



**NOTICE OF A REGULAR
CITY COUNCIL MEETING
May 24, 2023, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, May 24, 2023, at 6:00 p.m., in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

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

2. WORK SESSION

No items were submitted.

3. PUBLIC COMMENTS

(15 minutes)

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

Public comments can be submitted ahead of time to pams@vineyardutah.org.

4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

5.1 City Manager Ezra Nair

5.2 Planning Commission

6. CONSENT ITEMS

6.1 Approval of the April 26, 2023, City Council Meeting Minutes

6.2 Approval of the April 27, 2023, City Council Special Session Minutes

6.3 Approval of City Red Curb Plan (Resolution 2023-21)

6.4 Authorization for the City Manager to Enter into an Industrial Stormwater Connection Agreement with Anderson Geneva for the North Storm Drain System (Resolution 2023-22)

- 6.5 Approval of an ILA with UDOT for the Industrial Stormwater Agreement (Resolution 2023-23)
- 6.6 Approval of a City-wide Grounds Maintenance Contract Extension with Reel Cut LLC
- 6.7 Approval of a Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management (Resolution 2023-24)
- 6.8 Approval of Bout Time Pub & Grub Vineyard – DABS Restructuring of Ownership Local Consent
- 6.9 Approval of a Special Event Permit for Authority Heating and Cooling
- 6.10 Approval of Budget Expense for a Task Order Modification for Consor Engineers’ Master Plan Work
- 6.11 Approval of Vineyard Municipal Code Amendments (Ordinance 2023-20), amending Titles 6, 8, 10, and 13.

7. APPOINTMENTS

7.1 Community Garden Director for Gammon Park

With the advice and consent of the City Council, Mayor Fullmer will appoint Mark Legerski as the director of the Gammon Park Community Garden.

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

8.1 PRESENTATION – Foodscaping Utah

(15 minutes)

Dr. John Trimble with Foodscaping Utah will present information on how the city can welcome, facilitate, and educate residents about landscaping with edible plants.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Municipal Code Amendments (Ordinance 2023-19)

(15 minutes)

Special Events Coordinator Anna Nelson will present proposed amendments to the Vineyard Municipal Code Title 6 Criminal Code, amending Section 13.12.120 and adding Chapter 13.14 Special Events. The mayor and City Council will act to adopt (or deny) this request by ordinance.

9.2 PUBLIC HEARING – Transfer from Enterprise Funds to Internal Services Fund

City Manager Ezra Nair will present recommendations to transfer enterprise funds to an internal service fund to pay for services such as facilities, fleet, and information systems. The City Council will hear public comment regarding these recommended transfers. No action will be taken.

9.3 DISCUSSION AND ACTION – Proposed Tentative Fiscal Year 2023-2024 Budget

(15 minutes)

City Manager Ezra Nair will present the Tentative Fiscal Year 2023-2024 Budget. The mayor and City Council will act to adopt (or deny) the proposed tentative budget and set a public hearing for June 14, 2023.

9.4 PUBLIC HEARING – Consolidated Fee Schedule (Resolution 2023-25)

Accountant Koby Johnston will present proposed amendments to the Consolidated Fee Schedule. The Mayor and City Council will act to adopt (or deny) this request by resolution.

9.5 PUBLIC HEARING – Zoning Text Amendment - Domestic Livestock and Fowl

(Ordinance 2023-15) *(This item was postponed from the April 26, 2023, City Council meeting.) (This item is being postponed to the June 28, 2023, City Council Meeting.)*

Planner Cache Hancey will present an ordinance which would provide greater allowance for domestic fowl in lots less than 1 acre and would permit a certain number of chickens based on lot size. The mayor and City Council will act to adopt (or deny) this request by ordinance.

9.6 DISCUSSION AND ACTION – Vineyard Municipal Code Amendments (Ordinance 2023-21) *(5 minutes)*

City Attorney Jayme Blakesley will present proposed amendments to the Vineyard Municipal Code Chapter 2.14 Elections. The mayor and City Council will act to adopt (or deny) this request by ordinance.

10. CLOSED SESSION

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

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares
- (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares
- (f) discussion regarding deployment of security personnel, devices, or systems;
- (g) the purpose of considering information that is designated as a trade secret, as defined in Section [13-24-2](#), if the public body's consideration of the information is necessary in order to properly conduct a procurement under [Title 63G, Chapter 6a, Utah Procurement Code](#);

11. ADJOURNMENT

The next meeting is on Wednesday, June 14, 2023.

This meeting may be held in a way that will allow a councilmember to participate electronically. The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

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

AGENDA NOTICING COMPLETED ON: May 23, 2023

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER, CITY RECORDER

**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
April 26, 2023, at 6:07 PM

Present

Mayor Julie Fullmer
Councilmember Tyce Flake
Councilmember Mardi Sifuentes
Councilmember Cristy Welsh

Absent

Councilmember Amber Rasmussen

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, Finance Director David Mortensen, Public Works Director Naseem Ghandour, City Planners Briam Amaya Perez and Cache Hancey, Human Resource Manager Corrie Steeves, Special Event Coordinator Anna Nelson, Parks and Recreation Director Brian Vawdrey, Deputy Recorder Kelly Kloefer

Others speaking: Jamie Young with the Utah Recreation and Parks Association; residents Tyler Haroldsen, Jordan Wood, Daria Evans, David Robins, and David Lauret; Karoline Pershell with SRT Labs; Ian Giles with Genderbands; Nate Hutchinson and Pete Evans with Flagborough LLC

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

 Mayor Fullmer called the meeting to order at 6:07 PM. Councilmember Sifuentes gave the invocation and led the Pledge of Allegiance.

2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

2.1 Award Presentation

Jamie Young and Rhett Ogden, President and President-Elect of the Utah Recreation and Parks Association, will present an award to Parks and Recreation Director Brian Vawdrey.

 Ms. Young shared some of Mr. Vawdrey's accomplishments and presented him with his award.

3. WORK SESSION

3.1 Fiscal Year 2023-2024 Tentative Budget

Finance director David Mortensen will lead a discussion about the Fiscal Year 2023-2024 Tentative Budget.

 Finance Director David Mortensen presented the details of the tentative budget. He explained that the tentative budget would be presented for adoption at the May 10, 2023, City Council meeting.

 Mayor Fullmer called for questions from the council.

 Councilmember Welsh explained that this was the first iteration of the budget and that there would be changes before final approval.

 Mayor Fullmer thanked Mr. Mortensen for his work on the budget.

4. PUBLIC COMMENTS

 Mayor Fullmer called for public comments.

 Resident Tyler Haroldsen, living on Mill Road, commented on the Zoning Code for Holdaway Fields, and explained that he wanted to see more corner stores and light commercial. He expressed concern with traffic problems in that area. He mentioned the transportation plan and asked about addressing transit needs.

 Resident Jordan Wood, living in the LeCheminant subdivision, expressed concern that streets were narrow in his neighborhood and surrounding areas and that cars were going too fast. He stated that there were so many children, and he was concerned that children were going to get hit by cars. He suggested speed bumps but understood that snow removal would be more difficult. Mayor Fullmer asked him to leave contact information and the City Engineer would contact him about the current traffic mitigation study for his neighborhood.

 Resident Daria Evans, living in The Villas subdivision, congratulated Mr. Vawdrey and Ben King of the Parks and Recreation Department. She felt that Earth Day Cleanup had a good turnout and that it was a good event. She said that she enjoyed the Community Fair last night, and while there had spoken with the Orem Firefighters regarding the three possible locations for a fire station in Vineyard. She asked about the open house that was held at the Megaplex recently and if it was to do with a Mill Road expansion. Mayor Fullmer replied that the open house was to be informative and to seek public input about things happening in the community, and that they were working with the Orem Fire Department.

 Ms. Evans asked if there would be an announcement about the grocery store tonight. City Manager Ezra Nair gave an update about the Mill Road Townhall (open house). He shared that the purpose of the special session tomorrow was for a plat that did not make it on tonight's agenda regarding parking at Edgewater.

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

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Sifuentes reported that the Earth Day cleanup was a success, with about 250 people in attendance. She mentioned that May was Bike Month, and that Vineyard Days would be coming soon.

 Mayor Fullmer reported that she and Councilmember Sifuentes had attended an Alpine School District meeting about boundary adjustments and school closures. She mentioned that she sent a letter to the school district asking them to slow down the process in which they were making these changes.

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

6.1  City Manager Ezra Nair reported on the Community Fair held last night at Freedom Preparatory

Academy. He mentioned that Vineyard had added new commissions and boards and suggested that if residents wanted to get involved, to let staff know. He reported that 800 North at Geneva Road would be closed Friday through Monday to restripe for a second lane into Vineyard. He noted that one of the lanes would terminate at Mill Road. He mentioned that they would be working on a left turn lane from Franklin Academy onto Center Street.

7. **CONSENT ITEMS** *(There was no roll call vote when Items 7.1 through 7.3 were adopted during the April 12, 2023, City Council meeting. To make sure they are duly adopted, we are asking for ratification of these items on this consent agenda by roll call vote.)*

7.1 [Approval of an Interlocal Agreement with Utah County for Election Services \(Resolution 2023-15\)](#)

7.2 [Approval of a Contract Award for the Installation of Wireless Irrigation Controllers for Main Street \(Resolution 2023-16\)](#)

7.3 [Approval of an Interlocal Agreement with Utah County for Mass Notification Services \(Resolution 2023-17\)](#)

7.4 [Approval of the April 12, 2023, City Council Meeting Minutes](#)

7.5 [Approval of Downtown Vineyard Phase 2b Final Plat](#)

7.6 [Approval of a Special Event Permit for Liberty Defenders on May 27, 2023](#)

7.7 [Approval of a Special Event Permit for Pro-Life Life Utah on June 24, 2023](#)

7.8 [Ratification of the city manager's signature on the invoice with World Trade Center Utah](#)

7.9 [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 \(Resolution 2023-20\)](#)

7.10 [Approval of Fireworks Restrictions \(Ordinance 2023-18\)](#)

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER WELSH MOVED TO APPROVE THE CONSENT ITEMS AS PRESENTED. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

 Mr. Nair gave an update on the parking agreement with the Lakefront Development. He noted that staff was working on a parking policy for the city.

8. APPOINTMENTS

No names were submitted.

9. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

9.1 Smart Cities Initiative Presentation by SRT Labs.

Karoline Pershell of SRT Labs will present a software systems audit and roadmap.

 Ms. Pershell commended the city for being forward-thinking and open-minded. She gave her presentation. She mentioned that there were six projects they were looking to integrate.

 Councilmember Welsh asked how the city would be implementing this technology over time. Ms. Pershell replied that it would be in three phases. There was a discussion about the projects.

9.2 Arbor Day Proclamation 2023-02

9.3 Building Safety Month Proclamation 2023-03

9.4 Bike Month Proclamation 2023-04

9.5 Drinking Water Week Proclamation 2023-05

9.6 Public Works Week Proclamation 2023-06

 Mayor Fullmer read the proclamations.

10. BUSINESS ITEMS

10.1 DISCUSSION AND ACTION – [Genderbands Special Event Permit Application and Fee Waiver Request](#)

Special Event Coordinator Anna Nelson will present a special event permit application for the Utah Trans Pride Festival on August 12, 2023. The applicant is requesting a fee waiver. The mayor and City Council will take appropriate action.

 Mayor Fullmer turned the time over Special Event Coordinator Anna Nelson.

 Ms. Nelson presented the application and the staff recommendations. She noted that their first event was in Provo in 2019 with 250 attendees and they were hoping for 500 attendees this year. She explained that staff was recommending an adjustment to the layout of the event because of how busy the park was. She noted that they had requested a fee waiver and that the staff's recommendation was to not waive the fees.

 Event organizer Ian Giles with Genderbands explained the reasons why he requested the north side for the booths. He wanted to keep the event away from the splash pad since he understood how busy it was. He wanted to put the booths on the grass so people could walk and use wheelchairs on the sidewalk. There was a discussion about the layout of the event. Mayor Fullmer felt that they should stick with how the city had done all of their events. Councilmember Welsh agreed with Mayor Fullmer and noted that there were, on average, 2000 residents using the park each day during the summer months. The discussion continued.

 Mr. Giles explained the reasons why he was requesting a fee waiver. Mayor Fullmer explained that she had said no to other applicants for fee waivers and wanted to treat every event

the exact same way. Councilmember Sifuentes expressed her appreciation for Mr. Giles wanting to bring people into the city but agreed that they should be consistent.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER WELSH MOVED TO APPROVE THE SPECIAL EVENT PERMIT FOR GENDERBANDS WITH THE FOUR CONDITIONS RECOMMENDED BY STAFF AND INCLUDING THE PARK LAYOUT AS NOTED. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

10.2 PUBLIC HEARING – Central Corridor Master Plan (Ordinance 2023-16)

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

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 7:30 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

 Mr. Amaya Perez reviewed the comments submitted at the March 15, and April 5, 2023, Planning Commission meetings. He gave a brief background on the work done to this point. He mentioned items discussed, such as the rental of the fields, light poles, and trees in this area. He reviewed the Project highlights.

 Mayor Fullmer called for public comments.

 Mr. Haroldsen asked if the trails would be for both bikes and pedestrians. He asked if they could designate biking and walking areas on the trails. There was a discussion about the trail system. Mr. Blakesley commented that striping would make the lanes too narrow. He suggested signage saying, "pedestrians keep to right," which he felt was a good solution.

 Resident Dave Robins, living on Holdaway Road, thanked the city council for following up on the promises they had made to his mother when the city purchased the property. He expressed concern with on-street parking on Center Street and being able to control the speed of cars on that road.

 Mayor Fullmer thanked Mr. Robins for being involved and thanked Councilmember Welsh and the steering committee for their work on this plan.

 Resident David Lauret, living on Holdaway Road, mentioned the removal of the old tree at Gammon Park and asked if the city could build a nesting stand to replace the location where hawks used to nest. Mayor Fullmer and Councilmember Welsh agreed.

 Mayor Fullmer called for further public comments. Hearing none, she called for a motion to close the public hearing.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 7:50 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

 Mayor Fullmer called for comments from the council.

 Councilmember Flake recommended that Mr. Perez consult with City Arborist George Schramm. He mentioned that the cottonwood trees would have to come down. Mayor Fullmer mentioned that there would be a phasing plan for how to replace trees when those came down. There was a discussion about trees in the park.

 Councilmember Sifuentes asked about adding a pull-off area along Main Street in front of Vineyard Grove Park. She explained that she had noticed cars stopping in the middle of the road to drop off and pick up people. She was not asking for a parking area, but a pull out. Mr. Amaya Perez said that they could discuss this during the Transportation Master Plan discussion.

 Councilmember Welsh said that residents felt emotional about the trees at Gammon Park, and she understood that because she was upset when a tree by the tennis court came down. She said that trees were a large part of the reason she got involved as a resident. She explained that Gammon Park's cottonwood trees were rotting from the inside out and when there was a storm, large limbs would come down. The city would leave them up for as long as they could, but they would need to come down eventually.

 Councilmember Welsh said that there were no plans to put lights on the fields and hoped that events would go to the Downtown area and not the parks. She mentioned that the speed limits were going to change in some areas, which should help with allowing street parking on Main Street. Mayor Fullmer recommended they discuss street parking with the Transportation Plan. She added that the current city hall building would become a public safety building.

 Councilmember Sifuentes noted that there was new modern technology for lights with the dark sky initiative, so that could be an option in the future.

 Councilmember Welsh thanked Mr. Amaya Perez for his dedicated work on this project. She felt proud of the city and that the residents could see that their voice was in this. She stated that this was extremely rewarding for her.

 Mayor Fullmer expressed her appreciation that everyone came together to create this plan, and summarized the discussion tonight.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER WELSH MOVED TO ADOPT ORDINANCE 2023-16 AS PRESENTED BY STAFF. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

10.3 PUBLIC HEARING – Zoning Text Amendment - Domestic Livestock and Fowl (Ordinance 2023-15)

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

 Mayor Fullmer explained that Councilmember Rasmussen was the main sponsor of this amendment but was ill and unable to attend tonight. She called for a motion to continue the item to a future meeting. There was a brief discussion about the motion.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CONTINUE THIS ITEM TO THE MAY 24, 2023, CITY COUNCIL MEETING. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

10.4 PUBLIC HEARING - General Plan Amendment to the Public Facilities and Services (Ordinance 2023-14)

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

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 8:09 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

 Mr. Amaya Perez explained that staff wanted to update two elements to the General Plan each year. He reviewed the updates to 8.04.010.

 Mayor Fullmer called for public comments. Hearing none, she called for a motion to close the public hearing.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 8:17 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

 Mayor Fullmer called for questions from the council.

 Councilmember Welsh thanked the Planning Department for their work on amending the General Plan.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT ORDINANCE 2023-14 AS PRESENTED BY STAFF. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

10.5 PUBLIC HEARING – Sign Code Amendments – (Ordinance 2023-17)

City Planner Cache Hancey will present a Zoning Text Amendment to amend Section 15.23.120 Signs. The proposed amendment would remove the Sign Standard Waiver, make changes to the Sign Standard Table, and add two additional sign types: Development Promotion and Direction and Wall Art and Building Mural.

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 8:18 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

 City Planner Cache Hancey reviewed the proposed changes. He said that staff suggested removing the Sign Standard Waiver, increasing the sign sizes and numbers of signs, adding two new additional sign types, and making minor changes throughout the code.

 There was a discussion about the Sign Standard Waiver.

 Mr. Hancey continued his presentation.

 Mayor Fullmer asked if they would remove the Sign Standard Waiver if they would be able to require a timer on certain signs. Mr. Hancey suggested that they add a condition in the code about lit signs near residential areas. There was a discussion about the Sign Standard Waiver.

 Councilmember Welsh expressed concern with amending the current sign code and was not ready to decide on this tonight.

 Councilmember Sifuentes asked for clarification on the size of the signs. Mr. Hancey explained what monuments and multi-tenant signs were. Councilmember Sifuentes asked for examples of those signs.

 Mayor Fullmer called for public comments.

 Nate Hutchinson with Flagborough asked about hanging development signage on the chain link fence surrounding their different developments. There was a discussion about fence signs.

 Resident Ms. Daria Evans expressed concern that the water tank mural would be a magnet for graffiti. Mayor Fullmer replied that the water tank would be monitored 24/7 and that murals discouraged graffiti. She encouraged Ms. Evans to get connected to the ARCH Commission.

 Mayor Fullmer called for further public comment. Hearing none, she called for a motion to close the public hearing.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO CLOSE THE PUBLIC HEARING AT 8:29 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

 Mayor Fullmer called for a motion.

 Mayor Fullmer asked if they could approve some of the items in the amendment tonight. Mr. Hancey mentioned that they hoped to award the artist for the mural soon. Mr. Blakesley explained that the way the ordinance was written it would be safer to push it to a future meeting.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CONTINUE THIS ITEM TO A FUTURE DATE WHEN ALL COUNCILMEMBERS WERE PRESENT. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

10.6 DISCUSSION AND ACTION - [Adoption of Alternate Municipal Voting Methods Pilot Project Participation for the 2023 Municipal Election \(Resolution 2023-14\)](#)

There was no roll call vote when this item was adopted during the April 12, 2023, City Council meeting. To make sure it is duly adopted, we are asking for ratification of this item on this consent agenda by roll call vote.

 Mayor Fullmer explained the reason for having this item return to the agenda.

 Councilmember Sifuentes asked about an email from the Utah County Clerk. Mr. Blakesley explained that there was a provision in the Vineyard Municipal Code (VMC) requiring a primary election if there were more than double the candidates running for one office. They would need to make a change to the VMC that either eliminates the primary requirement or adds the alternate voting project. There was a discussion about when they needed to make the change.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT RESOLUTION 2023-14, APPROVED BY THE CITY OF VINEYARD, UTAH TO PARTICIPATE IN THE MUNICIPAL ALTERNATE VOTING METHODS PILOT PROJECT FOR THE 2023 MUNICIPAL ELECTION. COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE AND WELSH VOTED YES. COUNCILMEMBER SIFUENTES VOTED NO. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED 3 to 1, WITH ONE ABSENT.

11. CLOSED SESSION

No closed session was held.

12. ADJOURNMENT

 Mayor Fullmer called for a motion to adjourn the meeting.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 8:36 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

MINUTES APPROVED ON: _____

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

**MINUTES OF A CITY COUNCIL
SPECIAL SESSION**

Held Electronically via Zoom
April 27, 2023, at 5:01 PM

Present

Councilmember Tyce Flake
Councilmember Mardi Sifuentes
Councilmember Cristy Welsh

Absent

Mayor Julie Fullmer
Councilmember Amber Rasmussen

Staff present: City Manager Ezra Nair, Planning Technician Rachel Stevens, and City Recorder Pamela Spencer

Others speaking: Karla Mata with X Development

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

 City Recorder Pamela Spencer opened the meeting at 5:01 PM. She called for a nomination for a mayor pro tempore.

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

2. BUSINESS ITEMS

2.1 DISCUSSION AND ACTION – [Geneva Retail Frontage Subdivision Plat D](#)

[Amendment](#)

X Development is requesting a final plat amendment approval. The subject property is within the Geneva Retail Mixed Use (GRMU) zoning district and contains approximately 4.47 acres of land. The subject property would be composed of six (6) unique lots. This plat amendment will allow for the Edgewater HOA parking lot expansion, providing 139 parking stalls for the HOA community. The mayor and City Council will take appropriate action.

 Mayor Pro tempore Welsh turned the time over to Planning Technician Rachel Stevens.

 Ms. Stevens reviewed the plat amendment and the stipulations recommended by staff. She reviewed the location of the parking lot. Karla Mata with X Development explained that they were creating a separate lot for parking. There was a discussion about the parking lot.

49  Mayor Pro tempore Welsh called for further questions. Hearing none, she called for a
50 motion.

51
52  **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE THE PLAT AS SHOWN
53 WITH THE STIPULATIONS APPROVED PREVIOUSLY. COUNCILMEMBER SIFUENTES
54 SECONDED THE MOTION. MAYOR PRO TEMPORE WELSH, COUNCILMEMBERS
55 FLAKE AND SIFUENTES VOTED YES. MAYOR FULLMER AND COUNCILMEMBER
56 RASMUSSEN WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

57
58

59 **3. ADJOURNMENT**

60

61  Mayor Pro Tempore Welsh called for a motion to adjourn the meeting.

62

63  **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 5:09
64 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR PRO
65 TEMPORE WELSH, COUNCILMEMBERS FLAKE AND SIFUENTES VOTED YES.
66 MAYOR FULLMER AND COUNCILMEMBER RASMUSSEN WERE ABSENT. THE
67 MOTION CARRIED WITH TWO ABSENT.

68

69

70 **MINUTES APPROVED ON:** _____

71

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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 6.3 City-Wide Neighborhood Red-Curb Policy

Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion: The purpose of this staff report is to present the proposed City-wide Neighborhood Red Curbing Policy for Vineyard City.

Vineyard City has experienced a steady increase in population and traffic over the years. The City is committed to ensuring the safety and well-being of its residents and visitors. One area of concern is the need for consistent policies and standards for red curbing to provide enhanced safety, public services, quality of life, accessibility, and consistency.

The proposed City-wide Neighborhood Red Curbing Policy establishes three priority areas for red curbing.

1. Areas with community mailboxes, fire hydrants, neighborhood entrance less than 80 feet long, intersections without a traffic control device or sign, inside lanes at uncontrolled curves and bulb-outs where street pavement is equal to or less than 24 feet wide, and trail crossings at uncontrolled street sections.
2. Areas with intersections within neighborhoods where the Public Safety Office has recommended inside lanes at uncontrolled curves and bulb-outs where street pavement is greater than 24 feet wide and neighborhood entrances longer than 80 feet.
3. Areas behind a stop sign as determined by the Public Safety Office.

The policy will exclude the Downtown Vineyard area, Commercial Districts, Collector Roads, Arterial Roads, and roads where the speed limit is greater than 25 mph. The City engineer will determine public safety requirements for those areas not specified in this policy on a situation basis and follow the Utah State laws and FHWA regulations.

Vineyard City Staff along with the Utah County Sheriff's Office established the following neighborhoods to be prioritized for FY23-24, are:

1. Le Cheminant & Bridgeport, 800 lf.
2. Cascade & Providence, 600 lf.
3. Maples, 750 lf.
4. Gardens, 850 lf,
5. Willows Clubhouse, 150 lf.
6. Sleepy Ridge, 1000 lf.



VINEYARD
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Fiscal Impact: \$5,200 at \$1.25 per linear foot to install red-curbing, proposed in FY23-24 budget.

Recommendation: Staff recommends that the Vineyard City Council approve the city neighborhood red-curb policy.

Sample Motion:

I move to adopt the City-Wide Neighborhood Red-Curb Policy as presented by Vineyard City Staff.

Attachments:

1. Resolution 2023-21
2. City-Wide Neighborhood Red-Curb Policy
3. Vineyard City Neighbor Map

RESOLUTION NO. 2023-21

**A RESOLUTION OF THE CITY COUNCIL ADOPTING A
CITY-WIDE RED CURB POLICY FOR VINEYARD, UTAH**

WHEREAS, the safety of pedestrians and the efficient movement of traffic are top priorities for the City of Vineyard; and

WHEREAS, red curbs provide a clear visual indication of no parking zones and help ensure that emergency vehicles have unobstructed access to the curb; and

WHEREAS, the current implementation of red curb regulations in Vineyard City is inconsistent and lacks clarity, leading to confusion and potential safety hazards for pedestrians and motorists; and

WHEREAS, adopting a clear and consistent city-wide red curb policy will help improve safety and the flow of traffic on city streets.

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

Section 1. Approval. The City-wide Red curb Policy, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, and adopted by the City Council of Vineyard City.

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

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

Passed and dated this 24th day of May 2023.

Julie Fullmer, Mayor

Attest:

Pamela Spencer, City Recorder



Vineyard City

Residential Red Curb Marking Policy and Procedures

It is the objective of this policy to install curb markings that provide a safe, efficient public right-of-way without significantly impacting the character of Vineyard streets. This policy, therefore, establishes the standards and procedures by which red curb marking requests are reviewed and implemented.

This policy and procedure document is necessary to outline the steps taken when reviewing curb marking requests. The Public Works Department is responsible for maintaining all infrastructure in the public right-of-way. This includes streets, gutters, and curbs. As such, this Department installs and maintains all curb markings in the city. The Engineering Department and the Public Safety Office are responsible for evaluating when and where curb markings are installed and ensuring that all are installed per accepted engineering standards.

Residents and business owners are not permitted to install curb markings in the right-of-way in any area of the City. Illegal curb markings are declared a public nuisance and are removed by the City at the property owner's expense. Additionally, it is unlawful to remove or modify any City-approved and installed curb marking. Doing so may lead to liability for those responsible and such modification will be corrected at the property owner's expense.

This policy will exclude the Downtown Vineyard area, Commercial Districts, Collector Roads, Arterial Roads, and roads with a speed limit greater than 25 mph. The City Engineer will determine public safety requirements for those areas not specified in this policy on a situational basis and follow the Utah State laws and FHWA regulations.

Curb Colors - Lines in Streets - City Engineer.

(1) The City Engineer is hereby authorized and directed, subject to any applicable provisions of the Utah State and Vineyard City Code, to cause curbs to be painted, lines to be painted, and signs to be erected in or near the public streets, which indicate locations or how motor vehicles may or may not be parked.

(2) When painted on curbs, the following colors shall have the following meanings:

(a) Red: means no standing, stopping, or parking at any time.

Enforcement of Red Curbs

The Vineyard City Law Enforcement and Code Enforcement Offices shall enforce curbing policies as outlined in the Vineyard City Municipal Code Section 10.04 Parking Regulations.

Red Curb

Red zones are no-parking zones where parking is not allowed at any time. Red means no stopping, standing, or parking at any time, except that a bus may stop in a red zone marked or signed as a bus zone.

No-parking zones can be installed in any area of the City where parked cars at the curb create an unsafe situation for vehicular or pedestrian traffic or reduces public services' operational efficiency at a particular location to unacceptable levels. Thus, when warranted by engineering review, red curbing can be installed on any intersection corner to maintain safe and efficient vehicular maneuverability or on certain segments of streets where narrow street widths cause vehicular operations to degrade to unacceptable conditions.

The red curb installations discussed above are considered critical red zones where parking restrictions are necessary to maintain safe roadways and traffic conditions. Other non-critical red zones include the curb space in front of fire hydrants, United States Post Office mailboxes, and appropriately signed and marked public transit bus stops.

Red Curbing Tiers

Establishing critical intersections and roadway red zones will be based primarily on street classification, and accident records are shown in **Table 1** of this policy.

In an effort to balance street characteristics and on-street parking demand with modern sight distance requirements, minimum red curb criteria have been established for Vineyard roadways according to street classification. Reviewed traffic accident data annually will identify intersections that experience three or more collisions within 12 months. The City will install additional red curbs by Utah State, Utah Manual for Uniform Traffic Control Devices (MUTCD), the American Public Works Association, and the City of Vineyard Engineering standards guidelines.

The guidelines were created in an effort to utilize a tiered approach to the installation of red curbs where only those locations that experience repeated accidents receive elongated red curb zones. For example, staff may recommend that an intersection meeting the Tier 1 Minimum Requirements and which experiences three or more accidents in 12 months receive Tier 2 level red curb improvements. If the same intersection experiences three or more accidents in a subsequent year, Tier 3 red curb improvements may be recommended. Only those accidents that could be corrected by installing red zones will be considered when considering the accident history at a location.

In any instance where three or more accidents have occurred at a particular intersection, the adjacent private property will be reviewed to ensure compliance with Vineyard Municipal Code Sections 15.32.280 and 15.32.290 are met; this section of the Municipal Code states that obstructions on private property taller than three feet and within the sight triangle established by the intersection sight distance procedures should be removed or lowered. Such objects include walls, fences, landscaping, trees, and buildings. Similarly, any tree within the sight triangle must be maintained such that its canopy provides seven feet of vertical sight clearance. Thus, within the sight triangle, objects must be lower than three feet and/or above seven feet.

Request of Red Curb by Private Party

A private party may request red curbing in a public right-of-way, which meets the following criteria. A private party must be either a Homeowner Association, 75% of a neighborhood that is not part of an established Homeowner Association, a public utility facility owner, or a public school facility owner.

Requests for red curb by a party must be submitted to the City through the Community Development Services application process. The City Engineer, Public Safety Official, and Public Works Operations will review requests. If approved, the applicant may be required to enter a reimbursement agreement for installation and recurring maintenance costs. The Public Works Operations will determine the costs of the agreement. Monies owed by the private parties shall be paid to the City Finance Department each recurring cycle.

The Public Safety Office may determine that the request is non-substantiated or to be removed in the best interests of or safety of the public. If the red curb condition is removed, the private party's responsibility for costs will also be ceased.

Common red curbing conditions by private parties.

Driveway Red Tipping and Pedestrian Ramp Red Curb Zones

The Utah Vehicle Code prohibits vehicles from parking across driveways. However, red curb zones adjacent to driveways, commonly referred to as "red tipping," can be requested and would typically be installed on either side of a driveway to promote better maneuverability into and out of to improve visibility from the driveway. Driveway red tipping can be installed to eliminate non-standard parking spaces (less than 18') between driveways, which can block driveways. Parking restrictions for driveway red tipping are enforceable just as any other no-parking zone in the City (i.e., any vehicle, including that of the property owner, can be cited for parking in a driveway red tipping zone).

The Utah Vehicle Code prohibits vehicles from parking across pedestrian ramps. Considering the Utah Motor Vehicle Traffic Code 41-6a-1401 already prohibits this action, the City typically discourages the installation of red curbs across pedestrian ramps but will consider requests for such red curb zones on a case-by-case basis, provided a letter of support or petition, signed by property owners of all corner properties at a particular intersection, is provided to the City.

Red Curb Zones Adjacent to Utilities

Requests for red curb zones adjacent to public utility facilities in the public right-of-way will be considered if the owner requests the utility facility. Such requests should limit the amount of red curbs to as short a zone as possible.

In support of Utah Motor Vehicle Traffic Code 41-6a-1401, the City shall paint 30 feet of red curb adjacent to all fire hydrants unless otherwise directed by the Fire Chief.

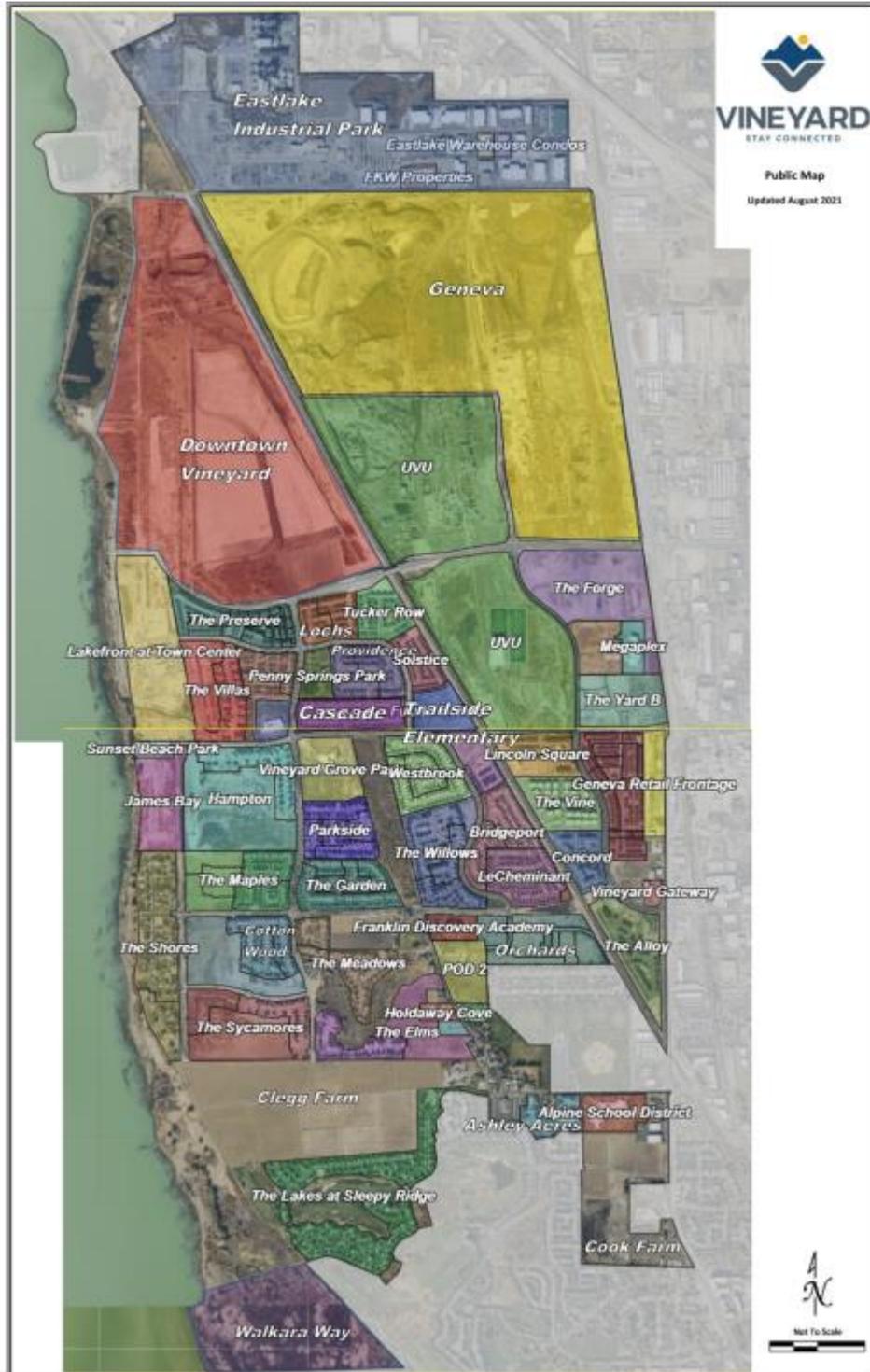
Table 1 - Red Curb Conditions

CONDITION	TIER 1	TIER 2	TIER 3
Fire Hydrants	X		
USPS Community Mailboxes in Public Right-of-Ways	X		
Neighborhood Entrances less than 80 ft	X		
Neighborhood Entrances greater than 80 ft		X	
Intersection without a Traffic Control Device	X		
Intersection at uncontrolled curves and bulb-outs where street pavement is less than 24 feet wide	X		
Intersection at uncontrolled curves and bulb-outs where street pavement is greater than 24 feet wide		X	
Areas behind a Traffic Control Device (e.g., stop sign)			X
Pedestrian Crossing at Intersections with a Traffic Control Device			X
Pedestrian Crossing at Intersections without a Traffic Control Device		X	
Trail Crossing at Uncontrolled Street Sections	X		
Public School Driveways (within a neighborhood street)		X	
Intersection where 3 or more accidents occurred within 12 months		X	
Intersection as determined by Public Safety Office		X	
Public area requested by Private Parties which enters into a maintenance agreement with the city, & approved by Public Safety Office			X



VINEYARD
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ATTACHMENT 3 Vineyard City Neighbor Map





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 6.4 Use Agreement for North Storm Drain System

Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion: The purpose of this staff report is to provide information and a recommendation regarding Vineyard City's proposed agreement with Andersen Geneva for the use of their private industrial stormwater system. This agreement would allow the city to offer stormwater discharge ability to the Utah Department of Transportation (UDOT) for the Vineyard Connector Extension project, which requires discharge to the northern portion of their project.

The Vineyard Connector Extension project is a major transportation infrastructure development project that will provide an important link between Vineyard and the surrounding areas. As part of the project, UDOT requires a stormwater discharge system to be in place to manage and treat stormwater runoff from the project area.

Andersen Geneva, a private company located near the Vineyard Connector Extension project area, has an industrial stormwater system that is currently underutilized. The system has the capacity to manage the stormwater needs of the UDOT project, and Vineyard City has been in discussions with Andersen Geneva regarding the possibility of using their system to meet the stormwater discharge needs of the Vineyard Connector Extension project.

The proposed agreement between Vineyard City and Andersen Geneva would allow the city to use the private industrial stormwater system for the duration of the Vineyard Connector Extension project. Under the terms of the agreement, Vineyard City would be responsible for paying for the Department of Environment Quality (DEQ) issued violations from system, caused by illicit discharge from the Vineyard City portion.

Vineyard City would enter into a separate agreement with UDOT to provide stormwater discharge for the Vineyard Connector Extension. This agreement will be a standard agreement including any maintenance or repairs that may be necessary.

Benefits: The proposed agreement has several benefits for Vineyard City, UDOT, and Andersen Geneva.

First, the agreement allows Vineyard City to meet the stormwater discharge needs of the Vineyard Connector Extension project without the need to construct and maintain a new



stormwater system. This reduces the financial and administrative burden on the city and allows the project to move forward more quickly.

Additionally, UDOT benefits from having a reliable stormwater system in place that meets their needs for the Vineyard Connector Extension project.

This agreement provides a cost-effective solution for meeting the stormwater discharge needs of the Vineyard Connector Extension project while reducing the burden on Vineyard City to construct and maintain a new system. Additionally, the agreement benefits UDOT and Andersen Geneva by providing a reliable stormwater system and generating additional revenue, respectively.

Fiscal Impact: None

Recommendation: Staff recommend that the Vineyard City Council authorize the City Manager to enter into an agreement with Andersen Geneva for the use of their private industrial stormwater system.

Sample Motion:

I move to allow the City Manager to enter Vineyard City into an agreement with Andersen Geneva for use of their private stormwater system.

Attachments:

1. Resolution 2023-22
2. Map of Area of Storm Drain Connection

RESOLUTION NO. 2023-22

A RESOLUTION OF THE VINEYARD CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH ANDERSEN GENEVA FOR USE
OF THEIR PRIVATE STORMWATER SYSTEM

WHEREAS, the Utah Department of Transportation's (UDOT) Vineyard Connector Expansion project requires the ability to discharge stormwater into the North Stormwater System; and

WHEREAS, the Vineyard City Council has determined that it is in the public interest and welfare of its residents, desires to enter into an agreement with Anderson Geneva for the use of their private stormwater system.

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

Section 1. Approval. The City Council of the City of Vineyard hereby authorizes the city manager to enter into an agreement for and in behalf of the City with Anderson Geneva for the use of their private stormwater system.

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

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

Passed and dated this 10th day of May 2023.

Mayor Pro Tempore

Attest:

Recorder

ATTACHMENT 2
Map of UDOT Vineyard Connector Extension Project



Map of the UDOT Vineyard Extension Project with the area of the Private Storm Drain System denoted by a RED circle.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 6.5 UDOT & Vineyard City Interlocal Agreement for Vineyard Connector Drainage

Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion: This staff report aims to provide information and recommendations regarding the proposed Interlocal Agreement between Utah Department of Transportation (UDOT) and Vineyard City (City) to use the City's industrial stormwater system. This agreement would allow the city to offer stormwater discharge ability to the Utah Department of Transportation (UDOT) for the Vineyard Connector Extension project, which requires discharge to the northern portion of their project.

The Vineyard Connector Extension project is a major transportation infrastructure development project providing an important link between Vineyard City and the surrounding areas. As part of the project, UDOT requires a stormwater discharge system to be in place to manage and treat stormwater runoff from the project area.

The proposed agreement between Vineyard City and Andersen Geneva would allow the city to use the private industrial stormwater system for the duration of the Vineyard Connector Extension project. Under the terms of the agreement, each party would be responsible for the Department of Environment Quality (DEQ) issued violations caused by their illicit discharge.

Vineyard City Manager will be authorized (on May 24) to enter into an agreement with Andersen Geneva for the City to connect into their private stormwater system to allow for UDOT's conveyance for the Vineyard Connector Extension. This agreement will be a standard agreement, including any maintenance or repairs that may be necessary.

Benefits: The proposed agreement has several benefits for Vineyard City, UDOT, and Andersen Geneva.

First, the agreement allows Vineyard City to meet the stormwater discharge needs of the Vineyard Connector Extension project without the need to construct and maintain a new stormwater system. This reduces the financial and administrative burden on the city and allows the project to move forward more quickly.

Additionally, UDOT benefits from having a reliable stormwater system that meets their needs for the Vineyard Connector Extension project.



This agreement provides a cost-effective solution for meeting the stormwater discharge needs of the Vineyard Connector Extension project while reducing the burden on Vineyard City to construct and maintain a new system. Additionally, the agreement benefits UDOT and Andersen Geneva by providing a reliable stormwater system and generating additional revenue, respectively.

Fiscal Impact: None

Recommendation: Staff recommend that the Vineyard City Council enter the Interlocal Agreement with UDOT to discharge stormwater into the City's system.

Sample Motion:

I move to allow the City Manager to enter Vineyard City into an agreement with Andersen Geneva for the use of their private stormwater system.

Attachments:

1. Resolution 2023-25
2. Interlocal Agreement – 12684 – UDOT & Vineyard City Drainage CoOp
3. Map of the Area of the Storm Drain Connection

ATTACHMENT 2
Map of UDOT Vineyard Connector Extension Project



Map of the UDOT Vineyard Extension Project with the area of the Private Storm Drain System denoted by a RED circle.

RESOLUTION NO. 2023-23

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

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

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with the Utah Department of Transportation (UDOT) for drainage improvements that will connect to and discharge stormwater into existing drainage facilities that are owned and maintained by Vineyard City.

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

1. The Vineyard City Council authorizes the mayor to sign the agreement titled Maintenance and Ownership Cooperative Agreement between The Utah Department of Transportation and Vineyard City, in the form attached hereto as Exhibit A.

2. This resolution shall take effect upon passing.

Passed and dated this 24th day of May, 2023.

Mayor

Attest:

Recorder

**MAINTENANCE AND OWNERSHIP COOPERATIVE AGREEMENT
BETWEEN
THE UTAH DEPARTMENT OF TRANSPORTATION
AND
VINEYARD CITY**

This Maintenance and Ownership Cooperative Agreement, by and between the **Utah Department of Transportation** (“UDOT”), an agency of the State of Utah, and **Vineyard City**, a Utah municipal corporation (“City”). Each as (“Party”) and together as (“Parties”).

RECITALS

WHEREAS, UDOT is progressing with the design and construction for the project identified as Project Number S-R399(386), Vineyard Connector; Main Street to 1600 N in Utah County, Utah, (“Project”); and

WHEREAS, UDOT will design and construct drainage improvements that will connect to and discharge storm water into existing drainage facilities that are owned and maintained by Vineyard City; and

WHEREAS, City will reserve storm drain system capacity to receive UDOT’s storm drain discharge at multiple locations; and

WHEREAS, the Parties shall each be responsible for certain drainage improvements, ownership, maintenance, and operations covered by this agreement in accordance with the terms and conditions contained herein.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into this Agreement) and the following mutual terms and conditions, the parties hereto agree as follows:

1. General Work

UDOT, through its Project work will construct storm drain system improvements to collect and convey UDOT and City storm water within the Project limits. Discharge locations and flow rate information are shown in Exhibit 1, 1a, and 1b which is incorporated by reference.

2. Comingled Water

UDOT and City agree to the comingling of storm water at all outfall locations indicated on Exhibits 1, 1a and 1b and at:

- The Promenade Pedestrian Structure (UDOT PIN 19890) over Vineyard Connector and the Vineyard Connector roadway.
- The Vineyard Road and East Road Connection with Vineyard Connector roadway.

3. Discharge Locations and Flow Rates

- a. **36-inch City pipe near Station 526+00**
 - i. Proposed 18-inch pipe, which will connect to an existing 36-inch pipe.
 - ii. UDOT will install and maintain a water quality device prior to the connection of the 18-inch pipe to the existing 36-inch pipe.
 - iii. UDOT will maintain the proposed pipe and all pipes, structures, and detention facilities upstream.
 - iv. Designed flow rate (detained and undetained) for anticipated future buildout condition:
 1. 5.0 cfs during the 10-year storm event
 - v. City will continue to maintain existing 36-inch pipe.

- b. **60-inch City storm drain near Station 530+50**
 - i. UDOT will install and maintain a water quality device prior to the connection to City's existing storm drain for the system draining Vineyard Connector roadway.
 - ii. City will maintain storm drain on the east side of the Promenade Pedestrian Structure (PIN 19890) and downstream until it connects to a drainage structure within Vineyard Connector roadway.
 - iii. UDOT will maintain storm drain downstream of the Promenade Pedestrian Structure (PIN 19890) connection aforementioned until the connection to City's 60-inch pipe.
 - iv. City will maintain storm drain on the west side of the Promenade Pedestrian Structure (PIN 19890) and downstream.
 - v. UDOT will install a water quality device before the storm drain on the west side of the Promenade Pedestrian Structure (PIN 19890) connects to the 60-inch storm drain. City will own and maintain said water quality device.
 - vi. Undetained designed flow rate for anticipated future buildout condition:
 1. 9.4 cfs: 10-year storm event
 - vii. City will continue to maintain 60-inch storm drain.

- c. **48-inch City storm drain near Station 536+30**
 - i. UDOT will install and maintain a water quality device prior to the connection to City's storm drain system.
 - ii. UDOT will maintain storm drain upstream of the connection to the 48-inch storm drain.
 - iii. Undetained designed flow rate for anticipated future buildout condition:
 1. 5.3 cfs: 10-year storm event
 - iv. City will continue to maintain existing 48-inch storm drain.

- d. **City Stormwater system near Station 574+75**
 - i. City will own and maintain drainage infrastructure within Vineyard Road and East Connector Road and the 2 manholes and pipes directly connected to the 84-inch outfall.
 - ii. UDOT will install and maintain two water quality devices prior to the connection to City's storm drain system, one on the north side and one on the south side.
 - iii. UDOT will maintain storm drain upstream of the connection to the City manholes except for those storm drains mentioned as maintained by City.
 - iv. Undetained designed flow rate for anticipated future buildout condition:
 1. 24.1 cfs: 10-year storm event

v. City will continue to maintain existing 84-inch storm drain.

4. City's Connection Fee

- a. City agrees to waive the customary storm water connection impact fee at the above-mentioned connection locations.

5. Long Term Operation and Maintenance

- a. Parties agree to be responsible for long term operation and maintenance for the system that they own and for the risks associated with the systems that they own and maintain, including but not limited to, the risk of environmental contamination and flooding from any waters therein.
- b. Parties will comply with the required storm water permits, applicable laws, and regulations for the systems that they own and maintain. Each party may notify the other party of any maintenance that it believes may be needed. Under emergency conditions, and after notifying the other party, each party reserves the right to make necessary repairs to the other party's facilities as required to permit property operation at the expense of the other party.
- c. City shall obtain a permit from UDOT Region 3 permits office for any maintenance activities that require access to UDOT's right-of-way in compliance with Utah Adm Code R930-6 and R930-7.

6. Miscellaneous

- a. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement at the request of the other party.
- b. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
- c. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid. This Agreement is binding upon both parties and their successors and assigns so long as any of the stormwater facilities described herein are in use.
- d. This Agreement does not create any type of agency relationship, joint venture, or partnership between the parties.
- e. Each party represents that it has the authority to enter into this Agreement through the signature of the person signing below.
- f. The parties may execute this Agreement in counterparts.



Project No. S-R399(386)
Vineyard Connector; Main Street to 1600 N
Vineyard City, Utah County
PIN 12684

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Attest

Vineyard City

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended for Approval

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Region 3 Director

Date: _____

Date: _____

UDOT Comptroller Office

Title: Contract Administrator

Date: _____

**DRAINAGE
OUTFALLS
VINEYARD CONNECTOR
EXHIBIT 1**

EXHIBIT 1a

EXHIBIT 1b

Google Earth

5000 ft



EXHIBIT 1a



EXHIBIT 1 b

48" OUTFALL
A = 1.93 acres
C = 0.90
 $T_c = 6.2$ min
 $Q_{10} = 5.3$ cfs

60" OUTFALL
A = 3.27 acres
C = 0.90
 $T_c = 6.0$ min
 $Q_{10} = 9.4$ cfs

36" OUTFALL
A = 7.28 acres
C = 0.90
 $T_c = 9.8$ min
 $Q_{10} = 5.0$ cfs





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 6.6 Citywide Grounds Maintenance Contract

Department: Parks and Recreation Department

Public Works Department

Presenter: Preston Jenson

Background/Discussion: The City entered into a contract with Reel Cut LLC in 2019, with four (4) renewal years, to provide general ground maintenance work throughout the city, including city parks, park strips, and detention ponds. The contract with Reel Cut LLC expired in November 2022 with no more option years to execute. Due to the limited work capacity and focus on overdue repairs and setting up new Parks and Recreation areas, there is a need to continue using contract services for the general grounds maintenance as scoped in the 2019 contract. Additionally, due to the current Spring season and limited reasonable time for a new contract to be entered, it is recommended that action is taken to continue the prior contract for an additional year.

The scope of the responsibilities includes Mowing Parks & Park Strips, Trimming and Edging, Leaf Removal, Turf Re-seed, and Flower Bed Maintenance.

This contract extension is not limited to Vineyard City's procurement policy. It abides by Utah State code 63G-6a-1204 (7), which states, "multiyear contract, including any renewal periods, may not exceed a period of five years," which will be the fifth and final year of this particular contract.

Fiscal Impact: \$315,000, budgeted in approved FY22-23

Recommendation: Staff recommends approval of the Amended 2019 Agreement for Landscape and Grounds Maintenance with Reel Cut LLC.

Sample Motion:

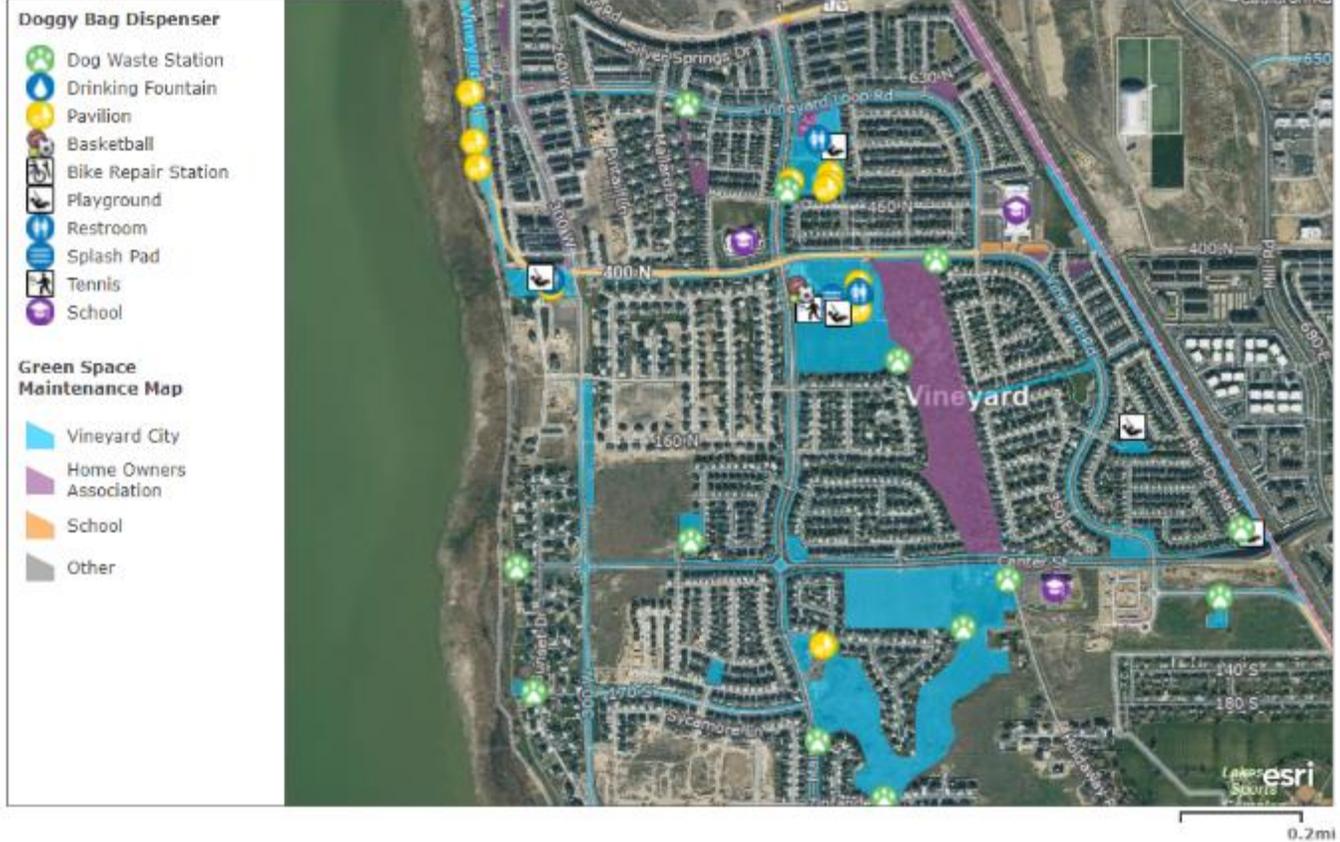
I move to allowing the City Manager to adopt the amendment and enter Vineyard City into a 1-year contract extension to the 2019 Agreement for Landscape and Ground Maintenance.

Attachments:

1. Amendment To Agreement for Landscape and Grounds Maintenance
2. April 2019 Agreement for Landscape and Grounds Maintenance
3. Map of Vineyard City Maintained Areas

Attachment 3
Map of Vineyard City Maintained Areas

Green Space Maintenance Map



Map of Vineyard City’s Green Space Maintenance.

The areas shown in blue are the areas maintenance responsibilities of Vineyard City and areas in which the contract services provide support.

AMENDMENT TO AGREEMENT FOR
LANDSCAPE AND GROUNDS MAINTENANCE

This Amendment to the Agreement for Landscape and Grounds Maintenance (“Amendment”) is entered into this ____ day of May, 2023 (“Effective Date”), by and between VINEYARD CITY (“Vineyard”) and REELCUT LAWNCARE, LLC (“Reelcut”).

RECITALS

- A. Vineyard and Reelcut are parties to that certain Agreement for Landscape and Grounds Maintenance dated April 17, 2019 (the “Agreement”).
- B. Paragraph 1 to the Agreement sets forth the term of the Agreement and contemplates renewal of the Agreement.
- C. Vineyard and Reelcut now desire to amend the Agreement to reflect the extension of the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties agree as follows:

- 1. Amendment. The term of the Agreement outlined in Paragraph 1 shall be amended to allow for additional renewal, with negotiated price adjustments, up to four (4) times for a total of five (5) years of service.
- 2. Other Provisions Not Affected. All other provisions of the Agreement shall remain in full force and effect without amendment.

IN WITNESS WHEREOF, the Parties execute this Agreement on the day and month recited above.

“Vineyard”
VINEYARD CITY

ATTEST:

City Recorder

By: _____
City Manager

“Reelcut”
REELCUT LAWNCARE, LLC

By: _____
Its: _____



VINEYARD

STAY CONNECTED

AGREEMENT FOR LANDSCAPE AND GROUNDS MAINTANCE

This agreement made and entered into this 17 day of APRIL, 2019 by and between **VINEYARD, UTAH** (hereinafter **VINEYARD**) and *Reelcut Lawncare, LLC.* to provide for landscape maintenance of the parks, detention basins, park strips, grounds of Old Town Hall and Public Safety Building located in Vineyard, Utah, for the 2019 season and the compensation for such service.

For and in consideration of the mutual promises made herein, **VINEYARD** and *Reelcut Lawncare, LLC.* agree as follows:

1. From April 1st, 2019 to November 30, 2019 for a period of one (1) year. *Reelcut Lawncare, LLC.* shall perform the following services for **VINEYARD**; any tools, and equipment for which shall be provided by *Reelcut Lawncare, LLC.* Contract may be renewed, with negotiated price adjustments, up to three (3) times for a total of 4 years of service.
 - a. **Mowing** - Mowing all areas of grass, with the exception of designated sports fields, weekly, or as needed to prevent removing more than one third of the grass blades. Grass height in park strips and all areas, 2.5 to 3.5 inches max. Scalping prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. **Blowing of grass clippings or debris into splash pad, street, planters or rock mulch will not be tolerated.** No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.
 - b. **2nd Mowing** - Mow sports fields once more per week to maintain grass height to 1.5 to 2 inches. Scalping is prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. **Blowing of grass clippings or debris into splash pad, street, planters or rock mulch will not be tolerated.** No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.
 - c. **Trimming and Edging** - Provide weekly trimming around trees and other objects. Mechanical edging of sidewalks, trails, and curbs. Damaging trees, flowers, shrubbery or other objects will not be tolerated. Full restoration of damaged items will be required.
 - d. **Fall Leaf Removal** - Removal of all leaves in the parks, basins, streetscapes and parking lot areas.
 - e. **Repair of Damaged Lawn Areas** – Repair or re-seed damaged areas of turf, as coordinated with Vineyard Staff. Cost for re-seeding or re-sodding of damaged lawn areas, based on bid prices.
 - f. **Flower Bed Maintenance** – Weekly weeding of flower beds. Pruning as needed (based on Recognized Industry Guidelines) to maintain plantings in beds. Fall/Spring pruning/cutting back to be included.



VINEYARD

STAY CONNECTED

2. Contractor shall comply with all traffic safety laws and provide proper signage while performing work in the Public Right of Way.
4. For such service **VINEYARD** shall pay **Contractor** \$ 19,500.00 per month, for Seven (7) months, for mowing, trimming and flower bed maintenance. If any additional work is required beyond the terms and specifications of this contract, **Contractor** will be paid based on the prices submitted in the bid.
5. In the performance of the services provided for hereunder, **Contractor** shall in no way be considered an agent or employee of Vineyard. **Contractor** shall be responsible for the safe and prudent conduct of his/her employees and their activities performed under this contract and shall hold harmless and indemnify **VINEYARD** with respect to any and all claims or actions for damages or injuries arising out of **Contractor's** performance under this agreement or failure to perform as required under this contract. **Contractor** also agrees that all employees will be age 18 or above.
6. Prior to performing any services for the town, **Contractor** shall provide **VINEYARD** with Proof of Worker's Compensation Insurance, proof of comprehensive general property and general liability insurance of at least \$1,000,000.00.
7. This contract may be terminated by either party giving the other party thirty (30) days advance notice of their intention to do so.

DATED: 04-22-19



CONTRACTOR'S SIGNATURE

DATED: 04-17-19



VINEYARD OFFICIAL

ATTEST:



VINEYARD RECORDER/CLERK



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 6.7 Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management.

Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion: This staff report recommends that Vineyard City enters into a Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management. This recommendation is based on the document titled "Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management" (**Attachment 2**).

The Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management is a comprehensive framework designed to enhance emergency response capabilities in Utah. This agreement aims to facilitate cooperation and coordination among local jurisdictions, allowing for sharing of resources, personnel, and expertise during emergencies or disasters. By participating in this agreement, Vineyard City will contribute to a more efficient and effective emergency response system across the state. As of April 11, 2023, forty (40) Public Works agencies have signed as participating agencies, shown in **Attachment 3**, including Lindon, American Fork, and Utah County.

Benefits of the Mutual Aid Interlocal Agreement:

1. **Enhanced Resource Availability:** Through the Mutual Aid Interlocal Agreement, Vineyard City gains access to a broader pool of resources during emergencies. This includes additional personnel, equipment, and specialized services that may be necessary to respond to incidents that overwhelm Vineyard City's resources effectively. The agreement ensures that Vineyard City can quickly request and receive support from neighboring jurisdictions, bolstering its emergency response capabilities.
2. **Improved Preparedness:** Participating in the Mutual Aid Interlocal Agreement promotes a proactive approach to emergency management. Vineyard City can join joint training exercises, drills, and planning sessions with other jurisdictions. This collaboration and coordination will enhance Vineyard City's preparedness by fostering the exchange of best practices, sharing lessons learned, and standardizing procedures. The agreement provides a platform for Vineyard City to learn from and contribute to other participating entities' collective knowledge and experiences.
3. **Cost-Effective Approach:** The Mutual Aid Interlocal Agreement offers Vineyard City a cost-effective approach to emergency management. During emergencies, procuring additional resources and services can be expensive. However, through the agreement, Vineyard City can request assistance from neighboring jurisdictions at a



reduced cost or even free of charge, depending on the nature of the aid provided. This cost-sharing mechanism ensures that resources are allocated efficiently and minimizes the financial burden on Vineyard City.

4. **Strengthened Regional Cooperation:** By participating in the Mutual Aid Interlocal Agreement, Vineyard City actively contributes to a culture of regional cooperation and coordination in emergency management. The agreement promotes collaboration and mutual support among local jurisdictions, breaking jurisdictional boundaries and fostering a unified response to emergencies. Vineyard City's involvement will strengthen regional partnerships, allowing for seamless cooperation during incidents that require multi-jurisdictional efforts.
5. **Clarity and Legal Protection:** The Mutual Aid Interlocal Agreement provides a legal framework for coordinating responses among participating jurisdictions. By entering this agreement, Vineyard City will have clearly defined roles, responsibilities, and procedures for requesting and providing aid. This clarity reduces the potential for confusion and ensures that Vineyard City operates within a legally protected framework during emergencies.

A Frequently Asked Questions sheet provided by the Utah American Public Works Association is provided in **Attachment 4**.

Fiscal Impact: None

Recommendation: Staff recommends entering the Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management. This agreement will significantly enhance Vineyard City's emergency response capabilities, promote regional cooperation, and contribute to a more resilient community.

Sample Motion:

I move to enter Vineyard City into the Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management.

Attachments:

1. Resolution 2023-24
2. Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management
3. List of Utah Participating Agencies
4. FAQs - Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management

RESOLUTION NO. 2023-24

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

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

WHEREAS, Vineyard, Utah, having determined that it is in the public interest and welfare of its residents has negotiated an agreement with participating entities for a Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management.

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

1. The Vineyard City Council authorizes the mayor to sign the agreement titled Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 24th day of May 2023.

Mayor

Attest:

Recorder

MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT

THIS MUTUAL AID INTERLOCAL COOPERATION AGREEMENT is entered into this _____ day of _____, by _____ and the other Participating Agencies as described herein.

ARTICLE I. PURPOSE

This Agreement is made and entered into by those Public Works and Related Service Agencies who have adopted and signed this Agreement to provide mutual assistance in times of emergency. This Public Works Emergency Management Alliance mutual aid program is established to provide a method whereby Participating Agencies which sustain damage from natural or man-made disasters can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other Agencies. This Agreement also provides a method whereby responding Agencies may be provided with reimbursement for personnel, equipment, materials and other associated services that are made available on an emergency basis. Nothing herein is intended to replace or terminate any pre-existing agreement between any of the Participating Agencies that provide assistance by one Participating Agency's department within the political boundaries of another on a regular or routine basis. Participating Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Participating Agency the sole discretion to determine when its personnel and equipment cannot be spared for assisting other Participating Agencies.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency in accordance with the terms and conditions of this Agreement.

This document is intended to be a companion document to the UTAH WARN (Water, Wastewater Response Network) agreement and used in conjunction with the State of Utah Mutual Aid Agreement (Utah Administrative Code, R704-2, State Wide Mutual Aid Activation).

ARTICLE II. DEFINITIONS

- A. AGREEMENT - The Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management. The original Agreement(s) and all signatory pages shall be kept at the Salt Lake County Public Works Administration Building located at 604 West 6960 South, Midvale, Utah 84047, or other location as directed by the Utah Chapter of the American Public Works Association.
- B. ALLIANCE - UTAH PUBLIC WORKS EMERGENCY MANAGEMENT ALLIANCE – The mutual aid network consisting of and available to the Participating Agencies as described in this Agreement and the administration of that network.
- C. APWA - American Public Works Association
- D. ASSISTING Agency – ANY Participating Agency which agrees to provide assistance to a Requesting Agency pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Agency authorized by that Agency to request or offer assistance under the terms of this Agreement.
- F. EMERGENCY – Any disaster or calamity involving the area of operation of the Participating Agency, caused by fire, flood, storm, earthquake, civil disturbance, terrorism, or other condition which is or is likely to be beyond the control or ability of the services, personnel, equipment and facilities of a Participating Agency or a “disaster”, “state of emergency” or “local emergency” as those terms are defined by the *Emergency Management Act* and the *Disaster Response and Recovery Act* as set forth in Title 53, Chapter 2a, *Utah Code*, as those sections currently exist or may hereafter be amended.
- G. EXPENSES – All costs incurred by the Assisting Agency during the Period of Assistance to provide personnel, equipment, materials and other associated services when responding to the Requesting Agency as described in Article VI.
- H. PARTICIPATING Agency or Agencies – ANY Agency which executes this Agreement. Participating Agencies may include, City Public Works, County Public Works, Public Utilities (including water, wastewater, power, gas, etc.), Public Services (including solid waste facilities, sanitation, etc.), Special Districts, State Agencies (including UDOT, DFCM, DEQ, etc.), Utah National Guard, and any other agency or group that provides services similar to standard public works type operations.
- I. PERIOD OF ASSISTANCE - The period of time beginning with the mobilization of any personnel of the Assisting Agency from any point for the purpose of traveling to the Requesting Agency in order to provide assistance and ending upon the demobilization of all personnel of the Assisting Agency, after providing the assistance requested, to their residence or place of work whichever is first to occur.

- J. REQUESTING Agency – ANY Participating Agency which sustains physical damage to its infrastructure due to natural or man-made causes that seeks assistance pursuant to this Agreement.
- K. SCHEDULE OF EQUIPMENT RATES – The latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies or the pre-published schedule provided by a Participating Agency by January 15 of each year.
- L. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Agency are being used to render assistance to the Requesting Agency. Specifically included within such period of time are breaks when the personnel of the Assisting Agency will return to work within a reasonable period of time. Also included is mutually agreed upon rotation(s) of personnel and equipment.

ARTICLE III. APPLICABILITY

This Agreement is available to all Participating Agencies, upon signing of the Agreement and maintaining a current resource equipment list (as per Utah Administrative Code R704-2) and a schedule of equipment and manpower rates.

ARTICLE IV. ADMINISTRATION

The administration of the Utah Public Works Emergency Management Alliance (Alliance) will be through the Utah Chapter of APWA. The Utah APWA Emergency Management Committee acts as the committee representing the Utah Chapter of APWA.

The Utah Chapter of APWA, on behalf of the Participating Agencies (Alliance) shall:

- A. Sponsor an annual meeting for Participating Agencies (scheduled as part of the annual APWA Fall Conference).
- B. Maintain a data base of information.
- C. Meet as a committee to address and resolve concerns, create and modify procedures and address and resolve any additional policy or legal issues related to the Alliance.
- D. Maintain a web site to track Participating Agencies. (Currently, this website is located at <http://utah.apwa.net/>)
- E. The web site may be password protected for only the use of Participating Agencies if deemed appropriate by the APWA Emergency Management Committee.
- F. Facilitate and promote a minimum of one training exercise per year. Each Participating Agency is responsible to plan, coordinate, budget and execute one emergency exercise annually.

ARTICLE V. PROCEDURES

In the event that a particular Participating Agency becomes a Requesting Agency, the following procedures shall be followed:

- A. A Participating Agency shall not be held liable for failing to be an Assisting Agency.
- B. Each Assisting Agency shall respond, when practicable, to requests for emergency assistance by providing such resources as are reasonably available to the Assisting Agency. The Assisting Agency shall have the discretion of determining which resources are reasonably available.
- C. The execution of this Agreement shall not create any duty to respond on the part of any Participating Agency.
- D. The Requesting Agency may contact other participating members of the Alliance that may be able to provide the requested resources.
- E. Necessary information in accordance with the procedures defined in this Agreement shall be shared between Requesting and Assisting Agencies.
- F. When contacted by a Requesting Agency, the Authorized Representative of a Participating Agency shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Participating Agency is capable and willing to provide assistance, the Authorized Representative shall notify the Requesting Agency and provide the Requesting Agency with the information as required.
- G. The personnel and equipment of the Assisting Agency shall remain, at all times, under the direct supervision of the designated supervisory personnel of the Assisting Agency. The Incident Commander or Unified Commander, as designated by the Requesting Agency, shall provide work assignments and suggest schedules for the personnel and equipment of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel and equipment of the Assisting Agency. The designated supervisory personnel of the Assisting Agency shall maintain daily personnel time records and a log of equipment hours (including breakdowns, if any), be responsible for the operation and maintenance of the equipment furnished by the Assisting Agency, see to the safety of Assisting Agency personnel and report work progress to the Requesting Agency and/or the Incident Commander.
- H. When possible, the Requesting Agency shall supply reasonable food and shelter for the Assisting Agency personnel. If the Requesting Agency does not provide food and shelter for the Assisting Agency, the Assisting Agency's designated supervisor is authorized to secure, at the expense of the Requesting Agency, the resources

reasonably necessary to meet the needs of its personnel in coordination with the Requesting Agency's procedures. The cost for such resources must not exceed the state per diem rate for that area. Where costs exceed the per diem rate, the Assisting Agency must document and demonstrate that the additional costs were reasonable and necessary under the circumstances.

- I. The Requesting Agency shall provide a communications plan to the Assisting Agency prior to arrival.
- J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS)
- K. The Incident Commander or Unified Commander shall, as soon as reasonably possible, release the personnel, equipment and materials of the Assisting Agency from the Emergency. The personnel, equipment and materials of the Assisting Agency shall, if practical, be released before the personnel, equipment and materials of the Requesting Agency are released.
- L. To the extent permitted by law, Assisting Agency personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- M. Personnel, equipment and materials of the Assisting Agency shall be released from the Emergency when it is determined by the Incident Commander or the Unified Commander that the services provided by the Assisting Agency are no longer required or when the supervisory personnel of the Assisting Agency informs the Incident Commander or the Unified Commander that the personnel, equipment and materials provided by the Assisting Agency are otherwise needed by the Assisting Agency.
- N. Credentialing; Each Participating Agency shall provide its own credentialing for identification purposes.

ARTICLE VI. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be determined by standard and prevailing rates of the Participating Agencies. If the Assisting Agency and the Requesting Agency agree to the reimbursement of expenses, reimbursement shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Agency shall continue to pay its employees according to its then prevailing rules, regulations, policies and procedures. The Requesting Agency shall reimburse the Assisting Agency for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.

- B. EQUIPMENT – The Requesting Agency shall reimburse the Assisting Agency for the use of the Assisting Agency’s equipment during the Period of Assistance according to the *Schedule of Equipment Rates* established and published by FEMA. All Participating Agencies shall maintain a current list of equipment available (as per Utah Administrative Code R704-2) and the rates for that equipment upon executing this Agreement. If an Assisting Agency uses an alternate basis of rates for equipment listed on the FEMA *Schedule of Equipment Rates*, the rates of the Assisting Agency shall prevail.
- C. MATERIALS AND SUPPLIES – The Requesting Agency shall reimburse the Assisting Agency for all materials and supplies furnished by the Assisting Agency and used or damaged during the Period of Assistance, unless such damage is caused by the negligence of the Assisting Agency’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Requesting Agency will replace, with a like kind and quality as determined by the Assisting Agency, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Agency shall bill the Requesting Agency for all expenses no later than ninety (90) days following the release of the Assisting Agency’s personnel and equipment from the Period of Assistance. The Requesting Agency shall pay the bill in full no later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46th) day following the billing date. The Assisting Agency may request additional periods of time within which to submit the itemized bill, and the Requesting Agency shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Agency.
- E. Each Assisting Agency and its duly authorized representatives shall have access to a Requesting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Agency and their duly authorized representatives shall have access to the Assisting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years where required by law.
- F. DISPUTED BILLINGS – Undisputed portions of a billing shall be paid under this payment plan. Disputed portions of the billing shall be coordinated and addressed as appropriate between the Agencies involved in the dispute.

ARTICLE VII. INSURANCE

Each Participating Agency shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any

sovereign immunity provided by the Governmental Immunity Act of Utah or other exemption or limitation on liability that a Participating Agency may enjoy.

ARTICLE VIII. NO SEPARATE ENTITY OR ACQUISITION OF PROPERTY

This Agreement is an interlocal cooperative agreement under Utah Code. This Agreement does not create any separate legal entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the Authorized Representatives of the Participating Agencies, acting as a joint board.

No real or personal property shall be acquired jointly by the Participating Agencies to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Participating Agencies. To the extent that a Participating Agency acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, it shall do so in the same manner that it deals with other property of such Participating Agency.

ARTICLE IX. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Participating Agency of any obligation or responsibility imposed upon it by law or other agreement.

ARTICLE X. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with Utah Code, the Requesting Agency shall indemnify and save harmless the Assisting Agency and the officers, employees and representatives of the Assisting Agency, if they are acting within the course and scope of their duties, from all claims, suits, actions, damages and costs of every kind, including but not limited to reasonable attorney's fees and court costs, arising or resulting from the performance or provision of services and materials by the Assisting Agency under this Agreement unless there is a determination that such claims are the result of negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency. This Agreement shall not be construed to be a waiver of any rights or protections provided to any Participating Agency under the Governmental Immunity Act of Utah.
- B. The Assisting Agency shall hold harmless and indemnify the Requesting Agency and the officers, employees and representatives of the Requesting Agency against any liability for any and all claims arising from any damages or injuries caused by negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency except to the extent of the negligence of the Requesting Agency or the officers, employees or representatives of the Requesting Agency. This agreement shall not be construed to be a waiver of any rights or protections

provided to any Participating Agency under the Governmental Immunity Act of Utah.

- C. Subject to the foregoing, nothing in this Agreement shall be construed as an agreement by a Participating Agency to indemnify or hold harmless, or in any way assume liability, if there is a determination that any personal injury, death or property loss or damage was caused by the negligence of any other Participating Agency or person.
- D. Nothing herein shall be construed to waive any of the privileges and immunities associated with public works services or other related services, including emergency or other services of any of the Participating Agencies. No party waives any defenses or immunity available under the Utah Governmental Immunity Act, nor does any party waive any limits of liability currently provided by the Act.
- E. Each Participating Agency shall be solely responsible for providing workers compensation, insurance, and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Participating Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

ARTICLE XI. TERM

This Agreement shall have an initial term of fifty (50) years commencing upon the effective date of this Agreement.

ARTICLE XII. TERMINATION

Any Participating Agency may terminate its obligations under and participation in this Agreement, with or without cause, by giving the Alliance at least thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any individual Participating Agency shall not affect the validity of this Agreement as to the remaining Participating Agencies. Withdrawal from this Agreement shall in no way affect a Requesting Agency's duty to reimburse the Assisting Agency for costs incurred during a Period of Assistance which occurred during the term of this Agreement, which duty shall survive such withdrawal.

ARTICLE XIII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole agreement of the parties, written or oral, relating to the subject matter of this Agreement. This Agreement may be amended in whole or in part at any time by the Participating Agencies by submitting a written amendment to the Alliance. The amendment shall be submitted to the Participating Agencies of the Alliance for a majority vote. The vote by the Participating Agencies will be conducted by mail. Participating Agencies who fail to vote will have their vote counted as an affirmative vote.

ARTICLE XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE XV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Participating Agency specifically herein.

ARTICLE XVI. EFFECTIVE DATE

This Agreement shall be effective as to a particular Participating Agency executing this Agreement upon the date of execution of this Agreement by that Participating Agency. Completion and maintaining of a resource equipment list (as per Utah Administrative Code R704.2) and a schedule of equipment and manpower rates is required thereafter.

ARTICLE XVII. AUTHORIZATION

The individuals signing this Agreement on behalf of the Participating Agency confirm that they are a duly Authorized Representative of the Participating Agency and are lawfully enabled to sign this Agreement on behalf of the Participating Agency.

ARTICLE XVIII. REVIEW BY AUTHORIZED ATTORNEY

In accordance with the Utah Interlocal Cooperation Act this Agreement shall be submitted to the attorney authorized to represent each Participating Agency for review as to proper form and compliance with applicable law before this Agreement may take effect.

ARTICLE XIX. RESOLUTIONS OF APPROVAL NOT REQUIRED

This Agreement may be approved and executed as an executive function in accordance with the provisions of the Utah Interlocal Cooperation Act and the adoption of a resolution of approval is normally not required.

ARTICLE XX. COUNTERPARTS

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

ARTICLE XXII. FILING OF AGREEMENT

An executed counterpart of this Agreement shall be filed with the keeper of records of each Participating Agency. An executed counterpart of this Agreement shall also be filed with the APWA Utah Chapter, representing the Alliance.

In witness whereof, each Participating Agency hereto has executed this Agreement on the respective signature page of that Participating Agency as of the date specified by its signature block.

ARTICLE XXIII. PERSONNEL NOT AGENTS

The employees of the Participating Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the Participating Agency that hired them. Each Participating Agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each Participating Agency shall hold the other harmless therefrom. The Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for any injury or sickness arising out of his or her employment, and the Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

ARTICLE XXIV. ADDITIONAL AGENCIES

Any subdivision of the State of Utah not specifically named herein ("Prospective Agency") which shall hereafter sign this Agreement or a copy hereof shall become a Participating Agency. Any Agency which becomes a newly accepted Participating Agency is entitled to all the rights and privileges and subject to the obligations of any Participating Agency as set out herein.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating Agency listed here, as a Participating Agency, duly executes this Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management this _____ day of _____ 20____.

Agency _____

By: _____ By: _____

Title _____ Title: _____

Approved as to form and legality

By: _____
Agency's Attorney

Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management Alliance

Participating Agencies Include (as of April 11, 2023):

- American Fork
- Blanding
- Bluffdale
- Bountiful
- Box Elder County
- Cache County
- Centerville
- Cottonwood Heights
- Draper
- Enoch City
- Fruit Heights
- Herriman
- Holladay
- Hyde Park
- Layton
- Lindon
- Mapleton
- Midvale
- Millcreek
- Millville
- Monroe
- MSD (Brighton, Copperton, Emigration Canyon, Kearns, Magna, Uninc. SLCo, White City)
- Murray
- North Salt Lake
- Pleasant View
- Provo
- Riverton
- Salt Lake City
- Salt Lake County
- Sandy
- Santaquin
- South Jordan
- South Salt Lake
- Spanish Fork
- Trans-Jordan Cities
- Utah County
- Weber County
- West Jordan
- West Valley City
- Woods Cross

FAQs

Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management

What is the purpose of this Agreement?

The purpose of this Agreement is to assist local governments in helping one another in times of need. It provides a method whereby a local government or agency that has sustained damage from a natural or man-made disaster can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other participating agencies.

What does the Agreement do?

The Agreement provides procedures for assistance and reimbursement of expenses for public works. It supports and complements the Utah Mutual Aid Agreement (UAC R704-2).

Are we obligated to help if another agency requests our assistance?

No. Each Participating Agency in the Alliance is not required to render assistance to another Participating Agency in the time of need. Every Participating Agency maintains their right of refusal for whatever reason they may have.

Has this Agreement had legal reviews?

Yes. Attorneys from Salt Lake County, Salt Lake City, Utah County, along with other local attorneys have reviewed and provided assistance in the preparation of this document.

Can we make changes to the Agreement before we sign it?

No, not at this time. In order to ensure the timely implementation of this Agreement with multiple partners, this Agreement needs to be approved as is. However, the Agreement does include provisions for making changes in the future. It should be noted that this agreement used the UTWARN Agreement (Utah Water, Wastewater Response Network) as a basis for its creation. The UTWARN agreement has been signed by over 85 participants.

Who should sign this Agreement?

All local government agencies, service districts, and state agencies that can provide, or would require public works assistance, after a natural or man-made disaster should sign this Agreement.

After we have signed, what's next?

We encourage all Participating Agencies in the Alliance to continue to be active supporters of the Agreement by organizing annual individual and/or combined Emergency Management training exercises, making sure that all equipment lists are current, ensuring that you have a representative attend our annual meeting at the APWA Fall Conference, and being ready to assist each other in the event of flooding, severe weather, fires, earthquakes and other natural or manmade emergencies.

How do I get more information?

Please contact one of the following individuals or visit our website at utah.apwa.net (look under committees and select Emergency Management).

M. Leon Berrett, P.E.
APWA Emergency Management Committee Member
SLCo Public Works Operations Associate Director
604 West 6960 South
Midvale, Utah 94065
385-468-6129 office
801-230-1129 cell
lberrett@slco.org

Matt Cassel, P.E.
APWA Emergency Management Committee Member
Riverton City Engineer
12830 South Redwood Road
Riverton, Utah 84065
801-208-3194 office
435-640-6409 cell
mcassel@rivertoncity.gov

Last Update: September 20, 2022



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 6.8 Bout Time Pub & Grub Vineyard – DABS Restructuring of Ownership Local Consent

Department: Business Licensing

Presenter: Kelly Kloepfer, Business License Administrator

Background/Discussion:

Bout Time Pub & Grub owner Tim Ryan approached the Business Licensing Department, explaining that when they initially applied for their original licenses, he did not list the business partners on the applications. He had just listed himself. In these cases, the Utah Department of Alcoholic Beverage Services (DABS), formerly known as the Department of Alcoholic Beverage Control (DABC), requires a new application and a Restructuring Local Consent form signed by the municipality so that the business may continue their existing DABS license.

Because of this, the city likewise required new Business License and Alcohol License applications with each of the owners listed and their photo IDs attached, which were checked by Utah County Sheriff Lieutenant Holden Rockwell. The existing Vineyard Business License and Class A Liquor License for Bars will hereafter both continue; no new licenses will be issued.

Fiscal Impact:

None.

Recommendation:

The City Recorder's Office recommends granting Local Consent to the DABS for the applicant to continue its existing DABS on-premise alcohol license with restructured ownership.

Sample Motion:

"I move to grant Local Consent for DABS to continue Bout Time Pub & Grub Vineyard's existing on-premise alcohol license with restructured ownership."

Attachments:

New Bout Time Pub & Grub Vineyard Alcohol License application
DABS Restructuring of the Ownership of 51% or more of an Existing Entity Local Consent form for Bout Time Pub & Grub Vineyard
List of owners



Type of alcohol license applying for (fee is due at time of application):

- Class A Beer License to sell beer in original containers for off-premise consumption..... \$400
- Class B Beer License to sell beer in original containers for on-premise consumption \$400
- Class C Beer License to sell draft beer for on- or off-premise consumption..... \$400
- Class D Temporary Seasonal Beer License..... \$400
- Class E Bar Beer License..... \$400
- Class A Liquor License for Bars \$300
- Class B Liquor License for Restaurants \$300
- Class C Temporary Liquor License \$300

Bond amounts for each type of alcohol license

- Classes A-D Beer, Class B Liquor - Limited-service Restaurant.....\$5,000
- Class E Beer, Class A Liquor, or Class B Liquor - Full-service Restaurant.....\$10,000
- Class C Temporary Liquor License\$1,000

*Already have
w/argued app.*

Steps to obtaining a Vineyard Alcohol License

1. Submit to Vineyard City:
 - a. Commercial Business License Application with appropriate business license fee and required documents, and
 - b. Alcohol License and Local Consent Application, including the following:

Government-issued photo ID of each applicant (general manager/owners/corporate officers).
(Background checks are not required by the city because the DABS requires them for their license.)

Already Alcohol License fee

Already Proof of Bond in the amount listed above, with Vineyard City listed as Obligee

2. Once the business applies for the Vineyard Alcohol License and Local Consent, the City Recorder will put the application on the next City Council Agenda for the City Council to review. If the City Council gives Local Consent, the applicant will receive a Local Consent document from the city.
3. After receiving Local Consent, apply for a Utah Department of Alcoholic Beverage Services (DABS) Alcohol License. You may contact them at 801-977-6800 with any questions.
4. After the Utah DABS Alcohol License is issued, provide a copy of it to the Vineyard City business licensing official.
5. Once that and all other requirements are met, the City will issue the Vineyard Alcohol License.

Business Information

Business Status (Check all that apply): New Business Location Change Name Change Ownership Change ^{Update} ?

Business name: Boat Time Pub & Grub (BTVY LLC) Local Business Phone: 385-203-2688

Address of proposed licensed premises: 568 N. Mill Rd B106

State Sales Tax No.: [REDACTED] Federal ID #/FEIN: [REDACTED]

State Registration: Corporation Partnership Limited Liability (LLC) Sole Proprietor

Please complete the following to indicate the nature of your business:

Type of Business: Bar Restaurant Grocery Store Gas Station/Convenience Store

Other: _____

Applicant Information

Sole Proprietor and 1st Applicant if Partnership

Applicant: _____

Name

Title

Home Address

City

State

ZIP

Government ID/Driver License #

State

Partnership

2nd Applicant: _____

Name

Title

Home Address

City

State

ZIP

Government ID/Driver License #

State

Corporation

Corporate Name: _____

Corporate Address and Phone: _____

Corporate Officers:

President: _____

Name

Title

Home Address

City

State

ZIP

Government ID/Driver License #

State

Vice-President: _____

Name

Title

Home Address	City	State	ZIP
Government ID/Driver License #	State		
<i>CFO</i> Name: <u>Tim Ryan</u>	<i>CFO</i> Title: _____		
[Redacted]	<u>SLC</u>	<u>UT</u>	<u>84109</u>
Home Address	City	State	ZIP
<u>151682084</u>	<u>UT</u>	State	
Government ID/Driver License #	State		

I understand that all persons selling alcoholic beverages must be 21 years old or older. TR (initials)

I understand that all employees who sell alcoholic beverages or directly supervise the sale of alcoholic beverages must complete the statewide alcohol training and education seminar required by Utah Code Title 32B. TR (initials)

I, the undersigned, either as an individual, or as the authorized representative of the Applicant, hereby state that I understand and have read and complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act (Utah Code Title 32B) and Vineyard Municipal Code Chapter 5.10. I agree to conduct said business strictly in accordance with Vineyard Ordinances and all County, State, and Federal laws covering such businesses, and understand that it is unlawful to make any false statement, declaration, or report as required in this application.

BTUV LLC by Tim Ryan
Applicant's Printed Name

Manager
Title

[Signature]
Applicant's Signature

State of Utah

County of Salt Lake

On the 10 day of May, 2023, personally appeared before me Tim Ryan

who being duly sworn did say that he/she signed the foregoing application and that the information contained herein is true.



Crista J. Ryan
Notary Public

Alcohol License period is for one year, ending on the last day of the twelfth month after the license is issued. The alcohol license must be renewed one month prior to expiration date. It is the responsibility of the licensee to renew the license. Failure to receive notice does not excuse this responsibility. The authority to regulate alcohol licensing in Vineyard is provided in the Vineyard Municipal Code Chapter 5.10 Intoxicants which is available for review online at www.vineyardutah.org.

LOCAL CONSENT
Restructuring of the Ownership of 51% or more of an Existing Entity

DABS does not change its license number assigned to a particular licensee when the existing entity is not changing.

The DABS License Number of the existing entity is: CL01561

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Services Commission to continue an existing on-premise alcohol license for a previously licensed entity to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

AUTHORITY: Utah Code 32B-18-202

Vineyard
Local business license authority

City Town County

hereby grants its consent to the 51% or more change of ownership of an existing DABS licensed entity to:

Business Name (DBA): BOOT TIME PUB & GRUB Vineyard

Business Entity: BTVY LLC

Location Address: 568 N Mill Rd # 106 Vineyard UT

This type of restructuring of the entity does not change the licensed entity holding the DABS license or the DABS license #. However, an ownership change of the entity of 51% or more requires DABS Commission approval and verification of any local licensing changes if required by the local authority.

1. If a new business license is required by the local authority - Check Here: or
(A copy of the new license must then be provided to DABS by the applicant)

2. A new business license is NOT required from the city:

Authorized Local Authority Signature

Print Name / Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable.
The local consent must be submitted to the DABS by the applicant as part of a complete application.

Investor	Address	City, State, Zip	Phone #	E-Mail	% Owned
SOH Partners LLC					20.00
→ Ryan, Tim					5.00
→ Eckersley, Daniel					5.00
SOH Partners LLC - <i>sub of SOH LLC</i>					10.50
→ Bailey, Peter D					14.00
→ Ryan, Tim					14.00
→ Ober, Craig					14.00
→ Beans Status LLC (Andrew Romney)					7.00
→ Owen, Rick					2.80
→ Sons of Stan LLC (Dan and James Wick)					1.40
→ McGuire, Brooke					3.50
→ Brown, Blade					0.70
→ Beven, Mark + wife <i>Felicia Montoya</i>					2.10
→ Felicia					100.00
SOH LLC ⁵⁰ Paula Fraser 50 Tim Ryan					



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 6.9 Authority Heating and Cooling

Department: Admin

Presenter: Anna Nelson

Background/Discussion:

Authority Heating and Cooling have applied for a special event permit for an event at Sunset Beach Park on 7/29/2023 from 10:00 AM to 2:00 PM
They are anticipating 70 participants in attendance.

They will be using the pavilion and grass area in front of the pavilion. They will have 1 bounce house, yard games, and a dunk tank.

Impact:

- Majority of the parking is required at the park for the participants at the event.

Recommendation:

We are recommending one condition for approval.

Rental fee:

We are recommending the following Fees and Deposits based on our Consolidated Fee Schedule:

Fees:

Special event application fee: \$50.00

Pavilion Reservation fee: \$40.00

Refundable Deposits:

Special event deposit: \$300.00

Bounce house deposit: \$100.00

Pavilion Reservation deposit: \$ 40.00

For a total of \$90.00 in fees and \$440.00 in refundable deposits

Sample Motion:

I move to approve the special events permit for Authority Heating and Cooling Sunset Beach Park on July 29th with the one condition that has been recommended by staff.

Attachments:

See attached Special Event Applications and site plans

Special Events Department
125 South Main St.
(801)226-1929
annan@vineyardutah.org



FOR OFFICE USE ONLY	
Application Received _____	
Fee Paid _____	

Special Event Permit Application

The following application must be submitted **30 days prior to the scheduled event**, and the permit must be obtained a minimum of one week prior to the event. This application DOES NOT constitute a valid Special Event Permit until approved by the City.

APPLICANT INFORMATION

Name of Applicant: <u>Marie Meckam</u>	Date of application: <u>5/11/2023</u>		
Applying in behalf of (if other than self): <u>Authority Heating & Cooling</u>			
Email address: [REDACTED]			
Mailing Address: [REDACTED]			
City: <u>Vineyard</u>	State: <u>UT</u>	Zip Code: <u>84059</u>	Phone: [REDACTED]
Name of Event: <u>Company Summer party</u>			
Date of Event: <u>July 22, 2023</u>			

EVENT INFORMATION

Name of Event: <u>Authority Heating Summer party</u>			
Date of Event: <u>July 22, 2023</u>	Number of people anticipated at event: <u>80</u>		
Setup: <u>9 AM</u>	Start time: <u>10 AM</u>	End time: <u>2 PM</u>	
Cleanup: <u>3 PM</u>	Start time:	End time:	

Type of Event

Athletic Entertainment Other: summer company party, will
Brief Description of Event: have games, food, and a bouncy house.

Will Vineyard streets be used? Yes No Will streets need to be closed/blocked to traffic? Yes No

If any portion of a street is closed, the event organizer will need to provide barricades. As a consideration for this permit, the applicant agrees to:

1. Rent or secure barricades from a licensed barricade company.
2. Assume all liability of erection and maintenance of barricades.
3. Clean up the area upon termination of the permitted use.
4. Assume all liability for the applicant's use of the street during the specified period.
5. Ensure that barricades will be conspicuously displayed and lighted if the event takes place prior to dawn or after dusk.

Will you be using portable toilets? Yes No Have you made arrangements for trash disposal? Yes No

Will your event include the use of a Vineyard pavilion? Yes No If yes, a pavilion reservation is also required.

Will your event include the use of a bounce house or inflatable play equipment? Yes No

If yes, a refundable \$200 deposit is required. Additional fees may be assessed after the event for any damages on city property due to bounce houses/inflatables.

Vendors/Food/Alcohol

Will there be vendors selling products or services? Yes No

If yes, we require the Temporary Sales Tax Numbers from the State of Utah Special Events Tax Division for all vendors. Please complete the attached Vendor Information sheet.

If vendors are selling food, submit a copy of their Utah County Health Department Permit.

If vendors are selling alcohol, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is PROHIBITED on City property. (Vineyard Municipal Code Chapter 8-300)

Law Enforcement/Security Services

Each special event permit application will be reviewed, and based on event type and number of attendees, the Utah County Sheriff's Department will determine the number of law enforcement personnel required for the event, if any.

We contract with the Utah County Sheriff's Department. If you are in need of any law enforcement services for your event, please contact them at (801)794-3970. See the attached Agreement for Supplemental Law Enforcement Services.

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the permit. The applicant agrees to pay additional fees as required for the use of City services and facilities.

Applicant's Name (please print): Marie Mecham

Applicant's Signature:  Date: 5/1/2023

CITY APPROVAL	
City Personnel for Event _____	Number of Hours ____ Fee Paid \$ _____
Utah County Sheriff Personnel for Event _____	Number of Hours ____ Fee Paid \$ _____
This application has been reviewed, including verification of required insurance and other information, and required fees have been paid.	
_____ Vineyard Public Works Department	_____ Date
_____ Utah County Sheriff's Office	_____ Date
_____ Vineyard Special Events Department	_____ Date



Sunset Beach Park

Sunset Beach
Public Restrooms

BH

X X X
X X X

385



Community Development

Date: Wednesday, May 24, 2023
From: Cache Hancey, Planner
To: City Council
Item: 6.10 CONSOR ENGINEERS, Corridor Plan, Cost Modification
Applicant: City Initiated

SUMMARY

The original project Task Order from CONSOR Engineers for the Central Corridor Master Plan from March 24, 2022, totaled \$23,870.00, and was comprised of a Master Plan Scope of Work for \$14,820.00 plus a Concept Design for the Center Street Overpass Landscaping for \$9,050.00.

On October 19, 2022, the consultant submitted Contract Modification #1: Vineyard Open Space Corridor Master Plan and Center Street Overpass Landscape Design and Wetland Delineation Contract Modification. This modification covered additional services requested by Vineyard City. The total cost of this modification was \$16,130.00 and was intended to cover costs for a Wetland Delineation, which included field work, wetland mapping, and a report.

On April 12, 2023, the consultant submitted Contract Modification #2: Vineyard Open Space Central Corridor Master Plan Contract Modification. This contract modification was submitted as a request for additional funds to cover work that went beyond the original scope of work. This contract modification added a total of \$10,150.00 to the total original cost estimate.

The Contract Modifications to date now bring the total Task Order to \$50,150.00. This sum cannot be approved administratively by city staff as it exceeds the \$50,000.00 threshold. Approval of the \$50,150.00 now requires approval from the Vineyard City Council.

Attached the Council can find the original Task Order, Project Modification #1, and Project Modification #2 for their consideration. Thank you.

Staff Recommendation

Staff recommends approving the Budget Expense for a Task Order Modification for Consor Engineers' Master Plan Work

Proposed Motion(s)

"I move to approve the Budget Expense for a Task Order Modification for Consor Engineers' Master Plan Work"

Attachments

1. Original Task Order
2. Contract Modification #1
3. Contract Modification #2

March 24, 2022

Vineyard City
c/o Morgan Brim, Planning Director
125 South Main Street
Vineyard, UT 84058

RE: Vineyard Open Space Corridor Master Plan and Center Street Overpass Landscape Design

Dear Morgan;

Project Engineering Consultants, Ltd. (PEC) is pleased to submit a scope and fee to master plan the Open Space Corridor in Vineyard, UT. The master plan will include programming and a master plan design level for the 82-acre Open Space area. The programming will include pathways, roadway crossings, wetland preservation, potential active recreational fields and play equipment and potential uses for the areas in the Open Space. This proposal does not include construction documents, geotechnical analysis, boundary survey or utility relocations.

MASTER PLAN SCOPE OF WORK

1. Master Plan Design \$14,820.00

PEC will provide a programming document that shows present images, access points, potential pathways and other programming features. Following the programming process, a master plan design will be developed that formalizes uses into a plan that can be shared with residents. The plan will guide future resource allocation for park improvements. The final deliverable will be a Programming/Master Plan Document with the following:

1. Planning Process
2. Precedent Images
3. Master Plan
4. Options within the Master Plan
5. Features that are showcased within the Plan

Included in our master planning effort is a public engagement effort that includes:

1. Open House with residents and elected officials
2. On-line survey for residents to indicated preferred options
3. Final presentation to Planning Commission and City Council

Cost Summary

Vineyard Open Space Corridor Master Plan			
Hours Breakdown			
Position	Hours	Rate	Total
Project Manager	12	\$ 225.00	\$ 2,700.00
QC/QA	4	\$ 150.00	\$ 600.00

Senior Landscape Architect	40	\$ 140.00	\$ 4,800.00
Planner	32	\$ 120.00	\$ 3,840.00
Public Involvement	24	\$120.00	\$ 2,880.00
Total Master Plan Design Cost:			\$ 14,820.00

Expected Schedule	
Date	Milestone
01-July-22	NTP
July 2022	Programming Work and Reviews
August 2022	Master Planning Work and Reviews
7-September-22	Final Submittal

OVERPASS SCOPE OF WORK

1. Overpass Landscape Concept Design

\$9,050.00

PEC will provide a conceptual landscape design of the 4 quadrants of the Overpass so the City can clearly determine which design option is best for the City. Cost estimating will be included and sufficient survey to identify right of way and existing utilities with slope for design decisions.

Cost Summary

Vineyard Overpass Landscape Design			
Hours Breakdown			
Position	Hours	Rate	Total
Project Manager	6	\$ 225.00	\$ 1,350.00
QC/QA	2	\$ 150.00	\$ 300.00
Senior Landscape Architect	12	\$ 120.00	\$ 1,440.00
Designer	40	\$ 85.00	\$ 3,400.00
Survey/ROW	8	\$ 110.00	\$ 880.00
Drainage Designer	8	\$ 120.00	\$ 960.00
Cost Estimating	6	\$120.00	\$720.00
Total Concept Design Cost:			\$ 9,050.00

Estimate of Project Costs			
Northwest 1/4	45,632	\$4.00/sf	\$182,528
Northeast 1/4	19,814	\$4.00/sf	\$79,256
Southwest 1/4	56,220	\$4.00/sf	\$224,880

Southeast 1/4	17,940	\$4.00/sf	\$71,760
			\$558,424
Concept plus Final Design Fee			\$39,000
Total Project Costs			\$597,424

Expected Schedule	
Date	Milestone
01-Jul-22	NTP
July 2022	Programming Work and Reviews
August 2022	Master Planning Work and Reviews
7-Sept-22	Final Submittal

PEC will provide Vineyard City with a Master Plan Document to be used for planning and resource allocation and a concept design for the Overpass area with an estimate. A public meeting will be planned and held with the City to show the process and result to residents for both projects. The total for this Task Order will be **\$23,870.00**

The Master Plan and Overpass Concept Plan will be completed by September 7, 2022.

Respectfully,
Project Engineering Consultants, Ltd.



Lars Anderson, PLA
COO

Vineyard Open Space Corridor



Figure 1. Overpass area for Concept Plan

Examples of Master Plans

Family Park- Lehi



Stutz Park- Provo City



October 19, 2022

Vineyard City
c/o Briam Perez, Planner
125 South Main Street
Vineyard, UT 84058

RE: Vineyard Open Space Corridor Master Plan and Center Street Overpass Landscape Design and Wetland Delineation Contract Modification

Dear Briam;

Project Engineering Consultants, Ltd. (PEC) requests a contract modification to perform additional services requested. Per the request of the City, PEC will provide design services that include the changes to the Open Space master plan and construction documents for the overpass landscape and irrigation design as well as wetland delineation.

MASTER PLAN SCOPE OF WORK

1. Master Plan Design Contract Modification \$1,880.00

Cost Summary

Vineyard Open Space Corridor Master Plan			
Hours Breakdown			
Position	Hours	Rate	Total
Project Manager	2	\$ 225.00	\$ 450.00
QC/QA	2	\$ 150.00	\$ 300.00
Senior Landscape Architect	4	\$ 140.00	\$ 650.00
Planner	4	\$ 120.00	\$ 480.00
Total Master Plan Design Cost:			\$ 1,880.00

CENTER STREET OVERPASS SCOPE OF WORK

1. Center Street Overpass Construction Documents \$8,570.00

PEC will provide a construction document for the landscape plan and the irrigation plan based on the approved concept plan. We will prepare 60%, 90%, and 100% plans for review. PEC will prepare plans that contain the following:

1. Construction documents for planting plan
2. Construction documents for irrigation plan
3. Survey control for improvement layout

Cost Summary

Center Street Overpass Construction Documents			
Hours Breakdown			
Position	Hours	Rate	Total
Project Manager	6	\$ 225.00	\$ 1,350.00
QC/QA	2	\$ 150.00	\$ 300.00
Senior Landscape Architect	12	\$ 120.00	\$ 1,440.00
Designer	40	\$ 85.00	\$ 3,400.00
Survey/ROW	8	\$ 110.00	\$ 880.00
Drainage Engineer	8	\$ 120.00	\$ 960.00
Cost Estimating	2	\$120.00	\$ 240.00
Total Concept Design Cost:			\$ 8,570.00

WETLAND DELINEATION SCOPE OF WORK

1. Wetland Delineation Field Work (10 hours) \$1,775.00

PEC will walk the site and take data points as to where the wetland boundary currently exists. We will do this by digging test pits 20" in depth and analyzing soils, vegetation, and hydrology. From this data we will map the current wetland boundary that is found on-site.

2. Wetland Mapping (16 hours) \$2,840.00

Once the field work is completed, a wetland map for the entire site will be prepared that shows upland areas, wet meadow areas, emergent marsh, and playa. In addition, the map will have general topographic features, an aerial photo, and drainage patterns. This mapping can be used to determine available acreage for development.

3. Report (8 hours) \$1,420.00

A final report will be prepared that explains the types of wetlands encountered, their locations based on maps, and other environmental issues we may find on site.

Cost Summary

Wetland Delineation Cost of Services	Cost Estimate
1. Wetland Delineation Field Work	\$1,420.00
2. Wetland Mapping	\$2,840.00
3. Report	\$1,420.00
TOTAL	\$5,680.00

PEC will provide Vineyard City with a wetland report that includes a delineation, mapping, and conclusions from our site work. This portion of the contract shall not exceed **\$5,680.00** unless a change in scope is required. Any additional revisions or iterations of the design will be addressed with a separate proposal or change order following PEC's current rate schedule.

2022 RATE TABLE	
Description	Rate (Hourly)
Project Manager	\$225
QC/QA Architect	\$150
Landscape Architect	\$130
Design Engineer	\$85
Design EIT	\$70
Survey/Row Manager	\$110
Utility Coordinator	\$70

Overall Cost Summary

Work Items	Cost Estimate
1. Finalize Open Space Master Plan	\$1,880.00
2. Center Street Overpass Construction Documents	\$8,570.00
3. Central Corridor Wetland Delineation	\$5,680.00
TOTAL	\$16,130.00

We very much enjoy our working relationship with Vineyard City and can add the above work items to the existing contract for **\$16,130.00** or you may choose which of the 3 work items above you would like added, if any. Thank you for working with us.

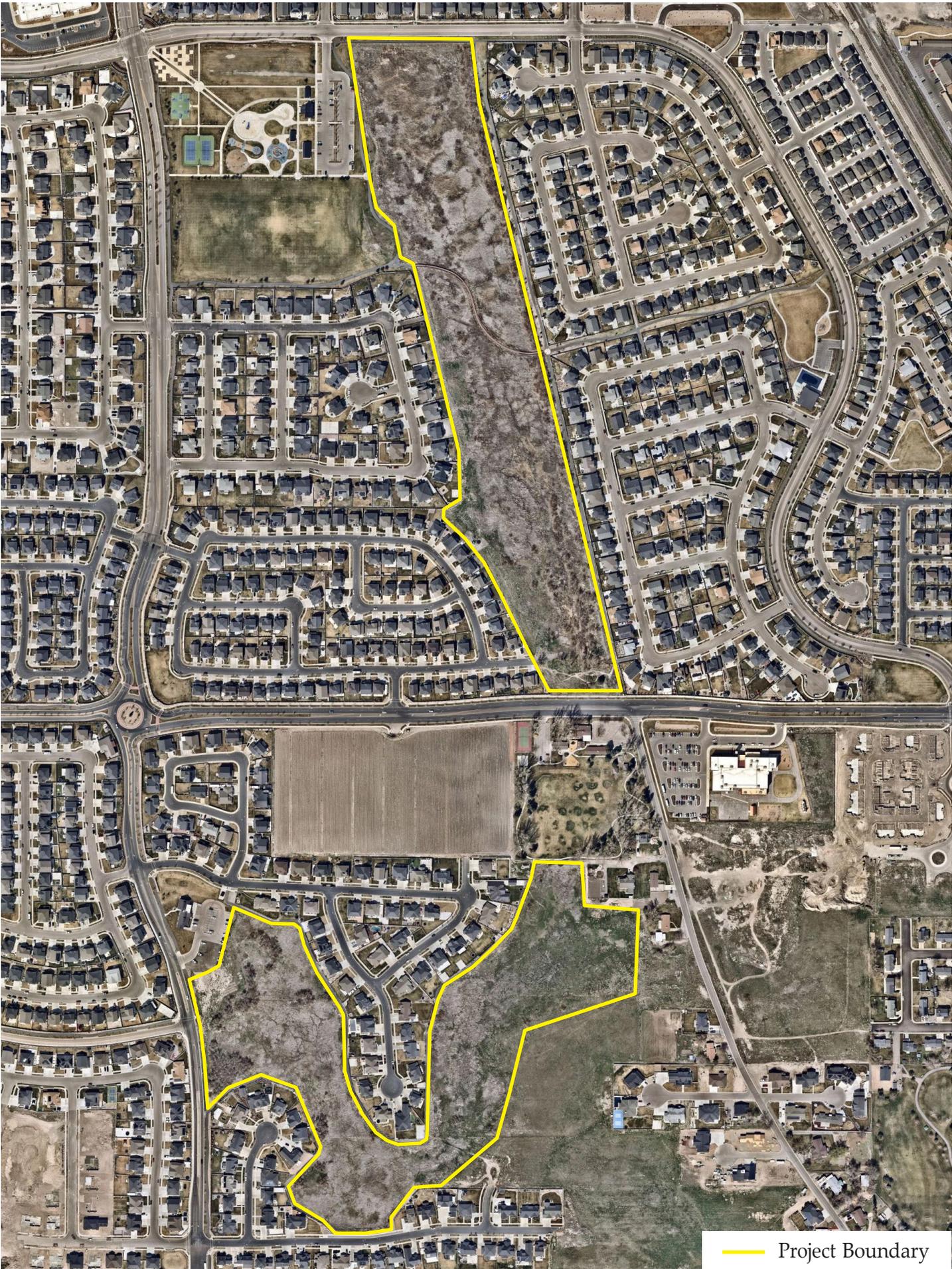
Our proposed schedule is the following:

1. Complete Master Plan Central Corridor with Survey Results- November 2022
2. Center Street Overpass Construction Documents- November- December 2022
3. Central Corridor Wetland Delineation
 - a. Field Work- November 2022
 - b. Report submittal December 2022
 - c. Response from Corps of Engineers- Jan- March 2023
 - d. Respond to comments from Corps of Engineers April 2023

Respectfully,
Project Engineering Consultants, Ltd.



Lars Anderson, PLA



— Project Boundary



986 West 9000 South
West Jordan, UT 84088
801.495.4240

April 12, 2023

Vineyard City
Attn. Briam Perez
125 South Main Street
Vineyard, UT 84058

RE: Vineyard Open Space Central Corridor Master Plan Contract Modification #2

Briam,

Conсор North America, Inc. (Conсор) respectfully request additional funds to cover additional work. At the request of the City, Conсор expended effort to make additional adjustments to the Master Plan which including: movement of playground equipment, parking lot adjustments, tree cluster locations, trail alignment alternative analysis, dog park feasibility and exploration, concept adjustments to the community center and multi-use fields including locations and layout, evaluation of different locations and layouts of a pump track, the evaluation of a Center Street median, additional labeling and adjustments based on public comment, the evaluation of additional amenities such as shade structures and water features. Conсор also updated the master plan document to Include more heritage and historic culture, additional figures based on the changes to the masterplan. In addition, our team expended effort to maintain and update of cost estimates based on the plan changes.

Cost Summary:

Modification to Master Plan Concept and Document			
Position	Hours	Rate	Total
Project Manager	6	\$225.00	\$1,350.00
QC/QA	4	\$150.00	\$600.00
Senior Landscape Architect	40	\$120.00	\$4,800.00
Designer	40	\$85.00	\$3,400.00
Total			\$ 10,150.00

Conсор respectfully request a change order In the amount of \$10,150.00 to complete the project. Our team is very proud of the product prepared and hope that the master plan provides value to the Vineyard as the City continues to grow. We appreciate the great relationship with the City and look forward to this projects completion as well as continuing to help the City in future projects. Please give me a call with any questions.

Sincerely,
Conсор North America, Inc.

Mason Bouck, PE, Project Manager
385-253-0362 | mason.bouck@consoreng.com



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 5/24/23

Agenda Item: 6.11 Amendment to City Ordinances

Department: Sheriff's Office

Presenter: Lt. Holden Rockwell

Background/Discussion:

Because the City does not have a local justice court, City ordinances have not been able to be enforced by citation. In order to allow the Deputies to issue citations for City ordinances, they have to be entered into the State citation system. In order to do this, each ordinance being added needs to have a defined level of offense and there to be a recommended fine for each. In reviewing the ordinances which will be most beneficial to add to the State citation system, several changes were needed to meet the requirements of the State. The proposed changes are attached to this report. Along with the changes to the City ordinances, the recommended fine amounts will be proposed with the consolidated fee schedule. The proposed fine amounts are consistent with those being charged throughout the state by other jurisdictions.

Fiscal Impact:

Because citations for violations in Vineyard are handled by the Utah County Justice Court, the fees associated with these cases will not have an impact on Vineyard City.

Recommendation:

Staff recommends approval of the proposed changes to the attached City Ordinances.

Sample Motion:

I move to adopt Ordinance 2023-20 with the proposed changes to the City ordinances as presented.

Attachments:

Ordinance 2023-20

**VINEYARD
ORDINANCE 2023-20**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING TITLE 6
CRIMINAL CODE; TITLE 8 PUBLIC HEALTH AND SAFETY; TITLE 10
TRANSPORTATION; AND TITLE 13 PARKS**

WHEREAS, the Vineyard City Council has the authority under t Utah Code 10-3 to amend the municipal code; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the city to amend Titles 6, 8, 10, and 13.

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

SECTION 1: **AMENDMENT** “6.06.020 Discharge Of Weapons” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.06.020 Discharge Of ~~Weapons~~Firearms

It shall be unlawful for any person to discharge any firearm or gun of any kind or nature within the Vineyard city limits, whether on public or private property. ~~It shall also be unlawful to discharge or shoot a bow and arrow, blowgun, wrist rocket, slingshot, or any other type of instrument designed to propel or throw missiles capable of doing bodily harm on public or private property (including developed archery ranges) in such a manner as to endanger persons or property or to cause the projectile or missile to cross into property owned by another when the person shooting the projectile or missile does not have permission to use such property for the purpose of discharging the weapon or device. The provision prohibiting the discharge of firearms~~ This provision shall not apply to peace officers in the performance of their official duties, to the authorized use of established firing ranges or to any other lawful act.

SECTION 2: **ADOPTION** “6.06.030 Discharge Of Weapons” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

6.06.030 Discharge Of Weapons(*Added*)

It shall be unlawful to discharge or shoot a bow and arrow, blowgun, wrist rocket, slingshot, or any other type of instrument designed to propel or throw missiles capable of doing bodily harm on public or private property (including developed archery ranges) in such a manner as to endanger persons or property or to cause the projectile or missile to cross into property owned by another when the person shooting the projectile or missile does not have permission to use such property for the purpose of discharging the weapon or device.

SECTION 3: **ADOPTION** “6.06.040 Penalty” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

6.06.040 Penalty(*Added*)

- A. Discharge of Firearms: A violation of section 6.06.020 of this chapter shall be a class B misdemeanor, subject to penalty as provided in section 1.08 of this code.
- B. Discharge of Weapons: A violation of section 6.06.030 of this chapter shall be a class C misdemeanor, subject to penalty as provided in section 1.08 of this code.

SECTION 4: **AMENDMENT** “6.14.070 Enforcement” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.14.070 Enforcement

Any minor who is in violation of the provisions of this Title is subject to arrest and citation. Upon arrest, the minor shall be returned to the custody of the parent, guardian or other person charged with the care and custody of the minor. It shall be unlawful for any parent, guardian or other person charged with the care and custody of a minor, who is in violation of this Title, to knowingly refuse to appear and take custody of said minor after being ordered to do so by a peace officer. Any person who violates the provisions of this Title is guilty of a Class **BC** Misdemeanor.

SECTION 5: AMENDMENT “6.20.010 Prohibited Travel On City Trails” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.20.010 Prohibited Travel On City Trails

No person shall use a city trail or parkway outside of the hours of use as posted on the trail or parkway. No person shall travel, use or ride a skateboard, longboard or similar device utilizing a prone, luge or skeleton technique on city trails and parkways. No person shall drive or ride an off-highway vehicle upon any city trails or parkways, except at established crossings.

SECTION 6: AMENDMENT “6.20.070 Lane Restrictions” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.20.~~070~~060 Lane Restrictions

SECTION 7: AMENDMENT “6.20.080 Walking Zones” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.20.~~080~~070 Walking Zones

SECTION 8: AMENDMENT “6.20.090 Safe Travel” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.20.~~090~~080 Safe Travel

SECTION 9: AMENDMENT “6.20.100 Passing” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.20.~~100~~090 Passing

SECTION 10: AMENDMENT “6.20.110 Helmet” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.20.~~110~~100 Helmet

SECTION 11: AMENDMENT “6.20.120 Leash Requirement” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.20.~~120~~110 Leash Requirement

SECTION 12: AMENDMENT “6.20.060 Penalties” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.20.~~060~~120 Penalties

SECTION 13: AMENDMENT “8.12.020 Sleeping On Public Property Without Authorization Prohibited” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

8.12.020 Sleeping On Public Property Without Authorization Prohibited

Vineyard City finds that sleeping on sidewalks, streets, parking strips, alleys, lanes, rights-of-way and within doorways is unsafe as it obstructs pedestrian and/or vehicular traffic, and may place the person sleeping and/or the public in danger of harm. Therefore, except as may be otherwise expressly authorized by the City:

- A. No person may sleep on any public sidewalk, street, parking strip, alley, lane, or public right-of-way.
- B. No person may sleep in any publicly used ingress or egress to public property.
- C. A violation of this Section after a request to cease and desist shall ~~be unlawful~~ be a Class C misdemeanor and shall give rise to any remedy provided by law.

SECTION 14: **AMENDMENT** “8.12.030 Camping On Public Property Without Authorization Prohibited” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

8.12.030 Camping On Public Property Without Authorization Prohibited

No person may camp in or upon any public property, nor any property owned by other governmental entities, unless:

- A. The person has authorization from the owner of the property to camp at that location;
- B. Camping is specifically authorized by the issuance of a special event permit in accordance with Vineyard City Code;
- C. Camping is otherwise specifically authorized by Vineyard City Code.
- D. A violation of the Section shall be a Class C misdemeanor.

SECTION 15: **AMENDMENT** “10.04.030 No Parking” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

10.04.030 No Parking

It shall ~~be a class B misdemeanor~~ be an infraction to park or leave standing at any time a motor vehicle, as defined in The Uniform Act Regulating Traffic on Highways, Chapter 6a of Title 41, U.C.A., as amended ~~as~~ and adopted by this municipality, except when necessary to avoid interference with other traffic or in compliance with the directions of a policeman or traffic control device.

SECTION 16: AMENDMENT “10.08.040 Crossing At Intersections” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

10.08.040 ~~Crossing At Intersections~~ Driving or Riding on Sidewalks

It shall be unlawful for any person to drive or ~~park a self-propelled vehicle~~ ride an off-highway vehicle or lead, drive, or ride any animal upon any sidewalk except across a sidewalk at established crossings. A violation of this Section shall be an infraction.

SECTION 17: AMENDMENT “13.12.030 Hours Of Operation” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

13.12.030 Hours Of Operation

All public parks, trails and playgrounds of the City shall be closed to the public between the hours of eleven o'clock (11:00) P.M. and five o'clock (5:00) A.M. the following morning. No person or persons shall be permitted in said parks or playgrounds, either on foot or on or in any type of vehicle, during such hours unless for the express purpose of traveling directly through the park or playground on a public street that passes through the park or playground. Provided, however, that section shall not apply to a person or persons who are in the park, or on the trail in conformity with a function or activity for which a permit has previously been authorized by the City. A violation of this Section after a request by law enforcement to vacate the premises shall be a Class C misdemeanor.

SECTION 18: AMENDMENT “13.12.040 Fires And Campfires” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

13.12.040 Fires And Campfires

No person shall make or kindle a fire of any kind ~~within a~~upon any public ~~park, trail or playground~~property, nor any property owned by other government entities in the City of Vineyard except in an approved fire pit or cooking facility constructed by the City or Utah County specifically for that purpose. A violation of this Section shall be a Class C misdemeanor.

SECTION 19: AMENDMENT “13.12.050 Beer And Alcoholic Beverages” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

13.12.050 Beer And Alcoholic Beverages

It is unlawful for any person to consume beer or any alcoholic beverage, or to have in his or her possession any beer or alcoholic beverage within any public park or on any public trail located in Vineyard City. A violation of this Section shall be a Class B misdemeanor.

SECTION 20: AMENDMENT “13.12.100 Smoking And Use Of Tobacco” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

13.12.100 Smoking And Use Of Tobacco

No tobacco product of any kind, including e-cigarettes or any variation thereof, is permitted to be used within parks and recreation facilities. -A violation of this Section shall be a Class B misdemeanor.

SECTION 21: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 22: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 23: EFFECTIVE DATE This Ordinance shall be in full force and effect from May 24, 2023, and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 05/24/2023

Agenda Item: 9.1 Municipal Code for Special Events

Department: Parks and Recreation

Presenter: Anna Nelson

Background/Discussion:

In 2015 Municipal Code Chapter 6.16 Use Of City Roads and City Property was adopted which references special events. In an effort to provide further balance, predictability, and consistency to the Special Events held within the Vineyard we are recommending removing Chapter 6.16 Use Of City Roads and City Property, amending Section 13.12.120 Reservation and Rental of City Parks and Facilities and adding Chapter 13.14 Special Events.

The proposed updated code better establishes permitting requirements and the approval process, along with perimeters for special events held in Vineyard. The updates suggested have been made to ensure that the events that take place in our community are safe, enjoyable, and beneficial for all involved.

The changes are a balanced approach with feedback from many perspectives and stakeholders to gain balance and better management of Special Events.

Fiscal Impact:

-None

Recommendation:

I recommend that the City Council Adopt the Special Events Code, amending municipal code by removing Chapter 6.16 Use Of City Roads and City Property, amending Section 13.12.120 Reservation and Rental of City Parks and Facilities and adding Chapter 13.14 Special Events.

Sample Motion:

“I move to adopt Ordinance 2023-19, Special Events Code, as presented by staff.”

Attachments:

Ordinance 2023-19 Special Events Code

**VINEYARD
ORDINANCE 2023-19**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING THE
VINEYARD MUNICIPAL CODE; REMOVING CHAPTER 6.16 USE OF CITY
ROADS AND CITY PROPERTY, AMENDING SECTION 13.12.120 AND ADDING
CHAPTER 13.14 SPECIAL EVENTS; AMENDING SECTION 13.12.120 (A)(4)
RESERVATION AND RENTAL OF CITY PARKS AND FACILITIES**

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

WHEREAS, the City Council has determined that it is in the best interest of the public to remove Chapter 6.16 Use of City Roads and City Property; amend Section 13.12.120 Reservations and Rental of City Parks and Facilities; add Title 12 Special Events.

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

SECTION 1: **AMENDMENT** “6.16 Use Of City Roads And City Property” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.16 ~~Use Of City Roads And City Property~~ Reserved

SECTION 2: **AMENDMENT** “6.16.010 Definitions” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.16.010 Definitions

~~As used in this Chapter: "event" means: an organized competitive or recreational event in which a group of fifty or more people collectively and simultaneously engage in a sport or form of physical exercise, including but not limited to running, jogging, walking, bicycling, swimming, skating, or equestrian activity; an organized event having as its primary purpose the entertainment or amusement of a group of fifty or more people, including but not limited to parades, carnivals, fairs, concerts, receptions, weddings, parties, or other gatherings; an organized activity in which a group of ten or more people engage in the production of photographic, video, or audio recordings, with the exception of news reporting and of small groups involved in the production of recordings for strictly personal use; the use of any City Road or City Property by reservation as required by the Vineyard City Facility Use Policy. "City Road" means all public roads and streets within the municipality not designated as State Highways which are situated outside of incorporated cities and towns and such roads and streets situated within incorporated cities and towns that have been designated as city roads and those public roads located within a national forest and constructed or maintained by the municipality under agreement with the appropriate federal agency. "City property" means all real property including improvements and facilities thereon, owned or maintained by Vineyard City, including, but not limited to, real property owned in fee simple, real property leased to the municipality, rights-of-way, and easements.~~

SECTION 3: AMENDMENT “6.16.020 Event Permits” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.16.020 Event Permits

~~No person, entity or organization shall permit, maintain, promote, conduct, advertise, sponsor, organize, manage, or operate any event as defined in VMC 6.16.010, which goes upon, over, or crosses any city road or city property unless an event permit has been obtained at least one week prior to the date of the event. An application for an event permit shall be made in writing to the Vineyard City Public Works Department at least thirty (30) days prior to such event. The application shall contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and shall be signed and sworn to or affirmed by the individual making the application. The application shall contain and disclose such information as determined necessary by Vineyard City, and shall be on forms provided by the Vineyard City Public Works Department. Prior to issuance of the event permit, the application shall be approved by the Vineyard City Public Works Department, the Utah County Sheriffs Office, and the Vineyard City Attorney's Office as necessary. The terms and conditions of each event permit shall comply with all applicable requirements set forth in the "Vineyard City Facility Use Policy".~~

SECTION 4: **AMENDMENT** “6.16.030 Fees” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.16.030 Fees

~~The fee to hold an event upon city roads or property shall be as set forth in the "Vineyard City Government Current Fee Schedule and Ordinance". Upon request of the applicant, the City Council may waive the fee in accordance with the "Vineyard City Facility Use Policy".~~

SECTION 5: **AMENDMENT** “6.16.040 Insurance” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.16.040 Insurance

~~Prior to issuance of the event permit, the applicant shall obtain event insurance or liability insurance in a form and amounts acceptable to Vineyard City, and shall provide Vineyard City with a certificate of said insurance.~~

SECTION 6: **AMENDMENT** “6.16.050 Revocation” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.16.050 Revocation

~~The event permit issued under the provisions of this Chapter may be revoked by the municipality at any time if any of the conditions necessary for the issuing of or contained in the event permit are not complied with, or if any condition previously met ceases to be complied with.~~

SECTION 7: **AMENDMENT** “6.16.060 Penalties” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

6.16.060 Penalties

~~Any person who knowingly permits, maintains, promotes, conducts, advertises, sponsors, organizes, manages, or operates any event as defined in VMC 6.16.010, without obtaining the event permit required by VMC 6.16.020, shall be guilty of a misdemeanor and shall be punished as provided in VMC 1.08.020.~~

SECTION 8: **AMENDMENT** “13.12.120 Reservation And Rental Of City Parks And Facilities” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

13.12.120 Reservation And Rental Of City Parks And Facilities

- A. The following regulation shall govern the reservation and rental of City facilities including City buildings, pavilions, and fields.
1. Acceptance of Reservations. Reservations from residents and businesses within the city will be accepted January 1st of each year for the entire year, prior to the proposed date of use. Reservations from non-resident users will be accepted not more than 90 days prior to the proposed date of use. Overnight camping in the Park is prohibited. Official City use of City facilities shall take precedence over all other reservations.
 2. Sundays and Holidays. Because the city facilities' were primarily designed for use by city residents, and to limit hours for paid employees to a normal work week, reservations for Holidays and Sundays will be accepted from residents only, as long as the facilities are scheduled at least seven (7) days in advance.
 3. The resident reserving the facilities assumes the full responsibility to clean the facilities per the cleaning form given at the time of reservation.
 4. Large Group Reservations. Groups who would like to reserve a City facility but will exceed a group size of ~~50~~100 people may require a special event permit issued by the city.
 5. Long-term Reservations. Groups desiring to use city facilities on a long-term basis, will only be allowed to reserve the facilities on a month by month basis, in order to allow others a fair opportunity to use the facilities; and will be subject to the same restrictions and fees as mentioned above.
 6. Fees Charged for Park and City Facilities Use. Fees and refundable deposits charged for use of city facilities are established by the Consolidated Fee Schedule. Deposits charged will be returned based on compliance to the conditions for which the deposit is received. (See Reservation Forms)
 7. Renters Subject to Other terms as Specified on the Reservation Forms. Those wishing to rent or reserve City facilities are subject to agree, by their signature,

to the terms and conditions as specified on the applicable Reservation Forms.
8. Non-Reserved Use. Organized groups found to be using City facilities without having made a reservation may be asked to refrain from use until the proper reservations are made.

SECTION 9: **ADOPTION** “13.14 Special Events” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14 Special Events(*Added*)

SECTION 10: **ADOPTION** “13.14.010 Definitions” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.010 Definitions(*Added*)

For the purpose of Chapter 13, Section 14 of this Title, the following definitions shall apply:

ADULT PERFORMANCE. Any music, show, exhibition, or other presentation that is performed or displayed in a public location and depicts or simulates, in whole or in part, nudity, sexual conduct, sexual excitement, specific sexual activities, lewd conduct, or the lewd exposure of prosthetic or imitation genitals or breasts.

APPLICANT. The person, or group of people, who is or are the organizer(s) and with whom the responsibility for conduct of the event lies. The Applicant signs the Special Event application and all other documents relevant to the event. If the Applicant is a corporation, corporate sponsor, or business, or any other entity, which is not a natural person, the co-applicant or responsible party must be a natural person or persons.

AMPLIFIED EVENT OR MUSIC. An event or music utilizing an amplifier or other input of power so as to obtain an output of greater magnitude or volume through speakers or other electronic devices.

CONCESSION. A privilege to sell food, beverages, souvenirs, or copyrighted or logoed event memorabilia at a permitted event.

DISRUPTIVE TECHNOLOGY. An innovation that displaces an established technology and creates a new market and value network that eventually disrupts an existing market and value network, displacing established market-leading firms, products and alliances.

FEE(S). Charges assessed by Vineyard City for permitting, staffing, equipment use/rental, property use/rental, set-up, clean up, inspections, public employees, or public equipment assessed to a Special Event and established within the event permitting process according to the Vineyard City Fee Schedule.

FIRST AMENDMENT EVENT. An expressive and associative activity that is protected by the United States and Utah Constitutions, including speech, press, assembly, and the right to petition, but not including commercial advertising, revenue-generating events, or fundraising.

MINOR. Any person under the age of eighteen (18).

PERMITTEE. The Applicant, as defined above, becomes the "Permittee" when the Special Event Permit is approved and signed by the City Manager upon meeting all the criteria in this Title. As the permit holder, the Permittee becomes the sole proprietor of the event and inherits the responsibilities connected with all licenses and permits, Fee assessments, and insurance liabilities connected with the permitted event.

PUBLIC EVENT. Any event or gathering held in a public location, including but not limited to festivals, concerts, parades, and fairs.

SPECIAL EVENT. A sporting, cultural, entertainment, or other types of unique activity, whether held for-profit, not for profit, or for charitable purposes, occurring for a limited or fixed duration that impacts the City by involving the use of, or having an impact on City property, or requiring City licensing or services beyond the scope of normal business and/or liquor regulations, as defined by this Code; or creates public impacts through any of the following:

- A. Interruption of the safe and efficient flow of transportation in Vineyard, including streets or public rights of way, which may include full, partial, or temporary closures or impacts on streets or sidewalks necessary for the safe and efficient flow of transportation and pedestrian movement in Vineyard;
- B. Use of public property, facilities, trails, or parks;
- C. Use of City parking facilities;
- D. Impacts Public Utilities above typical public use.
- E. Except for Independence Day, New Year's Eve, or any other day designated by the City, use of amplified sound above that which is allowed by Section 8.08 of this Code;
- F. Need for Public Safety beyond their normal scope of operations;
- G. Requires licensing or services beyond the normal scope of business;
- H. Outdoor or temporary events that do not normally occur with the permitted venue use;
or
- I. An organized gathering of 100 or more individuals.

SPECIAL EVENTS COORDINATOR. The City employee designated by the City Manager, that administers the provisions in the Special Events Chapter of this Code.

SPECIAL EVENT PERMIT. A permit sought by an Applicant for an event as defined in this Chapter, granted through the Special Events Department.

SPONSOR. A person, group, or business which has contracted to provide financial or logistical support to any Special Event. Such agreement may provide for advertising rights, product promotion, logo promotion, exclusivity of rights, products, or logos.

STAGE(S). The raised and semi-enclosed platforms that are designed to attenuate sound, or as otherwise approved by Special Events staff.

VENUE. The location or locations upon which a Special Event is held, which may include the ingress and egress route as approved in the conditions of the Special Event Permit.

SECTION 11: ADOPTION “13.14.020 Unlawful To Operate Without A Permit; Exceptions” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.020 Unlawful To Operate Without A Permit; Exceptions(*Added*)

- A. It is unlawful for any person to conduct a Special Event with or without charge for admission, without first applying for and being granted a Special Event Permit for the specific event and its Venue(s). All permits issued pursuant to this chapter are non-transferable and expire at the completion of the given event, or upon revocation, whichever is earlier.
- B. The following are exempt from Special Event permitting:
1. Funeral processions by a licensed mortuary;
 2. Activities lawfully conducted by a governmental entity within the scope of the governmental entity’s authority;
 3. Filming activities if a permit for such activities has been issued by the City;
 4. Activities within private property if conducted in compliance with all other codes and ordinances, including but not limited to noise and parking restrictions;
 5. Activities that do not meet the special event definition as outlined in this code;

SECTION 12: ADOPTION “13.14.030 Special Event Permit Application Procedure” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.030 Special Event Permit Application Procedure(*Added*)

- A. APPLICATION SUBMITTAL. All applications for a Special Event Permit shall be made on a Special Event Application prescribed by the City and submitted to the Special Events Coordinator. Incomplete applications will be returned to the Applicant and noted accordingly. The City shall make Special Event Applications available at the City’s administrative office and online at the City’s website. The City shall not issue a Special Event Permit for untimely applications unless the Applicant receives a written waiver from the Special Events Coordinator upon a showing of good cause for one-time events that uniquely benefit Vineyard’s community, cultural, or economic values. The Event Review Committee shall review complete applications for compliance with the Special Event Code. Following review by the Event Review Committee, the Special Events Coordinator shall subsequently return a copy of the Application to the Applicant and provide a copy to the City Manager with comments and a recommendation (approve as is, approve with changes or conditions, or denied). Within fourteen (14) days of receiving a recommendation from the Event Review Committee, the City Manager shall approve or deny the request.
- B. APPLICATION SUBMISSION DEADLINES. Special Event Applications may be submitted no earlier than twelve (12) months in advance of the proposed start date of the event. All applications must be submitted no later than sixty (60) days prior to the event.
- C. PEAK TIME PERIODS. The City shall not consider applications for events occurring during the following peak time periods unless the City Council approves the peak-time event by resolution:

 - 1. Vineyard Summer Celebration (First weekend in June)
 - 2. Boo-A-Palooza (Dates vary annually, normally held in October)
 - 3. Winter Holiday (December 23-26)
 - 4. Winter Holiday 2 (December 30,31 and January 1)
 - 5. Large races or events hosted by the city government (see Published peak time calendar) Applicants that appeal to hold a special event during a peak-time period shall submit an application for a waiver to be approved by the City Council in an open public meeting after a public hearing
- D. ADDITIONAL REQUIREMENTS. Prior to issuance of a Special Event Permit and no later than fourteen (14) days before the date of the event, the Applicant shall provide as necessary:

 - 1. Proof of insurance in a form and amount acceptable to the City;
 - 2. A signed waiver, release, and indemnification agreement in a form acceptable

to the City;

3. Supplemental information, including but not limited to a transportation, parking, and traffic control plan, weather/emergency plan, waste plan, staff and volunteer plan, community impact outreach and notification plan, vendor or concession plan, noise exemption request, and site map(s) in a form acceptable to the City;
4. Proof that the Applicant has obtained all applicable approval, permits, or licenses required by a city, county, state, or federal governmental entity.
5. Agreements or letters of permission from all affected property owners, and/or letters of recommendation or support from all affected businesses, local organizations, or residents.

E. CITY REVIEW. The Special Events Coordinator shall review Applications for completeness and present complete Applications to the Event Review Committee along with a city recommendation of approval, denial, or conditions. The Event Review Committee shall review the Application and issue a written recommendation to the City Manager. The City Manager shall review the recommendation of the Event Review Committee and either approve, approve with conditions, or deny all applications.

F. DECISION. Upon deciding whether to approve, approve with conditions, or deny an Application, the City Manager shall deliver written notice of such decision to the Applicant.

SECTION 13: **ADOPTION** “13.14.040 Standards For Permit Approval” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.040 Standards For Permit Approval(*Added*)

A. STANDARDS. The City shall consider the following standards when reviewing special event permit applications:

1. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND CITY LAWS. The event organizer must demonstrate compliance with all applicable federal, state, county, and city laws, including but not limited to noise regulations, health and safety laws, environmental standards, and other relevant ordinances or permits required for the event.
2. PUBLIC SAFETY. The event organizer must provide a comprehensive plan detailing the public safety measures it will follow to ensure the well-being of event attendees, staff, and the general public. This plan should include provisions for crowd control, emergency services, medical facilities, security

- personnel, traffic management, and any other necessary safety considerations.
3. IMPACTS TO PUBLIC SPACES. The event organizer must demonstrate measures to minimize the impact on public spaces, such as the time and location of events relative to usage of certain public spaces or amenities, minimizing damage to park grounds, providing appropriate waste management systems, and ensuring the timely cleanup of the event area once the event concludes.
 4. INFRASTRUCTURE AND FACILITIES. The event organizer must ensure that the chosen location has adequate infrastructure and facilities to support the event, including but not limited to electricity, water, restroom facilities, and parking.
 5. COMMUNICATION. The event organizer must establish a plan for notifying and communicating with affected residents and businesses in the vicinity of the event site. This plan should include timely and clear communication regarding the event's schedule, potential impacts, and contact information for addressing any concerns or inquiries.
 6. TRAFFIC AND TRANSPORTATION. The event organizer must provide a comprehensive traffic and transportation management plan to minimize disruptions to the surrounding area. This plan should address parking arrangements, traffic flow, alternative transportation options, and any required road closures or detours.
 7. ENVIRONMENTAL CONSIDERATIONS. The event organizer must demonstrate efforts to minimize environmental impacts, such as implementing waste reduction and recycling initiatives, utilizing eco-friendly materials, and considering energy-efficient practices during the event.
 8. FINANCIAL RESPONSIBILITY. In addition to the insurance and liability requirements required by this chapter, the event organizer shall provide evidence of adequate financial resources or insurance coverage to address any potential public liabilities arising from the event, including property damage, personal injury claims, and other related expenses.
 9. PRIOR TRACK RECORD. The event organizer's past experience in successfully organizing similar events may be considered as a factor in evaluating the permit application.
 10. COMMUNITY SUPPORT AND ENGAGEMENT. The event organizer should demonstrate efforts to engage and secure community support for the event, including obtaining letters of support from local organizations, collaborating with neighborhood associations, and addressing any concerns raised by residents or stakeholders.
 11. ALIGNMENT WITH CITY AND NEIGHBORHOOD OBJECTIVES. The event organizer must explain how the special event aligns with the city's and neighborhood's objectives, goals, and priorities. This includes promoting community cohesion, enhancing the city's cultural or recreational offerings, and contributing to the overall well-being of the community.
 12. ECONOMIC BENEFIT. The event organizer must outline how the special event will generate economic benefits for the city, such as increased tourism,

local business revenue, job creation, or showcasing local artisans and vendors. This should include a plan for attracting visitors, promoting local businesses, and maximizing positive economic impacts.

13. DIVERSITY OF EVENTS AND COMMUNITIES SERVED. The event organizer should strive to provide a diverse range of special events that cater to various interests, cultures, and communities within the city. The selection of events should aim to be inclusive and representative of the city's diverse population.
14. PRESERVATION OF ACCESS TO SHARED SPACES. The special event should not unduly restrict or hinder public access to shared spaces, such as parks or public facilities, during or after the event. The event organizer must demonstrate a commitment to maintaining public access to these spaces, ensuring that they remain available for use by residents and visitors.
15. NON-RELIANCE ON PRIMARILY RETAIL-FOCUSED EVENTS. The special event should not primarily focus on retail activities, but instead offer a broader range of experiences, such as arts and cultural exhibitions, performances, food festivals, educational programs, or recreational activities. The event organizer should encourage a diverse array of event types that cater to different interests and foster community engagement.
16. NEGATIVE IMPACTS. Negative traffic, public health, or public safety impacts of the special event cannot be eliminated or sufficiently mitigated by Conditions of Approval or to conform to the requirements of the Vineyard City General Plan.
17. VIOLENCE. The event creates the imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
18. DISRUPTIVE TECHNOLOGY. Whether the event organizer proposes to use Disruptive Technology and has mitigated potential impacts to businesses or the community that would result from such use.
19. AGE RESTRICTIONS. Whether the event is appropriate for participants of all ages or abilities.

SECTION 14: **ADOPTION** “13.14.045 Prohibition Of Special Events In Certain Locations” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.045 Prohibition Of Special Events In Certain Locations(*Added*)

- A. PUBLIC PARKS. No person, group, or organization shall hold a special event in any public park within the City unless the event is held in an area designated by the City

for such purposes.

- B. DESIGNATED AREAS. The City may designate certain areas of public parks for use as special event sites. These areas shall be clearly marked and identified as such on maps created by the Special Event Coordinator. The City shall have the discretion to determine the number of special events that may be held in each designated area and the frequency of such events.
- C. PROXIMITY TO PRIVATE RESIDENCES. No special event shall occur within twenty (20) feet of any private residence abutting a public park. As may be necessary to minimize the impact of noise and other disturbances on nearby residents, the City may increase this distance on an event-by-event basis based on the nature and size of the event, the location of the nearest residences, and the type of noise and other disturbances that the event is likely to generate.

SECTION 15: ADOPTION “13.14.050 Conflicting Permit Applications” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.050 Conflicting Permit Applications(*Added*)

- A. No more than one (1) Special Event shall be approved for the same week(s) unless the City Manager finds that the events will not adversely impact one another and that concurrent scheduling of the events will not adversely impact the public health, safety, and welfare. In making this determination, the City Manager will apply the following criteria:
1. Geographic separation of the events;
 2. Proposed time and duration of the events;
 3. Anticipated attendance volumes;
 4. Necessity for public personnel, equipment, and/or transportation services at the events; and
 5. Anticipated traffic and parking impacts.
 6. Wear and tear on city facilities
- B. In cases where an event double booking conflict arises, the Event Review Committee will encourage any secondary, or subsequent, Applicant to review the feasibility of collocating with the original Applicant. If collocating proves impractical, the Event Review Committee will encourage any secondary, or subsequent, Applicant to offer a viable alternative strategy that meets the needs of all Applicants, while also ensuring adequate public safety measures remain intact.
- C. If no voluntary agreement is reached, then the City Manager shall resolve the issue based on the following order of priorities:
1. The Special Event that provides the greatest overall value to the City based on

- economic and community impacts, which for recurring events may be based on an annual event debrief.
2. Special Events planned, organized, or presented by state, federal, or City governmental entities or their agents shall have priority over conflicting applications if:
 - a. The application is timely filed and processed by the City;
 - b. Said governmental application is made in good faith and not with the effect or purpose of improperly chilling the constitutional rights of conflicting Applicants.
 3. Special events that are planned and organized by Vineyard City shall have priority over all conflicting applications
- D. If no voluntary agreement is reached, then the first-in-time application shall be given priority. The conflicting Applicant shall be advised of other open dates on the City's events calendar.

SECTION 16: ADOPTION “13.14.060 Fees; Exceptions” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.060 Fees; Exceptions(*Added*)

- A. APPLICATION FEE. Special Event Application Fees shall be assessed according to the City's Fee schedule. All application fees are due and payable upon receipt of an invoice from Vineyard City and prior to permit being issued.
- B. CITY SERVICE FEES. Upon receipt of a completed Special Event Application, the Special Events Coordinator will provide the Applicant with an estimate of City Service Fees based on the fee schedule and will provide estimated costs for City services arising from the event, including but not limited to the use of City personnel and/or equipment, City transportation services, Utah County Sheriffs Vineyard office services (see Utah County Sheriffs Vineyard office,) venues or facilities, Building inspections, and User Fees. A final assessment of City costs will occur upon completion of the Special Event. All-City service Fees will be adjudged to reflect actual costs. Unless reduced pursuant to Section 13.14.070, all additional City service Fees must be paid in full within thirty (30) days of the final assessment and receipt of invoice of City costs for the Special Event.
- C. FINANCIAL SECURITY. The City Manager is authorized to require an Applicant to post a cash deposit or other security accepted by the Finance Department for all estimated contingent costs prior to the issuance of a Special Event Permit, as a guarantee against Fees, damages, clean up, or loss of public property.
- D. EXCEPTIONS. Specified Fees do not apply to an application for a First Amendment

Event permit if the Applicant demonstrates, by sufficient evidence, that the imposition of Fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

SECTION 17: ADOPTION “13.14.070 Fee Reductions” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.070 Fee Reductions(*Added*)

- A. Annually, the City may allocate funds to reduce City Service Fees required for Special Events. Allocation of reduced Fees will be determined by the City Council. Deposits may not be waived.
- B. The City Council may reduce the following Special Event City Service Fees after reviewing a recommendation from the Parks and Recreation Department and Budget Manager upon a finding of eligibility pursuant to the criteria provided. Fees that may be reduced are as follows:
 - 1. Special Event Application;
 - 2. Building permit;
 - 3. Facility and/or equipment rentals;
 - 4. Field and/or park rentals;
- C. Fee reduction requests will be reviewed during review of the Special Event Application. Fee reduction requests must be submitted to the Special Events Coordinator on a Special Event Fee Reduction Application.
- D. Eligibility for a full or partial Fee reduction shall be determined by the City pursuant to the following criteria, none of which shall be individually controlling:
 - 1. Reason for choosing Vineyard City and specific Venue for the event;
 - 2. Charges event admission or Fees for participation and policy for attendees or participants unable to pay such Fees;
 - 3. Event organizers provide free programs to the community, or raises funds for organizations that provide free or low-cost programs benefiting local youth, seniors, or under-served constituents, and/or is aligned with City Council's critical goals;
 - 4. Provides a community or cultural event; and
 - 5. Demonstrates extraordinary efforts to reduce and mitigate environmental, transportation, and residential impacts associated with the event consistent with adopted City Council priority/policy goals and the General Plan.

SECTION 18: **ADOPTION** “13.14.080 Insurance Requirements” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.080 Insurance Requirements(*Added*)

Upon receipt and review of a Special Event Permit application, the Parks and Recreation Department will submit the application with a recommendation for final authority by the City Attorney and Finance Director for the amount of liability insurance or other security. The Parks and Recreation Department will deliver written notice of such determination to the Applicant. Applicant shall provide proof of liability insurance in the determined amount no later than fourteen days (14) prior to the first set-up day of a Special Event. The Applicant shall name Vineyard City Municipal Corporation as an additional insured. All Applicants shall further indemnify the City from liability occurring at the event, except for any claim arising out of the sole negligence or intentional torts of the City or its employees. Any reduction of these requirements must be approved by the City Attorney prior to permit approval. The City may revoke a Special Event Permit if the Applicant does not timely submit the required security and waiver of liability.

SECTION 19: **ADOPTION** “13.14.090 Supplemental Documents” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.090 Supplemental Documents(*Added*)

A. Transportation and traffic control requirements and considerations:

1. All traffic and transportation control are the responsibility of the Applicant. A traffic and transportation control plan shall be provided to, and approved by, the Event Review Committee upon recommendation by the Engineering Department prior to the City Manager’s approval. Plans are determined through collaboration with the Special Events Coordinator, and shall include determinations on transit impacts and traffic control, including pedestrian, bicycle, motorized and other methods of transport required for the event. In addition to parking coordination;
2. Road closures will require appropriate traffic control. Appropriate traffic control may include by uniformed state, county, or local police officers, or a private company, identified event staff, or physical devices, as determined by the Event Review Committee;
3. The Event Review Committee may require an alternate route, or alternative

time, if the proposed Event occurs when traffic volumes are high, active road construction is present, an alternative event is already occupying the road, a safer route to accommodate the event, or the event poses a significant inconvenience to the traveling public;

4. The Applicant shall restore the road or trail segment, or impacted area to its original condition, free from litter and other material charges;
5. The Parks and Recreation Department may monitor and ensure compliance with the terms and conditions of any Special Event Permit.

B. Contingency Plan Requirements:

1. Considering the nature of the planned Special Event, the Applicant shall develop:
 - a. Contingency or emergency plans, including Emergency Medical Service, fire, and police;
 - b. Operations plan and timeline;
 - c. Weather date and/or weather conditions plan;
 - d. Residential notification and mitigation plan;
 - e. Planned rest areas, water and toilet facilities, and trash cleanup based on the City requirements and The Utah County Health Code;
 - f. Plans to ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights, and signs;
 - g. The City Manager may require that the Applicant provide notice to participants, bystanders, or the public of all plans enumerated in Subsection (B)(1). The amount of and method of notice shall be dependent on the circumstances of the Special Event Permit.

C. Special Event Site Identification and Private Property Use Requirements.

D. Parking plan showing location, number of stalls, and approval from property owners as needed. Parking plans need to show a ratio of 1 parking stall to each 3 anticipated participants.

E. The Applicant shall provide a detailed map showing the proposed course and direction of the event. Locations of parking areas, signs and banners, water stations, power sources, toilet facilities and other appropriate information shall also be included on this map. The Applicant is responsible for obtaining appropriate permission to locate these facilities on private property.

SECTION 20: ADOPTION “13.14.100 Waiver” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.100 Waiver(*Added*)

The City Council may, in its sole discretion, waive any requirement of this chapter if it finds that strict compliance with such requirement is impractical, unnecessary, or contrary to the public interest. A waiver may be granted upon written application to the City Manager or designee. The application shall state the specific requirement for which a waiver is sought, the reasons why the waiver is necessary, and any alternative measures proposed to mitigate any adverse impacts resulting from the waiver. The City Manager or designee may grant the waiver, subject to such conditions and safeguards as deemed appropriate to protect the public health, safety, and welfare.

SECTION 21: **ADOPTION** “13.14.110 Appeal” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.110 Appeal(*Added*)

Any Applicant that has been denied a special event permit, or has been granted a permit with unwanted conditions, may appeal the decision to the City Council within ten 10 days of the City Manager’s decision. The appeal must be in writing and must include the reasons why the decision should be reversed or modified. The City Council shall consider the appeal at its next regularly scheduled meeting and may affirm, modify, or reverse the decision of the City Manager. The decision of the City Council shall be administratively final.

SECTION 22: **ADOPTION** “13.14.120 Prohibition Of Adult Performances” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.120 Prohibition Of Adult Performances(*Added*)

- A. It shall be unlawful to organize, promote, or produce any public event that includes an Adult Performance within the city limits.
- B. No person under the age of eighteen (18) shall be allowed to attend any event featuring an Adult Performance.
- C. Any violation of this provision shall result in the immediate revocation of the special event permit, and the organizers shall be subject to a penalty.

SECTION 23: **ADOPTION** “13.14.130 Penalty” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.130 Penalty(*Added*)

The City may enforce violations of this chapter through all available criminal or civil means. Any person who willfully violates any provision of this Title shall be guilty of a Class B misdemeanor. Persons conducting Special Events without having first obtained a Special Event Permit are subject to arrest and the Special Event is subject to closure.

SECTION 24: **ADOPTION** “13.14.140 Revocation For Cause; Notice To Cure” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.14.140 Revocation For Cause; Notice To Cure(*Added*)

- A. NOTICE TO CURE. If the Special Events Coordinator or any sworn law enforcement officer determines that the conditions of any permit issued pursuant to this chapter have been or are being violated, then notice shall be given to the Permittee, or designated organizer’s representative of the Special Event to cure the violation.
- B. FAILURE TO CURE. It is unlawful for the Permittee, Sponsor, or on-site organizer’s representative of an authorized Special Event to fail to take reasonable steps to promptly cure any notice of violation of this chapter. It is also unlawful for any participant or spectator to fail to comply with lawful directions issued by any sworn law enforcement officer or by the Permittee, Sponsor, or on-site organizer’s representative to cure their violation of this chapter.
- C. CLEAR AND PRESENT DANGER. If a sworn law enforcement officer determines, after consultation with the Chief of Police or the Chief of Police’s designee, that any failure to cure a violation of this chapter creates a clear and present danger of immediate significant harm to life, public safety, or property which cannot be reasonably mitigated by increased public safety enforcement and which, on balance, outweighs the constitutionally protected rights of the organizers or participants in the Special Event, the Permittee, Sponsor, or on-site organizer’s representative of the Special Event shall be promptly notified that the permit is revoked and that the Special Event must immediately cease and desist

D. VIOLATION OF CEASE-AND-DESIST ORDER. If a Special Event Permit is revoked as specified in Subsection (C) above, then it shall be unlawful for any person to fail to obey the order to cease and desist from illegal activities.

SECTION 25: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 26: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 27: EFFECTIVE DATE This Ordinance shall be in full force and effect from May 24, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

	AYE	NAY	ABSENT	ABSTAIN

Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 9.2 Vineyard City Fiscal Year 2023-2024 Enterprise Transfers Public Hearing

Department: Finance

Presenter: Ezra Nair, City Manager

Background/Discussion:

Utah Code Section 10-6-135.5 requires that a governing body of a city that intends to transfer money in an enterprise fund to another fund shall provide notice of the intended transfer, provide notice of an enterprise fund hearing, and hold an enterprise fund hearing before the adoption of the city's budget. It is more cost effective and operationally efficient for certain functions such as facilities, fleet, information systems, and human resources to be administered on a city-wide basis. Transfers from the utility funds receiving the benefit of these services to the Internal Services Fund totaling \$698,756 have been included in the proposed fiscal year 2023-2024 budget.

Fiscal Impact:

Water Fund - \$255,965
Wastewater Fund - \$143,858
Storm Water - \$90,835
Transportation - \$208,098

Recommendation:

No action required

Sample Motion:

No motion needed

Attachments:

Bill Insert to Customers FY2024

NOTICE TO VINEYARD CITY UTILITY CUSTOMERS

State law requires that Vineyard City provide an annual disclosure of funds transferred from the utility enterprise funds to other funds. The following paragraph explains the transfers from enterprise funds to other funds in the proposed fiscal year 2023-2024 budget.

It is more cost effective and operationally efficient for certain functions such as facilities, fleet, information systems, and human resources to be administered on a city-wide basis. Transfers from the utility funds receiving the benefit of these services to the Internal Services Fund totaling \$698,756 have been included in the proposed fiscal year 2023-2024 budget.

This table outlines the transfers described above:

Transfer From	Transfer To		% of Total Exp
	Internal Services Fund	Total	
Water	255,965	255,965	10%
Wastewater	143,858	143,858	9%
Stormwater	90,835	90,835	19%
Transportation	208,098	208,098	17%
Total	\$ 698,756	\$ 698,756	12%

A public hearing regarding transfers from the enterprise funds to other funds for the fiscal year beginning July 1, 2023, and ending June 30, 2024, will be held during the Council Meeting on Wednesday, May 24, 2023. The meeting starts at 6:00 p.m. and will be held in the Council Chambers of the Vineyard City Hall, 125 S Main Street, Vineyard, Utah.

Thank you for your support and involvement as a customer of Vineyard City’s utilities.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 9.3 Vineyard City Fiscal Year 2023-2024 Tentative Budget

Department: Finance

Presenter: David Mortensen, Finance Director

Background/Discussion:

Utah Code Section 10-6-111 requires that a tentative budget for the next fiscal year be filed with and tentatively adopted by the governing body of the city on or before the first regularly scheduled meeting of the governing body in May of the current fiscal year. City Staff recommends tentative adoption of the Vineyard City Fiscal Year 2023-2024 Tentative Budget as outlined in the attached detail worksheet.

Utah Code Section 10-6-113 requires that at the meeting at which the tentative budget is adopted, the governing body of the city shall establish the time and place of a public hearing to consider its adoption and shall order that notice of the public hearing to be published at least seven days prior to the hearing. City Staff recommends that the City Council establish 6:00 PM on May 24, 2023, at the Council Chambers at Vineyard City Hall as the time and place of the Fiscal Year 2023-2024 Budget public hearing.

Fiscal Impact (including transfers in/out from/to other funds):

General Fund - \$11,229,936 Total Revenues; \$1,213,884 Fund Balance
Appropriation; \$12,443,820 Total Expenditures & Transfers Out

Impact Fee Fund - \$442,000 Total Revenues; \$170,000 Total Expenditures

Capital Projects Fund - \$1,000,000 Total Transfers In; \$2,887,500 Fund Balance
Appropriation; \$3,887,500 Total Expenditures

Water Fund - \$17,175,000 Total Revenues; \$68,368 Fund Balance Appropriation;
\$17,243,368 Total Expenses & Transfers Out

Wastewater Fund - \$3,855,000 Total Revenues; \$3,680,000 Total Expenses &
Transfers Out



VINEYARD CITY COUNCIL STAFF REPORT

Storm Water Fund - \$401,421 Total Revenues & Transfers In; \$65,000 Fund Balance Appropriation; \$466,421 Total Expenses & Transfers Out

Transportation Fund - \$927,513 Total Transfers In; \$276,500 Fund Balance Appropriation; \$1,204,013 Total Expenses & Transfers Out

Internal Services Fund - \$1,554,730 Total Revenues & Transfers In; \$1,554,730 Total Expenses

Recommendation:

Tentative adoption of the Vineyard City Fiscal Year 2023-2024 Tentative Budget and establishing 6:00 PM on Wednesday May 24, 2023, at the City Council Chambers of Vineyard City Hall as the time and place for the Vineyard City Fiscal Year 2023-2024 Budget public hearing.

Sample Motion:

I move to tentatively adopt the Vineyard City Fiscal Year 2023-2024 Tentative Budget as presented by Staff and establish 6:00 PM on Wednesday, May 24, 2023, at the Council Chambers of Vineyard City Hall as the time and place for the Vineyard City Fiscal Year 2023-2024 Budget public hearing.

Attachments:

Vineyard City Fiscal Year 2023-2024 Tentative Budget detail

Vineyard City

Fiscal Year 2023-2024 Tentative Budget

GENERAL FUND SUMMARY 2024

	ACTUALS FY 21-22	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
BEGINNING FUND BALANCE:		\$ 3,351,453	\$ 3,325,449
REVENUES:			
PROPERTY TAXES	\$ 2,972,664	\$ 3,099,914	\$ 3,225,000
TRANSPORTATION TAXES	274,123	280,000	305,000
SALES TAXES	2,914,591	3,101,756	3,315,000
RAP TAX	207,967	210,000	215,000
FRANCHISE FEES	633,292	685,000	730,000
BUSINESS LICENSES AND PERMITS	14,264	15,000	20,000
BUILDING PERMITS	577,026	700,000	715,000
FIRE INSPECTION AND PLAN REVIEW FEES	11,930	20,000	15,000
CLASS C ROAD FUNDS	457,462	500,000	525,000
GRANT REVENUE	7,700	12,700	-
DEVELOPMENT FEES	242,372	250,000	260,000
SANITATION FEES	525,107	556,000	580,000
INSPECTION FEES	437,637	400,000	445,000
RECREATION FEES	155,874	240,000	202,000
FINES AND FORFEITURES	290	1,000	1,000
CREDIT CARD FEES	4,871	4,000	10,000
INTEREST EARNINGS	21,990	20,000	110,000
RENTS	25,755	30,000	35,000
LIBRARY FEES	406	-	-
SPONSORSHIPS	34,605	31,000	35,000
MISCELLANEOUS REVENUE	6,446	1,663	9,885
BEGINNING FUND BALANCE APPROPRIATION	-	26,004	1,213,884
TOTAL REVENUE	\$ 9,526,372	\$ 10,184,037	\$ 11,966,769
TRANSFERS IN:			
TRANSFER FROM RDA FUND	-	427,920	477,051
TOTAL TRANSFERS IN	\$ 0	\$ 427,920	\$ 477,051
TOTAL REVENUE & TRANSFERS IN	\$ 9,526,372	\$ 10,611,957	\$ 12,443,820

GENERAL FUND SUMMARY 2024

	ACTUALS FY 21-22	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
GENERAL FUND EXPENDITURES:			
MAYOR AND COUNCIL	Unknown	\$ 84,483	\$ 153,093
CITY MANAGER	Unknown	158,084	149,779
RECORDER	Unknown	183,993	237,901
FINANCE	Unknown	309,052	329,960
HUMAN RESOURCES	Unknown	124,482	0
COMMUNICATIONS	Unknown	145,471	216,227
PLANNING	Unknown	399,942	511,900
BUILDING	Unknown	662,957	602,467
POLICE	Unknown	2,531,166	2,922,216
FIRE	Unknown	1,577,295	1,511,067
LIBRARY	Unknown	48,376	62,757
PUBLIC WORKS	Unknown	850,030	687,483
ENGINEERING	Unknown	297,828	210,166
SANITATION	Unknown	489,100	541,942
PARKS	Unknown	622,936	889,159
RECREATION	Unknown	351,227	388,116
SPECIAL EVENTS	Unknown	156,086	162,577
NON-DEPARTMENTAL	Unknown	81,450	55,000
TOTAL DEPT ALLOCATIONS	\$ 7,189,902	\$ 9,073,956	\$ 9,631,810
TRANSFERS OUT:			
TRANSFER TO WASTEWATER FUND			50,000
TRANSFER TO STORMWATER FUND			51,421
TRANSFER TO TRANSPORTATION FUND	872,379	780,000	927,513
TRANSFER TO CAPITAL PROJECTS FUND	645,535	325,000	1,000,000
TRANSFER TO INTERNAL SERVICE FUND	445,700	433,001	783,076
TOTAL TRANSFERS OUT:	\$ 1,963,614	\$ 1,538,001	\$ 2,812,010
TOTAL EXP. & TRANS.OUT	\$ 9,153,516	\$ 10,611,957	\$ 12,443,820
OPERATING SURPLUS(DEFICIT)	\$ 372,856	\$ 0	\$ 0

GENERAL FUND REVENUES	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Projected	FY24 Budget
Property Tax	\$ 2,384,599	\$ 2,485,579	\$ 2,790,395	\$ 2,972,664	\$ 3,099,914	\$ 3,100,000	\$ 3,225,000
Sales Tax	\$ 1,108,008	\$ 1,735,260	\$ 2,319,132	\$ 2,914,591	\$ 3,101,756	\$ 3,200,000	\$ 3,315,000
Transporation Tax		\$ 127,717	\$ 216,487	\$ 274,123	\$ 280,000	\$ 302,000	\$ 305,000
RAP Tax		\$ 30,876	\$ 156,692	\$ 207,967	\$ 210,000	\$ 215,000	\$ 215,000
Franchise Tax	\$ 421,859	\$ 451,679	\$ 434,241	\$ 633,292	\$ 685,000	\$ 722,373	\$ 730,000
Total Taxes	\$ 3,914,467	\$ 4,831,111	\$ 5,916,946	\$ 7,002,637	\$ 7,376,670	\$ 7,539,373	\$ 7,790,000
		23%	22%	18%		8%	3%
Business Licenses and Permits	\$ 20,681	\$ 21,088	\$ 21,622	\$ 14,264	\$ 15,000	\$ 20,000	\$ 20,000
Building Permits	\$ 909,973	\$ 1,058,300	\$ 1,303,302	\$ 577,026	\$ 700,000	\$ 500,000	\$ 715,000
Fire Inspection and Plan Review Fees		\$ 17,620	\$ 31,530	\$ 11,930	\$ 20,000	\$ 10,000	\$ 15,000
Total Licenses and Permits	\$ 930,654	\$ 1,097,007	\$ 1,356,454	\$ 603,220	\$ 735,000	\$ 530,000	\$ 750,000
Class B&C Road Funds	\$ 269,816	\$ 352,236	\$ 424,680	\$ 457,462	\$ 500,000	\$ 515,698	\$ 525,000
Grant Revenue	\$ 41,230	\$ 7,798	\$ 779,143	\$ 7,700	\$ 12,700	\$ 12,700	\$ -
Total Intergovernmental Revenue	\$ 311,046	\$ 360,034	\$ 1,203,822	\$ 465,162	\$ 512,700	\$ 528,398	\$ 525,000
Development Fees	\$ 319,747	\$ 350,588	\$ 352,976	\$ 242,372	\$ 250,000	\$ 159,245	\$ 260,000
Sanitation Fees	\$ 314,746	\$ 383,832	\$ 462,097	\$ 525,107	\$ 556,000	\$ 558,616	\$ 580,000
Inspection Fees	\$ 203,729	\$ 246,462	\$ 338,901	\$ 437,637	\$ 400,000	\$ 250,000	\$ 445,000
Recreation Fees	\$ 47,220	\$ 65,091	\$ 132,715	\$ 155,874	\$ 240,000	\$ 200,000	\$ 202,000
Fines & Forfeitures	\$ 1,700	\$ 1,984	\$ 351	\$ 290	\$ 1,000	\$ 1,000	\$ 1,000
Credit Card Fees			\$ 685	\$ 4,871	\$ 4,000	\$ 9,531	\$ 10,000
Interest Earnings	\$ 170,569	\$ 144,359	\$ 35,014	\$ 21,990	\$ 20,000	\$ 98,530	\$ 110,000
Rents	\$ 9,070	\$ 6,394	\$ 10,542	\$ 25,755	\$ 30,000	\$ 30,000	\$ 35,000
Library Fees	\$ 60		\$ 1,458	\$ 406	\$ -	\$ 10	\$ -
Sponsorships	\$ 24,373	\$ 28,801	\$ 19,676	\$ 34,605	\$ 31,000	\$ 31,000	\$ 35,000
Miscellaneous Revenues	\$ 7,676	\$ 706	\$ 3,044	\$ 6,446	\$ 1,663	\$ 11,626	\$ 9,885
Beg. Fund Appropriation					\$ 26,004	\$ 26,000	\$ 1,213,884
Total Misc Revenue	\$ 1,098,891	\$ 1,228,218	\$ 1,357,458	\$ 1,455,353	\$ 1,559,667	\$ 1,375,558	\$ 2,901,769
Transfer From RDA Fund					\$ 427,920	\$ 330,138	\$ 477,051
TOTAL GENERAL FUND REV	\$ 6,255,058	\$ 7,516,370	\$ 9,834,680	\$ 9,526,372	\$ 10,611,957	\$ 10,303,467	\$ 12,443,820
TOTAL GENERAL FUND EXPEND	\$ 6,810,878	\$ 6,580,374	\$ 8,590,052	\$ 9,153,516	\$ 10,611,957	\$ 9,909,410	\$ 12,443,820
Surplus (Deficit)	\$ (555,820)	\$ 935,996	\$ 1,244,629	\$ 372,856	\$ (0)	\$ 394,057	\$ 0

MAYOR AND MUNICIPAL COUNCIL

MAYOR AND MUNICIPAL COUNCIL				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
Mayor & Council					
10	0101	4002	Part Time Regular	52,260	116,008
10	0101	4008	Compensation Adjustments	1,725	4,995
10	0101	4051	Retirement & Taxes	3,998	8,875
10	0101	4105	Membership Dues & Subscriptions	500	500
10	0101	4108	Meetings	1,500	4,500
10	0101	4257	Programs	16,000	9,715
10	0101	4413	Training	3,000	3,000
10	0101	4414	Travel	5,500	5,500
Total Mayor & Council				84,483	153,093

CITY MANAGER

CITY MANAGER				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
			City Manager		
10	0201	4001	Full Time Regular	78,624	78,624
10	0201	4006	Other Compensation	960	960
10	0201	4007	Car Allowance	3,600	3,600
10	0201	4008	Compensation Adjustments	3,000	3,895
10	0201	4051	Retirement & Taxes	18,744	18,744
10	0201	4053	Insurance	14,156	14,456
10	0201	4105	Membership Dues & Subscriptions	18,900	12,400
10	0201	4108	Meetings	6,000	3,000
10	0201	4109	Special Events	3,000	3,000
10	0201	4413	Training	5,800	5,800
10	0201	4414	Travel	5,300	5,300
			Total City Manager	158,084	149,779

RECORDER

RECORDER				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
			Recorder		
10	0301	4001	Full Time Regular	73,273	135,034
10	0301	4002	Part Time Regular	29,695	-
10	0301	4006	Other Compensation	720	1,440
10	0301	4008	Compensation Adjustments	3,603	6,742
10	0301	4051	Retirement & Taxes	20,547	33,522
10	0301	4053	Insurance	15,005	35,973
10	0301	4103	Public Notices	7,000	5,000
10	0301	4105	Membership Dues & Subscriptions	600	900
10	0301	4108	Meetings	240	240
10	0301	4110	Postage		50
10	0301	4151	Equipment	30,000	
10	0301	4301	Contract Services		15,000
10	0301	4355	Miscellaneous	1,000	1,000
10	0301	4413	Training	810	1,000
10	0301	4414	Travel	1,500	2,000
			Total Recorder	183,993	237,901

FINANCE

FINANCE				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
			Finance		
10	0401	4001	Full Time Regular	128,239	108,444
10	0401	4002	Part Time Regular	51,106	72,686
10	0401	4003	Seasonal Employees	13,385	13,385
10	0401	4006	Other Compensation	2,040	2,040
10	0401	4007	Car Allowance	2,400	2,400
10	0401	4008	Compensation Adjustments	7,021	9,123
10	0401	4051	Retirement & Taxes	35,506	33,557
10	0401	4053	Insurance	24,666	18,170
10	0401	4105	Membership Dues & Subscriptions	680	830
10	0401	4108	Meetings	360	600
10	0401	4301	Contract Services	17,000	25,000
10	0401	4352	Bank Fees	5,000	10,000
10	0401	4353	Merchant Fees	14,500	20,000
10	0401	4355	Miscellaneous	1,225	2,025
10	0401	4413	Training	1,575	3,700
10	0401	4414	Travel	4,350	8,000
			Total Finance	309,052	329,960

HUMAN RESOURCES

HUMAN RESOURCES				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
Human Resources					
10	0501	4001	Full Time Regular	60,840	
10	0501	4006	Other Compensation	960	
10	0501	4008	Compensation Adjustments	2,322	
10	0501	4051	Retirement & Taxes	14,504	
10	0501	4053	Insurance	14,546	
10	0501	4105	Membership Dues & Subscriptions	150	
10	0501	4355	Miscellaneous	25,760	
10	0501	4413	Training	5,000	
10	0501	4414	Travel	400	
Total Human Resources				124,482	-

HR Moved to Internal Services Fund in FY24

COMMUNICATIONS

COMMUNICATIONS				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
Communications					
10	0601	4001	Full Time Regular	105,598	122,222
10	0601	4002	Part Time Regular	-	20,748
10	0601	4006	Other Compensation	1,680	1,680
10	0601	4008	Compensation Adjustments	4,029	6,948
10	0601	4051	Retirement & Taxes	25,174	30,725
10	0601	4053	Insurance	7,200	19,674
10	0601	4105	Membership Dues & Subscriptions		
10	0601	4108	Meetings	240	600
10	0601	4152	Supplies		500
10	0601	4151	Equipment	500	730
10	0601	4257	Communities that Care		10,000
10	0601	4355	Miscellaneous		600
10	0601	4413	Training	450	1,200
10	0601	4414	Travel	600	600
Total Communications				145,471	216,227

PLANNING

PLANNING				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
			Planning		
10	0701	4001	Full Time Regular	234,089	266,926
10	0701	4002	Part Time Regular	-	63,882
10	0701	4006	Other Compensation	1,680	2,040
10	0701	4007	Car Allowance	1,200	1,200
10	0701	4008	Compensation Adjustments	8,872	16,059
10	0701	4051	Retirement & Taxes	53,920	70,670
10	0701	4053	Insurance	55,451	50,364
10	0701	4105	Membership Dues & Subscriptions	1,760	8,253
10	0701	4108	Meetings	500	8,000
10	0701	4301	Contract Services	25,000	-
10	0701	4355	Miscellaneous	5,500	4,800
10	0701	4413	Training	7,575	10,065
10	0701	4414	Travel	4,395	9,640
			Total Planning	399,942	511,900

BUILDING

FUND	ORG	ACCT	DESCRIPTION	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
	Building				
10	0801	4001	Full Time Regular	399,993	353,801
10	0801	4002	Part Time Regular	27,539	-
10	0801	4003	Seasonal Employee	10,816	10,400
10	0801	4006	Other Compensation	3,120	3,120
10	0801	4007	Car Allowance	2,400	2,400
10	0801	4008	Compensation Adjustments	16,623	18,026
10	0801	4051	Retirement & Taxes	101,309	86,438
10	0801	4053	Insurance	64,028	70,103
10	0801	4105	Membership Dues & Subscriptions	3,800	2,760
10	0801	4108	Meetings	2,000	2,720
10	0801	4151	Equipment		2,000
10	0801	4152	Supplies	4,800	6,000
10	0801	4154	Uniforms	800	900
10	0801	4301	Contract Services		20,000
10	0801	4355	Miscellaneous	4,000	4,000
10	0801	4413	Training	9,680	9,800
10	0801	4414	Travel	12,048	10,000
			Total Building	662,957	602,467

POLICE

FUND	ORG	ACCT	DESCRIPTION	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
	Police				
10	0901	4002	Part Time Regular	75,712	42,243
10	0901	4008	Compensation Adjustments	2,499	1,819
10	0901	4051	Retirement & Taxes	5,792	3,232
10	0901	4151	Equipment		2,850
10	0901	4154	Uniforms	3,000	3,000
10	0901	4301	Contract Services	2,443,163	2,868,072
10	0901	4355	Miscellaneous	1,000	1,000
			Total Police	2,531,166	2,922,216

FIRE SERVICES

FIRE SERVICES				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
	Fire Services				
10	1001	4301	Contract Services	1,577,295	1,511,067
			Total Fire Services	1,577,295	1,511,067

LIBRARY

FUND	ORG	ACCT	DESCRIPTION	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
	Library				
10	1101	4002	Part Time Regular	9,464	27,352
10	1101	4008	Compensation Adjustments	313	1,178
10	1101	4051	Retirement & Taxes	724	2,092
10	1101	4105	Membership Dues & Subscriptions		95
10	1101	4108	Meetings		220
10	1101	4151	Equipment		1,825
10	1101	4152	Supplies		1,850
10	1101	4255	Library Grant Operations	11,375	-
10	1101	4257	Programs	22,000	1,100
10	1101	4301	Contract Services	4,500	4,500
10	1101	4355	Miscellaneous		22,000
10	1101	4413	Training		225
10	1101	4414	Travel		320
			Total Library	48,376	62,757

PUBLIC WORKS

PUBLIC WORKS				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET FY 22-23	BUDGET FY 23-24
Public Works Administration					
10	1201	4001	Full Time Regular	170,924	47,900
10	1201	4005	Overtime	7,510	7,185
10	1201	4006	Other Compensation	2,880	1,920
10	1201	4007	Car Allowance	3,600	3,600
10	1201	4008	Compensation Adjustments	6,521	2,373
10	1201	4051	Retirement & Taxes	40,748	11,419
10	1201	4053	Insurance	29,996	9,075
10	1201	4101	Maintenance	10,000	
10	1201	4105	Membership Dues & Subscriptions	21,500	14,900
10	1201	4108	Meetings	2,000	840
10	1201	4151	Equipment	20,000	20,200
10	1201	4152	Supplies	13,000	400
10	1201	4154	Uniforms	1,200	4,100
10	1201	4160	Salt	20,000	
10	1201	4205	Electric Charges	25,000	27,825
10	1201	4301	Contract Services	430,000	79,500
10	1201	4303	Software Maintenance	2,000	1,500
10	1201	4359	Signs	6,000	
10	1201	4365	Trees	25,000	
10	1201	4407	Certification and Testing	1,000	7,000
10	1201	4413	Training	6,050	7,200
10	1201	4414	Travel	5,100	-
Total Public Works Administration				850,030	246,938
Public Works Grounds Maintenance					
10	1202	4001	Full Time Regular		29,677
10	1202	4002	Part Time Regular		6,967
10	1202	4005	Overtime		4,452
10	1202	4006	Other Compensation		1,320
10	1202	4008	Compensation Adjustments		1,770
10	1202	4051	Retirement & Taxes		7,608
10	1202	4053	Insurance		12,391
10	1202	4101	Maintenance		20,000
10	1202	4103	Public Notices		250
10	1202	4105	Memberships		500
10	1202	4108	Meetings		500
10	1202	4151	Equipment		34,840
10	1202	4152	Supplies		19,535

PUBLIC WORKS

PUBLIC WORKS				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET FY 22-23	BUDGET FY 23-24
10	1202	4154	Uniforms		1,285
10	1202	4301	Contract Services		262,850
10	1202	4365	Trees		26,500
10	1202	4407	Certification and Testing		4,500
10	1202	4413	Training		3,000
10	1202	4414	Travel		2,600
Total Public Works Grounds Maintenance				-	440,545
Public Works Administration				850,030	246,938
Public Works Grounds Maintenance				-	440,545
Total Public Works				850,030	687,483

ENGINEERING**ADOPTED
BUDGET
FY 22-23** **PROPOSED
BUDGET
FY 23-24**

FUND	ORG	ACCT	DESCRIPTION	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
			Engineering		
10	1301	4001	Full Time Regular	144,340	108,375
10	1301	4006	Other Compensation	2,640	1,680
10	1301	4007	Car Allowance	3,600	3,600
10	1301	4008	Compensation Adjustments	5,507	5,368
10	1301	4051	Retirement & Taxes	34,411	25,837
10	1301	4053	Insurance	31,031	21,611
10	1301	4105	Membership Dues & Subscriptions	1,450	4,795
10	1301	4108	Meetings	600	500
10	1301	4151	Equipment	2,100	1,500
10	1301	4154	Uniforms	1,200	
10	1301	4301	Contract Services	64,000	31,250
10	1301	4407	Certification and Testing	2,450	1,400
10	1301	4413	Training	2,800	1,450
10	1301	4414	Travel	1,700	2,800
			Total Engineering	297,828	210,166

SANITATION

SANITATION				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
	Sanitation				
10	1401	4301	Contract Services	489,100	541,942
			Total Sanitation	489,100	541,942

PARKS

PARKS				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
			Parks		
10	1501	4001	Full Time Regular	231,324	248,747
10	1501	4002	Part Time Regular	9,250	5,981
10	1501	4003	Seasonal Employee	64,896	74,880
10	1501	4005	Overtime	30,512	30,512
10	1501	4006	Other Compensation	4,800	4,560
10	1501	4008	Compensation Adjustments	11,273	15,804
10	1501	4051	Retirement & Taxes	60,820	65,487
10	1501	4053	Insurance	73,412	57,558
10	1501	4101	Maintenance	86,000	94,800
10	1501	4105	Membership Dues & Subscriptions	500	500
10	1501	4108	Meetings	500	780
10	1501	4151	Equipment	10,000	55,000
10	1501	4152	Supplies	15,000	17,000
10	1501	4154	Uniforms	2,500	1,600
10	1501	4205	Electric Charges	15,000	15,000
10	1501	4208	Miscellaneous Facilities Charges	3,000	4,000
10	1501	4301	Contract Services	-	176,950
10	1501	4355	Miscellaneous		8,000
10	1501	4413	Training	2,050	7,000
10	1501	4414	Travel	2,100	5,000
			Total Parks	622,936	889,159

RECREATION

RECREATION				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
			Recreation		
10	1601	4001	Full Time Regular	150,426	145,371
10	1601	4002	Part Time Regular	16,224	-
10	1601	4003	Seasonal Employee	30,285	31,200
10	1601	4006	Other Compensation	1,440	1,080
10	1601	4008	Compensation Adjustments	5,290	8,545
10	1601	4051	Retirement & Taxes	36,023	37,043
10	1601	4053	Insurance	27,700	35,247
10	1601	4105	Membership Dues & Subscriptions	300	475
10	1601	4108	Meetings	240	360
10	1601	4154	Uniforms	200	300
10	1601	4257	Programs	75,099	116,125
10	1601	4355	Miscellaneous	6,500	6,500
10	1601	4413	Training	700	2,870
10	1601	4414	Travel	800	3,000
			Total Recreation	351,227	388,116

SPECIAL EVENTS

SPECIAL EVENTS				ADOPTED	PROPOSED
FUND	ORG	ACCT	DESCRIPTION	BUDGET	BUDGET
				FY 22-23	FY 23-24
Special Events					
10	1701	4001	Full Time Regular	59,458	55,078
10	1701	4006	Other Compensation	720	720
10	1701	4008	Compensation Adjustments	2,002	2,728
10	1701	4051	Retirement & Taxes	12,506	13,131
10	1701	4053	Insurance	9,600	9,600
10	1701	4105	Membership Dues & Subscriptions	2,000	2,300
10	1701	4108	Meetings		120
10	1701	4109	Special Events	63,500	71,800
10	1701	4151	Equipment	5,500	4,500
10	1701	4301	Contract Services		1,200
10	1701	4304	Marketing		1,200
10	1701	4413	Training	350	200
10	1701	4414	Travel	450	-
Total Special Events				156,086	162,577

NON-DEPARTMENTAL

FUND	ORG	ACCT	DESCRIPTION	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
			Non-Departmental		
10	1801	4110	Postage		2,000
10	1801	4152	Supplies	19,500	17,500
10	1801	4154	Uniforms	7,500	7,500
10	1801	4301	Contract Services	12,000	-
10	1801	4355	Miscellaneous	26,000	-
10	1801	4356	Community Garden	8,450	-
10	1801	4410	Employee Appreciation	8,000	
10	1801	4855	General Fee Waivers	30,000	30,000
10	1801	6049	Transfer to Capital Projects	325,000	1,000,000
10	1801	6052	Transfer to Wastewater Fund		50,000
10	1801	6053	Transfer to Stormwater Fund		51,421
10	1801	6054	Transfer to Transportation Fund	780,000	927,513
10	1801	6061	Transfer to Internal Service Fund	433,001	783,076
			Total Non-Departmental	1,649,451	2,867,010

IMPACT FEES**FUND 23****ADOPTED****PROPOSED****BUDGET****BUDGET****FUND****ORG****ACCT****DESCRIPTION****FY 22-23****FY 23-24**

FUND	ORG	ACCT	DESCRIPTION	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue					
23	2301	3754	Public Safety Impact Fees		
23	2302	3754	Roadway Facilities Impact Fees	600,000	400,000
23	2303	3754	Park Facilities Impact Fees		
23	2304	3754	Storm & Ground Water Facilities Impact Fees	50,000	30,000
23	2302	3501	Roadway Interest	5,000	12,000
			Beginning Fund Balance Appropriation		
			Total Revenue	655,000	442,000
Public Safety Facilities					
23	2301	4301	Contract Services		
23	2301	4651	Capital Expense		
			TOTAL Public Safety Facilities	-	-
Roadway Facilities					
23	2302	4301	Contract Services	205,000	25,000
23	2302	4651	Capital Expense	200,000	130,000
23	2302		Appropriation To Fund Balance		257,000
			TOTAL Roadway Facilities	405,000	412,000
Park Facilities					
23	2303	4301	Contract Services		
23	2303	4651	Capital Expense		
			TOTAL Park Facilities	-	-

IMPACT FEES**FUND 23**

ADOPTED	PROPOSED
BUDGET	BUDGET
FY 22-23	FY 23-24

FUND	ORG	ACCT	DESCRIPTION		
Storm & Ground Water Facilities					
23	2304	4301	Contract Services		
23	2304	4651	Capital Expense	25,000	15,000
23	2304		Appropriation To Fund Balance		15,000
TOTAL Storm & Ground Water Facilities				25,000	30,000
Public Safety Facilities				-	-
Roadway Facilities				405,000	412,000
Park Facilities				-	-
Storm & Ground Water Facilities				25,000	30,000
Total Impact Fees Fund				430,000	442,000
Surplus (Deficit)				225,000	-

CAPITAL PROJECTS

FUND 49

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24
Revenue					
49	4901	5010	Transfer From General Fund	325,000	1,000,000
			Beginning Fund Balance Appropriation	791,250	2,887,500
			Total Revenue	1,116,250	3,887,500
Capital Projects					
49	4901	4301	Contract Services		-
49	4901	4651	Capital Expense	791,250	3,887,500
			TOTAL Capital Projects	791,250	3,887,500
			Surplus (Deficit)	325,000	-

**WATER
FUND 51**

**ADOPTED
BUDGET
FY 22-23** **PROPOSED
BUDGET
FY 23-24**

FUND	ORG	ACCT	DESCRIPTION	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Revenue					
51	5101	3501	Interest income		
51	5101	3602	Utility Service Sales	2,423,000	3,400,000
51	5101	3754	Impact Fees	150,000	150,000
51	5101	3205	Grant Revenue	2,702,174	
51	5101	3803	Connection Fees	90,000	110,000
51	5101	3825	Late Fees	5,000	15,000
51	5101	3704	Bond Proceeds	6,000,000	13,500,000
			Beginning Fund Balance Appropriation	3,444,640	68,368
			Total Revenue	14,814,814	17,243,368
Water Distribution					
51	5101	4001	Full Time Regular	386,125	461,540
51	5101	4002	Part Time Regular	13,148	4,645
51	5101	4003	Seasonal Employee	1,785	2,677
51	5101	4005	Overtime	12,410	12,410
51	5101	4006	Other Compensation	3,840	3,840
51	5101	4007	Car Allowance	4,200	4,200
51	5101	4008	Compensation Adjustments	15,279	23,271
51	5101	4051	Retirement & Taxes	94,863	112,924
51	5101	4053	Insurance	83,956	109,176
51	5101	4101	Maintenance	50,000	85,000
51	5101	4105	Membership Dues & Subscriptions	1,670	2,500
51	5101	4108	Meetings	500	720
51	5101	4151	Equipment	7,000	24,800
51	5101	4152	Supplies	20,000	35,000
51	5101	4154	Uniforms	900	1,800
51	5101	4157	Meters	150,000	150,000
51	5101	4205	Electric Charges	26,000	25,000
51	5101	4301	Contract Services	1,294,950	1,365,000
51	5101	4355	Miscellaneous	100,000	-
51	5101	4407	Certification and Testing	3,000	7,500
51	5101	4413	Training		2,400
51	5101	4414	Travel	3,000	3,000

**WATER
FUND 51**

				ADOPTED	PROPOSED
				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24
51	5101	4651	Capital Expense	11,704,348	13,500,000
51	5101	4802	Principal on Debt	200,000	350,000
51	5101	4803	Interest on Debt	200,000	350,000
51	5101	4805	Service Fees on Debt		
51	5101	4901	Depreciation	200,000	200,000
51	5101		Appropriation of Impact Fees to Fund Balance		150,000
51	5101	6061	Transfer to Internal Service Fund	237,841	255,965
Total Water Distribution				14,814,814	17,243,368
Surplus (Deficit)				0	(0)

**WASTEWATER
FUND 52**

**ADOPTED
BUDGET
FY 22-23**

**PROPOSED
BUDGET
FY 23-24**

FUND	ORG	ACCT	DESCRIPTION	BUDGET FY 22-23	BUDGET FY 23-24
Revenue					
52	5201	3602	Utility Service Sales	1,650,000	2,130,000
52	5201	3754	Impact Fees	175,770	175,000
52	5201	3851	Misc Revenue		
52	5201	3704	Bond Proceeds		1,500,000
52	5201	5010	Transfer From General Fund		50,000
			Beginning Fund Balance Appropriation	116,091	
			Total Revenue	1,941,861	3,855,000
Wastewater Collection					
52	5201	4001	Full Time Regular	282,203	254,247
52	5201	4002	Part Time Regular	4,383	-
52	5201	4003	Seasonal Employee	1,785	892
52	5201	4005	Overtime	5,368	5,368
52	5201	4006	Other Compensation	2,880	2,880
52	5201	4008	Compensation Adjustments	10,971	12,678
52	5201	4051	Retirement & Taxes	67,749	61,812
52	5201	4053	Insurance	61,322	58,976
52	5201	4101	Maintenance	55,500	155,500
52	5201	4105	Membership Dues & Subscriptions	1,500	2,000
52	5201	4108	Meetings		480
52	5201	4151	Equipment	60,000	33,200
52	5201	4152	Supplies	4,000	6,000
52	5201	4154	Uniforms	900	4,100
52	5201	4205	Electric Charges	25,000	20,360
52	5201	4210	Cellular Phone Bills	2,500	
52	5201	4301	Contract Services	825,750	805,750
52	5201	4407	Certification and testing	1,000	7,500
52	5201	4413	Training	2,000	2,400
52	5201	4414	Travel	2,000	2,000
52	5201	4651	Capital Expense		1,500,000
52	5201	4802	Principal on Debt		100,000
52	5201	4803	Interest on Debt		100,000
52	5201	4805	Service Fees on Debt		
52	5201	4901	Depreciation	400,000	400,000
52	5201		Appropriation of Impact Fees to Fund Balance		175,000
52	5201	6061	Transfer to Internal Service Fund	125,050	143,858
			Total Wastewater Collection	1,941,861	3,855,000
			Surplus (Deficit)	0	(0)

STORMWATER**FUND 53****ADOPTED****PROPOSED****BUDGET****BUDGET****FUND****ORG****ACCT****DESCRIPTION****FY 22-23****FY 23-24****Revenue**

53	5301	3602	Utility Service Sales	310,000	350,000
53	5301	5010	Transfer From General Fund		51,421
			Beginning Fund Balance Appropriation	49,220	65,000
			Total Revenue	359,220	466,421

Storm Water Administration & Permitting

53	5301	4001	Full Time Regular	127,816	184,735
53	5301	4003	Seasonal Employee	892	892
53	5301	4005	Overtime	5,500	5,500
53	5301	4006	Other Compensation	360	-
53	5301	4008	Compensation Adjustments	4,906	9,210
53	5301	4051	Retirement & Taxes	30,540	44,618
53	5301	4053	Insurance	20,756	36,701
53	5301	4101	Maintenance	6,350	15,000
53	5301	4103	Public Notices	150	200
53	5301	4105	Membership Dues & Subscriptions	825	1,050
53	5301	4108	Meetings		180
53	5301	4152	Supplies	1,400	2,900
53	5301	4154	Uniforms	300	450
53	5301	4301	Contract Services	85,000	67,500
53	5301	4303	Software Maintenance	1,200	1,500
53	5301	4306	Public Engagement	1,000	1,350
53	5301	4407	Certification and Testing	2,750	3,200
53	5301	4413	Training	1,870	600
53	5301	4414	Travel	3,000	-
53	5301	4651	Capital Expense		-
53	5301	6061	Transfer to Internal Service Fund	59,605	90,835
			Total Storm Water Admin & Permitting	354,220	466,421

STORMWATER**FUND 53**

FUND	ORG	ACCT	DESCRIPTION	ADOPTED BUDGET FY 22-23	PROPOSED BUDGET FY 23-24
Storm Water Maintenance					
53	5302	4101	Maintenance	5,000	-
Total Storm Water Maintenance				5,000	-
Storm Water Admin & Permitting				354,220	466,421
Storm Water Maintenance				5,000	-
Total Storm Water				359,220	466,421
Surplus (Deficit)				0	(0)

TRANSPORTATION**FUND 54****ADOPTED****PROPOSED****BUDGET****BUDGET****FUND****ORG****ACCT****DESCRIPTION****FY 22-23****FY 23-24****Revenue**

54	5401	3757	Utility Transportation Fee		
54	5401	5010	Transfer From General Fund	780,000	927,513
			Beginning Fund Balance Appropriation	68,721	276,500
			Total Revenue	848,721	1,204,013

Transportation

54	5401	4001	Full Time Regular	167,965	138,988
54	5401	4002	Part Time Regular		4,645
54	5401	4005	Overtime		25,445
54	5401	4006	Other Compensation	1,920	2,880
54	5401	4008	Compensation Adjustments	6,408	7,101
54	5401	4051	Retirement & Taxes	40,043	33,897
54	5401	4053	Insurance	30,033	29,579
54	5401	4101	Maintenance	31,000	35,000
54	5401	4105	Membership Dues & Subscriptions		5,500
54	5401	4108	Meetings		180
54	5401	4151	Equipment	88,000	22,900
54	5401	4152	Supplies	1,500	45,000
54	5401	4154	Uniforms	600	950
54	5401	4301	Contract Services	357,500	638,500
54	5401	4413	Training	500	3,400
54	5401	4414	Travel		1,950
54	5401	4651	Capital Expense		-
54	5401	6061	Transfer to Internal Service Fund	123,253	208,098
			TOTAL Transportation	848,721	1,204,013

Surplus (Deficit)**(0)****0**

INTERNAL SERVICE**ADOPTED****PROPOSED****FUND 61****BUDGET****BUDGET**

FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24
Revenue					
61	6101	3807	Sale of Vehicles	30,000	10,000
61	6101	5010	Transfer From General Fund	433,001	783,076
61	6101	5051	Transfer From Water Fund	237,841	255,965
61	6101	5052	Transfer From Wastewater Fund	125,050	143,858
61	6101	5053	Transfer From Storm Water Fund	59,605	90,835
61	6101	5054	Transfer from Transportation Fund	123,253	208,098
61	6101	5025	Transfer from RDA Fund	56,420	62,898
			Beginning Fund Balance Appropriation	60,000	
			Total Revenue	1,125,170	1,554,730
Internal Service Administration					
61	6101	4001	Full Time Regular	20,172	19,935
61	6101	4008	Compensation Adjustments	770	987
61	6101	4051	Retirement & Taxes	4,809	4,752
61	6101	4053	Insurance	3,850	3,025
61	6101	4301	Contract Services	127,250	142,500
			Total Internal Service Administration	156,851	171,200
Facilities					
61	6102	4001	Full Time Regular	13,520	29,677
61	6102	4002	Part Time Regular	18,387	6,967
61	6102	4006	Other Compensation	-	1,320
61	6102	4008	Compensation Adjustments	1,123	1,770
61	6102	4051	Retirement & Taxes	4,630	7,608
61	6102	4053	Insurance	2,400	12,391
61	6102	4101	Maintenance	20,000	46,500
61	6102	4105	Memberships Dues & Subscriptions	5,000	-
61	6102	4107	Lease Payments	72,060	74,222
61	6102	4152	Supplies	15,000	12,400
61	6102	4204	Natural Gas Charges	9,000	13,000
61	6102	4205	Electric Charges	16,000	16,000
61	6102	4206	Telephone & Internet	20,000	24,000
61	6102	4208	Misc Facilities Charges	10,000	4,000
61	6102	4210	Cellular Phone Bills	12,000	14,500
61	6102	4301	Contract Services	30,500	65,118
61	6102	4355	Miscellaneous		2,000
			Total Facilities	249,620	331,473

INTERNAL SERVICE**FUND 61****ADOPTED****PROPOSED****BUDGET****BUDGET****FUND****ORG****ACCT****DESCRIPTION****FY 22-23****FY 23-24****Fleet Management**

61	6103	4101	Maintenance	16,200	27,590
61	6103	4107	Lease Payments	190,900	190,898
61	6103	4151	Equipment	3,000	4,500
61	6103	4301	Contract Services	12,000	12,361
61	6103	4751	Vehicle Replacement	225,000	225,000
61	6103	4759	Vehicle Repairs	15,000	15,000
61	6103	4760	Vehicle Fuel	60,000	67,400
61	6103	4901	Depreciation	54,670	88,920
			Total Fleet Management	576,770	631,669

Information Systems

61	6104	4151	Equipment	250	5,000
61	6104	4301	Contract Services	63,600	77,600
61	6104	4303	Software Maintenance	116,100	112,100
61	6104	4551	Computer Replacement	35,950	36,500
			Total Information Systems	215,900	231,200

Human Resources

61	6105	4001	Full Time Regular		78,957
61	6105	4006	Other Compensation		960
61	6105	4008	Compensation Adjustments		3,911
61	6105	4051	Retirement & Taxes		18,823
61	6105	4053	Insurance		20,367
61	6105	4105	Membership Dues & Subscriptions		750
61	6105	4108	Meetings		120
61	6105	4152	Supplies		100
61	6105	4355	Miscellaneous		37,400
61	6105	4410	Employee Appreciation		15,750
61	6105	4413	Training		8,450
61	6105	4414	Travel		3,600
			Total Human Resources	-	189,188

INTERNAL SERVICE**FUND 61**

INTERNAL SERVICE				ADOPTED	PROPOSED
FUND 61				BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24
			Internal Service Administration	156,851	171,200
			Facilities	249,620	331,473
			Fleet Management	576,770	631,669
			Information Systems	215,900	231,200
			Human Resources	-	189,188
			Total Internal Services	1,199,141	1,554,730
			Surplus (Deficit)	(73,971)	(0)

Changes from 4/26/23 Version to 5/10/23 Tentative Version

General Fund:

Increase Building Permit Revenue	(90,000)	Revenue Increase
Increase Miscellaneous Revenue	(161)	Expense Decrease
Remove Primary Election from Recorder Budget	(15,000)	Expense Decrease
Add Rollover of Youth Council Unspent Budget	4,715	Expense Increase
Change Sheriff Sergeant to Start July 1	100,446	Expense Increase
Total	<u><u>-</u></u>	

Water Fund:

Add Bond Proceeds Revenue	(13,500,000)	Revenue Increase
Decrease Beginning Fund Balance Appropriation	8,750,000	Revenue Decrease
Increase Capital Expense - Water Tank and Water Pipeline Projects	4,750,000	Expense Increase
Total	<u><u>-</u></u>	

Wastewater Fund:

Add Bond Proceeds Revenue	(1,500,000)	Revenue Increase
Decrease Beginning Fund Balance Appropriation	1,150,000	Revenue Decrease
Increase Capital Expense - Sewer System Improvements	350,000	Expense Increase
Total	<u><u>-</u></u>	



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 9.4 Consolidated Fee Schedule

Department: Finance

Presenter: Koby Johnston, Accountant

Background/Discussion:

Utah Code section 10-3-17 authorizes cities to create, amend, and set a fee schedule appropriate for the services rendered by the municipality by way of a resolution. The provided attachment shows recommended changes to Vineyard's current fee schedule to assure our fees are up to date. The specific amendments being considered at this meeting are as follows:

- Add a sixteen-year-old curfew fine - \$75
- Add an eighteen-year-old curfew fine - \$75
- Add a parent liability fine - \$125
- Add a prohibited travel on trails fine - \$40
- Add a leash requirement fine - \$40
- Add a sleeping on public property fine - \$75
- Add a camping prohibited fine - \$75
- Add a unlawful parking fine - \$40
- Add a parking w/snow present fine - \$40
- Add a driving or riding on sidewalk fine - \$40
- Add a hours of operation fine - \$75
- Add a fires and campfires fine - \$125

Add a sanitation replacement can fee - \$50

- Increase the residential plan review fee from 25% to 65% of the building permit fee
- Increase the simple/duplicate plan review fee from 15% to 25% of the building permit fee
- Increase the inspections outside of normal business hours from \$48 to \$75 per hour
- Increase the re-inspection fee from \$48 to \$75 per hour
- Increase the non-specific inspection fee from \$48 to \$75 per hour

The changes would be effective July 1, 2023.



VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Fiscal Impact:

All of the fee amendments included in this update would increase revenues to the General Fund to help support the corresponding services offered by the City, including public safety, sanitation, and building. It is estimated that the building related fee amendments specifically would increase the total building department revenues by roughly 22%.

Recommendation:

The Finance Department recommends accepting all changes as they are presented in the attachment.

Sample Motion:

I move to adopt, by Resolution, the amended Consolidated Fee Schedule as presented.

Attachments:

Resolution 2023-25

Consolidated Fee Schedule – Amended

RESOLUTION NO. 2023-25

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, Section 10-3-717 UCA authorizes cities to establish the amounts of fees to be charged for municipal services to be set by resolution, and

WHEREAS, The City Ordinances, in various locations, provides for the establishment of fee amounts for certain municipal services, by resolution of the City Council.

WHEREAS, a Public Hearing was duly noticed and held on the 24th day of May 2023 on the proposed amendments.

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

- Section 1. The City Council hereby adopts the amended Consolidated Fee Schedule, which is attached hereto and incorporated herein by reference.
- Section 2. A copy of the Consolidated Fee Schedule shall be placed in the Vineyard City Offices and be available for review.
- Section 3. This resolution shall take effect July 1, 2023.
- Section 4. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 24th day of May 2023.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder



Consolidated Fee Schedule 2023-2024 Fiscal Year

Administrative	2
Recreation.....	3
Utilities	5
Sanitation	65
Facilities Rental	6
Special Event Permit.....	7
Code Enforcement Fees.....	8
Business Licensing	98
Land Use Applications	109
Building Permit Fees	121
Building Inspection Fees	13
Impact Fees	143
Pass Through Fees	14
Water Department Fees	154



ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after first 15 minutes (based on lowest paid employee working on the request) Copies \$0.10 per page
Returned Checks	\$10.00
Colored Map Copies – 8 ½ x 11	\$3.00
Black and White Map Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	\$60
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$35
City Offense Fines	Class B misdemeanor— not to exceed \$1000 Class C misdemeanor or infraction— not to exceed \$750
<u>Sixteen-Year-Old Curfew (Class C)</u>	<u>\$75</u>
<u>Eighteen-Year-Old-Curfew (Class C)</u>	<u>\$75</u>
<u>Parent Liability (Class C)</u>	<u>\$125</u>
<u>Prohibited Travel on Trails (Infraction)</u>	<u>\$40</u>
<u>Leash Requirement (Infraction)</u>	<u>\$40</u>
<u>Sleeping on Public Property (Class C)</u>	<u>\$75</u>
<u>Camping Prohibited (Class C)</u>	<u>\$75</u>
<u>Unlawful Parking (Infraction)</u>	<u>\$40</u>
<u>Parking w/Snow Present (Infraction)</u>	<u>\$40</u>



<u>Driving or Riding on Sidewalk (Infraction)</u>	<u>\$40</u>
<u>Hours of Operation (Infraction)</u>	<u>\$75</u>
<u>Fires and Campfires (Class C)</u>	<u>\$125</u>
Annual Overnight Parking Permit Fee (Purchased Jan – June)	\$60
Annual Overnight Parking Permit Fee (Purchased Jul – Dec)	\$30

RECREATION FEES

3v3 Adult Soccer	Team - \$250 Individual - \$50
3v3 Adult Soccer Tournament	Team - \$80 Individual - \$20
3v3 Basketball Tournament	Team - \$80 Individual - \$20
Adult Flag Football	Team - \$500 Individual - \$50
Adult Kickball Tournament	Team - \$150 Individual - \$20
Adult Pickleball	\$50
Adult Soccer	Team - \$500 Individual - \$50
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50
Adult Tennis Tournament	\$50
Adult Volleyball	Team - \$350 Individual - \$50
Adult Ultimate Frisbee	Team - \$350 Individual - \$50



Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100
E-Sports	\$50
Exercise Class	\$50
Pickleball Tournament	Team - \$30 Individual - \$15
Race Registration	5k/10k - \$20 Kids 1k - \$10 Family Rate \$45 per household Group Rate - \$15 per person
Race T-Shirts	\$10
Senior Program	\$50
Spikeball Tournament	Team - \$30 Individual - \$15
Sports Trivia/Fantasy Class	\$50
Toddler Sports Clinic	\$60
Virtual Races	\$25
Youth Arts	\$50
Youth Baseball Clinic	\$50
Youth Basketball Clinic	\$50
Youth Coach Pitch	\$50
Youth Flag Football	\$50
Youth Jr Jazz Basketball	\$100
Youth Kickball	\$50
Youth Machine Pitch	\$70
Youth Pickleball Programs	\$50
Youth Soccer Programs	\$70
Youth T-Ball	\$50
Youth Tennis Clinic	\$50
Youth Ultimate Frisbee	\$50
Youth Volleyball	\$80
Youth Wrestling	\$50



Youth Cross Country	\$70
Youth Golf	\$70
Bingo	\$10
Additional Non-Resident Fee	Team - \$50 Individual - \$10
Late Registration	\$50 – Team \$10 - Individual
Recreation Program Cancellation Fee	Up to 100% of Registration Cost (No Refund of Race Registrations)

UTILITY FEES

Water Base Rate ¾" Meter	\$29.80 first 5,000 gallons
Water Base Rate 1" Meter	\$41.72 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$53.64 first 5,000 gallons
Water Base Rate 2" Meter	\$86.42 first 5,000 gallons
Water Base Rate 3" Meter	\$327.79 first 5,000 gallons
Water Base Rate 4" Meter	\$425.13 first 5,000 gallons
Water Base Rate 6" Meter	\$625.78 first 5,000 gallons
Water Base Rate 8" Meter	\$834.37 first 5,000 gallons
Water Multi-Family Residential Base Rate	\$17.50 per unit
Residential Water Usage Rates: Tier 1 (5,001 – 15,000) Tier 2 (15,001– 30,000+) Tier 3 (30,001 – 50,000) Tier 4 (50,001+)	\$1.95 per 1,000 gallons \$2.23 per 1,000 gallons \$2.75 per 1,000 gallons \$3.03 per 1,000 gallons
Commercial Water Usage Rates: Tier 1 (5,001 – 30,000) Tier 2 (30,001 – 100,000) Tier 3 (100,001+)	\$1.95 per 1,000 gallons \$2.75 per 1,000 gallons \$3.03 per 1,000 gallons
Sewer Base Rate	\$17.94



Sewer Multi-Family Residential Base Rate	\$10 per unit
Sewer Usage Rate	\$3.64 per 1,000 gallons
Transportation Utility	\$3.5 Per ERU
Storm Water Utility	\$5 Per ERU

SANITATION FEES

90-Gallon Residential Can	\$13
Second 90-Gallon Residential Can	\$8
Recycling Can	\$6
<u>Replacement Can</u>	<u>\$50</u>

FACILITIES RENTAL FEES

Council Chambers Rental	\$75 per hour for Resident, \$150 per hour for Non-Resident
Council Chambers Cleaning Deposit	\$75 for Resident, \$150 for Non-Resident
Small Park Pavilion Rental	\$40 for Resident, \$80 for Non-Resident
Small Park Pavilion Cleaning Deposit	\$40 for Resident, \$80 for Non-Resident
Large Park Pavilion Rental	\$75 for Resident, \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75 for Resident, \$150 for Non-Resident
Special Event Rental Deposit	\$300
Multi-Day Special Event Rental Deposit	\$500 per day
Pavilion Rental Cancellation Fee	\$5
4 Hour Field Rental at Gammon Park (Monday—Thursday)	\$300 Deposit + \$75 for Residents, \$150 for Non-Resident or Holiday Reservations
4 Hour Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$100 for Residents, \$200 for Non-Residents or Holiday Reservations
All other parks, Single Soccer 4 Hour Field Rental (Monday – Thursday)	\$300 Deposit +



	\$150 for Residents, \$300 for Non-Resident or Holiday Reservations
All other parks, Single Soccer 4 Hour Field Rental (Weekend)	\$300 Deposit + \$200 for Residents, \$400 for Non-Residents or Holiday reservations
Court Rental	\$25 per hour per court
Pickleball Net Rental	\$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to \$300
Outdoor Basketball Court Rental	\$25 per hour per ½ court
Non-Existing Line Painting – Per Field	1-499 Feet - \$100 500-999 Feet - \$125 1000+ Feet - \$150
Remarking Line Painting – Per Field	1-499 Feet - \$20 500-999 Feet - \$25 1000+ Feet - \$30

SPECIAL EVENT FEES*

Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 participants	\$100
Special Events longer than 6 hours	\$150
Multi-Day Special Events	\$200
Film Permit	\$50
Summer Celebration Food Vendor	\$100 per day
Summer Celebration Vendor Booth	\$100
Boo-A-Palooza Vendor Fee	\$50
Bounce House Deposit	\$100
Onsite Dumpster or Equipment Permit	\$72 per dumpster
Additional Dumpster Reserved	\$174 per 6 yard dumpster



Excess Garbage Pickup	Up to \$600 based on quantity picked up
Extra trash can with bags	\$15 per 5 cans
Personnel (total compensation per employee, per hour, during regular business hours)	Parks Department - \$35 Streets Department - \$35 Special Events Department - \$32
Penalty for operating without a permit	Double the application fee and any damage caused by the special event

*Special event and facility rental fees may be waived at the discretion of city council. See special event code for fee waiver consideration reasons.

CODE ENFORCEMENT FEES

Code Violation Fee (per calendar year from first offense)	1 st Offense - \$100 2 nd Offense - \$200 3 rd (or more) Offense - \$400
Civil Penalty Fee	\$25 minimum to \$1,000 maximum per day, per violation
Civil Penalty Fee- Occupancy Violation	\$100 per day, per violation
Civil Penalty Fee- Home Occupation Operating without License	\$25 per day, per violation
Civil Penalty Fee- Commercial Business Operating without License	\$50 per day, per violation
Code Violation Fee - Interest	20% per annum of total outstanding amounts
Default/Administrative Code Enforcement Hearing Fee	\$100



Animal Defecation without Removal Fine	\$250
Off-Leash Animal Fine	\$250

BUSINESS LICENSING FEES

Home-Based Occupation (exceeds residential impact)	\$50
Home-Based Occupation (does not exceed residential impact)	\$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee \$100 Renewal Fee \$50
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee	\$25 per truck
Retail	\$215
Service Related	\$150
Renewal Fee (all license types except Alcohol and Towing/Parking Enforcement)	\$25
Alcohol and Towing/Parking Enforcement Renewal Fee	Same as Initial Fee
Solicitor License	\$30
Itinerant Merchant	\$50
Itinerant Merchant Refundable Deposit	\$300
Towing/Parking Enforcement Certificate	\$50
Class A- D Beer License	\$400 + Proof of \$5,000 Bond
Class E Beer License	\$400 + Proof of \$10,000 Bond
A or B Liquor License	\$300 + Proof of \$10,000 Bond
Class C Liquor License	\$300 + Proof of \$1,000 Bond
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate



Late Renewal Fee (during renewal grace period)	\$25
Daily penalty fee if license not renewed by end of renewal grace period	Half of the license fee
Penalty Fee for doing business without a Vineyard Business License	Equivalent to the license fee

LAND USE APPLICATION FEES

Development Agreement	\$1,500
Development Agreement Amendment	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot
Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2663 < 10 acres = \$500
Planned Unit Development	\$1000
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663
Site Plan – Non-residential	\$3,756
Site Plan – Non-residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text Amendment	\$1,000
General Plan Map Amendment	\$1000
Land Use Text Amendment	\$1,000



Land Use Map Amendment	\$1000
Lot Line/Property Boundary Line Adjustment	\$300
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Street and Traffic Control Signs	\$350 per post
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Engineering Inspection Fees – Subdivision Related	3% of bid tabulation placed in escrow before construction begins.
Engineering Inspection Fees – Non-Subdivision Related	\$150 per hour, rounded up to nearest hour
Engineering Re-Inspection Fees	\$150 per hour, 2-hour minimum
Street Light Fee	\$10,000 per light
Street Sign Fee	\$300 per sign
Demolition	Up to \$500 plan review fee
Encroachment Permit	\$150 + \$1 per square foot
Jet Truck Work Request	\$190/hour – Minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 + \$150 per hour inspector is onsite past initial hour
Infrastructure Construction	Bond/Escrow account as determined by bid tabulation
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure	\$50
Use of City Barricades for Road Closure	\$300 refundable deposit per set of barricades



Additional plan review required by changes, additions, or revisions to any land use applications	\$65 per hour, half hour minimum
Special Planning Commission Meeting	\$390 per meeting

BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1 to \$1,300	\$48
\$1,301 to \$2,000	\$48 for the first \$1,300; plus \$3 for each additional \$ 100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000



\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$ 5,000,000; plus \$1 for each additional \$1,000 or fraction thereof
Residential Plan Review	25 <u>65</u> % of Building Permit Fee
Commercial Plan Review	65% of Building Permit Fee
<u>Simple</u> /Duplicate Plan Review	15 <u>25</u> % of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES

Inspections outside of normal business hours	\$ 48 <u>75</u> per hour, two-hour minimum
Re-inspection	\$ 48 <u>75</u> per hour
Inspection for which no specific fee is indicated	\$ 48 <u>75</u> per hour, one-hour minimum
Additional plan review required by changes, additions, or revisions to plans,	\$85 per hour, one-hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	Included in Business License Fee
Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction

*Fines doubled for each subsequent infraction



IMPACT FEES

(Impact Fee Area Maps may be found on the City’s Website)

Sewer Facilities Per Equivalent Residential Unit (ERU) ^{1,2}	<ul style="list-style-type: none"> • Area A - \$539 • Area B - \$2,391 • Area C/RDA - \$539
Culinary and Irrigation Water Systems Per ERU ^{1,3}	<ul style="list-style-type: none"> • Area A - \$873 • Area B (RDA) - \$521
Roadway Facilities Per Trip End Unit based on ITE	<ul style="list-style-type: none"> • Area A - \$3,586 • Area B (RDA) - \$1,286
Storm and Ground Water Per ERU ^{1,4}	<ul style="list-style-type: none"> • Area A - \$222 • Area B - \$337 • Area C - \$237

¹ ¾ inch water connection is 1 ERU

² Additional fees may apply to units with more than 5 bathroom equivalent drains

³ Additional fee may apply to certain high water uses (e.g., Car Wash) without water reduction measures in place

⁴ Additional fee may apply to certain sites if above city’s maximum impervious area requirement

PASS THROUGH FEES

Timpanogos Special Service District	Equal to District’s impact fee as dictated by the current Impact Fee Facilities Plan/Schedule.
Orem Water Reclamation	Equal to Orem City’s impact fee as dictated by the current Impact Fee Facilities Plan/Schedule.
Orem Water Rights	Equal to Orem City’s Water Rights as dictated in their up-to-date Consolidated Fee Schedule.

All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.



WATER DEPARTMENT FEES

¾" Water Meter & Connection Fee	\$363
1" Water Meter & Connection Fee	\$495
1½" Water Meter & Connection Fee	\$775
2" Water Meter & Connection Fee	\$1,206
Water Lateral Inspection Fee	\$50
Water Meter Reconnect Fee	\$50
Utility Application Fee	\$20
Fire Hydrant Meter Rental Deposit	\$1625
Fire Hydrant Meter Penalty Fees	1 st missed read = \$50 2 nd missed read = \$100 3 rd missed read = \$200 Any missed reads after the 3 rd month will be penalized \$400 per month until meter is returned
Daily Rate – Fire Hydrant Meter	\$10/100 month
Water Rate – Fire Hydrant Meter	\$2 Per 1,000 gallons of water
Residential Construction Water	\$50 minimum
Non-Residential Construction Water	\$50 minimum
Illegal Connection to Water System	\$1,000 per occurrence



Community Development

Date: April 26, 2023
From: Cache Hancey, Planner & Business Advocate
To: City Council
Item: 9.5 Zoning Text Amendment:
15.34.120 Domestic Livestock and Fowl
Applicant: City-Initiated

BACKGROUND

The proposed ordinance provides greater allowance for domestic fowl (egg laying chickens). The current code limits domestic fowl in lots smaller than 1 acre. This change would permit a range of lot sizes to house domestic fowl. Surrounding cities have a tiered lot size in their allowance for domestic fowl. This zoning text amendment would follow that pattern with a tier as follows:

1. The number of domestic fowl for the purpose of laying eggs that may be kept shall be limited on the size of the lot or parcel as follows:
 1. One acre (43,560) square feet, up to twenty-five (25)
 2. Ten thousand (10,000) square feet, up to six (6)
 3. Nine thousand (9,000) square feet, up to five (5)
 4. Eight thousand (8,000) square feet, up to four (4)
 5. Five thousand (5,000) square feet, up to three (3)

Other requirements in the proposed code would ensure that all domestic fowl are secured in an outdoor enclosed area with proper setbacks and safety measures.

Staff and Planning Commission Recommendation

Staff, along with the Planning Commission, recommend approval of Ordinance 2023-15 as it permits for a wider variety of lots to have chickens with standards in place to minimize impact on surrounding properties. The Planning Commission held a public hearing on the matter on April 5, 2023 in which they recommended approval.

City Council Options

“I move to adopt Ordinance 2023-15”

“I move to adopt Ordinance 2023-15 with the following conditions...”

ATTACHMENTS

- Proposed zoning text amendment

**VINEYARD
ORDINANCE 2023-15**

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY OF VINEYARD UTAH TO MAKE AMENDMENTS TO THE ZONING CODE TO REGULATE THE NUMBER OF DOMESTIC FOWL PERMITTED. THIS ORDINANCE CREATES A TIERED SYSTEM IN WHICH THE NUMBER OF DOMESTIC FOWL PERMITTED IN SINGLE-FAMILY RESIDENTIAL ZONES IS DETERMINED BY THE LOT SIZE.

WHEREAS, in compliance with the Utah State Municipal Land Use, Development, and Management Act (LUDMA), the City established an amendment to the Vineyard Zoning Code Section 15.34.120 Domestic Livestock and Fowl,

WHEREAS, the Vineyard City Zoning Code Amendment provides modifications for the number of domestic fowl permitted based on the square footage of lot sizes,

WHEREAS, the Planning Commission held a public hearing on April 5, 2023, and after fully considering public comment and staff recommendation, recommended approval to the City Council, and,

WHEREAS, the City Council reviewed the amended language within the Vineyard Zoning Code Amendment and held a public hearing on April 26, 2023, and after fully considering public comment, staff and Planning Commission's recommendations,

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Vineyard, Utah, as follows:

SECTION 1:**AMENDMENT** “15.34.120 Domestic Livestock And Fowl” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34.120 Domestic Livestock And Fowl

The keeping of domestic livestock, limited to the domesticated horse (*Equus caballus*), domesticated cattle (*Bos taurus* and *Bos indica*), domesticated sheep (*Ovis aries*), domesticated goat (*Capra hircus*) and domestic fowl, but excluding the keeping of pigs (*Suidae*), shall be allowed subject to the following:

1. The keeping of domestic livestock and fowl may be allowed as a Permitted Use in the A-1, R&A-5 and single-family residential Zoning Districts, subject to the provisions of this Section.

2. No domestic livestock ~~or domestic fowl~~ shall be kept on any lot located in an A-1, R&A-5 and single-family residential Zoning Districts where the lot or parcel size is not less than one acre (43,560 square feet).
3. The number of domestic livestock ~~or fowl~~ that may be kept where the lot or parcel size is not less than one acre shall comply with the following:
 - a. Limited to a maximum of two (2) domestic animals for every 43,560 square feet of lot or parcel size.
 - b. ~~Fowl may be kept on lots equal to, or larger than one (1) acre (43,560 square feet), provided the number of fowl maintained does not exceed twenty-five (25) fowl for each acre.~~
4. The number of domestic fowl for the purpose of laying eggs that may be kept shall be limited on the size of the lot or parcel as follows:
 - a. One acre (43,560) square feet, up to twenty-five (25)
 - b. Ten thousand (10,000) square feet, up to six (6)
 - c. Nine thousand (9,000) square feet, up to five (5)
 - d. Eight thousand (8,000) square feet, up to four (4)
 - e. Five thousand (5,000) square feet, up to three (3)
5. Domestic fowl shall be confined within a secure outdoor enclosed area and are subject to the following conditions.
 - a. The enclosed area shall include a covered, ventilated, and predator-resistant coop.
 - i. The coop shall have a minimum floor area of at least two (2) square feet per domestic fowl.
 - ii. If domestic fowl are not allowed to roam within an enclosed area outside the coop, the coop shall have a minimum floor area of six (6) square feet per domestic fowl.
 - b. The coop shall be located in a rear yard at least twenty (20) feet from any property line, and further than thirty (30) feet to any residential structure located on adjacent lots.
 - i. The coop and enclosed area shall be maintained in a neat and sanitary condition and shall be cleaned as necessary to prevent any odor detectable at a property line.
 - ii. No domestic fowl shall be permitted to roam outside the coop or enclosed area.
 - c. Any feed used for the domestic fowl must be stored and dispensed in a rodent- and predator- proof containers.
 - d. Slaughtering of domestic fowl is prohibited.
 - e. Roosters are prohibited.
6. Domestic livestock, fowl, and other animals, but excluding all Prohibited Animals, may be kept on lots of five (5) acres or larger, and located in the A-1 and R&A-5 Zoning Districts, without restriction on the type or number of domestic livestock or animals kept.
7. Residents who have kept domestic livestock on legal lots smaller than one (1) acre

(43,670,560 square feet) and who have those animals legally on the effective date of this Ordinance shall not be in violation of this Ordinance. However, the number of animals being kept shall not be increased, and the nonconforming use shall be deemed to have ceased when the keeping of domestic animals has been discontinued for a minimum period of one (1) year.

8. No barn, stable, shelter, corral, ~~coop~~, pen, or run in which domestic livestock ~~or fowl~~ are maintained shall be closer than one hundred (100) feet to any residential structure located on adjacent lots.
9. The required minimum side yard and rear yard setbacks for the zone in which a barn, stable, shelter, corral, ~~coop~~, pen, or run is located shall be met, or twenty (20) foot side and rear yard setbacks shall be provided, whichever is greater.
10. All yards, barns, shelters, cages, coops, areas, places, and premises where domestic livestock, animals, or fowl are kept shall be maintained in a clean and sanitary condition so that flies, dust, or odors do not disturb the health of any person or animal or create a nuisance to any adjoining property.
11. All pens, yards, shelters, cages, coops, areas, and premises where animals are held or kept shall be maintained so that no flies, insects, or vermin, rodent harborage, odors, ponded water, the accumulation of manure, garbage or other noxious materials do not disturb health and safety of any person or animal.

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DATE This Ordinance shall be in full force and effect from April 26, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 24, 2023

Agenda Item: 9.6 Election Code

Department: Recorder

Presenter: Pamela Spencer

Background/Discussion:

Because Vineyard will be participating in the Municipal Alternate Voting Methods Pilot Project again this year it has been brought to our attention that we need to amend our Primary Election Code Section 2.14.040 to state that we would not hold a primary election while participating in the Municipal Alternate Voting Methods Pilot Project.

Due to amendments to the Utah State Code, we found that it was necessary to update the Vineyard Municipal Code Section 2.14.080 Campaign Finance Disclosure to match the state code.

This ordinance had been reviewed by City Attorney Jayme Blakesley.

Fiscal Impact:

Savings of approximately \$15,000

Recommendation:

Staff is recommending approval of the amendments to the Vineyard Municipal Election Code Section 2.14.040 Primary Election and Section 2.14.080 Campaign Finance Disclosure.

Sample Motion:

“I move to adopt Ordinance 2023-21 amending Chapter 2.14 as presented.”

Attachments:

Ordinance 2023-21

**VINEYARD
ORDINANCE 2023-21**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING THE
VINEYARD MUNICIPAL CODE SECTION 2.14.040 PRIMARY ELECTIONS AND
SECTION 2.14.110 CAMPAIGN FINANCE DISCLOSURE.**

WHEREAS, the Vineyard City Council has the authority under t Utah Code 10-3 to amend the municipal code; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the city to amend Section 2.14.040 and Section 2.14.110 Campaign Finance Disclosure; and

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

SECTION 1: **AMENDMENT** “2.14.040 Primary Elections” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

2.14.040 Primary Elections

Except for elections conducted while Vineyard participates in the State’s Municipal Alternate Voting Methods Pilot Project, Vineyard shall utilize the primary election procedure established by §20A-9-404 and §20A-1-201.5 Utah Code ~~Code~~ (1953, as amended), as the procedure to establish candidates for municipal offices if the number of candidates for any particular city office exceeds twice the number of individuals needed to fill that office. Vineyard City shall not conduct a primary election for elections conducted while the City participates in the State’s Municipal Alternate Voting Methods Pilot Project.

SECTION 2: **AMENDMENT** “2.14.110 Campaign Finance Disclosure” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

2.14.110 Campaign Finance Disclosure

- A. Deposit of Monetary Contributions. Each Candidate:
1. Shall deposit a monetary contribution in a separate campaign account in a financial institution; and

2. May not deposit or mingle any monetary contributions received into a personal or business account.
- B. Anonymous Contributions. Within thirty (30) days of receiving a contribution that exceeds the anonymous contributions limit, a candidate shall disburse the amount of the anonymous contribution to either:
1. The Utah State Treasurer for deposit into the state's general fund;
 2. The Vineyard City Recorder for deposit into the city's general fund; or
 3. An organization that is exempt from federal income taxation under Section 501(c)(3), Internal Revenue Code.
- C.
1. In a year in which a municipal primary is held, each candidate who will participate in the municipal primary shall file a campaign finance statement with the city recorder no later than seven (7) days before the primary election.
 2. Each candidate for Vineyard City municipal office who is not eliminated at a municipal primary election shall file with the city recorder a campaign finance statement as described in this chapter:
 - a. no later than 28 days before the municipal general election is held;
 - b. no later than seven (7) days before the municipal general election is held; and
 - c. ~~no later than thirty (30) days after the~~ day on which the municipal general election is held.
 3. Each candidate for municipal office, who is eliminated at a municipal primary election shall file with the city recorder a campaign finance statement ~~as described in this chapter:~~
 - a. ~~no later than thirty (30) days after the municipal primary election~~ is held.
 4. If no primary election is held for a race, each candidate who will participate in that race shall file a campaign finance statement with the city recorder no later than:
 - a. 28 days before the day on which the municipal general election is held;
 - b. seven days before the day on which the general election is held; and
 - c. 30 days after the day on which the municipal general election is held.
- D. Each campaign finance statement under Part C.1 shall, ~~except as provided in Part C.2.b:~~
1. Except as provided in Subsection D(2),
 - a. report all of the candidate's ~~and party's~~ itemized and total:
 - (1) campaign contributions, including in-kind and

other
nonmonetary
contributions
, ~~as of the~~
~~close of the~~
~~reporting~~
~~date~~ five days
before the
campaign
finance
statement is
due,
excluding a
contribution
previously
reported ;
and

(2) campaign
expenditures
~~as of the~~
~~close of the~~
~~reporting~~
~~date~~ made up
to and
including
five days
before the
campaign
finance
statement is
due,
excluding an
expenditure
previously
reported; and

b. identify:

(1) for each
contribution,
the amount
of the
contribution
and the name
of the donor,
if known;
and

- (2) the aggregate total of all contributions that individually do not exceed the reporting limit; and
- (3) for each campaign expenditure, the amount of the expenditure and the name of the recipient of the expenditure; or

c. Report

the total amount of all campaign contributions and expenditures if the candidate receives \$500 or less in campaign contributions and spends \$500 or less on the candidate's campaign.

- E. ~~The campaign finance statements for each candidate who receives five hundred dollars (\$500.00) or less in campaign contributions and spends less than five hundred dollars (\$500.00) on the candidate's campaign expenditures shall report the total amount of all campaign contributions and expenditures.~~
- F. ~~Campaign finance statements, which are required to be filed seven (7) days before the municipal primary and the general elections, shall include all contributions received and all expenditures made up to and including five (5) days before the campaign finance statement is due.~~
- G. The city recorder shall, at the time the candidate for municipal office files a declaration of candidacy and again ~~14~~³⁵ days before each municipal general election, notify the candidate in writing of:
 - 1. the provisions of this Section governing the disclosure of campaign contributions and expenditures;
 - 2. the dates when the candidate's campaign finance statement is required to be filed; and
 - 3. the penalties that apply for failure to file a timely campaign finance statement, including the statutory provision that requires removal of the candidate's name from the ballot for failure to file the required campaign finance statement when

required.

H. Notwithstanding any provision of Title 63G, Chapter 2, Government Records Access and Management Act, the city recorder shall:

1. make each campaign finance statement filed by a candidate available for public inspection and copying no later than one business day after the statement is filed; and
2. make the campaign finance statement available for public inspection by:
 - a. posting an electronic copy on the city's website no later than seven business days after the statement is file; and
 - b. verifying that the address of the municipality's website has been provided to the lieutenant governor in order to meet the requirements of Utah Code Subsection 20A-11-103(5); or
 - c. submitting a copy of the statement to the lieutenant governor for posting on the website established by the lieutenant governor under Utah Code Subsection 20A-11-103 no later that two business days after the statement is filed.

I.

1. If a candidate fails to timely file a campaign finance statement ~~before the municipal general election by the deadline specified in~~ required under Sections (C) or (D) ~~Part C.1.a;~~ the city recorder:

a. may send an electronic notice to the candidate that states:

- (1) that the candidate failed to timely file the campaign finance statement; and
- (2) that, if the candidate fails to file the report within 24 hours after the deadline for filing the report, the candidate will be disqualified; and

b. may impose a fine of \$50 on the candidate.

2. The city recorder disqualify a candidate and shall ~~shall~~ inform the appropriate election official that the candidate is disqualified if the candidate fails to file a campaign finance statement described in Section C within 24 hours after the deadline for filing the report.

3. If a candidate is disqualified under Subsection I(2), the election official ~~who:~~

a. shall:

- (1) notify the opposing candidate(s) for the municipal office that the candidate is disqualified;
- (2) send an email notification to each voter who is eligible to vote in the municipal election office race for whom the election official has an email address informing the voter that the candidate is disqualified and that votes cast for the candidate will not be counted;

(3) post notice of the disqualification on the city's website; and

(4) if practicable, remove the candidate's name from the ballot by blacking out the candidate's name before the ballots are delivered to voters;

b. may not count any votes for that candidate.

4. An election official may fulfill the requirements described in Subsection I(3)(c) in relation to a mailed ballot, including a military overseas ballot, by including with the ballot a written notice"

a. informing the voter that the candidate is disqualified; or

b. directing the voter to the city's website to inform the voter whether a candidate on the ballot is disqualified.

J.

a. ~~if removing the candidate's name from the ballot is not practicable, inform the voters by any practicable method that the candidate has been disqualified and that votes cast for the candidate will not be counted; and may not count any votes for that candidate. A candidate for municipal office who is disqualified under H.1 shall file with the municipal clerk or recorder a complete and accurate campaign finance statement within 30 days after the day on which the candidate is disqualified.~~

2.

K. Notwithstanding Part H.1, a candidate who timely files each a campaign finance statement ~~seven days before a municipal general election~~required under Section C is not disqualified if:

1. the statement details accurately and completely the information required under ~~Part Section C.2D~~, except for inadvertent omissions or insignificant errors or inaccuracies; and

2. the omissions, errors, or inaccuracies are corrected in an amended report or in the next scheduled report.

L. A campaign finance statement required under this section is considered filed if it is received in the city recorder's office by 5 p.m. on the date that is it due.

M. In addition to the other penalties established herein, any candidate who fails to comply with the requirements of this section is guilty of an infraction.

N. 1. A private party in interest may bring a civil action in district court to enforce

the provisions of this section.

- 2. In a civil action under Part J.1, the court may award costs and attorney's fees to the prevailing party.

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: EFFECTIVE DATE This Ordinance shall be in full force and effect from May 24, 2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard