



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

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PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a public hearing during a regularly scheduled City Council meeting on Tuesday, June 9, 2026, at 6:00 PM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. This meeting can also be viewed on our [live stream page](#).

- 1. CALL TO ORDER**
- 2. INVOCATION, INSPIRATIONAL THOUGHT, AND PLEDGE OF ALLEGIANCE**
- 3. PUBLIC HEARING FOR HOLDAWAY FIELDS DEVELOPMENT AGREEMENT AMENDMENT**
- 4. PRESENTATIONS, RECOGNITIONS, AWARDS, OR PROCLAMATIONS**
- 5. WORK SESSION**
  - 5.1. Presentation of City Water System Risk & Resilience Assessment (Naseem Ghandour)**
  - 5.2. Discuss Proposed Municipal Code Changes (Cris Thomas)**
  - 5.3. Discuss Tax Payment for Sunset Beach Park (Evan Smith)**
  - 5.4. Discuss a Membership with the Utah Coalition of Cities and Counties (UC3) (David Lauret)**
- 6. PUBLIC COMMENTS**

**“Public Comments”** is defined as time set aside for citizens to express their views. *Public comments can be submitted ahead of time to [robinr@vineyardutah.gov](mailto:robinr@vineyardutah.gov).*
- 7. CONSENT ITEMS**
  - 7.1. Approve the May 26, 2026, meeting minutes.**
  - 7.2. Accept Vineyard City's Floodplain Regulation Update (National Flood Insurance**

**Program Compliance)**

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

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

**9. APPOINTMENTS AND REMOVALS**

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

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

**10. BUSINESS ITEMS**

**10.1. Approve ARCH Grant Extension Request (Brian Vawdrey)**

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

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

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

**11. CLOSED SESSION**

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

**12. ADJOURNMENT**

This meeting may be held in a way that will allow a council member to participate electronically.

The public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (385) 338-5183.

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

/s/ Robin Bond, City Recorder



**MINUTES OF A SPECIAL CITY COUNCIL MEETING**  
**May 26, 2026, at 5:01 PM**

**Present**

**Absent**

Mayor Zack Stratton  
Councilmember Parker McCumber  
Councilmember Jacob Wood  
Councilmember Jacob Holdaway  
Councilmember David Lauret  
Councilmember Ezra Nair (Arrived at 5:09pm)

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

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

**1. CALL TO ORDER**

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

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

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

**3. WORK SESSION**

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

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

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

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

The Council recessed at 5:50pm

The meeting resumed at 6:00pm

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

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

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

## **4. PRESENTATIONS, RECOGNITIONS, AWARDS, OR PROCLAMATIONS**

### **4.1. Vineyard City Library Certification**

This item was moved to the next city council meeting.

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

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

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

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

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

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

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

## **7. STAFF, COMMISSION, AND COMMITTEE REPORTS**

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

## **8. CONSENT ITEMS**

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

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

### **8.3. Approve Resolution 2026-29 City Manager**

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

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

## **9. APPOINTMENTS/REMOVALS**

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138 **9.1. Appoint Brian Voeks as City Manager**  
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140  **Motion:** COUNCILMEMBER NAIR MOVED TO APPROVE THE MAYOR'S  
141 APPOINTMENT OF BRIAN VOEKS AS CITY MANAGER. COUNCILMEMBER LAURET  
142 SECONDED. THE ROLL CALL WAS AS FOLLOWS: COUNCILMEMBERS NAIR,  
143 LAURET, WOOD, HOLDAWAY AND MCCUMBER VOTED IN FAVOR. THE MOTION  
144 PASSED UNANIMOUSLY.  
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147 **10. BUSINESS ITEMS**  
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149 **10.1. Cosmo at the Park - Special Event Fee Waiver**  
150 Special Event Fee Waiver Request  
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152  Mr. Vawdrey presented a request from BYU to hold its "Cosmo at the Park" community  
153 event in Vineyard and requested a waiver of applicable event fees, consistent with previous  
154 years. He explained that the free public event would include appearances by Cosmo and BYU  
155 cheerleaders, family activities, games, giveaways, and limited merchandise sales, and noted its  
156 value as a community engagement opportunity.  
157

158  **Motion:** COUNCILMEMBER LAURET MOVED TO APPROVE BUSINESS ITEM 10.1  
159 SPECIAL EVENT FEE WAIVER AS PRESENTED. COUNCILMEMBER HOLDAWAY  
160 SECONDED. COUNCILMEMBERS NAIR, LAURET, WOOD, HOLDAWAY AND  
161 MCCUMBER VOTED IN FAVOR. THE MOTION PASSED UNANIMOUSLY.  
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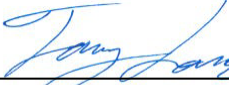
163  
164 **11. CLOSED SESSION**  
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166 There was no closed session held during this meeting.  
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168 **12. ADJOURNMENT**  
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170 The meeting was adjourned at 6:57pm  
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176 **MINUTES APPROVED ON:** \_\_\_\_\_  
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179 **CERTIFIED CORRECT BY:**  \_\_\_\_\_  
180 **TONY LARA, DEPUTY CITY RECORDER**  
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## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** June 9, 2026

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

**Department:** Public Works

**Presenter:** Naseem Ghandour

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### 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 Damage 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.

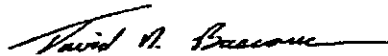
To assist your community in maintaining the FIRM, we reviewed our records to determine if any previous Letters of Map Change (LOMCs) (i.e., Letters of Map Amendment, Letters of Map Revision) will be superseded when the revised FIRM becomes effective. According to our records, no LOMCs were issued previously.

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)

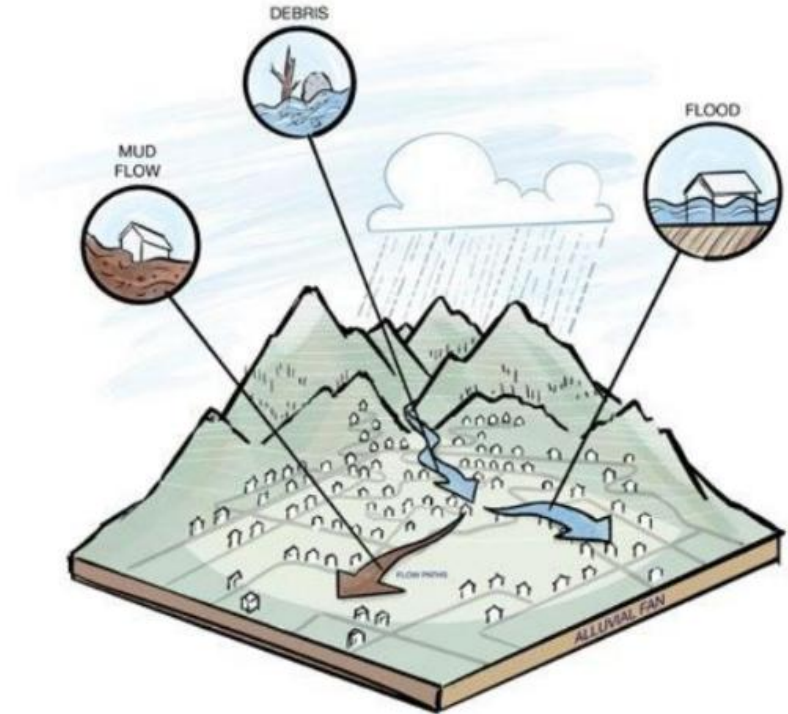
- Temporary flooding of normally dry land affecting:
  - 2 or more acres, or
  - 2 or more properties (including the insured property)

## 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

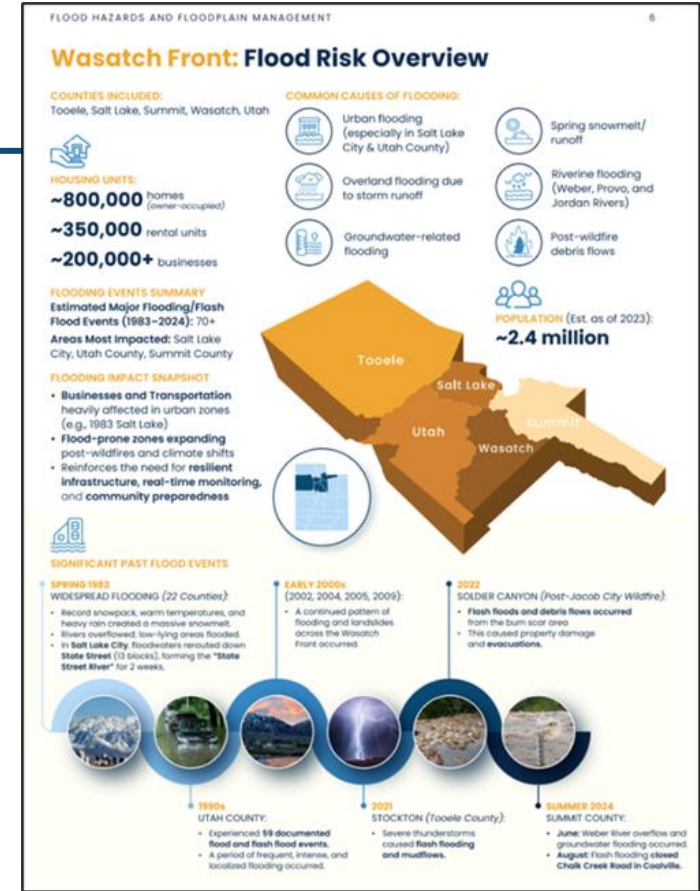
## Purpose:

- 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



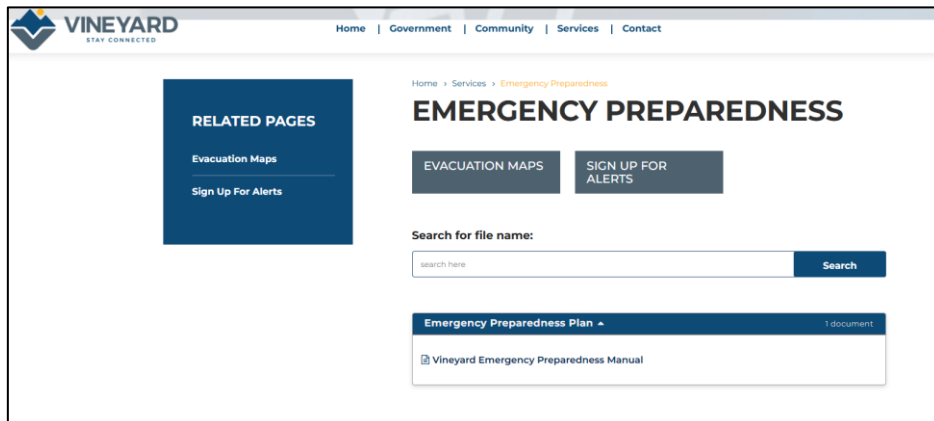
Important  
Documents  
& Money



Transportation  
& Navigation



Get preparedness  
tips by email that you  
can use and share



# 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

# Vineyard Specific Update

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## 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

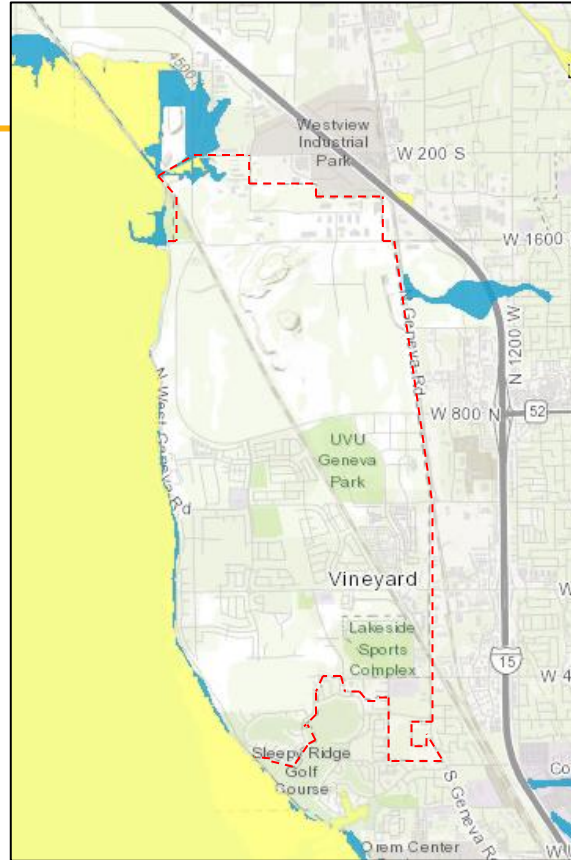
# Proposed Flood Map

## 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**

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- **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  $\geq 1$  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**

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- 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**

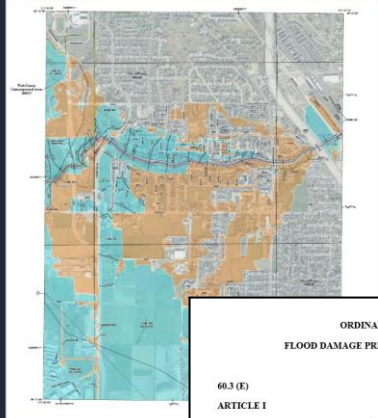
**June 16, 2026**

**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 by the aforementioned 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

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VINEYARD CITY,  
ATTN: M54 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

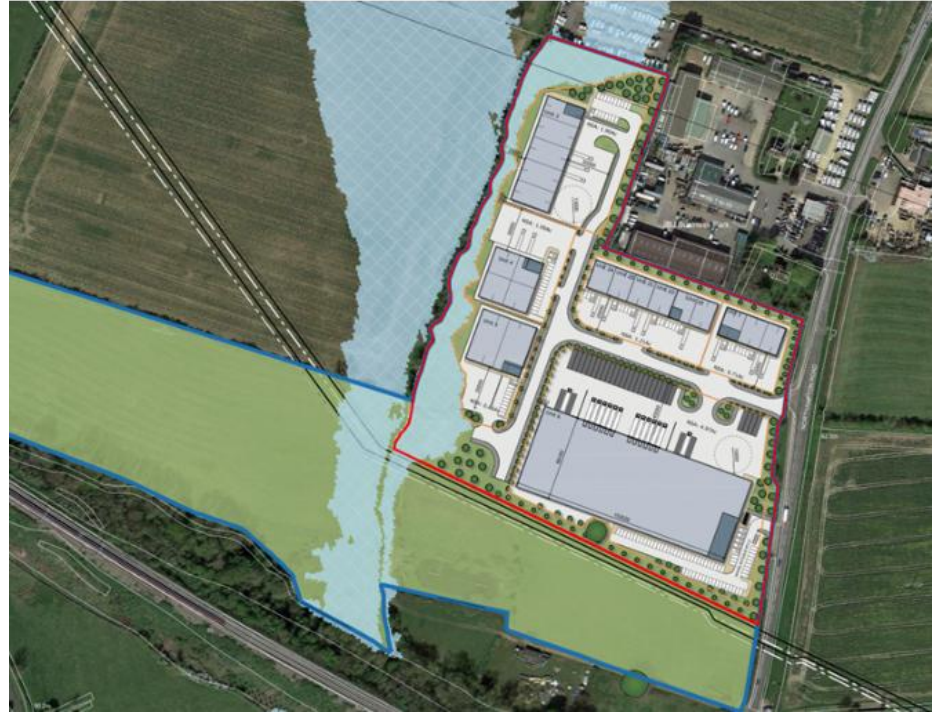
## Future Development must:

- 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



**VINEYARD**  
STAY CONNECTED

# Council Takeaways

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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

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

**Justine Marshal, CFM**  
**Floodplain Manager**



## STAFF REPORT

Meeting June 9, 2026

Date:

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

**Item:**

**Department:** Parks & Recreation

**Presenter:** Brian Vawdrey

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### **Background/Discussion:**

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

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

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

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

### **Fiscal Impact:**

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

### **Recommendation:**

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

### **Sample Motion:**

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

### **Attachments:**

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

# ***The Great Geneva Ladle***

*Connecting us to Vineyard's rich heritage*



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

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



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

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

Scan for more information.



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

**Brought to you by The Vineyard Heritage Foundation, The Vineyard City ARCH Commission, and X Development**

# GENEVA STEEL *Ladle*

1944- 2001



Details are the exclusive property of Signarama. Any use, reproduction or distribution beyond the scope of the contracted work with Signarama without prior written consent.

Project Designer: Spencer Co

Geneva Steel Ladle



Day View



Night View



Details are the exclusive property of Signarama. Any use, reproduction or distribution beyond the scope of the contracted work with Signarama without prior written consent.

Project Designer: Spencer Co

Geneva Steel Ladle



A

PEDESTRIAN WALKWAY



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** June 9, 2026

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

**Department:** Administration and Community Development Department

**Presenter:** David Herring, Anthony Fletcher

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### Background/Discussion:

#### Introduction

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

#### Proposed Amendments

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

#### Fiscal Impact:

#### Recommendation:

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

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

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

**Sample Motion:**

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

**Attachments:**

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

**When recorded, return to:**

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

**Parcel ID:** [\_\_\_\_\_]

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**DEVELOPMENT AGREEMENT**  
(Cadence / Goodboro Vineyard Project)

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

**RECITALS**

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

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

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

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

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

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

## **AGREEMENT**

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

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

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

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

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

4. Allowed Uses and Approval.

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

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

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

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

##### 5. Description of Project; Zoning; Density.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature pages follows]*

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**EXHIBIT A-1**

(Legal Description of Developer Property)

*[Signature page to Development Agreement]*

**EXHIBIT A-2**

(Legal Description of Church ROW Property)

**EXHIBIT B**  
(Neighborhood Plan)

**EXHIBIT C**  
(Zoning Ordinance)

## **EXHIBIT D**

(Phasing plan of the Project)

## EXHIBIT E

(Cross Section Analysis)

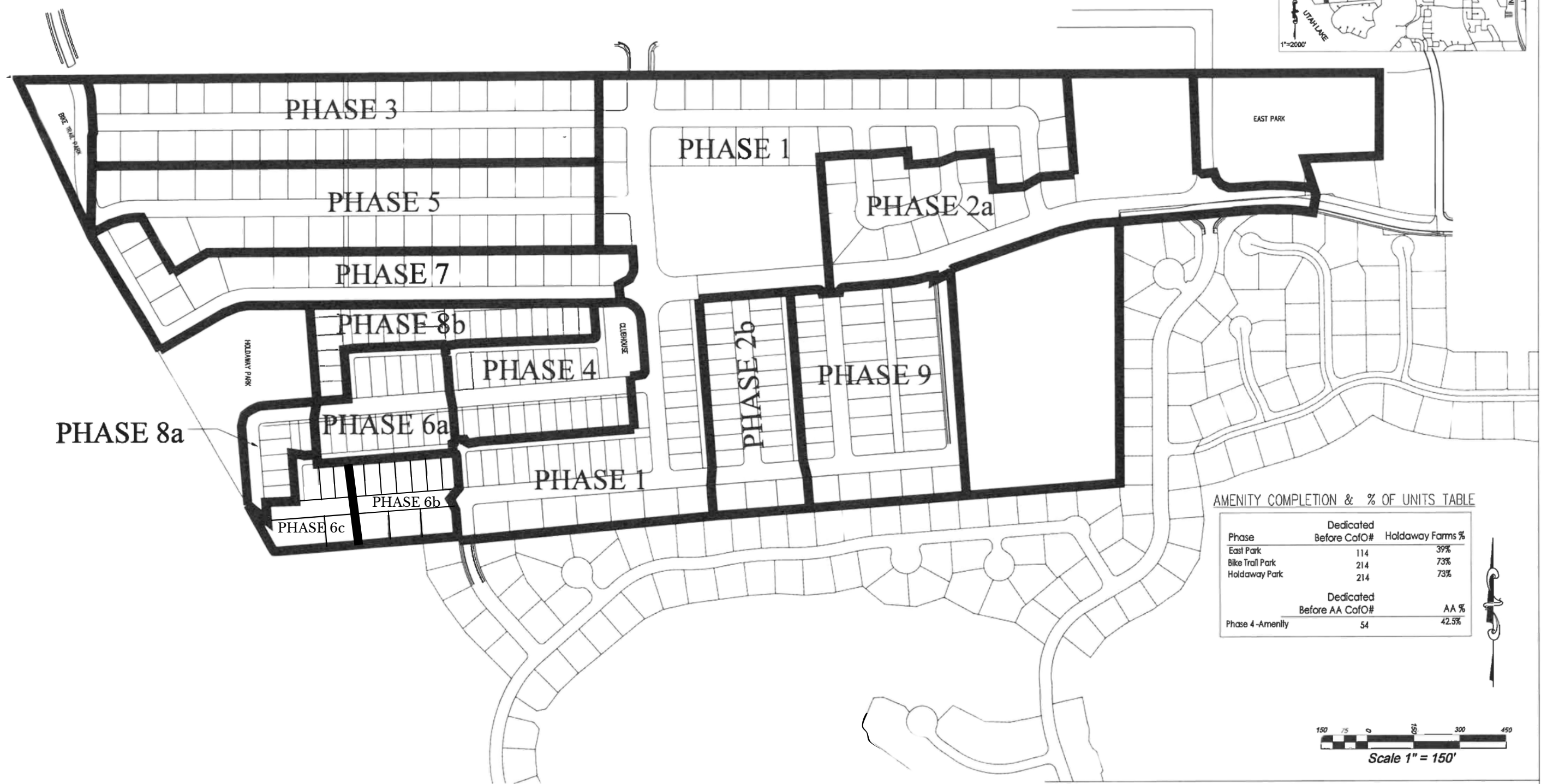
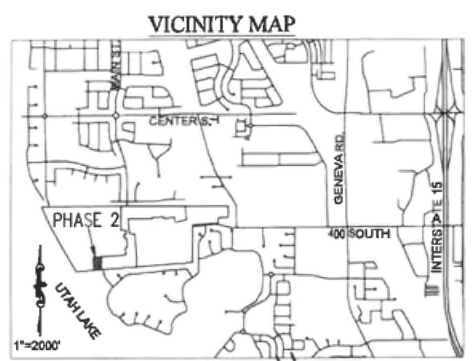
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EXHIBIT F  
(Updated Phasing Plan)

# HOLDAWAY FIELDS

PROPOSED PHASING PLAN BY DEVELOPER



AMENITY COMPLETION & % OF UNITS TABLE

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