



Washington City Council
Regular Meeting Agenda
June 26, 2024

PUBLIC NOTICE is hereby given that the Washington City Council will hold a Public Electronic Regular Meeting on **Wednesday, June 26, 2024 at 6:00 P.M.** hosted at the Washington City Office located at 111 North 100 East, Washington, Utah. The meeting will be broadcast via Youtube Live linked online at <https://washingtoncity.org/meetings>

Invocation
Pledge of Allegiance

1. APPROVAL OF AGENDA

2. ANNOUNCEMENTS

3. DECLARATION OF ABSTENTIONS & CONFLICTS

4. YOUTH COUNCIL

- a. Introduction and Oath of Office for the incoming Washington City Youth Council Members.

5. PLANNING COMMISSION APPOINTMENT

- a. Consideration to confirm the appointment of members to the Planning Commission. Mayor Kress Staheli
- b. Consideration to confirm the appointment of the Planning Commission Chair. Mayor Kress Staheli

6. CONSENT AGENDA

a. APPROVAL OF MINUTES

- i. Consideration to approve the minutes from the City Council Meeting of 5/22/24.

b. BOARD AUDIT REPORT

- i. Consideration to approve the Board Audit Report from May 2024.

7. AWARD OF BID

- a. Consideration to award a bid for the construction of the Covington Home Parking Lot Project to Sitework Excavating in the amount of \$241,150.50.

Leisure Services Director Barry Blake

8. CONDITIONAL USE PERMIT

- a. Consideration to approve Conditional Use Permit C-24-07 for a remodel of Zion Harley Davidson located at 2345 N. Coral Canyon Blvd. Applicant: Troy Belliston

9. ORDINANCE

- a. Consideration to approve an Ordinance for Zone Change Z-24-02 revising the current design standards of the PUD-R located at 500 West 115 North. Applicant: Turner Rockworth Apartments, LLC.

10. RESOLUTION

- a. Consideration to approve a Resolution setting the Property Tax Levy for Washington City Calendar Year 2024. City Manager Jeremy Redd
- b. Consideration to approve a Resolution setting the Property Tax Levy for Washington City Special Service District in Coral Canyon Calendar Year 2024. City Manager Jeremy Redd
- c. Consideration to approve a Resolution accepting the FY 2023/2024 Fraud Risk Assessment. Finance Director Brian Brown

11. AGREEMENTS

- a. Continuation of consideration to approve a Development Agreement with 2700 North Dev Partners Utah LLC and CC Cypress LLC.
- b. Consideration to approve an agreement for Trail Construction and Maintenance between Washington City and the St. George and Washington Canal Company.
- c. Consideration to approve an agreement for assignment of easements and facilities liability between Washington City and the St. George and Washington Canal Company.

12. MEMORANDUM OF UNDERSTANDING

- a. Memorandum of understanding between Washington City Police Department and Washington County for Animal Shelter Services.

13. FINANCE

- a. Quarterly Financial Report. Finance Director Brian Brown

14. REPORT OF OFFICERS FROM ASSIGNED COMMITTEE

15. CITY MANAGER REPORT

16. CLOSED SESSION

- a. Purchase, exchange, or lease of property;
- b. Pending or potential litigation;
- c. Character or professional competence of an individual.

17. ADJOURNMENT

POSTED this 21th day of June 2024

Tara Pentz, City Recorder

In accordance with the Americans with Disabilities Act, Washington City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by calling the City Recorder at 656-6308 at least 24 hours in advance of the meeting to be held.

Washington City
 Covington Home Parking Lot
 Saturday, January 0, 1900

No.	Item	Quantity	Unit	Engineer's Estimate		Sitework		Feller		Interstate	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 24,500.00	\$ 24,500.00	\$ 20,000.00	\$ 20,000.00	\$ 19,808.39	\$ 19,808.39
2	CLEARING, GRUBBING, EXCAVATION, & DEMOLITION	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 7,000.00	\$ 7,000.00	\$ 3,342.54	\$ 3,342.54	\$ 10,455.17	\$ 10,455.17
3	TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,431.79	\$ 4,431.79	\$ 7,891.58	\$ 7,891.58
4	SWPPP COMPLIANCE AND EROSION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,267.28	\$ 4,267.28	\$ 3,384.32	\$ 3,384.32
5	DUST CONTROL & WATERING	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,533.97	\$ 6,533.97	\$ 5,770.38	\$ 5,770.38
6	SUBSURFACE INVESTIGATION	4	HR	\$ 150.00	\$ 600.00	\$ 250.00	\$ 1,000.00	\$ 301.37	\$ 1,205.48	\$ 680.74	\$ 2,722.96
7	CONSTRUCTION STAKING	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,368.37	\$ 5,368.37	\$ 6,198.33	\$ 6,198.33
8	EXCAVATION, EARTHWORK & GRADING	1	LS	\$ 19,000.00	\$ 19,000.00	\$ 35,000.00	\$ 35,000.00	\$ 12,242.33	\$ 12,242.33	\$ 54,563.58	\$ 54,563.58
9	12" STRUCTURAL FILL	13000	SF	\$ 2.50	\$ 32,500.00	\$ 0.50	\$ 6,500.00	\$ 1.53	\$ 19,890.00	\$ 1.83	\$ 23,790.00
10	8" UNTREATED BASE COURSE	13000	SF	\$ 2.20	\$ 28,600.00	\$ 1.75	\$ 22,750.00	\$ 2.23	\$ 28,990.00	\$ 1.78	\$ 23,140.00
11	2.5" BITUMINOUS SURFACE COURSE	13000	SF	\$ 2.00	\$ 26,000.00	\$ 2.05	\$ 26,650.00	\$ 3.21	\$ 41,730.00	\$ 2.49	\$ 32,370.00
12	CONCRETE FLATWORK	450	SF	\$ 1.50	\$ 675.00	\$ 7.65	\$ 3,442.50	\$ 19.66	\$ 8,847.00	\$ 11.21	\$ 5,044.50
13	4' SIDEWALK	65	LF	\$ 26.00	\$ 1,690.00	\$ 30.60	\$ 1,989.00	\$ 37.37	\$ 2,429.05	\$ 37.05	\$ 2,408.25
14	HB30-7 CURB AND GUTTER	440	LF	\$ 22.00	\$ 9,680.00	\$ 35.00	\$ 15,400.00	\$ 44.06	\$ 19,386.40	\$ 48.41	\$ 21,300.40
15	RU30 CURB AND GUTTER	25	LF		\$ -	\$ 35.00	\$ 875.00	\$ 57.60	\$ 1,440.00	\$ 80.74	\$ 2,018.50
16	4" CURB WITHOUT GUTTER	350	LF	\$ 20.00	\$ 7,000.00	\$ 20.00	\$ 7,000.00	\$ 27.42	\$ 9,597.00	\$ 48.41	\$ 16,943.50
17	DUMPSTER ENCLOSURE	1	LS	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00	\$ 33,810.77	\$ 33,810.77	\$ 18,880.27	\$ 18,880.27
18	CONCRETE PAD FOR BISHOPS STOREHOUSE	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 3,060.00	\$ 3,060.00	\$ 5,008.94	\$ 5,008.94	\$ 10,783.01	\$ 10,783.01
19	CURB WALL	40	LF	\$ 10.00	\$ 400.00	\$ 60.00	\$ 2,400.00	\$ 113.10	\$ 4,524.00	\$ 56.38	\$ 2,255.20
20	ADA RAMP	2	EA	\$ 8,000.00	\$ 16,000.00	\$ 750.00	\$ 1,500.00	\$ 2,663.55	\$ 5,327.10	\$ 2,619.48	\$ 5,238.96
21	ADA PARKING SIGNS	2	EA	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 345.68	\$ 691.36	\$ 407.43	\$ 814.86
22	6' CROSS GUTER	32	LF	\$ 200.00	\$ 6,400.00	\$ 72.00	\$ 2,304.00	\$ 135.54	\$ 4,337.28	\$ 49.18	\$ 1,573.76
23	PARKING LOT STRIPING & PAINTING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 548.36	\$ 548.36	\$ 1,422.76	\$ 1,422.76
24	DETENTION BASIN	1260	SF	\$ 8.00	\$ 10,080.00	\$ 5.00	\$ 6,300.00	\$ 5.97	\$ 7,522.20	\$ 8.32	\$ 10,483.20
25	DETENTION BASIN WALL	53	LF	\$ 30.00	\$ 1,590.00	\$ 60.00	\$ 3,180.00	\$ 224.15	\$ 11,879.95	\$ 190.67	\$ 10,105.51
26	12" HDPE SD PIPE	200	LF	\$ 80.00	\$ 16,000.00	\$ 65.00	\$ 13,000.00	\$ 36.31	\$ 7,262.00	\$ 64.91	\$ 12,982.00
27	ORIFICE PLATE	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 1,153.66	\$ 1,153.66	\$ 844.48	\$ 844.48
28	60" CONCRETE STORM DRAIN MANHOLE	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 16,184.33	\$ 16,184.33	\$ 6,538.82	\$ 6,538.82
29	4" IRRIGATION SLEEVING	170	LF	\$ 20.00	\$ 3,400.00	\$ 15.00	\$ 2,550.00	\$ 15.83	\$ 2,691.10	\$ 27.26	\$ 4,634.20
30	MISC ELECTRICAL IMPROVEMENTS	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00	\$ 14,019.23	\$ 14,019.23	\$ 11,436.89	\$ 11,436.89
31	ELECTRICAL METER/MAIN COMBO	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 6,524.51	\$ 6,524.51	\$ 5,322.70	\$ 5,322.70
32	MPTR-C LED LIGHT	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 3,000.00	\$ 6,000.00	\$ 14,464.22	\$ 28,928.44	\$ 10,634.09	\$ 21,268.18
				TOTAL	\$ 297,215.00	TOTAL	\$ 241,150.50	TOTAL	\$ 340,114.44	TOTAL	\$ 362,394.66

 Blaine Worrel
 Engineer, P.E.


Briefing Document

Description: Covington Home Parking Lot

Presenter: Barry Blake

Submitted By: Barry Blake

Background Information: This project will provide a parking lot, and a space for the Bishops Storehouse to be built in the lot North of the Covington Home.

Recommendation: A total of 3 bids were received for this project, and opened on June 13, 2024. The Staff recommends award of the contract to Sitework Excavating, as the lowest responsible bidder in the amount of \$241,150.50

Fiscal Impact: This project is accounted for in the 2024 - 2025 Budget. This award is within the budgeted amount.

Impacted Fund: RAP Tax



11 North 300 West, Washington, Utah 84780
TEL 435.652.8450 | FAX 435.652.8416

June 21, 2024

Barry Blake, Leisure Services Director
Washington City
650 N 300 E
Washington, Utah 84780

RE: Letter of Recommendation – Covington House Parking Lot

Dear Mr. Blake,

After evaluation of the bids received on June 13, 2024, for the above referenced project, we have found Sitework Excavating to be the lowest qualified Bidder for the construction contract with a total bid of \$241,150.50. While we have not worked with Sitework Excavating in the past, We have reached out to references who have confirmed their experience to be positive. We Therefore recommend the award of the Contract to Sitework Excavating.

Enclosed please find digital copies of the Notice of Award and Agreement. Please sign the Notice of Award where indicated, keep one original of each for your records, and return the others to our office for further processing. Thank you.

Please call us at (435) 652-8450 with any questions and comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Blaine Worrell".

Blaine Worrell
Project Engineer

WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE:	June 26, 2024
ACTION REQUESTED:	C-24-07, A request for a Conditional Use Permit for an existing commercial development, located at 2345 North Coral Canyon Blvd.
APPLICANT:	Troy Belliston
OWNER:	DBJM Zion 225 LLC
ENGINEER:	N/A - existing development
REVIEWED BY:	Eldon Gibb, City Planner
RECOMMENDATION:	Recommend approval with conditions

Background

The applicant is requesting approval of a Conditional Use Permit to give the existing building a facelift. The new exterior finish will enhance the look of the Zion Harley Davidson business by updating the building with modern finishes and colors. The update will include painting the trim and canopies a dark gray color, painting the accent walls beige and black, installing metal copper paneling and extending the existing canopy with post and beam as shown in the exhibit. There are no other changes to the exterior building and use at this time.

Staff has reviewed the proposed project and finds that it meets the intent of the PCD Commercial use regulations.

Recommendation

The Planning Commission reviewed this request on June 05, 2024 and unanimously recommended approval of C-24-07, allowing for the new exterior finishes to the current existing Zion Harley Davidson business located at 2345 North Coral Canyon Blvd, with the findings and conditions as outlined below:

Findings

1. The proposed use, at the particular location, is necessary or desirable to provide a service or facility which will contribute to the general well being of the neighborhood and community; and.
2. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of the persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
3. The proposed use will comply with the regulations and conditions specified in this title and associating state and federal titles, for such use; and
4. The proposed use will conform to the intent of the general plan.

Conditions

1. Any site improvements shall meet the requirements of City and State adopted codes including but not limited to building setbacks.
2. The development of the site shall comply with the development as approved in the exhibits provided.
3. Any new lighting within the project development will be directed inward to the site.
4. All signage will be in accordance with the adopted sign regulations of the city.
5. Any roof mounted equipment will be screened from view with appropriate finishes closely resembling/accenting the building's exterior finishes.

June 05, 2024 Planning Commission Minutes

- a. **Public Hearing for consideration and recommendation to the City Council for a revised Conditional Use Permit C-24-07 for a remodel of Zion Harley Davidson located at 2345 N. Coral Canyon Blvd. Applicant: Troy Belliston**

https://youtube.com/live/IN7zXL_k0A4?t=1730

City Planner Eldon Gibb reviewed the application.

Commissioner Hansen opened the public hearing.

No public comments were made.

Commissioner Hansen closed the public hearing.

Applicant Troy Belliston discussed the application.

Commissioner Anderson made a motion to recommend approval to the City Council for Conditional Use Permit C-24-07. Commissioner Scheel seconded the motion; which passed with the following roll call vote:

<i>Commissioner Anderson</i>	<i>Aye</i>
<i>Commissioner Bulloch</i>	<i>Aye</i>
<i>Commissioner Hansen</i>	<i>Aye</i>
<i>Commissioner Scheel</i>	<i>Aye</i>
<i>Commissioner Tupou</i>	<i>Aye</i>



PROJECT FLOW CARD

**CUP-24-07 Revised Conditional Use Permit -
Zion Harley Davidson**

Planning	Reviewed, no concern	
Hillside	NA	
Public Works	Reviewed, no concern	
Engineer	Reviewed, no concern	
Fire Dept.	Reviewed, no concern	
Parks/Trails	Reviewed, No Concerns	
Building Dept.	Ok to proceed	
Washington Power	Reviewed, no concern	
Dixie Power	NA	
Economic Dev.	Reviewed. This project meets the City's priorities for economic development. Improvements to this development are expected to generate increased sales tax to help offset the burden of residential property tax payers. RH	

Additional Comments:

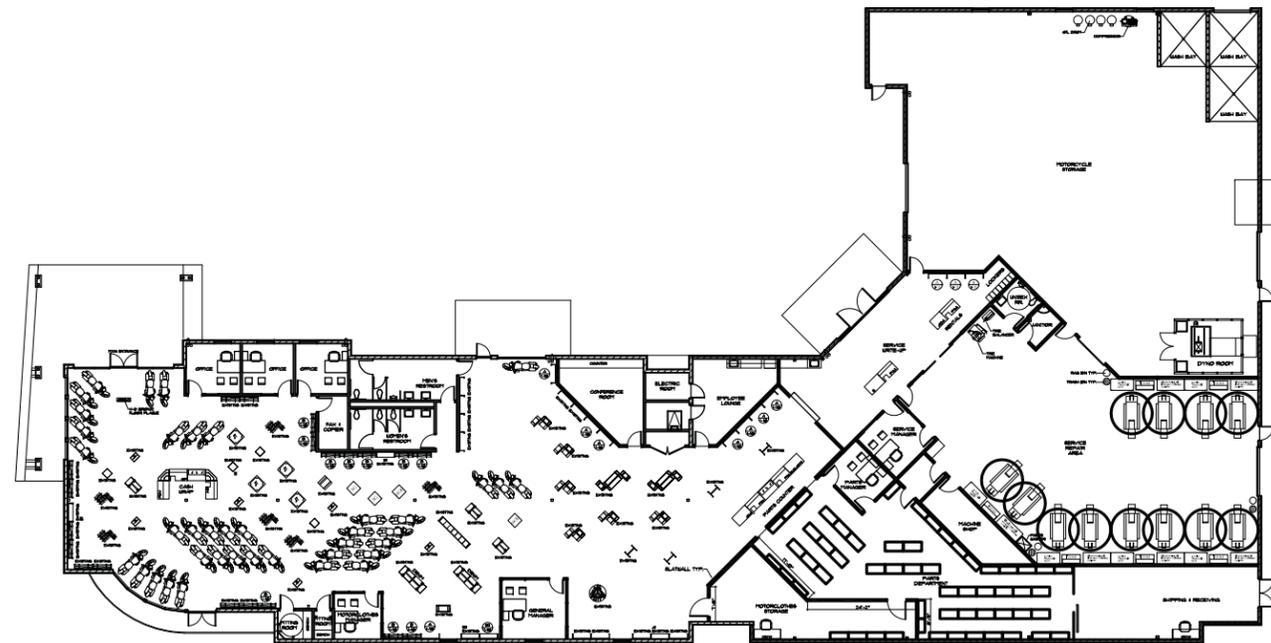


WSR-9

Coral Canyon Blvd

2345 N
Lot 9

Town Center Dr



EXISTING CONDITIONS

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



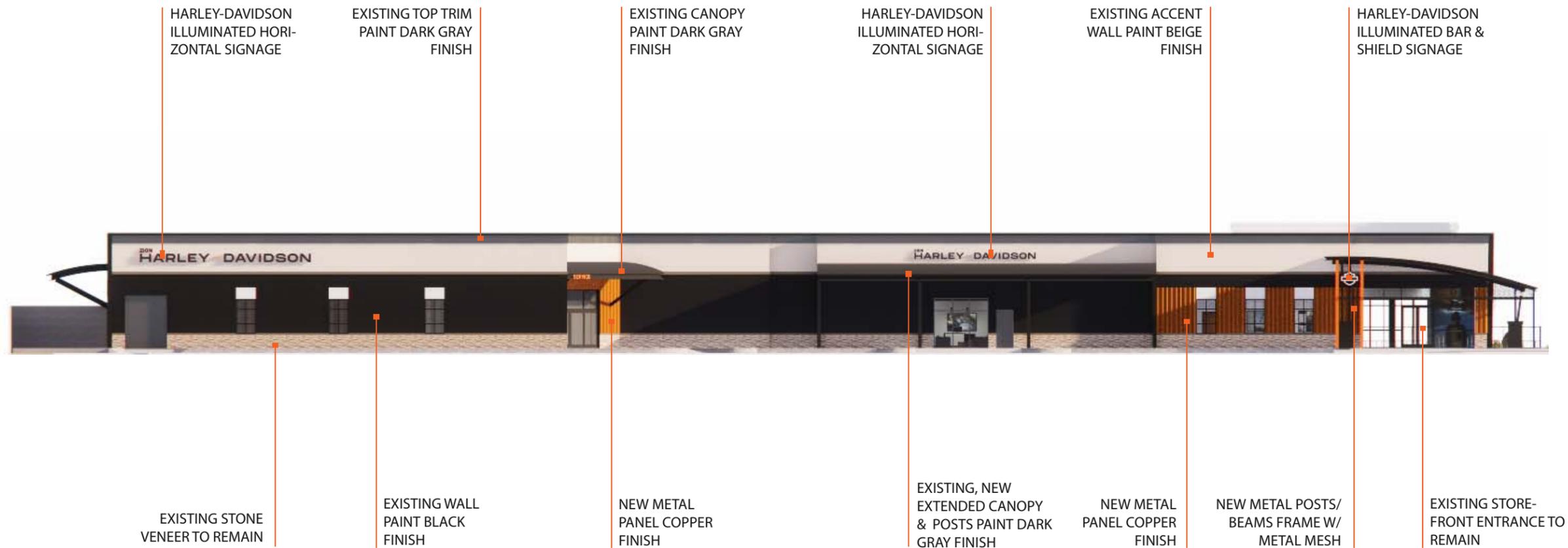
EXISTING CONDITIONS

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



EXTERIOR RENDERING

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



HARLEY-DAVIDSON
ILLUMINATED HORIZONTAL
SIGNAGE

EXISTING TOP TRIM
PAINT DARK GRAY
FINISH

EXISTING CANOPY
PAINT DARK GRAY
FINISH

HARLEY-DAVIDSON
ILLUMINATED HORIZONTAL
SIGNAGE

EXISTING ACCENT
WALL PAINT BEIGE
FINISH

HARLEY-DAVIDSON
ILLUMINATED BAR &
SHIELD SIGNAGE

EXISTING STONE
VENEER TO REMAIN

EXISTING WALL
PAINT BLACK
FINISH

NEW METAL
PANEL COPPER
FINISH

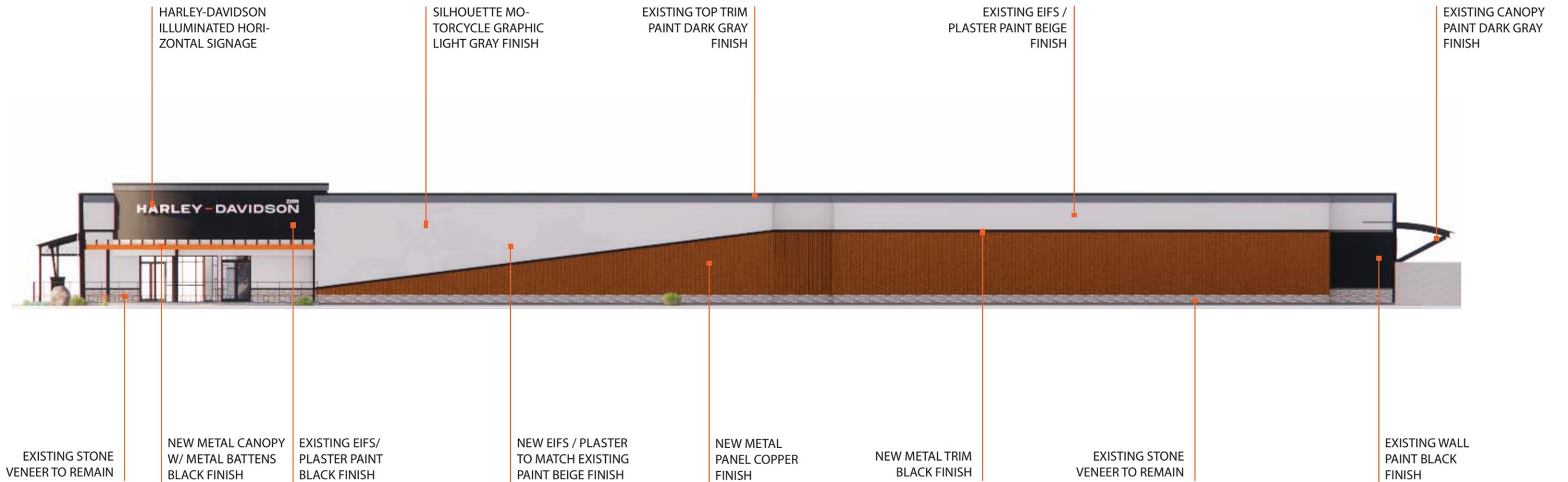
EXISTING, NEW
EXTENDED CANOPY
& POSTS PAINT DARK
GRAY FINISH

NEW METAL
PANEL COPPER
FINISH

NEW METAL POSTS/
BEAMS FRAME W/
METAL MESH

EXISTING STORE-
FRONT ENTRANCE TO
REMAIN

EXTERIOR ELEVATION



HARLEY-DAVIDSON
ILLUMINATED HORIZONTAL
SIGNAGE

SILHOUETTE MO-
TORCYCLE GRAPHIC
LIGHT GRAY FINISH

EXISTING TOP TRIM
PAINT DARK GRAY
FINISH

EXISTING EIFS /
PLASTER PAINT BEIGE
FINISH

EXISTING CANOPY
PAINT DARK GRAY
FINISH

EXISTING STONE
VENEER TO REMAIN

NEW METAL CANOPY
W/ METAL BATTENS
BLACK FINISH

EXISTING EIFS/
PLASTER PAINT
BLACK FINISH

NEW EIFS / PLASTER
TO MATCH EXISTING
PAINT BEIGE FINISH

NEW METAL
PANEL COPPER
FINISH

NEW METAL TRIM
BLACK FINISH

EXISTING STONE
VENEER TO REMAIN

EXISTING WALL
PAINT BLACK
FINISH

EXTERIOR ELEVATION

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



EXTERIOR RENDERING

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



EXTERIOR RENDERING

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



EXTERIOR RENDERING

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



H-D BRAND FOCAL

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



MOTORCYCLE VAULT

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



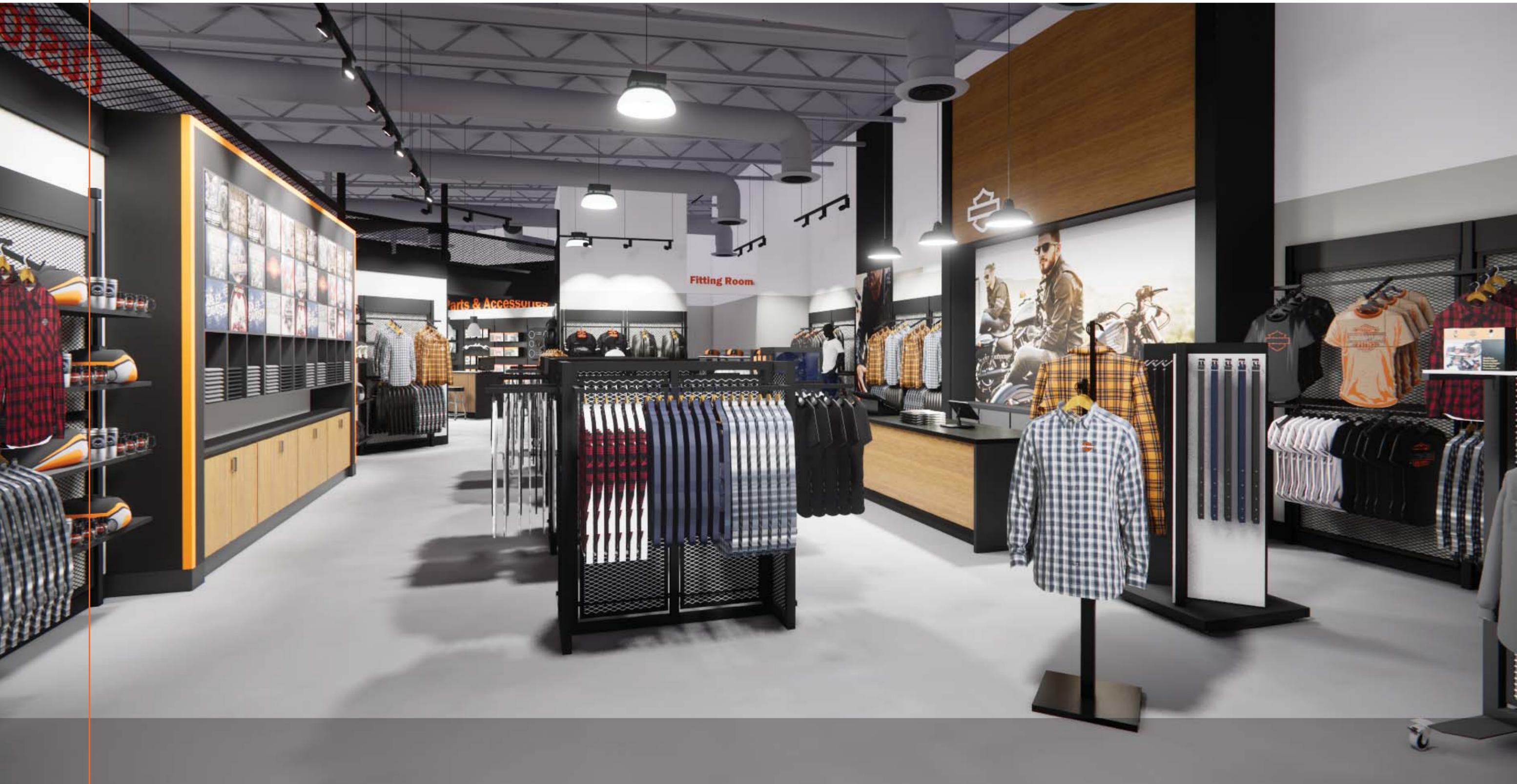
MOTORCYCLE SALES

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



MOTORCYCLE SALES

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



APPAREL AND LICENSING

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



APPAREL AND LICENSING

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



CUSTOMIZATION

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



PARTS AND ACCESSORIES

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023

STROOM



DEALER FOCAL

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



SERVICE

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023



EXISTING CONDITIONS

ZION HARLEY-DAVIDSON / DESIGNWORK STUDIOS / 12.01.2023

WASHINGTON CITY
CITY COUNCIL MEETING
STAFF REVIEW

HEARING DATE: June 26, 2024

ACTION REQUESTED: Z-24-02 - A request to revise the current design standards of the approximately 11.22 acres zoned PUD-R located at 500 West 115 North.

APPLICANT: Turner Rockworth Apartments LLC

OWNER: Turner Rockworth Apartments LLC

ENGINEER: Rick Meyer - Bush & Gudgell

REVIEWED BY: Eldon Gibb - City Planner

RECOMMENDATION: Recommend approval with conditions

Background

The applicant is requesting approval to update the design standards of approximately 11.22 acres for the PUD-R Multiple Family Development located at approximately 500 West and 115 North. On May 25, 2022 City Council approved the zone change for this property (Z-22-06). Since this approval, the applicant has encountered a few delays such as flood mapping, market changes and increased interest rates. With this, the applicant has revised the site layout and is asking for approval of the new design and layout at this time.

The density is not changing. The density will remain the same at 180 units covering an area of 11.22 acres. This is a density of 16 units per acre and is broken down as such: 54 one bedroom units, 96 two bedroom units and 30 three bedroom units. The layout of the buildings are more efficient as the building count has been reduced by 3 buildings with the new total being 7 buildings. This reduction puts more distance between the buildings providing more open space in the development.

The surrounding zoning is Open Space (I-15 corridor) to the north, R-1-6 to the east, R-3 and C-2 to the south and west. Required parking for this development is 389 parking spaces. Parking has increased by 43 spaces and includes a total of 419 parking spaces which is 30 over the required amount. Parking is broken down as such: 47 garage stalls, 99 covered stalls and 273 open stalls.

Amenities for the development include a pool and clubhouse area, dog park, pickleball and basketball court, playground and grass area along with direct access to the city trail system. There will also be a 6 foot block wall around the entire development as shown on the plan. The proposed building height is 36' 8".

Staff is supportive of this project at this location with the exterior finishes, building layout and overall design of the project being adequate.

Recommendation

The Planning Commission reviewed this request on June 05, 2024 and unanimously recommended approval of Z-24-02, for the proposed PUD-R Multiple Family Development design standards zone change, based on the following findings and conditions:

Findings

1. That the requested zoning conforms to the intent of the land use designation of the General Plan.
2. The utilities that will be necessary for this type of development will be readily accessible to the site.

Conditions

1. The project shall conform to the standards of the PUD - Residential (Multiple Family Development) Zone.
2. A traffic study shall be submitted for review and approval prior to submitting building permit applications. The study will address the city's Master Transportation Plan.
3. A final drainage study and grading and drainage plan shall be submitted for review and approval prior to site development. Development of the site shall comply with the recommendations of the geotechnical study and drainage study, and improvements for drainage and detention shall be approved by the Public Works Department.
4. The elevations of the buildings shall be as portrayed in this submittal.
5. Detailed landscape and irrigation plans shall be submitted for review and approval prior to building permit applications and shall conform to the city's water conservation ordinance and approved zoning plan. The developer shall install the landscaping and irrigation infrastructure prior to the occupancy of any unit.
6. Block walls (six feet in height min./max.) will be required along the exterior boundaries of the development. Details for the required perimeter block walls shall be submitted for review and approval with the site development plans.

7. All structure and site improvements shall meet the requirements of City-adopted building and fire codes.
8. A Post Construction Maintenance Agreement needs to be recorded prior to any plat recordations.
9. The proposed amenities will be completed before one-third (1/3) build out of the development. Roughly, before the 60th unit is completed.
10. Details for dumpster screening methods shall be submitted for review and approval with the building permit applications.
11. All outdoor lighting will be directed inward to the development.
12. The applicant shall work with staff in the trail placement.
13. The stoplight at Telegraph and 500 West will be designed and installed when warranted.

June 05, 2024 Planning Commission Minutes

Public Hearing for consideration and recommendation to the City Council for Zone Change Z-24-02 revising the current design standards of the PUD-R located at 115 North 500 West. Applicant: Turner Rockworth Apartments, LLC.

https://youtube.com/live/IN7zXL_k0A4?t=190

City Planner Eldon Gibb reviewed the application.

Commissioner Hansen opened the public hearing.

The following individuals spoke to this item.

- Serra Nemelka
- Don Wiley
- George Staheli

Commissioner Hansen closed the public hearing.

Applicant Serra Nemelka discussed the application with the Commission.

Project Development Manager John Hehnke addressed questions regarding the application.

Commissioner Bulloch made a motion to recommend approval to the City Council for Zone Change Request Z-24-02. Commissioner Tupou seconded the motion; which passed with the following roll call vote:

<i>Commissioner Anderson</i>	<i>Aye</i>
<i>Commissioner Bulloch</i>	<i>Aye</i>
<i>Commissioner Hansen</i>	<i>Aye</i>
<i>Commissioner Scheel</i>	<i>Aye</i>
<i>Commissioner Tupou</i>	<i>Aye</i>



Washington City,

We respectfully request the City grants an amendment to our current entitlements updating the site with in the PD Zoning for the Turner Rock Apartment Site located at approximately 440 W 100 N in Washington, Utah (containing 5 parcels, W-3-A, W-200-A-2, W-4-B, W-9-C, W-9-A-2-C, which were recently consolidated into one). Over the past year we have received civil site plan approval and submitted all buildings for permit review. Many obstacles have precluded us from moving as quickly as we would have liked, including FEMA flood mapping, which held up the initial civil review, and market changes, including drastic increases in interest rates. Our site plan approval was granted September 21st, 2023, with our current entitlement set to expire on November 25th, 2023. We have applied for an extension of the current entitlements but concurrently would like to explore the options of an alternative site plan, with more efficient building layouts. This site plan would allow for more open space, less buildings but the same number of units. Overall, it will help us to achieve potential alternative financing options and keep construction cost down. We still intend to work diligently to commence construction on the project. We hope the City will grant the PD Zone change so that we are able to keep pushing forward with this new development.

Best,

A handwritten signature in blue ink, appearing to read 'Tom Henriod', is written over a faint, light blue circular stamp.

Tom Henriod

Turner Rock Apartments and Rockworth Companies

Managing Partner

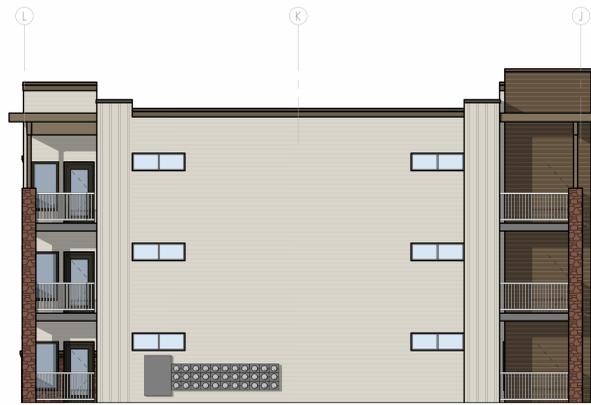


PROJECT FLOW CARD

Z-24-02 Zone Change/PUD-R Millcreek Apartments

Planning	Reviewed. OK to move forward.	
Hillside	NA	
Public Works	Reviewed, no concerns	
Engineer	Reviewed, no concerns	
Fire Dept.	Reviewed, no concerns	
Parks/Trails	Reviewed, no concerns	
Building Dept.	Reviewed, no concerns	
Washington Power	Reviewed, no concerns	
Dixie Power	NA	
Economic Dev.	Reviewed. No concerns. Residential rooftops in this area help support and stimulate planned commercial development for the nearby general planned business development. RH	

Additional Comments:



4 BLDG 1 - WEST ELEVATION
A121 1/8" = 1'-0"



2 BLDG 1 - EAST ELEVATION
A121 1/8" = 1'-0"

EXTERIOR MATERIALS LEGEND

-  MANUFACTURED STONE
- RED/EARTH TONES
-  FIBER CEMENT SIDING
- BEIGE
-  FIBER CEMENT SIDING
- BROWN
-  FIBER CEMENT BOARD & BATTEN
- BEIGE
-  NATURAL LUMBER
- DARK BROWN
-  TRIMS / METALS
- DARK BROWN

ACTUAL COLORS & TEXTURES MAY VARY



1 BLDG 1 - NORTH ELEVATION
A121 1/8" = 1'-0"



3 BLDG 1 - SOUTH ELEVATION
A121 1/8" = 1'-0"

RESIDENCES AT MILLCREEK

CONCEPTUAL EXTERIOR ELEVATIONS



ROCKWORTH
COMPANIES

RESIDENCES AT MILLCREEK
WASHINGTON, UT



FIBER CEMENT SIDING
BEIGE
WOOD GRAIN



FIBER CEMENT SIDING
BROWN
WOOD GRAIN

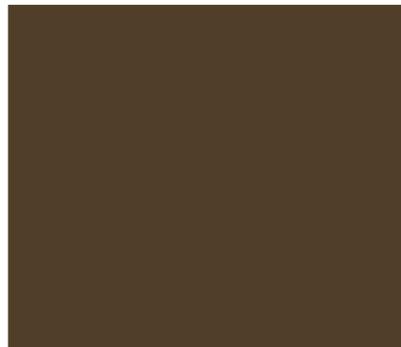


urbia
ARCHITECTS & ENGINEERS

BOARD & BATTEN SIDING
BEIGE - SMOOTH



LUMBER / TRIMS
DARK BROWN



MANUFACTURED STONE
RED/EARTH TONES



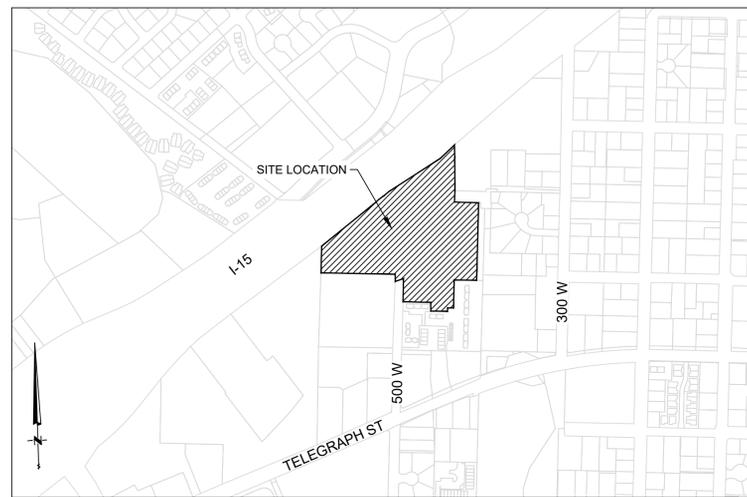
ACTUAL COLORS & TEXTURES MAY VARY

B&G PROJECT NUMBER 221006
ROCKWORTH APARTMENTS

**PD ZONE CHANGE
 LOCATED IN WASHINGTON, UTAH**

SECTION 15, T 42 S, R 15 W, SLB&M
 PARCEL # W-3-A-1

VICINITY MAP



PROJECT MAP



SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	GRADING PLAN
4	UTILITY PLAN
5	DETAILS



No.	Date	By	Revision

BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 205 East Tabernacle Suite #4
 St. George, Utah 84770
 Phone (435) 673-2337 / Fax (435) 673-3161
 www.bushandgudgell.com



DATE: MAY 2024
 DRAWN: CBW/NG
 APPROVED: WFM
 SCALE: NOTED
 JOB NO.: 221006

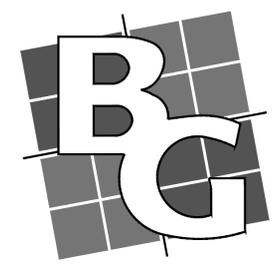
COVER SHEET
 ROCKWORTH APARTMENTS
 LOCATED IN WASHINGTON, UTAH

SHEET 1 OF 5 SHEETS
 FILE: 221006 - ZONE CHANGE



OWNER / DEVELOPER
 ROCKWORTH COMPANIES
 4655 S 2300 E #205
 HOLLADAY, UT 84117
 SERRA NEMELKA
 (385)-313-4462

ENGINEERING CONTACT
 BUSH AND GUDGELL, INC.
 205 EAST TABERNAACLE #4
 ST GEORGE, UT 84770
 RICK MEYER - PROJECT MANAGER
 (435)-673-2337



MAY 2024

BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors

205 East Tabernacle #4
 St. George, Utah 84770
 Phone (435) 673-2337

GENERAL NOTES

- 1) CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK IN ANY ZONE.
- 2) ALL WORK AND MATERIALS SHALL COMPLY WITH WASHINGTON CITY STANDARD SPECIFICATIONS.
- 3) PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINS. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT AND GRADING PERMIT NUMBER.
- 4) PROJECTS SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES.
- 5) A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICE INSPECTORS.
- 6) FOLLOW APPENDIX 'J' STANDARDS FOUND IN THE IBC.
- 7) ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT THE DRIVER'S VIEW.

DUST CONTROL

- THESE DUST CONTROL MEASURES MUST BE OBSERVED AT ALL TIMES:
- EARTH MOVING ACTIVITIES:**
- 1) APPLY WATER BY MEANS OF TRUCKS, HOSES AND/OR SPRINKLERS AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING AND AFTER EARTH-MOVING ACTIVITIES.
 - 2) PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS OR EQUIPMENT PENETRATION.
 - 3) APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
 - 4) OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.
- DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:**
- 1) WHEN ACTIVE CONSTRUCTION OPERATIONS HAVE CEASED, APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST AND PRIOR TO EXPECTED WIND EVENTS.
 - 2) INSTALL FENCE BARRIER AND/OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS.



LEGEND

- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED 5' SIDEWALK
- PROPOSED RETAINING WALL
- DRAINAGE FLOW LINE
- DUMPSTER LOCATIONS
- COVERED PARKING
- GARAGE PARKING

PROJECT INFORMATION

GENERAL SITE INFO			
GENERAL PLAN	EXISTING	PROPOSED	
HD	HD	HD	
ZONING	PUD-R	PUD-R	
SITE AREAS			
	SQ FT	AC	%
TOTAL	488,850.70	11.22	100.00
BUILDINGS	79,930.00	1.83	16.35
LANDSCAPE AREAS	89,594.00	2.06	18.33
OTHER OPEN SPACE	129,361.00	2.97	26.46
AMENITY	28,062.00	0.60	5.33
PARKING			
	# UNITS	PARKING REOMT	REQ PARKING
ONE BEDROOM UNITS	54	1.5 PER UNIT	81
TWO BEDROOM UNITS	96	2.0 PER UNIT	192
THREE BEDROOM UNITS	30	2.0 PER UNIT	60
TOTAL UNITS	180	1 PER 3.25 UNITS	56
TOTAL PARKING REQUIRED		389	
TOTAL PARKING PROVIDED		419	
GARAGE PARKING		47	
COVERED PARKING		99	
TOTAL GARAGE & COVERED PARKING		146	
ADA PARKING REQUIRED		9	
ADA PARKING PROVIDED		10	
AMENITIES			
POOL AMENITY & CLUBHOUSE			11,522 SQ FT
DOG PARK			7,450 SQ FT
PICKLEBALL, BASKETBALL, PLAYGROUND			14,510 SQ FT
GRASS AREA			12,570 SQ FT
TOTAL AMENITY			46,052
DENSITY CALCULATIONS			
TOTAL DENSITY	16 UNITS PER AC	180 UNITS	

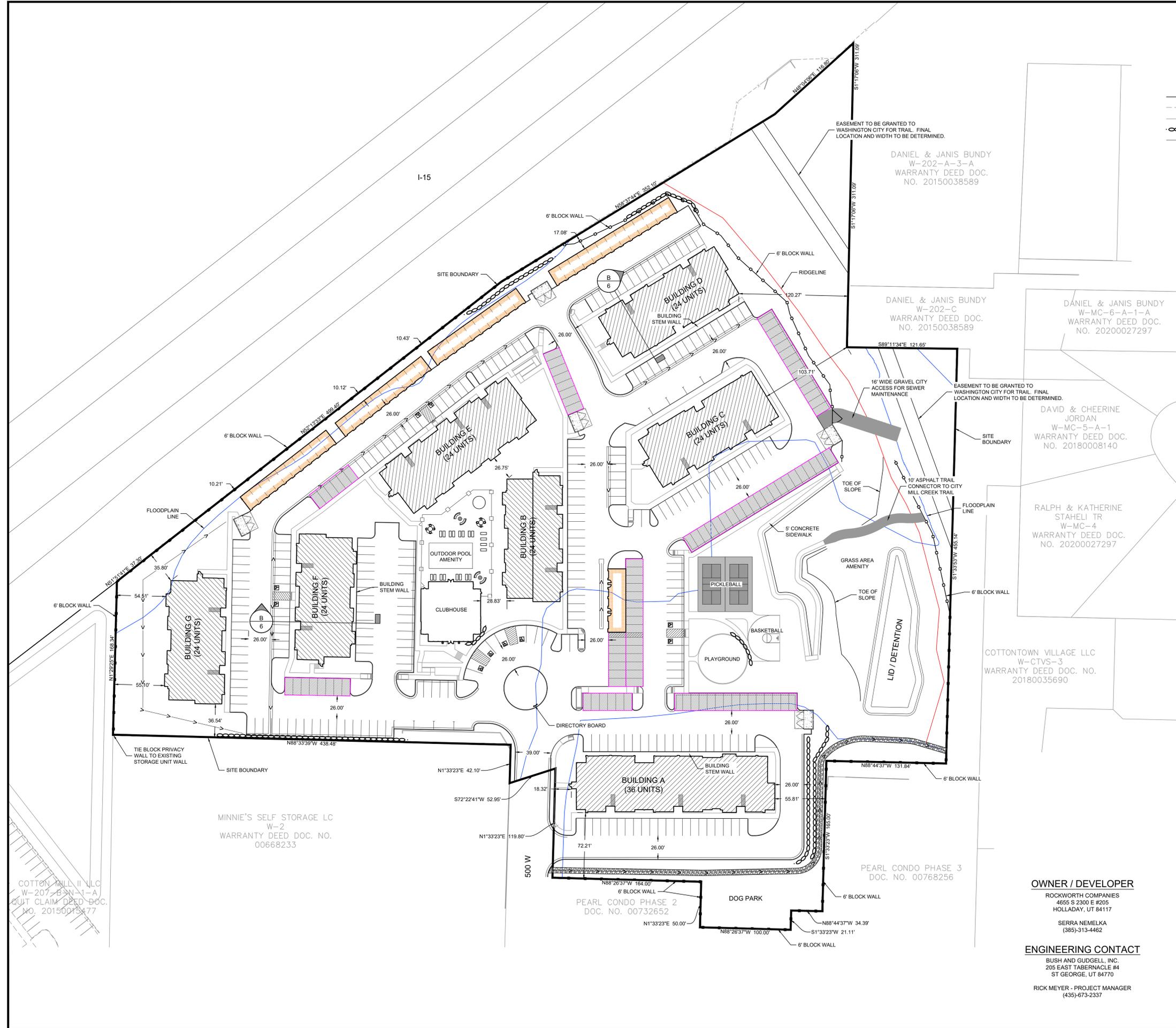
BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 205 East Tabernacle Suite #4
 St. George, Utah 84770
 Phone (435) 673-2337 / Fax (435) 673-3161
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DATE: MAY 2024
 DRAWN: CBW/NG
 APPROVED: WFM
 SCALE: 1"=50'
 JOB NO.: 221006

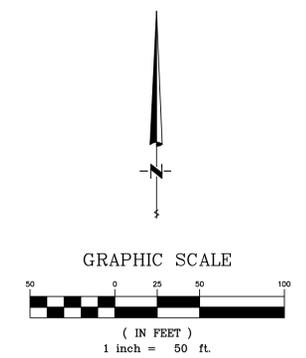
SITE PLAN
 ROCKWORTH APARTMENTS
 LOCATED IN WASHINGTON, UTAH

SHEET 2 OF 5 SHEETS
 FILE: 221006 - DMC QDWZ



OWNER / DEVELOPER
 ROCKWORTH COMPANIES
 4655 S 2300 E #205
 HOLLADAY, UT 84117
 SERRA NEMELKA
 (385) 313-4462

ENGINEERING CONTACT
 BUSH AND GUDGELL, INC.
 205 EAST TABERNAACLE #4
 ST GEORGE, UT 84770
 RICK MEYER - PROJECT MANAGER
 (435) 673-2337





APPROXIMATELY 17,210 CU.YD. OF CUT, 44,780 CU.YD. OF FILL AND 27,570 CU.YD. OF IMPORT MATERIAL IS REQUIRED (FOR GRADING PERMIT ONLY). THE CONTRACTOR SHOULD VERIFY THE QUANTITIES FOR COMPLETION OF WORK. QUANTITIES ARE BASED ON FINISH GRADE OF ROADS & PADS.

ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL IMPORTED STRUCTURAL FILL SHALL BE PLACED IN 8-INCH LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY (ASTM D-1557).

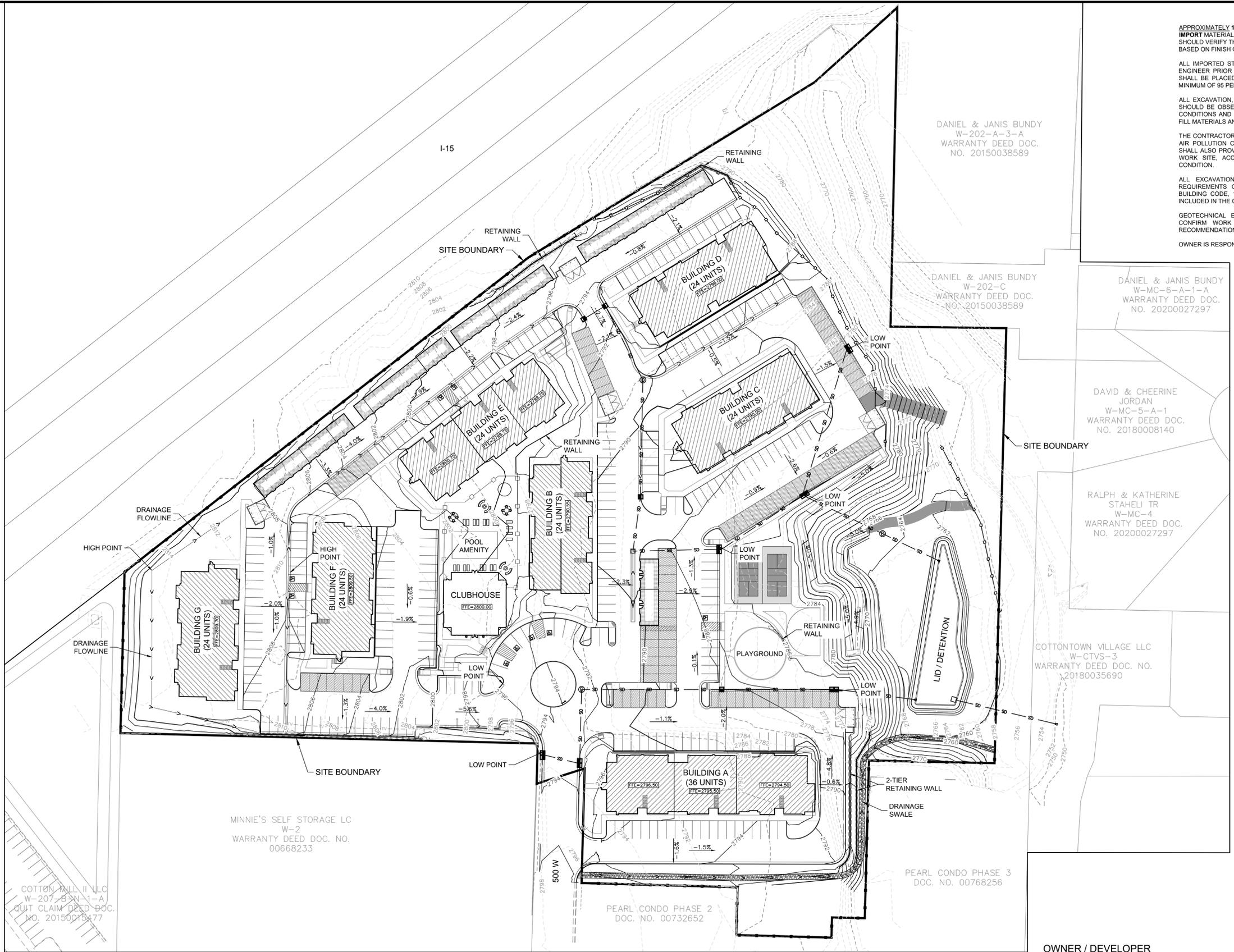
ALL EXCAVATION, GRADING AND FILL OPERATIONS WITHIN THE BUILDING AREA SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUB-SOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH COMPACTION REQUIREMENTS.

THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE SUITABLE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.

ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF WASHINGTON CITY AND APPENDIX K OF THE UNIFORM BUILDING CODE, 1994 EDITION, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEOTECHNICAL STUDY.

GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFIRM WORK HAS BEEN PERFORMED IN CONFORMANCE WITH THEIR RECOMMENDATIONS.

OWNER IS RESPONSIBLE FOR ALL ON-SITE DRAINAGE AND DETENTION.



DANIEL & JANIS BUNDY
W-202-A-3-A
WARRANTY DEED DOC.
NO. 20150038589

DANIEL & JANIS BUNDY
W-202-C
WARRANTY DEED DOC.
NO. 20150038589

DANIEL & JANIS BUNDY
W-MC-6-A-1-A
WARRANTY DEED DOC.
NO. 20200027297

DAVID & CHEERINE
JORDAN
W-MC-5-A-1
WARRANTY DEED DOC.
NO. 20180008140

RALPH & KATHERINE
STAHELI TR
W-MC-4
WARRANTY DEED DOC.
NO. 20200027297

COTTONTOWN VILLAGE LLC
W-CTVS-3
WARRANTY DEED DOC. NO.
20180035690

MINNIE'S SELF STORAGE LC
W-2
WARRANTY DEED DOC. NO.
00668233

COTTON HILL II LLC
W-207-B-N-1-A
QUIT CLAIM DEED DOC.
NO. 20150015477

PEARL CONDO PHASE 2
DOC. NO. 00732652

PEARL CONDO PHASE 3
DOC. NO. 00768256

LEGEND

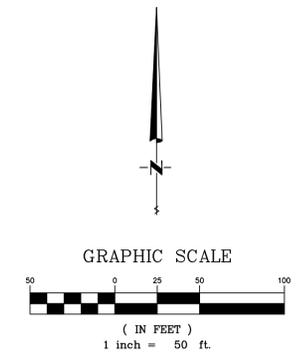
	EXISTING GROUND CONTOUR		LOT LINE
	FINISH GROUND CONTOUR		CURB & GUTTER
	FINISH FLOOR ELEVATION		EXISTING CURB & GUTTER
	PROPOSED STORM DRAIN MANHOLE		PROPOSED RETAINING WALL
	PROPOSED CATCH BASIN		

OWNER / DEVELOPER
ROCKWORTH COMPANIES
4655 S 2300 E #205
HOLLADAY, UT 84117

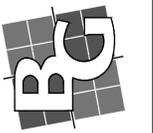
SERRA NEMELKA
(385)-313-4462

ENGINEERING CONTACT
BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST GEORGE, UT 84770

RICK MEYER - PROJECT MANAGER
(435)-673-2337



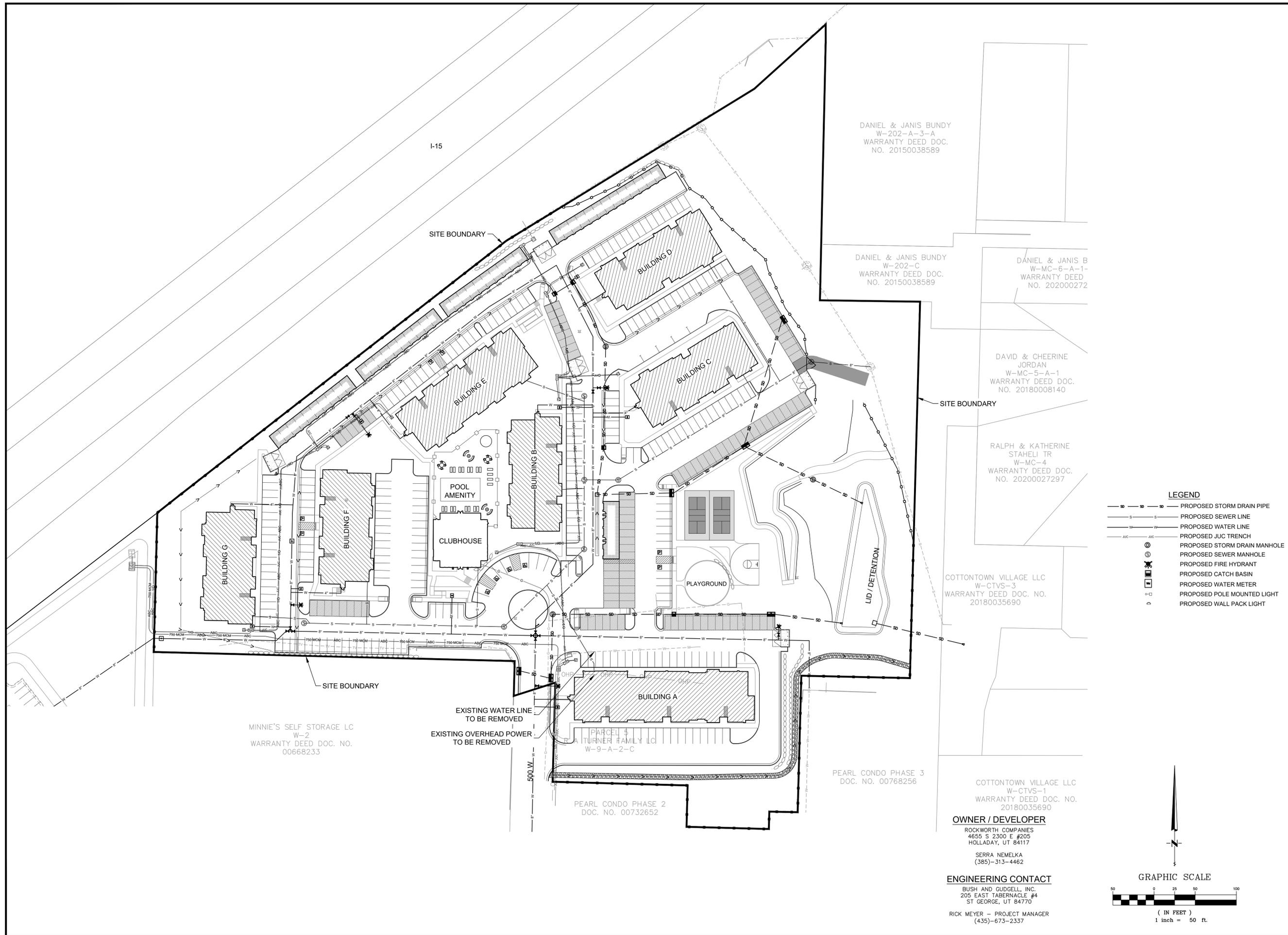
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Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: MAY 2024
DRAWN: CBW/MG
APPROVED: WFM
SCALE: 1"=50'
JOB NO.: 221006

GRADING PLAN
ROCKWORTH APARTMENTS
LOCATED IN WASHINGTON, UTAH

SHEET 3 OF 5 SHEETS
FILE: 221006 - DMC.DWG



No.	Date	By	Revision

BUSH & GUDGELL, INC.
 Engineers - Planners - Surveyors
 205 East Tabernacle Suite #4
 St. George, Utah 84770
 Phone (435) 673-2337 / Fax (435) 673-3161
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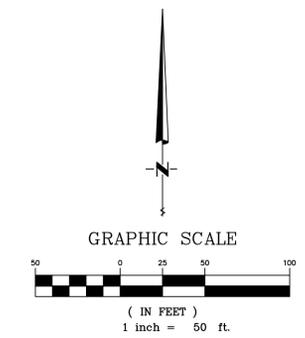


DATE: MAY 2024
 DRAWN: CBW/AG
 APPROVED: WFM
 SCALE: 1"=50'
 JOB NO.: 221006

UTILITY PLAN
 ROCKWORTH APARTMENTS
 LOCATED IN WASHINGTON, UTAH

SHEET 4 OF 5 SHEETS
 FILE: 221006 - DIM QDWZ

- LEGEND**
- PROPOSED STORM DRAIN PIPE
 - S—S—S— PROPOSED SEWER LINE
 - W—W—W— PROPOSED WATER LINE
 - A/C—A/C—A/C— PROPOSED JUC TRENCH
 - ⊙ PROPOSED STORM DRAIN MANHOLE
 - ⊙ PROPOSED SEWER MANHOLE
 - ⊙ PROPOSED FIRE HYDRANT
 - ⊙ PROPOSED CATCH BASIN
 - ⊙ PROPOSED WATER METER
 - ⊙ PROPOSED POLE MOUNTED LIGHT
 - ⊙ PROPOSED WALL PACK LIGHT



OWNER / DEVELOPER
 ROCKWORTH COMPANIES
 4655 S 2300 E #205
 HOLLADAY, UT 84117
 SERRA NEMELKA
 (385)-313-4462

ENGINEERING CONTACT
 BUSH AND GUDGELL, INC.
 205 EAST TABERNACLE #4
 ST GEORGE, UT 84770
 RICK MEYER - PROJECT MANAGER
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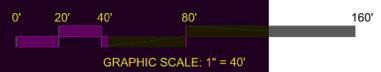


DATE PROJECT NUMBER PROJECT DEVELOPER/CLIENT LANDSCAPE ARCHITECT / PLANNER LICENSE STAMP DRAWN BY

3/20/2024 UT22098

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

811 BLUE STAKES OF UTAH
 UTILITY NOTIFICATION CENTER, INC.
 1-800-662-4111
 www.bluestakes.org



RESIDENCES AT MILLCREEK

WASHINGTON, UTAH

AE URBIA
 909 W. SOUTH JORDAN PARKWAY
 SOUTH JORDAN, UT 84095
 801-575-6455

PKJ
DESIGN GROUP
 Landscape Architecture / Planning & Visualization
 3450 N. TRIUMPH BLVD. SUITE 102
 LEHI, UTAH 84043 (801) 753-5644
 www.pkjdesigngroup.com



LANDSCAPE PLAN
 PRELIMINARY PLANS NOT FOR CONSTRUCTION
 LP-COLOR

DATE	3/20/2024
DRAWN BY	JTA
CHECKED BY	SAV
PROJECT	JMA

LANDSCAPE PLAN SPECIFICATIONS

PART I - GENERAL

1.1 SUMMARY

A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:

- Site Conditions
- Guarantees
- Maintenance
- Soil Amendments
- Fine Grading
- Landscape Edging
- Furnish and Installing Plant
- Turf Planting
- Weed Barrier

1.2 SITE CONDITIONS

A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents as to a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.

B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.

C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

1.3 PERMITS

A. Blue Stake/ Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.

1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY

A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unobtainable, written substitution requests will be considered for the nearest equivalent plant size. All substitution requests must be made in writing and preferably before the bid due date.

1.5 FINAL INSPECTION

A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planting procedures, and for general appearance and vitality. Any plant not receiving approval by the Project Representative will be rejected and replaced immediately.

1.6 LANDSCAPE SUBSTANTIAL COMPLETION

A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportionated to be designated areas of a project.

1.7 MAINTENANCE

A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-guying and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.

1.8 GUARANTEE

A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee.

PART II - PRODUCTS

2.1 LANDSCAPE MATERIALS

A. Tree Staking: All trees shall be staked for one year warranty period. All trees not planted shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inches by two (2) by eight (8) foot common pine stakes used as shown on the details.

B. Tree Wrap: Tree wrap is not to be used.

C. Mulch/Rock: See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.

D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.

E. Tree, Shrub, and Grass Backfill Mixture: Backfill mixture to be 75% native soil and 25% topsoil, thoroughly mixed together prior to placement.

F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:

- PH: 5.5-7.5
- EC (electrical conductivity): < 2.0 mhos per centimeter
- SAR (sodium absorption ratio): < 3.0
- % OM (percent organic matter): >1%
- Texture (particle size per USDA soil classification): Sand <70%; Clay < 30%; Silt < 70%; Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.

G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial sod farm shall be used. Only use sod from a single source.

H. Landscape Curb Edging: six (6) inches by four (4) inches extruded concrete curb made up of the following materials:

- Washed mortar sand free of organic material.
- Portland Cement (see concrete spec. below for type)
- Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.
- Only potable water for mixing.

I. Landscape Metal Edging: 5.5" steel edging with 18" dowels into the ground for stabilization.

PART III - EXECUTION

3.1 GRADING

A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.

B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surfaced. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.

C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.

3.2 TURF GRADING

A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The surface shall be free of all materials larger than 1/2" in diameter.

B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.

3.3 PLANTING OPERATIONS

A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.

B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.

C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.

D. The tree planting hole should be the same depth as the root ball, and two times the diameter of the root ball.

E. Trees must be placed on undisturbed soil at the bottom of the planting hole.

F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.

G. Plant immediately after removal of container for container plants.

H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stake if the ball is cracked or broken before or during planting operation.

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
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SHEET INDEX

I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.

J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added. It should be a coarse mix as required to establish finish grade as indicated on the drawings.

K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.

L. Prepare a watering circle of 2" diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.

4. TURF - SOD LAYING

A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.

B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of 1/2 pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.

C. Sod Availability and Condition: Sod is to be delivered to the site in good condition. It is to be inspected upon arrival and installed within 24 hours. Sod is to be moist and cool to ensure that decomposition has not begun and is to be free of pests, diseases, or blemishes. The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and laying all sod required on the plans. He shall furnish new sod as specified above and lay it so as to completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or amount to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.

D. Sod Laying: The surface upon which the new sod to be laid will be prepared as specified in the detail and be lightly watered before laying. Areas where sod is to be laid shall be cut trimmed, (or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.

E. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also the ground. If voids or holes are discovered, the sod piece(s) is (are) to be raised and topsoil is to be used to fill in the areas until level. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.

F. Sod shall be rolled with a roller that is at least 50% full immediately after installation to ensure the full contact with soil is made.

G. Apply water directly after laying sod. Rainfall is not acceptable.

H. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner to the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system. It is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.

I. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barricades set appropriate distances with strings or tapes between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc. until such time as the lawn is accepted by the Owner.

J. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.

3.5 WEED BARRIER

A. For the health of the soil and the microorganisms, weed barrier is not recommended. If use is required or requested, do not place in annual or grass areas.

B. Cut weed barrier back to the edge of the plant rootball.

C. Overlap rows of fabric min. 6"

D. Stable fabric edges and overlaps to ground.

END OF SECTION

LANDSCAPE NOTES

INSTALLATION

1. LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.

2. DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.

3. ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.

4. SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO LAYING SOD.

5. SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MATCHING SOIL IS NOT LOCATABLE, A 6" DEPTH OF SANDY LOAM TOPSOIL, MIXED PRIOR TO SPREADING WITH 2-3" OF QUALITY COMPOST CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL. SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE.

6. SOD FOR NEW LAWN AREAS SHALL BE A DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.

7. EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-6" TREE RING OF THE SAME EDGING.

8. IF REQUIRED BY CITY OR OWNER SPECIFIED, DEWITT 5 OZ WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN. WEED BARRIER SHALL BE CUT BACK FROM EACH PLANT TO THE DIAMETER OF THE ROOTBALL.

9. ROCK MULCH (ORGANIC MULCH) TO BE APPLIED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AND MATERIAL (ORGANIC MULCH). NO MULCH SHALL BE PLACED WITHIN 12" OF BASE OF TREE AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS.

10. A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS. LAWN AREAS TO RECEIVE AT LEAST 100% HEAD TO HEAD COVERAGE AND PLANTER AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT EDGE OF ROOTBALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.

11. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE.

INSTALLER RESPONSIBILITIES AND LIABILITIES

1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.

2. LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.

SYMBOL	LANDSCAPE DESCRIPTION	QTY
	1-22 PLAYGROUND SURFACE. SOF' FALL ENGINEERED WOOD FIBER. INSTALL AS PER MANUFACTURERS SPECIFICATIONS.	84.79 cy
	1-17 BOULDERS - DECORATIVE MOHAVE GOLD. SEE CHEYENNEROCK.COM	623
	1-23 ARTIFICIAL TURF. INSTALL PER MANUFACTURER SPECIFICATIONS.	4,488 sf
	1-01 SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH RTF WATER SAVER RHIZOMATOUS TALL FESCUE. SEE REDDESERTSODFARM.COM. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS TO RECEIVER MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED LAWN. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4") DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	15,532 sf
	1-09 1/2" MINUS MOHAVE GOLD CRUSHED ROCK OR APPROVED EQUAL. SEE CHEYENNEROCK.COM ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	74,665 sf
	1-10 1" MINUS WASATCH GREY CRUSHED ROCK OR APPROVED EQUAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	833 sf
	1-13 2-8" REDWOOD COBBLE OR APPROVED EQUAL SEE LANDSCAPESUPPLYUTAH.COM ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 9-12" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL LARGE ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	47,296 sf
	1-19 5.5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	2,599 lf

SUCCULENTS

	AM2	33	Agave americana 'Marginata' Variegated Century Plant	5 gal
	AT	110	Agave parryi truncata Artichoke Parry's Agave	5 gal
	DQ'M	54	Dasylirion quadrangulatum Mexican Grass Tree	5 gal
	DW'S	81	Dasylirion wheeleri Grey Desert Spoon	5 gal
	FS	21	Fouquieria splendens Ocotillo	5 gal
	HF'G	17	Hesperaloe funifera Giant Hesperaloe	5 gal
	NM'S	74	Nolana microcarpa Sacahuista	5 gal

SITE MATERIALS LEGEND

	1-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH RTF WATER SAVER RHIZOMATOUS TALL FESCUE. SEE REDDESERTSODFARM.COM. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS TO RECEIVER MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED LAWN. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4") DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	15,532 sf
	1-09	1/2" MINUS MOHAVE GOLD CRUSHED ROCK OR APPROVED EQUAL. SEE CHEYENNEROCK.COM ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	74,665 sf
	1-10	1" MINUS WASATCH GREY CRUSHED ROCK OR APPROVED EQUAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	833 sf
	1-13	2-8" REDWOOD COBBLE OR APPROVED EQUAL SEE LANDSCAPESUPPLYUTAH.COM ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 9-12" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL LARGE ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	47,296 sf
	1-19	5.5" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	2,599 lf

PLANT LEGEND

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
CONIFERS						
	CA'B	9	Cupressus arizonica glabra 'Blue Ice' Blue Ice Arizona Cypress	B & B		5'-6'
	CS'I	25	Cupressus sempervirens Italian Cypress	B & B		5'-6'
DECIDUOUS TREES						
	CL'B	11	Chilopsis linearis 'Burgundy Lace' Burgundy Lace Desert Willow	B & B		Multi-trunked
	LX'A	23	Lagerstroemia indica x fauriei 'Arapaho' Arapaho Crape Myrtle	B & B		Multi-trunked
	PCR	11	Pistacia chinensis 'Red Push' Red Push Chinese Pistache	B & B		2" Cal
EVERGREEN TREES						
	AS'S	29	Acacia stenophylla Shoestring Acacia	B & B		2" Cal
	C'DM	6	Cercidium x 'Desert Museum' Desert Museum Palo Verde	B & B		
	OE'W	12	Olea europaea 'Wilsonii' Wilson Olive	B & B		2" Cal
PALMS						
	WF'C	19	Washingtonia filifera California Fan Palm	B & B		2" Cal
SYMBOL CODE QTY BOTANICAL / COMMON NAME CONT						
DECIDUOUS SHRUBS						
	LTC	30	Larrea tridentata Creosote Bush			5 gal
	SG'R	192	Salvia greggii 'Red' Red Autumn Sage			3 gal
EVERGREEN SHRUBS						
	LJL	99	Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Texas Sage			5 gal
	LZ'C	20	Leucophyllum zygophyllum Cimmeron Texas Sage			5 gal
	RO'P	82	Rosmarinus officinalis 'Prostratus' Creeping Rosemary			5 gal
	SP'B	38	Salvia pachyphylla 'Blue Flame' Blue Flame Blue Sage			2 gal
GRASSES						
	MR'D	253	Muhlenbergia rigens Deer Grass			2 gal
PERENNIALS						
	BM'D	107	Baileya multiradiata Desert Marigold			1 gal
	GL'P	101	Gaura lindheimeri 'Siskiyou Pink' Siskiyou Pink Gaura			1 gal
	LSS	82	Lavandula stoechas Spanish Lavender			1 gal

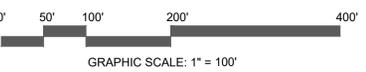
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3/22/2024	UT22098			AE URBIA 909 W. SOUTH JORDAN PARKWAY SOUTH JORDAN, UT 84095 801-575-6455	PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com		PM: JTA DRAWN: SAV CHECKED: JMA PLOT DATE: 3/22/2024



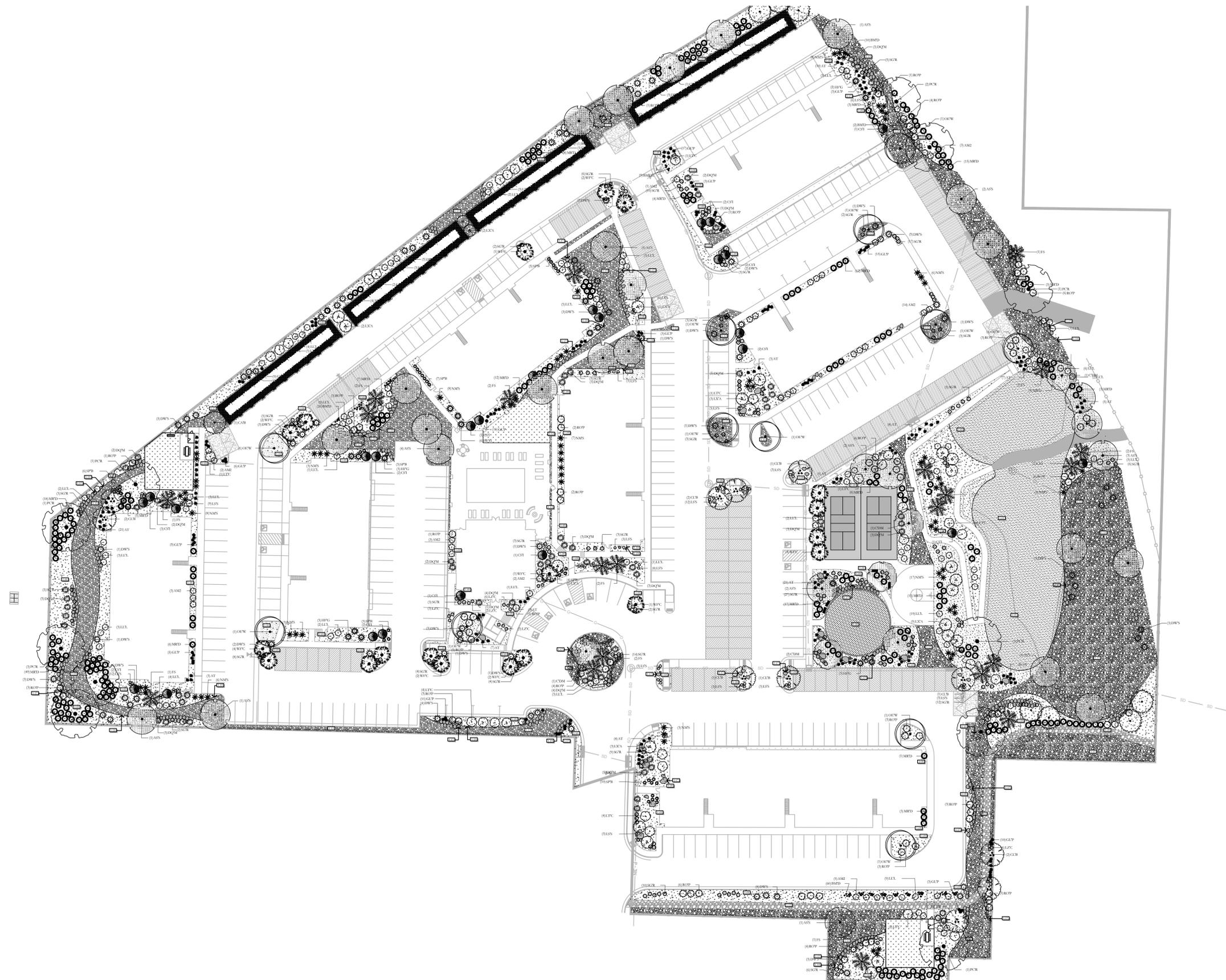
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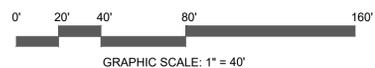


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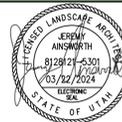


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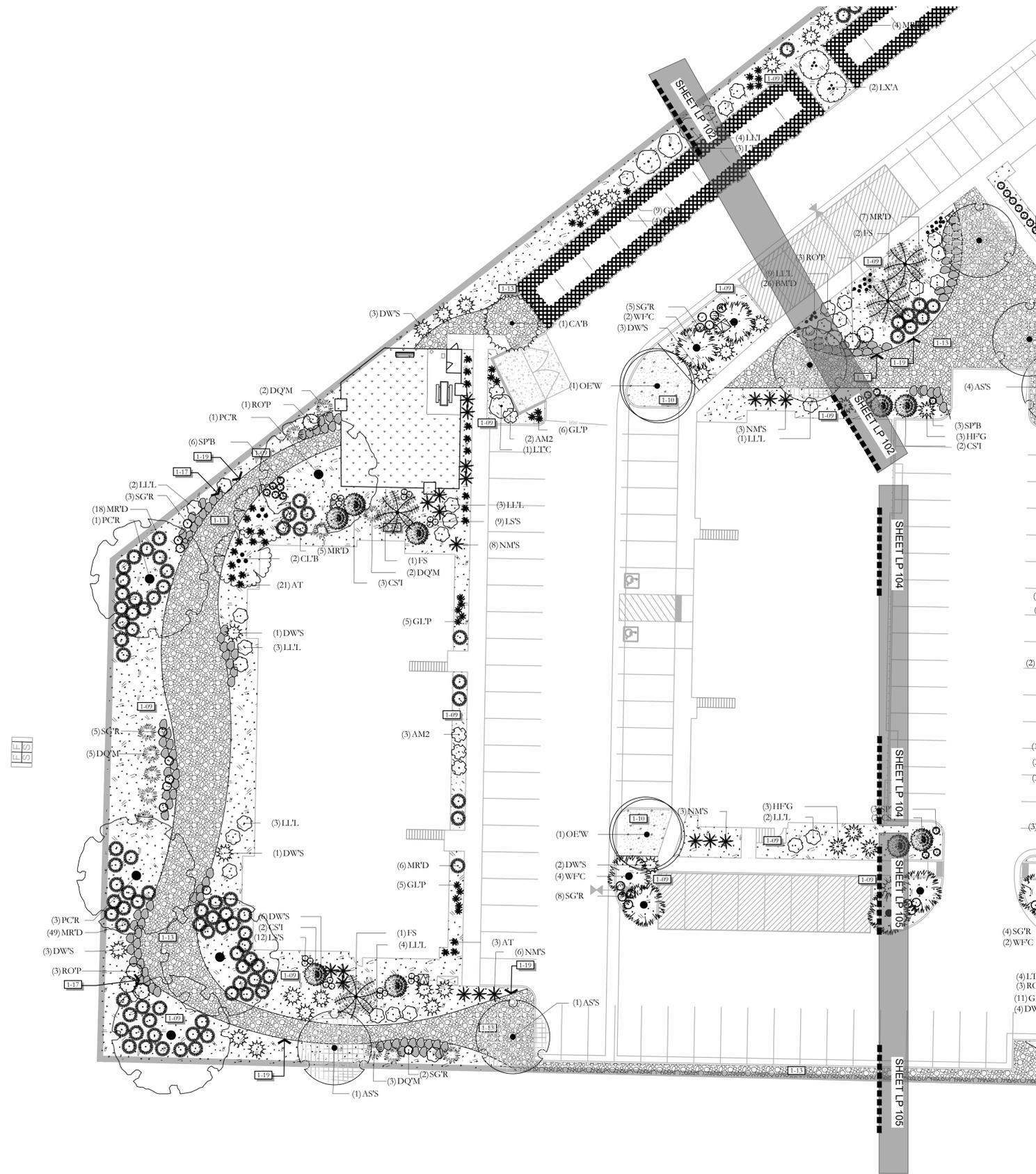


LANDSCAPE PLAN OVERALL

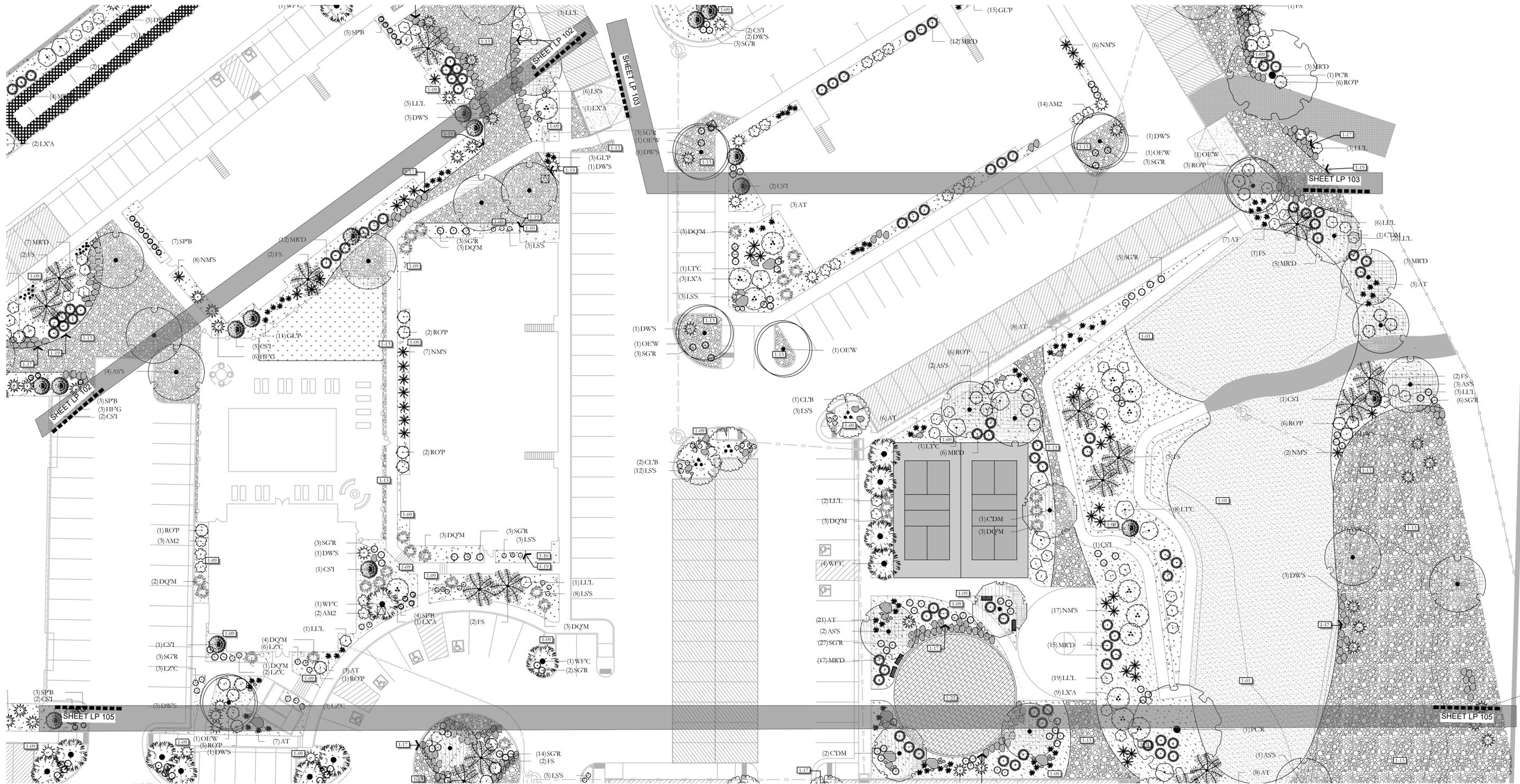
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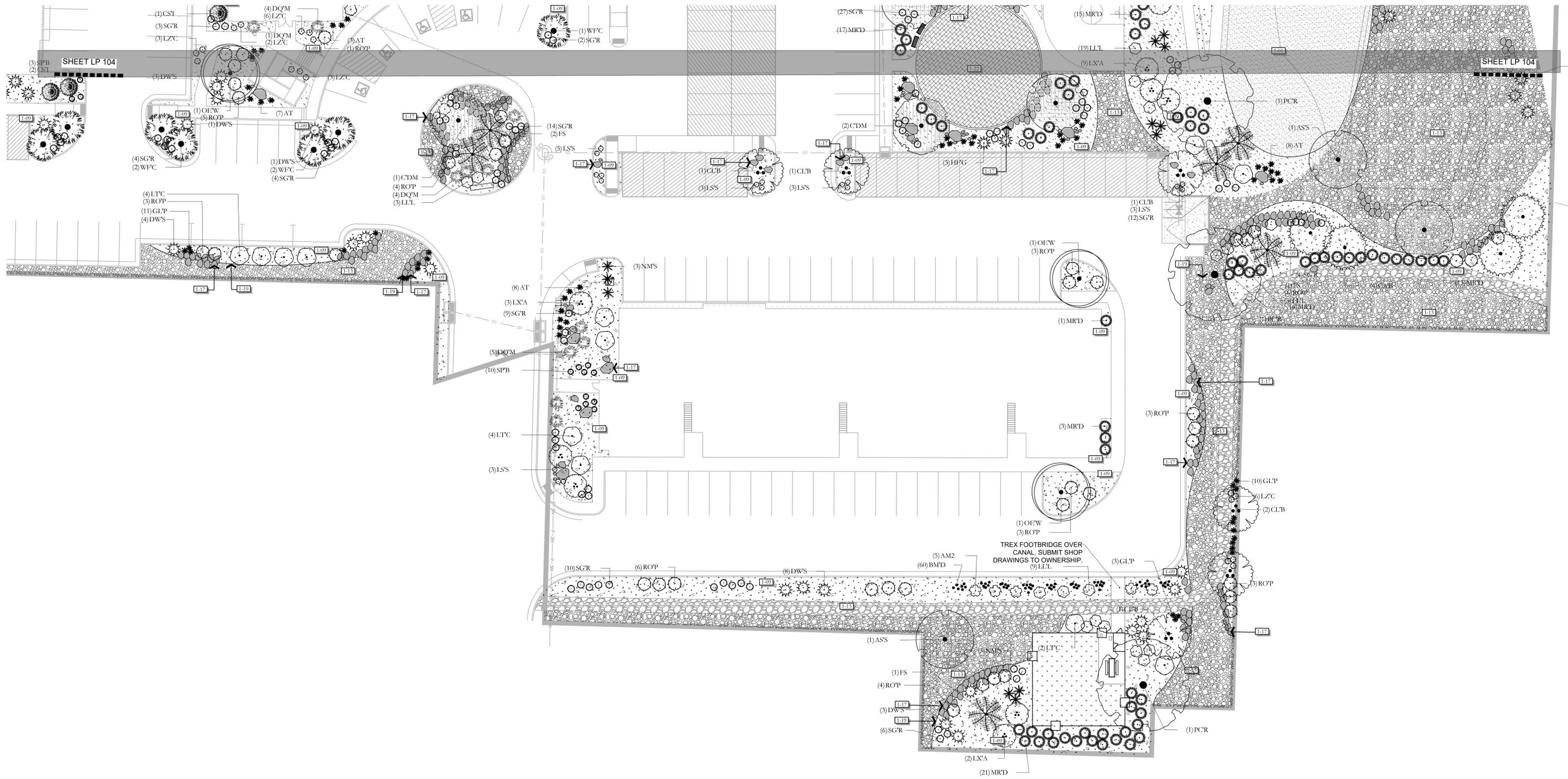
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3/22/2024		UT22098		 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org		<h1>RESIDENCES AT MILLCREEK</h1> <h2>WASHINGTON, UTAH</h2>		AE URBIA 909 W. SOUTH JORDAN PARKWAY SOUTH JORDAN, UT 84095 801-575-6455		 PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com		 JTA 3128424-5301 03/22/2024 STATE OF UTAH		PM: JTA DRAWN: SAV CHECKED: JMA PLOT DATE: 3/22/2024 LANDSCAPE PLAN PERMIT SET LP-101	
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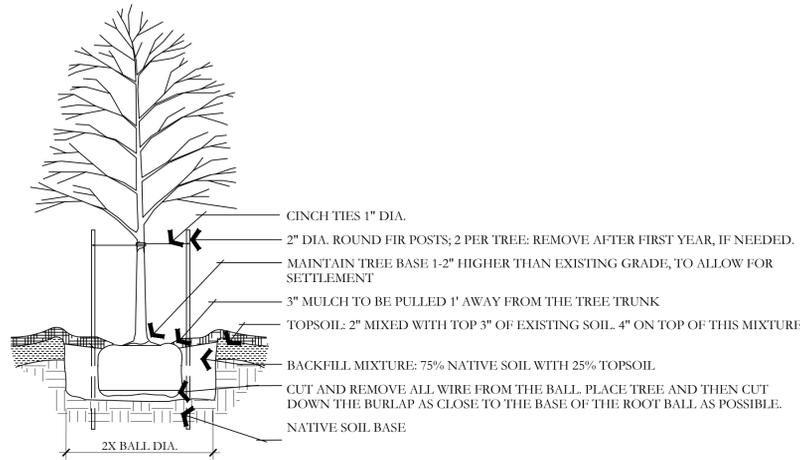


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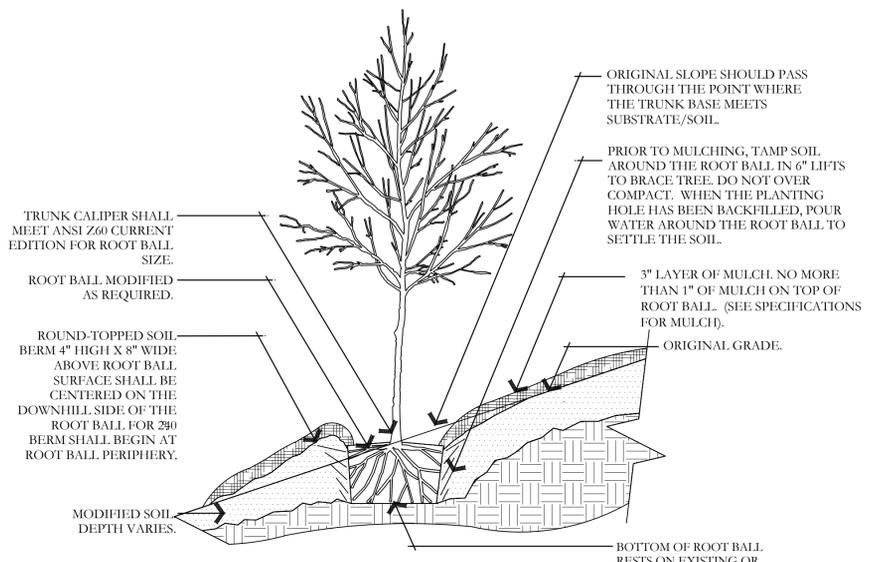


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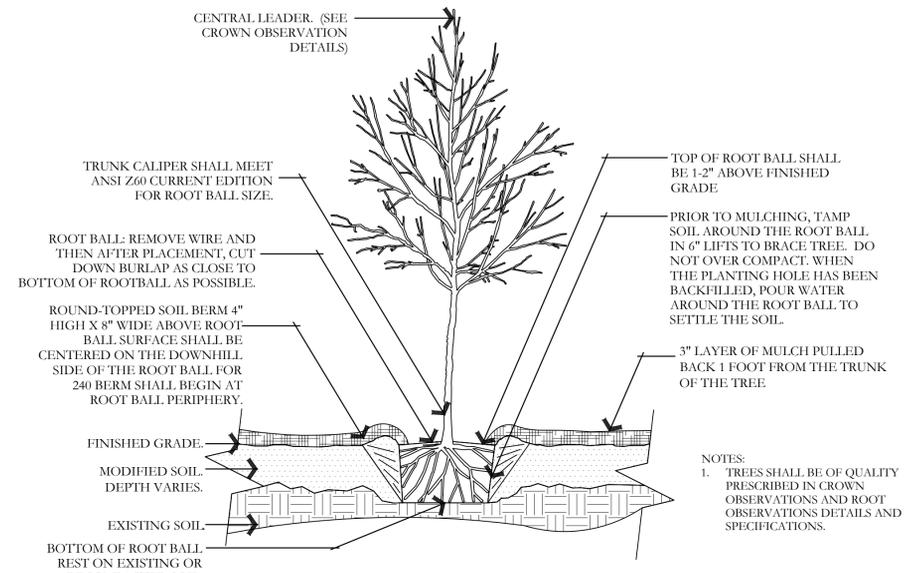
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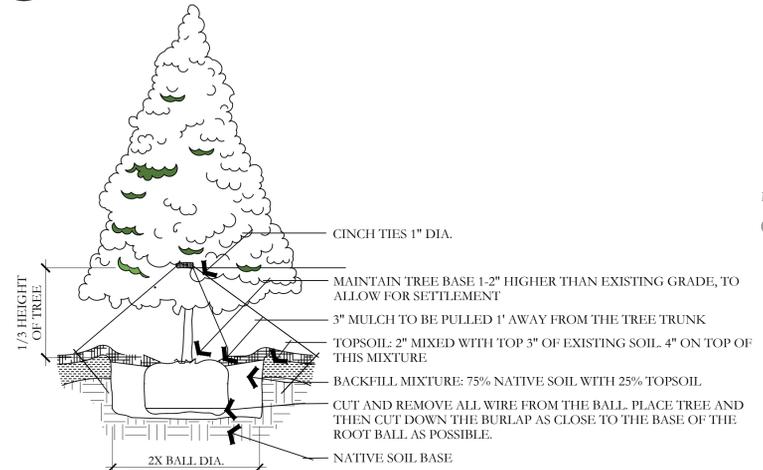
A DECIDUOUS TREE PLANTING
NOT TO SCALE



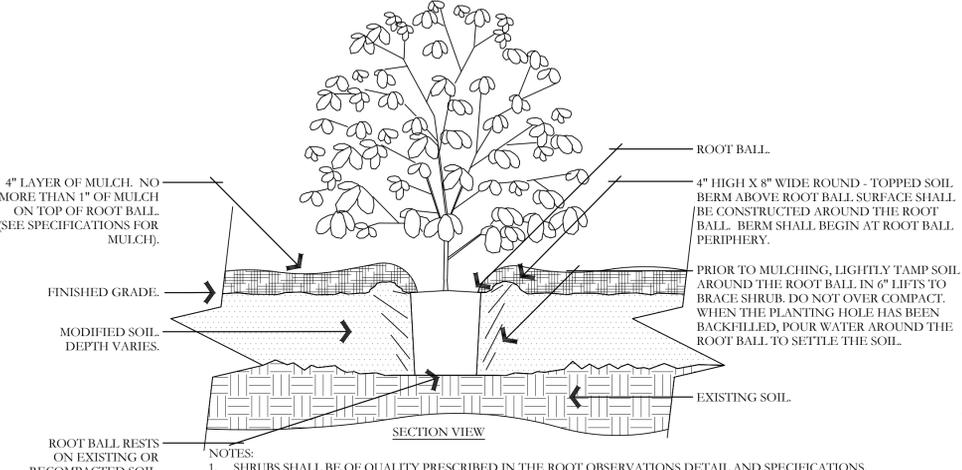
B TREE ON SLOPE 5% (20:1) TO 50% (2:1)
NOT TO SCALE



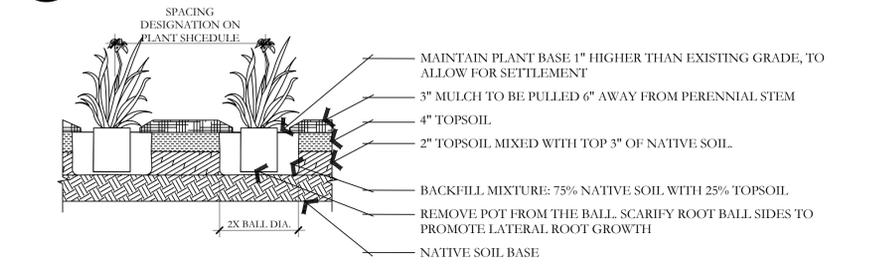
C TREE W/ BERM (EXISTING SOIL MODIFIED)
NOT TO SCALE



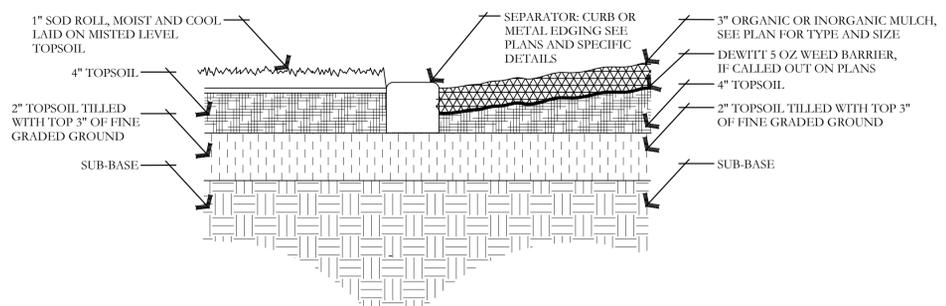
D EVERGREEN TREE PLANTING
NOT TO SCALE



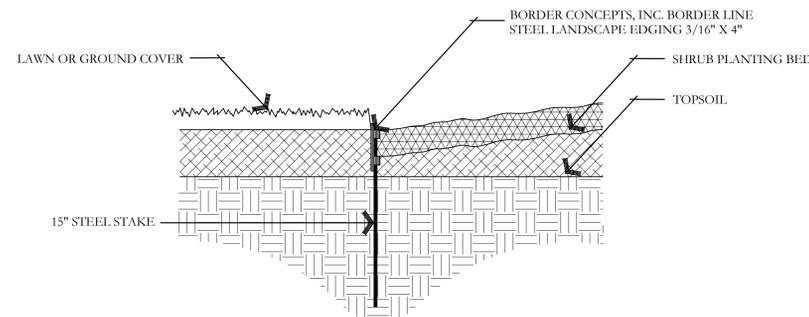
E SHRUB - MODIFIED SOIL
NOT TO SCALE



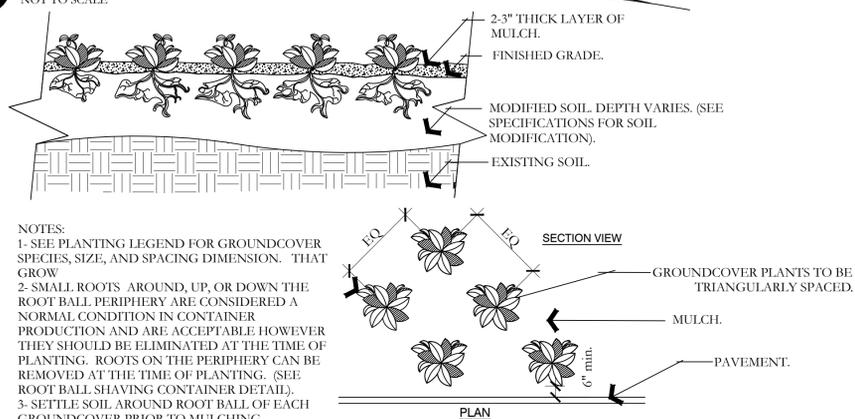
F PERENNIAL PLANTING
NOT TO SCALE



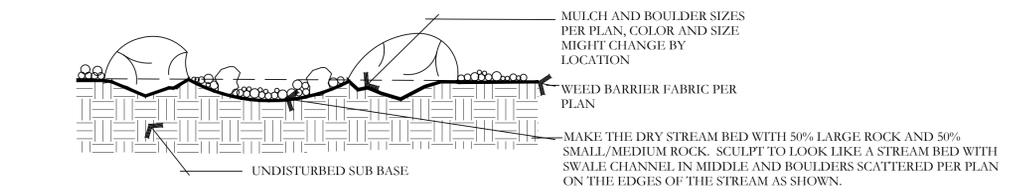
I SOD LAYING/MULCH DETAIL
NOT TO SCALE



G METAL EDGING DETAIL
NOT TO SCALE



H PERENNIAL/GROUNDCOVER PLANTING
NOT TO SCALE



J BOULDER AND DRY STREAM BED DETAIL
NOT TO SCALE

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
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3/22/2024 UT22098

NO.	REVISION	DATE
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DESIGN GROUP
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LEHI, UTAH 84043 (801) 753-5644
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CHECKED:	JMA
PLOT DATE:	3/22/2024

LANDSCAPE DETAILS
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LP-501

RESIDENCES AT MILLCREEK WASHINGTON, UTAH

IRRIGATION PLAN SPECIFICATIONS

- IRRIGATION SPECIFICATIONS
PART 1 - GENERAL
- 1.1 SUMMARY
 - A. Work to be done includes all labor, materials, equipment and services required to complete the Project irrigation system as indicated on the Construction Drawings, and as specified herein. Includes but is not limited to: Furnishing and installing underground and above ground sprinkler system complete with any accessories necessary for proper function and operation of the system. All plant material on the Project shall be irrigated. Remove and dispose of any existing sprinkler system components which are disturbed during the construction process and are not to be saved. Restoration of any altered or damaged existing landscape to original state and condition.
 - 1.2 SYSTEM DESCRIPTION
 - A. Design of irrigation components: Locations of irrigation components on Construction Drawings may be approximate. Piping, sleeving and/or other components shown on Construction drawings may be shown schematically for graphic clarity and demonstration of component groupings and separations. All irrigation components shall be placed in landscaped areas, with the exception of pipe and wire in sleeving under handspikes. Actual routing of pipe, wire or other components may be altered due to site conditions not accounted for in the design process.
 - B. Construction requirements: Actual placement may vary as required to achieve a minimum of 100% coverage without overstep onto handspike, buildings or other features.
 - C. Layout of Irrigation Components: During layout and staking, consult with Owner Approved Representative (hereafter referred to as OAR) to verify proper placement of irrigation components, and to provide Contractor recommendations for changes where revisions may be advisable. Small in-rim adjustments to system layout are permissible to avoid existing field obstructions such as utility boxes or street light poles. Contractor shall place remote control valves in groups as practical to economize on quantity of manifold isolation valves. Quick coupler valves shall be placed with manifold groups and protected by manifold isolation valves. Quick coupler valves are shown on Construction Documents in approximate locations.
 - 1.3 DEFINITIONS
 - A. Water Supply: Culinary water piping and components, furnished and installed by others to provide irrigation water to this Project, including but not limited to backflow preventor, saddles, nipples, spools, shut off valves, corporation stop valves, water meters, pressure regulation valves, and piping upstream of (or prior to) the Point of Connection.
 - B. Point of Connection: Location where the Contractor shall tie into the water supply. May require backflow preventor, saddle, nipples, spools, isolation valves or Stop and Waste valve for landscape irrigation needs and use.
 - C. Main Line Piping: Pressurized piping downstream of the Point of Connection to provide water to remote control valves and quick couplers. Normally under constant pressure.
 - D. Lateral Line Piping: Circuit piping downstream of remote control valves to provide water to sprinkler heads, drip systems or bubblers.
 - 1.4 REFERENCES
 - A. The following standards will apply to the work of this Section:
 - a. ASTM-American Society for Testing and Materials
 - b. IA - The Irrigation Association: Main BMP Document, Landscape Irrigation Scheduling and Water Management Document.
 - 1.5 SUBMITTALS
 - A. At least thirty (30) days prior to ordering of any materials, the Contractor shall provide manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system. Submittals shall be in three ring binders or other similar bound form. Provide five copies of submittals to OAR for distribution. Place cover or index sheet indicating order in submittal document. No material shall be ordered, delivered or any work preceeded in the field until the required submittals have been reviewed in its entirety and stamped approved. Delivered material shall match the approved samples.
 - B. Operation and Maintenance Manual:
 - a. At least thirty (30) days prior to final inspection, the Contractor shall provide Operation and Maintenance manual to OAR, containing:
 - i. Manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system.
 - ii. Parts list for each operating element of the system
 - iii. Manufacturer printed literature on operation and maintenance of operating elements of the system.
 - iv. Section listing instructions for overall system operation and maintenance. Include directions for Spring Start-up and Winterization.
 - b. Project Record Copy
 - i. Maintain at project site one copy of all project documents clearly marked "Project Record Copy". Mark any deviation in material installation on Construction drawings. Maintain and update drawing at least weekly. Project Record Copy to be available to OAR on demand.
 - ii. Completed Project As-Built Drawings
 1. Prior to final inspection, prepare and submit to OAR accurate as-built drawings including 2 wire path and junction box locations.
 2. Show detail and dimension changes made during installation. Show significant details and dimensions that were not shown in original Contract Documents.
 3. Field dimension locations of sleeving, points of connection, main line piping, wiring runs not contained in main line pipe trenches, valves and valve boxes, quick coupler valves.
 4. Dimensions are to be taken from permanent constructed surfaces, features, or finished edges located at or above finished grade.
 5. Contractor Map: upon completion of system, place in each controller a color coded copy of the area that controller services indicating zone number, type of plant material and location on project that zone services. Laminate map with heat shrink clear plastic.
- 1.6 QUALITY ASSURANCE
 - A. Acceptance: Do not install work in this section prior to acceptance by OAR.
 - B. Regulatory Requirements: All work and materials shall be according to any and all rules, regulations or codes, whether they are State or Local laws and ordinances. Contract documents, drawings or specifications may not be construed or interpreted to permit work or materials not conforming to the above codes.
 - C. Adequate Water Supply: Water supply to this Project exists, installed by others. Connections to those supply lines shall be by this Contractor. Verify that proper connection is available to supply line and is of adequate size. Verify that secondary connection components may be installed if necessary. Perform static pressure test prior to commencement of work at supplied POC. Notify OAR in writing of problems encountered and pressure reading prior to proceeding.
 - D. Workmanship and Materials:
 - a. It is the intent of this specification that all material herein specified and shown on the construction documents shall be of the highest quality available and meeting the requirements specified.
 - b. All work shall be performed in accordance with the best standards of practice relating to the trade.
- E. Contractor Qualifications:
 - a. Contractor shall provide document or resume including at least the following items:
 - i. That Contractor has been installing sprinklers on commercial projects for five previous consecutive years.
 - ii. Contractor is licensed to perform Landscape and Irrigation construction in the State of this Project.
 - iii. Contractor is bondable for the work to be performed.
 - iv. References of five projects of similar size and scope completed within the last five years. Three of the projects listed shall be local.
 - v. Listing of suppliers where materials will be obtained for use on this Project.
 - vi. Project site Foreman or Supervisor has at least five consecutive years of commercial irrigation installation experience.

- This person shall be a current Certified Irrigation Contractor in good standing as set forth by the Irrigation Association. This person shall be on Project site at least 75% of each working day.
 - vii. Evidence that Contractor currently employs workers in sufficient quantities to complete Project within time limits that are established by the Contractor.
 - viii. All General laborers or workers on the Project shall be previously trained and familiar with sprinkler installation and have a minimum of one-year experience. Those workers performing tasks related to PVC pipe shall have certificates designated below.
- 1.7 DELIVERY-STORAGE-HANDLING
 - A. During delivery, installation and storage of materials for Project, all materials shall be protected from contamination, damage, vandalism, and prolonged exposure to sunlight. All material stored at Project site shall be neatly organized in a compact arrangement and storage shall not disrupt Project Owner or other trades on Project site. All material to be installed shall be handled by Contractor with care to avoid breakage or damage. Damaged materials attributed to Contractor shall be replaced with new a Contractor's expense.
 - 1.8 SEQUENCING
 - A. Perform site survey, research utility records, contact utility location services. The Contractor shall familiarize himself with all hazards and utilities prior to work commencement. Install sleeving prior to installation of concrete, paving or other permanent site elements. Irrigation system Point of Connection components, backflow prevention and pressure regulation devices shall be installed and operational prior to all downstream components. All main lines shall be thoroughly flushed of all debris prior to installation of any sprinkler heads.
 - 1.9 WARRANTY
 - A. Contractor shall provide one year Warranty. Warranty shall cover all materials, workmanship and labor. Warranty shall include filling and/or repairing depressions or replacing turf or other plantings due to settlement of irrigation trenches or irrigation system elements. Valve boxes, sprinklers or other components settled from original finish grade shall be restored to proper grade. Irrigation system shall have been adjusted to provide proper, adequate coverage of irrigated areas.
 - 1.10 OWNERS INSTRUCTION
 - A. After system is installed, inspected, and approved, instruct Owner's Representatives in complete operation and maintenance procedures. Coordinate instruction with references to previously submitted Operation and Maintenance Manual.
 - 1.11 MAINTENANCE
 - A. Furnish the following items to Owner's Representative:
 - a. Two quick coupler keys with hose swivels.
 - b. One of each type or size of quick coupler valve and remote control valve. Five percent of total quantities used of each sprinkler and sprinkler nozzle.
 - B. Provide the following services:
 - a. Winterize entire irrigation system installed under this contract. Winterize by 'blow-out' method using compressed air. Compressor shall be capable of minimum of 175 CFM. This operation shall occur at the end of first growing season after need for plant irrigation but prior to freezing. Compressor shall be capable of evacuating system of all water pressure regulation devices. Compressor shall be regulated to not more than 60 PSI. Start up system the following winter after danger of freezing has passed. Contractor shall train Owner's Representative in proper start-up and winterization procedure.
- PART 2 - PRODUCTS
- 2.1 GENERAL NOTES
 - A. Contractor shall provide materials to be used on this Project. Contractor shall not remove any material purchased for this Project from the Project Site, nor mix Project materials with other Contractor owned materials. Owner retains right to purchase and provide project material.
 - 2.2 POINT OF CONNECTION
 - A. The Contractor shall connect onto existing irrigation or water main line as needed for Point(s) of Connection. Contractor shall install new main line as indicated. Connection must meet state guidelines.
 - 2.3 CONNECTION ASSEMBLY
 - A. Culinary water shall be used on this Project. Install backflow preventor and RPZ as needed.
 - 2.4 CONTROL SYSTEM
 - A. Power supply to the irrigation controller shall be provided for by this Contractor. To be installed by owner or electrical contractor.
 - B. Controller shall be as specified in the drawings. Controller shall be surge protected.
 - a. Installation of wall-mount controllers: Irrigation contractor shall be responsible for this task. Power configuration for wall-mount controllers shall be 120 VAC unless otherwise noted.
 - b. Locate Controller(s) in general location shown on Construction drawings. Coordinate power supply and breaker allocation with electrical contractor. Contractor shall be responsible for all power connections to Controllers, whether they are wall mount or pedestal mount. Contractor shall coordinate with electrical or other Contractor trades as needed to facilitate installation of power to controllers.
 - C. Wires connecting the remote control valves to the irrigation controller are single conductors, type PE. Wire construction shall incorporate a solid copper conductor and polyethylene (PE) insulation with a minimum thickness of 0.045 inches. The wires shall be UL listed for direct burial in irrigation systems and be rated at a minimum of 30 VAC. Paige Electric Co., LP specification number P7079D.
 - a. A minimum of 36" of additional wire shall be left at each valve, each splice box and at each controller.
 - b. Common wire shall be white in color, 12 gauge. Control wire shall be red in color, 14 gauge. Spare wire shall be looped within each valve box of the grouping it is to service.
 - D. Wire splice connectors shall use 3M brand DBV wire connectors. Wire splicing between controller and valves shall be avoided if at all possible. Any wire splices shall be contained within a valve box. Splices within a valve box that contains no control valves shall be stamped 'WIRE SPLICE' or 'WS' on box lid.
 - 2.5 SLEEVING
 - A. Contractor shall be responsible to protect existing underground utilities and components. Sleeving minimum size shall be 2". Sleeving 2" through 4" in size shall be SCH40 PVC solvent weld. Sleeving 6" and larger shall be CL 200 PVC gasketed. Sleeve diameter shall be at least two times the diameter of the pipe within the sleeve. Sleeves shall be extended 6" minimum beyond walk or edge of pavement. Wire or cable shall not be installed in the same sleeve as piping, but shall be installed in separate sleeves. Sleeve ends on sleeve sizes 4" and larger shall be capped with integral corresponding sized PVC slip cap, pressure fit, until used, to prevent contamination. Sleeves shall be installed at appropriate depths for main line pipe or lateral pipe.
 - 2.6 MAIN LINE PIPE
 - A. All main line pipe 4" and larger shall be Class 200 gasketed bell end. All main line pipe 3" in size and smaller shall be Schedule 40 PVC solvent weld bell end.
 - a. Maximum flows allowed through main line pipe shall be:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM
4"	180 GPM
 - b. Main line pipe shall be buried with 24" cover
 - 2.7 MAIN LINE FITTINGS

- A. All main line fittings 3" and larger shall be gasketed ductile iron material. All ductile iron fittings having change of direction shall have proper concrete thrust block installed. All main line fittings smaller than 3" in size shall be Schedule 80 PVC.
- 2.8 ISOLATION VALVES
 - A. Isolation valves 3" and larger shall be Watco brand model 2500 cast iron gate valve, resilient wedge, push on type, with 2" square operating nut. Place sleeve of 6" or larger pipe over top of valve vertically and then extend to grade. Place 10" round valve box over sleeve at grade.
 - B. Isolation valves 2-1/2" and smaller shall be Apollo brand 70 series brass ball valves, contained in a Carson Standard size valve box. Valves shall be installed with SCH80 PVC TOE Nipples on both sides of the valve. Valve shall be placed so that the handle is vertical toward the top of the valve box in the 'off' position.
 - 2.9 MANIFOLDS
 - A. Action Manifold fittings shall be used to create unions on both sides of each control valve, allowing the valve to be removed from the box without cutting piping. Valves shall be located in boxes with ample space surrounding them to allow access for maintenance and repair. Where practical, group manifold control valves in close proximity, and protect each grouping with a manifold isolation valve as shown in details. Remote Main Line (or Sub-Main Line) and all manifold components and isolation valves shall be at least as large as the largest diameter lateral served by the respective manifold.
 - 2.10 REMOTE CONTROL VALVES
 - A. Remote control valves shall be as specified on the drawings. Remote control valves shall be located separately and individually in separate control boxes.
 - 2.11 MANUAL CONTROL VALVES
 - A. Quick coupler valve shall be attached to the manifold sub-main line using a Laseco G175212 swing joint assembly with snap-lock outlet and brass stabilizer elbow. Quick coupler valve shall be placed within a Carson 10" round valve box. Top of quick coupler valve cover shall allow for complete installation of valve box lid, but also allow for insertion and operation of key. Base of quick coupler valve and top of quick coupler swing joint shall be encased in 1/2" gravel. Contractor shall not place quick coupler valves further than 200 feet apart, to allow for spot watering or supplemental irrigation of new plant material. Quick coupler valve at POC shall not be eliminated or relocated.
 - 2.12 LATERAL LINE PIPE
 - A. All lateral piping shall be Schedule 40 PVC, solvent weld, and bell end. Lateral pipe shall be buried with 12-18" of cover typically. Lateral pipe shall be 1/2", 1 1/4", 1 1/2" or 2" in size as indicated on Construction Drawings.
 - 2.13 LATERAL LINE FITTINGS
 - A. All lateral line fittings shall be S/40 PVC.
 - 2.14 Spray Sprinklers
 - A. Spray head sprinklers shall be as specified on the drawings. Nozzles shall be as specified on the drawings.
 - 2.15 RAIN BIRD VALVE BOXES
 - A. Carson valve boxes shall be used on this project. Sizes are as directed in these Specifications, detail sheets or plan sheets. Valve boxes shall be centered over the control valve or element they cover. Valve box shall be sized large enough to allow ample room for services access, removal or replacement of valve or element. Valve box shall be set to flush grade of topsoil or parked areas. Contractor shall provide extensions or stack additional valve boxes as necessary to bring valve box pit to proper grade.
 - 2.16 IMPORT BACKFILL
 - A. Carson valve boxes shall be used on this project. Sizes are as directed in these Specifications, detail sheets or plan sheets. Valve boxes shall be centered over the control valve or element they cover. Valve box shall be sized large enough to allow ample room for services access, removal or replacement of valve or element. Valve box shall be set to flush grade of topsoil or parked areas. Contractor shall provide extensions or stack additional valve boxes as necessary to bring valve box pit to proper grade.
 - 2.17 OTHER PRODUCTS
 - A. Substitution of equivalent products is subject to the Landscape Architect or OAR's approval and must be designated as accepted in writing.
 - a. The Contractor shall provide materials to make the system complete and operational.
- PART 3 - EXECUTION
- 3.1 PREPARATION
 - A. Contractor shall repair or replace work damaged by irrigation system installation. If damaged work is new, repair or replacement shall be performed by the original installer of that work. The existing landscape of this Project shall remain in place. Contractor shall protect and work around existing plant material. Coordination of trench and valve locations shall be laid out for the OAR prior to any excavation occurring. Plant material deemed damaged by the OAR shall be replaced with new plant material at Contractor's expense. Contractor shall not cut existing tree roots larger than 2" to install this Project. Route pipe, wire and irrigation elements around tree canopy drip line to minimize damage to tree roots. Contractor shall have no part of existing system used by other portions of site landscape without water for more than 24 hours at a time.
 - 3.2 TRENCING AND BACKFILLING
 - A. Pulling of pipe shall not be permitted on this project. Over excavate trenches both in width and depth. Ensure base of trench is rock or debris free to protect pipe and wire. Grade trench base to ensure flat, even support of piping. Backfill with clean soil or import material. Contractor shall backfill no less than 2" around entire pipe with clean, rock free fill. Main line piping and fittings shall not be backfilled until OAR has inspected and pipe has passed pressure testing. Perform balance of backfill operation to eliminate any settling.
 - 3.3 SLEEVING
 - A. Sleeve all piping and wiring that pass under paving or landscape features. Wiring shall be placed in separate sleeving from piping. Sleeves shall be positioned relative to structures or obstructions to allow for pipe or wire within to be removed if necessary.
 - 3.4 GRADES AND DRAINAGE
 - A. Place irrigation pipe and other elements at uniform grades. Winterization shall be by evacuation with compressed air. Automatic drains shall not be installed on this Project. Manual drains shall only be installed at POC where designated on Construction Drawings.
 - 3.5 PVC PIPE
 - A. Install pipe to allow for expansion and contraction as recommended by pipe manufacturer.
 - B. Install main line pipes with 18" of cover, lateral line pipes with 12" of cover.
 - C. Drawings show diagrammatic or conceptual location of piping. Contractor shall install piping to minimize change of direction, avoid placement under large trees or large shrubs, avoid placement under landscape features.
 - D. Plastic pipe shall be cut squarely. Burs shall be removed. Spigot ends of pipes 3" and larger shall be beveled.
 - E. Pipe shall not be glued unless ambient temperature is at least 50 degrees F. Pipe shall not be glued in rainy conditions unless properly tented. All solvent weld joints shall be assembled using IPS 711 glue and P70 primer according to manufacturer's specification, no exceptions. All workers performing glue operations shall provide evidence of certification. Glued main line pipe shall cure a minimum of 24 hours prior to being energized. Lateral lines shall cure a minimum of 2 hours prior to being energized and shall not remain under constant pressure unless cured for 24 hours.
 - F. Appropriate thrust blocking shall be performed on fittings 3" and larger. All threaded joints shall be wrapped with Teflon tape or paste unless directed by product manufacturer or sealing by o-ring.
 - 3.6 CONTROLLERS
 - A. All grounding for pedestal controllers shall be as directed by controller manufacturer and ASIC guidelines, not to exceed a resistance reading of 5 OHMs.
 - B. Locate controllers in protected, inconspicuous places, when possible. Coordinate location of pedestal controllers with Landscape Architect to minimize visibility.
 - C. Coordinate location of wall mount controllers with building or electrical Contractor to facilitate electrical service and future maintenance needs. Wall mount shall be securely fastened to surface. If exterior mounted, wall mount controllers shall have electrical service wire and field control wire in separate, appropriate sized weatherproof electrical conduit, PVC pipe shall not be used.
 - D. Wiring under landscape surfaces shall be placed continuously in conduit. Contractor shall be responsible to coordinate

- sleeving needs for conduit or sweeps elbows from exterior to interior of building.
 - E. Pedestal controllers shall be placed upon VIT-Strong Box Quick Pad as per manufacturer's recommendations. Controllers shall be oriented such that Owner's Representative maintenance personnel may access easily and perform field system tests efficiently.
 - F. Place Standard valve box at base of controller or nearby to allow for three to five feet of slack field control wire to be placed at each controller. This Contractor shall provide conduit access if needed for Electrical Contractor. Electrical supply and installation, as well as hook-up to controller shall be by this Contractor.
- 3.7 VALVES
 - A. Isolation valves, remote control valves, and quick coupler valves shall be installed according to manufacturer recommendation and Contract Specifications and Details.
 - B. Valve boxes shall be set over valves so that all parts of the valve can be reached for service.
 - C. Valve box and lid shall be set to be flush with finished grade. Only one remote control valve may be installed in a Carson 1419124 box. Place a minimum of 4" of 1/2" washed gravel beneath valve box for drainage. Bottom of remote control valve shall be a minimum of 2" above gravel.
 - 3.8 SPRINKLER HEADS
 - A. No sprinkler shall be located closer than 6" to walls, fences, or buildings.
 - B. Heads adjacent to walks, curbs, or paths shall be located at grade and 2" away from landscape.
 - C. Control valves shall be opened. Then fully flush lateral line pipe and swing joints prior to installation of sprinklers.
 - D. Spray heads shall be installed and flushed again prior to installation of nozzles.
 - E. Contractor shall be responsible for adjustment if necessary due to grade changes during landscape construction.
 - 3.9 FIELD QUALITY CONTROL
 - A. Main line pipes shall not be backfilled or accepted until the system has been tested for 2 hours at 100 psi.
 - B. Main line pressure test shall include all pipe and components from the point of connection to the upstream end of remote control valves. Test shall include all manifold components under constant pressure. Piping may be tested in sections that can be isolated.
 - C. Contractor shall provide pressurized water pump to increase or boost pressure where existing static pressure is less than 100 psi.
 - D. Schedule testing with OAR 48 hours in advance for approval.
 - E. Leaks or defects shall promptly be repaired or rectified at the Contractors expense and retested until able to pass testing.
 - F. Grounding resistance at pedestal controller shall also be tested and shall not exceed 5 OHMs.
 - 3.10 ADJUSTMENT
 - A. Sprinkler heads shall be adjusted to proper height when installed. Changes in grade or adjustment of head height after installation shall be considered a part of the original contract and at Contractor's expense.
 - B. Adjust all sprinkler heads for arc, radius, proper trim and distribution to cover all landscaped areas that are to be irrigated.
 - C. Adjust sprinklers so they do not water buildings, structures, or other landscape features.
 - D. Adjust run times of station to meet needs of plant material the station services.
 - 3.11 CLEANING
 - A. Contractor shall be responsible for cleanliness of jobsite. Work areas shall be swept cleanly and picked up daily.
 - B. Open trenches or hazards shall be protected with yellow caution tape.
 - C. Contractor is responsible for removal and disposal of offsite trash and debris generated as a result of this Project.
 - D. OAR shall perform periodic walk as a final cleanliness inspection.
 - E. Contractor shall leave Project in at least a 'broom clean' condition.

WATERING SCHEDULE

90 Day Establishment Period Irrigation Schedule										
Hi/Low Water Use Zones	TYPE	IR HEAD	AMT. HD.	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Hi Water Use	TURF	SPRINKLER	5 INCH	15 MIN.	15 MIN.	15 MIN.	15 MIN.	15 MIN.	15 MIN.	15 MIN.
Med/Low Water Use	SHRUBS	DRIP	2 GAL/HR.	2 HOURS						
Med/Low Water Use	SHRUBS	DRIP	2 GAL/HR.	2 HOURS						
Med/Low Water Use	SHRUBS	DRIP	No Water							

Note: Begin irrigation 6:00 am. Use cycle and soak method in clay soils-divide into 3 waterings for each turf irrigation event. Shrubs to be watered to soil is moist 6" below root ball. Do not overwater shrubs, allow to dry between waterings especially in clay soils. Watch for water stress.

Regular Irrigation Schedule: Begin Spring Watering May 15 (Turf Irrigation event once every 5-7 days; Shrubs 2 times/month)										
Hi/Low Water Use Zones	TYPE	IR HEAD	AMT. HD.	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Hi Water Use	TURF	SPRINKLER	5 INCH		60 MIN.					
Med/Low Water Use	SHRUBS	DRIP	2 GAL/HR.		2 HOURS					
Med/Low Water Use	SHRUBS	DRIP	No Water							

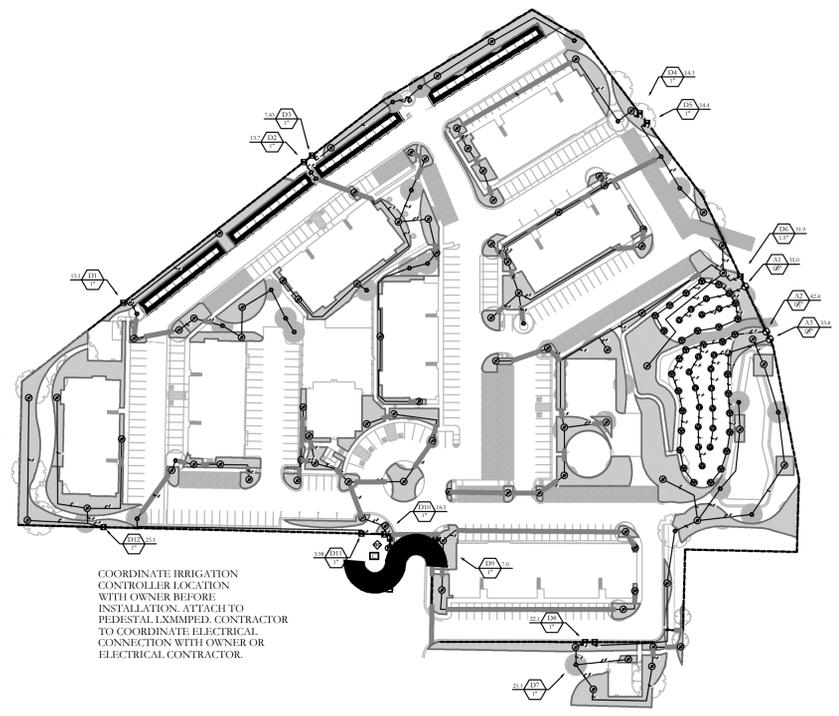
Note: Begin irrigation 6:00 am. Use cycle and soak method in clay soils-divide into 3 waterings for each turf irrigation event. Do not overwater shrubs, allow to dry between waterings especially in clay soils. Watch for water stress. Days of watering may vary based on local restrictions.

Regular Irrigation Schedule: Begin Summer Watering June 15 (Turf Irrigation event once every 2-3 days; Shrubs 1 time/week)										
Hi/Low Water Use Zones	TYPE	IR HEAD	AMT. HD.	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Hi Water Use	TURF	SPRINKLER	5 INCH		60 MIN.					
Med/Low Water Use	SHRUBS	DRIP	2 GAL/HR.		2 HOURS					
Med/Low Water Use	SHRUBS	DRIP	No Water							

Note: Begin irrigation 6:00 am. Use cycle and soak method in clay soils-divide into 3 waterings for each turf irrigation event. Do not overwater shrubs, allow to dry between waterings especially in clay soils. Watch for water stress. Days of watering may vary based on local restrictions. Reference Utah DNR weekly watering guide: <https://conservewater.utah.gov/weekly-lawn-watering-guide/>

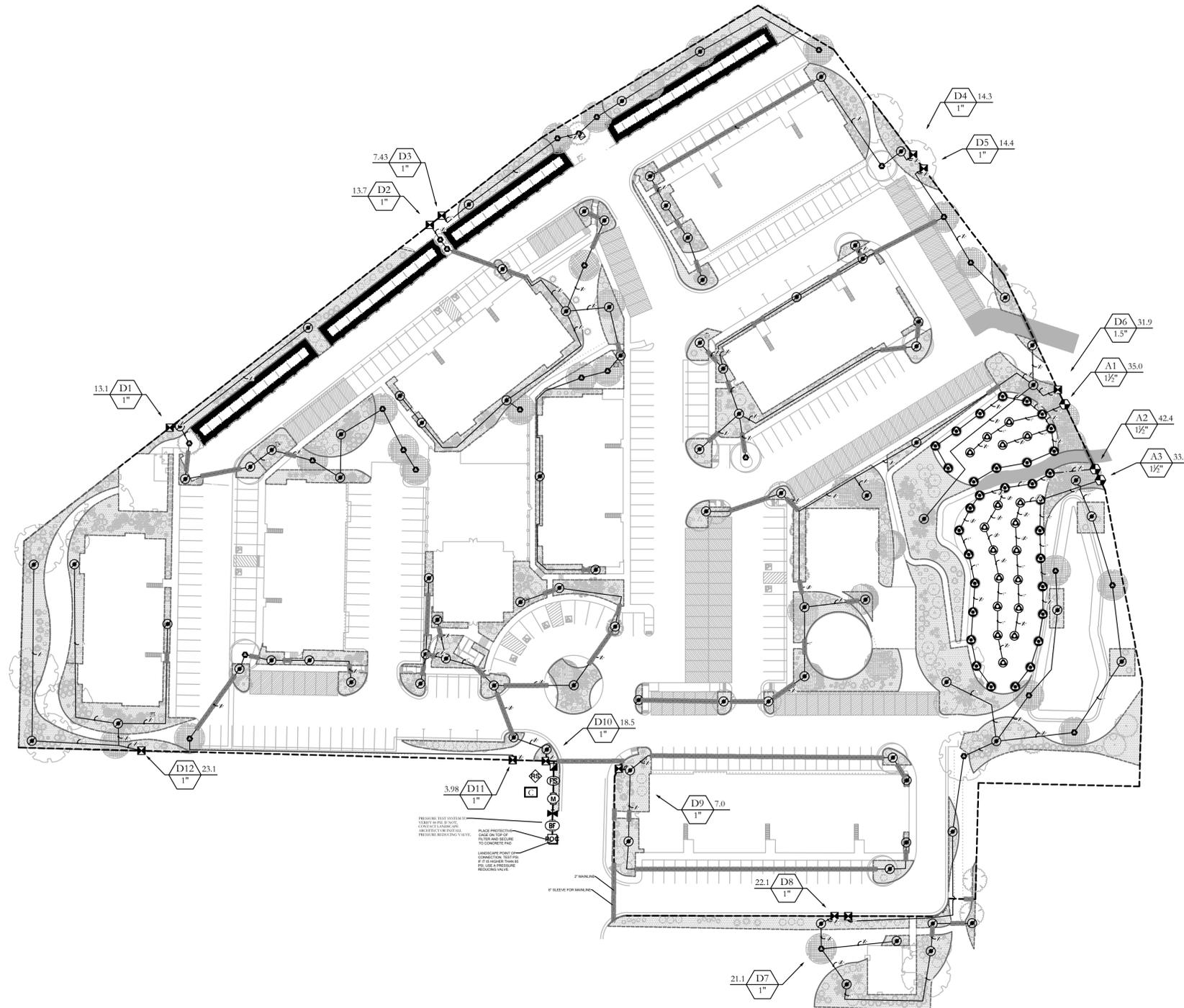
Regular Irrigation Schedule: Begin Fall Watering September 1-End Fall Watering October 15 (Turf Irrigation event once every 5-7 days; Shrubs 2-4 times/month)										
Hi/Low Water Use Zones	TYPE	IR HEAD	AMT. HD.	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Hi Water Use	TURF	SPRINKLER	5 INCH		60 MIN.					
Med/Low Water Use	SHRUBS	DRIP	2 GAL/HR.		2 HOURS					
Med/Low Water Use	SHRUBS	DRIP	No Water							

Note: Begin irrigation 6:00 am. Use cycle and soak method in clay soils-divide into 3 waterings for each turf irrigation event. Do not overwater shrubs, allow to dry between waterings especially in clay soils. Watch for water stress. Days of watering may vary based on local restrictions.



2" MAINLINE ROUTING ,CONTROLLER AND P.O.C. LOCATION OVERVIEW

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
3/22/2024	UT22098	BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org	 GRAPHIC SCALE: 1" = 100'	AE URBIA 909 W. SOUTH JORDAN PARKWAY SOUTH JORDAN, UT 84095 801-575-6455	 PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com	 ENGINEER ESMIL ANSWORTH 8128121-5301 03/22/2024 UTAH	P#: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 3/22/2024 IRRIGATION PLAN COVER CITY PERMIT SET IR-100



- Rain Bird WRZ-RWC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter. 1
- Rain Bird FS-200-B 2in. Flow Sensor, Brass Model. Suggested Operating Range 10 GPM to 100 GPM. Size for Flow Not According to Pipe Size. Rain Bird Compatible Controllers: ESP-LXIVM(P) | LXD | LXME2(P) | ME3, or Controllers Accepting Custom K-Factor and Offset. Install in Rain Bird Valve Box. 1
- Water Meter 2" 1
- Irrigation Lateral Line: PVC Schedule 40-NP 3/4" 4,564 L.F.
- Irrigation Lateral Line: PVC Schedule 40-NP 1" 1,502 L.F.
- Irrigation Lateral Line: PVC Schedule 40-NP 1 1/4" 1,073 L.F.
- Irrigation Lateral Line: PVC Schedule 40-NP 1 1/2" 349.6 L.F.
- Irrigation Lateral Line: PVC Schedule 40-NP 2" 381.0 L.F.
- Irrigation Lateral Line: PVC Class 200 SDR 21-NP 2 1/2" 34.6 L.F.
- Irrigation Mainline: PVC Class 200 SDR 21 2,876 L.F.
- Pipe Sleeve: PVC Class 200 SDR 21 1,522 L.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	P
	Rain Bird R-VAN24 1806-SAM-P45 Turf Rotary, 17ft.-24ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 6in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.	50	4
	Rain Bird XCZ-100-IVMQ (2) 1" Wide Flow IVM Drip Control Kit for Commercial Applications. 1in. Ball Valve with 1in. PESBIVM Smart Valve w/ factory installed IVM-SOL 0.3-20 gpm and 1in. Pressure Regulating 40psi Quick-Check Basket Filter 0.3-20 gpm	12	
	Pipe Transition Point above grade Pipe transition point from PVC lateral to drip tubing with riser to above grade installation.	90	
	Rain Bird XFS-09-18 Drip Ring(TREE)	27	
	Area to Receive Drip Emitters Rain Bird PC (2) Single Outlet, Pressure Compensating Drip Emitters with Self-Piercing Barb Inlet. Flow rate: 5 GPH=light brown; 7 GPH=violet; 10 GPH=green; 12 GPH=dark brown; 18 GPH=white; 24 GPH=orange.	77,186 s.f.	
	Emitter Notes: PC-05 emitters (1 assigned to each flat plant) PC-05 emitters (1 assigned to each 4" pot plant) PC-05 emitters (1 assigned to each 1 gal plant) PC-05 emitters (1 assigned to each 2 gal plant) PC-05 emitters (2 assigned to each 3 gal plant) PC-05 emitters (2 assigned to each 5 gal plant) PC-05 emitters (3 assigned to each 15 gal plant) PC-05 emitters (3 assigned to each 20 gal. plant) PC-05 emitters (3 assigned to each B & B plant) PC-05 emitters (3 assigned to each B & B, 1.25" Cal plant) PC-05 emitters (3 assigned to each B & B, 2" Cal plant) PC-05 emitters (3 assigned to each B & B, 4-6' plant) PC-05 emitters (3 assigned to each B & B, 5'-6' plant) PC-05 emitters (3 assigned to each B & B, 6' plant) PC-05 emitters (3 assigned to each B & B, 7'-9' plant) PC-05 emitters (3 assigned to each B & B, 8'-10' plant) PC-05 emitters (4 assigned to each B & B, Multi-trunked plant) PC-05 emitters (4 assigned to each Bulb plant) PC-05 emitters (4 assigned to each Plug plant)	290 291 384 1,230 18 144 96 128	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Rain Bird PESB-IVM 1-1/2" 1in., 1-1/2in., 2in. Plastic Industrial Smart Valves w/ Factory Installed IVM-SOL. Low Flow Operating Capability, Globe Configuration. With Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	3	
	Rain Bird 44-RC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Thermoplastic Rubber Cover, and 2-Piece Body.	1	
	Shut Off Valve	1	
	Rain Bird EFB-CP-PRS-D 2" 1in., 1-1/4", 1-1/2in., 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1	
	Zurn 475-2-1/2" Reduced Pressure Backflow Preventer.	1	
	Rain Bird ESPLXIVM 60 Station, 2-Wire Controller w/ Smart Valve Technology. (1) ESPLXIVM 60-Station, Indoor/Outdoor, Plastic Wall-Mount Cabinet. System Requirements: Rain Bird LXIVM-XXX Integrated Valve Modules & 2-Wire Devices. Use Paige Electric Cable P7072D & Rain Bird WC20 Dry Splices ONLY. Ground System w/ (X) LXIVMSD Surge Device in Rain Bird Round Valve Boxes. Install Per Manufacturers	1	

ISSUE DATE: 3/22/2024 PROJECT NUMBER: UT22098 PROJECT INFORMATION: RESIDENCES AT MILLCREEK WASHINGTON, UTAH DEVELOPER / PROPERTY OWNER / CLIENT: AE URBIA LANDSCAPE ARCHITECT / PLANNER: PKJ DESIGN GROUP LICENSE STAMP: [Stamp] DRAWING INFO: JTA, ACP, JMA, 3/22/2024

3/22/2024 UT22098

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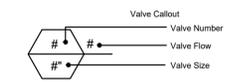
IRRIGATION PLAN OVERALL
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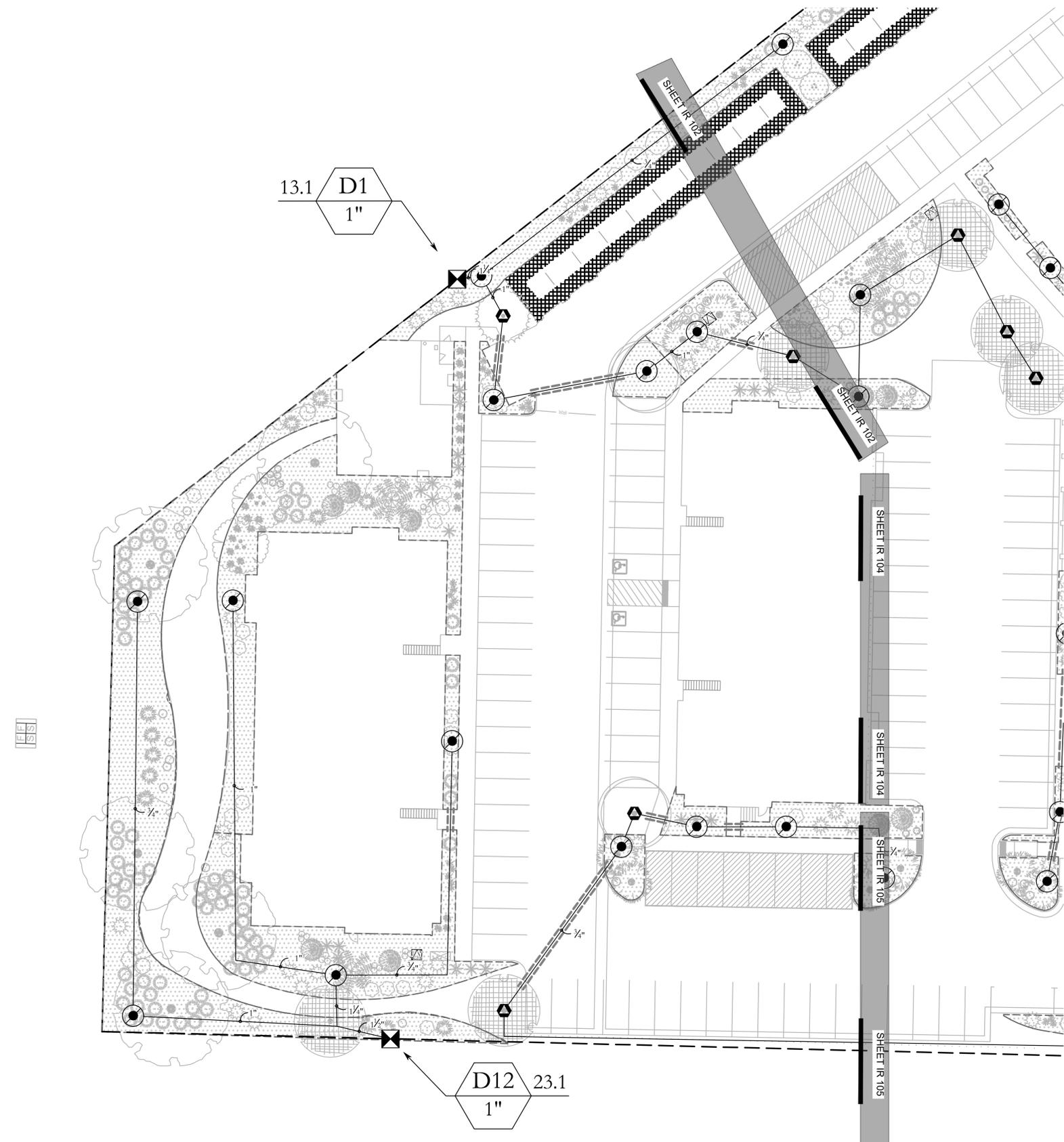
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Rain Bird R-VAN24 1806-SAM-P45 Turf Rotary, 17ft.-24ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 6in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.	50	45
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Rain Bird XZC-100-IVMQ (2) 1" Wide Flow IVM Drip Control Kit for Commercial Applications. 1in. Ball Valve with 1in. PESBIVM Smart Valve w/ factory installed IVM-SOL 0.3-20 gpm and 1in. Pressure Regulating 40psi Quick-Check Basket Filter 0.3-20 gpm	12	
	Pipe Transition Point above grade Pipe transition point from PVC lateral to drip tubing with riser to above grade installation.	90	
	Rain Bird XFS-09-18 Drip Ring(TREE)	27	

	Area to Receive Drip Emitters Rain Bird PC (2) Single Outlet, Pressure Compensating Drip Emitters with Self-Piercing Barb Inlet. Flow rate: 5 GPH=light brown; 7 GPH=violet; 10 GPH=green; 12 GPH=dark brown; 18 GPH=white; 24 GPH=orange.	77,186 s.f.
Emitter Notes:		
	PC-05 emitters (1 assigned to each flat plant)	
	PC-05 emitters (1 assigned to each 4" pot plant)	290
	PC-05 emitters (1 assigned to each 2 gal plant)	291
	PC-05 emitters (2 assigned to each 3 gal plant)	384
	PC-05 emitters (2 assigned to each 5 gal plant)	1,230
	PC-05 emitters (3 assigned to each 15 gal plant)	
	PC-05 emitters (3 assigned to each 20 gal. plant)	
	PC-05 emitters (3 assigned to each B & B plant)	18
	PC-05 emitters (3 assigned to each B & B, 1.25" Cal plant)	
	PC-05 emitters (3 assigned to each B & B, 2" Cal plant)	144
	PC-05 emitters (3 assigned to each B & B, 4-6' plant)	96
	PC-05 emitters (3 assigned to each B & B, 5'-6' plant)	
	PC-05 emitters (3 assigned to each B & B, 6' plant)	
	PC-05 emitters (3 assigned to each B & B, 7'-9' plant)	
	PC-05 emitters (3 assigned to each B & B, 8'-10' plant)	
	PC-05 emitters (4 assigned to each B & B, Multi-trunked plant)	128
	PC-05 emitters (4 assigned to each Bulb plant)	
	PC-05 emitters (4 assigned to each Plug plant)	

	Rain Bird WR2-RC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter.	1
	Rain Bird FS-200-B 2in. Flow Sensor, Brass Model. Suggested Operating Range 10 GPM to 100 GPM. Size for Flow Not According to Pipe Size. Rain Bird Compatible Controllers: ESP-LXIVM(P) LXDX LXME2(P) ME3, or Controllers Accepting Custom K-Factor and Offset. Install in Rain Bird Valve Box.	1
	Water Meter 2"	1
	Irrigation Lateral Line: PVC Schedule 40-NP 3/4"	4,564 l.f.
	Irrigation Lateral Line: PVC Schedule 40-NP 1"	1,502 l.f.
	Irrigation Lateral Line: PVC Schedule 40-NP 1 1/4"	1,073 l.f.
	Irrigation Lateral Line: PVC Schedule 40-NP 1 1/2"	349.6 l.f.
	Irrigation Lateral Line: PVC Schedule 40-NP 2"	381.0 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21-NP 2 1/2"	34.6 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21	2,876 l.f.
	Pipe Sleeve: PVC Class 200 SDR 21	1,522 l.f.



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB-IVM 1-1/2" 1in., 1-1/2in., 2in. Plastic Industrial Smart Valves w/ Factory Installed IVM-SOL. Low Flow Operating Capability, Globe Configuration. With Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	3
	Rain Bird 44-RC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Thermoplastic Rubber Cover, and 2-Piece Body.	1
	Shut Off Valve	1
	Rain Bird EFB-CP-PRS-D 2" 1in., 1-1/4", 1-1/2in., 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1
	Zurn 475 2-1/2" Reduced Pressure Backflow Preventer.	1
	Rain Bird ESPLXIVM 60 Station, 2-Wire Controller w/ Smart Valve Technology. (1) ESPLXIVM 60-Station, Indoor/Outdoor, Plastic Wall-Mount Cabinet. System Requirements: Rain Bird LXIVM-XXX Integrated Valve Modules & 2-Wire Devices. Use Paige Electric Cable P7072D & Rain Bird WC20 Dry Splices ONLY. Ground System w/ (X) LXIVMSD Surge Device in Rain Bird Round Valve Boxes. Install Per Manufacturers	1



ISSUE DATE: 3/22/2024 PROJECT NUMBER: UT22098 PROJECT INFORMATION: RESIDENCES AT MILLCREEK WASHINGTON, UTAH DEVELOPER / PROPERTY OWNER / CLIENT: AE URBIA LANDSCAPE ARCHITECT / PLANNER: P@PKJDESIGNGROUP.COM LICENSE STAMP: [Stamp] DRAWING INFO: JTA, ACP, JMA, 3/22/2024

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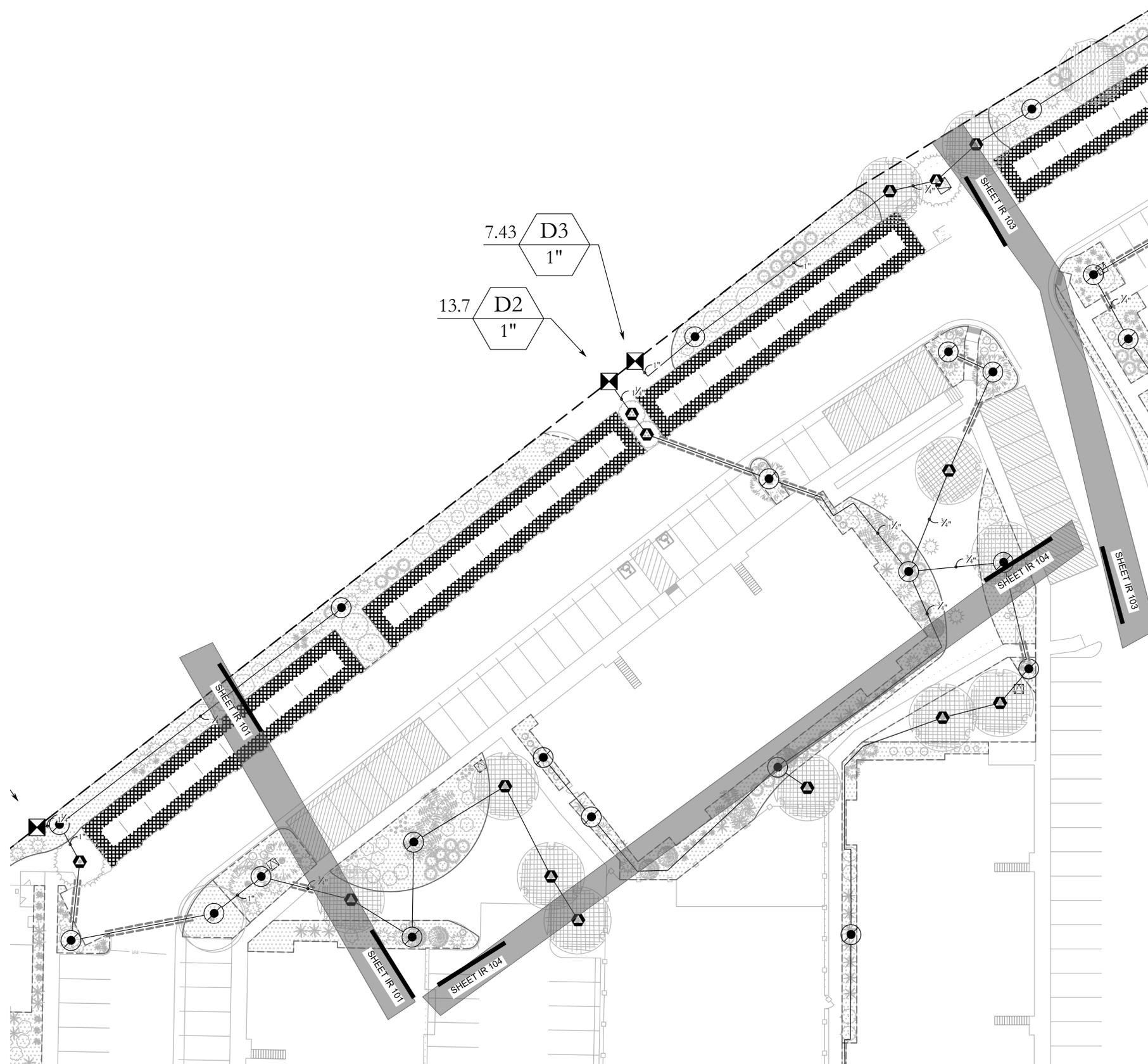
RESIDENCES AT MILLCREEK WASHINGTON, UTAH

AE URBIA
 909 W. SOUTH JORDAN PARKWAY
 SOUTH JORDAN, UT 84095
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IR-101

IRRIGATION PLAN
 CITY PERMIT SET



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Rain Bird R-VAN24 1806-SAM-P45 Turf Rotary, 17ft.-24ft. 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/1800 turf spray body on 6in. pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2in. NPT Female Threaded Inlet.	50	45
	Rain Bird XZC-100-IVMQ (2) 1" Wide Flow IVM Drip Control Kit for Commercial Applications. 1in. Ball Valve with 1in. PESBIVM Smart Valve w/ factory installed IVM-SOL. 0.3-20 gpm and 1in. Pressure Regulating 40psi Quick-Check Basket Filter 0.3-20 gpm	12	
	Pipe Transition Point above grade Pipe transition point from PVC lateral to drip tubing with riser to above grade installation.	90	
	Rain Bird XFS-09-18 Drip Ring(TREE)	27	
	Area to Receive Drip Emitters Rain Bird PC (2) Single Outlet, Pressure Compensating Drip Emitters with Self-Piercing Barb Inlet. Flow rate: 5 GPH=light brown; 7 GPH=violet; 10 GPH=green; 12 GPH=dark brown; 18 GPH=white; 24 GPH=orange.	77,186 s.f.	
	Emitter Notes: PC-05 emitters (1 assigned to each flat plant) PC-05 emitters (1 assigned to each 4" pot plant)	290	
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	PC-05 emitters (4 assigned to each B & B, Multi-trunked plant)	128	
	PC-05 emitters (4 assigned to each Bulb plant)		
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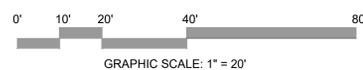
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESB-IVM 1-1/2" 1in., 1-1/2in., 2in. Plastic Industrial Smart Valves w/ Factory Installed IVM-SOL. Low Flow Operating Capability, Globe Configuration. With Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	3
	Rain Bird 44-RC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Thermoplastic Rubber Cover, and 2-Piece Body.	1
	Shut Off Valve	1
	Rain Bird EFB-CP-PRS-D 2" 1in., 1-1/4", 1-1/2in., 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1
	Zurn 475 2-1/2" Reduced Pressure Backflow Preventer.	1
	Rain Bird ESPLXIVM 60 Station, 2-Wire Controller w/ Smart Valve Technology. (1) ESPLXIVM 60-Station, Indoor/Outdoor, Plastic Wall-Mount Cabinet. System Requirements: Rain Bird LXIVM-XXX Integrated Valve Modules & 2-Wire Devices. Use Paige Electric Cable P7072D & Rain Bird WC20 Dry Splices ONLY. Ground System w/ (X) LXIVM50 Smart Device to Rain Bird	1

ISSUE DATE: 3/22/2024 PROJECT NUMBER: UT22098 PROJECT INFORMATION: DEVELOPER / PROPERTY OWNER / CLIENT: LANDSCAPE ARCHITECT / PLANNER: LICENSE STAMP: DRAWING INFO: PM: JTA

3/22/2024 UT22098

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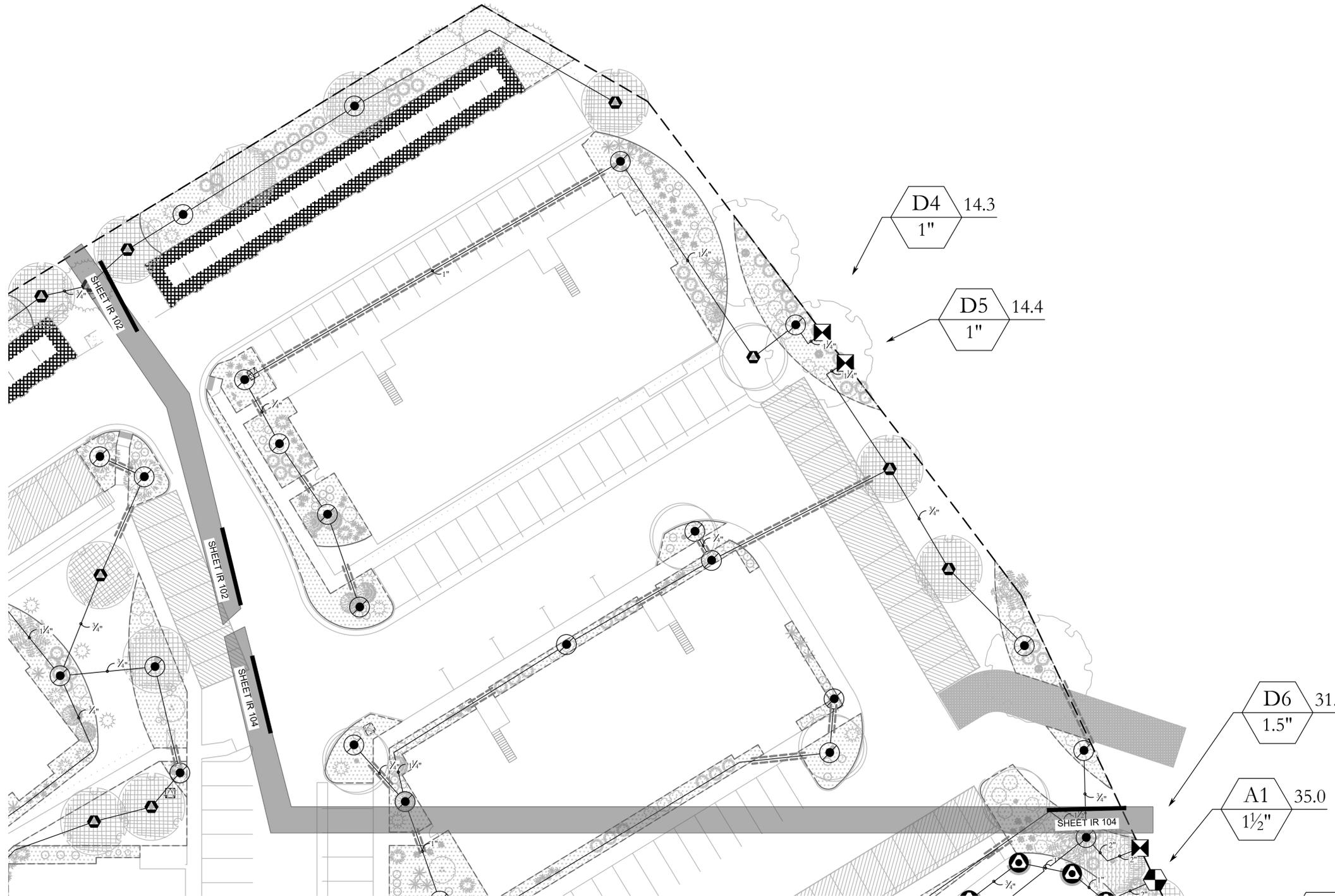
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DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	3/22/2024

IRRIGATION PLAN
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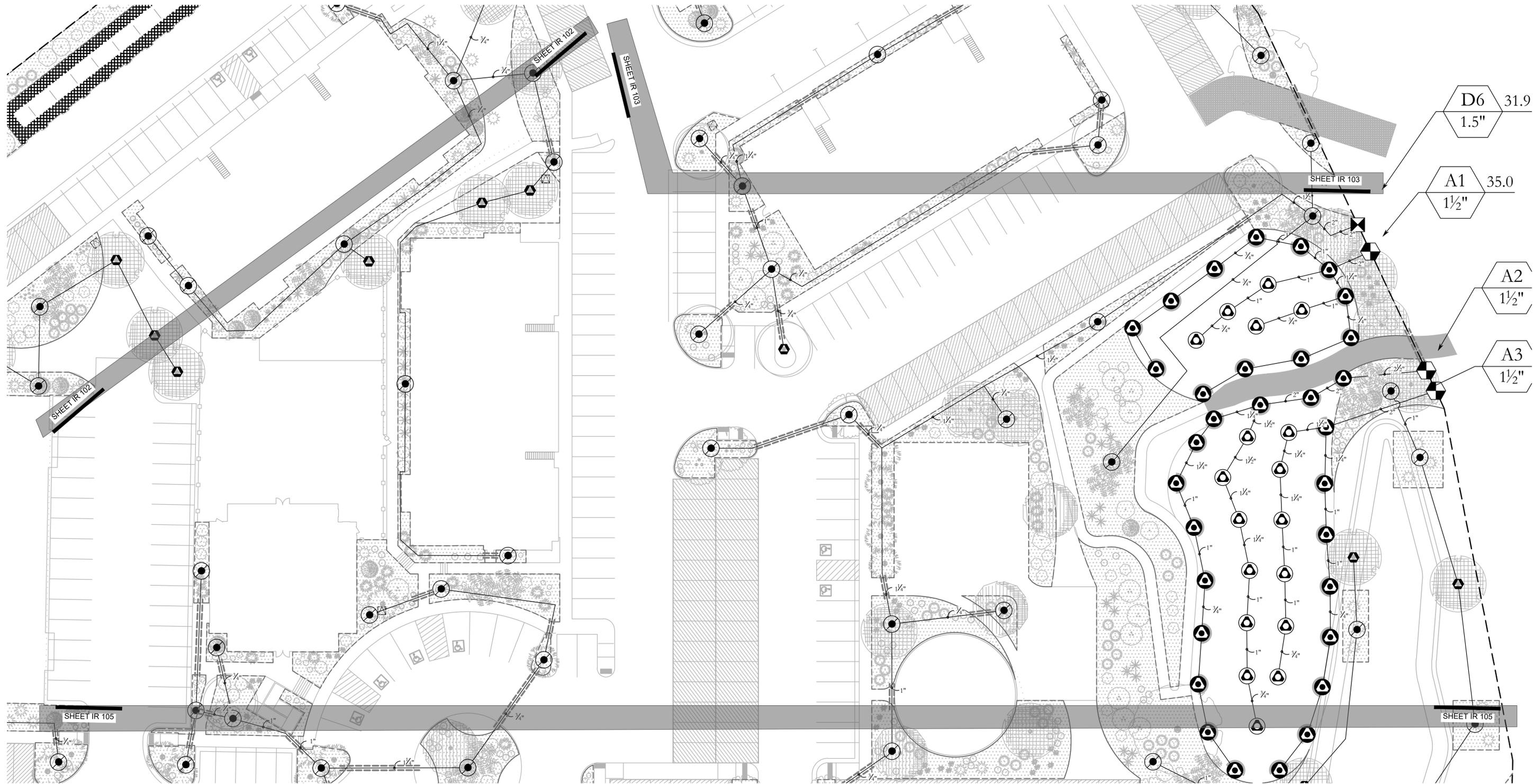


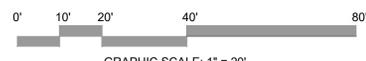
IRRIGATION NOTES

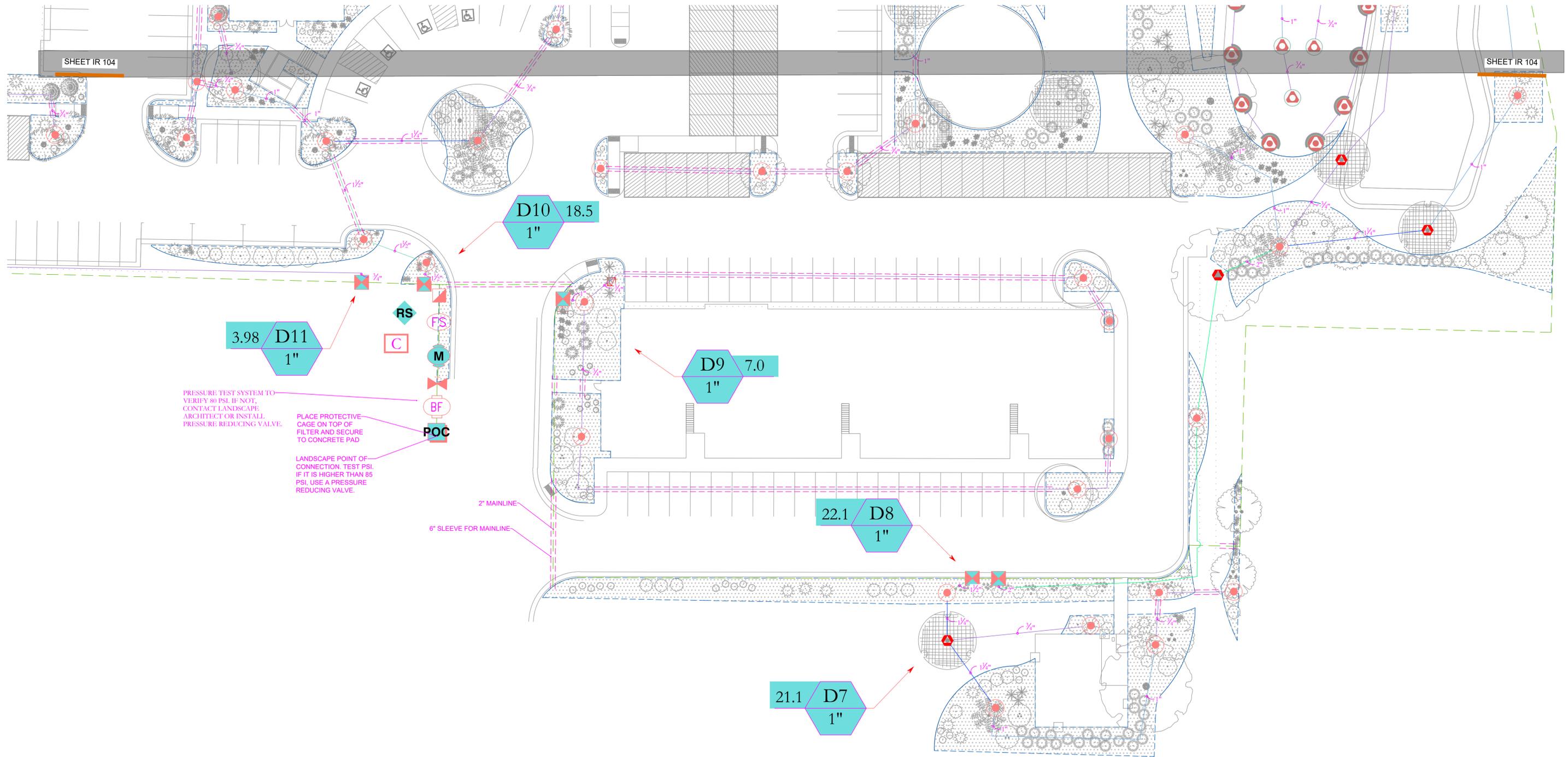
- BEFORE WORK IS TO COMMENCE, BLUE STAKES/DIG LINE IS TO BE CALLED AND NOTIFIED. IF ANY DAMAGE TO UTILITIES HAPPEN DURING CONSTRUCTION, THE CONTRACTOR SHALL REPAIR IT AT THEIR EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
 - CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS IN ACCORDANCE WITH CITY AND/OR COUNTY CODES AND COMPLY WITH SPECIFICATIONS AND DRAWINGS.
 - INVESTIGATE TO MAKE SURE THAT THE IRRIGATION SYSTEM IS, IN FACT, BEING CONNECTED TO A CULINARY SYSTEM IF IT IS NOT CONNECTED TO CULINARY, CONTACT THE OWNER AND LANDSCAPE ARCHITECT TO COORDINATE A SECONDARY SYSTEM AND REQUIRED COMPONENTS.
 - VERIFY THAT THE POINT OF CONNECTION IS IN THE CORRECT LOCATION BEFORE INSTALLATION. ALL CONNECTIONS ON THIS PROJECT ARE TO BE CULINARY WATER AND SHOULD BE NOTED AS SUCH; THEREFORE, ALL PARTS MUST MEET WATER STANDARDS THAT PERTAIN TO CULINARY WATER USE. A BACKFLOW PREVENTOR AND RPZ AS SPECIFIED.
 - ON OCCASION AND FOR GRAPHIC PURPOSES ONLY, THE IRRIGATION SYSTEM MIGHT BE SHOWN IN HARDSCAPE AREAS. THIS IRRIGATION IS TO BE PLACED IN LANDSCAPED AREAS ON THE PROPERTY SITE.
 - CONTRACTOR SHALL USE ONLY COMMERCIAL GRADE IRRIGATION PRODUCTS. THIS INCLUDES PIPE TO BE SCHEDULE 40 PVC OR BETTER. NO POLY PIPE IS TO BE USED, UNLESS BLACK POLY IS CALLED OUT FOR WIRE SLEEVING. FITTINGS UP TO 1-1/2" MUST BE SCHEDULE 40 OR BETTER. FITTINGS LARGER THAN 1-1/2" SHALL BE SCHEDULE 80 OR BETTER. CONTRACTOR IS RESPONSIBLE FOR ENSURING ACCURATE COUNTS AND QUANTITIES OF ALL IRRIGATION MATERIALS FOR BIDDING AND INSTALLATION.
 - MAIN LINES SHALL BE A MINIMUM OF 24" DEEP AND LATERAL LINES A MINIMUM OF 12" DEEP. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
 - NO IRRIGATION MAIN LINE MAY BE LOCATED WITHIN 5 FEET OF ANY STRUCTURE.
 - TO AVOID PIPE DAMAGE, ADJUST LOCATION OF PIPE TO NOT BE DIRECTLY UNDER PLANT MATERIALS. VALVE BOXES ARE PREFERRED TO BE IN PLANTER BEDS INSTEAD OF THE LAWN.
 - PLAN INDICATES 100% OR BETTER HEAD TO HEAD COVERAGE. SHOULD CONTRACTOR FIND DISCREPANCIES DUE TO NECESSARY FIELD ADJUSTMENTS, CONTACT LANDSCAPE ARCHITECT FOR IRRIGATION CORRECTION.
 - DRIP IRRIGATION TO BE INSTALLED PER DETAILS. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS. TUBING SHOULD REST TOWARD OUTER EDGE OF ROOTBALL AND NOT AGAINST TRUNK OF PLANT.
 - A QUICK COUPLER SHALL BE INSTALLED AT POINT OF CONNECTION TO ALLOW BLOW OUT OF SYSTEM BY AIR COMPRESSOR AT END OF EACH SEASON.
 - INSTALL SLEEVES FOR ALL PIPES AND WIRE CONDUIT THAT ARE PLACED UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE BEING PLACED INTERNALLY. WIRE CONDUIT SHALL BE INSTALLED IN CLASS 200 PIPE. AT ANY DIRECTIONAL CHANGE THAT OCCURS, A JUNCTION BOX IS TO BE PLACED.
 - CONDUITS CAN NOT BE SHARED BY WATER AND ELECTRICAL LINES. ALL WIRE TO BE PUT IN PVC CONDUIT. ALL WIRE CONNECTIONS TO BE PLACED IN A VALVE BOX. ALL WIRE CONNECTIONS TO USE WATERPROOF WIRE CONNECTORS WITH AT LEAST 3" OF EXTRA WIRE. PROVIDE PLENTY OF EXTRA WIRE AT EVERY DIRECTIONAL CHANGE. INSULATED 14 GAUGE COPPER TO BE USED FOR ALL CONTROL WIRES AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
 - CONTRACTOR TO INSTALL LIGHTNING ARRESTOR AND GROUNDING RODS ON SITE PER MANUFACTURER'S RECOMMENDATIONS, SEE DETAILS.
 - CONTRACTOR TO SEPARATE SYSTEM (CONTROLLER, VALVES, AND DIFFERENT COLORED WIRE) FROM CITY MAINTAINED PROPERTY AND HOA/OWNER MAINTAINED PROPERTY.
 - DUCT TAPE ALL SLEEVES TO PREVENT SOIL OR OTHER DEBRIS ENTERING PIPE. IDENTIFY ALL SLEEVES BY WOOD OR PVC STAKES AND SPRAY PAINT WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
 - TO PREVENT EROSION AND LOW POINT DRAINAGE CONTRACTOR SHALL INSTALL CHECK VALVES
 - LOCATE SPRAY HEADS NO CLOSER THAN 6" FROM WALLS, FENCES OR BUILDINGS AND 2" AWAY FROM WALKS, PATHS OR CURBS.
 - PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING. CONTACT LANDSCAPE ARCHITECT/OWNER AT THIS TIME FOR COMPLIANCE.
 - CONTRACTOR TO CONSULT WITH OWNER ON EXACT LOCATION OF CONTROLLER. CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR AND OWNER FOR THE POWER SUPPLY. INSTALL ALL PER MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL INSTALL A RAIN SENSOR WITH THE CONTROLLER UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.
 - LATERAL LINES SHALL BE NO SMALLER THAN 3/4". LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW.
- | | | |
|-----|--------|---------|
| I | 3/4" | 8 GPM |
| II | 1" | 12 GPM |
| III | 1-1/2" | 30 GPM |
| IV | 2" | 53 GPM |
| V | 2-1/2" | 75 GPM |
| VI | 3" | 110 GPM |
| VII | 4" | 180 GPM |

ISSUE DATE 3/22/2024	PROJECT NUMBER UT22098	PROJECT INFORMATION RESIDENCES AT MILLCREEK WASHINGTON, UTAH	DEVELOPER / PROPERTY OWNER / CLIENT AE URBIA 909 W. SOUTH JORDAN PARKWAY SOUTH JORDAN, UT 84095 801-575-6455	LANDSCAPE ARCHITECT / PLANNER PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com	LICENSE STAMP JTA ACP JMA 3/22/2024	DRAWING INFO PLOT DATE: 3/22/2024 IRRIGATION PLAN CITY PERMIT SET IR-103
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ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO																					
3/22/2024	UT22098	 <p>BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org</p>	<p>RESIDENCES AT MILLCREEK WASHINGTON, UTAH</p>	<p>AE URBIA 909 W. SOUTH JORDAN PARKWAY SOUTH JORDAN, UT 84095 801-575-6455</p>	<p>PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com</p>		<p>PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 3/22/2024</p>																					
<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>XXXX</td> <td>XX-XX-XX</td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td></td> <td></td> </tr> </tbody> </table>	NO.	REVISION	DATE	1	XXXX	XX-XX-XX	2			3			4			5			6			7				 <p>GRAPHIC SCALE: 1" = 20'</p>	<p>IRRIGATION PLAN CITY PERMIT SET</p>	<p>IR-104</p>
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SHEET IR 104

SHEET IR 104

PRESSURE TEST SYSTEM TO VERIFY 80 PSI. IF NOT, CONTACT LANDSCAPE ARCHITECT OR INSTALL PRESSURE REDUCING VALVE.

PLACE PROTECTIVE CAGE ON TOP OF FILTER AND SECURE TO CONCRETE PAD

LANDSCAPE POINT OF CONNECTION. TEST PSI. IF IT IS HIGHER THAN 85 PSI, USE A PRESSURE REDUCING VALVE.

2" MAINLINE

6" SLEEVE FOR MAINLINE

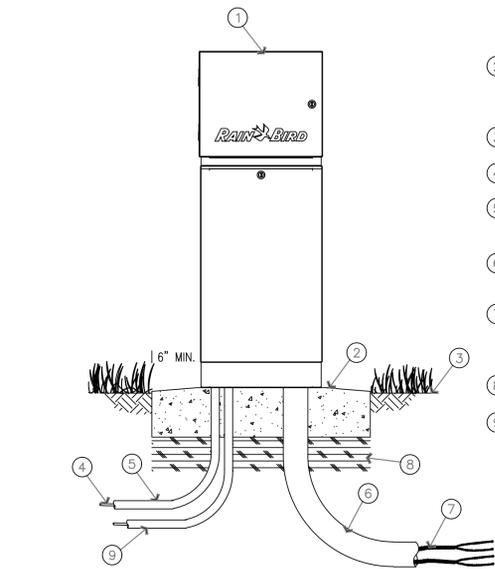
ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
3/22/2024	UT22098	<p>BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org</p>	<h1>RESIDENCES AT MILLCREEK</h1> <h2>WASHINGTON, UTAH</h2>	<p>AE URBIA 909 W. SOUTH JORDAN PARKWAY SOUTH JORDAN, UT 84095 801-575-6455</p>	<p>PKJ DESIGN GROUP Landscape Architecture / Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com</p>		<p>PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 3/22/2024</p> <p>IRRIGATION PLAN CITY PERMIT SET</p> <p>IR-105</p>
NO.	REVISION	DATE					
1	XXXX	XX-XX-XX					
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NOTES:
 1. ESP-LXIVM CONTROLLER IS AVAILABLE IN TWO MODELS. THE LXIVM WITH 60 STATIONS AND THE LXIVM PRO WITH 240 STATIONS. REFER TO THE CHART BELOW FOR DIFFERENCES BETWEEN THE TWO MODELS.
 2. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

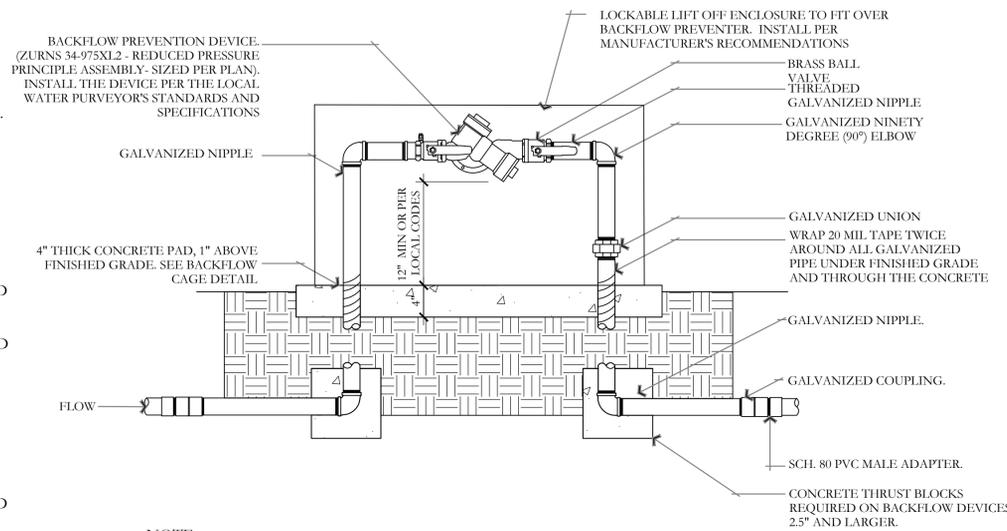
- TWO-WIRE CONTROLLER:**
 RAIN BIRD ESP-LXIVM/PRO WITH LXMM METAL CABINET AND LXMPED METAL PEDESTAL INSTALL CONTROLLER, CABINET AND PEDESTAL PER MANUFACTURER'S RECOMMENDATIONS.
- CONCRETE PAD: 6-INCH MINIMUM THICKNESS, 6-INCHES LARGER ON ALL SIDES THAN PEDESTAL FOOTPRINT
 - FINISH GRADE
 - POWER SUPPLY WIRE
 - 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR POWER SUPPLY
 - 2-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR TWO-WIRE CABLE
 - MAXICABLE TWO-WIRE PATH TO FIELD DEVICES USE A DIFFERENT CABLE JACKET COLOR FOR EACH PATH.
 - COMPACTED SUBGRADE
 - 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR GROUND

KEY SPECIFICATIONS

FEATURE	MODEL			
	MAX PROGRAMS	MAX STATIONS	MAX SIMULATIONS	WEATHER SENSORS
LX-IVM	10	60	8	5
LX-IVM PRO	40	240	16	10

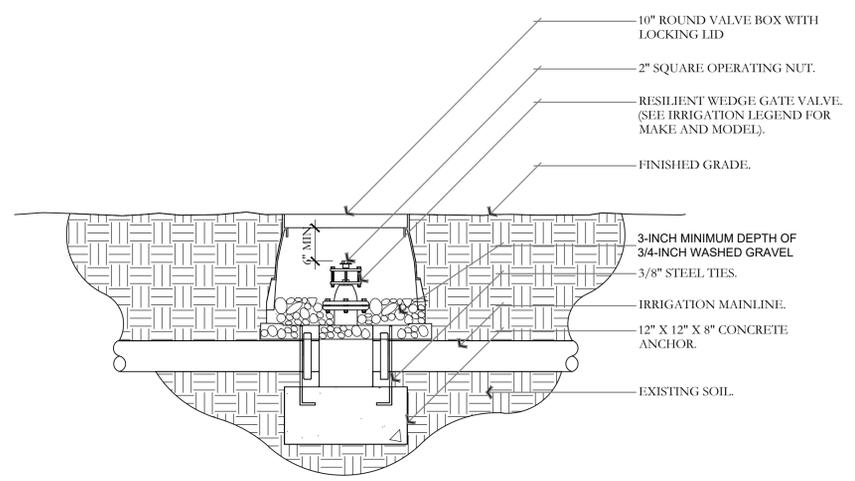


A ESP-LXIVM/PRO TWO-WIRE CONTROLLER IN METAL PEDESTAL
 NOT TO SCALE



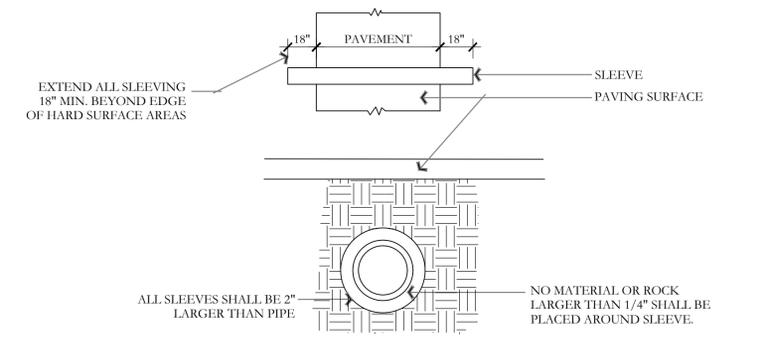
- NOTE:**
- GALVANIZED NIPPLE SHALL EXTEND 12" PAST THE EDGE OF THE CONCRETE FOOTING.
 - SCH. 80 PVC MALE ADAPTER SHALL BE USED IN CONNECTION FROM GALVANIZE TO THE MAINLINE.
 - BACKFLOW PREVENTION DEVICE SHALL BE LOCATED AS CLOSE AS POSSIBLE TO THE LANDSCAPE METER.
 - BACKFLOW PREVENTION DEVICE SHALL BE LOCATED IN PLANTING AREA UNLESS APPROVED BY OWNER'S REPRESENTATIVE.
 - SEE DETAIL FOR BACKFLOW CAGE INSTALLATION.
 - ALL ASSEMBLY PARTS (THREADED NIPPLES, FITTINGS, ETC.) SHALL BE GALVANIZED OR BRASS PER LOCAL CODES AND REQUIREMENTS.
 - ALL BACKFLOW PREVENTION DEVICES SHALL HAVE FREEZE BLANKET INCLUDED UPON INSTALLATION.
 - ALL GALVANIZED CONNECTIONS SHALL TO BE MADE USING PIPE THREAD SEALANT. ALL SCH. 80 PVC TO GALVANIZED CONNECTIONS TO BE MADE USING TEFLON TAPE.

B BACKFLOW PREVENTION DETAIL
 NOT TO SCALE

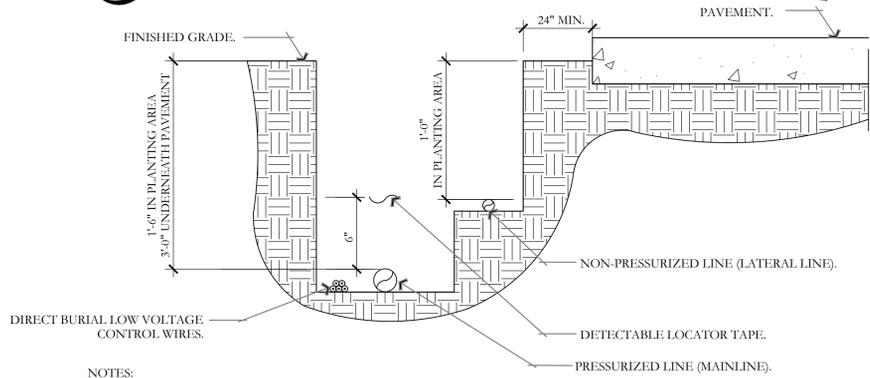


- NOTES:**
- INSTALL GATE VALVE PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
 - VALVE BOX SHALL BE WRAPPED WITH MINIMUM 3 MIL. THICK PLASTIC AND SECURE IT TO VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
 - VALVE BOX SHALL BE LOCATED IN PLANTING AREA.

C GATE VALVE AND ANCHOR DETAIL
 NOT TO SCALE

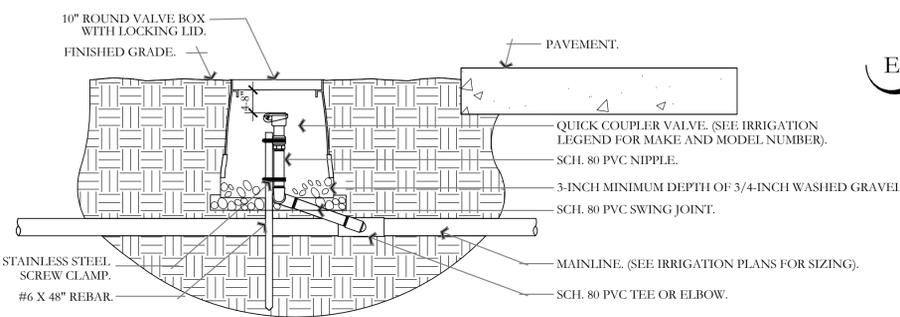


D TYPICAL SLEEVING DETAIL
 NOT TO SCALE



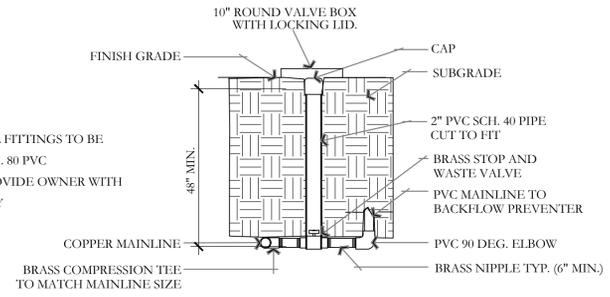
- NOTES:**
- SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.
 - DIRECT BURIAL CONTROL WIRES SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT IF REQUIRED.
 - 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.
 - DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

E IRRIGATION TRENCHING DETAIL
 NOT TO SCALE



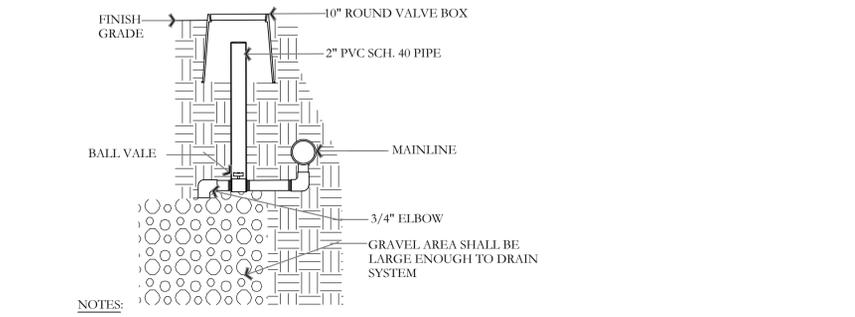
- NOTES:**
- ALL THREADED CONNECTIONS SHALL BE INSTALLED USING TEFLON TAPE.
 - VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL. THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
 - ALL QUICK COUPLERS SHALL BE INSTALLED A MINIMUM OF 18" OFF OF THE MAINLINE.
 - VALVE BOXES SHALL BE LOCATED IN PLANTING AREAS.

G QUICK COUPLER DETAIL
 NOT TO SCALE



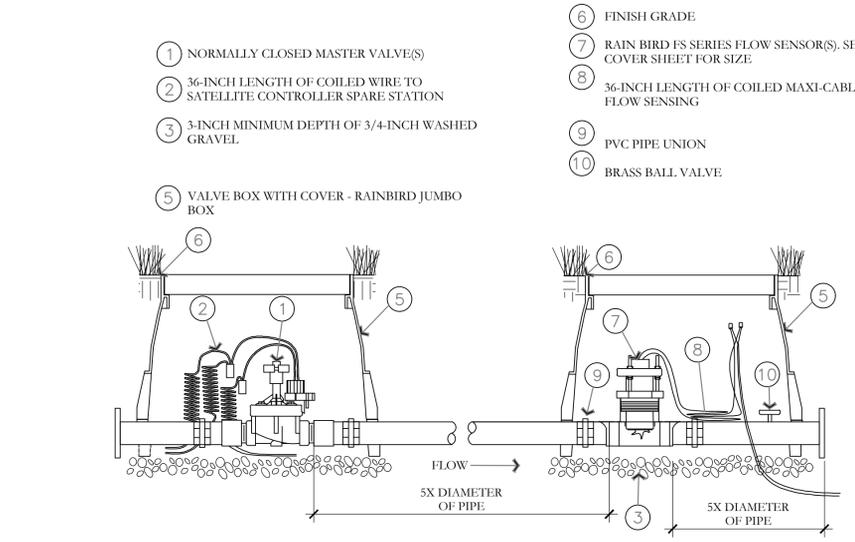
- NOTES:**
- ALL FITTINGS TO BE SCH. 80 PVC
 - PROVIDE OWNER WITH KEY

H STOP AND WASTE VALVE ASSEMBLY DETAIL
 NOT TO SCALE



- NOTES:**
- ALL FITTINGS TO BE SCH. 80 PVC
 - PROVIDE OWNER WITH KEY

F MANUAL DRAIN DETAIL
 NOT TO SCALE



- NOTES:**
- NORMALLY CLOSED MASTER VALVE(S)
 - 36-INCH LENGTH OF COILED WIRE TO SATELLITE CONTROLLER SPARE STATION
 - 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
 - VALVE BOX WITH COVER - RAINBIRD JUMBO BOX
 - FINISH GRADE
 - RAIN BIRD FS SERIES FLOW SENSOR(S). SEE COVER SHEET FOR SIZE
 - 36-INCH LENGTH OF COILED MAXI-CABLE TO FLOW SENSING
 - PVC PIPE UNION
 - BRASS BALL VALVE

I MASTER VALVE AND FLOW SENSOR DETAIL
 NOT TO SCALE

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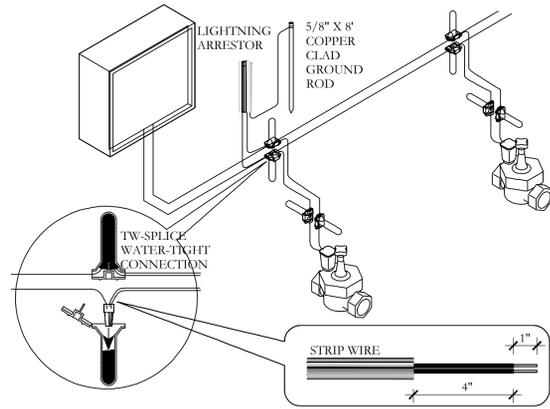
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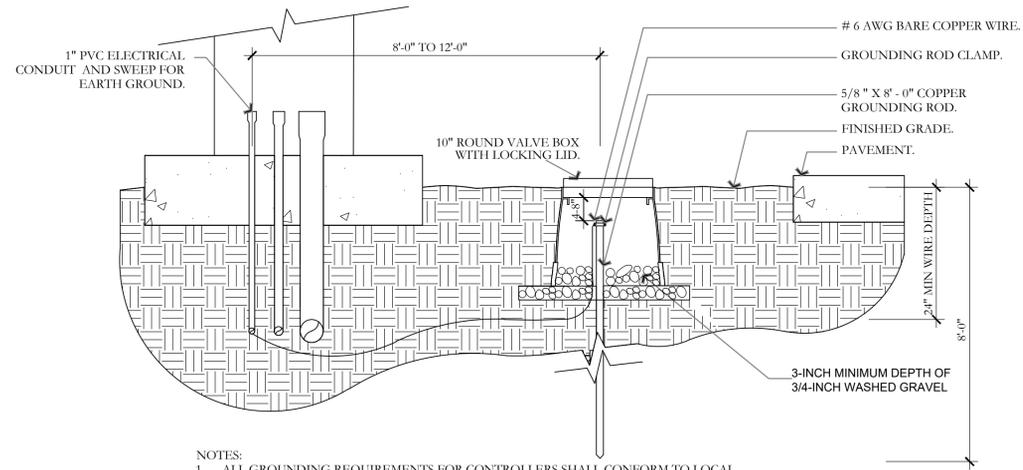
IRRIGATION DETAILS
 CITY PERMIT SET

IR-501



J 2-WIRE CONNECTION DETAIL
NOT TO SCALE

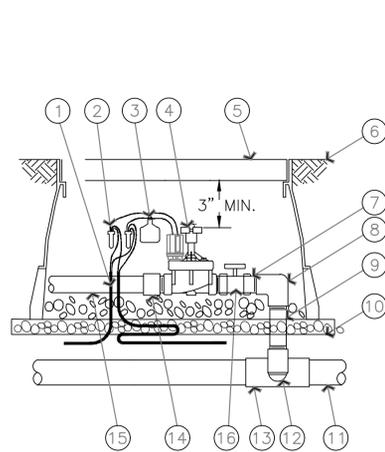
PKJ DESIGN GROUP



- NOTES:
1. ALL GROUNDING REQUIREMENTS FOR CONTROLLERS SHALL CONFORM TO LOCAL ELECTRIC CODES.
 2. GROUNDING ROD SHALL NOT BE LOCATED IN THE SAME TRENCH AS THE IRRIGATION MAINLINES OR LATERAL LINES.
 3. VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
 4. INSTALL GROUNDING ROD PER THE CONTROLLER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

K GROUNDING ROD DETAIL
NOT TO SCALE

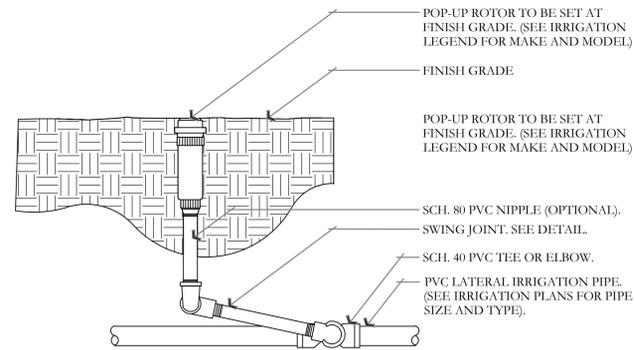
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1. 3/4-INCH LENGTH OF 2-WIRE CABLE
2. WATERPROOF CONNECTION RAIN BIRD WC20 (TWO REQUIRED)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PEB/PESB/PESB-R WITH IVM-SOL
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SCH 80 NIPPLE (CLOSE)
8. PVC SCH 40 ELL
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
11. PVC MAINLINE PIPE SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
12. PVC SCH 40 TEE OR ELL
13. PVC SCH 40 MALE ADAPTER
14. PVC LATERAL PIPE
15. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
16. BRASS BALL VALVE

M ELECTRIC REMOTE-CONTROL VALVE PEB OR PESB SERIES WITH IVM-SOL
NOT TO SCALE

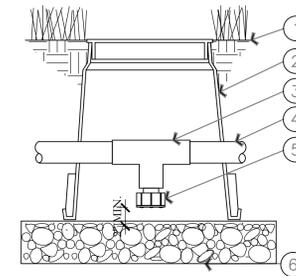
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- NOTES:
1. ALL THREADED CONNECTION POINTS BETWEEN SCH. 40 PVC AND SCH. 80 PVC FITTING SHALL BE INSTALLED USING TEFLON TAPE.
 2. CONTRACTOR SHALL COMPACT SOIL AROUND ROTOR AND RISER PRIOR TO PLANTING, PLUGGING, SEEDING, OR LAYING OF SOD.

N ROTOR HEAD DETAIL
NOT TO SCALE

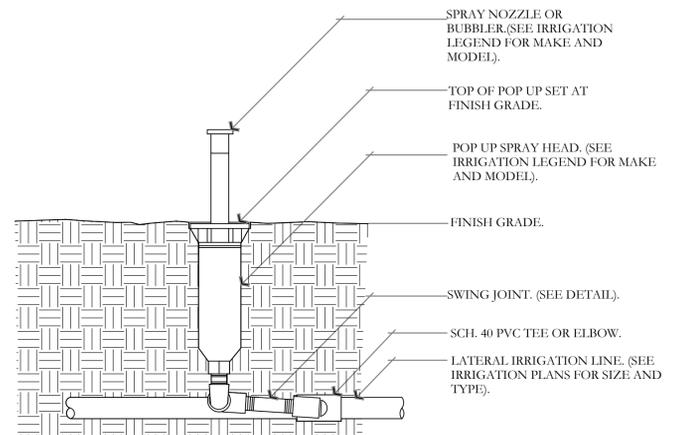
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1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-GRND
3. PVC SCH 40 TEE
4. PVC LATERAL PIPE
5. FILTERED DRAIN VALVE: RAIN BIRD 16A-FDV-075
6. 6-INCH MINIMUM DEPTH OF 3/4\"/>

L MANUAL LINE DRAIN VALVE DETAIL
NOT TO SCALE

PKJ DESIGN GROUP



- NOTE:
1. 6\"/>

O POP UP-SPRAY HEAD DETAIL
NOT TO SCALE

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ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
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3/22/2024 UT22098

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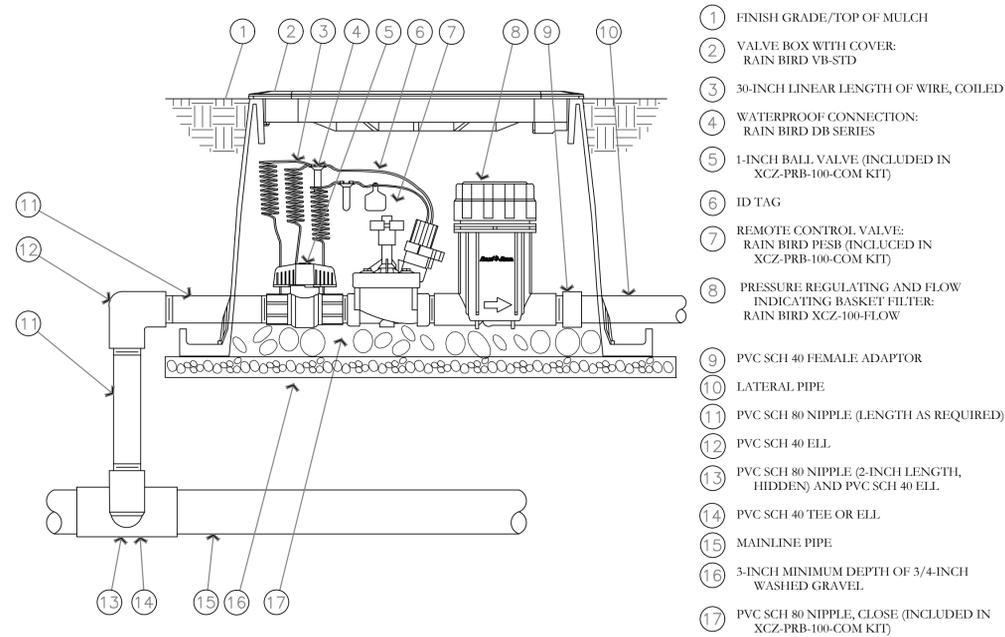
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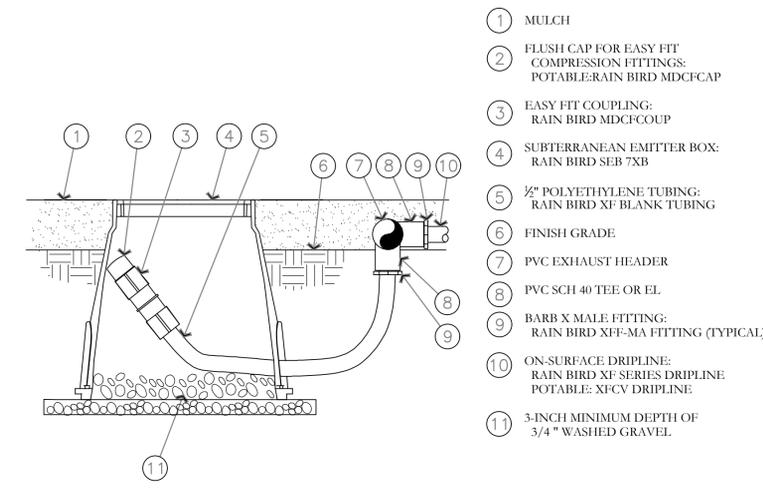
IRRIGATION DETAILS
CITY PERMIT SET

IR-502



- 1 FINISH GRADE/TOP OF MULCH
- 2 VALVE BOX WITH COVER: RAIN BIRD VB-STD
- 3 30-INCH LINEAR LENGTH OF WIRE, COILED
- 4 WATERPROOF CONNECTION: RAIN BIRD DB SERIES
- 5 1-INCH BALL VALVE (INCLUDED IN XCZ-PRB-100-COM KIT)
- 6 ID TAG
- 7 REMOTE CONTROL VALVE: RAIN BIRD PESB (INCLUDED IN XCZ-PRB-100-COM KIT)
- 8 PRESSURE REGULATING AND FLOW INDICATING BASKET FILTER: RAIN BIRD XCZ-100-FLOW
- 9 PVC SCH 40 FEMALE ADAPTOR
- 10 LATERAL PIPE
- 11 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 12 PVC SCH 40 ELL
- 13 PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
- 14 PVC SCH 40 TEE OR ELL
- 15 MAINLINE PIPE
- 16 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
- 17 PVC SCH 80 NIPPLE, CLOSE (INCLUDED IN XCZ-PRB-100-COM KIT)

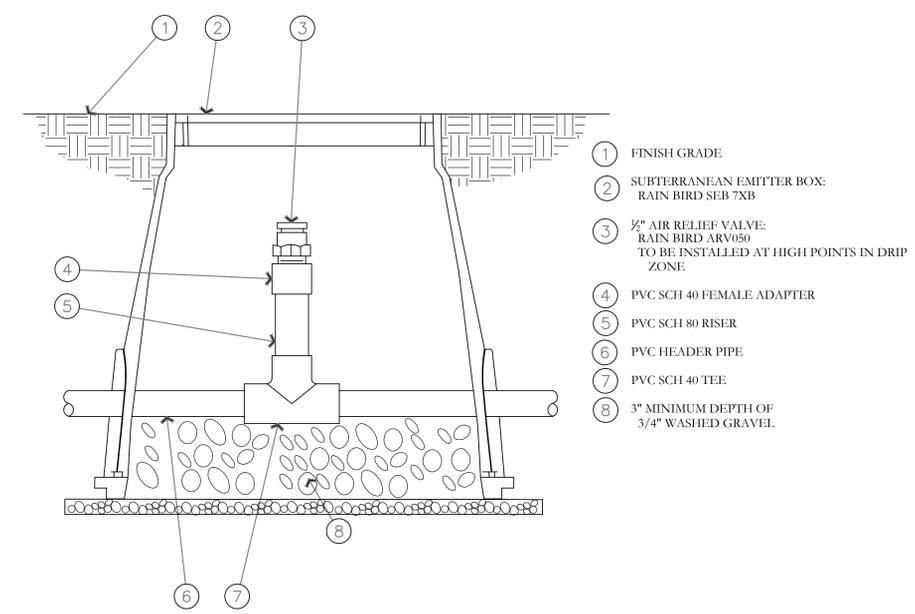
P DRIP CONTROL ZONE KIT DETAIL
NOT TO SCALE



- 1 MULCH
- 2 FLUSH CAP FOR EASY FIT COMPRESSION FITTINGS: POTABLE:RAIN BIRD MDCFCAP
- 3 EASY FIT COUPLING: RAIN BIRD MDCFCOUP
- 4 SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
- 5 1/2" POLYETHYLENE TUBING: RAIN BIRD XF-BLANK TUBING
- 6 FINISH GRADE
- 7 PVC EXHAUST HEADER
- 8 PVC SCH 40 TEE OR EL
- 9 BARB X MALE FITTING: RAIN BIRD XFF-MA FITTING (TYPICAL)
- 10 ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV DRIPLINE
- 11 3-INCH MINIMUM DEPTH OF 3/4" WASHED GRAVEL

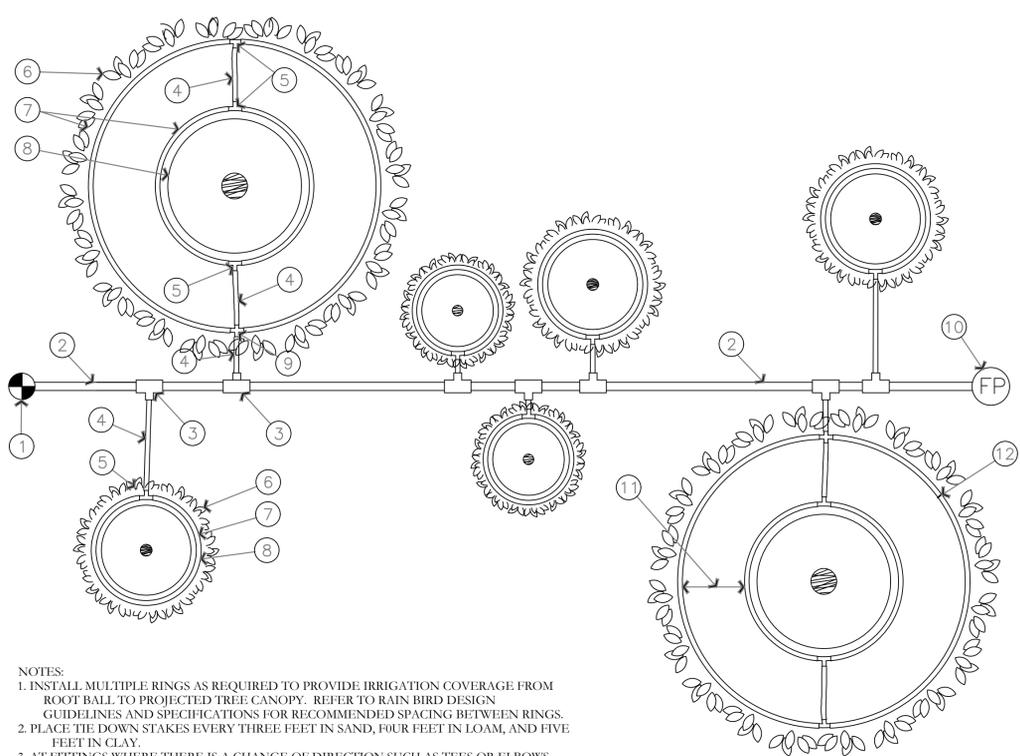
NOTE:
1. ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

Q ON-SURFACE DRIPLINE FLUSH POINT DETAIL
NOT TO SCALE



- 1 FINISH GRADE
- 2 SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
- 3 1/2" AIR RELIEF VALVE: RAIN BIRD ARV050 TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
- 4 PVC SCH 40 FEMALE ADAPTER
- 5 PVC SCH 80 RISER
- 6 PVC HEADER PIPE
- 7 PVC SCH 40 TEE
- 8 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL

R AIR RELIEF VALVE DETAIL
NOT TO SCALE



NOTES:
1. INSTALL MULTIPLE RINGS AS REQUIRED TO PROVIDE IRRIGATION COVERAGE FROM ROOT BALL TO PROJECTED TREE CANOPY. REFER TO RAIN BIRD DESIGN GUIDELINES AND SPECIFICATIONS FOR RECOMMENDED SPACING BETWEEN RINGS.
2. PLACE TIE-DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

- 1 RAIN BIRD CONTROL ZONE KIT (SIZED TO ACCOMMODATE LATERAL FLOW DEMAND)
- 2 PVC DRIP LATERAL PIPE
- 3 PVC SCH 40 TEE OR EL (TYPICAL)
- 4 1/2" POLYETHYLENE TUBING: RAIN BIRD XF SERIES-S FOR COPPER SHEILD (TYPICAL)
- 5 BARB X BARB INSERT TEE: RAIN BIRD XFF-TEE (TYPICAL)
- 6 PROJECTED CANOPY LINE OF TREE OR SHRUB (TYPICAL)
- 7 ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV SERIES PLACE AS SHOWN (LENGTH AS REQUIRED, TYPICAL)
- 8 ROOT BALL (TYPICAL)
- 9 BARB X BARB INSERT CROSS: RAIN BIRD XFD-CROSS (TYPICAL)
- 10 DRIPLINE FLUSH POINT (SEE RAIN BIRD DETAIL: "XFCV DRIPLINE FLUSH POINT WITH BALL VALVE")
- 11 SPACING PER SPECIFICATION
- 12 TIE-DOWN STAKE: RAIN BIRD TDS-050 WITH BEND (QUANTITY AS REQUIRED, SEE NOTES 2-3 BELOW)

S ON-SURFACE DRIPLINE TREE/SHRUB DETAIL
NOT TO SCALE

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
3/22/2024	UT22098			AE URBIA 909 W. SOUTH JORDAN PARKWAY SOUTH JORDAN, UT 84095 801-575-6455	PKJ DESIGN GROUP		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 3/22/2024
<h1 style="margin: 0;">RESIDENCES AT MILLCREEK</h1> <h2 style="margin: 0;">WASHINGTON, UTAH</h2>							IRRIGATION DETAILS CITY PERMIT SET IR-503

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**ORDINANCE NO. 2024-XX
AN ORDINANCE AMENDING THE ZONING
DESIGNATION WITHIN WASHINGTON CITY, UTAH**

WHEREAS, the Washington City Community Development Department has recommended the following Zone Change be adopted; and

WHEREAS, the Planning Commission, pursuant to applicable notice requirements, conducted a public hearing on June 05, 2024, which public hearing was closed, for the purpose of considering the proposed Zone Change and the making of formal recommendation to the City Council; and

WHEREAS, the City Council, pursuant to applicable notice requirement, conducted a public meeting on June 26, 2024; and

WHEREAS, the City Council has reviewed this amendment and determined that it is in the best interest of the public and promotes the health, safety and general welfare of the community; and

WHEREAS, the City Council of Washington City, Utah, desires to amend the Official Zoning Map of Washington City, and

BE IT ORDAINED BY THE CITY COUNCIL OF WASHINGTON CITY, UTAH, that the following described property is hereby amended by Zone Change request **Z-24-02**, updating the design standards and site layout of the current PUD-R zoning designation, located at approximately 500 West 115 North., and more particularly described as follows:

Parcel ID and Detailed Legal Description in Exhibit A.

PASSED AND ORDERED POSTED on this 26th day of June, 2024.

Washington City

Attest:

Kress Staheli, Mayor

Tara Pentz, City Recorder

Exhibit A

LEGAL DESCRIPTION 11.22 ACRE PARCEL

Beginning at a point on the north boundary line of The Pearl Condominiums Phase III, Document No. 00768256, Official Records, Washington County, Utah, said point lies North 01°06'09" East along the section line 2214.51 feet, and due West 797.93 feet from the Southeast Corner of Section 15, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and running thence along said boundary line and the north boundary line of The Pearl Condominiums Phase II, Document No. 00732652, Official Records, Washington County, Utah, the following seven (7) courses: 1) North 88°44'37" West 131.84 feet, 2) South 01°33'23" West 165.00 feet, 3) North 88°44'37" West 34.39 feet, 4) South 01°33'23" West 21.11 feet, 5) North 88°26'37" West 100.00 feet, 6) North 01°33'23" East 50.00 feet, and 7) North 88°26'37" West 164.00 feet to a point on the east right-of-way line of 500 West Street; thence along said line the following two (2) courses: 1) North 01°33'23" East 119.80 feet, and 2) South 72°22'41" West 52.95 feet to a point on the east boundary line of a parcel of land more particularly described in Document No. 00668233, Official Records, Washington County, Utah; thence along said line the following two (2) courses: 1) North 01°33'23" East 42.10 feet, and 2) North 88°33'39" West 438.48 feet to a point on the east boundary line of a parcel of land more particularly described in Document No. 20150015477, Official Records, Washington County, Utah; thence North 01°29'25" East along said line 168.34 feet to a point on the south right-of-way line of Interstate - 15; thence along said line the following four (4) courses: 1) North 51°51'41" East 37.30 feet, 2) North 52°13'33" East 499.40 feet, 3) North 58°37'44" East 352.10 feet, and 4) North 48°04'06" East 116.80 feet to a point on the west boundary line of a parcel of land more particularly described in Document No. 20150038589, Official Records, Washington County, Utah; thence along said line the following three (3) courses: 1) South 00°02'06" West 22.46 feet, 2) South 01°17'06" West 311.09 feet, and 3) South 89°11'34" East 121.65 feet; thence South 01°33'53" West 455.14 feet to the point of beginning.

Containing 488,851 square feet or 11.22 acres.

Briefing Document

Description: Certified Tax Rate - 2024 Calendar Year

Presenter: Jeremy Redd

Submitted By: Jeremy Redd

Recommendation: Approve the 2024 Certified Tax Rate for Washington City and the Coral Canyon SSD

Background Information:

Washington County establishes a proposed certified tax rate for Washington City for the year. It is based on a three-year rolling average of property tax revenues. The certified tax rate is revenue-neutral, meaning that as property values go up, the rate goes down, so Washington City collects the same amount of property tax and not more. Any increase in property tax value is from new growth in the community.

The Coral Canyon SSD rate is based on the debt service the City collects to repay the bonds for the district.

Fiscal Impact: Property tax collection as approved in the 2024/2025 FY Budget.

Impacted Fund: General Fund



Washington City
Feels Like Home

Property Tax Discussion

June 2024

Certified Tax Rate (59-2-924)

- A tax rate that will provide the same ad valorem property tax revenues for a taxing entity as were budgeted by that taxing entity for the prior tax year.
- This rate usually changes every year. Values never stay the same.
 - Increased values = lower rate
 - Decreased values = increased rate

Tax Rate Formula

$$\frac{\text{Last Year Budgeted Revenue}}{\text{Current Year Taxable Property Values}} = \text{TAX RATE}$$

2024 Rate - .000762

** 2021 Rate .001001
2022 Rate .000753
2023 Rate .000740

Calculation with New Growth - 2024

Revenue = \$4,597,102

_____ — .000762

TV = \$6,032,942,832

New Growth = \$374,954,355 (X) .000762 = New Growth Revenue \$285,715

(Plus or Minus changes due to reappraisal, value change, legislative mandate or court order.)

Total Property Tax Revenue 2024 = \$4,597,102

What Does My Property Tax Fund?

2023 Rates - \$550,000 Home Value

55% Taxable Value - \$302,500 (Comm. 100%)

Washington County	\$158.52
School District	\$1,504.33
Water Conservancy	\$122.21
Washington City	\$223.84
Mosquito Abatement	\$6.66
Total	<u>\$2,015.56</u>

** Coral Canyon SID - Add \$382.66

RESOLUTION R2024-xx

**A RESOLUTION SETTING THE PROPERTY TAX LEVY FOR
WASHINGTON CITY FOR TAX YEAR 2024**

WHEREAS, Washington City is required to establish the real and personal property tax levy for various municipal purposes, pursuant to § 10-6-133, Utah Code; and

WHEREAS, the City Council of Washington City desires to establish the property tax levy for the tax year 2024.

THEREFORE, it is hereby resolved by the City Council of Washington City, Utah, that:

1. Set Tax Levy. The property tax levy for real and personal property is hereby set at 0.000762 for the Tax Year 2024.
2. Effective Date. This Resolution shall take effect immediately.

PASSED AND APPROVED on this 26th day of June, 2024.

Washington City

Attest by:

Kress Staheli, Mayor

Tara Pentz, City Recorder

RESOLUTION R2024-xx

**A RESOLUTION SETTING THE PROPERTY TAX LEVY FOR
CORAL CANYON SPECIAL SERVICE DISTRICT FOR TAX YEAR 2024**

WHEREAS, Washington City is required to establish the real and personal property tax levy for various municipal purposes, pursuant to § 10-6-133, Utah Code; and

WHEREAS, the City Council of Washington City desires to establish the property tax levy for the tax year 2024.

THEREFORE, it is hereby resolved by the City Council of Washington City, Utah, that:

1. Set Tax Levy. The property tax levy for real and personal property is hereby set at 0.001145 for the Tax Year 2024.
2. Effective Date. This Resolution shall take effect immediately.

PASSED AND APPROVED on this 26th day of June, 2024.

Washington City

Attest by:

Kress Staheli, Mayor

Tara Pentz, City Recorder

Briefing Document

Description: Fraud Risk Assessment Fiscal Year 2023-2024

Presenter: Brian Brown

Submitted By: Finance Department

Recommendation: Review the Fiscal Year 2023-2024 Fraud Risk Assessment

Background Information: The Utah State Auditors developed the Fraud Risk Assessment to help all local governments identify and mitigate potential fraud, abuse, and noncompliance. As required, the City is submitting the completed Fraud Risk Assessment report for Fiscal Year 2023-2024.

Fraud Risk Assessment

Continued

*Total Points Earned: 355 /395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	0	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	0	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	20	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: Washington City

*Completed for Fiscal Year Ending: 6-30-24 *Completion Date: 6-26-24

*CAO Name: Jeremy Redd *CFO Name: Brian Brown

*CAO Signature:  *CFO Signature: 

*Required

RESOLUTION R2024-xx

A RESOLUTION ACKNOWLEDGING RECEIPT AND ACCEPTANCE OF THE WASHINGTON CITY FISCAL YEAR 2023-2024 FRAUD RISK ASSESSMENT AND DIRECTION TO FILE IT WITH THE STATE AUDITOR

WHEREAS, the Washington city council (“Council”) met in regular session on June 26, 2024, to consider, among other things, to receive and accept the Washington City FY 2023-2024 Fraud Risk Assessment (Assessment”) and direction to file it with the State Auditor; and

WHEREAS, the office of the State Auditor and the State of Utah requires local municipalities to complete a Fraud Risk Assessment as outlined by the State Auditor’s Office; and

WHEREAS, the Washington City Finance Department has completed an assessment for FY 2023-2024, a copy of which is attached here to; and

WHEREAS, the Council acknowledges receipt of the Assessment and has reviewed the Assessment.

THEREFORE, BE IT RESOLVED that the Council accepts and approves the Assessment.

BE IT FURTHER RESOLVED that the Finance Director, under the direction of the City Manager is directed to submit the assessment to the State Auditor of the State of Utah.

This Resolution shall be effective upon passage.

PASSED AND APPROVED this 26th day of June, 2024.

Washington City

Attest by:

Kress Staheli, Mayor

Tara Pentz, City Recorder

Upon recording, return to:

Washington City
Attn: Recorder's Office
111 East 100 North
Washington, UT 84780

**DEVELOPMENT AGREEMENT
(Sienna Hills Plaza Project)**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, 20____ (the "**Effective Date**"), by and between Washington City, a Utah municipal corporation (the "**City**"), and 2700 NORTH DEV PARTNERS Utah LLC and CC Cypress, LLC as tenants in common ("**Developer**"). The City and Developer may be hereinafter collectively referred to as "**Parties**," and individually as a "**Party**."

RECITALS

A. Developer has the right to develop approximately 70 acres of land located within Washington City and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"). No additional land shall be added to the Property without the express, written amendment of this Agreement, executed and approved by Developer and the City.

B. Developer desires to develop the Property as a commercial and residential mixed-use development, in a manner consistent with the City's Code, regulations, policies and plan.

C. Developer desires to develop the Property to be known as the Sienna Hills Plaza (the "**Project**"), comprised of various residential, commercial, and public uses, all as set forth in the Development Plan, attached hereto as **Exhibit B**.

D. Developer and the City desire to enter into this Agreement for the purpose of vesting the development rights of the Property in order to implement the provisions of this Agreement and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable State law, City code, policies, guidelines and regulations. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of, Utah *Code Ann.* § 10-9a-102 (2022).

E. The City desires the Project be developed, to the extent practicable, as a residential and commercial mixed-use project within the City, comprised of a harmonious and balanced mix of residential and commercial and public uses, with the further objectives of:

- (i) promoting water conservation and sustainable development;
- (ii) creating a diversity in available housing stock;
- (iii) creating a mix of commercial property generating tax revenues; and

(iv) creating private amenities along with Developer's residential and non-residential density, with ownership and maintenance by one or more community home owners' associations;

F. The City discloses and Developer acknowledges that the City operates a municipal culinary water system with no excess culinary water supply for the Project. The City discloses and Developer acknowledges that all additional water sources available to the Project must come from Developer's dedication of such sources to the City or the City's participation in the Washington County Water Conservancy District's Regional Water Supply Agreement, under which the City is a municipal customer, and pursuant to which water supplies may become limited or unavailable for delivery to the Project as determined by the Washington County Water Conservancy District.

G. The City is acting pursuant to its authority under *Utah Code Ann. § 10-9a-101*, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, guidelines, and regulations, and in the exercise of its legislative discretion, and has elected to approve this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions.

1.1. **"Administrative Amendment"** means and includes any minor amendment to the Project Plan or this Agreement or other minor modifications and action that may be approved by the Administrator as provided herein.

1.2. **"Administrator"** means the person designated from time to time by the City as the Administrator of this Agreement.

1.3. **"Agreement"** means this Development Agreement including all its Exhibits.

1.4. **"Applicant"** means a person or entity submitting a Development Application or a request for an Administrative Amendment.

1.5. **"Building Permit"** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure on any portion of the Project, or to construct any of Developer's Public Improvements.

1.6. **"Buildout"** means the completion of all of the development on all of the Project.

1.7. **“Capital Facilities Plan”** means a current plan adopted by the City or as may be amended in the future which governs the construction of certain public facility and the collection of Impact Fees as required by State law.

1.8. **“City”** means Washington City, a Utah municipal corporation.

1.9. **“City Consultants”** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.10. **“City Council”** means the elected City Council of the City.

1.11. **“City Improvements”** means the improvements described in Section 14.

1.12. **“City’s Future Laws”** means the ordinances, policies, standards, procedures, and processing fee schedules of the City which may be in effect after the Effective Date and when a Development Application is submitted for a part of the Project which may be applicable to the Development Application depending upon the provisions of this Agreement.

1.13. **“City’s Vested Laws”** means the ordinances, policies, standards, procedures, and processing fee schedules of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters that were in effect as of the Effective Date of this Agreement, as contained in *Washington City Code*, Titles 8, 9 and 10.

1.14. **“Denial”** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by the City staff.

1.15. **“Developer”** means 2700 NORTH DEV PARTNERS LLC and CC Cypress LLC, both of which own the Property as Tenants in Common, and their respective assignees or transferees as permitted by this Agreement.

1.16. **“Developer’s Public Improvements”** means the improvements described in Section 9.

1.17. **“Development Application”** means an application to the City for development of a portion of the Project including a Final Plat, a Building Permit or any other permit, certificate, or other authorization from the City required for development of the Project or any portion thereof.

1.18. **“Final Plat”** means the recordable map or other graphical representation of land prepared in accordance with *Utah Code Ann. § 10-9a-603 (2022)*, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.19. **“General Plan”** means a plan approved by the City that sets forth general guidelines for the proposed future development of property in the City, including the Property, as required and contemplated under *Utah Code Ann. § 10-9a-401, et seq. (2022)*, as amended.

1.20. **“Impact Fees”** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in *Utah Code Ann.* § 11-36a-101, et seq. (2022).

1.21. **“Intended Uses”** means the use of all or portions of the Project for commercial and residential development and more precise uses as more fully specified in the Project Plan.

1.22. **“Land Use Act”** *Utah Code Ann.* § 10-9a-101, et seq. (2022).

1.23. **“Low Impact Development”** means a land planning and design approach which seeks to maintain a site’s predevelopment ecological and hydrological function through the protection, enhancement, or mimicry of natural processes.

1.24. **“Modification Application”** means an application to amend this Agreement or the Development Application.

1.25. **“Non-City Agency”** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of any aspect of the Project.

1.26. **“Parcel”** means any approved building parcel within the Project.

1.27. **“Project Plan”** means the project plans, drawings, specifications and data sheets for the Siena Hills Plaza Project attached hereto as Exhibit B.

1.28. **“Planning Commission”** means the City’s Planning Commission established by the Zoning Ordinance.

1.29. **“Project”** means the development to be constructed on the Property pursuant to the Project Plan and this Agreement, with the associated Intended Uses and all the other aspects approved as part of this Agreement.

1.30. **“Property”** shall have the meaning set forth in Recital A.

1.31. **“State”** means the State of Utah.

1.32. **“Sub-developer”** means an entity not “related” (as defined by Internal Revenue Service regulations) to Developer which purchases a Parcel for development.

1.33. **“Subdivision”** means the division of any portion of the Project into a subdivision pursuant to State law and/or the Zoning Ordinance.

1.34. **“System Improvement”** means those elements of infrastructure that are defined as System Improvements pursuant to *Utah Code Ann.* § 11-36a-102(22) (2022).

1.35. **“Zoning Ordinance”** means the City’s Zoning Ordinance adopted pursuant to the Land Use Act that was in effect as of the date of this Agreement as a part of the City’s Vested Laws and, as applicable, amendments thereto including City’s Future Laws.

2. Incorporation of Recitals; Capitalized Terms. The foregoing Recitals are incorporated by reference into this Agreement, as a substantive part hereof. Capitalized terms used herein shall have the meaning given them in this Agreement and if not otherwise defined herein, shall have the plain and ordinary meaning within the context they appear.

3. Findings and Authority for Property Development.

3.1. Findings. Concurrent with the execution of this Agreement, The City finds that: (a) the Development Application (along with any Modification Applications thereto) and this Agreement are consistent with the General Plan, and all other applicable ordinances, rules, regulations, and policies of the City; and (b) development of the Property pursuant to this Agreement and the Project Plan will result in planning and economic benefits to the City and will further the health, safety, and welfare of the City and its residents by, among other things: (i) requiring development of the Property in a manner consistent with the applicable rules, regulations, and policies of the City; (ii) providing for the dedication of infrastructure improvements to be completed in several phases as set forth herein; (iii) increasing property tax and other revenues to the City derived from improvements to be constructed on the Property; and (iv) creating jobs from the construction, development and commercial activities located on the Property.

3.2 Acknowledgements. The City acknowledges the Developer is relying on the execution and continuing validity of this Agreement, and the City's performance of its obligations herein. Developer has expended substantial funds in the development of the Property and, in reliance upon this Agreement, will continue to expend additional funds. Developer acknowledges that the City is relying on the -Project Plan and the execution and continuing validity of this Agreement, and Developer's performance of its obligations under this Agreement, in continuing to perform the obligations of Developer herein. The City has expended substantial time, resources, and funds in connection with the proposed development of the Property and, in reliance of this Agreement, will continue to expend additional time, resources and funds.

4. Development Pursuant to Plan and Design Guidelines.

4.1 Project Plan. The City acknowledges that the Project Plan, attached hereto as Exhibit B and incorporated herein by this reference, satisfies the requirements of the City's ordinances and policies for the development of the Project. The Project Plan describes and depicts the Project as one 96-unit patio home project, two 180-unit multifamily projects, and approximately 25 acres of commercial development. The Project Plan generally depicts the intended uses, lot lines, utilities, drainage control facilities, major roads, parks, trails, and facilities that will be installed and constructed upon the Property. In addition to the foregoing, the Developer may request City's approval of minor modifications to the extent generally consistent with the Project Plan. Examples of such minor modifications shall include the following:

1. Minor modifications to roadway alignments, provided there is no change in roadway classification or construction standards.
2. Modifications to the location and size of facilities or lots.

3. The classification of all other modifications, as minor or substantial, shall be in the reasonable discretion of the City Planning and Zoning Administrator. The Administrator shall oversee the modification process for any modifications described above or any other proposed modification which City classifies as minor. All modifications shall be reflected in a written instrument signed by the Administrator. All substantial modifications may be made by an approved and written amendment to the Project Plan.

4. Design Guidelines. The Project Plan reflected herein as Exhibit B shall be amended and adapted by Developer or any Applicant for specific lot improvements, to provide the set of structure/building Design Guidelines and Standards (the “**Design Guidelines**”) that were presented to the City Council at the time of zoning approval and were agreeable to the City and which will govern the structural design of the proposed development. In all instances where infrastructure, standards, guidelines, or other details are not defined in the Project Plan nor the approved Design Guidelines and Standards, City adopted standards for construction design will otherwise govern the Project and shall be followed by the Developer.

4.2 Purpose; Authorization to Develop. The Parties desire that the City has reasonable certainty concerning the manner in which the Property will be developed, and that Developer will have reasonable certainty in proceeding with development of the Property. Developer shall comply with the terms and conditions of the Project Plan and this Agreement, and the City authorizes Developer to develop the Property as set forth in the Project Plan and this Agreement, as modified as set forth in Section 4.1.3.

4.3 Plans, Permits and Approvals; Documents. Developer shall prepare detailed construction plans, drawing, and specifications (the “**Construction Plans**”) for the Developer’s Public Improvements for the Project, which Construction Plans shall be subject to the City’s reasonable approval if the Construction Plans are consistent with the Project Plan and are not otherwise contrary to this Agreement or the City’s approval and conditions upon approval. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like as necessary and required for development of the Project. Developer agrees to provide City with a copy of any and all relevant records and documents relating to the Developer’s Public Improvements, as requested by City.

4.4 Insurance. At all times during which Developer is engaged in development activities and during any warranty period contemplated by this Agreement with respect to any portion of the Project which has been dedicated or which may be dedicated to the City, Developer agrees to obtain and maintain commercial general liability insurance with City named as an additional insured, at the rate of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

4.5 Building Permits; Occupancy. At the time that City receives the improvement completion assurance described in Section 13.2 hereof and a subdivision plat is recorded, Developer may request issuance of building permits according to City’s customary permitting process applicable to developers or builders. Subject to Developer’s compliance with Project phasing conditions for occupancy permit, Developer may request certificates of occupancy

for those structures issued building permits as long as Developer is in compliance with this Agreement, Washington City Code, and City's guidelines, standards, policies, and regulations.

4.6 Other Terms. The parties agree to resolve the following additional terms and issues prior to initiation of the Project:

4.6.1 The parties agree that during Phase 1 of the residential apartments Developer shall construct to a state of "graded-in" the road to the trailhead indicated in Exhibit B-3 and Developer shall finalize and complete the road and trailhead during Phase 2. The Parties will negotiate and agree to terms for reimbursement of Impact Fees charged to Developer for the trailhead indicated in Exhibit B-3, if it is an impact fee eligible improvement. If such trailhead does not qualify for Impact Fees reimbursement, nothing in this provision obligates Washington City to credit or reimburse trailhead time, machinery and workmen expenses, materials, or any associated costs to Developer.

4.6.2 The Developer will relocate and remediate the wash to the correct location as is shown in Exhibit D. For purposes of this agreement and the City's approval, "to remediate" includes the installation of appropriate landscaping and erosion controls, the mitigation of any cuts and scarring caused by equipment and relocation of the wash way, and installation of necessary measures to manage sediment, erosion, and future flows of water in the wash. The city has stated that because the wash is being corrected a CLOMR is not needed, a LOMR will be completed once the Wash relocation is complete.

4.6.3 The Parties will negotiate and agree to terms for reimbursement of Impact Fees charged to Developer for the road crossing the FEMA wash, if it is an impact fee eligible improvement. If such road does not qualify for Impact Fees reimbursement, nothing in this provision obligates Washington City to credit or reimburse road and FEMA wash time, machinery and workmen expenses, materials, or any associated costs to Developer.

4.6.4 The parties agree that no Certificate of Occupancy will be issued for building in the Project until (a) 3 lanes of Grapevine Crossing have been constructed connecting Grapevine Crossing to Washington Pkwy as illustrated by the thick gray line in Exhibit D; (b) the retail road illustrated in Exhibit B as a gray line is constructed to stub to the first half of the commercial area; and (c) the access to the trailhead will be bladed so that access is provided. Certificate of Occupancy will not be issued for the second phase of multifamily until the access to the trailhead is fully improved and the trailhead improvements are complete.

5. Vested Rights, Exceptions.

5.1. Vested Rights; Reserved Legislative Powers. To the maximum extent permissible under the laws of the State and the United States and at equity, this Agreement grants and vests in Developer all rights, consistent with the Project Plan and City's Vested Laws, to develop the Project according to the Project Plan as provided in this Agreement. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights

and pursuant to *Utah Code Ann. § 10-9a-509 (2022)*. It is expressly understood by the City that Developer may assign all or portion of its rights under this Agreement and the Project Plan, provided such assignment conforms to the requirements of, and any and all assignees agree to be bound by the terms of this Agreement. The foregoing notwithstanding, nothing contained herein shall be construed as a contractual limitation on any of the City's so-called "police powers."

5.2. Countervailing, Compelling Public Interest. The City and Developer acknowledge they are familiar with the "compelling, countervailing public interest" exception to the doctrine of vested rights in the State of Utah pursuant to *Utah Code Ann. § 10-9a-509(1)(a)(ii) (2022)*. Nothing in this Agreement shall limit the future exercise of power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement. This Agreement is not intended to and does not bind the City or its City Council in the independent exercise of its or their legislative discretion, except to the extent specifically set forth in this Agreement. Notwithstanding the retained power of the City to enact such legislation, such legislation shall only modify Developer's vested rights as set forth herein to the extent that facts and circumstances are present which require application of the exceptions to the vested rights doctrine as articulated in *Western Land Equities v. City of Logan*, 617 P.2d 388 (Utah 1980).

5.3. City's Future Laws. Any restrictions on the applicability of the City's Future Laws to the Project are subject to the following exceptions:

5.3.1. Agreement. City's Future Laws that Developer agrees in writing as being applicable to the Project.

5.3.2. Compliance with State and Federal Laws. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and federal laws and regulations affecting the Project.

5.3.3. Safety Code Updates. City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices, or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

5.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated.

5.3.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

5.3.6. Countervailing, Compelling Public Interest. Laws, rules or regulations that the City Council finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to *Utah Code Ann. § 10-9a-509(1)(a)(ii)* (2022).

5.3.7. Impact Fees. Impact Fees or modifications thereto, where applicable, which are lawfully adopted, imposed and collected.

5.3.8. Procedural Requirements. Revisions and amendments to the City's procedures for submission, review, and action on land use or development-related applications, as long as the same do not substantively interfere with Developer's vested rights as outlined in the Project Plan and this Agreement.

5.3.9. Invalidity. Developer covenants not to bring suit to have any of the City's Vested Laws declared to be unlawful, unconstitutional, or otherwise unenforceable. If any of the City's Vested Laws are declared to be unlawful, unconstitutional, or otherwise unenforceable, then Developer will, nonetheless comply with the terms of this Agreement. Developer shall also in that event cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provisions and which implements the intent of the Parties in that regard as manifested by this Agreement.

5.3.10. Moratoria. The Project and the rights and obligations of Developer under this Agreement shall be subject to any regulation, ordinance or moratorium enacted by the City to respond to a bona fide threat to public health and safety and involving facts and circumstances beyond the reasonable control of the City, and which represent a compelling, countervailing public interest adopted pursuant to *Utah Code Ann. § 10-9a-504* (2022). To the extent that culinary water deliveries pursuant to the City's participation in the Washington County Water Conservancy District's Regional Water Supply Agreement should cease or become insufficient for continued development for any reason outside the reasonable control of the City, Developer acknowledges and specifically agrees that temporary or permanent moratoria for lack of sufficient water supply may be enacted against the Project by the City and that any such water sufficiency moratorium shall not result in Developer's accrual of any right, claim, or damage claim against the City.

6. Development of Project

6.1. Intended Use and Densities. The Property will consist of one 96-unit residential patio home project, two 180-unit residential multifamily projects, and approximately 25 acres of commercial development, public improvements, and any other similar items regarding development of the Property to be materially consistent with the Project Plan. The Intended Uses for each Parcel are described in this Agreement and shown on the Project Plan; however, the Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market orientation and demand, interest rates, competition, and similar factors. Accordingly, and subject to the terms of this Agreement, the timing, sequencing, and phasing of development of the various Parcels in the Project shall occur as detailed in Exhibit C.

6.2. Use and Design. Intended Uses are shown on the Project Plan. The Design Guidelines for lot-specific improvements shall be adapted to this Agreement by future submission of Developer or other applicant, and approval of City, and will establish the allowable building heights, building setbacks, and other requirements for each lot specific type of use. Upon approval by the City as a minor modification through an Administrative Amendment, Developer may adjust the relative location of approved Intended Uses.

7. Approval Process for Development Applications.

7.1. Phasing. The City acknowledges that Developer and any other Applicants who have purchased Parcels of the Project may submit multiple applications from time-to-time to develop Parcels or portions thereof.

7.2. Processing. Approval processes for Development Applications shall be as provided in the City's Vested Laws, unless Developer elects otherwise under Section 8.

7.3. City's Cooperation in Processing Development Applications. The City shall cooperate reasonably in promptly processing Development Applications.

7.4. Planning Commission Review of Development Applications.

7.4.1. Unless an Applicant consents to a different schedule, all aspects of a Development Application subject to review by the Planning Commission pursuant to the City's Vested Laws (unless Developer elects otherwise under Section 8) and this Agreement shall comply with the public hearing and public meeting requirements of applicable City ordinances and State law.

7.4.2. Hearing Schedule. Any public hearing or public meeting relating to a Development Application shall be scheduled in accordance with City's Vested Laws, unless Developer elects otherwise under Section 8, and, if applicable, pursuant to this Agreement. The City will reasonably cooperate with each Applicant in such scheduling.

7.4.3. Recommendation. At the conclusion of public hearing(s) or public meeting(s) on a Development Application, the Planning Commission shall make its determination and/or recommendation consistent with the City's Vested Laws, unless Developer elects otherwise under Section 8.

7.5 City Council Review of Development.

7.5.1 Application Consideration by the City Council. After the Planning Commission has made or been deemed to have made a recommendation to the City Council on a Development Application the City Council shall consider the Development Application under the City's Vested Laws, unless Developer elects otherwise under Section 8.

7.5.2 Hearing Schedule. Any public hearing or public meeting required before the City Council shall be scheduled in accordance with City's Vested Laws, unless otherwise indicated specifically in this Agreement. The City will reasonably cooperate with each Applicant in

such scheduling. Applicant shall respond in good faith to any requests for additional information by the City Council during its consideration of any Development Application.

7.5.3 Decision of the City Council. At the conclusion of the City Council's public hearing(s) and/or public meeting(s) considering any Development Application, or at any time during any subsequent meeting, the City Council shall make a final determination on the granting, tabling or denial of the Development Application.

7.6 Non-City Agency Reviews. If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency then the Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

7.7 Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or other action by a person holding a license or professional certification required by the State or other governmental authority in a particular discipline, shall be so signed, endorsed, certified, or otherwise acted upon signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

7.8 Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, "threatened and endangered species," and other similar matters which are required by the City's Vested Laws or City's Future Laws, and this Agreement, to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in this Agreement with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in in this Agreement with the actual and reasonable costs being the responsibility of Applicant.

7.9 City Denial of a Development Application. If the City denies a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial.

7.10 Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days, or as soon thereafter as possible, of the Denial of any Development Application to attempt to resolve the issues specified in the Denial of a Development Application.

7.11 City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures of the Non- City Agency and not through the processes specified below.

7.12 Mediation of Development Application Denials.

7.12.1 Issues Subject to Mediation. Except as otherwise provided herein, issues resulting from the City's Denial of a Development Application may be subject to mediation; provided that the foregoing shall not preclude or limit either Party's ability to pursue injunctive or similar equitable relief in a court of competent jurisdiction.

7.12.2 Mediation Process. If the City and Applicant agree to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with expertise regarding the issue in dispute and mutually agree to the allocation of the mediator fees between the Parties. The chosen mediator shall within fifteen (15) business days, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, then upon mutual agreement of the Parties they may request that the mediator notify the Parties in writing of the resolution that the mediator deems appropriate; provided that the mediator's opinion shall not be binding on the Parties or admissible in any other proceedings.

8. Application Under City's Future Laws. Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's Future Laws shall not, except where preempted pursuant this Agreement, be construed to prevent Developer from relying on the City's Vested Laws for other Development Applications.

9. Developer's Public Improvements. The improvements depicted in the Project Plan, and set forth in this section, represent the public infrastructure improvements to be completed by Developer that are intended to service the Project. This section is intended to obligate Developer to bring public infrastructure from the perimeter of the Property internally to the boundary of each individual Parcel and also obligate Developer to extend utilities to the Property when and where such utilities may exist in relation to the Project. Subject to the performance by the City of its obligations herein, Developer shall cause improvements to be installed, constructed, and completed, in conformance with applicable governmental and City standards, policies and guidelines and the Project Plan, and as amended for design guidelines (the "**Developer's Public Improvements**"). The Developer's Public Improvements will be installed and constructed in stages or phases as necessary to support the development of each Parcel. Developer shall be responsible for the costs to install, construct, and complete the Developer's Public Improvements. The Developer's Public Improvements to be constructed include:

9.1. Secondary Water, Culinary Water and Water Distribution Systems. All pipes, valves, fittings, pressure reducing valve stations, air release valves and other distribution facilities within the Project for the purpose of distributing secondary and culinary water to Parcels in the Project from existing City sources, storage tanks and distribution lines that are located on the Property. Provide and install all required materials and equipment for any

culinary or secondary water utility extension from any City sources, storage tanks, and distribution lines that are not located on the Property. Provide and install all required materials and equipment for any culinary or secondary water service to parks, trailheads, or improved amenities, as required by City code and policies.

9.2. Sewer Collection System. All pipes, manholes, clean-outs, lift stations, and other collection facilities within the Project for the purpose of collecting and transporting sanitary sewer from and within the Parcels to the existing sanitary sewer connection points located along the Project. Provide and install all required materials and equipment for any sewer utility extension from City trunk lines designated to service the Property that are not located on the Property.

9.3. Electrical Distribution System. The Project will be serviced by Washington City Power. Developer agrees to provide and install all required electrical materials and equipment for installation from the point of the existing distribution system in order to provide electrical service to all Parcels, lots, units, and amenity facilities within the Project. This shall include, but is not limited to, Developer's obligation to provide conduit, cable (primary and secondary), switchgear, sectionalizers, switch basements, secondary boxes, services, and all other material and equipment required for construction of a complete electrical system. City will cooperate with Developer and provide the layout for the required system improvements, consistent with the Project Plan, and Developer shall provide and install the required electrical system per City requirements and standards and shall use a Washington City pre-qualified contractor for all installation work. Developer will provide easements and all associated documentation for the required transmission and distribution lines within the Project for electrical system improvements to connect to the existing City's existing distribution system.

9.4. Street Lighting. In consultation with Washington City Power, standard downward focused street lights will be installed on the major arterial roadways per City ordinances and standards. Street lights on the major arterial roadways will be provided and installed by a pre-qualified contractor and installed per City requirements. Arterial roadway lights will be owned and maintained by the City after approval of initial installation and acceptance by City. All other roadways to be dedicated to the City shall install standard street lights per City ordinances and standards.

9.5. Roadways. All roadways contained within the Project as shown on the Project Plan and addressed in the transportation plan and traffic study portion of the Project Plan will be constructed by Developer, unless otherwise stipulated by City or mutually constructed by Developer and City. All roadways shown on the Project Plan are intended to be public roadways and upon completion of construction shall be dedicated to the City, subject to approval and acceptance by the City. Upon dedication, the City shall be responsible for the maintenance, repair, and replacement of all such roadways. All public roadways shall be constructed using the approved road cross sections as provided in Exhibit D or otherwise as required by the City. Any utilities that are currently existing within the roadways shall, prior to construction, be inspected and replaced before installation of roadway surface improvements if City should deem them to require replacement.

9.6. Stormwater Drainage/Detention Basins. All stormwater flows generated by the development of the Project will be controlled and contained within onsite detention basins, the details of which are contained in the stormwater drainage plan and report included in the Project Plan. All improvements including pipe, inlet and outlet structures, manholes, and detention basins will be constructed by Developer. Upon completion and approval of these facilities, Developer will convey and/or dedicate these facilities—*excluding* the detention basins—to the City, at which time the City will assume ownership and maintenance of these facilities *excluding* the detention basins and any Low Impact Development features. Upon completion and City-approval of the detention basins, Developer shall retain or otherwise convey ownership of the detention basins to an approved lot owner or entity, as authorized by the City, which owner or entity shall thereafter own, operate, and maintain the detention basin(s), and any Low Impact Development features. Provide and install all required materials and equipment for any storm water utility extension from City trunk lines designated to service the Property that are not located on the Property.

10. Financial Assurance. To the extent permissible under applicable State law and City's Vested Laws, the City's Future Laws, or if applicable pursuant to this Agreement, the City agrees that this Agreement constitutes the written undertaking of Developer to cause the improvements which Developer is required to make under this Agreement to be installed, constructed and completed. Bonding required under the normal City subdivision process shall be required of Developer unless otherwise funded, in which event there shall be a written Agreement for funding. In furtherance of the foregoing, Developer may provide one or more surety bonds or agreements to satisfy the undertakings set forth herein and any bonding (including without limitation any improvement guarantee bond(s), warranty bond(s), or restoration bond(s)) as may be required to complete the Project.

11. Dedication of Developer's Public Improvements.

11.1. Process and Conditions. Developer intends to dedicate, and the City intends to accept the dedication of certain approved and acceptable Developer's Public Improvements. Developer shall retain ownership of Developer's Public Improvements constructed for respective portions of the Project and shall remain solely responsible for all necessary maintenance, repairs, and replacements of Developer's Public Improvements prior to final acceptance thereof by the City. Thereafter, except for any warranty period or valid warranty claim contemplated under Subsection 13.2 hereof, the City shall be solely responsible for all necessary maintenance, repairs, and replacements of Developer's Public Improvements. Developer shall satisfy the obligation to dedicate the Developer Public Improvements by causing: (i) the filing of a dedication plat; or (ii) the filing of a final subdivision plat including dedication. The City shall approve and accept dedication of any Developer's Public Improvements, in whole or in part, as necessary to support the phase of development as long as the Developer's Public Improvements are materially consistent with the Project Plan and the applicable Final Plat, and determined by the City to meet its building code or other similar standards for such improvements. Subject to Developer's one-year warranty obligations, the City shall own, operate, and maintain the dedicated, approved, and accepted Developer's Public Improvements without further charge or cost to Developer; provided, however, at the request of the City, and

to the extent not prohibited by law or contract, Developer shall assign to the City any contractual warranty rights existing for such Developer's Public Improvements. As necessary, Developer will contractually obligate its Sub-developers/builders to dedicate any applicable portion of the Developer's Public Improvements in accordance with this Agreement. Developer agrees that no connections to Developer's Public Improvements shall occur before City approves and accepts the same, as contemplated herein.

11.2 Guarantee of Performance; Warranty. Developer acknowledges and agrees that an improvement completion assurance is required for all Developer's Public Improvements within the Project. If Developer desires to record any plat prior to Developer's completion of Developer's Public Improvements and City's acceptance, Developer will furnish to City an improvement completion assurance in accordance with Washington City Code in an amount required by City, but not to exceed one hundred ten percent (110%) of the engineer's estimate price for faithful completion of the Developer's Public Improvements. If Developer fully completes and City approves and accepts all of the Developer's Public Improvements prior to recording of any subdivision plat, Developer shall only be required to furnish to City an improvement warranty. Prior to City's acceptance of the Developer's Public Improvements, Developer shall execute an improvement warranty for a one (1) year improvement warranty period requiring Developer to guarantee that the Developer's Public Improvements will meet City standards throughout the one-year period following City's acceptance and final approval. The improvement warranty period for each completed portion of the Developer's Public Improvements will commence upon approval and acceptance of such Developer's Public Improvements by City.

12. Maintained Stormwater Drainage Systems. Any stormwater drainage facilities not accepted by the City shall be conveyed by Developer to an approved lot owner or entity, as authorized by the City, which owner or entity shall thereafter own, operate, and maintain the detention basin(s), and any Low Impact Development features. Developer will dedicate an easement to the City for the major drainage systems. The dedication will occur either by dedication plat or upon subdivision platting. Thereafter, the City shall maintain any portions of the stormwater drainage system located within the easements or rights of way that have been accepted by the City and are not owned by an owner or entity that received conveyance from Developer.

13. City Improvements. The City shall cause the following improvements to the Property to be provided, installed, constructed, and maintained, at such time as it becomes necessary for the development of the Project (collectively, the "**City Improvements**"):

13.1. Electrical Power Supply System. The City shall cause to be installed sufficient infrastructure to support the supply of electricity to the Project. The Developer shall use commercially reasonable efforts to provide the proposed improvement timing and unit counts in sufficient detail to allow for the proper installation lead times for the needed City improvements.

13.2. Culinary Water Supply and Storage. The City shall cause to be installed sufficient infrastructure to support the supply of culinary water service with adequate flow,

capacity, and quality to satisfy the uses contemplated in this Agreement, together with adequate facilities for storage of such water to be delivered to the Project. Developer shall be responsible for all on-site water distribution systems within the Project along with any relocation of existing facilities within the Project. The City's obligations hereunder shall only bind the City to the extent that culinary water deliveries pursuant to the City's participation in the Washington County Water Conservancy District's Regional Water Supply Agreement should remain sufficient and satisfactory for continued development. Developer acknowledges that at the time of the negotiation and execution of this Agreement, the City possesses no excess culinary water supply for the Project and that all Project culinary water supplies are contemplated to come from culinary water delivered from the Washington County Water Conservancy Agreement or from water supplies dedicated by the Developer.

13.3. Secondary Irrigation Water. There currently is no secondary irrigation water available for the Project. City is developing a secondary water system master plan which may identify a source for secondary water. The Parties covenant to work to implement this system if secondary water sources become available. When the secondary water sources are certified by City as available for the project, Developer shall promptly convert all outdoor and non-culinary uses of culinary water to the City's secondary water service.

13.4. Sanitary Sewer. The City shall make available in key locations at the perimeter of the Project, a sewer collection system of adequate size and capacity to service the Intended Uses in the Project. This system will include outfall sewer lines, and other facilities as reasonably necessary to accommodate the sanitary sewer requirements of the Project. Some of the City provided sanitary sewer facilities will be located within the Project. Developer shall be responsible for installation and construction of all on-site sewer collection systems and delivery from those on-site systems to the City installed facilities within the Project. Developer's sewer improvements may include but are not limited to outfall sewer lines, lift stations, high pressure lines, and other facilities.

14. Impact Fees; Credits.

14.1. Impact Fees. The City may charge Impact Fees at the time and in the course of development of the Property as the City customarily charges to other developers or builders, in a non-discriminatory manner. Developer and any applicable Sub-developer, or builder shall pay any and all Impact Fees assessed by City in accordance with the standard applicable City requirements and state law. As a part of the approval of a Development Application, the City may require Developer, Sub-developer, or builder to build portions of infrastructure improvements as shown on Washington City's then-current Capital Facilities Plan instead of Developer's Public Improvements. In such event, and as a condition to the Developer's obligation to build such infrastructure improvements, the City and Developer, Sub-developer, or builder shall execute an agreement providing for the reimbursement of the actual costs incurred by Developer or the applicable Sub-developer or builder to construct any infrastructure improvements required by City in excess of those identified to serve the Project. If the Parties cannot reach agreement on the terms of a reimbursement agreement, then the terms of such a reimbursement agreement shall be subject to the mediation provisions as provided herein. If any variation in the level of required Developer's Public Improvements is

necessitated by an erroneous sizing by Developer or by changes to the demand needs caused by a material change to the Project Plan by Developer, Sub-developer, or builder, then the above provision requiring a reimbursement agreement shall not be applicable to the resulting differences.

15. Term; Extension.

15.1. Term. The term of this Agreement shall be until December 31, 2028. If as of that date Developer has not been declared to be in default as provided in this Agreement, or if any such declared default has been or is being cured as provided therein, then this Agreement shall be automatically extended until December 31, 2033. This Agreement shall also terminate automatically at Buildout, except that to the extent any obligations under this Agreement by their nature are intended to survive the termination of this Agreement, such obligations shall survive such termination.

15.2. Initial Development Application. This Agreement shall automatically terminate if Developer fails to submit a Development Application for approval within at least twelve (12) months from the Effective Date of this Agreement; provided that nothing contained herein shall prevent Developer from seeking one or more extensions of such deadline by application to the City.

15.3. Extension. The term of this Agreement may be modified upon mutual written agreement of the Parties.

16. On-Site Processing of Natural Materials. Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate or topsoil for use in the construction of infrastructure, or other buildings or improvements located in the Project, subject to any/all applicable State or federal laws, City's Vested Laws or City's Future Laws, and if applicable, pursuant to this Agreement. Developer shall make application for the appropriate permit for all such uses pursuant to the processes provided in the City's Vested Laws, the City's Future Laws, or, if applicable, pursuant to this Agreement. In connection with the foregoing, the City will review and, as appropriate, approve the temporary grading and exporting of excess dirt material for development of the Project, as necessary to effectuate, and in accordance with, the Project Plan. Developer may permit grading contractors to export and engage in incidental sales of excess materials resulting from such activities to extent approved by the City under any/all applicable State or federal laws, City's Vested Laws or City's Future Laws, and if applicable, pursuant to this Agreement. Developer may also make an application for the appropriate temporary permit for the production of concrete and asphalt pursuant to applicable processes as if it were a conditional use as provided by applicable law. Conditional uses for all uses contemplated in this section shall terminate at Buildout or at the termination or expiration of this Agreement.

17. Amendment. Any future amendments to this Agreement or the Project Plan shall be memorialized in writing that is mutually signed by the Parties.

18. Assignment and Transfer of Development. If Developer assigns, transfers, or otherwise conveys, the entire Project or any portion thereof to a subsequent owner, then this Development Agreement shall inure to the benefit of and be binding upon such subsequent owner. In the event that the rights of Developer under this Agreement are to be transferred or assigned, in whole or in part, Developer shall provide City written notice of such proposed assignment within 30 days following the effective of date of such transfer. Developer shall also provide City with copies of an express acknowledgement by such transferee(s) of the existence of this Agreement and transferee's agreement to be bound hereby.

19. Default. Failure by a Party to perform any such Party's obligation under this Agreement for a period of 30 days (the "**Cure Period**") after written notice of failure from the other Party shall constitute a default by such failing Party under this Agreement; provided however, that if the failure cannot reasonably be cured within 30 days, the Cure Period shall be extended for the time period reasonably required to cure such failure, so long as the failing Party commences its efforts to cure within the initial 30 day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible.

20. Notice and Filings. All notice, filings, consents, approvals and other communications provided for or given in connection herewith shall be validly given, filed, made, delivered, or served if in writing and delivered personally, sent prepaid by certified mail, or by a national overnight delivery service, freight prepaid, to:

The City:
WASHINGTON CITY
111 North 100 East Washington City, Utah 84780
Attention: City Manager

With a copy to:

WASHINGTON CITY
111 North 100 East Washington City, UT 84780
Attention: City Attorney

and

Developer:
2700 NORTH DEV PARTNERS
12527 Wildflower Lane
Highland UT 84003

CC Cypress
914 W 2nd Ave
Windermere FL 34786

or to such other addresses as either Party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communication by personal delivery or overnight delivery shall be effective upon receipt and if given by certified mail shall be deemed delivered 72 hours following deposit in the U.S. mail, postage prepaid as set forth above.

21. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

23. Captions and Construction. This Agreement shall be construed according to its plain meaning and as if prepared by all Parties hereto and shall be interpreted in accordance with State law. The descriptive heading of the sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word except where the context requires such limitation.

24. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement.

25. Estoppel Certificate. Upon twenty (20) business days' prior written request by Developer to the City, the City will execute an estoppel certificate to any third party certifying that Developer at that time is not in default of the terms of this Agreement, conditioned upon Developer not being in default of the terms of this Agreement at such time.

26. Time of the Essence; Force Majeure. Except as otherwise provided in this section, time is of the essence in this Agreement. If after reasonable and prudent efforts to perform, either Party is delayed, hindered or prevented from the performance of any act required hereunder by reason or inability to procure materials, acts of God, failure of power, riots, insurrection, war, national or international pandemic, or other reason of a like nature (other than labor disputes) not the fault of the Party delayed in performing work or doing acts required

under this Agreement, the performance of such acts will be extended for a period equivalent to the period of such delay. Developer specifically acknowledges and agrees that any insufficiency or limitation to the supply or delivery of culinary water supplies resulting from any cause other than City's gross negligence or willful misconduct shall not be the fault of the City and that any such occurrence in the culinary water system shall excuse the City from all culinary water related obligations hereunder. To the extent that Developer or the Washington County Water Conservancy District are able to provide additional culinary water supplies to the Project, the performance of the City's culinary water delivery obligations will be extended for such period of time until the reasons for culinary water insufficiency have been resolved sufficient for the City to deliver culinary water to the Project.

27. Termination on Sale to the Public. In order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall terminate without the execution or recording of any further document or instrument as to any lot which has been finally subdivided and individually leased (for a period longer than one year) or sold to the purchaser or user thereof (a "**Public Lot**") and thereupon such Public Lot shall be released from and no longer be burdened by the provisions of this Agreement.

28. Assignment or Transfer of Development. The Project contains substantial public improvement details, including drainage of storm waters, wash relocation, and public road dedication and construction that implicate heightened concern if this agreement and its phases are parceled out and/or transferred or assigned without City knowledge of responsibility for such elements. As such, this Agreement and its rights and responsibilities are not transferable except by written consent signed by City, which written consent shall detail the identity of any transferee or assigns and also address responsibility for public improvements and Project phasing plans. In the event that the rights of Developer under this Agreement are proposed to be transferred or assigned, in whole or in part, Developer shall provide City written notice of such proposed assignment within 30 days prior to the effective date of such transfer and Developer shall prepare a proposed written consent for City review that complies with this provision. Developer shall also provide City with copies of an express acknowledgement by any such transferee(s) of the existence of this Agreement and transferee's agreement to be bound hereby. City's written consent shall not be reasonably withheld, except that the parties agree that for any proposed transfer that fails to address the terms and details for phasing and public improvements, it would be reasonable for City to withhold consent.

29. No Partnership or Third-Party Beneficiaries. Nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, or corporation not a party hereto, and no such other person, organization, or corporation shall have any right or cause of action hereunder.

30. Names and Plans. Developer shall be the sole owner of all plans, drawings, specifications, ideas, programs, designs, and work products of every nature developed, formulated, or prepared by or at the request of the City in connection with the Property and the Project.

31. Good Standing Authority.

31.1. Developer hereby represents and warrants to the City that: (i) Developer is a duly registered limited liability company; (ii) the individual(s) executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

31.2. City hereby represents and warrants to Developer that: (i) the City is a Utah municipal corporation; (ii) the City has power and authority pursuant to the Land Use Act and the Zoning Ordinance to enter into and be bound by this Agreement; (iii) the individual(s) executing this Agreement on behalf of the City are duly authorized and empowered to bind the City; and (iv) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

32. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and the Agreement shall otherwise remain in full force and effect.

33. Governing Law. This Agreement is entered into in the State and shall be construed and interpreted under the laws of the State of Utah.

34. Recordation. Within ten (10) business days of the Effective Date of this Agreement, it shall be recorded in its entirety at Developer's expense in the Official Records of Washington County, Utah. Each commitment and restriction on development set forth herein shall be a burden on the Property, shall be appurtenant to and for the benefit of the City and Developer and shall run with the land.

35. No Waiver of Governmental Immunity. Each of the Parties agrees and acknowledges that Washington City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq., as amended (the "**Act**"). Developer and City agree that nothing in this Agreement is or shall be construed as a waiver by Washington City of any protections, rights, immunities, or defenses applicable to the City under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments, beyond the express waivers set forth in the Act. Developer acknowledges and City represents and declares that it is not the intent of City, by entering this Agreement, to incur by or through this Agreement any liability for the operations, acts, or omissions of Developer and Developer's agents, and nothing in this Agreement shall be so interpreted or construed.

36. Indemnity.

36.1. By Developer. Developer agrees to indemnify, defend with counsel of City's choice, and hold harmless City, and its employees, officers, and agents from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer's agents; (ii) any breach of this

Agreement by Developer; (iii) any negligent or defective construction of any part of the Developer's Public Improvements during construction thereof, and from completion of such construction until completion of the one-year improvement warranty date specified herein; and (iv) liens or claims on the Developer's Public Improvements by an persons providing materials and/or services related to such Developer's Public Improvements.

36.2. By City. City agrees to indemnify, defend with counsel of Developer's choice, and hold harmless Developer, and its employees, officers, and agents from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from City's acts, omissions, or failures in any incident arising from or related to the subject matter of this Agreement and for which governmental immunity has been expressly waived under the Act.

37. Entire Agreement. This Agreement, together with the Project Plan and other exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged. All amendments shall be in writing and signed by the City and Developer, and shall be recorded.

[Signature Pages to Follow]

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

2700 NORTH DEVELOPMENT PARTNERS
a Utah limited liability company

By: _____
Name: Austin Pritchett
Title: Manager

CC Cypress
a Utah limited liability company

By: _____
Name: Jared Remington
Title: Manager

WASHINGTON CITY
A Utah municipal corporation

Attest:

Kress Staheli, Mayor

Tara Pentz, MMC, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF WASHINGTON)

On the _____ day of _____, 20____, personally appeared before me Kress Staheli and Tara Pentz, who being by me duly sworn did say that they are the Mayor and Recorder, respectively, of Washington City and the signers of the above instrument, who duly acknowledged that they executed the same.

Given under my hand and seal this _____ day of _____ 20_____.

Notary Public

DEVELOPER ACKNOWLEDGMENT

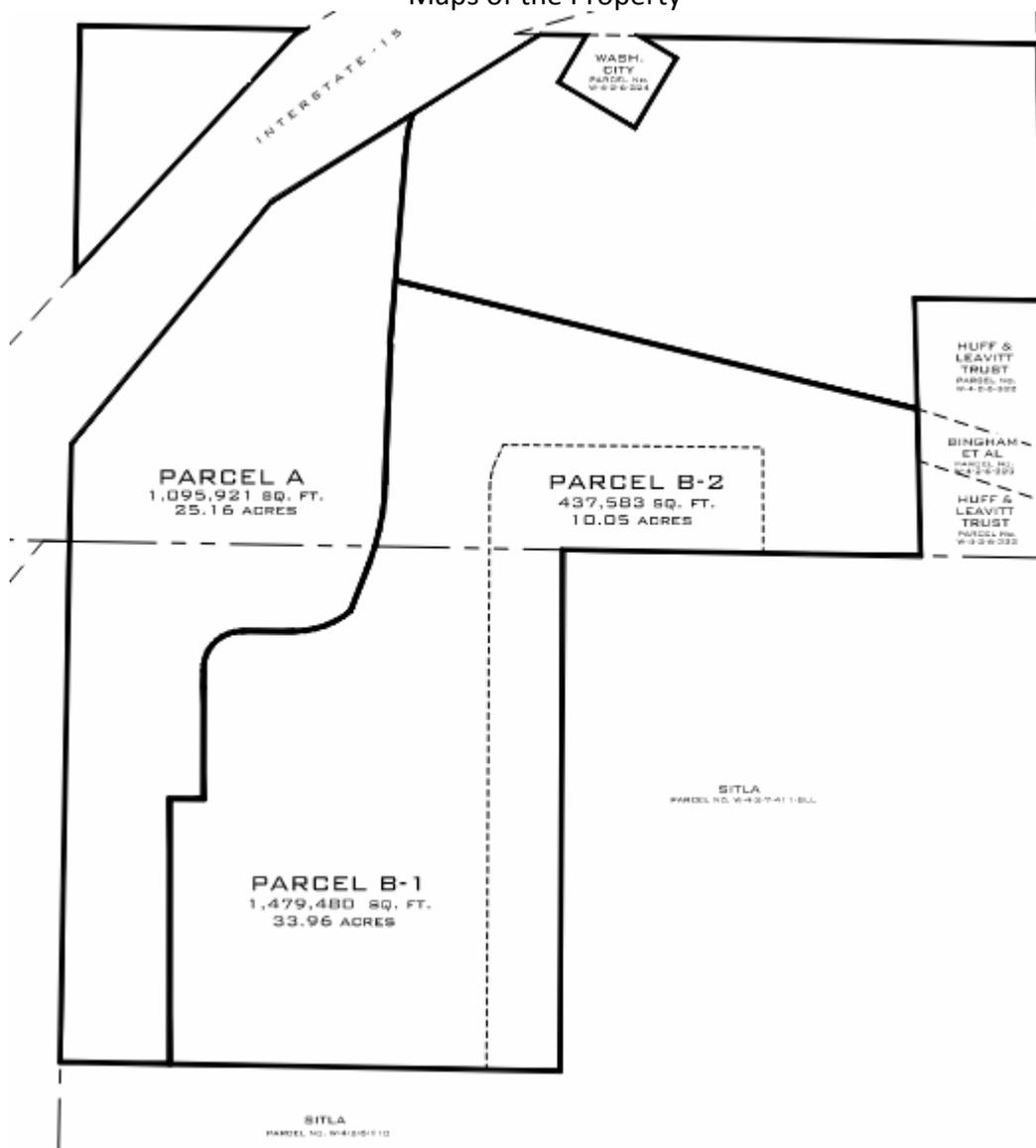
STATE OF UTAH)
 :SS
COUNTY OF _____)

On the ____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn did say that she/he is the Manager of _____ and has the authority to sign for said limited liability company and is the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this _____ day of _____ 20_____.

Notary Public

Exhibit A
Legal Description and
Maps of the Property



1.
Parcel A:

Beginning at the Southwest Corner of Section 6, Township 42 South, Range 14 West, Salt Lake Base & Meridian, and running;

thence North $01^{\circ}09'26''$ East 248.74 feet along the section line to the southeasterly line of Interstate 15;

thence northeasterly the following (2) courses along said southeasterly line of Interstate 15;

thence North $39^{\circ}28'50''$ East 804.51 feet;

thence North $58^{\circ}05'16''$ East 427.71 feet;

thence South 93.32 feet along an arc of a 347.03 foot radius curve to the left (center bears South $70^{\circ}06'53''$ East, long chord bears South $12^{\circ}10'52''$ West 93.04 feet with a central angle of $15^{\circ}24'29''$);

thence South 04°28'38" West 500.26 feet;
thence South 02°03'23" West 358.28 feet;
thence South 208.94 feet along an arc of a 636.72 foot radius curve to the right (center bears North 87°56'25" West, long chord bears South 11°27'38" West 208.01 feet with a central angle of 18°48'07");
thence South 20°51'53" West 131.31 feet;
thence West 159.64 feet along an arc of a 236.00 foot radius curve to the right (center bears North 38°45'29" West, long chord bears South 70°37'16" West 156.62 feet with a central angle of 38°45'29");
thence West 129.91 feet;
thence Southwest 157.55 feet along an arc of a 98.93 foot radius curve to the left (center bears South 00°37'27" West, long chord bears South 45°00'00" West 141.42 feet with a central angle of 91°14'55");
thence South 00°37'27" East 45.89 feet;
thence South 283.59 feet;
thence West 86.50 feet;
thence South 679.08 feet to the southerly line of sectional Lot 1, Section 7, Township 42 South, Range 14 West, Salt Lake Base & Meridian;
thence North 88°56'56" along said southerly line of sectional Lot 1 to the section line to the section line;
thence North 01°01'43" East 1,334.15 feet along the section line to the Point of Beginning.

Containing 1,095,921 square feet or 25.16 acres.

Parcel B:

Beginning at a point on the section line, said point being North 89°01'15" West 330.00 feet along said section line from the South Quarter Corner of Section 6, Township 42 South, Range 14 West, Salt Lake Base & Meridian, and running;

thence North 89°01'15" West 915.83 feet along the section line to the northeast corner of sectional Lot 1, Section 7, Township 42 South, Range 14 West, Salt Lake Base & Meridian;
thence South 00°20'37" West 1,335.84 feet along the easterly line of said Sectional Lot 1 to its southeasterly corner;
thence North 88°56'56" West 998.81 feet;
thence North 679.08 feet;
thence East 86.50 feet;
thence North 283.59 feet;
thence North 00°37'27" West 45.89 feet;
thence Northeast 157.55 feet along an arc of a 98.93 foot radius curve to the right (center bears North 89°22'33" East, long chord bears North 45°00'00" East 141.42 feet with a central angle of 91°14'55");
thence East 129.91 feet;

thence East 159.64 feet along an arc of a 236.00 foot radius curve to the left (center bears North, long chord bears North 70°37'16" East 156.62 feet with a central angle of 38°45'29");

thence North 20°51'53" East 131.31 feet;

thence North 208.94 feet along an arc of a 636.72 foot radius curve to the left (center bears North 69°08'19" West, long chord bears North 11°27'38" East 208.01 feet with a central angle of 18°48'07");

thence North 02°03'23" East 358.28 feet;

thence North 04°28'38" East 163.10 feet;

thence South 76°09'33" East 1,376.52 feet;

thence South 01°18'41" East 376.69 feet to the Point of Beginning.

Containing 1,917,063 square feet or 44.01 acres.

Exhibit B

Project Plan

Exhibit C

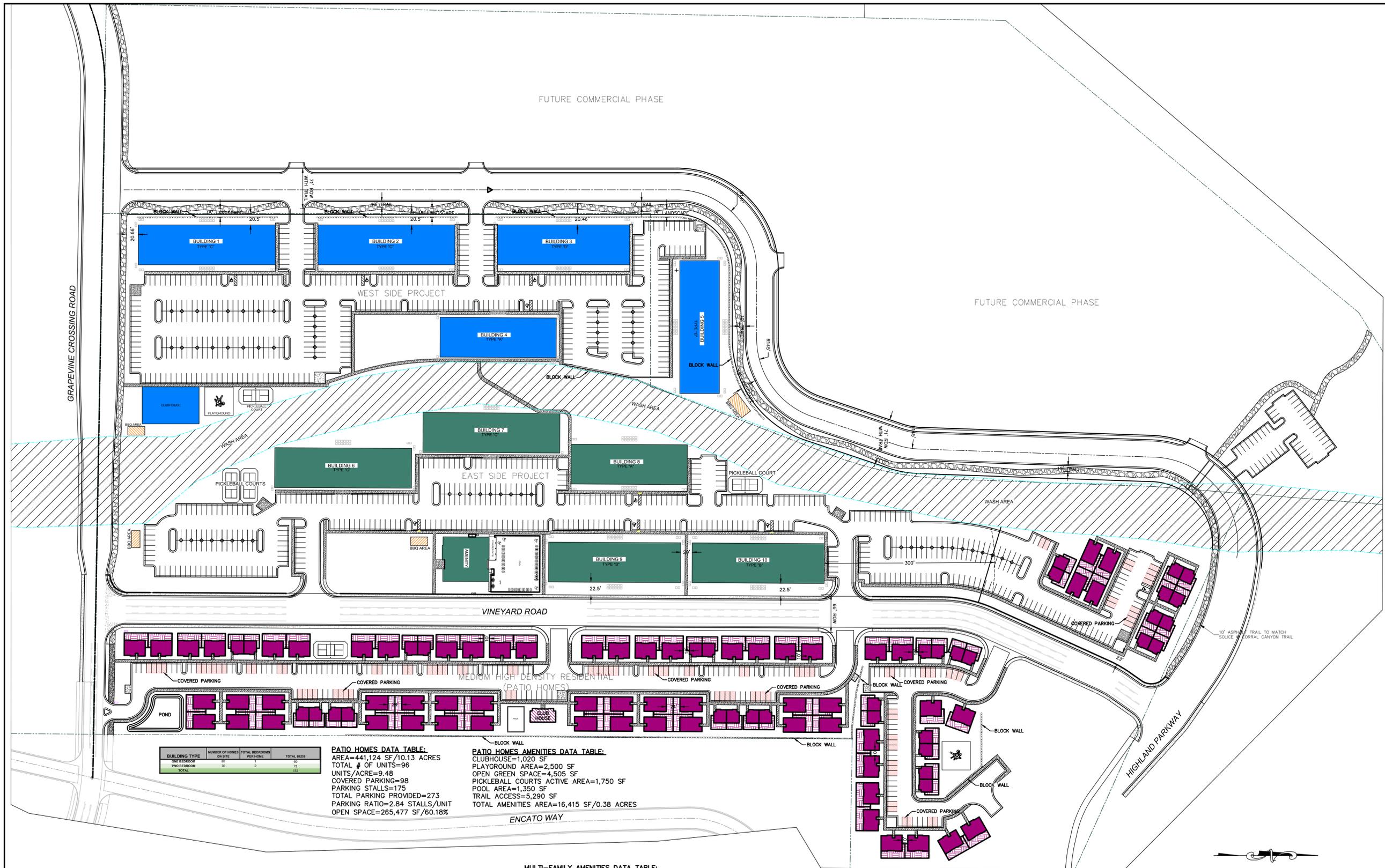
Phasing Plan

Requirements before Certificate of Occupancy Will be Granted	
Phase 1 Apartments (East Side)	<ul style="list-style-type: none">-Landscapings and Irrigation Complete-3 Lanes of Grapevine Crossing Completed-Amenities need to be completed before 1/4 build out of units
Patio Homes	<ul style="list-style-type: none">-Landscapings and Irrigation Complete-Amenities need to be completed before 1/4 build out of units
Retail	<ul style="list-style-type: none">-Landscapings and Irrigation Complete-3 Lanes of Grapevine Crossing Completed
Phase 2 Apartments (West Side)	<ul style="list-style-type: none">-1/1/2026 at the Earliest-Wash Mitigation Complete-Commercial Road Complete-Trailhead Amenity-Amenities need to be completed before 1/4 build out of units

Exhibit D

Engineer Details for Improvements

Exhibit B



Building Type	Number of Homes	Total Bedrooms	Total Beds
One Bedroom	80	80	80
Two Bedroom	20	40	40
Total	100	120	120

PATIO HOMES DATA TABLE:
 AREA=441,124 SF/10.13 ACRES
 TOTAL # OF UNITS=96
 UNITS/ACRE=9.48
 COVERED PARKING=98
 PARKING STALLS=175
 TOTAL PARKING PROVIDED=273
 PARKING RATIO=2.84 STALLS/UNIT
 OPEN SPACE=265,477 SF/60.18%

PATIO HOMES AMENITIES DATA TABLE:
 CLUBHOUSE=1,020 SF
 PLAYGROUND AREA=2,500 SF
 OPEN GREEN SPACE=4,500 SF
 PICKLEBALL COURTS ACTIVE AREA=1,750 SF
 BARBECUE RECREATION AREA=5,650 SF
 POOL AREA=1,350 SF
 TRAIL ACCESS=5,290 SF
 TOTAL AMENITIES AREA=16,415 SF/0.38 ACRES

West Side Project		
Units	Totals	Unit Mix
One Bed	72	37%
Two Bed	84	43%
Three Bed	24	12%
Total West Side Units	180	

East Side Project		
Units	Totals	Unit Mix
One Bed	72	37%
Two Bed	84	43%
Three Bed	24	12%
Total East Side Units	180	

WEST SIDE MULTI-FAMILY DATA TABLE:
 # OF BUILDINGS=5 (BLDG 1-5)
 # OF UNITS=180
 PARKING PROVIDED=421

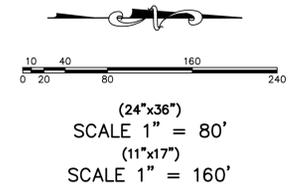
EAST SIDE MULTI-FAMILY DATA TABLE:
 # OF BUILDINGS=5 (BLDG 6-10)
 # OF UNITS=180
 PARKING PROVIDED=414

MULTI-FAMILY AMENITIES DATA TABLE:
 CLUBHOUSE=6,500 SF
 PLAYGROUND AREA=2,500 SF
 OPEN GREEN SPACE=31,787 SF
 PICKLEBALL COURTS ACTIVE AREA=7,000 SF
 BARBECUE RECREATION AREA=5,650 SF
 POOL AREA=8,622 SF
 POOL BUILDING=6,278 SF
 TRAILHEAD=65,000 SF
 TOTAL AMENITIES AREA=133,337 SF/3.06 ACRES

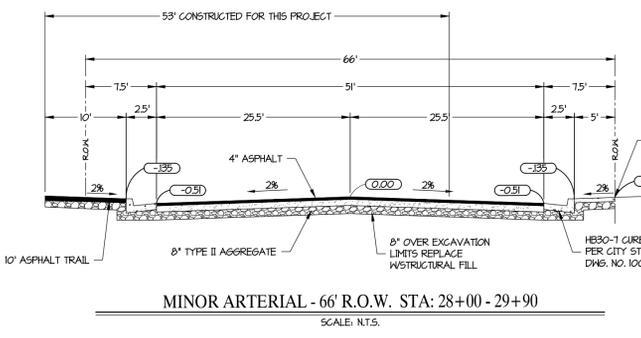
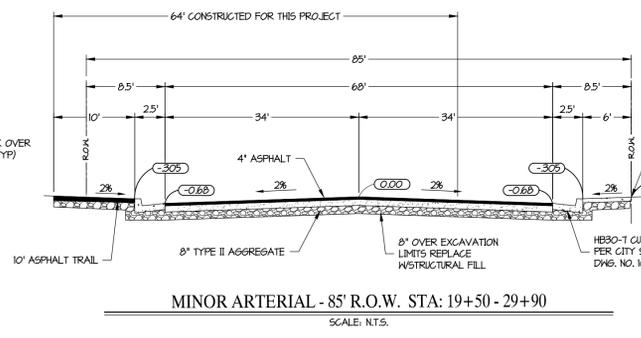
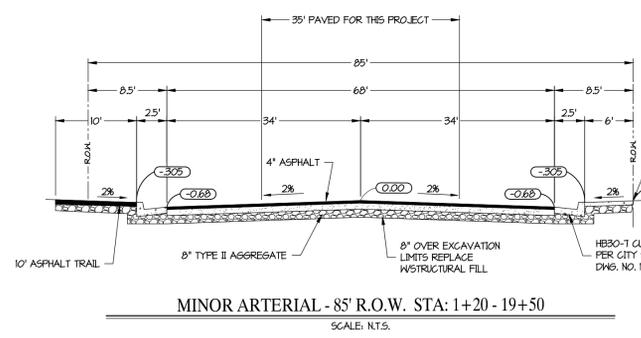
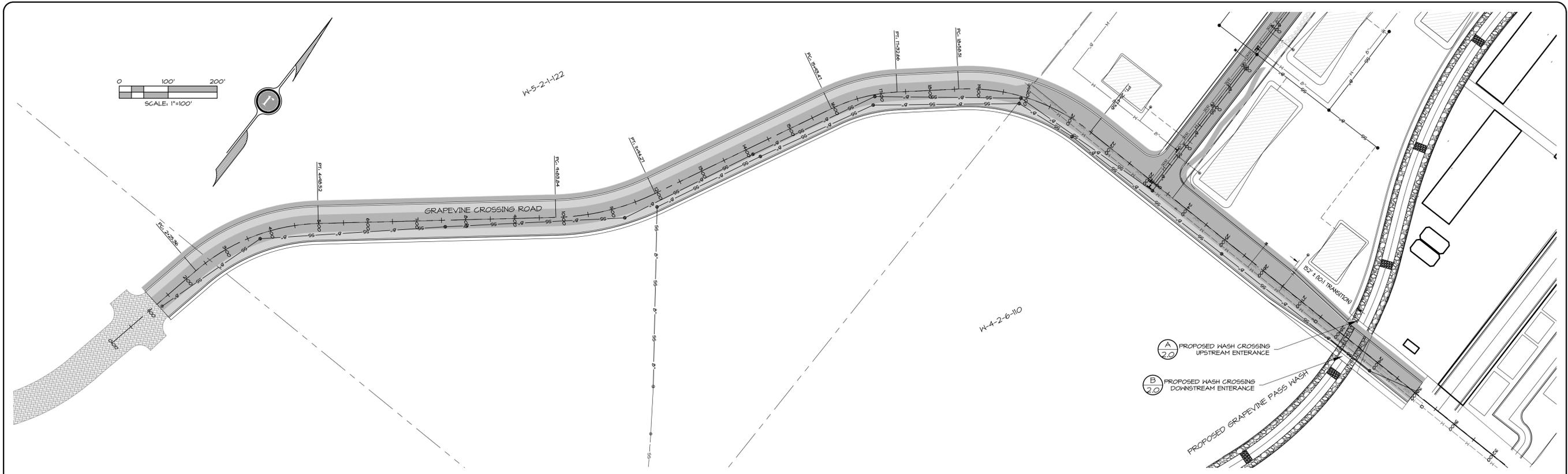
MULTI-FAMILY DATA TABLE:
 TOTAL # OF BUILDINGS=10
 TOTAL # OF UNITS=360
 PARKING REQUIRED=828
 PARKING PROVIDED=835
 PARKING RATIO=2.30 STALLS/UNIT

COMMERCIAL DATA TABLE:
 AREA = 875,335 SF/20.09 ACRES

TRAILHEAD DATA TABLE:
 PARKING PROVIDED=41 STALLS



SHEET NO. <div style="font-size: 2em; font-weight: bold; text-align: center;">1</div>	
OVERALL SITE PLAN	WASHINGTON, UTAH
WASHINGTON MULTI-FAMILY ATLAS ENGINEERING L.L.C. PHONE: 801-655-0566 945 E. 800 N., SUITE 100 SPANISH FORK, UT 84660 <small>G:\USERS\ATLAS\ENGINEERING\COMMUNICATION SITE - 1.0.OPERATIONS\1.1 - CIVIL\2022\22-044 WASHINGTON ELEVATE\CADD\PRELIMINARY\MULTI-FAMILY\01-OVERALL SITE PLAN.DWG</small>	
REVISIONS	NO. BY DATE



Know what's below.
 Call before you dig.

NOTES:
 EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

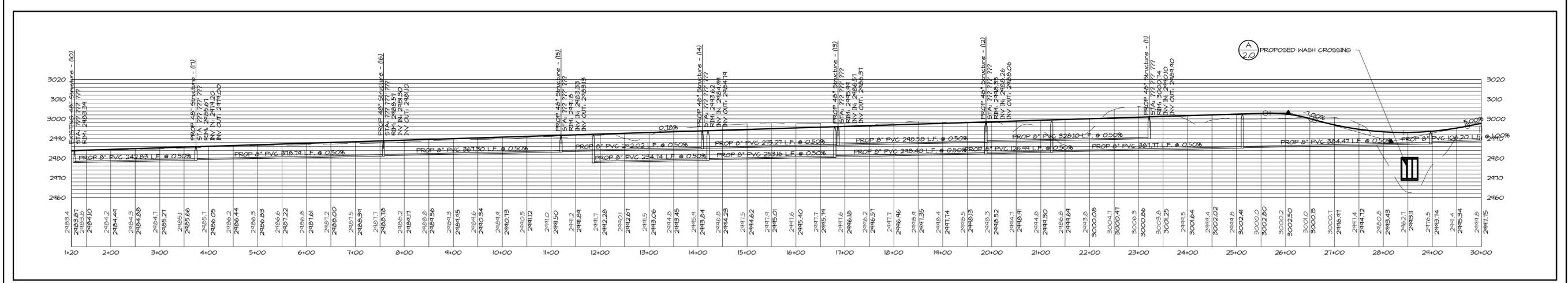


EXHIBIT D
GRAPEVINE CROSSING ROAD
 HORIZ. SCALE = 1" = 100'
 VER. SCALE = 1" = 25'

AGREEMENT FOR TRAIL CONSTRUCTION AND MAINTENANCE

THIS AGREEMENT (the “Agreement”) is made and entered into on this ____ day of _____, 2024 by and between Washington City, a Utah municipal corporation (hereinafter “City”) and the St. George and Washington Canal Company, a Utah non-profit corporation (hereinafter “Canal Company”) for the construction, maintenance and repair of a twenty foot (20’) wide public trail and maintenance way over and upon certain lands, easements, and/or rights-of-way owned by Canal Company which public trail and maintenance way shall be maintained by City within the geographical boundaries of Washington City, Utah, as more fully described herein.

WHEREAS, Canal Company has sought, obtained, and documented the easements and rights-of-way that Canal Company owns along the historical canal pipeline known as the St. George and Washington Canal Company Primary Trunk Pipeline where it is located within the geographical boundaries of Washington City (hereinafter “The Washington Fields Canal”), as more fully described in the Notice of Easement document recorded by Canal Company in the office of the Washington County Utah Recorder and filed as document # 20140004518 (hereinafter “Canal Company Easement”); and

WHEREAS, City will further seek, obtain, and document easements and rights-of-way for public access and recreation trail use from property owners along The Washington Fields Canal; and

WHEREAS, City desires to improve and maintain a portion of Canal Company’s easements and rights-of-way associated with The Washington Fields Canal by constructing thereon a twenty-foot (20’) wide maintenance way for Canal Company and public recreation trail as planned by City as generally depicted in Exhibit A (the “Maintenance Way/Public Trail”); and

WHEREAS, Canal Company and City, for the mutual consideration hereinafter stated, desire to enter into an agreement for Canal Company: (a) to grant to City a surface trail easement across lands to which it owns fee title; and (b) consents to City’s use of Canal Company’s easements/rights of way, for City to access, construct, and maintain upon The Washington Fields Canal a twenty-foot (20’) wide maintenance way for use by Canal Company and as a public recreation trail system.

NOW, THEREFORE, IT IS AGREED THAT:

ARTICLE 1. GENERAL PROVISIONS

Purpose of Agreement. Canal Company and City state that the purpose of this Agreement is to establish a formal mechanism to allow the City to access Canal Company’s easements and rights of way over and across the Canal Company Easement to construct and maintain a maintenance way and public recreation trail.

Property Subject to Agreement. The following real property located in Washington City is subject to this agreement: **all real property located in Washington City and located in the Canal Company Easement document describing The Washington Fields Canal.**

Term. The term of this Agreement is 50 years during which time it may be revised, rescinded, modified, or revoked by mutual accord of Canal Company and City documented in a signed writing.

Venue. If legal action is necessary by any owner concerning this Agreement, the exclusive venue will lie with the District Court of the Fifth Judicial District of the State of Utah, located in St. George, Utah.

Entire Agreement. This Agreement embodies the complete agreement on the topic between the parties, superseding all previous and contemporary oral and/or written communications.

Waiver or Abandonment. The waiver of, delay, or failure to enforce any breach or violation of any provision of this Agreement, shall not be deemed to be a waiver or abandonment of such provision, or waiver of the right to enforce any subsequent breach or violation of such provision.

Definitions. For the purpose of this Agreement, certain terms and phrases are defined below and shall have the meaning ascribed to them.

"Owner" means the record owner, including without limitation City or Canal Company, whether one or more persons or entities, of the fee simple title to any tract of land subject to the Canal Company Easement.

"Maintenance Activities" means the construction, maintenance and repair of a vehicular and equipment access-way for maintenance of Canal Company facilities and public recreational trail as part of the Washington City trail system.

"Servient Estate" means the fee simple title to a tract of land that is encumbered by the Canal Company Easement.

ARTICLE 2. RIGHTS and MAINTENANCE

1. In exchange for the consideration provided by City in this agreement, Canal Company:

- (a) Grants to the City a surface trail easement across lands to which it owns fee title; and
- (b) Consents to City's use of Canal Company's easements/rights of way upon the Canal Company Easement at, upon, and where said easement lies for The Washington Fields Canal for City's construction and maintenance of a twenty-foot (20') wide maintenance way and public recreation trail. It is expressly understood by the parties that the Canal Company does not represent or warrant that this grant and-consent authorizes City to

perform any of these activities upon the servient estates upon which The Washington Fields Canal and Canal Company Easement are located.

The City shall obtain from any Servient Estate Owner all additional permission required to access, use, construct and maintain a twenty-foot (20') maintenance way and public recreation trail.

2. In exchange for the consideration provided by Canal Company in this Agreement and subject to City obtaining all necessary rights and permissions from the property owners of the Servient Estates upon which The Washington Fields Canal and Canal Company Easement are located, City hereby agrees and covenants to build and maintain a twenty-foot (20') wide Maintenance Way/Public Trail, across, and upon the surface area of the Canal Company Easement at, upon, and where said easement lies for The Washington Fields Canal, which maintenance way may also serve and function as a twenty-foot (20') public recreation trail that is part of the Washington City trail system. Prior to constructing the Maintenance Way/Public Trail, City agrees to include it as a public recreation trail under a general plan adopted by City under Utah Code Annotated, Section 10-9a-401.

3. City and Canal Company hereby agree that City shall not be charged, levied, or otherwise billed by Canal Company for City's rights and access granted hereunder. City and Canal Company hereby agree that Canal Company shall not be charged, levied, or otherwise billed by City for the equipment, materials, and labor expended by City pursuant to this Agreement, whether it be for construction or ongoing maintenance of the maintenance way and public recreation trail.

4. In the event that repairs and maintenance are needed upon the Maintenance Way/Public Trail as a result of:

- A. Wear and tear, public use, or any other reason that is not caused by Canal Company or its agents, employees or contractors, City shall be responsible for the cost and expense of such repairs and maintenance;
- B. Access, maintenance, or actions of the Canal Company, or its agents, employees and contractors, City shall be responsible, except for Canal Company's intentional tortious actions, to replace and repair such impacts to the same state as existed prior to the occurrences that caused the need for repairs or maintenance.

5. City covenants and agrees to at all times protect, indemnify, hold harmless, release, and defend Canal Company, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all claims, claims arising from, alleged to arise from, or related to any Injury (death, personal injury, or property damage) allegedly or actually occurring, imposed as a result of, arising from, or related to this Agreement including the public use of the trail except where the injuries or damage are due to Canal Company's gross negligence or willful misconduct.

ARTICLE 3.
MISCELLANEOUS

1. City and Canal Company understand and agree that nothing in this Agreement shall authorize either party, its employees, servants, agents, and representatives to represent themselves to be employees, servants, agents and/or representatives of the other. Each of City and Canal Company shall furnish all personnel, equipment, and materials necessary to perform hereunder and shall at all times be acting as their respective legal entities.
2. By entering into this Agreement, neither party intends to waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims by third parties. Nothing in this Agreement shall be construed as a waiver by City or the Canal Company of any protections, rights, or defenses applicable to City or Canal Company under local, state or federal law, including the Utah Governmental Immunity Act and Utah Code Annotated, Section 73-1-8. It is not the intent of either City or Canal Company to incur by contract any liability for the operations, acts, or omissions of the other party or any third party and nothing in this Agreement shall be so interpreted or construed.
3. The performance by the parties of the terms of this Agreement shall be subject to events of force majeure. For purposes of this Agreement only, events of force majeure shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of either party), fires, explosion, rain or other weather delays, floods, strikes, slowdowns, pandemics, or work stoppages.
4. Except as otherwise provided herein, or except as may be hereafter agreed or determined by the parties, no party to this Agreement may sell, assign, or transfer its interest in this Agreement, or any of its right, duties, or obligations hereunder, without the prior written consent of the party. Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval. The Company has, and may in the future, without approval by City, assign its interests in The Washington Field Canal and/or the Canal Company Easement to the State of Utah, any agency of the State, or any financial institution, as security for the repayment of any debt to improve, repair or replace any parts or portions of The Washington Fields Canal.
5. No waiver, amendment, modification, or revocation of this Agreement or any of the covenants, conditions, or limitations herein contained shall be valid unless stated in writing and duly executed by City and Canal Company. The waiver of delay or failure to enforce any breach or violation of any provision of this Agreement, shall not be deemed to be a waiver or abandonment of such provision or waiver of the right to enforce any subsequent breach or violations of such provision.
6. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without regard to its conflict of law principles. Any action to enforce the provisions of this Agreement shall be brought in the Utah Fifth Judicial District Court in Washington County, Utah. The parties hereby consent to jurisdiction of such courts.

IN WITNESS WHEREOF, the undersigned executed this instrument on the date set forth below.

CITY:

WASHINGTON CITY,
a Utah municipal corporation

By: _____

Its: _____

Date: _____

Attest:

Tara Pentz, City Recorder

CANAL COMPANY:

ST. GEORGE AND WASHINGTON CANAL COMPANY
a Utah non-profit corporation

By: _____

Its: _____

Date: _____

Exhibit A to Maintenance Way and Trail Agreement
"The Washington City Canal Trail"

Briefing Document

Description: Trail Construction & Maintenance Agreement

Presenter: Jeremy Redd

Submitted By: Jeremy Redd

Recommendation: Review for Approval by the City Council

Background Information:

Washington City has planned and budgeted for the Historic Washington Fields Canal Trail to be built mostly within the right-of-way of the historic canal. The canal used to be an open ditch but has since been piped and buried, making it an ideal location for a recreational trail.

Discussions have been ongoing for many years with the Canal Company to construct a trail on their existing infrastructure. This agreement is the culmination of those efforts and discussions.

From That:

In the agreement, if signed, the following are contained in the terms:

Canal Company Would:

1. Grant to the City a surface trail easement upon and across lands owned by Canal Company;
2. Consent to the City's use of Canal Company's easements for City access to construct and maintain a 20' wide maintenance that can be used for maintenance and as a public trail system.

City Would:

1. Be required to obtain easements from all private land owners;
2. Build, maintain, and repair a 20' maintenance way within the canal easement;
3. Repair/replace all impacts to the maintenance way created by Canal Company's necessary access;
4. Indemnify Canal Company from all claims/harm/risks.

ASSIGNMENT OF EASEMENTS AND FACILITIES LIABILITY AGREEMENT

THIS ASSIGNMENT OF EASEMENTS AND FACILITIES LIABILITY AGREEMENT ("Agreement") is entered into this ___ day of _____, 2024, ("Effective Date") between WASHINGTON CITY, a Utah municipal corporation ("City"), and the ST. GEORGE AND WASHINGTON CANAL COMPANY (aka the St. George and Washington Fields Canal Company), a Utah non-profit corporation, ("Company"). City and Company may also be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

A. Company was organized for, among other purposes, to own rights to the use of water for various beneficial uses and to deliver those waters for use by its stockholders.

B. In pursuing this and other Company purposes, Company has acquired certain recorded and prescriptive rights-of-way and easements and constructed facilities within these rights-of-ways and easements for: (1) the conveyance and distribution of Company's waters from their source to the lands of stockholders for beneficial use of the waters (hereafter "Conveyance Easements"); and (2) the collection and conveyance of (i) sluice waters for maintaining Company diversion facilities' flow capacities; (ii) runoff/tail/waste water from lands irrigated with Company's waters; and (iii) conveyance of these sluice/runoff/tail/waste waters to Ft. Pearce Wash, Seegmiller Marsh and the Virgin River (hereafter "Drainage Easements").

C. Originally the majority of these Conveyance Easements and Drainage Easements were located outside City's corporate boundaries, but as City has grown through annexation of lands, portions of the Conveyance Easements and Drainage Easements are now located within City's corporate boundaries;

D. Associated with City's approvals of subdivisions and other development within these annexed lands, City has incorporated some or portions of Company's Drainage Easements into its Storm Water drainage system to carry and dispose of City's Storm Water and other wastewater from lands developed within its corporate boundaries. City has also incorporated some of the Drainage Easements into its Storm Water drainage masterplan to be utilized in the future to carry Storm Water and other wastewater from future developments within City's corporate boundaries.

E. Company is concerned that City's discharge (whether under Company's authorization or otherwise) of Storm Water or other wastewaters into Company's drains and Drainage Easements may, when added to Company's existing sluice, and irrigation runoff/tail/wastewaters from Company's stockholders' lands, exceed the capacity of the drains/Drainage Easements resulting in overflows that damage private or public facilities which may subject Company to claims for property damage, bodily injury, and/or death based on these overflows.

F. Development of lands adjacent to Company's Conveyance Easements and Drainage Easements have, in some instances, resulted in encroachments by public/private utilities into Company's Conveyance Easements and/or Drainage Easements thereby: (i) exposing Company facilities within Company's easements to damage arising from with the construction, operation and maintenance of these public/private utilities; (ii) impeding Company in accomplishing Company's purposes to deliver water for the benefit of its stockholders and conveying wastewaters for discharge; and (iii) exposing Company to potential claims for damage to these public/private utility encroachments as a result of Company's operation, maintenance and repair activities associated with its system facilities within its Conveyance Easements and Drainage Easements.

G. City and Company desire to enter into this agreement to define the rights, responsibilities and obligations of the Parties with regard to Company's Conveyance Easements and Drainage Easements.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, agreements, and representations contained herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions.

A. **Conveyance Easements:** Those recorded and prescriptive conveyance easements and facilities located therein acquired and constructed by Company as now existing in the public record and as actually located on the ground as set out in Exhibit A, attached hereto and incorporated herein by this reference. These easements and facilities are used for the conveyance and distribution of Company's waters from their source throughout Company's service area for use by Company's stockholders for beneficial uses.

B. **Drainage Easements:** Those recorded and prescriptive drainage easements and facilities located therein acquired and constructed by Company as now existing in the public record and as actually located on the ground as set out in Exhibit B, attached hereto and incorporated herein by this reference. These easements and facilities are used for the collection of sluice waters, irrigation tailwater/runoff from irrigated lands within the Company's service area and conveyance of said waters to the Ft. Pearce Wash, Seegmiller Marsh and Virgin River where they are discharged.

C. **"Storm Water"** means runoff water from precipitation or flooding within the City's corporate boundaries and shall not mean sewage or wastewater from commercial, industrial, or residential sources within the City.

2. Acknowledgment of Company's Systems and Easements. City acknowledges and agrees as follows:

A. Company has existing physical facilities systems constructed within Company's Conveyance Easements and Drainage Easements (as set out in Exhibits A and B) which easements are located across and through portions of City's corporate limits.

B. These physical facilities systems and easements:

(1) are for the conveyance and distribution of irrigation water to Company's stockholders and for the collection and discharge of irrigation runoff/tail/waste water from Company's stockholders' lands;

(2) include the right of access to operate, maintain, repair and replace Company's facilities within its Conveyance Easements and Drainage Easements; and

(3) pre-date any City-authorized development approval or occupancy (whether through permit, formal grant of easement or right-of-way, or otherwise) of lands within Company's Conveyance Easements and Drainage Easements.

C. Company has already or shall within 30 days after the Effective Date file with City the contact information and general description of its facilities systems required under § 10-9a-211, Utah Code Ann.

3. Assignment of Drainage Easements. Within five (5) days of the Effective Date, and subject to the terms and conditions set forth herein, Company will assign to City all of its right, title and interest in and to its Drainage Easements set out and identified as Washington City Drainage Easements in Exhibit B in substantially the form attached hereto as Exhibit C. The assignment will contain a reservation in Company of: (i) Company's rights to continue to utilize the Drainage Easements for the collection of sluice, and irrigation runoff/tail/wastewaters from Company's stockholders lands and conveyance and discharge of the sluice, irrigation runoff/tail/wastewaters to the Ft. Perce Wash, Seegmiller Marsh and Virgin River; and (ii) Company's right to notice and approval of any subsequent assignment, relocation, abandonment, or removal of any Drainage Easement. Company's approval may not be unreasonably withheld upon a showing of: (a) no reduction in the historic flow capacity through the drain routing replacing the relocated, abandoned or removed drain reach; and/or (b) the assignee's financial ability to operate, maintain, repair and replace the assigned drainage reach according to the terms of this agreement.

4. Operation & Maintenance of Drainage Easements. As partial consideration for Company's assignment of its Drainage Easements to City, City agrees to operate, manage, maintain and repair the drainage facilities within the Drainage Easements in that condition required to accept and adequately and safely convey: (i) the Company's historic sluice, irrigation runoff/tail/waste water flows from its stockholders' agricultural lands; and (ii) the additional Storm Water and other wastewaters added by and/or authorized by City to Company's Drainage Easements, drains and drainage facilities, and to safely convey these flows of sluice, drainage/runoff/tailwater and other Storm Water and wastewaters to the Ft. Pearce wash, Seegmiller Marsh and Virgin River. City agrees to take all actions necessary to ensure compliance with any and all applicable local, state, and federal water quality laws and regulations regarding collection and discharge of Storm Water and agricultural sluice, runoff/tail/waste water. In the event any federal, state, or local government laws or regulations are enacted or amended in the future concerning the handling or treatment of, or otherwise relating to, Storm Water, or agricultural sluice, runoff/tail/waste waters, including but not limited to all point/non-point source discharges, City agrees to comply with the requirements thereof.

5. Protection of Company's Conveyance Easements.

A. For purposes of this paragraph 5, "protect" and/or "protection" shall mean: to take all actions and precautions required to prevent damage to Company's irrigation conveyance/distribution facilities resulting from reasonably foreseeable construction/development activity located within Company's Conveyance Easements, including, but not limited to, the following:

- 1) requiring that all construction/development activity meets or exceeds accepted industry standards/specifications regarding material quality, utility separation (both vertical and lateral) protective cover depth, and cover/separation material (earth, concrete, asphalt, etc.);
- 2) investigating and pursuing the removal (informal and judicial) or remediation (to fully protect Company's facilities required under this paragraph) of all unauthorized construction/development activity;
- 3) periodic inspection/maintenance/repair/replacement of completed construction/development activity/infrastructure to ensure that long term use of completed construction/development activity/infrastructure has not/will not threaten the integrity of Company's facilities;

- 4) repairing/replacing at City's sole expense Company facilities damaged by:
 - a) development activity/infrastructure approved/authorized by City where such development activity/infrastructure has or will become incorporated into City's public utility infrastructure; or
 - b) long term use of completed construction/development activity/infrastructure, where the damage was reasonably foreseeable at the time of City approval/authorization.

B. City shall protect Company's irrigation conveyance/distribution facilities located within Company's Conveyance Easements on lands currently located within City's corporate boundaries and on all lands that City may annex in the future. In City's approval of construction, repair, maintenance or replacement of public/private infrastructure, including, but not limited to, roads, waterworks, sewerage, electric, drainage or communication facilities located within Company's Conveyance Easements, City shall respect Company's superior right to occupy its easements by requiring City contractors, private developers and all others to protect Company's conveyance/distribution facilities and repair (when damaged), construct and/or relocate Company's facilities (where required by such public/private infrastructure) in accordance with Company's specific plans and authorizations at City's or private developer's sole expense. City agrees to bear all costs of protection and repair of all damaged Company facilities resulting from all construction or other activity occurring within Company's Conveyance Easements where such construction, repair, maintenance, replacement or other activity is associated with facilities that have been or will become incorporated into City's public utility infrastructure. More specifically City agrees as follows:

- 1) For lands already annexed into City and which lands also include a portion of Company's Conveyance Easements, City agrees to indemnify, save harmless and defend Company from and against all property damage (including damage to Company facilities located therein), bodily injury including death, damage, liability, claims, actions, costs and charges which have arisen or may arise in the future and result from the construction, repair, maintenance, and/or replacement of public/private roads, utilities or other infrastructure over, under or adjacent to Company Conveyance Easements where such construction, repair, maintenance, and/or replacement, or other activity is associated with facilities that have been or will become incorporated into City's public utility infrastructure.
- 2) For lands that are annexed into the City's boundaries in the future and for all development activity that requires the construction of roads, public/private utilities or other infrastructure over, under, across, through, or adjacent to Company's Conveyance Easements, City agrees to require that such infrastructure construction protects Company's conveyance/distribution facilities by requiring that all construction/development activity be approved by City and require inspection and as-built drawings verifying that such construction, repair, maintenance or replacement activity has been completed in accordance with approved specifications.
- 3) City agrees to indemnify, save harmless and defend Company from and against all property damage, bodily injury, liability, claims, actions, costs and charges arising from the construction, repair, maintenance, and/or replacement activities associated with public/private roads, utilities or other infrastructure over, under, across, through or adjacent to Company Conveyance Easements

where such infrastructure will become incorporated into City's public utility infrastructure. This provision does not relieve City from giving the notice required under § 10-9a-603(3)(d), UTAH CODE ANN.

- C. When Company determines to repair, maintain, replace or expand its existing irrigation conveyance/distribution facilities located within its Conveyance Easements and Company damages public infrastructure located adjacent to its facilities notwithstanding Company's exercise of reasonable care, City shall repair and restore such public infrastructure at its sole cost and expense.

6. Indemnification. In addition to the City's indemnifications under paragraph 5 above, City, its authorized successors and assigns, agrees (to the maximum extent authorized by law) to indemnify, save harmless, and defend Company, its officers, agents, stockholders and employees from all claims, damages, injuries to persons (including death), property damage, demands, actions, costs, and charges, including attorney fees and expert witness fees, arising out of or resulting from: (i) City's construction, maintenance, repair or replacement projects or any other official City action that causes harm or damage to Company's conveyance facilities located within its Conveyance Easements; (ii) City's modification(s) to the Drainage Easements set out and identified as Washington City Drainage Easements in Exhibit B (and facilities located therein); (iii) City's discharge of Storm Water and other wastewater into the drains/Drainage Easements (set out and identified as Washington City Drainage Easements in Exhibit B) and management of such Storm Water and other wastewater including Company's sluice, runoff/tail/waste water through the drains/Drainage Easements until discharged into the Ft. Pearce Wash, Seegmiller Marsh, Virgin River or other wastewater facility; (iv) City's failure to maintain the drainage facilities within the Drainage Easements to adequately carry Company's historic flows plus any additional Storm Water and other wastewater that City adds to the drainage facilities; (v) any action, judgment, consent decree, or fine arising from, as a result of, or associated with City's management, operation, maintenance, repair or replacement of the Drainage Easements identified as City Drainage Easements in Exhibit B and which are actually assigned to City in practice and as contemplated under this agreement; and (vi) City's violation of, or non-compliance with, any local, state or federal ordinance, statute or regulation concerning the operation, management or discharge of Storm Water, other wastewater, sluice or agricultural runoff/wastewater.

7. Company Representations and Warranties. Company hereby makes the following representations and warranties pertaining to its Drainage Easements and agrees that they shall be applicable as of the Signing Date.

A. Subject to Company's grant to the State of Utah acting through the Board of Water Resources of its "easements, rights-of-way and permits" under the agreement dated November 22, 2005, Company shall assign title to its Drainage Easements to City by Assignment in substantially the form of Exhibit C.

B. Company has not received any notice and is not otherwise aware of any claims, actions, suits or other proceedings either pending, threatened, or, to the best of its knowledge, contemplated by any governmental agency, entity or person that might constitute a claim against the Company regarding any claim for property damage or bodily injury associated with Company's operation, maintenance or repair of its Drainage Easements.

C. Company has the full capacity, right, power and authority to enter into this Agreement and to make the transactions contemplated herein as evidenced by its Stockholders' Resolution dated January 10, 2022.

D. This Agreement constitutes a valid and legally binding obligation of Company, enforceable in accordance with its terms.

E. The execution and performance of this Agreement by Company and the consummation of the transaction contemplated herein will not result in a breach or constitute a default or event of termination under the provisions of any other agreement or instrument to which Company is bound.

F. Company is not in default in any respect of any judgment, order, writ, injunction, decision, law, ordinance or regulation of any court or governmental authority for which the Drainage Easements or any portion thereof are or might be subject to which might prohibit or delay or interfere with the consummation of this transaction.

G. The person signing this Agreement has authority to do so and to execute the Assignment on behalf of Company.

8. City's Representations and Warranties. City hereby makes the following representations and warranties pertaining to its acceptance of the assignment, rights and obligations associated with this Agreement and agrees that such representations and warranties shall be applicable as of the Signing Date.

A. City has the full capacity, right, power and authority to enter into this Agreement and consummate the transaction contemplated herein.

B. This Agreement constitutes a valid and legally binding obligation of City enforceable in accordance with its terms.

C. The execution and performance of this Agreement by City and the consummation of the transaction contemplated herein will not result in a breach or constitute a default or event of termination under the provisions of any other agreement or instrument to which City is bound.

D. The person signing this Agreement has authority to do so.

9. Term. This Agreement shall be perpetual, and shall remain in force and effect unless terminated upon the mutual written consent of the Parties. If during the term of this Agreement changed circumstances occur which make the performance by a Party impractical, impossible, or illegal, the Parties shall meet and exercise good faith efforts to modify or terminate this Agreement in light of the changed circumstances.

10. Rights. The City shall not acquire any shareholder rights, including voting rights in the Company, by virtue of this Agreement or Company's assignment of drains and Drainage Easements to City under this Agreement. Except for the Drainage Easements set out and identified as Washington City Drainage Easements in Exhibit B assigned by Company under the Assignment, this agreement shall not be construed to convey to City any interest in Company's facilities, service area, water conveyance/distribution facilities capacity, water rights, or other assets or interests held by the Company or its shareholders. Nothing in this agreement restricts City from lawfully obtaining rights in Company or within Company's service area. Nothing in this agreement prohibits the City and Company from entering into future contracts.

11. Execution. The Company shall execute this Agreement within ten (10) business days after approval of this Agreement by Company shareholders. City shall execute the Agreement following approval by the City Council. Consistent with the provisions of Section 3 above, Company shall execute and deliver to City the Assignment assigning all of its right, title and interest in the Drainage Easements set out and identified as Washington City Drainage Easements in Exhibit B, subject to the reservation in Company of certain rights.

12. Integrated Agreement. This Agreement sets forth the entire understanding, intent, and agreement of the Parties hereto with respect to the subject matter contained herein, and there are no other representations or warranties, either written or oral, which shall be binding on the Parties hereto except those contained herein. Any modifications of this Agreement must be in writing and signed by both Parties.

13. Compliance With Law. The Parties shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

14. Assignability. No assignment of this Agreement shall be allowed absent the written consent of the Parties, which consent will not be unreasonably withheld. Consent may be reasonably-withheld, including but not limited to instances where, in the opinion of the non-assigning party, the assignee is not financially or otherwise capable of performing the obligations and responsibilities required under this Agreement.

15. Notices. All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been given on the date of personal service upon the party for whom intended or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

City: Washington City
Attn: City Attorney
111 North 100 East
Washington, Utah 84780

Company: St. George and Washington Canal Company
533 East Waterworks Drive
St. George, Utah 84770

Either Party may change its address for notice under this Agreement by giving written notice to the other Party as provided in this paragraph.

16. Default. An "Event of Default" shall occur under this Agreement if any Party fails to perform its obligations hereunder when those obligations are due and the defaulting party has not performed the delinquent obligations within twenty (20) days following delivery of written notice of such delinquency to the delinquent party.

17. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to exercise all rights and remedies available at law and in equity, including injunctive relief and specific performance. In support of the latter remedy, the Parties acknowledge that their obligations under this Agreement are unique and defaults may not be adequately compensated by purely monetary damages. All rights and remedies shall be cumulative. Furthermore, the non-defaulting party shall have the right to cure the default and seek reimbursement from the defaulting party for the costs incurred in effecting the cure. Notwithstanding any provision herein to the contrary, the defaulting party shall reimburse the non-defaulting party for all costs and fees related to the cure of such default within thirty (30) days following delivery to the defaulting party of a written notice of such costs and fees together with reasonable supporting documentation.

18. No Waiver. A party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce the provision in the future. A provision may be waived only in a writing by the party intended to be benefitted by the provision and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provision.

19. Mediation. If any dispute or claim in law or equity arises out of this Agreement, the parties agree to proceed in good faith to the resolution of such dispute or claim, including submitting the matter to mediation. A mediator shall be selected by mutual agreement of the parties, and the parties will divide equally the cost of mediation. If such mediation is not successful in resolving the dispute or claim, then such dispute or claim shall be litigated in the Fifth Judicial District Court in and for Washington County, State of Utah.

20. Attorney Fees. In the event of any action or suit by a party against the other party for breach of the terms of this Agreement or for other cause of action arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees, from the other party.

21. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

22. Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

23. Cooperation. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

24. Knowledge. The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

25. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.

26. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the Parties.

27. Successors and Assigns. The terms and conditions of this Agreement shall bind all successors and approved assigns of the Parties hereto.

28. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Utah and venue shall be in the State of Utah.

29. Survival/Merger. As expressed in paragraph 9 above, the intent of this agreement is to provide for and perpetuate City's continuing obligation to operate, manage and maintain the

Drainage Easements set out and identified as Washington City Drainage Easements in Exhibit B and to protect Company's Conveyance/Distribution system. Notwithstanding the Company's assignment of its Drainage Easements to City under paragraph 3, the provisions of paragraphs 4-6, 9, 10, 12-22, 27 and any other provision required to effect the Parties' intent shall survive Company's assignment of the Drainage Easements to City and City shall continue to be bound by these provisions after Company's assignment and signing.

30. Counterparts. This Agreement may be executed in multiple and separate counterparts, each of which when so executed and delivered shall be deemed an original, and which together shall constitute a single instrument.

[Remainder of Page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

Washington City

Approved as to Form:
Washington City Attorney

Kress Staheli, Mayor

By: _____
Thad Seegmiller, City Attorney

STATE OF UTAH)
 : ss
COUNTY OF Washington)

On this ____ day of _____, 2024, appeared before me Kress Staheli in his capacity as Mayor of Washington City and acknowledged that he is authorized to execute this Agreement.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

St. George and Washington Canal Company

Matt Staheli, President

STATE OF UTAH)
 : ss
COUNTY OF Washington)

On this ____ day of _____, 2024, appeared before me Matt Staheli in his capacity as President of the St. George and Washington Canal Company and acknowledged that he/she is authorized to execute this agreement.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

INSERT EXHIBIT A – CONVEYANCE ESEMENTS

INSERT EXHIBIT B – WASHINGTON CITY DRAINAGE DESCRIPTIONS

EXHIBIT C

Assignment of Drainage Easements

This Assignment of Drainage Easements is made and entered into the ____ day of _____, 2024, by and between St. George and Washington Canal Company (aka the St. George and Washington Fields Canal Company), a Utah non-profit company, "Company," and Washington City, a Utah municipal corporation, "City."

WITNESSETH:

A. Company has acquired certain recorded and prescriptive rights-of-way and easements and constructed facilities within these rights-of-ways and easements for: the collection and conveyance of (i) sluice waters for maintaining Company irrigation water diversion facilities' flow capacities; (ii) runoff/tail/waste water from lands irrigated with Company's irrigation waters; and (iii) conveyance of these sluice/runoff/tail/waste waters to Ft. Pearce Wash, Seegmiller Marsh and the Virgin River (hereafter "Drainage Easements").

B. Originally these Drainage Easements were located outside City's corporate boundaries, but as City has grown through annexation of lands, portions of the Drainage Easements are now located within City's corporate boundaries;

C. Associated with City's approvals of subdivisions and other development within these annexed lands, City has incorporated some or portions of Company's Drainage Easements into its Storm Water drainage system to carry and dispose of City's Storm Water and other wastewater from lands developed within its corporate boundaries. City has also incorporated some of the Drainage Easements into its Storm Water drainage masterplan to be utilized in the future to carry Storm Water and other wastewater from future developments within City's corporate boundaries.

D. City's development approvals of lands adjacent to Company's Drainage Easements have, in some instances, resulted in encroachments by public/private utilities into Company's Drainage Easements thereby: (i) exposing Company facilities within Company's Drainage Easements to damage arising from with the construction, operation and maintenance of these public/private utilities; (ii) impeding Company in accomplishing Company's purposes to convey wastewaters for discharge; and (iii) exposing Company to potential claims for damage to these public/private utility encroachments as a result of Company's operation, maintenance and repair activities associated with its system facilities within its Drainage Easements.

E. City and Company entered into that certain Assignment of Easements and Facilities Liability Agreement dated _____, the "Prior Agreement," under which Company agreed to assign to City its Drainage Easements. This Assignment of Drainage Easements is in fulfilment of Company's responsibility under the Prior Agreement.

NOW, THEREFORE, in consideration of the sum of ten (10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company

hereby assigns, sets over and transfers to City the Drainage Easements identified by exhibits and legal descriptions as Washington City Drainage Easements in Exhibit B attached hereto and made a part hereof, subject to Company's reservation of the following rights:

- a) Company's grant to the State of Utah acting through the Board of Water Resources of its "easements, rights-of-way and permits" under the agreement dated November 22, 2005;
- b) Company's rights to continue to utilize the Drainage Easements for the collection of sluice, and irrigation runoff/tail/wastewaters from Company's stockholders lands and conveyance and discharge of the sluice, irrigation runoff/tail/wastewaters to the Ft. Perce Wash, Seegmiller Marsh and Virgin River; and
- c) Company's right to notice and approval of any subsequent assignment, relocation, abandonment, or removal of any Drainage Easement. Company's approval may not be unreasonably withheld upon a showing of: (i) no reduction in the historic flow capacity through the drain routing replacing the relocated, abandoned or removed drain reach; and/or (ii) the assignee's financial ability to operate, maintain, repair and replace the assigned drainage reach according to the terms of the Prior Agreement.
- d) City's responsibilities under the Prior Agreement.

[Remainder of Page Intentionally Left Blank.]

WITNESS the hand of the Company this ____ day of _____, 2023.

St. George and Washington Canal Company

By: Matt Staheli
Its: President

STATE OF UTAH)
 : ss
COUNTY OF Washington)

On this ____ day of _____, 2024, appeared before me Matt Staheli in his capacity as President of the St. George and Washington Canal Company and acknowledged that he is authorized to execute this Assignment of Drainage Easements.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

ACCEPTANCE OF ASSIGNMENT

City hereby accepts the assignment, set over and transfer of the Drainage Easements as described above.

Washington City

By: Kress Staheli
Its: Mayor

STATE OF UTAH)
 : ss
COUNTY OF Washington)

On this ____ day of _____, 2024, appeared before me Kress Staheli in his capacity as Mayor of Washington City and acknowledged that he is authorized to execute this Acceptance of Drainage Easements.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

Briefing Document

Description: Assignment of Easements and Liability Agreement

Presenter: Jeremy Redd

Submitted By: Jeremy Redd

Recommendation: Review for Approval by the City Council

Background Information:

As the City has grown through annexation and development, infrastructure owned by the Canal Company has incorporated some of the City's stormwater system to help convey water from subdivisions and streets.

The Canal Company will assign or deed to the City its drainage easements, and the company will maintain the right to discharge its tailwaters into the existing drainage system.

The City will maintain, operate, and protect the easements and drainage infrastructure moving forward for the mutual benefit of both parties. The City also agrees to indemnify and hold the Canal Company harmless from claims and damages concerning the easements and drains.

This is the same agreement that St. George City approved and signed with the Canal Company in December 2023.

Assignment of Drainage Easements

This Assignment of Drainage Easements is made and entered into the ____ day of _____, 2024, by and between St. George and Washington Canal Company (aka the St. George and Washington Fields Canal Company), a Utah non-profit company, "Company," and Washington City, a Utah municipal corporation, "City."

WITNESSETH:

A. Company has acquired certain recorded and prescriptive rights-of-way and easements and constructed facilities within these rights-of-ways and easements for: the collection and conveyance of (i) sluice waters for maintaining Company irrigation water diversion facilities' flow capacities; (ii) runoff/tail/waste water from lands irrigated with Company's irrigation waters; and (iii) conveyance of these sluice/runoff/tail/waste waters to Ft. Pearce Wash, Seegmiller Marsh and the Virgin River (hereafter "Drainage Easements").

B. Originally these Drainage Easements were located outside City's corporate boundaries, but as City has grown through annexation of lands, portions of the Drainage Easements are now located within City's corporate boundaries;

C. Associated with City's approvals of subdivisions and other development within these annexed lands, City has incorporated some or portions of Company's Drainage Easements into its Storm Water drainage system to carry and dispose of City's Storm Water and other wastewater from lands developed within its corporate boundaries. City has also incorporated some of the Drainage Easements into its Storm Water drainage masterplan to be utilized in the future to carry Storm Water and other wastewater from future developments within City's corporate boundaries.

D. City's development approvals of lands adjacent to Company's Drainage Easements have, in some instances, resulted in encroachments by public/private utilities into Company's Drainage Easements thereby: (i) exposing Company facilities within Company's Drainage Easements to damage arising from with the construction, operation and maintenance of these public/private utilities; (ii) impeding Company in accomplishing Company's purposes to convey wastewaters for discharge; and (iii) exposing Company to potential claims for damage to these public/private utility encroachments as a result of Company's operation, maintenance and repair activities associated with its system facilities within its Drainage Easements.

E. City and Company entered into that certain Assignment of Easements and Facilities Liability Agreement dated _____, the "Prior Agreement," under which Company agreed to assign to City its Drainage Easements. This Assignment of Drainage Easements is in fulfilment of Company's responsibility under the Prior Agreement.

NOW, THEREFORE, in consideration of the sum of ten (10) dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby assigns, sets over and transfers to City the Drainage Easements identified by exhibits and

legal descriptions as Washington City Drainage Easements in Exhibit B attached hereto and made a part hereof, subject to Company's reservation of the following rights:

- a) Company's grant to the State of Utah acting through the Board of Water Resources of its "easements, rights-of-way and permits" under the agreement dated November 22, 2005;
- b) Company's rights to continue to utilize the Drainage Easements for the collection of sluice, and irrigation runoff/tail/wastewaters from Company's stockholders lands and conveyance and discharge of the sluice, irrigation runoff/tail/wastewaters to the Ft. Perce Wash, Seegmiller Marsh and Virgin River; and
- c) Company's right to notice and approval of any subsequent assignment, relocation, abandonment, or removal of any Drainage Easement. Company's approval may not be unreasonably withheld upon a showing of: (i) no reduction in the historic flow capacity through the drain routing replacing the relocated, abandoned or removed drain reach; and/or (ii) the assignee's financial ability to operate, maintain, repair and replace the assigned drainage reach according to the terms of the Prior Agreement.
- d) City's responsibilities under the Prior Agreement.

[Remainder of Page Intentionally Left Blank.]

WITNESS the hand of the Company this ____ day of _____, 2023.

St. George and Washington Canal Company

By: Matt Staheli
Its: President

STATE OF UTAH)
 : ss
COUNTY OF Washington)

On this ____ day of _____, 2024, appeared before me Matt Staheli in his capacity as President of the St. George and Washington Canal Company and acknowledged that he is authorized to execute this Assignment of Drainage Easements.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____

ACCEPTANCE OF ASSIGNMENT

City hereby accepts the assignment, set over and transfer of the Drainage Easements as described above.

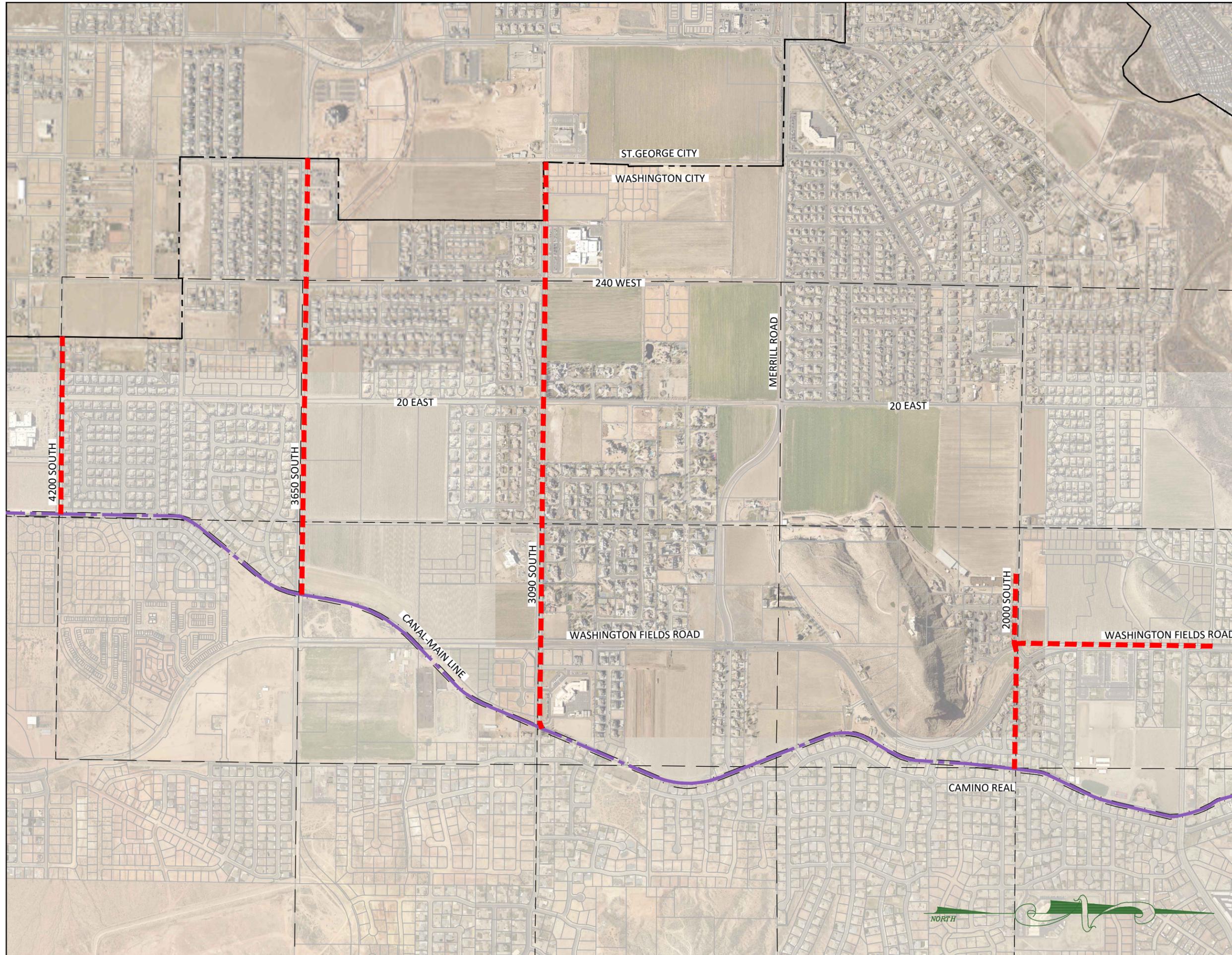
Washington City

By: Kress Staheli
Its: Mayor

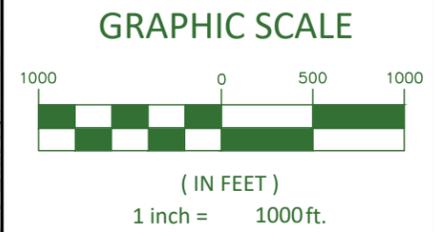
STATE OF UTAH)
 : ss
COUNTY OF Washington)

On this ____ day of _____, 2024, appeared before me Kress Staheli in his capacity as Mayor of Washington City and acknowledged that he is authorized to execute this Acceptance of Drainage Easements.

NOTARY PUBLIC
My Commission Expires: _____
Residing at: _____



- LEGEND**
-  CANAL MAIN
 -  CONVEYANCE EASEMENTS
 -  CITY LIMITS
 -  SECTION LINES
 -  1/4 SECTION LINES



**CONVEYANCE
EASEMENT EXHIBIT**

FOR
WASHINGTON CITY
LOCATED IN
WASHINGTON CITY
WASHINGTON COUNTY, UTAH

Drawn By: AZ	Date: 5-29-2024
Client No. 4531	Project No. 4531

File Name: Canal Y-Drain Legals.dwg

Drawing Sheet
EXHIBIT A



Exhibit A Legal Descriptions

4200 South Conveyance Easement

Beginning at a point which is North 01°00'38" East 56.52 feet along the East Section line and North 90°00'00" West 2696.60 feet from the East 1/4 Corner of Section 2 Township 43 South Range 15 West of the Salt Lake Base and Meridian; running thence North 89°25'26" West 1300.0 feet; thence North 89°21'00" West 270.0 feet; thence North 89°43'44" West 379.87 feet.

3650 South Conveyance Easement

Beginning at a point which is North 00°19'01" East 57.59 feet along the East Section line and North 90°00'00" West 1855.85 feet from the Southeast Corner of Section 35 Township 42 South Range 15 West of the Salt Lake Base and Meridian; running thence North 89°10'37" West 3435.0 feet; thence North 89°18'02" West 1362.70 feet.

3090 South Conveyance Easement

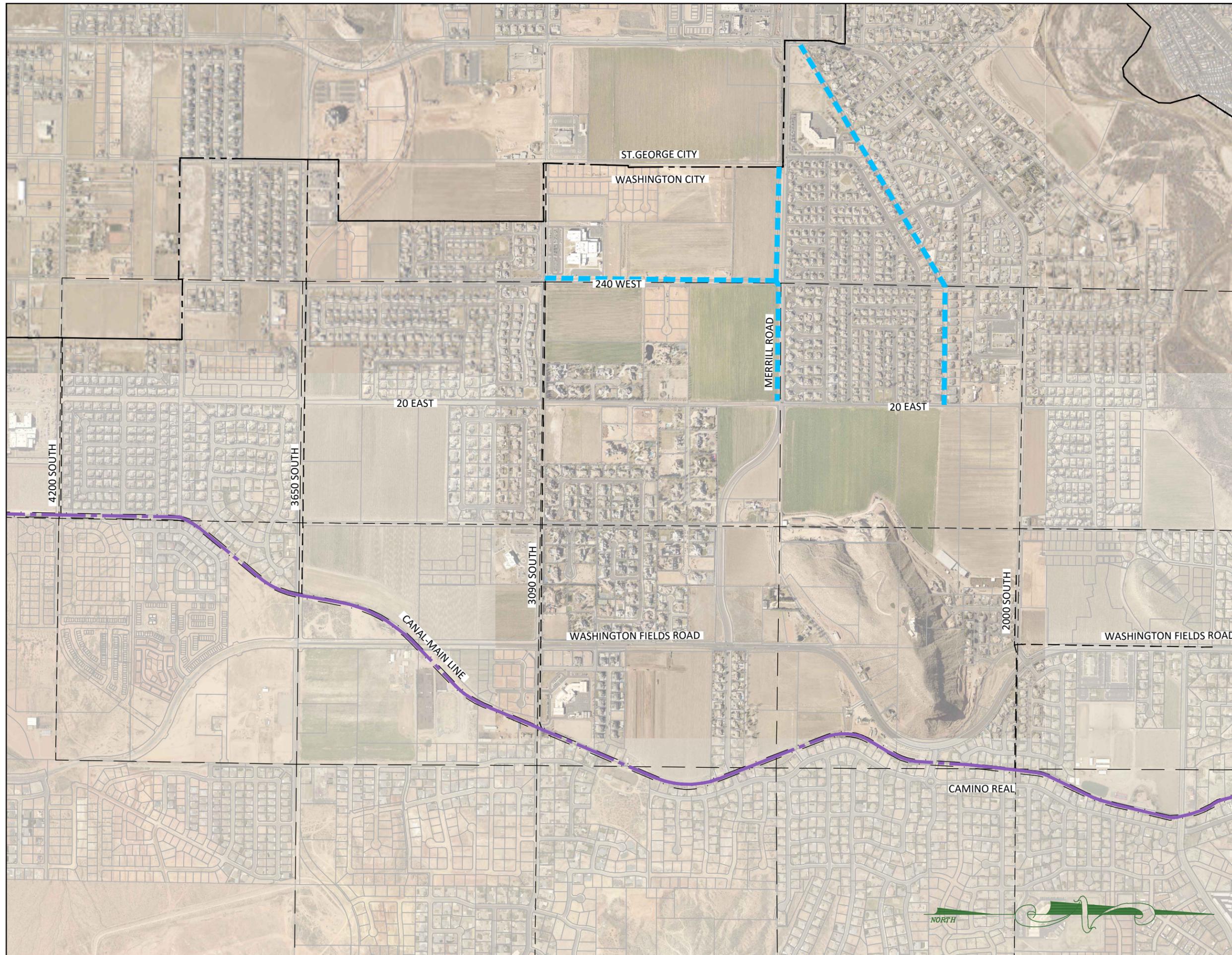
Beginning at a point which is North 00°35'21" East 58.15 feet along the East Section line and North 90°00'00" West 398.52 feet from the East 1/4 Corner of Section 35 Township 42 South Range 15 West of the Salt Lake Base and Meridian; running thence South 70°10'16" West 77.13 feet; thence North 89°09'33" West 890.0 feet; thence North 89°23'09" West 1970.0 feet; thence North 89°10'48" West 2030.0 feet; thence North 89°41'33" West 1265.41 feet.

2000 South Conveyance Easement

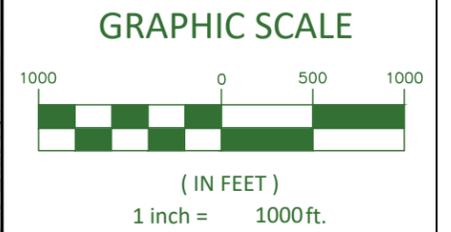
Beginning at a point which is South 89°35'29" East 7.21 feet along the Center Section line and South 00°00'00" East 10.07 feet from the West 1/4 Corner of Section 25 Township 42 South Range 15 West of the Salt Lake Base and Meridian; running thence North 89°02'34" West 1286.0 feet; thence South 74°47'09" West 92.0 feet; thence North 88°35'32" West 765.0 feet.

Washington Fields Road 2000 South Conveyance Easement

Beginning at a point which is South 00°14'30" West 12.78 feet along the East Section line and North 90°00'00" West 1367.33 feet from the East 1/4 Corner of Section 26 Township 42 South Range 15 West of the Salt Lake Base and Meridian; running thence North 03°28'58" West 83.50 feet; thence North 00°57'03" East 625.0 feet; thence North 00°50'08" East 1474.50 feet.



- LEGEND**
-  CANAL MAIN
 -  DRAINAGE EASEMENTS
 -  CITY LIMITS
 -  SECTION LINES
 -  1/4 SECTION LINES



**DRAINAGE
EASEMENT EXHIBIT**

FOR
WASHINGTON CITY
LOCATED IN
WASHINGTON CITY
WASHINGTON COUNTY, UTAH

Drawn By: AZ	Date: 5-29-2024
Client No. 4531	Project No. 4531

File Name: Canal Y-Drain Legals.dwg
Drawing Sheet

EXHIBIT B



Exhibit B Legal Descriptions

240 West Drainage Easement

Beginning at a point which is South 00°16'14" West 40.90 feet along the West Section line and North 90°00'00" West 21.72 feet from the Northwest Corner of Section 35 Township 42 South Range 15 West of the Salt Lake Base and Meridian; running thence South 00°23'20" West 2556.28 feet.

Merrill Road Drainage Easement

Beginning at a point which is South 89°43'46" East 1303.56 feet along the North Section line and South 00°00'00" East 15.0 feet from the Northwest Corner of Section 35 Township 42 South Range 15 West of the Salt Lake Base and Meridian; running thence North 89°43'46" West 1303.63 feet; thence South 40°08'37" West 34.00 feet; thence North 88°37'12" West 1097.00 feet; thence North 81°46'35" West 159.08 feet to the Washington City municipal boundary.

Elinor Lane Drainage Easement

Beginning at a point which is South 89°02'34" East 1295.81 feet along the Center Section line and South 00°00'00" East 860.67 feet from the West 1/4 Corner of Section 26 Township 42 South Range 15 West of the Salt Lake Base and Meridian; running thence North 89°30'12" West 1267.0 feet; thence South 59°38'52" West 2000.00 feet; thence South 60°08'36" West 1142.00 feet.

MEMORANDUM OF UNDERSTANDING

(Animal Shelter Services)

THIS Memorandum of Understanding is made and entered into, by and between **Washington City Police Department**, a Political Subdivision of the State of Utah, with its offices located at 135 N 100 E, Washington, UT 84780 hereinafter referred to as “WCPD”, and **Washington County**, a Political Subdivision of the State of Utah, with its offices located at 197 E Tabernacle, St. George, Utah 84770, hereinafter referred to as “County”.

WHEREAS, WCPD currently owns, operates, and maintains an animal shelter (“Shelter”), in conjunction with the City Animal Control program operated by the **Washington City Police Department**; and

WHEREAS, County has no animal control program or shelter; and

WHEREAS, Shelter currently has space available for sheltering animals that have been picked up within the limits of Washington County but outside of the city limits of WCPD; and

WHEREAS, County has no immediate plans to operate an animal control program and/or animal shelter; and

WHEREAS, County is interested in contracting with WCPD to provide limited impound or sheltering services, and is willing to fairly and reasonably compensate WCPD for the same; and

WHEREAS, WCPD is interested, at least while surplus space is or may be made available in its animal shelter, to provide such impound and sheltering services, as herein set forth, and for the amount of compensation offered and set forth herein; and

WHEREAS, it is in furtherance of public purposes and in the best interests of the citizens of WCPD and of the County that this MOU be approved and signed; and

NOW THEREFORE, in consideration of the covenants and promises herein contained, and other good and valuable consideration, **IT IS HEREBY AGREED** by WCPD and County as follows:

1. **Animal Shelter Services**

- a. It is understood and agreed that this is not a full-service animal control and sheltering agreement; that, until otherwise agreed, such services apply to dogs and cats; that sheltering is available on a space-available basis only (with WCPD animals taking priority); that, except for “animal surrenders” at the shelter, such services shall only be provided for animals outside of WCPD pursuant to a request for services and referral by and from a Deputy of the Washington County Sheriff’s Office (“WCSO”); and that prosecution services for animal-related offenses outside WCPD but within the limits of Washington County shall be the duty of WCSO, not the duty of WCPD.

- b. Services hereunder shall include (as space and WCPD personnel are available) impound services for all law-enforcement referred animal incidents within the limits of Washington County *e.g.*, dispatching, taking possession of and transporting animals, and requisite food, sheltering, storage, vaccinations, and reporting.
 - c. Services hereunder shall also include the acceptance and sheltering of a dog or cat which the owner thereof, on proof of such ownership, may desire to surrender to the WCPD Animal Shelter for safekeeping and disposition.
 - d. Provide WCSO with access to any animal control or shelter reports pertinent or in accordance with the provisions of this MOU and the Utah Government Records Access and Management Act (“GRAMA”).
 - e. WCPD animal control and shelter is to be utilized by WCSO when the primary animal control/shelter (currently Laverkin animal control/shelter) is unable to accept an animal due to space not being available.
2. WCPD agrees to provide such services, subject to the following:
- a. Space and personnel availability.
 - (1) Services hereunder shall *not* include animal control services which are requested and at a time when WCPD law enforcement or animal control officer is not available or otherwise engaged in official law enforcement duties or animal control duties at the time such services are requested.
 - (2) WCPD specifically reserves the right to refuse to impound, accept surrender of, or continue the sheltering of any WCSO animals if the Animal Shelter is already *at capacity* or if additional space is required to make room for the sheltering of more animals.
 - b. Preference being given to the transporting and/or sheltering of WCPD animals.
 - c. County being current in its payment of compensation, as provided herein.
 - d. County not being in default in any other requirement or provision of Section 3 hereof.
3. It is also understood and agreed that:
- a. WCPD may assess and collect from County the impound and other applicable fees in place at the time of entering into this Agreement for any and all animals treated or sheltered from outside of the city limits of WCPD . Animals shall be treated (for fee-assessment purposes) as though they are from unincorporated areas of Washington County.
 - b. The compensation provided to WCPD hereunder covers only a portion of the costs and expenses that WCPD incurs in providing the services provided herein, such costs include, but are not limited to, those related to personnel, building and infrastructure, utilities, vehicle costs and maintenance, dispatch, reporting, vaccinations, food, storage, etc.

- c. County will not have any ownership interest in, or preferential access to, any structure, facility, vehicle, personnel, or other asset of WCPD financed in any way by or from the compensation provided to WCPD herein.
4. County agrees to:
 - a. Provide the WCPD Animal Shelter with the requisite owner records, on a timely basis, to facilitate the prompt return of dogs to their owners or lawful caretakers.
 - b. The parties may negotiate payment of in-kind services. If the parties exchange for in-kind services, they shall exchange invoices for documentation.
 - c. pay \$25 per day per animal while the animal(s) are in the shelter.
5. Regarding *all services* provided hereunder, WCPD agrees to:
 - a. Hold harmless and indemnify County and WCSO for all claims made against County or WCSO as a result of the acts or omissions of any employee or person employed or retained by WCPD and providing services under the authority of this agreement.
 - b. Abide by the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin.
 - c. Abide by the provisions of Executive Order No. 11246, as amended, which prohibits discrimination on the basis of age.
 - d. Abide by the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap or disability.
 - e. Treat as confidential any information concerning the business of County or WCSO, its financial affairs, its relations with employees, and any other information designated by WCSO as confidential, except that information which is a matter of public record.
6. **Interlocal Cooperation Act Requirements:** The following terms are included in this agreement in order to comply with the requirements of the ICA:
 - a. The parties herein represent that each of them has lawfully entered into this agreement, having complied with all relevant and applicable statutes, ordinances, resolutions, by-laws, and other legal requirements.
 - b. This agreement shall be interpreted according to the laws of the State of Utah.
 - c. This agreement does not establish a separate legal administrative entity.
 - d. There is anticipated to be no jointly acquired, owned, or held personal and/or real property under this agreement, and hence no property that shall require disposition by the parties upon termination of this agreement. All property (not animals) acquired during the agreement shall be the property of the entity that acquired it.

- e. The parties hereto shall each file a copy of this agreement with its respective custodian of records (*i.e.*, clerk or recorder).
 - f. The respective governing bodies of the parties hereto have adopted resolutions authorizing this MOU; and legal counsel for each party has approved the agreement as being in proper form and compatible with the laws of the State of Utah.
 - g. This agreement shall be in effect from the date that it is signed by both parties hereto **until May 1, 2025**, and shall, unless terminated or amended by the Parties and subject to the provisions of Section 7b below, be **automatically renewed for each following year thereafter on an annual basis**.
7. **Modifications/Amendments:**
- a. No alterations, modifications, or waivers of any provision or provisions of this Agreement shall be valid or effective unless it is first reduced to writing, approved by the governing body of each Party, duly signed, and filed with the original signed copy of this Agreement.
 - b. The compensation provided to WCPD pursuant to Section 4b of this Agreement is subject to annual review by both Parties.
 - (1) If an increase in the requested compensation is anticipated by WCPD, it shall provide notice, in writing, to County at least ninety (90) days prior to the end of the current term. County shall then, at least sixty (60) days prior to the end of the current year, sign and return to WCPD the proposed amendment or communicate to WCPD its decision to terminate the Agreement.
 - (2) If no increase in compensation is requested by WCPD, and/or neither Party serves the other a notice of termination of this Agreement at least sixty (60) days prior to the end of the current year, then this Agreement (as then currently-modified) shall automatically renew for another year.
8. **Termination:** Notwithstanding the provisions of Section 7(b)(2), in the event that either party should determine that the other party's performance is unsatisfactory, it may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Failure of dog owners and/or caretakers who reside outside the boundaries of WCPD to pay the assessed fees under and pursuant to Section 3 above *shall*, for purposes of this Section, be attributable to County, and *may*, at WC option, result in and provide the basis and/or grounds for a notice of termination of the Agreement by WCPD.
9. **Suspension:** In the event of late payment or a failure to pay the agreed-upon compensation, as and when agreed to herein, WCPD may, at its option, suspend service until such time as the compensation due hereunder is paid in full and/or give notice to terminate this Agreement.
10. **Fair Notice of Default:** The parties are desirous of giving one another fair notice of any default before sanctions other than termination of this Agreement under Section 8 or suspension under Section 9 are or may be sought. *[These provisions do not bind or affect the ability to terminate or suspend under Sections 8 and 9 above.]* In the event of an act of default with respect to any

provision of this agreement, neither party may institute legal action with respect to such default without first complying with the following conditions:

- a. Notice of such event of default must be given in writing and mailed to the other party by U.S. certified mail, return receipt requested.
- b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this Agreement and shall designate the specific section(s) hereof which relate to the alleged act of default.
- c. Such notice shall also contain a reasonable understandable description of the action to be taken or performed by the other party to cure the alleged default and the date by which the default must be remedied; and said date may not be fewer than fourteen (14) business days from the date of mailing of the notice of default.

- 11. **Good Faith -- Fees and Costs:** If either party fails to comply with any of the provisions of this agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated in this agreement, the losing party will pay to the prevailing party the reasonable costs and expenses of such action, but not including attorneys fee. Each party shall be responsible for its own attorney fees. All lawsuits under this agreement, unless otherwise specified, shall be filed in the county where this agreement is executed and be governed by Utah law.
- 12. **Waiver:** The waiver by any party of a breach of any provision of this agreement shall not operate or be construed as a waiver of said provision or any subsequent breach thereof.
- 13. **Duplicate Originals:** That it is acknowledged that this Agreement, consisting of five (5) typewritten pages, exclusive of exhibits, has been executed in **duplicate** and that an original copy hereof has been retained by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

Washington City

Washington County

By: _____

By: _____

Mayor

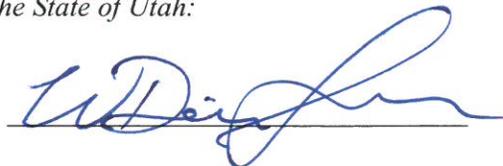


Gil Almquist, Commission

Date: _____

Date: _____

Approved as to form and compatibility with the laws of the State of Utah:



Name
City Attorney
Washington City

Deputy Washington County Attorney

Briefing Document

Description: Quarterly Financial Report (July 2023-March 2024)

Presenter: Brian Brown

Submitted By: Finance Department

Background Information:

Attached to this Briefing Document is the Quarterly Financial Report for the current fiscal year which started on July 1, 2023, and will end on June 30, 2024. The quarterly report provides an overview of the revenues and expenditures for Fiscal Year 2023-2024 (FY2024) through the end of the third quarter, which is 75% of the way through the fiscal year.

Information contained in this report is unaudited. Further adjusting journal entries may be made as part of the city's year-end close and audit processes. Many transfers and depreciation expenses are posted at the end of the fiscal year.

The attached Revenue and Expense Report shows a summary of all the revenues and expenses from the fiscal years 2022 through 2024.

Highlights:

Revenue

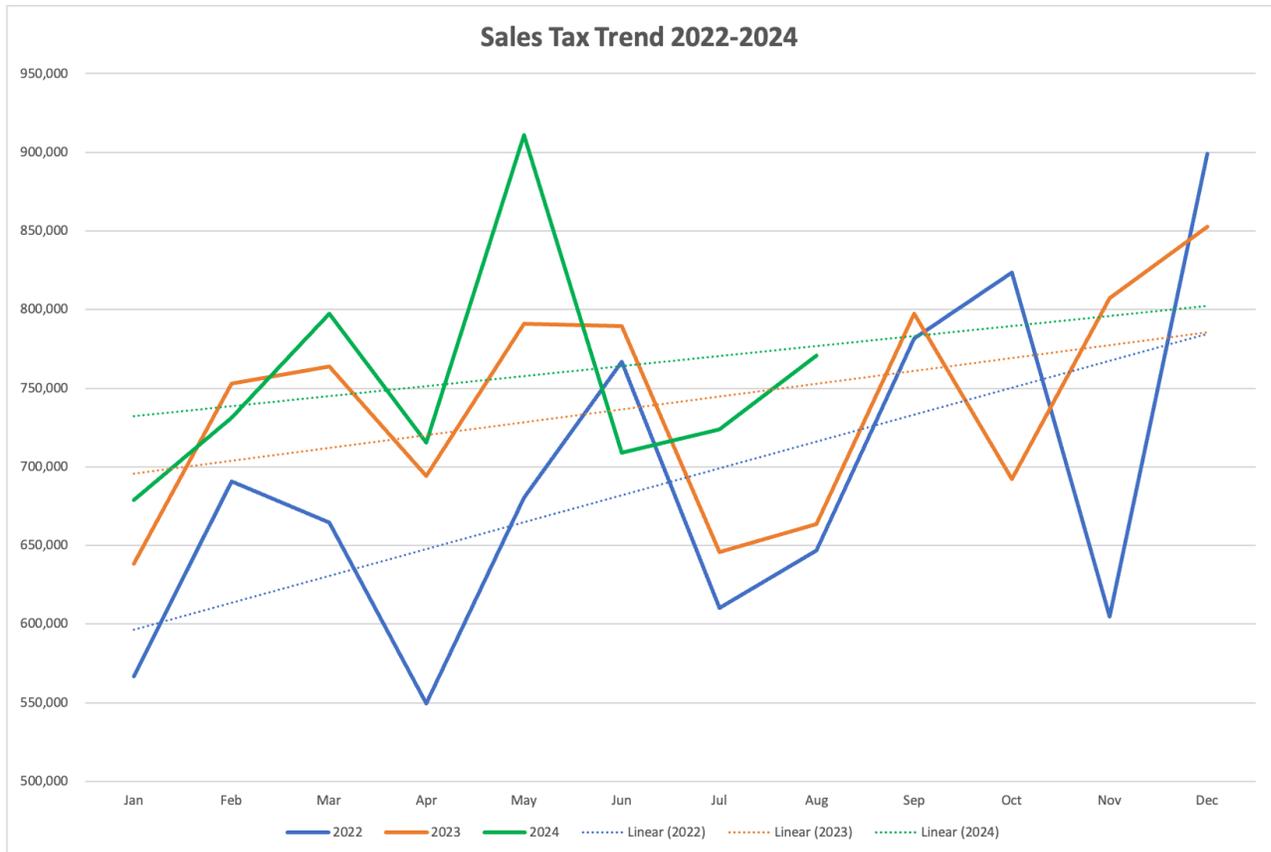
The General Fund revenue categories include Taxes, Licenses & Permits, and Charges for Services. Below is a summary of all the General Fund's major revenues for the last three years.

General Fund Revenue Fiscal Years 2022-2024 July to March

Revenue	2022	2023	2024
Taxes	10,607,013	11,387,072	12,240,740
Licenses & Permits	1,248,800	1,086,890	1,222,194
Intergovernmental Revenue	2,958,357	2,902,064	1,322,970
Charges for Services	5,920,526	6,778,985	7,134,733
Fines & Forfeitures	300,198	252,366	228,569
Misc Revenue	119,182	355,663	726,552
Contributions & Transfers	112,992	93,472	96,047
Total Revenue	21,267,068	22,856,511	22,971,804

Taxes

The total amount budgeted for sales tax revenue is \$10 million. Estimates indicate sales tax revenue for this fiscal year will be around \$9.3 million. The chart below shows that there has been a general upward trend in sales tax collection over the year. There are some ups and downs from month to month, but overall, sales tax revenue continues to increase.

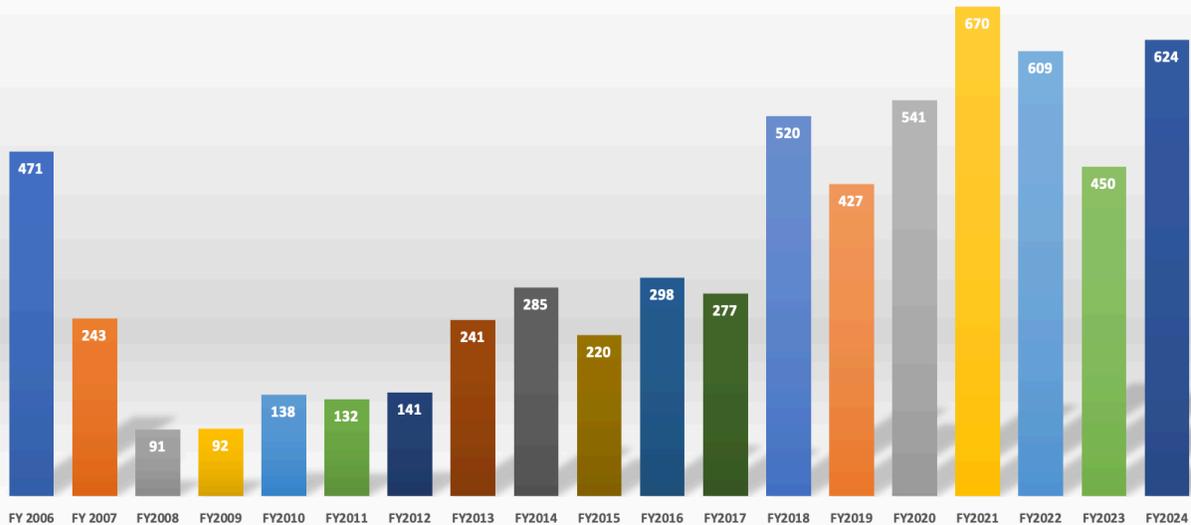


The property tax collections are on track to meet our projections for the year. As of March 31, 2024, we've received about \$4.3 million, which represents 96% of the \$4.4 million budget.

Licenses & Permits

There has been a significant increase in the number of new residential permits issued in recent months. In January of this year, there were 116 permits issued, which is the highest number issued in one month. Please refer to the chart below to view the trend in new residential permits since fiscal year 2006.

New Residential Permits-Fiscal Year Totals thru March



Charges for Services

The Leisure Services category, which includes subcategories like General Government (Plan Check and Zoning/Subdivision/Development), Golf Course, Community Center, and Cemetery, experienced significant revenue growth this year. Overall revenue increased by \$356,000, representing a 5% increase compared to last year.

This increase was primarily driven by the Golf Course and Community Center. Revenue from the Golf Course increased by \$213,000, and the Community Center saw a rise of \$47,000.

Enterprise Revenue

Washington City has several Enterprise Funds, including Water, Sewer, Power, and Storm Enterprise Funds. These funds are used to report activities where external users are charged fees for goods or services. All the Enterprise fund revenues increased when compared to last year. This growth stems from two key factors: increased operating revenue and earned interest due to higher interest rates. Below is a three-year summary of Enterprise revenues for July through March.

Enterprise Revenue Fiscal Years 2022-2024 July to March

Department	2022	2023	2024
Water	7,683,707	8,089,213	9,127,214
Sewer	1,848,852	2,210,078	2,913,462
Power	13,584,596	16,764,362	18,764,324
Storm Water	1,633,235	1,164,150	1,726,729

RAP Tax

The RAP Tax Fund is a sales and use tax levied to fund Recreation, Arts, and Parks (RAP) in Utah. The RAP tax was first implemented on April 15, 2015, and remains effective for 10 years. The RAP tax adds a 0.1 percent increase in sales tax.

The RAP Tax Fund is a significant source of funding for RAP projects and programs throughout the state. These funds are used to support a wide range of projects and programs, including:

- Park improvements
- Arts and cultural programs
- Cultural facilities

Below is a summary of the RAP Tax Fund:

RAP Tax Summary

Fiscal Year	Collections	Distributions	Balance
2016	369,646	94,333	275,314
2017	358,807	76,428	557,693
2018	418,192	633,612	342,274
2019	450,482	-	792,755
2020	493,074	583,450	702,380
2021	632,224	58,000	1,276,604
2022	728,056	214,150	1,790,510
2023	833,152	330,370	2,293,292
2024	547,773	189,681	2,651,385
Total	4,831,408	2,180,023	2,651,385

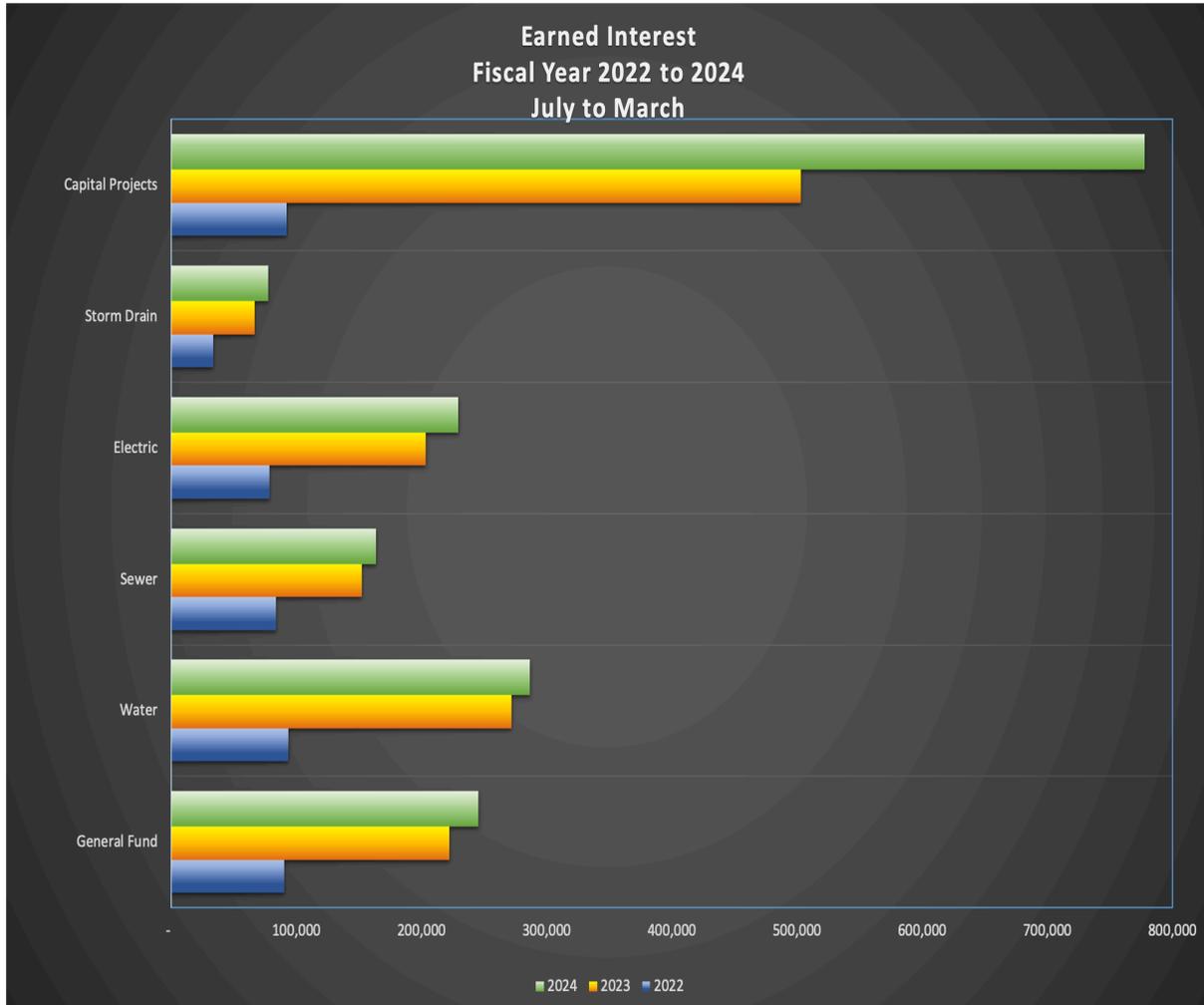
RAP Tax Balance 3-31-24	2,651,385
35% Committed for Cultural Facilities & Arts*	1,131,998
RAP Tax Uncommitted	1,519,387

*Resolution R2019-21

Earned Interest

The chart below highlights a positive trend in the City of Washington's earned interest since July 2022. The chart below details this growth across various funds, spanning fiscal years 2022 to 2024 (July to March).

This steady increase in earned interest indicates effective financial management strategies that generate a positive return on the city's investments.



Expenditures

The General Fund expenditures are at 67% of the total budget, which is lower than the 75% threshold that would be expected at this point in the year. Below is a summary of the General Fund's expenditures. The increase in expenses to the overall General Fund expenditures can be attributed to wages and capital equipment purchases.

General Fund Expenditures Fiscal Years 2022-2024 July to March

Expense	2022	2023	2024
General Fund	2,473,381	2,619,612	3,045,845
Public Safety	6,254,547	7,996,799	8,812,185
Highways & Public Improvem	2,511,863	2,813,357	2,970,176
Parks & Rec	4,859,764	5,712,566	6,028,287
Community & Economic Dev	1,281,826	1,336,203	1,460,503
Transfers & Other Uses	140,229	141,089	142,612
Total Expense	17,521,611	20,619,626	22,459,609

The Enterprise Funds are all performing well, staying below the spending target of 75% by mid-year. While the Water Fund saw an increase due to higher water costs and ongoing projects, both the Sewer Fund and Storm Water Fund have reduced impact fees and capital project expenses compared to last year. The Power Fund also saw a decrease in spending, driven by lower costs for UAMPS and capital projects.

Enterprise Expenditures Fiscal Years 2022-2024 July to March

Department	2022	2023	2024
Water	5,895,194	6,703,517	7,885,646
Sewer	1,524,861	4,411,935	2,875,087
Power	11,808,011	18,307,747	14,394,565
Storm Water	1,258,641	2,175,971	1,191,787

Fund Balance

Washington City manages its finances through various funds, each with a "fund balance" representing the available resources. The fund balances are categorized as restricted or unrestricted. Restricted funds, like impact fees, have specific earmarked purposes, while unrestricted funds have no usage limitations. Below is a summary of the fund balance for each fund.

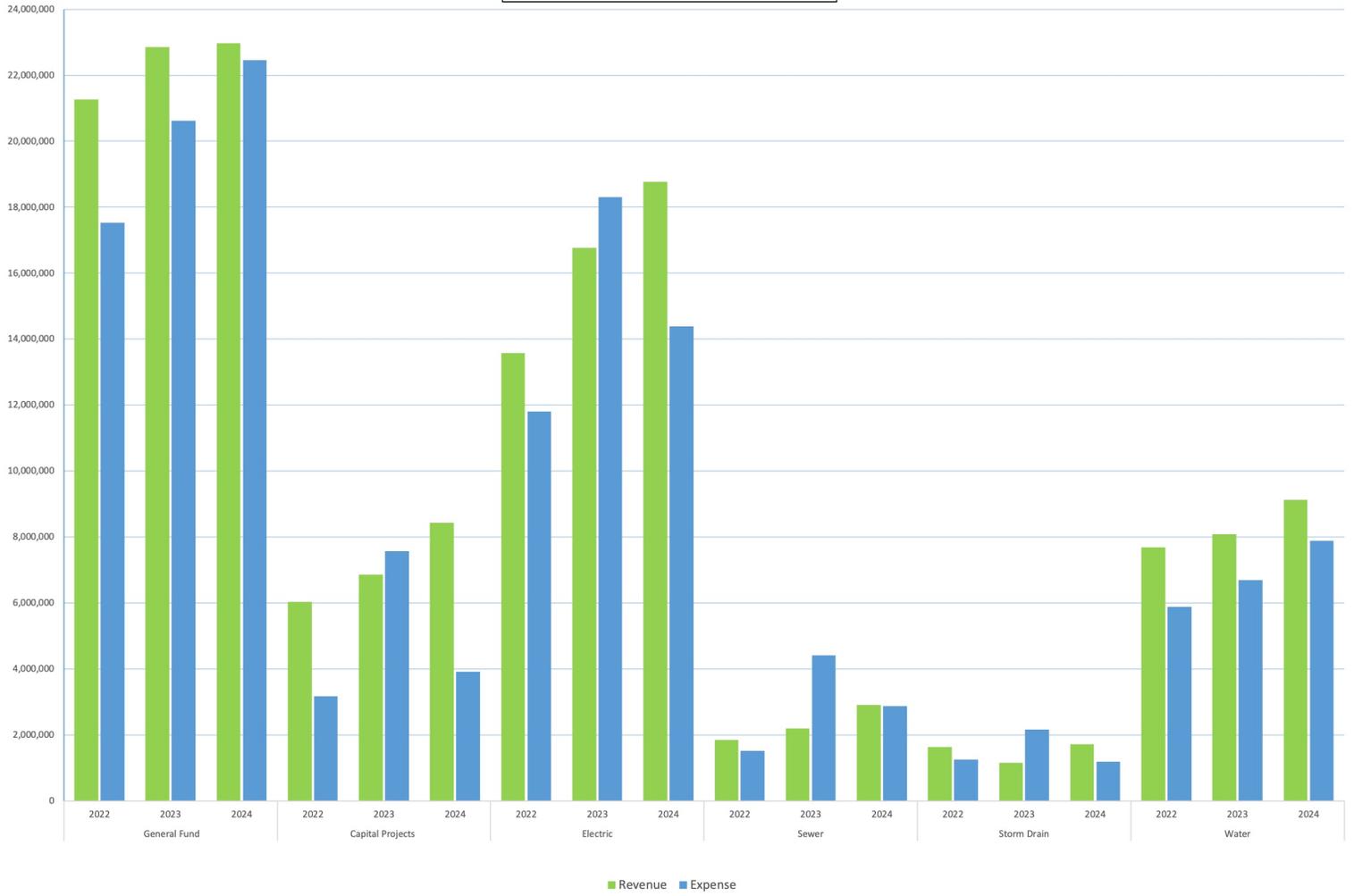
Fund Balance March 31, 2024

Fund	Restricted	Unrestricted	Total
General Fund	4,051,035	4,133,423	8,184,458
RAP Tax Special Revenue Fund	-	2,651,385	2,651,385
Washington City Foundation	-	21,602	21,602
Debt Service Fund	-	-	-
Municipal Building Authority	9,330,400	-	9,330,400
Coral Canyon SSD	1,266,463	-	1,266,463
Capital Project Streets	12,451,404	2,256,557	14,707,961
Capital Project Public Safety	2,938,319	-	2,938,319
Capital Project Leisure Svc	13,235,455	-	13,235,455
Capital Project General	-	385,063	385,063
Water	3,529,704	14,849,837	18,379,541
Sewer	922,409	6,145,611	7,068,020
Electric	481,738	16,499,760	16,981,498
Storm Drain	1,858,392	1,725,859	3,584,251

Conclusion

Washington City's financial health remains strong. Revenue is on track to meet projections across most categories. Building permits experienced a significant surge this quarter. General Fund expenditures are below the expected level for this point in the year, and all Enterprise Funds are operating within budget. Washington City is well-positioned to continue providing essential services to its residents.

**Revenues & Expenses
Fiscal Years 2022 to 2024
July to March**



General Ledger
Budget Status by Dept

User: bbrown
Printed: 5/14/2024 11:37:04 AM
Period 01 - 09
Fiscal Year 2024



Account Number	Description	Budget	Budget Adjustments	Period Amt	YTD Amount	Prior Year	% ExpendCollect
10	General Fund						
31	Taxes	18,405,068.00	0.00	1,071,618.35	12,240,739.97	11,387,071.84	66.51
32	Licenses & Permits	1,358,000.00	0.00	178,253.88	1,222,193.70	1,086,889.53	90.00
33	Intergovernmental Revenue	1,967,000.00	0.00	3,931.00	1,322,969.70	2,902,063.50	67.26
34	Charges For Services	9,062,097.00	0.00	942,788.87	7,134,733.22	6,778,984.53	78.73
35	Fines & Forfeitures	420,000.00	0.00	26,511.76	228,568.94	252,366.31	54.42
36	Miscellaneous Revenue	682,623.00	0.00	63,971.63	726,552.11	355,663.24	106.44
38	Contributions & Transfers	<u>1,626,341.00</u>	<u>279,041.00</u>	<u>2,875.00</u>	<u>96,046.57</u>	<u>93,471.57</u>	<u>5.91</u>
	Revenue	33,521,129.00	279,041.00	2,289,950.49	22,971,804.21	22,856,510.52	68.53
41	General Government	4,280,561.00	36,940.00	354,997.47	3,045,845.26	2,619,612.30	71.16
42	Public Safety	13,044,993.00	29,160.00	1,191,626.62	8,812,185.17	7,996,798.86	67.55
44	Highways & Public Improvements	4,723,716.00	4,271.00	374,351.56	2,970,176.19	2,813,357.12	62.88
45	Parks & Rec, Public Property	9,017,935.00	172,930.00	736,833.51	6,028,287.23	5,712,566.18	66.85
46	Community & Economic Dev	2,294,224.00	35,740.00	220,166.89	1,460,503.09	1,336,203.33	63.66
48	Transfers & Other Uses	<u>159,700.00</u>	<u>0.00</u>	<u>0.00</u>	<u>142,611.91</u>	<u>141,088.65</u>	<u>89.30</u>
	Expense	33,521,129.00	279,041.00	2,877,976.05	22,459,608.85	20,619,626.44	67.00
10	General Fund	0.00	558,082.00	-588,025.56	512,195.36	2,236,884.08	0.00

General Ledger
Budget Status by Dept

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Period 01 - 09
Fiscal Year 2024



<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Budget Adjustments</u>	<u>Period Amt</u>	<u>YTD Amount</u>	<u>Prior Year</u>	<u>% Expend/Collect</u>
21	RAP Tax Special Revenue Fund						
36	Miscellaneous Revenue	52,000.00	0.00	13,993.02	98,733.86	44,101.31	189.87
38	Contributions & Transfers	<u>830,000.00</u>	<u>32,000.00</u>	<u>57,101.13</u>	<u>449,039.34</u>	<u>451,828.02</u>	<u>54.10</u>
	Revenue	882,000.00	32,000.00	71,094.15	547,773.20	495,929.33	62.11
45	Parks & Rec, Public Property	782,000.00	32,000.00	29,541.91	103,680.91	231,025.00	13.26
48	Transfers & Other Uses	<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,000.00</u>	<u>63,750.00</u>	<u>86.00</u>
	Expense	882,000.00	32,000.00	29,541.91	189,680.91	294,775.00	21.51
21	RAP Tax Special Revenue Fund	0.00	64,000.00	41,552.24	358,092.29	201,154.33	0.00

General Ledger
Budget Status by Dept

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Period 01 - 09
Fiscal Year 2024



Account Number	Description	Budget	Budget Adjustments	Period Amt	YTD Amount	Prior Year	% Expend/Collect
22 38	Washington City Foundation Contributions & Transfers	<u>62,500.00</u>	<u>37,500.00</u>	<u>0.00</u>	<u>54,019.00</u>	<u>27,165.00</u>	<u>86.43</u>
	Revenue	62,500.00	37,500.00	0.00	54,019.00	27,165.00	86.43
41	General Government	62,500.00	37,500.00	0.00	37,500.00	0.00	60.00
42	Public Safety	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,097.97</u>	<u>23,905.42</u>	<u>0.00</u>
	Expense	62,500.00	37,500.00	0.00	43,597.97	23,905.42	69.76
22	Washington City Foundation	0.00	75,000.00	0.00	10,421.03	3,259.58	0.00

General Ledger
Budget Status by Dept

User: bbrown
Printed: 5/14/2024 11:37:04 AM
Period 01 - 09
Fiscal Year 2024



<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Budget Adjustments</u>	<u>Period Amt</u>	<u>YTD Amount</u>	<u>Prior Year</u>	<u>% Expend/Collect</u>
36	Debt Service Fund						
36	Miscellaneous Revenue	0.00	0.00	0.00	-12.24	0.50	0.00
38	Contributions & Transfers	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	0.00	0.00	0.00	-12.24	0.50	0.00
48	Transfers & Other Uses	0.00	0.00	0.00	0.00	0.00	0.00
83	Debt Service	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.01</u>	<u>1,500.00</u>	<u>0.00</u>
	Expense	0.00	0.00	0.00	0.01	1,500.00	0.00
36	Debt Service Fund	0.00	0.00	0.00	-12.25	-1,499.50	0.00

General Ledger
Budget Status by Dept

User: bbrown
Printed: 5/14/2024 11:37:04 AM
Period 01 - 09
Fiscal Year 2024



<u>Account Number</u>	<u>Description</u>	<u>Budget</u>	<u>Budget Adjustments</u>	<u>Period Amt</u>	<u>YTD Amount</u>	<u>Prior Year</u>	<u>% Expend/Collect</u>
37	Municipal Building Authority						
36	Miscellaneous Revenue	355,000.00	0.00	49,351.36	432,953.18	254,506.98	121.96
38	Contributions & Transfers	<u>11,226,077.00</u>	<u>0.00</u>	<u>0.00</u>	<u>726,888.75</u>	<u>690,205.25</u>	<u>6.48</u>
	Revenue	11,581,077.00	0.00	49,351.36	1,159,841.93	944,712.23	10.01
48	Transfers & Other Uses	0.00	0.00	0.00	0.00	0.00	0.00
81	Municipal Building Authority	<u>11,581,077.00</u>	<u>0.00</u>	<u>708,463.25</u>	<u>2,632,031.41</u>	<u>1,550,078.81</u>	<u>22.73</u>
	Expense	11,581,077.00	0.00	708,463.25	2,632,031.41	1,550,078.81	22.73
37	Municipal Building Authority	0.00	0.00	-659,111.89	-1,472,189.48	-605,366.58	0.00

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38	Coral Canyon SSD						
31	Taxes	1,028,000.00	0.00	4,616.31	812,769.06	938,091.63	79.06
36	Miscellaneous Revenue	26,000.00	0.00	6,197.06	34,553.23	24,312.45	132.90
38	Contributions & Transfers	<u>-226,976.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	827,024.00	0.00	10,813.37	847,322.29	962,404.08	102.45
82	Coral Canyon Special Srvc Dist	<u>827,024.00</u>	<u>0.00</u>	<u>4,565.21</u>	<u>813,534.74</u>	<u>816,490.75</u>	<u>98.37</u>
	Expense	827,024.00	0.00	4,565.21	813,534.74	816,490.75	98.37
38	Coral Canyon SSD	0.00	0.00	6,248.16	33,787.55	145,913.33	0.00

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41	Capital Project Streets						
31	Taxes	2,147,806.00	0.00	248,361.71	1,771,815.73	1,743,154.30	82.49
36	Miscellaneous Revenue	254,500.00	0.00	71,016.66	589,565.70	98,548.30	231.66
38	Contributions & Transfers	6,939,346.00	0.00	426,196.28	426,196.28	0.00	6.14
39	Special Fund Revenue	<u>1,846,715.00</u>	<u>0.00</u>	<u>317,456.76</u>	<u>2,205,255.85</u>	<u>2,063,501.63</u>	<u>119.42</u>
	Revenue	11,188,367.00	0.00	1,063,031.41	4,992,833.56	3,905,204.23	44.63
48	Transfers & Other Uses	227,367.00	0.00	0.00	0.00	0.00	0.00
71	Capital Projects Street	<u>10,961,000.00</u>	<u>0.00</u>	<u>71,696.51</u>	<u>2,736,276.77</u>	<u>3,688,619.05</u>	<u>24.96</u>
	Expense	11,188,367.00	0.00	71,696.51	2,736,276.77	3,688,619.05	24.46
41	Capital Project Streets	0.00	0.00	991,334.90	2,256,556.79	216,585.18	0.00

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42	Capital Project Public Safety						
36	Miscellaneous Revenue	1,500.00	0.00	4,634.59	46,303.93	8,424.77	3,086.93
38	Contributions & Transfers	-155,228.00	0.00	0.00	0.00	0.00	0.00
39	Special Fund Revenue	<u>370,000.00</u>	<u>0.00</u>	<u>65,979.69</u>	<u>360,568.62</u>	<u>400,142.65</u>	<u>97.45</u>
	Revenue	216,272.00	0.00	70,614.28	406,872.55	408,567.42	188.13
48	Transfers & Other Uses	166,272.00	0.00	0.00	159,056.61	158,352.87	95.66
72	Capital Projects Public Safety	<u>50,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	216,272.00	0.00	0.00	159,056.61	158,352.87	73.54
42	Capital Project Public Safety	0.00	0.00	70,614.28	247,815.94	250,214.55	0.00

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43	Capital Project Leisure Srvc						
36	Miscellaneous Revenue	164,500.00	0.00	27,111.11	272,890.41	120,065.94	165.89
38	Contributions & Transfers	7,094,062.00	750,000.00	0.00	0.00	0.00	0.00
39	Special Fund Revenue	<u>3,230,000.00</u>	<u>0.00</u>	<u>454,164.50</u>	<u>2,745,196.31</u>	<u>2,418,063.70</u>	<u>84.99</u>
	Revenue	10,488,562.00	750,000.00	481,275.61	3,018,086.72	2,538,129.64	28.78
48	Transfers & Other Uses	1,338,562.00	0.00	0.00	518,391.80	483,935.30	38.73
73	Capital Projects Leisure Srvc	<u>9,150,000.00</u>	<u>750,000.00</u>	<u>0.00</u>	<u>480,619.13</u>	<u>1,377,054.97</u>	<u>5.25</u>
	Expense	10,488,562.00	750,000.00	0.00	999,010.93	1,860,990.27	9.52
43	Capital Project Leisure Srvc	0.00	1,500,000.00	481,275.61	2,019,075.79	677,139.37	0.00

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45	Capital Project General						
36	Miscellaneous Revenue	5,013,600.00	0.00	2,109.49	16,131.72	7,848.98	0.32
38	Contributions & Transfers	-13,600.00	0.00	0.00	0.00	0.00	0.00
39	Special Fund Revenue	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	5,000,000.00	0.00	2,109.49	16,131.72	7,848.98	0.32
48	Transfers & Other Uses	0.00	0.00	0.00	0.00	0.00	0.00
75	Capital Projects General	<u>5,000,000.00</u>	<u>0.00</u>	<u>25,000.00</u>	<u>31,690.26</u>	<u>1,872,705.45</u>	<u>0.63</u>
	Expense	5,000,000.00	0.00	25,000.00	31,690.26	1,872,705.45	0.63
45	Capital Project General	0.00	0.00	-22,890.51	-15,558.54	-1,864,856.47	0.00

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51	Water						
36	Miscellaneous Revenue	279,000.00	0.00	55,836.59	491,397.26	182,274.95	176.13
37	Enterprise Revenue	9,752,149.00	0.00	686,232.44	7,000,989.02	6,594,987.34	71.79
38	Contributions & Transfers	8,156,154.00	7,968.00	0.00	0.00	0.00	0.00
39	Special Fund Revenue	<u>1,514,380.00</u>	<u>0.00</u>	<u>265,736.79</u>	<u>1,634,827.85</u>	<u>1,311,950.47</u>	<u>107.95</u>
	Revenue	19,701,683.00	7,968.00	1,007,805.82	9,127,214.13	8,089,212.76	46.33
50	Water Treatment	4,662,429.00	760.00	177,986.94	2,729,474.17	2,378,531.21	58.54
51	Water Distribution	13,774,927.00	7,208.00	418,390.36	4,945,562.85	4,316,263.66	35.90
55	Irrigation	<u>1,264,327.00</u>	<u>0.00</u>	<u>38,938.74</u>	<u>210,608.87</u>	<u>8,721.82</u>	<u>16.66</u>
	Expense	19,701,683.00	7,968.00	635,316.04	7,885,645.89	6,703,516.69	40.03
51	Water	0.00	15,936.00	372,489.78	1,241,568.24	1,385,696.07	0.00

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52	Sewer						
36	Miscellaneous Revenue	188,000.00	0.00	45,223.16	460,947.18	17,341.29	245.18
37	Enterprise Revenue	2,332,201.00	0.00	212,309.24	1,817,765.43	1,697,382.86	77.94
38	Contributions & Transfers	8,728,804.00	3,408.00	0.00	0.00	10,000.00	0.00
39	Special Fund Revenue	<u>604,700.00</u>	<u>0.00</u>	<u>107,537.95</u>	<u>634,749.36</u>	<u>485,354.16</u>	<u>104.97</u>
	Revenue	11,853,705.00	3,408.00	365,070.35	2,913,461.97	2,210,078.31	24.58
52	Sewer	<u>11,853,705.00</u>	<u>3,408.00</u>	<u>404,779.10</u>	<u>2,875,086.92</u>	<u>4,411,935.28</u>	<u>24.25</u>
	Expense	11,853,705.00	3,408.00	404,779.10	2,875,086.92	4,411,935.28	24.25
52	Sewer	0.00	6,816.00	-39,708.75	38,375.05	-2,201,856.97	0.00

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53	Electric						
36	Miscellaneous Revenue	296,000.00	0.00	77,233.54	548,947.73	228,054.74	185.46
37	Enterprise Revenue	23,555,200.00	0.00	1,341,832.40	17,328,079.36	15,844,865.04	73.56
38	Contributions & Transfers	2,223,683.00	4,560.00	59,179.37	130,812.80	69,021.42	5.88
39	Special Fund Revenue	<u>815,000.00</u>	<u>0.00</u>	<u>51,394.70</u>	<u>756,483.93</u>	<u>622,420.99</u>	<u>92.82</u>
	Revenue	26,889,883.00	4,560.00	1,529,640.01	18,764,323.82	16,764,362.19	69.78
53	Electric	<u>26,889,883.00</u>	<u>4,560.00</u>	<u>1,136,957.05</u>	<u>14,394,565.32</u>	<u>18,307,747.00</u>	<u>53.53</u>
	Expense	26,889,883.00	4,560.00	1,136,957.05	14,394,565.32	18,307,747.00	53.53
53	Electric	0.00	9,120.00	392,682.96	4,369,758.50	-1,543,384.81	0.00

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55	Irrigation						
36	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00
37	Enterprise Revenue	0.00	0.00	0.00	0.00	0.00	0.00
38	Contributions & Transfers	0.00	0.00	0.00	0.00	0.00	0.00
39	Special Fund Revenue	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	0.00	0.00	0.00	0.00	0.00	0.00
55	Irrigation	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	0.00	0.00	0.00	0.00	0.00	0.00
55	Irrigation	0.00	0.00	0.00	0.00	0.00	0.00

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57	Storm Drain						
36	Miscellaneous Revenue	70,000.00	0.00	21,288.35	204,358.43	-36,405.64	291.94
37	Enterprise Revenue	1,364,876.00	0.00	125,661.19	1,124,604.04	1,034,325.60	82.40
38	Contributions & Transfers	7,091,629.00	2,184.00	0.00	301,213.15	0.00	4.25
39	Special Fund Revenue	<u>182,206.00</u>	<u>0.00</u>	<u>54,949.43</u>	<u>96,553.59</u>	<u>166,229.67</u>	<u>52.99</u>
	Revenue	8,708,711.00	2,184.00	201,898.97	1,726,729.21	1,164,149.63	19.83
57	Storm Drain	<u>8,708,711.00</u>	<u>2,184.00</u>	<u>153,896.55</u>	<u>1,191,787.34</u>	<u>2,175,971.26</u>	<u>13.69</u>
	Expense	8,708,711.00	2,184.00	153,896.55	1,191,787.34	2,175,971.26	13.69
57	Storm Drain	0.00	4,368.00	48,002.42	534,941.87	-1,011,821.63	0.00