



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
May 12, 2021 at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, May 12, 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

No items were submitted

3. PUBLIC COMMENTS

(15 minutes)

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

Public comments can be submitted ahead of time to pams@vineyardutah.org. 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 City Recorder Pamela Spencer

5.3 Planning Commission Chair Bryce Brady

5.4 Youth Council Mayor Janelle Dadson – Quarterly Report

5.5 Bicycle Commission Chair Burton Hohman – Quarterly Report

6. CONSENT ITEMS

- 6.1 Approval of the April 28, 2021 City Council Meeting Minutes
- 6.2 Approval of the May 10, 2021 City Council Special Session Minutes
- 6.3 Approval of an Interlocal Agreement with Utah County for Library Services, Resolution 2021-07
- 6.4 Approval of an Interlocal Agreement with Spanish Fork for Building Inspection Services, Resolution 2021-08
- 6.5 Approval of expenditures for the Water Tank
- 6.6 Approval of expenditures for the change from flexible to concrete 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 – Proposed Tentative Fiscal Year 2021-2022 Budget

(15 minutes)

Assistant Finance Director/Treasurer Mariah Hill will present the Tentative Fiscal Year 2021-2022 Budget. The mayor and City Council may act to adopt the proposed tentative budget and set a public hearing for May 26, 2021.

9.2 DISCUSSION AND ACTION – Appointment to the North Utah Valley Animal Services Special Service District Resolution 2021-09

(15 minutes)

Mayor Fullmer will present a recommendation for a member of the City Council or staff to sit on the North Utah Valley Animal Services Special Service District. The mayor and City Council may act to approve (or deny) this request by resolution.

9.3 DISCUSSION AND ACTION – CUWCD Vineyard Temporary Storage Extension Agreement (Resolution 2021-10)

(15 minutes)

City Manager Jacob McHargue will present the Central Utah Water Conservancy District Vineyard Temporary Storage Extension Agreement. The Mayor and City Council will act to approve (or deny) this request by resolution.

9.4 DISCUSSION AND ACTION – Parking Regulations (Resolution 2021-11)

(15 minutes)

City Manager Jacob McHargue will present recommendations to amend resolution 2019-14 Policy to establish parking regulations in the city. The mayor and City Council will act to adopt (or deny) this request by resolution.

10. CLOSED SESSION

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

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining

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

11. ADJOURNMENT

The next regularly scheduled meeting is May 26, 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: May 11, 2021

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



**MINUTES OF A VINEYARD
CITY COUNCIL MEETING
City Council Chambers
125 South Main Street, Vineyard Utah
April 28, 2021 at 6:00 PM**

Present

Absent

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

Staff Present: City Manager Jacob McHargue, Assistant Finance Director/Treasurer Mariah Hill, City Attorney Jayme Blakesley, Assistant Public Works Director Chris Wilson, Parks Manager Preston Jensen, Building Official George Reid, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, City Planner Briam Perez, Planning Technician Cache Hancey, Water Manager Sullivan Love, Recreation Coordinator Brian Vawdrey, City Recorder Pamela Spencer, Planning Commission Chair Bryce Brady, Planning Commissioner Amber Rasmussen

Others Present: John Bradley with Utah Recreation and Parks Association, Scott Zeidler with the Department of Natural Resources; residents Angela Trego and Aubrey Bills

6:00 PM REGULAR SESSION

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

Mayor Fullmer opened the meeting at 6:00 PM. Councilmember Flake gave the invocation and led the Pledge of Allegiance.

2. PRESENTATIONS

2.1 Presentation – Utah Recreation and Parks Association (URPA) Awards

John Bradley, president of URPA will present recreation awards to Recreation Coordinator Brian Vawdrey and the city.

Mayor Fullmer turned the time over to John Bradley, president of Utah Recreation and Parks Association.

Mr. Bradley introduced himself and then presented Recreation Coordinator Brian Vawdrey with the Outstanding Department of the Year Class 1 Award and the Volunteer Coordinator of the Year Award. He mentioned that Mr. Vawdrey was the Treasurer of the Central Utah Recreation and Parks Association. He said that Mr. Vawdrey had received the Steve and Georgia Carpenter Professional Development Scholarship. Mr. Vawdrey had also received certifications from the

National Recreation and Parks Association (NRPA) and participated in the URPA's Leadership Academy. He thanked Mr. Vawdrey and Vineyard for their support and vision in developing the Recreation Department.

2.2 **Presentation and Proclamation – 2020 Tree City USA© Recognition and Proclamation 2021-01**

Department of Natural Resources State Forester, Scott Zeidler will present the 2020 Tree City USA Recognition Award. Mayor Fullmer will then read an amended Arbor Day Proclamation adding the City's new designation.

Mayor Fullmer turned the time over to Utah County State Forester Scott Zeidler.

Mr. Zeidler introduced himself and explained that his department administered the Tree City USA® program. He said that he had watched Vineyard develop its tree inventory and tree population in the last three years. In the last year, Vineyard had qualified to be awarded the Tree City USA® designation. He mentioned that there were eighty-three Tree City USA® communities in Utah, with Murry having been one of the longest for forty-four years. He said that he had reviewed Vineyard's requirements to become a Tree City USA® and on behalf of the Utah Division of Forestry, Fire and State Lands, and in partnership with the USDA Forest Service and the Arbor Day Foundation, he presented the Tree City USA® recognition. Councilmember Flake and Water Manager Sullivan Love accepted the award for the city. Mayor Fullmer read the proclamation, proclaiming the last Friday in April as Arbor Day and urging all citizens to celebrate Arbor Day.

3. **WORK SESSION**

No items were submitted.

4. **PUBLIC COMMENTS**

Mayor Fullmer called for public comments.

Resident Amber Rasmussen, living in The Meadows subdivision, mentioned that the city would be planting trees on May 1 and would have someone from a local nursery to teach residents how to plant a tree correctly.

Angela Trego, living in The Parkside subdivision, said that the grass on the northeast corner towards the walkway in her neighborhood had been watered every day for two weeks straight. She wanted the city to make sure they were watering responsibly. Mr. Love explained that the city did not own the property yet but would be taking ownership as soon as the development was finished. Ms. Trego mentioned that Salt Lake County offered water conservation tips for residents, where they came to your home and did a lawn and water analysis. She said that they did not provide this program in Utah County. She suggested that the city help support water conservation. There was a discussion about the water conservation program. Mr. Love mentioned that he had some audit cups and could provide video training so that the residents could do their own analysis. He said that he was hoping to find a conservation coordinator to assist the residents. There was a discussion about education tools residents could use.

Ms. Trego suggested that the city reevaluate its water rate structure. She said that there were several residents who did not use 5,000 gallons a month. Sandy, Taylorsville, and Kearns' rate

structure started at 1,000 gallons for their base rate. Assistant Finance Director/Treasurer Mariah Hill explained that they had done an analysis last year and would be changing the base rates.

Councilmember Welsh asked if anyone knew what the water rationing would be this summer and if staff had any landscaping advice for residents. Mayor Fullmer replied that there would be a roundtable at the state level on Thursday to discuss conservation efforts. She suggested that the city should hold more landscaping classes. Mr. McHargue suggested that developers postpone installing landscaping. There was a discussion about water conservation.

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

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Councilmember Welsh reported on the Utah Leagues of Cities and Towns (ULCT) conference held last week. She mentioned that some of the problematic legislation passed this year would be coming back up in the interim committees or at the next legislative session. She said Vineyard's issues with rapid growth, parking, etc., were now becoming statewide issues.

Mayor Fullmer announced that Vineyard had received the Healthy Utah Community Award at the ULCT conference, which was only given to eleven cities. She explained the things that the city had done to earn the award. She said that ULCT had asked for members to serve on their boards and asked the council to let her know if they wanted to participate. She said that the council and residents needed to speak up about the work the legislature was doing.

Councilmember Flake expressed concern over an email that he thought had come from the mayor asking him to purchase \$800 worth of gift cards, but this was not the case. Sergeant Rockwell said that no one should respond to these types of emails. Mr. McHargue stated that he would never ask anyone to spend money over email and asked that they contact him if they had received this type of email.

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

6.1  City Manager Jacob McHargue – Mr. McHargue gave an update on the parking restriction form, which he anticipated having available on the city website soon. Residents would be able to find the form in the “I want to report” section of the website. He said that only one signature per household would be accepted and that they needed 75 percent of the homeowners' signatures from the same neighborhood before staff could start the process. He mentioned that the form could also address other parking issues. There was a discussion about the form and how residents would submit it.

Mr. McHargue noted that Mayor Fullmer had participated on two panels at the ULCT conference where they had discussed issues that the city was facing. At the conference they also showed a video about Vineyard as part of the Healthy Community Award. Mayor Fullmer mentioned that they also showed a why we are different video that Vineyard had submitted. Mr. McHargue reviewed upcoming events: the MAYrathon race, giving registrants a month to run, bike, swim, scooter, etc., 26.2 miles; Bike Month would start on May 1; and the Earth Day cleanup was scheduled for May 1.

6.2  Planning Commission Chair Bryce Brady – Chair Brady had no items to report.

150 **6.3**  Code Enforcement – Planning Technician Cache Hancey – Quarterly Report
151 Mr. Hancey reviewed his report. Highlights were:

- 152 • He met with the Homeowners Associations to address concerns or issues that they
- 153 were having.
- 154 • He worked with local businesses to update them on the sign code.
- 155 • He worked with developers and residents on removing tumbleweeds
- 156 • He addressed general complaints.
- 157 • There were forty complaints in the first quarter. He noted that he spent about 12 hours
- 158 per week on code enforcement and that all forty complaints had been addressed.
- 159 • Seven of the forty complaints had escalated into cases. Most were accessory dwelling
- 160 units or business-related complaints.

161 He reviewed the complaints by neighborhood. Mayor Fullmer asked if staff had to adjust their
162 responses to ADU code enforcement after the changes made by the legislature. Mr. Hancey
163 replied that they did not have to make any changes because the city’s code aligned closely with
164 the legislative changes. Mr. Brim agreed. Mayor Fullmer suggested that they talk with the state
165 before the next legislative session. Mr. Hancey explained how he handled the complaints. Mayor
166 Fullmer asked if staff was collecting data points. Mr. Hancey replied that he was and would
167 create a map to present to the council during his next report. He said that he would continue
168 working with businesses on sign code compliance and work on creating a process to reduce the
169 number of noncompliant ADUs in the city.

170
171 **6.4**  Finance – Assistant Finance Director/Treasurer Mariah Hill- Quarterly Report
172 Ms. Hill said that the budget was right in line for the fiscal year, with revenues coming in above
173 projections. The expenditures were below the seventy-five percent threshold. The Enterprise
174 Funds revenues were below projections but expected to catch up as they entered the high utility
175 billing months. She noted that enterprise expenses were below the seventy-five percent
176 threshold.

177 178 179 **7. CONSENT ITEMS**

180 [7.1 Approval of the April 14, 2021 City Council Meeting Minutes](#)

181 [7.2 Approval of the Sycamores Phase 4 Final Plat \(7.4\)](#)

182
183 Mayor Fullmer called for a motion.

184
185 **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE THE CONSENT ITEMS.
186 COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR FULLMER,
187 COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE
188 MOTION CARRIED UNANIMOUSLY.

189 190 191 **8. MAYOR’S APPOINTMENTS**

192 No names were submitted.

193 194 195 **9. DISCUSSION**

196 No items were submitted.

197 **10. BUSINESS ITEMS**

198 **10.1 DISCUSSION AND ACTION – [Gammon Park Swings](#)**

199 Parks Manager Preston Jensen will present plans for installing swings in Gammon Park.
200 The Mayor and City Council will take appropriate action.
201

202 Mayor Fullmer turned the time over to Parks Manager Preston Jensen.
203

204 Mr. Jensen explained that they had ordered the replacement playground equipment. He said that
205 he had been asked to include swings and had received a quote for a couple of different types. He
206 recommended that the swings be placed in the area just south of the library where the old
207 volleyball court used to be. He mentioned that there was not enough open space in other areas of
208 the park. There was a discussion about how much space was needed for the swings and removal
209 of the septic tank. Councilmember Judd felt that they should order the swings now and look into
210 the septic tank mitigation. Mayor Fullmer asked if they had looked into a swing for all abilities.
211 Mr. Jensen replied that he had not. There was a discussion about the different types of swings
212 they could install. Mr. Jensen agreed to look into the cost to purchase all-ability swings.
213

214 Mayor Fullmer called for further questions.
215

216 **Motion:** COUNCILMEMBER JUDD MOVED TO APPROVE STAFF TO PURCHASE AND
217 INSTALL THE EIGHT-FOOT SWING STRUCTURE AS PROPOSED WITH THE
218 AMENDMENT OF LOOKING INTO GETTING AN ALL-ABILITIES OPTION AS WELL
219 AS THE BABY SWINGS. COUNCILMEMBER WELSH SECONDED THE MOTION.
220

221 Resident Aubrey Bills, living in The Elms subdivision, said that her children would like four big
222 swings so they could swing with their cousin. Councilmember Welsh said that she appreciated
223 the feedback from people that were using the playground. She explained that the city would be
224 doing a whole park plan and would take their comments into consideration. Mayor Fullmer
225 asked if they could put two large swings together, and a toddler and an all abilities swing
226 together. Mr. Jensen replied that the baby swings had to be separated from other swings. Mr.
227 McHargue suggested that they purchase the swings and change them out periodically.
228

229 **Amended Motion:** COUNCILMEMBER JUDD MOVED TO APPROVE STAFF TO
230 PURCHASE AND INSTALL THE EIGHT-FOOT SWING STRUCTURE AS PROPOSED
231 WITH THE ADDITION OF AN ALL-ABILITIES SWING OPTION AND FINDING OUT
232 THE OPTION TO REMOVE THE SEPTIC TANK. COUNCILMEMBER WELSH
233 SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST,
234 FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.
235

236 **10.2 DISCUSSION AND ACTION – [Community Garden](#)**

237 City Manager Jacob McHargue will present a plan to add a community garden.
238 The mayor and City Council will take appropriate action.
239

240 Mayor Fullmer turned the time over to City Manager Jacob McHargue.
241

242 Mr. McHargue explained that Mayor Fullmer had worked with Orem Community Hospital to
243 procure funding to purchase grow boxes and that staff had discussed where they could put them.
244 He said the best option was to place the boxes on the property west of the tennis courts. There
245 would be a minimal cost to the city, including removing the canal, which had already been done.
246 Mayor Fullmer said that this pilot area was to help facilitate a partnership with Utah Valley
247 University (UVU) and the Orem Community Hospital. This pilot program would help determine

if the community would utilize the boxes and see if there was a demand for more. Mr. McHargue explained that this area gave them room for fourteen grow boxes, and they could create a drip system with the existing water on the property.

Mayor Fullmer called for questions.

Councilmember Judd expressed concern with maintenance and weed control. Mr. Love explained that they were able to get volunteers to run the facility. They wanted residents to take ownership. Mayor Fullmer said that she wanted the council to have the opportunity to designate the land as a community garden, but they would put the plan together once they determine who the partners were. Councilmember Judd asked if the city would need to bring in the soil. Mr. Love replied that the city already had topsoil and compost they could mix for the boxes. He said that the Orem Community Hospital had an application process for residents to use their boxes. They also had a two-page list of what the user's responsibilities were. He suggested that the city modify Orem Hospital's guidelines based on how they wanted to see it operated. He felt that they could easily spray using a minimum of staff time. Councilmember Judd felt that the city was ultimately responsible because it was on their land. Mayor Fullmer explained that the land was available, and they were allowing staff to work out the partnerships, come up with a plan that would work well for the city, and then implement it. Councilmember Welsh asked if the city would be providing the water. Mr. Love replied that they would be connecting to the existing well on the property, so the city's cost would be less than the cost to use culinary water.

Councilmember Welsh stated she was not in favor of making a park plan around the grow boxes. She said that she would only vote for this plan if it was understood that this was a temporary location. Mr. Brim said that if this plan were successful, it would tell them that there was a demand at this location and that they should find a way to incorporate it into the park design and possibly move it to a different location. There was a discussion about the boxes. Mr. Brim suggested that before it was opened, they should find someone who was not a staff member or create a committee and transfer the management. Councilmember Judd asked how the process of assigning the boxes would work. Mr. Brim replied that they could have the applicants explain why they should be chosen for a box, or focus on income, yard size, or assign boxes on a first-come-first-served basis. There was a discussion about the application process.

Councilmember Flake stated that he was totally in favor of a community garden but was not in favor of using this as a permanent location. Councilmember Welsh also liked the idea of a trial run to see if there was genuine interest. The discussion continued. Councilmember Judd suggested they have a produce share stand near the boxes.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER JUDD MOVED THAT STAFF BE DIRECTED TO PREPARE THE GAMMON PARK SITE FOR A COMMUNITY GARDEN, AS PRESENTED. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

11. CLOSED SESSION

No closed session was held.

297 **12. ADJOURNMENT**

298 Mayor Fullmer called for a motion to adjourn the meeting.

299
300 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 7:19 PM.
301 COUNCILMEMBER EARNEST SECONDED THE MOTION. MAYOR FULLMER,
302 COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE
303 MOTION CARRIED UNANIMOUSLY.
304

305
306 MINUTES APPROVED ON: _____

307
308 CERTIFIED CORRECT BY: /s/Pamela Spencer
309 PAMELA SPENCER, CITY RECORDER



**MINUTES OF A SPECIAL SESSION OF
THE VINEYARD CITY COUNCIL
City Council Chambers
125 South Main Street, Vineyard, Utah
May 10, 2021 at 10:03 AM**

Present

Mayor Julie Fullmer
Councilmember John Earnest
Councilmember Tyce Flake
Councilmember Cristy Welsh

Absent

Councilmember Chris Judd

Staff Present: City Manager Jacob McHargue, Business Licensing Administrator Kelly Kloefer, and City Recorder Pamela Spencer

Others Present: Tim Ryan with Bout Time Pub & Grub

SPECIAL SESSION

1. CALL TO ORDER

Mayor Fullmer opened the meeting at 10:03 AM.

2. BUSINESS ITEMS

2.1 DISCUSSION AND ACTION – Local Consent for a DABC Bar Liquor License

Applicant Tim Ryan is requesting that the City Council give Local Consent for a DABC Bar Liquor License for the Bout Time Pub & Grub to be located at 568 North Mill Road Suite B106. The mayor and City Council will take appropriate action.

Mayor Fullmer turned the time over Business Licensing Administrator Kelly Kloefer.

Ms. Kloefer explained the applicant had applied for a Vineyard Type A Liquor License for Bars. The DABC requirement was that the municipality give local consent for the DABC to issue their license.

Sergeant Holden Rockwell with the Utah County Sheriff's Office explained that the city code required him to report on new alcohol licenses applicants coming into the city. He said that he had reviewed the application and researched the Lehi Bout Time location, and they were in compliance with all state codes. He said that he had spoken with Lehi's police department and since May of last year they had had 16 calls to the establishment and only a few had been arrests for disorderly conduct. He said that this type of establishment would increase police calls. He expressed concern with people drinking and driving. He felt that this bar would not be any different from having a bar in any other city.

Mayro Fullmer asked the council if they had any questions. She turned the time over to Tim Ryan with Bout Time Pub & Grub.

Mr. Ryan explained that the State wanted to accelerate the application process by asking him to submit his application by May 10 instead of June 10 and that was why the council was holding a special session.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER EARNEST MOVED TO GRANT LOCAL CONSENT FOR BOUT TIME PUB & GRUB VINEYARD TO BE ISSUED A DABC BAR LIQUOR LICENSE, AS PRESENTED. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND WELSH VOTED AYE. COUNCILMEMBER JUDD WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

3. ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 10:09 AM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, AND WELSH VOTED AYE. COUNCILMEMBER JUDD WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

MINUTES APPROVED ON: _____

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



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 12, 2021

Agenda Item: 6.3 Library Services

Department: Administration

Presenter: Jacob McHargue

Background/Discussion:

The city contracts annually with Utah County for the bookmobile to operate in the city twice per month for 1.5 hours per stop. This contract as allows residents access to the State's online library.

Fiscal Impact:

The cost for the contract is \$4,338.36.

Recommendation:

Staff is recommending approval of the interlocal agreement with Utah County to provide library and bookmobile services.

Sample Motion:

"I move to approve resolution 2021-07 as presented and allow the mayor the sign the interlocal agreement."

Attachments:

Interlocal Agreement

RESOLUTION NO. 2021-07

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 County to provide library and bookmobile services for its residents; and

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

1. The City Council of Vineyard, Utah authorizes the Mayor to sign the agreement titled Interlocal Cooperation Agreement by and between Utah County, Utah, and Vineyard City Regarding Library Services, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 12th day of May, 2021.

Mayor Julie Fullmer

Attest:

Pamela Spencer, City Recorder

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN UTAH
COUNTY, UTAH, AND VINEYARD CITY REGARDING LIBRARY SERVICES**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as "COUNTY," and VINEYARD CITY, a political subdivision of the State of Utah, with its office located at 125 South Main Street, Vineyard, Utah 84059, hereinafter referred to as "VINEYARD."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, 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 for joint or cooperative action; and

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

WHEREAS, the parties desire to establish a joint undertaking to provide library and bookmobile services for the residents of VINEYARD;

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

Section 1. EFFECTIVE DATE; DURATION

This Interlocal Cooperation Agreement shall become effective and 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 thereof by the executive or executive body of each of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2021 until June 30, 2022. This Interlocal Cooperation Agreement shall take effect upon its review as to proper form and compliance with applicable law by the Utah County Attorney's Office and the attorney for VINEYARD. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the keeper of 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 Interlocal Cooperation Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, 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 administrator agrees to keep all

books and records related to this Interlocal Cooperative Agreement in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by COUNTY and VINEYARD, at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Interlocal Agreement during this joint undertaking. The parties further agree that they will not acquire, hold, or dispose of any personal property during this joint undertaking.

Section 3. PURPOSES

This Interlocal Cooperation Agreement has been established and entered into between COUNTY and VINEYARD, for the purpose of a joint undertaking to provide library and bookmobile service for the residents of VINEYARD through making stops by the COUNTY'S bookmobile in VINEYARD for 1.5 hours per stop with two stops per month.

Section 4. MANNER OF FINANCING

VINEYARD agrees to pay the sum of \$4,338.36 to COUNTY for the bookmobile services enumerated in Section 3 hereof on or before July 1, 2021.

Section 5. METHOD OF TERMINATION

This Interlocal Cooperation 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, either party to this Agreement may terminate the Agreement upon providing sixty (60) days written notice of termination to the other party.

Section 6. INDEMNIFICATION

The parties to this Agreement are public entities. Each party agrees to indemnify and save 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.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

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

Section 8. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by the executive or the executive body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and reviewed by an authorized attorney of each of the parties, as required by Section 11-13-202.5(3), Utah Code Annotated, 1953 as amended, and (d) filed with the keeper of records of each party.

Section 9. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Interlocal Cooperation Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 10. AMENDMENTS

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

Section 11. SEVERABILITY

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation 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 Interlocal Cooperation Agreement unenforceable.

Section 12. 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 all parties have participated in the preparation hereof.

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 their addresses first above written, 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 Interlocal Cooperation 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 Interlocal Cooperation Agreement, on the dates listed below:

UTAH COUNTY

APPROVED this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

WILLIAM C. LEE, Chair

ATTEST:
JOSH DANIELS
Temporary Manager - Utah County Clerk/Auditor

By: _____
Deputy

ATTORNEY REVIEW

The undersigned, as the authorized attorney of Utah County, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable law.

DATED this _____ day of _____, 2021.

By: _____
David H. Shawcroft, Deputy
Utah County Attorney

VINEYARD CITY

APPROVED this _____ day of _____, 2021.

By: _____
Mayor

ATTEST: _____
City Recorder

ATTORNEY REVIEW

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

DATED this _____ day of _____, 2021.

By: _____
Legal Counsel for Vineyard City



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 12, 2021

Agenda Item: 6.4 Interlocal Agreement with Spanish Fork City

Department: Building

Presenter: Building Official George Reid

Background/Discussion:

Due to the cyclical nature of development and construction, the explosive growth we experience in Vineyard and the size limitations of Vineyard, the Building Department experiences times of extreme work load and times of light work load. Currently the Building Department is experiencing a lesser work load and is not utilizing inspectors to their full capacity. As such, Spanish Fork City is in dire need of inspectors and has not been able to fill positions.

It is proposed to enter into an interlocal agreement with Spanish Fork City to aid in providing building inspections by having Vineyard City inspectors inspect for Spanish Fork when available. Spanish Fork will compensate Vineyard at the rate of \$50 per hour per inspector and reimburse mileage at the current IRS rate.

The current rate that Vineyard City pays for inspectors, including benefits, is as follows:

- Bert Butler- \$37.36
- Brad Hardman- \$52.64
- Cris Johnson - \$46.78

An interlocal agreement with Spanish Fork would keep the inspectors working to their full capacity, give them more experience to bring back to Vineyard, increase the Building Department's potential revenue and help a fellow city in need.

Spanish Fork City Council approved to enter into the interlocal agreement on May 4, 2021.

Fiscal Impact:

This interlocal agreement would increase the Building Department revenue by \$50 per hour per inspector for services provided to Spanish Fork and Vineyard would also receive mileage reimbursement for travel within Spanish Fork at the current IRS rate.



VINEYARD CITY COUNCIL STAFF REPORT

Recommendation:

Chief Building Official, George Reid, recommends to enter into an interlocal agreement with Spanish Fork City to provide them with building inspectors when available.

Sample Motion:

“I, (name), would like to make a motion to approve Resolution XXXXX, to enter into an interlocal agreement with Spanish Fork City, as presented, for the purposes of providing building inspection services.”

Attachments:

See attached interlocal agreement approved by Spanish Fork City.

RESOLUTION NO. 2021-08

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT.

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

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with the Spanish Fork, Utah to share building inspectors.

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 Spanish Fork/Vineyard Interlocal Agreement to Share Building Inspectors, in the form attached hereto as Exhibit A.

2. This resolution shall take effect upon passing.

Passed and dated this 12th day of May, 2021.

Mayor Julie Fullmer

Attest:

City Recorder Pamela Spencer

SPANISH FORK/VINEYARD INTERLOCAL AGREEMENT TO SHARE BUILDING INSPECTORS

This agreement is made and entered into this 4th day of May, 2021 by and between Spanish Fork City and Vineyard City, municipal corporations of the State of Utah, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-1 et seq. (1953 as amended).

RECITALS

WHEREAS, Spanish Fork City and Vineyard City are municipalities that both have full time building inspectors; and,

WHEREAS, Spanish Fork City is experiencing extremely rapid growth, making the prospects of additional building inspectors necessary; and,

WHEREAS, Vineyard City has offered Spanish Fork City the use of its building inspectors with Spanish Fork paying Vineyard City for that service, such being a benefit to both cities; and

WHEREAS, the building inspector arrangement has been made with the knowledge and consent of each city in order to meet the demands of recent rapid growth; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1 - DEFINITIONS

1. Spanish Fork means Spanish Fork City, a municipal corporation of the State of Utah located in Utah County.

2. Vineyard means Vineyard City, a municipal corporation of the State of Utah located in Utah County.

3. Building Inspector means an individual licensed by the State of Utah to conduct commercial and residential building inspections within the State of Utah.

SECTION 2 - PURPOSE, TERM, and TERMINATION

The purpose of this agreement is to allow Vineyard employees working as building inspectors to provide their building inspection services to Spanish Fork.

The term of this agreement shall be for one year, commencing the 4th day of May, 2021, and may be renewed for an additional one year, unless terminated prior thereto. Either party may terminate this agreement by giving the other 30 days written notice.

SECTION 3 - PROVIDING FOR BUILDING INSPECTOR(S)

Vineyard shall provide building inspector(s) as needed by Spanish Fork and as available from Vineyard. The building inspector(s) shall remain employees of Vineyard and Spanish Fork agrees to indemnify Vineyard as set forth in Section 6. Spanish Fork agrees to pay Vineyard as services are rendered and as set forth in Section 4.

SECTION 4 – SERVICES PAYMENTS

Vineyard will invoice Spanish Fork for building inspector hours and wages rendered to Spanish Fork each month, at a rate of Fifty Dollars (\$50.00) per hour, commencing May 2021. Spanish Fork will pay the amount billed within 30 days of receipt of the invoice.

The building inspector(s) shall use Vineyard City vehicles for inspections and work performed in Spanish Fork City. Spanish Fork City shall reimburse Vineyard City for mileage at the prevailing IRS business mileage rate.

SECTION 5 - TERMINATION

Either City may terminate this agreement at any time by providing 30 days written notice.

SECTION 6 – INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. Spanish Fork agrees to indemnify and hold harmless Vineyard for damages, claims, suits, and actions arising out of a negligent error or omission of Spanish Fork City 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 - AMENDMENTS

This agreement represents the entire agreement of the parties. Any prior agreements, negotiations, or understandings are merged herein and superseded hereby. Amendments to this agreement must be in writing and follow the procedure set forth in the Utah Interlocal Cooperation Act.

SECTION 8 - SEVERABILITY

Should any part, term, or provision of this agreement be held by any court to be illegal or in conflict with any law of the State of Utah, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed and attested by its proper officers, thereunto duly authorized, and their official seal affixed thereto, pursuant to resolution of its governing body, and each deems itself bound thereby.

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

Tara Silver, City Recorder

VINEYARD CITY by:

Julie Fullmer, Mayor

Attest:

Pamela Spencer, City Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 5-12-2021

Agenda Item: 6.5 Water Tank

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

Staff is working with Hansen Alan and Luce Engineers on the design of the City water tank and pipeline improvements. We have completed our geotechnical study for the tank site and have found that the tank will encounter excessive settlement due to soils and liquefaction. To mitigate the settlement, a surcharge of material is required, equal to or greater than the weight of the tank, to pre-load the site and eliminate the settlement before the tank is built. Staff has explored material sources and due to timing and availability, it is proposed to acquire material from Harsco. This would be cost effective due to the proximity for hauling costs. Because the City will own this material, we will be able to use it on future projects. Staff proposes to award this project to the low bidder, Everest Excavation.

Fiscal Impact:

Contractor hauling and placing of the Harsco materials	\$ 219,483.93
Materials	\$ 393,542.00
10% Contingency	<u>\$ 36,974.07</u>
Total	\$ 650,000.00

Recommendation:

Motion to Approve

Sample Motion:

Motion to approve the surcharge phase of the water tank project and allow staff to proceed with the purchase of material and the contractor to complete the work as proposed.

Attachments:

Contractor Bid Summary

VINEYARD CITY WATER TANK SURCHARGE PROJECT APRIL 2021

BIDS RECEIVED BY: 2:00 PM, TUESDAY MAY 4, 2021

125 South Main Street
Vineyard, UT 84058

OFF ROAD HEAVY HAUL TRUCK BIDS:

COMPANY	AMOUNT
1. Everest Excavation	\$219,483.93
2. M&T Enterprises LLC	\$286,980.90
3. Whitaker Construction	\$422,858.90
4. Peacock Excavating	\$425,517.70
5.	

OVER THE ROAD HAUL TRUCK BIDS:

COMPANY	AMOUNT
1. M&T Enterprises LLC	\$324,054.00
2. Peacock Excavating	\$342,532.70
3. Everest Excavation	\$391,789.50
4. Whitaker Construction	\$619,805.50
5.	



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 5-12-2021

Agenda Item: 6.6 Concrete Barrier

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

Staff is working with the overpass design engineer team and the contractor to design and construct a barrier along the south slopes of the overpass embankment. Originally it was proposed to construct a flexible cable barrier. Constructability conflicts have been found that make the flexibility cable barrier too difficult or costly due to the required post locations conflicting with other buried utilities. It is proposed to construct a pre-cast concrete barrier on a small concrete pad behind the curb and then paint the barrier to match the other painted features of the overpass. This option will be less expensive than relocating the other buried utilities and installing the flexible cable barrier. Staff recommends approving the construction of the concrete barrier and not the flexible cable barrier.

Fiscal Impact:

No change to the existing approved budget.

Recommendation:

Motion to Approve

Sample Motion:

Motion to approve staff to proceed with the construction of the concrete barrier and complete the work as proposed.

Attachments:

Concrete barrier example picture

VINEYARD CITY COUNCIL STAFF REPORT

Concrete barrier example picture:





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 12, 2021

Agenda Item: 9.1 Tentative Budget

Department: Finance

Presenter: Mariah Hill

Background/Discussion: The annual budget process began back in March with the council retreat. Staff works from the goals and priorities set in that meeting to discuss budget requests and present a tentative budget to the city council by the first meeting in May. We have prepared a tentative budget for the approval of the city council. We anticipate making changes to this budget as more financial information is made available by the state over the next 6 weeks. the state requires a public hearing for the tentative budget, but because we are anticipating the final budget changing, we are proposing to also hold a public hearing for the final budget approval in our June meeting.

The General Fund budget being presented for your approval represents a 1.5% increase from the current year budget. We believe this to be conservative and appropriate as we move out of the pandemic and the City continues to grow. We will have updated numbers later this month and will be able to refine these figures before our final budget is adopted.

The utility funds budgets are relatively flat with some slight profit and loss related to funding depreciation.

Fiscal Impact: The budget is increased slightly from last year. The general fund budget is \$8,321,500 and the overall budget including all funds is \$88,582,200 (RDA is \$70,156,600).

Recommendation: Staff recommends the city council adopt the tentative budget.

Sample Motion: I move to adopt the Fiscal Year 2022 Tentative Budget as presented by staff.

Attachments: Budget Worksheet Guide, FY 2022 Budget

Vineyard City
Budgeting Worksheet
10 General Fund - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Taxes								
3110 PROPERTY TAXES	2,384,599	2,485,579	2,696,354	2,590,000	0	2,800,000	2,800,000	
3130 SALES TAXES	1,108,008	1,735,260	1,591,526	2,010,000	0	2,330,000	2,330,000	
3131 TRANSPORTATION TAX	0	127,717	147,613	188,000	0	263,000	263,000	
3132 RAP TAXES	0	30,876	100,911	131,000	0	145,000	145,000	
3138 FRANCHISE TAX	421,859	451,679	346,516	428,000	0	580,000	580,000	
Total Taxes	3,914,466	4,831,111	4,882,920	5,347,000	0	6,118,000	6,118,000	
Licenses and permits								
3210 BUSINESS LICENSES AND PERMITS	20,681	21,088	19,637	20,000	0	20,000	20,000	
3221 BUILDING PERMITS	909,973	1,058,300	1,118,261	850,000	0	500,000	500,000	
3710 FIRE INSPECTIONS & PLAN REVIEW FEES	0	17,620	26,723	15,000	0	15,000	15,000	
Total Licenses and permits	930,654	1,097,008	1,164,621	885,000	0	535,000	535,000	
Intergovernmental revenue								
3356 CLASS "C" ROAD FUND ALLOTMENT	269,816	352,236	320,785	340,000	0	403,000	403,000	
3360 GRANTS	41,230	7,798	779,143	396,300	0	0	0	
Total Intergovernmental revenue	311,046	360,034	1,099,928	736,300	0	403,000	403,000	
Charges for services								
3410 DEVELOPMENT FEES	319,747	350,588	298,871	350,600	0	275,000	275,000	
3510 SANITATION FEES	314,746	383,832	380,027	466,000	0	486,000	486,000	
3520 INSPECTION FEES	203,729	246,462	276,375	250,000	0	250,000	250,000	
3530 RECREATION FEES	47,220	65,091	97,278	79,500	0	200,000	200,000	
Total Charges for services	885,442	1,045,973	1,052,551	1,146,100	0	1,211,000	1,211,000	
Fines and forfeitures								
3531 FINES AND FORFEITURES	1,700	1,984	0	2,000	0	2,000	2,000	
Total Fines and forfeitures	1,700	1,984	0	2,000	0	2,000	2,000	
Interest								
3660 INTEREST EARNINGS	170,569	144,359	29,075	50,000	0	25,000	25,000	
Total Interest	170,569	144,359	29,075	50,000	0	25,000	25,000	
Miscellaneous revenue								
3620 RENTS AND CONCESSIONS	9,070	6,394	4,749	1,000	0	2,500	2,500	
3640 HISTORY BOOK	60	0	0	0	0	0	0	
3681 DONATIONS FROM PRIVATE SOURCES	24,373	28,801	15,151	25,000	0	25,000	25,000	
3690 SUNDRY REVENUES	7,676	706	43	0	0	0	0	
Total Miscellaneous revenue	41,179	35,901	19,943	26,000	0	27,500	27,500	
Total Revenue:	6,255,056	7,516,370	8,249,038	8,192,400	0	8,321,500	8,321,500	
Expenditures:								
General government								
Administrative								
4311 Admin SALARIES AND WAGES	471,977	499,697	413,846	480,000	0	513,000	513,000	
4313 Admin EMPLOYEE BENEFITS	91,544	88,689	88,973	89,000	0	146,000	146,000	
4321 Admin BOOKS/SUBSCRIPTIONS/MEMBERSHP	10,401	10,230	13,031	11,700	0	12,500	12,500	
4322 Admin PUBLIC NOTICES	2,115	2,713	1,124	2,000	0	2,000	2,000	

Vineyard City
Budgeting Worksheet
10 General Fund - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
4323 Admin TRAVEL	18,052	11,879	4,022	16,800	0	17,800	17,800	
4324 Admin OFFICE SUPPLIES AND EXPENSE	24,582	8,633	8,317	17,500	0	19,500	19,500	
4325 Admin EQUIPMENT-SUPPLIES & MAINT	226	0	0	0	0	0	0	
4326 Admin INFORMATION SYSTEMS	63,307	36,274	34,121	30,000	0	0	0	
4327 Admin UTILITIES	272,209	60,938	19,588	25,000	0	25,000	25,000	
4328 Admin ADMINISTRATIVE COSTS	19,282	24,824	56,591	57,300	0	46,900	46,900	
4331 Admin PROF & TECHNICAL SERVICES	0	0	240	0	0	0	0	
4333 Admin EDUCATION & TRAINING	10,215	5,716	5,181	9,900	0	9,700	9,700	
4342 Admin BANK CHARGES	14,090	14,264	13,305	15,300	0	19,500	19,500	
4349 Admin ELECTIONS	0	5,068	0	0	0	18,500	18,500	
4351 Admin INSURANCE AND SURETY BONDS	46,986	27,510	0	0	0	0	0	
Total Administrative	1,044,986	796,435	658,339	754,500	0	830,400	830,400	
Non-Departmental								
5031 Prof & Tech Services GENERAL	0	5,000	11,000	15,000	0	5,000	5,000	
5031.1 Prof & Tech Services PLANNER	43,804	2,520	0	0	0	10,000	10,000	
5031.2 Prof & Tech Services ENGINEER	66,894	194,583	58,683	75,000	0	75,000	75,000	
5031.3 Prof & Tech Services FIN PLAN	0	8,475	6,250	6,300	0	3,000	3,000	
5031.4 Prof & Tech Services AUDITOR	8,000	8,000	8,750	15,000	0	15,000	15,000	
5032.0 Prof & Tech Services LEGAL	14,400	14,400	24,758	39,000	0	0	0	
5051.0 Prof & Tech Services LIBRARY REIM FEES	21,532	18,982	22,412	23,500	0	29,500	29,500	
Total Non-Departmental	154,630	251,960	131,853	173,800	0	137,500	137,500	
Buildings and grounds								
5125.0 Buildings & Grounds EQUIPMENT MAINT	13,121	0	0	0	0	0	0	
5126.0 Buildings & Grounds SUPPLIES & MAINT	34,653	0	0	0	0	0	0	
51740 Public Works Capital Outlay	44,213	0	0	0	0	0	0	
Total Buildings and grounds	91,987	0	0	0	0	0	0	
Inspections								
5311 Building SALARIES & WAGES	484,151	456,904	360,111	454,400	0	436,000	436,000	
5313 Building EMPLOYEE BENEFITS	90,512	94,084	87,575	125,200	0	161,100	161,100	
5321 Building BOOKS & MEMBERSHIPS	3,825	754	1,657	2,300	0	2,300	2,300	
5323 Building TRAVEL	7,459	9,052	2,165	7,200	0	7,200	7,200	
5324 Building EDUCATION & TRAINING	10,669	6,331	3,083	8,600	0	11,800	11,800	
5325 Building OFFICE SUPPLIES	5,418	559	277	4,900	0	0	0	
5326 Building EQUIPMENT & MAINT	3,373	418	2,718	2,000	0	4,800	4,800	
5327 Building CONTRACT LABOR	9,657	5,532	0	50,000	0	0	0	
Total Inspections	615,064	573,634	457,586	654,600	0	623,200	623,200	
Total General government	1,906,667	1,622,029	1,247,778	1,582,900	0	1,591,100	1,591,100	
Public safety								
Police								
5431.0 Police LAW ENFORCEMENT	870,820	1,171,822	989,614	1,511,600	0	1,802,800	1,802,800	
5431.1 Police FIRE SERVICES	846,403	1,151,909	1,058,218	1,269,900	0	1,489,200	1,489,200	
5431.2 Police DISPATCH	21,801	48,790	49,122	75,200	0	75,200	75,200	
Total Police	1,739,024	2,372,521	2,096,954	2,856,700	0	3,367,200	3,367,200	
Total Public safety	1,739,024	2,372,521	2,096,954	2,856,700	0	3,367,200	3,367,200	

Vineyard City
Budgeting Worksheet
10 General Fund - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Highways and public improvements								
Highways								
6011.0 Public Works SALARIES AND WAGES	138,543	129,258	126,582	175,000	0	111,000	111,000	
6013.0 Public Works EMPLOYEE BENEFITS	31,000	29,457	34,214	37,000	0	48,000	48,000	
6023.0 Public Works TRAVEL	2,525	3,620	6,713	7,800	0	7,800	7,800	
6024.0 Public Works EDUCATION & TRAINING	5,537	7,220	5,577	9,700	0	10,300	10,300	
6025.0 Public Works EQUIPMENT-SUPPLIES & MAIN	193,283	16,930	49,953	59,500	0	21,800	21,800	
6031.0 Streets PROF & TECHNICAL SERVICES	109,025	154,487	31,937	51,000	0	51,000	51,000	
6032.0 Public Works REPAIRS & MAINTENANCE	72,674	62,098	75,260	93,100	0	98,000	98,000	
Total Highways	552,587	403,070	330,236	433,100	0	347,900	347,900	
Sanitation								
5235.0 Sanitation SERVICES	259,683	322,770	303,483	442,500	0	474,100	474,100	
Total Sanitation	259,683	322,770	303,483	442,500	0	474,100	474,100	
Total Highways and public improvements	812,270	725,840	633,719	875,600	0	822,000	822,000	
Parks, recreation, and public property								
Recreation								
7211 Parks SALARIES AND WAGES	69,228	128,602	117,195	165,200	0	238,200	238,200	
7213 Parks EMPLOYEE BENEFITS	3,800	20,577	27,830	32,900	0	105,300	105,300	
7248.0 Parks DEPT SUPPLIES	73,339	17,859	17,006	31,000	0	32,000	32,000	
7260.0 Parks PROGRAM COSTS	25,722	34,002	24,161	56,300	0	116,800	116,800	
7270.0 Parks MAINTENANCE	257,577	294,429	226,606	354,500	0	412,000	412,000	
7276.0 YOUTH COUNCIL	40,517	17,816	6,637	31,500	0	38,500	38,500	
8211 Recreation SALARIES AND WAGES	0	30,051	60,363	69,400	0	92,600	92,600	
8213 Recreation EMPLOYEE BENEFITS	0	5,149	9,557	14,000	0	47,300	47,300	
Total Recreation	470,183	548,485	489,355	754,800	0	1,082,700	1,082,700	
Total Parks, recreation, and public property	470,183	548,485	489,355	754,800	0	1,082,700	1,082,700	
Transfers								
9505.0 TRANSFER TO CAPITAL PROJ FUND	1,882,732	1,032,000	0	1,762,200	0	1,008,000	1,008,000	
9515.0 TRANSFER TO INTERNAL SERVICE FUND	0	279,500	0	360,200	0	450,500	450,500	
Total Transfers	1,882,732	1,311,500	0	2,122,400	0	1,458,500	1,458,500	
Total Expenditures:	6,810,876	6,580,375	4,467,806	8,192,400	0	8,321,500	8,321,500	
Total Change In Net Position	(555,820)	935,995	3,781,232	0	0	0	0	

Vineyard City
Budgeting Worksheet
23 Impact Fees - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Interest								
3810.0 INTEREST EARNINGS - PUBLIC SAF	0	0	0	0	0	0	0	
3820.0 INTEREST EARNINGS - ROADWAY	88,108	71,320	4,727	6,000	0	5,000	5,000	
3840.0 INTEREST EARNINGS - STORM SYST	3	0	0	0	0	0	0	
Total Interest	88,111	71,320	4,727	6,000	0	5,000	5,000	
Miscellaneous revenue								
3110.0 PUBLIC SAFETY FACILITIES	3,586	0	0	0	0	0	0	
3120.0 ROADWAY FACILITIES	771,085	719,717	520,315	1,200,000	0	500,000	500,000	
3150.0 STORM & GROUND WATER FACILITIES	35,779	44,551	63,904	50,000	0	50,000	50,000	
3890 EXCESS BEG. FUND APPROPRIATION	0	0	0	2,461,400	0	0	0	
Total Miscellaneous revenue	810,450	764,268	584,219	3,711,400	0	550,000	550,000	
Total Revenue:	898,561	835,588	588,946	3,717,400	0	555,000	555,000	
Expenditures:								
Miscellaneous								
4061.0 ROADWAY FACILITIES	112,908	666,282	352,975	3,667,400	0	0	0	
4064.0 STORM & GROUND WATER FACILITIES	26,286	21,231	12,469	50,000	0	25,000	25,000	
Total Miscellaneous	139,194	687,513	365,444	3,717,400	0	25,000	25,000	
Total Expenditures:	139,194	687,513	365,444	3,717,400	0	25,000	25,000	
Total Change In Net Position	759,367	148,075	223,502	0	0	530,000	530,000	

Vineyard City
Budgeting Worksheet
49 Capital Projects - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers								
3010.0 TRANSFER FROM GENERAL FUND	1,882,732	557,000	0	1,762,200	0	1,008,000	1,008,000	
3890 EXCESS BEG. FUND APPROPRIATION	0	0	0	324,800	0	423,500	423,500	
Total Contributions and transfers	1,882,732	557,000	0	2,087,000	0	1,431,500	1,431,500	
Total Revenue:	1,882,732	557,000	0	2,087,000	0	1,431,500	1,431,500	
Expenditures:								
Miscellaneous								
4031.0 PROF & TECHINAL SERVICES	0	0	10,000	13,500	0	30,000	30,000	
4032.0 CONSTRUCTION	1,882,732	297,443	920,503	1,545,500	0	735,500	735,500	
Total Miscellaneous	1,882,732	297,443	930,503	1,559,000	0	765,500	765,500	
Transfers								
4099.0 TRANSFER TO TRANSPORATION FUND	0	0	0	528,000	0	666,000	666,000	
Total Transfers	0	0	0	528,000	0	666,000	666,000	
Total Expenditures:	1,882,732	297,443	930,503	2,087,000	0	1,431,500	1,431,500	
Total Change In Net Position	0	259,557	(930,503)	0	0	0	0	

Vineyard City
Budgeting Worksheet
51 Water Fund - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
3710.0 WATER FEES	1,454,883	1,849,132	1,724,738	2,535,000	0	2,510,000	2,510,000	
3720.0 CONNECTION FEES	117,298	140,709	131,983	101,000	0	109,965	109,965	
Total Operating income	1,572,181	1,989,841	1,856,721	2,636,000	0	2,619,965	2,619,965	
Operating expense								
4011.0 SALARIES AND WAGES	255,320	278,214	249,032	328,600	0	335,100	335,100	
4013.0 EMPLOYEE BENEFITS	51,666	57,213	62,588	106,500	0	138,200	138,200	
4021.0 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	86	314	439	2,100	0	500	500	
4023.0 TRAVEL	3,000	3,000	2,750	2,700	0	3,700	3,700	
4025.0 EQUIPMENT-SUPPLIES & MAINT	186,584	126,101	108,858	142,600	0	194,000	194,000	
4027.0 UTILITIES	53,592	75,194	32,287	48,000	0	48,000	48,000	
4031.0 PROF & TECHNICAL SERVICES	11,322	17,452	7,304	19,800	0	18,000	18,000	
4031.2 CUWD PROJECT WATER ALLOT FEE	5,323	5,323	0	10,000	0	10,000	10,000	
4031.3 OREM - FISCAL YEAR -WATER BILL	426,787	520,718	541,688	586,000	0	586,000	586,000	
4031.5 LINDON - WATER BILL	7,132	8,129	6,097	0	0	0	0	
4031.6 CUWCD - WATER BILL	393,568	412,138	291,151	527,400	0	629,200	629,200	
4035.0 EQUIPMENT LEASE	522	0	0	0	0	0	0	
4061.0 MISCELLANEOUS	0	0	0	100,000	0	100,000	100,000	
4067.0 DEPRECIATION	70,020	81,433	0	228,100	0	228,100	228,100	
Total Operating expense	1,464,922	1,585,229	1,302,194	2,101,800	0	2,290,800	2,290,800	
Total Income From Operations:	107,259	404,612	554,527	534,200	0	329,165	329,165	
Non-Operating Items:								
Non-operating income								
3760.0 IMPACT FEE-CULINARY & IRRIGATIO	236,765	332,861	345,428	122,200	0	174,600	174,600	
3810.0 INTEREST EARNINGS	8,625	6,139	3,345	5,000	0	5,000	5,000	
3820 BOND PROCEEDS	0	0	0	3,252,000	0	3,252,000	3,252,000	
3835 Developer Contributions	344,263	1,161,332	0	0	0	0	0	
3960.0 EXCESS BEG. FUND APPROPRIATION	0	0	0	1,721,385	0	1,721,385	1,721,385	
Total Non-operating income	589,653	1,500,332	348,773	5,100,585	0	5,152,985	5,152,985	
Non-operating expense								
4066.0 IMPACT FEE-CULINARY & IRRIGATI	0	0	0	4,973,700	0	4,973,700	4,973,700	
9515 TRANSFER TO INTERNAL SERVICE FUND	0	44,000	0	65,700	0	151,100	151,100	
Total Non-operating expense	0	44,000	0	5,039,400	0	5,124,800	5,124,800	
Total Non-Operating Items:	589,653	1,456,332	348,773	61,185	0	28,185	28,185	
Total Income or Expense	696,912	1,860,944	903,300	595,385	0	357,350	357,350	

Vineyard City
Budgeting Worksheet
52 Sewer Fund - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
3710.0 SEWER FEES	846,048	1,142,306	1,183,162	1,506,703	0	1,490,134	1,490,134	
Total Operating income	846,048	1,142,306	1,183,162	1,506,703	0	1,490,134	1,490,134	
Operating expense								
4011.0 SALARIES AND WAGES	146,181	189,693	171,820	233,400	0	259,700	259,700	
4013.0 EMPLOYEE BENEFITS	29,098	38,253	44,380	50,000	0	122,100	122,100	
4023.0 TRAVEL	61	0	0	2,900	0	2,900	2,900	
4025.0 EQUIPMENT-SUPPLIES & MAINT	58,523	25,818	4,971	49,300	0	49,500	49,500	
4027.0 UTILITIES	19,775	28,448	17,629	25,000	0	22,500	22,500	
4031.0 PROF & TECHNICAL SERVICES	0	0	0	2,500	0	0	0	
4031.1 LINDON - SEWER BILL	2,506	165,057	735	2,500	0	2,500	2,500	
4031.2 OREM - SEWER BILL	40,622	38,499	23,471	37,500	0	37,500	37,500	
4031.3 TSSD- SEWER BILL	371,491	439,126	446,976	480,000	0	600,000	600,000	
4067.0 DEPRECIATION	317,624	328,810	0	549,800	0	549,800	549,800	
Total Operating expense	985,881	1,253,704	709,982	1,432,900	0	1,646,500	1,646,500	
Total Income From Operations:	(139,833)	(111,398)	473,180	73,803	0	(156,366)	(156,366)	
Non-Operating Items:								
Non-operating income								
3760.0 IMPACT FEE-SEWER	373,343	398,202	111,593	334,700	0	167,400	167,400	
3835 Developer Contributions	222,932	1,220,853	0	0	0	0	0	
Total Non-operating income	596,275	1,619,055	111,593	334,700	0	167,400	167,400	
Non-operating expense								
9515 TRANSFER TO INTERNAL SERVICE FUND	0	69,500	0	88,700	0	114,700	114,700	
Total Non-operating expense	0	69,500	0	88,700	0	114,700	114,700	
Total Non-Operating Items:	596,275	1,549,555	111,593	246,000	0	52,700	52,700	
Total Income or Expense	456,442	1,438,157	584,773	319,803	0	(103,666)	(103,666)	

Vineyard City
Budgeting Worksheet
53 Storm Water Fund - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Income or Expense								
Income From Operations:								
Operating income								
3710 STORM WATER FEES	132,124	186,213	171,763	209,200	0	215,738	215,738	
Total Operating income	132,124	186,213	171,763	209,200	0	215,738	215,738	
Operating expense								
4011 SALARIES AND WAGES	79,325	94,367	82,286	115,700	0	101,700	101,700	
4013 EMPLOYEE BENEFITS	13,611	18,692	19,556	40,500	0	39,900	39,900	
4021 BOOKS/SUBSCRIPTIONS/MEMBERSHPS	430	480	480	0	0	0	0	
4023 TRAVEL	0	0	0	1,500	0	3,000	3,000	
4025 EQUIPMENT-SUPPLIES & MAINT	18,240	12,687	6,480	10,000	0	16,900	16,900	
4067 DEPRECIATION	1,412	11,050	0	0	0	0	0	
Total Operating expense	113,018	137,276	108,802	167,700	0	161,500	161,500	
Total Income From Operations:	19,106	48,937	62,961	41,500	0	54,238	54,238	
Non-Operating Items:								
Non-operating income								
3835 Developer Contributions	288,667	1,233,011	0	0	0	0	0	
Total Non-operating income	288,667	1,233,011	0	0	0	0	0	
Non-operating expense								
9515 TRANSFER TO INTERNAL SERVICE FUND	0	38,500	0	44,100	0	52,900	52,900	
Total Non-operating expense	0	38,500	0	44,100	0	52,900	52,900	
Total Non-Operating Items:	288,667	1,194,511	0	44,100	0	52,900	52,900	
Total Income or Expense	307,773	1,243,448	62,961	(2,600)	0	1,338	1,338	

Vineyard City
Budgeting Worksheet
54 Tansportation Utility Fund - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers								
3960.0 EXCESS BEG. FUND APPROPRIATION	0	0	0	17,800	0	47,000	47,000	
Total Contributions and transfers	<u>0</u>	<u>0</u>	<u>0</u>	<u>17,800</u>	<u>0</u>	<u>47,000</u>	<u>47,000</u>	
Total Revenue:	<u>0</u>	<u>0</u>	<u>0</u>	<u>17,800</u>	<u>0</u>	<u>47,000</u>	<u>47,000</u>	
Total Change In Net Position	<u>0</u>	<u>0</u>	<u>0</u>	<u>17,800</u>	<u>0</u>	<u>47,000</u>	<u>47,000</u>	
Income or Expense								
Income From Operations:								
Operating income								
3710 TRANSPORTATION UTILITY FEES	122,220	89,729	(84)	0	0	0	0	
Total Operating income	<u>122,220</u>	<u>89,729</u>	<u>(84)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Operating expense								
4011 SALARIES AND WAGES	16,143	29,582	49,660	71,800	0	113,200	113,200	
4013 EMPLOYEE BENEFITS	3,516	6,275	13,982	17,600	0	60,500	60,500	
4025 EQUIPMENT-SUPPLIES & MAINT	0	8,156	0	0	0	0	0	
4026 ROAD PROJECTS	0	11,899	0	0	0	0	0	
4027 UTILITIES	417	0	0	0	0	0	0	
4031 PROF & TECHNICAL SERVICES	207,705	113,605	223,763	385,000	0	432,500	432,500	
Total Operating expense	<u>227,781</u>	<u>169,517</u>	<u>287,405</u>	<u>474,400</u>	<u>0</u>	<u>606,200</u>	<u>606,200</u>	
Total Income From Operations:	<u>(105,561)</u>	<u>(79,788)</u>	<u>(287,489)</u>	<u>474,400</u>	<u>0</u>	<u>606,200</u>	<u>606,200</u>	
Non-Operating Items:								
Non-operating income								
3910 Transfer from general fund	0	475,000	0	528,000	0	666,000	666,000	
Total Non-operating income	<u>0</u>	<u>475,000</u>	<u>0</u>	<u>528,000</u>	<u>0</u>	<u>666,000</u>	<u>666,000</u>	
Non-operating expense								
9515 TRANSFER TO INTERNAL SERVICE FUND	0	51,300	0	71,400	0	106,700	106,700	
Total Non-operating expense	<u>0</u>	<u>51,300</u>	<u>0</u>	<u>71,400</u>	<u>0</u>	<u>106,700</u>	<u>106,700</u>	
Total Non-Operating Items:	<u>0</u>	<u>423,700</u>	<u>0</u>	<u>456,600</u>	<u>0</u>	<u>559,300</u>	<u>559,300</u>	
Total Income or Expense	<u>(105,561)</u>	<u>343,912</u>	<u>(287,489)</u>	<u>(17,800)</u>	<u>0</u>	<u>(46,900)</u>	<u>(46,900)</u>	

Vineyard City
Budgeting Worksheet
61 Internal Service Fund - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Revenue:								
Contributions and transfers								
3810 TRANSFER FROM GENERAL FUND	0	279,500	0	360,200	0	450,500	450,500	
3811 TRANSFER FROM WATER FUND	0	44,000	0	65,700	0	151,100	151,100	
3812 TRANSFER FROM SEWER FUND	0	69,500	0	88,700	0	114,700	114,700	
3813 TRANSFER FROM STORM WATER FUND	0	38,500	0	44,100	0	52,900	52,900	
3814 TRANSFER FROM TRANSPORTATION FUND	0	51,300	0	71,400	0	106,700	106,700	
3815 TRANSFER FROM RDA FUND	0	25,000	0	40,100	0	54,300	54,300	
Total Contributions and transfers	0	507,800	0	670,200	0	930,200	930,200	
Total Revenue:	0	507,800	0	670,200	0	930,200	930,200	
Expenditures:								
Internal Service								
Fleet								
4725 VEHICLE MAINTENANCE	0	5,667	8,189	8,700	0	8,700	8,700	
4726 VEHICLE REPAIR	0	5,285	735	3,000	0	3,000	3,000	
4727 FUEL	0	26,203	27,538	32,000	0	32,000	32,000	
4761 FLEET MISCELLANEOUS	0	2,736	3,576	2,500	0	2,500	2,500	
4774 FLEET CAPITAL OUTLAY	0	0	52,525	99,000	0	176,000	176,000	
4781 FLEET LEASE PAYMENTS	38,313	86,682	122,495	171,900	0	185,900	185,900	
Total Fleet	38,313	126,573	215,058	317,100	0	408,100	408,100	
Facilities Maintenance								
4625 JANITORIAL SERVICE AND SUPPLIES	0	9,479	8,598	8,800	0	3,500	3,500	
4626 FACILITIES SUPPLIES & MAINTENANCE	1,210	3,093	13,598	12,500	0	12,500	12,500	
4627.0 FACILITIES UTILITIES	0	56,330	37,945	39,500	0	44,000	44,000	
4661 FACILITIES INFORMATION SYSTEMS	0	66,978	67,597	88,400	0	124,700	124,700	
Total Facilities Maintenance	1,210	135,880	127,738	149,200	0	184,700	184,700	
Total Internal Service	39,523	262,453	342,796	466,300	0	592,800	592,800	
Miscellaneous								
4011.0 SALARIES AND WAGES	0	6,733	68,899	83,500	0	79,700	79,700	
4013 EMPLOYEE BENEFITS	0	1,346	14,740	20,900	0	27,800	27,800	
4351 INSURANCE	0	26,569	55,710	59,700	0	73,000	73,000	
4352 CONTRACT SERVICES	0	0	0	0	0	51,500	51,500	
4353 FACILITIES LEASE PAYMENTS	0	0	0	0	0	49,500	49,500	
4867 DEPRECIATION	0	11,246	0	39,800	0	55,900	55,900	
Total Miscellaneous	0	45,894	139,349	203,900	0	337,400	337,400	
Total Expenditures:	39,523	308,347	482,145	670,200	0	930,200	930,200	
Total Change In Net Position	(39,523)	199,453	(482,145)	0	0	0	0	

Vineyard City
Budgeting Worksheet
95 Governmental Long-term Liabilities - 07/01/2021 to 06/30/2022
100.00% of the fiscal year has expired

	2019 Actual	2020 Actual	2021 Actual	2021 Budget	2022 Actual	Original Budget	Revised Budget	Worksheet Notes
Change In Net Position								
Expenditures:								
Miscellaneous								
4101 Pension expense	76,127	75,104	0	0	0	0	0	
Total Miscellaneous	76,127	75,104	0	0	0	0	0	
Total Expenditures:	76,127	75,104	0	0	0	0	0	
Total Change In Net Position	(76,127)	(75,104)	0	0	0	0	0	



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 12, 2021

Agenda Item: 9.2 NUVASSD Appointment

Department: Administration

Presenter: Jacob McHargue

Background/Discussion: The city is a member of the North Utah Valley Animal Services Special Service District (NUVASSD). As a member, we can sit on the board and provide policy guidance for the operations of the district. Our seat on the board is currently vacant and we would like to fill that seat.

Fiscal Impact: There is no cost to have someone sit on the board.

Recommendation: Staff recommendation is to appoint Don Overson as the representative for Vineyard

Sample Motion: I move to adopt resolution 2021-09 and appoint Don Overson as the representative from Vineyard.

Attachments: Resolution 2021-09

RESOLUTION NO. 2021-09

**A RESOLUTION OF THE VINEYARD CITY COUNCIL
APPOINTING A REPRESENTATIVE TO THE
NORTH UTAH VALLEY ANIMAL SERVICE
SPECIAL SERVICE DISTRICT**

WHEREAS, the city of Vineyard, Utah is a member of the North Utah Valley Animal Services Special Service District; and

WHEREAS, a Vineyard representative should be appointed to serve on the District Board to fill a vacancy.

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

1. Don Overson is hereby appointed as the city of Vineyard, Utah's District Board Member for the North Valley Animal Services Special Service District.
2. That this resolution shall remain in effect until repealed by another resolution appointing a different representative to the North Utah Valley Animal Services Special Service District.
3. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 12th day of May, 2021.

VINEYARD, UTAH

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer City Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 12, 2021

Agenda Item: 9.3 Temporary Water Storage Agreement

Department: Administration

Presenter: Jacob McHargue

Background/Discussion:

in 2013 Vineyard Signed a memorandum of Understanding with Orem City, Orem Metro, Anderson Geneva, Ice Castle Retirement Fund, and Central Utah water for the temporary use of water storage until such time that Vineyard was able to complete a tank. It was contemplated at the time that Vineyard would co-locate a tank with Orem and it would be completed within 8 years. The Temporary storage agreement expired in April 2021. We have entered negotiations with Orem City and Central Utah Water to amend our water service agreement which will move Vineyard entirely to the Central Utah Water System. During those negotiations we have discussed the timing for the Vineyard tank and the need for an extension of the temporary storage. This agreement will extend the temporary storage through June of 2023.

Fiscal Impact: N/A

Recommendation:

Staff is recommending approval of the interlocal agreement with Central Utah Water Conservancy District

Sample Motion:

“I move to approve resolution 2021- as presented and allow the mayor to the sign the interlocal agreement.”

Attachments:

Interlocal Agreement

RESOLUTION NO. 2021-10

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN MEMORANDUM OF
AGREEMENT BETWEEN
CENTRAL UTAH WATER CONSERVANCY DISTRICT AND VINEYARD**

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

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with the Central Utah Water Conservancy District for temporary water storage.

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 memorandum of agreement between Central Utah Water Conservancy District and the city of Vineyard for finished water storage of 2 million gallons and an extension of the 4 million gallons of temporary finished water storage requirement contained in the November 19, 2008 amendment to the revised purchase and sale agreement, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 12th day of May, 2021.

Mayor Julie Fullmer

Attest:

City Recorder Pamela Spencer

**MEMORANDUM OF AGREEMENT
BETWEEN
CENTRAL UTAH WATER CONSERVANCY DISTRICT AND THE CITY OF
VINEYARD FOR FINISHED WATER STORAGE OF 2 MILLION GALLONS
AND AN EXTENSION OF THE 4 MILLION GALLONS OF TEMPORARY
FINISHED WATER STORAGE REQUIREMENT CONTAINED IN THE
NOVEMBER 19, 2008 AMENDMENT TO THE REVISED PURCHASE AND
SALE AGREEMENT**

This MEMORANDUM OF AGREEMENT (MOA), made as of this ____ day of _____, 2021, between the CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah, organized and existing under the laws of the State of Utah, with its principal office located at 1426 East 750 North, Suite 400, Orem, Utah, 84097, hereinafter referred to as “District”, and the CITY OF VINEYARD, a municipal corporation and political subdivision of the State of Utah, organized and existing under the laws of the State of Utah, with its principal office located at 125 South Main Street, Vineyard, Utah, 84059, hereinafter referred to as “Vineyard”. All of the foregoing entities are collectively referred to as the “Parties”.

RECITALS

A. The District, pursuant to the terms of a certain purchase agreement by and between the District and Geneva Steel, LLC, dated 26 January 2005 (the “Geneva Water Rights Agreement 2005”), has purchased from Geneva Steel, LLC certain water rights (the “Geneva Water Rights”), wells (the “Geneva Wells”), easements (the “Geneva Easements”), pipelines, a pump station, and other assets; and

B. As part of the Geneva Water Rights Agreement 2005, the District agreed to reserve 8,000 acre-feet of water per year for a 15-year period, commencing upon closing of the Geneva Water Rights Agreement 2005, to be used exclusively in connection with the development of the property then owned by Geneva Steel, LLC at the time of the closing of the Geneva Water Rights Agreement 2005 (the “Geneva Lands”). The Geneva Water Rights Agreement 2005 closed on May 19, 2005; and

C. On December 23, 2005, Anderson Geneva, LLC (“*Anderson Geneva, LLC*”), acquired the Geneva Lands and, as successor to Geneva Steel, LLC, assumed all

of the rights, duties, and liabilities of Geneva Steel, LLC under the Geneva Water Rights Agreement 2005; and

D. Anderson Geneva, LLC, and the District entered into an amended purchase and sale agreement for well sites and easements dated November 19, 2008 (the “Amended Geneva Purchase Agreement 2008”), pursuant to which the District agreed to provide 4,000,000 gallons of temporary water storage for a period of not more than 10 years from the date the District was first able to deliver treated water to the Geneva Lands; and, in addition, agreed to furnish 2,000,000 gallons of permanent storage no later than the end of the 10-year temporary storage period. The District has completed the storage and other water facilities necessary to provide water to the Geneva Lands and notified Anderson Geneva, LLC of that fact on April 1, 2011. The Amended Geneva Purchase Agreement 2008 is hereby incorporated into this MOU by reference.; and

E. In a memorandum of understanding dated August 14, 2013 (the “MOU 2013”), Vineyard, Orem City, The Metropolitan Water District of Orem (“Orem Metro”), the District, Anderson Geneva, LLC, Ice Castle Retirement Fund, LLC, and Anderson Geneva Development Inc., agreed to modify certain terms of the Geneva Water Rights Agreement 2005 and permit Vineyard to utilize 2,000,000 gallons of the 4,000,000 gallons of temporary storage reserved for the Geneva Lands situated within those portions of Vineyard south of 400 North street (“Orem Service Area”) during the 10-year temporary storage period. The MOU 2013 also provides for temporary and permanent finished water storage for the sole purpose of satisfying the water storage requirements imposed under state or local law or agreement, to cover peak daily demand, peak hourly demand and fire flow for development or construction within the Geneva Steel Site and Homesteads Development. Anderson Geneva, LLC, Ice Castle Retirement Fund, LLC, and Anderson Geneva Development, Inc are hereinafter referred to as the “Geneva Parties”; and

F. The District has developed a regional water system using groundwater sources of supply under the authority of the water rights acquired by it pursuant to the Geneva Water Rights Agreement 2005, including the development of new underground wells (the “CWP Wells”) located in Vineyard, as well as other surface sources of supply treated at the Don A. Christiansen Regional Water Treatment Plant in Orem City, (the

“DACRWTP”). The locations of the CWP Wells and the DACRWTP are shown on EXHIBIT “1” attached hereto. This regional water supply project is known and referred to by the District as the Central Utah Water Conservancy District Water Development Project (“CWP”). CWP water is utilized by the District in providing municipal water, on a wholesale contract basis, to its customers in northern Utah County and southern Salt Lake County; and

G. Vineyard has contracted to purchase up to a current total of 1,036 acre-feet annually of CWP water pursuant to various CWP Water Supply Agreements entered into between the District and Vineyard (collectively, the “Current CWP Vineyard Water Supply Agreements”); and

H. Orem City, Orem Metro, and Vineyard have entered into negotiations to replace the Amended Interlocal Agreement 2011 with a new agreement (the “Orem Vineyard Water Service Agreement”), which will address, among other things, the use of Orem City and Orem Metro water, modifications to existing Orem City connections to Vineyard and related metering facilities, and the construction of a new 6,000,000 gallon or larger water storage tank and related distribution improvements and facilities, the preferred site of which is a location within Vineyard, as shown on EXHIBIT “1” attached hereto (the “Vineyard Tank”); and

I. The Geneva Parties and Vineyard acknowledge that District does not have sufficient excess storage capacity in the District storage facilities adjacent to DACRWTP to fulfill its obligations for additional temporary and permanent storage beyond its current obligations and that Vineyard must construct its own water storage facilities and/or obtain or arrange for suitable water storage capacity from other facilities or locations to permanently service future water storage needs within Vineyard; and

J. Vineyard has purchased from Orem City water storage of 500,000 gallons to support development and construction within the Orem Service Area of Vineyard and this amount of water storage is insufficient to meet the future development needs within Vineyard; and

K. The 2013 MOU also required Vineyard to formulate a permanent water storage plan and construct sufficient permanent water storage to satisfy Vineyard’s foreseeable water storage needs by April 1, 2021; and

L. Vineyard completed the required water storage plan, but has not completed construction of the required storage and anticipates that the required storage will not be completed by April 1, 2021; and

M. Vineyard desires to continue to issue new building permits for commercial, industrial, retail, and residential development but does not have sufficient water storage capacity to continue development after April 1, 2021, and provide for peak daily demand, peak hourly demand, and fire flows within the geographical limits of Vineyard; and

N. Vineyard anticipates discontinuing water service from Orem City and Orem Metro and contracting with District for all treated municipal water through the CWP once Vineyard has constructed and placed into service the necessary water storage facilities and distribution system improvements; and

O. The Geneva Parties assigned to Vineyard by separate agreement, hereto attached as Exhibit 2, all of the temporary and permanent storage rights and Special Water Supply Agreement provisions associated with the Amended Geneva Purchase Agreement 2008 and the entire paragraph 3.2 of the 2013 MOU; and

P. Vineyard and District now desire to agree upon terms for the temporary and permanent storage requirements of Paragraph 3.2 of the Amended Geneva Purchase Agreement 2008; and

Q. Vineyard now desires to extend the period of the 4,000,000 gallon temporary storage requirement of 2013 MOU Agreement from April 1, 2021 to June 30, 2023; and

NOW THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is agreed by and between the parties hereto as follows:

COVENANTS

1. Storage for the North Vineyard Service Area. District has constructed 10 million gallons (MG) of finished water storage in the CWP North Shore Terminal Reservoir (the “NSTR”) in the City of Saratoga Springs and is currently designing expansion of the NSTR to 25 MG of capacity. District and Vineyard agree District shall provide 2 MG of

permanent storage in the NSTR to satisfy the requirements for storage associated with CWP turnouts to Vineyard for that portion of the Vineyard service area lying north of 400 North Street and serviced by the CWP turnouts, (“North Vineyard Service Area”). The Parties agree that this satisfies the requirements for permanent storage of Paragraph 3.2(b) of the Amended Geneva Purchase Agreement 2008 and the 2013 MOU.

2. Construction of Vineyard Treated Water Storage Facilities and Distribution System Improvements. Vineyard shall design, construct, permit, and place into service treated water storage facilities and distribution system improvements that are sufficient to provide for the current and reasonable future peak daily, peak hourly, and fire flow demands for Vineyard by no later than June 30, 2023.

a) Progress Reporting. Vineyard agrees to provide monthly progress reports acceptable to District on the progress of the design, construction, permit, testing, and placing into service the treated water storage facilities and distribution system improvements. Progress reports shall be submitted to District no later than the 3rd Friday of the month for the previous month. The progress reports shall be in pdf form and emailed to K.C. Shaw, Chief Engineer, or his successor, at kshaw@cuwcd.com.

b) Penalty for Failure To Provide Progress Reports. Vineyard agrees to pay District \$2,000 for every month the progress report is either late or not submitted.

3. Extension of the 4,000,000 gallon Temporary Water Storage Period. District agrees to extend the 4,000,000 gallon temporary water storage period found in paragraph 3.2 of the Amended Geneva Purchase Agreement 2008 from April 1, 2021 to June 30, 2023 (“Extension Period”). All other terms and conditions of the Amended Geneva Purchase Agreement 2008 remain unchanged.

a) Peak Hourly Flow Rates. During the Extension Period Vineyard shall control the Peak Hourly Flow Rates at the 800 North Flow Control Structure to no greater than XXXXX gpm and at the 1600 North Turnout to XXXX gpm. Both the 800 North Flow Control Structure and the 1600 North Turnout are shown on Exhibit “1”. Failure to control the Peak Hourly Flow Rates to the required values stated above will result in

surcharges being assessed to Vineyard, as noted in paragraph 6(d)(2) of the CWP FY 2017A Water Supply Agreement between District and Vineyard (“2017A CWP Water Supply Agreement”), said agreement is hereby incorporated into this MOU by reference.

b) Peak Daily Flow Rates. During the Extension Period Vineyard shall control the Peak Daily Flow Rates at the 800 North Flow Control Structure to no greater than XXXXX gpm and at the 1600 North Turnout to XXXX gpm. Failure to control the Peak Daily Flow Rates to the values stated above will result in surcharges being assessed to Vineyard, as noted in paragraph 6(d)(1) of the CWP FY 2017A Water Supply Agreement between District and Vineyard.

c) Fire Flow Volume. During the Extension Period District will maintain no less than XXXX gallons of storage in its storage system for fire flow storage for the North Vineyard Service Area.

4. Penalty for Failure to Construct the Required Facilities Within the Extension Period. Vineyard acknowledges that District is expending significant effort and resources to provide temporary storage to Vineyard during the Extension Period. Should Vineyard fail to construct and place into service by June 30, 2023 the necessary permanent storage facilities and distribution system improvements or to maintain a schedule necessary during the Extension Period to complete the design, construction, permitting, and placing into the service the required permanent storage facilities and distribution system improvements by June 30, 2023, the District may issue a written demand requiring Vineyard to cease issuing all building permits within the municipal boundaries of Vineyard. Upon receipt of the written demand, Vineyard agrees to and will cease issuing building permits of all types. Any exceptions will be on a case-by-case basis and will require written approval from the District. Upon Vineyard placing the necessary water storage and distribution system improvements into service, District will grant Vineyard written permission to resume issuing building permits. In the event Vineyard has fallen behind schedule during the Extension Period, District will grant written permission once Vineyard has demonstrated through actual progress

as confirmed through accelerated work and schedule updates provided in the progress reports that the water storage facilities and distribution system improvements design, construction, and permitting are on schedule for a June 30, 2023 placed into service date.

5. Lawful Agreement. The Parties represent that each of them has lawfully entered into this MOA, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their respective operations.
6. Utah Law. This MOA shall be interpreted pursuant to the laws of the State of Utah.
7. Time of Essence. Time shall be of the essence of this MOA.
8. Attorney's Fees. In the event that any Party should default in the performance of its respective obligations under this MOA, the non-defaulting Parties shall be entitled to recover their costs and reasonable attorney's fees incurred in enforcing the MOA, whether that enforcement is pursued through litigation or alternative dispute resolution.
9. Interpretation of MOA. The invalidity of any portion of this MOA shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraph and section headings in this MOA are for convenience only and do not constitute a part of the provisions hereof.
10. Amendments. No oral modifications or amendments to this MOA shall be effective, but this MOA may be modified or amended by written agreement.
11. No Presumption. Should any provision of this MOA 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 one party, by reason of the rule of construction that a document is to be constructed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation therein.

12. Binding MOA. This MOA shall be binding upon the heirs, successors, administrators, and assigns of each of the Parties hereto.

SIGNED AND ENTERED INTO this as of this _____ day of _____, 2021.

CENTRAL UTAH WATER
CONSERVANCY DISTRICT, by

Name:
General Manager

CITY OF VINEYARD, by

Name:
Mayor



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 12, 2021

Agenda Item: 9.4 Parking Regulations

Department: Administration

Presenter: Jacob McHargue

Background/Discussion: in December of 2019, the city council approved a resolution to allow neighborhoods near high density developments to request an overnight parking restriction. It requires that 75% of the homeowners in a neighborhood sign a petition to request the change. Over the past year, we have been working with residents from Providence to address parking concerns in their neighborhood. We have met multiple times on this issue and have investigated different options for addressing the problem. Ultimately many of the options were ruled out because of the cost, or overall enforcement problems. In April of this year, we created an online form for residents to complete if they were experiencing parking issues. We asked the residents of the Providence neighborhood to fill out the form so we could understand how the entire neighborhood felt about the parking problems and the current option. Over the past two weeks we have had 45 responses with the responses being split 41% against an overnight parking restriction and 57% for an overnight parking restriction. Most of the responses that were against on overnight parking restriction requested some sort of parking allowance for the homeowners.

We have continued to discuss the problem this neighborhood is facing as well as the potential solutions available. We believe that the best option available that would work for other neighborhoods as well, is to create a parking permit program. The permit program we are recommending is that each parcel in a neighborhood is allowed 1 on street parking permit. The cost for the permit will be set each year with the fee schedule. The basis for the permit fee will be to recover the city cost to operate the program. We estimate the cost to be around \$25 per year. We recommend that the permits are valid for a calendar year, so the permits issued this year would expire 12/31/2021.

This requires a modification to our current resolution; we have created a draft of the resolution for discussion in this meeting. The parking permit program would still require the 75% approval of a neighborhood and would be completed online through the form that has been created. The enforcement of the program will be handled through a contract with a local towing company.

Fiscal Impact: N/A we are recommending the cost to run the program be recovered through the permit fees.



VINEYARD CITY COUNCIL STAFF REPORT

Recommendation: Staff recommendation is to approve Resolution 2021-11

Sample Motion: I move to approve resolution 2021-11 and instruct staff to prepare to implement the program as the providence neighborhood gathers signatures.

Attachments: Draft Resolution

RESOLUTION NO. 2021-11

A RESOLUTION ADOPTING A POLICY TO ESTABLISH PARKING REGULATIONS IN VARIOUS SUBDIVISIONS WITHIN VINEYARD CITY

WHEREAS, Vineyard City has the power to regulate public parking on Vineyard City public streets pursuant to Utah Code 10-8-11 and Utah Code 41-6a-208(2); and

WHEREAS, the City recognizes that parking on City streets may not be appropriate at certain times and places; and

WHEREAS, the City has at times received requests from neighborhoods to limit or restrict parking on the public streets; and

WHEREAS, the City does not want to make decisions about parking on public streets without involving the residents that live in the area; and

WHEREAS, by Resolution 2019-14 dated December 19, 2019, the City established a policy to help guide decisions about limiting parking on public streets to ensure that these decisions are made with the best interest of the neighborhood and the public in mind; and

WHEREAS, the City has received and reviewed a request to implement a uniform parking policy; and

WHEREAS, the City Council has consulted with city staff members and representatives from the Utah County Sheriff's Office to determine the feasibility of proposed parking programs.

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

- A. On a neighborhood-by-neighborhood basis, the City may restrict overnight parking to those vehicles displaying a City-issued overnight parking pass.
- B. When implemented, overnight parking restrictions shall be on the following terms:
 - 1. No more than a single overnight parking pass shall be issued per parcel;
 - 2. Overnight parking passes shall be issued on a calendar-year basis;
 - 3. The annual fee for an overnight parking pass shall be at least \$25.00, as adjusted by the City's fee schedule;

4. Within a neighborhood that has adopted an overnight parking restriction, no vehicles may be parked on public streets within such neighborhood between the hours of 11:00 p.m. and 5:00 a.m. except those displaying a City-issued overnight parking permit; and
5. Violations of the overnight parking restriction may be enforced by all available legal means, up to and including towing the offending vehicles.

C. The following shall be the policy and procedure that the City shall follow when a representative from a neighborhood requests that the City implement overnight parking restrictions on public streets in the neighborhood:

1. For purposes of this policy a neighborhood is defined as a distinct area developed as a named development such as the following:
 - a. Leisure Villas
 - b. Providence
 - c. Cascade
 - d. Hamptons
 - e. Providence
 - f. Westbrook
 - g. The Willows
 - h. Bridge Port
 - i. LeCheminant
 - j. Orchards
 - k. Waters Edge Pod 2

Any questions about the boundaries of a particular neighborhood shall be decided by the City Engineer.

2. All requests for neighborhood overnight parking regulations must be submitted to the City Manager using the application form published on the City's website.
3. The application shall provide a description of the issues related to parking and how restricting overnight parking will alleviate these issues. Photos identifying site conditions are required.
4. No request for overnight parking restrictions shall be implemented unless it is supported by at least 75% of the property owners in the affected neighborhood. Support shall be determined using an online survey on the City's website.
5. If the neighborhood is less than 50% developed, the HOA shall provide their written consent for the proposed overnight parking restrictions.
6. The City Manager, after consulting with city staff members and representatives from the Utah County Sheriff's Office, shall render a decision regarding the installation and content of the of signage.

D. The intent of this resolution is to establish a procedure for public petition and

participation in neighborhood parking decisions. Nothing in this resolution shall be construed to require or prevent the City from installing or removing parking regulation signs on public streets with or without public consent or participation, or from enforcing the City's existing parking restrictions. The City reserves the right to make decisions on the use of the public streets as it feels will be in the best interest of the public in general and consistent with State law.

C. This resolution shall take effect upon passing.

Passed and dated this 12th day of May, 2021.

Mayor Julie Fullmer

Attest:

City Recorder Pamela Spencer