



**NOTICE OF A PUBLIC HEARING HELD DURING A REGULAR
CITY COUNCIL MEETING
June 9, 2026, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a public hearing during a regularly scheduled City Council meeting on Tuesday, June 9, 2026, at 6:00 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](#).

- 1. CALL TO ORDER**
- 2. INVOCATION, INSPIRATIONAL THOUGHT, AND PLEDGE OF ALLEGIANCE**
- 3. PUBLIC HEARING FOR HOLDAWAY FIELDS DEVELOPMENT AGREEMENT AMENDMENT**
- 4. PRESENTATIONS, RECOGNITIONS, AWARDS, OR PROCLAMATIONS**
- 5. WORK SESSION**

5.1. Presentation of City Water System Risk & Resilience Assessment (Naseem Ghandour)

Presentation of the City's 2026 Drinking Water Risk and Resilience Assessment and an overview of the City's efforts to protect and enhance the resiliency of its drinking water system.

5.2. Discuss Proposed Municipal Code Changes (Cris Johnson)

5.3. Discuss Tax Payment for Sunset Beach Park (Evan Smith)

**5.4. Discuss a Membership with the Utah Coalition of Cities and Counties (UC3)
(David Lauret)**

5.5. Update for the 2026-2027 Fiscal Year Budget

6. PUBLIC COMMENTS

“Public Comments” is defined as time set aside for citizens to express their views. *Public comments can be submitted ahead of time to robinr@vineyardutah.gov.*

7. CONSENT ITEMS

7.1. Approve the May 26, 2026, meeting minutes.

7.2. Accept Vineyard City's Floodplain Regulation Update (National Flood Insurance Program Compliance)

Vineyard City is proposing updates to its floodplain management regulations by ordinance to maintain compliance with the National Flood Insurance Program (NFIP) following updated flood hazard determinations issued by the Federal Emergency Management Agency (FEMA).

8. MAYOR AND COUNCILMEMBERS' REPORTS, DISCLOSURES, OR RECUSALS

9. APPOINTMENTS AND REMOVALS

9.1. Appoint Brian Voeks to the Timpanogos Special Service District Board (TSSD) (Mayor Stratton)

9.2. Appoint Brian Voeks to the North Utah Valley Animal Services Special Service District Board (NUVASSSD) (Mayor Stratton)

10. BUSINESS ITEMS

10.1. Approve ARCH Grant Extension Request (Brian Vawdrey)

It has been requested that an ARCH Grant extension be offered to the Heritage Commission for the Ladle signage and Vineyard Parks & Rec for a Mountain Bike Park

10.2. Approve Holdaway Fields Development Agreement Amendment (Anthony Fletcher and David Herring)

The developers of Holdaway Fields have submitted a proposed amendment to the existing Development Agreement. The intent of this amendment is to align the agreement more closely with their current build strategy and implementation schedule. The proposal introduces updates to the phasing plan, and park dedication timing.

11. CLOSED SESSION

11.1. The Mayor and City Council, pursuant to Utah Code 52-4-205, may vote to go into a closed session for the purpose of personnel, real property, or litigation.

12. ADJOURNMENT

This meeting may be held in a way that will allow a council member 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 duly appointed 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.
/s/ Robin Bond, City Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 9, 2026

Agenda Item: Presentation of City Water System Risk & Resilience Assessment (Naseem Ghandour)

Department: Public Works

Presenter: Devan Peterson

Background/Discussion:

The City of Vineyard operates a community drinking water system serving approximately 23,000 residents. Pursuant to the America's Water Infrastructure Act of 2018 (AWIA), community water systems serving more than 3,300 people are required to conduct and certify a Risk and Resilience Assessment (RRA) every five years.

To meet this requirement, staff retained a qualified third-party consultant to complete the assessment. The assessment evaluates risks associated with natural hazards, malevolent acts, critical infrastructure, cybersecurity, monitoring practices, financial infrastructure, chemical handling, and system operations and maintenance.

The U.S. Environmental Protection Agency (EPA) requires the City to review, update, and certify its Risk and Resilience Assessment by June 30, 2026. Following certification of the assessment, the City must review and update its Emergency Response Plan and submit a certification to the EPA within six months.

The assessment concluded that Vineyard's drinking water system is generally resilient and well-positioned to continue providing safe and reliable drinking water service. The assessment also identified opportunities to further reduce risk and improve system reliability through infrastructure redundancy, evaluation of alternative water sources, cybersecurity enhancements, emergency preparedness measures, and workforce continuity planning.

Because the assessment contains sensitive information regarding critical infrastructure, vulnerabilities, and security measures, the full report is not available for public distribution. Staff has provided an executive summary of the assessment findings and recommendations for City Council review.

This presentation is intended to provide awareness among City Council and the public about the federally mandated assessment process and Public Works' ongoing efforts to evaluate risks, improve system resilience, and protect the community's drinking water supply.

Fiscal Impact:

The assessment itself does not create an immediate fiscal impact. Recommended projects and initiatives will be evaluated through future budget and capital improvement planning processes.

Recommendation:

NONE

Sample Motion:

NONE

Attachments:

1. Vineyard RRA Executive Summary
2. EPA Fact Sheet - EPA-817-F-19-004



EXECUTIVE SUMMARY – RISK AND RESILIENCE ASSESSMENT

PURPOSE

The City of Vineyard (the City) drinking water system serves a population of approximately 23,000 residents within Utah County. The purpose of the Risk and Resilience Assessment is to identify the City's most vulnerable infrastructure and the likely risks to those assets, while also providing the City a tool to quantify those risks and identify system improvements. The City is required to perform a Risk and Resilience Assessment every 5 years per the America's Water Infrastructure Act of 2018.

To meet this requirement, staff retained a qualified third-party consultant, Hansen, Allen & Luce (HAL) Engineers to complete the assessment. The assessment evaluates risks associated with natural hazards, malevolent acts, critical infrastructure, cybersecurity, monitoring practices, financial infrastructure, chemical handling, and system operations and maintenance.

RECOMMENDATIONS

The assessment concluded that Vineyard's drinking water system is generally resilient and well-positioned to continue providing safe and reliable drinking water service. The assessment also identified opportunities to further reduce risk and improve system reliability.

The following actions and mitigation options are recommended to reduce the risk to and increase the resilience of the City's drinking water system.



Water Infrastructure Redundancy and Capital Improvement Projects.

- Mill Road North Extension
- Alternative Source Water Study



Implement of Standard Cyber Security Measures.

- General Measures to Increase Cybersecurity



Develop Business Continuity and Recovery Plans.

- Emergency Operating Procedural Plan
- Interstate Mutual Aid Agreements
- Distribution of Bottled Drinking Water
- Employee Succession Plans
- Employee Screening / Hiring Policies

NEXT STEPS

The Public Works Director will certify the Risk and Resilience Assessment to the EPA by June 30, 2026, deadline. Staff will then update and certify the City's Emergency Response Plan within six months and continue evaluating assessment recommendations for incorporation into future operational planning, capital improvements, and budget discussions.

Risk and Resilience Assessment and Emergency Response Plan Requirements for Drinking Water Utilities

Safe Drinking Water Act (SDWA) section 1433, which was amended by America's Water Infrastructure Act (AWIA) section 2013 in 2018, requires community water systems (CWSs)¹ that serve more than 3,300 people to complete a risk and resilience assessment (RRA) and develop an emergency response plan (ERP). For more information, please see the [law text on congress.gov](#).

Risk and Resilience Assessment (RRA)

RRAs evaluate the vulnerabilities, threats, and consequences from potential hazards. SDWA section 1433 RRAs shall assess the risks to and resilience of specified assets to malevolent acts and natural hazards, including:

- physical barriers
- source water
- pipes and constructed conveyances, water collection and intake
- pretreatment and treatment
- storage and distribution facilities
- electronic, computer, or other automated systems (including the security of such systems)
- monitoring practices
- financial infrastructure
- the use, storage, or handling of chemicals
- operation and maintenance of the system

CWSs that serve over 3,300 people must conduct an RRA and submit certification of its completion to the U.S. Environmental Protection Agency (EPA) by the dates specified in the law. Every five years, the utilities must review the RRA and submit a recertification to the EPA that the assessment has been reviewed and, if necessary, revised. The table below shows the original certification deadlines specified in the law, as well as the next 5-year cycle certification deadlines.

Population Served	Previous RRA Deadline	Next 5-Year Submission Cycle RRA Deadline
≥100,000	March 31, 2020	March 31, 2025
50,000-99,999	December 31, 2020	December 31, 2025
3,301-49,999	June 30, 2021	June 30, 2026

[Find more guidance for developing an RRA here on EPA's website.](#)

Emergency Response Plan (ERP)

No later than six months after certifying completion of its RRA, each CWS must prepare or revise an ERP that incorporates the findings of the assessment. SDWA section 1433 ERPs shall include:

¹ SDWA section 1433 applies to CWSs. CWSs are drinking water utilities that consistently serve at least 25 people or 15 service connections year-round.

- Strategies and resources to improve resilience, including physical security and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water.
- Actions and equipment to lessen the impact of a malevolent act or natural hazard, including alternative water sources, relocating intakes and flood protection barriers.
- Strategies to detect malevolent acts or natural hazards that threaten the system.

Utilities must develop or update an ERP and certify completion to EPA no later than six months after RRA certification. Each utility deadline is unique; however, the dates below are the due dates for utilities who submit an RRA certification by the final due date according to the population served.

Population Served	Previous ERP Deadline	Next 5-Year Submission Cycle ERP Deadline
≥100,000	September 30, 2020	September 30, 2025
50,000-99,999	June 30, 2021	June 30, 2026
3,301-49,999	December 31, 2021	December 31, 2026

[Find more guidance on developing on ERP here on EPA's website.](#)

Tools or Methods

SDWA section 1433 does not require the use of any standards, methods, or tools for the RRA or ERP. Your utility is responsible for ensuring that the RRA and ERP address all the criteria in SDWA section 1433(a) and (b), respectively. EPA recommends the use of EPA tools to facilitate sound RRAs and ERPs. For the RRA, EPA has created the [Vulnerability Self-Assessment Tool Web 3.0](#), the [Baseline Information on Malevolent Acts for CWSs](#), and the [Small System Risk and Resilience Assessment Checklist](#). EPA created the [Emergency Response Plan Template and Guidance](#) to support compliance with the ERP requirements.

Frequently Asked Questions

[How does a wholesale or consecutive CWS calculate its population served with respect to SDWA section 1433 RRA and ERP requirements?](#)

When determining population served, wholesale or consecutive CWSs should account for (i.e., include) the population served of the community or communities to which they serve water. If you have any questions about whether your CWS must comply with SDWA section 1433 due to its population served, please email EPA at dwresilience@epa.gov.

[Who should I work with when creating my RRA and ERP?](#)

Utilities shall, to the extent possible, coordinate the RRAs and ERPs with [local emergency planning committees](#).

[Who can certify my RRA and ERP?](#)

RRAs and ERPs can be self-certified by the utility. The certifying official should be a utility employee. Beyond that, each utility should designate a certifying official.

[How do I submit my certification?](#)

Three options are available for submittal: regular mail, email, and an online portal (user-friendly and secure). The online submission portal will provide a receipt of submittal; EPA recommends using this method. Please visit

[EPA's How to Certify webpage](#) for more information on how to certify.

If I oversee multiple Public Water System Identification (PWSID) numbers, do I need to submit an RRA and ERP certification for each?

Yes, EPA tracks RRA and ERP certifications by individual PWSID. Users of EPA's electronic certification system can register for, create, and use one User ID and password to certify RRAs and ERPs for multiple PWSIDs. If you submit via regular mail or email, please complete RRA and ERP certification statements for each individual PWSID.

Do CWSs need to submit their RRA and ERP documents to EPA or do CWSs only need to submit the RRA and ERP certification statements?

CWSs should not submit their RRA and ERP documents to EPA as part of the certification process.

Do I need to submit my certification to my state or local government?

No. SDWA section 1433 does not require utilities to submit the certification to state or local governments.

How long do I need to keep a copy of my RRA and ERP?

Utilities need to keep a copy of both documents for five years after certification.

Still have questions about SDWA section 1433 RRA and ERP requirements?

Contact EPA with SDWA section 1433 related questions at dwresilience@epa.gov.

Please visit EPA's website, www.epa.gov/waterresilience/awia-section-2013, for more in-depth information on the following topics:

- [Certification Deadlines](#)
- [RRA Requirements and Assistance Resources for CWSs that Serve More than 3,300](#)
- [ERP Requirements and Assistance Resources for CWSs that Serve More than 3,300](#)
- [Recursos en Español](#)
- [Certification Process](#)
- [Compliance Data](#)
- [Third-Party Standards](#)
- [Resources to Promote RRAs and ERPs for CWSs that Serve Less than 3,301, non-CWSs, and Wastewater Systems](#)
- [Final Disposition of Bioterrorism Act Vulnerability Assessments](#)
- [Workshops](#)
- [Frequently Asked Questions](#)
- [Fact Sheet](#)
- [Resources for Technical Assistance Providers](#)
- [Five-year Review, Revision and Certification Requirements](#)



VINEYARD
STAY CONNECTED

**FY 2026-2027 Budget DRAFT
Updates through June 8, 2026**

GENERAL FUND SUMMARY 2027

	ACTUAL FY 22-23	ACTUAL FY 23-24	ACTUAL FY 24-25	AMEND #2 BUDGET FY 25-26	AMEND #3 BUDGET FY 25-26	DRAFT FY 26-27
REVENUES:						
PROPERTY TAXES	\$ 3,261,171	\$ 3,683,386	\$ 4,972,219	\$ 4,950,000	\$ 4,950,000	\$ 5,395,500
TRANSPORTATION TAXES	296,945	375,439	478,605	430,000	430,000	500,000
SALES TAX	3,150,801	3,204,125	3,604,684	3,588,000	3,588,000	3,800,000
RAP TAX	208,953	220,225	264,831	235,000	235,000	250,000
FRANCHISE TAX	892,696	824,467	942,630	951,600	951,600	950,000
BUSINESS LICENSES & PERMITS	15,460	17,261	19,795	17,500	17,500	19,000
BUILDING PERMITS	265,675	781,423	611,971	900,000	900,000	750,000
FIRE INSPECTION & PLAN REVIEW FEES	8,420	25,112	36,084	15,000	15,000	35,000
CLASS B&C ROAD FUNDS	515,957	541,193	628,053	529,650	672,017	592,000
GRANT REVENUE	9,995	10,686	50,164	-	-	709,500
DEVELOPMENT FEES	219,311	470,627	381,876	370,000	370,000	510,000
SANITATION FEES	559,156	583,085	738,023	797,610	797,610	790,000
INSPECTION FEES	120,323	206,911	428,651	375,000	375,000	340,000
RECREATION FEES	162,334	170,164	211,298	222,000	222,000	261,472
FINES & FORFEITURES	-	700	300	1,000	1,000	500
CREDIT CARD FEES	7,026	4,976	6,714	6,500	6,500	7,000
INTEREST EARNINGS	166,048	251,081	623,319	225,000	650,000	815,000
RENTS	20,838	21,558	27,930	20,000	20,000	21,200
SPONSORSHIPS	30,550	30,455	63,500	45,000	45,000	60,000
MISCELLANEOUS REVENUE	27,689	8,851	57,578	10,000	10,000	10,000
DONATIONS	1,000	1,345	6,041	1,449	1,449	20,000
USE OF PRIOR YEAR FUND BALANCE	-	-	-	380,258	929,452	950,000
TOTAL REVENUE	\$ 9,940,351	\$ 11,433,070	\$ 14,154,267	\$ 14,070,567	\$ 15,187,128	\$ 16,802,847
TRANSFERS IN:						
TRANSFER FROM RDA FUND	\$ 330,138	\$ 373,974	\$ 399,002	\$ 528,000	\$ 550,506	\$ 640,016
TRANSFER FROM CAPITAL PROJECTS	-	-	3,000	1,358,330	1,325,490	1,300,000
TOTAL TRANSFERS IN	\$ 330,138	\$ 373,974	\$ 402,002	\$ 1,886,330	\$ 1,875,996	\$ 1,940,016
TOTAL REVENUE & TRANSFERS IN	\$ 10,270,489	\$ 11,807,044	\$ 14,556,269	\$ 15,956,897	\$ 17,063,125	\$ 18,742,863
GENERAL FUND EXPENDITURES:						
MAYOR & COUNCIL	\$ 100,366	\$ 121,651	\$ 211,578	\$ 240,975	\$ 289,444	\$ 252,170
CITY MANAGER	137,192	168,776	208,314	218,139	306,678	215,811
RECORDER	192,536	191,418	184,372	240,560	249,427	223,033
FINANCE	247,385	284,192	315,042	368,511	410,473	374,411
COMMUNICATIONS	156,960	280,913	291,128	244,768	245,368	235,033
PLANNING	446,975	481,294	586,668	774,658	815,046	471,723
BUILDING	386,860	443,187	559,701	701,240	701,240	652,426
POLICE	2,328,474	2,815,769	3,252,168	4,103,125	4,103,125	4,697,575
FIRE	1,654,069	1,379,625	2,250,807	2,574,600	2,585,600	3,025,539
LIBRARY	29,979	54,609	74,637	121,518	121,518	155,077
PUBLIC WORKS	745,006	687,503	608,588	900,159	1,001,344	881,227
ENGINEERING	152,492	141,201	160,638	210,362	210,169	220,350
SANITATION	493,381	530,752	565,388	675,675	675,675	741,837
PARKS	618,442	825,148	894,090	1,117,111	1,117,111	956,309
RECREATION	359,798	402,811	477,548	559,475	559,475	590,877
SPECIAL EVENTS	152,440	175,417	241,029	275,148	275,148	241,111
NON-DEPARTMENTAL	57,076	79,053	71,793	222,180	222,180	222,180
TOTAL DEPT ALLOCATIONS	\$ 8,384,686	\$ 9,063,319	\$ 10,953,489	\$ 13,548,204	\$ 13,889,020	\$ 14,156,688
TRANSFERS OUT:						
TRANSFER TO WASTEWATER FUND	\$ -	\$ 11,055	\$ -	\$ -	\$ -	\$ -
TRANSFER TO STORMWATER FUND	-	26,661	570	240,133	240,133	308,167
TRANSFER TO TRANSPORTATION FUND	689,594	375,439	772,419	959,650	1,725,061	1,470,999
TRANSFER TO CAPITAL PROJECTS FUND	523,952	1,520,225	1,064,831	235,000	235,000	1,073,750
TRANSFER TO INTERNAL SERVICE FUND	433,001	769,904	730,734	973,910	973,910	605,534
TOTAL TRANSFERS OUT:	\$ 1,646,547	\$ 2,703,285	\$ 2,568,554	\$ 2,408,693	\$ 3,174,104	\$ 3,458,452
TOTAL EXP. & TRANS. OUT	\$ 10,031,233	\$ 11,766,604	\$ 13,522,043	\$ 15,956,897	\$ 17,063,124	\$ 17,615,140
OPERATING SURPLUS (DEFICIT)	\$ 239,256	\$ 40,441	\$ 1,034,226	\$ 0	\$ 0	\$ 1,127,723

ALL FUNDS SUMMARY						
Fund	Estimated Beginning Fund Balance	Budgeted Revenue (Including PY Fund Balance)	Budgeted Expenditure (Excluding Depreciation)	Net Revenue (Including PY Fund Balance & Excluding Depreciation)	Use of PY Fund Balance	Estimated Ending Fund Balance
General Fund	\$ 4,776,056	\$ 18,742,863	\$ 17,615,140	\$ 1,127,723	\$ 950,000	\$ 4,953,779
Impact Fee Fund	\$ 3,153,891	\$ 2,218,000	\$ 2,218,000	\$ -	\$ 1,011,800	\$ 2,142,091
RDA Fund	\$ 20,322,085	\$ 29,838,656	\$ 29,838,656	\$ -	\$ 13,073,656	\$ 7,248,429
Capital Projects Fund	\$ 13,560,159	\$ 4,979,018	\$ 4,979,018	\$ -	\$ 3,905,268	\$ 9,654,891
Water Fund	\$ 3,433,348	\$ 7,518,984	\$ 7,518,984	\$ -	\$ 2,914,083	\$ 519,265
Wastewater Fund	\$ 2,566,227	\$ 4,217,471	\$ 4,217,471	\$ -	\$ 1,131,471	\$ 1,434,756
Stormwater Fund	\$ 147,900	\$ 719,854	\$ 719,854	\$ -	\$ 36,687	\$ 111,213
Transportation Fund	\$ 368,828	\$ 1,880,018	\$ 1,880,018	\$ -	\$ 154,957	\$ 213,871
Internal Service Fund	\$ 640,886	\$ 1,588,701	\$ 1,588,701	\$ -	\$ -	\$ 640,886
TOTAL - ALL FUNDS	\$ 48,969,380	\$ 71,703,565	\$ 70,575,842	\$ 1,127,723	\$ 23,177,922	\$ 26,919,180

GENERAL FUND REVENUES	FY23 ACTUAL	FY24 ACTUAL	FY25 ACTUAL	FINAL FY26 BUDGET	AMEND #1 FY26 BUDGET	AMEND #2 FY26 BUDGET	AMEND #3 FY26 BUDGET	DRAFT FY27 BUDGET
Property Tax	\$ 3,261,171	\$ 3,683,386	\$ 4,972,219	\$ 4,950,000	\$ 4,950,000	\$ 4,950,000	\$ 4,950,000	\$ 5,395,500
Sales Tax - Includes Transient	3,150,801	3,204,125	3,604,684	3,588,000	3,588,000	3,588,000	3,588,000	3,800,000
RAP Tax	208,953	220,225	264,831	235,000	235,000	235,000	235,000	250,000
Transportation Tax	296,945	375,439	478,605	430,000	430,000	430,000	430,000	500,000
Franchise Tax	892,696	824,467	942,630	951,600	951,600	951,600	951,600	950,000
Total Taxes	\$ 7,810,566	\$ 8,307,642	\$ 10,262,969	\$ 10,154,600	\$ 10,154,600	\$ 10,154,600	\$ 10,154,600	\$ 10,895,500
Business Licenses & Permits	\$ 15,460	\$ 17,261	\$ 19,795	\$ 17,500	\$ 17,500	\$ 17,500	\$ 17,500	\$ 19,000
Building Permits	265,675	781,423	611,971	900,000	900,000	900,000	900,000	750,000
Fire Inspection & Plan Review Fees	8,420	25,112	36,084	15,000	15,000	15,000	15,000	35,000
Total Licenses & Permits	\$ 289,554	\$ 823,796	\$ 667,850	\$ 932,500	\$ 932,500	\$ 932,500	\$ 932,500	\$ 804,000
Class B&C Road Funds	\$ 515,957	\$ 541,193	\$ 628,053	\$ 529,650	\$ 529,650	\$ 529,650	\$ 672,017	\$ 592,000
Grant Revenue	9,995	10,686	50,164	-	-	-	-	\$ 709,500
Total Intergovernmental Revenue	\$ 525,952	\$ 551,879	\$ 678,217	\$ 529,650	\$ 529,650	\$ 529,650	\$ 672,017	\$ 1,301,500
Development Fees	\$ 219,311	\$ 470,627	\$ 381,876	\$ 370,000	\$ 370,000	\$ 370,000	\$ 370,000	\$ 510,000
Library Fees	5	-	-	-	-	-	-	16,675
Inspection Fees	120,323	206,911	428,651	375,000	375,000	375,000	375,000	340,000
Sanitation Fees	559,156	583,085	738,023	797,610	797,610	797,610	797,610	790,000
Recreation Fees	162,334	170,164	211,298	222,000	222,000	222,000	222,000	261,472
Fines & Forfeitures	-	700	300	1,000	1,000	1,000	1,000	500
Interest Earnings	166,048	251,081	623,319	225,000	225,000	225,000	650,000	815,000
Rents	20,838	21,558	27,930	20,000	20,000	20,000	20,000	21,200
Sponsorships	30,550	30,455	63,500	45,000	45,000	45,000	45,000	60,000
Credit Card Fees	7,026	4,976	6,714	6,500	6,500	6,500	6,500	7,000
Miscellaneous Revenues	27,689	8,851	57,578	10,000	10,000	10,000	10,000	10,000
Donations	1,000	1,345	4,168	-	-	1,449	1,449	20,000
Skate Park Donations - RESTRICTED	-	-	1,873	-	-	-	-	-
Beg. Fund Appropriation	-	-	-	103,677	143,839	380,258	929,452	950,000
Total Misc Revenue	\$ 1,314,279	\$ 1,749,753	\$ 2,545,230	\$ 2,175,787	\$ 2,215,949	\$ 2,453,817	\$ 3,428,011	\$ 3,801,847
Transfer from RDA Fund - Tax Admin	\$ 330,138	\$ 373,974	\$ 399,002	\$ 528,000	\$ 528,000	\$ 528,000	\$ 550,506	\$ 640,016
Transfer from Capital Projects	\$ -	\$ -	\$ 3,000	\$ 1,578,330	\$ 1,578,330	\$ 1,358,330	\$ 1,325,490	\$ 1,300,000
TOTAL GENERAL FUND REV	\$ 10,270,489	\$ 11,807,044	\$ 14,556,269	\$ 15,898,867	\$ 15,939,029	\$ 15,956,897	\$ 17,063,125	\$ 18,742,863
TOTAL GENERAL FUND EXPEND	\$ 10,031,233	\$ 11,766,604	\$ 13,522,043	\$ 15,898,866	\$ 15,939,029	\$ 15,956,897	\$ 17,063,124	\$ 17,615,140
Surplus (Deficit)	\$ 239,256	\$ 40,441	\$ 1,034,226	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,127,723

MAYOR & MUNICIPAL COUNCIL

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Mayor & Council									
10	0101	4001	Full Time Regular	\$ -	\$ 1,338	\$ 73,067	\$ 97,350	\$ 124,421	\$ 98,562
10	0101	4002	Part Time Regular	86,430	95,947	97,234	72,302	72,302	83,683
10	0101	4008	Compensation Adjustments	-	-	-	6,170	7,225	4,856
10	0101	4051	Retirement & Taxes	3,473	4,186	22,205	23,528	29,440	24,701
10	0101	4053	Insurance	-	-	-	9,600	24,031	13,893
10	0101	4105	Membership Dues & Subscriptions	\$ -	\$ -	\$ -	\$ 600	\$ 600	\$ 600
10	0101	4108	Meetings	625	4,309	3,400	9,300	9,300	6,500
10	0101	4257	Programs	3,799	10,009	6,627	8,000	8,000	8,000
10	0101	4355	Miscellaneous	801	147	2,328	2,000	2,000	2,000
10	0101	4413	Training	4,194	3,468	5,682	6,500	6,500	6,500
10	0101	4414	Travel	1,044	2,247	1,035	5,625	5,625	2,875
Total Mayor & Council				\$ 100,366	\$ 121,651	\$ 211,578	\$ 240,975	\$ 289,444	\$ 252,170

CITY MANAGER

CITY MANAGER				AMEND #2	AMEND #3	DRAFT			
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	ACTUAL FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
City Manager									
10	0201	4001	Full Time Regular	\$ 79,153	\$ 103,233	\$ 129,408	\$ 132,036	\$ 204,353	\$ 123,787
10	0201	4005	Overtime	-	-	171	-	-	-
10	0201	4006	Other Compensation	600	750	50	-	-	-
10	0201	4007	Car Allowance	3,600	4,000	4,200	4,200	4,200	4,200
10	0201	4008	Compensation Adjustments	-	-	-	4,546	4,818	3,312
10	0201	4051	Retirement & Taxes	18,701	23,248	29,579	25,481	27,159	27,035
10	0201	4053	Insurance	15,411	14,546	22,996	15,887	30,158	21,486
10	0201	4105	Membership Dues & Subscriptions	\$ 9,445	\$ 15,225	\$ 11,663	\$ 13,650	\$ 13,650	\$ 13,650
10	0201	4108	Meetings	3,313	2,526	3,081	4,500	4,500	4,500
10	0201	4109	Special Events	2,525	-	1,706	3,000	3,000	3,000
10	0201	4355	Miscellaneous	3,315	761	2,959	3,740	3,740	3,740
10	0201	4413	Training	660	2,469	2,328	7,300	7,300	7,300
10	0201	4414	Travel	469	2,018	174	3,800	3,800	3,800
Total City Manager				\$ 137,192	\$ 168,776	\$ 208,314	\$ 218,139	\$ 306,678	\$ 215,811

RECORDER

FUND	ORG	ACCT	DESCRIPTION	ACTUAL			AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Recorder									
10	0301	4001	Full Time Regular	\$ 77,493	\$ 113,192	\$ 116,779	\$ 119,124	\$ 124,286	\$ 116,361
10	0301	4002	Part Time Regular	32,308	793	-	-	-	-
10	0301	4005	Overtime	199	110	403	596	596	600
10	0301	4006	Other Compensation	520	600	600	600	650	350
10	0301	4008	Compensation Adjustments	-	-	-	4,689	4,773	2,790
10	0301	4051	Retirement & Taxes	26,649	28,513	28,328	27,499	22,249	25,413
10	0301	4053	Insurance	15,445	30,581	33,162	33,997	42,818	19,649
10	0301	4103	Public Notices	\$ 800	\$ 335	\$ 388	\$ 10,000	\$ 10,000	\$ 10,000
10	0301	4105	Membership Dues & Subscriptions	355	765	685	1,565	1,565	1,565
10	0301	4108	Meetings	-	271	101	240	240	240
10	0301	4110	Postage	-	-	-	50	50	50
10	0301	4151	Equipment	36,954	53	-	-	-	-
10	0301	4301	Contract Services	-	14,499	258	36,000	36,000	36,315
10	0301	4355	Miscellaneous	171	140	20	1,000	1,000	1,000
10	0301	4413	Training	593	688	1,355	1,200	1,200	2,200
10	0301	4414	Travel	1,049	878	2,294	4,000	4,000	6,500
Total Recorder				\$ 192,536	\$ 191,418	\$ 184,372	\$ 240,560	\$ 249,427	\$ 223,033

FINANCE

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Finance									
10	0401	4001	Full Time Regular	\$ 113,193	\$ 132,136	\$ 138,601	\$ 138,238	\$ 155,193	\$ 147,838
10	0401	4002	Part Time Regular	35,439	38,921	31,502	65,504	65,504	57,943
10	0401	4003	Seasonal Employees	6,518	6,731	2,137	14,321	14,321	-
10	0401	4005	Overtime	91	8	0	-	-	-
10	0401	4006	Other Compensation	1,947	1,243	650	1,200	1,200	600
10	0401	4007	Car Allowance	2,400	2,200	2,400	2,400	2,400	-
10	0401	4008	Compensation Adjustments	-	-	-	6,092	7,627	5,029
10	0401	4051	Retirement & Taxes	27,203	30,408	35,178	28,526	37,587	37,474
10	0401	4053	Insurance	12,590	11,524	23,399	10,080	24,490	25,977
10	0401	4105	Membership Dues & Subscriptions	\$ 425	\$ 849	\$ 508	\$ 1,610	\$ 1,610	\$ 1,610
10	0401	4108	Meetings	402	303	416	1,200	1,200	600
10	0401	4301	Contract Services	9,275	12,515	17,188	33,990	33,990	35,740
10	0401	4352	Bank Fees	30,354	38,706	55,399	50,000	50,000	50,000
10	0401	4355	Miscellaneous	285	1,242	687	2,375	2,375	2,375
10	0401	4413	Training	4,469	4,235	3,100	3,775	3,775	3,225
10	0401	4414	Travel	2,794	3,171	3,879	9,200	9,200	6,000
Total Finance				\$ 247,385	\$ 284,192	\$ 315,042	\$ 368,511	\$ 410,473	\$ 374,411

COMMUNICATIONS

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Communications									
10	0601	4001	Full Time Regular	\$ 123,300	\$ 127,700	\$ 98,127	\$ 91,840	\$ 91,840	\$ 73,626
10	0601	4002	Part Time Regular	2,066	1,856	20,346	49,486	49,486	54,889
10	0601	4005	Overtime	180	12	182	-	-	-
10	0601	4006	Other Compensation	1,260	690	550	-	600	600
10	0601	4007	Car Allowance						4,800
10	0601	4008	Compensation Adjustments	-	-	-	4,663	4,663	3,510
10	0601	4051	Retirement & Taxes	25,500	24,330	22,636	24,487	24,487	20,992
10	0601	4053	Insurance	510	5,824	12,565	18,743	18,743	13,667
10	0601	4108	Meetings	\$ 366	\$ 786	\$ 394	\$ 1,400	\$ 1,400	\$ 1,400
10	0601	4151	Equipment	236	587	513	700	700	20,600
10	0601	4152	Supplies	-	391	420	2,250	2,250	2,250
10	0601	4257	Communities That Care	2,950	14,138	35,611	31,000	31,000	31,000
10	0601	4355	Miscellaneous	-	102,518	98,456	16,200	16,200	3,700
10	0601	4413	Training	290	383	906	1,900	1,900	1,900
10	0601	4414	Travel	305	1,698	422	2,100	2,100	2,100
Total Communications				\$ 156,960	\$ 280,913	\$ 291,128	\$ 244,768	\$ 245,368	\$ 235,033

PLANNING

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Planning									
10	0701	4001	Full Time Regular	\$ 234,314	\$ 272,166	\$ 338,217	\$ 361,501	\$ 396,111	\$ 204,808
10	0701	4002	Part Time Regular	40,712	62,229	75,663	\$ 71,392	\$ 71,392	\$ 67,813
10	0701	4005	Overtime	3,852	1,921	1,022	\$ -	\$ -	\$ -
10	0701	4006	Other Compensation	870	536	100	\$ -	\$ -	\$ -
10	0701	4007	Car Allowance	1,286	1,300	1,300	\$ 1,300	\$ 1,300	\$ -
10	0701	4008	Compensation Adjustments	-	-	-	\$ 17,095	\$ 17,095	\$ 7,690
10	0701	4051	Retirement & Taxes	56,204	74,272	89,743	\$ 92,365	\$ 92,365	\$ 54,711
10	0701	4053	Insurance	36,483	44,579	51,079	\$ 73,174	\$ 78,951	\$ 53,022
10	0701	4105	Membership Dues & Subscriptions	\$ 51,054	\$ 1,313	\$ 8,240	\$ 8,864	\$ 8,864	\$ 1,100
10	0701	4108	Meetings	2,039	2,282	1,516	\$ 10,500	\$ 10,500	\$ 10,500
10	0701	4301	Contract Services	2,658	184	-	\$ 99,000	\$ 99,000	\$ 47,000
10	0701	4355	Miscellaneous	7,364	4,264	8,005	\$ 18,510	\$ 18,510	\$ 16,570
10	0701	4413	Training	4,437	7,797	5,821	\$ 10,284	\$ 10,284	\$ 4,075
10	0701	4414	Travel	5,702	8,451	5,963	\$ 10,673	\$ 10,673	\$ 4,434
Total Planning				\$ 446,975	\$ 481,294	\$ 586,668	\$ 774,658	\$ 815,046	\$ 471,723

BUILDING

FUND	ORG	ACCT	DESCRIPTION	ACTUAL			AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Building									
10	0801	4001	Full Time Regular	\$ 287,583	\$ 339,407	\$ 423,608	\$ 453,153	\$ 453,153	\$ 455,349
10	0801	4002	Part Time Regular	14,880	-	-	-	-	-
10	0801	4003	Seasonal Employee	6,086	6,185	6,052	11,213	11,213	-
10	0801	4005	Overtime	109	1	4	-	-	-
10	0801	4006	Other Compensation	180	300	100	-	-	-
10	0801	4007	Car Allowance	400	-	-	-	-	-
10	0801	4008	Compensation Adjustments	-	-	-	17,961	17,961	11,287
10	0801	4051	Retirement & Taxes	60,448	75,017	93,033	101,865	101,865	100,973
10	0801	4053	Insurance	4,191	9,234	15,352	51,478	51,478	44,247
10	0801	4105	Membership Dues & Subscriptions	\$ 1,004	\$ 1,313	\$ 1,190	\$ 5,460	\$ 5,460	\$ 5,460
10	0801	4108	Meetings	492	399	1,269	2,160	2,160	2,160
10	0801	4151	Equipment	-	1,083	3,504	3,500	3,500	3,500
10	0801	4152	Supplies	4,832	2,845	3,626	4,000	4,000	4,000
10	0801	4154	Uniforms	424	622	739	900	900	900
10	0801	4301	Contract Services	900	-	-	25,000	25,000	-
10	0801	4355	Miscellaneous	1,099	254	150	4,000	4,000	4,000
10	0801	4413	Training	2,042	4,060	6,896	10,550	10,550	10,550
10	0801	4414	Travel	2,189	2,467	4,179	10,000	10,000	10,000
Total Building				\$ 386,860	\$ 443,187	\$ 559,701	\$ 701,240	\$ 701,240	\$ 652,426

POLICE

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Police									
10	0901	4001	Full Time Regular	\$ -	\$ 6,476	\$ -	\$ -	\$ -	\$ -
10	0901	4002	Part Time Regular	35,452	40,981	43,072	51,140	51,140	51,441
10	0901	4051	Retirement & Taxes	1,376	2,622	3,560	4,577	4,577	4,604
10	0901	4151	Equipment	\$ -	\$ -	\$ -	\$ 2,850	\$ 2,850	\$ 2,850
10	0901	4154	Uniforms	-	-	245	3,000	3,000	3,000
10	0901	4301	Contract Services	2,291,436	2,765,443	3,204,532	4,040,558	4,040,558	4,634,681
10	0901	4355	Miscellaneous	210	140	760	1,000	1,000	1,000
Total Police				\$ 2,328,474	\$ 2,815,769	\$ 3,252,168	\$ 4,103,125	\$ 4,103,125	\$ 4,697,575

FIRE SERVICES

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Fire Services									
10	1001	4201	Water Charges	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500
10	1001	4202	Wastewater Charges	-	-	-	-	2,500	2,500
10	1001	4203	Stormwater Charges	-	-	-	-	100	100
10	1001	4204	Natural Gas Charges	-	-	-	-	1,400	1,400
10	1001	4205	Electric Charges	-	-	-	-	2,100	2,100
10	1001	4206	Telephone & Internet Charges	-	-	-	-	1,400	1,400
10	1001	4301	Contract Services	\$ 1,654,069	\$ 1,379,625	\$ 2,250,807	\$ 2,574,600	\$ 2,574,600	\$ 3,014,539
Total Fire Services				\$ 1,654,069	\$ 1,379,625	\$ 2,250,807	\$ 2,574,600	\$ 2,585,600	\$ 3,025,539

LIBRARY

FUND	ORG	ACCT	DESCRIPTION	ACTUAL			AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Library									
10	1101	4001	Full Time Regular	\$ -	\$ 455	\$ 40,962	\$ 46,463	\$ 46,463	\$ 49,297
10	1101	4002	Part Time Regular	6,829	27,741	623	18,935	18,935	40,014
10	1101	4005	Overtime	-	15	245	-	-	2,250
10	1101	4008	Compensation Adjustments	-	-	-	2,758	2,758	2,442
10	1101	4051	Retirement & Taxes	99	3,048	8,676	11,842	11,842	14,376
10	1101	4053	Insurance	-	-	-	9,600	9,600	9,600
10	1101	4105	Membership Dues & Subscriptions	\$ -	\$ 30	\$ 60	\$ 130	\$ 130	\$ 130
10	1101	4108	Meetings	-	120	-	220	220	240
10	1101	4151	Equipment	-	787	1,372	1,825	1,825	1,500
10	1101	4152	Supplies	4,855	2,792	1,831	1,850	1,850	5,280
10	1101	4257	Programs	18,197	1,624	940	1,300	1,300	5,873
10	1101	4301	Contract Services	-	-	1,200	5,700	5,700	3,800
10	1101	4355	Miscellaneous	-	17,350	17,721	20,000	20,000	20,000
10	1101	4413	Training	-	530	479	525	525	275
10	1101	4414	Travel	-	42	529	370	370	-
Total Library				\$ 29,979	\$ 54,609	\$ 74,637	\$ 121,518	\$ 121,518	\$ 155,077

PUBLIC WORKS

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Public Works Administration									
10	1201	4001	Full Time Regular	\$ 165,890	\$ 59,418	\$ 50,925	\$ 57,483	\$ 122,932	\$ 71,108
10	1201	4005	Overtime	-	-	1	8,622	18,440	10,666
10	1201	4006	Other Compensation	1,950	1,244	80	-	-	-
10	1201	4008	Compensation Adjustments	-	-	-	2,240	3,520	3,639
10	1201	4051	Retirement & Taxes	32,495	13,518	11,440	12,554	26,848	15,530
10	1201	4053	Insurance	10,349	34,161	23,146	10,038	19,674	12,776
10	1201	4101	Maintenance	\$ 11,924	\$ 2,497	\$ 933	-	-	-
10	1201	4105	Membership Dues & Subscriptions	14,749	2,710	10,826	15,220	15,220	8,470
10	1201	4108	Meetings	3,365	1,805	2,556	2,329	2,329	2,329
10	1201	4151	Equipment	11,103	6,102	1,935	9,800	9,800	9,800
10	1201	4152	Supplies	4,391	6,300	6,725	2,800	2,800	2,800
10	1201	4154	Uniforms	2,426	3,590	4,390	8,550	8,550	8,550
10	1201	4205	Electric Charges	23,827	24,155	28,181	-	-	-
10	1201	4301	Contract Services	399,850	65,405	234	-	-	-
10	1201	4303	Software Maintenance	-	600	2,292	5,400	5,400	5,400
10	1201	4355	Miscellaneous	5,682	634	-	-	-	-
10	1201	4407	Certification & Testing	422	406	6,504	11,800	11,800	8,000
10	1201	4413	Training	1,535	3,022	1,305	6,700	6,700	4,000
10	1201	4414	Travel	860	4,728	420	-	-	-
Total Public Works Administration				\$ 745,006	\$ 230,295	\$ 151,894	\$ 153,536	\$ 254,012	\$ 163,068
Public Works Grounds Maintenance									
10	1202	4001	Full Time Regular	\$ -	\$ 80,916	\$ 55,028	\$ 66,429	\$ 66,820	\$ 68,786
10	1202	4002	Part Time Regular	-	1,062	989	7,390	7,433	7,433
10	1202	4003	Seasonal Employee	-	-	11,455	13,061	13,137	15,084
10	1202	4005	Overtime	-	3,859	328	9,964	10,023	10,318
10	1202	4006	Other Compensation	-	600	600	600	600	600
10	1202	4008	Compensation Adjustments	-	-	-	2,854	2,109	4,903
10	1202	4051	Retirement & Taxes	-	19,870	13,562	16,599	16,697	17,289
10	1202	4053	Insurance	-	752	5,417	25,979	26,764	28,785
10	1202	4101	Maintenance	\$ -	\$ 7,954	\$ 3,892	\$ 15,000	\$ 15,000	\$ 15,000
10	1202	4103	Public Notices	-	-	-	250	250	250
10	1202	4105	Membership Dues & Subscriptions	-	-	451	1,930	1,930	3,200
10	1202	4151	Equipment	-	2,749	4,771	8,855	8,855	3,700
10	1202	4152	Supplies	-	24,314	24,119	12,700	12,700	32,200
10	1202	4154	Uniforms	-	-	-	1,575	1,575	1,575
10	1202	4201	Water Charges	-	135,033	154,339	150,000	150,000	150,000
10	1202	4301	Contract Services	-	152,922	168,478	366,188	366,188	306,188
10	1202	4365	Trees	-	25,559	3,632	25,000	25,000	35,000
10	1202	4407	Certification & Testing	-	850	1,020	3,550	3,550	3,550
10	1202	4413	Training	-	768	3,307	7,100	7,100	6,100
10	1202	4414	Travel	-	-	5,307	11,600	11,600	8,200
Total Public Works Grounds Maintenance				\$ -	\$ 457,208	\$ 456,695	\$ 746,623	\$ 747,331	\$ 718,159
Public Works Administration				\$ 745,006	\$ 230,295	\$ 151,894	\$ 153,536	\$ 254,012	\$ 163,068
Public Works Grounds Maintenance				-	457,208	456,695	746,623	747,331	718,159
Total Public Works				\$ 745,006	\$ 687,503	\$ 608,588	\$ 900,159	\$ 1,001,344	\$ 881,227

ENGINEERING

FUND	ORG	ACCT	DESCRIPTION	ACTUAL			AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Engineering									
10	1301	4001	Full Time Regular	\$ 99,494	\$ 73,225	\$ 76,216	\$ 82,526	\$ 83,011	\$ 96,004
10	1301	4005	Overtime	-	-	4			
10	1301	4006	Other Compensation	990	600	600	600	600	600
10	1301	4007	Car Allowance	3,600	3,600	3,600	3,600	3,600	3,600
10	1301	4008	Compensation Adjustments	-	-	-	3,215	2,377	4,950
10	1301	4051	Retirement & Taxes	22,630	17,326	17,285	18,024	18,130	20,967
10	1301	4053	Insurance	12,422	13,352	14,503	15,537	15,591	18,684
10	1301	4105	Membership Dues & Subscriptions	\$ 2,062	\$ 3,129	\$ 10,289	\$ 9,570	\$ 9,570	\$ 9,220
10	1301	4108	Meetings	269	533	723	1,500	1,500	1,500
10	1301	4151	Equipment	761	347	227	3,900	3,900	3,100
10	1301	4301	Contract Services	5,232	24,749	32,952	61,490	61,490	54,000
10	1301	4407	Certification & Testing	378	-	294	4,100	4,100	2,300
10	1301	4413	Training	1,799	3,771	3,001	2,100	2,100	1,825
10	1301	4414	Travel	2,497	569	944	4,200	4,200	3,600
Total Engineering				\$ 152,492	\$ 141,201	\$ 160,638	\$ 210,362	\$ 210,169	\$ 220,350

SANITATION

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Sanitation									
10	1401	4301	Contract Services	\$ 492,166	\$ 530,752	\$ 565,216	\$ 675,675	\$ 675,675	\$ 741,837
10	1401	4808	Bad Debt Expense	1,215	-	172	-	-	-
Total Sanitation				\$ 493,381	\$ 530,752	\$ 565,388	\$ 675,675	\$ 675,675	\$ 741,837

PARKS

FUND	ORG	ACCT	DESCRIPTION	ACTUAL			AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Parks									
10	1501	4001	Full Time Regular	\$ 237,558	\$ 267,604	\$ 285,770	\$ 274,768	\$ 274,768	\$ 288,720
10	1501	4002	Part Time Regular	4,738	1,748	688	6,285	6,285	13,989
10	1501	4003	Seasonal Employee	28,494	59,155	27,123	46,590	46,590	28,810
10	1501	4005	Overtime	2,574	2,606	1,937	8,000	8,000	5,130
10	1501	4006	Other Compensation	3,747	2,804	2,250	1,680	1,680	1,680
10	1501	4008	Compensation Adjustments	-	-	-	10,924	10,924	8,624
10	1501	4051	Retirement & Taxes	53,783	60,876	62,940	64,742	64,742	66,887
10	1501	4053	Insurance	42,740	39,684	43,098	62,914	62,914	68,407
10	1501	4101	Maintenance	\$ 56,171	\$ 86,380	\$ 108,797	\$ 179,819	\$ 179,819	\$ 100,000
10	1501	4105	Membership Dues & Subscriptions	725	-	2,699	2,000	2,000	1,155
10	1501	4108	Meetings	97	719	735	900	900	720
10	1501	4151	Equipment	1,174	53,920	32,238	57,000	57,000	18,000
10	1501	4152	Supplies	11,723	14,159	18,243	24,000	24,000	31,000
10	1501	4154	Uniforms	703	1,339	1,502	1,600	1,600	2,325
10	1501	4201	Water Charges	145,489	81,158	116,617	90,000	90,000	90,000
10	1501	4205	Electric Charges	8,312	10,436	13,302	15,000	15,000	15,000
10	1501	4208	Miscellaneous Facilities Charges	3,100	2,735	1,748	12,800	12,800	7,000
10	1501	4301	Contract Services	7,907	129,502	157,381	221,188	221,188	204,500
10	1501	4355	Miscellaneous	7,774	3,500	14,310	28,000	28,000	-
10	1501	4365	Trees	-	972	-	-	-	-
10	1501	4413	Training	1,255	4,900	1,720	5,400	5,400	3,113
10	1501	4414	Travel	377	951	991	3,500	3,500	1,250
Total Parks				\$ 618,442	\$ 825,148	\$ 894,090	\$ 1,117,111	\$ 1,117,111	\$ 956,309

RECREATION

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Recreation									
10	1601	4001	Full Time Regular	\$ 171,415	\$ 168,340	\$ 190,351	\$ 236,325	\$ 236,325	\$ 247,319
10	1601	4002	Part Time Regular	3,292	30,816	32,873	-	-	-
10	1601	4003	Seasonal Employee	18,200	31,367	49,209	47,736	47,736	51,218
10	1601	4005	Overtime	2,495	996	-	5,000	5,000	2,600
10	1601	4006	Other Compensation	733	1,250	1,630	1,440	1,440	1,440
10	1601	4008	Compensation Adjustments	-	-	-	9,207	9,207	7,082
10	1601	4051	Retirement & Taxes	38,830	38,092	46,338	55,886	55,886	58,598
10	1601	4053	Insurance	27,952	19,926	29,368	53,243	53,243	56,311
10	1601	4105	Membership Dues & Subscriptions	\$ 330	\$ 514	\$ 1,307	\$ 1,100	\$ 1,100	\$ 2,275
10	1601	4108	Meetings	151	440	304	600	600	1,200
10	1601	4151	Equipment	-	-	1,954	-	-	-
10	1601	4154	Uniforms	100	49	-	350	350	525
10	1601	4257	Programs	84,890	94,822	107,904	129,958	129,958	140,228
10	1601	4355	Miscellaneous	9,282	11,821	12,263	12,000	12,000	17,500
10	1601	4413	Training	1,924	3,291	2,840	3,605	3,605	2,733
10	1601	4414	Travel	203	1,087	1,208	3,025	3,025	1,850
Total Recreation				\$ 359,798	\$ 402,811	\$ 477,548	\$ 559,475	\$ 559,475	\$ 590,877

SPECIAL EVENTS

FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Special Events									
10	1701	4001	Full Time Regular	\$ 62,451	\$ 72,256	\$ 83,884	\$ 67,700	\$ 67,700	\$ 32,545
10	1701	4002	Part Time Regular	-	-	3,442	31,028	31,028	-
10	1701	4005	Overtime	1,818	2,119	2,352	1,500	1,500	-
10	1701	4006	Other Compensation	592	478	360	360	360	-
10	1701	4008	Compensation Adjustments	-	-	-	3,717	3,717	932
10	1701	4051	Retirement & Taxes	13,054	15,591	16,951	17,563	17,563	7,108
10	1701	4053	Insurance	262	322	378	9,600	9,600	6,947
10	1701	4105	Membership Dues & Subscriptions	\$ 849	\$ 1,460	\$ 1,975	\$ 2,450	\$ 2,450	\$ 2,450
10	1701	4108	Meetings	-	119	159	180	180	180
10	1701	4109	Special Events	69,679	77,767	126,828	135,000	135,000	152,500
10	1701	4151	Equipment	1,837	4,464	2,506	3,000	3,000	3,000
10	1701	4152	Supplies	-	-	-	-	-	1,750
10	1701	4257	Programs	-	-	-	-	-	-
10	1701	4301	Contract Services	-	-	-	-	-	30,000
10	1701	4304	Marketing	1,669	273	1,356	1,750	1,750	1,750
10	1701	4355	Miscellaneous	-	-	-	-	-	650
10	1701	4413	Training	-	135	425	650	650	650
10	1701	4414	Travel	230	433	413	650	650	650
Total Special Events				\$ 152,440	\$ 175,417	\$ 241,029	\$ 275,148	\$ 275,148	\$ 241,111

NON-DEPARTMENTAL

FUND	ORG	ACCT	DESCRIPTION	ACTUAL			AMEND #2	AMEND #3	DRAFT
				FY 22-23	FY 23-24	FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Non-Departmental									
10	1801	4110	Postage	\$ -	\$ -	\$ 1,789	\$ 2,000	\$ 2,000	\$ 2,000
10	1801	4152	Supplies	12,216	16,303	11,365	19,700	19,700	19,700
10	1801	4154	Uniforms	1,137	1,587	2,698	6,900	6,900	6,900
10	1801	4301	Contract Services	3,686	57,040	52,537	162,380	162,380	162,380
10	1801	4355	Miscellaneous	21,586	3,398	3,287	-	-	-
10	1801	4356	Community Garden	6,793	581	118	1,200	1,200	1,200
10	1801	4410	Employee Appreciation	11,658	144	-	-	-	-
10	1801	4855	General Fee Waivers	-	-	-	30,000	30,000	30,000
10	1801	6049	Transfer to Capital Projects	\$ 523,953	\$ 1,520,225	\$ 1,064,831	\$ 235,000	\$ 235,000	\$ 1,073,750
10	1801	6052	Transfer to Wastewater Fund	-	11,055	-	-	-	-
10	1801	6053	Transfer to Stormwater Fund	-	26,661	570	240,133	240,133	308,167
10	1801	6054	Transfer to Transportation Fund	689,595	375,439	772,419	959,650	1,725,061	1,470,999
10	1801	6061	Transfer to Internal Service Fund	433,001	769,904	730,734	973,910	973,910	605,534
Total Non-Departmental				\$ 1,703,625	\$ 2,782,337	\$ 2,640,348	\$ 2,630,873	\$ 3,396,284	\$ 3,680,631

IMPACT FEES

FUND 23				ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET	BUDGET
				FY 25-26	FY 25-26	FY 26-27			
Revenue									
23	2301	3754	Public Safety Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	2302	3501	Roadway Interest	27,654	50,832	27,057	13,800	13,800	-
23	2302	3754	Roadway Facilities Impact Fees	195,718	802,777	994,426	800,000	800,000	970,000
23	2303	3754	Park Facilities Impact Fees	-	-	-	400,000	100,000	175,000
23	2304	3754	Storm & Groundwater Facilities Impact Fees	10,784	34,894	11,524	34,500	34,500	61,200
			Use of Prior Year Fund Balance	-	-	-	1,219,700	1,219,700	1,011,800
			Total Revenue	\$ 234,156	\$ 888,503	\$ 1,033,007	\$ 2,468,000	\$ 2,168,000	\$ 2,218,000
Public Safety Facilities									
23	2301	4301	Contract Services	\$ -	\$ -	\$ -	25,000	25,000	25,000
23	2301	4651	Capital Expense	-	-	-	-	-	-
			Total Public Safety Facilities	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
Roadway Facilities									
23	2302	4301	Contract Services	\$ 53,938	\$ -	\$ 12,425	25,000	25,000	25,000
23	2302	4651	Capital Expense	31,373	69,470	84,524	1,821,750	1,821,750	1,913,000
			Total Roadway Facilities	\$ 85,312	\$ 69,470	\$ 96,949	\$ 1,846,750	\$ 1,846,750	\$ 1,938,000
Park Facilities									
23	2303	4301	Contract Services	\$ -	\$ -	\$ -	25,000	25,000	25,000
23	2303	4651	Capital Expense	-	-	-	400,000	100,000	150,000
			Total Park Facilities	\$ -	\$ -	\$ -	\$ 425,000	\$ 125,000	\$ 175,000
Storm & Groundwater Facilities									
23	2304	4301	Contract Services	\$ -	\$ 40,000	\$ -	40,000	40,000	40,000
23	2304	4651	Capital Expense	10,784	34,037	9,436	131,250	131,250	40,000
			Total Storm & Groundwater Facilities	\$ 10,784	\$ 74,037	\$ 9,436	\$ 171,250	\$ 171,250	\$ 80,000
			Public Safety Facilities	\$ -	\$ -	\$ -	25,000	25,000	25,000
			Roadway Facilities	85,312	69,470	96,949	1,846,750	1,846,750	1,938,000
			Park Facilities	-	-	-	425,000	125,000	175,000
			Storm & Groundwater Facilities	10,784	74,037	9,436	171,250	171,250	80,000
			Total Impact Fees Fund	\$ 96,096	\$ 143,507	\$ 106,385	\$ 2,468,000	\$ 2,168,000	\$ 2,218,000
			Surplus (Deficit)	\$ 138,061	\$ 744,996	\$ 926,622	\$ -	\$ -	\$ -

REDEVELOPMENT AGENCY

FUND 25								AMEND #1	DRAFT
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	ACTUAL FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Revenue									
25	2501	3110	Property Tax Increment	\$ 7,923,319	\$ 8,975,367	\$ 9,576,055	\$ 12,672,000	\$ 13,212,155	\$ 15,359,984
25	2501	3113	RDA Admin	330,138	373,974	399,002	528,000	550,506	640,016
25	2501	3501	Interest Income	1,805,905	2,053,524	1,647,366	1,750,000	1,750,000	765,000
25	2501	3205	Grant Revenue	-	-	216,402	3,372,441	3,372,441	-
			Beginning Fund Balance Appropriation			-	16,414,610	15,939,456	13,073,656
Total Revenue				\$ 10,059,362	\$ 11,829,870	\$ 11,838,825	\$ 34,737,051	\$ 34,824,558	\$ 29,838,656
RDA									
25	2501	4103	Public Notices	\$ -	\$ 410	\$ 757	\$ 2,000	\$ 2,000	\$ 2,000
25	2501	4301	Contract Services	369,201	294,072	416,467	738,400	803,400	803,650
25	2501	4457	TIFF Payments	2,167,758	3,799,641	4,152,324	2,511,258	2,511,258	2,609,362
25	2501	4651	Capital Expense	18,820,158	4,074,879	3,690,989	24,012,441	24,012,441	18,987,441
25	2501	4802	Principal on Debt	4,059,427	4,232,187	4,411,192	4,591,477	4,591,477	4,638,000
25	2501	4803	Interest on Debt	2,818,775	2,646,515	2,466,511	2,278,475	2,278,475	2,083,188
25	2501	4808	Bad Debt Expense	-	-	50,100			
25	2501	6010	Transfer to General Fund (Admin)	330,138	373,974	399,002	528,000	550,506	640,016
25	2501	6061	Transfer to Internal Service Fund	56,420	62,898	75,000	75,000	75,000	75,000
Total RDA				\$ 28,633,987	\$ 15,484,583	\$ 15,662,343	\$ 34,737,051	\$ 34,824,558	\$ 29,838,656
Surplus (Deficit)				\$ (18,574,625)	\$ (3,654,713)	\$ (3,823,518)	\$ -	\$ 0	\$ -

CAPITAL PROJECTS

FUND 49				ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET	BUDGET
				FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 25-26	FY 26-27
Revenue									
49	4901	5010	Transfer from General Fund	\$ 523,953	\$ 1,520,225	\$ 1,064,831	\$ 235,000	\$ 235,000	\$ 1,073,750
49	4901	3205	Grants	-	-	10,000,000	105,280	105,280	-
49	4901	3680	Lease Proceeds	-	-	42,680	-	-	-
49	4901	3890	Beginning Fund Balance Appropriation	-	-	-	14,065,550	14,065,550	3,905,268
Total Revenue				\$ 523,953	\$ 1,520,225	\$ 11,107,511	\$ 14,405,830	\$ 14,405,830	\$ 4,979,018
Capital Projects									
49	4901	4651	Capital Expense	281,063	637,358	938,730	13,047,500	13,080,340	3,579,018
49	4901	6010	Transfer to General Fund	-	-	3,000	1,358,330	1,325,490	1,400,000
Total Capital Projects				\$ 281,063	\$ 637,358	\$ 949,477	\$ 14,405,830	\$ 14,405,830	\$ 4,979,018
Surplus (Deficit)				\$ 242,889	\$ 882,867	\$ 10,158,034	\$ -	\$ -	\$ -

WASTEWATER

FUND 52

				AMEND #1		AMEND #2		AMEND #3		DRAFT	
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	ACTUAL FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Revenue											
52	5201	3501	Interest income								
52	5201	3602	Utility Service Sales	\$ 1,679,575	\$ 2,148,222	\$ 2,701,846	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,800,000	\$ 2,856,000
52	5201	3752	Industrial Pretreatment Fees			-	-	-	-	-	-
52	5201	3825	Late Fees			-	-	-	-	-	-
52	5201	3754	Impact Fees	110,004	480,370	118,303	245,000	245,000	245,000	245,000	230,000
52	5201	3835	Developer Contributions	1,568,850	1,201,000	499,780					
52	5201	3851	Miscellaneous Revenue	-	-	-	-	-	-	-	-
52	5201	5010	Transfer from General Fund	-	11,055	-	-	-	-	-	-
			Beginning Fund Balance Appropriation	-	-	-	2,697,665	2,703,089	2,707,785	2,525,437	1,131,471
Total Revenue				\$ 3,358,429	\$ 3,840,648	\$ 3,319,929	\$ 5,742,665	\$ 5,748,089	\$ 5,752,785	\$ 5,570,437	\$ 4,217,471
Wastewater Collection											
52	5201	4001	Full Time Regular	\$ 229,258	\$ 197,649	\$ 261,292	\$ 312,157	\$ 312,157	\$ 312,157	\$ 311,210	\$ 358,036
52	5201	4002	Part Time Regular	2,110	123	4,703	2,228	2,228	2,228	5,602	8,278
52	5201	4003	Seasonal Employee	455	-	142	955	955	955	960	-
52	5201	4005	Overtime	985	311	228	7,000	7,000	7,000	7,000	7,000
52	5201	4006	Other Compensation	550	-	-	-	-	-	-	-
52	5201	4008	Compensation Adjustments	-	-	-	12,286	12,286	12,272	9,059	23,859
52	5201	4051	Retirement & Taxes	50,334	25,337	67,197	69,907	69,907	69,471	70,006	77,981
52	5201	4053	Insurance	35,941	41,304	58,273	81,699	81,699	76,845	81,545	94,977
52	5201	4101	Maintenance	\$ 34,351	\$ 95,299	\$ 223,000	\$ 266,245	\$ 266,245	\$ 266,245	\$ 266,245	\$ 232,000
52	5201	4105	Membership Dues & Subscriptions	949	872	898	5,450	5,450	5,450	5,450	5,450
52	5201	4108	Meetings	-	295	122	480	480	480	480	500
52	5201	4151	Equipment	10,982	5,093	8,724	40,900	40,900	40,900	40,900	60,650
52	5201	4152	Supplies	2,860	4,689	33,196	108,500	108,500	108,500	108,500	98,150
52	5201	4154	Uniforms	456	506	953	2,700	2,700	2,700	2,700	2,700
52	5201	4201	Water Usage	-	1,216	1,240	1,500	1,500	1,500	1,500	1,500
52	5201	4205	Electric Charges	17,353	17,541	22,421	31,050	31,050	31,050	31,050	46,750
52	5201	4301	Contract Services	908,832	1,028,989	1,711,148	1,419,600	1,419,600	2,356,187	2,356,187	1,794,540
52	5201	4306	Public Engagement	-	-	30	1,400	1,400	1,400	1,400	1,400
52	5201	4407	Certification & Testing	631	525	1,112	7,500	7,500	7,500	7,500	7,500
52	5201	4413	Training	-	810	2,515	4,000	4,000	4,000	4,000	4,200
52	5201	4414	Travel	-	1,160	1,211	4,000	4,000	4,000	4,000	2,000
52	5201	4651	Capital Expense	-	-	581,603	3,100,337	3,100,337	2,173,750	1,986,947	1,140,000
52	5201	4803	Interest on Debt	-	56,831	64,578	100,000	100,000	100,000	100,000	100,000
52	5201	4804	Cost of Issuance	-	20,424	-	-	-	-	-	-
52	5201	4808	Bad Debt Expense	2,687	-	135	-	-	-	-	-
52	5201	4901	Depreciation - Do not budget for	453,558	501,256	539,460	-	-	-	-	-
52	5201	6061	Transfer to Internal Service Fund	125,050	141,930	141,734	162,771	168,195	168,195	168,195	150,000
Total Wastewater Collection				\$ 1,877,342	\$ 2,142,159	\$ 3,725,917	\$ 5,742,665	\$ 5,748,089	\$ 5,752,785	\$ 5,570,437	\$ 4,217,471
Surplus (Deficit)				\$ 1,481,087	\$ 1,698,488	\$ (405,989)	\$ (0)	\$ (0)	\$ 0	\$ 0	\$ -

STORMWATER

FUND 53				ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET	BUDGET
				FY 25-26	FY 25-26	FY 26-27			
Revenue									
53	5301	3602	Utility Service Sales	\$ 328,334	\$ 305,713	\$ 362,946	\$ 350,000	\$ 350,000	\$ 375,000
53	5301	3835	Developer Contributions	2,217,700	2,038,000	657,208	-	-	-
53	5301	5010	Transfer from General Fund	-	26,661	570	240,133	240,133	308,167
			Beginning Fund Balance Appropriation	-	-	-	36,005	36,687	36,687
Total Revenue				\$ 2,546,034	\$ 2,370,374	\$ 1,020,724	\$ 626,138	\$ 626,820	\$ 719,854
Stormwater Administration & Permitting									
53	5301	4001	Full Time Regular	\$ 79,106	\$ 176,151	\$ 253,588	\$ 263,799	\$ 261,032	\$ 331,665
53	5301	4002	Part Time Regular	-	-	4,818	2,228	5,569	37,621
53	5301	4003	Seasonal Employee	226	-	-	955	955	-
53	5301	4005	Overtime	198	954	1,964	6,000	6,000	6,000
53	5301	4006	Other Compensation	-	-	-	240	240	-
53	5301	4008	Compensation Adjustments	-	-	-	10,345	10,327	22,184
53	5301	4051	Retirement & Taxes	17,280	22,401	63,778	59,756	59,882	78,917
53	5301	4053	Insurance	6,458	14,407	36,020	53,071	53,071	76,178
53	5301	4101	Maintenance	\$ 1,013	\$ 7,439	\$ 4,830	\$ 35,000	\$ 35,000	\$ 49,135
53	5301	4103	Public Notices	-	-	-	200	200	200
53	5301	4105	Membership Dues & Subscriptions	963	1,470	1,787	3,000	3,000	3,000
53	5301	4108	Meetings	-	-	-	1,240	1,240	1,240
53	5301	4151	Equipment	-	-	-	1,400	1,400	1,400
53	5301	4152	Supplies	1,141	-	1,513	9,500	9,500	4,515
53	5301	4154	Uniforms	-	312	-	1,850	1,850	3,500
53	5301	4205	Electric Charges	-	-	-	-	-	-
53	5301	4301	Contract Services	6,490	-	6,129	53,000	53,000	53,000
53	5301	4303	Software Maintenance	1,200	1,200	1,320	1,400	1,400	1,400
53	5301	4306	Public Engagement	462	103	373	3,500	3,500	3,500
53	5301	4407	Certification & Testing	1,750	1,750	2,200	3,400	3,400	3,400
53	5301	4413	Training	85	-	160	1,000	1,000	3,000
53	5301	4414	Travel	1,339	-	121	-	-	-
53	5301	4651	Capital Expense	-	-	-	-	-	-
53	5301	4808	Bad Debt Expense	370	-	36	-	-	-
53	5301	4901	Depreciation	125,350	198,273	269,594	-	-	-
53	5301	6061	Transfer to Internal Service Fund	59,605	89,942	111,607	115,255	115,255	40,000
Total Stormwater Admin & Permitting				\$ 303,035	\$ 514,402	\$ 759,838	\$ 626,138	\$ 626,820	\$ 719,854
Stormwater Admin & Permitting				\$ 303,035	\$ 514,402	\$ 759,838	\$ 626,138	\$ 626,820	\$ 719,854
Stormwater Maintenance				-	-	-	-	-	-
Total Stormwater				\$ 303,035	\$ 514,402	\$ 759,838	\$ 626,138	\$ 626,820	\$ 719,854
Surplus (Deficit)				\$ 2,242,999	\$ 1,855,972	\$ 260,886	\$ (0)	\$ 0	\$ (0)

WATER

FUND 51

						AMEND #2	AMEND #3	DRAFT	
				ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 25-26	FY 26-27
Revenue									
51	5101	3205	Grant Revenue	\$ 1,702,174	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
51	5101	3501	Interest Income	-	426,802	219,541	175,000	175,000	-
51	5101	3602	Utility Service Sales	2,288,371	3,320,268	3,676,609	3,700,000	3,700,000	4,369,901
51	5101	3754	Impact Fees	50,191	117,350	64,845	130,000	130,000	150,000
51	5101	3803	Connection Fees	23,300	59,072	46,895	55,000	55,000	70,000
51	5101	3825	Late Fees	19,038	32,404	24,954	15,000	15,000	15,000
			Beginning Fund Balance Appropriation	-	-	-	3,257,099	3,269,781	2,914,083
Total Revenue				\$ 5,542,342	\$ 7,141,896	\$ 4,426,849	\$ 7,332,099	\$ 7,344,781	\$ 7,518,984
Water Distribution									
51	5101	4001	Full Time Regular	\$ 366,892	\$ 366,744	\$ 441,692	\$ 534,688	\$ 531,921	\$ 568,329
51	5101	4002	Part Time Regular	6,329	1,079	5,363	7,154	10,496	13,233
51	5101	4003	Seasonal Employee	3,568	-	5,753	11,571	11,571	10,056
51	5101	4005	Overtime	2,364	570	621	15,000	15,000	15,000
51	5101	4006	Other Compensation	1,890	1,200	1,030	840	840	600
51	5101	4007	Car Allowance	4,100	1,400	-	-	-	-
51	5101	4008	Compensation Adjustments	-	-	-	21,138	21,119	-
51	5101	4051	Retirement & Taxes	84,132	47,136	115,501	120,203	120,328	-
51	5101	4053	Insurance	57,154	80,082	107,632	142,356	142,356	167,021
51	5101	4101	Maintenance	\$ 45,010	\$ 59,021	\$ 46,653	\$ 174,122	\$ 174,122	\$ 147,500
51	5101	4105	Membership Dues & Subscriptions	1,181	1,036	1,078	5,040	5,040	5,270
51	5101	4108	Meetings	260	283	-	1,400	1,400	1,550
51	5101	4151	Equipment	1,368	732	5,909	37,000	37,000	29,750
51	5101	4152	Supplies	13,102	8,290	(1,202)	42,500	42,500	28,000
51	5101	4154	Uniforms	365	898	1,110	3,350	3,350	4,500
51	5101	4157	Meters	149,095	91,075	84,381	150,000	150,000	125,000
51	5101	4205	Electric Charges	9,290	8,294	9,613	210,000	210,000	211,800
51	5101	4301	Contract Services	1,344,098	1,352,683	1,443,565	1,933,850	1,945,850	2,112,800
51	5101	4303	Software Maintenance	-	-	-	3,125	3,125	3,125
51	5101	4306	Public Engagement	-	-	47	22,150	22,150	22,150
51	5101	4355	Miscellaneous	85	934	139	-	-	-
51	5101	4407	Certification & Testing	3,455	1,688	3,431	9,800	9,800	14,300
51	5101	4413	Training	695	2,279	1,692	8,300	8,300	7,500
51	5101	4414	Travel	676	1,216	319	7,100	7,100	6,000
51	5101	4651	Capital Expense	-	-	140,784	3,030,454	3,030,454	3,175,500
51	5101	4803	Interest on Debt	-	511,476	581,204	600,000	600,000	600,000
51	5101	4804	Cost of Issuance	-	183,813	-	-	-	-
51	5101	4808	Bad Debt Expense	14,449	-	442	-	-	-
51	5101	6061	Transfer to Internal Service Fund	237,841	256,688	179,300	240,959	240,959	250,000
Total Water Distribution				\$ 2,545,292	\$ 3,224,142	\$ 3,633,776	\$ 7,332,099	\$ 7,344,781	\$ 7,518,984
Surplus (Deficit)				\$ 2,997,050	\$ 3,917,754	\$ 793,073	\$ 0	\$ (0)	\$ -

TRANSPORTATION

FUND 54				AMEND #2	AMEND #3	AMEND #4	DRAFT			
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	ACTUAL FY 24-25	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 25-26	BUDGET FY 26-27
Revenue										
54	5401	3401	Road Cut Fee	\$ 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	5401	3757	Utility Transportation Fee	-	-	-	1,101,587	895,740	-	-
54	5401	3205	Grant Revenue	-	25,000	-	-	-	-	-
54	5401	5010	Transfer from General Fund	689,595	375,439	772,419	959,650	1,064,321	1,725,061	1,470,999
			Beginning Fund Balance Appropriation	-	-	-	169,957	154,957	154,957	150,000
Total Revenue				\$ 689,611	\$ 400,439	\$ 772,419	\$ 2,231,194	\$ 2,115,018	\$ 1,880,018	\$ 1,620,999
Transportation										
54	5401	4001	Full Time Regular	\$ 179,291	\$ 157,908	\$ 234,751	\$ 257,673	\$ 257,673	\$ 257,673	\$ 318,289
54	5401	4002	Part Time Regular	-	708	659	8,707	8,707	8,707	39,399
54	5401	4003	Seasonal Employee	-	-	5,325	-	-	-	-
54	5401	4005	Overtime	574	986	2,083	27,000	27,000	27,000	27,000
54	5401	4006	Other Compensation	1,600	900	600	1,320	1,320	1,320	1,321
54	5401	4008	Compensation Adjustments	-	-	-	10,105	10,105	10,105	23,257
54	5401	4051	Retirement & Taxes	37,611	20,122	59,039	59,082	59,082	59,082	76,065
54	5401	4053	Insurance	9,412	19,109	30,939	60,810	60,810	60,810	82,037
54	5401	4101	Maintenance	\$ 4,376	\$ 16,759	\$ 28,612	\$ 58,000	\$ 73,000	\$ 73,000	\$ 51,000
54	5401	4105	Membership Dues & Subscriptions	-	2,420	3,019	5,890	5,890	5,890	8,890
54	5401	4108	Meetings	-	-	110	600	600	600	600
54	5401	4151	Equipment	86,736	11,162	31,744	12,900	12,900	12,900	16,650
54	5401	4152	Supplies	1,466	25,336	24,391	48,000	33,000	33,000	43,000
54	5401	4154	Uniforms	406	269	392	3,750	3,750	3,750	3,300
54	5401	4205	Electrical Charges	-	-	-	38,400	38,400	38,400	42,240
54	5401	4301	Contract Services	272,118	48,196	394,581	801,357	809,257	824,257	662,500
54	5401	4355	Miscellaneous	-	-	(2)	5,000	5,000	5,000	5,000
54	5401	4413	Training	-	370	1,590	6,250	6,250	6,250	5,550
54	5401	4414	Travel	-	941	371	4,900	4,900	4,900	4,900
54	5401	4651	Capital Expense	-	-	-	410,000	410,000	160,000	10,000
54	5401	4808	Bad Debt Expense	1,888	-	1	-	-	-	-
54	5401	6061	Transfer to Internal Service Fund	123,253	213,216	255,810	287,375	287,375	287,375	200,000
54	5401	9580	Budgeted Increase in Fund Balance	-	-	-	124,076	-	-	-
Total Transportation				\$ 718,732	\$ 518,401	\$ 1,074,014	\$ 2,231,194	\$ 2,115,018	\$ 1,880,018	\$ 1,620,999
Surplus (Deficit)				\$ (29,121)	\$ (117,962)	\$ (301,595)	\$ (0)	\$ (0)	\$ (0)	\$ (0)

INTERNAL SERVICE

FUND 61				ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET	BUDGET
				FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 25-26	FY 26-27
Revenue									
61	6101	3691	Insurance Reimbursements	\$ -	\$ -	\$ 120,667	\$ -	\$ -	\$ -
61	6101	3807	Sale of Vehicles	-	45,945	-	-	-	-
61	6101	3820	Sale of Fixed Assets	-	-	4,000	-	-	-
61	6101	5010	Transfer from General Fund	433,001	769,904	730,734	973,910	973,910	605,534
61	6101	5025	Transfer from RDA Fund	56,420	62,898	75,000	75,000	75,000	75,000
61	6101	5051	Transfer from Water Fund	237,841	256,688	179,300	240,959	240,959	250,000
61	6101	5052	Transfer from Wastewater Fund	125,050	141,930	141,734	168,195	168,195	150,000
61	6101	5053	Transfer from Stormwater Fund	59,605	89,942	111,607	115,255	115,255	308,167
61	6101	5054	Transfer from Transportation Fund	123,253	213,216	255,810	287,375	287,375	200,000
			Beginning Fund Balance Appropriation	-	-	-	44,609	45,969	-
Total Revenue				\$ 1,035,170	\$ 1,580,523	\$ 1,618,852	\$ 1,905,303	\$ 1,906,663	\$ 1,588,701
Internal Service Administration									
61	6101	4001	Full Time Regular	\$ 19,008	\$ 14,720	\$ -	\$ -	\$ -	\$ -
61	6101	4051	Retirement & Taxes	3,857	3,620	-	-	-	-
61	6101	4053	Insurance	89	2,179	-	-	-	-
61	6101	4301	Contract Services	120,889	133,428	217,100	240,328	240,328	103,006
61	6101	4901	Depreciation - Do not budget for	159,245	229,105	286,023	-	-	-
Total Internal Service Administration				\$ 303,088	\$ 383,053	\$ 503,123	\$ 240,328	\$ 240,328	\$ 103,006
Facilities									
61	6102	4001	Full Time Regular	\$ 20,596	\$ 32,817	\$ 55,939	\$ 66,429	\$ 66,429	\$ 68,786
61	6102	4002	Part Time Regular	8,074	1,062	989	7,390	7,390	7,433
61	6102	4003	Seasonal Employee	-	-	7,989	13,061	13,061	15,084
61	6102	4005	Overtime	-	10	300	-	-	-
61	6102	4008	Compensation Adjustments	-	-	-	2,854	2,854	4,903
61	6102	4051	Retirement & Taxes	4,030	(10,618)	19,977	16,599	16,599	17,289
61	6102	4053	Insurance	2,891	10,942	20,090	25,979	25,979	28,785
61	6102	4101	Maintenance	\$ 7,244	\$ 6,564	\$ 8,834	\$ 49,500	\$ 49,500	\$ 14,500
61	6102	4105	Memberships Dues & Subscriptions	1,447	-	-	-	-	-
61	6102	4107	Lease Payments	67,943	74,130	76,344	79,500	79,500	79,500
61	6102	4152	Supplies	11,604	11,309	7,735	16,000	16,000	17,000
61	6102	4201	Water Charges	-	3,060	3,275	3,850	3,850	3,850
61	6102	4204	Natural Gas Charges	9,877	6,933	7,406	14,850	14,850	14,850
61	6102	4205	Electric Charges	11,939	13,225	18,870	19,360	19,360	19,360
61	6102	4206	Telephone & Internet	18,638	22,451	36,133	45,800	45,800	48,200
61	6102	4208	Miscellaneous Facilities Charges	5,020	948	3,676	4,000	4,000	4,000
61	6102	4210	Cellular Phone Bills	17,195	23,180	27,053	28,750	28,750	28,750
61	6102	4301	Contract Services	54,514	80,879	83,208	100,527	100,527	102,027
61	6102	4355	Miscellaneous	-	11,321	-	-	-	-
Total Facilities				\$ 241,010	\$ 288,213	\$ 377,817	\$ 494,449	\$ 494,449	\$ 474,316
Fleet Management									
61	6103	4101	Maintenance	\$ 14,006	\$ 17,442	\$ 19,388	\$ 27,000	\$ 27,000	\$ 28,500
61	6103	4107	Lease Payments	15,593	12,539	55,259	288,539	288,539	288,539
61	6103	4151	Equipment	2,516	432	2,530	10,000	10,000	10,000
61	6103	4301	Contract Services	121	14,316	14,993	36,040	36,040	36,039
61	6103	4751	Vehicle Replacement	209	24,290	-	-	-	-
61	6103	4759	Vehicle Repairs	7,906	7,636	101,303	15,000	15,000	15,000
61	6103	4760	Vehicle Fuel	50,597	54,467	52,306	99,126	99,126	99,126
Total Fleet Management				\$ 90,948	\$ 131,122	\$ 245,779	\$ 475,706	\$ 475,706	\$ 477,205

INTERNAL SERVICE

FUND 61				ACTUAL	ACTUAL	ACTUAL	AMEND #2	AMEND #3	DRAFT
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	BUDGET	BUDGET	BUDGET
				FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 25-26	FY 26-27
Information Systems									
61	6104	4151	Equipment	\$ 3,210	\$ 8,165	\$ 4,017	\$ 10,050	\$ 10,050	\$ 16,250
61	6105	4301	Contract Services	-	-	-	-	-	86,900
61	6104	4303	Software Maintenance	67,961	119,238	111,121	246,122	246,122	170,122
61	6104	4551	Computer Replacement	27,981	33,816	22,049	26,000	26,000	21,000
Total Information Systems				\$ 99,152	\$ 161,219	\$ 137,188	\$ 282,172	\$ 282,172	\$ 294,272
Human Resources									
61	6105	4001	Full Time Regular	\$ -	\$ 130,828	\$ 139,578	\$ 147,515	\$ 147,515	\$ 70,425
61	6105	4006	Other Compensation	-	2,552	590	720	720	-
61	6105	4008	Compensation Adjustments	-	-	-	5,747	5,747	7,016
61	6105	4051	Retirement & Taxes	-	30,393	31,963	32,217	32,217	15,381
61	6105	4053	Insurance	-	27,171	44,674	46,727	46,727	24,740
61	6105	4054	Wellness	-	-	12,870	18,450	19,740	18,810
61	6105	4105	Membership Dues & Subscriptions	\$ -	\$ 961	\$ 1,266	\$ 1,480	\$ 2,150	\$ 1,310
61	6105	4108	Meetings	-	69	72	240	240	240
61	6105	4152	Supplies	-	21	160	200	200	400
61	6105	4301	Contract Services	-	-	-	-	-	40,000
61	6105	4355	Miscellaneous	-	35,072	104,941	45,152	45,152	37,280
61	6105	4410	Employee Appreciation	-	15,162	10,629	13,000	13,000	15,000
61	6105	4413	Training	-	2,490	638	17,300	17,300	7,300
61	6105	4414	Travel	-	1,649	-	2,000	1,400	2,000
Total Human Resources				\$ -	\$ 246,368	\$ 347,381	\$ 330,748	\$ 332,108	\$ 239,902
Internal Service Administration				\$ 303,088	\$ 383,053	\$ 503,123	\$ 240,328	\$ 240,328	\$ 103,006
Facilities				241,010	288,213	377,817	494,449	494,449	474,316
Fleet Management				90,948	131,122	245,779	475,706	475,706	477,205
Information Systems				99,152	161,219	137,188	282,172	282,172	294,272
Human Resources				-	246,368	347,381	330,748	332,108	239,902
Total Internal Service				\$ 734,198	\$ 1,209,975	\$ 1,611,288	\$ 1,823,403	\$ 1,824,763	\$ 1,588,701
Surplus (Deficit)				\$ 300,972	\$ 370,548	\$ 7,564	\$ 81,900	\$ 81,900	\$ 0



1

MINUTES OF A SPECIAL CITY COUNCIL MEETING

2

May 26, 2026, at 5:01 PM

Present

Absent

- 4 Mayor Zack Stratton
- 5 Councilmember Parker McCumber
- 6 Councilmember Jacob Wood
- 7 Councilmember Jacob Holdaway
- 8 Councilmember David Lauret
- 9 Councilmember Ezra Nair (Arrived at 5:09pm)

Staff Present: Chief Deputy Holden Rockwell with the Utah County Sheriff’s Office, Administrative Director David Kyle Herring, Finance Director Evan Smith, Community Enrichment Director Brian Vawdrey, Public Works Director Naseem Ghandour, Media Specialist Brailee Tyler City Manager Brian Voeks, City Planner Anthony Fletcher, City Recorder Robin Bond, and Deputy City Recorder Tony Lara

15

Others Speaking: Michele Sorensen, Ada Wilson, David Smith, Jennifer Lyman, Joe Jensen and Jason Sundberg with the Timpanogos School District. Vineyard Residents David Pearce and Bryce Brady.

19

1. CALL TO ORDER


21

 Mayor Stratton called the meeting to order at 5:01pm

23

2. INVOCATION OR INSPIRATIONAL THOUGHT AND PLEDGE OF ALLEGIANCE (BY INVITATION)

26

 Councilmember Nair offered a prayer and led the pledge of allegiance, he also took a moment to recognize the men and women of the armed forces in honor of Memorial Day.


29

3. WORK SESSION

31


3.1. Presentation and Discussion of the Timpanogos School District (TSD) (by TSD Administration and Board Representatives)

34

 Representatives from the newly formed Timpanogos School District provided an update on district formation efforts, including development of the district vision, school and facility tours, stakeholder outreach, staffing, and communication initiatives. The board discussed plans for special education and transition education programs, projected enrollment trends, district finances, and the ongoing boundary study process. Council members and district representatives also discussed transportation services, school feeder patterns, future school facility needs in

40


41 Vineyard, and opportunities for collaboration regarding growth projections and community
42 communication.


43
44  The conversation concluded with discussion of the Vineyard Redevelopment Agency
45 (RDA), the district's participation in RDA funding, and a commitment to continue discussions
46 regarding future financial planning and coordination between the City and School District.

47
48
49 The Council recessed at 5:50pm

50
51 The meeting resumed at 6:00pm

52
53 **3.2. Discuss Tentative Budget for Fiscal Year 2026-2027**

54
55  Finance Director Evan Smith provided an update on revisions made to the tentative budget
56 following discussions with department heads and council members. The presentation included
57 adjustments to communications staffing, software and operational expenses, and transfers
58 between funds. Council reviewed proposed capital projects, including parks improvements,
59 wetlands and mountain bike park projects, the Public Works building expansion, environmental
60 remediation efforts, transportation projects, and rail spur realignment. Discussion focused on
61 project prioritization, grant impacts, funding sources, timing of planned improvements, and the
62 need to balance immediate infrastructure needs with long-term capital planning


63
64
65  Administrative Director David Kyle Herring updated the council regarding ongoing
66 refinements to the proposed budget, including funding for the Vineyard Cares program, Human
67 Resources software and process improvements, and the elimination of several software
68 subscriptions to reduce costs and reallocate resources to higher priorities. Council also discussed
69 the challenge of maintaining transparency while budget revisions continue throughout the review
70 process and agreed to make updated budget versions available with meeting materials.

71
72 **4. PRESENTATIONS, RECOGNITIONS, AWARDS, OR PROCLAMATIONS**

73
74 **4.1. Vineyard City Library Certification**

75 This item was moved to the next city council meeting.


76
77 **4.2 \$694,500 Utah Outdoor Recreation Grant Awarded to Vineyard City for All-
78 Wheels Concrete Skate Park**


79
80  Community Enrichment Director Brian Vawdrey announced that the City was awarded
81 \$694,500 through the Utah Division of Outdoor Recreation to support construction of the skate
82 park. Staff reviewed the planning and grant application process, including partnerships with
83 skate park design professionals, community outreach efforts, and support from both current and
84 former city councils.

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87 **5. PUBLIC COMMENTS (3 MINUTES)**


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 David Pearce, living in the Cascade neighborhood, commented on statements made during a previous council meeting regarding the roles and authority of the governing body. He expressed concerns about comments suggesting the Council could override voters and that the mayor serves only as a figurehead and offered his interpretation of the applicable state code.

 Bryce Brady, living in the Elms neighborhood, expressed appreciation to the City Council, staff, and community members involved in securing funding for the skate park project, noting that the effort had been years in the making. He voiced enthusiasm for the park’s future impact on the community and encouraged continued public engagement in identifying alternative locations for a future mountain bike park project.

6. MAYOR AND COUNCILMEMBERS' REPORTS, DISCLOSURES, OR RECUSALS

 Councilmember Holdaway recognized the passing of Kathy Holdaway and expressed condolences to her family. He highlighted her contributions to the community, including her involvement in Vineyard’s incorporation efforts and many years of service and participation in community events, noting the lasting impact she had on the city and its residents.

7. STAFF, COMMISSION, AND COMMITTEE REPORTS


 City Manager Brian Voeks shared impressions from his first day, noting that he had toured the community and begun familiarizing himself with City operations. He expressed appreciation for the opportunity, complimented the professionalism and friendliness of City staff, and stated his enthusiasm for working with the Council, Mayor, staff, and residents moving forward.


8. CONSENT ITEMS

8.1. Approval of the May 12, 2026, City Council Meeting Minutes

8.2. Approval of the May 19, 2026, City Council Meeting Minutes

8.3. Approve Resolution 2026-29 City Manager


 **Motion:** COUNCILMEMBER NAIR MOVED TO APPROVE CONSENT ITEMS 8.1 AND 8.2 AS PRESENTED. COUNCILMEMBER LAURET SECONDED. COUNCILMEMBERS MCCUMBER, HOLDAWAY, WOOD, LAURET AND NAIR VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.

 **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO APPROVE CONSENT ITEM 8.3, ADOPTING RESOLUTION 2026-29. COUNCILMEMBER WOOD SECONDED. THE ROLL CALL WAS AS FOLLOWS: COUNCILMEMBERS NAIR, LAURET, WOOD, HOLDAWAY AND MCCUMBER VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.

9. APPOINTMENTS/REMOVALS


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9.1. Appoint Brian Voeks as City Manager

 **Motion:** COUNCILMEMBER NAIR MOVED TO APPROVE THE MAYOR’S APPOINTMENT OF BRIAN VOEKS AS CITY MANAGER. COUNCILMEMBER LAURET SECONDED. THE ROLL CALL WAS AS FOLLOWS: COUNCILMEMBERS NAIR, LAURET, WOOD, HOLDAWAY AND MCCUMBER VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.

10. BUSINESS ITEMS

10.1. Cosmo at the Park - Special Event Fee Waiver
Special Event Fee Waiver Request

 Mr. Vawdrey presented a request from BYU to hold its “Cosmo at the Park” community event in Vineyard and requested a waiver of applicable event fees, consistent with previous years. He explained that the free public event would include appearances by Cosmo and BYU cheerleaders, family activities, games, giveaways, and limited merchandise sales, and noted its value as a community engagement opportunity.

 **Motion:** COUNCILMEMBER LAURET MOVED TO APPROVE BUSINESS ITEM 10.1 SPECIAL EVENT FEE WAIVER AS PRESENTED. COUNCILMEMBER HOLDAWAY SECONDED. COUNCILMEMBERS NAIR, LAURET, WOOD, HOLDAWAY AND MCCUMBER VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.

11. CLOSED SESSION

There was no closed session held during this meeting.

12. ADJOURNMENT

The meeting was adjourned at 6:57pm

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY:  _____
TONY LARA, DEPUTY CITY RECORDER





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 9, 2026

Agenda Item: Accept Vineyard City's Floodplain Regulation Update (National Flood Insurance Program Compliance)

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

Summary of Public Outreach and Comments

Vineyard City conducted public outreach regarding the proposed Floodplain Regulation Update through public presentations, public notices, website postings, social media notifications, and opportunities for written public comment.

Planning Commission Work Session, May 6, 2026

Questions and discussion focused on:

- Purpose of the ordinance update and the National Flood Insurance Program (NFIP) compliance requirements.
- Public comment opportunities and participation methods.
- FEMA floodplain map updates and implementation.
- Flood insurance requirements.
- Enforcement provisions and administrative responsibilities.
- Potential impacts on City operations.

Staff clarified that the ordinance is required to maintain FEMA and NFIP compliance, preserve eligibility for flood insurance and federal disaster assistance programs, and formalize existing floodplain management practices.

City Council Public Presentation, May 12, 2026

Questions and discussion focused on:

- Whether the ordinance requirements are federally mandated or locally imposed.
- Enforcement provisions and penalties.
- Potential costs to residents.
- Impacts on existing homes and structures.
- Floodplain development standards.
- Areas affected by updated floodplain mapping.
- Dam failure modeling and regional hazard mapping.

Staff clarified that the ordinance is primarily compliance-driven, does not require retrofitting existing homes, and primarily affects future development within designated flood hazard areas.

The City accepted comments through additional opportunities:

- Public meetings

- Email submissions
- Online submissions
- Mailed correspondence
- In-person comments

No public comments were received through email, online submissions, mailed correspondence, or in-person comments outside the Planning Commission and City Council presentations.

Public comments and questions primarily focused on understanding floodplain mapping, insurance implications, development standards, and ordinance administration. No substantive concerns or objections were raised regarding the proposed ordinance.

Summary of Ordinance

FEMA's updated Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) become effective June 23, 2026. As a participating community in the National Flood Insurance Program (NFIP), Vineyard City must adopt updated floodplain regulations to maintain eligibility for federally backed flood insurance and certain federal disaster assistance programs.

The proposed ordinance updates Vineyard City's floodplain regulations to align with current FEMA and State of Utah requirements. Key updates include:

- Adoption of updated FEMA floodplain mapping.
- Floodplain development permit requirements.
- Updated construction and elevation standards within flood hazard areas.
- Floodway and watercourse protection requirements.
- Designation of the Public Works Director or designee as Floodplain Administrator.
- Updated administrative, variance, appeal, and enforcement procedures.

Key takeaways that the ordinance is intended to:

- Maintain FEMA and NFIP compliance.
- Preserve eligibility for flood insurance and federal assistance programs.
- Protect public safety, property, and infrastructure.
- Reduce future flood-related losses.
- Establish clear development standards within flood-prone areas.

The ordinance is based largely on FEMA and Utah model regulations and modernizes Vineyard City's existing floodplain regulations.

Fiscal Impact:

NONE

Recommendation:

Staff recommends acceptance of the public outreach and comment summary and the first reading for adoption of the Flood Damage Prevention Ordinance.

Sample Motion:

"I move that the City Council accept the Floodplain Regulation Update public outreach and comment summary and adopt the first reading of the Flood Damage Prevention Ordinance as presented."

Attachments:

1. Utah DEM Model E Ordinance 2025 - Vineyard UT DRAFT
2. 2025-12-23 Utah Lake Floodplain Maps Update Final Determination FEMA Letter
3. Vineyard City Council - Floodplain Ord Presentation - 05122026

ORDINANCE 2026-06

FLOOD DAMAGE PREVENTION ORDINANCE

60.3 (E)

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Utah Code. Ann. § 10-3-701 has delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Vineyard City, Utah, does ordain as follows:

The city of Vineyard elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended). The National Flood Insurance Program (NFIP) is a voluntary program administered by the Federal Emergency Management Agency (FEMA) The National Flood Insurance Program, established in the aforesaid act, provides that areas of the town having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. The National Flood Insurance Program was broadened and modified with the passage of the Flood Disaster Protection Act of 1973 and other legislative measures. It was further modified by the National Flood Insurance Reform Act of 1994. The National Flood Insurance Program is administered by the Federal Emergency Management Agency, a component of the U.S. Department of Homeland Security.

SECTION B. FINDINGS OF FACT

The flood hazard areas of Vineyard City are subject to periodic inundation by flood waters, which results in potential loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare.

These potential flood losses are caused by:

1. The cumulative effect of obstructions in floodplains that are known to cause increases in flood heights and velocities;
2. The occupancy of flood hazard areas by structures vulnerable to floods because they are inadequately elevated or otherwise unprotected from flood damages; and
3. Uses deemed unsuitable for floodplain areas or that do not account for the increased flood risk.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare of the community and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize damage to public infrastructure, including but not limited to utilities, streets, and bridges that are susceptible to flooding;
3. Minimize prolonged business interruptions caused by flooding;
4. Minimize public expenditures on flood control projects;
5. Minimize the need for rescue and relief efforts associated with flooding and are generally undertaken at the expense of the public;
6. Protect and safeguard the welfare and safety of first responders should an emergency response is needed;
7. Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize future flood blight areas; and
8. Promote that potential buyers are notified if properties are in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

To accomplish the purposes outlined in **ARTICLE I, SECTION C. STATEMENT OF PURPOSE**, this ordinance applies the following methods:

1. Restricts or prohibits land uses that are dangerous to health, safety, or property in times of flooding, or cause excessive increases in flood heights or velocities;
2. Requires that land uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;

3. Controls the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Controls filling, grading, dredging and other developments that may increase flood damage; and
5. Prevents or regulates the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards to other lands.

ARTICLE II

DEFINITIONS

SECTION A. DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

100-Year Flood means a flood having a recurrence interval that has a 1-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms “100-hundred-year flood” and “1-percent-annual-chance flood” are synonymous. The term does not imply that the flood will necessarily happen once every 100 hundred years. Mandatory flood insurance requirements may apply.

500-Year Flood means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-annual-chance flood). The term does not imply that the flood will necessarily happen once every 500 years and mandatory flood insurance requirement generally does not apply.

Accessory Structure is a structure that is on the same parcel of property as a principal structure. Its use is incidental to the use of the principal structure; the ownership of the accessory structure is the same owner as of the principal structure. An accessory structure is a non-residential structure of low value that is used solely for the parking of vehicles and storage of tools, materials, or equipment. No human habitation is allowed within an accessory structure.

Addition is any improvement that expands the enclosed footprint or increases the square footage of an existing structure. This includes lateral additions added to the side, front, or rear of a structure; vertical additions added on top of a structure; and enclosures added underneath a structure.

Alluvial Fan Flooding means flooding occurring on the surface of an alluvial fan or similar landform that originates at the apex. It is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Appurtenant Structure—see *Accessory Structure*.

Area of Future-Conditions Flood Hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood, based on future-conditions hydrology.

Area of Shallow Flooding means a designated AO, AH, AR/AO, or AR/AH zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood-Related Erosion Hazard is the land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area, in preparation for publication of the FIRM, Zone E may be further refined.

Area of Special Flood Hazard is the land in the flood plain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, or V1-30, VE, or V. For purposes of these regulations, the term “special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard”.

Base Flood means the flood having a 1-percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) is the water surface elevation of the 1-percent-annual-chance flood event. It is the height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.

Basement means any area of the building having its floor subgrade (below ground level) on all sides. A walkout basement that does not require a step up to grade is not considered a basement.

Best Available Data is existing flood hazard information adopted by a community and reflected on an effective FIRM, FBFM, and/or within an FIS report; or draft or preliminary flood hazard information supplied by FEMA or from another source. Other sources may include, but are not limited to, the state, other federal agencies, or local studies, the more restrictive of which would be reasonably used by the community.

Breakaway Wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system. Any walls below the lowest floor in a building in a V or VE Zone should give way under wind and water loads without causing collapse, displacement, or other damage to the elevated portion of the building or the supporting pilings or columns. Breakaway walls apply only to V or VE Zones.

Building—see **Structure**.

Channelization means the artificial creation, enlargement, realignment, or alteration of a stream channel's slope, shape, or alignment. Streambank restoration may be deemed as channelization.

Coastal A Zone (CAZ) means an area within a special flood hazard area, landward of a V zone or landward of an open coast without mapped V zones. In a Coastal A Zone, the principal source of flooding must be astronomical tides, storm surges, seiches, or tsunamis, not riverine flooding. During the base flood conditions, the potential for wave heights shall be greater than or equal to 1.5 feet. Coastal A Zones are not normally designated on FIRMs. (see Limit of Moderate Wave Action (LiMWA))

Coastal Barrier Resources System (CBRS) consists of undeveloped portions of coastal and adjoining areas established by the Coastal Barrier Resources Act (CoBRA) of 1982, the Coastal Barrier Improvement Act (CBIA) of 1990, and subsequent revisions, and includes areas owned by Federal or State governments or private conservation organizations identified as Otherwise Protected Areas (OPA).

Coastal High Hazard Area means a Special Flood Hazard Area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM, or other adopted flood map as determined in Article 3, Section B of this ordinance, as Zone VE.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic and/or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, and/or the SFHA. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recognized by FEMA.

Conditional Letter of Map Revision Based on Fill (CLOMR-F) is FEMA's comment on a proposed structure or property. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be removed from the floodplain.

Crawlspace means an under-floor space that has its interior floor area (finished or not) no more than 4 feet from the bottom floor joist the next higher floor elevation, designed with proper openings that equalize hydrostatic pressures of flood water, and is not used for habitation. Reference: **ARTICLE V, SECTION B.5 CRAWLSPACE**

Critical Facility means a facility or building where even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, schools, storage of critical records, assisted living and similar facilities.

Deed Restriction refers to a clause in a deed that limits the future use of the property in some respect. Deed restrictions may impose a vast variety of limitations and conditions. For example, they may limit the density of buildings, dictate the types of structures that can be erected, or prevent buildings from being used for specific purposes or from being used at all.

Detached Garage is a building that is used solely for storage of materials or vehicle parking for up to four housing occupants. If a detached garage is designed or used for habitation or conducting business, or has multiple stories, then the building is not considered a detached garage under the NFIP.

Development means any human-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, demolition, excavation or drilling operations, or storage either temporary or permanent of equipment or materials.

Elevated Building is a non-basement building built, in the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, to have the top of the elevated floor above the ground level by means of pilings, columns (post and piers), or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, an “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

Enclosure refers to an enclosed walled-in area below the lowest floor of an elevated building. Enclosures below the BFE may only be used for building access, vehicle parking, and storage.

Erosion means the process of the gradual wearing away of land masses by wind, water, or other natural agents.

Existing Construction refers to structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. It may also be referred to as ***Existing Structures***.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Existing Structures—see ***Existing Construction***.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA means the Federal Emergency Management Agency.

Fill refers to the placement of materials, such as dirt, sand, or rock to elevate a structure, property, or portion of a property above the natural elevation of the site, regardless of where the material was obtained from. The common practice of removing unsuitable material and replacing with engineered material is not considered fill if the elevations are returned to the existing conditions. Any fill placed or used prior to the area being mapped as a flood hazard area is not deemed as fill.

Flood or Flooding means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.

- b. The unusual and rapid accumulation or runoff of surface waters from any source.
2. Mudslides (i.e., mudflows) that are proximately caused by flooding as defined in this ordinance and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
3. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this ordinance.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Administrator has delineated both the SFHAs and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) or Flood elevation study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Floodplain Development Permit is a community issued permit or document that is used for any development that occurs within an SFHA identified by FEMA or the community. It is used to address the proposed development to ensure compliance with the community's ordinance.

Floodplain or Flood-Prone Area means any land area susceptible to being inundated by water from any source whether or not identified by FEMA (see definition of ***Flooding***).

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, mitigation plans, and floodplain management regulations.

Floodplain Management Regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for flood damage prevention and reduction.

Flood Opening refers to an opening in the wall of an enclosed structure that allows floodwaters to automatically enter and exit the enclosure. Refer to FEMA Technical Bulletin 1.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to an SFHA and to reduce the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized, flood modifying works are those constructed in conformance with sound engineering standards. FEMA only accredits levees, both private and public, that have been certified by a professional engineer or firm in which the certification shows that the levee have met and continue to meet the minimum regulatory standards cited in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR 65.10).

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. Floodproofing can either be accomplished in the form of dry floodproofing in which the structure is watertight below the levels that need flood protection, or wet floodproofing in permanent or contingent measures applied to a structure that prevent or provide resistance to damage from flooding, while allowing floodwaters to enter the structure or area.

Floodway—see ***Regulatory Floodway***.

Floodway encroachment lines mean the lines marking the limits of floodways on federal, state, and local flood plain maps.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally Dependent Use means a development that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and repair facilities. It does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade (HAG) means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. In AO Zones, the highest adjacent grade is utilized by comparing the lowest floor elevation to that of the highest adjacent grade and the depth of the AO Zone. Reference: **ARTICLE V, SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES).**

Historic Structure means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic reservation programs that have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior, or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Amendment (LOMA) means an official amendment, by letter, to an effective FIRM. A LOMA establishes a property's location in relation to the SFHA. It is usually issued because a property or structure has been inadvertently mapped as being in the floodplain, when the property or structure is actually on natural high ground above the BFE.

Letter of Map Revision (LOMR) means FEMA's modification or revision to an entire or portion of the effective FIRM, or Flood Boundary and Floodway Map, or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, or the SFHA.

Letter of Map Revision Based on Fill (LOMR-F) means FEMA's amendment, by letter, to an effective FIRM where fill was brought in or used to elevate a property, portion of property or structure above the BFE.

Levee means a man-made structure usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Limit of Moderate Wave Action (LiMWA) means the boundary line given by FEMA on coastal map studies marking the extents of Coastal A Zones (CAZ).

Lowest Adjacent Grade (LAG) means the lowest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. For an existing structure, it means the lowest point where the structure and ground touch, including but not limited to attached garages, decks, stairs, and basement windows.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building

access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”; however, a manufactured home may be used for both residential and non-residential use.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map means the FHBM or the FIRM for a community issued by FEMA.

Mean Sea Level means, for purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which BFEs shown on a community's FIRM are referenced.

Mixed Use Structures are structures with both a business and a residential component, but where the area used for business is less than 50 percent of the total floor area of the structure.

New Construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures. For the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

No-Rise Certifications are formal certifications signed and stamped by a professional engineer licensed to practice in the state, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that a proposed development will not result in any increase (0.00 feet) in flood levels within the community during the occurrence of a base flood event.

Otherwise Protected Area (OPA) see “Coastal Barrier Resources System (CBRS)”.

Physical Map Revision (PMR) is FEMA’s action whereby one or more map panels are physically revised and republished.

Primary Frontal Dune (PFD) means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational Vehicle means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily, not for use as a permanent dwelling but, as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, creek, etcetera, which can be intermittent or perennial.

Section 1316 refers to the section of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property that the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Section 1316 is issued for a property, not a property owner, and remains with the property even after a change of ownership.

Special Flood Hazard Area—see *Area of Special Flood Hazard*.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, culvert, bridge, dam, or a gas or liquid storage tank that is principally above ground, as well as a manufactured home. **Structure**, for insurance purposes, means:

- (1) A building with two or more outside rigid walls and a fully secured roof, which is affixed to a permanent site;
- (2) A manufactured home (“a manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (3) A travel trailer without wheels built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For insurance purposes, “structure” does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. {If Higher Standard Option elected, refer to **ARTICLE V, SECTION A.1 SUBSTANTIAL IMPROVEMENT THRESHOLD**}.

The term does not, however, include:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and are the minimum necessary to assure safe living conditions; or
2. Any alteration of a “historic structure”, if the alteration will not preclude the structure's continued designation as a “historic structure.”

Variance means a grant of relief by a community from the terms of a flood plain management regulation. Reference: **ARTICLE IV, SECTION E. VARIANCE PROCEDURES**

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sections 44 CFR 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes

and frequencies, such as the 1-percent-annual-chance flood event, in the flood plains of coastal or riverine areas.

Watercourse means the channel and banks of an identifiable water in a creek, brook, stream, river, ditch or other similar feature.

ARTICLE III

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard identified by FEMA or, areas of identified and documented flood risk supported using Best Available Data within the jurisdiction of Vineyard City.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency June 23, 2026 Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) or Digital Flood Insurance Rate Maps (DFIRM), and other supporting data, are adopted by reference and declared a part of this ordinance, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance,

easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION E. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION F. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by human-made or natural causes.

This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damage. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance, or any administrative decision lawfully made thereunder.

SECTION G. SEVERABILITY

If any section, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.

SECTION H. COMPLIANCE

No structures or developments including buildings, recreation vehicles, or manufactured homes or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations. Nothing herein shall prevent the City Council from taking such lawful action as is necessary to prevent or remedy any violations.

SECTION I. STOP WORK ORDER

1. Authority. Whenever the floodplain administrator or other community official discovers any work or activity regulated by this ordinance being performed in a manner contrary to the provision of this ordinance, the floodplain administrator is authorized to issue a stop work order.
2. Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.
3. Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by local or state law including but not limited to the penalties outlined in **ARTICLE III, SECTION J. PENALTIES FOR NONCOMPLIANCE**.

SECTION J. PENALTIES FOR NONCOMPLIANCE

In accordance with Section 59.2(b) of CFR 44, Chapter 1, of the NFIP regulation, to qualify for the sale of federally subsidized flood insurance, a community must adopt floodplain management regulations that meet or exceed the minimum standards of Section 60. "These regulations must include effective enforcement provisions." In accordance with Section 60.1(b) of CFR 44, Chapter 1, of the NFIP regulations, "These regulations must be legally enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone (i.e. mudflow) or flood-related erosion areas, and the community must provide that the regulations take precedence over less restrictive conflicting local laws, ordinances, or codes."

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$ 1,000 fine or imprisoned for not more than 180 days, or both, for each violation assessed daily, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Vineyard City from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE IV

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Public Works Director, or their designee, is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of the NFIP Regulations and 44 CFR pertaining to floodplain management.

SECTION B. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Uphold the goals of the community and the NFIP to reduce risk when possible and increase the community's resistance to future disasters.
2. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance, including the actual elevation of the lowest floor (including basement or crawlspace) of all new or substantially improved structures and any floodproofing certificates, including the data supporting such certificates.
3. Maintain and hold open for public inspection maps that identify and locate the boundaries of the SFHAs to which this ordinance applies, including, but not limited to, the FIRM.
4. Review development proposals to determine whether a proposed building site, including sites designed for the placement of manufactured homes, will be reasonably safe from flooding.
5. Review, approve, or deny all applications for development permits required by adoption of this ordinance.
6. Ensure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 and the Endangered Species Act of 1973) from which prior approval is required.

7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
8. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is Utah Department of Emergency Management, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
9. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.
10. When BFE data has not been provided by FEMA, the Floodplain Administrator shall obtain, review, and reasonably utilize any BFE data and floodway data available from a federal, state, or other source including data provided by the applicant, in order to administer the provisions of this ordinance.
11. When a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30, AE, and AH on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 1.00* feet at any point within the community unless the community has adopted higher standard options.
12. Under the provisions of 44 CFR Chapter 1, Section 65.12 of the NFIP Regulations, a community may approve certain development in Zones A1-30, AE, and AH on the community's FIRM, which increases the water surface elevation of the base flood by more than 1.00 foot, provided that the community first meets the requirements of Section 65.12 for a conditional FIRM revision through FEMA's CLOMR process.

SECTION C. Requirement to Submit New Technical Data

1. The property owner or developer shall notify FEMA by submittal of a LOMR within 6 months of project completion when an applicant has obtained a CLOMR from FEMA or when development altered a watercourse, modified floodplain boundaries, or modified BFE.
2. The property owner or developer shall be responsible for preparing technical data to support the CLOMR or LOMR application and paying any processing or application fees to FEMA. The property owner or developer is responsible for submitting the CLOMR and LOMR to FEMA and shall provide all necessary data

to FEMA if requested during the review process to ensure the CLOMR or LOMR is issued.

3. The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this ordinance and all applicable state, federal, and local laws.

SECTION D. PERMIT PROCEDURES

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to:

1. Duplicated plans drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations.
2. Duplicated plans drawn to scale showing the location, dimensions, and elevation of existing and proposed structures, including the placement of manufactured homes.
3. Location of the foregoing in relation to SFHAs.
4. Elevation (in relation to mean sea level), of the lowest floor (including basement and crawlspace) of all new and substantially improved structures, if applicable;
5. Elevation (in relation to mean sea level), to which any nonresidential structure (if applicable) shall be floodproofed.
6. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure (if applicable) shall meet the floodproofing criteria of this ordinance and the NFIP Regulations.
7. Description of the extent to which any watercourse or natural drainage will be altered or relocated because of proposed development, if applicable.
8. At the community's discretion, the community may charge a fee for issuance of floodplain development permits.
9. Copies of all floodplain development permits and the associated documents shall become property of the community and a permanent record.

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage.

2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
3. The danger that materials may be swept onto other lands to the injury of others.
4. The compatibility of the proposed use with existing and anticipated development.
5. The safety of access to the property in times of flood for ordinary and emergency vehicles.
6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems.
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site.
8. The necessity to the facility of a waterfront location, where applicable.
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
10. The relationship of the proposed use to the comprehensive plan for that area.

SECTION E. VARIANCE PROCEDURES

The Appeal Board or Variance Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance after a floodplain development permit has been denied.

1. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
2. The Appeal Board, as established by the community, shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement of administration of this ordinance.
3. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to FEMA and the State Coordinating Agency upon issuing a variance.
4. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing the relevant factors in **ARTICLE IV, SECTION E. VARIANCE PROCEDURES**

have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

5. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance.
6. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
7. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure. The term "substantial improvement" does not include any alteration of a structure or facility listed on the National Register of Historic Places or a State Inventory of Historic Places.

Prerequisites for granting variances:

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. Variances shall only be issued upon:
 - a. Showing a good and sufficient cause.
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant.
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, conflict with existing local laws or ordinances, considers the need of ingress and egress during times of floods, and does not jeopardize first responders' health and welfare.
2. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the BFE, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
3. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - a. The criteria outlined in **ARTICLE IV, SECTION E. VARIANCE PROCEDURES** are met; and

- b. The structure or other development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

ARTICLE V

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters.
7. On-site waste disposal systems shall be designed or located to avoid impairment to them or contamination from them during flooding.

SECTION A.1. SUBSTANTIAL IMPROVEMENT

Any combination of repair, reconstruction, rehabilitation, addition, or improvement of a building or structure, if the cumulative cost of the entire project equals or exceeds 50

percent, of the market value of the structure only (not of the structure and land value combined) before the improvement or repair is started then the work shall be considered as substantial improvement. If the structure has sustained substantial damage, any repairs are considered substantial improvements regardless of the actual repair work performed. For Substantial Damage, refer to **ARTICLE V, SECTION A2. SUBSTANTIAL DAMAGE**. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

SECTION A.2. SUBSTANTIAL DAMAGE

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure only, before the damage occurred. This term also applies to structures which have incurred any damage that equals or exceeds 50 percent of the structure's market value regardless of the actual repair work performed. When a structure or building has been determined as substantially damaged, any work or repair on said structure or building will be considered as substantial improvement and will be required to meet the development requirements set forth within this ordinance for substantial improvement.

SECTION A.3. SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATION

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the applicable community officials and staff, shall:

1. Estimate the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure only, not of land and building, before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.

2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure.
3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the **ARTICLE V, SECTION A.1. SUBSTANTIAL IMPROVEMENT**; and if elected
4. Utilize FEMA's Substantial Improvement/Substantial Desk Reference when making any determination on Substantial Improvement and/or Substantial Damage.
5. The substantial improvement regulations apply to all of the work that is proposed as the improvement, even if multiple permits are issued. Therefore, the determination of the cost of the improvement should consider all costs of all phases of the work before issuance of the first permit.
6. Notify the applicant that if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood, this ordinance is required.

SECTION B. SPECIFIC STANDARDS

In all SFHAs, areas of known or suspected flood risk areas, the following provisions are required:

SECTION B.1. RESIDENTIAL CONSTRUCTION FOR ZONES A1-30, A, AND AE

New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to one foot above the BFE. If a freeboard option is noted, new construction and substantial improvement shall have the lowest floor (including basement) elevated to the freeboard elevation. A registered professional engineer, architect, or land surveyor shall submit certified elevations to the Floodplain Administrator that the standards of this ordinance are satisfied.

SECTION B.2 NONRESIDENTIAL CONSTRUCTION FOR ZONES A1-30, A, AND AE

New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to one foot above the base flood elevation or together with attendant utility and sanitary

facilities, be designed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification that includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator. If the use or occupancy of the building changes in the future to residential, then the dry floodproofing of the structure cannot be used when determining compliance of the structure to the residential construction of this ordinance, **ARTICLE V, SECTION B.1 RESIDENTIAL CONSTRUCTION**. As such, the building will not be grandfathered into compliance and will be required to be brought into compliance with the residential construction requirements of this ordinance.

SECTION B.4. ENCLOSURES FOR ZONES A1-30, A, AND AE

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are to be used solely for parking of vehicles, building access, or storage in an area other than a basement, and are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or must meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than 1 foot above grade.
3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

The development and construction of the structure must conform with the provision in FEMA/Federal Insurance Administration (FIA)-Technical Bulletins 1 and 2. Certification and documentation from a professional, licensed engineer or architect is required if the structure's lowest floor is built below the BFE.

SECTION B.5. CRAWLSPACE FOR ZONES A1-30, A, AND AE

New construction and substantial improvements built on a crawlspace or sub-grade (below grade) crawlspace may be permitted if the development is designed and meets or exceeds the standards found in FEMA's Technical Bulletins 1, 2, and 11, which include but are not limited to the following:

1. The structure must be affixed to a permanent foundation, designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than 5 feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer.
2. The crawlspace is an enclosed area below the BFE and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than 1 foot above the LAG.
3. The crawlspace enclosure must have proper openings that allow equalization of hydrostatic pressure by allowing automatic entry and exit of floodwaters. To achieve this, a minimum of 1 square inch of flood opening is required per 1 square foot of the enclosed area subject to flooding.
4. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, piers, or other materials that extend below the BFE. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
5. Any building utility systems within the crawlspace must be elevated above the BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions.
6. The interior grade of a crawlspace below the BFE must not be more than 2 feet below the LAG.
7. The height of the below-grade crawlspace, measured from the lowest interior grade of the crawlspace floor to the bottom of the floor joist of the next higher floor cannot exceed 4 feet at any point.
8. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.
9. Buildings with below-grade crawlspaces will have higher flood insurance premiums than buildings that have the preferred crawlspace construction, with the interior elevation at or above the LAG.

SECTION B.6. MANUFACTURED HOMES

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, AE, V and VE on the community's FIRM on sites
 - a. outside of a manufactured home park or subdivision;
 - b. in a new manufactured home park or subdivision;
 - c. in an expansion to an existing manufactured home park or subdivision;
 - d. or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to one foot above the BFE, unless a higher standard option was selected, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
3. In A-1-30, AH, AO, AE, V and VE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that.
 - a. the lowest floor at one foot above the BFE, unless a higher standard option was selected;
 - b. or the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored.

SECTION B.7. RECREATIONAL VEHICLES

In A-1-30, AH, AO, AE, V and VE Zones, Recreational Vehicles, must either:

1. Be on the site for fewer than 180 consecutive days;
2. Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or addition, or

3. The recreational vehicle must meet all the requirements for **ARTICLE IV, SECTION D PERMIT PROCEDURES**, including the anchoring and elevation requirements of “manufactured homes” of this ordinance.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

1. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of this ordinance to minimize flood damage.
2. All subdivision preliminary plats/development plans shall include the mapped flood hazard zones from the effective FIRM.
3. BFE data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions, which is greater than 50 lots or 5 acres, or whichever is lesser.
4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO/AH)

Located within the SFHAs established in **ARTICLE III, SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES**, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified). If the community has elected a freeboard standard, then the lowest floor elevation must be elevated above the

highest adjacent grade above the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified) plus the freeboard height option selected below.

2. All new construction and substantial improvements of non-residential structures:
 - a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified). If the community has elected a freeboard standard, then the lowest floor elevation must be elevated above the highest adjacent grade above the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified) plus the freeboard height option selected below; or
 - b. Together with attendant utility and sanitary facilities be designed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section.
4. Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS (ZONE AE)

Floodways located within SFHAs are extremely hazardous areas due to the velocity of flood waters that carry debris, potential projectiles, and erosion potential, the following provisions shall apply:

1. Designate a regulatory floodway that will not increase the base flood elevation more than 1 foot.
2. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase greater than 0.00 feet, unless higher standard option selected, in flood levels within the community during the occurrence of the base flood discharge.

3. All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V in this ordinance.
4. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

SECTION F. COASTAL HIGH HAZARD AREA (ZONE V and/or VE)

Coastal High Hazard Areas are SFHA established in **ARTICLE III, SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES**, are areas that have special flood hazards associated with high velocity waters from storm surges or seismic activity and, therefore, all new construction and substantial improvements shall meet the following provisions in addition to the all provisions of Article V, Sections A, B and C:

1. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement, and maintain a record of all such information.
2. Provide that all new construction and substantial improvements within Zones V1–30, VE, and V on the community's FIRM is located landward of the reach of mean high tide;
3. All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) is elevated to one foot above the base flood elevation. Floodproofing shall not be utilized on any structures in Coastal High Hazard Areas to satisfy the regulatory flood protection elevation requirements. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of standards of practice as outlined in this subsection.
4. All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting

foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:

- a. Breakaway walls shall meet the following design specifications:
 - i. Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
 - ii. Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the Utah State Building Code.
5. All new construction and substantial improvements shall be securely anchored to pile or column foundations. All pilings and columns and the structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of standards of practice as outlined in this subsection.
 - i. Water loading values used shall be those associated with the base flood plus one foot of freeboard.
 - ii. Wind loading values used shall be those required by the current edition of the Utah State Building Code.
6. Prohibit the use of fill for structural support of buildings within Zones V1–30, VE, and V on the community's FIRM
7. Prohibit man-made alteration of sand dunes and mangrove stands within Zones V1–30, VE, and V on the community's FIRM which would increase potential flood damage.

SECTION F.1 ELEVATED BUILDINGS

Enclosed areas of elevated buildings, of new construction and substantially improved structures, which is below the lowest floor or below the lowest horizontal structural member in V/VE zones shall meet all Article V Section: F

1. Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;
2. Shall be constructed entirely of flood resistant materials at least to the Regulatory Base Flood Elevation. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood opening as outlined above.

CERTIFICATION

It is hereby found and declared by Vineyard City that

severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the NFIP; and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately.

Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

PASSED AND ADOPTED by the Vineyard City Council this ____ day of _____ 2026.

Zack Stratton
Mayor, Vineyard City

SEAL

ATTEST:

Robin Raines-Bond
City Recorder, Vineyard City

	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Jacob Holdaway	_____	_____	_____	_____
David Lauret	_____	_____	_____	_____
Parker McCumber	_____	_____	_____	_____
Ezra Nair	_____	_____	_____	_____
Jacob Wood	_____	_____	_____	_____



FEMA

December 23, 2025

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

The Honorable Julie Fullmer
Mayor, City of Vineyard
125 South Main Street
Vineyard, UT 84059

Community Name: City of Vineyard,
Utah County,
Utah
Community No.: 490261
Map Panels Affected: See FIRM Index

Dear Mayor Fullmer:

This is to notify you of the final flood hazard determination for Utah County, Utah and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on June 23, 2026. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(e) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This

includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(e);
2. Adopting all the standards of 44 CFR Part 60.3(e) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(e).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(e) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at <https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood>.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

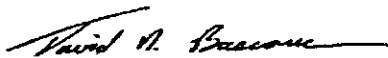
To assist your community in maintaining the FIRM, we reviewed our records to determine if any previous Letters of Map Change (LOMCs) (i.e., Letters of Map Amendment, Letters of Map Revision) will be superseded when the revised FIRM becomes effective. According to our records, no LOMCs were issued previously.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at

(877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at <https://www.msc.fema.gov>. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Tracie Harrison, BS, CFM, NFIP State Coordinator for Utah by telephone at (385) 499-2077. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 8 at (303) 235-4975 for assistance. If you have any questions concerning mapping issues in general, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at <https://www.fema.gov/flood-maps>.

Sincerely,



David N. Bascom, Acting Director
Engineering and Modeling Division
National Flood Insurance Program, Resilience

cc: Community Map Repository
Naseem Ghandour, Engineer Director and City Engineer, City of Vineyard

Vineyard City's Floodplain Regulation Update

(National Flood Insurance Program Compliance)

City Council
May 12, 2026

**Naseem Ghandour, P.E., GC,
Public Works Director
City Engineer**

**Justine Marshall, CFM
Floodplain Manager**

Purpose

- Required to stay compliant with FEMA & NFIP
- Keeps the City eligible for:
 - Flood insurance
 - Federal disaster funding
 - Grants
- Protects:
 - Public safety
 - Property
 - Infrastructure



Lifecycle of a Floodplain Mapping Project



The Risk MAP Project Lifecycle centers around sustainability and collaboration between FEMA and communities through community outreach, education, and risk communication.

Process Side Show

Process Timeline

What is a Flood?

Flood Definition (FEMA)

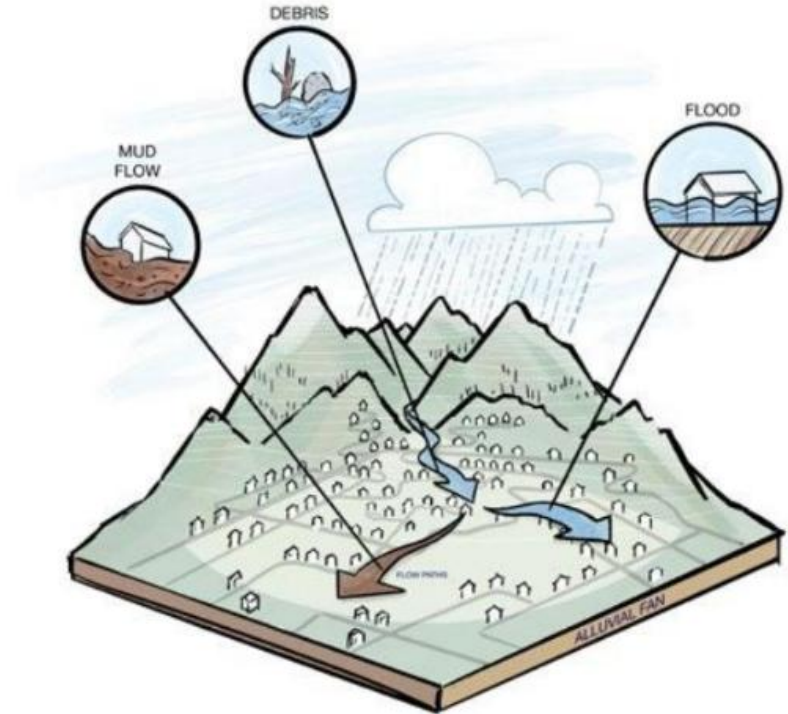
- Temporary flooding of normally dry land affecting:
 - 2 or more acres, or
 - 2 or more properties (including the insured property)

Caused by:

- Overflow of rivers, lakes, or tidal waters
- Rapid runoff or accumulation of surface water
- Mudflows caused by flooding
- Shoreline collapse or erosion from flood-related wave action

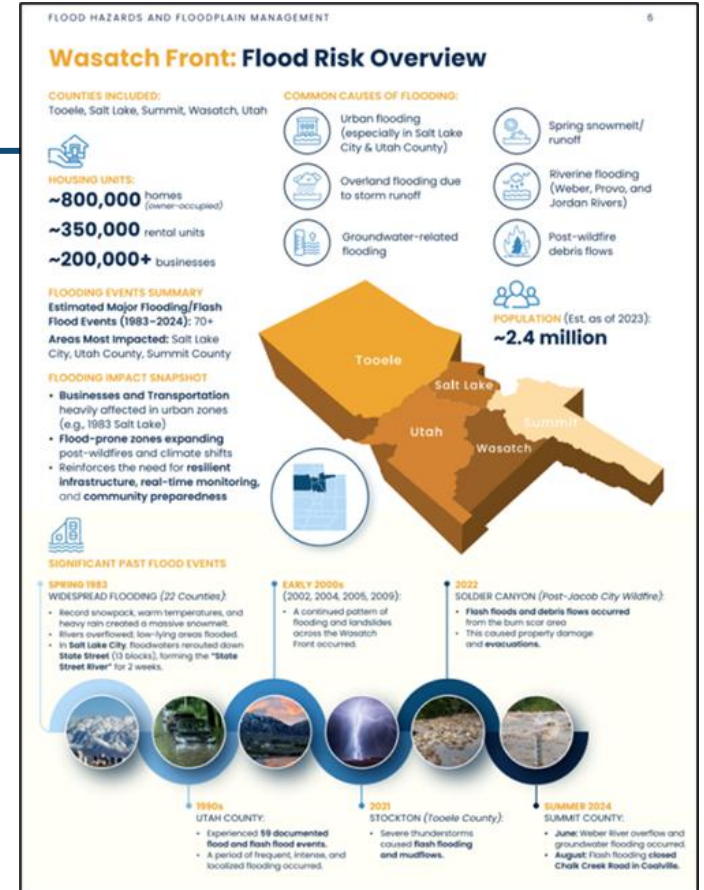
Purpose:

- Defines conditions eligible under FEMA/NFIP flood regulations and insurance programs



What Is Floodplain Management

- Regulations that guide development in flood-prone areas
- Focuses on:
 - Reducing flood risk
 - Protecting structures
 - Managing long-term growth
- Floodplain management reduces:
 - Loss of life
 - Property damage
 - Public costs



This is Not Emergency Preparedness and Response



What's in
YOUR
Disaster
Supply Kit?



12 Areas of Preparedness



Shelter,
Clothing &
Fire



Water
Storage &
Treatment



Food and
Nutrition



Hygiene &
Sanitation



Light &
Power



First Aid &
Well-Being



Communication



Safety &
Security



Tools &
Personal
Items



Cooking



Important
Documents
& Money



Transportation
& Navigation

The screenshot shows the Vineyard website's 'EMERGENCY PREPAREDNESS' page. The header includes navigation links: Home | Government | Community | Services | Contact. The main content area features a 'RELATED PAGES' sidebar with 'Evacuation Maps' and 'Sign Up For Alerts'. The main section has buttons for 'EVACUATION MAPS' and 'SIGN UP FOR ALERTS'. Below these is a search bar for file names, with a search button. A search result is displayed: 'Emergency Preparedness Plan' (1 document) with a sub-link for 'Vineyard Emergency Preparedness Manual'.

A red circular button with a white envelope icon and the word 'SUBSCRIBE' in white. To the right is a cartoon bee mascot wearing a yellow and black striped shirt and a red and white striped hat. Below the button is a dark grey box with the text: 'Get preparedness tips by email that you can use and share'.

What Triggered This Update

- New Utah Lake Flood Hazard Analysis
- Updated FEMA data & modeling
- Changes include:
 - Lake levels
 - Wave action
 - Flood elevations
- Evaluates:
 - 1% annual chance (100-year flood)
 - 0.2% annual chance (500-year flood)

FLOOD HAZARDS AND FLOODPLAIN MANAGEMENT 3

Historic Flooding and Flooding Disaster Declarations in Utah

PRE-1960

- JULY 4, 1884**
 - Colorado River flood (greater than 100-year event) due to rapid snowmelt + rainfall.
- APRIL 13, 1923**
 - Flooding in tributaries to the Great Salt Lake (Ogden to Salt Lake City) from intense thunderstorms.
 - 7 deaths, \$3 million in damages.
- APRIL 26, 1952**
 - Severe flooding from record snowpack melt on several rivers (e.g. Strawberry, Ogden, Provo).
 - 2 deaths (boating accidents), \$8.4 million in damage (\$18M in Salt Lake City).
 - Flood disaster declared in central and north-central Utah.

1960 – 1970

- JULY 16, 1963**
 - Flooding on the Ashley Creek and streams near Manila and Vernal from 3 days of rain on deep snowpack.
 - 7 deaths, \$184,000 in damage.
- DECEMBER 6–7, 1966**
 - Flooding on the Virgin and Santa Clara rivers due to up to 12 inches of rain over 4 days.
 - Damage totaled \$1.4 million.
- AUGUST 1–2, 1968**
 - Flooding along the Cottonwood Wash and nearby tributaries to the San Juan River from thunderstorms after 11 days of rain.
- SEPTEMBER 5–7, 1970**
 - The San Juan River and tributaries (McElmo Creek to Christie Creek) flooded from record-breaking rain.
 - 2 deaths, \$700,000 in damage.

1972

- AUGUST 27, 1972**
 - The Vermion Creek flooded due to locally intense thunderstorms.

UTAH'S FEDERAL DISASTER FLOOD DECLARATIONS:

- 1980–1990**
 - **APRIL 10–JUNE 25, 1983:** Record snowmelt caused major flooding in multiple rivers and creeks; **\$62M in damages**, presidential disaster declared.
 - **APRIL 13, 1983:** Severe storms, landslides, and flooding occurred.
 - **APRIL 17–JUNE 20, 1984:** Above-average snowpack caused flooding across several rivers; **\$41M in damages**.
 - **MAY 22, 1984:** The Sevier Lake filled to 35 feet deep after being nearly dry since -1880 due to runoff exceeding reservoir capacity.
 - **AUGUST 17, 1984:** Severe storms, mudslides, landslides, and flooding occurred.
 - **FEBRUARY 12 – FEBRUARY 22, 1986:** Heavy rains, snowmelt, and flooding occurred.
 - **JANUARY 1, 1989:** A dike failure and flash flooding occurred.
- 2000–2005**
 - **JANUARY 10, 2005:** The Santa Clara & Virgin Rivers flooded after weeks of rain; **30 homes damaged, 1 fatality, \$300M in damages**, presidential disaster declared.
 - **APRIL 28–JUNE 29 2005:** Snowmelt and rain caused flooding and landslides; **\$2.9M in damages**, disaster declared in 9 counties + 2 Tribes.
- 2006–2010**
 - **JULY 11, 2009:** A landslide in Logan blocked canal, destroyed homes; **3 deaths, 6 homes damaged**.
 - **JUNE 2010:** Snowmelt and rain caused nearly **\$1M in damage** statewide.
 - **DECEMBER 20 – DECEMBER 24, 2010:** Winter storms caused Southern Utah flooding; **\$5M in damage**, presidential disaster declared.
- 2011–2013**
 - **APRIL 18–JULY 16 2011:** Record snowpack and rains led to major flooding; **\$12.7M in damages**, disaster declared for 18 counties + 1 Tribe.
 - **SEPTEMBER 11, 2012:** Severe storm, and flooding occurred.
 - **SEPTEMBER 12, 2012:** The Laub Reservoir Dam broke; **66 homes & 18 businesses were damaged, \$3.9M in infrastructure damage**.
- 2017–2023**
 - **FEBRUARY 2 – FEBRUARY 7, 2017:** A severe winter storm and flooding occurred.
 - **MAY 1 – MAY 27, 2023:** Flooding occurred.

Vineyard Specific Update

Utah Lake Proximity Risk

- Flooding impacts:
 - Shoreline properties
 - Infrastructure
 - Public access areas
- Flood elevations vary due to:
 - Wind setup
 - Wave runup

What the City Is Required to Do

- Adopt updated floodplain regulations
- Regulate development in flood areas
- Ensure structures are:
 - Elevated
 - Protected
- Issue floodplain development permits
- Consider:
 - Public safety
 - Development impacts
 - Compliance

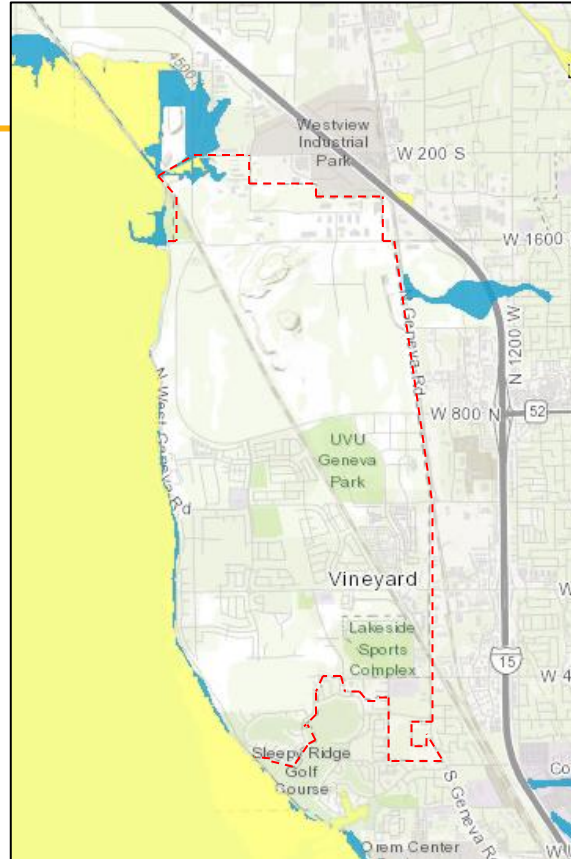
Proposed Flood Map

2026 Preliminary Map

Located on Utah County GIS site.

Flood Hazard Areas

- Along Lake Shoreline
- Lindon Marina
- Lakeside Powerplant



Utah County Hazards

Flooding Hazards
(2026 Preliminary Data)

This preliminary data shows different degrees of flood risk. The **100-year flood zone (A, AE, AH, AO)** has a **1% annual chance of flooding** (a 26% chance of flooding during a 30 year period) and a **500-year flood zone** has a **0.2% annual chance of flooding**.

Other forms of flooding for instance from insufficient or overwhelmed storm water systems are not reflected on this map.

This map is preliminary and only a reference please visit the FEMA website for the current FIRM maps and Letters of Map Change (LOMC).

[FEMA Flood Map Service Center](#)
[MAG Hazard Plan](#)

Source: <https://utahcounty.maps.arcgis.com/>

DRAFT

Vineyard Floodplain Ordinance - Development Requirements

- **Proposed Ordinance to City Council on June 2, 2026**
- **Aligns Vineyard City with the National Flood Insurance Program (NFIP)** to maintain eligibility for federally backed flood insurance.
- **Adopts FEMA Flood Maps (effective June 23, 2026)** as the regulatory basis for floodplain management.
- **Requires a Floodplain Development Permit** for any development in flood hazard areas.
 - Structures in flood zones must be at ≥ 1 foot above Base Flood Elevation
 - Be designed to resist flood forces (hydrostatic/hydrodynamic loads).
 - Use flood-resistant materials and utilities.
 - Floodplain impacts are controlled by limiting fill, grading, and obstructions

DRAFT

Vineyard Floodplain Ordinance - Administration & Enforcement

- Public Works Director (or designee) designated as Floodplain Administrator.
- City responsible for:
 - Reviewing development proposals
 - Maintaining floodplain records and elevation data
 - Coordinating with FEMA and state agencies
- Enforcement tools include:
 - Stop work orders
 - Fines up to \$1,000/day and/or jail time for violations

Public Process

Public Comment Period:

May 1–31, 2026

Planning Commission:

May 6, 2026

City Council:

June 2, 2026

June 16, 2026

Public can:

1. Submit comments
2. Attend meetings
3. Speak in person

Utah Division of Emergency Management / Risk MAP Program

Utah Risk MAP website Other Utah Risk MAP projects FEMA Map Service Center National Flood Insurance Program

The Utah Division of Emergency Management (DEM) invites view upcoming County's flood map.

Changes occurred in the following jurisdictions: Linton, Orem, Provo, Saratoga Springs, Spring County unincorporated areas. Goshen, Payson, changes in panel boundaries only.

[Click here](#)

Click on the link above for instructions for downloading your area of interest.

ORDINANCE 2026-06
FLOOD DAMAGE PREVENTION ORDINANCE

60.3 (E)
ARTICLE I
STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Utah Code Ann. § 10-3-701 has delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Council of Vineyard City, Utah, does ordain as follows:

The city of Vineyard elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-485, as amended). The National Flood Insurance Program (NFIP) is a voluntary program administered by the Federal Emergency Management Agency (FEMA). The National Flood Insurance Program, established in the aforesaid act, provides that areas of the town having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. The National Flood Insurance Program was broadened and modified with the passage of the Flood Disaster Protection Act of 1973 and other legislative measures. It was further modified by the National Flood Insurance Reform Act of 1994. The National Flood Insurance Program is administered by the Federal Emergency Management Agency, a component of the U.S. Department of Homeland Security.

SHARE YOUR THOUGHTS ON VINEYARD'S FLOODPLAIN REGULATION UPDATE

PUBLIC COMMENT OPEN FROM MAY 1-31

PUBLIC INPUT MEETING
PLANNING COMMISSION MEETING
MAY 6 AT 7 PM
VINEYARD CITY HALL

LIVE
THIS MEETING CAN ALSO BE VIEWED ON OUR LIVE STREAM PAGE

ONLINE
SUBMIT A COMMENT THROUGH OUR WEBSITE AT VINEYARDUTAH.GOV

EMAIL
ENGINEERING@VINEYARDUTAH.GOV

MAIL
VINEYARD CITY,
ATTN: MS4 COORDINATOR,
125 SOUTH MAIN STREET, VINEYARD, UT 84059

VINEYARD
UTAH

What We're Hearing from the Public (Across Utah)

“The map is hard to use”

FEMA tools can be confusing

👉 *That's why we use the **Utah County Floodplain Map***

“Do I have to Get Flood Insurance?”

*Typically required **only if:** Property is in floodplain*

AND there is a federally backed mortgage

👉 *The City does **NOT** require flood insurance & lenders do*

“Which map should I look at?”

Updated Map Effective June 23, 2026

Will regulate future development

👉 ***Updated Map** is what matters going forward.*

“Why is this changing?”

*This is **NOT** a policy change*

It is updated FEMA data Better modeling Utah Lake-specific risks

👉 ***We're not increasing risk, We're better understanding it***

“Can the City fix this?”

*Floodplain maps reflect **real-world risk***

Infrastructure must meet strict FEMA standards

*Even with improvements **Risk does not go to zero** Floodplain may still exist*

👉 ***Regulations are based on risk, not just infrastructure***

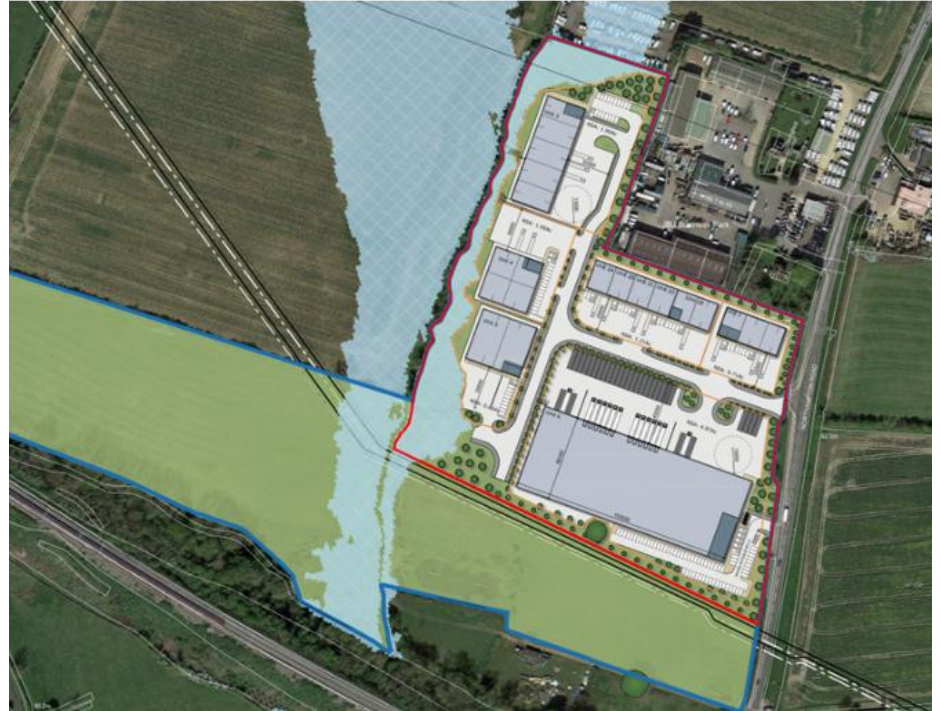
What This Means for Vineyard

Future Development must:

- Meet elevation requirements
- Avoid increasing flood risk
- Be designed for:
 - Flood resistance
 - Safe access

Public Impact:

- Changes to flood zones
 - New building requirements
for new building permits
 - Potential insurance impacts
- 👉 ***Not all properties are affected***



Example of flood mapping on Development Site Plan

Council Takeaways

This ordinance is a required compliance measure tied to FEMA flood map updates.

Impacts to the City:

- **Protects infrastructure investments** (roads, utilities, bridges).
- **Ensures continued access to flood insurance** and federal funding eligibility.
- **Provides clear regulatory framework** for development in flood-prone areas.
- **Shifts risk mitigation to upfront design and construction**, rather than post-disaster costs.

Adoption:

- **Keeps the City in good standing with National Flood Insurance Program.**
- **Reduces long-term financial and safety risks.**
- **Establishes clear, enforceable development standards.**



Thank You & Questions



VINEYARD
STAY CONNECTED

Naseem Ghandour, P.E., GC
Public Works Director
City Engineer

Justine Marshal, CFM
Floodplain Manager



STAFF REPORT

Meeting Date: June 9, 2026

Date:

Agenda Item: Approve ARCH Grant Extension Request (Brian Vawdrey)

Item:

Department: Parks & Recreation

Presenter: Brian Vawdrey

Background/Discussion:

The Fiscal Year '24-'25 ARCH Grant Awards included a \$14,250 offer to the Heritage Foundation for ladle signage and a \$14,250 offer to Vineyard Parks & Recreation for a Mountain Bike Park.

Both groups are requesting for a time extension to use the funds and complete the projects.

The Heritage Foundation has forwarded money to the sign maker. Upon getting final approvals from Vineyard City Planning, the Heritage Foundation can have this project wrapped up within about 60 days.

Vineyard Parks & Rec needs to verify the standing of the new Vineyard City Council for still pursuing the Mountain Bike park across the street from Gammon Park. To build the mountain bike park, it will require about \$50,000 additional from the RAP Tax fund and verification from the Army Corps that the area for construction isn't jurisdictional wetlands.

Fiscal Impact:

N/A. Money has already been allocated from the RAP Tax fund to the Heritage Foundation. \$64,250 would need to remain in the RAP Tax fund to support the implementation of the Mountain Bike Park Project.

Recommendation:

It is recommended that these projects be given a time extension for project completion by June 1st, 2027. Final say to be had by the City Council.

Sample Motion:

"I move that the City Council direct staff to..."

Attachments:

1. The Great Geneva Ladle
2. Heritage Foundation Sign Design
3. Heritage Foundation Sign Placement

The Great Geneva Ladle

Connecting us to Vineyard's rich heritage



This ladle is one of several ladles used to transport "slag" or impurities that were isolated during the processing of molten liquid metals.

You are looking at a large "slag ladle" (also referred to as a "slag pot"), that was used in the Geneva Steel Mill that was located about one mile North of where you are now standing.



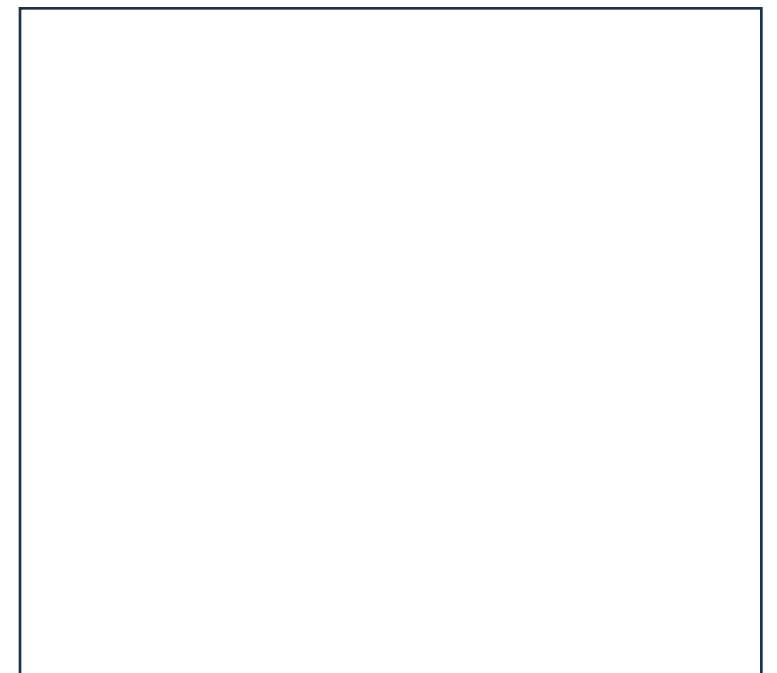
Slag, as a non-metallic byproduct of metal smelting, was used as a construction aggregate (a durable substitute for gravel in cement) and in road construction. You have likely driven on many roads, like nearby I-15, that used Geneva Steel slag as part of its roadbed.

Red-hot molten slag, often reaching upwards of 2,000 degrees Fahrenheit, was transported in ladles like this one, mounted on flatbed rail cars, and dumped at a nearby location on the mill site.

Scan for more information.



Construction for the Geneva Steel mill began in 1941, under the direction of President Franklin D. Roosevelt to increase inland steel manufacturing capability to support the WWII war effort.



GENEVA STEEL *Ladle*

1944-2001



in details are the exclusive property of Signarama. Any use, reproductions beyond the scope of the contracted work with Signarama without prior written consent.

Project Designer: Spencer Co

Geneva Steel Ladle



Day View

Night View



in details are the exclusive property of Signarama. Any use, reproductions beyond the scope of the contracted work with Signarama without prior written consent.

Project Designer: Spencer Co

Geneva Steel Ladle



sign locations

PEDESTRIAN WALKWAY





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 9, 2026

Agenda Item: Approve Holdaway Fields Development Agreement Amendment (Anthony Fletcher and David Herring)

Department: Administration and Community Development Department

Presenter: David Herring, Anthony Fletcher

Background/Discussion:

Introduction

The developers of Holdaway Fields have submitted a proposed amendment to the existing Development Agreement. The intent of this amendment is to align the agreement more closely with their current build strategy and implementation schedule. The proposal introduces updates to the phasing plan, and park dedication timing.

Proposed Amendments

1. **Phasing Plan Revisions** — The applicant is proposing to adjust the sequence of several development phases to better reflect the construction strategy and market conditions. An updated phasing exhibit has been provided for reference. For context, the currently approved phasing plan is also included in the packet.
2. **Park Completion and Dedication Timing** — The applicant seeks to modify the timing of park construction and dedication to coordinate with the updated phasing plan and the issuance of Certificates of Occupancy. The intent is to ensure park improvements are delivered in a manner consistent with the revised buildout sequence.
3. **Impact Fee Revision** — Staff reviewed the proposed amendment requests and recommends that the impact fee for all buildings in the development be assessed and calculated at the time of building permit application, which is standard practice for cities. Impact fees should not be locked in or tied in at the time of executing the amended development agreement for any building.

Fiscal Impact:

Recommendation:

Staff has completed a comprehensive review of the proposed amendment request and finds the application to be consistent with Vineyard's General Plan, development framework, and established administrative practices. The proposal is supported, subject to clarification regarding the timing of impact fee assessment.

Staff recommends that impact fees for all buildings within the development be assessed and calculated at the time of building permit application, in accordance with standard municipal practice. Staff does not support locking in or establishing impact fee amounts at the time of executing the amended Development Agreement. Staff has included the language to the Public Utilities section of the development agreement amendment draft to reflect this intent.

This approach ensures consistency with established procedures, allows for the application of current adopted fee schedules, and maintains compliance with applicable impact fee policies and administrative practices.

Sample Motion:

I move to accept the Holdaway Fields Development Agreement Amendment, or I move to deny the Holdaway Fields Development Agreement Amendment.

Attachments:

- 1. 2026-02-26 Holdaway Fields Development Agreement Public Hearing Version
- 2. Amended Phasing Plan v3 03.02.2026

When recorded, return to:

Vineyard City
125 South Main Street
Vineyard, Utah 84059
Attention: Ezra Nair

Parcel ID: [_____]

DEVELOPMENT AGREEMENT
(Cadence / Goodboro Vineyard Project)

This Development Agreement (the “*Agreement*”) is entered into the ____ day of _____, 2022 (the “*Effective Date*”), by and between Vineyard City, a Utah municipal corporation (the “*City*”), and Cadence Vineyard 400, LLC, a Utah limited liability company (“*Cadence*”), and Goodboro Vineyard Holdaway, LLC, a Utah limited liability company (“*Goodboro*,” and together with Cadence, “*Developer*”). Each of the City and Developer are sometimes referred to in this Agreement as a “*Party*,” or collectively as the “*Parties*.”

RECITALS

A. Developer owns approximately 92 acres of land located within the boundaries of the City, as more particularly described in **Exhibit “A-1”** attached hereto (the “*Developer Property*”), and has rights to develop certain portions of real property adjacent to the Developer Property owned by The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, which real property is more particularly described in **Exhibit “A-2”** (such portions, the “*Church ROW Property*” and together with the Developer Property, the “*Properties*”).

B. Developer desires to develop the Properties in accordance with the neighborhood plan attached hereto as **Exhibit “B”** and incorporated herein by this reference, which has been approved by the City (as the same may be revised, amended or modified the “*Neighborhood Plan*”), including all future improvements to be located therein (the Properties, together with all such improvements, is referred to as the “*Project*”), which Neighborhood Plan, for purposes of clarity, does not include the church-owned properties located within or adjacent to the Project, other than the Church ROW Property.

C. The Properties are subject to the City’s Laws, including without limitation the City’s Zoning Code (section 15.02 et seq.), and specific provisions on Development Agreements (section 15.16 et seq.), pursuant to which this Agreement may control over certain provisions of the City’s Laws with respect to matters set forth herein.

D. The lots associated with the Project will be developed into (i) 295 single-family detached residences, of which approximately 127 single-family detached units will be in an age-restricted community (depicted as those lots colored orange on page 2 of the attached

Neighborhood Plan), and (ii) one or more parks, trails, alleys, local amenities, and other uses, all as more particularly described and depicted in the Neighborhood Plan and in this Agreement.

E. The City Council has reviewed this Agreement and determined that it is consistent with the Municipal Land Use, Development, and Management Act, Utah Code Section 10-9a-101, *et seq.* (the “*Act*”), the Ordinances (defined below), and the City of Vineyard General Plan, and that this Agreement provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. This Agreement does not contradict, and specifically complies with, and is governed by the Act. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties agree are contractual in nature and are not merely recitals, and the goals of the City and Developer, which include the coordinated development of the Project to achieve a development of the highest quality, the Parties agree to be legally bound as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to reduce to writing the respective understandings and agreements of the Parties with regard to the development of the Project and implementation of the Neighborhood Plan. To the maximum extent permissible under the laws of Utah and the United States, it is the intent of the City and Developer that this Agreement incorporates the uses and density rights granted to Developer and the Project pursuant to the Neighborhood Plan, including Developer’s “vested rights” pursuant to the Act as reflected in the Neighborhood Plan. All Plats (defined below) for the Project are subject to the ordinances, regulations and policies of the City governing the development of real property within the City as of the Effective Date, including the Zoning Ordinance (defined below) (collectively, the “*Ordinances*”), provided that any conflict between the Ordinances and the provisions of this Agreement shall be controlled by this Agreement.

3. Definitions. In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

(a) “City’s Laws” means, collectively, all City ordinances, rules, and regulations, including the provisions of the City’s General Plan, the City’s Zoning Code, the City’s engineering and development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

4. Allowed Uses and Approval.

(a) The uses allowed within the Project, as specified in the Neighborhood Plan, are incorporated into this Agreement. All Plats shall be reviewed, and approved or denied by the City, in accordance with the procedures of the Ordinances in effect when the application for the respective Plat is determined to be complete, provided that any conflict between the Ordinances

and the provisions of this Agreement shall be controlled by this Agreement. Upon the approval of the Neighborhood Plan by the City, Developer received a vested right to develop the Project as described herein and in accordance with the Neighborhood Plan, subject to Developer's compliance with the Zoning Ordinance and other Ordinances not inconsistent with this Agreement.

(b) In accordance with the Ordinances, Developer will submit preliminary and final subdivision plats (each a "**Plat**" and collectively the "**Plats**"), consistent with the Neighborhood Plan and this Agreement, whether in one submission or a series of submissions associated with phased development, and all other documentation required and deemed necessary by the City for compliance of the Project with the Ordinances. The Plats shall include all improvements required by this Agreement, in accordance with the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), including setbacks, infrastructure, utilities, landscaping, open space, easements, grading, drainage, fences, sound barriers and architectural design as necessary under the Ordinances to obtain City approval. In the event that the City rejects or requests modifications to a Plat due to inconsistency between such Plat and the Neighborhood Plan or this Agreement, Developer shall cause a new or corrected Plat to be prepared and submitted to the City. All portions of the Project must be developed in accordance with the approved Plats, the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), and those specific approvals that Developer may request and the City may hereafter approve.

(c) Developer shall provide all documents and information necessary for the issuance of building permits by the City, including specific construction plans and specifications for all required Project improvements. Developer agrees to provide appropriate and complete applications to the City for review. If Developer provides an incorrect or incomplete application, the City shall notify Developer that such application is incorrect or incomplete in accordance with the City's Zoning Code after Developer provides such application. Upon receipt of a complete application, the City agrees to process application(s) in accordance with City's Zoning Code and policy. The City has no obligation to review incomplete or non-conforming applications.

5. Description of Project; Zoning; Density.

(a) The Developer Property, is identified on **Exhibit "A-1"** attached hereto, and the Church ROW Property is identified on **Exhibit "A-2"**. Any further changes to the legal description of the Properties shall be authorized only upon written amendment to this Agreement, in accordance with the terms hereof. The Neighborhood Plan is identified on **Exhibit "B"** attached hereto, which includes the locations, uses, density, and other specifications of the Project, including approximate location of parks, trails, open space, amenities, road and street systems, alleys and other improvements and uses designated therein.

(b) Developer intends to develop the Project in accordance with the City's Holdaway Farms Special District residential zone, which zoning ordinance is set forth on the attached **Exhibit "C"** (the "**Zoning Ordinance**") and applies to the Properties. The Zoning Ordinance permits the development of the Project, in terms of allowed uses and allowed densities, consistent with this Agreement, including without limitation the Neighborhood Plan.

(c) Whenever required by this Agreement to design, construct, install, operate, or maintain any infrastructure, improvements, facilities, or services, the City and Developer agree to comply with the Ordinances or the requirements of the applicable service provider or agency, with authority, as applicable, for such design, construction, installation, operation, or maintenance, in effect at the time a Plat is determined complete.

(d) The Neighborhood Plan and the Zoning Ordinance shall provide the density basis for all Plats presented to the City. The maximum total base residential dwelling units allowed within the Project are set forth in the Zoning Ordinance and the Neighborhood Plan.

(e) To avoid confusing the Project with other neighborhoods in the City, Developer agrees the name of the Project shall not include the word "Park."

6. Phase Development. The Project will be developed in phases as set forth in Exhibit ~~FD~~, as the same may be modified by the Plats, (the "Phasing Plan") as approved by the City ~~Staff Council with recommendation from the Planning Commission~~. The Phasing Plan in Exhibit ~~FD~~ has been updated from the Phasing Plan contained in the Neighborhood Plan and Exhibit D. For purposes of this Agreement, the Phasing Plan in Exhibit ~~FD~~ and the contents of this Development Agreement shall control. Phasing of the Project shall take into account and be accomplished so as to ensure continuity and orderly development of the Project, coordination in connection with the installation of infrastructure improvements, future road and utility capacity needs, availability of access to all portions of the Project and related considerations. The phasing of the Project shall be constructed as presented in the approved neighborhood plan, except for those changes reflected in the Phasing Plan. Developer may adjust the Phasing Plan and/or develop Phases out of numerical order, provided however that public infrastructure, street, and park improvements must be constructed as outlined in Section 6(a), 6(b), and 6(c) of this Agreement. At a minimum, open space and park areas shall be constructed with the amenities, parking, and infrastructure that are indicated in the Neighborhood Plan. A site plan for each park space shall be approved by the Planning Commission and City Council. Within each phase of the Development, the Developer must complete the public infrastructure, street, and park improvements (excluding planter trees and vegetation) within that phase before the City shall be obligated to issue a certificate of occupancy for any lot constructed within that same phase.

(a) Park spaces shall be completed and receive final approval from the City as follows:

(i) Park labeled as ~~Holdaway East~~ Park on the Phasing Plan shall be ~~platted with Phase 3 and completed~~ dedicated prior to issuance of ~~the 114th~~ certificate of occupancy for ~~the community any of the lots developed within the same phase;~~

(ii) Parks labeled as Bike Trail Park and ~~Holdaway East~~ Park on the Phasing Plan shall be ~~platted with Phase 7 and completed~~ dedicated prior to the issuance of ~~the 214th~~ certificate of occupancy for ~~the community any of the lots developed within the same phase;~~

(b) The club house, pool, and associated private amenities of the age-restricted community shall be platted with Phase 4 and constructed and completed prior to the issuance of a

certificate of occupancy for the 54th unit within such age restricted community. Developer may, but shall not be required to, incorporate into the private amenity a small retail location to provide products, such as ice cream/gelato, milkshakes, frozen yogurt, shaved ice, soft drinks, or other similar products to encourage and enhance community vibrancy, interaction, and gathering.

(c) Street improvements, including sidewalks, planters (excluding planter trees and vegetation), curbs, gutters, trails, and roadways, shall be completed and receive final approval from the City as follows:

(i) Main Street Connection, and Sleepy Ridge Connection to 30 West, via Main Street, to Stillwater shall be platted with Phase 1 and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase; and

(ii) 400 South to the eastern terminus at Holdaway Road shall be platted with Phase 2 and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase, with the condition that if Developer does not submit Phase 2 for approval by the City prior to receiving a certificate of occupancy for the twenty-fourth (24th) lot in Phase 1, then, upon the City's request, the Developer and/or the Church shall dedicate to the City those portions of the full-width right-of-way for 400 South from Main Street to the eastern terminus that are owned by Developer or Church.

(iii) 400 South to the western terminus shall be platted with Phase ~~7~~3 and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase.

If planter trees and vegetation are not installed on any street fronting a lot or lots prior to issuance of a certificate of occupancy for that lot or lots, then the Developer shall furnish to the City a bond sufficient to cover the cost of installing such trees and vegetation on that lot or lots. The City shall not apply the bond until one hundred-eighty days (180 days) have passed since the City issued the certificate of occupancy for that lot or lots and the Developer has not installed the required planter trees or vegetation.

7. Dedication and Easements. All dedications and easements required as part of Plat approval in favor of the City or other service provider or agency under the terms of this Agreement shall be provided to the City or other service provider or agency at the time of Plat recordation or at an earlier time as may be agreed to by the City and Developer and/or other service provider or agency.

8. Public Utilities. Developer shall pay for the construction and installation of utilities within the Project as may be required to service the Project under applicable law, including all municipal water and sewage services to the Project, and all electrical lines, natural gas lines, telecommunication and cable television lines, and so forth (collectively, the "**Utilities**"). With respect to those Utilities already in place and adjacent to the Properties, the Developer shall make all connections at similar or corresponding sizes; provided however, that if any connection is larger than that which would be required to service the Project under applicable law and as established by an engineering study approved by the City Engineer, which approval shall not be unreasonably

withheld, conditioned or delayed, or to the extent the City otherwise requires any enlargement of the Utilities in excess of the minimum requirements to service the project under applicable law, the City shall bear the incremental cost of such upsizing. The City agrees to allow Developer to connect the Project to the City's municipal water systems, the City's off-site wastewater lines and mains, and sewer lines, lift stations, and other facilities in conformance with applicable design, construction and engineering standards and requirements and to provide the Utilities services to the Project with sufficient capacity to service the Project. The City agrees to cooperate with Developer, and to take all reasonable actions necessary to provide the Utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. All impact fees charged by the City in connection with the development of the Project and the approval of Plats shall be calculated based on the City's impact fee schedule as in effect on the Effective Date on the date the applicable permit is issued. Developer agrees that the Project shall be subject to all impact fees, which are (1) imposed at the time of issuance of Building Permits, and (2) generally applicable to other property in the City; and Developer waives its position with respect to any vested rights to the imposition of such fees but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Project to impact fees under the above-stated conditions, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness of or the amount of the fees within the time frame(s) set forth in Utah Code §11-36a-702.

9. Storm Water Detention. Developer acknowledges and agrees that it shall be responsible for the financing and construction of storm water detention facilities of an adequate size to handle on-site storm water runoff generated by the Project. To the extent that storm water detention facilities or other storm water infrastructure improvements are required by the City to be sized to accommodate storm water runoff generated off-site from the Project, the City agrees to pay for the additional costs necessary to create sufficient excess capacity to handle storm water runoff generated off-site, the improvements for which shall be located within the areas designed by Developer and approved by the City. The final design and configuration of the detention facilities shall be subject to approval, as applicable, by the City, Utah County, the applicable flood control board, and Developer as part of the Plats. The storm water detention facilities shall be dedicated and transferred to the City upon completion, except for those storm water detention facilities that are located within that portion of the Project affected and maintained by a private homeowners' association, as reasonably determined by the City Engineer and submitted to the City Council for approval with the Plats. Storm water facilities dedicated to the City shall not be considered as open space or park space, either fully or partially; provided however, that underground storm water facilities may be located beneath open space and park space with approval by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, assuming such siting won't interfere with other uses of said open space or park space.

10. Roads. Except as otherwise provided below, Developer agrees to improve, dedicate and convey to the City, at no charge to the City, such land and rights-of-way (including temporary construction easements) as necessary for the roads, sidewalks, and curbs and gutters located on the Properties as set forth on the Neighborhood Plan (collectively, the "**Roads**"). Developer agrees

that it shall be responsible for financing and construction of Roads within the Properties of an adequate size to handle traffic generated by the Project itself as reasonably determined by the City Engineer and in conformance with the City's Laws. The final design and configuration of the Roads shall be consistent with the Neighborhood Plan and shall be subject to approval, which approval shall not be unreasonably withheld, conditioned or delayed, by the City and Developer as part of the Plats. Upon satisfactory completion of construction, inspection, and acceptance by the City of any Roads that are constructed by Developer, such Roads situated on the Developer Property shall be transferred to the City. Notwithstanding the foregoing, (a) to the extent the City requires the Developer to "upsized" any Roads beyond the size required to provide an adequate level of service to the Project or that which is designated and described in the approved Neighborhood Plan, the City shall be responsible for all construction costs related to such upsized Roads in excess of the construction costs that would otherwise be expended if such Roads were developed to the size necessary to achieve an acceptable level of service or to be consistent with the approved Neighborhood Plan, which level of service shall be determined by a Traffic Impact Study (TIS) submitted to and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed; and (b) in the event the City requires any of the Roads to be constructed earlier than indicated in the attached Phasing Plan, (i) the City shall fund the construction activities and all such construction costs that result directly from changing the Phasing Plan, and (ii) Developer will reimburse the City for its share of approved construction costs, excluding costs attributed to upsizing such Roads, through impact fees, assessments, or payments of money, as agreed to between the City and Developer. Prior to incurring any additional costs due to upsizing Roads, the Developer shall provide itemized costs estimate to the City Engineer for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, to enter into an agreement between the City and Developer. Such construction costs shall include, without limitation, any design, engineering, labor, materials, and other associated costs and expenses, but shall exclude internal costs of Developer and City personnel. The City shall not be obligated to pay any costs for which it did not receive and approve a cost estimate in advance.

(a) With the exception of the approximately four-hundred and forty foot (440') segment of 400 South between the Developer's property line and Holdaway Road (the "Holdaway Segment"), which Holdaway Segment shall be sixty-five feet (65') wide, Developer shall construct all roadway improvements on 400 South (from Lake View Drive west to Main Street) and on Main Street (from 400 South north to the northern border of the Project) as a seventy-seven-foot (77') Parkway Street (collectively, the "Parkway Streets") according to the specifications, cross section, and other descriptions of such roadway improvements in the Neighborhood Plan. The City recognizes that, according to the May 2, 2022 Cross Section Analysis performed by Hales Engineering, a copy of which is attached hereto as **Exhibit "E"** and incorporated herein by reference, seventy-seven feet is wider than would be necessary to provide an adequate level of service for traffic impacts resulting from the Project directly. Developer estimates the cost of upsizing the Parkway Streets to be approximately Two Hundred Twenty-Five Thousand Dollars (\$225,000). To pay for the increased cost of upsizing the Parkway Streets, the City agrees to reimburse Developer for its actual costs of constructing the roadway portion of the Parkway Streets up to a not-to-exceed cost of Two Hundred-Fifty Thousand Dollars (\$250,000). Developer shall bear any actual costs in excess of this not-to-exceed amount. For all roadways except the Holdaway Segment, the Developer shall be solely responsible for the cost of all sidewalk, planter, curb, gutter, and trail portions of the Parkway Streets. For the Holdaway Segment, the Developer shall bear any

and all costs for installing curb, gutter, and ensuring there is at least thirty feet (30') of roadway width, including the existing roadway; the City shall reimburse Developer for the actual costs of upsizing the roadway width greater than thirty feet (30'), and the sidewalk, planter, and trail portions of the Holdaway Segment. The City and Developer shall coordinate with the adjacent landowner to design the Holdaway Segment at the reduced width of sixty-five feet (65') but with trail and sidewalk connections of similar width to the Parkway Street Cross-Section contained in the Neighborhood Plan.

(b) An "Alley" is defined as a paved road section that that is dedicated as a secondary means of access to an abutting property. Alleys constructed as part of the Project shall be dedicated to a private homeowners' association and maintained by the same. In the event that a private homeowners' association is unable to maintain the Alleys, then the Plats shall be recorded with each Alley dedicated to the homeowner directly abutting each Alley. The City shall not accept dedication of any Alley of the Project.

(c) The City shall approve on-street parking along the public roads of the Project if such parking does not encroach into the established travel lanes. Developer shall enter into the City's overnight street parking program and, accordingly, shall limit on-street parking to roads as defined by the terms of that program. This overnight, on-street parking shall not be considered as approved parking towards applicable City parking requirement standards.

(d) The Developer shall coordinate with the City and the developer of the property adjacent to the Project's northern border (Home Center) to stub a Road connection to East Zinfandel Lane from the Project prior to the City's issuance of the 103rd certificate of occupancy in the overall Project. This connection shall be paid for by the developers of the respective properties.

(e) The Developer shall conduct a traffic calming study and provide engineering recommendations to the City Engineer for East Zinfandel Lane, to include the street section within the City's maintained section. The Developer shall incorporate traffic impacts from and due to the Project when evaluating and providing recommendations.

11. Reimbursement. Developer agrees to construct the upsized public utilities and roadway improvements required by this Agreement according to the timeframes contained in the Phasing Plan. Developer will furnish, or cause to be furnished, all labor, equipment, materials, manpower, and supplies which are necessary to adequately and completely construct these improvements. No materials, supplies, labor, or equipment will be furnished by the City unless agreed to in writing by the City. Developer shall construct or cause the improvements to be constructed in a workmanlike manner. The Developer shall have the responsibility to pay its contractor(s). Payment will be made to the Developer from the City in a lump sum payment at the end of constructing the improvements for each phase and acceptance by the City. The Developer shall be paid within sixty (60) days following the day in which a billing statement is received by the City from the Developer. To mitigate against disputes over the cost of the public utility improvements, the Developer shall submit the contractor's estimate for the cost of the Work to the City for pre-approval, which pre-approval shall not be unreasonably withheld, conditioned or delayed. The City shall reimburse the actual cost, not to include Developer's profits, of the sidewalk and trail improvements along the Holdaway Segment of 400 South, and the roadway

improvements along all of the Parkway Streets that exceed the width of the Local Street Cross-Section. Under no circumstance shall the City be responsible for any costs for roadway improvements exceeding TWO-HUNDRED-FIFTY-THOUSAND DOLLARS (\$250,000.00). The cap in the preceding sentence shall not apply to the sidewalk and trail improvements along the Holdaway Segment; the City shall reimburse Developer for the actual costs, not to include Developer's profits, of the sidewalk and trail improvements along the Holdaway Segment. For public utility work, the Developer may add five percent (5%) to the engineered estimate as a contingency. To avoid any disputes about eligible expenses, the City will review and approve—which review and approval shall not be unreasonably withheld, conditioned or delayed—an estimate provided by Developer prior to constructing the improvements for which the City is responsible for costs. Reimbursement will be for actual costs and shall not include Developer's profits. If costs remain within the pre-approved amount, including contingency, then the City shall reimburse such costs without question or delay. Payment of the costs shall be non-refundable.

12. Municipal Services. The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project as required by applicable law and at the same levels of services, and on the same terms and rates as provided to other residents and properties in the City. Service levels and availability shall be determined by the City during its review and approval of the Phasing Plan. The City may choose not to provide services to any areas outside the approved Phasing Plan unless accepted and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall not construct any areas in which emergency services cannot obtain reasonable access to provide services. The parties acknowledge and agree that Developer may be required to provide secondary emergency access over a temporary construction road during the first phase of the Project.

13. Parks and Open Space. Developer agrees to provide the parks, open space, trails and buffer areas generally as set forth in the Neighborhood Plan. The City agrees that the final size and location of parks, open spaces, trails and buffer areas shall be determined in the Plats, but shall be as generally identified in the Neighborhood Plan. The open space may include recreational areas, pedestrian and bicycle trails, neighborhood parks, and commonly maintained natural or landscaped areas, as approved by the City, which approval shall not be unreasonably withheld. Upon complete construction of such open space, Developer shall convey, dedicate, and/or donate to the City, at no cost to the City, and the City agrees to accept and receive such completed open space areas, in accordance with the City code, as shown on the Plats, after which the City shall be responsible for the maintenance of such dedicated open space and any improvements thereto. As part of the Plats and as applicable under the City Ordinances, Developer agrees to submit an open space plan to the City for its review and approval in connection with the Plats. The developer shall coordinate with Home Center Construction to extend the planned mid-block crossing into the Sycamores neighborhood as shown in the Neighborhood Plan. The Parties acknowledge and agree that the park depicted in the Neighborhood Plan in the northeast area of the Project shall be developed as a park or public use as determined by the city, that the names for the parks used in this agreement are temporary, and that the City shall have the right to rename the parks following its usual processes for assigning names to parks and public places.

14. City and Other Governmental Permits. The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the approved Plats; (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City; and (c) promptly meet and consider such actions as required by the Act, applicable Ordinances and the Utah Open Meetings Act to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. Before commencement of construction or development of any improvements on the Properties, Developer shall, at its expense secure any and all permits which may be required by any other governmental or quasi-governmental agency having jurisdiction over the work or affected by its construction or development. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Properties or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

(a) Environmental Permits. The Developer understands there may be environmental permits required to develop the Properties and shall coordinate with the appropriate state and federal agencies regarding construction activities which may impact the adjacent protected lands (e.g., wetlands). The Developer shall be responsible for all costs associated with environmental study, permits, and additional construction costs as determined by the cognizant state and federal agencies. The Developer shall provide the City with all applicable forms, permits, documentation from those state and federal agencies establishing its work in accordance with those agencies. The Developer understands that any buffers established by those state and federal agencies along protected areas shall be at the expense of the Developer and shall not be reduced from the open space or park areas established in the Neighborhood Agreement, City Laws, or this Development Agreement.

15. Developer Easement and Restrictive Covenants. Developer covenants and agrees that, prior to the closing of Developer's construction loan for the Project, if any, Developer shall, as part of its development of the Project and/or for the benefit of the City, perform or cause to be performed the following: (a) record any restrictive covenants on the Project as provided in the Plats, in form and content consistent with the Neighborhood Plan and reasonably satisfactory to the City; and (b) record any easement on the Project as provided in the Plats, in form and content reasonably satisfactory to the City, for all other public improvements and public utility easements. Developer shall provide the City with a proposed form of each of the foregoing easements and restrictive covenants at least thirty (30) days prior to the submission of the Plats to the City. The City shall provide comments within ten (10) business days of receipt of such proposed forms. The consent of the City to the forms of easement and restrictive covenants shall not be unreasonably withheld. The City acknowledges that the form of easements and covenants described in this section will also be subject to the review and consent of the lender providing construction financing for the Project, if any, and the City agrees that the City's consent to changes requested by such lender will not be unreasonably withheld. No Accessory Dwelling Units ("ADU"), internal or external, shall be permitted in the age-restricted community on any lot smaller than six-thousand (6,000) square feet.

16. Construction and Inspection. The Project shall be developed by Developer in accordance with the City's Laws, the development standards of the City, and the Neighborhood Plan. Developer shall construct, or cause to be constructed, all improvements on the Project in conformity with all applicable federal, state and local laws, ordinances, rules and regulations. "As built" drawings of public infrastructure improvements for the Project shall be provided to the City without cost and shall include GIS information. The City shall perform periodic inspections of the public improvements to ensure conformance to the Engineer of Record's requirements and the City Engineer's drawings stamped "For Construction", which are installed and constructed by Developer. The City shall hold a preconstruction meeting with Developer, prior to Developer's construction of public infrastructure improvements, to review the requirements for construction operations. The Developer shall not proceed with public infrastructure construction activities of the Project until a Notice-To-Proceed (NTP) is issued by the City Engineer.

17. Model Homes. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have the right to, pursuant to Section 4(c), apply for and obtain a building permit for and construct up to two (2) model homes (the "Model Homes") in conjunction with and before completion of Developer's construction the first phase of infrastructure improvements (the "Phase 1 Improvements"; provided however, that the Phase 1 Improvements must be complete before Developer may obtain certificates of occupancy for the Model Homes. The parties acknowledge and agree that Developer may be required to provide adequate emergency access over a temporary construction road during this phase of the Project.

18. Mortgagee Protections. The City recognizes Developer will be receiving construction financing from a private Lender or its successor and assigns (the "**Lender**"). The City will provide the Lender with thirty (30) days prior written notice of the City's intent to declare a default by Developer under this Agreement. Although otherwise effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of the Lender unless a copy of such notice has been delivered to such Lender in accordance with the immediately preceding sentence. The Lender shall have the right to cure any default of Developer under this Agreement. The City will not unreasonably withhold its consent to provide such other assurance and protections to the Lender by means of an amendment to this section or by separate agreement. In the event of a foreclosure by the Lender, this Agreement shall be binding on the Lender and its assigns, and any purchaser of the Developer Property at foreclosure. The City will agree to allow the Lender to take a collateral security interest in this Agreement and, in the event of a default by Developer to the Lender, to allow the Lender, or a purchaser in foreclosure of the Lender's lien, to assume the obligations of this Agreement and to complete the Project pursuant hereto; provided that any such foreclosure purchaser has reasonably demonstrated that it has the development experience and financial ability to complete the Project in accordance with the terms of this Agreement. In the event of an assumption of this Agreement as permitted by this section, the City agrees to perform its obligations under this Agreement to the Lender or to such purchaser and to make necessary extensions of deadlines under this Agreement. This section shall not limit or subordinate the City's interests, including but not limited to the rights to collect taxes or impose fines, fees, or remedies against Developer or subsequent owners of property developed pursuant to this Agreement.

19. Default. Neither Party shall be in default under this Agreement unless such Party fails to cure a breach under this Agreement within thirty (30) days after written notice is given to

the defaulting Party by the other Party, which notice shall set forth the details of such breach in reasonable detail. If the nature of the defaulting Party's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance or cure within such thirty (30) day period (or, if such commencement is impossible due to a Force Majeure (defined below), commences performance or cure when such Force Majeure terminates) and after such commencement diligently prosecutes the same to completion.

20. Notices. Any consent, request, notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; (c) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such courier service for delivery on the next business day; or (d) if by e-mail transmission, on the day of transmission so long as the sender receives no evidence reasonably indicating delivery was unsuccessful, to the addresses set forth on the signature pages, or at such other address as the party to be served with notice has furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

21. Conveyances. All dedications and conveyances of property to the City, as contemplated herein, shall be made by special warranty deed, free and clear of all financial liens and encumbrances, such as mortgages, deeds of trust, mechanic or materialmen's liens, but otherwise subject to all matters of record except as the Parties may otherwise reasonably agree.

22. Governing Law; Attorneys' Fees. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah. In the event of default by any Party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from any defaulting Party reasonable attorneys' fees, costs and expenses incurred in enforcing, interpreting or terminating this Agreement.

23. Time. Time is of the essence with respect to all time periods contained in this Agreement.

24. Interpretation; Incorporation. The titles and headings contained herein are for convenience only and do not define, limit or construe the contents of this Agreement. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." All recitals and exhibits to this Agreement are incorporated herein by reference and are deemed an integral part of this Agreement.

25. Further Assurances. Each Party to this Agreement shall undertake all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated herein. All provisions and requirements of this Agreement shall be carried out by each Party hereto as allowed by law.

26. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting land use ordinances or other ordinances and

regulations, provided, that in no case shall the future exercise of the City in enacting said ordinances and regulations limit or change in any manner the allowed uses, densities, rights and obligations granted by the Neighborhood Plan or this Agreement. Developer understands that it is required to comply with future changes, amendments, or revisions to City ordinances and regulations that do not change the allowed uses or densities for the Project, as identified by this Agreement. If the City, in its legislative power, imposes a temporary zoning regulation for a compelling and countervailing public purpose, all obligations required by Developer, under the terms of this Agreement, shall be suspended and held in abeyance for the duration of the temporary zoning regulation, as enacted by the City.

27. State and Federal Law – Invalidity. Both the City and Developer mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the City and Developer further agree that if any provision of this Agreement becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect. If the City’s approval of the Neighborhood Plan or any Plat is determined to be invalid by a court of competent jurisdiction, then, at Developer’s option, this Agreement shall also be null and void.

28. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Developer to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Such assignments shall be subject to review by the City which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The City shall review and approve, approve with conditions or deny all proposed assignments by Developer to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer. If the City takes no action to either approve (with or without conditions) or deny a proposed assignment, the assignment shall be deemed approved by the City. If the City in good faith determines that the proposed assignee does not have sufficient financial ability to assume and carry out the affirmative provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Developer shall remain responsible for the performance of all obligations of this Agreement. Notwithstanding the foregoing, the City hereby consents to the assignment by Developer of any or all of its rights under this Agreement to its Lender, provided that notice of the assignment is given to the City of such assignment promptly after the transfer is accomplished. The rights of the City under this Agreement shall not be assigned.

29. Agreement to Run with the Land; Priority. This Agreement shall be recorded in the office of the Utah County Recorder against the Developer Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors and assigns of Owner in the ownership or development of any portion of the Developer Property, senior to any debt security instruments encumbering the Developer Property except as provided in Section 18. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Developer Property only if the Agreement is transferred or assigned in accordance with the provisions of Section 28 above.

30. Relationship of Parties; No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto nor create any rights or benefits to third parties.

31. Amendments; Waivers. This Agreement may be amended, waived or enforced only by the Parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party. This Agreement may be amended only in a writing signed by all of the Parties hereto.

32. Force Majeure. The time within which actions must be completed under this Agreement shall be extended for a period of time equal to the period of any delay directly affecting construction that is caused by (a) fire, flood, war, earthquake or other acts of God, (b) strikes, acts of public enemy, riot or insurrection, (c) unanticipated environmental testing or remediation, (d) governmental regulation of the sale or transportation of materials, supplies or labor, (e) disruptions in the availability of labor or materials, (f) plague, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other governmental restrictions in response thereto, (g) unanticipated delays in obtaining Lender approvals due to characteristics of the Project, (h) changes in applicable building codes or interpretations thereof or (i) delays caused by the City in the reviewing and approving Developer's submittals in excess of the City's normal practices (each a "*Force Majeure*").

33. Entire Agreement; Counterparts. This Agreement, together with the exhibits attached hereto, and all regulatory approvals given by the City for the Project, contain the entire Agreement of the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

34. Term of Agreement. This Agreement shall be for a period of fifteen (15) years following the date of recording of this Agreement; provided, however, that upon the expiration of such initial twelve (12)-year term, if this Agreement has not been previously terminated and if Developer has substantially complied with the terms of this Agreement, Developer shall have the option, exercisable by written notice to the City, to extend the term of this Agreement for an additional five (5) years.

35. Severability. If any part or provision of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not affect any other parts or provisions of this Agreement, all of which shall remain in full force and effect.

36. Approval of Agreement. The Parties hereby represent and warrant, as applicable, as follows: (a) Developer certifies that the person executing this Agreement on behalf of Developer is duly authorized and fully empowered to execute the same for and on behalf of Developer; and (b) the City certifies that the execution and delivery hereof has been approved at a duly convened

meeting of the City Council and the same is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

[Signature pages follows]

EXHIBIT A-1

(Legal Description of Developer Property)

[Signature page to Development Agreement]

EXHIBIT A-2

(Legal Description of Church ROW Property)

EXHIBIT B
(Neighborhood Plan)

EXHIBIT C
(Zoning Ordinance)

EXHIBIT D

(Phasing plan of the Project)

EXHIBIT E

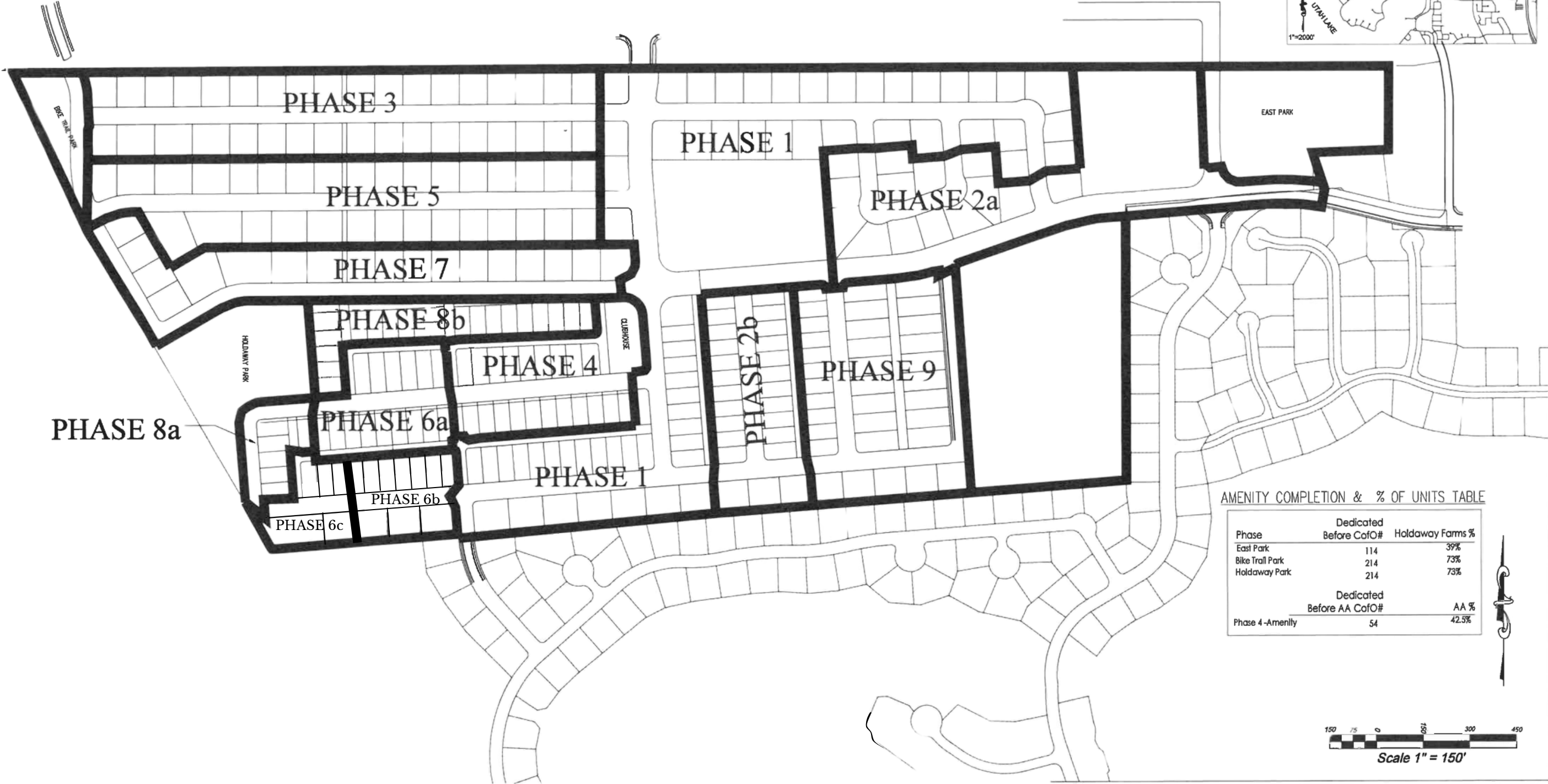
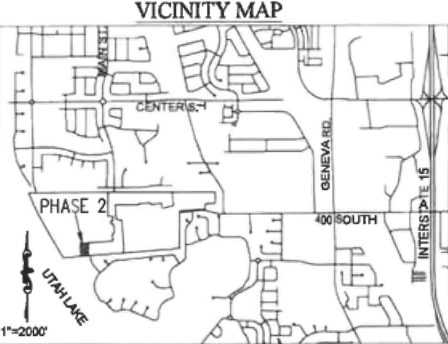
(Cross Section Analysis)



EXHIBIT F
(Updated Phasing Plan)

HOLDAWAY FIELDS

PROPOSED PHASING PLAN BY DEVELOPER



AMENITY COMPLETION & % OF UNITS TABLE

Phase	Dedicated Before CofO#	Holdaway Farms %
East Park	114	39%
Bike Trail Park	214	73%
Holdaway Park	214	73%
Dedicated Before AA CofO#		
Phase 4 -Amenity	54	42.5%

