

# NOTICE OF PUBLIC MEETING

**TO THE PUBLIC AND RESIDENTS OF VERNAL CITY:** Notice is hereby given that the **VERNAL CITY COUNCIL** will hold a regular meeting on *Wednesday, July 6, 2022 at 7:00 p.m.* in the Vernal City Council Chambers at 374 East Main St, Vernal, Utah.

## A G E N D A

**7:00 P.M.**

### **OPENING CEREMONY**

1. Invocation or Uplifting Thought
2. Pledge of Allegiance

### **STANDING BUSINESS**

1. Approval of the Minutes of June 15, 2022 Regular Meeting
2. Approval of the Minutes of the June 29, 2022 Special Meeting

### **PUBLIC BUSINESS**

1. Request for Funding for a Regional Tournament Community Event - Dan Mortenson
2. Request for Funding for Friends Against Family Violence Conference - Cassie Obrien

### **POLICY AND LEGISLATION**

1. Consider Approval of Contract with Chivcon and Notice to Proceed for Zion's Block Utility Construction Project- Keith Despain
2. Request for Approval of GBS Agreement – Quinn Bennion
3. Consider Creation of Special Assessment Area – Resolution No. 2022-15 - Quinn Bennion
4. Consider Approval of Notice of Assessment and Board of Equalization Hearing – Quinn Bennion
5. Appoint the Board of Equalization for the Special Assessment Area – Quinn Bennion

### **ADMINISTRATIVE REPORTS**

### **ADJOURN**

NOTE: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Quinn Bennion, 374 East Main, Vernal, Utah 84078 or phone (435)789-2255 at least three days before the meeting.

## MEMORANDUM

**TO:** Mayor & City Council

**FROM:** Quinn Bennion, City Manager

**RE:** *Agenda Items for July 6, 2022 Council Meeting*

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### PUBLIC BUSINESS

1. **Request for funding for a community event – Regional Tournament** – Dan Mortensen
2. **Request for Funding for Friends Against Family Violence Conference** – Cassie Obrien

### POLICY AND LEGISLATION

1. **Consider Approval of Contract with Chivcon and Notice to Proceed for Zion’s Block Utility Construction Project** – Keith Despain. This is the first public project for the downtown plan implementation. Council approved the Notice of Award at the special meeting last week. Two bids were received. Council approved the bid from Chivcon.
2. **Request for Approval of GBS Agreement** – Quinn Bennion. The City uses GBS for benefits consulting. GBS has been providing this service for over 10 years. This standard agreement formalizes the scope of services and disclaimers. There is not a term on this agreement or arrangement.
3. **Consider Creation of Special Assessment Area (SAA) – Resolution No. 2022-15** – Quinn Bennion. This action is another step in the creation of the downtown SAA.
4. **Consider Approval of a Notice of Assessment and Board of Equalization Hearing** – Quinn Bennion. Notices will be sent to the property owners within the SAA informing them of the assessment criteria and amount and the notice of the Board of Equalization hearings.
5. **Appoint the Board of Equalization for the Special Assessment Area** – Quinn Bennion. Per state statute, the establishment of the SAA requires the creation of a Board of Equalization. The Board meets three consecutive days to allow those impacted by the SAA assessment to share their views of an unfair assessment. It is recommended that the City Council appoint the Board of Equalization with a representative of the Council (City Manager or Assistant City Manager), a representative of the Treasurer’s office and a representative of the Engineer or project manager’s office. Those fulfilling these appointments will likely be Obern Mayes, Allen Parker and Keith Despain.

**M**INUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD  
JUNE 15, 2022 at 7:00 p.m. in the Vernal City Council room, 374 East Main, Vernal,  
Utah 84078.

**PRESENT:** Councilmembers Nicholas Porter, Robin O’Driscoll, Dave Everett, Ted Munford, and Corey Foley and Mayor Doug Hammond.

**WELCOME:** Mayor Doug Hammond welcomed everyone to the meeting. He read a short message explaining how to get an item on the agenda.

**INVOCATION OR UPLIFTING THOUGHT:** The invocation was given by Councilmember Dave Everett.

**PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Councilmember Nicholas Porter.

**APPROVAL OF CITY COUNCIL SPECIAL BUDGET WORKSHOP MEETING MINUTES OF JUNE 1, 2022:** *Councilmember Robin O’Driscoll moved to approve the minutes of the June 1, 2022 special budget meeting. Councilmember Nick Porter seconded the motion. The motion passed with Councilmembers Everett, O’Driscoll, Munford, Foley and Porter voting in favor.*

**APPROVAL OF CITY COUNCIL REGULAR MEETING MINUTES OF JUNE 1, 2022:** *Councilmember Corey Foley moved to approve the minutes of June 1, 2022 regular meeting. Councilmember Dave Everett seconded the motion. The motion passed with Councilmembers Everett, O’Driscoll, Munford, Foley and Porter voting in favor.*

**REQUEST FOR APPROVAL OF SALARY SCHEDULE UPDATE - RESOLUTION NO. 2022-13:** Quinn Bennion stated that this resolution relates to the FY2023 budget. Modifications are being recommended to the salary schedule of the City by increasing the ranges by 5%. This does not translate to 5% increase to the employees, just the range. It will affect newly hired employees or someone at the top of their scale to give them the opportunity to increase. The staff conducted a market study using sixteen similar entities and based on that study some grade changes were made. For example positions that were out of market such as police officers, the grade was changed and that does require a wage change. One item that was added at the last minute was the salary for the judge. The City received a letter from the State Court Administrator advising what the salary and range needs to be for that position. Also, the Council did discuss, at length, a small stipend for the Planning Commission members and that has been added to the salary schedule. *Councilmember Ted Munford stated that a lot of research went into this topic and adjustments need to be made where the salaries are low. He moved to approve Resolution No. 2022-13. Councilmember Nickolas Porter seconded the motion. The motion passed with the following roll call vote:*

- Councilmember Munford.....aye;*
- Councilmember O’Driscoll.....aye;*
- Councilmember Everett .....aye;*

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46 *Councilmember Porter* .....aye;  
47 *Councilmember Foley*..... aye.

48  
49 **CONSIDER APPROVAL OF WATER / SEWER FEE INCREASE - RESOLUTION**  
50 **NO. 2022-14:** Keith Despain explained this is a proposal to increase the water rate for City  
51 customers by \$1 a month. The water system is very aged and the revenue is not quite enough to  
52 keep up with the needs. The staff has been looking for grants to help with needed upgrades and  
53 has recently applied for a \$5 million dollar funding package with the CIB. Councilmember Ted  
54 Munford asked how the City’s utility rates compare to other cities of similar size. Quinn Bennion  
55 stated the City is in the middle of the pack. Keith Despain stated the rates along the Wasatch Front  
56 are quite high. Councilmember Ted Munford asked if the overage cost was being increased.  
57 Quinn Bennion answered not at this time although the Council may want to look at that in the  
58 future for water conservation. Keith Despain commented that the State Board of Drinking Water  
59 recommends a tiered structure for usage. Carl Morton stated the City Treasurer is also  
60 recommending a tiered structure that will help citizens such as the elderly who use less water.  
61 Councilmember Nick Porter agreed it makes sense to charge those that are using the system the  
62 most. Quinn Bennion explained the comparison of water and sewer rates is difficult as some use  
63 property tax rates as well as their fees to pay for their systems. After further discussion,  
64 *Councilmember Ted Munford moved to approve Resolution No. 2022-14. Councilmember Robin*  
65 *O’Driscoll seconded the motion. The motion passed with the following roll call vote:*

66 *Councilmember Munford*.....aye;  
67 *Councilmember O’Driscoll*.....aye;  
68 *Councilmember Everett* .....aye;  
69 *Councilmember Porter* .....aye;  
70 *Councilmember Foley*..... aye.

71  
72 **PUBLIC HEARING: REQUEST APPROVAL OF MINOR SUBDIVISION, FOR**  
73 **PROPERTY LOCATED AT 1089 EAST HWY 40 DAVID AND ANNETTE HAAKINSON,**  
74 **NLW INC:** Allen Parker provided a copy of the plat to split the property located at 1089 East  
75 Highway 40 into two parcels. One parcel is the former Cracked Pot restaurant and the other lot is  
76 the vacant land off the back. The purpose of the lot split is so the back parcel can be sold. The  
77 Planning Commission held a public hearing where there were no public comments. The Planning  
78 Commission is forwarding a positive recommendation. Councilmember Ted Munford asked if  
79 the property taxes are current on this property. Allen Parker answered that he does not know,  
80 however, the County Treasurer must sign off on the plat. Mayor Doug Hammond clarified that the  
81 zoning remains commercial on both parcels. Allen Parker answered yes. Mayor Doug  
82 Hammond opened the public hearing to receive public comments. There being no public  
83 comments the public hearing was closed. *Councilmember Nick Porter moved to approve this*  
84 *minor subdivision request from David and Annette Haakinson. Councilmember Corey Foley*  
85 *seconded the motion. The motion passed with the following roll call vote:*

86 *Councilmember Munford*.....aye;  
87 *Councilmember O’Driscoll*.....aye;  
88 *Councilmember Everett* .....aye;  
89 *Councilmember Porter* .....aye;

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90            *Councilmember Foley*..... *aye.*

91

92 **PUBLIC HEARING: REQUEST TO CONSIDER REZONING PROPERTY AT 395**  
93 **SOUTH VERNAL AVENUE FROM CP-2 TO R-3 - GREG & MARY WALKER –**  
94 **ORDINANCE NO. 2022-09:** Mayor Doug Hammond opened the public hearing for this item.

95 Allen Parker explained the City received a request to rezone property from the CP-2 planned  
96 commercial zone to a R-3 residential zone. A map was presented showing the location of the  
97 property and the different zones surrounding it. The property is actually along 400 South Street.  
98 The address has created confusion although it is in the process of being changed with a  
99 reconfiguration of the property line. This parcel adjoins both the CP-2 zone and the R-3 zone and  
100 is designated in the general plan as mixed use. The Planning Commission reviewed this request  
101 and is forwarding a positive recommendation. Councilmember Ted Munford asked why the  
102 property owner is making this request.

103

104 Brad Walker, property owner, explained he purchased the property with the bus garage to the north  
105 and that is where his business base is. He would like to live next to it and the R-3 zone allows him  
106 to build either a single family home or a 4-plex. Allen Parker stated there were a few negative  
107 comments during the Planning Commission hearing, and those concerns were addressed.  
108 Councilmember Nick Porter noted that there are several 4-plex’s in that area. Quinn Bennion  
109 stated this request is actually a down zone.

110

111 George Walker stated his son has been storing items in his backyard and this will allow him to  
112 work and live in the same area. Right now this is an empty lot collecting weeds.  
113 Councilmember Dave Everett expressed that this would be a win-win for the neighborhood.

114

115 There being no further public comments, Mayor Doug Hammond closed the public hearing.  
116 *Councilmember Dave Everett moved to approve Ordinance No. 2022-09 approving the rezone*  
117 *request. Councilmember Ted Munford seconded the motion. The motion passed with the*  
118 *following roll call vote:*

119            *Councilmember Munford*..... *aye;*

120            *Councilmember O’Driscoll*..... *aye;*

121            *Councilmember Everett* ..... *aye;*

122            *Councilmember Porter* ..... *aye;*

123            *Councilmember Foley*..... *aye.*

124

125 **PUBLIC HEARING: COMMUNITY IMPACT BOARD FUNDING APPLICATION FOR**  
126 **PLANNING GRANT:** Quinn Bennion reminded the Council of the application being submitted

127 to the Community Impact Board (CIB) for funding to complete a feasibility study for a district  
128 heating and cooling system. This public hearing is to inform the community of the financial  
129 commitment that is being contemplated. Planning grants from the CIB are smaller in scale and  
130 require a 50% match. The cost to the City for this project is \$40,000 and no loans are needed.  
131 This study is exciting and unique with the Basin being considered the energy leaders in the State,  
132 and this project is the next generation for energy using a geothermal system. This idea came up to  
133 explore as the City is making many downtown improvements and will include tearing up many

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134 streets to install new water and sewer lines so it would be a good time to add geothermal lines.  
135 The City Hall building has a geothermal system that uses ground source wells with fluid and heat  
136 pumps to transfer heat or cold. It is a more efficient system that has been around for decades.  
137 The initial concept for the study is to see if that type of energy system can be used on a larger scale.  
138 There are other Universities that use this type of system; however, this study will be to determine  
139 the feasibility of using these lines for entire blocks with anchor sites such as the hospital,  
140 government buildings and data center. The main goal is to reduce heating and cooling costs by  
141 50% and reduce energy use during peak times. Mayor Doug Hammond opened the public  
142 hearing to receive public comments.

143  
144 Uintah County Commissioner Bart Haslem endorsed this project. He stated the County has been  
145 working with Quinn Bennion on this project and would like to see if this type of system will reduce  
146 energy costs in buildings in the downtown area. He noted that the oil and gas industry are big  
147 players in the community, however, this would be a good project to help with the revitalization of  
148 downtown.

149  
150 Councilmember Ted Munford clarified that this grant does not go toward implementation, and will  
151 help the Council make a decision if this concept is financially promising. Quinn Bennion agreed  
152 and stated this may be interesting to other communities across the State and nation.

153  
154 Councilmember Corey Foley stated the \$40,000 investment is a good idea. He asked if there were  
155 any other groups willing to join in the planning stage. Quinn Bennion answered that the City is  
156 the applicant for the grant and has to commit the funding. Councilmember Nick Porter agreed  
157 there is enough potential to be worth the investment. Commissioner Bart Haslem stated he would  
158 put this on the agenda for the County Commission meeting and talk about participating in the cost.

159  
160 Councilmember Robin O'Driscoll asked when there will be an answer from the CIB if the funding  
161 is approved. Quinn Bennion answered it should be about a month.

162  
163 Keith Despain, Vernal City Public Works Director, indicated this is a new concept for a  
164 municipality. With the improvements to downtown, tearing up roads and upgrading utilities, the  
165 timing is good right now to be visionary to provide more efficient energy for high use buildings.

166  
167 Brad Walker, Vernal resident, expressed his support for geothermal energy. He noted that these  
168 types of projects are usually considered by engineers that are close minded and asked the Council  
169 to think outside the box such as adding electric car stations along with HVAC systems. He  
170 commented that \$40,000 seems like a lot of money for a research project. Quinn Bennion  
171 reported that it is anticipated the cost of the study will be split into four different areas of expertise  
172 including geothermal civil engineering to look at flows and size of pipes, drilling expertise, solar  
173 component to reduce costs of the pumps, and back-up systems.

174  
175 Brad Walker pointed out that with a geothermal envelope, those systems can also be used for new  
176 construction and the planning should look at future development.

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177  
178 There being no further public comment, Mayor Doug Hammond closed the public hearing.  
179

180 **REQUEST TO ADOPT FY23 BUDGET - ORDINANCE NO 2022-10:** Carl Morton reminded  
181 the Council that a public hearing was held to receive public comment on the upcoming budget.  
182 The numbers are basically the same except for a few small items. Councilmember Ted Munford  
183 expressed his appreciation to the staff as this reflects a lot of hard work over the years to be diligent  
184 to save funds. Councilmember Corey Foley acknowledged there has been a lot of tough decisions  
185 in the past to provide services to the community. He asked everyone to consider shopping locally  
186 as this affects the budget. Councilmember Dave Everett stated this has been a refreshing budget  
187 session compared to the last few years. Councilmember Nick Porter agreed stating it has been  
188 very painful in the past and it is good to see more funds. *Councilmember Robin O'Driscoll moved*  
189 *to adopt the budget and approve Ordinance No. 2022-10. Councilmember Nick Porter seconded*  
190 *the motion. The motion passed with the following roll call vote:*

- 191 *Councilmember Munford.....aye;*  
192 *Councilmember O'Driscoll.....aye;*  
193 *Councilmember Everett .....aye;*  
194 *Councilmember Porter .....aye;*  
195 *Councilmember Foley.....aye.*

196  
197 **CONSIDER APPROVAL OF NOTICE OF AWARD FOR 500 WEST SAFE SIDEWALK**  
198 **PROJECT:** Keith Despain explained to the Council that unfortunately this project needs to be  
199 adjusted as there were no bids submitted. A pre-bid meeting was held and 3 contractors attended  
200 and others expressed interest. The contractors were contacted to see why they did not bid and the  
201 main concern is the uncertainty of getting concrete and the quick timeline. Also, the City requires  
202 a two-year warranty which is an issue. Councilmember Ted Munford asked what they are  
203 recommending. Keith Despain stated the industry standard is one year. Under City procedures,  
204 when this happens the staff is able to negotiate directly with a contractor. However, because this  
205 project is funded through UDOT, there may be other steps that need to be taken. Quinn Bennion  
206 stated the options are to wait for a more favorable time, rebid, or negotiate directly with an  
207 available contractor. He suggested the City go with the contractor that is doing another project  
208 for the City. Councilmember Dave Everett asked if there was a timeline to spend the funds. Keith  
209 Despain answered yes, although UDOT has acknowledged that the project is moving forward.

210  
211 **DISCUSSION REGARDING THE SAFE STREETS AND ROADS FOR ALL (SS4A)**  
212 **GRANT APPLICATION:** Keith Despain explained that the USDOT is allocating \$1 billion  
213 dollars over the next five years for transportation projects. Applicants have to have an action plan  
214 which the City does not currently have an entire plan, only pieces of it. The allocation includes  
215 40% of the funding to develop the action plan. A good strategic move would be to apply for  
216 implantation funding over planning. However, the City will need to hire a firm to complete the  
217 plan in order to apply for project funding in the fall. Quinn Bennion stated the hope is to get  
218 funding for alternate modes of transportation, such as the downtown walkways. Councilmember  
219 Corey Foley stated that \$60 million dollars could enter the State of Utah. He asked what the cost

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220 could be for the plan. Keith Despain answered there is no firm number yet, although it is  
221 estimated to be \$30,000 to \$40,000. Councilmember Nick Porter stated he liked the approach to  
222 be a step ahead of other cities. Quinn Bennion stated although these funds are geared toward  
223 larger cities, they do encourage rural and tribes to apply. Councilmember Robin O’Driscoll  
224 agreed it would be a smart move to apply for implementation. Keith Despain noted that UDOT is  
225 excluded. Quinn Bennion stated he will report back after getting information form firms that are  
226 able to complete the plan.

227  
228 **CONSIDER APPROVAL OF SOFTWARE LICENSE & SUPPORT CONTRACT WITH**  
229 **PELORUS METHOD:** Carl Morton reminded the Council that five bids were received for  
230 financial software and two of the five were invited to give presentations. Those two companies  
231 are Caselle and Pelorus. The City currently uses Caselle which is more costly while Pelorus  
232 seems to have more of what is wanted and needed. He recommended the City contract with  
233 Pelorus. *Councilmember Ted Munford moved to approve the software license and contract with*  
234 *Pelorus. Councilmember Robin O’Driscoll seconded the motion. The motion passed with the*  
235 *following roll call vote:*

- 236 *Councilmember Munford.....aye;*
- 237 *Councilmember O’Driscoll.....aye;*
- 238 *Councilmember Everett .....aye;*
- 239 *Councilmember Porter .....aye;*
- 240 *Councilmember Foley.....aye.*

241  
242 **CONSIDER APPROVAL OF AGREEMENT WITH ATTORNEY FOR DEFENSE**  
243 **COUNSEL SERVICES:** Allen Parker reminded the Council that the City provides defense  
244 services for those in the justice court who cannot provide their own legal defense. Currently  
245 Jordan VanOostendorf provides those services. He requested an increase to his fee last year and  
246 the Council approved a partial one. This contract is the same as last year and he has not indicated  
247 yet if that amount is acceptable. The contract expires the end of June. Councilmember Corey  
248 Foley asked who determines who can afford an attorney and who cannot. Allen Parker answered  
249 it is the Judge’s discretion. After further discussion, *Councilmember Nick Porter moved to*  
250 *approve the contract for defense services. Councilmember Ted Munford seconded the motion.*

- 251 *The motion passed with the following roll call vote:*
- 252 *Councilmember Munford.....aye;*
  - 253 *Councilmember O’Driscoll.....aye;*
  - 254 *Councilmember Everett .....aye;*
  - 255 *Councilmember Porter .....aye;*
  - 256 *Councilmember Foley.....aye.*

257  
258 **REQUEST TO AMEND THE VERNAL CITY PERSONNEL POLICIES AND**  
259 **PROCEDURES SECTION 4.01.030 -PAY FOR PERFORMANCE - RESOLUTION NO.**  
260 **2022-12:** Quinn Bennion explained this is a small change to clarify the pay for performance policy.  
261 The current policy requires the wage change to happen in July and this year that is not possible.  
262 This simpler wording will not be so confusing. *Councilmember Ted Munford moved to approve*

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263 *Resolution No. 2022-12 as presented. Councilmember Corey Foley seconded the motion. The*  
264 *motion passed with the following roll call vote:*

- 265 *Councilmember Munford.....aye;*
- 266 *Councilmember O’Driscoll.....aye;*
- 267 *Councilmember Everett .....aye;*
- 268 *Councilmember Porter .....aye;*
- 269 *Councilmember Foley.....aye.*

270

271 **CONSIDER APPROVAL OF MOU FOR CONSTRUCTION AND MAINTENANCE OF**  
272 **PICKLEBALL COURTS:** Quinn Bennion reported that this contract has not been finalized  
273 between the attorney’s yet so it will be brought back to the Council later. Proposals will be  
274 requested to get this project moving forward. There are no lights included in the project although  
275 conduit will be installed so they can be added later. Commissioner Bart Haslem stated there may  
276 be a way to get more funding and suggested the lights be included. Keith Despain stated they can  
277 issue an addendum for the lights. Adriane Larsen with the Vernal Express asked if they would  
278 accept funds from the pickle ball community and name one after a dinosaur. Quinn Bennion  
279 answered private donations would be great.

280

281 **DISCUSSION OF IMPACT FEES:** Allen Parker explained that impact fees are a one-time  
282 charge that have to be used to mitigate infrastructure costs created by new development. The City  
283 charges these fees for water and sewer only although they are allowed for infrastructure such as  
284 roads, parks, power and public safety facilities. The fee is based on what it would cost to maintain  
285 the same level of service as the system grows. In 2004 the fee was set and after a study was  
286 completed. The methodology is complex, the fees are out of date, and there is an expected surge in  
287 development. Councilmember Ted Munford agreed the impact fees are important, however, he  
288 would like to be on the lean side and not discourage development. Allen Parker stated if there is  
289 significant growth it could take a lot of money to upgrade the systems. The consensus of the  
290 Council was to not discourage growth. Carl Morton stated that this study has not been budgeted  
291 and he asked if it could be put off for a year. Keith Despain reported that the study usually  
292 recommends a minimum and maximum allowable impact fee, and the Council sets the final fee.  
293 Councilmember Corey Foley stated he would like to see what other entities are charging before  
294 moving forward.

295

296 **ADMINISTRATIVE REPORTS**

297

298 T-Rex Repairs.

299 Quinn Bennion stated he would like to see a Councilmember be on the T-Rex committee.  
300 The consensus was to have Corey Foley serve on that committee.

301

302 Ashley Springs tour:

303 Quinn Bennion invited the Council to tour Ashley Springs on June 30<sup>th</sup> from 11 am to 1:30  
304 pm.

305

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306 Outlaws Treasure Hunt:

307 The outlaws treasure hunt is being sponsored with a \$10,000 loot in conjunction with River  
308 Fest. The first post has had 600 subscriptions.

309  
310

311 **ADJOURN:** There being no further business; *Councilmember Nick Porter moved to adjourn.*  
312 *Councilmember Corey Foley seconded the motion. The motion passed with a unanimous vote*  
313 *and the meeting was declared adjourned.*

314  
315

\_\_\_\_\_  
Mayor Doug Hammond

316 ATTEST:

317  
318

\_\_\_\_\_  
Roxanne Behunin, City Recorder

(SEAL)

AWAITING FORMAL APPROVAL

**M**INUTES OF THE VERNAL CITY COUNCIL SPECIAL MEETING HELD  
JUNE 29, 2022 at 7:00 p.m. in the Vernal City Council Chambers, 374 East Main,  
Vernal, Utah 84078.

**PRESENT:** Councilmembers Nicholas Porter, Dave Everett, Ted Munford, and Corey Foley and Mayor Doug Hammond.

**WELCOME:** Mayor Doug Hammond welcomed everyone to the meeting.

**ACKNOWLEDGEMENT & APPROVAL OF SPECIAL MEETING:** *Councilmember Dave Everett moved to acknowledge and approve this special meeting. Councilmember Nicholas Porter seconded the motion. The motion passed with a unanimous vote.*

**PUBLIC HEARING: FY2022 BUDGET REOPENER #1 – ORDINANCE NO. 2022-11:** Carl Morton presented the budget reopener packet to the Council. He stated that the first page was the revenue side. The other areas are items that were not budgeted such as the ARPA funds and Innovation Hub. Small adjustments were made to the use of the beginning fund balance to match the expenses mostly for salary and benefits. In highlighting some of the bigger changes the fire inspection budget was not needed as that program was not implemented and the Justice Court had quite a few adjustments because it was the first year being combined with the County. All in all it was an increase in the revenue by \$319,414.46 and an increase in expense to match that amount. Councilmember Ted Munford asked what was the cause for the increase in revenue. Carl Morton answered that it was mostly for grants. Mayor Doug Hammond opened the public hearing to receive public comments. There were no public comments so Mayor Hammond closed the public hearing. Councilmember Nick Porter moved to approve Ordinance No. 2022-11 as presented. Councilmember Ted Munford seconded the motion to approve. The motion passed with the following roll call vote:

*Councilmember Munford.....aye;*  
*Councilmember O’Driscoll.....aye;*  
*Councilmember Everett .....aye;*  
*Councilmember Porter .....aye;*  
*Councilmember Foley.....aye.*

**AWARD OF THE CONTRACT FOR ZION’S BLOCK UTILITIES:** Quinn Bennion stated that this is first publicly funded project from the Downtown Plan and it was split into a utility package and a surface package. Keith Despain confirmed that two bids were received, one from Chivcon Construction in the amount of \$532,875 and one from Weldon Construction in the amount of \$1,029,074. The engineers estimate was \$611,822. Councilmember Ted Munford asked why there is such a difference in price. Keith Despain answered that Chivcon was already mobilized and familiar with the utilities on the block. Quinn Bennion pointed out that Chivcon is owned by Fosten Chivers. Keith Despain said that Weldon Construction’s background is not in municipal work so they don’t have as much experience and were cautious with their approach. There was further discussion on the difference in bid amounts and if there was a contingency budget. *Councilmember Corey Foley moved to approve the contract with Chivcon for the amount*

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of \$542832. Councilmember Robin O’Driscoll seconded the motion to approve. The motion passed with the following roll call vote:

Councilmember Munford.....aye;  
Councilmember O’Driscoll.....aye;  
Councilmember Everett .....aye;  
Councilmember Porter .....aye;  
Councilmember Foley.....aye.

Keith Despain stated that they will issue a notice of award to ChivCon so they can get their bond and begin work.

**APPROVAL OF AN ENGINEERING SERVICES AGREEMENT FOR SAFETY ACTION PLAN:**

Keith Despain pointed out the contract before the Council and explained that this is in preparation for the application of \$1 million dollars to the federal government for transportation safety. He reminded the Council that the City can apply to create the action plan or for a project. In order to apply for the project, an action plan is needed that meets the correct criteria outlined in the funding application. The City’s approach is to prepare the action plan to qualify for project funding. Two firms were selected to provide cost estimates and Avenue Firm is being recommended at a cost of \$45,100 which is higher than expected. Councilmember Robin O’Driscoll stated that going after project shows the City is diligent and really want this funding. Councilmember Corey Foley said the only line that scared him was the \$2,000 an hour. Keith Despain said he will verify that. Quinn Bennion went on to say that we didn’t have this listed in the budget, however funds from the Discovery trail can be transferred to this project. Councilmember Ted Munford moved to approve the Engineering Services Agreement for Safety Action Plan with Avenue Firm with the stipulation that the per hour rate be checked. Councilmember Robin O’Driscoll seconded the motion. The motion passed with the following roll call vote:

Councilmember Munford.....aye;  
Councilmember O’Driscoll.....aye;  
Councilmember Everett .....aye;  
Councilmember Porter .....aye;  
Councilmember Foley.....aye.

**CONSIDER APPROVAL OF CONSTRUCTION CONTRACT FOR 100 EAST SIDEWALK:**

Keith Despain acknowledged that this project is still in a holding pattern waiting on federal funding. Councilmember Robin O’Driscoll asked if this needed to be tabled and if there was a specific timeline. Keith Despain answered yes that it could take a few more weeks. After further discussion, Councilmember Robin O’Driscoll moved to table the contract for 100 East Sidewalk. Councilmember Ted Munford seconded the motion. The motion passed with the following roll call vote:

Councilmember Munford.....aye;  
Councilmember O’Driscoll.....aye;  
Councilmember Everett .....aye;  
Councilmember Porter .....aye;

**MINUTES OF THE VERNAL CITY COUNCIL SPECIAL MEETING HELD JUNE 29, 2022**

*Councilmember Foley..... aye.*

**REVIEW OF PATIO OPTIONS FOR DOWNTOWN PROJECT:** Keith Despain presented patio options for the Downtown Project, and stated that the City was currently in the process of bidding that project. The bids are due by July 15<sup>th</sup>. The Council went into another area of the building to view the pavers.

**ADMINISTRATIVE REPORTS:**

Ashley Springs Tour:

Quinn Bennion reminded the Council of the Ashley Springs tour tomorrow.

Geothermal funding:

Quinn Bennion reported he attended the County Commission meeting and presented the idea of them participating in the geothermal study. The Commission agreed to consider it.

State Grant:

Quinn Bennion explained that the City has received work that the \$1.6 million dollar grant has been awarded to the City.

**CLOSED SESSION:** Councilmember Nick Porter moved to go into a closed session to hold a strategy session to discuss the purchase, exchange, lease of real property, including any form of a water right or water shares and reconvene into open session when the discussion is finished. Councilmember Ted Munford seconded the motion. The motion passed with the following roll call vote:

- Councilmember Munford.....aye;*
- Councilmember O’Driscoll.....aye;*
- Councilmember Everett.....aye;*
- Councilmember Porter.....aye;*
- Councilmember Foley..... aye.*

**RECONVENE INTO OPEN SESSION AND ADJOURN:** The Council reconvened into open session. There being no further business; *Councilmember Nick Porter moved to adjourn. Councilmember Ted Munford seconded the motion. The motion passed with a unanimous vote and the meeting was declared adjourned.*

\_\_\_\_\_  
Mayor Doug Hammond

ATTEST:

\_\_\_\_\_  
Roxanne Behunin, City Recorder

( S E A L )



# Vernal City Event Funding Application Form

Application Date: 6-24-2022 Date(s) of Event: 8-4 thru 8-9 2022

Amount Requested: \$ 3000.00 Applicant/Organization: Vernal Post 11 Baseball

Type of Organization:

- Not-for-profit  
 For profit

- Government agency / district  
 Other: \_\_\_\_\_

Contact Person / Title: Danny B. Mortensen / Chairman

Mailing Address: P.O. Box 131 Vernal, Utah 84078

Email: bigdummy@UBTANET.COM Phone: 435-790-4709

Description of Event: American Legion 17U Regional Baseball Tournament

This will be the third time this tournament has been in Utah in 75 years

How will city funds be used? To pay umpires & provide motels for umpires, state and regional officials

Total budget for the event: \$ 15,430.00/xx Funds remaining after last year's event \$ Hosting this event <sup>This is 1st time</sup>

\*Please provide a financial statement, including expense and revenue items. (see example on page 2)

Other sources of funding for this event: Uintah County - Cindy Mortensen

Estimated number of participants: 211 Number of room nights anticipated: 270

Priority will be given to community events that attract visitors to Vernal. The City does not generally support charity fundraisers. City funds cannot be used to benefit individual people. I agree the information provided is true and accurate. I agree to make a presentation to the Vernal City Council summarizing the event and explaining how the city's fund will be used.

Danny B. Mortensen  
Event Director / Contact Person

6-24-2022  
Date

(Accounting code- Internal use only)

Amount in City budget for this event: \$ \_\_\_\_\_ Last year's funded amount: \$ \_\_\_\_\_

Organization / Charity Name: Vernal Post 11 Baseball

**Financial Disclosure Form for Vernal City**

Current Year's Beginning Balance \_\_\_\_\_

Previous Year's Beginning Balance N/A

Prior Year Revenue Earned:

Prior Year Expenses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

N/A

N/A

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Prior Year's Net Income 0

(Note: Should equal Current Years Beginning Balance.

Previous Years Beginning Balance + Prior Year Revenue - Prior Year Expenses = Net Income)

Current Year Estimated Revenue:

Current Year Estimated Expenses:

15,430.<sup>00</sup>

15,430.<sup>00</sup>

\_\_\_\_\_

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Estimated Net Income: 0

(Note: Current Year's Beginning Balance + Current Year Estimated Revenue - Current Year Estimated Expenses = Estimated Net Income.

**American Legion Baseball 17U Regional 8-4 thru 8-9**

**2022 BUDGET**

Team Banquet ( 225 people @ \$20.00/ea)---	\$ 4500.00
Colton Pavilion ( For Banquet )-----	N/C
Skills Competition ( On Ballfield )-----	N/C
Legion Flag Ceremony ( Legion Post 11 )-----	N/C
Regional Director Motel ( 5 Days )-----	\$ 625.00
Regional Head Umpire Motel ( 5 Days )-----	\$ 625.00
Regional Umpires Motel ( 3 Rooms 5 Days )---	\$ 1875.00
Official Scorekeeper 5 days @ \$150.00/Day---	\$ 750.00
Uintah High Media Class & VTV to live stream	\$ 2000.00
Umpire Locker Room ( Provided By Uintah High )-	N/C
Uintah High Baseball Field(Provided By Uintah High)	N/C
Trophies ( Provided By Utah Legion Baseball )	?
Legion Baseballs ( 18 Doz. Baseball )-----	\$ 1675.00
Umpire Pay ( 3 Umps-12 Games )-----	\$ 2160.00
Umpire Pay ( 4 Umps 2 Games )-----	\$ 480.00
Umpire Pay ( 4 Umps 1 Game If Needed )-----	\$ 240.00
Misc.-----	<u>\$ 500.00</u>

**Total \$15,430.00**

**7 Teams (approx. 18 players & 3 coaches ea.)= 147**

**7 Teams (approx. 8 fans per team) = 56**

**Umps & State & National Officials = 8**

**Total 211**

**Approx. 7 rooms/teams & Fans = 49 rooms**

**1 room Director = 1 room**

**1 room Head Ump = 1 room**

**3 rooms for Umps = 3 rooms**

**54 rooms X 5=270**

**Days270 nights of rooms for Teams, Director, And Umps**



# Vernal City Event Funding Application Form

Application Date: July 5, 2022 Date(s) of Event: October 20, 2022

Amount Requested: \$ 5000 Applicant/Organization: Uintah Basin Domestic Violence Conference Planning Committee

Type of Organization:  
 Not-for-profit  Government agency / district  
 For profit  Other: \_\_\_\_\_

Contact Person / Title : Cassie O'Brien / UBDVC Planning Committee Chairperson

Mailing Address: 133 South 500 East, Vernal Utah 84078

Email: cassieobrien@fafv.org Phone: 435-219-3975 (Work) 435-754-5957 (Personal)

Description of Event: A comprehensive training opportunity for domestic violence service professionals including law enforcement attorneys , social workers, advocates, DCFS, educators, DWS employees, and anyone with an interest domestic violence. This event is open to the public for the same fee as professionals. CEU's are available for professionals

How will city funds be used? We would like to have Mark Wynn come from Tennessee to provide Primary Aggressor Identification training for Criminal Justice attendees as well as being our Closing Plenary, "The Weight of the Cape" . He is a world class expert lecturer that would help to propel the UBDV Conference to the "next level" and create a destination conference in the future. His total fee will be approximately \$6000. This covers his lecture fee, travel & expenses etc. Information about Mark can be found on his website <https://www.markwynn.com/> We will be seeking additional funding from other city and county entities.

Total budget for the event: \$ See Attached Funds remaining after last year's event \$ 0

\*Please provide a financial statement, including expense and revenue items. (see example on page 2)  
Other sources of funding for this event: Limited financial support is provided by Friends Against Family Violence, multiple counseling & therapy centers, Tri-County Health Dept, a variety of local businesses provide things like printing services and door prizes. Vernal Police Department donates the use of the Conference Center. USU allows us to provide the CEU's and the educational backing to provide this level of training. Duchesne County Sheriff office is providing all of the decorations. A small fee of \$20 per attendee is charged.

Estimated number of participants: 150 Number of room nights anticipated: 12-15

Priority will be given to community events that attract visitors to Vernal. The City does not generally support charity fundraisers. City funds cannot be used to benefit individual people. I agree the information provided is true and accurate. I agree to make a presentation to the Vernal City Council summarizing the event and explaining how the city's fund will be used.

Cassie O'Brien CA  
Event Director / Contact Person

7/5/2022  
Date

(Accounting code- Internal use only)  
Amount in City budget for this event: \$ \_\_\_\_\_ Last year's funded amount: \$ \_\_\_\_\_

Organization / Charity Name: Uintah Basin Domestic Violence Conference

### Financial Disclosure Form for Vernal City

Current Year's Beginning Balance 0, The Conference runs 100% on donations. We reach out to our community supporters and partner agencies as the expenses are finalized. There is zero financial carry over from year to year.

Previous Year's Beginning Balance 0

Prior Year Revenue Earned:  
CEU - \$400

Prior Year Expenses:  
\$400

Presenter expenses: Hotel, Car, Per Diem, Flight - \$4000

approximately \$4000

The presenters from 2021 all donated their services and only requested that their expenses be paid. There were no speaker fees for 2021.

Food: \$2250 paid by FAFV

\$2250

The Committee makes it a priority to support our local businesses as much as possible through this event. Last year the caterer was Barefoot Baker.

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior Year's Net Income \_\_\_\_\_

**(Note: Should equal Current Years Beginning Balance.**

**Previous Years Beginning Balance + Prior Year Revenue - Prior Year Expenses = Net Income)**

Current Year Estimated Revenue:

Current Year Estimated Expenses:  
\$6000 - Mark Wynn

\_\_\_\_\_  
\_\_\_\_\_

\$2200 - Justin Boardman

\_\_\_\_\_  
\_\_\_\_\_

2500 - Catering. Get Grilled

\_\_\_\_\_  
\_\_\_\_\_

\$1500 - Hotels for Speakers

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\$3000 - Registration Fee

\_\_\_\_\_  
\_\_\_\_\_

Estimated Net Income: \_\_\_\_\_

**(Note: Current Year's Beginning Balance + Current Year Estimated Revenue - Current Year Estimated Expenses = Estimated Net Income.**

## **GBS MASTER SERVICES AGREEMENT**

This Agreement (“Agreement”) is effective as of 6/29/2022 (“Effective Date”) by and between GBS Benefits, Inc. (together with its affiliates “GBS”), located at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84118, and CLIENT, Vernal City, located at 374 East Main Vernal, UT - 84078 (“CLIENT”). (CLIENT and GBS are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party.”)

WHEREAS, GBS is the agent of record for CLIENT’s health insurance, and CLIENT desires to retain GBS to perform additional services identified in this Agreement and any corresponding statement of work (“SOW”), and GBS understands that it is intended that this Agreement will apply to all work or services to be performed by GBS unless otherwise agreed upon between the Parties in writing;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

### **ARTICLE 1. SERVICES AND SCOPE OF AGREEMENT.**

A. CLIENT desires to obtain from GBS, and GBS desires to provide to CLIENT, certain services and deliverables hereinafter defined (collectively “Services”) described in any attached SOW. Each SOW attached is incorporated by reference. In the event GBS agrees to perform multiple services for CLIENT, a new SOW will be created for each service for which GBS is retained.

B. At any time during the term of this Agreement, either Party may request modifications to the Services identified in an SOW. As soon as practicable following such request, the Parties will discuss the feasibility of the requested modifications and the impact on the time schedules and costs specified in the SOW. No change in the SOW shall be made unless agreed to in writing by both parties, and absent such written agreement, both parties will remain bound by the original terms. No modification or amendment to this Agreement or any SOW can alter the provisions of this Agreement regarding the ownership of intellectual property unless signed by an officer of each party.

### **ARTICLE 2. COMPENSATION.**

A. CLIENT will pay GBS for satisfactory performance of the Services based on the agreed pricing schedule as described in the SOW for the Services. For the purpose of this Agreement, GBS fees from CLIENT for the Services (“**GBS Fees**”) may be earned by GBS by providing the Services, completed and expensed as described in Article 3.

B. A SOW includes all applicable GBS Fees that shall be paid by CLIENT and is firm and fixed and at no time will GBS charge higher or additional GBS Fees. GBS Fees are inclusive of any and all government fees and or applicable taxes. In no event will CLIENT be obligated to make payment for any Services performed by GBS which are outside the scope of a SOW, or for: 1) any Services which GBS agreed to perform but did not complete, or 2) any Services performed by GBS after the termination or expiration of this Agreement

C. Unless otherwise stated in a SOW, during the term of this Agreement, GBS will submit to CLIENT one (1) invoice per month listing the GBS Fees earned for Services delivered in the previous month. All invoices will be sent via electronic mail to the CLIENT, and will be accompanied by appropriate supporting documentation, evidencing the work completed by GBS during the calendar month for which GBS seeks payment. CLIENT will review each invoice and its supporting documentation and, unless disputed by CLIENT, pay the amount set forth in each such invoice within fifteen (15) days after CLIENT’s receipt of the invoice. GBS acknowledges and agrees that CLIENT is

not responsible for payment delays associated with invoices that violate this Agreement. Billing disputes will not be a cause of non-performance under this Agreement or applicable SOW.

D. GBS agrees that the payments described above are full and complete compensation expected from CLIENT for all Services performed under this Agreement. For disclosure of compensation GBS receives from other entities (including other service providers) as a result of the service GBS provides CLIENT, see the ERISA 408(B)(2) Disclosure.

### **ARTICLE 3. EXPENSES.**

GBS will be solely responsible for any and all expenses it incurs in association with the performance of the Services, unless otherwise expressly provided for in the applicable SOW(s). Upon request of CLIENT, GBS shall provide supporting documentation for all expenses specifically allowed to be reimbursed by CLIENT under the applicable SOW(s).

### **ARTICLE 4. TERM AND TERMINATION.**

A. The term of this Agreement (“Term”) will begin on the Effective Date and will continue until GBS is no longer named the broker of record for CLIENT’s group health insurance.

B. CLIENT may terminate this Agreement immediately, in whole or in part, upon written notice to GBS without cause or reason and without any further liability, obligation or responsibility hereunder to GBS or any third party under this Agreement. However, CLIENT will be responsible for expenses incurred prior to termination within the terms and conditions provided for herein, or fees ultimately payable with respect to Services rendered prior to termination. Payment to GBS for the Services shall be in accordance with the terms set forth in a SOW.

C. GBS may terminate this Agreement immediately, in whole or in part, upon written notice to CLIENT without cause or reason and without any further liability, obligation or responsibility hereunder to CLIENT or any third party under this Agreement. However, GBS will be responsible to complete the work defined in a SOW that was delivered and accepted prior to the notice of termination, subject to CLIENT’s obligation to pay for Services rendered under such a SOW.

D. Upon termination or expiration of this Agreement or the Services hereunder, or at any other time at CLIENT’s request, GBS will immediately deliver to CLIENT all property belonging to CLIENT, any property or work in progress developed in connection with this Agreement, and all materials containing or constituting Confidential Information, including any copies, whether prepared by GBS or others.

### **ARTICLE 5. PLACE OF PERFORMANCE.**

GBS will work primarily from its own office facilities, at CLIENT’s office location, or a mutually approved location solely for use in performance of Services hereunder. The location shall be specified in the SOW.

### **ARTICLE 6. CONFIDENTIAL INFORMATION.**

GBS acknowledges that in the course of performing Services, GBS will have access to and become familiar with various trade secrets and confidential information of CLIENT, and/or third parties who have provided such information to CLIENT, including, but not limited to, software, customer contracts, customer lists, customer prospect lists, invoices, customer requirements, sales procedures, research data,

design data, marketing and pricing information and data, marketing plans, financial information of CLIENT and/or its customers, and other technical, marketing and/or business information and personal data relating to individuals (collectively, “**Confidential Information**”). GBS acknowledges that this Confidential Information gives CLIENT a competitive advantage in the industry. GBS agrees to not use in any way or disclose to any person or entity any such Confidential Information, either directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required in the course of performing Services under this Agreement. GBS will further take reasonable precautions and act in such a manner as to ensure against unauthorized disclosure or use of the Confidential Information, using at least the standard of care GBS uses to protect its own confidential information. Upon termination or expiration of this Agreement, or earlier if requested by CLIENT, GBS will deliver all such Confidential Information and any copies of the same to CLIENT. GBS acknowledges and agrees that CLIENT would suffer irreparable harm in the event the Confidential Information or any portion thereof was disclosed, copied, or used in any manner except as provided in this Agreement. Accordingly, and notwithstanding Article 13, Section G (Governing Law/Jurisdiction and Venue), in the event of a breach or threatened breach of the provisions of this Article 6, GBS agrees that CLIENT will be entitled to pursue any and all remedies at law or in equity, including, but not limited to, a temporary restraining order or preliminary or permanent injunction, or the equivalent of the same, without requirement of a bond, to prevent disclosure, copying and/or use of the Confidential Information.

#### **ARTICLE 7. CLIENT’S OBLIGATION TO PROVIDE INFORMATION.**

In order for GBS to execute its functions under a SOW, CLIENT agrees it is responsible to deliver to GBS accurate and complete information as described and defined in the applicable SOW. CLIENT acknowledges and agrees that failure of CLIENT to promptly supply the complete and accurate information described above or otherwise reasonably requested by GBS, will absolutely preclude GBS from fully and promptly performing its obligations under the applicable SOW, and GBS will not be liable for consequences, direct or indirect, in connection with the failure to timely supply complete and/or accurate information. CLIENT shall always have, during the term of this Agreement, the sole authority and responsibility for its health plans and health insurance and their operation, including the authority and responsibility for administering, construing, and interpreting the provisions of such plans and making all determinations thereunder. CLIENT is considered the Plan Administrator and the Named Fiduciary of the plans for purposes of ERISA.

GBS will use ordinary care and due diligence in the exercise of its power and in the performance of its responsibilities. CLIENT ACKNOWLEDGES THAT THE PERFORMANCE OF SERVICES BY GBS DOES NOT AND IS NOT INTENDED TO MAKE GBS THE “PLAN ADMINISTRATOR,” “PLAN SPONSOR,” OR OTHER “FIDUCIARY” UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, OR COBRA LAW AS AMENDED OR OTHERWISE OF ANY PLAN, AND CLIENT WILL NOT IDENTIFY OR REFER TO GBS OR ANY OF ITS AFFILIATES AS SUCH. GBS HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S). CLIENT agrees that this responsibility is and remains that of the CLIENT. GBS shall not be liable under this Agreement unless its actions are grossly negligent or in willful and wanton disregard of its explicit duties under this Agreement. The parties further acknowledge and agree that GBS will not be deemed to be providing legal or tax advice to CLIENT as a result of the duties undertaken by GBS pursuant to this Agreement.

#### **ARTICLE 8. INDEPENDENT CONTRACTOR STATUS.**

It is understood and agreed that GBS will provide the Services under this Agreement on a professional basis and as an independent contractor and that during the performance of the Services under this Agreement, GBS will not be considered an employee of CLIENT within the meaning or the applications of any federal, country, state or local laws or regulations including, but not limited to, laws or regulations

covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. GBS, and any of its employees, or contractors shall not be entitled to benefits that may be afforded from time to time to CLIENT's employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, CLIENT shall not be responsible for withholding or paying any taxes or social security on behalf of GBS, or any of its employees, or contractors.

#### **ARTICLE 9. WARRANTIES AND REPRESENTATIONS.**

GBS hereby represents, warrants and covenants to CLIENT that:

A. GBS is not restricted in any way, by agreement or otherwise from entering into this Agreement and providing the Services, and that it has no interests or obligations, nor during the term hereof will it acquire any interests or obligations, which conflict with or hamper its ability to perform as required hereby.

B. GBS will not breach any agreement or other obligation to keep in confidence or refrain from using, the confidential, proprietary, or trade secret information of a former employer, another client, or any other person, and will not use any such information in connection with the Services.

C. GBS will perform the Services in a professional manner and otherwise in accordance with the highest industry standards and all such work shall conform to the specifications and all other requirements hereunder and under the SOW. GBS shall correct any error, defect, or non-conformance at no additional cost to CLIENT. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

D. GBS warrants and represents that GBS shall comply with all applicable laws and professional obligations.

E. The parties agree that the foregoing representations, warranties, and covenants are material, made by GBS to induce CLIENT to enter into this Agreement, and relied upon by CLIENT in deciding to enter into this Agreement. The foregoing representations and warranties will survive expiration or termination of this Agreement for any reason.

#### **ARTICLE 10. TRADEMARK AND TRADE NAME.**

This Agreement does not give either Party any ownership license rights or interest in the other Party's trade name or trademarks.

#### **ARTICLE 11. INDEMNIFICATION.**

A. GBS, at its own expense, shall indemnify, defend and hold CLIENT, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of GBS relating to the performance of this Agreement or from any breach of this Agreement by GBS. GBS, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

B. CLIENT, at its own expense, shall indemnify, defend and hold GBS, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of

any nature, including but not limited to, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of CLIENT relating to the performance of this Agreement or from any breach of this Agreement by CLIENT, including, but not limited to, the failure of CLIENT to deliver to GBS complete and accurate information as described in Article 7 of this Agreement. CLIENT, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

#### **ARTICLE 12. LIMITATION OF LIABILITY.**

EXCEPT FOR ANY AMOUNT RECOVERABLE BY GBS OR CLIENT PURSUANT TO THE INDEMNIFICATION OR BREACH OF CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE, OR BECOME LIABLE FOR: LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR SUCH DAMAGES OCCURRING.

THE AGGREGATE LIABILITY OF GBS TO CLIENT FOR ANY CAUSE OF ACTION OR CLAIM (WHETHER UNDER CONTRACT OR TORT) SHALL BE LIMITED TO THE AMOUNTS PAYABLE TO GBS HEREUNDER WITH RESPECT TO THE SERVICES THAT ARE THE SUBJECT OF SUCH ACTION OR CLAIM. BOTH PARTIES AGREE THAT THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES TO BE PAID BY CLIENT HEREUNDER AND THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECT THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES, INCLUDING THE RISK THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE.

#### **ARTICLE 13. GENERAL PROVISIONS.**

A. Entire Agreement. This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations, or consulting agreements whether written or oral. Except as specifically provided for in this Agreement, in the event a SOW contains terms that attempt to modify the provisions of this Agreement, those terms shall be deemed to have no force or effect and are not binding on CLIENT. This Agreement cannot be modified, changed, or amended, except for in writing signed by the Parties.

B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between GBS and CLIENT, and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

D. Assignment, Delegation and Subcontracting. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto. Notwithstanding anything to the contrary herein, CLIENT may assign this Agreement to any affiliate without consent.



## EXHIBIT A: STATEMENT OF WORK

This Statement of Work is entered into as of 6/29/2022 (“Effective Date”) by and between GBS Benefits, Inc., a Utah corporation with offices at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84118 (“**GBS**”) and **Vernal City**, with offices at 374 East Main Vernal, UT - 84078, (the “**Client**”) pursuant to that certain GBS Master Services Agreement by and between GBS and Client (the “Agreement”). This Statement of Work is incorporated into the Agreement by reference. Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

### Description of Services:

#### Consulting Services, including the following:

1. Provide the Client with insurance consulting services concerning cost, benefits provided, and contracts with insurance carriers in connection with the plan or program.
2. Recommend benefit changes to meet the objectives of the Client in connection with the plan or program as these objectives are communicated by the Client to the Consultant.
3. Prepare such reports in regard to the plan or program as Parties may reasonably agree upon concerning trends, utilization, and costs to the Client.
4. Prepare specifications and assist the Client in bidding group insurance products in connection with the plan or program. This includes assistance with preparation of RFPs and evaluation of bids received in response to same.
5. In connection with the group insurance products utilized by the plan or program, negotiate rates and benefits with insurance carriers for review, evaluation, and selection by the Client.
6. Be an intermediary for the Client in working with insurance carriers to assist in regard to insurer compliance with insurance contracts and in dispute resolution with insurers.
7. Assist the Client by suggesting methods for the Client’s containment of benefits costs with respect to the plan or program.
8. Work with the insurance carriers to secure rate estimates and firm renewal rates for the Client’s review, evaluation, and selection.
9. Health & Wellness plan or program consultation and design.
10. Review contracts, agreements, and summary plan descriptions (SPDs).
11. Any other duties specified in Client’s initial request for proposals (RFP) relating to this agreement not otherwise specifically excluded from this Contract.



**VERNAL CITY  
RESOLUTION NO. 2022-15**

**A RESOLUTION OF THE VERNAL CITY COUNCIL DESIGNATING THE DOWNTOWN PARKING ASSESSMENT AREA.**

**WHEREAS**, it is proposed to establish an Assessment Area pursuant to U.C.A. Title 11 Chapter 42, for the purposes of replacing and installing parking, gutter, sidewalk, landscaping and appurtenant improvements on the block South of Main Street to 100 South and between Vernal avenue and 100 West; and,

**WHEREAS**, the Vernal City Council gave notice and held a public hearing on May 4, 2022 to hear all objections and comments regarding the proposed Assessment Area; and

**WHEREAS**, the 60 day protest period has expired and no protests were filed to the proposed Assessment Area; and

**WHEREAS**, the Vernal City Council now deems it appropriate to designate the Assessment Area as set forth in the Notice of a Proposed Downtown Parking Assessment Area Designation.

**NOW, THEREFORE, BE IT RESOLVED** by the Vernal City Council that:

1. The City Council of the City of Vernal, Uintah County, Utah, finds and determines that it is in the best interest of said City to improve the Zions block south of Main Street to 100 South and West of Vernal Avenue to 100 West by replacing and installing parking, sidewalk, landscaping and appurtenant improvements and hereby designates an assessment area formally known as the Downtown Parking Assessment Area of the City of Vernal to accomplish said purpose.
2. The boundaries, area to be benefitted, the improvements, manner of assessment, and other required information for the Downtown Parking Assessment Area is more particularly described in the Notice of a Proposed Downtown Parking Assessment Area Designation which is attached and incorporated by reference as part of this resolution.
3. ~~≡~~A portion of the cost of operation and maintenance and expenses of the Downtown Parking Assessment Area shall be paid by an assessment to be levied against the property within the assessment area benefitted by the improvements. Such assessment shall be levied on the basis of square footage of each building in the Assessment Area as set forth in the Notice of Proposed Assessment Area Designation and shall be for a period of five years and may be extended.

**PASSED AND ADOPTED BY THE VERNAL COUNCIL THIS 6<sup>TH</sup> DAY OF JULY 2022.**

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Councilmember Ted Munford	_____	_____	_____	_____
Councilmember Robin O’Driscoll	_____	_____	_____	_____
Councilmember Dave Everett	_____	_____	_____	_____
Councilmember Nick Porter	_____	_____	_____	_____
Councilmember Corey Foley	_____	_____	_____	_____

Presiding Officer

\_\_\_\_\_  
Mayor Doug Hammond

ATTEST:

\_\_\_\_\_  
Roxanne Behunin, City Recorder

## Exhibit A

### Notice of a Proposed DOWNTOWN PARKING ASSESSMENT AREA Designation

Public Notice is hereby given that the Vernal City Council proposes to designate the block West of Vernal Ave and South of Main Street as the DOWNTOWN PARKING ASSESSMENT AREA (ASSESSMENT AREA), in the City of Vernal, Uintah County, Utah, for the purpose of, providing additional downtown parking for the public and the businesses on that block and for landscaping and appurtenant improvements. The assessment will be to pay some or all of the costs of the operation and maintenance of the improvements by an assessment as provided in Chapter 11, Title 42, UCA, 1953, as amended, on the property and business within said ASSESSMENT AREA for the benefit of the property being assessed. The term of the ASSESSMENT AREA is twenty (20) years beginning when the ordinance is enacted.

The proposed ASSESSMENT AREA is shown in ATTACHMENT A. The general description of the ASSESSMENT AREA includes all properties located in the block south of Main Street to 100 South and between Vernal Ave and 100 West. The ASSESSMENT AREA may be expanded in the future. The improvements proposed will include the following:

- Install storm drainage as needed to manage storm water runoff;
- Improve existing parking area to meet ADA requirements;
- Install landscaping;
- Relocate or install lighting;
- Re-grade and asphalt the parking area;
- Install water and sewer utility upgrades;
- Pedestrian walkways;

The City of Vernal proposes to levy an assessment on benefitted property within the ASSESSMENT AREA to pay some or all the costs of operation and maintenance of the parking area and improvements according to the estimated benefits to the property from the improvements in installments over a period of twenty (20) years. ATTACHMENT B provides a diagram identifying the locations of the proposed improvements. This notice mailed to a specific owner of property to be assessed within the proposed ASSESSMENT AREA, the estimated total assessment specific to the benefitted property for which this notice is mailed is provided in ATTACHMENT C. The total costs for the improvements have been estimated by a project engineer and are based on recent prices of construction in Vernal. The specific items that are included in the proposed ASSESSMENT AREA are included in the cost estimate provided in ATTACHMENT D. The estimated total costs for the project improvements are \$1.3 million which will be paid entirely by the City and by grants and other funding. ONLY THE COST OF OPERATION AND MAINTENANCE OF THE PARKING FACILITIES WILL BE PAID BY AN ASSESSMENT TO BE LEVIED AGAINST THE PROPERTIES abounding, abutting upon, benefitted by, or adjacent to the parking area which will be benefitted by said improvements. Assessment shall be levied based on gross square feet of building floor space. The total

estimated costs of the proposed improvements to be paid by the City of Vernal are \$1.3 million, the total costs of constructing the improvements to be paid by Property owners is \$0.00.

The City of Vernal will provide the financing for the construction of this project. The abutting and benefitted property owners will be assessed for operation and maintenance costs only. The operation and maintenance assessment shall be billed by the City on the water and sewer billing and shall be paid by the Assessment Area property owners in monthly installments beginning at the completion of the improvements: or the property owner may elect to make annual payments in advance at the beginning of each year. The monthly assessment will be billed to each landowner in the Assessment Area having a building located on their land. The assessment for new construction shall begin upon certificate of occupancy or 90 days after a building permit issues, whichever is first. If the assessment is not paid when due it may be collected by inclusion on a property tax notice issued in accordance with UCA 59-2-1317 and in compliance with UCA 11-42-501 et seq. or may be collected by other enforcement action. Delinquent amounts shall bear interest until paid at the rate of eight percent (8.0%) per annum, and the landowner is responsible for any costs or expenses of collection.

The estimated annual costs of operation and maintenance of the parking facilities including upkeep, cleaning and trash removal, lighting, snow removal etc. is \$30,000 per year for approximately 140 parking spaces. The assessment of property owners for operation and maintenance is expected to generate \$15,000 toward that expense. The rest of the expense will be covered by Vernal City. Assessments to each property owner in the Assessment Area will be based on the gross square footage of the floor space of the building or buildings on the owner's real property. For each 600 square feet of the building floor space, (or fraction thereof, of 50% or greater), whether occupied or not, the property owner will be assessed \$10 per month. To offset cost increases the City may increase the monthly assessment by up to 3% per calendar year by motion at a City Council meeting, after mailed notice to affected property owners. Pursuant to Utah Code Ann. Section 11-42-401 (7) the initial assessment shall be levied over a period of time not exceeding five (5) years. The duration of the ASSESSMENT AREA is twenty (20) years, the operation and maintenance levy amount will be set in five (5) year periods. The City may renew the assessment for up to three (3) additional five (5) year terms in accordance with the statute. Non-renewal may result in termination of services.

Landowners that provide parking spaces, on their own land, in the assessment area, and pay all operation and maintenance expenses, shall be credited against their assessment the sum of \$10 for each public parking space provided.

On **May 4, 2022**, the City Council and Mayor will meet at 7:00 pm at the City Council Chambers located at 374 East Main Street, Vernal, Utah to hear and consider any comments to the proposed improvements or to the creation of the ASSESSMENT AREA. **ANY PROTEST TO THE DESIGNATION OF THE ASSESSMENT AREA OR TO BEING ASSESSED FOR THE OPERATION AND MAINTENANCE COSTS MUST BE FILED IN WRITING WITHIN 60 DAYS of the hearing date.** Any protests to the proposed ASSESSMENT AREA shall be in writing and signed by the owner or owners of the property that is proposed to be assessed who does not want the property to be included in the ASSESSMENT AREA. The written protest shall contain a description of the owners' property (lot, block, address, etc.) and shall be filed with (received by) the City Recorder, Vernal City Offices, 374 East Main, Vernal,

Utah on or before 5:00 pm on July 5, 2022. The creation of the ASSESSMENT AREA shall be abandoned if the necessary number of protests have been timely filed. The necessary number of protests means protests representing at least forty percent (40%) of the square frontage of all buildings on the property to be assessed, If the ASSESSMENT AREA is established a Board of Equalization will be appointed to resolve any challenges to the assessment amounts as set forth in the Ordinance or Resolution.

The Attachments referenced in this notice will be mailed to the individual property owners along with this notice and are available at:

The City of Vernal website <https://www.vernalcity.org>; and the State Public Meeting Notice website at: <http://pmn.utah.gov>

## **NOTICE OF ASSESSMENT AND BOARD OF EQUALIZATION HEARING**

Notice is hereby given that on July 6, 2022, the City of Vernal designated the Downtown Parking Assessment Area. The assessment list for the Downtown Parking Assessment Area is completed and available for examination at the Vernal City Recorder's Office located at 374 East Main Street, Vernal, Utah 84078.

The total estimated cost of the improvements is \$1.3 million dollars. The City of Vernal will pay the \$1.3 million dollars of this estimated cost. The cost of the improvements to be paid by the benefitted property owners for the Assessment is \$0. The estimated costs of operation, maintenance including upkeep, cleaning, trash removal, lighting and snow removal etc. is \$30,000 per year. Assessment of the real property for operation and maintenance costs will be made. The Assessment is anticipated to generate revenue of \$15,000 per year. The assessment will be based on the gross square footage all floor space of buildings located in the Assessment Area, adjusted for parking provided by property owners. The amount to be levied against the property adjacent to the parking area and benefitted by said improvements is \$10 per month for each 600 gross square feet of each building located on the real property adjacent to said improvements within the Assessment Area benefitted by the same. The Assessment is calculated at \$10 per month for each 600 square feet of gross floor space, (or fraction thereof, of 50% or greater), whether occupied or not. To offset cost increases the City may increase the monthly Assessment by up to 3% per calendar year by motion at a City Council meeting after mailed notice to affected property owners.

Notice to affected property owners is hereby given that 3 hearings are schedule by the Board of Equalization for the purpose of hearing arguments from any person who claims to be aggrieved by the project called the Downtown Parking Assessment Area.

Hearings will be conducted on:

The 2nd day of August, 2022 at 9 a.m.;

The 3rd day of August, 2022 at 9 a.m.; and

The 4th day of August, 2022 at 9 a.m..

All hearings shall be conducted at the Vernal City Administrative Conference Room, Vernal City Hall, 374 East Main Street, Vernal, Utah 84078. When all hearings have been concluded, the Board of Equalization shall consider all facts and arguments, make any corrections to the assessment list. and prepare a report to be forwarded to the Vernal City Council in preparation for a public hearing adopting an ordinance to levy an assessment. If the report of the Board of Equalization proposes an increase in any property owner's assessment, as it appears on this proposed assessment list, the property owner shall be notified of the increase and of the hearing to consider any proposed increases. A property owner may object to a proposed increase, in writing or at the noticed hearing. The property owner may file a written appeal of the decision of the Board of Equalization to the Vernal City Council within 15 days of the Board's final report.

**Effective 7/1/2021**

**11-42-402 Notice of assessment and board of equalization hearing.**

Each notice required under Subsection 11-42-401(2)(a)(iii) shall:

(1) state:

- (a) that an assessment list is completed and available for examination at the offices of the local entity;
- (b) the total estimated or actual cost of the improvements;
- (c) the amount of the total estimated or actual cost of the proposed improvements to be paid by the local entity;
- (d) the amount of the assessment to be levied against benefitted property within the assessment area;
- (e) the assessment method used to calculate the proposed assessment;
- (f) the unit cost used to calculate the assessments shown on the assessment list, based on the assessment method used to calculate the proposed assessment; and
- (g) the dates, times, and place of the board of equalization hearings under Subsection 11-42-401(2)(b)(i);

(2)

- (a) beginning at least 20 but not more than 35 days before the day on which the first hearing of the board of equalization is held, be posted in at least three public places within the local entity's jurisdictional boundaries; and
- (b) be published on the Utah Public Notice Website created in Section 63A-16-601 for 35 days immediately before the day on which the first hearing of the board of equalization is held; and

(3) be mailed, postage prepaid, within 10 days after the first publication or posting of the notice under Subsection (2) to each owner of property to be assessed within the proposed assessment area at the property owner's mailing address.

Amended by Chapter 84, 2021 General Session  
Amended by Chapter 345, 2021 General Session  
Amended by Chapter 355, 2021 General Session

**11-42-403 Board of equalization -- Hearings -- Corrections to proposed assessment list -- Report to governing body -- Appeal -- Board findings final -- Waiver of objections.**

(1) After preparing an assessment list under Subsection 11-42-401(2)(a)(i), the governing body shall appoint a board of equalization.

(2) Each board of equalization under this section shall, at the option of the governing body, consist of:

(a) three or more members of the governing body;

(b)

(i) two members of the governing body; and

(ii)

(A) a representative of the treasurer's office of the local entity; or

(B) a representative of the office of the local entity's engineer or the project engineer; or

(c)

(i)

(A) one member of the governing body; or

(B) a representative of the governing body, whether or not a member of the governing body, appointed by the governing body;

(ii) a representative of the treasurer's office of the local entity; and

(iii) a representative of the office of the local entity's engineer or the project engineer.

(3)

(a) The board of equalization shall hold hearings on at least three consecutive days for at least one hour per day between 9 a.m. and 9 p.m., as specified in the notice under Section 11-42-402.

(b) The board of equalization may continue a hearing from time to time to a specific place and a specific hour and day until the board's work is completed.

(c) At each hearing, the board of equalization shall hear arguments from any person who claims to be aggrieved, including arguments relating to:

(i) the amount of benefits accruing to a tract, block, lot, or parcel of property in the assessment area; or

(ii) the amount of the proposed assessment against the tract, block, lot, or parcel.

(4)

(a) After the hearings under Subsection (3) are completed, the board of equalization shall:

(i) consider all facts and arguments presented at the hearings; and

(ii) make any corrections to the proposed assessment list necessary to ensure that the assessment meets the requirements of Section 11-42-409.

(b) A correction under Subsection (4)(a)(ii) may:

(i) eliminate one or more pieces of property from the assessment list; or

(ii) increase or decrease the amount of the assessment proposed to be levied against a parcel of property.

(c)

(i) If the board of equalization makes a correction under Subsection (4)(a)(ii) that results in an increase of a proposed assessment, the board shall, before approving a corrected assessment list:

(A) give notice as provided in Subsection (4)(c)(ii);

(B) hold a hearing at which the owner whose assessment is proposed to be increased may appear and object, in person or in writing, to the proposed increase; and

(C) after holding a hearing, make any further corrections that the board considers necessary to make the proposed increased assessment meet the requirements of Section 11-42-409.

(ii) Each notice required under Subsection (4)(c)(i)(A) shall:

(A) state:

(I) that the property owner's assessment is proposed to be increased;

(II) the amount of the proposed increased assessment;

(III) that a hearing will be held at which the owner may appear and object to the increase; and

(IV) the date, time, and place of the hearing; and

(B) be mailed, at least 15 days before the date of the hearing, to each owner of property as to which the assessment is proposed to be increased at the property owner's mailing address.

(5)

(a) After the board of equalization has held all hearings required by this section and has made all corrections the board considers necessary to comply with Section 11-42-409, the board shall report to the governing body its findings that:

(i) each assessed property within the assessment area will be assessed in a manner that meets the requirements of Section 11-42-409; and

(ii) except as provided in Subsection 11-42-409(5), no parcel of property on the assessment list will bear more than its equitable portion of the actual costs that are reasonable of the improvements benefitting the property in accordance with Section 11-42-409.

(b) The board of equalization shall, within 10 days after submitting its report to the governing body, mail a copy of the board's final report to each property owner who objected at the board hearings to the assessment proposed to be levied against the property owner's property at the property owner's mailing address.

(6)

(a) If a board of equalization includes members other than the governing body of the local entity, a property owner may appeal a decision of the board to the governing body by filing with the governing body a written notice of appeal within 15 days after the board's final report is mailed to property owners under Subsection (5)(b).

(b) Except as provided in Subsection (6)(a), no appeal may be taken from the findings of a board of equalization.

(7) The findings of a board of equalization are final:

(a) when approved by the governing body, if no appeal is allowed under Subsection (6); or

(b) after the time for appeal under Subsection (6) is passed, if an appeal is allowed under that subsection.

- (8)
- (a) If a governing body has levied an assessment to pay operation and maintenance costs within an assessment area, the governing body may periodically appoint a new board of equalization to review assessments for operation and maintenance costs.
  - (b) Each board of equalization appointed under Subsection (8)(a) shall comply with the requirements of Subsections (3) through (6).
- (9)
- (a) An owner who fails to make an objection setting forth all claims, in accordance with Subsection (9)(b), to the board of equalization waives all objections, except as provided in Subsection (10), to the levy.
  - (b) An owner may set forth a claim and object to a levy by:
    - (i) appearing before the board of equalization in person or through a designated agent; or
    - (ii) submitting the objection in writing if the objection is received by the board of equalization before:
      - (A) the first hearing as described in Subsection (3)(a); or
      - (B) if applicable to the owner, a subsequent hearing described in Subsection (4)(c)(i)(B).
- (10) The provisions of Subsection (9)(a) do not prohibit an owner's objection that the governing body failed to obtain jurisdiction to order that the improvements which the assessment is intended to pay be provided to the assessment area.
- (11)
- (a) This section may not be interpreted to insulate a local entity from a claim of misuse of assessment funds.
  - (b)
    - (i) Except as provided in Subsection (11)(b)(ii), an action in the nature of mandamus is the sole form of relief available to a party challenging the misuse of assessment funds.
    - (ii) The limitation in Subsection (11)(b)(i) does not prohibit the filing of criminal charges against or the prosecution of a party for the misuse of assessment funds.

Amended by Chapter 396, 2015 General Session

## NOTICE OF PROPOSED ASSESSMENT

Pursuant to Utah Code Ann. §11-42-206 (3)(a)(ii), notice is hereby given that on July 6, 2022, the City of Vernal designated the Downtown Plan Assessment Area which includes the properties in the block of 100 West Main going east to Vernal Avenue and from Main Street going south to 100 South.

The assessment list for the Downtown Parking Assessment Area is below.

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Roxanne Behunin, City Recorder

### ASSESSMENT LIST

<b>Address</b>	<b>Owner</b>	<b>Parcel #</b>	<b>Square Feet</b>	<b>Parking Stall Liability</b>	<b>Parking Stalls Provided</b>	<b>Estimated SAA Monthly cost</b>
95 W Main	ASE Investment LLC	050260011	10,512	18	0	\$180.00
87 W Main	Vance & Sonja Norton	050260010	3,466	6	0	\$60.00
81 W Main	William & Anna Barton	050260009	3,952	7	0	\$70.00
73 W Main	TBK Investments LLC	050260008	3,190	6	0	\$60.00
67 W Main	8 Slice Vida LLC	050260007	3,429	6	0	\$60.00
25 W Main	Possess Utah Land LLC	050260005	17,125	29	0	\$290.00
3 W Main	Zions First National Bank	050260001	13,100	22	16	\$60.00
43 So 100 W	Vernal City	050260012	950	2	0	\$20.00
90 So Vernal Ave.	Zions First National Bank	050260004	16,551	28	17	\$110.00
32 W 100 So	Michael Durrant	050260015	6,128	11	0	\$110.00