



**NOTICE OF A REGULAR
CITY COUNCIL MEETING
October 13, 2026, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Tuesday, October 13, 2026, at 6:00 PM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. This meeting can also be viewed on our [live stream page](#).

AGENDA

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE (BY INVITATION)**
- 3. PUBLIC COMMENTS (3 MINUTES PER PERSON)**
“Public Comments” is defined as time set aside for citizens to express their views. *Public comments can be submitted ahead of time to robinr@vineyardutah.gov.*
- 4. WORK SESSION**
 - 4.1 Discuss Short-Term Rentals (Ed Kennedy – 10 Minutes)**
- 5. CONSENT ITEMS**
 - 5.1. Approval of the September 15, 2026, City Council Meeting Minutes**
- 6. APPOINTMENTS AND REMOVALS**
 - 6.1. Appoint ARCH Commission Member (Brian Vawdreoy - 5 Minutes)**
- 7. BUSINESS ITEMS**
 - 7.1. Approve RES 2026-40 - Awarding the Parking Enforcement Bid to EZ Park (5 Minutes)**
 - 7.2. Approve RES 2026-41 Establishing the Vineyard Economic Development Partnership (VEDP) (5 Minutes)**
 - 7.3. Approve ORD 2026-12 Renaming the Active Transportation Commission (ATC) as the Pedestrian Safety Commission (PSC) (5 Minutes)**
 - 7.4. Membership in the North Utah County Aquifer Council (NUCAC) (5 Minutes)**
Consideration and approval of a resolution authorizing Vineyard City's membership in the North Utah County Aquifer Council (NUCAC), at an initial cost of \$12,000 and approximately \$6,000 annually thereafter.

7.5. Accept Resolution 2026-36: Opposing The Geneva Retention Pond Exchange And Requesting A Public Management Plan (5 Minutes)

8. ADJOURNMENT

The next regularly scheduled meeting is on October 27, 2026.

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

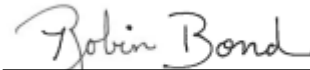
The public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (385) 338-5183.

I, the duly appointed City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda was posted at Vineyard City Hall, on the Vineyard City and Utah Public Notice websites, and delivered electronically to staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON:

October 9, 2026

CERTIFIED (NOTICED) BY:



ROBIN BOND, CITY RECORDER



**NOTICE OF A SPECIAL
CITY COUNCIL MEETING
September 15, 2026, at 6:00 PM**

Present:

Mayor Zack Stratton
Council Member Jacob Holdaway
Council Member David Lauret
Council Member Parker McCumber
Council Member Ezra Nair
Council Member Jacob Wood

Staff Present: Chief Deputy Holden Rockwell with the Utah County Sheriff's Office, City Attorney Jesse Riddle City Manager Brian Voeks, City Recorder Robin Bond, Community Enrichment Director Brian Vawdrey, Deputy City Recorder Tony Lara, Deputy Mayor David Herring, Finance Director Evan Smith, Media Specialist Brailee Tyler, and Public Works Director/City Engineer Naseem Ghandour.

Also Present: Chief Marc Sanderson Orem Fire Department, Daria Evans Villas, John Pettingill Holdaway Fields, Darlene Price Waters Edge, Jesse Sandstrom Orchards, Abigail Sandstrom Orchards, Karen Cornelius Villas, Kim Cornelius Villas, Chip Price Providence, Barbara Porter Hampton, Claudia Lauret Holdaway Road, David Pearce resident, and others who did not sign in or whose handwriting was illegible.

AGENDA

1. CALL TO ORDER

Mayor Stratton called the meeting to order at 6:02 pm. He roll-called the City Council and all members were present.

2. INVOCATION AND PLEDGE OF ALLEGIANCE (BY INVITATION)

Resident Barbara Porter gave the prayer and led the Pledge of Allegiance.

3. PUBLIC COMMENTS (3 MINUTES)

"Public Comments" is defined as time set aside for citizens to express their views. *Public comments can be submitted ahead of time to robinr@vineyardutah.gov.*

Daria Evans, Villas' resident, expressed appreciation for Officer Kennedy and thanked City staff and the City Council for programs benefiting residents, including community events and suicide prevention efforts.

John Pettingill, Holdaway Fields resident, inquired about proposed amendments to the Holdaway Fields development agreement. He noted residents received notice regarding proposed changes

in February but had not received subsequent notifications despite the item being discussed over several months. He requested clarification regarding the public notification process.

Public comment was closed.

At the request of Council Member Nair, Fire Chief Marc Sanderson provided an update regarding emergency vehicle siren usage and concerns received from residents living near the new fire station.

Chief Sanderson explained that Utah law currently requires emergency vehicles to utilize audible sirens and emergency lights when responding under emergency driving privileges. The requirement is connected to governmental immunity protections and was recently highlighted through a Utah Court of Appeals decision involving emergency vehicle operations.

Chief Sanderson indicated local officials and municipalities may seek legislative changes during the upcoming legislative session to address what appears to be a statutory drafting issue. He further explained the Fire Department intends to work with City communications staff to educate residents regarding the legal requirements.

Council members expressed appreciation for the clarification and encouraged public outreach on the issue.

4. WORK SESSION

4.1 Interview Candidates for City Council Vacancy

Mayor Stratton reviewed the process for filling the vacancy created by the resignation of Councilmember Ezra Nair. Each candidate was invited to provide remarks and answer questions from the Council.

David Pierce highlighted:

- His service on the Planning Commission and Vineyard Cares Coalition.
- Military and federal government leadership experience.
- His commitment to communication, transparency, fiscal responsibility, planning, and service delivery.

Council questions and discussion focused on working relationships with fellow council members, resident engagement and communication, revenue generation and economic development, and problem-solving and constituent concerns.

Chip Price highlighted:

- Professional experience in information technology.
- His belief in representative government, truth-seeking, fiscal conservatism, and community service.
- His desire to improve economic development opportunities within Vineyard.

Council questions and discussion focused on budgeting and taxation, economic development and business attraction, relocation of the railroad spur, and collaboration and decision-making.

Jesse Sandstrom highlighted:

- His extensive experience in public policy, civic engagement, and political technology.
- Family history of public service.
- Business leadership experience.
- His commitment to listening, collaboration, and long-term fiscal sustainability.

Council discussion focused on economic development opportunities, fiscal sustainability, building a stronger tax base, and objective decision-making and representative government.

Councilmembers expressed appreciation to all applicants for their willingness to serve.

Candidate Laureana Lazarte was not present.

City Recorder, Robin Bond, explained the selection process for the new council member.

Council Member Nair asked the other Council Members to share any insights they had about the candidates. Council Member McCumber shared his insights on Mr. Pearce, Mr. Price, and Mr. Sandstrom.

5. PROCLAMATIONS

5.1. Charlie Kirk Day of Remembrance September 10, 2026

Mayor Stratton informed the Council that the Charlie Kirk Day of Remembrance Proclamation was issued on September 10, 2026. The Mayor emphasized the importance of free speech, peaceful civic engagement, respect for differing viewpoints, and rejecting political violence. The proclamation was entered into the record.

6. CONSENT ITEMS

6.1. Approval of the September 8, 2026, City Council Meeting Minutes

Motion: Council Member McCumber motioned to approve the minutes as presented. Council Member Lauret **seconded the motion. Yes:** Council Members Holdaway, Lauret, McCumber, Nair, and Wood. **No:** None. **Motion Passed 5-0.**

7. BUSINESS ITEMS

7.1. Approve the First Amendment to the Holdaway Fields Development Agreement with Cadence Homes and Goodboro Homes (Developers)

Councilmember Wood reviewed the proposed amendment and explained that it would provide approximately \$1.3 million in additional impact fee revenue to the City while requiring the developer to fund the demolition, grading, and cleanup of the East Park. He also noted that the agreement preserves several historic agricultural structures for future incorporation into a

heritage park, provides for the completion of roadway, trail, park, and infrastructure improvements, and allows the project to continue as a single-family residential development.

Staff then presented additional details regarding the proposed amendment, including updated impact fee provisions, modifications to the 400 South roadway design, adjustments to residential unit counts and development phasing, roadway connection requirements, and park improvements and land dedications associated with the project.

Council discussed the negotiations, developer cooperation, and the benefits to both the City and taxpayers.

A minor amendment was also presented clarifying that certain housing allocations would be "up to" 22 units rather than a mandatory 22 units.

Motion: Council Member Wood motioned to approve the First Amendment to the Holdaway agreement with the discussed changes. Council Member Lauret **seconded the motion. Yes:** Council Members Lauret, McCumber, Nair, and Wood. **No:** None. **Abstained:** Council Member Holdaway. **Motion Passed 4-0.**

7.2. Accept Quit Claim Deed for Holdaway Properties

Staff presented quit claim deeds associated with Holdaway property transfers. Council discussed future sidewalk and bicycle boulevard improvements along Holdaway Road.

Motion: Council Member McCumber motioned to direct the City to accept the quit claim deeds for the Holdaway properties. Council Member Wood **seconded the motion. Yes:** Council Members Lauret, McCumber, Nair, and Wood. **No:** None. **Abstained:** Council Member Holdaway. **Motion Passed 4-0.**

7.3. Appoint A City Treasurer

Finance Director, Evan Smith discussed the statutory requirement for appointing a City Treasurer separate from the Finance Director position and outlined the Treasurer's responsibilities, including oversight and custody of City financial assets and investment accounts.

Staff and Mayor Stratton recommended appointing Dave Sanderson as City Treasurer.

Motion: Council Member McCumber motioned to approve the Mayor's appointment of Dave Sanderson as the City Treasurer. Council Member Holdaway **seconded the motion. Yes:** Council Members Holdaway, Lauret, McCumber, Nair, and Wood. **No:** None. **Motion Passed 5-0.**

7.4. Select Candidate for City Council Vacancy

The City Recorder distributed paper ballots to Councilmembers. Following ballot tabulation conducted by City staff, a clear majority of three (3) votes was achieved. Mayor Statton

announced that Christopher "Chip" Price was selected to fill the vacant City Council seat for the remainder of the unexpired term. The Council congratulated Mr. Price. The oath of office was scheduled to occur following statutory notice requirements.

7.5. City Council Annual Meeting Schedule Amendment #3 (Resolution 2026-35)
Council reviewed Resolution 2026-35, which returns City Council meetings to a bi-weekly schedule beginning at 6:00 p.m. Council would meet the second and fourth Tuesdays of the month.

Motion: Council Member Lauret motioned to accept the amended annual meeting schedule. Council Member Wood **seconded the motion. Yes:** Council Members Holdaway, Lauret, McCumber, Nair, and Wood. **No:** None. **Motion Passed 5-0.**

Council Member Nair delivered farewell remarks following his resignation from the City Council. He thanked residents for their civic engagement. He expressed appreciation for fellow council members and staff and recognized the dedication and long hours contributed by City employees. He shared that he would continue serving in public service through his position with Provo City. He reaffirmed his love and support for Vineyard City and its future.

The Council and audience expressed appreciation for his service. The City Recorder noted a commemorative service gift would be presented once it arrived.

8. ADJOURNMENT

Mayor Stratton adjourned the meeting at 7:51 pm.

MINUTES PASSED ON :

CERTIFIED (NOTICED) BY:

ROBIN BOND, CITY RECORDER

SEAL

Name:	Vineyard Resident	For how long?	Why are you interested in serving on ARCH Commission?
Bryce Gandy	Yes	9 years	A couple of years ago I was asked to apply for the ARCH Commission and did, but was not selected at that time. I enjoy being involved in the community and love living here in Vineyard. I want to see our community continue to be a great place to be, with more opportunities for everyone to enjoy the arts, recreation, culture and heritage.
Alexander Teemsma	Yes	5 years	I am a stay-at-home father with two children who regularly use the public parks in and around Vineyard. My children also participate in sports leagues organized by Vineyard Parks and Recreation; I have coached and volunteered as an assistant coach for many of my son's teams. I am compelled to help make the programs offered by Vineyard City more efficient and more robust for both children and adults. When Vineyard City is ready to offer more programming and pursue new endeavors exemplifying the mission of the ARCH Commission, I want to influence those efforts for good. Until there are sufficient resources, I am happy to help with events, review ARCH grant applications, and proactively seek opportunities to grow the arts, bolster recreation, highlight culture, and celebrate the heritage of Vineyard City in a way that is fiscally responsible. As an aside, I also support the City Council appointing a member of the City Council to sit on the ARCH Commission.

Please describe any experience, background, or community involvement you have related to Arts, Recreation and Parks, Culture, and Heritage.	ARCH Commission meeting	Do you currently
I've helped coach my children's soccer teams on occasion, regularly attend community events, and submit feedback when community responses are asked for by the city. My professional background is in the arts in filmmaking and advertising.	Yes	No
My interests are not limited to sports. I also have a passion for the arts, culture, and the heritage of Vineyard City and the state of Utah. I take my children to the BYU Museum of Art on a monthly basis for their Van Gogh to Playdough clinics. My daughter is enrolled at classes at the Orem Recreation Center. We patronize libraries, museums, and parks all across the county on a regular basis. I have experience organizing with the Downtown Provo Art Stroll and Mural Program, representing businesses and non-profits. My wife, Jenny, is a Vice President at Miller Sports + Entertainment, which owns Real Salt Lake, Utah Royals FC, the Salt Lake Bees, and Megaplex. She does not have the time to serve on the commission but her network could be valuable to the ARCH Commission, depending on the context.	Yes	No



CITY OF VINEYARD, UTAH

RESOLUTION NO. 2026-40

A RESOLUTION AWARDED PARKING ENFORCEMENT SERVICES FOR THE PROVIDENCE AND SPRINGS NEIGHBORHOODS TO EZ PARK AND AUTHORIZING FINAL CONTRACT NEGOTIATIONS AND EXECUTION

WHEREAS, Vineyard City provides for parking regulation and enforcement within certain residential areas of the City;

WHEREAS, the City desires to continue parking enforcement services within the Providence Neighborhood and the Springs Neighborhood;

WHEREAS, the City conducted a competitive procurement and proposal evaluation process for parking enforcement services;

WHEREAS, EZ Park received the highest overall score through the City's proposal evaluation process, and the selection of EZ Park as the preferred provider was unanimous;

WHEREAS, the Vineyard City Council finds that awarding the parking enforcement services bid to EZ Park is in the best interests of the City and the residents of the affected neighborhoods; and

WHEREAS, the City Council desires to authorize designated Council representatives, together with the City Attorney and appropriate City staff, to complete negotiations and finalize an agreement for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE VINEYARD CITY COUNCIL AS FOLLOWS:

SECTION 1. AWARD OF BID.

The Vineyard City Council hereby awards the parking enforcement services bid for the Providence Neighborhood and the Springs Neighborhood to EZ Park, which received the highest overall proposal evaluation score and was unanimously selected as the preferred provider, subject to the negotiation and execution of a final written agreement.

SECTION 2. AUTHORIZATION TO FINALIZE NEGOTIATIONS.

Councilmembers Wood and Price are hereby authorized to continue and finalize negotiations with EZ Park on behalf of the City Council, in coordination with the Vineyard City Attorney and appropriate City staff.

The City Attorney and appropriate City staff are authorized to assist in the preparation, review, and finalization of the agreement and any related documents necessary to implement the parking enforcement services.

SECTION 3. EXECUTION OF AGREEMENT.

Upon completion of negotiations and approval of the final agreement as to legal form by the City Attorney, the Mayor is authorized to execute the agreement on behalf of Vineyard City without further action of the City Council.

SECTION 4. ADMINISTRATIVE AUTHORITY.

City staff are authorized to take such administrative actions as may be reasonably necessary to implement the agreement and transition parking enforcement services to EZ Park.

SECTION 5. EFFECTIVE DATE.

This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED by the Vineyard City Council this __ day of _____, 2026.

	AYE	NAY	ABSENT	ABSTAIN
Jacob Holdaway	_____	_____	_____	_____
David Lauret	_____	_____	_____	_____
Parker McCumber	_____	_____	_____	_____
Chip Price	_____	_____	_____	_____
Jacob Wood	_____	_____	_____	_____

Presiding Officer

Attest

Mayor, Vineyard

City Recorder, Vineyard



EZ PARK LLC

Digital Parking Management & Enforcement

PROPOSAL FOR

Residential Parking Permit Management and Enforcement Services

City of Vineyard, Utah

Date Submitted: July 1, 2026 | **In Response to RFP Issued:** June 29, 2026

SUBMITTED BY

Cam Terry, CEO | EZ Park LLC

(435) 231-3794 | Ezonboarding@ezparkllc.com | www.ezparkllc.com

EXECUTIVE SUMMARY

EZ Park LLC is pleased to submit this proposal in response to the City of Vineyard's Request for Proposals for Residential Parking Permit Management and Enforcement Services. We are a technology-driven parking management company operating across Utah, Oregon, Washington, California, and Texas, and we currently serve residential communities within the City of Vineyard. That gives us direct, established knowledge of the community, its residents, and its parking dynamics.

EZ Park's service model was built specifically around the values the City has articulated in this RFP: resident-first enforcement, transparency, progressive consequences, and the elimination of predatory towing. Our license plate recognition (LPR) technology, fully digital permit platform, and proven progressive enforcement protocol align precisely with the City's objectives.

We are operationally ready to implement within 30 days of contract award. Our existing Vineyard presence means there is no learning curve on local roads, neighborhoods, or resident expectations. We look forward to the opportunity to serve the City of Vineyard formally.

1. COMPANY INFORMATION

Company Overview

EZ Park LLC is a digital parking management company founded to modernize residential and commercial parking through technology, fair enforcement, and a single point of accountability. We provide fully integrated parking solutions, from digital permit issuance to LPR-powered nightly patrol enforcement, under one vendor relationship. This eliminates the fragmented experience that comes with using separate permit software vendors and enforcement contractors.

Company Name	EZ Park LLC
Headquarters	Utah (serving UT, OR, WA, CA, TX)
Primary Contact	Cam Terry, CEO
Phone	(435) 231-3794
Email	Ezonboarding@ezparkllc.com
Website	www.ezparkllc.com
Core Services	Digital permit management, LPR patrol enforcement, booting, towing coordination, paid visitor parking

Organizational Structure and Key Personnel

EZ Park operates a lean, accountable structure with direct lines of responsibility from field operations to executive leadership. The City of Vineyard will have direct access to senior decision-makers rather than being routed through call centers or account managers removed from authority.

- Cam Terry, CEO: Oversees all client relationships and contract performance. Primary executive contact for the City.
- Dave Terry, President: Dave brings 25 years of direct experience in the parking and recovery industry to EZ Park. He founded and operated Statewide Recovery for 20 years, then owned and operated Zips Towing for an additional 5 years before selling both operations to focus full time on building EZ Park LLC. That depth of hands-on operational experience is the foundation for everything EZ Park does, from how we train our drivers to how we designed our progressive enforcement model. When EZ Park says it understands enforcement, it is because our leadership has lived it.
- Jaxton Reber, Chief Sales Officer: Jaxton brings extensive experience in sales and problem-solving developed across a career as both a sales representative and a business owner. He currently owns and operates a resort in St. George, Utah, where he manages complex day-to-day operations and is responsible for ensuring every aspect of the business runs smoothly. That combination of sales acuity and operational ownership gives Jaxton a practical understanding of what clients need and how to deliver it, skills he applies directly to building and maintaining EZ Park's client relationships.
- Keaton Littlefield, Onboarding Coordinator: Keaton has founded and operated multiple businesses and specializes in ensuring smooth transitions and making sure clients are fully taken care of at every stage. He is responsible for guiding new clients from contract signing through go-live, coordinating system setup, resident communications, and City staff training so that nothing falls through the cracks during implementation.

- Field Operations Team: Trained enforcement drivers operating LPR patrol vehicles on scheduled nightly routes. All personnel are thoroughly vetted and trained on EZ Park's progressive enforcement protocols.

Insurance and Licensing

EZ Park maintains the following insurance coverage and will provide current certificates of insurance to the City upon request:

- Commercial General Liability insurance at limits consistent with municipal contract requirements
- Commercial Auto Liability insurance covering all patrol vehicles used in enforcement operations
- Workers' Compensation insurance covering all EZ Park employees performing services under this contract

EZ Park operates in compliance with all applicable Utah licensing requirements for parking enforcement and vehicle immobilization services. Our towing partner operates under a valid Utah towing operator license. Documentation of licensing and insurance will be provided prior to contract execution.

2. RELEVANT EXPERIENCE AND REFERENCES

Municipal and Residential Parking Experience

EZ Park has extensive experience managing parking in residential communities across the Intermountain West and Pacific Northwest, including apartment communities, townhome developments, and HOA-governed neighborhoods. Those are the same use cases the City of Vineyard is seeking to serve.

Notably, EZ Park currently operates within the City of Vineyard, Utah, providing enforcement services to residential communities in the immediate area. Our team already understands the road network, resident culture, and operational environment unique to Vineyard.

Active Client References

The following clients have firsthand experience with EZ Park's digital permit platform and enforcement services. We encourage the City to contact them directly.

Property	Location	Services Provided	Contact
Red Rock at Sienna Hills	Washington, UT	Digital permits, LPR enforcement, booting	Esmi Garcia
La Vida at Sienna Hills	Washington, UT	Digital permits, LPR enforcement, booting	Harry Hanke
Dolan Plaza	Portland, OR	Digital permits, LPR enforcement, visitor parking	Jean Dolan

Full contact information for each reference is available upon request. EZ Park welcomes direct conversation between City staff and our current clients.

Properties Currently in Onboarding

In addition to our active client base, EZ Park has the following properties and municipal engagements currently in the onboarding or early implementation phase. This growth reflects both our operational capacity and the confidence clients are placing in our model.

Property / Entity	Location	Scope
Rexburg Municipality	Rexburg, ID	Municipal residential parking permit management and enforcement program
Lakefront at Vineyard	Vineyard, UT	Digital permit platform, LPR enforcement, booting
Parkway Lofts	Utah	Digital permits, LPR patrol enforcement

EZ Park acknowledges that our completed reference portfolio is primarily composed of private residential and commercial communities rather than municipal jurisdictions. Our commercial portfolio includes retail centers, business parks, and mixed-use properties where enforcement complexity is comparable to or greater than residential programs, with higher vehicle turnover, more stakeholders, and less tolerance for error. We want to be transparent about our municipal experience rather than obscure it. What we bring in place of a long list of municipal contracts is something we believe is more relevant to this specific program: we are already on the ground in Vineyard, we understand the community, and we are actively building a municipal track record with the Rexburg engagement that is structured identically to what the City of Vineyard is seeking. We are not learning how to serve a municipality. We are doing it now.

The Rexburg engagement is directly comparable to the City of Vineyard's program in scope, structure, and stakeholder expectations. EZ Park is available to connect City staff with Rexburg personnel to discuss the implementation experience and our performance to date.

3. TECHNICAL SOLUTION

A. Digital Permit Management Platform

EZ Park provides a fully digital, cloud-hosted parking permit management platform purpose-built for residential communities. The system requires no physical permits, hang tags, or stickers. Permits are tied entirely to license plate numbers and verified electronically during every patrol pass.

Platform Features

- Online resident portal, accessible from any device and fully mobile-optimized
- License plate-based permits with no physical pass required
- Real-time permit database, always current and accessible to enforcement personnel in the field
- Administrative dashboard: City personnel receive dedicated login access with full visibility into permit activity and enforcement records
- Secure cloud-based architecture with data encrypted in transit and at rest
- Complete audit trail covering every permit transaction, update, and enforcement action, all timestamped and logged

Resident Self-Service Capabilities

- Register and update vehicle information
- Manage up to three (3) permits per household, or as modified by City policy
- Request and issue guest and visitor permits
- Request temporary permits for service vehicles, moving trucks, or special circumstances
- Review full permit history and activity log
- Receive automated notifications regarding permit status, renewals, and enforcement activity

B. Permit Structure

All permit parameters are controlled by City administrators through the dashboard. No system redevelopment is required to adjust permit policies.

- Up to three (3) household permits per address, adjustable by City
- Guest, short-term visitor, and temporary permits, all time-limited and issued by resident or City staff
- Special-event parking permits, configurable for City-designated events
- Permit limits, durations, and categories all adjustable without vendor involvement

C. Reporting and Analytics

All reports are exportable in CSV, PDF, and Excel formats and available on demand or on a scheduled basis. The system covers every reporting requirement in the RFP:

- Active permits and permit utilization by zone or neighborhood
- Guest permit usage volume and frequency
- Citations, booting activity, and towing activity, all with full supporting documentation
- Enforcement trends, patrol response times, and coverage data
- Resident complaints received and resolved, along with appeal submissions and outcomes

Monthly summary reports are delivered automatically to City-designated contacts.

D. Paid Visitor Parking

In addition to permit management and enforcement, EZ Park offers a fully integrated paid visitor parking solution that can be deployed in designated neighborhood areas at the City's discretion. Rather than treating visitor parking as a compliance problem, this system turns it into a revenue stream for the City.

The paid parking system works through QR code signs posted at visitor parking areas. Visitors scan the code, enter their license plate, and pay for a time-limited parking session directly through the platform. No meters, no payment kiosks, and no additional hardware are required. EZ Park's LPR patrol vehicles verify paid sessions automatically on every pass, the same way they verify resident permits.

Revenue generated from paid visitor parking is remitted back to the City on a monthly basis. Based on EZ Park's experience across comparable residential programs, paid visitor parking typically generates \$10,000 or more per year at active properties, which offsets a significant portion of or the entire monthly service fee. In that scenario, the parking program effectively pays for itself.

The City has full control over which zones are designated for paid parking, pricing per session, and time limits. EZ Park handles all payment processing, reporting, and enforcement. Paid parking can be enabled, adjusted, or disabled at any time through the administrative dashboard without system changes.

4. ENFORCEMENT PLAN

Enforcement Philosophy

EZ Park's enforcement model is built on a simple belief: the goal of parking enforcement is compliance, not revenue. Every element of our progressive protocol gives residents the opportunity to come into compliance before escalating consequences are applied.

A resident-first approach that prioritizes education, communication, and proportionate response reduces complaints, improves community relationships, and produces better long-term compliance than

aggressive tow-first models. Property managers who have used tow-first vendors before switching to EZ Park routinely tell us they forgot parking was even an issue within 90 days of making the change.

To offer a concrete example of how this works in practice: across our active Utah residential portfolio, the large majority of vehicles flagged during patrol resolve their violation at the citation stage. Residents register their vehicle, obtain a permit, or correct the issue before a second patrol runs. Boots are applied only when a prior citation is documented in the system, and tows account for a small fraction of total enforcement actions, typically limited to vehicles with a pattern of documented non-compliance. Our expectation on any new program is that towing volume approaches near-zero within the first 60 to 90 days as residents become familiar with the system. We view a high tow count as a sign that communication has failed, not that enforcement is succeeding.

Progressive Enforcement Protocol

Step 1: Citation (First Violation)

Every first-time violating vehicle receives a citation. No boot, no tow. Citations are vendor-issued and clearly marked as such. They are not represented as criminal notices, civil penalties, or municipal violations of any kind.

Each citation includes the specific parking violation, applicable restrictions for the area, instructions for registering a vehicle or obtaining a permit, EZ Park contact information, and the notice date, time, vehicle description, and license plate.

Citations are printed on paper and placed under the windshield wiper or tucked into the driver's door jamb. No adhesive material of any kind is applied to the vehicle. Notices can be removed by hand with no tools, solvents, or scraping required.

Step 2: Booting (Second and Subsequent Violations)

For vehicles with a documented prior warning on record, EZ Park may apply a wheel immobilization device. Booting is always prioritized over towing when both options are available.

- Boot fee: \$75, paid directly to release the vehicle
- Response time: vehicle released within one (1) hour of payment confirmation
- All booting incidents are photographed, timestamped, and documented in the enforcement system
- City staff are notified of all booting activity in real time through the administrative dashboard

Step 3: Towing (Chronic Non-Compliance or Safety Circumstances)

Towing is reserved for cases of chronic non-compliance, specifically vehicles with repeated documented violations and a prior booting history, or for the immediate safety circumstances outlined in the RFP, including fire lane violations, blocked emergency access, ADA violations, and obstructed roadways.

Permitted vehicles will not be towed under any circumstances without explicit authorization from City Code Enforcement or law enforcement. All towing is coordinated through a licensed Utah tow company in full compliance with applicable Utah statutes.

Anti-Predatory Towing Commitments

- No towing without a prior documented citation on record, except in immediate safety circumstances
- No booting or towing of permitted vehicles without City authorization
- No financial incentive structures that reward towing volume
- No EZ Park surcharges above standard tow company rates
- Full photographic documentation of every enforcement action available to City staff within 24 hours
- Immediate suspension or reversal of any enforcement action upon City directive

Coordination with City Personnel

- Dedicated point of contact for City personnel available by phone and email during all business hours
- Emergency contact line staffed during all active patrol hours
- Monthly enforcement summary reports delivered to designated City contacts
- Prompt notification within two hours of any significant enforcement incident
- Real-time dashboard access for City staff to monitor enforcement activity at any time

Appeals and City Oversight

Appeals are not controlled by EZ Park. The City retains final authority over all enforcement decisions. EZ Park's system provides the following documentation for every enforcement action to support City-administered review:

- Time-stamped photographs of the vehicle and violation
- Enforcement officer notes and incident description
- Full vehicle and license plate information
- Complete permit status history for the vehicle
- All prior warning and enforcement records

Upon receiving a City directive to reverse or suspend an enforcement action, EZ Park will act immediately by removing boots, suspending towing coordination, or facilitating vehicle release. No enforcement action will be maintained over City objection.

5. DATA SECURITY AND PRIVACY

Data Use Restrictions

- Data used solely for performance of the parking management and enforcement contract
- Resident data will never be sold to third parties
- Resident data will not be shared except as required by applicable law
- Resident data will not be used for marketing or business development purposes

Data Storage and Cybersecurity Controls

- Encryption in transit (TLS 1.2+) and at rest (AES-256)
- Role-based access controls limiting data access to authorized personnel only
- Multi-factor authentication required for all administrative accounts
- Audit logging of all administrative data access
- Regular third-party security assessments

Incident Response

In the event of a confirmed or suspected data breach, EZ Park will notify the City within 24 hours of detection. The notification will include a description of the incident, data potentially affected, immediate containment steps taken, and a remediation plan. EZ Park will comply fully with all applicable Utah breach notification requirements.

6. IMPLEMENTATION PLAN

Implementation Timeline

EZ Park will complete full implementation within thirty (30) days of contract award. Our existing operational presence in Vineyard, including established vendor relationships, patrol infrastructure, and local staff familiarity, significantly reduces the time and complexity of standing up the program. The plan below is structured to prioritize physical infrastructure first and resident-facing digital setup second, so that signage and enforcement zones are in place before residents are asked to register.

Days	Phase	Activities
1 - 5	Kickoff and Scope Finalization	Contract execution, project kickoff meeting with City staff, enforcement zone mapping, permit structure confirmed, City administrator accounts provisioned
6 - 12	Sign Installation and Zone Setup	Physical signage installed in all designated neighborhoods, QR code permit registration signs posted, LPR patrol routes established and tested, system configured to match zone boundaries
13 - 18	Digital Onboarding	Resident portal goes live, welcome letters and registration instructions distributed to all households, City staff training completed on dashboard and reporting tools, FAQ materials posted
19 - 24	Soft Launch	LPR patrols begin with citation-only enforcement. No boots or tows during this phase. Residents receive citations directing them to register. Daily check-ins with City Code Enforcement to address questions and edge cases.
25 - 28	Full Enforcement	Progressive enforcement goes fully live. Boots authorized for repeat violations. First monthly enforcement summary prepared and delivered to City contacts.
29 - 30	Review and Handoff	30-day review meeting with City staff, registration and enforcement data reviewed, any system adjustments made, ongoing reporting cadence confirmed

Training

- City administrator training on the permit management dashboard, report generation, and enforcement record access
- City Code Enforcement personnel briefing on enforcement protocols, override procedures, and incident communication channels
- Written quick-reference guide and user documentation provided to all City staff

Resident Education and Public Outreach

- Welcome letter explaining the digital permit system, how to register, and what to expect from enforcement
- FAQ document addressing common resident questions about the program
- QR code signage at all enforcement zone entry points linking to the self-registration portal
- EZ Park resident support line and email available throughout the onboarding window

EZ Park is available to participate in City-sponsored community meetings or outreach sessions during the implementation period.

Staffing and Operational Readiness

EZ Park has patrol drivers, enforcement equipment, LPR technology, and operational infrastructure currently deployed in the Vineyard area. There is no ramp-up period required for equipment procurement or route familiarization. We are ready to begin patrols within 48 hours of zone setup completion.

Patrol coverage for the City of Vineyard program will be structured as follows:

- Patrol frequency: 24/7 roving patrol unless otherwise specified in the contract
- Staffing: a dedicated LPR patrol vehicle and trained driver assigned to Vineyard enforcement zones each patrol night
- Response coverage: EZ Park personnel available by phone during all active patrol hours for City Code Enforcement inquiries and boot release requests
- Patrol logs, including GPS-timestamped route data and LPR scan records, are retained in the system and accessible to City staff through the administrative dashboard

7. COST PROPOSAL

Pricing Overview

EZ Park operates on a transparent, flat-fee pricing model with no hidden charges, no revenue sharing on enforcement actions, and no upfront setup costs. All signage, system configuration, and initial resident onboarding are included in the monthly service fee.

Because the number of designated neighborhoods, addresses, and patrol frequency requirements will be finalized in contract negotiations, EZ Park proposes to confirm final pricing upon scope confirmation. We welcome the opportunity to present detailed pricing during the evaluation and interview phase.

Service	City Cost	Resident Cost
Digital Permit Management Platform (setup + ongoing)	TBD upon scope confirmation	No charge
LPR Patrol Enforcement (nightly)	TBD upon scope confirmation	No charge
Citation Issuance	Included	No charge
Boot Installation	No charge to City	\$75 per incident
Boot Removal	No charge to City	Included in boot fee
Towing (when authorized)	No charge to City	Tow company statutory rate per Utah law
Vehicle Storage (when towed)	No charge to City	Tow company statutory rate per Utah law
Administrative Fees	None	None
After-Hours Fees (EZ Park)	None	None
System Setup and Implementation	No additional charge	N/A

Staff and Resident Training	No additional charge	N/A
Paid Visitor Parking (optional)	No charge to City	Per-session rate set by City; revenue remitted to City monthly

EZ Park does not impose undisclosed fees. The schedule above represents the complete universe of charges associated with this program. Towing and storage fees are charged by the independent licensed tow company and governed by Utah statutory limits. EZ Park receives no markup, commission, or financial interest in towing activity.

Contract Term

EZ Park acknowledges and accepts the proposed contract structure of a three-year initial term with automatic annual renewals thereafter, subject to termination by either party with thirty days written notice. We view the three-year initial term as appropriate for a program of this nature. Building resident familiarity with the permit system and establishing consistent enforcement patterns takes time, and a multi-year structure allows both parties to see the program through to its full potential rather than evaluating it on early-stage metrics alone.

CLOSING STATEMENT

EZ Park LLC is uniquely positioned to serve the City of Vineyard in this program. We are not a national company with a remote account team. We are a Utah-based company with boots on the ground in Vineyard today, serving your residents' neighbors and operating on your city's streets.

Our enforcement philosophy was designed from the ground up to match exactly what the City has described in this RFP: fair, transparent, resident-first enforcement that protects community quality of life without resorting to predatory towing. Parking management done right should be something residents barely notice, because the system is working smoothly in the background.

We welcome the opportunity to meet with City staff, answer questions, and demonstrate our platform. Thank you for considering EZ Park LLC.

Respectfully submitted,

Cam Terry

Chief Executive Officer, EZ Park LLC

(435) 231-3794 | Ezonboarding@ezparkllc.com | www.ezparkllc.com

MEGAPLEX

MO'BETTANS
HAWAIIAN STYLE FOOD.

TOPGOLF

Cafe Rio
MEXICAN GRILL.

Bella's
MARKET



CINNAHOLIC
Cinnamon Rolls

MEGAPLEX

MO'BETTANS
HAWAIIAN S

VINEYARD

ECONOMIC DEVELOPMENT PARTNERSHIP

TOPGOLF

Cafe Rio
MEXICAN GRILL.

Bella's
MARKET



CINNAHOLIC
Cinnamon Rolls

CINNAHOLIC
Cinnamon Rolls

MEGAPLEX

MO'BETTANS
HAWAIIAN STYLE FOOD.

TOPGOLF

VINEYARD CITY, UTAH

Vineyard Economic Development Partnership

A voluntary, no-cost, City-led initiative that brings Vineyard City together with local businesses, property owners, and developers to grow the local economy.

What the Partnership does

- 01 Supports Vineyard businesses**
Helps the businesses already here stay and expand.
- 02 Attracts new employers and investment**
Recruits businesses and coordinates investment in Vineyard.
- 03 Identifies commercial opportunities**
Connects businesses, developers, and property owners.
- 04 Meets every quarter**
Businesses and City staff review conditions and priorities.
- 05 Shares information and resources**
Business resources and City priorities, with a VEDP online portal.

■ Voluntary participation ■ No dues or fees ■ Led by Vineyard City

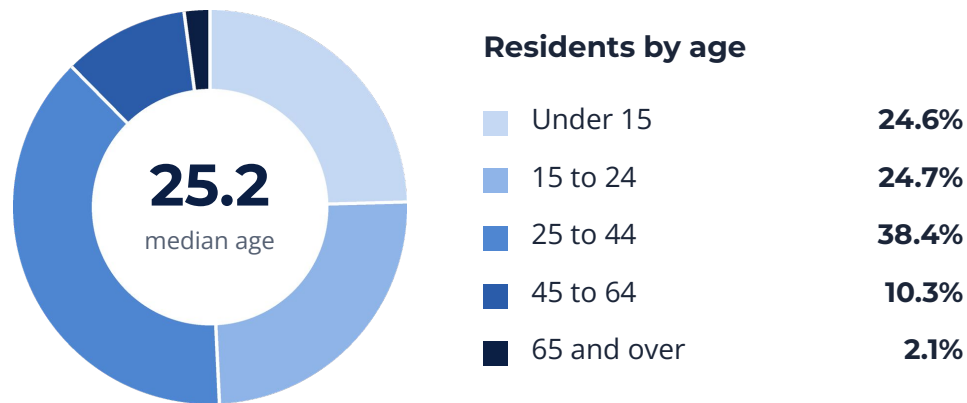
THE VEDP PORTAL

Vineyard Economic Development Portal

A public online portal that gives businesses and investors outside Vineyard the city's demographics, market data, and business resources in one place.

Vineyard at a glance

A sample of the data the portal will show



16,092

Residents, July
2025

\$103,380

Median household
income

50.5%

Adults with a bachelor's
degree or higher

4,723

Households

Source: U.S. Census Bureau. Population is the July 1, 2025 estimate. Other figures are American Community Survey 2020 to 2024 five-year estimates.



**VINEYARD CITY, UTAH
RESOLUTION NO. 2026-41**

**A RESOLUTION ESTABLISHING THE VINEYARD ECONOMIC DEVELOPMENT
PARTNERSHIP AS A CITY-LED ECONOMIC DEVELOPMENT INITIATIVE**

WHEREAS, Vineyard City seeks to support existing businesses, attract new employers and investment, expand commercial opportunities, and strengthen the City’s long-term economic and tax base;

WHEREAS, ongoing communication among the City, local businesses, property owners, developers, and other stakeholders can help identify challenges, coordinate opportunities, and improve economic development outcomes;

WHEREAS, the City Council desires to establish the Vineyard Economic Development Partnership (VEDP) as a voluntary, no-cost, City-led initiative for business engagement and economic development coordination;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD CITY, UTAH:

Section 1. Establishment. The Vineyard Economic Development Partnership (VEDP) is hereby established as a City-led economic development initiative administered through existing City operations. The VEDP is not established as a separate legal entity, independent public body, advisory commission, or membership organization with governmental authority.

Section 2. Purpose. The VEDP shall facilitate communication and collaboration among existing Vineyard businesses, prospective businesses, developers, property owners, and other economic development stakeholders. Its objectives include business retention and expansion, business recruitment, investment coordination, identification of commercial opportunities, and the exchange of information regarding economic conditions and City priorities.

Section 3. Participation. Participation shall be voluntary and open to businesses operating in Vineyard and other stakeholders invited by City staff based on the initiative’s purpose. No membership dues or participation fees shall be charged. Participation does not confer endorsement by the City, preferred status, decision-making authority, or any entitlement to public funding or incentives.

Section 4. Administration. The VEDP shall be led and coordinated by the City’s Economic Development Director, Stephen Proud, in coordination with the City Manager and other relevant City staff, including Redevelopment Agency staff as appropriate. The initiative shall operate using existing personnel and resources, subject to adopted budgets and applicable law. Staff may maintain a contact directory, distribute updates, facilitate introductions, and coordinate outreach and recruitment activities.

Section 5. Quarterly Engagement. The Economic Development Director, in coordination with relevant City staff, shall organize a VEDP meeting once each calendar quarter for participating businesses and stakeholders to discuss business conditions, development activity, opportunities, concerns, and City economic development priorities.

Meetings shall be informational and collaborative and shall not exercise delegated governmental decision-making authority.

Section 6. Communications and Economic Development Portal. As part of the VEDP initiative, City staff, under the coordination of the Economic Development Director, are authorized to develop and maintain a VEDP webpage or online economic development portal. The portal may promote Vineyard as a place to do business and provide prospective and existing businesses and investors with relevant information, including City demographics, economic and market data, development opportunities, business resources, City priorities, participation opportunities, and contact information. Staff shall coordinate with relevant departments to identify and present appropriate information. Any listing or use of business names or marks shall comply with applicable law and City communication standards. The portal shall distinguish existing Vineyard businesses from businesses that have affirmatively elected to participate.

Section 7. Funding and Administrative Support. The Vineyard Economic Development Partnership shall operate utilizing existing City resources, facilities, personnel, and available appropriations. The Economic Development Director, in coordination with the City Manager and relevant City staff, is authorized to incur reasonable and necessary expenses associated with the administration, meetings, activities, outreach, and operations of the Partnership, subject to available budget appropriations and applicable City purchasing and financial policies. No separate appropriation or additional City Council approval shall be required for expenditures within existing authorized budgets and administrative spending authority.

Section 8. Authority and Oversight. The VEDP shall not independently enter contracts, grant incentives, approve projects, or bind Vineyard City or its Redevelopment Agency. Any action requiring official approval shall remain subject to the appropriate governing body and applicable law. Staff shall provide the City Council with periodic updates regarding the initiative.

Section 9. Implementation and Effective Date. The City Manager is authorized to take reasonable administrative steps to implement this resolution within existing appropriations. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Vineyard City Council this _____ day of __, 2026.

ATTEST:

Zack Stratton, Vineyard City Mayor

Robin Bond, City Recorder

VOTING	YES	NO	ABSENT	ABSTAIN
Mayor Zach Stratton (votes only in case of a tie)				
Council Member Jacob Holdaway				
Council Member David Lauret				
Council Member Parker McCumber				
Council Member Chip Price				
Council Member Jacob Wood				

PEDESTRIAN — SAFETY — COMMISSION

Safer streets for everyone who
walks, rolls, and rides in Vineyard.

WHO IT COVERS



Walking



Running



Wheelchairs



Bikes



E-bikes



Scoters



Skateboards

WHAT IT IS

An advisory commission to the Mayor and City Council, focused on the safety of people traveling on, along, and across Vineyard streets, sidewalks, trails, and crossings.

WHAT IT DOES



Reviews crash, speed, and traffic data



Evaluates crossings, intersections, and school routes



Recommends traffic calming and speed studies



Supports safety education and takes resident input

WHAT'S CHANGING PROPOSED ORDINANCE

Active Transportation Commission → **Pedestrian Safety Commission**



All seats reopen. Current members are welcome to reapply.



Members appointed by the Mayor with consent of the Council.



Meets once a month.



Sunsets December 31, 2027 unless renewed.



VINEYARD ORDINANCE 2026-12

AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING MUNICIPAL CODE SECTION 2.30.020, RENAMING AND REORGANIZING THE ACTIVE TRANSPORTATION COMMISSION AS THE PEDESTRIAN SAFETY COMMISSION, REVISING ITS PURPOSE AND DUTIES, RECONSTITUTING ITS MEMBERSHIP, ESTABLISHING MONTHLY MEETINGS, AND PROVIDING FOR A SUNSET DATE

WHEREAS, the Vineyard City Council, under the authority of Utah Code Title 10, Chapter 3, desires to amend the Vineyard Municipal Code; and

WHEREAS, Section 2.30.020 of the Vineyard Municipal Code presently establishes the Active Transportation Commission as an advisory commission of the City; and

WHEREAS, the City Council desires to refocus the commission on the safety of people traveling on, along, and across Vineyard streets and other public rights-of-way, including people walking, crossing streets, using mobility devices, and using bicycles, electric bicycles, scooters, and other micromobility devices; and

WHEREAS, the City Council finds that pedestrian safety is advanced through careful review of street conditions, speed and traffic data, crossings, school routes, visibility, traffic calming measures, education, and coordination with City staff and public safety partners; and

WHEREAS, the City Council desires to retain the general commission structure established in Chapter 2.30 while reorganizing the commission, requiring new appointments, establishing a monthly meeting schedule, and setting a sunset date for review of the commission; and

WHEREAS, the City Council finds that the amendments contained in this Ordinance promote the public health, safety, and welfare of Vineyard residents and visitors.

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

SECTION 1: AMENDMENT “2.30.020 Active Transportation Commission” of the Vineyard Municipal Code is hereby amended and replaced in its entirety as follows:

A M E N D M E N T

2.30.020 Pedestrian Safety Commission

A. GENERAL.

The Active Transportation Commission is hereby renamed, reorganized, and reconstituted as the Pedestrian Safety Commission. The Commission shall serve as an advisory commission to the Mayor and City Council concerning the safety of people traveling on, along, and across streets, intersections, sidewalks, trails, crossings, transit access points, and other public rights-of-way within Vineyard.

B. PEDESTRIAN SAFETY SCOPE.

For purposes of this Section, the Commission's pedestrian safety scope includes the safety of persons walking or running and persons using wheelchairs or other mobility devices,

bicycles, electric bicycles, scooters, skateboards, and other micromobility devices when those persons interact with streets, intersections, crossings, sidewalks, shared-use paths, trails, transit access points, or other public rights-of-way. This subsection defines the advisory scope of the Commission only and does not alter any definition contained elsewhere in the Vineyard Municipal Code or Utah law.

C. PURPOSES AND DUTIES.

The Pedestrian Safety Commission shall have the responsibilities provided in this Section and such other pedestrian safety related duties and priorities as may be established by the Mayor and City Council:

1. Advise and provide input on City policies, plans, projects, design standards, rules, regulations, and ordinances that materially affect pedestrian safety.
2. Identify and evaluate pedestrian safety concerns, including unsafe crossings, school routes, intersections, transit access points, areas with limited visibility, locations with recurring conflicts among roadway users, and corridors where vehicle speeds create safety concerns.
3. Review available crash, incident, near-miss, speed, traffic-volume, pedestrian-count, and related safety information, and recommend appropriate traffic studies, speed studies, pedestrian studies, or other data collection to better understand identified safety concerns.
4. Recommend traffic calming and safety improvements, including, when appropriate, crosswalk improvements, signage, striping, lighting, signal timing, pedestrian refuge areas, curb extensions, raised crossings, speed feedback devices, sight-distance improvements, and other measures intended to reduce risk to people traveling on or across public streets.
5. Develop, recommend, and participate in public education efforts concerning safe street crossings, helmet use, visibility, bicycle and electric bicycle safety, scooter and micromobility safety, driver awareness, school-route safety, and the safe sharing of public rights-of-way.
6. Provide a venue for public input regarding pedestrian safety and assist the City by identifying locations, patterns, and conditions that may warrant additional review by City staff or public safety personnel.
7. Provide pedestrian-safety feedback on current and future transportation plans, capital projects, street designs, development-related transportation improvements, and other projects when requested by the Mayor, City Council, or City staff.
8. Coordinate, as appropriate, with City departments, law enforcement, schools, homeowners associations, Utah County, the Utah Department of Transportation, regional transportation partners, and other public or private organizations on pedestrian safety matters.
9. Identify grants, partnerships, pilot programs, studies, technology, or other opportunities that may assist the City in improving pedestrian safety or evaluating potential safety improvements.
10. Prepare an annual report identifying Commission activities, significant pedestrian safety concerns, recommended priorities, and proposed educational or infrastructure initiatives for consideration by the Mayor and City Council.
11. Perform such other pedestrian safety related duties, studies, educational initiatives, and work assignments as may be established from time to time by the Mayor and City Council.

D. MEMBERSHIP AND RECONSTITUTION.

1. Except as expressly provided in this Section, the composition, appointment, terms, removal, vacancies, and general procedures of the Commission shall be governed by Section 2.30.010 of the Vineyard Municipal Code. Consistent with the existing Active Transportation Commission structure, up to two (2) members may be appointed at-large and may reside anywhere in the State of Utah.
2. Upon the effective date of this Ordinance, all current appointments to the Active Transportation Commission, including regular members, alternate members, and any ex-officio member, shall automatically terminate and all seats shall be deemed vacant. The Commission shall thereafter be filled by appointment of the Mayor with the advice and consent of the City Council in accordance with Chapter 2.30.
3. Former members of the Active Transportation Commission are eligible to apply for appointment to the Pedestrian Safety Commission and may be appointed or reappointed in the same manner as any other applicant.
4. No appointment to the Pedestrian Safety Commission shall continue beyond the sunset date established in Subsection G unless the Commission is renewed or extended by ordinance.

E. MEETINGS.

The Pedestrian Safety Commission shall establish a regular meeting schedule providing for one (1) regular meeting each month. A scheduled meeting may be canceled or rescheduled when there is insufficient business, due to a holiday, or for other reasonable circumstances, provided that any meeting is noticed and conducted in accordance with the Utah Open and Public Meetings Act and applicable City requirements.

F. ADVISORY AUTHORITY AND COUNCIL PRIORITIES.

1. The Commission is advisory only and shall have no authority to bind the City, expend City funds, direct City employees, approve projects, or enforce City ordinances.
2. The Mayor and City Council may, from time to time, establish additional goals, priorities, studies, educational initiatives, or work assignments for the Commission that are consistent with the pedestrian safety purpose established by this Section.

G. SUNSET.

The Pedestrian Safety Commission shall remain in effect through December 31, 2027. Unless renewed or extended by ordinance adopted by the City Council before that date, the Commission shall sunset and cease to exist at 11:59 p.m. on December 31, 2027, and this Section 2.30.020 shall thereafter be of no further force or effect.

SECTION 2: TRANSITION AND CONTINUITY.

All records, minutes, pending recommendations, studies, work products, and other official materials of the Active Transportation Commission shall be retained by the City and may be continued, reviewed, modified, or closed by the Pedestrian Safety Commission as appropriate. References in existing City records or administrative materials to the Active Transportation Commission shall be construed as references to the Pedestrian Safety Commission when consistent with the purpose of this Ordinance.

SECTION 3: REPEALER CLAUSE.

All ordinances, resolutions, or parts thereof that are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4: SEVERABILITY CLAUSE.

Should any part or provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared unconstitutional, invalid, or unenforceable.

SECTION 5: EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon adoption and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL this ____ day of _____, 2026.

	AYE	NAY	ABSENT	ABSTAIN
Jacob Holdaway	_____	_____	_____	_____
David Lauret	_____	_____	_____	_____
Parker McCumber	_____	_____	_____	_____
Chip Price	_____	_____	_____	_____
Jacob Wood	_____	_____	_____	_____

Presiding Officer

Attest

Mayor, Vineyard

City Recorder, Vineyard



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: October 13, 2026

Agenda Item: Membership in the North Utah County Aquifer Council (NUCAC) (5 Minutes)

Department: Public Works

Presenter: Devan Peterson

Background/Discussion:

The North Utah County Aquifer Council (NUCAC) was established in 2017 to coordinate regional groundwater planning, aquifer recharge, and water resource management among municipalities in northern Utah County, which include Central Utah Water Conservancy District, American Fork City, Pleasant Grove, Highland City, Alpine City, Lehi City, Lindon City, the City of Cedar Hills, and Orem City.

Vineyard City's Drinking Water Master Plan identifies securing future water sources as a strategic need to support the City's continued growth and long-term water supply reliability. Regional coordination and evaluation of additional water sources are key to addressing this need.

NUCAC is currently undertaking a Regional Water Resource Master Plan to evaluate groundwater resources, future water demands, aquifer recharge opportunities, and regional water supply strategies. The planning effort is estimated at approximately \$700,000, funded through NUCAC member dues and more than \$500,000 in direct contributions from Central Utah Water Conservancy District (CUWCD), which is also a NUCAC member.

Membership would give Vineyard City a voice in regional water resource planning, access to technical studies, and opportunities to coordinate future groundwater development and water-sharing initiatives with neighboring municipalities. NUCAC serves in an advisory capacity and does not supersede the City's water rights or authority over its water infrastructure.

Fiscal Impact:

The initial membership cost is \$12,000, covering 2025 and 2026, with approximately \$6,000 annually thereafter.

Funds are approved in the FY 2026–2027 Water Enterprise Fund budget 51-5101-4301.

Recommendation:

Staff recommends approval of the resolution authorizing Vineyard City's membership in NUCAC and execution of the associated Interlocal Agreement.

Sample Motion:

"I move to approve Resolution No. 2026-42, authorizing Vineyard City to become a member of the North Utah County Aquifer Council and execute the associated Interlocal Agreement.

Attachments:

1. Final Signed Agreement Creating NUCAC conformed updated 06022025
2. 8.4 RES 2026-42 Resolution by Cities Joining NUCAC - Updated FINAL 2026
3. 8.4 Signature Page - City of Vineyard

INTERLOCAL AGREEMENT CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of the 28TH day of FEBRUARY, 2017 (the “Effective Date”), under the authority of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended (the “Act”), and specifically Section 11-13-203 of the Act, by and among Central Utah Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, and the following Utah municipal corporations situated within northern Utah County: Pleasant Grove City, American Fork City, Highland City, Alpine City, Lehi City, and Saratoga Springs City (all being hereinafter sometimes referred to herein collectively as the “Members,” and individually as a “Member”).

W I T N E S S E T H

WHEREAS, it is generally recognized and agreed among the Members that the limited surface water and groundwater resources in north Utah County are hydrologically connected and directly interrelated; and

WHEREAS, each of the Members, under the authority of their respective water rights, own surface water diversion structures, groundwater wells and other facilities from and through which they each draw water from the common surface and groundwater sources of supply available in north Utah County for diversion and use within their respective service areas; and

WHEREAS, the Members each recognize the need to plan and work together in preserving, protecting and where possible enhancing the critical water resources they share in common as each of the Members continues to develop their respective water systems in satisfaction of the demands of continuing population growth in north Utah County; and

WHEREAS, under the auspices of a now dissolved interlocal agency previously formed among the Members, an Aquifer Storage and Recovery Feasibility Study (the “ASR Study”) was commissioned and completed which investigated the potential for recharging the ground water in north Utah County in accordance with the authority of the Utah Groundwater Recharge and Recovery Act; and

WHEREAS, the ASR Study recommended several potential Aquifer Storage and Recovery (“ASR”) projects that would benefit the groundwater resources in north Utah County; and

WHEREAS, the Members have contributed to the preparation of and have reviewed various planning studies and documents commissioned for the purpose of investigating the surface and groundwater resources in north Utah County, including, but not limited to, the following:

(1) Conjunctive Management of Surface and Groundwater in Utah. State of Utah Natural Resources, Division of Water Resources, July, 2005.

(2) Hydrology of Northern Utah Valley, Utah County, Utah, 1975 – 2005, Scientific Report 2008-5197, U.S. Department of Interior, U.S. Geological Survey.

(3) Three Dimensional Numerical Model of Groundwater Flow in Northern Utah Valley, Utah County, Utah. Scientific Investigation Report 2008-5049. U.S. Department of the Interior, U.S. Geological Survey.

(4) North Utah County Groundwater Recharge Study, Highland City, Department of Public Works, January, 2009

(5) Aquifer Storage and Recovery (ASR) Feasibility Study, North Utah County Aquifer Association, Prepared by Hansen, Allen, & Luce, Inc., August, 2012.

(6) Utah Lake Basin Planning for the Future. June, 2014. Utah State Water Plan. Utah Division of Water Resources.

WHEREAS, it is the intent of the Members that all Groundwater Projects be developed by one or more Members under their individual water rights through projects funded and completed by the individual Member or Members pursuing the project; and

WHEREAS, given the hydrologic connectivity of the surface and groundwater sources of supply in north Utah County, the common interests of all the Members in the continued diversion and use of the same groundwater supply, and the inevitability of increased withdrawals by the Members from these sources, the Members have determined it to be in the best interest of each of the Members individually, and in their mutual common interest and the interests of the citizens whom they serve, that an interlocal council be established among the Members, the purpose and function of which is to coordinate and facilitate the on-going planning and development of groundwater resources in north Utah County and Member Groundwater Projects as they develop, as more particularly set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Members contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Members hereby agree as follows:

ARTICLE I CREATION AND NAME

Pursuant to and in conformance with the requirements of Section 11-13-202 of the Act, the Members hereby create the NORTH UTAH COUNTY AQUIFER COUNCIL (the “Council”), acting jointly and cooperatively in the fulfillment of its purposes, and having only those powers, enumerated herein and not as an interlocal entity as defined in the Act.

ARTICLE II MEMBERSHIP

2.1. Members. Each Member signatory to this Agreement, and each additional public agency, as defined in the Act, which is accepted for membership as provided in this Agreement and which shall hereafter sign this Agreement shall be a Member of the Council and be entitled to all rights, privileges and obligations of membership as provided herein.

2.2. Obligations of Membership. Each Member of the Council shall be obligated:

2.2.1. to duly appoint a representative to serve on the governing Board of the Council as provided in Section 4.1 herein, and to otherwise remain an active participant in the Council;

2.2.2. to timely pay when due annual and special assessments as shall be duly levied, by the Council Administrator as designated in Section 4.2 herein, from year-to-year to fund the Council's purposes, powers and functions as provided on this Agreement; and

2.2.3. to timely review, comment on and respond to matters submitted by the Board to the governing boards of the Council Members.

2.3. Donation of In-kind Resources. Members, at their sole discretion, may contribute resources via in-kind materials, equipment, facilities or services which benefit the Council; however, any such contribution shall not be accepted in lieu, partially or in full, of payment of assessments duly levied by the Administrative Agency as provided herein in Section 4.2.2(a) herein, unless otherwise approved by the Board.

2.4. Suspension and Termination of Membership. Membership in the Council may be terminated in conformance with the following:

2.4.1. Voluntary Withdrawal.

(a) Any Member which desires to withdraw from the Council may do so by its governing body adopting a resolution of withdrawal to be submitted to the Council's governing board as defined herein.

(b) The withdrawal and termination of membership shall be effective as of the end of the Council's then current fiscal year. Withdrawal of a Member does not relieve the Member's obligation to pay its annual financial obligations to the Council for the then current fiscal year as set forth in Article V, or its share of obligations and liabilities incurred prior to withdrawal.

(c) A Member terminating its membership shall have no interest in the assets of the Council unless it is a Member at the time of dissolution of the Council.

(d) A Member who withdraws its membership shall have no further obligations to the Council and the Council shall have no further obligations to the withdrawn Member, except as

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otherwise expressly provided for herein. The fact that a Member has previously withdrawn its membership or its membership has been cancelled shall not prohibit said Member from rejoining the Council pursuant to the authority of Section 2.5 herein.

2.4.2. Failure to Pay Assessments. The failure by a Member to pay assessments when due shall result in the suspension of that Member's membership for a period of sixty (60) days unless payment is sooner made in full. The failure to pay the past due assessment by the end of the 60-day suspension period shall result in the termination of membership effective immediately as of said date. The Member shall not be liable for the unpaid assessment that resulted in the termination of its membership.

2.4.3. Agreements Not Affected. Each Member of the Council acknowledges and agrees that the withdrawal of any Member from this Agreement pursuant to Section 2.2 shall not adversely affect this Agreement nor any other contractual relationship between the withdrawing Member and any other Member under this Agreement.

2.5. Subsequent Membership. Prospective Members who do not initially approve and become signatories to this Agreement, or who have withdrawn and wish to reapply, or who are newly created entities may join and become signatories to this Agreement upon approval of, and pursuant to conditions duly established by the Board, on a case-by-case basis.

ARTICLE III PURPOSES, POWERS AND FUNCTIONS OF THE COUNCIL

3.1. Purposes, Powers and Functions. The purposes, powers and functions of the Council shall be as follows:

3.1.1. Study and Evaluate Groundwater Resources. The Council shall have the power to study, review, evaluate and analyze all aspects of surface and groundwater resources in north Utah County for the purpose of:

(a) accumulating and disseminating to Members and other public agencies information pertaining to: (i) the hydrogeologic interactions between surface and groundwater resources; (ii) resource sustainability trends; (iii) the protection and optimal utilization of surface and groundwater resources; and (iv) the potential and methodology for recharging groundwater aquifers; and

(b) establishing general surface and groundwater protection and development criteria that can be considered by Members and other public agencies having jurisdiction over the north Utah County surface and groundwater resources; and

(c) providing for public input, participation, and education on issues relating to the use, protection, and development of surface and groundwater resources in north Utah County.

3.1.2. Review and Coordination of Specific Groundwater Projects; Procedure.

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(a) For the purposes of this Section, the term “Groundwater Project(s)” shall be defined to mean: (i) the design, drilling, testing and operation of wells from which groundwater is to be produced and diverted from known groundwater aquifers within north Utah County; (ii) the design, drilling, testing and operation of ASR projects through which water is to be injected and stored within and withdrawn from groundwater aquifers within north Utah County; and (iii) the design, testing and operation of other surface and/or groundwater facilities; any of which may have the potential to either adversely impact or contribute to and assist in the recovery of groundwater resources in north Utah County.

(b) Each Member proposing to initiate a Groundwater Project (“Sponsoring Member”), shall, no later than ten (10) working days prior to the next meeting of the Board, first submit to the Council, and to each of the other Members, a written detailed description of the Groundwater Project, together with the engineering, hydrologic and other technical data and materials generated and utilized by the Sponsoring Member as its basis for proceeding with the Groundwater Project (collectively, the “Project Proposal”).

(c) At the meeting at which the Project Proposal is formally presented to the Board, the Sponsoring Member shall present a detailed explanation of the proposed project and answer questions.

(d) Each of the other Members shall have 90 days from the date of the Board meeting at which the Project Proposal is first presented (the “Project Review Period”), to review and consider the Project Proposal and determine whether to join as a co-sponsor of the Groundwater Project. A decision by a Member to participate as a co-sponsor of a Groundwater Project shall be submitted in writing to the Council and the Sponsoring Member prior to the end of the Project Review Period, unless the time is extended by the Board.

(e) The Board shall review and evaluate the water rights and water right change applications, recharge applications, recovery applications, and other applications and submittals as may be required of the Sponsoring Member by other State, federal or local entities having jurisdiction over the Groundwater Project, for the purpose of identifying, addressing and assisting in the resolution of potential conflicts among the Members as a result of the Groundwater Project. Notwithstanding the foregoing, it is understood and agreed that the Council shall have no authority to veto or otherwise alter any Groundwater Project, and any Member may, in its discretion, protest any water right change application, or other application as provided by law.

(f) If there is more than one sponsor of an Groundwater Project, the co-sponsors shall, by separate interlocal agreement among them, set forth the terms and conditions pursuant to which the Groundwater Project shall be planned, designed, funded, developed, administered, constructed, owned, operated, accounted for, maintained, repaired, renewed and replaced. If there are no co-sponsors for an Groundwater Project, the Sponsoring Member shall, at its sole expense, plan, design, fund, develop, administer, construct, own, operate, account for maintain, repair, renew and replace the

Groundwater Project.

(g) In the case of either a single sponsored or co-sponsored Groundwater Project, the Sponsoring Member(s) of the Groundwater Project shall provide to the Council periodic updates and reports with respect to all aspects of the Groundwater Project during the course of its design, construction, and operation. The Council shall coordinate, review and report on all aspects of each Groundwater Project to the other Members of the Council in order to foster cooperation and promote maximum utilization of the groundwater resources among the Members, and to assist in the prevention and resolution of disputes among the Members pertaining to Groundwater Projects within north Utah County.

3.1.3. Advisory Resource to Members. The Council shall serve as an advisory body to the Members' governing bodies concerning proposed and ongoing Groundwater Projects and other projects involving groundwater sources of supply in north Utah County. Actions taken by the Board are not binding on a Member unless ratified by that Member's governing body.

3.1.4. General Powers. The Council, in general, shall have the power to plan, oversee, coordinate, review, advise, assist, share information and foster cooperation among the Members in the promotion and implementation of Member Groundwater Projects, in an effort to facilitate and coordinate aquifer recharge and storage within north Utah County, while minimizing the negative impacts of excessive groundwater withdrawals by the Members from the common aquifers as development occurs. The Council shall not have the power to tax or assess and collect fees or spend more than the assessments paid by its Members as provided herein; however, the Council shall have the power to apply for, receive and administer grants from federal, state and/or private sources for use in fulfilling its purposes, powers and functions.

3.2. No Superseding Authority. The Members hereby acknowledge and agree that the Council shall have no authority to supplant or otherwise interfere with any right, power or authority belonging to any individual Member under the Utah Constitution, state law, or any county or municipal ordinance, or by virtue of any other power or powers specifically given to them; nor does the Council have superseding authority over other government entities and jurisdictions. The Council shall likewise have no authority to require any alteration to the duly adopted plans or decisions of any Member or other agency or jurisdiction; however, the Board may, in the common interest of the Council, recommend changes to the duly adopted plans or decisions of any Member, agency or jurisdiction, and each Member agrees, in good faith, to duly consider any such recommendation made.

ARTICLE IV GOVERNANCE

4.1. Governing Board.

4.1.1. Membership and Appointment. Pursuant to Section 11-13-207 of the Act, there is hereby created a governing board of the Council (the "Board"), which shall consist of one representative from each Member duly appointed by the governing body of the Member. To serve on the Board, the

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Member representative shall hold public office or be employed with the Member and have responsibility for the Member's infrastructure related to the diversion and use of water and the development and management of the Member's water supply. Due to the technical nature of the matters to be considered by the Board, it is recommended that member representatives holding public office have some technical understanding and/or background with respect to water, water rights and related issues. Each Member shall also appoint an alternate Member representative to serve on the Board in the absence of the regular Board member.

4.1.2. Board Terms. Board members shall serve until replaced by another representative appointed by the Member.

4.1.3. Compensation. Board members shall serve without compensation and shall have all Council-related expenses paid by their appointing Member.

4.1.4. Leadership. The Board shall have a Chair and Vice-Chair elected by and from the members of the Board, whose term shall be for a period of one year. Board members can be reelected on an annual basis. In the absence of the Board chair, the responsibility for conducting Board meetings or signing documents shall vest in the Vice-chair.

4.1.5. Regular Meetings. The Board should hold at least two regularly scheduled meetings within each fiscal year to accomplish the objectives of the Council. The meeting date, time, and agenda will be established by the Chair or by a majority vote of the Board.

4.1.6. Quorum; Voting. The attendance of a majority of the members of the Board at a meeting of the Board shall constitute a quorum for the transaction of the business of the Board. Each Board member shall be entitled to vote on all matters brought before the Board for a decision. A majority of the total votes cast by Board members at a meeting at which a quorum is present, shall constitute the approving action of the Board.

4.1.7. Minutes. The Board shall cause to be kept minutes of all meetings of the Board. As soon as possible after each meeting, a draft copy of the minutes shall be forwarded to the Board.

4.1.8. Notice of Meetings. Notice to Board members shall be sufficient if delivered in writing or by e-mail one week in advance, at the address or e-mail address which shall be required to be provided by each Board member to the Council.

4.1.9. Requests for Information. The Board shall see that all of its Members are informed regarding all activities of the Council and, accordingly, shall cause a copy of all materials to be considered at a meeting by the Board to be delivered one week in advance of the meeting to the individual Board members and to such other persons as the Member may request in writing, in such manner as it deems appropriate, including meeting agendas and minutes of past meetings.

4.1.10 Board Powers and Duties. The Board shall have the following powers and

duties: (i) the power to elect the Chair and Vice Chair of the Board; (ii) the power to recommend proposed changes to this Agreement that must be approved by the Members' governing bodies; (iii) the power to adopt budgets, work plans, amendment of budgets or the allocation or reallocation of budgeted amounts between budget categories; (iv) the power to establish rules and guidelines governing its own conduct; and (v) the power to govern, administer and implement directly or indirectly the powers, purposes and functions for which the Council was created.

4.1.11 Records. The records of the Council shall be made available to the governing body and/or legal counsel of each Member upon written request.

4.1.12. Annual Work Plan. The Board shall establish an Annual Work Plan ("Work Plan"), which shall serve as a guideline for the Council's activities and the basis for the levy of assessments by CUWCD pursuant to Section 4.2.2(a) for the upcoming fiscal year. The Work Plan will also identify long-range plans and objectives to be used for directing the efforts of the Council and as the basis of estimating future assessment obligations of the Members. The Board shall consider related studies performed by the public or private entities in its review of the Work Plan. The Board will approve the Work Plan by March 15 of each year for the ensuing fiscal year beginning on July 1, and submit copies to each Member.

4.2. Council Administrator.

4.2.1. Designated Council Administrator. Pursuant to Section 11-13-207 of the Act, the Central Utah Water Conservancy District ("CUWCD"), is hereby designated and authorized to act as the Council Administrator.

4.2.2. Powers and Duties. The Council hereby delegates to CUWCD, in its capacity as Council Administrator, the following powers and duties:

(a) To levy assessments against the Members for the purpose of generating revenues sufficient to accomplish the purposes of the Council, which revenue shall be collected and separately accounted for by CUWCD on its books and financial records;

(b) To apply for, receive and administer federal, state and local grants, and other private grants and donations from private persons and organizations to be utilized in accomplishing the purposes and powers of the Council;

(c) To disperse funds and incur such financial obligations in behalf of the Council as shall be determined by the Board to be in the best interest of the Council and its Members; and

(d) Within the limits of revenues received, to employ agents and consultants, and to make and enter into contracts in behalf of the Council, including, without limitation, contracts with the federal government; the State of Utah; any county, municipality, local district or other governmental agency; any private foundation or organization; any business or other entity; and/or any individual; which

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are deemed by the Board to be in furtherance of the purpose and powers of the Council, as approved by the Board in its sole discretion,

4.2.3. Obligations Inure to the Council, not its Members. No obligation, debt and/or liability of the CUWCD acting in behalf of the Council shall constitute an obligation, debt or liability of any of the Council's individual Members.

4.2.4. Procedures.

(a) Procurement Procedures. All services and materials procured by CUWCD in behalf of the Council shall be procured pursuant to the rules, regulations and policies of CUWCD in conformance with applicable State law.

(b) Financial Procedures. The financial affairs of CUWCD, acting in its capacity as the Council Administrator, shall be conducted in compliance with the provisions of Utah Code Ann. §17B-1-601, Fiscal Procedures for Local Districts, and generally accepted accounting principles for governmental entities. CUWCD shall promulgate appropriate policies for the accounting, methods of maintaining accounts, the payment of obligations, the preparation of annual budgets, and all other financial affairs with respect to its responsibilities as the Council Administrator.

4.2.5. Financial Records; Fiscal Year.

(a) Financial Records. CUWCD shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets, liabilities, receipts, and disbursements pertaining to its responsibilities as Council Administrator. Financial reports shall be provided to the Members at least twice a year. All financial records which are maintained by the District in its capacity as the Council Administrator shall be open during all reasonable business hours for inspection by duly authorized representatives of each Member and shall be deemed to be public records under applicable Utah law.

(b) Fiscal Year. The Council shall operate on, and all funds of the Council shall be accounted for, on a fiscal year basis, commencing on July 1 and ending on June 30 of each year.

4.2.6. Member Approval of Assessments; Subject to Availability of Funds.

(a) All assessments levied by CUWCD against each Member shall be subject to approval by the governing body of each Member as a condition to its obligation of payment, subject to the provisions of Section 2.3 herein.

(b) The obligation of any Member to pay assessments or otherwise contribute to the funding of the Council as provided herein is subject to the availability and annual appropriation of funds by that Member's governing body. Each Member nevertheless agrees to act in good faith in fulfilling its funding obligations hereunder.

ARTICLE V
LIABILITIES AND OBLIGATIONS

5.1. Governmental Immunity. In entering into this Agreement, the Members do not waive, and are not waiving, any immunity provided to the Members or their officials, employees, or agents by the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code, or by other law.

5.2. Waiver of Obligations. This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law.

5.3. Obligations Special and Limited. The obligations entered into by each Member pursuant to this Agreement are special limited obligations of each Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers.

ARTICLE VI
TERM

The term of this Agreement shall begin on the Effective Date and be perpetual unless this Agreement is sooner terminated by dissolution pursuant to the provisions of Section 8.1 herein, or by operation of law.

ARTICLE VII
DISSOLUTION OF THE COUNCIL

7.1. Dissolution of the Council by Vote. The Council may be dissolved at any time pursuant to a resolution of dissolution submitted by the governing bodies of two-thirds (2/3) of the then current Members.

7.2. Powers of Board Upon Dissolution. The Board is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of the Council consistent with and subject to the limits of this Agreement.

7.3. Division of Assets. Upon dissolution and after payment in full of all outstanding Council obligations, the Board shall equitably disburse the assets of the Council, if any, to the then current Members. After deducting costs, any assets jointly shared shall be disbursed pro rata among the Members, unless otherwise agreed by the Members.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1. Complete Agreement. The foregoing constitutes the full and complete Agreement of the
{01086981-1}

Members with respect to the subject matter hereof. There are no oral understandings or agreements with respect thereto which are not set forth in writing herein.

8.2. Binding Effect. This Agreement shall bind the Members and their respective successors-in-interest.

8.3. Amendment. This Agreement may be amended at any time by the written approval of two-thirds (2/3) of the then current Members signatory to it.

8.4. Prohibition Against Assignment. No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any asset of the Council.

8.5. Severability Clause. In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

8.6. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

8.7. Breach of Agreement. The failure of a Member to substantially comply with the material terms and conditions of this Agreement shall constitute a breach of this Agreement. A Member shall have thirty (30) days after receipt of written notice to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. After notice, if corrective action is not taken, the Board may take appropriate action including revocation of the breaching Member's membership.

8.8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.9. Warranty of Authority. The individuals executing this Agreement on behalf of the Members hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Members and that the respective Members have agreed to be and are bound hereby.

ARTICLE IX ATTORNEY APPROVAL; RECORDS FILING

9.1. Attorney Approval. This Agreement shall be submitted to an authorized attorney for each Member for approval as to form in accordance with Utah Code Ann. Section 11-13-202.5(3).

9.2. Records Filing. A copy of this duly executed Agreement shall be placed on file in the {01086981-1}

RESOLUTION NO. 2025-04-02

**RESOLUTION APPOINTING CERTAIN INDIVIDUALS TO SERVE AS
CENTRAL UTAH WATER CONSERVANCY DISTRICT'S REPRESENTATIVE
AND ALTERNATE REPRESENTATIVE ON THE GOVERNING BOARD OF THE
NORTH UTAH COUNTY AQUIFER COUNCIL.**

WHEREAS, Central Utah Water Conservancy District and certain northern Utah County cities, including Pleasant Grove City, American Fork City, Highland City, Alpine City, Lehi City, Lindon City, City of Cedar Hills and Orem City (collectively "Members") participate with the North Utah County Aquifer Council by interlocal agreement to study, encourage, review, coordinate, and assist in facilitating the ongoing planning, funding, and development of groundwater resources by its Members, including possible recharge and recovery projects, in northern Utah County; and

WHEREAS, the North Utah County Aquifer Council is governed by a Council consisting of a representative from each of the Members; and

WHEREAS, Central Utah Water Conservancy District ("District") is a Member of the North Utah County Aquifer Council; and

NOW, THEREFORE, BE IT RESOLVED that the governing board of the District, hereby appoints Bruce Ward, P.E. and Shaun Hilton, P.E. to serve as the District's representative and alternate representative, respectively, to the North Utah County Aquifer Council.

APPROVED AND ADOPTED by the Central Utah Water Conservancy District Board of Trustees this 23 day of April, 2025.

CENTRAL UTAH WATER CONSERVANCY DISTRICT

Attest:

By: ABrennan

Chair

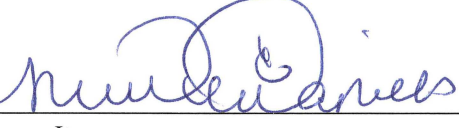
Shaun Hilton
Secretary

SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

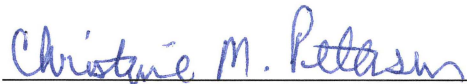
IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

PLEASANT GROVE CITY

By 
Its:

Date: 2/7/2017

APPROVAL AS TO FORM:

By 
Attorney

ROLL CALL

VOTING	YES	NO
Mayor Mike Daniels (votes only in case of tie)		
Dianna Andersen (Council Member)	✓	
Eric Jensen (Council Member)	✓	
Cyd LeMone (Council Member)	✓	
Ben Stanley (Council Member)	✓	
Lynn Walker (Council Member)	✓	

Resolution No. 2017-07 Date Approved: Feb 7, 2017

Ben Stanley
Motion by:

Lynn Walker
Seconded by:

Kathy T. Kresser
Kathy T. Kresser, MMC
City Recorder

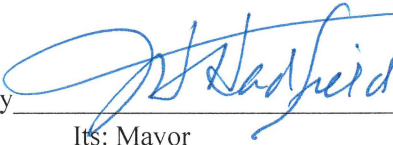


SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

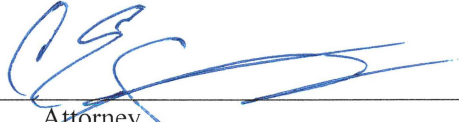
IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

AMERICAN FORK CITY

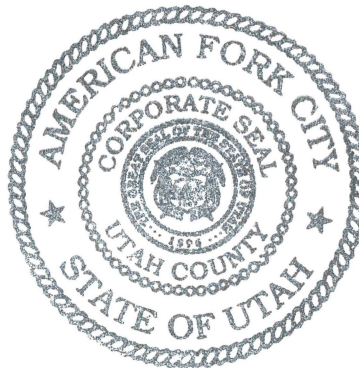
By 
Its: Mayor

Date: February 28, 2017

APPROVAL AS TO FORM:

By 
Attorney

Attest: 
City Recorder

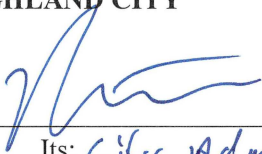


SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

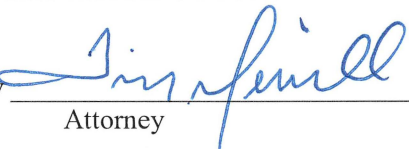
IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

HIGHLAND CITY

By 
Its: City Administrator

Date: January 11, 2017

APPROVAL AS TO FORM:

By 
Attorney

SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

ALPINE CITY

By

Its:

Date:

APPROVAL AS TO FORM:

By

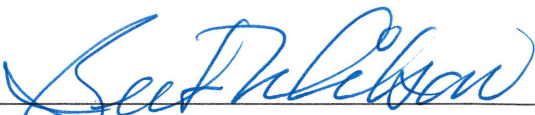
Attorney

SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

LEHI CITY

By 
Its:

Date: 12-19-16

APPROVAL AS TO FORM:

By 
Attorney

**VINEYARD CITY
RESOLUTION NO. 2026-42**

**A RESOLUTION AUTHORIZING BECOMING A MEMBER OF
THAT CERTAIN INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL,
ACCORDING TO THE TERMS THEREOF, AND RELATED MATTERS**

WHEREAS, Vineyard City, is a political subdivision created under the Municipal Code of the State of Utah for the purpose, among other things, of constructing water works and securing, providing and protecting a municipal water supply for its citizens, including extraterritorial jurisdiction with respect to the same; and

WHEREAS, the City recognizes the critical inter-relationship between the groundwater and surface water sources of supply in northern Utah County, and has a considerable interest in the management, protection and conjunctive development of these water resources among those holding and owning rights in and to the use of the water developed from these sources of water supply; and

WHEREAS, by Interlocal Agreement dated December 9, 2009 (the “Association Interlocal Agreement”), the District and certain northern Utah County cities, including Pleasant Grove City, American Fork City, Highland City, Alpine City, Lehi City, and Saratoga Springs City (the “Association Cities”), created the North Utah County Aquifer Association (the “Association”), for the purpose of performing a feasibility study as to the potential for recharging the groundwater in northern Utah County in accordance with the Utah Groundwater Recharge and Recovery Act; and

WHEREAS, the feasibility study having been completed in May, 2012, the District and the Association Cities, as the members of the Association, unanimously determined it to be in their collective best interest to terminate the Association Interlocal Cooperation agreement and dissolve the Association; and

WHEREAS, certain northern Utah County cities, including Pleasant Grove, American Fork City, Highland City, Alpine City, Lehi City (the “Council Cities”) and the District entered into an Interlocal Agreement (the “North Utah County Aquifer Council Interlocal Agreement”), dated February 28th, 2017, a copy of which is attached hereto, the purpose of which is to create, in place of the Association, an interlocal council (the “North Utah County Aquifer Council”), as a non-legal entity, the purpose and function of which is to study, encourage, review, coordinate, and assist in facilitating the ongoing planning, funding, and development of groundwater resources by its members, including possible recharge and recovery projects, in northern Utah County; it being the express purpose and intent of the District and the Council Cities, however, that all such projects be financed, designed, constructed, operated and maintained by the Council Cities and/or the District, individually or collectively, as the case may be, pursuant to separate interlocal agreements related to each such project; and

WHEREAS, paragraph 2.5 of the Interlocal Agreement provide for subsequent Membership of prospective members in the North Utah County Aquifer Council and become signatories to the Interlocal Agreement, pursuant to conditions duly established by the Board, on a case by case basis, which has occurred in a Council meeting in August 2026.

NOW THEREFORE, BE IT RESOLVED as follows:

1. _____ is hereby authorized to become a member of the North Utah County Aquifer Council, to participate on its governing board, and to execute the North Utah County Aquifer Council Interlocal Agreement creating and governing for the same, in accordance with the terms thereof.
2. _____ is hereby appointed to serve as the Member representative on the Council on behalf of the City, with _____, to serve as the alternate Member representative.
3. This Resolution shall be effective immediately upon execution hereof.

PASSED AND APPROVED this _____ day of _____, 2026.

By Mayor Zack Stratton

CERTIFICATION

I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council of Vineyard on _____, 2026.

By Robin Bond, City Recorder

VOTING	YES	NO	ABSENT	ABSTAIN
Mayor Zach Stratton (votes only in case of a tie)				
Council Member Jacob Holdaway				
Council Member David Lauret				
Council Member Parker McCumber				
Council Member Chip Price				
Council Member Jacob Wood				

SIGNATURE PAGE

**INTERLOCAL AGREEMENT
CREATING THE NORTH UTAH COUNTY AQUIFER COUNCIL**

Subsequent Membership to Council

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement upon an approving resolution duly and lawfully passed to become effective on the Effective Date first set forth above.

CITY OF VINEYARD

By _____

Its:

Date: _____

APPROVAL AS TO FORM:

By _____

Attorney

VOTING	YES	NO	ABSENT	ABSTAIN
Mayor Zach Stratton (votes only in case of a tie)				
Council Member Jacob Holdaway				
Council Member David Lauret				
Council Member Parker McCumber				
Council Member Chip Price				
Council Member Jacob Wood				

Resolution # _____

Date Approved _____

City Recorder

RESOLUTION NO. 2026-36

A RESOLUTION OF THE VINEYARD CITY COUNCIL OPPOSING THE GENEVA RETENTION POND EXCHANGE AND REQUESTING A PUBLIC MANAGEMENT PLAN

WHEREAS, Utah owns approximately 61.39 acres of former Geneva Steel retention-pond property on Vineyard’s Utah Lake shoreline (the “Property”), and the Division of Forestry, Fire and State Lands (“FFSL”) proposes to lease that public land for 99 years in exchange for land near Springville;

WHEREAS, the City supports prompt, lawful cleanup and remediation of the Property, restoration of its shoreline and habitat, and safe public access to Utah Lake;

WHEREAS, the proposed exchange would substantially contradict years of published City planning, including Vineyard’s 2019 General Plan and 2022 North Waterfront Plan, both of which envision public open space, trails, shoreline access, and low-impact recreation at or near the ponds;

WHEREAS, the September 2026 Site-Specific Plan identifies needed cleanup and access improvements but does not establish that private development of the Property is necessary to accomplish them;

WHEREAS, the proposed exchange outlines easements and trails which would provide routes through and along the Property, but reserves most of the land for future private development, and leaves substantially less space for public use and limits the State’s management opportunities as Vineyard grows; and

WHEREAS, the public interest in a restored urban lakefront includes the ability to manage the land itself for recreation, habitat, heritage, and future needs, not merely passage across it;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD, UTAH, AS FOLLOWS:

Section 1. Opposition to the exchange. The Council opposes the proposed exchange and 99-year private development lease. FFSL should cancel the exchange. Cleaning up public land does not require placing most of it under private control for nearly a century; the Site-Specific Plan has not demonstrated otherwise.

Section 2. Public management alternative. The Council calls on FFSL to retain the Property and work with Vineyard City on a management plan for remediation, shoreline restoration, habitat, meaningful public use, and interpretation of Geneva Steel history. FFSL should evaluate that alternative against the exchange using the Property’s foreseeable condition after cleanup, not only its present industrial condition, and account for the City’s General Plan and waterfront design work. The City is prepared to participate in that planning.

Section 3. Heritage and access. The management plan should consider Councilmember Jacob Wood’s Geneva Heritage Park concept. A public landscape interpreting the site’s steelmaking history and World War II contributions would have a clearer connection to that history than residential buildings or a surf park—the only potential uses developer representatives have publicly identified for this Property. The Council further finds that trails and access easements, while useful, cannot replace the public’s opportunity to use and shape the larger shoreline parcel over time.

Section 4. RDA remediation funding. If FFSL nevertheless approves the exchange, the Council calls on the Vineyard Redevelopment Agency to deny discretionary funding for remediation that would facilitate the proposed long-term private development of the Property. The RDA must evaluate its existing agreements and legal obligations and vote separately; this Council resolution does not amend or terminate any RDA commitment.

Section 5. Transmittal and effective date. The City Recorder shall transmit this resolution to FFSL for inclusion in the record on the Site-Specific Plan and proposed exchange. This resolution takes effect upon adoption.

PASSED AND ADOPTED by the Vineyard City Council this ____ day of _____, 2026.

Zack Stratton, Mayor

ATTEST:

Robin Bond, City Recorder

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Jacob Holdaway	_____	_____	_____	_____
David Lauret	_____	_____	_____	_____
Parker McCumber	_____	_____	_____	_____
Chip Price	_____	_____	_____	_____
Jacob Wood	_____	_____	_____	_____