

**NOTICE OF A VINEYARD REDEVELOPMENT  
AGENCY BOARD MEETING  
April 26, 2023, at 6:00 PM**

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Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, April 26, at 6:00 PM, starting at 6:00 PM, or as soon thereafter as possible, following the City Council Meeting, in the City Council Chambers at 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

**AGENDA**

**1. CALL TO ORDER**

**2. CONSENT AGENDA**

2.1 [Approval of April 12, 2023 RDA Meeting Minutes](#)

**3. BUSINESS ITEMS**

**3.1 DISCUSSION AND ACTION – [Approval of an Interlocal Agreement by and between the Vineyard Redevelopment Agency \(RDA\) and the City of Vineyard for the Administration of Tax Increment Funds in the Vineyard Housing and Transit Reinvestment Zone \(Resolution U2023-03\)](#)**

City Manager Ezra Nair will present an interlocal agreement with Vineyard City for the administration of Tax Increment Funds. The RDA Board will act to adopt (or deny) this agreement by Resolution.

**4. ADJOURNMENT**

RDA meetings are scheduled as necessary.

The Public is invited to participate in all Vineyard Redevelopment Agency meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Deputy Recorder at least 24 hours before the meeting by calling (801) 226-1929.

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

AGENDA NOTICING COMPLETED ON: April 25, 2023

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



**MINUTES OF A VINEYARD REDEVELOPMENT  
AGENCY BOARD MEETING**  
City Council Chambers  
125 South Main Street, Vineyard, Utah  
April 12, 2023 at 6:00 PM

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**Present**

Chair Julie Fullmer  
Boardmember Tyce Flake  
Boardmember Amber Rasmussen  
Boardmember Mardi Sifuentes  
Boardmember Cristy Welsh

**Absent**

**Staff present:** City Manager Ezra Nair, City Attorney Jayme Blakesley, Chief Building Official Cris Johnson, Lieutenant Holden Rockwell with the Utah County Sheriff’s Office, Community Development Director Morgan Brim, Public Works Director Naseem Ghandour, Water Manager Sullivan Love, Deputy Recorder Kelly Kloepfer


**Others speaking:** Residents Julie Gray and Daria Evans; Pete Evans and Nate Hutchinson with Flagborough LLC


**1. CALL TO ORDER**

 Chair Fullmer opened the meeting at 6:00 PM.

**2. CONSENT AGENDA**

**2.1 Approval of the March 8, 2023, RDA Meeting Minutes**


 Chair Fullmer called for a motion.


 **Motion:** BOARDMEMBER WELSH MOVED TO APPROVE THE CONSENT ITEM AS PRESENTED. BOARDMEMBER SIFUENTES SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

**3. BUSINESS ITEMS**


**3.1 PUBLIC HEARING – Participation Agreement with Flagborough, LLC for Tax Increment Funds and Triggering Phases 5A and 5B of the HTRZ (Resolution U2023-02)**


Flagborough, LLC is requesting an extension for the collection of Phase V of the Geneva Urban Renewal Area. The RDA Board will act to adopt (or deny) this request by Resolution.


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


50  **Motion:** BOARDMEMBER WELSH MOVED TO GO INTO A PUBLIC HEARING AT  
51 6:01 PM. BOARDMEMBER FLAKE SECONDED THE MOTION. CHAIR FULLMER,  
52 BOARDMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE  
53 MOTION CARRIED UNANIMOUSLY.


54  
55  Chair Fullmer turned the time over to City Manager Ezra Nair to give context.

56  
57  Mr. Nair explained that the City Council and the state had approved a Housing and Transit  
58 Reinvestment Zone (HTRZ) around the Vineyard FrontRunner Station, which was a separate zone  
59 that allowed for increased density around the station to encourage ridership. He stated that when  
60 an area was in one of these special zoning districts, the property needed to be triggered for it to  
61 start collecting tax increment. He further explained that there were 25-year life cycles for when an  
62 area was triggered, and that the Vineyard RDA didn't have 25 years left. This allowed the city to  
63 extend the life of the RDA so that the HTRZ could be triggered first, followed by the RDA.


64  
65  Chair Fullmer called for public comments.


66  
67  Resident Julie Gray, living in the Villas, wanted to see what the planned intent was for that  
68 community. She expressed concern for housing density and its impact on the city.


69  
70  Pete Evans with Flagborough commented that this was a complicated issue and that it had  
71 taken time to get to this point. He explained that this would not change the approved usage,  
72 zoning, or densities in the area, and that most of property had not yet been fully planned. He said  
73 that these were simply financial tools to allow state and city to implement environmental cleanup,  
74 infrastructure, and redevelopment goals.


75  
76  Mr. Nair added that the portion of the RDA that was being extended now was on the north  
77 side and that within a few months they would request that the remainder of the untriggered areas  
78 be triggered as well.


79  
80  Mr. Brim showed a map of the affected area.

81  
82  Mr. Evans described the intended development as being denser around the train station and  
83 getting less dense going north. There would be a large linear Promenade that would connect the  
84 train station to the lake, and a pedestrian bridge to go over the future Connector.

85  
86  Ms. Gray asked why the extension was needed.


87  
88  Mr. Nair responded, indicating that the HTRZ was a financing tool recently created by the  
89 state and that it did not exist when the RDA was first created. A brief discussion ensued about  
90 how this tool helped to address the housing crisis, develop infrastructure, and that it was the envy  
91 of the nation.

92  
93  Ms. Gray asked if we had a model in the state of Utah that we could compare this to.


94  
95  Chair Fullmer responded that Vineyard might be that model. She added that Vineyard was  
96 not the only place in the country with this kind of transit-oriented development and affordable  
97 housing approach, but that it was newer to the state. The discussion continued.

98


99

100  Councilmember Welsh remarked that the residents could be proud that as soon as this was  
101 passed by the state legislature, Vineyard was one of the first to apply. Now almost every other  
102 city in the county that was eligible was lining up to use this mechanism.


103

104  Nate Hutchinson with Flagborough pointed out that one of questions with density was  
105 traffic. He said that growth in Utah was a given, and this concept was to make it smart growth, so  
106 the density would be clustered around the transit stations.

107

108  Resident Daria Evans, living in the Villas, asked about the train station parking. She  
109 understood it was temporary, and asked where the new parking would be placed in relation to the  
110 new development.

111

112  Mr. Evans explained that the agreement with Utah Transit Authority (UTA) was that there  
113 would eventually be a parking structure near the train station with a shared parking agreement.

114

115  Chair Fullmer called for further questions from the public. Hearing none, she called for a  
116 motion to close the public hearing.


117

118  **Motion:** BOARDMEMBER WELSH MOVED TO CLOSE THE PUBLIC HEARING AT  
119 6:16 PM. BOARDMEMBER FLAKE SECONDED THE MOTION. CHAIR FULLMER,  
120 BOARDMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE  
121 MOTION CARRIED UNANIMOUSLY.

122

123  Chair Fullmer called for further discussion or a motion.

124


125  **Motion:** BOARDMEMBER WELSH MOVED THAT WE ADOPT RESOLUTION  
126 U2023-02. BOARDMEMBER SIFUENTES SECONDED THE MOTION. ROLL CALL  
127 WENT AS FOLLOWS: CHAIR FULLMER, BOARDMEMBERS FLAKE, RASMUSSEN,  
128 SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

129


130

#### 131 4. ADJOURNMENT

132

133  Chair Fullmer called for a motion to adjourn the meeting.

134

135  **Motion:** BOARDMEMBER WELSH MOVED TO ADJOURN THE MEETING AT 6:17  
136 PM. BOARDMEMBER FLAKE SECONDED THE MOTION. CHAIR FULLMER,  
137 BOARDMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTER YES. THE  
138 MOTION CARRIED UNANIMOUSLY.

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141 MINUTES APPROVED ON : \_\_\_\_\_

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143 CERTIFIED CORRECT BY: /s/Kelly Kloepfer

144

KELLY KLOEPFER, DEPUTY RECORDER



## VINEYARD RDA STAFF REPORT

**Meeting Date:** April 26th, 2023

**Agenda Item:** 3.1 Interlocal Agreement by and between the Vineyard RDA and Vineyard City for Administration of Tax Increment Funds in the HTRZ (Resolution U2023-03)

**Department:** City Manager

**Presenter:** Ezra Nair

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**Background/Discussion:**

Pursuant to Utah Code Annotated § 63N-3-6 the City Council voted on August 10, 2022 to move forward with an application for a special zoning district allowed under state law. At our last meeting on April 12<sup>th</sup> 2023, the city council voted to appoint the Vineyard Redevelopment Agency (RDA) to administer the Vineyard Housing and Transit Reinvestment Zone (HTRZ) funds. This agreement confirms that appointment and authorizes funds to be paid directly to the agency in the same manner as other tax increment within the RDA.

**Fiscal Impact:**

Tax Increment will be paid to the RDA as anticipated when the HTRZ was approved.

**Recommendation:**

Recommendation:

Staff recommends the City Council approve Resolution U2023-03 approve the interlocal agreement for the administration of Tax Increment funds for the HTRZ.

**Sample Motion:**

I move that the board approves Resolution U2023-03 to approve the interlocal agreement by and between the Vineyard RDA and Vineyard City for the Vineyard HTRZ.

## RESOLUTION U2023-03

### A RESOLUTION OF THE VINEYARD REDEVELOPMENT AGENCY APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF VINEYARD FOR THE VINEYARD HOUSING AND TRANSIT REINVESTMENT ZONE

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

WHEREAS, the City of Vineyard (the "City") has appointed the Vineyard Redevelopment Agency (the "Agency") to oversee the HTRZ and administer the HTRZ Funds; and

WHEREAS, the City and Agency desire to enter into an Interlocal Agreement so the Agency can receive and administer the HTRZ Funds for the City;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE VINEYARD REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Approval. The Board of Directors of the Vineyard Redevelopment Agency hereby approves that certain Interlocal Agreement, attached hereto as Exhibit A and incorporated herein by reference. The Chair of the Board of Directors of the Redevelopment Agency is hereby authorized to execute the Interlocal Agreement for and in behalf of the Agency.

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

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the Board of Directors.

Passed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Chair Julie Fullmer

Attest:

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Secretary

**INTERLOCAL AGREEMENT by and between the  
VINEYARD REDEVELOPMENT AGENCY and the CITY OF VINEYARD for the  
VINEYARD HOUSING AND TRANSIT REINVESTMENT ZONE**

**THIS INTERLOCAL AGREEMENT (“Agreement”)**, is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the **VINEYARD REDEVELOPMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **VINEYARD CITY**, a political subdivision of the State of Utah (the “**City**”). The Agency and the City may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

**A. WHEREAS** on December 12, 2022, a Housing and Transit Reinvestment Zone Committee for the Utah Governor’s Office of Economic Opportunity (“**Committee**”) approved the creation of a Housing and Transit Reinvestment Zone (“**HTRZ**”) area within Vineyard City; and

**B. WHEREAS** pursuant to Utah Code § 63N-3-607(1), the City is entitled to receive tax increment funds generated within the HTRZ (“**HTRZ Funds**”) and must use the HTRZ Funds in accordance with Utah Code § 63N-3-607. The HTRZ Funds collection period will run for twenty-five (25) years beginning on January 1, 2028 (“**HTRZ Collection Period**”); and

**C. WHEREAS** pursuant to Utah Code § 63N-3-607(2)(c)(i), the City has appointed the Agency to oversee the HTRZ and administer the HTRZ Funds; and

**D. WHEREAS** pursuant to Utah Code § 63N-3-607(2)(c)(ii), the City and Agency desire to enter into this Agreement so the Agency can receive and administer the HTRZ Funds for the City; and

**E. WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Housing and Transit Reinvestment Zone Act, Title 63N Chapter 3 of the Utah Code (the “**Act**”).

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. HTRZ Funds.** The City shall distribute all HTRZ Funds to the Agency so the Agency can administer and distribute the funds in accordance with applicable law and the participation agreement entered into by and between the Agency and Flagborough L.L.C., a Delaware limited liability company, as the participant, executed as of even date herewith. The City hereby authorizes and directs Utah County officials and personnel to pay directly to the Agency all amounts due to the Agency under this Agreement in accordance for the periods described herein.

**2. Acknowledgement by City.** The City agrees and acknowledges that the development of the HTRZ area, the installation of public infrastructure, and the generation of HTRZ Funds is the responsibility of the developer of and/or property owners in the HTRZ area and that the Agency has no obligations relating to development within or for the benefit of the HTRZ area other than those express

obligations as may be contained in this Agreement or in a participation agreement entered into between the Agency and a participant.

3. **Third-Party Beneficiary.** Except for Flagborough L.L.C., a Delaware limited liability company, which is an intended third-party beneficiary under this Agreement and the developer of the HTRZ area, this Agreement is solely for the benefit of the Parties hereto and shall be enforceable by no other individual or entity.

4. **Interlocal Cooperation Act.** In satisfaction of the requirements of Title 11, Chapter 13 of the Utah Code (the “**Cooperation Act**”) in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. Once executed, a copy of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all Parties in accordance with Section 11-13-219 of the Cooperation Act.

5. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties and with Master Developer’s consent. Any oral representation or modification concerning this Agreement shall be of no force or effect.

6. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and



understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

**8. Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

**9. Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the Parties. The Parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Vineyard, Utah.

**10. Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

**11. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties’ intent in entering into this Agreement.

**12. Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

**13. Authorization.** Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

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

15. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

16. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

*[Remainder of page intentionally left blank; signature pages to follow]*

**ENTERED** into as of the day and year first above written.

**AGENCY:**

**VINEYARD REDEVELOPMENT  
AGENCY**, a political subdivision of the State  
of Utah

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Name: Julie Fullmer  
Title: Chair

***Attest:***

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Name: Pamela Spencer  
Title: Secretary

**Attorney Review for the Agency:**

The undersigned, as counsel for the Vineyard Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

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Name:

*[signatures continue on next page]*

**CITY:**

**VINEYARD CITY,**  
a political subdivision of the State of Utah

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Name: Julie Fullmer  
Title: Mayor

***Attest:***

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Name: Pamela Spencer  
Title: City Recorder

**Attorney Review for the City:**

The undersigned, as attorney for Vineyard City has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

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Name: