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## TITLE 3 – CHAPTER 9 – ADMINISTRATIVE POLICIES AND PROCEDURES WATER EFFICIENCY STANDARDS AND ENFORCEMENT

### 3.9.1 BACKGROUND

#### A. Policy:

This Chapter of the Administrative Policies and Procedures Manual shall be known as the Kearns Improvement District (“District”) Water Efficiency Standards and Enforcement Policy (“Policy”). The Policy is governed by applicable provisions of the Utah Code as may be enacted or amended from time to time.

#### B. Purpose:

The purpose of the Water Efficiency Standards (WES) is to conserve the public’s water resources by establishing water conservation standards for indoor plumbing fixtures and outdoor landscaping. The District has entered into a contract with Jordan Valley Water Conservancy District (JWCD) for funding assistance for the enforcement of the adopted WES by each municipality served by the District. This Policy outlines the District’s protocol for the enforcement of the landscape portion of the WES.

#### C. Application:

New water service connections shall be required to comply with the WES. To ensure compliance with the WES the applicant will be required to enter into a performance agreement essentially as set forth in Appendix A of this Policy (the “Performance Agreement”). The Performance Agreement may be modified by the District from time-to-time without the need to amend this Policy. As directed by each municipality served by the District, the WES shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The Outdoor Landscaping Standards of the WES shall be required for new landscaping construction installed by the homeowners within front and side yards. A compliant landscaping plan by a professional landscape architect shall be submitted to the District for all commercial industrial, institutional, and multi-family development common area landscapes prior to construction for review and approval by the District. After the landscape is installed, inspected, and complies with the terms of the agreement, the landscape water rate surcharge will be adjusted pursuant to the terms of the Performance Agreement.

## D. Definitions:

- a) **Activity Zones:** Portions of the landscape designed for recreation or function, such as storage areas, fire pits, vegetable gardens, and playgrounds.
- b) **Active Recreation Areas:** Areas of the landscape dedicated to active play where lawn may be used as the playing surface (ex. sports fields and play areas).
- c) **Central Open Shape:** An unobstructed area that functions as the focal point of Localscapes and is designed in a shape that is geometric in nature.
- d) **Gathering Areas;** Portions of the landscape that are dedicated to congregating, such as patios, gazebos, decks, and other seating areas.
- e) **Hardscape:** Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
- f) **Lawn:** Ground that is covered with grass or turf that is regularly mowed.
- g) **Localscapes®:** A landscaping approach designed to create locally adapted and sustainable landscapes through a basic 5-step approach (central open shape, gathering areas, activity zones, connecting pathways, and planting beds).
- h) **Mulch:** Any material such as rock, bark, compost, wood chips or other materials left loose and applied to the soil.
- i) **Park Strip:** a typically narrow landscaped area located between the back of curb and sidewalk.
- j) **Paths:** Designed routes between landscape areas and features.
- k) **Planting Bed:** Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.
- l) **Total Landscaped Area:** Improved areas of the property that incorporate all of the completed landscaping features. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and non-irrigated areas intentionally left undeveloped.

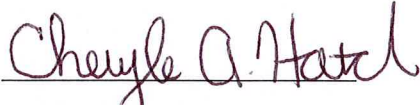
### 3.9.2 Landscaping Requirements

1. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in Lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
2. Each irrigation valve shall serve irrigated landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
3. Landscape areas shall be provided with a WaterSense® labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation

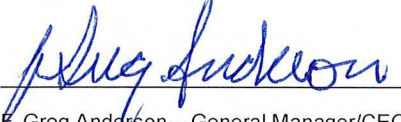
- events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.
4. At least 3 to 4 inches of Mulch, permeable to air and water, shall be used in Planting Beds to control weeds and improve the appearance of the landscaping.
  5. At maturity, landscapes are recommended to have enough plant material (perennials and shrubs) to create at least 50% living plant cover at maturity at the ground plane, not including tree canopies.
  6. Lawn shall not be installed in Park Strips. Paths, or on slopes greater than 25% or 4:1 grade or be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, Lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).
  7. In residential landscapes, the landscaping shall adhere to the following Localscapes requirements:
    - i. If size permits, the landscaped areas of the front yard shall include a designed Central Open Shape created by using Lawn, Hardscape, groundcover, gravel, or Mulch.
    - ii. Gathering Areas shall be constructed of Hardscape and placed outside of the Central Open Shape. In a landscape without Lawn, Gathering Areas may function as the Central Open Shape.
    - iii. Activity Zones shall be located outside of the Central Open Shape and shall be surfaced with materials other than Lawn.
    - iv. Paths shall be made with materials that do not include Lawn, such as Hardscape, Mulch, or other groundcover.
    - v. Lawn areas shall not exceed the greater of 250 square feet or 35% of the Total Landscaped Area.
    - vi. Small residential lots, which have no back yards, the Total Landscaped Area is less than 250 square feet, and the front yard dimensions cannot accommodate the minimum 8 feet wide Lawn area requirement of the Landscaping Requirements in Paragraph 6, are exempt from the 8 feet minimum width Lawn area requirement.
  8. In commercial, industrial, institutional, and multi-family development common area landscapes, Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of Active Recreation Areas.
  9. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the Landscaping Requirements (see Paragraph 6 above). Applications to receive exceptions are to be considered on a case-by-case basis.

10. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law or municipal regulations, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirement shall not apply.

Approved this 10<sup>th</sup> day of February 2026



Cheryl A. Hatch, Chair



F. Greg Anderson – General Manager/CEO

## Appendix A

### Water-Efficient Landscaping Performance Agreement

This Water-Efficient Landscaping Performance Agreement (this “Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the Kearns Improvement District (“District”), a Utah special district, and \_\_\_\_\_ (collectively and individually (if there is more than one Applicant) “Applicant”).

#### Recitals

- A. Applicant represents and warrants to District that Applicant owns the real property at the location set forth in attached Exhibit A (“Service Location”) which is within the service boundaries in which the District provides retail water service. Applicant has applied to the District seeking to establish a new water service connection for the Service Location.
- B. The municipality in which the property is located, and the District have established Water-Efficient Landscaping Requirements which are set forth in attached Exhibit B (the “Requirements”) for all new water service connections.
- C. As a precondition to the District committing to provide culinary water to the Service Location, the Applicant is entering into this Agreement to guarantee Applicant’s compliance with the Requirements and Applicant’s performance of and completion of all terms and conditions set forth in this Agreement and/or the District’s applicable rules and regulations as they now exist and as they may subsequently be amended, modified and/or replaced, all of which shall be and are incorporated by reference as part of this Agreement.
- D. Accordingly, the District and Applicant enter into this Agreement as follows:
  1. The foregoing Recitals and all Exhibits attached hereto shall be and are incorporated by this reference as part of this Agreement.
  2. By no later than \_\_\_\_\_ (the “Completion Date”), the Applicant, at Applicant’s sole cost and expense, shall install landscaping at the Service Location in compliance with the Requirements and properly maintain the same thereafter. The Applicant shall request in writing that the District inspect the landscaping for compliance with the Requirements. If the landscaping is determined not to comply with the Requirements, the District shall provide written notice of any deficiency to the Applicant. The Applicant shall thereafter have until the later of the Completion Date or forty-five (45) days from notice of deficiency to correct the landscaping to the District’s satisfaction (the “Extended Completion Date”). Upon correction of all deficiencies, the Applicant shall request in writing

another inspection from the District. If the landscaping still does not comply with the Requirements or if it is not completed by the Completion Date or, if applicable, the Extended Completion Date, the Applicant shall be in default under the Agreement, and the District shall provide the Applicant a new written notice of default, and the above process shall be repeated until all noticed deficiencies have been corrected. An inspection charge may be imposed by the District for each inspection after the first inspection to cover the District's costs in the amount of \$\_\_\_\_\_.

3. Following written notice of the Applicant's default, the Applicant's water service account will be assessed a 25% rate surcharge on all tier 3 and tier 4 landscape water usage until the noticed deficiencies are corrected, a request in writing for a final inspection has been delivered to the District, a final inspection has been completed, and the District accepts the compliant landscaping.
4. Any notice to the District and/or Applicant shall be mailed or delivered to the address set forth below such party's signature or as stated in a written notice of change of address duly given to the other party.
5. Applicant hereby covenants, represents, warrants, and acknowledges to the District that:
  - a) Applicant has full legal right, power, and authority to enter into this Agreement and to consummate all of the transactions contemplated hereby and to enter into this Agreement; and,
  - b) This Agreement has been duly executed and delivered and constitutes the valid and legally binding obligations of Applicant, enforceable in accordance with its terms; and,
  - c) Applicant is not required to make any filing with or obtain any authorization, consent, or other approval of any person or entity in order to effectuate the transaction contemplated hereby.
6. If any legal action or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which the party may be entitled.
7. Each party has been given an opportunity to consult with an attorney before executing this Agreement and there shall be no favoring or disfavoring of any party in interpreting and/or enforcing this Agreement.
8. This Agreement shall be subject to and be interpreted and enforced in accordance with the laws of the state of Utah, and courts located in Salt Lake County, Utah shall

have sole and exclusive jurisdiction and venue over any dispute arising under this Agreement.

(SIGNATURE PAGE FOLLOWS)

**Kearns Improvement District**

5350 West 5400 South

P.O. Box 18608

Kearns, UT 84118

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPLICANT**

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Exhibit A

### Service Location

(legal description or other designation of location is to be attached)

## Exhibit B

### Water Efficient Landscaping Requirements

1. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in Lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.
2. Each irrigation valve shall serve irrigated landscaping with similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.
3. Landscape areas shall be provided with a WaterSense® labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.
4. At least 3-4 inches of Mulch, permeable to air and water, shall be used in Planting Beds to control weeds and improve the appearance of the landscaping.
5. At maturity, landscapes are recommended to have enough plant material (perennials and shrubs) to create at least 50% living plant cover at maturity at the ground plane, not including tree canopies.
6. Lawn shall not be installed in Park Strips. Paths, or on slopes greater than 25% or having a 4:1 grade and, except as specifically otherwise provided herein, shall not be installed in any area that is less than 8 feet wide at its narrowest point. To the extent reasonably practicable, Lawn areas shall be free from obstructions (trees, signs, posts, valve boxes, etc.).
7. In residential landscapes, the landscaping shall adhere to the following Localscapes requirements:
  - i. If size permits, the landscaped areas of the front yard shall include a designed Central Open Shape created by using Lawn, Hardscape, groundcover, gravel, or Mulch.
  - ii. Gathering Areas shall be constructed of Hardscape and placed outside of the Central Open Shape. In a landscape without Lawn, Gathering Areas may function as the Central Open Shape.

- iii. Activity Zones shall be located outside of the Central Open Shape and shall be surfaced with materials other than Lawn.
  - iv. Paths shall consist of materials that do not include Lawn, such as Hardscape, Mulch, or another groundcover.
  - v. Lawn areas shall not exceed the greater of 250 square feet or 35% of the Total Landscaped Area.
  - vi. For small residential lots, which have no back yards and the Total Landscaped Area is less than 250 square feet, front yard dimensions that cannot accommodate the minimum 8 feet wide Lawn area requirement of the Landscaping Requirements stated in Section 6 above are exempt from the 8 feet minimum Lawn area width requirement.
8. In commercial, industrial, institutional, and multi-family development common area landscapes, Lawn areas shall not exceed 20% of the Total Landscaped Area, outside of Active Recreation Areas.
9. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the Landscaping Requirements (see Section 6 above). Applications requesting exceptions will be considered on a case-by-case basis.
10. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined in or required by any Utah law or municipal ordinance, regulation, and/or rule, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these Landscaping Requirements, whenever any Landscaping Requirement may be in conflict with Utah law, the Utah law shall control.
11. Words and phrases used in these Landscaping Requirements, regardless of whether they are capitalized, that are defined in the Water Efficiency Standards and Enforcement Chapter of the District's Administrative Policies and Procedures shall have the definition stated in the said Chapter.