



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
March 24, 2021 at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, March 24, 2021 at 6:00 p.m. at **City Hall, 125 South Main Street, Vineyard, Utah.** You can also view the meeting on our [live stream channel](#).

AGENDA

Presiding Mayor Julie Fullmer

REGULAR SESSION

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

2. WORK SESSION

2.1 The City Council and Staff will discuss the future of Gammon Park and the Robins Property.

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

4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

5.1 City Manager Jacob McHargue

5.2 Planning Commission Chair Bryce Brady

6. CONSENT ITEMS

6.1 [Approval of the February 10, 2021 City Council Meeting Minutes](#)

6.2 [Approval of Costs to Install a Barrier on the Center Street Overpass](#)

7. MAYOR'S APPOINTMENTS

No names were submitted.

8. DISCUSSION/PRESENTATIONS

No items were submitted.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Special Event Permit – Jive Dance Performance

(15mintues)

City Manager Jacob McHargue will present options for holding a special event at Grove Park. The mayor and City Council will take appropriate action.

9.2 DISCUSSION AND ACTION – ILA with Utah County for Election Services (Resolution 2021-04)

(15mintues)

City Recorder Pamela Spencer is requesting approval to allow the mayor to sign an interlocal agreement with Utah County to help run the city's 2021 Municipal Elections. The mayor and city council will act to adopt (or deny) this request by resolution.

9.3 DISCUSSION AND ACTION – Water Right Purchase and Exchange Agreement with CUWCD (Resolution 2021-05)

(15mintues)

Water Manager Sullivan Love will present an interlocal agreement with Central Utah Water Conservancy District for the purchase and exchange of water rights. The mayor and City Council will act to adopt (or deny) this request by resolution.

10. TRAINING

10.1 Open and Public Meetings and Municipal Officers' and Employees' Ethics Act Training

City Attorney Jayme Blakesley will present annual training on Open and Public Meeting procedures and requirements. This training is provided annually pursuant to Section 52-4-104 of the Utah State Code. This will also include Municipal Officers' and Employees' Ethics Act training. The City Council as well as members of the Planning and Bicycle Commissions will attend this training.

11. 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](#);

12. ADJOURNMENT

The next regularly scheduled meeting is April 14, 2021.

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: March 23, 2021

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



MINUTES OF A VINEYARD CITY COUNCIL MEETING

This meeting was held electronically, via Zoom,
due to the COVID-19 gathering restrictions
February 10, 2021 at 6:00 PM

Present

Councilmember Tyce Flake
Councilmember Chris Judd
Councilmember Cristy Welsh

Absent

Mayor Julie Fullmer
Councilmember John Earnest

Staff Present: City Manager Jacob McHargue, Assistant Finance Director/Treasurer Mariah Hill, Engineer/Public Works Director Don Overson, City Attorney Jayme Blakesley, Community Development Director Morgan Brim, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Building Official George Reid, Water Manager Sullivan Love, Deputy Recorder Kelly Kloepfer, Planning Commission Chair Bryce Brady and Planning Commissioner Anthony Jenkins

Others Speaking: Residents David Lauret, Alisha Sabin, Emily Vance, Melanie Nickle, Jammie Hawkins, Brett Hooper, and Rob Mooney

REGULAR SESSION

1. CALL TO ORDER/INVOCATION

Deputy Recorder Kelly Kloepfer opened the meeting at 6:00 PM. Due to Mayor Fullmer's absence, she called for a nomination to appoint a mayor pro tempore.

Nomination: COUNCILMEMBER JUDD NOMINATED COUNCILMEMBER FLAKE AS MAYOR PRO TEMPORE. COUNCILMEMBER WELSH SECONDED THE NOMINATION. ROLL CALL WENT AS FOLLOWS: COUNCILMEMBERS FLAKE, JUDD, AND WELSH VOTED AYE. COUNCILMEMBER EARNEST WAS ABSENT. THE NOMINATION WAS UNANIMOUS WITH ONE ABSENT.

Ms. Kloepfer turned the time over to Mayor Pro Tempore Flake.

2. WRITTEN DETERMINATION/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

Mayor Pro Tempore Flake read the letter of determination for electronic meetings signed by Mayor Fullmer. Councilmember Welsh gave the invocation and Councilmember Judd led the Pledge of Allegiance.

3. PUBLIC COMMENTS

Mayor Pro Tempore Flake called for public comments. Hearing none, he closed the public session.

48 **4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

49
50 Councilmember Welsh expressed concern about the current Senate Bill 61 Outdoor Advertising
51 Amendments. She felt it was the state government overreaching. Mayor Pro Tempore Flake
52 added that the bill in question had been referred to the committee and that the sponsor was
53 working with the Utah League of Cities and Towns (ULCT).
54

55 **5. STAFF, COMMISSION, AND COMMITTEE REPORTS**

56 **5.1. City Manager Jacob McHargue**

57
58 Mr. McHargue reported on House Bill 82 Single-Family Housing Modifications, which
59 addressed Accessory Dwelling Units (ADUs). He explained that the bill would allow ADUs for
60 every single-family home in every zone in the city. He reported that he and Councilmember
61 Welsh spoke at the House committee hearing last week about how passage of this bill would
62 affect Vineyard. UCLT was working with the bill sponsor to get minimum lot sizes, as well as
63 additional restrictions for college towns, added to the bill.
64

65 City Attorney Jayme Blakesley commented that ULCT seemed resigned that this would pass and
66 was now working on refinements of the bill, which related to college towns. Mr. Blakesley
67 recommended that in their letter to the committee, that Vineyard be added to the list of university
68 and college towns since the effects were felt in Vineyard.
69

70 Mr. McHargue discussed the upcoming Utah Lake Authority bill (later introduced as House Bill
71 364). He explained how it would create an entity that would have land use authority and which
72 could also impact sales tax and property tax increments for one half mile around the lake. There
73 was an extended discussion about the bill, to which the city was opposed.
74

75 Councilmember Welsh asked about House Bill 98 Local Government Building Regulation
76 Amendments. Mr. Reid replied that it was looking like the bill was going to get gutted. Cities
77 that were performing plan reviews and inspections in a timely manner would not be impacted
78 much by the bill. Mr. McHargue commented that this bill seemed to be more for cities whose
79 building departments were not meeting timelines.
80

81 **6. CONSENT ITEMS**

82
83 **6.1. Approval of the January 27, 2021 City Council Meeting Minutes**

84 **6.2. Acceptance of the Fraud Risk Assessment Report**

85 **6.3. Approval of Quit Claim Deed – Christiansen (fence)**

86 **6.4. Approval of Quit Claim Deed and Easement Agreement – Parcel B Willows Plat D**
87 **(storm drain)**
88

89 Mayor Pro Tempore Flake called for a motion.

90
91 **Motion:** COUNCILMEMBER JUDD MOVED TO APPROVE THE CONSENT ITEMS 6.1
92 THROUGH 6.4. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR PRO
93 TEMPORE FLAKE AND COUNCILMEMBERS JUDD AND WELSH VOTED AYE.
94 MAYOR FULLMER AND COUNCILMEMBER EARNEST WERE ABSENT. THE MOTION
95 CARRIED WITH TWO ABSENT.
96

97 **7. MAYOR'S APPOINTMENTS**

98 No names were submitted.

99 **8. DISCUSSION/PRESENTATIONS**

100 No items were submitted.

101
102 **9. BUSINESS ITEMS**

103
104 **9.1. PUBLIC HEARING – Zoning Text Amendment (ZTA) for 15.34.100 Parking**
105 **Requirements of Private Recreational Vehicles in Residential Zoning Districts**
106 **(Ordinance 2021-02)**

107 Community Development Director Morgan Brim will present zoning text amendments
108 to Section 15.34.100 Parking Requirements of Private Recreational Vehicles in
109 Residential Zoning Districts. The mayor and City Council may act to adopted (or deny)
110 this request by ordinance.

111
112 Mr. Brim introduced the amendment. He explained that the current Zoning Code required that
113 recreational vehicles and trailers parked at a home be screened from the front yard and street. The
114 proposed amendment would remove the screening requirement. The Planning Commission voted
115 4-1 to recommend the amendment. He called for questions.

116
117 Councilmember Welsh said that the code was adopted in 2008 and she asked herself if there was a
118 good reason why they passed it. A good code helped neighbors live together in harmony. She
119 felt that it was likely why they passed this code. She expressed concern that without a fence
120 requirement, recreational vehicles would end up in the driveway, and then in the street. With a
121 fence, there was a defining barrier. She also felt that the screening requirement would deter
122 crime. She understood the arguments for the code change, but those were her concerns.

123
124 **Motion:** MAYOR PRO TEMPORE FLAKE MOVED TO OPEN PUBLIC HEARING AT 6:34
125 PM. COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR PRO TEMPORE
126 FLAKE AND COUNCILMEMBERS JUDD AND WELSH VOTED AYE. MAYOR
127 FULLMER AND COUNCILMEMBER EARNEST WERE ABSENT. THE MOTION
128 CARRIED WITH TWO ABSENT.

129
130 Resident David Lauret living on Holdaway Road observed that aesthetics affected property value.
131 One of the reasons for screening and fencing was to maintain property values. Statistics showed
132 that there was a reduction in crime associated with recreational vehicles that were fenced. He felt
133 that the city had a commitment to honor the wishes of the Sleepy Ridge residents who had
134 supported the original ordinance. He was opposed to the amendment.

135
136 Resident Alisha Sabin living in the Sleepy Ridge subdivision said that residents were seeking a
137 change to the code because Sleepy Ridge was not living in harmony, and because aesthetics were
138 subjective. She said that the crime statistics did not support the idea that removing the screening
139 requirement would lead to an increase in crime. She emphasized that the code was not just for
140 Sleepy Ridge but it was for the whole city. She felt that the current code not was not a bad code,
141 but it was strict, and the proposed amendment would bring Vineyard on par with most other cities.
142 She added that it would strike a balance between aesthetics and the city not micromanaging
143 personal property. She expressed that making this change was reasonable and the best
144 compromise.

145
146 Resident Emily Vance living in the Sleepy Ridge subdivision agreed with Ms. Sabin's comments.
147 She felt that Sleepy Ridge was being held to the current code, while Holdaway Road was not, and
148 this was not creating harmony. She observed that the code current could not be realistically
149 applied to the whole city because of the potential contention between neighborhoods as well as

the cost of enforcement. She said that the amendment was a reasonable adjustment and a good compromise.

Resident Melanie Nickle living in the Sleepy Ridge subdivision agreed with Ms. Sabin and Ms. Vance. She related that they had lived in Orem for 31 years and had a boat parked at the side of their house there, and they never had a problem with crime. A lot of her neighbors here had poured cement pads for their RVs and she felt it was unfair to require that they also put up a fence. She felt that the current code was creating contention.

Resident Jammie Hawkins living in the Sleepy Ridge subdivision related that she received a notice about her new trailer, informing her that was not in compliance. No one had talked to her about it before that, so it caused a lot of contention since she did not know if someone had reported it to the city. She added that because of the shape of her lot, a fence on the one side would look ridiculous, worse than having the trailer visible. She agreed with the others that this was a reasonable change.

Resident Brett Hooper living in the Sleepy Ridge subdivision was in favor of the change and agreed with the previous comments. He stated that most people wanted the change. As for aesthetics, he did not want a fence. For him, fenced neighborhoods felt closed in and closed off. He asserted that if someone had poured a cement pad for their RV, to keep it off the street, then they had fulfilled their responsibility.

Resident Rob Mooney living in the Sleepy Ridge subdivision explained that he had a trailer which he stored behind a fence, but that was his personal choice. He supported the change and believed it was a good compromise.

Mayor Pro Tempore Flake thanked everyone for their comments.

Mayor Pro Tempore Flake called for a motion to close the public hearing.

Motion: COUNCILMEMBER JUDD MOVED TO CLOSE THE PUBLIC HEARING AT 7:00 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR PRO TEMPORE FLAKE AND COUNCILMEMBERS JUDD AND WELSH VOTED AYE. MAYOR FULLMER AND COUNCILMEMBER EARNEST WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

Councilmember Judd remarked that an ordinance affected an entire city, not just one neighborhood. He appreciated when the city could make good changes to adjust to what was best at this time. He viewed this code change as a fair and good change based on research and the public comments.

Mayor Pro Tempore Flake stated that he could see both sides of the discussion. He thought that the recommendation made by the Planning Commission was reasonable.

Councilmember Welsh appreciated everyone coming to comment tonight, and stated that it was helpful to hear the perspectives of Sleepy Ridge residents. She observed that this issue would eventually affect other neighborhoods as well. She thought that making the change now would save a lot of grief in the future and concluded by saying that although she was initially opposed, she was now in favor of the change.

Councilmember Judd clarified that just because the city changed the code, that did not supersede the HOAs. If someone had an HOA, the HOA requirements would still apply.

Motion: COUNCILMEMBER JUDD MOVED TO AMEND VINEYARD CITY CODE 15-34-100 AS PROPOSED IN ORDINANCE 2021-02. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR PRO TEMPORE FLAKE AND COUNCILMEMBERS JUDD AND WELSH VOTED AYE. MAYOR FULLMER AND COUNCILMEMBER EARNEST WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

9.2. DISCUSSION AND ACTION – Personnel Policy and Procedures Manual Amendment (Resolution 2021-03)

City Manager Jacob McHargue will present amendments to the Personnel Policy and Procedures Manual. The mayor and city council will act to adopt (or deny) this request by resolution.

Mr. McHargue explained that after a compliance audit, the Utah Retirement System requested that the city make a change to its Personnel Policy and Procedures Manual. The practice of the city was to not contribute towards the retirement of elected officials and part-time appointed officials. This amendment would codify this policy in the manual. The other change included in the amendment was to change the work week in the policy manual to match the work week in the accounting software, which was Sunday to Saturday.

Motion: COUNCILMEMBER WELSH MOVED TO APPROVE ITEM 9.2 PERSONNEL POLICY AND PROCEDURES MANUAL AMENDMENT INCLUDING THE CHANGE TO HAVE THE WORK WEEK BEGIN SUNDAY AT MIDNIGHT, AS STATED. COUNCILMEMBER JUDD SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR PRO TEMPORE FLAKE AND COUNCILMEMBERS JUDD AND WELSH VOTED AYE. MAYOR FULLMER AND COUNCILMEMBER EARNEST WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

10. CLOSED SESSION

No closed session was held.

11. ADJOURNMENT

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

Motion: COUNCILMEMBER JUDD MOVED TO ADJOURN THE MEETING AT 7:10 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR PRO TEMPORE FLAKE AND COUNCILMEMBERS JUDD AND WELSH VOTED AYE. MAYOR FULLMER AND COUNCILMEMBER EARNEST WERE ABSENT. THE MOTION CARRIED WITH TWO ABSENT.

The next regularly scheduled meeting is February 24, 2021.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: _____
KELLY KLOEPFER, DEPUTY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 3-24-2021

Agenda Item: 6.2 Center Street Barrier Costs

Department: Public Works

Presenter: Don or Chris

Background/Discussion:

We have almost closed out the Center Street Overpass Project, and concerns were raised regarding the safety of the south slope of the embankment. The Design Engineers and City Engineering Staff have verified that the design of the overpass meets all current safety standards and is safe so long as traffic laws are followed. In a previous City Council meeting, staff was directed to move forward with the design of the barrier, and the plan was to have it installed when the contractor mobilizes in the spring, possibly next month. This flexible barrier is made up of cables that will provide absorption of an impact and reduce the chance of deflection into opposing traffic. Once the costs are approved, staff will coordinate with the current general contractor of the project to add this work as a change order.

Fiscal Impact:

Current Center Street Overpass Project budget	= \$7,994,984.57
Estimated change order increase for barrier	= \$ 115,000.00
New project budget total	=\$8,109,984.57

Recommendation:

Motion to Approve.

Sample Motion:

Motion to approve the proposed change order and budget to the Center Street Overpass Project for the addition of a flexible barrier and allow staff to proceed with the work as proposed.

Attachments:

TBA



J-U-B ENGINEERS, INC.

ENGINEER'S OPINION OF PROBABLE COST**PROJECT NAME:****DATE:** 3/23/2021

Vineyard Center Street Overpass

PROJECT DESCRIPTION:

Install Cable Barrier along top of embankment for approach

CLIENT:

Vineyard City

CLIENT PROJ. NO.:

J-U-B PROJ. NO.: 50-16-014

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
ROADWAY					
15017010	Mobilization	1	LS	\$5,000.00	\$5,000.00
15407010	Public Information Services	1	LS	\$1,000.00	\$1,000.00
15547005	Traffic Control	1	LS	\$5,000.00	\$5,000.00
17217010	Survey	1	LS	\$1,500.00	\$1,500.00
2721702P	Untreated Base Course (Shouldering)		CU YD	\$65.00	\$0.00
28417030	W-Beam Gaurdrail Transition Element	1	EACH	\$3,250.00	\$3,250.00
28417063	Midwest 31 Inch W-Beam Gaurdrail - Various Spans	165	FT	\$45.00	\$7,425.00
28457020	High Tension Cable Barrier 10' Post Spacing	590	FT	\$22.00	\$12,980.00
28457030	High Tension Cable Barrier 5' Post Spacing	290	FT	\$33.00	\$9,570.00
28457050	W-Beam Barrier with Cable Attachment Assembly (Single Sided)	3	EACH	\$1,800.00	\$5,400.00
28457070	Cable/W-Beam Anchor Assembly (Single Sided)	3	EACH	\$3,000.00	\$9,000.00
	Cable/Concrete Bridge Parapet Departure Bracket	1	Each	\$3,000.00	\$3,000.00
BID SUBTOTAL					\$63,125.00
RIGHT OF WAY					
	Right of Way	1	LS	\$0.00	\$0.00
77 - MISC Non-Bid: Udot Contingency Fund					
00000277*	Contractor Change Order Contingency	1	LS	15%	\$9,470.00
00000277*	Contingency	1	LS	15%	\$9,470.00
90 - State Furnished					
028920047	State Furnished Materials	1	Lump	\$0.00	\$0.00
95 - Construction Engineering					
00000910*	In House	1	Lump	\$0.00	\$0.00
00000911*	Consultant CE	1	Lump	\$10,000.00	\$10,000.00
00000915*	In House Review	1	Lump	\$0.00	\$0.00
00000916*	Material Testing	1	Lump	\$0.00	\$0.00
97 - Preliminary Engineering					
00000201*	In House	1	Lump	\$0.00	\$0.00
00000202*	Consultant	1	Lump	\$10,000.00	\$10,000.00
00000203*	WTO 502888	1	Lump	\$0.00	\$0.00
NON-BID SUBTOTAL					\$38,940.00
TOTAL					\$102,065

J-U-B ENGINEERS, INC.

2875 S. Decker Lake Drive, Suite 575, Salt Lake City, Utah 84119



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 24, 2021

Agenda Item: 9.1 Jive Dance Studio Special Event

Department: Admin

Presenter: Jacob McHargue

Background/Discussion:

Jive Dance Studios held an event last year from July 28th to August 6th last year on the field at Grove Park. They have applied for a special event permit again for a 13-day long event this summer. They would like to use one of three possible locations and dates to host their summer dance concert. These are listed in order of their preference.

1. Gove Park on a soccer field July 18th – 30th
2. Gove Park in the detention area August 1st – 13th
3. Gammon Park. August 1st – 13th

They are anticipating 500 participants in attendance each day there is a performance.

- 8 total days of performances
 - o 2 days with 2 performances (starting at 6:00 PM and 8:00 PM)
 - o 6 days with 1 performance (starting at 6:00 PM)
- Daily Rehearsals from 7:00 AM to 6:00 PM

We reached out to other cities to see how they handle situations like this, and none of the surrounding cities had any good information for us because they do not allow private events like this in their public parks.

We are very supportive of hosting events like this and have attempted to facilitate this as much as possible. We have met multiple times as staff to make sure that we provide this recommendation that will work for each of the staff members involved.

Impact:

- Youth recreation programs are scheduled on the field at grove park on three of the nights between July 18th and the 30th. It will be difficult to hold the rec programs during the event.
- Adult soccer begins August 10 at grove park, if the event is held in the detention area, it would be possible to hold both the event and the rec program simultaneously.
- 80 estimated parks department man hours for maintenance during the event and repair after the event
- Estimated \$500.00 field rehabilitation costs.



VINEYARD CITY COUNCIL STAFF REPORT

Recommendation:

Our staff recommendation is option 2. Hosting the event in the Grove Park detention area from August 1st to 13th.

We believe that hosting the event in the Grove Park detention area will reduce the impact on the residents, recreation programs, and the parks department man-hours.

We are recommending two conditions to the approval.

1. parking plan

Staff would also recommend that an adequate parking plan is required to ensure enough parking is provided for all participants. This would include approval from Freedom Preparatory Academy and Alpine School District to use their parking lots for parking and the use of the park's parking lot.

2. Rental fee

We are recommending a facility rental fee of \$150 per day with a \$300 nonrefundable deposit. For a total rental fee of \$2,250. That amount will cover the direct maintenance and repair costs as well as the staff time required during and after the event.

Sample Motion:

I move to approve the special events permit for Jive at Grove Park in the detention area on August 1st – 13th. With the two conditions that have been recommended by staff.

Attachments:

See attached Special Event Applications, site plans, and calendar



Special Event Permit Checklist

Who needs to obtain a Special Event Permit?

If you are organizing an event for a group of **fifty or more people** within the boundaries of Vineyard (see the attached Boundary Map page), then you will need a Special Events Permit. If you are planning a block party, you will not need a Special Event Permit. If you are planning a Block Party that will require a road closure, please submit a Block Party Courtesy Notice.

Complete applications must be submitted to the city **no later than thirty (30) days** prior to the event.

Please submit the following with the application:

- ☒ Detailed Event Site Plan. Must include street names, route or boundaries marked on map, placement of any barricades, road/sidewalk closures, fencing, inflatables, tables, vendor booths or portable toilets, etc.
- ☒ Parking Plan
- ☒ Crowd Control Plan
- ☒ Security/Safety Plan
- ☒ Communication Plan
- ☒ Trash collection plan
- ☒ A certificate of insurance evidencing general liability or general liability and umbrella insurance coverage for the applicant in the minimum amount of \$1,000,000 per occurrence, and naming Vineyard as additional insured, in effect on the date of the event. (Please see the attached example insurance certificate.)
- ☐ Written authorization from the property owner for Events held on private property
- ☐ If the event has vendors:
 - a list of the vendors (see the attached Vendor Information sheet)
 - Temporary Sales Tax Number for Event and vendors. Forms available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303.
 - Utah County Health Department Permit for vendors selling food
- ☐ If alcoholic beverages will be available at the event, 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)
- ☐ Special Event Permit Fee: \$50 for events with 50-250 people, \$75 for events with vendors, \$100 for events with 250+ people. Events with 500+ people gathered for two or more hours will also require a Utah County Health Department Temporary Mass Gathering Permit. Please contact the Utah County Health Department Division of Environmental Health for more details at 801-851-7525.
- ☐ \$200 refundable deposit if the event includes the use of a bounce house or inflatable play equipment.
- ☐ Additional fees may apply, based on Vineyard or Sheriff personnel that may be required for your event.

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>Aina Eady - The Vineyard Five</u>		Date of application: <u>1/13/21</u>	
Applying in behalf of (if other than self): _____			
Email address: <u>oremjive@gmail.com</u>			
Mailing Address: <u>77 W. 4800 N. #B 312</u>			
City: <u>PROVO</u>	State: <u>UT</u>	Zip Code: <u>84604</u>	Phone: <u>801-857-5240</u>
Name of Event: <u>JIVE Dance Concert</u>			
Date of Event: <u>Aug. 1 - Aug. 13</u>			

EVENT INFORMATION

Name of Event: <u>JIVE Dance Studio Summer Concert</u>		
Date of Event: <u>Aug. 1 - Aug. 13</u>		Number of people anticipated at event: <u>500</u>
Setup: <u>Aug. 1</u>	Start time: <u>7:00 AM</u>	End time: <u>6:00 PM</u>
Cleanup: <u>Aug. 13</u>	Start time: <u>9:30 PM</u>	End time: <u>12:00</u>

Type of Event

☐ Athletic ☒ Entertainment ☐ Other: _____

Brief Description of Event: FAMILY FRIENDLY EVENT WITH MUSIC, PERFORMING, FOOD TRUCKS & FUN.

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

FOOD TRUCKS

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): Glina Eady

Applicant's Signature: Glina Eady Date: 1/13/21

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



Vendor Information

Please provide the following information for each vendor. Utah State Temporary Sales Tax Applications are available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303. Those selling food will also need to provide a copy of their Utah County Health Department Permit. Any vendors based in Vineyard will also need to have a Vineyard Business License. Once required documents are received and verified, we will issue each vendor a badge for use during the event.

FOR OFFICE USE ONLY

[illegible]



VINEYARD

STAY CONNECTED

Field Reservation Form

125 S Main Street
Vineyard, UT 84058
801-226-1929

info@vineyardutah.org

Complete this form and return it, along with payment, to the City to reserve a city-owned field. The given address will be used to determine if the rental is for a resident or non-resident and is where the refundable cleaning deposit check will be sent to. Below is important information about reservations. If you have any concerns during your event, please contact 385-215-4060.

- Reservations are for four-hour blocks – please indicate time block below.
- Reservations from residents and businesses within the town will be accepted beginning January 1st of each year for the entire year. Reservations from non-resident users will be accepted not more than 90 days prior to the proposed date of use.
- 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.
- Please note that while the fields are available for reservations year-round, the restrooms are not open between October 31st and April 1st, depending on weather.
- Refund of deposit will be determined after inspection of the field by Vineyard staff.
- Inflatable structures may not be staked into the grass.
- No metal cleats, vehicles, water-based inflatables, or slip and slides are allowed on the fields.

<u>Gina Eady</u>		<u>Dance Performance</u>
Group/Contact Name		Intended Use
<u>350 N. 100 E. GROVE PARK</u>		
Street Address, City, State, Zip		
<u>Aug. 1 - Aug. 13</u>	<u>7:00 am - 12:00 am</u>	
Reservation Date	Reservation Time Block	
<u>801-857-5240</u>	<u>oremjive@gmail.com</u>	
Contact Phone Number	Contact Email Address	

Please select the field(s) you would like to reserve from the list below:

- | | |
|---|--|
| ☐ Gammon Park Field | ☒ Vineyard Grove Park WEST Field |
| ☐ Vineyard Grove Park MIDDLE Field | ☐ Vineyard Grove Park EAST Field |

Do you intend to have any inflatable slides, bounce houses, etc? ☒ No ☐ Yes

Do you require field striping? ☒ No ☐ Yes

FEES

Field Rental Deposit - \$300.00.....	\$	_____
Monday-Thursday Rental Fees		
Resident Field Rental Block (4 Hours) \$150.00.....	\$	_____
Non-Resident Field Rental Block (4 Hours) \$300.00.....	\$	_____
Resident Field Rental Hourly \$50.00.....	\$	_____
Non-Resident Field Rental Hourly \$100.00.....	\$	_____
Friday-Sunday Rental Fees		
Resident Field Rental Block (4 Hours) \$200.00.....	\$	_____
Non-Resident Field Rental Block (4 Hours) \$400.00.....	\$	_____
Resident Field Rental Hourly \$65.00.....	\$	_____
Non-Resident Field Rental Hourly \$135.00.....	\$	_____
Other Fees		
Inflatable Fee (\$25) and Deposit (\$175) \$200.....	\$	_____
Line Painting Fee (Refer to Recreation Department and Fee Schedule).....	\$	_____
TOTAL \$		_____

RENTAL AGREEMENT: As a renter of a Vineyard park field, I have read and agree to the following: I/my group assume all liabilities and responsibilities for damage, theft, accident, death, or injury, etc., occurring during the rental period. We agree to hold harmless Vineyard City with respect thereto.

I/my group hereby agree to comply with the Vineyard Park Ordinance-Municipal Code Chapter 13.2, and the Vineyard Noise Ordinance-Municipal Code Chapter 8.08.010. These Ordinances will be strictly enforced. They are available for review at vineyardutah.org.

No alcoholic beverages or tobacco products of any kind, including e-cigarettes, are allowed on the premises. Clean-up of the facility needs to be completed prior to 10:00 p.m. Park curfew is 11:00 p.m. Fireworks are not permitted in any Vineyard park or pavilion. Any violation of the rules herein stated constitutes forfeiture of the deposit.

Signature *Terri Eady* Date Signed: 1/13/21

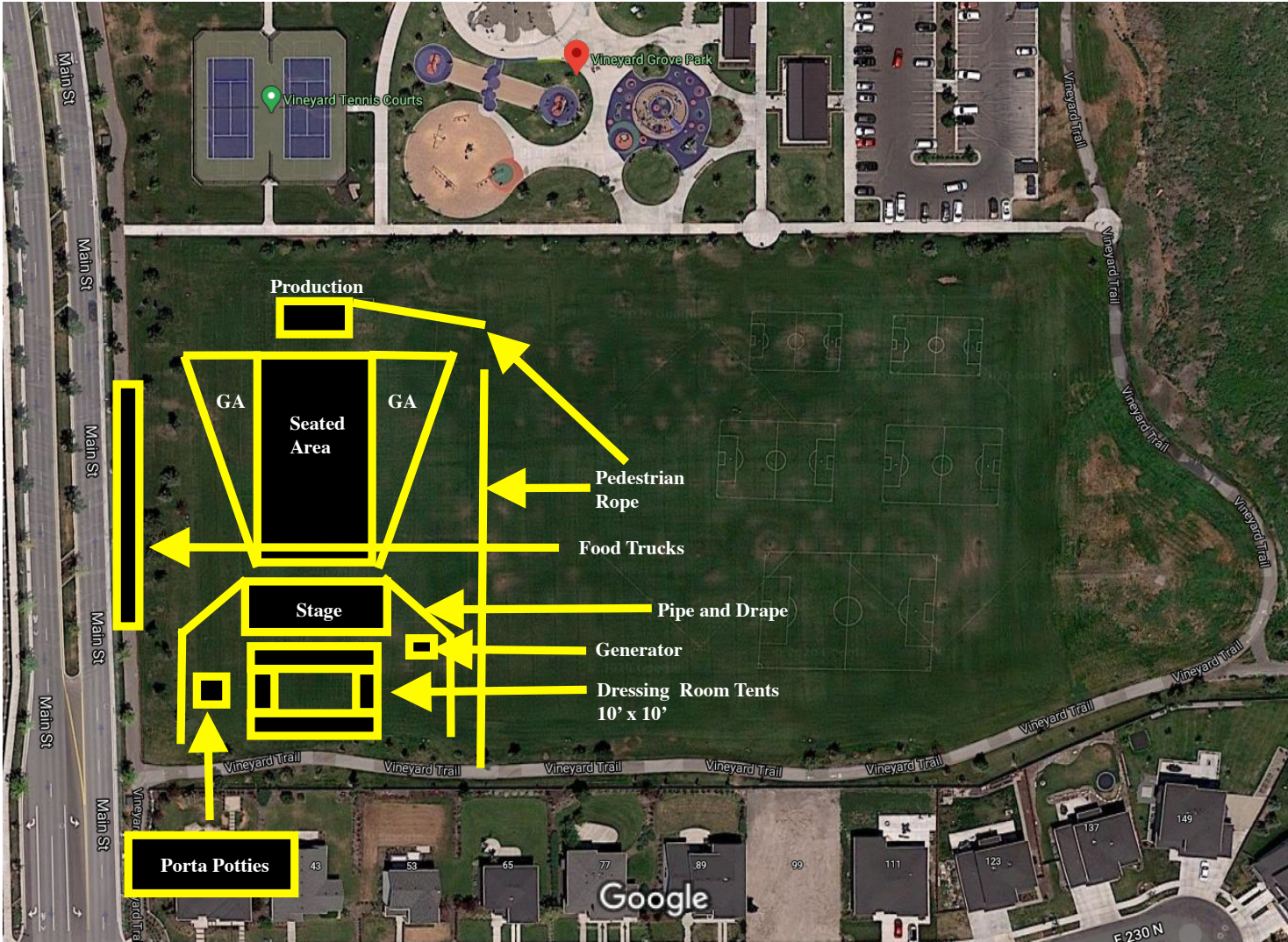
FOR OFFICE USE ONLY:

Amount: \$ _____ Type of Payment: ☐ Cash ☐ Check ☐ Credit Card

Name on Check/Card: _____ Check #: _____

Received by: _____ Date: _____

Google Maps Vineyard Grove Park



Imagery ©2021 Maxar Technologies, State of Utah, Map data ©2021 50 ft

Jive Event

Parking:

We will have adult parent volunteers managing the parking for our event. We plan on using Freedom Academy's parking lot and the new Elementary School parking lot East of the park for our main parking. The parking lot and the overflow parking at the park will be used for special needs parking. We will also provide volunteers to be crossing guards for patron parking at Freedom Academy.

Crowd Control:

The Seating and GA area will be roped off. We'll pipe and drape the sides of the stage and backstage areas to help keep the general public out. We will have adult volunteers taking tickets and directing the patrons in and to where they need to go.

Security / Safety Plan:

This event being mainly attended by parents and family member of the dancers we don't anticipate having major security issues. That being said there will be parents stationed around the dressing room entrances and backstage areas keeping out unauthorized people from coming in those area. No one is allowed backstage or in the dressing room area expect for authorized personnel and dancers.

Brio Technologies will have a staff member on site 24/7 watching all of the equipment and acting as our security guard. That staff member will have direct contact with Utah County Police department if any problem arises.

Communication Plan:

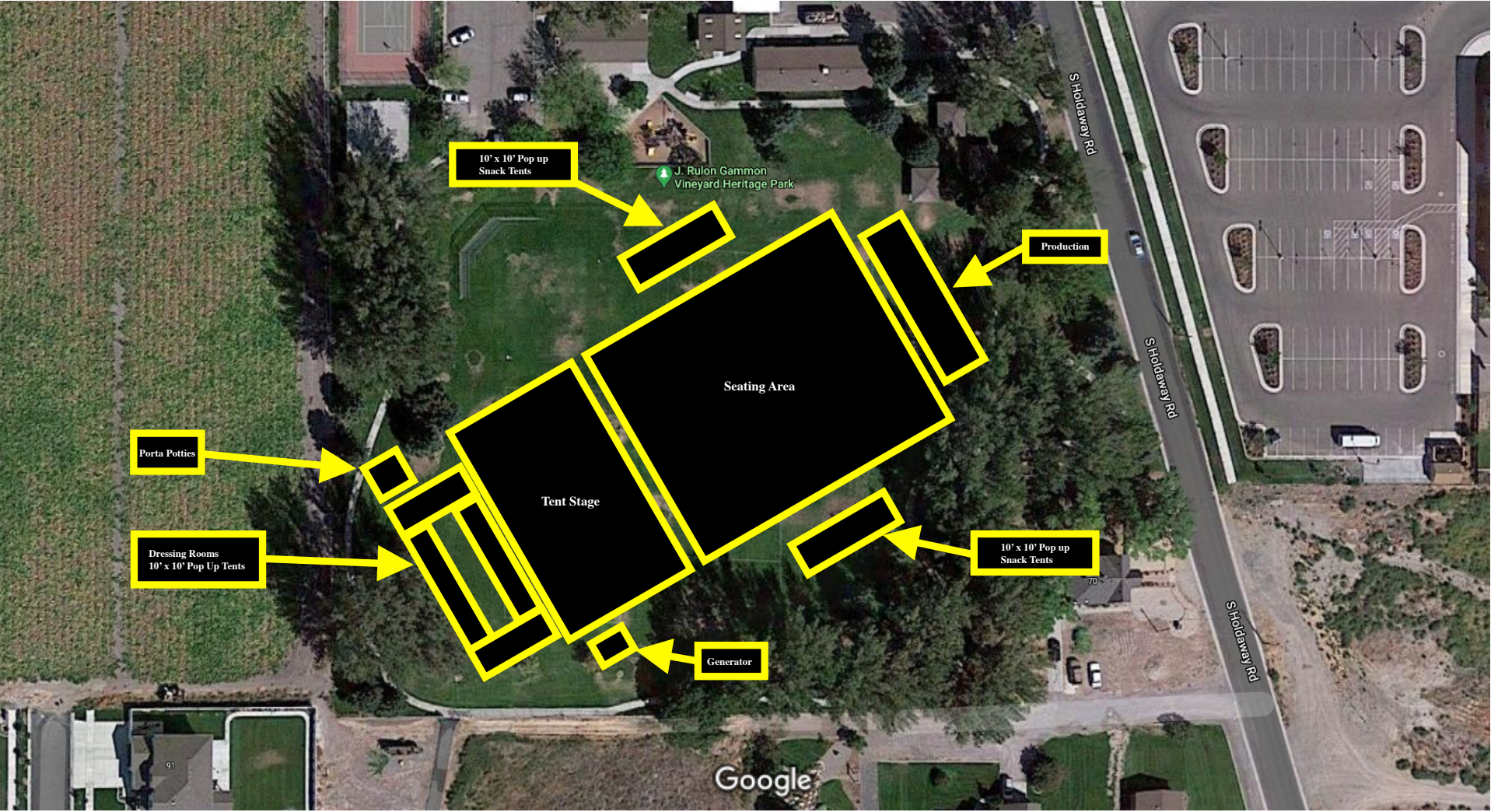
All of our volunteers and staff member will have radios to communicate with each other and Brio Technologies staff member throughout the event. Only the Brio Technologies Staff member will have direct contact to Vineyards City Parks Manager for any issues that may arise.

Trash Collection Plan:

We will have volunteers picking up trash and emptying all the trash cans around our space nightly. We will work with the Parks Manager closely to make sure the dumpsters aren't overflowing.

Google Maps

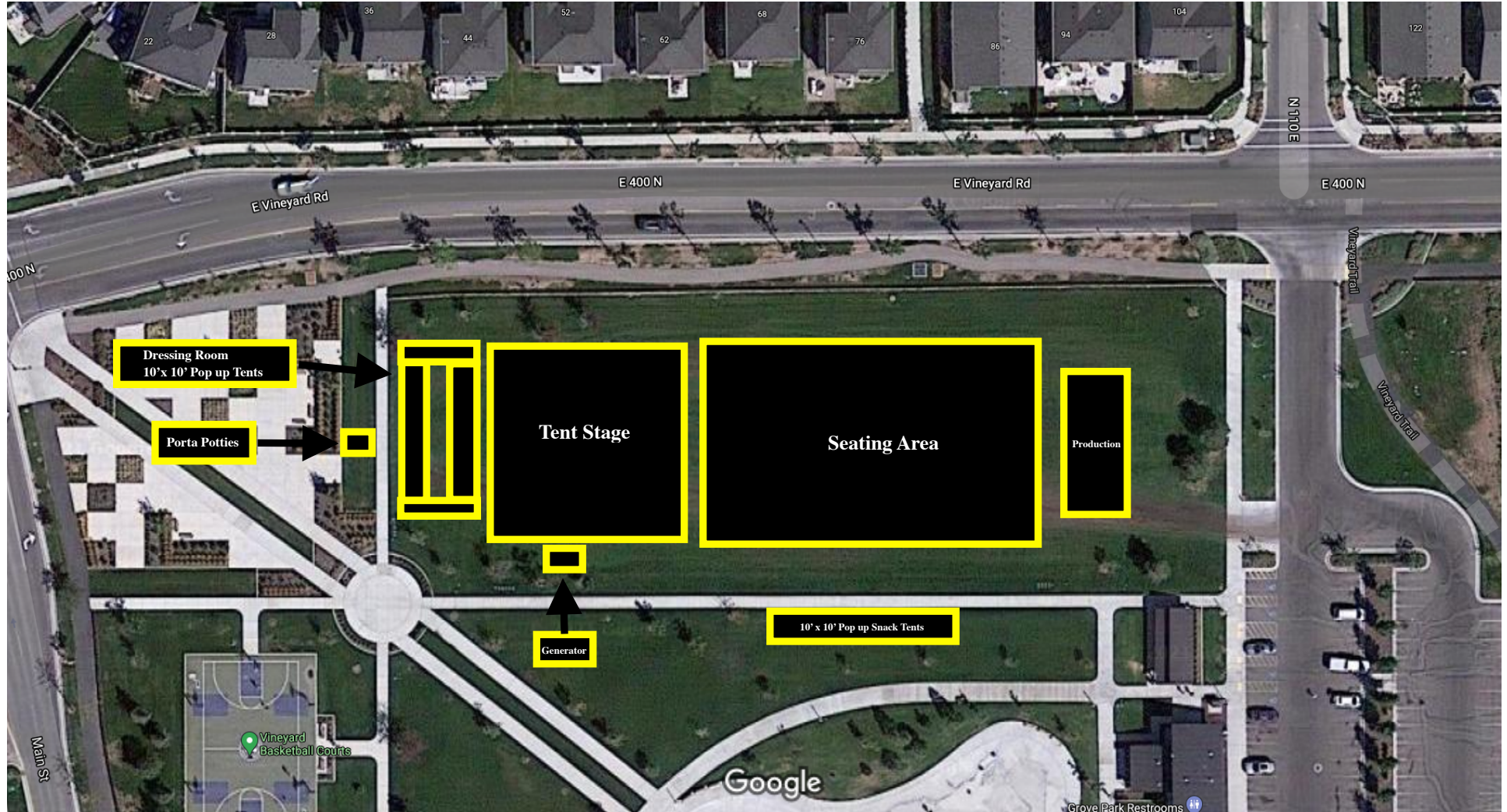
Gammon Park



Imagery ©2021 Maxar Technologies, State of Utah, Map data ©2021 50 ft



Grove Park Detention



Imagery ©2021 Maxar Technologies, State of Utah, Map data ©2021 50 ft

July

Grove Soccer field proposed dates and Rec schedule

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18 Stage is delivered	19 Stage is delivered	20 Rec T-ball & Coach Pitch 5Pm – 8 PM Youth Kickball 5PM – 8PM	21	22 Performance 8:00 Rec Outdoor Jr Jazz 5PM – 9PM	23 Performance 8:00	24 Performance 8:00
25	26 Performance 6:00 Performance 8:00	27 Performance 6:00 Performance 8:00 Rec T-ball & Coach Pitch 5PM – 8PM Youth Kickball 5PM – 8 PM	28 Performance 8:00	29 Performance 8:00 Rec Outdoor Jr Jazz 5PM – 9PM T-ball & Coach Pitch 5Pm – 9PM	30	31

August

Grove detention and Gammon Park

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Stage delivered	2 Rehearsals 7:00 AM – 4:30 PM	3 Rehearsals 7:00 AM – 4:30 PM	4 Rehearsals 7:00 AM – 4:30 PM	5 Rehearsals 7:00 AM – 4:30 PM Performance 6:00 PM	6 Rehearsals 7:00 AM – 4:30 PM Performance 6:00 PM	7 Rehearsals 7:00 AM – 4:30 PM Performance 6:00 PM
8	9 Rehearsals 7:00 AM – 4:30 PM Performance 6:00 PM	10 Rehearsals 7:00 AM – 4:30 PM Performance 6:00 PM Performance 8:00 PM <i>Rec – would be pushed back</i> Adult soccer 5Pm -9PM	11 Rehearsals 7:00 AM – 4:30 PM Performance 6:00 PM Performance 8:00 PM	12 Performance 6:00 PM	13 Performance 6:00 PM	14
15	16	17 Rec Adult soccer starts	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: March 24, 2021

Agenda Item: 9.2 Interlocal Agreement with Utah County for Election Services

Department: Recorder/Elections

Presenter: Pamela Spencer

Background/Discussion:

The past three election cycles we have contracted with Utah County and their elections office to conduct our elections and I feel that it would be beneficial to continue the relationship with the county to facilitate the running of our elections.

Fiscal Impact: The county has calculated that it will cost them approximately \$2.25 per voter to run the Municipal Elections. Based on the number of active voters, which is currently 5557 for an approximate total of \$12,503.25. This amount is subject to change depending on how many new voters register between now and the election.

Recommendation:

Staff is recommending that the City Council approve the mayor to sign the Interlocal Cooperation Agreement between Utah County and Vineyard City for the administration of the 2021 Municipal Elections.

Sample Motion:

I move to approve Resolution 2021-04 as presented and allow the mayor to sign the Interlocal Cooperation Agreement between Utah County and Vineyard City for the administration of the 2021 Municipal Elections.

Attachments:

Resolution
Interlocal Agreement
Scope
Cost calculation

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND VINEYARD CITY
FOR THE ADMINISTRATION OF THE 2021 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Vineyard City a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITY desire to successfully conduct the 2021 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively “2021 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2021 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2021 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk/Auditor Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2021 CITY Municipal Elections. This Agreement contemplates basic,

traditional primary and general elections (including Ranked Choice Voting) for the 2021 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2021 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2021 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties

agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the 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 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without

the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2021 - ____, authorized and passed on the ____ day of _____ 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
WILLIAM C. LEE, Chairman

ATTEST: AMELIA A. POWERS
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
DAVID O. LEAVITT, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No._____, authorized and passed on the_____ day of
_____2021.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Exhibit A
2021 Municipal Elections
Scope of Work for Election Services
Revised 09 February 2021

Services the City will provide include, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure required by state code and/or city code.
- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up to date and informed on all legal requirements governing candidates and campaigns.
- Thoroughly examine and proof all election programming done for the City Municipal Elections. Final approval of ballots and programming will rest with the City.
- Host on the official City web site: a link to or copy of the official reported results as hosted on the County Elections web page, the location of the county-owned ballot drop boxes, and a link to the website for citizens to opt-in to receive ballot alert texts.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- City will canvas the final elections results.

Annexations or other boundary changes impacting the administration of the elections need to be submitted to the County by June 1, 2021. Annexation changes submitted after June 1 will not be incorporated into this election.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot printing
- Ballot mailings
- Return postage
- Ballot processing
- Printing optical scan ballots
- Program and test voting equipment
- Program electronic voter register
- Poll Worker recruitment, training, and supervision
- Compensate vote center poll workers
- Delivery of supplies and equipment
- Tabulate and report election results on county website
- Provisional ballot verification
- Update voter history database
- Conduct audits (as required)
- Conduct recounts (as needed)
- Election day administrative support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. The city is responsible to canvass their municipal election on the date designated by Utah Code annotated 20A4-301. Such results will constitute the final Official Results of the Election.
- Election security
- Ballot drop box services – maintain, lock and unlock boxes, and collect ballots.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

2021 Municipal Elections

Exhibit B

Active Voters for billing purposes, will be calculated 11 days before each Election Day

VINEYARD

Election	1/4/2021	Not to exceed \$2.25 per voter per election	
Primary	5557	\$	12,503.25
General	5557	\$	12,503.25
Estimated Cost as of 2/22/2021		\$	25,006.50

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND VINEYARD CITY
FOR THE ADMINISTRATION OF THE 2021 MUNICIPAL ELECTIONS**

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WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

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Section 4. RESPONSIBILITIES

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If any term or provision of the 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 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without

the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2021 - ____, authorized and passed on the ____ day of _____ 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
WILLIAM C. LEE, Chairman

ATTEST: AMELIA A. POWERS
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
DAVID O. LEAVITT, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No._____, authorized and passed on the_____ day of
_____2021.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____

Exhibit A
2021 Municipal Elections
Scope of Work for Election Services
Revised 09 February 2021

Services the City will provide include, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure required by state code and/or city code.
- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up to date and informed on all legal requirements governing candidates and campaigns.
- Thoroughly examine and proof all election programming done for the City Municipal Elections. Final approval of ballots and programming will rest with the City.
- Host on the official City web site: a link to or copy of the official reported results as hosted on the County Elections web page, the location of the county-owned ballot drop boxes, and a link to the website for citizens to opt-in to receive ballot alert texts.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- City will canvas the final elections results.

Annexations or other boundary changes impacting the administration of the elections need to be submitted to the County by June 1, 2021. Annexation changes submitted after June 1 will not be incorporated into this election.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot printing
- Ballot mailings
- Return postage
- Ballot processing
- Printing optical scan ballots
- Program and test voting equipment
- Program electronic voter register
- Poll Worker recruitment, training, and supervision
- Compensate vote center poll workers
- Delivery of supplies and equipment
- Tabulate and report election results on county website
- Provisional ballot verification
- Update voter history database
- Conduct audits (as required)
- Conduct recounts (as needed)
- Election day administrative support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. The city is responsible to canvass their municipal election on the date designated by Utah Code annotated 20A4-301. Such results will constitute the final Official Results of the Election.
- Election security
- Ballot drop box services – maintain, lock and unlock boxes, and collect ballots.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

2021 Municipal Elections

Exhibit B

Active Voters for billing purposes, will be calculated 11 days before each Election Day

VINEYARD

Election	1/4/2021	Not to exceed \$2.25 per voter per election	
Primary	5557	\$	12,503.25
General	5557	\$	12,503.25
Estimated Cost as of 2/22/2021		\$	25,006.50



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 03-24-2021

Agenda Item: 9.3 Water Right and Exchange Agreement

Department: Public Works

Presenter: Water Manager Sullivan Love

Background/Discussion: Vineyard City currently owns water shares in the West Smith Ditch canal company. We do not have the ability to use our water from this canal due to the fact there are no pipes or ditches which connect this canal to our city. Over the years, there have been fewer water users in the company and the costs of maintaining the ditch network have been rising. Central Utah Water Conservancy District (CUWCD) made a proposal to the shareholders of the company to buy or exchange shares of water. The majority of the shareholders accepted this proposal. As such, this means the dissolution of the West Smith Ditch Canal company. CUWCD made an offer to Vineyard city to exchange our shares of water for an equal amount of water, in shares of Lake Bottom Canal company. This will provide water for the city to use in our pressurized irrigation system.

Fiscal Impact: There will be annual dues to be paid to Lake Bottom canal company for maintenance and access to the water. The dues for last year were \$125/share. If the dues remain the same, our portion will be \$3,112.50. There is a sufficient amount in our current budget to cover this expenditure.

Recommendation: We recommend that the council approve the proposal for the exchange of water shares as described in the attached Water Right Purchase and Exchange Agreement and authorize the Mayor to sign the agreement.

Sample Motion: I make a motion to approve the proposal from Central Utah Water Conservancy District for the exchange of Vineyard's West Smith Ditch water shares for shares in the Lake Bottom Canal and allow the mayor/city manager to sign the Water Right Purchase and Exchange Agreement.

Attachments: Vineyard Exchange 3-4-21v.2

RESOLUTION NO. 2021-05

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 Utah Central Water Conservancy District (CUWCD) for Water Rights Purchase and Exchange.

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 Water Rights Purchase and Exchange Agreement, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 24th day of March 2021.

Mayor

Attest:

Recorder

**WATER RIGHT PURCHASE
AND EXCHANGE AGREEMENT**

This agreement ("Agreement") is made this _____ day of March, 2021, by and between the **Central Utah Water Conservancy District**, political subdivision of the State of Utah, organized under the laws of the State of Utah ("CUWCD") with its principal offices located at 1426 E 750 N Suite 400 Orem, Utah 84097, and **Vineyard City**, a Utah municipality with its principal offices at 125 South Main Street Vineyard, UT 84059~~8~~ ("Vineyard"). CUWCD and Vineyard are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CUWCD is the owner of a number of shares in the Lake Bottom Canal Company ("Lake Bottom"), and is also the owner of a number of shares in West Smith Ditch Irrigation Company ("West Smith") together referred to as "Companies";

WHEREAS, Vineyard is the owner of shares in West Smith, and the municipal boundaries of Vineyard City overlap with the service area of Lake Bottom;

WHEREAS, Vineyard desires to exchange some of its West Smith Shares in and secure additional shares in Lake Bottom;

WHEREAS, CUWCD is willing and able to exchange some of its Lake Bottom Shares and secure additional shares in West Smith;

WHEREAS, Vineyard is willing to exchange with CUWCD shares in West Smith for shares in Lake Bottom;

WHEREAS, the Parties have agreed upon a method for determining that the number of shares and quantity of water evidenced thereunder is equivalent and represents a fair and equal exchange of value; and

WHEREAS, the exchange of shares contemplated in this Agreement represents an exchange of water shares that Vineyard has determined will equally enable it to meet the needs within its designated water service area.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

1. Exchange of Water Resources. In conformance with Utah Constitution Article XI, Section 6, subsection (2)(c) of the Constitution of the State of Utah, by this Agreement Vineyard asserts and warrants that it has determined that it is exchanging water rights or sources of water supply for other water rights or sources of water supply that the municipality determines will equally enable the municipality to meet the needs of its designated water service area.

2. Exchange of Shares. Upon closing, the Parties agree to an exchange shares in Lake Bottom for an equivalent amount of water represented by shares in West Smith as follows:

- a. Vineyard agrees to assign, and CUWCD agrees to accept, all of its right, title and interest in and to 18.8042 shares in West Smith under certificate(s) _____ (the “West Smith Shares” shown on Exhibit A), evidencing the right to divert sufficient water for the irrigation of 90.26 acres as identified in the Provo River Decree, Civil Case No. 2888, and Hansen Decree, Civil Case No. 5118 which quantified the irrigated acres of West Smith Ditch to be 396.1418 acres represented by 82.5 shares;
- b. In consideration for the above assignment of shares, CUWCD agrees to assign, and Vineyard agrees to accept, all of its right, title and interest in and to 24.9 shares of Lake Bottom under certificate(s) _____ (the “Lake Bottom

Shares” shown on Exhibit B), evidencing the right to divert ~~sufficient~~ water for the irrigation of 90.26 acres, as identified in the Provo River Decree, Civil Case No. 2888 which quantified the irrigated acres of Lake Bottom Canal to be 1,196 acres represented by 330 shares;

3. Representations and Warranties. Each Party hereby represents and warrants as follows:

a. Condition of Title.

i. The water available under the West Smith Shares and the Lake Bottom Shares (collectively the “Shares”) has been beneficially used by the Parties and/or their predecessors in interest during each consecutive seven-year period of the 21 years immediately preceding the date of this Agreement.

ii. CUWCD is purchasing 7.5 shares of Lake Bottom shares, which will be included in the exchange, and will secure documentation of beneficial use, likely in the form of a lease, from the seller for these shares.

iii. That no judicial action has been commenced within fifteen years prior to the date of this Agreement in which anyone has asserted that all or some portion of the water available under the Shares has been statutorily forfeited for non-use.

iv. That no judgment has been entered against either Party decreeing that all or any portion of the water available under the Shares has been forfeited for non-use under Utah Code Ann. §73-1-4.

b. Marketable Title. The Parties shall have good and marketable title to the Shares on the date of closing.

c. Validity of Shares. That the Shares to be assigned and exchanged hereunder are fully paid and have been validly issued by the Company; that Parties' title to the Shares is unencumbered, except that such Shares are subject to an annual assessment by the Company for the payment of the operation and maintenance expenses of the Company; that the Parties are not in default in the payment of any such prior assessments; and that the Shares are not currently subject to sale by the Company for non-payment of prior assessments.

d. Defaults. Neither Party is in default in respect of any judgment, order, writ, injunction, decision, law, ordinance or regulation of any court or governmental authority or under any lease, mortgage, Corporate Article or By-Law or other Agreement to which it, or the Shares or any portion thereof, is or might be subject and which might prohibit, delay or interfere with the consummation of the transaction contemplated hereby or affect the right, title and interest which may be acquired by the Parties in and to the water available under the Shares, or the condition of the Parties' title thereto, and that the execution and delivery of this Agreement and the Shares referred to herein and the performance by the Parties of their obligations hereunder will not result in the breach, termination or constitute a default under any Agreement, or create or impose a lien or encumbrance upon the Shares.

e. Continuing Nature. It is a condition precedent to the Parties' obligations to close, that each of the representations and warranties herein shall be accurate, current and complete at all times from and after the date hereof and up to and including the closing date. If any of them ceases to be accurate, the other Party shall immediately be informed of such change. The Parties' shall take all action reasonably necessary to resolve the situation and to make such warranty and representation accurate as of the closing date. The full and timely performance of

this covenant, along with all other covenants and agreements of the Parties hereunder, shall be a condition precedent to the obligation to close.

f. Litigation and Claims. Neither Party has received any notice of, nor is otherwise aware of, any claims, actions, suits or other proceedings, whether pending, threatened by any governmental department or agency or any other entity or person whatsoever, or to the best of its knowledge, after due inquiry, any facts which could constitute the basis for any claim or litigation which might prohibit, delay or interfere with the consummation of the transaction contemplated hereby.

4. Closing Date. The Closing shall occur on or before the ____th day of _____ 2021, or upon such other date as the Parties shall mutually agree. From and after the date of this Agreement and up to and including the Closing, the Parties shall take all steps reasonably required to maintain the Shares in good standing in conformance with Section 3 of this Agreement.

5. Transfer of Title of West Smith Shares and Closing. Vineyard shall endorse the West Smith Shares and shall tender the endorsed West Smith Shares immediately following the execution of this Agreement to West Smith and obtain from West Smith a new share certificate issued in the name of CUWCD. Vineyard shall pay all transfer fees and costs imposed by West Smith in connection with such transfer. Vineyard shall retain possession and control of the newly issued certificate and shall deliver the same to CUWCD at Closing and upon receipt of a newly issued certificate for the Lake Bottom Shares in the name of Vineyard.

6. Transfer of Title ~~of Lake~~ of Lake Bottom Shares and Closing. CUWCD shall endorse the Lake bottom Shares and shall tender the endorsed Lake Bottom Shares immediately following the execution of this Agreement to Lake Bottom and obtain from Lake Bottom a new

share certificate issued in the name of Vineyard. CUWCD shall pay all transfer fees and costs imposed by Lake Bottom in connection with such transfer. CUWCD shall retain possession and control of the newly issued certificate and shall deliver the same to Vineyard at Closing and upon receipt of a newly issued certificate for the West Smith Shares in the name of CUWCD.

7. Effective Date and Term: This Agreement shall become effective upon execution hereof.

8. Notice. All required notices shall be given to the parties hereto in writing by facsimile, electronically or by mail, and if mailed, the postage shall be prepaid, at the following addresses, which may be changed from time to time.

9. Default and Right to Cure. In the event that either Party fails to present at Closing a newly issued certificate in conformance with Sections 5 & 6 of this Agreement, the non-defaulting Party may, in its sole discretion, terminate this Agreement; provided -that the defaulting Party may, within forty-eight (48) hours, cure any default and present the newly-issued certificate.

10. Assignment Limited - Successors and Assigns Obligated. The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by the Parties hereto, including the United States.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns upon written assignment as provided for in paragraph.

12. Business Relationship. This Agreement does not acknowledge this existence of or establish a partnership, joint venture, or any other form of business relationship between the

Parties, and this Agreement is limited solely to the purposes and interests expressed herein.

13. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the validity or enforceability of any other term or provision of this Agreement.

14. Officials Not To Benefit. No member of or delegate to Congress, resident commissioner, or local official of CUWCD shall benefit from this Agreement other than as a water user or landowner in the same manner as other users or landowners.

15. Integration of Prior Agreements. This Agreement may only be amended or superseded by written agreement among, all of the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first herein above written.

~~17.16.~~

Vineyard City
125 South Main Street
Vineyard, Utah 84059

**Central Utah Water Conservancy
District**
1426 E 750 N Suite 400
Orem, Utah 84097-5474
(801) 226-7100

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~~18.17.~~ Costs and Attorney's Fees. In the event either party defaults in the performance of the covenants and conditions contained herein, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including reasonable attorney's fees and costs, in enforcing this Agreement, whether this Agreement is enforced through litigation or otherwise.

~~19.18.~~ Warranty of Authority. CUWCD and Vineyard warrant that the persons executing this Agreement on behalf of CUWCD and Vineyard have the full capacity, right, power and authority to enter into this Agreement and to consummate the transaction contemplated herein.

~~20.19.~~ Binding Effect and Amendment. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, administrators and assigns, and shall supersede all prior oral or written agreements or discussions. This Agreement may be amended only in writing, signed by all of the parties hereto.

~~(the remainder of this page left intentionally blank)~~

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

Date: _____
By: _____
Its: _____

Attest: _____
Secretary

VINEYARD CITY

Date: _____
By: _____
Its: _____

Attest: _____
