Lehi City Council Meeting
Agenda
February 10, 2026

4:30 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 4:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Emergency Management Training- 90 min.

3. Consideration of Holding a Closed Meeting in the Council Conference Room.
   Closed Meeting may be held to: 1) Discuss the character, professional competence, or physical or mental health of an individual. 2) Discuss pending or reasonably imminent litigation. 3) Discuss the purchase, exchange, or lease of real property.

4. Work Session Items
   May be discussed after the regular agenda.

   4.1. Discussion of Option and Lease Agreement with New Cingular Wireless.
   AT&T- draft.pdf

   4.2. Discussion of Telecommunications Franchise Agreements.
   Agreement-Emery Telecommunications Franchise (clean).docx
   Agreement-CenturyLink Telecommunications Franchise 2024.docx

   4.3. Discussion of Updates to the Lehi Municipal Code to Comply with State Code Requirements- Elected Officials Compensation.
   Amended Lehi Code 1-6-4 DRAFT (redline)

5. Agenda Questions
   The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.

6. Administrative Report

7. Mayor and Council Reports
   Calendar items and outside Committee reports

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. 20 Minute Citizen Input
   (for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)

3. Consent Agenda

   3.1. Approve Purchase Orders
   Purchase Orders (3).pdf

   3.2. Approve City Council Meeting Minutes
   011326 Minutes- Draft.docx

Regular Agenda

4. Consideration of JDH Development's request for approval of an exception for a required trail connection to a master planned trail and to meet the block length, the exception is requested due to grade on Vivian Estates Phase 2B Located at approximately 2600 North and 600 East.
   Vivian Estates 2B Exception.pdf

5. Consideration of Ordinance #04-2026 amending the Lehi City Municipal Code Title 5 Chapter 3 Noise Control
   Ord 04-2026
   Amended Noise Control (redline)

6. Continued Discussion of Work Session Items from February 9, 2026.

7. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269
- This agenda has been properly posted and a copy provided to the local news media.

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: February 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Emergency Management Training- 90 min.

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: February 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Work Session Items

Subject:
Discussion of Option and Lease Agreement with New Cingular Wireless.

Suggested Action:

Attachments:

AT&T- draft.pdf

Cell Site #: UTL94194
Cell Site Name: SARATOGA RD AND PIONEER
Fixed Asset #: 15506599
State: UTAH
County: UTAH

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("Agreement") is executed in duplicate this _____ day of _____, 2026 ("Effective Date"), by and between the **Lehi City Corporation (**which acquired title as Lehi City**), a municipal corporation and political subdivision of the State of Utah**, with its principal offices located at 153 North 100 East, Lehi, Utah 84043 (the "City"), and **New Cingular Wireless PCS, LLC, a Delaware limited liability company,** having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "PROVIDER").

RECITALS

WHEREAS, the City owns real property located at 2000 W 799 S Lehi, County of Utah, State of Utah 84043 (the "Property"), the legal description for is attached hereto at **Exhibit "A"**; and

WHEREAS, the City operates a Park and Sports Complex on the Property; and

WHEREAS, the City desires to grant to PROVIDER an option for the right to use a portion of the Property in accordance with this Agreement; and

WHEREAS, this Agreement sets forth the parties' respective rights and responsibilities related to the option and if exercised the operation and maintenance of a monopole, antennas and equipment facilities on a portion of the Property.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Option; Term.**

1.1. **Option.** City grants PROVIDER an exclusive option (the "Option") to lease the Premises (as defined below) in accordance with the terms of this Agreement. In consideration of City granting PROVIDER the Option, PROVIDER agrees to pay Landlord the sum of Four Thousand and No/100 Dollars ($4,000.00) within thirty (30) business days after the full execution of this Agreement by both parties. The Option may be exercised during a term of one (1) year commencing on the Effective Date (the "**Option Term**"). PROVIDER may exercise the Option by notifying City in writing thereof during the Option Term. If PROVIDER exercises the Option, then City leases the Premises to Tenant subject to the terms and conditions of this Agreement. If PROVIDER does not exercise the Option during the Option Term, then this Agreement will terminate, and the parties will have no further liability to each

other.

1.2. The term of this Agreement is five (5) years (the "Initial Term"), commencing on the effective date of written notification by PROVIDER to City of PROVIDER's exercise of the Option ("Commencement Date"). This Agreement shall be automatically renewed for four (4) additional terms of five (5) years each (each a "Renewal Term") according to the terms and conditions set forth herein, unless PROVIDER provides the City notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or of any Renewal Term.

2. **Premises.** The City hereby agrees to lease to PROVIDER a portion of the Property. That portion of the Property to be leased to PROVIDER shall include the area described in the attached **Exhibit "A**" (the "Premises"). **Exhibit "A"** is by reference incorporated herein. This Agreement is subject to the following terms and conditions:

2.1. **Use.** The Premises shall be used only for transmitting and receiving wireless telephone and radio communication signals and for constructing, operating, maintaining, repairing and replacing related facilities, towers, antennas and equipment, and other structures described in the site plan, vicinity map and enlarged site plan submitted to the City by PROVIDER or its predecessors, including but not limited to space for an equipment shelter and antenna structure. PROVIDER's right to use the Premises is exclusive. For a period of ninety (90) days following the start of construction, City grants PROVIDER, its employees, agents and contractors, the right to use such portions of the City's contiguous, adjoining or surrounding property as may reasonably be required during construction and installation of PROVIDER's communication facility. PROVIDER'S use of the City's contiguous, adjoining or surrounding property for construction and installation shall not interfere with the existing use of the property and PROVIDER shall restore the condition of the City's contiguous, adjoining or surrounding property to the condition that existed prior to PROVIDER'S use for construction and installation.

2.2. **Construction.** The design of the monopole and associated facilities, antennas and equipment are depicted in **Exhibit "C"** which is attached hereto and by reference is made a part hereof. Any other construction on the Premises must be approved in writing by the City, which approval shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, PROVIDER shall have the right, without City's consent, to upgrade its facilities and equipment on the Premises, including but not limited to addition of antennas and equipment to the monopole and equipment within PROVIDER's shelter, and to permit additional Providers' (as defined in Section 3.1.2) to install and upgrade their communication facilities and equipment on the Premises; provided that said upgrades and additions do not materially change the nature of PROVIDER's use of the Premises, PROVIDER is in compliance with Section 3.1.2, and such other Providers comply with all of the terms and conditions of this Agreement.

2.3. **Construction Costs.** PROVIDER shall pay all costs associated with constructing, maintaining and operating any facilities, towers, antennas or equipment on the Premises related to PROVIDER's use of the Premises.

2.4. **Appearance.** PROVIDER shall keep and maintain the Premises, and any monopole, tower, facility, antenna or equipment on the Premises, in a neat, orderly and safe condition.

2.5. **Compliance.** PROVIDER shall comply with all Federal, State and local laws and regulations in constructing and using the monopole and all related facilities, including applicable zoning, building code and FCC requirements. PROVIDER shall obtain, at its own expense, all licenses, permits and authorizations required for its use of the Premises.

2.6. **License to Cross Property.** The City grants PROVIDER a non-exclusive license to cross over the Property for access to the Premises to and from a public right-of-way and to bring utilities to the Premises. The City may designate the location(s) where PROVIDER may access the Property and to the appropriate, in PROVIDER's discretion, source of electric, fiber and telephone facilities.

2.7. **Quiet Possession.** The City grants PROVIDER quiet possession of the Premises during the term of this Agreement (including extensions), subject to any approved co-locator's right to use or lease a portion of the monopole and also subject to the City's use of the Property, provided that PROVIDER is not in default beyond the expiration of any cure period.

2.8. **Non-Disturbance.** In no event shall PROVIDER's use of the Premises limit or disrupt the City's existing use of the Property, or in any way interfere with the City's existing or proposed communications systems. The City's proposed communications system is an 800 MHz system which may be located on the Property. **Exhibit "B"**, which is attached hereto and incorporated herein by reference, lists the county-wide frequencies that may be used with City's 800 MHz system. PROVIDER shall take any steps necessary to ensure that its transmissions from the Premises and its use of the Premises do not interfere with any of the listed frequencies. PROVIDER agrees to promptly remedy any such disruption or interference at its own expense. All other types of interference problems shall be dealt with as discussed in Section 8 herein.

2.9. **Safety.** PROVIDER acknowledges that the Premises upon which the monopole, equipment building and related facilities are situated, are located in proximity to residential dwellings. PROVIDER shall construct and maintain its facilities in a manner that does not create a hazard or safety problem for the residents of the surrounding neighborhoods. PROVIDER shall take whatever steps may be necessary to eliminate the risk of injury or accident to any of the residents of the surrounding neighborhoods from PROVIDER facilities or property.

2.10. **UAS**. If PROVIDER elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Premises, City hereby grants PROVIDER, or any UAS operator acting on PROVIDER's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Prior to use of the UAS, PROVIDER shall provide City a certificate of insurance evidencing coverage specific to the operation of a UAS.

3. **Consideration.** PROVIDER shall provide the following consideration to the City in exchange for PROVIDER's lease of the Premises:

3.1. **Annual Rent Payment**. PROVIDER shall make annual rent payments to the City. Rent shall be paid according to the terms and conditions set forth in this Section 3.

3.1.1. **Standard Annual Lease Fee**. If the Commencement Date occurs during the first six months of the Option Term, the amount of Rent paid by Provider for the first year of the Initial Term shall be $30,000 and increase thereafter as illustrated in the table below. If the Commencement Date occurs between months seven and the end of the Option Term, the amount of Rent paid by Provider for the first year of the Initial Term shall be $31,200 and increase thereafter as illustrated in the table below. The standard annual lease fee shall increase on each anniversary of the Commencement Date by four percent (4%) each year that this Agreement remains in effect, including during any Renewal Terms exercised (as illustrated in the table below), subject to adjustment at the beginning of Year 10 and Year 20 as provided in Section 3.1.5 below.

	RENTAL RATE
YEAR 1	**$15,000.00**
4% INCREASE	$600.00
YEAR 2	**$15,600.00**
4% INCREASE	$624.00
YEAR 3	**$16,224.00**
4% INCREASE	$648.96
YEAR 4	**$16,872.96**
4% INCREASE	$674.92
YEAR 5	**$17,547.88**
4% INCREASE	$701.92
YEAR 6	**$18,249.80**
4% INCREASE	$730.00
YEAR 7	**$18,979.80**

3.1.2. **Fee to be paid by PROVIDER**. The amount of the annual fee to be paid to the City by PROVIDER shall be based on the number of Providers who use facilities on the Premises (including the monopole). The term "Provider," as used in this Agreement, shall include any and all entities who use or locate facilities on the monopole or other parts of the Premises for the purpose of transmitting and receiving wireless communication signals. The term Provider includes entities referred to as "co-locators" in this Agreement. The parties anticipate that other Providers may also locate facilities on the monopole. For purposes of determining the amount of the annual fee to be paid by PROVIDER pursuant to this section, if any entity uses facilities on the Premises which utilize more than one frequency, that entity shall be treated as being a number of separate Providers equal to the number of frequencies used by that entity.

3.1.2.1. One Provider or No Providers. If there is one Provider on the Premises, PROVIDER shall pay the standard lease fee. PROVIDER shall also pay the standard lease fee if there are no Providers on the Premises.

3.1.2.2. Two Providers. If there are two Providers on the Premises, PROVIDER shall pay an amount equal to one hundred fifty percent (150%) of the standard lease fee.

3.1.2.3. Three Providers. If there are three Providers on the Premises, PROVIDER shall pay an amount equal to two hundred percent (200%) of the standard lease fee.

3.1.2.4. Four or More Providers. In addition to the fee of two hundred percent (200%) of the standard lease fee specified in 3.1.2.3, PROVIDER shall pay an additional fee of fifty percent (50%) of the standard lease fee per Provider for the fourth Provider and fifty percent (50%) of the standard lease fee for each and every additional Provider.

3.1.3. **Proration**. Whenever an additional Provider locates on the monopole or any other part of the Premises, PROVIDER shall pay the City the additional lease fee that is due as a result of the additional Provider. The increase in the annual fee for the year in which the additional Provider is added shall be prorated.

3.1.4. **Payment Schedule**. Annual rent payments shall be paid in advance, on or before each anniversary of the Commencement Date every year during the Initial Term and each Renewal Term. Any payment which is not received by the City within ten (10) days of the due date shall be subject to interest at the rate of fifteen percent (15%) per annum, or the maximum amount permitted by law, whichever is less, from the due date of the payment until paid in full. Notwithstanding the forgoing to the contrary, provided City receives the first annual rent payment within forty-five (45) days after the Commencement Date, such payment shall not be deemed delinquent nor incur any late fees.

3.1.5. **Annual Rent Payment Adjustment.** The annual rent payment may be adjusted by the City at the beginning of Year 10 and the beginning of Year 20 of this Agreement. The purpose of the adjustment is to ensure that the City receives fair market value for the Premises over the entire term of this Agreement. If, at its sole discretion, the City elects to hire an independent appraiser, the independent appraiser shall be mutually agreed to by the parties. The annual rent payment shall then be adjusted as determined by the independent appraiser's finding of fair market value.

3.2. **Intentionally Omitted**.

3.3. **Co-Location.** PROVIDER acknowledges that the City desires to minimize the number of monopoles and antennas in Lehi, while still allowing fair competition and city-wide coverage for each telecommunications provider. One of the primary purposes of this Agreement is to encourage multiple uses of the Premises and the monopole. The parties intend that at least one other party shall co-locate on the monopole. PROVIDER shall give the City written notice of its intent to add each additional co-locator. It is anticipated that any co-locating party shall negotiate with PROVIDER regarding compensation acceptable to PROVIDER for use of the monopole. PROVIDER shall allow co-location on the monopole, and shall negotiate in good faith with any

party desiring to co-locate. Good faith negotiations shall include offering a potential co-locator the opportunity to rent space on the monopole on commercially reasonable terms. Future co-location is also subject to the following conditions:

3.3.1. **Technical Report.** Each potential co-locator shall provide PROVIDER, the City and all other co-locating parties with detailed specifications for and the weight of the proposed new antennas and the proposed transmission frequencies, together with an engineering report satisfactory to PROVIDER, the City and the other co-locators showing that the monopole will support the load, and that the use of the new antennas at the specified frequencies will not cause any interference to PROVIDER, the City or the other pre-existing co-locators' use of their antenna facilities.

3.3.2. **Indemnification.** Each co-locator shall indemnify and hold harmless PROVIDER, the City and all other pre-existing co-locating parties from all claims and liabilities with respect to the co-locator's use of the new antennas, and agree to name PROVIDER, the City and the other pre-existing co-locating parties as additional insureds under its commercial general liability insurance policy.

3.3.3. **Permits/Approvals.** Each co-locator shall be responsible for all government permits and satisfaction of all other regulatory approvals with respect to the installation and use of the new antennas, and shall comply with all federal, state and local laws and regulations in constructing and using its own equipment and facilities on the Premises.

3.3.4. **Notification of Additional Co-locators**. PROVIDER shall provide written notice to the City of each additional co-locator who locates any facilities on the monopole or any other part of the Premises.

4. **Ownership of Monopole.** PROVIDER shall own any and all facilities installed on the Premises by PROVIDER including the monopole, equipment building and other facilities. At the expiration of the twenty-five (25) year lease term, if PROVIDER desires to continue to lease the Premises and use the monopole, the City and PROVIDER may agree to extend this Agreement for an additional term or may agree to negotiate a new lease with terms and conditions acceptable to both parties. If this Agreement is terminated by PROVIDER as provided under Section 10, or if the parties do not agree to extend this Agreement or negotiate a new lease at the expiration of the twenty-five (25) year lease term, the City shall have the right to require PROVIDER to remove any and all facilities, structures, fixtures and other property owned by PROVIDER including but not limited to the monopole and equipment building, from the Premises at PROVIDER's sole expense; provided that PROVIDER shall have no obligation to remove any foundations or underground utilities more than three feet (3') below grade. If PROVIDER terminates this Agreement before the expiration of the twenty-five (25) year lease term for any reason other than an uncured default by the City, PROVIDER may sell the monopole to any co-locator, or to any other party if approved in writing by the City. However, any new owner of the monopole must agree in writing to all of the terms, conditions and obligations set forth in this Agreement. If PROVIDER terminates this Agreement before the expiration of the twenty-five (25) year lease term, and if no other party purchases the monopole, the City shall have the right to purchase the monopole and related equipment for One Dollar ($1.00); provided that if termination is due to an

uncured default by City and City requests to purchase the monopole, then City shall be required to pay PROVIDER fair market value for the monopole as reasonably determined by PROVIDER. If the City chooses not to exercise its option to purchase the monopole, PROVIDER shall remove the monopole, equipment building(s) and all other facilities at its own expense. PROVIDER shall also restore the Premises to the condition that existed before installation of the facilities, reasonable wear and tear excepted.

5. **Assignment/Sublease.** PROVIDER will have the right to assign, sell or transfer its interest under this Agreement, in whole or part (including the Option), without City's consent, to: (a) PROVIDER's Affiliate (as defined herein below), (b) any entity that acquires all or substantially all of the PROVIDER's assets in the market as defined by the Federal Communications Commission ("FCC") in which the Property is located, or (c) an entity whose primary business is managing and maintaining wireless communications towers. PROVIDER may not otherwise assign this Agreement without City's consent, City's consent not to be unreasonably withheld, conditioned or delayed. Upon notification to City of such assignment, transfer or sale, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement. PROVIDER shall have the right to sublease the Premises, in whole or in part, without City's consent; provided such subtenant agrees in writing to be bound by all the terms and conditions of this Agreement.

5.1 **Affiliates.** All references to "PROVIDER" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC, using the Premises for any permitted use or otherwise exercising the rights of PROVIDER pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

6. **Notices.** All notices must be in writing and are effective when received, refused or returned undelivered after having been deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, or as otherwise provided by law.

Notice to the City shall be sent to the following address:

Lehi City
153 East 100 North
Lehi, Utah 84043

Notice to PROVIDER shall be sent to the addresses listed below:

If to PROVIDER: New Cingular Wireless PCS, LLC
ATTN: Tower Asset Group – Lease Administration

RE: Cell Site #: UTL94194; Cell Site Name: Saratoga and Pioneer (UT)
Fixed Asset #: 15506599
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
ATTN: Legal Dept – Network Operations
RE: Cell Site #: UTL94194; Cell Site Name: Saratoga and Pioneer (UT)
Fixed Asset #: 15506599
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to PROVIDER's Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

7. **Compliance with Laws.** The City represents that its Property (including the Premises), and all City improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. PROVIDER shall comply with all applicable laws relating to its possession and use of the Premises.

8. **Interference.**

8.1 The City may have existing microwave and other radio transmission equipment on the Property. Prior to or concurrent with the full execution of this Agreement, City has provided or will provide PROVIDER with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. As long as the City operates and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, PROVIDER shall resolve any interference caused to the City's existing communications systems by PROVIDER's construction and operation of the monopole and related facilities (including activities of all Providers on the Premises), and PROVIDER shall also resolve any interference caused to the City's proposed communications system as described in paragraph 2.8. Except as provided in paragraph 2.8, whenever any party changes equipment or installs new equipment on the Premises, PROVIDER shall require that party to resolve any interference to the City caused by such changes or installation.

8.2 City will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the PROVIDER's communication facility, the operations of PROVIDER or the rights of PROVIDER under this Agreement. City will notify PROVIDER in writing prior to granting any third party the right to install and operate communications equipment on the Property.

8.3 Except as may be necessary in the case of an emergency, City will not, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with PROVIDER's communication facility, the operations of PROVIDER or the rights of PROVIDER under this Agreement. City will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from PROVIDER. In the event any such interference does not cease within the aforementioned cure period, City shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

8.4 For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, communications signals.

9. **Utilities.** PROVIDER has had an opportunity to inspect utilities present on the Property, and at the Premises, and is satisfied that such utilities are adequate for its needs. The City shall cooperate with PROVIDER in its efforts to provide needed utilities to the Premises, although PROVIDER shall pay any costs associated with bringing utilities to the Premises.

10. **Termination**. PROVIDER may terminate this Agreement at any time without further liability by providing notice to the City if PROVIDER does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate its communications facility at the Premises, or if any such approval is canceled, expires or is withdrawn or terminated, or if the City fails to have proper ownership of the Premises or authority to enter into this Agreement, or if PROVIDER, for any other reason, in its sole discretion, determines that it shall be unable to use the Premises for its intended purpose. Upon termination, any prepaid rent shall be refunded to PROVIDER and the City shall have the right to require PROVIDER to remove any and all facilities, structures, fixtures and other property owned by PROVIDER, including but not limited to the monopole and equipment building, from the Premises at PROVIDER's sole expense and PROVIDER shall restore the Premises and Property to the condition it was in prior to PROVIDER'S construction and installation; ordinary wear and tear and subject to the terms of Section 4 herein above excepted.

11. **Default.** If any party is in default under this Agreement for a period of (a) sixty (60) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) sixty (60) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a sixty (60) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such sixty (60) day period and proceeds with due diligence to fully cure the default. If the City terminates this Agreement based on an uncured default by PROVIDER, the City shall have the option to require PROVIDER to remove the monopole and all related facilities at PROVIDER's expense.

12. **General Indemnification.** PROVIDER shall indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), in connection with a third party claim arising out of or resulting from the activities of PROVIDER, or any employee, agent, contractor or representative of PROVIDER under this Agreement, except to the extent attributable to the negligent or intentional act or omission of City, its employees, invitees, agents or independent contractors. The obligation of PROVIDER to indemnify the City pursuant to this section shall include but is not limited to costs relating to environmental clean-up or non-compliance arising from PROVIDER's use of the Premises. The City shall indemnify and hold harmless PROVIDER, and its employees,

agent, and contractors from and against all claims, damages, losses and expenses (including attorney's fees), in connection with a third party claim arising out of or resulting from the City's, and it's employees and agents negligent and intentional acts, except to the extent attributable to the negligent or intentional act or omission of PROVIDER, its employees, agents or independent contractors.

13. **Property Damages.** PROVIDER shall indemnify the City against any and all loss or damage to the City's Property, except ordinary wear and tear, caused by the negligence or willful misconduct of PROVIDER, or any employee, agent, contractor or representative of PROVIDER. Pursuant hereto PROVIDER shall reimburse the City for any such damage caused. Possible damage includes, but is not limited to, lawn/grass, sprinklers, fences, buildings, parking areas, etc., which may result from the acts or failure to act by PROVIDER's employees, contractors, or agents. The City shall also indemnify PROVIDER against any and all loss or damage to PROVIDER's property, except ordinary wear and tear, caused by the negligence or willful misconduct of the City or its employees, agents, or contractors. Pursuant hereto the City shall reimburse PROVIDER for any such damage caused.

14. **Hazardous Substances.** The City represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state of local law or regulation. PROVIDER shall not introduce or use any such substance on the Premises, except in compliance with all applicable federal, state or local laws and regulations.

15. **Taxes.** PROVIDER shall be responsible for payment of all personal property taxes assessed directly upon the monopole or any other equipment or facilities owned by PROVIDER on the Property. The City's real property is normally exempt from property taxes. If, as a result of this Agreement, real property taxes are assessed against the Premises, PROVIDER shall pay any such taxes attributable to the monopole, the equipment building and any other equipment or facilities maintained on the Premises by PROVIDER.

16. **Insurance.**

16.1. **Types.** PROVIDER shall carry and maintain the following types of insurance for the duration of this Agreement. Any contractor hired by PROVIDER to perform work at the Premises shall also meet these insurance requirements.

16.1.1. **Commercial General Liability.** Commercial General Liability ("CGL") insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage ("occurrence" form) CG 00 01 or equivalent.

16.1.2. **Business Auto**. Business Auto insurance with coverage that is at least as broad as the Insurance Services Office Business Auto Coverage form.

16.1.3. **Workers' Compensation and Employer's Liability.** Workers' Compensation insurance as required by the State of Utah and Employer's Liability Insurance.

16.2. **Coverage Limits.** PROVIDER's required insurance shall have the following coverage limits:

16.2.1. **Commercial General Liability.** $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be $2,000,000.00.

16.2.2. **Business Auto.** $1,000,000.00 combined single limit per accident for bodily injury and property damage.

16.2.3. **Workers' Compensation and Employer's Liability.** Workers' Compensation as required by the State of Utah and $500,000.00 per accident for Employer's Liability.

16.3. **Deductibles.** Any deductibles or self-insured retentions must be declared to the City. At City's option, City may require PROVIDER procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.

16.4. **Policy Provisions.** The policies shall contain, or be endorsed to contain, the following provisions:

16.4.1. **Additional Insured.** The City, its officers, officials, employees and volunteers shall be listed as additional insured under the CGL and Business Auto policies by endorsement as respects to this Agreement. The coverage on said policies shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees and volunteers.

16.4.2. **Primary Insurance.** PROVIDER's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City shall be excess of PROVIDER's insurance and shall not contribute with it.

16.4.3. **Reporting.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees or volunteers.

16.4.4. **Separate Application.** PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

16.4.5. **Waiver of Subrogation.** To the extent permitted by law, the insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from PROVIDER's actions in performing (or failing to perform) this Agreement.

16.4.6. **Cancellation.** Each insurance policy required by this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than thirty (30) days before suspension, cancellation, or if any required coverages are not being replaced. If required

insurance lapses, the City shall have the option of:

16.4.6.1. Purchasing the insurance on behalf of PROVIDER and deducting the insurance costs from the amount owed to PROVIDER; or

16.4.6.2. Terminating this Agreement.

16.5. **Best's Rating.** Each insurer shall have a Best's rating of A-:VII or better. Insurers must maintain the A-:VII or better rating for the entire term of this Agreement.

16.6. **Certificates of Insurance.** PROVIDER shall provide the City with certificates of insurance and with original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before work commences.

16.7. **Subcontractors.** PROVIDER shall include any subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

17. **Memorandum of Agreement.** If requested by PROVIDER, the City agrees to promptly execute and deliver a recordable memorandum of this Agreement to PROVIDER.

18. **General Provisions**.

18.1. **Lawful Agreement.** The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

18.2. **Utah Law.** This Agreement shall be interpreted pursuant to Utah law. Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the district courts of Utah County, in the state of Utah.

18.3. **Time of Essence.** Time shall be of the essence of this Agreement.

18.4. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

18.5. **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

18.6. **Amendments.** This Agreement may be modified or amended by written Agreement

only. No oral modifications or amendments shall be effective.

18.7. **Binding Agreement.** This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties and the terms and conditions contained in this Agreement will run with the Property.

18.8. **Complete Agreement.** This Agreement, including Exhibits, represents a complete and final Agreement of the parties. This Agreement was entered into at arms length, and the terms hereof represent the will of the parties. Therefore, no usage of trade, course of dealing, course of performance, or longstanding practices, policies, or procedures of any of the parties, or their agents, may be inferred as part of this Agreement, may be incorporated in any way as part of this Agreement, nor may constitute a waiver of rights by any of the parties hereto.

18.9 **Waiver of City's Liens.** City waives any and all lien rights it may have, statutory or otherwise, concerning PROVIDER's communication facilities or any portion thereof. The PROVIDER's communication facilities shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; City consents to PROVIDER's right to remove all or any portion of its communication facilities from time to time in PROVIDER's sole discretion and without City's consent.

18.10 **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, PROVIDER and City each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

18.11 **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) use of the term "including" will be interpreted to mean "including but not limited to"; (ii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iii) use of the terms "termination" or "expiration" are interchangeable; (iv) reference to a default will take into consideration any applicable notice, grace and cure periods; and (v) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

18.12 **W-9.** As a condition precedent to payment, City agrees to provide PROVIDER with a completed IRS Form W-9, or its respective equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by PROVIDER, including any change in City's name or address.

18.13 **Counterparts.** This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by City and PROVIDER. This Agreement may be executed in two (2) or more counterparts, all of which

shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

18.14 **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. **Relocation**. The City shall have the one-time right during the term of this Agreement, upon no less than eighteen (18) months prior written notice, to require the relocation of the monopole and all related facilities and structures to a suitable mutually acceptable alternate location on the Property in the event that the City determines that in the furtherance of its needs or requirements, such relocation is necessary or desirable and provided that such relocation may be accomplished without causing significant disruption of the wireless services being provided by PROVIDER or its Providers. Any relocation described in this section shall be affected at the City's expense.

20. **Incorporation of Recitals**. The recitals to this Agreement are incorporated into the Covenants section of this Agreement as if fully set forth herein.

21. **Warranties.**

(a) Each of PROVIDER and City acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) City represents, warrants and agrees that: (i) City solely owns the Property as a legal lot in fee simple; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect City's permitted use and enjoyment of the Premises under this Agreement; (iii) City's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on City; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then City will provide promptly to PROVIDER a mutually agreeable subordination, non-disturbance and attornment agreement executed by City and the holder of such security interest.

[SIGNATURES APPEAR ON NEXT PAGE]

SIGNED and ENTERED INTO on the last date signed by a party's authorized representative herein below.

LEHI CITY CORPORATION

By:_____
Mark Johnson, Mayor
Date:_____

ATTEST:

_____
Teisha Wilson, City Recorder

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:_____
Name: _____
Title: _____
Date:_____

STATE OF _____)
:ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, as the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the PROVIDER named in this Agreement, and as such was authorized to execute this Agreement on behalf of the PROVIDER.

_____ [SEAL]
NOTARY PUBLIC

EXHIBIT “A”

Legal Description of the “Property”

Commencing North 868.51 feet and East 2232.66 feet from the Southwest corner of Section 18, Township 5 South Range 1 East, Salt Lake Base and Meridian; thence North 0 degrees 18'38" East 160.35 feet; thence South 89 degrees 22'35" East 100.06 feet; thence South O degrees 18'38" West 160.35 feet; thence North 89 degrees 22'37" West 100.06 feet to the point of beginning.

(For informational purposes: Tax #13-24-86)

Exhibit "B"

County-Wide Frequencies that may be used with City's 800 MHz System

Utah, Utah County:

Band	**TX (MHz)**	**RX (MHz)**
B14	758-768	788-798
B17	734-746	704-716
B29	716-722	n/a
B5	869-880	824-835
B29	1945-1965	1865-1885
B66	2130-2135 & 2160-2170	1730-1735 & 1760-1770
B30	2350-2360	2305-2315
N77	3860-3940	3860-3940
N77	3470-3550	3470-3550

EXHIBIT "C"
PROVIDER'S Construction Plans and Specification

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

2017 ICC A117.1 ACCESSIBILITY
2021 INTERNATIONAL BUILDING CODE WITH LOCAL AMENDMENTS
2021 INTERNATIONAL RESIDENTIAL CODE (IRC)
2021 INTERNATIONAL MECHANICAL CODE (IMC)
2021 INTERNATIONAL PLUMBING CODE (IPC)
2021 INTERNATIONAL FUEL GAS CODE (IFGC)
2021 INTERNATIONAL FIRE CODE (IFC)
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2020 NATIONAL ELECTRIC CODE (NEC)

AT&T

NEW SITE BUILD

1C PACE ID:	MRUTH044950
WM ID:	WSUTH0044374
USID:	500205
FA CODE:	15506599
RFDS WOID #:	RFDS-24217

SITE NUMBER:	UTL94194
SITE NAME:	SARATOGA ROAD AND PIONEER
SITE TYPE:	MONOPOLE / WIC
ADDRESS:	750 S. 1900 W. LEHI, UT 84043
PARCEL ID:	13:024:0084/13:024:0086

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

PARCEL ID:
13:024:0084/13:024:0086

THE INFORMATION CONTAINED IN THE SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS.

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

DRAWN BY: SLM

CHECKED BY: KM

REV	DATE	BY	DESCRIPTION
A	10/7/25	SLM	90% CD

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION

Licensor:

10/7/2025 11:11 AM

Sheet Title:
TITLE SHEET

Sheet Number:
T-1

PROJECT TEAM

SITE CONSTRUCTION MANAGER:
NAME: AT&T
ADDRESS: 7670 S. CHESTER ST.
CITY, STATE, ZIP: CENTENNIAL, CO 80112
CONTACT: REID POST
PHONE: (303) 547-5339

SITE APPLICANT:
NAME: AT&T
ADDRESS: 7670 S. CHESTER ST.
CITY, STATE, ZIP: CENTENNIAL, CO 80112
CONTACT: MARCO MENDEZ
PHONE: MOBILE: 858-699-9169 EMAIL: marco.mendez@att.com

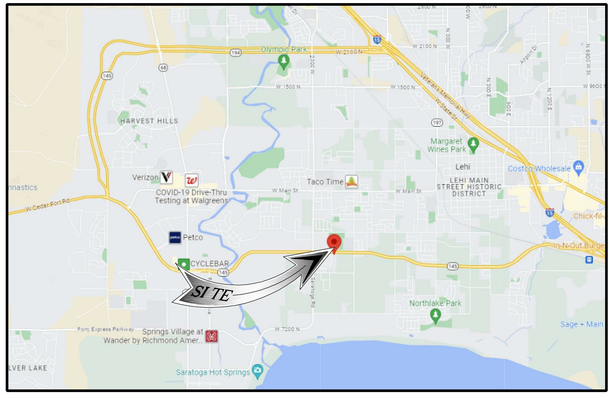
RF ENGINEER:
NAME: AT&T
ADDRESS: 7670 S. CHESTER ST.
CITY, STATE, ZIP: CENTENNIAL, CO 80112
CONTACT: TROY JOHNSON
PHONE: (720) 244-1913

CIVIL ENGINEER:
NAME: PM&A
ADDRESS: 1000 HOLCOMB WOODS PKWY. STE 210
CITY, STATE, ZIP: ROSWELL, GA 30076
CONTACT: KEVIN MILLER
PHONE: (720) 296-6180

ELECTRICAL ENGINEER:
NAME: PM&A
ADDRESS: 1000 HOLCOMB WOODS PKWY. STE 210
CITY, STATE, ZIP: ROSWELL, GA 30076

PROPERTY OWNER:
NAME: LEHI CITY CORP.
ADDRESS: 153 N 100 E
CITY, STATE, ZIP: LEHI, UT 84043
PHONE: 385-201-1000

VICINITY MAP



LOCAL MAP



NORTH

PROJECT DESCRIPTION

PROPOSED SITE BUILD OF AN UNMANNED TELECOMMUNICATIONS FACILITY, CONSISTING OF THE FOLLOWING:

TOWER/ANTENNA SOW:
- INSTALLATION OF 20'-0" TOWER EXTENSION TO BE INSTALLED BY OTHERS
- INSTALLATION OF (12) AT&T PANEL ANTENNAS
- INSTALLATION OF (12) AT&T REMOTE RADIO HEADS (RRH'S)
- INSTALLATION OF (8) AT&T RRH MOUNTS
- INSTALLATION OF (4) AT&T DC-9 SURGE SUPPRESSORS
- INSTALLATION OF (1) AT&T 4-SECTOR ANTENNA MOUNT
- INSTALLATION OF (1) AT&T QUAD FORTRESS KICKER SUPPORT

EQUIPMENT SOW:
- INSTALLATION OF AN AT&T 18'-0" x 23'-0" (414 SQ. FT.) TELECOMMUNICATION COMPOUND LEASE AREA
- INSTALLATION OF AN AT&T 18'-0" x 23'-0", 6'-0" HIGH CHAIN LINK FENCING W/PRIVACY SLATS
- INSTALLATION OF (1) AT&T 3-BAY WALK-UP CABINET W/8 BATTERIES ON (P) CONCRETE PAD
- INSTALLATION OF (1) AT&T 30KW DIESEL BACK-UP GENERATOR ON (P) CONCRETE PAD
- INSTALLATION OF (1) AT&T 200A AC POWER PANEL
- INSTALLATION OF (1) AT&T H-FRAME W/ METER BANK
- INSTALLATION OF (1) AT&T H-FRAME W/ "FAST" SOLUTION
- INSTALLATION OF (1) AT&T CABLE BRIDGE
- INSTALLATION OF (8) AT&T DC POWER & (4) FIBER CABLE TRUNKS
- INSTALLATION OF (1) AT&T DC50 SURGE SUPPRESSOR BOX
- INSTALLATION OF (10) AT&T RECTIFIERS, (5) CONVERTERS
- INSTALLATION OF (2) AT&T GENERIC G3/G4 BASEBAND UNITS
- INSTALLATION OF (1) AT&T GPS ANTENNA
- INSTALLATION OF (2) AT&T TRAFFIC RATED HANDHOLES

PROJECT AREA:
- 18'-0" x 23'-0" (414 SQ. FT.) LEASE AREA

SITE INFORMATION

JURISDICTION:	COUNTY OF UTAH
WIND LOADS:	103 MPH (3-SECOND GUST)
EXPOSURE CATEGORY:	C
SEISMIC ZONE:	1
FLOOD ZONE:	---
PARCEL ID #:	13:024:0084/13:024:0086
ZONING:	PF
LATITUDE (NAD 83):	40° 22' 45.8394" N (40.3794)
LONGITUDE (NAD 83):	-111° 52' 46.1994" W (-111.8795)

TOTAL LEASE AREA SF: ± 2500 SQ. FT
BASE OF PROPOSED STRUCTURE: ± 0'-0" (A.G.L.)
TOP OF PROPOSED STRUCTURE: ± 70'-0" (A.G.L.)
TOP OF STRUCTURE WITH PROPOSED LIGHTNING ROD: ± 105'-0" (A.G.L.)

ACCESSIBILITY REQUIREMENTS: FACILITY IS AN UNMANNED EQUIPMENT SPACE NOT INTENDED FOR HUMAN HABITATION AND ONLY FREQUENTLY VISITED BY MAINTENANCE PERSONAL. ACCESSIBILITY IS NOT REQUIRED PER IBC 2018, SECTION 1103.2.9 (EQUIPMENT SPACES)

TOWER OWNER:	SBA
POWER AGENCY:	ROCKY MOUNTAIN POWER
TELCO PROVIDER:	TBD

RFDS NAME:	UTL94194
ISSUE:	3/14/2024
RFDS VERSION:	FINAL
RFDS ID:	RFDS-24217
UPDATED BY:	JR129E
DATE/TIME UPDATED:	11/22/2024

GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWINGS

THESE PLANS ARE FORMATTED TO BE FULL SIZE AT 24" X 36". CONTRACTORS SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME.

CONSTRUCTION PATH FOR TRANSPORT FIBER/POWER PROVIDER FROM MEET ME POINT (MMP) TO PLANNED AT&T EQUIPMENT MAY BE ALTERED **ONLY** AT THE DISCRETION OF THE ASSIGNED AT&T CONSTRUCTION PROJECT MANAGEMENT (CPM).

HABITATION NOTE

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

STATEMENTS

STRUCTURAL ANALYSIS IS NOT WITHIN THE SCOPE OF WORK CONTAINED IN THIS DRAWINGS SET. FOR ANALYSIS OF EXISTING AND/OR PROPOSED COMPONENTS, REFER TO STRUCTURAL ANALYSIS PROVIDED UNDER SEPARATE COVER.

ANTENNA MOUNT ANALYSIS IS NOT WITHIN THE SCOPE OF WORK CONTAINED IN THIS DRAWING SET. FOR ANALYSIS OF MOUNT TO SUPPORT EXISTING AND/OR PROPOSED COMPONENTS, REFER TO ANTENNA MOUNT STRUCTURAL ANALYSIS PROVIDED UNDER SEPARATE COVER.

DRIVING DIRECTIONS

DIRECTIONS FROM SALT LAKE INTERNATIONAL AIRPORT:

1. HEAD WEST ON N TERMINAL DR
2. TAKE THE I-80 E RAMP TO CITY CTR/OGDEN/PROVO
3. HEAD EAST AND FOLLOW TO MERGE WITH I-15 S. TOWARDS LAS VEGAS
4. MERGE ONTO I-15 S. TOWARD LAS VEGAS AND FOLLOW SOUTH APPROX. ?? MILES
5. TAKE EXIT 278 AND TURN LEFT ON PIONEER CROSSING/UT-145
6. HEAD WEST ON PIONEER CROSSING/UT-145 TO 9150 W ST.
7. TURN RIGHT ON 9150 W ST. AND HEAD NORTH TO 700 S ST.
8. TURN LEFT ON 700 S ST.
9. SITE IS 700 FT. WEST ON THE LEFT.

DIGALERT
811
Call 2 Full Working Days In Advance

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GN-5	MATERIAL SAFETY DATA SHEET & LEAD ACID BATTERY - 2	A
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A-1	SITE PLAN	A
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E-1	ELECTRICAL SITE PLAN	A
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G-1	GROUNDING NOTES	A
G-2	GROUNDING PLANS	A
G-3	GROUNDING DETAILS	A

GENERAL CONSTRUCTION NOTES:

1. PLANS ARE INTENDED TO BE DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
3. CONTRACTOR SHALL CONTACT USA (UNDERGROUND SERVICE ALERT) AT (800) 227-2600, FOR UTILITY LOCATIONS, 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.
4. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IBC / UBC'S REQUIREMENTS REGARDING EARTHQUAKE RESISTANCE, FOR, BUT NOT LIMITED TO, PIPING, LIGHT FIXTURES, CEILING GRID, INTERIOR PARTITIONS, AND MECHANICAL EQUIPMENT. ALL WORK MUST COMPLY WITH LOCAL EARTHQUAKE CODES AND REGULATIONS.
6. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWINGS, SHALL NOT BE USED TO IDENTIFY OR ESTABLISH BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ARCHITECT / ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT / ENGINEER.
7. THE BUILDING DEPARTMENT ISSUING THE PERMITS SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK, OR AS OTHERWISE STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.
8. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
9. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON THE PLAN HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT / ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR THE ACCURACY OF THE INFORMATION SHOWN ON THE PLANS, OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTORS SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTORS SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
10. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, BOTH HORIZONTAL AND VERTICALLY, PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT / ENGINEER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT / ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE.
11. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
12. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED / DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO IT'S ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON "AS-BUILT" DRAWINGS BY GENERAL CONTRACTOR, AND ISSUED TO THE ARCHITECT / ENGINEER AT COMPLETION OF PROJECT.
13. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
14. INCLUDE MISC. ITEMS PER AT&T SPECIFICATIONS
15. IT IS A VIOLATION OF LAW FOR ANY PERSONS, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT
16. ALL (N) CABLING AND EQUIPMENT MUST BE INSTALLED AND USED IN ACCORDANCE WITH THE PRODUCT'S INCLUDED INSTRUCTIONS, LISTING AND/OR LABELING REQUIREMENTS. PER NEC SECTION 110.3(B)
17. THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.
18. PENETRATIONS SHALL BE FIRE-STOPPED AND OPENINGS SHALL BE PROTECTED THROUGH FIRE-RATED WALLS, FLOOR, ROOF AND CEILING ASSEMBLIES AS REQUIRED BY THE 2018 IBC CHAPTER 7.
19. STRUCTURAL ANALYSIS IS NOT WITHIN THE SCOPE OF WORK CONTAINED IN THIS DRAWINGS SET. FOR ANALYSIS OF EXISTING AND/OR PROPOSED COMPONENTS, REFER TO STRUCTURAL ANALYSIS PROVIDED BY J5 UNDER SEPARATE COVER.
20. ANTENNA MOUNT ANALYSIS IS NOT WITHIN THE SCOPE OF WORK CONTAINED IN THIS DRAWING SET. FOR ANALYSIS OF MOUNT TO SUPPORT PROPOSED COMPONENTS, REFER TO ANTENNA MOUNT STRUCTURAL ANALYSIS PROVIDED BY J5 UNDER SEPARATE COVER.
21. TOWER ANALYSIS TO BE CONDUCTED AND PROVIDED BY TOWER OWNER. FOR ANALYSIS OF EXISTING AND/OR PROPOSED COMPONENTS, REFER TO TOWER STRUCTURAL ANALYSIS UNDER SEPARATE COVER.

APPLICABLE CODES, REGULATIONS AND STANDARDS:

1. SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION.
2. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.
3. SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
   - 3.1. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
   - 3.2. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, LRFD, FOURTEENTH EDITION
   - 3.3. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA/EIA) 222-H, STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS
   - 3.4. INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRICAL EQUIPMENT.
   - 3.5. IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")
   - 3.6. TIA 607 COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS TELCORDIA GR-63 NETWORK
   - 3.7. EQUIPMENT-BUILDING SYSTEM (NEBS): PHYSICAL PROTECTION
   - 3.8. TELCORDIA GR-347 CENTRAL OFFICE POWER WIRING
   - 3.9. TELCORDIA GR-1275 GENERAL INSTALLATION REQUIREMENTS
   - 3.10. TELCORDIA GR-1503 COAXIAL CABLE CONNECTIONS
   - 3.11. ANY AND ALL OTHER LOCAL & STATE LAWS AND REGULATIONS
   - 3.12. FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

ABBREVIATIONS:

A.B.	ANCHOR BOLT	FDN.	FOUNDATION	SCH.	SCHEDULE
ABV.	ABOVE	F.O.C.	FACE OF CONCRETE	SHT.	SHEET
ACCA	ANTENNA CABLE COVER ASSEMBLY	F.O.M.	FACE OF MASONRY	SIM.	SIMILAR
ADD'L	ADDITIONAL	F.O.S.	FACE OF STUD	SPEC.	SPECIFICATIONS
A.F.F.	ABOVE FINISHED FLOOR	F.O.W.	FACE OF WALL	SQ.	SQUARE
A.F.G.	ABOVE FINISHED GRADE	F.S.	FINISH SURFACE	S.S.	STAINLESS STEEL
ALUM.	ALUMINUM	FT.(')	FOOT (FEET)	STD.	STANDARD
ALT.	ALTERNATE	FTG.	FOOTING	STL.	STEEL
ANT.	ANTENNA	G.	GROWTH (CABINET)	STRUC.	STRUCTURAL
APPRX.	APPROXIMATE(LY)	GA.	GAUGE	TEMP.	TEMPORARY
ARCH.	ARCHITECT(URAL)	GI.	GALVANIZE(D)	THK.	THICK(NESS)
AWG.	AMERICAN WIRE GAUGE	G.F.I.	GROUND FAULT CIRCUIT	T.N.	TOE NAIL
BLDG.	BUILDING	INTERRHPTER		T.O.A.	TOP OF ANTENNA
BLK.	BLOCK	GLB. (GLU-LAM)	GLUE LAMINATED BEAM	T.O.C.	TOP OF CURB
BLKG.	BLOCKING	GPS	GLOBAL POSITIONING SYSTEM	T.O.F.	TOP OF FOUNDATION
BM.	BEAM	GRND.	GROUND	T.O.P.	TOP OF PLATE (PARAPET)
B.N.	BOUNDARY NAILING	HDR.	HEADER	T.O.S.	TOP OF STEEL
BTCW.	BARE TINNED COPPER WIRE	HGR.	HANGER	T.O.W.	TOP OF WALL
B.O.F.	BOTTOM OF FOOTING	HT.	HEIGHT	TYP.	TYPICAL
B/U	BACK-UP CABINET	ICGB.	ISOLATED COPPER GROUND BUS	U.G.	UNDER GROUND
CAB.	CABINET	IN. (")	INCH(ES)	U.L.	UNDERWRITERS LABORATORY
CANT.	CANTILEVER(ED)	INT.	INTERIOR	U.N.O.	UNLESS NOTED OTHERWISE
C.I.P.	CAST IN PLACE	LB.(#)	POUND(S)	V.I.F.	VERIFY IN FIELD
CLG.	CEILING	L.B.	LAG BOLTS	W	WIDE (WIDTH)
CLR.	CLEAR	L.F.	LINEAR FEET (FOOT)	w/	WITH
COL.	COLUMN	L.	LONG(ITUDINAL)	WD.	WOOD
CONC.	CONCRETE	MAS.	MASONRY	W.P.	WEATHERPROOF
CONN.	CONNECTION(OR)	MAX.	MAXIMUM	WT.	WEIGHT
CONST.	CONSTRUCTION	M.B.	MACHINE BOLT	℄	CENTERLINE
CONT.	CONTINUOUS	MECH.	MECHANICAL	ℙ	PLATE, PROPERTY LINE
d	PENNY (NAILS)	MFR.	MANUFACTURER		
DBL.	DOUBLE	MIN.	MINIMUM		
DEPT.	DEPARTMENT	MISC.	MISCELLANEOUS		
D.F.	DOUGLAS FIR	MTL.	METAL		
DIA.	DIAMETER	(N)	NEW		
DIAG.	DIAGONAL	NO.(#)	NUMBER		
DIM.	DIMENSION	N.T.S.	NOT TO SCALE		
DWG.	DRAWING(S)	O.C.	ON CENTER		
DWL.	DOWEL(S)	OPNG.	OPENING		
EA.	EACH	P/C	PRECAST CONCRETE		
EL.	ELEVATION	PCS	PERSONAL COMMUNICATION		
ELEC.	ELECTRICAL	SERVICES			
ELEV.	ELEVATOR	PLY.	PLYWOOD		
EMT.	ELECTRICAL METALLIC TUBING	PPC	POWER PROTECTION CABINET		
E.N.	EDGE NAIL	PRC	PRIMARY RADIO CABINET		
ENG.	ENGINEER	P.S.F.	POUNDS PER SQUARE FOOT		
EQ.	EQUAL	P.S.I.	POUNDS PER SQUARE INCH		
EXP.	EXPANSION	P.T.	PRESSURE TREATED		
EXST.(E)	EXISTING	PWR.	POWER (CABINET)		
EXT.	EXTERIOR	QTY.	QUANTITY		
FAB.	FABRICATION(OR)	RAD.(R)	RADIUS		
F.F.	FINISH FLOOR	REF.	REFERENCE		
F.G.	FINISH GRADE	REINF.	REINFORCEMENT(ING)		
FIN.	FINISH(ED)	REQ'D/ RGS.	REQUIRED RIGID GALVANIZED STEEL		
FLR.	FLOOR				

SYMBOLS LEGEND:

- 1 / A-300 — BLDG. SECTION
- A5 / A-310 — WALL SECTION
- D5 / A-500 — DETAIL
- C1 / A-113, A4 / A-113, C4 / A-113, A1 / A-113 — ELEVATION
- 001 — DOOR SYMBOL
- 10 — WINDOW SYMBOL
- 3 — TILT-UP PANEL MARK
- PROPERTY LINE
- CENTERLINE
- SETBACK
- +0" — ELEVATION DATUM
- A — GRID/COLUMN LINE
- 3 — KEYNOTE, DIMENSION ITEM
- 2 — KEYNOTE, CONSTRUCTION ITEM
- W- 3 — WALL TYPE MARK
- OFFICE 101 — ROOM NAME / ROOM NUMBER

- GROUT OR PLASTER
- (E) BRICK
- (E) MASONRY
- CONCRETE
- EARTH
- GRAVEL
- PLYWOOD
- SAND
- PLYWOOD
- SAND
- (E) STEEL
- MATCH LINE
- GROUND CONDUCTOR
- OH — OVERHEAD SERVICE CONDUCTORS
- Tel — TELEPHONE CONDUIT
- Pwr — POWER CONDUIT
- Coax — COAXIAL CABLE
- CHAIN LINK FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- (P) ANTENNA
- (P) RRH
- (P) DC SURGE SUPPRESSION
- (F) ANTENNA
- (F) RRH
- (E) EQUIPMENT

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A
P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

PARCEL ID:
13:024:0084/13:024:0086

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REV	DATE	BY	DESCRIPTION
A	10/7/25	SLM	90% CD

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION

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Sheet Title:

GENERAL NOTES

Sheet Number:

GN-1

SITE WORK GENERAL NOTES:

1. THE SUBCONTRACTOR SHALL CONTRACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES, SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A.) FALL PROTECTION B.) CONFINED SPACE C.) ELECTRICAL SAFETY D.) TRENCHING AND EXCAVATION.
3. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS.
4. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
5. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED, OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER, AND/OR LOCAL UTILITIES.
6. THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE.
7. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
8. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW, OR ICE SHALL BE PLACED IN ANY FILL OR EMBANKMENT.
9. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
10. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT, OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE PROJECT SPECIFICATIONS.
11. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
12. NOTICE TO PROCEED - NO WORK TO COMMENCE PRIOR TO COMPANY'S WRITTEN NOTICE TO PROCEED AND THE ISSUANCE OF A PURCHASE ORDER.
13. ALL CONSTRUCTION MEANS AND METHODS: INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN AND SHALL ADHERE TO ANSI/TIA-1019 (LATEST EDITION) INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

   CONTRACTOR - J5 INFRASTRUCTURE PARTNERS
   SUBCONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)
   CARRIER - AT&T
   OEM - ORIGINAL EQUIPMENT MANUFACTURER
2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE THEMSELVES, WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR AND AT&T
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
4. DRAWINGS PROVIDED HERE ARE NOT TO SCALE AND ARE INTENDED TO SHOW OUTLINE ONLY.
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
6. 'KITTING LIST' SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND KITTING LIST SHALL BE SUPPLIED BY THE SUBCONTRACTOR.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS. THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR AND AT&T PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWINGS.
10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT THE SUBCONTRACTOR'S EXPENSE; TO THE SATISFACTION OF THE OWNER.
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION, TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185, AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPESSIVE STRENGTH OF 2,500 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE. SLAB FOUNDATION DESIGN ASSUMING ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD. UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS.

   4.1. CONCRETE CAST AGAINST EARTH: 3" MIN.
   4.2. CONCRETE EXPOSED TO WEATHER:
   4.2.1. #6 AND LARGER - 2" MIN.
   4.2.2. #5 AND SMALLER & WWF. - 1 1/2" MIN.
   4.3. CONCRETE NOT EXPOSED TO WEATHER OR NOT CAST AGAINST THE GROUND:
   4.3.1. SLAB AND WALLS 3/4" MIN.
   4.3.2. BEAMS AND COLUMNS 1 1/2" MIN.
5. A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

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P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
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ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

PARCEL ID:
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A	10/7/25	SLM	90% CD

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Sheet Title:

GENERAL NOTES

Sheet Number:

GN-2

AT&T

This Site Operated by:

AT&T MOBILITY

AT&T MOBILITY 7670 S. CHESTER ST., CENTENNIAL, CO 80112
IN CASE OF FIRE AND THE NEED FOR SHUTDOWN
TO DEACTIVATE ANTENNAS CALL THE
FOLLOWING NUMBER:
For 24 Hour Emergency Contact and Access Please Call:
(800) 638-2822

Reference Site#: UTL94194

Site Address: 750 S. 1900 W. LEHI, UT 84043

10 FENCED COMPOUND SIGNAGE
N.T.S.

DANGER

NO TRESPASSING

INFORMATION

Federal Communications Communication Tower Registration Number

1 2 3 4 5 6 7

Posted in accordance with federal Communications Commission rules and antenna tower registration 47CFR 17.4(g).

8"

12"

9 FENCED COMPOUND SIGNAGE
N.T.S.

6 FCC ASR SIGNAGE
N.T.S.

NOTICE

AUTHORIZED PERSONNEL ONLY

Property of AT&T

Authorized Personnel Only

No Trespassing
Violators will be Prosecuted

In case of emergency, or prior to performing maintenance on this site, call _____
and reference cell site number _____

8 DOOR / EQUIPMENT SIGN
N.T.S.

5 GATE SIGNAGE
N.T.S.

2 0 0 — DANGER — DIESEL FUEL
NO SMOKING
NO OPEN FLAMES

0 3 2 W — DANGER — LEAD ACID BATTERIES
CORROSIVE LIQUIDS (ELECTROLYTE)
ENERGIZED ELECTRICAL CIRCUITS
NO SMOKING

Property of AT&T

Authorized Personnel Only

In case of emergency, or prior to performing maintenance on this site, call _____
and reference cell site number _____

7 NFPA HAZARD SIGN - TYPICAL
N.T.S.

4 SHELTER / CABINET DOORS SIGNAGE
N.T.S.

8"

INFORMATION

AT&T MOBILITY OPERATES TELECOMMUNICATION ANTENNAS AT THIS LOCATION. REMAIN AT LEAST 3 FEET AWAY FROM ANY ANTENNA AND OBEY ALL POSTED SIGNS.

CONTACT THE OWNER(S) OF THE ANTENNA(S) BEFORE WORKING CLOSER THAN 3 FEET FROM THE ANTENNA(S)

CONTACT AT&T MOBILITY AT 800-638-2822 PRIOR TO PERFORMING ANY MAINTENANCE OR REPAIRS NEAR AT&T MOBILITY ANTENNAS.

THIS IS SITE #
CONTACT THE MANAGEMENT OFFICE IF THIS DOOR/HATCH/GATE IS FOUND UNLOCKED.

12"

A INFORMATION SIGN 1-1
SCALE: 1/2"= 1'

5"

INFORMATION

ACTIVE ANTENNAS ARE MOUNTED

☐ ON THE OUTSIDE FACE OF THIS BUILDING

☐ INFORMATION SIGN 1-2

☐ ON THIS STRUCTURE

STAY BACK A MINIMUM OF 3 FEET FROM THESE ANTENNAS

CONTACT AT&T MOBILITY AT 800-638-2822 & FOLLOW THEIR INSTRUCTIONS PRIOR TO PERFORMING ANY MAINTENANCE OR REPAIRS CLOSER THAN 3 FEET FROM THE ANTENNAS.

THIS IS AT&T MOBILITY SITE _____

7"

B INFORMATION SIGN 1-2
SCALE: 3/4" = 1'

2"

AT&T

1"

C INFORMATION SIGN 1-3
SCALE: 1/4" = 1'

1-1/2"

STAY BACK 3 FEET FROM ANTENNA

24"

D INFORMATION SIGN 1-4
SCALE: 3/16" = 1'

1. CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE w/ AT&T WIRELESS DOCUMENT #03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.

2. FABRICATION:

*SIGN I-1: ENTRANCE DOOR, SEE DETAIL 1A, THIS SHEET

SIGN 1 IS TO BE MADE ON THE 50 MIL ALUMINUM SHEETING (SIZE 8 INCHES BY 12 INCHES) w/ FOUR (4) ¼ INCH MOUNTING HOLES, ONE EACH CORNER OF THE SIGN FOR MOUNTING w/ HARDWARE w/ TIE WRAPS. THE MAIN BACKGROUND COLOR IS TO BE WHITE FRONT & BACK w/ BLACK LETTERING.

THE INFORMATION BAND SHALL BE 1.2 INCH SOLID GREEN BAND w. 0.5 INCH HIGH BLACK LETTERING. THE BODY TEXT SHALL BE IN BLACK LETTERING w/0.2 INCH HIGH LETTERS. THE REF LINE SHALL BE IN ⅛ INCH LETTERS.

THE PLACEMENT OF TEXT SHALL BE DONE IN A MANNER THAT WILL PERMIT EASY READING FROM A DISTANCE OF APPROXIMATELY 6 FEET IN FRONT OF THE SIGN.

ALL PAINT WILL BE BAKED w/ENAMEL w/ UV PROTECTIVE COATING OVER THE FACE OF THE SIGN.

*SIGN 1-2: POLE, SEE DETAIL 1B, THIS SHEET

SIGN 2 MUST BE A NON METALLIC LABEL w/ AN ADHESIVE BACKING, THE LABEL SHALL BE MADE USING VINYL OR SIMILAR WEATHERPROOF MATERIAL. THE LABEL SHALL BE APPROXIMATELY 5X7 INCHES w/ A WHITE BACKGROUND AND BLACK LETTERING. THE GREEN BAND SHALL BE 1.375 INCH IN HEIGHT & THE LETTERING SHALL BE BLACK w/ 0.75 INCH HIGH LETTERS. THE TEXT LETTERING SHALL BE BLACK w/ ⅛ INCH HIGH LETTERS. UV PROTECTION SHALL BE PLACED OVER THE FRONT OF THE LABEL.

*SIGN 1-3: BACK OF ANTENNAS, SEE DETAIL 1C & 3, THIS SHEET

*SIGN 3 IS A 1 INCH X 2 INCH PANEL THAT CAN BE APPLIED TO THE BACK OR SIDE OF AN ANTENNA TO IDENTIFY IT AS AN AT&T ANTENNA.

*SIGN 1-4: SIDE OF ANTENNAS, SEE DETAIL 1D & 3, THIS SHEET

SIGN 4 IS MADE FROM TRANSPARENT MATERIAL 1-1/2 INCHES WIDE & 24 INCHES LONG. THE LETTERING IS TO BE BLACK w ½ INCH LETTERING IN A VERTICAL COLUMN. THE SPACING BETWEEN WORDS MUST BE SUCH THAT IT IS EASILY READ & FILLS THE LENGTH OF THE SIGN.

3 INFORMATION SIGNAGE
N.T.S.

NOTE:
1. CONTRACTOR SHALL INSTALL ALL INFORMATION SIGNAGE IN ACCORDANCE w/ AT&T WIRELESS DOCUMENT #03-0074, RF EXPOSURE POLICY AND RF SAFETY COMPLIANCE PROGRAM, LATEST EDITION.
2. CONTRACTOR SHALL CONTACT AT&T R-RFSC FOR INFORMATION ON MPE LEVELS AND INSTRUCTIONS ON LEVEL AND LOCATION OF SIGNAGE

CAUTION

On this tower:
Radio frequency (RF) fields near some antennas *may exceed* the FCC Occupational Exposure Limits.

Contact AT&T at 800-638-2822, option 9 and 3, and follow their instructions prior to performing maintenance or repairs beyond this point.

Personnel climbing this tower should be trained for working in RF environments and use a personal RF monitor if working near active antennas.

Caution Sign #CADFT-AL-05.7 This is AT&T site 500205

2 CAUTION SIGN
N.T.S.

SIGNAGE AND STRIPING INFORMATION

1. THE FOLLOWING INFORMATION IS A GUIDELINE w/ RESPECT TO PREVAILING STANDARDS LIMITING HUMAN EXPOSURE TO RADIO FREQUENCY ENERGY AND SHOULD BE USED AS SUCH. IF THE SITE'S EMF REPORT OR ANY LOCAL, STATE OR FEDERAL GUIDELINES OR REGULATIONS SHOULD BE IN CONFLICT w/ ANY PART OF THESE NOTES OR PLANS, THE MORE RESTRICTIVE GUIDELINE OR REGULATION SHALL BE FOLLOWED AND OVERRIDE THE LESSER.
2. THE PUBLIC LIMIT OF RF EXPOSURE ALLOWED BY AT&T IS 1mWcm*2 AND THE OCCUPATIONAL LIMIT OF RF EXPOSURE ALLOWED BY AT&T IS 5mWcm*2
3. IF THE BOTTOM OF THE ANTENNA IS MOUNTED (8) EIGHT FEET ABOVE THE GROUND OR WORKING PLATFORM LINE OF THE PERSONAL COMMUNICATION SYSTEM (PCS) AND DOES NOT EXCEED THE PUBLIC LIMIT OF RF EXPOSURE LIMIT THEN NO STRIPING OR BARRICADES SHOULD BE NEEDED.
4. IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS EXCEEDED AND THE AREA IS PUBLICLY ACCESSIBLE (e.g. ROOF ACCESS DOOR THAT CANNOT BE LOCKED, OR FIRE EGRESS) THEN BOTH BARRICADES AND STRIPING SHALL BE PLACED AROUND THE ANTENNAS. THE EXACT EXTENT OF THE BARRICADES AND STRIPING SHALL BE DETERMINED BY THE EMF REPORT FOR THE SITE DONE BEFORE OR SHORTLY AFTER COMPLETION OF SITE CONSTRUCTION. USE THE PLANS AS A GUIDELINE FOR PLACEMENT OF SUCH BARRICADES AND STRIPING.
5. IF THE PUBLIC LIMIT OF RF EXPOSURE ON THE SITE IS EXCEEDED AND THE AREA IS PUBLICLY ACCESSIBLE (e.g. ROOF ACCESS DOOR THAT CANNOT BE LOCKED, OR FIRE EGRESS) THEN BOTH BARRICADES AND STRIPING SHALL BE PLACED AROUND THE ANTENNAS. THE EXACT EXTENT OF THE BARRICADES & STRIPING SHALL BE DETERMINED BY THE EMF REPORT FOR THE SITE DONE BEFORE OR SHORTLY AFTER COMPLETION OF SITE CONSTRUCTION. USE THE PLANS AS A GUIDELINE FOR PLACEMENT OF SUCH BARRICADES AND STRIPING.
6. ALL TRANSMIT ANTENNAS REQUIRE A THREE LANGUAGE WARNING SIGN WRITTEN IN ENGLISH, SPANISH, AND CHINESE. THIS SIGN SHALL BE PROVIDED TO THE CONTRACTOR Y THE AT&T CONSTRUCTION PROJECT MANAGER AT THE TIME OF CONSTRUCTION. THE LARGER SIGN SHALL BE PLACED IN PLAIN SIGHT AT ALL ROOF ACCESS LOCATIONS AND ON ALL BARRICADES. THE SMALLER SIGN SHALL BE PLACED ON THE ANTENNA ENCLOSURES IN A MANNER THAT IS EASILY SEEN BY ANY PERSON ON THE ROOF. WARNING SIGNS SHALL COMPLY w/ ANSI C95.2 COLOR, SYMBOL, AND CONTENT CONVENTIONS. ALL SIGNS SHALL HAVE AT&T'S NAME AND THE COMPANY CONTACT INFORMATION (e.g. TELEPHONE NUMBER) TO ARRANGE FOR ACCESS TO THE RESTRICTED AREAS. THIS TELEPHONE NUMBER SHALL BE PROVIDED TO THE CONTRACTOR BY THE AT&T CONSTRUCTION PROJECT MANAGER AT THE TIME OF CONSTRUCTION.
7. PHOTOS OF ALL STRIPING, BARRICADES & SIGNAGE SHALL BE PART OF THE CONTRACTORS CLOSE OUT PACKAGE & SHALL BE TURNED INTO THE AT&T CONSTRUCTION PACKAGE & SHALL BE TURNED INTO THE AT&T CONSTRUCTION PROJECT MANAGER AT THE END OF CONSTRUCTION. STRIPING SHALL BE DONE w/ FADE RESISTANT YELLOW SAFETY PAINT IN A CROSS-HATCH PATTERN AS DETAILED BY THE CONSTRUCTION DRAWINGS. ALL BARRICADES SHALL BE MADE OF AN RF FRIENDLY MATERIAL SO AS NOT TO BLOCK OR INTERFERE w/ THE OPERATION OF THE ANTENNAS. BARRICADES SHALL BE PAINTED w/ FADE RESTRAINT YELLOW SAFETY PAINT. THE CONTRACTOR SHALL PROVIDE ALL RF FRIENDLY BARRICADES NEEDED, & SHALL PROVIDE THE AT&T CONSTRUCTION PROJECT MANAGER w/ A DETAILED SHOP DRAWING OF EACH BARRICADE. UPON CONSTRUCTION COMPLETION.

1 GENERAL NOTES
N.T.S.

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A

P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

PARCEL ID:
13:024:0084/13:024:0086

THE INFORMATION CONTAINED IN THE SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS.

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

DRAWN BY: SLM

CHECKED BY: KM

REV	DATE	BY	DESCRIPTION
A	10/7/25	SLM	90% CD

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION

Licensor:

10/7/2025 11:11 AM

Sheet Title:
SITE SIGNAGE

Sheet Number:
GN-3

I. PRODUCT IDENTIFICATION

Chemical Trade Name (as used on label):
Aerospace and defense batteries manufactured using factory modified versions of Cyclon®, Genesis®, SBS, XE®, Armasafe Plus®, or Large TPPL.

Chemical Family/Classification:
Sealed Lead Battery

Synonyms:
Sealed Lead Acid Battery, VRLA Battery

Telephone:
For information and emergencies, contact EnerSys Energy Products
Environmental, Health & Safety Dept. at 660-429-2165

Manufacturer's Name/Address:
EnerSys Energy Products Inc. (formerly Hawker Energy Products Inc.)
617 N. Ridgeview Drive
Warrensburg, MO 64093-9301

24-Hour Emergency Response Contact:
CHEMTREC DOMESTIC: 800-424-9300 CHEMTREC INT'L: 703-527-3877

II GHS HAZARDS IDENTIFICATION

HEALTH		ENVIRONMENTAL	PHYSICAL
Acute Toxicity (Oral/Dermal/Inhalation)	Category 4	Aquatic Chronic 1	Explosive Chemical, Division 1.3
Skin Corrosion/Irritation	Category 1A	Aquatic Acute 1	
Eye Damage	Category 1		
Reproductive	Category 1A		
Carcinogenicity (lead compounds)	Category 1B		
Carcinogenicity (acid mist)	Category 1A		
Specific Target Organ Toxicity (repeated exposure)	Category 2		

GHS LABEL:

HEALTH | ENVIRONMENTAL | PHYSICAL



Hazard Statements
DANGER!
Causes severe skin burns and serious eye damage.
May damage fertility or the unborn child if ingested or inhaled.
May cause cancer if ingested or inhaled.
Causes damage to central nervous system, blood and kidneys through prolonged or repeated exposure.
May form explosive air/gas mixture during charging.
Explosive, fire, blast, or projection hazard.
May cause harm to breast-fed children
Harmful if swallowed, inhaled, or contact with skin
Causes skin irritation, serious eye damage.

Precautionary Statements
Wash thoroughly after handling.
Do not eat, drink or smoke when using this product.
Wear protective gloves/protective clothing, eye protection/face protection.
Avoid breathing dust/fume/gas/mist/vapors/spray.
Use only outdoors or in a well-ventilated area.
Contact with internal components may cause irritation or severe burns. Avoid contact with internal acid.
Irritating to eyes, respiratory system, and skin.
Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood
Avoid contact during pregnancy/while nursing
Keep away from heat./sparks/open flames/hot surfaces. No smoking

III. COMPOSITION/INFORMATION ON INGREDIENTS

Components	CAS Number	Approximate % by Weight
Inorganic Lead Compound:		
Lead	7439-92-1	45 - 60
Lead Dioxide	1309-60-0	15 - 25
Tin	7440-31-5	0.1 - 0.2
Sulfuric Acid Electrolyte (Sulfuric Acid/Water)	7664-93-9	15 - 20
Case Material:		5 - 10
Polypropylene	9003-07-0	
Polystyrene	9003-53-6	
Styrene Acrylonitrile	9003-54-7	
Acrylonitrile Butadiene Styrene	9003-56-9	
Styrene Butadiene	9003-55-8	
Polyvinylchloride	9002-86-2	
Polycarbonate, Hard Rubber, Polyethylene	9002-88-4	
Polyphenylene Oxide	25134-01-4	
Polycarbonate/Polyester Alloy	--	
Other:		
Absorbent Glass Mat	--	1 - 2

Inorganic lead and sulfuric acid electrolyte are the primary components of every battery manufactured by EnerSys Energy Products.
There are no mercury or cadmium containing products present in batteries manufactured by EnerSys Energy Products.

IV. FIRST AID MEASURES

Inhalation:
Sulfuric Acid: Remove to fresh air immediately. If breathing is difficult, give oxygen. Consult a physician
Lead: Remove from exposure, gargle, wash nose and lips; consult physician.

Ingestion:
Sulfuric Acid: Give large quantities of water; do not induce vomiting or aspiration into the lungs may occur and can cause permanent injury or death; consult a physician.
Lead: Consult physician immediately.

Skin:
Sulfuric Acid: Flush with large amounts of water for at least 15 minutes; remove contaminated clothing completely, including shoes. If symptoms persist, seek medical attention. Wash contaminated clothing before reuse. Discard contaminated shoes.
Lead: Wash immediately with soap and water.

Eyes:
Sulfuric Acid and Lead: Flush immediately with large amounts of water for at least 15 minutes while lifting lids. Seek immediate medical attention if eyes have been exposed directly to acid.

V. FIRE FIGHTING MEASURES

Flash Point: N/A | Flammable Limits: LEL = 4.1% (Hydrogen Gas) | UEL = 74.2% (Hydrogen Gas)

Extinguishing Media: Carbon dioxide; foam; dry chemical. Avoid breathing vapors. Use appropriate media for surrounding fire.

Special Fire Fighting Procedures:
If batteries are on charge, shut off power. Use positive pressure, self-contained breathing apparatus. Water applied to electrolyte generates heat and causes it to spatter. Wear acid-resistant clothing, gloves, face and eye protection.
Note that strings of series connected batteries may still pose risk of electric shock even when charging equipment is shut down.

Unusual Fire and Explosion Hazards:
Highly flammable hydrogen gas is generated during charging and operation of batteries. To avoid risk of fire or explosion, keep sparks or other sources of ignition away from batteries. Do not allow metallic materials to simultaneously contact negative and positive terminals of cells and batteries. Follow manufacturer's instructions for installation and service.

VI. ACCIDENTAL RELEASE MEASURES

Spill or Leak Procedures:
Stop flow of material, contain/absorb small spills with dry sand, earth, and vermiculite. Do not use combustible materials. If possible, carefully neutralize spilled electrolyte with soda ash, sodium bicarbonate, lime, etc. Wear acid-resistant clothing, boots, gloves, and face shield. Do not allow discharge of unneutralized acid to sewer. Acid must be managed in accordance with local, state, and federal requirements.
Consult state environmental agency and/or federal EPA.

VII. HANDLING AND STORAGE

Handling:
Unless involved in recycling operations, do not breach the casing or empty the contents of the battery.
There may be increasing risk of electric shock from strings of connected batteries.
Keep containers tightly closed when not in use. If battery case is broken, avoid contact with internal components.
Keep vent caps on and cover terminals to prevent short circuits. Place cardboard between layers of stacked automotive batteries to avoid damage and short circuits.
Keep away from combustible materials, organic chemicals, reducing substances, metals, strong oxidizers and water. Use banding or stretch wrap to secure items for shipping.

Storage:
Store batteries in cool, dry, well-ventilated areas with impervious surfaces and adequate containment in the event of spills. Batteries should also be stored under roof for protection against adverse weather conditions. Separate from incompatible materials. Store and handle only in areas with adequate water supply and spill control. Avoid damage to containers. Keep away from fire, sparks and heat. Keep away from metallic objects which could bridge the terminals on a battery and create a dangerous short-circuit.

Charging:
There is a possible risk of electric shock from charging equipment and from strings of series connected batteries, whether or not being charged. Shut-off power to chargers whenever not in use and before detachment of any circuit connections. Batteries being charged will generate and release flammable hydrogen gas. Charging space should be ventilated. Keep battery vent caps in position. Prohibit smoking and avoid creation of flames and sparks nearby. Wear face and eye protection when near batteries being charged.

VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Limits (mg/m3) Note: N.E.= Not Established

INGREDIENTS (Chemical/Common Names)	OSHA PEL	ACGIH	US NIOSH	Quebec PEV	Ontario OEL	EU OEL
Lead and Lead Compounds (inorganic)	0.05	0.05	0.05	0.05	0.05	0.15 (b)
Tin	2	2	2	2	2	N.E
Sulfuric Acid Electrolyte	1	0.2	1	1	0.2	0.05 (c)
Polypropylene	N.E	N.E	N.E	N.E	N.E	N.E
Polystyrene	N.E	N.E	N.E	N.E	N.E	N.E
Styrene Acrylonitrile	N.E	N.E	N.E	N.E	N.E	N.E
Acrylonitrile Butadiene Styrene	N.E	N.E	N.E	N.E	N.E	N.E
Styrene Butadiene	N.E	N.E	N.E	N.E	N.E	N.E
Polyvinylchloride	N.E	N.E	N.E	N.E	1	N.E
Polycarbonate, Hard Rubber, Polyethylene	N.E	N.E	N.E	N.E	N.E	N.E
Polyphenylene Oxide	N.E	N.E	N.E	N.E	N.E	N.E
Polycarbonate/Polyester Alloy Rubber, Polyethylene	N.E	N.E	N.E	N.E	N.E	N.E
Absorbent Glass Mat	N.E	N.E	N.E	N.E	N.E	N.E

NOTES:
(b) As inhalable aerosol
(c) Thoracic fraction

Engineering Controls (Ventilation):
Store and handle in well-ventilated area. If mechanical ventilation is used, components must be acid-resistant.
Handle batteries cautiously to avoid spills. Make certain vent caps are on securely. Avoid contact with internal components. Wear protective clothing, eye and face protection when filling, charging or handling batteries. Do not allow metallic materials to simultaneously contact both the positive and negative terminals of the batteries. Charge the batteries in areas with adequate ventilation. General dilution ventilation is acceptable.

Respiratory Protection (NIOSH/MSHA approved):
None required under normal conditions. When concentrations of sulfuric acid mist are known to exceed the PEL, use NIOSH or MSHA-approved respiratory protection.

Skin Protection:
If battery case is damaged, use rubber or plastic acid-resistant gloves with elbow-length gauntlet, acid-resistant apron, clothing and boots.

Eye Protection:
If battery case is damaged, use chemical goggles or face shield.

Other Protection:
Under severe exposure emergency conditions, wear acid-resistant clothing and boots.

IX. PHYSICAL AND CHEMICAL PROPERTIES

Properties Listed Below are for Electrolyte:

Boiling Point:	203 - 240° F	**Specific Gravity (H2O = 1):**	1.215 to 1.350
Melting Point:	N/A	**Vapor Pressure (mm Hg):**	10
Solubility in Water:	100%	**Vapor Density (AIR = 1):**	Greater than 1
Evaporation Rate: (Butyl Acetate = 1)	Less than 1	**% Volatile by Weight:**	N/A
pH:	~1 to 2	**Flash Point:**	Below room temperature (as hydrogen gas)
LEL (Lower Explosive Limit)	4.1% (Hydrogen)	**UEL (Upper Explosive Limit)**	74.2% (Hydrogen)
Appearance and Odor:	Manufactured article; no apparent odor. Electrolyte is a clear liquid with a sharp, penetrating, pungent odor.		

X. STABILITY AND REACTIVITY

Stability: Stable X Unstable
This product is stable under normal conditions at ambient temperature.
Conditions To Avoid: Prolonged overcharge; sources of ignition

Incompatibility: (Materials to avoid)
Sulfuric Acid: Contact with combustibles and organic materials may cause fire and explosion. Also reacts violently with strong reducing agents, metals, sulfur trioxide gas, strong oxidizers and water. Contact with metals may produce toxic sulfur dioxide fumes and may release flammable hydrogen gas.
Lead Compounds: Avoid contact with strong acids, bases, halides, halogenates, potassium nitrate, permanganate, peroxides, nascent hydrogen and reducing agents.

Hazardous Decomposition Products:
Sulfuric Acid: Sulfur trioxide, carbon monoxide, sulfuric acid mist, sulfur dioxide, and hydrogen sulfide.
Lead Compounds: High temperatures likely to produce toxic metal fume, vapor, or dust; contact with strong acid or base or presence of nascent hydrogen may generate highly toxic arsine gas.

Hazardous Polymerization:
Will not occur

XI. TOXICOLOGICAL INFORMATION

Routes of Entry:
Sulfuric Acid: Harmful by all routes of entry.
Lead Compounds: Hazardous exposure can occur only when product is heated, oxidized or otherwise processed or damaged to create dust, vapor or fume. The presence of nascent hydrogen may generate highly toxic arsine gas.

Inhalation:
Sulfuric Acid: Breathing of sulfuric acid vapors or mists may cause severe respiratory irritation.
Lead Compounds: Inhalation of lead dust or fumes may cause irritation of upper respiratory tract and lungs.

Ingestion:
Sulfuric Acid: May cause severe irritation of mouth, throat, esophagus and stomach.
Lead Compounds: Acute ingestion may cause abdominal pain, nausea, vomiting, diarrhea and severe cramping. This may lead rapidly to systemic toxicity and must be treated by a physician.

Skin Contact:
Sulfuric Acid: Severe irritation, burns and ulceration.
Lead Compounds: Not absorbed through the skin.

Eye Contact:
Sulfuric Acid: Severe irritation , burns, cornea damage, and blindness.
Lead Components: May cause eye irritation.

Effects of Overexposure - Acute:
Sulfuric Acid: Severe skin irritation, damage to cornea, upper respiratory irritation.
Lead Compounds: Symptoms of toxicity include headache, fatigue, abdominal pain, loss of appetite, muscle aches and weakness, sleep disturbances and irritability.

Effects of Overexposure - Chronic:
Sulfuric Acid: Possible erosion of tooth enamel, inflammation of nose, throat and bronchial tubes.
Lead Compounds: Anemia; neuropathy, particularly of the motor nerves, with wrist drop; kidney damage; reproductive changes in males and females. Repeated exposure to lead and lead compounds in the workplace may result in nervous system toxicity. Some toxicologists report abnormal conduction velocities in persons with blood lead levels of 50mcg/100 ml or higher. Heavy lead exposure may result in central nervous system damage, encephalopathy and damage to the blood-forming (hematopoietic) tissues.

Carcinogenicity:
Sulfuric Acid: The International Agency for Research on Cancer (IARC) has classified "strong inorganic acid mist containing sulfuric acid" as a Group 1 carcinogen, a substance that is carcinogenic to humans. This classification does not apply to liquid forms of sulfuric acid or sulfuric acid solutions contained within a battery. Inorganic acid mist (sulfuric acid mist) is not generated under normal use of this product. Misuse of the product, such as overcharging, may result in the generation of sulfuric acid mist.
Lead Compounds: Lead is listed as a Group 2A carcinogen, likely in animals at extreme doses. Per the guidance found in OSHA 29 CFR 1910.1200 Appendix F, this is approximately equivalent to GHS Category 1B. Proof of carcinogenicity in humans is lacking at present.

Medical Conditions Generally Aggravated by Exposure:
Overexposure to sulfuric acid mist may cause lung damage and aggravate pulmonary conditions. Contact of sulfuric acid with skin may aggravate diseases such as eczema and contact dermatitis. Lead and its compounds can aggravate some forms of kidney, liver and neurologic diseases.

Acute Toxicity:
Inhalation LD50:
Electrolyte: LC50 rat: 375 mg/m3; LC50: guinea pig: 510 mg/m3
Elemental Lead: Acute Toxicity Point Estimate = 4500 ppmV (based on lead bullion)

Oral LD50:
Electrolyte: rat: 2140 mg/kg
Elemental Lead: Acute Toxicity Estimate (ATE) = 500 mg/kg body weight (based on lead bullion)

Additional Health Data:
All heavy metals, including the hazardous ingredients in this product, are taken into the body primarily by inhalation and ingestion.
Most inhalation problems can be avoided by adequate precautions such as ventilation and respiratory protection covered in Section 8.
Follow good personal hygiene to avoid inhalation and ingestion: wash hands, face, neck and arms thoroughly before eating, smoking or leaving the worksite. Keep contaminated clothing out of non-contaminated areas, or wear cover clothing when in such areas. Restrict the use and presence of food, tobacco and cosmetics to non-contaminated areas. Work clothes and work equipment used in contaminated areas must remain in designated areas and never taken home or laundered with personal non-contaminated clothing. This product is intended for industrial use only and should be isolated from children and their environment.

The 19th Amendment to EC Directive 67/548/EEC classified lead compounds, but not lead in metal form, as possibly toxic to reproduction.
Risk phrase 61: May cause harm to the unborn child, applies to lead compounds, especially soluble forms.

XII. ECOLOGICAL INFORMATION

Environmental Fate:
Lead is very persistent in soil and sediments. No data on environmental degradation. Mobility of metallic lead between ecological compartments is slow. Bioaccumulation of lead occurs in aquatic and terrestrial animals and plants but little bioaccumulation occurs through the food chain. Most studies include lead compounds and not elemental lead.

Environmental Toxicity: Aquatic Toxicity:
Sulfuric acid: 24-hr LC50, freshwater fish (Brachydanio rerio): 82 mg/L
96 hr- LOEC, freshwater fish (Cyprinus carpio): 22 mg/L
Lead: 48 hr LC50 (modeled for aquatic invertebrates): <1 mg/L, based on lead bullion

Additional Information:
- No known effects on stratospheric ozone depletion.
- Volatile organic compounds: 0% (by Volume)
- Water Endangering Class (WGK): NA

XIII. DISPOSAL CONSIDERATIONS (UNITED STATES)

Spent batteries: Send to secondary lead smelter for recycling. Spent lead-acid batteries are not regulated as hazardous waste when the requirements of 40 CFR Section 266.80 are met. This should be managed in accordance with approved local, state and federal requirements. Consult state environmental agency and/or federal EPA.

Electrolyte:
Place neutralized slurry into sealed containers and handle as applicable with state and federal regulations. Large water-diluted spills, after neutralization and testing, should be managed in accordance with approved local, state and federal requirements. Consult state environmental agency and/or federal EPA.

Following local, State/Provincial, and Federal/National regulations applicable to end-of-life characteristics will be the responsibility of the end-user.

XIV. TRANSPORT INFORMATION

U.S. DOT:
Excepted from the hazardous materials regulations (HMR) because the batteries meet the requirements of 49 CFR 173.159(f) and 49 CFR 173.159a of the U.S. Department of Transportation's HMR. Battery and outer package must be marked " NONSPILLABLE" or "NONSPILLABLE BATTERY" Battery terminals must be protected against short circuits.

IATA Dangerous Goods Regulations DGR:
Excepted from the dangerous goods regulations because the batteries meet the requirements of Packing Instruction 872 and Special Provisions A67 of the International Air Transportation Association (IATA) Dangerous goods Regulations and International Civil Aviation Organization (ICAO) Technical Instructions. Battery Terminals must be protected against short circuits.

The words " NOT RESTRICTED" , SPECIAL PROVISION A67" must be provided when the air waybill is issued.

IMDG:
Excepted from the dangerous goods regulations for transport by sea because the batteries meet the requirements of Special Provision 238 of the International Maritime Dangerous Goods(IMDG CODE). Battery terminals must be protected against short circuits.

Requirements for Safe Shipping and Handling of Cyclon Cells:
Warning – Electrical Fire Hazard – Protect against shorting. Terminals can short and cause a fire if not insulated during shipping. Cyclon product must be labeled "NONSPILLABLE" during shipping. Follow all federal shipping regulations. See section IX of this sheet and CFR 49 Parts 171 through 180, available online at www.gpoaccess.gov.

Requirements for Shipping Cyclon Product as Single Cells:
Protective caps or other durable inert material must be used to insulate each terminal of each cell unless cells are shipping in the original packaging from EnerSys, in full box quantities. Protective caps are available for all cell sizes by contacting EnerSys Customer Service at 1-800-964-2837.

Requirements for Shipping Cyclon Product Assembled Into Multicell Batteries:
Assembled batteries must have short circuit protection during shipping. Exposed terminals, connectors, or lead wires must be insulated with a durable inert material to prevent exposure during shipping.

XV. REGULATORY INFORMATION

UNITED STATES:
EPA SARA Title III:
Section 302 EPCRA Extremely Hazardous Substances (EHS):
Sulfuric acid is a listed "Extremely Hazardous Substance" under EPCRA, with a Threshold Planning Quantity (TPQ) of 1,000 lbs.
EPCRA Section 302 notification is required if 1000 lbs or more of sulfuric acid is present at one site (40 CFR 370.10). For more information consult 40 CFR Part 355. The quantity of sulfuric acid will vary by battery type. Contact your EnerSys representative for additional information.

Section 304 CERCLA Hazardous Substances:
Reportable Quantity (RQ) for spilled 100% sulfuric acid under CERCLA (Superfund) and EPCRA (Emergency Planning and Community Right to Know Act) is 1,000 lbs. State and local reportable quantities for spilled sulfuric acid may vary.

Section 311/312 Hazard Categorization:
EPCRA Section 312 Tier Two reporting is required for non-automotive batteries if sulfuric acid is present in quantities of 500 lbs or more and/or if lead is present in quantities of 10,000 lbs or more. For more information consult 40 CFR 370.10 and 40 CFR 370.40.

Section 313 EPCRA Toxic Substances:
40 CFR section 372.38 (b) states: If a toxic chemical is present in an article at a covered facility, a person is not required to consider the quantity of the toxic chemical present in such article when determining whether an applicable threshold has been met under § 372.25, § 372.27, or § 372.28 or determining the amount of release to be reported under § 372.30. This exemption applies whether the person received the article from another person or the person produced the article. However, this exemption applies only to the quantity of the toxic chemical present in the article.

Supplier Notification:
This product contains toxic chemicals, which may be reportable under EPCRA Section 313 Toxic Chemical Release Inventory (Form R) requirements.
If you are a manufacturing facility under SIC codes 20 through 39, the following information is provided to enable you to complete the required reports:

Toxic Chemical	CAS Number	Approximate % by Wt.
Lead	7439-92-1	45 - 60
Sulfuric Acid Electrolyte (Sulfuric Acid/Water)	7664-93-9	15 - 20
Tin	7440-31-5	0.1 - 0.2

See 40 CFR Part 370 for more details.

If you distribute this product to other manufacturers in SIC Codes 20 through 39, this information must be provided with the first shipment of each calendar year.

The Section 313 supplier notification requirement does not apply to batteries, which are "consumer products".

PREPARED FOR

AT&T
NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A
P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

PARCEL ID:
13:024:0084/13:024:0086

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DRAWN BY: SLM

CHECKED BY: KM

REV	DATE	BY	DESCRIPTION
A	10/7/25	SLM	90% CD

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION

Licensor:

FOR INFORMATION ONLY

10/7/2025 11:11 AM

Sheet Title:
MATERIAL SAFETY DATA SHEET & LEAD ACID BATTERY -1

Sheet Number:
GN-4

EnerSys Powerful Solutions

SAFETY DATA SHEET HAWKER

Form #: SDS 853026
Revised: AF
Supersedes: AD
ECO #: 1002195

TSCA:

TSCA Section 8b – Inventory Status: All chemicals comprising this product are either exempt or listed on the TSCA Inventory.

TSCA Section 12b (40 CFR Part 707.60(b)) No notice of export will be required for articles, except PCB articles, unless the Agency so requires in the context of individual section 5, 6, or 7 actions.

TSCA Section 13 (40 CFR Part 707.20): No import certification required (EPA 305-B-99-001, June 1999, Introduction to the Chemical Import Requirements of the Toxic Substances Control Act, Section IV.A).

RCRA:

Spent Lead Acid Batteries are subject to streamlined handling requirements when managed in compliance with 40 CFR section 266.80 or 40 CFR part 273. Waste sulfuric acid is a characteristic hazardous waste; EPA hazardous waste number D002 (corrosivity) and D008 (lead).

CAA:

EnerSys supports preventative actions concerning ozone depletion in the atmosphere due to emissions of CFC's and other ozone depleting chemicals (ODC's), defined by the USEPA as Class I substances. Pursuant to Section 611of the Clean Air Act Amendments (CAAA) of 1990, finalized on January 19, 1993, EnerSys established a policy to eliminate the use of Class I ODC's prior to the May 15, 1993 deadline.

STATE REGULATIONS (US):

Proposition 65:
Warning: Battery posts, terminals and related accessories contain lead and lead compounds, chemicals known to the State of California to cause cancer and reproductive harm. Batteries also contain other chemicals known to the State of California to cause cancer. Wash hands after handling.

INTERNATIONAL REGULATIONS:

Distribution into Quebec to follow Canadian Controlled Product Regulations (CPR) 24(1) and 24(2).

Distribution into the EU to follow applicable Directives to the Use, Import/Export of the product as-sold.

Article 33 (1) of the REACH regulation (Reg. EC 1907/2006), which entered into force on 1st of June 2007 in the European Union, requires that manufacturers communicate the presence of Substances of Very High Concern (SVHC) in articles (lead batteries) in concentration greater than 0.1% by weight.

Effective the 27th of June 2018, the European Chemical Agency (ECHA) updated the Candidate List with the inclusion of Lead Metal (CAS No.: 7439-92-1). This inclusion of Lead as an SVHC applies to all of EnerSys Lead based battery products regardless of the design (Flooded, Gel, AGM, etc…).

XVI. OTHER INFORMATION

Revised: 4/7/2020

NFPA Hazard Rating for Sulfuric Acid:

Flammability (Red) = 0 Reactivity (Yellow) = 2
Health (Blue) = 3 Sulfuric acid is water-reactive if concentrated.

DISCLAIMER

This Safety Data Sheet is created by the manufacturer to comply with the requirements of 29 CFR 1910.1200. To the extent allowed by law, the manufacturer hereby expressly disclaims any liability to any third party, including users of this product, including, but not limited to, consequential or other damages, arising out of the use of, or reliance on, this Safety Data Sheet.

EnerSys Powerful Solutions



PowerSafe

SBS Performance Specifications

SBS 170F BATTERY SPECS (1 UNIT)

LENGTH = 22.1"
WIDTH = 4.92"
HEIGHT = 11.1"
WEIGHT = 116 LBS

SBS 190F BATTERY SPECS (1 UNIT)

LENGTH = 22.1"
WIDTH = 4.92"
HEIGHT = 12.4"
WEIGHT = 132 LBS

PowerSafe

Features and Benefits

- Capacity range 7-361Ah
- 2V, 6V and 12V monobloc configurations
- Multiple string configurations available
- Two year shelf life
- SR-4228 compliant
- Long service life
- High energy density and cycling capability

Construction

- Utilizes Thin Plate Pure Lead (TPPL) technology. Thin positive grids are produced from high purity lead from a unique manufacturing process to maximize corrosion resistance and service life while increasing energy density
- Separators are Absorbent Glass Mat (AGM) made from high purity, superior quality fibers. The electrolyte is absorbed within the AGM, preventing acid spills in case of accidental damage
- High purity electrolyte to reduce self discharge rate and float currents
- Container and cover in flame retardant UL94-V0 material, highly resistant to shock and vibration
- Front terminal batteries use tin-plated copper terminals. Top terminal batteries use a copper alloy insert
- Self-regulating one way pressure relief valves prevent air ingress

Installation and Operation

- Space efficient footprint
- Valve Regulated Lead Acid (VRLA) design reduces maintenance requirements
- Greater than 10 year life expectancy in float service at 77°F (25°C)
- TPPL technology provides increased active material surface area which yields increased energy density
- Operating temperature: -40°F (-40°C) to 122°F (50°C)
  Recommended temperature: 68°F (20°C) to 86°F (30°C)

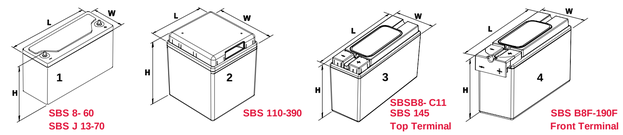
Standards

- Approved as non-hazardous cargo for ground, sea and air transportation. Please see our SDS for complete packaging requirements at www.enersys.com
- Complies with Telcordia® SR-4228, Network Equipment Building System (NEBS™) Criteria Levels
- The management systems governing the manufacture of this product are ISO 9001:2008 and ISO 14001:2004 certified

General Specifications

	Battery Type	Number of Cells	Nominal Voltage (V)	Nominal Capacity 8hr. Rate 1.75Vpc @ 77°F	Nominal Capacity 10hr. Rate 1.80Vpc @ 20°C	Nominal Dimensions Length in	Length mm	Width in	Width mm	Height in	Height mm	Typical Weight lbs	Typical Weight kg	Short Circuit Current (Amps)	Internal* Resistance Milli-Ohms	Terminals	Electrolyte (1.300 S.G.) Volume (per bloc) gal	Volume (per bloc) L	Weight (per bloc) lbs	Weight (per bloc) kg	Pure Acid (H2SO4) Volume (per bloc) lbs	Volume (per bloc) kg	Weight (per bloc) lbs	Weight (per bloc) kg	Lead Weight (per bloc) lbs	Lead Weight (per bloc) kg
Form Factor 1	SBS 8	6	12	7	7	5.43	138	3.39	86.0	3.90	99.0	5.95	2.70	455	27.1	M4 F	0.10	0.38	1.08	0.49	0.03	0.11	0.43	0.19	4.26	1.93
	SBS 15	6	12	14	14	7.87	200	3.03	77.0	5.51	140	11.5	5.20	891	13.5	M6 M	0.20	0.75	2.14	0.97	0.06	0.21	0.85	0.38	7.83	3.55
	SBS 30	6	12	26	26	9.84	250	3.82	97.0	6.14	156	20.9	9.50	1556	7.90	M6 M	0.40	1.51	4.33	1.96	0.11	0.43	1.72	0.78	15.5	7.04
	HB30	6	12	26	26	9.84	250	3.82	97.0	6.14	156	21.2	9.60	1556	7.90	harness	0.40	1.51	4.33	1.96	0.11	0.43	1.72	0.78	15.5	7.04
	SBS 40	6	12	38	38	9.84	250	3.82	97.0	8.11	206	29.1	13.2	2184	5.60	M6 M	0.59	2.23	6.39	2.90	0.17	0.63	2.53	1.15	21.2	9.61
Form Factor 2	SBS 60	6	12	51	51	8.66	220	4.76	121	10.3	261	40.8	18.5	2618	4.40	M6 M	0.85	3.22	9.21	4.17	0.24	0.91	3.65	1.66	29.1	13.2
	SBS 110	3	6	116	115	7.87	200	8.19	208	9.41	239	46.7	21.2	3804	1.70	M8 M	0.95	3.60	10.3	4.67	0.27	1.01	4.08	1.85	31.6	14.3
	SBS 130	3	6	133	132	7.87	200	8.19	208	9.41	239	50.0	22.7	4111	1.40	M8 M	0.98	3.70	10.6	4.80	0.28	1.04	4.20	1.90	34.2	15.5
	SBS 300	1	2	307	310	7.87	200	8.19	208	9.41	239	47.8	21.7	8700	0.23	M8 M	0.95	3.60	10.3	4.67	0.27	1.01	4.08	1.85	31.9	14.5
	SBS 390	1	2	361	360	7.87	200	8.19	208	9.41	239	51.1	23.2	11101	0.18	M8 M	0.90	3.39	9.70	4.40	0.25	0.95	3.85	1.75	34.7	15.7
Form Factor 1	SBS J13	6	12	12	12	6.89	175	3.27	83.0	5.08	129	11.5	5.20	957	13.0	M6 F	0.18	0.68	1.95	0.88	0.05	0.19	0.77	0.35	8.11	3.68
	SBS J16	6	12	15	15	7.13	181	2.99	76.0	6.57	167	14.8	6.70	1111	11.0	M6 F	0.23	0.87	2.49	1.13	0.06	0.25	0.99	0.45	11.0	5.00
	SBS J30	6	12	26	26	6.54	166	6.89	175	4.92	125	26.0	11.8	1766	7.00	M6 F	0.39	1.48	4.22	1.92	0.11	0.42	1.68	0.76	18.1	8.19
	SBS J40	6	12	39	39	7.76	197	6.50	165	6.69	170	35.1	15.9	2400	5.20	M6 F	0.61	2.31	6.61	3.00	0.17	0.65	2.62	1.19	27.6	12.5
	SBS J70	6	12	64	64	13.0	329	6.54	166	6.85	174	60.8	27.6	3500	3.50	M6 F	0.98	3.71	10.6	4.81	0.28	1.04	4.21	1.91	44.4	20.2
Form Factor 3	SBS J13X	6	12	12	12	7.0	177	3.37	85.6	5.17	131	11.5	5.20	957	13.0	M6 F	0.18	0.68	1.95	0.88	0.05	0.19	0.77	0.35	8.11	3.68
	SBS J16X	6	12	15	15	7.27	185	3.11	78.9	6.67	16	14.8	6.70	1111	11.0	M6 F	0.23	0.87	2.49	1.13	0.06	0.25	0.99	0.45	11.0	5.00
	SBS J30X	6	12	26	26	6.64	169	7.05	179	5.04	128	26.0	11.8	1766	7.00	M6 F	0.39	1.48	4.22	1.92	0.11	0.42	1.68	0.76	18.1	8.19
	SBS J40X	6	12	39	39	7.87	200	6.66	169	6.80	173	35.1	15.9	2400	5.20	M6 F	0.61	2.31	6.61	3.00	0.17	0.65	2.62	1.19	27.6	12.5
	SBS J70X	6	12	64	64	13.03	331	6.63	168	6.97	177	60.8	27.6	3500	3.50	M6 F	0.98	3.71	10.6	4.81	0.28	1.04	4.21	1.91	44.4	20.2
	SBS B14X	6	12	62	62	12.03	306	3.94	100	10.5	266	42.1	19.1	1800	7.00	M8 F	0.78	2.95	8.45	3.83	0.22	0.83	3.35	1.52	29.6	13.4
	SBS B8	6	12	31	31	11.0	280	3.82	97.0	6.26	159	22.7	10.3	1270	10.0	M8 F	0.37	1.42	4.05	1.84	0.11	0.40	1.61	0.73	15.6	7.08
	SBS B10	6	12	38	38	11.0	280	3.82	97.0	7.24	184	26.0	11.8	1390	9.00	M8 F	0.48	1.80	5.15	2.34	0.13	0.51	2.04	0.93	17.7	8.03
	SBS B14	6	12	62	62	11.0	280	3.82	97.0	10.4	264	42.1	19.1	1800	7.00	M8 F	0.78	2.95	8.45	3.83	0.22	0.83	3.35	1.52	29.6	13.4
	SBS C11	6	12	91	92	15.6	395	4.13	105	10.4	264	61.7	28.0	2300	5.50	M8 F	1.28	4.85	13.9	6.29	0.36	1.36	5.50	2.49	43.3	19.7
	SBS 100	6	12	100	100	15.6	395	4.25	108	11.3	287	71.9	32.6	2210	5.60	M8 F	1.34	5.09	14.6	6.60	0.38	1.43	5.77	2.62	49.7	22.6
	SBS145	6	12	145	145	16.9	429	6.77	172	9.37	238	105	47.6	4100	3.00	M8 F	2.21	8.37	23.9	10.9	0.62	2.35	9.49	4.31	79.5	36.1
Form Factor 4	SBS B8F	6	12	31	31	11.9	303	3.82	97.0	6.26	159	22.7	10.3	1270	10.0	M6 M	0.37	1.42	4.05	1.84	0.11	0.40	1.61	0.73	15.6	7.08
	SBS B10F	6	12	38	38	11.9	303	3.82	97.0	7.24	184	28.2	12.8	1390	9.00	M6 M	0.48	1.80	5.15	2.34	0.13	0.51	2.04	0.93	17.7	8.03
	SBS B14F	6	12	62	62	11.9	303	3.82	97.0	10.4	264	42.0	19.1	1800	7.00	M6 M	0.78	2.95	8.45	3.83	0.22	0.83	3.35	1.52	29.6	13.4
	SBS C11F	6	12	91	92	16.4	417	4.13	105	10.1	256	61.6	28.0	2300	5.50	M6 M	1.28	4.85	13.9	6.29	0.36	1.36	5.50	2.49	43.3	19.7
	SBS 100F	6	12	100	100	15.6	395	4.25	108	11.3	287	71.9	32.6	2210	5.60	M6 M	1.34	5.09	14.6	6.60	0.38	1.43	5.77	2.62	49.7	22.5
	SBS 112F	6	12	112	112	22.1	561	4.92	125	8.98	228	90.4	41.0	2500	5.00	M6 M	1.71	6.48	18.5	8.41	0.48	1.82	7.35	3.34	56.8	25.8
	SBS 145F	6	12	145	145	17.8	452	6.77	172	9.37	238	105	47.6	4100	3.00	M6 M	2.25	8.51	24.3	11.0	0.63	2.39	9.66	4.38	72.4	32.8
	SBS 165F	6	12	165	165	17.8	452	6.77	172	10.8	274	116	52.8	3700	2.30	M6 M	2.45	9.27	26.5	12.0	0.64	2.42	9.72	4.41	82.7	37.5
	SBS 170F	6	12	170	170	22.1	561	4.92	125	11.1	283	116	52.5	3500	3.50	M6 M	2.09	7.92	22.7	10.3	0.59	2.23	8.99	4.08	82.0	37.2
	SBS 190F	6	12	190	190	22.1	561	4.92	125	12.4	316	132	60.0	3990	3.20	M6 M	2.34	8.86	25.3	11.5	0.66	2.49	10.1	4.56	95.8	43.4

*Resistance values are for reference only and not intended to represent an Ohmic value or base line measurement



SBS 8- 60
SBS J 13-70

SBS 110-390

SBSB8- C11
SBS 145
Top Terminal

SBS B8F-190F
Front Terminal

AM-SBS-PS AA January 2019

BATTERY INFORMATION

INSTALL STATUS	BATTERY MODEL	TOTAL # OF BATTERY UNITS INSTALLED (EA)	TOTAL ELECTROLYTE VOLUME (GALLONS) PER UNIT	TOTAL ELECTROLYTE WEIGHT (LBS) PER UNIT	TOTAL SULFURIC ACID VOLUME (GALLONS) PER UNIT	TOTAL SULFURIC ACID WEIGHT (LBS) PER UNIT	% SULFURIC ACID BY VOLUME =	TOTAL SULFURIC ACID VOLUME/UNIT / TOTAL ELECTROLYTE VOLUME/UNIT	TOTAL SULFURIC ACID BY VOLUME (GALLONS) =	TOTAL # OF UNITS x TOTAL SULFURIC ACID VOLUME/UNIT	% SULFURIC ACID BY WEIGHT =	TOTAL SULFURIC ACID WEIGHT/UNIT / TOTAL ELECTROLYTE WEIGHT/UNIT	TOTAL SULFURIC ACID BY WEIGHT (LBS) =	TOTAL # OF UNITS x TOTAL SULFURIC ACID WEIGHT/UNIT	TOTAL ELECTROLYTE BY VOLUME (GALLONS) =	TOTAL # OF UNITS x TOTAL ELECTROLYTE VOLUME/UNIT	TOTAL ELECTROLYTE BY WEIGHT (LBS) =	TOTAL # OF UNITS x TOTAL ELECTROLYTE WEIGHT/UNIT
PROPOSED	ENERSYS POWER SAFE SBS 190F	8	2.34	25.3	0.66	10.1	28.21%		5.28		39.92%		80.80		18.72		202.40	
TOTAL	N/A	8	2.34	25.3	0.66	10.1	N/A		5.28		N/A		80.80		18.72		202.40	

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A

P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

PARCEL ID:
13:024:0084/13:024:0086

THE INFORMATION CONTAINED IN THE SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS.

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CHECKED BY: KM

REV	DATE	BY	DESCRIPTION
A	10/7/25	SLM	90% CD

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION

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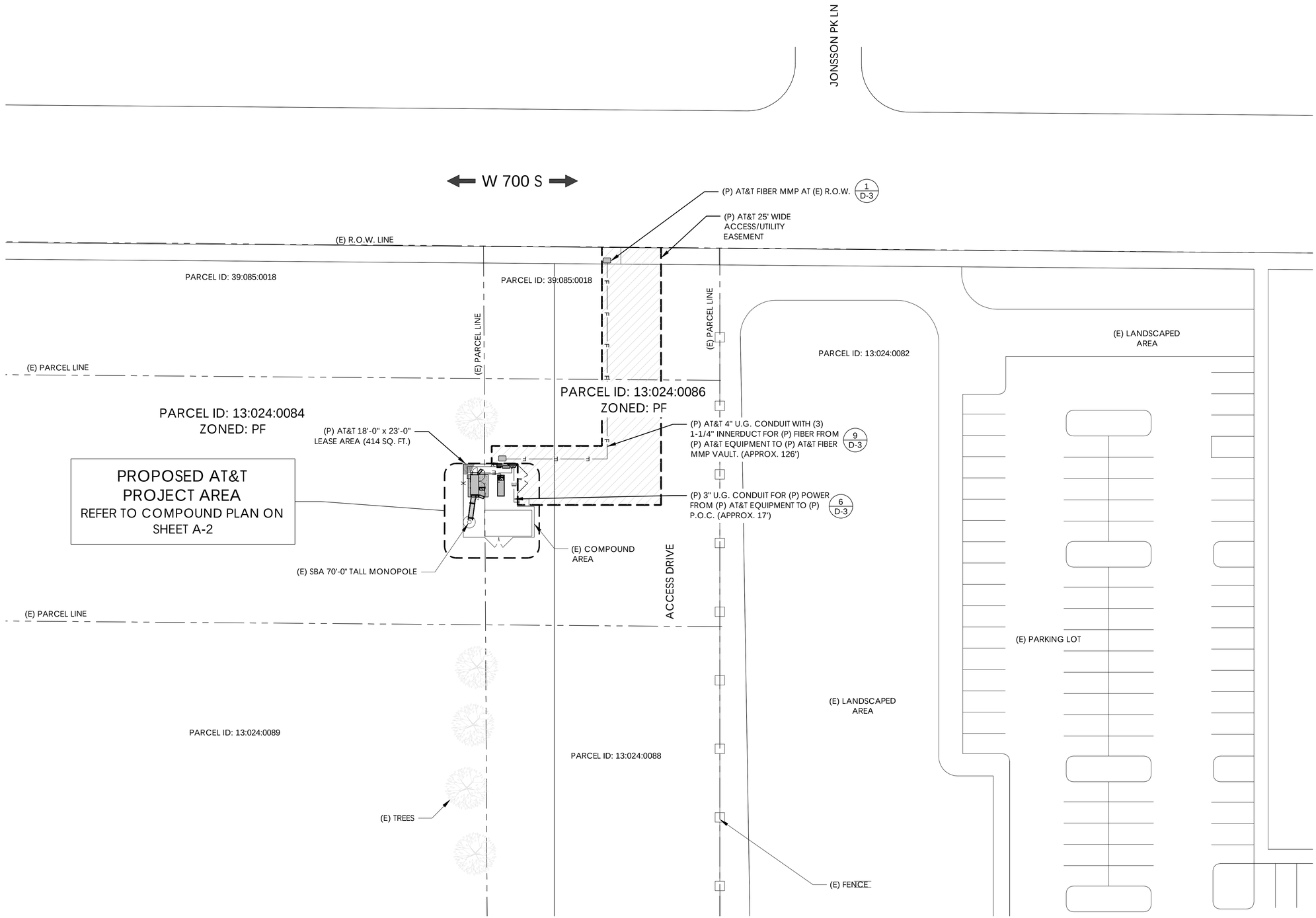
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Sheet Title:
MATERIAL SAFETY DATA SHEET & LEAD ACID BATTERY -2

Sheet Number:
GN-5

NOTE:
THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, AND SETBACKS SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. PM&A DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS AND SETBACKS.



SITE PLAN

24"x36" SCALE: 1" = 20'-0"

20' 10' 0" 20'

NORTH

1

PREPARED FOR

AT&T

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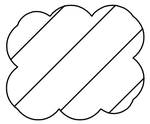
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Sheet Title:
SITE PLAN

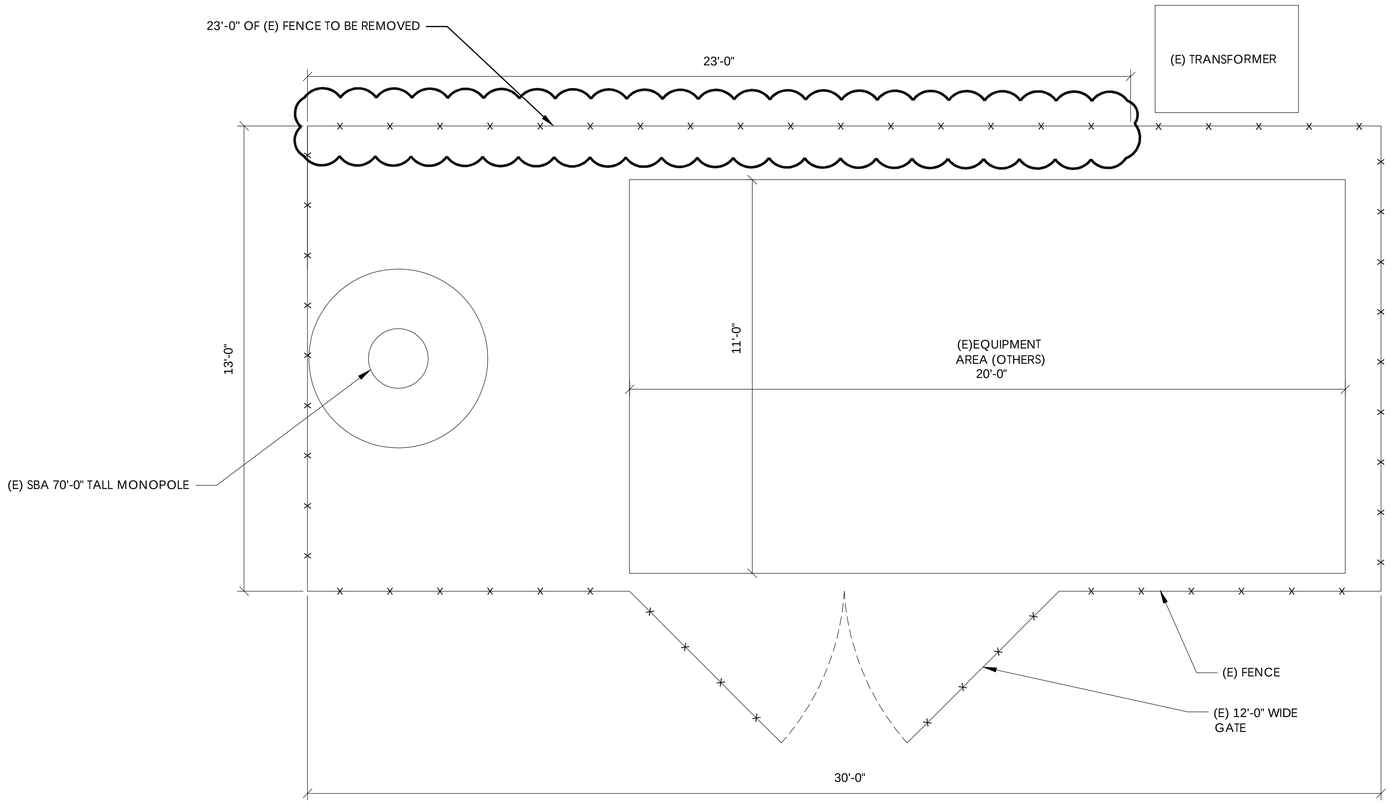
Sheet Number:
A-1

NOTES:
1. PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES.

NOTE:



TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER.



ACCESS DRIVE

DEMO PLAN

24"x36" SCALE: 1/2" = 1'-0"

2' 1' 0" 2'

NORTH

1

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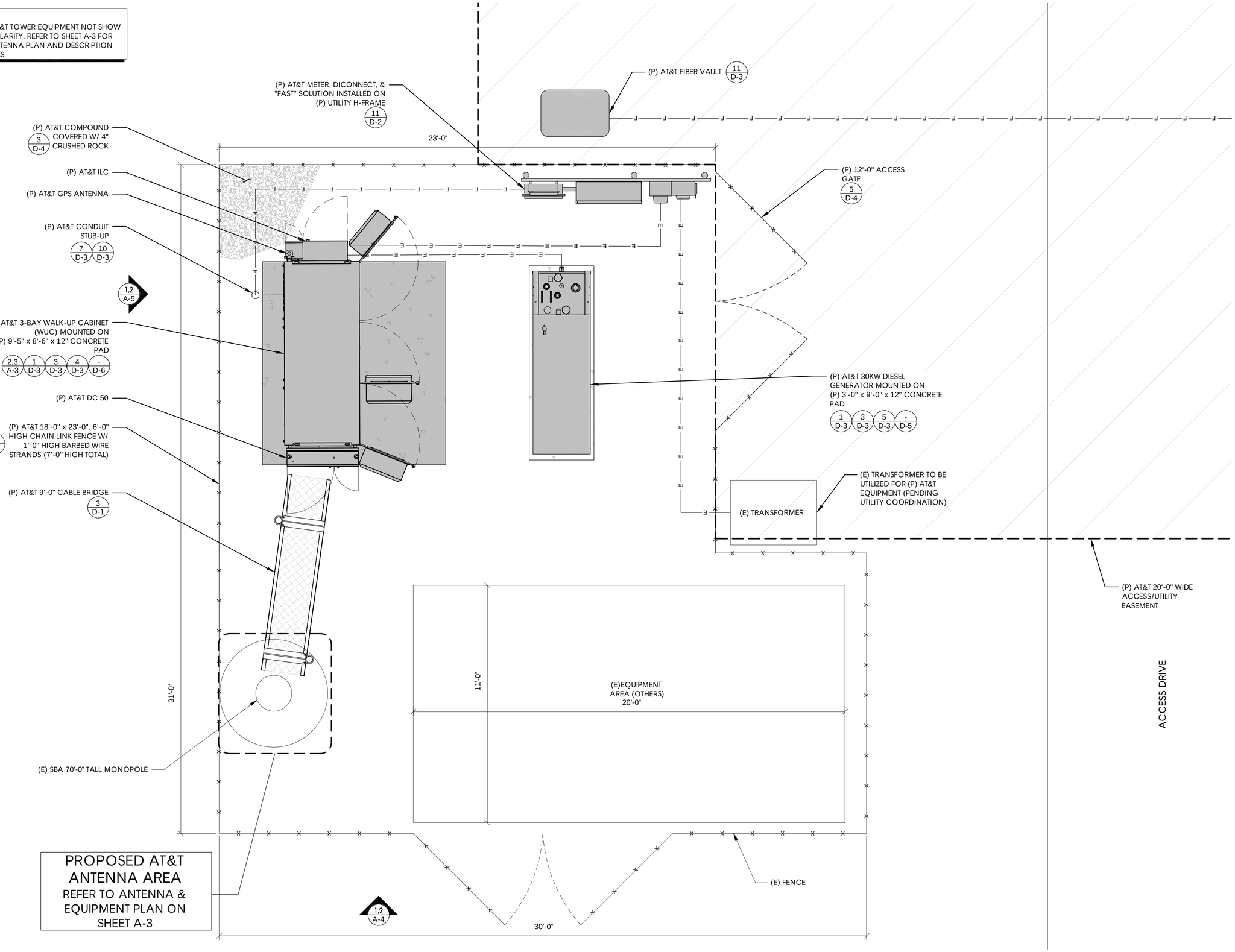
Sheet Title:

DEMO PLAN

Sheet Number:

A-1.1

NOTE:
1. (P) AT&T TOWER EQUIPMENT NOT SHOW FOR CLARITY. REFER TO SHEET A-3 FOR (P) ANTENNA PLAN AND DESCRIPTION DETAILS.



COMPOUND PLAN

24"x36" SCALE: 3/16" = 1'-0" 4' 2' 0" 4' NORTH 1

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REV	DATE	BY	DESCRIPTION
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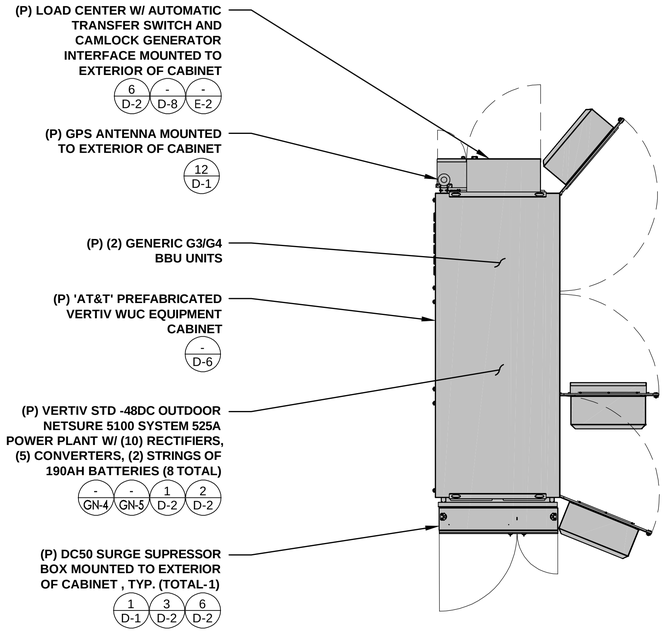
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Sheet Title:
ENLARGED SITE PLAN & COMPOUND PLAN

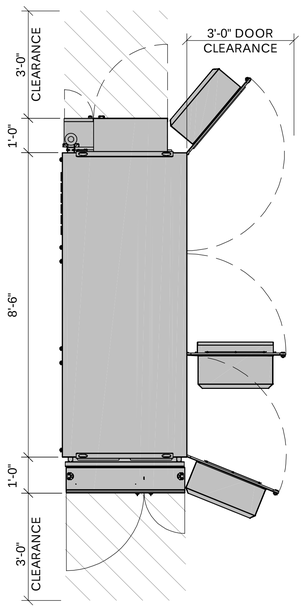
Sheet Number:
A-2



EQUIPMENT PLAN (WALK-UP CABINET - WUC)

24"x36" SCALE: 1/2" = 1'-0" 2' 1' 0" 2'

2



DIMENSION PLAN (WALK-UP CABINET - WUC)

24"x36" SCALE: 1/2" = 1'-0" 2' 1' 0" 2'

3

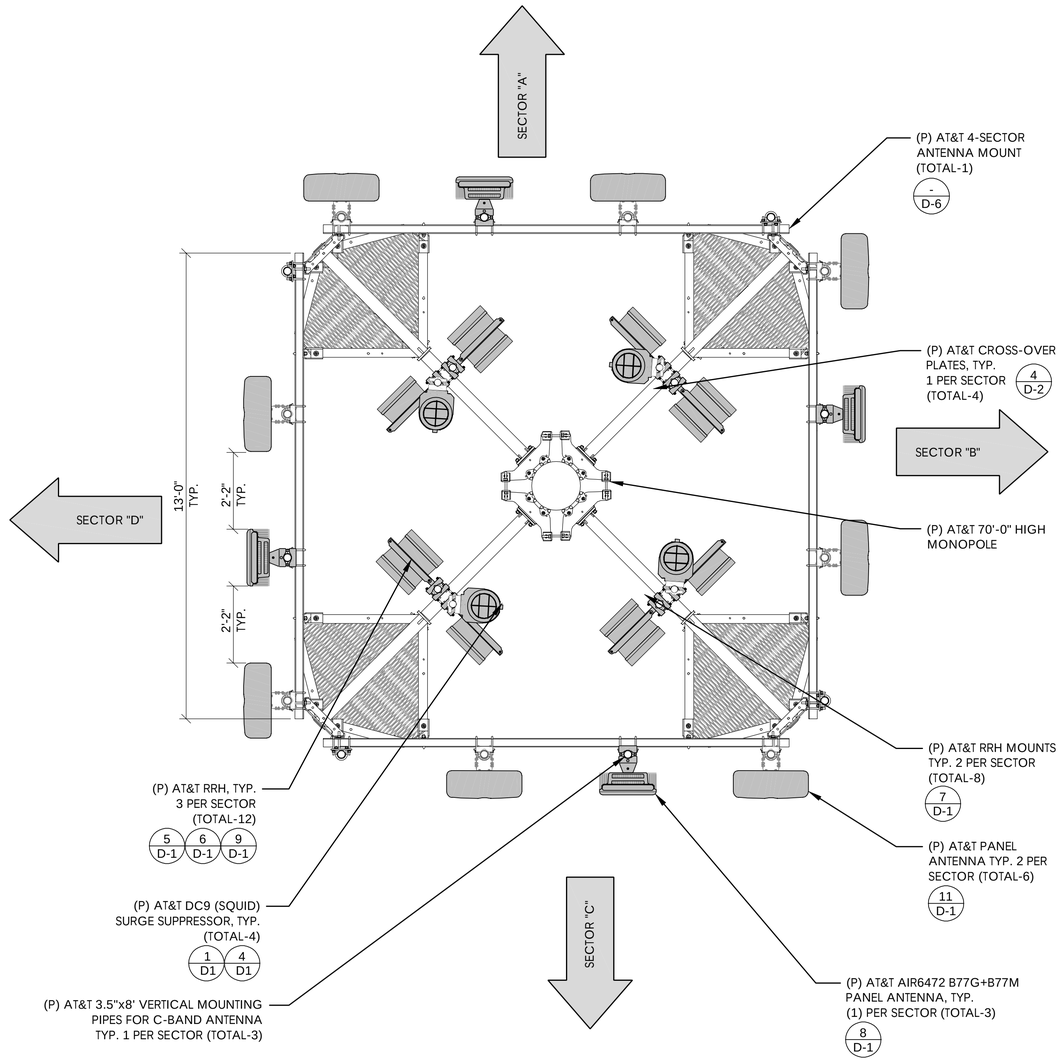
TOWER DIA. AT FRAME ATTACHMENT:	
HEIGHT	APPROXIMATE DIAMETER
86'	~16"

STRUCTURAL ANALYSIS NOTE:

1. ALL RELEVANT STRUCTURAL ANALYSIS IS UNDER A SEPARATE PERMIT BY OTHERS.

NOTE:

1. ALL (P) CABLING AND EQUIPMENT MUST BE INSTALLED AND USED IN ACCORDANCE WITH THE PRODUCT'S INCLUDED INSTRUCTIONS, LISTING AND/OR LABELING REQUIREMENTS. PER NEC SECTION 110.3(B).
2. ALL (P) CABLING CONFORMS WITH, AND IS TO BE INSTALLED PER NEC 356.10 & 356.12.
3. RRH'S TO BE MOUNTED AS CLOSE TO TOWER AS POSSIBLE.
4. UTILIZE MANUFACTURER SUPPLIED HARDWARE WHERE AVAILABLE. WHERE MANUFACTURER HARDWARE IS NOT SUPPLIED CONTRACTOR IS TO UTILIZE GRADE 8 HARDWARE ONLY.



ANTENNA PLAN

24"x36" SCALE: 1/2" = 1'-0" 2' 1' 0" 2'

NORTH

1

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A

P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

PARCEL ID:
13:024:0084/13:024:0086

THE INFORMATION CONTAINED IN THE SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS.

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

DRAWN BY: SLM

CHECKED BY: KM

REV	DATE	BY	DESCRIPTION
A	10/7/25	SLM	90% CD

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION

Licensor:

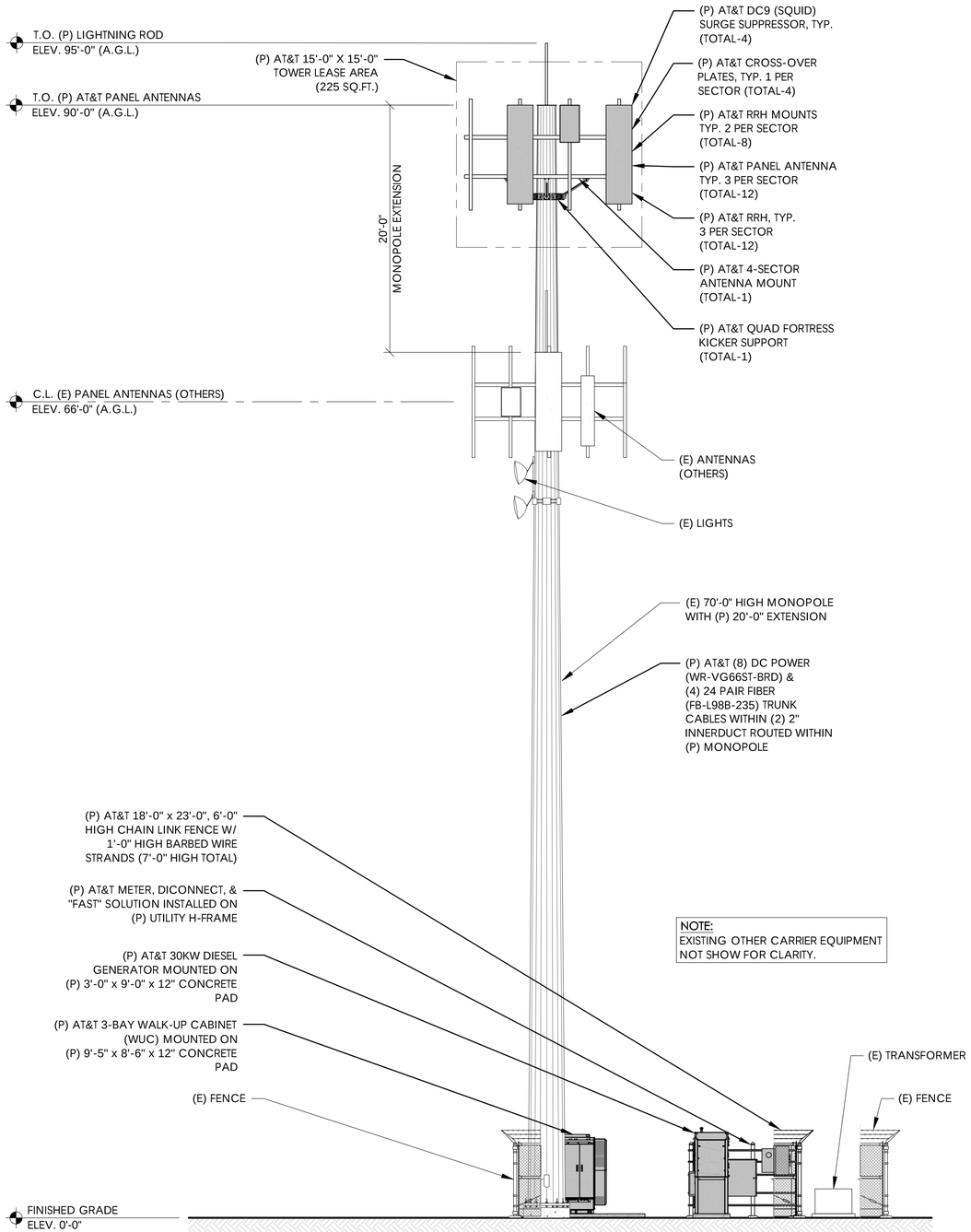
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Sheet Title:
ANTENNA & EQUIPMENT PLAN

Sheet Number:
A-3

STRUCTURAL ANALYSIS NOTE:
1. ALL RELEVANT STRUCTURAL ANALYSIS IS UNDER A SEPARATE PERMIT BY OTHERS.

NOTE:
1. AT&T RRH'S, TMA'S, AND SURGE SUPPRESSORS NOT DEPICTED IN THIS VIEW FOR CLARITY. FOR LOCATIONS OF THESE ITEMS, PLEASE REFER TO PREVIOUS PLANS VIEWS WITHIN THE DRAWING SET

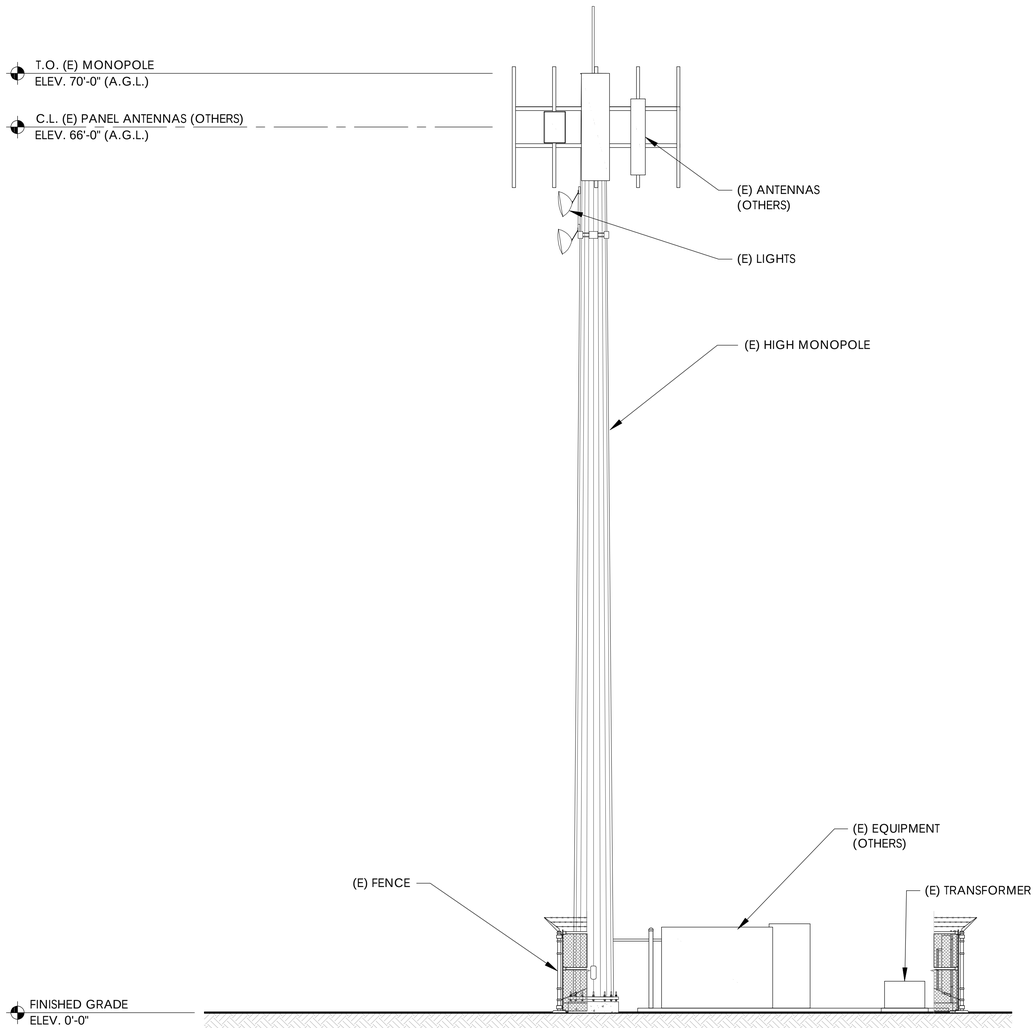


NOTE:
EXISTING OTHER CARRIER EQUIPMENT NOT SHOW FOR CLARITY.

(P) SOUTH ELEVATION

24"x36" SCALE: 3/16" = 1'-0" (4' 2' 0" 4')

2



(E) SOUTH ELEVATION

24"x36" SCALE: 3/16" = 1'-0" (4' 2' 0" 4')

1

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REV	DATE	BY	DESCRIPTION
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Licensor:

10/7/2025 11:11 AM

Sheet Title:

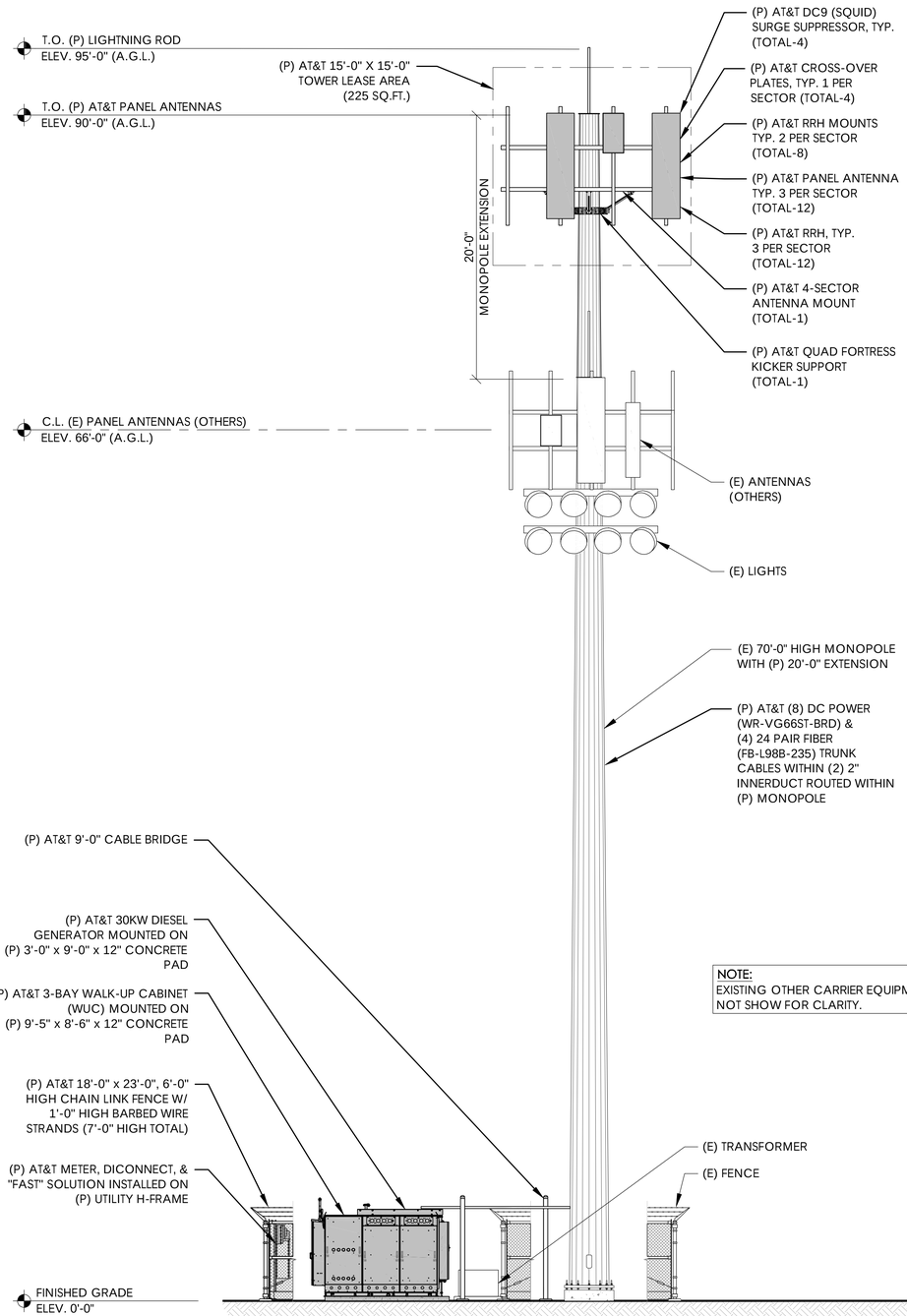
ELEVATIONS

Sheet Number:

A-4

STRUCTURAL ANALYSIS NOTE:
1. ALL RELEVANT STRUCTURAL ANALYSIS IS UNDER A SEPARATE PERMIT BY OTHERS.

NOTE:
1. AT&T RRH'S, TMA'S, AND SURGE SUPPRESSORS NOT DEPICTED IN THIS VIEW FOR CLARITY. FOR LOCATIONS OF THESE ITEMS, PLEASE REFER TO PREVIOUS PLANS VIEWS WITHIN THE DRAWING SET

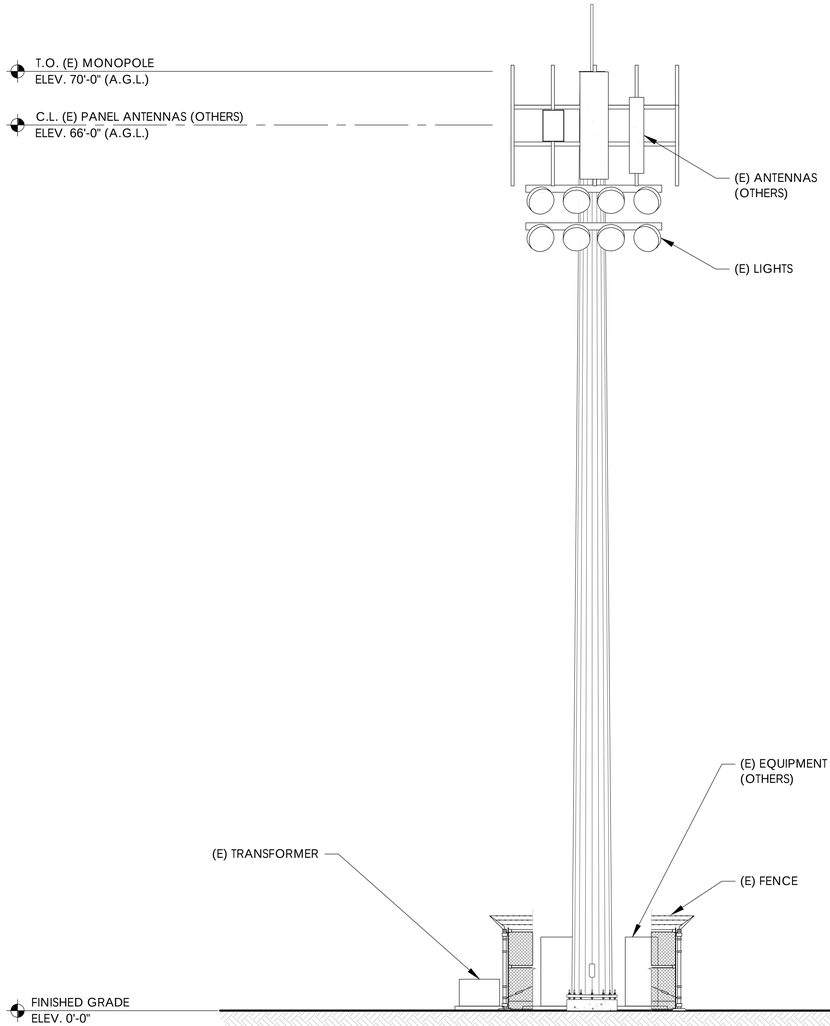


NOTE:
EXISTING OTHER CARRIER EQUIPMENT NOT SHOW FOR CLARITY.

(P) WEST ELEVATION

24"x36" SCALE: 3/16" = 1'-0" 4' 2' 0" 4'

2



(E) WEST ELEVATION

24"x36" SCALE: 3/16" = 1'-0" 4' 2' 0" 4'

1

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

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CHECKED BY: KM

REV	DATE	BY	DESCRIPTION
A	10/7/25	SLM	90% CD

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Licensor:

10/7/2025 11:11 AM

Sheet Title:

ELEVATIONS

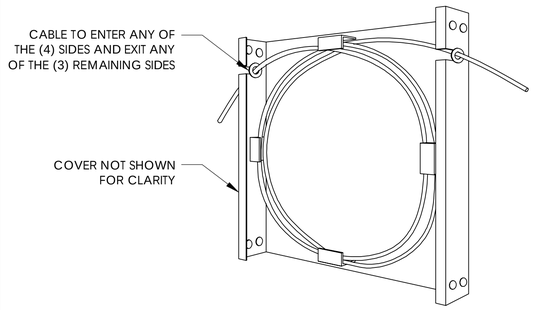
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A-5

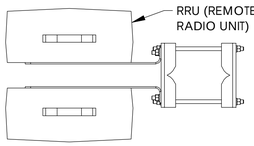
NOTE:
1. USE MANUFACTURER SUPPLIED MOUNTING HARDWARE.

EQUIPMENT SPECIFICATIONS

MFG: ROSENBERGER
MODEL: FB-19-ABOX 4
HEIGHT: 17.0 IN
WIDTH: 17.0 IN
DEPTH: 6.5 IN



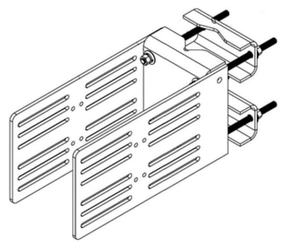
10 CABLE SLACK BOX (INSTALLED AS NECESSARY)
N.T.S.



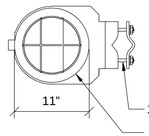
SPECIFICATIONS

MFG: ROSENBERGER
MODEL: D205RRU

REFERENCE MANUFACTURER SPECS FOR INSTALLATION

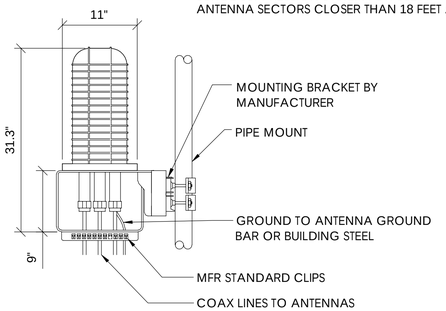


7 RRU MOUNTING BRACKET (BACK TO BACK)
N.T.S.

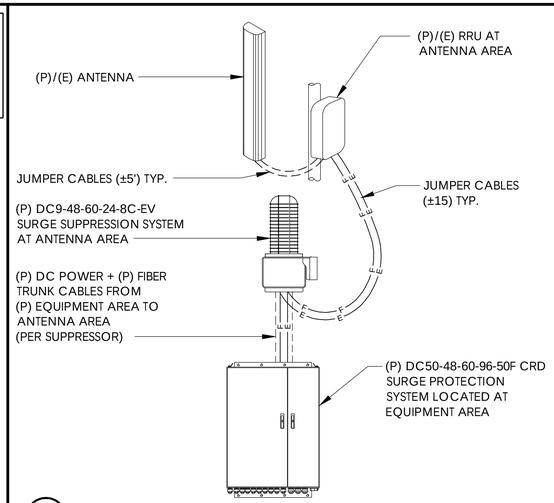


RAYCAP DC9-48-60-24-8C-EV
SURGE SUPPRESSION SOLUTION

COLOR: BLACK/SILVER
DIMENSIONS: 11" DIA X 31.3" TALL W/ 9" BASE
WEIGHT: 26.2 LBS.
(INCLUDING MOUNTING HARDWARE)



4 DC9-48-60-24-8C-EV SURGE SUPPRESSOR
N.T.S.



1 NEW POWER / FIBER WIRING SCHEMATIC
N.T.S.

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

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REV	DATE	BY	DESCRIPTION
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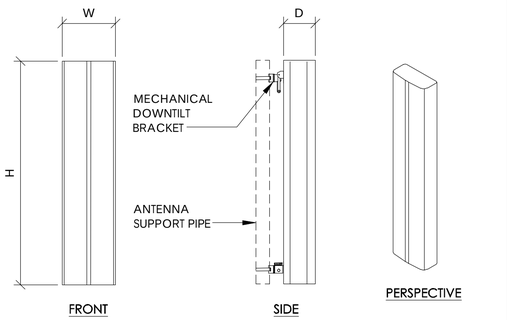
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DETAILS

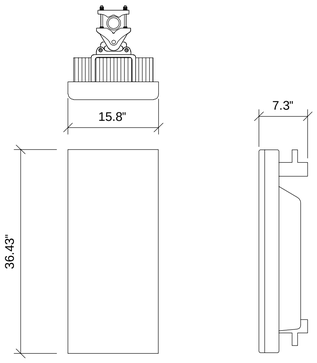
Sheet Number:
D-1

SPECIFICATIONS:
MFG / MODEL / PORT: COMMSCOPE / NNH4-65C-R6-HG / 12 PORT
DIMENSIONS: 95.9" H X 25.2" W X 9.25" D
WEIGHT: 144.4 LBS (W/O MOUNTING KIT)

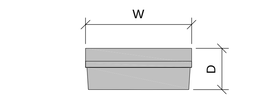


11 ANTENNA SPECIFICATION
N.T.S.

SPECIFICATIONS:
MFG / MODEL / PORT: ERICSSON / AIR 6472 B77G/B77M
DIMENSIONS: 36.43" H X 15.8" W X 7.3" D
WEIGHT: 67.2 LBS (W/OUT MOUNTING KIT)



8 ANTENNA SPECIFICATION
N.T.S.

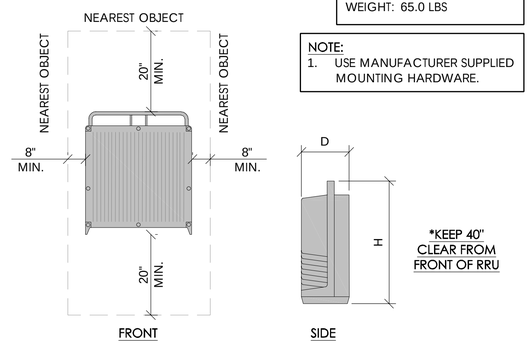


SPECIFICATIONS

MFG: ERICSSON
MODEL: 4490 B5/B12A
HEIGHT: 17.5 IN
WIDTH: 15.1 IN
DEPTH: 6.8 IN

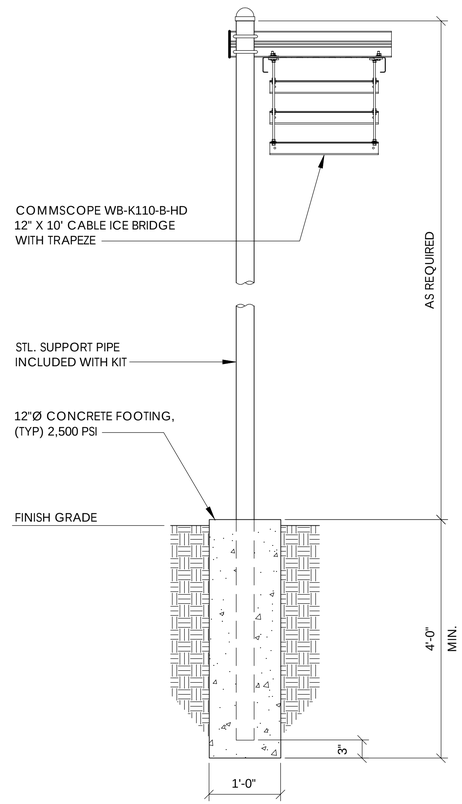
WEIGHT: 65.0 LBS

NOTE:
1. USE MANUFACTURER SUPPLIED MOUNTING HARDWARE.

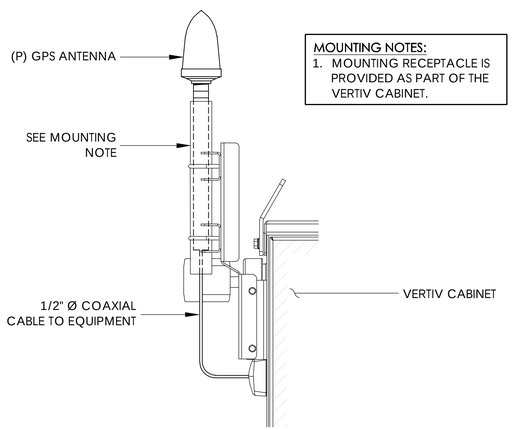


5 ERICSSON RRUS 4490 B5/B12A SPECIFICATIONS
N.T.S.

MOUNTING NOTES:
ICE BRIDGE KITS TO BE ASSEMBLED IN ACCORD WITH THE MANUFACTURER'S GUIDELINES AND REQUIREMENTS.

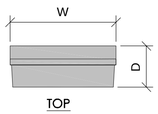


3 CABLE BRIDGE DETAIL
N.T.S.



MOUNTING NOTES:
1. MOUNTING RECEPTACLE IS PROVIDED AS PART OF THE VERTIV CABINET.

12 GPS MOUNTING DETAIL FOR VERTIV CABINET
N.T.S.

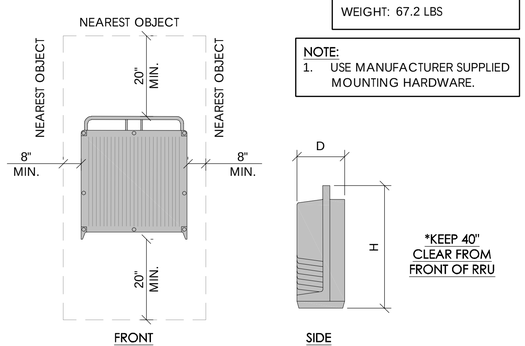


SPECIFICATIONS

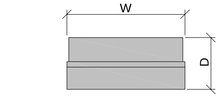
MFG: ERICSSON
MODEL: 4890 B25/B66
HEIGHT: 17.5 IN
WIDTH: 15.1 IN
DEPTH: 6.9 IN

WEIGHT: 67.2 LBS

NOTE:
1. USE MANUFACTURER SUPPLIED MOUNTING HARDWARE.



9 ERICSSON RRUS 4890 B25/B66 SPECIFICATIONS
N.T.S.

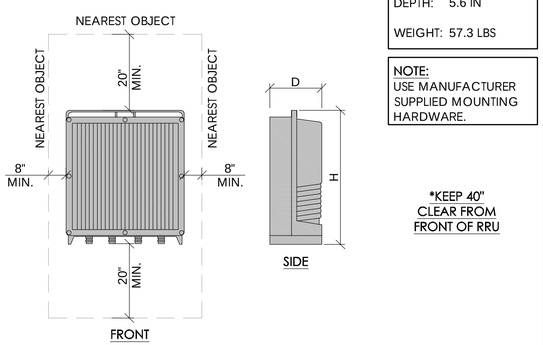


SPECIFICATIONS

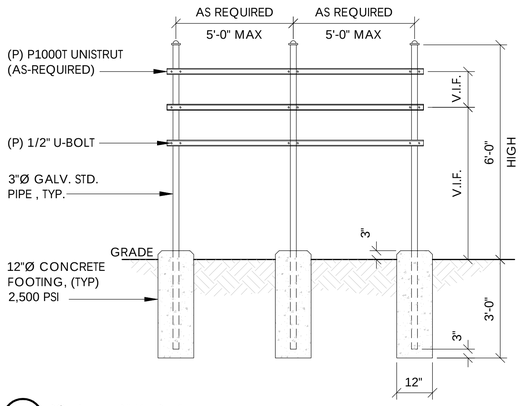
MFG: ERICSSON
MODEL: 4494 B14/B29
HEIGHT: 17.5 IN
WIDTH: 15.1 IN
DEPTH: 5.6 IN

WEIGHT: 57.3 LBS

NOTE:
USE MANUFACTURER SUPPLIED MOUNTING HARDWARE.

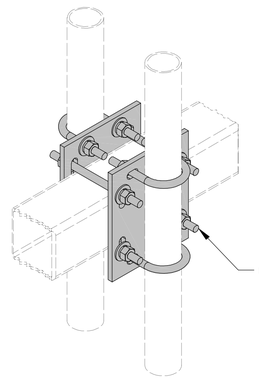


6 RRUS 4494 B14 / B29 SPECIFICATIONS
N.T.S.



10 DOUBLE H-FRAME DETAIL
N.T.S.

7 NOT USED
N.T.S.



SPECIFICATIONS

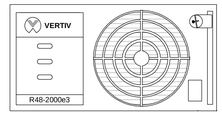
MFG: SITEPRO1
MODEL: BBPM-K1

(OR APPROVED EQUIVALENT)

4 BACK TO BACK PIPE MOUNT KIT
N.T.S.

NOTE:
1. USE MANUFACTURER SUPPLIED MOUNTING HARDWARE.

HIGH EFFICIENCY, -48 VDC,
40 A/2000 W, 208/240 VAC SINGLE-PHASE
INPUT (DERATES AT 120 VAC)

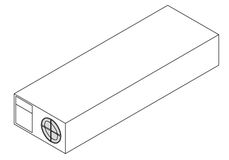


FRONT VIEW

EQUIPMENT SPECIFICATIONS

MFG: VERTIV
MODEL: R48-2000E3
HEIGHT: 1.61 IN
WIDTH: 3.33 IN
DEPTH: 9.94 IN

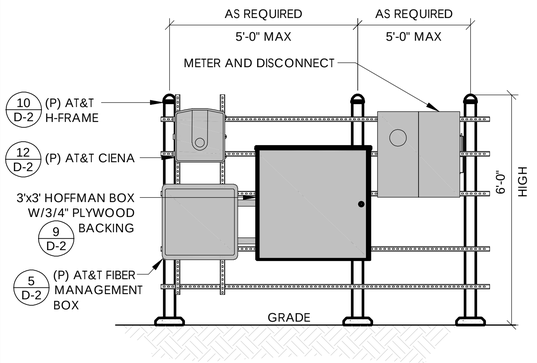
WEIGHT: 2.49 LBS



ISOMETRIC VIEW

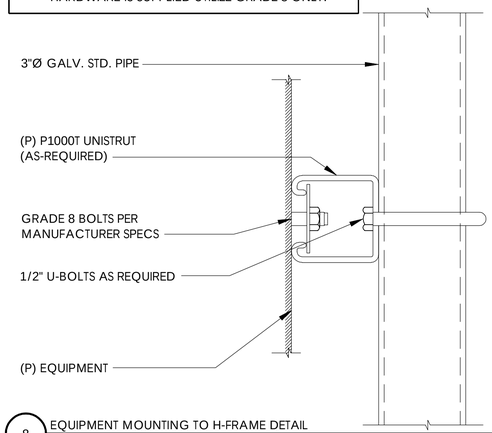
1 RECTIFIER MODULE
N.T.S.

NOTE:
FLEX BOX TO INCLUDE XV-NDR-240-48
(ORDERED SEPARATELY) & INSTALLED IN BOX



11 H-FRAME FAST SOLUTION W\ METER DETAIL
N.T.S.

NOTE:
1. USE MANUFACTURER SUPPLIED MOUNTING HARDWARE WHEN AVAILABLE, HOWEVER, IF NO HARDWARE IS SUPPLIED UTILIZE GRADE 8 ONLY.

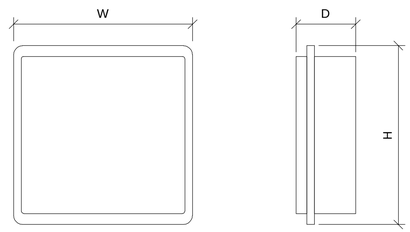


8 EQUIPMENT MOUNTING TO H-FRAME DETAIL
N.T.S.

NOTE:
1. XV-NDR-240-48 TO BE INSTALLED INSIDE THE FIBER DISTRIBUTION ENCLOSURE (ORDERED SEPARATELY)
2. USE MANUFACTURER SUPPLIED MOUNTING HARDWARE.

EQUIPMENT SPECIFICATIONS

MFG: ROSENBERGER
MODEL: F-2132-FIBER54
HEIGHT 24.0 IN
DEPTH: 8.0 IN
WIDTH: 24.0 IN



PLAN VIEW

SIDE VIEW

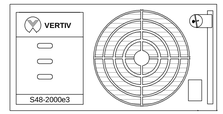
5 F-2132 FIBER DISTRIBUTION BOX
N.T.S.

NOTE:
1. USE MANUFACTURER SUPPLIED MOUNTING HARDWARE.

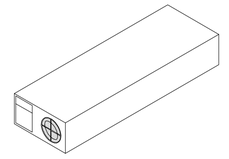
EQUIPMENT SPECIFICATIONS

MFG: VERTIV
MODEL: S48-2000e3
HEIGHT: 1.61 IN
WIDTH: 3.33 IN
DEPTH: 9.94 IN

WEIGHT: 2.49 LBS

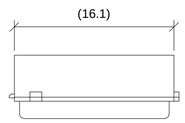


FRONT VIEW



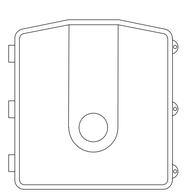
ISOMETRIC VIEW

2 CONVERTER MODULE
N.T.S.

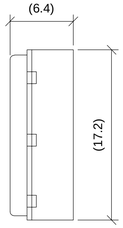


PLAN VIEW

NOTE:
1. BOX TO INCLUDE AT&T 3931 CIENA INSTALL KIT.
2. USE MANUFACTURER SUPPLIED MOUNTING HARDWARE.



FRONT VIEW



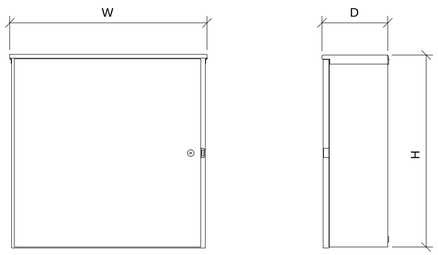
SIDE VIEW

12 CIENA DETAIL FOR "FAST" SOLUTION
N.T.S.

NOTE:
1. DEFER TO THE MANUFACTURER FOR ALL RELEVANT ATTACHMENT AS REQUIRED.

EQUIPMENT SPECIFICATIONS

MFG: NVENT/HOFFMAN
TYPE: T3-BOX TELEPHONE CABINET, TYPE 3R
HEIGHT 36.0 IN
DEPTH: 12.0 IN
WIDTH: 36.0 IN

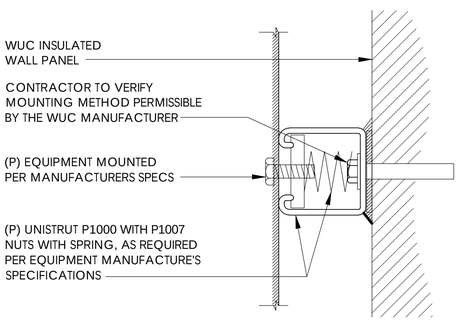


PLAN VIEW

SIDE VIEW

9 36x36x12 HOFFMAN BOX DETAIL
N.T.S.

NOTE:
1. USE MANUFACTURER SUPPLIED MOUNTING HARDWARE WHEN AVAILABLE, HOWEVER, IF NO HARDWARE IS SUPPLIED UTILIZE GRADE 8 ONLY.

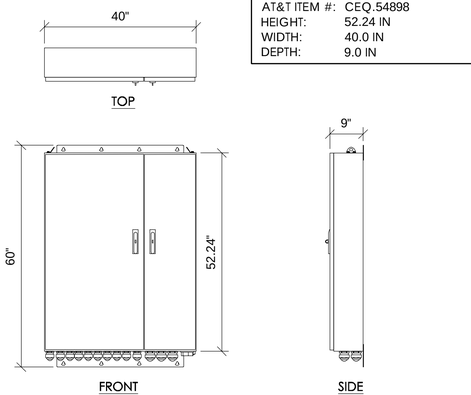


6 EQUIPMENT MOUNTING DETAIL
N.T.S.

NOTE:
1. DEFER TO THE MANUFACTURER FOR ALL RELEVANT ATTACHMENT AS REQUIRED.

EQUIPMENT SPECIFICATIONS

MFG: RAYCAP
MODEL: DC50-48-60-96-50F CRD
AT&T ITEM #: CEQ.54898
HEIGHT: 52.24 IN
WIDTH: 40.0 IN
DEPTH: 9.0 IN



3 DC50-48-60-96-50F CRD DETAIL
N.T.S.

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A

P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

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REV	DATE	BY	DESCRIPTION
A	10/7/25	SLM	90% CD

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Licensor:

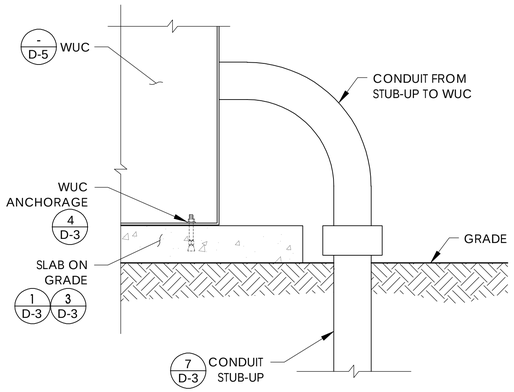
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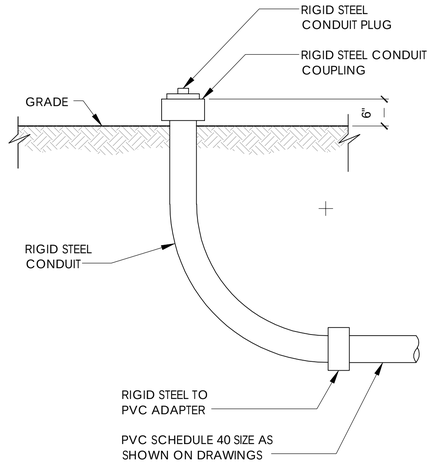
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D-2

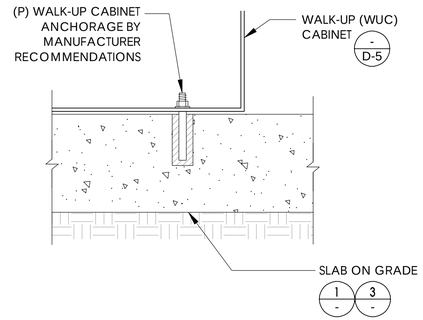


10 CONDUIT STUB-UP CONNECTION TO WUC DETAIL
N.T.S.

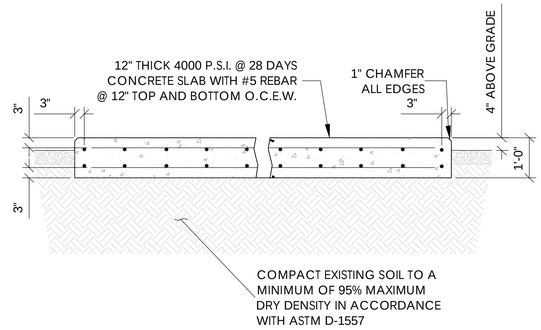


7 CONDUIT STUB-UP DETAIL
N.T.S.

STRUCTURAL ANALYSIS NOTE:
ANCHOR BOLT STRUCTURAL ANALYSIS
IS UNDER A SEPERATE PERMIT



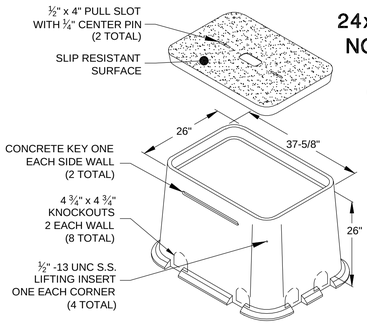
4 WALK-UP CABINET ANCHORAGE DETAIL
N.T.S.



1 CONCRETE FOUNDATION SECTION
N.T.S.

24x36 HANDHOLE NON-CONCRETE

24"x36"x26"
(INSIDE DIMENSIONS)



POLYMER CONCRETE FRAME AND NON-SKID COVER FOR STRENGTH. "FRP" FIBERGLASS REINFORCED BODY FOR LIGHT WEIGHT. FLARED AT BASE TO PROVIDE ADDITIONAL WORK SPACE.

NOMINAL DIMENSIONS	DESCRIPTION	APPROX. WT. LBS.
24"X36"	BOX AND COVER ASSEMBLY	300

DESIGN LOAD: STATIC DESIGN LOAD OF 8000 LBS. OVER A 10" x 10" AREA.

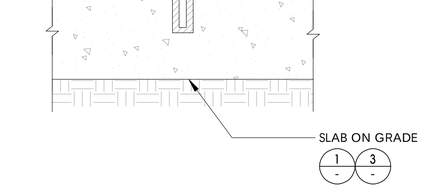
FOR COMPLETE DESIGN AND PRODUCT INFORMATION CONTACT JENSEN PRECAST.

JENSEN PRECAST

11 24"x36" HAND HOLE DETAIL
N.T.S.

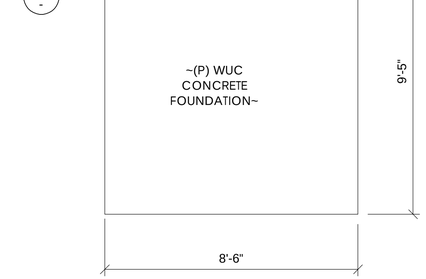
8 NOT USED
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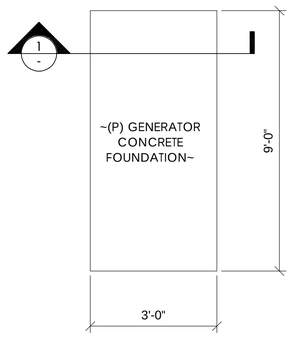
STRUCTURAL ANALYSIS NOTE:
ANCHOR BOLT STRUCTURAL ANALYSIS
IS UNDER A SEPERATE PERMIT



5 GENERATOR ANCHORAGE DETAIL
N.T.S.

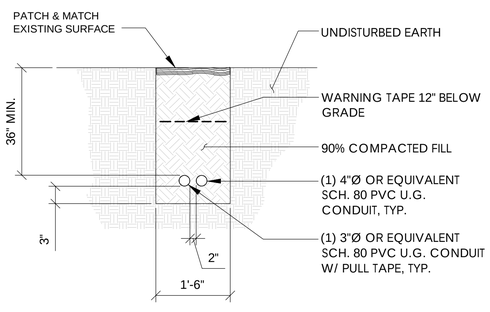
FOUNDATION NOTES:
1. CONTRACTOR SHALL VERIFY EXTENTS OF CONCRETE AND COORDINATE WITH EQUIPMENT WUC, GENERATOR OR BATTERY CABINET DRAWINGS. (BY OTHERS)
2. FASTEN EQUIPMENT WUC, GENERATOR OR BATTERY CABINET TO CONCRETE PADS ACCORDING TO EQUIPMENT WUC, GENERATOR OR BATTERY CABINET DRAWINGS. (BY OTHERS)
3. COORDINATE CONSTRUCTION OF WUC, GENERATOR OR BATTERY CABINET CONCRETE WITH FOOTING OF ADJACENT STRUCTURES. (IF APPLICABLE)





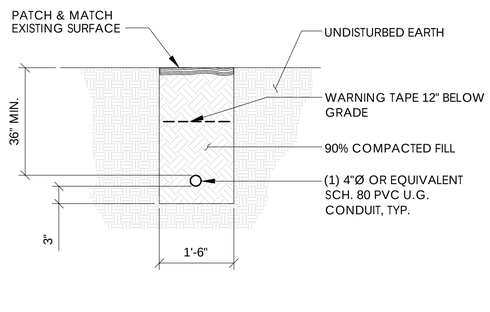
3 CONCRETE FOUNDATION PLAN
N.T.S.

NOTE:
1. VERIFY (E) CONDUIT LOCATION AND CONDITION. DO NOT DAMAGE (E) CONDUIT. (E) CONDUIT TO BE ENCASED IN CONCRETE IF UNDER (P) CONCRETE PAD FOOTING.
2. CONDUIT TO BE TRENCHED WHERE POSSIBLE. BORING, IF NEEDED, TO BE DETERMINED ON SITE.



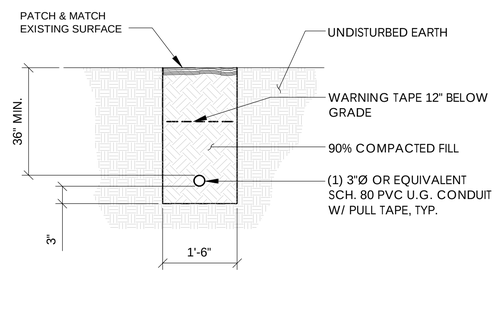
12 SIDE-BY-SIDE POWER AND TELCO TRENCH DETAIL
N.T.S.

NOTE:
1. VERIFY (E) CONDUIT LOCATION AND CONDITION. DO NOT DAMAGE (E) CONDUIT. (E) CONDUIT TO BE ENCASED IN CONCRETE IF UNDER (P) CONCRETE PAD FOOTING.



9 TELCO TRENCH DETAIL
N.T.S.

NOTE:
1. VERIFY (E) CONDUIT LOCATION AND CONDITION. DO NOT DAMAGE (E) CONDUIT. (E) CONDUIT TO BE ENCASED IN CONCRETE IF UNDER (P) CONCRETE PAD FOOTING.



6 POWER TRENCH DETAIL
N.T.S.

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A
P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
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ROSWELL, GA 30076
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PM&A ID: UTL94194

Issued For:

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SARATOGA ROAD AND PIONEER
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REV	DATE	BY	DESCRIPTION
A	10/7/25	SLM	90% CD

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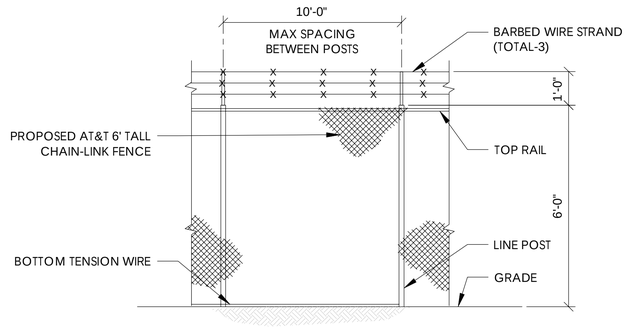
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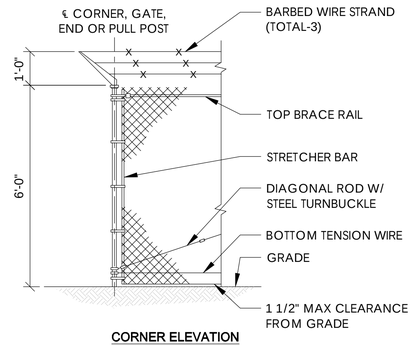
7 NOT USED
N.T.S.

NOTES:
1. INSTALL FENCING PER ASTM F-567.
2. INSTALL SWING GATES PER ASTM F-900.
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL) ALL GATE FRAMES SHALL BE WELDED, ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL)
5. ALL OPEN POSTS SHALL HAVE END CAPS.

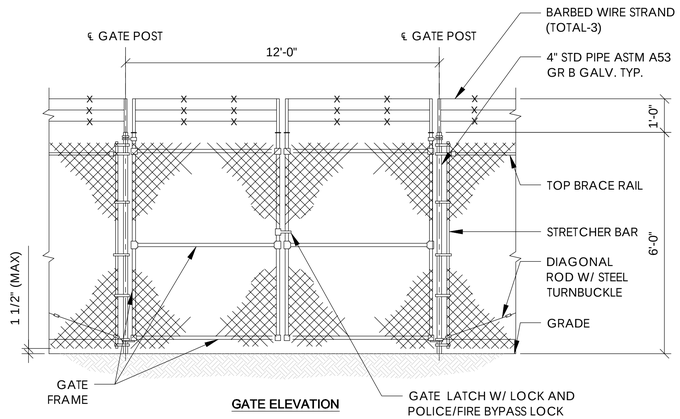
NOTES:
1. A SECURITY WIRE FENCE PERMIT SHALL BE OBTAINED PRIOR TO INSTALLATION. ANY EXISTING SECURITY WIRE FENCE TOPPING SHALL BE REMOVED OR PERMITTED THROUGH THE SECURITY WIRE FENCE PERMIT PROCESS.



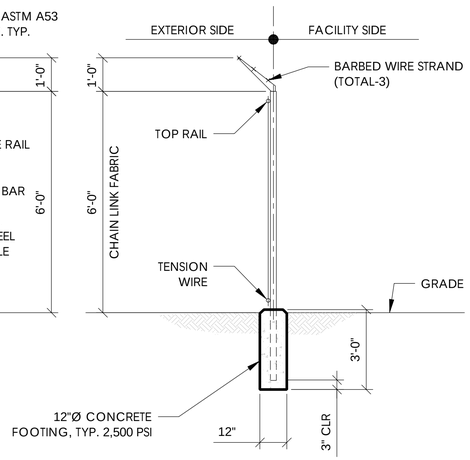
TYPICAL ELEVATION



CORNER ELEVATION



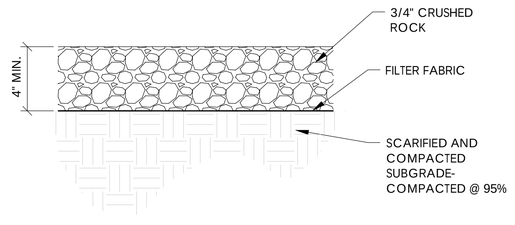
GATE ELEVATION



5 CHAIN-LINK FENCE & GATE
N.T.S.

11 NOT USED
N.T.S.

8 NOT USED
N.T.S.



6 COMPOUND SURFACE DETAIL
N.T.S.

3 NOT USED
N.T.S.

12 NOT USED
N.T.S.

9 NOT USED
N.T.S.

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A

P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

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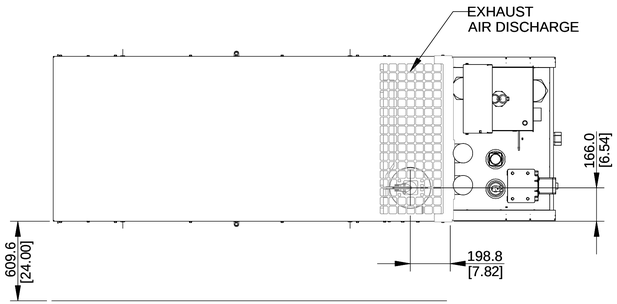
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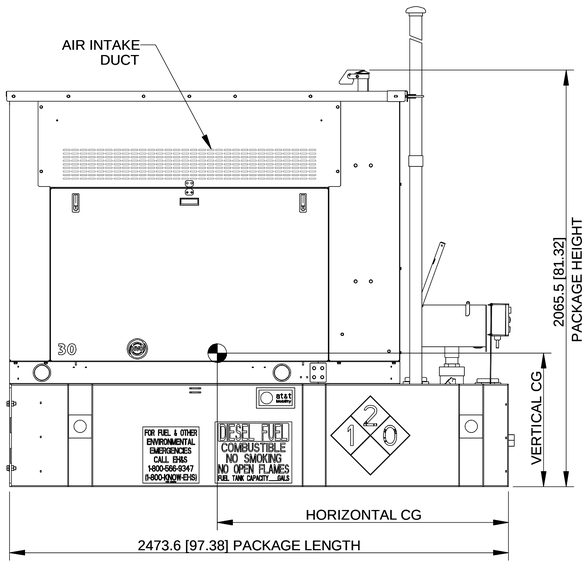
Sheet Number:
D-4

MODEL	ALTERNATOR	PACKAGE MAXIMUM WEIGHT (WET)	(HORIZONTAL CG) (WET)	(VERTICAL CG) (WET)	GENSET LENGTH
30	TAL042D	1080 KG [2380 LBS]	1444 [56.8]	662 [26.1]	1581 [62.3]

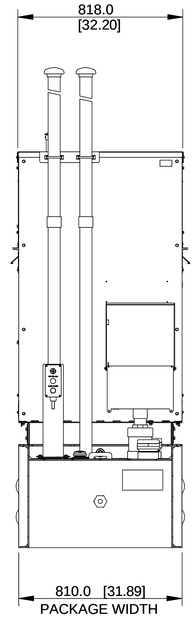


ADEQUATE AIRFLOW REQUIRES MINIMUM CLEARANCE FROM IMPERMEABLE BARRIERS

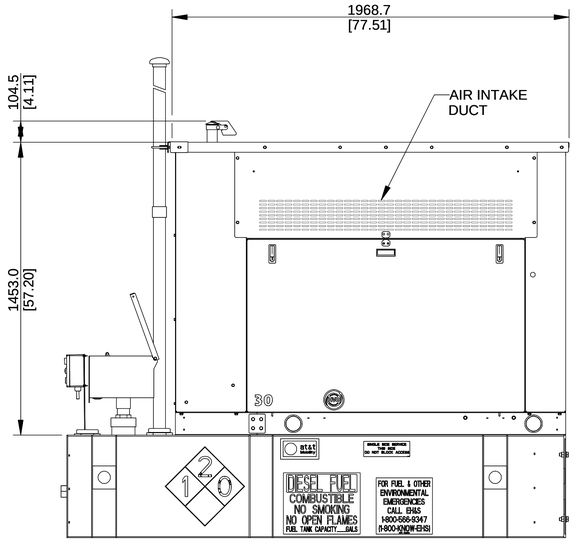
TOP VIEW



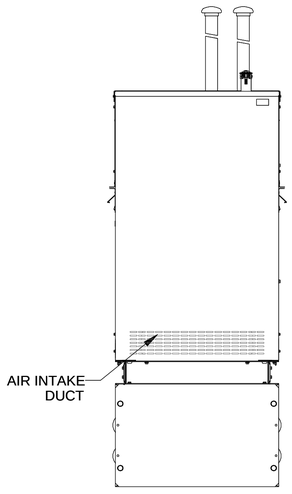
RIGHTSIDE VIEW



FRONT VIEW



LEFTSIDE VIEW



REAR VIEW

NOTE: TANK SHOWN IN THESE DRAWING VIEWS IS CONFIGURED FOR STATE WITH DUAL 12' ABOVE GRADE NORMAL VENTS, THESE ITEMS ARE NOT INCLUDED IN ALL STATE CONFIGURATIONS.

NOTE:
1.) DIMENSIONS IN [ ] ARE ENGLISH UNIT EQUIVALENTS.
2.) 6 AMP BATTERY CHARGER.
3.) 120VAC ENGINE BLOCK HEATER.
4.) 120VAC BATTERY HEATER.
5.) GENERATOR MUST BE GROUNDED.
6.) MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST.
7.) MUST ALLOW FREE FLOW OF INTAKE AIR.
8.) BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA.
9.) SEE TABLE ON SHEET 3 FOR SUBBASE FUEL TANK CAPACITY.
10.) TANK EQUIPPED WITH FIRE SAFETY VALVE ON FUEL SUPPLY LINE.
11.) IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS AND REGULATIONS.
12.) GENERATOR IS INSTALLED ON A UL-142 RATED DOUBLE WALL SUBBASE FUEL TANK.
13.) DRAWING SHOWS STATE TANK CONFIGURATION WITH DUAL 12' NORMAL VENTS STANDARD NORMAL VENT HEIGHT IS 2" - 5" ABOVE FUEL FULL HEIGHT.

AT&T KD30TC ENCLOSURE WITH STATE TANK

REV	DATE	ON COMPOSITE DWGS, SEE PART NO. FOR REVISION LEVEL □ INDICATES PART NUMBERS AFFECTED BY LATEST DRAWING REVISION	BY
-	11MAR2024	RELEASE FOR PRODUCTION	PBG
A	11NOV2024	(D-8) CLEARANCE NOTE UPDATED, (B-3)	
		1418.6 REMOVED.	JB2

DO NOT SCALE.
THIS ASSEMBLY OR PART MUST COMPLY WITH PEP-RML-001.
REFERENCE CAD MODEL FOR UNSPECIFIED DIMENSIONS.

rehlko

UNLESS OTHERWISE SPECIFIED:
ALL DIMENSIONS IN MILLIMETERS
GENERAL TOLERANCES:
X.XX ± 0.25
X.X ± 1.0
X ± 1.5
ANGLES ±0° 30'
BEND ANGLES ± 1°
SURFACE FINISH MAX.

MAJOR ◇= 0
CRITICAL ♣= 0
CHARACTERISTICS COMPLY WITH KPS-80022
THIRD ANGLE PROJECTION
SCALE: 0.04 SHEET SIZE: B SHEET: 1 OF 3

DRAWN: PBG DATE: 11MAR2024
APPROVED: SEE PLM SYSTEM

TITLE: **DIMENSION PRINT**
DWG NO.: **ADV-9915**

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PREPARED FOR

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7670 S. CHESTER ST.
CENTENNIAL, CO 80112

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CHECKED BY: KM

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FOR INFORMATION ONLY

10/7/2025 1:43 PM

Sheet Title:
GENERATOR DETAILS

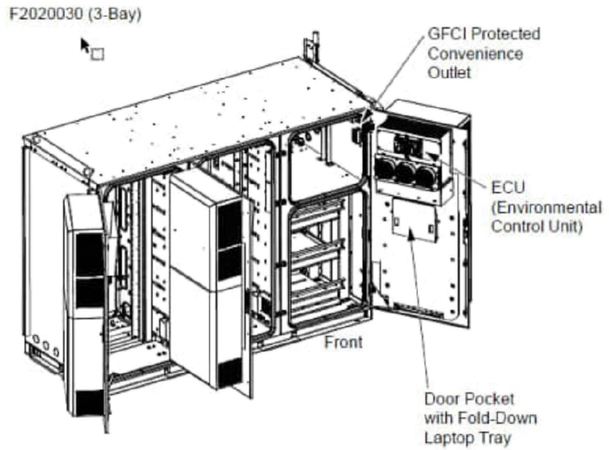
Sheet Number:
D-5

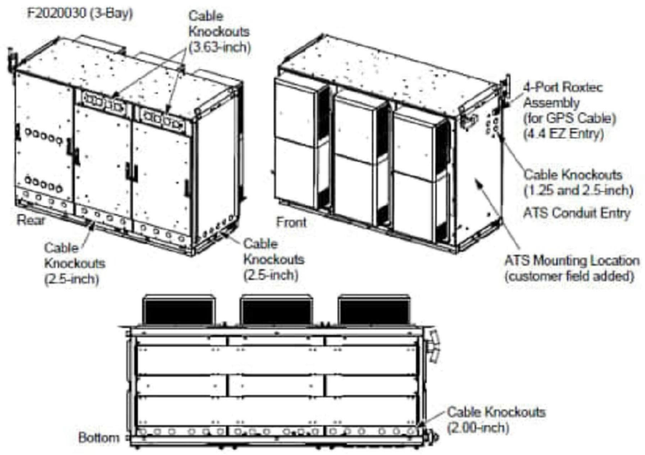
EQUIPMENT SPECIFICATIONS

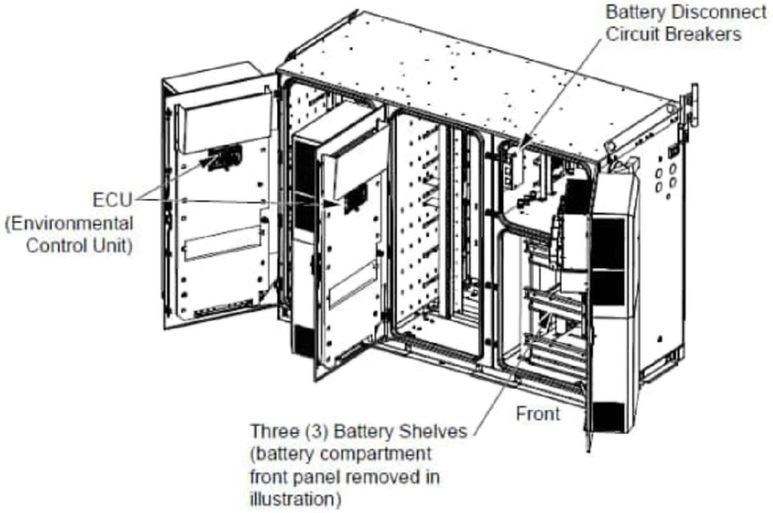
MFG: VERTIV
MODEL: NETSURE X 744
HEIGHT: 74.0"
WIDTH: 102.0"
DEPTH: 54.0"

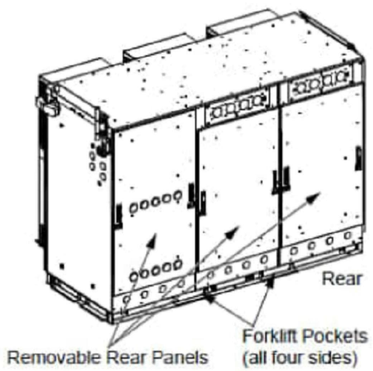
SHIPPING WEIGHT W/O EQUIPMENT/RACKS: 1,645 LBS
SHIPPING WEIGHT W/ EQUIPMENT/RACKS: 4,345 LBS

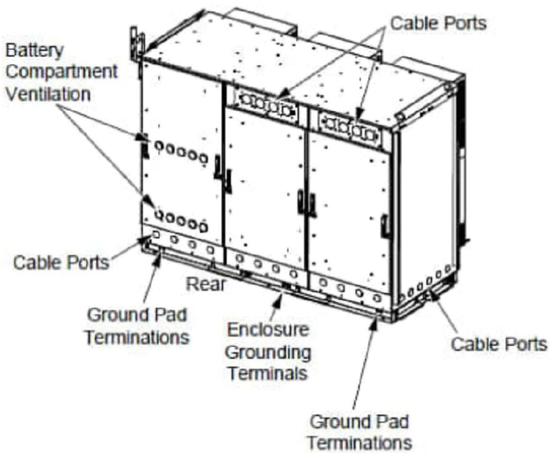
Three Bay WUC Vertiv NetSure X 744 Walk-Up Enclosure

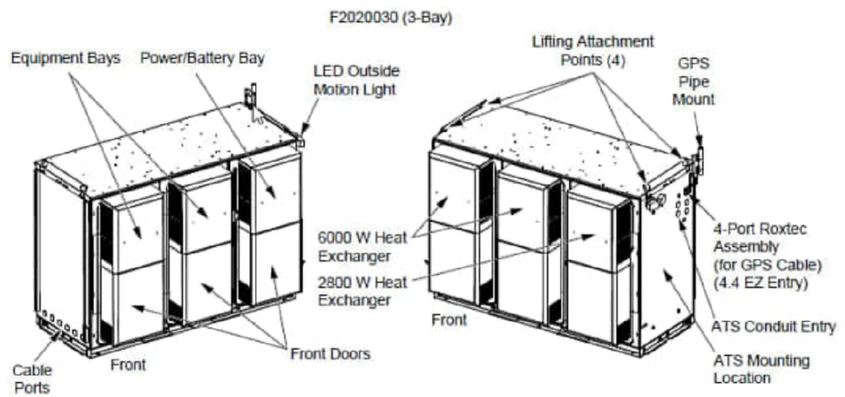












VERTIV

7

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A
P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

PARCEL ID:
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A	10/7/25	SLM	90% CD

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Licensor:

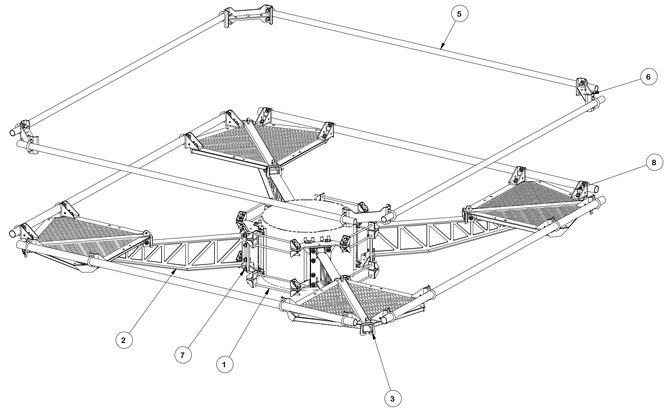
FOR INFORMATION ONLY

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WALK-UP CABINET (WUC) DETAILS

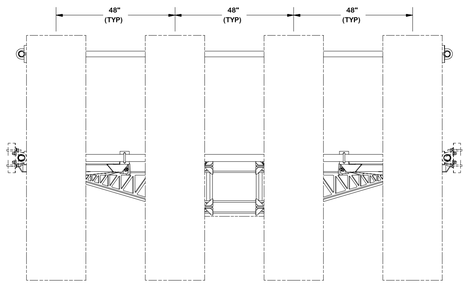
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D-6

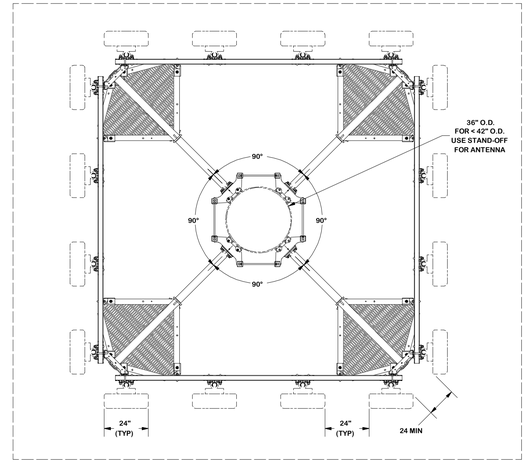
PARTS LIST							
ITEM	QTY	PART NO.	BOX NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	1	FLX4-HD		FLEXIBLE RING MOUNT 4-SIDED HEAVY DUTY ASSEMBLY		504.00	504.00
2	4	X-LPP-SA12		SIDE ARM WELDMENT FOR 12' LOW PROFILE PLATFORMS		119.21	476.84
3	4	X-LPP-CW		LOW PROFILE PLATFORM CORNER WELDMENT		198.75	795.01
4	4	P30156		2-7/8" X 156" (2-1/2" SCH. 40) GALVANIZED PIPE	156 in	80.01	320.06
5	4	P2156		2-3/8" X 156" SCH. 40 GALVANIZED PIPE (A53 Gr.B Fy=35 ksi min.)	156 in	32.60	130.41
6	4	F4HR	P-F4HR	FOUR SIDED CORNER WELDMENT KIT		24.78	99.11
7	4	LPPSA-HW	P-LPPSA-HW	TRUSS ARM CONNECTION HARDWARE		4.14	16.57
8	4	FCWHW	P-FCWHW	FORTRESS CORNER WELDMENT HARDWARE KIT		42.93	171.72
						TOTAL WT. #	2513.72



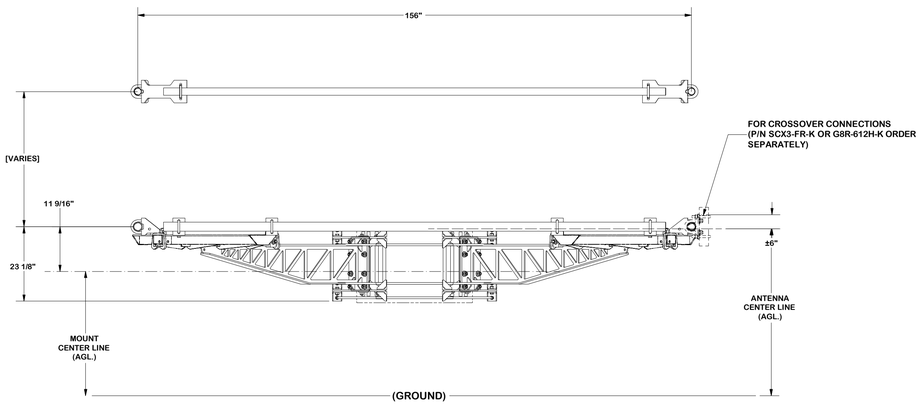
FINISH:
HOT DIP GALVANIZED.

4 ANTENNA FORTRESS LAYOUT



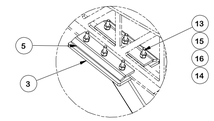


SEPARATION GUIDELINE

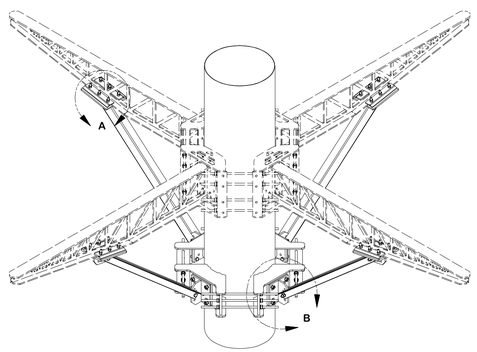


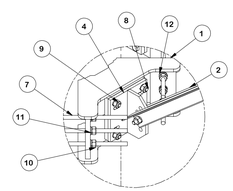
MOUNTING GUIDELINE

NOTE:
1.) INSTALL F4P-PRK PRIOR OR AT THE SAME TIME TO EQUIPMENT INSTALL



DETAIL A





DETAIL B

PARTS LIST					
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	4	X-UQB4	QUAD BRACKET WELDMENT		61.80	247.19
2	8	X-253993	PLATFORM REINFORCEMENT KIT ANGLE	52 25/32 in	14.33	114.65
3	4	X-FPTBW	T-BRACKET WELDMENT		13.60	54.40
4	4	X-TBW	T-BRACKET WELDMENT		13.60	54.40
5	8	X-FPTBB	3/8" MILL PLATE (A572/A709 GR. 50)	11 in	3.42	27.39
6	12	G58R-48	5/8" x 48" THREADED ROD (HDG.)		4.18	50.18
7	12	G58R-24	5/8" x 24" THREADED ROD (HDG.)		2.09	25.09
8	24	A582114	5/8" x 2-1/4" HDG A325 HEX BOLT	2 1/4 in	0.31	7.50
9	24	G58NUT	5/8" HDG HEAVY 2H HEX NUT		0.13	3.12
10	24	A58NUT	5/8" HDG A325 HEX NUT		0.13	3.12
11	48	G58LW	5/8" HDG LOCKWASHER		0.03	1.25
12	24	A58FW	5/8" HDG A325 FLATWASHER		0.03	0.82
13	24	G1203	1/2" x 3" HDG HEX BOLT GR5 FULL THREAD	3 in	0.22	5.21
14	24	G12NUT	1/2" HDG HEAVY 2H HEX NUT		0.07	1.72
15	24	G12FW	1/2" HDG USS FLATWASHER	3/32 in	0.03	0.82
16	24	G12LW	1/2" HDG LOCKWASHER	1/8 in	0.01	0.33
					TOTAL WT. #	633.00

TOLERANCE NOTES
TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
SAWED, SHEARED AND GAS CUT EDGES (± 0.030")
DRILLED AND GAS CUT HOLES (± 0.030") - NO CONING OF HOLES
LASER CUT EDGES AND HOLES (± 0.010") - NO CONING OF HOLES
BENDS AND ANGLES ARE ± 1/2 DEGREE
ALL OTHER MACHINING (± 0.030")
ALL OTHER ASSEMBLY (± 0.060")

PATENT INFORMATION: WWW.SITEPRO1.COM/PATENTS

PROPRIETARY NOTE:
THE DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDERED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VALMONT INDUSTRIES IS STRICTLY PROHIBITED.

DESCRIPTION
13' FLEX FORTRESS™ QUAD-PLATFORM MOUNT
WITH SUPPORT RAIL
(NO PIPE/HARDWARE)

SITE PRO 1 — Engineering Support Team: sp1engineering@valmont.com
A valmont COMPANY

CPD NO.	DRAWN BY	ENG. APPROVAL	PART NO.	PAGE
SP1	ADB 1/8/2025	1/17/2025	FX4P12-NPNH	1 OF 12
CLASS / SUB	DRAWING USAGE	CHECKED BY	DWG. NO.	
87 / 02	CUSTOMER	JET 1/17/2025	FX4P12-NPNH	

TOLERANCE NOTES
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CPD NO.	DRAWN BY	ENG. APPROVAL	PART NO.	PAGE
SP1	ADB 1/8/2025	1/17/2025	FX4P12-NPNH	2 OF 12
CLASS / SUB	DRAWING USAGE	CHECKED BY	DWG. NO.	
87 / 02	CUSTOMER	JET 1/17/2025	FX4P12-NPNH	

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CPD NO.	DRAWN BY	ENG. APPROVAL	PART NO.	PAGE
SP1	ADB 1/8/2025	1/17/2025	FX4P12-NPNH	3 OF 12
CLASS / SUB	DRAWING USAGE	CHECKED BY	DWG. NO.	
87 / 02	CUSTOMER	JET 1/17/2025	FX4P12-NPNH	

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DESCRIPTION
QUAD FORTRESS KICKER SUPPORT

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A valmont COMPANY

CPD NO.	DRAWN BY	ENG. APPROVAL	PART NO.	PAGE
NCS	ADB 10/22/2024	10/24/2024	F4P-PRK	1 OF 2
CLASS / SUB	DRAWING USAGE	CHECKED BY	DWG. NO.	
81 / 02	CUSTOMER	JET 10/24/2024	F4P-PRK	

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A
P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA. 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

Issued For:

UTL94194
SARATOGA ROAD AND PIONEER
750 S. 1900 W.
LEHI, UT 84043

PARCEL ID:
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CHECKED BY: KM

REV	DATE	BY	DESCRIPTION
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Sheet Title:
ANTENNA MOUNT DETAILS

Sheet Number:
D-7

KOHLER

Model KSSB

Automatic Transfer Switches
Standard Specific Breaker Rated

ISO 9001 KOHLER NATIONALLY REGISTERED



Available Controllers

D Decision-Makerr MPAC 1200

Ratings

Current	Voltage	Frequency
30- 1200 amps	208- 600 VAC	50/60 Hz

Transfer Switch Standard Features

D UL 1008 listed
file #E58962 (automatic), #E86894 (nonautomatic)
D CSA certification available
D IBC seismic certification available
D Available in 2, 3, or 4 pole configurations
D Electrically operated, mechanically held mechanism
D High withstand and close-on ratings
D Design suitable for emergency and standby applications on all classes of load, 100% tungsten rated through 400 amps
D Silver alloy main contacts
D Gold-flashed engine start contacts
rated 2 amps @ 30 VDC/250 VAC
D Front-accessible contacts for easy inspection
D Front-replaceable main and arcing contacts (800- 1200 amps)
D Reliable, field-proven solenoid mechanism
D Switching mechanisms lubricated for the expected life of the transfer switch
D Internal manual operating handle
D Main shaft auxiliary position-indicating contacts
rated10amps @ 32 VDC/250 VAC
D NEMA type 1, 12, 3R, 4, and 4X enclosures available
D Standard one-year limited warranty. Extended limited warranties are available.
D Standard-transition operation with either automatic or non-automatic control
D Standard-transition transfer time less than 100 milliseconds (6 cycles @ 60 Hz)
D Double-throw, mechanically interlocked design (break-before-make power contacts)
D Solid, switched, or overlapping (make-before-break) neutral

Weights and Dimensions

Note: Always use the transfer switch dimension drawing for planning and installation. Weights and dimensions may vary for different configurations. See your local distributor for dimension drawings.

Weights and dimensions are shown for NEMA Type 1 enclosures, NEMA Type 3R enclosures and open units. See the transfer switch dimension drawings for other enclosure types.

Model	Amps	NEMA Type	Poles	Wires	Dimensions mm (in.)			Weight kg (lb.)			Dimension Drawing
					Height	Width	Depth	2-Pole	3-Pole	4-Pole	
KSS	30- 200	1, 3R	2,3,4	3, 4	791 (31)	450 (18)	314 (12.4) ‡	28 (62)	30 (65)	31 (68)	ADV-8566
	230 (208- 480V)		2,3,4	3, 4	1223 (48)	560 (22)	362 (14.3) ‡	52 (115)	56 (123)	59 (131)	ADV-8568
	230 (600 V) 260- 600		2,3,4	3, 4	1702 (67)	610 (24)	514 (20.2) ‡	179 (395)	183 (403)	188 (414)	ADV-8570
	800		2,3,4	3, 4	1932 (76)*	864 (34)	515 (20.3) ‡	220 (485)	231 (510)	238 (525)	ADV-8572
	1000		3,4	4	1932 (76)*	864 (34)	515 (20.3) ‡	—	231 (510)	238 (525)	ADV-8572
	1200	1	3,4	4	2286 (90)	963 (38)	688 (27.1)	—	356 (785)	379 (835)	ADV-8574
		3R	3,4	4	2286 (90)	940 (37)	717 (28.2)	—	356 (785)	379 (835)	ADV-8575
	30- 200	Open Unit +	2,3,4	3, 4	787 (31)	445 (18)	296 (11.6)	8(17)	9(20)	11 (23)	ADV-7182
	230 (208- 480V)		2,3,4	3, 4	1219 (48)	457 (18)	330 (13.0)	17 (37)	21 (45)	24 (53)	
	230 (600V) 260- 600		2,3,4	3, 4	1422 (56)	610 (24)	362 (14.3)	31 (68)	34 (74)	36 (80)	
	800		2,3,4	3, 4	1829 (72)	864 (34)	508 (20)	68 (150)	78 (170)	90 (196)	
	1000		3,4	4	1829 (72)	864 (34)	508 (20)	—	78 (170)	90 (196)	
	1200		3,4	4	2210 (87)	965 (38)	584 (23)	—	78 (170)	90 (196)	

* Includes mounting feet
‡On 30- 1000 amp models, the NEMA type 3R enclosures have a security cover on the controller that extends 54 mm (2.1 in.) beyond the door.
+ Dimensions shown for open units are the minimum required enclosure size. Open unit weights are shipping weights for the contactor only.

rehlko

Industrial Generator Set Accessories
Generator Set Controller



APM402

APM402 Controller

General Description and Function

The APM402 generator set controller provides advanced control, system monitoring, and system diagnostics for optimum performance.

The APM402 controller meets NFPA 110, Level 1 when equipped with the necessary accessories and installed per NFPA standards.

The APM402 controller uses a patented hybrid voltage regulator and unique software logic to manage alternator thermal overload protection features normally requiring additional hardware.

Additional features include:

- A digital display and pushbutton/rotary selector dial provide easy local access to data.
- Measurements selectable in metric or English units.
- The controller can communicate directly with a personal computer via a network or serial configuration using SiteTech™ or Monitor III software.
- The controller supports Modbus® protocol. Use with serial bus or Ethernet networks. (Ethernet requires an external Modbus®/Ethernet converter module.)
- Scrolling display shows critical data at a glance.
- Digital display of power metering (kW and kVA).
- Integrated hybrid voltage regulator providing ±0.5% regulation.
- Built-in alternator thermal overload protection.

Modbus® is a registered trademark of Schneider Electric.

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Discovery Energy, LLC
200 Twin Oaks Road, Kohler, WI 53044 USA
For the nearest sales and service outlet in the US and
Canada, phone 1□800□544□2444 - powersystems.rehlko.com

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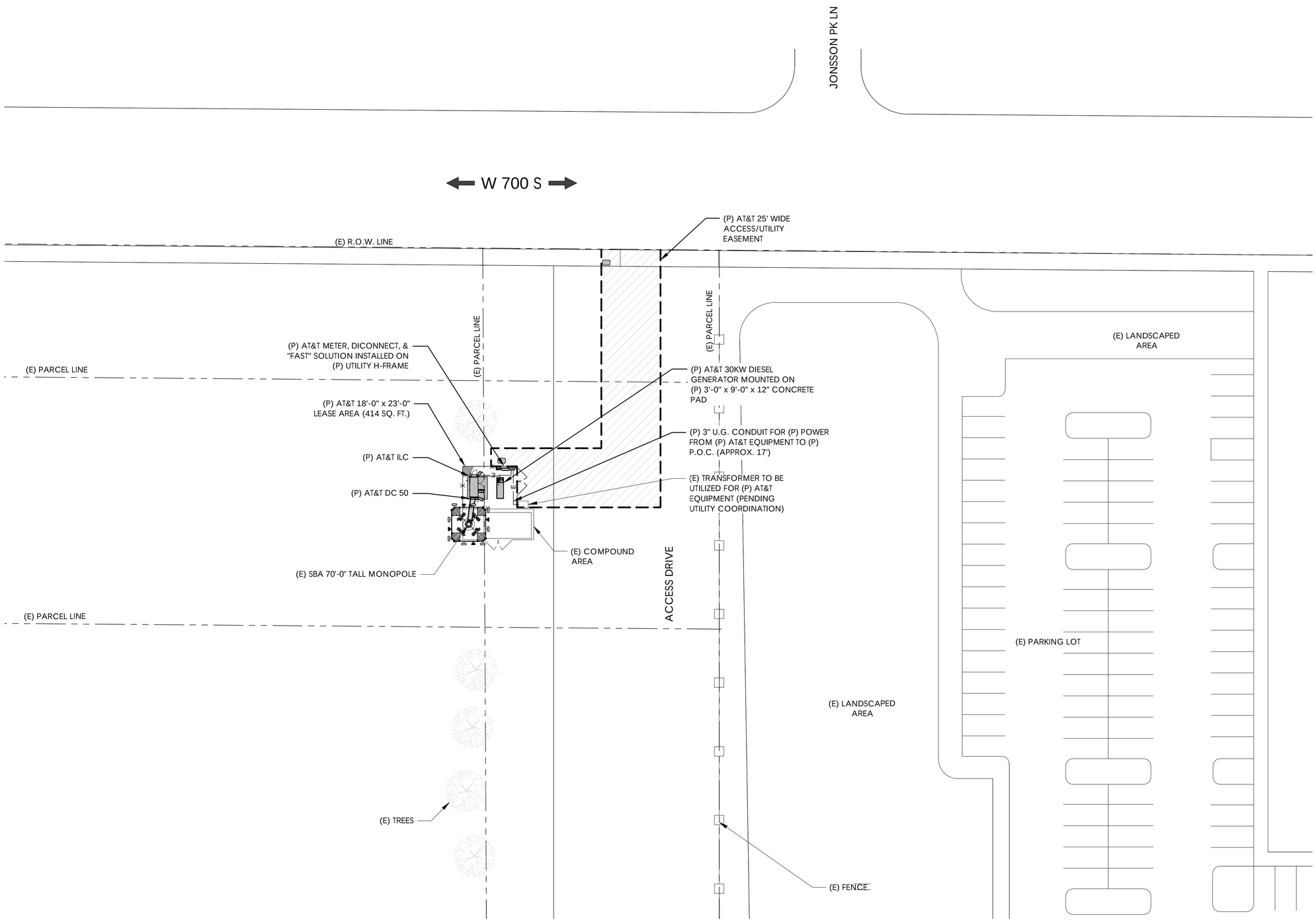
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10/7/2025 11:11 AM

Sheet Title:
AUTOMATIC TRANSFER SWITCH DETAILS

Sheet Number:
D-8



ELECTRICAL SITE PLAN

24"x36" SCALE: 1-1/2" = 1'-0" 1' 6" 0' 1' NORTH 1

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
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Licensor:

10/7/2025 11:11 AM

Sheet Title:
ELECTRICAL SITE PLAN

Sheet Number:
E-1

NOTES:

1. ALL WORK TO CONFORM TO N.E.C. LATEST STATE ADOPTED EDITION.
2. LABEL SERVICE DISCONNECT WITH A RED TAG.
3. SWITCH LEG CONDUCTORS SHALL BE THE SAME COLOR AS CIRCUIT CONDUCTORS.
4. PULL ONE GROUND CONDUCTOR PER FLEXIBLE NONMETALLIC CONDUIT. FOR ALL OTHER CIRCUITS PULL A SEPARATE CONDUCTOR.
5. ALL GFCI RECEPTACLES TO HAVE A DEDICATED GROUND WIRE.
6. EQUIPMENT TERMINATION LUGS AND CONDUCTORS ARE RATED AT A MINIMUM OF 75°C.
7. CONDUIT REQUIREMENTS
   - UNDERGROUND PVC (SCH 40 OR 80)
   - INDOOR: EMT (RGS IN TRAFFIC AREAS)
   - OUTDOOR (ABOVE GRADE): RGS

ABBREVIATIONS:

BCW	BARE COPPER WIRE
BTS	BASE TRANSCEIVER STATION
C	CONDUIT
(E)	EXISTING
EG	EQUIPMENT GROUND
(F)	FUTURE
FACP	FIRE ALARM CONTROL PANEL
GEN	GENERATOR
IG	ISOLATED GROUND
IMC	INTERMEDIATE METAL CONDUIT
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT
MCM	MILLION CIRCULAR MILLS
MI	MECHANICAL INTERLOCK
MP&S	SEE MECHANICAL PLANS & SPECIFICATIONS
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NL	NIGHT LIGHT - FIXTURE TO BE UNSWITCHED
(P)	PROPOSED
PFB	PROVISION FOR FUTURE BREAKER
PVC	POLYVINYL CHLORIDE CONDUIT
(R)	RELOCATE
RG	RELAY TO MONITOR GENERATOR POWER
RU	RELAY TO MONITOR UTILITY POWER
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
WP	WEATHERPROOF
GFCI	GROUND FAULT CIRCUIT INTERRUPTER

NOTE: SYMBOLS INDICATED ABOVE MAY NOT NECESSARILY APPEAR AS PART OF THESE DRAWINGS IF NOT REQUIRED.

VOLTAGE: 120/240V, 1 PHASE, 200A, 22 KAIC
MAIN CB: 2P/200A
BRANCH CB: TYPE Ø0

INTEGRATED LOAD CENTER

MOUNTING: SURFACE
NEMA: 1R
LOCATION: MOUNTED ON WUC EXTERIOR WALL

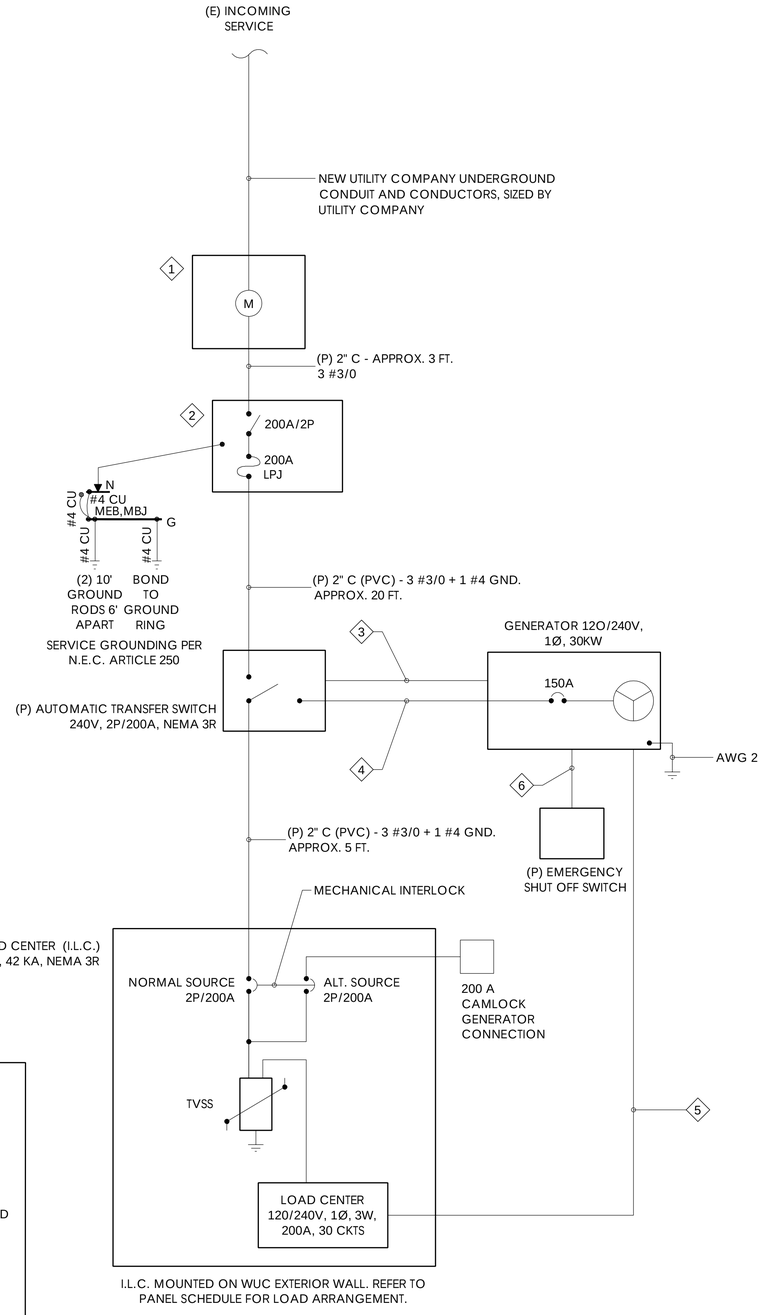
VOLT AMPS PHASE A	VOLT AMPS PHASE B	DESCRIPTION	POLE	BKR	CKT	A	B	CKT	BKR	POLE	DESCRIPTION	VOLT AMPS PHASE A	VOLT AMPS PHASE B
2112		SHELVES 1 & 3 RECTIFIERS	2	30	1			2	20	1	G.F.I. (INTERNAL)	180	
	2112	-	-	-	3			4	30	2	SHELVES 5 & 6 RECTIFIERS		2112
2112		SHELVES 2 & 4 RECTIFIERS	2	30	5			6	-	-	-	2112	
	2112				7			8					
		SPACE			9			10					
					11			12			SPACE		
					13			14					
					15			16					
					17			18					
					19			20					
					21			22			(A)		
	180	G.F.I.	1	20	23			24	20	1	BATTERY CHARGER		360
1200		HVAC	2	20	25			26	20	1	BLOCK HEATER	480	
	1200	-	-	-	27			28	15	1	EXT LIGHTS		100
720		OUTLETS	1	20	29			30	20	1	INTERIOR LIGHT	200	
8256	7716	VA/LINE										2972	2572

PHASE A = 11,228 PHASE B = 10,288

CONNECTED LOAD = 21,526 VA

CONNECTED AMPS = 89.7 A

2 AC PANEL SCHEDULE
N.T.S.



I.L.C. MOUNTED ON WUC EXTERIOR WALL. REFER TO PANEL SCHEDULE FOR LOAD ARRANGEMENT.

1 SINGLE-LINE DIAGRAM (SLDG)
N.T.S.

KEY NOTES:

1. (E) 25KVA 277/480V TRANSFORMER.
2. (P) METER 120/240 V, 1Ø, 200A, 42 KA.
   (P) DISCONNECT 120/240V, 1Ø, 200A.
3. (P) 1" C (PVC) - 10 #14 FOR CONTROL AND START-UP. REFER TO GENERATOR AND A.T.S. SPECS. FOR WIRING CONNECTION.
4. (P) 2 "C (PVC) - 3 #3/0 + 1 #4 GND., APPROX. 11 FT.
5. (P) 1" C (PVC) - 4 #12 + 2 #12 GND. FOR BATTERY CHARGER & HEATER.
6. (P) 1" C FOR EMERGENCY SHUTOFF WIRING

NOTE:

A. BATTERY CHARGER AND BLOCK HEATER TO BE INDEPENDENT BREAKERS AND NOT TIED INTO ANY G.F.I.

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
7670 S. CHESTER ST.
CENTENNIAL, CO 80112

Vendor:

PM&A

P. MARSHALL & ASSOCIATES
A CENTERLINE COMMUNICATIONS COMPANY
1000 HOLCOMB WOODS PKWY. STE 210
ROSWELL, GA 30076
OFFICE (678) 280-2325

PM&A ID: UTL94194

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750 S. 1900 W.
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A	10/7/25	SLM	90% CD

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION

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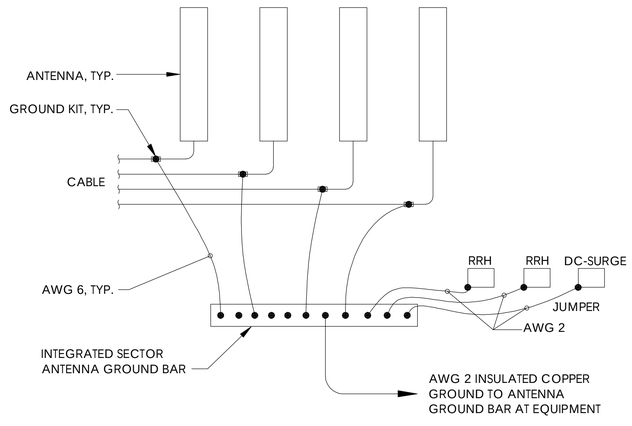
Sheet Title:
ELECTRICAL PANEL SCHEDULE & SLDG

Sheet Number:
E-2

GROUNDING NOTES:

1. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONSTRUCTION ACCORDING TO SITE CONDITIONS.
2. ALL GROUNDING CONDUCTORS: #2 AWG SOLID BARE TINNED COPPER WIRE UNLESS OTHERWISE NOTED.
3. GROUND BAR LOCATED IN BASE OF EQUIPMENT WILL BE PROVIDED, FURNISHED AND INSTALLED BY THE VENDOR.
4. ALL BELOW GRADE CONNECTIONS: EXOTHERMIC WELD TYPE, ABOVE GRADE CONNECTIONS: EXOTHERMIC WELD TYPE.
5. GROUND RING SHALL BE LOCATED A MINIMUM OF 24" BELOW GRADE OR 6" MINIMUM BELOW THE FROST LINE.
6. INSTALL GROUND CONDUCTORS AND GROUND ROD MINIMUM OF 1'-0" FROM EQUIPMENT CONCRETE SLAB, SPREAD FOOTING, OR FENCE.
7. EXOTHERMIC WELD GROUND CONNECTION TO FENCE POST: TREAT WITH A COLD GALVANIZED SPRAY.
8. GROUND BARS:
   A) EQUIPMENT GROUND BUS BAR (EGB) LOCATED AT THE BOTTOM OF ANTENNA POLE/MAST FOR MAKING GROUNDING JUMPER CONNECTIONS TO COAX FEEDER CABLES SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR. JUMPERS (FURNISHED BY OWNERS) SHALL BE INSTALLED AND CONNECTED BY ELECTRICAL CONTRACTOR.
9. ALL GROUNDING INSTALLATIONS AND CONNECTIONS SHALL BE MADE BY ELECTRICAL CONTRACTOR.
10. OBSERVE N.E.C. AND LOCAL UTILITY REQUIREMENTS FOR ELECTRICAL SERVICE GROUNDING.
11. GROUNDING ATTACHMENT TO TOWER SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS OR AT GROUNDING POINTS PROVIDED (2 MINIMUM).
12. IF EQUIPMENT IS IN A C.L. FENCE ENCLOSURE, GROUND ONLY CORNER POSTS AND SUPPORT POSTS OF GATE. IF CHAIN LINK LID IS USED, THEN GROUND LID ALSO.
13. GROUNDING AT PPC CABINET SHALL BE VERTICALLY INSTALLED.
14. ALL GROUNDING FOR ANTENNAS SHALL BE CONNECTED SO THAT IT WILL BY-PASS MAIN BUSS BAR.
15. ALL EMT RUNS SHALL BE GROUNDED AND HAVE A BUSHING, NO PVC ABOVE GROUND.
16. USE SEPARATE HOLES FOR GROUNDING AT BUSS BAR. NO "DOUBLE-UP" OF LUGS.
17. POWER AND TELCO CABINETS SHALL BE GROUNDED (BONDED) TOGETHER.
18. NO LB'S ALLOWED ON GROUNDING.
19. PROVIDE STAINLESS STEEL CLAMP AND BRASS TAGS ON COAX AT ANTENNAS AND DOGHOUSE.
20. ALL ELECTRICAL AND GROUNDING AT THE CELL SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780 (LATEST EDITION), AND MANUFACTURER SPECIFICATION.
21. IF THE AC PANEL IN THE POWER CABINET IS WIRED AS SERVICE ENTRANCE, THE AC SERVICE GROUND CONDUCTOR SHALL BE CONNECTED TO GROUND ELECTRODE SYSTEM. WHEN THE AC PANEL IN THE POWER CABINET IS CONSIDERED A SUB-PANEL, THE GROUND WIRE SHALL BE INSTALLED IN THE AC POWER CONDUIT. THE INSTALLATION SHALL BE PER LOCAL AND NATIONAL ELECTRIC CODE (NFPA-70).
22. EXOTHERMIC WELDING IS RECOMMENDED FOR GROUNDING CONNECTION WHERE PRACTICAL. OTHERWISE, THE CONNECTION SHALL BE MADE USING COMPRESSION TYPE-2 HOLES. LONG BARREL LUGS OR DOUBLE CRIMP CLAMP "C" CLAMP. THE COPPER CABLES SHALL BE COATED WITH ANTIOXIDANT (COPPER SHIELD) BEFORE MAKING THE CONNECTIONS. THE MANUFACTURER'S TORQUING RECOMMENDATIONS ON THE BOLT ASSEMBLY TO SECURE CONNECTIONS SHALL BE FOLLOWED.
23. THE ANTENNA CABLES SHALL BE GROUNDED AT THE TOP AND BOTTOM OF THE VERTICAL RUN FOR LIGHTING PROTECTION. THE ANTENNA CABLE SHIELD SHALL BE BONDED TO A COPPER GROUND BUSS AT THE LOWER MOST POINT OF A VERTICAL RUN JUST BEFORE IT BEGINS TO BEND TOWARD THE HORIZONTAL PLANE. WIRE RUNS TO GROUND SHALL BE KEPT AS STRAIGHT AND SHORT AS POSSIBLE. ANTENNA CABLE SHIELD SHALL BE GROUNDED JUST BEFORE ENTERING THE CELL CABINET. ANY ANTENNA CABLES OVER 200 FEET IN LENGTH SHALL ALSO BE EQUIPPED WITH ADDITIONAL GROUNDING AT MID-POINT.
24. ALL GROUNDING CONDUCTORS INSIDE THE BUILDING SHALL BE RUN IN CONDUIT RACEWAY SYSTEM, AND SHALL BE INSTALLED AS STRAIGHT AS PRACTICAL WITH MINOR BENDS TO AVOID OBSTRUCTIONS. THE BENDING RADIUS OF ANY #2 GROUNDING CONDUCTOR IS 8". PVC RACEWAY MAY BE FLEXIBLE OR RIGID PER THE FIELD CONDITIONS. GROUNDING CONDUCTORS SHALL NOT MAKE CONTACT WITH ANY METALLIC CONDUITS, SURFACES OR EQUIPMENT.
25. PROVIDE PVC SLEEVES WHERE GROUNDING CONDUCTORS PASS THROUGH THE BUILDING WALLS AND /OR CEILINGS.
26. INSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUSS IN THE PANEL BOARD.
27. GROUND ANTENNA BASES, FRAMES, CABLE RACKS AND OTHER METALLIC COMPONENTS WITH #2 GROUNDING CONDUCTORS AND CONNECT TO INSULATED SURFACE MOUNTED GROUND BARS. CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S SPECIFICATIONS FOR GROUNDING.
28. ALL PROPOSED GROUNDING CONDUCTORS SHALL BE ROUTED AND CONNECTED TO THE MAIN GROUND BAR OR EXISTING GROUND RING.

3 GROUNDING NOTES
N.T.S.



NOTES:
1. GROUND BAR LOCATION IS SCHEMATIC AS SHOWN ON THIS SHEET AND ACTUAL LOCATION OF INSTALLATION WILL BE DETERMINED BY THE INSTALLER.
2. REFER TO ANTENNA PLAN FOR EXACT NUMBER OF ANTENNA, RRH AND DC SURGE SUPPRESSOR

4 TYP. ANTENNA GROUNDING DIAGRAM

1 NOT USED

2 NOT USED

PREPARED FOR

AT&T

NEW CINGULAR WIRELESS PCS, LLC ("AT&T")
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CENTENNIAL, CO 80112

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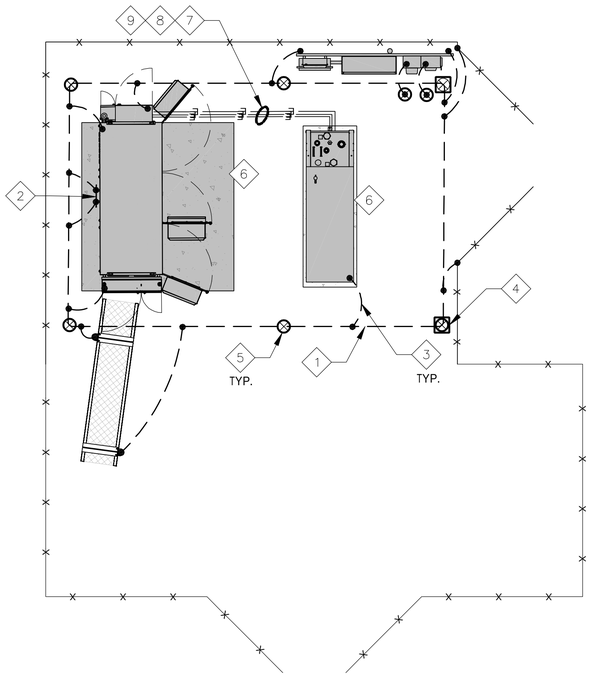
GROUNDING NOTES

Sheet Number:

G-1

KEY NOTES:

1. (P) AWG 2 BCW GROUND RING BURIED 30" BELOW GRADE.
2. (P) EQUIP. GROUND BAR.
3. (P) AWG 2 BCW.
4. (P) GROUND TEST WELL.
5. (P) GROUND ROD.
6. (P) BOND REBAR AT (2) LOCATIONS IN EQUIPMENT CONCRETE PAD TO GROUNDING SYSTEM.
7. (P) 3/4" CONDUIT FROM ATS TO GENERATOR.
8. (P) 3/4" CONDUIT FOR BLOCK HEATER/BATTERY.
9. (P) 3/4" CONDUIT FOR ALARM CONDUCTORS TO ALARM PANEL.



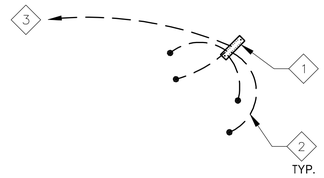
GROUNDING LEGEND

- ● CADWELD CONNECTION (EXOTHERMIC WELD)
- ⊗ GROUND ROD
- ⊠ GROUND TEST WELL

EQUIPMENT GROUNDING PLAN — 24"x36" SCALE: 1/4" = 1'-0" — 4' 3' 2' 1' 0" 4' — 3

KEY NOTES:

1. ANTENNA GROUND BAR AT EACH SECTOR.
2. AWG 2 INSULATED COPPER GROUND FROM (P) RRH AND DC9.
3. AWG 2 INSULATED COPPER GROUND TO ANTENNA GROUND BAR AT BOTTOM OF POLE



GROUNDING LEGEND

- ● CADWELD CONNECTION (EXOTHERMIC WELD)

ANTENNA GROUNDING PLAN (TYP. PER SECTOR) — 24"x36" SCALE: 3/8" = 1'-0" — 2' 1' 0" 2' — 1

NOT USED — 2

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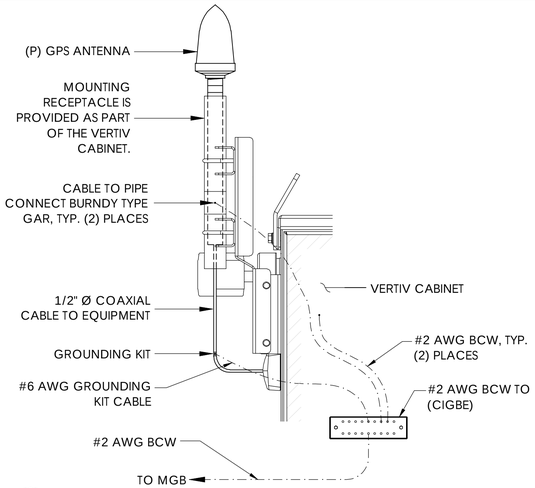
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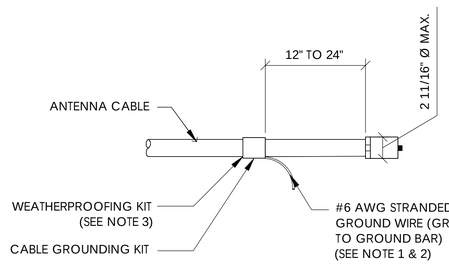
GROUNDING PLANS

Sheet Number:

G-2



10 GPS ANTENNA GROUNDING
N.T.S.



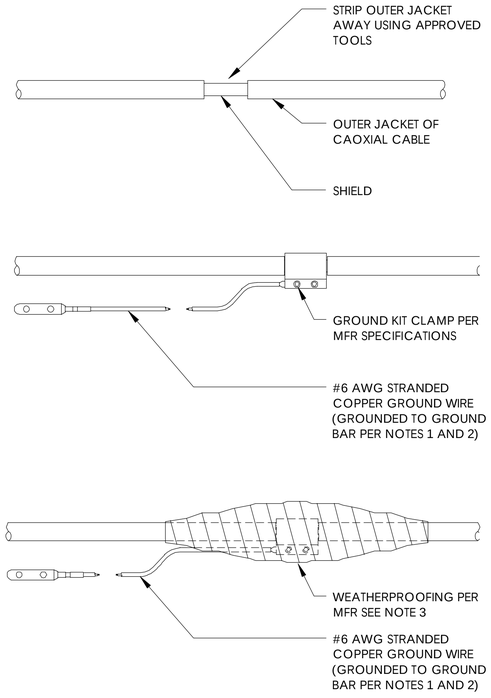
NOTE:

1 DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE (TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.)

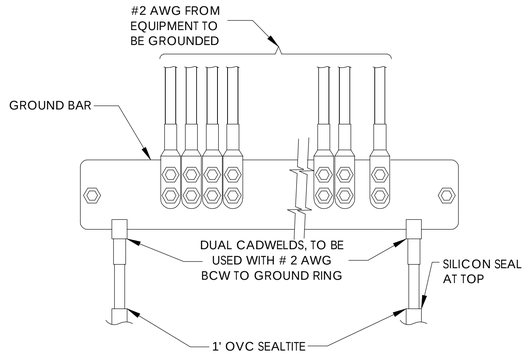
11 CONNECTION OF GROUND KIT TO ANTENNA CABLE
N.T.S.

NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MFR
3. WEATHER PROOFING SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY THE CABLE MFR

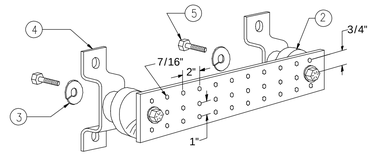


8 GROUND KIT
N.T.S.



NOTE:
1. CONTRACTOR TO UTILIZE KOPR-SHIELD (THANS & BETTS) ON ALL LUG CONNECTIONS OR APPROVED EQUAL
2. ALL LUGS TO BE DUAL HOLE LONG BARREL AND CRIMPED TWICE WITH MFR'S RECOMMENDED TOOL

4 GROUND BAR CONNECTION
N.T.S.



LEGEND

1- COPPER GROUND BAR, "X 1/4"X 20", NEWTON INSTRUMENT CO. CAT. NO. B-6142 OR EQUAL. HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION. (ACTUAL GROUND BAR SIZE WILL VARY BASED ON NUMBER OF GROUND CONNECTIONS)

2- INSULATORS, NEWTON INSTRUMENT CAT. NO. 3061-4 OR EQUAL

3- 5/8" LOCKWASHERS, NEWTON INSTRUMENT CO. CAT. NO. 3015-8 OR EQUAL

4- WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT NO. A-6056 OR EQUAL

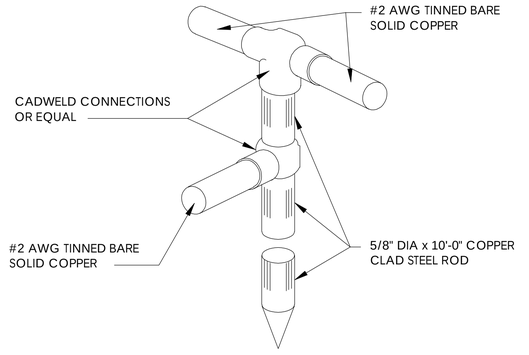
5- 5/8-11 X 1" HHCS BOLTS, NEWTON INSTRUMENT CO. CAT NO. 3012-1 OR EQUAL

6- INSULATORS SHALL BE ELIMINATED WHEN BONDING DIRECTLY TO TOWER/MONOPOLE STRUCTURE. CONNECTION TO TOWER/MONOPOLE STRUCTURE SHALL BE PER MANUFACTURERS RECOMMENDATIONS.

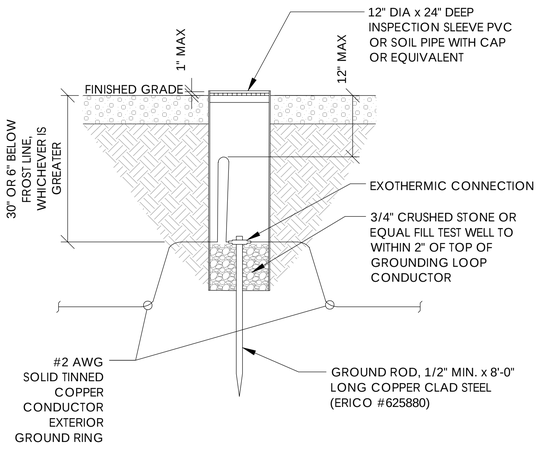
NOTE: ALL HARDWARE SHALL BE STAINLESS STEEL

5 GROUND BAR DETAIL
N.T.S.

1 NOT USED
N.T.S.

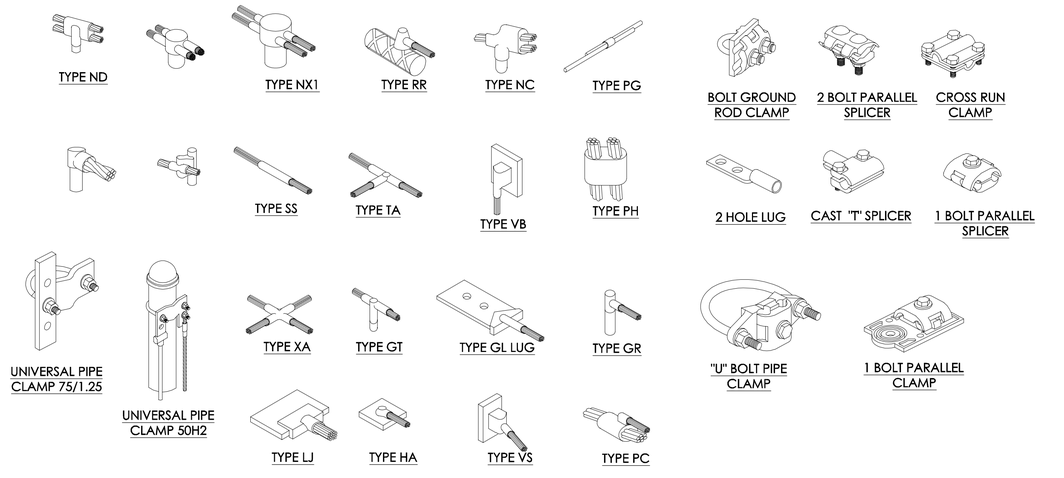


2 GROUND ROD DETAIL
N.T.S.



12 TYPICAL TEST GROUND ROD WITH INSPECTION SLEEVE
N.T.S.

9 NOT USED
N.T.S.



6 TYPICAL MECHANICAL CONNECTIONS
N.T.S.

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Sheet Title:

GROUNDING DETAILS

Sheet Number:

G-3

Agenda Item No: 4.2

City Council Agenda Item Report

Meeting Date: February 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Work Session Items

Subject:
Discussion of Telecommunications Franchise Agreements.

Suggested Action:

Attachments:

Agreement-Emery Telecommunications Franchise (clean).docx

Agreement-CenturyLink Telecommunications Franchise 2024.docx

LEHI CITY AND EMERY TELECOMMUNICATIONS & VIDEO, INC.
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the _____ day of _____, 2025, by and between the City of Lehi, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 153 North 100 East, Lehi, Utah, and Emery Telecommunications & Video, Inc., a Utah corporation, (hereinafter "Company"), with its principal offices at 445 E Highway 29, P.O. Box 629, Orangeville, Utah 84537. City and Company are herein collectively referred to as "Parties" and separately as "Party".

WITNESSETH:

WHEREAS, the Company desires to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City, consisting of telecommunication lines, cables, and all necessary appurtenances ("System") for the provision of broadband and/or telecommunications services; and

WHEREAS, Lehi City Code Title 8 Chapter 1 "Telecommunications Use of Rights-of-Way" provides for the use of the City's rights of way for the installation, construction, and maintenance of systems in the City's rights-of-way; and

WHEREAS, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to install and operate a telecommunications network in the city.

WHEREAS, the City and Company have negotiated an arrangement whereby the Company may establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City and provide broadband and telecommunications services pursuant to the terms and conditions outlined in this Agreement and in Lehi City Code Title 8 Chapter 1, and subject to the further reasonable regulation under its police and other regulatory power;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Company agree as follows:

ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon approval by the City Council and execution by the Parties, this Franchise Agreement shall be deemed to constitute a contract by and between the City and Company.

1.2 Ordinance. The City has adopted the Telecommunications Use of Rights-of-Way Ordinance which is and incorporated herein by reference. The Company acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Use of Rights-of-Way Ordinance. The Parties agree that the provisions and requirements of the Telecommunications Use of Rights-of-Way Ordinance are material terms of this Agreement. Each Party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Use of Rights-of-Way Ordinance, provided, however, that in the event of a conflict between the terms of this Franchise Agreement and the Telecommunications Use of Right-of-Way Ordinance, this Franchise Agreement shall control. The definitions in the Telecommunications Use of Rights-of-Way Ordinance shall apply herein unless a different or more specific meaning is indicated in this Agreement. Words, terms, and phrases which are not specifically defined herein, but are defined in 47 U.S.C. Section 153, or its successor, shall have the technical meaning provided by that section as of the date of this Agreement. Nothing in this Section shall be deemed to require the Company to comply with any provision of the Telecommunications Use of Rights-of-Way Ordinance which is determined to be unlawful, beyond the scope of the City's authority, or pre-empted by federal law.

1.3 Ordinance Amendments. The City reserves the right to amend the Telecommunications Use of Rights-of-Way Ordinance at any time provided, however,

that the City shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance, except as set forth in Article 5 below, that will adversely impact Company without allowing Company thirty (30) days (or such longer time as Company reasonably requests in writing if thirty (30) days is insufficient) in which to comply with the amendment. The City shall give Company notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between Company's rights and obligations under the Telecommunications Use of Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Company agrees to comply with any such amendments.

1.4 Grant of Franchise. The Telecommunications Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, repair, maintain, remove, operate, upgrade, abandon and replace its telecommunications system on the surface of, and any space above or below, any public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses present and future in the city in order to provide services. The franchise does not grant to the Company the right, privilege or authority to use easements granted to the City by private property owners for a specific purpose that does not expressly include a telecommunications system without Company receiving the express written permission of the private property owner; or to engage community antenna (or cable) television business; although, nothing contained herein shall preclude the Company from (i) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Company's System within the City for such purposes, or (ii) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in City's Public Ways to Company, nor shall anything contained herein constitute a warranty of title.

1.6 Licenses. The Company acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide

telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.7 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.8 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship.

1.9 Pole Attachments/Conduit. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate joint facilities agreement.

ARTICLE 2
FRANCHISE FEE

2.1 Franchise Fee. (a) For and in consideration of the Franchise, and as fair and reasonable compensation for the use by the Company of the City's Right-of-Way, the Company agrees to pay an annual franchise fee of 3.5% of gross receipts from telecommunications service (the "Franchise Fee"), an amount equal to the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the "Municipal Telecommunications Tax Act"). Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an Interlocal Cooperation Agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by Company. Compliance by the Company with the terms and provisions of the Municipal Telecommunications License Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

(b) The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate the change in the Franchise Fee, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

(c) Reserved.

2.2 Equal Treatment. City agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the City, or waive collection of the fee provided for herein that are subject to such competition.

ARTICLE 3
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to Company shall be for a period of ten (10) years commencing on the date first set forth above in this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the Company upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the City's representative designated herein written notice of the Company's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term. If Utah Code § 10-1-403, is changed, the parties shall amend, upon its renewal, this Agreement to conform to the new statutory limit.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such System is removed to as good condition as the same was immediately before the removal was effected.

3.3 Rights of City Upon Expiration or Revocation. Subject to applicable federal and state law, upon expiration of the term of this Franchise, forfeiture, or lawful revocation of this Franchise, and if no renewal, replacement or extension thereof is agreed upon, Company may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Franchise or the Parties may mutually agree to abandon Company's facilities in place. Alternatively, the removal, or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

ARTICLE 4
USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY.

4.1 Franchise Rights to Use the Public Right-of-Way. The Company shall have the right to use the public right-of-way within the City to construct and maintain its network subject to the conditions set forth in this Agreement, including the provisions of Chapter 8.1; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, within any right-of-way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the

City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

4.2 Company Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall commence no more than thirty (30) days after receipt of a written demand; be at no cost to the City; and accomplished no more than ninety (90) days from the receipt of a written demand. Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its facilities to accommodate a private third party, such third party shall be required to pay the costs of relocation and the Company may require such payment in advance prior to relocating its facilities. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public

purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which aims to reasonable minimize adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to materially and adversely impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary in the reasonable and informed judgment of the City to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company. The City will provide the Company notice of its actions as soon as reasonably practicable and permit the Company to make necessary repairs promptly and without unreasonable delay. If the City requests emergency funding reimbursement from federal, state or other governmental sources, and/or if the City requests monetary damages from one or more third party causers of the emergency situation, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City in relation to the damage of Company's facilities shall be paid to the Company within thirty (30) days of receipt of the funds.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If during the course of work on its facilities, the Company causes actual and documented damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement

or other public property to its previous condition immediately preceding such damage, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of one year following the completion of the repair work performed pursuant to Section 4.5 the Company shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired, or replaced to the satisfaction of the City, except to the extent damage is caused to such portions of said streets, alleys, right-of-way, or public property by a third party or the City.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 Supervision by the City.

a. The Company shall construct, operate, and maintain the network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other governmental agency having jurisdiction over the operations of the Company.

b. The Company's network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon advance reasonable notice to the Company.

4.9 Company's Duty to Remove Its Network.

a. The Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

(1) The Company ceases to utilize or operate the network for a continuous period of (12) twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;

(2) The Company fails to construct said network as herein provided within three (3) years after the full execution of this Franchise Agreement, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such failure.

(3) The Franchise is terminated or revoked pursuant to notice as provided herein.

(4) The Franchise expires pursuant to this Agreement.

b. The removal of any or all of the network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.

c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days (or other period of time as the Parties may mutually agree to be acceptable for the required work) from the date upon which said notice is received to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any

street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 4.7, above.

4.11 Agreement to Abide Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of Lehi City Code governing the construction and technical requirements of the System.

ARTICLE 5
POLICE POWERS

5. Police Powers. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6
SEVERABILITY

6. Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full

force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is Company's payment of Municipal Telecommunications Tax during the term of this Agreement and the City's ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance. For the Company, "material consideration" is its ability to use the Rights-of-Way for internet and telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance.

ARTICLE 7
EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to timely pay or provide the consideration as required under Article 2 of this Agreement and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure;

(b) The Company, by act or omission, materially violates a material duty herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may reasonably determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Company notice of such determination, the Company, within sixty (60) calendar days of receipt of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice, or such other time as may be mutually agreed upon, to remedy

the conditions. After the expiration of the applicable period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Company; if Company is currently serving as Lehi City's incumbent local exchange carrier, Company will be allowed to continue operation while the issue is being negotiated in good faith; or

(c) The Company becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this

Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8
NOTICES

8.1 City Designee and Address. The Mayor or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the Mayor at 153 North 100 East, Lehi, Utah 84043, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to:

Emery Telecommunications & Video, Inc.
Attn: CEO
445 E Highway 29
P.O. Box 629
Orangeville, UT 84537

With an electronic copy to: _____

with a copy to such other offices as the Company may designate by written notice to the City.

8.3 Failure of Designee. The failure or omission of the City's or Company's representative to act shall not constitute any waiver or estoppel by the City or Company.

ARTICLE 9
INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Company Indemnification of City. The Company shall indemnify, and at the City's option defend, and hold the City, its officers, agents and employees thereof, harmless from and against any and all third-party claims, suits, actions, liability and judgments for damages or otherwise harmless from and against third-party claims, demands, liens, and all liability or damage of whatsoever kind to the extent arising from the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

9.3 Notice of Indemnification. The Company shall give prompt written notice to the Company of any claim, demand, or lien that may result in a lawsuit against the City. The City shall (a) give prompt written notice to the Company of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) unless, in the City's judgment, a conflict of interest may exist between the City and the Company with respect to such claim, demand, or lien, permit the Company to assume

the defense of such claim, demand, or lien with counsel satisfactory to the City. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

9.4 Insurance. Company shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights, privileges, and authority granted hereunder to Company, its agents, representatives, or employees. Company shall provide to the City for its inspection an insurance certificate listing the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any telecommunication facilities. Such insurance certificate shall evidence: i) Commercial General Liability insurance and/or umbrella/excess insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,3000,000 per occurrence and $3,3000,000 aggregate, with the contractor listing the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived; ii) automobile liability insurance for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of not less than $500,000 for each person and $1,000,000 for each incident; and workers' compensation coverage with limits prescribed by statute.

The insurance policies required by this section shall be maintained by Company throughout the term of this Agreement and during such other periods as Company is operating without a franchise or is engaged in the removal of its telecommunications system. Payment of deductibles and self-insured retentions shall be the sole responsibility of Company. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or against whom a suit is brought. Company's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its

officers, officials, employees, consultants, agents, and volunteers shall be in addition to Company's insurance and shall not contribute with it. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

9.5 City's Right to Intervene. In any suit in which the City is named as a party and seeks indemnification from the Company, and in which the City in its own reasonable discretion believes that a conflict of interest with Company exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

9.6 No Creation of a Private Cause of Action. The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City. In the event any claim is made against the City that falls under these indemnity provisions and a Court of competent jurisdiction should adjudge, by final decree, that the City is liable therefore, the Company shall indemnify and hold the City harmless of and from any such judgment or liability, including any court costs, expenses, and attorney fees incurred by the City in defense thereof. Nothing herein shall be deemed to prevent the parties indemnified and held harmless herein from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the Company from its duty of defense against liability or paying any judgment entered against such party.

ARTICLE 10
REMEDIES

10.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

10.3 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11
TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld or delayed; provided however, that the Company may fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer other than those permitted under this section without such prior written

consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of Company's franchise is scheduled to become effective (other than those permitted assignment listed in Section 11.1), Company shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Council may consider the following:

(a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);

(1) qualifications of proposed assignee or transferee;
(2) legal integrity of proposed assignee or transferee;
(3) financial ability and stability of the proposed assignee or transferee;
(4) the corporate connection, if any, between the Company, and proposed assignee or transferee;
(5) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of telecommunications network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise agreement and Franchise Ordinance.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

11.5 Transfer Upon Revocation by City. Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its network to a qualified third party, unless the Parties have mutually agreed that Company's network may be abandoned in place. City further agrees that during such a period of time, it shall authorize the Company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of that time, Company is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

11.6 Abandonment of Facilities by Company. The Company, with the consent of the City, may by written statement abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE 12
ACCEPTANCE BY THE COMPANY OF FRANCHISE

12.1 Company Duty to Approve Franchise Agreement. If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within sixty (60) calendar days after the effective date of the City Council's adoption of the Ordinance, the Company shall execute this Agreement and file an unqualified acceptance of the Ordinance in writing with the City Recorder of the City in a form approved by the City Attorney; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 13
GENERAL PROVISIONS

13.1 Parties Representations. The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement; and (c) each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

13.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

13.3 Time of Essence. Time shall be of the essence of this Agreement.

13.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

13.5 No Presumption. All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

13.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date in duplicate, each of which shall be deemed an original.

LEHI CITY CORPORATION:

Date:_____ _____
Mark Johnson, Mayor

ATTEST:

Date:_____ _____
Teisha Wilson, City Recorder

Emery Telecommunications & Video, Inc.

Date: _____ By: _____

STATE OF _____)

)ss.

COUNTY OF _____)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared Brock Johansen, known or identified to me to be the Chief Executive Officer of Emery Telecommunications & Video, Inc., a utah corporation, and the person whose name is subscribed to the within instrument, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

Notary Public for _____

Residing at: _____

My commission expires: _____

LEHI CITY AND QWEST CORPORATION DBA CENTURYLINK QC
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into as of the _____ day of _____, 2024, by and between the City of Lehi, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 153 North 100 East, Lehi, Utah, and Qwest Corporation dba CenturyLink QC, a Colorado limited liability company, (hereinafter "Company"), with its principal offices at: 931 14th St, Denver, CO 80204 . City and Company are herein collectively referred to as "Parties" and separately as "Party".

WITNESSETH:

WHEREAS, the Company desires to provide telecommunications services within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City, consisting of telecommunication lines, cables, and all necessary appurtenances ("System"); and

WHEREAS, Lehi City Code Title 8 Chapter 1 "Telecommunications Use of Rights-of-Way" provides for the use of the City's rights of way for the installation, construction, and maintenance of systems in the City's rights-of-way; and

WHEREAS, the CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to operate a telecommunications network in the City.

WHEREAS, the City and Company have negotiated an arrangement whereby the Company may provide its services within the City pursuant to the terms and conditions outlined in this Agreement and in Lehi City Code Title 8 Chapter 1, and subject to the further reasonable regulation under its police and other regulatory power;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Company agree as follows:

ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon approval by the City Council and execution by the Parties, this Franchise Agreement shall be deemed to constitute a contract by and between the City and Company.

1.2 Ordinance. The City has adopted the Telecommunications Use of Rights-of-Way Ordinance which is and incorporated herein by reference. The Company acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Use of Rights-of-Way Ordinance. The Parties agree that the provisions and requirements of the Telecommunications Use of Rights-of-Way Ordinance are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Use of Rights-of-Way Ordinance. The definitions in the Telecommunications Use of Rights-of-Way Ordinance shall apply herein unless a different or more specific meaning is indicated in this Agreement. Nothing in this Section shall be deemed to require the Company to comply with any provision of the Telecommunications Use of Rights-of-Way Ordinance which is determined to be unlawful or beyond the scope of the City's authority.

1.3 Ordinance Amendments. The City reserves the right to amend the Telecommunications Use of Rights-of-Way Ordinance at any time provided, however, that the City shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance, except as set forth in Article 5 below, that will adversely impact Company without allowing Company thirty (30) days (or such longer time as Company reasonably requests in writing if thirty (30) days is insufficient) in which to comply with the amendment. The City shall give Company notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between

Company's rights and obligations under the Telecommunications Use of Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Company agrees to comply with any such amendments.

1.4 Grant of Franchise. The Telecommunications Franchise provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, repair, maintain, remove, operate, upgrade, abandon and replace its telecommunications system on the surface of, and any space above or below, any public rights of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses present and future in the city in order to provide services. The franchise does not grant to the Company the right, privilege or authority to use easements granted to the City by private property owners for a specific purpose that does not expressly include a telecommunications system without Company receiving the express written permission of the private property owner; or to engage community antenna (or cable) television business; although, nothing contained herein shall preclude the Company from (i) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Company's System within the City for such purposes, or (ii) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in City's Public Ways to Company, nor shall anything contained herein constitute a warranty of title.

1.6 Licenses. The Company acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.7 Financial Capability. Company warrants that it has the financial capability to construct, maintain, and operate a telecommunications network and to otherwise comply with the provisions of this Agreement.

1.8 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship.

1.9 Pole Attachments/Conduit. The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by a separate joint facilities agreement.

ARTICLE 2
FRANCHISE FEE

2.1 Franchise Fee. (a) For and in consideration of the Franchise, and as fair and reasonable compensation for the use by the Company of the City's Right-of-Way, the Company agrees to pay an annual franchise fee of 2% of gross receipts (the "Franchise Fee"), an amount not greater than the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the "Municipal Telecommunications Tax Act"), and imposed and levied pursuant to Utah State Code, Title 3, Chapter 10. Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act, and shall be paid by the Company to the Utah State Tax Commission, as agent for the City under an interlocal cooperation agreement by and among the City, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder. All payments shall be made to the Utah State Tax Commission, whose current address is as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by Company. Interest will accrue on late payments at the rate of one and one-half (1 ½) percent per month until paid. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the calculation and payment of the Franchise Fee.

(b) The City and the Company agree to negotiate in good faith any amendments to this Agreement as shall be necessary to accommodate the change in the Franchise Fee, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

(c) The Company represents to the City that one of the purposes for entering into this Agreement is to obtain authority to build and/or operate a network within the City to provide telecommunications services to customers within the City.

2.2 Equal Treatment. City agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the City will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the City, or waive collection of the fee provided for herein that are subject to such competition.

ARTICLE 3
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to Company shall be for a period of ten (10) years commencing on the date first set forth above in this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the Company upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, if the Company fails to provide written notice of the Company's intent not to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of Company Upon Expiration or Revocation. Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be

the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such System is removed to as good condition as the same was immediately before the removal was effected.

3.3 Rights of City Upon Expiration or Revocation. Subject to applicable federal and state law, upon expiration of the term of this Franchise, forfeiture, or lawful revocation of this Franchise, and if no renewal, replacement or extension thereof is agreed upon, Company may, at the discretion of the City Council, be required, in part or entirely, to remove all its wires, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the Franchise or the Parties may mutually agree to abandon Company's facilities in place.. Alternatively, the removal, or sale of such facilities and equipment may be directed, limited, or conditioned by the City by agreement or through means of other lawful municipal power or right. The City may continue to invoke any or all provisions of this Franchise against Company or any successor entity enjoying de facto franchise privileges after expiration or revocation. The City and the Company will work together to take all other actions deemed necessary and proper by the City to accommodate the transition to any successor as may be in the best interest of the City or its inhabitants and the Company.

ARTICLE 4
USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY.

4.1 Franchise Rights to Use the Public Right-of-Way. The Company shall have the right to use the public right-of-way within the City to construct and maintain its network subject to the conditions set forth in this Agreement, including the provisions of Chapter 8.1; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, within any right-of-way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject

to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

4.2 Company Duty to Relocate; Subordination to City Use. Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any property of the Company or its successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall commence no more than thirty (30) days after confirmation of receipt of a written demand; be at no cost to the City; and accomplished no more than ninety (90) days from the receipt of a written demand. Company and its successors and assigns may maintain and operate such facilities, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its facilities to accommodate or primarily benefit a private third party, such third party shall be required to pay the costs of relocation including any required private easements and the Company may require such payment in advance prior to relocating its facilities. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which aims to reasonable minimize adverse impact on each other. Where placement is not otherwise regulated, the facilities shall

be placed with adequate clearance from such public improvements so as not to materially and adversely impact or be impacted by such public improvements.

4.3 Duty to Obtain Approval to Move Company Property; Emergency. Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any Company facilities. However, if it becomes necessary in the reasonable and informed judgment of the City to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Company because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of the Company. The City will provide the Company notice of its actions as soon as reasonably practicable and permit the Company to make necessary repairs promptly and without unreasonable delay. If the City requests emergency funding reimbursement from federal, state or other governmental sources, and/or if the City requests monetary damages from one or more third party causers of the emergency situation, the City shall include in its request the costs incurred by the Company to repair facilities damaged by the City in responding to the emergency. Any funds received by the City in relation to the damage of Company's facilities shall be paid to the Company within thirty (30) days of receipt of the funds.

4.4 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

4.5 Repair of Damage. If during the course of work on its facilities, the Company causes actual and documented damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition immediately preceding such damage, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of

emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld. The Company shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of one year following the completion of the repair work performed pursuant to Section 4.5 the Company shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired, or replaced with regards to the repair work performed to the satisfaction of the City, except to the extent damage is caused to such portions of said streets, alleys, right-of-way, or public property by a third party of the City.

4.7 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

4.8 Supervision by the City.

a. The Company shall construct, operate, and maintain the network within the City in strict compliance with all laws, ordinances, rules, and regulations of the City and any other governmental agency having jurisdiction over the operations of the Company.

b. The Company's network and all parts thereof within the City owned property shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon advance reasonable notice to the Company.

4.9 Company's Duty to Remove Its Network.

a. The Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the network when one or more of the following conditions occur:

(1) The Company ceases to operate the network for a continuous period of (12) twelve months, and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;

(2) The Company fails to construct said network as herein provided and does not respond to written notice from the City within thirty (30) days after receiving such notice following any such failure.

(3) The Franchise is terminated or revoked pursuant to notice as provided herein.

(4) The Franchise expires pursuant to this Agreement.

b. The removal of any or all of the network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City.

c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days (or other period of time as the Parties may mutually agree to be acceptable for the required work) from the date upon which said notice is received to remove or abandon such facilities.

4.10 Notice of Closure of Streets. Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any

street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by Section 4.7, above.

4.11 Agreement to Abide Construction and Technical Requirements. In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of Lehi City Code governing the construction and technical requirements of the System.

ARTICLE 5
POLICE POWERS

5. Police Powers. The City expressly reserves, and the Company expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6
SEVERABILITY

6. Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full

force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is Company's payment of Municipal Telecommunications Tax during the term of this Agreement and the City's ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance. For the Company, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's excavation ordinance.

ARTICLE 7
EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to timely pay or provide the consideration as required under Article 2 of this Agreement and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure;

(b) The Company, by act or omission, materially violates a material duty herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may reasonably determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Company notice of such determination, the Company, within sixty (60) calendar days of receipt of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice, or such other time as may be mutually agreed upon, to remedy

the conditions. After the expiration of the applicable period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Company; if Company is currently serving as Lehi City's incumbent local exchange carrier, Company will be allowed to continue operation while the issue is being negotiated in good faith; or

(c) The Company becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Company, whichever thecase may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this

Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8
NOTICES

8.1 City Designee and Address. The Mayor or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the Mayor at 153 North 100 East, Lehi, Utah 84043, or such other officer and address as the City may designate by written notice to the Company.

8.2 Company Designee and Address. Unless otherwise specified herein or in the Telecommunications Use of Rights-of-Way Ordinance, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to:

Lumen
Attn: ROW/DF
931 14th St
Denver, CO 80204

with a copy to such other offices as the Company may designate by written notice to the City.

8.3 Failure of Designee. The failure or omission of the City's or Company's representative to act shall not constitute any waiver or estoppel by the City or Company.

ARTICLE 9
INSURANCE AND INDEMNIFICATION

9.1 No Liability. Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

9.2 Company Indemnification of City. The Company shall indemnify, and at the City's option defend, and hold the City, its officers, agents and employees thereof, harmless from and against any and all third party claims, suits, actions, liability and judgments for damages or otherwise harmless from and against third party claims, demands, liens, and all liability or damage of whatsoever kind to the extent arising from the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of telecommunications lines and appurtenances, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

9.3 Notice of Indemnification. The Company shall give prompt written notice to the Company of any claim, demand, or lien that may result in a lawsuit against the City. The City shall (a) give prompt written notice to the Company of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) unless, in the City's judgment, a conflict of interest may exist between the City and the Company with respect to such claim, demand, or lien, permit the Company to assume the defense of such claim, demand, or lien with counsel satisfactory to the City. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend, or

hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers or employees or agents.

9.4 Insurance. Company shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights, privileges, and authority granted hereunder to Company, its agents, representatives, or employees. Company shall provide to the City for its inspection an insurance certificate naming the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any telecommunication facilities. Such insurance certificate shall evidence: i) Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived; ii) automobile liability insurance for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of not less than $500,000 for each person and $1,000,000 for each incident; and workers' compensation coverage with limits prescribed by statute.

The insurance policies required by this section shall be maintained by Company throughout the term of this Agreement and during such other periods as Company is operating without a franchise or is engaged in the removal of its telecommunications system. Payment of deductibles and self-insured retentions shall be the sole responsibility of Company. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or against whom a suit is brought. Company's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in addition to Company's insurance and shall not contribute with it. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer

will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Company or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid.

9.5 City's Right to Intervene. In any suit in which the City is named as a party and seeks indemnification from the Company, and in which the City in its own reasonable discretion believes that a conflict of interest with Company exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, including those employed by the City in such case or cases, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

9.6 Intentionally Omitted.

9.7 Performance Bonds and Other Surety. To ensure completion of the Company's performance of its obligations hereunder, Company shall furnish to the City a performance bond from an insurer or guarantor that is acceptable to the City.

ARTICLE 10
REMEDIES

10.1 Duty to Perform. The Company and the City agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

10.2 Remedies at Law. In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become

effective without such action that would be necessary to formally amend the Agreement.

10.3 Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

ARTICLE 11
TRANSFER OF FRANCHISE

11.1 Written Approval Required. The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld or delayed; provided however, that the Company may fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer other than those permitted under this section without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of Company's franchise is scheduled to become effective (other than those permitted assignment listed in Section 11.1), Company shall petition in writing for the City Council's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to

such an assignment or transfer. However, in making such a determination, the City Council may consider the following:

(a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);

(1) qualifications of proposed assignee or transferee;
(2) legal integrity of proposed assignee or transferee;
(3) financial ability and stability of the proposed assignee or transferee;
(4) the corporate connection, if any, between the Company, and proposed assignee or transferee;
(5) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of telecommunications network.

11.3 Certification of Assignee. Before an assignment or transfer is approved by the City Council, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise agreement and Franchise Ordinance.

11.4 Effect of Approval. In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Franchise agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Council at the time an assignment or transfer is approved.

11.5 Transfer Upon Revocation by City. Company and City agree that in the case of a lawful revocation of the Franchise, at Company's request, which shall be made in its sole discretion, Company shall be given a reasonable opportunity to effectuate a transfer of its network to a qualified third party, unless the Parties have mutually agreed that Company's network may be abandoned in place. City further agrees that during such a period of time, it shall authorize the Company to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If at the end of

that time, Company is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, Company and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Company's continued operation of its network during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment, of any rights of either the City or the Company. Notwithstanding anything to the contrary set forth herein, neither City nor Company shall be required to violate federal or state law.

11.6 Abandonment of Facilities by Company. The Company, with the consent of the City, may abandon any underground facilities in place, subject to the requirements of the City. In such an event, the abandoned network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

ARTICLE 12
ACCEPTANCE BY THE COMPANY OF FRANCHISE

12.1 Company Duty to Approve Franchise Agreement. If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within sixty (60) calendar days after the effective date of the City Council's adoption of the Ordinance, the Company shall execute this Agreement and file an unqualified acceptance of the Ordinance in writing with the City Recorder of the City in a form approved by the City Attorney; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

ARTICLE 13
GENERAL PROVISIONS

13.1 Binding Agreement. The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement; and (c) each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

13.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

13.3 Time of Essence. Time shall be of the essence of this Agreement.

13.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and
vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

13.5 No Presumption. All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

13.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the effective date in duplicate, each of which shall be deemed an original.

LEHI CITY CORPORATION:

Date:_____ _____
Mark Johnson, Mayor

ATTEST:

Date:_____ _____
Teisha Wilson, City Recorder

COMPANY

Date: _____ By: _____
Officer, Title

STATE OF UTAH)

)ss.

COUNTY OF UTAH)

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared [officer], known or identified to me to be the [title] of [provider], a Utah limited liability company, and the person whose name is subscribed to the within instrument, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

Notary Public for _____

Residing at: _____

My commission expires: _____

Agenda Item No: 4.3

City Council Agenda Item Report

Meeting Date: February 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Work Session Items

Subject:
Discussion of Updates to the Lehi Municipal Code to Comply with State Code Requirements- Elected Officials Compensation.

Suggested Action:

Attachments:

Amended Lehi Code 1-6-4 DRAFT (redline)

CHAPTER 6
MAYOR AND CITY COUNCIL

SECTION:

1-6-4: Compensation Schedule

1-6-4: COMPENSATION SCHEDULE:

A. The Elected Officials of Lehi City, Mayor and City Council, shall receive compensation for their services.

~~A~~B. ~~Compensation for the Mayor shall be set at fifty thousand dollars ($50,000.00) per year. Additionally, t~~The Mayor and the Mayor's dependents shall be entitled to coverage under the city's medical, dental, and life insurance program to be paid by the city, or alternatively, at the Mayor's election, to have a sum equal to one-half of the monthly premium amount, contributed to a 401(k) retirement account.

~~B~~C. ~~Compensation for members of the City Council shall be set at one thousand two hundred seventeen dollars ninety three cents ($1,217.93) per month. Additionally, t~~The members of the City Council and their dependents shall be entitled to coverage under the City's medical, dental, and life insurance program to be paid by the City, or alternatively, at the Council member's election, to have a sum equal to one-half ($^1/_2$) of the monthly premium amount, contributed to a 401(k) retirement account.

~~C~~D. Compensation for the Mayor and members of the City Council shall be ~~adjusted~~ adopted annually by ordinance after a public hearing and based upon the same compensation increase that is made available to all other employees of the City.

~~D~~E. Elected officials shall be reimbursed for all City-related expenses, including travel, as described in the adopted City Employee Policy Manual.

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: February 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

Purchase Orders (3).pdf

LEHI CITY
CITY COUNCIL AGENDA
February 10, 2026

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Strata Networks	#8284 Fiber Department Construction	$192,088.26	
Strata Networks	#8278 Fiber Department Construction	$492,191.43	
Strata Networks	#8279 Fiber Department Construction	$310,263.60	

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8284

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4159
ISSUED TO: STRATA NETWORKS
211 EAST 200 NORTH
PO BOX 400
ROOSEVELT UT 84066

SHIP TO: LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

PURCHASE ORDER DATE: 02/02/2026 DEPARTMENT: FIBER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	Mainline Construction and Fiber Materials	51,772.50	51,772.50	59-50-54-000
1.00	Mainline Construction and Fiber Labor	73,695.55	73,695.55	59-50-54-000
1.00	Drop and Install Materials (100% take rate = 77 units)	26,252.08	26,252.08	59-50-53-000
1.00	Drop and Install Labor (100% take rate = 77 units)	40,368.13	40,368.13	59-50-53-000

TOTAL 192,088.26

COMMENTS/NOTES

New development construction - Vistas Development. Completed by Strata under the Operations Agreement. Includes 77 units.

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***

Cabinet 32 Vista's at the Point Addition - Cost Estimate 1.29.2026

Strata WO#20250260

MAIN LINE CONSTRUCTION AND FIBER MATERIALS ESTIMATE	QTY	UNITS	Unit Cost	Total Price
Construction Materials- Vista's Development				
Commscope FDH3000 Large Cabinet 864	1	EA		
30X48X24 FIBER VAULT W/ SOLID LID	2	EA		
48X72X36 FIBER VAULT W/COMMSCOPE LARGE FDH3000 VAULT MOUNT 2 PIECE LID ASSEMBLY	1	EA		
7 Way 16/13MM Microduct	410	FT		
Trace Safe Locate Wire	410	FT		
Isolation Blocks and Hardware for Existing Fiber Vaults & Peds	33	EA		
Fiber Materials- Vista's Development				
24 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	420	FT		
48 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	796	FT		
72 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	18434	FT		
144 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	4333	FT		
288 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	1182	FT		
4PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	0	EA		
4PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	0	EA		
4PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	0	EA		
6PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	2	EA		
6PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	0	EA		
6PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	1	EA		
8PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	2	EA		
8PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	0	EA		
12PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	1	EA		
Commscope Type B Splice Enclosure	8	EA		
Commscope Type A Splice Enclosure	2	EA		
Commscope Type D Splice Enclosure	4	EA		
Type B Splice Enclosure Splice Tray-24F	24	EA		
Type A Splice Enclosure Splice Tray-12F	4	EA		
Type D Splice Enclosure Splice Tray-72F	6	EA		
FOSC FLAT CABLE SEAL BLOCK-B &D CASE	12	EA		
FOSC FLAT CABLE SEAL BLOCK-A CASE	2	EA		
Networking and PON Equipment Materials- Vista's Development				
1x64 PON Cabinet Splitters	2	EA		
Fiber Jumpers for PON Splitters	3	EA		
1x64 "D" Case Splitter	0	EA		
Total Main Line Construction and Fiber Materials- Vista's Development:				**$ 51,772.50**

MAIN LINE CONSTRUCTION AND FIBER LABOR ESTIMATE	QTY	UNITS	Unit Cost	Total Price
Construction Labor- Vista's Development				
Install 30x48x24 Fiber Hand Hole assembly (24" deep)	2	EA	$ 765.45	$ 1,530.90
Install and Mount Fiber Distribution Hub (FDH) Large Cabinet on Hand Hole	1	EA	$ 437.50	$ 437.50
Modify Existing 17x30x18 Hand Hole Assembly	0	EA	$ 594.00	$ -
Install Isolation Blocks and Hardware Termination and testing at Existing Fiber Vaults and Pedestals	33	EA	$ 56.25	$ 1,856.25
Directional Bore and place up to 7 way Future-Path in Native Earth at 3ft to 6ft foot cover	385	FT	$ 28.60	$ 11,011.00
Fiber Labor - Vista's Development				
Install Micro-Fiber Cable by blowing or Jetting inside Micro-Conduit	25,163	FT	$ 0.80	$ 20,130.40
Install Multi-Service Terminal (MST) flat or round fiber tails into conduit	625	FT	$ 0.80	$ 500.00
Install Splice Enclosure and Termination (up to 288 fiber splice enclosure)	4	EA	$ 375.00	$ 1,500.00
Install Splice Enclosure and Termination (up to 144 fiber splice enclosure)	8	EA	$ 334.75	$ 2,678.00
Install Splice Enclosure and Termination (up to 48 fiber splice enclosure)	2	EA	$ 309.00	$ 618.00
145-288 Fusion Splices at one location	342	EA	$ 19.00	$ 6,498.00
49-144 Fusion Splices at one location	321	EA	$ 19.00	$ 6,099.00
13-48 Fusion Splices at one location	36	EA	$ 19.00	$ 684.00
Re-enter existing splice enclosure	1	EA	$ 300.00	$ 300.00
Install and Prep new cable for existing re-entered splice enclosure	1	EA	$ 315.00	$ 315.00
Uni-Directional OTDR Trace	324	EA	$ 4.00	$ 1,296.00
Bi-Directional OTDR Trace	24	EA	$ 8.00	$ 192.00
Label fiber count in FDH's and Telecom Shelter FDP's	6	EA	$ 52.50	$ 315.00
Stencile Fiber count on MST's	6	EA	$ 15.75	$ 94.50
Networking and PON Equipment Labor- Vista's Development				
Labor-Fiber Splicing Technician: FDH Cabinet Splitter Jumpers and fiber management	8	HR	$ 90.00	$ 720.00
Design, PM, CM, & Admin Labor- Vista's Development				
Labor-Project Engineer & Design Engineer	24	HR	$ 150.00	$ 3,600.00
Labor-Cad Operator	68	HR	$ 100.00	$ 6,800.00
Labor-Project Manger	14	HR	$ 180.00	$ 2,520.00
Labor-Project Field Inspector	28	HR	$ 100.00	$ 2,800.00
Labor-Senior Management	6	HR	$ 200.00	$ 1,200.00
Total Main Line Construction and Fiber Labor- Vista's Development:				**$ 73,695.55**
Total Main Line Fiber Project Materials & Labor:				**$ 125,468.05**

Cabinet 32 Vista's at the Point Addition - Cost Estimate 1.29.2026
(BASED ON 100% BUILD OUT OF TOWN HOMES ONLY ** See Note Below)**
Strata WO#'s: 20240229 (Drops) 20240230 (Installs)

SERVICE DROP AND INSTALLATION MATERIALS ESTIMATE	QTY	UNITS	Unit Cost	Total Price
Buiness and Large MDU Drop Materials- Vista's Development				
12 Count Loose Tube Flat Dielectric or Toneable Fiber Cable. **See Note Below**	4700	FT		
Trace Safe 19Ga Locate Wire. **See Note Below**	4700	FT		
Small MDU & SF Residential Service Drop Materials- Vista's Development				
12 Count Loose Tube Flat Dielectric or Toneable Fiber Cable	4024	FT		
4F 200FT DROP	10	EA		
4F 500FT DROP	1	EA		
1F 100FT DROP	0	EA		
1F 200FT DROP	0	EA		
1F 250FT DROP	0	EA		
1F 300FT DROP	0	EA		
Trace Safe 19Ga Locate Wire	5899	FT		
Buiness and Large MDU Installation Materials- Vista's Development				
Primex 125-0810 6 Line Exterior Fiber Box **See Note Below**	0	EA		
Small MDU & SF RESIDENTIAL Installation Materials- Vista's Development				
Primex 125-1898 2 Line Exterior Fiber Box	0	EA		
Primex 125-0810 6 Line Exterior Fiber Box	22	EA		
10' Fitel Ruggedized Jumper	0	EA		
25' Fitel Ruggedized Jumper	18	EA		
50' Fitel Ruggedized Jumper	22	EA		
75' Fitel Ruggedized Jumper	28	EA		
100' Fitel Ruggedized Jumper	7	EA		
150' Fitel Ruggedized Jumper	2	EA		
Fiber Jumper SCAPC-SCAPC 1 Meter SM BI	39	EA		
Buiness and Large MDU Customer ONT Equipment Materials- Vista's Development				
AXOS Subscriber License **See Note Below**	0	EA		
Calix XGS INTERIOR ONT **See Note Below**	0	EA		
Calix XGS ONT Mounting Bracket **See Note Below**	0	EA		
Small MDU & SF RESIDENTIAL Customer ONT Equipment Materials				
AXOS Subscriber License	77	EA		
Calix XGS INTERIOR ONT	77	EA		
Calix XGS ONT Mounting Bracket	77	EA		
			Total Drop and Install Materials:	**$ 26,252.08**

SERVICE DROP AND INSTALLATION LABOR ESTIMATE	QTY	UNITS	Unit Cost	Total Price
Business and Large MDU Service Drop Labor- Vista's Development				
Place and Proof at Business, Commerial, Industrial, SF, or MDU Mixed use locations micro-conduit and or fiber cable inside existing owner provided conduit pathway. 100 ft Minimum. **See Note Below**	3821	FT	$ 3.29	$ 12,571.09
Small MDU & SF RESIDENTIAL Service Drop Labor- Vista's Development				
Place and Proof at Business, Commerial, Industrial, SF, or MDU Mixed use locations micro-conduit and or fiber cable inside existing owner provided conduit pathway. 100 ft Minimum.	1426	FT	$ 3.29	$ 4,691.54
Business and Large MDU Installations Labor- Vista's Development				
Business, Commerial, Industrial, or MDU location Interior conduit or fiber cable routing as needed to complete premise installation. **See Note Below**	0	EA	$ -	
Business, Commerial, Industrial, MDU with 12 or more units, or Custom SF Residential fiber termination and customer premise Installation of Network Equipment at City Demarcation Point (ONT). **See Note Below**	0	EA	$ -	
Small MDU Installations Labor- Vista's Development				
MDU Residential New Building Termination. Terminate 1-12 Fiber cable inside IT Room termination or at exterior location.	22	EA	$ 371.25	$ 8,167.50
MDU Residential buildings with less than 12 units customer premise Basic/Typical Installation of interior Network Equipment at City Demarcation Point (ONT).	77	EA	$ 194.00	$ 14,938.00
SF RESIDENTIAL Installations Labor- Vista's Development				
Single Family Residential customer premise Basic/Typical Installation of interior Network Equipment at City Demarcation Point (ONT).	0	EA	$ 284.00	$ -
			Total Drop and Install Labor:	**$ 40,368.13**
			Total Service Drops and Installations Project Materials & Labor:	**$ 66,620.21**

**Note: The Large Business and MDU buildings, Buildings 1-5 and 1 Business Leasing office, are not included in the Installs cost estimate. More information is required from the developer to provide an accurate cost estimate for those items.

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8278

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4159
ISSUED TO: STRATA NETWORKS
211 EAST 200 NORTH
PO BOX 400
ROOSEVELT UT 84066

SHIP TO: LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

PURCHASE ORDER DATE: 01/28/2026 DEPARTMENT: FIBER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	Mainline Construction and Fiber Materials	85,250.63	85,250.63	59-50-54-000
1.00	Mainline Construction and Fiber Labor	130,464.78	130,464.78	59-50-54-000
1.00	Drop and Install Materials (100% take rate = 403 locations)	91,035.13	91,035.13	59-50-53-000
1.00	Drop and Install Labor (100% take rate = 403 locations)	185,440.89	185,440.89	59-50-53-000

TOTAL 492,191.43

COMMENTS/NOTES

New development construction - Inverness (Section A) - Completed by Strata Networks under the Network Operations Agreement. Includes 403 homes.

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***

Cabinet 33 NO FDH4550N Section A - Cost Estimate 01.09.2026

Strata WO#TBD

MAIN LINE CONSTRUCTION AND FIBER MATERIALS ESTIMATE	QTY	UNITS	Unit Cost	Total Price
Construction Materials				
Commscope FDH3000 Large Cabinet 864	1	EA		
17x30x24 FIBER VAULT W/ 1 PIECE SOLID LID PEDESTRIAN LOAD RATED BOX & LID ASSEMBLY	0	EA		
24x36x24 FIBER VAULT W/ 1 PIECE SOLID LID PEDESTRIAN LOAD RATED BOX & LID ASSEMBLY	0	EA		
30x48x24 FIBER VAULT W/ 2 PIECE SOLID LID PEDESTRIAN LOAD RATED BOX & LID ASSEMBLY	2	EA		
48x72x36 FIBER VAULT W/ FDH LID	1	EA		
16/13MM MICRODUCT	1670	FT		
4 Way 16/13MM MICRO-DUCT	264	FT		
19GA NEPTCO TRACE-SAFE LOCATE WIRE	2017	FT		
Fiber Materials				
288 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	14,585	FT		
144 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	1,054	FT		
96 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	3,045	FT		
72 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	3,632	FT		
48 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	1,186	FT		
4PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	3	EA		
4PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	3	EA		
4PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	2	EA		
6PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	1	EA		
6PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	2	EA		
6PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	1	EA		
6PORT MST W/ 750FT DIELECTRIC FIBER PIGTAIL	1	EA		
8PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	3	EA		
8PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	3	EA		
8PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	1	EA		
12PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	1	EA		
Commscope Type D Splice Enclosure	15	EA		
Commscope Type B Splice Enclosure	14	EA		
Type D Splice Enclosure Splice Tray-72F	24	EA		
Type B Splice Enclosure Splice Tray-24F	21	EA		
FOSC FLAT CABLE SEAL BLOCK-B/D CASE	29	EA		
Networking and PON Equipment Materials				
1x64 PON Cabinet Splitters	8	EA		
Fiber Jumpers for PON Splitters	16	EA		
Total Main Line Construction and Fiber Materials:				**$ 85,250.63**

MAIN LINE CONSTRUCTION AND FIBER LABOR ESTIMATE	QTY	UNITS	Unit Cost	Total Price
Construction Labor				
Isolation Blocks and Hardware Termination and testing at Existing Fiber Vaults and Pedestals	64	EA	$ 56.25	$ 3,600.00
Directional Bore and place up to 7 way Future-Path in Native Earth at 3ft to 6ft foot cover	264	FT	$ 28.60	$ 7,550.40
Install 24x36x24 Fiber Hand Hole assembly (24" deep)	0	EA	$ 708.75	$ -
Install 30x48x24 Fiber Hand Hole assembly (24" deep)	1	EA	$ 765.45	$ 765.45
Install 48x72x36 Fiber Hand Hole assembly (36" deep)	1	EA	$ 1,360.80	$ 1,360.80
Proof Conduit: Single conduits, single micro-conduits, or individual micro-conduits contained in a a bundle	73511	FT	$ 0.22	$ 16,172.52
Locate wire continunity testing	18377	FT	$ 0.08	$ 1,470.16
Install and Mount Fiber Distribution Hub (FDH) Large Cabinet on Hand Hole	1	EA	$ 437.50	$ 437.50
Place inside Existing 2" Conduit up to 4 Way Future-Path & Locate wire	835	FT	$ 5.40	$ 4,509.00
Fiber Labor				
Install Micro-Fiber Cable by blowing or Jetting inside Micro-Conduit	23,502	FT	$ 0.80	$ 18,801.60
Install Multi-Service Terminal (MST) flat or round fiber tails into conduit	2942	FT	$ 0.80	$ 2,353.60
Install Splice Enclosure and Termination (up to 288 fiber splice enclosure)	15	EA	$ 375.00	$ 5,625.00
Install Splice Enclosure and Termination (up to 144 fiber splice enclosure)	14	EA	$ 334.75	$ 4,686.50
Install Splice Enclosure and Termination (up to 48 fiber splice enclosure)	0	EA	$ 309.00	$ -
49-144 Fusion Splices at one location	83	EA	$ 19.00	$ 1,577.00
145-288 Fusion Splices at one location	512	EA	$ 19.00	$ 9,728.00
145-288 Fusion Splices at one location	144	EA	$ 19.00	$ 2,736.00
145-288 Fusion Splices at one location	900	EA	$ 19.00	$ 17,100.00
49-72 Fusion Splices at one location	125	EA	$ 19.00	$ 2,375.00
49-96 Fusion Splices at one location	65	EA	$ 19.00	$ 1,235.00
13-48 Fusion Splices at one location	37	EA	$ 19.00	$ 1,235.00
Re-enter existing splice enclosure	1	EA	$ 300.00	$ 300.00
Install and Prep new cable for existing re-entered splice enclosure	1	EA	$ 315.00	$ 315.00
UNI-Directional OTDR Trace	403	EA	$ 4.00	$ 1,612.00
BI-Directional OTDR Trace	36	EA	$ 8.00	$ 288.00
Label fiber count in FDH's and Telecom Shelter FDP's	1	EA	$ 52.50	$ 52.50
Stencile Fiber count on MST's	21	EA	$ 15.75	$ 330.75
Networking and PON Equipment Labor				
Labor - Fiber Splicing Technician (Networking)	4	HR	$ 132.00	$ 528.00
Design, PM, CM, & Admin Labor				
Labor-Project Engineer & Design Engineer	40	HR	$ 150.00	$ 6,000.00
Labor-Cad Operator	160	HR	$ 100.00	$ 16,000.00
Labor-Project Manger	4	HR	$ 180.00	$ 720.00
Labor-Project Field Inspector	8	HR	$ 100.00	$ 800.00
Labor-Senior Management	1	HR	$ 200.00	$ 200.00
Total Main Line Construction and Fiber Labor:				**$ 130,464.78**
Total Main Line Fiber Project Materials & Labor:				**$ 215,715.41**

Cabinet 33 NO FDH4550N Section A - Cost Estimate 01.09.2026 (Assuming 100% take Rate) Strata WO#TBD				
SERVICE DROP AND INSTALLATION MATERIALS ESTIMATE	**QTY**	**UNITS**	**Unit Cost**	**Total Price**
MDU & SF RESIDENTIAL Service Drop Materials				
18/14MM DROP MICRO-DUCT	0	FT		
19GA NEPTCO TRACE-SAFE LOCATE WIRE	0	FT		
1F 100FT DROP	40	EA		
1F 200FT DROP	38	EA		
1F 250FT DROP	6	EA		
1F 300FT DROP	3	EA		
4F 200FT DROP	1	EA		
12 Count Flat Fiber	16001	FT		
MDU & SF RESIDENTIAL Installation Materials				
Primex 125-1898 2 Line Exterior Fiber Box	88	EA		
Primex 125-0810 6 Line Exterior Fiber Box	67	EA		
Primex 125-0810 12 Line Exterior Fiber Box	3	EA		
10' Fitel Ruggedized Jumper	56	EA		
25' Fitel Ruggedized Jumper	50	EA		
50' Fitel Ruggedized Jumper	30	EA		
75' Fitel Ruggedized Jumper	54	EA		
100' Fitel Ruggedized Jumper	70	EA		
150' Fitel Ruggedized Jumper	143	EA		
Fiber Jumper SCAPC-SCAPC 1 Meter SM BI	202	EA		
MDU & SF RESIDENTIAL Customer ONT Equipment Materials				
AXOS Subscriber License	403	EA		
Calix XGS INTERIOR ONT	403	EA		
Calix XGS ONT Mounting Bracket	403	EA		
			Total Drop and Install Materials:	**$ 91,035.13**

	QTY	**UNITS**	**Unit Cost**	**Total Price**
MDU & SF RESIDENTIAL Service Drop Labor				
Place and Proof at Business, Commerial, Industrial, SF, or MDU Mixed use locations micro-conduit and or fiber cable inside existing owner provided conduit pathway. 100 ft Minimum.	24,561.00	FT	$ 3.29	$ 80,682.89
MDU Residential New Building Termination. Terminate 1-12 Fiber cable inside IT Room termination or at exterior location.	56	EA	$ 371.25	$ 20,790.00
SF RESIDENTIAL Installations Labor				
Single Family Residential customer premise Basic/Typical Installation of interior Network Equipment at City Demarcation Point (ONT).	88	EA	$ 284.00	$ 24,992.00
MDU Installations Labor				
MDU Residential buildings with less than 12 units customer premise Basic/Typical Installation of interior Network Equipment at City Demarcation Point (ONT).	304	EA	$ 194.00	$ 58,976.00
			Total Drop and Install Labor:	**$ 185,440.89**
			Total Service Drops and Installations Project Materials & Labor:	**$ 276,476.01**

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

8279

THS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

4159
ISSUED TO: STRATA NETWORKS
211 EAST 200 NORTH
PO BOX 400
ROOSEVELT UT 84066

SHIP TO: LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

PURCHASE ORDER DATE: 01/28/2026 DEPARTMENT: FIBER

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1.00	Mainline Construction and Fiber Materials	63,923.03	63,923.03	59-50-54-000
1.00	Mainline Construction and Fiber Labor	88,952.35	88,952.35	59-50-54-000
1.00	Drop and Install Materials (100% take rate = 189 units)	57,915.42	57,915.42	59-50-53-000
1.00	Drop and Install Labor (100% take rate = 189 units)	99,472.80	99,472.80	59-50-53-000

TOTAL 310,263.60

COMMENTS/NOTES

New development construction - Inverness (Section B). Completed by Strata through the Network Operations Agreement. Includes 189 homes.

FINAL ELECTRONIC APPROVAL BY: _____ DATED _____

*** This purchase order has been electronically approved through the City's automated workflow. All approval actions are recorded and available upon request. ***

Cabinet 33 NO FDH5150N Section B Inverness Fiber - Cost Estimate 01.27.2026

Strata WO#TBD

MAIN LINE CONSTRUCTION AND FIBER MATERIALS ESTIMATE	QTY	UNITS	Unit Cost	Total Price
Construction Materials				
Commscope ADC-FD3-AJ864J00GGBP7 Large Cabinet 864	1	EA		
17x30x24 FIBER VAULT W/ 1 PIECE SOLID LID PEDESTRIAN LOAD RATED BOX & LID ASSEMBLY	0	EA		
24x36x24 FIBER VAULT W/ 1 PIECE SOLID LID PEDESTRIAN LOAD RATED BOX & LID ASSEMBLY	1	EA		
30x48x24 FIBER VAULT W/ 2 PIECE SOLID LID PEDESTRIAN LOAD RATED BOX & LID ASSEMBLY	2	EA		
48x72x36 FIBER VAULT W/ FDH LID	1	EA		
16/13MM MICRODUCT	0	FT		
4 Way 16/13MM MICRO-DUCT	0	FT		
19GA NEPTCO TRACE-SAFE LOCATE WIRE	0	FT		
Isolation Blocks and Hardware For Existing Fiber Vaults & Pedestals	50	FT		
Fiber Materials				
288 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	8,506	FT		
144 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	-	FT		
96 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	3,442	FT		
72 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	3,608	FT		
48 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	5,430	FT		
24 Count Loose Tube Microfiber Cable (12 fibers per Buffer Tube)	1,416	FT		
12 Count Flat Fiber	-	FT		
4PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	3	EA		
4PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	1	EA		
4PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	6	EA		
4PORT MST W/ 750FT DIELECTRIC FIBER PIGTAIL	2	EA		
6PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	5	EA		
6PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	5	EA		
6PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	9	EA		
6PORT MST W/ 750FT DIELECTRIC FIBER PIGTAIL	1	EA		
8PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	2	EA		
8PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	2	EA		
8PORT MST W/ 500FT DIELECTRIC FIBER PIGTAIL	2	EA		
8PORT MST W/ 750FT DIELECTRIC FIBER PIGTAIL	2	EA		
12PORT MST W/ 100FT DIELECTRIC FIBER PIGTAIL	2	EA		
12PORT MST W/ 250FT DIELECTRIC FIBER PIGTAIL	1	EA		
Commscope Type D Splice Enclosure	8	EA		
Commscope Type B Splice Enclosure	3	EA		
Commscope Type A Splice Enclosure	7			
Type D Splice Enclosure Splice Tray-72F	10	EA		
Type B Splice Enclosure Splice Tray-24F	3	EA		
Type A Splice Enclosure Splice Tray-24F	7	EA		
FOSC FLAT CABLE SEAL BLOCK-B/D CASE	18	EA		
Networking and PON Equipment Materials				
1x64 PON Cabinet Splitters	1	EA		
Fiber Jumpers for PON Splitters	10	EA		
Total Main Line Construction and Fiber Materials:				**$ 63,923.03**

MAIN LINE CONSTRUCTION AND FIBER LABOR ESTIMATE	QTY	UNITS	Unit Cost	Total Price
Construction Labor				
Isolation Blocks and Hardware Termination and testing at Existing Fiber Vaults and Pedestals	50	EA	$ 56.25	$ 2,812.50
Directional Bore and place up to 7 way Future-Path in Native Earth at 3ft to 6ft foot cover	0	FT	$ 28.60	$ -
Install 24x36x24 Fiber Hand Hole assembly (24" deep)	1	EA	$ 708.75	$ 708.75
Install 30x48x24 Fiber Hand Hole assembly (24" deep)	2	EA	$ 765.45	$ 1,530.90
Install 48x72x36 Fiber Hand Hole assembly (36" deep)	1	EA	$ 1,360.80	$ 1,360.80
Proof Conduit: Single conduits, single micro-conduits, or individual micro-conduits contained in a a bundle	27971	FT	$ 0.22	$ 6,153.62
Locate wire continunity testing	27971	FT	$ 0.08	$ 2,237.68
Install and Mount Fiber Distribution Hub (FDH) Large Cabinet on Hand Hole	1	EA	$ 437.50	$ 437.50
Fiber Labor				
Install Micro-Fiber Cable by blowing or Jetting inside Micro-Conduit	22,402	FT	$ 0.80	$ 17,921.60
Install Multi-Service Terminal (MST) flat or round fiber tails into conduit	8685	FT	$ 0.80	$ 6,948.00
Install Splice Enclosure and Termination (up to 288 fiber splice enclosure)	6	EA	$ 375.00	$ 2,250.00
Install Splice Enclosure and Termination (up to 144 fiber splice enclosure)	3	EA	$ 334.75	$ 1,004.25
Install Splice Enclosure and Termination (up to 48 fiber splice enclosure)	7	EA	$ 309.00	$ 2,163.00
13-48 Fusion Splices at one location	20	EA	$ 19.00	$ 380.00
13-48 Fusion Splices at one location	31	EA	$ 19.00	$ 589.00
49-96 Fusion Splices at one location	58	EA	$ 19.00	$ 1,102.00
49-96 Fusion Splices at one location	32	EA	$ 19.00	$ 608.00
13-48 Fusion Splices at one location	37	EA	$ 19.00	$ 703.00
13-48 Fusion Splices at one location	42	EA	$ 19.00	$ 798.00
144-288 Fusion Splices at one location	137	EA	$ 19.00	$ 2,603.00
144-288 Fusion Splices at one location	58	EA	$ 19.00	$ 1,102.00
144-288 Fusion Splices at one location	60	EA	$ 19.00	$ 1,140.00
144-288 Fusion Splices at one location	10	EA	$ 19.00	$ 190.00
144-288 Fusion Splices at one location	324	EA	$ 19.00	$ 6,156.00
Re-enter existing splice enclosure	1	EA	$ 300.00	$ 300.00
Install and Prep new cable for existing re-entered splice enclosure	1	EA	$ 315.00	$ 315.00
UNI-Directional OTDR Trace	244	EA	$ 4.00	$ 976.00
BI-Directional OTDR Trace	36	EA	$ 8.00	$ 288.00
Label fiber count in FDH's and Telecom Shelter FDP's	1	EA	$ 52.50	$ 52.50
Stencile Fiber count on MST's	43	EA	$ 15.75	$ 677.25
Fiber Optic Cable Removal-Microfiber cable	0	EA	$ 0.94	$ -
Networking and PON Equipment Labor				
Labor - Fiber Blowing and Installation Technician	4	HR	$ 110.00	$ 440.00
Labor - Fiber Splicing Technician	2	HR	$ 132.00	$ 264.00
Design, PM, CM, & Admin Labor				
Labor-Project Engineer & Design Engineer	40	HR	$ 150.00	$ 6,000.00
Labor-Cad Operator	160	HR	$ 100.00	$ 16,000.00
Labor-Project Manger	8	HR	$ 180.00	$ 1,440.00
Labor-Project Field Inspector	12	HR	$ 100.00	$ 1,200.00
Labor-Senior Management	0.5	HR	$ 200.00	$ 100.00
Total Main Line Construction and Fiber Labor:				**$ 88,952.35**
Total Main Line Fiber Project Materials & Labor:				**$ 152,875.38**

Cabinet 33 NO FDH5150N Section B Inverness Fiber - Cost Estimate 01.27.2026 (Based on 100% Take Rate) Strata WO#TBD				
SERVICE DROP AND INSTALLATION MATERIALS ESTIMATE	**QTY**	**UNITS**	**Unit Cost**	**Total Price**
SF Residential Service Drop Materials				
18/14MM DROP MICRO-DUCT	100	FT		
19GA NEPTCO TRACE-SAFE LOCATE WIRE	14020	FT		
1F 100FT DROP	69	EA		
1F 200FT DROP	34	EA		
1F 250FT DROP	24	EA		
1F 300FT DROP	19	EA		
1F 400FT DROP	13	EA		
2F 200FT DROP	11	EA		
2F 250FT DROP	4	EA		
SF RESIDENTIAL Installation Materials				
Primex 125-1898 2 Line Exterior Fiber Box	174	EA		
Primex 125-0810 6 Line Exterior Fiber Box	1	EA		
Primex 125-0810 12 Line Exterior Fiber Box	0	EA		
10' Fitel Ruggedized Jumper	28	EA		
25' Fitel Ruggedized Jumper	25	EA		
50' Fitel Ruggedized Jumper	30	EA		
75' Fitel Ruggedized Jumper	24	EA		
100' Fitel Ruggedized Jumper	50	EA		
150' Fitel Ruggedized Jumper	32	EA		
Fiber Jumper SCAPC-SCAPC 1 Meter SM BI	95	EA		
MDU & SF RESIDENTIAL Customer ONT Equipment Materials				
AXOS Subscriber License	189	EA		
Calix XGS INTERIOR ONT	189	EA		
Calix XGS ONT Mounting Bracket	189	EA		
			Total Drop and Install Materials:	**$ 57,915.42**

	QTY	**UNITS**	**Unit Cost**	**Total Price**
SF RESIDENTIAL Service Drop Labor				
Place and Proof at Business, Commerial, Industrial, SF, or MDU Mixed use locations micro-conduit and or fiber cable inside existing owner provided conduit pathway. 100 ft Minimum.	13920	EA	$ 3.29	$ 45,796.80
SF RESIDENTIAL Installations Labor				
Single Family Residential customer premise Basic/Typical Installation of interior Network Equipment at City Demarcation Point (ONT).	189	EA	$ 284.00	$ 53,676.00
MDU Installations Labor				
MDU Residential buildings with less than 12 units customer premise Basic/Typical Installation of interior Network Equipment at City Demarcation Point (ONT).	0	EA	$ 194.00	$ -
			Total Drop and Install Labor:	**$ 99,472.80**
			Total Service Drops and Installations Project Materials & Labor:	**$ 157,388.22**

Agenda Item No: 3.2

City Council Agenda Item Report

Meeting Date: February 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve City Council Meeting Minutes

Suggested Action:

Attachments:

011326 Minutes- Draft.docx

153 North 100 East
Lehi, UT 84043
(801) 768-7100

Minutes of the **Regular Meeting** of the **Lehi City Council** held **January 13, 2026,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Paul Binns, Mayor
Rachel Freeman, Council Member
James Harrison, Council Member
Emily Lockhart, Councilmember
Heather Newall, Council Member
Michelle Stallings, Council Member

Others Present: Jason Walker, City Administrator; Kim Struthers, Community Development Director; Lorin Powell, City Engineer; Ryan Wood, City Attorney; and Teisha Wilson, City Recorder.

Work Session/ Work Session/Pre-Council: 4:30-6:30 p.m.

1) Welcome and Opening Comment

Mayor Binns welcomed everyone and noted that all Councilmembers were present. Councilor Harrison gave the opening comment.

2) Presentations, Reports, and Discussion

2.1) PARC Tax Recipient Report- Harrington Center for the Arts

Spencer Stevens reported on the grant funds received from Lehi City. He stated the grant was used for the "Chalk It Up" festival at Adobe in conjunction with Round-Up week. The estimated attendance was 10,000 in 2024 and 11,000 in 2025.

2.2) Noise Ordinance Review- Community Development

Kim Struthers presented the most recent draft, and the council reviewed the updates, including who can be cited, allowed hours, how sound is measured, and the penalty level. They confirmed a general enforcement approach of education and voluntary compliance first, with citations used when people refuse to cooperate. There was broad agreement to standardize noisy work to no earlier than 7:00 a.m. year-round, without separate summer/winter hours, and to use a relatively short 30-second measurement window for violations.

They discussed equipment and costs, noting that the city has basic and Type 2 meters but may need to purchase a more precise (and more expensive) Type 1 meter if cases regularly go to court. Kim Struthers clarified where to measure noise and how it applies

to each zone. On penalties, the draft moves violations to a Class C misdemeanor. There was a concern that a Class C may not have enough "teeth" to it. Ryan Wood suggested that downgrading to Class C would not undercut enforcement but would better align the penalty with the actual seriousness of typical noise cases.

The ordinance will come back for final review and consideration at a future meeting.

2.3) Open Public Meetings Act (OPMA) Training- City Attorney

Ryan Wood presented the training to the Council and provided an overview of the Open and Public Meetings Act (OPMA), emphasizing that public business must be conducted openly so the public can see both decisions and deliberations. He explained the differences between a public meeting and a public hearing, and defined key terms like public body, quorum, and what constitutes a "meeting". Using hypotheticals, he clarified when casual or social gatherings are not meetings and when they can effectively become meetings if council business is discussed. He also outlined when and how the council may go into a closed session (e.g., personnel, litigation, real estate), the rules for electronic communication between members, notice and agenda requirements, and the penalties and risks for violations.

2.4) Presentation of the Transportation Impact Fee Facilities Plan and Analysis- Bowen Collins and Associates

Rachel, with Bowen, Collins, and Associates, presented on the transportation impact fee update. The transportation impact fee update uses the Transportation Master Plan to set how much new development should pay toward road projects needed in the next 10 years. Based on how much each project benefits existing users versus new growth, the consultant recommended a per-trip fee of $146.87, implemented as a schedule that raises today's fee by about 10% in 2026 (to roughly $134 per trip) and about 20% by 2035. The council discussed the need to update the fee regularly (about every two years) to reflect inflation and changing project costs.

2.5) Discuss Council Assignments, including the ULCT Policy Committee Assignment

The council needed to designate three voting seats on the ULCT Legislative Policy Committee. It's typical to have the Mayor and then a council member or staff. Councilor Freeman suggested that Councilor Stallings, as the Mayor Pro Tempore, should be involved. Councilor Harrison also expressed his interest. It was decided that Mayor Binns, Councilor Stallings, and Councilor Harrison be selected as voting members with Jason and Cameron as Alternates. Jason encouraged all councilmembers to engage with the state elected officials.

2.6) Discussion on Modifying the 700 S Bike Lanes

The council held a preliminary discussion about the 700 South cycle track/bike lanes after Councilor Harrison reported that residents want changes to the current configuration. Staff reviewed the project history: it was funded primarily with MAG trail money, because of budget limits, the city built a two-way bike facility on one side with plastic bollards instead of a fully curbed "trail-like" configuration. Engineering raised concerns that changing the design too much may jeopardize phase 2 MAG funding (2300 West toward the Jordan River), since that phase was approved as part of a cycle-track

concept. Staff also showed examples of various configurations (curbed islands, trail behind the curb, etc.), shared early use data, and acknowledged public concerns and the need for better outreach. The council asked staff to come back with design options, costs, and funding implications, including how potential changes would affect the already-approved next phase.

2.7) Discussion on establishing the Lehi Small Business Council

Moved to the end of the regular agenda.

2.8) City Council and Planning Commission Procedures for Resignation/Vacancy

Moved to the end of the regular agenda.

2.9) Discussion on Request to the State for Equitable Transportation Investment and Local Flexibility in Housing Implementation

Moved to the end of the regular agenda.

3) Agenda Questions

None.

4) Administrative Report

Moved to the end.

5) Mayor and Council Reports

Moved to the end.

Regular Session, 7:00 p.m.

1) Welcome, Roll Call, Pledge of Allegiance

Mayor Binns welcomed everyone and noted that all Councilmembers were present. Councilor Stallings led the pledge of allegiance.

2) Presentations and Reports

2.1) Commanders Award- ICAC Affiliate Agency of the Year 2025- Presented to Lehi Police SVU Team from the Utah Attorney General's Office.

Representatives from the Utah Attorney General's Office / ICAC Task Force presented an award to Lehi's Special Victims Unit (SVU) and police leadership, recognizing them as the ICAC affiliate agency of the year for their work on Internet Crimes Against Children and related rescues and arrests.

3) 20 Minute Citizen Input

Chad Watkins (Strong Towns Lehi) urged the city to install curb extensions (bulb-outs) near schools, citing Lehi pilot projects that showed lower speeds and better driver stopping. He said physical street changes are an effective way to protect children and other pedestrians.

DRAFT

Leah J (Strong Towns Lehi) referred to the recent student–vehicle crash near Lehi High School and argued the focus should be on safer street design, not just blaming individuals. She called for clearer separation between high-speed roads and people-oriented streets and supported curb extensions and traffic calming on busy routes with schools.

4) Consent Agenda

4.1) Approve Purchase Orders

4.2) Approve City Council Meeting Minutes

Motion: Councilor Newall moved to approve the Consent Agenda. Councilor Stallings seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

Regular Agenda

5) Consideration of Approval of the 2026 City Council Meeting Schedule.

The Council considered when and how often to hold work sessions. They weighed the need for more structured work time (for in-depth items like master plans and complex ordinances) against their own work and family schedules. Avoiding Thursdays due to Planning Commission meetings was discussed. Several options were considered—Thursday daytime work sessions and combining work sessions with regular meetings—but there were concerns about fairness to members with daytime jobs and about overloading regular meeting nights.

In the end, the council reached a compromise to add one standalone work session each month on the second Monday, in addition to the Regular Council meetings on the second and fourth Tuesdays at 7:00 p.m., with Pre Council at 4:30, which will also include work session items, and that work sessions can be added as needed.

Motion: Councilor Harrison moved to approve the 2026 City Council Schedule, with the additional second Monday of each month work session at 4:00 p.m. Councilor Stallings seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

6) Consideration of Resolution #2026-01, approving the Resolution of Intent to Annex Property for the Kirkham Estates Annexation, approximately 7.24 acres located at approximately 500 East 700 South with proposed TH-5 zoning.

A representative from Flagship Homes (under contract with the property owner) appeared and confirmed that they are pursuing annexation first; no specific development plan has been finalized beyond the TH-5 zoning request.

Motion: Councilor Stallings moved to approve Resolution #2026-01, a Resolution of Intent to Annex Property for the Kirkham Estates Annexation, approximately 7.24 acres located at approximately 500 East 700 South, with proposed TH-5 zoning, including all Development Committee Review Comments. Councilor Freeman seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

7) Consideration of Resolution #2026-02, making an assignment to the Utah Lake Authority Governing Board.

The Resolution designates Mayor Binns as Lehi City's representative.

Motion: Councilor Newall moved to approve Resolution #2026-02, making an assignment to the Utah Lake Authority Governing Board, and that it will be Mayor Paul Binns. Councilor Harrison seconded the motion.

Roll Call Vote: YES: Councilor Freeman, Councilor Harrison, Councilor Lockhart, Councilor Newall, and Councilor Stallings. The motion passed unanimously.

8) Continue with Work Session Items as Needed.

2.7) Discussion on establishing the Lehi Small Business Council

Councilor Harrison proposed creating a Lehi Small Business Council—an unpaid advisory group of Lehi small business owners, including home-based businesses. Its role would be to meet regularly, gather input from small businesses about red tape, licensing, zoning, and other city processes, and then report to the City Council (e.g., twice a year) with concrete recommendations on how the city can better support them.

Council members generally supported the idea and added that the small business council should represent multiple industries (retail, food, manufacturing, etc.). They discussed modeling it after other advisory boards, having a council liaison, and involving staff (likely Economic Development / Community Development). Jason Walker said staff would research how other cities structure similar councils, examine successful models and bylaws, and return with a recommended framework for the council to consider and formally establish later.

2.8) City Council and Planning Commission Procedures for Resignation/Vacancy

The council spent time reviewing how resignations and vacancies are handled for both the City Council and the Planning Commission, using the recent appointments as context.

For City Council vacancies, City Attorney Ryan explained that the process is controlled by state law, not city code. A resigning council member should submit a written notice to the legislative body (the full council), the city must give at least 14 days' public notice of the vacancy, and then the council fills the vacancy in an open meeting. Ryan acknowledged that in December, some steps weren't executed perfectly (e.g., the resignation letter first going to the mayor and then to the council, but characterized these as technical ("harmless") errors rather than defects that would invalidate the appointment. The purpose of the law, council notice, and an open appointment was still met.

For the Planning Commission, Ryan noted that its bylaws require members intending to resign to give written notice to the City Council, the Planning Commission, and the Mayor, with a resignation date that allows time to appoint a replacement. There was concern that members said they did not see a resignation notice until the night of the appointment, and only later realized the bylaws required broader notice. Ryan again treated this as a procedural miss, not something that would undo the commission appointment.

Several council members stressed that process matters and that they want future vacancies handled strictly according to statute and bylaws. Councilor Stallings raised concern that, during the December council appointment, the mayor stopped the vote once a majority was reached, preventing her and another member from formally voting; Ryan accepted responsibility, saying his advice about ending "rounds" was misunderstood by the Mayor as ending the entire vote. Both Councilor Harrison and Councilor Freeman emphasized that even under a perfect process, they still would have supported appointing Councilor Lockhart, and multiple members publicly affirmed that her seat is legitimate and that the intent of this discussion was to clarify and improve procedures going forward, not to challenge her appointment.

2.9) Discussion on Request to the State for Equitable Transportation Investment and Local Flexibility in Housing Implementation

The council discussed a draft resolution aimed at (1) seeking more equitable state transportation investment in northwestern Utah County and (2) pushing back on state mandates around local housing and zoning.

Councilor Harrison had drafted a resolution pointing out that Utah County's high growth and economic contribution are not matched by transportation funding, especially when compared with Weber and Davis Counties. He stressed that Lehi and neighboring cities (Eagle Mountain, Saratoga Springs, American Fork) urgently need major road investments—like 1900 South and better I-15/Redwood connections—and that, at the same time, the Legislature is increasingly pre-empting cities' land use and zoning authority with new housing mandates. There was discussion to possibly split the draft into two resolutions- one on transportation, one on housing/zoning).

Other council members agreed with the concerns but urged a careful, coordinated strategy. Jason Walker recommended working closely with the Utah League of Cities and Towns (ULCT) and with other cities on any formal resolution, since the League may already be organizing a statewide response on preemption. Councilor Newall and Councilor Lockhart emphasized that Utah County just received a $1.4 billion package (Mountain View Corridor acceleration, 2100 North, Pioneer improvements), which is rare and should be acknowledged with gratitude and a collaborative tone. They argued any push for more funds or local control should be done in partnership with regional bodies like MAG and through direct relationship-building with legislators

There was general agreement that:

- The transportation and preemption issues are real and urgent.
- Lehi should not act alone, but work with neighboring cities, MAG, and ULCT,
- Drafts should be sent to ULCT (Cameron Diehl) for feedback on wording and strategy, and
- The council should get an update on the relevant pending state bills before deciding how to formally proceed.
- This will continue to be refined.

4) Administrative Report

Jason explained that instead of one long budget retreat, he proposed two half-day sessions: a "Budget/Public Finance 101" training led by Finance Director Dean, and a second half-day to finish the retreat topics, scheduled on separate dates in late January and early February to fit everyone's calendars.

5) Mayor and Council Reports

During council reports, members gave short updates on their assignments. Councilor Stallings reported that the Hutchings Museum held a very successful, sold-out Skinwalker Ranch presentation and is doing well with its monthly programs. Councilor Harrison described a recent ride-along with Lehi Police that reinforced his view that the department needs to stay fully staffed as the city grows, and Mayor Binns announced a retirement reception for Fire Captain Ricky Evans at Station 84.

On arts and culture, Councilor Freeman mentioned attending a December Lehi Arts Council production and noted potential collaboration with Pleasant Grove's "Ruth" theater. Councilor Newall added that she has been working with Lehi Arts and the Timpanogos Arts Foundation in American Fork to coordinate productions, share resources like costumes, and improve cross-promotion. Heather also reported from the Library Board that a school bookmark contest was held and the winning designs will be printed and available at the new library. Finally, Councilor Lockhart, temporarily covering the Parks Committee, said she attended their meeting and that the group is developing an innovative idea with Parks staff, with more details to follow once assignments are finalized.

9) Adjournment

Approved: [Enter Date]

Attest:

Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: February 10, 2026
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of JDH Development's request for approval of an exception for a required trail connection to a master planned trail and to meet the block length, the exception is requested due to grade on Vivian Estates Phase 2B Located at approximately 2600 North and 600 East.

Suggested Action:

Attachments:

Vivian Estates 2B Exception.pdf

VIVIAN ESTATES 2B TRAIL EXCEPTION

CITY COUNCIL REPORT

Applicant	JDH Development		
Meeting Date	February 10, 2026		
Requested Action/Purpose	Approval of a proposed exception to the connectivity requirement		
Decision Type	Administrative		
Location	Approximately 2600 North and 600 East		
Project Area	2.87 acres		
Existing Zoning	RA-1		
General Plan Land Use Designation	Very Low Density Residential (VLDR)		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	RA-1	Single Family Homes
	South	RA-1	Vivian Estates Phase 3 (approved)
	East	R-1-15/TH-5	Undeveloped
	West	RA-1	Single Family Homes
Date of DRC Review	December 17, 2025		
Date of Planning Commission Review	January 22, 2026		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Public hearing, review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.260. Site Plan Approval Process.

Permitted Uses.

1. Site plans associated with a permitted use require review an approval by the Reviewing Departments. Site Plans requesting exceptions to Code requirements require approval by the Planning Commission for the requested exceptions. The Reviewing Departments may require that the approval of a site plan be forwarded to the Planning Commission if they determine the standards in the Development Code are unclear, or that the project is likely to have extenuating or unforeseen impacts beyond what would normally be expected on issues such as traffic, lighting, or compatibility of uses.

Section 37.040. Connectivity Standards.

1. An additional link shall be included in the connectivity index calculation for each of the following:

   a. shared use path connection through a cul-de-sac with a minimum path width of ten feet including landscaped shoulders on each side of at least five feet in width for a minimum corridor width of 20 feet (see Figure 150);

1. Required Connectivity Index. The minimum required connectivity index shall be required based on the project density as identified in the following table of minimum connectivity index scores:

Density	Index Score
0-2.5 DU/AC	1.5
2.6-4 DU/AC	1.6
4.1-6 DU/AC	1.7
6+DU/AC	1.8

a. Reduction in Required Connectivity Index. The required connectivity index may be reduced if the applicant provides clear and convincing evidence that it is impracticable to achieve due to:

i. road grades that exceed ten percent;

ii. Jordan River;

iii. Utah Lake;

iv. delineated wetlands;

v. other significant natural or historic features such as Dry Creek or the Waste Ditch drainage channel;

vi. existing adjacent development;

vii. rail corridors; or

viii. limited access roadways.

b. Reductions in the required connectivity index will be reviewed on a case-by-case basis and shall require positive recommendations from the reviewing departments and Planning Commission and approval by the City Council.

PROPERTY HISTORY

Dec 13, 2016	The City Council approved a concept plan for the Vivian Estates subdivision.
Mar 22, 2017	The Vivian Carter Addition annexation was recorded and included the subject property. The annexation assigned the RA-1 zone only to the current phase of the overall development. Future phases will require separate zone changes.
August 29, 2017	The City Council approved the Vivian Carter Phase 2 Zone Change, granting RA-1 zoning to the subject property.
January 8, 2019	The City Council approved Vivian Estates Phase 2, including this phase and the previous one.

REPORT ANALYSIS

The applicant requests approval of a proposed exception to the connectivity standards removing a trail connection for Vivian Estates Phase 2B. This is a final subdivision that receives approval from City Staff if it meets all the Code requirements. It includes 6 lots. All the Code Requirements have been met but the applicant requests removal of the required trail.

The trail is required to meet the connectivity index and connect into master planned trails. 600 East has a newly completed master planned trail. Providing a connection would give the community direct trail access.

In January 2019, City Council approved the Vivian Estates Phase 2 Preliminary Subdivision. This subdivision included a trail connection midblock on 550 East. It was shown to meet the connectivity requirements.

The applicant now requests to remove the trail completely due to the steep grade. The Development Code does allow exceptions to the connectivity requirements and trail connections based on grade. The applicant provided a narrative as well as the grading with the proposed trail connections.

The City Council may choose to remove the trail connection due to concerns with grade or can still require the trail connection in accordance with the connectivity standards.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the trail connection exception. Any motion should include findings. Possible findings include:

1. The applicant provided/ did not provide enough information to justify removing the required trail based on grade.
2. The proposed trail will provide/ will not provide safe access to 600 East and the surrounding area.
3. Additional findings based upon information presented during the public meeting.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed exception to the connectivity requirements on January 22, 2026. The minutes and motion from that meeting follow.

3.2) Public hearing and recommendation of JDH Development's request for an exception for a required trail connection to a master planned trail and to meet the block length; the exception is requested due to grade on Vivian Estates Phase 2B located at approximately 2600 North and 600 East.

Katie Bussell presented the item. The plan has been previously approved by City Council with an included trail connection. The applicant has requested that it be removed, due to the steep grading on the site.

Austin Cooper was present, representing JDH Development. He shared some pictures that highlighted the steepness of the grade. He explained that the installation of 600 East impacted the build site and made the trail connection significantly more difficult to include. He explained that the grade in places may go over the maximum allowed 8%. He also shared concerns about the trail connecting perpendicularly with a busy street.

Commissioner Su'a-Filo asked if Lehi City installed 600 E. City staff explained that Lehi City installed the road, and that the developer was asked to put a hold on construction until it was completed. Rather than the planned straight route, the road cut into the planned lots, and caused the changes in slope where the trail was planned. Kim Struthers explained that the city worked with the developers, and that it was a long process that went through many iterations. He suggested stairs as an option that may work with the steep slope.

Commissioner Su'a-Filo asked how the trail system would be accessed without the included connection. Cooper explained that people would have to exit the development and go around it to access the trail.

Commissioner Eyre asked if the primary concern was the engineering challenge. Cooper affirmed that it was. He explained that in the initial concept, the trail was asphalt. Stairs would have to be made of concrete and would be more expensive to build and maintain.

Commissioner Kunze asked if there was any other connections provided in lieu of the trail, as it is a connectivity requirement. Cooper explained that there is not anything provided in lieu. He also explained that he feels the city has taken quite a bit from the developer with how the installation of 600 E worked out. Creating the trail will cut into each adjacent lot and render about 100 square feet of each lot unusable. JDH is already unsure about the ability to build homes on certain lots and may have to combine lots to make them functional.

Commissioner Jackson asked if the concern was the financial impact, or the impact on the lots. Cooper explained that from an engineering standpoint, JDH can't make the trail make sense. Installing it in a better space will render different lots unusable and would result in needing to shift utilities. Commissioner Jackson admitted that Lehi is responsible for the issues with installation, but that he was also uncomfortable with ignoring connectivity standards. JDH has met with the city and has discussed possibilities of reimbursement from the city.

Commissioners Jackson and Su'a-Filo asked city staff their opinions on the images depicting the slope. Staff confirmed that the pictures are accurate to the slope on site.

Commissioner Eyre shared his positive experiences living next to the trail system. He is very defensive of connectivity

standards, as his neighborhood has bad connectivity and it severely limits how much use the trails get. He thinks that removing the access will hurt the neighborhood and the community. He likes the idea of a staircase.

Commissioner Jackson reemphasized that this is a result of the city's actions in installing 600 E.

Commissioner Gehman agreed that stairs are the best solution. She argued that stairs would make the trail less accessible than if it were sloped. Commissioner Eyre argued that stairs would be more accessible than not having any access at all. City code does not require trails to be ADA compatible.

The Commission consulted Gary Ellis. Ellis explained that initially a 40-foot wall was planned along 600 E but has since been lowered and/or eliminated. He explained that HadCo was compensated for the loss of land that resulted from the 600 E installation. He mentioned that other trails in the area will be up to 6%, so 8% is not an absurd ask. The city recommends installing the trail at a diagonal, in order to keep it mostly flat. Cooper explained that putting the trail in that location would cause lots and utilities to shift. Ellis also recommended some improvements be made to separate the trail from the street. Commissioner Jackson asked what would be more expensive for the city, footing the bill for shifting utilities or for stair installation and maintenance. Ellis didn't have an exact answer but assumed the costs would be similar.

Commissioner Jackson asked what the developer would prefer if Lehi City is footing the bill. JDH would prefer installing stairs, as it would not delay construction on lots that would otherwise need utilities moved. Cooper isn't sure what the cost would be, as he hasn't run the numbers.

Commissioner Eyre opened public comment.

There was one online comment from Montaigne Hamilton. She thinks the connectivity standards are not needed in this situation, as there is nothing to connect to, but she worries that allowing an exception will set a precedent.

Commissioner Eyre closed public comment.

Commissioner Jackson is in favor of installing stairs and retaining walls to maintain the buildability of adjacent lots. Commissioner Su'a-Filo argued that stairs would create undue maintenance responsibilities for the city, and money down the drain. He doesn't like the idea of adding an ongoing cost to the city.

Commissioner Gehman shared that she would like trails to be accessible, even if its not required by code. She also understood that it would create issues for the city and/or the developer if this standard is upheld. She shared that she would almost prefer not to have a connection in that case.

Gary Ellis explained that, given the grade, normal outdoor stairs would be about what is required for the site anyway. Wide landings would be needed, which would make the stairs marginally more accessible.

Commissioner Eyre mentioned that the property has been devalued, but that the city has already remediated the cost. He sees this as a connectivity standards issue.

Commissioner Jackson felt the city should be the entity to put connectivity in, as it is the fault of the city that the issues have been created. He views it as part of the social contract between the city and its residents.

Commissioner Eyre mentioned other properties where the Commission required pedestrian access, even in cases where road connections were excepted.

> **Motion:** Commissioner Jackson moved to give a negative recommendation to the Lehi City Council with the findings that the proposed trail is a part of the connectivity standards that the city does not want to compromise on, and that it can be achieved in a safe manner by installing stairs on the 8% grade. He recognizes that Lehi City created the situation and has a responsibility to the citizens to meet the promised standards. He included all DRC comments. Commissioner Su'a-Filo seconded.
>
> **Vote:** Commissioner Eyre, yes. Commissioner Kunze, yes. Commissioner Jackson, yes. Commissioner Gehman, yes. Commissioner Su'a-Filo, yes.
>
> Motion passed unanimously.

Vivian Estates Phase 2B
DRC Redline Comments

JDH Development – requests final subdivision review of Vivian Estates Phase 2B, a 4-lot residential development located at 2600 North 600 East.

DRC Members Present: Jake Plymale, Garion Rowett, Ryan Allred, Shelbey Brewer, Kim Struthers, Gary Smith, Brad Kenison, James Farnsworth
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Austin White and Austin Cooper
Date of Plans Reviewed: 12/10/25
Time Start: 1:15pm
Time End: 1:40pm

DRC REDLINE COMMENTS:
Jake – Power:
1. No concrete wall/fence in easement (600 E.)- interferes with existing power line. Move behind the easement.

Brad- Fiber: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks:
2. Show trail connection. The page showing the trail connection (page L1 DRC submission 10/16/2024) was missed when compiling this plan set.
   Page 88 of Chapter 37 reads 2. Pedestrian connections shall be utilized to connect proposed developments to master planned trails and adjacent existing or future developments where applicable. Connections shall be of a hard surface with a minimum width of ten feet including landscaped shoulders on each side of at least five feet in width.
   600 East is a master planned trail and therefore requires, as per code, a trail connection.
3. Install 4" curb along property boundary.
4. Please show that fence runs the entire back of the lots.
5. Please leave tags on plant material to be verified in the field by a Lehi City official.
6. Provide landscaping plan for trail corridor.

Gary S – Building/Inspections: No comments
Shelbey – Public Works: No comments. Update SWPPP to include this phase
Gary E– Engineering:
7. The approved concept plans show a trail connection to 600 E but could be moved to the north side of lot 232 for grading reasons.
8. Add note to plat:
   Driveway for lot 231 shall be placed on the far west side of the lot
9. Position driveway immediately east of the water connections
10. Provide a drainage swale along property lines to prevent storm water from running onto adjacent properties. (typ)
11. Add a note about reseeding for the lots along 600 East if they do not immediately develop

Kim – Planning:
12. Reword title block to "including an amendment to Lot 229...."
13. Remove "front" from the address block for clarity. still include it but outside of the address rectangle.
14. Keep the fence posts out of the trail so a full 10' of trail is maintained.

PRECON MEETING REQUIRED? (FULL)
PRIOR TO SCHEDULING A PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements to Lehi City Engineering. (Stefanie Daggs- Sdaggs@lehi-ut.gov or 385-201-2523)
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Incomplete landscaping and/or irrigation plans may require additional comments to be addressed as part of the check-off process.
5. Include surveyor's and engineer's stamps and signatures on the construction drawings.
6. Show lot addresses on the final plat (must coordinate with Planning Division).
7. Update the SWPPP
8. Obtain PLSS (Public Land Survey System) clearance letter from the Utah County Surveyor Office. If there are PLSS monuments located on or adjacent to property a monument excavation permit may be required.
   Per Utah Code 17-23-14 and 17-23-15. Contact info. Email surveyor@utahcounty.gov Address 2855 South State Street, Provo, UT 84606 (801) 851-8671 or (801) 851-8669.
9. Address any comments or conditions from City Council approval.
10. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
11. Planner needs to sign off on building plans prior to the precon meeting

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
4. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

1. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
2. Developer is responsible to purchase, move or remove any existing RMP facilities.
3. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
4. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one 24x36 set of plans submitted to the Planning Department. When changes need to be made to a check-off set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet.
5. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
6. All signage will require a separate review and approval process
7. All required private improvements (except private landscaping) shall be completed prior to the certificate of occupancy being granted.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

THIS ITEM CAN SUBMIT UPDATED PLANS FOR CHECK-OFFS

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

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Vivian Estates Phase 2B – Code Exception Request to Remove Trail Connection Requirement

Vivian Estates Phase 2 was originally designed for preliminary in 2019, prior to the full design updates for 600 East raodway project. The original design for Phase 2 included a pedestrian access connecting the phase to 600 East, and provided required connectivity for the project. Prior to the design of 600 East, this was a safe connection accessign a portion of 600 East that was gently sloped, and with a roadway width more similar to a residential road, with connections only between residential areas.

Currently, the design for Vivian Estates Phase 2 abuts a wider 600 East, which has been redesigned to bring the slope of the road more northward, closer to the Phase 2 connection, and is now a through-road connecting the 2600 N to Family Park and the south side of 600 East. The increased slope from 600 East in the area of Phase 2B, and the increased travel expected on this road creates an increased risk for pedestrians accessing 600 East from Phase 2. The direct connection – either perpendicular (Appendix B) or skewed (Appendix C) will increase risk of accidents between pedestrians and vehicles as pedestrians access 600 East according to the plans created prior to the current layout of the area.

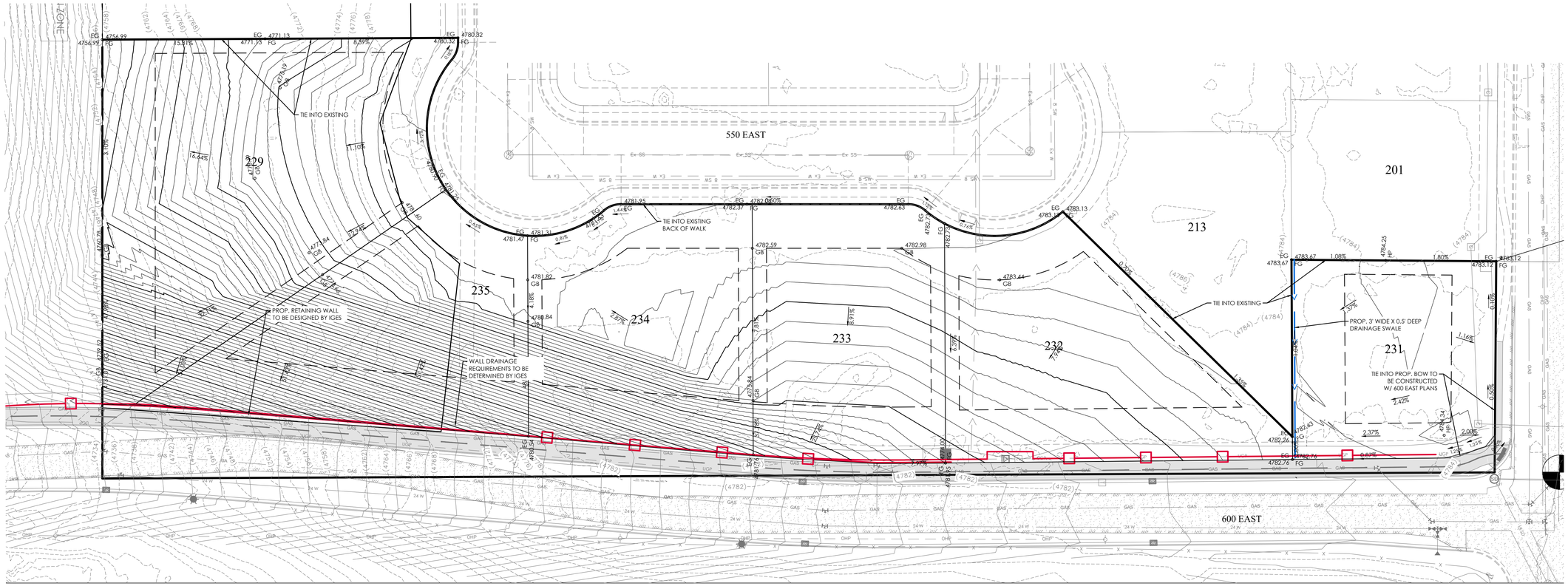
With the current layout and construction of 600 East, it has become a greater risk to provide pedestrian access to 600 East from Vivian Estates Phase 2B than the benefits of the connection provide, and an exception to the code allowing the removal of this connection requirement would be ideal to providing the maximum safety for this community. This updated design is shown in Appendix A.

APPENDIX A

PHASE 2B LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
EXIST. 12"RCP SD	Ex 12 SD
EXIST. 18"RCP SD	Ex 18 SD
EXIST. 10" SDR-35 SEWER	Ex 10 SS
EXIST. 8" DR-18 C900 WATER	Ex 8 W
EXIST. 10" DR-18 C900 SEC. WATER (PURPLE PIPE)	Ex 10 SW
EXIST. FENCE	X X X X
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	XXXX.XX

NOTE:
WATER AND FIRE PROTECTION MUST BE PROVIDED DURING ALL GRADING ACTIVITIES NEAR THE WILDLAND URBAN INTERFACE



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

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VIVIAN ESTATES PHASE 2B

LEHI CITY, UT

GRADING PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

GRADING PLAN

Scale:	1"=30'	Drawn:	ATW
Date:	12/9/2025	Job #:	17-224
Sheet:	C4		

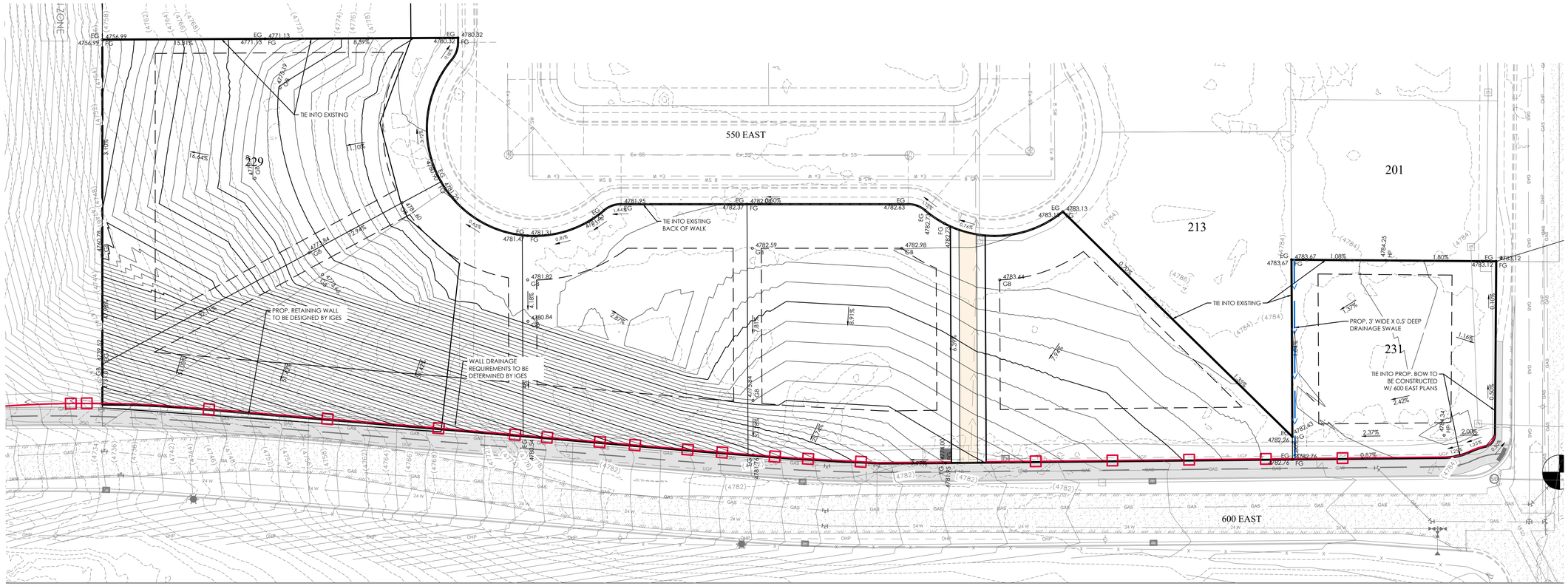
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APPENDIX B

PHASE 2B LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
EXIST. 12"RCP SD	Ex 12 SD
EXIST. 18"RCP SD	Ex 18 SD
EXIST. 10" SDR-35 SEWER	Ex 10 SS
EXIST. 8" DR-18 C900 WATER	Ex 8 W
EXIST. 10" DR-18 C900 SEC. WATER (PURPLE PIPE)	Ex 10 SW
EXIST. FENCE	X X X X
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	XXXX.XX

NOTE:
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GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
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VIVIAN ESTATES PHASE 2B

LEHI CITY, UT

GRADING PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

GRADING PLAN

Scale:	1"=30'	Drawn:	ATW
Date:	12/9/2025	Job #:	17-224
Sheet:	C4		

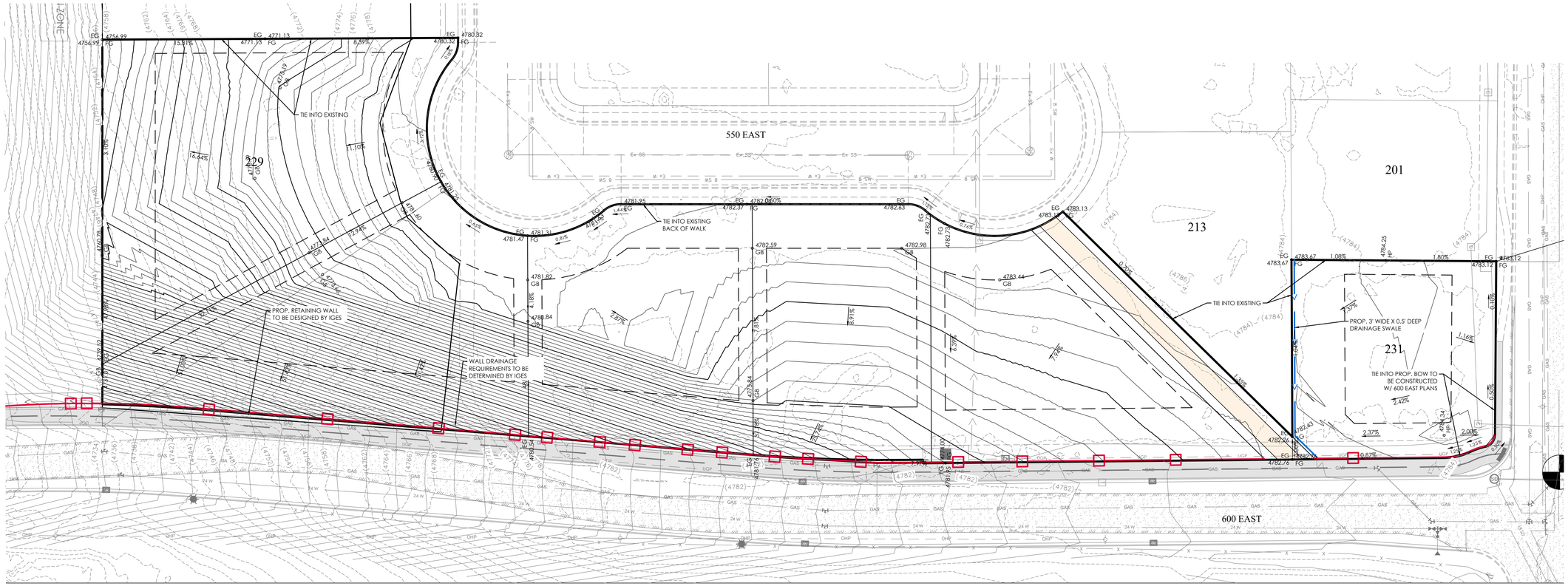
Z:\...2017\17-224 Vivian Estates 2\design 17-224\dwg\exhibits\C4 PHASE 2B GRADING PLAN - SIDEWALK LOT 233-232.dwg

APPENDIX C

PHASE 2B LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
EXIST. 12"RCP SD	Ex 12 SD
EXIST. 18"RCP SD	Ex 18 SD
EXIST. 10" SDR-35 SEWER	Ex 10 SS
EXIST. 8" DR-18 C900 WATER	Ex 8 W
EXIST. 10" DR-18 C900 SEC. WATER (PURPLE PIPE)	Ex 10 SW
EXIST. FENCE	X X X X
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	XXXX.XX

NOTE:
WATER AND FIRE PROTECTION MUST BE PROVIDED DURING ALL GRADING ACTIVITIES NEAR THE WILDLAND URBAN INTERFACE



GRAPHIC SCALE

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(IN FEET)
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VIVIAN ESTATES PHASE 2B

LEHI CITY, UT

GRADING PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
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GRADING PLAN

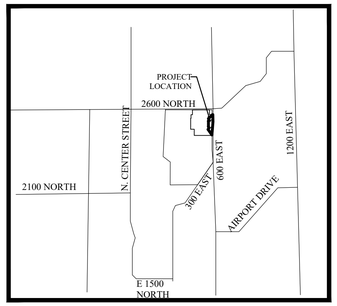
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Date:	12/9/2025	Job #:	17-224
Sheet:	C4		

Z:\...2017\17-224 Vivian Estates 2\design 17-224\dwg\exhibits\C4 PHASE 2B GRADING PLAN - SIDEWALK LOT 232-231.dwg

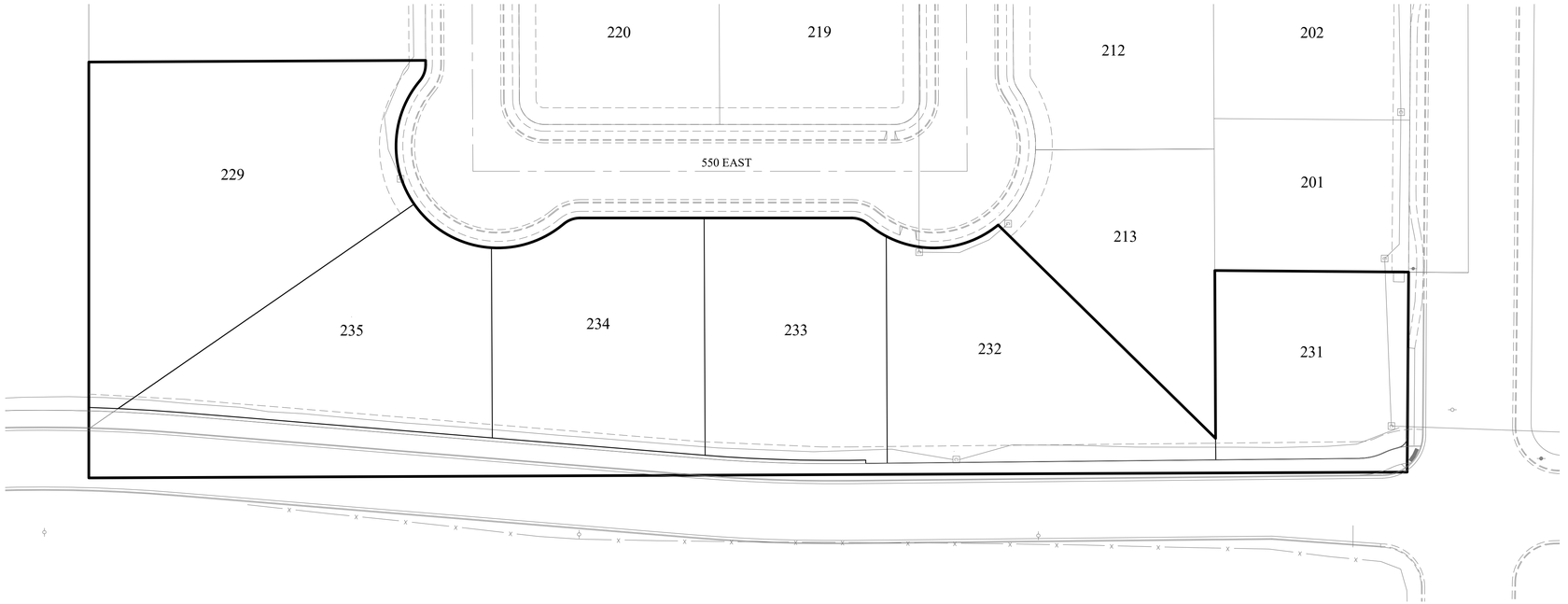
VIVIAN ESTATES PHASE 2B

PREPARED FOR:
JDH DEVELOPMENT
LOCATED IN:
LEHI CITY, UT

Sheet List Table	
Sheet Number	Sheet Title
C1	COVER SHEET
C2	FINAL PLAT
D1	DETAIL
C3	SITE PLAN
C4	GRADING PLAN



VICINITY MAP
NTS



SITE MAP

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.

2. ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.

3. ALL CONSTRUCTION SHALL ADHERE TO LEHI CITY STANDARD PLANS AND SPECIFICATIONS.

4. ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.

5. THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.

2. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

3. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

4. ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINEWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: AUSTIN WHITE
SURVEY MANAGER: JUSTIN LUNDBERG

OWNER/DEVELOPER
JDH DEVELOPMENT
1450 W 1850 N
LEHI, UTAH 84043
(559) 367-3134
CONTACT: AUSTIN COOPER

BENCHMARK
NORTH 1/4 CORNER OF SECTION 4
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
ELEV: 4783.87
DATUM: NGVD29

811 Know what's below. Call 811 before you dig.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

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VIVIAN ESTATES PHASE 2B
LEHI CITY, UT
COVER SHEET

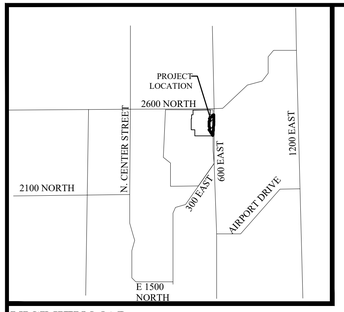
REVISION BLOCK

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COVER SHEET

Scale:	1"=40'	Drawn:	ATW
Date:	12/9/2025	Job #:	17-224
Sheet:	C1		

Z:_2017\17-224 Vivian Estates 2\design\17-224 V2dwg\sheets\Phase 2B\C1 PHASE 2B COVER SHEET.dwg



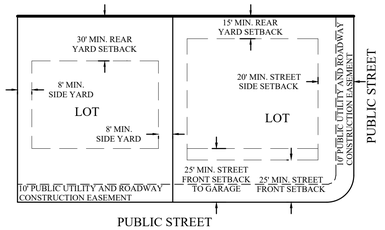
VICINITY MAP
N.T.S

NOTES:

1. THIS AREA IS SUBJECT TO NORMAL EVERYDAY SOUNDS, ODORS, SITES, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
2. 10' PUBLIC UTILITY AND ROADWAY CONSTRUCTION EASEMENT ALONG ALL ROADWAYS (AS SHOWN).
3. #5 REBAR AND CAP (FOCUS ENG.) TO BE SET AT ALL REAR LOT CORNERS. PLUG TO BE SET IN CURB AT PROJECTION OF SIDE LOT LINES.
4. BONUS DENSITY, REDUCED BUILDING SETBACKS AND LOT SIZE FLEXIBILITY HAS BEEN GRANTED TO THIS SUBDIVISION FOR OPEN SPACE DEDICATION ALONG DRY CREEK AND THE 600 EAST TRAIL.
5. EACH LOT IS TO RETAIN ON SITE THEIR OWN STORM WATER AND IS NOT ALLOWED TO RUN OFF ONTO ADJACENT PROPERTY
6. LOTS 231-235 SHALL HAVE NO ACCESS TO 600 EAST
7. PARCEL B TO BE DEDICATED TO LEHI CITY AS PUBLIC RIGHT-OF-WAY

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- SECTION MONUMENT (FOUND)



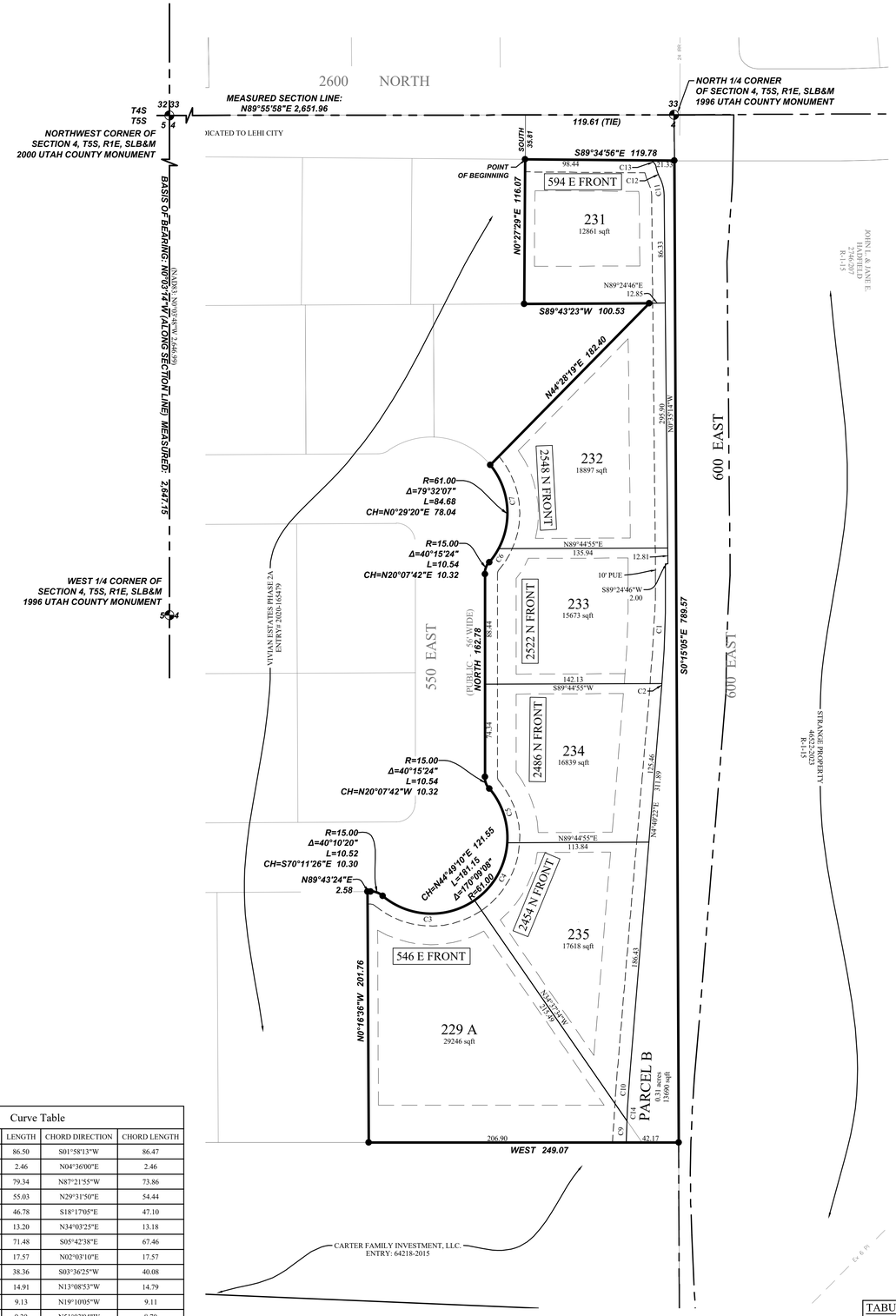
TYPICAL BUILDING SETBACKS
SEE NOTE 4
N.T.S.



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	969.00	5°06'52"	86.50	S01°58'13"W	86.47
C2	969.00	0°08'43"	2.46	N04°36'00"E	2.46
C3	61.00	74°31'18"	79.34	N87°21'55"W	73.86
C4	61.00	51°41'12"	55.03	N29°31'50"E	54.44
C5	61.00	43°56'38"	46.78	S18°17'05"E	47.10
C6	61.00	12°23'57"	13.20	N34°03'25"E	13.18
C7	61.00	67°08'10"	71.48	S05°42'38"E	67.46
C9	1031.00	0°58'35"	17.57	N02°03'10"E	17.57
C10	1031.00	2°07'55"	38.36	S03°36'25"W	40.08
C11	34.00	25°07'19"	14.91	N13°08'53"W	14.79
C12	40.00	13°04'56"	9.13	N19°10'05"W	9.11
C13	7.00	76°50'53"	9.39	N51°03'04"W	8.70
C14	1031.00	3°06'30"	55.93	S03°07'07"W	55.93

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SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Justin Lundberg
Professional Land Surveyor
License No. 12554439

Date

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S89°55'58"W 119.61 feet along the Section line and South 35.81 feet from the North 1/4 Corner of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence S89°34'56"E 119.78 feet to the Quarter Section line; thence along said Quarter Section line S00°15'05"E 789.57 feet; thence West 249.07 feet; thence N00°16'36"W 201.76 feet; thence N89°43'24"E 2.58 feet; thence along the arc of a curve to the right with a radius of 15.00 feet a distance of 10.52 feet through a central angle of 40°10'20" Chord: S70°11'26"E 10.30 feet; to a point of reverse curvature to the easterly boundary line of Vivian Estates Phase 2A Subdivision according to the official plat thereof recorded October 22, 2020 as Entry No. 165479:2020 in the Utah County Recorder's Office; thence along said plat the following eight (8) courses: (1) along the arc of a curve to the left having a radius of 61.00 feet a distance of 181.15 feet through a central angle of 170°09'08" Chord: N44°49'10"E 121.55 feet to a point of reverse curvature; thence (2) along the arc of a curve to the right having a radius of 15.00 feet a distance of 10.54 feet through a central angle of 40°15'24" Chord: N20°07'42"W 10.32 feet; thence (3) North 162.78 feet; thence (4) along the arc of a curve to the right with a radius of 15.00 feet a distance of 10.54 feet through a central angle of 40°15'24" Chord: N20°07'42"E 10.32 feet; to a point of reverse curvature; thence (5) along the arc of a curve to the left having a radius of 61.00 feet a distance of 84.68 feet through a central angle of 79°32'07" Chord: N00°29'20"E 78.04 feet; thence (6) N44°28'19"E 182.40 feet; thence (7) S89°43'23"W 100.53 feet; thence (8) N00°27'29"E 116.07 feet to the point of beginning.

Contains: 2.87 acres+/-

OWNER'S DEDICATION

KNOW BY ALL THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ A.D. 20__

BY:_____
(PRINTED NAME)

ITS:_____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ___ DAY OF _____ A.D. 20___ PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE _____ OF _____ A UTAH INC. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No._____

_____
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITION AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20__

_____
APPROVED BY MAYOR

APPROVED_____ ATTEST: _____
CITY ENGINEER (SEE SEAL BELOW) CLERK/RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20___, BY THE PLANNING COMMISSION.

DIRECTOR - SECRETARY CHAIR, PLANNING COMMISSION

PHASE 2B

VIVIAN ESTATES

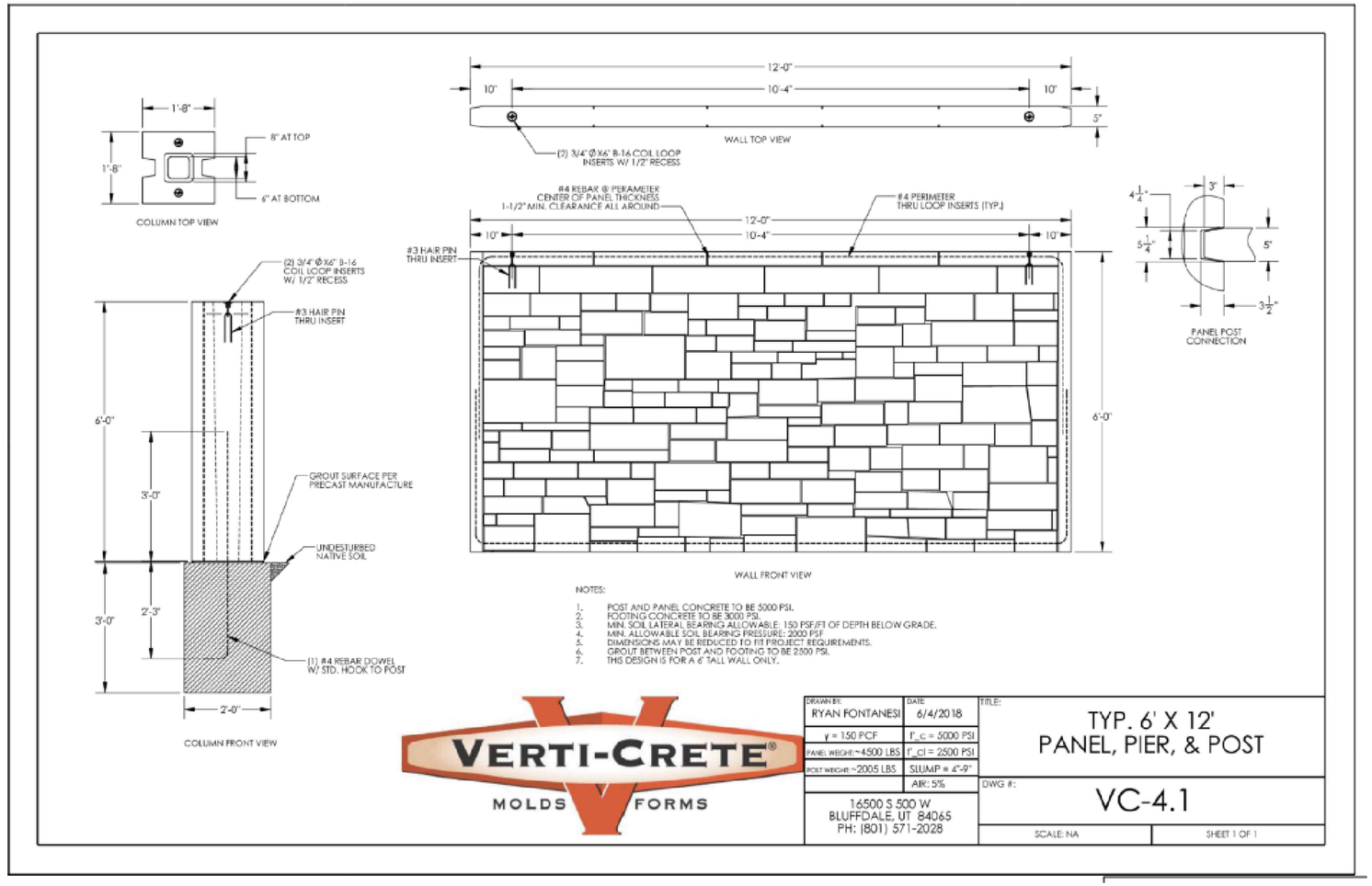
RESIDENTIAL SUBDIVISION
AMENDING LOT 229 OF VIVIAN ESTATES PHASE 2A
LOCATED IN THE NW1/4 OF SECTION 4, T5S, R1E,
SALT LAKE BASE & MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

TABULATIONS:

CURRENT ZONE:	RA-1
TOTAL AREA:	2.87 ACRES
SINGLE FAMILY LOTS:	6
OPEN SPACE:	0.00 ACRES
DENSITY:	2.09 UNITS/ACRE
ROADWAY AREA:	0.00 ACRES
ROADWAY LENGTH:	0.00 FEET

SURVEYOR'S SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDER'S SEAL

Z:_2017\17-224 Vivian Estates 2\dwg\design 17-224\dwg\sheets\Phase 2B\C2 FINAL PLAT 2B.dwg



NOTES:

1. POST AND PANEL CONCRETE TO BE 5000 PSI.
2. FOOTING CONCRETE TO BE 3000 PSI.
3. MIN. SOIL LATERAL BEARING ALLOWABLE: 150 PSF/FT OF DEPTH BELOW GRADE.
4. MIN. ALLOWABLE SOIL BEARING PRESSURE: 2000 PSF
5. DIMENSIONS MAY BE REDUCED TO FIT PROJECT REQUIREMENTS.
6. GROUT BETWEEN POST AND FOOTING TO BE 2500 PSI.
7. THIS DESIGN IS FOR A 6' TALL WALL ONLY.

VERTI-CRETE® MOLDS FORMS

16500 S 500 W
BLUFFDALE, UT 84065
PH: (801) 571-2028

DRAWN BY: RYAN FONTANESI	DATE: 6/4/2018
γ = 150 PCF	f'_c = 5000 PSI
PANEL WEIGHT: ~4500 LBS	f'_ci = 2500 PSI
POST WEIGHT: ~2005 LBS	SLUMP = 4"-9"
	AIR: 5%

TITLE: TYP. 6' X 12' PANEL, PIER, & POST

DWG #: VC-4.1

SCALE: NA | SHEET 1 OF 1

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VIVIAN ESTATES PHASE 2B

LEHI CITY, UTAH

DETAIL

REVISION BLOCK

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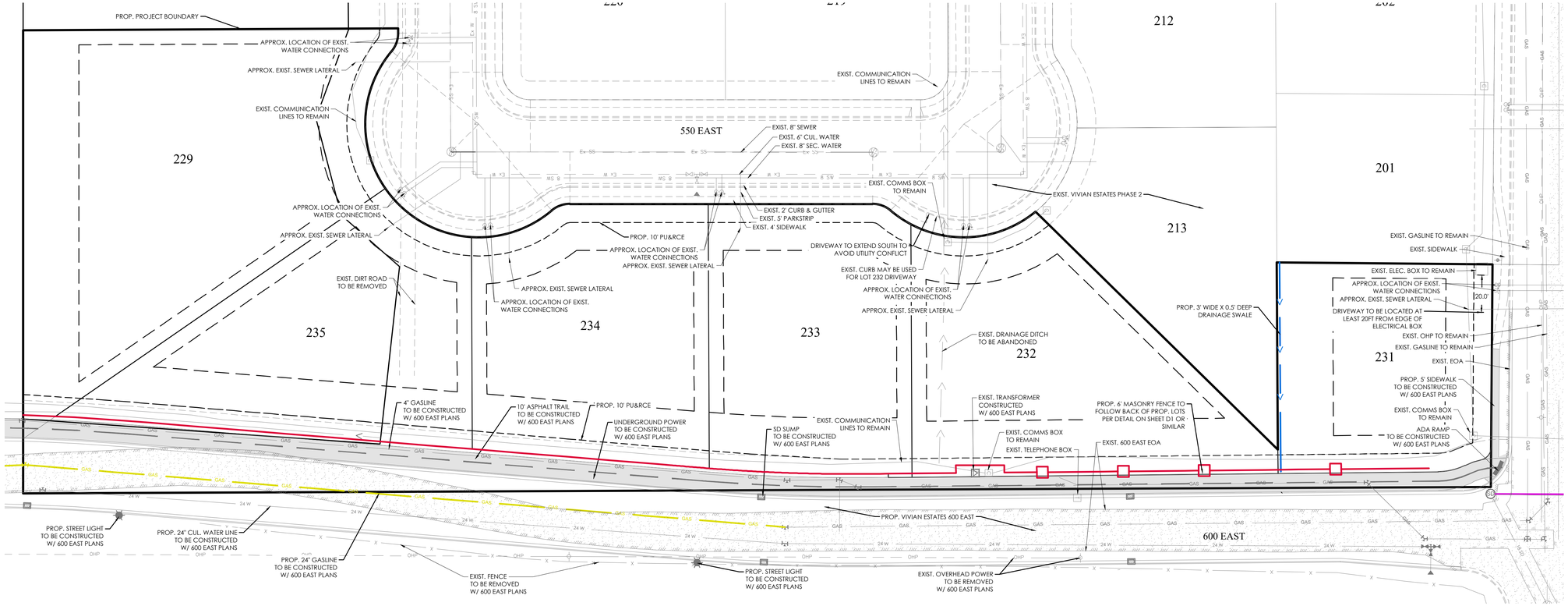
DETAIL

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Date: 12/9/2025 | Job #: 17-224
Sheet: D1

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PHASE 2B LEGEND

BOUNDARY	
ROW	
CENTERLINE	
LOT LINE	
PUE	
EXIST. 12"RCP SD	Ex 12 SD
EXIST. 18"RCP SD	Ex 18 SD
EXIST. 10" SDR-35 SEWER	Ex 10 SS
EXIST. 8" DR-18 C900 WATER	Ex 8 W
EXIST. 10" DR-18 C900 SEC. WATER (PURPLE PIPE)	Ex 10 SW
EXIST. FENCE	X
EXIST. CONTOUR MAJOR	XXXX
EXIST. CONTOUR MINOR	XXXX
EXIST. SD INLET & MH	
EXIST. SEWER MH	
EXIST. VALVE, TEE, & BEND	
EXIST. FIRE HYDRANT	
EXIST. POWER POLE	
SPOT ELEVATION	XXXX.XX



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

S N

Know what's below. Call 811 before you dig.

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VIVIAN ESTATES PHASE 2B

LEHI CITY, UT

SITE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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SITE PLAN

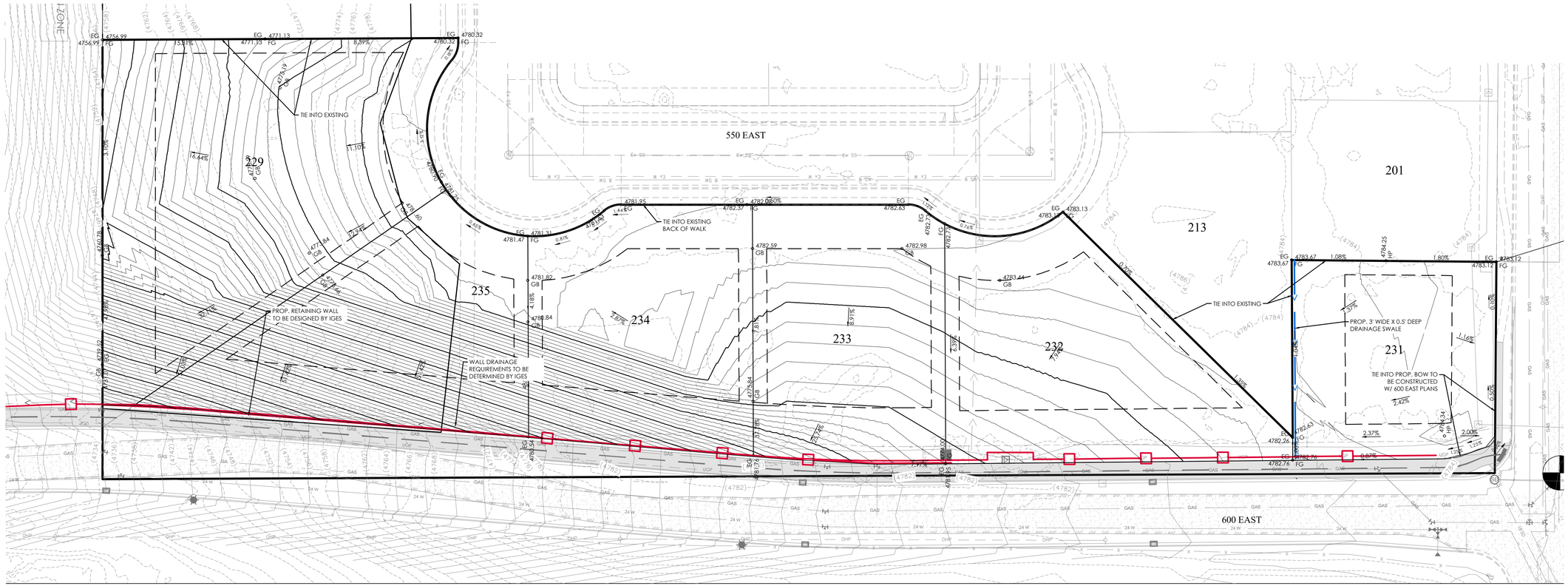
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Date: 12/9/2025	Job #: 17-224
Sheet: C3	

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PHASE 2B LEGEND

BOUNDARY
ROW
CENTERLINE
LOT LINE
PUE
EXIST. 12"RCP SD — Ex 12" SD
EXIST. 18"RCP SD — Ex 18" SD
EXIST. 10" SDR-35 SEWER — Ex 10" SS
EXIST. 8" DR-18 C900 WATER — Ex 8" W
EXIST. 10" DR-18 C900 SEC. WATER (PURPLE PIPE) — Ex 10" SW
EXIST. FENCE — X — X — X — X
EXIST. CONTOUR MAJOR — XXXX
EXIST. CONTOUR MINOR — XXXX
EXIST. SD INLET & MH
EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT
EXIST. POWER POLE
SPOT ELEVATION — XXXX.XX

NOTE:
WATER AND FIRE PROTECTION MUST BE PROVIDED DURING ALL GRADING ACTIVITIES NEAR THE WILDLAND URBAN INTERFACE



GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

Know what's below. Call 811 before you dig.

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VIVIAN ESTATES PHASE 2B
LEHI CITY, UT
GRADING PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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GRADING PLAN

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Sheet:	C4		

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Vivian Estates 2B

Aerial

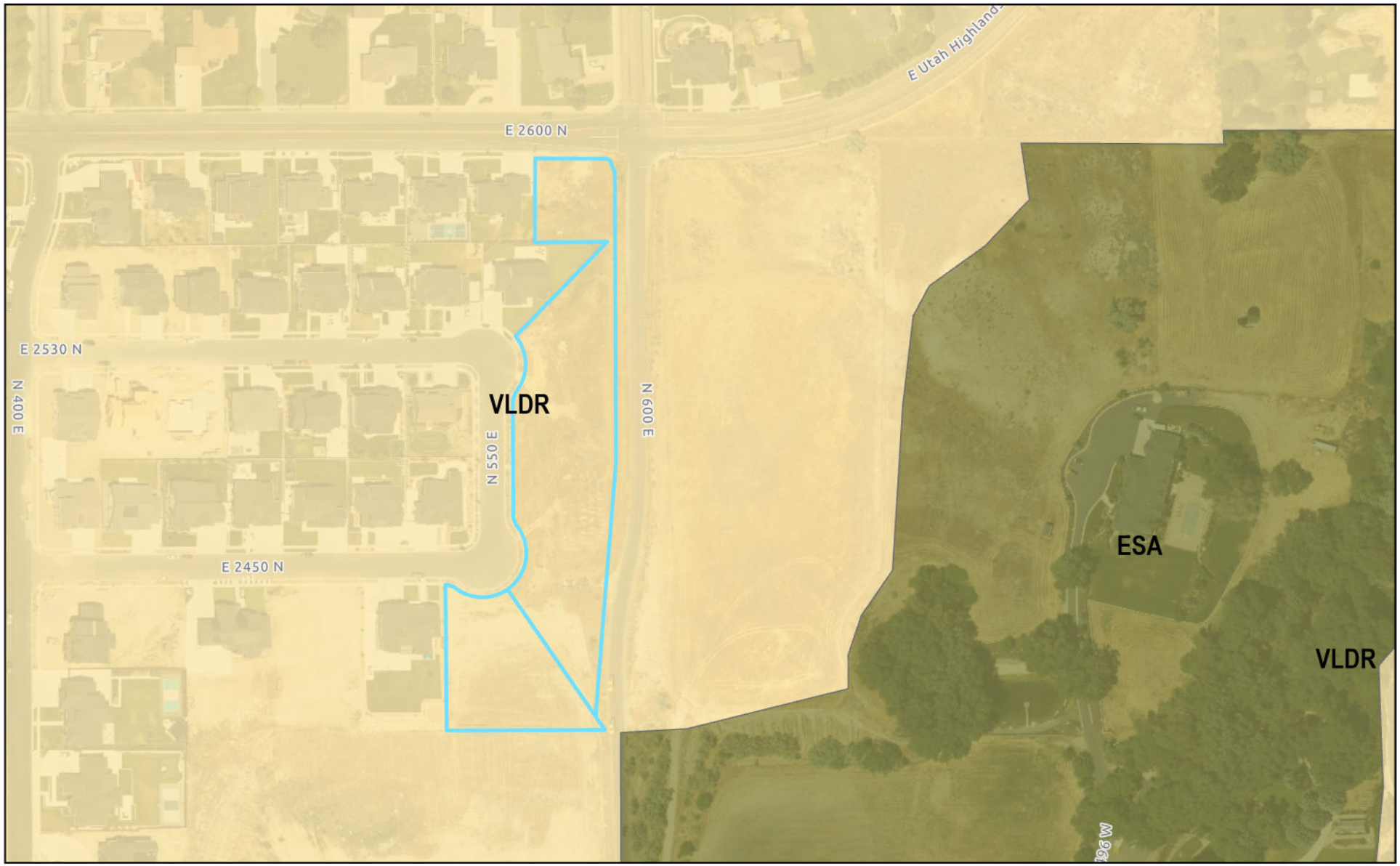


0 245 490 980 Feet

LEHI CITY

Vivian Estates 2B

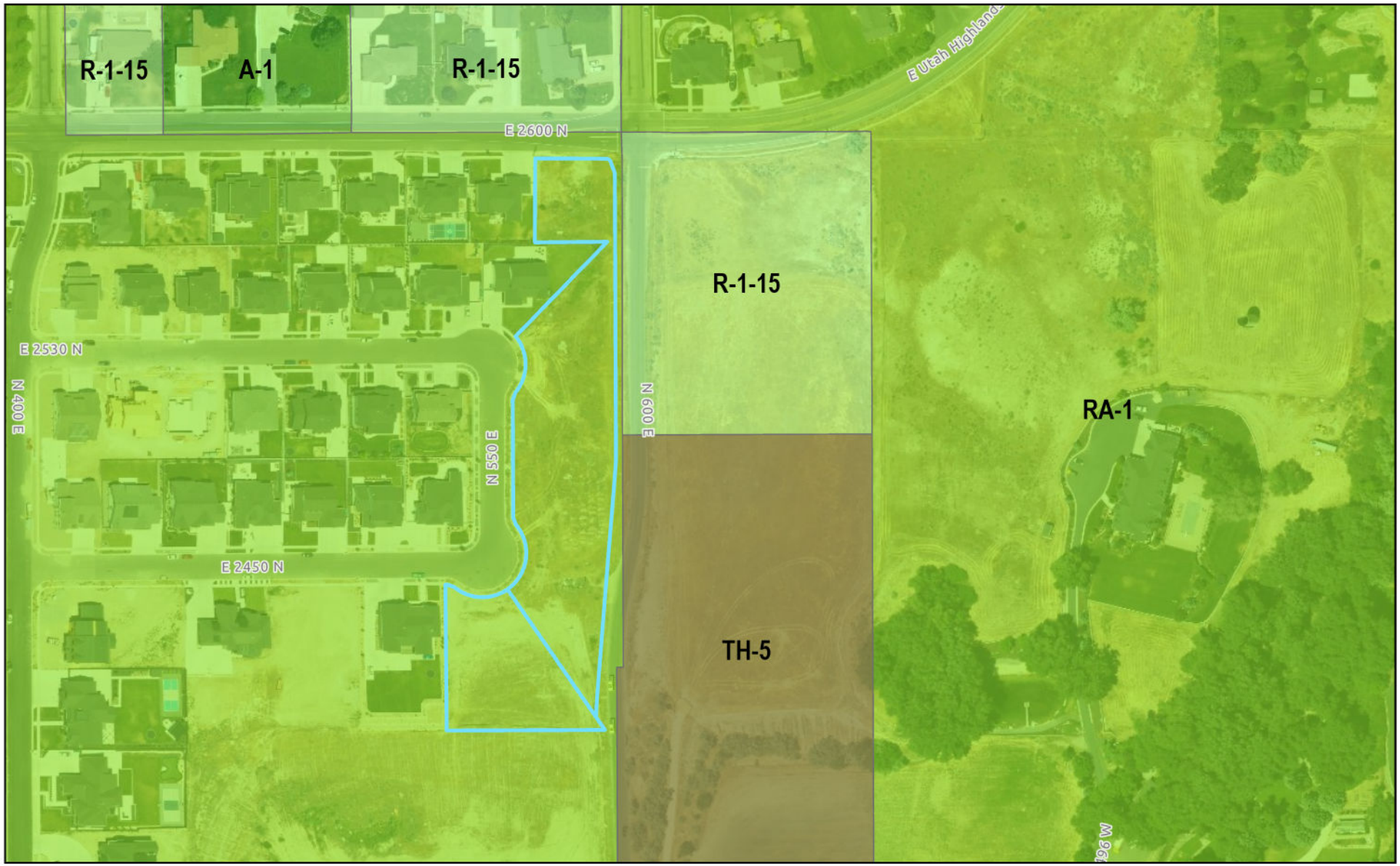
General Plan



LEHI CITY

Vivian Estates 2B

Zoning



Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: February 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #04-2026 amending the Lehi City Municipal Code Title 5 Chapter 3 Noise Control

Suggested Action:

Attachments:

Ord 04-2026

Amended Noise Control (redline)

LEHI CITY

ORDINANCE NO. 04-2026

AN ORDINANCE AMENDING LEHI CITY CODE TITLE 5 CHAPTER 3 (NOISE CONTROL)

WHEREAS, in order to clarify certain provisions of and make the current Noise Control ordinance easier to enforce, and to update the ordinance to incorporate more recent sound measuring technology, the City desires to amend the provisions of Lehi City Code Title 5 Chapter 3 (Noise Control);

WHEREAS, on February 10, 2026, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) Title 5 Chapter 3 should be amended; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it ordained by the City Council of Lehi City:

PART I:

A. Title 5 Chapter 3 (Noise Control) of the Lehi City Code is hereby amended as shows on attached Exhibit "A".

PART II:

A. If a provision of this Ordinance No. 04-2026 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses, and paragraphs are hereby declared to be severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City, Utah this 10th day of February, 2026.

LEHI CITY

_____

Paul Binns, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT A

CHAPTER 3
NOISE CONTROL

SECTION:

5-3-1: Findings

5-3-2: Intent

5-3-3: Definitions

5-3-4: Limitation Of Peak Intensity Of Sound

5-3-5: Measurement Of Noise Intensity; Placement Of Microphone

5-3-6: Noise Limits; Exceeding Constitutes Violation

5-3-7: Exemptions

5-3-8: Violation; Penalty

5-3-1: FINDINGS:

The city council finds after extensive investigation and receiving of information from the public and from experts in the field, that the creation of noise within the city is a danger to the general health, safety, welfare and well being of the citizens. Such noises generally may be classified under one of three (3) headings hereafter, beginning with the least offensive and proceeding to those which are the most harmful and offensive:

A. Sounds Of Commerce And Industry: In this category are those noises necessarily made by commercial vehicles in process of transporting persons or goods, necessary noises of construction or demolition and other sounds necessarily connected with the carrying on of modern business life. Enforcement agencies of the city are specifically authorized to work with the producers of this type of noise to either eliminate, modify and/or muffle such sounds in a way that will allow progress to continue while minimizing the disturbing effects of the noise. Creation of such noises, when they reach such a state that they become harmful or disturbing, are declared to be a public nuisance and shall be abated. Continued refusal to modify excessive noise is declared to be a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code.

B. Public Disturbance Noises:

1. In this category are those noises which because of their intensity, the decibel level, the constancy of the noise or proximity to residences, businesses and generally inhabited

areas, create a disturbance to human life and efficiency. Included in this category and typical thereof, though not exclusive of others not so listed, would be the following:

a. Inadequately or defectively muffled vehicle engines and motors.

b. Loud machinery and pneumatic apparatus.

c. Amplified music or other amplified sounds.

d. Miscellaneous noises, including those of animals, machinery, gunfire, etc., when their emission creates a public disturbance, either because of the intensity, or disturbing nature and/or the time of the emission.

2. Noises of these categories are determined to be not only a nuisance which may be abated by the proper authorities in the city, but are unlawful and each occurrence shall constitute a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code.

C. Intentionally Caused Noises: In this category are those noises which are caused for the sake of making noise without regard to the comfort, sleep or general health and welfare of other persons. Production of such noise is unlawful and constitutes a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code. Typical of this type of noises are the following:

1. Improperly muffled vehicle engines, when the same are rapidly accelerated or decelerated, and especially during such hours that they are likely to interfere with the sleep or peaceful calm of residential neighborhoods.

2. Sounds that are mechanically, pneumatically or electronically produced or amplified, when the same are not enclosed within a building or enclosure which absorbs the sound so as not to disturb the surrounding area.

3. Sounds or music created or amplified within a public building or enclosure with such volume and intensity that the sound produced is actually or potentially dangerous to hearers within the enclosure. (1984 Code § 8.28.010; amd. 2015 Code)

5-3-2: INTENT:

It is the intent of the city to incorporate into this chapter those standards of measurement hereinafter set forth, which will take into account the latest scientific advances in noise measurement and control while at the same time preserving the common sense and common law determination of what constitutes a disturbance or public nuisance. Therefore, sound level measurements, while universally desirable, shall not be required to

demonstrate violation of this chapter if other evidence or testimony establishes the creation of a disturbance or public nuisance. (1984 Code § 8.28.020)

5-3-3: DEFINITIONS:

When used in this chapter, the terms defined in this section shall have the following meanings:

DAY: From seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.

EMERGENCY WORK: Work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

IMPULSE NOISE: A noise with an "on" cycle of ten percent (10%) or less and a maximum continuous duration of two (2) seconds. Example: A gunshot.

INTERMITTENT NOISE: A noise with an "on" cycle of ten percent (10%) or less and a maximum continuous duration of six (6) minutes. Example: A motor vehicle passing a fixed location.

MOTOR VEHICLES: Means and includes, but shall not be limited to, automobiles, trucks, motorcycles, snowmobiles, recreational vehicles, minibikes, go-carts, aircraft and motorboats.

NIGHT: From ten o'clock (10:00) P.M. to seven o'clock (7:00) A.M.

NOISE: An undesirable or harmful sound.

NOISE SOURCE: Any instrument or device for amplifying sound, or anything which produces, reproduces or amplifies sound. This term includes multiple sources of sound.

PERSON: A person, firm, association, partnership, joint venture, corporation or an entity, public or private in nature.

RESIDENTIAL/AGRICULTURAL ZONES, COMMERCIAL ZONES OR LIGHT INDUSTRIAL ZONES: Reference to shall conform to the zone designations set forth in the city zoning codes. (1984 Code § 8.28.030)

5-3-4: LIMITATION OF PEAK INTENSITY OF SOUND:

In no event shall the peak intensity of sound exceed a sound level in excess of the following limits in Section 5-3-6, measured in decibels. The sound level meter shall be a Type 1 or Type 2 instrument meeting the requirements of ANSI S1.4-2014 or IEC 61672-1 for Class 1 or Class 2 instruments or current generally accepted standard.

5-3-5: MEASUREMENT OF NOISE INTENSITY; PLACEMENT OF MICROPHONE:

1. The designated individual responsible for measuring noise intensity shall be either a peace officer (e.g., a Lehi Police Department officer) or the City's designated Code Enforcement Officer. The measuring device (sound level meter) may be placed at any point on the property line when the noise source radiates into private property, or at any point fifty feet (50') from the noise source. The device shall be positioned at least five feet (5') from any wall and no less than three feet (3') above the ground. If it is not possible to obtain a measurement at least five feet (5') from a wall, a variance of five (5) dB shall be allowed.
2. The meter shall be field calibrated immediately before and after measurement and readings shall be taken away from reflective surfaces where practical.
3. When measurements are taken inside a building or enclosure, readings may be obtained from any area accessible to the public or to occupants. The following limits refer to the largest reading obtained, using the procedure set out in this section. (1984 Code § 8.28.050)
4. When a noise source is identifiable and can be measured from properties in more than one zone, the limits of the most restrictive property zoning classification apply, measured at the receiving property.
5. Continuous or intermittent noise must exceed the applicable limit for at least thirty (30) seconds while the reading is being taken to constitute a violation.

5-3-6: NOISE LIMITS; EXCEEDING CONSTITUTES VIOLATION:

Exceeding the following limits shall constitute violation of this chapter:

A. Continuous And Intermittent Noises: Continuous and intermittent noises described in subsection 5-3-1A of this chapter shall not exceed:

Zoning or Approved Use of Property Receiving the Noise	Day dBA	Night dBA
Residential/agricultural	85	55
Commercial	85	65
Light Industrial	85	65

B. Continuous Noises: Continuous noises described in subsections 5-3-1B and C of this chapter:

Zoning of Property Receiving the Noise	Day dBA	Night dBA
Residential/agricultural	65	55
Commercial	70	65
Light Industrial	75	75

C. Intermittent Noises: Intermittent noises described in subsections 5-3-1B and C of this chapter shall not exceed:

Zoning of Property Receiving the Noise	Day dBA	Night dBA
Residential/agricultural	70	60
Commercial	75	65
Light Industrial	80	80

D. Impulse Noises: Impulse noises described in subsections 5-3-1A, B and C of this chapter shall not exceed the following levels, measured on the "fast" response scale of the sound level meter:

Zoning of Property Receiving the Noise	Day dBA	Night dBA
Residential/agricultural	75	69
Commercial	80	65
Light Industrial	85	85

E. Unlawful To Sustain Sound Level: It is unlawful to sustain in any place of public entertainment, including, but not limited to, sports arenas, restaurants, bars, cafes, discotheques or dance halls, any sound level measured with the "slow" response characteristic equal to or in excess of:

One hundred five (105) dBA at any time (if the sound level exceeds 105 dBA at any time, a mandatory 10 minute sound break at a level below 85 dBA will be taken). The restriction contained in this subsection is in addition to any other applicable limits stated in this section. (1984 Code § 8.28.060; amd. 2015 Code)

5-3-7: EXEMPTIONS:

A. It is hereby recognized that certain community noise sources and activities are beyond the practical control of the city. The following noise sources and activities are therefore exempted from the provisions of this chapter:

1. City or state roadway construction projects during typical construction working hours from six o'clock (6:00) A.M. to ten o'clock (10:00) P.M. Noise from roadway construction projects between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. may also be exempt from the provisions of this chapter, as long as a permit is obtained from the City Administrator. The permit must be in writing and shall state the dBA limitation (maximum allowed) and shall be for one project only. Other reasonable regulations may be imposed by the city in order to protect the public peace and welfare. The exemption shall be deemed withdrawn if the dBA limit is not strictly adhered to or any other reasonable limitation is violated. Any violation shall be a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code.

2. Sounds created by emergency activities or emergency vehicles.

3. Typical roadway noise from vehicle traffic but not including Inadequately or defectively muffled vehicle engines and motors.

4. Sounds giving warning of emergencies including fire and burglar alarms (except continuous vehicle alarms).

5. Emergency repairs to buildings or vehicles.6. Sounds emanating from Lehi City municipal buildings or property, when said sound is the result of a government function.

6. City sponsored public events and activities occurring as part of the City annual Round-Up Week celebration and July 4 celebration.

B. Sounds created by parades, carnivals, dances, fireworks displays, athletic events or other special events not specifically mentioned in subsection A of this section shall be exempt from the provisions of this chapter, as long as a permit is obtained from the Mayor or his designee. The permit must be in writing and shall state the dBA limitation (maximum allowed) and the hours the exemption is in force and shall be for one event only. Other reasonable regulations may be imposed by the city council in order to protect the public peace and welfare. The exemption shall be deemed withdrawn if the dBA limit is not strictly adhered to or if the event continues outside of prescribed hours or any other reasonable limitation is violated. Any violation shall be a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code. (Ord. 44-2015, 8-25-2015; amd. 2015 Code)

5-3-7A: RESPONSIBILITY FOR VIOLATIONS

The following persons or entities may be held responsible for any violation of this chapter:

1. The individual who creates, causes, or allows the noise, whether intentionally or through negligence.
2. Any business, contractor, or operator that owns, controls, or uses the equipment, activity, or operation producing the noise.
3. The property owner, tenant, or person in control of the premises where the noise originates, if they permit, allow, or fail to prevent the violation.
4. Anyone that aids, abets or encourages or in any other way is an accomplice to the violation.

Responsibility may be assigned to one or more of the above parties, jointly or individually, based on the circumstances of the violation.

5-3-8: VIOLATION; PENALTY:

Any person or entity identified in 5-3-7A who violates any provision of this chapter shall be guilty of a class C misdemeanor and subject to the penalties provided in section 1-4-1 of this code. Each day that a violation continues shall constitute a separate offense. (1984 Code § 8.28.080; amd. 2015 Code)

CHAPTER 3
NOISE CONTROL

SECTION:

5-3-1: Findings

5-3-2: Intent

5-3-3: Definitions

5-3-4: Limitation Of Peak Intensity Of Sound

5-3-5: Measurement Of Noise Intensity; Placement Of Microphone

5-3-6: Noise Limits; Exceeding Constitutes Violation

5-3-7: Exemptions

5-3-8: Violation; Penalty

5-3-1: FINDINGS:

The city council finds after extensive investigation and receiving of information from the public and from experts in the field, that the creation of noise within the city is a danger to the general health, safety, welfare and well being of the citizens. Such noises generally may be classified under one of three (3) headings hereafter, beginning with the least offensive and proceeding to those which are the most harmful and offensive:

A. Sounds Of Commerce And Industry: In this category are those noises necessarily made by commercial vehicles in process of transporting persons or goods, necessary noises of construction or demolition and other sounds necessarily connected with the carrying on of modern business life. Enforcement agencies of the city are specifically authorized to work with the producers of this type of noise to either eliminate, modify and/or muffle such sounds in a way that will allow progress to continue while minimizing the disturbing effects of the noise. Creation of such noises, when they reach such a state that they become harmful or disturbing, are declared to be a public nuisance and shall be abated. Continued refusal to modify excessive noise is declared to be a class ~~B~~ C misdemeanor, subject to penalty as provided in section 1-4-1 of this code.

B. Public Disturbance Noises:

1. In this category are those noises which because of their intensity, the decibel level, the constancy of the noise or proximity to residences, businesses and generally inhabited

areas, create a disturbance to human life and efficiency. Included in this category and typical thereof, though not exclusive of others not so listed, would be the following:

a. Inadequately or defectively muffled vehicle engines and motors.

b. Loud machinery and pneumatic apparatus.

c. Amplified music or other amplified sounds.

d. Miscellaneous noises, including those of animals, machinery, gunfire, etc., when their emission creates a public disturbance, either because of the intensity, or disturbing nature and/or the time of the emission.

2. Noises of these categories are determined to be not only a nuisance which may be abated by the proper authorities in the city, but are unlawful and each occurrence shall constitute a class ~~B~~C misdemeanor, subject to penalty as provided in section 1-4-1 of this code.

C. Intentionally Caused Noises: In this category are those noises which are caused for the sake of making noise without regard to the comfort, sleep or general health and welfare of other persons. Production of such noise is unlawful and constitutes a class ~~B~~C misdemeanor, subject to penalty as provided in section 1-4-1 of this code. Typical of this type of noises are the following:

1. Improperly muffled vehicle engines, when the same are rapidly accelerated or decelerated, and especially during such hours that they are likely to interfere with the sleep or peaceful calm of residential neighborhoods.

2. Sounds that are mechanically, pneumatically or electronically produced or amplified, when the same are not enclosed within a building or enclosure which absorbs the sound so as not to disturb the surrounding area.

3. Sounds or music created or amplified within a public building or enclosure with such volume and intensity that the sound produced is actually or potentially dangerous to hearers within the enclosure. (1984 Code § 8.28.010; amd. 2015 Code)

5-3-2: INTENT:

It is the intent of the city to incorporate into this chapter those standards of measurement hereinafter set forth, which will take into account the latest scientific advances in noise measurement and control while at the same time preserving the common sense and common law determination of what constitutes a disturbance or public nuisance. Therefore, sound level measurements, while universally desirable, shall not be required to

demonstrate violation of this chapter if other evidence or testimony establishes the creation of a disturbance or public nuisance. (1984 Code § 8.28.020)

5-3-3: DEFINITIONS:

When used in this chapter, the terms defined in this section shall have the following meanings:

DAY: From ~~six~~ seven o'clock (~~6:00~~7:00) A.M. to ten o'clock (10:00) P.M.

EMERGENCY WORK: Work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

IMPULSE NOISE: A noise with an "on" cycle of ten percent (10%) or less and a maximum continuous duration of two (2) seconds. Example: A gunshot.

INTERMITTENT NOISE: A noise with an "on" cycle of ten percent (10%) or less and a maximum continuous duration of six (6) minutes. Example: A motor vehicle passing a fixed location.

MOTOR VEHICLES: Means and includes, but shall not be limited to, automobiles, trucks, motorcycles, snowmobiles, recreational vehicles, minibikes, go-carts, aircraft and motorboats.

NIGHT: From ten o'clock (10:00) P.M. to ~~six~~ seven o'clock (~~6:00~~7:00) A.M.

NOISE: An undesirable or harmful sound.

NOISE SOURCE: Any instrument or device for amplifying sound, or anything which produces, reproduces or amplifies sound. This term includes multiple sources of sound.

PERSON: A person, firm, association, partnership, joint venture, corporation or an entity, public or private in nature.

RESIDENTIAL/AGRICULTURAL ZONES, COMMERCIAL ZONES OR LIGHT INDUSTRIAL ZONES: Reference to shall conform to the zone designations set forth in the city zoning codes. (1984 Code § 8.28.030)

5-3-4: LIMITATION OF PEAK INTENSITY OF SOUND:

In no event shall the peak intensity of sound exceed a sound level in excess of the following limits in Section 5-3-6, measured in decibels. The sound level meter shall be a Type 1 or Type 2 instrument meeting the requirements of ANSI S1.4-2014 or IEC 61672-1 for Class 1 or Class 2 instruments or current generally accepted standard. ~~, using, unless otherwise~~

~~mentioned, the "A" frequency weighing and the "slow" response characteristic of a sound level meter conforming in all respects to the American National Standards Institute (ANSI) standard section 1.4-1071, as revised, for type 1 or type 2 instruments. (1984 Code § 8.28.040)~~

5-3-5: MEASUREMENT OF NOISE INTENSITY; PLACEMENT OF MICROPHONE:

1. The designated individual responsible for measuring noise intensity shall be either a peace officer (e.g., a Lehi Police Department officer) or the City's designated Code Enforcement Officer. The ~~microphone~~measuring device (sound level meter) ~~used to measure the intensity of a noise~~ may be placed at any point on the property line when ~~(if~~ the noise source radiates into private property, ~~)~~ or at any point fifty feet (50') ~~distance~~ from the noise source. ~~being measured and shall be~~ The device shall be positioned at least five feet (5') from any wall and no~~t~~ less than three feet (3') above the ground. If it is not possible to obtain a measurement ~~measure~~ at least five feet (5') from a wall, a variance of five (5) dB ~~variance will~~shall be allowed.

2. The meter shall be field calibrated immediately before and after measurement and readings shall be taken away from reflective surfaces where practical.

3. When measurements are ~~made~~ taken inside a building~~s~~ or enclosure~~s~~, readings may be obtained from any area ~~to which persons may have access~~accessible to the public or to occupants. The following limits refer to the largest reading obtained, using the procedure set out in this section. (1984 Code § 8.28.050)

4. When a noise source is identifiable and can be measured from properties in more than one zone, the limits of the most restrictive property zoning classification apply, measured at the receiving property.

5. Continuous or intermittent noise must exceed the applicable limit for at least thirty (30) seconds while the reading is being taken to constitute a violation.

5-3-6: NOISE LIMITS; EXCEEDING CONSTITUTES VIOLATION:

Exceeding the following limits shall constitute violation of this chapter:

A. Continuous And Intermittent Noises: Continuous and intermittent noises described in subsection 5-3-1A of this chapter shall not exceed:

Zoning or Approved Use of Property Receiving the Noise~~District~~	Day dBA	Night dBA
Residential/agricultural	85	55
Commercial	85	65
Light Industrial	85	65

B. Continuous Noises: Continuous noises described in subsections 5-3-1B and C of this chapter:

Zoning of Property Receiving the Noise~~District~~	Day dBA	Night dBA
Residential/agricultural	65	55
Commercial	70	65
Light Industrial	75	75

C. Intermittent Noises: Intermittent noises described in subsections 5-3-1B and C of this chapter shall not exceed:

Zoning of Property Receiving the Noise~~District~~	Day dBA	Night dBA
Residential/agricultural	70	60
Commercial	75	65
Light Industrial	80	80

D. Impulse Noises: Impulse noises described in subsections 5-3-1A, B and C of this chapter shall not exceed the following levels, measured on the "fast" response scale of the sound level meter:

Zoning of Property Receiving the Noise~~District~~	Day dBA	Night dBA
Residential/agricultural	75	69
Commercial	80	65
Light Industrial	85	85

E. Unlawful To Sustain Sound Level: It is unlawful to sustain in any place of public entertainment, including, but not limited to, sports arenas, restaurants, bars, cafes, discotheques or dance halls, any sound level measured with the "slow" response characteristic equal to or in excess of:

One hundred five (105) dBA at any time (if the sound level exceeds 105 dBA at any time, a mandatory 10 minute sound break at a level below 85 dBA will be taken). The restriction contained in this subsection is in addition to any other applicable limits stated in this section. (1984 Code § 8.28.060; amd. 2015 Code)

5-3-7: EXEMPTIONS:

A. It is hereby recognized that certain community noise sources and activities are beyond the practical control of the city. The following noise sources and activities are therefore exempted from the provisions of this chapter:

1. City or state roadway construction projects during typical construction working hours from six o'clock (6:00) A.M. to ten o'clock (10:00) P.M. Noise from roadway construction projects between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. may also be exempt from the provisions of this chapter, as long as a permit is obtained from the ~~city~~City Administrator. The permit must be in writing and shall state the dBA limitation (maximum allowed) and shall be for one project only. Other reasonable regulations may be imposed by the city in order to protect the public peace and welfare. The exemption shall be deemed withdrawn if the dBA limit is not strictly adhered to or any other reasonable limitation is violated. Any violation shall be a class ~~B~~C misdemeanor, subject to penalty as provided in section 1-4-1 of this code.

2. Sounds created by emergency activities or emergency vehicles.

3. Typical roadway noise from vehicle traffic but not including Inadequately or defectively muffled vehicle engines and motors.

4. ~~3.~~ Sounds giving warning of emergencies including fire and burglar alarms (except continuous vehicle alarms).

5. ~~4.~~ Emergency repairs to buildings or vehicles.

6. Sounds emanating from Lehi City municipal buildings or property, when said sound is the result of a government function.

~~6.~~

~~Any state or federal preemption (railroad, etc.)~~

6.~~5.~~ City sponsored public events and activities occurring as part of the city annual Round-Up Week celebration and July 4 celebration.

B. Sounds created by parades, carnivals, dances, fireworks displays, athletic events or other special ~~public social~~ events not specifically mentioned in subsection A of this section shall be exempt from the provisions of this chapter, as long as a permit is obtained from the ~~city~~Mayor or his designee. The permit must be in writing and shall state the dBA limitation (maximum allowed) and the hours the exemption is in force and shall be for one event only. Other reasonable regulations may be imposed by the city council in order to protect the public peace and welfare. The exemption shall be deemed withdrawn if the dBA limit is not strictly adhered to or if the event continues outside of prescribed hours or any other reasonable limitation is violated. Any violation shall be a class C~~B~~ misdemeanor, subject to penalty as provided in section 1-4-1 of this code. (Ord. 44-2015, 8-25-2015; amd. 2015 Code)

5-3-7A: RESPONSIBILITY FOR VIOLATIONS

The following persons or entities may be held responsible for any violation of this chapter:

1. The individual who creates, causes, or allows the noise, whether intentionally or through negligence.
2. Any business, contractor, or operator that owns, controls, or uses the equipment, activity, or operation producing the noise.
3. The property owner, tenant, or person in control of the premises where the noise originates, if they permit, allow, or fail to prevent the violation.
4. Anyone that aids, abets or encourages or in any other way is an accomplice to the violation.

Responsibility may be assigned to one or more of the above parties, jointly or individually, based on the circumstances of the violation.

5-3-8: VIOLATION; PENALTY:

Any person or entity identified in 5-3-7A who violates any provision of this chapter shall be ~~deemed~~ guilty of a class ~~B~~ C misdemeanor and~~, upon conviction therefor, shall be~~ subject to the penalties~~y as~~ provided in section 1-4-1 of this code. Each day that a violation continues~~occurs~~ shall constitute a separate offense. (1984 Code § 8.28.080; amd. 2015 Code)

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: February 10, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Regular Agenda

Subject:
Continued Discussion of Work Session Items from February 9, 2026.

Suggested Action:

Attachments: