VINEYARD
ORDINANCE 2025-17

AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING TITLE 13
SECTION 12.130 CONSESSIONS.

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

WHEREAS, he City Council has determined that it is in the best interest of the citizens of the city to amend 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:

A M E N D M E N T

13.12.130 Concessions

A. C~~oncessionaire~~ONCESSIONAIRE Permit 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 C~~oncessionaire~~ONCESSIONAIRE Permit from the Vineyard Parks & Recreation Department, a valid signed contract agreement by the Vineyard Parks and Recreation Director, and all other 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. Background Check. As a condition of operating at City-sponsored youth activities or facilities where minors are present (including but not limited to youth programs or the splash pad), CONCESSIONAIRES are required to complete sex offender registry checks for all employees, staff, or volunteers age 18 and older who may have direct or ongoing contact with minors while selling concessions. Registry checks must include both the Utah Sex and Kidnap Offender Registry and the National Sex Offender Public Website. Any individual identified on either registry is not permitted to participate.

D. Limitations. CONCESSIONAIRE shall only be permitted to sell concessions at Vineyard Grove Park, Gammon Park, and/or Sunset Beach Park, as identified on the CONCESSIONAIRE'S Permit. The Vineyard Parks & Recreation Director shall not issue more than ~~three~~ one Food Truck and one semi-permanent trailer/kiosk/food stand contract agreement~~s~~ to sell concessions simultaneous on non-event days per park at ~~Vineyard Grove Park simultaneously~~ any given Vineyard City Park~~on non-event days~~.

Concessions shall only be sold at the designated park(s) identified on the Concessionaire's approved Concessionaire Permit.not be sold at city-owned parks, with the exception of Vineyard Grove Park.

1. No concessionaireCONCESSIONAIRE shall sell anything that is not approved on the menu by Vineyard's Parks & Recreation Director. No CONCESSIONAIREconcessionaire shall sell concessions beyond normal hours of operation (9am-9pm). (specified in the CONCESSIONAIRE'S approved Concessionaire Permit).

2. No CONCESSIONAIREconcessionaire 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), and one A-Frame placed within the Concessionaire's Designated parking area, 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, what, when, and where signs will be permitted.

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

4. Prohibited Campaigning and Fundraising Activities. No person, group, organization, campaign, candidate, officeholder, political committee, nonprofit, or other entity shall conduct, sponsor, or permit any campaign activity, fundraising activity, promotional activity, or giveaway that directly competes with a CONCESSIONAIRE'S approved menu items, including but not limited to giving away, selling, or distributing food, beverages, or similar items that the CONCESSIONAIRE is authorized to sell (e.g., distributing free ice cream when the CONCESSIONAIRE sells ice cream). Such activities are prohibited in all City-owned parks and facilities where a CONCESSIONAIRE is authorized to operate, unless expressly authorized in writing by the Vineyard Parks & Recreation Director. This restriction applies regardless of whether the competing item is provided for free, at a reduced cost, or as part of a campaign, political event, fundraiser, or promotional activity.

E. Fees. All Each seasonal food trucks and semi-permanent trailer/kiosk concessionaires shall pay monthly fees monthly 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 NOvember 12, 2025, and after the required approval and publication according to law.
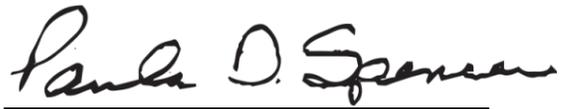
PASSED AND ADOPTED BY THE VINEYARD COUNCIL NOVEMBER 12, 2025.

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

Presiding Officer   Attest

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Julie Fullmer, Mayor, Vineyard

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Pamela Spencer, City Recorder, Vineyard