**Millcreek City Hall**
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov

**Planning & Zoning**
(801) 214-2700
planner@millcreekut.gov

**ZM-25-001**

**City Council Staff Report**

| | |
|---|---|
| **Meeting Date:** | **5/27/2025** |
| **Applicant:** | **Miles Maynes** |
| **Re:** | **Request to Rezone Property** |
| **Property Address:** | **4261 S 700 E** |
| **Zone:** | **From R-1-8 to R-M** |
| **Prepared By:** | **Carlos Estudillo, Planner** |
| **Scope of Decision:** | **Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Council(s) and the Millcreek Planning Commission. Your recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan. |

## REQUEST AND SYNOPSIS

The applicant is seeking to rezone a property located at 4261 S 700 E from the R-1-8 (Residential Single-family) to the R-M (Residential Multi-family) zone. The purpose of the rezone is to accommodate a residential complex, consisting of four (4) town homes, with the intention of subdividing them for owner occupancy.

A development agreement may accompany this application to ensure that the proposed site plan is executed as approved. Conditions to be subjected to Community Council and Planning Commission's recommendation.

On June 15th, 2022, the same applicant presented a similar application (ZM-22-007) for this property. The Planning Commission's recommendation was a continuation, due to the fact that at that time, staff asked the Planning Commission to assess the definition of "Mixed use 1" under the Future Land Use in our general plan and define whether a residential multi-family complex is a proper use for the assigned future land use.

## GENERAL PLAN CONSIDERATIONS

***CHARACTER. GOAL N-1: Preserve and enhance the physical elements that define each neighborhood's character.***

*Strategy 1.5: Ensure that new infill development is compatible with existing neighborhoods by regulating structure sizes and heights; building forms and materials; yard setbacks; streetscape character; height and bulk transitions; buffering; and other factors.*

The Subject Property is a new infill development which can be made to be compatible if, the zoning change is accompanied by a development agreement which will help ensure comparable densities, building forms, setbacks, buffering, and other factors.

The applicant's proposed fourplex have been designed by the applicant to be as close as possible to the neighborhood in terms of compatibility (Massing, architecture). While they are considered multi-family units, the proposed townhomes near are spacious enough to resemble the single-family homes that could potentially be built in the neighborhood.

***CHOICE. GOAL N-2: Strive for a variety of housing choices in types, styles, and costs of housing throughout Millcreek.***

*Strategy 1.4: Support development projects in centers and mixed-use corridors that provide a variety of housing types and sizes to serve a range of demographic sectors and meet the needs of residents and families through various life stages and income levels.*

If the rezone is granted, the R-M zone would allow to provide a style of housing in a mixed-use corridor that bleeds into a calmer, single-family neighborhood, shielding the single-family neighborhoods (nearby) from a busy 700 E.

**HOUSING TYPES AND CHOICES:** The 2018 Millcreek Housing Study indicated a need for more diversity in housing types in Millcreek in the future to provide for residents in a variety of stages of life. These housing types would include small-lot single-family, attached single-family, and urban style multi-family residences, especially near major job centers and transit lines to provide choices to meet these needs. Some of the concerns identified during the General Plan study were that residents in Millcreek:

- Believe that not everyone has access to the type of housing that meets their needs.
- Are concern about rising housing costs.

The proposed development provides medium-density townhomes that would add to the variety of "for-sell" units in Millcreek, in a lot that was originally zoned for single-family residences. Due to the size of the units and the density to which they would be developed on, price ranges are expected to be cheaper than the medium house price in Millcreek.

## EXISTING CONDITIONS & FINDINGS:

1. The Subject Property involves a parcel comprising approximately .34 acres (14,700 sf). The subject property contains existing residential structures along with other accessory structures, all of which will be removed if approved for further development of the property.

2. **Land Use Designation.** The Subject Property is within the "Mixed-use 1" category under the General Plan:

a. The "Mixed-use 1" land use designation envisions a mix of commercial, retail, professional offices, medium density residential and service-oriented uses, in development generally in corridors of structures 1 to 2 stories in height, abutting a lower-intensity, established residential neighborhood. The "Mixed-use 1" provides the opportunity for infill or redevelopment and/or the adaptive reuse of vacant building or underutilized sites, but not in a manner that clashes with the surrounding neighborhood in terms of use, mass, height and scale. The proposed development will fit the characteristics of "Mixed-use 1"; However, residential multi-family is not the only use desired under this future land use.

b. The development will require a Future Land Use amendment, as the proposed use fits the characteristics of the "neighborhood 2" or "neighborhood 3" categories of the Future land use plan; However, a General Plan Amendment is not being contemplated as part of this application, as staff will be updating the current future land use map, within the entirety of the 700 E corridor, for the City Council's consideration, later in 2025/2026.

3. **Zoning**. The Subject Property is currently within the R-1-8 Zone. Properties within the vicinity surrounding the Subject Property are within the R-1-5 (South), R-2-10 (west), R-M (west) and R-1-8 (north, east) zones.

4. **Surrounding Uses.** Properties surrounding the Subject Property consist of small-scale multi-family housing stock, and office uses, in addition to duplexes to the west of the property and single-family housing directly north, south and east of the property.

5. **Densities.** The R-1-8 Zone would allow a total of approximately two (2) units (1-6 units per acre), whereas the R-M Zone would allow up to seven (7) units (2,000 sf per unit). The applicant is asking for four (4) total units.

6. **Proposal.**

a. The applicant is proposing four (4) residential units that will consist of a four-plex, facing north, and accessed through 700 E.
b. The proposed building will need to be within the maximum height allowed of thirty-five (35) feet, as per MKZ 19.44.
c. Landscaping to be subject to MKZ 19.77 (Landscape standards). Applicants currently meet the 40% open space requirement.
d. Parking to be subjected to MKZ 19.80 (Parking and Mobility Standards).
    i. The proposed four (4) town homes will all have their own two-car garage providing eight (8) stalls, meeting the requirements of two stalls per unit, identified on MKZ 19.80. Additionally, the applicant is providing two guest-parking stalls out of the .66 stalls required.
e. The Subject Property has one access from 700 East to the complex, measuring to be 25' in width, meeting the 2019 Transportation Master Plan's cross section for a private roadway requirement, which has led to a 25' feet wide road. Access has been reviewed and accepted by Unified Fire.
f. The R-M Zone does not require owner occupied housing however the applicant has verbally mentioned that they intend to create a "for sale" product which may help Millcreek meet certain house goals. This will require a subdivision application and approval.

g. All development will be required to meet the **minimum zoning and land use ordinances**; to which the concept plan may likely evolve from what is currently presented for this rezone application.

h. Right-of-way improvements and maintenance.

7. **Restrictive-Use Agreement**. The Developer shall cause the following language to be included in a declaration of covenants, conditions, and restrictions (CC&Rs) against the Property, which is to be recorded by the Developer at the time of recording a subdivision plat and shall apply to each of the 4 units:

    1. Each of the five units is intended to be owner-occupied, including occupancy by the owner's immediate family members (including parents, siblings, children, and grandchildren) and unrelated persons so long as the owner remains in occupancy.

    2. The foregoing restriction shall not apply, however, to:
        a) Any of the units owned by a person who has ceased occupying such Unit due to military service for the period of the owner's deployment;
        b) To any unit occupied by an owner's parent, child, or sibling;
        c) An owner whose employer has relocated the owner for two (2) years or less;
        d) Any unit owned by an entity that is occupied by an individual who:
            i. has voting rights with respect to the entity and
            ii. has at least 25% ownership of the entity; or
        d) Any unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
            i. a current resident of the unit; or
            ii. the parent, child, or sibling of the current resident of the unit;

8. **Management.** Applicant intends to place units under a home-owners association (HOA).

9. **Traffic.** A traffic study was not commissioned by the city, as four residential units do not present any significant impact on the 700 E corridor.

10. **Development Agreement:** A development agreement may best ensure the type, scale, orientation, dedication, utilities easements, access, phasing, and other aspects pertaining to the future development of these properties, where the underlying zoning and land use ordinances may be insufficient; Therefore, a development agreement may be considered to ensure development design and layout of the property. Staff would like the Community Council to discuss the following, potential development agreement items:
    a. Uses and Unit Count.
    b. Density and Height.
    c. Owner Occupancy.
    d. Setbacks.
    e. Parking.
    o Materials.

## PUBLIC MEETINGS

**Neighborhood Meeting** – A neighborhood meeting was held on April 2022 on site. Neighbors within 600' of the subjected property were notified. A fair number of residents showed up with the following comments:

1. Increased Traffic and Parking.
2. Neighborhood Safety
3. Parking spilled over to 730 E.
4. Neighborhood Compatibility (Single-Family)

The overall temperature of the proposal was mixed, as some residents support redevelopment for the sake of a renewed neighborhood but are also concerned with potential detriments.

**Millcreek Community Council Meeting** – The Millcreek Community Council held a meeting on April 1st, whereupon six of the seven (6-1) members recommend approving the rezone of the subject property from the R-1-8 Zone to the R-M zone. Some of the reasons being:

a. Neighborhood compatibility.
b. Low-medium Density.
c. Relative affordability.
d. Development agreement locking the desired standards on this parcel for this development only. Pushing out any potential possibility for the applicant to just obtain a rezone without going through their promised development.

The Millcreek Community Council recommended the applicant to hold a neighborhood meeting, showcasing the updated application to the neighborhood, as plans have reduced the amount of units from five to four, and to get a temperature of the neighborhood since it has been nearly three years since the last neighborhood meeting.

**Neighborhood Meeting -** A second neighborhood meeting was held by the applicant on April 14th, 2025, as requested by the Millcreek Community Council. Residents showed the same concerns as before; However, they were satisfied with the design of the proposed building and deemed it compatible with the neighborhood, as well as the applicant's will to drop a unit which has satisfied some neighbor concerns on density.

**Planning Commission Meeting:** The Millcreek Planning Commission held a meeting on April 16th, whereupon seven of the seven members (7-0) unanimously recommended approval of the application and development agreement, as outlined by staff, specifying design standards as well as deed restrictions ensuring owner occupancy. The supporting causes were based on:

a. Meets the General Plan goals for mixed housing types
b. Affordable housing
c. Owner-occupied housing
d. Neighborhood compatibility

## RECOMMENDATIONS AND CONCLUSIONS

**Conclusions –**

1. A Land Use Amendment **will not** be contemplated, as staff will analyze and possibly reconsider the current future land use map, within the entirety of the 700 E corridor, in a more holistic manner, later in 2025.

2. However, a multifamily residential use **would be** in harmony with the Land Use designation of "Mixed Use 1" identified in the west side of the property, abutting 700 E. "Mixed Use 1" primary intended use is to accommodate infill and redevelopment of medium density residential and service-oriented uses near lower-intensity established residential neighborhoods.

3. The proposal will meet the requirements set forth in MKZ 19.44 (Multi-family Residential zone), 19.77 (Landscape standards) and 19.80 (Parking and Mobility Standards).

4. A development agreement may best ensure the type, scale, style, materials, orientation, dedication, utilities easements, access, phasing, and other aspects pertaining to the future development of these properties, where the underlying zoning and land use ordinances may be insufficient; Therefore, a development agreement may be in place to ensure development design and layout of the property.

5. All development will be required to meet the minimum zoning and land use ordinances; to which the concept plan may likely evolve from what is currently presented for this rezone application.

6. A Restrictive-Use Agreement shall be recorded by the Developer at the time of recording a subdivision plat and shall apply to each of the 14 units proposed by the developer. Deed restriction language shall be included in a declaration of covenants, conditions, and restrictions (CC&Rs) against the Property.

**Staff Recommendation –** Staff recommends that the Millcreek City Council take public comments and consider not recommending a rezone, and a development Agreement with reasonable criteria, due to a Land Use amendment not recommended by staff, as the 700 E corridor will be analyzed in a more holistic matter, to determine an updated future land use for this lot and the rest of the 700 E corridor.

## MODEL MOTION

I move that the City Council recommend denial of application, file number ZM-25-001, as presented.

- **Application package**
- **Development Agreement Draft**

# 4261

## 4261 S 700 E, Murray, UT 84107

MAY 19TH, 2025

| Sheet Index | |
|---|---|
| Sheet Number | Sheet Name |
| A000 | COVER SHEET |
| 1 OF 1 | ALTA/NSPS LAND TITLE SURVEY |
| LP-COLOR | COLOR ILLUSTRATION |
| LP-100 | LANDSCAPE COVER |
| LP-101 | LANDSCAPE OVERALL PLAN |
| LP-501 | LANDSCAPE DETAILS |
| IR-100 | IRRIGATION OVERALL PLAN |
| IR-101 | IRRIGATION COVER |

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|---|---|
| Sheet Number | Sheet Name |
| IR-501 | IRRIGATION DETAILS |
| IR-502 | IRRIGATION DETAILS |
| IR-503 | IRRIGATION DETAILS |
| AS101 | ARCHITECTURAL SITE PLAN |
| A101 | FLOOR PLANS |
| A102 | FLOOR PLANS |
| A201 | ELEVATIONS |

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181


PROFESSIONAL STAMP:

LICENSED ARCHITECT
#12778930
RUSSELL PLATT
STATE OF UTAH

CODE OFFICIAL STAMP:

PROJECT NAME:

4261
4261 S 700 E, Murray, UT 84107

REVISIONS:

| NO. | DATE | DESCRIPTION |
|---|---|---|

ISSUED: MAY 19TH, 2025

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

OWNER PROJECT #:
RPA PROJECT #:
DRAWN BY:
CHECKED BY:
DESIGNED BY:


COPYRIGHT:
© 2018 RUSSELL PLATT ARCHITECTURE


SHEET TITLE:
COVER SHEET

SHEET NUMBER:
A000

Last Plotted: 5/19/2025 11:45:56 AM

# ALTA/NSPS LAND TITLE SURVEY

## LOCATION: A PART OF THE NORTHWEST LOT 4, BLOCK 5, TEN ACRE PLAT "A", BIG FIELD SURVEY
## MILLCREEK, SALT LAKE COUNTY, UTAH

VICINITY MAP
N.T.S

### *LEGAL DESCRIPTION (FROM TITLE REPORT)*

COMMENCING SOUTH 0°13' WEST 243.5 FEET FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 5, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE SOUTH 0°0'13" WEST 100 FEET; THENCE NORTH 89°59' EAST 147 FEET; THENCE NORTH 0°13' EAST 100 FEET; THENCE SOUTH 89°59' WEST 147 FEET TO THE POINT OF BEGINNING.

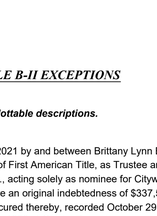
### *SURVEYORS NARRATIVE*

* The record bearing of the westerly boundary line along 700 east was found to be incorrect, reading S0°00'13"W, stemming from a deed of trust recorded as entry # 7517414 in 1999, vista village subdivision, vista village 2 subdivision and a warranty deed recorded as entry #7028157 on July 15, 1998 have 700 east with bearings reading S0°13'00"W. this error causes an overlap of 0.40' with the adjoining boundaries and a misclosure of 0.37'

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.




### *NOTES*

1. The purpose of this Survey is to provide an ALTA/NSPS Land Title Survey and Certification for the parcel(s) described and shown hereon.
2. A Title Commitment prepared by First American Title Insurance Company, Salt Lake City, Utah, File No. 301-6207125, Effective Date: February, 2022 was utilized in the preparation of this Survey. Focus Engineering & Surveying, LLC is entitled to rely on the accuracy of these documents, and is not liable for errors and omissions based on their reliance thereof. Unless noted otherwise, all record parcels and title exceptions noted on this Survey are referenced from said documents.
3. The Basis of Bearing for this Survey is S0°14'13" W along the Monument line between the Streets monuments located along 700 East at the intersections of 3900 South and 4500 South. All deeds and plats of record have been rotated to match the aforementioned basis of bearing, or to other Sectional/monument lines relative to said basis of bearing per measured lines as shown hereon.
4. Vertical data (contour lines and/or spot elevations, etc.) is based on the NAVD 88 elevation published by the Salt Lake County Surveyor on the centerline monument located at the intersection of 700 East & 3900 South with an elevation of 4283.77'
5. #5 rebar & cap (FOCUS ENG) to be set at all boundary corners unless noted otherwise.
6. This drawing, its design and invention thereof, either electronic or hard copy, is the property of Focus Engineering & Surveying, LLC, and is submitted to, and is for the exclusive use of the parties listed in the Surveyor's Certificate shown hereon. Only signed and sealed copies authorized by the Surveyor and sent from Focus Engineering & Surveying, LLC, or certified copies obtained from the office of the County Surveyor may be used as the official work of the Surveyor.
7. Except as specifically stated or shown on this drawing, this Survey does not purport to reflect any of the following which may be applicable to the properties shown hereon: easements, encumbrances, building setback lines, restrictive covenants, subdivision restriction, zoning, or other land use restrictions.
8. Except as specifically stated or shown on this drawing, no attempt has been made as a part of this Survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, contact the appropriate agency.
9. With regard to locations of utilities on or serving the surveyed property, information from sources will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
10. Survey responses to Table A (Optional Survey Responsibilities and Specifications):
    a. Item 1: Survey monuments found or set shown hereon.
    b. Item 2: 4261 South 700 East, Millcreek, UT 84107.
    c. Item 3: Surveyed property lies within Unshaded Zone X according to FEMA (Federal Emergency Management Agency) FIRM (Flood Insurance Rate Map) #49035C0311G, Effective Date: September 25, 2009.
    d. Item 4: Gross land area shown hereon.
    e. Item 5: Vertical relief shown hereon. (See Note #4)
    f. Item 7(a): Exterior dimensions of all buildings at ground level shown hereon.
    g. Item 8: Substantial features observed are shown hereon.
    h. Item 10: No party walls were observed.
    i. Item 11(a): Utility providers serving on or around the surveyed area, as determined by the Blue Stakes of Utah 811 (bluestakes.org) Utility Contact Lookup, were requested at the time of this Survey. Observed existing utilities, as well as those utilities disclosed on plans requested by the following utility providers shown hereon
       - Received: Enbridge, Engineering Info, Jordan Valley Water, Public Utilities GIS, R2 Permits, Telecom, Utopia, Comcast & Rocky Mountain Power.
       - Pending: Lumen, Google Fiber, Verizon, MT.
    j. Item 13: Names of adjoining owners shown hereon.
    k. Item 14: The property has direct access to 700 East Street, a dedicated public street or highway.
    l. Item 16: No evidence of recent earth moving work, building construction, or building additions were observed.
    m. Item 18: All plottable easements included documents provided to or obtained by the surveyor shown hereon.
11. The following documents were reviewed and/or utilized in the preparation of this Survey:
    a. Vista Village Subdivision, recorded as Entry #1583671 in Book S Page 38, March 24, 1958.
    b. Vista Village 2 Subdivision, recorded as Entry #1944777 in Book AA Page 45, September 09, 1963.
    c. Millcreek Terrace Subdivision, recorded as Entry #12594936 in Book 2017P Page 207, August 11, 2017.
    d. Blocks 05, 06 10- Acre Plat "A" Area Reference Plat

**BENCHMARK**
CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF 700 EAST & 3900 SOUTH
SLCO MONUMENT NO. 16323001
ELEV: 4283.77'
DATUM: NAVD 88

### LEGEND

- BOUNDARY LINE
- SECTION LINE
- EXIST. EASEMENT LINE
- EXIST. PROPERTY LINE
- (XXXX) EXIST. CONTOUR MAJOR
- (XXXX) EXIST. CONTOUR MINOR
- Ex SD EXIST. STORM DRAIN
- Ex SS EXIST. SANITARY SEWER
- Ex W EXIST. CULINARY WATER
- Ex SW EXIST. SECONDARY WATER
- Ex IRR EXIST. IRRIGATION
- Ex GAS EXIST. NATURAL GAS
- Ex COMM EXIST. COMMUNICATIONS
- OHP EXIST. OVERHEAD POWER
- UGP EXIST. UNDERGROUND POWER
- x x x EXIST. FENCE
- EXIST. IRRIGATION DITCH FLOWLINE
- EXIST. CONCRETE, CURB & GUTTER, SIDEWALK
- EXIST. EDGE OF ASPHALT
- EXIST. WALL
- CENTERLINE MONUMENT (FOUND)
- CENTERLINE MONUMENT (RECORD)
- BOUNDARY MARKER
- EXIST. SD INLET, MANHOLE & COMBO BOX
- EXIST. SEWER MANHOLE
- EXIST. WATER VALVE & WATER METER
- EXIST. FIRE HYDRANT
- EXIST. IRRIGATION BOX
- EXIST. GAS VALVE & GAS METER
- EXIST. STREET LIGHT
- EXIST. POWER POLE
- EXIST. ELECTRICAL BOX
- EXIST. COMMUNICATIONS BOX
- + XXXX.X EXIST. SPOT ELEVATION
- XXXX/XXXX DEED BOOK/PAGE PER xxxx COUNTY RECORDS
- XX-XXX-XXXX XXXX COUNTY PARCEL No.

### *SURVEYOR'S CERTIFICATE*

To Brittany Lynn Brackenbury, married woman; Brynn Kathryn Thomas and Miles Maynes; First American Title Insurance Company:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7(a), 8, 11(a), 13, 14, 16 & 18 of Table A thereof. The fieldwork was completed on May 05, 2025.

Justin Lundberg
Professional Land Surveyor
Certificate No. 12554439

Date

### *SCHEDULE B-II EXCEPTIONS*

Exceptions #1-9
***Survey Findings: Contain no plottable descriptions.***

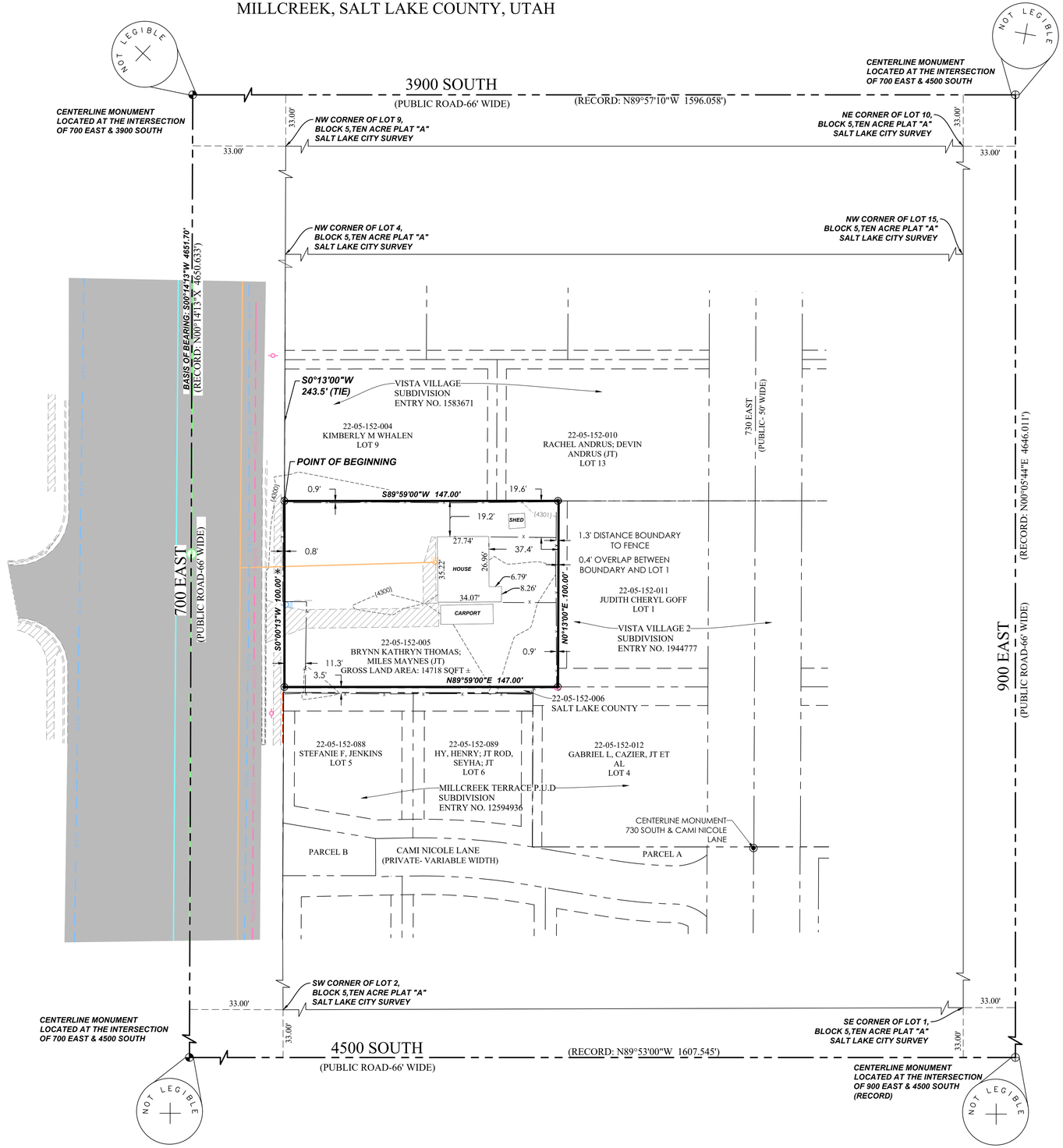
Exception #10
A Deed of Trust dated October 29, 2021 by and between Brittany Lynn Brackenbury, married woman, as Trustor in favor of First American Title, as Trustee and Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Citywide Home Loans, LLC, as Beneficiary, to secure an original indebtedness of $337,500.00 and any other amounts or obligations secured thereby, recorded October 29, 2021 as Entry No.13812260 in Book 11262 at Page 1830 of Official Records.
***

The name(s) Brittany Lynn Brackenbury, Brynn Kathryn Thomas and Miles Maynes, has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

NOTE: According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

A Deed recorded October 29, 2021 as Instrument No. 13812018 of Official Records.

Executed by: Doris M. Alvarez
To: Brittany Lynn Brackenbury
***Survey Findings: Surveyed property is affected by record document.***




FOCUS©
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

FOR REVIEW ONLY

ALTA/NSPS LAND TITLE SURVEY
LOCATION: A PART OF THE NORTHWEST LOT 4
BLOCK 5, TEN ACRE PLAT "A", BIG FIELD SURVEY
MILLCREEK, SALT LAKE COUNTY, UTAH
PREPARED FOR: RUSSELL PLAT ARCHITECTURE

| REVISION BLOCK | | |
|---|---|---|
| # | DATE | DESCRIPTION |
| 1 | ---- | ---- |
| 2 | ---- | ---- |
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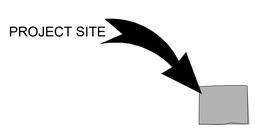
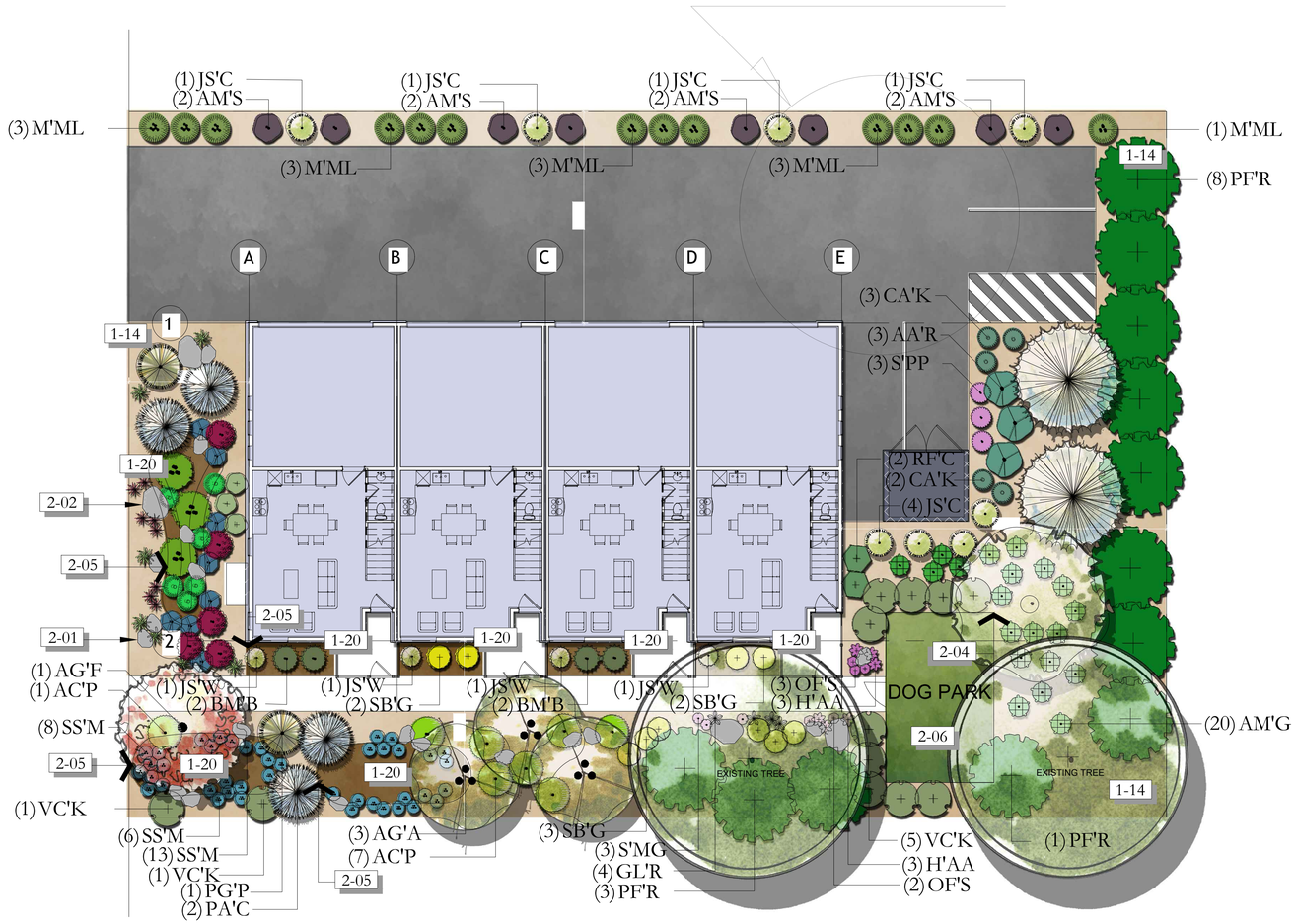
|---|---|
| Drawn: LA | Checked: JL |
| Scale: 1"=30' | Job #: 25-0143 |
| Date: 05/19/25 | |
| Sheet: 1 OF 1 | |

Z:_2025\25-0143 700 East AlTA\design 25-0143\dwg\survey\25-0143 AlTA.dwg

## VICINITY MAP

PROJECT SITE






| ISSUE DATE | PROJECT NUMBER |
|---|---|
| 4/30/2025 | UT25000 |

| NO. | REVISION | DATE |
|---|---|---|
| 1 | XXXX | XX-XX-XX |
| 2 | | |
| 3 | | |
| 4 | | |

**PLAN INFORMATION**

** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON XX/XX/XX

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

NORTH

0' 5' 10' 20' 40'

GRAPHIC SCALE: 1" = 10'

**PROJECT INFORMATION**

# PLATT ARCHITECTURE
4261 S 700 E
MIDVALE, UTAH

**DEVELOPER / PROPERTY OWNER / CLIENT**

RUSSELL PLATT
801-580-0181

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PKJ DESIGN GROUP

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS PROPERTY OF PKJ DESIGN GROUP. IT IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PKJ DESIGN GROUP.

**LANDSCAPE ARCHITECT / PLANNER**

PKJ DESIGN GROUP
Landscape Architecture & Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

**LICENSE STAMP**

LICENSED LANDSCAPE ARCHITECT
JEROME ANDREW TAKIMOTO
8139717-5301
4/30/2025
STATE OF UTAH

**DRAWING INFO**

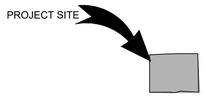
| | |
|---|---|
| PM: | JTA |
| DRAWN: | ACP |
| CHECKED: | JMA |
| PLOT DATE: | 4/30/2025 |

COLOR ILLUSTRATION

CITY PERMIT SET

LP-COLOR

## VICINITY MAP




## SHEET INDEX


| | |
|---|---|
| SHEET LP 101 | SHEET LP 102 |
| SHEET LP 103 | SHEET LP 104 |
| SHEET LP 105 | SHEET LP 106 |


## SITE MATERIALS LEGEND

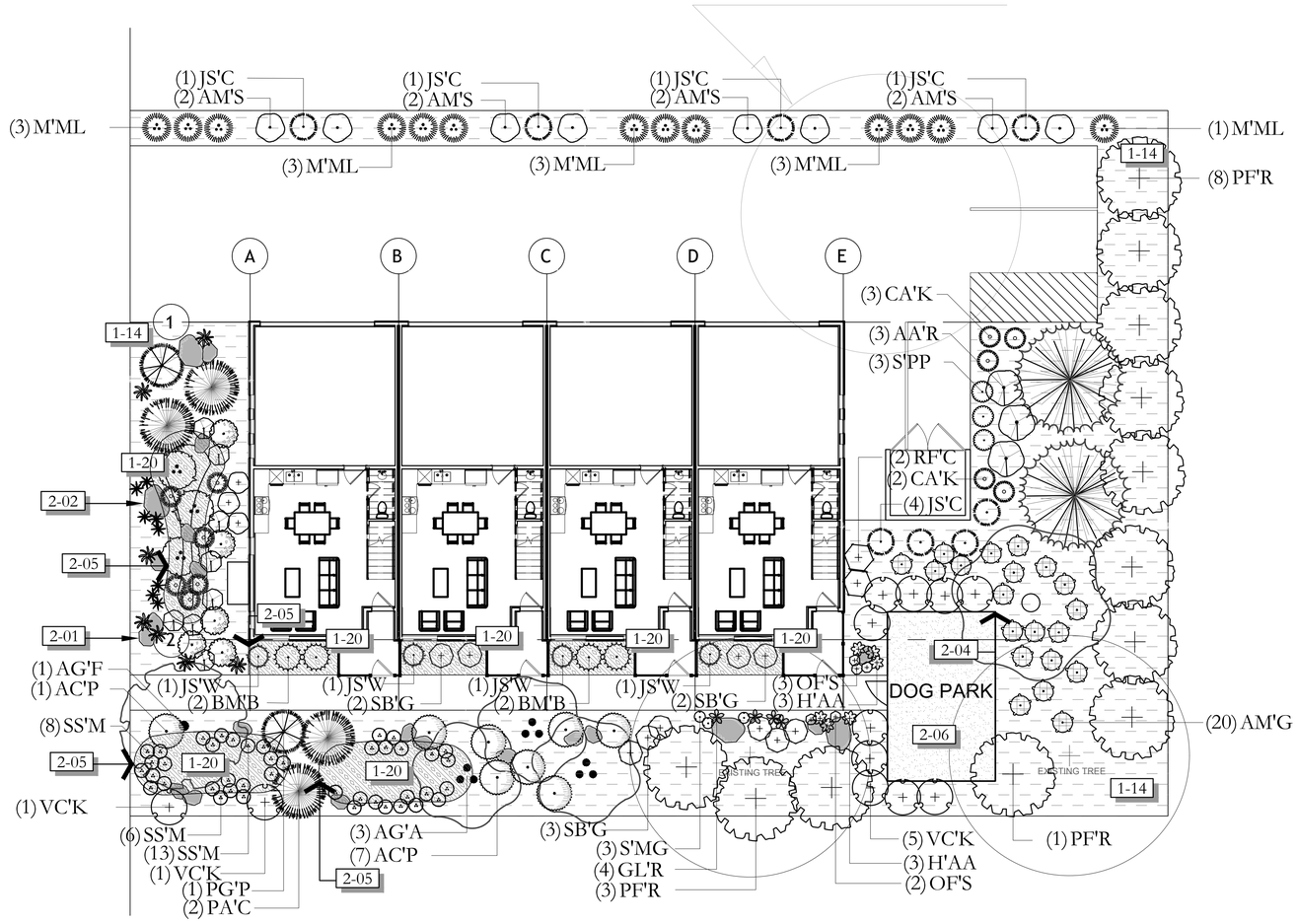
NOTE: SITE MATERIALS QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

### 1 LANDSCAPE

| | | |
|---|---|---|
| 1-14 | 1" MINUS TAN CRUSHED ROCK<br>SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL.<br>PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101. | 5,111 sf |
| 1-20 | 2-4" BROWN CRUSHED ROCK.<br>SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL.<br>PROVIDE 4" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101. | 756 sf |

### 2 HARDSCAPE

| | | |
|---|---|---|
| 2-01 | BOULDERS- DECORATIVE<br>3 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501.. | 18 |
| 2-02 | BOULDERS- DECORATIVE<br>5 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501. | 4 |
| 2-04 | 6" CONCRETE MOW CURB<br>SEE DETAIL SHEET FOR ADDITIONAL INFORMATION. SHEET LP-501. | 152 lf |




## PLANT LEGEND

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

| SYMBOL | CODE | QTY | CONT | CAL | SIZE | BOTANICAL / COMMON NAME |
|---|---|---|---|---|---|---|
| **CONIFERS** | | | | | | |
| | JS'C | 8 | B & B | | 6` | Juniperus scopulorum 'Cologreen'<br>Cologreen Juniper |
| | JS'W | 4 | B & B | | 6` | Juniperus scopulorum 'Woodward'<br>Woodward Columnar Juniper |
| | PA'C | 4 | B & B | | 7`-9` | Picea abies `Cupressina`<br>Columnar Norway Spruce |
| | PG'P | 2 | B & B | | 6` | Picea glauca 'Pendula'<br>Weeping White Spruce |
| | PP'H | 2 | B & B | | 7`-9` | Picea pungens glauca `Hoopsii`<br>Hoopsi Blue Spruce |
| **DECIDUOUS TREES** | | | | | | |
| | AG'F | 1 | B & B | 2"Cal | | Acer griseum `Fireburst'<br>Fireburst Paperbark Maple |
| | AG'A | 3 | B & B | Multi-trunked | | Amelanchier x grandiflora `Autumn Brilliance`<br>Autumn Brilliance Serviceberry |
| | M'SS | 1 | B & B | 2"Cal | | Malus x `Spring Snow`<br>Spring Snow Crab Apple |
| **SYMBOL** | **CODE** | **QTY** | **CONT** | | | **BOTANICAL / COMMON NAME** |
| **DECIDUOUS SHRUBS** | | | | | | |
| | AA'R | 3 | 5 gal | | | Amelanchier alnifolia 'Regent'<br>Regent Serviceberry |
| | AM'G | 20 | 5 gal | | | Aronia melanocarpa 'Ground Hug'<br>Ground Hug Spreading Chokeberry |
| | AM'S | 8 | 5 gal | | | Aronia melanocarpa 'SMNAMPEM'<br>Low Scape Snowfire™ Black Chokeberry |
| | C'BS | 8 | 5 gal | | | Caryopteris x clandonensis 'Blauer Splatz'<br>Sapphire Surf™ Bluebeard |
| | PB'P | 3 | 5 gal | | | Prunus besseyi `P011S` 'Pawnee Buttes'<br>Pawnee Buttes Sand Cherry |
| | RF'R | 3 | 5 gal | | | Rhamnus frangula `Ron Williams` Fine Line<br>Fine Line Buckthorn |
| | RF'C | 2 | 5 gal | | | Rhamnus frangula 'Columnaris'<br>Tall Hedge Buckthorn |
| | SB'G | 10 | 5 gal | | | Spiraea betulifolia `Tor Gold` TM<br>Glow Girl Birchleaf Spirea |
| | S'PP | 3 | 3 gal | | | Symphoricarpos x doorenbosii 'Kolmpica'<br>Pinky Promise™ Snowberry |
| | VC'K | 12 | 5 gal | | | Viburnum carlesii<br>Korean Spice Viburnum |
| **EVERGREEN SHRUBS** | | | | | | |
| | AC'P | 8 | 5 gal | | | Arctostaphylos x coloradoensis `Panchito`<br>Panchito Manzanita |
| | BM'B | 4 | 5 gal | | | Buxus microphylla `Bulthouse` TM<br>Sprinter Boxwood |
| | HP'P | 8 | 5 gal | | | Hesperaloe parviflora `Perpa` TM<br>Brakelights Red Yucca |
| | PF'R | 12 | 5 gal | | | Photinia x fraseri<br>Red Tip Photinia |
| **GRASSES** | | | | | | |
| | CA'K | 5 | 1 gal | | | Calamagrostis x acutiflora `Karl Foerster`<br>Feather Reed Grass |
| | FM'A | 6 | 1 gal | | | Festuca mairei<br>Atlas Fescue |
| | M'ML | 13 | 2 gal | | | Miscanthus sinensis `Morning Light`<br>Morning Light Maiden Grass |
| | SS'M | 42 | 1 gal | | | Schizachyrium scoparium `MinnblueA`<br>Blue Heaven Little Bluestem |
| **PERENNIALS** | | | | | | |
| | G'WB | 7 | 1 gal | | | Gaura lindheimeri `Whirling Butterflies`<br>Whirling Butterflies Wandflower |
| | GL'R | 4 | 1 gal | | | Gaura lindheimeri 'Rosy Jane'<br>Rosy Jane Gaura |
| | H'AA | 6 | 1 gal | | | Hemerocallis x `Always Afternoon`<br>Lavendar Daylily |
| | OF'S | 5 | 1 gal | | | Oenothera fremontii 'Shimmer'<br>Shimmer Evening Primrose |
| | S'MG | 3 | 1 gal | | | Sedum x `Mr. Goodbud`<br>Mr. Goodbud Stonecrop |
| **ROSES** | | | | | | |
| | R'DK | 5 | 5 gal | | | Rosa x `Radtko`<br>Double Knock Out Rose |

| ISSUE DATE | PROJECT NUMBER |
|---|---|
| 4/30/2025 | UT25000 |

| NO. | REVISION | DATE |
|---|---|---|
| 1 | XXXX | XX-XX-XX |
| 2 | | |
| 3 | | |
| 4 | | |

**PLAN INFORMATION**

** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 4/29/2025

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

NORTH

0' 5' 10' 20' 40'

GRAPHIC SCALE: 1" = 10'

**PROJECT INFORMATION**

# PLATT ARCHITECTURE
4261 S 700 E
MIDVALE, UTAH

**DEVELOPER / PROPERTY OWNER / CLIENT**

RUSSELL PLATT
801-580-0181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**LANDSCAPE ARCHITECT / PLANNER**


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www.pkjdesigngroup.com


**LICENSE STAMP**

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128121-5301
4/30/2025
ELECTRONIC SEAL
STATE OF UTAH

**DRAWING INFO**

| | |
|---|---|
| PM: | JTA |
| DRAWN: | ACP |
| CHECKED: | JMA |
| PLOT DATE: | 4/30/2025 |

**LANDSCAPE OVERALL PLAN**

CITY PERMIT SET

LP-100

# LANDSCAPE PLAN SPECIFICATIONS

PART 1 - 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:

1. SITE CONDITIONS
2. GUARANTEES
3. MAINTENANCE
4. SOIL AMENDMENTS
5. FINE GRADING
6. LANDSCAPE EDGING
7. FURNISH AND INSTALLING PLANT
8. TURF PLANTING
9. 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 ARE AT 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 OR 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 APPROVED 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 PROPORTIONED 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

2.1 LANDSCAPE MATERIALS

A. TREE STAKING: ALL TREES SHALL BE STAKED FOR ONE YEAR WARRANTY PERIOD. ALL TREES NOT PLUMB SHALL BE REPLACED. STAKED TREES SHALL USE VINYL TREE TIES AND TREE STAKES TWO (2) INCH 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 80% NATIVE SOIL AND 20% 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:

a. PH: 5.5-7.5

b. EC (ELECTRICAL CONDUCTIVITY): < 2.0 MMHOS PER CENTIMETER

c. SAR (SODIUM ABSORPTION RATIO): < 3.0

d. % OM (PERCENT ORGANIC MATTER): >1%

e. 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:

a. WASHED MORTAR SAND FREE OF ORGANIC MATERIAL.

b. PORTLAND CEMENT (SEE CONCRETE SPEC. BELOW FOR TYPE)

c. REINFORCED FIBER - SPECIFICALLY PRODUCED FOR COMPATIBILITY WITH AGGRESSIVE ALKALINE ENVIRONMENT OF PORTLAND CEMENT-BASED COMPOSITES.

d. ONLY POTABLE WATER FOR MIXING.

I. LANDSCAPE METAL EDGING: 5.5" ALUMINUM EDGING WITH 15" 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 STOCK IF THE BALL IS CRACKED OR BROKEN BEFORE OR DURING PLANTING OPERATION.

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 COURSER 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 ½ 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 TOO 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

# GENERAL LANDSCAPE NOTES

**GRADING AND DRAINAGE REQUIREMENTS**

- AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"
- AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES
- A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS
- LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE
- DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL; WHICHEVER DISTANCE IS GREATER

**GENERAL LANDSCAPE NOTES**

- LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTORS EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
- 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.
- ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO ANSI STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.
- 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.
- 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 1% ORGANIC MATTER) 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.
- EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-0' TREE RING OF THE SAME EDGING.

LAWN/GRASS AREA

- SOD
  - O ALL LAWN AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED HYDROSEEDING. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD 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.
- SEED
  - O **SOIL:** TEST SOIL FOR ADEQUATE FERTILITY. ANY WEEDS CURRENTLY ON THE SITE SHALL BE REMOVED BY EITHER MECHANICAL MEANS SUCH AS HAND PULLING OR SPRAYING WITH AN HERBICIDE SUCH AS GLYPHOSATE MIXED WITH A SURFACTANT. HERBICIDES SHOULD BE APPLIED BY A CERTIFIED PESTICIDE APPLICATOR . COMPACTED SOIL SHALL BE SCARIFIED TO A DEPTH OF 18 INCHES BEFORE ADDING 6" OF WEED FREE TOPSOIL WITH HIGH ORGANIC MATTER. FINE LEVEL ALL AREAS PRIOR TO HYDROSEEDING AND SET THE GRADE FOR POSITIVE DRAINAGE. TOPSOIL SHOULD BE SOFT AT TIME OF APPLICATION. FERTILIZER IS TO BE ADDED WHEN HYDROSEEDING. REFER TO SOIL TEST RESULTS AND HYDROSEEDING CONTRACTOR FOR APPLICATION RATES.
  - O **SEED**: USE SEED MIXES AS SPECIFIED BY LANDSCAPE ARCHITECT OF PURE LIVE SEED (PLS) ON A BASIS/ACRE. THE OPTIMUM TIME TO PANT IS IN NOVEMBER BEFORE THE FIRST SNOW. DO NOT SOW OVER HEAVY SNOWPACK. SEED WILL LAY DORMANT AND BE READY TO GERMINATE ONCE THE GROUND THAWS AND WARMS IN LATE WINTER. IF SEEDING IN LATE FALL IS NOT POSSIBLE, SEED BEFORE APRIL 1. CONTACT SUMMIT SEED. DARRELL@SUMMITSEEDING.COM 435-709-8003.
  - O **APPLICATION**: HYDROSEEDING SHALL CONSIST OF SEED, TACKIFIER, WOOD FIBER MULCH AND FERTILIZER IN A WATER BASED SLURRY. TANK MOUNTED TRUCK SHALL HAVE CONTINUOUS AGITATION. THE PUMP ON THE TRUCK WILL FORCE THE SLURRY THROUGH A TOP-MOUNTED DISCHARGE NOZZLE (TOWER). USE 2000 POUNDS WOOD FIBER MULCH AND 50-100 POUNDS OF TACKIFIER PER ACRE.
  - O **IRRIGATION**: ALL AREAS MUST BE KEPT MOIST WITHOUT PUDDLES OR RUNOFF USING FREQUENT DAYTIME WATER CYCLES. ADJUST AND MONITOR SPRINKLERS AND CLOCK TO ACHIEVE PROPER IRRIGATION.
- IF PERMANENT IRRIGATION IS NOT PLANNED, TEMPORARY IRRIGATION IS REQUIRED AT THE FOLLOWING SCHEDULE: FOR 8 WEEKS SOIL SHALL REMAIN DAMP DURING ESTABLISHMENT PERIOD WITHOUT PUDDLING ON SOIL SURFACE. APPLY WATER APPROXIMATELY THREE TIMES A DAY FOR 5-7 MINUTES FOR EACH IRRIGATION EVENT DEPENDING ON TEMPERATURE AND TIME OF YEAR. A SPARSE DENSITY IS EXPECTED. CONTINUE TEMPORARY IRRIGATION FOR ONE YEAR EVENTUALLY REDUCING WATER APPLICATION TO ONCE A WEEK, THEN ONCE EVERY TWO WEEKS TO FINALLY ONCE A MONTH. MONITOR PROGRESS OF ESTABLISHMENT AND ADJUST SPRINKLERS ACCORDINGLY. THE GOAL IS TO CREATE A HEALTHY STAND OF GRASSES WITH LITTLE TO NO IRRIGATION.
  - O **WEED CONTROL AND MAINTENANCE:** MANDATORY WEED CONTROL IS REQUIRED TO REDUCE COMPETITION AND WEED SEED PRODUCTION. WEEDS MUST BE KEPT UNDER CONTROL BY MECHANICALLY PULLING OR CHEMICALLY SPRAYING AS DIRECTED BY THE APPLICATOR. APPLY A BROADLEAF HERBICIDE (RANNUALLY AND ESTABLISH A CONSISTENT REGIMEN OF MOWING AND FERTILIZING TO PREVENT WEEDS FROM PRODUCING SEED. MOW ONCE IN THE SPRING AND ONCE IN THE FALL BEFORE FERTILIZATION. FERTILIZER OPTION IS SUSTAIN 4-6-4 DEPENDING ON SOIL FERTILITY. DO NOT MOW SHORTER THAN 4 INCHES. BAG ALL CUTTINGS TO REMOVE WEED SEED FROM PROPERTY. KEEP WEEDS CUT DOWN AND DO NOT LET THEM GO TO SEED. WEED SEED PRODUCTION IS THE GAUGE FOR WHEN TO MOW, WHICH GENERALLY OCCURS IN APRIL OR MAY AS WELL AS EARLY FALL DEPENDING ON TEMPERATURE AND MOISTURE. THIS PROCEDURE WILL BE REQUIRED UNTIL A HEALTHY STAND OF GRASSES IS EVIDENT AND COMPETING WELL WITH WEEDS. EXPECT FROM 1 TO 3 YEARS.
  - O **PROGANICS BIOTIC SOIL MEDIA**: WHERE CONDITIONS MAY PROHIBIT ADDING TOPSOIL, PROGANICS BIOTIC SOIL MEDIA SHOULD BE APPLIED BY HYDROSEEDER AT 3500 LBS/ACRE WITH SEED AND FERTILIZER PRIOR TO THE APPLICATION OF WOOD MULCH(2000LBS/ACRE) COMBINED WITH TACKIFIER (50-100 LBS/ACRE.)
  - O **ADDING FORBS**: SHRUBS AND PERENNIALS, BY SEED OR CONTAINER, CAN BE ADDED ONCE WEEDS ARE UNDER CONTROL AND HERBICIDE IS NO LONGER NEEDED. USUALLY 1-2 YEARS AFTER HYDROSEEDING.

MULCH

- ORGANIC
  - O PLANTING AREAS TO BE FREE OF WEEDS AND 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 ORGANIC MULCH TOP DRESSING. KEEP MULCH AWAY FROM TOP OF ROOT BALL OF ALL PLANT MATERIAL.
  - O IF REQUIRED BY CITY, INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL MULCH AREAS. KEEP WEED BARRIER 1 FOOT AWAY FROM EDGE OF ROOT BALL OF ALL PLANT MATERIAL. IF WEED BARRIER IS NOT REQUIRED OR INSTALLED, AT OWNER'S APPROVAL, USE TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS BY CERTIFIED PESTICIDE APPLICATOR AFTER PLANTING AND AFTER APPLYING MULCH.
  - O IF USING TREFLAN 10 WITHOUT WEED BARRIER, THIS AREA WILL ALSO NEED AN YEARLY MANAGEMENT PROGRAM. SUBMIT PROGRAM TO OWNER.
  - O ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL (ORGANIC MULCH). NO MULCH SHALL BE PLACED WITHIN 12" OF TREE TRUNK AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS. DO NOT COVER LOW BRANCHES OF SHRUBS WITH ROCK.
- INORGANIC
  - O ROCK MULCH PLANTING AREAS TO BE FREE OF WEEDS AND RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. WHERE PLANTING IS SPARSE (GREATER THAN 4' DISTANCE BETWEEN PLANTS OR 20' BETWEEN GROUPINGS), ADDITIONAL TOPSOIL IS NOT NECESSARY EXCEPT FOR BACKFILLING PLANTING HOLE. PREPARE A HOLE TWICE THE WIDTH OF THE CONTAINER, WATER IN PLANT, BACKFILL WITH A 4:1 RATIO OF SOIL TO COMPOST. TAMP LIGHTLY AND WATER AGAIN. KEEP ROCK 12" AWAY FROM TRUNK OF TREES. AND 6" AWAY FROM BASE OF SHRUBS AND PERENNIALS. DO NOT COVER LOW BRANCHES OF SHRUBS WITH ROCK.
  - O IF REQUIRED BY CITY, INSTALL DEWITT 5OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1 FOOT AWAY FROM EDGE OF ROOT BALL OF ALL PLANT MATERIAL. IF WEED BARRIER IS NOT REQUIRED OR INSTALLED, AT OWNER'S APPROVAL, USE TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS BY CERTIFIED PESTICIDE APPLICATOR AFTER PLANTING AND AFTER APPLYING MULCH.
  - O IF USING TREFLAN 10 WITHOUT WEED BARRIER, THIS AREA WILL ALSO NEED AN YEARLY MANAGEMENT PROGRAM. SUBMIT PROGRAM TO OWNER. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE.

**GENERAL IRRIGATION NOTES**

- 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 CENTER OF ROOT BALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.

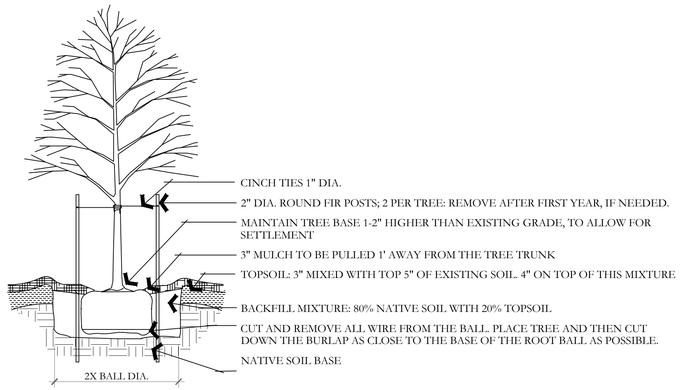
**INSTALLER RESPONSIBILITIES AND LIABILITIES**

- THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.

# PLANT LEGEND

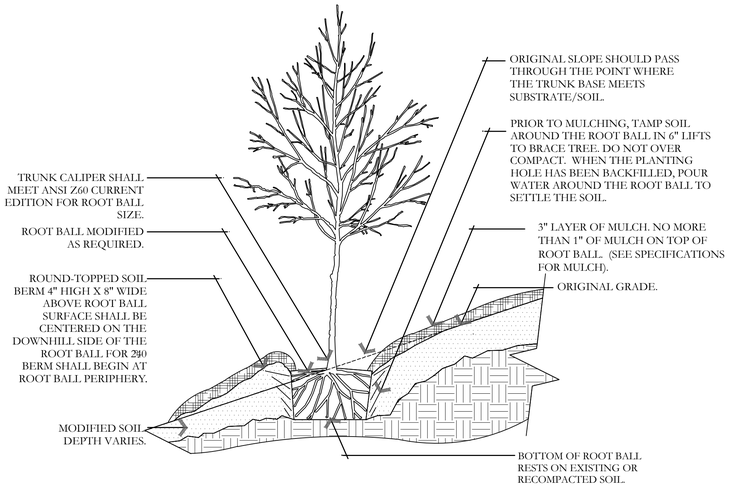
(NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.) IF YOU NEED HELP WITH A WATER AUDIT CONSULTATION, OR A PLANT MAINTENANCE SCHEDULE, CONTACT PKJ@PKJDESIGNGROUP.COM

| SYMBOL | CODE | QTY | CONT | CAL | SIZE | BOTANICAL / COMMON NAME |
|---|---|---|---|---|---|---|
| **CONIFERS** | | | | | | |
| | JS'C | 8 | B & B | | 6` | Juniperus scopulorum 'Cologreen' Cologreen Juniper |
| | JS'W | 4 | B & B | | 6` | Juniperus scopulorum 'Woodward' Woodward Columnar Juniper |
| | PA'C | 4 | B & B | | 7`-9` | Picea abies `Cupressina` Columnar Norway Spruce |
| | PG'P | 2 | B & B | | 6` | Picea glauca 'Pendula' Weeping White Spruce |
| | PP'H | 2 | B & B | | 7`-9` | Picea pungens glauca `Hoopsii` Hoopsi Blue Spruce |
| **DECIDUOUS TREES** | | | | | | |
| | AG'F | 1 | B & B | 2"Cal | | Acer griseum `Fireburst` Fireburst Paperbark Maple |
| | AG'A | 3 | B & B | Multi-trunked | | Amelanchier x grandiflora `Autumn Brilliance` Autumn Brilliance Serviceber



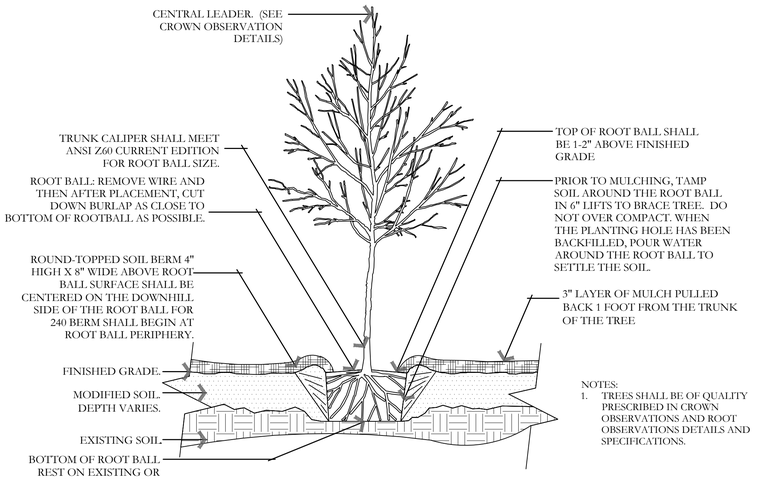

## A DECIDUOUS TREE PLANTING

NOT TO SCALE



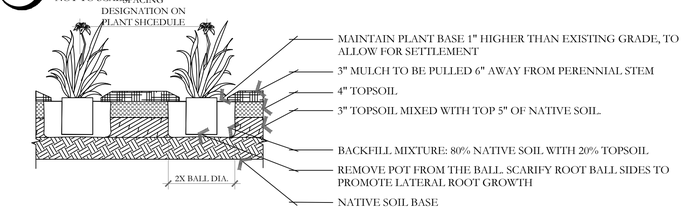

## B TREE ON SLOPE 5% (20:1) TO 50% (2:1)

NOT TO SCALE



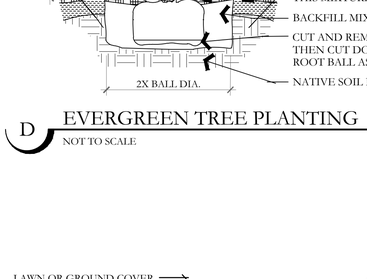

## C TREE W/ BERM (EXISTING SOIL MODIFIED)

NOT TO SCALE




## F PERENNIAL PLANTING

NOT TO SCALE



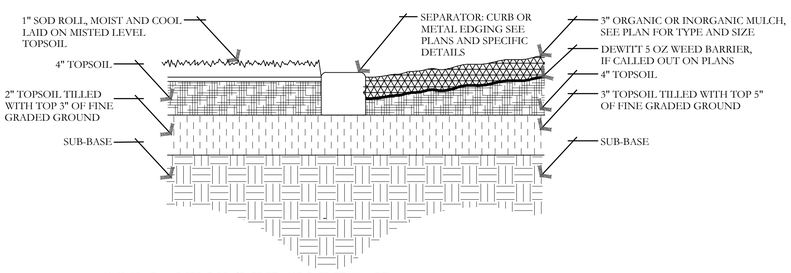

## D EVERGREEN TREE PLANTING

NOT TO SCALE

NOTES:
1. SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

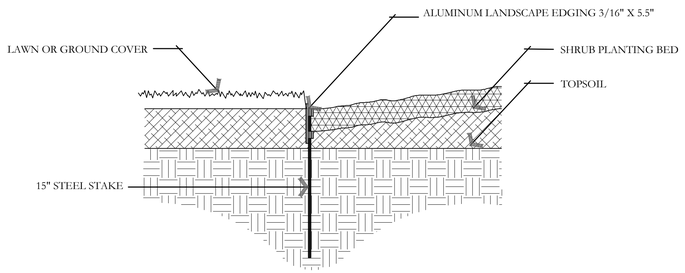
## E SHRUB - MODIFIED SOIL

NOT TO SCALE



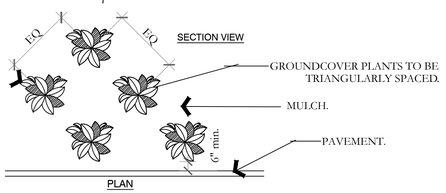

## I SOD LAYING/MULCH DETAIL

NOT TO SCALE




## G METAL EDGING DETAIL

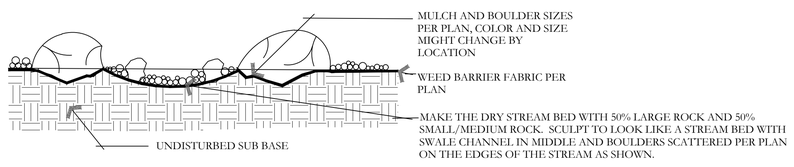
NOT TO SCALE




NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION. THAT GROW
2- SMALL ROOTS AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

## 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 |
|---|---|---|---|---|---|---|---|
| 4/30/2025 | UT25000 | ** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 4/29/2025 | PLATT ARCHITECTURE<br>4261 S 700 E<br>MIDVALE, UTAH | RUSSELL PLATT<br>801-580-0181 | PKJ DESIGN GROUP<br>Landscape Architecture & Planning & Visualization<br>3450 N. TRIUMPH BLVD. SUITE 102<br>LEHI, UTAH 84043 (801) 995-2217<br>www.pkjdesigngroup.com | JEREMY ANDREW ASHWORTH 812121-5301 LICENSED LANDSCAPE ARCHITECT 4/30/2025 ELECTRONIC SEAL STATE OF UTAH | PM: JTA<br>DRAWN: ACP<br>CHECKED: JMA<br>PLOT DATE: 4/30/2025 |

| NO. | REVISION | DATE |
|---|---|---|
| 1 | XXXX | XX-XX-XX |
| 2 | | |
| 3 | | |
| 4 | | |

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

NORTH

0' x x x x

GRAPHIC SCALE: 1" = x

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LANDSCAPE DETAILS

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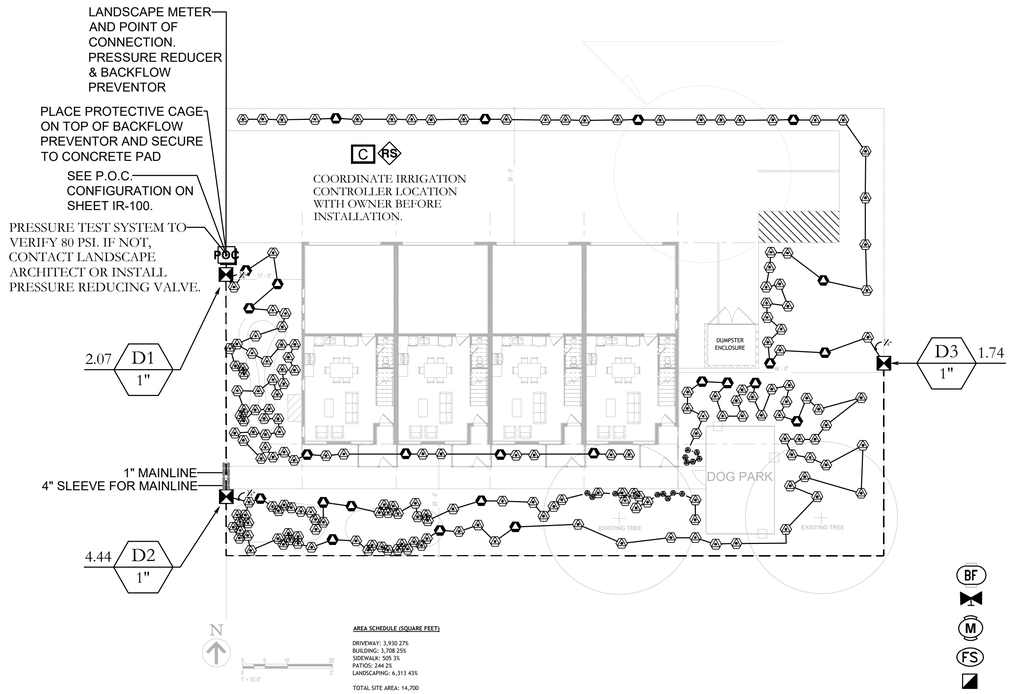
LP-501




## P.O.C. CONFIGURATION

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

- SOURCE DATA
- BACKFLOW PREVENTOR
- SHUTOFF VALVE
- MASTER VALVE
- 1" FLOW SENSOR
- QUICK COUPLER

## IRRIGATION LEGEND

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| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | 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 | 3 |
| | Rain Bird XFS-09-18 Drip Ring(SHRUB) | 200 |
| | Rain Bird XFS-09-18 Drip Ring(TREE) | 25 |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | 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 |
| M | Rain Bird EFB-CP-PRS-D 1-1/2" 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 |
| BF | Zurn 475 2-1/2" Reduced Pressure Backflow Preventer. | 1 |
| C | 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 Recommendations. | 1 |
| RS | Rain Bird WR2-RC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter. | 1 |
| FS | 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 |
| POC | Water Meter 2" | 1 |
| | Irrigation Lateral Line: PVC Schedule 40 3/4" | 986.1 lf |
| | Irrigation Mainline: PVC Class 200 SDR 21 | 257.3 lf |
| | Pipe Sleeve: PVC Class 200 SDR 21 | 5.7 lf |

Valve Callout
- # — Valve Number
- # — Valve Flow
- # — Valve Size

| ISSUE DATE | PROJECT NUMBER |
|---|---|
| 4/30/2025 | UT25000 |

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

**PLAN INFORMATION**

** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 04/29/2025

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

0' 8' 16' 32' 64'
GRAPHIC SCALE: 1" = 16'

**PROJECT INFORMATION**

# PLATT ARCHITECTURE
4261 S 700 E
MIDVALE, UTAH

**DEVELOPER / PROPERTY OWNER / CLIENT**

RUSSELL PLATT
801-580-0181

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**LANDSCAPE ARCHITECT / PLANNER**

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

**LICENSE STAMP**

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128121-5301
4/30/2025
ELECTRONIC SEAL
STATE OF UTAH

**DRAWING INFO**

| | |
|---|---|
| PM: | JTA |
| DRAWN: | ACP |
| CHECKED: | JMA |
| PLOT DATE: | 4/30/2025 |

IRRIGATION OVERALL PLAN

CITY PERMIT SET

IR-100

# IRRIGATION PLAN SPECIFICATIONS

IRRIGATION SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

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 pope and wire in sleeving under hardscapes. 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 overspray onto hardscape, 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 or minor 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: Secondary water piping and components, furnished and installed by others to provide irrigation water to this Project, including but not limited to filter, 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 filter, 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 preceded in the field until the required submittals have need 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
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. Controller 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 these 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. Notify OAR in writing of problems encountered 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 Contract.

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 at 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 OWNER'S 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 spring 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.

2.3 CONNECTION ASSEMBLY

A. Secondary water shall be used on this Project. Install filter and RPZ as needed.

2.4 CONTROL SYSTEM

A. Power supply to the irrigation controller shall be provided for by this Contract.

B. Controller shall be as specified in the drawings. Controller shall be surge protected.

a. Installation of wall-mount/ground pedestal timer controllers: Irrigation contractor shall be responsible for this task. Power configuration for wall-mount/ground pedestal timer 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 Project 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 24" 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/extra wire (3 ft.) shall be looped within each valve box of the grouping it is to service.

D. RCV wire splicing connectors shall be 3M brand DBY or DBR. 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 S/40 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 Waterous 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 S/80 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 remote control valves in close proximity, and protect each grouping with a manifold isolation valve as shown in details. Manifold 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 Lasco G17S212 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 ½" 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 ¼", 1", 1 ¼", 1 ½" 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 VALVE BOXES

A. Rainbird 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 to finish grade of topsoil or barked 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. All main line pipe, lateral line pipe and other irrigation elements shall be bedded and backfilled with clean soil, free of rocks 1" and larger. Contractor shall furnish and install additional backfill material as necessary due to rocky conditions. Trenches and other elements shall be compacted and/or water settled to eliminate settling. Debris from trenching operations un-usable for fill shall be removed from project and disposed of properly by Contractor.

2.17 OTHER PRODUCTS

A. Substitution of equivalent products is subject to the 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 TRENCHING 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 hardscape 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 hardscape features.

D. Plastic pipe shall be cut squarely. Burrs 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 hardscape 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.

G. Electrical contractor is in charge of providing 1.5" conduit from controller to outside landscape area. Provide power and room for controller. Provide ethernet to hardwire power into the controller.

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 valve box. Place a minimum of 4" of ¼" 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 hardscape.

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 side 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 hardscape 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 as well as a final cleanliness inspection.

E. Contractor shall leave Project in at least a 'broom clean' condition.

END OF SECTION

# WATERING SCHEDULE

**90 Day Establishment Period Irrigation Schedule**

| Hi/Low Water Use Zones | TYPE | IR HEAD | AMT. H20 | SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hi Water Use | TURF | MP ROTATOR | .5 INCH | | 45 MIN. | | 45 MIN. | | 45 MIN. | | Participate in a water check to determine |
| Medium to Low Water Use | SHRUBS | DRIP | 2 GAL/HR. | | 2 HOURS | | | | 2 HOURS | | precipitation rate of sprinkler system. |
| Xeric Water Use | SHRUBS | DRIP | 2 GAL/HR. | | 2 HOURS | | | | | | |

Note: Begin irrigation 4:00 am. Use cycle and soak method in clay soils-divide into 3 waterings for each turf irrigation event. Shrubs to be watered so 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 2-4 times/month)**

| Hi/Low Water Use Zones | TYPE | IR HEAD | AMT. H20 | SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hi Water Use | TURF | MP ROTATOR | .5 INCH | | 60 MIN. | | | | | | Participate in a water check to determine |
| Medium to Low Water Use | SHRUBS | DRIP | 2 GAL/HR. | | | 2 HOURS | | | | | precipitation rate of sprinkler system. |
| Xeric Water Use | SHRUBS | DRIP | No Water | | | | | | | | |

Note: Begin irrigation 4:00 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. H20 | SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hi Water Use | TURF | MP ROTATOR | .5 INCH | | 60 MIN. | | 60 MIN. | | 60 MIN. | | Participate in a water check to determine |
| Medium to Low Water Use | SHRUBS | DRIP | 2 GAL/HR. | | | 2 HOURS | | | | | precipitation rate of sprinkler system. |
| Xeric Water Use | SHRUBS | DRIP | 2 GAL/HR. | | | 1 HOUR | | | | | |

Note: Begin irrigation 4:00 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 time/month)**

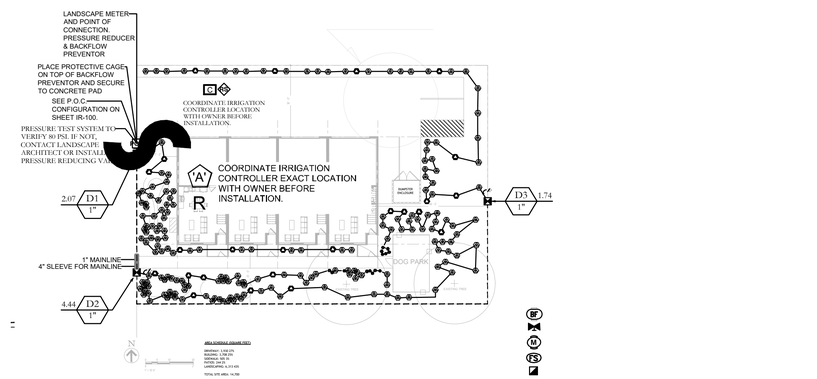
| Hi/Low Water Use Zones | TYPE | IR HEAD | AMT. H20 | SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hi Water Use | TURF | MP ROTATOR | .5 INCH | | 60 MIN. | | | | | | Participate in a water check to determine |
| Medium to Low Water Use | SHRUBS | DRIP | 2 GAL/HR. | | | 2 HOURS | | | | | precipitation rate of sprinkler system. |
| Xeric Water Use | SHRUBS | DRIP | No Water | | | | | | | | |

Note: Begin irrigation 4:00 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

# IRRIGATION NOTES

1. 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.
2. CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS IN ACCORDANCE WITH CITY AND/OR COUNTY CODES AND COMPLY WITH SPECIFICATIONS AND DRAWINGS.
3. INVESTIGATE TO MAKE SURE THAT THE IRRIGATION SYSTEM IS, IN FACT, BEING CONNECTED TO A SECONDARY SYSTEM. IF IT IS NOT CONNECTED TO SECONDARY, CONTACT THE OWNER AND LANDSCAPE ARCHITECT TO COORDINATE A CULINARY SYSTEM AND REQUIRED COMPONENTS. A FUNCTIONING AMIAD FILTER IS TO BE USED AT THE POINT OF CONNECTION.
4. VERIFY THAT THE POINT OF CONNECTION IS IN THE CORRECT LOCATION BEFORE INSTALLATION. ALL CONNECTIONS ON THIS PROJECT ARE TO SECONDARY WATER AND SHOULD BE NOTED AS SUCH; THEREFORE, ALL PARTS MUST MEET WATER STANDARDS THAT PERTAIN TO SECONDARY WATER.USE PURPLE VALVE BOXES FOR SECONDARY WATER SYSTEMS.
5. 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.
6. 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. 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.
7. 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.
8. NO IRRIGATION MAIN LINE MAY BE LOCATED WITHIN 5 FEET OF ANY STRUCTURE.
9. 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. SYSTEM IS TO BE WINTERIZED IN THE LATE FALL.
10. PLAN INDICATES 100% OR BETTER HEAD TO HEAD COVERAGE. SHOULD CONTRACTOR FIND DISCREPANCIES DUE TO NECESSARY FIELD ADJUSTMENTS, CONTACT LANDSCAPE ARCHITECT FOR IRRIGATION CORRECTION.
11. 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.
12. A QUICK COUPLER SHALL BE INSTALLED AT POINT OF CONNECTION TO ALLOW BLOW OUT OF SYSTEM BY AIR COMPRESSOR AT END OF EACH SEASON.
13. 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 PLACED.
14. 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 MANUFACTURERS SPECIFICATIONS.
15. CONTRACTOR TO INSTALL LIGHTNING ARRESTOR AND GROUNDING RODS ON SITE PER MANUFACTURER'S RECOMMENDATIONS, SEE DETAILS.
16. CONTRACTOR TO SEPARATE SYSTEM (CONTROLLER, VALVES, AND DIFFERENT COLORED WIRE) FROM CITY MAINTAINED PROPERTY AND HOA/OWNER MAINTAINED PROPERTY.
17. 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.
18. TO PREVENT EROSION AND LOW POINT DRAINAGE CONTRACTOR SHALL INSTALL CHECK VALVES
19. LOCATE SPRAY HEADS NO CLOSER THAN 6" FROM WALLS, FENCES OR BUILDINGS AND 2" AWAY FROM WALKS, PATHS OR CURBS.
20. PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING. CONTACT LANDSCAPE ARCHITECT/OWNER AT THIS TIME FOR COMPLIANCE.
21. 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.
22. WHEN PIPE SIZE IS LARGER THAN 3" MAKE SURE THAT THRUST BLOCKS ARE USED.
23. 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 |




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

| ISSUE DATE | PROJECT NUMBER |
|---|---|
| 4/30/2025 | UT25000 |

| NO. | REVISION | DATE |
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| 1 | XXXX | XX-XX-XX |
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PLAN INFORMATION

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1-800-662-4111
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N

0' 15' 30' 60' 120'
GRAPHIC SCALE: 1" = 30'

PROJECT INFORMATION

# PLATT ARCHITECTURE
4261 S 700 E
MIDVALE, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

RUSSELL PLATT
801-580-0181

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LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

LICENSE STAMP

REGISTERED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128121-5301
4/30/2025
ELECTRONIC SEAL
STATE OF UTAH

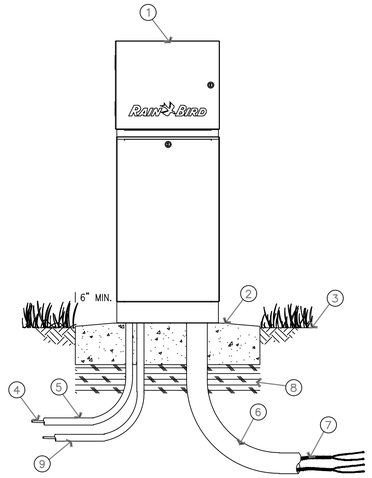
DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/30/2025

IRRIGATION COVER

CITY PERMIT SET

IR-101




1. TWO-WIRE CONTROLLER: RAIN BIRD ESP-LXIVM/PRO WITH LXMM METAL CABINET AND LXMMPED METAL PEDESTAL. INSTALL CONTROLLER, CABINET AND PEDESTAL PER MANUFACTURER'S RECOMMENDATIONS.
2. CONCRETE PAD: 6-INCH MINIMUM THICKNESS, 6-INCHES LARGER ON ALL SIDES THAN PEDESTAL FOOTPRINT
3. FINISH GRADE
4. POWER SUPPLY WIRE
5. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR POWER SUPPLY
6. 2-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR TWO-WIRE CABLE
7. MAXICABLE TWO-WIRE PATH TO FIELD DEVICES USE A DIFFERENT CABLE JACKET COLOR FOR EACH PATH.
8. COMPACTED SUBGRADE
9. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR GROUND

NOTES:
1. ESP-LXIVM CONTROLLER IS AVAILABLE IN TWO MODELS. THE LXIVM WITH 60 STATIONS AND THE LMIVM-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.

KEY SPECIFICATIONS

| FEATURE / MODEL | MAX PROGRAMS | STATIONS | MAX SIMULSTATIONS | MASTER VALVES | FLOW SENSORS | WEATHER SENSORS |
|---|---|---|---|---|---|---|
| LX-IVM | 10 | 60 | 8 | 5 | 5 | 4 |
| LX-IVM PRO | 40 | 240 | 16 | 10 | 10 | 8 |

## A ESP-LXIVM/PRO TWO-WIRE CONTROLLER IN METAL PEDESTAL

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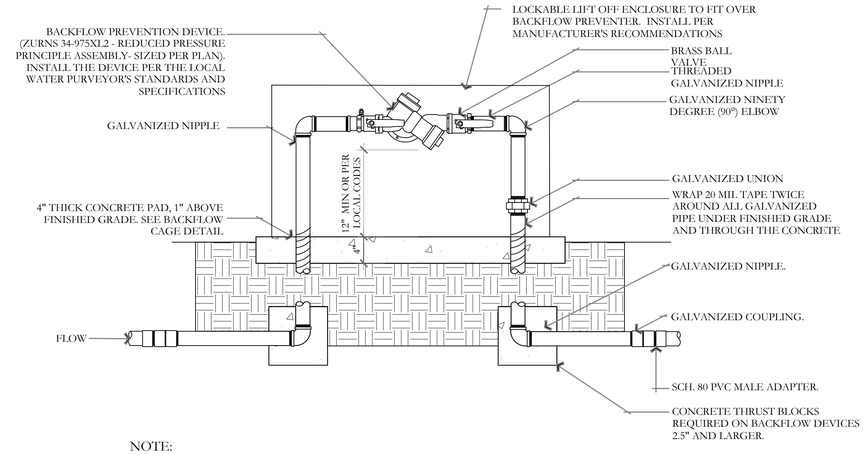


NOTE:
1. GALVANIZED NIPPLE SHALL EXTEND 12" PAST THE EDGE OF THE CONCRETE FOOTING.
2. SCH. 80 PVC MALE ADAPTER SHALL BE USED IN CONNECTION FROM GALVANIZE TO THE MAINLINE.
3. BACKFLOW PREVENTION DEVICE SHALL BE LOCATED AS CLOSE AS POSSIBLE TO THE LANDSCAPE METER.
4. BACKFLOW PREVENTION DEVICE SHALL BE LOCATED IN PLANTING AREA UNLESS APPROVED BY OWNER'S REPRESENTATIVE.
5. SEE DETAIL FOR BACKFLOW CAGE INSTALLATION.
6. ALL ASSEMBLY PARTS (THREADED NIPPLES, FITTINGS, ETC.) SHALL BE GALVANIZED OR BRASS PER LOCAL CODES AND REQUIREMENTS.
7. ALL BACKFLOW PREVENTION DEVICES SHALL HAVE FREEZE BLANKET INCLUDED UPON INSTALLATION.
8. 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

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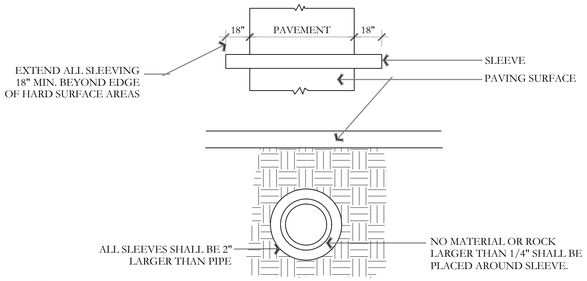


## D TYPICAL SLEEVING DETAIL

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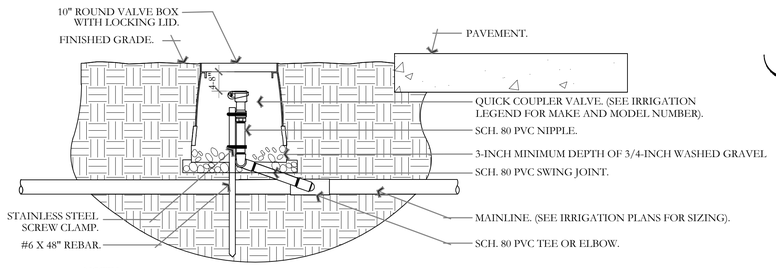


NOTES:
1. ALL THREADED CONNECTIONS SHALL BE INSTALLED USING TEFLON TAPE.
2. VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
3. ALL QUICK COUPLERS SHALL BE INSTALLED A MINIMUM OF 18" OFF OF THE MAINLINE.
4. VALVE BOXES SHALL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

## G QUICK COUPLER DETAIL

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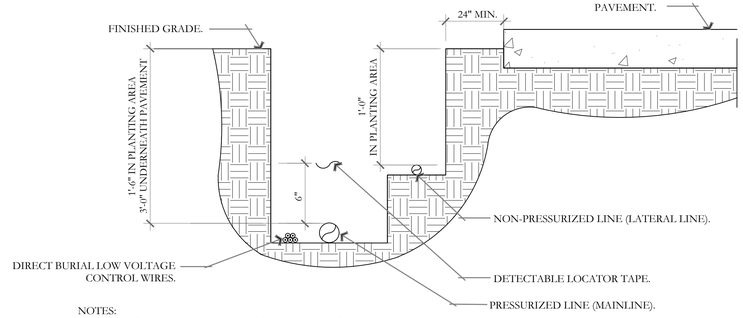


NOTES:
1. SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.
2. DIRECT BURIAL CONTROL WIRES SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT IF REQUIRED.
3. 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.
4. DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

## E IRRIGATION TRENCHING DETAIL

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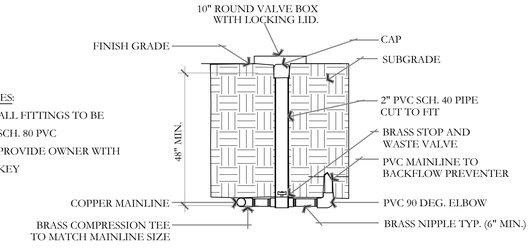
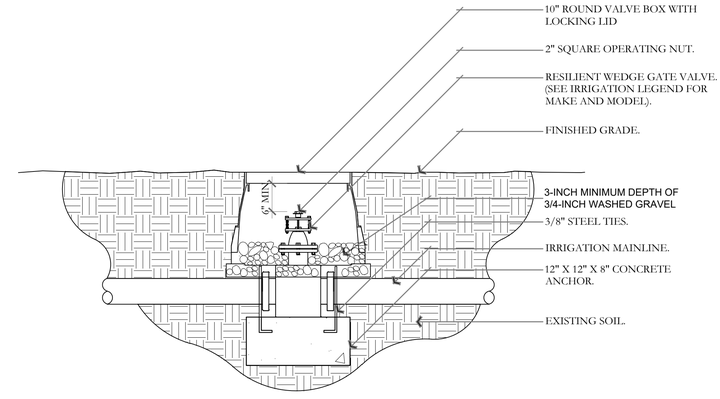



NOTES:
1. ALL FITTINGS TO BE SCH. 80 PVC
2. PROVIDE OWNER WITH KEY

## H STOP AND WASTE VALVE ASSEMBLY DETAIL

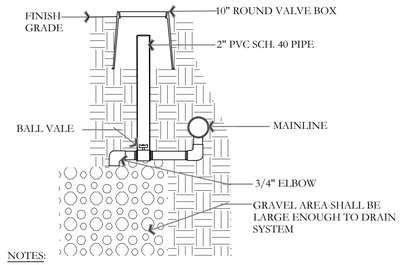
NOT TO SCALE — PKJ DESIGN GROUP




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

## C GATE VALVE AND ANCHOR DETAIL

NOT TO SCALE — PKJ DESIGN GROUP

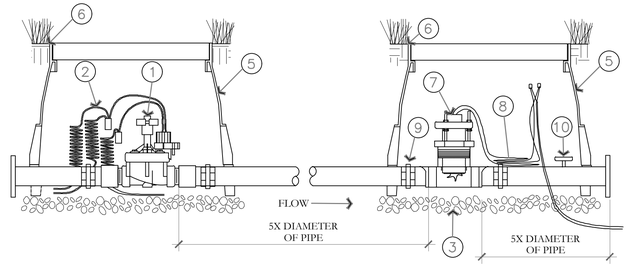



NOTES:
1. ALL FITTINGS TO BE SCH. 80 PVC
2. PROVIDE OWNER WITH KEY

## F MANUAL DRAIN DETAIL

NOT TO SCALE — PKJ DESIGN GROUP

1. NORMALLY CLOSED MASTER VALVE(S)
2. 36-INCH LENGTH OF COILED WIRE TO SATELLITE CONTROLLER SPARE STATION
3. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
4. VALVE BOX WITH COVER - RAINBIRD JUMBO BOX
6. FINISH GRADE
7. RAIN BIRD FS SERIES FLOW SENSOR(S). SEE COVER SHEET FOR SIZE
8. 36-INCH LENGTH OF COILED MAXI-CABLE TO FLOW SENSING
9. PVC PIPE UNION
10. BRASS BALL VALVE




## I MASTER VALVE AND FLOW SENSOR DETAIL

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UTILITY NOTIFICATION CENTER, INC
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PROJECT INFORMATION

# PLATT ARCHITECTURE
4261 S 700 E
MIDVALE, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

RUSSELL PLATT
801-580-0181

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PKJ DESIGN GROUP
Landscape Architecture & Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

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LICENSED LANDSCAPE ARCHITECT — JEREMY AINSWORTH — 8129 LV 4301 — 4/30/2025 — RENEWAL 04/30/2025 — STATE OF UTAH

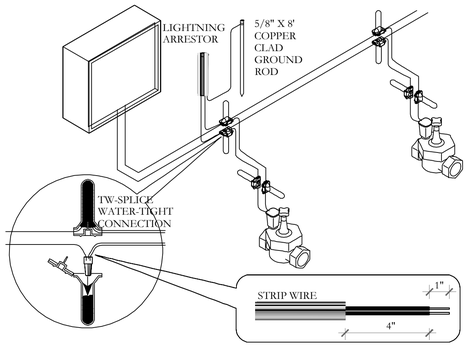
DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/30/2025

IRRIGATION DETAILS

CITY PERMIT SET

IR-501




## J 2-WIRE CONNECTION DETAIL

NOT TO SCALE

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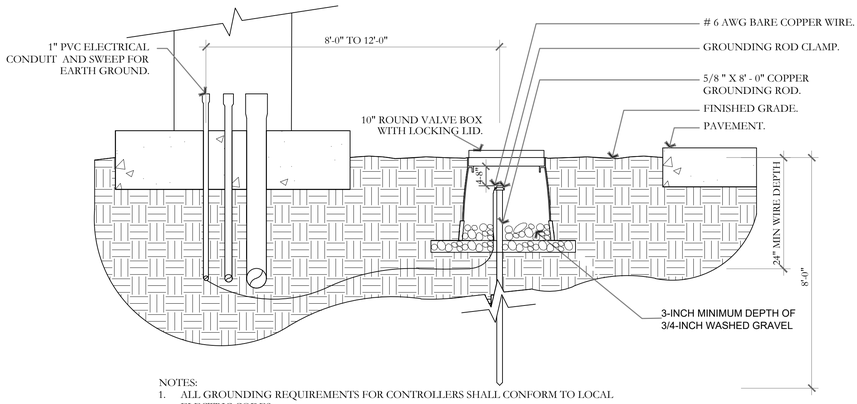


NOTES:
1. ALL GROUNDING REQUIREMENTS FOR CONTROLLERS SHALL CONFORM TO LOCAL ELECTRIC CODES.
2. GROUNDING ROD SHALL NOT BE LOCATED IN THE SAME TRENCH AS THE IRRIGATION MAINLINES OR LATERAL LINES.
3. VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE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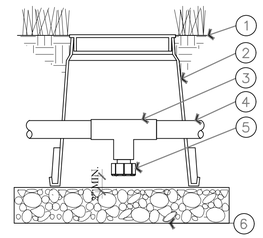
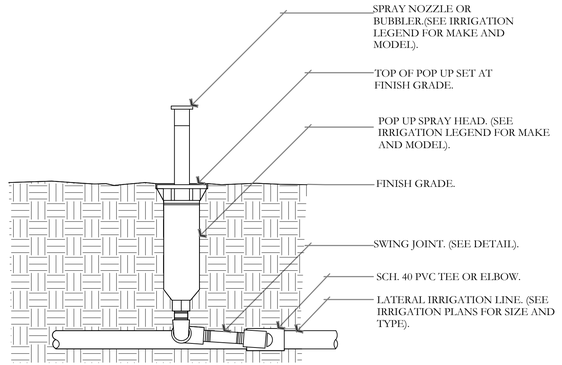



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-6RND
3. PVC SCH 40 TEE
4. PVC LATERAL PIPE
5. FILTERED DRAIN VALVE: RAIN BIRD 16A-FDV-075
6. 6-INCH MINIMUM DEPTH OF 3/4" WASHED GRAVEL

## L MANUAL LINE DRAIN VALVE DETAIL

NOT TO SCALE

PKJ DESIGN GROUP




NOTE:
1. 4" POP UPS SHALL BE USED IN TURF AREAS.
2. CONTRACTOR SHALL SETTLE SOIL AROUND THE POP UP AFTER INSTALLATION.
3. ALL POP UP SPRAY HEADS SHALL HAVE CHECK VALVES.
4. ALL SCH. 40 PVC TO SCH. 80 PVC CONNECTIONS SHALL BE MADE USING TEFLON TAPE.

## O POP UP-SPRAY HEAD DETAIL

NOT TO SCALE

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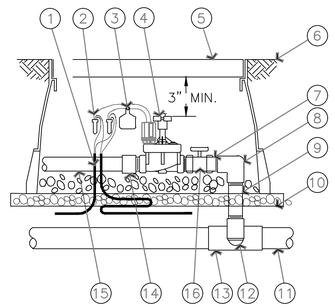


1. 36-INCH LENGTH OF 2-WIRE CABLE
2. WATERPROOF CONNECTION RAIN BIRD WC20 (TWO REQUIRED)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PEB/PESB/PESB-R WITH IVM-SOL
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SCH 80 NIPPLE (CLOSE)
8. PVC SCH 40 ELL `
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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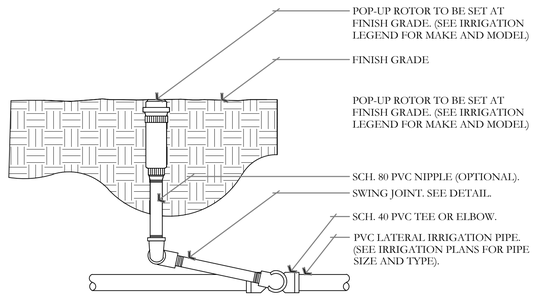


NOTES:
1. ALL THREADED CONNECTION POINTS BETWEEN SCH. 40 PVC AND SCH. 80 PVC FITTING SHALL BE INSTALLED USING TEFLON TAPE.
2. CONTRACTOR SHALL COMPACT SOIL AROUND ROTOR AND RISER PRIOR TO PLANTING, PLUGGING, SEEDING, OR LAYING OF SOD.

## N ROTOR HEAD DETAIL

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|---|---|
| 4/30/2025 | UT25000 |

| NO. | REVISION | DATE |
|---|---|---|
| 1 | XXXX | XX-XX-XX |
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4261 S 700 E
MIDVALE, UTAH

**DEVELOPER / PROPERTY OWNER / CLIENT**

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3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

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LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128121-5301
4/30/2025
ELECTRONIC SEAL
STATE OF UTAH

**DRAWING INFO**

| | |
|---|---|
| PM: | JTA |
| DRAWN: | ACP |
| CHECKED: | JMA |
| PLOT DATE: | 4/30/2025 |

IRRIGATION DETAILS

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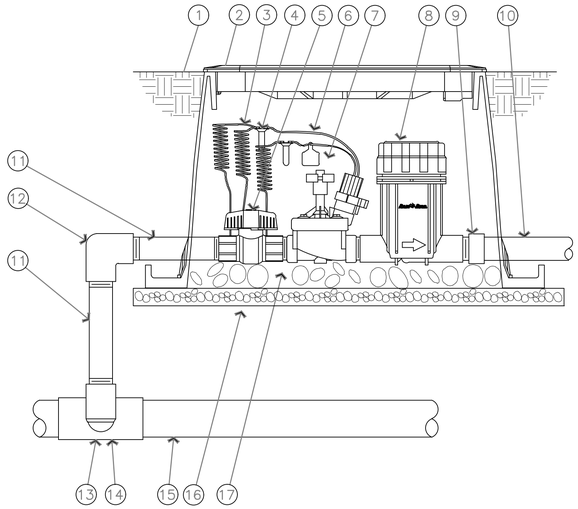


1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. 30-INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION: RAIN BIRD DB SERIES
5. 1-INCH BALL VALVE (INCLUDED IN XCZ-PRB-100-COM KIT)
6. ID TAG
7. REMOTE CONTROL VALVE: RAIN BIRD PESB (INCLUCED IN XCZ-PRB-100-COM KIT)
8. PRESSURE 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

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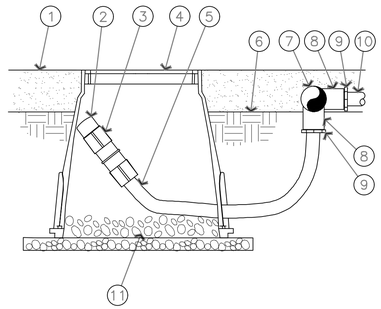


1. MULCH
2. FLUSH CAP FOR EASY FIT COMPRESSION FITTINGS: POTABLE:RAIN BIRD MDCFCAP
3. EASY FIT COUPLING: RAIN BIRD MDCFCOUP
4. SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
5. ½" POLYETHYLENE TUBING: RAIN BIRD XF BLANK TUBING
6. FINISH GRADE
7. PVC EXHAUST HEADER
8. PVC SCH 40 TEE OR EL
9. BARB X MALE 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

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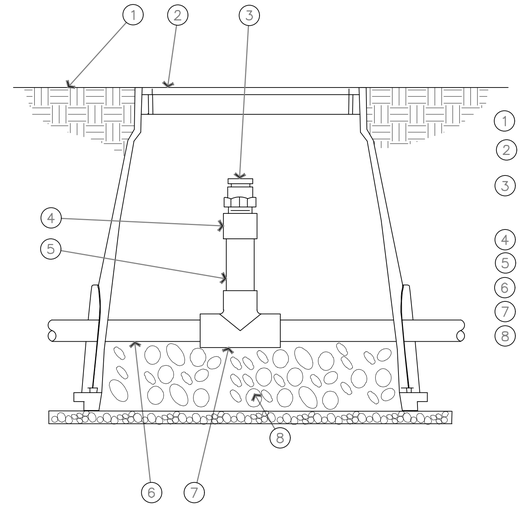


1. FINISH GRADE
2. SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
3. ¾" AIR RELIEF VALVE: RAIN BIRD ARV050 TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
4. PVC SCH 40 FEMALE ADAPTER
5. PVC SCH 80 RISER
6. PVC HEADER PIPE
7. PVC SCH 40 TEE
8. 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL

## R AIR RELIEF VALVE DETAIL

NOT TO SCALE

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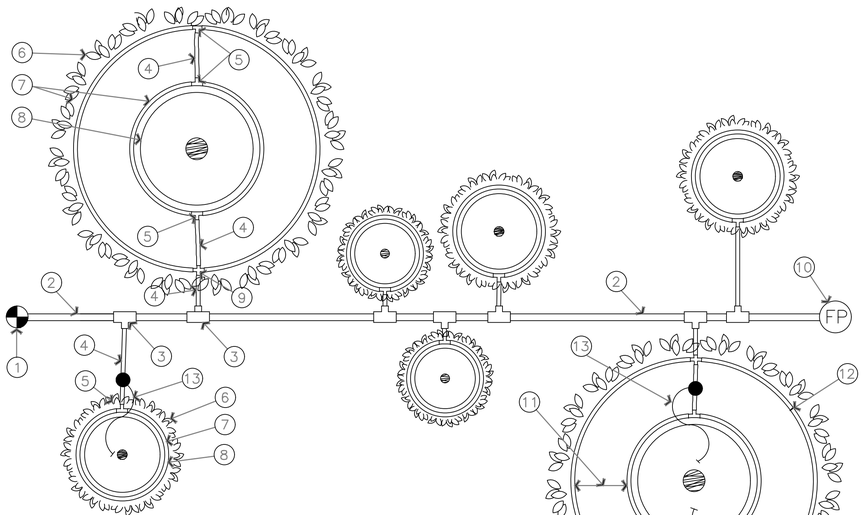



1. RAIN BIRD CONTROL ZONE KIT (SIZED TO ACCOMIDATE LATERAL FLOW DEMAND)
2. PVC DRIP LATERAL PIPE
3. PVC SCH 40 TEE OR EL (TYPICAL)
4. ½" POLYETHYLENE TUBING: RAIN BIRD XF SERIES- S FOR COPPER SHEILD (TYPICAL)
5. BARB X BARB INSERT TEE: RAIN BIRD XFF-TEE (TYPICAL)
6. PROJECTED CANOPY LINE OF TREE OR SHRUB (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)
13. POINT SOURCE EMITTERS FOR ESTABLISHMENT PERIOD. REMOVE AFTER ESTABLISHMENT PERIOD.

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.

## S ON-SURFACE DRIPLINE TREE/SHRUB DETAIL

NOT TO SCALE

PKJ DESIGN GROUP

| ISSUE DATE | PROJECT NUMBER |
|---|---|
| 4/30/2025 | UT25000 |

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

PLAN INFORMATION

** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 04/29/2025

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

PROJECT INFORMATION

# PLATT ARCHITECTURE
4261 S 700 E
MIDVALE, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

RUSSELL PLATT
801-580-0181

COPYRIGHT:
PKJ DESIGN GROUP

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS PROPERTY OF PKJ DESIGN GROUP. IT IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PKJ DESIGN GROUP.

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture & Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JOSEPH T. ANSWORTH
8128121-5301
4/30/2025
ELECTRONIC SEAL
STATE OF UTAH

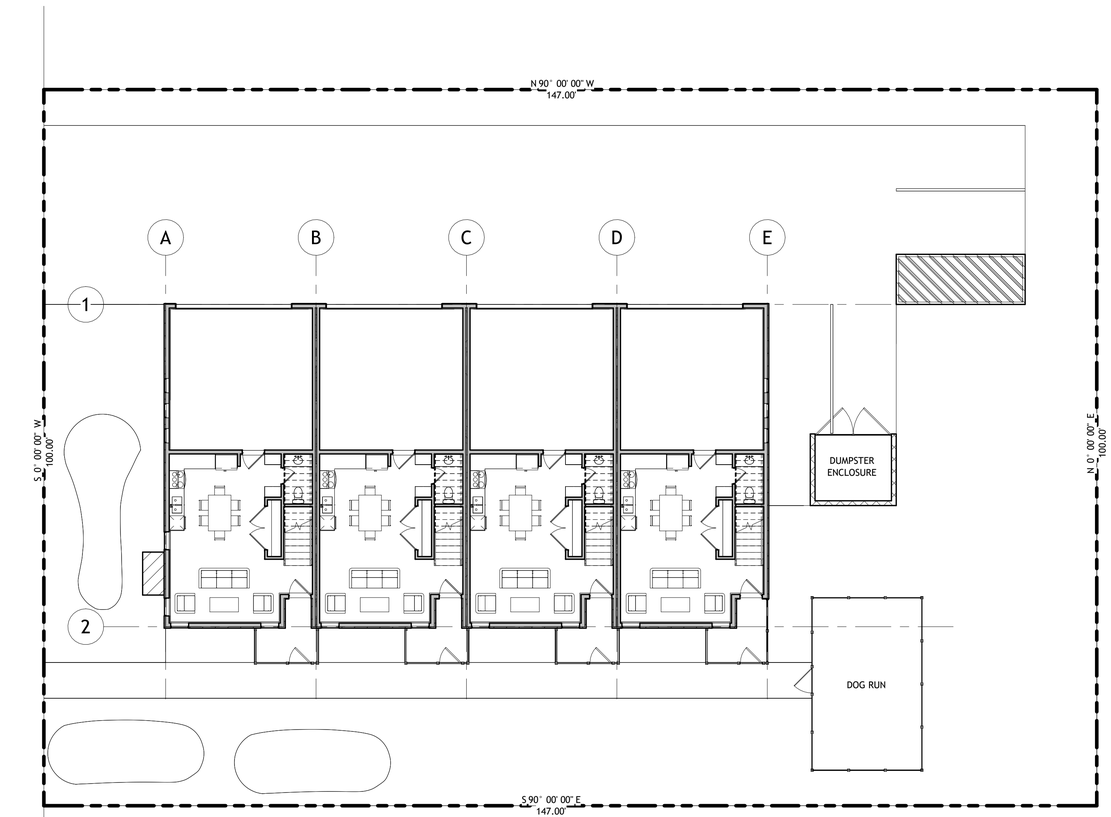
DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/30/2025

IRRIGATION DETAILS

CITY PERMIT SET

IR-503




N

1 SITE PLAN
1" = 10'-0"

0 5' 10' 20'
0 2"
1" = 10'-0"

**AREA SCHEDULE (SQUARE FEET)**

DRIVEWAY: 3,930 27%
BUILDING: 3,708 25%
SIDEWALK: 505 3%
PATIOS: 244 2%
LANDSCAPING: 6,313 43%

TOTAL SITE AREA: 14,700

Last Plotted: 5/19/2025 11:45:57 AM


ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181


PROFESSIONAL STAMP:

LICENSED ARCHITECT
R. 12778839 RUSSELL L. PLATT
STATE OF UTAH

CODE OFFICIAL STAMP:

PROJECT NAME:

4261

4261 S 700 E, Murray, UT 84107

REVISIONS:

| NO. | DATE | DESCRIPTION |
|---|---|---|

ISSUED: MAY 19TH, 2025

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |
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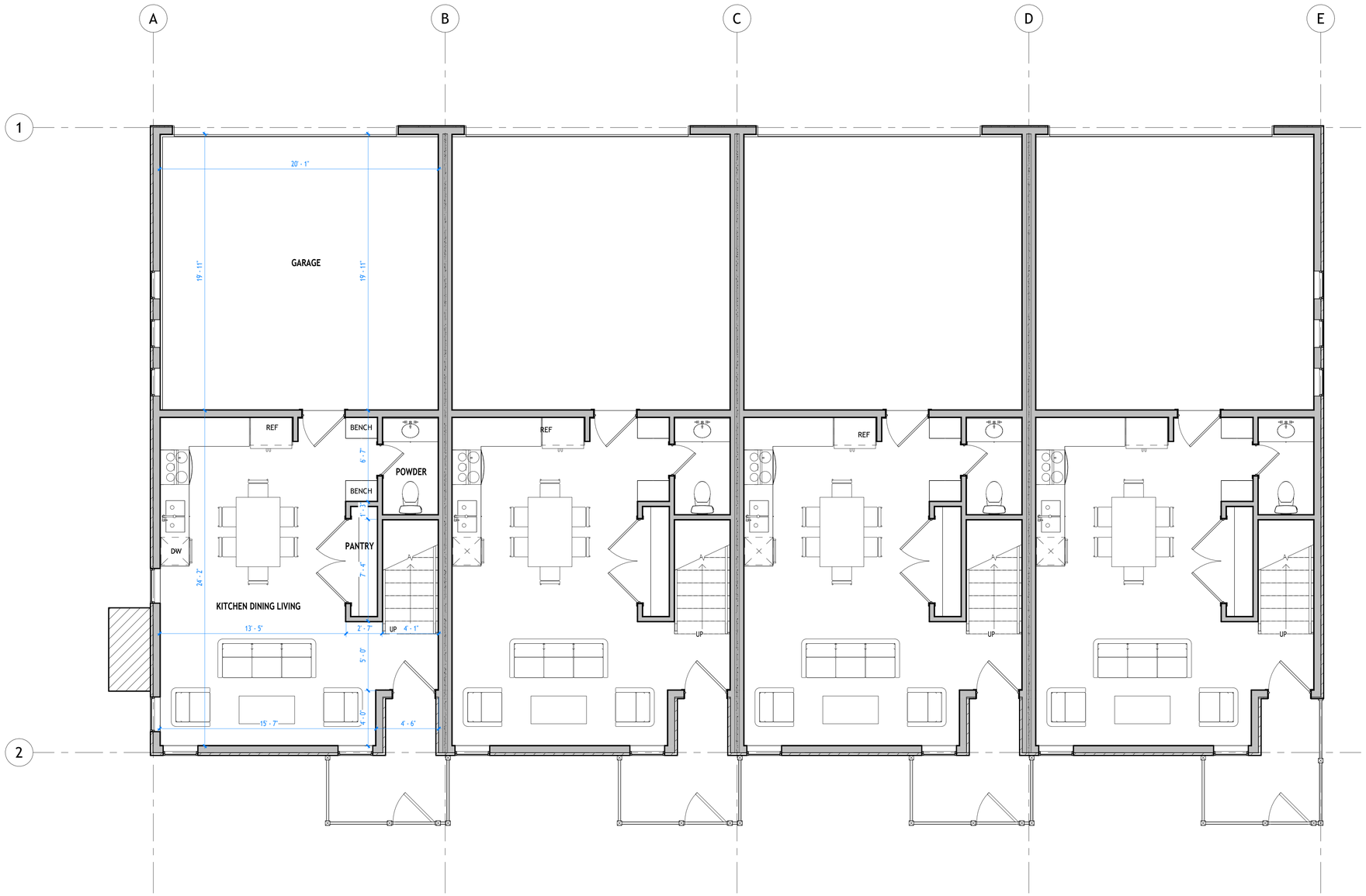
| | | |

OWNER PROJECT #:
RPA PROJECT #:
DRAWN BY:
CHECKED BY:
DESIGNED BY:


COPYRIGHT:
© 2018 RUSSELL PLATT ARCHITECTURE


SHEET TITLE:
ARCHITECTURAL SITE PLAN

SHEET NUMBER:
AS101




1 MAIN FLOOR
1/4" = 1'-0"

**UNIT SQUARE FOOTAGE**

MAIN FLOOR 496 SQUARE FEET
GARAGE 434 SQUARE FEET

Last Plotted: 5/19/2025 11:45:58 AM


ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181


PROFESSIONAL STAMP:

LICENSED ARCHITECT
8127888830
RUSSELL C. PLATT
STATE OF UTAH

CODE OFFICIAL STAMP:

PROJECT NAME:

4261

4261 S 700 E, Murray, UT 84107

REVISIONS:

| NO. | DATE | DESCRIPTION |
|---|---|---|

ISSUED: MAY 19TH, 2025

| NO. | DATE | DESCRIPTION |
|---|---|---|
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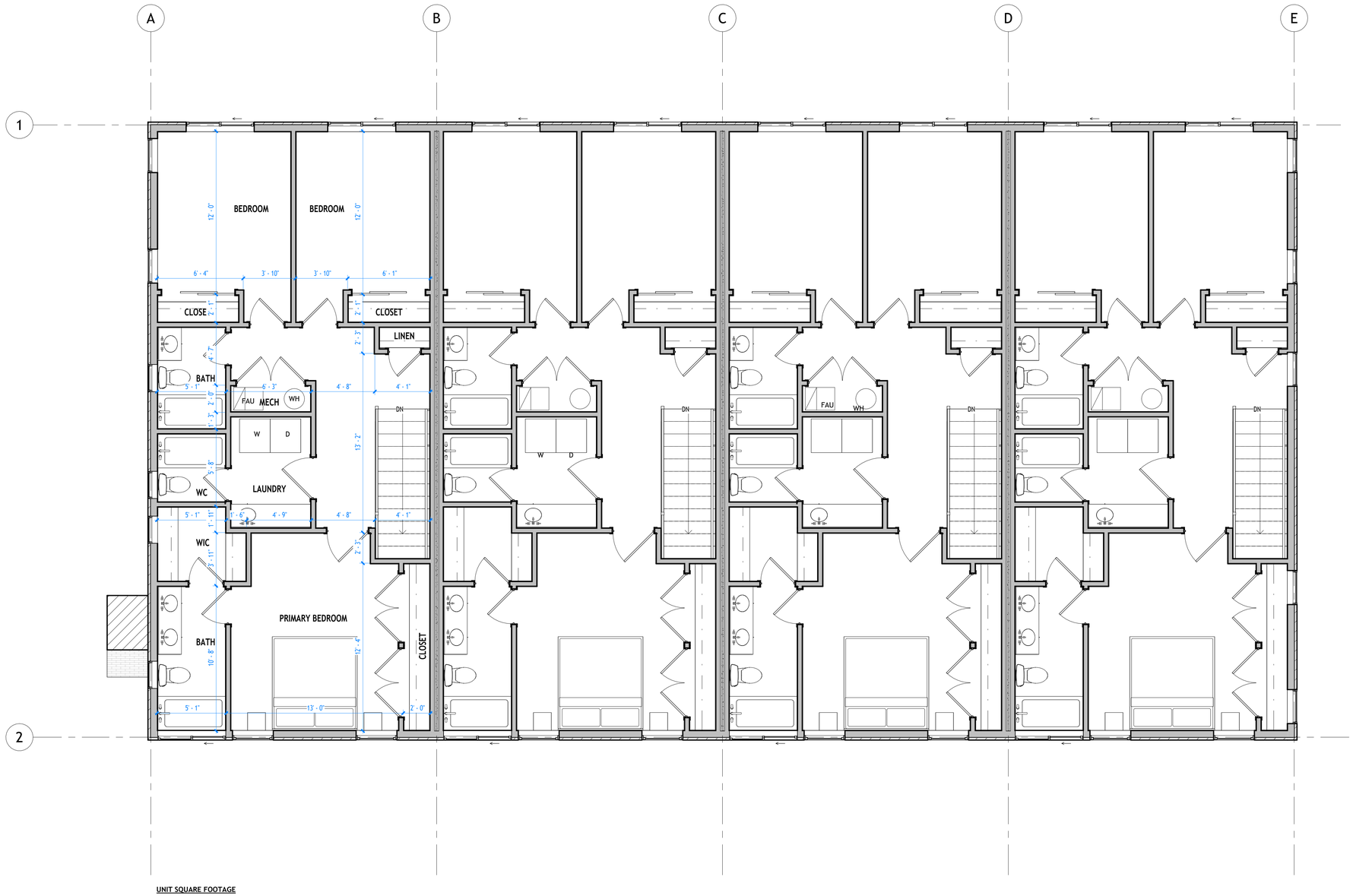
OWNER PROJECT #:
RPA PROJECT #:
DRAWN BY:
CHECKED BY:
DESIGNED BY:


COPYRIGHT:
© 2018 RUSSELL PLATT ARCHITECTURE


SHEET TITLE:
FLOOR PLANS

SHEET NUMBER:
A101




**UNIT SQUARE FOOTAGE**

UPPER FLOOR 945 SQUARE FEET

1 UPPER FLOOR
1/4" = 1'-0"

Last Plotted: 5/19/2025 11:45:59 AM


ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181


PROFESSIONAL STAMP:

LICENSED ARCHITECT
8127889830
RUSSELL C. PLATT
STATE OF UTAH

CODE OFFICIAL STAMP:

PROJECT NAME:

4261 S 700 E, Murray, UT 84107

4261 S 700 E, Murray, UT 84107

REVISIONS:

| NO. | DATE | DESCRIPTION |
|---|---|---|

ISSUED: MAY 19TH, 2025

| NO. | DATE | DESCRIPTION |
|---|---|---|
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OWNER PROJECT #:
RPA PROJECT #:
DRAWN BY:
CHECKED BY:
DESIGNED BY:


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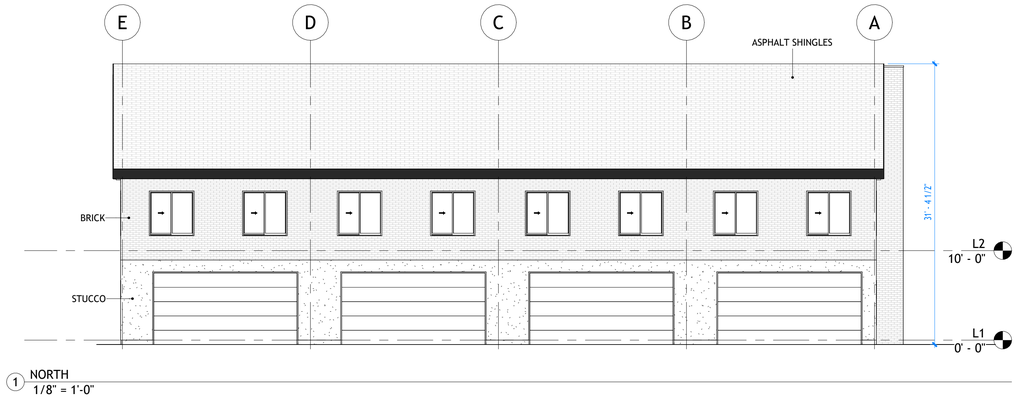
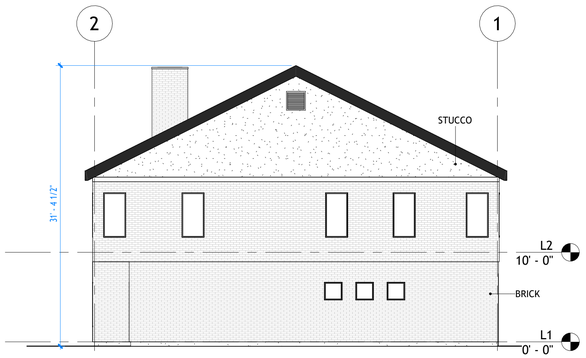
SHEET TITLE:
FLOOR PLANS

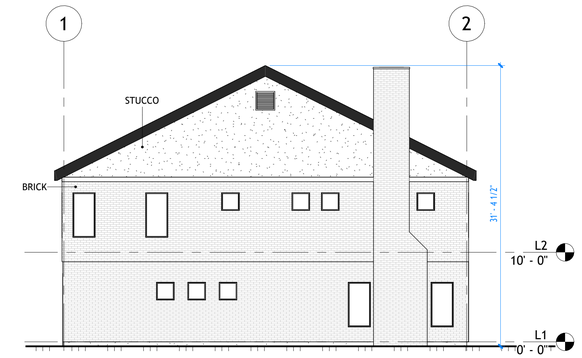
SHEET NUMBER:
A102



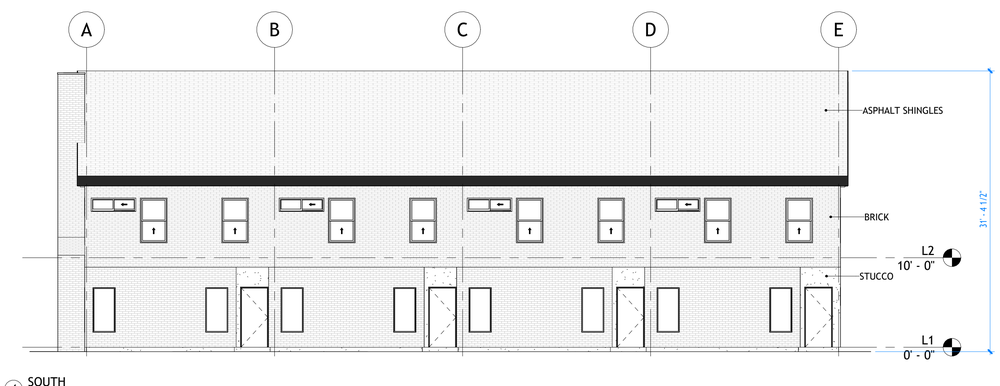

1 NORTH
1/8" = 1'-0"




2 EAST
1/8" = 1'-0"




3 WEST
1/8" = 1'-0"




4 SOUTH
1/8" = 1'-0"

Last Plotted: 5/19/2025 11:46:02 AM

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181

PROFESSIONAL STAMP:

LICENSED ARCHITECT
#12778939-0301
RUSSELL C PLATT
STATE OF UTAH

CODE OFFICIAL STAMP:

PROJECT NAME:

4261

4261 S 700 E, Murray, UT 84107

REVISIONS:

| NO. | DATE | DESCRIPTION |
|---|---|---|

ISSUED: MAY 19TH, 2025

| NO. | DATE | DESCRIPTION |
|---|---|---|
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OWNER PROJECT #:
RPA PROJECT #:
DRAWN BY:
CHECKED BY:
DESIGNED BY:

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SHEET TITLE:
ELEVATIONS

SHEET NUMBER:
A201

**When recorded, return to:**

Millcreek
Attn: Jeff Silvestrini
1330 E Chambers Ave
Millcreek, UT 84106

# DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of _____, 2025, by and between Brynn Thomas and Miles Maynes ("Developer"), for the land to be included in or affected by the project located at approximately 4261 South & 700 East, in Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes called the "Parties."

## RECITALS

**WHEREAS**, the Developer owns approximately .34 acres of real property located at 4261 South & 700 East in Millcreek, Utah ("Property"). A legal description of the Property is attached hereto as Exhibit "A." The Parties desire that the Property be developed (the "Project") in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Property is zoned Residential R-1-8 and

**WHEREAS**, the Developer desires to rezone the entirety of the Property, as described in Exhibit "A," from the R-1-8 Residential Zone to the R-M Multifamily Zone and

**WHEREAS**, the Developer intends to develop the Property consistent with the certain design criteria as identified in Exhibit "B" and with the concept plans as shown in Exhibit "C" and

**WHEREAS**, Developer hereby represents to the Millcreek Council that it is voluntarily entering into this Agreement; and

**WHEREAS**, Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

**WHEREAS**, the City and Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the rezone and this Agreement; and

**WHEREAS,** the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for this Agreement except by written amendment to this Agreement executed and approved by the Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police 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.

3. **Vested Rights.** Except as provided below, the Parties intend that this Agreement grants the Developer the right to develop the Project to fulfill this Agreement.

3.1 **Exceptions.** The vesting, as specified above, is subject to the following exceptions:

3.1.1. City's future laws/ordinances that the Developer gives the City notice of its intent to comply with City's future laws/ordinances. If the Developer provides notice of its intent to abide by the City's future laws/ordinances, then such future laws/ordinances shall apply to the Project for the remaining duration of the entire Project;

3.1.2 State and Federal Compliance. 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;

3.1.3 Codes. City development standards, engineering requirements and supplemental specifications for Public Works and any new editions or replacement thereof and any 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;

3.1.4 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; or,

3.1.5 Fees. Changes to the fees for processing 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.

3.1.6 Impact Fees. Impact Fees or modifications thereto which are adopted and imposed by the City.

3.1.7 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

4. **Compliance with City Ordinances and Standards**. The Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable city ordinances and requirements necessary for the development of the Project, including the payment of fees and compliance with applicable City standards.

5. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit "B." The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings.

6. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

7. **Assignment.** Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without the other party's consent. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by the Developer.

8. **No Joint Venture, Partnership, or Third-Party Rights**. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties or any rights or benefits to third parties except as expressly provided herein.

9. **Integration, Modification and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by subsequent writing duly executed and approved by the parties hereto. Exhibits A and B are hereby incorporated into this Agreement.

10. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom it intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:

Brynn Thomas and Miles Maynes
3817 S Parkview Drive
Millcreek, UT, 84124

TO CITY:

Millcreek
Jeff Silvestrini, Mayor
1330 E Chambers Ave
Millcreek, Utah 84106

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

11. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall

be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

13. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement, and each Party waives any claims thereto. The sole remedy available to the Developer or assignee shall be specific performance. Notwithstanding such limitation, the City may withhold all further reviews, approvals, licenses, building permits, and/or other permits for the development of the Project in the case of a default by Develop or any assignee.

14. **Term of Agreement.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

15. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

16. **Construction.** The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

17. **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

18. **No Waiver**. The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed a subsequent waiver of the same right or any other right.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**Millcreek**

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, MMC, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH )
: ss
COUNTY OF SALT LAKE )

On the _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

**DEVELOPER**

By: _____

Title: _____

OWNER/DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )
: ss.
COUNTY OF SALT LAKE )

On the _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the Managing Member of the '_____, Limited Liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.

**Exhibit A**

**4261 South & 700 East**

BEG S 0^13' W 243.5 FT FR NW COR LOT 4 BLK 5 TEN AC PLAT A, BIG FIELD SUR S 0^13' W 100 FT N 89^59' E 147 FT N 0^13' E 100 FT S 89^59' W 147 FT TO BEG 0.34 AC. 5046-854 THRU 851, 0855,0856 5409-1454 6364-0145 8037-1568 8324-4193 8524-0312 8598-7920 9004-6639 10202-8774 10542-8519 10708-6586 11262-0276

**Parcel No. 22-05-152-005-0000**

**Exhibit B**
Design and Improvement Criteria

The Developer shall develop the Project consistent with the design and improvement criteria as identified below:

1. **Uses.** The Project shall consist of four (4) total residential units within one (1) building.

2. **Ownership.** Prior to the City issuing a final Site Plan/Conditional Use Permit approval, the Developer shall obtain preliminary subdivision approval from the Planning Commission.

    - The Developer shall record a final subdivision plat within one year of the date of Site Plan/Conditional Use Permit approval to create individual lots for each of the four units.

    - To ensure owner occupancy for each of the four units, the Developer shall, prior to issuance of any building permits with respect to the Project, record a subdivision plat to create four separate lots capable of individual ownership, common areas, property line alignments, right of way dedication (if any) and all easements for access, utilities, shared parking, shared open space, etc. along with a restrictive use agreement with the office of the Salt Lake County Recorder including language as set forth in item **No. 8 of Exhibit "B"** attached hereto and a Notice and Declaration of Deed Restriction in the form attached as Exhibit "D."

3. **Height.** The height of the buildings shall not exceed thirty-five feet (35') in height, as measured from the lowest elevation point of original grade (4300 ft), as depicted in the attached ALTA/NSPS Land Title & Topography survey, Exhibit C.

4. **Setbacks.** The building setbacks shall be as depicted on the site plan, Exhibit C.

5. **Parking.** The Project shall have at least ten (10) parking stalls, eight (8) of which shall be contained within the four (4) individual two-car garages. The remaining two (2) guest parking stalls shall be located near the eastern side of the project's site, as depicted in the attached site plan, Exhibit C.

6. **Materials.** The building's facades shall consist of high-quality, durable, low-maintenance materials (e.g., composite siding and trellises, brick, stone, stucco, glass, and metal) in accordance with the R-M Zone ordinance. The materials and windows shall be arranged according to the elevation sheets, as depicted in the attached site plan, Exhibit C.

7. **Right-of-way improvements.** The Developer shall provide a ten-foot (10') wide public-utility easement parallel to and abutting the 700 East right-of-way. The Developer shall also install frontage improvement to the abutting right of way (including but not limited to curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities.).

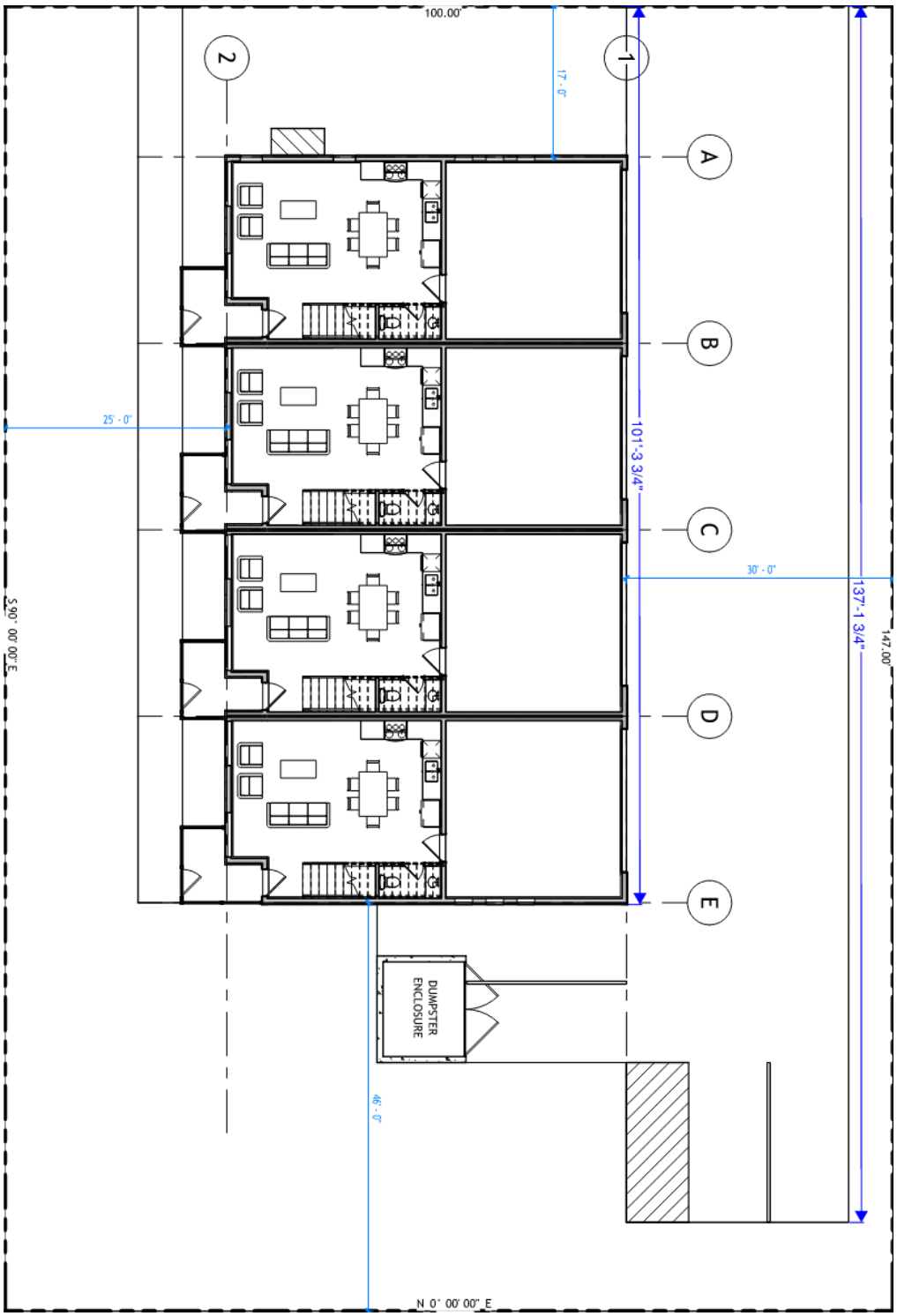
8. **Restrictive-Use Agreement**. The Developer shall cause the following language to be included in a declaration of covenants, conditions, and restrictions (CC&Rs) against the Property, which is to be recorded by the Developer at the time of recording a subdivision plat and shall apply to each of the four (4) units:

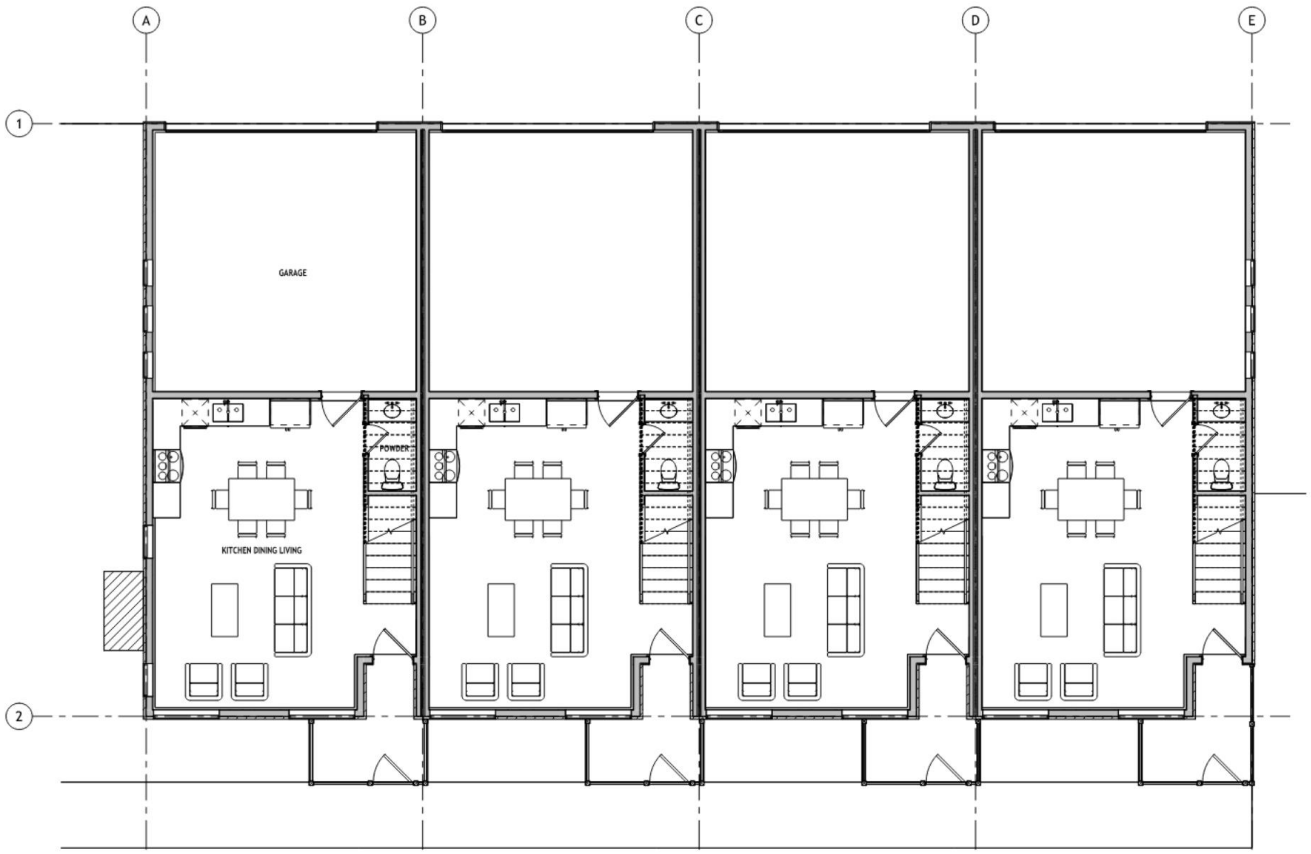
    1. Each of the four units is intended to be owner-occupied, including occupancy by the owner's immediate family members (including parents, siblings, children, and grandchildren) and unrelated persons so long as the owner remains in occupancy.

    2. The foregoing restriction shall not apply, however, to:
        a) Any of the units owned by a person who has ceased occupying such Unit due to military service for the period of the owner's deployment;
        b) To any unit occupied by an owner's parent, child, or sibling;
        c) An owner whose employer has relocated the owner for two (2) years or less;
        d) Any unit owned by an entity that is occupied by an individual who:
            i. has voting rights with respect to the entity and
            ii. has at least 25% ownership of the entity; or
        d) Any unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
            i. a current resident of the unit; or
            ii. the parent, child, or sibling of the current resident of the unit;

.

**Exhibit C**
(Site plan and Elevations)

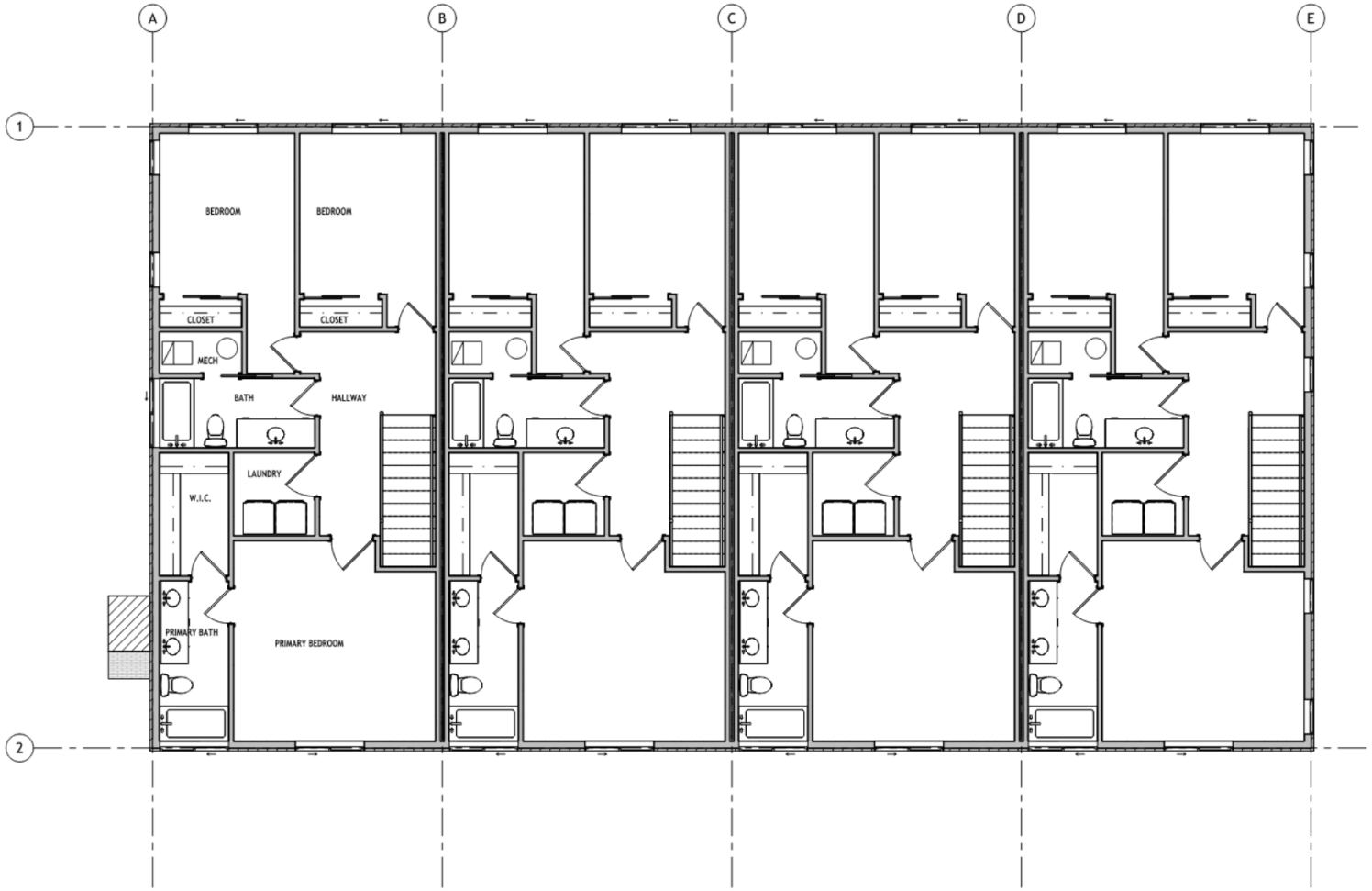





1 MAIN FLOOR - 4 UNITS
1/4" = 1'-0"

**UNIT SQUARE FOOTAGE**

MAIN FLOOR 496 SQUARE FEET
GARAGE 434 SQUARE FEET

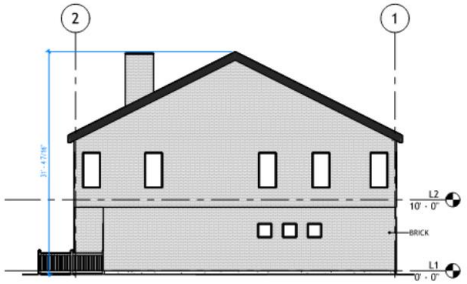



**UNIT SQUARE FOOTAGE**

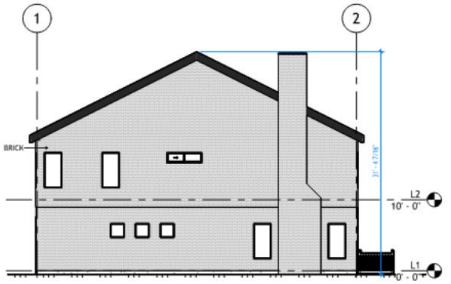
UPPER FLOOR 945 SQUARE FEET

① UPPER FLOOR - 4 UNITS
1/4" = 1'-0"

1 NORTH 4-PLEX
1/8" = 1'-0"




2 EAST 4-PLEX
1/8" = 1'-0"




3 WEST 4-PLEX
1/8" = 1'-0"

4 SOUTH 4-PLEX
1/8" = 1'-0"

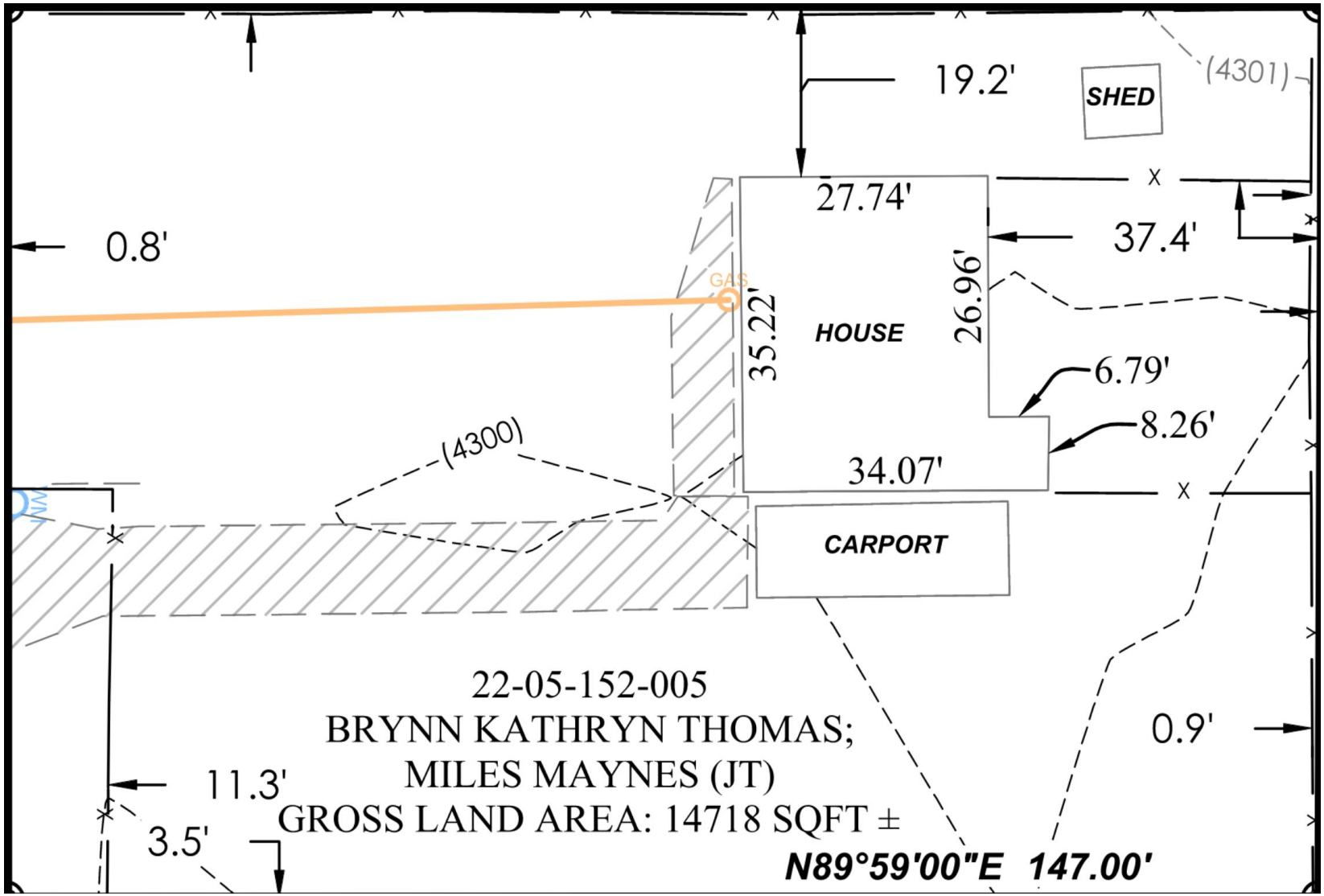

19.2'
SHED
(4301)
X
27.74'
37.4'
0.8'
GAS
35.22'
HOUSE
26.96'
6.79'
8.26'
(4300)
34.07'
X
CARPORT
22-05-152-005
BRYNN KATHRYN THOMAS;
MILES MAYNES (JT)
GROSS LAND AREA: 14718 SQFT ±
0.9'
11.3'
3.5'
N89°59'00"E 147.00'

**Exhibit D**
(Deed Restriction)

## NOTICE AND DECLARATION OF DEED RESTRICTIONS

This Notice and Declaration of Deed Restrictions ("Declaration/Deed Restriction") is made by Brynn Thomas and Miles Maynes ("Owner") for the benefit of Millcreek ("City" and collectively the "Parties"). This Declaration/Deed Restriction is based on the following facts:

A. Brynn Thomas and Miles Maynes is the sole owner of record of that certain real property situated in the County of Salt Lake, State of Utah ("Owner"), located at 4261 South 700 East, that is more particularly described in the attached Exhibit "A." Such real property and all improvements, or any individual residence constructed thereon, are collectively called "Owner."

B. Owner applied to the City to rezone the Property from the R-1-8 Residential Zone to the R-M Multifamily Zone, allowing for more density. The City agreed to grant the rezone and allow increased density in consideration of this Deed Restriction.

C. The Parties desire to enter into and record this Declaration/Deed Restriction to give notice of this Declaration/Deed Restriction to successors in interest and others who may obtain an interest in the Property or any portion thereof.

D. Owner further desires by this Declaration/Deed Restriction to acknowledge that the City has the authority to enforce the restrictions declared herein as restrictions running with the land that shall bind Owner and all successors in interest to the Property.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The Property must be owner-occupied. Owner-occupied shall mean real estate that is both owned and is currently used as the owner's primary residence. The owner is not required to use the Property as its primary residence if:

   a. The owner has a bona fide, temporary absence of 3 years or less for activities such as military service, temporary job assignments, sabbaticals, or voluntary service (indefinite periods of absence from the dwelling shall not qualify for this exception); or

   b. The owner is placed in a hospital, nursing home, assisted living facility, or similar facility that provides regular medical care, except retirement living facilities or communities.

   c. The owner establishes a financial hardship, using clear and convincing evidence, that would prevent the owner from continuing to occupy the Property.

d. The owner rents the Property to their children, stepchildren, parents, grandparents, or grandchildren.

e. The owner cannot sell the Property within one year for fair market value.

If there is any dispute about the foregoing, the matter shall be referred to the City's Land Use Hearing Officer. The owner shall have the burden of proceeding and proving that one of the above-claimed exceptions applies.

2. Owner understands that failure to comply with the owner-occupancy requirement by it or its successors as to each unit of the Property shall constitute a breach of this Declaration/Deed Restriction and shall be enforceable by the City at its option. Enforcement may also include revocation of applicable permits, zoning certificates, other necessary approvals, and specific performance.

3. Owner grants to the City, until the termination date (as defined below, such period being referred to as the "Option Period"), the right and privilege to purchase the Property as set forth in this paragraph. At any time during the Option Period, the City may exercise its option to purchase the Property for a price equal to the fair market values of the Property as determined by a disinterested appraiser that is acceptable to the City ("Purchase Price"). The Purchase price shall be reduced by the aggregate of all lien and encumbrances encumbering the Property. This option shall be exercised, if at all, on or before the expiration of the Option Period by the City providing the current owner of the Property with written notice of its intent to exercise the option. This transaction/option shall be closed on a date scheduled by the City. The closing will be held in the offices of a title company selected by the City. The current owner of the Property will execute and deliver all documents required by the title company to convey the title to Property to the City free and clear of all liens and encumbrances.

4. The City is hereby designated as a beneficiary of this Declaration/Deed Restriction and shall have the right, but not the obligation, to enforce the provisions herein.

5. In the case of a violation of the owner-occupancy requirement where no exception applies, the current owner agrees that all costs incurred to enforce these restrictions shall be paid by the then-current owner of the Property.

6. This Declaration/Deed Restriction shall run with the land and be binding upon, and enforceable against, Owner and all heirs, assigns, future owners, and successors in interest to the Property. If the Property or any portions thereof is conveyed to any other person or entity, the instrument that conveys title or any interest in or to said Property, or any portion thereof, shall contain the owner-occupancy limitation pursuant to the terms of this Declaration/Deed Restriction. If at any time these restrictions are determined by a court of competent jurisdiction not to constitute a covenant running with the land, Declarant intends that these restrictions shall form an equitable servitude on the Property, be binding on Owner and successors in interest, and remain in effect during the term of this Declaration/Deed Restriction.

7. This Declaration/Deed Restriction shall encumber the Property for a period of five (5) years from the date this Deed Restriction is executed ("Termination Date"). Upon the Termination Date, this Declaration/Deed Restriction shall automatically terminate without requiring any documentation, notice, or recording materials. The Parties shall promptly cooperate and sign the documents they deem necessary to terminate this Declaration/Deed Restriction.

8. The City and Owner do not, by this Declaration/Deed Restriction in any way or for any purpose, become partners or joint venturers.

9. The following provisions are also an integral part of this Declaration/Deed Restriction:

    a. This Declaration/Deed Restriction shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
    b. The provisions of this Declaration/Deed Restriction are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Declaration/Deed Restriction.
    c. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Declaration/Deed Restriction.
    d. This Declaration/Deed Restriction may not be modified except by an instrument in writing signed by the parties hereto.
    e. This Declaration/Deed Restriction shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
    f. If either party brings any action or proceeding regarding this Declaration/Deed Restriction, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without a suit, at trial, or on appeal.
    g. Time is the essence of this Declaration/Deed Restriction.

**Millcreek City Hall**
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov

**Planning & Zoning**
(801) 214-2700
planner@millcreekut.gov

**ZM-25-003**

**City Council Staff Report**

| | |
|---|---|
| **Meeting Date:** | **5/27/2025** |
| **Applicant:** | **Dwight Yee** |
| **Re:** | **Amendment to Development Agreement** |
| **Property Address:** | **3956-3960 S 300 E** |
| **Zone:** | **From R-2-10 to R-M** |
| **Prepared By:** | **Carlos Estudillo, Planner** |
| **Scope of Decision:** | **Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Council(s) and the Millcreek Planning Commission. Your recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan. |

## REQUEST AND SYNOPSIS

On April 24th, 2023, the City Council approved application ZM-22-013 for a zone change, from the R-2-10 to the R-M zone, on this property to accommodate a 14-unit townhome development with a development agreement. The development agreement was put in place to ensure the type, scale, style, materials, orientation and other aspects pertaining to the future development of the property, where the underlying zoning and land use ordinances may be insufficient.

The applicant is now seeking to amend the development agreement pertaining to a rezone on 3956-3960 S 300 E to allow the applicant to replace a previously proposed playground (as depicted in exhibit B of the current development agreement) with a pavilion/gazebo as part of their required amenities for their upcoming townhome proposal.

No other changes are envisioned regarding this development.

## GENERAL PLAN CONSIDERATIONS

***CHARACTER. GOAL N-1: Preserve and enhance the physical elements that define each neighborhood's character.***

*Strategy 1.5: Ensure that new infill development is compatible with existing neighborhoods by regulating structure sizes and heights; building forms and materials; yard setbacks; streetscape character; height and bulk transitions; buffering; and other factors.*

The Subject Property is a new infill development which can be made to be compatible if, the zoning change is accompanied by a development agreement which will help ensure comparable densities, building forms, setbacks, buffering, and other factors.

The applicant's proposed townhome complex have been designed by the applicant to be as close as possible to the neighborhood in terms of compatibility (Massing, architecture). While they are considered multi-family units, the proposed townhomes near are spacious enough to resemble the single-family homes that could potentially be built in the neighborhood.

***CHOICE. GOAL N-2: Strive for a variety of housing choices in types, styles, and costs of housing throughout Millcreek.***

*Strategy 1.4: Support development projects in centers and mixed-use corridors that provide a variety of housing types and sizes to serve a range of demographic sectors and meet the needs of residents and families through various life stages and income levels.*

The R-M zone would allow to provide a style of housing in a mixed-use corridor predominantly occupied by Multi-family apartment complexes and duplexes.

## EXISTING CONDITIONS & FINDINGS:

1. The proposed development will amend 1,500 Square feet of a playground area and replace it with a 675 square foot pavilion/Gazebo with picnic tables; benches and a grill as an amenity to the development.

## PUBLIC MEETINGS

**Millcreek Community Council Meeting** – The proposed changes on development are not substantial enough to require recommendation from the Community Council.

**Planning Commission Meeting** – The proposed changes on development are not substantial enough to require recommendation from the Planning Commission.

## RECOMMENDATIONS AND CONCLUSIONS

**Conclusions –**

1. The proposal will meet the requirements set forth in MKZ 18.39 (Residential Mixed zone), 18.64 (Landscape standards) and 18.63 (Parking and Mobility Standards).

2. All development will be required to meet the minimum zoning and land use ordinances; to which the concept plan may likely evolve from what is currently presented for this rezone application.

3. Apart from the changes in amenities, the development is not envisioning any other changes to their proposal.

**Staff Recommendation –** Staff recommends that the Millcreek City Council take public comments and consider amending the current development agreement to allow the applicant to replace a playground with a pavilion/gazebo as part of their required amenities for their upcoming townhome proposal.

## MODEL MOTION

I move that the City Council recommend approval of application, file number ZM-25-003, as presented.

- **2023 Development Agreement**
- **Amended Development Agreement Draft**

**When recorded, return to:**

Millcreek
Attn: Jeff Silvestrini
3330 South 1300 East
Millcreek, UT 84106

# DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of _____, 2023, by and between LM Huang LLC ("Developer"), for the land to be included in or affected by the project located at approximately 3956-3960 South & 300 East, in Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes referred to as the "Parties."

## RECITALS

**WHEREAS**, Developer owns approximately 1.33 acres of real property located at 3956-3960 South & 300 East in Millcreek, Utah ("Property"). A legal description of the Property is attached hereto as Exhibit "A." The Parties desire that the Property be developed (the "Project") in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Property is zoned Residential R-2-10; and

**WHEREAS**, the Developer desires to rezone the entirety of the Property, as described in Exhibit "A" from the R-2-10 Zone to the R-M Multifamily Zone; and

**WHEREAS**, the Developer intends to develop the Property consistent with the concept plans Exhibit "C" and certain design criteria as identified in Exhibit "B"; and

**WHEREAS**, Developer hereby represent to the Millcreek Council that it is voluntarily entering into this Agreement; and

**WHEREAS**, Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives, and which

addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

**WHEREAS**, the City and Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the rezone and this Agreement; and

**WHEREAS,** the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police 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.

3. **Vested Rights.** Except as provided below the Parties intend that this Agreement grants Developer the right to develop the Project in fulfillment of this Agreement.

3.1 **Exceptions.** The vesting as specified above is subject to the following exceptions:

3.1.1. City's future laws/ordinances that Developer agrees writing to the application thereof to the Project. If Developer makes the election for the City's future laws to apply to the Project, then such future laws shall apply for the remaining duration of the Project;

3.1.2 State and Federal Compliance. 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;

3.1.3 Codes. City development standards, engineering requirements and supplemental specifications for Public Works and any new editions or replacement thereof and any 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;

3.1.4 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; or,

3.1.5 Fees. Changes to the amounts of 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.

3.1.6 Impact Fees. Impact Fees or modifications thereto which are adopted and imposed by the City.

3.1.7 Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

4. **Compliance with City Ordinances and Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable ordinances and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with applicable City standards.

5. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings on this matter.

6. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

7. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

8. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

9. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A and B are hereby incorporated into this Agreement.

10. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:

LM Huang LLC
2290 East Hampton View Court
Salt Lake City, UT, 84109

TO CITY:

Millcreek
Jeff Silvestrini, Mayor
3330 South 1300 East
Millcreek, Utah 84106

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

11. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or

more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

13. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer or and assignee shall be that of specific performance. Notwithstanding such limitation the City may withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Develop or any assignee.

14. **Term of Agreement.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

15. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

16. **Construction.** The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

17. **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

18. **No Waiver**. The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**Millcreek**

Jeff Silvestrini, Mayor

ATTEST:

Elyse Sullivan, MMC, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH )
:ss.
COUNTY OF SALT LAKE )

On the _____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn, did say that he is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

**DEVELOPER**

By: _____

Title: _____

OWNER/DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )
:ss.
COUNTY OF SALT LAKE )

On the _____ day of _____, 2023, personally appeared before me _____, who being by me duly sworn, did say that he is the Managing Member of the '_____, Limited Liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.

**Exhibit A**

**Parcel No. 16-31-376-019-0000, 16-31-376-020-0000**
**3956 South, 3960 South & 300 East.**

**Legal Description**

3956 South 300 East:

COM 370.85 FT S FR NE COR LOT 10 BLK 8 10 AC PLAT A BIG FIELD SUR S 58.14 FT W 345 FT N 58.14 FT E 345 FT TO BEG 0.5AC. 7790-0093 08258-1302 10708-6593 11109-0126

3960 South 300 East:

BEG 428.99 FT S FR NE COR LOT 10 BLK 8 10 AC PLAT A BF SUR S80 FT W 345 FT N 80 FT E 345 FT TO BEG 0.72 AC. 5077-447 5121-1041. 5333-1467 5333-1468 5343-0624 7598-0503 7727-20558941-3997 9045-5741 09209-3624 11109-0126

**Exhibit B**
Design Criteria

Developer and the City agree that the proposed development will incorporate the following:

1. **Height.** The height of the buildings will not exceed 30 feet in height.

2. **Setbacks.** The setbacks for the buildings will be as established on the attached site plan, Exhibit C.

3. **Parking.** The Project will include a total of 40 parking stalls, of which 28 will be within enclosed garages. Each unit will have a minimum two-car garage. Guest parking shall be located along the southernmost property line of the Project site, as depicted in the attached site plan, Exhibit C.

4. **Landscaping and Open Space.** The Project shall consist of 40 percent open space, and be landscaped according to Millcreek code (MKZ 19.77), as conceptually illustrated in Exhibit C.

5. **Amenities.** In addition to the open space requirement, the developer shall include a playground, gazebo that is 250 square feet in area, with tables, benches, grills, and trash receptacles. The Playground area shall be no less than 1,500 square feet in area and shall include an open-style fence surrounding the playground area. Amenities shall be located on the property, as depicted in Exhibit C.

6. **Uses.** The project shall consist of no more than fourteen attached residential units.

7. **Lighting.** The developer shall install one to two standard streetlights within the new park strip directly abutting the Property along 300 East.

8. **Materials.** The buildings facades shall consist of high quality, durable, low maintenance materials (e.g., composite siding and trellises, brick, stone, stucco, glass, and metal) in

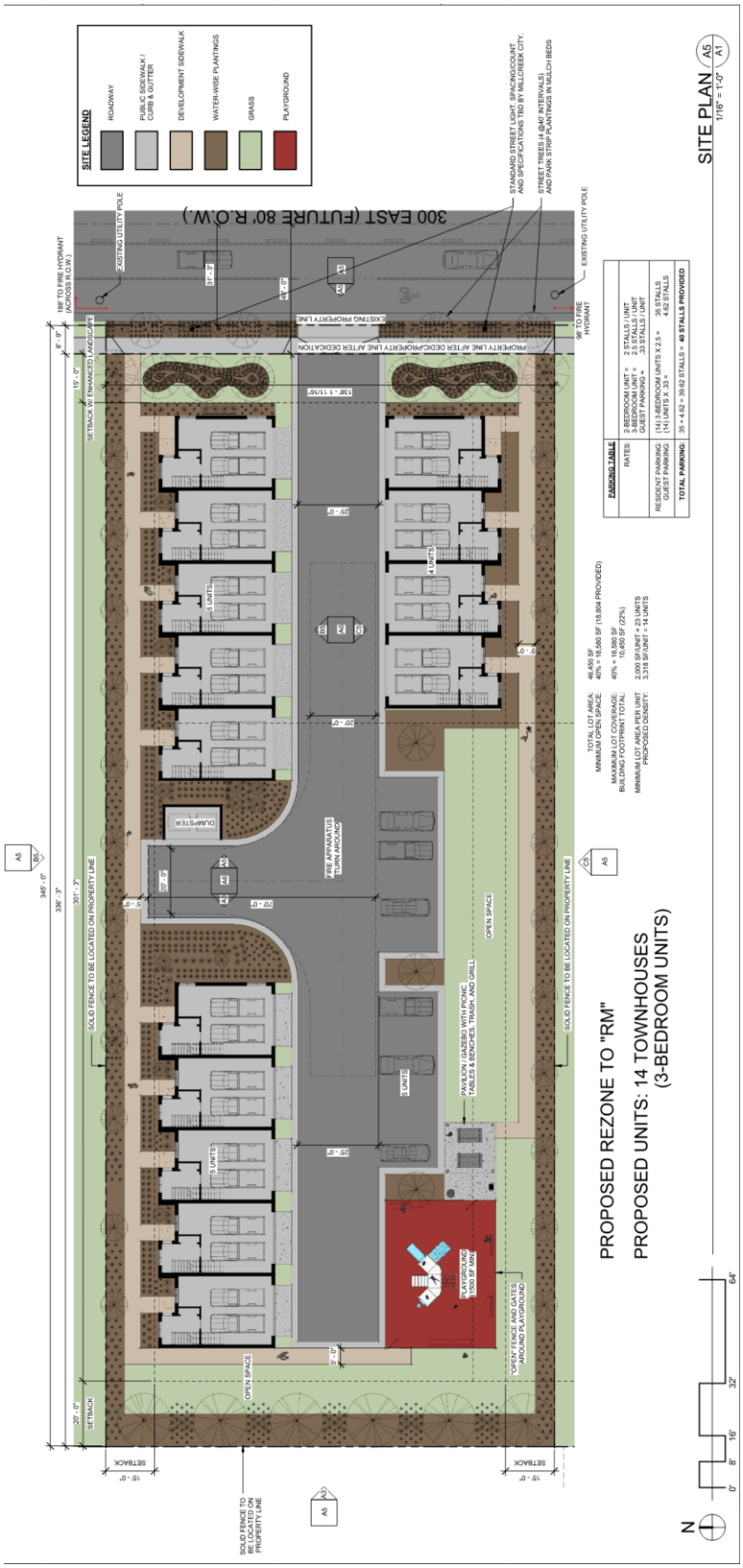
accordance with the R-M Zone ordinance. The arrangement of the materials and the windows will be as indicated in Exhibit C.

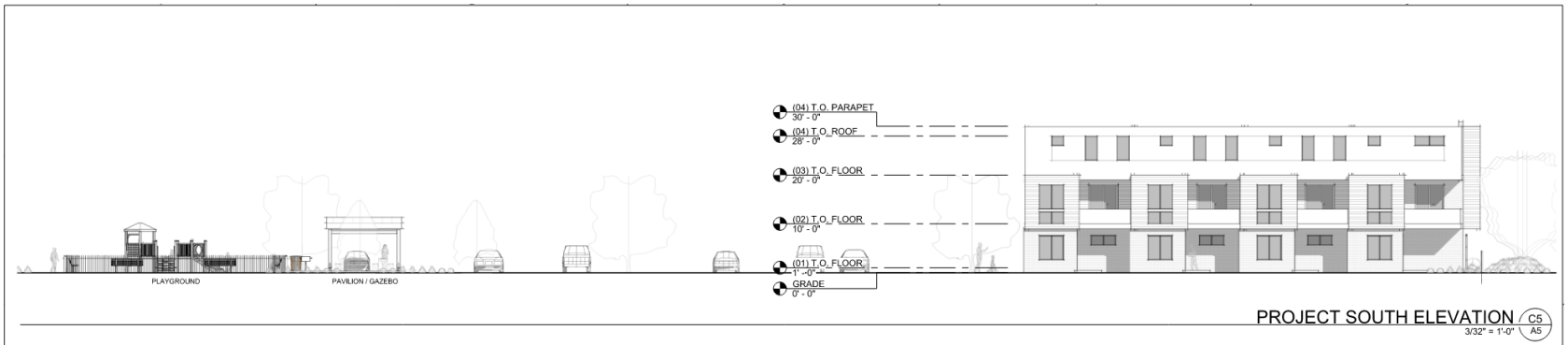
9. **Dedication.** Upon recording a subdivision plat, the Developer shall dedicate property abutting 300 East as public right-of-way, per Millcreek's 2019 Transportation Master Plan and provide a 10' wide public utility easement parallel to and abutting the new right-of-way. The Developer shall also install frontage improvement to the abutting right of way (including but not limited to curb, gutter, sidewalk, landscaped park strip, asphalt, utilities.) prior to receiving a certificate of occupancy.

10. **Utilities.** All utilities shall be routed within the public right-of-way and placed underground with the appropriate access and maintenance easements, including private irrigation systems, (subject to utility providers approval).

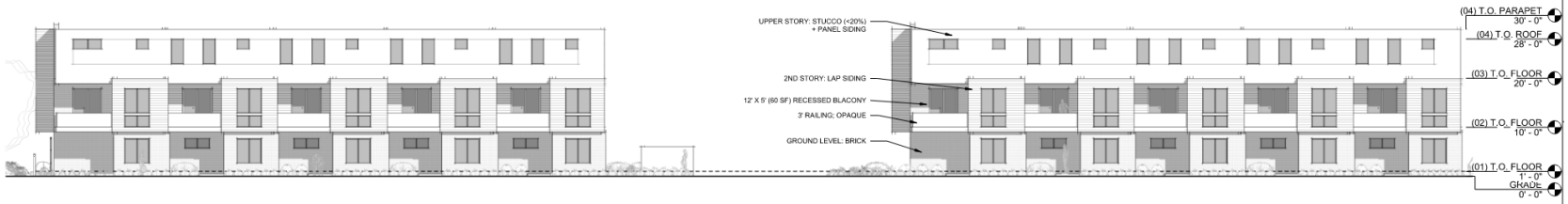
11. **Walkways.** Walkways shall be installed to connect sidewalks, open space, and amenities in a safe manner, and as depicted in Exhibit C.

# Exhibit C


SITE LEGEND
ROADWAY
PUBLIC SIDEWALK / CURB & GUTTER
DEVELOPMENT SIDEWALK
WATER-WISE PLANTINGS
GRASS
PLAYGROUND
300 EAST (FUTURE 80' R.O.W.)
EXISTING UTILITY POLE
STANDARD STREET LIGHT SPACING/COUNT AND SPECIFICATIONS TBD BY MILLCREEK CITY.
STREET TREES (4 @40' INTERVALS) AND PARK STRIP PLANTINGS IN MULCH BEDS
187' TO FIRE HYDRANT (ACROSS R.O.W.)
98' TO FIRE HYDRANT
EXISTING PROPERTY LINE
PROPERTY LINE AFTER DEDICATION
SETBACK (W/ ENHANCED LANDSCAPE)
SOLID FENCE TO BE LOCATED ON PROPERTY LINE
DUMPSTER
FIRE APPARATUS TURN AROUND
OPEN SPACE
PAVILION / GAZEBO WITH PICNIC TABLES & BENCHES, TRASH, AND GRILL
PLAYGROUND EQUIPMENT
OPEN FENCE AND GATES AROUND PLAYGROUND
SETBACK
PARKING TABLE
RATES:
2-BEDROOM UNIT = 2 STALLS / UNIT
3-BEDROOM UNIT = 2.5 STALLS / UNIT
GUEST PARKING = .33 STALLS / UNIT
RESIDENT PARKING: (14) 3-BEDROOM UNITS X 2.5 = 35 STALLS
GUEST PARKING: (14) UNITS X .33 = 4.62 STALLS
TOTAL PARKING: 35 + 4.62 = 39.62 STALLS = 40 STALLS PROVIDED
TOTAL LOT AREA: 46,450 SF
MINIMUM OPEN SPACE: 40% = 18,580 SF (18,884 PROVIDED)
MAXIMUM LOT COVERAGE: 40% = 18,580 SF
BUILDING FOOTPRINT TOTAL: 10,455 SF (22%)
MINIMUM LOT AREA PER UNIT: 3,000 SF/UNIT = 20 UNITS
PROPOSED DENSITY: 3,318 SF/UNIT = 14 UNITS
PROPOSED REZONE TO "RM"
PROPOSED UNITS: 14 TOWNHOUSES (3-BEDROOM UNITS)
SITE PLAN
1/16" = 1'-0"
N

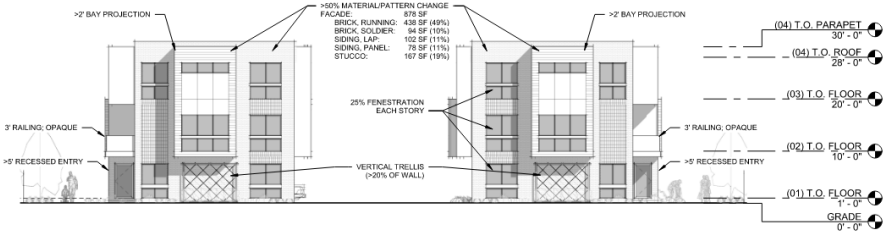



PROJECT SOUTH ELEVATION C5 / A5
3/32" = 1'-0"

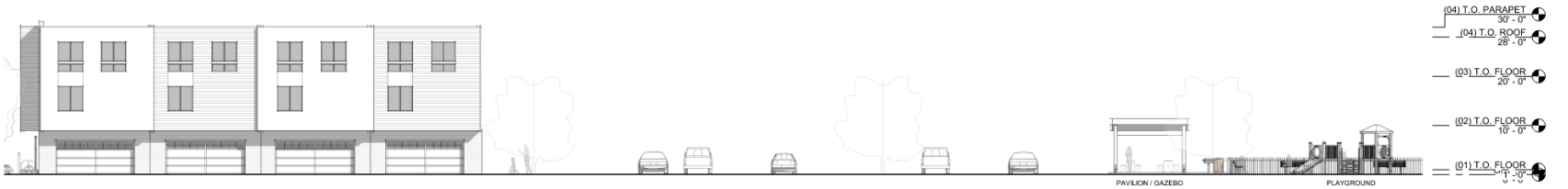



PROJECT NORTH ELEVATION B5 / A5
3/32" = 1'-0"

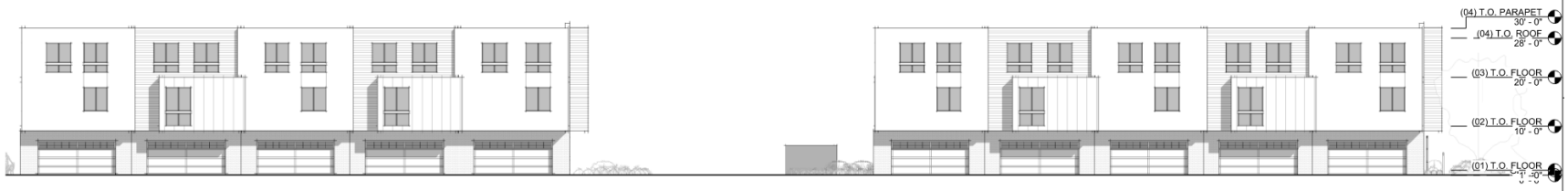
PROJECT WEST (REAR) ELEVATION A3 / A5
3/32" = 1'-0"




PROJECT EAST (300 EAST FRONTAGE) ELEVATION A5 / A5
3/32" = 1'-0"




INTERIOR DRIVE - SOUTH BUILDING NORTH ELEVATION C5 / A6
3/32" = 1'-0"




INTERIOR DRIVE - NORTH BUILDING SOUTH ELEVATION B5 / A6
3/32" = 1'-0"

INTERIOR DRIVE - WEST BUILDING EAST ELEVATION A3 / A6
3/32" = 1'-0"

INTERIOR DRIVE - EAST BUILDINGS WEST ELEVATIONS A5 / A6
3/32" = 1'-0"

**When recorded, return to:**

Millcreek
Attn: Jeff Silvestrini
1330 E Chambers Ave
Millcreek, UT 84106

# DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of _____, 2025, by and between LM Huang LLC ("Developer"), for the land to be included in or affected by the project located at approximately 3956-3960 South & 300 East, in Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes called the "Parties."

## RECITALS

**WHEREAS**, the Developer owns approximately 1.33 acres of real property located at 3956-3960 South & 300 East in Millcreek, Utah ("Property"). A legal description of the Property is attached hereto as Exhibit "A." The Parties desire that the Property be developed (the "Project") in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Property is zoned Residential R-2-10 and

**WHEREAS**, the Developer desires to rezone the entirety of the Property, as described in Exhibit "A," from the R-2-10 Residential Zone to the R-M Multifamily Zone and

**WHEREAS**, the Developer intends to develop the Property consistent with the certain design criteria as identified in Exhibit "B" and with the concept plans as shown in Exhibit "C" and

**WHEREAS**, Developer hereby represents to the Millcreek Council that it is voluntarily entering into this Agreement; and

**WHEREAS**, Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

**WHEREAS**, the City and Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the rezone and this Agreement; and

**WHEREAS,** the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for this Agreement except by written amendment to this Agreement executed and approved by the Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police 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.

3. **Vested Rights.** Except as provided below, the Parties intend that this Agreement grants the Developer the right to develop the Project to fulfill this Agreement.

3.1 **Exceptions.** The vesting, as specified above, is subject to the following exceptions:

3.1.1. City's future laws/ordinances that the Developer gives the City notice of its intent to comply with City's future laws/ordinances. If the Developer provides notice of its intent to abide by the City's future laws/ordinances, then such future laws/ordinances shall apply to the Project for the remaining duration of the entire Project;

3.1.2 State and Federal Compliance. 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;

3.1.3 Codes. City development standards, engineering requirements and supplemental specifications for Public Works and any new editions or replacement thereof and any 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;

3.1.4 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; or,

3.1.5 Fees. Changes to the fees for processing 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.

3.1.6 Impact Fees. Impact Fees or modifications thereto which are adopted and imposed by the City.

3.1.7 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

4. **Compliance with City Ordinances and Standards**. The Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable city ordinances and requirements necessary for the development of the Project, including the payment of fees and compliance with applicable City standards.

5. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit "B." The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings.

6. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

7. **Assignment.** Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without the other party's consent. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by the Developer.

8. **No Joint Venture, Partnership, or Third-Party Rights**. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties or any rights or benefits to third parties except as expressly provided herein.

9. **Integration, Modification and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by subsequent writing duly executed and approved by the parties hereto. Exhibits A and B are hereby incorporated into this Agreement.

10. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom it intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:

LM Huang LLC
2290 East Hampton View Court
Salt Lake City, UT, 84109

TO CITY:

Millcreek
Jeff Silvestrini, Mayor
1330 E Chambers Ave
Millcreek, Utah 84106

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

11. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

13. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement, and each Party waives any claims thereto. The sole remedy available to the Developer or assignee shall be specific performance. Notwithstanding such limitation, the City may withhold all further reviews, approvals, licenses, building permits, and/or other permits for the development of the Project in the case of a default by Develop or any assignee.

14. **Term of Agreement.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

15. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

16. **Construction.** The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

17. **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

18. **No Waiver**. The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed a subsequent waiver of the same right or any other right.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**Millcreek**

_____
Jeff Silvestrini, Mayor

ATTEST:

_____
Elyse Sullivan, MMC, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH )
: ss
COUNTY OF SALT LAKE )

On the _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

**DEVELOPER**

By: _____

Title: _____

OWNER/DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH )
: ss.
COUNTY OF SALT LAKE )

On the _____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that he is the Managing Member of the '_____, Limited Liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.

**Exhibit A**

**Parcel No. 16-31-376-019-0000, 16-31-376-020-0000**
**3956 South, 3960 South & 300 East.**

**Legal Description**

3956 South 300 East:

COM 370.85 FT S FR NE COR LOT 10 BLK 8 10 AC PLAT A BIG FIELD SUR S 58.14 FT W 345 FT N 58.14 FT E 345 FT TO BEG 0.5AC. 7790-0093 08258-1302 10708-6593 11109-0126

3960 South 300 East:

BEG 428.99 FT S FR NE COR LOT 10 BLK 8 10 AC PLAT A BF SUR S80 FT W 345 FT N 80 FT E 345 FT TO BEG 0.72 AC. 5077-447 5121-1041. 5333-1467 5333-1468 5343-0624 7598-0503 7727-20558941-3997 9045-5741 09209-3624 11109-0126

**Exhibit B**
Design and Improvement Criteria

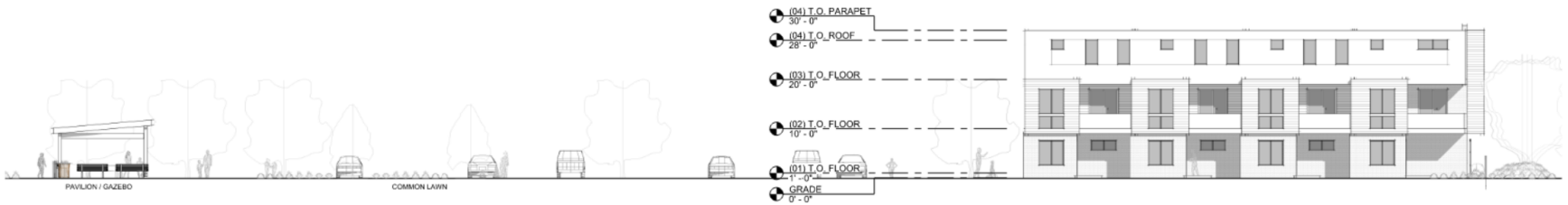
The Developer shall develop the Project consistent with the design and improvement criteria as identified below:

1. **Uses.** The Project shall consist of fourteen (14) total residential units within three (3) buildings, as depicted on Exhibit C.
    - Northwest building
        - Five-plex building, each unit containing a three-bedroom townhome.
    - Northeast building
        - Five-plex building, each unit containing a three-bedroom townhome.
    - Southeast building
        - Four-plex building, each unit containing a three-bedroom townhome.
2. **Height.** The height of the buildings shall not exceed thirty-five feet (30') in height, as measured from **4,274 ft** as depicted in Exhibit C.
3. **Setbacks.** The minimum building setbacks shall be according to the current R-M Zone and as depicted in Exhibit C.
4. **Parking.** The Project shall include a total of 40 parking stalls. 28 of which will be within enclosed garages. Each unit will have a minimum two-car garage. The remaining twelve (12) Guest parking stalls shall be located along the southernmost property line of the Project site, as depicted in the attached site plan, Exhibit C.
5. **Open Space and Amenities.** The minimum open space provided shall be according to the current R-M zone, and as depicted in Exhibit C. A 675 square foot pavilion/Gazebo with picnic tables, benches and a grill shall be provided as an amenity to the development.
6. **Materials.** The building's facades shall consist of high-quality, durable, low-maintenance materials (e.g., composite siding and trellises, brick, stone, stucco, glass, and metal) in accordance with the R-M Zone ordinance. The materials and windows shall be arranged according to the elevation sheets, as depicted in Exhibit C.
7. **Right-of-way improvements.** The Developer shall install frontage improvements along the 300 East right-of-way (including but not limited to curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities).

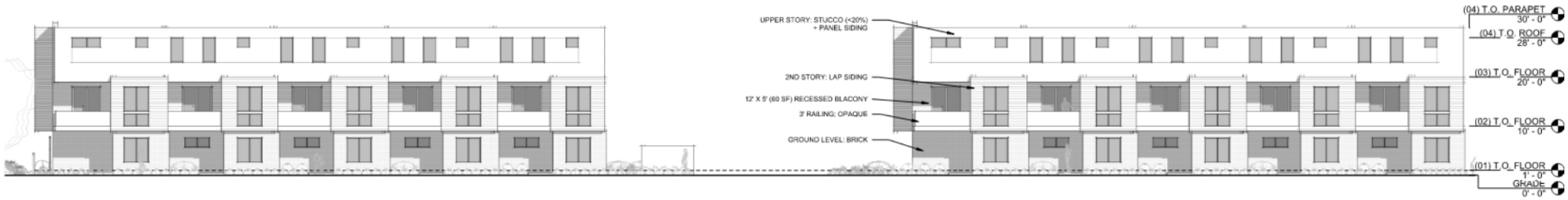
8. **Easement:** The Developer shall provide a ten-foot (10’) wide public utility easement abutting 300 East.

9. **Fencing:** Prior to obtaining a building permit, the developer shall install a decorative masonry fence at least six (6) feet tall along the property line abutting any single-family residential use.

**Exhibit C**
(Site plan and Elevations)

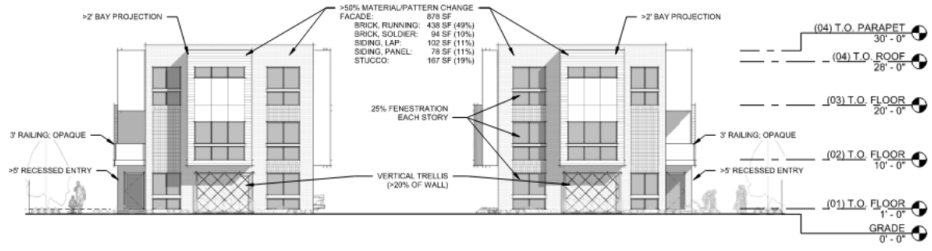



PROJECT SOUTH ELEVATION C5 / A5
3/32" = 1'-0"

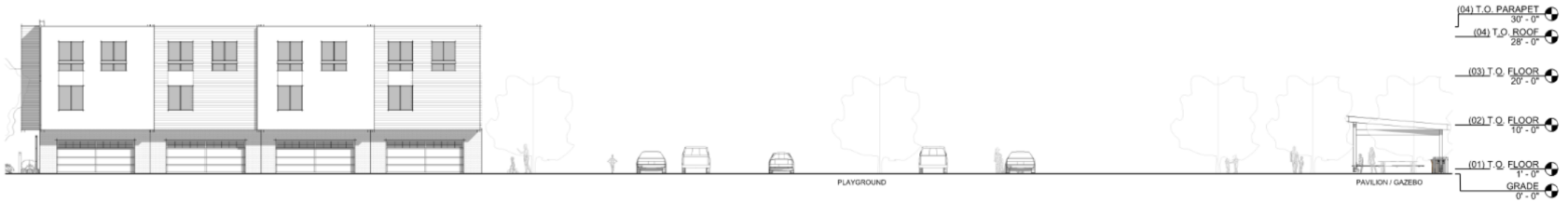



PROJECT NORTH ELEVATION B5 / A5
3/32" = 1'-0"

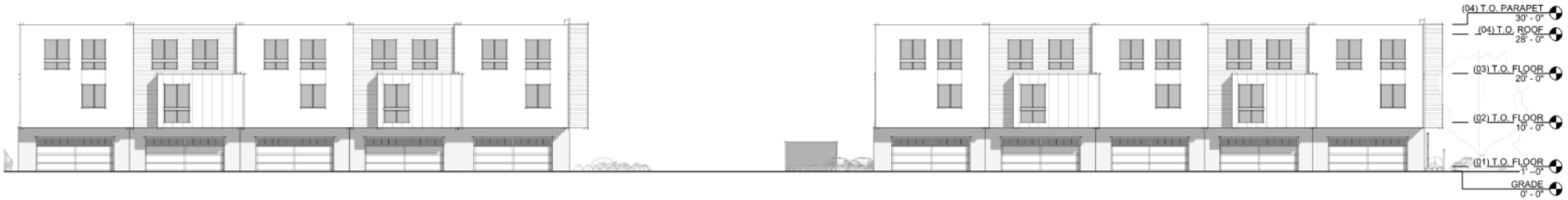
PROJECT WEST (REAR) ELEVATION A3 / A5
3/32" = 1'-0"



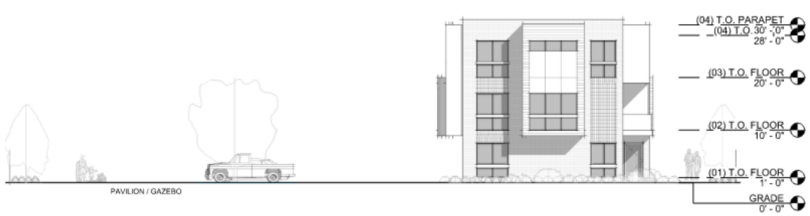

PROJECT EAST (300 EAST FRONTAGE) ELEVATION A5 / A5
3/32" = 1'-0"



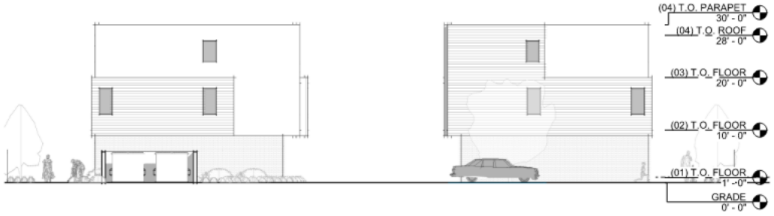

INTERIOR DRIVE - SOUTH BUILDING NORTH ELEVATION C5 / A6
3/32" = 1'-0"



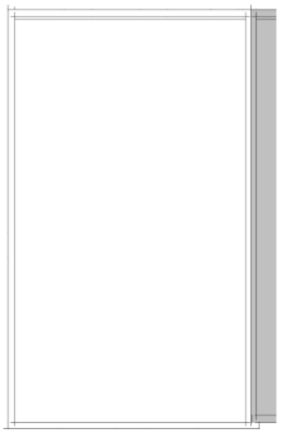

INTERIOR DRIVE - NORTH BUILDING SOUTH ELEVATION B5 / A6
3/32" = 1'-0"




INTERIOR DRIVE - WEST BUILDING EAST ELEVATION A3 / A6
3/32" = 1'-0"



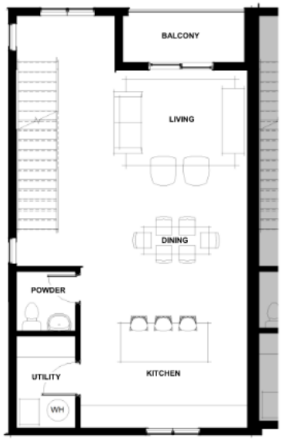

INTERIOR DRIVE - EAST BUILDINGS WEST ELEVATIONS A5 / A6
3/32" = 1'-0"



ROOF - REAR UNIT C2
3/16" = 1'-0" A7

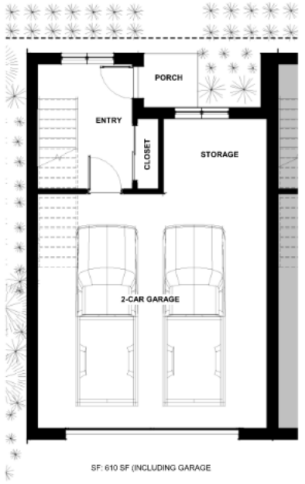
SF: 750 SF

THIRD LEVEL - REAR UNIT C3
3/16" = 1'-0" A7




SF: 700SF

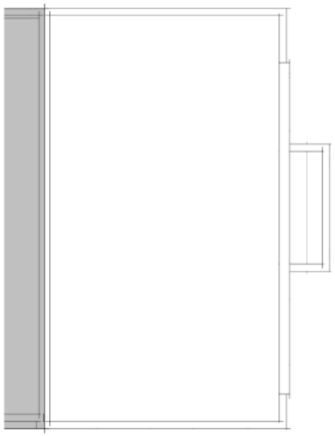
SECOND LEVEL - REAR UNIT C4
3/16" = 1'-0" A7




SF: 610 SF (INCLUDING GARAGE

ENTRY LEVEL - REAR UNIT C5
3/16" = 1'-0" A7

## TYPICAL REAR UNIT



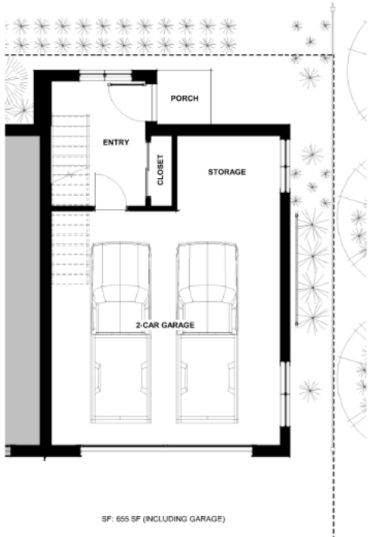
ROOF - FRONTAGE UNIT A2
3/16" = 1'-0" A7

SF: 795 SF

THIRD LEVEL - FRONTAGE UNIT A3
3/16" = 1'-0" A7

SF: 725 SF

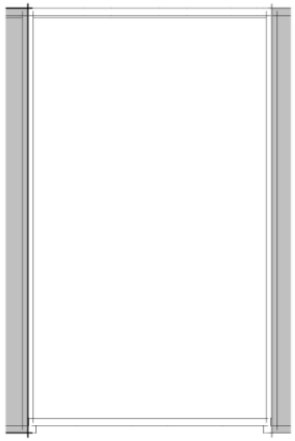
SECOND LEVEL - FRONTAGE UNIT A4
3/16" = 1'-0" A7



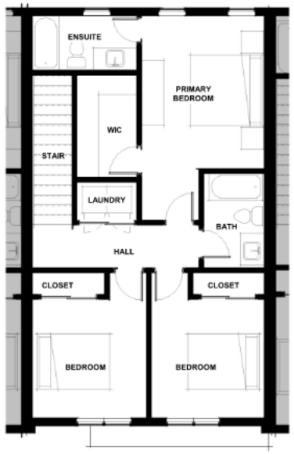

SF: 655 SF (INCLUDING GARAGE)

GROUND LEVEL - FRONTAGE UNIT A5
3/16" = 1'-0" A7

## TYPICAL FRONTAGE UNIT

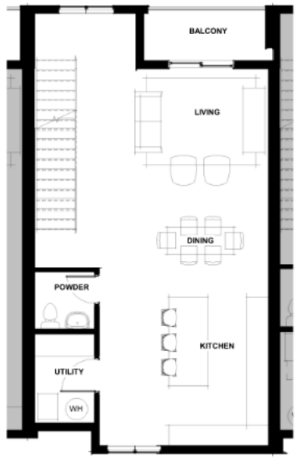


ROOFTOP - UNIT B (C2 / A8)
3/16" = 1'-0"



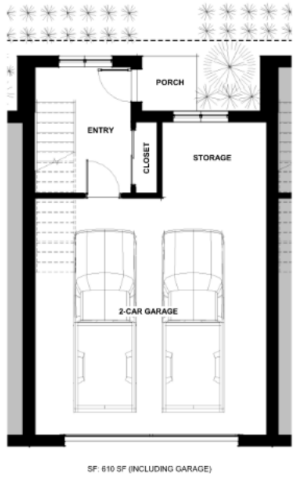

SF: 750 SF

THIRD LEVEL - UNIT B (C3 / A8)
3/16" = 1'-0"




SF: 715 SF

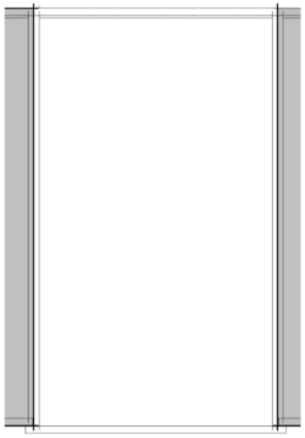
SECOND LEVEL - UNIT B (C4 / A8)
3/16" = 1'-0"




SF: 610 SF (INCLUDING GARAGE)

GROUND LEVEL - UNIT B (C5 / A8)
3/16" = 1'-0"

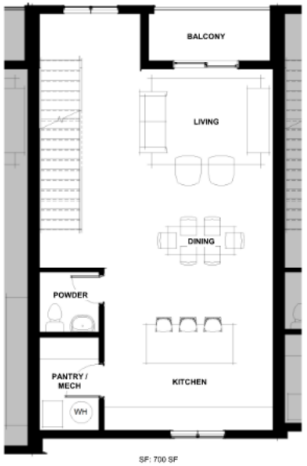
## INTERIOR UNIT - B



ROOFTOP - UNIT A (A2 / A8)
3/16" = 1'-0"

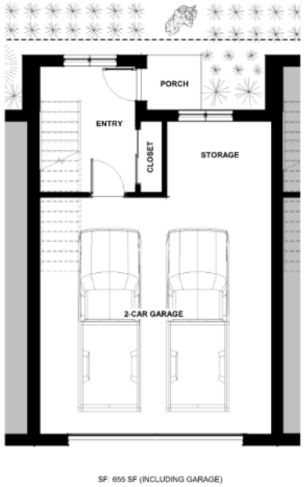
SF: 750 SF

THIRD LEVEL - UNIT A (A3 / A8)
3/16" = 1'-0"




SF: 700 SF

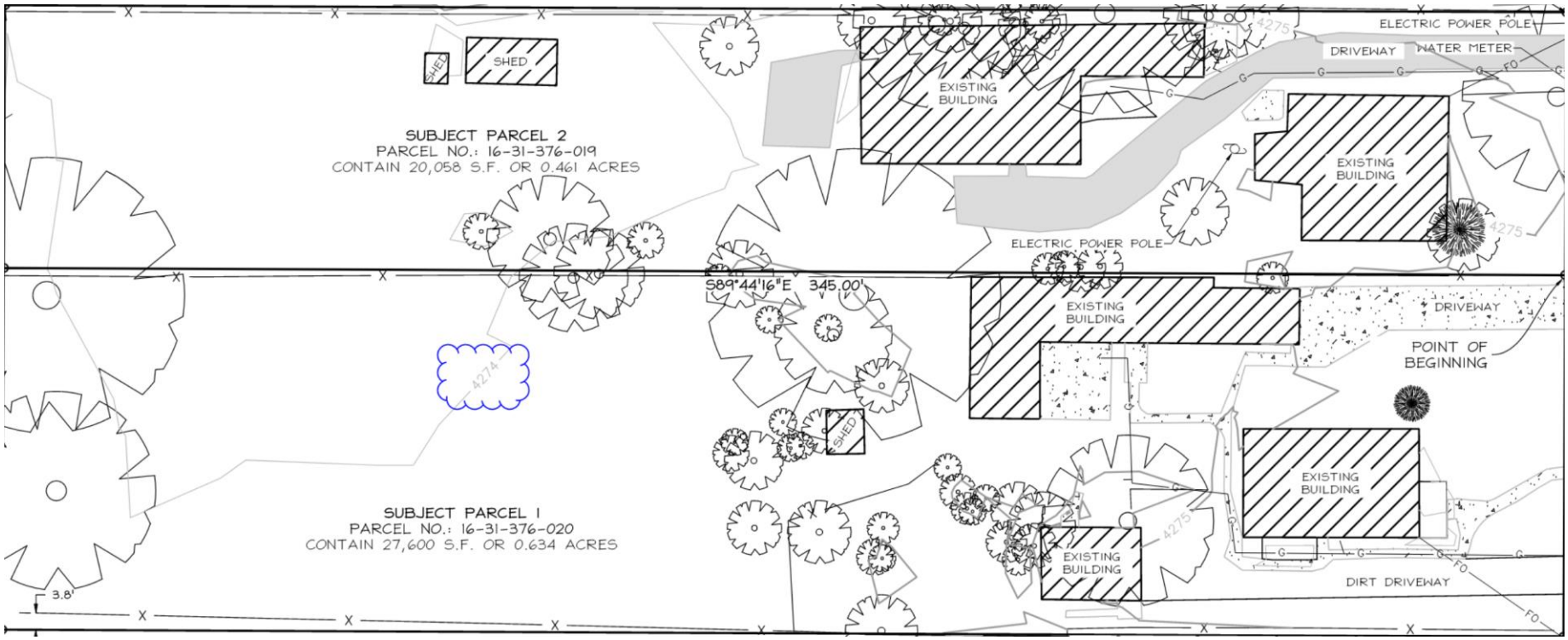
SECOND LEVEL - UNIT A (A4 / A8)
3/16" = 1'-0"




SF: 655 SF (INCLUDING GARAGE)

GROUND LEVEL - UNIT A (A5 / A8)
3/16" = 1'-0"

## INTERIOR UNIT - A


SHED
SHED
SUBJECT PARCEL 2
PARCEL NO.: 16-31-376-019
CONTAIN 20,058 S.F. OR 0.461 ACRES
EXISTING BUILDING
ELECTRIC POWER POLE
DRIVEWAY
WATER METER
EXISTING BUILDING
4275
ELECTRIC POWER POLE
S89°44'16"E 345.00'
EXISTING BUILDING
DRIVEWAY
POINT OF BEGINNING
4274
SHED
SUBJECT PARCEL 1
PARCEL NO.: 16-31-376-020
CONTAIN 27,600 S.F. OR 0.634 ACRES
EXISTING BUILDING
EXISTING BUILDING
DIRT DRIVEWAY
3.8'

**MILLCREEK, UTAH**
**ORDINANCE NO. 25-18**

**AN ORDINANCE AMENDING THE 2024-25 FISCAL YEAR BUDGET**

**WHEREAS**, the Millcreek Council ("*Council*") met in a regular session on May 27, 2025, to consider, among other things, amending the budget for the 2024-25 fiscal year; and

**WHEREAS**, the City Administration has presented a proposed amendment to the 2024-25 fiscal year budget (see attached Exhibit "A" identified as FY 2024-25 Budget Amendment #5); and

**WHEREAS**, on May 15, 2025, notice of a public hearing to consider the recommended amendment to the 2024-25 budget was published on the Utah Public Notice website, Millcreek website, and at City Hall; and

**WHEREAS**, on May 27, 2025, a public hearing to receive public comment to consider the amendments to the 2024-25 fiscal year budget was held at the Millcreek City Hall located at 1330 E Chambers Avenue, Millcreek, Utah; and

**WHEREAS**, all interested persons in attendance at the public hearing were given an opportunity to be heard, for or against, amending the budget for the 2024-25 fiscal year; and

**WHEREAS,** it is the intent and desire of the city to comply with all applicable State and local laws regarding the adoption of and the amendment to the 2024-25 fiscal year budget; and

**WHEREAS,** the Council finds that it has satisfied all legal requirements required to amend a budget.

**NOW, THEREFORE, BE IT ORDAINED** by the Council that the budget for the 2024-25 fiscal year is hereby amended as set forth in the attached Exhibit "A" identified as FY 2024-25 Budget Amendment #5. This ordinance shall take effect upon passage and posting as required by law.

**PASSED AND APPROVED** this 27th day of May 2025.

**MILLCREEK**

By: _____
Jeff Silvestrini, Mayor

**ATTEST:**

_____
Elyse Sullivan, City Recorder

| Roll Call Vote: | | |
|---|---|---|
| Silvestrini | Yes | No |
| Catten | Yes | No |
| DeSirant | Yes | No |
| Jackson | Yes | No |
| Uipi | Yes | No |

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 25-18: AN ORDINANCE AMENDING THE 2024-25 FISCAL YEAR BUDGET was adopted the 27th day of May, 2025 and that a copy of the foregoing Ordinance 25-18 was posted in accordance with Utah Code 10-3-711 this ____ day of May 2025.

_____
Elyse Sullivan, City Recorder

| General Fund | Account Description | Original Budget | 03/24/25 Amended Budget | 05/12/25 Proposed Amendments | Comments | 05/12/25 Proposed Budget |
|---|---|---|---|---|---|---|
| ***Revenue*** | | | | | | |
| 100-3490-3491 | Interdepartmental Admin Fees | 223,550 | 223,550 | 29,975 | Admin Fees:<br>$19,375 - Millcreek Center CRA<br>$10,150 - West Millcreek CRA<br>$ 450 - Woodland Ave CRA | 253,525 |
| 100-3700-3710 | Interfund Transfers | 135,000 | 135,000 | 45,000 | Increase in sponsorships for VO events | 180,000 |
| 100-3900-3920 | Budgetary Use of Fund Balance | 195,402 | 337,352 | (74,975) | | 262,377 |
| | **Revenue Totals** | | | - | | |

| Capital Project Funds | Account Description | Original Budget | 03/24/25 Amended Budget | 05/12/25 Proposed Amendments | | Comments | 05/12/25 Proposed Budget |
|---|---|---|---|---|---|---|---|
| **Fund: 450 - Capital Projects Fund** | | | | | | | |
| ***Revenue*** | | | | | | | |
| 450-3600-3610 | Interest Income | 100,000 | 100,000 | 400,000 | | YTD = $457,888 | 500,000 |
| 450-3800-3840 | Contributions - Private Grants | | | 41,000 | | YTD = $40,640 from RMP | 41,000 |
| 450-3900-3920 | Budgetary Use of Fund Balance | 11,742,500 | 14,005,579 | (441,000) | | | 13,564,579 |
| | **Revenue Totals** | **11,842,500** | **14,105,579** | **-** | | | **14,105,579** |
| **Fund: 451 - Millcreek Common Phase II** | | | | | | | |
| ***Revenue*** | | | | | | | |
| 451-3310-3312 | Federal Grants - Capital | 2,400,000 | 2,400,000 | 100,000 | | Grant award is $2,500,000 | 2,500,000 |
| 451-3330-3332 | Local Grants - Capital | 1,500,000 | 1,500,000 | | | | 1,500,000 |
| 451-3900-3910 | Transfer from Other Funds | 3,500,000 | 3,500,000 | 670,000 | A | Transfer from Fund 460 - Park Impact Fee Fund | 4,170,000 |
| | Budgetary Use of Fund Balance | | | | | | |
| | **Revenue Totals** | **7,400,000** | **7,400,000** | **770,000** | | | **8,170,000** |
| ***Expenditures*** | | | | | | | |
| 451-5410-7370 | MC Phase II - Design & Construction | 7,400,000 | 7,400,000 | 770,000 | | | 8,170,000 |
| 451-9000-9010 | Budgetary Addition to Fund Balance | | | | | | |
| | **Expenditure Totals** | **7,400,000** | **7,400,000** | **770,000** | | | **8,170,000** |
| | | | | - | | | - |
| **Fund: 460 - Park Impact Fund** | | | | | | | |
| ***Revenue*** | | | | | | | |
| 460-3420-3421 | Park Impact Fees | 75,000 | 75,000 | | | | 75,000 |
| 460-3600-3610 | Interest Income | 15,000 | 15,000 | | | | 15,000 |
| 460-3900-3920 | Budgetary Use of Fund Balance | | | 670,000 | | | 670,000 |
| | **Revenue Totals** | **90,000** | **90,000** | **670,000** | | | **760,000** |
| ***Expenditures*** | | | | | | | |
| 460-9000-9010 | Budgetary Addition to Fund Balance | 90,000 | 90,000 | | | Current cash balance = $672,476 | 90,000 |
| 452-9000-XXXX | Transfer to Other Funds | | | 670,000 | A | Transfer to Fund 451 - MC Phase II | 670,000 |
| | **Expenditure Totals** | **90,000** | **90,000** | **670,000** | | | **760,000** |
| | | | | - | | | - |

| Stormwater Utility Fund | Account Description | Original Budget | Current Budget | 05/12/25 Proposed Amendments | Comments | 05/12/25 Proposed Budget |
|---|---|---|---|---|---|---|
| ***Revenue*** | | | | | | |
| 510-3310-3311 | Federal Grants | | 2,270,250 | | Federal Pre-disaster Mitigation grant; for design of Neff's Cyn Debris Basin | 2,270,250 |
| 510-3420-3420 | Storm Water Fees | 3,300,000 | 3,300,000 | | YTD = $2,501,438 (9 months' of revenue) | 3,300,000 |
| 510-3600-3601 | Miscellaneous Revenue | | | 100 | Stormwater application fees | 100 |
| 510-3600-3610 | Interest Income | 20,000 | 20,000 | 150,000 | YTD = $163,080 | 170,000 |
| | **Totals** | | | **150,100** | | |
| ***Expenses*** | | | | | | |
| 510-5610-2240 | Uniforms | | | 600 | | 600 |
| 510-5610-3205 | Contracted Services - Utility Billing | | | 84,000 | RMP $7,000 x 12 months | 84,000 |
| 510-5610-7340 | Cap Outlay - Storm Drain System | 1,935,000 | 1,178,250 | 65,500 | | 1,243,750 |
| | **Totals** | | | **150,100** | | |
| | | | | - | | |

Millcreek, Utah

May 27, 2025

The City Council (the "Council") of Millcreek, Utah (the "City"), met for a regular meeting at the regular meeting place of the City Council in Millcreek, Utah, on May 27, 2025, at the hour of 7:00 p.m. with the following members of the Council being present:

| | |
|---|---|
| Jenn Silvestrini | Mayor |
| Silvia Catten | Councilmember |
| Thom DeSirant | Councilmember |
| Cheri Jackson | Councilmember |
| Bev Uipi | Councilmember |

Also present:

| | |
|---|---|
| Mike Winder | City Manager |
| Elyse Sullivan | City Recorder |
| Lisa Dudley | Finance Director |

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, there was presented to the City Council a Certificate of Compliance with Open Meeting Law with respect to this May 27, 2025, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

**MILLCREEK, UTAH**
**RESOLUTION NO. 25-19**

**A RESOLUTION OF THE CITY COUNCIL OF MILLCREEK, UTAH (THE "CITY"), AUTHORIZING AND APPROVING THE FORM OF AN INTERLOCAL SALES TAX PLEDGE AGREEMENT AND THE ISSUANCE OF THE CITY OBLIGATION (AS DEFINED HEREIN) CREATED THEREUNDER; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE CITY OBLIGATION, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE CITY OBLIGATION MAY MATURE, AND THE MAXIMUM INTEREST RATE WHICH THE CITY OBLIGATION MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE CITY OBLIGATION MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING A SUPPLEMENTAL INDENTURE AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; ACKNOWLEDGING THE ISSUANCE AND SALE BY THE MILLCREEK COMMUNITY REINVESTMENT AGENCY, UTAH OF SALES TAX AND TAX INCREMENT REVENUE BONDS, SERIES 2025; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS**

**WHEREAS**, pursuant to the Limited Purpose Local Government Entities–Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the "Redevelopment Act"), the City is authorized to grant or contribute funds to the Community Reinvestment Agency of Millcreek, Utah (the "Agency"), for redevelopment projects; and

**WHEREAS**, the community reinvestment area plan (the "CRA Plan") for the Millcreek Center Community Reinvestment Area ("Millcreek Center CRA") has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of said CRA Plan have been duly complied with; and

**WHEREAS**, in order to (i) finance land acquisition and improvements permitted under the CRA Plan and related improvements (the "Project") located within the Millcreek Center CRA; (ii) fund a debt service reserve fund (if necessary), and (iii) pay costs associated with the issuance of the Series 2025 Bonds, the Agency is issuing its Sales Tax and Tax Increment Revenue Bonds, Series 2025 (or such other name and series designation determined by the Agency) (the "Series 2025 Bonds") pursuant to the Redevelopment Act, and a General Indenture and Supplemental Indenture (together, the "Bond Indenture"); and

**WHEREAS**, the City desires to pledge certain sales tax moneys to be received by the City to assist in repaying the Series 2025 Bonds to the extent other revenues are insufficient therefor pursuant to an Interlocal Sales Tax Pledge Agreement by and between the City and the Agency (the "Sales Tax Agreement"), substantially in the form attached hereto as Exhibit B;

**WHEREAS**, the City desires to treat the pledge of sales tax revenues by the City under the Sales Tax Agreement (the "City Obligation") as a bond for purposes of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code (the "Bond Act"); and

**WHEREAS**, the City Obligation created under the Sales Tax Agreement shall be issued pursuant to the Bond Act and under the General Indenture of Trust dated as of July 1, 2019, as previously amended and supplemented and as further supplemented by a Third Supplemental Indenture of Trust (collectively, the "Sales Tax Indenture"), in substantially the forms attached hereto as Exhibit C, and all other laws thereunto pertaining; and

**WHEREAS**, the Bond Act provides that prior to issuing new money bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

**WHEREAS**, the City desires to publish a Notice of Public Hearing and Bonds to Be Issued with respect to the City Obligation, which is to be treated as a bond for purposes of the Bond Act, in compliance with the Bond Act; and

**WHEREAS**, pursuant to Sections 11-14-316, and 11-14-318 of the Bond Act, the Notice of Public Hearing and Bonds to Be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the City Obligation, and (c) initiate a 30-day contestability period in which any person of interest may contest the City Obligation; and

**WHEREAS**, in order to give the City flexibility in carrying out the issuance of the Series 2025 Bonds and the City's pledge under City Obligation, the City Council desires to grant to any one of the Mayor, the City Manager, or the Finance Director (each a "Designated Officer") the ability to determine principal amounts, interest rates, terms, maturities and redemption features of the Series 2025 Bonds along with the terms and conditions of the City's pledge of the City Obligation under the Sales Tax Agreement in conjunction therewith; and

**WHEREAS**, the Series 2025 Bonds shall be limited obligations of the Agency and shall be payable solely from the Pledged Revenues (as defined in the Indenture), as applicable, including the revenues derived from City as described in the Sales Tax Agreement;

**NOW, THEREFORE**, it is hereby resolved by the City Council of Millcreek, Utah, as follows:

Section 1. Terms defined in the foregoing recitals hereto shall have the same meaning when used in this Resolution.

Section 2. For the purpose of (a) financing the Project, (b) funding a reserve fund (with respect to the 2025 Bonds), and (c) paying costs of issuance of the Series 2025 Bonds, the City hereby acknowledges the issuance of the Series 2025 Bonds by the Agency which shall be designated "Millcreek Community Reinvestment Agency, Utah Sales Tax and Tax Increment Revenue Bonds, Series 2025" (to be issued from time to time as one or more series and with such

other series or title designation(s) as may be determined by the Agency) in the aggregate principal amount of not to exceed $25,000,000.

Section 3. The principal amount of the City Obligation shall not exceed an aggregate principal amount of $25,000,000. The City Obligation shall mature in not more than thirty-two (32) years from its date or dates, shall bear interest at a rate or rates of not to exceed seven percent (7.00%) per annum, as shall be approved by the Designated Officers, all within the parameters set forth herein. The Series 2025 Bonds (repayment of which is secured by the City Obligation) shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof.

Section 4. Upon execution of the Sales Tax Agreement, the City Obligation will constitute a limited obligation of the City payable solely from and to the extent of the sources set forth in the Sales Tax Agreement. No provision of this Resolution or the Sales Tax Agreement, or any other instrument, shall be construed as creating a general obligation of the City, the State of Utah or any political subdivision thereof.

Section 5. The Designated Officers or other appropriate officials of the City are hereby authorized and directed to execute and deliver the City Obligation which shall include the Sales Tax Agreement and the Sales Tax Indenture provided that such terms therein do not exceed the parameters outlined herein.

Section 6. In accordance with the provisions of the Bond Act, the City directs its officers and staff to cause a "Notice of Public Hearing and Bonds to be Issued" (the "Notice"), to be published in substantially the form attached hereto as Exhibit D. The City will hold a public hearing on June 23, 2025 to receive input from the public with respect to (a) the Sales Tax Agreement and Sales Tax Indenture in connection therewith the issuance of the City Obligation, which is to be considered a bond for purposes of the Bond Act and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2025 Bonds (repayment of which is secured by the City Obligation) will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the office of the City Recorder, for public examination during the regular business hours of the City until at least thirty (30) days from and after the initial date of publication thereof.

Section 7. The City hereby reserves the right to opt not to execute the Sales Tax Agreement or issue the City Obligation for any reason.

Section 8. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by the officers of the City directed toward the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 9. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

**APPROVED AND ADOPTED** this May 27, 2025.

**MILLCREEK**

By:_____
**Jeff Silvestrini**, Mayor

**ATTEST**:

_____
**Elyse Sullivan,** City Recorder

Roll Call Vote:

| | | |
|---|---|---|
| Silvestrini | Yes | No |
| Catten | Yes | No |
| DeSirant | Yes | No |
| Jackson | Yes | No |
| Uipi | Yes | No |

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH )
: ss.
COUNTY OF SALT LAKE )

I, Elyse Sullivan, the duly appointed and qualified City Recorder of Millcreek, Utah (the "City"), do hereby certify:

(a) The foregoing pages are a true, correct and complete copy of a resolution duly adopted by the City Council of the City (the "City Council") had and taken at a lawful regular meeting of said City Council held at the City's offices in Millcreek, Utah, on May 27, 2025 (the "Resolution"), commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the City Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

(b) I further certify that the Resolution, with all exhibits attached, was deposited in my office on May 27, 2025, and pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was published no less than fourteen (14) days before the public hearing date (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required by Section 45-1-101, Utah Code.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this May 27, 2025.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Elyse Sullivan, the undersigned City Recorder of Millcreek, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time, and place of the May 27, 2025, public meeting held by the City Council of the City (the "City Council"), by causing such Notice, in the form attached hereto as Schedule 1,

(i) to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website, and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

(SEAL)

By:_____
City Recorder

Attachments:
SCHEDULE 1–NOTICE OF MEETING
SCHEDULE 2–ANNUAL MEETING NOTICE

# Millcreek City Council, Community Reinvestment Agency, & Millcreek Community Foundation Meeting Agenda

Public Notice is hereby given that the City Council of Millcreek will assemble in site visits and a regular public meeting on Tuesday, **27 May 2025** at City Hall, 1330 E. Chambers Avenue, Millcreek, Utah 84106, commencing at **5:00 p.m.** for the site visits and **7:00 p.m**. for the regular meeting. The Community Reinvestment Agency will assemble in a regular public meeting and the Millcreek Community Foundation will assemble in special public meeting which will commence when the City Council meeting has recessed or concluded.

---

**5:00 p.m. – SITE VISITS:**

1. Site Visits to the Westerly (3257 S Richmond Street) and The Richmond Apartments (1280 E Villa Vista Avenue)

**7:00 p.m. - REGULAR MEETING:**

**1. Welcome, Introduction and Preliminary Matters**

1.1 Pledge of Allegiance
1.2 Unified Police Department Millcreek Precinct Officer of the Month for April 2025
1.3 Public Comment
*Audience members may bring any item to the Council's attention. Comments are subject to the Public Comment and Policy set forth below. State Law prohibits the Council from acting on items that do not appear on the agenda.*

**2. Planning Matters First Readings**

2.1 *ZM-25-001*, Request for Rezone from the R-1-8 (Residential Single Family) to the R-M (Residential Multi-Family) Zone with a Development Agreement at Approximately 4261 S 700 E by Applicant Myles Mayne
2.2 *ZM-25-003*, Request for an Amendment to a Development Agreement at Approximately 3956-3960 S 300 E by Applicant Dwight Yee

**3. Financial Matters**

3.1 **Public Hearing** to Consider Amending the Fiscal Year 2024-2025 Budget
3.2 Discussion and Consideration of **Ordinance 25-18**, Amending the 2024-25 Fiscal Year Budget
3.3 Discussion and Consideration of **Resolution 25-19**, A Resolution Of The City Council Of Millcreek, Utah (The "City"), Authorizing And Approving The Form Of An Interlocal Sales Tax Pledge Agreement And The Issuance Of The City Obligation (As Defined Herein) Created Thereunder; Fixing The Maximum Aggregate Principal Amount Of The City Obligation, The Maximum Number Of Years Over Which The City Obligation May Mature, And The Maximum Interest Rate Which The City Obligation May Bear And The Maximum Discount From Par At Which The City Obligation May Be Sold; Providing For The Publication Of A Notice Of Public Hearing And Bonds To Be Issued; Providing For The Running Of A Contest Period And Setting Of A Public Hearing Date; Authorizing A Supplemental Indenture And Other Documents Required In Connection Therewith; Acknowledging The Issuance And Sale By The Millcreek Community Reinvestment Agency, Utah Of Sales Tax And Tax Increment Revenue Bonds, Series 2025; And Authorizing The Taking Of All Other Actions Necessary To The Consummation Of The Transactions Contemplated By This Resolution; And Related Matters
3.4 Fiscal Year 2025-2026 Budget Discussion

**4. Business Matters**

4.1 Discussion and Consideration of **Resolution 25-20**, Approving a Grant Award Contract with the State of Utah Division of Outdoor Recreation for Funding Pursuant to the Utah Outdoor Recreation Grant

**5. Reports**

5.1 Mayor's Report
5.2 City Council Member Reports
5.3 Treasurer's Report
5.4 Staff Reports
5.5 Unified Police Department Report

**6. New Items for Subsequent Consideration**

**7. Calendar of Upcoming Meetings**

- Mt. Olympus Community Council Mtg., 6/2/25, 6:00 p.m.
- Millcreek Community Council Mtg., 6/3/25, 6:30 p.m.
- Canyon Rim Citizens Association Mtg., 6/4/25, 7:00 p.m.
- East Mill Creek Community Council Mtg., 6/5/25, 6:30 p.m.
- City Council Mtg. 6/9/25 7:00 p.m.

**8. Closed Session per Utah Code §52-4-205 (A) Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual, and (C) Strategy Sessions to Discuss Pending or Reasonably Imminent Litigation**

**9. Adjournment**

**Community Reinvestment Agency Convening**

1. **Public Hearing** to Consider Amending the Fiscal Year 2024-2025 Budget
2. Discussion and Consideration of **Resolution 25-03**, Amending the Community Reinvestment Agency (CRA) Annual Budget for the Fiscal Year Beginning July 1, 2024, and Ending June 30, 2025
3. Discussion and Consideration of **Resolution 25-02**, A Resolution Of The Board Of Directors (The "Board") Of The Millcreek Community Reinvestment Agency (The "Agency") Authorizing The Issuance And Sale Of The Agency's Sales Tax And Tax Increment Revenue Bonds, Series 2025 (In One Or More Series And With Such Additional Or Alternate Designations As The Agency May Determine) In The Aggregate Principal Amount Of Not To Exceed $25,000,000 (The "Series 2025 Bonds"); Fixing The Maximum Aggregate Principal Amount Of The Series 2025 Bonds, The Maximum Number Of Years Over Which The Series 2025 Bonds May Mature, The Maximum Interest Rate Which The Series 2025 Bonds May Bear, And The Maximum Discount From Par At Which The Series 2025 Bonds May Be Sold; Delegating To Certain Officers Of The Agency And The City The Authority To Approve The Final Terms And Provisions Of The Series 2025 Bonds Within The Parameters Set Forth Herein Including The Time And Method Of Sale And Selection Of An Underwriter/Purchaser; Providing For The Publication Of A Notice Of Bonds To Be Issued; Providing For The Running Of A Contest Period; Authorizing And Approving The Execution Of A General Indenture, A Supplemental Indenture, A Bond Purchase Agreement, An Interlocal Sales Tax Pledge Agreement, And Other Documents Required In Connection Therewith; Authorizing The Taking Of All Other Actions Necessary To The Consummation Of The Transactions Contemplated By This Resolution; And Related Matters
4. Approval of May 12, 2025 Regular Meeting Minutes
5. Adjournment

**Millcreek Community Foundation Convening**

1. **Public Hearing** to Consider Amending the Fiscal Year 2024-2025 Budget

2. Discussion and Consideration of **Resolution 25-05**, Amending the Millcreek Community Foundation Annual Budget for the Fiscal Year Beginning July 1, 2024, and Ending June 30, 2025
3. Approval of May 12, 2025 Special Meeting Minutes
4. Adjournment

In accordance with the Americans with Disabilities Act, Millcreek will make reasonable accommodation for participation in the meeting. Individuals may request assistance by contacting the ADA Coordinator, 801-214-2751 or adainfo@millcreekut.gov, at least 48 hours in advance of the meeting.

Public Comment Policy and Procedure: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Council may be asked to complete a written comment form and present it to the City Recorder. In general, the Chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the Chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The Chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action. *Public comment can be submitted via the City's website at:* https://www.millcreekut.gov/FormCenter/Contact-Us-5/Public-Comments-61.

The meetings will be live streamed via the City's website at: https://www.millcreekut.gov/373/Meeting-Live-Stream. The Council may convene in an electronic meeting. Council members may participate from remote locations and may be connected to the electronic meeting by GoToMeeting, Zoom, or telephonic communications. The anchor location will be City Hall.

THE UNDERSIGNED DULY APPOINTED RECORDER FOR THE MUNICIPALITY OF MILLCREEK HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS EMAILED OR POSTED TO:

| | | |
|---|---|---|
| City Hall | City Website | Utah Public Notice Website |
| Those Listed on the Agenda | https://www.millcreekut.gov/ | https://www.utah.gov/pmn |

DATE: May 22, 2025 RECORDER: Elyse Sullivan

Agenda items may be moved in order, sequence, and time to meet the needs of the Council.

# MILLCREEK MEETING SCHEDULE
# 2025

All Millcreek meetings and hearings are open to the public and held every month at City Hall, located at 1330 E. Chambers Avenue, Millcreek, Utah 84106, unless otherwise posted.

## City Council

**2nd & 4th Monday**
**Regular Meeting – 7:00 p.m.**
**Work Meeting – 5:00 p.m.** (as needed)

## Community Reinvestment Agency

**2nd & 4th Monday** (as needed, same dates as City Council)
**Regular Meeting – 7:00 p.m.,** or as soon thereafter as the City Council meeting recesses/concludes

*Meetings conflicting with holidays will be conducted the following Tuesday*

| | | | |
|---|---|---|---|
| **January 13** | **January 27** | **February 10** | **February 24** |
| **March 10** | **March 24** | **April 14** | **April 28** |
| **May 12** | **May 27** (Tuesday) | **June 9** | **June 23** |
| **July 14** | **July 28** | **August 11** | **August 25** |
| **September 8** | **September 22** | **October 13** | **October 27** |
| **November 10** | **November 24** | **December 8** | **December 15** (Third Monday) |

## Planning Commission

**3rd Wednesday**
**Regular Meeting – 5:00 p.m.**

| | | | |
|---|---|---|---|
| **January 15** | **February 19** | **March 19** | **April 16** |
| **May 21** | **June 18** | **July 16** | **August 20** |
| **September 17** | **October 15** | **November 19** | **December 17** |

## Historic Preservation Commission

**2nd Thursday** (as needed)
**Regular Meeting – 6:00 p.m.**

| | | | |
|---|---|---|---|
| **January 9** | **February 13** | **March 13** | **April 10** |
| **May 8** | **June 12** | **July 10** | **August 14** |
| **September 11** | **October 9** | **November 13** | **December 11** |

## Millcreek Community Foundation

**2nd Monday in July**
**Regular Meeting – 7:00 p.m.** (or as soon thereafter as the city council meeting concludes)

**July 14**

*Meeting dates and times are subject to change or cancellation.*

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during any meeting or hearing should notify City Hall, (801) 214-2700 or adainfo@millcreekut.gov, at least two days prior to the meeting date.

EXHIBIT B

PLEDGE AGREEMENT

# INTERLOCAL SALES TAX PLEDGE AGREEMENT

This INTERLOCAL SALES TAX PLEDGE AGREEMENT (the "Agreement") is entered into as of _____, 2025, by and between MILLCREEK, UTAH (the "City") a municipal corporation and political subdivision of the State of Utah and the MILLCREEK COMMUNITY REINVESTMENT AGENCY(the "Agency"), a redevelopment agency existing under the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended ("Utah Code") (the "Redevelopment Act").

W I T N E S S E T H:

WHEREAS, the Agency has been established by the City for the purpose of redeveloping and developing certain areas within the City in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, pursuant to the Redevelopment Act and other provisions of law of the State of Utah, the City and the Agency may enter into an agreement whereby the City may grant or contribute funds to the Agency for economic development; and

WHEREAS, the City and the Agency have previously authorized the establishment of the Millcreek Center Community Reinvestment Area (the "Project Area"); and

WHEREAS, pursuant to the terms of a General Indenture of Trust and a First Supplemental Indenture, each dated as of _____, 2025 (collectively, the "RDA Indenture"), and each by and between the Agency and U.S. Bank Trust Company, National Association (the "Trustee"), the Agency intends to issue its $_____ Sales Tax and Tax Increment Revenue Bonds, Series 2025 and (the "Series 2025 Bonds") for the purpose of (i) financing land acquisition and improvements permitted under the CRA plan and related improvements (the "Series 2025 Project") located within the Project Area and (ii) paying costs associated with the issuance of the Series 2025 Bonds; and

WHEREAS, the City is authorized to issue sales tax bonds and may issue such bonds from time to time (collectively, the "Sales Tax Bonds") pursuant to a General Indenture of Trust dated as of July 1, 2019 (as supplemented and amended, the "Sales Tax Indenture") by and between the City and the Trustee; and

WHEREAS, the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act"), Title 11, Chapter 13, Utah Code provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, and may share taxes and other revenues to accomplish their stated objectives; and

WHEREAS, in addition to the Tax Increment Revenues (as defined in the RDA Indenture), the Series 2025 Bonds are payable from sales tax revenues (the "Sales Tax Revenues") the City collects under Title 59, Chapter 12, Part 2 of the Utah Code; and

WHEREAS, the City has agreed to enter into this Agreement with the Agency to pledge the Sales Tax Revenues to the Series 2025 Bonds to pay any amounts owed on the Series 2025 Bonds, which pledge is on a parity with payment by the City of the Sales Tax Bonds; and

WHEREAS, the debt service on the Series 2025 Bonds is set forth in Exhibit A hereto; and

WHEREAS, this Agreement and the obligation and pledge of the Sales Tax Revenues hereunder has been authorized under the Sales Tax Indenture and pursuant thereto shall constitute an Additional Bond under and as defined in the Sales Tax Indenture and such obligation and pledge shall terminate only upon payment of the Series 2025 Bonds in full; and

WHEREAS, the City and the Agency have found and determined that the pledge of the Sales Tax Revenues is essential to the issuance of the Series 2025 Bonds, is in the best proprietary and business interests of the City and will promote the health, safety and welfare of the City and its inhabitants by reducing the debt service and related costs of the Series 2025 Bonds; and

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

Section 1. The Agency agrees that upon issuance of the Series 2025 Bonds it will use the net proceeds of such Series 2025 Bonds to finance the Series 2025 Project and pay costs of issuance.

Section 2. The City and the Agency, as applicable, agree as follows:

(a) Pursuant to Section 17C-1-207 and Section 17C-1-409 of the Redevelopment Act, the City agrees to assist the Agency in repaying the Series 2025 Bonds, and in furtherance of such agreement, hereby irrevocably pledges, assigns and grants a security interest in the Sales Tax Revenues received from and after the date of execution hereof to the Agency for the purpose of payment of the Series 2025 Bonds pursuant to the Sales Tax Indenture.

(b) The City covenants that it will continue to impose the taxes constituting the Sales Tax Revenues until all of the Series 2025 Bonds have been paid or until moneys for that purpose have been irrevocably set aside. While any of the Series 2025 Bonds remain outstanding and unpaid, any ordinance, resolution or other enactment of the City, implementing the taxes constituting the Sales Tax Revenues or transferring the revenues therefrom to the Agency for the payment of the Series 2025 Bonds shall not be amended or modified in any manner which would materially impair the rights of the holders of the Series 2025 Bonds or which would in any way materially jeopardize the timely payment of principal or interest on the Series 2025 Bonds when due. The City currently does not anticipate that it will reduce the rate of or repeal the imposition of the taxes from which the Sales Tax Revenues are derived and hereby covenants, subject to the limitations set forth immediately below, not to do so. However, the parties hereto recognize that the State legislature may reduce the maximum rate of such taxes. The City covenants that it will account for the Sales Tax Revenues separate and apart from the other funds of the City, and take such other actions as may be necessary to maintain the perfected security interest in the Sales Tax Revenues created for the benefit of the Agency and the holders of the Series 2025 Bonds herein. To the extent necessary to provide for the timely payment of the principal and interest on the Series 2025 Bonds, the City shall pay to the Agency for

payment to the Trustee such amounts from the Sales Tax Revenues as shall be needed to make such payments.

(c) The Agency will account for the Sales Tax Revenues separate and apart from other funds of the Agency and will transfer the Sales Tax Revenues to the Trustee for payment of the Series 2025 Bonds consistent with the terms of the RDA Indenture and the Sales Tax Indenture.

(d) All books, instruments and documents in the Agency's and the City's possession relating to the Series 2025 Project, the Agency Revenues (as defined herein), and the Sales Tax Revenues shall be open to inspection at all times during the City's regular business hours by any accountants or other agents of the Trustee which the Trustee may designate from time to time.

(e) The Sales Tax Revenues are hereby allocated and pledged as described above to the payment of the Series 2025 Bonds and until all of the Series 2025 Bonds and all interest thereon have been paid (or until moneys for that purpose have been irrevocably set aside), the Sales Tax Revenues (except as otherwise specifically provided in the RDA Indenture and this Agreement) shall next be applied to the payment of the Series 2025 Bonds, the interest thereon, and premium, if any, then due as provided in the RDA Indenture, and then any other purpose permitted by law.

(f) At least forty-five (45) days prior to each Interest Payment Date (as defined in the RDA Indenture), the Agency shall notify the City in writing the extent, if any, by which Debt Service (as defined in the RDA Indenture) exceeds amounts on deposit in the Bond Fund for the Series 2025 Bonds (the "Revenue Shortfall").

(g) Subject to the conditions of (f) above, at least thirty (30) days prior to each Interest Payment Date (as defined in the RDA Indenture), the City agrees to remit Sales Tax Revenues to the Agency in an amount equal to the Revenue Shortfall.

(h) Once the City and Agency have remitted to the Trustee sufficient moneys for principal and/or interest payments on the Series 2025 Bonds then due as required by the RDA Indenture, and assuming that all payments then due with respect to the Series 2025 Bonds have been paid and are current, any Sales Tax Revenues then held by the Agency or the City may, subject to the lien of any other obligations, be released to the City for its use for any lawful purpose.

Section 3. The City and the Agency recognize that the intent of the parties hereto is to use the tax increment revenues from the Project Area (the "Agency Revenues"), to the extent available, to pay or repay to the City amounts sufficient to pay amounts due with respect to the Series 2025 Bonds. In furtherance thereof, the Agency agrees to deposit with the City as such Agency Revenues become available to the Agency, all such Agency Revenues such that the City will have, to the extent available, sufficient Agency Revenues to pay or immediately reimburse the City for having paid all principal and interest on the Series 2025 Bonds.

Section 4. The Agency agrees to apply such Sales Tax Revenues received pursuant to this Agreement to the payment of the Series 2025 Bonds (including by pledging such amounts to the Trustee).

Section 5. Nothing contained in this Agreement shall be construed to create a general obligation liability of the City. The obligations hereunder and under the Series 2025 Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations, and the issuance of the Series 2025 Bonds and the execution of this Agreement shall not require the City to levy any form of taxation or to appropriate any moneys for the payment of the Series 2025 Bonds or amounts otherwise due under this Agreement (it being understood that this Section shall not limit the obligation of the City to levy and pay the Sales Tax Revenues to the Trustee as provided under the Sales Tax Indenture and hereunder).

Section 6. This Agreement shall be effective upon the date it is executed by both parties and filed with the keeper of the records of each party. The obligation and pledge of this Agreement shall terminate at such time as the Series 2025 Bonds are no longer outstanding.

Section 7. The City's obligation to make such payments and to perform and observe the other agreements and covenants on its part contained in this Agreement shall be absolute, irrevocable and unconditional, and shall not be limited or reduced by any rights of set off, recoupment or counterclaim it might otherwise have against the Trustee, the Agency or any holder of the Bonds.

Section 8. So long as the Series 2025 Bonds are outstanding under the RDA Indenture, the Trustee shall be an express third-party beneficiary of this Agreement. This Agreement shall not be amended without the prior written consent of the Trustee, which consent shall not be unreasonably withheld or delayed.

Section 9. This Agreement creates a valid and binding pledge and assignment of, and security interest in, all of the Sales Tax Revenues pledged hereunder in favor of the Agency, as security for payment of the Series 2025 Bonds, enforceable by the Agency, as its interests may appear, in accordance with the terms hereof.

Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Sales Tax Revenues.

This Agreement also creates a valid and binding pledge and assignment of, and security interest in, all of the Agency Revenues pledged hereunder in favor of the City, as security for payment or repayment of amounts required to be advanced by the City hereunder for payment to the Agency of amounts due with respect to the Series 2025 Bonds, enforceable by the City in accordance with the terms hereof.

Section 10. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the City and the Agency agree as follows:

(a) This Agreement shall be authorized and adopted by resolutions of the City and the Agency pursuant to and in accordance with the provisions of Section 11-13-202.5, Utah Code;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of the City and the Agency pursuant to and in accordance with the Section 11-13-202.5(3), Utah Code;

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of the City and the Agency pursuant to Section 11-13-209, Utah Code;

(d) The City and the Agency agree that they do not, by this Agreement, create an interlocal entity;

(e) As required by Section 11-13-207, Utah Code, the City and the Agency agree that the undertaking under this Agreement shall initially be administered by the Chief Administrative Officer of the City and the Chief Executive Officer of the Agency; provided however, that such administrators may be replaced by their respective governing bodies. Any real or personal property used and the City and the Agency's cooperative undertaking herein shall be acquired, held, and disposed of as determined by such administrators; and

(f) No budget shall be established or maintained except as described herein.

Section 11. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

MILLCREEK, UTAH

(CITY SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Counsel to the City

MILLCREEK COMMUNITY
REINVESTMENT AGENCY

(AGENCY SEAL)

By:_____
Chief Executive Officer

ATTEST:

By:_____
City Recorder

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Counsel to the Agency

# EXHIBIT A

## DEBT SERVICE SCHEDULE OF THE SERIES 2025 BONDS

EXHIBIT C

INDENTURE

# THIRD SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____, 2025

by and between

MILLCREEK, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

and supplementing
General Indenture of Trust
Dated as July 1, 2019

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THIRD SUPPLEMENTAL INDENTURE OF TRUST

This Third Supplemental Indenture of Trust, dated as of _____, 2025, by and between Millcreek, Utah (the "Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah and U.S. Bank Trust Company, National Association (the "Trustee"), a national banking association authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah:

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of July 1, 2019, as heretofore supplemented (the "General Indenture") with the Trustee; and

WHEREAS, pursuant to the General Indenture, Bonds include other obligations authorized pursuant to the General Indenture; and

WHEREAS, the Issuer has established the Millcreek Community Reinvestment Agency (the "Agency"), a redevelopment agency existing under the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the "Redevelopment Act") for the purpose of redeveloping and developing certain areas within the Issuer in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, the Agency has entered into a General Indenture dated as of _____, 2025, as supplemented (the "RDA General Indenture") with the Trustee; and

WHEREAS, the Agency has determined to issue its Sales Tax and Tax Increment Revenue Bonds, Series 2025 (the "Series 2025 Bonds," as further defined herein) for the purpose of (i) financing land acquisition and improvements permitted under the CRA plan and related improvements (the "Project") located within the Millcreek Center Community Reinvestment Area, and (ii) paying costs associated with the issuance of the Series 2025 Bonds; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns or counties, levied and collected by said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, the Series 2025 Bonds will be issued pursuant to the RDA General Indenture and a First Supplemental Indenture, dated as of _____, 2025 (the "First Supplemental RDA Indenture" and together with the RDA General Indenture, the "RDA Indenture"), by and between the Agency and the Trustee; and

WHEREAS, the Series 2025 Bonds will be secured by, among other security, an Interlocal Sales Tax Pledge Agreement attached as Exhibit A hereto (the "Pledge Agreement") pursuant to which the Issuer has pledged the Revenues (as defined in the General Indenture) to the payment of the Series 2025 Bonds; and

WHEREAS, the Pledge Agreement and the obligations of the Issuer thereunder constitute Additional Bonds under and pursuant to the General Indenture and this Third Supplemental

Indenture (the "Third Supplemental Indenture," collectively with the General Indenture and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2025 Bonds and of this Third Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2025 Bonds, when executed by the Agency and authenticated by the Trustee, the valid and binding legal obligations of the Agency and to make this Third Supplemental Indenture a valid and binding agreement of the Issuer have been done;

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2025 Bonds and to provide for the payment and performance of the obligations of the Issuer under the Pledge Agreement and all Bonds and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Third Supplemental Indenture, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank Trust Company, National Association, as Trustee, its successors in trust and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I.
SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Third Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Series 2025 Bonds" means the Agency's $_____ Sales Tax and Tax Increment Revenue Bonds, Series 2025, issued pursuant to the RDA General Indenture.

"Series 2025 Project" means financing land acquisition and improvements permitted under the CRA plan and related improvements located in the Millcreek Center Community Reinvestment Area.

ARTICLE II.
ISSUANCE OF THE SERIES 2025 BONDS

Section 2.1 Principal Amount, Designation and Series. The Pledge Agreement is hereby authorized and the obligation and pledge of Revenues thereunder constitutes Bonds under the Indenture for the purpose of providing funds to (i) finance the Series 2025 Project, which constitutes a Project under the General Indenture and (ii) pay costs incurred in connection with the issuance of the Series 2025 Bonds. The Series 2025 Bonds shall be limited to $_____ in aggregate principal amount and shall be issued in the form and designation given and contain the terms as provided in the First Supplemental RDA Indenture.

Section 2.2 Maturities and Interest. The maximum amount payable from the Revenues with respect to the Series 2025 Bonds shall be as set forth in the Pledge Agreement attached hereto as Exhibit A.

Section 2.3 Series 2025 Bonds as Additional Bonds. The Pledge Agreement securing the Series 2025 Bonds (and all debt service related thereto) constitutes Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2025 Bonds. As required by Section 2.13 of the General Indenture, no Event of Default has occurred or is continuing under the General Indenture.

Section 2.4 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2025 Bonds and the amounts payable under the Pledge Agreement, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

## ARTICLE III.
## CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Third Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this Third Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Third Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

## ARTICLE IV.
## MISCELLANEOUS

Section 4.1 Severability. If any provision of this Third Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Third Supplemental Indenture contained, shall not affect the remaining portions of this Third Supplemental Indenture, or any part thereof.

Section 4.2 Counterparts. This Third Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.3 Effective Date. This Third Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Third Supplemental Indenture of Trust to be executed as of the date first above written.

MILLCREEK, UTAH, as Issuer

By:_____
Mayor

(CITY SEAL)

Countersigned:

By:_____
City Recorder

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Vice President

EXHIBIT A

PLEDGE AGREEMENT

(See Transcript Document No. __)

EXHIBIT D

FORM OF
NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on May 27, 2025, the City Council (the "City Council") of Millcreek, Utah (the "City"), adopted a resolution (the "Resolution") in which it authorizes (i) the form of a Sales Tax Agreement (the "Sales Tax Agreement") by and between the City and the Millcreek Community Reinvestment Agency, Utah (the "Agency") for the repayment of Agency's Sales Tax and Tax Increment Revenue Bonds, Series 2025 (the "Bonds"), (ii) the creation of an obligation of the City under the Sales Tax Agreement (the "City Obligation"), and (iii) holding a public hearing to receive input from the public with respect to (a) the Sales Tax Agreement and in connection therewith the issuance of the City Obligation and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Bonds (repayment of which is secured by the City Obligation) may have on the private sector.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City shall hold a public hearing on June 23, 2025, at the hour of 7:00 p.m. at 1330 East Chambers Avenue, Millcreek, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the Sales Tax Agreement and in connection therewith, the issuance of the City Obligation and (b) any potential economic impact that the Project to be financed with the proceeds of the Bonds (repayment of which is secured by the City Obligation) may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds (repayment of which is secured by the City Obligation) will be issued by the Agency for the purpose of (a) financing the acquisition of land and improvements to certain retail structures within the Millcreek Common East Block (the "Project") located within the Millcreek Center CRA (as defined in the Resolution) as permitted under the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended, (b) funding a reserve fund, if necessary, and (c) paying costs of issuance. The City Council of the City has elected to treat the City Obligation as a bond for purposes of Title 11, Chapter 14 of the Utah Code.

PARAMETERS OF THE OBLIGATION

The City intends that the aggregate principal amount of the City Obligation shall not exceed $25,000,000. The City Obligation shall mature in not more than thirty-two (32) years from its date or dates and shall bear interest at a rate or rates of not to exceed seven percent (7.00%) per annum, as shall be approved by designated officers of the City, all within the parameters set forth herein. The Bonds (repayment of which is secured by the City Obligation) shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof. The City Obligation is to be issued pursuant to the Resolution, including as part of said Resolution, the Sales Tax Agreement, a General Indenture of Trust and a Supplemental Indenture of Trust (collectively, the "Indenture")

which were before the Council at the time of the adoption of the Resolution and said Indenture is to be executed by the City in such form and with such changes thereto as shall be approved by the City; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

REVENUES TO BE PLEDGED

The City proposes to pledge 100% of the sales and use tax revenues received by the City pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of Utah Code Annotated 1953, as amended, to the payment of the City Obligation.

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed City Obligation, the City currently has $_____ principal amount of bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE CITY

Information regarding all of the City's outstanding bonds may be found in the City's audited financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreports/s/. For additional information more recent than the date of the Financial Report, please contact the City Manager (phone: 801-214-2722).

TOTAL ESTIMATED COST OF BONDS

Based on the Agency's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds is estimated at approximately $_____. Due to the nature of the City Obligation under the Sales Tax Agreement, which is being issued by City for repayment of the Bonds, the total principal and interest cost thereof is expected to correspond with the total principal and interest cost of the Bonds described in the foregoing sentence.

A copy of the Resolution, the Indenture, and the Sales Tax Agreement are on file at 1330 East Chambers Avenue, Millcreek, Utah, where they may be examined during regular business hours from 8:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the first date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture, the Sales Tax Agreement (but only as it relates to the City Obligation), or the City Obligation, or any provision made for the security and payment of the City Obligation, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this May 27, 2025.

/s/Elyse Sullivan
City Recorder

# Millcreek City

*Connected By Nature*

**FY26**
**TENTATIVE**
**BUDGET**

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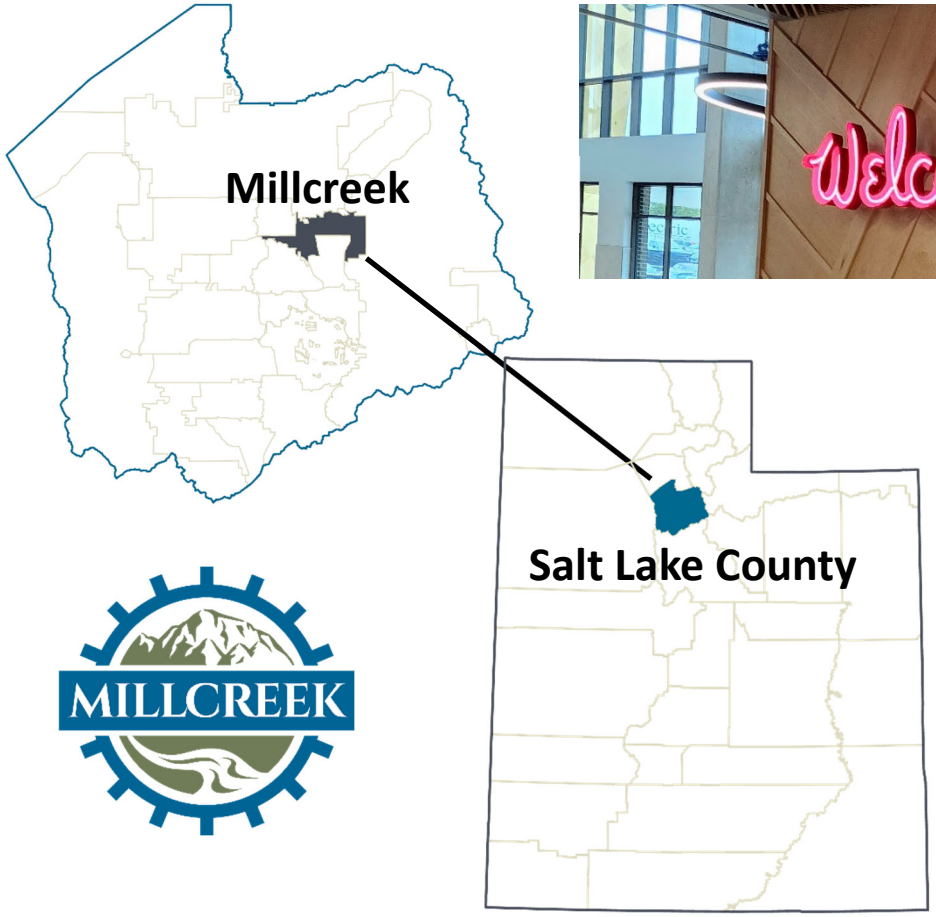
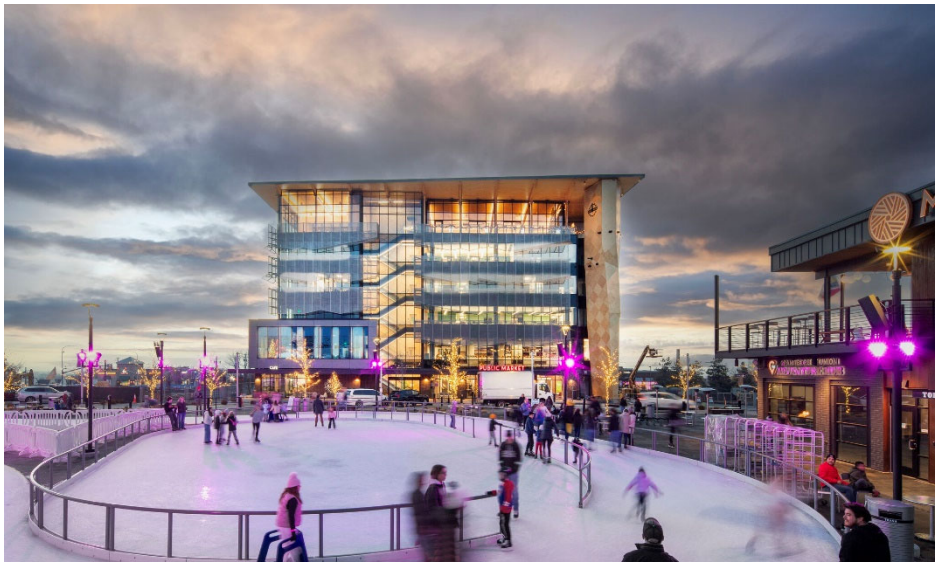
# VISION STATEMENT

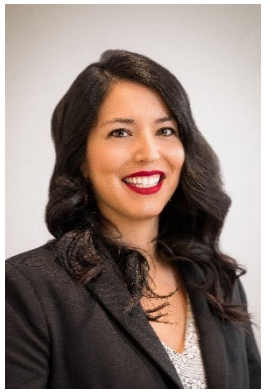
*Millcreek is a diverse community where residents and businesses are empowered to respectfully engage and interact with each other in governance and volunteerism to maintain a fiscally responsible, environmentally sustainable City that provides a "welcome home" feeling to everyone - past, present, and future.*





# Elected Officials

**Jeff Silvestrini**
Mayor

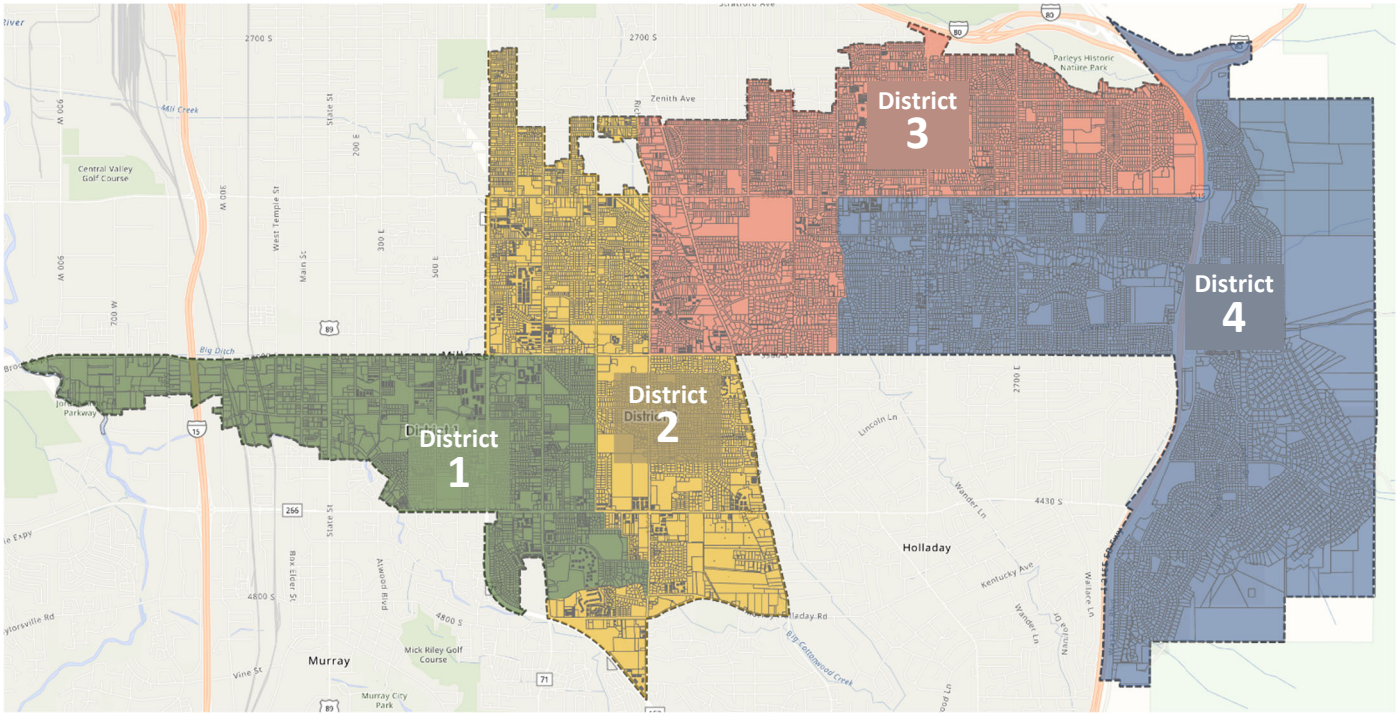


**Silvia Catten**
Councilwoman
*District 1*

**Thom DeSirant**
Councilman
*District 2*

**Cheri Jackson**
Councilwoman
*District 3*

**Bev Uipi**
Councilwoman
*District 4*




## MISSION STATEMENT

*Millcreek provides superior and responsive municipal governance and services in a fiscally conservative and responsible manner that sustains and improves the quality of life for residents and stakeholders of the City.*

# Budget Message

We are pleased to submit for your consideration the FY2025-2026 Tentative Budget and are happy to announce that this budget does not include an increase in property tax revenue! Because the strength of the economy and the growth of the City's sales tax revenue is uncertain, the estimated revenues and expenditures in this budget are conservative.

**GENERAL HIGHLIGHTS**

Proposed revenues and expenditures are substantially higher than the current year's budget in anticipation of issuing $24 million in new debt to complete the Millcreek Common East phase of the City Center complex. Aside from the revenues and expenditures related to the debt issuance, the tentative budget is virtually flat with an increase of 1.4% over the current year's budget.
The General Fund was balanced with a $157,500 budgetary use of fund balance. The City's fund balance is estimated to be at $15.5 million, which is at 35% of the total projected revenue of the General Fund. This is near that state allowed maximum of 35% and provides for a solid cushion for a rainy day.

**LAW ENFORCEMENT**

The City's largest expenditure is its law enforcement contract with the Unified Police Department (UPD). By hosting the Millcreek Precinct and UPD Administration in our new City Hall building, the City was able to help curtail the increase in its law enforcement contract with UPD to 5% for FY2026.

**PERSONNEL**

While understanding the need to balance workloads with limited financial resources, requests from various departments for additional staffing (3 full-time positions) were eliminated from the tentative budget. With that in mind, the General Fund employee census remains flat while the employee count in the Stormwater Utility Fund increased by .5 FTE. This staffing increase represents the conversion of one GIS Intern to a full-time GIS Analyst position. Retaining talented and productive employees is a key focus of City management, as such the City recognizes that competitive pay is crucial to retention. To that end, this tentative budget includes a 3% cost of living adjustment (COLA) along with a 1.5% merit increase for all regular full-time and regular part-time employees.

Health insurance premiums increased by 7%. That increase is shared with the employees on an 85% City / 15% employee split. The City offers both high deductible and traditional health insurance plans.

**PROJECTS**

The tentative budget includes $1 million for pavement preservation, in addition to the public works contract for routine road maintenance.

The tentative budget also includes an expenditure of $1,145,525 to go towards the completion of Millcreek Common Phase II. This, paired with nearly $9 million in grant funding, is an enormous leverage of city dollars for open space and recreational amenities.

Our recent financial audit generated no adverse findings and acknowledged that our city is well-managed, with appropriate financial controls and safeguards. We appreciate City Treasurer (and Councilwoman) Cheri Jackson, the members of our excellent Finance team, and all City employees who work hard to manage our budget in such a sound and prudent way. With confidence in the future, we present this budget to the Mayor and City Council for its consideration.

Mike Winder
City Manager

Lisa Dudley
Finance Director/Budget Officer

# Budget Timeline

**January 2025**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**January 15, 2025**

*Council Special Meeting:*

- Annual Strategic Planning Meeting

**January 15-28, 2025**

- Budget Officer prepares budget worksheets (operating accounts)

**January 29, 2025**

- Open and amend FY25 Budget
- Budget worksheets to Dept Heads (operating accounts)
- HR requests staffing changes from departments
- HR researches CPI for potential COLA

**February 2025**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
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| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

**February 1-14, 2025**

- Budget Officer meets individually with Dept Heads to discuss FY26 needs
- Data gathered regarding increases by outside providers
  (e.g., UPD, SLCo PW & Animal Control, RMP, etc.)

**February 12, 2025**

- HR completes FY26 Employee FTE Census
- Department budget worksheets due back to Budget Officer

**March 2025**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**March 1-31, 2025**

- Project revenues
- Prepare Capital Project Budgets (CIP & Parks Impact)
- Prepare CRA Budgets
- Prepare Stormwater Budget
- Prepare Millcreek Community Foundation Budget
- Prepare 5-yr Capital Plan

**April 2025**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

**April 7, 2025**

*Council Work Meeting:*

- FY26 Budget Discussion

**April 1-15, 2025**

- Budget Book prepared

**April 21, 2025**

*Council Work Meeting:*

- FY26 Budget Discussion

**May 2025**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**May 12, 2025**

*Council Regular Meeting:*

- Present Tentative Budgets
- Present Millcreek Municipal Fee Schedule & 5-yr Capital Plan
- Tentatively adopt Tentative Budgets

*Community Reinvestment Agency Meeting (CRA):*

- Present CRA Tentative Budgets
- Tentatively adopt Tentative Budgets

*Millcreek Community Foundation Meeting (MCF):*

- Present MCF Tentative Budget
- Tentatively adopt MCF Fund Tentative Budget

**May 27, 2025**

*Council Work Meeting:*

- FY26 Budget Discussion
- Adopt Interfund Loan Schedules
- Adopt 5-yr Capital Plan

**June 2025**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

**June 9, 2025**

*Council Regular Meeting Pubic Hearings:*

- Tentative Budget
- Elected Officials Payscale
- Dept Heads and Deputy Directors Payscale
- Municipal Employees Payscale

**Date TBD**

*Council Special Meeting:*

- Adopt Certified Property Tax Revenue and Tax Rate

**Before June 22, 2025**

- Complete TC693 (online at taxrates.ut.gov)

**June 23, 2025 - If NOT raising property tax revenue**

*Council Regular Meeting:*

- Open and amend FY25 Budget
- Adopt FY26 Final Budgets

*CRA Meeting*

- Open and amend FY25 CRA Budgets
- Adopt FY26 Final Budgets for CRA

*MCF Meeting*

- Open and amend FY25 MCF Budgets
- Adopt FY26 Final Budget for MCF

**August 2025**

| S | M | T | W | T | F | S |
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| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**August 2025 - Only if raising property tax revenue**

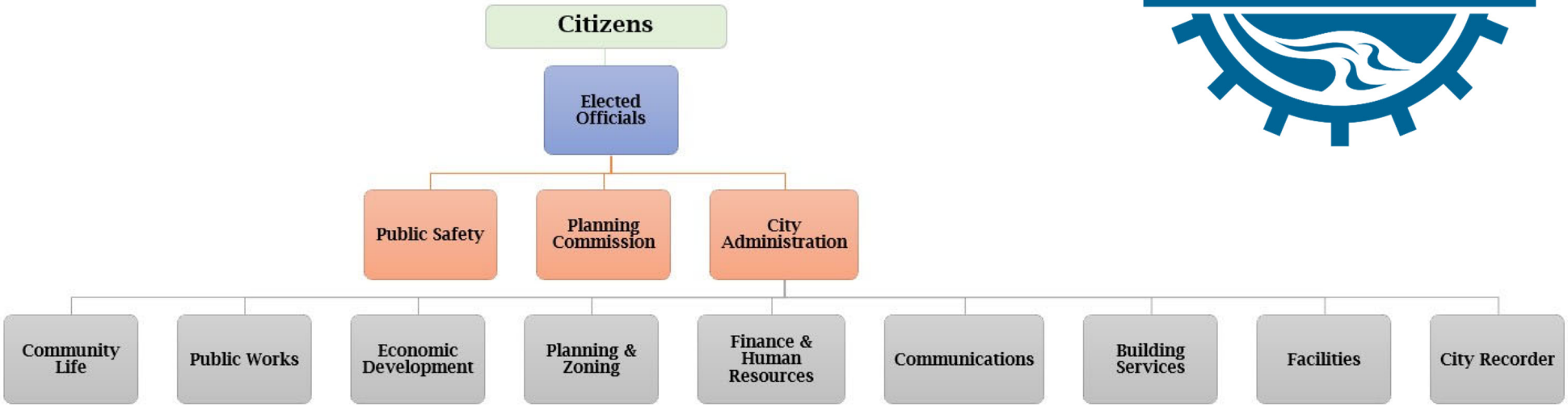
*Council Regular Meeting:*

- Public Hearing - Truth in Taxation (date TBD by SLCo Auditor's Office)
- Adopt Property Tax Revenue and Tax Rate
- Adopt Final Budget

*Community Reinvestment Agency Meeting (CRA):*

- Adopt CRA Fund Final Budgets

# Organization Chart



# Strategic Plan Objectives

## Great Connections

*Millcreek strives to offer a range of pedestrian, bicycling, transit, and vehicle transportation choices through a cohesive network of safe and reliable streets and trails that connect all residents to their destinations.*

### Objectives:

**GC-1** Multimodally connect people and land uses regionally and locally throughout the City.

**GC-2** Establish and maintain convenient multimodal connections between neighborhoods, local destinations, employment and activity centers, and neighboring municipalities.

**GC-3** Proactively consider and incorporate the needs of senior and youth populations in all relevant transportation planning and project decisions.

**GC-4** Improve the safety and visual image of the community by enhancing the look and feel of major corridors and protecting our scenic viewsheds.

**GC-5** Preserve the transportation system for the future by implementing appropriate system maintenance and refurbishment.

**GC-6** Actively plan for advancing techniques and trends in transportation planning.

**GC-7** Lay the groundwork for intercity transit connections and for more robust, choice-based transit within the City and larger region.

**GC-8** Manage stormwater and flood control systems as a vital and integrated community asset.

## Outdoor Lifestyle

*Millcreek is the gateway to recreation with opportunities from the Wasatch Mountains to the Jordan River, including majestic views of the mountains, expansive parks, and accessible trails, creeks, and open spaces.*

### Objectives:

**OL-1** Improve access and quality of parks and open space for all areas of Millcreek.

**OL-2** Meet changing demographics by incorporating special use facilities in Millcreek parks.

**OL-3** Emphasize preservation of undeveloped open space and natural areas that combine the preservation of the most environmentally sensitive areas with other values including low impact recreation.

**OL-4** Update and create parks and recreation facilities to address changing needs and population growth.

**OL-5** Ensure adequate and sustainable funding for parks, recreation and open space assets.

**OL-6** Identify and maintain recreational access to Mill Creek Canyon, Neff's Canyon, Mt. Olympus, and Grandeur Peak for all residents and visitors.

**OL-7** Identify and maintain recreational access to Jordan River Parkway for all residents and visitors.

**OL-8** Develop an interconnected trail, park, and open space system within Millcreek.

## Enhanced Culture

*Millcreek embraces the cultural and demographic diversity of its residents and businesses, and supports and promotes a variety of arts, cultures, and education opportunities as essential parts of an engaged community and life-long learning.*

### Objectives:

**EC-1** Ensure the accessibility and diversity of arts and culture opportunities throughout the City.

**EC-2** Support affordable cultural spaces in all neighborhoods, especially Meadowbrook and villages where they are accessible to a broad range of people, and where they can help activate the public realm.

**EC-3** Make Millcreek a place where all residents feel they can attend community events and participate in neighborhood life, where they help each other, contribute to the vitality of the City, and create a sense of belonging.

**EC-4** Preserve and advance Millcreek's historic and cultural resources. When feasible, integrate themes and features into design and development that represent Millcreek's history and heritage.

**EC-5** Strengthen and diversify the range of educational and lifelong learning opportunities and resources in Millcreek.

## Vibrant Gathering Places

*Millcreek's centers are the heart of community activity, characterized by walkability, unique spaces, commercial areas, and character compatible with Millcreek neighborhoods.*

### Objectives:

**GP-1** Design new development to respond to and enhance the distinctive physical historic aesthetic and cultural qualities of its location, while accommodating growth and change.

**GP-2** Ensure that sign location and design are responsive to site context and compatible with the surrounding character.

**GP-3** Emphasize placemaking throughout the City with design and programming that supports a distinctive identity and experience.

**GP-4** Focus growth in a Citywide network of centers that provide healthy, equitable and sustainable access to services and housing and preserve the City's character and sense of place.

**GP-5** Continue to grow and support The City Center as the mixed-use, cultural, and economic heart of the City.

**GP-6** Continue to grow and support the Meadowbrook/Main Street Urban Center.

**GP-7** Continue to grow and support the identified village centers and maintain valley and mountain views.

**GP-8** Create unique, desirable, and vibrant places and features in Millcreek.

**GP-9** Support complementary infill development and land use investment in the mature and developed areas of the city.

## Thriving Economy

*Millcreek's economic diversity thrives by being inviting, supporting local businesses, attracting an innovative and adaptive workforce, investing in amenities that promote a better quality of life, and encouraging a range of business sizes and types.*

### Objectives:

**TE-1** Diversify and expand Millcreek's economic base to create a robust economy that offers a wide range of employment opportunities, goods, and services.

**TE-2** Cultivate a business culture that allows existing establishments to grow in place, draws new firms to Millcreek and encourages more homegrown enterprises.

**TE-3** Build on Millcreek's emerging recreation and outdoor lifestyle identity as an economic development strategy.

**TE-4** Leverage the City's livability as a workforce and economic driver; create a city brand that supports growth and leverages existing community and economic assets.

**TE-5** Enhance the physical environment by creating new amenities that help attract and retain new businesses and residents.

**TE-6** Provide high-quality infrastructure and technology Citywide.

**TE-7** Promote environmentally sustainable efforts and initiatives in the public and private sector.

## Health & Environment

*Millcreek supports environmental and human health by establishing and protecting open spaces; protecting healthy fish and wildlife habitats; providing active transportation options; improving local water and air quality; improving access to nutritious foods; and other sustainable practices.*

### Objectives:

**HE-1** Ensure access to nutritious, affordable, and safe food for an active, healthy life.

**HE-2** Promote a healthy and diverse tree canopy to enhance neighborhood livability, provide habitat, and improve air and water quality.

**HE-3** Creatively increase green space throughout the City to give more residents opportunities to enjoy nature.

**HE-4** Commit to green design, efficient energy use, wise water use, and high performing buildings and landscapes throughout Millcreek.

**HE-5** Promote sustainable practices in the preservation, development, and maintenance of Millcreek's natural and built environments.

**HE-6** Implement standards, policies, and practices that encourage and support enhanced air and water quality.

**HE-7** Require that new development protects the treasured views of Mount Olympus, the Oquirrh Mountains, the Great Salt Lake, and other significant viewsheds from roadways, frequented public areas, community gateways, and other public places.

**HE-8** Strengthen resiliency to natural disasters and climate realities through development patterns, hazard mitigation, and education.

## Unique Neighborhoods

*Millcreek is a city of attractive, proud, stable, unique, and emerging neighborhoods that offer a variety of home types, vibrant gathering areas, and access to quality community amenities.*

### Objectives:

**UN-1** Preserve and enhance the physical elements that define each neighborhood's character.

**UN-2** Strive for a variety of housing choices in types, styles, and costs of housing throughout Millcreek.

**UN-3** Prioritize the development of effective neighborhood-scale plans and programs for those areas with the most potential for change and need for protection.

**UN-4** Inform and engage with neighborhoods, community councils, and individual residents during zoning and rezoning processes, capital improvement planning, and decisions on City facilities and services.

**UN-5** Support unique and innovative community design elements and features such as community gardens, live/workspaces, and neighborhood gathering places.

**UN-6** Encourage and support the integration of appropriate mixed-use development in selected neighborhoods.

**UN-7** Enhance mobility and connectivity between neighborhoods across Millcreek.

## Engaged Community

*Millcreek seeks community engagement through communication and transparency to achieve long-term sustainable outcomes, processes, and relationships.*

### Objectives:

**ENC-1** Respond to the needs and concerns of the community in a professional and respectful manner.

**ENC-2** Provide ample opportunities for community volunteerism and participation.

**ENC-3** Support an environment of open, two-way communication with citizens and stakeholders.

## Fiscally Responsible Government

*Millcreek supports a fiscally responsible government through compliance with the Utah Fiscal Procedures Act along with a transparent budget process, conservative spending, and meticulous debt management.*

### Objectives:

**FG-1** Ensure strict compliance with the Utah Fiscal Procedures Act and Generally Accepted Accounting Principles (GAAP).

**FG-2** Conservatively use debt for only long-term capital project needs.

**FG-3** Maintain a fund balance of at least 15% of the current general fund budget.

# General Fund Revenue & Expenditure Budget Summary

| | FY26 Bdgt Estimated Rev/ Exp Requests | General Gov't | UPD Contract | Other Public Safety | PW/ Roads | Public Markets | Recreation | Events | Total / Hash |
|---|---|---|---|---|---|---|---|---|---|
| ***Revenue*** | | | | | | | | | |
| Property Taxes (all types) | 12,581,575 | | 12,581,575 | | | | | | 12,581,575 |
| Property Taxes | 80,000 | | 80,000 | | | | | | 80,000 |
| General Sales and Use Tax | 15,350,000 | 15,350,000 | | | | | | | 15,350,000 |
| Energy Sales and Use Tax | 3,700,000 | | 3,700,000 | | | | | | 3,700,000 |
| Transient Room Tax | 8,500 | 8,500 | | | | | | | 8,500 |
| Transit & Highway Tax | 1,350,000 | | | | 1,350,000 | | | | 1,350,000 |
| SLCo 5th 5th Local Option Sales Tax | - | | | | | | | | - |
| Cable & Telecom Taxes | 860,000 | | 860,000 | | | | | | 860,000 |
| Business Licenses | 765,000 | 765,000 | | | | | | | 765,000 |
| Building Permits; Plan Checking & Other Fees | 1,542,500 | | | 1,542,500 | | | | | 1,542,500 |
| Encroachment & Special Event Permits | 350,000 | | | | 350,000 | | | | 350,000 |
| Federal Grants (Emergency Mgmt) | 9,000 | 9,000 | | | | | | | 9,000 |
| State Grants | 400,000 | 400,000 | | | | | | | 400,000 |
| Class C Roads | 2,500,000 | | | | 2,500,000 | | | | 2,500,000 |
| State Liquor Allotment | 90,000 | | 90,000 | | | | | | 90,000 |
| Local Grants | 169,500 | 169,500 | | | | | | | 169,500 |
| Planning & Zoning Fees | 140,000 | 140,000 | | | | | | | 140,000 |
| Public Market Revenue | 285,000 | | | | | 285,000 | | | 285,000 |
| Recreation - HUB Admissions & Equip Rental | 605,000 | | | | | | 605,000 | | 605,000 |
| Recreation - HUB & VO Taxable Sales | 7,000 | | | | | | 3,500 | 3,500 | 7,000 |
| Recreation & VO Programming | 50,000 | | | | | | 20,000 | 30,000 | 50,000 |
| CL Events Admissions | 55,000 | | | | | | | 55,000 | 55,000 |
| Lease Rev - Business Leases | 94,400 | 94,400 | | | | | | | 94,400 |
| Rentals - Booth/Equipment | 14,000 | 4,000 | | | | 10,000 | | | 14,000 |
| Rentals - Venues | 253,000 | | | | | | | 253,000 | 253,000 |
| Leave Rev - Econ Development Properties | 34,000 | 34,000 | | | | | | | 34,000 |
| Interdepartmental Admin Fees - CRAs and SWUF | 291,200 | 291,200 | | | | | | | 291,200 |
| Code Compliance Fines | 30,000 | | | 30,000 | | | | | 30,000 |
| Miscellaneous Revenue | 15,180 | 15,180 | | | | | | | 15,180 |
| Interest Income | 505,000 | 505,000 | | | | | | | 505,000 |
| Contributions from Private Sources | 225,000 | 160,000 | | | | | 65,000 | | 225,000 |
| Proceeds from Series 2025A & 2025B Bonds | 24,361,085 | 24,361,085 | | | | | | | 24,361,085 |
| Interfund Transfers-In | 1,297,400 | 1,139,400 | | | | | | 158,000 | 1,297,400 |
| Budgetary Use of Fund Balance | 157,500 | 157,500 | | | | | | | 157,500 |
| | **68,175,840** | **43,603,765** | **17,311,575** | **1,572,500** | **4,200,000** | **295,000** | **693,500** | **499,500** | **68,175,840** |

| | FY26 Bdgt Estimated Rev/ Exp Requests | General Gov't | UPD Contract | Other Public Safety | PW/ Roads | Public Markets | Recreation | Events | Total / Hash |
|---|---|---|---|---|---|---|---|---|---|
| ***Expenditures*** | | | | | | | | | |
| Mayor & Council | 536,000 | 536,000 | | | | | | | 536,000 |
| City Manager | 330,000 | 330,000 | | | | | | | 330,000 |
| Justice Court | 135,000 | 135,000 | | | | | | | 135,000 |
| Legal Department | 440,000 | 440,000 | | | | | | | 440,000 |
| Public Safety | 17,585,500 | | 16,825,000 | 750,500 | | | | 10,000 | 17,585,500 |
| Promise Program | 488,050 | 488,050 | | | | | | | 488,050 |
| Recorder | 219,700 | 219,700 | | | | | | | 219,700 |
| Building Department | 1,457,950 | | | 1,457,950 | | | | | 1,457,950 |
| Communications | 1,139,000 | 1,139,000 | | | | | | | 1,139,000 |
| Emergency Management | 151,875 | 151,875 | | | | | | | 151,875 |
| Economic Development | 433,000 | 433,000 | | | | | | | 433,000 |
| Finance Department | 834,000 | 834,000 | | | | | | | 834,000 |
| Cost of Issuance - Series 2025A | 286,100 | 286,100 | | | | | | | 286,100 |
| Cost of Issuance - Series 2025B | 75,000 | 75,000 | | | | | | | 75,000 |
| Human Resources | 265,700 | 265,700 | | | | | | | 265,700 |
| Non Departmental | 301,500 | 301,500 | | | | | | | 301,500 |
| Business Licensing | 190,500 | 190,500 | | | | | | | 190,500 |
| Facilities Management | 1,585,250 | 1,585,250 | | | | | | | 1,585,250 |
| Fleet Management | 156,500 | 156,500 | | | | | | | 156,500 |
| IT Management | 730,000 | 730,000 | | | | | | | 730,000 |
| Planning & Zoning | 1,351,500 | 1,351,500 | | | | | | | 1,351,500 |
| Engineering / PW | 6,841,000 | | | | 6,841,000 | | | | 6,841,000 |
| Pavement Preservation | 1,000,000 | | | | 1,000,000 | | | | 1,000,000 |
| CL - Admin | 363,740 | 363,740 | | | | | | | 363,740 |
| CL - Events | 1,203,000 | | | | | | | 1,203,000 | 1,203,000 |
| CL - Public Markets | 817,200 | | | | | 817,200 | | | 817,200 |
| CL - Recreation | 792,250 | | | | | | 792,250 | | 792,250 |
| Series 2021 Debt Service | 1,785,000 | 1,785,000 | | | | | | | 1,785,000 |
| Series 2025A Debt Servoce | 785,000 | 785,000 | | | | | | | 785,000 |
| Series 2025B Debt Service | 200,000 | 200,000 | | | | | | | 200,000 |
| UDOT Debt Service | 400,000 | 400,000 | | | | | | | 400,000 |
| Contributions to Other Governments | 151,000 | 61,000 | 90,000 | | | | | | 151,000 |
| Transfer to Other Funds - East Common | 24,000,000 | 24,000,000 | | | | | | | 24,000,000 |
| Transfer to Other Funds - Phase II | 1,145,525 | 1,145,525 | | | | | | | 1,145,525 |
| | **68,175,840** | **38,388,940** | **16,915,000** | **2,208,450** | **7,841,000** | **817,200** | **792,250** | **1,213,000** | **68,175,840** |
| | 0 | 5,214,825 | 396,575 | (635,950) | (3,641,000) | (522,200) | (98,750) | (713,500) | 0 |

# General Fund Revenue Budget

***Revenue***

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| 100-3100-3101 | Property Tax - Current | 11,907,811 | 11,911,573 | 11,911,575 | |
| 100-3100-3101 | New Growth | | | 80,000 | Budget based on tax year 2024 new growth |
| 100-3100-3102 | Property Tax - PY Delinquent | 199,882 | 200,000 | 200,000 | |
| 100-3100-3103 | Property Tax - Fee in Lieu | 430,551 | 450,000 | 450,000 | |
| 100-3100-3104 | Property Tax - Misc Collections | 38,713 | | 20,000 | |
| 100-3130-3131 | Sales and Use Tax | 15,213,873 | 15,350,000 | 15,350,000 | |
| 100-3130-3132 | Energy Sales & Use Tax - Electricity | 1,932,025 | 2,364,182 | 2,200,000 | RMP has announced an 18% rate increase<br>Budget includes a converstive 13% increase |
| 100-3130-3133 | Energy Sales & Use Tax - Natural Gas | 1,782,847 | 1,500,000 | 1,500,000 | Enbridge decreased rates - % UKN |
| 100-3130-3135 | Transient Room Taxes | 10,274 | 13,381 | 8,500 | |
| 100-3130-3138 | Transit & Highway Taxes | 1,363,117 | 1,350,000 | 1,350,000 | |
| 100-3140-3141 | Franchise Taxes - Cable | 548,288 | 516,257 | 500,000 | Franchise taxes from cable trending down over past 5 years |
| 100-3130-3142 | Municipal Telecom Taxes | | 90,000 | 360,000 | Effective 04-01-2025 |
| 100-3200-3210 | Business Licenses | 780,990 | 750,000 | 750,000 | |
| 100-3200-3211 | Alcohol Beverage Licenses | | 4,388 | 15,000 | |
| 100-3200-3213 | Special Event Permits | 550 | 500 | - | |
| 100-3200-3221 | Building Permits | 1,678,662 | 1,200,000 | 1,000,000 | Higher interest rates have projects delayed some projects<br>Anticipated projects: Hotel; St. Marks projects; |
| 100-3200-3226 | Encroachment Permits | 380,192 | 350,000 | 350,000 | |
| 100-3310-3311 | Federal Grants | 133,710 | 25,300 | 9,000 | EMP award = $9,000 |
| 100-3320-3321 | State Grants | 3,300 | 7,500 | 400,000 | HB244 Distribution - to be used for debt svce on UDOT loan |
| 100-3320-3325 | Class C Road Funds | 2,653,837 | 2,781,423 | 2,500,000 | distribution six times a year; decreased budget as more electric cars on the roads |
| 100-3320-3327 | State Liquor Allotment | 64,227 | 82,076 | 90,000 | Avg annual increase 14.5% over past 5 yrs<br>FY26 estimated rev = 9.7% increase over FY25 |
| 100-3330-3331 | Local Grants | 1,197 | 120,000 | 169,500 | $94,500 - SLCo Promise Grant expected again<br>$75,000 - TRCC for Arts Master Plan |
| 100-3420-3422 | Inspection Fees | | 7,000 | 7,500 | |
| 100-3420-3423 | Other Building Dept Fees | | 31,513 | 35,000 | |
| 100-3420-3425 | Plan Checking Fees | 919,162 | 400,000 | 500,000 | 65% x commercial permits; 45% x residential permits;<br>25% x repeated floor plans on MFDs |
| 100-3420-3426 | Zoning and Subdivision Fees | 242,883 | 150,000 | 140,000 | Higher interest rates have projects delayed |
| 100-3440-3443 | Sales Rev - Public Markets | 92,896 | 260,000 | 285,000 | $260,000 - Consignment sales<br>$ 25,000 - wristband sales |
| 100-3450-3451 | Recreation Admissions - Adv Hub | 392,069 | 450,000 | 375,000 | |
| 100-3450-3452 | Recreation Equip Rentals - Adv Hub | 260,835 | 210,000 | 230,000 | |
| 100-3450-3453 | Rec Taxable Sales - Adv Hub & VO! | 5,315 | 7,000 | 7,000 | mark up limited to 10% > cost |

***Revenue***

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| 100-3450-3455 | Recreation Programs Reg Fees - Adv Hub | | 30,000 | 20,000 | |
| 100-3450-3456 | Recreation Programs Reg Fees - VO! | | 34,500 | 30,000 | |
| 100-3450-3458 | Comm Life Events Admissions | | 60,000 | 55,000 | |
| 100-3460-3460 | Lease Rev - Business Leases - % x Sales | | 40,000 | 38,000 | $20,000 - Noodlehead Vouchers % of sales<br>$18,000 - Pizza House Vouchers % of sales<br>$ 0 - Millcreek Coffee Vouchers - waived unless > $20K |
| 100-3460-3461 | Lease Rev - Business Leases - Flat Rent | 11,023 | 6,000 | 56,400 | $18,000 - Noodlehead Vouchers - non-cash rent<br>$18,000 - Pizza House Vouchers - non-cash rent<br>$14,400 - Millcreek Coffee Vouchers - non-cash rent<br>$ 6,000 - Normal Ice Cream - cash rent |
| 100-3460-3462 | Rentals - Booth/Equip - Bus Council Mkts | 8,748 | 4,000 | 4,000 | Two business markets (fall & spring) |
| 100-3460-3464 | Rentals - Booth/Equip - CL Events & Mkts | 1,094 | 10,000 | 10,000 | |
| 100-3460-3466 | Rentals - Venue - Sixth Floor | 22,183 | 120,000 | 156,000 | |
| 100-3460-3467 | Rentals - Venue - Adventure Hub | 5,039 | 20,000 | 24,000 | |
| 100-3460-3468 | Rentals - Venue - Millcreek Common Plaza | 32,734 | 40,000 | 45,000 | |
| 100-3460-3469 | Rentals - Catering & Beverage | | 18,000 | 17,000 | |
| 100-3460-3470 | Rentals - Comm Partner Events | | | 11,000 | |
| 100-3460-3475 | Lease Rev - Econ Dev Properties | | 45,000 | 34,000 | $24,000 - Verizon (lease expires 12/31/25)<br>$ 9,663 - Cell Tower - annual pymt |
| 100-3490-3491 | Interdepartmental Admin Fees | 394,218 | 223,550 | 291,200 | $115,000 from SWUF<br>$176,200 from CRAs |
| 100-3500-3520 | Code Compliance Fines | 34,594 | 45,000 | 30,000 | FY24 and FY25 have unusually large code enforcement fines |
| 100-3600-3601 | Miscellaneous Revenue | 10,696 | 10,000 | 3,680 | |
| 100-3600-3602 | Cash Over and Short | | - | - | |
| 100-3600-3610 | Interest Income | 1,381,408 | 700,000 | 500,000 | Interest is first received in Gen Fund and then allocated to other funds based on cash balances at month end |
| 100-3600-3611 | Interest - Property Taxes | 4,780 | 52,000 | 5,000 | |
| 100-3600-3612 | Building Surcharge - .15% x 1% | 2,518 | 1,500 | 1,500 | |
| 100-3600-3615 | Reimbursements & Rebates | 39,207 | 25,600 | 10,000 | Insurance rebates - do not anticipate a PEHP rebate |
| 100-3620-3621 | Donations | 180,985 | 60 | - | |
| 100-3800-3810 | Contributions - Promise Program | | 156,000 | 150,000 | United Way contribution to Promise |
| 100-3800-3820 | Contributions - Bus Council Sponsorships | | 13,500 | 10,000 | |
| 100-3800-3835 | Contributions - Comm Life Private Grants | | 500 | - | |
| 100-3800-3840 | Contributions - Other | 18,000 | 57,500 | - | CY includes the following:<br>GLPKT05487 $ 2,000 - US Figure Skating<br>GLPKT05948 $25,429 - Utah VO!! |
| 100-3800-3850 | Naming Rights | 65,000 | - | 65,000 | Naming Rights - budgeted according to Grantite CU contract terms |

***Revenue***

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| 100-3700-3710 | Interfund Transfers-In | | 135,000 | 1,297,400 | $ 158,000 - from Comm Foundation for events & activities<br>$1,139,400 - from Millcreek Comon East for debt service |
| New Account | Proceeds from Series 2025A Tax-Exempt Bond | | | 18,575,000 | |
| New Account | Proceeds from Series 2025A Bond Premium | | | 711,085 | |
| New Account | Proceeds from Series 2025B Taxable | | | 5,075,000 | |
| 100-3900-3920 | Budgetary Use of Fund Balance | | | 157,500 | |
| | **Total Revenues** | **43,249,433** | **42,429,803** | **68,175,840** | |

**Internal Financing for Law Enforcement**

| Acct # | Account Description | PY Actual | Projected | Tentative |
|---|---|---|---|---|
| 100-3100-3101 | Property Tax - Current | 11,907,811 | 11,911,573 | 11,911,575 |
| 100-3100-3101 | New Growth - Unknown at this point | - | - | 80,000 |
| 100-3100-3102 | Property Tax - PY Delinquent | 199,882 | 200,000 | 200,000 |
| 100-3100-3103 | Property Tax - Fee in Lieu | 430,551 | 450,000 | 450,000 |
| 100-3100-3104 | Property Tax - Misc Collections | 38,713 | - | 20,000 |
| 100-3130-3132 | Franchise Fees: Energery Sales & Use - Power | 1,932,025 | 2,364,182 | 2,200,000 |
| 100-3130-3133 | Franchise Fees: Energery Sales & Use - Natural Gas | 1,782,847 | 1,500,000 | 1,500,000 |
| 100-3140-3141 | Franchise Fees: Cable | 548,288 | 516,257 | 500,000 |
| 100-3130-3142 | Franchise Fees: Telecom Taxes | - | 90,000 | 360,000 |
| 100-3320-3327 | State Liquor Tax Allotment | 90,000 | 90,000 | 90,000 |
| | | **16,930,116** | **17,122,012** | **17,311,575** |

# General Fund Expenditure Budget

## Mayor & City Council

**Fund: 100 - General Fund**

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Mayor and Council** | | | | | |
| 100-4110-1100 | Salaries - Reg FT & PT Employees | 107,993 | 92,563 | 112,500 | |
| 100-4110-1400 | Employee Benefits | 89,727 | 78,263 | 100,000 | |
| 100-4110-2100 | Books, Subscriptions & Memberships | 129,883 | 130,610 | 155,000 | $51,500 - ULCT;<br>$75,000 - Central Wasach Commission;<br>$ 4,150 - JR Commission<br>$34,350 - Other (FY23 audited amt had 2 years of ULCT) |
| 100-4110-2230 | Conferences & Training Registration | 6,175 | 8,547 | 7,500 | |
| 100-4110-2235 | Employee Travel | 8,620 | 16,686 | 10,000 | |
| 100-4110-2240 | Uniforms | 356 | 108 | 1,000 | |
| 100-4110-2245 | Meeting Expenses | 3,888 | 4,534 | 3,500 | |
| 100-4110-3100 | Professional Services | 132,658 | 107,500 | 143,000 | $30,000 ($2,500 x 12 months) - Capstone Strategies, LLC<br>$96,000 ($8,000 x 12 months) - James Barker<br>$17,000 - Other |
| 100-4110-6100 | Miscellaneous Expenditures | 1,655 | 647 | 1,000 | |
| 100-4110-8200 | Events | 1,773 | | 2,500 | |
| | **Department Totals** | **482,727** | **439,457** | **536,000** | |

# City Management

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **City Manager's Office** | | | | | |
| 100-4210-1100 | Salaries - Reg FT & PT Employees | 233,451 | 181,266 | 240,000 | |
| 100-4210-1400 | Employee Benefits | 53,662 | 51,310 | 70,000 | |
| 100-4210-2100 | Books, Subscriptions & Memberships | | | 2,500 | UCMA and ICMA (2 employees) |
| 100-4210-2230 | Conferences & Training Registration | 1,905 | 1,680 | 3,000 | UCMA and ICMA (2 employees) |
| 100-4210-2235 | Employee Travel | 3,375 | 520 | 5,500 | UCMA, ICMA, ULCT, NLC (2 employees) |
| 100-4210-2240 | Uniforms | | | 200 | |
| 100-4210-2245 | Meeting Expenses | 814 | 4,874 | 5,000 | |
| 100-4210-2400 | Office Supplies | | | 300 | |
| 100-4210-6100 | Miscellaneous Expenditures | 6,952 | | 3,500 | |
| | **Department Totals** | **300,159** | **239,650** | **330,000** | |

# Justice Court, Legal Services, and Public Safety

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Justice Court** | | | | | |
| 100-4220-3200 | Contracted Services - Justice Court | 113,047 | | 135,000 | PY Actual = $113,000 |
| | **Department Totals** | **113,047** | - | **135,000** | |
| **Legal Department** | | | | | |
| 100-4230-2100 | **Obsolete Acct -** Books, Subscriptions & Memberships | | | | |
| 100-4230-2230 | **Obsolete Acct -** Conferences & Training Registration | | 118 | | |
| 100-4230-3100 | Professional Services | 235,088 | 244,175 | 440,000 | 5% increase for City Attorney |
| 100-4230-3200 | **Obsolete Acct -** Contracted Services | 80,000 | | | |
| 100-4230-6100 | **Obsolete Acct -** Miscellaneous Expenditures | | | | |
| | **Department Totals** | **315,088** | **244,293** | **440,000** | |
| **Public Safety** | | | | | |
| 100-4240-3200 | **Obsolete Acct -** Contracted Services | 150,017 | | | |
| 100-4240-3210 | Law Enforcement - UPD Contract | 15,007,003 | 14,680,005 | 16,825,000 | request is 5% > current year contract<br>+ Prop & Evidence, LCSW, International School Cross Guards |
| 100-4240-3215 | Law Enforcement - Events & Security | 7,888 | 1,988 | 10,000 | |
| 100-4240-3220 | Contracted Svcs - Animal Control | 461,097 | 729,447 | 750,500 | $739,618 = 4.25% increase to $11.89 per capita (62,205)<br>$ 10,328 = urban wildlife + rounding |
| | **Department Totals** | **15,626,005** | **15,411,440** | **17,585,500** | |

# Promise Program

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Promise Program** | | | | | |
| 100-4250-1100 | Salaries - Reg FT & PT Employees | 179,156 | 199,107 | 280,000 | |
| 100-4250-1200 | Wages - Non-Benefit PT & Seasonal | 40,444 | 7,538 | | Two unpaid U of U Interns (paid by the U) help supervise childcare at Bud Bailey; also will develop LT volunteer staffing program |
| 100-4250-1300 | Overtime | 713 | 1,224 | 1,000 | |
| 100-4250-1400 | Employee Benefits | 79,311 | 85,089 | 118,000 | |
| 100-4250-2100 | Books, Subscriptions & Memberships | | | 250 | |
| 100-4250-2230 | Conferences & Training Registration | 5,062 | 1,436 | 5,000 | 2 EEs - Health Coalition Conf (in state but out of SLCo)<br>1 EE _x Digit Equity Conf (out of state) |
| 100-4250-2235 | Employee Travel | 3,025 | 1,191 | 5,000 | 2 EEs - Health Coalition Conf (in state but out of SLCo)<br>1 EE _x Digit Equity Conf (out of state) |
| 100-4250-2240 | Uniforms | | 323 | 1,000 | |
| 100-4250-2245 | Meeting Expenses | 324 | 618 | 2,000 | |
| 100-4250-2400 | Office Supplies | 125 | 99 | 150 | |
| 100-4250-2450 | Printing | 28 | 60 | 150 | |
| 100-4250-2605 | Sm Tools, Minor Equip, Supplies | | | | |
| 100-4250-3100 | Professional Services | | 313 | 500 | 10-8-2 Study (UTA passes; Scholarships) |
| 100-4250-3200 | Contract Labor | | | 10,000 | $8,100 - to host one Americorps EE (SLCo EE) to supervise childcare at Bud Bailey Apartments<br>$1,900 - photography |
| 100-4250-6100 | Miscellaneous Expenditures | 15 | 3,097 | 6,000 | Promise SWAG for VO giveaways |
| 100-4250-8105 | High School Scholarships (10-8-2 expenditure) | | | 8,000 | $1,000 ea (2 students x 4 high schools) |
| 100-4250-8200 | Events | 37,403 | 15,357 | 20,000 | Canyon Rim Day of Service<br>911 Day of Service<br>Welcoming Week - incoming refugees and immigrants<br>Volunteer Appreciation<br>Sub for Santa<br>Art Show Case (after school programs)<br>Interfaith Harmony Event<br>Resource Fair (at Bud Bailey) |
| 100-4250-8250 | Youth Council | | 4,732 | 10,000 | |
| 100-4250-8300 | Programs | 6,237 | 11,821 | 21,000 | Spy Hop<br>Garden Share<br>Digital Literacy |
| | **Department Totals** | **351,844** | **332,004** | **488,050** | |

# City Recorder

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **City Recorder's Office** | | | | | |
| 100-4310-1100 | Salaries - Reg FT & PT Employees | 90,543 | 101,489 | 135,000 | |
| 100-4310-1300 | Overtime | | 946 | 1,500 | |
| 100-4310-1400 | Employee Benefits | 22,782 | 23,796 | 40,000 | |
| 100-4310-2100 | Books, Subscriptions & Memberships | 455 | 350 | 700 | 2 x EE - UMCA, GSLCRA, IIMC; 1 x EE - Utah Notary Test |
| 100-4310-2230 | Conferences & Training Registration | 685 | 985 | 1,500 | 2 x EE - UMCA Fall Conference, UMCA Academy, ULCT Recorder's Day, GSLCRA Athenian Dialogue |
| 100-4310-2235 | Employee Travel | | 605 | 1,000 | 2 x EE - UMCA Fall Conference |
| 100-4310-2400 | Office Supplies | 37 | 10 | 150 | |
| 100-4310-2415 | Advertising and/or Public Notices | | 48 | 1,000 | |
| 100-4310-2510 | Software | | 129 | 1,500 | |
| 100-4310-3200 | Contracted Services | 31,909 | 8,750 | 37,000 | $32,000 - Nov 2025 base election fee<br>$ 5,000 - Election administration |
| 100-4310-6100 | Miscellaneous Expenditures | 514 | 41 | 350 | |
| | **Department Totals** | **146,924** | **137,150** | **219,700** | |

# Building Services and Code Enforcement

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Building Services & Code Enforcement** | | | | | |
| 100-4410-1100 | Salaries - Reg FT & PT Employees | 809,905 | 753,433 | 952,500 | Request for .5 FTE shared w/ Planning<br>Request for increased staffing removed from Tentative Budget |
| 100-4410-1300 | Overtime | 3,337 | 153 | 1,500 | |
| 100-4410-1400 | Employee Benefits | 324,483 | 307,567 | 410,000 | |
| 100-4410-2100 | Books, Subscriptions & Memberships | 2,953 | 3,168 | 4,000 | |
| 100-4410-2230 | Conferences & Training Registration | 9,033 | 9,781 | 12,000 | $ 7,600 - CEC x 8<br>$ 900 - Gen CEU x 12<br>$ 1,200 - UCICC x 2<br>$ 1,600 - UOCA x 4<br>$ 800 - ICC ABM x 1 |
| 100-4410-2235 | Employee Travel | 3,586 | 540 | 6,500 | EE Hotel, flight, and per diem<br>$ 1,300 - UCICC x 2<br>$ 2,400 - UOCA x 4<br>$ 2,600 - ICC ABM x 1 |
| 100-4410-2240 | Uniforms | 1,883 | 2,975 | 5,700 | 11 EEs (3 in office; 8 in field)<br>$ 900 - Office staff ($300 x 3)<br>$4,800 - Field staff ($600 x 8) |
| 100-4410-2245 | Meeting Expenses | 389 | 533 | 750 | |
| 100-4410-2400 | Office Supplies | 788 | 296 | 1,500 | |
| 100-4410-2450 | Printing | 483 | 120 | 500 | |
| 100-4410-2605 | Sm Tools, Minor Equip, Supplies | 787 | 233 | 1,000 | |
| 100-4410-3100 | Professional Services | 36,139 | 29,292 | 50,000 | increased ALJ Services; fewer 3rd-Party Plan Reviews |
| 100-4410-3200 | Contracted Services | 3,150 | 3,105 | 10,000 | Abatement mitigation for Code Enforcement<br>Romac (shopping cart retrieval) |
| 100-4410-6100 | Miscellaneous Expenditures | 256 | 708 | 2,000 | |
| | **Department Totals** | **1,197,172** | **1,111,905** | **1,457,950** | |

# Communications and Information Center

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Communications** | | | | | |
| 100-4510-1100 | Salaries - Reg FT & PT Employees | 221,116 | 387,350 | 528,000 | |
| 100-4510-1200 | Wages - Non-Benefit PT & Seasonal | | 9,385 | | |
| 100-4510-1300 | Overtime | 857 | 2,005 | 3,500 | |
| 100-4510-1400 | Employee Benefits | 90,481 | 149,891 | 200,000 | |
| 100-4510-2100 | Books, Subscriptions & Memberships | 715 | 307 | 1,000 | PRSA<br>3CMA<br>National A of Gov't Communicators<br>Project Mgt Institute |
| 100-4510-2230 | Conferences & Training Registration | 629 | 3,534 | 2,000 | Utah PIO Conference<br>3CMA<br>Project Mgt Institute |
| 100-4510-2235 | Employee Travel | | 700 | 1,250 | Utah PIO Conference in St. George |
| 100-4510-2240 | Uniforms | 260 | 529 | 750 | |
| 100-4510-2245 | Meeting Expenses | 404 | 1,272 | 1,500 | |
| 100-4510-2400 | Office Supplies | 417 | 726 | 2,500 | |
| 100-4510-2410 | Postage & Shipping | 66,079 | 102,971 | 120,000 | Newsletter postage<br>~$10,000 x 12 months |
| 100-4510-2415 | Advertising and/or Public Notices | 2,207 | 23,685 | 30,000 | Newsletter/City website photography and Winter Banners |
| 100-4510-2450 | Printing | 83,692 | 81,134 | 120,000 | $7,000 x 12 months for news letter<br>$3,000 x 9 school months (inside 4 pages)<br>$3,000 x 3 summer months (VO) |
| 100-4510-2605 | Sm Tools, Minor Equip, Supplies | 11 | 203 | 500 | |
| 100-4510-3100 | Professional Services | 14,769 | 925 | 47,500 | 10-8-2 Studies (approximately 10 studies/yr) |
| 100-4510-3200 | Contracted Services | | 428 | | |
| 100-4510-6100 | Miscellaneous Expenditures | 2,960 | 6,266 | 1,500 | |
| 100-4510-8100 | Community Councils | 4,000 | 12,723 | 29,000 | 4 Community Councils |
| 100-4510-8105 | Comm Grps & Other 10-8-2 Contributions | | 40,225 | 40,000 | Millcreek Arts Council / Theater<br>Misc. requests (e.g., Trails UT)<br>HS scholarships moved to Promise |
| 100-4510-8200 | Events | 5,720 | | | Youth Council moved to Promise Department |
| 100-4510-8300 | Community Programs | 38,232 | | 10,000 | Rain barrel program |
| | **Department Totals** | **532,550** | **824,259** | **1,139,000** | |

# Emergency Management

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Emergency Management** | | | | | |
| 100-4520-1100 | Salaries - Reg FT & PT Employees | 84,170 | 71,699 | 95,000 | |
| 100-4520-1300 | Overtime | 471 | - | 1,000 | |
| 100-4520-1400 | Employee Benefits | 33,478 | 20,502 | 33,500 | |
| 100-4520-2100 | Books, Subscriptions & Memberships | 93 | 414 | 300 | $ 80 - UEMA<br>$215 - IAEM |
| 100-4520-2230 | Conferences & Training Registration | 931 | 621 | 3,000 | FEMA - Independent Study Webinars<br>$400 - UEMA<br>$4,000 - Nat'l Emerg Mgmt Advanced Academy (4 x $1,000)<br>$1,000 - Local Tabletop Exercises for City staff participation<br>$500 - Nat'l CERT training<br>Tentative Budget: reduce training budget by half |
| 100-4520-2235 | Employee Travel | 1,856 | 850 | 5,000 | $ 500 - International Association of Emergency Mgmt<br>$1,000 - National Emergency Mgmt Advanced Academy<br>$2,500 - International Assoc of Emerg Mgmt |
| 100-4520-2240 | Uniforms | 486 | 240 | 500 | |
| 100-4520-2400 | Office Supplies | 100 | 62 | | |
| 100-4520-2450 | Printing | 737 | | 1,075 | |
| 100-4520-2605 | Sm Tools, Minor Equip, Supplies | 5,579 | 3,560 | 5,700 | EOC Equipment:<br>$4,200 - ham radio equip and antenna<br>$1,500 - portable generator; ham radio antenna |
| 100-4520-2670 | Utilities - Starlink | | 3,488 | 4,800 | $4,680 = $390/month x 12 |
| 100-4520-6100 | Miscellaneous Expenditures | 338 | 222 | 2,000 | |
| 100-4520-8200 | Events | 223 | 1,000 | | |
| | **Department Totals** | **128,461** | **102,659** | **151,875** | |
| **OBSOLETE DEPARTMENT - Info Center** | | | | | |
| 100-4530-1100 | Salaries - Reg FT & PT Employees | 60,788 | | | |
| 100-4530-1200 | Wages - Non-Benefit PT & Seasonal | 39,306 | | | |
| 100-4530-1300 | Overtime | 802 | | | |
| 100-4530-1400 | Employee Benefits | 29,652 | | | |
| 100-4530-2100 | Books, Subscriptions & Memberships | 188 | | | |
| 100-4530-2240 | Uniforms | 69 | | | |
| 100-4530-2400 | Office Supplies | 1,339 | | | |
| 100-4530-2410 | Postage & Shipping | 3,131 | | | |
| 100-4530-2605 | Sm Tools, Minor Equip, Supplies | 16 | | | |
| | **Department Totals** | **135,291** | - | - | |

# Economic Development

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Economic Development** | | | | | |
| 100-4610-1100 | Salaries - Reg FT & PT Employees | 53,955 | 153,308 | 208,000 | |
| 100-4610-1300 | Overtime | 920 | 146 | 750 | |
| 100-4610-1400 | Employee Benefits | 16,929 | 50,753 | 70,000 | |
| 100-4610-2100 | Books, Subscriptions & Memberships | 534 | 1,355 | 2,000 | $695 - Utah Alliance for Economic Development<br>$300 - URA |
| 100-4610-2230 | Conferences & Training Registration | 2,635 | 1,580 | 3,500 | Utah Alliance for Economic Development<br>UVU's Economic Development Training |
| 100-4610-2235 | Employee Travel | 902 | 2,992 | 3,000 | Utah Alliance for Economic Development |
| 100-4610-2240 | Uniforms | 250 | 203 | 250 | |
| 100-4610-2245 | Meeting Expenses | 2,686 | 1,459 | 4,000 | |
| 100-4610-2400 | Office Supplies | 372 | 379 | 500 | |
| 100-4510-2415 | Advertising and/or Public Notices | | | 30,000 | Signage for Chambers Ave & Highland Dr |
| 100-4510-2450 | Printing | | | 3,500 | |
| 100-4610-2600 | Bldg Maint / Utilities - Rental Properties | | 17,411 | 34,000 | see offsetting revenue acct 100-3460-3475 |
| 100-4610-2605 | Sm Tools, Minor Equip, Supplies | | 16 | 500 | |
| 100-4610-3100 | Professional Services | 33,740 | - | 45,000 | includes $5,000 engineering for Eagle Sculpture |
| 100-4610-6100 | Miscellaneous Expenditures | 7,128 | 3,113 | 8,000 | |
| 100-4610-8200 | Business Council Expenditures | | | 5,000 | Business Council Board activities |
| 100-4610-8205 | Business Council Gala | | | 5,000 | |
| 100-4610-8210 | Business Council Markets | 16,018 | 13,273 | 10,000 | Spring & Fall Markets |
| | **Department Totals** | **136,068** | **245,989** | **433,000** | |

# Finance

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Finance Department** | | | | | |
| 100-4710-1100 | Salaries - Reg FT & PT Employees | 425,642 | 476,941 | 515,000 | Dept Request for FTE - Procurement Manager<br>Request for increased staffing removed from Tentative Budget |
| 100-4710-1200 | Wages - Non-Benefit PT & Seasonal | 40,512 | | | |
| 100-4710-1300 | Overtime | 5,604 | | 5,500 | |
| 100-4710-1400 | Employee Benefits | 122,713 | 161,456 | 235,000 | |
| 100-4710-2100 | Books, Subscriptions & Memberships | 2,297 | 225 | 2,500 | UGFOA (3 employees)<br>National GFOA (1 employee)<br>AGA (1 employee) |
| 100-4710-2230 | Conferences & Training Registration | 3,419 | 4,281 | 12,000 | UGFOA (3 employees - held in April)<br>National GFOA (1 employee - held in June)<br>AGA (1 employee)<br>Women in Gov't Finance (3 employees)<br>Grants Training (2 employees)<br>Tyler Technology Users Conference (2 employees - held in May)<br>Tyler Tech - training for additional modules<br>AP and 1099 Certification (1 employee) |
| 100-4710-2235 | Employee Travel | 4,129 | 3,473 | 10,000 | UGFOA (3 employees)<br>National GFOA (1 employee) - held in June<br>Tyler Technology Users Conference (2 employees) - held in May<br>Grants Training<br>Misc mileage reinbursement for local travel |
| 100-4710-2240 | Uniforms | 451 | 123 | 500 | |
| 100-4710-2245 | Meeting Expenses | 884 | 535 | 1,000 | |
| 100-4710-2400 | Office Supplies | 1,683 | 1,405 | 1,500 | |
| 100-4710-2510 | Software | | 147 | 10,000 | additional Tyler (AIS) modules |
| 100-4710-2605 | Sm Tools, Minor Equip, Supplies | 455 | | 500 | |
| 100-4710-3100 | Professional Services | 34,608 | 37,625 | 40,000 | Annual audit; Accounting/Tax Services |
| New Account | Cost of Issuance | | | 361,100 | Series 2025A and Series 2025B Bonds |
| 100-4710-6100 | Miscellaneous Expenditures | 416 | 142 | 500 | |
| 100-4710-6200 | **Obsolete Acct -** Bank Fees & CC Processing Fees | 5 | | | now in non-departmental |
| | **Department Totals** | **642,819** | **686,352** | **1,195,100** | |

# Human Resources

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Human Resources** | | | | | |
| 100-4720-1100 | Salaries - Reg FT & PT Employees | | | 102,000 | |
| 100-4720-1200 | Wages - Non-Benefit PT & Seasonal | | | - | |
| 100-4720-1300 | Overtime | | | 250 | |
| 100-4720-1400 | Employee Benefits | | | 40,000 | |
| 100-4720-2100 | Books, Subscriptions & Memberships | 439 | | 1,000 | Annual Memberships: HRCI x 1; SHRM / SLSHRM x 2; Certification Renewals: PHR Certification renewal x 1; SHRM-CP Certification renewal x 1 |
| 100-4720-2230 | Conferences & Training Registration | 935 | 118 | 2,500 | Boost HR Certification x 2Leadership Training x 1 |
| 100-4720-2235 | Employee Travel | 17 | | 500 | |
| 100-4720-2245 | Meeting Expenses | 101 | 65 | 500 | |
| 100-4720-2400 | Office Supplies | 330 | 646 | 500 | |
| 100-4720-2410 | Postage & Shipping | | | | |
| 100-4720-2415 | Advertising and/or Public Notices | 65 | | 500 | |
| 100-4720-2450 | Printing | | | 500 | |
| 100-4720-2455 | Recruitment | 4,599 | 917 | 5,000 | |
| 100-4720-2605 | Sm Tools, Minor Equip, Supplies | 9 | | 250 | |
| 100-4720-3100 | Professional Services | 8,624 | 7,630 | 6,000 | |
| 100-4720-3205 | Drug Screenings & Backgrnd Checks | | 2,077 | 15,000 | additional screening for volunteers 2024 HB267 |
| 100-4720-4200 | Insurance - Workers Comp | 25,989 | 20,157 | 35,000 | |
| 100-4720-6100 | Miscellaneous Expenditures | 1,113 | 850 | 500 | |
| 100-4720-8200 | Employee Benefits Fair | | | 1,000 | EE Benefits Fair held in May |
| 100-4720-8300 | Tuition Reimbursement Program | | 6,151 | 15,000 | 3 Ees currently using the tuition reimbursement program |
| 100-4720-8301 | Wellness Program | | 38,400 | 32,500 | Dept request was for 12 months of Epic Fitness contract; Tentative Budget includes 6 months of gym contract |
| 100-4720-8302 | Safety Program | | 1,860 | 7,200 | |
| | **Department Totals** | **42,220** | **78,870** | **265,700** | |

## Non-Departmental

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Non-Departmental** | | | | | |
| 100-4730-2100 | Books, Subscriptions & Memberships | 1,236 | 1,405 | 1,500 | Costco, Amazon, & Kahoot! Memberships |
| 100-4730-2210 | Employee Engagement | 27,120 | 18,424 | 20,000 | |
| 100-4730-2400 | Office Supplies | 10,244 | 6,919 | 12,000 | Central Purchasing - office supplies |
| 100-4730-2410 | Postage & Shipping | 16,137 | 6,347 | 17,500 | Central Purchasing - Postage & shipping |
| 100-4730-2450 | Printing | 2,403 | | 2,000 | Central Purchasing - envelopes, bus cards, etc. |
| 100-4730-2605 | Sm Tools, Minor Equip, Supplies | 2,399 | 665 | 1,000 | |
| 100-4730-3100 | **Obsolete Acct -** Professional Services | 15 | | | |
| 100-4730-4100 | Insurance - Liability | 63,504 | 89,500 | 120,000 | |
| 100-4730-4105 | Insurance - Property | | 16,446 | 22,500 | |
| 100-4730-6100 | Miscellaneous Expenditures | 871 | 621 | 5,000 | |
| 100-4730-6200 | Bank Fees & CC Processing Fees | 76,885 | 54,427 | 100,000 | iWorq; Clover; basic banking fees |
| | **Department Totals** | **200,814** | **194,753** | **301,500** | |

## Business Licensing

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Business Licensing** | | | | | |
| 100-4740-1100 | Salaries - Reg FT & PT Employees | 131,720 | 111,091 | 138,000 | |
| 100-4740-1300 | Overtime | 3,096 | 225 | 750 | |
| 100-4740-1400 | Employee Benefits | 73,446 | 41,296 | 47,500 | |
| 100-4740-2100 | Books, Subscriptions & Memberships | 195 | 50 | 500 | ULBA (2 employees) |
| 100-4740-2230 | Conferences & Training Registration | 240 | 195 | 1,500 | ULBA (2 employees) |
| 100-4740-2235 | Employee Travel | 103 | 1,166 | 1,500 | ULBA (2 employees) |
| 100-4740-2240 | Uniforms | | 95 | | |
| 100-4740-2400 | Office Supplies | 63 | 41 | 250 | |
| 100-4740-2605 | Sm Tools, Minor Equip, Supplies | | | | |
| 100-4740-4150 | **Obsolete Acct** Insurance - Prop & Crime | | | | |
| 100-4740-6100 | Miscellaneous Expenditures | | | 500 | |
| | **Department Totals** | **208,863** | **154,159** | **190,500** | |

# Facilities Administration

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Facilities Management** | | | | | |
| 100-4810-1100 | Salaries - Reg FT & PT Employees | 128,834 | 228,220 | 280,000 | |
| 100-4810-1200 | Wages - Non-benefit PT & Seasonal | | 6,025 | 35,000 | |
| 100-4810-1300 | Overtime | | 2,953 | 5,000 | |
| 100-4810-1400 | Employee Benefits | 50,098 | 96,145 | 125,000 | |
| 100-4810-2100 | Books, Subscriptions & Memberships | 491 | 761 | 2,000 | Looking for opportunities for memberships and training |
| 100-4810-2230 | Conferences & Training Registration | 434 | 643 | 3,500 | Looking for opportunities for memberships and training |
| 100-4810-2235 | Employee Travel | | | 1,500 | Looking for opportunities for memberships and training |
| 100-4810-2240 | Uniforms | | 1,692 | 2,500 | 3 FT and two PT employees |
| 100-4810-2245 | Meeting Expenses | 94 | 112 | 250 | |
| 100-4810-2400 | Office Supplies | 285 | 1,890 | 500 | |
| 100-4810-2450 | Printing | 47 | | | |
| 100-4810-2605 | Sm Tools, Minor Equip, Supplies | 89,993 | 46,191 | 115,000 | |
| 100-4810-2610 | Janitorial Supplies | | 14,761 | 10,000 | |
| 100-4810-2615 | Testing & Chemicals | | 4,572 | 100,000 | Chemicals and testing for splash pad, fire sprinkler system, City Hall water system and soft water |
| 100-4810-2650 | Maint - Machinery & Equip | | 2,600 | 10,000 | |
| 100-4810-2655 | Maint - Bldgs and Grounds | 15,250 | 262,246 | 250,000 | $220,000 - City Hall / HUB / MC maintenance<br>$ 5,000 - HVAC; elevator & fire inspections;<br>$ 25,000 - re-staining laminated posts & beams on 6th FL balcony |
| 100-4810-2670 | Utilities - Water & Sewerage | 163,320 | 26,192 | 50,000 | |
| 100-4810-2675 | Utilities - Natural Gas | | 38,772 | 75,000 | |
| 100-4810-2680 | Utilities - Electricity | | 137,884 | 225,000 | RMP announced 18% rate increase |
| 100-4810-2690 | Utilities - Garbage and Recycling | | 11,635 | 50,000 | |
| 100-4810-3100 | **Obsolete Acct -** Professional Services | 51,733 | | | |
| 100-4810-3200 | Contracted Services | 145,687 | 165,351 | 200,000 | Landscaping / Gardening Services for MC Common (includes Mount Aire Streetscape)<br>Janitorial contract |
| 100-4810-6100 | Miscellaneous Expenditures | 5,278 | 7,523 | 20,000 | Storage Units<br>Medical Cabinets<br>shredding bins / flags |
| 100-4810-7300 | Cap Outlay: Other Improvements | 548 | 9,306 | - | Dept Request was for $30,000 for permanently constructed items to City Hall & MC e.g., shade structures<br>Not included in Tentative Budget |
| 100-4810-7400 | Cap Outlay: Furniture, Fixtures, & Equip | 121,034 | 9,710 | 25,000 | additional furniture and cabinets |
| | **Department Totals** | **773,127** | **1,075,183** | **1,585,250** | |

# Fleet and I.T. Management

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Fleet Management** | | | | | |
| 100-4830-2605 | Sm Tools, Minor Equip, Supplies | 744 | 2,602 | 5,000 | |
| 100-4830-2620 | Fuel | 26,000 | 16,591 | 40,000 | all fuel for Gen Gov't vehicles - all departments |
| 100-4830-2650 | Vehicle Maintenance | 26,293 | 23,560 | 40,000 | $5,000 - full year of Ford Pro |
| 100-4830-4100 | Insurance - Auto | | 20,209 | 25,000 | |
| 100-4830-6100 | Miscellaneous Expenditures | 196 | 578 | 1,500 | |
| 100-4830-7500 | Vehicle Purchases | 152,585 | 40,794 | 45,000 | Bldg Dept truck > 100,000 miles<br>No vehicle needed for new FTE requests |
| | **Department Totals** | **205,817** | **104,334** | **156,500** | |
| **I.T. Management** | | | | | |
| 100-4840-2510 | Software | 202,482 | 237,981 | 350,000 | City-wide software managed by IT Dept |
| 100-4840-2605 | Sm Tools, Minor Equip, Supplies | 15,000 | 73,553 | 30,000 | |
| 100-4840-2670 | Utilities - Internet | 43,167 | 92,613 | 60,000 | |
| 100-4840-26XX | Utilities - Office Desk Phones | | | 20,000 | GoTo phones (desk phones) |
| 100-4840-26XX | Utilities - Cell Phones | | | 35,000 | City-issued cell phones |
| 100-4840-3100 | Professional Services | 193,969 | 164,092 | 165,000 | Les Olson IT management and cyber security fees |
| 100-4840-3200 | Contracted Services | | | | |
| 100-4840-6100 | Miscellaneous Expenditures | | | | |
| 100-4840-7450 | Cap Outlay: IT Equipment | 116,063 | | 70,000 | Capital computer equipment (servers, computers)<br>Capital audio/visual equipment |
| | **Department Totals** | **570,681** | **568,239** | **730,000** | |

# Planning and Zoning

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Planning & Zoning** | | | | | |
| 100-4910-1100 | Salaries - Reg FT & PT Employees | 840,185 | 684,450 | 860,000 | Request for .5 FTE shared w/ Bldg Dept<br>Request for increased staffing removed from Tentative Budget |
| 100-4910-1300 | Overtime | 23,146 | 24,472 | 10,000 | |
| 100-4910-1400 | Employee Benefits | 306,871 | 257,487 | 335,000 | |
| 100-4910-2100 | Books, Subscriptions & Memberships | 4,339 | 1,450 | 3,500 | $3,200 - APA memberships (6)<br>$ 250 - Incidental books and materials<br>$ 50 - rounding |
| 100-4910-2230 | Conferences & Training Registration | 8,390 | 6,297 | 7,000 | $1,350 - UT APA fall or spring for Planning Commissioners<br>$1,750 - UT APA fall or spring conference (6)<br>$ 750 - Local conferences for engineers<br>$ 450 - local conferences for planners<br>$2,700 - National Conference (3) |
| 100-4910-2235 | Employee Travel | 6,634 | 6,578 | 6,000 | National Conference (3) |
| 100-4910-2240 | Uniforms | | 140 | 500 | |
| 100-4910-2245 | Meeting Expenses | 4,225 | 3,645 | 5,000 | |
| 100-4910-2400 | Office Supplies | 135 | 106 | 500 | |
| 100-4910-2410 | Postage & Shipping | 9 | 9,404 | 2,000 | |
| 100-4910-2450 | Printing | | 816 | 1,000 | |
| 100-4910-2510 | Software | | 17,500 | 12,500 | 50% ESRI (PW / Planning) |
| 100-4910-2605 | Sm Tools, Minor Equip, Supplies | 426 | 160 | 1,000 | |
| 100-4910-3100 | Professional Services | 103,066 | 67,147 | 100,000 | |
| 100-4910-3200 | Contracted Services | 5,796 | 6,642 | 6,000 | SLCo surveying and addressing |
| 100-4910-6100 | Miscellaneous Expenditures | 227 | 264 | 1,500 | |
| | **Department Totals** | **1,303,448** | **1,086,558** | **1,351,500** | |

# Public Works and Engineering

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Engineering / Public Works** | | | | | |
| 100-5110-1100 | Salaries - Reg FT & PT Employees | 487,861 | 429,605 | 495,000 | Dept Request for addition FTE for GIS support<br>Request for increased staffing removed from Tentative Budget |
| 100-5110-1200 | Wages - Non-Benefit PT & Seasonal | 13,085 | 17,308 | 5,000 | Engineering Intern |
| 100-5110-1300 | Overtime | 1,270 | 356 | 1,000 | |
| 100-5110-1400 | Employee Benefits | 207,621 | 170,837 | 215,000 | |
| 100-5110-2100 | Books, Subscriptions & Memberships | 3,187 | 365 | 2,500 | $ 210 - PE (3)<br>$ 750 - ASCE (3)<br>$ 600 - AASHTO;<br>$ 285 - ITE<br>$ 650 - MUTCD & APWA Manuals; Misc. Books |
| 100-5110-2230 | Conferences & Training Registration | 1,270 | 5,961 | 10,500 | Aspahlt Conf, APWA Conf, UDOT Conf, SW Conf, LTAP |
| 100-5110-2235 | Employee Travel | 1,402 | 1,292 | 4,500 | Varies by Conference |
| 100-5110-2240 | Uniforms | 4,434 | 686 | 2,500 | |
| 100-5110-2245 | Meeting Expenses | 1,199 | 864 | 1,000 | |
| 100-5110-2400 | Office Supplies | 1,281 | 265 | 1,500 | |
| 100-5110-2510 | Software | | 23,052 | 12,500 | 50% ESRI (PW / Planning) |
| 100-5110-2605 | Sm Tools, Minor Equip, Supplies | 2,862 | 1,439 | 2,500 | |
| 100-5110-2670 | Utilities - Signals; St Lights; Parkstrips | 23,836 | 30,118 | 40,000 | CY budget too low; RMP 18% increase; SLC water for parkstrips |
| 100-5110-3100 | Professional Services | 9,008 | 4,250 | 300,000 | Transportation Master Plan - can be pushed<br>Routine Engineering Services<br>Rebudget TUF study (budgeted in FY25; contract to be awarded in June) |
| 100-5110-3200 | Contracted Svcs - SLCo PW Contract | | 3,434,662 | 5,310,000 | SLCo numbers TBD - John M will supply |
| | Pavement Preservation | | | 1,000,000 | |
| 100-5110-3205 | Contracted Svcs - SLCo Parks Maint | | 305,909 | 435,000 | SLCo Parks contract includes watering in 4 parks:<br>Canyon Rim; Fortuna; Scott Ave (Ben Franklin); Sunnyvale |
| 100-5110-6100 | Miscellaneous Expenditures | 694 | 207 | 2,500 | |
| | **Department Totals** | **759,011** | **4,427,176** | **7,841,000** | |

# Community Life Administration

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Community Life - Administration** | | | | | |
| 100-5710-1100 | Salaries - Reg FT & PT Employees | 114,908 | 98,634 | 127,500 | |
| 100-5710-1400 | Employee Benefits | 47,347 | 42,008 | 57,000 | |
| 100-5710-2100 | Books, Subscriptions & Memberships | | 3,333 | 9,500 | $ 260 - Spotify<br>$3,800 - Music Licensing<br>$5,000 - Now Playing Utah<br>$ 300 - URPA |
| 100-5710-2230 | Conferences & Training Registration | 395 | 725 | 500 | URPA (1 employee - St. George)<br>IMEX America (1 employee - Las Vegas) |
| 100-5710-2235 | Employee Travel | 4,063 | 1,177 | 4,000 | URPA (1 employee - St. George)<br>IMEX America (1 employee - Las Vegas) |
| 100-5710-2240 | Uniforms | | 94 | 500 | |
| 100-5710-2245 | Meeting Expenses | 437 | 1,053 | 1,000 | |
| 100-5710-2400 | Office Supplies | 79 | 127 | 300 | |
| 100-5710-2410 | Postage & Shipping | | | | |
| 100-5710-2415 | Advertising and/or Public Notices | | | 30,000 | General advertising MC & Grandview |
| 100-5710-2510 | Software | | | 50,500 | $ 1,100 - Sling<br>$43,000 - Roller<br>$ 3,600 - Constant Contact<br>$ 2,000 - VO website<br>$ 360 - Bubble<br>$ 360 - Craft my PDF |
| 100-5710-2605 | Sm Tools, Minor Equip, Supplies | | | | |
| 100-5710-3100 | Professional Services | 56,290 | 20,000 | | moved to contracted services |
| 100-5710-3200 | Contracted Services | 47,700 | 27,267 | 77,940 | |
| 100-5710-6100 | Miscellaneous Expenditures | 2,771 | 9 | 5,000 | |
| | **Department Totals** | **273,989** | **194,427** | **363,740** | |

# Community Life Events & Programs

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Community Life - Events** | | | | | |
| 100-5720-1100 | Salaries - Reg FT & PT Employees | 188,095 | 190,906 | 270,000 | |
| 100-5720-1200 | Wages - Non-Benefit PT & Seasonal | 44,993 | 55,262 | 50,000 | Private events & special permits - additional person<br>Requested additional staffing removed from Tentative Budget |
| 100-5720-1300 | Overtime | 4,996 | 860 | 2,500 | |
| 100-5720-1400 | Employee Benefits | 56,515 | 65,426 | 100,000 | |
| 100-5720-2100 | Books, Subscriptions & Memberships | 3,432 | 3,024 | 5,000 | $3,000 - Prissm - layout software<br>$ 780 - When I work - "Scheduling software"<br>$1,000 - Other / rounding |
| 100-5720-2230 | Conferences & Training Registration | 1,268 | 890 | 1,000 | URPA (2 employees - St. George)<br>IMEX America (2 employee - Las Vegas) registration is free |
| 100-5720-2235 | Employee Travel | 497 | 1,553 | 8,000 | URPA (2 employees - St. George)<br>IMEX America (2 employee - Las Vegas) |
| 100-5720-2240 | Uniforms | 353 | 2,008 | 2,000 | |
| 100-5720-2245 | Meeting Expenses | 466 | 215 | | Not needed - meetings are included in 100-5710-2245 |
| 100-5720-2400 | Office Supplies | 111 | 194 | | Not needed - meetings are included in 100-5710-2245 |
| 100-5720-2410 | Postage & Shipping | | | | |
| 100-5720-2415 | Advertising and/or Public Notices | 29,622 | 22,833 | | Expenditures are now in specific event budget lines |
| 100-5720-2450 | Printing | 10,532 | 3,953 | | Expenditures are now in specific event budget lines |
| 100-5720-2605 | Sm Tools, Minor Equip, Supplies | 4,033 | 9,639 | 25,000 | Tents, tables, sandwich boards, etc. |
| 100-5720-3200 | Janitorial Srvcs for Venue Rentals | | 5,235 | 20,000 | 6th Floor private event rentals |
| 100-5720-6100 | Miscellaneous Expenditures | 314 | 82 | 5,000 | |
| 100-5720-8200 | **Obsolete Acct -** Events | 662,025 | | | |
| 100-5720-8210 | Comm Partnerships - Cultural | | 57,449 | 141,000 | $15,000 - Dia de Los Muertos<br>$33,000 - PI Skate Night<br>$27,000 - MiGente<br>$ 2,500 - Indigenous<br>$ 8,500 - Black History<br>$ 2,500 - Women's History<br>$31,500 - Juneteenth and brunch<br>$ 6,000 - Pride<br>$15,000 - Cinco de Mayo |
| 100-5720-8220 | Comm Partnerships - Art,Music,Theater,Literature | | 5,307 | 16,000 | $6,000 - Arts Festival<br>$2,500 - Curbside Theater<br>$7,500 - ICON Nights (3 events) |

# Community Life Events & Programs cont'd

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Community Life - Events** | | | | | |
| 100-5720-8230 | Comm Partnerships - Recreation,Sports,Athletics | | 19,667 | 30,000 | $25,000 - Doxie Derby<br>$ 5,000 - Tournaments |
| 100-5720-8240 | Comm Partnerships - Private Entity Fundraising | | | 3,000 | |
| 100-5720-8250 | Comm Partnerships - Holidays | | 7,365 | 18,500 | $5,500 - Tree Lighting / Santa<br>$5,500 - Lunar New Year<br>$2,500 - July 4th Parade<br>$2,500 - Hanukkah / Solstice<br>$2,500 - Pie and Rootbeer Day |
| 100-5720-8260 | Comm Partnerships - Education | | 4,009 | 5,500 | Earth Day |
| 100-5720-8265 | Comm Partnerships - Food | | 479 | 12,000 | $6,000 - Friday Food Trucks<br>$6,000 - Dinner with Strangers |
| 100-5720-8270 | **Obsolete Acct -** Venture Out! City-wide Activities | 9,835 | | | |
| 100-5720-8271 | Venture Out! Festivals | | 15,335 | 81,000 | |
| 100-5720-8272 | Venture Out! Movies | | 7,211 | 16,500 | |
| 100-5720-8273 | Venture Out! Camp Tracy | | 80,327 | 90,000 | |
| 100-5720-8274 | Venture Out! Night Out Against Crime | | 2,625 | 5,500 | |
| 100-5720-8275 | Venture-Out! Street Parties | | 3,366 | 10,500 | |
| 100-5720-8279 | Venture-Out!<br>Non-Cash Sponsorship Fulfillment | | | 5,000 | |
| 100-5720-8281 | Holidays - Hearts Afire | | 10,435 | 11,000 | |
| 100-5720-8282 | Holidays - Independence Eve | | 45,908 | 38,000 | |
| 100-5720-8283 | Holidays - Millfreaks | | 22,031 | 23,000 | |
| 100-5720-8284 | Holidays - Magic Ice Show | | 60,944 | 63,000 | |
| 100-5720-8285 | Holidays - Big Boom Bash & Early Eve | | 44,455 | 43,000 | |
| 100-5720-8286 | Holidays - Hoiliday Decorations | | 66,589 | 65,000 | 3rd Christmas tree pymt (Winter 2023,2024,2025) |
| 100-5720-8290 | Events: Miscellaneous Events | | 4,059 | | |
| 100-5720-8291 | Events: Bingo | | 10,428 | 12,000 | |
| | **Department Totals** | **1,017,084** | **830,066** | **1,178,000** | |

# Community Life Public Markets

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Community Life - Public Markets** | | | | | |
| 100-5730-1100 | Salaries - Reg FT & PT Employees | 29,226 | 129,319 | 190,000 | |
| 100-5730-1200 | Wages - Non-Benefit PT & Seasonal | 40,387 | 44,783 | 38,500 | Specialty Mkt Supervisors, Bus Dvlpmt Job Expansion |
| 100-5730-1300 | Overtime | 8,989 | 8,717 | | |
| 100-5730-1400 | Employee Benefits | 21,142 | 43,970 | 75,000 | |
| 100-5730-2100 | Books, Subscriptions, Memberships | | 100 | 500 | Department of Agriculture |
| 100-5730-2230 | Conferences & Training Registration | | 54 | 3,000 | Farmers Market training (4 employees) |
| 100-5730-2235 | Employee Travel | | | 4,000 | Farmers Market training (4 employees) |
| 100-5730-2240 | Uniforms | 115 | 919 | 2,000 | |
| 100-5730-2245 | Meeting Expenses | | 438 | 750 | |
| 100-5730-2400 | Office Supplies | | 289 | 750 | |
| 100-5730-2410 | Postage & Shipping | 14 | | 100 | |
| 100-5730-2415 | **Obsolete Acct -** Advertising and/or Public Notices | 21,820 | 7,413 | | moved to specific markets |
| 100-5730-2450 | **Obsolete Acct -** Printing | 5,719 | 5,391 | | moved to specific markets |
| 100-5730-2510 | Software | | | 1,500 | Market Wurks |
| 100-5730-2605 | Sm Tools, Minor Equip, Supplies | 8,230 | 9,399 | 10,000 | |
| 100-5730-3100 | **Obsolete Acct -** Professional Services | 6,783 | | | moved to contract labor |
| 100-5730-3200 | Contracted Services | 20,903 | 64,227 | 100,000 | $48K Public Market consultant / $48K Marketing consultant |
| 100-5730-6100 | Miscellaneous Expenditures | 1,119 | 568 | 1,000 | |
| 100-5730-6200 | Bank Fees & CC Processing Fees | 3,869 | 12,587 | 20,000 | |
| 100-5730-7400 | Cap Outlay: Furniture, Fixtures, & Equip | 25,797 | 69,823 | | $25K - Checkout Desk - try to fit into FY25 budget<br>$75K Buildout 4 Storefronts - Pro Shop only $20,000 |
| 100-5730-8200 | Farmers / Harvest Markets | 83,598 | 21,902 | 25,000 | $25K - Operations / No consignment Sales |
| 100-5730-8203 | Front-end Vendors | | 2,103 | 3,000 | $0.00 - Operations / $3K - consignment Sales |

# Community Life Public Markets cont'd

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Community Life - Public Markets** | | | | | |
| 100-5730-8205 | 1330 Design Collective | | 17,708 | 22,000 | $15K - Operations / $10K - Consignment Sales |
| 100-5730-8210 | Art Market | | 13,171 | 32,000 | $15K - Operations / $20K - Consignment Sales |
| 100-5730-8215 | Craft Lake Makers Mart | | 21,285 | 32,000 | $15K - Operations / $20K - Consignment Sales |
| 100-5730-8216 | Earth Market / Pollinator Palooza | | 6,251 | 9,500 | $ 7K - Operations / $2.5K - Consignment Sales |
| 100-5730-8217 | Farmers' Market SNAP / DBL UP | | | 600 | |
| 100-5730-8218 | Great Outdoors Market | | 3,773 | 22,000 | $15K - Operations / $10K - Consignment Sales |
| 100-5730-8219 | Holiday Shoppes | | 80,017 | 110,000 | $20K - Operations / $90K - Consignment Sales |
| 100-5730-8220 | Chambers in Common Mkt | | 975 | 22,000 | $15K - Operations / $10K - Consignment Sales |
| 100-5730-8221 | Millcreek Mercantile | | 12,542 | 35,000 | $20K - Operations / $15K - Consignment Sales |
| 100-5730-8222 | Mini Markets | | | 10,000 | $10K - Operations / No Consignment Sales |
| 100-5730-8223 | Vinyl Revival | | 28,399 | 27,000 | $15K - Operations / $15K - Consignment Sales |
| 100-5730-8224 | Electric Alley Arcade | | 12,915 | 20,000 | $25K - Operations / No Consignment Sales |
| | **Department Totals** | **277,710** | **619,037** | **817,200** | |

# Community Life Recreation

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Community Life - Recreation** | | | | | |
| 100-5740-1100 | Salaries - Reg FT & PT Employees | 208,122 | 191,349 | 280,000 | |
| 100-5740-1200 | Wages - Non-Benefit PT & Seasonal | 192,014 | 165,754 | 200,000 | |
| 100-5740-1300 | Overtime | 10,043 | 2,467 | 5,000 | |
| 100-5740-1400 | Employee Benefits | 75,988 | 80,144 | 130,000 | |
| 100-5740-2100 | Books, Subscriptions & Memberships | 2,465 | 3,490 | 2,500 | Climbing Wall Association<br>US Figure Skating Association<br>Learn to Skate Coaches memberships<br>Olympic Oval memberships |
| 100-5740-2230 | Conferences & Training Registration | 6,094 | 6,177 | 8,000 | URPA (6 employees)<br>Certification w/ National Alliance for Youth Sports (6 employees)<br>Rollercon (1 employees) Las Vegas<br>Climbing Wall Training (on site)<br>Climbling Wall Summit (local training)<br>North Am Rink Conf & Expo (NARCE - 1 employee) Buffalo NY |
| 100-5740-2235 | Employee Travel | 1,461 | 6,483 | 4,000 | URPA (6 employees)<br>Rollercon (1 employees) Las Vegas<br>North Am Rink Conf& Expo (NARCE - 1 employee) Buffalo NY |
| 100-5740-2240 | Uniforms | 10,041 | 2,894 | 10,000 | |
| 100-5740-2245 | Meeting Expenses | 501 | 518 | 1,000 | Recreation Team meetings |
| 100-5740-2400 | Office Supplies | 1,120 | 606 | 3,000 | |
| 100-5740-2410 | Postage & Shipping | 1,276 | | 250 | |
| 100-5740-2415 | Advertising and/or Public Notices | 12,146 | 4,972 | | Advertising for specific programs is charged to that program |
| 100-5740-2450 | Printing | 2,588 | 3,343 | 3,000 | |
| 100-5740-2520 | Purchase of Resale Items | 2,579 | 545 | 3,000 | |
| 100-5740-2605 | Sm Tools, Minor Equip, Supplies | 54,323 | 30,075 | 50,000 | skates, climbing, and mini golf gear |
| 100-5740-3200 | Contracted Services | 4,430 | | 10,000 | Climbing wall setup / take down / refinishing |
| 100-5740-6100 | Miscellaneous Expenditures | 878 | 727 | 2,500 | $5K ask is a repeat of CY budget; 4-08-25 YTD actual = $506 |
| 100-5740-8300 | **Obsolete Acct** - Recreation Programs | | 25,429 | | |
| 100-5740-8301 | Community Rec Programs | | | 15,000 | Playtivities, Summer Camp, Birthday Parties |
| 100-5740-8302 | Rollerskating Programs | | | 20,000 | |
| 100-5740-8303 | Ice Skating Programs | | | 20,000 | |
| 100-5740-8304 | Climbing Wall Programs | | | 20,000 | |
| 100-5740-8305 | Mini Golf / Skate Canyon Programs | | | 5,000 | |
| | **Department Totals** | **586,066** | **524,973** | **792,250** | |

# Community Life Recreation cont'd

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **OBSOLETE DEPARTMENT - Adventure Hub Facility** | | | | | |
| 100-5750-1100 | Salaries - Reg FT & PT Employees | 111,700 | | | |
| 100-5750-1200 | Wages - Non-Benefit PT & Seasonal | 54,800 | | | |
| 100-5750-1200 | Wages - Non-benefit PT & Seasonal | 54,800 | | | |
| 100-5750-1300 | Overtime | 4,923 | | | |
| 100-5750-1400 | Employee Benefits | 44,797 | | | |
| 100-5750-2100 | Books, Subscriptions & Memberships | 880 | | | |
| 100-5750-2230 | Conferences & Training Registration | 252 | | | |
| 100-5750-2235 | Employee Travel | | | | |
| 100-5750-2240 | Uniforms | 1,572 | | | |
| 100-5750-2400 | Office Supplies | 99 | | | |
| 100-5750-2605 | Sm Tools, Minor Equip, Supplies | 60,651 | | | |
| 100-5750-2670 | Utilities | 99,485 | | | |
| 100-5750-3200 | Contracted Services | 31,744 | | | |
| 100-5750-6100 | Miscellaneous Expenditures | 15,935 | | | |
| 100-5750-7250 | Cap Outlay: Bldg Improvements | 14,386 | | | |
| 100-5750-7400 | Cap Outlay: Furniture, Fixtures, & Equip | 14,028 | | | |
| | **Department Totals** | **510,052** | - | - | |

| Account # | Account Description | FY2024 Actual | FY25 Projected 05-08-25 | FY26 Tentative Budget | Notes Supporting Request |
|---|---|---|---|---|---|
| **Other Financing Uses** | | | | | |
| 100-9000-5101 | Series 2021 Debt Svc - Principal Pymt | 715,000 | | 785,000 | debt service schedule |
| 100-9000-5201 | Series 2021 Debt Svc - Interest Pymt | 1,065,262 | | 1,000,000 | debt service schedule + accrued interest |
| | Series 2025A Debt Svc - Principal | | | - | debt service schedule |
| | Series 2025A Debt Svc - Interest Pymt | | | 785,000 | debt service schedule + accrued interest |
| | Series 2025B Debt Svc - Principal | | | - | debt service schedule |
| | Series 2025B Debt Svc - Interest Pymt | | | 200,000 | debt service schedule + accrued interest |
| | UDOT Loan - Principal | | | 315,000 | debt service was originally in CIP |
| | UDOT Loan | | | 85,000 | debt service was originally in CIP |
| 100-9000-9010 | Transfer to Other Funds - MC East | | | 24,000,000 | Transfer to Millcreek East Common - Cap Proj Fund |
| 100-9000-9010 | Transfer to Other Funds - Phase II | 7,500,000 | 2,919,500 | | |
| 100-9000-9020 | Budgetary Addition to Fund Balance | | | | |
| 100-9000-9150 | Lease Payments | 73,124 | | 1,145,525 | |
| 100-9000-9210 | Contribution to Other Governments | 375,227 | 143,076 | 151,000 | $61,000 to SLC for "meat cleaver" property<br>$90,000 (estimate) to UPD for alcohol enforcement |
| | **Department Totals** | **9,728,613** | **3,062,576** | **28,466,525** | |

**MILLCREEK, UTAH**
**RESOLUTION NO. 25-20**

**A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING A GRANT AWARD CONTRACT WITH THE STATE OF UTAH DIVISION OF OUTDOOR RECREATION FOR FUNDING PURSUANT TO THE UTAH OUTDOOR RECREATION GRANT**

**WHEREAS**, the Millcreek Council ("*Council*") met in regular session on May 27, 2025, to consider, among other things, approving a grant award contract with the State of Utah Division of Outdoor Recreation for funding pursuant to the Utah Outdoor Recreation Grant; and

**WHEREAS**, Millcreek applied for Utah Outdoor Recreation Grant from State of Utah Division of Outdoor Recreation in the amount of $1,000,000.00 to assist in the construction of Millcreek Common Phase II Open Space; and

**WHEREAS**, the Council has determined that it is in the best interest of the inhabitants of Millcreek to enter into a grant contract with the State of Utah Division of Outdoor Recreation for funding pursuant to the Utah Outdoor Recreation Grant; and

**WHEREAS**, a grant award contract with State of Utah Division of Outdoor Recreation for funding pursuant to the Utah Outdoor Recreation Grant has been presented to the Council for review and approval, a copy of which is attached hereto ("*Contract*"); and

**WHEREAS**, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

**NOW, THEREFORE, BE IT RESOLVED** that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 25-20, shall take effect immediately on passage.

**PASSED AND APPROVED** by this 27th day of May, 2025.

MILLCREEK

By:_____
**Jeff Silvestrini**, Mayor

ATTEST:

_____
**Elyse Sullivan,** City Recorder

| Roll Call Vote: | |
|---|---|
| Silvestrini | Yes No |
| Catten | Yes No |
| DeSirant | Yes No |
| Jackson | Yes No |
| Uipi | Yes No |

Vendor No. **VC217491**
Contract No. 252050
Commodity 99999

# STATE OF UTAH CONTRACT
## Division of Outdoor Recreation
### Utah Outdoor Recreation Grant (UORG)

**Millcreek Common Phase II Open Space**

- **CONTRACTING PARTIES:** This contract ("Agreement" or "Contract") is between the State of Utah, Division of Outdoor Recreation (the "State"):

  Department of Natural Resources
  Division of Outdoor Recreation
  1594 West North Temple #100
  Salt Lake City, UT 84116

  **Contact Person:** Noemi Molina
  **Phone:** 385-564-4621
  **Email:** nmolina@utah.gov

  **and the following Grantee:**
  Millcreek
  3330 South 1300 East
  Millcreek, UT 84106

  **Federal Tax ID:** 81-4189711

  **Contact Person:** Kristofer Land
  **Email:** kland@millcreekut.gov

- **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Agreement to award funding for the Millcreek Common Phase II Open Space project as set forth in the Project Description ("Attachment C"), as approved by the State (the "Project") . This Contract sets forth the terms and conditions under which the Grantee may obtain and maintain eligibility for Utah Outdoor Recreation Grant (UORG) funding.

- **AUTHORITY:** This Contract is entered into pursuant to the State's authority to administer funds under Utah Code § 79-8-401 through 402 and Utah Administrative Code R650-302. All awarded funding is subject to, and contingent on, legislative appropriation.

- **CONTRACT PERIOD:**
  This Contract is executed as of the date of the last signature and is effective through September 30, 2027, unless terminated early or extended in accordance with the terms and conditions of this Contract.

- **CONTRACT AMOUNT:** The State awards, and the Grantee accepts, a potential grant award of up to $1,000,000 (the "Award"). The Grantee agrees to meet a match as shown on the budget (Attachment D).

- **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
  Attachment A – Standard Terms and Conditions for Grants
  Attachment B – Utah Outdoor Recreation Grant (UORG) Terms and Conditions
  Attachment C – Project Description
  Attachment D – Budget
  Any conflicts between Attachment A and the other attachments will be resolved in favor of Attachment A.

- **DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
  All governmental laws, regulations, or actions applicable to the Award authorized by this Contract, including but not limited to Utah Code § 79-8-401 through 402 and Utah Administrative Code R650-302, the Salesforce funding application APP-003871 and all documentation submitted for this project.

- **CONTRACT EXECUTION:**
  Each person signing this contract represents and warrants that they are duly authorized and have the legal capacity to execute and deliver this Contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Contract and the performance of each party's obligations hereunder have been duly authorized and that the Contract is a valid and legal contract binding on the parties and enforceable in accordance with its terms. This Contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this Agreement.

- **USE OF GRANT AWARD:**
  In signing this Agreement, Grantee affirmatively acknowledges and agrees that Grantee is obligated to expend any and all Award Amount to effectuate the Project set out in the Project application as approved by the State, and in a way that is consistent with the Scope of Work attached to this Contract as Attachment C. Unless approved in a written amendment executed in accordance with the terms of this Contract and signed by Grantee and the State, no Award Funds may be used for costs or expenses not associated with the approved Project, including expenses associated with other projects or grants, even if those project or grants are administered by the State or the Division of Outdoor Recreation. Grantee understands and affirmatively acknowledges that expenditure of Award Funds on any cost or expense that is not directly associated with the Project approved by the State constitutes a material breach of this Contract. Grantee understands and affirmatively agrees that the State expressly reserves the right to clawback any improperly expended Award Funds and to take any other legal action that the State, in its sole discretion, determines to be necessary to ensure Award Funds are, or were, expended in a manner consistent with the requirements of this Contract and Utah law.

**BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.**

**Millcreek**

Signature: Jeff Silvestrini, mayor
Jeff Silvestrini, mayor (May 14, 2025 15:06 MDT)

Name: Jeff Silvestrini, mayor

Title: Mayor

Date: 05/14/2025

**STATE OF UTAH**
Division of Outdoor Recreation

Signature: Patrick Morrison

Name: Patrick Morrison

Title: Recreation Program Director

Date: 05/14/2025

**STATE OF UTAH**
Division of Finance – Reviewed and Processed

Date: 05/16/2025

Contract Number: 252050

## Attachment A: Standard Terms and Conditions for Grants

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Confidential Information**" means information that is deemed as confidential under applicable State and Federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under Federal and State laws.
   b) "**Contract**" means the Agreement, including all referenced attachments and documents incorporated by reference.
   c) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners. For purposes of the Agreement, "Contractor" is synonymous with "Grantee" and extends to all Grantee's agents, officers, employees, partners and assigns.
   d) "**Goods**" means all types of tangible personal property, including but not limited to materials, supplies, and equipment that the Contractor is required to deliver to the State Entity under this Contract.
   e) "**Grant Money**" means the "Award" or "Award Amount" under the Agreement.
   f) "**Grantee**" means the individual or entity which is the recipient of the "Grant Money" from the State Entity.
   g) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified in the Contract.
   h) "**State of Utah" or "State**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   i) "**Subgrantee**" means a person or entity under the direct or indirect control of "Grantee", including, but not limited to, Grantee's agents, consultants, employees or anyone else Grantee may be liable to, or under contract with.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all Subgrantees, in effectuating any act under the Contract will comply with all applicable Federal and State constitutional mandates, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by Federal funds, either in whole or in part, then any Federal regulation related to the Federal funding, including but not limited to CFR Appendix II to Part 200 and other Federal laws as identified in the Notice of Award, will supersede this Attachment A.

4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records necessary to properly account for Grantee''s performance and the payments made by the State Entity to Grantee under this Contract. These records shall be retained by Grantee for at least six (6) years after final payment of the Grant Award, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, the State of Utah, Federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

5. **PERMITS:** If necessary, and unless otherwise agreed to in the Contract, Grantee shall procure and pay for all permits, licenses, and approvals necessary, as conditions precedent or otherwise, for the execution of this Contract.

6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah, or as otherwise set forth in State law. If applicable:

   a. Grantee certifies as to its own entity, under penalty of perjury, that Grantee has registered and is participating in the Status Verification System to verify the work eligibility status of Grantee's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

   b. Grantee shall require that each of its Grantees certify by affidavit, as to their own entity, under penalty of perjury, that each Subgrantee has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Grantee's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

8. **INDEPENDENT CONTRACTOR:** Grantee and Subgrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.

9. **CONTRACTOR RESPONSIBILITY:** INTENTIONALLY DELETED

10. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and Subgrantees, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Grantee, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Grantee's liability, including a limitation of liability clause for anyone for whom the Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

    Notwithstanding the above, if both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 *et seq.*), nothing in this Contract shall be construed as a waiver of any party's rights, limits, protections, or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence, and will defend against any claims or lawsuit brought against it. If the Act applies to both parties, there are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** INTENTIONALLY OMITTED

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the scope/purpose of the Contract. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. **DEBARMENT:** Grantee certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, State, or local. Grantee must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Grantee. The State Entity and the Grantee may terminate this Contract, in whole or in part, at any time, by mutual agreement, in writing.

    In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Grantee of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NON-APPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX AND TAX DEDUCTION/BENEFITS EXEMPTION:** It is Grantee's responsibility to request the State Entity's sales tax exemption number, which will be provided upon request. It is Grantee's sole responsibility to obtain

independent tax and legal advice in connection with this Contract and to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** INTENTIONALLY OMITTED

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY**: Grantee shall maintain workers' compensation insurance during the term of this Contract for all its employees, as well as for any Subgrantee as required by law.

19. **RESERVED.**

20. **PUBLIC INFORMATION/DATA PRIVACY:** Grantee agrees that this Contract, and related documents, including application materials may be classified by the State Entity as public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract and any related documents for purposes of complying with GRAMA or any other Federal or State law. The State Entity and the State of Utah are not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, or any related documents.

    Grantor is committed to protecting personal data to the best of its ability and as required by Chapter 19 of the Utah Code (Government Data Privacy Act). As such, Grantor does not sell any personal data collected. Any personal data collected as part of this grant shall be used for solely purposes of: (1) administering and enforcing the Contract, (2) complying with Grantor's statutory duties as set forth in the Utah Code; (3) providing information to third parties for legitimate research or other statutorily permitted purposes, and (4) complying with local, State or Federal law, including responding to GRAMA (Government Records Access and Management Act, Utah Code section 63G-2-10 *et seq.*) record requests. Grantee may contact the Grantor at the address in the Agreement to exercise any rights under the Government Data Privacy Act.

21. **DELIVERY:** INTENTIONALLY OMITTED

22. **ACCEPTANCE AND REJECTION:** INTENTIONALLY OMITTED

23. **INVOICING:** INTENTIONALLY OMITTED

24. **PAYMENT:** Unless otherwise agreed to by the Parties in writing, the following paragraph applies to this Contract:

    Payments are to be made within thirty (30) days after a correct invoice is received, unless otherwise agreed to by the parties in writing. All payments to Grantee will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). The acceptance by Grantee of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Grantee. The State Entity's final payment shall not be deemed a waiver of any and all claims that the State Entity or the State of Utah may have against Grantee. The State of Utah and the State Entity will not allow the Grantee to charge end users electronic payment fees of any kind, unless otherwise agreed to, in writing, by the State Entity.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Grantee each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Grantee prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Grantee shall transfer any ownership claim to the State Entity.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY OMITTED

28. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Grantee in default of this Contract: (i) Grantee's non-performance of its contractual requirements and obligations under this Contract; or (ii)

Grantee's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Grantee will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Grantee's liability for damages. If the default remains after Grantee has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts or grants from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Grantee under this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Grantee has access to or processes Confidential Information as defined under Utah law or as identified as such by the State Entity or the State of Utah, Grantee shall: (i) advise its agents, officers, employees, partners, and Subgrantee of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the Contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Grantee will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with Utah's Government Data Privacy Act. In Accordance with that Act, Grantee and its Subgrantees must comply with all the same requirements regarding personal data as the State.

    Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable, including, but not limited to, any Subgrantees.

    Upon termination or expiration of this Contract, Grantee will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** INTENTIONALLY OMITTED
33. **WORK ON STATE OF UTAH PROPERTY OR ELIGIBLE USER PREMISES**: INTENTIONALLY OMITTED
34. **CONTRACT INFORMATION:** INTENTIONALLY OMITTED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Grantee's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Grantee's responsibilities may be reinstated upon advance written notice from the State Entity.
37. **CHANGES IN SCOPE**: Any changes in the scope of the work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Contract.
38. **PROCUREMENT ETHICS:** INTENTIONALLY OMITTED
39. **ATTORNEY'S FEES:** INTENTIONALLY OMITTED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Contract, then all travel costs associated with this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7 or as otherwise permitted by Contract.
41. **DISPUTE RESOLUTION:** INTENTIONALLY OMITTED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed in the Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract that has not been cured, or of any of the following clauses, including, but not limited to: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Indemnification, Indemnification Relating to Intellectual Property, and Contractor's Insurance Responsibility.

44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

45. **ERRORS AND OMISSIONS:** Grantee shall not take advantage of any errors and/or omissions in this Contract. The Grantee must promptly notify the State of any errors and/or omissions that are discovered.

46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

47. **ANTI-BOYCOTT ACTIONS**: In accordance with Utah Code 63G-27 *et seq*., Grantee certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

48. **TIME IS OF THE ESSENCE:** Grantee shall complete any work under the Contract by the deadline in the Contract. Time is of the essence and Grantee shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Grantee's failure to timely perform under this Contract.

49. **PERFORMANCE EVALUATION:** INTENTIONALLY OMITTED

50. **STANDARD OF CARE:** INTENTIONALLY OMITTED

51. **REVIEWS PERFORMANCE EVALUATION:** The State Entity reserves the right to perform checks, reviews, performance reviews, and/or comment upon Grantee's performance under the Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

52. **RESTRICTED FOREIGN ENTITIES AND FORCED LABOR PRODUCT:** INTENTIONALLY OMITTED

(Revision Date: 3/11/2025)

## Attachment B: Utah Outdoor Recreation Grant (UORG) Program Terms and Conditions

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:
   a) The Project Description for this Agreement is outlined in Attachment C. The Grantee hereby agrees to complete that Scope of Work and shall use the Award funding provided to achieve the goals and benchmarks set forth therein.
   b) Successful completion of the Scope of Work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
   c) The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
   d) All requirements listed in the Project application, Program Guide for eligibility, and required attachments are incorporated here by reference though not attached hereto.
   e) The Project shall commence within one hundred eighty (180) calendar days from the Contract's effective date and be completed on or before the Contract termination date.
   f) The Grantee agrees that the Project acquired, developed, or improved under this Contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with Utah Outdoor Recreation Grant funding Award is converted to another use, the other use must be of comparable value and may not be converted until all parties agree in writing to the converted use. The converted use must be in the same general location and all costs, fees (including attorney's fees) and other expenses in converting the use will be paid by the Grantee.
   g) The Grantee shall maintain or ensure appropriate maintenance as determined by the State, in its sole discretion, of all facilities and property covered by this Contract in a safe, usable, and attractive condition. The Project area shall be kept reasonably open, accessible, and safe for public use. Structures, trails, and trail infrastructure should be maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed under this Contract on lands legally owned by the Grantee.
   h) The Grantee shall provide evidence that the Project has county, city, or tribal approval and endorsement. In addition:
      a. A contract must be signed with the party who will maintain the Project for at least the next ten (10) years. Evidence supplied in the Grantee's Project application may fulfill this requirement; and
      b. Any assets purchased with this Award must be used for their intended purpose for a minimum of ten (10) years, or the life of the asset, and may not be sold or transferred to another entity.

      The State reserves the right to request updated documentation and proof of continued support and maintenance contracts, or any other documents related to the Project at any time. The Grantee shall give the State reasonable notice (as set forth in Attachments A and B) of any change in the contract or endorsement status. **Loss of endorsement or maintenance contract may constitute an event of default and result in a clawback Award .**
   i) If the Project, or any part of the Project, is located on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from, or any violation of, Federal regulations shall constitute an event of default and result in the clawback of the Award. The Grantee shall give the State reasonable notice (as set forth in Attachments A and B) in the event that approval of the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
   j) All property on which Utah Outdoor Recreation Grant infrastructure-funded projects are located must be owned by or under the control of the Grantee or eligible entity that has partnered with the Grantee, and any partnership must be approved by the State. If the Project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general

public right-of-way across the private property. This should be documented with a Grant of Easement and Right-of-Way, which must be filed with the County in which the real property is located. Proof of property ownership and all contracts, agreements, forms, or other information pertinent to the property shall be provided to the State for approval before the completion of the Project. Lack of proof shall constitute an event of default and may result in the clawback of the Award and cancellation of the Project.

k) For grant requests in excess of $15,000, the infrastructure Project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area, and/or have the potential for increased visitation to the area. All other requirements of Utah Admin R.650-302, including, but not limited to, Admin R.650-302.5.5 must be met in order for the Project to be eligible.

l) The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species, such as the Sage Grouse. If the project is close to a special management area it must first secure written approval from DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the Project in a way that is current with all DWR regulations and requirements. If the Project is found to be in violation of any regulation regarding the management of species within the Project, it shall constitute an event of default and may result in the clawback of the Award .

m) The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA).

n) All fees charged by the Grantee or others in granting access to the Project shall be disclosed to the State by providing reasonable notice (as set forth in Amendments A and B). The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this Agreement. If a fee is found to be prohibitive to public access in the sole discretion of the State, the Grantee shall have thirty (30) days to change the fee to be reasonable, in the sole discretion of the State. Grantee's failure to comply with this term will constitute an event of default and the State may clawback the Award.

o) The Grantee shall notify the State of the public opening date. Upon the public opening of the Project, the Grantee shall make every effort to make the public aware of the Project's existence with appropriate publicity and marketing. Such publicity can include, but is not limited to, a grand opening ceremony, a press release to the local media, social media postings, or any other manner, as determined by the State, to appropriately promote the public use of the Project.

2. NATURE OF ENTITY:

a) The Grantee affirms that it is a political subdivision of the State, Federal agency, State agency, or is a tribal government, or non-profit corporation classified under U.S. Code § 501(c)(3) or subsection (c)(6) and is physically located within the State.

b) The Grantee is not a for-profit entity: For-profit entities may not receive a Utah Outdoor Recreation Grant.

3. REPORTING:

a) Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the Contract termination date. Each report shall include the following:

   i. Assurances that all Award Funds paid to the Grantee were used towards completion of the Project outlined in Attachment C;
   ii. A brief synopsis of the work completed in the previous six months; and
   iii. An outline of the work anticipated to be completed in the next six months.

b) If Grantee fails to provide the first two scheduled reports to the State, as described herein, Grantee shall waive any consideration by the State for potential Contract extension should such extension be necessary to complete Grantee's Project.

4. FUNDING:

a) The Awardee shall not receive any of the Award Amount until this Contract is fully signed and executed.

b) Up to 75% of the Award Amount may be awarded upfront in 25% increments prior to full completion of the Grantee's Project. These upfront funds must be spent, and documentation submitted to the State documenting the same, before the State will consider providing the final 25% of the Award. Under Utah Admin R650-301-8, the State will withhold the final 25% of the Award until final completion of the Project, and receipt of any required documentation of the Project's completion, as set forth below. In addition, in order to receive upfront funding, Grantee must submit:
   (i) A Project timeline showing expenditures of a portion of the Award Amount in six- month increments;
   (ii) A Project budget showing the expenditure of upfront funds, such as bids, quotes or other documentation showing the need for the upfront funding; and
   (iii) Any other documentation required by Utah statute, rule or Division of Outdoor Recreation policy, or requested by the State that is pertinent to the Award.
   (jjj) The remaining 25% of funds may only be disbursed upon completion of the Grantee's Project, a final on-site inspection (if applicable), and submission of the Final Report, in addition to any other documentation required or requested by the State.

c) In no event shall payments from the State to the Grantee exceed the total Award.

c) All funds must be spent by the Grantee within the Scope of Work of the Grantee's Project.

d) The Grantee must provide matching funds as listed under Section 5 of this Agreement.

e) A portion of the Grantee's required matching funds must be paid in cash,

f) A portion (maximum 50%) of the Grantee's required matching funds may be provided through an in-kind contribution if:
   i. The in-kind donation is approved in advance by the State; and
   ii. The in-kind donation is for services or materials that are directly related to the Grantee' Project, as defined in the Scope of Work (Attachment C).

5. REIMBURSEMENT REQUESTS:

a) Reimbursement requests must be received by the State within 60 days after the Contract termination date. Grantee may request a Project extension if completion of the Project will not meet the current Contract termination date, as set forth in the Agreement. **An amendment request must be submitted 60 days prior to the initial Contract termination date. All expenditures must be dated prior to the Contract termination date.**

b) The following documentation shall, at a minimum, be provided upon the State's receipt of a final reimbursement request:
   i) Copies of invoices and evidence of payment (checks, bank statements, etc.) for work done on the Project;
   ii) Records of volunteer labor or other in-kind donations for work done on the Project;
   iii) Several photos showing the Project is complete;
   iv) A final report with the description of the Project; and other information requested by the State.
   v) A description and an itemized report detailing the expenditure of the Award or the intended expenditure of any Award Amount that has not been spent;
   vi) The Division's reimbursement request document, or a letter of request on Grantee's letterhead specifying the requested Award Amount; and
   vii) Any additional documentation requested by the State.

c) Requests shall be submitted electronically, to the Grant Manager, Noemi Molina, at nmolina@utah.gov. It is Grantee's sole obligation to ensure that any electronic messages or requests are received by the Grant Manager, and to retain documentation thereof. The Grantee shall document that the entirety of the Award received by the Grantee for this Project was spent on effectuating the completion of the Project.

6. **SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the Project.

7. **AUDIT:**

a) The Grantee shall allow State auditors to make audits and inspections of all records relating to this Project .

b) The Grantee shall make available for audit and inspection the records of expenditures relating to this C Contract until all State audits are completed or for a period of up to five (5) years from the termination date of this Contract, except that, for any assets purchased with the Award Amount, Grantee shall make available for audit and inspection the records showing that the asset is being used for its intended purpose for a minimum of ten (10) years, or the life of the asset, as the asset may not be sold or transferred to another entity.

c) The Grantee shall refund to the State any portion of the Award spent that did not meet the requirements of this Contract, including any portion of the Award determined by audit to be ineligible under the Agreement, or in accordance with State or Federal law.

d) The record retention schedule in this paragraph shall take precedence over that stated in Attachment A of this Agreement.

8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the Award and the activities covered by this Contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representative access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice (as set forth in Attachments A and B).

9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the Award, or a portion thereof, or to terminate this Contract and pay no further funds to Grantee in the event that the Grantee breaches any of the terms of this Contract, or those in the documents incorporated by reference, but not attached.

10. **ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Division of Outdoor Recreation is recognized as a partner in the Project. Such efforts include recognition of the State in fundraising materials, installation of signage at the Project location, using the Utah Division of Outdoor Recreation name and official logo, and other appropriate attribution for the funding made possible by the State .

11. **ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the Project to assess progress and ensure that the Award Funds being spent on the Project specified within the Grantee's Project application.

12. **STATE CONTACT PERSON/NOTICE:** The State designates the Director of the Office of Outdoor Recreation at the State, or their designee, as the contact person to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

    Unless otherwise specified in this Agreement, any requirement to provide notice to the State shall be in writing, by certified mail (return receipt requested) or by a similar service (such as UPS), which provides a notice of receipt documenting that the notice was delivered to the individual designated in paragraph 1 of the Agreement, at the address provided by the State, and signed for by the Director of the Office of Outdoor Recreation, or their designee. It is Grantee's sole obligation to ensure that notice is received by the State and the State shall not be held liable for Grantee's failure to strictly comply with the notice requirements of this Agreement.

13. **LICENSE TO PROMOTE:** The Grantee gives to the State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its Project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications, presentations or other promotional material.

*[The remainder of this page intentionally left blank]*

## Attachment C: Project Description

Millcreek Common Phase II begins after the completion of a parking garage southwest of Phase II (May 2025). The temporary lot where the site currently sits will be demolished, utilities will be installed, and earthwork will be done in preparation for construction of the site.

The following scope of work will take place from Spring 2025 to Fall 2026.

- Angular grading and elevation changes will provide space for native and native-adapted trees, shrubs, and groundcover.
- A mix of more than 130 evergreen and deciduous trees will be used to provide shade and buffer views of parking and utilities. The shrubs and ground cover are envisioned to be low meadow-like grasses planted between 1 foot and to a maximum height of 3 feet as a strategy to maintain visibility and safety throughout the project.
- Lighting, speakers, and 120-volt power pedestals will also be included around the sight for events and charging.
- Splash Creek, an interactive water feature will bisect the project flowing from north to south. It provides a cool summer activity for kids along the south edge of the event lawn supported by built in seating, shade trees, and artificial turf hang-out areas. An artistically designed water fall feature will be at the outlet of splash creek.
- Comfortable Adirondack chairs, benches, and seating will be provided throughout the park in addition to artificial grass-sloped hills for playing and hanging out. The main walkway through the site will run parallel to the water feature and make use of multi-use planters and benches along its edges.
- The Adventure Hub (from MC Phase I) will rent balls and clubs for Milo's Mini-golf, Utah's first 19-hole mini golf course that weaves through the southeast portion of the project. The mini golf holes will be custom designed with tilted angles and organic obstacles that mimic the natural beauty of our state. The holes will be designed with artificial turf and a poured-in-place rubber play surface that is long lasting and easy to maintain.
- Skate Canyon, a skateboarding and other wheel sports feature will be provided along the west property line. The feature will provide a skating playground for all ages. Starting from Woodland Ave, a skate path with gentle ramps and slopes will weave through the trees, allowing for several routes to be explored as it enters a more advanced area to the south. It will be fitted with several skate playground features such as stairs, grinding rails, sloping mounds, and walls with steel edges. Rough paving texture will control skate use in areas where it is not desired.
- Milo the Moose, Millcreek's beloved mascot, will now take center stage as Millcreek Common's newest playground! Standing a majestic 20 feet tall, this impressive play structure offers children opportunities to take calculated risks, fostering confidence and learning through play. Together with Splash Creek and Skate Canyon, Milo's design draws inspiration from Utah's stunning yet challenging natural landscapes.

Attachment D

| Project Name: | Project Applicant: | Project County: | Qualified for UORG Match? |
|---|---|---|---|
| Millcreek Common Phase II Open Space | Millcreek | Salt Lake | Qualified for UORG Match |

## OVERVIEW OF FUND SOURCES

*Step 1: List all sources of Cash Funding by type for the entire project. These can include other donations, grants received, etc. UORG requested funds go in the first row (Orange). Applicant Cash Funds go in the next row. Other Cash Partners (if applicable) go in the following rows.*

| 1. CASH OVERVIEW | Type of Funds | Source of Funds (Organization) | Date Secured | Cash Amount | Total Cash Funding ($) |
|---|---|---|---|---|---|
| | Utah Outdoor Rec. Grant | Division of Outdoor Recreation | Requested | $1,000,000.00 | $1,000,000.00 |
| | Applicant Cash Match | Millcreek General Fund, Park Impact Fees, and Woodland Ave. CRA | 7/1/2024 | $5,440,000.00 | $5,440,000.00 |
| | TRCC Grant | Salt Lake County | 12/16/2024 | $1,503,069.00 | $1,503,069.00 |
| | SLFRF Grant | American Rescue Plan Act | 12/22/2021 | $2,500,000.00 | $2,500,000.00 |
| | LWCF Grant | National Park Service | 9/27/2023 | $2,500,000.00 | $2,500,000.00 |
| | | | | TOTAL CASH FUNDING | $12,943,069.00 |

*Step 2: List all sources of In-Kind (non-cash) Match for the entire project. In-Kind is defined as donated products, labor, or services.*

| 2. IN-KIND MATCH OVERVIEW | Type of Funds | Source of Funds (Organization) | Date Secured | In-Kind Value | Total In-Kind Funding ($) |
|---|---|---|---|---|---|
| Value of materials, equipment or services | Applicant In-Kind Match | | | | |
| | [Partner In-Kind Match] | | | | |
| | [Partner In-Kind Match] | | | | |
| Insert more rows as needed below | [Partner In-Kind Match] | | | | |
| | | | | TOTAL IN-KIND FUNDING | $0.00 |
| TOTAL PROJECT VALUE | | | | TOTAL PROJECT COST (UORG+Cash+In-Kind) | $12,943,069.00 |

## DETAILED LIST OF ANTICIPATED USE OF FUNDS

*Step 3: List all the uses of cash for the project by Type of Service. Note: The total cash listed here in Step 3 should match the total listed in the cash overview from Step 1. Please fill in the amount being used from UORG (Orange), applicant funds, or partner funds below. Add rows as needed.*

### 3. CASH DETAILED DESCRIPTION

| | | | | | | Difference $0.00 | Cash Amounts Agree | |
|---|---|---|---|---|---|---|---|---|
| Type of Service: Please select or change | Vendor (Organization) | Anticipated Use of Cash Funds: Briefly describe | Number of Units | Cost Per Unit | Extended Cost | Utah Outdoor | Applicant Funds | Partner Funds |
| Professional Services | Terracon + Subconsultants | Design and Documentation Fees | 1 | $ 832,021.00 | $ 832,021.00 | | $ 832,021.00 | $ - |
| Professional Services | Hogan | General Conditions, Supervision, and CM Fees | 1 | $ 1,293,400.00 | $ 1,293,400.00 | | $ 1,293,400.00 | $ - |
| Misc. Category | Hogan | Preconstruction Fee, Bonds, and Assurances | 1 | $ 153,270.00 | $ 153,270.00 | | $ 153,270.00 | $ - |
| Misc. Category | Hogan | Design and Construction Contingency | 1 | $ 724,566.00 | $ 724,566.00 | | $ 724,566.00 | $ - |
| Misc. Category | Hogan | Allowance Winter Conditions | 1 | $ 85,000.00 | $ 85,000.00 | | $ 85,000.00 | $ - |
| Equipment | Awarded Bidder | Site Specific Conditions | 1 | $ 70,000.00 | $ 70,000.00 | | $ 33,950.00 | $ 36,050.00 |
| Equipment | Awarded Bidder | Demolition and Earthwork | 1 | $ 814,076.00 | $ 814,076.00 | | $ 394,826.86 | $ 419,249.14 |
| Materials | Awarded Bidder | Site Concrete Work (walls, walkways, pavers, etc) | 1 | $ 1,331,364.00 | $ 1,331,364.00 | | $ 645,711.54 | $ 685,652.46 |
| Materials | Awarded Bidder | Skate Canyon Skate Park | 1 | $ 628,875.00 | $ 628,875.00 | $ 300,000.00 | | $ 328,875.00 |
| Materials | Awarded Bidder | Bridge | 1 | $ 40,000.00 | $ 40,000.00 | | $ 19,400.00 | $ 20,600.00 |
| Materials | Awarded Bidder | Utilities and Electrical | 1 | $ 780,950.00 | $ 780,950.00 | | $ 378,760.75 | $ 402,189.25 |
| Materials | Awarded Bidder | Mini Golf | 1 | $ 261,300.00 | $ 261,300.00 | | | $ 261,300.00 |
| Materials | Awarded Bidder | Milo the Moose Playground | 1 | $ 1,581,435.00 | $ 1,581,435.00 | $ 400,000.00 | | $ 1,181,435.00 |
| Materials | Awarded Bidder | Planting | 1 | $ 528,963.00 | $ 528,963.00 | | $ 257,004.83 | $ 271,958.17 |
| Materials | Awarded Bidder | Railings and Site Walls (Non-Concrete) | 1 | $ 214,997.00 | $ 214,997.00 | | $ 104,273.55 | $ 110,723.46 |
| Materials | Awarded Bidder | Site Furniture | 1 | $ 260,700.00 | $ 260,700.00 | | $ 260,700.00 | $ - |
| Materials | Awarded Bidder | Wayfinding Signage | 1 | $ 50,000.00 | $ 50,000.00 | | $ 24,250.00 | $ 25,750.00 |
| Materials | Awarded Bidder | Splash Creek Water Feature | 1 | $ 586,700.00 | $ 586,700.00 | $ 300,000.00 | | $ 286,700.00 |
| Materials | Awarded Bidder | Shade Structures (4 Custom designed to site) | 1 | $ 480,135.00 | $ 480,135.00 | | $ 232,865.48 | $ 247,269.53 |
| Materials | Awarded Bidder | Restroom and Amenity Deck | 1 | $ 2,225,317.00 | $ 2,225,317.00 | | | $ 2,225,317.00 |
| | | | | CASH SUBTOTAL | $ 12,943,069.00 | $ 1,000,000.00 | $ 5,440,000.00 | $ 6,503,069.00 |

*Step 4: List all the uses of In-Kind for the project by Type of Service. Note: The total In-Kind listed here in Step 4 should match the total listed in the In-Kind overview from Step 2. Please fill in the amount being used from the applicant, or partner funds below. Add rows as needed.*

### 4. IN-KIND DETAILED DESCRIPTION

| | | | | | | Difference $0.00 | In-Kind Amounts Agree |
|---|---|---|---|---|---|---|---|
| Type of Service: Please select or change | Source of Funds | Anticipated Use of In-Kind Funds: Briefly describe | Number of Units | Cost Per Unit | Extended Cost | Applicant In-Kind | Partner In-Kind |
| Please select type from dropdown menu. | | | | | | | |
| Please select type from dropdown menu. | | | | | | | |
| Please select type from dropdown menu. | | | | | | | |
| Please select type from dropdown menu. | | | | | | | |
| ANTICIPATED USE OF IN-KIND FUNDS | | | | IN-KIND SUBTOTAL | $ - | $ - | $ - |
| TOTAL Eligible Project Costs | | | | TOTAL PROJECT COST (UORG+Cash+In-Kind) | $12,943,069.00 | | |

*Step 5: Please include an estimate of costs that contributed to the overall project cost, but are not eligible as a grant match. Ex: Work completed prior to grant award, purchases of real estate, NEPA or other permitting etc.*

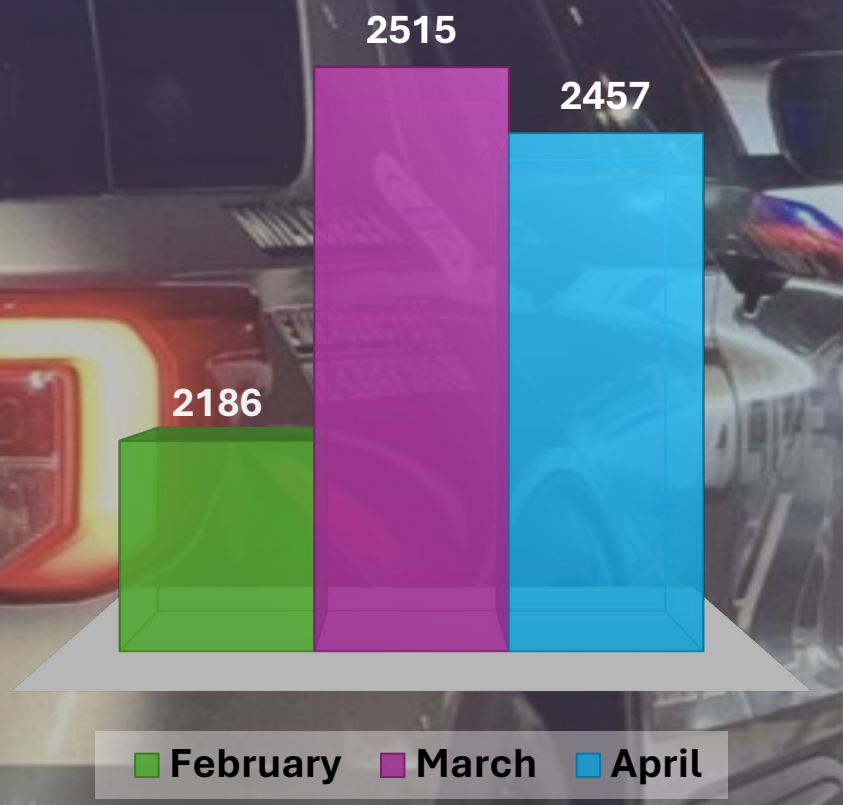
### 5. ADDITIONAL INELIGBLE PROJECT COSTS $ -

| Description | Source of Funds | Cost |
|---|---|---|
| Please add description here | Applicant/Partner | $ - |
| | Total | $ - |
| | | TOTAL PROJECT COST (projected) $12,943,069.00 |

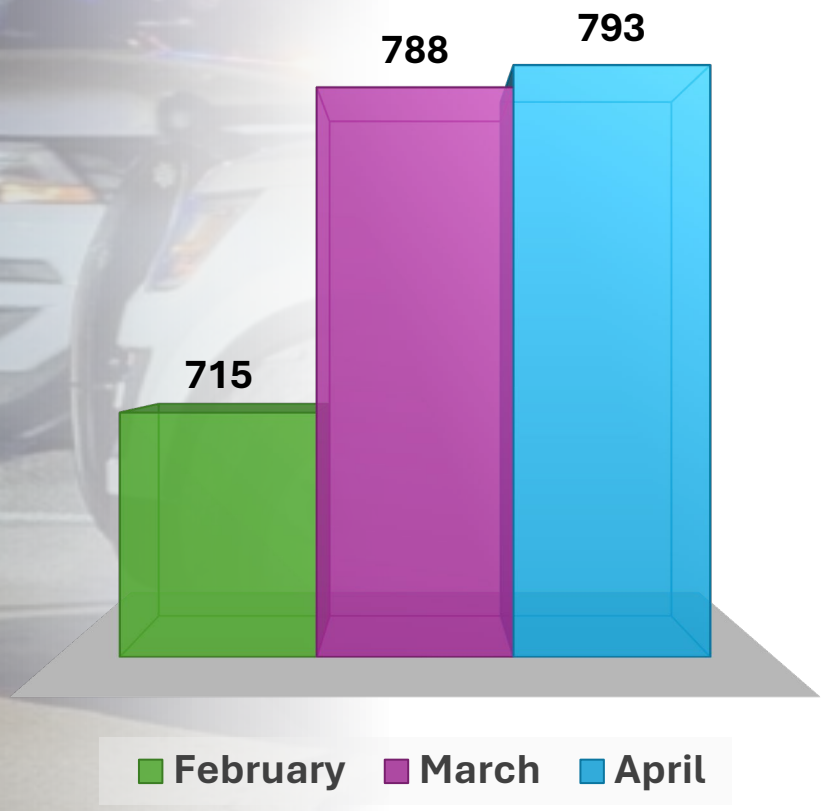
# Millcreek City – April 2025

# Millcreek City

## Calls for Service

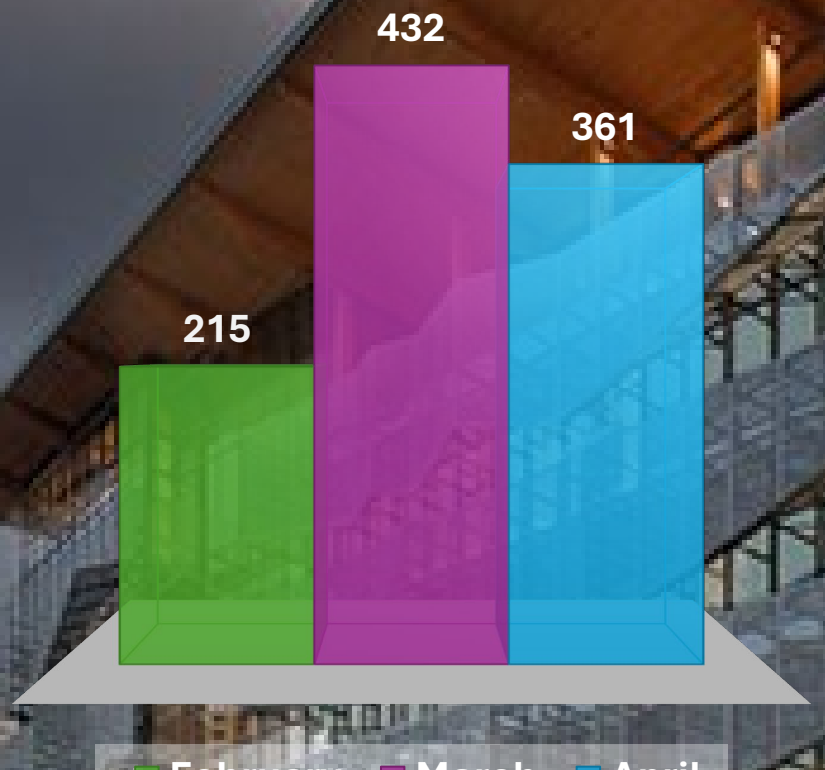



## New Police Reports

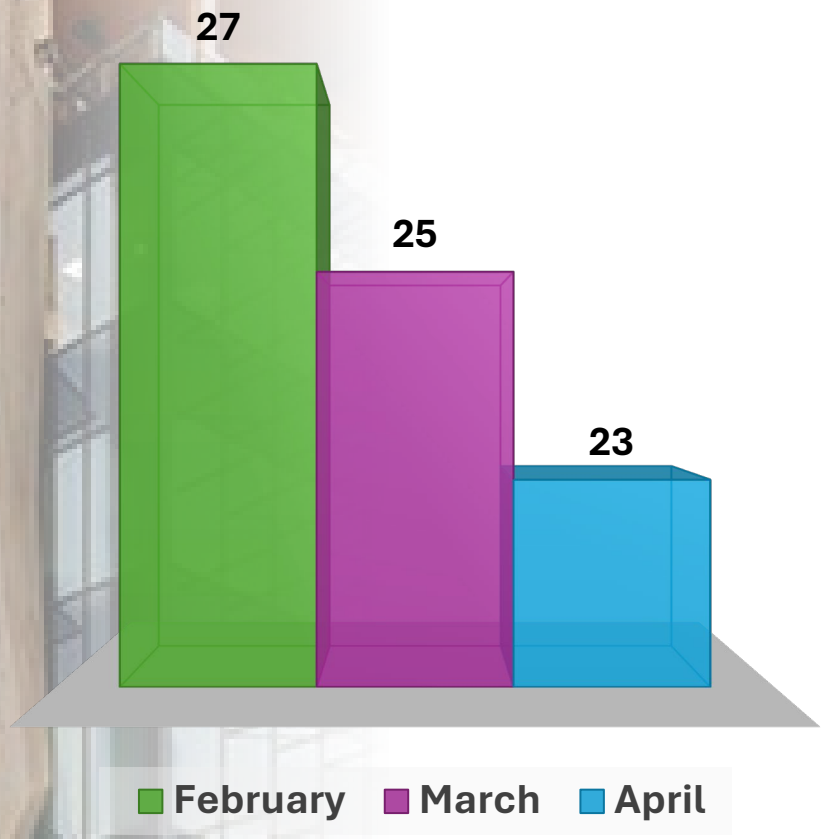


# Millcreek City

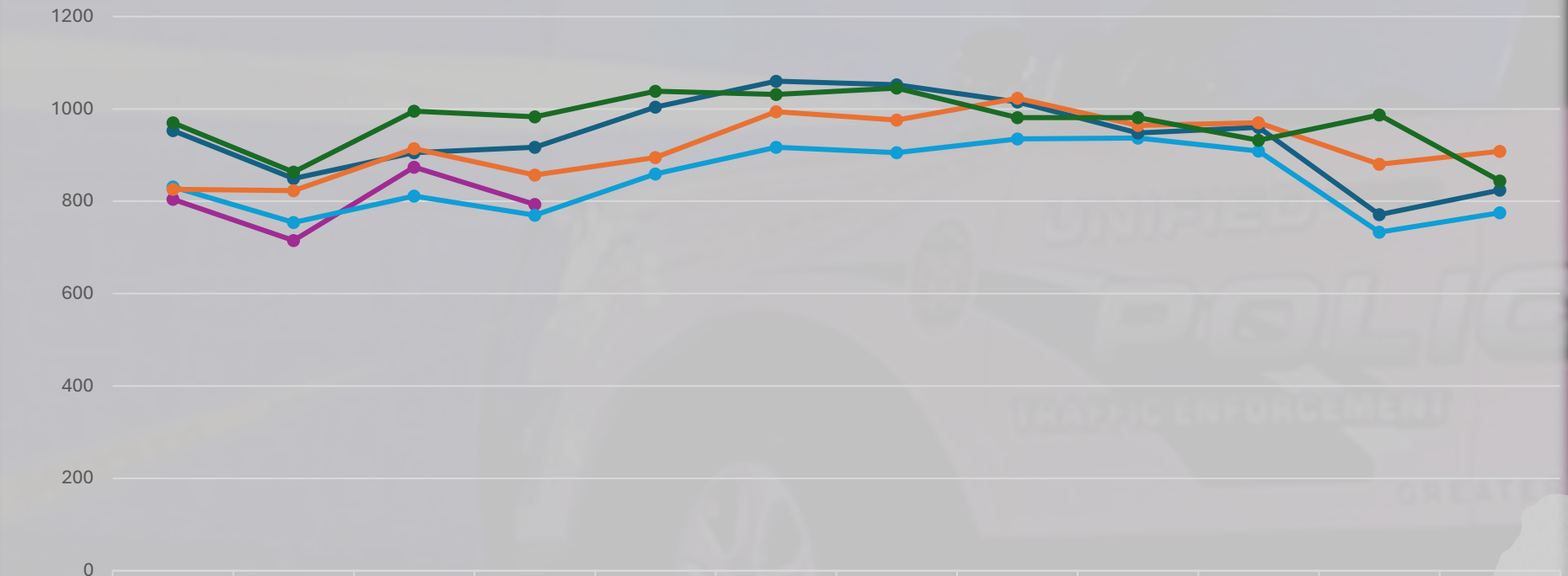
## Citations/Tickets




## Booking Arrests



# Millcreek City




| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2025 | 804 | 715 | 874 | 793 | | | | | | | | |
| 2024 | 831 | 754 | 811 | 770 | 859 | 917 | 905 | 935 | 937 | 909 | 733 | 775 |
| 2023 | 953 | 849 | 905 | 917 | 1004 | 1060 | 1052 | 1015 | 948 | 960 | 771 | 824 |
| 2022 | 826 | 823 | 914 | 857 | 895 | 994 | 976 | 1023 | 964 | 970 | 880 | 908 |
| 2021 | 970 | 863 | 995 | 983 | 1038 | 1031 | 1045 | 981 | 981 | 932 | 987 | 844 |

# Millcreek City-UPD Current Staffing April 2025

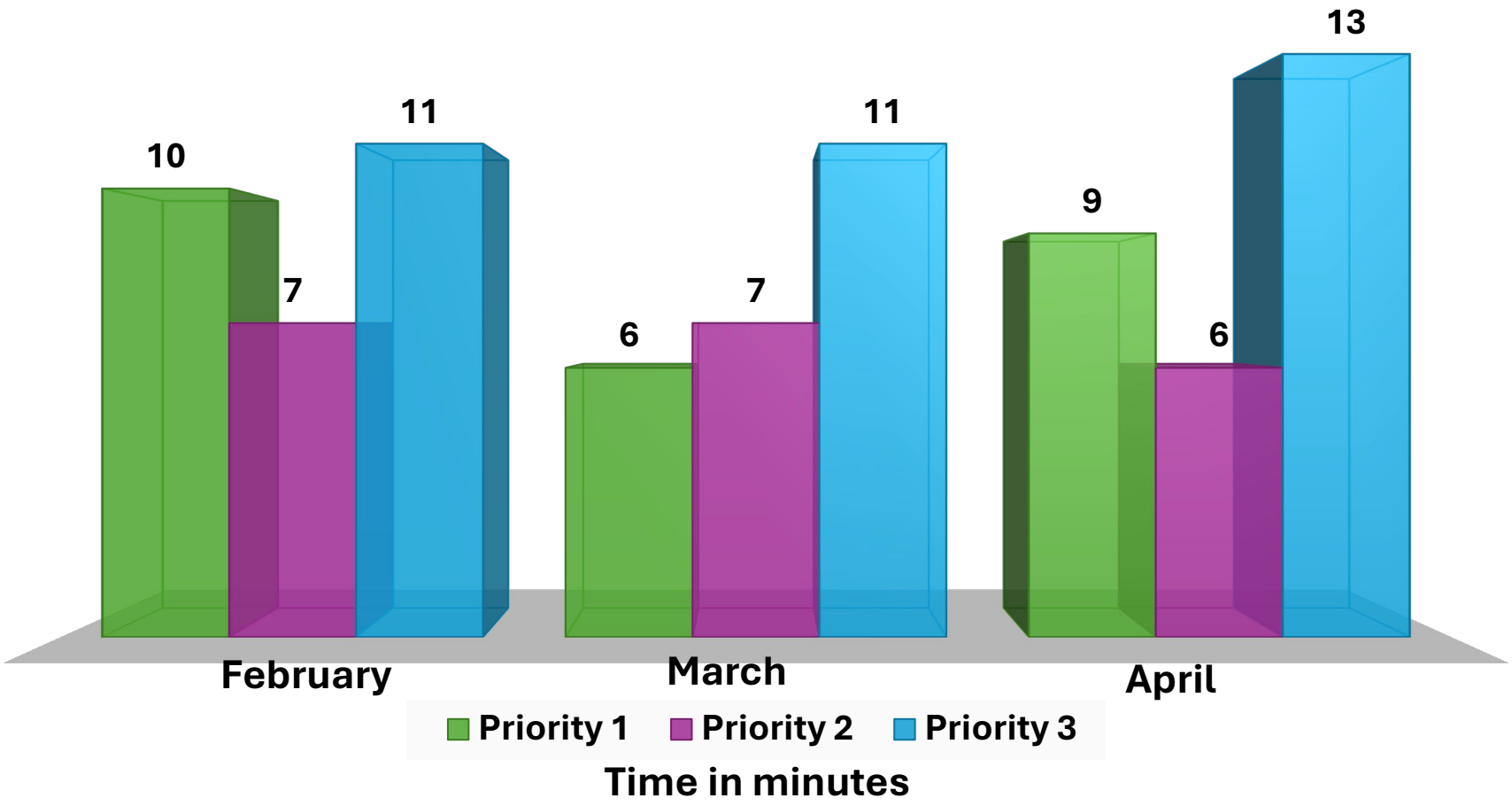
- True Vacancies 1
- Allocated to Millcreek 5
  (FTO/Academy/Future Start Date)
- Vacant Patrol Positions 4
- Vacant Specialty Positions 1
  (Traffic/Investigations)

Updated 05/18/2025

****Major/Time Consuming Cases****

**25-28130 Weapons Off.**
**25-32420 Missing**
**25-30249 Panis Alarm**
**25-34986 Fire Assist**
**25-28114 Fire Assist**
**25-30922 Domestic**

# Police Response Times Millcreek




## Salt Lake City Response Times

- **Priority 1: 6:43**
- **Priority 2: 9:49**
- **Priority 3: 21:13**

***Apr 2025**

- **Priority 1 (Emergency)** Immediate threats to life, safety, or serious property damage.
- **Priority 2: (Urgent)** Situations requiring a quick response but not posing an immediate danger to life.
- **Priority 3: (Routine)** Non-urgent calls that do not involve immediate risks.

# Millcreek Unified Police
# April 2025

## Directed Enforcement Unit (DEU)

**Operational Summary**

13 Arrests
2 Search Warrants
2 Stolen Vehicles
3 Agency Assists

**SIEZED**

1 Firearms
Fraud Documents
30.3 oz Meth

# Millcreek Unified Police
# April 2025

## Millcreek Motors Unit

| | Mar 25 | Apr 25 |
|---|---|---|
| • Hit and Run’s | 3 | 7 |
| • Crashes | 45 | 38 |
| • Citations | 254 | 197 |

# Unified Police Investigations
# Millcreek Precinct
# April 2025

| VIOLENT CRIMES UNIT (VCU) | |
|---|---|
| TOTAL ACTIVE CASES | 105 |
| NEW | 9 |
| Homicide / Suspicious Death | - |
| Death Investigation | 7 |
| Felony Assaults | 1 |
| Misd Assault / Threats | - |
| Kidnap / Attempt | - |
| Robbery | 1 |
| Other / Stalking | - |

| SPECIAL VICTIMS' UNIT (SVU) | |
|---|---|
| TOTAL ACTIVE CASES | 90 |
| NEW | 16 |
| Child Sex Abuse | 3 |
| Adult Sex Assault | 3 |
| Child Physical Abuse | 2 |
| Elderly / Vulnrable Abuse | - |
| Other Case | 1 |
| Missing | 4 |
| Runaway | 3 |

# Unified Police Special Operations
# April 2025

## SPECIAL WEAPONS AND TACTICS (SWAT)

| | |
|---|---|
| New Call Outs | 0 |

## CRASH ACCIDENT RECONSTRUCTION UNIT (CAR Team)

| | |
|---|---|
| Call Outs | 10 |

## K9 UNIT

| | |
|---|---|
| NEW | 34 |
| Alarm | 2 |
| Suspicious | 2 |
| Family Offense | 2 |
| Government Offense | 1 |
| Weapon Offense | 3 |
| Welfare Check | 2 |
| Traffic Offense | 14 |
| Person Crime | 1 |
| Disturbance | 1 |
| Public Relations | 1 |
| Mental Subject | 1 |
| Fugitive / Warrant | 4 |

# Unified Police Investigations
# April 2025
# Millcreek Precinct

**NEW CASES**

| | | | |
|---|---|---|---|
| Assault | 23 | Homicide | 0 |
| Burglary | 18 | Larceny | 58 |
| Drug Offenses | 19 | Robbery | 1 |
| Family Offense | 70 | Sex Offense | 4 |
| Fraud | 10 | Stolen Vehicles | 12 |

During the month of February, Millcreek Precinct detectives were **assigned 47** cases, and 6 of those cases were submitted for charges to Holladay Justice Court or 3rd District

**TRANSIENT CALLS**

| | |
|---|---|
| Transient | 17 |

# Millcreek Unified Police
# April 2025

**MENTAL HEALTH CALLS**

| | |
|---|---|
| Mental Health Calls | 47 |