



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
January 13, 2021 at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, January 13, 2021 at 6:00 p.m. *This meeting will be held electronically because of the gathering restrictions in force due to the COVID-19 Pandemic. This meeting can be viewed live through Zoom.* Please click on this link <https://zoom.us/j/98724452362?pwd=NUhiaEl4L2VhcExmOUY0aE9TbkFDUT09> or dial 1-301-715-8592 US or 1-253-215-8782 to join the meeting. You can also view the meeting on our [live stream channel](#).

AGENDA

Presiding Mayor Julie Fullmer

WRITTEN DETERMINATION

This meeting will be an electronic meeting according to Vineyard Municipal Code Section 3.08.030.

I, Julie Fulmer, as the Mayor of the Vineyard City, do hereby find and declare as follows:

1. Due to the Emergency conditions which currently exist in the State of Utah, and specifically in Utah County and Vineyard City as a result of the COVID-19 Pandemic and the recent surge in COVID-19 infections across the state and in Utah County, the holding of public meetings with an anchor location as defined in the *Utah Open and Public Meetings Act*, presents a substantial risk to the health and safety of those who may be present at the anchor location; and
2. The risk to those who may be present at an anchor location can be substantially mitigated by holding public meetings of the City Council pursuant to electronic means that allow for public participation via virtual means; and
3. The City has the means and ability to allow virtual participation in the public meetings in accordance with the *Utah Open and Public Meetings Act*;

NOW THEREFORE, BASED UPON THE FOREGOING,

For thirty days from the date of this Order, meetings of the Vineyard City Council shall be conducted by virtual means without an anchor location.

REGULAR SESSION

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

2. 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. Public comments will also be taken through the zoom app by either using the ‘chat’ feature or the ‘raise hand’ feature when prompted.

3. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

4. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

4.1 City Manager Jacob McHargue

5. CONSENT ITEMS

5.1 [Approval of the December 9, 2020 City Council Meeting Minutes](#)

6. MAYOR’S APPOINTMENTS

No names were submitted.

7. DISCUSSION/PRESENTATIONS

No items were submitted

8 BUSINESS ITEMS

8.1 DISCUSSION AND ACTION – [Vineyard Grove Park Design Proposal](#)

(15 minutes)

City Manager Jacob McHargue will present the Vineyard Grove Park Concept Design proposal. The mayor and City Council will take appropriate action.

8.2 DISCUSSION AND ACTION – [Amended Interlocal Agreement with the Utah County Sheriff’s Office \(Resolution 2021-01\)](#)

(15 minutes)

City Manager Jacob McHargue will present an amended Interlocal Agreement with the Utah County Sheriff’s Office. The mayor and City Council will act to adopt (or deny) this request by resolution.

8.3 DISCUSSION AND ACTION – [Amending the Municipal Code Chapter 5.10 Intoxicants Ordinance 2021-01](#)

(15 minutes)

Business Licensing Administrator Kelly Kloeppfer will present recommended amendments to the intoxicants chapter of the business licensing code. The mayor and City Council will act to adopt (or deny) this request by ordinance.

9. CLOSED SESSION

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

- (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](#);

10. ADJOURNMENT

The next regularly scheduled meeting is January 27, 2021.

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: January 12, 2021

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



**MINUTES OF A VINEYARD
CITY COUNCIL MEETING**

This meeting was held electronically through
Zoom with an anchor location at
125 South Main Street, Vineyard, Utah
in the City Council Chambers
December 9, 2020 at 6:01 PM

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Chris Judd

Absent

Councilmember Cristy Welsh

Staff Present: City Manager Jacob McHargue, Assistant Public Works Director Chris Wilson, City Attorney Jayme Blakesley, Community Development Director Morgan Brim, City Planner Briam Amaya Perez, Planning Technician Cache Hancey, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Water/Parks Manager Sullivan Love, City Recorder Pamela Spencer, Human Resource Consultant Albert Foster, Planning Commission Chair Anthony Jenkins, Planning Commissioners Bryce Brady

Other Speaking: Congressman-elect Burgess Owens and Nathaniel Johnson, District Director for Congressman-elect Owens

REGULAR SESSION

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

Mayor Fullmer opened the City Council meeting at 6:01 PM. Councilmember Judd led the Pledge of Allegiance and gave the invocation.

 Mayor Fullmer introduced Congressman-elect Burgess Owens.

Congressman-elect Owens gave a brief outline of why he ran for office and the things he would like to accomplish during his term in office. He said that he would "hustle" for the state of Utah just as he had when he played football. Nathaniel Johnson introduced himself as the District Director for Congressman-elect Owens. Congressman-elect Owens said that he hoped to be a resource for the city. Mayor Fullmer mentioned that the city was facing federal issues and hoped he could help.

Mayor Fullmer asked if the City Council or staff had any questions for Congressman-elect Owens. The councilmembers and staff expressed their gratitude for the congressman-elect's willingness to serve the city. Mayor Fullmer invited Congressman-elect Owens to take a tour of the city.

Mr. Brim asked Congressman-elect Owens about his thoughts on economic development and getting small businesses back on track. Congressman-elect Owens replied that he felt that the middle class was under attack by the government shutting down small businesses and that they needed have conversations about how to make the free market work.

Mayor Fullmer thanked Congressman-elect Owens for attending the meeting.

Congressman-elect Owens said that when the Raiders won football games, it was because they were supportive of each other. He felt that Utah had men who were “all-in” to make sure Utah was a great state.

2. PUBLIC COMMENTS

City Recorder Pamela Spencer read two public comments.

- Resident Alisha Sabin living in the Sleepy Ridge subdivision provided recommendations for amending the Municipal Code
 - Section 10.04.040 Unlawful Parking – suggestion – shortening the time allowed to park recreational vehicles, etc., on the street, from 48 hours to 24 hours.
 - 15.34.100 Parking Requirements of Private Recreational Vehicles in Residential Zoning Districts – suggestions – removing the requirements “screened from front yards” and “located in a detached or attached garage or other accessory building.” Adding that it shall not obstruct a roadway or sidewalk. She suggested that wording could be added that the recreational vehicle shall not be more forward than the most forward portion of the house. She also suggested the wording be changed from “may” to “shall” as to not confuse the public. She said that the city needed to take into consideration safety, how the homes were built in this subdivision before the 2015 code amendment, and private property rights. She felt that the current code was unreasonable and should be amended.
- Resident Tim Blackburn living in the Sleepy Ridge subdivision said that his comments were in response to a group letter (Ms. Sabin’s comments.) He explained that when the Homeowners Association (HOA) was disbanded in The Sleepy Ridge subdivision, the city had promised the residents that any existing city code covering the same items in the HOA would be enforced.

Mayor Fullmer explained that these public comments were referring to trailers that needed to be shielded from the public eye. She said that there had been complaints from residents, about trailers parked in driveways and on the streets. Several of the residents in the Sleepy Ridge subdivision and some of the Waters Edge subdivisions felt that the code was too restrictive and did not allow them to use their property practically. She said that they needed to decide how they wanted to proceed. She clarified that she had received about 30 comments and had asked the group to write one letter (Ms. Sabin’s comments). She also clarified that the comment from Mr. Blackburn was about the Covenants, Conditions, and Restrictions (CC&Rs) in the HOA that were not being met at that time. She said that the city had said that anything that was public in the CC&Rs would be enforced so they were not doubling up on the code.

Mayor Fullmer called for comments from the council.

Councilmember Earnest stated that he was comfortable with the look and feel of unshielded boats and trailers, etc., if they were set back and in line with the home. He mentioned that there was a serious issue with trailers, etc., being stolen in that area. He felt that it was not the city's job to tell people what to do with their private property. Mayor Fullmer suggested having staff research the issue further and come back with options.

Councilmember Judd said that he wanted to hear the Planning Commission's thoughts. Mr. Brim said that he needed to know if the council wanted the residents to file the application or for it to be a city-initiated amendment. There was a discussion about the code timeline. Councilmember Judd asked how often the Planning Commission looked at the code. Mayor Fullmer clarified that someone had made a lot of complaints about the homes and they were now under the code enforcement process. Councilmember Judd felt that it should go through the Planning Commission for a recommendation. Mr. Brim explained that they were constantly updating the zoning ordinance. Mayor Fullmer said that she supported having staff look at the recommendation.

Mayor Fullmer asked if this would stall any code enforcement until the Planning Commission had looked at the code and made recommendations. Mr. Brim suggested that they could put the discussion on the first Planning Commission agenda in January. Councilmember Flake felt that it was reasonable that they suspend the current code enforcement until staff and the Planning Commission had time to review it. Mr. Brim clarified, for the public, that the only code enforcement piece that would be suspended was the screening of the vehicles.

Mr. McHargue mentioned that there were residents in the Lakefront development who had expressed concern with the parking restrictions on 300 West in front of their development.

Mayor Fullmer mentioned that the residents of the Bridgeport subdivision had met with staff about their parking issues and were not in favor of the options that were made available to them. Mr. McHargue said that he had suggested that they could restrict overnight parking, if they chose to do so, until they could come up with a different solution to the problem. He said that there would be additional parking enforcement from the Sheriff's Office, and the city could (if the weather holds) paint the curbs red in front of the fire hydrants.

Mayor Fullmer closed the public comment session.

3. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Mayor Fullmer reported that there was a conversation at the county level in regard to the county's conservation efforts for Bridal Veil Falls. She mentioned that the Utah County Commission was discussing it in their commission meeting today and did not know the outcome. She mentioned that she had posted the management plan by presented by the county's Public Works Department. She gave a brief overview of the plan.

Mayor Fullmer asked for an update about the Utah Department of Transportation's (UDOT) wording changes being sent to Union Pacific Railroad (UPRR) ensuring that the timelines were met so that the city would not be in breach of contract on rail spur removal project. City Attorney Jayme Blakesley explained that he was expecting comments back by Friday. He also explained that, according to the agreement, Vineyard would be responsible for the costs, but UDOT would be doing the construction on the rail spur. He said that the concern was if the timeframes were too compressed and would cause problems for UDOT.

151 Mayor Fullmer reported that the FrontRunner station was on schedule to be completed in August
152 2021. She said that there had been an issue with the Army Corp of Engineers wanting more from
153 UDOT's land bank than originally agreed upon.

154
155 Mayor Fullmer reported that the Center Street Overpass grand opening was scheduled for
156 Saturday, December 19 at 10:00 AM. She said that there would be a ribbon cutting followed by a
157 bike ride or walk with Santa Claus. She said some of the key speakers would be former
158 Councilmember Nathan Riley and former Mayor Randy Farnworth. She mentioned that the
159 grand opening could be viewed live through Facebook.

160 161 162 **4. STAFF, COMMISSION, AND COMMITTEE REPORTS**

163 **4.1**  City Manager Jacob McHargue – Quarterly Budget Report – Mr. McHargue had
164 mentioned earlier that the quarterly report had been given during a meeting in September.
165 He reported that the staff Christmas event had been a success.

166
167 **4.2**  City Planner Briam Amaya Perez – Quarterly Code Enforcement Report -

168
169 Mayor Fullmer turned the time over to Mr. Amaya Perez

170
171 Mr. Amaya Perez presented the council with a spreadsheet showing a breakdown of the code
172 enforcement issues that he had received from August forward, by type and department. He
173 mentioned that they tried to resolve them as quickly as possible. He said that they had received
174 149 unique complaints. He mentioned that complaints tended to slow down in the months of
175 December, January, and February and picked up starting in March. He said that they received
176 complaints about animal control, garbage, lighting, noise, and zoning, etc. He said that the
177 biggest categories were parking, other (parks-related), and weeds. He said that the Planning
178 Department was able to resolve 54 of the complaints and the other departments were law
179 enforcement and parks. He said that 25 of the complaints that they were not able to complete or
180 resolve were because of staffing issues and time constraints. He thanked law enforcement and
181 the Parks Department for their timely manner in following up on the complaints sent to them.

182
183 Mr. Amaya Perez reported that the top five neighborhoods for complaints were Sleepy Ridge, Le
184 Cheminant, Cascade, The Springs, and Vineyard Grove Park.

185
186 Mr. Amaya Perez reported that they were able to address 83 percent of the 149 complaints. He
187 gave a breakdown of the complaints:

188 125 complaints addressed
189 20 became official code enforcement cases
190 8 of the 20 had been resolved
191 12 of the 20 were still in the process of being resolved.

192
193 Mr. Amaya Perez gave a breakdown of the official code enforcement cases. He explained that
194 many of the cases had been resolved through code enforcement letters. He mentioned that the
195 new city attorney had been helpful in the code enforcement process. He added that they were in
196 the process of training the new planning technician to help with code enforcement.

197 198 199 **5. CONSENT ITEMS**

200 **5.1** Approval of the November 11, 2020 City Council Meeting Minutes

201 **5.2** Approval of the November 24, 2020 City Council Special Session

- 5.3 Approval of Resolution 2020-20 Ranked Choice Voting Pilot Project Approval
- 5.4 Approval of the Assemble Contract
- 5.5 Approval of the Aquatic Resource Delineation Contract
- 5.6 Approval of Bike and Skate Park Master Design Plan Services
- 5.7 Approval of the Facil HR Contract

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE CONSENT ITEMS 5.1 THROUGH 5.7. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

6. MAYOR'S APPOINTMENTS

Planning Commission1 vacancy
Mayor Fullmer will reappoint, with the advice and consent of the City Council, Bryce Brady to the Planning Commission.

Mayor Fullmer explained that she wanted to reappoint Bryce Brady to the Planning Commission. She called for comments or a motion.

Motion: COUNCILMEMBER FLAKE MOVED TO CONFIRM THE APPOINTMENT AS NOTED. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

7. DISCUSSION/PRESENTATIONS

No items were submitted.

8. BUSINESS ITEMS

8.1 PUBLIC HEARING – Zoning Text Amendment 15.34.030 Accessory Buildings, 15.12 Establishment of Districts and Zoning Tables and 15.34.150 Home Occupations (Ordinance 2020-16)

(This item was continued from the November 11, 2020 City Council Meeting. A Public hearing was held on this item at the November 11, 2020 City Council meeting and is still open.)

Community Development Director Morgan Brim will present an ordinance which proposes adding provisions allowing accessory structures to be used with approved home occupations, allowing detached accessory structures within established side/front yard areas of a single-family zoned lot and clarifies setback requirements for residential swimming pools. The mayor and City Council will act to adopt (or deny) this request by Ordinance.

Mayor Fullmer asked the council if they had any further concerns with the ordinance.

Mr. Brim gave a brief update on the changes to the front yard parking coverage section of the

code. He said the code now referenced 65 percent for parking coverage regardless if it was a detached or attached garage. He said that he added additional wording to clarify the setbacks.

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 7:09 PM. COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

Mayor Fullmer called for further discussion or a motion.

Councilmember Judd asked if Mr. Brim felt comfortable that the changes met Councilmember Welsh's concerns. Mr. Brim that he had spoken with her before the meeting and she felt comfortable with the changes.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE THE PROPOSED ZONING ORDINANCE 2020-16. COUNCILMEMBER EARNEST SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

8.2 **DISCUSSION AND ACTION – Water System Design Build Out Contract**

Assistant Public Works Director Chris Wilson will present the water system design build out contract with Hansen, Allen & Luce, Inc. The mayor and City Council will take appropriate action.

Mayor Fullmer turned the time over to Assistant Public Works Director Chris Wilson.

Mr. Wilson explained that the city was required, by law, to have a water storage system. He said that staff had been working with Orem City and Central Utah Water to come up with a location for a water storage tank. They had also been looking at how big they needed to build the tank. He said that at build-out they would need anywhere from eight to 10 million gallons of water storage, but they currently only needed about six million gallons. The options that they had looked at were doing a shared storage tank with Orem City or building their own. They found that the Orem site would was not going to give the city the elevations they needed, so they looked at locations in Vineyard. Two of the Vineyard locations were Vineyard Grove Park and the Public Works yard, and they found that the Public Works yard would accommodate the tank. Staff was now ready to have the water master plan updated and to have the water tank, pump station, meter station, and pipeline designed. He said that Hansen, Allen & Luce had presented three tasks to accommodate the city at build-out. He mentioned that not everything would be constructed at this time. He said that staff was requesting that the council approve the contracts that had been prepared by Hansen, Allen & Luce, Inc. He showed a concept of the tank at the location on the Public Works property. He mentioned that six million gallons should last the city between five and 10 years. He felt that they should get what they needed built now and then review the need as development came in.

Mr. McHargue mentioned that the design contract costs were included in the initial cost estimates allocated in the budget. He added that they were working on getting some low-interest water revenue bonds to free up some of the RDA money.

Councilmember Earnest asked if the storage tank was a backup in the event of an emergency. Mr. Wilson explained that the tank was like a bucket to store the water until you needed it. Mr. McHargue said that there were peaks and valleys in how much water the whole city was using and they needed to store the water to even them out.

Councilmember Earnest asked if they could store more water now in anticipation of the city's future needs. Mr. Wilson replied that part of the design was to look at the cost and the expandability of the tank. Mr. McHargue mentioned that they would bring the final figures back to council. Councilmember Earnest asked if the costs presented tonight were just for the design. Mr. McHargue replied that it would also include engineering work throughout the construction process.

Mayor Fullmer called for a motion.

Councilmember Judd expressed concern with the look of the tank because it would be the first thing people saw as they came into the town center on FrontRunner. Mr. Wilson showed an example of other tanks that Hansen, Allen & Luce had designed. There was a discussion about the design.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE CITY STAFF TO CONTRACT WITH HANSEN, ALLEN & LUCE ENGINEERS TO COMPLETE THE THREE ATTACHED TASKS TO COMPLETE THE CULINARY WATER SYSTEM BUILD OUT AS PROPOSED. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

9. CLOSED SESSION

No closed session was held.

10. ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 7:26 PM. COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND JUDD VOTED AYE. COUNCILMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

The next regularly scheduled meeting is January 13, 2020.

MINUTES APPROVED ON: _____

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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 01-13-2021

Agenda Item: 8.1 Grove Park Design Proposal

Department: Finance

Presenter: Jacob McHargue

Background/Discussion: The hill at grove park was not constructed the way the plans required. It has proven to be difficult to maintain and the city staff are unhappy with the look of the hill. We secured a small grant from Utah County to add some recreation features to the hill. We have reached out to Lars Anderson with PEC to do a redesign of the hill and provide the city some options for a better use and more maintenance friendly option for the hill. We met with city staff and Council member Welsh out at the hill to discuss our concerns and request a proposal from PEC to do a redesign.

Fiscal Impact: The cost for this proposed redesign is \$3,480

Recommendation: We recommend that the council approve the proposal and allow PEC to complete a redesign of the hill.

Sample Motion: I make a motion that we approve the proposal and allow PEC to do a redesign of the hill at grove park.

Attachments:

PEC proposal

December 23, 2020

Vineyard City
Attn: Jacob McHargue
125 South Main Street
Vineyard, UT 84059
jacobm@vineyardutah.org

RE: Vineyard City- Grove Park Hillside Concept Plan

Dear Jacob,

Project Engineering Consultants, Ltd. (PEC) is pleased to submit a scope and fee for conceptual design services related to the Hillside in Grove Park located in Vineyard, Utah.

PEC will prepare a conceptual plan with amenities to include: 2 slides (1 for all-abilities), maintainable turf grass on west sides, access paths to the top of hillside, landscape improvements for screening on south side, and conceptual regrading of the slopes to improve maintenance.

No construction documents are included at this time and it is PEC's understanding that this design is preliminary and will be used for planning and budgeting purposes only. No survey, engineering or geotechnical analysis will be completed for the site at this time. Survey data for use in the planning phase to be provided by Vineyard City.

SCOPE OF WORK (CONCEPTUAL PARK DESIGN)

1. Conceptual Design

PEC will prepare a color rendered concept plan and related preliminary cost estimate for the hillside park improvements. A total of two design modifications will be included in the concept plan process.

Summary of Fees for Conceptual Design

Task		Description	Fee
1.	Concept Plan (24 hrs)		\$2,880.00
2.	Cost Estimate (6 hrs)		600.00
Total			\$3,480.00

SCHEDULE

1. Draft Concept Plan for City Review- January 8, 2021
2. Complete revisions for 2nd Review- January 15, 2021
3. Provide cost estimate and colored rendering- January 20, 2021

Proposal Clarifications and Exclusions

The following represent clarifications and exclusions to the PEC proposal:

- Other Necessary and Reasonable Reimbursable Costs will be paid at Cost. This includes excessive printing of drawings and/or reports not specifically identified in this proposal.
- No permitting, agency reviews, or construction documents are included in this proposal.

The project budget for the scope as outlined above is a hourly, not to exceed estimate of **\$3,480.00**. If additional meetings, analysis, design, or work that is outside this scope become necessary, at the client's written direction the work will be performed on a time and expenses basis based on our current fee schedule. This includes additional negotiations and all other procedures not specifically outlined within this scope as requested by the client.

PEC looks forward to participating in this project. Our workload is such that we can begin immediately upon acceptance and written approval of this proposal. Please call us if you have any questions or comments concerning this proposed scope of work.

Respectfully,
Project Engineering Consultants, Ltd.



Lars Anderson, PLA
Principal

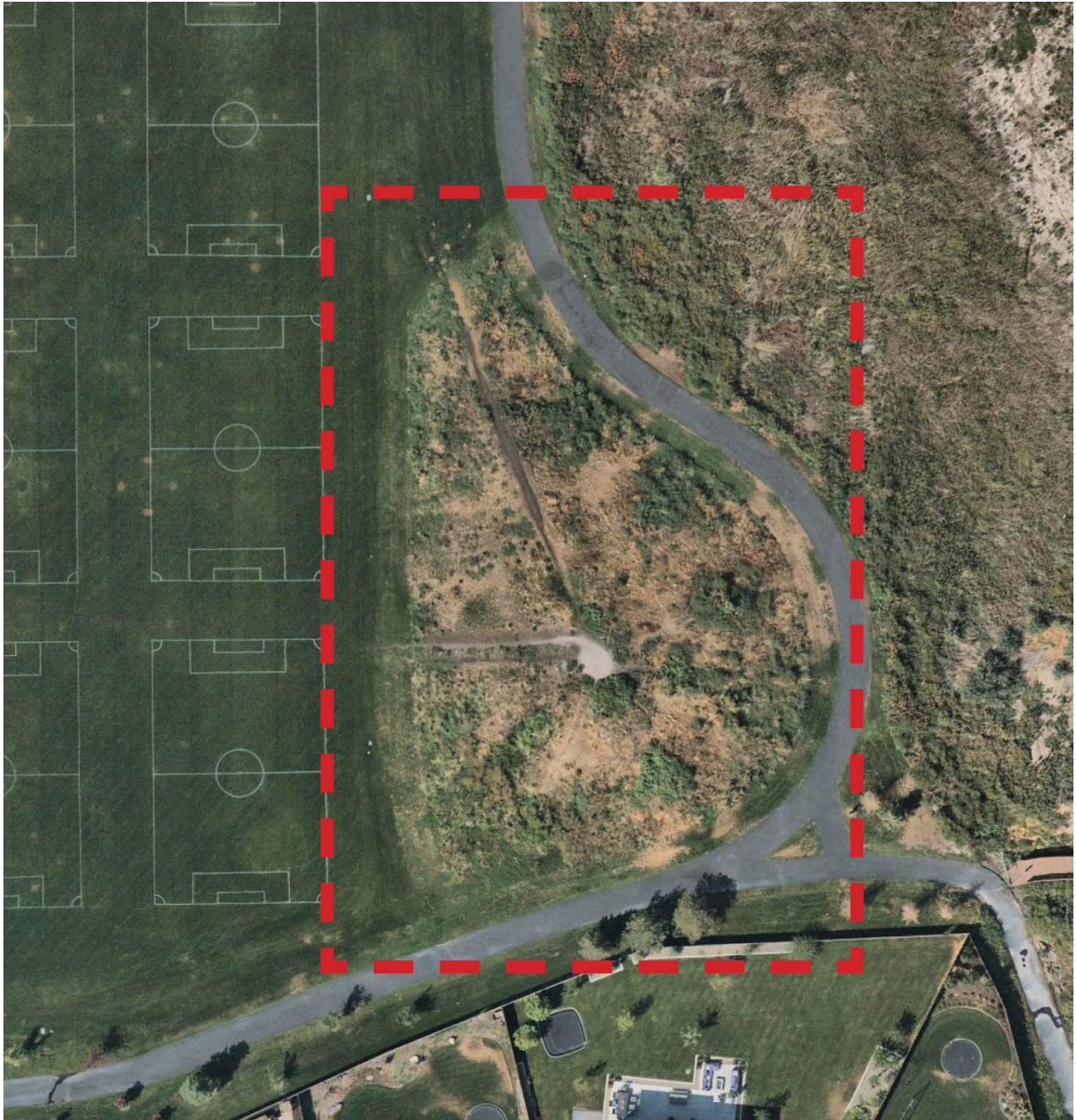


Figure 1. Project Area



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 01-13-2021

Agenda Item: 8.2 Interlocal agreement with Utah County for law enforcement services

Department: Finance

Presenter: Jacob McHargue

Background/Discussion: Vineyard city has contracted with the Utah County Sheriff's office for law enforcement services. We currently have 10 Sworn deputies serving in the city. We have 7 patrol deputies, 1 school resource officer, 1 detective, and 1 sergeant. We also have a part time office specialist serving at the city offices. Utah county has been working to standardize their interlocal agreements with each of the cities that they contract with. This agreement is a standard agreement that has an initial term of 4 years and then provides for one renewal period to extend an additional 4 years to expire June 30,2029.

Fiscal Impact: This agreement matches the current costs that are attached to this staff report. There is also a 4% annual increase added to this contract.

Recommendation: We recommend that the council approve resolution 2021-01 and allow the mayor to sign the contract with Utah County.

Sample Motion: I make a motion that we adopt resolution 2021-01 and approve the interlocal agreement with Utah County.

Attachments:

Interlocal Agreement
2021 Cost breakdown

RESOLUTION NO. 2021-01

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, safety, and welfare of its residents has negotiated an agreement with the Utah County to appoint the Utah County Sheriff and his deputies as the Police Force for the 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 Interlocal Cooperative Agreement with the City of Vineyard for Law Enforcement Services, in the form attached hereto as Exhibit A.

2. This resolution shall take effect upon passing.

Passed and dated this 13th day of January, 2021.

Mayor

Attest:

City Recorder

AGREEMENT NO. 2020- 1075

**INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF VINEYARD
FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this 16th day of December, 2020, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and THE CITY OF VINEYARD, a political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

WHEREAS, the parties to this AGREEMENT are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

WHEREAS, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement

officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

WHEREAS, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration, and personnel, to handle the needs of the CITY; and

WHEREAS, the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement shall commence January 1, 2021 and terminate June 30, 2025. This AGREEMENT shall automatically renew for a four year term terminating June 30, 2029 pursuant to the terms stated herein, unless either party notifies the other in writing that it does not intend to renew at least one year prior to the end of the initial term.

The prior agreement between the parties for law enforcement services, Agreement 2020-9 dated January 2, 2018 will terminate effective at midnight December 31, 2020 upon the execution of this agreement by the parties.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The COUNTY and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by CITY at reasonable times. All records created or received by the COUNTY in the performance of this AGREEMENT shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this AGREEMENT, provided however, that the CITY will furnish suitable office space for the use of County deputy sheriffs and office specialists assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs and COUNTY office specialists are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES.

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to

the CITY by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be police officers of the CITY pursuant to Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and renewal terms of this AGREEMENT.

COUNTY currently provides CITY the equivalent of 10 full-time deputies plus staff to provide law enforcement services to CITY as indicated on the attached staffing plan. The staffing plan shall provide sufficient personnel, including but not limited to supervisors, deputies, detectives, school resource officers and office staff, to ensure the needs of the CITY and its residents are being met and the personnel are able to carry out their duties in a safe and efficient manner. COUNTY will provide personnel per the staffing plan (Collectively referred to hereafter as "Deputy Services"). COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

During the initial and renewal terms, at the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide additional personnel as requested by CITY ("Additional Deputy Services") and the staffing plan amended accordingly as provided in Section 11 below. COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

Section 4. MANNER OF FINANCING.

Prior to the commencement of the initial, and renewal terms, COUNTY shall document and verify the cost of Deputy Services including but not limited to salary, benefits, overtime, equipment, overhead, and other associated costs, hereinafter the “Cost”, and provide the same to CITY. The Cost shall not include the insurance reimbursement stated in Section 9, overtime, and on-call which are calculated and paid separately.

COUNTY agrees to notify CITY of the Cost by May 1st, for the renewal term commencing July 1st. The Cost established at the beginning of the initial and renewal terms shall automatically increase 4% per year on July 1st of each contract year. COUNTY will bill CITY monthly for the Cost. Within 30 days of billing from COUNTY, the CITY shall pay the Cost to the COUNTY. Any billing amounts which remain unpaid in full more than 30 days from billing shall bear interest at 12 percent per annum until paid in full.

The cost of Additional Deputy Services added during the initial or renewal terms shall be fixed at the time the Additional Deputy Services are provided and the Cost of the Deputy Services increased accordingly. The increased cost of the Deputy Services shall then be used to determine the yearly automatic increase.

Additional law enforcement expenses incurred by COUNTY as a result of federal or state statute or regulation will be added to the Cost of the Deputy Services which shall be increased accordingly.

COUNTY shall attempt to limit overtime costs; however, COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs

for any month will exceed 7% of the Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month if requested by CITY.

Section 5. TERMINATION.

A. Voluntary. Either party shall have the right at any time after the effective date of this AGREEMENT to terminate this AGREEMENT without cause by giving the other party one year's notice in writing by registered mail, return receipt requested. If notice is given, this AGREEMENT shall terminate upon the expiration of one year from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this AGREEMENT shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

B. Breach. In the event that either party hereto shall deem the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall notify the other in writing of such claimed breach. The alleged breaching party shall have fifteen (15) days in which to commence all actions necessary to cure the alleged breach and shall notify the complaining party in writing of the actions taken to cure the alleged breach. In the event the actions reasonably necessary to cure the alleged breach are not commenced in a timely manner, the complaining party may terminate this Agreement.

Section 6. SUPPLIES AND EQUIPMENT

COUNTY and/or CITY may provide such office equipment (telephones, desks, chairs, etc.) and supplies as they deem necessary or desirable for the office specialists. Office equipment provided by either party to this AGREEMENT shall remain the property of the party providing the office equipment.

COUNTY agrees to purchase the necessary equipment for Deputy and Additional Deputy Services funded by CITY, including but not limited to vehicles, radios, and computers. As part of the Cost established by this AGREEMENT, CITY will repay the initial costs of the above equipment at the established depreciation terms for each item as established in the yearly budget. Large equipment items, such as vehicles and computers shall remain assigned to the CITY, regardless of personnel changes. At the end of the depreciation period for CITY assigned equipment, or such longer period memorialized in writing by the Sheriff and CITY, COUNTY shall sell at auction the equipment pursuant to COUNTY'S policies and procedures. The revenue generated by said sales will be paid to the CITY within 30 days of receipt of said revenue. Should COUNTY desire to retain any CITY assigned equipment after the established depreciation period, COUNTY shall pay CITY the fair market value of said equipment. For existing equipment already assigned to CITY and in service under the prior agreement, CITY's payments under the prior agreement satisfy the depreciation of the equipment as of July 1, 2020.

Upon termination of the AGREEMENT for any reason prior to the end of the initial or renewal term, the equipment shall be disposed of in the following order:

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- a. Fully depreciated equipment shall be transferred to CITY.
- b. COUNTY shall transfer to CITY any partially depreciated equipment upon CITY's payment of the remaining depreciation of the equipment to COUNTY.
- c. COUNTY may retain any remaining equipment by paying CITY the lesser of the fair market value of the equipment as of the date of termination or the depreciation of the equipment paid by CITY to COUNTY during the initial or renewal term of this AGREEMENT.
- d. Any remaining partially depreciated equipment shall be sold at auction by COUNTY pursuant to COUNTY's policies and procedures. The proceeds of the sale of the equipment shall be divided by the parties based on the percentage of paid depreciation (CITY percentage - paid depreciation divided by total depreciation times sale price) and unpaid depreciation (COUNTY percentage - unpaid depreciation divided by total depreciation times sale price) after deducting the reasonable costs of sale from the sale price.
- e. Any equipment which has not been depreciated and for which CITY has paid as part of the Cost, shall become CITY equipment upon termination of the AGREEMENT.

Section 7. REFERENCE TO JUSTICE COURT.

Subject to prosecutor discretion, County shall prosecute class B and class C misdemeanor citations and complaints and egregious CITY criminal ordinance violators arising in CITY which CITY refers to the Utah County Justice Court in Provo, Utah until such time as CITY provides or arranges for an alternative CITY prosecutor or refers CITY citations and complaints to another justice court. COUNTY shall have no obligation to prosecute the above CITY misdemeanors or criminal ordinances if prosecution conflicts with the Rules of Professional

Responsibility, statutory county attorney duties and obligations, any other rule, law, or regulation applicable to county attorneys or the practice of law, or is contrary to the exercise of prosecutorial discretion.

Section 8. INDEMNIFICATION.

Each party shall indemnify and save harmless the other, its officers, volunteers, agents and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of a party's acts or omissions related in any manner to the performance of this AGREEMENT by either party. A party shall not indemnify the other for intentional torts committed by the other's officers, volunteers, agents, or employees. No third party is intended by the parties to be benefitted by the indemnification or any other provision of this AGREEMENT. Nothing contained herein shall be interpreted as a waiver by COUNTY or CITY of the protections and immunities contained in the Governmental Immunity Act of Utah, UCA 63G-7-101 et. seq, or a successor statute, including the liability limits contained therein.

Section 9. INSURANCE

The parties shall carry commercial general liability insurance in the minimum amount of the liability limits stated in the Governmental Immunity Act of Utah, UCA 63G-7-101 et. seq., or a successor statute, to insure against loss or liability arising out of a party's performance of this AGREEMENT. In exchange for the mutual indemnification above, COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this AGREEMENT on a reimbursement basis, CITY

shall pay COUNTY \$1,176.47 per deputy per year or such greater amount for the increase to COUNTY'S insurance premium related to providing law enforcement services to CITY to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY arising out of either party's performance under this AGREEMENT, each party shall maintain their own defense in any action in which they are a party.

Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the CITY Recorder, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

Section 12. SEVERABILITY.

If any term or provision of this AGREEMENT or the application thereof shall to any extent be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted

by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this AGREEMENT unenforceable.

Section 13. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 14. PRIOR AGREEMENTS

This is the entire AGREEMENT between the parties. From the commencement of services under this AGREEMENT, all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY are terminated, superseded, and replaced. However, services rendered under the prior agreement are governed by and subject to the terms and conditions of the prior agreement until the commencement of services under this AGREEMENT. The parties hereto waive and disclaim any interest in prosecution costs and the citation credit from prior agreements.

UTAH COUNTY

Authorized and passed on the 16th day of December, 2020.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

DocuSigned by:

Tanner Dinger

B5F901465FEC43D...
Commissioner

12

ATTEST:
AMELIA POWERS GARDNER
Utah County Clerk/Auditor

By:  _____
DocuSigned by:
2937075D91C74DB...
Deputy

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:
DAVID O. LEAVITT
Utah County Attorney

By:  _____
DocuSigned by:
983326AFD73F48B...
Deputy Utah County Attorney

CITY OF VINEYARD

Authorized and passed on the _____ day of _____, 2021.

Mayor

ATTEST: _____
CITY RECORDER

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY



UTAH COUNTY SHERIFF'S OFFICE

SHERIFF

MICHAEL L. SMITH

Staffing Plan for Vineyard City 2021

Patrol Sergeant, Full-time	1
Patrol Deputy, Full-time	7
School Resource, Full-time	1
1000 Hr Office Specialist II	1
Detective	1



UTAH COUNTY SHERIFF'S OFFICE

SHERIFF

MICHAEL L. SMITH

Staffing Plan for Vineyard City 2021

Patrol Sergeant, Full-time	\$163,063 x 1 = \$ 163,063
Patrol Deputy, Full-time	\$147,966 x 7 = \$ 1,035,762
School Resource, Full-time	\$147,966 x 1 = \$ 147,966
1000 Hr Office Specialist II	\$30,000 x 1 = \$ 30,000
Detective	\$149,479 x 1 = \$149,479
Sub Total Staffing	\$ 1,526,270
Overtime	40,000
Detective Overtime	5,000
Detective On-Call	3,643
Insurance Per Contract (\$1,176.47 x 10)	11,765
Total	\$ 1,586,678



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: January 13, 2021

Agenda Item: 8.3 Amending the Municipal Code Chapter 5.10 Intoxicants

Department: Business Licensing

Presenter: Kelly Kloepper, Business License Administrator

Background/Discussion:

5.10.030 Retail Licenses – Because of the 2009 change in state law eliminating the requirement for private club membership at a club in order to purchase liquor, I updated the wording in this Section to change “private club” to “bar.”

5.10.140 Restrictions - Because of a change in state law, the DABC no longer sets the hours for the sale of beer in original containers for off-premise consumption, and leaves that to the municipalities to regulate.

This was brought to our attention by the licensing department of Maverik, Inc. Maverik is currently Vineyard’s only alcohol licensee. In setting the hours for the Class A Beer License, I kept the hours during which Maverik has been selling beer (between 6:00 am and 1:00 am).

I also added the state-mandated hours for the other alcohol license types for the sake of symmetry and clarity.

Fiscal Impact:

Staff does not foresee any fiscal impact because of these changes.

Recommendation:

The Business Licensing Department recommends approval of the Municipal Code changes as presented.

Sample Motion:

I move to adopt Ordinance 2021-01 amending Municipal Code Chapter 5.10 Intoxicants, as presented.

Attachments:

Ordinance 2021-01

**VINEYARD
ORDINANCE 2021-01**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING THE
VINEYARD MUNICIPAL CODE TITLE 5 BUSINESS LICENSING, CHAPTER 5.10
INTOXICANTS**

WHEREAS, The Vineyard City Council under the authority of 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 Chapter 5.10 Intoxicants; and

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

SECTION 1: **AMENDMENT** “5.10.030 Retail Licenses” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

5.10.030 Retail Licenses

Retail licenses issued here-under shall be of the following three kinds and shall carry the following privileges and be known as class "A," class "B," and class "C", and "D" Temporary seasonal licenses". class “E”, class “A liquor license for private clubs”, class “B liquor license for restaurants” and class C liquor temporary event license.”

- A. Class "A" retail licenses issued here-under shall entitle the licensee to sell beer on the premises licensed in original containers for consumption off the premises in accordance with the Utah Alcoholic Beverage Control Act and the ordinances of this municipality.
- B. Class "B" retail licenses shall entitle the licensee to sell beer in the original containers on the premises for consumption on or off the premises in accordance with the Utah Alcoholic Beverage Control Act and the ordinances of this municipality.
- C. Class "C" licenses for retail shall entitle the licensee to sell draft beer for consumption on the premises and to sell beer in accordance with the Utah Alcoholic Beverage Control Act and the ordinances of this municipality.
- D. Class “D” "Temporary Seasonal beer licenses" of any class by be issued for a period of time not to exceed one year which period shall be determined by the governing body.
- E. Class “E ~~Private Club~~Bar beer license”. Shall entitle the licensee to sell beer for consumption on the premises of a ~~private club~~bar licensed for the sale of liquor by the State of Utah pursuant to Utah Code 32B-6-401 et seq.
- F. Class “A Liquor License for ~~Private Clubs~~Bars” This license shall permit the sale of liquor in a ~~private club~~bar licensed for such sale by the State of Utah pursuant to Utah

Code 32B-6-401 et seq. and licensed by the City pursuant to Utah Code 11-10-1.

- G. Class "B Liquor License for Restaurants." This license shall permit the sale of liquor in a restaurant licensed for such sale by the State of Utah pursuant to Utah Code 32B-6-1 or 2 and licensed by the City pursuant to Utah Code 11-10-1.
- H. Class "C Temporary Liquor License." This license shall permit the sale of liquor at a single temporary event and location when licensed for such sale by the State of Utah pursuant to Utah Code 32B-303 and licensed by the City pursuant to Utah Code 11-10-1.

SECTION 2: **AMENDMENT** "5.10.140 Restrictions" of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

5.10.140 Restrictions

- A. It is unlawful for any person to sell beer or liquor at any public dance or to any person intoxicated, or under the influence of any intoxicating beverage.
- B. No license shall be granted to sell beer or liquor in any dance hall, theater, or within school 600 feet of a public or private school, church, library, public playground or public park, as measured from the nearest entrance of the licensed premises by following the shortest route of ordinary pedestrian travel to the property boundary of the public or private school, church, library, public playground or public park; or within 200 feet of a public or private school, church, library, public playground or public park, measured in a straight line from the nearest entrance of the licensed premises to the nearest property boundary of the public or private school, church, library, public playground or public park unless granted a variance pursuant to Utah Code 32B-1-202.
- C. It shall be unlawful to sell beer or liquor to any person under the age of 21, or to sell beer or liquor for consumption on the premises unless so licensed.
- D. It shall be unlawful for a holder of a license that allows the on-premise consumption of beer to sell or otherwise furnish or dispose of beer, or allow it to be drunk or consumed on the premises or to allow beer out of original containers to remain on the licensed premises, whether or not open to the public, after the closing hour of 1:00 a.m. and before 10:00 a.m. of any day.
- E. Any person having a Class "B", "C", "D", or "E" beer license, or his agents or employees, shall remove or cause to be removed from the licensed premises all patrons, customers or individuals not employed on the premises by the time above stated in D.
- F. It shall be unlawful for any person having a Class "B", "C", "D", or "E" beer license or for his agents or employees to permit any patron, customer or individual not employed on the premises to remain on such premises after the closing time above provided; provided however, no licensed premises may employ more than two persons on the premises after the closing hour without the permission of the chief of police or the

mayor.

- G. Licensed premises shall be kept brightly illuminated at all times while it is occupied or open for business, and no booth, or kind of stall shall be maintained unless all tables, chairs and occupants are kept open to full view from the main floor and the entrance of such licensed premises. It shall be unlawful to advertise the sale of beer or liquor except under such regulations as are made by the Alcoholic Beverage Control Commission of Utah, provided that a simple designation of the fact that beer or liquor is sold under City license may be placed in or upon the window or front of the licensed premises.
- H. It shall be unlawful for any person to sell beer or liquor except in the manner for which he has been so licensed pursuant to the provisions of this section.
- I. It shall be unlawful to keep or maintain a nuisance as defined in this section.-
- J. It shall be unlawful for any Class "A" retail beer licensee or its employees to sell, offer for sale, or furnish beer at the licensed premises from 1:00 a.m. to 6:00 a.m.
- K. It shall be unlawful for any Class "B" retail beer licensee or its employees to sell, offer for sale, or furnish beer at the licensed premises from 1:00 a.m. to 10:00 a.m.
- L. It shall be unlawful for any Class "C" retail beer licensee or its employees to sell, offer for sale, or furnish beer at the licensed premises from 1:00 a.m. to 10:00 a.m.
- M. It shall be unlawful for any Class "D" temporary seasonal beer licensee or its employees to sell, offer for sale, or furnish beer from 1:00 a.m. to 10:00 a.m.
- N. It shall be unlawful for any Class "E" bar beer licensee or its employees to sell, offer for sale, or furnish beer at the licensed premises from 1:00 a.m. to 10:00 a.m.
- O. It shall be unlawful for any Class "A" liquor licensee or its employees to sell, offer for sale, or furnish liquor at the licensed premises from 1:00 a.m. to 10:00 a.m.
- P. It shall be unlawful for any Class "B" liquor licensee or its employees to sell, offer for sale, or furnish liquor at the licensed premises from 12:00 a.m. to 11:30 a.m.
- Q. It shall be unlawful for any Class "C" liquor licensee or its employees to sell, offer for sale, or furnish liquor at the licensed premises from 1:00 a.m. to 10:00 a.m.

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 January 13, 2021 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder
Vineyard