community garden and a Sustainability Summit at Utah Valley University on March 30 which would be open to the public.

 Councilmember Sifuentes reported on upcoming activities: The annual Gold Rush race would be held on March 18, and the Bunny Hop Egg Drop would be held on April 8. She added that they were looking for volunteers to help fill eggs. Alpine School District had made progression on boundary changes and school closures, which did not affect Vineyard directly.

 Mayor Pro Tempore Welsh reported that the Vineyard Youth Council would be going to a leadership conference this week. She mentioned that the Youth Council would be holding a teen mental health night on March 29 at 6:30 pm in the City Council Chambers. She also mentioned that the Youth Council was looking for new members.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1  City Manager Ezra Nair reported on the Facebook Live event and that there was an emergency preparedness manual for residents on the website. He mentioned that the city had received new signs restricting overnight parking on public streets. He also mentioned that construction of the Vineyard Connector expansion would start next week.

 Councilmember Sifuentes mentioned that next week would be Home-Based Business week, and that the city would be spotlighting some of these businesses.

5.2  Mr. Brim reported that at the last Planning Commission meeting they held a training on Strong Towns, they approved a site plan amendment for a project off 1750 North and had work sessions on backyard chickens. He mentioned that staff would be bringing zoning text amendments for allowing chickens on certain size lots and amendments to the sign code.

95 **6. CONSENT ITEMS**

96 **6.1 Approval of the February 22, 2023, City Council Meeting Minutes**

97
98  Mayor Pro Tempore Welsh called for a motion.

99
100  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE CONSENT
101 ITEM AS PRESENTED. COUNCILMEMBER FLAKE SECONDED THE MOTION.
102 COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES.
103 MAYOR FULLMER WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.
104
105

106 **7. BUSINESS ITEMS**

107 **7.1 PUBLIC HEARING – Zoning Code Text Amendment to Section 15.40 Landscaping**
108 **Ordinance 2023-12**

109 Staff Engineer Emily Kofoed will present a city-initiated Vineyard Zoning Code text
110 amendment to Section 15.40 *Landscaping* regarding Water Efficiency Standards. The
111 purpose of these standards is to conserve the public's water resources by establishing
112 water conservation standards for indoor plumbing fixtures and outdoor landscaping.
113 These text changes follow the guidelines of the Central Utah Water Conservancy District.
114 The mayor and City Council will act to adopt (or deny) this request by Ordinance.
115

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

117
118  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO OPEN THE PUBLIC
119 HEARING AT 6:21 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION.
120 MAYOR PRO TEMPORE WELSH, COUNCILMEMBERS FLAKE, RASMUSSEN, AND
121 SIFUENTES VOTED YES. MAYOR FULLMER WAS ABSENT. THE MOTION CARRIED
122 WITH ONE ABSENT.
123

124  Mayor Pro Tempore Welsh turned the time over to Staff Engineer Emily Kofoed.

125
126  Ms. Kofoed explained the zoning text amendments.

127
128  Councilmember Sifuentes expressed concern with requiring such a high percentage of
129 landscaped area, and people maintaining their flower beds. Mr. Ghandour explained that the
130 percentage was set by Central Utah Water Conservancy District (CUWCD). Councilmember
131 Flake stated that it was not just flower beds that residents could install; there was a whole list of
132 water-wise plants that people could put in that would be listed in the Utah State Code.
133

134  Mr. Brim explained the reasoning behind the code amendments.

135
136  Mayor Pro Tempore Welsh called for public comments.

137
138  Resident Lydia Overman, living in the Lakefront development, stated that she appreciated
139 the city taking the initiative on this issue. As a plant enthusiast she noted that there were many
140 plants, native to Utah, that residents could plant and leave alone. Councilmember Sifuentes
141 clarified that she was concerned with the weeds in the planting beds. She said that she was
142 hesitant to put in standards that forced people to go a certain direction. She wanted to leave in or
143 provide more leniency for people designing their yards.

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 6:32 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION.

 Mayor Pro Tempore Welsh called for question from the council. Hearing none, she called for a motion.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO ADOPT ORDINANCE 2023-12 AS PRESENTED BY CITY STAFF. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR PRO TEMPORE WELSH, COUNCILMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED YES. THE MAYOR FULLMER WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

7.2 DISCUSSION AND ACTION – Adoption of Water Rates (Ordinance 2023-13)

Finance Director David Mortensen will present water rates for adoption by Ordinance. These rates were previously adopted by Resolution 2023-10 on February 22, 2023. These rate changes will be effective July 1, 2023. The mayor and City Council will act to adopt (or deny) this request by Ordinance.

 Mayor Pro Tempore Welsh turned the time over to Finance Director David Mortensen.

 Mr. Mortensen reviewed the reason for the adoption of the water rates by ordinance.

 Mayor Pro Tempore Welsh called for questions from the council. Mayor Pro Tempore Welsh called for a motion.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT ORDINANCE 2023-13 AS PRESENTED. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR PRO TEMPORE WELSH, COUNCILMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED YES. MAYOR FULLMER WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

7.3 DISCUSSION AND ACTION – Parking Agreement

City Manager Ezra Nair will present a recommendation for a subcommittee to negotiate a parking agreement with the Lakefront Homeowners' Association. The mayor and City Council take appropriate action.

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

 Mr. Nair explained the parking issues in the Lakefront development and recommended that the City Council appoint a subcommittee.

Mayor Fullmer entered the meeting at 6:38 PM and took charge of the meeting.

 Mayor Fullmer called for questions from the council or the public.

 Mayor Fullmer set boundaries for public comments on this item.



Resident Fred Vander Werff, representing the Lakefront Homeowners' Association (HOA) Board, clarified that their specific ask was to make use of the parking spaces on Vineyard Loop Road and 300 West for permitted overnight parking and to allow the HOA to enforce the permits. He noted they had parking permits and rules in place for their development. Mayor Fullmer asked for their timeline on the parking permits. Mr. Vander Werff replied that the permits would be active on March 15 with a temporary grace period until April 1. He felt the solution was simpler than having a subcommittee. There was a discussion between Mr. Vander Werff and the mayor about how the HOA's additional plans, such as green space, would affect the parking solution requested in the meeting. Mayor Fullmer mentioned that a subcommittee would be able to have more robust conversations about those items. Mayor Fullmer asked Mr. Vander Werff if he was comfortable with a subcommittee. Mr. Vander Werff stated that the HOA was there to work with the city and that he was trying to represent his residents the best he could and be good partners. Mayor Fullmer shared the same sentiments of being good collaborative partners and felt the subcommittee would provide even better discussions.



Mr. Nair clarified the term "subcommittee" and stated that they could move quickly to come up with a resolution.



Mayor Fullmer encouraged the public to come forward and make comments. She wanted the opportunity to hear the perspective of the those present and understand if the residents felt that the subcommittee and the collaboration between the HOA and the city was being relayed back to them and represented properly.



Resident Natasha Neckles, living in the Lakefront development, noted that a lot of the units were rented by students and young professionals and that was why there were excessive cars. She said that it ended up being a lot of young women that were parking far away and walking home by themselves late at night. She said that was why they were asking them to open the street parking spaces. Mayor Fullmer thanked her and asked for her thoughts on having a more robust conversation that would allow for other opportunities in the discussions. She agreed if the conversation would happen quickly as Mr. Nair had explained earlier.



Ms. Overman mentioned that she typically walked to her vehicle at 3:30 in the morning and felt unsafe. Mayor Fullmer asked for clarification on where she was parking to see where the overflow parking was available. Ms. Overman replied that it depended on space availability and that she could park up to a mile away at the train station or in different subdivisions. She noted that there were no designated motorcycle spots and suggested that the city consider designating motorcycle parking spots in the city.



Councilmember Welsh asked Ms. Overman if she would be in favor of removing the park space to add parking spaces. Ms. Overman replied that she enjoyed the park. She expressed concerns with how the development was built and felt that the city should have required additional parking lots. There was a discussion about renters and occupancy.



Mayor Fullmer asked Ms. Overman about her thoughts on development agreements that make it certain that capacity would be met within the residency so that they did not have the overflow. She said that they city had worked with management companies and HOAs in other areas, until they were able to uphold their agreements and the marked corrected and forced people who were renting to people they should not be renting to, and the parking corrects itself. Ms. Overman replied that she was unsure. Mr. Blakesley clarified that the Covenants, Conditions, and Restrictions (CC&Rs) in her community had occupancy restrictions an asked if

241 she knew that the HOA was enforcing that requirement. Ms. Overman replied that in her
242 experience the HOA had been extremely ineffective in upholding their CC&Rs. Mayor Fullmer
243 explained that enforcement of the CC&Rs typically allowed for a market correction, which
244 allowed the city to enforce their agreements and help HOA's meet the planning and parking
245 requirements for the residents. Ms. Overman spoke about the affordability of rental units. She
246 explained that enforcement of CC&RS would displace people that could not afford housing
247 elsewhere. Mr. Blakesley asked if Ms. Overman was aware of people who were violating the
248 CC&Rs. Ms. Overman acknowledged that she was aware that this was occurring. Mayor Fullmer
249 thanked Ms. Overman and acknowledged her comments.

250
251
252  Resident Brandon Hardy, living in the Lakefront development, said that he liked the idea of
253 having motorcycle parking. He bought this unit for the built in garage for secure parking for
254 motorcycle. He explained that he was having to double park in his garage to accommodate for
255 storage and parking for his tenants. He felt that there were many reasons why there were more
256 vehicles per unit than just the over occupancy problem. He said that he was asking for a quick
257 turnaround to solving the parking issues. There was further discussion about occupancy and
258 allowed vehicles. Mr. Hardy mentioned Utah State Code on occupancy and understood that the
259 HOA had to be fair and give passes to both townhomes and condominiums.

260
261  Resident Cole Kelley, living in the Lakefront development, expressed concerns with the
262 maintenance in the greenspace near 490 North. Cole spoke about the need for green space in the
263 area, but stated he felt that it was a waste of space because of lack of maintenance. Mr. Brim
264 clarified that the area Mr. Kelley suggested for parking was owned by the HOA. There was a
265 discussion about the ownership and maintenance of the greenspace. Mayor Fullmer
266 acknowledged and thanked Mr. Kelley.

267
268  Kim Fernstrom, landlord in the Lakefront development, agreed with the other residents'
269 comments and clarified that there were weeds in the area behind the pool. She mentioned that
270 she had tenants that had been towed because they could not find parking. She asked for the city
271 to open overnight street parking. Mayor Fullmer stated that the city cared about the safety of
272 residents, and the parking issues and that was why they were having these conversations. Ms.
273 Fernstrom that staff had directed her to city council to make changes. Mayor Fullmer explained
274 how laws were changed in accordance with the Open and Public Meetings act. Ms. Fernstrom
275 felt that the city should allow over occupancy. The discussion continued.

276
277  There was a discussion about having the residents email council with their concerns.

278
279  Mayor Fullmer called for additional comments and then set a time for the discussion to close
280 in order to meet other business items on the agenda. She gave them seven (7) minutes.

281
282  Resident Elizabeth Fournier, living in the Lakefront development, added that there were
283 condominiums that had two adults and two children of driving age. She added that there was not
284 enough disabled parking and asked the council to open at least one spot on the street for disabled
285 parking. Mayor Fullmer asked if the HOA had the power to adjust ADA parking spots for others
286 that may be experiencing similar needs. Ms. Fournier asked for ADA parking close to her area in
287 public space. Cit staff asked her to send a location.

288
289  Sam McClellan, living in the Lakefront development, mentioned that the city code
290 mentioned that for a 3-bedroom multi-family unit, there needed to be three off-street parking

spots available. Mr. Brim explained that there was a special code created for the downtown district. Mayor Fullmer explained that there were different parking codes for different developments, zones, and housing types.

 Jill Rustad, living in The Meadows subdivision, mentioned that she owned condominiums in the Lakefront development. She said that she respected the owner-occupied restrictions but worried about policing the occupancy restrictions in the Lakefront development. She expressed concerns with balancing the financial needs of the residents with enforcing the city's codes and HOA's CC&Rs. She felt that the city needed to come up with creative solutions to share parking spots between individual residents. Ms. Rustad acknowledged an understanding of the state code and mentioned that the city should be enforcing it. Mayor Fullmer agreed with enforcing the codes. She noted that the city was collaborating with the HOA by holding coalition meetings to help with communications with the city.

 Mayor Fullmer acknowledged that Resident Chase Wheeler would be the last speaker.

 Resident Chase Wheeler, living in the Lakefront development, asked how many people wanted the council to pass a parking solution tonight. Mayor Fullmer explained that they needed to have further discussions with the HOA to work on long-term solutions. Mr. Wheeler said that the residents had elected the council to represent them. He felt that if a whole community wanted parking there, and it was a mistake, let them make that mistake. Mr. Wheeler noted that he had come before the council for four months to ask for parking and felt that there was no reason for the city to not allow them to park on city streets. He also felt that the council refused to listen to the residents and wanted to see action.

 Mayor Fullmer explained that the city had not been inactive and then reviewed what the city had been attentive to their concerns, and discussed what the city had done to this point to help come up with solutions in collaboration with the HOA. She spoke about representing all communities and residents of Vineyard and suggested that there were processes and resources the city was able to implement for parking solutions that were not shared in the current request.

 Mayor Fullmer allowed one more comment and then closed the public discussion.

 Mr. Kelley said that the only thing they were asking for the council to vote on tonight was to open parking on 300 West and Loop Road. Mayor Fullmer explained that everything the city did in one area, they had to calculate into other areas, and that it was better to look at the whole situation.

 Mayor Fullmer called for comments from the council.

 There was a discussion about the ability to make a motion to allow parking on the public streets and the reason behind the recommendation for creating a subcommittee. Jayme Blakesley Clarified that enforcement could not be done by the HOA. Mayor Fullmer further clarified for the council that they could allow for the parking, just not for the policing by the HOA.

 Councilmember Sifuentes stated that she wanted to look for more parking for this development. She felt that the city did not want the street parking to be full and stated that she wanted to make sure that permitted cars were not parked there during the day.

 There was an interruption the discussion by the public. Mayor Fullmer reminded the public that the discussion had been closed, and the council needed to discuss so they could attend to additional business items.

 Councilmember Sifuentes said that she wanted to have protocol to prevent permitted cars being parked on the street through the day. Mayor Fullmer explained that people could currently park on the street during the day to use the nearby amenities, but parking overnight was closed. Councilmember Sifuentes mentioned that she didn't want people to stay during the day and have it become a camp out spot. Mayor Fullmer expressed that the reason for no overnight parking helped enforce and alleviate those types of situations. Councilmember Sifuentes asked if the council could allow parking this week and take it away the next week if the council changed their mind. Mayor Fullmer talked about the need to create laws people could rely upon and the need for good policy, and the difficulty in laws or judgements being established and removed quickly and gave local examples. Councilmember Sifuentes asked if we could offer them a grace period. Mayor Fullmer explained that a grace period was to allow residential and visitor behaviors to change during a period where enforcement would not occur until those patterns were established that would then make it possible to enforce the area properly. She further explained that a two week or 30-day grace period of parking, that could then potentially be taken from the residents, would have allowed them to change their pattern in a period of time, which would then place a burden on them if the council were to remove the parking availability after the two week or 30 day period. She expressed the council's shared desire for parking solutions. She explained that the policies they made would not only create parking solutions, but set precedence for future policy and law throughout the city. A resident interrupted and then disrupted the discussion when he was called to order. There was further discussion about current parking regulations on the public roads.

 Councilmember Welsh felt that it was important to take the time and make good policy for the whole city that would stand the test of time. She said that she wanted to create the subcommittee and give the HOA time to see how their changes worked.

 Councilmember Flake also felt that they needed to take time to make good decisions. He mentioned that the council had consistently followed this pattern.

 Councilmember Rasmussen felt that the people representing the group had not been bringing up all the facts of this issue and supported creating the subcommittee.

 Councilmember Sifuentes asked if they had goals and a timeline for the subcommittee. Mr. Nair replied that they could talk about the residents needs and who they should issue parking passes based on need, etc.

 Councilmember Welsh said that she wanted to wait and see how the new parking passes would work.

 Mayor Fullmer said that as they went through this issue with staff and if staff and council felt that they wanted to bring it to council, then council could have the discussion and determine when to implement something. She called for a motion.

388
389  **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE THE CREATION OF A
390 SUBCOMMITTEE CONSISTING OF COUNCILMEMBERS AND SELECT MEMBERS OF
391 STAFF, ALONG WITH REPRESENTATION FROM THE HOMEOWNERS' ASSOCIATION
392 (HOA) IN ORDER TO STUDY THIS MATTER AND COME TO A CONCLUSION OF
393 ADDED ADJUSTMENTS TO THE CURRENT PARKING SITUATION.
394 COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER,
395 COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES.
396 THE MOTION CARRIED WITH UNANIMOUSLY.

397
398 **7.4 DISCUSSION AND ACTION – Subdivision Parking**

399 City Manager Ezra Nair will present a recommendation for a subcommittee to discuss
400 parking in the LeCheminant, Westbrook, Bridgeport, and Willows subdivisions. The
401 mayor and City Council take appropriate action.

402
403  Mayor Fullmer turned the time over to City Manager Ezra Nair.

404
405  Mr. Nair explained that other neighborhoods were having parking issues and felt that the city
406 needed to get ahead of them.

407
408  Mayor Fullmer called for questions from the council.

409
410  There was a brief discussion about who would sit on this committee.

411
412  Mayor Fullmer called for a motion.

413
414  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO APPROVE THE CREATION
415 OF A SUBCOMMITTEE CONSISTING OF COUNCILMEMBERS AND STAFF TO
416 REVIEW PARKING ISSUES FOR THE WESTBROOK, WILLOWS, LE CHEMINANT AND
417 BRIDGEPORT NEIGHBORHOODS. COUNCILMEMBER FLAKE SECONDED THE
418 MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES,
419 AND WELSH VOTED YES. THE MOTION CARRIED WITH UNANIMOUSLY.

7.5 DISCUSSION AND ACTION – Active Transportation Plan (Ordinance 2023-07)

(15 minutes)

Community Development Director Morgan Brim will present a proposed Active Transportation Plan. The mayor and City Council will act to adopt (or deny) this request by Ordinance. *(A public hearing for this item was held during the January 11, 2023, City Council Meeting.)*

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

 Mr. Brim explained the steps that had been taken to this point. He reviewed some of the changes that had been made at the request of Planning Commission and City Council and then turned the time over to David Foster with Alta Planning and Design.

 Mr. Foster reviewed additional changes. Councilmember Sifuentes asked about the timelines in the plan. A discussion ensued about timelines.

 Mr. Foster continued his presentation.

 Mayor Fullmer called for public comment.

 Mr. Haroldsen recommended that the City Council add ways to protect the bike lanes and bikers. He felt that the city should have already adopted an active transportation plan.

 Mayor Fullmer called for comments from the council.

 Councilmember Flake asked what the vision was for Mill Road. Mr. Foster replied that they were trying to retrofit active transportation onto an already established road with a limited right-of-way.

 Ms. Overman expressed her concern with construction crews who were not cleaning up after themselves and the safety issues they were creating.

 Mayor Fullmer called for additional comments.

 There was a discussion about the possible motion: “The city will study safety as it relates to the thoroughfares. It was suggested to make it subject to the prioritization and approvals that would be coming forward in the future.

 Councilmember Sifuentes noted that she had read the entire plan and was supportive of the plan.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED ADOPT ORDINANCE 2023-07, THE MARCH 2023 ACTIVE TRANSPORTATION PLAN WITH THE ADJUSTMENTS SUBJECT TO PRIORITIZATION AND APPROVALS, THE CITY WILL CONSIDER SAFETY IN REGARD TO THE SPEED OF THOROUGHFARES IN ITS ANALYSIS OF THE FACILITY OPTIONS. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED WITH UNANIMOUSLY.

7.6 DISCUSSION AND ACTION – Municipal Code Amendment Section 10.02.020(C) Streets; Traffic Control (Ordinance 2023-08)

Staff Engineer Emily Kofoed is requesting amendments to the speed table in the Municipal Code Section 10.02.020(C) Streets; Traffic Control. The mayor and City Council will act to adopt (or deny) this request by ordinance.

 Mayor Fullmer turned the time over to Staff Engineer Emily Kofoed.

 Mr. Ghandour presented the amendments.

 Mayor Fullmer called for questions from the council.

 Mayor Fullmer asked about the different speeds, how they would be signifying the changes, tying them to the Activate Transportation Plan (ATP) adjustments, and phasing them in. Mr. Ghandour replied that they would be effective as of March 24 and that they had considered the ATP in terms of the pedestrian crossings. Mayor Fullmer asked about the speed limits on Main and Center streets. Mr. Ghandour replied that they had held off on changing Main Street and Mill Road and were focusing on areas where they had high pedestrian traffic. She asked about funding for the crosswalks. Mr. Ghandour replied that the ramps had been built and would be completed when the weather warmed up. He added that there would be flashing beacons to warn drivers to slow down and yield to pedestrians.

 Councilmember Sifuentes asked if the city would have temporary signs to warn drivers of the speed limit changes. Mr. Ghandour replied that there would social media posts and additional traffic cautionary signs. There was a discussion about the speed limits, enforcement, and adding stop signs.

 Councilmember Flake asked about the additional language for the motion.

 Resident Don Overson, living in the Villas subdivision, asked if the Center Street crossing at Gammon would need a crossing guard. Mr. Ghandour replied that the State Legislature revised the requirements for safe routes to schools. He explained that if Franklin Discover Academy determined that it was part of the safe routes to school, then they would add a crossing guard.

 Councilmember Sifuentes felt that the school zone was confusing on 400 North near Trailside Elementary. Mr. Ghandour replied that he would look at adding additional signage.

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT ORDINANCE 2023-08; REVISION OF TABLE 1 OF THE CITY’S TRANSPORTATION CODE ESTABLISHING THE MAXIMUM SPEED LIMITS WITH THE INCLUSION OF PHASING BASED UPON THE ADDED ITEMS THAT MANDATE THE TRAFFIC FLOW, AS WELL AS A 30 MILE AN HOUR SPEED LIMIT IMPOSED UPON 400 EAST, AND EFFECTIVE ON MARCH 24, 2023. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED WITH UNANIMOUSLY.

7.7 PUBLIC HEARING – General Plan Amendment to the Public Facilities and Services (Ordinance 2023-14) *(This item was postponed from the February 22, 2023, City Council meeting.) (This item is being postponed to the March 22, 2023, City Council meeting. A new public hearing notice was posted.)*

Senior Planner Briam Amaya Perez will present a city-initiated General Plan Amendment to the Public Facilities and Services element of the General Plan. This will update the goals and strategies for managing public utilities and services throughout the city. In addition, the city added a new element to the General Plan titled, Water Use and Preservation, which will plan to develop, deliver, and efficient use of our limited water resources. The mayor and City Council will act to adopt (or deny) this request by Ordinance.

 Mayor Fullmer called for a motion to continue Business Item 7.7 Public Hearing for General Plan Amendments to the Public Facilities and Services.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CONTINUE ITEM 7.7. COUNCILMEMBER SIFUENTES SECONDED THE MOTION.

There was a discussion about the motion.

 **Amended motion:** COUNCILMEMBER FLAKE MOVED TO STRIKE THE ITEM 7.7 PUBLIC HEARING FOR GENERAL PLAN AMENDMENTS TO THE PUBLIC FACILITIES AND SERVICES. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

8.1 PROCLAMATION – International Women’s Day

Mayor Fullmer will read and sign a proclamation celebrating International Women’s Day.

 Mayor Fullmer read Proclamation 2023-01 celebrating International Women’s Day.

9. APPOINTMENTS

9.1 Communities That Care Commission

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

564 **9.2 Library Board**

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



568 Mayor Fullmer explained that she would not be making any appointments tonight.

570
571 **10. CLOSED SESSION**

572 There was no closed session held.

573
574
575 **11. ADJOURNMENT**



577 Mayor Fullmer called for a motion to adjourn the meeting.



579 **Motion:** COUNCILMEMBER WELSH MOVED TO ADJOURN THE MEETING AT 8:33
580 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER,
581 COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES.
582 THE MOTION CARRIED UNANIMOUSLY.

583
584
585 **MINUTES APPROVED ON:** _____

586
587 **CERTIFIED CORRECT BY:** /s/Pamela Spencer

588 **PAMELA SPENCER, CITY RECORDER**



**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
March 22, 2023 at 6:01 PM

Present

Absent

Mayor Julie Fullmer (joined the meeting at 6:38 PM)
Councilmember Tyce Flake
Councilmember Amber Rasmussen
Councilmember Mardi Sifuentes
Councilmember Cristy Welsh

Staff present: City Manager Ezra Nair, Finance Director David Mortensen, City Attorney Jayme Blakesley, Chief Building Official Cris Johnson, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Cache Hancey, Public Works Director Naseem Ghandour, Staff Engineer Emily Kofoed, Special Event Coordinator Anna Nelson, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady, Planning Commissioners Chris Bramwell, Craig Bown, Bicycle Commissioners Caden Rhoton and Liz Hart, and Communities That Care Coordinator Jessica Maxwell

Others Speaking: Residents Daria and Russell Evans, Chase Wheeler, Fred Vander Werff, Cole Kelley, Don Overson; Nate Hutchinson and Mac Woodbury with Flagborough

Note: Agenda items were not discussed in order.

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

 Mayor Fullmer called the meeting to order at 6:01 PM. Councilmember Rasmussen gave an inspirational thought and led the Pledge of Allegiance.

2. WORK SESSION

No items were submitted.

3. PUBLIC COMMENTS

 Mayor Fullmer called for public comments.

 Resident Daria Evans thanked the council for putting The Villas residents in touch with Jason Clawson who gave them Hope Kits.

 Resident Caden Rhoden, living in The Cottonwoods subdivision, stated that he liked the Central Corridor Plan, but expressed concern with the lack of lighting on the pickleball courts shown in the plan.

 Resident Chase Wheeler, living in the Lakefront development, made a comment about the mayor's political views and said that she wanted to vote the previous mayor out because they could not have a block party. Mayor Fullmer clarified, for the record, that she did not want to kick the mayor out but did want to host an event.

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

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Flake reported on the snow conditions in the state and the Utah County Emergency Manager's opinion on them. He noted that Vineyard would okay, except for parts of the community that were graded out and had basements that were not above grade.

 Councilmember Rasmussen reported that the Sustainability Summit at the Utah Valley University (UVU) would be held on April 12. She mentioned that she was able to speak at a class at UVU, that the city held a seed starting class last night in conjunction with the Community Garden. She noted that she and staff had met with Dr. Rubab Saher, a researcher in hydrologic sciences with Desert Research Institute (DRI) in Las Vegas, Nevada, about how to reduce the Heat Island Effect.

 Councilmember Sifuentes reported that the Bunny Hop Egg Drop would be held on April 8 at 9:00 AM sharp.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1  City Manager Ezra Nair reported on the success of the Gold Rush race that was held last Saturday and noted that medals would be shipped out to those who gave the city their addresses. He mentioned that people needed to be safe and not enter construction sites.

5.2  Special Events Coordinator Anna Nelson gave an update on the Vineyard Days Schedule to be held May 30 – June 3. She reviewed two bounce house options. There was a discussion about the options for the event. The council agreed that they liked the option of giving out ten (10) free tickets, same as last year.

6. CONSENT ITEMS

No items were submitted.

7. APPOINTMENTS

 Mayor Fullmer stated that she had a few appointments and that they would be sworn in at a different time.

97 **7.1 Communities That Care Commission**

98 With the advice and consent of the City Council, Mayor Fullmer will appoint members to
99 the Vineyard Communities that Care Commission.
100

101
102  Mayor Fullmer reviewed her appointments to the Communities That Care Commission.
103

104 **7.2 Library Board**

105 With the advice and consent of the City Council, Mayor Fullmer will appoint members to
106 the Vineyard Library Board.
107

108  Mayor Fullmer reviewed her appointments to the Library Board.
109

110 **7.3 Vineyard ARCH Commission**

111 With the advice and consent of the City Council, Mayor Fullmer will appoint members to
112 the Vineyard Art, Recreation and Parks, Cultural, and Heritage Commission.
113

114  Mayor Fullmer reviewed her appointments to the ARCH Commission.
115

116 **7.4 Community Garden**

117 With the advice and consent of the City Council, Mayor Fullmer will appoint a director
118 of the Sunset Beach Community Garden.
119

120  Mayor Fullmer reviewed her appointment for the Sunset Beach Community Garden Division
121 Director position. She noted that Brittnee Voorhees would still be the Community Garden
122 Director.
123

124  Mayor Fullmer called questions or a motion to approve all appointments.
125

126  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE AND SUPPORT
127 THE APPOINTMENTS BY THE MAYOR, AS PRESENTED. COUNCILMEMBER WELSH
128 SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE,
129 RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED
130 UNANIMOUSLY.
131

132
133 **8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**

134 **8.1 Audit Presentation – Fiscal Year 2021-2022 Audit Report**

135 Spencer Hintze with Gilbert and Stewart will present the annual financial audit report for
136 Fiscal Year 2021-2022 for consideration and acceptance by the Council. The mayor and
137 city council will take appropriate action.
138

139  Mayor Fullmer turned the time over to Spencer Hintze with Gilbert and Stewart.
140

141  Mr. Hintze presented the audit report.
142

143  Mayor Fullmer called for comments from the City Council. Hearing none, she called for a
144 motion.
145

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ACCEPT THE FISCAL YEAR 2021-2022 AUDIT REPORT AS PRESENTED. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

8.2 Open And Public Meetings and Municipal Officers' and Employees' Ethics Act Training

City Attorney Jayme Blakesley will present annual training on Open and Public Meeting procedures and requirements. This training is provided annually pursuant to Section 52-4-104 of the Utah State Code. This will also include Municipal Officers' and Employees' Ethics Act training. The City Council as well as members of all city-established boards and commissions are invited to attend this training.

 Mayor Fullmer turned the time over to City Attorney Jayme Blakesley.

 Mr. Blakesley presented the annual training on Open and Public Meeting procedures and requirements and Ethics training.

9. BUSINESS ITEMS

9.1 WORKING DISCUSSION – Grocery Store Site Review

Community Development Director Morgan Brim will introduce Flagborough LLC who will present a grocery store site proposal for Block 4 of the Downtown. No action will be taken at this time.

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

 Mr. Brim gave a brief background and then turned the time over to Nate Hutchinson with Flagborough LLC.

 Mr. Hutchinson reviewed the site plan. He said that this would have a unique aspect to make it a true amenity for the city. He showed renderings of the possible grocery store and building style and amenities that could be included. He explained that the grocery store was designed to be surface parked and to make the downtown a more walkable place.

 Mayor Fullmer noted that she liked the surface parking and then called for comments from the City Council.

 Councilmember Flake asked about long-term bike parking. Mr. Brim replied that they were working with the Utah Transit Authority (UTA) and Flagborough to find locations to incorporate it. He mentioned that they were also working with some of the bike-share programs. He explained how long-term bike parking worked. Mr. Hutchinson explained where they would be adding bike parking. Councilmember Flake felt that, given the vision for the downtown area, they needed to have a place for structured bike parking.

 Mayor Fullmer asked if the area would accommodate places to pull in and exit in multiple locations. Mr. Hutchinson answered yes and explained where those locations would be.

195  Councilmember Welsh asked about electric vehicle charging stations. Mr. Hutchinson
196 replied yes, and noted that there would be places for people to pick up groceries ordered online.
197 He also mentioned that it was too early to build a grocery store in Vineyard but felt that it would
198 be a critical amenity.

199
200  There was a brief discussion about the timeline to announce the grocery store.

201
202  Planning Commission Chair Bryce Brady asked about the timeline for opening the store. Mr.
203 Hutchinson replied that they were working on a timeline with the grocer and noted that the
204 reason they were putting it on to Block 4 was to pull the timeline forward.

205
206  Ms. Evans asked how they were going to keep the surface parking accessible for grocery
207 store shoppers. Mr. Hutchinson replied that they would have a parking management and permit
208 program for long-term parking. Mac Woodbury with Flagborough explained further on how the
209 parking structure would work.

210
211  Mayor Fullmer thanked Flagborough for their work on this project.

212
213 **9.2 PUBLIC HEARING – Bond Parameters (Resolution 2023-11 was Adopted on**
214 **February 22, 2023)**

215 Public hearing to receive input from the public with respect to (a) the issuance of not
216 more than \$20,000,000 of water and sewer revenue bonds and (b) any potential economic
217 impact that the project to be financed with the proceeds of said bonds may have on the
218 private sector.

219
220  Mayor Fullmer called for a motion to open the public hearing.

221
222  **Motion:** COUNCILMEMBER WELSH MOVED TO OPEN THE PUBLIC HEARING AT
223 6:55 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER,
224 COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES.
225 THE MOTION CARRIED UNANIMOUSLY.

226
227  Mayor Fullmer turned the time over to Finance Director David Mortensen.

228
229  Mr. Mortensen gave an overview of the bond process.

230
231  Mayor Fullmer asked Ms. Spencer about the noticing process. She handed the mayor a
232 certificate of noticing. Mayor Fullmer then called for public comments.

233
234  Resident Fred Vander Werff, living in the Lakefront development, asked if the rate increases
235 approved by the city council would service the debt burden for the bonds. Mr. Mortensen replied
236 that the rate increases had the bonds in mind. Mr. Vander Werff asked about the anticipated
237 maturity of the bonds. Mr. Mortensen replied that the maximum would be 30 years but
238 anticipated paying them off in 20 to 25 years. (Correction after the meeting; the bond should
239 mature in no more than 35 years.)

240
241  Mayor Fullmer called for further questions from the public. Hearing none, she called for a
242 motion to close the public hearing.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 6:58 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Mayor Fullmer called for questions from the council. Hearing none, she closed the business item.

9.3 DISCUSSION AND ACTION – Parking Agreement (Resolution 2023-14)

City Manager Ezra Nair will present a parking agreement between the city and the Lakefront Homeowners Association. The mayor and City Council will act to adopt (or deny) this agreement by resolution.

 Mayor Fullmer turned the time over to City Manager Ezra Nair.

 Mr. Nair reviewed the steps that the subcommittee had taken and a timeline for approval of the agreement. He then reviewed the items listed in his staff report and recommended amendments to the current draft of the agreement listed in the staff report. He noted that the HOA Boards' attorney had asked for more time to review the redlines. There was a discussion about the contract.

 Mayor Fullmer called on Councilmember Sifuentes for comments as she had participated in the subcommittee.

 Councilmember Sifuentes felt that the discussion had gone well and was excited to get something worked out to help with the quality of life and at the same time protect the city as a whole.

 Mayor Fullmer called for public comments

 Mr. Vander Werff, representing the Master HOA Board and the Townhome Board, noted that he had not seen the redlines mentioned tonight and was interested in seeing them. He said that they were waiting for answers and wanted to have consensus from a majority of the boards. He expressed concerns with providing any owner and occupancy information to the city. Mayor Fullmer said that she appreciated all the work the board had done.

 Mayor Fullmer asked Mr. Blakesley for input on the amendments.

 Mr. Blakesley explained the rent limitations written in the HOAs' declarations and Covenants, Conditions, and Restrictions (CC&Rs). He said that the original agreement asked for a report with names of individuals who were occupying each unit, contact and vehicle information. He said that they modified the language asking for a unit number report, which would include unit numbers that were rented and enough information, so the city knew that the occupancy restrictions were being met. He added that the city would address any issues with the record owner. Mr. Vander Werff said that they had questions about the rules in the CC&Rs with respect to occupancy. There was a brief discussion about the ability to enforce leasing restrictions. Mr. Blakesley stated that the city was unsure if the development had an occupancy issue or a parking issue and they would like an assurance, if they provided parking, that the occupancy was being controlled in the way the community was designed.

293
294  Resident Cole Kelley, living in the Lakefront development, mentioned that he was not on the
295 City Council nor the HOA Board, but had been engaged in the process. He said that he had never
296 owned a home that was part of an HOA and expressed concern with allowing people to control
297 things that he did with his home. He said that he had been asking for data, and how many cars
298 they were talking about. He stated that he did not want the HOA to become a policing entity. He
299 said that he was gathering his own data on parking issues. He said that he struggled to understand
300 how UTA would allow overnight parking, but Vineyard would not. He felt that the city was
301 making the issue more complicated than it needed to be.

302
303  Mr. Blakesley offered to clarify Mr. Kelley's comments. He said that the city was not asking
304 the HOA to implement any new rules; they were asking that they demonstrate that they were
305 enforcing the existing rules and in exchange, the city would provide additional parking. They
306 were asking that the rules be applied and applied fairly.

307
308  Mayor Fullmer felt that they had a great discussion and were on a good track. She noted that
309 she understood someone not fully understanding what was in their CC&Rs. She said that when it
310 came to allowing parking on public streets, it would be parking for all the residents of Vineyard.
311 She said that part of living in an HOA was that they were the owners of the property and had
312 additional responsibilities, which was different than living in other subdivisions. She said that
313 part of the City Council's job was to make sure that when they approved development
314 agreements, they made sure that the HOAs were enforcing their CC&Rs and if not then they
315 needed to enforce the agreements with the developers. She felt that in the subcommittee meeting
316 they had come up with a good resolution, and that they could move forward. She explained that
317 when the city was purchasing parking for an area, they had to take into consideration the tax
318 dollars for all the citizens that lived in the area and what that might mean for every other
319 development. She said that one of the first things that they did in every discussion was to make
320 sure that the person who came into the discussion with the city was following the original
321 agreement. She felt that this was important for when they were talking about responsibility and
322 subsidizing occupancy and parking costs, or expending city funds. She felt that they were
323 moving on a good path together and hoped that they could continue to do that.

324
325  Mr. Kelley felt that the subcommittee went well, was productive, and was moving them in
326 the right direction. He felt that both sides were doing a good job in moving them in a positive
327 direction to find a good resolution to this issue.

328
329  Resident Russell Evans, living in The Villas subdivision, expressed concerns with the
330 number of rentals and women walking alone at night. He felt that the issue needed to be resolved
331 as soon as possible and that they needed to make sure parking was adequate for future
332 developments.

333
334  Mayor Fullmer mentioned that the Utah County Sheriff's Office had a Safe Walk program
335 for anyone who needed it. They could call dispatch and the Sheriff's Department would come
336 and escort them to their homes.

337
338  Mayor Fullmer called for a motion to continue this item or for additional comments from the
339 City Council.

 Councilmember Sifuentes asked if they were waiting for the lawyers to agree. Mr. Nair replied that they wanted to see the HOA's redlines first. He mentioned that the council could have an agreement in place or push it off, etc. Councilmember Sifuentes was hoping they could get the agreement figured out today. She stated that she understood and respected the HOA's concerns.

 Mayor Fullmer felt that it would be appropriate to give the additional time that the HOA boards needed.

 Councilmember Rasmussen was ready to move forward tonight but appreciated that the HOA needed more time.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO MOVE THE ADOPTION OF 2023-14 TO THE NEXT COUNCIL MEETING ON APRIL 12. There was a discussion about the date.

 **Amended Motion:** COUNCILMEMBER FLAKE MOVED TO MOVE THIS RESOLUTION TO A FUTURE DATE WHEN ALL REDLINES ARE COMPLETED. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Mayor Fullmer called for a motion to strike the next three items. She turned the time over to Community Development Director Morgan Brim.

 Mr. Brim gave a brief update on the reason for the postponement of these items.

9.4 PUBLIC HEARING – General Plan Amendment to the Public Facilities and Services (Ordinance 2023-14) *(This item is being struck from this agenda and the public hearing notice will be reposted for a future date.)*

Senior Planner Briam Amaya Perez will present a city-initiated General Plan Amendment to the Public Facilities and Services element of the General Plan. This will update the goals and strategies for managing public utilities and services throughout the city. In addition, the city added a new element to the General Plan titled, Water Use and Preservation, which will plan to develop, deliver, and efficient use of our limited water resources. The mayor and City Council will act to adopt (or deny) this request by Ordinance.

9.5 PUBLIC HEARING – Zoning Text Amendment - Domestic Livestock and Fowl (Ordinance 2023-15) *(This item is being struck from this agenda and the public hearing notice will be reposted for a future date.)*

City Planner Cache Hancey will present an ordinance which would provide greater allowance for domestic fowl in lots less than 1 acre and would permit a certain number of chickens based on lot size.

387 **9.6 PUBLIC HEARING – Central Corridor Master Plan (Ordinance 2023-16)**

388 *(This item is being struck from this agenda and the public hearing notice will be reposted*
389 *for a future date.)*

390 Senior Planner Briam Amaya Perez will present a master plan, which will specify the
391 city's intended use and programming for the approximately 80-acre open space area in
392 the center of the city commonly known as the Corridor. Those uses include but are not
393 limited to public open space, recreation, transportation options, economic development,
394 and open space preservation. Additionally, this plan provides details for the proposed
395 programming and future implementation.



397 Mayor Fullmer called for a motion to strike items 9.4, 95, and 9.6.



399 **Motion:** COUNCILMEMBER WELSH MOVED TO STRIKE PUBLIC HEARING
400 ITEMS 9.4, 9.5, AND 9.6 FROM THE AGENDA. COUNCILMEMBER FLAKE SECONDED
401 THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN,
402 SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

405 **10. CLOSED SESSION**

406 No closed session was held.

409 **11. ADJOURNMENT**



411 Mayor Fullmer called for a motion to adjourn the meeting.



413 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADJOURN THE MEETING AT
414 7:36 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR
415 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH
416 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

419 **MINUTES APPROVED ON:** _____

421 **CERTIFIED CORRECT BY:** /s/Pamela Spencer

422 **PAMELA SPENCER, CITY RECORDER**



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 12, 2023

Agenda Item: 6.3 Municipal Alternate Voting Methods Pilot Project (also known as Ranked Choice Voting)

Department: Recorder/Elections

Presenter: Pamela Spencer

Background/Discussion: In 2018, the Utah State Legislature passed HB 35 Municipal Alternate Voting Methods Pilot Project that established a pilot project in which cities could use instant runoff voting, also known as ranked choice voting.

The city Council voted in 2019 and 2021 to run the Municipal Elections using the ranked choice voting method.

Fiscal Impact: using the Ranked choice voting method allows the city to bypass the Primary Election and only hold the General Election. This saves the city half the costs to run the election. The costs to run the election have not been determined at this time.

Recommendation:

Staff is recommending that the City Council approve the use of Municipal Alternate Voting Methods Pilot Project (ranked choice) for the 2023 Municipal Elections

Sample Motion:

I move to adopt Resolution 2023, approving the city of Vineyard, Utah to participate in the Municipal Alternate Voting Methods Pilot Project for the 2023 Municipal Elections.

Attachments:

Resolution 2023-14

RESOLUTION NO. 2023-14

**A RESOLUTION REQUESTING INCLUSION OF
VINEYARD, UTAH IN THE MUNICIPAL ALTERNATE
VOTING METHODS PILOT PROJECT**

WHEREAS, the State of Utah by its General Assembly has made available a pilot project for participation in the alternate voting methods for municipal elections beginning January 1, 2019, and ending on January 1, 2026; and

WHEREAS, House Bill 35 was passed during the 2018 General Session allowing municipalities to conduct nonpartisan races using instant runoff voting in accordance with the requirements of 20A-4 of the Utah Code and all other applicable provisions of law, during any odd-numbered year that the pilot project is in effect (as amended); and

WHEREAS, in accordance with 20A-4-602(3)(a) of the Utah Code, a resolution must be passed each election year because a resolution for the last election cycle is not valid for the purpose of submitting notification to the Lieutenant Governor;

WHEREAS, on April 12, 2023, the Vineyard City Council held a duly noticed public meeting to discuss and ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, the Vineyard City Council voted to provide written notice to the Lieutenant Governor stating that the municipality intended to participate in the pilot project for the 2023 election year, which document included a statement signed by the election officer of the municipality, stating that the municipality had the resources and capability necessary to participate in the pilot project; and

WHEREAS, the Vineyard City Council finds that it would be in the best interest of the city of Vineyard and its citizens to hold its 2023 Municipal General Election by instant runoff voting.

NOW, THEREFORE BE IT RESOLVED that the Vineyard City Council adopts instant runoff voting for the 2023 Municipal General Election and that by this resolution, gives notice to the Lieutenant Governor to enter the Municipal Alternate Voting Methods Pilot Project for its 2023 Municipal Elections.

Approved and adopted by the Vineyard City Council this 12th day of April, 2023.

Attest:

Julie Fullmer, Mayor

Kelly Kloepfer, Deputy Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 12, 2023

Agenda Item: 6.4 Interlocal Agreement with Utah County for Election Services

Department: Recorder/Elections

Presenter: Pamela Spencer

Background/Discussion:

The past four election cycles we have contracted with Utah County and their elections office to conduct our elections and I feel that it would be beneficial to continue the relationship with the county to facilitate the running of our elections.

Fiscal Impact: The county has calculated that it will cost them approximately \$2.25 per voter to run the Municipal Elections. Based on the number of active voters, which is currently 6,303 for an approximate total of \$14,181.75 for the General Election. It would be the same amount if a Primary Election is held. This amount is subject to change depending on how many new voters register between now and the election.

Recommendation:

Staff is recommending that the City Council approve the mayor to sign the Interlocal Cooperation Agreement between Utah County and Vineyard City for the administration of the 2023 Municipal Elections.

Sample Motion:

I move to adopt Resolution 2023-15, as presented and allow the mayor to sign the Interlocal Cooperation Agreement between Utah County and Vineyard City for the administration of the 2023 Municipal Elections.

Attachments:

Resolution 2023-15
Interlocal Agreement
Scope
Cost calculation

RESOLUTION NO. 2023-15

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

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

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with Utah County for the administration of the 2023 Municipal Elections.

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

1. The Vineyard City Council authorizes the mayor to sign the agreement titled Interlocal Cooperative Agreement between Utah County and Vineyard City for the Administration of the 2023 Municipal Elections, in the form attached hereto as Exhibit A.

2. This resolution shall take effect upon passing.

Passed and dated this 12th day of April 2023.

Mayor

Attest:

Deputy Recorder

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND VINEYARD CITY
FOR THE ADMINISTRATION OF THE 2023 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and VINEYARD City a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITY desire to successfully conduct the 2023 CITY Municipal Primary (August 15) and General (November 7) Elections (collectively “2023 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2023 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2023 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2023 CITY Municipal Elections. This Agreement contemplates basic,

traditional primary and general elections (including ranked-choice voting, if applicable) for the 2023 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2023 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2023 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties

agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable,

shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without

the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2023 - ____, authorized and passed on the ____ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
AMELIA POWERS GARDNER, Chair

ATTEST: AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
JEFFREY S. GRAY, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of
_____ 2023.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Exhibit A
2023 Municipal Elections
Scope of Work for Election Services
Revised 27 February 2023

Services the City will provide, include, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure requirements by state code and/or city code.
- Publish Public Notices as required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up-to-date and informed on all legal requirements governing candidates, campaigns, deadlines, and recounts.
- Thoroughly examine and proof all election ballots and provide final approval.
- Host on the City website a link to or copy of the unofficial reported results as hosted on the County Elections webpage prior to certification, the official reported results as hosted on the County Elections webpage after certification, the location of the county-owned ballot drop boxes, and a link to the website for voters to opt-in to receive ballot alert texts.
- City will not change the format or otherwise alter the unofficial or official reported results, only displaying them in the form and format as provided by the County.
- City will canvass the final election results 7 days after Election Day, or a date prescribed by the County Clerk.

Annexations or other boundary changes impacting the administration of the municipal elections need to be submitted to the County prior to June 1, 2023. Annexation changes submitted on or after June 1, 2023, will not be incorporated into this election.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures, and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot printing
- Ballot mailings
- Ballot retention and storage
- Outgoing / Return postage
- Ballot processing
- Printing optical scan ballots
- Program and test voting equipment
- Program electronic voter register
- Poll Worker recruitment, training, and supervision
- Compensate vote center poll workers
- Delivery of supplies and equipment
- Tabulate and report election results on county website
- Provisional ballot verification
- Update voter history database
- Conduct audits as required by state statute and/or administrative rule
- Conduct recounts as required by state statute and/or administrative rule
- Election Day administrative support
- Operation of countywide vote centers
- Provide final canvass report of Official Election Results. The City is responsible to canvass their municipal election on the date designated by the County Clerk. Such results will constitute the final Official Results of the Election.
- Ballot drop box services – maintain, unlock and lock boxes, collect ballots, and maintain security camera footage.

The County will provide a good faith estimate for budgeting purposes. Election costs are calculated upon the offices scheduled for election, the volume of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the election(s) which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, may be changed.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election as required by state statute, the City Clerk/Recorder is the Election Officer.

Exhibit B

2023 Municipal Elections

Active voters for billing purposes will be calculated 11 days before each Election Day.

Vineyard

Election	1/4/2023	Not to exceed \$2.25 per voter per election
Primary	6,303	\$14,181.75
General	6,303	\$14,181.75
Estimated Cost as of 3/6/2023		\$28,363.50



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 04-12-2023

Agenda Item: 6.5 Purchase and Installation of Wireless Irrigation System along Main Street

Department: Public Works

Presenter: Naseem Ghandour, P.E.

Background/Discussion:

This staff report recommends the Resolution (**Exhibit 1**) for the purchase and installation contract for the wireless irrigation system to replace the broken 2-wire system along Main Street (**Exhibit 2**). The old 2-wire system is outdated and in disrepair, resulting in inconsistent watering patterns and high water usage. The wireless irrigation system is a modern, energy-efficient, and cost-effective alternative that will provide precise and effective watering to the Main Street area.

Vineyard City seeks to purchase a wireless irrigation system from Mountain Water & Irrigation to replace the broken 2-wire system along Main Street for \$37,255 (**Exhibit 3**). The new wireless irrigation system is designed to provide precise water application to grass, plants, and trees, resulting in increased growth and reduced water usage. The system uses soil sensors to measure soil moisture levels, which are then used to determine the precise amount of water needed for optimal crop growth. The system also includes weather sensors, which provide real-time weather data to help adjust watering schedules accordingly.

To ensure the successful installation of the wireless irrigation system and to guarantee its functionality, it is recommended that Vineyard City contracts with the purchase and installation contract from Mountain Water & Irrigation. The agreement will include the purchase of necessary equipment and installation services.

The purchase and installation contract will cover the following:

1. Purchase of equipment: Mountain Water & Irrigation will provide all necessary equipment for installing the wireless irrigation system, including soil sensors, weather sensors, and other necessary components.
2. Installation services: Mountain Water & Irrigation will provide installation services, including site preparation, installation of equipment, and system testing to ensure optimal functionality.
3. Warranty: Mountain Water & Irrigation will provide a warranty on all equipment and installation services for the period until October 2024. This warranty will cover any defects or malfunctions during the specified period.



VINEYARD CITY COUNCIL STAFF REPORT

Vineyard City visited Temple Square in Salt Lake City, where the wireless irrigation system is currently in use. Our inspection of the system in operations and a conversation with the grounds and irrigation manager concluded that the system and technology behind the system would meet the needs and requirements of Vineyard City if implemented by an experienced professional.

The purchase and installation of the wireless irrigation system will save Vineyard City approximately \$60,000 versus the traditional 2-wire method that would require five directional bores. The wireless irrigation system installation will not disturb the established park strips along Main Street. Installing the wireless system does not require trenching or other disruptive excavation work. This means the city can avoid the cost and time needed to repair the park strips, resulting in additional cost savings.

Furthermore, Vineyard City contacted several irrigation contractors for consideration and either received no response, an uninterested response or was referred to Mountain Water & Irrigation (**Exhibit 4**). Vineyard City's choice to go with Mountain Water & Irrigation comes from their high recommendations from industry partners, ability to perform the work, and cost savings versus the traditional hardwire method.

Fiscal Impact:

\$37,255 from FY23 Budget

Recommendation:

Staff Recommends Approval

Sample Motion:

I motion to approve the resolution to allow the City Manager to agree with Mountain Water & Irrigation to purchase and install a wireless irrigation system as presented by staff at a total cost of thirty-seven thousand two hundred and fifty-five dollars (\$37,255).

Attachments:

1. Resolution for Purchase and Installation of Wireless Irrigation System from Mountain Water & Irrigation
2. Irrigation System Audit along Main Street
3. Proposal for Wireless Irrigation System from Mountain Water & Irrigation System
4. Email from Vineyard City Maintenance Manager regarding Project Cost Quotations

RESOLUTION 2023-16

A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO THE LOWEST BIDDER, MOUNTAIN WATER & IRRIGATION LLC, FOR THE PURCHASE AND INSTALLATION OF WIRELESS IRRIGATION CONTROLLERS ALONG MAIN STREET

WHEREAS, notice to bidders has been duly given as required by law; and

WHEREAS, after consideration of bids filed (see Exhibit 4), it was determined that Mountain Water & Irrigation LLC is the best and lowest bidder for the public improvement as is herein outlined.

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

Section 1. The bid be awarded to Mountain Water & Irrigation LLC for the purchase and installation of wireless irrigation controllers on Main Street and that the contract for the installation of the same is now awarded to said contractor in the total amount of \$37,255.00.

Section 2. That city staff are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to.

Section 3. This resolution shall take effect upon passing.

Passed and dated this 12th day of April, 2023.

Mayor Julie Fullmer

Attest:

Deputy Recorder



THRIVE UNIT 3 (3 VALVES)
CONTROLLER 2

INSTALL NEW CONTROLLER
INSTALL CONTROLLER 2 - SET
CONTROLLER INSIDE GROUND-
MOUNTED METAL CABINET.
CABINET TO BE SET ON 4"
CONCRETE PAD WITH GRAVEL
BASE AND COMPACTED SUB-BASE.
HARDWIRE THE TWO NEAREST
VALVES TO CONTROLLER.
USE EXISTING 2-WIRE AS CONTROL
WIRE FOR VALVE AT CORNER.
POWER PULLED FROM NEARBY
LIGHTPOLE BY VINEYARD CITY.

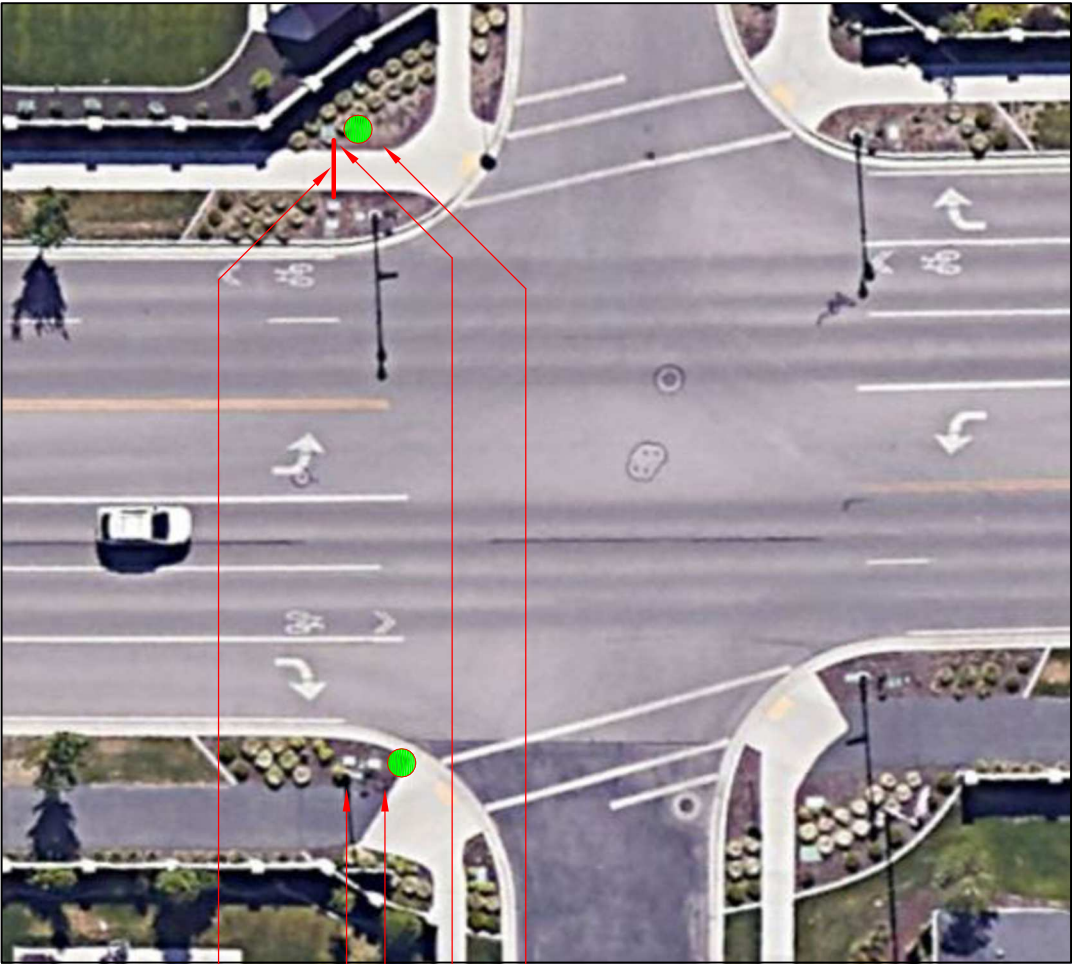
USE EXISTING 2-WIRE PATHWAY
AS CONTROL WIRE FROM THRIVE UNIT

REPLACE DRIP VALVE

REPLACE DRIP VALVE
REPLACE BROKEN VALVE BOX

EXISTING 2-WIRE CABLE CONTINUES
PAST THIS VALVE LOCATION. DIG TO
FIND SPLICE AND DISCONNECT LEG
THAT CONTINUES SOUTH ACROSS 230
NORTH. SET SPLICE IN ROUND VALVE
BOX.

230 NORTH INTERSECTION (NORTH)



THRIVE UNIT 4 (4 VALVES)
CONTROLLER 2

REPLACE DRIP VALVE

REPLACE DRIP VALVE
THRIVE UNIT 5 (2 VALVES)
CONTROLLER 2

INSTALL NEW 5 CONDUCTOR
18 AWG DIRECT BURIAL SPRINKLER
CABLE UNDER SIDEWALK CONNECTING
THE TWO SETS OF VALVE BOXES
CABLE UNDER SIDEWALK CONNECTING

230 NORTH INTERSECTION

MOUNTAIN WATER AND IRRIGATION

PARK CITY, UTAH 84068
435.770.0273

TITLE: Vineyard Main Street
Irrigation System Audit

DRAWN BY:	DATE:	REV:
MJOHN	12/15/2022	-
CHECKED BY:		SHEET:
TBRUCIA		3 OF 3

MWI

Mountain Water & Irrigation LLC
PO Box 680283
Park City, Utah 84068
435-731-0595

Vineyard City
125 Main Street
Vineyard, Utah

Quote: MSW23
Date: January 27, 2023
Job Name: Main Street
Controller Wiring

Project Description: Install provided new controllers and equipment for re-wiring of Main Street public areas. Work per audit report.

Main Street Wiring Controller 1: Materials

Rain Bird ESP-LX ME2 Controller 24 Station w/ module	1	Provided By Client
Thrive Evo Wireless Transmitter & Receiver Kits	8	Provided By Client
Rain Bird DC latching solenoids	20	\$810.00
Rainbird 1" PEB Drip valve w/ PR Drip Basket	6	\$1,002.60
Rain Bird 1" Drip Basket	1	\$99.25
Rainbird 1.5" Drip valve w/ PR Drip Basket	1	\$295.20
PVC Fittings		\$516.10
Valve Boxes		\$390.00
Conduit & Control Wire		\$587.00
Valve Wiring Materials	20	\$125.00
Controller & Thrive Mounting Materials		\$246.75
Sub Total		\$4,071.90

Main Street Wiring Controller 1: Installation

Controller Installation	1	\$380.00
Thrive Evo Installation	8	\$4,320.00
1" Drip Valve Replacement	6	\$1,975.00
1" Drip Basket Installation	1	\$325.00
1.5" Drip Valve Installation	1	\$750.00
Control Wire Trenching		\$2,540.00
Commissioning & Programming		\$720.00
Sub Total		\$11,010.00

**Controller 1
Total** **\$15,081.90**

MWI

Mountain Water & Irrigation LLC
PO Box 680283
Park City, Utah 84068
435-731-0595

Vineyard City
125 Main Street
Vineyard, Utah

Quote: MSW23
Date: January 27, 2023
Job Name: Main Street
Controller Wiring

Project Description: Install provided new controllers and equipment for re-wiring of Main Street public areas. Work per audit report.

Main Street Wiring Controller 2: Materials

Rain Bird ESP-LX ME2 Controller 24 Station w/ module	1	Provided By Client
Rain Bird 4G IQ Com. Module w/ 1 year subscription	1	Provided By Client
Rain Bird External Antenna	1	Provided By Client
Thrive Evo Wireless Transmitter & Receiver Kits	5	Provided By Client
Rain Bird DC latching solenoids	16	\$648.00
Rainbird 1" PEB Drip valve w/ PR Drip Basket	7	\$1,169.70
Rain Bird 1" Drip Basket	1	\$99.25
PVC Fittings		\$315.65
Valve Boxes		\$390.00
Conduit & Control Wire		\$154.25
Valve Wiring Materials	16	\$100.00
NEMA Outdoor Enclosure on strut base frame	1	\$3,510.50
Concrete pad with sweeps	1	\$375.00
Controller & Thrive Mounting Materials		\$385.75
Sub Total		\$7,148.10

Main Street Wiring Controller 2: Installation

Controller & Enclosure Installation	1	\$2,280.00
Thrive Evo Installation	5	\$2,700.00
1" Drip Valve Replacement	7	\$2,304.00
1" Drip Basket Installation	1	\$325.00
Control Wire Trenching		\$1,180.00
Commissioning & Programming		\$720.00
Sub Total		\$9,509.00

**Controller 2
Total** **\$16,657.10**

MWI

Mountain Water & Irrigation LLC
PO Box 680283
Park City, Utah 84068
435-731-0595

Vineyard City
125 Main Street
Vineyard, Utah

Quote: MSW23
Date: January 27, 2023
Job Name: Main Street
Controller Wiring

Project Description: Install provided new controllers and equipment for re-wiring of Main Street public areas. Work per audit report.

Main Street Remote Stations

Two Stations NE & NW corners of 400 North

Option 1: Hunter Bluetooth Remote Nodes

2 \$280.90

Node Installation

2 \$150.00

Total Option 1 \$430.90

Option 2: Thrive Evo Receiver & Transmitter

2 \$2,181.00

Thrive Evo Installation

2 \$1,080.00

Total Option 2 \$3,261.00

Project Management

System Management: May thru October 2023

\$1,100.00

System Management: May thru October 2024

\$1,155.00

Total Project Management \$2,255.00

**Project Total W/
Option 1 \$34,424.90**

**Project Total W/
Option 2 \$37,255.00**

Naseem Ghandour

From: George Schramm
Sent: Tuesday, February 28, 2023 11:34 AM
To: Naseem Ghandour
Subject: FW: Main Street Re-Wire Quote: Rev 1.0
Attachments: MWI Vineyard Wiring 2023 Rev. 1.0.pdf; PastedGraphic-3.pdf; Vineyard Irrigation Audit PAGE 3.pdf; Vineyard Two Wire Install 2021.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Naseem,

Attached are the original quote form Mountain Water & Irrigation for the main street rewire project, and the irrigation audit that was also done by MW&I, that shows detailed plans of work to be performed.

Also, I am attaching a 2021 bid for rewiring main street with 2-wire. Keep in mind these are 2021 figures. This quote does NOT include any directional boring to be performed, or any landscaping or irrigation that would need to be repaired/replaced (Upgrading and replacing worn valves and filters, any landscaping beyond rough grade, turf repair, planter bed repair, or irrigation system damage caused by trenching/digging.) Below are listed a few companies that I have reached out to for bids on either reinstalling the 2-wire or installing a wireless option. (Documentation of each can be provided upon request.)

Epic Landscape & Maintenance

Brandon Hawkins 801-592-0094

1/24/23 @ 2:55pm verbally requested as builds.

1/25/23 @ 2:02pm sent as builds.

After 1/25 several phone conversations were made. In one of these conversations, I was referred to Brady Pitcher for the wireless system. (The sales rep for Thrive Evo) that is already working with MW&I.

Empire Landscaping

Nick 801-319-6119

1/25/23 After phone conversations, requested as builds.

Left messages. No response.

Intermountain Plantings

Eli Simmons 801-381-1798

Several phone conversations were made, as-builds were sent along with their original quote from 2021. He said their commercial division was no longer interested in performing the work.

I am also going to forward a couple of the e-mail conversations I have had with Brady Pitcher regarding Thrive Evo product information.

Please review and provide insight and or direction on how we might move forward.

Thank you, George

From: Anthony Brucia <tbrucia@me.com>
Sent: Friday, January 27, 2023 2:53 PM
To: George Schramm <georges@vineyardutah.org>
Cc: Michael John <mjohn@mwewater.com>
Subject: Re: Main Street Re-Wire Quote: Rev 1.0



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 04-12-2023

Agenda Item: 6.6 Purchase of Crack Seal Machine for Public Works

Department: Public Works

Presenter: Naseem Ghandour, P.E.

Background/Discussion:

We are submitting this staff report to request the purchase of a 2022 Sealmaster Crack Pro 125 with Air Compressor for the Streets & Stormwater Division at the cost of \$79,636. This purchase will benefit Vineyard by allowing crack sealing during longer periods of the year, extending the life of the city streets and trails while enhancing the quality of service to Vineyard's residents and visitors.

The Streets & Stormwater Division has maintained the city streets and trails for many years. One of the most important maintenance tasks is crack sealing, which helps to prevent water from seeping into the pavement and causing damage. Crack sealing has traditionally been done during the summer months when the temperatures are warm enough to allow for proper sealing. However, this limited seasonality has resulted in a backlog of repairs that must be addressed during this period. Additionally, during winter months, our crews cannot perform crack sealing due to low temperatures and snowfall.

To address this challenge, we propose the purchase of the 2022 Sealmaster Crack Pro 125 with an Air Compressor. This machine has a unique heating system that allows for crack sealing during cooler temperatures, enabling our crews to perform this important maintenance task for a longer period of the year. This will allow the Streets Crew to repair the city streets and trails while enhancing the quality of service to Vineyard's residents and visitors.

The cost of the 2022 Sealmaster Crack Pro 125 with Air Compressor is \$79,636 which includes all necessary components and accessories. This machine is a long-term investment that will provide significant benefits to the city over its lifetime. Additionally, this purchase aligns with the Streets & Stormwater Division's commitment to providing high-quality maintenance services that meet the community's needs.

Comparison Quotes

Item	Base	With Air Compressor	Delivery	Total
Wheeler Crack Sealer SS125D	\$56,229	\$24,442.00	included	\$80,671
Crafco Crack Sealer SS125D	\$72,742	\$24,442.00	included	\$97,184



VINEYARD CITY COUNCIL STAFF REPORT

Sealmaster Crack Pro 125	\$76,636	included	\$3,000	\$79,636
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We recommend that the City Council approve the purchase of the 2022 Sealmaster Crack Pro 125 with Air Compressor for the Streets & Stormwater Division. This purchase will enable us to enhance the quality of service to Vineyard's residents and visitors while extending the life of the city streets and trails.

Fiscal Impact:

\$\$79,636 from FY23 Budget

Recommendation:

Staff Recommends Approval

Sample Motion:

I motion to approve the resolution to allow the City Manager to authorize the purchase of 2022 Sealmaster Crack Pro 125 with Air Compressor as presented by staff at a total cost of seventy-nine thousand six hundred and thirty-six dollars (\$79,636).

Attachment:

1. Comparison Quotes

SealMaster Utah
6778 West 2100 South
West Valley City, UT 84128
Phone: 801-252-8996
www.sealmasterutah.com

Bill To: Vineyard City
Vineyard City
125 S. Main Street
Vineyard, UT 84059
385-289-0862

INSTRUCTIONS: Will Call by: Chris
Date: 3/21/2023

Will place ordered when PO is issued
5-6 week lead time

FREIGHT STILL NEEDED TO BE ADDED

F.O.B. SealMaster Ohio

Prices are subject to change

Order Status: Pending

Pickup	Description	Order	Sold	Due	Price	Ext Price Tax
2747HH	TR 125 DA CrackPro Heated Hose - With Air Compressor	1	0	1	\$74,756.01	\$74,756.01 T
	6.46%				less: \$5,162.16	
74001	Upgrade To 22' Heated Hose	1	0	1	\$901.05	\$901.05 T
E2685	Strobe/ Beacon Light	1	0	1	\$979.14	\$979.14 T
		Total Qty Ordered: 3			0	3

Percent Unfilled: 100

Subtotal: \$76,636.20
Exempt 0 % Tax: + \$0.00
TOTAL: \$76,636.20
Deposit Balance: \$0.00
Balance Due: \$76,636.20

Thank you for your order!

TERMS: Payment Due Upon Receipt/ Finance Fee 1.5% per Month Restocking Fee 20%

Refunds within 15 days of Sale, by Check only within 3 bus. days.

Product Must be in Resaleable Condition

WARRANTY: SealMaster warrants that Product meets the chemical composition and performance requirements set forth in Technical Data. Liability to the buyer or user of this product is limited to the replacement value of the product only.



March 13, 2023

Vineyard City

Vineyard, UT

Concerning: 2023 Crafcro crack sealer

Chris,

Thank you for the opportunity to provide a quote on a 2022 Crafcro crack sealer SS125D with air compressor Option

Part #	Description	Unit	Qty.
43600BASE-AZ03	SS125D TRAILER SINGLE AXLE BASE 4/2020	EA	1
20014-AZ03	3" PINTLE HITCH REV.E	EA	1
20120-AZ03	18" HITCH EXTENSION ASSY RVC	EA	1
24096K-AZ03	FLASH BAR (ROTATING BEACON) KIT R-A	EA	1
24190K-AZ03	OVERNIGHT HEATER W/FITTING	EA	1
26058-AZ03	10# FIRE EXT. W/COVER REV.B	EA	1
26059-AZ03	FIRE EXT. BRKT FOR 10#, REV.A	EA	1
26119-AZ03	3/8 HOOK W/SAFETY LATCH REV.B	EA	2
43416-AZ03	GRAVITY FEED KIT SS LINE RB	EA	1
43549-AZ03	SPARE TIRE KIT ST225/75R15 R.A	EA	1
45535-AZ03	ENGINE COVER ASSY, 37HP AND BELOW R.L	EA	1
27114-AZ03	TIP ADAPTER RVA	EA	1
27115-AZ03	SHROUD, TIP ADAPTER RVO	EA	1
27130-AZ03	DISK, 4" SWIVEL RA	EA	1

State contract MA3383 road maintenance

Sell price Standard Machine: \$56,229.00

Optional air compressor option 47400Base-az03: \$24,442.00

Total sell for SS125 with Air compressor \$80,671.00

Thank You for allowing me to quote this machine,

Trevor Shuman | Governmental Sales Specialist | Wheeler Machinery Co.

Direct 801.978.1614 | Cell 801.209.1882 | Fax 801.974.0115 | tshuman@wheelercat.com

QUOTE #

BBBQ57394

Date Quoted 3/9/2023

EXPIRATION DATE 4/15/2023

*Due to extreme market volatility of raw materials, quotes are reviewed and revised after 30 days.
 Products ordered for shipment after the expiration date on this quote will be adjusted to the price in
 the quote valid at the time of the shipment.*

Quote To:	Account Code:	Ship To:	Account Code:
VINEYARD CITY		VINEYARD CITY	
CHRIS THOMAS			
4400 W VINEYARD RD		4400 W VINEYARD RD	
VINEYARD, UT 84058		VINEYARD, UT 84058	
US		US	
Mobile:			
Phone: (801) 226-1929			
Fax:		CHRIS THOMAS	
Email: christ@vineyardutah.org		(801) 226-1929	christ@vineyardutah.org

Project Title:	
Bid Date:	Terms: NET 30
Bid Number:	F.O.B.: PPD-ADD FREIGHT
Project Start Date:	Ship Via: Truck/Common Carrier
Ship Before: 4/15/2023	Sales Group:
Quote Effective Dates: 3/9/2023 TO 4/15/2023	Quoted By: James Clark
	Sales Office:

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: VINEYARD CITY	Quote Number BBBQ57394
Project Title:	Date 03-09-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
43600BASE-AZ03	SS125D TRAILER SINGLE AXLE BASE 4/2020	EA	1	\$65,000.0000	\$65,000.0000
20014-AZ03	3" PINTLE HITCH REV.E	EA	1	\$158.0000	\$158.0000
20120-AZ03	18" HITCH EXTENSION ASSY RVC	EA	1	\$655.0000	\$655.0000
26119-AZ03	3/8 HOOK W/SAFETY LATCH REV.B	EA	2	\$72.5000	\$145.0000
45535-AZ03	ENGINE COVER ASSY, 37HP AND BELOW R.L	EA	1	\$1,595.0000	\$1,595.0000
43549-AZ03	SPARE TIRE KIT ST225/75R15 R.A	EA	1	\$685.0000	\$685.0000
26058-AZ03	10# FIRE EXT. W/COVER REV.B	EA	1	\$285.0000	\$285.0000
26059-AZ03	FIRE EXT. BRKT FOR 10#, REV.A	EA	1	\$105.0000	\$105.0000
24190K-AZ03	OVERNIGHT HEATER W/FITTING	EA	1	\$395.0000	\$395.0000
43416-AZ03	GRAVITY FEED KIT SS LINE RB	EA	1	\$355.0000	\$355.0000
24096K-AZ03	FLASH BAR (ROTATING BEACON) KIT R-A	EA	1	\$895.0000	\$895.0000
38700N-AZ03	DRIVER ALERT SYSTEM, COMPLETE KIT RO		1	\$975.0000	\$975.0000

Customer: VINEYARD CITY

Quote Number BBBQ57394

Project Title:

Date 03-09-23

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
27114-AZ03	TIP ADAPTER RVA	EA	1	\$40.1500	\$40.1500
27115-AZ03	SHROUD, TIP ADAPTER RVO	EA	1	\$36.3000	\$36.3000
27130-AZ03	DISK, 4" SWIVEL RA	EA	1	\$117.8500	\$117.8500

Sales Tax	\$0.00
Sub Total	\$71,442.3000
Shipping Charges	\$1,300.00
Total	\$72,742.3000

Due to extreme market volatility, all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.

COMMENTS:



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 12th, 2023

Agenda Item: 6.7 Everbridge Contract Renewal

Department: Administration

Presenter: Ezra Nair

Background/Discussion:

This interlocal agreement allows the city to buy into a percentage of the Everbridge Mass notification system that is most often used to alert city and county residents in an emergency. This system also provides residents the ability to opt-in to general city or event information if that service is provided by the city. This contract is provided through the Utah County Emergency Management team and cities experience a great reduction in total cost by grouping together on this purchase.

Fiscal Impact:

\$2,254.57 with small annual increases based on census-estimated population growth in relation to the rest of the county.

Recommendation:

Recommendation:

Staff recommends the city council approve Resolution 2023-17 to enter into an interlocal agreement with Utah County for Mass Notification Services.

Sample Motion:

I move that the city council approve Resolution 2023-17 to enter into an interlocal agreement with Utah County for Mass Notification Services.

RESOLUTION NO. 2023-17

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL
AGREEMENT

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

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

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

1. The Vineyard City Council authorizes the mayor to sign the agreement titled Mass Notification Interlocal Cooperation Agreement, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 12th day of April, 2023.

Mayor Julie Fullmer

Attest:

Deputy Recorder

MASS NOTIFICATION INTERLOCAL COOPERATION AGREEMENT

THIS MASS NOTIFICATION INTERLOCAL COOPERATION AGREEMENT (hereinafter “Agreement”), is executed in duplicate this ____ day of _____, 2023, by and among **UTAH COUNTY**, a political subdivision of the State of Utah (hereinafter referred to as “County”) and **ALPINE CITY, AMERICAN FORK CITY, CEDAR FORT TOWN, CITY OF CEDAR HILLS, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, FAIRFIELD TOWN, GENOLA CITY, GOSHEN CITY, HIGHLAND CITY, LEHI CITY, LINDON CITY, MAPLETON CITY, the CITY OF OREM, PAYSON CITY, PLEASANT GROVE CITY, PROVO CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, VINEYARD CITY, and WOODLAND HILLS CITY**, all municipal corporations and political subdivisions of the State of Utah, (the combined group of cities to be hereinafter collectively referred to as the “Cities” or “City” when used in the singular).

RECITALS

WHEREAS, mass notification services provide an important means to notify the citizens residing in the boundaries of Utah County of disasters, emergencies, and other important matters, thereby promoting the health, safety, and welfare of the citizens residing in Utah County; and

WHEREAS, the parties to this Agreement will benefit by reduced fees for mass notification services to the citizens of their respective jurisdictions by entering into this Agreement while maintaining autonomy of notifications in their respective jurisdictions; and

WHEREAS, the parties to this Agreement desire to benefit from the mass notification services provided in accordance with the Agreement and the cost savings associated therewith; and

WHEREAS, County has entered into an agreement more particularly described below for countywide mass notification services to promote the health safety and welfare of citizens residing in Utah County; and

WHEREAS, the parties to this Agreement desire to enter into this Agreement to provide for the funding and use of the mass notification system; and

WHEREAS, the parties desire to set forth the terms of their agreement and the parties respective rights and obligations in this Agreement; and

WHEREAS, the parties and each of the Cities have approved this Agreement by resolutions adopted by their respective governing bodies;

NOW THEREFORE, in consideration of the covenants and promises contained herein, and

for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement with Everbridge.** County has entered into Agreement No. 2023-211 with Everbridge, Inc., (the “Mass Notification Agreement”), in the form attached hereto as Exhibit A, allowing Cities to utilize the mass notification services provided by Everbridge. Upon entering into this interlocal agreement and payment of fees to County as provided herein, each city may participate in the Everbridge mass notification services as provided in the Mass Notification Agreement.

All Cities who are contracting with Everbridge prior to entering into this Agreement have the option to remain separate organizations within the Everbridge system as currently established and may continue to contact Everbridge directly with support needs for their organizations.

2. **Funding and Apportionment of Mass Notification Expenses.**

2.1 For the first year of the Mass Notification Agreement, each City without an existing mass notification provider will pay County their share of the Mass Notification Agreement contract price as stated in the last column of the attached Exhibit B.

In the first year of the Mass Notification Agreement, Cities with an existing mass notification provider, commencing upon the termination of their respective existing mass notification contracts will pay County their pro rata share of the Mass Notification Agreement price determined as follows: (number of days remaining in the first year of the Mass Notification Agreement/365) times the city’s yearly contract price with the previous provider, or as otherwise determined and confirmed in writing between the City and County.

2.2 In the second and subsequent years of the Mass Notification Agreement, each City’s pro rata share of the contract price of the Mass Notification Agreement will be based on the number of households in their respective jurisdictions divided by the total number of households in the jurisdictions of all parties to this Agreement, times the Mass Notification Agreement contract price. The number of households in a respective jurisdiction is determined as follows: Population divided by 2.4, multiplied by 1.1, equals total households. The population used in the formula will be determined by the most recent United States Census figures. All parties shall promptly pay County in advance for the next succeeding year for their respective shares of the Mass Notification Agreement contract price as provided in section 3.1. The percentage of the expenses due from each party will be recalculated in the event updated US Census figures are released during the term of this Agreement and will be effective for the next payment period. In the second year only, a city’s pro rata share shall not exceed the amount stated in the last column of Exhibit B.

2.3 Any additional fees incurred by County or a Participating City, including fees

listed in the Mass Notification Agreement, will be paid by the County or Participating City incurring the fee or service, including but not limited to API connections, additional ORGS and training not listed in the quote, and new ORG implementation fees.

3. **Payment.**

3.1 The County shall send an invoice to each of the Cities for the amount of each City's payment to County for their respective share of the Mass Notification Agreement contract price. The County shall include a detail calculating each party's contract price share. A City's contract price share will be allocated as provided in the preceding section. Each party shall pay the County not less than thirty (30) days prior to commencement of the next contract year or within 30 days of receipt of an invoice from the County, whichever is later.

4. **Coordination.**

4.1 The parties shall meet at least annually to coordinate use of the mass notification services and to discuss issues regarding the services.

5. **Indemnification, Insurance, and Mass Notification Agreement Compliance.**

5.1 The parties shall maintain such liability insurance as they deem prudent and appropriate. The parties anticipate that the protections of the Utah Governmental Immunity Act, 63G-7-101 *et. seq.* will apply to any claims which may be made against any or all of the parties arising out of the use of the Mass Notification System. However, notwithstanding these protections, and without in any way waiving the defenses afforded by the Utah Governmental Immunity Act, 63G-7-101 *et. seq.*, each party to this Agreement agrees to indemnify and hold harmless each and every other party from all claims for personal injuries or damage to property to the extent that such injuries or damages directly or indirectly arise out of that party's own acts or omissions. Nothing in this Agreement shall be construed as releasing, indemnifying or holding harmless any party to this agreement from liability for that party's own acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq.*) The obligation of the parties to indemnify under this section, or as provided in any section of this Agreement, is limited to the limits of liability specified in the Governmental Immunity Act (Utah Code Section 63G-7-604), or as amended by statute or the state risk manager as provided by statute.

5.2 All parties to this Agreement shall comply with all terms and conditions of the Mass Notification Agreement and will indicate their willingness to do so by signing the Mass Notification Agreement as a Participating City. By such signature as a Participating City, the city agrees to be bound by the terms and conditions of the Mass Notification Agreement only and does not make the City

a party to the Mass Notification Agreement.

5.3 In the event any party to this Agreement breaches any term or condition of the Mass Notification Agreement, and fails to timely cure any such breach, the breaching party to this Agreement shall indemnify and hold harmless all non-breaching parties to this Agreement for all claims, injuries or damages resulting from the breaching party to this Agreement's acts or omissions, including but not limited to court costs and attorney's fees incurred as a result of the breaching party to this Agreement's acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq.*). The obligation of the parties to indemnify under this section, or as provided in any section of this Agreement, is limited to the limits of liability specified in the Governmental Immunity Act (Utah Code Section 63G-7-604), or as amended by statute or the state risk manager as provided by statute.

6. **Duration**. This Agreement shall be effective immediately upon the signature hereof by at least two named parties to this Agreement and shall remain in full force and effect as to all signatories to this Agreement for a period of five (5) years including any subsequent renewal of the Mass Notification Agreement on the same terms and conditions as the original agreement, or until such time as the Mass Notification Agreement is terminated, whichever is sooner.

7. **Interlocal Cooperation Act**. The following terms are included in the Agreement to comply with the requirements of the Interlocal Cooperation Act:

7.1 **Purpose**. This Interlocal Cooperation Agreement has been established and entered into by the parties to provide mass notification services within Utah County.

7.2 **No Separate Entity, Administration**. The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk shall specify and further agrees that said books shall be open for examination by the signatories hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Agreement. The parties further agree that they will not acquire, hold, or dispose of any personal property pursuant to this Agreement.

7.3 **Financing**. There shall not be a separate budget to carry out the terms of this Agreement, but each party shall fund and pay for its respective responsibilities pursuant to this Agreement. Except as otherwise specifically provided herein,

each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

7.4 **Filing.** A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act.

7.5 **Legal Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act.

7.6 **Termination.** Upon the termination of the Mass Notification Agreement, the parties will each pay County their pro rata share for the cost of any services due under the Mass Notification Agreement as determined in section 2.2.

7.7 **Equipment.** The parties will provide and maintain such equipment as they determine necessary for their own use of the mass notification services. Any equipment provided by a party shall remain the property of the party providing the equipment. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

8. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

9. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the governing or legislative body of each of the parties, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each party that is authorized to represent said party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records of each party.

10. **No Presumption.** Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

11. **Notices.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties directed to their respective County Commission Chairman or City Mayors at their respective County and City

Offices, or at such other addresses as may be designated by notice given hereunder.

12. **Assignment.** The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

13. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

14. **Time of Essence.** Time shall be of the essence of this Agreement.

15. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

16. **Breach.** In the event that any party breaches this Agreement, a non-breaching party may serve the breaching party with a notice to cure the breach by certified mail, return receipt requested or personal delivery to the breaching party. The breaching party shall cure the breach within thirty days of receiving notice to cure, or if the breach is not capable of curing within thirty days, commence corrective action within thirty days and diligently pursue correction of the breach until the breach is cured. Failure to cure or diligently pursue corrective action constitutes a breach.

17. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the Covenants section of this Agreement as if fully set forth herein.

18. **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

19. **Mass Notification Agreement.** The parties to this Agreement shall not violate, breach or cause the violation or breach of any term, condition or provision of the Mass Notification Agreement.

20. **Conflict.** This Agreement is subject to the terms, provisions and conditions of the Mass Notification Agreement and all applicable state and federal laws, rules, and regulations. In the event of any conflict between any term of this Agreement and the Mass Notification Agreement, the Mass Notification Agreement shall govern. The parties to this Agreement shall comply with all applicable state and federal laws, rules, and regulations.

21. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

22. **Force of Nature.** The parties to this Agreement shall not hold any other parties liable for damages or otherwise responsible in any way if any party is prevented from the performance of this Agreement by reason of acts of God, riot, strike, fire, weather, illness, war, lock-up, energy shortages, or illegality.

23. **Severability.** If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall be considered as one agreement.

25. **Third Party Beneficiaries.** This Agreement governs the rights and liabilities of the signatories to this Agreement only. No third-party beneficiaries are created, or intended to be created by this Agreement for any person or entity not a signatory to this Agreement.

SIGNED and ENTERED INTO this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
AMELIA POWERS GARDNER
Chairman, Board of Utah County Commissioners

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy Utah County Clerk

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Utah County Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

ALPINE CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

AMERICAN FORK CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

CEDAR FORT TOWN

By: _____
Mayor

ATTEST AND COUNTERSIGN:

Town Recorder

Reviewed as to proper form and
Compliance with applicable law:

Town Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

CITY OF CEDAR HILLS

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

EAGLE MOUNTAIN CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

ELK RIDGE CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

FAIRFIELD TOWN

By: _____
Mayor

ATTEST AND COUNTERSIGN:

Town Recorder

Reviewed as to proper form and
Compliance with applicable law:

Town Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

GENOLA CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

GOSHEN CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

HIGHLAND CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

LEHI CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

LINDON CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

MAPLETON CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

CITY OF OREM

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

PAYSON CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

PLEASANT GROVE CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

PROVO CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

SALEM CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

SANTAQUIN CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

SARATOGA SPRINGS CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

SPANISH FORK CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

SPRINGVILLE CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

VINEYARD CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

SIGNED and ENTERED INTO this _____ day of _____, 2023.

WOODLAND HILLS CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

City Recorder

Reviewed as to proper form and
Compliance with applicable law:

City Attorney

EXHIBIT A

[Mass Notification Agreement]



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Peter Quittner
Utah County
3075 N. Main St.
Spanish Fork UT 84660
United States
Ph: (801) 851-4140
Fax:
Email: peterq@utahcounty.gov

Quote #: Q-125131
Date: 2/2/2023
Expires On: 3/31/2023
Confidential

Salesperson: Barbara Stoker
Phone:
Email: barbara.stoker@everbridge.com

Contract Summary Information:

Contract Period:	60 Months
Contract Start Date:	4/1/2023
Contract End Date:	3/31/2028

Year 1

QTY	DESCRIPTION	PRICE
20	Additional CE/VE Keywords	USD 0.00
1	Mass Notification Base	USD 93,164.36
17	Everbridge Additional Organization	USD 0.00
1	Incident Management - Incident Communications	USD 2,500.00
1	Custom From Email Address	USD 0.00
1	Everbridge Community Engagement	USD 25,361.57
200	Scheduling	USD 0.00
1	Everbridge IPAWS Notification	USD 0.00
Year 1 TOTAL:		USD 121,025.93

Year 2

QTY	DESCRIPTION	PRICE
20	Additional CE/VE Keywords	USD 0.00
1	Mass Notification Base	USD 93,164.36
17	Everbridge Additional Organization	USD 0.00
1	Incident Management - Incident Communications	USD 2,500.00
1	Custom From Email Address	USD 0.00
1	Everbridge Community Engagement	USD 25,361.57
200	Scheduling	USD 0.00
1	Everbridge IPAWS Notification	USD 0.00
Year 2 TOTAL:		USD 121,025.93

Year 3

QTY	DESCRIPTION	PRICE
20	Additional CE/VE Keywords	USD 0.00
1	Mass Notification Base	USD 93,164.36
17	Everbridge Additional Organization	USD 0.00
1	Incident Management - Incident Communications	USD 2,500.00
1	Custom From Email Address	USD 0.00
1	Everbridge Community Engagement	USD 25,361.57
200	Scheduling	USD 0.00
1	Everbridge IPAWS Notification	USD 0.00
Year 3 TOTAL:		USD 121,025.93

Year 4

QTY	DESCRIPTION	PRICE
20	Additional CE/VE Keywords	USD 0.00
1	Mass Notification Base	USD 93,164.36
17	Everbridge Additional Organization	USD 0.00
1	Incident Management - Incident Communications	USD 2,500.00
1	Custom From Email Address	USD 0.00
1	Everbridge Community Engagement	USD 25,361.57
200	Scheduling	USD 0.00
1	Everbridge IPAWS Notification	USD 0.00
Year 4 TOTAL:		USD 121,025.93

Year 5

QTY	DESCRIPTION	PRICE
20	Additional CE/VE Keywords	USD 0.00
1	Mass Notification Base	USD 93,164.36
17	Everbridge Additional Organization	USD 0.00
1	Incident Management - Incident Communications	USD 2,500.00
1	Custom From Email Address	USD 0.00
1	Everbridge Community Engagement	USD 25,361.57
200	Scheduling	USD 0.00
1	Everbridge IPAWS Notification	USD 0.00
Year 5 TOTAL:		USD 121,025.93

Pricing Summary:

Year One Fees:	USD 121,025.93
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 121,025.93

Ongoing Fees:

Year Two Fees:	USD 121,025.93
Year Three Fees:	USD 121,025.93
Year Four Fees:	USD 121,025.93
Year Five Fees:	USD 121,025.93

Quote Terms:

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Additional rates apply for all international communications
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

Please, Sign, Date and Return:

Signature:

DocuSigned by:
Phillip E. Huff
25E1AF437AA642F...

Date:

Name (Print):

Title:

Please, Sign, Date and Return:

Signature:

DocuSigned by:
Amelia Powers Gardner
C561D059701D40E...

Date:

3/10/2023

Name (Print):

Amelia Powers Gardner

Title:

Utah County Commission Chair

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

EXHIBIT B

Population Calculated using 2020 US Census

City	Population	Total Households (Including Business)	% of Utah County households	Cost Share of \$118,525/Annually by households
Alpine	10251	4,698	0.016	\$1,842.59
American Fork	33337	15,279	0.051	\$5,992.24
Cedar Fort	430	197	0.001	\$77.29
Cedar Hills	10019	4,592	0.015	\$1,800.89
Draper		0	0.000	\$0.00
Eagle Mountain	43623	19,994	0.066	\$7,841.12
Elk Ridge	4874	2,234	0.007	\$876.09
Fairfield	161	74	0.000	\$28.94
Genola	1593	730	0.002	\$286.34
Goshen	982	450	0.001	\$176.51
Highland	19348	8,868	0.029	\$3,477.75
Lehi	75907	34,791	0.115	\$13,644.08
Lindon	11397	5,224	0.017	\$2,048.58
Mapleton	11365	5,209	0.017	\$2,042.83
Orem	98129	44,976	0.149	\$17,638.43
Payson	21101	9,671	0.032	\$3,792.85
Pleasant Grove	37726	17,291	0.057	\$6,781.15
Provo	115162	52,783	0.175	\$20,700.06
Salem	9298	4,262	0.014	\$1,671.29
Santaquin	13725	6,291	0.021	\$2,467.03
Saratoga Springs	37696	17,277	0.057	\$6,775.76
Spanish Fork	42602	19,526	0.065	\$7,657.60
Springville	35268	16,165	0.053	\$6,339.33
Vineyard	12543	5,749	0.019	\$2,254.57
Woodland Hills	1558	714	0.002	\$280.05
Utah County Uninc.	11308	5,183	0.017	\$2,032.58
Utah County Add-Ons				\$2,500.00
				\$121,025.93

Everbridge Formula = (Population) divided by (2.4) Multiplied by (1.1) = Households including businesses..... Multiplied by .46 = Annual Cost

Total Utah County Households (Including Business Factor) = 302,224



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 12, 2023

Agenda Item: 6.8 Agreement with Revize for Website Services

Department: Communications

Presenter: Kathryn Newman, Communications Manager

Background/Discussion: A priority that came from the City Council retreat was the design and implementation of a new City website.

Our communications team met with each department to assess needs and wants for a new website. We then met with three website vendors for presentations and pricing. We made a recommendation of a preferred vendor to a panel consisting of Mayor Fullmer, Council Member Welsh and Community Development Director Morgan Brim. After a follow up discussion with the vendor and our GIS consultant, the Communications Department and the panel are recommending the City sign an agreement with Revize.

Once an agreement is signed and work begins, we are anticipating a 16-20 week design process to officially launch the new website, which will encompass the needs and desires of each department and allow six staff members access to make changes and additions to the website.

Fiscal Impact: \$16,900, which includes the design and first year annual fee of \$3990.

Recommendation: Adopt the agreement with Revize on the consent agenda.

Sample Motion: “I move to adopt the agreement with Revize.”

Attachments: Revize Agreement PDF

Revize Web Services Sales Agreement

This Sales Agreement is between City of Vineyard, Utah ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 4-11-2023

CLIENT INFORMATION:		REVIZE LLC:
Client Name:	<u>City of Vineyard</u>	Revize Software Systems
Client Address:	<u>125 S Main Street</u>	150 Kirts Blvd., Suite B
Client Address 2:		Troy, MI 48084
Client City/State/Zip:	<u>Vineyard, UT 84059</u>	248-269-9263
Contact Name:	<u>Kathryn Newman 801-226-1929</u> <u>kathryn@vineyardutah.org</u>	
Billing Dept. Contact:	<u>Koby Johnston kobyj@vineyardutah.org</u> <u>and ap@vineyardutah.org</u>	
Client Website Address:	<u>https://www.vineyardutah.org/</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1 – Project Planning and Analysis, onetime fee:	\$900
1	Phase 2 – Discovery & Design from scratch - One concept, three rounds of changes, home page design, and inner page design, includes Responsive Web Programming for great viewing on mobile screens. Includes Home Page Design Layouts for the Economic Development and Recreation Microsites.	\$2,000
1	Phase 3 & 4 – Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications and CMS module updates, onetime fee:	\$5,500
1	Phase 5 – Quality Assurance Testing, onetime fee:	\$900
1	Phase 6 – Top level Extended Mega Menu navigation programming and website set up ready to add content. No content migration services are required. Due to a large amount of stale content, client prefers to migrate the content on themselves.	\$2,710
1	Phase 7 – Content Editing/Administrator Training, one-day session, remote, onetime fee:	\$900
1	Phase 8 – Go Live, onetime fee:	Included
1	Revize Annual Fee, pre-paid: Includes Unlimited Tech Support, Unlimited User Training, CMS software updates (up to 6 users), security software updates, SSL security certificate, and website health checks. Website hosting Included free of charge (10 GB storage space, 100GB monthly bandwidth limit) with pre-paid annual fee:	\$3,990
Grand Total		\$16,900

Five-year agreement with free website design refresh during year five. The annual fee will be a locked-in rate of \$3,990 for the first 5 years. If client cancels this sales agreement, without cause, before the sales agreement expiration date, the full amount of the 5-year agreement is still due. This agreement will automatically renew each year after five years of service, unless either party gives notice of cancellation by email and letter 60 days before the end of the annual one-year anniversary date. Revize requires a check for \$10,440 to start this Initiative. Remaining balance due upon website delivered for content editor training or the first-year anniversary of the kick off meeting, whichever comes first. Annual services and website hosting start the day of the Kick Off project meeting. For project timeline and details please refer to our proposal dated 3-20-2023. CLIENT understands that the project completion date is highly dependent on their timely communication with REVIZE.

CLIENT also agrees and understands that:

- The primary communication tool for this project and future tech support is the REVIZE customer portal found at <https://support.revize.com>.
- During the project, CLIENT will respond to REVIZE inquiries within 48 hours of the request to avoid any delay in the project timeline.
- CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.

Terms:

- Client owns the entire website including design, content, and CMS License.*
- Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.*



The Government Website Experts

3. *Additional content migration, if requested, is available for \$3 per web page or document.*
4. *This Sales Agreement is the only legal document governing this sale. If the contract is terminated before the expiration date, the full amount of the contract is still owed.*
5. *Both parties must agree in writing to any changes or additions to this Sales Agreement.*
6. *Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Utah.*
7. *Pricing expires in 30 days.*

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

Joseph J. Nagrant

Business Development Director

Please sign and return to:

Joseph J. Nagrant

Fax 1-866-346-8880

The Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for government websites. The applications and features are grouped into five categories:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen's Communication Center Apps

- Home Page Alert
- E-Notification Center with Text/Email Alerts
- Document Center with keyword search
- FAQs with keyword search
- Staff Directory with keyword search
- News Center with Facebook/Twitter Integration
- "Share This" Social Media App
- Online Web Forms
- Online Interactive Forms App – residents can fill out forms in their browser and not have to download a PDF.
- Photo/Video Galleries
- Changeable Home Page Photo Carousel or Video
- Quick Link Buttons
- New Revize Web Calendars with monthly grid and listing view
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Multi-use Listing Directory with picture, phone, email, Google navigator
example: https://www.largo.com/facilities_directory/index.php
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting
- Bid Posting
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Online Web Form Builder with drag & drop text fields
- Online Interactive Forms Builder
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics

Mobile Device and Accessibility Features

- ADA Compliant WCAG 2.1 AA
- ADA Accessibility Widget
- Responsive Website Design (RWD) for great mobile phone viewing

Service Level Agreement

Revize Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues, determined by Revize, are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Until this error is resolved, the website is essentially halted. A large number of users and or core program functionality are severely impacted.

Critical issues are defined as website errors that are an inconvenience, or causes a inconsistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but the ser would eventually want changed.

Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 6 a.m. – 6 p.m. MST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 12, 2023

Agenda Item: 6.9 Fire Station Task Order 1 - Agreement with CRSA

Department: Community Development

Presenter: Morgan Brim, Community Development Director

Background/Discussion:

Vineyard City is responsible to construct a fire station within the city boundaries as required under our Vineyard-Orem Contract. This fire station will provide emergency services that are critical to maintaining a high standard of living for residents and is an essential component for long-term growth of the Downtown and other significant project areas in the city.

The City contracted with CRSA - Architecture, Planning, and Interiors Design Firm to provide planning services on an as needed basis. In this first task order, CRSA will conduct a feasibility study and pre-design concepts for the fire station. Four sites have been identified in the task order and will be analyzed under the feasibility study. This study will determine the best location for the fire station based on factors outlined in Section 2.0 of the attached agreement scope. This includes preliminary design concepts, aerial photos, soil boring, analyzing response times, temporary facilities layout, and cost estimation.

1. City Offices Site – 125 S. Main Street
2. Public Works Yard – 282 W. 1600 N.
3. East Geneva – East of UVU North Vineyard Campus on Mill Road Extension
4. The Forge – 796 E. 650 N. East of Megaplex along Geneva Road

Following completion of this task order, it is the city's intent to move forward with a second task order to initiate construction documents for the fire station. Staff will return for approval of that agreement when ready.

Fiscal Impact: \$46,300 base fee and optionally \$2,500 for aerial photography per site if requested by the City.

Recommendation: Authorize City Manager to sign agreement with CRSA to initiate Vineyard Fire Station Task Order #1.

Sample Motion: *"I move to authorize the City Manager to sign an agreement with CRSA to initiate Vineyard Fire Station Task Order #1."*

Attachments: Vineyard Fire Station Task Order #1

Proposal for Professional Design Services

Task Order #1: Vineyard Fire Station

Vineyard City
125 South Main Street
Vineyard, Utah, 84059
04/10/2023

EXHIBIT A- SCOPE

SECTION 1 INTRODUCTION

1.0 PROJECT OVERVIEW & UNDERSTANDING

Introduction:

Thank you for the opportunity to provide a proposal for a feasibility study and pre-design services for the Vineyard Fire Station. We understand that Vineyard City (Owner/Client) is obligated to construct a fire station within its city limits to satisfy agreements with the Orem City Fire Department. This study will determine the best location for the fire station based on factors outline in Section 2.0 of this Exhibit. The potential location of the Fire Station will be chosen from among the sites listed on Exhibit D. This effort will be led by Kelly Gillman of CRSA (Consultant).

The CRSA team is composed of the following (or following proposed) consultants:

PROJECT TEAM		
Owner's Representative	Morgan Brim, Vineyard City	Task Order
Architect of Record	CRSA	All Fire Station Task Orders
Landscape Architect	CRSA	All Fire Station Task Orders
Urban Planning	CRSA	All Fire Station Task Orders
Interior Design	CRSA	Subsequent Fire Station Task Order
Civil Engineering	WCG, See Exhibit E	All Fire Station Task Orders
Updated Aerials	WCG, See Exhibit E	Initial Fire Station Task Order
Cost Estimating	Parametrix (Pending)	Initial Fire Station Task Order
Geotech	WCG, See Exhibit E	Initial Fire Station Task Order
Environmental	TBD	Initial Fire Station Task Order
CRSA Consultants		
Civil Engineering	WCG (Pending)	Subsequent Fire Station Task Order
Boundary/Alta Survey*	WCG (Pending)	Subsequent Fire Station Task Order
Geotechnical Report*	WCG (Pending)	Subsequent Fire Station Task Order
Ground Motion Analysis*	WCG (Pending)	Subsequent Fire Station Task Order
Fire Flow Test*	WCG (Pending)	Subsequent Fire Station Task Order
Environmental	WCG (Pending)	Subsequent Fire Station Task Order
Mechanical Engineering	VBFA (Pending)	Subsequent Fire Station Task Order
Structural Engineering	Calder Richards (Pending)	Subsequent Fire Station Task Order
Electrical Engineering	VBFA (Pending)	Subsequent Fire Station Task Order
Cost Estimating	Parametrix (Pending)	Subsequent Fire Station Task Order
*Technical Study		

Project Program:

- A. User Program
 - a. Assumption of structure as an essential facility
 - b. Training center feasibility per site and layout (separate structure outside main fire station)
 - c. Determine if a combination fire/police station is feasible at Location 1
 - d. Minimum of boarding for three (a, b, and c) shifts of 6 people each (except as noted)
 - e. Kitchen Facilities for same shift count
 - f. Locker/Staging and workout spaces
 - g. Additional needs to be determined generally in feasibility study (Offices, conference rooms, restrooms, etc)
- B. Vehicle Bay Program
 - a. Assumption of structure as an essential facility
 - b. Three fire truck bays for a single station and four bays for a dual station. Locations 1 and 2 are single stations. Locations 3 and 4 are dual stations (See Exhibit D)
 - c. One ambulance bay is needed in addition to fire truck bays
 - d. Where possible, pull through bays are desired for all uses
- C. Site conceptual design shall show a general floor plan as to how the buildings uses will be housed and how fire trucks will circulate. Plans will be tested on each of identified sites (See Exhibit D).
 - a. Fire Station Floor Plans
 - b. Site/Truck Circulation
 - c. Utility Extensions to Site if not immediately available
 - d. Response Time (provided by City/Orem City)
 - e. Soils Analysis to test for suitability (essential facility)
 - f. Temporary Fire Station on site, two bay or three bay temporary facility. (One 4-6-person crew)
Fit on site while constructing permanent station next to it vs/ a temporary station in another site

Summary:

If accepted, this scope and schedule of fees will become a part of a professional service agreement between the Client and CRSA, Inc. (CRSA), including:

Part A: Scope**Part B: Schedule****Part C: Fee Proposal****Part D: Limit of Work & Assumptions****Part E: Consultant Proposals****2.0 DEFINITIONS**

Additional Services are professional Services rendered other than the base Services including, but not limited to, extra submittals and instruments of Service and meetings and presentations.

Authority Having Jurisdiction (AHJ)

- 1) **Design Services:** Are those authorities that have control over permitting an architectural design, landscape design, or engineering design
- 2) **Planning Services:** Are those authorities, including Planning Director (or similar position), Planning Commission, or City Council that have control over permitting a proposed project by a 3rd party Owner within a Client's Municipal Limits

The terms **Owner & Client** are defined in the Overview.

The term **Concept Design** means a general idea or understanding of the potential of a structure, building, or landscape given its opportunities and constraints. Concepts are conveyed in narratives, diagrams, and renderings to show sources of inspiration, physical and social connections and define goals and value propositions.

Construction Administration (CA) are the Services delivered during the construction phase of Work. These Services are administratively guided by the specification division 1 general requirements of the construction contract and the administrative and closeout procedures.

The term **Contract Documents (CD)** includes the specific requirements to construct the Work and consist of, Construction Drawings, specifications, addenda issued prior to execution of the contract. CD's do not include procurement or bid forms or documents.

Design Sketch (DSK) is a sketch issued to clarify the Work often accompanying a RFI response.

Design Process is the logical execution of Professional Design Services beginning with Pre-Design (where selected) and continuing through Schematic Design, Design Development, Construction Documents (collectively Design Services), Bidding, through to Project Closeout.

- 1) The Term **Pre-Design** means the information gathering phase and development of a Concept Design that will be the foundation for the design phases to follow. The main goal during this phase is to learn everything possible about the project and develop a program, which describes all components for the project, their approximate sizes and any specific qualities or unique features. The other part of Pre-design phase is observing and documenting the existing conditions at the project site. This may entail a survey of the land to determine the property line locations and/or measurements of any existing structures.
- 2) The term **Schematic Design (SD)** means the portion of the design process that developed and test options and generating general idea of the look and feel of the project. The vision and shape of the project will begin to take form. Hand sketches, and models to help visualize the size, shape, and relationship of interior spaces to each other will be developed. Refinements to the ideas according to your feedback will take place. Meetings and/or Site Visits may be included.
- 3) The term **Design Development (DD)** means the portion of the design process that advances the design significantly based on the approved concept. The first priority of this phase is to define and develop all the important aspects of the project and produce a set of drawings and outline specification to show potential contractors for preliminary cost estimating. Interior and exterior materials and functionality will be outlined. The building exterior will be more fully designed, the interior layout completed, dimensions of all spaces finalized, and most materials selected. All engineering components will be integrated. Meetings and/or Site Visits may be included.
- 4) The term **Construction Documents (CD)** means the portion of the design process that produces written and graphic documents prepared for communicating the project design for construction and administering the

construction contract. They consist of the drawings, specifications, contracting requirements, procurement requirements, modifications and addenda, and resource drawings. The division of documentation between architectural (and other subconsultants) and landscape architectural services is defined by the Schematic Design and Design Development definitions. Meetings and/or Site Visits may be included.

- 5) The term **Bidding and Permitting** means the process of evaluating contractor qualifications and provide assistance with obtaining and reviewing bids. During this phase we add to the Construction Documents any additional information required to get a building permit. This is the information needed to show the project complies with the applicable land use, building, and energy codes, and any other applicable guidelines and regulations required by the city or jurisdiction issuing the permit. Meetings and/or Site Visits may be included.
- 6) The Term **Construction Administration** means the process of observing the construction process. Regular visits to the site will take place to answer questions from the builder and proactively address potential issues. At our site visits we will take photos and write field reports to document the progress, confirm the materials and workmanship are of the quality you agreed to, and verify the contractor's billings accurately reflect the amount of work completed. At the end of the project, a final Punch List is developed to ensure all work is.
- 7) The Term **Close Out** means the process of developing Record Drawings for the Owner.

Design/Planning Team is the full complement of professional services firms that are working under the CRSA contract. CRSA is the Prime Consultant and those working under contract with CRSA are Subconsultants.

The term **Limits of Work (LOW)** means the boundary of the Professional Services and limits of Contract Work.

- LLOW means the Landscape Limit of Work which may be different than the overall Limits of Work.
- PLOW means the geographic area within which planning services will be provided to the Client or Owner

Leadership in Energy and Environmental Design (LEED) certification is an environmental sustainability rating system for building created and operated by the United States Green Building Institute.

The term **General Conditions of the Contract for Construction** means a document with general conditions articles that are a part of the contract for construction between the Client and the General Contractor. These articles define responsibilities, time, payments and completion, insurance, and bond requirements.

The term **General Contractor (GC)** is the person or entity identified as such in the contract for construction and is responsible for performing the Work in accordance with the Contract Documents.

The term **Inspect** means to examine carefully and critically, especially for defects. This term is usually associated with a site visit to determine if the Work is substantially complete.

The term **Notice to Proceed (NTP)** is the written indication by the Client to CRSA to act and provide Services. The date of commencement is established by the notice to proceed.

The term **Observe** means perceive, notice, see and associate through periodic site visits to Observe Contract Work.

The term **Request for Information (RFI)** means a request for interpretation of the Contract Documents.

Planning Process is the logical execution of Professional Planning Services that are described in Section 2 of Exhibit A, Scope of Services.

The term **Professional Services (Design and/or Planning)** means the Basic Professional Services, or the components of the Process, and any Supplemental or Additional Services delivered by CRSA.

Substantial Completion

- 1) Architectural or Landscape Architectural Design: Stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Construction Documents and Specifications so that the Client or Owner can occupy or utilize the Work for its intended use. It is also the date of the commencement of applicable warranties.
- 2) Planning: Stage in the process when the Work is returned to the Client for approval by AHJ.

Supplemental Services means those Services known at the time that the project is scoped and proposed but are not a part of the Base Services or Fees. These Services may be authorized after the base Services begin as a Modification to the Professional Services Contract.

The term **Work** means the construction and services required by the Construction Documents to be fulfilled by the GC.

3.0 MEETINGS

- Owner and design team weekly/monthly Project Meetings are to be held primarily by video conferencing, except where otherwise noted.
- Owner meetings held in CRSA's Salt Lake City office are considered as local meetings (no additional travel required), except where noted otherwise.
- Meetings held in Client's/Owners office within Salt Lake County are considered as local meetings (no additional travel required), except as otherwise noted.
- Meetings held on the project site, unless within Salt Lake County will require travel labor and travel expense. The quantity, if applicable, is noted and included in the CRSA fee proposal. Additional visits may be negotiated.

SECTION 2 INITIAL PROFESSIONAL SERVICES

1.0 INITIAL FIRE STATION TASK ORDER: BASIC DESIGN SERVICES

Scope of Work includes the following Design Phases and/or Tasks.

Phase 01: Pre-Design Services

- 1) Develop a preliminary program for the fire station and training center facility based on the general program provided in Section 01 and develop a SWOT analysis for comparison.
 - a) Develop a preliminary program for the police station that may be required at certain site locations.
 - b) Hold meetings with committee of decision makers who may be users of facilities
- 2) Create a preferred conceptual plan for Vineyard Fire Station and Training Center at each site location listed in Exhibit D for the program listed in Section 01.

- 3) Provide a layout for a temporary fire facility at each site, which may be needed depending on construction timing and funding, at each site location
- 4) Estimate costs for each property including full projected costs of the facilities, site improvements and utility infrastructure, and potential soil remediation.
 - a) Full Construction vs/and
 - b) Temporary Facility
- 5) Support selection of preferred site by
 - a) Review of staffing, response performance, service demands and community risk assessment.
- 6) Present recommendations and findings to City Council on May 24, 2023 (appx. 6 pm).

SECTION 3 SUBSEQUENT PROFESSIONAL SERVICES

1.0 SUBSEQUENT FIRE STATION TASK ORDER (DESIGN SERVICES)

Phase 02: Schematic Design (SD)

Schematic design is the first phase of basic services for project design. At this stage in a project, the design professional describes the project three-dimensionally. A range of alternative design concepts are explored to define the character of the completed project and an optimum realization of the project program.

02: Scope

Upon receipts of Client's written NTP, CRSA will begin A/E, Landscape Architecture, and Interior Design Services and coordinate Civil, Structural, Mechanical, Electrical Design

- Administer the Schematic Design Process and manage all project subconsultants.
 - Architectural Plans
 - Technical Studies (See Section 1.0 in this Exhibit)
 - Engineering Plans
- Visioning Workshop \ Kick-Off Meeting: Establish the owners Vision, validate programmatic size of the project and authorize design work to follow an agreed upon design aesthetic.
- 3D Modelling to envision the project
- Coordinate W/Owners Contractor (if available) to aid in development of Cost Estimate
- Drawings Elements based on approved prior phase
 - Floor Plans and Layout
 - Buildings Massing
 - Exterior Elevations and Finishes

Landscape Architectural Design.

- Drawings Elements
 - Collaborate with Architect and Civil Engineer to support the development a base site plan for the siting of all program elements listed, site plan drawing to be provided to CRSA.
 - Develop an initial planting plan for the site program elements.
 - Develop a site plan rendering to support presentations and/or permitting discussions.
- Coordinate W/Owners Contractor to aid in development of Cost Estimate

Interior Design, including sourcing of all materials.

- Collaborate with Architect and Consultants in Schematic Design Process
- Vision Workshop / Conceptual Design & Aesthetic Development for Finishes
- Workshop for Development of Aesthetic for FFE
- Drawing Elements based on conceptual design.
 - Floor Plans
 - Conceptual Space Planning
 - Conceptual Exterior Elevations
 - Representative Overall Building Sections

02: Meetings -

- 1) Regular Project Meeting with Client and design team, during service weeks (Exhibit B of Proposal)
- 2) Travel schedule outline in Exhibit B of Proposal, Terms of travel are outlined in Exhibit C of Proposal. Site visit during design phase (may be in SD, DD, or CD Task)

02: Deliverables

- 1) Schematic Design Package: submitted at (1) stages of completion (Approx 35% of Bidding Set) aligned with the development application package for pre-design as required by municipality where applicable/as outline in Proposal Exhibit A. Client-driven significant changes, which affect multiple drawings, such as changes in the project geometry, scope area, or material systems after each completion set is an Additional Service.

Phase 03: Design Development (DD)

During the design development phase, the project design is further refined. Plan arrangements, specific space accommodations, equipment, and furnishings, building design, materials and colors, and complete definitions of all systems serving the project are developed. All design decisions are completed during this phase in order to prepare the subsequent construction documents. This phase is built off the SD Submittal.

03: Scope

Upon receipts of Client's written NTP, CRSA will begin A/E, Landscape Architecture, and Interior Design Services and coordinate Civil, Structural, Mechanical, and Electrical Design. Significant owner requested revisions or changes to the prior package will be completed hourly or under a negotiated revision to the contract.

Architecture, Civil, Structural, Mechanical, Electrical Design

- Administer the Design Development Process and manage all project subconsultants.
 - Engineering Plans
- Drawings Elements based on approved prior phase
- Coordinate W/Owners Contractor to aid in development of Cost Estimate
- Upon Client approval of Final Design Development, CRSA will incorporate Client-provided written comments into the next phase deliverable(s).

Landscape Architectural Design.

- Drawing Elements:
 - Finish surface and finish grade treatments and drainage (provided to Civil Engineer to complete)
 - Stormwater treatments (provided to Civil Engineer to complete)
 - Horticultural soils
 - Tree and understory plantings/groundcovers
 - Landscape lighting fixture selection
 - Landscape specialty items (vertical amenity structures)
 - Site Furnishings
 - Plaza/Gardens/Courtyards
- Coordinate W/Owners Contractor to aid in development of Cost Estimate

Interior Design, including sourcing of all materials.

- Finish & Material Selections and Specifications
- FFE Development for Common Spaces & Model Units
- Drawing Elements
 - Finish Material Selection & Specification
 - Floor Finish Plans

Cost Estimate Review (approx. 50% of bid documents)

- Meet W/Owner's contractor representative (if available) to review drawings to look for cost efficiencies in construction methodologies, material selection, and design components.

03: Meetings

- 1) Regular Project Meeting with Client and design team, during service weeks (Exhibit B of Proposal)

Task 03: Deliverables

- 1) Design Development Package submitted at (2) stages of completion (Approx 50% and 65% of Bidding Set). Client-driven significant changes, which affect multiple drawings, such as changes in the project geometry, scope area, or material systems after each completion set is an Additional Service.
- 2) Long-form, 3-part MasterSpec Format specifications, submitted for relevant divisions of Work at (2) stages of completion along with CD package

Phase 04: Construction Documents (CD)

Construction document phase consists of preparation of drawings and specifications establishing the requirements for the construction of the project. The construction documents describe the quality, configuration, size, and relationship of all components to be incorporated into the project. Construction documents must be consistent with the project program, the construction budget, and the project schedule.

04: Scope

Upon receipts of Client's written NTP, CRSA will begin A/E, Landscape Architecture, and Interior Design Services and coordinate Civil, Structural, Mechanical, and Electrical Design. Significant Owner requested

revisions or changes to the prior package after will be completed hourly or under a negotiated revision to the contract.

Architecture, Civil, Structural, Mechanical, Electrical Design

- Administer the Construction Documentation Process.
 - Engineering Plans
- Drawings Elements based on approved prior phase
 - As outlined in DD Phase
- Prepare specification(s), for relevant divisions of A/E Work.
 - Coordinate W/Owners Contractor to aid in development of Cost Estimate

Landscape Architectural Design.

- Review a construction cost estimate, for the landscape Work, including evaluation of line-item hard costs, unit costs, and alternatives,
- Drawings Elements based upon approved prior phase
- Roof top terrace or amenity deck is excluded
- Pool or amenity area is excluded
- Green roof is excluded
- Prepare specification(s), for relevant divisions of landscape Work
- Coordinate W/Owners Contractor to aid in development of Cost Estimate

Interior Design, including sourcing of all materials.

- Drawings Elements based upon approved prior phase
- Prepare specification(s), for relevant divisions Interior Work
- Continued Development of FFE Selections & Procurement of Long Lead Items

Task 04: Meetings

- 1) Weekly Project Meeting with Client and design team, during service weeks (Exhibit B of Proposal)

Task 04: Deliverables

- 1) Submit the Construction Document package at (2) stages of completion (Approx 75% and 95% of Bidding Set). Client-driven significant changes, which affect multiple drawings, such as changes in the project geometry, scope area, or material systems after each completion set is an Additional Service.
- 2) Long-form, 3-part MasterSpec Format specifications, submitted for relevant divisions of Work at (2) stages of completion along with CD package.
- 3) Design Boards with Approved Material Selections to be Provided

Phase 05: Bidding.

Bidding phase consists of preparation of drawings and specifications for submittal to the city for final permitting and to a list of qualified contractors to request construction bids. Revisions are made per City comment where required and submitted to contractors as addendums.

Task 04: Scope

Upon receipts of Client's written NTP, CRSA will begin A/E, Landscape Architecture, and Interior Design Services and coordinate Civil, Structural, Mechanical, and Electrical Design. Revisions to the prior package after this NTP will be completed hourly or under a negotiated revision to the contract.

- 1) Prepare, and submit to Owner/Client final permit application package(s) and initial bidding for construction. Coordinate with City to obtain permit, coordinate with contractors on bidding of drawing set.
- 2) Prepare, and submit to Owner/Client revised set of drawings to respond to City requirements/questions. Coordinated with City to obtain permit, submit amended set to bidders.

Assist with the section of the preferred Contractor (if not already chosen). Develop scoping criteria to assist with ranking and selection.

Task 05: Meetings

- 1) Permit support team monthly meeting, during service weeks (Exhibit B of Proposal)

Task 05: Deliverables

- 1) Building Permit/Bidding Application package (on-site), including addendum and resubmittal, based upon owner's comments.

Phase 06: Construction Administration

CRSA will provide the following office and field support Services associated with the project construction Work of the project upon formal NTP from the Owner.

CRSA and the Client agree to incorporate the following task parameters described in the subsequent paragraphs into the division 1 administrative and closeout procedures and the project General Conditions of the Contract for Construction.

Construction Phase Field Support

CRSA shall visit the project site at intervals appropriate to the stage of construction, or as otherwise required to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work Observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the CD's. However, CRSA shall not be required to make exhaustive or continuous on-site Inspections to check the quality or quantity of the Work. Based on the site visits, CRSA shall keep the Client reasonably informed about the progress and quality of the portion of the Work completed, and report to the Client known deviations from the CD's and from the most recent construction schedule submitted by the Contractor, and defects and

deficiencies Observed in the Work. Travel schedule outline in Exhibit B of the Proposal. Terms of travel are outlined in Exhibit C of the Proposal.

Site visits will be scheduled to correspond to dates of regularly scheduled on-site construction progress meetings during the actual weeks of continuous Work. Memoranda and or site visit reports describing findings of off-site mockups, site visits, field submittal reviews, and responses to identified problems, including clarifying Architectural/Landscape Sketches (A/LSKs) shall be provided.

Construction Phase Office Support

CRSA will respond to GC questions, and address day-to-day construction related issues & tasks performed in the CRSA offices. Sub-tasks include:

- 1) General Coordination Response to questions by email and telephone to provide information as needed for project coordination.
- 2) Requests for Information
 - (1) The maximum RFI response time will be (7) working days from the date of receipt of a written request for information.
 - (2) RFI responses which may be in the form of text and or sketches will be performed using email.
 - (3) An RFI log will be maintained by GC.
- 3) Submittal Reviews
 - (1) CRSA will provide submittal review of the specific number of requested GC submittals specified in the Construction Documents. Submittals will be reviewed for general conformance with the project design intent and general compliance with the information given in the contract documents provided the submittal has been reviewed by GC and contains GC's approval stamp. Submittal reviews include submittal reviews made in the field.
 - (a) The maximum submittal response time will be (10) working days from the date of receipt of a complete submittal.
 - (b) The submittal log will be maintained by GC
- 4) Substitution Request: CRSA may reject substitution requests if the substitution impacts the design or quality of the project.
- 5) Change Order support to address general aspects of general equitable adjustments in the construction contract for change whether driven by Client request, unforeseen events, or design coordination. CRSA shall provide technical support for Change Orders. Cost estimating support for change orders is an additional Service.
- 6) Design modifications, in response to unknown conditions or owner scope changes are an additional service CA Travel schedule outlined in Exhibit B. Terms of Travel are outlined in Exhibit C.

Phase 07: Close Out

A set of record drawings for the Work that integrates all changes made by RFI, Submittal, Substitution Request or Change Order will be delivered to the Owner.

Phase: EXP-R

Expenses may include travel labor and expenses for site visits noted. Travel Terms are outlined in Exhibit C of the Proposal.

Additional Services (AS-99)

CRSA and the Owner agree that the following services associated with this project are Additional Services and are not part of the Basic Design Services. CRSA will complete these services only upon written approval by the Owner and after amendment to the contract.

- Execution of services beyond the general schedule by phase noted in Exhibit B that results in additional labor beyond what is anticipated to complete the scope of work.
- Non-Site Related Travel
- Substantial re-work for any design phase that has been completed and signed off on by the owner (typically the NTP to start the next phase)
- Planning Services
 - Transportation Planning
- LEED Certification
- Design Elements
 - Roof Top/podium terrace and/or amenity deck
 - Structured parking or podium
 - Exterior pool and water amenities
 - Playground equipment
- Record Drawings
- Civil Engineering Exclusions
 - Construction Staking
 - Material Staking
 - Construction Administration is limited to three visits and submittal review.
 - No meeting attendance except with the Design Team. Virtual Mtgs.
 - Land Use approval meetings by Owner
 - Boundary Survey does not include ALTA Survey
 - No travel time

3.0 SCOPE OF SUPPLEMENTAL SERVICES (SS-99)

EXHIBIT B- SCHEDULE

SECTION 1 SCHEDULE

1.0 INITIAL FIRE STATION TASK ORDER

Phase 01: Pre-Design

Assumption of a six (6) week pre-design beginning upon signature of contract for this package or, upon notice to proceed. Delivery of package planned for May 18th for May 24th Council Agenda

2.0 SUBSEQUENT FIRE STATION TASK ORDER (PLACEHOLDER)

Phase 02 to 04: Design Schedule

Assumption of a (3) Month Schedule

- (12) Weekly Meetings (1 Hour Participation Ea)

Phase 05 Bidding Schedule

Assumption of a (1) Month Schedule

- (2) Weekly Meetings (1 Hour Participation Ea)

Phase 06: Construction Schedule

Assumption of a (6) Month Schedule (Goal to complete full structure by end of year may not be possible)

- First phase of construction, temp structure by end of year
 - (2) Month Schedule)
- Second phase of construction, full structure(s)
 - (12) Bi-Weekly Meetings (1 Hour Participation Ea)
 - (6) Site Visits (Arch PM), with additional Site Visits coordinated with a local partner, TBD.
 - (2) Visits by Landscape Architect
 - (2) Visits by Interior Designer

Phase 07: Close Out Schedule

Assumption of a (1) Month Schedule

EXHIBIT C- COMPENSATION

SECTION 1 COMPENSATION TERMS

1.0 CONTRACT TERMS

Fixed Fee compensation terms are defined by AIA Agreement or, another contract format agreed upon.

2.0 TRAVEL ASSUMPTIONS:

Travel Labor & Expenses:

Travel labor to the site is included in the overall fee proposal based on travel starting from a local office of CRSA (or equivalent). Each visit includes advance preparation, travel time, field time, and post site visit reports and documentation.

Expenses for travel to the Site are included in the Fixed Fee, up to the cap outlined. All travel expenses are included as part of the Expenses phase for tracking, rather than by project phase. Timing of travel is outlined in Exhibit B.

A site visit event is estimated at (4) hours in duration each. Estimated travel costs include the following: (Where possible, expenses will be shared with others travelling from CRSA):

- Roundtrip Drive from SLC to Vineyard City
- Meals

Travel to other locations is considered Supplemental Services.

Reimbursable Travel Expenses:

NA

3.0 INTERIORS ASSUMPTIONS:

4.0 FEE SCHEDULE

The following schedule is a summary of all services required to complete the work.

This is a fixed fee proposal based on following assumptions.

- Fee is based on the rough program that has been established and provided to CRSA. A formal preliminary program will be established during the initial task order, upon which a revised fee will be established.

- Subsequent fire station task order fee is based on the estimated construction value indicated in the table in this section as of date noted. Fee will not change if the construction value remains substantially as outlined. If the construction value is revised substantially, CRSA will negotiate a revision to the fee proposal and contract at a percentage of the additional construction value.
 - A change in construction value due solely to construction related inflation may not result in a change in fee unless CRSA is asked to provide substantial redesign work (after a phase of work has been approved or during construction) to address overall budget.
 - Changes in construction value due to a change in program, change in schedule, changes to the quality of finishes, products, and FFE may increase CRSA's labor. CRSA will track all changes and advise the Owner on the impacts to CRSA's fees.
- CRSA fee percentage chosen will cover reasonable labor related inflation for the approximate design and construction schedule outlined. If the construction schedule changes, CRSA will negotiate a revision to the fee proposal and contract at a percentage of the value of construction schedule impact.
- A portion of the fixed fee amount will be deducted from labor and applied to an Expenses Phase (EXP-N) as noted
- Where applicable under additional services, current hourly rates may be apply for the completion of agreed upon tasks, available upon request.

PROPOSED FEES: TOTAL**Initial Fire Station Task Order**

			Project Fees
Tasks	CRSA	Feasibility/Preliminary Program	\$25,000
	WCG	Civil/Infrastructure Feasibility	\$8,000
	Civil Solutions	Aerial Photo (1 Site)	\$2,500
	Civil Solutions	Soil Boring (4 Locations)	\$6,300
	Parametrix	Cost Estimating	\$4,500
Proposed Fee			\$46,300
Optional Tasks	Civil Solutions	Aerial Photography (Per Site)	\$2,500
	TBD	Environmental	TBD

Subsequent Fire Station Task Order (Placeholder Values)

	Projected Const. Value	Selected Project Fee %	Project Fees
1-FIXED FEE*	\$6,650,000 (04/05/23)*	7.8% (Including Technical Studies)	\$518,700
	- Single 12,000 SF Fire Station (permanent) @\$400sf** - FFE Costs - W/ Temporary Fire Station - Fire Training Center - Utility to Remote Sites	\$4,800,000 (Placeholder) \$250,000 (Placeholder) \$600,000 (Placeholder) \$500,000 (Placeholder) \$500,000 (Placeholder)	
2-Labor Phases	Total Fee Subtract EXP-N Phase		
Expenses (EXP-N)	All consultant expenses and the following CRSA expenses are included in the Fixed Fee Contract		
	\$12,000 (Placeholder) of the total fee will be set aside for travel expenses		
Expenses (EXP-R)	The following expenses will be billed to the Owner in addition to the Fixed Fee Contract		
	None Defined		
Supplemental Services (SS-99)	The following services will be billed to the owner upon written request		

* Basic A/E Fees and Technical Study Fees.

**Cost per SF does not include unknown factors such as soil remediation, FFE costs, and other features on the site. Estimates for these features noted in table. Based on recent comparable projects.

5.0 ASSUMPTIONS/EXCLUSIONS

Non Additional

5.0 SIGNATURES

Upon approval of this proposal, CRSA will contract with the Owner using the AIA (or other as agreed upon) Standard Contract.

J. Kelly Gillman, ASLA, AICP
Senior Principal, Treasurer

| 

DRAFT

EXHIBIT D- LIMIT OF WORK

SECTION 1 MAPPING

1.0 SITE CHARACTERISTICS & ASSUMPTIONS

- See attached images for general property location and program
- See supporting text for additional observations at each site.
 - A. 125 S. Main Street (Current site of city offices/police substation) – Analyze the feasibility of a combined police and fire station and a stand-alone single station south of the city office/police.
 - B. Wetlands at site are being reviewed by third party, no environmental analysis required under this task order.



- A. 282 W 1600 North (Current public works yard). Is there room to construct a new fire station/training facilities on the same property as the public works yard? Study a single station at this location.
- B. Vineyard City to provide plans and Geotech for adjacent facility
- C. Fee recommends a new aerial photo for this site



- A. East Geneva (Future north extension of Mill Road). We will need to work with Flagship Homes on this property to understand where a fire station can be located. We need to understand the timing of Mill Road and 1200 North construction. Coordination will be needed on this site. Four bays (dual station) would be needed at this location. We need to be able to operate 12 fire fighters at once.



- A. The Forge (along Geneva Road). The city is working with Dakota Pacific (Owner) to master plan this development. They have indicated the parcel behind Megaplex Theaters is the most likely spot for a fire station. We need to coordinate with UDOT and Railroad to determine if an emergency signal will be allowed on Geneva for efficient access. Dual station to be considered here as well with 12 fire fighters.
- B. Wetlands in the vicinity. Environmental Survey may be required, to be determined after initial site visit.



EXHIBIT E – CONSULTANT PROPOSALS

SECTION 2 INITIAL TASK ORDER

1. A full proposal has been obtained from Wall Consulting Group
2. A placeholder fee has been obtained from Parametrix for Cost Estimating Services.
3. No proposals have been obtained from subconsultants for subsequent task orders, to be finalized after feasibility studies are complete.



2139 South 1260 West
Salt Lake City, UT 84119

801-669-7345
wcg.us

April 10, 2023

Kelly Gillman, ASLA, AICP
Senior Landscape Architect | Treasurer
CRSA
175 S Main Street, Ste 300,
SLC, Utah 84111

o. 801.355.5915
c. 801.232.2043
kelly@crsa.com

SUBJECT: Proposal for Vineyard On-Call Services Task Order #1

Dear Kelly,

Please find the proposal below for scope and fee related to civil, survey, and geotechnical services for Vineyard On-Call Task Order #1.

Scope of Work

Item 1: Aerial Drone Imagery

WCG will obtain geolocated aerial imagery via drone for feasibility sites on an as-needed and as-requested basis. It is anticipated that imagery will be needed at one and possibly more of the potential sites. The price shown in the estimate is the "per site" cost.

Item 2: Geotechnical Investigation

WCG will oversee and manage geotechnical services provided by Civil Solutions Group. Shallow borings approximately 20 ft deep will be drilled on each site. Consolidation tests and soil characterization will be performed. Site-specific seismic and liquefaction analysis are not included in this task order and will be deferred until after site selection.

Item 3: Site/Civil Engineering

WCG will perform a vehicle tracking analysis for each site to confirm adequate room for fire truck turning maneuvers. It is expected that architectural site plans will be initially developed by CRSA and subsequently made available to WCG in DWG format. WCG will recommend refinements to the conceptual site plans based on analysis results. This effort includes preliminary coordination for site development and analysis iteration for one major layout change per site.

WCG will also evaluate improvements required to provide required culinary water, sanitary sewer, and storm drain utility services to each site. Secondary irrigation water services will also be

included where feasible. It is expected that the general location of existing utility main lines will be provided to WCG in electronic format by the City and/or utility providers. Conceptual utility improvements may be shown in PDF exhibits or as CAD layers overlaid on the architectural site plans. This task order does not include field investigation to locate existing utilities, but this service may be performed for additional cost if needed. Extensive water modeling and testing to determine fire flow capacity are not included.

Item 4: Additional Site Layout Development

It is anticipated for some sites, the effort to generate a working site layout may shift from CRSA to WCG depending on site size, shape, complexity, or other constraints. In such cases and by mutual agreement, WCG may take partial or full responsibility for development of the conceptual site plans in CAD. Pricing for this item is strictly for contingency and project budgeting purposes only. Any significant shift of site layout responsibility shall be accomplished by means of a contract modification.

Fee Estimate

Cost to complete items detailed in the scope above are as follows:

<i>Item #</i>	<i>Description</i>	<i>Fee</i>
1	Aerial Drone Imagery (per site, 1 min)	\$2,500
2	Geotechnical Investigation	\$6,300
3	Site/Civil Engineering	\$8,000
TOTAL		\$16,800
4	Add'l Site Layout Development (Contingency)	\$4,000

Additional sites optional to Vineyard City

From CRSA Budget Not Vineyard Add cost

Schedule

We anticipate being able to complete most of the tasks prior to May 18th, 2023, or approximately 27 working days following receipt of written authorization to proceed. Receipt of consolidation test results may be after this date depending on the finalized drilling and laboratory schedules.

We look forward to hearing from you once you've had a chance to review the proposal. If you have any questions or need additional information, please call me at (801) 882-0041.

Sincerely,



Josh Black, P.E.
WCG Project Manager

Accepted by: _____

Signature: _____

Representing: _____

Date: _____



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 12, 2023

Agenda Item: 9.1 Appointment of the RDA to Administer the HTRZ Funds

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:

Pursuant to Utah Code Annotated § 63N-3-6 the City Council voted on August 10, 2022 to move forward with an application for a special zoning district allowed under state law. On December 12, 2022 the Housing and Transit Reinvestment Zone (HTRZ) Committee voted to approve the Vineyard FrontRunner Station HTRZ project with the following conditions:

Motion: approve the project under the following conditions:

- 1) That 11.2% of housing units are no more than 80% of the Area Median Income
- 2) That they work on the Tax Commission on the start and end date of the Sales Tax
- 3) That the affordable housing units be deed restricted
- 4) That the project maintain at least 80 units per acre in density
- 5) The HTRZ follow statute regarding the overlay between the RDA and HTRZ

This approval would be for 80% over 25 years of the available Tax Increment Financing that is not already being used by the RDA.

This agenda item appoints the Vineyard Redevelopment Agency (RDA) to administer those HTRZ funds in accordance with the approved motion.

Fiscal Impact:

Indirect. The RDA will administer HTRZ funds in accordance with a proposed agreement.

Recommendation:

Recommendation:

Staff recommends the City Council approve Resolution 2023-18 to appoint the RDA to administer the HTRZ Funds.

Sample Motion:

I move that the city council approve Resolution 2023-18 to appoint the RDA to administer the HTRZ Funds.

RESOLUTION 2023-18

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPOINTING THE VINEYARD REDEVELOPMENT AGENCY TO OVERSEE THE HTRZ

WHEREAS, on December 12, 2022, a Housing and Transit Reinvestments Zone Committee for the Utah Governor's Office of Economic Opportunity approved the creation of a Housing and Transit Reinvestment Zone ("HTRZ") area within Vineyard City; and

WHEREAS, pursuant to Utah Code § 63N-3-607(2)(c)(i), the tax increment funds generated by the HTRZ shall be administered by an agency created by the City; and

WHEREAS, the City Manager proposes that the Vineyard Redevelopment Agency be the designated body to administer the tax increment generated within the HTRZ; and

WHEREAS, the Vineyard City Council desires to appoint the Vineyard Redevelopment Agency to oversee and administer the HTRZ tax increment funds;

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

Section 1. Appointment. The Vineyard Redevelopment Agency is hereby appointed to oversee the HTRZ and administer the tax increment funds.

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

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

Passed and dated this 12th day of April, 2023.

Mayor Julie Fullmer

Attest:

Deputy Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 12, 2023

Agenda Item: 9.2 Affordable Housing Agreement

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:

One requirement for the creation of the HTRZ is for Vineyard City ensures that the requirement that at least 11.2% of housing units are affordable to individuals with 80% of the Area Median Income according to the federal guideline that no more than 30% of a household's income is required for gross housing costs excluding utilities. Vineyard City will receive a report on these efforts throughout the life of the portion of the project that receives HTRZ increment.

Fiscal Impact:

Indirect. Staff will coordinate compliance according to the terms of the agreement. Additional staff may be required in the future to accommodate but no additional staff is needed at this time. Additional Staff costs would be covered by the newly generated tax increment.

Recommendation:

Staff recommends the City Council approve Resolution 2023-19 to approve the administrative requirements of the Affordable Housing Component of the HTRZ Agreement in accordance with what was approved by the HTRZ Committee.

Sample Motion:

I move that the city council approve Resolution 2023-19 to approve the administrative requirements of the Affordable Housing Component of the HTRZ.

RESOLUTION 2023-19

A RESOLUTION OF THE VINEYARD CITY COUNCIL APPROVING AN AFFORDABLE HOUSING AGREEMENT WITH FLAGBOROUGH, LLC

WHEREAS, Flagborough, LLC owns property within the City and intends to develop the Property into a mixed-use development that includes plans and approvals for office, retail, and civic uses along with residential dwelling units; and

WHEREAS, Flagborough, LLC, has requested Tax Increment Funds from the Vineyard Redevelopment Agency to help finance a portion of its Project, and has entered into a Participation Agreement with the Agency outlining the terms and conditions; and

WHEREAS, the Participation Agreement requires a portion of the Project to be designated as Affordable Housing and to be overseen by the City; and

WHEREAS, the Vineyard City Council desires to approve the Affordable Housing Agreement with Flagborough, LLC, for the benefit of the residents of Vineyard City;

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

Section 1. Approval. That certain Affordable Housing Agreement with Flagborough, LLC, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City Council of Vineyard City. The Mayor of the City is hereby authorized to execute the Agreement for and in behalf of the 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 12th day of April, 2023.

Mayor Julie Fullmer

Attest:

Deputy Recorder

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement (“**Agreement**”) dated _____, 20__ is by and between Vineyard City (“**City**”) and Flagborough L.L.C., a Delaware limited liability company (“**Developer**”). The City and Developer are referred to herein singly as a “Party” and collectively as the “Parties.”

Recitals

A. Developer owns approximately 255 acres of real property (the “**Property**”) located within the City of Vineyard. Developer intends to develop the Property into a mixed-use development that includes plans and approvals for office, retail, and civic uses along with residential dwelling units (the “**Project**”).

B. Developer and the Vineyard Redevelopment Agency (“**RDA**”) are parties to that certain Participation Agreement, dated the __ day of _____, 2023 (the “**Participation Agreement**”). The Participation Agreement describes the terms and conditions for Developer to receive tax increment generated within a Housing and Transit Reinvestment Zone and Urban Renewal Area. Capitalized terms used herein but otherwise undefined herein shall have the meaning set forth in the Participation Agreement.

C. Section 2.4.4 of the Participation Agreement conditions Developer’s right to receive a portion of the tax increment generated within the Project on Developer designating 11.2% of the dwelling units within the Project as Affordable Housing (“**Affordable Housing Condition**”). Section 2.4.4 of the Participation Agreement also contemplates that the Parties will enter into this Agreement for the City to oversee the satisfaction of the Affordable Housing Condition.

D. The purpose of this Agreement is to set forth the requirements for Affordable Housing that will be rented within the Project and to satisfy the requirement of Section 2.4.4 of the Participation Agreement.

Agreement

In consideration of the foregoing recitals and the terms and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Affordable Housing Coordination. The City is the party designated to confirm Developer’s compliance with the Affordable Housing Condition by verifying the 11.2% ratio of market rate dwelling units to Affordable Housing dwelling units as of December 31st of years 5, 10, 15, 20, and 25 of the HTRZ Collection Period (each a “**Snapshot Point**” and collectively, the “**Snapshot Points**”).

2. Rented Unit Affordable Housing. For Affordable Housing dwelling units that will be rented and not sold, Developer satisfies the Affordable Housing condition in Section 2.4.4 of the Participation Agreement as follows:

a. A dwelling unit for rent is deemed to be Affordable Housing if the rent charged for the applicable unit type does not exceed the maximum monthly rent as calculated using the formulas in the Affordable Housing Example attached hereto as Exhibit A (“**Affordable Housing Example**”). The Affordable Housing Example is illustrative only and should not be construed as a representation of median household income, maximum annual or monthly rent, 80% of area median income, or unit counts for future years.

b. Prior to submitting any Request for Payment following a Snapshot Point, Developer shall complete and submit to the City a report of the Affordable Housing dwelling units under construction or completed using the form attached hereto as Exhibit B. The “Median Household Income (Utah County)” shall be inserted into the form by Developer based on the published median household income for Utah County for the year of each Snapshot Point. As of each Snapshot Point, the City shall confirm whether Developer has designated 11.2% of the completed or under construction dwelling units as Affordable Housing based on the form submitted under this Section 2.b. and any deed restricted units reported to the City pursuant to Section 4 below.

c. Notwithstanding anything herein to the contrary, if Developer and the City have executed this Agreement, then prior to the first Snapshot Point, Developer is deemed to be compliant with the Affordable Housing Condition and may receive an Affordable Housing reimbursement. After the first Snapshot Point and for each subsequent Snapshot Point, Developer must satisfy the Affordable Housing Condition to receive the Affordable Housing reimbursement. If the City confirms that Developer has satisfied the Affordable Housing Condition as of a Snapshot Point, then the City shall promptly notify the Agency in writing of the satisfaction of the Affordable Housing Condition.

3. Deed Restriction. For Affordable Housing dwelling units that will be sold and not rented, Developer shall record against such dwelling units an Affordable Housing deed restriction for a term concurrent with the HTRZ Collection Period (“**Restriction Period**”). The deed restriction described above must state that the dwelling unit may only be sold during the Restriction Period if a household whose income is no more than 80% of the area median income is able to occupy the dwelling unit by paying no more than 30% of the household’s income for gross housing costs, excluding utilities, as confirmed by the City. The City shall operate its Affordable Housing program so that potential buyers are made aware of the qualifications necessary to purchase a deed restricted dwelling unit. If a deed restricted dwelling unit will be bought and sold during the Restriction Period, then the City shall determine whether the potential transaction complies with the deed restriction within five (5) business days of receiving information regarding the potential transaction.

4. Deed Restricted Reporting. At each Snapshot Point, Developer shall complete and submit a report to the City of the number of dwelling units that are completed and deed restricted, or that are under construction and designated to be deed restricted as Affordable Housing. Each dwelling unit designated as Affordable Housing in Developer’s report shall be included in determining Developer’s compliance with the Affordable Housing Condition.

5. Conflicts. In the event of any conflict between this Agreement and the Development Agreement, the Development Agreement shall take precedent.

6. Amendment. This Agreement may only be amended by written instrument signed by the City and the Developer and/or their respective successors or assigns. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter addressed herein.

7. Binding Effect. This Agreement and the covenants contained herein shall run with the land and shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, heirs, and assigns.

8. Enforcement. All of the terms, provisions and restrictions of this Agreement may be enforced by any of the Parties hereto and in the event of a breach of this Agreement, each Party shall have such remedies as may be available in law or in equity.

9. Notices. All notices to be given pursuant to this Agreement shall be as provided under Section 8.11 of the Development Agreement to the Parties at the addresses set forth below:

To City: Vineyard City
125 S. Main Street
Vineyard, UT 84059
Attn: City Attorney

To Developer: Flagborough, L.L.C
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109
Attn: Clay Stephenson

With a copy to:
Snell & Wilmer, LLP
Attn: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. Exhibits and Recitals. All exhibits and attachments attached hereto are incorporated herein by this reference. The Recitals are hereby incorporated into this Agreement.

12. Waiver. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded any Party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. A waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Counterparts. This Agreement may be executed by the different Parties hereto in separate counterparts, each of which when so executed shall be an original, and all of which taken together shall constitute one and the same agreement.

14. Severability. If any provision of this Agreement or the application thereof to any Party or circumstances shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to any other Party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Headings. Titles or headings to paragraphs of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed the date and year first above written.

DEVELOPER:

Flagborough, L.L.C.,
a Delaware limited liability company

By: Woodbury Corporation,
a Utah corporation, its Co-Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: Nate Hutchinson
Title: Co-Manager

[Signatures Continue on Following Page]

CITY:

Vineyard City

By: _____
Julie Fullmer, Mayor

Attest:

By: _____
Pamela Spencer, City Recorder

Approved as to Form:

By: _____
Jayme Blakesley, City Attorney

Exhibit A To Affordable Housing Agreement

Affordable Housing (Rental Units) Rent Calculation Example

2021 Example

Median Household Income (Utah County)	82,893
80% of AMI	66,314

[A]

Occupants	Income Ratio	80% AMI by Occupant
1	70.72%	46,900
2	80.83%	53,600
3	90.93%	60,300
4	100.96%	66,950
5	109.10%	72,350
6	117.17%	77,700
7	125.24%	83,050
8	133.30%	88,400

Unit Type	Occupant Capacity	80% AMI by Unit	Maximum Annual Rent	Maximum Monthly Rent
1 Studio <425sf	1.80	52,260	15,678	1,307
2 Studio	2.00	53,600	16,080	1,340
3 Studio Den	2.00	53,600	16,080	1,340
4 One bedroom	2.25	55,275	16,583	1,382
5 One Bedroom Den	2.50	56,950	17,085	1,424
6 Two Bedroom	3.00	60,300	18,090	1,508
7 Two Bedroom Den	3.50	63,625	19,088	1,591
8 Three Bedroom	4.00	66,950	20,085	1,674
9 Four Bedroom	5.00	72,350	21,705	1,809

Units included

Unit Type	Units Available	Market Units	Affordable Units
1 Studio <425sf	-	-	-
2 Studio	49	38	11
3 Studio > 550sf	5	5	-
4 One bedroom	195	170	25
5 One Bedroom Den	108	93	15
6 Two Bedroom	35	35	-
7 Two Bedroom Den	4	4	-
8 Three Bedroom	54	54	-
9 Four Bedroom	6	6	-
TOTALS	456	405	51
Ratio		88.8%	11.2%

Master Plan and building Rent Rolls
[Attached]

Exhibit B To Affordable Housing Agreement

Affordable Housing (Rental Units) Compliance Form

AFFORDABLE HOUSING COMPLIANCE CERTIFICATION

Median Household Income (Utah County)	-
80% of AMI	-

Occupants	Income Ratio	[A] 80% AMI by Occupant
1	70.72%	-
2	80.83%	-
3	90.93%	-
4	100.96%	-
5	109.10%	-
6	117.17%	-
7	125.24%	-
8	133.30%	-

Unit Type	Occupant Capacity	80% AMI by Unit	Maximum Annual Rent	Maximum Monthly Rent
1 Studio <425sf	1.80	-	-	-
2 Studio	2.00	-	-	-
3 Studio Den	2.00	-	-	-
4 One bedroom	2.25	-	-	-
5 One Bedroom Den	2.50	-	-	-
6 Two Bedroom	3.00	-	-	-
7 Two Bedroom Den	3.50	-	-	-
8 Three Bedroom	4.00	-	-	-
9 Four Bedroom	5.00	-	-	-

Units included

Unit Type	Units Available	Market Units	Affordable Units
1 Studio <425sf	-	-	-
2 Studio	-	-	-
3 Studio > 550sf	-	-	-
4 One bedroom	-	-	-
5 One Bedroom Den	-	-	-
6 Two Bedroom	-	-	-
7 Two Bedroom Den	-	-	-
8 Three Bedroom	-	-	-
9 Four Bedroom	-	-	-
TOTALS	-	-	-
Ratio		0.0%	0.0%

Master Plan and building Rent Rolls
[See Attached]