

When Recorded Return to
Springville City Corporation
110 South Main Street
Springville, UT 84663

DEVELOPMENT AGREEMENT
(Westfields Central New Neighborhood Plan)

THIS AGREEMENT is entered into effective this 13 day of Sept., 2022, by and between SPRINGVILLE CITY, a municipal corporation of the State of Utah, 110 South Main Street, Springville, Utah 84663 ("City"), and Tim Alders, located at 5306 W Julieann place Highland, Utah _____ ("Developer").

RECITALS

- A. Developer is developing property under the Traditional Neighborhood Development Overlay Zone (the "TND Overlay Zone"), which property is located at approximately 950 West 700 South in Springville City, Utah County, Utah (Parcel No. 26:041:0068). A legal description of the property is attached as Exhibit A (the "Property").
- B. Under Section 11-5-803 of the Springville City Code, the TND Overlay Zone requires a Developer to receive an approval of a neighborhood plan and enter into a development agreement. Developer's approved neighborhood plan is called the Westfields Central New Neighborhood plan and is attached as Exhibit B (the "Neighborhood Plan" or "Project").
- C. Developer is constructing and installing certain facilities, infrastructure and improvements on and about the Property (collectively, the "Public Improvements"), including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City.
- D. Developer has designed and is developing the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's general plan, zoning, subdivision and development regulations, as more fully set forth below.
- E. City, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.
- F. The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City agree to the following:

1. **Recitals Affirmed.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.



ENT 104903:2022 PG 1 of 12
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Sep 28 12:15 pm FEE 0.00 BY MG
RECORDED FOR SPRINGVILLE CITY

2. Plans, Permits and Approvals; Impact Fees.

A. Plans; Revised Plans.

- a. **Neighborhood Plan.** The Neighborhood Plan has been adopted by the City Council for developing the Property. As development of the Project moves forward, Developer understands and agrees that the City Council may change the Neighborhood Plan, including repealing all or a portion of it, at any time to meet the interests of City. All City land use regulations apply to the Project unless revised by the Neighborhood Plan.
- b. **Construction Plans.** Developer has prepared, or will prepare, detailed construction plans, drawings and specifications (collectively, the "Construction Plans") for the Public Improvements for the Project, which Construction Plans have been approved by City, or must be approved through City's land use regulations and processes before construction on the Project may begin. The Construction Plans are incorporated herein by this reference.

B. Permits and Approvals; Documents. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like (collectively, the "Approvals") for performance of the Project. Developer shall obtain any necessary approvals regarding any matters that are not specifically addressed in the Neighborhood Plan.

C. Impact Fees. Developer agrees to pay any "Impact Fees" in accordance with the applicable City requirements.

D. Documents. Developer agrees to provide City with a copy of relevant records and documents relating to the Public Improvements, as reasonably requested by City.

E. Building Design.

- a. All building types shall meet those type standards for each particular building type under the Table 3 – Type Standards of the Neighborhood Plan (the "Design Standards"). Prior to any building permit being submitted, Developer and City's Community Development Director shall meet to discuss the building's design to determine whether the building meets the Design Standards. The City's Community Development Director shall make the final determination regarding whether a building meets the Design Standards.
- b. Developer agrees to follow and be bound by all of the Design Standards in the Neighborhood Plan. The parties agree that this agreement meets all requirements of Section 10-9a-534 of the Utah Code and any other Utah Code Sections to require Developer to follow the Design Standards in the Neighborhood Plan. Developer shall follow the Neighborhood Plan in constructing buildings within the Project, including, but not limited, constructing buildings in accordance with the types, locations and designs in the Neighborhood Plan.

3. Manner of Performance.

A. Term. The term of this agreement shall be for a period of five years. After the initial term, this agreement may be continued for an additional term or terms as agreed to in writing by both parties.

B. Compliance with Plans and Laws. Developer shall pursue the Project to completion (the “Work”) (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans and Neighborhood Plan, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the “City Code”), rules, regulations, and official policies of the City governing the use, density and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City.

C. Street Trees. Developer agrees to pay for and install all street trees shown on the approved Neighborhood Plan. After installing all street trees, Developer shall maintain the street trees for a period of one year. During the one-year period after the street trees have been installed, any street trees that have died or do not appear to be thriving, as determined by City’s urban forester, shall be replaced by Developer at Developer’s sole cost and expense.

D. Materials and Labor. Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project at Developer’s sole cost and expense, unless otherwise stated herein.

E. Guarantee of Performance. Developer acknowledges and agrees that an improvement completion assurance is required for the Project. Developer will furnish to City an improvement completion assurance in accordance with Springville City Code §§ 14-5-202, et seq., in an amount required by Springville City but not to exceed one hundred ten percent (110%) of the engineer’s estimate price for faithful completion of the Public Improvements. If Developer fully completes and City approves all of the Public Improvements prior to recording the Westfields Central Subdivision, Developer is only required to furnish an improvement warranty. The engineer’s estimated price is attached as Exhibit C.

F. Improvement Warranty. Prior to City’s acceptance of the Public Improvements, Developer shall execute an improvement warranty for the one (1) year improvement warranty period and post a ten percent (10%) cash deposit, surety bond, letter of credit, or other similar security that is acceptable to City’s City Administrator in accordance with Section 14-5-205 of the City Code.

G. Insurance. Developer agrees to obtain and maintain general public liability insurance and property damage insurance with City named as an additional insured, at the rate of Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) aggregate during construction of the Project.

H. Inspections. Developer shall ensure that all inspections necessary for the Public Improvements under the City Code are timely requested. Developer understands and agrees that failure to request a proper inspection may result in the removal of Public Improvements at the sole cost and expense of Developer. The City shall perform inspections as soon as possible and otherwise in good faith following the applicable request in accordance with the City Code.

4. Off-site Work and Additional Fees and Costs.

Electrical Extension Fees. Developer shall pay electrical extension fees as determined by the City's Power Department, which fees shall be for the cost for installing and constructing the necessary electrical infrastructure for the Project.

5. Ownership of Improvements; Acceptance and Dedication. Developer shall retain ownership of Public Improvements constructed for the Project and shall remain solely responsible for all necessary maintenance, repairs, and replacements of the Public Improvements prior to final acceptance thereof by City. Developer agrees that no connections to the Public Improvements shall occur before City accepts the same, as contemplated herein. City agrees to accept dedication of the Public Improvements upon completion thereof by Developer in accordance with the Construction Plans, the Approvals, and all applicable land regulations. Upon such acceptance by City, (i) Developer shall assign and convey to City all of Developer's right, title and interest in the Public Improvements in writing (or shall be deemed to have done so by this writing), (ii) Developer shall have no further interest in the Public Improvements, and (iii) City shall maintain and operate the Public Improvements as part of its public systems.

6. Reimbursable Costs - Upsized Public Improvements. City has not required Public Improvements on the Project which are larger than would be required to serve the Project only. Therefore, there are no reimbursable improvements.

7. Water Shares. Prior to beginning the Work on the Project, Developer shall tender to City, in accordance with the City's land use regulations, the required number of shares of Springville Irrigation Company water shares, or its equivalent, for the Project.

8. Civic Space.

A. Park/Density Bonus. As part of the density bonus for the higher densities of the Neighborhood Plan than the underlying zone, Developer shall install all the park space improvements, including, without limitation, all infrastructure, equipment, landscaping, art work, structures and other improvements shown on the Neighborhood Plan (collectively, the "Park Improvements") and dedicate the park space to City.

B. Timing. The Park Improvements shall be installed by December 14, 2022.

C. Certificates of Occupancy. No certificates of occupancy for any phase of the Project shall be issued until all of the Park Improvements have been completed, or Developer provides an adequate improvement completion assurance for the Park Improvements.

9. Notices. Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 9.

10. Indemnity. Developer agrees to indemnify, release and defend City with Counsel of City's choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer's agents, (ii) any claim or action related to the installation of the Public Improvements or breach of this Agreement, (iii) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by the City; and (iv) liens or claims on the Public Improvements by any persons providing materials and/or services related to such Public Improvements on behalf of or at the request of Developer.

11. Authority and Authorization. Developer hereby represents and warrants to City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer.

12. Future Action. Nothing in the Agreement shall limit the future exercise of the police power by 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; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project.

13. Other Laws. Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Developer agrees to comply with all laws during construction of the Project and Public Improvements.

14. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

15. Attorney Fees. In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

16. Severability. Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

17. Modification. Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and Developer.

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

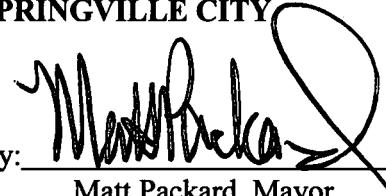
Attest:


CITY RECORDER

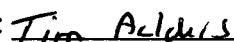


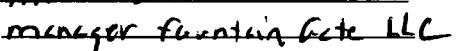
SPRINGVILLE CITY

By:


Matt Packard, Mayor

DEVELOPER - 

By: 

Title: 

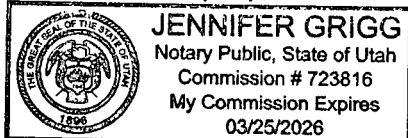
STATE OF UTAH)

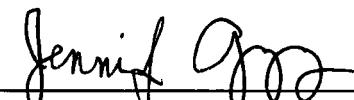
⋮

COUNTY OF UTAH)

⋮

On this 13 day of September, 2022, before me personally appeared Timothy Alders, known to me to be the person who executed this Development Agreement as the Developer and acknowledged to me that he executed the same for the purposes therein stated.




Notary Public

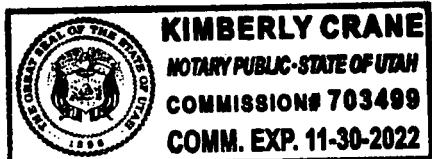
STATE OF UTAH)

⋮

COUNTY OF UTAH)

⋮

On this 13 day of September, 2022, before me personally appeared Matt Packard, known to me to be the person who executed this Development Agreement on behalf of Springville City and acknowledged to me that he executed the same for the purposes therein stated.




Notary Public

Exhibit "A"

BEGINNING AT A POINT ON THE SOUTH LINE OF THE PHEASANT VALLEY SUBDIVISION, PLAT "A", WHICH POINT LIES S88°34'55"W 316.36 FEET ALONG THE SECTION LINE AND SOUTH 618.44 FEET FROM THE NORTH 1/4 CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S88°36'14"E 673.49 FEET ALONG SAID PHEASANT VALLEY SUBDIVISION, PLAT "A" SUBDIVISION TO THE WEST LINE OF CRYSTAL SPRINGS, PLAT "A" SUBDIVISION; THENCE ALONG THE BOUNDARY OF SAID CRYSTAL SPRINGS, PLAT "A" SUBDIVISION THE FOLLOWING FOUR (4) COURSES TO WIT: (1) S00°11'02"W 3.79 FEET, (2) N88°40'48"W 0.06 FEET, (3) S00°16'01"W 709.18 FEET, (4) S89°29'50"E 3.19 FEET TO THE WEST LINE OF LEORAH SPRINGS, PHASE 1; THENCE ALONG SAID LEORAH SPRINGS, PHASE 1 SUBDIVISION S00°32'44"W 604.89 FEET TO THE NORTH LINE OF CANYON SPRINGS, PLAT "A"; THENCE N89°38'00"W 688.06 FEET ALONG SAID CANYON SPRINGS, PLAT "A" SUBDIVISION; THENCE N00°53'30"E 1330.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.71 ACRES.

Exhibit “B”

The Westfields Central New Neighborhood Plan can be accessed here:

<https://www.codepublishing.com/UT/Springville/html/images/WestfieldsCentralNewNeighborhoodPlan.pdf>

Exhibit “C”

SPRINGVILLE CITY
Westfield Central - (Interior) Bond Form

Development Name	Westfield Central - (Interior)	Owner(s)	Tim Allders	Date	3/21/2022
Bond (X) Cash () Letter		Name of Bank		Attn:	
Date of DRC Approval		Address of Bank			

Sewer

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
8" Main	4675	lf	\$ 44.00	\$ 205,700.00	\$ -	\$ -	\$ -	\$ -
60" Manhole (pour in place)	1	each	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
60" Manhole	8	each	\$ 4,600.00	\$ 36,800.00	\$ -	\$ -	\$ -	\$ -
48" Manhole	23	each	\$ 4,100.00	\$ 94,300.00	\$ -	\$ -	\$ -	\$ -
4" Lateral	139	each	\$ 2,110.00	\$ 293,290.00	\$ -	\$ -	\$ -	\$ -
Connect to exist SS MH	2	each	\$ 2,300.00	\$ 4,600.00	\$ -	\$ -	\$ -	\$ -
Air Test	4675	lf	\$ 0.85	\$ 3,973.75	\$ -	\$ -	\$ -	\$ -
Deflection Test	4675	lf	\$ 0.85	\$ 3,973.75	\$ -	\$ -	\$ -	\$ -
Jet Cleaning	4675	lf	\$ 0.40	\$ 1,870.00	\$ -	\$ -	\$ -	\$ -
Televising	4675	lf	\$ 0.55	\$ 2,571.25	\$ -	\$ -	\$ -	\$ -
Manhole Vacuum Test	32	each	\$ 60.00	\$ 1,920.00	\$ -	\$ -	\$ -	\$ -
Concrete MH Collars	32	each	\$ 350.00	\$ 11,200.00	\$ -	\$ -	\$ -	\$ -
Import Trench Backfill	16575	ton	\$ 15.00	\$ 248,625.00	\$ -	\$ -	\$ -	\$ -
Sub-total Sewer				\$ 923,823.75	\$ -	\$ -	\$ -	\$ -

Water

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
8" Main	3375	lf	\$ 53.00	\$ 178,875.00	\$ -	\$ -	\$ -	\$ -
8" Valve	10	each	\$ 2,200.00	\$ 22,000.00	\$ -	\$ -	\$ -	\$ -
Concrete Valve Box Collar	15	each	\$ 300.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -
1" Service	99	each	\$ 2,230.00	\$ 220,770.00	\$ -	\$ -	\$ -	\$ -
2" Service	21	each	\$ 4,400.00	\$ 92,400.00	\$ -	\$ -	\$ -	\$ -
2" Poly Main w/ 1" service stubs	39	each	\$ 2,100.00	\$ 81,900.00	\$ -	\$ -	\$ -	\$ -
8" Cross	1	each	\$ 2,100.00	\$ 2,100.00				
8" Tee	2	each	\$ 1,450.00	\$ 2,900.00				
8" 45-deg bend	20	each	\$ 750.00	\$ 15,000.00				
2" Blowoff	6	each	\$ 1,150.00	\$ 6,900.00	\$ -	\$ -	\$ -	\$ -
Fire Hydrant Assembly	5	each	\$ 6,850.00	\$ 34,250.00	\$ -	\$ -	\$ -	\$ -
Fire Line Stub	1	each	\$ 5,000.00	\$ 5,000.00				
Connect to exist waterline	1	each	\$ 1,700.00	\$ 1,700.00	\$ -	\$ -	\$ -	\$ -
Hot Tap exist waterline (8"x8")	5	each	\$ 6,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
Tracer Wire	3375	lf	\$ 0.45	\$ 1,518.75	\$ -	\$ -	\$ -	\$ -
High Chlorine Test	10	each	\$ 30.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -
Pressure Test	10	each	\$ 100.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
Bacteria Test	10	each	\$ 100.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
Import Trench Backfill	8330	ton	\$ 15.00	\$ 124,950.00	\$ -	\$ -	\$ -	\$ -
Sub-total Water				\$ 827,063.75	\$ -	\$ -	\$ -	\$ -

Pressurized Irrigation

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
Connect to exist PI line (cut in tee)	2	each	\$ 2,600.00	\$ 5,200.00	\$ -	\$ -	\$ -	\$ -
Connect to exist PI line	1	each	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -
6" Main	1675	lf	\$ 45.00	\$ 75,375.00	\$ -	\$ -	\$ -	\$ -
6" Valve	7	each	\$ 1,800.00	\$ 12,600.00	\$ -	\$ -	\$ -	\$ -
6" Tee	1	each	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
6" 45-deg bend	12	each	\$ 750.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ -
Concrete Valve Box Collar	7	each	\$ 300.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -
2" Blowoff	3	each	\$ 1,250.00	\$ 3,750.00	\$ -	\$ -	\$ -	\$ -
1" Service	11	each	\$ 1,350.00	\$ 14,850.00	\$ -	\$ -	\$ -	\$ -
2" Service	13	each	\$ 2,700.00	\$ 35,100.00	\$ -	\$ -	\$ -	\$ -
PI Drain	1	each	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
6" PI Loop	4	each	\$ 5,400.00	\$ 21,600.00	\$ -	\$ -	\$ -	\$ -
Tracer Wire	1675	lf	\$ 0.45	\$ 753.75	\$ -	\$ -	\$ -	\$ -
Pressure Test	5	each	\$ 100.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -
Import Trench Backfill	2815	ton	\$ 15.00	\$ 42,225.00	\$ -	\$ -	\$ -	\$ -
Sub-total Pressurized Irrigation				\$ 230,653.75	\$ -	\$ -	\$ -	\$ -

Storm Drain

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
15" Pipe (RCP)	2520	lf	\$ 61.00	\$ 153,720.00	\$ -		\$ -	
18" Pipe (RCP)	640	lf	\$ 68.00	\$ 43,520.00	\$ -		\$ -	
24" Pipe (RCP)	552	lf	\$ 97.00	\$ 53,544.00	\$ -		\$ -	
30" Pipe (RCP)	275	lf	\$ 133.00	\$ 36,575.00	\$ -		\$ -	
36" Pipe (RCP)	720	lf	\$ 151.00	\$ 108,720.00	\$ -		\$ -	
18" FES w/ Trash Rack	1	each	\$ 2,300.00	\$ 2,300.00	\$ -		\$ -	
36" FES w/ Trash Rack	2	each	\$ 5,100.00	\$ 10,200.00	\$ -		\$ -	
18" Snout	1	each	\$ 3,000.00	\$ 3,000.00	\$ -		\$ -	
36" Snout	2	each	\$ 8,000.00	\$ 16,000.00	\$ -		\$ -	
60" Manhole	24	each	\$ 4,100.00	\$ 98,400.00	\$ -		\$ -	
72" Manhole	6	each	\$ 5,300.00	\$ 31,800.00	\$ -		\$ -	
72" Manhole (CIP)	5	each	\$ 14,000.00	\$ 70,000.00	\$ -		\$ -	
Combo Box	7	each	\$ 5,600.00	\$ 39,200.00	\$ -		\$ -	
Storm Inlet Box (2x3x4)	21	each	\$ 2,700.00	\$ 56,700.00	\$ -		\$ -	
SD Box	13	each	\$ 4,600.00	\$ 59,800.00	\$ -		\$ -	
SD Box w/ Weir	1	each	\$ 5,500.00	\$ 5,500.00	\$ -		\$ -	
Remove Exist SD MH	1	each	\$ 900.00	\$ 900.00	\$ -		\$ -	
Remove Exist SD pipe	760	lf	\$ 9.00	\$ 6,840.00	\$ -		\$ -	
SD Tie-Ins	9	each	\$ 1,800.00	\$ 16,200.00	\$ -		\$ -	
Concrete Collars	42	each	\$ 800.00	\$ 33,600.00	\$ -		\$ -	
Televising	4707	lf	\$ 0.55	\$ 2,588.85	\$ -		\$ -	
Excavate & Grade Pond	1	ls	\$ 8,500.00	\$ 8,500.00	\$ -		\$ -	
Import Trench Backfill	3570	ton	\$ 15.00	\$ 53,550.00	\$ -		\$ -	
Sub-total Storm Drain					\$ 911,157.85			

Streets

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
Remove and replace AC (Utility Restoration)	16840	sf	\$ 7.50	\$ 126,300.00	\$ -		\$ -	
Remove C&G	850	lf	\$ 9.00	\$ 7,650.00	\$ -		\$ -	
Remove Exist AC	10155	sf	\$ 1.00	\$ 10,155.00	\$ -		\$ -	
Rough grade subgrade	473680	sf	\$ 0.15	\$ 71,052.00	\$ -		\$ -	
3" Asphalt	161400	sf	\$ 1.60	\$ 258,240.00	\$ -		\$ -	
8" Roadbase	172250	sf	\$ 1.15	\$ 198,087.50	\$ -		\$ -	
18" Imported E-Fill	13450	ton	\$ 21.00	\$ 282,450.00	\$ -		\$ -	
8" Import E-Fill (alley)	5580	ton	\$ 22.00	\$ 122,760.00	\$ -		\$ -	
24" Curb & Gutter (includes road base)	7400	lf	\$ 24.00	\$ 177,600.00	\$ -		\$ -	
12" flush curb wall (includes 8" road base)	6960	lf	\$ 31.00	\$ 215,760.00	\$ -		\$ -	
5' Sidewalk (6-inch) (includes road base)	43020	sf	\$ 7.05	\$ 303,291.00	\$ -		\$ -	
3-ft concrete waterway	11775	sf	\$ 13.00	\$ 153,075.00	\$ -		\$ -	
Concrete drive approach	4660	sf	\$ 8.20	\$ 38,212.00	\$ -		\$ -	
Saw Cutting	6970	lf	\$ 3.00	\$ 20,910.00	\$ -		\$ -	
Lower Irr Boxes	3	each	\$ 6,000.00	\$ 18,000.00	\$ -		\$ -	
Pedestrian ADA Ramp	41	each	\$ 1,500.00	\$ 61,500.00	\$ -		\$ -	
2" Mill and Overlay	110310	sf	\$ 2.05	\$ 226,135.50	\$ -		\$ -	
Sub-total Streets					\$ 2,291,178.00			

Other

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
SWPPP/Erosion Control	1	ls	\$ 59,115.00	\$ 59,115.00	\$ -		\$ -	
QC	1	ls	\$ 35,000.00	\$ 35,000.00	\$ -		\$ -	
Mobilization	1	ls	\$ 10,000.00	\$ 10,000.00	\$ -		\$ -	
TC	1	ls	\$ 30,000.00	\$ 30,000.00				
Surveying	1	ls	\$ 40,000.00	\$ 40,000.00				
Cleart and Grub	335000	sf	\$ 0.07	\$ 23,450.00				
Earthwork (Site Fill)	34430	ton	\$ 18.50	\$ 636,955.00	\$ -		\$ -	
Strip and Sotckpile Topsoil	18615	cy	\$ 4.00	\$ 74,460.00	\$ -		\$ -	
Sub-total Other					\$ 908,980.00			

Total \$ 6,092,857.10

Percent Complete 0%
Percent Release 0%

1st Release	
2nd Release	
3rd Release	
4th Release	
Total	\$ -

10% Warranty \$ 609,285.71
TOTAL \$ 6,702,142.81

Total Release \$ -

 Less Prior Draws
 Amount Due This Draw \$ -

 Remaining Balance \$ 6,702,142.81

Signatures:

Brad Stapley - PW AdminJeff Anderson - City EngineerPaul Curtis - PW Inspector

Date:

Street Signs	Each	Total
10	\$ 300.00	\$ 3,000.00
Inspection Fee		\$ 28,790.13

Developer