VINEYARD
STAY CONNECTED

NOTICE OF A REGULAR
CITY COUNCIL MEETING
September 27, 2023, at 6:00 PM

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, September 27, 2023, at 6:00 p.m., in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our live stream page.

AGENDA

Presiding Mayor Julie Fullmer

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

2. WORK SESSION
No items were submitted.

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

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

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

6. CONSENT ITEMS
6.1 Approval of the August 30, 2023, City Council Meeting Minutes
6.2 Approval of the September 13, 2023, City Council Meeting Minutes
6.3 Approval of the Brightly Software Contract (Resolution 2023-40)
6.4 Approval of a Final Utah City Plat Phase One
6.5 Approval of a Final Utah City Plat Phase Two

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

7. **APPOINTMENTS**

7.1 <u>Youth Council Advisor</u>

With the advice and consent of the city council, Mayor Fullmer will appoint Marisa Vaiaoga as a Youth Council Advisor.

7.2 <u>Youth Council Executive Committee</u>

With the advice and consent of the city council, Mayor Fullmer will appoint the members of the Youth Council Executive Committee.

7.3 <u>ARCH Commission Appointments</u>

With the advice and consent of the city council, Mayor Fullmer will appoint the members to the ARCH Commission.

7.4 <u>Planning Commission Appointment</u>

With the advice and consent of the city council, Mayor Fullmer will appoint the members to the Planning Commission.

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

8.1 <u>Source Water Protection Week Proclamation 2023-07</u>

Mayor Fullmer will read and sign the Source Water Protection Week Proclamation.

9. **BUSINESS ITEMS**

No items were submitted.

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, October 11, 2023.

This meeting may be held in a way that will allow a councilmember to participate electronically.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (385) 338.5183.

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

AGENDA NOTICING COMPLETED ON: September 26, 2023

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

MINUTES OF A SPECIAL SESSION
OF THE CITY COUNCIL MEETING
City Council Chambers
125 South Main Street, Vineyard, Utah
August 30, 2023, at 6:00 PM

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

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Chief Building Official Cris Johnson, Finance Director David Mortensen, Community Development Director Morgan Brim, Planners Cache Hancey and Anthony Fletcher, Public Works Director Naseem Ghandour, Parks and Recreation Director Brian Vawdrey, Special Event Manager Anna Nelson, Recreation Coordinator Ginger Kellems, Admin Intern Bradley Day, Environmental Utilities Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady

Others speaking: Ryan Hales and Josh Gibbons with Hales Engineering, Residents Randy and Julie Gray, Emma Moss, Alison Felshaw, Daria Evans, Caden Rhoton, Elizabeth Hart, Alec Green, and Sherrie Kaye Miller

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

Mayor Fullmer called the meeting to order at 6:00 PM. Councilmember Mardi Sifuentes gave the invocation and led the Pledge of Allegiance.

2. WORK SESSION

2.1 Transportation Master Plan

Ryan Hales and Josh Gibbons with Hales Engineering will present an update to the Transportation Master Plan.

Mayor Fullmer turned the time over to Josh Gibbons with Hales Engineering.

Mr. Gibbons gave an update on the transportation master Plan.

Mayor Fullmer asked about the road types in the downtown area. Mr. Gibbons explained how they would work.

Mr. Gibbons continued his presentation. There was a brief discussion about congestion on Mill Road and 400 North going over the railroad. Mayor Fullmer asked about 400 North, Ryan replied that they were discussing the need to go over the railroad.

The presentation continued.

Councilmember Welsh mentioned that there were concerns about the intersection at 170 N and Vineyard Loop Rd. Mr. Ghandour replied that they were installing a mid-block crossing just north of the club house on Vineyard Road. A discussion ensued.

Councilmember Sifuentes asked about the center street bridge. Mr. Gibbons said that they were going to look at the configuration of the road. Mr. Hales explained that they were looking at the issue with Mill Road and Geneva. A discussion ensued.

Councilmember Flake asked about the road after the Vineyard Connector. Mr. Gibbons replied that they were working with MAG and UDOT. Mayor Fullmer explained that Vineyard had submitted to MAG and UDOT for high priority. They will find out in mid-October.

Mr. Blakesley explained what the plan meant for funding in the city. He said that the most important is establishing the level of service standards the city will use and how they will be able to collect funds to support the networks. He explained we have the need for support of the public nature of the service. Encouraged them to expand their matrix beyond the level of service. He said other cities are using multi-modal concurrency. He explained what that was. He felt that the metric should expand to include more than automobiles.

Mayor Fullmer asked when they would like the council to approach them with additional feedback for the next phase.

Mayor Fullmer asked about the red sections on 800 North. Would they recommend UDOT to add an underpass. Mr. Gibbons said that they could look at adding other types of intersections. Mayor Fullmer wanted to have a map cohesive to the things they said since they are going to start developing.

Mayor Fullmer asked for further comments and there were none.

3. PUBLIC COMMENTS

Mayor Fullmer called for public comments.

Resident Randy Gray, living in The Villas subdivision. He acknowledged all the work that the city had done to help the senior citizens. He mentioned that there had been a meeting that the city had held in The Villas. He mentioned the results of the Alpine School District Board meeting regarding raising taxes and the effect it had on senior citizens.

Resident Emma Moss, living in the Bridge Port subdivision, felt adding a 4-way stop at the Bridge Port intersection would create a safety issue. She proposed that they use a hawk light or beacon. She discussed the benefits of using the light or beacon. Councilmember Welsh said that she had requested a study for that area. A discussion ensued.

Resident Alison Felshaw, living in the Preserves subdivision, suggested that the city add a round-about in the area at Vineyard Loop Road and Main. Mayor Fullmer responded that the city is examining that along with other ideas.

Resident Daria Evans, living in The Villas subdivision, expressed concerns about theft in the gardens and why fences had not been installed. Councilmember Rasmussen replied that they are working on getting fencing. A discussion ensued. Ms. Evans asked about the locations for the fire station. Mayor Fullmer explained that they were moving the item to a future meeting and did not have an answer for tonight. Ms. Evans expressed concerns with the new Utah City video. Mayor Fullmer explained that the video was not what would be presented to the city. They were talking about excitement. She recommended that they come to the meetings when they do the presentations. Ms. Evans commented on the differences in subdivision and asked why there was no continuity on the streets. Mr. Brim replied that the Lakefront subdivision had private streets and the city had no control over them. Mr. Ghandour explained the snow plowing process, private streets vs. city streets and the reason for the width of streets. Ms. Evans asked when the sun sails would be installed at Grove Park. Mr. Nair replied that they had just received the design and they would be installed in October or November. He explained they would be taken down in the winter, they will be up next summer. Ms. Evans asked when the grocery store would be announced. Mayor Fullmer replied that they were hoping to announce it in the next week.

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

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Councilmember Rasmussen talked about the community garden concerns. She mentioned that if there is excess produce, please use the vegetable stands.

Councilmember Sifuentes reminded everyone about the Patriotic program on 9/11. She reported that youth volleyball sign ups were happening, soccer and a race were coming up. Mayor Fullmer gave additional information. Mardi library board met and set up bylaws and will continue to not charge fees.

Welsh reported that they would be having a VYC meeting, ARCH commission meetings.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1 City Manager Ezra Nair reported on the shade sails and park improvements. He gave an update on the construction projects. He mentioned that the GFOA Budget Document would be completed next month.

6. CONSENT ITEMS

6.1 Approval of the August 9, 2023, City Council Meeting Minutes
6.2 Approval of TSSD Reorganization to TSD (Resolution 2023-39)
6.3 Approval a Task Order for CRSA to Complete a Fire Station Cost Analysis
6.4 Approval of Municipal Code amendment to Section 2.14.080 Campaign Signs (Ordinance 2023-28)

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER WELSH MOVED TO APPROVE THE CONSENT ITEMS AS PRESENTED BUT REMOVE CONSENT ITEM 6.3 TO A FUTURE MEETING. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

APPOINTMENTS

6.5 ARCH COMMISSION

With the advice and consent of the City Council, Mayor Fullmer will appoint Jarom Sidwell and Elizabeth Shelley to the ARCH Commission.

Mayor Fullmer reviewed the appointments and then called for a motion.

Motion: COUNCILMEMBER WELSH MOVED TO APPROVE THE APPOINTMENT AS PRESENTED. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

City Recorder Pamela Spencer swore in Ms. Shelley.

7. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

7.1 PROCLAMATION

Constitution week

Mayor Fullmer read the proclamation.

8. BUSINESS ITEMS

8.1 PUBLIC HEARING – <u>Zoning Code Text Amendments (Ordinance 2023-27)</u>

Planner Cache Hancey will present proposed Zoning Code text amendments to the VZC Section 15.12.060-Dimensional Standards Table to increase the maximum building height in the RMU District. The mayor and City Council will act to adopt (or deny) this request by ordinance.

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

Motion: COUNCILMEMBER SIFUENTES MOVED TO OPEN THE PUBLIC HEARING AT 7:16 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer turned the time over to Planner Cache Hancey.

Mr. Hancey reviewed the recommended Zoning Code text amendments for building heights. Morgan Brim recommended that it be limited to lot specific and non-residential buildings. Brian Bird explained the height and what the view looked like now and what it would look like with the additional height. Mr. Hancey continued his presentation. Councilmember Sifuentes asked for clarification on the balloon colors. Mr. Bird explained that the top green balloon was 70 feet, and the top yellow balloon was 60 feet.

Mayor Fullmer called for public comments.

Caden Rhoton, living in the Cottonwoods, asked if there would be any retail as part of the buildings. Mr. Bird replied that the plan was 4 levels of office. He said that he had a lot to the south where they were trying to incorporate retail. They anticipated selling to businesses who wanted to own their own office space.

Ms. Evans expressed her concerns with the view heights and if they amended the code, they should amend the view protection plan in the General Plan. She read the view protection plan. Mayor Fullmer asked what she felt the loss was if they allowed the increase. Ms. Evans felt that they should adhere to the current code. Mayor Fullmer explained that the code and General Plan were living documents and are being updated constantly to fit the vision of the city.

Resident Liz Hart, living in the Edgewater subdivision, requested that they deny the request and that staff put together a qualitative analysis. She stated that they had not asked the residents how they would be impacted by the height of the building. She felt that the additional height would affect her mental health. She felt the increase in space meant more people and more cars. She said there was no mention of the General Plan in the staff report. She said there needed to be an analysis of the General Plan. She spoke about the last sentence of RMU purpose statement stating development should be compatible with surrounding existing planned land uses and questions how the amendment can implement best practices? She felt that not enough information had been provided.

Resident Julie Gray, living in the Villas subdivision, asked if the office space would be rental for businesses. Councilmember Sifuentes replied that they were going to sell office spaces. Mr. Brim added that the code did not stipulate ownership vs rentals. Ms. Gray asked if parking would be built into the business centers. Mr. Brim replied that the code had parking space requirements. Ms. Gray expressed concern for the future of the city and how it fit into the scheme. She asked what the projected population would be. Mr. Brim replied that it would be market based. A discussion ensued. She asked about the units in the downtown area. Mayor Fullmer explained that units under discussion were next to the Dairy Queen.

Resident Alec Green, living in the Edgewater subdivision, explained the logistics of having the additional height for the building. He explained that the townhomes had ice-standing issues in the winter and the buildings would add additional issues. He reviewed the location of the sun in the winter if the building was within 150 feet it would disturb natural light. Property damages for everyone on the south line and general misery. He asked that the city conduct a deeper impact study.

There was a discussion about the setbacks of the buildings. Mr. Hancey reviewed the concept plan for the site. He reviewed that there is 120 feet from the corner of the building to the nearest residential and 93 feet from the fence line was on the plan. Mr. Hancey explained that this is the 5th plan that they have reviewed. Previous plans had pretty intense impact and explained that this is not the final plan. Morgan Brim explained that the height of the townhomes are most likely 28 35 feet.

Mayor Fullmer called for further comments.
Mayor Fullmer called for a motion to close the public hearing.

Motion: Councilmember Flake moved to close the public hearing, councilmember Sifuentes seconded the motion.

There was a discussion about the motion. The motion was struck.

Ryan Pullman property owner felt that the sunlight would block them no matter the height being 60 feet or 70 feet. He requested that they take a vote. Councilmember Sifuentes stated that she was disappointed by the Planning Commission meeting discussing this item. Mr. Pullman continued to discuss the building heights.

Motion: COUNCILMEMBER RASMUSSEN MOVED TO CLOSE THE PUBLIC HEARING AT 7:52 PM. COUNCILMEMBER CRISTY WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer called for comments from the council.

Mayor Fullmer called for a motion. Councilmember Welsh expressed her thoughts on the height of the buildings. Councilmember Rasmussen agreed to vote no. Councilmember Sifuentes was a no. Councilmember Flake wanted more information.

Motion: COUNCILMEMBER WELSH MOVED TO DENY ORDINANCE 2023-27 AS PRESENTED. COUNCILMEMBER RAMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBERS FLAKE VOTED NO, THE MOTION CARRIED 4 TO 1.

8.2 DISCUSSION AND ACTION – <u>Sign Code Amendments – (Ordinance 2023-17)</u>

Planner Cache Hancey will present a Zoning Text Amendment to amend Section 15.23.120 Signs. The mayor and City Council will act to adopt (or deny) this request by Ordinance. *(A public hearing was held on this item during the April 26, 2023 City Council meeting and then continued to a future meeting.)*

Mayor Fullmer turned the time over to Planner Cache Hancey. Mr. Hancey stated that he would not be doing the presentation.

Mr. Brim reviewed the recommended Zoning Code text amendments sign code. Councilmember Sifuentes asked if the city would be protected on the style of the wrap. Mr. Blakesley said that they could restrict the sign to renderings being built on the site and businesses involved. Mr. Brim noted that it had already been included. The review continued. Discussion about adding commercial only to the code. Add private buildings in the commercial areas. State that murals were not permitted on single-family buildings. Adding wall art and murals shall not be permitted on single-family structures. The review continued.

Mayor Fullmer called for comments from the council.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER FLAKE MOVED TO ADOPT ORDINANCE 2023-17, AS PRESENTED WITH NOTED CHANGE FOR SINGLE-FAMILY HOUSING. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

8.3 DISCUSSION AND ACTION – <u>Water Tank Mural Approval</u>

Special Events Manager Anna Nelson will present the recommendation from the ARCH Commission for the water tank mural design. The mayor and City Council will take appropriate action.

Mayor Fullmer turned the time over to Special Events Manager Anna Nelson.

Ms. Nelson reviewed the process that the ARCH Commission had taken to this point.

Mayor Fullmer called for comments from the council.

Councilmember Flake wanted to see a match of the font used by the city. Councilmember Sifuentes wanted to add the word “city.” Mayor Fullmer explained that the name of the city was Vineyard.

Councilmember Sifuentes reviewed the points she liked but wanted to see the steel workers removed. Ms. Nelson stated there would be no hard lines. Mayor Fullmer asked if the ARCH commission had discussed doing the Geneva Resort. Building on history by bringing the resort back to the area. Councilmember Welsh said the commission felt that the steel mill was a major part. Councilmember Rasmussen preferred the third rendering.

Mayor Fullmer asked for any further comments or discussion.

Councilmember Sifuentes reiterated that she would like to change the people in the image. A discussion ensued. Mayor Fullmer wanted to remove two people in the front. Sherrie Kaye thought they had talked about the actual ladle in the picture. The discussion continued.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE ARTWORK FOR THE WATERTANK MURAL WITH THE THIRD RENDERING WITH THE AJUSTMENT TO THE FONT FOR VINEYARD, BEING VINEYARD’S FONT THAT IS ON OUR VINEYARD LOGO AND FOR THE STEEL MILL IMAGE FROM THE FIRST RENDERING ON TO THE THIRD RENDERING WITH TWO PEOPLE NOT FOUR.

There was a discussion about the motion. Resident and ARCH Commission member Sherrie Kaye Miller mentioned that the ARCH Commission requested a different tractor in the mural.

Amended Motion: COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE ARTWORK FOR THE WATERTANK MURAL WITH THE THIRD RENDERING WITH THE AJUSTMENT TO THE FONT FOR VINEYARD, BEING VINEYARD'S FONT THAT IS ON OUR VINEYARD LOGO AND FOR THE STEEL MILL IMAGE FROM THE FIRST RENDERING ON TO THE THIRD RENDERING WITH TWO PEOPLE NOT FOUR. INCLUDING THE CHANGE TO THE TRACTOR BEING THE HISTORICAL VINEYARD COMMUNITY TRACTOR. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9. CLOSED SESSION

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

Motion: COUNCILMEMBER RASMUSSEN MOVED TO GO INTO A CLOSED SESSION DIRECTLY AFTER THIS MEETING IN THE CITY COUNCIL CHAMBER TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

10. ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER RASMUSSEN MOVED TO ADJOURN THE MEETING AT 8:22 PM COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED ON: ______________________________

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

MINUTES OF A REGULAR
CITY COUNCIL MEETING

City Council Chambers
125 South Main Street, Vineyard, Utah
September 13, 2023, at 6:00 PM

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

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Chief Building Official Cris Johnson, Finance Director David Mortensen, Community Development Director Morgan Brim, Planners Cache Hancey and Anthony Fletcher, Public Works Director Naseem Ghandour, Environmental Utilities Manager Sullivan Love, Human Resources Manager Corrie Steeves, Orem Fire Department Chief Marc Sandersen, Deputy Recorders Heidi Jackman and Kelly Kloepfer

Others speaking: Residents Daria and Russell Evans, Tyler Haroldsen, and Jordan Christensen; Orem Fire Chief Marc Sanderson; Laura Smith with CRSA

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

Mayor Fullmer called the meeting to order at 6:02 PM. Councilmember Flake gave the invocation and led the Pledge of Allegiance.

2. WORK SESSION

No items were submitted.

3. PUBLIC COMMENTS

Mayor Fullmer called for public comments.

Resident Daria Evans, living in The Villas subdivision thanked the city council and staff for providing an informative pamphlet. She thanked the Sheriff's Department for having a patrol car at the crosswalk. She had a question about a dumpster and Ezra Nair told her it will be there indefinitely. She expressed concerns about Utah City.

Resident Russell Evans, living in The Villas subdivision, expressed concern about Utah City. Mayor Fullmer replied that Utah City was a large regional development that included Utah Valley University and Huntsman Cancer Institute.

Resident Tyler Haroldsen, living in the Edgewater Townhomes, read a mission statement from group called Strong Towns Vineyard. Mr. Haroldsen spoke about the Master Transportation Plan and shared a chart he created. He expressed concerns about the safety of the streets and suggested the city create a system to view the different roadways.

Resident Jordan Christensen, living in The Preserves subdivision, thanked city council and staff for the service project he was a part of.

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

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Councilmember Sifuentes reported on the Patriotic Event held by the city on September 11. She thanked the Utah County Sheriff's Department and Orem Fire Department for their participation in the Patriotic Event.

Councilmember Welsh talked about youth council starting for the new year. Mayor Fullmer named the youth council with executive positions.

Mayor Fullmer reported on the Utah League of Cities and Towns conference. She mentioned that they had some meetings about transportation and encouraged the council to send their thoughts or take the time to meet with them.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1 City Manager Ezra Nair reported on the construction projects and introduced new employees, Deputy Recorder Heidi Jackman and part-time Recreation Coordinator Aaron Kohler.

6. CONSENT ITEMS

6.1 Approval of a GRMU Amended Plat E

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

7. APPOINTMENTS

No names were submitted.

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

No items were submitted.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Fire Station Design Options Task Order

City Manager Ezra Nair will present a fire station design options task order. The mayor and City Council will take appropriate action.

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

City Manager Ezra Nair discussed the Fire Station Design moving to step two of the process. More in-depth analysis and space planning. He stated that CRSA has been working with us on this project and has presented options we can take individually or collectively. He listed four separate options and discussed each one.

Option 1: A permanent single fire station, design cost just over $34,000. Mr. Nair said this could be at any of the four sites we are looking at to put at site one or two.
Option 2: Sprung Station analysis. Not brick and mortar, has a 50-year life span station with a membrane structure. Mr. Nair said we could look at several sites for that. Looking at site one and two for this.
Option 3: Public Works Facility Reuse Analysis. Repurposing the Public Works building, turning that into a fire station.
Option 4: Repurpose City Hall into a fire station.

Mr. Nair stated that there are multiple sites and if they were chosen then there would be a discount.

Mr. Nair asked if anyone had any questions and introduced Chief Sandersen and CRSA.

Mayor Fullmer asked if there were any questions for Mr. Nair or CRSA.

Councilmember Sifuentes asked CRSA about having more details of the studies they have received.

City Manager Ezra Nair invited CRSA architect Laura Smith to approach the podium to answer questions.

Laura Smith, an architect with CRSA spoke about the analysis. She explained the study was done on a broad scale.

Councilmember Sifuentes said that she thought doing four more detailed site plans was excessive and instead should be narrowed down a little more. Discussion ensued about the location. Mayor Fullmer asked Councilmember Sifuentes if she had a location she preferred. Councilmember Sifuentes prefers a more central location. She discussed location and response time. Mayor Fullmer stated that the ARCH did not review the roads that were going in. With roads coming, she feels the response time would be different. Mayor Fullmer said she would love to see a projected timeline. Ms. Smith explained that additional analysis would be more of a schematic design programming analysis versus the site analysis done previously.

Mayor Fullmer commented that there are four options. The option for the permanent fire station design would be good if there was a site in mind. The fourth option that came in today for an adaptive reuse of City Hall is choosing that site, so there would be three sites. Mayor Fullmer recommended that they do two site adaptive reuse analysis with the projected roadways of both scenarios, one and two. She also wanted to include that with the four-minute driving distance at the 5:00 PM time frame. She recognizes that currently in our contract with Orem we have a temporary building that we have agreed to build. In 2022 we thought our ERU's were 5500 units. She stated that in our audit we found that we haven't reached that number and she is hoping Orem has some flexibility. Mayor Fullmer feels that a permanent fire station would be more productive for a long-term benefit. She understands if certain time constraints need to be met or if someone would like to look at viability of a temporary structure. She stated she is not throwing it out, it is a $17,000 cost difference between one versus many.

Councilmember Sifuentes had a question for Laura Smith and Chief Sandersen. She asked Ms. Smith if she would be prepared to give more information on the roadways. Ms. Smith responded that they have a transportation analysist on their team but was not included in what they proposed, but he is ready to add a proposal for that.

Mayor Fullmer stated she wanted to talk about site three. She spoke about site three and discussed her concerns with connectivity and level of service. Councilmember Sifuentes asked Mayor Fullmer to clarify what she said about putting something in a centralized location and that she wasn't a fan of site three. Mayor Fullmer stated that she thinks it's important to have something on the west side of the tracks. She said we are reestablishing where the freight line is.

Mayor Fullmer stated that the reason she didn't want to pick one option. Regarding options one and two was because she feels like there is information lacking in level of service in driving distance and the significant cost difference. The cost difference makes or breaks it. Having an additional option like the Public Works building could potentially serve us long-term. She discussed using the PW building and the City Hall building.

Councilmember Sifuentes asked where the Public Works team would go when the fire station was built. Mayor Fullmer answered that the city purchased a mobile modular building. She stated that money could be spent to upgrade that. And also, a building is in the works for all the city employees to be in.

Orem Fire Department Chief Marc Sandersen approached the podium to answer questions. Councilmember Sifuentes asked about the contractual agreements regarding the number of units. A discussion ensued.

Mayor Fullmer stated that she had requested numbers and asked Chief Sandersen to talk about calls for service for 2021-2022. A discussion ensued regarding response times.

Councilmember Flake stated that he had conducted his own study regarding safety and would like to pursue the two-station idea. A discussion ensued regarding the safety of the community, cost and how to proceed. He stated he thinks we need to pursue the two stations. One station being here at city hall. Adapting it is the best move cost wise. Another station up north. He wants to come up with an adaptive plan. He stated he did not want a bond. He had concerns about the cost of a fire station.

Mayor Fullmer asked about buying a house and having an off shoot for vehicles. Chief Sandersen said they have done that before. She stated that as they are looking at a temporary opportunity that is costly. She discussed having a permanent and a temporary place and the timeline with cost.

Chief Sandersen responded that looking at the call volume, if they can get a fire truck out here with the adaptability of a house second station services can be scaled back and staff an ambulance that can support many of the calls. He stated there are a lot of options.

Mayor Fullmer wanted to add, why she wants the studies done soon is if costs can be cut it benefits the residents.

Councilmember Flake stated that he hated studies but understands that this decision requires good factual information. He is not comfortable without further information.

Councilmember Rasmussen added that she thinks its fantastic to live in a city where people agonize over details and care about the plan.

Councilmember Welsh stated that she loved studies.

Councilmember Sifuentes asked for clarification regarding the three studies. She listed each study. A study on a temporary station, a membrane. Study on the Public Works facility reuse. And a third study to change city hall into a fire station. Mayor Fullmer added that because it’s being combined, the cost goes down $10,000.

Chief Sandersen approached the podium and stated that shared space isn’t unheard of in public safety.

Ezra Nair stated that the cost savings was approved with the original three proposals. He said it could change with the new option.

Laura Smith approached the podium and said there would be a fee proposal for the traffic study.

Chief Sandersen came back to the podium to express his concern about the timeline for studies to be completed. Mayor Fullmer stated it was nine weeks. She said if they had to make an amendment to the contract they could and discussed that.

Mayor Fullmer recommended the two adaptive, reuse studies and everybody felt comfortable utilizing the membrane and adding additional funds for the projected-out road timelines for what we expect to see in the other locations.

Motion: COUNCILMEMBER FLAKE MOVED TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE TASK ORDER WITH CRSA ARCHITECHTS, OPTIONS 3 AND 4 WITH THE ADJUSTMENTS NOTED FOR THIS PLAN REVIEW. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER AND COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

10. CLOSED SESSION

No closed session was held.

11. ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER RASMUSSEN MOVED TO AJOURN THE MEETING AT 7:07 PM. CRISTY WELSH SECONDED THE MOTION. MAYOR FULLMER AND COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY

MINUTES APPROVED ON: ________________________________

CERTIFIED CORRECT BY: /s/Heidi Jackman
HEIDI JACKMAN, DEPUTY RECORDER

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 27th, 2023

Agenda Item: 6.3 Asset Management / Permitting Software

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:
The city is updating its public facing processes to provide more professional services. We've undergone a number of projects to accomplish these goals including our new website, hiring of a development services coordinator and more public works techs, beautifying our open spaces, a new rec website, bilingual admin services, and showcasing our branding. An additional step in this overarching goal is improving our permitting and asset management software.

Our permit software is effective for some of our processes but not the most user-friendly. Because of this we've issued an RFP and selected the top option for online services that are primarily used by our developers and residents whenever things are being built. Additionally, knowing that many people who offer permit solutions also offer asset management software, we issued these RFPs at the same time. This proved helpful as we were able to select a provider that offered both services and was able to provide us a discount for combining both services.

Separately, these products don't reach the purchasing threshold for council approval; however, because we're combining it and have an annual obligation of more than $25,000 between the two, we'll bring it forward for your approval. If authorized by the end of the month, the negotiated discounts will apply.

Permitting Software: SmartGov, the permitting solution provided by Brightly Software Inc, will provide a much-needed enhancement to our business licensing and land use applications that our current permitting system isn't capable of. Additionally, it will include a solution for code enforcement management, organizing special events, and tracking parking permits. The GIS map integration will allow permit activity to be represented in maps and the parcel data management will be able to show a detailed history of all of the activity on any given property.

Asset Management Software: Pursuant to Utah Admin Code R309-700-5 Utah State requires entities who wish to receive financial assistance through the State's Revolving Fund to have an asset management program.

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Fiscal Impact:

FY24: $37,185.65 permitting software + $19,465.15 asset management
Ongoing: ~$15,000 permitting software + ~$18,000 asset management

Recommendation:
Staff recommends the City Council approve a contract with Brightly Software Inc for the provision of permit and asset management software solutions.

Sample Motion:
I move to adopt Resolution 2023-40 authorizing the city manager to contract with Brightly Software Inc for the provision of permit and asset management software solutions.

Attachments:
Resolution 2023-40
Brightly Contract

RESOLUTION NO. 2023-40

A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO BRIGHTLY SOFTWARE INC. AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH THEM FOR ASSET MANAGEMENT AND PERMITTING SOFTWARE

WHEREAS, after consideration of bids filed, it was determined that Brightly Software Inc. was the best bidder for asset management and permitting software.

WHEREAS, the Vineyard City Council has determined that it is in the public interest and welfare of its residents, desires to enter into an agreement with Brightly Software Inc. for the services described above.

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

Section 1. Approval. The City Council of Vineyard, Utah, hereby authorizes the city manager to sign a contract with Brightly Software Inc. for asset management and permitting software with the initial cost of $37,185.65 for permitting software, and $19,465.15 for asset management, and the ongoing costs set at $15,000 for permitting software, and $18,000 for asset management.

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 27th day of September 2023.

____
Julie Fullmer, Mayor

Attest:

____
Pamela Spencer, City Recorder

PREPARED FOR

Vineyard City ("Subscriber")

Naseem Ghandour
Public Works
West Gammon Road
Vineyard, UT 84059

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

July 26, 2023

Q-336473

This SOW has been defined to leverage Brightly's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the Brightly team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Sourcewell/NJPA purchasing contract

- https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents (https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents).
- Contract #090320-SDI

Subscription Term: 57 months (10/01/2023 - 06/30/2028)

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
- SmartGov Business License	10/1/2023	6/30/2024		Included
- SmartGov Code Enforcement	10/1/2023	6/30/2024		Included
SmartGov - Enterprise	10/1/2023	6/30/2024	8,543.00 Population	9,708.71 USD
SmartGov Connector Merchant	10/1/2023	6/30/2024		766.70 USD
SmartGov Connector BlueBeam	10/1/2023	6/30/2024		766.70 USD
SmartGov Connector Financial	10/1/2023	6/30/2024		766.70 USD
6.0 Month(s) included at no additional cost on the first term 10/01/2023 - 03/31/2024				-8,020.48 USD

Multi-Product Bundle Discount	-398.83 USD
	Subtotal: 3,589.50 USD

Professional Services

Item	Pricing Based On	Investment
SmartGov Training - Basic	One-Time	2,339.33 USD
Workflow template customization	8,546.00 Population	3,711.27 USD
Fees Configuration (Pages)	4.00	500.00 USD
General Config	8,546.00 Population	2,018.75 USD
Map Connector Configuration	8,546.00 Population	1,009.38 USD
Parcel Connector Configuration	8,546.00 Population	2,523.44 USD
Portal Configuration	8,546.00 Population	1,009.38 USD
Existing Merchant Connector Configuration	8,546.00 Population	1,211.25 USD
BlueBeam Connector Configuration	8,546.00 Population	1,211.25 USD
Financial Export Connector Configuration	8,546.00 Population	2,018.75 USD
Standardized Data Migration - Permits	8,546.00 Population	4,037.50 USD
Standardized Data Migration - Licensing	8,546.00 Population	5,046.88 USD
		Subtotal: 33,596.16 USD

Professional Services		
Item	**Pricing Based On**	**Investment**
Project Management	One-Time	3,930.87 USD
SmartGov Advanced Implementation	One-Time	0.00 USD
Data Migration	One-Time	3,028.13 USD
		Subtotal: 33,596.16 USD
Total Initial Investment		**37,185.65 USD**

*Additional scoping is required. Dependent on requirements of the contract database that the state is pulling this information from, additional cost may be required.

- Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.

The above level of effort and associated pricing is based on the SMARTGOV package selected by Vineyard City and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via the Company's Change Control Authorization ("CCA") process.

Q-334747

Sourcewell/NJPA purchasing contract

- https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents (https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents).
- Contract #090320-SDI

Subscription Term: 57 months (10/01/2023 - 06/30/2028)

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	10/1/2023	6/30/2024	14,025.00 Population	12,826.44 USD
- Facilities/Physical Plant Module	10/1/2023	6/30/2024		Included
- Streets/Signs/ Sidewalks Module	10/1/2023	6/30/2024		Included
- Storm Water Module	10/1/2023	6/30/2024		Included
- Fleet Module	10/1/2023	6/30/2024		Included
- Treatment Plants Module	10/1/2023	6/30/2024		Included
- Water Distribution and Waste Water Collection Module	10/1/2023	6/30/2024		Included
- Parks, Recreation and Forestry Module	10/1/2023	6/30/2024		Included
- AE Safety	10/1/2023	6/30/2024		Included
- Asset Essentials Inventory	10/1/2023	6/30/2024		Included

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
- Dude Analytics	10/1/2023	6/30/2024		Included
Asset Essentials Connector Toolkit	10/1/2023	6/30/2024	14,025.00 Population	1,496.06 USD
			4.0 Month(s) included at no additional cost on the first term 10/01/2023 - 01/31/2024	-6,429.44 USD
			Multi-Product Bundle Discount	-789.31 USD
				Subtotal: 7,103.75 USD

Professional Services

Item	Pricing Based On	Investment
Asset Essentials Enterprise Implementation with Consulting	14,025.00 Population	10,865.15 USD
Asset Essentials Connector Toolkit Training	1.00 Day(s)	1,496.25 USD
		Subtotal: 12,361.40 USD

Total Initial Investment	**19,465.15 USD**

- Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.

Cloud Services				
Item	**Investment Year 2 Start Date: 07/01/2024**	**Investment Year 3 Start Date: 07/01/2025**	**Investment Year 4 Start Date: 07/01/2026**	**Investment Year 5 Start Date: 07/01/2027**
- SmartGov Business License	Included	Included	Included	Included
- SmartGov Code Enforcement	Included	Included	Included	Included
SmartGov - Enterprise	13,333.29 USD	13,733.29 USD	14,145.29 USD	14,569.64 USD
SmartGov Connector Merchant	1,052.93 USD	1,084.52 USD	1,117.05 USD	1,150.56 USD
SmartGov Connector BlueBeam	1,052.93 USD	1,084.52 USD	1,117.05 USD	1,150.56 USD
SmartGov Connector Financial	1,052.93 USD	1,084.52 USD	1,117.05 USD	1,150.56 USD
Multi-Product Bundle Promotion	-1,649.21 USD	-1,698.69 USD	-1,749.64 USD	-1,802.13 USD
Total	14,842.87 USD	15,288.17 USD	15,746.80 USD	16,219.19 USD

Cloud Services

Item	Investment Year 2 Start Date: 07/01/2024	Investment Year 3 Start Date: 07/01/2025	Investment Year 4 Start Date: 07/01/2026	Investment Year 5 Start Date: 07/01/2027
Asset Essentials Enterprise	17,614.98 USD	18,143.43 USD	18,687.73 USD	19,248.36 USD
- Facilities/ Physical Plant Module	Included	Included	Included	Included
- Streets/Signs/ Sidewalks Module	Included	Included	Included	Included
- Storm Water Module	Included	Included	Included	Included
- Fleet Module	Included	Included	Included	Included
- Treatment Plants Module	Included	Included	Included	Included
- Water Distribution and Waste Water Collection Module	Included	Included	Included	Included
- Parks, Recreation and Forestry Module	Included	Included	Included	Included
- AE Safety	Included	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included	Included
- Dude Analytics	Included	Included	Included	Included
Asset Essentials Connector Toolkit	2,054.59 USD	2,116.23 USD	2,179.72 USD	2,245.11 USD
Multi-Product Bundle Discount	-1,966.96 USD	-2,025.97 USD	-2,086.75 USD	-2,149.35 USD

Cloud Services				
Item	**Investment Year 2 Start Date: 07/01/2024**	**Investment Year 3 Start Date: 07/01/2025**	**Investment Year 4 Start Date: 07/01/2026**	**Investment Year 5 Start Date: 07/01/2027**
Total	17,702.61 USD	18,233.69 USD	18,780.71 USD	19,344.12 USD

Asset Essentials – Assets, GIS, and PM Schedules Implementation Consulting Package

Statement of Work

Purpose

Brightly's (Company) Asset Essentials is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient implementation and a faster ROI. This includes - meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. The following are ways in which this value is realized:

- Faster time to value: clients who leverage our focused consulting services see implementation time frames that are up to four times faster than clients who do not utilize our services.
- Expert data management: we work with client data every day and provide guidance on creating good data for reporting. In partnership, we will help clean up and import data for you, allowing you more time to focus on your daily operations, and not the one-time activities necessary to get your account configured effectively.
- Dedicated professional services: the partnership between you and your consultant will align Asset Essentials best practices, configuration and workflows to best meet your business needs. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to your new CMMS system.

Deliverables

- Project kick-off call with a Company Project Coordinator
- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the client's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- Review, cleanse and import available user, location, asset, and scheduled PM data
- Establish integration with client GIS system, configure up to 10 client GIS layer syncs
- Assets, PMs and Corrective Work Order Processes
- Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars – during and after implementation

Methodology and Approach

Brightly or a qualified Service Provider (Company Service Provider) will interview your key maintenance stakeholders to determine account configurations and settings. With over 12,000 clients successfully using our software, we understand the importance of understanding your goals, objectives, and current workflows, as well as the importance of getting to know your users. Your professional services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Additional resources will help prepare you for your consulting time through access to a project collaboration tool (Financial Force Community) where a team of implementation specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once your data has been collected you will be ready to work with your assigned consultant to understand your workflow, cleanse and import your data, configure your account and offer user-role based software training sessions. Below are topics that will be discussed with your Company Service Provider:

- The primary reasons your organization began a CMMS search
- The ideal timeline for completion
- Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of AE planned for immediate use
- Aspects of AE planned for future use
- Aspects of AE planned not to be used

	Immediate use	**Future use**	**Not planned**
Mobile App			
Cost Centers/Budgets			
Connector Tool Integration			
Projects			
Parts and POs			
Capital Forecast/Predictor Core			
Citizen Portal			
Mobile profiles			
Map-based Work Orders			

GIS Asset Management			
PM scheduling and best practices			
AE Reporting			

Goals and Reporting

- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of your maintenance department
- Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

Users

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage and approval
- Specialized user needs
- Departments

Public Works Departments

- Multiple site(s)
- Facility layout –
- Parent-child Locations for Buildings and Rooms
- Identifying Building-type Locations
- Management/supervisory responsibilities by functional area
- Similarities/differences between facilities

Mapping:

- WO creation from Map
- Citizen Portal (requires OIDC in Gov, not available in Edu)
- Mobile Profiles (available to all clients in Gov, requires GIS in Edu)

GIS:

- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets

Assets

- Asset life cycle process within your operation

- Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- Key reporting needed to drive effective asset management

Maintenance Operations

- Maintenance department org chart/hierarchy
- Techs specialized or general or both
- Tech service areas (if applicable)
- Departments other than maintenance involved in Asset Essentials -
- What departments
- Type of involvement
- Contractors

Workflow

- WO workflow processes –
- Requests/Corrective WO's
- Determining factors for who gets assigned each corrective or PM WO
- Examples include Location, Work Category, Type, Status, Priority, etc.
- Steps in the process -
- Requester process
- Approval process, if required
- Assignment Process
- Completion requirements
- Mobile app usage
- PM's
- Assigned from PM to an individual or flow through a planner/supervisor
- Asset Essentials creates Location or Asset-based PMs
- Tasks Library
- Scheduling cycles and stacking groups
- Overall WO management
- Prioritization
- Daily/Weekly needs
- Cost Tracking
- Building Views
- WO Reporting

Go Live Support

- Begin using AE as your primary CMMS
- Provide internal support for basic usability questions
- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.

Implementation Complete!

- Project Close
- Begin working with Company's Legendary Support Team (LST) for ongoing user questions

Sample consulting engagement

Our primary goal is to assist your team in their transition to a new solution. Through our interviews with key staff, we will identify your objectives to focus on during our stay. Below you'll find an example schedule of a typical consulting engagement. Time invested into each phase varies based on client need.

Discovery Phase

The discovery phase is typically a phone or web interview that typically lasts a couple of hours

- Interview maintenance and operations managers/supervisors, technicians, operators
- Overview of application with key stakeholders
- Define workflow and use-cases within the applications
- Discuss change management and strategy

Data Loading and Configuration

Preparing Data is a key component of the service and requires client input, but the consultant will take care of the rest!

- Data review of existing data from previous CMMS system or data sets
- Map current data into AE setup and format
- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets
- Determine priority of data load to meet use-cases
- Review data in AE and discuss data management

Use-case setup and PM training

Setup workflow to meet use-cases and begin PM training

- Refinements to configuration, workflow and data as needed
- Build workflow to meet agreed use-cases
- Refine Request/Work Order templates to capture required data
- Training on creating and maintaining PMs with application Admins and Supervisors

Hands-on User Training

User training sessions by user role or function and typically last up to 90 minutes for up to 10-15 users

- Train end users – supervisors, technicians and requestors
- Hands on training of reactive workflow with Supervisors
- Mobile or Desktop training available for most user roles

Evaluation

At the conclusion of the consulting service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the consulting service. Ongoing communication until the project is complete will be through your Financial Force Community project.

Post Enablement Support

After data is loaded, the account configured, and users are trained the system is ready to roll-out

- Support go-live – adjust configuration, provide additional training and data entry support
- Review aspects of AE planned for future use
- Define follow-up tasks and next steps
- Define Post Launch Support point of contact

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Company is not responsible for updating or making configuration changes to the client GIS data

Client Assumptions

- Configuration and data options may vary based on the version of Asset Essentials and the corresponding service level that was purchased.
- Client will have access to GIS system. *ArcGIS online Viewer licenses may be required.*
- Client will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)
- The client will schedule time for the appropriate resources to be available to the consultant for all scheduled consulting activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders. The client will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the client will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the consultant will guide the client to focus on safety and location-based PMs and inspections.

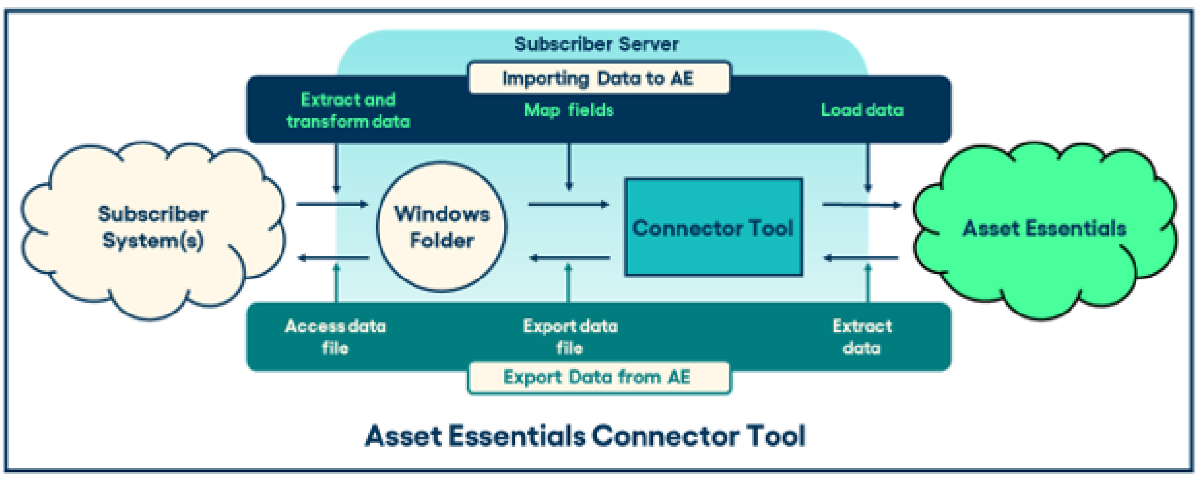
- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a $500 rescheduling fee.

Asset Essentials Connector Tool

Summary:

Company will provide specified professional consulting services to Subscriber to implement the Asset Essentials Connector Tool. The Connector Tool is an on-premises tool for exporting data from Asset Essentials into a folder or importing data from a folder in CSV (comma-separated value) file format. These professional services include meeting with a key Subscriber stakeholder to review data flow requirements, review field mapping for CSV file import, map Assets Essentials data fields to CSV file for export and train the Subscriber on all Connector Tool functionality.

Overview diagram (does not represent what is being delivered):



In Scope: The below will be considered in scope of this SOW:

1. Asset Essentials Connector Tool implementation
2. Asset Essentials Connector Tool training

Deliverables:

- Project initiation and discovery (discuss data flow requirements)

- System requirements and direction on where to download the Connector Tool provided
- Testing connectivity between Asset Essentials and the Connector Tool
- Training provided on: Asset Essentials available tables; field mapping, filtering, scheduling within the Connector Tool; CSV file import/export requirements based on data flow requirements
- Recommend changes needed to CSV file
- Demonstrate an export using the Connector Tool and import assuming the Subscriber is able to provide a compatible CSV file

Acceptance Process:

As each deliverable is completed, the Company Project Coordinator or Consultant will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery completed
- Subscriber has downloaded and deployed the Connector Tool
- Company has trained Subscriber on the Connector Tool

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- If importing data applies, import data file must be provided by Subscriber with required Asset Essentials fields.
- If exporting data applies, Subscriber is responsible for supplying mapping, creating a script (if applicable) to monitor the output location, and importing of the data file into any Subscriber systems.
- Responsible for providing an always on Windows environment to support the Connector Tool.
- Responsible for creating a Windows folder or SFTP site.

Company Assumptions:

- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.
- Company will not access or is not responsible for exporting or importing data out of Subscriber system(s) or creating any scripts to automate the process or transforming/modifying any CSV import files into the Connector Tool.
- Any API needs will be considered out of scope of this service.

Project Schedule:

From project initiation to demonstration, this service will take no longer than 8 hours to complete.

Change Management:
Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

Once all deliverables have been completed, this service will be billed at 100%.

Data Migration - SmartGov Statement of Work

SmartGov data specialists will migrate permit and business license data from City Inspect. The SmartGov data migration streamlines the process by migrating a standard set of business licensing and permit data elements included in pre structured data migration workbooks. The data elements are listed below. In SmartGov, the permit and license data will be associated with the City's current parcels.

In addition, the migration will include an Excel spreadsheet containing historic building permits. The Excel Workbook will be loaded into SGC Read Only area. **One workbook with one tab included in this quote**. Data won't be formatted but rather loaded in the same format we receive it in.

Data Elements for City Inspect Data

Base Data

- Parcels
    - Parcels
    - Ownership
    - Addresses
- Contacts
    - Contacts
    - Phone
    - Address
    - Email

Permitting Data

- Basic Permit Info
- Parcel
- Contacts (Contractors will be listed on Contacts)
- Inspections
- Fees as Notes
- Notes

Licensing Data - Only current occurrence, no history

- License Info
- Contacts
- Parcels
- Inspections
- Fees as Notes
- Notes

SmartGov Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement SmartGov, an on-line management solution for permitting, planning, inspections, code enforcement, and business licensing. The professional services and associated milestones outlined in this SOW include user and security set up; system configuration for the back office and citizen portal; data migration (if applicable); connector set up; user training; and post go-live support. The implementation process is collaborative, requiring stakeholder input to ensure the set-up and configuration of the system meets the Subscriber's business processes and operational needs.

In Scope:

The items below will be considered in scope of this SOW:

- Project Management
- General Configuration
- Fee Configuration
- Workflow Template Configuration
- Parcel Connector Configuration
- Map Connector Configuration
- Financial Export Connector
- Digital Markup Tool (Bluebeam) Connector
- Existing Merchant Connector Configuration
- Training (Basic, Premium, Elite)

Deliverables:

The following are the services and deliverables purchased by Subscriber:

Project Management: Company Project Manager will act as an extension of the Subscriber's team and manage the implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, management of the project timeline, and help identify risks and/or issues.

Project Management Services include:

- Project planning and kickoff meetings.

- Project schedule developed and maintained according to the SOW tasks, deliverables, dependencies, and resource assignments.
- Status reporting and coordination of status meetings, bi-weekly, or as required.
- Schedule monitoring and scope management.
- Risk Management planning to identify, analyze, and mitigate risks.
- Action Item and decision tracking, as well as resolving and escalating issues.
- Change control management and issue tracking.
- Company project resource management.
- Verify product and deliverable acceptance with Subscriber.
- Facilitating transition to Support.
- Company's Project Manager will serve as the single point of contact for the project related to this SOW.

General Configuration: As part of the General Configuration, Company will:

- Create Subscriber database with best practice defaults.
- Provide Validation environment access to Subscriber.
- Load Subscriber users with Company standard permissions (according to Configuration Workbook).
- Configure system values (locality, time zone, header and footer detail, standard report settings).
- Load Client Code References/Violation types (according to Configuration Workbook).
- Load Subscriber logo.
- Provide access to over 100 reports and output document templates.

Fee Configuration: Based on Subscriber fee schedule, defined in the Order Form, Company will:

- Setup Subscriber fee code calculations.
- Load Subscriber FMS (Financial Management System) / GL (General Ledger Code) (according to Configuration Workbook).
- Load Subscriber Valuation table (according to Configuration Workbook or ICC (International Chamber of Commerce) table).
- Setup Subscriber fixture costs (according to Configuration Workbook).
- Load other Subscriber custom attributes / details as required for Subscriber fee calculations (according to Configuration Workbook).

Workflow Template Configuration: Company will configure process templates as defined in the Business Process Analysis phase for each department in scope: Building/Permits, Code Enforcement, Licensing and/or Recurring Inspections. Company will:

- Load Subscriber Code References/Violation types (according to Configuration Workbook).
- Load custom attributes/details within the limited fields available (not associated with fees, according to Configuration Workbook).
- Configure workflow to meet business requirements defined in Configuration Workbook.

Parcel Connector Configuration: Company will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the Subscriber.

- Configure Subscribers parcel fields into SmartGov.
- Troubleshooting the incoming data and providing recommendations for Subscriber to resolve data gaps.
- Train Subscriber on how to maintain the service in SmartGov.

Map Connector Configuration:

- Configure subscribers ESRI GIS layers into SmartGov

- Troubleshooting the incoming data
- Train client on how to maintain the service in SmartGov.

Financial Export Connector Configuration:

- Configure financial export according to subscribers FMS (financial management system) as provided by Subscriber.
- Train Subscriber on how to export and set scheduler.

Digital Markup Tool/Electronic Plan Review (Bluebeam) Connector Configuration:

- Assist Subscriber in configuring Bluebeam connection.
- Testing connection with Subscriber.
- Training provided on SmartGov check-out and check-in process only.

Merchant Connector Configuration:

- Configure merchant connection.
- Test and troubleshoot connection during test process

Training: Company will train Subscriber users in a "train-the-trainer" format where Subscriber's key users and administrators will learn to use and maintain the software and enabled to upskill other users and community citizens.

Acceptance Process:

When each deliverable is completed, the Project Manager will confirm with the Subscriber and document acceptance in the Project Community Portal.

- General Configuration
  - Subscriber receives credentials for environment with initial configuration items under General Configuration deliverable completed.
- Fee Configuration
  - Subscriber Fees configured based on provided Fee schedule and according to Configuration Workbook.
- Workflow Template Configuration
  - Consultant-led end-to-end walkthrough and demonstration of UAT/Validation process to Subscriber to confirm functionality meets configuration requirements.
- Connectors: Parcel, Map, Financial, Active Directory, Digital Markup Tool, Laserfiche, Merchant, Contractor, and/or Custom
  - Connectors in scope will be configured and tested by Company to confirm successful connection.
- Training
  - Administrator and Subscriber Trainer users have received training according to their role.

Assumptions :

Project Assumptions:

The success of the implementation is dependent on the completion and full engagement of key stakeholders.

- Detailed assumptions for each of the connectors or services is included in the Appendices section of this SOW.

- The Subscriber will engage in the SmartGov implementation to build Subscriber's SmartGov account for it to be used for its intended purposes of permitting, licensing, code enforcement, and inspections.
- For Custom Form Letters or Statistical Reports, the Subscriber will provide original documentation in a Word or Excel format.
- The Subscriber shall be primarily responsible for providing access and training on SmartGov to end-users.
- Training "no-shows" or cancellations, made less than 24 hours in advance, are subject to losing that session and will require a change order for additional training hours or alternative learning arrangements.
- The Subscriber will have access to an implementation specialist and our Legendary Support Team for questions, concerns, or technical issues they may need help resolving throughout their active subscription period.

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within two (2) weeks of the scheduled activity may result in a rescheduling fee being assessed.
- If applicable, Subscriber is responsible for validating migrated data accuracy, format, and completeness in the validation environment
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in the format documented in the Data Services SOW.
- Subscriber has up to five (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Company will not access any 3rd party systems for the purpose of exporting data.
- No third-party systems or software are included in this implementation.
- No third-party systems or software configuration is included in this implementation.
- No third-party systems or software training is included in this implementation
- No SmartGov API integration or development services are included in this implementation
- Once End User Training has been completed and the Production environment is live, 30-day Go-Live Support period begins, consisting of up to four (4), one-hour check-ins with the Company Consultant. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

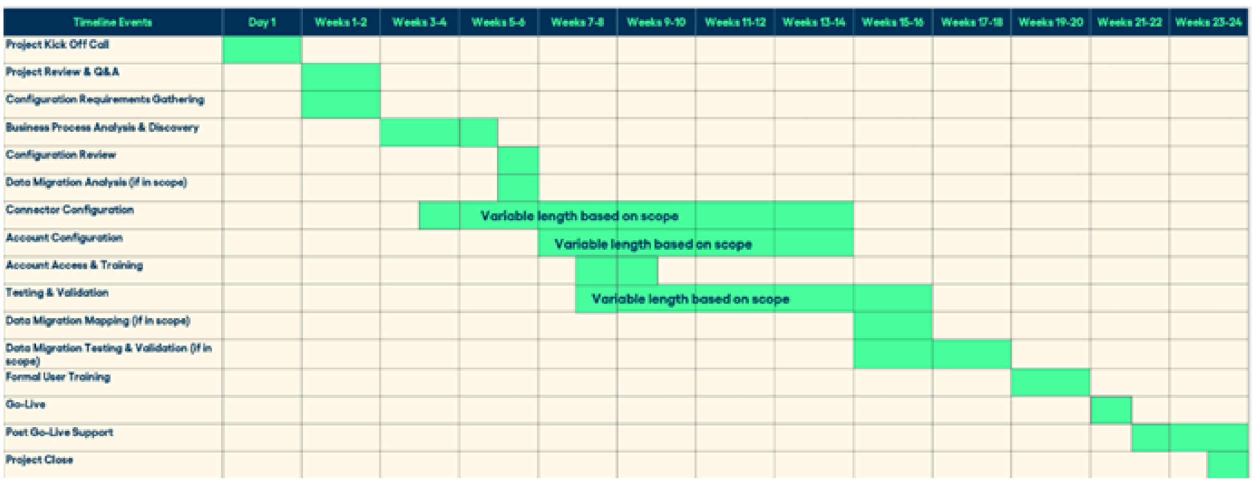
Change Controls

Parties may agree to modify the services through the written change request process specifically referencing this applicable SOW to Company project manager. The change request will initiate an update to the applicable SOW and pricing when executed by both Parties, and the services described therein will become part of the services.

Project Schedule:

Professional Services expire after the maximum implementation timeline of 12 months. If implementation is not kicked off within 6 months after purchase, services will be returned. If Subscriber project is placed on hold after kickoff, services expire after six (6) months.

Sample project timeline:



Invoicing:

Milestones are completed and billed as delivered.

Invoicing for the SmartGov Standard Implementation service will be provided as delivery milestones are completed. Below is the schedule for the billing milestones and the related percentage.

- Project Management
    - 30-day post go-live support concluded
        - Percentage: 100%
- General Configuration
    - Completed upon Initial setup of subscriber environment
        - Percentage: 100%
- Fees

- Completed upon configuration of fee schedule inside SmartGov according to Configuration Workbook & user training acceptance
    - Percentage: 100%

- Workflow Customization Configuration Workbook
    - Completed upon configuration according to documentation in the Configuration Workbook & user testing acceptance
        - Percentage: 100%

- Parcel and Map Connectors
    - Completed upon connection and successful test by Company
        - Percentage: 100%
- Financial Connector
    - Completed upon Configuration according to Workbook
        - Percentage: 100%

- Digital Markup Tool
    - Completed upon successful connection
        - Percentage: 100%

- Merchant Connector
    - Completed upon connection and successful test by Company
        - Percentage: 100%

- SmartGov Training
    - Milestone 1: Completed after pre-Validation training sessions conclude
        - Percentage: 25%

    - Milestone 2: Completed after final scheduled training session concludes
        - Percentage: 75%

Appendices

Appendix – Parcel Connector:

- Delimited File – A delimited file may be uploaded to the job at runtime. The delimited file option supports a single address for each individual parcel. Subscriber must use the template provided by Company.
- Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password.
- Subscriber is responsible for obtaining, cleaning, and maintaining all parcel data within the delimited file and/or ESRI Rest service.
- The configured parcel job will be available for Subscriber to run on-demand after go-live. The Parcel Layer Job can be set to run daily, weekly, monthly, or annually defined by how often Subscriber intends to update the Rest Service.

Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum:

- Parcel Number
- Primary Situs Address
- Primary Situs City
- Primary Situs State
- Primary Situs Zip Code
- Owner Name
- Owner Street Address
- Owner City populated for USA addresses only
- Owner State populated for USA addresses only
- Owner Zip Code populated for USA addresses only
- International Indicator with a value of "Y" for any owner address outside of the USA
- International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA

Inclusion of the following additional fields is recommended:

- Parcel center point latitude in decimal degrees
- Parcel center point longitude in decimal degrees

If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields:

- Parcel Number
- Secondary Situs Address
- Secondary Situs City
- Secondary Situs Zip Code

Inclusion of the following additional fields is recommended for the secondary address layer:

- Address point latitude in decimal degrees
- Address point longitude in decimal degrees

Appendix – MAP/GIS Connector:

- Company will connect to ESRI Map Service provided by Subscriber and secured by a publicly trusted certificate issued by a Certificate Authority.
- Subscriber is responsible for contracting separately with ESRI map service provider and ESRI configuration.

SmartGov Requirements for Map Connector Integration:

- ArcGIS for Server 10.4 or ArcGIS for server Enterprise Standard 10.7.1 (OR) ArcGIS Online.
- Subscriber Map Service must be publicly accessible and require no user authentication of any kind.
- The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access).

- Support for Feature, Tiled, and Web Map Services is not included.
- Custom base maps are not supported. Base maps from the ESRI base map library will be available for use.

The following base maps are currently included (subject to change):

- Imagery
- Imagery Hybrid
- Streets
- Topographic
- Navigation
- Streets (Night)
- Terrain with Labels
- Light Gray Canvas
- Dark Gray Canvas
- Oceans
- National Geographic Style Map
- Open Street Map
- Charted Territory Map
- Community Map
- Navigation (Dark Mode)
- Newspaper Map
- Human Geography Map
- Human Geography Dark Map
- Modern Antique Map
- Mid-Century Map
- Nova Map
- Colored Pencil Map
- Firefly Imagery Hybrid
- USA Topo Maps

Appendix – Financial Connector:

Company will customize the configuration of the export to match Subscriber financial system input needs as documented. Available customizations include:

- Additional data fields
- Altered order of column information
- Alternate delimiter or fixed width formatting
- A header line is not part of the export.
- Financial Connector does not connect directly with any Financial Management System.
- If Subscriber provides a local (FTP) File Transfer Protocol, the Financial Connector can automatically upload to the defined FTP destination.

By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points:

- Receipt Number

- Receipt Date
- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid
- Fee Code Name
- Permit/License/Case Number
- Payer Name

The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points:

- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid

The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable.

The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.

Appendix – Digital Markup Tool Connector:

- The service and subscription for this connector does NOT include a subscription to Bluebeam or training on how to install or use the Bluebeam software.
- Subscriber is responsible for providing an active subscription to Bluebeam Studio Prime with REVU 21 to use the SmartGov Bluebeam Connector. Each user that will be checking permits out to Bluebeam from SmartGov or accessing the submittal documents from SmartGov for review in Bluebeam will need to be a member of the Studio Prime account.

Bluebeam Software is comprised of a document management component, known as Studio, and a client-side application, Revu. Each component has three (3) editions with various features.

Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction. It is available in the following editions:

- Bluebeam Studio Prime (Compatible with SmartGov) – Cloud-based (allows third party integrations with the Bluebeam Studio API), additional Bluebeam cost
- Bluebeam Studio (Not Compatible with SmartGov) – Cloud-based, included with the Bluebeam Revu user license at no additional Bluebeam cost
- Bluebeam Studio Enterprise (Not Compatible with SmartGov) – On-Premises

Bluebeam Revu is the client-side software that provides the tools necessary to review and mark up documents. This software must be installed on each client computer that will be used to perform review and mark up tasks. Revu is available in the following editions:

- Revu Standard (Compatible with SmartGov) – Standard tool set
- Revu CAD (Compatible with SmartGov) – Includes all of the standard tools, along with plugins for 2D and 3D PDF creation

- Revu eXtreme (Compatible with SmartGov) – Includes all of the standard tools and CAD plugins, with additional features like Optical Character Recognition (OCR) and batch processes.

The Revu user license includes access to Bluebeam Studio, but Bluebeam Studio is not sufficient for integration with SmartGov. Each SmartGov user that will be checking projects in and out of Bluebeam or performing review and mark up tasks must also be a member of the Bluebeam Studio Prime account.

Appendix – Merchant Connector:

- Subscriber to provide the required linking information for Company to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys. Requirements vary slightly depending on the selected Merchant.
- SmartGov will not test in Production environments).

APPENDIX - Training

The training agenda will be agreed upon by the consultant and the Subscriber lead and is designed to provide the Subscriber team with an interactive experience in the software to facilitate an understanding of the utilized parts of the software.

Conditional content is shown or hidden based on the configured expression.

- Tier 1 Basic training will include:
    - Up to two (2) hours of User Acceptance Training to prepare primary users for Validation, focused on navigation and testing best practices.
    - Go-Live training will span a one (1) week period, provided in three (3) hour sessions to meet Subscriber needs, not to exceed four (4) sessions.

Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Special Terms

- At all times during the Subscription term Subscriber data shall be available for Subscriber's export and download. Upon written request of Subscriber, a copy of the Subscriber data will be provided by the Company to the Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-336473 on any applicable purchase order and email to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.

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MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, together with any addenda, (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Cloud Services (as defined below) provided by Brightly Software ("Company"). This Agreement may be accepted by either clicking a box indicating acceptance, by reseller purchase, by executing an Order that references this Agreement or by otherwise accessing or using an Offering. Subscriber agrees to the terms of this Agreement by clicking the button or using any Offering and therefore indicates that Subscriber has read, understood, and accepted this Agreement. If Subscriber does not accept, Subscriber must not use any Offering and must return any Offering to Company or its authorized reseller or partner prior to use.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERING.

Section 1.0 Ordering and Use of Offerings

1.1 Company Cloud Service; Subscriber-Hosted Software.

(a) *Company Cloud Service*. Unless otherwise specified on an applicable Order, an Offering of Cloud Service shall be provided as Company-hosted, online cloud service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Offering for the Subscription Term.

(b) *Subscriber-Hosted Software*. Where an applicable Order sets forth a Subscriber-Hosted Software Offering, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the Offering for the Subscription Term. In respect of such Subscriber-Hosted Software Offering:

(i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order (i.e., implementation).

(ii) Subject to the terms of this Agreement, Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

(iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order on which, or in connection with which, the Subscriber–Hosted Service will be used.

1.2 Ordering.

(a) ***Ordering***. The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this Agreement and all applicable addenda. Pursuant to an Order, Company shall grant Subscriber Account Users access or use of the Offerings during their Subscription Term, including all Content contained in or made available through the Cloud Service(s).Affiliates of either party may conduct business under this Agreement by executing an Order that references this Agreement's terms.

(b) *Account Setup*. To subscribe to the Cloud Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users in accordance with any number and categories of users as set forth on the Order. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement.

(c) *Subscriber Responsibilities*. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Cloud Service(s) shall be limited to Account Users. Subscriber will ensure that its Account Users shall comply with Subscriber's obligations under this Agreement whether they are accessing Cloud Services on Subscriber's behalf, at Subscriber's invitation or by invitation of a Subscriber Account User. If Subscriber becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Subscriber will immediately notify Company and terminate the relevant Account User or user account's access to the Cloud Service. Subscriber is responsible for any act or failure to act by any Account User or any person using or accessing the account of a user in connection with this Agreement. Subscriber acknowledges and agrees that Account Users who submit declarations, notifications or orders to Company are acting on behalf of Subscriber's behalf. Further, Subscriber shall: (i)be solely responsible for the accuracy, and appropriateness of all Subscriber Data and Content created by Account Users using the Cloud Service; (ii) access and use the Cloud Service solely in compliance with the Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (iii) allow e-mail notifications generated by the Cloud Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) take responsibility for the security of Subscribers' systems, including the software on Subscriber's systems, and take commercially reasonable steps to exclude malware, viruses, spyware and trojans from Cloud Services. .

(d) ***Usage Restrictions***. Subscriber agrees that it shall not, and shall not permit any Account User or Third Party accessing by, through or at Subscriber direction, or on its behalf to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Cloud Service; (ii) assign, sublicense, distribute or otherwise make available the Cloud Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Cloud Service to provide any service bureau services or any services on a similar basis; (iv) use the Cloud Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Cloud Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Cloud Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Cloud Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Cloud Service; (ix) interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein;(x) access or use the Cloud Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Cloud Service or monitor the availability and/or functionality of the Cloud Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber application or otherwise, repackage or resell the Cloud Service, or any Company Content; (xii) store, manipulate, analyze, reformat, print, and display Company Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Cloud Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Cloud Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Cloud Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(e) *Additional Guidelines.* Company reserves the right to establish or modify its Cloud Service offerings, general practices and limits concerning use of the Cloud Service, and if applicable provide alternative Cloud Service offerings and practices, with approximately thirty (30) days' prior notice. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) *Links to Third Party Websites.* To the extent that the Cloud Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided by Company. Company shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(g) *Previews, No-Charge Offerings.* From time to time, Company may make Offerings available to Subscribers at no charge or allow features or services at no extra charge as part of Cloud Services prior to their general release that are labeled or communicated as Previews. Subscriber may choose to try such Previews or not in its sole discretion. Use of Previews is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Previews at any time, in its sole discretion. Further, Company may discontinue all Previews availability at any time in its sole discretion without notice. Previews and No-Charge Offerings are provided on an "as-is" basis and "as available" basis, without any warranties of any kind.

1.3 Proprietary Rights.

(a) Subscriber acknowledges and agrees that Company retains all ownership right, title, and interest in and to Brightly IP, including the Cloud Service, its Documentation and Content, and all corrections, enhancements, improvements to, or derivative works thereof without limitation (collectively, "Derivative Works"), and in all Brightly IP therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Cloud Service, together with all Brightly IP related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Brightly IP rights other than the rights expressly set forth in this Agreement.

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data and Content, including all intellectual property rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of Subscriber Data and Content to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants Company a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by Company from the Subscriber Data (the "De-Identified Data") in order to improve the Cloud Service and Company's performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that Company shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber or natural persons. Company recommends Subscriber confirm the geographic area in which Subscriber Data will be stored, which may be outside the country in which Subscriber is located. Subscriber will ensure that Subscriber Data can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

(c) Subscriber acknowledges the Cloud Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to Company by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses Company the right to sublicense the use of the Third-Party Tool solely as part of the Cloud Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 Company Responsibilities

2.1 Professional Services. To the extent Professional Services are included in the applicable Order and/or described in one or more statements of work, Subscriber agrees to abide by Company's Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels. Company shall use commercially reasonable efforts to make the Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; I any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Company pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Subscribers' Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.

2.3 Security and Data Privacy. Each party shall comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Company acts as Subscriber's processor of personal data provided by Subscriber, the data is subject to Company's Privacy Policy, which can be viewed by clicking the "Privacy" hypertext link located within the Cloud Service. By using the Cloud Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber Content shall be available for Subscriber's export and download. In accordance with applicable data privacy laws following that initial period, Company shall not be obligated to maintain Subscriber Data nor Subscriber Content and may delete or destroy what remains in its possession or control.

(a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Cloud Services, Company shall be Subscriber's "Business Associate" under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection 33

Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 **Relationship to Third Parties**. In connection with Subscriber's use of the Cloud Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Cloud Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Cloud Service, its application programming interface ("API") and a Third Party provider; (iv) receive additional functionality within the user interface of the Cloud Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as "certified," "validated," "premier" and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Cloud Service.

3.2 **Ownership**. As between Subscriber and Company, Subscriber is the owner of all Third Party Content loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party Content in any manner.

Section 4.0 Fees and Payment.

4.1 **Fees.** Subscriber shall pay to Company all fees specified in Orders. Except as otherwise stated on the Order: (i) Subscription Fees are based on Cloud Services subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. The Subscription Fee for such Cloud Service subscription shall be invoiced upon commencement of the Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 **Automatic Payments.** If Subscriber is paying by credit card or Automated Clearing House ("ACH"), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 **Overdue Charges.** If any invoiced amount is not received by Company by the due date, without limiting Company's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account's future subscription renewals and Orders on shorter payment terms than those stated herein.

4.4 **Taxes.** Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 4.5, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. To the extent permitted by law, Subscriber agrees to indemnify and hold Company harmless from any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 **Purchases through Resellers**. In the event Subscriber purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Cloud Services at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Term and Termination

5.1 **Subscription Term.** This Agreement will commence on the Effective Date set forth on the Order and continues until the Offerings hereunder have expired or have been terminated (the "Subscription Term"). Thereafter, except as stated on an applicable Order, the Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term applicable to the Cloud Service subscription.

5.2 **Termination.** Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate this Agreement (in whole or with respect to an Order or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Cloud Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 **Effect of Termination**. Upon expiration of the applicable Subscription Term, or termination of any Order for one or more Offerings or this Agreement for any reason, Subscriber's right to access, use or receive the affected Order or Order items automatically terminate. Subscriber shall immediately cease using the Order or Offering, remove and destroy all Offerings and other Company Confidential Information relating to the Order in its possession or control, and certify such removal and destruction in writing to Company. Termination or suspension of an individual Order or reseller purchase will not terminate or suspend any other Order, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order(s) and reseller purchases will terminate. If this Agreement, any Order or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7, 8 and 9.

Section 6.0 Representations, Warranties and Disclaimers

6.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 Warranties.

(a) Company warrants that Cloud Service will perform substantially in accordance with the features and functions described in the applicable Documentation. To the extent permitted by law, Subscriber's exclusive remedy and Company's entire liability for a breach of this warranty in Section 6.2(a), at its option: (i) will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Company may terminate the Order for the non-conforming Offering and refund any prepaid fees paid for such Offering. The warranty excludes: (a) no charge Offerings or Previews, and (b) issues, problems or defects arising from Third Party Content, Subscriber Data or Content, or use of Cloud Service not in accordance with this Agreement.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

(c) Company makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Company does not warrant or otherwise guarantee that: (i) reported errors will be corrected or support requests will be resolved to meet Subscribers' needs, (ii) any Order or Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Subscriber and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Orders or features or functionality in any communication with Subscriber constitutes technical information, not a warranty or guarantee.

(d) Company's Cloud Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Cloud Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Cloud Services. Company's Cloud Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 Intellectual Property Indemnification.

(a) *Indemnity by Company.* Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Cloud Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber: (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Cloud Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Cloud Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Cloud Service, or (iii) terminate this Agreement (including Subscriber's Cloud Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Cloud Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Cloud Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Cloud Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Cloud Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's exclusive remedy against Company for any Claim of infringement or misappropriation of a Third Party's intellectual property rights related to or arising from Subscriber's use of the Cloud Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data or Content, or Subscriber's use of the Cloud Service in breach of this Agreement, infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's intellectual property rights related to or arising from the Subscriber Data or Subscriber's use of the Cloud Service.

6.4 Limitation of Liability.

(a) **The entire, aggregate liability of Company is limited to the amount of Subscription Fees paid by Subscriber to Company pursuant to this applicable Order during the twelve (12) months prior to the first act or omission giving rise to the liability. This does not apply to the Company's intellectual property indemnification obligations in Section 6.3.**

(b) **Under no circumstances will Company be liable for (i) any indirect, incidental, consequential, special exemplary or punitive damages, loss of production or data, interruption of operations or lost revenue or profits, even if such damages were foreseeable, or (ii) any Previews or No-Charge Offerings.**

(c) **Company will not be liable for any claim in connection with this Agreement if such claim is brought more than two (2) years after the first event giving rise to such claim is or should have been discovered by Subscriber.**

(d) **The limitations and exclusions of this Section 6.4 apply to: (i) benefit of Company and its affiliates, and their respective officers, directors, licensors, subcontractors and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.**

(e) **The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded in accordance with applicable law. Nothing in this Section shall limit Subscriber's payment obligations under Section 4.**

Section 7.0 Confidentiality

7.1 Definition of Confidential Information. "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information 35
as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research,

personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 **Protection of Confidential Information.** The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its Affiliates and its and their employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 **Compelled Disclosure.** If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 **Records Requests.** To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 **Remedies.** Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Export Control Compliance

8.1 **General.** Subscriber shall comply with all applicable sanctions, embargoes and (re-)export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

8.2 **Checks**. Prior to any transfer of Offerings (including all kinds of technical support and/or technology) to a Third Party, Subscriber shall check and ensure by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning Offerings or by provision of other economic resources in connection with Offerings, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion); (ii) such Offerings are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained; (iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered and (iv) Offerings within the scope of the respective Annexes to EU Regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by EU law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus.

8.3 **Non-Acceptable Use of Offerings and Cloud Services**. Subscriber shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Cloud Services, Content and/or Documentation from or in any location prohibited by or subject to comprehensive sanctions (currently Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) or to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Cloud Services, Content and/or Documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the Cloud Services, Content and/or Documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Subscriber Data or Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any user. Subscriber shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations.

8.4 **Information**. Upon request by Company, Subscriber shall promptly provide Company with all information pertaining to user(s), the intended use and the location of use of the Offerings.

8.5 **Export Control Indemnification**. Subscriber shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with (re) Export Regulations by Subscriber and/or user(s) and/or Subscriber's Third Parties business partner re-exporting Offerings in violation of embargoes or sanctions referred to in 8.2 above, and Subscriber shall compensate Company for all losses and expenses resulting thereof.

8.6 **Reservation.** Company shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Subscriber acknowledges that Company may be obliged under the Export Regulations to limit or suspend access by Subscriber and/or user(s) to the Offerings.

Section 9.0 Miscellaneous

9.1 **Compliance with Laws.** Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 **Publicity**. Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Cloud Services and Professional Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

9.3 **Relationship of the Parties.** Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 **Waiver**. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 **Assignment**. This Agreement will extend and be binding upon the successors, legal representatives, and permitted assignees of the parties.

However, Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Company shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.6 **Force Majeure.** Subject to the limitations set forth below and except for fees due for Orders rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.7 **Entity, Governing Law, Notices and Venue.** All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below: The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the **United States and all other domiciles not otherwise mentioned,** the Company entity is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software. The applicable law will be the laws of the state of Delaware, USA; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Delaware, USA unless Subscriber is a public entity in which case this Agreement shall be governed by the state law where it is domiciled. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court for any such disputes.

(b) In **Canada**, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, and the notice address shall be 1577 North Service Road East, Oakville, Ontario, Canada L6H 0H6 Canada, Attn: Brightly Software. The applicable law will be the laws of Ontario; any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of Ontario, Canada, without regard to the principles of conflicts of law.

(c) In the **United Kingdom or a country in Europe,** the Company entity is Brightly Software Limited, a limited company in England, the notice address shall be Pinehurst 2, Pinehurst Road, Farnborough, Hampshire, GU14 7BF Attn: Brightly Software. The applicable law will be the laws of England; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be London, England.

(d) In **Australia, New Zealand, a country in Asia/Oceania,** the Company entity is Brightly Software Australia Pty Ltd, a proprietary limited company in Australia, and the notice address shall be Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel. The applicable law will be the laws of Victoria, Australia; any dispute arising out of or in connection with this Agreement will be finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Melbourne, Victoria, Australia.

If a dispute is subject to arbitration as described in this Section 9.7, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 9.7 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 9.7, the parties agree that Company, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Subscriber has its place of business, to: (i) enforce Brightly IP rights, or (ii) for the payment of amounts due for any Offering.

9.8 **Company Affiliates and Subcontractors**. Company or its Affiliates may exercise Company's s rights and fulfill Company's obligations under this Agreement. Company may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Company remains responsible for its obligations under this Agreement.

9.9 **Interpretation of Agreement.** The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 **No Third Party Beneficiaries**. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

9.11 **Severability.** The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 **Entire Agreement.** This Agreement, including any applicable Order, is the entire agreement between Subscriber and Company regarding Subscriber's use of the Cloud Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modifications, amendment or waiver of any provision of this Agreement shall be effective unless executed in writing by means of manual signatures or electronic signatures or via an online mechanism. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.13 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

9.14 **Cooperative Use**. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Cloud Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15 **Modifications**. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.

9.16 **USA Government Subscribers.** The Cloud Service and its Documentation and Content are "Commercial Items," "Commercial computer software" and "Computer software documentation" as defined in the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202, as revised, the U.S. Government acquires the Cloud Service and its Documentation and Content subject to the terms of this Agreement. Company will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Section 10.0 Definitions

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As used in this Agreement, the following terms shall have the meanings set forth below:

10.1 "Access Credentials" means any user's name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Service.

10.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Cloud Service(s).

10.3 "Account User" means each person or entity that access an Offering under this Agreement, whether such access is given by Subscriber, by Company at Subscriber's request, or by a third party authorized by Subscriber.

10.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

10.5 "Brightly IP" means all patents, patent applications, copyrights, trade secrets and other intellectual property rights in, related to, or used in the provision or delivery of any Order or technical solution underlying an Order, and any improvement, modification, or derivative work of any of the foregoing.

10.6 "Cloud Service" or "Cloud Services" means Company's branded offerings of cloud-based online services and associated cloud-based API (application programming interfaces) made available by Company, as updated, enhanced or otherwise modified from time-to-time. Cloud Service excludes Subscriber Data and Third Party Content.

10.7 "Content" means audio and visual information, documents, content, materials, products and/or software.

10.8 "Documentation" means the user instructions, learning material, functional or technical documentation, and API information relating to the Cloud Service made available to Subscriber by Company in print, online or embedded as part of help functions, which may be updated from time to time.

10.9 "Brightly Software" or "Company" means Brightly Software, Inc., Brightly Software Canada Inc., Brightly Software Australia Pty Ltd, Brightly Software Limited, Facility Health, Inc. and Energy Profiles Limited together with their affiliates, successors and assigns.

10.10 "Order" means Company's ordering document, online purchasing form, statement of work, or end user license agreement (EULA) used to order Company Cloud Services and/or Professional Services. By entering into an Order, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

10.11 "Offering" means an individual offering made available by Company and identified on an Order, which consists of Cloud Services, Professional Services or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

10.12 "Previews" means Cloud Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, preview, pre-release, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

10.13 "Professional Service" means the training, technical, consulting and/or other services, excluding Cloud Services, to be performed by Company that are ordered by Subscriber on an Order or provided without charge (if applicable).

10.14 "Subscriber" means the legal entity identified on the Account, on behalf of itself and its Affiliates and its and their employees, consultants, and (sub)contractors.

10.15 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber, including that which the Account Users input or upload to the Cloud Service.

10.16 "Subscriber-Hosted Software" means Company's suite of cloud software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

10.17 "Subscription Fee" means the fee invoiced to Subscriber by Company prior to the Subscription Term, which is required to be paid in order for Subscriber to be permitted to access and use the Cloud Service.

10.18 "Third Party" means a party other than Subscriber or Company.

10.19 "Third Party Content" means Content, applications and services owned or controlled by a Third Party and made available to Subscriber by the Third Party through or in connection with Cloud Services.

Brightly

PROFESSIONAL SERVICES ADDENDUM

THIS PROFESSIONAL SERVICES ADDENDUM ("Addendum") is an addendum to the Master Subscription Agreement (the "Agreement") between Brightly Software ("Company") and Subscriber, as defined in the Agreement. This Addendum applies to the extent that Subscriber and Company execute an Order Form that includes a Statement of Work ("**SOW**") for the provision of Professional Services to be provided by Company for Subscriber.

BY ACCEPTING THIS ADDENDUM, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY RESELLER PURCHASE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM OR BY OTHERWISE ACCESSING AND USING THE PROFESSIONAL SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

1. PROFESSIONAL SERVICES.

1.1 Scope. Company will provide such Professional Services and supply Deliverables to Subscriber in accordance with the terms of the Agreement and all applicable SOWs or Order Forms. Unless otherwise specified in an applicable SOW or Order Form: (i) Company will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials. Company is only obliged to supply Professional Services as expressly stated in the SOW and shall not be obliged to supply any Professional Services and/or Deliverables until both Parties have approved the applicable SOW.

1.2 Scheduling. Company requires at least 6 weeks advanced notice from the acceptance of an Order Form or reseller purchase to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order Form or reseller purchase includes the additional fees and incidental expenses associated with multiple visits.

1.3 Unused Professional Services. Unless otherwise specified in the applicable SOW, any unused order for Professional Services will expire 6 months from the date of order, and Subscriber will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.

1.4 Relationship to Other Services. The Addendum is limited to Professional Services and does not convey any right to use any other Company Services. Subscriber agrees that Professional Services is not contingent on the delivery of any future Service functionality or features other than Deliverables,, or on any oral or written public comments by Company regarding future Service functionality or features.

1.5 Subscriber Cooperation. Subscriber will cooperate reasonably and in good faith with Company in its performance of Professional Services by: (i) providing access to Subscriber Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under the SOW or Order Form, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Subscriber may result in additional applicable charges for resource time.

1.6 Acceptance. Any Deliverables are stated in the SOW or Order Form. Unless otherwise specified in the applicable SOW, Deliverables will be considered accepted upon Subscriber's written notice thereof (e-mail is sufficient) or two (2) business days from delivery whichever is sooner, provided Subscriber's rejection is limited to failure to materially conform to the SOW's specifications. An effective notice of rejection must specifically disclose the material failure to conform to its specifications. In response to rejection, Company may revise and redeliver the Deliverable, and thereafter the procedures of this Section will repeat.

1.7 Change Order. Changes to Professional Service defined in an Order Form, SOW or reseller purchase, shall require a written Change Order signed by the parties prior to implementation of such change(s). Changes may include, for example, alterations to the Professional Service scope of work, Deliverables or changes to fees or schedule.

2. FEES & PAYMENT TERMS.

2.1 Payment. Subscriber will pay Company the fees specified in each SOW or Order Form contained therein. Unless the SOW or Order Form provides otherwise, Subscriber will pay Company within thirty (30) calendar days from the date of invoice. Where multiple onsite visits are scheduled, the Professional Services, fees and incidental expenses shall be invoiced upon the completion of each visit.

2.2 Incidental Expenses. Subscriber will reimburse Company for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the applicable SOW or Order Form, Company will not exceed a 5% inflation such estimate without the written consent of Subscriber.

3. TERM AND TERMINATION.

3.1 Term. Each SOW term shall begin on the effective date specified in the applicable SOW or Order Form and end on the date that the Professional Services are completed. Unless earlier terminated as set forth below, the terms of this Addendum will continue until termination or expiration of the applicable SOW. Termination shall be in accordance with the Agreement.

3.2 Termination. Either party may terminate a SOW or this Addendum for the other's material breach of such SOW or this Addendum, as applicable, on thirty (30) days' written notice, provided that if the other party cures the breach before expiration of such notice period, the SOW will not terminate. Additionally, all SOWs will immediately terminate upon termination or expiration of the Agreement.

3.3 Effect of Termination. Upon termination of a SOW: (1) if such SOW provides for an hourly or per unit fee, Subscriber will pay Company such fee for the work performed up to the date of termination; and (2) if the SOW provides for a fixed fee, Subscriber will pay Company the reasonable value of the Professional Services rendered by Company up to the termination date. Termination of a SOW for any reason, including without limitation for cause, will not terminate any other SOW.

4. PROPRIETARY RIGHTS AND LICENSES.

4.1 Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information as set forth in the Agreement.

4.2 Subscriber Data. Subscriber does not grant to Company any rights in or to Subscriber's intellectual property except such licenses as are required for Company to perform its obligations under the Agreement.

4.3 License for Deliverables. Upon payment of fees due under an applicable SOW or Order Form, Company grants Subscriber a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Company's Services any Deliverables created by Company solely for Subscriber under this Agreement. Company and Subscriber each retain all right, title and interest in their respective Intellectual Property and Company retains all ownership rights in the Deliverables.

5. WARRANTY.

Company represents and warrants that all Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 5, Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

6. DISCLAIMER.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH SECTION 5 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, Company AND ITS THIRD PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE DELIVERABLES OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Company DOES NOT WARRANT THE RELIABILITY, TIMELINESS, SUITABILITY, OR ACCURACY OF THE DELIVERABLES OR THE RESULTS SUBSCRIBER MAY OBTAIN BY USING THE DELIVERABLES. IN PARTICULAR, Company DOES NOT WARRANT UNINTERRUPTED OR ERROR- FREE OPERATION OF THE DELIVERABLES, THAT THE DELIVERABLES WILL CONTINUE TO FUNCTION WITH ANY SUBSCRIPTION SERVICES AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, OR THAT Company WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS.

7. NON-EXCLUSIVITY OF PROFESSIONAL SERVICES.

Notwithstanding the Confidentiality obligations set forth in Section 8 of the Agreement and this Addendum, Subscriber acknowledges and agrees that (i) multiple Subscribers may require similar Professional Services or Deliverables and that Company may be developing similar Professional Services and Deliverables for other third parties, (ii) Company may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of Subscriber, (iii) nothing will prohibit Company from developing or having developed for it customizations, configurations, feature, concepts, systems or techniques that are similar to the Deliverables, and (iv) nothing will prohibit Company from re-using with another Subscriber or making generally available as part of Subscription Services all or part of any customization, configuration, feature, concept, system or technique developed hereunder.

8. IP INDEMNITY.

8.1 Indemnification by Company. In addition to the indemnification obligations set forth in Section 6 of the Agreement and subject to this Addendum, Company will (i) defend, or at its option settle, any claim, demand, action or legal proceeding ("**Claim**") made or brought against Subscriber by a third party alleging that the use of the Deliverable(s) as contemplated hereunder directly infringes the intellectual property rights of such third party, and (ii) pay (a) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (b) those damages agreed to by Company in a monetary settlement of such Claim. Company's obligations to defend or indemnify will not apply to the extent that a Claim is based on (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverable(s) with non-Company products or services; or (III) any use of the Deliverable(s) not in compliance with this Addendum. In the event of a Claim, Company may, in its discretion and at no cost to Subscriber (A) modify the Deliverable(s) so that they are no longer the subject of an infringement claim, (B) obtain a license for Subscriber's continued use of the Deliverable(s) in accordance with this Addendum, or (C)suspend use of the Deliverable in question and refund to Subscriber a pro rata portion of the fees paid for every month during which Subscriber is prevented from using the infringing Deliverable as a result of such infringement, during the first three years after delivery of such Deliverable.

8.2 Indemnification by Subscriber. To the extent permitted by law and subject to this Addendum, Subscriber will (i) defend, or at its option settle, any Claim made or brought against Company by a third party alleging that (I) Subscriber Data, Subscriber's or a third party's technology, software, materials, data or business processes; (II) a combination of the Deliverables with non-Company products or services; or (III) Subscriber's use of the Deliverables , other than as authorized in this Addendum, violates applicable law or regulations or infringes the intellectual property rights of, or has otherwise harmed, a third party; and (ii) pay (a) any final judgment or award directly resulting from such Claim, or (b) or those damages agreed to in a monetary settlement of such Claim. 40

THIS SECTION 8 STATES COMPANY'S SOLE OBLIGATION, AND SUBSCRIBER'S SOLE REMEDY, WITH REGARDS TO CLAIMS THAT THE DELIVERABLES INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATION OF LIABILITY. IN ADDITION TO THE OBLIGATIONS UNDER THE AGREEMENT, IN NO EVENT SHALL COMPANY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THE APPLICABLE SOW TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 4 OF THE AGREEMENT.

10. MISCELLANEOUS

10.1 Order of Precedence. In the event of a conflict, the provisions of an authorized SOW will prevail over those of this Addendum. Neither party's acts nor omissions related to Professional Services, to a SOW, or to this Addendum, including without limitation breach of a SOW or of this Addendum, will give the other party any rights or remedies not directly related to the SOW in question.

10.2 Independent Contractor. The parties are independent contractors and nothing in this Agreement should be construed to create a partnership, agency, joint venture, fiduciary or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing Services and such party will be solely responsible for the supervision, daily direction, control of its personnel and for the payment of all of their compensation.

10.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement**.**

10.4 Force Majeure. Neither party will be responsible for failure or delay of performance of a SOW if caused by an act of nature, war, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed Professional Services upon written notice.

10.5 Non-Solicitation. Except where prohibited by law, during the Term of this Addendum and for twelve (12) months thereafter, Subscriber will not solicit for employment, nor knowingly employ (either as an employee, contractor or agent), any of Company's employees or subcontractors without Company's prior written consent. For the purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and general posting open positions.

10.6 Subcontractors. Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with Company's obligations under this Addendum, except as otherwise specified herein.

10.7 Severability. If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum will remain in effect.

11. DEFINITIONS.

11.1 **"**Change Order" means a Company change order that changes the Professional Services as set forth on a SOW, Order Form or defined in a reseller purchase. Change Orders executed by both parties shall be incorporated by reference into the applicable SOW, Order Form or reseller purchase. A Change Order cannot change Services, as defined in the Agreement to include SaaS applications.

11.2 "Deliverable" means a deliverable under an SOW or Order Form.

11.3 "SOW" means a statement of work describing Professional Services to be provided hereunder, that is entered into between Subscriber and Company or which is incorporated into an Order Form that is entered into between Subscriber and Company. A Company Affiliate that executed an SOW with Subscriber will be deemed to be Company as such term is used in this Agreement. SOWs or Order Forms are deemed incorporated herein by reference.

All other capitalized terms used but not defined herein shall have the respective meanings set forth in the Agreement.

Q-336473

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year last written below.

Brightly Software

By: DocuSigned by: Brian Benfer 515587D5E38B490...

[Signature]

Name: Brian Benfer

[printed or typed]

Title: SVP, Sales

Date: 20 September 2023

By: DocuSigned by: Michael Knox A9B6E81FDE10455...

[Signature]

Name: Michael Knox

[printed or typed]

Title: VP of Sales

Date: 20 September 2023

Vineyard City

By: ______________________

[Signature]

Name: ______________________

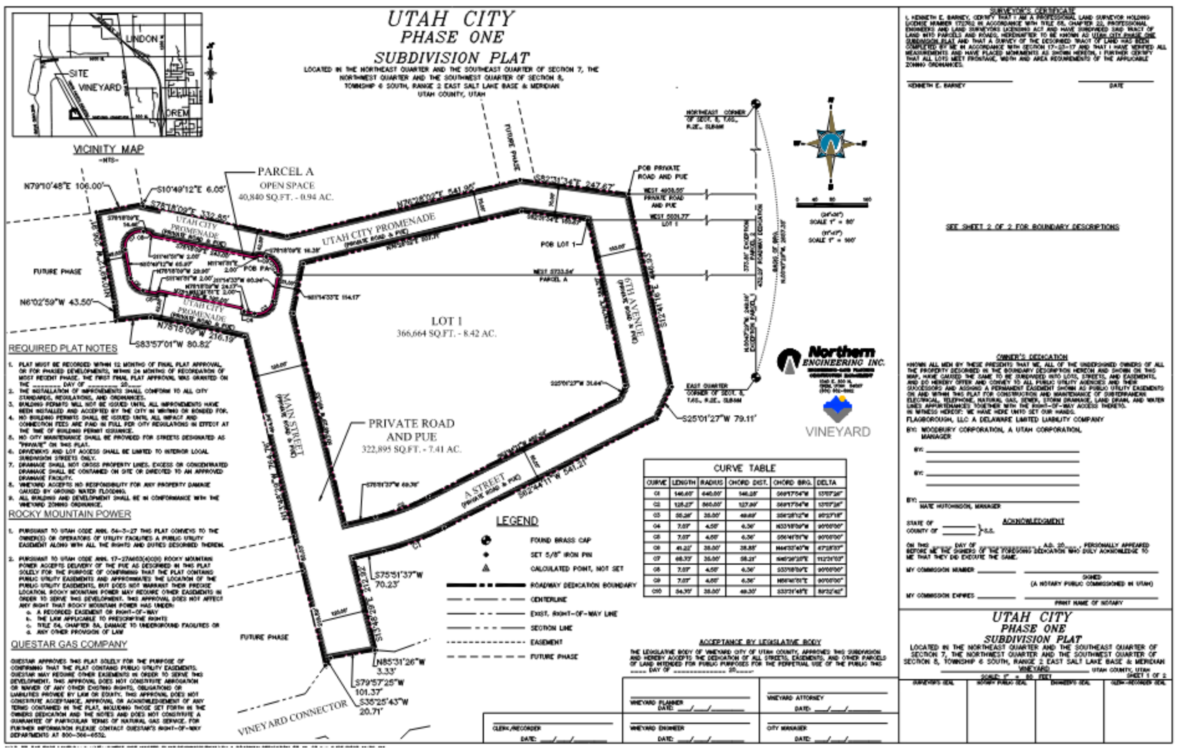
[printed or typed]

Title: ______________________

Date: ______________________

VINEYARD CITY COUNCIL STAFF REPORT

Date: September 27, 2023
From: Community Development Department
To: City Council
Item: 6.4 Utah City Phase One Subdivision Plat (Final Plat Application)
Owner: Flagborough, LLC



INTRODUCTION:

The applicant is requesting a final plat approval. The subject properties are within the Downtown Station (DTS) zoning district and contain approximately 15.5 acres of land. The subject property would be composed of two (2) unique lots being services by Main Street, A Street, 6th Avenue, and Utah City Promenade. Lot 1 is 8.42 acres and planned for future development. Parcel A is 0.94 acres and consists of open space for the "square-a-bout" along the promenade.

Staff has reviewed this plat and provided comments back to the applicant. It meets the requirements set forth in the Subdivision Code. Prior to recording the plat, the applicant will need to meet all city and county plat requirements. A condition has been added to ensure compliance below.

RECOMMENDATION:
Staff is recommending approval for the Utah City Phase One Subdivision Final Plat Application with the following conditions:

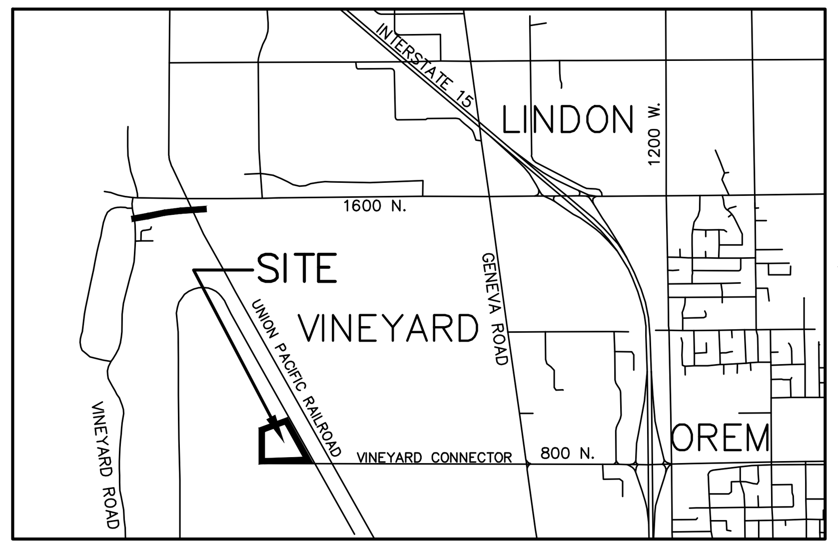
1. The applicant pays any outstanding fees.
2. The applicant makes any redline corrections prior to the recordation of the plat.
3. All city and county requirements will need to be met prior to recordation of the plat.

PROPOSED CITY COUNCIL MOTION:
"I move to approve the Utah City Phase One Subdivision Final Plat Application with the conditions as proposed."

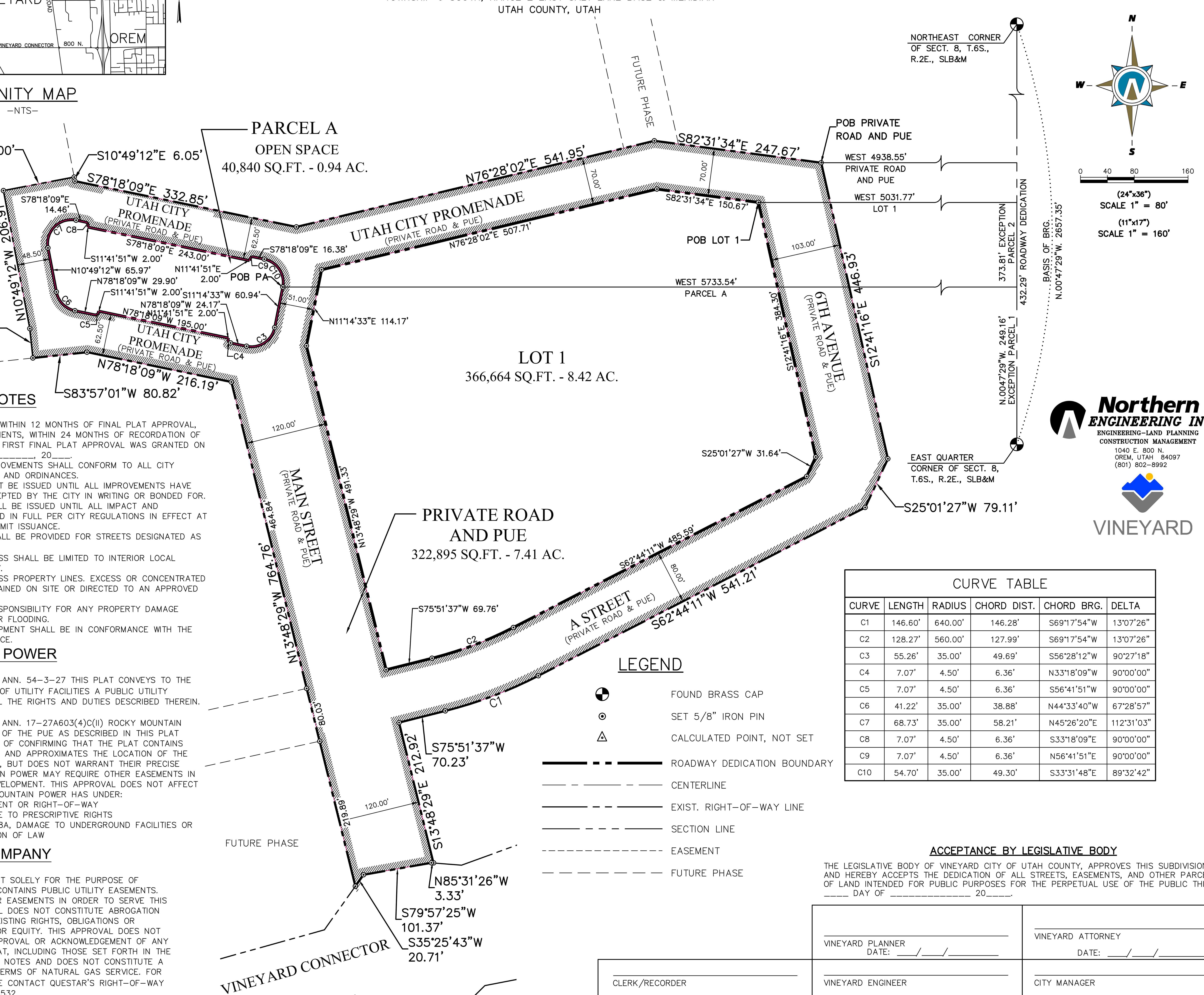
ATTACHMENTS:
Utah City Phase One Subdivision Final Plat

UTAH CITY
PHASE ONE
SUBDIVISION PLAT

LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE & MERIDIAN UTAH COUNTY, UTAH



VICINITY MAP
–NTS–



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	146.60'	640.00'	146.28'	S69°17'54"W	13°07'26"
C2	128.27'	560.00'	127.99'	S69°17'54"W	13°07'26"
C3	55.26'	35.00'	49.69'	S56°28'12"W	90°27'18"
C4	7.07'	4.50'	6.36'	N33°18'09"W	90°00'00"
C5	7.07'	4.50'	6.36'	S56°41'51"W	90°00'00"
C6	41.22'	35.00'	38.88'	N44°33'40"W	67°28'57"
C7	68.73'	35.00'	58.21'	N45°26'20"E	112°31'03"
C8	7.07'	4.50'	6.36'	S33°18'09"E	90°00'00"
C9	7.07'	4.50'	6.36'	N56°41'51"E	90°00'00"
C10	54.70'	35.00'	49.30'	S33°31'48"E	89°32'42"

REQUIRED PLAT NOTES

1. PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE ________ DAY OF ________, 20___.
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, REGULATIONS, AND ORDINANCES.
3. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
4. NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
5. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS "PRIVATE" ON THIS PLAT.
6. DRIVEWAYS AND LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
7. DRAINAGE SHALL NOT CROSS PROPERTY LINES. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
8. VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
9. ALL BUILDING AND DEVELOPMENT SHALL BE IN CONFORMANCE WITH THE VINEYARD ZONING ORDINANCE.

ROCKY MOUNTAIN POWER

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

QUESTAR GAS COMPANY

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDE BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT–OF–WAY DEPARTMENTS AT 800–366–6532.

Northern ENGINEERING INC.
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802–8992

VINEYARD

ACCEPTANCE BY LEGISLATIVE BODY

THE LEGISLATIVE BODY OF VINEYARD CITY OF UTAH COUNTY, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS ____ DAY OF _____________ 20____.

VINEYARD PLANNER DATE: ___/___/_________

VINEYARD ATTORNEY DATE: ___/___/_________

CLERK/RECORDER DATE: ___/___/_________

VINEYARD ENGINEER DATE: ___/___/_________

CITY MANAGER DATE: ___/___/_________

SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 172762 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO PARCELS AND ROADS, HEREINAFTER TO BE KNOWN AS UTAH CITY PHASE ONE SUBDIVISION PLAT AND THAT A SURVEY OF THE DESCRIBED TRACT OF LAND HAS BEEN COMPLETED BY ME IN ACCORDANCE WITH SECTION 17–23–17 AND THAT I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS SHOWN HEREON, I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE, WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

KENNETH E. BARNEY ____________ DATE ____________

SEE SHEET 2 OF 2 FOR BOUNDARY DESCRIPTIONS

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE BOUNDARY DESCRIPTION HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS, AND DO HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT SHOWN AS PUBLIC UTILITY EASEMENTS ON AND WITHIN THIS PLAT FOR CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, STORM DRAINAGE, LAND DRAIN, AND WATER LINES APPURTENANCES TOGETHER WITH THE RIGHT–OF–WAY ACCESS THERETO.
IN WITNESS HEREOF: WE HAVE HERE UNTO SET OUR HANDS.

FLAGBOROUGH, LLC A DELAWARE LIMITED LIABILITY COMPANY

BY: WOODBURY CORPORATION, A UTAH CORPORATION, MANAGER

BY: ______________________________

BY: ______________________________

BY: ______________________________
NATE HUTCHINSON, MANAGER

ACKNOWLEDGMENT

STATE OF __________ }
COUNTY OF __________ } S.S.

ON THIS ______ DAY OF ________________ , A.D. 20___ , PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION NUMBER ____________ ______________________________
SIGNED
(A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES ____________ ______________________________
PRINT NAME OF NOTARY

UTAH CITY
PHASE ONE
SUBDIVISION PLAT

LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE & MERIDIAN
VINEYARD UTAH COUNTY, UTAH

SCALE: 1" = 80 FEET

SHEET 1 OF 2

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	ENGINEER'S SEAL	CLERK–RECORDER SEAL

UTAH CITY
PHASE ONE
SUBDIVISION PLAT

LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE & MERIDIAN
UTAH COUNTY, UTAH

BOUNDARY DESCRIPTIONS

EXTERIOR BOUNDARY

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD CITY, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE N.00°47'29"W. A DISTANCE OF 432.29 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 4938.55 FEET TO THE REAL POINT OF BEGINNING.

THENCE S.12°41'16"E. A DISTANCE OF 446.93 FEET; THENCE S.25°01'27"W. A DISTANCE OF 79.11 FEET; THENCE S.62°44'11"W. A DISTANCE OF 541.21 FEET TO A POINT OF CURVATURE OF A 640.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 146.60 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°07'26" AND A CHORD THAT BEARS S.69°17'54"W. A DISTANCE OF 146.28 FEET; THENCE S.75°51'37"W. A DISTANCE OF 70.37 FEET; THENCE S.13°48'29"E. A DISTANCE OF 212.92 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD; THENCE N. 85°31'26"W. A DISTANCE OF 3.33 FEET ALONG SAID RIGHT OF WAY; THENCE S.79°57'25"W. A DISTANCE OF 101.37 FEET ALONG SAID RIGHT OF WAY; THENCE S.35°25'43"W. A DISTANCE OF 20.71 FEET ALONG SAID RIGHT OF WAY; THENCE N.13°48'29"W. A DISTANCE OF 764.76 FEET; THENCE N.78°18'09"W. A DISTANCE OF 216.19 FEET; THENCE S.83°57'01"W. A DISTANCE OF 80.82 FEET; THENCE N.06°02'59"W. A DISTANCE OF 43.50 FEET; THENCE N.10°49'12"W. A DISTANCE OF 206.91 FEET; THENCE N.79°10'48"E. A DISTANCE OF 106.00 FEET; THENCE S.10°49'12"E. A DISTANCE OF 6.05 FEET; THENCE S.78°18'09"E. A DISTANCE OF 332.85 FEET; THENCE N.76°28'02"E. A DISTANCE OF 541.95 FEET; THENCE S.82°31'34"E. A DISTANCE OF 247.67 FEET TO THE POINT OF BEGINNING. CONTAINING 718,300 SQ.FT. OR 16.49 ACRES.

PARCEL A, OPEN SPACE

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD CITY, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD CITY, UTAH, THENCE N.00°47'29"W. A DISTANCE OF 249.16 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 5733.54 FEET TO THE REAL POINT OF BEGINNING.

THENCE S.11°14'33"W. A DISTANCE OF 68.94 FEET TO A POINT OF CURVATURE OF A 11.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.37 FEET, SAID CURVE HAVING A CENTRAL ANGEL OF 90°27'18" AND A CHORD THAT BEARS S.56°28'12"W. A DISTANCE OF 15.62 FEET; THENCE N.78°18'09"W. A DISTANCE OF 281.43 FEET TO A POINT OF CURVATURE OF A 11.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 12.96 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 67°28'57" AND A CHORD THAT BEARS N.44°33'40"W. A DISTANCE OF 12.22 FEET; THENCE N.10°49'12"W. A DISTANCE OF 74.63 FEET TO A POINT OF CURVATURE OF A 11.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.60 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 112°31'03" AND A CHORD THAT BEARS N.45°26'20"E. A DISTANCE OF 18.29 FEET; THENCE S.78°18'09"E. A DISTANCE OF 309.47 FEET TO A POINT OF CURVATURE OF A 11.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.19 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 89°32'42" AND A CHORD THAT BEARS S.33°31'48"E. A DISTANCE OF 15.49 FEET TO THE POINT OF BEGINNING CONTAINING 40,840 SQ.FT. OR 094 ACRES.

LOT 1

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD CITY, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD CITY, UTAH, THENCE N.00°47'29"W. A DISTANCE OF 373.81 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 5031.77 FEET TO THE REAL POINT OF BEGINNING.

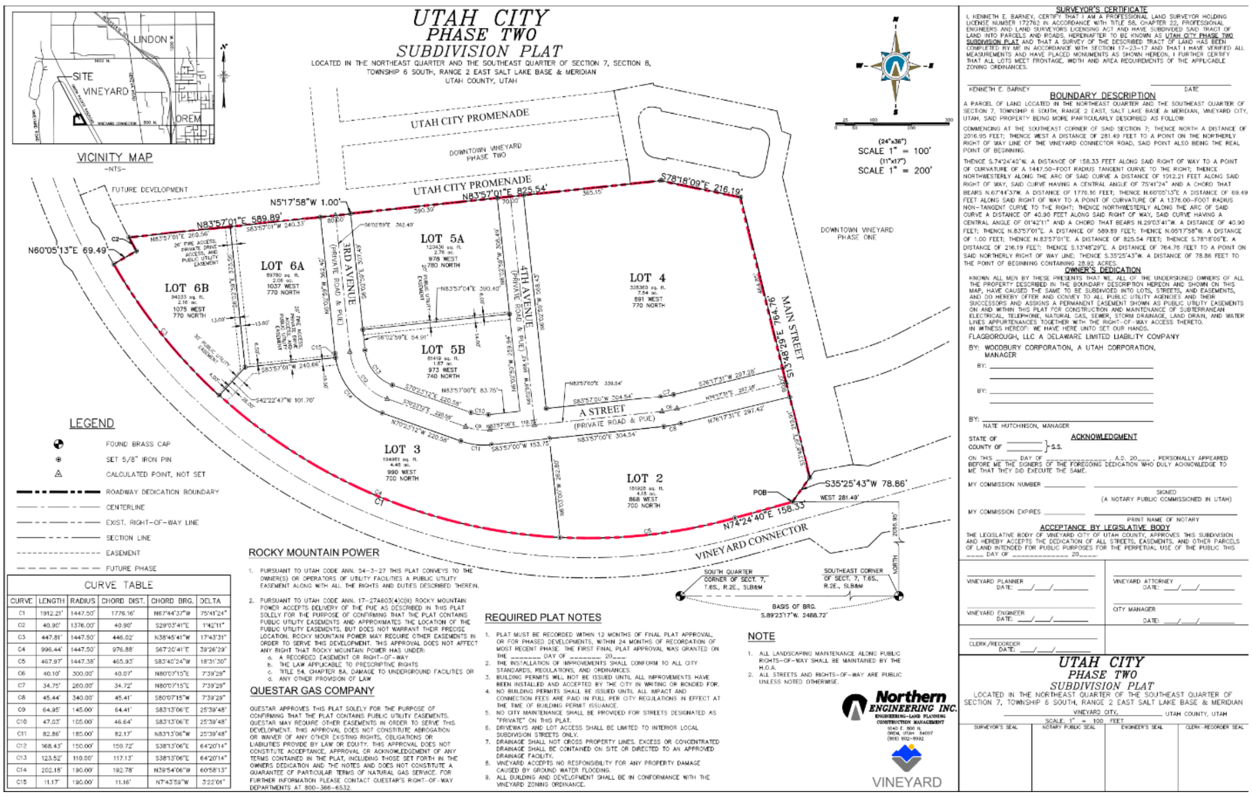
THENCE S.12°41'16"E. A DISTANCE OF 384.30 FEET; THENCE S.25°01'27"W. A DISTANCE OF 31.64 FEET; THENCE S.62°44'11"W. A DISTANCE OF 485.59 FEET TO A POINT OF CURVATURE OF A 560.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 128.27 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°07'26" AND A CHORD THAT BEARS S.69°17'54"W. A DISTANCE OF 127.99 FEET; THENCE S.75°51'37"W. A DISTANCE OF 69.76 FEET; THENCE N.13°48'28"W. A DISTANCE OF 491.33 FEET; THENCE N.11°14'33"E. A DISTANCE OF 114.17 FEET; THENCE N.76°28'02"E. A DISTANCE OF 507.71 FEET; THENCE S.82°31'34"E. A DISTANCE OF 150.67 FEET TO THE POINT OF BEGINNING CONTAINING 366,664 SQ.FT. OR 8.42 ACRES.

UTAH CITY
PHASE ONE
ROADWAY DEDICATION PLAT
LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE & MERIDIAN
VINEYARD UTAH COUNTY, UTAH

VINEYARD
COMMUNITY DEVELOPMENT

VINEYARD CITY COUNCIL STAFF REPORT

Date: September 27, 2023
From: Community Development Department
To: City Council
Item: 6.5 Utah City Phase Two Subdivision Plat (Final Plat Application)
Owner: Flagborough, LLC



INTRODUCTION:

The applicant is requesting a final plat approval. The subject properties are within the Downtown Mixed Use (DTMU) zoning district and contain approximately 39 acres of land. The subject property would be composed of seven (7) unique lots with three interior private streets servicing the lots, A Street, 3rd Avenue, and 4th Avenue. The road on the northern terminus of the plat will be named "Utah City Promenade" as it is the street that runs along the perimeter of the promenade.

Staff has reviewed this plat and provided comments back to the applicant. It meets the requirements set forth in the Subdivision Code. Prior to recording the plat, the applicant will need to meet all city and county plat requirements. A condition has been added to ensure compliance below.

RECOMMENDATION:
Staff is recommending approval of the Utah City Phase Two Subdivision Final Plat Application with the following conditions:

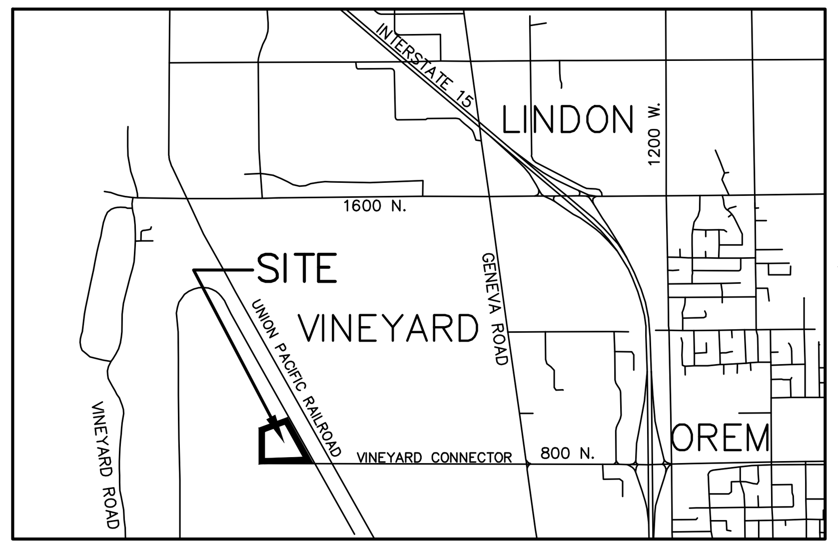
1. The applicant pays any outstanding fees.
2. The applicant makes any redline corrections prior to the recordation of the plat.
3. All city and county requirements will need to be met prior to recordation of the plat.

PROPOSED CITY COUNCIL MOTION:
"I move to approve the Utah City Phase Two final plat with the conditions as proposed."

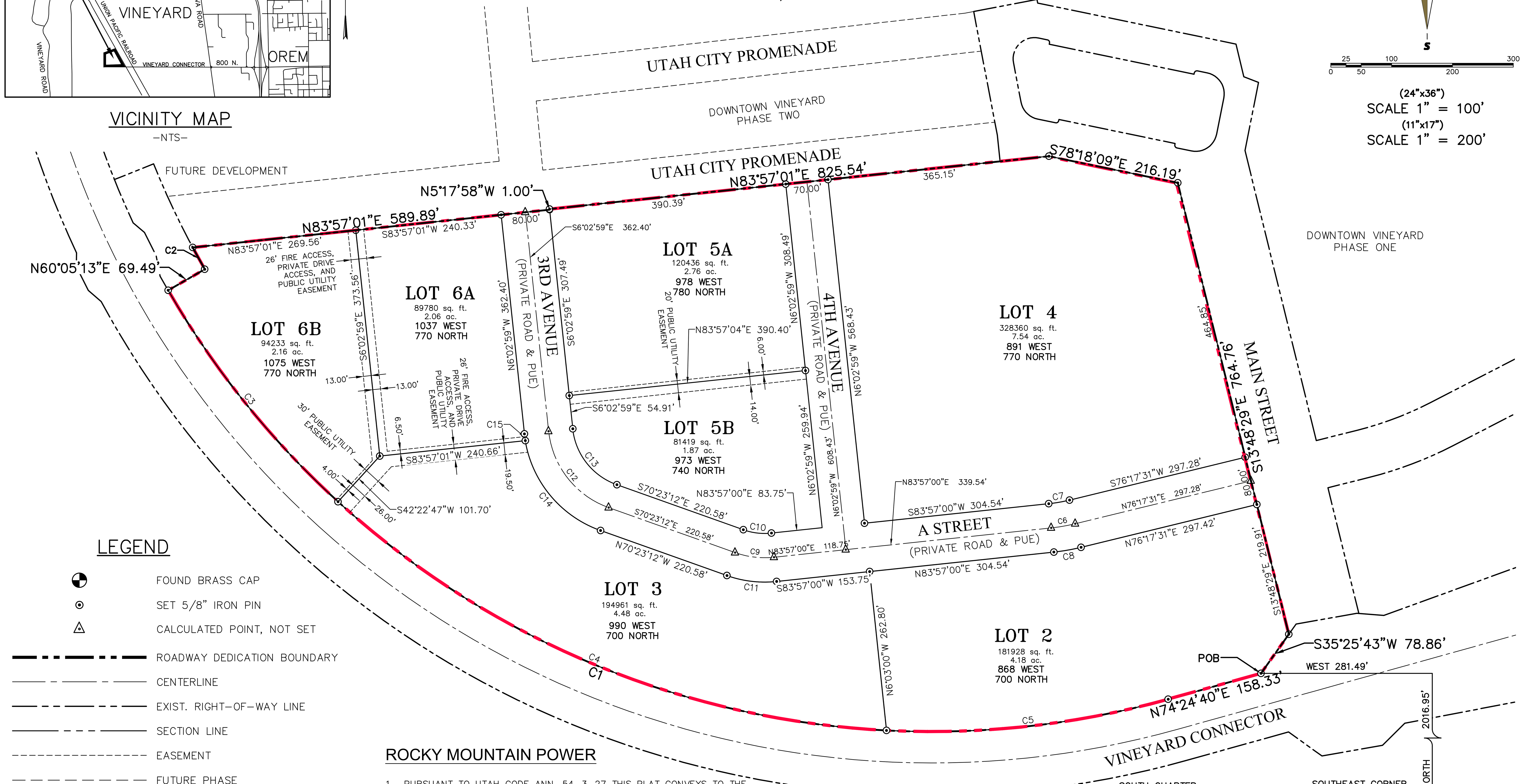
ATTACHMENTS:
Utah City Phase Two Final Subdivision Plat

UTAH CITY
PHASE TWO
SUBDIVISION PLAT

LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE & MERIDIAN
UTAH COUNTY, UTAH



VICINITY MAP
–NTS–



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	1912.21'	1447.50'	1776.16'	N67°44'37"W	75°41'24"
C2	40.90'	1376.00'	40.90'	S29°03'41"E	1°42'11"
C3	447.81'	1447.50'	446.02'	N38°45'41"W	17°43'31"
C4	996.44'	1447.50'	976.88'	S67°20'41"E	39°26'29"
C5	467.97'	1447.38'	465.93'	S83°40'24"W	18°31'30"
C6	40.10'	300.00'	40.07'	N80°07'15"E	7°39'29"
C7	34.75'	260.00'	34.72'	N80°07'15"E	7°39'29"
C8	45.44'	340.00'	45.41'	S80°07'15"W	7°39'29"
C9	64.95'	145.00'	64.41'	S83°13'06"E	25°39'48"
C10	47.03'	105.00'	46.64'	S83°13'06"E	25°39'48"
C11	82.86'	185.00'	82.17'	N83°13'06"W	25°39'48"
C12	168.43'	150.00'	159.72'	S38°13'06"E	64°20'14"
C13	123.52'	110.00'	117.13'	S38°13'06"E	64°20'14"
C14	202.18'	190.00'	192.78'	N39°54'06"W	60°58'13"
C15	11.17'	190.00'	11.16'	N7°43'59"W	3°22'01"

ROCKY MOUNTAIN POWER

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

QUESTAR GAS COMPANY

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDE BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT–OF–WAY DEPARTMENTS AT 800–366–6532.

REQUIRED PLAT NOTES

1. PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL PLAT APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE ________ DAY OF ________, 20___.
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, REGULATIONS, AND ORDINANCES.
3. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
4. NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
5. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS "PRIVATE" ON THIS PLAT.
6. DRIVEWAYS AND LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
7. DRAINAGE SHALL NOT CROSS PROPERTY LINES. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
8. VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
9. ALL BUILDING AND DEVELOPMENT SHALL BE IN CONFORMANCE WITH THE VINEYARD ZONING ORDINANCE.

NOTE

1. ALL LANDSCAPING MAINTENANCE ALONG PUBLIC RIGHTS–OF–WAY SHALL BE MAINTAINED BY THE H.O.A.
2. ALL STREETS AND RIGHTS–OF–WAY ARE PUBLIC UNLESS NOTED OTHERWISE.

Northern ENGINEERING INC.
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802–8992

VINEYARD

SURVEYOR'S CERTIFICATE

I, KENNETH E. BARNEY, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 172762 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO PARCELS AND ROADS, HEREINAFTER TO BE KNOWN AS UTAH CITY PHASE TWO SUBDIVISION PLAT AND THAT A SURVEY OF THE DESCRIBED TRACT OF LAND HAS BEEN COMPLETED BY ME IN ACCORDANCE WITH SECTION 17–23–17 AND THAT I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS SHOWN HEREON, I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE, WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

KENNETH E. BARNEY ________ DATE ________

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD CITY, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE NORTH A DISTANCE OF 2016.95 FEET; THENCE WEST A DISTANCE OF 281.49 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING.

THENCE S.74°24'40"W. A DISTANCE OF 158.33 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 1447.50–FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1912.21 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 75°41'24" AND A CHORD THAT BEARS N.67°44'37W. A DISTANCE OF 1776.16 FEET; THENCE N.60°05'13"E A DISTANCE OF 69.49 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 1376.00–FOOT RADIUS NON–TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.90 FEET ALONG SAID RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 01°42'11" AND A CHORD THAT BEARS N.29°03'41"W. A DISTANCE OF 40.90 FEET; THENCE N.83°57'01"E. A DISTANCE OF 589.89 FEET; THENCE N.05°17'58"W. A DISTANCE OF 1.00 FEET; THENCE N.83°57'01"E. A DISTANCE OF 825.54 FEET; THENCE S.78°18'09"E. A DISTANCE OF 216.19 FEET; THENCE S.13°48'29"E. A DISTANCE OF 764.76 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE S.35°25'43"W. A DISTANCE OF 78.86 FEET TO THE POINT OF BEGINNING CONTAINING 28.92 ACRES.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE BOUNDARY DESCRIPTION HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS, AND DO HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT SHOWN AS PUBLIC UTILITY EASEMENTS ON AND WITHIN THIS PLAT FOR CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, STORM DRAINAGE, LAND DRAIN, AND WATER LINES APPURTENANCES TOGETHER WITH THE RIGHT–OF–WAY ACCESS THERETO.
IN WITNESS HEREOF: WE HAVE HERE UNTO SET OUR HANDS.

FLAGBOROUGH, LLC A DELAWARE LIMITED LIABILITY COMPANY

BY: WOODBURY CORPORATION, A UTAH CORPORATION, MANAGER

BY: ________________________________

BY: ________________________________

BY: ________________________________
NATE HUTCHINSON, MANAGER

ACKNOWLEDGMENT

STATE OF ________
COUNTY OF ________ } S.S.

ON THIS ______ DAY OF ________________ , A.D. 20___ , PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION NUMBER ____________ ________________________
SIGNED
(A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES ____________ ________________________
PRINT NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE LEGISLATIVE BODY OF VINEYARD CITY OF UTAH COUNTY, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS ____ DAY OF ______________ 20____.

VINEYARD PLANNER
DATE: ____/____/__________

VINEYARD ATTORNEY
DATE: ____/____/__________

VINEYARD ENGINEER
DATE: ____/____/__________

CITY MANAGER
DATE: ____/____/__________

CLERK/RECORDER
DATE: ____/____/__________

UTAH CITY
PHASE TWO
SUBDIVISION PLAT

LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST SALT LAKE BASE & MERIDIAN
VINEYARD CITY, ________ UTAH COUNTY, UTAH
SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	ENGINEER'S SEAL	CLERK–RECORDER SEAL

VINEYARD
STAY CONNECTED

PROCLAMATION 2023-07
SOURCE WATER PROTECTION WEEK

WHEREAS, the health, prosperity, and quality of life of Vineyard City, Utah's citizens and communities depend on a reliable supply of safe, high-quality drinking water, sourced from the aquifers within Vineyard City, snowpacks of Wasatch and the high Unitas Mountain Range;

WHEREAS, protecting our drinking water is essential to preserve our own health and economy and that of future generations;

WHEREAS, we strive to build opportunities and work together to ensure clean, safe source water for all;

WHEREAS, Vineyard City's residents are encouraged to recognize this precious resource and help conserve the watersheds that are the lifeblood of Utah Lake and our water supply, protect our shared water resources from pollution, practice water conservation, become involved in local water issues, and plan to protect water for future community health and economic vitality;

WHEREAS, Vineyard City is immensely grateful for the unwavering dedication and tireless efforts of the Vineyard City Public Works Utilities staff, who work around the clock, 24 hours a day, 7 days a week, to ensure the delivery of clean water to Vineyard City's residents;

NOW, THEREFORE, as the Mayor of Vineyard City, Utah, I do hereby proclaim the dates from September 24 to 30, 2023, as **SOURCE WATER PROTECTION WEEK** in Vineyard City, Utah, emphasizing our interconnectedness with Utah Lake, recognizing the invaluable support of the Utah Department of Water Quality and the Central Utah Water Conservancy District, and expressing our profound gratitude to the Vineyard City Public Works Utilities staff, whose dedication ensures the continuous provision of clean water to Vineyard City's residents. I earnestly urge all Vineyard residents to join in supporting this observance.

Dated this 27th day of September 2023.

____
Mayor Julie Fullmer

Attest:

____
City Recorder Pamela Spencer