



**NOTICE OF A REGULAR
CITY COUNCIL MEETING
June 11, 2025, at 5:30 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, June 11, 2025, at 5:30 PM in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. This meeting can also be viewed on our [live stream page](#).

AGENDA (AMENDED)

Presiding Mayor Julie Fullmer

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

2. 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](#)

3. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

3.1. Fraud Risk Assessment Presentation

4. WORK SESSION

4.1. FY26 Budget Discussion

Reminder to Council to continue to review FY26 Budget

5. PUBLIC COMMENTS

“Public Comments” is defined as time set aside for citizens to express their views for items not on the agenda. During a period designated for public comment, the mayor or chair may allot each speaker a maximum amount of time to present their comments, subject to extension by the mayor or by a majority vote of the council. Speakers offering duplicate comments may be limited. Because of the need for proper public notice, immediate action cannot be taken in the Council Meeting. The Chair of the meeting reserves the right to organize public comments by topic and may group speakers accordingly. 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.*

6. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

7. STAFF, COMMISSION, AND COMMITTEE REPORTS

City Manager Report

8. CONSENT ITEMS

8.1. Approval of the May 28, 2025, City Council Meeting Minutes

8.2. Municipal Code Amendment Chapter 13.12 Parks (Ordinance 2025-06)

8.3. Concession Offerings at Vineyard Grove Park (Resolution 2025-26)

8.4. Approval of the Parks and Recreation Master Plan and Impact Fee Analysis (Ordinance 2025-01)

8.5. Water Supply Agreement between Central Utah Water Conservancy District & Vineyard City

9. APPOINTMENTS/REMOVALS

10. BUSINESS ITEMS

10.1. DISCUSSION AND ACTION - Vineyard Zoning Code Update (Ordinance 2025-03)

Community Development Director Morgan Brim will propose multiple changes throughout the Vineyard Zoning Code. The mayor and City Council will act to recommend approval (or denial) of the zoning text amendment by ordinance. *(A public hearing was held for this item during the May 14, 2025, City Council Meeting.)*

10.2. PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-29)

Utility Bill Clerk Maria Arteaga will present a proposed amendment to the Consolidated Fee Schedule. The mayor and City Council will act to adopt (or deny) this request by resolution.

11. ADJOURNMENT

The next regularly scheduled meeting is on June, 25, 2025.

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 (385) 338-5183.

I, the undersigned Deputy City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda was posted at Vineyard City Hall, on the Vineyard City and Utah Public Notice websites, and delivered electronically to staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON:

6/10/2025

CERTIFIED (NOTICED) BY:

/s/Tony Lara

TONY LARA, DEPUTY CITY RECORDER



OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☑ If all of the questions were answered "Yes" or "No" with mitigating controls ("MC") in place, or "N/A," the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered "Yes." 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☒ If any of the questions were answered "No," and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity's governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity's place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	X			
4. Are all the people who have access to blank checks different from those who are authorized signers?	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

Fraud Risk Assessment

Continued

*Total Points Earned: 325/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	—	5
h. IT and computer security?	—	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	—	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	—	20
9. Does the entity have a formal audit committee?	—	20

*Entity Name: Vineyard City

*Completed for Fiscal Year Ending: 2025 *Completion Date: 6/9/24

*CAO Name: Eric Ellis *CFO Name: Kristie Bayles

*CAO Signature: Eric Ellis *CFO Signature: Kristie Bayles

*Required



Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.



**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South main Street, Vineyard, Utah
May 28, 2025, at 6:00 PM

Present

Mayor Julie Fullmer
Councilmember Sara Cameron
Councilmember Jacob Holdaway (left at 7:53 PM)
Councilmember Mardi Sifuentes

Absent

Councilmember Brett Clawson

Staff Present: City Attorney Jayme Blakesley, City Manager Eric Ellis, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Orem Fire Chief Marc Sanderson, Chief Building Official Cris Johnson, Community Development Director Morgan Brim, Senior Planner Cache Hancey, Public Works Director Naseem Ghandour, Environmental Utilities Manager Devan Peterson, Finance Director Kristie Bayles, Utility Billing Clerk Maria Arteaga, Parks and Recreation Director Brian Vawdrey, Communications Manager Jenna Ahern, City Recorder Pamela Spencer

Others Speaking: residents Darlene Price, Daria Evans, David Lauret, and David Pearce; Steve Jones with Hansen Allen and Luce

1. CALL TO ORDER

 Mayor Fullmer called the meeting to order at 7:14 PM.

2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

2.1. Sheriff's Office Awards

 Lieutenant Holden Rockwell introduced and recognized the deputies assigned to Vineyard and highlighted a few of the awards they were given.

3. WORK SESSION

3.1. Purchasing Policy

 Mayor Fullmer turned the time over to Finance Director Kristie Bayles.

 Ms. Bayles reviewed the Purchasing Policy. She noted that the city also had a credit card policy and what the limits were on those cards. She continued her presentation.

 Councilmember Cameron thanked Ms. Bayles for her work. Councilmember Sifuentes asked about the breakdown of purchases that were above the numbers in the presentation. Ms. Bayles reviewed the breakdown. She noted that she would be giving the council a monthly breakdown of expenses. There was a discussion about spending approvals, fund balances, travel, and training. Councilmember Holdaway wanted it spelled out as to where staff were traveling. A discussion ensued. Councilmember Sifuentes called for a Point of Clarification. Councilmember Sifuentes stated that Councilmember Holdaway had quoted spending \$90,000 on food and if as she had gone through every food transaction it only came to \$24,523.60. The discussion continued. Councilmember Sifuentes felt that staff were trying to be fiscally responsible, and she felt this discussion was creating a hard atmosphere. Mayor Fullmer stated for a point of clarity that they vote on the budget annually, it was in reports that they receive, and they will start getting those reports monthly reports. There was a discussion about travel. Councilmember Holdaway wanted it to be publicly disclosed monthly and put it on consent for everything over \$5,000. He noted that the city did not have the same tax base as other cities mentioned in the discussion.

 Mayor Fullmer agreed that they did not have the same tax base as other cities, but they did have the tax base appropriate for Vineyard and felt that they were being fiscally conservative. She said that looking at the policy guide it was one of the most stringent policies and it was clear for the people and now they were taking an extra step by providing monthly reports. She felt that there was no reason to change the current policy.

 Councilmember Sifuentes stated that she did not agree with having the report on consent for items \$5,000 and above. She felt that it would not allow the city to function the way they wanted it to that Councilmember Holdaway was blurring the lines between administrative and legislative responsibilities.

 Councilmember Cameron agreed with Councilmember Sifuentes's comments.

4. PUBLIC COMMENTS

 Councilmember Holdaway stated he needed to leave the meeting early. Mayor Fullmer asked him if he had any comments before he left.

 Councilmember Holdaway appreciated the discussion on the procurement policy. He wanted to publicly thank the State Auditor's Office for their help.

(Councilmember Holdaway left the meeting at 7:53 PM.)

 Mayor Fullmer called for public comments.

 Darlene Price, living in the Villas subdivision, expressed concern with youth riding scooters and not following the street signs, cars not stopping at crosswalks with the flashing lights, the unevenness of the tennis courts at Gammon Park, and the speed limit in the Villas subdivision not being followed.

 Daria Evans, living in the Villas, thanked the Sheriff's Department, she also acknowledged Veterans and those who gave their lives for our freedom. She asked where she could find the answers to the questions addressed in the RDA meeting about the Taxing Entity Committee and where the miscellaneous revenues came from in the tentative fiscal 26 budget.

 Daivd Lauret, living on Holdaway Road, thanked the council for the debates they were having and asked if they could have increased patrols on Holdaway Road.

 David Pearce, living in the Cascade subdivision, seconded the concerns about safety in pedestrian crossings.

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Sifuentes reported that Vineyard Days would be next week and that there was a website for residents to see what is happening. She also reported that Huntsman Cancer Institute was ahead of schedule and the grocery store was on schedule.

 Mayor Fullmer reported that there would be a lot of transportation, utility, interlocal agreements with developments along the freight alignment discussions coming up. She suggested that the schedule meetings to finetune the budget in the next few weeks so it would be ready for approval.

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

 City Recorder Pamela Spencer reported that the candidate filing period would open this Monday June 2 and run through Friday June 6 from 8:00 AM to 5:00 PM. She noted that it would be on a first-come, first-served basis so there was no need for an appointment. She mentioned that there were two (2) new forms this year. One being the Conflict-of-Interest form and the other would only be used if someone would like to have a nickname or a common derivative of their legal first name appear on the ballot. She requested that potential candidates have these forms filled out ahead of time and bring them with them when they come to declare.

7. CONSENT ITEMS

7.1. Approval of the May 14, 2025, City Council Meeting Minutes

7.2. Amendments to the Vineyard Municipal Code Section 10.20.202 - Streets; Traffic Control (Ordinance 2025-07)

7.3. Contract Award for Penny Springs Pressurized Irrigation Pond Improvement (Concrete Lining)

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE CONSENT ITEMS AS PRESENTED. COUNCILMEMBER CAMERON SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

138 **8. APPOINTMENTS/REMOVALS**

139 There were no names submitted.
140
141

142 **9. BUSINESS ITEMS**

143 **9.1. PUBLIC HEARING - Fiscal Year 2025 Budget Amendment #3 (Resolution 2025-**
144 **25)**

145 FY2024-2025 Budget Amendment #3
146

147  Mayor Fullmer called for a motion to open the public hearing.
148

149  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO OPEN THE PUBLIC HEARING
150 AT 8:04 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR
151 FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES.
152 COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION
153 CARRIED WITH TWO (2) ABSENT.
154

155  Mayor Fullmer turned the time over to Finance Director Kristie Bayles.
156

157  Ms. Bayles reviewed the amendments to the budget.
158

159  Mayor Fullmer called for public comments. Hearing none, she called for a motion to close the
160 public hearing.
161

162  **Motion:** COUNCILMEMBER CAMERON MOVED TO CLOSE THE PUBLIC HEARING
163 AT 8:08 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR
164 FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES.
165 COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION
166 CARRIED WITH TWO (2) ABSENT.
167

168  Mayor Fullmer called for a motion.
169

170  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT RESOLUTION 2025-25,
171 APPROVING THE VINEYARD CITY FISCAL YEAR 2024 – 2025 BUDGET AMENDMENT
172 #3 AS PRESENTED BY STAFF. COUNCILMEMBER CAMERON SECONDED THE
173 MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS
174 CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND
175 HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.
176

177 **9.2. PUBLIC HEARING – Adopted Tentative Fiscal Year 2025-2026 Budget**

178 The Mayor Fullmer and City Council will hear public comment regarding the adopted
179 Tentative Fiscal Year 2025-2026 Budget. Utah State Code 10-6-115 states that after the
180 conclusion of the public hearing, the Mayor Fullmer and City Council may continue to
181 review the tentative budget. Approval of the final budget is tentatively scheduled for
182 June 25, 2025.
183

184  Mayor Fullmer called for a motion to open the public hearing.
185

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO OPEN THE PUBLIC HEARING AT 8:09 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

 Mayor Fullmer turned the time over to Finance Director Kristie Bayles.

 Ms. Bayles reviewed the budget timeline and the tentative budget.

 Councilmember Sifuentes asked about the cemetery sexton. Public Works Director Naseem Ghandour and Ms. Spencer explained the position.

 Ms. Bayles noted that the final budget would be approved on June 25, 2025. She asked the council give her their concerns and comments before that meeting.

 Mayor Fullmer called for public comments.

 Mr. Lauret asked about the land for the cemetery. Mayor Fullmer replied that they had determined the location for the cemetery and gave some examples of areas where it could be located.

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

 **Motion:** COUNCILMEMBER CAMERON MOVED TO CLOSE THE PUBLIC HEARING AT 8:17 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

9.3. PUBLIC HEARING: Wastewater (Sewer) Master Plan and Impact Fee Analysis (IFA) (Ordinance 2025-08)

Public Works will present the Wastewater (Sewer) Master Plan and the Facilities Impact Fee. The Mayor Fullmer and City Council will act to adopt this plan by ordinance.

 Mayor Fullmer turned the time over to Steve Jones with Hansen Allen and Luce the presentations for the Wastewater and Water Master Plans.

 Mr. Jones presentations on both the Wastewater Master Plan, the Water Master Plan, and their Impact Fees.

 Councilmember Sifuentes asked for clarification on the different types of impact fees (commercial vs residential). Mr. Jones explained the differences. A discussion ensued.

 Mayor Fullmer asked if they ever wave costs. Mr. Ghandour relied that when developers go above on beyond in their development, they could receive impact fee credits.

 Mayor Fullmer called for a motion to open both public hearings.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO OPEN THE PUBLIC HEARINGS FOR ITEMS 9.3 AND 9.4 at 8:31 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

 Mayor Fullmer called for public comments

 Ms. Evans requested that her questions from the public comment section be answered tonight. She asked why it took so long to create the Water Master Plan, did Vineyard treat all developers equally with regards to impact fees, do any developers get a discount on water impact fees, how will Vineyard find the water that was needed for the future, what will happen when Vineyard uses the 3500 acre feet of water available, and where will additional drinking water come from.

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

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO CLOSE THE PUBLIC HEARINGS AT 8:33 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

 Environmental Utilities Manager Devan Peterson, Mr. Ghandour and Mr. Jones were asked to respond to Ms. Evans' questions. Mr. Ghandour explained that the Water Master Plan was originally done in 2007, and the fees and operations were adjusted throughout the years. He noted that Master Plans look out about 30 to 50 years but should be updated every 10 years, and the map and impact fees should be updated every five (5) years. He said that they treat all developers equally, and that developers could receive a credit for upgrades done. He said that they were always looking for additional water and they would not be doing any drilling. There was a discussion about how the city was obtaining water rights. Mr. Jone added that they were optimistic that the state would have enough water for the future. Mayor Fullmer clarified that they were always looking for additional water, but the city would not grow beyond the water capacity. City Manage Eric Ellis added that going forward they would continue to pursue water conservation efforts.

 Mayor Fullmer called for a motion to close the public hearing again.

 COUNCILMEMBER SIFUENTES MOVED TO CLOSE THE PUBLIC HEARINGS AT 8:43 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

 Mayor Fullmer called for a motion to approve 9.3.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT ORDINANCE 2025-08 THE WASTEWATER MASTER PLAN AS PRESENTED. COUNCILMEMBER CAMERON SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

9.4. PUBLIC HEARING: Water Master Plan and Impact Fee Analysis (IFA) (Ordinance 2025-09)

Public Works will present the Water Master Plan and the Facilities Impact Fee. The Mayor Fullmer and City Council will act to adopt this plan by ordinance.

Note: The public hearing for the Water Master Plan was held in conjunction with the Wastewater Master Plan.

 Mayor Fullmer called for a motion to approve 9.4.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT ORDINANCE 2025-09 THE WATER MASTER PLAN AS PRESENTED. COUNCILMEMBER CAMERON SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

 Mayor Fullmer asked Ms. Bayles to explain the miscellaneous revenues that Ms. Evans asked about earlier in the meeting. She also addressed the question asked by Ms. Evans in regards the John Barrick request discussed in the RDA meeting. She explained that the RDA Director would write something up and be presented it during the next RDA meeting. There was a discussion about what would be presented.

 Ms. Bayles explained how miscellaneous revenue fund worked. He gave some examples of what types of payments would go into that fund.

9.5. PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-23)

Utility Bill Clerk Maria Arteaga will present a proposed amendment to the Consolidated Fee Schedule. The Mayor Fullmer and City Council will act to adopt (or deny) this request by resolution.

 Mayor Fullmer turned the time over to Utility Bill Clerk Maria Arteaga.

 Ms. Arteaga reviewed the amendments and the items being removed from this amendment.

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

Motion: COUNCILMEMBER SIFUENTES MOVED TO OPEN THE PUBLIC HEARING AT 8:49 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

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

Motion: COUNCILMEMBER SIFUENTES MOVED TO CLOSE THE PUBLIC HEARING AT 8:49 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TWO (2) ABSENT.

Councilmember Sifuentes asked about the missing redlines. Ms. Arteaga reviewed the redline amendments and where they could find them in the Consolidated Fee Schedule.

Mayor Fullmer called for a motion.

Motion: COUNCILMEMBER CAMERON MOVED TO ADOPT RESOLUTION 2025-23, CONSOLIDATED FEE SCHEDULE AMENDMENTS, WITH THE EXCEPTION OF REMOVING THE PARKS AND RECREATION FACILITIES MASTER PLAN IMPACT FEES AND THE GROVE PARK CONCESSIONS CONTRACT FEES. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMREON AND SIFUENTES VOTED YES. COUNCILMEMBERS CLAWSON AND HOLDAWAY WERE EXCUSED. THE MOTION CARRIED WITH TOW (2) ABSENT.

10. CLOSED SESSION

No closed session was held.

11. ADJOURNMENT

Mayor Fullmer adjourned the meeting at 8:52 PM.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: _____

PAMELA SPENCER, CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 11, 2025

Agenda Item: Municipal Code Amendment Chapter 13.12 Parks (Ordinance 2025-06)

Department: Parks & Recreation

Presenter: Brian Vawdrey

Background/Discussion:

Over the past couple of years, there have been various individuals, organizations, and vendors wanting to sell concessions at Vineyard Grove Park. Due to this interest, Vineyard staff is seeking City Council's approval of a policy to manage the selling of concessions at Vineyard Grove Park.

Vineyard City staff would like to allow up to three contracted food trucks to be allowed to sell concessions simultaneously at the designated area at Vineyard Grove Park. Each contracted food truck would be required to pay a monthly fee of \$500, due on the 25th of the month prior to the desired month of selling concessions. Each food truck would then be allowed to sell concessions however many days they want during their contracted period (between 9am-9pm each day). Presence at City events would not be allowed under this contract.

Vineyard City staff would also like to allow one vendor to provide a semi-permanent trailer/kiosk on a designated concrete slab located near the Vineyard Grove Park Splash Pad. This vendor would be required to pay a monthly fee of \$1000, with payment due by the 25th of the month prior to the desired month of selling concessions. The vendor would then be allowed to sell concessions however many days they want during their contracted period (between 9am-9pm each day). Presence at City events would not be allowed under this contract.

Any other concession offerings would not be permitted at Vineyard Grove Park.

Vineyard City staff considers this procedure to provide a variety of concession offerings to the Vineyard Community, be easy to manage, and be fiscally responsible.

Fiscal Impact:

\$9,000. The breakdown of this is estimated to be as follows:

- \$5,000 for the installation of an approximate 500 sq ft concrete slab near the Vineyard Grove Park Splash Pad.
- \$3,000 for providing access to power, water, and sewer drainage at the designated area for the semi-permanent snack shack area, located near the Vineyard Grove Park splash pad.
- \$1,000 for the re-striping of the parking lot in the designated area for food trucks so that there are 3 painted areas for the food trucks.

Recommendation:

Vineyard City staff recommends that City Council adopt Ordinance 2025-06, amending the

Vineyard Municipal Code Section 13.2 Parks to allow for managing the selling of concessions at Vineyard Grove Park.

Sample Motion:

"I move to adopt Ordinance 2025-06, amending the Vineyard Municipal Code Section 13.2 Parks as presented."

Attachments:

1. Ord_2025-06

**VINEYARD
ORDINANCE 2025-06**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING
MUNICIPAL CODE CHAPTER 13.12 PARKS, ADDING SECTION 13.12.130
CONCESSIONS.**

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

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the city to amend Chapter 13.12 Parks adding Section 13.12.130 Concessions.

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

SECTION 1: **AMENDMENT** “13.12.130 Concessions” of the Vineyard Municipal Code is hereby *amended* as follows:

AMENDMENT

13.12.130 Concessions

- A. License Required. No person, firm, corporation, or organization shall sell or offer for sale any food, beverage, or other item in any city-owned park without first having obtained a Vineyard City Business License, a valid signed contract agreement by Vineyard’s Parks & Recreation Director, and all other Utah State required licenses pertaining to the selling of concessions.
- B. Procedure for approval. Any person, firm, corporation, or organization desiring to sell concessions at a Vineyard City-owned park shall adhere to the city’s concession policy and submit an application online through the city’s website.
- C. Criminal Background Check. Each adult CONCESSIONAIRE employee shall complete and pass a criminal background check (See Vineyard City’s Background Check Policy for standards) before he/she is allowed to sell concessions.
- D. Limitations. The Vineyard Parks & Recreation Director shall not issue more than three Food Truck and one semi-permanent trailer/kiosk contract agreements to sell concessions at Vineyard Grove Park at any given time on non-event days. Concessions shall not be sold at city-owned parks, with the exception of Vineyard Grove Park.
 - 1. No concessionaire shall sell anything that is not approved on the menu by Vineyard’s Parks & Recreation Director. No concessionaire shall sell concessions beyond normal hours of operation (9am-9pm).
 - 2. No concessionaire shall erect, install, operate, nor cause or permit to be

erected, any sign, except as is professionally attached and displayed on the concessionaire's vehicle(s), without obtaining the specific written consent of Vineyard's Parks and Recreation Director. Vineyard's Parks and Recreation Director shall have the exclusive right to determine if, when, and where signs will be permitted.

3. Each concessionaire shall only sell concessions in the designated area(s).

E. Fees. All seasonal food trucks and semi-permanent trailer/kiosk concessionaires shall pay monthly fees as outlined in the Vineyard City Consolidated Fee Schedule to Vineyard City.

F. Insurance. Each concessionaire shall provide a valid document of minimum insurance requirements as designated by Vineyard City.

G. Penalty. Violation of any provision of this chapter shall be a class C misdemeanor.

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

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

SECTION 4: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from 5/28/2025 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Sara Cameron	_____	_____	_____	_____
Jacob Holdaway	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Brett Clawson	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder,
Vineyard

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 11, 2025

Agenda Item: Concession Offerings at Vineyard Grove Park (Resolution 2025-26)

Department: Parks & Recreation

Presenter: Brian Vawdrey

Background/Discussion:

Over the past couple of years, there have been various individuals, organizations, and vendors wanting to sell concessions at Vineyard Grove Park. Due to this interest, Vineyard staff is seeking City Council's approval of a policy to manage the selling of concessions at Vineyard Grove Park.

Vineyard City staff would like to allow up to three contracted food trucks to be allowed to sell concessions simultaneously at the designated area at Vineyard Grove Park. Each contracted food truck would be required to pay a monthly fee of \$500, due on the 25th of the month prior to the desired month of selling concessions. Each food truck would then be allowed to sell concessions however many days they want during their contracted period (between 9am-9pm each day). Presence at City events would not be allowed under this contract.

Vineyard City staff would also like to allow one vendor to provide a semi-permanent trailer/kiosk on a designated concrete slab located near the Vineyard Grove Park Splash Pad. This vendor would be required to pay a monthly fee of \$1000, with payment due by the 25th of the month prior to the desired month of selling concessions. The vendor would then be allowed to sell concessions however many days they want during their contracted period (between 9am-9pm each day). Presence at City events would not be allowed under this contract.

Any other concession offerings would not be permitted at Vineyard Grove Park.

Vineyard City staff considers this procedure to provide a variety of concession offerings to the Vineyard Community, be easy to manage, and be fiscally responsible.

Fiscal Impact:

\$9,000. The breakdown of this is estimated to be as follows:

- \$5,000 for the installation of an approximate 500 sq ft concrete slab near the Vineyard Grove Park Splash Pad.
- \$3,000 for providing access to power, water, and sewer drainage at the designated area for the semi-permanent snack shack area, located near the Vineyard Grove Park splash pad.
- \$1,000 for the re-striping of the parking lot in the designated area for food trucks so that there are 3 painted areas for the food trucks.

Recommendation:

Vineyard City staff recommends that City Council approve the attached Concessions policy for

managing the selling of concessions at Vineyard Grove Park.

Sample Motion:

"I move to adopt Resolution 2025-26 allowing consession at Grove Park as presented."

Attachments:

1. Evaluation Criteria
2. RES 2025-26 Park Concessions Policy
3. Food Truck Designated Areas
4. Semi-permanent Concession Location
5. Vineyard City Concessionaire Contract Agreement - Semi-permanent
6. Vineyard City Concessionaire Contract Agreement - Food Truck
7. Vineyard City Concessions Policy Document

Vineyard City Concessionaire Application Evaluation Criteria

SEMI-PERMANENT SNACK SHACK TRAILER/KIOSK

- 20% - Application completed and easy-to-read
- 20% - Positive Reviews from references
- 20% - Offer Variety of Menu items
- 20% - Menu items offered at a low cost
- 20% - Proposed Operating Times are consistent and would benefit the community

FOOD TRUCK

- 25% - Application completed and easy-to-read
- 25% - Positive Reviews from references
- 25% - Offer Variety of Menu items
- 25% - Menu items offered at a low cost

RESOLUTION NO. 2025-26

A RESOLUTION OF THE VINEYARD CITY COUNCIL ADOPTING A PARK
CONCESSIONS POLICY

WHEREAS, Vineyard City owns and/operates and maintains several Parks throughout the city; and

WHEREAS, companies have reached out to the city to allow/ or run concessions in the city owned/operated parks; and

WHEREAS, Vineyard City Council adopted an ordinance allowing for the sale of concessions in certain parks throughout the city; and

WHEREAS, the Vineyard City Council has determined that it is in the public interest, welfare and safety to adopt a Parks Concession Policy for the sale of concessions in certain parks within the city.

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

Section 1. Adoption. The Parks Concessions Policy, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted by the Vineyard City Council.

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

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

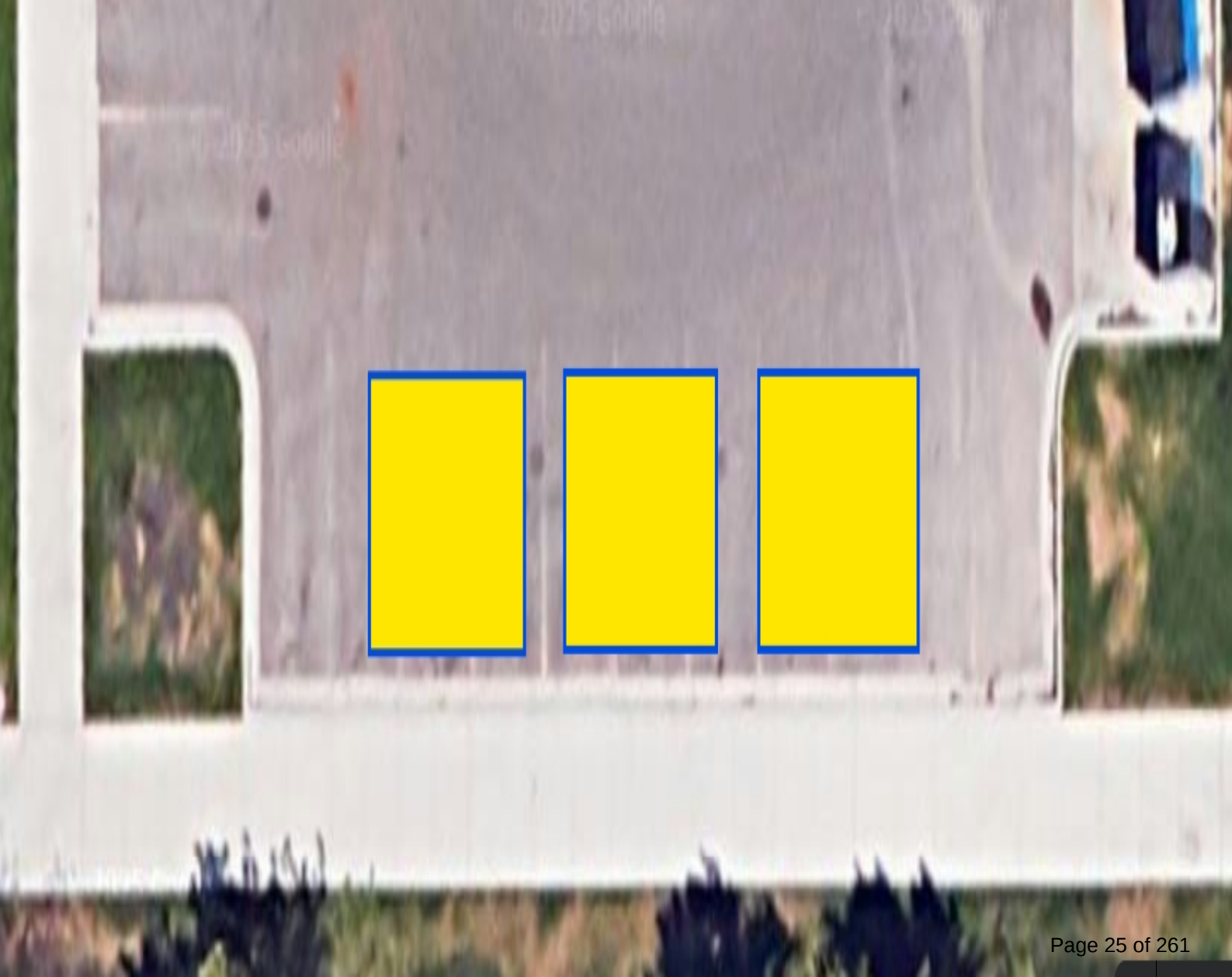
Passed and dated this 11th day of June 2025.

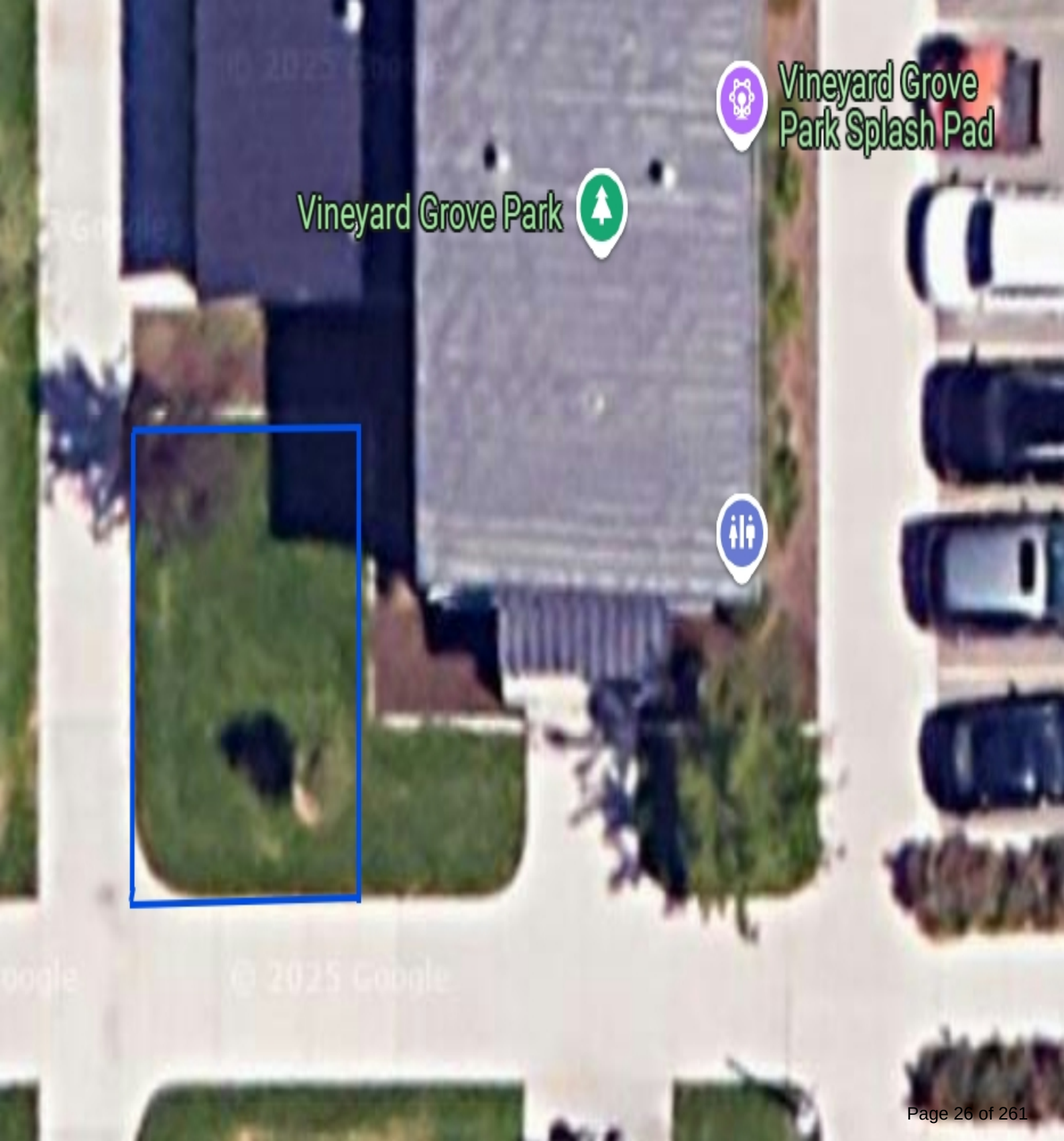
Julie Fullmer, Mayor

Attest:

Tony Lara, Deputy Recorder







© 2025 Google



Vineyard Grove
Park Splash Pad

Vineyard Grove Park



Google

© 2025 Google



Vineyard City Concessionaire Contract Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Vineyard, a Utah municipal corporation, herein referred to as the “CITY”, and _____, “CONCESSIONAIRE”.

WITNESSETH:

WHEREAS, the CITY desires to grant the CONCESSIONAIRE the privilege to provide concessional services at Vineyard Grove Park; and the CONCESSIONAIRE is willing to abide by all the standards within the CITY code and the CITY Concessions Policy; by signing below, the CITY hereby grants the CONCESSIONAIRE the right to operate a **SEMI-PERMANENT TRAILER/KIOSK** concession service to sell approved concession menu items in the designated area at Vineyard Grove Park on non-event days from _____ to _____, 2025 between the hours of 9am-9pm. By signing below, the CONCESSIONAIRE hereby accepts such right and agrees that he/she has read, understands, and will abide by the terms of the CITY Concessions Policy, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

SIGNATURES

CONCESSIONAIRE:

Print First and Last Name

Title

Signature

Date

CITY OF VINEYARD:

Signature of Parks and Recreation Director

Date

ATTACHMENT

EXHIBIT A. Vineyard City Concessions Policy Document:



Vineyard City Concessions Policy Document

I. Policy Statement

Vineyard City recognizes the value of providing concessional offerings at Vineyard Grove Park, which shall enhance the park experience for residents and visitors. This policy aims to establish guidelines for the permitting and operation of concessional services at Vineyard Grove Park, while ensuring various food and drink offerings, safety, and alignment with City values.

II. Eligibility

a. Food Truck

- i. Concessionaire must possess a valid Utah State Food Truck License, valid Food Handler's Permit for each employee staffing the food truck, and a valid Vineyard City Business License.

OR

b. Semi-permanent Snack Shack Trailer/Kiosk

- i. Concessionaire must be a duly registered and licensed legal entity, possess a valid Food Handler's Permit for each employee staffing the unit, and possess a valid Vineyard City Business License.

- ### III.
- In the "Policy Standards" section below, the City of Vineyard shall be referred to as "CITY" and the individual/group interested in selling concessions shall be referred to as "CONCESSIONAIRE".

Policy Standards:

1. **APPROVALS:** The CITY shall only approve contract agreements for up to three food truck CONCESSIONAIRES and up to one semi-permanent trailer/kiosk CONCESSIONAIRE to sell concessions at Vineyard Grove Park simultaneously.
2. **SELLING CONCESSIONS:** CONCESSIONAIRE is only permitted to sell concessions on non-event days during the time frame specified in the contract agreement. The event days include but are not limited to: Bunny Hop Egg Drop, Vineyard Days, Boo-A-Palooza, and the 9/11 Event. The Vineyard City Parks and Recreation Director shall have the exclusive right to determine what constitutes the events for the purposes of this paragraph 2.

3. **CONCESSION MENU.** The CONCESSIONAIRE shall submit to the CITY a list of all items to be sold by the CONCESSIONAIRE. The Vineyard City Parks & Recreation Director shall approve or modify the list to confirm items allowed to be sold by CONCESSIONAIRE (while ensuring that there isn't any redundancy in product offerings from two or more CONCESSIONAIRES during the same contracted time frame). The approved list shall constitute the Concession Menu. The CONCESSIONAIRE may not serve any item that differs or varies from the Concession Menu, without prior written approval from the Vineyard City Parks & Recreation Director. The parties specifically agree that the concession service provided herein does not include the right of the CONCESSIONAIRE to install and/or operate vending machines at the Named Site.
4. **CONCESSION STRUCTURES.** Permanent structures shall not be allowed on City property. The designated semi-permanent concession area shall be limited to a trailer or kiosk unit approved by the CITY and shall only be parked overnight during the months specified in the contract agreement. The food trucks shall only be in the designated food truck area during the time frame designated in the contract agreement and must be removed each day at the end of operating hours.
5. **DESIGNATED AREA FOR CONCESSION SERVICE.** No CONCESSIONAIRE shall park or drive any vehicle on city-owned property without the written approval of Vineyard City's Parks & Recreation Director. No CONCESSIONAIRE shall park in such a way as to block roads, present safety concerns, or park in any place other than in the assigned designated area. The Vineyard City Parks & Recreation Director shall have the exclusive right to determine the CONCESSIONAIRE'S setup location.

NAMED SITE for Allowed Concession Service:

A. Vineyard Grove Park (350 N 100 E, Vineyard, UT, 84059)

6. **COST OF OPERATION.** The CONCESSIONAIRE agrees that the entire cost of operation and maintenance of the concession service shall be the CONCESSIONAIRE's sole obligation.
7. **FIRE INSPECTION FEE.** All contracted CONCESSIONAIRES shall pay the required Orem Fire Department Inspection Fee and pass the Orem Fire Department fire inspection prior to selling concessions at the Named Site.
8. **PAYMENT TO THE CITY.** The contracted Semi-Permanent Trailer/Kiosk CONCESSIONAIRE shall pay Vineyard City a flat fee of \$1,000 per month. The contracted Food Truck CONCESSIONAIRES shall pay Vineyard City a flat fee of \$500 per month. Each contracted CONCESSIONAIRE must submit payment to Vineyard City by the 25th of the month prior to the month the CONCESSIONAIRE is desiring to sell concessions. Late fees are to accrue at \$25 per day after the payment due date. If full payment + late fees (if applicable) are not made by the 30th of the month, the CONCESSIONAIRE's contract agreement may be terminated. All credit card payments are subject to a 3% transaction fee.
9. **SANITATION.** Any area utilized by the CONCESSIONAIRE for its activities of supplying concession service at Vineyard Grove Park, shall be kept clean, disinfected and deodorized, and all refuse shall be collected in trash cans lined with plastic bags. The CONCESSIONAIRE's employee(s) shall do a trash sweep prior to leaving Vineyard Grove Park each day.

10. **MUSIC.** CONCESSIONAIRE shall not portray any form of music at any time, other than within the CONCESSIONAIRE's vehicle for the benefit of the CONCESSIONAIRE staff.
11. **COMPLIANCE WITH LAWS.** CONCESSIONAIRE agrees to strictly observe all laws, rules, regulations and ordinances of the State of Utah, Utah County, Utah County Health Department, and the City of Vineyard, which in any respect relates to the business conducted by CONCESSIONAIRE, as well as all rules, policies, and regulations at Vineyard Grove Park which are now in force or may hereafter be promulgated. CONCESSIONAIRE shall obtain and maintain a valid food handler's permit for each employee staffing the CONCESSIONAIRE from the Utah County Health Department. CONCESSIONAIRE shall obtain and maintain a valid Vineyard City Business License. CONCESSIONAIRE shall be responsible for paying all taxes and insurance, including but not limited to, federal and state income taxes, social security and Medicare taxes, liability insurance, and Worker's Compensation Insurance as may be required by the State of Utah. The CITY shall have the right to inspect the Concession structure, equipment, etc., at all reasonable times. Failure by the CONCESSIONAIRE to comply with any of said laws, rules, regulations, ordinances, or policies may be cause for termination of this Agreement by the CITY.
12. **INDEMNITY.** CONCESSIONAIRE shall indemnify and hold harmless the CITY, its officers, employees, representatives and agents against all claims, demands, causes of action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the CONCESSIONAIRE's activities pursuant to this Agreement. In the event of any such claims made or suits filed against the CITY, the CITY shall give CONCESSIONAIRE prompt written notice. CONCESSIONAIRE agrees to defend against any claims brought or actions filed against the CITY, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, CONCESSIONAIRE agrees that the CITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the CONCESSIONAIRE, jointly or severally, and if not, CONCESSIONAIRE will employ appropriate and necessary legal services subject to the CITY's approval.
13. **GENERAL LIABILITY INSURANCE.** CONCESSIONAIRE agrees that it will provide Commercial General Liability insurance for personal injury and property damage or loss with a carrier authorized to do business in the State of Utah under a General Comprehensive Policy of no less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, personal injury and property damage, Two Million Dollars (\$2,000,000) aggregate, for the benefit of the CITY and naming the CITY as co-insured for the result of any liability arising out of CONCESSIONAIRE's activities pursuant to this Agreement. CONCESSIONAIRE agrees that the CITY shall not be responsible for loss or damage sustained by the acts of CONCESSIONAIRE or the acts of any third party, including but not limited to acts of vandalism or theft.
14. **AUTOMOBILE LIABILITY INSURANCE.** CONCESSIONAIRE agrees that it will provide automobile liability insurance with a carrier authorized to do business in the State of Utah of no less than One Million Dollars (\$1,000,000.00) per occurrence.

15. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY.** CONCESSIONAIRE agrees that it will provide Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
16. **OTHER INSURANCE PROVISIONS.** The policies are to contain, or be endorsed to contain, the following provisions:
- a. General Liability and Automobile Liability Coverages
 - i. Vineyard City, its officers, officials, employees and volunteers are to be covered as additional insured as respects to: liability arising out of activities performed by or on behalf of CONCESSIONAIRE; products and completed operations of the CONCESSIONAIRE; premises owned, leased, hired or borrowed by CONCESSIONAIRE. The coverage shall contain no special limitations on the scope of protection afforded to Vineyard City, its officers, officials, employees or volunteers.
 - ii. CONCESSIONAIRE's insurance coverage shall be the primary insurance as respects to Vineyard City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Vineyard City, its officers, officials, employees or volunteers, shall be in excess of CONCESSIONAIRE's insurance and shall not contribute to it.
 - iii. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Vineyard City, its officers, officials, employees or volunteers.
 - iv. CONCESSIONAIRE's insurance shall apply separately to each insured against whom claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
17. **ACCEPTANCE OF INSURERS.** Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A.M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the CITY's attorney.
18. **VERIFICATION OF COVERAGE.** CONCESSIONAIRE shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to the CITY before the concession service begins. The CITY reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.
19. **NOTICE OF INCIDENT OR ACCIDENT.** CONCESSIONAIRE agrees that it will promptly disclose to the CITY all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.
20. **INDEPENDENT CONTRACTOR.** CONCESSIONAIRE is an independent contractor and not an employee or agent of the CITY. CONCESSIONAIRE and its employees are not entitled to any benefits from the CITY. The CITY shall not in any way for any purpose become an agent, partner or joint user of CONCESSIONAIRE in its business or otherwise. Except as herein provided,

operation of the concession service shall be within the exclusive control and possession of the CONCESSIONAIRE.

21. **DISCRIMINATION.** CONCESSIONAIRE agrees that he/she, and his/her employees, will not discriminate against any member of the public because of race, creed, color, religion, age, sex or national origin, either in employment or service.
22. **TERM OF AGREEMENT.** The contract agreement shall commence on the date of signing and continue through the end of the time frame specified on the contract agreement.
23. **TERMINATION.** Either party shall have the right to terminate the contract agreement for any reason upon giving fourteen (14) days advanced notice in writing to the other party of such termination. In addition, the CITY may terminate the contract agreement at any time there is a default by CONCESSIONAIRE of any covenant or condition contained herein by giving the CONCESSIONAIRE written notice that specifies the area of default, and said default is not cured or remedied within a period of five (5) days from the date the notice is delivered.
24. **CANCELLATION.** If any activity or event is canceled due to weather, natural disaster, or other conditions beyond the control of the parties, no reimbursement of concession service fees or licensing fees will be returned to the CONCESSIONAIRE.
25. **LIMIT ON ACTIVITIES.** CONCESSIONAIRE shall not by reason of any of the privileges granted to it under the terms of this policy have any right whatsoever to direct or interfere with any of the activities conducted at Vineyard Grove Park, other than to conduct the concession services which are specifically reserved to the CONCESSIONAIRE by the contract agreement. No CONCESSIONAIRE shall solicit concession offerings to park attendees.
26. **SIGNS.** CONCESSIONAIRE shall not erect, install, operate, nor cause or permit to be erected, any sign, except as is professionally attached and displayed on the CONCESSIONAIRES vehicle(s), without obtaining the specific written consent of the CITY's Parks and Recreation Director. The CITY's Parks and Recreation Director shall have the exclusive right to determine if, when, and where signs will be permitted. The CITY will allow each contracted CONCESSIONAIRE to submit a flyer with its approved concession menu. The CITY will then place the approved flyer on two A-frames within the boundaries of Vineyard Grove Park to help advertise each CONCESSIONAIRE's approved menu. The CITY is not liable for any damage occurred to the flyers on the provided A-frames. The CONCESSIONAIRES are not permitted to move the A-frame sign(s) or adjust any of the flyers on the A-frame sign(s) in any way.
27. **LICENSE POSTING.** All contracted CONCESSIONAIRES shall post their CITY Business License to their CONCESSIONAIRE vehicle in a location that is easily visible.
28. **NO ASSIGNMENT.** This contract agreement is personal to the CONCESSIONAIRE and shall not be assigned to any other person and/or entity. CONCESSIONAIRE shall not permit the use of any portion of the contract agreement by a third party.
29. **ENTIRE AGREEMENT.** This policy document contains standards for the contract agreement of the parties with respect to the subject matter hereof and any negotiation between both parties.

30. **SEVERABILITY.** Any provision of this contract, which is determined to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
31. **MISCELLANEOUS.** The parties agree that this policy shall be interpreted in accordance with the laws of the State of Utah. The parties executing the contract agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.



Vineyard City Concessionaire Contract Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Vineyard, a Utah municipal corporation, herein referred to as the “CITY”, and _____, “CONCESSIONAIRE”.

WITNESSETH:

WHEREAS, the CITY desires to grant the CONCESSIONAIRE the privilege to provide concessional services at Vineyard Grove Park; and the CONCESSIONAIRE is willing to abide by all the standards within the CITY code and the CITY Concessions Policy; by signing below, the CITY hereby grants the CONCESSIONAIRE the right to operate a **FOOD TRUCK** concession service to sell approved concession menu items in the designated area at Vineyard Grove Park on non-event days from _____ to _____, 2025 between the hours of 9am-9pm. By signing below, the CONCESSIONAIRE hereby accepts such right and agrees that he/she has read, understands, and will abide by the terms of the CITY Concessions Policy, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

SIGNATURES

CONCESSIONAIRE:

Print First and Last Name

Title

Signature

Date

CITY OF VINEYARD:

Signature of Parks and Recreation Director

Date

ATTACHMENT

EXHIBIT A. Vineyard City Concessions Policy Document:



Vineyard City Concessions Policy Document

I. Policy Statement

Vineyard City recognizes the value of providing concessional offerings at Vineyard Grove Park, which shall enhance the park experience for residents and visitors. This policy aims to establish guidelines for the permitting and operation of concessional services at Vineyard Grove Park, while ensuring various food and drink offerings, safety, and alignment with City values.

II. Eligibility

a. Food Truck

- i. Concessionaire must possess a valid Utah State Food Truck License, valid Food Handler's Permit for each employee staffing the food truck, and a valid Vineyard City Business License.

OR

b. Semi-permanent Snack Shack Trailer/Kiosk

- i. Concessionaire must be a duly registered and licensed legal entity, possess a valid Food Handler's Permit for each employee staffing the unit, and possess a valid Vineyard City Business License.

III. In the "Policy Standards" section below, the City of Vineyard shall be referred to as "CITY" and the individual/group interested in selling concessions shall be referred to as "CONCESSIONAIRE".

Policy Standards:

1. **APPROVALS:** The CITY shall only approve contract agreements for up to three food truck CONCESSIONAIRES and up to one semi-permanent trailer/kiosk CONCESSIONAIRE to sell concessions at Vineyard Grove Park simultaneously.
2. **SELLING CONCESSIONS:** CONCESSIONAIRE is only permitted to sell concessions on non-event days during the time frame specified in the contract agreement. The event days include but are not limited to: Bunny Hop Egg Drop, Vineyard Days, Boo-A-Palooza, and the 9/11 Event. The Vineyard City Parks and Recreation Director shall have the exclusive right to determine what constitutes the events for the purposes of this paragraph 2.
3. **CONCESSION MENU.** The CONCESSIONAIRE shall submit to the CITY a list of all items to be sold by the CONCESSIONAIRE. The Vineyard City Parks & Recreation Director shall approve

or modify the list to confirm items allowed to be sold by CONCESSIONAIRE (while ensuring that there isn't any redundancy in product offerings from two or more CONCESSIONAIRES during the same contracted time frame). The approved list shall constitute the Concession Menu. The CONCESSIONAIRE may not serve any item that differs or varies from the Concession Menu, without prior written approval from the Vineyard City Parks & Recreation Director. The parties specifically agree that the concession service provided herein does not include the right of the CONCESSIONAIRE to install and/or operate vending machines at the Named Site.

4. **CONCESSION STRUCTURES.** Permanent structures shall not be allowed on City property. The designated semi-permanent concession area shall be limited to a trailer or kiosk unit approved by the CITY and shall only be parked overnight during the months specified in the contract agreement. The food trucks shall only be in the designated food truck area during the time frame designated in the contract agreement and must be removed each day at the end of operating hours.
5. **DESIGNATED AREA FOR CONCESSION SERVICE.** No CONCESSIONAIRE shall park or drive any vehicle on city-owned property without the written approval of Vineyard City's Parks & Recreation Director. No CONCESSIONAIRE shall park in such a way as to block roads, present safety concerns, or park in any place other than in the assigned designated area. The Vineyard City Parks & Recreation Director shall have the exclusive right to determine the CONCESSIONAIRE'S setup location.

NAMED SITE for Allowed Concession Service:

A. Vineyard Grove Park (350 N 100 E, Vineyard, UT, 84059)

6. **COST OF OPERATION.** The CONCESSIONAIRE agrees that the entire cost of operation and maintenance of the concession service shall be the CONCESSIONAIRE's sole obligation.
7. **FIRE INSPECTION FEE.** All contracted CONCESSIONAIRES shall pay the required Orem Fire Department Inspection Fee and pass the Orem Fire Department fire inspection prior to selling concessions at the Named Site.
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9. **SANITATION.** Any area utilized by the CONCESSIONAIRE for its activities of supplying concession service at Vineyard Grove Park, shall be kept clean, disinfected and deodorized, and all refuse shall be collected in trash cans lined with plastic bags. The CONCESSIONAIRE's employee(s) shall do a trash sweep prior to leaving Vineyard Grove Park each day.
10. **MUSIC.** CONCESSIONAIRE shall not portray any form of music at any time, other than within the CONCESSIONAIRE's vehicle for the benefit of the CONCESSIONAIRE staff.

11. **COMPLIANCE WITH LAWS.** CONCESSIONAIRE agrees to strictly observe all laws, rules, regulations and ordinances of the State of Utah, Utah County, Utah County Health Department, and the City of Vineyard, which in any respect relates to the business conducted by CONCESSIONAIRE, as well as all rules, policies, and regulations at Vineyard Grove Park which are now in force or may hereafter be promulgated. CONCESSIONAIRE shall obtain and maintain a valid food handler's permit for each employee staffing the CONCESSIONAIRE from the Utah County Health Department. CONCESSIONAIRE shall obtain and maintain a valid Vineyard City Business License. CONCESSIONAIRE shall be responsible for paying all taxes and insurance, including but not limited to, federal and state income taxes, social security and Medicare taxes, liability insurance, and Worker's Compensation Insurance as may be required by the State of Utah. The CITY shall have the right to inspect the Concession structure, equipment, etc., at all reasonable times. Failure by the CONCESSIONAIRE to comply with any of said laws, rules, regulations, ordinances, or policies may be cause for termination of this Agreement by the CITY.
12. **INDEMNITY.** CONCESSIONAIRE shall indemnify and hold harmless the CITY, its officers, employees, representatives and agents against all claims, demands, causes of action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the CONCESSIONAIRE's activities pursuant to this Agreement. In the event of any such claims made or suits filed against the CITY, the CITY shall give CONCESSIONAIRE prompt written notice. CONCESSIONAIRE agrees to defend against any claims brought or actions filed against the CITY, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, CONCESSIONAIRE agrees that the CITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the CONCESSIONAIRE, jointly or severally, and if not, CONCESSIONAIRE will employ appropriate and necessary legal services subject to the CITY's approval.
13. **GENERAL LIABILITY INSURANCE.** CONCESSIONAIRE agrees that it will provide Commercial General Liability insurance for personal injury and property damage or loss with a carrier authorized to do business in the State of Utah under a General Comprehensive Policy of no less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, personal injury and property damage, Two Million Dollars (\$2,000,000) aggregate, for the benefit of the CITY and naming the CITY as co-insured for the result of any liability arising out of CONCESSIONAIRE's activities pursuant to this Agreement. CONCESSIONAIRE agrees that the CITY shall not be responsible for loss or damage sustained by the acts of CONCESSIONAIRE or the acts of any third party, including but not limited to acts of vandalism or theft.
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15. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY.** CONCESSIONAIRE agrees that it will provide Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.

16. **OTHER INSURANCE PROVISIONS.** The policies are to contain, or be endorsed to contain, the following provisions:
- a. General Liability and Automobile Liability Coverages
 - i. Vineyard City, its officers, officials, employees and volunteers are to be covered as additional insured as respects to: liability arising out of activities performed by or on behalf of CONCESSIONAIRE; products and completed operations of the CONCESSIONAIRE; premises owned, leased, hired or borrowed by CONCESSIONAIRE. The coverage shall contain no special limitations on the scope of protection afforded to Vineyard City, its officers, officials, employees or volunteers.
 - ii. CONCESSIONAIRE's insurance coverage shall be the primary insurance as respects to Vineyard City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Vineyard City, its officers, officials, employees or volunteers, shall be in excess of CONCESSIONAIRE's insurance and shall not contribute to it.
 - iii. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Vineyard City, its officers, officials, employees or volunteers.
 - iv. CONCESSIONAIRE's insurance shall apply separately to each insured against whom claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
17. **ACCEPTANCE OF INSURERS.** Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A.M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the CITY's attorney.
18. **VERIFICATION OF COVERAGE.** CONCESSIONAIRE shall furnish the CITY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to the CITY before the concession service begins. The CITY reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.
19. **NOTICE OF INCIDENT OR ACCIDENT.** CONCESSIONAIRE agrees that it will promptly disclose to the CITY all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.
20. **INDEPENDENT CONTRACTOR.** CONCESSIONAIRE is an independent contractor and not an employee or agent of the CITY. CONCESSIONAIRE and its employees are not entitled to any benefits from the CITY. The CITY shall not in any way for any purpose become an agent, partner or joint user of CONCESSIONAIRE in its business or otherwise. Except as herein provided, operation of the concession service shall be within the exclusive control and possession of the CONCESSIONAIRE.
21. **DISCRIMINATION.** CONCESSIONAIRE agrees that he/she, and his/her employees, will not discriminate against any member of the public because of race, creed, color, religion, age, sex or national origin, either in employment or service.

22. **TERM OF AGREEMENT.** The contract agreement shall commence on the date of signing and continue through the end of the time frame specified on the contract agreement.
23. **TERMINATION.** Either party shall have the right to terminate the contract agreement for any reason upon giving fourteen (14) days advanced notice in writing to the other party of such termination. In addition, the CITY may terminate the contract agreement at any time there is a default by CONCESSIONAIRE of any covenant or condition contained herein by giving the CONCESSIONAIRE written notice that specifies the area of default, and said default is not cured or remedied within a period of five (5) days from the date the notice is delivered.
24. **CANCELLATION.** If any activity or event is canceled due to weather, natural disaster, or other conditions beyond the control of the parties, no reimbursement of concession service fees or licensing fees will be returned to the CONCESSIONAIRE.
25. **LIMIT ON ACTIVITIES.** CONCESSIONAIRE shall not by reason of any of the privileges granted to it under the terms of this policy have any right whatsoever to direct or interfere with any of the activities conducted at Vineyard Grove Park, other than to conduct the concession services which are specifically reserved to the CONCESSIONAIRE by the contract agreement. No CONCESSIONAIRE shall solicit concession offerings to park attendees.
26. **SIGNS.** CONCESSIONAIRE shall not erect, install, operate, nor cause or permit to be erected, any sign, except as is professionally attached and displayed on the CONCESSIONAIRES vehicle(s), without obtaining the specific written consent of the CITY's Parks and Recreation Director. The CITY's Parks and Recreation Director shall have the exclusive right to determine if, when, and where signs will be permitted. The CITY will allow each contracted CONCESSIONAIRE to submit a flyer with its approved concession menu. The CITY will then place the approved flyer on two A-frames within the boundaries of Vineyard Grove Park to help advertise each CONCESSIONAIRE's approved menu. The CITY is not liable for any damage occurred to the flyers on the provided A-frames. The CONCESSIONAIRES are not permitted to move the A-frame sign(s) or adjust any of the flyers on the A-frame sign(s) in any way.
27. **LICENSE POSTING.** All contracted CONCESSIONAIRES shall post their CITY Business License to their CONCESSIONAIRE vehicle in a location that is easily visible.
28. **NO ASSIGNMENT.** This contract agreement is personal to the CONCESSIONAIRE and shall not be assigned to any other person and/or entity. CONCESSIONAIRE shall not permit the use of any portion of the contract agreement by a third party.
29. **ENTIRE AGREEMENT.** This policy document contains standards for the contract agreement of the parties with respect to the subject matter hereof and any negotiation between both parties.
30. **SEVERABILITY.** Any provision of this contract, which is determined to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
31. **MISCELLANEOUS.** The parties agree that this policy shall be interpreted in accordance with the laws of the State of Utah. The parties executing the contract agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.



Vineyard City Concessions Policy Document

I. Policy Statement

Vineyard City recognizes the value of providing concessional offerings at Vineyard Grove Park, which shall enhance the park experience for residents and visitors. This policy aims to establish guidelines for the permitting and operation of concessional services at Vineyard Grove Park, while ensuring various food and drink offerings, safety, and alignment with City values.

II. Eligibility

a. Food Truck

- i. Concessionaire must possess a valid Utah State Food Truck License, valid Food Handler's Permit for each employee staffing the food truck, and a valid Vineyard City Business License.

OR

b. Semi-permanent Snack Shack Trailer/Kiosk

- i. Concessionaire must be a duly registered and licensed legal entity, possess a valid Food Handler's Permit for each employee staffing the unit, and possess a valid Vineyard City Business License.

III. In the "Policy Standards" section below, the City of Vineyard shall be referred to as "CITY" and the individual/group interested in selling concessions shall be referred to as "CONCESSIONAIRE".

Policy Standards:

1. **APPROVALS:** The CITY shall only approve contract agreements for up to three food truck CONCESSIONAIRES and up to one semi-permanent trailer/kiosk CONCESSIONAIRE to sell concessions at Vineyard Grove Park simultaneously.
2. **SELLING CONCESSIONS:** CONCESSIONAIRE is only permitted to sell concessions on non-event days during the time frame specified in the contract agreement. The event days include but are not limited to: Bunny Hop Egg Drop, Vineyard Days, Boo-A-Palooza, and the 9/11 Event. The Vineyard City Parks and Recreation Director shall have the exclusive right to determine what constitutes the events for the purposes of this paragraph 2.

3. **CONCESSION MENU.** The CONCESSIONAIRE shall submit to the CITY a list of all items to be sold by the CONCESSIONAIRE. The Vineyard City Parks & Recreation Director shall approve or modify the list to confirm items allowed to be sold by CONCESSIONAIRE (while ensuring that there isn't any redundancy in product offerings from two or more CONCESSIONAIRES during the same contracted time frame). The approved list shall constitute the Concession Menu. The CONCESSIONAIRE may not serve any item that differs or varies from the Concession Menu, without prior written approval from the Vineyard City Parks & Recreation Director. The parties specifically agree that the concession service provided herein does not include the right of the CONCESSIONAIRE to install and/or operate vending machines at the Named Site.
4. **CONCESSION STRUCTURES.** Permanent structures shall not be allowed on City property. The designated semi-permanent concession area shall be limited to a trailer or kiosk unit approved by the CITY and shall only be parked overnight during the months specified in the contract agreement. The food trucks shall only be in the designated food truck area during the time frame designated in the contract agreement and must be removed each day at the end of operating hours.
5. **DESIGNATED AREA FOR CONCESSION SERVICE.** No CONCESSIONAIRE shall park or drive any vehicle on city-owned property without the written approval of Vineyard City's Parks & Recreation Director. No CONCESSIONAIRE shall park in such a way as to block roads, present safety concerns, or park in any place other than in the assigned designated area. The Vineyard City Parks & Recreation Director shall have the exclusive right to determine the CONCESSIONAIRE'S setup location.

NAMED SITE for Allowed Concession Service:

A. Vineyard Grove Park (350 N 100 E, Vineyard, UT, 84059)

6. **COST OF OPERATION.** The CONCESSIONAIRE agrees that the entire cost of operation and maintenance of the concession service shall be the CONCESSIONAIRE's sole obligation.
7. **FIRE INSPECTION FEE.** All contracted CONCESSIONAIRES shall pay the required Orem Fire Department Inspection Fee and pass the Orem Fire Department fire inspection prior to selling concessions at the Named Site.
8. **PAYMENT TO THE CITY.** The contracted Semi-Permanent Trailer/Kiosk CONCESSIONAIRE shall pay Vineyard City a flat fee of \$1,000 per month. The contracted Food Truck CONCESSIONAIRES shall pay Vineyard City a flat fee of \$500 per month. Each contracted CONCESSIONAIRE must submit payment to Vineyard City by the 25th of the month prior to the month the CONCESSIONAIRE is desiring to sell concessions. Late fees are to accrue at \$25 per day after the payment due date. If full payment + late fees (if applicable) are not made by the 30th of the month, the CONCESSIONAIRE's contract agreement may be terminated. All credit card payments are subject to a 3% transaction fee.
9. **SANITATION.** Any area utilized by the CONCESSIONAIRE for its activities of supplying concession service at Vineyard Grove Park, shall be kept clean, disinfected and deodorized, and all refuse shall be collected in trash cans lined with plastic bags. The CONCESSIONAIRE's employee(s) shall do a trash sweep prior to leaving Vineyard Grove Park each day.

10. **MUSIC.** CONCESSIONAIRE shall not portray any form of music at any time, other than within the CONCESSIONAIRE's vehicle for the benefit of the CONCESSIONAIRE staff.
11. **CRIMINAL BACKGROUND CHECK.** Each adult CONCESSIONAIRE employee shall complete and pass a criminal background check (See Vineyard City's Background Check Policy for standards) before he/she is allowed to sell concessions.
12. **COMPLIANCE WITH LAWS.** CONCESSIONAIRE agrees to strictly observe all laws, rules, regulations and ordinances of the State of Utah, Utah County, Utah County Health Department, and the City of Vineyard, which in any respect relates to the business conducted by CONCESSIONAIRE, as well as all rules, policies, and regulations at Vineyard Grove Park which are now in force or may hereafter be promulgated. CONCESSIONAIRE shall obtain and maintain a valid food handler's permit for each employee staffing the CONCESSIONAIRE from the Utah County Health Department. CONCESSIONAIRE shall obtain and maintain a valid Vineyard City Business License. CONCESSIONAIRE shall be responsible for paying all taxes and insurance, including but not limited to, federal and state income taxes, social security and Medicare taxes, liability insurance, and Worker's Compensation Insurance as may be required by the State of Utah. The CITY shall have the right to inspect the Concession structure, equipment, etc., at all reasonable times. Failure by the CONCESSIONAIRE to comply with any of said laws, rules, regulations, ordinances, or policies may be cause for termination of this Agreement by the CITY.
13. **INDEMNITY.** CONCESSIONAIRE shall indemnify and hold harmless the CITY, its officers, employees, representatives and agents against all claims, demands, causes of action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the CONCESSIONAIRE's activities pursuant to this Agreement. In the event of any such claims made or suits filed against the CITY, the CITY shall give CONCESSIONAIRE prompt written notice. CONCESSIONAIRE agrees to defend against any claims brought or actions filed against the CITY, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, CONCESSIONAIRE agrees that the CITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the CONCESSIONAIRE, jointly or severally, and if not, CONCESSIONAIRE will employ appropriate and necessary legal services subject to the CITY's approval.
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31. **SEVERABILITY.** Any provision of this contract, which is determined to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
32. **MISCELLANEOUS.** The parties agree that this policy shall be interpreted in accordance with the laws of the State of Utah. The parties executing the contract agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 11, 2025

Agenda Item: Approval of the Parks and Recreation Master Plan and Impact Fee Analysis (Ordinance 2025-01)

Department: Parks & Recreation

Presenter: Brian Vawdrey, Laura Smith

Background/Discussion:

Vineyard City started working with MGB+A and CRSA in the Spring of 2024 to create a Parks & Recreation Master Plan for the City. The purpose of the plan is to create a vision for the Parks & Recreation Department that provides future facility/amenity recommendations for the next 20 years, based off of national standards, existing Vineyard City master plans, community feedback, and staff feedback. In conjunction with this Parks & Recreation Master Plan, Zions Bank Finance performed a Parks Impact Fee Analysis.

Vineyard's Parks & Recreation mission is to foster a sense of community, promote health and wellness, and conserve the natural beauty of Vineyard by creating inclusive, safe, and enjoyable spaces that inspire active lifestyles and lifelong memories.

Fiscal Impact:

No new funding is necessary for the delivery of this Parks & Recreation Master Plan.

Recommendation:

Staff recommends approving the Parks and Recreation Master Plan as presented.

Sample Motion:

"I move to adopt Ordinance 2025-01 approval of the Parks and Recreation Master Plan as presented."

Attachments:

1. ORD 2025-01 for Parks and Recreation Master Plan
2. Vineyard Parks IFA Report
3. Vineyard Parks IFFP Report
4. Vineyard Parks and Recreation Master Plan 6.2.25

Ordinance 2025-01
Parks and Recreation Master Plan

AN ORDINANCE ADOPTING THE PARKS AND RECREATION MASTER PLAN OF VINEYARD CITY, ESTABLISHING POLICIES TO PROMOTE AND ENHANCE PARKS AND RECREATION PROGRAMS, IDENTIFYING OBSTACLES AND EXISTING CONDITIONS, CREATES GOALS AND PRIORITY PROJECTS, PROVIDES MAPS IDENTIFYING PRIORITY PROJECTS AND DEVELOPMENT STANDARDS FOR PARKS AND RECREATION INFRASTRUCTURE AND PROGRAMS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in compliance with Utah State Municipal Land Use, Development, and Management Act (LUDMA), the City established a master plan as a companion document to the General Plan; and

WHEREAS, the state legislature has required that a municipality shall prepare and adopt a comprehensive, long-range general plan for the present and future needs of the municipality and the growth and development of all or any part of the land within the municipality; and

WHEREAS, the Planning Commission held a public hearing on March 19, 2025, and after fully considering public comment and staff recommendations, recommended approval to the City Council; and

WHEREAS, the City Council reviewed The Parks and Recreation Master Plan and held a public hearing on March 26, 2025, and after fully considering public comment, staff and Planning Commission's recommendations, evidence and testimony presented by the City, staff and other interested parties.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1: VINEYARD PARKS AND RECREATION MASTER PLAN is hereby adopted. Attached as exhibit A.

Section 2: REPEALER CLAUSE. All City plans, which are in conflict with the Vineyard Parks and Recreation Master Plan herewith are hereby repealed.

Section 3: SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: PUBLICATION. This Ordinance, or a summary thereof, shall be published according to state code and shall take effect immediately upon its passage, approval, and publication.

Section 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

Mayor Julie Fullmer

Attest

Pamela Spencer City Recorder





VINEYARD CITY

DRAFT Parks, Recreation, Open Space and Trails Impact Fee Analysis

January 2025



ZIONS PUBLIC FINANCE, INC.

Table of Contents

Summary of Impact Fee Analysis (IFA) 2

 Impact on Consumption of Existing Capacity - *Utah Code 11-36a-304(1)(a)*.....2

 Impact on System Improvements by Anticipated Development Activity - *Utah Code 11-36a-304(1)(b)*3

 Relationship of Anticipated Impacts to Anticipated Development Activity - *Utah Code 11-36a-304(1)(c)*3

 Proportionate Share Analysis - *Utah Code 11-36a-304(1)(d)(i)(ii)*3

 Manner of Financing - *Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h)*4

Utah Code 11-36a 5

Impact Fee Analysis 7

Impact on Consumption of Existing Capacity 7

Impact on System Improvements by Anticipated Development Activity 7

 Demand Placed on Facilities by New Development Activity7

Relationship of Anticipated Impacts to Anticipated Development Activity11

Proportionate Share Analysis12

 Costs Reasonably Related to New Development Activity..... 12

Impact Fee Credits13

Manner of Financing13

Certification15

Summary of Impact Fee Analysis (IFA)

Vineyard City (“the City”) is experiencing population growth that is increasing demand at its existing parks and trails. The City has therefore determined that it is necessary to consider the enactment of a Parks and Trails Impact Fee so that new development pays for its fair share of the cost of these types of facilities.

The City has determined that there is one service area citywide for parks and trails, and that there is no excess capacity in any of its parks or trails facilities.

Projections for population growth in the City are as follows:

TABLE 1: PROJECTED POPULATION GROWTH, 2024-2034

Year	Population
2024	18,176
2025	19,371
2026	20,644
2027	22,001
2028	23,447
2029	24,988
2030	26,631
2031	27,663
2032	28,735
2033	29,849
2034	31,006
Population Growth, 2024-2034	12,830

Source: Mountainland Association of Government, September 2024

This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity - *Utah Code 11-36a-304(1)(a)*

The IFFP considers only *system* park and trail facilities for the purpose of calculating impact fees. *Project* park and trail facilities cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the City and the consultants, a *system* park and trail facility is defined as a facility that serves more than one local development area.

Existing service levels are based on the 2024 levels of service in the City for parks and trails. While the City has a total of 67.06 park acres, many of those parks were donated, project parks or acquired with grant funds, thereby leaving a total of 46.49 impact-fee eligible acres. This calculates to an impact-fee-eligible standard of 2.56 acres per 1,000 persons.

Impact on System Improvements by Anticipated Development Activity - Utah Code 11-36a-304(1)(b)

Table 2 shows the declining service levels that will occur in the City due to the projected population growth in the next ten years if no new facilities are added. Service levels for parks are shown in terms of acres per 1,000 persons and in terms of cost per capita. Service levels for trails are shown in miles per 1,000 persons and cost per capita.

TABLE 2: IMPACTS TO SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

	2024 Service Levels – Acres/Miles per 1,000 Persons	2034 Service Levels – Acres/Miles per 1,000 Persons	Investment LOS 2024 per Capita	Investment LOS 2034 per Capita
Parks	2.56	1.50	\$707.81	\$414.93
Trails – Concrete	0.0112	0.0065	\$7.08	\$4.15
Trails – Asphalt	1.1038	0.6471	\$466.26	\$273.33
Trails - Trex	0.0022	0.0013	\$2.36	\$1.38

Relationship of Anticipated Impacts to Anticipated Development Activity - Utah Code 11-36a-304(1)(c)

The demand placed on existing public park and trail facilities by new development activity is attributable to population growth. Vineyard has a 2024 population of 18,176 and, as a result of anticipated development activity, will grow to a projected population of 31,006 by 2034 – an increase of 12,830 persons. As growth occurs as a result of increased development activity, more parks and trail facilities are needed to maintain existing service levels and to reach proposed service levels.

In order to maintain the existing level of service, the projected population growth attributed to new development over the next ten years will require the construction of park facilities in the amount of \$9,081,244 and trail facilities in the amount of \$6,103,196.

Proportionate Share Analysis - Utah Code 11-36a-304(1)(d)(i)(ii)

Costs Reasonably Related to New Development Activity

The cost of new system improvements required to maintain the service levels related to new development activity are based on the costs of system facilities, and the consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

TABLE 3: CALCULATION OF COST PER CAPITA

Summary	Per Capita
Park Improvements	\$707.81
Trail Improvements	\$475.70
Consultant Costs	\$4.99
Total Cost per Capita	\$1,188.50

The cost per person is then multiplied by the average household size to arrive at the maximum impact fee of \$3,422.88 that can be charged.

TABLE 4: MAXIMUM IMPACT FEES

	Household Size	Maximum Impact Fee
Per Household	2.88	\$3,422.88
Source for Household Size: 2023 ACS 5-Year Estimates, Table S1101		

Manner of Financing - Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h)

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

Impact Fee Credits

There are no bonds outstanding and therefore no credits must be made.

Extraordinary Costs and Time Price Differential

It is not anticipated that there will be any extraordinary costs in servicing newly developed park or trail properties.

Utah Code 11-36a

Preparation of Impact Fee Analysis. Utah Code requires that “each local political subdivision... intending to impose an impact fee shall prepare a written analysis (Impact Fee Analysis or IFA) of each impact fee” (Utah Code 11-36a-303). This IFA follows all legal requirements as outlined below. The City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Analysis in accordance with legal requirements.

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to identify the following:

- anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

- anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

- how anticipated impacts are reasonably related to the anticipated development activity

- the proportionate share of:

 - costs for existing capacity that will be recouped; and

 - costs of impacts on system improvement that are reasonably related to the new development activity; and

 - how the impact fee was calculated

Further, in analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

- the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;

- the cost of system improvements for each public facility;

- other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

- the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by means such as user charges, special assessments, or payment from the proceeds of general taxes;

- the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

extraordinary costs, if any in servicing the newly developed properties; and

the time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees. Utah Code 11-36a-305 states that for purposes of calculating an impact fee, a local political subdivision or private entity may include the following:

construction contract price;

cost of acquiring land, improvements, materials, and fixtures;

cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and

for a political subdivision, debt service charges if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Additionally, the Code states that each political subdivision or private entity shall base impact fee amounts on realistic estimates and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Certification of Impact Fee Analysis. Utah Code 11-36a-306 states that an impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment. Utah Code 11-36a-202 states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Notice of Intent to Prepare Impact Fee Analysis. A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Analysis (Utah Code 11-36a-503(1)). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA by posting notice.

Impact Fee Analysis

Utah Code allows cities to include only *system* parks for the purpose of calculating impact fees. *Project* parks and trails cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the City and the consultants, a *system* park is defined as a park that serves more than one local development area.

This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity

Utah Code 11-36a-304(1)(a): an impact fee analysis shall identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity

The City has not identified any existing excess capacity in its parks and trails system.

Impact on System Improvements by Anticipated Development Activity

Utah Code 11-36a-304(1)(b): an impact fee analysis shall identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

The City will need to acquire additional parks and trails facilities in order to maintain its existing service levels. Service levels will decline as a result of population growth unless new facilities are constructed or acquired. Impact fees will be used to maintain the existing service levels for parks and trails facilities.

Demand Placed on Facilities by New Development Activity

Park Service Levels

The following two tables show the declining service levels that will occur in the City due to the projected population growth in the next ten years if no new facilities are added. The park acres will decrease from 2.56 acres per 1,000 persons in 2024 to 1.50 acres per 1,000 residents in 2034 if no new improvements are made.

TABLE 5: IMPACTS TO PARK SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Unit Service Levels per 1000 Population if No New Facilities	Additional Park (Acres) Needed
2024	18,176		2.56	
2025	19,371	1,195	2.40	3.06
2026	20,644	1,273	2.25	3.26
2027	22,001	1,357	2.11	3.47
2028	23,447	1,446	1.98	3.70
2029	24,988	1,541	1.86	3.94
2030	26,631	1,643	1.75	4.20
2031	27,663	1,032	1.68	2.64

Year	Population	Population Growth	Unit Service Levels per 1000 Population if No New Facilities	Additional Park (Acres) Needed
2032	28,735	1,072	1.62	2.74
2033	29,849	1,114	1.56	2.85
2034	31,006	1,157	1.50	2.96
Growth, 2024-2034	12,830	12,830		32.81

Park service levels will decline from \$707.81 per capita in 2024 to \$414.93 in 2034 if no new improvements are made. In order to maintain existing service levels, additional investment of over \$9 million will be necessary by 2034.

TABLE 6: IMPACTS TO PARK SERVICE INVESTMENT LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$707.81	
2025	19,371	1,195	\$664.15	\$845,836.85
2026	20,644	1,273	\$623.19	\$901,046.29
2027	22,001	1,357	\$584.76	\$960,502.60
2028	23,447	1,446	\$548.69	\$1,023,497.98
2029	24,988	1,541	\$514.86	\$1,090,740.24
2030	26,631	1,643	\$483.09	\$1,162,937.19
2031	27,663	1,032	\$465.07	\$730,463.29
2032	28,735	1,072	\$447.72	\$758,775.82
2033	29,849	1,114	\$431.01	\$788,503.98
2034	31,006	1,157	\$414.93	\$818,939.95
Growth, 2024-2034	12,830	12,830		\$9,081,244.18

Concrete Trail Service Levels

The following two tables show the declining service levels that will occur to concrete trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of concrete trails will decrease from 0.0112 miles per 1,000 persons in 2024 to 0.0065 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 7: IMPACTS TO CONCRETE TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		0.0112	
2025	19,371	1,195	0.0105	0.0134
2026	20,644	1,273	0.0098	0.0142
2027	22,001	1,357	0.0092	0.0152
2028	23,447	1,446	0.0087	0.0162
2029	24,988	1,541	0.0081	0.0172
2030	26,631	1,643	0.0076	0.0184
2031	27,663	1,032	0.0073	0.0115

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2032	28,735	1,072	0.0071	0.0120
2033	29,849	1,114	0.0068	0.0124
2034	31,006	1,157	0.0065	0.0129
Growth, 2024-2034	12,830	12,830		0.1433

Concrete trail service levels will decline from \$7.08 per capita in 2024 to \$4.31 in 2034 if no new improvements are made. In order to maintain existing service levels, an investment of nearly \$91,000 will be necessary by 2034.

TABLE 8: IMPACTS TO CONCRETE TRAIL INVESTMENT SERVICE LEVELS DUE IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$7.08	
2025	19,371	1,195	\$6.64	\$8,459.20
2026	20,644	1,273	\$6.23	\$9,011.35
2027	22,001	1,357	\$5.85	\$9,605.97
2028	23,447	1,446	\$5.49	\$10,235.99
2029	24,988	1,541	\$5.15	\$10,908.48
2030	26,631	1,643	\$4.83	\$11,630.52
2031	27,663	1,032	\$4.65	\$7,305.35
2032	28,735	1,072	\$4.48	\$7,588.50
2033	29,849	1,114	\$4.31	\$7,885.82
2034	31,006	1,157	\$4.15	\$8,190.20
Growth, 2024-2034	12,830	12,830		\$90,821.37

Asphalt Trail Service Levels

The following two tables show the declining service levels that will occur to asphalt trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of asphalt trails will decrease from 1.1038 miles per 1,000 persons in 2024 to 0.6471 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 9: IMPACTS TO ASPHALT TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		1.1038	
2025	19,371	1,195	1.0357	1.3191
2026	20,644	1,273	0.9719	1.4052
2027	22,001	1,357	0.9119	1.4979
2028	23,447	1,446	0.8557	1.5961
2029	24,988	1,541	0.8029	1.7010
2030	26,631	1,643	0.7534	1.8136

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2031	27,663	1,032	0.7253	1.1392
2032	28,735	1,072	0.6982	1.1833
2033	29,849	1,114	0.6722	1.2297
2034	31,006	1,157	0.6471	1.2771
Growth, 2024-2034	12,830	12,830		14.1622

Asphalt trail service levels will decline from \$466.26 per capita in 2024 to \$273.33 in 2034 if no new improvements are made. In order to maintain existing service levels, an investment of nearly \$6 million will be necessary by 2034.

TABLE 10: IMPACTS TO ASPHALT TRAIL INVESTMENT SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$466.26	
2025	19,371	1,195	\$437.50	\$557,179.33
2026	20,644	1,273	\$410.52	\$593,547.52
2027	22,001	1,357	\$385.20	\$632,713.26
2028	23,447	1,446	\$361.44	\$674,210.30
2029	24,988	1,541	\$339.15	\$718,504.89
2030	26,631	1,643	\$318.23	\$766,063.29
2031	27,663	1,032	\$306.36	\$481,179.14
2032	28,735	1,072	\$294.93	\$499,829.49
2033	29,849	1,114	\$283.92	\$519,412.36
2034	31,006	1,157	\$273.33	\$539,461.49
Growth, 2024-2034	12,830	12,830		\$5,982,101.07

Trex Trail Service Levels

The following two tables show the declining service levels that will occur to trex trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of trex trails will decrease from 0.0022 miles per 1,000 persons in 2024 to 0.0013 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 11: IMPACTS TO TREX TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		0.0022	
2025	19,371	1,195	0.0021	0.0027
2026	20,644	1,273	0.0020	0.0028
2027	22,001	1,357	0.0018	0.0030
2028	23,447	1,446	0.0017	0.0032
2029	24,988	1,541	0.0016	0.0034

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2030	26,631	1,643	0.0015	0.0037
2031	27,663	1,032	0.0015	0.0023
2032	28,735	1,072	0.0014	0.0024
2033	29,849	1,114	0.0014	0.0025
2034	31,006	1,157	0.0013	0.0026
Growth, 2024-2034	12,830	12,830		0.0287

Trex trail service levels will decline from \$2.36 per capita in 2024 to \$1.38 in 2034 if no new improvements are made. In order to maintain existing service levels, additional investment of over \$30,000 will be necessary by 2034.

TABLE 12: IMPACTS TO ASPHALT TRAIL INVESTMENT SERVICE LEVELS DUE IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$2.36	
2025	19,371	1,195	\$2.21	\$2,819.73
2026	20,644	1,273	\$2.08	\$3,003.78
2027	22,001	1,357	\$1.95	\$3,201.99
2028	23,447	1,446	\$1.83	\$3,412.00
2029	24,988	1,541	\$1.72	\$3,636.16
2030	26,631	1,643	\$1.61	\$3,876.84
2031	27,663	1,032	\$1.55	\$2,435.12
2032	28,735	1,072	\$1.49	\$2,529.50
2033	29,849	1,114	\$1.44	\$2,628.61
2034	31,006	1,157	\$1.38	\$2,730.07
Growth, 2024-2034	12,830	12,830		\$30,273.79

Relationship of Anticipated Impacts to Anticipated Development Activity

Utah Code 11-36a-304(1)(c): an impact fee analysis shall subject to Subsection (2), demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;

The demand placed on existing public parks and trails facilities by new development activity is attributable to population growth. The City has a 2024 population of 18,176 and as a result of anticipated development activity will grow to a projected population of 31,006 by 2034 – an increase of 12,830 persons. As growth occurs as a result of increased development activity, more parks and trails facilities are needed to maintain existing service levels and to reach proposed service levels.

After an extensive master planning process that included significant public input, the City has identified the following types of projects that may be undertaken in the future:

- Skate Park

- Disc Golf Course
- Community Center with 3 Indoor Basketball Courts
- Dog Park
- 4 Baseball Diamonds
- 4 Pickleball Courts
- 2 tennis courts
- 2 Regulation-sized Soccer Fields with lights
- Ninja Warrior Course
- Indoor Recreational Facilities
- Outdoor Recreational Facilities
- Trails

Proportionate Share Analysis

Utah Code 11-36a-304(1)(d)(i)(ii): an impact fee analysis shall estimate the proportionate share of costs for existing capacity that will be recouped; and the costs of impacts on system improvements that are reasonably related to the new development activity;

Costs Reasonably Related to New Development Activity

The cost of new system improvements required to maintain the existing level of parks and trail services related to new development activity is based on the cost of system park and trail facilities, as well as consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

TABLE 13: COST PER PERSON FOR NEW PARK FACILITIES

Park Improvements	Amount
Existing Park Improvements	\$12,865,214
2024 Population	18,176
Existing LOS per Capita	\$707.81
Population Growth, 2024-2034	12,830
Improvements to Maintain LOS	\$9,081,244
Cost per Capita	\$707.81

TABLE 14: COST PER PERSON FOR NEW TRAIL FACILITIES

Trail miles	Cost per Linear Foot	Miles per 1,000 Persons	Miles Needed by 2034	Cost by 2034	Cost per Capita
Concrete	\$120	0.0112	0.1433	\$90,821	\$7.08
Asphalt	\$80	1.1038	14.1622	\$5,982,101	\$466.26
Trex	\$200	0.0022	0.0287	\$30,274	\$2.36
TOTAL				\$6,103,196	\$475.70

The Impact Fee Facilities Plan and Impact Fee Analysis consultant cost is \$4.99 per person.

TABLE 15: COST PER PERSON FOR CONSULTANTS FOR IFFP AND IFA

Consultant Costs	Amount
MGB&A + CRSA	\$50,000
ZPFI	\$14,000
Total consultant costs	\$64,000
Population growth, 2024-2034	12,830
Cost per capita	\$4.99

The cost of new system improvements required to maintain the service levels related to new development activity are based on the costs of system facilities, and the consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

TABLE 16: CALCULATION OF COST PER CAPITA

Summary	Per Capita
Park improvements	\$707.81
Trail improvements	\$475.70
Consultant costs	\$4.99
Total cost per capita	\$1,188.50

The cost per person is then multiplied by the average household size to arrive at the maximum impact fee of \$3,422.88 that can be charged.

TABLE 17: MAXIMUM IMPACT FEES

	Household Size	Maximum Impact Fee
Per Household	2.88	\$3,422.88
Source for Household Size: 2023 ACS 5-Year Estimates, Table S1101		

Impact Fee Credits

Utah Code 11-36a-304(1)(e): an impact fee analysis shall, based on the requirements of this chapter, identify how the impact fee was calculated;

The City may choose to allow a developer to contribute park and trail facilities improvements in place of impact fees. This decision is at the discretion of the City.

Manner of Financing

Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h): an impact fee analysis shall identify, if applicable: other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, federal taxes, or federal grants;

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. These fees are usually implemented to help reduce the economic burden on local

jurisdictions that are trying to deal with population and commercial growth within the area. As a matter of policy and legislative discretion, a City may choose to have new development pay the full cost of its share of new public facilities if the facilities would not be needed except to service new development. However, local governments may use other sources of revenue to pay for the new facilities required to service new development and use impact fees to recover the cost difference between the total cost and the other sources of revenue. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

At the current time, no other sources of funding other than impact fees have been identified, but to the extent that any are identified and received in the future, then impact fees will be reduced accordingly.

Additional system-wide park land and recreation facility improvements beyond those funded through impact fees that are desired to maintain a higher proposed level of service will be paid for by the community through other revenue sources such as user charges, special assessments, GO bonds, general taxes, etc.

Impact Fee Credits

In the situation that a developer chooses to construct facilities found in the IFFP in lieu of impact fees, the arrangement must be made through the developer and the City.

At the discretion of the City, impact fees may be modified for certain types of development such as low-income housing, memory care units, etc.

Extraordinary Costs and Time Price Differential

Credits may be paid back to developers who have constructed or directly funded items that are included in the IFFP or donated to the City in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions or improvements required to offset density or as a condition for development. Any item for which a developer receives credit should be included in the IFFP and must be agreed upon with the City before construction begins.

It is not anticipated that there will be any extraordinary costs in servicing newly developed park, recreation or trail properties.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
3. offsets costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.



VINEYARD CITY

DRAFT
Parks, Recreation, Open Space and Trails
Impact Fee Facilities Plan

January 2025



ZIONS PUBLIC FINANCE, INC.

Contents

Contents 1

Executive Summary 2

 Background..... 2

 Identify the Existing and Proposed Levels of Service and Excess Capacity..... 2

 Identify Demands Placed Upon Existing Public Facilities by New Development Activity at the
 Proposed Level of Service 3

 Identify How the Growth Demands Will Be Met 3

 Consideration of Revenue Sources to Finance Impacts on System Improvements..... 3

Chapter 1: Utah Code Legal Requirements 4

 Notice of Intent to Prepare Impact Fee Facilities Plan 4

 Preparation of Impact Fee Facilities Plan 4

 Certification of Impact Fee Facilities Plan 5

Chapter 2: Existing Service Levels, Proposed Service Levels And Excess Capacity..... 6

 Growth in Demand 6

 Existing Service Levels..... 6

 Proposed Service Levels..... 8

 Identify Excess Capacity..... 8

Chapter 3: Identify Demands Placed On Existing Public Facilities By New Development Activity At
Proposed Level Of Service And How Those Demands Will Be Met 9

 Demand Placed on Facilities by New Development Activity..... 9

 Identify the Means by Which the Political Subdivision Will Meet the Growth Demands 13

Chapter 4: Consideration Of All Revenue Sources 14

Certification 15

Executive Summary

Background

Vineyard City (“the City”) has created this Parks, Recreation, Open Space and Trails Impact Fee Facilities Plan in accordance with all legal requirements of Utah Code 11-36a. New development will place increased demand on existing park and trail facilities and therefore is responsible for contributing its fair share of the capital costs necessitated by new development.

Demand for park and trail facilities comes from residential development and the associated population growth. Commercial development is not considered to create more demand on park and trail facilities and is therefore not included in the calculation of impact fees. Projected population growth in Vineyard is estimated as follows:

TABLE 1: PROJECTED POPULATION GROWTH, 2024-2034

Year	Population
2024	18,176
2025	19,371
2026	20,644
2027	22,001
2028	23,447
2029	24,988
2030	26,631
2031	27,663
2032	28,735
2033	29,849
2034	31,006
Population Growth, 2024-2034	12,830

Source: Mountainland Association of Government, September 2024

Identify the Existing and Proposed Levels of Service and Excess Capacity

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

The IFFP considers only *system*-wide park and trail facilities for the purpose of calculating impact fees. *Project*-wide park and trail facilities cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the City and the consultants, a *system*-wide park and trail facility is defined as a facility that serves more than one local development area.

Existing service levels are based on the 2024 levels of service in the City for parks and trails. While the City has a total of 67.06 park acres, many of those parks were donated, acquired with grant funds, or are not considered *system* parks, thereby leaving a total of 46.49 impact-fee eligible acres. This calculates to an impact-fee-eligible standard of 2.56 acres per 1,000 persons assuming a 2024 population of 18,176 persons.

The City intends to at least maintain current service levels for parks and trails. The existing and proposed levels of service have been expressed in acres per 1,000 persons and are then converted to a cost level per capita. Parks and trails development in the City is one overall recreation system designed to meet the needs and desires of residents for physical and leisure activities and therefore the overall cost service level reflects the combined level of service for all parks and trails.

Identify Demands Placed Upon Existing Public Facilities by New Development Activity at the Proposed Level of Service

Utah Code 11-36a-302(1)(a)(iv)

Table 2 shows the declining service levels that will occur in the City due to the projected population growth in the next ten years if no new facilities are added. Service levels for parks are shown in terms of acres per 1,000 persons and in terms of cost per capita. Service levels for trails are shown in miles per 1,000 persons and cost per capita.

TABLE 2: IMPACTS TO SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

	2024 Service Levels – Acres/Miles per 1,000 Persons	2034 Service Levels – Acres/Miles per 1,000 Persons	Investment LOS 2024 per Capita	Investment LOS 2034 per Capita
Parks	2.56	1.50	\$707.81	\$414.93
Trails – Concrete	0.0112	0.0065	\$7.08	\$4.15
Trails – Asphalt	1.1038	0.6471	\$466.26	\$273.33
Trails - Trex	0.0022	0.0013	\$2.36	\$1.38

Identify How the Growth Demands Will Be Met

Utah Code 11-36a-302(1)(a)(v)

In order to maintain the existing level of service, the projected population growth attributed to new development over the next ten years will require the construction of park facilities in the amount of \$9,081,244 and trail facilities in the amount of \$6,103,196.

Consideration of Revenue Sources to Finance Impacts on System Improvements

Utah Code 11-36a-302(2)

This Impact Fee Facilities Plan includes a thorough discussion of all potential revenue sources for park and trail improvements. These revenue sources include grants, bonds, interfund loans, transfers from the General Fund, impact fees and anticipated or accepted dedications of system improvements.

CHAPTER 1: UTAH CODE LEGAL REQUIREMENTS

Utah law requires that communities prepare an Impact Fee Facilities Plan (IFFP) before preparing an Impact Fee Analysis (IFA) and enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFFP. This IFFP follows all legal requirements as outlined below. The City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Facilities Plan in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Facilities Plan

A local political subdivision must provide written notice of its intent to prepare an IFFP before preparing the Plan (Utah Code §11-36a-501). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFFP by posting notice.

Preparation of Impact Fee Facilities Plan

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an Impact Fee Facilities Plan. (Utah Code 11-36a-301).

Section 11-36a-302(a) of the Utah Code outlines the requirements of an Impact Fee Facilities Plan which is required to identify the following:

- (i) identify the existing level of service
- (ii) establish a proposed level of service
- (iii) identify any excess capacity to accommodate future growth at the proposed level of service
- (iv) identify demands placed upon existing facilities by new development activity at the proposed level of service; and
- (v) identify the means by which the political subdivision or private entity will meet those growth demands.

Further, the proposed level of service may:

- (i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or
- (ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In preparing an Impact Fee Facilities Plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:

- (a) grants
- (b) bonds

- (c) interfund loans
- (d) transfers from the General Fund
- (e) impact fees; and
- (f) anticipated or accepted dedications of system improvements.

Certification of Impact Fee Facilities Plan

Utah Code states that an Impact Fee Facilities Plan shall include a written certification from the person or entity that prepares the Impact Fee Facilities Plan. This certification is included at the conclusion of this plan.

DRAFT

CHAPTER 2: EXISTING SERVICE LEVELS, PROPOSED SERVICE LEVELS AND EXCESS CAPACITY

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

Growth in Demand

Impacts on facilities will come from growth in the population.

TABLE 3: PROJECTED POPULATION GROWTH, 2024-2034

Year	Population
2024	18,176
2025	19,371
2026	20,644
2027	22,001
2028	23,447
2029	24,988
2030	26,631
2031	27,663
2032	28,735
2033	29,849
2034	31,006
Population Growth, 2024-2034	12,830

Source: Mountainland Association of Governments, September 2024

Population projections are for 12,830 additional residents between 2024 and 2034.

Existing Service Levels

The City has indicated that some of the park acres within the City were donated or are project improvements and are therefore ineligible for consideration in impact fee calculations.¹ Total system park acres are shown in the table below as well as the parks that are eligible for impact fee calculations.

TABLE 4: SYSTEM PARK ACREAGE

Park Area	Acres	Impact-Fee Eligible
LAKESIDE SPORTS COMPLEX (VINEYARD SIDE)	11.53	Yes
PENNY SPRINGS PARK	7.69	Yes
VINEYARD GROVE PARK	18.14	Yes
SUNSET BEACH PARK	3.06	Yes
J RULON GAMMON VINEYARD HERITAGE PARK	6.06	Yes
LAKEFRONT PLAYGROUND	1.46	No
BRIDGEPORT PARK	0.98	No
RENDEZVOUS PARK	0.50	No

¹ However, the cost of park amenities can be considered in impact fee calculations for parks where only the property was donated to the City.

Park Area	Acres	Impact-Fee Eligible
PRESERVE EAST	0.60	No
PRESERVE WEST	0.49	No
TUCKER ROW EAST	1.02	No
TUCKER ROW WEST	0.58	No
THE SPRINGS COMMUNITY PARK	1.33	No
KELLY BOREN MEMORIAL PARK	1.01	No
WILLOWS PARK	2.89	No
LAKEFRONT PARK AND PAVILION	0.26	No
SUNSET WATER BASIN	0.47	No
THE MAPLES GREEN SPACE	0.97	No
VINEYARD BEACH	1.90	No
OTHER BASINS	5.33	No
CITY HALL BASIN	0.77	No
TOTAL	67.06	
IMPACT-FEE ELIGIBLE	46.49	

The existing level of service for parks, for the purpose of calculating impact fees, is 2.56 acres per 1,000 persons, calculated by dividing the 46.49 eligible park acres by the 2024 population of 18,176 persons divided by 1,000.

Existing impact-fee eligible park improvements are summarized in the table below.

TABLE 5: SYSTEM PARK IMPROVEMENTS

Amenities	Eligible Units	Estimated Cost per Unit	Total Investment LOS
Impact Fee Eligible Acres	46.49	\$150,000	\$6,973,244
Mowed Acres Eligible	21.59	\$119,790	\$2,585,936
Asphalt SF Eligible	108,802.73	\$12.50	\$1,360,034
Playgrounds for kids aged 2-12	1	\$25,000	\$25,000
Playgrounds for kids aged 5-12	7	\$15,000	\$105,000
Tot lots - Playgrounds for ages 2-5	3	\$10,000	\$30,000
Basketball Courts (Outdoor, Standalone)	2	\$35,000	\$70,000
Multiuse Courts (Combined, Outdoor)	2	\$90,000	\$180,000
Tennis Court (Standalone)	1	\$90,000	\$90,000
Large Pavilions	3	\$180,000	\$540,000
Small Pavilions	2	\$90,000	\$180,000
Bike Racks	2	\$500	\$1,000
Benches	12	\$1,500	\$18,000
Trees	20	\$500	\$10,000
Restrooms	4	\$100,000	\$400,000
Fences	1	\$100,000	\$100,000

Amenities	Eligible Units	Estimated Cost per Unit	Total Investment LOS
Picnic Tables	64	\$2,500	\$160,000
Outdoor Lighting	1	\$12,500	\$12,500
Water Fountains	4	\$2,000	\$8,000
Backstop	1	\$16,500	\$16,500
TOTAL			\$12,865,214

The existing level of service for parks (land and improvements) is therefore calculated by taking the total investment/value of park improvements of \$12,865,214 and dividing by the existing population of 18,176 which results in a service level of \$707.81 per person. In addition, the City has trail investments of \$8,646,274 or a current investment of \$475.70 per capita.

TABLE 6: SYSTEM TRAIL IMPROVEMENTS

Trails	% of Total Miles	Miles	Total Investment LOS
Trail miles		20.31	
Concrete	1.0%	0.20	\$128,665
Asphalt	98.8%	20.06	\$8,474,721
Trex	0.2%	0.04	\$42,888
TOTAL			\$8,646,274

Proposed Service Levels

The City has decided to at least maintain its existing service levels for park and trail facilities. Therefore, the proposed level of service for park and trail facilities for the next ten years will be at least the same as, or greater than, the existing level of service. Impact fees for park and trail facilities, however, will only be calculated based on the existing level of service. If the City chooses to increase its service levels, it will be done through funding sources other than impact fees.

Identify Excess Capacity

The City has not identified any excess capacity in any of its parks or trail facilities. In other words, the City intends to at least maintain its existing service levels for parks and trail facilities. Therefore, it will need to build additional parks and trail facilities.

CHAPTER 3: IDENTIFY DEMANDS PLACED ON EXISTING PUBLIC FACILITIES BY NEW DEVELOPMENT ACTIVITY AT PROPOSED LEVEL OF SERVICE AND HOW THOSE DEMANDS WILL BE MET

Utah Code 11-36a-302(1)(a)(iv)(v)

Demand Placed on Facilities by New Development Activity

Park Service Levels

The following two tables show the declining service levels that will occur in the City, in terms of acreage and investment, due to the projected population growth in the next ten years if no new facilities are added. Park acres will decrease from 2.56 acres per 1,000 persons in 2024 to 1.50 acres per 1,000 residents in 2034 if no new improvements are made.

TABLE 7: IMPACTS TO PARK SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Unit Service Levels per 1000 Population if No New Facilities	Additional Park (Acres) Needed
2024	18,176		2.56	
2025	19,371	1,195	2.40	3.06
2026	20,644	1,273	2.25	3.26
2027	22,001	1,357	2.11	3.47
2028	23,447	1,446	1.98	3.70
2029	24,988	1,541	1.86	3.94
2030	26,631	1,643	1.75	4.20
2031	27,663	1,032	1.68	2.64
2032	28,735	1,072	1.62	2.74
2033	29,849	1,114	1.56	2.85
2034	31,006	1,157	1.50	2.96
Growth, 2024-2034	12,830	12,830		32.81

Park service levels will decline from \$707.81 per capita in 2024 to \$414.93 in 2034 if no new improvements are made. In order to maintain existing service levels, additional investment of over \$9 million will be necessary by 2034.

TABLE 8: IMPACTS TO PARK SERVICE INVESTMENT LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$707.81	
2025	19,371	1,195	\$664.15	\$845,836.85
2026	20,644	1,273	\$623.19	\$901,046.29
2027	22,001	1,357	\$584.76	\$960,502.60
2028	23,447	1,446	\$548.69	\$1,023,497.98
2029	24,988	1,541	\$514.86	\$1,090,740.24
2030	26,631	1,643	\$483.09	\$1,162,937.19
2031	27,663	1,032	\$465.07	\$730,463.29

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2032	28,735	1,072	\$447.72	\$758,775.82
2033	29,849	1,114	\$431.01	\$788,503.98
2034	31,006	1,157	\$414.93	\$818,939.95
Growth, 2024-2034	12,830	12,830		\$9,081,244.18

Concrete Trail Service Levels

The City has identified three types of existing trails: concrete, asphalt and trex. The following two tables show the declining service levels that will occur to concrete trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of concrete trails will decrease from 0.0112 miles per 1,000 persons in 2024 to 0.0065 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 9: IMPACTS TO CONCRETE TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		0.0112	
2025	19,371	1,195	0.0105	0.0134
2026	20,644	1,273	0.0098	0.0142
2027	22,001	1,357	0.0092	0.0152
2028	23,447	1,446	0.0087	0.0162
2029	24,988	1,541	0.0081	0.0172
2030	26,631	1,643	0.0076	0.0184
2031	27,663	1,032	0.0073	0.0115
2032	28,735	1,072	0.0071	0.0120
2033	29,849	1,114	0.0068	0.0124
2034	31,006	1,157	0.0065	0.0129
Growth, 2024-2034	12,830	12,830		0.1433

Concrete trail service levels will decline from \$7.08 per capita in 2024 to \$4.31 in 2034 if no new improvements are made. In order to maintain existing service levels, an investment of nearly \$91,000 will be necessary by 2034.

TABLE 10: IMPACTS TO CONCRETE TRAIL INVESTMENT SERVICE LEVELS DUE IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$7.08	
2025	19,371	1,195	\$6.64	\$8,459.20
2026	20,644	1,273	\$6.23	\$9,011.35
2027	22,001	1,357	\$5.85	\$9,605.97
2028	23,447	1,446	\$5.49	\$10,235.99
2029	24,988	1,541	\$5.15	\$10,908.48

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2030	26,631	1,643	\$4.83	\$11,630.52
2031	27,663	1,032	\$4.65	\$7,305.35
2032	28,735	1,072	\$4.48	\$7,588.50
2033	29,849	1,114	\$4.31	\$7,885.82
2034	31,006	1,157	\$4.15	\$8,190.20
Growth, 2024-2034	12,830	12,830		\$90,821.37

Asphalt Trail Service Levels

The following two tables show the declining service levels that will occur to asphalt trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of asphalt trails will decrease from 1.1038 miles per 1,000 persons in 2024 to 0.6471 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 11: IMPACTS TO ASPHALT TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		1.1038	
2025	19,371	1,195	1.0357	1.3191
2026	20,644	1,273	0.9719	1.4052
2027	22,001	1,357	0.9119	1.4979
2028	23,447	1,446	0.8557	1.5961
2029	24,988	1,541	0.8029	1.7010
2030	26,631	1,643	0.7534	1.8136
2031	27,663	1,032	0.7253	1.1392
2032	28,735	1,072	0.6982	1.1833
2033	29,849	1,114	0.6722	1.2297
2034	31,006	1,157	0.6471	1.2771
Growth, 2024-2034	12,830	12,830		14.1622

Asphalt trail service levels will decline from \$466.26 per capita in 2024 to \$273.33 in 2034 if no new improvements are made. In order to maintain existing service levels, an investment of nearly \$6 million will be necessary by 2034.

TABLE 12: IMPACTS TO ASPHALT TRAIL INVESTMENT SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$466.26	
2025	19,371	1,195	\$437.50	\$557,179.33
2026	20,644	1,273	\$410.52	\$593,547.52
2027	22,001	1,357	\$385.20	\$632,713.26

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2028	23,447	1,446	\$361.44	\$674,210.30
2029	24,988	1,541	\$339.15	\$718,504.89
2030	26,631	1,643	\$318.23	\$766,063.29
2031	27,663	1,032	\$306.36	\$481,179.14
2032	28,735	1,072	\$294.93	\$499,829.49
2033	29,849	1,114	\$283.92	\$519,412.36
2034	31,006	1,157	\$273.33	\$539,461.49
Growth, 2024-2034	12,830	12,830		\$5,982,101.07

Trex Trail Service Levels

The following two tables show the declining service levels that will occur to trex trails due to the projected population growth in the next ten years if no new facilities are added. The level of service of trex trails will decrease from 0.0022 miles per 1,000 persons in 2024 to 0.0013 trail miles per 1,000 residents in 2034 if no new improvements are made.

TABLE 13: IMPACTS TO TREX TRAIL SERVICE LEVELS IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Miles per 1,000 Persons	Additional Miles Needed
2024	18,176		0.0022	
2025	19,371	1,195	0.0021	0.0027
2026	20,644	1,273	0.0020	0.0028
2027	22,001	1,357	0.0018	0.0030
2028	23,447	1,446	0.0017	0.0032
2029	24,988	1,541	0.0016	0.0034
2030	26,631	1,643	0.0015	0.0037
2031	27,663	1,032	0.0015	0.0023
2032	28,735	1,072	0.0014	0.0024
2033	29,849	1,114	0.0014	0.0025
2034	31,006	1,157	0.0013	0.0026
Growth, 2024-2034	12,830	12,830		0.0287

Trex trail service levels will decline from \$2.36 per capita in 2024 to \$1.38 in 2034 if no new improvements are made. In order to maintain existing service levels, additional investment of over \$30,000 will be necessary by 2034.

TABLE 14: IMPACTS TO ASPHALT TRAIL INVESTMENT SERVICE LEVELS DUE IF NO IMPROVEMENTS ARE MADE

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2024	18,176		\$2.36	

Year	Population	Population Growth	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2025	19,371	1,195	\$2.21	\$2,819.73
2026	20,644	1,273	\$2.08	\$3,003.78
2027	22,001	1,357	\$1.95	\$3,201.99
2028	23,447	1,446	\$1.83	\$3,412.00
2029	24,988	1,541	\$1.72	\$3,636.16
2030	26,631	1,643	\$1.61	\$3,876.84
2031	27,663	1,032	\$1.55	\$2,435.12
2032	28,735	1,072	\$1.49	\$2,529.50
2033	29,849	1,114	\$1.44	\$2,628.61
2034	31,006	1,157	\$1.38	\$2,730.07
Growth, 2024-2034	12,830	12,830		\$30,273.79

Identify the Means by Which the Political Subdivision Will Meet the Growth Demands

The City will need to acquire additional park and trail, facilities in order to maintain its existing service levels. Through an extensive master planning process that has included significant public input, the City has identified the following types of projects that may be undertaken in the future:

- Skate Park
- Disc Golf Course
- Community Center with 3 Indoor Basketball Courts
- Dog Park
- 4 Baseball Diamonds
- 4 Pickleball Courts
- 2 tennis courts
- 2 Regulation-sized Soccer Fields with lights
- Ninja Warrior Course
- Indoor Recreational Facilities
- Outdoor Recreational Facilities
- Trails

CHAPTER 4: CONSIDERATION OF ALL REVENUE SOURCES

Utah Code 11-36a-302(2)

Grants. The City is unaware of any potential grant sources for future park and trail developments. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees.

The City has no knowledge of any future parks or trails gifts that will be received by the City. Further, the City has conservatively excluded any gifted properties, or properties acquired through grant funds, in establishing its level of service used in the calculation of impact fees.

Bonds. The City has no outstanding bonds for parks, trails, or recreation; therefore, no credits for bonds will need to be considered in the calculation of impact fees.

Interfund Loans. The City currently has no plans to purchase park, recreation, or trail facilities through any interfund loans and has not done so in the past

Transfer from General Fund. To the extent that the City is able to generate net revenues in its General Fund, it may choose to transfer all or a portion of the net revenues to the City's capital fund. It is most likely that, if net revenues should be generated for park facilities, they will be used to raise existing service levels rather than offset the demands generated by new development which is anticipated to be offset with impact fees.

Impact Fees. Because of the growth anticipated to occur in the City, impact fees are necessary and are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis for Parks and Trails may be prepared and the City may charge impact fees for Parks and Trails.

Anticipated or Accepted Dedications of System Improvements. Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the City before construction of the improvements.

CERTIFICATION

Zions Bank Public Finance certifies that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
3. Offsets costs with grants or other alternate sources of payment; and
4. Complies in each and every relevant respect with the Impact Fees Act.

VINEYARD CITY PARKS & RECREATION MASTER PLAN

JUNE 2025

CRSA



VINEYARD
STAY CONNECTED

INTRODUCTION

- 04 EXECUTIVE SUMMARY
- 06 VALUES
- 07 MISSION STATEMENT

INVENTORY

- 10 EXISTING MASTER PLANS
- 12 EXISTING TRAILS & TRANSIT
- 14 EXISTING AMENITIES
- 16 PARKS & SHARED SPACE
- 17 VINEYARD CITY-OWNED PARKS
- 20 LAND ACQUISITION

PUBLIC INPUT

- 22 PUBLIC INPUT

ANALYSIS

- 26 PLANNED TRAILS
- 28 PLANNED TRAILS & TRANSIT
- 31 NRPA STANDARDS
- 32 NRPA COMPARISON

RECOMMENDATIONS

- 36 PROPOSED AMENITIES
- 40 LOCATIONS

COST ANALYSIS

- 46 MASTER PLAN
- 48 OUTDOOR AMENITIES PHASING
- 50 FUNDING

INTRODUCTION



VINEYARD CITY PARKS & RECREATION MASTER PLAN

EXECUTIVE SUMMARY

Over the past several months, MGB+A and CRSA consultants have worked with Vineyard City to develop this Parks & Recreation master plan. The purpose of this plan is to guide the development of capital improvement projects within Vineyard through the year 2045. Based upon NRPA (National Recreation & Parks Association) standards, feedback received from the Vineyard community, and input from Vineyard City staff, this plan provides a prioritized list of next-step recommendations. The execution of this plan consisted of the following:

DELIVERABLES:

1. Identify the values and mission of Vineyard City's Parks and Recreation Department.
2. Compile a list of existing inventory within Vineyard, including: master plans, trails and transit, parks, and recreational amenities.
3. Obtain feedback from the Vineyard Community regarding interests and desires for Parks & Recreation.
4. Compare NRPA standards for recreational amenities and facilities to Vineyard's existing inventory. Then, provide a timeline of recommendations, with locations, for capital improvement projects.
5. Provide capital improvement project costs and work with Zions Bank to perform an impact fee study.

PROCESS:

MGB+A and CRSA crafted a five-task process to ensure the successful execution of project deliverables for serving Vineyard City residents in the short-term and long-term future.

- **TASK 1: Establish Goals**
- **TASK 2: Inventory & Evaluation**
- **TASK 3: Needs Assessment & Analysis**
- **TASK 4: Recommendations**
- **TASK 5: Cost**

TASK 1: ESTABLISH GOALS

During the first meeting that was held in May of 2024, we identified the Advisory Committee (AC) and reviewed the proposed schedule for creating the Vineyard Parks & Recreation master plan. Before the next meeting, held at the end of May, Vineyard City began sharing existing master plans with CRSA in order to begin compiling a list of existing inventory. During the second meeting, we met to review questions to include in a public survey and planned a public open house event to occur during Vineyard Days.

Public Open House: On Saturday, June 1st, we set up a booth at Grove Park with a-frames, maps, and a QR code to engage in conversation with the Vineyard community about Vineyard City Parks & Recreation. We also invited community members to fill out our survey.

Flyer the City: During the week of June 10th, we flyer the City of Vineyard to help further get word out about the Parks & Recreation master plan survey. We ended up receiving over 1,000 survey submissions.

Town Hall Meeting #1: In the evening on Thursday, June 20th, at the City Hall building, a-frames were set up that included maps to again inspire conversation with the Vineyard community about Parks & Recreation.

TASK 2: INVENTORY & EVALUATION

In June, we met to review current inventory in Vineyard, HOA-owned vs City-owned parks, trails, and potential land acquisition locations for Vineyard Parks & Recreation.

In July, we reviewed public survey data, trail opportunities, and NRPA data.

In August, we reviewed existing locations of Parks & Recreation amenities in Vineyard. Efforts also progressed towards implementing an Impact Fee Study through Zions Bank.

Town Hall Meeting #2: In the evening on Thursday, August 8th, at the HBA building, we set up a-frames and a table that included maps to once again encourage conversation with the Vineyard community about Parks & Recreation.

TASK 3: NEEDS ASSESSMENT & ANALYSIS

We compared the existing Parks & Recreation inventory in Vineyard to the NRPA standards for cities of similar population. The NRPA standards provide a threshold recommendation for how many residents necessitates an added amenity per amenity-type. Based on this data, we identified deficiencies and surpluses.

Local school facilities were excluded from the overall needs assessment.

TASK 4: RECOMMENDATIONS

In an effort to identify short-term and long-term amenity and facility needs, current City demand and priorities of the community were considered. MGB+A and CRSA then mapped where future amenities and facilities could be constructed within the City of Vineyard, utilizing information provided in the Cities current master plans.

To ensure strategic decision-making, we prioritized the construction of additional Parks & Recreation amenities and facilities within defined horizon time frames, including: by 2025, between 2026-2030, between 2031-2035, and between 2036-2045. This provides a framework to enable Vineyard City staff to plan accordingly and build out the recommendations as funding becomes available.

In collaboration with Vineyard City, MGB+A and CRSA also identified potential trail routes. They then led the mapping of trails.

TASK 5: COST

To estimate the construction costs for additional outdoor parks, trails, and recreational facilities, we conducted a detailed cost analysis. We then identified the estimated cost for all outdoor amenities per time frame (by 2025, between 2026-2030, between 2031-2035, and between 2036-2045).

Potential funding sources and amounts were then determined. However, large-scale facilities, such as a future community center, were not included in the cost analysis due to it requiring further feasibility studies to assess long-term viability and funding strategies.

CONCLUSION:

This parks & recreation master plan is the compilation of input from numerous individuals, groups, and NRPA data. The intention of this document is to guide the development of Parks & Recreation capital improvement projects for the next 20 years within Vineyard City. We consider this evaluation to serve Vineyard for the short-term and long-term future.

COMMUNITY

Identify opportunities for connectivity between current and proposed developments.

HEALTH & WELLNESS

Provide park access and opportunities in equal capacities across Vineyard.

CONSERVATION

Maintain, enhance, and preserve existing view corridors, wetlands, and amenity access.

*“Vineyard’s Parks & Recreation mission is to foster a sense of **community**, promote **health and wellness**, and **conserve** the natural beauty of Vineyard by creating inclusive, safe, and enjoyable spaces that inspire active lifestyles and lifelong memories.”*





INVENTORY

INVENTORY

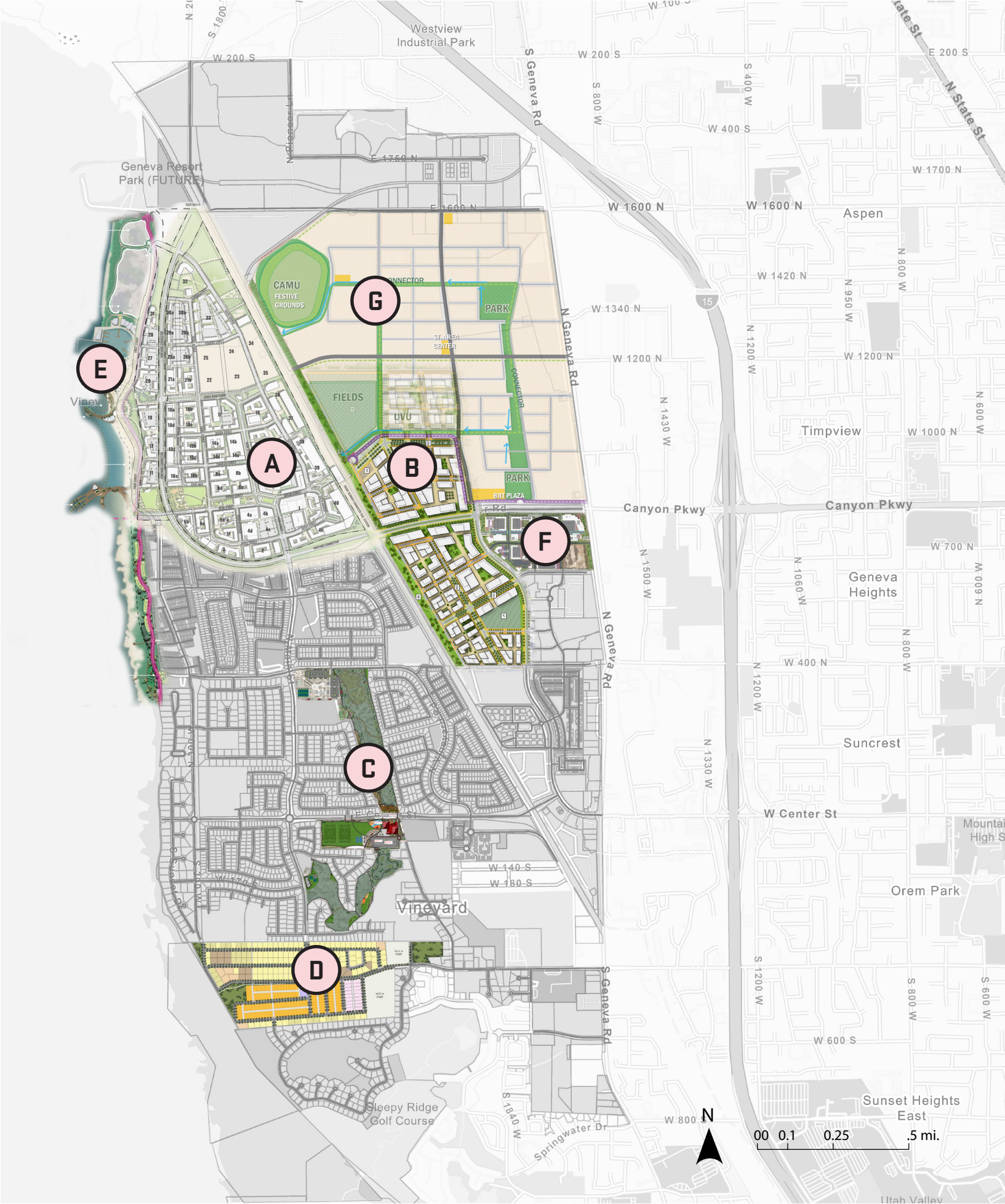
EXISTING MASTER PLANS

Vineyard City, UVU, and private investors have proposed a number of master-planned communities and developments throughout Vineyard. The map on the next page depicts the considerable future growth and development of these areas.

It is important to note, however, that each of the master plans may take years to fully incorporate and may not come to fruition in the manner which they are depicted on the map. Plans are likely to be adjusted, and this Vineyard Parks & Recreation master plan should also change as future developments occur.

Looking towards the future, impact fees collected through construction of Vineyard City developments will help bolster funding for future parks, trails, and amenities. Because developments may incorporate parks and recreational spaces, these master-planned areas have been considered in the effort of capital improvement project recommendations for Vineyard Parks & Recreation. It is imperative that recommended amenities be considered for construction in these areas.

- A** Utah City Master Plan
- B** UVU Master Plan
- C** Central Corridor Master Plan
- D** Holdaway Fields Development
- E** Vineyard Waterfront Plan
- F** The Forge Development
- G** Station Area Plan



Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

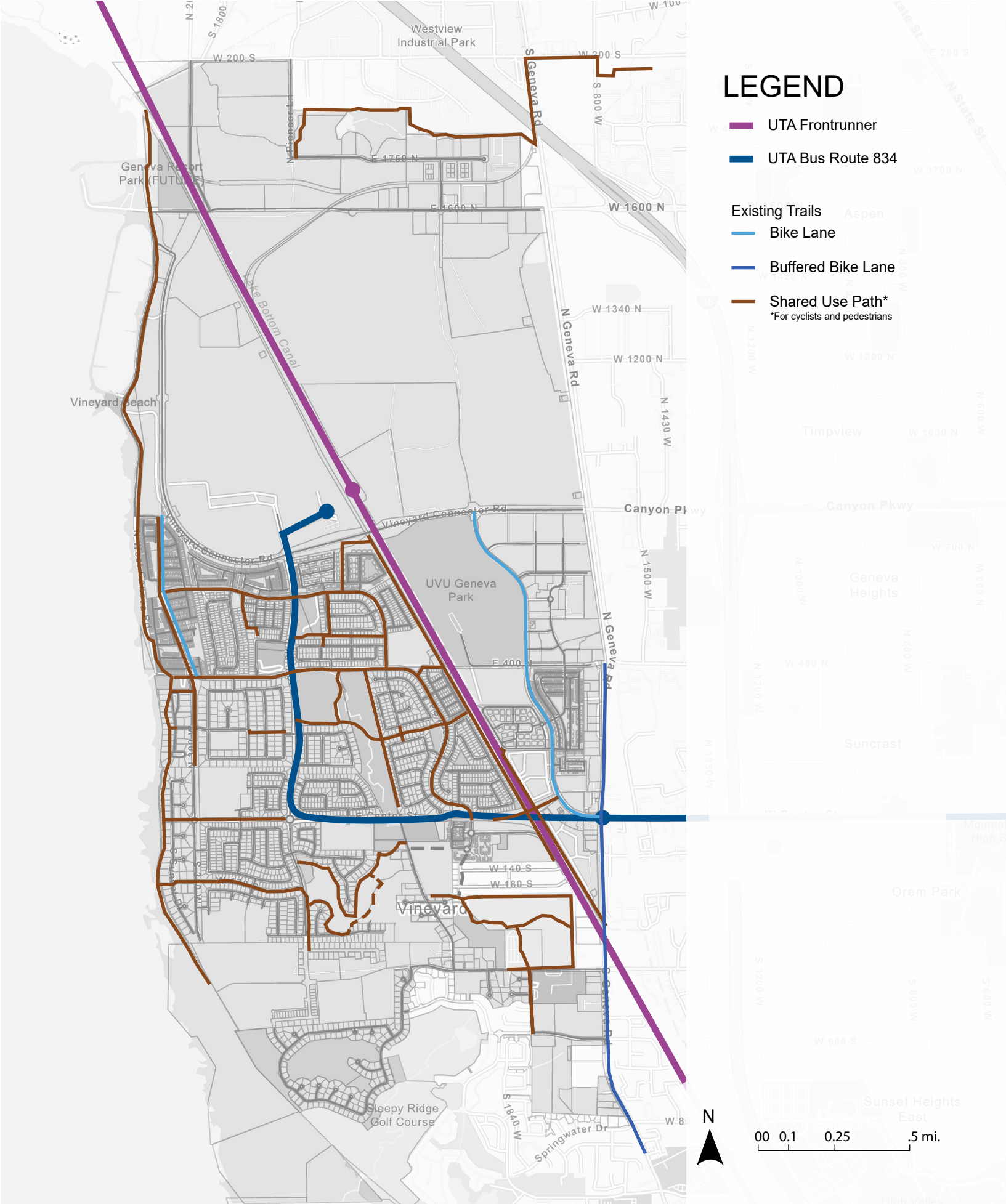
INVENTORY

EXISTING TRAILS & TRANSIT

Vineyard’s existing network of trails and transit prove that the city is very traversable through various modes of transportation. Multiple cross-city bike loops connect throughout the city and create ample opportunities for citizens to enjoy the many trail offerings.

Creating a seamless multi-modal path is a primary goal for Vineyard City so that community members have the option of enjoying their daily activities without having to depend on a car or long commute.

The map on the next page shows existing transit, bike, and walking paths to serve as a foundation for future connections and improvements.



INVENTORY
EXISTING AMENITIES

As shown in the table below, there are a number of various amenities available in Vineyard. However, it is important to note that not all HOA amenity offerings are open to the public for usage. Due to this, we only counted the HOA amenities at 50% towards the number of existing amenities on the NRPA calculations table found on page 33 of this document.

Having a current inventory of amenities provides the City with a better understanding of where it currently stands in recreational offerings to Vineyard residents.

While the NRPA data doesn't include an analysis for splash pads and ziplines, we still wanted to acknowledge that we have them available in Vineyard as a recreational amenity offering. You can see these listed at the bottom of the table below.

Amenities	HOA	Vineyard City	Total
*Tot Lot (3-5 years)	10	3	13
*Playground (5-12 years)	11	7	18
*Community Gardens	0	2	2
*Basketball Courts (Outdoor, Standalone)	3.5	2	5.5
*Multi-use Courts (Combined Outdoor) Tennis/Pickleball	0	2	2
*Tennis Court	0	1	1
*Pickleball Court	7	0	7
*Overlay Fields	0	4	4
*Rectangular Fields	0	3	3
*Dog Parks	1	0	1
*Swimming Pool	9	0	9
Splash Pad	0	1	1
Zipline	0	1	1

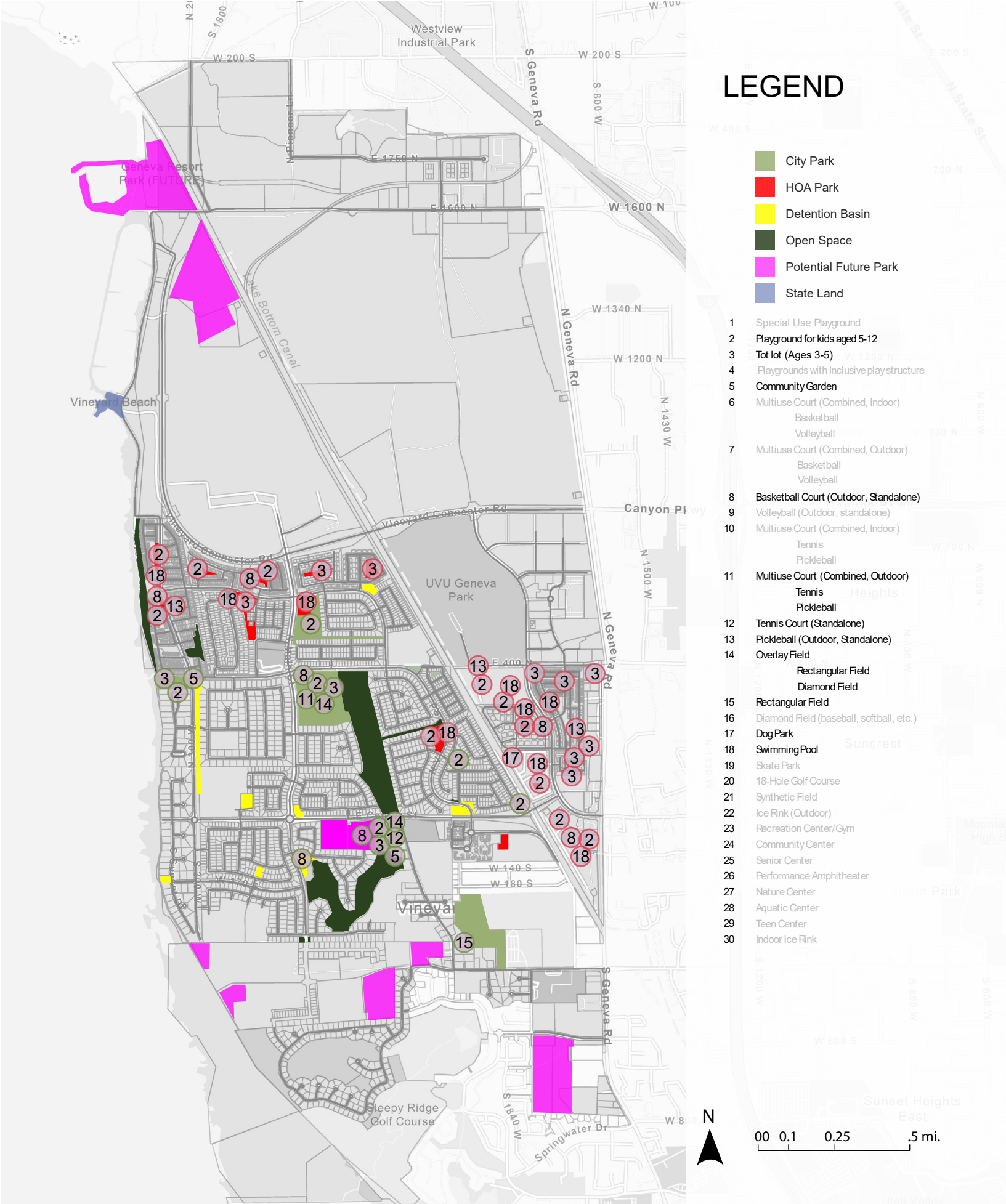
* = NRPA-specified amenity

Each NRPA-specified amenity item listed in the table below is identified in the map to the right. Please see the legend box to understand what each color and number represents. Additionally, the map includes detention basins, open space areas, and potential future park locations for Vineyard City.

For the Vineyard City basketball courts, there is one location with a full-court, and two locations with a half-court. Also, parks with more than one of the same amenity only portrays one amenity on the map.

Of the NRPA amenities listed (by number) in the map legend, those existing in Vineyard are bolded.

As the population grows out to the north and south of the central corridor, it will be imperative to expand amenity offerings to accommodate future residents.



INVENTORY

PARKS & SHARED SPACE

Area	Acreage	Ownership	*IFE
Grove Park	18.14	Vineyard	Yes
Lakeside Sports Complex	11.53	Vineyard	Yes
Penny Springs Park	7.69	Vineyard	Yes
Gammon Park	6.06	Vineyard	Yes
Other Basins	5.33	Vineyard	
Sunset Beach Park	3.06	Vineyard	Yes
Willows Park	2.89	HOA	
Vineyard Beach	1.90	State	
Lakefront Playground	1.46	HOA	
The Springs Community Park	1.33	HOA	
Tucker Row East	1.02	HOA	
Kelly Boren Memorial Park	1.01	HOA	
Bridgeport Park	0.98	Vineyard	
The Maples Basin	0.97	Vineyard	
City Hall Basin	0.77	Vineyard	
Preserve East	0.60	HOA	
Tucker Row West	0.58	HOA	
Rendezvous Park	0.50	Vineyard	
Preserve West	0.49	HOA	
Sunset Water Basin	0.47	Vineyard	
Lakefront Park and Pavilion	0.26	HOA	
Totals	67.04		
*IFE Vineyard Parks	46.48		Yes
Non-*IFE Vineyard Parks	1.48		
Vineyard Detention Basins	7.54		
HOA-Owned	9.64		
State-Owned	1.90		

INVENTORY

VINEYARD CITY-OWNED PARKS



GROVE PARK 18.14 acres

*Impact Fee Eligible

AMENITIES:

- Splash pad
- Zipline
- Playgrounds
- 2 tennis courts (with 4 lined pickleball courts)
- 2 semi-permanent pickleball nets
- Basketball (full-court)
- 3 Overlay fields (usable for soccer & baseball)
- 3 Pavilions
- Restrooms
- Parking
- Boardwalk Trail
- Mountain Bike Track (south end of wetland)



LAKESIDE SPORTS COMPLEX 11.53 acres

*Impact Fee Eligible

AMENITIES:

- 3 Rectangular fields (Only Orem can program)

Vineyard City owns land on the west-side of this park. Due to a previous contract agreement entered into years ago with Orem, Vineyard City is not allowed to run City Recreation programs here.



PENNY SPRINGS PARK 7.69 acres

*Impact Fee Eligible

AMENITIES:

- Playground
- Pond
- Shaded seating
- Restrooms
- Parking (Shared 50/50 with HOA)

INVENTORY

VINEYARD CITY-OWNED PARKS



GAMMON PARK 6.06 acres

*Impact Fee Eligible

AMENITIES:

- Playgrounds
- Community garden
- 1 Tennis court
- Basketball (1/2 court)
- 1 Overlay field (usable for soccer & baseball)
- 1 Pavilion
- Shaded seating
- Baseball backstop
- Restrooms
- Parking

Vineyard City owns the pumpkin patch land west of this park. This space is highly recommended for future capital project improvements for Parks & Recreation.

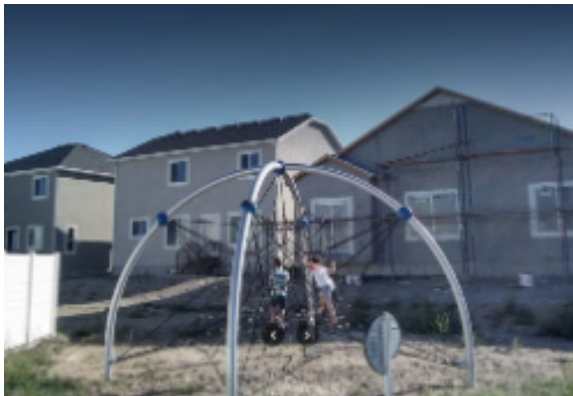


SUNSET BEACH PARK 3.06 acres

*Impact Fee Eligible

AMENITIES:

- Playground
- 1 Pavilion
- Restrooms
- Parking
- Utah Lake trail access



BRIDGEPORT PARK .98 acres

AMENITIES:

- Playground



RENDEZVOUS PARK 0.5 acres

AMENITIES:

- Playground

INVENTORY

LAND ACQUISITION

As shown in the map on the next page, there are (8) focus areas identified for potential Vineyard Parks & Recreation utilization.

1. Vineyard Land at Lakeside (~10 acres)

At Lakeside Park, Vineyard City currently owns about 10 acres of land on the west side. However, due to a contract agreement entered into many years ago, only Orem programs and maintains the park. There is a great opportunity for Vineyard to work out an agreement with Orem to utilize space here or leverage selling the land to purchase space elsewhere.

2. City-Owned Land by Gammon (~11 acres)

Vineyard City has previously leased this area out to farmers. With this land currently being owned by Vineyard, it is a prime location for added Parks & Recreation capital improvement projects. Currently, the Central Corridor master plan provides a design for this area.

3. Privately-Owned Land (~10 acres)

This area is currently owned by a private entity. However, there is potential for Vineyard City to purchase this land. Vineyard could obtain TTAB grants and other funding to help pay for the purchase of this land and/or building of a 4 baseball diamond complex or 4 soccer field complex if the City chooses to host tournaments with Orem City at this location and Lakeside Park. Not only would this be of interest to Orem City and provide an added revenue source to Vineyard, but this location could also host Vineyard City Recreation programs.

4. Privately-Owned Land (~20 acres)

Acquiring space at this location to build a large regional sports complex may be of interest to Vineyard City for Parks & Recreation. Due to the large amount of undeveloped land at this site, there could be a lot of possibilities for capital project improvements.

5. Privately-Owned Land (~45 acres)

This area has remained open space for years. It is recommended that Vineyard City explore potential options to beautify and enhance the area. Projects that reduce mosquito populations and increase accessible park space should be prioritized.

6. Vineyard Beach (~2 acres)

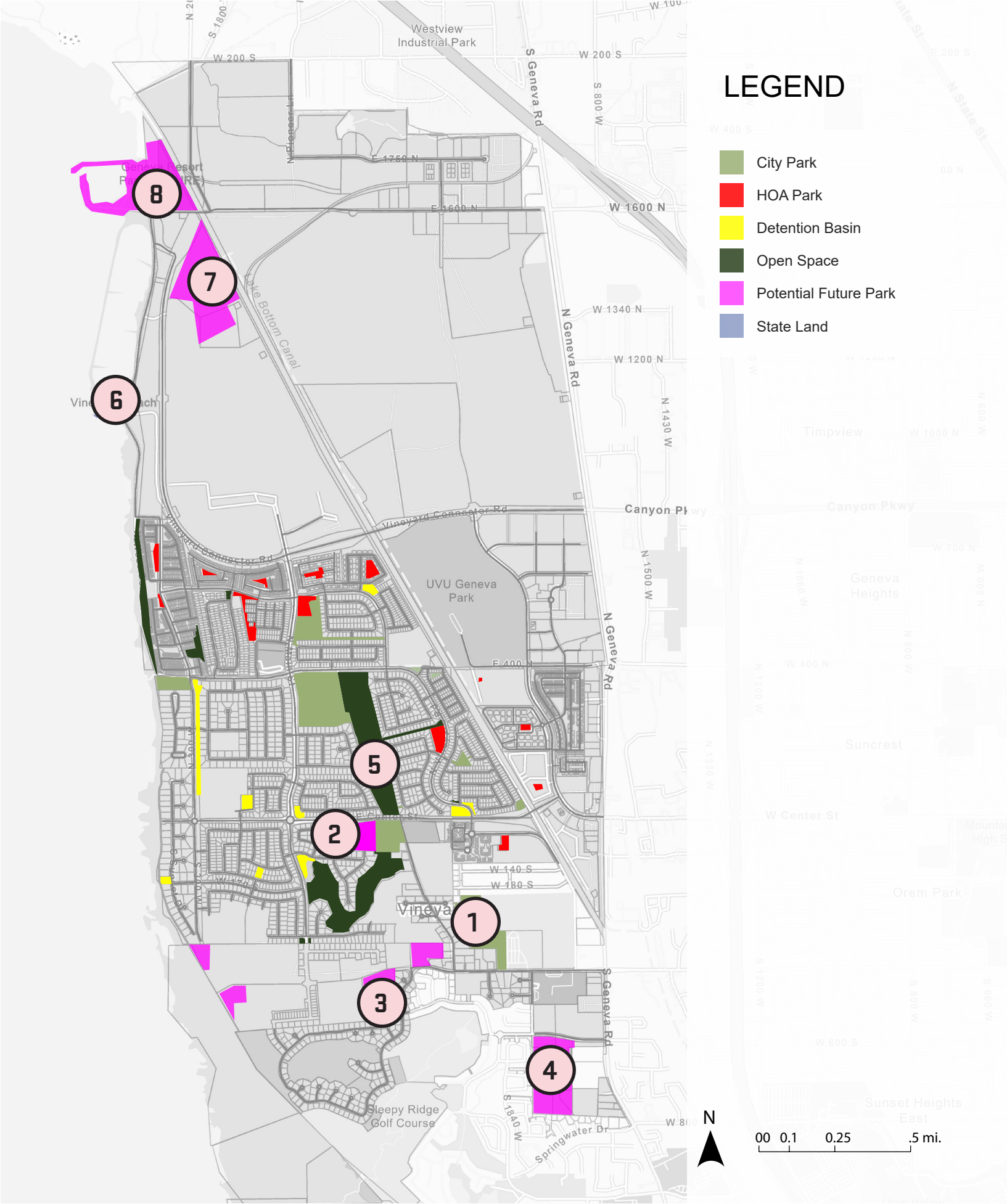
With a lakeshore clean-up project planned around this area, acquiring this state-owned land could give Vineyard City added freedom to program and utilize the property. This is a quiet area located on the shoreline of Utah Lake.

7. Geneva Park (~28 acres)

Within the Utah City Development, there is an area identified as "Geneva Park", which is planned for the utilization of added Parks & Recreation space. Due to there being a considerable amount of growth planned in the north side of Vineyard over the next 20 years, it is critical that Vineyard City work alongside Utah City to ensure adequate public space is provided in this area for Parks & Recreation utilization.

8. Lindon Marina

This Utah Lake-accessible location is privately-owned within Lindon City, but could be of great value to Vineyard Parks & Recreation, if purchased. Not only could the marina allow for water sport offerings, but it could also attract tourists and add a source of revenue to Vineyard City.



INVENTORY

PUBLIC INPUT

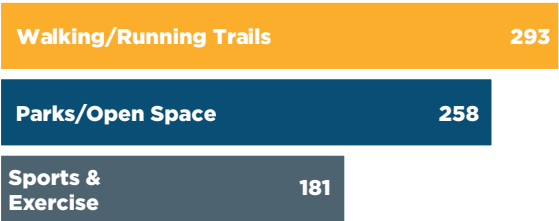
In June of 2024, we began our public outreach efforts to obtain feedback from the community regarding their current impressions and future desires relating to Vineyard City Parks & Recreation. As part of Vineyard Days, MGB+A, CRSA, and Vineyard City worked together to manage a booth that showcased maps of Vineyard trails and parks. We also advertised a Parks & Recreation survey to garner input. On the next page, a summarized report shows the public’s top three responses to various survey questions.

During this process, it was evident that many Vineyard residents desire to have a City Recreation Center. There was also interest in swimming, pickleball, baseball fields, and more playgrounds. Because funding approvals and construction projects can take years to pursue, it is recommended that Vineyard consider the ages of children in 10 years from now, so that future amenities are well-utilized.

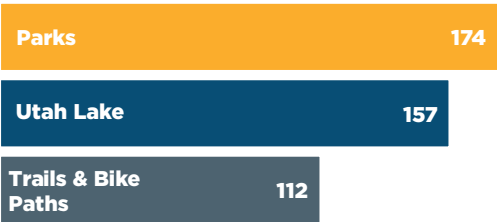
The NRPA population threshold for a Recreation Center is around 24,486 residents. For a Community Center, the threshold is around 27,858 residents. Due to the projected growth in population within Vineyard over the next several years, it is recommended that Vineyard City build a Recreation/Community Center by the end of 2035. Because Vineyard doesn’t currently have an indoor facility, Vineyard residents that purchase a pass to a neighboring City facility have the opportunity to receive an \$80 reimbursement per household per year from Vineyard City.

A public swimming facility is planned within the Utah City development. Due to this facility, a lakeshore clean-up project planned near the Utah City Promenade, and several HOA pools already constructed within Vineyard, it may not be necessary to have a pool feature within a Vineyard City Recreation/Community Center.

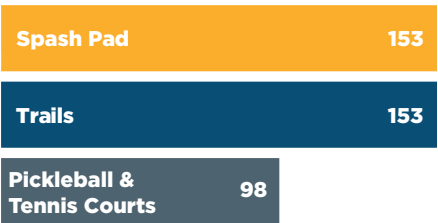
What gets you outside?



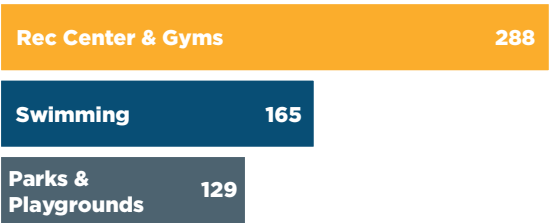
Favorite Natural Feature?



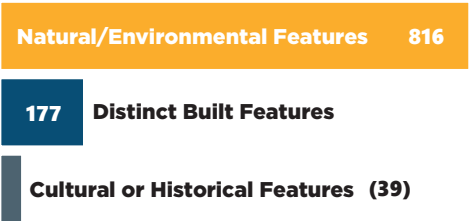
Favorite Vineyard Amenity?



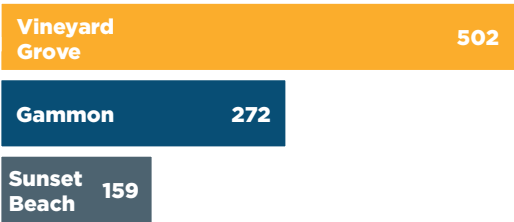
What amenities do you use outside of Vineyard?



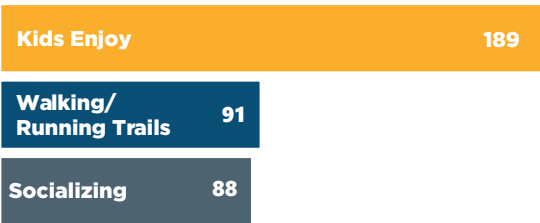
Most valuable to you?



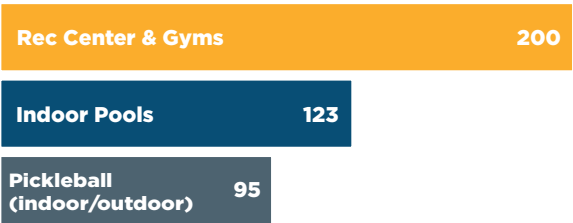
Favorite Vineyard City Park?



Why is this your favorite?



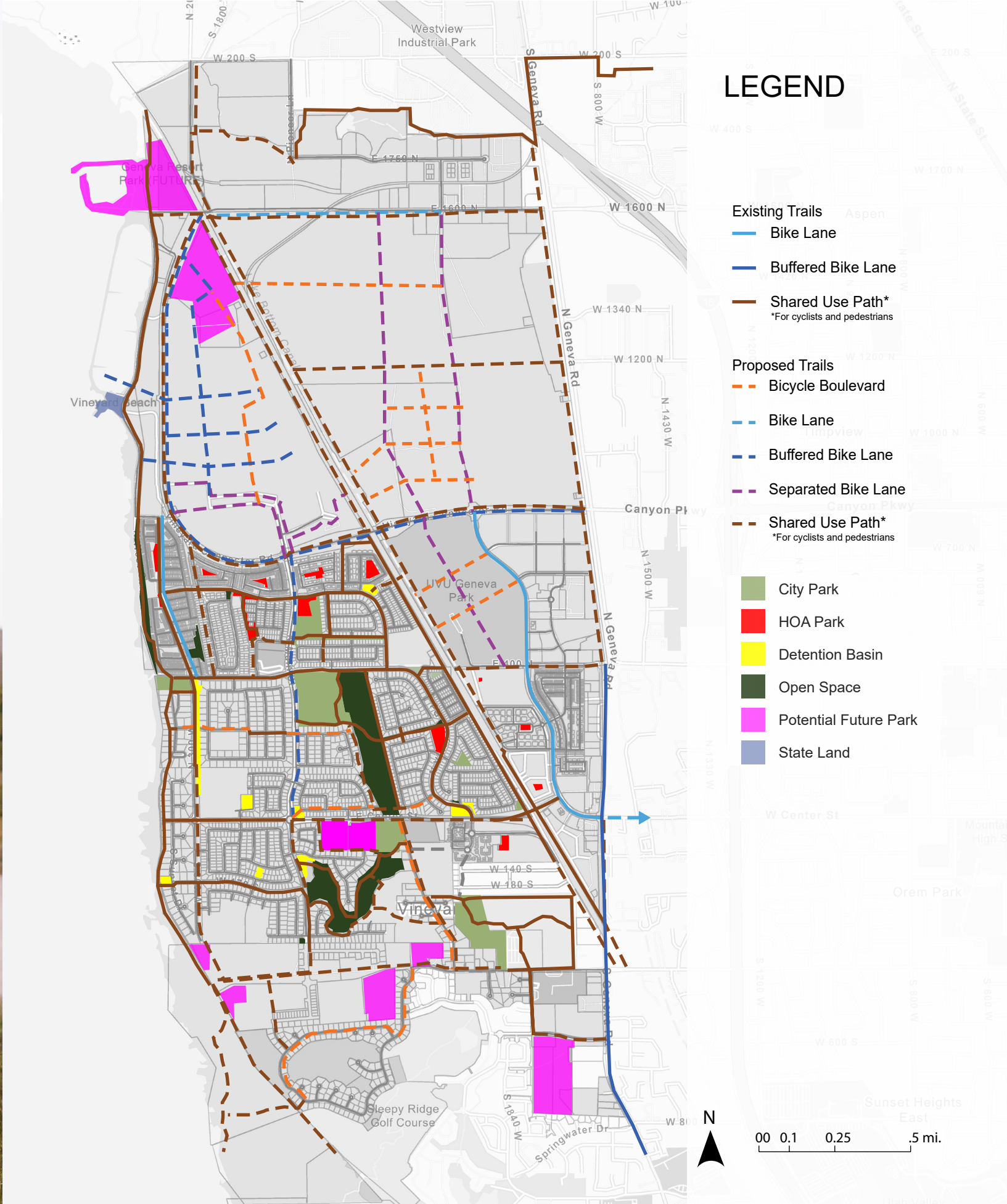
What’s missing in Vineyard?



ANALYSIS



26



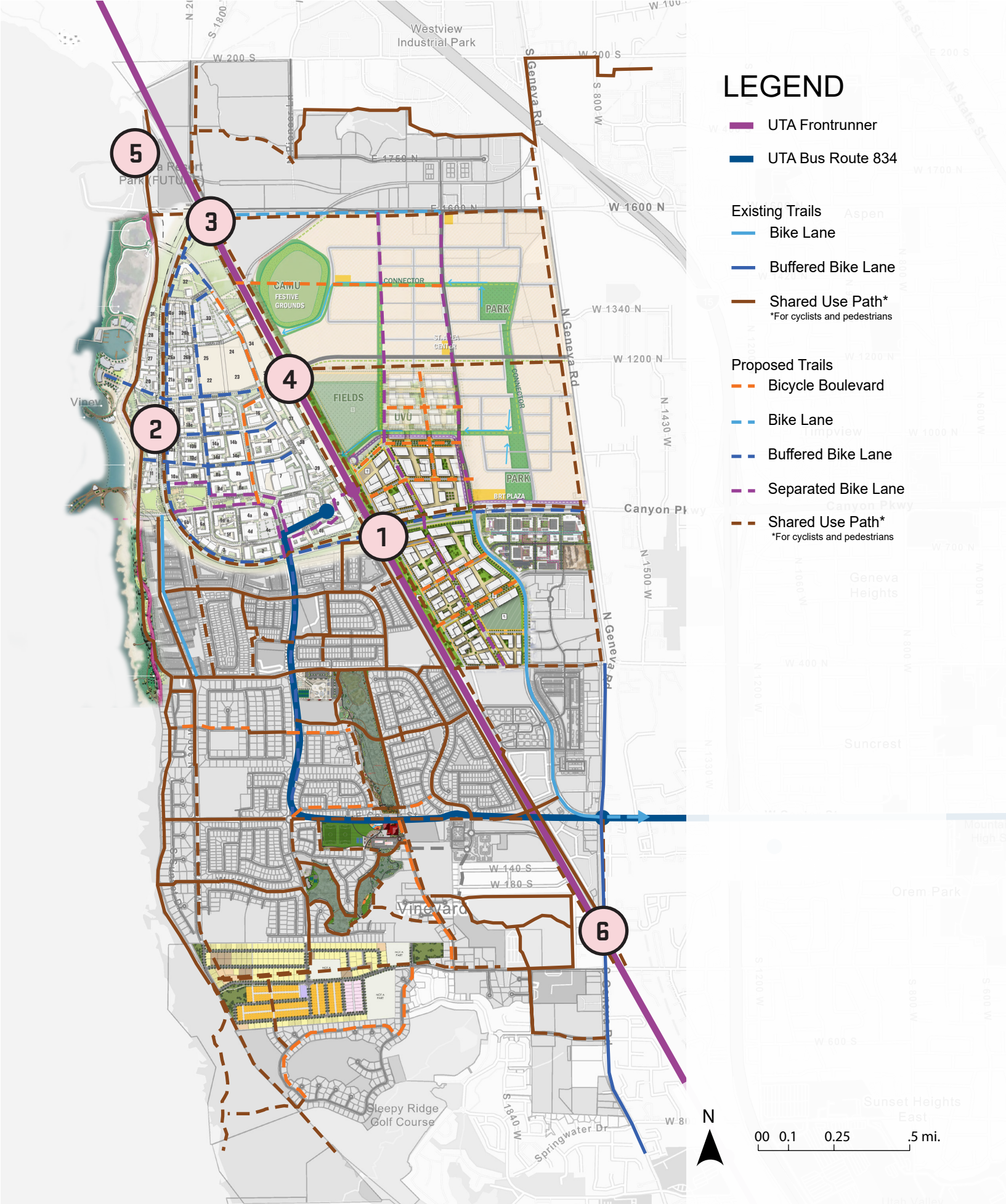
ANALYSIS

PLANNED TRAILS & TRANSIT

It is recommended that Vineyard City staff make trail-connectivity a continued priority within the existing trail system. There are a number of planned future improvements noted below to further enhance the depicted trail system and walkability of Vineyard.

- 1. Canyon Trail (Funded)
- 2. Vineyard Beach Trail Enhancements (\$3M allocated)
- 3. Lindon Heritage Trail (Funded by Lindon)
- 4. 1200 N. Overpass (Partially-funded by Vineyard)
- 5. Utah Lake Authority Nature Center (Federal / UVU)
- 6. Alloy Trail Extension (Orem / Vineyard - Planning)

Please note that not all of these plans are finalized or funded directly by Vineyard City. Some of the above-mentioned potential improvements may still be under negotiation and/or partially funded by the City. As a result, this list is not entirely exhaustive, and further plans for expansion are still on-going. Additional connectivity may be identified in future master planning efforts.





ANALYSIS

NRPA STANDARDS

In an effort to identify how Vineyard City Parks & Recreation amenity and facility offerings compare to other cities of similar population within the United States, MGB+A and CRSA acquired National Recreation and Parks Association (NRPA) data. NRPA is a non-profit organization that provides a comprehensive source of benchmarks and insights to identify standards for city needs of parks and recreation spaces. By identifying Vineyard's density factor and city population, we are able to recognize where the surpluses and deficiencies are for the community. The estimated numbers for Vineyard City are as follows:

Density factor:	5*
Current population:	18,176**
Projected population in 2045:	50,000

It is important to note that while the NRPA standards can be helpful in identifying Vineyard City needs, the amenity and facility recommendations may not match exactly what Vineyard residents desire. As a result, it is crucial that City staff obtain continual input from the community to ensure that prioritized amenities will be well-utilized. Also, because Vineyard City is made up of many families with young children, it would be wise to consider the needs of the community a few years down the road.

**This is based off of the NRPA municipality sample statistics for identifying national averages. A density factor of 5 means that there is about 5 residents per acre in Vineyard.*

***This population number was provided from the Mountainland Association of Government in September of 2024.*

ANALYSIS

NRPA COMPARISON

The table on the next page shows the number of additional amenities recommended for construction in Vineyard, by date. These numbers consider Vineyard City's current inventory and are based off of NRPA standards for similar-sized cities in the United States.

NOTE: HOA-provided amenities are counted at 50% since they are private facilities and are not available to the general public. *See table on page 14 for a list of the existing amenities in Vineyard.*

The Vineyard City population estimates, listed below, are based off of the following data from the Mountainland Association of Government (September 2024):

- 2024: 18,176
- 2025: 19,371
- 2026: 20,644
- 2027: 22,001
- 2028: 23,447
- 2029: 24,988
- 2030: 26,631
- 2031: 27,663
- 2032: 28,735
- 2033: 29,849
- 2034: 31,006

According to the above-listed Vineyard City population estimates, it is assumed that the 2035 population will exceed 32,000 residents. Additionally, the projected population in 2045 is approximately 50,000 residents.

AMENITIES	2025	2030	2035	2045	POPULATION THRESHOLD
Tot lots - Playgrounds for ages 2-5	0	0	0	0	12,744
Playgrounds for ages 5-12	0	0	0	4	3,089
All-Abilities Playgrounds	0	1	0	1	19,729
Community Gardens	0	0	0	0	27,262
Multi-use Basketball/Volleyball Courts (Indoor)	1	0	1	1	14,577
Multi-use Basketball/Volleyball Courts (Outdoor)	1	0	1	1	15,531
Basketball Courts (Outdoor, Standalone)	0	0	1	2	7,501
Volleyball (Outdoor, Standalone)	1	0	1	1	14,280
Multi-use Tennis/Pickleball Courts (Indoor)	1	0	1	1	14,950
Multi-use Tennis/Pickleball Courts (Outdoor)	0	0	0	1	13,000
Tennis Court (Standalone)	2	1	1	4	5,461
Pickleball (Outdoor, Standalone)	0	0	0	2	7,737
Overlay Fields (Rectangular/Diamond)	0	0	0	1	10,000
Rectangular Fields	2	2	2	6	3,333
Diamond Fields (baseball, softball, etc.)	6	2	2	6	3,007
Dog Parks	0	0	0	1	27,508
Swimming Pools	0	0	0	0	27,081
Skate Parks	0	0	0	1	33,167
18-Hole Golf Course	0	0	0	1	32,812
Synthetic Fields	0	1	0	1	23,189
Ice Rinks (Outdoor)	0	1	0	1	19,770
Recreation Center/Gyms	0	1	0	1	24,486
Community Centers	0	0	1	0	27,858
Senior Centers	0	0	1	0	31,985
Performance Amphitheaters	0	0	0	1	32,255
Nature centers	0	0	0	1	33,669
Aquatic Centers	0	0	1	0	31,000
Teen Centers	0	0	1	0	31,785
Indoor Ice Rinks	0	1	0	1	23,512



RECOMMENDATIONS

RECOMMENDATIONS

PROPOSED AMENITIES

Considering the NRPA analysis, existing Vineyard City master plans, public feedback, and staff feedback, the table on the next page lists (by date) the recommended amenities and facilities to be constructed in Vineyard per specified timeframe.

Results from Public Feedback:

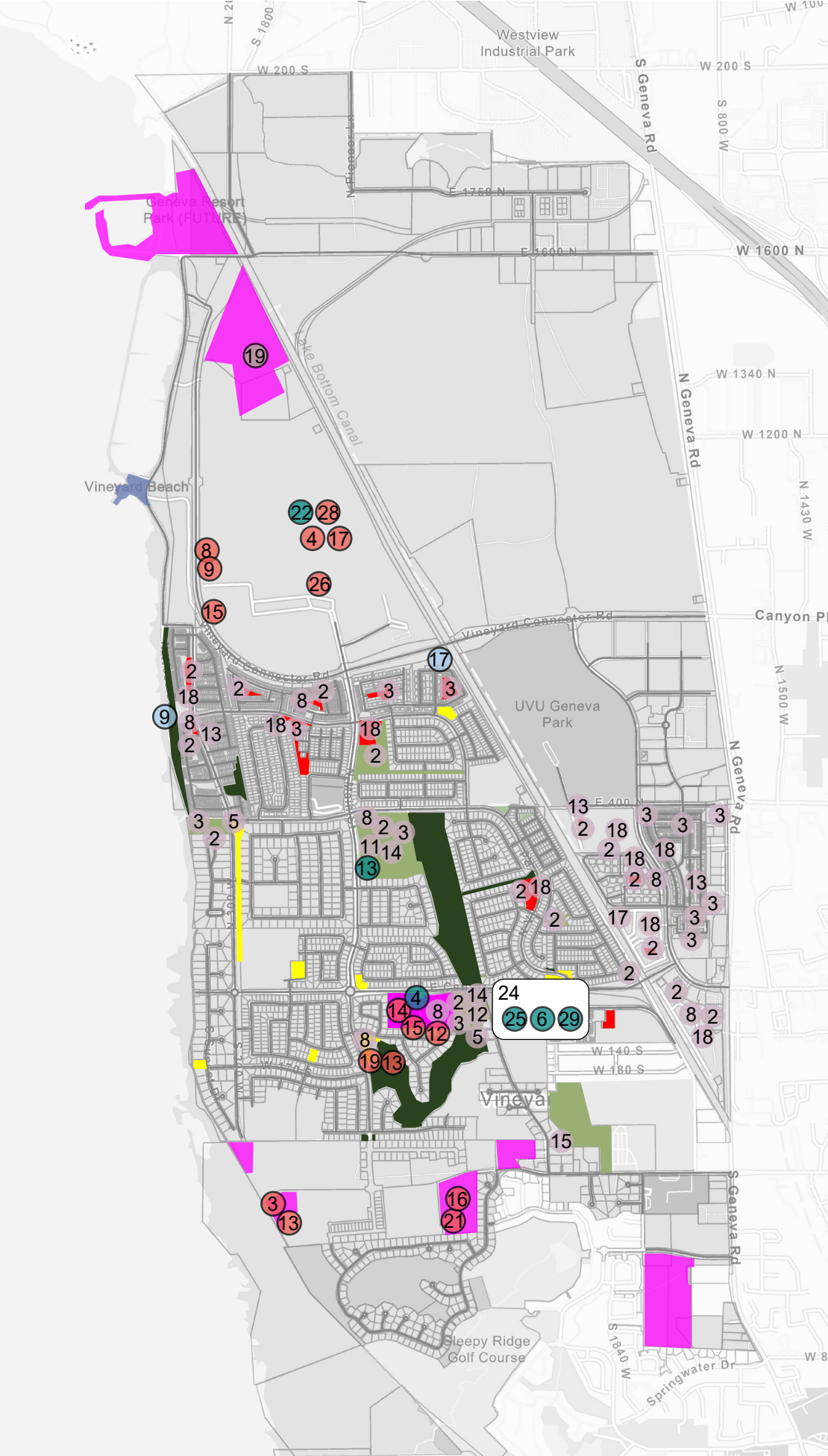
While NRPA standards hint that a Skate Park shouldn't be built until later than is proposed in the table on the next page, there has been great interest from the public in getting the facility sooner.

Additionally, aside from the traditional NRPA list of amenities and facilities, public input has also revealed interest and encouraged priority of constructing a pump track, ninja warrior course, and disc golf course in Vineyard.

Results from Staff Feedback:

It is recommended that the City prioritize building a sports complex in one location, instead of one court/field at various locations across the City. This allows for enhanced fiscal responsibility, management of programming, and easier maintenance. To meet the demands of current Vineyard City-run Recreation programs, staff recommends priority for additional soccer fields, complex of 4 tennis courts, complex of 4-12 pickleball courts, and indoor basketball courts.

Amenities	2025	2026-2030	2031-2035	2036-2045
Mountain Bike Park	1			1
Volleyball Court	1	1		
Dog Park	1	1		
Skate Park		1		1
Pickleball (Outdoor, Standalone)		8	12	
Disc Golf		1		
Fishing Pond		1		
Overlay Field		1		
All-Abilities Playground		1	1	
Community Centers			1	
Teen Center			1	
Rectangular Field		2		
Synthetic Field		2		
Playground primarily dedicated for kids aged 5-12	1			
Tot lot - Playground for ages 2-5		1		
Multi-use Basketball/Volleyball/Pickleball Court (Indoor)			3	
Basketball Court (Outdoor, Standalone)		1		
Tennis Court (Standalone)		4		
Diamond Field (baseball, softball, etc.)		2		
Ice Rink (Outdoor)			1	
Senior Center			1	
Performance Amphitheater		1		
Aquatic Center		1		
Ninja Warrior Course		1		
Cemetery		1		



LEGEND

- Existing
- End of 2025
- 2026 to 2030
- 2031 to 2035
- 2036 to 2045

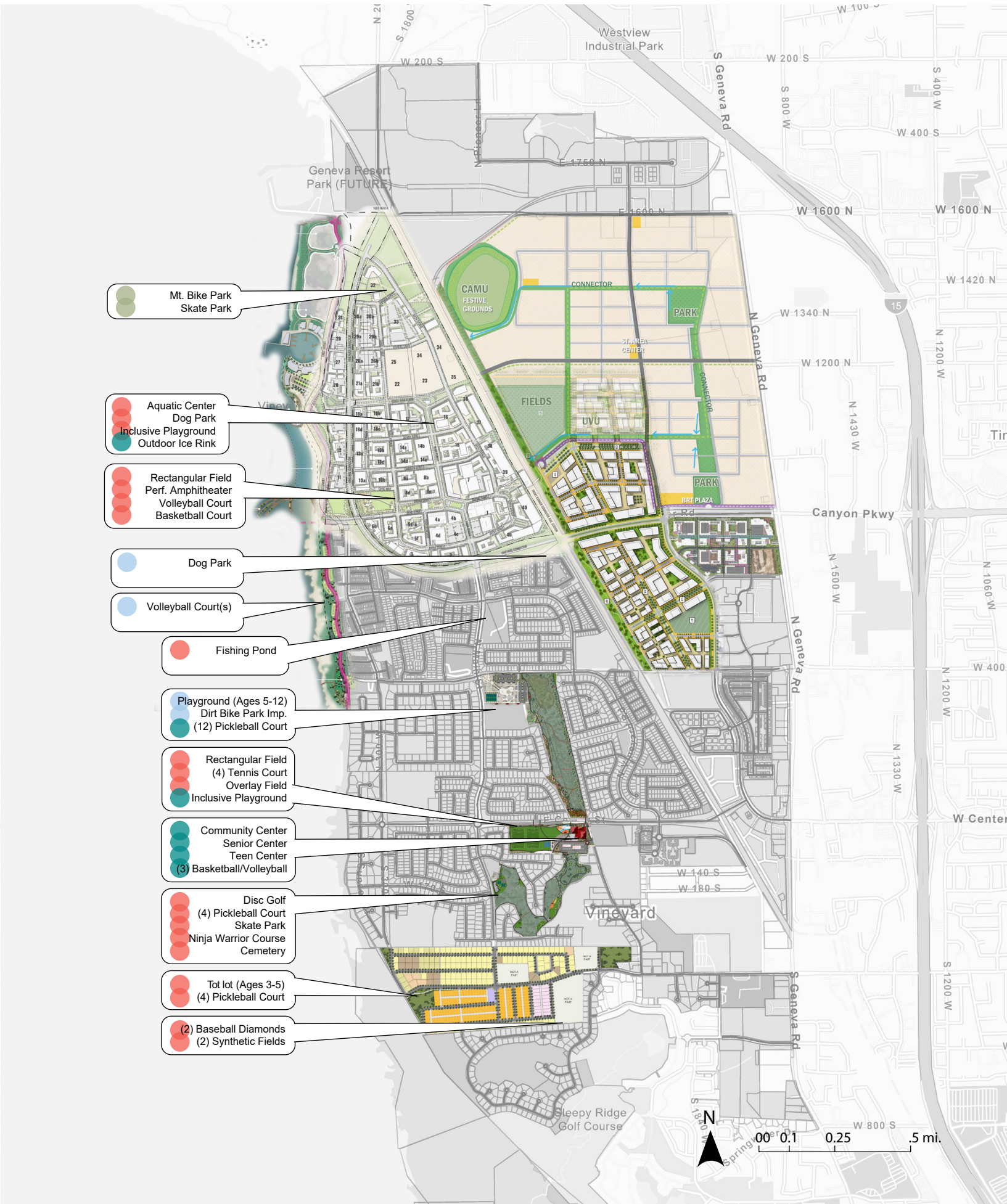
- 1 Special Use Playground
- 2 Playground for kids aged 5-12
- 3 Tot lot (Ages 3-5)
- 4 Playgrounds with Inclusive playstructure
- 5 Community Garden
- 6 Multiuse Court (Combined, Indoor)
Basketball
Volleyball
- 7 Multiuse Court (Combined, Outdoor)
Basketball
Volleyball
- 8 Basketball Court (Outdoor, Standalone)
- 9 Volleyball (Outdoor, standalone)
- 10 Multiuse Court (Combined, Indoor)
Tennis
Pickleball
- 11 Multiuse Court (Combined, Outdoor)
Tennis
Pickleball
- 12 Tennis Court (Standalone)
- 13 Pickleball (Outdoor, Standalone)
- 14 Overlay Field
Rectangular Field
Diamond Field
- 15 Rectangular Field
- 16 Diamond Field (baseball, softball, etc.)
- 17 Dog Park
- 18 Swimming Pool
- 19 Skate Park
- 20 18-Hole Golf Course
- 21 Synthetic Field
- 22 Ice Rink (Outdoor)
- 23 Recreation Center/Gym
- 24 Community Center
- 25 Senior Center
- 26 Performance Amphitheater
- 27 Nature Center
- 28 Aquatic Center
- 29 Teen Center
- 30 Indoor Ice Rink

X Facility/
Building

N

00 0.1 0.25 .5 mi.

Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS



Mt. Bike Park
Skate Park

Aquatic Center
Dog Park
Inclusive Playground
Outdoor Ice Rink

Rectangular Field
Perf. Amphitheater
Volleyball Court
Basketball Court

Dog Park

Volleyball Court(s)

Fishing Pond

Playground (Ages 5-12)
Dirt Bike Park Imp.
(12) Pickleball Court

Rectangular Field
(4) Tennis Court
Overlay Field
Inclusive Playground

Community Center
Senior Center
Teen Center
(3) Basketball/Volleyball

Disc Golf
(4) Pickleball Court
Skate Park
Ninja Warrior Course
Cemetery

Tot lot (Ages 3-5)
(4) Pickleball Court

(2) Baseball Diamonds
(2) Synthetic Fields

N

00 0.1 0.25 .5 mi.

Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

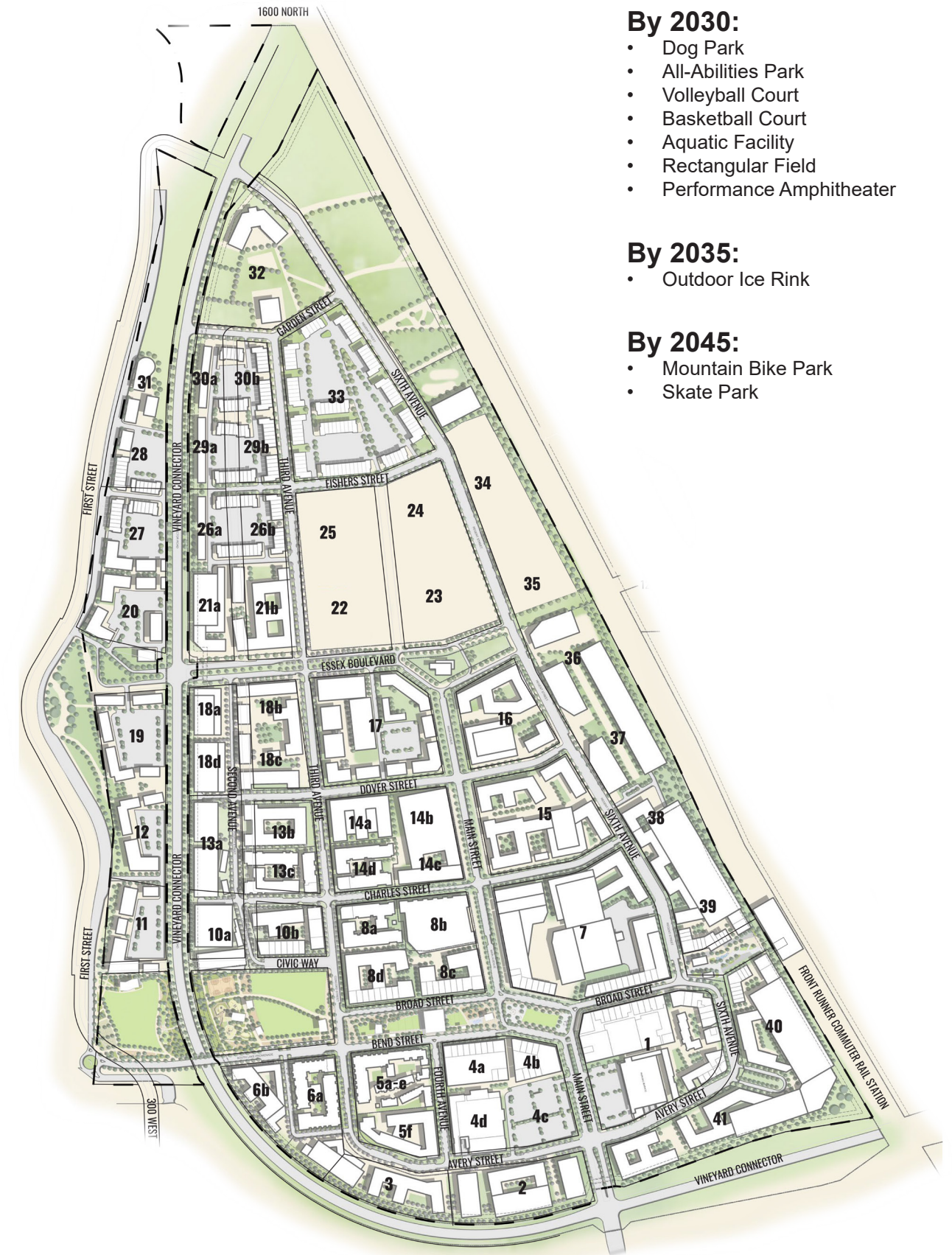
RECOMMENDATIONS

VINEYARD GROVE PARK



RECOMMENDATIONS

UTAH CITY MASTER PLAN



- Mountain Bike Park
- Skate Park

RECOMMENDATIONS
CURRENT CITY HALL

Ninja Warrior Course by 2030

4 Pickleball Courts by 2030

Skate Park by 2030



0 200 400 Feet



RECOMMENDATIONS
HOLDAWAY FIELDS

Tot Lot Playground &
4 Pickleball Courts by 2030



0 600 1,200 1,800 Feet



GAMMON PARK

Rectangular Field & Overlay Field by 2030

Community Center by 2035

All-Abilities Park by 2035



4 Tennis Courts by 2030

0 200 400 600 800 Feet



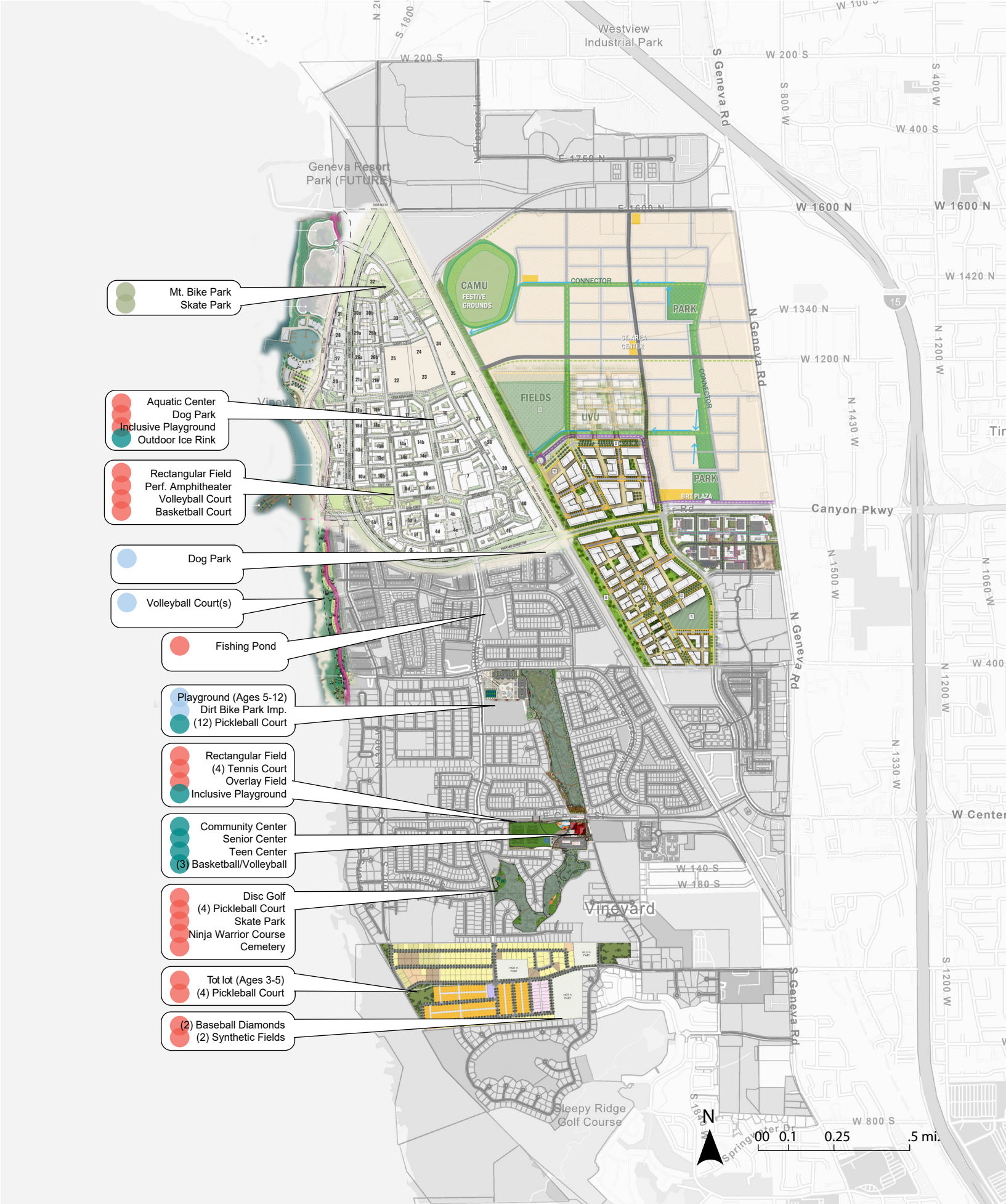
COST ANALYSIS



COST ANALYSIS
MASTER PLAN

The table below includes a unit cost estimate for each listed amenity that is recommended for construction and to be paid for by Vineyard City within the specified time frames.

Number	Amenities	Unit Cost	2025	2030	2035	2045	Quantity	Multiplied Cost
1	Special Use Playground						0	\$ -
2	Playgrounds primarily dedicated for kids aged 5-12		1				1	Funded
3	Tot lots - Playgrounds for ages 2-5			1			1	Developer Provided
4	Playgrounds with Inclusive play structures	\$ 1,500,000.00		1	1		2	\$ \$1.5M/Provided
5	Community Gardens						0	\$ -
6	Multiuse Courts (Combined, Indoor)				3		3	To be determined
	Basketball						0	\$ -
	Volleyball						0	\$ -
7	Multiuse Courts (Combined, Outdoor)						0	\$ -
	Basketball						0	\$ -
	Volleyball						0	\$ -
8	Basketball Courts (Outdoor, Standalone)			1			1	Developer Provided
9	Volleyball (Outdoor, standalone)		1	1			2	Funded/Provided
10	Multiuse Courts (Combined, Indoor)						0	\$ -
	Tennis						0	\$ -
	Pickleball						0	\$ -
11	Multiuse Courts (Combined, Outdoor)						0	\$ -
	Tennis						0	\$ -
	Pickleball						0	\$ -
12	Tennis Court (Standalone)	\$ 75,000.00		4			4	\$ 300,000.00
13	Pickleball (Outdoor, Standalone)	\$ 50,000.00		8	12		20	\$ \$800K/Provided
14	Overlay Fields	\$ 250,000.00		1			1	\$ 250,000.00
	Rectangular Field						0	\$ -
	Diamond Field						0	\$ -
15	Rectangular Fields	\$ 250,000.00		2			2	\$250K/Provided
16	Diamond Fields (baseball, softball, etc.)	\$ 200,000.00		2			2	\$ 400,000.00
17	Dog Parks	\$ 75,000.00	1	1			2	\$ \$75K/Provided
18	Swimming Pools						0	\$ -
19	Skate Parks	\$ 1,000,000.00		1		1	2	\$1M/Provided
20	18-Hole Golf Courses						0	\$ -
21	Synthetic Fields	\$ 1,000,000.00		2			2	\$ 2,000,000.00
22	Ice Rinks (Outdoor)				1		1	Developer Provided
23	Recreation Centers/Gyms						0	\$ -
24	Community Centers				1		1	To be determined
25	Senior Centers				1		1	To be determined
26	Performance Amphitheaters			1			1	Developer Provided
27	Nature Centers						0	\$ -
28	Aquatic Centers			1			1	Developer Provided
29	Teen Centers				1		1	To be determined
30	Indoor Ice Rinks						0	\$ -
	Non NRPA							
31	Disc Golf	\$ 25,000.00		1			1	\$ 25,000.00
32	Mountain Bike Park	\$ 75,000.00	1			1	2	\$75K/Provided
33	Ninja Warrior Course	\$ 500,000.00		1			1	\$ 500,000.00
34	Fishing Pond	\$ 10,000.00		1			1	\$ 10,000.00
35	Cemetery			1			1	To be determined



Map Sources: of Utah, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

COST ANALYSIS

OUTDOOR AMENITIES PHASING

Only outdoor amenities are calculated in this cost analysis. Facilities, supporting infrastructure, land, and maintenance expenses will need to be analyzed respectively via facilities feasibility studies, construction estimates, land acquisition analysis, & maintenance cost projections. Inflation costs are also not included in these cost estimates.

CURRENT PROJECTS (by 2025)

Focus: Land Acquisition & Amenities

Immediate priority should be acquiring land for future Parks & Recreation facilities and amenities. For acquiring land, please refer to page 20 in this document. Recommended amenities to be built by the end of 2025 include:

- Dog Park
- Mountain Bike Park Enhancement
- Outdoor Sand Volleyball Court
- Playground dedicated for kids age 5-12

Source of financing for above-listed amenities:

The above-listed dog park is to be located within the Tucker Row subdivision and is likely to need \$75,000 of funding. The Mountain Bike Park Enhancement is likely to need \$75,000 of funding. The Outdoor Sand Volleyball Court already has funding approved (from ULA grant and Vineyard City). The playground dedicated for kids age 5-12 is referring to Slide Hill at Grove Park, which has funding approved (from Vineyard City).

COST ESTIMATE: \$150,000

It is recommended that Vineyard City obtain \$15,000 from the ARCH Grant, \$60,000 from the Vineyard City RAP Tax fund, and \$75,000 from Parks Impact Fees.

1-5 YEAR PLAN (by 2030)

Focus: Grant Acquisition & Amenities

Recommended priorities for the next five years include: acquire grants, build outdoor amenities, and increase trail connectivity. Recommended amenities to be built by the end of 2030 include:

- All-Abilities Park
- Dog Park
- Aquatic Center
- Basketball Court
- Volleyball Court
- Performance Amphitheater
- 2 Rectangular Fields
- Tot Lot Playground for Ages 3-5
- 8 Pickleball Courts
- Skate Park
- Disc Golf Course
- Fishing Pond
- Overlay Field
- 2 Synthetic Fields
- 4 Tennis Courts
- 2 Baseball Fields
- Ninja Warrior Course

Source of financing for above-listed amenities:

The all-abilities park, dog park, aquatic center, basketball court, volleyball court, performance amphitheater, and one rectangular field are planned to be provided within Utah City, at no cost to Vineyard City. The tot lot playground for ages 3-5 and 4 pickleball courts are to be provided within the Holdaway Fields development, at no cost to Vineyard City. All other amenities listed above would likely need funding.

COST ESTIMATE: \$4,435,000

It is recommended that Vineyard City obtain \$500,000 in UORG Grants, work with Orem City to get \$2,000,000 in TTAB Grants, use \$1,500,000 from RAP Tax fund, and the remaining \$435,000 from Parks Impact Fees.

6-10 YEAR PLAN (by 2035)

Focus: Amenities

Between the next 6-10 years, it is recommended that Vineyard City build a Community Center and focus on maintaining outdoor amenities to ensure quality offerings. Recommended amenities to be built by the end of 2035 include:

- Community Center (Including area for: Teen center, Senior Center, and 3 Indoor Multi-purpose courts for Basketball/Volleyball/Pickleball)
- Outdoor Ice Rink
- 12 Pickleball Courts
- All-Abilities Playground

Source of financing for above-listed amenities:

To finance a Community Center that includes separate designated areas for teens, seniors, and 3 indoor multi-purpose courts (for basketball, volleyball, and pickleball), it is recommended that Vineyard City obtain a General Obligation bond. The outdoor ice rink is planned to be built within Utah City, at no cost to Vineyard City. The remaining amenities would likely need funding.

COST ESTIMATE: \$2,100,000

It is recommended that Vineyard City obtain \$500,000 in grants from organizations such as UORG, ARCH Grant, etc, use \$1,090,000 from the RAP Tax fund (pending it being continued for another 10 years), and the remaining \$510,000 from Parks Impact Fees.

11-20 YEAR PLAN (by 2045)

Focus: Maintenance & Trail Connectivity

Recommended priorities between years 11-20 include: complete projects that haven't yet been implemented, ensure quality maintenance of amenities, and trail connectivity. Recommended amenities to be built by the end of 2045 include:

- Mountain Bike Park
- Skate Park (with Olympic-type features)

Source of financing for above-listed amenities:

The Mountain Bike Park and Skate Park (with Olympic-type features) are planned to be provided within Utah City, at no cost to Vineyard City.

COST ESTIMATE: \$0

TOTAL COST ESTIMATES

It is important to note that amenities listed as "planned to be provided" within a privately-owned area are not guaranteed. While these amenities are "planned", it is possible that "plans" can change.

Additionally, it is imperative to understand that while the projected amenity costs for the next 20 years only equates to approximately **\$6,685,000**, there are trail connection costs not accounted for in this amount, nor unforeseen projects and repairs that are likely to come about.

Based upon the Impact Fee Analysis, it is estimated that over the next 10 years, **\$9,081,244** is needing to be spent on Parks and **\$6,103,196** for Trails. This totals the need for **\$15,184,440** to maintain current service levels of park acreage per 1,000 residents in Vineyard City, based upon estimated population growth.

COST ANALYSIS

FUNDING

Due to the Impact Fee Analysis focusing on the next 10 years, the following info on this page is to correlate with that time frame.

RAP Tax Fund

Projection by June 30th, 2025: \$515,000

Due to the Vineyard City Recreation and Parks tax that was passed in 2019, 0.1% sales tax revenues in Vineyard gets added to the Vineyard RAP tax fund. The RAP tax earnings can then be spent on arts, parks, and recreation amenity and facility improvements. By July of 2025, Vineyard should have an estimated \$535,000 available for use. However, \$35,000 of this is planned to be spent on the ARCH Grant. If \$15,000 of that \$35,000 amount is approved for the Mountain Bike Park enhancement, then that would result in about \$515,000 available for capital improvement projects.

RAP Tax Revenue

Projection: \$2,150,000

It is estimated that \$1,100,000 will be added to the RAP Tax fund between July 1st, 2025 and December 31, 2029. Because the RAP Tax ends in 2029, it is recommended that Vineyard City add the RAP tax funding option to the 2029 ballot to ensure funds are continually allocated for Parks & Recreation projects for another 10 years (through 2039). If this occurs, it is estimated that Vineyard City will obtain a total of about \$1,250,000 in added RAP Tax revenue between January 1st, 2030 and December 31st, 2035, averaging about \$250,000 in revenue per year. This would result in the RAP Tax Fund having accrued \$2,350,000 between July 1st, 2025 and December 31st, 2035. With approximately \$20,000 to be spent each year from the RAP Tax Fund for the ARCH Grant, this leaves about \$2,150,000 remaining for use.

Grant Money Earnings

Projection: \$3,000,000

Applying for grants is recommended for Vineyard City. There are many grants available relating to Parks & Recreation including: UORG, ARCH Grant, Utah Lake Authority Grant, TTAB etc. It is recommended that Vineyard City work to obtain \$3,000,000 in grants by the end of the year 2035. This averages out to be approximately \$300,000 per year. For this to be possible, approximately \$2,000,000 of this amount would likely need to come from TTAB.

Parks Impact Fee Revenue

Needed: \$9,519,440

Alongside this Parks & Recreation master plan, a Parks Impact Fee Analysis was performed. The purpose of this impact fee is to ensure Vineyard City can offer future residents the same level of service as is currently existing in Vineyard for Parks & Recreation.

Based off of the analysis provided by Zions Bank Public Finance, Vineyard City can charge \$3,422.88 per household on new incoming development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development.

With about \$9,519,440 needed in revenues from a Parks Impact Fee to meet Vineyard City Parks & Recreation needs over the next 10 years, this would necessitate approximately 2,782 new incoming development households by 2035 to cover estimated costs.







VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 11, 2025

Agenda Item: Water Supply Agreement between Central Utah Water Conservancy District & Vineyard City

Department: Public Works Department

Presenter: Devan Peterson, Patrick James

Background/Discussion:

Vineyard City continues to experience rapid growth and increasing demand for reliable water sources. In line with the City's Water Master Plan and long-term infrastructure goals, this agreement represents a significant milestone in the City's long-term water planning efforts. As anticipated, when Vineyard City began its partnership with the Central Utah Water Conservancy District (CUWCD), this Water Supply Agreement secures 1,500 acre-feet (AF) of Central Water Project (CWP) Municipal and Industrial water annually to support Vineyard's projected growth.

Execution of this agreement was a critical component of the City's original commitment to CUWCD. As part of that commitment, Vineyard constructed a 6-million-gallon water storage tank to meet CUWCD's system requirements. The agreement aligns with the City's Water Master Plan, supports its utility infrastructure, and builds upon Vineyard's prior water allocations through Orem Metropolitan Water District.

The agreement is structured in accordance with CUWCD's 2023 Amended CWP Water Supply Policy and outlines the long-term terms for water delivery, storage, and financial responsibility.

AGREEMENT SUMMARY:

1. **Annual Allocation:** 1,500 acre-feet of CWP M&I water under Reserved Status with phased take-down and delivery as outlined in **Exhibit A**.
2. **Storage:** Supported by Vineyard's 6 MG tank and 2 MG of permanent storage provided by CUWCD, satisfying the City's storage requirements for service delivery.
3. **Delivery Points:** 1600 N Turnout Vault and the 800 N Flow Control Structure (**Exhibit B**).
4. **Term:** Perpetual, conditioned upon compliance and payment.
5. **Compliance Requirements:** The City must maintain planning documents, conservation ordinances, and reporting to ensure efficient and sustainable water use per the 2023 Amended CWP Water Supply Policy.
6. **Fee Structure** The CUWCD CWP water pricing includes two main components and additional surcharges if usage exceeds contractual limits:
 - A. **One-Time Development Charge (Take-down Fee):**
Typically charged per acre-foot when water moves from "Reserved Status" to "Deliverable Water." Vineyard is exempt from the initial 1,500 AF due to prior payments via Orem Metropolitan Water District (MWD). For future blocks, this charge will be applied and passed through to developers.
 - B. **Annual Fee:** The City is billed monthly based on actual deliveries, with year-end reconciliation.
 - a. **O&M Component:** Covers system operations and maintenance.

- b. **Capital Recovery Component:** Recovers remaining capital costs.
- C. **Surcharges for Exceeding Contract Capacity (Surging):** These discourage overuse that strains regional infrastructure and are calculated based on a percentage of the annual fee and volume overage.
 - a. **Daily Peak Demand Surcharge:** Assessed if the daily peak exceeds a defined peaking factor (2.12).
 - b. **Hourly Peak Demand Surcharge:** Assessed if hourly usage exceeds a defined hourly peak (2.0 factor).

This agreement fulfills a key obligation anticipated when Vineyard partnered with CUWCD and began construction of its 6 MG water tank. It secures a reliable CWP water supply to support the City's continued growth and ensures compliance with regional water infrastructure and storage requirements.

Fiscal Impact:

The annual operational and capital recovery costs are covered through the City's Water Enterprise Fund and are consistent with financial planning incorporated into Vineyard's water utility rate structure.

Recommendation:

Staff recommends approval of the Water Supply Agreement with the Central Utah Water Conservancy District to formalize the anticipated allocation of 1,500 AF and fulfill previously planned infrastructure commitments.

Sample Motion:

"I move to adopt the Water Supply Agreement between Vineyard City and the Central Utah Water Conservancy District and authorize the Mayor to execute the agreement."

Attachments:

1. CWP Water Supply Agreement FY 2025A Vineyard

WATER SUPPLY AGREEMENT

**BETWEEN CENTRAL UTAH WATER CONSERVANCY DISTRICT
AND VINEYARD CITY FOR THE SUPPLY OF CWP MUNICIPAL AND INDUSTRIAL
WATER**

THIS WATER SUPPLY AGREEMENT (“Agreement”) is made as of this 1st of July, 2025 (the “Effective Date”), by and between the CENTRAL UTAH WATER CONSERVANCY DISTRICT, a water conservancy district organized under the laws of the State of Utah (“District”), and VINEYARD CITY, a Utah municipal corporation (“City”). The District and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The District is organized and exists pursuant to the Utah Water Conservancy Act, Utah Code Annotated §17B-2a-1001, et seq., and those provisions of §17B-1-101, et seq., applicable to all local districts, both sections as amended (collectively, the “Act”), for the purpose, among others, of making water available to contract holders residing within its boundaries and of entering into agreements with water users for the supply of water and its delivery.

B. The City is a water user organized under the laws of the State of Utah that utilizes and/or provides water service to its customers within its boundaries, and which desires to obtain an additional supply of municipal and industrial (“M&I”) water from the District.

C. The District shall design, construct, operate, maintain, repair and replace the Central Utah Water Conservancy District Water Development Project (“CWP”), and has developed and obtained and will develop and obtain sources of water supply for supply and delivery to contract holders through the CWP, including the water supply to be provided to City hereunder.

D. The District’s Board of Trustees (the “Board”), has promulgated Resolution 2023-01-01, adopting the CWP Water Supply Policy Amendments, dated January 3, 2023, setting forth the parameters for the supply of the District’s remaining CWP water supply (the “2023 Amended CWP Water Supply Policy”).

E. In conformance with the policies and procedures set forth in the 2023 Amended CWP Water Supply Policy, the City has been allocated 3,500 acre-feet (AF) which is a portion of the remaining CWP supply, and is in addition to the current existing executed CWP water supply agreements totaling 1,036 AF.

F. Since 1989, Metropolitan Water District of Orem (“Orem MWD”) and City of Orem (“Orem”) have provided wholesale water service to the City pursuant to the terms of various agreements, which included delivery of water from Orem MWD and Orem to master meters located in the City which the City then distributed the water to end-users, and included requirements for the City to develop or pay for water storage facilities proportionate to the wholesale water service required and paid for by the City. The City has purchased 500,000 gallons from Orem’s allocation of water storage located in the District’s 20,000,000 gallon water storage facilities adjacent to the Don A Christiansen Regional Water Treatment Plant in order to support development and construction within the City’s service. However, this amount of water storage is insufficient to meet the current and future development needs within the City, so the City is completing construction of its own water storage of 6,000,000 gallons within the City.

G. 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”), agreed to reserve 8,000 AF of water per year for a 15-year period and that 15-year period expired in

May, 2021. During that 15-year period, Anderson Geneva, LLC (“Anderson Geneva”) acquired the subject real property owned by Geneva Steel, LLC (“Geneva Lands”). As the successor to Geneva Steel, LLC, Anderson Geneva assumed all the rights, duties, and liabilities of Geneva Steel, LLC under the Geneva Water Rights Agreement 2005.

H. Anderson Geneva 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 from the date the District was first able to deliver treated water to the Geneva Lands. In addition, the District agreed to furnish 2,000,000 gallons of permanent storage. However, the Amended Geneva Purchase Agreement 2008 did not amend the District’s obligation regarding the reservation of 8,000 AF nor include any purchase of CWP water supply.

I. In a memorandum of understanding dated August 14, 2013 (the “MOU 2013”), the City, Orem, Orem MWD, the District, and Anderson Geneva agreed to modify certain terms of the Geneva Water Rights Agreement 2005 and permit the City 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 the City south of 400 North street (“Orem Service Area”).

J. The District, Orem MWD, and Orem entered into a Water Supply Agreement dated December 7, 2021 (“2021 Orem MWD District Water Supply Agreement”) in order to provide for the use of a water supply by Orem MWD to the District, on a wholesale basis, of up to 3,500 AF of Orem MWD’s water rights and authorized for use within the City. This 3,500 AF of Orem MWD’s water rights is to be utilized by the District as an additional source of the District’s CWP water supply for delivery to the City.

K. In a water storage agreement between City and Anderson Geneva dated December 10, 2022, (“2022 Vineyard Anderson Geneva Water Storage Agreement”) Anderson Geneva agreed to terms to transfer to City the benefit of having the District furnish 2,000,000 gallons of permanent storage.

L. With City’s currently constructed 6,000,000 gallon water storage facility and with the additional 2,000,000 gallons of permanent storage provided by the District, then the City’s water service will meet the water storage requirements.

M. The Parties enter into this Agreement to set forth the terms and conditions pursuant to which CWP water supply allocated herein may be reserved by, supplies and delivered to the City at the point or points designated herein, for sale and distribution by the City to meet a portion of the needs of its customers for use as provided herein.

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

TERMS

1. Supply of CWP Water

(a) Supplied Water. The District hereby agrees, during the term of this Agreement as set forth in Paragraph 12, to supply and the City hereby agrees to be supplied with in a given District fiscal year (July 1-June 30) annually, or in any event pay for, as described herein, One Thousand Five Hundred (1,500) AF of M&I water developed from the CWP (“Supplied Water”), consisting of One Thousand Five Hundred (1,500) AF of Deliverable Water, as defined in Paragraph 1(b) below, delivered using CWP or District operated infrastructure.

(b) Take-down and Delivery Schedule. Subject to the terms and conditions of this Agreement, the Supplied Water shall be held by the District in reserved status (“Reserved Status”), and made available by the District to the City in accordance with the Take-down Schedule attached as EXHIBIT “A” hereto (the “Take-down Schedule”). The Supplied Water scheduled to be delivered in any given fiscal year according to the Take-down Schedule (“Deliverable Water”), shall be delivered to the City at the specified point or points of delivery, and within the maximum daily flow rates (“Contract Capacity”), set forth on the Delivery Location and Capacity Schedule attached as EXHIBIT “B” hereto (the “Delivery Schedule”). The Parties hereby understand and acknowledge that in establishing the Contract Capacity, the District must consider both the capacity of the available CWP water supply and the capacity of the available CWP infrastructure, including the capacity of all available reservoirs, wells, treatment plants, transmission lines, meters and meter stations, and pumps and pump stations within the CWP system (collectively, the “CWP System Capacity”).

(c) Substantially Similarly Situated Customers Offer. The District and the City agree and understand that the supply of the Supplied Water under this Agreement is under terms and conditions that are substantially the same for similarly situated customers entering into CWP water supply agreements during the period July 1, 2024 through June 30, 2025 (said grouping of water supply agreements being referred to for purpose of identification as “CWP FY 2025 Water Supply Agreements”). It is acknowledged that all CWP FY2025 Water Supply Agreements shall contain and be consistent with the requirements of the 2023 Amended CWP Water Supply Policy pursuant to which all of the remaining CWP water supply shall be allocated.

(d) Similar Pricing Structure Amendment. In the event the District shall enter into any CWP supply agreement(s) with a similarly situated customer having a pricing structure or terms of supply

more favorable to the City therein than those set forth in Paragraph 2 below, the Parties may mutually agree that this Agreement be amended so as to apply the same pricing structure or terms of sale herein.

2. Price of Supplied Water

(a) General.

(1) Supplied Water is supplied and delivered pursuant to a pricing structure containing the following two components: (i) a One-time Development Charge; and (ii) an Annual Fee, all as described in Paragraph 2(b) below. (The One-time Development Charge, and the Annual Fee are sometimes referred to herein collectively as the “CWP Fees”).

(2) The two components of the pricing structure may be influenced, among other things, by the grouping, by year, of water supply agreements for CWP water.

(3) The CWP Fees set forth herein are imposed for the sole purpose of funding the development of the CWP water supply and providing the infrastructure necessary to deliver the Supplied Water to the City and other water users and customer agencies that enter into similarly situated and dated CWP water supply agreements. CWP Fees will not include District costs from projects not directly related to the CWP. The District shall treat all CWP water customers, similarly situated pursuant to water supply agreements which have been grouped according to the effective dates of said agreements, as may be determined by the District, in an equal, fair and non-discriminatory manner.

(4) CWP Fees under this Agreement shall be due and payable by the City, as provided herein, regardless of whether the City calls for or uses all or any portion of the Supplied Water in any given fiscal year, and regardless of any modification in the quantity of water allocated for delivery to City in a given fiscal year as authorized under Paragraph 7 herein. Notwithstanding the

foregoing, in the unlikely event the CWP infrastructure is not capable of delivering Supplied Water to City in the fiscal year first set forth in the Take Down Schedule, the obligation of the City to pay the One-time Development Charge due and payable that fiscal year shall be suspended, and the volume of water scheduled to be removed from Reserved Status and become Deliverable Water in that fiscal year shall be set back and added onto the next succeeding year, until Supplied Water is available for delivery, at which time payment of the One-time Development Charge, in the amount set forth in the Take-down Schedule as provided herein, shall be due for the fiscal year in which Supplied Water first becomes Deliverable Water and for each fiscal year added on thereto, as billed by the District.

(5) Notwithstanding any provision herein to the contrary with regard to payment of CWP Fees, the City may request in writing that it be authorized to pre-pay, in whole or in part, any one or all of the CWP Fees due and owing hereunder. The pre-payment request shall be analyzed on a case-by-case basis, and be authorized at the sole discretion of the District, subject to such terms and conditions as the District shall determine at the time. The District's authorization to pre-pay and the terms and conditions of pre-payment shall be set forth in a separate written agreement to be executed between the District and the City.

(b) CWP Pricing Structure. The pricing structure applicable to this Agreement is as follows:

(1) One-time Development Charge.

(A) The District must recover from all customers that enter into water supply agreements the costs of the District to develop the CWP, including the acquisition and development of the CWP water supply and the planning, design and construction of the CWP infrastructure (collectively, the "CWP Development Cost"). The One-time Development Charge is charged on a per AF basis as provided in Paragraph 2(b)(1)(B) below, and covers a portion of the City's proportionate

share of the CWP Development Cost. Section 4.6.1 in the 2021 District Orem MWD Water Supply Agreement acknowledged that the City has already paid Orem MWD for the subscription fee for this Initial Block of 1,500 AF. As a result, the District agrees to not charge a subscription fee/One-Time Development Charge for the Initial Block of 1,500 AF of CWP water.

(B) The One-time Development Charge is normally paid one-time only by the City for the total volume of Supplied Water, and is due and payable on July 1 of the fiscal year in which the Supplied Water becomes Deliverable Water pursuant to the provisions of Paragraph 1(b) herein, and made available to the City for delivery each year in accordance with the Take-down Schedule, by the first day of the first month of the fiscal year, consistent with the 2023 Amended CWP Water Supply Policy that requires the remaining CWP water supply allocated herein to be taken in accordance with Exhibit A.

(2) Annual Fee.

(A) The Annual Fee is charged on a per AF basis as provided in Paragraph 2(b)(2)(C) below and is imposed to cover costs associated with the operation, maintenance, repair and replacement (“O&M”) of the CWP infrastructure, to fund O&M reserves for the CWP, and to pay the remaining portion of the City’s proportionate share of the CWP Development Cost not covered by the One-time Development Charge (proportionate share for this purpose being defined as City’s total volume of Supplied Water under this Agreement divided by the total capacity of the CWP attributable to water capable of being delivered through CWP Infrastructure, estimated by the Parties as of the date hereof to be 53,306 acre-feet, averaged over a five-year rolling period), and to cover other related costs of the District pertaining solely to the CWP infrastructure, taking into account, among other things, the timing of additional capital facilities, if any, needed to satisfy future customer demands on the CWP

System.

(B) In payment of the Annual Fee, the City will only pay that amount attributed to a proportionate share of costs incurred for O&M, to fund the O&M Reserve and other related costs pertaining to CWP infrastructure, apportioned to the City based upon the annual cumulative volume of Deliverable Water, in acre-feet.

(C) The Annual Fee, for the purpose of this Agreement, has two separate components, the amounts of which are estimated each fiscal year, and together comprise the Annual Fee, as follows:

(i) The Annual OM&R Component (“OM&R Component”). This component is imposed to cover costs associated with the operation, maintenance, repair and replacement of the CWP infrastructure in operation status and to fund OM&R reserves for the CWP. The OM&R Component is estimated and shall be imposed in a reasonable amount in conformance with applicable State law, annually at the beginning of each Fiscal Year (which may change from year-to-year), and is charged on a per AF basis for the then cumulative total of the amount of Deliverable Water as of that Fiscal Year.

(ii) The Annual Capital Recovery Component (the “Capital Recovery Component”). This Capital Recovery Component is imposed to pay the remaining portion of the City’s proportionate share of the CWP Development Cost not covered by the One-time Development Charge, as defined above. The Capital Recovery Component is estimated from time to time by the District as it updates its CWP System financial status (which may change from year-to-year), taking into account, among other things, the timing of additional capital facilities, if any, needed to satisfy future customer demands on the CWP System, and is charged on a per AF basis for the then cumulative total amount of

Supplied Water identified as of that Fiscal Year.

(D) The initial amount of the Annual Fee, including the estimated amounts of the OM&R Component and the Capital Recovery Component, to be levied in connection with the Supplied Water reserved for City hereunder, is set forth in Exhibit A, with the understanding that amounts set forth therein for both the OM&R Component and the Capital Recovery Component are estimates and subject to change annually as set by the Board. Payment shall be made in conformance with the following:

(i) The District will invoice the City for the Annual Fee commencing the first day of the month next succeeding the month in which Supplied Water becomes Deliverable Water pursuant to Paragraph 1(a).

(ii) Subject to the provisions of Paragraph 2(b)(2)(D), the Annual Fee is payable by the City on a monthly basis within 30 days of the date of the District's invoice for actual water deliveries made in months prior to the date of the invoice.

(iii) Subject to Paragraph 7 below, the Annual Fee is to be paid by the City as provided herein regardless of whether the City calls for or uses any of the Deliverable Water in any given year, and regardless of any modification in the quantity of water allocated for delivery to City in a given year as authorized under Paragraph 7 herein. In the event the amount paid by the City under invoices for actual water delivered in conformance with Paragraph 2(b)(2)(D)(ii) is less than the total Annual Fee due hereunder, the remaining balance shall be invoiced by the District in the June billing each fiscal year.

(E) Notwithstanding the provisions of Paragraph 2(b)(2)(D) above, the City, at its option, may give written notice to the District that it desires to capitalize one or both of the

components of the Annual Fee. The District is willing to accept an up-front capitalized payment of the Capital Recovery Component and/or the OM&R Component, for a period of years agreeable to the District and City (the “Capitalization Period”), under terms and conditions established by the District in its sole discretion, subject to the following:

(i) Upon receipt of notice from the City that it intends to capitalize one or both of the components of the Annual Fee, the District will calculate the total estimated capitalized amount of each applicable component which shall be due and payable over the Capitalization Period commencing the date Deliverable Water becomes available to the City (the “Capitalized Component of the Annual Fee”). The District will thereupon notify the City, in writing, of the amount of the Capitalized Component of the Annual Fee to be charged, which shall be due and payable by the City within thirty (30) days from the date it receives said notice.

(ii) The Parties understand and agree that upon payment of the Capitalized Component of the Annual Fee, no credit shall be given to, and no additional payment shall be required to be paid by the City, notwithstanding the fact that the actual amount that would have otherwise been paid varies from the estimated amount of the Capitalized Component of the Annual Fee actually paid by the City, as authorized herein.

(3) Interest on Delinquent Accounts. Any CWP Fee that remains unpaid after it shall have become due and payable as provided herein shall be subject to simple interest at the rate of one and one-half percent (1.5%) of the delinquent amount per month. Interest will begin to accrue from the date of delinquency and will continue to accrue until such time as the delinquent CWP Fees and all accrued interest have been paid in full; provided, however, that no interest shall be charged to or paid by the City unless such delinquency continues for more than thirty (30) days beyond the date of

delinquency.

3. Quality of Water Delivered.

CWP culinary water shall be delivered to the City in conformance with standards for public drinking water set by applicable law and regulation, including the Utah Division of Drinking Water and/or the Utah Drinking Water Board of the Department of Environmental Quality. The District and City agree that the treated Deliverable Water comes from CWP water sources comprised of Provo River water, high quality deep groundwater from a well field in or near Vineyard, Utah, or other sources of comparable quality. Notwithstanding the foregoing, the District shall not be liable, or otherwise in breach of this Agreement, for failure to meet the referenced quality standards unless the failure is due to the District's willful misconduct or gross negligence. City shall be responsible to meet all applicable cross-connection control standards of the State of Utah relating to the water connections to the District's point of service.

4. Reservation of Water; Replacement Customer.

(a) The District shall hold Supplied Water in Reserved Status for the City pursuant to the Take-down Schedule. Supplied Water must be removed from Reserved Status based on said schedule. Notwithstanding the foregoing, it is understood and agreed by the Parties that the Take-down Schedule in Exhibit A may be revised, but only if: (i) the City submits to the District a written request to revise the takedown schedule, (ii) agrees to maintain in place the total amount of CWP water contracted for herein, and (iii) the District formally approves the requested change. As Supplied Water is removed from Reserved Status, payments will be required for each AF of Deliverable Water as set forth in Paragraph 2.

(b) At the City’s request, and provided that the District has developed the required CWP System Capacity:

(1) Supplied Water may become deliverable to the City on a year-to-year basis according to an accelerated schedule from that shown in the Take-down Schedule, subject to terms and conditions mutually agreed to in writing by the Parties, or

(2) Supplied Water may become deliverable on a permanent basis according to an accelerated schedule from that shown in the Take-down Schedule subject to the terms and conditions set forth in this Agreement.

(c) As outlined in this Section, in the take-down as a result of a reduction or transfer of Supplied Water by the City or an acceleration in the delivery of the Supplied Water, the applicable CWP Fees due and payable by the City to the District shall be correspondingly accelerated or reduced as the case may be, as determined in the sole discretion of the District.

5. Storage for the North City Service Area.

District has constructed 25 million gallons (MG) of finished water storage in the CWP North Shore Terminal Reservoir (the “NSTR”) in the City of Saratoga. District and City agree that District shall provide 2 MG of permanent storage in the NSTR to satisfy the requirements for storage associated with CWP turnouts to the City for that portion of the City service area lying north of 400 North Street and serviced by the CWP turnouts, (“North City Service Area”). The Parties contend that this satisfies the requirements for permanent storage of Paragraph 3.2(b) of the Amended Geneva Purchase Agreement 2008 and the 2013 MOU, since the obligation for the provision of the permanent 2 MG of storage was transferred from Anderson Geneva to the City.

6. Point of Delivery

(a) Supplied Water will be measured and delivered to the City only at the point or points of delivery identified in Delivery Schedule. The infrastructure to be constructed by the District for the purpose of delivering Supplied Water from its main transmission lines at said point(s) of delivery include a vault, valve(s), meter(s), piping and related facilities and equipment (“Delivery Infrastructure”), as determined to be necessary by the District to deliver and measure the Supplied Water at said point(s). The Delivery Infrastructure will be constructed and installed at the District’s sole expense in connection with the development of the CWP, and the District shall own, operate, maintain, repair and replace the same for the term of this Agreement.

(b) Once the District delivers Supplied Water to the point(s) of delivery, it shall be the responsibility of the City to provide its own facilities as needed to take this water from the Delivery Infrastructure or City’s sources into the City’s own delivery and/or distribution system for its use. No new points of delivery will be allowed without the prior written approval of the District. All Supplied Water delivered by the District under this Agreement will be measured through measuring devices installed in the Delivery Infrastructure.

7. Flow of Water to be Delivered; Surcharges

(a) Contract Capacity. It is understood by the City that the delivery of Deliverable Water by the District to the City is limited to the Contract Capacity set forth in the Delivery Schedule.

(b) Conditions for Authority to Exceed Contract Capacity. If CWP System Capacity is available to deliver water beyond the Contract Capacity, and the City so requests, the City may, with the prior written approval of the District, receive delivery of Deliverable Water at a flow rate higher than the Contract Capacity provided in the Delivery Schedule, subject to the following:

(1) The maximum flow rate at which the Deliverable Water shall be delivered and resulting adjustments in the applicable CWP Fees set forth in Paragraph 2(b) herein for said year or other costs to be applied, if any, shall be negotiated and agreed upon by the Parties prior to the delivery of Deliverable Water in the increased amount.

(2) A request by the City to exceed the Contract Capacity shall be made on an annual basis no later than April 30th.

(3) Notwithstanding the foregoing, if the Contract Capacity is exceeded by the City without receiving the prior written approval of the District, then a monthly surcharge will be assessed to the City in an amount per AF set annually by the District for each AF of water exceeding the Contract Capacity or the Contract Capacity as modified in accordance with Paragraph 6(b)(1), calculated on a daily basis.

(4) If the Contract Capacity set forth in Exhibit B or as adjusted pursuant to Paragraph 7(b), is exceeded by the City without receiving prior written approval of the District, then Daily Peak Demand Surcharges and Hourly Peak Demand Surcharges will be applied in conformance with the following:

(1) Daily Peak Demand Surcharge. A contract capacity daily peak demand surcharge (“Daily Peak Demand Surcharge”) will be assessed to the City as provided in this Section. The Daily Peak Demand Surcharge will be added to the applicable Annual Fee for the Deliverable Water delivered in that month. The Contract Capacity, set forth in Exhibit B, is calculated to have a summer daily peaking factor of 2.12, which is determined by dividing the Contract Capacity maximum flow rate by the average daily flow rate (“Average Daily Flow Rate”) for the annual Deliverable Water. The Average

Daily Flow Rate is the total annual Deliverable Water under this Agreement divided by 365 days converted to a daily average flow rate of gallons per minute. Based upon the foregoing, the amount of the Daily Peak Demand Surcharge is calculated as follows: Five percent (5%) of the total Annual Fee per AF multiplied by the difference between the actual summer daily peaking factor and the allowed Contract Capacity peaking factor of 2.12. The actual daily peaking factor is calculated by dividing the maximum hourly flow rate during the month by the Average Daily Flow Rate. For example, if the actual daily summer peaking factor is 2.82 and the Annual Fee is \$328, the surcharge will be \$11.48 per AF ($0.05 \times \$328.00 \times [2.82 - 2.12]$). If there were 450 AF delivered in that month, then the total Daily Peak Demand Surcharge amount is \$5,166, ($450 \times \11.48).

(2) Hourly Peak Demand Surcharge. A Contract Capacity Hourly Peak Demand Surcharge (“Hourly Peak Demand Surcharge”) will be assessed to the City as provided in this Section. It is understood that delivery of Deliverable Water by the District to the City is limited by CWP System storage and is limited by the fluctuations of an hourly peak flow demand factor (“Hourly Peak Flow Demand Factor”) of 2.0. The actual Hourly Peak Flow Demand Factor is calculated by dividing the maximum hourly flow rate (volume in gallons delivered each hour) measured over a 24 hour period from 12:00 am (midnight) to 11:59 pm by the Daily Average Hourly Flow Rate. The Daily Average Hourly Flow Rate is the total volume of Deliverable Water under this Agreement actually delivered over a 24 hour period from 12:00 am (midnight) to 11:59 pm divided by 24 hours. If the actual Hourly Peak Flow Demand Factor in any 24-hour

period (12:00 am (midnight) to 11:59 pm) is greater than the allowed Hourly Peak Flow Demand Factor of 2.0, and the City has not received prior written approval of the District to exceed the Hourly Peak Flow Demand Factor, then the Hourly Peak Demand Surcharge will be added to the applicable Annual Fee for the Deliverable Water delivered in that day. The amount of the Hourly Peak Demand Surcharge is calculated as follows: Fifty percent (50%) of the total Annual Fee per AF multiplied by the difference between the actual Hourly Peak Flow Demand Factor for the day and the allowed Hourly Peak Flow Demand Factor of 2.0 for each day that the actual Hourly Peak Flow Demand Factor exceeds 2.0. For example, if the actual Hourly Peak Flow Demand Factor is 2.5 and the Annual Fee is \$328, the Hourly Peak Demand Surcharge will be \$82.00 per AF ($0.50 \times \$328.00 \times [2.5 - 2.0]$). If there were 15 AF delivered on that day, then the total Hourly Peak Demand Surcharge amount is \$1,230.00 ($15 \times \82.00) and is added to the annual Fees for that month.

8. **Quantity of Water Delivered**

(a) The District is not a guarantor of CWP water supply or of CWP delivery capacity. It is understood by the Parties that the District's ability to deliver CWP water to the City depends, in part, on the available CWP System Capacity. Therefore, in its reasonable discretion and pursuant to its interpretation and the application of its policies, rules, and procedures as they may be amended periodically:

(1) in times of CWP water shortage due to lack of runoff or other conditions which may be beyond the control of the District, the District may make a ratable allocation of CWP water among

the various CWP customers, which allocation shall be based on the then-current amount of Deliverable Water in proportion to the District's CWP water purchase commitments under all of its CWP water supply agreements, and the amount of Deliverable Water for that fiscal year shall be reduced pro-rata; and

(2) in the event of CWP System Capacity shortages due to potential failures of equipment and infrastructure, and limitations in water source and infrastructure capacities, and in peak demand periods and other times of limited delivery capacity, the District may allocate the available CWP System Capacity among the District's CWP customers, which allocation shall be based on the then-current amount of CWP System Capacity available in proportion to the total CWP delivery capacity set forth in the Delivery Schedule.

(b) No liability shall accrue against the District or any of its trustees, officers, agents, or employees, for any damages, direct or indirect, sustained by the City and/or its customers in the event of shortages of CWP System Capacity, or the District's inability to deliver the Supplied Water to the City not resulting from the District's own willful misconduct or gross negligence, or due to shortages caused by drought, hostile diversion, prior or superior claims, or other similar causes not within the control of the District.

(c) In the event the City does not take delivery during any contract year of all of the Deliverable Water for which the One-time Development Fee has been paid in conformance with the provisions of Paragraph 2(b)(1), the City may take delivery in the immediately following contract year of so much of the Deliverable Water not taken as does not exceed five percent (5%) of the total Deliverable Water for that year ("Deferred Water"), subject to the following:

(1) Calculation of the amount of Deferred Water shall not include any water besides

Deliverable Water as of the end of the previous contract year.

(2) Deferred Water cannot be accumulated on a multi-year basis.

(3) Deferral is subject to the availability of CWP System Capacity, as reasonably determined by the District;

(4) Delivery of Deferred Water shall have a lower priority than delivery of Deliverable Water for that contract year;

(5) The City may take delivery of Deferred Water only after it has taken delivery of all of the Deliverable Water for the contract year in which the Deferred Water is to be taken.

(d) The City is required to annually provide the District a proposed delivery schedule for the upcoming fiscal year for this and all other Supplied Water delivered by the CWP system which demonstrates how the City will time their yearly contract allotment without exceeding their Contract Capacity for that fiscal year.

9. Use and Delivery of Supplied Water by the City

(a) The City shall use the Supplied Water made available to it under this Agreement only for M&I purposes within the boundaries of the City's service area within Utah County. No other use of Supplied Water shall be made without the prior written consent of the District.

(b) Consistent with the requirements of the 2023 Amended CWP Water Supply Policy:

(1) the City shall implement and maintain a General Plan which includes or refers to a water use element within the General Plan, and by December 31, 2025, to amend said plan to include a water use and preservation element; and shall maintain such element in the General Plan; and

(2) the City shall implement and maintain a water and sewer needs master plan or similar document which and addresses and considers, among other things, long-range population and

other projections leading to estimated total development needs corresponding to total water requirements; a summary of water rights and estimated water source capacities for all of its current and planned water supplies (including CWP water supply contracts); a summary of the volume of water developers are required to either purchase from the City or provide to the City for each equivalent residential unit to be developed; the location of wastewater treatment plants that receive sewer flows from the City and where the effluent from said treatment plants is discharged; and shall maintain a copy of the water and sewer needs master plan, and amendments thereto, with the District.

(c) The portfolio of water rights the District has acquired for the CWP requires that a percentage of water represented by the CWP water rights be returned to the hydrologic system of Utah Lake in order to avoid interference with other water right appropriators and with other District water supply operations. As such, the City shall not recycle nor otherwise utilize the Supplied Water in a manner that depletes the Supplied Water in amounts greater than fifty percent (50%) without the prior written consent of the District.

(d) Consistent with the requirements of the 2023 Amended CWP Water Supply Policy, the City shall submit a report or summary, with substantiating data, annually to the District to account for depletions for total culinary water use within City's service area ("total water meter deliveries") compared to total water sent to Timpanogos Special Service District ("TSSD") and Orem City waste water reclamation facility or any other wastewater treatment facility ("total wastewater deliveries"), and shall, on or before December 1 of each year, submit a report or summary, with substantiating data for the prior water year ending October 31st, to the District to account for depletions for the total CWP culinary water use sent to users and returned to the City's wastewater collection system conveyed to TSSD or any other wastewater treatment facility. The District may consider a different method of

depletion accounting from the City; however, the District must approve the method before implementing this method for the annual reports/summaries.

(e) The City shall build its own infrastructure as required by it to take delivery of the Supplied Water from the District and utilize and distribute the same to its customers. All cost for O&M of the City's facilities shall be paid by the City and not the District.

(f) The City shall not use, deliver for use, sell, lease or otherwise dispose of any Supplied Water outside City's political boundaries or its recognized service area, without the prior written consent of the District. No user of the Supplied Water will use the Supplied Water on any basis other than the same basis as the general public.

(g) The facilities to be used to provide and deliver the Supplied Water have been or may be financed, in whole or in part, with the proceeds of tax-exempt bonds ("Tax-exempt Bonds") of the District.

(1) The City acknowledges that in the event the District issues or has issued Tax-exempt Bonds related to the Supplied Water or its delivery, the use of Supplied Water by the City may be subject to various limitations imposed under the Internal Revenue Code of 1986 (the "Code"), and United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code (the "Regulations"), that must be complied with in order to protect the tax-exempt status of interest on the Tax-exempt Bonds; and as such, the City agrees that the City shall not establish any fund or otherwise set aside any money or investments that it reasonably expects to use to make payments due and owing to the District under this Agreement without the prior written approval of the District (which approval may, among other requirements, limit the maximum yield for the investment of any such amounts pursuant to certain arbitrage rules under applicable provisions of Section 148(f) of the Code and the

Regulations).

(2) The City shall, on an annual basis, provide to the District written verification of compliance with the requirements of this Subparagraph 8(g).

9. **Water Conservation**

(a) The City covenants that it shall prepare and implement a water conservation plan (“Conservation Plan”) promulgated and adopted by the City’s city council which addresses, among other things, pricing, technical assistance and public education as components of the Conservation Plan. The Conservation Plan has been submitted to and approved by the Utah Division of Water Resources within the last 5 years. The Conservation Plan has been submitted to the District as of the Effective Date and is acceptable and shall be updated and resubmitted to the District in accordance with the schedule required by the Utah Division of Water Resources.

(b) Consistent with the requirements of the 2023 Amended CWP Water Supply Policy, the City has also adopted, is implementing and maintaining landscaping ordinances which shall apply to all new residential, industrial, and commercial developments in its boundaries submitted for approval as of the Effective Date, that promote water conservation similar to the District suggested landscape ordinance effective as of 2023. The landscape ordinances shall specifically include, but not be limited to, (i) elimination of non-functional turf for public strips narrower than 8 feet at its narrowest point along new public roads platted or approved by the City subsequent to the Effective Date; and (ii) provide for the adoption of Localscapes or similar elements as determined by CWP’s suggested landscape ordinance. A copy of the City’s landscape ordinance, and a copy of the minutes verifying the approval of the same, will be submitted to the District before the Effective Date. The City shall, on or before November 15 of each year, submit a written certification that all new developments within the

prior year have been approved by the City in compliance with the requirements of the City's then current landscape ordinance.

10. Covenant Regarding Fees and Charges

In order to assure full and continuous performance of the City's obligations as set forth herein, the City hereby covenants and agrees that it will levy and collect all necessary fees, charges and assessments and reasonable contingencies in amounts which, together with other legally available funds, are sufficient to pay in full to the District all of its CWP Fee obligations under this Agreement. The City shall timely pay to the District the full amount of CWP Fees as they become due regardless of whether the City collects the full amount of its fees, charges, and assessments from its customers.

11. Refusal of Water in the Event of Default and Termination

(a) The District may withhold the delivery of all or any portion of the Supplied Water to the City if the City is in arrears for more than sixty (60) days in the payment to the District of any CWP Fee to be paid pursuant to Paragraph 2(b). Deliveries shall resume upon payment in full of any such arrearage including any and all accrued interest imposed by the District pursuant to this Agreement. Funds received to cure any arrearage shall be first applied by the District to payment of accrued interest and then towards the reduction of the principal on any such outstanding CWP Fee.

(b) If the City is in default under any provision of this Agreement and the default remains uncured for more than sixty (60) days after the date of written notice of default, the Parties shall reasonably mediate the dispute. However, if the dispute remains unresolved notwithstanding mediation, this Agreement may be terminated at the sole discretion of the District, subject to the following:

- (1) The City shall have up to one (1) year after the date of written notice of default to

seek judicial resolution of the dispute following mediation. This Agreement may not be terminated by the District during the pendency of any judicial action, including any subsequent appeal. In the event it is finally determined by a court of competent jurisdiction, including upon final appeal, that the City is in default, the City shall have ninety (90) days after the applicable court order becomes effective to cure any default.

(2) Should the City fail to bring legal action within said one year period or cure the default after the expiration of the 90-day cure period as provided in Paragraph 11(b)(1), and the dispute otherwise remains unresolved, the District may thereupon proceed to terminate the Agreement, effective upon written notice to the City.

(3) Upon termination of the Agreement, the Supplied Water will revert to the District for reallocation to other customers as determined by the District.

(4) Termination will not relieve the City of its obligations to pay any past due CWP Fees, together with any and all accrued interest; however, the City will be relieved of any future payment obligations after the termination of this Agreement.

12. Term of Agreement

The term of this Agreement shall be perpetual so long as the required payments are paid in accordance with the terms of this Agreement. However, nothing herein shall prohibit the Parties from amending or terminating this Agreement if the Parties mutually agree to do so. There are no third-party beneficiaries of this Agreement, and no one other than the Parties hereto may enforce its terms and conditions.

13. Assignment Limited

Neither Party may assign this Agreement or any of its rights under it without the prior written

consent of the other Party; provided, however, that the District may pledge and assign any monies received pursuant to this Agreement to the payment of the District's bonds or other obligations.

14. Incorporation of Recitals and Exhibits

The Recitals first set forth above, and all Exhibits hereto, are hereby incorporated into and made a part of this Agreement.

15. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Severability

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

17. Construction

This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or who's attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

18. **Further Action**

The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement. This includes a future agreement between the District and the City detailing roles and responsibilities with respect to the City's water supply portfolio.

19. **Business Relationship**

This Agreement neither acknowledges the existence of nor is it intended nor shall it be construed to establish, create or organize any principal-agent relationship, partnership, joint venture, or any other legal entity or form of business relationship between the Parties, and is limited solely to the purposes and interests expressed herein.

20. **Entire Agreement**

This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior undertakings, representations, or agreements of the Parties regarding the subject matter hereof.

21. **Warranty of Authority**

Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified herein. The District and the City each represent and warrant that it has full legal right and authority to enter into this Agreement.

22. **Notices**

Notices given by or to the Parties shall be in writing and may be served personally or served by depositing them in the United States mail, postage prepaid, certified or registered mail with return

receipt requested, addressed to the Parties at the addresses set forth below, or at such other addresses as the Parties may designate in writing:

DISTRICT:

Central Utah Water Conservancy District
Attention: General Manager
1426 East 750 North Suite 400
Orem, Utah 84097

CITY:

Vineyard City
Attention: Mayor
125 S. Main Street
Vineyard, Utah 84059

23. Rules and Regulations Governing Service

Subject to the terms and conditions of this Agreement, the District reserves the right to adopt rules and regulations governing the delivery of water under this Agreement, and to exercise its full statutory powers, including specifically the right to amend its rates, fees, charges, and its rules and regulations in the future, and the right to exercise its statutory powers, as they now exist or are amended or enacted in the future. It is expressly agreed that the District, by signing this Agreement, has not surrendered any of its rights in this regard.

24. Subject to the Act

Subject to the terms and conditions of this Agreement, any commitment of CWP water, and payment to the District for CWP water so committed pursuant to this Agreement, shall be subject to the Act and the rules and regulations of the Board now existing or hereafter legally promulgated, as the same may be supplemented or amended.

IN WITNESS WHEREOFF, the Parties hereto have executed this Agreement effective as of

the Effective Date.

**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

VINEYARD CITY

By: _____

Its: Chair

Attest: _____

Secretary

By: _____

Its:

Attest: _____

Its:

EXHIBIT A

**SUPPLIED WATER TAKE DOWN SCHEDULE (BY VOLUME)
FOR SUPPLIED WATER AND PRICING STRUCTURE UNDER THIS AGREEMENT**

1-Jun-25

EXHIBIT A - VINEYARD CITY CWP FY2024A Agreement

(A)

(B)

(C)

(D)

(E)

Fiscal Year (ie FY2008-09 = July 1, 2008 - June 30, 2009)	One Time Development Take Down Fee (\$/AF)	Annual Volume of Purchased Water For Which One Time Development Fee is Due** (AF)	Annual Volume of Purchased Water that is Deliverable Water (AF)	Annual Fee <i>Actual</i> and Estimated Future As set annually by CUWCD* (\$/AF)
2020-21	<i>\$10,600</i>	<i>0</i>	<i>0</i>	<i>\$509</i>
2021-22	<i>\$10,870</i>	<i>0</i>	<i>0</i>	<i>\$532</i>
2022-23	<i>\$11,140</i>	<i>0</i>	<i>0</i>	<i>\$556</i>
2023-24	<i>\$11,420</i>	<i>0</i>	<i>0</i>	<i>\$581</i>
2024-25	<i>\$11,700</i>	<i>0</i>	<i>0</i>	<i>\$604</i>
2025-26	<i>\$11,990</i>	<i>0</i>	<i>1,500</i>	<i>\$634</i>
2026-27	\$12,290	<i>0</i>	<i>1,500</i>	\$663
2027-28	\$12,600	<i>0</i>	<i>1,500</i>	\$693
2028-29	\$12,920	<i>0</i>	<i>1,500</i>	\$724
2029-30	\$13,240	<i>0</i>	<i>1,500</i>	\$756
2030-31	\$13,570	<i>0</i>	<i>1,500</i>	\$790
2031-32	\$13,910	<i>0</i>	<i>1,500</i>	\$826
2032-33	\$14,260	<i>0</i>	<i>1,500</i>	\$863
2033-34	\$14,610	<i>0</i>	<i>1,500</i>	\$902
2034-35	\$14,980	<i>0</i>	<i>Continues</i>	\$943
Totals				

Actual previous fee amounts are in Italics and Blue as set annually by CUWCD Board of Trustees

* Future Fee amounts are estimated amounts and are subject to change before being adopted annually by CUWCD Board

** Block of 1,500 AF water one-time development fee waived as determined in negotiations between CUWCD,
Metropolitan Water District of Orem, City of Orem, and Vineyard City

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EXHIBIT B**DELIVERY LOCATION AND
RATE OF DELIVERY CAPACITY SCHEDULE**

Delivery Location

Ultimate Contract Capacity

(Maximum Daily Flow Rate in GPM

But Limited by Annual Deliverable Volume)

*See Notes (1) and (2)***FOR SUPPLIED WATER**

1. 1600 N. Turnout Vault at approximately 1600 N 150 W, Vineyard, Utah consisting of 12" System Turnout and 16" Tank Turnout
2. Flow Control Turnout at approximately 800 N Geneva Road, Vineyard, Utah

Turnout Name		Contract Capacity
Vineyard Flow Control Structure-16” Turnout	Combined Total	1,971 GPM ⁽¹⁾
1600 N Turnout Vault-16” Tank Turnout		
1600 N Turnout Vault-12” System Turnout		4,800 GPM ⁽²⁾

(1) The total Contract Capacity corresponds to the Cumulative Annual Volume Delivered shown in Exhibit A in each year multiplied by 18% and divided by 31 days and converted to a gallons per minute flow rate, i.e. Delivered Water amount in AF multiplied by 0.18 divided by 31 days multiplied by 325,850 gallons per AF divided by 24 hours per day divided by 60 minutes per hour.

(2) Cumulate instantaneous maximum for all present and future CWP contracts with the City. The 24-hour average maximum capacity is based on the sum of capacity for all contract deliveries as calculated in condition (1). The 2,000,000 gallons (2 MG) of operational storage which District provides for the City is only available for deliveries to the 12" System Turnout in the 1600 N. Turnout Vault. The total peak instantaneous flowrate calculated according to the City level of service is calculated as follows:

$$ERCs \text{ Served} = (2,000,000 \text{ gal} - 120,000 \text{ gal}) / (640 \text{ gal/ERC}) = 2,937 \text{ ERCs}$$

The peak day source associated with these ERCs is calculated as follows:

$$Peak \text{ Day Source} = (2,937 \text{ ERCs}) * (0.96 \text{ gpm/ERC}) = 2,825 \text{ gpm}$$

The peak instantaneous source associated with these ERCs is calculated as follows:

$$Peak \text{ Instantaneous Source} = (2,825 \text{ gpm}) * (1.7 \text{ peaking factor}) = 4,800 \text{ gpm}$$

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VINEYARD PLANNING COMMISSION STAFF REPORT

Meeting Date: June 11, 2025

Agenda Item: DISCUSSION AND ACTION - Vineyard Zoning Code Update (Ordinance 2025-03)

Department: Community Development

Presenter: Cache Hancey

Background/Discussion:

Throughout 2024, multiple work sessions were held with the Planning Commission regarding a large overhaul of the zoning code. Changes to the following sections are proposed:

- Title, Authority, Purpose, Declaration of Intent, and Effective Date

- Interpretation of Requirements

- Land Use Authorities and Other Officers

- Establishment of Districts and Zoning Tables

- Development Agreements

- Noticing Requirements

- Temporary Uses

- Permitted Uses

- Conditional Uses

- General Property Development Standards

- Supplementary Development Standards

- Site Planning and Building Design Requirements

- Parking and Loading Requirements

- Landscaping

- Signs

- Definitions

Fiscal Impact:

N/A

Recommendation:

Staff recommends approval of the zoning text amendments

Sample Motion:

"I move to adopt Ordinance 2025-03, zoning text amendments as presented"

Attachments:

1. Ord2025.3
2. 2024 Zoning Code Changes Summary - Updated with STR and Site Plan requirements

VINEYARD
ORDINANCE 2025-03SDRAFT

ORDINANCE 2025-3 ZONING CODE REVIEW TEXT AMENDMENTS

**AN ORDINANCE OF THE CITY COUNCIL OF VINEYARD, UTAH, AMENDING
THE ZONING ORDINANCE SECTIONS 15.02 -TITLE, AUTHORITY, PURPOSE,
DECLARATION OF INTENT, AND EFFECTIVE DATE, 15.04-
INTERPRETATION OF REQUIREMENTS, 15.06 LAND USE AUTHORITIES
AND OTHER OFFICERS, 15.12 ESTABLISHMENT OF DISTRICTS AND ZONING
TABLES, 15.16 DEVELOPMENT AGREEMENTS, 15.18 NOTICING
REQUIREMENTS, 15.26 TEMPORARY USES, 15.28 PERMITTED USES, 15.30
CONDITIONAL USES, 15.32 GENERAL PROPERTY DEVELOPMENT
STANDARDS, 15.34 SUPPLEMENTARY DEVELOPMENT STANDARDS, 15.36
SITE PLANNING AND BUILDING DESIGN REQUIREMENTS, 15.38 PARKING
AND LOADING REQUIREMENTS, 15.40 LANDSCAPING, 15.48 SIGNS, 15.60
DEFINITIONS**

WHEREAS, Title 10, Chapter 9a Municipal Land Use, Development, and Management Act of the Utah Municipal Code, permits Vineyard to ensure the health, safety, and welfare of the community through local land use planning and the adoption of land use ordinances; and

WHEREAS, Vineyard is authorized to amend the City's Zoning Ordinance pursuant to Utah Municipal Code 10-9a-102(2);

WHEREAS, The Planning Commission held a public hearing on May 7, 2025 and after fully considering public comment and staff recommendations, recommended approval with a condition that Vineyard City Council adopt the Zoning Code Review Text Amendments;

WHEREAS, The Vineyard City Council having review the proposed text amendments, held a public hearing on May 14, 2025; and

WHEREAS, the Vineyard City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is the best interest of the public and adopt the proposed text amendments to the Zoning Ordinance.

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

SECTION 1: **AMENDMENT** “15.02.040 Purpose” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.02.040 Purpose

This Ordinance is provided to implement the goals and policies of the Vineyard General Plan and the other purposes as provided for by LUDMA. This Ordinance contains standards, provisions and requirements intended to protect the health, safety, and welfare of the citizens and businesses of Vineyard, to guide and manage future growth and development, and to promote the orderly use of lands within ~~the~~ Vineyard. It is the intent of this Ordinance to provide a means of ensuring predictability and consistency in the use and development of lands located within Vineyard.

SECTION 2: **AMENDMENT** “15.02.050 Applicability” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.02.050 Applicability

1. Applications: Applications ~~accepted by the city as deemed~~ complete by the city for any Approval, Permit or License required by the provisions of this Ordinance shall be processed, reviewed and approved or denied, subject to the provisions of this Ordinance, and other applicable Ordinances of the city, in effect at the time the Application is determined to be complete by the City Planner (herein after as may be referred to as “Planner”), as required by VZC 15.24.060.

2. Buildings and Structures: No building or structure shall be erected, and no existing building or structure shall be moved, altered or enlarged nor shall any land, building or premises be used, designed or intended to be used for any purpose or in any manner other than as allowed by this Ordinance.

3. Applicability: The provisions of this Ordinance shall apply to all lands located within the municipal boundaries of Vineyard, unless specifically exempted by the provisions of this Ordinance or other lawful exemption.

4. Minimum Requirements: The provisions of this Ordinance shall be held to be the minimum requirements necessary to protect the public health, safety, and welfare of the citizens of Vineyard, and achieve the purposes of this Ordinance.

SECTION 3: AMENDMENT “15.02.060 Conflict” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.02.060 Conflict

This Ordinance shall not nullify any laws, Ordinances, or requirements that are more restrictive; ~~but However, it shall take precedence over any prevail notwithstanding such~~ laws, Ordinances, or requirements that are less restrictive.

SECTION 4: AMENDMENT “15.04.010 Interpretation” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.04.010 Interpretation

In interpreting and applying this Ordinance, the requirements contained herein are declared to be the minimum requirements for the purposes set forth in this Ordinance and LUDMA. The provisions of this Ordinance shall be:

1. Liberally construed in favor of the eCity of Vineyard.
2. Deemed neither to limit nor repeal any other powers granted by LUDMA, or any other State or Federal statutes.

The following rules shall be observed in the application and interpretation this Ordinance, except where the context clearly requires otherwise:

1. The word “shall” or “must” are mandatory. The words “should” and “may” are permissive.
2. Words used or defined in one tense or form shall include other tenses or derivative forms.
3. Words used in the singular shall include the plural; words used in the plural shall include the singular.
4. Words referencing a gender shall extend and be applied to the other gender and shall be considered gender neutral.
5. In the event of a conflict between the text of this Ordinance and any maps, illustrations, captions, figures, or other material, the text of this Ordinance shall apply and control.
6. The word “includes” shall not limit a term to the specified examples, but is intended to provide guidance and to be illustrative only.
7. The word “and” indicates that all connected items, conditions, provisions, or events shall apply.
8. The word “or” indicates that one (1) or more of the connected items, conditions, provisions, or events shall apply.
9. The words “either or” indicates that the connected terms, conditions, provisions, or events shall apply singly but not in combination.

SECTION 5: AMENDMENT “15.06.030 Vineyard Planning Commission” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.06.030 Vineyard Planning Commission

The Vineyard Planning Commission (hereinafter “Commission”) was heretofore created and established pursuant to LUDMA, or prior enactments of LUDMA.

1. **Powers and Duties.** The Commission shall be an advisory body to the Council on legislative matters pertaining to the City’s General Plan and Land Use Ordinances. The Commission shall:
 - a. Prepare, or cause to be prepared, the General Plan, any proposed plan element, any amendments thereto, and to submit the proposed plan, element, or amendments to the Council.
 - b. Prepare or cause to be prepared all Land Use Ordinances, including this Ordinance, Zoning Districts Maps, Official Maps, and any amendments thereto, and to submit such Land Use Ordinances, or amendments thereto to the Council.
 - c. Review and recommend approval or denial of all Applications for a General Plan Amendment and Land Use Ordinance Amendment to the Council.
 - d. Review and render a decision of approval, approval with conditions or denial regarding conditional use applications.
 - e. Review and recommend approval, approval with conditions, or denial of all Subdivision Applications to the Council, as authorized by the [Vineyard Subdivision Ordinance](#).
 - f. Determine and render a written interpretation of the boundary of a Zoning District, as provided by VZC 15.04.030.
 - g. Adopt bylaws, policies, and procedures for the conduct of the duties and meetings of the Commission, for the consideration of Applications and for any other purposes deemed necessary by the Commission, provided that such bylaws, policies, and procedures are approved by the Council before taking

- effect.
- h. Advise the Council on other matters, as the Council may direct.
- 2. Commission Membership, Appointment, Terms, Removal, and Vacancies.**
- a. The Commission shall consist of five (5) REGULAR members AND UPTO THREE (3) ALTERNATE MEMBERS.
- b. Commission members shall be appointed by the Mayor, with the advice and consent of the Council.
- c. Members of the Commission shall be residents of Vineyard. No member of the Commission shall be an elected official.
- d. All members of the Commission shall serve at the discretion of the Mayor and Council for a term of four (4) years. No member shall serve more than two (2) consecutive terms. Terms shall begin on January 1 of each calendar year. Members' terms are to be staggered so that no more than ~~one~~^{three (3+)} ~~appointments term~~ shall expire each year on January 1. A Commission member shall not be automatically reappointed to a second term.
- e. Commission members may be removed by the Mayor, with the advice and consent of the Council.
- f. A Commission member may be removed by the Mayor, with the advice and consent of the Council, if three (3) consecutive or twenty-five (25) percent of the Commission meetings in a calendar year are missed. If the absence of a Commission member is due to an extended illness or vacation, the Commission member is responsible to provide written notice to the Mayor prior to the time the absence will occur. If such notice is given, these removal requirements do not apply.
- g. Commission vacancies occurring for any reason shall be filled by the Mayor, with the advice and consent of the Council. Vacancies on the Commission occurring in ways other than through the expiration of terms shall be filled for the remainder of the unexpired term.
- 3. Quorum and Necessary Vote.** No meeting of the Commission shall be called to order, nor may any business be transacted without a quorum consisting of at least three (3) members of the Commission being present. The chair shall be included for the purposes of establishing a quorum and shall act as a voting member of the Commission. All actions of the Commission shall require a minimum participation of three members of the Commission ~~the vote of a majority of the total members of the Commission~~. The Commission shall transmit reports of its decisions and recommendations to the Council. Any member of the Commission may also make a concurring or dissenting report or recommendation to the Council.
- 4. Effective Date of Decisions.**
- a. All decisions of the Commission shall become effective on the date of the meeting when the decision is made unless a different date is designated in the rules of the Commission, or the Commission designates a different date when the decision is made.
- 5. Meetings, Hearings, and Procedure.**
- a. The Commission shall establish a regular meeting schedule.
- b. Special meetings may be requested by a majority vote of the Commission, or by the chair of the Commission.
- c. When a matter is postponed due to lack of a quorum, the chair shall reschedule the matter to the next available Commission meeting. The Recording Secretary shall notify all interested parties and all members of the Commission of the date when the Commission will hear the rescheduled matter.
- 6. Commission Organization.**
- a. At an annual organizational meeting to be held as listed in the Commission's by-laws, and at other times as required, the members of the Commission shall elect one (1) of their members as chair and one (1) of their members as vice-chair. In the absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. The chair and vice-chair shall serve a term of one (1) year. No member shall serve as chair for more than two (2) consecutive terms.
- b. The chair, or in the chair's absence the vice-chair, shall be in charge of all proceedings before the Commission, and shall take such actions as necessary to preserve order and the integrity of all proceedings before the Commission.
- c. In case of the absence of the chair and the vice-chair, the sitting members of the Commission shall appoint a chair pro tempore that shall be in charge of all proceedings before the Commission, and shall take such actions as necessary to preserve order and the integrity of all proceedings before the Commission.
- 7. Commission Compensation.**
- a. The Council may fix per diem compensation for members of the Commission, based on necessary and reasonable expenses and on meetings actually attended. The Council shall provide for reimbursement to Commission members for actual expenses incurred, upon presentation of proper receipts and vouchers.
- 8. Commission Members Volunteers.**
- a. Members of the Commission shall be deemed "volunteers" for the purposes of City Ordinances, rules, regulations, and policies concerning personnel, provided however, Commission members shall be included in the definition of "employee" for the purposes of the Utah Governmental Immunity Act.
- 9. Commission Recording Secretary.**
- a. The Mayor shall assign the City Recorder, or designee, to act as the Recording Secretary to serve the Commission. The Recording Secretary shall keep the minutes of all proceedings of the Commission, which minutes shall be the official record of all proceedings before the Commission, attested to by a majority vote of the members of the Commission. The minutes of all meetings of the Commission shall be filed in the office of the City Recorder. All such records shall be available for public review and access in accordance with the Government Records and Access Management Act.
- b. The Recording Secretary shall be compensated as approved by the Council.

SECTION 6: AMENDMENT “15.06.060 Vineyard Development Review Committee” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.06.060 Vineyard Development Review Committee

1. **Establishment.** A Development Review Committee (hereinafter identified as the “DRC”) may be established and created by the Mayor, with the advice and consent of the Council.
2. **Purpose.** The purpose of the DRC is to assure that any proposed use, activity, building or structure is consistent with the General Plan and complies with all requirements of the City’s Land Use Ordinances, including this Ordinance, and all other applicable Ordinances and requirements.
3. **Membership.** The DRC shall consist of seven (7) members, the Chair of the Planning Commission, the City Manager, the Fire Marshall ~~or designee~~, and the heads of the Departments of Building, Community Development, Engineering, and Parks and Recreation ~~or their designee~~. ~~Each member of the DRC may choose a qualified designee with knowledge in their respective field to serve in their place. The Fire Marshall and Vineyard Public Safety department shall advise the DRC on all Land Use decisions.~~ Each member of the DRC may choose a qualified designee with knowledge in their respective field to serve in their place.
4. **Chairperson.** The committee shall designate one member as the Chairperson of the DRC annually.
5. **Powers and Duties.** The DRC shall act under the direction of the Mayor and shall have the following duties and responsibilities:
 - a. Before a Land Use Authority considers any Permitted Use (P-2) or Conditional Use (C) Applications, the DRC shall review the Application to determine compliance of the Application with the General Plan and all applicable Ordinances.
 - b. The DRC shall provide a report to the Land Use Authority identifying compliance of any Permitted Use (P-2) or Conditional Use (C) Application with the General Plan and all applicable Ordinances prior to review and decision by a Land Use Authority.
 - c. The DRC may provide a report to the Planner for any Temporary Use (T) or Permitted Use (P-1) Application identifying compliance with the General Plan and all applicable Ordinances prior to review and decision by the Planner.
 - d. The DRC may present findings for consideration by the Land Use Authority in the review and decision of any Application for any Approval, Permit, or License.
 - e. The DRC may act as a Land Use Authority to approve, approve with requirements, or deny Final Subdivision Applications.
6. **Conduct of Meetings.** The DRC shall establish procedures for the conduct of DRC meetings, the scheduling of meetings, field trips, and any other DRC matters, such procedures being reviewed and approved by the Mayor before taking effect.

SECTION 7: AMENDMENT “15.12.020 Establishment Of Districts” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.12.020 Establishment Of Districts

In order to carry out the provisions of this ordinance the Table of Zoning Districts divides the city of Vineyard into the following zoning districts:

Table of Zoning Districts

Standard Districts	OS	Open Space
	A-1	Agriculture - 1 District
	RA-5	Residential Agriculture District
	RE-20	Residential Estates - 20 District
	R-1-15	Single-Family - 15 District
	R-2-15	Residential R-2-15 District
	R-1-10	Single-Family - 10 District
	R-1-8	Single-Family - 8 District
	HDR-1	High Density Residential - HDR-1 District
	HDR-2	High Density Residential - HDR-2 District
	BP	Business Park District
	FOI	Flex Office Industry District
	M	Manufacturing District
	NC	Neighborhood Commercial
	I-1	Industrial Zone - 1 District
	PF	Public Facility
	RC	Regional Commercial District

Special Purpose Districts	RMU	Regional Mixed-Use
	GRMU	Geneva Road Mixed-Use
	DV	Downtown Vineyard
	FMU	Forge Mixed-Use
	WE	Water's Edge
	PD	Planned Development Overlay District

SECTION 8: AMENDMENT “15.12.030 Zoning Districts Purpose” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.12.030 Zoning Districts Purpose

The zoning districts of the city are provided to achieve the purposes of the general plan, all adopted land use ordinances and the purposes of LUDMA.

1. Agricultural District (A-1). The A-1 District is provided to allow locations within the city devoted primarily to the raising of livestock, growing crops, and to preserve and protect the continued use of the property for agricultural purposes by excluding incompatible development. Additionally, this district is provided to allow very low-density residential uses compatible with the environmental values and qualities of the property. The A-1 District recognizes and allows existing agricultural and farming activities to continue, consistent with the provisions and requirements of the A-1 District.
2. Residential Agriculture District (RA-5). The RA-5 District is provided to allow low-density residential uses with the opportunity for keeping of domestic livestock and the operation and maintenance of small farms and hobby farms. The primary land uses allowed are small farms, single-family dwellings, and associated and compatible accessory uses.
3. Residential Estates District (RE-20). The RE-20 District is provided for low-density residential estates neighborhoods with a quality of openness. This district is intended to promote, preserve, and protect single-family residential development. The principal land use allowed is single-family dwellings and accessory uses in recognition and sensitivity to the physical environment of the district.
4. Single-Family Residential (R-1-15, R-1-10 and R-1-8). The R-1-15, R-1-10 and R-1-8 Districts are provided to maintain and allow opportunities for average sized lot single-family residential areas for single-family residential dwellings.
5. Multiple Residential (R-2-15, HDR-1 and HDR-2). The R-2-15, HDR-1 and HDR-2 Districts are provided to allow medium and high-density multiple family residential areas. These districts allow the development of single-family, duplex units, townhouses, condominiums and apartments to provide a full range of housing choices for city residents and amenities and conveniences in a pleasing and attractive residential environment with adequate light, air, open space, and landscaped areas.
6. Business Park (BP). The purpose of the BP District is to provide an attractive and nuisance free environment for the establishment of professional offices, light assembly and warehouse development in a campus-like and convenient setting.
7. Neighborhood Commercial (NC). The purpose of the NC District is to provide mixed-use transition areas between major roadways and high impact uses between residential neighborhoods.
8. Regional Commercial (RC). The purpose of the RC District is to provide areas for the location of various types of commercial uses and activities needed to serve the residents of the city, and surrounding areas.
9. Flex Office & Industry (FOI). The purpose of the FOI District is to provide an area in the city to foster economic development, establish employment centers and provide flexible development standards to accommodate business expansion. Land uses in the FOI District will be concentrated in information technology, pharmaceuticals, light manufacturing, biotechnology, light industrial and business development and will primarily be contained within quality structures and limit external impacts to surrounding properties.
10. Manufacturing and Industrial (M and I-1): The purpose of the M and I-1 Districts is to recognize and provide for established manufacturing and industrial uses existing in the city and also provide an environment for larger and more intensive industrial uses that do not require, and may not be appropriate, for a nuisance free environment.
11. Open Space (OS): The purpose of the OS District is to establish areas for enhanced natural environments and outdoor recreation. This district is intended to preserve, maintain and protect open space resources; protect access to Utah Lake and to encourage development of a comprehensive network of permanent, multifunctional publicly and privately owned open spaces in the city.
12. Public Facilities (PF): The purpose of the PF District is to provide areas for public facilities and to recognize the public and institutional nature of particular parcels of land within the city. This district is intended to ensure that the public, quasi-public, and institutional uses of property is related to the policies of the general plan.
13. Special Purpose Zoning Districts. Special Purpose Zoning Districts are provided to meet specific needs and goals of the city as follows:
 - a. Planned Development Overlay (PD). The PD District is provided as an overlay zoning district to allow residential development opportunities with a greater degree of flexibility than may be allowed by the underlying zoning districts. The PD District requires creativity and uniqueness in the proposed development with recognition of the environmental and community values existing on the development site. The PD District promotes the efficient use of all land resources and requires the provision of development and community

- amenities, with the preservation of the natural and scenic qualities of the development site.
- b. Regional Mixed Use (RMU). The purpose of the RMU District is to promote the goals of the general plan in areas of the city that are designated by the general plan for a combination of land uses in a mixed-use development pattern either horizontal or vertical design. This zoning designation recognizes that adherence to a traditional pattern of development standards would preclude the application of a more flexible approach. Commercial, employment, and residential uses are encouraged to be provided with intensities and densities that promote a mix of day and nighttime activities. Developments within this district shall be compatible with surrounding existing and planned land uses.
 - c. Downtown Vineyard (DV). The purpose of the DV District is to facilitate the creation of an urban-style community center with places to visit, live, work, recreate, and shop. It promotes a mix of uses, including: residential, professional office, retail commercial, and community amenities. It also anticipates a future multi-modal transit hub with commuter rail, light rail, and bus service.
 - d. Water's Edge (WE). The WE District is a master planned community that includes a range of residential homes, from large homes on large lots to multi-family/condominium housing and is located within a network of open spaces including parks, trails, and native open areas. The WE District has been designed to promote an active family lifestyle where residents are encouraged to walk between neighborhoods and several community gathering places including the Utah Lake shoreline.
 - e. The Forge Mixed Use (FMU). The FMU District is intended to encourage a mixture of commercial, office and residential uses within an urban neighborhood atmosphere. Development in the FMU District is intended to provide a pedestrian oriented, safe, and attractive streetscape, and a controlled and compatible setting for residential and commercial development. The standards are intended to achieve established objectives for urban and traditional design, pedestrian amenities, and land use regulation.
 - f. The Geneva Road Mixed-Use (GRMU). This district is intended to encourage a mixture of commercial, office and residential uses along the Geneva Road corridor. Development in the District is intended to provide more intense commercial uses, safe and attractive streetscape, and a compatible setting for residential and commercial development. The cross access between the lots in the GRMU is vital to the design and function of the District. The standards are intended to establish objectives for the design of a mix of uses.

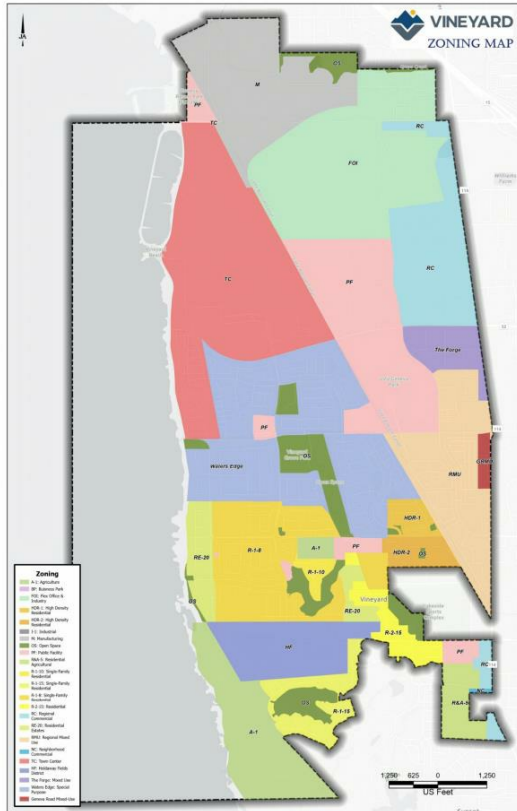
SECTION 9: AMENDMENT "15.12.040 Vineyard Zoning Map" of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.12.040 Vineyard Zoning Map

1. The boundaries of these zoning districts are established as shown in the official Vineyard Zoning Map adopted by the Vineyard City Council, as amended, which map is made a part of this ordinance.
2. Where uncertainty exists regarding the boundaries of the various zones, the Planning Commission shall interpret the following guidelines in its decision-making process:
 - a. Unless otherwise designated on the zoning map, district boundary lines are lot lines; the centerlines of streets, alleys, railroad rights of way, municipal corporate lines; or other lines drawn to scale on the zoning map.
 - b. Where a lot is divided at the effective date hereof, or by subsequent amendments, by a zoning district boundary line, the less restrictive zoning requirements may be extended not more than twenty-five feet (25') into the more restrictive zoning district adjacent to the zoning district boundary line.
3. Interpretation of the exact location of a zone district boundary shall be resolved by the commission, by reference to the zoning map of the city.

~~Unless otherwise designated on the zoning map, district boundary lines are lot lines; the centerlines of streets, alleys, railroad rights of way, municipal corporate lines; or other lines drawn to scale on the zoning map. Where a lot is divided at the effective date hereof, or by subsequent amendments, by a zoning district boundary line, the less restrictive zoning requirements may be extended not more than twenty-five feet (25') into the more restrictive zoning district adjacent to the zoning district boundary line. Interpretation of the exact location of a zone district boundary shall be resolved by the commission, by reference to the zoning map of the city.~~
Zoning Map



SECTION 10: AMENDMENT "15.12.050 District Use Table*" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.12.050 District Use Table*

1. District Use Table: The district use table lists all use types and zoning districts where the use type is permitted (P), allowed through the provision of a conditional use permit (C), permitted as an accessory use (A) to a principal use or permitted for temporary timeframe (T).
2. Prohibited Uses: All uses marked with an "x" in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.
3. Additional Requirements: In addition to requirements listed at the bottom of the district use table, additional requirements for specific uses are listed in [VZC 15.14 Special Purpose Districts](#), VZC 15.32 General Property Development Standards and VZC 15.34 Supplementary Development Standards of the zoning ordinance.
4. Accessory Use: An accessory use, unless otherwise permitted in the zoning ordinance, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site.

P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non-Permitted Use; X^x = Indicates Additional Standards Below

NCNP

RESIDENTIAL														
ZONING DISTRICT USES	O	A-1	R & A-5	R-E-20	R-1-15	R-1-10	R-1-8	R-2-15	H-D-R-1	H-D-R-2	R-M-U	G-R-M-U	F-M-U	B-P
Clinical														

Support Housing	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P ⁸	N	N	N
Dwelling, Multiple-Family	N	N	N	N	N	N	N	N	N	N	P	P	P	N ¹ ₁	P	N	N	N	N	
Dwelling, Single-Family	N	P	P	P	P	P	P	P	P	P	N	P	N	N	N	N	N	N	N	
Dwelling, Two-Family	N	N	N	N	N	N	N	P	P	N	P	N	P	N	N	N	N	N	N	
Model Home or Unit	N	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	P	N	N	
Residence for Persons with a Disability	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	P ²	N	N	
Residence for Persons with a Disability that are Substantive Abuse Facilities located with	N	C ²	C ²	C ²	C ²	C ²	C ²	C ²	C ²	C ²	C ²	N	N	N	N	N	N	N	N	

hin 500 feet of a Sc ho ol																			
Re sid ent ial Fa cilit y for Eld erl y Per son s	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	C ²	N	N
Re sid ent ial Le ase , Sh ort Ter m	N	N	P ² N	P ² N	P ² N	P ² N	P ² N	P ² N	P ² N	P ² N	N	N	N	N	N	N	N	N	N

COMMERCIAL																				
ZO NI NG DI ST RI CT US ES	Q S	A- 1	R & A- 5	R E- 20	R- 1- 15	R- 1- 10	R- 1- 8	R- 2- 15	H D R- 1	H D R- 2	R M U	G R M U	F M U	B P	R C	N C	F OI	M	PF	
Ag ric ult ure . Co mm erci al	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Ani mal Hos pita l	N	N	N	N	N	N	N	N	N	N	P	N	N	N	P	C	P	P	N	
Bill boa rd	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N	
Ca nna bis Pro duc tion Est abli sh me nt	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P ²	P ²	N	
Ca r Wa sh	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	C ³	N	C	P	N
Ch eck Cas																				

hin g and Oth er Cre dit Ser vice s	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C ²	N	N	N	N
Ch emi cal Ma nuf act ure s, Sto rag e, and Dis trib utio n (Ex isti ng)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Co mm erci al Da y Ca re/ Pre sch ool Ce nte r	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	C	C	C ³	N	N	N
Co mm erci al Pla nt Nu rse ry	N	C	C	N	N	N	N	N	N	N	C	N	N	N	P	N	P	P	P	N	N
Co mm erci al Rec rea tion s, Ind oor	N	N	N	N	N	N	N	N	N	N	C	C	C	C	P	P	N	P	P	N	N
ZO NI NG DI ST RI CT US ES	O S	A- 1	R & A- 5	R E- 20	R- 1- 15	R- 1- 10	R- 1- 8	R- 2- 15	H D R- 1	H D R- 2	R M U	G R M U	F M U	B P	R C	N C	F OI	M	PF		
Co mm erci al Rec rea tion s, Out doo r	N	C	C	N	N	N	N	N	N	N	C	C	N	C	C	N	N	C	N	N	N
Co mp																					

Costing Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
Construction Sales and Service	N	N	N	N	N	N	N	N	N	N	P	N	N	N	C	N	C	P	N	
Contractor's Office/Storage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	
Distribution Center	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	N	N	P	N	
Drive-thru Facility	N	N	N	N	N	N	N	N	N	N	P ²	P ²	P ²	N	P ²	N	N	P ²	N	
Dry Cleaning	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N	N	
Event Centers	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	C	N	N	N	
Financial Institution	N	N	N	N	N	N	N	N	N	N	P	P	P	C	P	P	P	N	N	
Flammable Liquids or Gases Manufacture, Storage, and Distribution	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	C	N	
ZONING DISTRICTS	OS	A-1	R & A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	GRMU	FMU	BP	RC	NC	FOI	M	PF	

ES																			
Fu ner al Ho me/ Mo rtu ary	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	C	N	N	N
Gol f Co urs e	C	C	C	N	C	N	N	N	N	N	N	N	N	C	N	C	N	N	N
He alth and Fit nes s Fac ility	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	N	N
Hot el	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	C	C	N	N
Hot el, Ext end ed Sta y	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	N	N	N
Hy bri d Pro duc tion Fac ility	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	C	P	N	N
Ke nne l, Co mm erci al	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	P ²	P ²	N
Ke nne l, Out doo r Co mm erci al	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C ²	C ²	N
La un dry , Co mm erci al	N	N	N	N	N	N	N	N	N	N	C	P	C	N	N	N	P	P	N
La un dry , Self - Ser ve	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	P	P	P	N
Ma nuf act uri ng, He avy	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
ZO NI																			

NG DI ST RI CT US ES	OS	A-1	R & A-5	R E-20	R-1-15	R-1-10	R-1-8	R-2-15	H D R-1	H D R-2	R M U	G R M U	F M U	B P	R C	N C	F OI	M	PF
Ma nuf act uri ng, Lig ht	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	P	P	N
Me dic al and De ntal Cli nic	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	P	N	N	N
Me dic al or De ntal La bor ato ry	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	P	P	P	N
Me dic al Spa	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N	N
Mo bile Foo d Co urt	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N	N
Mo tel	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	C	C	N	N
Mo tor Yeh icle Fue ling Sta tion	N	N	N	N	N	N	N	N	N	N	C	P	N	N	C	N	C	N	N
Nig htcl ub	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	C	N	N	N
Nu rsin g Ca re Fac ility	N	N	N	N	N	N	N	N	N	N	C	C	C	C	P	N	P	N	N
Nu rsin g Ho me, Co nva lesc ent Ca re	N	C	C	C	C	C	C	C	C	C	N	N	N	N	P	N	P	N	N
ZO NI NG DI ST RI CT US ES	OS	A-1	R & A-5	R E-20	R-1-15	R-1-10	R-1-8	R-2-15	H D R-1	H D R-2	R M U	G R M U	F M U	B P	R C	N C	F OI	M	PF

Office	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	N	N
Pa wn sho p	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	N	N	N	N
Per son al Ca re Ser vice s	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	N	N
Per son al Inst ruc tion Ser vice	N	N	N	N	N	N	N	N	N	N	N	P	P	P	C	P	P	C	N
Ph ar ma cy	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	N	P	N
Ph ar ma cy, Me dic al Ca nna bis	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P ²	N
Pri vat e Clu b	N	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	N	C	N
Res tau rant	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	N
Ret ail Sal es and Ser vice s	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P ³	P	P	P ³	N
Ret ail Sal es and Ser vice s (Co mm uni ty Co mm erci al)	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	N	P	N	N
ZO NI NG DI ST RI CT US ES	Q S	A- 1	R & A- 5	R E- 20	R- 1- 15	R- 1- 10	R- 1- 8	R- 2- 15	H D R- 1	H D R- 2	R M U	G R M U	F M U	B P	R C	N C	F OI	M	PF
Ret ail Sal es																			

and Services (Regional)	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	N	N	N	N
Retail Tobacco Specialty Businesses	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C ²	N	N	N	N
Salvage Yard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Sexually Oriented Businesses	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
Storage-Self Service Mixed-Use Facility	N	N	N	N	N	N	N	N	N	N	C ²	N	N	C ²	C ²	C ²	C ²	N	N
Storage-Self Service	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N
Storage of Recreational Vehicles	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N
Tattoo Establishment	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	N	N	N
Trailer/RV Camping Facilities	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C
Vehicle and Equipment	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N

Re ntal																				
ZO NI NG DI ST RI CT US ES	Q S	A- 1	R & A- 5	R E- 20	R- 1- 15	R- 1- 10	R- 1- 8	R- 2- 15	H D R- 1	H D R- 2	R M U	G R M U	F M U	B P	R C	N C	F OI	M	PF	
Veh icle and Eq uip me nt Re pai r (M ajo r)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	P	C	C	
Veh icle and Eq uip me nt Re pai r (Mi nor)	N	N	N	N	N	N	N	N	N	N	N	P	N	N	C	N	C	C	C	
Veh icle and Eq uip me nt Sal e and Re ntal Ne w or Use d (He avy)	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	N	C	N	
Veh icle and Eq uip me nt Sal e or Re ntal Ne w or Use d (Li ght)	N	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	P	N	N	
Wa reh ous e	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	P	P	N	
Wa reh ous	N	N	N	N	N	N	N	N	N	N	C	N	N	N	P	N	N	N	N	

g Club																			
Wholesale Distribution	N	N	N	N	N	N	N	N	N	N	C	N	N	C	N	N	P	P	N

PUBLIC AND INSTITUTIONAL																			
ZONING DISTRICT USES	O S	A-1	R & A-5	R E-20	R-1-15	R-1-10	R-1-8	R-2-15	H D R-1	H D R-2	R M U	G R M U	E M U	B P	R C	N C	E OI	M	PF
Assembly, Place of	N	C ₁	C ₁	C ₁	C ₁	C ₁	C ₁	C ₁	C ₁	C ₁	C	C	C	C	P	C	N	N	N
Commuter and Light Rail Facilities and Station	N	N	N	N	N	N	N	N	N	N	P	P	P	C	C	C	C	C	C
Earth Station (Satellite Dish Farm)	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	N	N	P	N
Educational Facility	N	C	C	C	C	C	C	C	C	C	P	P	P	P	P	P	P	P	P
Emergency Care Facility	N	N	N	N	N	N	N	N	N	N	P	P	P	C	P	N	P	N	N
Environmental Remediation Activities	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	N	P	P	P

Far me rs' Ma rke t	N	N	N	N	N	N	N	N	N	N	C	C	C	C	N	C	N	N	C
Hel ipo rt/ Ver tip o rt	N	N	N	N	N	N	N	N	N	N	C ^L ₀	N	N	N	C ^L ₀	N	C ^L ₀	C ^L ₀	N
Hos pita l	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N	C	N	N
Liq uor Sto re (St ate Ow ned)	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	C	N	N	N
ZO NI NG DI ST RI CT US ES	Q S	A- 1	R & A- 5	R E- 20	R- 1- 15	R- 1- 10	R- 1- 8	R- 2- 15	H D R- 1	H D R- 2	R M U	G R M U	F M U	B P	R C	N C	F OI	M	PF
Ma jor Fac ility of a Pu blic Util ity	C	C	C	C	C	C	C	C	C	C	C	C	N	N	C	N	C	C	C
Mi nor Fac ility of a pu blic Util ity	P	P	P	P	P	P	P	P	P	P	C	C	C	P	C	C	P	P	P
Mu seu m	N	N	N	N	N	N	N	N	N	N	P	P	P	C	C	P	N	N	N
Op en Spa ce and Tra ils	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Par ks and Ass oci ate d Fac ility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Par k and Rid e Fac ility	N	N	N	N	N	N	N	N	N	N	P	N	N	C	N	N	P	P	N
Po wer Pla nt	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N

Public Use	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
Recycling Collection Center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	P	N
Recycling Processing Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	
ZONING DISTRICT USES	OS	A-1	R & A-5	R E-20	R-1-15	R-1-10	R-1-8	R-2-15	H D R-1	H D R-2	R M U	G R M U	F M U	B P	R C	N C	F OI	M	PF
Transit Passenger Hub (Intermodal)	N	N	N	N	N	N	N	N	N	N	P	P	P	N	C	N	C	C	C
Wireless Telecommunications Site / Facility	N	C ₂	C ₂	N	N	N	N	N	N	N	C ₂	C ₂	C ₂	C ₂	N	N	C ₂	C ₂	C ₂

ACCESSORY USES																			
ZONING DISTRICT USES	OS	A-1	R & A-5	R E-20	R-1-15	R-1-10	R-1-8	R-2-15	H D R-1	H D R-2	R M U	G R M U	F M U	B P	R C	N C	F OI	M	PF
Accessory Building	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	P	P ²	P	N	N
Accessory Dwelling Unit	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	N	N	N	N
Accessory																			

Dwelling Unit for Owner or Employee	N	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	P	C	C	N
Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Domestic Livestock and Fowl	N		P ²	P ²	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Home Day Care (eighteen children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N	N	N	N
Home Day Care (on e-seven children)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N
Home Occupation	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	P ²	N	N	N	P ²	N	N	N	N
Home Pre school (on e-seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N	N	N	N
ZONING DISTRICT USES	OS	A-1	R & A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HD R-1	HD R-2	RMU	GRMU	FMU	BP	RC	NC	FOI	M	PF		
Home Pre sch																					

ool (eig ht- ten chil dre n)	N	C	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N
Ho use hol d Pet s, No nco mmo merci al	N	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	N	N	N	P ²	N	N
Op en/ Out doo r Dis pla y of Pro duc ts or Me rch and ise	N	N	N	N	N	N	N	N	N	N	C	N	N	N	C	C	C	P
Sea son al Use	T ⁵	N	N	N	N	N	N	N	N	N	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	N
Sig n- Te mp ora ry	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶	T ⁶
Swi mm ing Poo l	P	C ₂	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	P ²	N	N	P ²	N	N
Te mp ora ry Use	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T ⁵	T
Ten nis Co urt/ Spo rts Co urt	P ¹ ₂	P ¹ ₂	P ¹ ₂	P ¹ ₂	P ¹ ₂	P ¹ ₂	P ¹ ₂	P ¹ ₂	P ¹ ₂	P ¹ ₂	P ¹ ₂	N	N	N	N	P	N	C

PUBLIC AND INSTITUTIONAL									
ZONING DISTRICT T-USES	OS	A-4	R&A- S	GRM U	RC	NC	FOI	M	PF
Assembly, Place of									
Commuter and Light Rail Facilities and Station									
Earth Station (Satellite Dish Farm)									

Education al Facility
Emergenc y-Care Facility
Environm ental Remediati on Activities
Farmers/ Market
Heliport/ Vertiport
Hospital
Liquor Store (State Owned)
Major Facility-of a-Public Utility
Minor Facility-of a-Public Facility
Museum
Open Space-and Trails
Parks-and Associated Facilities
Park-and Ride Facility
Power Plant
Public-Use
Recycling Processing Facility
Transit Passenger Hub (Intermod al)
Wireless Telecomm unications Site/ Facility

ZONING DISTRICT USES	O S	A -1	R & A- 5	R E- 20	R- 1- 15	R- 1- 10	R- 1- 8	R- 2- 15	H D R- 1	H D R- 2	R M U	G R M U	F M U	B P	R C	R C N	F O i	M	P F
Clinic al Suppo rt Housi ng	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P _{as}	P	N	N
Dwelli ng, Multip le- Famil y	N	N	N	N	N	N	N	N	N	P	P	N ⁺ +	P	N	N	N	N	N	N
Dwelli ng Single - Famil y	N	P	P	P	P	P	P	P	P	N	P	N	N	N	N	N	N	N	N

[illegible]

[illegible]

ACCESSORIES	Billboard	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Domestic Livestock and Fowl	N	P ₂	P ₂	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
	Home Day Care (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N
	Home Day Care (eight to ten children)	N	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N	N
	Home Occupation	N	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	N	P ₂	N	N	N
	Home Preschool (one to seven children)	N	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N
	Home Preschool (eight to ten children)	N	C	C	C	C	C	C	C	C	N	N	N	N	N	N	N	N	N
	Household Pets; Noncommercial	N	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	N	N	N	P ₂	N	N	N
	Open/Outdoor Display of Products or Merchandise	N	N	N	N	N	N	N	N	N	C	N	N	N	C	C	C	P	N
	Seasonal Use	F ₅	N	N	N	N	N	N	N	N	N	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	N	N
	Sign-Temporary	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆	F ₆
	Swimming Pool	P	C ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	P ₂	N	N	P ₂	N	N	N
	Temporary Use	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅	F ₅
	Tennis Court/Sports Court	C	C	C	C	C	C	C	C	C	C	N	N	N	N	P	N	N	C

4. Use shall not exceed 25% of the net square footage of a single building or development.
5. See VZC 15.26 for additional use standards.
6. See VZC 15.48 for signage requirements.
7. In accordance with the District Use Table above, drive-thru facilities complying with all standards listed in [Section 15.34.190](#) Part 1 through 11 of the VZC are considered a permitted use. Drive-thru facilities containing a drive aisle between the building's front façade and the front property line shall require the approval of a conditional use permit. See [Part 12 of Section 15.34.190](#) of the VZC.
8. Clinic Support Housing use shall not exceed 80% of the net square footage of a single building or development.
9. Use shall meet all licensing requirements as required by Utah State Code and conform to [Section 15.34.210](#) Cannabis Production Establishments and Medical Cannabis Pharmacies development standards of this title.
10. A conditional use is required for Heliports and Vertiports except for medical uses which are a permitted use.
11. Mixed-Use Residential may only be permitted by the City Council through approval of a development agreement. The City Council may only approve Mixed-Use Residential that is incorporated into a mixed-use building containing commercial uses located on the ground floor facing the street in which it fronts. Mixed-Use residential will be limited to lot 8 of the Geneva Retail Frontage Subdivision Plat and lots 12, 14, and 15 of the Geneva Retail Frontage Subdivision Plat B.
12. See [VZC 15.32.230 Requirements for Fences and Walls regarding sports court fencing standards](#).

SECTION 11: AMENDMENT "15.12.060 Dimensional Standards Table" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.12.060 Dimensional Standards Table

1. Unless otherwise specified, development in the city shall comply with the standards set forth in the Dimensional Standards Table. Special purpose districts standards are located in [VZC 15.14 Special Purpose Districts](#).

Dimensional standards regulating accessory buildings of VZC 15.34.030 shall apply.
All other applicable development standards are located within various chapters of the zoning ordinance.

Dimensional Standards Table

STANDARDS	O S	A-1	R & A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HD R-2	RM U	B P	R C	N C	F O I	M	P F
Minimum Lot Size	NA	40 Acres	5 Acres	40,000 sf	15,000 sf	10,000 sf	8,000 sf	15,000 sf per SFD or 25,000 sf per Two-Family Dwelling unit.	10,000 sf per multi-family unit.	8,000 sf plus 4,500 sf per multi-family unit.	10 acres ¹ .	40,000 sf	NA	NA	20,000 sf	20,000 sf	NA
Maximum Base Density allowed by a PD Overlay District in Units Per Acre	NA	1 unit per 20 acres	1 unit per 5 acres	1.7 units per acre	2.3 units per acre	3.5 units per acre	4.3 units per acre	2.33 SFD units per acre. 2.8 Two-family dwelling units per acre.	2-12 units per acre with an average of 8 units per acre.	9.7 units per acre.	NA	NA	NA	NA	NA	NA	NA
Minimum Lot Width	NA	Lot width to lot length ratio not less than 1:3		100'	90'	80'	80'	100' for SFD and 120' for Two-Family Dwellings	60' unless otherwise approved by the City Council.	120'		140'	NA	NA	100'	100'	NA
Minimum											See standard						

m Distance Between Condominium & Multi-Family Units Primary Buildings located on the same Lot or Parcel	N A	N A	N A	N A	N A	N A	N A	NA	30'	30'	Standard #1 below.	N A	N A	N A	N A	N A	N A
Minimum Building Height	No primary building within any district shall be erected to a height less than one (1) story entirely above grade. See definition of story.																
Maximum Building Height	35' 2	35' 2	35' 2	35' 2	35' 2	35' 2	35' 2	35' 2	35' 2	35' 2	60' 2	9' 0' 2	6' 0' 6	60' 6	6' 0' 2	60' 2	N A
Minimum Front Yard	N A	30'	30'	30'	30'	30'	20'	20'	20'	20'		3' 0'	2' 0'	N A	2' 5'	25'	N A
Minimum Side Yard - Interior Lots	N A	30'	30'	30'	30'	30'	20'	A total of at least 20' between the two side yards, with no side yard of less than 8'.	20', unless otherwise approved by the City Council.	20'	See standard #1 below.	2' 5'	2' 0'	20' 7	2' 0'	20'	N A
Minimum Side Yard for Corner Lots	N A	30'	30'	30'	30'	30'	20'	20'	20'	20'		2' 5'	2' 5'	N A	2' 5'	25'	N A
Minimum Rear Yard	N A	30'	30'	30'	30'	30'	20'	20'	20'	20'		2' 5'	2' 5'	2' 0' 7	2' 5'	25'	N A
Maximum Building Lot Coverage (Principal and Accessory Buildings)	N A	N A	15%	50%	50%	50%	50%	50%	50%	50%	NA	N A	N A	N A	N A	N A	N A
Maximum encroachment of Architectural Features Encroaching into required setback	N A	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	N A
Accessory Buildings and Residential Swimming Pools - In addition to the requirements of Section 15.34.030, the following dimensional standards apply:																	
Minimum Internal Side Setbacks	N A	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	N A	N A	3' 3'	N A	N A	N A
See Section 15.34.030																	

- Additional Standards:
 1. See [VZC 15.14 Special Purpose Districts](#) for additional RMU Districts standards.
 2. Building height is measured from the top of the back of curb to the highest point of the building or structure. See also the definition of "Building Height."
 3. Reserved
 4. For every one foot (1') in height above fifteen feet (15') the roof overhang setback shall be increased an additional one foot (1') from the internal side and rear property lines.
 5. For every one foot (1') in height above fifteen feet (15') the building setback shall be increased an additional one foot (1') from the internal side and rear property lines.
 6. Buildings located in the NC District shall not exceed 35 feet in height when located within 50 feet of a property line of a parcel containing a detached single-family home.
 7. No building setbacks are required for buildings located adjacent to parcels that do not contain stand-alone residential uses and are zoned for commercial uses.
 8. Residential-detached garages are allowed in established side yards of lots containing a single-family residence. Residential-detached garages shall maintain a minimum distance of 6' from the single-family residence and meet all fire and building codes. Front yard setbacks for single-family residences apply to residential-detached garages located in a side yard. Setbacks and building heights applicable to side and rear yards of accessory buildings shall apply to residential-detached garages. Driveways and parking surfaces shall not exceed sixty-five percent (65%) of the front yard area.

Page 32

AMENDMENT

15.16.040 Public Hearing Required And Required Notice

A public hearing to consider a Development Agreement Application shall be held by the Commission prior to ~~making a~~ recommendation to the Council. ~~The minimum requirements and other items to be included in a Development Agreement. The procedures for the consideration of an Application for a Development Agreement shall be those follow the~~ procedures for the consideration of a General Plan Amendment Application, as provided by VZC 15.10.

The required notice ~~for a Development Agreement Application shall be the follow the~~ notice requirements ~~for the consideration of~~ a General Plan Amendment Application, as provided by VZC 15.18. At the discretion of the Commission, and the Council, the required public hearings for the consideration a Development Agreement Application may be held concurrently with any other required public hearing.

SECTION 13: AMENDMENT "15.16.070 Periodic Review And Modification Or Termination" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.16.070 Periodic Review And Modification Or Termination

The Council ~~or staff~~ shall review a Development Agreement every twelve (12) months, at which time the Applicant, or the Applicant's successor, shall be required to demonstrate good faith compliance with the terms of the Development Agreement. If the Council finds, ~~through a review or report from staff~~, based on the evidence, that the Applicant has not complied in good faith with all terms or conditions of the Agreement, the Council may modify or terminated the Agreement. All proceedings before the Council to consider modification or termination of an Agreement shall include a noticed public hearing complying with the notice requirements for a General Plan Amendment Application, as provided by VZC 15.18.

SECTION 14: AMENDMENT "15.18.020 Required Notice Of Public Hearings And Public Meetings To Consider General Plan Or General Plan Amendment Applications" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.18.020 Required Notice Of Public Hearings And Public Meetings To Consider General Plan Or General Plan Amendment Applications

1. **Public Hearings.** The Planner for public hearings before the Commission, and the City Recorder, or designee for public hearings before the Council, shall provide notice of the public hearing to consider the General Plan or General Plan Amendment Application, as follows:
 - a. Notice of the date, time, and place of each public hearing, at least ten (10) calendar days before the public hearing, which notice shall be:
 - i. Mailed to each "affected entity" identified as defined by LUDMA;
 - ii. Posted in at least three (3) public locations within the city; or on the city's official website; and
 - iii. Posted in other locations as required by Utah State Code.
 - b. Notice of the date, time, and place of each public hearing shall be mailed at least ten (10) days before the public hearing to each Applicant for a General Plan Amendment Application, as required by VZC 15.10.030, and LUDMA.
2. **Public Meetings.** The Planner for public meetings by the Commission, and the City Recorder, or designee for public meetings by the Council, shall provide notice of the public meeting to consider the General Plan or General Plan Amendment Application, as follows:
 - a. Notice of the date, time, and place of the public meeting, at least 24 hours before the meeting, which notice shall be:
 - i. Posted in at least three (3) public locations within the city; or on the city's official website; and
 - ii. Posted in other locations as required by Utah State Code.
 - b. Notice of the date, time, and place of each public meeting shall be provided at least 24 hours before the meeting to each Applicant for a General Plan Amendment Application, as required by VZC 15.10.030, and LUDMA.

SECTION 15: AMENDMENT "15.26 Temporary Uses" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.26 Temporary Uses

SECTION 16: AMENDMENT "15.26.010 Purpose" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.26.010 Purpose

The following regulations are provided to accommodate those uses that are identified as a Temporary Use (identified as "T") in the [District Use Table \(15.12.050\) Table of Uses](#). The character and nature of a Temporary (T) Use may be such that use requirements may be necessary to protect adjacent properties and the general health, safety, and welfare of citizens of the city. Any building or structure which does not meet the requirements of this Chapter shall be treated as a permanent land use and shall conform to all required standards of the building, health, fire, zoning, and other similar codes.

A temporary use business license is subject to the standards within this chapter. Once compliant with the standards, a temporary use business license may be issued in place of a temporary use permit.

SECTION 17: AMENDMENT "15.26.020 Authority" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.26.020 Authority

The Planner is hereby authorized to review and render a final decision approving, approving with conditions, or denying all Temporary Use Applications. Temporary Use Business Licenses are subject to the review and approval of the Business License Administrator.

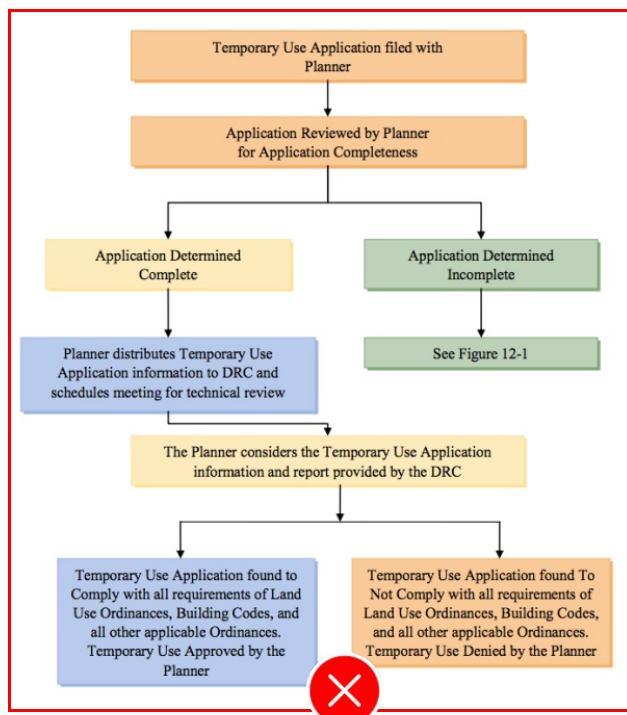
SECTION 18: AMENDMENT "15.26.040 Review And Approval Procedures" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.26.040 Review And Approval Procedures

- ~~1. The procedures for the review and consideration of a Temporary Use Application are identified by Figure 15-26-1, herein.~~
2. An Application to establish a Temporary Use shall be determined complete by the Planner, as provided by VZC 15.24.060. For Temporary Use Applications determined to be incomplete, the Planner shall comply with the requirements of VZC 15.24.070.
3. As provided by VZC 15.26.020, the Planner is authorized to render a final decision on the issuance of a Temporary Use Application upon a finding that the use is identified as a Temporary Use in the Table of Uses, and will be conducted in compliance with all requirements of this Ordinance, Building Codes, as adopted, and all Health Codes, as applicable.

~~FIGURE 15-26-1 Temporary (T) Use Application Procedures~~



SECTION 19: AMENDMENT “15.26.050 Allowed Temporary Uses” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.26.050 Allowed Temporary Uses and Development Standards

The following uses and activities may be authorized by the Planner with a finding that the Use will be conducted in compliance with all the requirements of this Ordinance:

1. All Uses proposed to be established for a maximum period of sixty (60) consecutive days, such uses being discontinued after the expiration of sixty (60) days except for the following:
 - a. Seasonal Use(s) operating as a Temporary Use are permitted from April 1 to October 31 for a maximum of 180 consecutive days.

Development Standards: All temporary uses are subject to the following development standards and may also have additional supplementary development standards found in VZC 15.26.055

1. All temporary use business license applications are subject to the standards found in VMC 5.14 Temporary Uses
2. Parking: all temporary uses shall have an improved parking surface, such as gravel or asphalt. The number of parking stalls will be determined by the use found in VZC 15.38 Parking and Loading Requirements. If the temporary use is located on the property with another use, temporary or permanent, the total number of parking stalls for the property must meet the standards set forth in VZC 15.38.
3. No temporary or seasonal use shall have the practical effect of utilizing space or interfering with the access routes or parking areas which are necessary for the proper operation of the primary use or adjacent properties.
4. Adequate solid waste disposal facilities shall be provided
5. Adequate restroom facilities for the specific use are provided.
6. The Vineyard Community Development Department may attach additional conditions deemed appropriate to ensure that the use will not pose any detriment to persons or property.

SECTION 20: AMENDMENT “15.34.070 Supplementary Requirements For Residences For Persons With A Disability” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.34.070 ~~Supplementary Requirements For~~ Residences For Persons With A Disability

SECTION 21: ADOPTION “15.26.055 Temporary Use Supplementary Standards” of the Vineyard Zoning Code is hereby *added* as follows:

A D O P T I O N

15.26.055 Temporary Use Supplementary Standards(*Added*)

Unless otherwise stated, the following Temporary Uses shall be subject to the following standards and requirements:

1. Seasonal Use: a temporary use permit is required which must include a site plan with the following materials:
 - a. The location and type of vendors.
 - b. Any temporary signage which must comply with the standards in VZC 15.28.
 - c. The parking location and vehicular access.
 - d. Any other materials that the Planner deems necessary to ensure adequate access and safety.
2. Firework Stands: a temporary use permit is required that shall include a site plan with the following materials:
 - a. The location of any structure.
 - b. Any temporary signage which must comply with the standards in VZC 15.28.
 - c. The parking location and vehicular access.
 - d. The proposed dates in which fireworks will be available for sale.
 - e. Any other materials that the Planner deems necessary to ensure adequate access and safety.
3. Carnivals/Festivals
 - a. A special event permit is required in lieu of a temporary use permit.

SECTION 22: AMENDMENT “15.26.060 Exemptions” of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.26.060 Exemptions

The following uses or events shall be exempt from the requirements of a Temporary Use

Application and approval and shall not be required to present a Temporary Use Permit

1. All family reunions and gatherings
2. Garage or yard sales, provided that they shall not operate for longer than five (5) days in a calendar year and that there be no obstructions on the sidewalk or the public right of way.

SECTION 23: **ADOPTION** “15.27.010 Purpose” of the Vineyard Zoning Code is hereby *added* as follows:

ADOPTION

15.27.010 Purpose(*Added*)

SECTION 24: **ADOPTION** “15.27.020 Authority” of the Vineyard Zoning Code is hereby *added* as follows:

ADOPTION

15.27.020 Authority(*Added*)

SECTION 25: **AMENDMENT** “15.28.020 Authority” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.28.020 Authority

1. ~~The planner is hereby authorized to review and render a final decision for all permitted use applications, in accordance with the requirements of this chapter.~~
2. The Planning Commission is hereby authorized to review and render a decision of the following permitted use site plan and subdivision applications:
 - a. Nonresidential site plan applications
 - b. Detached single-family residential developments with ten (10) or more units.
 - c. Attached residential and multifamily residential developments.
3. The Planner is hereby authorized to review and render a final decision for all other permitted use applications, in accordance with the requirements of this chapter.

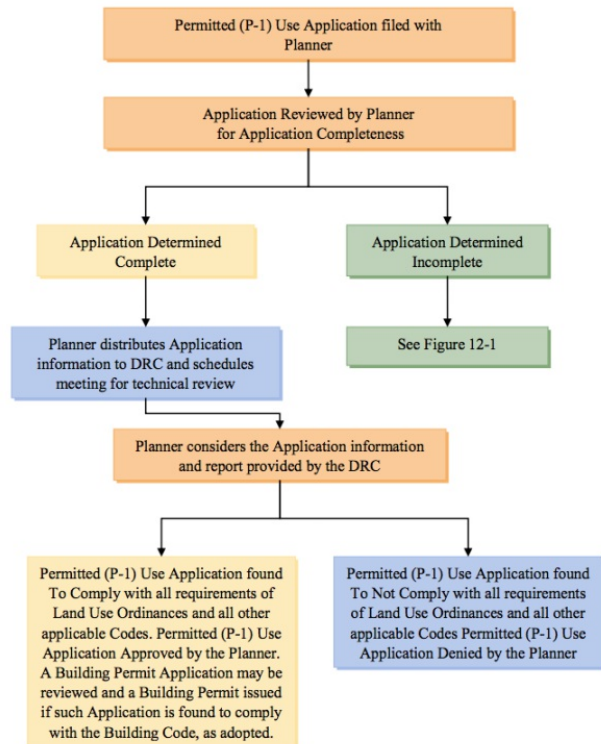
SECTION 26: **AMENDMENT** “15.28.050 Review And Approval Procedures” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.28.050 Review And Approval Procedures

The procedures for the review of a permitted use application are identified by Figure 15.28.1.

FIGURE 15.28.1 Permitted (P-1) Use Application Procedures



SECTION 27: **AMENDMENT** "15.28.070 Approval Standards" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.28.070 Approval Standards

The planner shall review the permitted use application and determine if the application and associated materials comply with the following:

1. The proposed use is an allowed permitted use within the zoning district.
2. The proposed permitted use and the accompanying site plan complies with all requirements of the Zoning District, ~~as applicable, including minimum area, front, rear and side-yard setbacks, building and structure height, and all other requirements applicable in the zoning District.~~
3. Complies with all site plan requirements as may be applicable, as provided herein.
4. Complies with all applicable dedication requirements of the city and provides the necessary infrastructure, as required.

SECTION 28: **AMENDMENT** "15.30.020 Authority" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.30.020 Authority

The ~~p~~lanning ~~e~~Commission is hereby authorized to review and render a decision for all conditional use applications, in accordance with the requirements of this chapter.

SECTION 29: **AMENDMENT** "15.30.060 Conditional Use Application Requirements" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.30.060 Conditional Use Application Requirements

All conditional use applications shall be provided to the city in an electronic PDF format and include the following information:

1. A completed application form, as provided by the city.
2. ~~Title report and survey of the subject property.~~
3. Proposed plans, including a site plan, elevation drawings and building renderings

which display the following information:

- a. Property boundaries and the location of all existing and proposed buildings on the subject property and buildings located within three-hundred (300) feet of the subject property.
 - b. Building setbacks, heights and lot coverage dimensions to demonstrate compliance with dimensional standards of the site's zoning district.
 - c. The location of all fences and walls, identifying proposed height, materials, and colors shall be shown.
 - d. Landscape plan(s) shall be provided, prepared by a registered landscape architect, identifying all proposed landscape, screening and buffering features, plant materials and sizes. The applicant shall demonstrate compliance with VZC 15.40.
 - e. Proposed vehicular and bicycle parking, loading and traffic circulation plan.
 - f. The location of all existing and proposed roads and streets serving the property, and including any permits as required by Utah County or the Utah Department of Transportation.
 - g. All public and private rights-of-way and easements located on, or adjacent to the property, proposed to be continued, created, relocated, or abandoned shall be shown.
 - h. The location and dimension of all existing natural property features including existing vegetation, wetlands, streams, drainage ways, flood plains, water bodies, and wildlife habitat areas.
 - i. Existing topography of the property, including the existing grade, and identifying the proposed finished grade of the site shown.
 - j. The location and dimension of all trails, sidewalks and biking facilities.
 - k. All existing and proposed utilities, including culinary water, secondary water, sanitary sewer, storm drainage, power, gas, and telephone lines and facilities, streets and roads with design plans for any new water, sewer and storm drainage lines and facilities, as applicable, streets and roads, meeting the design and construction requirements of the city
 - l. , or other agencies, as applicable, and prepared by a licensed engineer, at a scale acceptable to the planner. Access to all utilities and points of utilities connections shall be shown.
 - m. Building plans and drawings shall be provided, as required, to meet the adopted building code. The exterior elevations of every side of all proposed buildings and structures shall be provided, clearly showing proposed building materials and colors proposed for all exterior building facades.
 - n. Lighting plan showing identifying proposed site and building lighting, type, design, location, intensity, height, and direction of all site and building lighting. All lighting shall utilize a full cut-off design and be directed downward and away from any adjacent residential uses.
 - o. The location of all associated mechanical and ancillary equipment shall be provided, including any screening treatments proposed. The location and dimensions of all proposed solid waste collection areas and storage areas, including the proposed method of screening shall be identified.
 - p. An erosion control plan with Information identifying proposed temporary and permanent erosion control measures.
 - q. Information shall be provided identifying the phases of construction, a construction schedule, and a list of all permits necessary for the proposed use(s).
4. A narrative, accompanied by necessary tables and other information, describing the proposed conditional use application, to assist the planner, DRC, and commission in reviewing the conditional use application identifying the following:
- a. A calculation, identifying all pervious and impervious areas.
 - b. A description of all proposed uses and buildings, including the total site area and building square footage, by building.
 - c. Projected increase in traffic trips.
 - d. Projected water and sewer demand.
 - e. How the proposed use, and accompanying site and building plans comply with the general plan.
5. Proposed materials board displaying all building, sign and fencing materials and colors.
6. ~~If required by the commission, DRC or City Engineer, a traffic impact analysis will be required.~~ A traffic impact analysis will be required if requested by the Planning Commission, planner, DRC, or City Engineer. At a minimum, unless additional information is required, a traffic impact analysis shall be prepared by a licensed engineer and include the following information:
- a. Projected traffic from the proposed development project,
 - b. The area within the general vicinity of the proposed project as outlined by the City Engineer,
 - c. Potential traffic to be generated by other undeveloped sites within the established study boundaries, and
 - d. Recommendations of land use and/or appropriated traffic engineering modifications to mitigate traffic impacts and maintain an acceptable level of service.

SECTION 30: AMENDMENT "15.32.130 City Policy On Basements" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.32.130 City Policy On Basements

Because of random subsurface water flows associated with soil and weather conditions, the construction of basements is discouraged within the city. All property owners proposing to

include a basement in any building construction are advised to investigate the level of ground water to determine the advisability of a basement. The city accepts no responsibility for any property damage caused by the flooding of any basement.

SECTION 31: **AMENDMENT** "15.32.180 Lot Frontage Required" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.32.180 Lot Frontage Required

Every lot shall have frontage upon a dedicated or publicly approved road or street, or right-of-way providing direct access to a dedicated or publicly approved road or street. The required lot frontage shall be not less than the minimum lot width requirement as measured at the minimum front, as required by the Zoning District in which the lot is located, except as follows:

1. For lots which front upon a curve or cul-de-sac, the distance may be reduced to not less than fifty (50) feet provided that the side lot lines radiate in such a manner that the width of the lot at the minimum setback line is not less than the minimum requirement of the Zoning District, or

2: ~~The lot has been approved as a flag lot.~~

SECTION 32: **AMENDMENT** "15.32.210 Front Yard Parking Prohibited" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.32.210 Front Yard Parking Prohibited

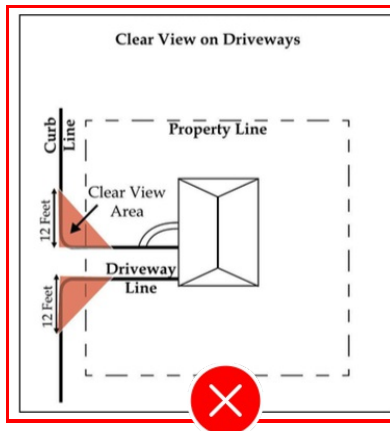
In all Zoning Districts, no vehicle parking shall be permitted in any required front yard setback areas, except on driveways located in residential zones ~~that directly access a garage or carport.~~

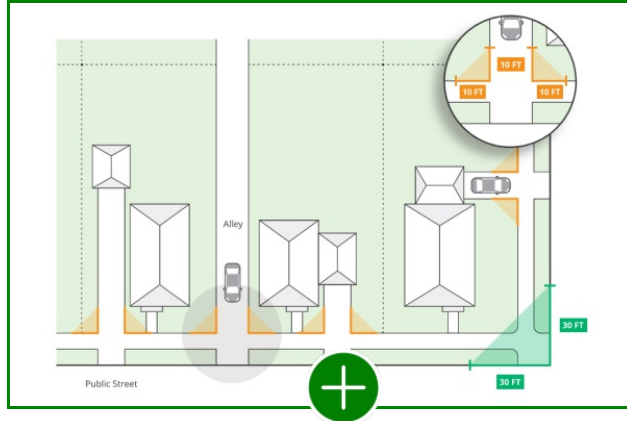
SECTION 33: **AMENDMENT** "15.32.290 Clear View Triangle On Driveways" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.32.290 Clear View Triangle On Driveways

In all Zoning Districts, no view obstruction including a sight-obscuring fence, wall, sign, ~~other similar structures~~, and landscaping which exceeds two (2) feet in height shall be placed within a triangular area formed by a diagonal line connecting lines located at the ~~sidewalk line closest to the primary structure~~ ~~curb-line~~ and driveway line ~~ten (10) twelve (12)~~ feet from the projected intersection of such lines.





SECTION 34: **AMENDMENT** "15.34 Supplementary Development Standards" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34 Supplementary Development Standards

SECTION 35: **AMENDMENT** "15.34.030 Accessory Buildings" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34.030 Accessory Buildings

1. Accessory buildings and accessory uses may be authorized in association with a primary building or primary use.
2. Accessory buildings and accessory uses shall only be authorized concurrently with, or following, the establishment of the primary building or primary use.
3. Accessory buildings, ~~excluding residential-detached garages,~~ excluding residential-detached garages, are only permitted within the rear yard and street side yards of corner lots.
4. Accessory buildings located within the street side yard of a corner lot shall maintain a minimum setback distance of three (3') feet from the street side property line.
Accessory buildings located within street-side yards of a corner lot shall be screened with a fence with a minimum height of 5' 6", from the street right-of-way on the front and sides and from neighboring properties adjoining the subject parcel on the rear property line.
5. Accessory buildings, excluding residential-detached garages, located within the street side yard of a corner lot shall not exceed a height of ten (10') feet.
6. Setbacks and building height standards for residential-detached garages located in side yards are found in Section 15.12.060 Dimensional Standards Table.
7. No storm water runoff from any accessory building shall be allowed to run onto adjacent property.
8. Accessory buildings shall meet all of the required dimensional standards of VZC 15.12.060.
9. Accessory buildings shall comply with the requirements of the adopted Building Code, as applicable.
10. No mobile home, travel trailer, boat, or similar recreational vehicle shall be used as an accessory building.
11. No shipping container, cargo container, shipping crate, box, trailer, or similar moveable piece of equipment or object shall be used as an accessory building.
12. No accessory buildings shall be rented, leased, or sold separately from the rental, lease, or sale of the primary building, except as allowed in VZC 15.34.060.
13. No accessory building shall be used as a permanent dwelling unit, except as allowed in VZC 15.34.060.
14. Accessory buildings used for the housing of domestic livestock or fowl shall comply with the requirements of VZC 15.34.120.
15. Swimming pools and spas are considered part of the primary building if they are within six (6') feet of the primary building; as such, they must adhere to the building setbacks of the primary building.

SECTION 36: **AMENDMENT** "15.34.060 Accessory Dwelling Units" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34.060 Accessory Dwelling Units

Purpose: The purpose of the accessory dwelling unit ordinance is to promote areas in the city to accommodate an expanding population, establish regulations to address the health, safety and welfare of the community, to provide flexibility for changes in household size associated with life cycle and to enable a level of financial security for home owners.

1. **Location:** Accessory dwelling units are allowed as an accessory use to a single-family detached residence and are limited to the following development configurations:
 - a. Detached accessory structures in accordance with section 15.12.060 Dimensional Standards Table and Section 15.34.030 Accessory Buildings.
 - b. Within a home provided access to the accessory dwelling unit shall meet all applicable fire and building codes. Mobile homes, travel trailers, boats, or similar recreational vehicles shall not be used as an accessory dwelling unit.
 - c. Prefabricated housing types intended for long-term placement that adhere to a permanent foundation and the design is consistent with the primary structure on the property.
2. **Minimum lot size:** A minimum lot size of five thousand two hundred (5,200) square feet is required for homes containing an internal accessory dwelling unit. A minimum lot size of twelve thousand (12,000) square feet is required for lots containing a detached accessory dwelling unit.
3. ~~**Detached accessory dwelling unit size: Detached accessory dwelling units shall not exceed a square footage of one thousand two hundred (1,200) square feet.**~~
size: Detached accessory dwelling units shall not exceed a square footage of one thousand two hundred square feet
4. **External appearance:** The accessory dwelling unit shall not alter the appearance of the structure as a single-family residence. There shall be no external evidence of occupancy by more than one (1) family, such as two (2) front doors. The architectural style, building materials and building colors of an accessory dwelling unit shall be compatible and consistent with the architectural style, materials, and color of the primary building.
5. **Sale of principle dwelling:** An accessory dwelling unit shall not be sold separately from the sale of the principle dwelling located on the same lot.
6. **Owner occupied:** The property owner shall live within the home or detached structure located on the property containing the accessory dwelling unit.
7. **Number of units:** A maximum of one (1) accessory dwelling unit may be established as a secondary use to a detached single-family dwelling.
8. **Dimensional standards:** Accessory dwelling units shall comply with required building height, setbacks and all applicable dimensional standards listed in VZC 15.64 Table of Uses and Development Standards for attached or detached accessory buildings.
9. **Utilities:** An accessory dwelling unit shall be served by, the same water, sewer, electrical, and gas meters that serve the primary building. No separate utility lines, connections, or meters shall be allowed for an accessory dwelling unit.
10. **Parking:** A single-family dwelling with an accessory dwelling unit shall provide a minimum of four (4) onsite parking spaces located on a paved surface or approved driveway. Only driveways or parking pads containing a minimum length of eighteen feet (18') may be counted toward required onsite parking. The minimum length of a driveway counting toward onsite parking shall not include any land associated with street rights-of-way, sidewalks or public property/access. All onsite parking spaces shall contain a minimum width of eight feet (8'). Property owner parking shall not be parked tandem with tenant parking and tenant parking shall not be parked tandem with owner parking. The area dedicated to onsite parking and driveway surfaces shall be limited in compliance with VZC Section 15.38.030(2)(b).
11. **Addresses:** The single-family dwelling and accessory dwelling unit shall have unique addresses.
12. **Entrance:** Entrances and access to the accessory dwelling unit shall meet applicable building and fire codes.. Only one (1) front entrance of the primary home shall be visible from the front yard.
13. **Application:** An accessory dwelling unit application may only be approved if the property meets the standards listed in this section. An accessory dwelling unit shall not be authorized on a property that has outstanding ordinance violations or unpaid taxes.
14. **Business License:** All Accessory Dwelling Units shall maintain a Vineyard City Business License to be renewed biennially, subject to property inspection for code compliance by a Vineyard City staff member.
15. **Home Occupation: Only one dwelling on the property may obtain a "with impact" business license. For the purposes of this section, an accessory dwelling unit business license is not considered a "with impact" business.**
16. **License Denial or Revocation: If an Applicant is found to have active code violations, their application will be denied or deferred until the violation is abated or resolved. Approved licenses will be revoked as a consequence of an occupancy related zoning violation.**
17. **Compliance with adopted codes:** Accessory dwelling units shall meet all requirements of the adopted Building Code and other applicable city ordinances and regulations.

SECTION 37: AMENDMENT "15.34.080 Supplementary Requirements For Residences For Persons With A Disability That Are Substance Abuse Facilities And Are Located Within Five Hundred (500) Feet Of A School" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34.080 ~~Supplementary Requirements For~~ Residences For Persons With A Disability That Are Substance Abuse Facilities And Are Located Within Five Hundred (500) Feet Of A

School

SECTION 38: **AMENDMENT** "15.34.090 Supplementary Requirements For Residential Facilities For Elderly Persons" of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.34.090 ~~Supplementary Requirements For~~ Residential Facilities For Elderly Persons

SECTION 39: **AMENDMENT** "15.34.110 Household Pets" of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.34.110 Household Pets

The keeping of household pets for noncommercial purposes shall comply with the following requirements:

1. All household pets shall be kept in such a manner that they do not disturb the peace, comfort, or health of any person or animal.
2. Yards, shelters, cages, areas, places, and premises where they are kept shall be maintained so that flies or odors do not disturb the peace, comfort, or health of any person or animal.

SECTION 40: **AMENDMENT** "15.34.120 Domestic Livestock And Fowl" of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.34.120 Domestic Livestock And Fowl

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

1. The keeping of domestic livestock and fowl may be allowed as a Permitted Use in the A-1, R&A-5 and single-family residential Zoning Districts, subject to the provisions of this Section.
2. No domestic livestock shall be kept on any lot located in an A-1, R&A-5 and single-family residential Zoning Districts where the lot or parcel size is less than one acre (43,560 square feet).
3. The number of domestic livestock that may be kept where the lot or parcel size is not less than one acre shall comply with the following:
 - a. Limited to a maximum of two (2) domestic animals for every 43,560 square feet of lot or parcel size.
4. The number of domestic fowl for the purpose of laying eggs that may be kept shall be limited on the size of the lot or parcel as follows:
 - a. Greater than one acre (43,560) square feet, up to twenty-five (25) chickens
 - b. Between ten thousand five hundred (10,500) square feet and one acre (43,560) square feet, up to eight (8) chickens
 - c. Between five thousand five hundred (5,500) square feet and ten thousand five hundred (10,500) square feet, up to six (6) chickens.A minimum of three (3) chickens is encouraged

Lot Size	Number of Domestic Fowl
5,500-10,500 sf	3-6
10,500-43,560 sf	8
43,560+ sf	25

~~Domestic fowl shall be confined within a secure outdoor enclosed area and are subject to the following conditions:~~

~~The enclosed area shall include a covered, ventilated, and predator-resistant coop. The coop shall be located in a rear yard at least twenty (20) feet from any property line, and further than thirty (30) feet to any residential structure located on adjacent lots. Any feed used for the domestic fowl must be stored and dispensed in a rodent- and~~

~~predator-proof containers. Slaughtering of domestic fowl is prohibited. Roosters are prohibited. The sale of baby domestic fowl and poultry is prohibited. The coop shall have a minimum floor area of at least three (3) square feet per domestic fowl. The chicken run shall have a minimum floor area of at least eight (8) square feet per domestic fowl. The coop and enclosed area shall be maintained in a neat and sanitary condition and shall be cleaned as necessary to prevent any odor detectable at a property line. No domestic fowl shall be permitted to roam outside the coop or enclosed area. The sale of eggs is only permitted in accordance to the Utah Department of Agriculture requirements.~~

5. Domestic fowl shall be confined within a secure outdoor enclosed area and are subject to the following conditions.
 - a. The enclosed area shall include a covered, ventilated, and predator-resistant coop.
 - i. The coop shall have a minimum floor area of at least three (3) square feet per domestic fowl.
 - ii. The chicken run shall have a minimum floor area of at least eight (8) square feet per domestic fowl.
 - b. The coop shall be located in a rear yard at least twenty (20) feet from any property line, and further than thirty (30) feet to any residential structure located on adjacent lots.
 - i. The coop and enclosed area shall be maintained in a neat and sanitary condition and shall be cleaned as necessary to prevent any odor detectable at a property line.
 - ii. No domestic fowl shall be permitted to roam outside the coop or enclosed area.
 - c. Any feed used for the domestic fowl must be stored and dispensed in a rodent- and predator- proof containers.
 - d. Slaughtering of domestic fowl is prohibited.
 - e. Roosters are prohibited.
 - f. The sale of baby domestic fowl and poultry is prohibited.
 - g. The sale of eggs is only permitted in accordance to the Utah Department of Agriculture requirements.
6. Care of Domestic Fowl. The City shall provide residents with resources regarding: the care of domestic fowl, code enforcement and compliance, and how to remove unwanted domestic fowl.
7. Domestic livestock, fowl, and other animals, but excluding all Prohibited Animals, may be kept on lots of five (5) acres or larger, and located in the A-1 and R&A-5 Zoning Districts, without restriction on the type or number of domestic livestock or animals kept.
8. Residents who have kept domestic livestock on legal lots smaller than one (1) acre (43,560 square feet) and who have those animals legally on the effective date of this Ordinance shall not be in violation of this Ordinance. However, the number of animals being kept shall not be increased, and the nonconforming use shall be deemed to have ceased when the keeping of domestic animals has been discontinued for a minimum period of one (1) year.
9. No barn, stable, shelter, corral, pen, or run in which domestic livestock are maintained shall be closer than one hundred (100) feet to any residential structure located on adjacent lots.
10. The required minimum side yard and rear yard setbacks for the zone in which a barn, stable, shelter, corral, pen, or run is located shall be met, or twenty (20) foot side and rear yard setbacks shall be provided, whichever is greater.
11. All yards, barns, shelters, cages, coops, areas, places, and premises where domestic livestock, animals, or fowl are kept shall be maintained in a clean and sanitary condition so that flies, dust, or odors do not disturb the health of any person or animal or create a nuisance to any adjoining property.
12. All pens, yards, shelters, cages, coops, areas, and premises where animals are held or kept shall be maintained so that no flies, insects, or vermin, rodent harborage, odors, ponded water, the accumulation of manure, garbage or other noxious materials do not disturb health and safety of any person or animal.

SECTION 41: AMENDMENT "15.34.125 Beekeeping" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34.125 Beekeeping

Purpose: The purpose of this section is to authorize beekeeping subject to certain requirements intended to avoid problems that may otherwise be associated with beekeeping in populated areas.

1. Certain Conduct Unlawful. Notwithstanding compliance with the various requirements of this section, it shall be unlawful for any person to maintain an apiary or keep any colony on the property in a manner that threatens public health and safety, or creates a nuisance. For the purposes of this section, a colony or apiary constitutes a nuisance when:
 - a. The honeybees travel to any neighboring property to such an extent that the residents of the property are unable to fully enjoy the use of their property without coming into conflict with the honeybees.
2. Hives on Residential Lots. Beehives shall not be permitted in multifamily districts or projects. The number of hives permitted on a lot shall be determined by lot size as determined below:

Lot Size	Number of
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	Hives
Less than 5,000 square feet	Two (2)
Between 5,000 and 10,000 square feet	Three (3)
10,000 plus square feet	Five (5)
Agricultural Zones	Unlimited

3. A person shall not locate or allow a hive on property owned or occupied by another person without first obtaining written permission from the owner or occupant.
4. Beekeeper Registration. Vineyard residents may keep honeybees on their property in accordance with this section. Beekeepers shall submit an application to the city. Beekeepers shall also register with and obtain any necessary licenses from the Utah Department of Agriculture and Food for beekeeping and shall follow all City ordinances and State and Federal laws and regulations that govern and regulate beekeeping, such as those found in Title 4, Chapter 11 of the USC.
5. Species Allowed. Beekeepers are allowed to keep honeybees as defined within this Title.
6. Hives.
 - a. May only be located in the rear yard of any single-family residential lot.
 - b. Honeybee colonies shall be kept in hives with removable frames which shall be kept in sound and usable condition.
 - c. Hives shall be placed at least three (3) feet from any property line and twenty (20) feet from any dwelling unit, and six (6) inches above the ground, as measured from the ground to the lowest portion of the hive.
 - d. Each hive shall be conspicuously marked with the owner's name, address, telephone, number, and state registration number.
7. Flyways. A flyway barrier is required to be established and maintained around the hive except as needed to allow access. A flyway may consist of the following:
 - a. A six (6) foot high solid fence that encloses the entire rear and side yards of the property, or;
 - b. A solid wall, a fence, dense vegetation, or a combination thereof, and must extend at least three (3) feet beyond the hive in each direction and contain a height of six (6) feet. Such flyway may not violate any other provision within the VZO.
8. Water. Each beekeeper shall ensure that a convenient source of water is available to the colony continuously between March 1 and October 31 of each year. The water shall be in a location that minimizes any nuisance created by honeybees seeking water on neighboring property.
9. Beekeeping Equipment. Each beekeeper shall ensure that no bee comb or other beekeeping equipment is left upon the grounds of an apiary site. Upon removal of a hive, all such equipment shall be promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

SECTION 42: AMENDMENT "15.34.150 Home Occupations" of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.34.150 Home Occupations

The following regulations are established to provide minimum standards for the establishment and operation of home occupations.

1. Purpose and Intent
 - a. To encourage the majority of business activities to be conducted in appropriate commercial zones. Business activities may be conducted within a residence on a limited basis if such activities comply with the standards of this ordinance. The use should be conducted so that neighbors, under normal conditions,

would not be aware of its existence. Home occupations are a temporary privilege which can be revoked if disruption of the residential neighborhood occurs.

2. Definitions
 - a. Home Occupation: The use of a residential dwelling for commercial activities; these activities must be clearly secondary to the primary residential use.
 - b. Customer: Any person visiting the home occupation for a business related activity or purpose, including, but not limited to, clients, students, delivery personnel, and spectators. Each individual represents a separate customer regardless of any relationship or corporate affiliation that may exist between them.
 - c. Employee: Any individual who works for the home occupation business, regardless of whether they are paid or not.
3. Home Occupation - without Impact
 - a. A home occupation that only involves persons and related persons working on the premises or routinely operating from the premises who are permanent residents of the dwelling and where no customers are permitted.
 - b. Business include non-impacting uses such as home-based office, clerical work, sales and crafting.
 - c. Home Occupations without impact are exempt from the minimum parking requirements.
4. Home Occupation - with Impact
 - a. A home occupation that involves the permanent resident(s) of the dwelling with a maximum of one (1) non-resident working on the premises at any point in time, and where customers are received.
 - b. Is limited to only one (1) customer at a time and by appointment only.
 - c. Visitors in conjunction with the home occupation shall be permitted only between the hours of 8.00 a.m. and 8.00 p.m.
 - d. Permitted activities include but are not necessarily limited to the following:
 - i. Personal care services, crafting, home cooking and sales.
 - ii. Music lessons, tutoring and general education instruction.
 - iii. Animal hobby breeders and pet grooming.
 - e. The following professions and uses are not permitted: (See Definitions VZC 15.60.020)
 - i. Medical Practitioner
 - ii. Medical Spa
 - iii. Veterinarian Services, Animal boarding, Pet Day Care
 - f. If there are more than one (1) home occupation business licenses with impact in the same home, the aggregate impact shall not exceed the impact and regulations of one (1) home occupation.
 - g. Non-profit organizations with impact that are located within a home must follow the standards in this section.
5. Home Occupation - Day Care
 - a. As defined in the Vineyard Zoning Code Section 15.60.020 Definitions "Home Day Care" and must meet the following requirements:
 - i. The day care service provider may have only one (1) non-resident employee.
 - ii. Day care program shall be permitted only between the hours of 7:00 a.m. and 8.00 p.m.
 - iii. Home day-care shall be in compliance with the District Use Table (VZC 15.12.050) regarding number of children permitted.
6. Home Occupation - Preschool
 - a. As defined in the Vineyard Zoning Code 15.60.020 Definitions "Home Preschool" and must meet the following requirements:
 - i. Only a maximum of two (2) sessions is permitted per day
 - ii. Preschool program shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m.-
 - iii. Home preschools shall be in compliance with the District Use Table (VZC 15.12.050) regarding number of children permitted.
7. Home Occupation - Group Instruction
 - a. Group Instruction requires a conditional use permit
 - b. Group instruction shall be limited to six (6) customers.
 - c. Five (5) off-street parking spaces shall be required
8. Noncompliance
 - a. Veterinarian office, kennel or any similar animal services and m.
 - b. Vineyard may require inspections of the home occupation to determine compliance with conditions at any point with prior notification to the occupants.
 - c. See VMC 5.02.100 regarding the revocation or denial process of a business license due to noncompliance.
9. The following e Conditions that apply to all Home Occupation types:
 - a. Incidental/Secondary – The home occupation must be clearly incidental and secondary to the principal use as a residence by the person conducting the occupation.
 - b. Exterior – No home occupation shall alter the exterior of the home to differ from the residential use of colors, materials, construction, character, or lighting. A salesroom or display window is prohibited.
 - c. Storage – All equipment, supplies and materials used in business must be stored inside the home or legal accessory structure. External storage of materials or products is prohibited outside of the dwelling unit.
 - d. Outdoor Activity – All home occupation activity shall be carried out within the home or legal accessory structure and shall not be observable by the general public from the street in front of the residence. Garage doors shall remain closed while business activity is conducted therein.
 - e. Parking – Clearly marked driveway and/or garage dimensions (or a scaled site plan) showing a total of four (4) parking spaces onsite, with a dimension of 8' wide by 18' deep each. Home Occupations with Impact, Preschools and

Daycare must meet the minimum four (4) onsite parking spaces. If the home occupation is located within a multi-family dwelling, the requirement is two (2) parking spaces. Vehicles used by the business (other than passenger cars without signage) shall not be parked on the site, unless enclosed parking is utilized to shield the vehicles from view. Home occupations without impact do not need to meet these parking requirements.

- f. Nuisances – No machinery, ~~or~~ equipment, or practice shall be permitted that produces noise, noxious odor, vibration, fumes, smoke, glare, electrical interference or radio or electromagnetic interference beyond the boundary of the property. Only general types and sizes of machinery that are typically found in dwellings for hobby or domestic purposes shall be permitted. Storing or usage of flammable, explosive, or other dangerous materials in connection with a home occupation is prohibited.
- g. Signs – There shall be no use of show windows, business display or advertising visible from outside the premises except a name plate attached to an exterior door that does not exceed one (1) square foot.
- h. Off-Site Employees – Any home occupation may utilize employees to work off-site. The off-site employee, volunteer, ~~hiree,~~ or any other person engaged with the home occupation shall not come to the home for purposes related to the Home Occupation Business License.
- i. Multiple Home Business Licenses – More than one home business license may be issued for a residence, provided that the home businesses or the accumulative effects of the home businesses do not violate the Zoning Ordinance for Home Occupation.
- j. Floor Area – With the exception of Home Day Cares and Preschools, ~~the~~ home occupation shall be conducted completely indoors. The total amount of floor area used for a home occupation shall not be greater than 25% of the total floor area of the principal dwelling unit including attached garages and accessory structures. Home Day Cares and Preschools may occupy up to 35% of the total floor area.
- k. Utilities - The home occupation shall not have demand of municipal or utility services or community facilities in excess of those usually and customarily provided for residential uses, including the use of the public right of way.

10. **License Requirements:** The following items shall be submitted to the city business licensing office in applying for a home occupation business license with acknowledgement of the following conditions: ~~under:~~
- a. Application forms as provided by the city and the associated fee as listed in the fee schedule.
 - b. Description of the nature of the home occupation and information as requested in the application.
 - c. Must meet the building code and its accessibility requirements.
 - d. Sketch of the site plan of the property and the floor plan of the dwelling and the area to be devoted to the home occupation (with impact, day care, preschool) with dimensions and area calculations.
 - e. List of materials and equipment to be used.
 - f. Hours of operation and the number of customers, vehicle trips and deliveries to be made each day.
 - g. Other government approvals required for conducting the home occupation.
 - h. Proposed remodeling needed to conduct the home occupation and whether a city building permit will be required.
 - i. Signed affidavit by the applicant that all requirements and conditions of the city will be followed.

The license shall not be issued unless the city is satisfied that the applicant will meet all of the conditions and that the applicant has agreed in writing to comply with all said conditions.

A

SECTION 43: AMENDMENT “15.34.160 Swimming Pool Enclosures” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34.160 Swimming ~~Pool Enclosures~~ Pools

1. All swimming pools, or other artificially created pools more than eighteen (18) inches deep, shall be surrounded by a protective fence or a safety cover according to the provisions of the International Swimming Pool and Spa Code.
2. The fence shall be no less than four feet six inches (4'6") high for pools situated on property used for a dwelling.
3. The fence must be constructed of approved materials. The fence exterior shall be smooth (free of projections which would aid climbing) and shall have no opening which exceeds four (4) inches in horizontal dimension.
4. Gates shall be constructed of approved materials, shall be self-closing, self-latching, and not over four (4) feet wide. Latching hardware shall be installed at a height of not less than fifty-two (52) inches.
5. Space adjacent to the exterior of the fence, which falls within the area described by a radius equal in length to the height of the enclosure, and centered at the top of the enclosure fence, must be kept clear of all natural or man-made objects which could be used to gain access into the enclosure.
6. If a neighboring fence is considered to be a part of the surrounding protective fence, an agreement between property owners must be recorded requiring that a fence must be

constructed upon one of the property owners vacating their lot.

7. Outdoor Jacuzzi tubs, or other similar small pools, may be protected by a solid locking cover in lieu of a fence. In the absence of a solid locking cover, the requirements for a fence provided by this Section shall be observed.
8. Access to indoor pools shall be restricted by the surrounding structure in a manner that is at least as secure as provided for outdoor pools, as provided by this Section.

SECTION 44: **AMENDMENT** "15.34.180 Mixed-Use Self-Storage" of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.34.180 Mixed-Use Self-Storage

This Section is provided to insure self-storage facilities are incorporated into traditional retail environments and within close proximity to residential land uses while mitigating adverse impacts often associated with self-storage through the establishment of development standards.

1. **Location:** Mixed-use self-storage facilities are allowed in zoning districts as specified in Table 32-1 Table of Uses.
2. **Process:** Mixed-use self-storage facilities shall follow the required process outlined in Table 32-1 Table of Uses. If a conditional use permit is required, the process outlined in VZC 15.30 Conditional Uses shall apply.
3. **Design:**
 - a. Mixed-use self-storage facilities shall contain a minimum of 1,500 square feet or 10%, whichever is greater, of the ground floor area dedicated to principle use which is unrelated to and not an accessory use of the self-storage use of the facility.
 - b. At a minimum, 50% of the street facing ground floor frontage of the building shall be dedicated to a principle use which is unrelated to and not an accessory use of the self-storage use of the facility.
 - c. All buildings shall have a minimum of 15% transparency on all floors, which shall consist of functioning windows that provide visibility into the building from the public right-of-way or adjacent properties.
 - d. All mixed-use self-storage facilities shall contain a minimum of two stories.
 - e. All building facades shall have the appearance of an office, residential and/or retail building through the use of doors, windows, awnings, canopies and other appropriate building elements.
 - f. The front facade of the building shall front on the street providing access to the site and be designed to have ample bulk and massing to screen the self-storage use.
 - g. All onsite parking shall be located to the side or rear of the mixed-use self-storage building.
 - h. External unit doors shall not be permitted on the front facade of the building and shall be screened from neighboring land uses and the public right-of-way, to an extent determined by the Planning Commission.
 - i. No outside storage of vehicles, boats, motor homes, RVs or any other materials or equipment shall be allowed at or around any mixed-use self-storage facility.
 - j. Commercial moving truck rentals shall be prohibited at mixed-use self-storage facilities. A mixed-use self-storage facility shall be allowed to have no more than two private trucks owned by the facility and available to the renters of units within the facility only. Moving trucks meeting the above regulation shall be stored out of sight from the public right-of-way.

SECTION 45: **AMENDMENT** "15.34.190 Drive-Thru Facilities" of the Vineyard Zoning Code is hereby *amended* as follows:

A M E N D M E N T

15.34.190 Drive-Thru Facilities

1. **Purpose:** The purpose of this section is to regulate drive-thru facilities with development standards to ensure that the design and operation of such uses effectively mitigate associated problems with traffic, pedestrian safety, congestion, excessive pavement, litter, and noise.
2. **Permit requirements:** Drive-thru facilities are allowed in districts as listed in VZC 15.12.050 District Use Table of this ordinance.
3. **Development Standards:** The development standards in this section are intended to supplement the standards in the underlying zoning district for drive-thru facilities. In the event of conflict between these standards and the underlying zoning district standards, the provisions of this section shall apply. ~~(See Figures 15.34.190(1-4))~~
4. **Drive-thru Aisles.** The minimum standards for drive-thru aisles are as follows:
 - a. Drive-thru aisles shall have a minimum twelve-foot (12') width.
 - b. Drive-up windows and remote tellers shall provide at least one hundred eighty (180') feet of stacking space for each facility, as measured from the service window or unit to the entry point into the drive-up lane. Nonfood and/or non-beverage businesses may reduce the stacking space to a minimum of sixty feet (60').
 - c. Each drive-thru entrance shall be at least fifty feet (50') from any street access point.
 - d. Each drive-thru exit shall be at least twenty-five feet (25') from any street access point.

- e. Each entrance to an aisle and the direction of traffic flow shall be clearly designated by signs and pavement markings.
 - f. Each drive-thru aisle shall be separated from the circulation routes necessary for ingress or egress from the property, ~~or access to a parking space.~~
 - g. Queuing lanes shall not be located adjacent to the primary pedestrian entrance nor block required back out areas for adjacent parking spaces.
 - h. Drive-thru aisles and exit lanes are only permitted on the side and rear of buildings except as provided for in Part 12 of this section.
 - i. Buildings with a drive-thru facility shall not contain parking or drive aisle between the front building facade and street right-of-way.
 - j. Buildings with a drive-thru shall contain a building entrance on the building side facing the front yard.
 - k. Buildings may contain exterior dining areas, gathering spaces and landscaping between the building's street-facing facade and the sidewalk.
 - l. Drive-thru facilities, including signage support pedestals, screening walls, canopies and other architectural features, shall be designed with similar and compatible materials used throughout the exterior of the building.
 - m. Drive-thru aisles and queuing lanes shall not be located between the building and the street.
5. **Building Design**
- a. Buildings shall be placed at or near the street frontage of the site.
 - b. Corner buildings shall be designed to address both streets directly.
 - c. Equivalent fenestration shall be utilized for all street facing sides.
 - d. A variety of appropriate building materials shall be utilized within an overall design concept for all building sides and components.
6. **Landscaping of the Drive-Thru Aisle.** Landscaping shall be provided as described below:
- a. A five foot (5') wide planter between the drive-thru aisle and the parking area that includes shade trees consistent with those used in the parking area are required.
 - b. A planter with a minimum height of three feet (3'), not exceeding a height of four feet (4'), with low shrubs that screen the drive-thru aisles from the abutting street right-of-way shall be used to minimize the visual impact of menu board signs and directional signs.
 - c. Drive-thru facilities shall provide sufficient landscape screen to ensure vehicle headlights are not visible from the abutting street rights-of-way and surrounding residential properties.
7. **Pedestrian Access and Crossings.** Pedestrian access shall be provided from each abutting street to the primary entrance with a continuous five (5' 0") foot-wide sidewalk or delineated walkway. At least one pedestrian walkway shall be provided to the main entrance of the building which does not intersect drive-thru aisles.
8. **Hours of Operation.** When located on a site within one hundred (100') feet of any residential building, measured from the proposed drive-thru facility to the nearest portion of a residential building, hours of operation for the drive-thru service shall be limited from 7:00 a.m. to 10:00 p.m. daily. This regulation does not apply to mixed-use buildings containing both residential and non-residential uses.
9. **Signage.** Menu boards and other signage shall be permitted in accordance with the provisions of VZC 15.48.
10. **Parking and Loading.** All parking areas shall comply with the standards of the parking and loading requirements of this ordinance.
11. **Noise.** Any drive-thru speaker system shall emit no more than fifty (50) decibels and at no time shall any speaker system be audible above daytime ambient noise levels beyond the property lines of the site. The system shall be designed to compensate for ambient noise levels in the immediate area.
12. **Traffic Impact Study.** All development proposing a drive-thru shall require a traffic impact study or an updated traffic impact study. The City Engineer may waive the requirement for a traffic impact study.
13. **Mobile Food Trucks.** Any mobile food truck with a drive-thru shall meet the requirements of this ordinance.
14. ~~**Drive Aisles in Front of Buildings.** Through the provision of a conditional use permit, a drive aisle may be located between the building's front facade and front property line in compliance with the following standards:
The drive aisle shall not contain parking. The drive aisle shall not exceed a width of more than fourteen feet (14'). The drive aisle shall be screened from view of the street by a landscaped berm, decorative wall, vertical landscaping, or combination thereof at least three (3') feet high, as measured the top of back of curb adjacent to the drive aisle to be screened. All walls or berms shall be installed a minimum of two feet and six inches (2'-6") back from the edge of the drive aisle. No menu boards or related drive-thru infrastructure, except the drive aisle, are permitted within the area located between the front facade of the building and front property line. This area is defined by connecting a line from the building corners at the intersection of the front and side building lines, extended to meet the front property line perpendicularly. (See Figure 15.34.190(2)) Any walkways crossing the drive aisle shall be clearly marked and constructed with brick, stamped concrete or other appropriate decorative material.~~

Figure 15.34.190(1) Drive-thru Facility

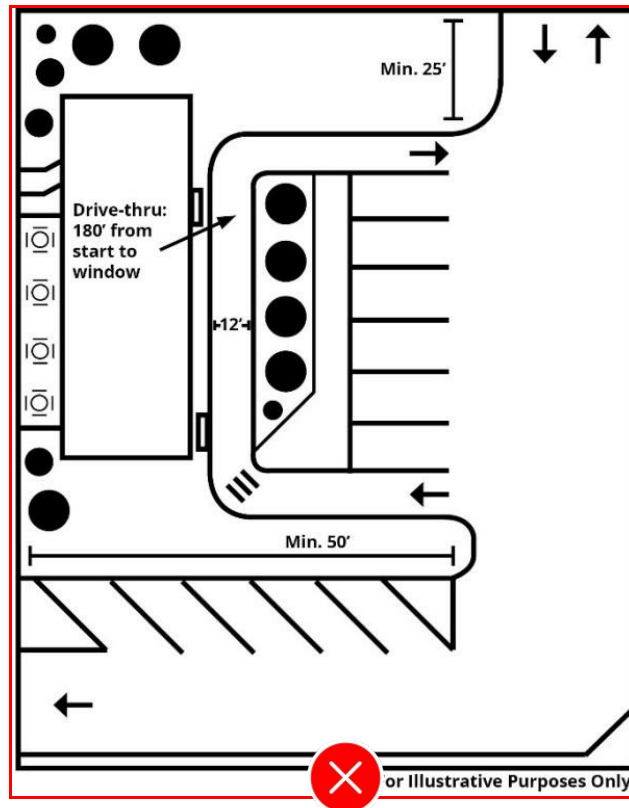


Figure 15.34.190(2) Drive-thru Facility with Front Drive Aisle

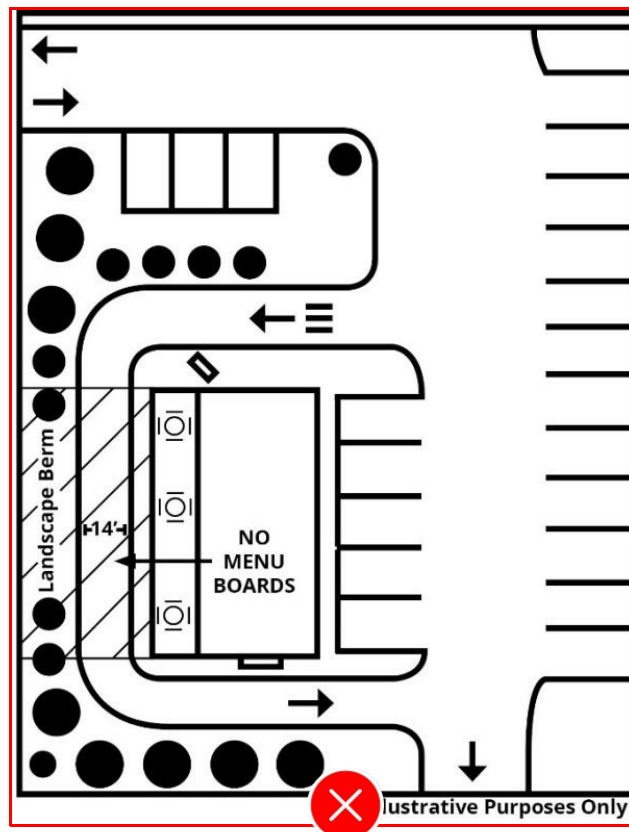


Figure 15.34.190(3) Section at Typical Screen Wall

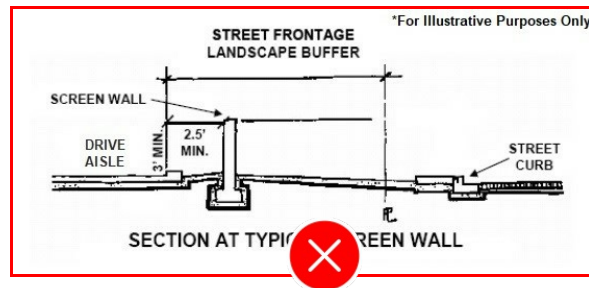
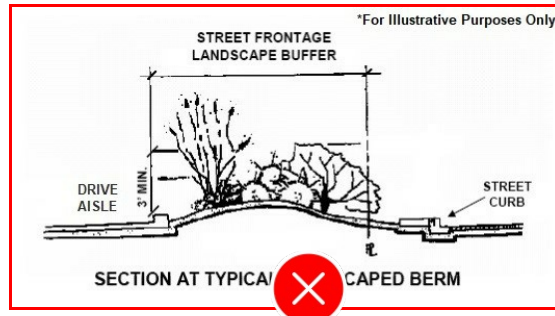


Figure 15.34.190(4) Section at Typical Landscaped Berm



SECTION 46: AMENDMENT "15.34.210 Cannabis Production Establishments And Medical Cannabis Pharmacies" of the Vineyard Zoning Code is hereby amended as follows:

AMENDMENT

15.34.210 Cannabis Production Establishments And Medical Cannabis Pharmacies

1. Purpose: The purpose of this section is to permit the establishment of cannabis production establishments and medical cannabis pharmacies as defined in section 15.60.020 definitions of this title, subject to licensing procedures required by the State of Utah.
2. Standards.
 - a. Health and Safety:
 - i. There shall be no emission of dust, fumes, vapors, odors, or waste into the environment from any facility where growing, processing, or testing of cannabis occurs, and
 - ii. Cannabis production establishments shall meet the land use requirements for the zone in which it is located.
 - b. The following standards apply to all medical cannabis pharmacies:
 - i. No cannabis products shall be visible from outside a medical cannabis pharmacy,
 - ii. The building square footage dedicated to the retail use of the medical cannabis pharmacy shall not exceed 25% of the building or development in which it is located, and
 - iii. Medical cannabis pharmacies shall meet the land use requirements for the zone in which it is located.
3. License Requirement: No cannabis production establishment or medical cannabis pharmacy shall be established, operated, or maintained within the City without a valid business license issued the City.
4. Location: Cannabis production establishments and medical cannabis pharmacies shall be located as required by Section 15.12.050 District Use Table.
5. Regulation Precedence: If any City regulation regarding cannabis production establishments or medical cannabis pharmacies is in conflict with the Utah Code, State code takes precedence.

SECTION 47: ADOPTION "15.34.220 Check Cashing And Other Credit Services" of the Vineyard Zoning Code is hereby added as follows:

ADOPTION

15.34.220 Check Cashing And Other Credit Services(Added)

1. Purpose: The purpose of this section is to permit the establishment of check cashing and other credit services.
2. Standards:
 - a. Separation Requirement: No check cashing business shall be located within

one-half (1/2) mile of any other check cashing business as measured in a straight line between the closest property lines of the lots on which they are located.

- b. No more than one check cashing business shall be allowed for every 10,000 citizens (as determined by the most recent US Census) living in Vineyard City.
- c. For the purpose of this subsection 15.34.220, each separate physical location shall count as a check cashing business.

SECTION 48: ADOPTION “15.34.230 Short Term Rentals” of the Vineyard Zoning Code is hereby *added* as follows:

ADOPTION

15.34.230 Short Term Rentals(*Added*)

1. Purpose: This section is established to provide regulation and design standards for residential short-term rentals (STRs) related to single family and multifamily neighborhoods. These standards seek to allow for STRs while also protecting the safety and general welfare of Vineyard residents and preserving the residential character of Vineyard neighborhoods. This section also intends to stabilize neighborhoods by promoting home ownership and preserving long term rental housing in the market.
2. Residential Short-Term Rental (STR) License Required. An STR is prohibited in all residential dwellings, residential zones, multi-family zones, and special purpose districts without first obtaining a STR special use permit as regulated in this section and being issued a valid short-term rental business license (STRL). All STR business licenses shall be renewed biennially (every two years), subject to property inspection for code compliance by a Vineyard City staff member. The following are exempt and shall not be subject to the provision of this section:
 - a. A residential lease of 30 or more consecutive days.
 - b. Bed and breakfasts, hotels, and motels.
3. Holder of License. The owner of the STR property shall be the holder of the license. A property manager or other individual may submit the application for an STR license, but the license will be issued in the Property owner's name. Ownership of a license may not be transferred.
4. Transient Room Tax. All short-term residential properties shall be subject to the collection of the municipality transient room tax as allowed under Utah Code.
5. STR License Types. Only one (1) license may be issued for each property.
 - a. Type I License: A type I license shall only apply to single family dwelling units.
 - i. To be applicable for a Type I license, the STR must be owner's primary residence.
 - (1) An individual shall prove ownership of the property as evidenced by a copy of a transfer deed listing the applicant as the fee title owner. Fee title owner may be an individual or trustor of a family trust that possesses 50 percent or more ownership of the proposed STR. The fee title owner may not be a corporation, partnership, limited liability company, or similar entity.
 - (2) To establish that the property is the owner's primary residence, the owner shall:
 - (A) Present the owner's most recent State and Federal tax returns both listing the property as the owner's primary residence; and
 - (B) Present a government-issued identification document listing the address of the property as the address of the owner; and
 - (C) A signed affidavit sworn before a notary public shall be provided by the owner stating that the proposed property is the primary residence of the owner and will remain as the primary occupant of the home for the duration of this special use permit, wherein they reside at least 270 days per calendar year.
 - ii. Review Process: Type I STR business licenses may be approved by the Community Development Department
 - b. Type II License: A Type II license shall apply to all attached residential dwelling units including, but not limited to, townhomes, duplexes, condominiums, or multi-family housing.
 - i. To be applicable for a Type II license, the property must have on-site property management.
 - ii. Review Process: A conditional-use permit must be approved by the Planning Commission before a business license issued.
 - c. Type III License: A Type III license shall apply to investment property communities.
 - i. To be applicable for a Type III license, the property must have on-site property management.
 - ii. Review Process: A conditional-use permit must be approved by the Planning Commission before a business license issued.
6. General Standards and Requirements. A STR use may be allowed within any existing legal residential dwelling by a special use permit from the wherein the application demonstrates compliance with requirements found in the Vineyard Zoning Code and all of the following standards and requirements:
 - a. Application. A completed application as provided by Vineyard City
 - b. Fees. Pay applications fees according to the Vineyard Fee Schedule.
 - c. Property Description. A detailed written description and/or drawing of the property that identifies the use of each room of the dwelling unit and defines the portions of the dwelling to be used for a STR shall be provided.
 - d. Parking Plan. A detailed written description and/or a drawing of an off-street parking plan must be provided to ensure that all occupants of the home and STR can be accommodated on-site at all times.
 - i. A single-family dwelling with an STR shall provide a minimum of five (5) onsite parking spaces located on a paved surface or approved driveway. Only driveways or parking pads containing a minimum length of eighteen feet (18') may be counted toward required onsite parking. The minimum length of a driveway counting toward onsite parking shall not include any land associated with street rights-of-way, sidewalks or public property/access. All onsite parking spaces shall contain a minimum width of eight feet (8'). Property owner parking shall not be parked tandem

- with tenant parking and tenant parking shall not be parked tandem with owner parking. The area dedicated to onsite parking and driveway surfaces shall be limited in compliance with [VZC Section 15.38.030\(2\)\(b\)](#).
- ii. [A multi-family dwelling unit shall provide per unit, a minimum of 1 parking pass or 1 on-site parking space located on a paved surface or approved driveway dedicated to renters. The area dedicated to onsite parking and driveway surfaces shall be limited in compliance with VZC Section 15.38.030\(2\)\(b\).](#)
 - iii. [Any proposed parking improvements may also be included in the on-site parking plan, so long as they are completed prior to issuance of a STRL. All elements of the parking plan must be in compliance with all other requirements of this title.](#)
7. *Occupancy During Rental Period.* The subject property shall comply with the following occupancy restrictions:
- a. [The maximum renter occupancy shall be no more than two \(2\) people per bedroom and the maximum occupancy shall include the owner.](#)
 - b. [The unit shall not be rented to more than one renter at any given time, and the owner shall not divide and rent out portions of the unit to multiple renters at the same time.](#)
 - c. [The owner of a Type I License may reside on the property while it is occupied by a renter.](#)
 - d. [The property shall only be rented for a minimum duration of one night and a maximum of 29 consecutive nights.](#)
8. *Records.* Each owner or operator shall maintain records for the owner's STR unit for at least the most recent three (3) years and shall make such records available to the city for inspection upon request. The records that must be maintained for each unit include the following:
- a. [The starting date of each reservation and the number of nights rented for each reservation;](#)
 - b. [The number of guest of each reservation;](#)
 - c. [The amount of rent guests paid by month; and](#)
 - d. [The amount of tax the owner paid to the city in connection with rental of the unit by month.](#)
9. [A property with a valid accessory apartment license may not obtain and use an accessory apartment as an STR, given they also receive a short-term rental license.](#)
10. *Conflict of Private Restrictions.* The owner shall provide a signed affidavit sworn before a notary public that certifies to the City that the subject property has no existing private covenants, conditions, or restrictions prohibiting STRs.
11. *Urgent Response.* The owner, or a designated representative, shall be available to immediately respond 24 hours per day, 365 days per year by telephone, and when necessary, be able to physically respond within one hour of any legitimate complaint. If the owner is unreachable after three attempted contacts by the City, a notice of violation will be issued.
- a. [All STR Type II and Type III Licenses shall have a designated local property manager. The local property manager shall be available twenty-four \(24\) hours per day to respond to tenant and neighborhood questions or concerns.](#)
12. *Property Maintenance Requirements.* All short-term rentals shall adhere to this Code, including, but not limited to:
- a. [Maintenance.](#) Owners must adhere to the Property Maintenance chapter of this Code. [See section 15.32.300.](#)
 - b. [Snow Removal.](#) Owners shall remove all snow from the sidewalks of the property within 24 hours after snowfall.
 - c. [Noise and Nuisance Control.](#) Owners shall ensure that renters adhere to the noise control chapter of the Vineyard Municipal Code ([See Section 8.08.010](#)). Should a renter violate the noise control chapter more than once in any given 72-hour period they shall be immediately evicted from the property by the owner.
13. *Noticing and Posting Requirements.*
- a. [One nameplate sign that includes the name and the 24/7 contact information for the owner, or a designated representative, must be posted on the exterior side of the main entrance of the STR](#)
 - b. [An informational packet must be posted in a highly visible place within the dwelling or STR area, and must include all of the following:](#)
 - i. [City-issued STRL.](#)
 - ii. [24/7 owner, or a designated representative, contact information.](#)
 - iii. [Parking requirements.](#)
 - iv. [Maximum occupancy.](#)
 - v. [The noise ordinance of this Code.](#)
 - vi. [Garbage pickup dates, and a written description of where garbage receptacles must be placed for pickup.](#)
 - vii. [Contact information for the Orem City Fire and Police Departments.](#)
 - viii. [Other contact information as required by the Community Development Department.](#)
 - ix. [Any other appropriate requirements as specified by the Community Development Director, through the special use permit process.](#)
14. *Limited Number of STRs.* The total number of STR special use permits issued within Vineyard City shall be limited as follows:
- a. [The maximum number of STR special use permits shall be calculated for each community within the City. Each calculation shall be rounded down to the nearest whole number.](#)
 - b. [Single Family Home Community:](#)
 - i. [Each community shall have a minimum base of two STR permits plus one permit for every 50 single-family detached dwellings within the community boundary.](#)
 - c. [Multi-family Units Community:](#)
 - i. [No more than five percent \(5%\) of units within a community can have an STR permit.](#)
 - d. [The total number of available permits shall be recalculated every two years based on an estimated number of dwellings within Vineyard City derived by the Community Development Department.](#)
 - e. [If a complete application meeting all other requirements for approval is received after the maximum number of approvals has been issued for the community the proposed STR unit is located within, the application shall be placed on a waiting list in order of the date of receipt of a completed application. This list shall be reviewed on an annual basis. No fees will be due until a special use approval becomes available. A complete application shall include completion of all requirements of Subsection 4. of this section.](#)
 - f. [Investment Property Communities:](#)
 - i. [No more than thirty percent \(30%\) of units within a community can have an STR](#)

permit.

15. Duration of Approval and Transferability. The special use permit shall continue until the sale of the home or if the business license expires, the special use shall expire and is not transferable. If the license and permit expire, the area used as an STR shall revert to be occupied by the primary dwelling occupants only.

16. Violations. It shall be a violation for any person to operate a STR:

- a. Without first obtaining a STR special use permit, as regulated in this section, and issued a valid STRL; or
- b. That does not comply with the requirements of this chapter, this Code, or the Vineyard Zoning Code.

17. Enforcement and Fines. Upon a determination that a violation exists, the Community Development Director, or designee, will contact the owner requiring such owner to halt, eradicate, destroy, remove, or otherwise cure the violation within 48 hours, or such later time the Director, or designee, may determine.

- a. Each day that a violation occurs or continues, after the initial 48 hours, is a separate violation.
- b. For any violation of this section, the issuing officer may issue a written citation or notice of violation to the owner, specifying the violation and the penalty to be imposed.
 - i. For the first violation within any 12-month period, the penalty shall be \$500.00.
 - ii. For a second violation within any 12-month period, the penalty shall be \$750.00.
 - iii. For a third violation within any 12-month period the penalty shall be \$1,000.00 and revocation of the STRL and special use permit. The owner shall be ineligible for a STR special use permit and a STRL for a period of two years from the date of the third notice of violation.
 - iv. For any violation within any 12-month period following the third violation, the penalty shall be \$1,000.00 and the STR owner shall be banned from receiving a STR special use permit and a STRL.

SECTION 49: **ADOPTION** "15.34.240 Mobile Food Courts" of the Vineyard Zoning Code is hereby added as follows:

ADOPTION

15.34.240 Mobile Food Courts(Added)

1. Purpose: This section is established to provide design requirements and standards for mobile food courts.
2. Standards:
 - a. A lot or area is considered to be a mobile food court if there are no less than two (2) and no more than ten (10) individual food businesses or other authorized vendors.
 - b. All mobile food courts shall require a conditional use permit and site plan application
 - c. Drive-Thru: Must following drive-thru standards
 - d. Site Plan Requirements
 - i. The location and orientation of each vendor pad.
 - ii. The location of any paving, trash enclosures, landscaping, planters, fencing, canopies, umbrellas or other table covers, barriers or any other site requirement by the International Building Code, or Health Department.
 - iii. The location of all existing and proposed activities on site.
 - iv. The circulation of all pedestrian and vehicle traffic on the site.
 - v. The mobile food court shall not occupy required parking stalls of any primary use of the sit
 - vi. The location of restroom facilities
 - e. Signage: All promotional materials or signs must be located on the property of the mobile food court. All signs are subject to the sign standards found in VZC 15.48.
 - f. Location: If the proposed mobile food court is located on an existing parking lot, the number of parking stalls for the site's primary use must not be decreased below the parking minimum in VZC 15.38

SECTION 50: **ADOPTION** "15.34.250 Retail Tobacco Specialty Businesses" of the Vineyard Zoning Code is hereby added as follows:

ADOPTION

15.34.250 Retail Tobacco Specialty Businesses(Added)

1. Purpose: The purpose of this section is to permit the establishment of retail tobacco specialty businesses
2. Definitions: Retail Tobacco Specialty Business means a commercial establishment in which.
3. Standards:
 - a. Separation Requirement: No retail tobacco specialty business shall be located within 1,000 feet of the following uses:
 - i. Any other retail tobacco specialty business as measured in a straight line between the closest property lines of the lots on which they are located.
 - ii. Community Location
 - (1) a public or private kindergarten, elementary, middle, junior high, or high school;
 - (2) a licensed child-care facility or preschool;
 - (3) a trade or technical school;

- (4) a church;
 - (5) a public library;
 - (6) a public playground;
 - (7) a public park;
 - (8) a youth center or other space used primarily for youth oriented activities;
 - (9) a public recreational facility;
 - (10) a public arcade; or
 - (11) for a new license issued on or after July 1, 2018, a homeless shelter.
- iii. Any property zoned for residential or agriculture
- b. No more than one retail tobacco specialty business shall be allowed for every 25,000 citizens (as determined by the most recent US Census) living in Vineyard City.
- c. For the purpose of this subsection 15.34.250, each separate physical location shall count as a retail tobacco specialty business.

SECTION 51: AMENDMENT "15.36.010 Purpose" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.36.010 Purpose

The purpose of this Chapter is to promote a high-level of project site planning and building design and quality consistency, sensitivity to the natural environment of the city, and to create and protect the desired community character and identity of the city. This Chapter is intended to:

1. Assist all Land Use Authorities in land use and development decision-making.
2. Provide information and direction to all property owners intending to develop land or build within the city.
3. Promote compatibility between the natural and man-made environments and minimize obstruction of significant views.
4. Promote the desired high quality site planning, building, lighting, signage, and streetscape design.
5. Promote projects that create and protect the desired community character and identity, and preserve and enhance property values.
6. Promote projects that add visual interest and attractiveness to the city through architecture, art, streetscape designs, multi-use trails, consistency in design features, and useable open space.
7. Promote projects which balance the scale of all proposed uses, buildings and structures to the project site, adjacent properties, and streets from which the project will be accessed or viewed.

Design Criteria: This chapter establishes design standards intended to improve the quality and compatibility of development, particularly with regard to building design, and site design. These criteria apply to commercial, public facilities, industrial or mixed-use projects and are the minimum that will be accepted except where a different standard is imposed by the requirements of an applicable zoning classification or overlay zone.

1. Design Standards are required in addition to other standards set forth in this Ordinance and all other Land Use Ordinances and are indicated by the verb "shall".

SECTION 52: AMENDMENT "15.36.030 Project Site Planning And Building Design Requirements" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.36.030 Project Site Planning And Building Design Requirements

To meet the purposes of this Chapter, this Ordinance, and all other Land Use Ordinances, the following Design Standards ~~and Design Guidelines~~ are provided as follows:

1. ~~**Design Standards:** Design Standards are required in addition to other standards set forth in this Ordinance and all other Land Use Ordinances and are indicated by the verb "shall."~~ ~~**Design Guidelines:** Design Guidelines indicate additional actions that may be taken to enhance site design and achieve greater compatibility with adjacent land uses. Guidelines use the verb "should" to signify that the guidelines are desirable objectives. Application of the guidelines will depend on the nature and location of the proposed uses or buildings, as may be determined necessary by the Land Use Authority. All Subdivision Application approvals and all Use Application approvals shall balance the scale of all proposed uses, buildings and structures to the project site, adjacent properties, and streets from which the project will be accessed or viewed. Elevation and Cross-Section drawings, photographs, or other studies or models may be required by a Land Use Authority to illustrate or fully explain how a proposed development will address these issues. All projects shall identify an overall and consistent design theme that complements and adds to the image and identity of the city. To create and protect the desired community character and identity and preserve and enhance property values, all proposed uses shall incorporate design elements as follows:~~
1. Design Standards. Design Standards are required in addition to other standards set forth in this Ordinance and all other Land Use Ordinances and are indicated by the verb "shall."

2. **Subdivision and Project Features.** All subdivisions and other projects shall include at least two subdivision and project features that add visual interest and attractiveness to the subdivision or project area and the city. Such features may include subdivisions and project entry features, public art pieces, streetscape designs, pedestrian and biking facilities and trails, consistency in design features, protection of sensitive lands features including drainage ways and wetlands areas, and useable parks and open spaces. Developers are encouraged to work with the Planning Commission and city staff in determining appropriate project features.

a. **Building Design.** Vineyard city encourages creative and varied architectural forms reflecting its historic rural character. The goal is that all man-made structures blend harmoniously with the natural environment. The following building design requirements shall apply:

View protection. Care shall be taken to control the proportion and massing of buildings to minimize the obstruction of all views. Vertical design elements exaggerating building height and dominant rooflines shall be avoided.

Building massing. In order to maximize the integration of all man-made structures and features with the natural environment and to minimize undesirable distractions, all Land Use Applications shall incorporate techniques for reducing the apparent size and bulk of proposed buildings and structures. The following methods shall be required:

3. **Coherent building design.** All sides of a building may have a visual or other impact, and shall be coherently designed and treated. A facade not related to the rest of the building shall be avoided. A consistent level of detail and finish on all sides of a building shall be provided.

i. ~~Continuous building wall surfaces shall be relieved with variations of wall planes or overhangs that create shadow areas and add visual interest.~~

All buildings shall demonstrate articulation on all facades. Horizontal facade variations shall occur at least every thirty feet (30') or along a minimum of sixty percent (60%) of the horizontal length of buildings with facades one hundred feet (100') or greater. This shall be accomplished by using methods such as:

(1) Variations in the design of building facades

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- b. **Reduced roof mass.** The roof of a building is often the single greatest contributor to its mass and most obvious obstacle to the views from adjacent properties. Visual impact is minimized when the roof is a very shallow pitch, or a hip roof formation (sloping from the sides as well as the front and back) rather than a gabled formation (sloping from the front and back only):
- i. **Varying roofline.** Variation in the roofline is an effective means of harmonizing buildings with their surroundings by blending its line and form. All buildings shall include varied rooflines in order to reduce roof mass, add architectural interest and avoid the appearance or sense of monotonous roofline expanses by:
- (1) Providing roofline and parapet variations where there are long, continuous, and undisturbed rooflines fifty feet (50') or longer; and
 - (2) Using materials and colors on the back of false fronts, parapets, cornices, or other parts of the building which extend beyond the roofline that are similar to the rest of the building so that the building appears cohesive from all views.
- ii. **Visual patterns.** All buildings shall have shadow relief created by recesses and projections. All buildings shall have a minimum of one recess or projection to provide shadow relief. Building facades greater than one hundred feet (100') in length shall have a recess or projection occur at least every one hundred feet (100'). Recesses may include courtyards, entryways, or boxed window openings, along

the exterior of the building. Projections may include stairs, balconies, entrances, or bays. Covered walkways, porches, breezeways, patios, trellises, landscape areas, and wide roof overhangs ~~may count as a recess or projection if approved by the City Planner~~ are encouraged to produce shadow effects. Large, unbroken expanses of exterior walls shall be avoided.

- iii. **Architectural details.** Surface details, ornaments, and other building elements that enrich the character of a building are ~~required, encouraged. Attention to detail, including all building and architectural design elements shall be required.~~ All buildings shall utilize two (2) or more of the following architectural details; ~~are desirable and encouraged:~~

- (1) Stonework.
- (2) Exposed beams and columns.
- (3) Cornices, moldings, bands, pop-outs, decorative vents, cast or sculpted features.
- (4) Covered entries, patios, walkways, breezeways, bays, and balconies.
- (5) Enclosed courtyards and patios, trellises, landscape areas and wide roof overhangs.
- (6) ~~Accessories such as art features, benches, pots, lamps, artwork, and sculptures.~~

- 4. **Building Additions.** ~~Additions less than fifteen percent (15%) of the existing on-site building(s) or less than seven thousand five hundred (7,500) square feet, whichever is less, shall be approved as a minor site plan amendment.~~

Proposed additions to existing buildings shall incorporate the predominant architectural features, materials, and colors of the existing buildings. ~~If the proposed addition(s) exceed fifteen percent (15%) of the existing on-site building(s) or exceed seven thousand five hundred (7,500) square feet, whichever is less, the entire site must comply with current building design requirements.~~

- 5. **Accessory Buildings and Structures.** ~~Accessory buildings and structures may be approved as a minor site plan amendment.~~ Materials used for all accessory buildings, structures and fences shall be compatible with the building materials and colors of the primary structure. ~~If the proposed accessory building(s) and structure(s) is greater than amounts stated below, the entire site must comply with current building design requirements. An increase in square footage must meet the required Parking Requirements.~~

- a. **Multi-family Residential Accessory Buildings and Structures.** ~~Accessory buildings and structures less than ten percent (10%) of the existing on-site building(s) or less than seven thousand five hundred (7,500) square feet, whichever is less, shall be approved as a minor site plan amendment. No accessory structure may contain additional dwelling units.~~
- b. **Commercial Accessory Buildings and Structures.** ~~Accessory buildings and structures less than fifteen percent (15%) of the existing on-site building(s) or less than seven thousand five hundred (7,500) square feet, whichever is less, shall be approved as a minor site plan amendment.~~
- c. **Mixed-Use Accessory Building and Structures.** ~~Accessory buildings and structures less than ten percent (10%) of the existing on-site building(s) or less than seven thousand five hundred (7,500) square feet, whichever is less, shall be approved as a minor site plan amendment.~~

- 6. **Mechanical Equipment.** Air conditioning units, generators and other auxiliary mechanical and building equipment shall be placed at locations where they will be least intrusive in terms of noise, appearance, and odors, particularly for adjacent properties and public rights-of-way. Screening walls, landscaping, and other screening treatments shall be used so all required mechanical equipment is screened from public streets and adjoining properties. All building-mounted ~~or roof mounted~~ mechanical or communications equipment shall be ~~the same color as the roofing or parapet materials, to make it as unobtrusive as possible.~~ If located on or adjacent to a building wall, the color of all mechanical and communications equipment shall ~~have~~ blend with the same color and design details of the building.

- 7. **Building Location.** The location of all new buildings and structures shall incorporate the following building design principles:

- a. **Sensitivity to Adjacent Buildings.** All site plans shall demonstrate design sensitivity to adjoining structures. New buildings shall not overpower existing buildings. Attention to building height, rooflines, and grade changes will help provide continuity with adjacent and neighboring buildings.
- b. All project and building plans shall provide for the integration of the existing, or planned, pedestrian and vehicular circulation patterns, protect views, and be harmonious with the adjacent building designs, styles, and size.
- c. All project and building plans shall allow for, and provide interconnected streets, walkways, trails, and parking areas, as applicable.
- d. All buildings shall have an orientation to the street(s) to which it has frontage to encourage a pedestrian relationship, by providing at least one main building entrance that faces a public street. This shall be accomplished through the use of at least three (3) of the following near entrances:
 - i. A prominent architectural feature that is unique to the overall building design;
 - ii. Complementary yet differing building materials or colors;
 - iii. Pedestrian amenities that may include patios, porches, special paving treatments, seating areas, or awnings; or
 - iv. Increased landscaping near the entrance. ~~Building placement shall allow interconnected walkways and shared site accesses, as applicable, for increased convenience, accessibility, and enhanced safety for pedestrians.~~

8. **Pedestrian Scale.** ~~Regardless of overall building size, elements and facades at the pedestrian level shall achieve a sense of human scale and create visual interest at eye-level. Buildings that contain more than one story or that are above twenty feet (20') in height shall provide a clearly articulated and more detailed base that relates to pedestrians. The base must include one of the following design elements:~~
 - a. ~~Use of transparent material;~~
 - b. ~~Use of brick or masonry;~~
 - c. ~~Detailed architectural features; or~~
 - d. ~~Another element approved by the City Planner.~~
9. **Building Materials and Textures.** ~~All building and structures shall incorporate the following building design principles. Exterior building materials shall be similar to and compatible with those found in a rural setting.~~
 - a. ~~Restraint should be used in the number of different exterior building materials selected. At least sixty percent (60%) of each building's finished face shall be a primary material.~~
 - b. ~~Each building shall be completed on all sides with acceptable finishing materials. Primary materials are: Masonry, wood siding, board and batten, lap siding, exposed wood structural members, brick, stone, colored textured block, glass, wood, and other materials of comparable quality as approved by the City Planner. Secondary materials may include: aluminum composite material panel systems, stucco, and other materials of comparable quality as approved by the City Planner.~~
 - c. ~~Doors, glass, and roofing materials shall not be included in the calculations of primary materials.~~
 - d. ~~All projects shall submit color elevations that call out the specific building material type and color. The City Planner may require actual samples of exterior surface materials in order to verify quality of material and conformance with the standards found within this section.~~
10. **Building Material Color and Finishes.** ~~Color is an important and effective way to create harmony with the natural landscape and minimize the visual impact of structures. Color variation using compatible hues can reduce the apparent scale and building mass:~~
 - a. ~~All building materials and colors shall minimize the impact of buildings on the natural setting. All exterior building colors shall be subdued earth tones and muted colors that blend and do not contrast with naturally occurring colors. Retaining walls, wall extensions from buildings, and all walls and fences shall be the same or compatible color and materials, as the main building.~~
 - b. **Building Finishes.** ~~High gloss paints, factory finished metals or other materials which increase visual impacts, and aluminum, white or reflective roofs are prohibited. Matte finishes are recommended. Chimneys, flues, vents, gutters, down spout, mechanical and electrical equipment, railings, window shading devices and other exterior devices shall be similar in intensity of color to surrounding surfaces of the building, unless they are a special building design feature. In such cases, a subdued accent color may be acceptable. Accent colors shall cover less than 5% of any given facade. Bright, glossy, fluorescent color schemes and mirrored or other highly reflective glass is prohibited, strongly discouraged.~~
11. **Subdivision and Site Design and Layout.** All subdivision and site plans shall recognize and preserve, as much as practicable, the natural features and sensitive areas occurring on the site. All subdivisions and other projects shall demonstrate efficiencies in the provision of infrastructure, including reductions in hard-surfaced areas, land disturbance, and the retention of existing vegetation, as practicable.
 - a. Subdivision and site design and planning shall include the following principles:
 - i. All buildings and structures shall be arranged to preserve and provide open space and to protect views. The locations of all buildings and structures shall recognize the existing topography and natural features of the site. All natural features shall be preserved, as practical, and integrated into the subdivision or site plan design.
 - ii. Provide an interconnected system of open space areas. The locations of all buildings and structures shall allow and provide areas of open space and landscaping to connect with similar open spaces and landscaping areas existing, or planned to be located, on adjacent properties.
 - iii. Pad buildings in commercial developments, including service stations, convenience stores, restaurants, auto maintenance facilities and similar uses shall be designed in a compatible architectural style and shall incorporate similar materials, colors and landscaping as the primary development.
12. **Site Access.** The location and number of access points to the site, the interior circulation pattern, and the separation between pedestrians and vehicles shall be designed to maximize safety and convenience, and should be harmonious with proposed and neighboring buildings.
 - a. Drive-thru aisles shall follow the provisions in Section 15.34.190.
13. **Noise Impact.** Subdivision and site design shall include provisions for limiting noise, particularly to adjacent property. The occupants of a development should be protected from noise from both outside and within the site through screening, setbacks, and building materials. Noise generating uses and equipment shall be located and buffered to minimize site and off-site impacts.
14. **Views.** Due to the community quality and character created by the surrounding scenic beauty, it is essential that the city and all subdivision and site plan designs preserve general access to significant views. These views include Mount Timpanogos, Provo Canyon, West Mountain, and Utah Lake. A view corridor analysis may be required by the City Planner.
15. **Landscaping Design Standards.** Landscape improvements shall be an integral element of all subdivision and site plan designs. Landscaping shall complement the

architecture of all proposed buildings and structures and provide visual interest and variety, provide screening elements, provide year round site beautification, blend with the natural landscape and highlight building design features. Landscape designers shall recognize the following landscape design principles with Landscape Plan(s):

- a. ~~Landscape Buffers: Landscape buffers between dissimilar or conflicting land uses shall be provided. Landscape buffers shall be provided for off-street parking and service areas and these areas shall be screened from public streets.~~
 - b. **Transitional Landscaped Areas.** Where new development adjoins areas of natural open space, a soft transitional edge shall be provided to create a gradual transition between the natural open space area and the new development.
 - c. **Landscape Materials.** All proposed plantings and site materials should be consistent with (but not uniform) and of a similar scale with existing natural neighboring landscape, and adjacent streetscape areas where appropriate. Drought tolerant "xeriscape" landscaping is encouraged. Landscaping improvements may also include berming, contouring, rocks, and boulders.
 - d. **Plant Size, Spacing, and Scale.** The size and spacing of landscape elements shall be consistent and establish a coordinate relationship to any existing or proposed streetscape plantings. The size and spacing of landscape elements shall also be of appropriate scale and character to all proposed buildings, structures, and features.
 - e. **Streetscape Landscape Treatments.** All streetscapes shall create an attractive public space design and include street tree plantings, landscaping and other treatments and improvements, including consistency in street lighting, pedestrian lighting, public art and pedestrian and biking facilities and street furniture.
 - f. Landscape Accessories: All developments shall include at least one of the following accessories: art features, benches, pots, lamps, artwork, and sculptures, or other accessory as approved by the Planning Commission.
 - g. All site plans shall follow the Landscaping Design Standards and Requirements in Section 15.40.080.
16. **Walls, Fences, and Other Visual Barriers.** Walls, fences, and barriers located adjacent to all public rights-of-way shall be constructed of long-lasting durable materials. Walls, fences, and barriers that create a continuous surface greater than thirty (30) feet in length shall be softened visually with acceptable landscaping or other treatments. Berms, boulders, and vegetation masking are effective substitutes for walls and fences. Walls, fences, and barriers located to separate individual lots should be constructed of materials that are compatible with the residence.
17. **Non-vegetative Ground Cover.** Non-vegetative ground cover treatments may include rocks and small stones, granite, and bark. Areas of non-vegetative ground cover materials shall be broken up and interspersed with plant materials.
18. **Landscape Maintenance.** All landscape plans shall demonstrate that long-term maintenance factors have been considered in the landscape design. For example, irrigation systems shall be designed to achieve low maintenance and efficient water consumption.
19. **Site Lighting Standards.** To protect views of the night sky, all outside lighting shall be "down lighting" so that lighting does not trespass to adjoining properties. All exterior lighting may provide for the illumination of buildings and grounds for safety purposes, but in an aesthetic manner. All exterior lighting shall be shielded or hooded so that no light is allowed to spill or trespass onto adjacent properties.
- a. Warm lighting colors are encouraged. Blue white colors of fluorescent and mercury vapor lamps are prohibited.
 - b. All exterior lighting should be reduced to the minimum levels necessary for safety and security purposes. The use of motion sensors and timers is encouraged.
 - c. **Parking Lot Lighting.** Minimum adequate lighting should be provided in all parking areas, with emphasis placed on appropriate lighting at entrances and exits. All parking area lighting shall be integrated with landscape features. The height of pole-mounted fixtures shall be held to a minimum practical height, but not exceeding twenty (20) feet.
 - d. **Indoor Lighting.** Indoor lighting shall not be provided or constructed to provide lighting for any outdoor areas.
20. **Project, Site and Building Sign Standards.**
- a. **General Considerations.** The placement and design of all allowed signs shall be found to be compatible with the development project and with the surrounding area. Signs shall be provided as an integral site and building design element and shall be compatible with the style of the buildings in terms of location, scale, color, and lettering style.
 - b. **Safety.** Signs should be located so they comply, at a minimum, with the clear view requirements, as provided herein.
 - c. **Sign Materials and Colors.** All sign materials shall be compatible with building materials and colors. The illumination of all signs shall be accomplished in a manner that focuses light on the sign and fully shields the light source.

SECTION 53: AMENDMENT "15.38.030 Parking Requirements" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.38.030 Parking Requirements

1. Off-street parking spaces shall be provided according to the following provisions and standards.

- a. **General Provisions**

- i. **Floor Area.** The term "floor area" for the purpose of calculating the number of required parking spaces shall be the "Gross Floor Area" of the structures plus defined exterior use areas except as may be provided or modified herein.
 - b. **Change of Use or Occupancy of Buildings.** Off-street parking and loading spaces as required herein shall be provided at the time of any new uses of land or construction of a new building. Any change of use or occupancy of any building or buildings, including additions thereto, requiring more parking shall not be permitted until such additional parking spaces as required by this Section are provided.
 - c. **Parking for a Residential Use.** Off-street parking facilities for residential uses shall be utilized solely for the parking of licensed and operable passenger vehicles owned by the occupants of the residence or the parking of passenger automobiles by guests of said occupants.
 - d. **Accessible Parking**
 - i. Accessible parking for non-residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Utah Americans with Disabilities Act (Utah ADA) and International Building Code (IBC) as amended.
 - ii. Accessible parking for multiple-family residential developments shall be provided in conformance with the Americans with Disabilities Act (ADA), Federal Fair Housing Act (FFHA) and International Building Code (IBC) as amended.
 - e. **Parking Stall Dimensions.** The following shall be the minimum parking stall size:

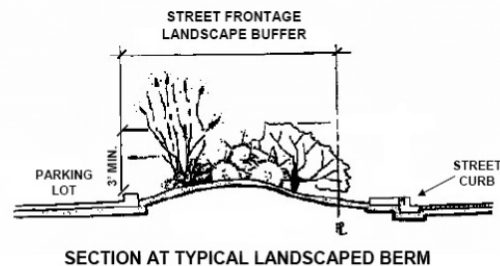
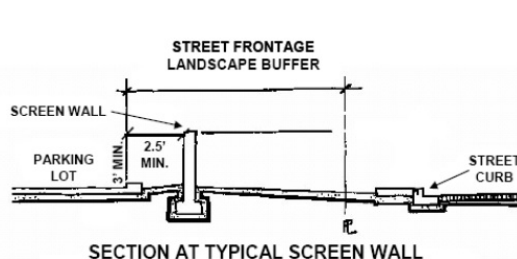
Type	Width	Length*
Standard	9 Feet	20 Feet
Parallel	8 Feet	24 Feet
45 degree	9 Feet	17 Feet

* The front of the parking space may overhang two (2) feet into a landscape strip or pedestrian walkway, however, any parking spaces protruding over a pedestrian walkway shall maintain at least a four (4) foot wide clearance for pedestrian access (a total of six (6) feet from the curb face to the opposite edge of the walkway).

- f. **Parking Aisle Dimensions.** The following shall be the minimum parking aisle width:

Parking Angle	One-Way Aisle	Two-Way Aisle
90 degree	24 Feet	24 Feet
60 degree	18 Feet	22 Feet
45 degree	18 Feet	20 Feet
30 degree	18 Feet	20 Feet

- g. **Parking Lots.** Parking lots shall be designed in groupings no larger than two hundred (200) spaces. Larger lots shall be divided by buildings, plazas, or significant landscaped areas oriented for pedestrian use.
 - h. **Within Structures.** The off street parking requirements may be furnished by providing spaces designed within the principle building or a parking structure. However, no building permit shall be used to convert said parking structures into a dwelling unit, living area, or other activity until other adequate provisions are made to comply with the required off-street parking provisions of this Section.
 - i. **Circulation Between Bays.** Parking areas shall be designed so that circulation between parking bays occur within the designated parking lot and does not depend upon a public street or alley. Parking area designs which require backing into a public street are prohibited except one, two or three-family dwellings.
 - j. **Surfacing.** All areas intended to be utilized for parking space, access aisles, and driveways shall be paved with concrete or asphalt to control dust and drainage. Areas for outdoor storage of material and equipment may be covered with decomposed granite to provide a dust-free surface. Such area shall not be considered as part of a required landscape area.
 - k. **Striping.** Except for one, two and three-family dwellings, all parking stalls shall be marked with painted lines not less than four inches (4") wide.
 - l. **Lighting.** Parking lots used during hours of darkness shall be illuminated. Any lighting used to illuminate an off-street parking area shall be so arranged as to reflect the light down and/or away from adjoining property, abutting residential uses and public right-of-ways and shall be a maximum of twenty (20) feet in height above the surface of the parking lot for non-residential uses and sixteen (16) feet for residential uses.
 - m. **Protruding Vehicles.** All on-site parking stalls shall be designed and constructed so that parked vehicles shall not protrude over a property line.
 - n. **Screening.** All off-street parking lots of four (4) or more spaces shall be screened from the street view and adjacent residential districts by a landscaped berm, decorative wall, vertical landscaping, or combination thereof at least three (3) feet high, as measured at finished grade adjacent to the parking area to be screened. All walls or berms shall be installed a minimum of two and one-half (2.5) feet back from the edge of the parking stall.



- o. **Parking Area Landscaping**

- i. Five percent (5%) of the gross parking surface area shall be of dispersed interior landscaping, designed so as to reduce the "heat island" effect and to enhance the aesthetics of a parking area. A development with single drive aisle between a building and property boundary may include the required landscaping on the perimeter of the

drive aisle toward this requirement. The following are acceptable interior landscaping designs:

- (1) Five (5) feet by five (5) feet tree diamonds placed not more than six (6) parking spaces apart and located at the intersection of parking stalls. Tree diamonds shall be used only with ninety (90) degree parking spaces.
 - (2) Minimum five (5) feet wide landscape medians with trees planted forty (40) feet apart;
 - (3) Minimum five (5) feet wide landscape islands and peninsulas with at least one (1) tree;
 - (4) Other similar designs that disperse landscaping throughout a parking area, to be determined by the Planning Commission.
- ii. Parking areas should be buffered from adjacent residential property and screened from streets, ~~so automobiles are not visible below the average headlight height~~. Screening methods may include landscaped berms, low walls, and hedges. All screening methods shall be at least three (3) feet high, as measured at finished grade adjacent to the parking area to be screened.
 - iii. Access drives, internal circulation drives, parking areas, and pedestrian walkways shall be designed to provide safety and convenience for both motorists and pedestrians and to ensure access for the physically disabled. Areas where pedestrian walkways cross driveways shall be constructed of stamped and/or raised concrete, or of other material and design so as to differentiate the area as a pedestrian/vehicle interface.
 - iv. In projects greater than 1 acre, every parking space should be no greater than one hundred fifty (150) feet from a walkway leading to a building entrance.
 - v. Joint use of parking is encouraged in order to reduce trips. Access to, and the location of, new parking areas should relate to adopted area plans, planned parking in the area, or to existing area parking schemes. The Planning Commission may increase or reduce the minimum required number of parking spaces required based on city approved parking studies.
 - vi. The number of curb cuts (street accesses) should be minimized and pedestrian access enhanced.
 - vii. Site lighting should be aesthetically attractive, of pedestrian scale, and provide pedestrians with a sense of security.
 - viii. All sites shall meet the requirements of the Americans with Disabilities Act ("ADA").
 - ix. Parking lot design shall consider development on adjacent sites. The City may require cross access connections/easements to improve traffic circulation and to enhance public safety.
 - x. Traffic circulation patterns should direct commercial traffic onto arterial streets and not local/neighborhood streets. Multiple-family residential traffic should be directed onto collector streets. The City may deny access onto a local/residential street if access to a collector or arterial street is available.
 - xi. A site plan shall be designed to separate pedestrian and vehicular traffic to the extent possible.

p. Maintenance

- i. It shall be the joint and separate responsibility of the owner and/or lessee of the principal use, uses or building to maintain in a neat and adequate manner, the parking space, access ways, striping, landscaping, and required fences or screening.
- ii. Shrubs within a landscape island shall be maintained to a maximum height of three (3) feet, and all trees at maturity within such planters shall maintain a minimum clearance of six (6) feet from the lowest branch to the adjacent grade elevation.

q. Use of Required Parking Areas for Parking Only. Required off-street parking spaces in any district shall not be utilized for open storage, sale or rental of goods, or storage of inoperable vehicles, except when permitted as a Temporary Use.

r. Signs. No sign shall be so located as to restrict the sight lines and orderly operation and traffic movement within any parking area.

s. Parking Canopies, Non-Residential and Multi-Family Residential Land Uses

- i. Covered parking canopies may be located within the required side and rear building setbacks provided the structure drains onto the property on which it is located.
- ii. Covered parking canopies may encroach into required side and rear building setbacks, but may not encroach into required landscaped buffers.
- iii. Height of such structures shall be limited to 10'.
- iv. All canopies shall include a fascia.
- v. Setbacks are measured from property line to nearest edge of canopy.
- vi. All required landscaping, parking or otherwise, shall be provided.

2. Off-street Parking Requirements. The following minimum number of off-street, paved parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses hereinafter set forth. Any proposed uses not listed herein will be determined by the Planner through the site plan approval process.

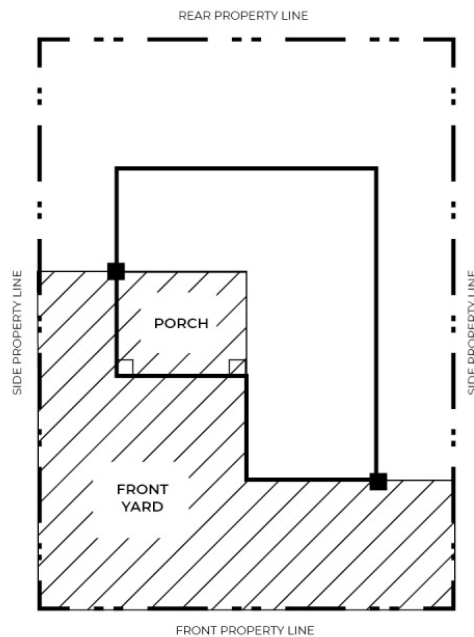
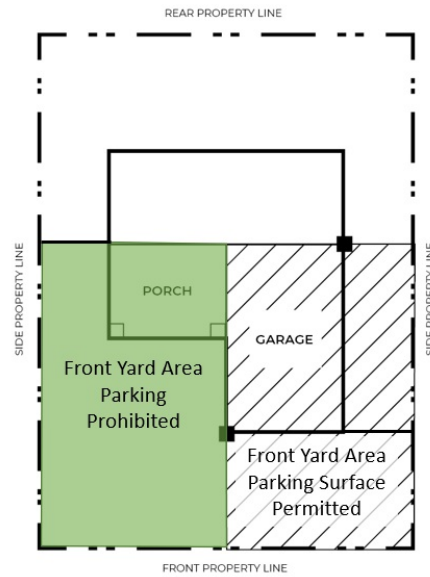
a. Residential Uses. Parking Spaces Required:

Dwelling Types	
Single-family	4.0 Spaces/Unit
Two-family	4.0 Spaces/Unit
Three-family	4.0 Spaces/Unit
Multi-family**	
Efficiency/Studio	1.0 Spaces/Unit
1 Bedroom	1.5 Spaces/Unit
2 Bedrooms	2.0 Spaces/Unit
3 Bedrooms	3.0 Spaces/Unit
**In addition to the required spaces, 0.5 guest stalls per unit shall be included.	

b. Additional Residential Parking Requirements

- i. All standard front-entry garage and carport entrances shall be setback a minimum of eighteen

(18) feet from the street right-of-way line, access easement or private roadway tract.



- ii.
- iii. It shall be unlawful to park or store any vehicle within the front or side yard of a single-family residence use unless such parking or storage is on an improved, dustproof- parking surface such as concrete or asphalt or crushed rock or aggregate that is a minimum of three inches

thick. All crushed rock or aggregate shall be contained by a permanent border. Parking within the front yard of a single residence use shall be on or contiguous to a legal driveway.

- iv. Single-family residences may contain a parking surface in the front yard area, bounded by the garage facade (internal square footage dedicated to the garage), the front property line, and the side property line adjacent to the garage area. The front yard area between the front entry into the home, front property line, and side property line opposite of the side property line adjacent to the garage area shall not contain parking or surface material dedicated toward parking, except to allow driveway access to a detached residential garage. In no case shall parking areas or driveways cover more than sixty-five percent (65%) of the front yard area.
- v. Prior to construction, property owners are responsible for meeting with the City Engineer, or her/his designee to ensure parking areas and driveways do not conflict with public utilities, easements, or meters.
- vi. Any work conducted within the public-right-of-way, including parking strips and driveway approaches, must be approved through a right-of-way permit prior to construction.
- vii. Grade/Slope for residential driveways shall not exceed 8%, anything higher shall receive approval from the City Engineer.

c. **Nonresidential Uses.** The number of parking spaces for non-residential uses shall be provided as follows:

NON-RESIDENTIAL SPACES		
USE	DESCRIPTIONS	PARKING RATIO
ADMINISTRATIVE & FINANCIAL		
Professional Offices	Facilities for general office work providing professional, business administrative, informational services, or facilities that house governmental agencies and similar uses	One (1) space per two hundred fifty (250) sq. ft. of floor area.
Financial Services	Institutions providing financial advice and services in a bank, or similar financial institutions, to include accessory office building, automatic teller machine, and similar uses	One (1) space per one hundred fifty (150) sq. ft. of floor area
	Financial institutions with drive-through facilities	In addition to the above, a sixty (60) linear feet of stacking space per lane exclusive of drive aisles and parking spaces.
Unspecified Office Use		One (1) space per two hundred fifty 250(200) sq. ft. of floor area.
AUTOMOBILE RELATED		
Auto Services	Facilities providing general vehicle service or repair, and similar services	Three (3) spaces per service bay, plus one (1) space per three hundred (300) sq. ft. of gross floor area excluding service bay(s).
	Facilities providing fast or express service bays or lanes	In addition to the above, a queuing space of one hundred (100) linear feet exclusive of drive aisles and parking spaces.
Automobile Rentals or Dealerships	Facilities for sale or rental of new or used auto, boat, RV, truck, trailer, camper, motor home or Motorcycle. (Outdoor vehicle display spaces are not required to meet dimensional requirements of this Article)	One (1) space per one thousand (1000) sq. ft. of gross floor area, plus one (1) space per six thousand (6000) sq. ft. outdoor vehicle display area.
Automobile Towing & Impound Facilities	Facilities for towing, dismantling, recycling, impound, and storage of junk vehicles, to include sanitary landfills and similar uses	Four (4) spaces or one (1) space per one thousand (1000) sq. ft. of floor area whichever is greater.
Car Washes	Facilities for the cleaning of vehicles,	One (1) space per three hundred (300) sq. ft. of office floor area, plus a queuing space of one hundred (100) linear feet exclusive of drive aisles and parking spaces.
	Self-service facilities for the cleaning of vehicles	A minimum of four (4) spaces and the requirements above.
EATING & DRINKING ESTABLISHMENTS		
Restaurants	Eating establishments and similar services	One (1) space per one hundred (100) sq. ft. of floor area including outdoor seating
Taverns, Bars,	Establishments licensed to sell alcoholic beverages to	One (1) space per fifty (50) sq. ft. of serving

Pubs & Lounges	be consumed on the premises, often with limited food service	area, plus one (1) space per two hundred (200) sq. ft. for preparation area.
ENTERTAINMENT & RECREATION		
Adult Uses	Establishments for adult entertainment that emphasize adult-oriented uses and services in an adult motion picture theater, arcade, adult cabaret, adult motel, nude studio, and similar facilities	One (1) space per fifty (50) sq. ft. of floor area
	Adult specialty shops for purchase of adult books, video, and similar products	One (1) space per three hundred (300) sq. ft. of floor area
Indoor Public Assembly	Facilities providing a variety of indoor public assemblies in a convention or reception center, meeting hall, social or private club, music hall, theatre and similar places, excluding taverns, bars, pubs, lounges, and adult uses	One (1) space per two hundred (200) sq. ft. of floor area, or one (1) space per four (4) fixed seats of design capacity whichever is greater
Indoor Recreation	Facilities providing a variety of indoor health and sports activities in a sporting complex, stadium, skating rinks, pool hall, dance hall, tennis and racquet clubs, game room, video arcade, bingo hall, community center, fitness center, and similar indoor facilities	One (1) space per two hundred (200) sq. ft. of floor area
	Bowling Alleys	Two (2) spaces per lane, plus two (2) spaces per billiard table, plus one (1) space per each five visitor gallery seats
Outdoor Amusement & Recreations	Facilities providing a variety of outdoor amusement, entertainment, and similar activities in an amusement park, fairground, zoo, auditorium, and similar places, to include special outdoor events such as carnivals or outdoor concerts. Outdoor recreations include a variety of outdoor health and sports activities in a racetrack, stables, rodeo ground, outdoor shooting range, swimming and tennis clubs, miniature golf, and similar places	One (1) space per one thousand (1000) sq. ft. of activity area
	Golf course and driving range	One (1) space per two hundred (200) sq. ft. of main building floor area, plus one (1) space per every two (2) practice tees in driving range, plus four (4) spaces per each green in the playing area
GENERAL INDUSTRIAL & MANUFACTURING		
Light Industrial and Manufacturing	Facilities providing manufacturing and assembly services	One (1) space per seven hundred and fifty (750) sq. ft. of warehouse area plus one (1) space per three hundred (300) sq. ft. office or retail floor area
Outdoor storage	Facilities providing exterior storage of construction equipment and materials, recyclable material, and similar uses	A minimum of four (4) spaces and one (1) space per five thousand (5000) sq. ft. of designated outdoor area or one (1) space per three hundred (300) sq. ft. office floor area whichever is greater.
Unspecified Industrial Use (Shell Building)		One (1) space per seven hundred and fifty (750) sq. ft. of warehouse area plus one (1) space per three hundred (300) sq. ft. office or retail floor area

Warehousing	Facilities providing warehousing of material and goods and similar uses	One (1) space per one thousand (1000) sq. ft. of warehouse area, plus one (1) space per three hundred (300) sq. ft. office floor area.
	Mini-storage facilities and similar uses	One (1) space per fifty (50) units
Wholesale, distribution	Facilities providing wholesale or distribution of trucks, trailers, boats, new and used cars, bulk fuel, machines, appliances, equipment, building material, lumber, plant nurseries, produce and similar merchandise in indoor or outdoor storage areas to include machine shops, lumberyards, import/export shops, moving, rental, or storage companies, market sales yards, and similar facilities	One (1) space per five hundred (500) sq. ft. of sales or display area, plus one (1) space per one thousand (1000) sq. ft. of indoor storage area, plus one (1) space per two hundred (200) sq. ft. of retail or office floor area.
GENERAL RETAIL		
Retail	Establishments providing general retail sales and services in a single store on a single lot, not part of a shopping center	One (1) space per three hundred (300) sq. ft. of floor area.
	Establishments providing general retail sales and services in a shopping centers (a commercial establishment planned, developed, owned, or managed as a unit)	One (1) space per two-hundred-fifty (250) sq. ft. of floor area. Note: for any center with more than fifteen percent (15%) of floor area in public assembly uses, including theaters, restaurants, schools, health spas, bars or cocktail lounges, there shall be required, in addition to these standards, ten (10) spaces per one thousand (1000) sq. ft. of public area within these uses.
	Establishments providing drive- through services including liquor stores, laundries and dry cleaners, pharmacies and similar services	In addition to the above, one hundred (100) linear feet of stacking space exclusive of drive aisles and parking spaces.
Unspecified Retail Use (Shell Building)		One (1) space per two hundred fifty (250) sq. ft. of floor area.
INSTITUTIONAL		
Child care	Facilities providing daily care of children in a nursery, daycare or preschool center	One (1) space per four hundred (400) sq. ft. of floor area.
Public, social and cultural services	Facilities providing public, social, non-profit, or institutional services in a library, museum, art gallery, post office, treatment, detention, or release center, halfway house, employment agency, shelter, and similar civic/public, cultural, and social institution (excluding group home)	One (1) space per two hundred (200) sq. ft. of floor area.
Religious Assembly	Facilities providing religious worship or study in a church, temple, synagogues and similar places	One (1) space per four (4) seats in main assembly area based on design capacity.
School	Public, charter or private educational institutions for Elementary and Junior High	One (1) space per three (3) fixed seats of auditorium based on design capacity plus a minimum of ten (10) spaces for visitors parking.
	Senior High	Two (2) spaces per classroom, plus one (1) space per employee, plus one (1) space per three (3) fixed seats of auditorium based on design capacity plus a minimum of ten (10)

		spaces for visitors parking.
Secondary Education	Public or private facilities providing education in a college, university, trade or vocational school, and similar institutions	Five (5) spaces per classroom, plus one (1) space per three (3) fixed seats of auditorium based on design capacity plus a minimum of ten (10) spaces for visitors parking.
Senior care	Facilities providing long-term care for seniors in a nursing or convalescent home, hospices or similar care facility (excluding group home)	One (1) space per three (3) beds.
Utility	Structures, equipment, or facilities providing for public/private utility & services, including radio, television, communication transmission, tower and similar structures	One (1) space per use.
LODGING		
Hotels or Motels	Places for lodging with ancillary facilities to include sleeping rooms, restaurants, lounges, resorts, meeting rooms and similar uses	One (1) space per room, plus one (1) space per one hundred (100) sq. ft. of restaurant and bar serving area, plus one (1) space per one hundred (100) sq. ft. of outdoor seating serving area, plus ten (10) minimum spaces for visitors parking, plus one (1) space per two hundred (200) sq. ft. of meeting room floor area. A parking reduction of not greater than 10% may be approved by the Community Development Director upon receiving a parking study, completed by a qualified professional with demonstrated experience in conducting parking studies (a "parking expert") that, in the opinion of the Community Development Director, demonstrates a parking reduction is justified. A parking reduction of greater than 10% may be approved by the Planning Commission on the same basis.
Lodging Accommodations	Establishments providing accommodation in a bed and breakfast, lodge, to include fraternity, sorority, and similar facilities	One (1) space per room.
Recreational Resorts	Facilities providing overnight stops in Recreational Vehicle Park, travel trailer park, overnight camp ground and similar places	One (1) space per two hundred (200) sq. ft. of gross activity area, or one (1) space per RV or trailer whichever is greater.
MEDICAL		
Medical Offices and Clinics	Facilities providing medical, dental, optical care or preventative medicine and clinical research studies in a clinic or laboratory, including accessory offices	One (1) space per two hundred fifty 250(200) sq. ft. of floor area.
Hospitals	Facilities providing medical or surgical care, emergency medical and similar services	A minimum thirty (30) spaces for emergency services or two (2) spaces per bed, plus one (1) space per employee whichever is greater.
Veterinarian Hospitals or Clinics	Establishments for medical, surgical, and emergency care of animal, to include veterinary office and clinics without animal boarding	One (1) space per one hundred fifty (150) sq. ft. of floor area.
PERSONAL SERVICES		
	Establishments providing general professional services such as cabinet and carpentry making, custom dressmaking and	

General Professional Services	alteration, watch and clock repair, dry cleaning & laundry, pet care, messenger delivery, photographic developing & printing, blueprint production, travel information & similar professional services	One (1) space per two hundred (200) sq. ft. of floor area.
Personal Improvement	Establishments providing personal services such as tanning, massage therapy, manicure, hair and beauty treatment, tattoo and body piercing, palm reading, fortune tellers, and similar services	One (1) space per one hundred fifty (150) sq. ft. of floor area.
OTHER		
Funeral Services	Facilities providing burial preparation and/or funeral services in a cemetery, crematorium, mausoleum, funeral home and chapel, mortuaries and similar facilities	One (1) space per every three (3) fixed seats in main viewing rooms based on design capacity plus one (1) space per funeral vehicle.

d. Mixed Uses

- i. In the case of horizontal mixed-use occupancies in a building or on a lot, the total requirement for off-street parking shall be the sum of the requirements for the various uses computed separately.
- ii. A horizontal mixed use development may reduce that amount of required parking by ten (10) percent if the project is a mixed use development that includes, as part of an integrated development plan, both residential and non-residential uses or by twenty-five (25) if the property is within a quarter of a mile walking distance to a transit or front runner station. This measurement shall be made along standard pedestrian routes from the property with a parking study submittal by a licensed engineer to be approved through the development or site plan approval process.

- e. **Calculating Spaces.** In case of fractional results in calculating parking requirements, the required numbers of the sum for the various uses shall be rounded up to the nearest whole number if the fraction is .5 or greater.

f. Joint Use Parking

- i. Up to fifty percent (50%) of the parking facilities required by this Section for a religious institution, cultural center or an auditorium incidental to a public or parochial school may be supplied by the off-street parking facilities by the following daytime uses: banks, business offices, retail stores, personal service shops, household equipment or furniture shops, clothing or shoe repair or service shops, manufacturing, wholesale and similar uses.
- ii. Other joint use of parking on adjacent commercial uses to reduce total parking spaces may be allowed with a parking study submittal by a licensed engineer with demonstrated experience conducting parking studies, to be reviewed by the Planning Commission. Following a recommendation by the Planning Commission, the City Council will make a decision to either deny the request, approve the request, or approve the request with conditions .as
- iii. The City Council or Planning Commission may use the parking study a basis for reducing the amount of onsite parking required for specific uses defined under the following nonresidential categories listed in table 15.38.030(2)(c): Eating & Drinking Establishments, Entertainment and Recreational Uses and Medical Uses.
- iv. Conditions Required for Joint Use
 - (1) The building or use for which application is being made to utilize the off-street parking facilities provided by another building or use shall be located within three hundred (300) feet of such parking facilities.
 - (2) The applicant shall show that there is no substantial conflict in the operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed.
 - (3) A properly drawn legal instrument, executed by the parties concerned for joint use of off-street parking facilities, duly approved as to form and manner of execution by the City Attorney shall be filed with the City Clerk and recorded with the County Recorder.

g. Offsite Parking

- i. Any off-site parking which is used to meet the requirements of this Section shall be regulated by this Ordinance and shall be subject to the conditions listed below:
 - (1) Off-site parking shall be developed and maintained in compliance with all requirements and standards of this Section.
 - (2) Reasonable access from off-site parking facilities to the use being served shall be provided.
 - (3) The site used for meeting the off-site parking requirements of this Section shall be under the same ownership as the principal use being served, under public ownership, or shall have guaranteed permanent use by virtue of a perpetual lease filed with the City Clerk and County Recorder.
 - (4) Offsite parking for multiple-family dwellings shall not be located more than two hundred (200) feet from any commonly used entrance of the principal use served, unless approved through the site plan approval process.
 - (5) Off-site parking for non-residential uses shall not be located more than three

- hundred (300) feet from the primary entrance of the principal use being used, unless approved through the site plan approval process.
- h. Bicycle Parking. Required bicycle parking shall be convenient, secure, and readily accessible to shoppers, customers, visitors, employees, students, residents, commuters and others on the site.
- i. Required Bicycle Parking Spaces: Bicycle parking spaces shall be required in all zones for each site to which this Title applies. The number of bicycle parking spaces to be provided shall be a minimum of three (3) or a number equal to ten percent (10%) of the required on-site automobile parking spaces, whichever is greater. The total number of bicycle parking spaces required by this Title shall not exceed thirty (30) spaces per building. Exception: The Community Development Director may reduce the bicycle parking requirements by fifty percent (50%) for developments that are not likely to attract bicycle traffic because of the nature, location, or other circumstances associated with the development. Developments which are not likely to attract bicycle traffic, but are not limited to, a car wash and personal storage units.
- ii. Bicycle Rack General Requirements.
- (1) Racks shall be of an “inverted-U” design or as approved by the Community Development Director. Other types of bicycle rack facilities may be provided with approval from the Community Development Director, so long as they meet the requirements list below.
 - (2) Racks shall be securely anchored so that they cannot be easily removed and of solid construction, resistant to rust, corrosion, hammers, and saws.
 - (3) Racks shall be located in a convenient, highly visible, active, and well-lit area.
 - (4) Racks may be located no more than fifty (50) feet from the primary entrance of each principal building. If there is more than one primary entrance to a building, the bicycle parking must be along all facades with a main entrance.
 - (5) Racks must hold the bicycle securely by means of the frame. The bicycle frame must be able to be supported so that the bicycle cannot be pushed or fall to one side in a manner that will damage the wheels. The rack should provide two (2) points of contact with the frame, a minimum of six (6) inches apart horizontally. The rack’s high point should be at least thirty-two (32) inches.
 - (6) Racks should be arranged so that the parking area for each bicycle is a minimum of two (2) feet wide and six (6) feet long.
 - (7) Racks should have a minimum of three (3) feet between rack elements (side by side).
 - (8) A minimum of five (5) feet of aisle width shall be provided between rows of bikes.
 - (9) Where two bikes can be locked on both sides without conflict, each side can be counted as one (1) required space.

SECTION 54: **AMENDMENT** “15.40.030 Plans And Fee Required” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.40.030 Plans And Fee Required

1. For all development projects ~~included in Section 2002~~, preliminary and final landscape plans shall be prepared in accordance with the standards and requirements set forth in this chapter, and shall be submitted and approved in accordance with the procedures set forth in this chapter.
2. A review fee for a final landscape plan may be required as determined by the adopted fee schedule.

SECTION 55: **AMENDMENT** “15.40.050 Landscape Inspections” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.40.050 Landscape Inspections

All projects required by this chapter to be landscaped shall pass a landscape inspection ~~prior to a certificate of occupancy being issued by the city~~. Such inspections shall be requested by the applicant at least twenty-four (24) hours prior to being performed.

The city shall have the right to refuse to pass any project not meeting the provisions of this chapter. The city shall also have the right to reject landscape materials as being substandard as to size, condition or appearance including a pre-inspection of materials at the supplier if deemed necessary.

SECTION 56: **AMENDMENT** “15.40.080 Design Standards And Requirements” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.40.080 Design Standards And Requirements

1. Generally

- a. Landscape Improvements: All landscape improvements (landscape materials, irrigation system, screening walls, etc.) shall be installed and paid for by the developer on the site in accordance with the approved final landscape plan.
 - b. Minimum Size of Plantings. Unless otherwise specified herein, all required deciduous trees shall be a minimum of two inch caliper in size. All evergreen trees shall be a minimum of six feet in height. All shrubs shall be a minimum of five gallon in size.
 - c. Plant Installation. Plants installed pursuant to this Chapter shall conform to installation standards within the approved [Vineyard Tree and Landscape Manual](#).
 - d. Plant Materials. Plant shall be drought tolerant and well-suited to the soil conditions at the project site. Plants with similar water needs shall be grouped together in landscape zones as much as possible. The applicant shall provide the water requirements for all plant material. Plant materials shall be chosen from the approved [Vineyard Tree and Landscape Manual](#).
 - e. Limitation on the Use of Turf [see also VZC 15.40.090(5) for additional requirements]. Turf shall be limited to 35% of the total landscaped area. All landscape areas, other than those designated for recreation purposes such as parks and playfields as determined by the City Planner are subject to this limitation.
 - f. Natural Topping of Landscape Areas. All landscaped areas shall be finished with a natural topping material which may include, but not limited to, the following: turf, groundcover, planting, decorative rock (two (2) inches minimum depth and a minimum size of one-half inch), or wood mulch (four (4) inches minimum depth). A pre-emergent herbicide shall be applied to the ground prior to the placement of natural surface materials in any landscaped area to prevent weed growth.
 - g. Irrigation Standards
 - i. All landscaped areas shall be supported by an automatic irrigation system which may be a soaker, drip-type, or otherwise approved system. The irrigation system shall meet all State and City requirements for potential cross-connections that must be protect against backflow to the culinary water system. All irrigation systems and landscaped areas shall be designed, constructed, and maintained so as to promote water conservation and prevent water overflow or seepage into the street, sidewalk, or parking areas.
 - ii. Each valve shall irrigate a landscape with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and non-turf areas shall be irrigated on separate valves. Drip Emitters and sprinklers shall be placed on separate valves.
 - h. Separate Connection. Any landscaping that will be owned and maintained by the city shall have separate irrigation line connection prior to the master meter. A backflow prevention device shall be installed by the developer or property owner as required by the City Engineer.
 - i. Soil Preparation. Soil preparation will be suitable to provide healthy growing conditions for the plants and to encourage water infiltration and penetration. Soil preparation shall include scarifying the soil to a minimum depth of six (6) inches and amending the soil with organic material as per specific recommendations of the Landscape Designer/Landscape Architect based on the soils report.
 - j. Protection of Landscaped Areas. Permanent containment barriers (concrete curbs or bumper guards) shall be installed and properly secured within or adjacent to all proposed parking areas and along all driveways and vehicular access ways to prevent the destruction of landscape materials by vehicles.
 - k. Use of Landscaped Areas. No part of any landscape area shall be used for any other use such as parking, signs, or display; except for required on-site retention areas or when such use is shown on the approved final landscape plan.
 - l. Detention Basins
 - i. The detention areas shall not occupy more than fifty (50) percent of the on-site street frontage landscape area, unless approved by the City Planner where shallow depths for multi-use are proposed for the basin.
 - ii. All detention areas shall maintain slopes no steeper than a four to one (4:1) ratio when adjacent to public rights-of-way or where there is pedestrian access to that portion of the basin. Side slopes adjacent to walls, fences, hedges and other areas with limited pedestrian access may have side slopes up to a four to one (4:1) ratio.
 - iii. Provide a minimum five (5) foot wide level area at the top of the basin slope.
 - iv. No sidewalk or walkway shall be located closer than five (5) feet to the top of any adjacent basin slope.
 - v. All basins shall be at least five feet in width at the bottom of the basin.
 - vi. [Detention Basin open space credit shall be calculated with the Equivalent Acre Formula found in the Onsite Landscaped Areas section of this chapter.](#)
2. Onsite Landscaped Areas. All development projects covered by VZC 15.40.020 shall provide on-site landscaped areas located in accordance with the following standards and requirements:
- a. For all development within the industrial zoning districts, landscaped areas shall be provided on the site in an amount equal to or greater than five (5) percent of the net site area, whichever is greater.
 - b. For all development within all other zoning districts, landscaped areas shall be provided on the site in an amount equal to or greater than twenty (20) percent of the net site area. For the purposes of this section, landscape areas shall also include plazas.

c. Equivalent Acres: as used in this section, open space requirements shall be calculated based on equivalent acres, where different types of open space qualify as having more or fewer acres. For each acre of required open space, the requirement may be met through a variety of open space types, according to the table below and as defined in this section:

Equivalent Acre Formula	
Category of Open Space Provided	Multiplier
Open Space with No Access	0.15
Sensitive Lands - Limited Access	0.33
Improved Existing City-Owned Open Space	0.67
Detention Basin - Limited Access	0.67
Detention Basin - No Access	0 - No Credit
Fully Improved with Limited Access	0.75
Fully Improved with Full Access	1
Unimproved	0 - No Credit

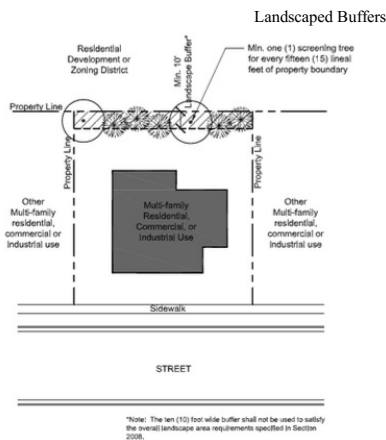
d. All portions of a development site not occupied by buildings, structures, vehicle access and parking areas, loading/unloading areas, and approved storage areas shall be landscaped in accordance with the provisions of this Chapter. Future building pads within a phased development shall be improved with temporary landscaping, or otherwise maintained weed-free in such a manner as may be approved by the City Planner.

e. The landscaping of all street rights-of-way contiguous with the proposed development site not used for street pavement, curbs, gutters, sidewalks, or driveways shall be required in addition to the on-site landscaped areas required herein.

3. Landscaped Buffers

a. A minimum ten-foot-wide landscape buffer shall be required along those property lines of a site developed for multiple-family residential, commercial, or industrial uses when such property lines are contiguous with any residential development or residential zoning district; except that no such landscape buffers shall be required for multiple-family residential contiguous with other multiple-family development or a multiple-family zoning district. The area of this landscape buffer shall not be used to satisfy the landscape area requirements of this Section.

b. The landscape buffer areas shall be improved with a minimum of one (1) screening tree spaced at each fifteen-foot interval of the property boundary being screened.



4. **Parking Lot Landscaping.** Parking lot landscaping shall be as required in Title 15.38 Parking and Loading Requirements. The landscaped area within these planters may be used to satisfy, to the extent provided, the landscaped area requirements set forth in this Section.

5. **Building Foundations.** For each elevation visible from a public or private street, a minimum five (5) foot foundation planting area shall be provided.

6. Street Frontages

a. The landscape setback, measured from the property line, for non-residential and multi-family uses shall be as follows:

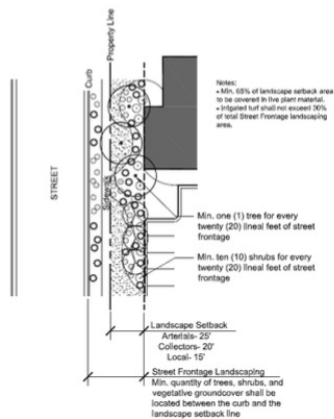
Arterial Streets: 25 feet
Collector Streets: 20 feet
Local Streets: 15 feet

b. The landscape setback for all residential subdivisions, measured from the back of curb, shall be as follows:

Arterial Streets: 20 feet
Collector Streets: 15 feet

- c. The landscape setback identified above shall be established and maintained along all street frontages between any perimeter wall, building, on-site parking area or outdoor storage area and the nearest point of the existing or future required street/sidewalk improvements (the back of an existing sidewalk, the line equal to the back of a future required sidewalk, or the back of the street curb where no sidewalk is required). However, for reverse street frontage the landscape widths shall be in accordance with adopted street cross-section designs.
- d. Where parkstrips have a minimum width of eight (8') feet, turf shall be limited to 30% of the total landscape street frontage area [see also VZC 15.40.090(5) for additional requirements]. This minimum quantity of trees, shrubs and vegetative groundcover shall be located between the curb and the landscape setback. The street frontage landscaping shall be designed and located to enhance the proposed development project and the streetscape.
- e. The installation of street trees, shrubs and vegetative groundcover shall be required for all applicable projects in an amount equal to or greater than one tree and ten (10) shrubs for every twenty (20) feet of street frontage or one (1) tree and ten (10) shrubs for every forty (40) feet of street frontage for residential subdivisions and vegetative groundcover as required to meet a minimum of sixty-five (65) percent of the total street frontage landscaped area.

Street Frontages



7. Cumulative Totals. Quantities of plants required by each of this Chapter which apply to that project submitted to the city for landscape approval shall be added together to calculate the minimum total quantity of plant materials required for that particular project.

SECTION 57: AMENDMENT "15.48.050 Regulations Based On Sign Type" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.48.050 Regulations Based On Sign Type

The Sign Standard Table governs the maximum height, sign area, location, and quantity restrictions unless otherwise noted below.

1. Freestanding Signs
 - a. All permanent freestanding signs shall be located a minimum of 50 feet from any other permanent freestanding sign on the same parcel.
 - b. All permanent freestanding signs shall be situated perpendicular to the street.
 - c. All permanent freestanding signs shall be of monument style only and shall complement the site architecture.
 - d. Landscaping shall be provided at the base of all permanent freestanding signage.
2. Drive-Thru Lane Signs
 - a. Where drive-thru uses are allowed, drive-thru lane signs are permitted
 - b. No more than two (2) drive-thru lane signs are allowed for a drive-thru business establishment.
 - c. The total maximum sign area shall not exceed fifty (50) square feet and six (6) feet in height.
 - d. A drive-thru lane freestanding sign shall be constructed with a solid base.
 - e. A computer display may be used.
3. Changeable Copy Sign
 - a. Changeable Copy signs shall have static displays that shall not change more than once every eight (8) seconds. Video, animation or special effects such as traveling, scrolling, fading, dissolving, and bursting shall not be permitted, except through a Sign Standard Waiver

- b. Shall not increase the brightness level by more than 0.3-foot candles over ambient brightness levels.
 - c. Changeable Copy signs which incorporate electronic message displays are required to have an automatic dimmer control to allow for automatic dimming of the intensity of the sign illumination and accommodate varying light conditions.
- 4. Flags
 - a. Flags or Flagpoles shall not be located within any public right-of-way.
 - b. Flagpoles shall have a maximum height of thirty-five (35) feet for residential and fifty (50) feet for commercial. Flagpoles over thirty (30) feet in height shall require a building permit.
 - c. No more than two (2) flagpoles per lot in residential districts, no more than three (3) flagpoles per lot in all other districts.
 - d. For each principal structure on a parcel, up to two (2) flag brackets or stanchions may be attached or placed for the display of flags.
 - e. The maximum sign area of a flag displaying a commercial message shall not exceed twenty-four (24) square feet in residential districts, thirty-five (35) square feet in all other districts. For the purpose of determining the sign area of a flag, only one side of the flag shall be counted.
- 5. Wall Signs
 - a. Signs may be either internally or externally illuminated
 - b. Excluding vertically integrated mixed-use buildings which contain retail uses on the ground floor, buildings excess of two stories shall be allowed only one (1) wall mounted sign per elevation, to be located in a sign band between the top of the upper story windows and the top of parapet. Said sign shall not be required to be located over the tenant's particular suite.
- 6. Awning Sign
 - a. Logos, symbols and graphics that do not include text may be allowed on the shed (slope) portion of an awning and shall not exceed fifty percent (50%) of the shed.
 - b. Lettering shall be located within the middle seventy percent (70%) of the valance area
 - c. Awnings shall not be lit from under the awning (back-lit) so that the awning appears internally illuminated
 - d. Awnings shall be regularly cleaned and kept free of dust and visible defects
- 7. Projecting Sign
 - a. Shall not be less than eight feet (8') above the surface over which they project in pedestrian areas
 - b. Shall not project into alley more than three feet (3') and shall not be less than fourteen feet (14') above the alley surface where vehicles are allowed
 - c. Internally illuminated projecting signs shall have opaque face panels so that only the letters, logos, numbers or symbols appear illuminated.
 - d. Shall not be closer than fifteen feet (15') to another projecting sign or a freestanding sign or five feet (5') from an interior property line or a line dividing Two (2) separate business frontages
 - e. May not project above the roof.
- 8. Development Promotional and Directional Sign
 - a. One sign per frontage, not to exceed **ninety-six (96) square feet** in area within residential, commercial, and industrial zones is permitted.
 - b. Each sign must be approved by the Community Development Director or authorized agent with a one (1) year limitation per approval. Renewals may be granted on a yearly basis but not to exceed two (2) years.
 - c. It is the intent of the City the Development Promotional Sign be displayed only during construction of the project.
 - d. Must be located only on property in which the sign is advertising with a two foot setback from all properties. Each must comply with all clear view requirements (Refer to Section 15.48.04.09)
- 9. Development Fencing Signage
 - a. Development fence signs are allowed during the duration of active construction and shall be removed upon issuance of a certificate of occupancy or final inspection of the project. Signage shall be printed on wrap material or designed within the fencing surface and shall not be attached to the wrap material or fence surface.
 - b. Development fence signs shall only contain information regarding the subject project, designers, contractors and site directional information.
 - c. Development fence signs shall not extend above the height or physical dimensions of the development fencing.
- 10. Wall Art and Building Murals
 - a. Wall art, and murals shall not exceed thirty percent (30%) of a building or structure facade.
 - b. For development located on private property, the Planning Commission may approve a higher area dedicated towards wall art or murals if the allowable square footage is reallocated from other facades of the same building.
 - c. Wall art or murals located within the public right-of-way or on a public facility shall be reviewed by the Arts, Recreation & Parks, Cultural, and Heritage Advisory Commission (ARCH) for a recommendation to the City Council for approval. The City Council may approve wall art or murals for areas greater than 30% of facade.
 - d. All lettering, logos, or symbols for advertising purposes shall meet the Wall Sign standards.
 - e. Wall art and murals shall not be permitted on single-family residential structures

SECTION 58: AMENDMENT “15.60.020 Definitions” of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.60.020 Definitions

Words not defined herein shall have a meaning consistent with Webster’s New Collegiate Dictionary, latest edition.

Abandon/Abandoned: Means a use that has been discontinued for a minimum period of one (1) year or a building, structure, sign, or other object that remains vacant or unused for a minimum period of one (1) year.

Abandonment: Any ~~act that results to abandon~~ nonconforming use, structure, or other nonconformity which is not thus occupied or so used for a continuous period of one year.

Access: The provision of vehicular and/or pedestrian ingress and egress to a lot, parcel, building, or structure.

Accessory Building: A building customarily incidental and clearly subordinate to the primary building and located on the same lot as the primary building.

Accessory Use: A use clearly incidental, subordinate and customarily found in connection to the primary use and located on the same lot as the primary use.

Active or Valid Building Permit: A Building Permit that has not expired.

Adjacent Property/Adjacent Landowners: A lot or parcel of property, or the owner of record of such, according to the records of the Utah County Recorder that has a common boundary line with a lot or parcel of property that is the subject of some action before the city.

Affected Entity: Means a county, municipality, independent special District under Title 17A, Chapter 2, Independent Special Districts, Local District under Title 17B, Chapter 2, Local Districts, School District, interlocal cooperation entity established under Title 11, Chapter 13, InterLocal Cooperation Act, specified public utility, or the Utah Department of Transportation, if:

1. The entity's services or facilities are likely to require expansion or significant modification because of an intended use of land;
2. The entity has filed with the municipality a copy of the entity's general or long-range plan; or
3. The entity's boundaries or facilities are within one mile of land that is the subject of a general plan amendment or land use Ordinance change.

Agent: The person with written authorization to represent a property owner.

Agriculture: An area which is used for the commercial production, keeping, or maintenance for sale of plants and domestic animals typically found in Utah County, or lands devoted to a soil conservation management program, but excluding the keeping of prohibited animals, Commercial Plant Nursery, as defined herein, Concentrated Animal Feeding Operation, as defined by the U.C.A., 1953, as amended, and subject to the Utah Pollutant Discharge Elimination System (UPDES), or similar activities.

Agricultural Building: A structure used in conjunction with an allowed agriculture use, and not for human occupancy, and complying with the requirements of § 58-56-4, U.C.A., 1953, as amended. To qualify as an agricultural building the structure must meet all requirements of § 58-56-4(1), U.C.A., 1953, as amended.

Alcoholic Beverages: Means and includes beer and liquor as defined in the State of Utah Alcoholic Beverage Control Act, as amended.

Alteration: Any change, addition, or modification in construction of a building or structure.

Animal Hobby Breeder: An individual who breeds animals, typically domestic pets such as dogs, cats, or other small animals, on a limited scale.

Animal Hospital: A facility for the diagnosis, treatment and hospitalization of animals, that may include indoor holding facilities only for the treatment and observation of animals but does not include any outdoor holding or boarding facilities, unless Outdoor Boarding Kennels are listed as an allowed use in the Zoning Use Matrix.

Apiary: Any place where one (1) or more colonies of bees are located.

Appeal Authority: The person, board, commission, agency, or other body designated by this Ordinance to decide an appeal of a decision of a Land Use Application or a Variance.

Applicant: Any person(s) presenting a Land Use Application for any Approval, Permit, or License required by a Land Use Ordinance.

Application/Land Use Application: Written requests for an Approval, Permit, or License and completed in a manner prescribed by this Ordinance for review and decision by a Land Use Authority.

Application, Complete: An Application that includes all information requested on the appropriate form, and payment of all applicable fees.

Application, Incomplete: An Application that lacks information requested on the appropriate form, or lacks the payment of all applicable fees.

Architectural Projection: Any projection which is not intended for occupancy and which extends beyond the face of an exterior wall of a building, but shall not include signs.

Assembly, Place of: The use of land for a meeting place where persons gather together for purposes of attending civic, social, religious functions, recreational events or entertainment performances on a regular or recurring basis including, but not limited to, religious institutions, banquet facilities, funeral homes, theaters, conference centers, stadiums, and indoor or outdoor recreational facilities.

Awning: A roofed structure placed to extend outward from the building providing a protective shield for doors, windows, and other openings supported by the building or other supports.

Base District: A Zoning District that establishes regulations governing land use and site development in a specific geographic area.

Basement: Any story partly underground and having at least one-half (1/2) its height below the average level of the adjoining ground area of the building having its floor below ground by at least one-half (1/2) of its height on all sides.

Bay Window: A window or series of windows forming a recess or bay from a room and projecting outward from the wall.

Beekeeper: A person who keeps honeybees in order to collect honey and beeswax and pollinate crops.

Beekeeping Equipment: Anything used in the operation of an apiary, such as hive bodies, supers, frames, veils, gloves, top and bottom boards, extractors or other equipment to handle or manipulate bees, honey, wax, or hives.

Berm: A mound of earth used as a site feature, or to shield, screen, and buffer uses, undesirable views and to separate land uses.

Best Management Practices (BMPs): A practice, or combination of practices, determined to be the most effective (including technological, economic, and institutional considerations) means of preventing or reducing disturbance or disruption to the natural environment.

Billboard: A freestanding sign designed or intended to direct attention to a business, product, or service that is not provided, sold, offered, or existing on the property where the sign is located.

Buildable Area: That area of a lot or parcel which is outside of any required setback areas and outside of any other areas regulated by this Ordinance.

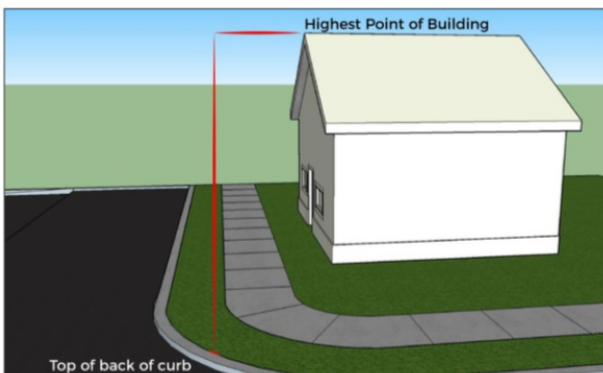
Building: Any structure, whether permanent or temporary, which is designed, intended, or used for occupancy by any person, business, animals, possessions, or for storage of property or materials of any kind.

Building Code: The International Building Code, as adopted by the city.

Building Facade: That portion of an exterior elevation of a building extending from the finished grade to the top of the parapet wall or eaves and the entire width of the building elevation.

Building Frontage: The horizontal, linear dimension of that side of a building abutting a street, a parking area, or other circulation area open to the public.

Building, Height: The vertical distance from the TOP OF THE BACK OF CURB to the highest point of the building or structure.



Building Line: The line circumscribing the buildable area of a lot.

Building Line, Front: A line parallel to the front lot line and at a distance there from equal to the required depth of the front yard setback and extending across the entire width of the lot or parcel.

Building Line, Rear: A line parallel to the rear lot line and at a distance there from equal to the required depth of the rear yard setback and extending across the entire width of the lot or parcel.

Building Line, Side: A line parallel to the side lot line and at a distance there from equal to the

required depth of the side yard setback and extending between the front and rear building lines.

Building Official: The person charged with the administration and enforcement of the Building Code of the City of Vineyard, or designee.

Building Permit: A Permit authorizing a construction activity.

Business: Means and includes all trades, occupations, professions, or activities carried on within the city for the purpose of gain or economic profit.

Carport: Roof structures open on at least two sides and subject to all requirements prescribed for a garage.

Cannabis Production Establishment: See USC Section 26-61a-102 Definitions.

Car Wash: A facility that offers the washing of motor vehicles and motorcycles by either machine or hand-operated mechanisms used principally for the cleaning, washing, polishing, or waxing of motor vehicles not exceeding 10,000 pounds Gross Vehicle Weight. A facility of this type may be able to accommodate more than one vehicle at the same time.

Certificate of Occupancy: A certificate issued by the Building Official authorizing occupancy of a building or structure requiring a Building Permit.

Check Cashing and Other Credit Services: Check cashing is defined as engaging in the business of a check casher as defined in the Utah Check Cashing Registration Act, Utah Code Section 7-23-101 et seq. (as amended). Check cashing is also defined as providing loans, cash advances, or other forms of credit upon presentation of a personal check or title to a vehicle to be held by the person or entity making the loan, cash advance, or providing the credit. Check cashing includes uses commonly known as payday advances/loans, deferred deposit loans, title loans, and other businesses of similar nature. However, the definition of check cashing does not include the providing of credit to finance the initial purchase of personal property, or the sale of such debt obligations to factor or financial institution that purchases debt instruments connected with such transactions in the normal course of its business. Banks, credit unions, and pawnshops are not included in the definition of check cashing.

Chemical Manufacturing, Storage, and Distribution (Existing): A use, existing and established in the city on January 1, 2008 and engaged in making of chemical products from raw or partially finished materials and the storage and distribution of such chemical materials and that by reason of materials, processes, products or waste may be hazardous or that by the emission of odor, dust, smoke, gases, noise, vibration, glare, heat or other impacts may impact adjoining properties, and which may include the parking and storage of distribution vehicles, and accessory activities.

Chief Executive Officer: Means the Mayor of the City of Vineyard. City Engineer: A registered Civil Engineer so appointed by the city.

Clear View Area: Areas at intersecting streets and driveways where unobstructed vision is maintained, as required by this Ordinance.

Clinical Support Housing: Residential housing whose occupancy is restricted to persons who are registered or employed as a patient, student, or staff member associated with the clinical or educational program of the facility or campus in which the housing unit or dormitory is located.

Cluster Development: A design that locates buildings in specific areas of a site to allow the remaining land to be used, but not limited to, recreation, open space, and preservation of sensitive land areas.

Code: The City of Vineyard Municipal Code, as adopted.

Colony: Bees in any hive including queens, workers, or drones.

Commercial Kennel: An establishment where four (4) or more dogs, older than four (4) months, are kept for the purpose of boarding, breeding, raising or training dogs for a fee or on a nonprofit basis.

Commercial Plant Nursery: A use wholly, or partially, contained within one or more greenhouses where trees, shrubs, flowers, or vegetable plants are grown and sold to retail or wholesale customers.

Commercial Recreation, Indoor: A use, either public or private, providing amusement, pleasure, or sport, which is operated entirely within an enclosed building, including but not limited to live theater, and movie houses, indoor tennis or pickleball, bowling, and skating, baseball batting cages, paintball, horse riding or similar activities. This use may include associated eating and drinking areas, retail sales areas and staff offices.

Commercial Recreation, Outdoor: An area or facility that offers entertainment or recreation outside. This use is limited to a golf driving range, baseball batting cages, riding arena, tennis or pickleball facility, miniature golf, and swimming pool, and may include, as accessory uses, associated eating and drinking areas, retail sales areas and staff offices. This use specifically excludes shooting range, go-cart, motor vehicle and/or motorbike tracks, or similar activities that may create noise, dust, or other nuisances to adjoining and surrounding uses.

Commission: The Planning Commission of the City of Vineyard.

Common Area: Facilities and yards under common ownership.

Common Ownership: Ownership of the same property by different persons.

Community Location: As defined by UCS 10-8-41.6 which include the following uses;

public or private kindergarten, elementary, middle, junior high, or high school; a licensed child-care facility or preschool; a trade or technical school; a church; a public library; a public playground; a public park; a youth center or other space used primarily for youth oriented activities; a public recreational facility; a public arcade; or a homeless shelter.

Commuter and Light Rail Facilities and Station: A rail transit system that covers long distances, usually with less frequent station spacing and train times than light rail that runs on a separate right-of-way from cars, and often sharing an existing freight corridor. Light rail transit systems can run along city streets or in a separate right-of-way. Station areas are located along the transit lines to link park-and-ride lots with the transit system.

Composting Facility: A facility where organic materials are converted into a humus-like material under a process of managed biological decomposition or mechanical processes. Normal backyard composting and composting incidental to agricultural operations are exempted from this use classification.

Conditional Use: A land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas, or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

Constitutional Taking: A governmental action that results in a taking of private property so that compensation to the owner of the property is required by the:

1. Fifth or Fourteenth Amendment of the Constitution of the United States; or
2. Utah Constitution Article I, Section 22.

Construction: The materials, architecture, assembly, and installation of a building or structure.

Construction Activity: All grading, excavation, construction, grubbing, or other site preparation or development activity which disturbs or changes the natural vegetation, grade, or any existing building or structure, or the act of adding an addition to an existing building or structure, or the erection of a new primary or accessory building or structure on a lot or parcel.

Construction Sales and Service: An establishment engaged in the retail or wholesale sale of materials and services used in the construction of buildings or other structures. Typical uses include lumberyards, home improvement centers, lawn and garden supply stores, electrical, plumbing, air conditioning and heating supply stores.

Contractor's Office/Storage Yard: A facility providing building construction and maintenance services including carpentry, plumbing, roofing, electrical, air conditioning and heating, with a base of operations and which may include the indoor and outdoor storage of building materials, equipment, or vehicles used by the construction business.

Corral: A space, yard, or other unenclosed area, other than a building, used for the confinement of animals.

Council: The City Council of the City of Vineyard.

County: The unincorporated area of Utah County, or the Board of County Commissioners of Utah, Utah.

Cul-de-sac: A street with only one (1) outlet and an area for the safe and convenient turning around of traffic.

Culinary Water Authority: The department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.

Cut: The process of lowering the natural grade of the ground, or the depth or the volume of such material removal.

Daycare Facility, Commercial: A facility, operated by a person qualified and licensed by the State of Utah, which provides children with day care and/or preschool instruction as a commercial business and complying with all applicable State standards and licensing and having regularly scheduled, ongoing enrollment for direct or indirect compensation that provides child care for less than twenty-four (24) hours per day. Commercial Daycare Facilities excludes the following:

1. Kindergartens or nursery schools or other daytime programs operated by public or private elementary or secondary schools or institutions of higher learning;
2. Facilities operated in connection with a fitness center, shopping center or other activity where children are cared for temporarily while parents or custodians of the children are occupied on the premises or are in the immediate vicinity and readily available;
3. Special activities or programs, including athletics, crafts instruction and similar activities, conducted on a periodic basis by civic, charitable, private, or governmental organizations; or
4. Clearly identified as an Accessory Use.

Decibel (dB): A unit of measure used to express intensity of noise.

Declaration: The legal instrument by which property is subjected to the provisions of the State of Utah Condominium Ownership Act, or a declaration of covenants, conditions, and restrictions.

Dedication: The setting aside of land by an owner for any public use for the enjoyment of the public and owned by a public agency.

Demolish or Demolition: Any act or process that destroys in part or in whole a building or structure.

Density: The intensity or number of nonresidential and residential uses expressed in terms of unit equivalents per acre or lot or units per acre.

Density, Base: The number of dwelling units per acre allowed by a Zoning District.

Density, Incentive: The number of additional dwelling units per acre allowed in addition to the base density.

Developer: Any person or organization that develops, or intends to develop or sell property for the purpose of future development subject to the provisions of this Ordinance, or other Land Use Ordinances.

Development Activity: Any of the following: (a) Any man-made change to improved or unimproved lands, including but not limited to buildings or structures, mining, dredging, filling, grading, paving, excavation or drilling operations; (b) Any construction, reconstruction, or expansion of a building, structure, or use; (c) Any change in the use of a building or structure; (d) Any change in the use of land that creates additional demand and need for public facilities or services; (e) The act of subdividing; or (f) The act, process or result of developing.

Development Agreement: A contract between an Applicant or owner and the Council pursuant to the provisions in this Ordinance.

Development Site: The perimeters and total area of a tract, lot, or parcel of land intended to be used for a development activity.

Development Standards: Established regulations concerning lot areas, yard setbacks, building height, lot coverage, open space and any other special regulations deemed necessary to accomplish the purpose of this Ordinance or other Land Use Ordinances.

Disability: Disability means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such impairment or being regarded as having such impairment. (§ 57-21-2(9)(a) U.C.A., 1953, as amended). Disability does not include current illegal use of, or addiction to any Federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802. (§ 57-21-2(9)(b) U.C.A., 1953, as amended). Disability does not include placement in lieu of confinement, rehabilitation, or treatment in a correctional facility.

Distribution Center: A facility where the storage and distribution of goods and materials occurs inside a fully enclosed building and which may include the parking and storage of distribution vehicles, and accessory activities.

Domestic Livestock and Fowl: Limited to domesticated horse (*Equus caballus*), domesticated cattle (*Bos taurus* and *Bos indica*), domesticated sheep (*Ovis aries*), domesticated goat (*Capra hircus*) and domestic fowl [for the purpose of laying eggs](#). Domestic Livestock and Fowl do not include inherently or potentially dangerous animals, fowl, reptiles, or exotic animals.

Driveway: A private access, the use of which is limited to persons residing, employed, or otherwise using or visiting the parcel on which it is located.

Drive-Through Facility: A facility which by design, physical facilities, service or packaging procedures, encourages or permits customers to transact business or receive services or goods while remaining in their motor vehicles.

Dwelling, Accessory Unit: An attached dwelling unit to a single-family home, or located above a detached garage serving a single-family home which is located on the same lot as the single-family home designed to be clearly subordinate to the principle dwelling. An accessory dwelling unit provides complete, independent living facilities with a separate dwelling entrance than the principle dwelling.

Dwelling, Accessory Unit for Owner or Employee: An attached, or detached, dwelling unit for an employee or owner and incidental and clearly subordinate to the existing primary building or use and located on the same lot as the primary building or use.

Dwelling, Condominium: An individually owned dwelling unit, the ownership of which includes an undivided interest in the land and other common areas and facilities, as provided and recorded in a property deed or other instrument, as required by Utah law, and which is typically maintained by an association of the owners. Must meet allowed density requirements.

Dwelling, Multiple-Family: A building containing three (3) or more dwelling units.

Dwelling, Single-Family: A building containing one (1) dwelling unit.

Dwelling, Two-Family: A building containing two (2) attached dwelling units.

Dwelling Unit: A building, occupied by no more than one (1) family as defined herein, containing one (1) or more rooms and one (1) kitchen and including areas for living and sleeping, designed to be used for human occupancy, and complying with all provisions of the Building Code.

Dwelling Unit, Manufactured: A transportable factory built housing unit constructed on or after June 15, 1976, according to the Federal Home Construction and Safety Standards Act of 1974 (HUD Code), in one or more Sections, which, in the traveling mode, is eight (8) feet or more in width or forty (40) feet or more in length, or when erected on site, is four hundred (400) or more square feet, and which is built on a permanent chassis and is designed to be used as a dwelling unit with, or without a permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.

To meet the requirements of this Ordinance and State laws, when erected on the site the home must be at least 24 feet in width at the narrowest dimension, have exterior and roofing materials acceptable to the Building Code, as adopted by the City of Vineyard, have a

minimum roof pitch of 2:12, and be located on a permanent foundation, in accordance with plans providing for vertical loads, uplift, and lateral forces and frost protection in compliance with the Building Code. All appendages, including carports, garages, storage buildings, additions, or alterations must be built in compliance with the Building Code. The manufactured dwelling must be connected to the required utilities, including plumbing, heating, air-conditioning, and electrical systems. All manufactured dwelling units constructed on or after June 15, 1976, shall be identifiable by the manufacturer's data plate bearing the date the unit was manufactured and a HUD label attached to the exterior of the home certifying the home was manufactured to HUD standards. A Manufactured Dwelling Unit shall be identified as real property on the property assessment rolls of Utah County.

Earth Station: A communication facility which transmits and/or receives signals to and from an orbiting satellite using satellite dish antennas.

Easement: That portion of a lot, parcel, or tract reserved for present or future use by a person or agency other than the fee owner(s) of the property. The easement may be for use under, on, or above said lot, parcel, or tract.

Educational Facility: Public schools, colleges or universities qualified by the State of Utah Board of Regents or State of Utah Board of Education to provide academic instruction. Privately owned buildings and uses for educational activities that has a curriculum for technical or vocational training, kindergarten, elementary, secondary or higher education.

Elderly Person: A person who is 60 years old or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.

Emergency Care Facility: A facility or licensed healthcare provider providing emergency medical or dental or similar examination, diagnosis, treatment and care on an outpatient basis only.

Environmental Remediation: Removal and processing of on-site waste and/or contaminated materials for the purposes of remediation of the site for future use. All uses in this category are considered temporary for the duration of the remediation process and do not include importation of waste for processing. Such uses shall comply with the provisions for separation of uses and performance standards contained herein.

EPA: The United States Environmental Protection Agency.

Escrow: A deposit of cash with the city, or approved alternate in lieu of cash, held to ensure the performance of a task or a maintenance guarantee.

Event Center: A facility that primarily functions for any type of social gathering and consisting of multipurpose meeting and/or recreational facilities, typically consisting of one or more meeting or multipurpose room and a kitchen and/or outdoor cooking facilities, that are available for use by various groups for such activities as meetings, parties, weddings, receptions, and dances.

Excavation: The removal of boulders, gravel, rocks, earth, or similar naturally occurring deposits from its natural position.

External Illumination: Lighting that illuminates a building or structure, parking area, or other outside area from a location outside of the building or structure.

Family: A person living alone, or any of the following groups living together as a single housekeeping unit and sharing common living, sleeping, cooking and eating facilities: (a) Any number of people who are related by blood, marriage, adoption, or court sanctioned guardianship together with any incidental domestic or support staff who may or may not reside on the premises; or (b) four (4) unrelated people; or (c) two (2) unrelated people and any children related to either of them. "Family" does not include any group of individuals whose association is temporary or seasonal in nature or who are in a group living arrangement because of criminal offenses.

Farmer's Market: An area used for the sale of fresh produce and related food items, which may have outdoor storage and sales. A farmers' market may provide space for one or more vendors.

Fence: A barrier or obstruction of any material, with the purpose or intent, or having the effect, of preventing passage or view across the fence line.

Fence, Open: A fence which permits vision through more than fifty percent (50%) of each square foot more than eight (8) inches above the natural or finished grade.

Fence, Sight Obscuring: A fence which permits no vision (0%) through any part of the fence more than eight (8) inches above the natural or finished grade.

Fill: The process of raising the natural grade of the ground, or the depth or the volume of such material.

Financial Institution: A financial company or corporation providing the extension of credit, and the custody, loan or exchange of money; but not including Pawnshops.

Firework Stand: A temporary structure or facility where fireworks are sold to the public.

Fiscal Impact Analysis: An analysis that describes the current or anticipated effect upon the public costs and revenues imposed by a development activity.

Flammable Liquids or Gases Manufacture, Storage and Distribution: A facility which may produce, store and/or distribute flammable liquids and gases and which may include the parking and storage of distribution vehicles, and accessory activities.

Flood or Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland waters; including streams, creeks and rivers and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM): An official map of a community on which the United States Federal Emergency Management Agency has delineated areas of flood hazard.

Flood Insurance Study: The official report provided by the United States Federal Emergency Management Agency that include flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

Flood Plain, 100 Year: An area where a peak flow magnitude has about a 1 percent (1%) chance of being equaled, or exceeded in any year. The area is based on statistical analysis of stream flow records available for the watershed and analysis of rainfall and runoff characteristics in the general region of the watershed. The flood would have an average frequency of occurrence of about once in one hundred (100) years.

Floor Area, (Gross Floor Area): The sum of the footage contained within all buildings or structures on a site measured from the outside wall surfaces and including basements, garages, porches, utility rooms, stairways, recreation rooms and storage rooms, but excluding unroofed balconies and patios.

Floor Area, (Net Floor Area): The sum of the footage contained within all buildings or structures on a site measured from the inside wall surfaces including basements but excluding, garages, porches, utility rooms, stairways, storage rooms, and unroofed balconies and patios.

Floor Area, (Total): The sum of the gross floor area of all floors of a building and its accessory buildings located on the same lot. All dimensions shall be measured from the exterior faces of the exterior walls.

Floor Area Ratio: The total gross floor area of a building divided by the area of the lot on which it is located.

Foot Candle: A unit for measuring the amount of illumination on a surface.

Frontage: All the property fronting on one (1) side of the street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of dead-end street, or political subdivision boundary, measured along the street line.

Funeral Home: An establishment where the dead are prepared for burial or cremation and which may include areas for embalming, performing of autopsies and the storage of funeral supplies and vehicles and where funerals may be held.

Garage: An accessory building or an accessory portion of the main building used for the storage of motor vehicles, and in which no occupation or business is conducted.

General Plan: The City of Vineyard General Plan, as adopted.

Geologic Hazard: A hazard inherent in the crust of the earth, or artificially created, which is dangerous, or potentially dangerous to life, property or improvements, due to the movement, subsidence, or shifting of the earth. The term includes, but is not limited to, unstable slopes, faulting, landslides, and rock falls.

Golf Course: An area used for the purposes of playing golf, but which may include associated restaurants, commercial retail sales areas, and course maintenance facilities.

Grade, Finished: The finished elevation of the surface of the land after the completion of any development activity or other excavation.

Grade, Natural: The elevation of the surface of the land prior to any development activity or excavation.

Grading: An excavation, cut or fill, or the act of excavating, either cutting or filling.

Groundwater: Any water that may be drawn from the ground.

Groundwater Discharge Area: An area where the direction of groundwater movement is upward from the principal aquifer to the shallow unconfined aquifer.

Grubbing: The removal or destruction of vegetation, including disturbance to the root system or soil surface by mechanical, chemical, or other means.

Guarantee: Any form of security including cash, a letter of credit, or an escrow agreement in an amount and form satisfactory to the city.

Hard-Surfaced: Covered with concrete, brick, asphalt, or other impervious material.

Hazardous Waste: A material as defined by the United States Environmental Protection Agency.

Health and Fitness Facility: A business or membership organization providing exercise facilities and/or nonmedical personal services to patrons, including, but not limited to, gymnasiums, private clubs (athletic, health, or recreational), tanning salons, and weight control establishments.

Health Department: The Utah County Health Department.

Heliport: An area used for the landing and taking off of rotary wing aircraft but not including the regular repair or maintenance of such aircraft or the sale of goods or materials to users of

such aircraft.

Hive: A frame hive, box hive, barrel, log, gum skep, or other artificial or natural receptacle that may be used to house bees.

Holiday Decorations: Displays of a primarily decorative nature commonly associated with any national, Local, or religious holiday.

Home Day Care: The care of children who are family and non-family members in an occupied dwelling unit, and complying with all State standards and licensing, by a resident of the dwelling unit at least twice a week for more than three (3) children, but fewer than ten (10) children. The total number of children being cared for shall include children under the age of four (4) years residing in the dwelling unit, who are under the supervision of the provider during the period of time the childcare is provided. When a caregiver cares for only three (3) children under age two (2), the group size, at any given time shall not exceed six (6). If there are eight or more children, there must be two or more providers present.

Home Occupation: An activity carried out for gain by a resident of the dwelling unit, identified, and conducted in compliance with the requirements of this Ordinance, as applicable.

Home Preschool: A preschool program complying with all State standards and licensing for non-family members in an occupied dwelling unit, by residents of that dwelling unit, in which lessons are provided for not more than ten (10) children for each session of instruction. If there are eight or more children, there must be two or more providers present. Sessions shall last for not more than four (4) hours and shall not overlap. Individual children may attend only one (1) preschool session in any 24-hour period.

Honeybee: The common honeybee, *Apis mellifera* species or any hybrid thereof, at any stage of development, but not including the African honeybee.

Hospital: A facility licensed by the State of Utah Department of Health providing health services primarily for human inpatient, medical and/or surgical care for the sick or injured, and including the related facilities such as laboratories, outpatient departments, training facilities, central service facilities, and staff offices which are an integral part of the facilities.

Hotel: A building and associated facilities offering overnight accommodations for guests, with access provided through a common entrance, lobby or hallway to individual guestrooms, and which may include additional services, such as restaurants, conference and meeting rooms, entertainment, and recreational facilities.

Extended Stay Hotel: A building and associated facilities offering overnight accommodations for guests, with access provided through a common entrance, lobby or hallway to individual guestrooms which have provisions for cooking.

Household Pets, Noncommercial: Domesticated animals and birds ordinarily allowed in a dwelling unit and kept for company or pleasure of the owner, including, but not limited to dogs, cats, and caged birds. Household Pets do not include domestic livestock or fowl, as defined herein or inherently or potentially dangerous animals, fowl, reptiles, or exotic animals.

Hybrid Production Facility: A commercial operation or use, on one or more premises where finished consumer goods are manufactured or produced and those same goods are offered for sale to the general public. Hybrid production facilities must be similar in size, scale and scope of operation with adjacent or nearby uses.

Identical Plans: Means building plans submitted to the City of Vineyard that are substantially identical to building plans that were previously submitted to and reviewed and approved by the City of Vineyard Building Official and describe a building that is:

1. Located on land zoned the same as the land on which the building described in the previously approved plans is located; and
2. Subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

Illegal Building/Structure: A building or structure, or portion thereof, established without securing the necessary Approvals, Permits, or Licenses, as required by this Ordinance, the adopted Building Code, or their prior enactments.

Illegal Lot: A lot created that has not received the necessary Approvals, Permits, or Licenses, as required by the city's Land Use Ordinances.

Illegal Use: A use established without receiving the necessary Approvals, Permits, or Licenses, as required by the city's Land Use Ordinances.

Impact Analysis: A determination of the potential effect(s), including but not limited to environmental, fiscal, social, matters, etc. upon the city or a Section of the city.

Impervious Material or Surface: Material that is impenetrable by water.

Improvements: Curbs, gutters, streets, roads, sidewalks, utilities, grading, paving, landscaping, water and sewer systems, drainage systems, fences, fire hydrants, street lights, parks, public facilities, amenities and other such requirements of this Ordinance.

Intensity: The degree of a quantitative or qualitative measurement associated with a use of land or building.

Internal Illumination: Lighting by means of a light source that is located within a building structure, or other object including a sign, or portions or letters of a sign.

Kennel, Commercial: ~~A facility providing for indoor commercial boarding, grooming or training of household pets not owned by the owner or occupant of the premises.~~

Kennel, ~~Outdoor~~ Commercial: A facility providing for the indoor and/or outdoor commercial boarding, grooming or training of household pets not owned by the owner or occupant of the premises.

Land Use: The manner in which land is occupied or used.

Land Use Application: All Applications required by this Ordinance, and the city's other Land Use Ordinances, and required to initiate the review procedures for any required Approval, License, or Permit by a Land Use Authority.

Land Use Approval: Any authorization received from a Land Use Authority that permits the commencement of a development activity.

Land Use Authority: Means a person, board, commission, agency, or other body designated by the Council to act on a Land Use Application.

Land Use Ordinance: Means a planning, Zoning, development, or subdivision Ordinance of the City of Vineyard, including this Ordinance, but does not include the City of Vineyard General Plan.

Landscaping: Materials and treatments that include naturally growing elements such as grass, trees, shrubs, and flowers. Landscaping may also include the use of rocks, fountains, benches, and contouring of the earth when authorized by a Land Use Authority.

Laundry, Commercial: An establishment primarily engaged in the provision of laundering, dry cleaning, or dyeing services other than retail services establishments. Typical uses include bulk laundry and cleaning plants, diaper services, and linen supply services.

Laundry, Self Service or Dry Cleaning: An establishment providing home-type washing, drying, and/or ironing machines, household laundry and dry-cleaning services.

Legal Building/Structure: A building or structure, or portion thereof, established after receiving the necessary Approvals, Permits, or Licenses, as required by the Land Use Ordinances and complying with the requirements of the Land Use Ordinances and Building Code.

Liquor Store: An establishment owned and operated by the State of Utah and primarily engaged in the sale of alcoholic beverages.

Lot, Legal: A lot that has received the necessary Approvals, Permits, or Licenses, as required by the city's Land Use Ordinances, or their prior enactments.

Legal Lot of Record: Any lot, parcel or tract of land that existed, as recorded in the Office of the Utah County Recorder, with a separate property identification number as provided by the Office of the Utah County Recorder and Office of the Utah County Assessor, prior to the date of the adoption of the first Vineyard Subdivision Ordinance, and all lots, parcels, and tracts of land that were legally created pursuant to the subdivision requirements of the city's Land Use Ordinances and the laws of the State of Utah after the date of the adoption of the first City of Vineyard Subdivision Ordinance.

Legal Use: A use complying with the requirements of this Ordinance.

Legislative Body: The City Council of Vineyard, Utah.

Light Source: A point of lumination that emits a measurable radiant energy in or near the visible spectrum.

Limits of Disturbance: The area of a lot, parcel, or tract of land in which all development activity or construction must be contained including all impervious surfaces, buildings, structures, parking areas, driveways, etc.

Lot: A parcel of land occupied or proposed to be occupied by a building or structure, together with such yards, open spaces, lot width and lot area as are required by this Ordinance.

Lot Area: The total land area of a lot, parcel, or tract of land.

Lot Coverage: The total horizontal area of a lot, parcel, or tract of land covered by any impervious surface, including buildings, structures, parking areas, driveways, etc.

Lot Depth: The horizontal distance from a front lot line to a rear lot line.

Lot, Interior: A lot, parcel, or tract of land, other than a corner lot.

Lot, Irregular: A lot whose rear property line is not generally parallel to the front property line such as a pie-shaped lot on a cul-de-sac, or where the side property lines are not parallel to each other.

Lot Line: A line bounding a lot, parcel, or tract of land that divides one (1) lot, parcel, or tract from another, or from a street. See also Property Line.

Lot Line Adjustment: The relocation of the lot line or property boundary line in a subdivision between two adjoining lots with the consent and agreement of the owners of record.

Lot Line, Front: A lot line separating a lot from an existing street right-of-way or, where a new street is proposed, the proposed street right-of-way line.

Lot Line, Rear: The lot line generally opposite and most distant from the front lot line.

Lot Line, Side: Any lot line that is not a front lot line or rear lot line. A side lot line separating one (1) lot from another is an interior side lot line.

Lot, Corner: A lot abutting on two (2) intersecting streets where the interior angle of intersection or interception does not exceed one hundred thirty-five degrees (135°).

Lot, Double Frontage: A lot abutting two (2) parallel or approximately parallel streets.

Lot, Illegal: A lot that has not received the necessary Approvals, Permits, or Licenses, as required by the city's Land Use Ordinances and State laws, or their prior enactments.

Lot, Noncomplying (Legal): A lot, parcel or tract of land that: (a) Legally existed before its current Zoning designation; and (b) Has been shown as a separate lot, parcel, or tract continuously on the records of the Utah County Recorder as an independent parcel since the time the Zoning requirements governing the lot, parcel or tract changed; and (c) Because of subsequent Zoning changes does not now conform with the requirements of the Zoning District in which the lot, parcel or tract is located.

Lot, Noncomplying (Illegal): A lot, parcel or tract of land that: (a) Was created without receiving the necessary Approvals, Permits, or Licenses, as required by the city's Land Use Ordinances and State laws, and their prior enactments, and (b) Does not conform with the requirements of the Zoning District in which the lot, parcel or tract is located.

Lot Width: For an interior lot or parcel, the shorter of horizontal distance between side lot lines, measured at the required front yard setback line or rear setback line. For a corner lot, the distance between one (1) of the front lot lines and the opposite side yard line at the required setback line.

LUDMA: Means the "Municipal Land Use, Development, and Management Act," as provided by Chapter 10-9a, U.C.A., 1953, as amended.

Lumen: A measurement of light output or the amount of light emitting from a luminaire.
Luminaire: A lighting unit consisting of a light source and all necessary mechanical, electrical, decorative, light shielding and hooded parts.

Luminaire, Cutoff-Type: A luminaire with shields, reflectors, refractors, or other such elements that direct and cut-off emitted light.

Luminaire, Shielded, Fully: Luminaires that are constructed so that no light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

Luminaire, Shielded, Partially: Luminaires that are constructed so that no more than ten percent (10%) of the light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

Manufacturing, Heavy: The assembly, fabrication or processing of large or bulky goods and materials which typically require extensive building areas or land areas using raw materials or previously prepared materials, using processes and that may have impacts on the use and enjoyment of adjacent property in terms of noise, smoke, fumes, odors, glare, or health and safety hazards.

Manufacturing, Light: The assembly, fabrication or processing of goods and materials using processes that are not offensive or create any odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts to adjacent property, nor create any health and safety hazards by way of materials, process, product or waste, and where all assembly, storage, fabrication or processing is conducted within a building or structure and where all, equipment, compressors, generators and other ancillary equipment is located within a building or structure.

Medical Clinic: An organization of doctors, dentists, or other health care professional providing physical or mental health service and medical or surgical care of the sick or injured but which does not include in-patient or overnight accommodations.

Medical Laboratory: An establishment that conducts basic medical or dental research and analysis. This term does not include a facility providing any type of in-house patient services typically provided by hospitals and clinics.

Medical Practitioners: A licensed professional who provides healthcare services to individuals. This includes physicians, surgeons, dentists, chiropractors, optometrists, psychiatrists, or other medical professionals who diagnose, treat, or prevent illness or injury.

Medical Spa: A facility that provides aesthetic, wellness, and medically supervised cosmetic treatments. Such services may include skin rejuvenation, laser treatments, injectable therapies (e.g., Botox and dermal fillers), IV therapy, body contouring, and other non-surgical medical procedures.

Mixed Use: The location and arrangement of a combination of compatible residential and nonresidential uses on the same lot or within the same building, and complying with the requirements of this Ordinance.

Mobile Food Court: A designated area or lot where multiple food vendors, such as food trucks, operate.

Model Home: A dwelling unit having all of the following characteristics:

1. The dwelling unit is constructed upon a lot in a subdivision for which a Final Plat has been recorded.
2. The dwelling unit is intended to be temporarily utilized as an example of the dwelling units that are proposed to be built in the same subdivision.

Moderate Income Housing: Housing occupied or reserved for occupancy by households with a gross household income equal to or less than eighty percent (80%) of the median gross income for households of the same size in Utah County.

Moderate Income Housing Plan: A written document conforming to the requirements of

LUDMA.

Monument: A permanent survey marker established by the Utah County Surveyor and/or a survey marker set in accordance with the City Engineer's specifications and referenced to Utah County survey monuments.

Motel: A building or group of buildings containing guest rooms, some or all of which have a separate entrance leading directly from the outside of the building with a garage or parking space located on the same lot and designed, used or intended wholly or in part for the overnight accommodations of guests and their vehicles.

Motor Home: A unit primarily designed as a temporary dwelling for recreational and vacation use, which is either self-propelled or is mounted on or pulled by another vehicle, including, but not limited to, a travel trailer, a camping trailer, a truck camper, a motor home, a fifth wheel trailer, and a caravan.

Motor Vehicle Fueling Station: A facility providing the retail sale and direct delivery to motor vehicles of fuel, including electric charging stations, lubricants and minor accessories, and retail sales for the convenience of the motoring public.

Municipality: The City of Vineyard, Utah, or other incorporated area.

Museum: An institution for the acquisition, preservation, study and exhibition of works of artistic, historical or scientific value and for which any sales relating to such exhibits are incidental and accessory to the exhibits presented.

Natural Features: Non-man-made land characteristics, including but not limited to slopes, wetlands, streams, rock outcroppings, lava fields, intermittent drainage channels, and vegetation.

Natural State: Land that has not been subjected to grading, removal of vegetation or any development activity.

Natural Vegetation: Vegetation existing on a lot or parcel prior to any grading, development activity or man-made plantings.

Natural Waterways: Those areas, varying in width, along the course of a permanent or intermittent river, stream, creek, or gully.

Nominal Fee: A fee that reasonably reimburses the city only for time spent and expenses incurred in:

1. Verifying that building plans are identical plans; and
2. Reviewing and approving those minor aspects of identical plans that differ from the previously reviewed and approved building plans.

Noncombustible Material: Any material that will not ignite at or below a temperature of one thousand two hundred degrees Fahrenheit (1,200°F) during an exposure of five (5) minutes, and will not continue to burn or glow at that temperature.

Noncomplying Structure: A structure that:

1. Legally existed before its current land use designation; and
2. Because of one or more subsequent land use Ordinance changes, does not conform to the setback, height restrictions, or other regulations, excluding those regulations, which govern the use of land.

Nonconforming Use: A use of land that:

1. Legally existed before its current land use designation;
2. Has been maintained continuously since the time the land use Ordinance governing the land changed; and
3. Because of one or more subsequent Land Use Ordinance changes, does not conform to the regulations that now govern the use of the land.

Nonresidential Uses: Means the uses identified in the Tables of Uses – Nonresidential Zoning Districts.

Nonresidential Zoning District/Nonresidential Zones: Means the Commercial Districts and Industrial Districts.

Nursing Care Facility: A healthcare facility, other than a hospital, constructed, licensed and operated to provide patient living accommodations, twenty-four (24) hour staff availability, and at least two (2) of the following patient services:

1. a selection of patient care services, under the direction and supervision of a registered nurse, ranging from continuous medical, skilled nursing, psychological or other professional therapies to intermittent health related or paraprofessional personal care services;
2. a structured, supportive social living environment based on a professionally designed and supervised treatment plan, oriented to the individual's habilitation or rehabilitation needs; or
3. a supervised living environment that provides support, training or assistance with individual activities of daily living.

Nursing Home, Convalescent Care Center: A facility that provides 24-hour residential care to persons who are not related by blood, marriage, or adoption to the owner, operator, or manager of the facility. A Nursing Home or Convalescent Care Center provides some level of skilled nursing or medical service to the residents.

Office: A type of business use where a building, room, or other space and where executive,

management, administrative or professional services are provided, except medical services, and excluding the sale of merchandise, except as incidental to a principal use. Typical uses include real estate brokers, insurance agencies, investment firms, employment agencies, travel agencies, advertising agencies, secretarial services, data processing, professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

Official Map: A map adopted by the Council and recorded in the Utah County Recorder's Office that:

1. Shows actual and proposed rights-of-way, centerline alignments, and setbacks for highways and other transportation facilities;
2. Provides a basis for restricting development in designated rights-of-way or between designated setbacks to allow the government authorities time to purchase or otherwise reserve the land; and
3. Has been adopted as an element of the City of Vineyard General Plan.

Official Zoning Map/Zoning Districts Map: The map adopted by the Council showing the geographic location of Zoning Districts.

Off-Street: Entirely outside of any city right-of-way, street, access easement, or any private access drives.

Open Space: Land areas that are not occupied by buildings, structures, parking areas, streets, or roads. Open space may be devoted to landscaping, preservation of natural features, and recreational areas and facilities.

Outdoor Display of Products or Merchandise: The storage of goods or product in an open, unenclosed area, including but not limited to, automotive, truck, recreational vehicle, trailer, and manufactured home sales lots, repair yards, open storage areas, and all similar outside display and storage areas of goods, materials, equipment, and vehicles.

Overlay District: A Zoning District, with its accompanying requirements, that is applied to an area that may place additional development standards on a Zoning District. Development in an overlay District must conform to the base District as well as the overlay Zoning requirements.

Owner: Any person who alone, jointly or severally with others, has a legal or equitable title to property.

Parcel of Land: ~~An area of land, with a separate property identification number, as provided by the Office of the Utah County Recorder~~ Means the smallest separately segregated unit of plot of land, with person(s) identified as owner(s); having boundaries and surface area, which is documented and given a property number by Utah County.

Park: A playground, or other area or open space providing opportunities for active or passive recreational or leisure activities.

Park and Ride Facility: A parking area and transit facility, the purpose of which is to allow the parking of motor vehicles with a connection to mass transit service.

Park Strip: The area located between the edge of asphalt or curb and the sidewalk, trail, or property line.

Parking Area/Parking Lot: An enclosed or unenclosed area, other than a street, and used or designed for the parking of four (4) or more vehicles.

Parking Space/Stall: An enclosed or unenclosed area used for parking or storage of one (1) automobile.

Pawnshop: Any person or establishment engaged in any of the following:

1. Lending money on deposit of personal property;
2. Dealing in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledger or depositor;
3. Lending or advancing of money on personal property by taking chattel mortgage security thereon and taking or receiving possession of such personal property; or
4. Selling unredeemed pledged personal property together with such new merchandise as will facilitate the sale of such property.

Permanent Cosmetics: the practice of applying pigment to the skin in a way that mimics the appearance of makeup, but with long lasting or permanent results.

Permitted Use: For the purposes of this Ordinance shall include P-1 and P-2 Uses.

Personal Care Service: An establishment primarily engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include beauty and barbershops, custom tailoring and seamstress shops, electrolysis studios, portrait studios, shoe repair shops, tailors, permanent cosmetics, tanning and nail salons, and weight loss centers. The term excludes "Tattoo Establishment."

Person: An individual, corporation, partnership, organization, association, trust, governmental agency, or any other legal entity.

Pervious Material or Surface: Material that is penetrable by water.

Pharmacy: Any place where prescription drugs are dispensed, but does not include the dispensing of medical cannabis or associated products.

Pharmacy, Medical Cannabis: See USC Section 26-61a-102 Definitions.

Planning Commission: The Planning Commission of the City of Vineyard, Utah.

Plat: A map or other graphical representation of lands being laid out and prepared in accordance with LUDMA.

Plat, Final: A drawing prepared in accordance with the Land Use Ordinances showing the final design of a land division and complying with all standards and requirements of best surveying practice and in a form required by the Utah County Recorder's Office for recordation.

Plat, Preliminary: A drawing prepared in accordance with the Land Use Ordinances showing the design of a proposed land division.

Power Plant: An electrical energy generating facility with generating capacity of more than 50 megawatts and any appurtenant and associated facilities.

Primary Building: The principal building located on a lot, parcel, or tract of land and designed or used to accommodate the primary use.

Primary Use: The principal purpose for which a lot, parcel, tract, or building is designed, arranged or intended, or for which it is occupied or maintained.

Private Club: Any nonprofit corporation operating as a social club, recreational, fraternal or athletic association, or kindred association organized primarily for the benefit of its stockholders or members. A Private Club that serves liquor shall maintain compliance with all applicable state laws.

Private Drive: A non-dedicated thoroughfare used exclusively for private access to a lot, parcel, or tract of land.

Property: Any lot, parcel, or tract of land, including improvements thereon, and recorded as real property in the Office of the Utah County Recorder.

Property Line: The boundary line of a lot, parcel, or tract.

Public: That which is under the ownership or control of the United States Government, Utah State or any subdivision thereof, Utah County, or the City of Vineyard (or any departments or agencies thereof).

Public Art: Original tangible works created by an artist for the purpose of enhancing public space. These works include, but not limited to paintings, murals, inscriptions, stained glass, fiber work, statues, reliefs or other sculpture, and monuments.

Public Hearing: A hearing at which citizens of the City and members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

Public Improvement: Any street dedications, installations of curb, gutter, sidewalk, road base and asphalt, water, sewer, and storm drainage facilities, or other utility or service required to provide services to a lot, parcel, building, or structure.

Public Meeting: A meeting that is required to be open to the public under Title 52, Chapter 4, Open and Public Meetings.

Public Use: A use operated exclusively by a public body or quasi-public body, such use having the purpose of serving the public health, safety, or general welfare, and including streets, parks, recreational facilities, administrative and service facilities, and public utilities, and found to conform to the General Plan, as adopted. Public Uses and Utilities do not include "Major Facility of a Public Utility," as defined herein.

Qualified Professional: A professionally trained person with the requisite academic degree, experience, and professional certification or License in the field or fields relating to the matter being studied or analyzed.

Quasi-Public Use: A use operated by a private nonprofit educational, religious, recreational, charitable, or philanthropic institution, serving the public.

Reasonable Accommodation: A change in a rule, policy, practice, or service necessary to afford a person equal opportunity to use and enjoy a dwelling. As used in this definition "Reasonable" means a requested accommodation will not undermine the legitimate purposes of existing Zoning regulations notwithstanding the benefit that the accommodation would provide to a person with a disability, "Necessary" means the Applicant must show that, but for the accommodation, one or more persons with a disability likely will be denied an equal opportunity to enjoy housing of their choice, "Equal Opportunity" means achieving equal results as between a person with a disability and a non-disabled person.

Record of Survey Map: A map of a survey of land prepared in accordance with the laws of the State of Utah.

Reception Hall, Reception Center: A facility for the holding of events including but not limited to weddings, wedding receptions, community meetings, and group gatherings.

Recreational and Manufactured Home Standard: A standard adopted by the American National Standards Institute or the national fire protection association for recreational vehicles, and for mobile homes manufactured prior to June 15, 1976. For manufactured homes built after June 16, 1976, "standard" means the standard adopted pursuant to the National Manufactured Housing Construction and Safety Standards Act, 1974, as amended.

Recreational Vehicle: A vehicular unit primarily designed for recreational and vacation use, which is either self-propelled or is mounted on or pulled by another vehicle, including but not limited to a travel trailer, a camping trailer, a truck camper, a motor home, boat, a fifth-wheel trailer and a caravan.

Recycling Collection Center: A use, often accessory in nature, providing designated containers for the collection, sorting and temporary storage of recoverable resources (such as paper, glass, metal and plastic products) to be transferred to a recycling processing facility. Recycling Collection Centers involve no more than 3 collection containers up to 40 cubic yards in total size. The operator of the collection center shall keep the collection center in proper repair and the exterior must have a neat and clean appearance.

Recycling Processing Facility: A facility where recyclable and organic materials are collected, stored and processed. Processing includes but is not limited to baling, briquetting, compacting, flattening, crushing, mechanical sorting, shredding, and cleaning. Recycling Processing Facility does not include Salvage Yard.

Residence: A dwelling unit or other place where an individual or family is living at a given point in time and not a place of temporary sojourn or transient visit.

Residence for Persons with a Disability that are Substance Abuse Facilities located within 500 feet of a School: A residence in which more than one (1) person with a disability resides; and is Licensed or certified by the Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities; or is Licensed or certified by the Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act. See definition of Disability.

Residential Activity: Any building, structure, or portion thereof that is designed for or used for residential purposes and any activity involving the use of occupancy of a lot or structure for residential purposes.

Residential Facility for Elderly Persons: A single-family or multiple-family dwelling unit that meets the requirements of LUDMA.

Residential Facility for Persons with a Disability: A residence in which more than one (1) person with a disability resides; and is Licensed or certified by the Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities; or is Licensed or certified by the Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act. See definition of Disability.

Residential Lease, Short Term: The use, occupancy, rent or lease, for direct or indirect compensation, of a structure or any portion thereof constructed for single family or multifamily occupancy or of any other residential property for an effective term of thirty (30) days or less.

Residential Uses: Means the uses identified in the Zoning District Use Matrix under the Residential category.

Restaurant: A building or facility for the preparation and retail sale of food and beverages.

Retail Sales and Services: Establishments engaged in the retail sale of goods and services, except those uses as otherwise clearly defined herein.

Retail Sales and Services (Community Commercial): Establishments engaged in the retail sale of goods and services. Community Commercial Retail Sales and Service businesses must conduct all sales of goods and services, with all associated storage of goods and materials, within a totally enclosed building (with the exception of occasional outdoor "sidewalk" promotions), with no separate individual building to exceed 3,000 square feet in total gross building and the total gross floor area of all buildings, on any separate, individual lot, does not exceed more than 6,000 square feet of gross building area.

Community Commercial Retail Sales and Services specifically excludes all sales, accessory uses, and service uses that typically display goods or services, or store goods or product in open, unenclosed areas, including but not limited to, automotive, truck, recreational vehicle, trailer, and manufactured home sales lots, repair yards, open storage areas, and all similar outside display and storage areas of goods, materials, equipment, and vehicles.

Retail Sales and Services (Regional): A commercial retail business that occupies more than 80,000 square feet of floor space, is a car or motor vehicle dealer, is a retail shopping facility (shopping center) that has at least one (1) anchor tenants if the total floor area of all tenants is more than 150,000 square feet, or is a grocery store of more than 30,000 square feet.

Retail Tobacco Specialty Business: sales of tobacco products, electronic cigarette products, and nicotine products account for more than 35% of the total quarterly gross receipts for the establishment; 20% or more of the public retail floor space is allocated to the offer, display, or storage of tobacco products, electronic cigarette products, or nicotine products; 20% or more of the total shelf space is allocated to the offer, display, or storage of tobacco products, electronic cigarette products, or nicotine products; the commercial establishment: (A) holds itself out as a retail tobacco specialty business; and (B) causes a reasonable person to believe the commercial establishment is a retail tobacco specialty business; or (v) the retail space features a self-service display for tobacco products, electronic cigarette products, or nicotine products.

Revocation: A action by a Land Use Authority that has the effect to terminate any Approval, Permit, or License required by the city's Land Use Ordinances, including this Ordinance.

Right-of-Way: Any area provided for conveying vehicle and pedestrian traffic.

Roof Line: The highest point on any building or structure.

Salvage Yard: The use of any lot, portion of a lot, or land for the storage, keeping or

abandonment of junk, including scrap metals or other scrap materials, or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery and/or the storage and sale of dismantled or damaged vehicles or their parts.

Sanitary Sewer Authority: The department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer services or onsite wastewater systems.

Seasonal Use: A Seasonal Use shall not exceed ~~ninetyone hundred and eighty (180)~~ ⁹⁰ consecutive days. Such uses include ~~fireworks stands;~~ fruit or vegetable stands, ~~shade canopy's, farmer's market, and~~ beverage or snow cone vendors, ~~and Christmas tree lots.~~

Self-Service Storage: An enclosed commercial storage facility providing independent, fully enclosed bays, which are leased to persons exclusively for storage of their household goods or personal property.

Self-Storage, Mixed Use: A single building containing more than the primary land use of self-storage, or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas. A mixed-use self-storage facility is intended to be used for a mix of uses between the primary use of a private noncommercial, non-industrial storage facility and general, professional office, medical or dental offices, retail or residential dwelling units' uses.

Sexual Oriented Business: A business which depicts, portrays, or describes "specified sexual activities" or "specified anatomical areas," or instruments, devices, or paraphernalia which are designated or used in connection with specified sexual activities, including but not limited to adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, or nude or seminude model studio.

Sign: A presentation or representation of words, letters, figures, designs, picture or colors, publicly displayed so as to give notice relative to a person, business, article or merchandise, service, assemblage, solicitation, or a request for aid; also, the structure or framework of a natural object on which any sign is erected or is intended to be erected or exhibited or which is being used or is intended to be used for sign purposes.

Sign, Illegal: Any sign which does not conform to the requirements of this Ordinance and was constructed or installed without the necessary Approvals, Permits, or Licenses required by this Ordinance, or prior enactments.

Sign, Legal: A sign that conforms to the requirements of this Ordinance and has received all necessary Approvals, Permits, or Licenses, as required by this Ordinance, or prior enactments.

Sign, Noncomplying: A sign or sign structure of portion thereof lawfully existing at the time this Ordinance became effective, but which does not conform to all applicable requirements now provided by this Ordinance.

Sign, Non-maintained: A sign which, due to lack of repair, cleaning, painting, oiling, or changing of light bulbs has become deteriorated, hazardous, or non-functional.

Sign, Off-Premise: Any sign, including a billboard or general outdoor advertising device, that advertises or directs attention to a business, commodity, service, activity, or matter conducted, sold, or offered at a location other than on the lot, parcel, or tract upon which such sign is located.

Sign, On-Premise: A sign that directs attention to a business, commodity, product, use, service or other activity that is sold, offered or conducted on the lot, parcel, or tract upon which such sign is located.

Site Plan: A schematic, scaled drawing of a lot, parcel, or tract which indicates, as may be required by this Ordinance, including but not limited to the placement and location of buildings, setbacks, yards, property lines, adjacent parcels, utilities, topography, waterways, irrigation, drainage, landscaping, parking areas, driveways, trash containers, streets, sidewalks, curbs, gutters, signs, lighting, fences and other features of existing or proposed use, activity, building or structure.

Slope: The level of inclination of land from the horizontal plane determined by dividing the horizontal run or distance, of the land into the vertical rise, or distance, of the same land and converting the resulting figure in a percentage value.

Special District: An entity established under the authority of Title 17A, Special Districts, U.C.A., 1953, as amended.

Specified Public Utility: Means an electrical corporation, gas corporation, or telephone corporation, as those terms are defined in Section 54-2-1, U.C.A., 1953, as amended.

Start of Construction: The issuance date of a Building Permit if construction, repair, reconstruction, placement, or other improvement begins within one hundred eighty (180) days of the Permit date. "Begins" means the date of the commencement of the first development activity on the site.

Story: The space within a building, included between the surface of any floor and the surface of the ceiling next above.

Street: A public right-of-way, including a highway, avenue, boulevard, parkway, road, lane, walk, alley, viaduct, tunnel, bridge, public easement, or other way.

Structural Alterations: Any change in supporting members of a building, such as bearing walls, columns, beams, or girders.

Structure: Anything constructed or erected, the use of which requires location on the ground,

or attachment to something having location on the ground.

Subdivision: Means any land that is divided, resubdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions, and as further defined by LUDMA.

Subdivision Application: The Applications required by the City of [Vineyard Subdivision Ordinance](#) and required to initiate the review procedures for any required subdivision approval.

Substantial Action: Action taken in good faith to diligently pursue any matter necessary to obtain approval of an Application filed pursuant to the provisions of this Ordinance or to exercise development rights authorized pursuant to such an approval.

Swimming Pool: An artificial body of water having a depth in excess of eighteen inches, designed, constructed and used for swimming, dipping or immersion purposes by men, women or children, and located on a same lot or parcel as a dwelling, or dwellings.

Tattoo Establishment: A business where tattooing services are provided. Tattooing is defined as the practice of permanently marking or coloring the skin by inserting pigment into the skin through needles or other methods. Such establishments may also include body piercing or other forms of body art services and are subject to health, safety, and zoning regulations. This term excludes permanent cosmetics.

Temporary Use: A use or event established for a maximum period of sixty (60) days, such use or event being discontinued after the expiration of sixty (60) days.

Tennis Court/Sports Court: An improved area used for the playing of tennis or other sports activities, including, but not limited to, basketball and volleyball, and located on a same lot or parcel as a dwelling, or dwellings.

Trailer/RV Camping Facilities: Any area or tract of land used or designed to accommodate two (2) or more travel trailers, recreational vehicles, motor homes or camping parties.

Travel Trailer: A vehicular, portable unit, mounted on wheels, not requiring special highway movement permits when drawn by a motorized vehicle:

1. Designed for travel, recreational and vacation use; and
2. When factory equipped for the road, having a body width of not more than eight feet (8') and a body length of not more than forty feet (40').

Unincorporated: Means the area of Utah County, Utah and located outside of the incorporated area of the City of Vineyard, or another municipality.

Use: The specific purpose for which land or a building is designed, arranged, intended, or for which it is or may be occupied or maintained.

USGS: The United States Geological Survey.

Utilities: Include, but are not limited to, natural gas, electric power, cable television, telephone, telecommunication services, storm system, sewer system, irrigation facilities, culinary water, street lights and other services deemed to be of a public-utility nature by the city.

Utility Easement: The area designated for access to construct or maintain utilities on a lot, parcel, or tract of land.

Utility, Public Major Facility: Any overhead or underground electric transmission lines (greater than 115,000 volts), substations of electric utilities; gas regulator stations, transmission and gathering pipelines and storage areas of utilities providing natural gas or petroleum derivatives; and their appurtenant facilities, water treatment plant, sewage treatment plant, or similar public or quasi-public use or activity.

Utility, Public Minor Facility: Any water, sewer power, gas, telephone, cable television, or other utility, distribution line, or facility, which is located underground and buried beneath the surface of the ground.

Variance: A modification granted by the Land Use Hearing Officer to a development standard with a finding of hardship.

Vehicle: A Licensed automobile, truck, trailer, boat or other device in which a person or thing is or can be transported from one (1) place to another.

Vehicle and Equipment Repair (Major): An establishment primarily engaged in the major repair or painting of motor vehicles or heavy equipment, including auto body repairs, installation of major accessories and transmission and engine rebuilding services. Typical uses include major automobile repair garages, farm equipment repair, paint, and body shops.

Vehicle and Equipment Repair (Minor): An establishment providing motor vehicle repair or maintenance services and conducted entirely within completely enclosed buildings, but not including paint and body shops or other activities associated with Vehicle and Equipment Repair (Major). Typical uses include businesses engaged in the following activities: electronic tune-ups, brake repairs (including drum turning), air conditioning repairs, generator and starter repairs, tire repairs, frontend alignments, battery recharging, lubrication, and sales, repair and installation of minor parts and accessories such as tires, batteries, windshield wipers, hoses, windows, etc. Vehicle and Equipment Repair (Minor) may include the retail sale of fuels, lubricants and other supplies for motor vehicles.

Vehicle and Equipment Sale and Rental: A facility providing for the sale, lease, or rental of new or used vehicles, including automobiles, trucks, motorcycles, recreational vehicles, or boats. The cleaning and routine maintenance of motor vehicles is allowed as an accessory use.

Violated or Violating: There exists reasonable cause to believe that an Ordinance, Code, Statute, or Law has been, or is being broken.

Warehouse Club: A retail business requiring patron membership, and selling packaged and bulk foods and general merchandise characterized by high volume and a restricted line of popular merchandise in a no-frills environment. Examples include, but are not limited to Wholesale Club, Costco, and Sam's Club.

Weed: Any undesired or invasive plant species, including but not limited to grasses, brush, and vegetation that grows in uncontrolled manner. A plant shall be classified as a weed if: it poses a threat to the health or safety of the community; it contributes to fire hazards, pest infestations, or obstructs visibility for pedestrians and drivers; or it exceeds one (1) foot in height.

Wholesale Distribution: A business that maintains an inventory of materials, supplies and goods related to one or more industries and sells bulk quantities of such materials, supplies and goods from its inventory to retail companies within the industry and which may include the parking and storage of distribution vehicles, and accessory activities.

Wireless Telecommunication Facility: A facility used for the transmission or reception of electromagnetic or electro-optic information, including wireless telecommunications facilities such as "cellular" or "PCS" (Personal Communications Systems) – communication and paging systems. This use is not required to be located on a separate lot or to comply with the minimum lot size requirement for the District in which it is located but is required to meet the design and locational requirements, as established for such uses, as provided by this Ordinance. Telecommunications Site/Facility does not include radio antennas complying with the ruling of the Federal Communications Commission in "Amateur Radio Preemption, 101 FCC 2nd 952 (1985)" or a regulation related to amateur radio service adopted under 47 C.F.R. Part 97.

Yard: An open space on a lot, parcel or tract of land, unoccupied and unobstructed from the ground upward by buildings, except as otherwise provided herein.

Yard, Front: An open space on the same lot with a building between the front line of the building and the front lot line and extending across the full width of the lot. The "depth" of the front yard is the minimum distance between the front lot line and the front line of the building.

Yard, Rear: An open, unoccupied space on the same lot as a building, between the rear line of the building and the rear lot line and extending the full width of the lot except, on corner lots, the rear yard shall not include the side yard bordering the street.

Yard, Side: An open, unoccupied space on the same lot as a building, between the rear line of the building and the front line of the building and extending from the side line of the building to the side lot line; except, on corner lots, the side yard bordering the street shall extend to the rear from the front line of the building to the rear lot line, the same distance as is required for side yard setbacks on corner lots in each zone.

Zoning District: An area of the city that has been given a designation which regulates the construction, reconstruction, alteration, repair, or use of buildings or structures, or the use of land as set forth in this Ordinance.

Zoning Districts Map: The map, adopted as part of a Land Use Ordinance, including this Ordinance that depicts and identifies the geographic location of the Zoning Districts provided by this Ordinance.

Zoning Ordinance: This Ordinance, and any amendments thereto as may be amended from time to time. This Ordinance is determined and identified to be a Land Use Ordinance of the City of Vineyard, Utah.

SECTION 59: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 60: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 61: EFFECTIVE DATE This Ordinance shall be in full force and effect from May 14, 2025 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Sara Cameron	_____	_____	_____	_____
Jacob Holdaway	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Presiding Officer				

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder, Vineyard

2024 Zoning Code Changes Summary

15.02: Title, Authority, Purpose, Declaration of Intent and Effective Date

- Formatting and grammatical changes

15.04: Interpretation of Requirements

- Grammatical changes

15.06: Land Use Authorities and Other Officers

- Changes to the staggering of appointments
 - With 8 members, it is impossible to not have more than 1 expire at the end of every year.
- Changes to vote requirements for planning commission items
 - NEW: requires a minimum of 3 members of the commission for a vote (a quorum)
 - OLD: “all actions of the Commission shall require the vote of a majority of the total members of the Commission” (could be interpreted as 3 or 4, depending on how you include alternatives)
- Includes language on appointment of a chair pro tempore when the chair and vice-chair are absent.
- DRC: Allows each member of the DRC to have a “qualified designee” sit in their place on the commission.
 - OLD: every department but the planning commission could have a designee sit in their place.

15.12 Establishment of Districts and Zoning Tables

- Added missing information from the GRMU Zone
 - Copy and pasted from the GRMU special purpose zoning district
- Fixed formatting on the zoning map uncertainty section
- Updated the format of the District Use Table
 - Added the following uses:
 - Check Cashing and Other Credit Services
 - more restrictive use than “Financial Institution”
 - Car Washes
 - only permitted in the M District, removed use from RMU
 - Hotel Extended Stay
 - Conditional in GRMU and Regional Commercial
 - More restrictive use than Hotel
 - Mobile Food Court
 - Created to address empty lots with 3+ food trucks
 - Includes development standards in later section
 - Retail Tobacco Specialty Business
 - Tattoo Establishment
 - Permitted in RMU, GRMU, Forge, Regional Commercial and Neighborhood Commercial
 - Tennis/Sports Court
 - Changed from Conditional to Permitted in most districts.
 - Added subscript 12 for fences and walls requirements
- Residential Detached Garages
 - Changed formatting to clean up the table

15.26 Development Agreements

- Formatting and grammatical changes
- Review of DA’s
 - Added language for staff or city council to review DA’s every 12 months
 - OLD: Required city council to review DA’s every 12 months

15.18 Noticing Requirements

- Formatting

15.26 Temporary Use

- Added language that a temporary use business license may be issued instead of a temporary use permit.
- Removed outdated flowchart
- Expiration after 60 consecutive days
 - Seasonal use is permitted up to 180 days between April 1 to October 31
- Created Development Standards
 - Parking requirements
 - Access requirements
 - Restroom and Trash requirements
- Seasonal Uses and Firework Stands
 - Requires a site plan approved by staff
- Carnivals/Festivals
 - Approved through special event permit instead of Temporary use permit
- Exemptions
 - Added garage/yard sales

15.28 Permitted Uses

- Clarified approval process of permitted uses applications
- Removed redundant language

15.30 Conditional Uses

- Removed title report and survey requirements

15.32 General Property Development Standards

- Removed flag lot language
- Removed driveways requirement to attach to garage or carport
- Updated clearview standards and diagram

15.32 Supplementary Development Standards

- Formatting and grammatical changes
- Accessory Dwelling Units
 - Prefabricated housing types allowed
 - Language taken directly from General Plan
 - Only 1 home occupation with impact permitted
 - Added requirements that code violations could result in termination or denial of ADU license.
- Domestic Livestock and Fowl
 - Updated Table and formatting
- Home Occupations
 - Added definitions
 - Added/clarified permitted uses
 - Added not permitted uses
 - Added aggregate impact requirements
 - Added non-profit organization requirements
 - Added Group Instruction as permitted with requirements
 - Added Noncompliance section
 - Clarified conditions for home occupations
 - Outdoor storage
 - Parking
 - Changed requirements for multi-family
 - Nuisances
 - Floor area calculations
 - Utilities
 - Written in a way that we can enforce street parking if occupation is parking multiple vehicles on city street.
- Drive Thrus
 - Added that Queuing lanes cannot be located adjacent to primary entrance
 - Requires a traffic impact study
 - Requires mobile food trucks with drive thrus to follow requirements
 - Removes conditional use allowance
- Check Cashing and Other Credit Services
 - Standards created
 - Distance and total number permitted restricted

- **Short Term Rentals**

- <https://ja.maps.arcgis.com/apps/instant/nearby/index.html?appid=5bbac8cc777447988cbce98c8b776892>
- **Purpose**
 - Regulates STRs to protect neighborhood character, safety, and long-term housing.
- **License Requirement**
 - STRs prohibited without obtaining an STR business license (STRL).
 - License renewal required every two years after property inspection.
 - Exempt: leases 30+ days, bed and breakfasts, hotels, motels.
- **License Holder**
 - Must be the property owner (not transferrable).
 - Applications may be submitted by a property manager (for Type III licenses).
- **Transient Room Tax**
 - STRs must collect and remit the municipal transient room tax.
- **Types of STR Licenses**
 - **Type I:** Single-family homes, must be owner's primary residence; approved through Community Development Department
 - **Type II:** Townhomes, duplexes, condos, multi-family; requires on-site property management and conditional-use permit, approved by PC
 - **Type III:** STR-specific communities; requires on-site property management and conditional-use permit, approved by PC
- **General Standards and Requirements**
 - Complete application including property and parking plans.
 - HOA approval letter required if applicable.
 - Parking standards vary: 5 onsite spaces for single-family STRs; parking passes for multi-family/STR communities.
 - Application fee required.
 - Occupancy: Max two renters per bedroom, owner must reside onsite for Type I.
 - Minimum rental duration: 1 night; maximum: 29 consecutive nights.
- **Recordkeeping**
 - Owners must keep detailed rental records for 3 years and make them available upon request.
- **Accessory Dwelling Units (ADUs)**

- Properties with an ADU cannot use the apartment as an STR unless also licensed for STR.
- **Urgent Response Requirement**
 - 24/7 phone availability; physical response within 2 hours of complaints.
 - STR Types II and III must have a designated local property manager.
- **Property Maintenance**
 - Follow city maintenance codes, including:
 - Sidewalk snow removal within 24 hours.
 - Adherence to noise ordinances; renters violating noise rules twice in 72 hours must be evicted.
- **Posting and Notice Requirements**
 - Exterior sign with 24/7 owner/manager contact information.
 - Information packet posted inside with STRL, contact info, rules, and emergency contacts.
- **Limits on Number of STRs**
 - Permits capped by district, based on number of homes:
 - Single-Family: 2 base permits + 1 per 50 homes.
 - Multi-Family: Max 15% of units.
 - STR Communities: Max 40% of units.
 - Waitlist system for applications if caps are reached.
 - <https://j-a.maps.arcgis.com/apps/instant/nearby/index.html?appid=5bbac8cc777447988cbce98c8b776892>
 - Map Shall be updated annually
- **Duration of Approval and Transferability**
 - Permit and license expire upon home sale or business license expiration.
 - Not transferable to new owners.
- **Violations and Penalties**
 - Operating without permit or violating regulations is illegal.
 - Penalties escalate:
 - 1st violation: \$500 fine.
 - 2nd violation: \$750 fine.
 - 3rd violation: \$1,000 fine + license revocation + 2-year ban.
 - Subsequent violations: \$1,000 fine + permanent ban.

- Mobile Food Courts
 - Created standards and approval language
- Retail Tobacco Specialty Business
 - Created standards and approval language

15.36 Site Planning and Building Design Requirements

- Updated purpose and design criteria
- Updated language throughout to remove words such as “encouraged, desirable, as much as possible, etc” and replaced with specific standards and requirements
- Requires 2 subdivision features
- Coherent building design
 - All sides of a building require:
 - horizontal façade variations (every 30’ or 60% of building)
 - Varying rooflines (every 50’ and extending materials along false fronts etc.)
 - Projections or recesses every 100’
 - 2 architectural details such as stonework, exposed beams, pop outs etc.
- Additions less than 15% of existing buildings or 7,500 square feet shall be approved as a minor site plan
- Accessory buildings and structures less than 15% of existing of existing buildings or 7,500 square feet shall be approved as a minor site plan. The cut-off is 10% for multi-family and mixed-use sites.
- Main entrances required on sides that face a public street
- Buildings greater than 1 story or 20’ require more detailed base to relate to pedestrians.
- Expanded list of allowed buildings materials and listed requirements for primary and secondary materials.
- Prohibit bright colors and limit accent colors to 5%.
- Pad buildings shall be similar to the primary development.
- Allows planner to require a view corridor analysis

15.38 Parking

- Added 45 degree parking dimensions
- Updated screening requirements

15.40 Landscaping

- Added equivalent acres credit for open space calculations

15.60 Definitions

- Added or modified the following definitions
 - Abandonment
 - Animal hobby breeder
 - Basement
 - Check Cashing and other Credit Services
 - Community Location
 - Commercial recreation indoor and outdoor
 - Domestic Livestock and Fowl
 - Firework Stand
 - Frontage
 - Garage
 - Extended Stay Hotel
 - Kennel, Commercial
 - Medical Practitioners
 - Medical Spa
 - Mobile Food Court
 - Parcel
 - Permanent Cosmetics
 - Personal Care Services

- Retail Tobacco Specialty Shop
- Seasonal Use
- Tattoo Establishment
- Weed

RESOLUTION NO. 2025-29

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

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

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

WHEREAS, a Public Hearing was duly noticed and was held on the 11th day of June 2025 on the proposed amendments.

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

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

PASSED and ADOPTED by the City Council of Vineyard, Utah this 11th day of June 2025.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Tony Lara, Deputy City Recorder





Consolidated Fee Schedule

Table of Contents

Administrative.....	2
Recreation.....	3
Utilities.....	5
Sanitation.....	6
Facilities.....	6
Special Event Permit	8
Code Enforcement Fees.....	8
Business Licensing	9
Land Use Application	10
Building Permit Fees	13
Building Inspection Fees	14
Impact Fees.....	15
Pass-through Fees	15
Utility Meter & Connection Fees	16



ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after the first 15 minutes (based on the lowest paid employee working on the request) Copies - \$0.10 per page
Returned Checks	\$14
Colored Map Copies – 8 ½ by 11	\$3.00
Black and White Maps Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	\$60
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$50
Candidate Late Financial Disclosure Statement	\$50
City Offense Fines	Class B misdemeanor – not to exceed \$1,000 Class C misdemeanor – not to exceed \$750
Sixteen-Year-Old Curfew (Class C)	\$75
Eighteen-Year-Old Curfew (Class C)	\$75
Parent Liability (Class C)	\$125
Prohibited Travel on Trails (Infraction)	\$40



Leash Requirement (Infraction)	\$40
Sleeping on Public Property (Class C)	\$75
Camping Prohibited (Class C)	\$75
Unlawful Parking (Infraction)	\$40
Parking w/Snow Present (Infraction)	\$40
Driving or Riding on Sidewalk (infraction)	\$40
Engine Brake Restriction (Class C)	\$75
Hours of Operation (Infraction)	\$75
Fires and Campfires (Class C)	\$125
City Council-Designated Local Residential Streets	\$20 Per Permit
City Council-Designated Amenity Roads	\$60

RECREATION FEES	
Adult Pickleball	\$50 – Team
Adult Soccer	Team - \$500 Individual - \$50
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50 – Individual
Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100 – Individual
E-Sports	\$50 – Individual
Pickleball Tournament	Team - \$30 Individual – 15
Race Registration	5k/10k – \$25 Kids 1k – \$10



	Household Discount - \$55 Group Rate - \$20 per person
Race T-Shirts	\$15 – individual
Senior Program	\$50 – Individual
Spikeball Tournament	Team – \$30 Individual – \$15
Sports Trivia/Fantasy Class	\$50 – Individual
Pee-wee Sports Clinic	\$60 – Individual
Youth Arts	\$50 – Individual
Youth Baseball Clinic	\$50 – Individual
Youth Basketball Clinic	\$55 – Individual
Youth Coach Pitch	\$55 – Individual
Youth Street Hockey League	\$65 – Individual
Youth Pickleball League	\$100 – Individual
Wiffleball Tournament	\$100 – Team
Youth Flag Football	\$70 – Individual
Youth Jr Jazz Basketball	\$100 – Individual
Youth Kickball	\$50 – Individual
Youth Machine Pitch	\$70 – Individual
Youth Pickleball Programs	\$50 – Individual
Youth Soccer Programs	\$75 – Individual
Youth T-Ball	\$55 – Individual
Youth Tennis Clinic	\$50 – Individual
Youth Ultimate Frisbee	\$50 – Individual
Youth Volleyball	\$90 – Individual
Youth Wrestling	\$50 – Individual
Bingo	\$10 – Individual
Additional Non-Residential Fee	Team - \$50 \$10 – Individual
Recreation Program Cancellation Fee	Up to 100% of Registration Cost
Memorial Bench	\$1,500
Memorial Tree	\$500



Grove Park Concessions Food Truck Contract (non-City Events)	\$750 Per Month
Grove Park Concessions Semi-Permanent Structure Contract (Non-City Events)	\$1,000 Per Moth

UTILITY USE FEES*

Water Base Rate ¾" Meter	\$30.99 first 5,000 gallons
Water Base Rate 1" Meter	\$43.39 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$55.79 first 5,000 gallons
Water Base Rate 2" Meter	\$89.88 first 5,000 gallons
Water Base Rate 3' Meter	\$340.90 first 5,000 gallons
Water Base Rate 4" Meter	\$442.14 first 5,000 gallons
Water Base Rate 6" Meter	\$650.81 first 5,000 gallons
Water Base Rate 8" Meter	\$867.74 first 5,000 gallons
Water Multi-Family Residential Base Rate	\$18.20 per unit
Residential Water Usage Rates:	
Tier 1 (5,001 – 15,000)	\$2.03 per 1,000 gallons
Tier 2 (15,001 – 30,000+)	\$2.32 per 1,000 gallons
Tier 3 (30,001 – 50,000)	\$2.86 per 1,000 gallons
Tier 4 (50,001+)	\$3.15 per 1,000 gallons
Commercial Water Usage Rates:	
Tier 1 (5,001 – 30,000)	\$2.03 per 1,000 gallons
Tier 2 (30,001 – 100,000)	\$2.86 per 1,000 gallons
Tier 3 (100,001+)	\$3.15 per 1,000 gallons
Sewer Baser Rate	\$18.30 per 1,000 gallons
Sewer Multi-Family Residential Base Rate	\$10.20 per unit per month
Sewer Usage Rate	\$5.97 per 1,000 gallons
Transportation Utility	\$3.50 per ERU
Storm Water Utility	\$6.50 per ERU
*Non-Vineyard Resident & Business Fee	Rate X2



Collection for Any Unpaid Utility Bills, Fees, or Civil Penalties	May be subject to collections if payment has not been made within 30 days of the due date at the cost of the resident
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SANITATION FEES

90-Gallon Residential Can	\$16.25
Second 90-Gallon Residential Can	\$10
Recycling Can	\$7.50
Replacement Can	\$90

FACILITIES RENTAL FEES

Council Chambers Rental	\$75 per hour for Resident \$150 per hour for Non-Resident
Council Chambers Cleaning Deposit	\$75 for Resident \$150 for Non-Resident
Small Park Pavilion Rental	\$40 for Resident \$80 for Non-Resident
Small Park Pavilion Cleaning Deposit	\$40
Large Park Pavilion Rental	\$75 for Resident \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75
Special Event Rental Deposit	\$300
Multi-Day Special Event Rental Deposit	\$500 per day
Pavilion Rental Cancellation Fee	Up to 100% of reservation cost
Hourly Field Rental at Gammon Park (Monday – Thursday)	\$300 Deposit + \$20 for Residents, \$40 for Non-Resident or Holiday Reservations
4 Hour Field Rental at Gammon Park (Monday – Thursday)	\$300 Deposit + \$75 for Residents, \$150 for Non-Resident or Holiday Reservations



Hourly Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$30 for Residents, \$60 for Non-Resident or Holiday Reservations
4 Hour Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$100 for Residents, \$200 for Non-Resident or Holiday Reservations
All other parks, Single Soccer Hourly Field Rental (Monday – Thursday)	\$300 Deposit + \$40 for Residents, \$80 for Non-Resident or Holiday Reservations
All other parks, Single Soccer 4 Hour Field Rental (Monday - Thursday)	\$300 Deposit + \$150 for Residents, \$300 for Non-Resident or Holiday Reservations
All other parks, Single Soccer Hour Field Rental (Weekends)	\$300 Deposit + \$60 for Residents, \$120 for Non-Resident or Holiday Reservations
All other parks, Single Soccer 4 Hour (Weekend)	\$300 Deposit + \$200 for Residents, \$400 for Non-Resident or Holiday Reservations
Hourly Rental per Soccer Goal Set	\$10 for Residents \$20 for Non-Residents
Hourly Rental per Soccer Corner Flag Set	\$10 for Residents \$20 for Non-Residents
Court Rental	\$25 per hour per court
Pickleball Net Rental	\$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to \$300
Non-Existing Line Painting – Per Field	1-499 Feet – \$100 500-999 Feet – \$150 1500+ Feet – \$200
Remarking Line Painting – Per Field	1-499 Feet – \$50 500-999 Feet – \$60 1500+ Feet – \$80



SPECIAL EVENT FEES*

Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 Participants	\$100
Special Events longer than 6 hours	\$150
Multi-Day Special Event	\$200
Film Permit	\$50
Children's Market	\$25
Vineyard Days Vendors	\$100
Boo-A-Palooza Vendor Fee	\$50
Bounce House Deposit	\$100
Food Truck Vendor	\$50 – 100
Onsite Dumpster or Equipment Permit	\$72 per dumpster
Additional Dumpster Reserved	\$174 per 6-yard dumpster
Excess Garbage Pickup	Up to \$600 based on quantity picked up
Extra trash cans with bags	\$15 per 5 cans
Personnel (total compensation per employee, per hour, during regular business hours)	City staff per person– \$35 Parks Department – \$35 Streets Department – \$35 Special Events Department – \$32
Penalty for operating without a permit	Double the application fee and any damage caused by the special event
*Special Events and facility rental fees may be waived at the discretion of the City Council. See Special Event Code for fee waiver consideration reasons.	

CODE ENFORCEMENT FEES

Code Violation Fee (per calendar year from first offense)	1 st Offense – \$100 2 nd Offense – \$200 3 rd (or more) Offense – \$400
Civil Penalty Fee	\$25 minimum to \$1,000 maximum per day, per violation



Civil Penalty Fee– Occupancy Violation	\$100 per day, per violation
Civil Penalty Fee– Home Occupation Operating without License	\$25 per day, per violation
Civil Penalty Fee– Commercial Business Operating without License	\$50 per day, per violation
Code Violation Fee – Interest	20% per annum of total outstanding amounts
Default/Administrative Code Enforcement Hearing Fee	\$100
Animal Defecation without Removal Fine	\$250
Off–Leash Animal Fine	\$250
Illegal Trash Dumping	\$250
Illicit Discharge and Stormwater Runoff	As Found in State Code 10-5-100
Code Violation by City (via Contract Services)	Cost plus 10%

BUSINESS LICENSING FEES	
Home-Based Occupation (exceeds residential impact)	\$50
Home-Based Occupation (does not exceed residential impact)	\$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee \$100 Renewal Fee \$50
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee (Based in Vineyard)	\$25
Retail	\$215
Service Related	\$150
Fire Inspection	Equal to Orem Fire’s fee as dictated in Orem City’s Fee Schedule
Accessory Dwelling Unit Re-Inspection Fee	\$85



VINEYARD
STAY CONNECTED

Renewal Fee (all license types except Alcohol and Towing/Parking)	\$25
Alcohol and Towing/Parking Enforcement Renewal Fee	Same as Initial Fee
Solicitor License	\$30
Temporary/Seasonal Use Business License	\$50
Temporary/Seasonal Use Business License Refundable Deposit	\$300
Towing/Parking Enforcement Qualification	\$50
Class A – D Beer License	\$400 + Proof of \$5,000 Bond
Class E Beer License	\$400 + Proof of \$10,000 Bond
Class A Liquor License	\$300 + Proof of \$10,000 bond
Class B Liquor License - Limited-service Restaurant	\$300 + Proof of \$5,000 bond
Class B Liquor License - Full-service Restaurant	\$300 + Proof of \$10,000 bond
Class C Liquor License	\$300 + Proof of \$1,000 Bond
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Renewal Fee (during renewal grace period)	\$25
Daily penalty fee if license not renewed by end of renewal grace period	Half of the license fee
Penalty Fee for doing business without a Vineyard Business License	Equivalent to the license fee

LAND USE APPLICATION FEES

Development Agreement	\$1,500
Development Agreement	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot



Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1,010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2,663 < 10 acres = \$500
Planned Unit Development	\$1,000
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663
Site Plan – Non-Residential	\$3,756
Site Plan – Non-Residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text Amendment	\$1,000
General Plan Map Amendment	\$1,000
Land Use Text Amendment	\$1,000
Land Uset Map Amendment	\$1,000
Lot Line/Property Boundary Line Adjustment	\$300
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Special Planning Commission Meeting	\$390 per meeting
Water Sampling	Lab Cost + 10% & \$300
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month



Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Site Plans Technical Review	\$1,500 per application, first 50 plan sheets. Up to 3 revisions
Additional Site Plan Technical Review	\$65 per additional plan sheet or each sheet after 3 rd revision
Engineering/Public Works Inspection/Service Fees – Subdivision – Related	3% of certified bid tabulation, approved by Engineering Office
Engineering/Public Works Inspection/Service Fees – Non-Subdivision Related	\$150 per hour
Engineering/Public Works Re-Inspection Fees	\$150 per hour, 2-hour minimum
After Hours Engineering/Public Works (M–F between 5pm and 8am OR Saturdays, Sundays)	\$300 per hour, 2-hour minimum
New Street Light Install Fee	\$10,000 per light
Street Sign Fee	Cost plus 10%
Demolition	\$500 plan review fee
Encroachment Permit	\$150 plus \$1 per square foot of disturbed asphalt
Driveway Approach in Public Right-of-Way Inspection Fee (after Encroachment Permit)	\$250 for up to 2 inspections \$150 per reinspection
Vacuum Truck	\$250/hour, minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 plus \$150 per hour
Infrastructure Construction Bond	Bond/Escrow account as determined by bid tabulation 110% Performance 10% Warranty
Final Grading Residential Lot Bond	\$1,000 up to 1 acre, \$500 each additional half acre



Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure Application	\$50 per Road Segment Plan Review Fee
City Barricades for Road Closure, if approved by the Public Works Director	\$150 Application Fee, \$75 per barricade per day. \$100 refundable deposit per set of barricades
Repair to Damaged Public Infrastructure (All Streets or Utilities) by Contract	Cost plus 10% Administrative Fee
Red Curb Request Application	\$50
Address Change Request/ADU Secondary Address Request*	\$150
Tree Replacement Due to Damage: Diameter < or = 1" Diameter > 1" and < or = 2" Diameter > 2" and < or = 3" Diameter > 3"	\$500 per tree \$750 per tree \$950 per tree Cost assessed by City Arborist, minimum of \$1,200 per tree
*Does not include Cost of Additional Physical Mailbox charged to Property Owner by USPS	

BUILDING PERMIT FEES	
TOTAL VALUATION	FEE
\$1 to \$1,300	\$86
\$1,301 to \$2,000	\$86 for the first \$1,300; plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$107 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$525 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000



\$100,001 to \$500,000	\$1,065 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,865 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$5,000,001 and over	\$20,354 for the first \$ 5,000,000; plus \$2 for each additional \$1,000 or fraction thereof
Residential Plan Review	65% of Building Permit Fee
Commercial Plan Review	65% of Building Permit Fee
Simple/Duplicate Plan Review	25% of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES	
Inspections outside of normal Business hours	\$75 per hour, two-hour minimum
Re-inspection	\$75 per hour
Inspection for which no specific fee is indicated	\$75 per hour, one-hour minimum
Additional plan review required by changes, additions, or revisions to plans	\$85 per hour, one-hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	See Business License Fees
Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction
*Fines doubled for each subsequent infraction	



IMPACT FEES

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

Sewer Facilities	\$637 Per ERU
Drinking Water Per Equivalent Residential Unit (ERU) ^{1,2}	\$4,708 per ERU
Roadway Facilities Per Trip End Unit based on ITE	- Area A – \$3,586 per Trip End - Area B (RDA) – \$1,286 per Trip End
Storm and Ground Water Per ERU ^{1,4}	- Area A – \$222 per ERU - Area B – \$337 per ERU - Area C – \$237 per ERU
Parks and Recreation Facilities	<u>\$3,422.88 Per Household⁵</u>
¹ ¾ inch water connection is 1 ERU ² Additional fees may apply to units with more than 5-bathroom equivalent drains. ³ Additional fees may apply to certain high water uses (e.g., Car Wash) without water reduction measures in place. ⁴ Additional fee may apply to certain sites if above city's maximum impervious area requirement. ⁵ <u>Household as defined by US Census Bureau</u>	

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PASS THROUGH FEES

Timpanogos Special Service District	Equal to District's impact fee as dictated current Impact Fee Facilities
Orem Water Reclamation	Equal to Orem City's impact fee as dictated by the current Impact Fee
Orem Water Rights	Equal to Orem City's Water Rights as dictated in their up-to-date Consolidated Fee Schedule
All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.	

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UTILITY METER & CONNECTION FEES

¾" Water Meter & Connection Fee	\$580
1" Water Meter & Connection Fee	\$795
1½" Water Meter & Connection Fee	\$1,240
2" Water Meter & Connection Fee	\$1,930
Water Meter Reconnect Fee	\$50
After Hours Fee (between 5pm and 8am)	Reconnect Fee plus \$150
Utility/Hydrant Meter Application Fee	\$20
Fire Hydrant Meter Rental Deposit	\$2100
Residential Daily Rental Rate – Fire Hydrant Meter (Residence Must have Certificate of Occupancy)	\$10 daily rental fee - Water will be billed at the residential water usage rate as shown on utility use fees
Water Usage Rate – Fire Hydrant Meter	Monthly rental rate will be at the base rate of a 3" meter with water usage to be billed at commercial water usage rates and will be billed monthly
Residential Construction Water	\$100 minimum
Non-Residential Construction Water	\$100 minimum
Unauthorized Connection to System	\$2,000 per occurrence
Unauthorized Opening of Meter Box	\$250 + \$300 for a min. of 2 hours of staff time
Water Main Flushing	Per commercial rate at 3x pipe volume per occurrence & \$150 per hour per utility tech