



**NOTICE OF TWO PUBLIC HEARINGS HELD DURING THE REGULAR
CITY COUNCIL MEETING
May 12, 2026, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold two Public Hearings and a regularly scheduled City Council meeting on Tuesday, May 12, 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](#).

AGENDA

Presiding Mayor Zack Stratton

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. RECOGNITIONS, AWARDS, OR PROCLAMATIONS

3.1. Hunter Campbell and Tony Tienda, Environmental Utilities Operators

The City recognizes Hunter Campbell and Tyson Tienda, Water Operator 1, for earning their Grade 2 Water Operator Certification. This certification reflects expertise in water systems and qualifies them to operate, treat, and distribute water in large, complex municipal systems.

3.2. Blaine Nielson, Public Works Technician

The city recognizes Blaine Nielson, Public Works Technician, for receiving his ISA (International Society of Arboriculture) Arborist certification. This certificate reflects his continued professional growth and recognizes his level of knowledge and skill in the art and science of arboriculture, encompassing areas such as tree biology, diagnosis, maintenance, and safety.

4. CONFLICT OF INTEREST DISCLOSURE

5. PUBLIC HEARING FOR THE CONSOLIDATED FEE SCHEDULE

5.1. Consolidated Fee Schedule

6. PUBLIC HEARING FOR THE TENTATIVE 2026-2027 FISCAL YEAR BUDGET

6.1. Tentative 2026-2027 Fiscal Year Budget

7. CONSENT ITEMS

7.1. Approval of the April 28, 2026, City Council Meeting Minutes

7.2. Approval of the May 5, 2026, City Council Work Meeting Minutes

7.3. Approval of Central Utah Water Conservancy District (CUWCD) CWP Water Supply Agreement and Takedown Schedule

8. PUBLIC COMMENTS (3 MINUTES)

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

9. GENERAL BUSINESS

9.1. 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).

10. ACTION ITEMS

10.1. Approve Updated Consolidated Fee Schedule

10.2. Discussion and Action: Council discussion and possible action on amending the Annual Meeting Schedule.

11. COMMUNICATION

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.

Recognitions

Hunter Campbell and Tyson Tienda, Environmental Utilities Operators

The City recognizes Hunter Campbell and Tyson Tienda, Water Operator 1, for earning their Grade 2 Water Operator Certification. This certification reflects expertise in water systems and qualifies them to operate, treat, and distribute water in large, complex municipal systems.

Blaine Nielson, Public Works Technician

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Consolidated Fee Schedule

202~~5~~4–202~~6~~5 Fiscal Year

Table of Contents

Administrative Fees	2
Recreation Fees	3
Utilities Use Fees	5
Sanitation Fees	6
Facility ies Rental Fees	6
Special Event Fees Permit	7 <u>8</u>
Code Enforcement Fees	8 <u>9</u>
Business Licensing Fees	9 <u>10</u>
Land Use Application Fees	10 <u>1</u>
Building Permit Fees	13 <u>4</u>
Building Inspection Fees	14 <u>5</u>
Impact Fees	15 <u>6</u>
Pass-through Fees	16 <u>6</u>
Utility Meter & Connection Fees	16 <u>7</u>
<u>Library Fees</u>	<u>17</u>

ADMINISTRATIVE FEES	
Records (GRAMA) Requests	per hour for staff time after the first 15 minutes (based on the lowest paid employee working on the request) Copies - \$0.10 per page
Returned Checks	\$14
Colored Map Copies – 8 ½ by 11	\$3.00
Black and White Maps Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	\$60
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$50
Candidate Late Financial Disclosure Statement	\$50
City Offense Fines	Class B misdemeanor – not to exceed \$1,000 Class C misdemeanor – not to exceed \$750
Sixteen-Year-Old Curfew (Class C)	\$75
Eighteen-Year-Old Curfew (Class C)	\$75

Parent Liability (Class C)	\$125
Prohibited Travel on Trails (Infraction)	\$40
Leash Requirement (Infraction)	\$40
Sleeping on Public Property (Class C)	\$75
Camping Prohibited (Class C)	\$75
Unlawful Parking (Infraction)	\$40
Parking w/Snow Present (Infraction)	\$40
Driving or Riding on Sidewalk (infraction)	\$40
Engine Brake Restriction (Class C)	\$75
Hours of Operation (Infraction)	\$75
Fires and Campfires (Class C)	\$125
City Council-Designated Local Residential Streets	\$20 Per Permit
City Council-Designated Amenity Roads	\$60

RECREATION FEES	
<u>Race Registration</u>	<u>5k/10k – \$25</u> <u>Kids 1k – \$10</u> <u>Household Discount - \$55</u> <u>Group Rate – \$20 per person</u>
<u>Race T-Shirts</u>	<u>\$12 – Individual</u>
<u>Adult Pickleball</u>	<u>\$50 – Team</u>
Adult Soccer	Team - \$450

Pickleball Tournament	Team - \$30 Individual - \$15
Pee-Wee Sports Clinic Series	\$55 - Individual
Wiffleball Tournament	\$125 - Team
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50 - Individual
Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100 - Individual
E-Sports	\$50 - Individual
Pickleball Tournament	Team - \$30 Individual - 15
Race Registration	5k/10k - \$25 Kids 1k - \$10 Household Discount - \$55 Group Rate - \$20 per person
Race T-Shirts	\$15 - individual
Senior Program	\$50 - Individual
Spikeball Tournament	Team - \$30 Individual - \$15
Sports Trivia/Fantasy Class	\$50 - Individual
Pee-wee Sports Clinic	\$60 - Individual
Youth Arts	\$50 - Individual
Youth Baseball Clinic	\$50 - Individual
Youth Basketball Clinic	\$55 - Individual
Youth Coach Pitch	\$6055 - Individual
Youth CUTA Tennis	\$100 - Individual
Youth Street Hockey League	\$65 - Individual
Youth Pickleball League	\$100 - Individual
Wiffleball Tournament	\$100 - Team
Youth Fishery Program	\$50 - Individual

Youth Flag Football	\$65 – Individual
Youth Jr Jazz Basketball	Kindergarten: \$65 – Individual 1st-2nd Grade: \$75 – Individual 3rd-4th Grade: \$80 – Individual 5th-6th Grade: \$90 – Individual \$100 – Individual
Youth Kickball	\$ 50 60 – Individual
Youth Machine Pitch	1st-2nd Grade: \$65-80 – Individual 3rd-4th Grade: \$70 – Individual
Youth Pickleball <u>Clinic Series Programs</u>	\$50 – Individual
<u>Youth Pickleball League</u>	\$100 – Individual
<u>Youth Ski/Snowboard Program</u>	\$375 - Individual
Youth Soccer	Age 3-5: \$55 – Individual K-4 th Grade: \$65 – Individual 5 th -6 th Grade: \$70 – Individual 7 th -9 th Grade: \$75 – Individual
<u>Youth Street Hockey</u>	\$65 – Individual
Youth T-Ball	\$ 60 55 – Individual
<u>Youth Tennis Clinic</u>	\$50 – Individual
<u>Youth Ultimate Frisbee</u>	\$50 – Individual
Youth Volleyball	\$ 85 90 – Individual
Youth Wrestling	\$ 50 5 – Individual
<u>Ski/Snowboard Program</u>	\$300 – Individual
<u>Youth Fishery Program</u>	\$50 – Individual
<u>Bingo</u>	\$10 – Individual
Additional Non-Residential Fee	Up to 20% of Registration Fee
Recreation Program Cancellation Fee	Up to 100% of Registration Fee
<u>Recreation Program Late Fee</u>	\$50 – Team \$10 - Individual
Memorial Bench	\$1500

Memorial Tree	\$500
Gammon/Sunset Beach Park Food Stand Concessionaire	\$10 per day
Grove Park Semi-Permanent Trailer/Kiosk/ <u>Food Stand</u> Concessionaire	\$33 per day
Food Truck Concessionaire	\$25 per day

UTILITY USE FEES*	
Water Base Rate ¾" Meter	\$31.61 first 5,000 gallons
Water Base Rate 1" Meter	\$44.26 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$56.91 first 5,000 gallons
Water Base Rate 2" Meter	\$91.68 first 5,000 gallons
Water Base Rate 3' Meter	\$347.72 first 5,000 gallons
Water Base Rate 4" Meter	\$450.98 first 5,000 gallons
Water Base Rate 6" Meter	\$663.83 first 5,000 gallons
Water Base Rate 8" Meter	\$885.09 first 5,000 gallons
Water Multi-Family Residential Base Rate	\$18.56 per unit
Residential Water Usage Rates: Tier 1 (5,001 – 15,000) Tier 2 (15,001– 30,000+) Tier 3 (30,001 – 50,000) Tier 4 (50,001+)	\$2.07 per 1,000 gallons \$2.37 per 1,000 gallons \$3.15 per 1,000 gallons \$3.62 per 1,000 gallons
Commercial Water Usage Rates: Tier 1 (5,001 – 30,000) Tier 2 (30,001 – 100,000) Tier 3 (100,001+)	\$2.07 per 1,000 gallons \$2.92 per 1,000 gallons \$3.62 per 1,000 gallons
Sewer Base Rate	\$19.22 per 1,000 gallons
Sewer Multi-Family Residential Base Rate	\$10.71 per unit per month

Sewer Usage Rate	\$6.27 per 1,000 gallons
Transportation Utility (KSF=1,000 Square Feet)	\$4.75 per ERU \$36 per Office KSF \$70 per Retail/Commercial KSF \$84 per Light Industrial KSF* \$36 per Flex Space KSF* \$0 Per ERU
Storm Water Utility	\$6.50 per ERU
*Non-Vineyard Resident & Business Fee	Rate X2
Collection for Any Unpaid Utility Bills, Fees, or Civil Penalties	May be subject to collections if payment has not been made within 30 days of the due date at the cost of the resident

SANITATION FEES	
90-Gallon Residential Can	\$16.25
Second 90-Gallon Residential Can	\$10
Recycling Can	\$7.50
Replacement Can	\$90

FACILITIES RENTAL FEES	
Council Chambers Rental	\$75 per hour for Resident \$150 per hour for Non-Resident
Council Chambers Cleaning Deposit	\$75 for Resident \$150 for Non-Resident
Library Conference Room Rental	\$10 per hour for Resident

	\$20 per hour for Non-Resident
Small Park Pavilion Rental	\$40 per day for Resident \$80 per day for Non-Resident
Large Park Pavilion Rental	\$75 per day for Resident \$150 per day for Non-Resident
Field/Facility Cleaning Fee	\$50
Field/Facility/Equipment Damage Fee	Up to market value replacement cost
Special Event Rental Deposit	\$300
Multi-Day Special Event Rental Deposit	\$500 per day
Pavilion Rental Cancellation Fee	Up to 100% of reservation cost
Hourly Field Rental at Gammon Park (Monday – Thursday)	\$20 for Residents, \$40 for Non-Residents or Holiday Reservations
4 Hour Field Rental at Gammon Park (Monday – Thursday)	\$75 for Residents, \$150 for Non-Resident or Holiday Reservations
Hourly Field Rental at Gammon Park (Weekend)	\$30 for Residents, \$60 for Non-Residents or Holiday Reservations
4 Hour Field Rental at Gammon Park (Weekend)	\$100 for Residents, \$200 for Non-Resident or Holiday Reservations
Hourly Rental per regulation-sized soccer field at A all other parks; single soccer fields or fields hourly rental (Monday – Thursday)	\$40 for Residents, \$80 for Non-Resident or Holiday Reservations
All other parks, single soccer fields or fields 4 Hour Rental (Monday – Thursday)	\$150 for Residents, \$300 for Non-Resident or Holiday Reservations
Hourly Rental per regulation-sized soccer field at A all other parks; single soccer fields or fields hourly rental (Weekends)	\$60 for Residents, \$120 for Non-Resident or Holiday Reservations
All other parks, single soccer fields or fields 4 Hour Rental (Weekend)	\$200 for Residents, \$400 for Non-Resident or Holiday Reservations

Hourly Rental per Soccer Goal Set	\$10 for Residents \$20 for Non-Residents
Hourly Rental per Soccer Corner Flag Set	\$10 for Residents \$20 for Non-Residents
Hourly Rental per Court Rental	\$25 per hour per court for Residents \$50 for Non-Residents
Pickleball Net Rental	\$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to \$300
Race Arch Rental per day	\$50 per set
Non-Existing Line Painting – Per Field	1-499 Feet – \$100 500-999 Feet – \$150 1500+ Feet – \$200
Remarking Line Painting – Per Field	1-499 Feet – \$50 500-999 Feet – \$60 1500+ Feet – \$80

SPECIAL EVENT FEES*	
Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 Participants	\$100
Special Events longer than 6 hours	\$150
Multi-Day Special Event	\$200
Film Permit	\$50
Children's Market	\$25
Boo-A-Palooza Vendor Fee	\$50
Vineyard Days Boutique/Vendor Fee Vendors	\$100-\$200
Vineyard Days Boutique/Vendor Fee for Local Non-Profit	\$50
Farmers Market Booth Fee	\$50

<u>Business Showcase Booth Fee</u>	<u>\$50</u>
<u>Event Shirt</u>	<u>\$15 each</u>
<u>Event Hat</u>	<u>\$15 each</u>
Boo-A-Palooza Vendor Fee	\$50
Car Show Participant	\$10
Motorized Parade Participant – Business	\$100
Motorized Parade Participant – Non-Profit	\$50
Motorized Parade Participant – School/ <u>Community member (Non-Business)</u>	\$25
Bounce House Deposit	\$100
<u>Vineyard City Event Food Truck Vendor</u>	<u>\$200 per day 50—100</u>
<u>Vineyard City Event Food Truck Vendor (3 hrs or less)</u>	<u>\$75 per day</u>
Onsite Dumpster or Equipment Permit	\$72 per dumpster
Additional Dumpster Reserved	\$174 per 6-yard dumpster
Excess Garbage Pickup	Up to \$600 based on quantity picked up
Extra trash cans with bags	\$15 per 5 cans
Personnel (total compensation per employee, per hour, during regular business hours)	City staff per person– \$35 Parks Department – \$35 Streets Department – \$35 Special Events Department – \$32
Penalty for operating without a permit	Double the application fee and any damage caused by the special event
*Special Events and facility rental fees may be waived at the discretion of the City Council. See Special Event Code for fee waiver consideration reasons.	

CODE ENFORCEMENT FEES	
Code Violation Fee (per calendar year from first offense)	1 st Offense – \$100 2 nd Offense – \$200 3 rd (or more) Offense – \$400
Civil Penalty Fee	\$25 minimum to \$1,000 maximum per day, per violation
Civil Penalty Fee– Occupancy Violation	\$100 per day, per violation
Civil Penalty Fee– Home Occupation Operating without License	\$25 per day, per violation
Civil Penalty Fee– Commercial Business Operating without License	\$50 per day, per violation
Code Violation Fee – Interest	20% per annum of total outstanding amounts
Default/Administrative Code Enforcement Hearing Fee	\$100
Animal Defecation without Removal Fine	\$250
Off-Leash Animal Fine	\$250
Illegal Trash Dumping	\$250
Illicit Discharge and Stormwater Runoff	As Found in State Code 10-5-100
Code Violation by City (via Contract Services)	Cost plus 10%

BUSINESS LICENSING FEES	
Home-Based Occupation (exceeds residential impact)	\$50
Home-Based Occupation (does not exceed residential impact)	\$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee \$100 Renewal Fee \$50

Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee (Based in Vineyard)	\$25
Retail	\$215
Service Related	\$150
Fire Inspection	Equal to Orem Fire's fee as dictated in Orem City's Fee Schedule
Accessory Dwelling Unit Re-Inspection Fee	\$85
Renewal Fee (all license types except Alcohol and Towing/Parking	\$25
Alcohol and Towing/Parking Enforcement Renewal Fee	Same as Initial Fee
Solicitor License	\$30
Temporary/Seasonal Use Business License	\$50
Temporary/Seasonal Use Business License Refundable Deposit	\$300
Towing/Parking Enforcement Qualification	\$50
Class A – D Beer License	\$400 + Proof of \$5,000 Bond
Class E Beer License	\$400 + Proof of \$10,000 Bond
Class A Liquor License	\$300 + Proof of \$10,000 bond
Class B Liquor License - Limited-service Restaurant	\$300 + Proof of \$5,000 bond
Class B Liquor License - Full-service Restaurant	\$300 + Proof of \$10,000 bond
Class C Liquor License	\$300 + Proof of \$1,000 Bond
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Renewal Fee (during renewal	\$25

grace period)	
Daily penalty fee if license not renewed by end of renewal grace period	Half of the license fee
Penalty Fee for doing business without a Vineyard Business License	Equivalent to the license fee

LAND USE APPLICATION FEES	
Development Agreement	\$1,500
Development Agreement	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot
Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1,010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2,663 < 10 acres = \$500
Planned Unit Development	\$1,000
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663
Site Plan – Non-Residential	\$3,756
Site Plan – Non-Residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text Amendment	\$1,000
General Plan Map Amendment	\$1,000
Land Use Text Amendment	\$1,000
Land Uset Map Amendment	\$1,000

Lot Line/Property Boundary Line Adjustment	\$300
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Special Planning Commission Meeting	\$390 per meeting
Water Sampling	Lab Cost + 10% & \$300
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Site Plans Technical Review	\$1,500 per application, first 50 plan sheets. Up to 3 revisions
Additional Site Plan Technical Review	\$65 per additional plan sheet or each sheet after 3 rd revision
Engineering/Public Works Inspection/Service Fees – Subdivision – Related	3% of certified bid tabulation, approved by Engineering Office
Engineering/Public Works Inspection/Service Fees	\$150 per hour
Engineering/Public Works Re-Inspection Fees	\$150 per hour, 2-hour minimum
After Hours Engineering/Public Works (M–F between 5pm and 8am OR Saturdays, Sundays)	\$300 per hour, 2-hour minimum
New Street Light Install Fee	\$10,000 per light

Street Sign Fee	Cost plus 10%
Demolition	\$500 plan review fee
Encroachment Permit	\$150 plus \$1 per square foot of disturbed asphalt
Driveway Approach in Public Right-of-Way Inspection Fee (after Encroachment Permit)	\$250 for up to 2 inspections \$150 per reinspection
Sampling and Lab Testing Fee - Water, Sewer, Storm Water, Streets	Cost + 10% Administration Fee
Vacuum Truck	\$250/hour, minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 plus \$150 per hour
Infrastructure Construction Bond	Bond/Escrow account as determined by bid tabulation 110% Performance 10% Warranty
Final Grading Residential Lot Bond	\$1,000 up to 1 acre, \$500 each additional half acre
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure Application	\$50 per Road Segment Plan Review Fee
City Barricades for Road Closure, if approved by the Public Works Director	\$150 Application Fee, \$75 per barricade per day. \$100 refundable deposit per set of barricades
Repair to Damaged Public Infrastructure (All Streets or Utilities) by Contract	Cost plus 10% Administrative Fee
Red Curb Request Application	\$50
Address Change Request/ADU Secondary Address Request*	\$150
Tree Replacement Due to Damage: Diameter < or = 1"	\$500 per tree

Diameter > 1" and < or = 2" Diameter > 2" and < or = 3" Diameter > 3"	\$750 per tree \$950 per tree Cost assessed by City Arborist, minimum of \$1,200 per tree
*Does not include Cost of Additional Physical Mailbox charged to Property Owner by USPS	

BUILDING PERMIT FEES	
TOTAL VALUATION	FEE
\$1 to \$1,300	\$86
\$1,301 to \$2,000	\$86 for the first \$1,300; plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$107 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$525 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,065 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,865 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,365 for the first \$1,000,000; plus \$3.5 for each additional \$1,000 or fraction thereof, to and including \$5,000,000

\$5,000,001 and over	\$20,354 for the first \$ 5,000,000; plus \$2 for each additional \$1,000 or fraction thereof
Residential Plan Review	65% of Building Permit Fee
Commercial Plan Review	65% of Building Permit Fee
Simple/Duplicate Plan Review	25% of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES	
Inspections outside of normal Business hours	\$75 per hour, two-hour minimum
Re-inspection	\$75 per hour
Inspection for which no specific fee is indicated	\$75 per hour, one-hour minimum
Additional plan review required by changes, additions, or revisions to plans	\$85 per hour, one-hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	See Business License Fees
Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction
*Fines doubled for each subsequent infraction	

IMPACT FEES
(Impact Fee Area Maps may be found on the City's Website)

Sewer Facilities	\$637 Per ERU
Drinking Water Per Meter Size ^{1,2,5}	\$4,207.49 per ERU or Per Table 19 (By Meter Size) From Vineyard City Water Impact Fee Analysis (View Chart Below)
Roadway Facilities Per Trip End Unit based on ITE	- Area A – \$3,586 per Trip End - Area B (RDA) – \$1,286 per Trip End
Storm and Ground Water Per ERU ^{1,4}	- Area A – \$222 per ERU - Area B – \$337 per ERU - Area C – \$237 per ERU
Parks and Recreation Facilities	\$3,422.88 Per Household⁵
1 inch water connection is 1 ERU: 1 ERU = 1 ERC ² Additional fees may apply to units with more than 5-bathroom equivalent drains. ³ Additional fees may apply to certain high water uses (e.g., Car Wash) without water reduction measures in place. ⁴ Additional fee may apply to certain sites if above city's maximum impervious area requirement. ⁵ Household as defined by US Census Bureau ⁶ Drinking water includes all water service connection types including landscaping meters	

TABLE 19: MAXIMUM FEE PER ERC BY METER SIZE

Meter Size	ERCs	2025	2026	2027	2028	2029	2030
3/4"	1	\$4,207.49	\$4,360.81	\$4,491.21	\$4,602.71	\$4,707.52	\$4,808.14
1"	1.67	\$7,026.51	\$7,282.55	\$7,500.32	\$7,686.52	\$7,861.56	\$8,029.60
1 1/2"	3.33	\$14,010.94	\$14,521.50	\$14,955.72	\$15,327.01	\$15,676.04	\$16,011.12
2"	5.33	\$22,425.91	\$23,243.12	\$23,938.14	\$24,532.42	\$25,091.07	\$25,627.40
3"	10	\$42,074.88	\$43,608.11	\$44,912.07	\$46,027.06	\$47,075.19	\$48,081.43
4"	16.67	\$70,138.83	\$72,694.72	\$74,868.43	\$76,727.10	\$78,474.34	\$80,151.75
6"	33.33	\$140,235.59	\$145,343.85	\$149,691.94	\$153,408.18	\$156,901.60	\$160,255.41
8"	53.33	\$210,353.38	\$218,015.78	\$223,537.91	\$228,162.28	\$231,951.97	\$235,418.28
10"	76.67	\$322,588.14	\$334,343.39	\$344,340.88	\$352,889.45	\$360,925.46	\$368,640.34
Timpanogos Special Service District		Equal to District's impact fee as dictated current Impact Fee Facilities					
Orem Water Reclamation		Equal to Orem City's impact fee as dictated by the current Impact Fee					

CUWCD Water Rights Costs Per ERC	Equal to Current Fiscal Year from EXHIBIT A – VINEYARD CITY CWP FY2025 Agreement
All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.	

UTILITY METER & CONNECTION FEES	
¾" Water Meter & Connection Fee	\$580
1" Water Meter & Connection Fee	\$795
1½" Water Meter & Connection Fee	\$1,240
2" Water Meter & Connection Fee	\$1,930
Water Meter Reconnect Fee	\$50
After Hours Fee (between 5pm and 8am)	Reconnect Fee plus \$150
Utility/Hydrant Meter Application Fee	\$ 25
Fire Hydrant Meter Rental Deposit	\$2100
Residential Daily Rental Rate – Fire Hydrant Meter (Residence Must have Certificate of Occupancy)	\$10 daily rental fee - Water will be billed at the residential water usage rate as shown on utility use fees
Water Usage Rate – Fire Hydrant Meter	Monthly rental rate will be at the base rate of a 3" meter with water usage to be billed at commercial water usage rates and will be billed monthly
Residential Construction Water	\$100 minimum
Non-Residential Construction Water	\$100 minimum
Unauthorized Connection to System	\$2,000 per occurrence
Unauthorized Opening of Meter Box	\$250 + \$300 for a min. of 2 hours of staff time

Water Main Flushing	Per commercial rate at 3x pipe volume per occurrence & \$150 per hour per utility tech
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LIBRARY FEES	
<u>Arts Program</u>	<u>\$50 – Individual</u>
<u>Bingo</u>	<u>\$5 – Individual</u>
<u>Book Club</u>	<u>\$25 – Individual</u>
<u>Yoga Class Series</u>	<u>\$10 – Individual</u>
<u>Library Program Late Fee</u>	<u>\$10 – Individual</u>
<u>Additional Non-Resident Fee</u>	<u>Up to 20% of Registration Fee</u>
<u>Library Program Cancellation Fee</u>	<u>Up to 100% of Registration Fee</u>
<u>Community Garden Plot</u>	<u>\$25 each</u>
<u>Annual Fee for Non-Resident Vineyard Library Card</u>	<u>\$40 per card</u>
<u>Vineyard Library Swag</u>	<u>\$1 per Sticker</u> <u>\$10 per Book Bag</u> <u>\$15 per Shirt</u> <u>\$15 per Mug</u>
<u>Paper Scan Fee</u>	<u>\$0.05 per sheet</u>
<u>Print per Sheet in Black & White</u>	<u>One-sided: \$0.15 Two-sided: \$0.25</u> <u>Cardstock one-sided: \$0.20</u> <u>Cardstock two-sided: \$0.40</u>
<u>Print per Sheet in Color</u>	<u>One-sided: \$0.50 Two-sided: \$0.75</u> <u>Cardstock one-sided: \$0.65</u> <u>Cardstock two-sided: \$0.90</u>

Consolidated Fee Schedule

2025–2026 Fiscal Year

Table of Contents

Administrative Fees.....	2
Recreation Fees... ..	3
Utilities Use Fees... ..	5
Sanitation Fees... ..	6
Facility Rental Fees... ..	6
Special Event Fees	7
Code Enforcement Fees	8
Business Licensing Fees.....	9
Land Use Application Fees	10
Building Permit Fees.....	13
Building Inspection Fees.....	14
Impact Fees	15
Pass-through Fees	16
Utility Meter & Connection Fees	16
Library Fees	17

ADMINISTRATIVE FEES	
Records (GRAMA) Requests	per hour for staff time after the first 15 minutes (based on the lowest paid employee working on the request) Copies - \$0.10 per page
Returned Checks	\$14
Colored Map Copies – 8 ½ by 11	\$3.00
Black and White Maps Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	\$60
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$50
Candidate Late Financial Disclosure Statement	\$50
City Offense Fines	Class B misdemeanor – not to exceed \$1,000 Class C misdemeanor – not to exceed \$750
Sixteen-Year-Old Curfew (Class C)	\$75
Eighteen-Year-Old Curfew (Class C)	\$75
Parent Liability (Class C)	\$125

Prohibited Travel on Trails (Infraction)	\$40
Leash Requirement (Infraction)	\$40
Sleeping on Public Property (Class C)	\$75
Camping Prohibited (Class C)	\$75
Unlawful Parking (Infraction)	\$40
Parking w/Snow Present (Infraction)	\$40
Driving or Riding on Sidewalk (infraction)	\$40
Engine Brake Restriction (Class C)	\$75
Hours of Operation (Infraction)	\$75
Fires and Campfires (Class C)	\$125
City Council-Designated Local Residential Streets	\$20 Per Permit
City Council-Designated Amenity Roads	\$60

RECREATION FEES	
Race Registration	5k/10k – \$25 Kids 1k – \$10 Household Discount - \$55 Group Rate – \$20 per person
Race T-Shirts	\$12 – Individual
Adult Soccer	Team - \$450
Pickleball Tournament	Team - \$30 Individual – \$15
Pee-Wee Sports Clinic Series	\$55 – Individual
Wiffleball Tournament	\$125 – Team
Youth Coach Pitch	\$60 – Individual

Youth CUTA Tennis	\$100 – Individual
Youth Fishery Program	\$50 - Individual
Youth Flag Football	\$65 – Individual
Youth Jr Jazz Basketball	Kindergarten: \$65 – Individual 1 st -2 nd Grade: \$75 – Individual 3 rd -4 th Grade: \$80 – Individual 5 th -6 th Grade: \$90 – Individual
Youth Kickball	\$ 50 – Individual
Youth Machine Pitch	1 st -2 nd Grade: \$65 – Individual 3 rd -4 th Grade: \$70 – Individual
Youth Pickleball Clinic Series	\$50 – Individual
Youth Pickleball League	\$100 – Individual
Youth Ski/Snowboard Program	\$375 - Individual
Youth Soccer	Age 3-5: \$55 – Individual K-4 th Grade: \$65 – Individual 5 th -6 th Grade: \$70 – Individual 7 th -9 th Grade: \$75 – Individual
Youth Street Hockey	\$65 – Individual
Youth T-Ball	\$60 – Individual
Youth Volleyball	\$85 – Individual
Youth Wrestling	\$ 50 – Individual
Additional Non-Residential Fee	Up to 20% of Registration Fee
Recreation Program Cancellation Fee	Up to 100% of Registration Fee
Recreation Program Late Fee	\$50 – Team \$10 - Individual
Memorial Bench	\$1500
Memorial Tree	\$500
Gammon/Sunset Beach Park Food Stand Concessionaire	\$10 per day
Grove Park Semi-Permanent Trailer/Kiosk/Food Stand Concessionaire	\$33 per day
Food Truck Concessionaire	\$25 per day

UTILITY USE FEES*	
Water Base Rate ¾" Meter	\$31.61 first 5,000 gallons
Water Base Rate 1" Meter	\$44.26 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$56.91 first 5,000 gallons
Water Base Rate 2" Meter	\$91.68 first 5,000 gallons
Water Base Rate 3' Meter	\$347.72 first 5,000 gallons
Water Base Rate 4" Meter	\$450.98 first 5,000 gallons
Water Base Rate 6" Meter	\$663.83 first 5,000 gallons
Water Base Rate 8" Meter	\$885.09 first 5,000 gallons
Water Multi-Family Residential Base Rate	\$18.56 per unit
Residential Water Usage Rates: Tier 1 (5,001 – 15,000) Tier 2 (15,001– 30,000+) Tier 3 (30,001 – 50,000) Tier 4 (50,001+)	\$2.07 per 1,000 gallons \$2.37 per 1,000 gallons \$3.15 per 1,000 gallons \$3.62 per 1,000 gallons
Commercial Water Usage Rates: Tier 1 (5,001 – 30,000) Tier 2 (30,001 – 100,000) Tier 3 (100,001+)	\$2.07 per 1,000 gallons \$2.92 per 1,000 gallons \$3.62 per 1,000 gallons
Sewer Base Rate	\$19.22 per 1,000 gallons
Sewer Multi-Family Residential Base Rate	\$10.71 per unit per month
Sewer Usage Rate	\$6.27 per 1,000 gallons
Transportation Utility (KSF=1,000 Square Feet)	\$0 Per ERU
Storm Water Utility	\$6.50 per ERU
*Non-Vineyard Resident & Business Fee	Rate X2
Collection for Any Unpaid Utility Bills, Fees, or Civil Penalties	May be subject to collections if payment has not been made within 30 days of the due date at the cost of the resident

SANITATION FEES	
90-Gallon Residential Can	\$16.25
Second 90-Gallon Residential Can	\$10
Recycling Can	\$7.50
Replacement Can	\$90

FACILITIES RENTAL FEES	
Council Chambers Rental	\$75 per hour for Resident \$150 per hour for Non-Resident
Council Chambers Cleaning Deposit	\$75 for Resident \$150 for Non-Resident
Library Conference Room Rental	\$10 per hour for Resident \$20 per hour for Non-Resident
Small Park Pavilion Rental	\$40 per day for Resident \$80 per day for Non-Resident
Large Park Pavilion Rental	\$75 per day for Resident \$150 per day for Non-Resident
Field/Facility Cleaning Fee	\$50
Field/Facility/Equipment Damage Fee	Up to market value replacement cost
Special Event Rental Deposit	\$300
Multi-Day Special Event Rental Deposit	\$500 per day
Pavilion Rental Cancellation Fee	Up to 100% of reservation cost
Hourly Field Rental at Gammon Park (Monday – Thursday)	\$20 for Residents, \$40 for Non-Residents or Holiday Reservations
Hourly Field Rental at Gammon Park (Weekend)	\$30 for Residents, \$60 for Non-Residents or Holiday Reservations
Hourly Rental per regulation-sized soccer field at all other parks (Monday – Thursday)	\$40 for Residents, \$80 for Non-Resident or Holiday Reservations

Hourly Rental per regulation-sized soccer field at all other parks (Weekends)	\$60 for Residents, \$120 for Non-Resident or Holiday Reservations
Hourly Rental per Soccer Goal Set	\$10 for Residents \$20 for Non-Residents
Hourly Rental per Court	\$25 for Residents \$50 for Non-Residents
Race Arch Rental per day	\$50 per set
Non-Existing Line Painting – Per Field	1-499 Feet – \$100 500-999 Feet – \$150 1500+ Feet – \$200
Remarking Line Painting – Per Field	1-499 Feet – \$50 500-999 Feet – \$60 1500+ Feet – \$80

SPECIAL EVENT FEES*	
Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 Participants	\$100
Special Events longer than 6 hours	\$150
Multi-Day Special Event	\$200
Film Permit	\$50
Children's Market	\$25
Boo-A-Palooza Vendor Fee	\$50
Vineyard Days Boutique/Vendor Fee	\$100
Vineyard Days Boutique/Vendor Fee for Local Non-Profit	\$50
Farmers Market Booth Fee	\$50
Business Showcase Booth Fee	\$50
Event Shirt	\$15 each
Event Hat	\$15 each
Car Show Participant	\$10

Motorized Parade Participant – Business	\$100
Motorized Parade Participant – Non-Profit	\$50
Motorized Parade Participant – School/Community member (Non-Business)	\$25
Vineyard City Event Food Truck Vendor	\$200 per day
Vineyard City Event Food Truck Vendor (3 hrs or less)	\$75 per day
Onsite Dumpster or Equipment Permit	\$72 per dumpster
Additional Dumpster Reserved	\$174 per 6-yard dumpster
Excess Garbage Pickup	Up to \$600 based on quantity picked up
Extra trash cans with bags	\$15 per 5 cans
Personnel (total compensation per employee, per hour, during regular business hours)	City staff per person– \$35
Penalty for operating without a permit	Double the application fee and any damage caused by the special event
*Special Events and facility rental fees may be waived at the discretion of the City Council. See Special Event Code for fee waiver consideration reasons.	

CODE ENFORCEMENT FEES	
Code Violation Fee (per calendar year from first offense)	1 st Offense – \$100 2 nd Offense – \$200 3 rd (or more) Offense – \$400
Civil Penalty Fee	\$25 minimum to \$1,000 maximum per day, per violation
Civil Penalty Fee– Occupancy Violation	\$100 per day, per violation

Civil Penalty Fee– Home Occupation Operating without License	\$25 per day, per violation
Civil Penalty Fee– Commercial Business Operating without License	\$50 per day, per violation
Code Violation Fee – Interest	20% per annum of total outstanding amounts
Default/Administrative Code Enforcement Hearing Fee	\$100
Animal Defecation without Removal Fine	\$250
Off–Leash Animal Fine	\$250
Illegal Trash Dumping	\$250
Illicit Discharge and Stormwater Runoff	As Found in State Code 10-5-100
Code Violation by City (via Contract Services)	Cost plus 10%

BUSINESS LICENSING FEES	
Home-Based Occupation (exceeds residential impact)	\$50
Home-Based Occupation (does not exceed residential impact)	\$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee \$100 Renewal Fee \$50
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee (Based in Vineyard)	\$25
Retail	\$215
Service Related	\$150
Fire Inspection	Equal to Orem Fire’s fee as dictated in Orem City’s Fee Schedule
Accessory Dwelling Unit Re-Inspection Fee	\$85
Renewal Fee (all license types except	\$25

Alcohol and Towing/Parking	
Alcohol and Towing/Parking Enforcement Renewal Fee	Same as Initial Fee
Solicitor License	\$30
Temporary/Seasonal Use Business License	\$50
Temporary/Seasonal Use Business License Refundable Deposit	\$300
Towing/Parking Enforcement Qualification	\$50
Class A – D Beer License	\$400 + Proof of \$5,000 Bond
Class E Beer License	\$400 + Proof of \$10,000 Bond
Class A Liquor License	\$300 + Proof of \$10,000 bond
Class B Liquor License - Limited-service Restaurant	\$300 + Proof of \$5,000 bond
Class B Liquor License - Full-service Restaurant	\$300 + Proof of \$10,000 bond
Class C Liquor License	\$300 + Proof of \$1,000 Bond
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Renewal Fee (during renewal grace period)	\$25
Daily penalty fee if license not renewed by end of renewal grace period	Half of the license fee
Penalty Fee for doing business without a Vineyard Business License	Equivalent to the license fee

LAND USE APPLICATION FEES	
Development Agreement	\$1,500
Development Agreement	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot

Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1,010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2,663 < 10 acres = \$500
Planned Unit Development	\$1,000
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663
Site Plan – Non-Residential	\$3,756
Site Plan – Non-Residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text Amendment	\$1,000
General Plan Map Amendment	\$1,000
Land Use Text Amendment	\$1,000
Land Uset Map Amendment	\$1,000
Lot Line/Property Boundary Line Adjustment	\$300
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Special Planning Commission Meeting	\$390 per meeting
Water Sampling	Lab Cost + 10% & \$300
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month

Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Site Plans Technical Review	\$1,500 per application, first 50 plan sheets. Up to 3 revisions
Additional Site Plan Technical Review	\$65 per additional plan sheet or each sheet after 3 rd revision
Engineering/Public Works Inspection/Service Fees – Subdivision – Related	3% of certified bid tabulation, approved by Engineering Office
Engineering/Public Works Inspection/Service Fees	\$150 per hour
Engineering/Public Works Re-Inspection Fees	\$150 per hour, 2-hour minimum
After Hours Engineering/Public Works (M–F between 5pm and 8am OR Saturdays, Sundays)	\$300 per hour, 2-hour minimum
New Street Light Install Fee	\$10,000 per light
Street Sign Fee	Cost plus 10%
Demolition	\$500 plan review fee
Encroachment Permit	\$150 plus \$1 per square foot of disturbed asphalt
Driveway Approach in Public Right-of-Way Inspection Fee (after Encroachment Permit)	\$250 for up to 2 inspections \$150 per reinspection
Sampling and Lab Testing Fee - Water, Sewer, Storm Water, Streets	Cost + 10% Administration Fee
Vacuum Truck	\$250/hour, minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 plus \$150 per hour
Infrastructure Construction Bond	Bond/Escrow account as determined by bid tabulation 110% Performance 10% Warranty

Final Grading Residential Lot Bond	\$1,000 up to 1 acre, \$500 each additional half acre
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure Application	\$50 per Road Segment Plan Review Fee
City Barricades for Road Closure, if approved by the Public Works Director	\$150 Application Fee, \$75 per barricade per day. \$100 refundable deposit per set of barricades
Repair to Damaged Public Infrastructure (All Streets or Utilities) by Contract	Cost plus 10% Administrative Fee
Red Curb Request Application	\$50
Address Change Request/ADU Secondary Address Request*	\$150
Tree Replacement Due to Damage: Diameter < or = 1" Diameter > 1" and < or = 2" Diameter > 2" and < or = 3" Diameter > 3"	\$500 per tree \$750 per tree \$950 per tree Cost assessed by City Arborist, minimum of \$1,200 per tree
*Does not include Cost of Additional Physical Mailbox charged to Property Owner by USPS	

BUILDING PERMIT FEES	
TOTAL VALUATION	FEE
\$1 to \$1,300	\$86
\$1,301 to \$2,000	\$86 for the first \$1,300; plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$107 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000

\$40,001 to \$100,000	\$525 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,065 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,865 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,365 for the first \$1,000,000; plus \$3.5 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$20,354 for the first \$5,000,000; plus \$2 for each additional \$1,000 or fraction thereof
Residential Plan Review	65% of Building Permit Fee
Commercial Plan Review	65% of Building Permit Fee
Simple/Duplicate Plan Review	25% of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES	
Inspections outside of normal Business hours	\$75 per hour, two-hour minimum
Re-inspection	\$75 per hour
Inspection for which no specific fee is indicated	\$75 per hour, one-hour minimum
Additional plan review required by	\$85 per hour, one-hour minimum

changes, additions, or revisions to plans	
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	See Business License Fees
Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction
*Fines doubled for each subsequent infraction	

IMPACT FEES

(Impact Fee Area Maps may be found on the City's Website)

Sewer Facilities	\$637 Per ERU
Drinking Water Per Meter Size ^{1,2,5}	\$4,207.49 per ERU or Per Table 19 (By Meter Size) From Vineyard City Water Impact Fee Analysis (View Chart Below)
Roadway Facilities Per Trip End Unit based on ITE	- Area A – \$3,586 per Trip End - Area B (RDA) – \$1,286 per Trip End
Storm and Ground Water Per ERU ^{1,4}	- Area A – \$222 per ERU - Area B – \$337 per ERU - Area C – \$237 per ERU
Parks and Recreation Facilities	\$3,422.88 Per Household⁵

1 inch water connection is 1 ERU: 1 ERU = 1 ERC

² Additional fees may apply to units with more than 5-bathroom equivalent drains.

³ Additional fees may apply to certain high water uses (e.g., Car Wash) without water reduction measures in place.

⁴ Additional fee may apply to certain sites if above city's maximum impervious area requirement.

⁵ Household as defined by US Census Bureau

⁶ Drinking water includes all water service connection types including landscaping meters

TABLE 19: MAXIMUM FEE PER ERC BY METER SIZE

Meter Size	ERCs	2025	2026	2027	2028	2029	2030
3/4"	1	\$4,207.49	\$4,360.81	\$4,491.21	\$4,602.71	\$4,707.52	\$4,808.14
1"	1.67	\$7,026.51	\$7,282.55	\$7,500.32	\$7,686.52	\$7,861.56	\$8,029.60
1 1/2"	3.33	\$14,010.94	\$14,521.50	\$14,955.72	\$15,327.01	\$15,676.04	\$16,011.12
2"	5.33	\$22,425.91	\$23,243.12	\$23,938.14	\$24,532.42	\$25,091.07	\$25,627.40
3"	10	\$42,074.88	\$43,608.11	\$44,912.07	\$46,027.06	\$47,075.19	\$48,081.43
4"	16.67	\$70,138.83	\$72,694.72	\$74,868.43	\$76,727.10	\$78,474.34	\$80,151.75
6"	33.33	\$140,235.59	\$145,345.83	\$149,691.94	\$153,408.18	\$156,901.60	\$160,255.41
8"	53.33	\$224,385.36	\$232,562.06	\$239,516.09	\$245,462.29	\$251,051.97	\$256,418.28

PASS THROUGH FEES	
Timpanogos Special Service District	Equal to District's impact fee as dictated current Impact Fee Facilities
Orem Water Reclamation	Equal to Orem City's impact fee as dictated by the current Impact Fee
CUWCD Water Rights Costs Per ERC	Equal to Current Fiscal Year from EXHIBIT A – VINEYARD CITY CWP FY2025 Agreement
All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.	

UTILITY METER & CONNECTION FEES	
¾" Water Meter & Connection Fee	\$580
1" Water Meter & Connection Fee	\$795
1½" Water Meter & Connection Fee	\$1,240
2" Water Meter & Connection Fee	\$1,930
Water Meter Reconnect Fee	\$50
After Hours Fee (between 5pm and 8am)	Reconnect Fee plus \$150
Utility/Hydrant Meter Application Fee	\$ 25
Fire Hydrant Meter Rental Deposit	\$2100
Residential Daily Rental Rate – Fire Hydrant Meter (Residence Must have Certificate of Occupancy)	\$10 daily rental fee - Water will be billed at the residential water usage rate as shown on utility use fees
Water Usage Rate – Fire Hydrant Meter	Monthly rental rate will be at the base rate of a 3" meter with water usage to be billed at commercial

	water usage rates and will be billed monthly
Residential Construction Water	\$100 minimum
Non-Residential Construction Water	\$100 minimum
Unauthorized Connection to System	\$2,000 per occurrence
Unauthorized Opening of Meter Box	\$250 + \$300 for a min. of 2 hours of staff time
Water Main Flushing	Per commercial rate at 3x pipe volume per occurrence & \$150 per hour per utility tech

LIBRARY FEES	
Arts Program	\$50 – Individual
Bingo	\$5 – Individual
Book Club	\$25 – Individual
Yoga Class Series	\$10 – Individual
Library Program Late Fee	\$10 – Individual
Additional Non-Resident Fee	Up to 20% of Registration Fee
Library Program Cancellation Fee	Up to 100% of Registration Fee
Community Garden Plot	\$25 each
Annual Fee for Non-Resident Vineyard Library Card	\$40 per card
Vineyard Library Swag	\$1 per Sticker \$10 per Book Bag \$15 per Shirt \$15 per Mug
Paper Scan Fee	\$0.05 per sheet
Print per Sheet in Black & White	One-sided: \$0.15 Two-sided: \$0.25 Cardstock one-sided: \$0.20 Cardstock two-sided: \$0.40
Print per Sheet in Color	One-sided: \$0.50 Two-sided: \$0.75 Cardstock one-sided: \$0.65 Cardstock two-sided: \$0.90



FY 2026-2027 Projected Budget May 5, 2026

GENERAL FUND SUMMARY 2027

	ACTUAL		ACTUAL		ACTUAL		AMEND #2	AMEND #3		DRAFT
	FY 22-23		FY 23-24		FY 24-25		BUDGET	BUDGET		DRAFT
							FY 25-26	FY 25-26		FY 26-27
REVENUES:										
PROPERTY TAXES	\$	3,261,171	\$	3,683,386	\$	4,972,219	\$	4,950,000	\$	5,104,000
TRANSPORTATION TAXES		296,945		375,439		478,605		430,000		500,000
SALES TAX		3,150,801		3,204,125		3,604,684		3,588,000		3,690,000
RAP TAX		208,953		220,225		264,831		235,000		250,000
FRANCHISE TAX		892,696		824,467		942,630		951,600		950,000
BUSINESS LICENSES & PERMITS		15,460		17,261		19,795		17,500		19,000
BUILDING PERMITS		265,675		781,423		611,971		900,000		950,000
FIRE INSPECTION & PLAN REVIEW FEES		8,420		25,112		36,084		15,000		35,000
CLASS B&C ROAD FUNDS		515,957		541,193		628,053		529,650		592,000
GRANT REVENUE		9,995		10,686		50,164		-		773,750
DEVELOPMENT FEES		219,311		470,627		381,876		370,000		510,000
SANITATION FEES		559,156		583,085		738,023		797,610		790,000
INSPECTION FEES		120,323		206,911		428,651		375,000		340,000
RECREATION FEES		162,334		170,164		211,298		222,000		261,472
FINES & FORFEITURES		-		700		300		1,000		500
CREDIT CARD FEES		7,026		4,976		6,714		6,500		7,000
INTEREST EARNINGS		166,048		251,081		623,319		225,000		815,000
RENTS		20,838		21,558		27,930		20,000		21,200
SPONSORSHIPS		30,550		30,455		63,500		45,000		60,000
MISCELLANEOUS REVENUE		27,689		8,851		57,578		10,000		10,000
DONATIONS		1,000		1,345		6,041		1,449		20,000
USE OF PRIOR YEAR FUND BALANCE		-		-		-		380,258		929,452
TOTAL REVENUE	\$	9,940,351	\$	11,433,070	\$	14,154,267	\$	14,070,567	\$	15,187,128
TRANSFERS IN:										
TRANSFER FROM RDA FUND	\$	330,138	\$	373,974	\$	399,002	\$	528,000	\$	640,016
TRANSFER FROM CAPITAL PROJECTS		-		-		3,000		1,358,330		1,400,000
TOTAL TRANSFERS IN	\$	330,138	\$	373,974	\$	402,002	\$	1,886,330	\$	2,040,016
TOTAL REVENUE & TRANSFERS IN	\$	10,270,489	\$	11,807,044	\$	14,556,269	\$	15,956,897	\$	17,063,125
GENERAL FUND EXPENDITURES:										
MAYOR & COUNCIL	\$	100,366	\$	121,651	\$	211,578	\$	240,975	\$	305,597
CITY MANAGER		137,192		168,776		208,314		218,139		211,611
RECORDER		192,536		191,418		184,372		240,560		223,033
FINANCE		247,385		284,192		315,042		368,511		374,411
COMMUNICATIONS		156,960		280,913		291,128		244,768		164,341
PLANNING		446,975		481,294		586,668		774,658		594,381
BUILDING		386,860		443,187		559,701		701,240		652,426
POLICE		2,328,474		2,815,769		3,252,168		4,103,125		4,907,061
FIRE		1,654,069		1,379,625		2,250,807		2,574,600		3,025,539
LIBRARY		29,979		54,609		74,637		121,518		155,077
PUBLIC WORKS		745,006		687,503		608,588		900,159		881,227
ENGINEERING		152,492		141,201		160,638		210,362		220,350
SANITATION		493,381		530,752		565,388		675,675		741,837
PARKS		618,442		825,148		894,090		1,117,111		956,309
RECREATION		359,798		402,811		477,548		559,475		590,877
SPECIAL EVENTS		152,440		175,417		241,029		275,148		193,580
NON-DEPARTMENTAL		57,076		79,053		71,793		222,180		222,180
TOTAL DEPT ALLOCATIONS	\$	8,384,686	\$	9,063,319	\$	10,953,489	\$	13,548,204	\$	13,889,020
TRANSFERS OUT:										
TRANSFER TO WASTEWATER FUND	\$	-	\$	11,055	\$	-	\$	-	\$	-
TRANSFER TO STORMWATER FUND		-		26,661		570		240,133		293,167
TRANSFER TO TRANSPORTATION FUND		689,594		375,439		772,419		959,650		1,470,999
TRANSFER TO CAPITAL PROJECTS FUND		523,952		1,520,225		1,064,831		235,000		1,073,750
TRANSFER TO INTERNAL SERVICE FUND		433,001		769,904		730,734		973,910		973,910
TOTAL TRANSFERS OUT:	\$	1,646,547	\$	2,703,285	\$	2,568,554	\$	2,408,693	\$	3,174,104
TOTAL EXP. & TRANS.OUT	\$	10,031,233	\$	11,766,604	\$	13,522,043	\$	15,956,897	\$	17,063,124
OPERATING SURPLUS (DEFICIT)	\$	239,256	\$	40,441	\$	1,034,226	\$	0	\$	473,948

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	\$ 5,104,000
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	3,690,000
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	\$ 10,493,999
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	950,000
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	\$ 1,004,000
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	-	-	-	-	\$ 773,750
Total Intergovernmental Revenue	\$ 525,952	\$ 551,879	\$ 678,217	\$ 529,650	\$ 529,650	\$ 529,650	\$ 672,017	\$ 1,365,750
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	\$ 1,400,000
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	\$ 18,705,613
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	\$ 18,231,665
Surplus (Deficit)	\$ 239,256	\$ 40,441	\$ 1,034,226	\$ 0	\$ 0	\$ 0	\$ 0	\$ 473,948

MAYOR & MUNICIPAL COUNCIL

FUND	ORG	ACCT	DESCRIPTION				AMEND #2	AMEND #3	DRAFT
				ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET
				FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 25-26	FY 26-27
Mayor & Council									
10	0101	4001	Full Time Regular	\$ -	\$ 1,338	\$ 73,067	\$ 97,350	\$ 124,421	\$ 125,815
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	5,636
10	0101	4051	Retirement & Taxes	3,473	4,186	22,205	23,528	29,440	30,653
10	0101	4053	Insurance	-	-	-	9,600	24,031	27,786
10	0101	4105	Membership Dues & Subscriptions	\$ -	\$ -	\$ -	\$ 600	\$ 600	\$ 600
10	0101	4108	Meetings	625	4,309	3,400	9,300	9,300	9,300
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	5,625
Total Mayor & Council				\$ 100,366	\$ 121,651	\$ 211,578	\$ 240,975	\$ 289,444	\$ 305,597

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	-
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	\$ 211,611

RECORDER

							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
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

FINANCE							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
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

COMMUNICATIONS							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
Communications									
10	0601	4001	Full Time Regular	\$ 123,300	\$ 127,700	\$ 98,127	\$ 91,840	\$ 91,840	\$ 41,081
10	0601	4002	Part Time Regular	2,066	1,856	20,346	49,486	49,486	38,422
10	0601	4005	Overtime	180	12	182	-	-	-
10	0601	4006	Other Compensation	1,260	690	550	-	600	600
10	0601	4008	Compensation Adjustments	-	-	-	4,663	4,663	2,158
10	0601	4051	Retirement & Taxes	25,500	24,330	22,636	24,487	24,487	12,411
10	0601	4053	Insurance	510	5,824	12,565	18,743	18,743	6,720
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	\$ 164,341

PLANNING

PLANNING							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
Planning									
10	0701	4001	Full Time Regular	\$ 234,314	\$ 272,166	\$ 338,217	\$ 361,501	\$ 396,111	\$ 272,223
10	0701	4002	Part Time Regular	40,712	62,229	75,663	\$ 71,392	\$ 71,392	\$ 88,087
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	\$ 10,138
10	0701	4051	Retirement & Taxes	56,204	74,272	89,743	\$ 92,365	\$ 92,365	\$ 71,249
10	0701	4053	Insurance	36,483	44,579	51,079	\$ 73,174	\$ 78,951	\$ 69,005
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	\$ 594,381

BUILDING

BUILDING							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
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

POLICE							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
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	4,844,167
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	\$ 4,907,061

FIRE SERVICES

							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
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

							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
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

PUBLIC WORKS							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
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

ENGINEERING							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
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

							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
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

							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
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

RECREATION							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
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

SPECIAL EVENTS							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
Special Events									
10	1701	4001	Full Time Regular	\$ 62,451	\$ 72,256	\$ 83,884	\$ 67,700	\$ 67,700	\$ -
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	-
10	1701	4051	Retirement & Taxes	13,054	15,591	16,951	17,563	17,563	-
10	1701	4053	Insurance	262	322	378	9,600	9,600	-
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	\$ 193,580

NON-DEPARTMENTAL

							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
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	293,167
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	973,910
Total Non-Departmental				\$ 1,703,625	\$ 2,782,337	\$ 2,640,348	\$ 2,630,873	\$ 3,396,284	\$ 4,034,007

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 22-23	FY 23-24	FY 24-25	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	1,821,750
Total Roadway Facilities				\$ 85,312	\$ 69,470	\$ 96,949	\$ 1,846,750	\$ 1,846,750	\$ 1,846,750
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	131,250
Total Storm & Groundwater Facilities				\$ 10,784	\$ 74,037	\$ 9,436	\$ 171,250	\$ 171,250	\$ 171,250
Public Safety Facilities				\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
Roadway Facilities				85,312	69,470	96,949	1,846,750	1,846,750	1,846,750
Park Facilities				-	-	-	425,000	125,000	175,000
Storm & Groundwater Facilities				10,784	74,037	9,436	171,250	171,250	171,250
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	17,673,656
Total Revenue				\$ 10,059,362	\$ 11,829,870	\$ 11,838,825	\$ 34,737,051	\$ 34,824,558	\$ 34,438,656
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	23,587,441
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	\$ 34,438,656
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 FY 25-26	BUDGET FY 25-26	BUDGET 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	13,930,018
Total Revenue				\$ 523,953	\$ 1,520,225	\$ 11,107,511	\$ 14,405,830	\$ 14,405,830	\$ 15,003,768
Capital Projects									
49	4901	4651	Capital Expense	281,063	637,358	938,730	13,047,500	13,080,340	13,603,768
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	\$ 15,003,768
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	1,642,721
Total Revenue				\$ 3,358,429	\$ 3,840,648	\$ 3,319,929	\$ 5,742,665	\$ 5,748,089	\$ 5,752,785	\$ 5,570,437	\$ 4,728,721
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	1,651,250
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	\$ 4,728,721
Surplus (Deficit)				\$ 1,481,087	\$ 1,698,488	\$ (405,989)	\$ (0)	\$ (0)	\$ 0	\$ 0	\$ -

STORMWATER

FUND 53							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
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	293,167
			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	\$ 704,854
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	\$ 35,000.00	\$ 35,000.00	\$ 34,135
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	\$ 704,854
Stormwater Admin & Permitting				\$ 303,035	\$ 514,402	\$ 759,838	\$ 626,138	\$ 626,820	\$ 704,854
Stormwater Maintenance				-	-	-	-	-	-
Total Stormwater				\$ 303,035	\$ 514,402	\$ 759,838	\$ 626,138	\$ 626,820	\$ 704,854
Surplus (Deficit)				\$ 2,242,999	\$ 1,855,972	\$ 260,886	\$ (0)	\$ 0	\$ (0)

WATER

FUND 51

				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
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	3,005,333
Total Revenue				\$ 5,542,342	\$ 7,141,896	\$ 4,426,849	\$ 7,332,099	\$ 7,344,781	\$ 7,610,234
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	3,266,750
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	\$ 7,610,234
Surplus (Deficit)				\$ 2,997,050	\$ 3,917,754	\$ 793,073	\$ 0	\$ (0)	\$ -

TRANSPORTATION

FUND 54				ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 25-26	FY 25-26	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	\$ 66,000
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	647,500
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

							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									
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	973,910
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	293,167
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	\$ 1,942,077
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	183,006
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	\$ 183,006
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

				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
Information Systems									
61	6104	4151	Equipment	\$ 3,210	\$ 8,165	\$ 4,017	\$ 10,050	\$ 10,050	\$ 16,250
61	6104	4301	Contract Services	64,525	73,501	68,582	81,900	81,900	86,900
61	6104	4303	Software Maintenance	67,961	119,238	111,121	246,122	246,122	246,122
61	6104	4551	Computer Replacement	27,981	33,816	22,049	26,000	26,000	21,000
Total Information Systems				\$ 163,677	\$ 234,720	\$ 205,770	\$ 364,072	\$ 364,072	\$ 370,272
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	4355	Miscellaneous	-	35,072	104,941	45,152	45,152	45,864
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	\$ 208,486
Internal Service Administration				\$ 303,088	\$ 383,053	\$ 503,123	\$ 240,328	\$ 240,328	\$ 183,006
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				163,677	234,720	205,770	364,072	364,072	370,272
Human Resources				-	246,368	347,381	330,748	332,108	208,486
Total Internal Service				\$ 798,723	\$ 1,283,476	\$ 1,679,871	\$ 1,905,303	\$ 1,906,663	\$ 1,713,285
Surplus (Deficit)				\$ 236,447	\$ 297,047	\$ (61,018)	\$ 0	\$ 0	\$ 228,792



**MINUTES OF A REGULAR
CITY COUNCIL MEETING
April 28, 2026, at 4:01 PM**

Present

Absent

Mayor Zack Stratton
Councilmember Parker McCumber
Councilmember Jacob Wood
Councilmember Jacob Holdaway
Councilmember David Lauret
Councilmember Ezra Nair

Staff Present: Chief Deputy Holden Rockwell with the Utah County Sheriff's Office, Administrative Director David Kyle Herring, Finance Director Evan Smith, Building Director Cris Thomas, Parks and Recreation Director Brian Vawdrey, Wastewater Crew Lead Chris Jackson, Streets and Stormwater Manager Chris Thomas, Streets and Stormwater Crew Lead Clint Roundy, Environmental Utilities Operators Tyson Gerbach and Tony Tienda, Public Works Director Naseem Ghandour, Senior Planner Cache Hancey, City Recorder Robin Bond, and Deputy City Recorder Tony Lara

Others Speaking: Vineyard Residents David Pearce, Zack Hall and Daria Evans. Utah County resident Issac Paxman

1. CALL TO ORDER

 Mayor Stratton called the meeting to order at 4:01pm. Vineyard Resident David Pearce offered a prayer and led the pledge of allegiance.

2. CLOSED SESSION

 **Motion:** COUNCILMEMBER LAURET MOVED TO ENTER A CLOSED SESSION IN THE CITY COUNCIL CHAMBERS AT 4:03PM FOR THE PURPOSE OF DISCUSSING THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL. COUNCILMEMBER WOOD SECONDED. THE ROLL CALL WAS AS FOLLOWS: COUNCILMEMBERS NAIR, LAURET, WOOD AND HOLDAWAY VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY WITH COUNCILMEMBER MCCUMBER EXCUSED.

3. INVOCATION OR INSPIRATIONAL THOUGHT AND PLEDGE (BY INVITATION)

 The meeting resumed at 6:08pm.

 Mayor Stratton read a concurrent resolution from the state legislature concerning the exercise of religious freedom in public spaces.

 Vineyard resident Zack Hall, led the pledge of allegiance.

 Councilmember Holdaway's comments on Mayor Stratton's service to the city taking on the roll of city manager and thanked him for his service.

4. PUBLIC HEARING FOR CHANGES TO THE CONSOLIDATED FEE SCHEDULE

4.1. Consolidated Fee Schedule

 **Motion:** COUNCILMEMBER LAURET MOVED TO ENTER INTO A PUBLIC HEARING AT 6:41PM. COUNCILMEMBER MCCUMBER SECONDED. COUNCILMEMBERS NAIR, WOOD, LAURET, HOLDAWAY AND MCCUMBER VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.

 Mayor Stratton reviewed the proposed changes to the consolidated fee schedule.

 Parks and Recreation Director Brian Vawdrey offered clarity on an upcoming fishing program for Penny Springs Park.

 **Motion:** COUNCILMEMBER LAURET MOVED TO LEAVE THE PUBLIC HEARING AT 6:44PM. COUNCILMEMBER HOLDAWAY SECONDED. COUNCILMEMBERS NAIR, WOOD, LAURET, HOLDAWAY AND MCCUMBER VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.

5. WORK SESSION

5.1. Budget Update

 Finance Director Evan Smith provided an update on the creation of the tentative fiscal year 2026-2027 budget.

 Councilmember McCumber asked if there was anything the council could do to support his department further. Members of council thanked Mr. Smith and staff for their work on the budget so far.

 Mayor Stratton and Council discussed the next steps in the process and how the council would like to process the information they would be receiving later in the week, before presenting anything publicly.

5.2. Purchase Policy Draft Review

 Administrative Director David Kyle Herring introduced the policy and the council discussed

88
89 **6. PUBLIC COMMENTS (3 MINUTES)**
90

91  Zack Hall, living in The Garden Neighborhood, commented on safety concerns he had with
92 several stop signs in his neighborhood. He presented photos of the area and suggested that the
93 city should clean the area around the stop signs to improve visibility to drivers in the area.
94

95  Daria Evans, living in The Villas neighborhood, wanted to thank fellow residents David and
96 Jane Pearce for their volunteer work in the city, most recently with the Earth Day tree planning
97 event. She also commented on changes she would like to see made and concerns she had with
98 the proposed purchasing policy. She also commented on several items of recently passed
99 legislation.
100

101 Councilmember McCumber arrived at 6:23pm
102

103  Issac Paxman, introduced himself, as a candidate for Utah County Commissioner, to the
104 council and the city and shared a campaign message with the city.
105

106  David Pearce, living in the Cascade neighborhood, provided a review of the mental health
107 event that had been held the night prior. He also reported on the success of the drug take back
108 event.
109

110 **7. RECOGNITION / AWARDS**

111 **7.1. Stephanie Mecham**

112 **7.2. Cache Hancey**

113 **7.3. Chris Jackson**

114 **7.4. Chris Thomas, Clint Roundy, and Tyson Gerbach**
115

116  Mayor Stratton recognized several current and past staff for their service to the city.
117

118 **8. CONSENT ITEMS**

119 **8.1. Approval of the March 10th, 2026, City Council Meeting Minutes**

120 **8.2. Approval of the March 17th, 2026, City Council Meeting Minutes**

121 **8.3. Approval of the March 24th, 2026 City Council Meeting Minutes**

122 **8.4. Approval of the April 14, 2026 City Council Meeting Minutes**

123 **8.5. Update to Concessions Code**
124
125

126  **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO APPROVE THE CONSENT
127 ITEMS AS PRESENTED. COUNCILMEMBER MCCUMBER SECONDED.
128 COUNCILMEMBERS NAIR, WOOD, LAURET, HOLDAWAY AND MCCUMBER VOTED
129 IN FAVOR. THE MOTION PASSED UNANIMOUSLY.
130
131

132 **9. BUSINESS ITEMS**

133 **9.1. Approve the Updated Consolidated Fee Schedule**

134
135  The Council Discussed several of the proposed changes to the consolidated fee schedule,
136 specifically portions of the proposed changes that would remove deposits from reservations and
137 costs attributed to staff time.

138
139  **Motion:** COUNCILMEMBER LAURET MOVED TO ADOPT THE AMENDMENTS TO
140 THE CONSOLIDATED FEE SCHEDULE AS PRESENTED. COUNCILMEMBER
141 MCCUMBER SECONDED. THE ROLL CALL WAS AS FOLLOWS: COUNCILMEMBERS
142 NAIR, MCCUMBER, HOLDAWAY, WOOD AND LAURET VOTED IN FAVOR. THE
143 MOTION PASSED UNANIMOUSLY.
144

145
146 **10. ADJOURNMENT**

147
148 The meeting was adjourned at 7:05pm
149
150

151
152 **MINUTES APPROVED ON:** _____

153
154
155 **CERTIFIED CORRECT BY:**  _____
156 **TONY LARA, DEPUTY CITY RECORDER**
157
158





**NOTICE OF A
CITY COUNCIL WORK MEETING
May 5, 2026, at 12:00 PM**

Present

Council Member Jacob Holdaway (remotely)
Council Member David Lauret
Council Member Ezra Nair (remotely)
Council Member Jacob Wood

Absent

Mayor Zack Stratton
Council Member Parker McCumber

Staff Present: Administrative Director David Herring; Chief Deputy Holden Rockwell of the Utah County Sheriff's Office; City Recorder Robin Bond; Deputy City Recorder Tony Lara; Digital Media Specialist Dareli Villegas; Environmental Utilities Devan Peterson; Maintenance Manager George Schramm; and Public Works Director/City Engineer Naseem Ghandour.

Also Attending: Braden Anderson, Justin Beddoes (Horrocks), Matthew Carter (UTA), Steve Jones (Hansen, Allen & Luce) Jane Pearce (Cascade), David Pearce (Cascade), and others who did not sign in or whose writing was illegible.

Attending Remotely: UTA and FrontRunner Representatives

AGENDA

Presiding Mayor Zack Stratton

1. CALL TO ORDER

Mayor Pro Tem David Lauret called the meeting to order at 12:06 pm.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Wood gave the prayer and led the Pledge of Allegiance.

3. 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.*

None.

4. CONSENT ITEMS

4.1. Approval of the March 26, 2026, City Council Meeting Minutes

4.2. Approval of the March 31, 2026, City Council Meeting Minutes

4.3. Approval of the April 21, 2026 Meeting Minutes

Motion: Council Member Wood motioned to approve the Consent items 4.1, 4.2, and 4.3. Council Member Nair seconded the motion. Yes: Council Members Holdaway, Lauret,

Nair, and Wood. No: none. Absent: Council Member McCumber. Motion Passed 4-0.

5. BUSINESS

5.1. Proclamation 2026-02 Recognizing the 57th Annual Professional Municipal Clerks Week, May 3–9, 2026

Mayor Pro Tem Lauret proclaimed May 3-9 Professional Municipal Clerks Week and thanked the municipal clerks.

6. WORK SESSION



6.1 UTA FrontRunner 2X Update by Braden Anderson and Justin Beddoes

The Commission received an update on the UTA FrontRunner 2X project from Braden Anderson and Justin Beddoes, accompanied by a PowerPoint presentation. Matthew Carter of the Utah Transit Authority (UTA) also provided comments.

Mr. Carter discussed plans to extend the double-track system, which would allow FrontRunner trains to operate at 15-minute intervals. Justin Beddoes of Horrocks, serving as segment lead for the Orem area, explained that approximately 17 feet of additional right-of-way would be required to complete the track expansion. He noted that a signal house would be constructed on the northwest side of the corridor within UTA's existing right-of-way. Coordination with nearby developers would be necessary, and some trails would be temporarily closed during construction. Utilities are expected to be only minimally impacted.

Council Member Holdaway asked about noise barriers. Mayor Pro Tem Lauret inquired about how planned roads and trails would integrate with the FrontRunner improvements. Mr. Beddoes responded that utility impacts would be limited and that coordination was ongoing. Mr. Anderson added that noise and vibration studies would be conducted and that impacts would be accommodated and mitigated as part of the project.

Council Member Nair asked about general noise impacts and potential mitigation measures the City could support, such as tree planting. Council Member Holdaway also asked about adding trees to provide shade and improve comfort along the trail, citing resident concerns about heat. Mr. Carter commented on beautification efforts along the trail corridor, and City Engineer Naseem Ghandour noted that the City already has plans in coordination with UTA to beautify the trail area.

Public Comment:

- David Pearce of Cascade expressed concerns about roadway enhancements on Center Street and other streets affected by the project and asked whether roads would be widened. Mr. Carter responded that there are no plans to widen roads and stated that the project anticipates federal grant funding and already has State funding secured.
- A member of the public, who did not identify herself, asked about potential tax impacts. Mr. Carter responded that there would be no tax impact associated with the project.

81
82 **6.2. Water Use Updates**

83 Devan Peterson and Steve Jones (Hansen, Allen, & Luce Engineers) will present on Vineyard
84 City's current water use and interlocal agreements.

85 Environmental Utilities Manager Devin Peterson, with Steve Jones of Hansen, Allen & Luce,
86 provided a brief update on water and sewer operations.

87 The annual Water Quality Report has been submitted to the State Division of Drinking Water
88 and will be published on the City website, included with utility bills, and available at City
89 offices. All water quality testing remains in compliance with State and federal standards. One
90 minor reporting violation occurred due to a late fourth-quarter sample submission; however,
91 results were well below allowable limits.

92 Mr. Peterson reported that the new water tank and booster station were completed in November,
93 dedicated to Don Oberson, and fully operational as of March, following SCADA (Supervisory
94 Control and Data Acquisition) and valve adjustments. The facility meets Central Utah capacity
95 requirements, reduces peak water charges, and satisfies State fire flow and storage requirements.

96 Water usage has continued to rise due to population growth, drought conditions, and a dry
97 winter. Planned responses include a potential Central Utah water allocation purchase,
98 development of a water conservation plan, and future work on a secondary water master plan.

99 The City will continue promoting conservation efforts, including participation in Central Utah's
100 "Slow the Flow" rebate programs, Flip the Strip, and waterwise programs. Dareli Villegas
101 Digital Media Specialist, stated the information would be shared through the City website, social
102 media, and newsletter.

103  Steve Jones of Hansen, Allen & Luce provided a brief overview of Vineyard City's current
104 and future water supply needs. Current annual water use is approximately 2,400 acre-feet, with
105 3,500 acre-feet under the existing Central Utah contract. Based on projected growth, the City
106 will need significantly more water within 10 years.

107 Mr. Jones outlined a proposed Central Utah "takedown schedule" adding 2,000 acre-feet, which
108 would support growth for several years. He noted the higher cost of this water and recommended
109 passing costs to new development through impact fees to avoid burdening existing residents.

110 Council Member Holdaway left the meeting at 12:50 pm. Council Member Nair also needed to
111 leave and asked if the remaining items on the agenda could be moved to the next meeting.

112
113 **Motion: Council Member Wood motioned to move items 6.3, 6.4, and 6.5 to the next**
114 **agenda. Council Member Nair seconded the motion. Yes: Council Member Lauret, Nair,**
115 **and Wood. No: None. Absent: Council Members Holdaway and McCumber. Motion**
116 **Passed 3-0.**

117 The discussion was paused and would continue at a future meeting due to quorum
118 considerations.

119
120 **6.3. Tree Inventory & Planting Updates**

121 George Schramm will provide an update on Vineyard City's tree canopy and planting
122 for 2026.

123 Moved to the next meeting.
124

125 **6.4. Vineyard City's Floodplain Regulation Update (National Flood Insurance**
126 **Program Compliance)**

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

131 Moved to the next meeting.
132

133 **6.5. Discuss Resolution 2026-29 City Manager Responsibilities and Duties**

134 Moved to the next meeting.
135

136 **7. ADJOURNMENT**

137 **Motion: Council Member Wood motioned to adjourn the meeting. Council Member Lauret**
138 **seconded the motion. The meeting adjourned at 1:07 pm.**
139
140
141

142
143 **MINUTES APPROVED ON:** _____.
144

145
146
147
148 **CERTIFIED CORRECT BY:** _____
149 **ROBIN BOND, CITY RECORDER**
150



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 12, 2026

Agenda Item: Approval of Central Utah Water Conservancy District (CUWCD) CWP Water Supply Agreement and Takedown Schedule

Department: Public Works

Presenter: Devan Peterson

Background/Discussion:

CUWCD administers the Central Utah Water Project water supply system and allocates water supplies to participating municipalities throughout the region. Vineyard City currently utilizes a combination of local water rights, wholesale water agreements, and regional infrastructure partnerships to meet existing and projected water demands.

Under the proposed agreement:

- Vineyard City receives an allocation of 2,000 AF of additional CWP municipal and industrial water supply.
- Water deliveries remain at current levels through FY 2025-26.
- Beginning in FY 2026-27, Vineyard City will begin annual phased takedowns of 150 AF per year through FY 2038-39, with a final 50 AF increment in FY 2039-40.
- Total deliverable water under this agreement reaches 2,000 AF annually by FY 2039-40.

The agreement also formalizes delivery infrastructure, operational storage provisions, conservation requirements, reporting obligations, and future delivery capacity coordination between Vineyard City and CUWCD.

Key Agreement Components

- Water Supply
- 2,000 AF of additional CWP water supply allocation.
- Long-term perpetual agreement structure, subject to compliance with agreement terms.
- Delivery Infrastructure

Water will be delivered through:

- 1600 North Turnout Vault
- Vineyard Flow Control Structure near Geneva Road

Storage Capacity

The agreement acknowledges Vineyard City's existing 6 million-gallon storage reservoir and provides an additional 2 million gallons of permanent storage within CUWCD's North Shore Terminal Reservoir system.

Conservation & Planning Requirements

The agreement requires the City to:

- Maintain a water conservation plan.
- Maintain landscaping ordinances promoting water conservation.
- Maintain water and sewer master planning documents.
- Provide annual reporting on water depletion and wastewater return flows.

Estimated future fee schedules are included in Exhibit A of the agreement and will be adjusted annually by CUWCD based on system costs and operational needs. The phased takedown schedule allows Vineyard City to align water purchase obligations with actual growth and demand over time.

The proposed agreement secures an additional long-term municipal and industrial (M&I) water supply allocation for Vineyard City through the Central Utah Water Conservancy District Contract Water Project (CWP). The agreement provides Vineyard City with an additional 2,000 acre-feet (AF) of CWP water supply, phased in over time through a structured takedown schedule beginning in Fiscal Year 2026-27.

This agreement is part of Vineyard City's long-term strategy to ensure adequate culinary water supply capacity for future residential, commercial, and industrial growth while maintaining compliance with regional water planning requirements.

Fiscal Impact:

One-time development charges are assessed as water becomes deliverable.

Annual operation, maintenance, repair, and replacement (OM&R) fees are established annually by CUWCD.

Recommendation:

Staff recommends approval of the CUWCD CWP Water Supply Agreement and associated takedown schedule as presented.

Sample Motion:

"I move to adopt Resolution 2026-##, authorizing the Mayor to sign the CUWCD CWP Water Supply Agreement – Vineyard City.

Attachments:

1. CWP Water Supply Agreement FY 2026A Vineyard
2. Resolution Adopting the CUWCD CWP Wter Supply Agreement - Vineyard (1) Fin

WATER SUPPLY AGREEMENT

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

THIS WATER SUPPLY AGREEMENT (“Agreement”) is made as of this 30th of June, 2026 (the “Effective Date”), by and between the CENTRAL UTAH WATER CONSERVANCY DISTRICT, a water conservancy district organized under the laws of the State of Utah (“District”), and VINEYARD CITY, a Utah municipal corporation (“City”). The District and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

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

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

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

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

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

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

G. The District, pursuant to the terms of a certain purchase agreement by and between the District and Geneva Steel, LLC, dated 26 January 2005 (the “Geneva Water Rights Agreement 2005”), agreed to reserve 8,000 AF of water per year for a 15-year period and that 15-year period expired in

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

H. Anderson Geneva and the District entered into an amended purchase and sale agreement for well sites and easements dated November 19, 2008 (the “Amended Geneva Purchase Agreement 2008”), pursuant to which the District agreed to provide 4,000,000 gallons of temporary water storage for a period from the date the District was first able to deliver treated water to the Geneva Lands. In addition, the District agreed to furnish 2,000,000 gallons of permanent storage. However, the Amended Geneva Purchase Agreement 2008 did not amend the District’s obligation regarding the reservation of 8,000 AF nor include any purchase of CWP water supply.

I. In a memorandum of understanding dated August 14, 2013 (the “MOU 2013”), the City, Orem, Orem MWD, the District, and Anderson Geneva agreed to modify certain terms of the Geneva Water Rights Agreement 2005 and permit the City to utilize 2,000,000 gallons of the 4,000,000 gallons of temporary storage reserved for the Geneva Lands situated within those portions of the City south of 400 North street (“Orem Service Area”).

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

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

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

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

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

TERMS

1. Supply of CWP Water

(a) Supplied Water. The District hereby agrees, during the term of this Agreement as set forth in Section 12 herein, to supply and the City hereby agrees to be supplied with in a given District fiscal year (July 1-June 30) annually, or in any event pay for, as described herein, Two Thousand 2,000) AF of M&I water developed from the CWP (“Supplied Water”), consisting of Two Thousand (2,000) AF of Deliverable Water, as defined in Section 1(b) below, delivered using CWP or District operated infrastructure.

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

(c) Substantially Similarly Situated Customers Offer. The District and the City agree and understand that the supply of the Supplied Water under this Agreement is under terms and conditions that are substantially the same for similarly situated customers entering into CWP water supply agreements during the period July 1, 2025 through June 30, 2026 (said grouping of water supply agreements being referred to for purpose of identification as “CWP FY 2026 Water Supply Agreements”). It is acknowledged that all CWP FY2026 Water Supply Agreements shall contain and be consistent with the requirements of the 2023 Amended CWP Water Supply Policy pursuant to which all of the remaining CWP water supply shall be allocated.

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

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

2. **Price of Supplied Water**

(a) General.

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

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

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

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

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

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

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

(1) One-time Development Charge.

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

share of the CWP Development Cost.

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

(2) Annual Fee.

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

(B) In payment of the Annual Fee, the City will only pay that amount attributed to a proportionate share of costs incurred for OM&R, to fund the OM&R Reserve and other

related costs pertaining to CWP infrastructure, apportioned to the City based upon the annual cumulative volume of Deliverable Water, in acre-feet.

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

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

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

(D) The initial amount of the Annual Fee, including the estimated amounts of the OM&R Component and the Capital Recovery Component, to be levied in connection with the

Supplied Water reserved for City hereunder, is set forth in Exhibit A, with the understanding that amounts set forth therein for both the OM&R Component and the Capital Recovery Component are estimates and subject to change annually as set by the Board. Payment shall be made in conformance with the following:

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

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

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

(E) Notwithstanding the provisions of Section 2(b)(2)(D) above, the City, at its option, may give written notice to the District that it desires to capitalize one or both of the components of the Annual Fee. The District is willing to accept an up-front capitalized payment of the Capital Recovery Component and/or the OM&R Component, for a period of years agreeable to the District and City (the "Capitalization Period"), under terms and conditions established by the District in

its sole discretion, subject to the following:

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

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

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

3. **Quality of Water Delivered.**

CWP culinary water shall be delivered to the City in conformance with standards for public

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

4. Reservation of Water; Replacement Customer.

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

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

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

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

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

(d) No Transfer Outside Municipal Boundaries. The City acknowledges and agrees that it shall not enter into any contract or agreement with any person or entity outside the City's municipal boundaries pursuant to which any portion of the Supplied Water (or any right to receive, take, use, deliver, trade, transfer, assign, lease, exchange, or otherwise dispose of the Supplied Water) would be delivered, made available, or used outside the City's municipal boundaries, unless the District has provided its prior written consent.

5. Storage for the North City Service Area.

District has constructed 25 million gallons (MG) of finished water storage in the CWP North Shore Terminal Reservoir (the "NSTR") in the City of Saratoga. District and City agree that District shall provide 2 MG of permanent storage in the NSTR to satisfy the requirements for storage associated with CWP turnouts to the City for that portion of the City service area lying north of 400 North Street and serviced by the CWP turnouts, ("North City Service Area"). The Parties contend that this satisfies the

requirements for permanent storage of Section 3.2(b) of the Amended Geneva Purchase Agreement 2008 and the 2013 MOU, since the obligation for the provision of the permanent 2 MG of storage was transferred from Anderson Geneva to the City.

6. Point of Delivery

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

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

7. Flow of Water to be Delivered; Surcharges

(a) Contract Capacity. It is understood by the City that the delivery of Deliverable Water by the District to the City is limited to the Contract Capacity set forth in the Delivery Schedule. The District further reserves the right, in its sole discretion, to cease and/or suspend delivery of Deliverable

Water to the City for the remainder of the applicable fiscal year once the District has delivered the full contract amount of Deliverable Water for such fiscal year (as set forth in the Take-down Schedule, as the same may be revised pursuant to this Agreement).

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

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

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

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

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

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

(2) Hourly Peak Demand Surcharge. A Contract Capacity Hourly Peak Demand Surcharge (“Hourly Peak Demand Surcharge”) will be assessed to the City as provided in this Section. It is understood that delivery of Deliverable Water by the District to the City is limited by CWP System storage and is limited by the fluctuations

of an hourly peak flow demand factor (“Hourly Peak Flow Demand Factor”) of 2.0. The actual Hourly Peak Flow Demand Factor is calculated by dividing the maximum hourly flow rate (volume in gallons delivered each hour) measured over a 24 hour period from 12:00 am (midnight) to 11:59 pm by the Daily Average Hourly Flow Rate. The Daily Average Hourly Flow Rate is the total volume of Deliverable Water under this Agreement actually delivered over a 24 hour period from 12:00 am (midnight) to 11:59 pm divided by 24 hours. If the actual Hourly Peak Flow Demand Factor in any 24-hour period (12:00 am (midnight) to 11:59 pm) is greater than the allowed Hourly Peak Flow Demand Factor of 2.0, and the City has not received prior written approval of the District to exceed the Hourly Peak Flow Demand Factor, then the Hourly Peak Demand Surcharge will be added to the applicable Annual Fee for the Deliverable Water delivered in that day. The amount of the Hourly Peak Demand Surcharge is calculated as follows: Fifty percent (50%) of the total Annual Fee per AF multiplied by the difference between the actual Hourly Peak Flow Demand Factor for the day and the allowed Hourly Peak Flow Demand Factor of 2.0 for each day that the actual Hourly Peak Flow Demand Factor exceeds 2.0. For example, if the actual Hourly Peak Flow Demand Factor is 2.5 and the Annual Fee is \$328, the Hourly Peak Demand Surcharge will be \$82.00 per AF ($0.50 \times \$328.00 \times [2.5 - 2.0]$). If there were 15 AF delivered on that day, then the total Hourly Peak Demand Surcharge amount is \$1,230.00 ($15 \times \82.00) and is added to the annual Fees for that month.

8. **Quantity of Water Delivered**

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

(1) in times of CWP water shortage due to lack of runoff or other conditions which may be beyond the control of the District, the District may make a ratable allocation of CWP water among the various CWP customers, which allocation shall be based on the then-current amount of Deliverable Water in proportion to the District's CWP water purchase commitments under all of its CWP water supply agreements, and the amount of Deliverable Water for that fiscal year shall be reduced pro-rata; and

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

(b) No liability shall accrue against the District or any of its trustees, officers, agents, or employees, for any damages, direct or indirect, sustained by the City and/or its customers in the event of shortages of CWP System Capacity, or the District's inability to deliver the Supplied Water to the City not resulting from the District's own willful misconduct or gross negligence, or due to shortages

caused by drought, hostile diversion, prior or superior claims, or other similar causes not within the control of the District.

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

(1) Calculation of the amount of Deferred Water shall not include any water besides Deliverable Water as of the end of the previous contract year;

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

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

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

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

(d) The City is required to annually, before June 1, to provide the District a proposed delivery schedule for the upcoming fiscal year for this and all other Supplied Water delivered by the CWP system which demonstrates how the City will time their yearly contract allotment without exceeding their Contract Capacity for that fiscal year.

9. Use and Delivery of Supplied Water by the City

(a) The City shall use the Supplied Water made available to it under this Agreement only for

M&I purposes within the municipal boundaries of the City's service area within Utah County, Utah.

No other use of Supplied Water, including use outside of the City's municipal boundaries, shall be made without the prior written consent of the District.

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

(1) the City shall implement and maintain a General Plan which includes or refers to a water use element within the General Plan, including a water use and preservation element; and shall maintain such element in the General Plan; and

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

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

written consent of the District.

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

(e) The City shall build its own infrastructure as required by it to take delivery of the Supplied Water from the District the specified point or points of delivery and utilize and distribute the same to its customers. All cost for OM&R of the City’s facilities shall be paid by the City and not the District.

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

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

District.

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

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

9. Water Conservation

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

Division of Water Resources.

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

10. Covenant Regarding Fees and Charges

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

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

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

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

(1) The City shall have up to one (1) year after the date of written notice of default to seek judicial resolution of the dispute following mediation. This Agreement may not be terminated by the District during the pendency of any judicial action, including any subsequent appeal. In the event it is finally determined by a court of competent jurisdiction, including upon final appeal, that the City is in default, the City shall have sixty (60) days after the applicable court order becomes effective to cure any default plus pay any accrued interest under this Agreement.

(2) Should the City fail to bring legal action within said one year period or cure the default after the expiration of the 60-day cure period as provided in Section 11(b)(1), and the dispute otherwise remains unresolved, the District may thereupon proceed to terminate the Agreement, effective upon written notice to the City.

(3) Upon termination of the Agreement, the Supplied Water will revert to the District

for reallocation to other customers as determined by the District.

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

12. Term of Agreement

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

13. Assignment Limited

Neither Party may assign this Agreement or any of its rights under it without the prior written consent of the other Party; provided, however, that the District may pledge and assign any monies received pursuant to this Agreement to the payment of the District's bonds or other obligations.

14. Incorporation of Recitals and Exhibits

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

15. Binding Effect

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

16. Severability

If any term or provision of this Agreement shall, to any extent, be determined by a court of

competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

17. Construction

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

18. Further Action

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

19. Business Relationship

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

20. **Entire Agreement**

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

21. **Warranty of Authority**

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

22. **Notices**

Notices given by or to the Parties shall be in writing and may be served personally or served by depositing them in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed to the Parties at the addresses set forth below, or at such other addresses as the Parties may designate in writing:

DISTRICT:

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

CITY:

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

23. Rules and Regulations Governing Service

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

24. Subject to the Act

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

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

**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

VINEYARD CITY

By: _____
Its: Chair

By: _____
Its:

Attest: _____
Secretary

Attest: _____
Its:

EXHIBIT A

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

30-Jun-26

EXHIBIT A - VINEYARD CITY CWP FY2026A Agreement

(A)

(B)

(C)

(D)

(E)

Fiscal Year (ie FY2008-09 = July 1, 2008 - June 30, 2009)	One Time Development Take Down Fee (\$/AF)	Annual Volume of Purchased Water For Which One Time Development Fee is Due** (AF)	Annual Volume of Purchased Water that is Deliverable Water (AF)	Annual Fee <i>Actual</i> and Estimated Future As set annually by CUWCD* (\$/AF)
2020-21	<i>\$10,600</i>	<i>0</i>	<i>0</i>	<i>\$509</i>
2021-22	<i>\$10,870</i>	<i>0</i>	<i>0</i>	<i>\$532</i>
2022-23	<i>\$11,140</i>	<i>0</i>	<i>0</i>	<i>\$556</i>
2023-24	<i>\$11,420</i>	<i>0</i>	<i>0</i>	<i>\$581</i>
2024-25	<i>\$11,700</i>	<i>0</i>	<i>0</i>	<i>\$604</i>
<i>2025-26</i>	<i>\$11,990</i>	<i>0</i>	<i>0</i>	<i>\$634</i>
2026-27	\$12,290	<i>150</i>	<i>150</i>	\$663
2027-28	\$12,600	<i>150</i>	<i>300</i>	\$693
2028-29	\$12,920	<i>150</i>	<i>450</i>	\$724
2029-30	\$13,240	<i>150</i>	<i>600</i>	\$756
2030-31	\$13,640	<i>150</i>	<i>750</i>	\$790
2031-32	\$14,040	<i>150</i>	<i>900</i>	\$826
2032-33	\$14,540	<i>150</i>	<i>1,050</i>	\$863
2033-34	\$15,040	<i>150</i>	<i>1,200</i>	\$902
2034-35	\$15,570	<i>150</i>	<i>1,350</i>	\$943
2035-36	\$16,120	<i>150</i>	<i>1,500</i>	\$985
2036-37	\$16,680	<i>150</i>	<i>1,650</i>	\$1,029
2037-38	\$17,300	<i>150</i>	<i>1,800</i>	\$1,076
2038-39	\$17,950	<i>150</i>	<i>1,950</i>	\$1,124
2039-40	\$18,670	<i>50</i>	<i>2,000</i>	\$1,175
Totals		2,000		

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

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

** If Takedown schedule is revised in accordance to Paragraph 4(a) this column will be revised also.

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

Delivery Location

Ultimate Contract Capacity

(Maximum Daily Flow Rate in GPM

But Limited by Annual Deliverable Volume)

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

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

Turnout Name		Contract Capacity
Vineyard Flow Control Structure-16” Turnout	Combined Total	2,628 GPM ⁽¹⁾
1600 N Turnout Vault-16” Tank Turnout		
1600 N Turnout Vault-12” System Turnout		4,800 GPM ⁽²⁾

- (1) The total Contract Capacity corresponds to the Cumulative Annual Volume Delivered shown in Exhibit A in each year multiplied by 18% and divided by 31 days and converted to a gallons per minute flow rate, i.e. Delivered Water amount in AF multiplied by 0.18 divided by 31 days multiplied by 325,850 gallons per AF divided by 24 hours per day divided by 60 minutes per hour.
- (2) Cumulate instantaneous maximum for all present and future CWP contracts with the City. The 24-hour average maximum capacity is based on the sum of capacity for all contract deliveries as calculated in condition (1). The 2,000,000 gallons (2 MG) of operational storage which District provides for the City is only available for deliveries to the 12" System Turnout in the 1600 N. Turnout Vault. The total peak instantaneous flowrate calculated according to the City level of service is calculated as follows:

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

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

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

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

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

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RESOLUTION 2026-30

A RESOLUTION OF THE CITY COUNCIL OF VINEYARD CITY AUTHORIZING THE MAYOR TO EXECUTE A WATER SUPPLY AGREEMENT WITH THE CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR THE SUPPLY OF CENTRAL UTAH WATER PROJECT MUNICIPAL AND INDUSTRIAL WATER

WHEREAS, Vineyard City (“City”) is a Utah municipal corporation organized and existing under the laws of the State of Utah; and

WHEREAS, the Central Utah Water Conservancy District (“CUWCD”) administers the Central Utah Water Project (“CWP”) water supply system and provides regional municipal and industrial water supplies to participating entities throughout Utah County; and

WHEREAS, Vineyard City has experienced substantial residential, commercial, and industrial growth and must continue planning for long-term culinary water supply needs; and

WHEREAS, CUWCD and Vineyard City have negotiated a Water Supply Agreement for the delivery of an additional 2,000 acre-feet of municipal and industrial water through the Central Utah Water Project; and

WHEREAS, the proposed agreement establishes a phased takedown schedule, delivery capacity provisions, operational requirements, conservation commitments, and associated financial obligations necessary to support the City’s future water demands; and

WHEREAS, the City Council finds that entering into the Water Supply Agreement is in the best interest of Vineyard City and necessary to ensure long-term water supply reliability and infrastructure planning for the community;

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

Section 1. Approval of Agreement: The City Council hereby approves the Water Supply Agreement between Vineyard City and the Central Utah Water Conservancy District for the supply of Central Utah Water Project municipal and industrial water, substantially in the form presented to the City Council.

Section 2. Authorization of Mayor: The Mayor is hereby authorized to execute the Water Supply Agreement and any associated exhibits, attachments, or non-substantive modifications necessary to finalize the agreement, subject to review by the City Attorney and City Staff.

Section 3. Effective Date: This Resolution shall take effect immediately upon adoption.

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This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this _____ day of _____, 2026.

Mayor

Attest:

Recorder

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: May 12, 2026

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

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

The Federal Emergency Management Agency (FEMA) has updated the Flood Insurance Rate Maps (FIRM) and the Flood Insurance Study (FIS) applicable to Vineyard City, effective June 23, 2026.

As a participating community in the National Flood Insurance Program (NFIP), Vineyard City is required to adopt updated floodplain management regulations that meet or exceed FEMA minimum standards. Adoption of the ordinance is necessary to maintain the City's eligibility for the NFIP program and ensure the continued availability of federally backed flood insurance for affected properties within the community.

Vineyard City will present the ordinance for consideration and adoption at the June City Council meeting to ensure compliance prior to the FEMA effective date.

The ordinance establishes regulations for development within Special Flood Hazard Areas and provides standards intended to reduce flood-related risks to life, property, infrastructure, and public safety.

Key Provisions of the Proposed Ordinance:

1. Adopts FEMA's updated Flood Insurance Rate Maps and related flood hazard data effective June 23, 2026.
2. Requires Floodplain Development Permits for regulated development activities within flood hazard areas.
3. Establishes minimum elevation and flood protection standards for residential and nonresidential construction.
4. Regulates grading, filling, floodway encroachments, and alterations to watercourses that may increase flood risk.
5. Designates the Public Works Director or designee as the Floodplain Administrator responsible for implementation and enforcement.
6. Establishes enforcement procedures including stop work orders and penalties for noncompliance.

The ordinance primarily updates regulatory compliance requirements tied to FEMA's revised floodplain mapping and NFIP participation requirements. The proposed regulations largely follow FEMA's model ordinance language and establish minimum standards intended to:

1. Protect public health and safety
2. Reduce future flood losses
3. Protect public infrastructure investments
4. Ensure orderly development within flood-prone areas

Fiscal Impact:

NONE

Recommendation:

NONE

Sample Motion:

NONE

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.

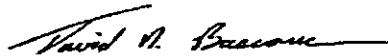
To assist your community in maintaining the FIRM, we reviewed our records to determine if any previous Letters of Map Change (LOMCs) (i.e., Letters of Map Amendment, Letters of Map Revision) will be superseded when the revised FIRM becomes effective. According to our records, no LOMCs were issued previously.

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)

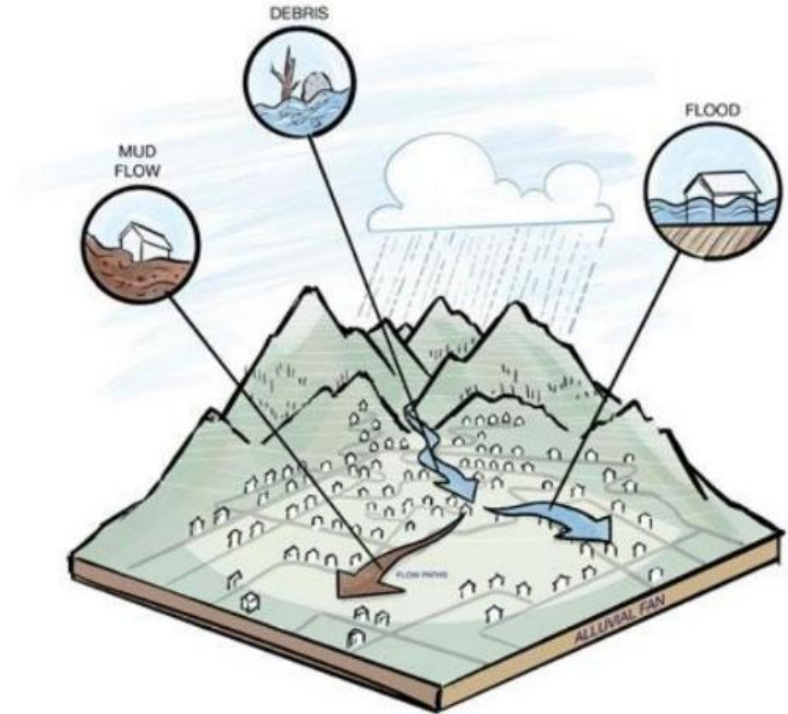
- Temporary flooding of normally dry land affecting:
 - 2 or more acres, or
 - 2 or more properties (including the insured property)

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

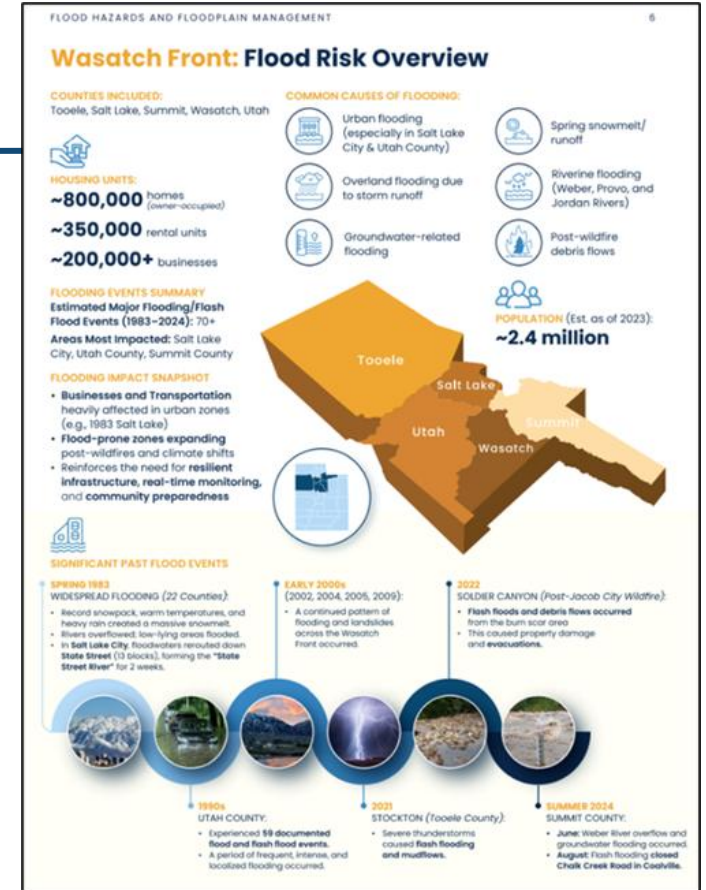
Purpose:

- 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



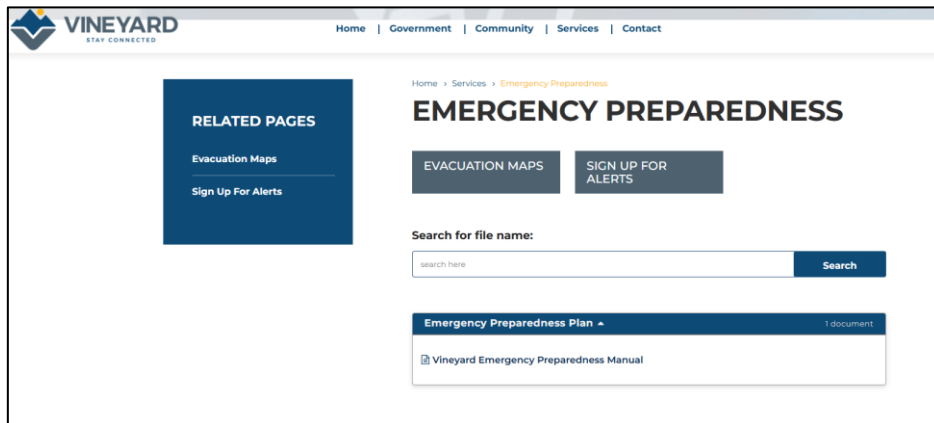
Cooking



Important
Documents
& Money



Transportation
& Navigation



Get preparedness
tips by email that you
can use and share



VINEYARD
STAY CONNECTED

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)



VINEYARD

STAY CONNECTED

Page 162 of 171

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

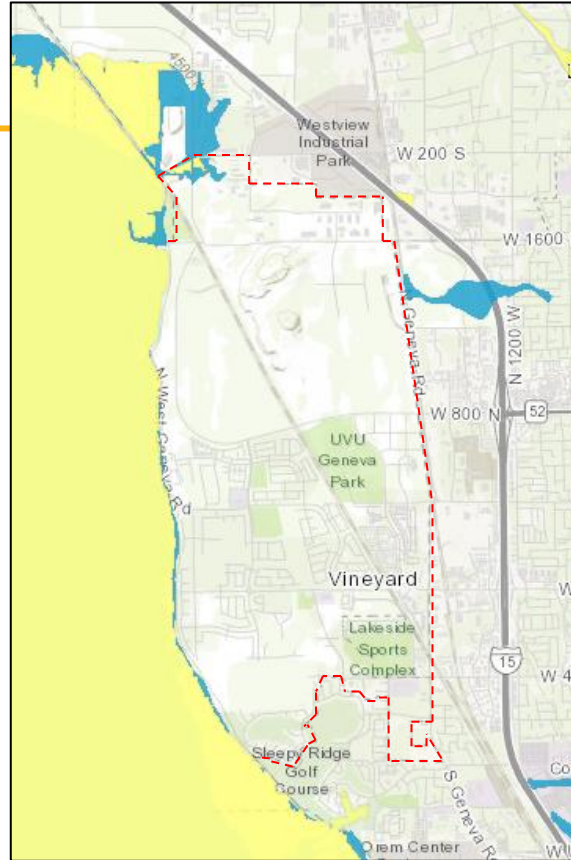
Proposed Flood Map

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

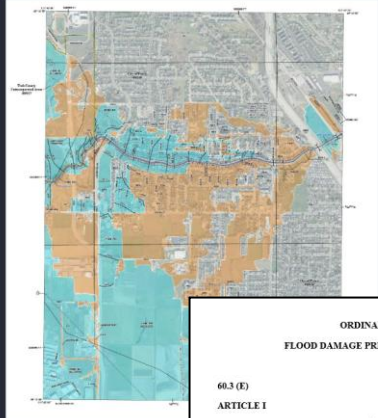
June 16, 2026

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:
Lindon, Orem, Provo, Saratoga Springs, Springdale, 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

 **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 CITY**

THIS MEETING CAN ALSO BE VIEWED ON OUR LIVE STREAM PAGE

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

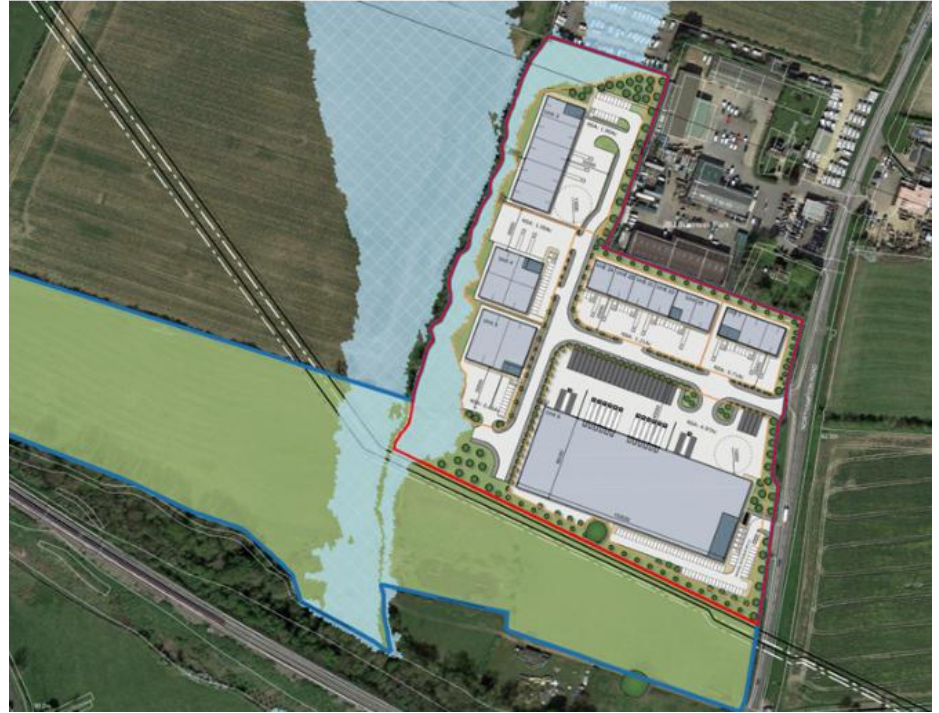
Future Development must:

- 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



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

Justine Marshal, CFM
Floodplain Manager