



Lehi City Council Meeting Agenda April 25, 2023

5:30 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment
2. Presentations and Reports
 - 2.1. Lehi Archives Annual Report
 - 2.2. Lehi Arts Council Annual Report
 - 2.3. Discussion of Mountainview Corridor landscaping and aesthetics for the Lehi/Saratoga Springs segment.
 - 2.4. Discussion of Lehi Facilities Department items including Sports Park concrete, and Station 83 and Museum roofing.
3. Agenda Questions
The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.
4. Administrative Report
5. 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

[PO Index.pdf](#)

[PO Well Services.pdf](#)

[PO # 7463 Hadco.pdf](#)

[po #7462.pdf](#)

Regular Agenda

4. Consideration of Project Selection for the 2023 Program Year Community Development Block Grant (CDBG).

Petitioner: Mountainland Association of Governments

[Lehi City FY23 CDBG Applications Summary.pdf](#)

[Holbrook Community Center Application.pdf](#)

[Friends of UCCJC Application.pdf](#)

[Lehi City Engineering Application.pdf](#)

[MAG Admin Application.pdf](#)

5. Consideration of Resolution #2023-21 approving an agreement between Lehi City and Hadco for the construction of the Holbrook lower pressurized irrigation pond.

Petitioner: Lehi City

[Res 2023-21.docx](#)

[Agreement-Holbrook Lower PI Pond \(Hadco\).docx](#)

6. Consideration of Resolution #2023-22 approving an agreement between Lehi City and Water Well Services for the Flight Park well drilling project.

Petitioner: Lehi City

[Res 2023-22.docx](#)

[Flight Park Well Agreement 00 52 00 - to City Council.docx](#)

7. Consideration of Resolution #2023-23 approving an agreement between Lehi City and SIRQ Construction for pre-construction and construction services for Lehi Family Park phase I.

Petitioner: Lehi City

[Res 2023-23.docx](#)

[Agreement-Lehi Family Park Construction Phase 1 \(SIRQ\).docx](#)

8. Consideration of Resolution #2023-24 approving an option and lease agreement with New Cingular Wireless for a cell tower.

Petitioner: Lehi City

[Res 2023-24.docx](#)

[Agreement-Cell Tower Option and Lease \(AT&T\).docx](#)

9. Consideration of Resolution #2023-20 requesting inclusion of Lehi City in the Municipal Alternate Voting Methods Pilot Project.

Petitioner: Lehi City

10. 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.

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Lehi Archives Annual Report

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Lehi Arts Council Annual Report

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Discussion of Mountainview Corridor landscaping and aesthetics for the Lehi/Saratoga Springs segment.

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

Subject:

Discussion of Lehi Facilities Department items including Sports Park concrete, and Station 83 and Museum roofing.

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

[PO Index.pdf](#)

[PO Well Services.pdf](#)

[PO # 7463 Hadco.pdf](#)

[po #7462.pdf](#)



LEHI CITY
CITY COUNCIL AGENDA
April 25, 2023

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Water Well Services	Well Drilling Services for the Flight Park Culinary Well (See item #6 on the agenda)	\$3,800,000.00	ARPA grant funds and impact fees
Hadco	Holbrook Lower PI Reservoir (See item #5 on the agenda)	\$1,021,924.25	Budget Amendment is needed
Stuart C Irby Co	Power Department Construction Supplies	\$148,300.00	inventory

Lehi City Purchase Requisition Request

Supplier

Name
Street
City
Zip

Water Well Services
160 W 200 N
Willard State
84340 Phone

Vender #
Date

Ut.
435-230-0269

4/18/2023



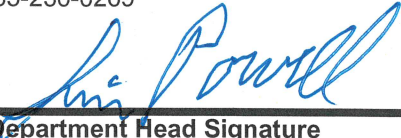
Engineering

34-70-22-100

Requesting Department

Dept. Account No.

Department Head Signature



Quantity	Unit	Materials and Description	Price	Total
1	LUMP (Contract plus Contingency)	Well Drilling Services for the Flight Park Culinary Well	\$3,800,000.00	\$3,800,000.00
Total				\$3,800,000.00

Justification:

On September 26, 2022 we went out to bid for the drilling of the Flight Park Culinary Well, but did not receive any bids. After long conversations with various drillers, we changed the bid specifications and rebid the well drilling on April 13, 2023. We only received one bid from Water Well Services. The drilling of this culinary water source complies with the Culinary Water Master Plan. This project will be funded through Covid-19 Local Assistance Matching Grant Program (ARPA) funds and through Lehi City Culinary Water Impact Fees.

Price Determination	
Verbal Quote	
Informal Bid	
Written Bid	X
State Bid	
Other	



PURCHASE ORDER
LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE
7463

ISSUED TO: 1774
HADCO CONSTRUCTION INC.
ATTENTION: JASON RICKARDS
1850 NORTH 1450 WEST
LEHI UT 84043

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

DEPARTMENT:

PURCHASE ORDER DATE: 04/20/2023

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	HOLBROOK LOWER PI RESERVOIR	1,021,924.25	1,021,924.25	75-50-19-001

TOTAL 1,021,924.25

Authorized By:

Department Head

City Council Approval Date *

* City Council approval required if greater than \$125,000

Mayor or City Administrator

Dean Lundell

Date 19-Apr-2023

[Handwritten signature]

Department Head Signature

\$1,021,924.25

Verbal Quote	
Informal Bid	
Written Bid	X
State Bid	
Other	

HADCO CONSTRUCTION

Bid Schedule: Holbrook Lower PI Reservoir

Item No.	Description	Est. Quantity	Units	Unit Price	Total Amount
A - General					
1	Mobilization (~5%)	1	LS	40,000.00	40,000.-
2	Best Management Practices (BMPs)	1	LS	10,155.00	10,155.-
3	Pressure Testing	1	LS	2,650.00	2,650.-
4	Construction Surveying	1	LS	19,870.00	19,870.-
Subtotal, General					72,675.00
B - Pond					
1	Grading and Liner Subgrade Prep	170,000	SF	1.25	212,500.-
2	Install LLDPE Liner & Fabric Owner Furnished / Contractor (H2J) installed	1	LS	\$ 60,500	\$ 60,500
3	Provide Equipment/Operators for Liner Installation (fork lift / trackhoe)	1	LS	12,810.-	12,810.-
4	Anchor Trench	1,400	LF	8.50	11,900.-
5	Concrete/LLDPE Liner Connection (complete)	110	LF	65.90	7,249.-
6	Piezometer (complete)	2	EA	6,360.-	12,720.-
7	Survey Monument (complete)	2	EA	1,325.-	2,650.-
8	Safety Line	8	EA	773.-	6,184.-
Subtotal, Pond					326,513.-
C - Piping					
1	Inlet/Outlet Sump - Cast-In-Place Concrete	12	CY	2,835.-	34,020.-
2	Intake Screens	4	EA	15,700.-	62,800.-
3	Inlet/Outlet Sump - Pipe and Fittings (complete)	1	LS	77,420.-	77,420.-
4	30" Inlet/Outlet Pipe; including fittings, filter diaphragm (complete)	80	LF	600.-	48,000.-
5	6" Stilling Well; including pipe/fittings, etc (complete)	150	LF	120.-	18,000.-
6	Underdrain Manhole (complete)	1	LS	7,655.-	7,655.-
7	6" Pond Underdrain; including perforated piping, sand & aggregate	1,050	LF	33.-	34,650.-
8	8" Underdrain Outfall; including piping, filter diaphragm (complete)	85	LF	142.-	12,070.-
9	Concrete Overflow Structure; including plates & bollards (complete)	1	LS	55,070.-	55,070.-
10	Armored overflow channel, with fabric & compacted base (complete)	75	LF	676.-	51,450.-
11	Air Vent MH on 30" PI Line; including pipe, fittings, vent, etc (complete)	1	LS	27,585.-	27,585.-
12	PRV Blow-offs; including pipe, fittings, splash pad, etc (complete)	1	LS	14,155.-	14,155.-
Subtotal, Piping					442,875.-
D - Site Improvements					
1	Surface Water Diversion Berm	475	LF	2.85	1,353.75
2	Drainage swale	250	LF	8.10	2,025.-
3	Reseed/Revegetation	1.5	AC	19,851.-	29,777.50
4	Site Fencing, Gates, Signs and Bollards	1,900	LF	34.30	65,170.-
5	UTBC access/maintenance road; including export (complete)	400	CY	53.40	21,360.-
6	RTU panel, antenna & programming (furnished by RCS, see quote)	1	LS	\$ 7,500	\$ 7,500
7	Site electrical, communication and controls (complete)	1	LS	79,475.-	79,475.-
Subtotal, Site Improvements					179,861.25
Bid Total (Parts A+B+C+D)					1,021,924.25

Notes: 1. Unit prices for each item indicated include labor, material, and all ancillary components to provide a complete item.

2. Quantities are approximate and should be verified by the Bidder. All items will be paid on a Lump Sum basis, not by Unit Rate.

TRAPP CONSTRUCTION

Bid Schedule: Holbrook Lower PI Reservoir

Item No.	Description	Est. Quantity	Units	Unit Price	Total Amount
A - General					
1	Mobilization (~5%)	1	LS		45,359.23
2	Best Management Practices (BMPs)	1	LS		22,126.45
3	Pressure Testing	1	LS		5410.00
4	Construction Surveying	1	LS		6550.00
Subtotal, General					79,445.68
B - Pond					
1	Grading and Liner Subgrade Prep	170,000	SF		47,600
2	Install LLDPE Liner & Fabric Owner Furnished / Contractor (H2J) installed	1	LS	\$ 60,500	\$ 60,500
3	Provide Equipment/Operators for Liner Installation (fork lift / trackhoe)	1	LS		5937.00
4	Anchor Trench	1,400	LF	3.06	4284.00
5	Concrete/LLDPE Liner Connection (complete)	110	LF	59.05	6495.50
6	Piezometer (complete)	2	EA	5129	10,258.00
7	Survey Monument (complete)	2	EA	1212.75	2425.50
8	Safety Line	8	EA	1143	9144.00
Subtotal, Pond					146,644.00
C - Piping					
1	Inlet/Outlet Sump - Cast-In-Place Concrete	12	CY	2508.33	30,099.96
2	Intake Screens	4	EA	19,034.75	76,139.00
3	Inlet/Outlet Sump - Pipe and Fittings (complete)	1	LS		79,784.94
4	30" Inlet/Outlet Pipe; including fittings, filter diaphragm (complete)	80	LF	593.87	47,509.60
5	6" Stilling Well; including pipe/fittings, etc (complete)	150	LF	114.30	17,145.00
6	Underdrain Manhole (complete)	1	LS		11,016.20
7	6" Pond Underdrain; including perforated piping, sand & aggregate	1,050	LF	20.07	21,073.50
8	8" Underdrain Outfall; including piping, filter diaphragm (complete)	85	LF	111.50	9477.50
9	Concrete Overflow Structure; including plates & bollards (complete)	1	LS		113,406.00
10	Armored overflow channel, with fabric & compacted base (complete)	75	LF	898	67,350.00
11	Air Vent MH on 30" PI Line; including pipe, fittings, vent, etc (complete)	1	LS		22,382.74
12	PRV Blow-offs; including pipe, fittings, splash pad, etc (complete)	1	LS		16,531.00
Subtotal, Piping					511,915.44
D - Site Improvements					
1	Surface Water Diversion Berm	475	LF	5.57	2645.75
2	Drainage swale	250	LF	7.80	1950.00
3	Reseed/Revegetation	1.5	AC	8742.00	13,113.00
4	Site Fencing, Gates, Signs and Bollards	1,900	LF	56.73	107,787.00
5	UTBC access/maintenance road; including export (complete)	400	CY	52.40	20,960.00
6	RTU panel, antenna & programming (furnished by RCS, see quote)	1	LS	\$ 7,500	\$ 7,500
7	Site electrical, communication and controls (complete)	1	LS		60,581.00
Subtotal, Site Improvements					214,536.75
Bid Total (Parts A+B+C+D)					952,541.87

Notes: 1. Unit prices for each item indicated include labor, material, and all ancillary components to provide a complete item.

2. Quantities are approximate and should be verified by the Bidder. All items will be paid on a Lump Sump basis, not by Unit Rate.



2/23/2023



Lower Holbrook PI Reservoir RFP Decision Matrix

Step 1: List options as rows

Step 2: Determine important attributes and add/remove columns, as appropriate

Step 3: Assign relative weights to each attribute in row 9

Step 4: Assign objective 0-100 scores for how option satisfies each attribute

Step 5: Options with the highest scores should be considered

Option	Cost	Reputation & Past Performance		Experience	Fit/Vision	Score
		20 20%	30 30%			
Hadco Construction	90		83.75	86.25	86.25	86
Trapp Construction	100		60	67.5	68.75	72

Notes:

Hadco Construction		Cost	Reputation & Past Performance	Experience	Fit/Vision
Rater 1		90	85	80	85
Rater 2		90	85	85	85
Rater 3		90	85	90	85
Rater 4		90	80	90	90
Total Average		90	83.75	86.25	86.25

Trapp Construction		Cost	Reputation & Past Performance	Experience	Fit/Vision
Rater 1		100	60	65	70
Rater 2		100	55	65	65
Rater 3		100	65	70	70
Rater 4		100	60	70	70
Total Average		100	60	67.5	68.75



PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

7462

ISSUED TO: 4164
STUART C IRBY CO.
P.O. BOX 843959

DALLAS TX 75284

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

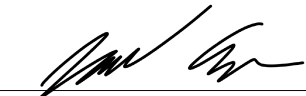
DEPARTMENT:

PURCHASE ORDER DATE: 04/20/2023

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	100.00	CLASS 2 45' WRC WOOD POLES	1,483.00	148,300.00	53-1415

TOTAL 148,300.00

Authorized By:



Department Head

City Council Approval Date *

* City Council approval required if greater than \$125,000

Mayor or City Administrator

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Regular Agenda

Subject:

Consideration of Project Selection for the 2023 Program Year Community Development Block Grant (CDBG).

Suggested Action:

Attachments:

[Lehi City FY23 CDBG Applications Summary.pdf](#)

[Holbrook Community Center Application.pdf](#)

[Friends of UCCJC Application.pdf](#)

[Lehi City Engineering Application.pdf](#)

[MAG Admin Application.pdf](#)



Lehi City FY23 CDBG Applications

Applicant	Requested Amount	Project
Holbrook Community Center	\$30,000	Furniture, technology, and storage needs for rooms in Curtis Center serving disabled individuals
Friends of Utah County Children's Justice Center	\$5,000	Mental health services for sexual abuse victims
Lehi City Engineering	\$295,000	Curb, gutter, sidewalk, and pavement
MAG Admin	\$50,000	CDBG program admin
Total: \$380,000		

Anticipated FY23 Allocation: \$333,305

Overage: \$46,695

B. Agency Information

Completed by michelle.holbrook@msn.com on 3/15/2023 10:39 PM

Case Id: 30226

Name: The Holbrook Community Center - 2023

Address: *No Address Assigned

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION

FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number

WYRJNLY1VF28

B.2. Federal Tax or Employer Identification Number (EIN):

46-1108094

B.3. Legal Status of Applying Organization:

501c3

FINANCE DIRECTOR

B.4. First Name

Michelle

B.5. Last Name

Holbrook

B.6. Mailing Address

1238 North 1200 West Lehi Utah 84043 Lehi, UT 84043-2842

B.7. Email Address

michelle.holbrook@msn.com

B.8. Phone Number

(801) 376-3567

PAST AWARD AND PERFORMANCE

B.9. If your organization has received a past CDBG award please assess your project accomplishments and grant managements performance

N/A

B.10. Describe your organizational capabilities. – How are people and resources brought together to accomplish the project?

N/A

Printed By: Taylor Draney on 4/19/2023

B.11. Please list prior year CDBG funding in the table below. Include all awards from Provo, Orem, Lehi, or Utah County.

Funding Year	Award Amount	Source	Project
FY2017	\$0.00		
FY2018	\$0.00		
FY2019	\$0.00		
FY2020	\$0.00		
FY2021	\$0.00		
	\$0.00		

C. Proposed Project

Completed by michelle.holbrook@msn.com on 3/15/2023 10:39 PM

Case Id: 30226

Name: The Holbrook Community Center - 2023

Address: *No Address Assigned

C. Proposed Project

Please provide the following information.

C.1. Project Location

The Curtis Center is set in the shadow of Mount Timpanogos in a beautiful newly developing area along 2100 North. The atmosphere is pristine and quiet, coupled with easy access just 1.5 miles from a major UTA hub. Transportation to TCC will utilize 15-passenger vans on and off campus. Anticipated completion of the project is summer 2023. The Curtis Center address is 3101 West 1950 North, Lehi, Utah.

Major development in the area has helped bring infrastructure to this undeveloped piece of property. The Curtis Center will be placed at the south end on a 5.25 donated site on a privately owned 40-acre piece of property. No other expected development is occurring on the property in the near future. We are very excited to have Primary Children's Hospital Utah County Project across the street from us! The 20 acres east of the Curtis Center site is wetlands. This could be future trails, garden spots, and picnic areas if land donors move that direction. It is a very special location for the population we will be serving!

C.2. Project Description

The purpose of our project is many-faceted. It will enable us to:

- Create a facility to help individuals with disabilities flourish
- Give parents serving their children respite from the daunting task of lifetime care
- Provide affordable services for those who do not have government funding
- Provide affordable recreational, sports, cultural, and social activities
- Collaborate with other disability service organizations, provide parent support and connection, and provide free community holiday activities

Through the Curtis Center, we will provide three tiers of service:

Level one services would be available free of charge to all who would like to attend and would be subsidized by community and corporate sponsors. These activities would be family based to provide support for individuals attending.

Level two services would be provided in collaboration with other organizations and people serving people with disabilities. Our philosophy is to collaborate, not compete, by facilitating a place of connections for individuals and families.

Level three services would be highly specialized services offered to individuals meeting specific criteria based on behavioral and medical needs.

The CDBG funding would be used specifically for the furniture, technological, and storage needs for two rooms dedicated to those with disabilities for exclusive use in the facility. These room will be home to HIVEs, JFK Works - vocational, educational/ activity programming, and other programs.

C.3. Activity Type

Public Service

C.4. If other, please explain.

n/a

C.5. Low- and Moderate- Income Breakdown: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. Percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the TOTAL number of persons served and multiplying by 100.

Income Level	Number	Percentage of Beneficiaries
81% AMI + Non-LMI		0.00 %
51-80% AMI Low Income		0.00 %
31-50% AMI Very Low Income		0.00 %
0-30% AMI Extremely Low Income	52	100.00 %
TOTAL	52	100.00 %

C.6. Describe how these figures were obtained or data source used.

The Holbrook Community Center used a personal survey to calculate the LMI for our group. Please see the uploaded survey in Section E Required Documentation. We collected Utah County Median Incomes through the U.S. Census Bureau Quick Facts (2021). In relationship to Utah county our participants income falls in the Extremely Low Income category. Our average individual annual income for the adults with disabilities we serve is \$9,917.07

Upon participant registration participants are asked specific data related to income, geographic location, ethnicity, race, and female status as to head of the household. We compile the information to understand the level of Low and Moderate - Income breakdown in the population we serve. Every adult in our services is on some type of Social Security or disability payment. Each individual person is considered a stand-alone to the IRS. Filing their own tax forms. The government payment received is well below the poverty levels listed at a national level. Most of those we serve are living with aged parents. Each individual we serve has a classified disability.

C.7. Project Need: Explain why the project is needed. What problem would your proposed project address?

The Curtis Center will focus on serving individuals with disabilities who do not have government funding. We currently serve individuals in Utah and Salt Lake counties, with our core target population based in area of north Utah County that includes Lehi, American Fork, Eagle Mountain, Saratoga Springs and Highland.

At age 22, federally guaranteed educational and therapeutic services to the disabled drop off completely. Many disabled people face decades of lonely, empty time with few resources. According to the CDC 22.4% of this population suffer from mental health disorders exacerbated by lack of social support.

As of 2021, Utah's population includes an estimated 34,047 people with severe disabilities. Of those, only 6,206 (18%) receive funding from the Utah Department of Human Services Division of Services for People with Disabilities. In the target area we serve, which is one of the fastest-growing areas in the state, we estimate that there are at least 1,793–5,380 individuals with disabilities.

C.8. What Supporting evidence and/or data do you have to substantiate this need?

Research driven topics that help us shape and drive our programs for individuals with disabilities Community Inclusion

- Helping people feel connected and included in their community
- Making sure program staff receive training about disability-related topics such as disability awareness, customer

Printed By: Taylor Draney on 4/19/2023

2 of 4

service for people with disabilities.

Guide to Community Preventive Services and Disability Inclusion | CDC (link)

Employment First

- Employment First represents the national shift toward integrated employment for people with disabilities, framed by the expectation that people of working age should be expected to work and contribute economically
- Each state has a set of goals and values that focus the definitions within their Employment First policy, making a public commitment to integrated employment for working-age individuals

Research to Practice: State Employment First Policies: State Definitions, Goals and Values (umb.edu) (link)

- Most recent U.S. disability employment statistics show that only 20 percent of people with disabilities are participating in the workforce, compared to 69.1 percent of people without disabilities

Employment for People with Disabilities (link)

Division of Services for People with Disabilities Government Funding

- 6,206 individuals with disabilities served through the entire state of Utah
- Concern for the many others that are not served
- Our direction would be to focus on those without government funding DSPD 2021 Annual Report (utah.gov)

C.9. Please describe the project outcomes.

The facility is 50% completed. The site is 25% completed. The music and art rooms are framed, have windows in place, electrical is installed and will be inspected by Lehi by 3/1/2023. Upon inspection approval, drywall, paint, flooring, and cupboard installation will be completed. Site work will resume when the weather warms up and the ground dries up. Anticipated complete finish date is August 2023.

C.10. How will you measure these outcomes?

We use rigorous data driven implementation of evidence-based practices with person centered goals. We measure key performance indicators in board meetings, instructor training/evaluation, annual review of participants, addressing need for change and growth through stakeholder surveys, and implementing research opportunities. Quantitative measures will be used for raised funds, pre-construction planning, contractor work, and numbers of participants attending. Qualitative measures including informal focus groups, surveys, and observation will be used for usage agreement drafts, follow up feedback of free activities, collaboration with other organizations and participants for adjustment to new facilities and schedules. Measurements will be done quarterly or upon completion of the event. Data will be shared with board members and stake holders including parents.

Our financial health is based on an twelve-year history of tuition, registration-based programs assisted by sponsors creating solvency. We pride ourselves on the relationships we have developed within the community. We see needs and find affordable solutions.

C.11. Project Objective: Please state the project objective that most accurately describes what will be accomplished by carrying out this activity.

Suitable Living Environment - Activities that benefit communities/ families/individuals by addressing issues in their living environment.

C.12. Project Outcome: Please state the proposed project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity.

Sustainability - Activities that promote livable or viable communities and neighborhoods by providing services or by reviving slums or blighted areas.

D. Project Cost and Funding Sources

Case Id: 30226

Name: The Holbrook Community Center - 2023

Address: *No Address Assigned

Completed by michelle.holbrook@msn.com on 3/15/2023 10:39 PM

D. Project Cost and Funding Sources

Please provide the following information.

D.1. Total Request:

\$30,000.00

D.2. Indicate how the project cost was determined. If actual project cost is not known, provide a cost estimate, and explain what it is based on:

Jess Bedingfield, Community & Economic Development Program Coordinator, met with Michelle Holbrook, Holbrook Community Center President for the 2022 application. Lehi City determined 2023 would be a better timetable for the grant application. Budget line items were adjusted considering inflation.

D.3. Budget - Provide a specific and detailed project line-time budget:

Line Item	Requested Lehi City CDBG	Other Leverage Funds
Music and Art Rooms sound systems	\$6,000.00	\$0.00
Music and Art Rooms projection system	\$2,500.00	\$0.00
Music and Art Rooms tables and chairs	\$6,000.00	\$0.00
Music and Art Rooms technological equipment storage carts	\$2,500.00	\$0.00
Music Room Smart Board	\$2,500.00	\$0.00
Music and Art Rooms storage room supplies - shelves	\$2,500.00	\$0.00
Music and Art Rooms iPads and computers	\$4,000.00	\$0.00
Music and Art Rooms Big Screen TV	\$4,000.00	\$0.00
TOTAL	\$30,000.00	\$0.00

D.4. CDBG Request and Other Sources of Funding: If known, please specify other sources of funds, and indicate below if these are committed. Total project cost should equal the sum of all listed sources of funds.

Funding Source	Source Name (provide details on Source)	Total Amount	Funding Status
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Printed By: Taylor Draney on 4/19/2023

CDBG Request	Lehi City Community Development Block Grant	\$30,000.00	Non-Committed
Other HUD Source		\$0.00	
Other State/Local Source		\$0.00	
Non-HUD Federal Source		\$0.00	
Other	Local corporations, foundations, private family donors, construction in-kind donation	\$8,285,701.00	Committed
TOTAL		\$8,315,701.00	

D.5. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
12/01/2020	12/30/2022	78% of fundraising completed for The Curtis Center for Arts and Educationa music and art rooms.	\$390,000.00 Completed
04/25/2022	04/25/2022	Groundbreaking for The Curtis Center fo Arts and Education included the music and art rooms.	Completed
12/30/2022	04/30/2023	90% of fundraising complete for The Curtis Center for Arts and Education and music and art rooms	\$450,000 in progress
04/30/2023	07/30/2023	100% of fundraising is complete for The Curtis Center for Arts and Education music and art rooms.	\$500,000 In progress
04/25/2022	07/30/2023	Construction is complete for The Curtis Center for Arts and Education music and art rooms.	In progress
08/01/2023	08/30/2023	Purchase furnishing and technological equipment for the music and art rooms.	with grant funding
08/30/2023	08/30/2023	Dedication of The Curtis Center for Arts	Specific date to be determined

		and Education and music and art rooms.	
09/05/2023	09/05/2023	Grand opening for The Curtis Center for Arts and Education including the music and art rooms.	Programming will begin for individuals with disabilities in the vocational room and facility will be open to the public. Specific date to be determined.

D.6. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years.

This project grows out of a unique relationship between two nonprofit organizations: The Holbrook Community Center, a building project nonprofit, and Just for Kids of Utah County a programming/educational nonprofit for people with disabilities. The background information will reflect this relationship.

Just for Kids (JFK) began in 2004 when a group of parents gathered to discuss their concerns about their children with disabilities, including sociability, sports inclusion, and education. They formed JFK as a nonprofit and partnered with a local school to provide a summer program for their children. In the years since, JFK programs have grown to serve adults, sports, & vocational training.

The dedicated space of our own facility would give us more control, flexibility, and options. Recognizing this need, we created the Holbrook Community Center nonprofit to realize our dream of building the Curtis Center as a home, hub, and special place for those we serve. We have entered a memorandum of understanding with Lehi City whereby they will operate and maintain the facility, as we provide dual use to our organization and to the citizens of Lehi.

Our services impact individuals with disabilities and their families. We serve over 475 people annually with the programs we offer. The unique relationship we have with Lehi City allows us to offer and serve more.

This is a one-time project. We have collected 78% of the funds. The project will move forward, we appreciate your support.

D.7. In the event that your request is not fully funded, please prioritize your needs including amounts, and address if the project will go forward if funds are not awarded.

In order of prioritization:

- 1) Music and art rooms Sound Systems - \$6,000.00
- 2) Music and art rooms Big Screen TVs - \$3,500.00
- 3) Music and art rooms Room Projection Systems - \$2,500.00
- 4) Music and art rooms iPads and Computers - \$4,000.00
- 5 Music and art rooms Tables and Chairs - \$6,000.00
- 6) Music and art rooms Technological Equipment Storage Systems - \$2,500.00
- 7) Music and art rooms Storage Room supplies - shelving etc. - \$2,500.00
- 8) Music room Smart Board -\$2,500.00

This is a one- time project. We have collected 78% of the funds. We appreciate the funds being requested and are excited that they will be used for equipment, technological supplies in a room solely designed and dedicated for the needs of the adults with disabilities that we serve in our community. The area that the CDGB funding would purchase will be used long term in the instruction and services rendered to this underserved, disadvantaged population.

D.8. What is the lowest grant award amount you would accept?

We will graciously accept any amount that is available. We are working hard to help a very vulnerable population. If these critical funds can be helped to serve others in a better way than we have outlined, we truly support those efforts of others in our community. Thank you!

The Curtis Center for Arts & Education Progress

Music & Art Rooms



B. Agency Information

Completed by rebeccam@utahcounty.gov on 2/6/2023 3:41 PM

Case Id: 30259

Name: Friends of Utah County Children's Justice Center

Address: *No Address Assigned

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION

FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number

GPR4F9VBWMC7

B.2. Federal Tax or Employer Identification Number (EIN):

87-0491594

B.3. Legal Status of Applying Organization:

501c3

FINANCE DIRECTOR

B.4. First Name

Susan

B.5. Last Name

Chasson

B.6. Mailing Address

315 South 100 East Provo, UT 84606

B.7. Email Address

susanch@utahcounty.gov

B.8. Phone Number

(801) 851-8554

PAST AWARD AND PERFORMANCE

B.9. If your organization has received a past CDBG award please assess your project accomplishments and grant managements performance

FY 2020

Utah County and Provo Joint CDBG awarded \$59,997, 238 victims provided with 930 therapy services.

Lehi CDBG awarded \$5000, 34 victims provided with over 142 therapy services.

FY2021

Utah County Joint CDBG awarded \$50,000, 373 victims served with 1,285 therapy services to date.

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Lehi CDBG awarded \$5,000, 64 victims provided with over 142 therapy services.

FY2022

Utah County Joint CDBG awarded \$44,295, 187 victims served with 285 therapy services to date.

Lehi CDBG awarded \$5,000, 21 victims provided with over 59 therapy services to date.

The Utah County CJC has demonstrated a consistent history of submitting reports on time with proper documentation and data.

B.10. Describe your organizational capabilities. – How are people and resources brought together to accomplish the project?

The focus of this proposed project is to enhance availability and access for child victims to the appropriate mental health treatment resources that they require in order to heal from the trauma that they have suffered. Appropriately trained, experienced mental health providers will be invited to participate in leveraging any funding provided through this grant by donating at least 50% of the fees typically charged for this specialized therapy. The CJC has developed partnerships with mental health professionals in the community that have been able to provide this service to our clients. Child victims and impacted family members will be provided crisis intervention and emotional support throughout the investigative process by the Utah County Children's Justice Center staff. The need for therapeutic intervention will be assessed and treatment referrals will be provided for individual and/or group therapy that is specialized and age-appropriate. When families cannot access the needed therapy for their children due to lack of financial resources, the funding provided by this grant will be utilized to provide essential therapy at 50% of normal cost for services for the children and families.

B.11. Please list prior year CDBG funding in the table below. Include all awards from Provo, Orem, Lehi, or Utah County.

Funding Year	Award Amount	Source	Project
FY2017	\$0.00		
FY2018	\$20,000.00	Utah County	Child Abuse Therapy Services
FY2019	\$30,000.00	Utah County	Child Abuse Therapy Services
FY2020	\$5,000.00	Lehi	Child Abuse Therapy Services
FY2021	\$5,000.00	Lehi	Child Abuse Therapy Services
	\$60,000.00		

C. Proposed Project

Completed by rebeccam@utahcounty.gov on 3/8/2023 12:38 PM

Case Id: 30259

Name: Friends of Utah County Children's Justice Center

Address: *No Address Assigned

C. Proposed Project

Please provide the following information.

C.1. Project Location

Project location will be at the Provo Children's Justice Center and possibly the North County CJC Satellite office in American Fork when the permanent location is complete. Project participants will be child abuse victims and their families who reside in Lehi city.

C.2. Project Description

Funding to provide evidence based, age-appropriate trauma specific mental health treatment access for child abuse victims and families, who reside in Lehi. These children/families have been impacted by serious sexual or physical abuse and do not have means to access critically needed therapy.

C.3. Activity Type

Public Service

C.4. If other, please explain.

N/A

C.5. Low- and Moderate- Income Breakdown: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. Percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the TOTAL number of persons served and multiplying by 100.

Income Level	Number	Percentage of Beneficiaries
81% AMI + Non-LMI	29	49.00 %
51-80% AMI Low Income	31	51.00 %
31-50% AMI Very Low Income		0.00 %
0-30% AMI Extremely Low Income		0.00 %
TOTAL	60	100.00 %

C.6. Describe how these figures were obtained or data source used.

Child abuse victims are presumed eligible LMI. Income verification forms are collected at time of assessment. CJC data of Lehi families requesting services in recent years. Project serves child abuse victims which are 100% Presumed Benefit LMI persons by definition.

C.7. Project Need: Explain why the project is needed. What problem would your proposed project address?

Entire communities pay a very high price for untreated abuse that children suffer. Child abuse, particularly serious

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1 of 3

physical or sexual abuse, is very traumatizing to children and families. Research shows long term effects of untreated child trauma from abuse include: drug/alcohol abuse, health issues, academic failure, suicide, mental illness, criminal behavior, vocational instability, marital failure, promiscuity, and an increased risk of abusing future generations. These ripple effects impact all of our communities. It is in the best interest of the child, family and community to treat the victim as early as possible to mitigate the long-term social, economic, physical and mental health effects related to trauma.

C.8. What Supporting evidence and/or data do you have to substantiate this need?

Child abuse, particularly serious physical abuse and / or sexual abuse, is extremely traumatic to children and their families. In the past, well-meaning adults have thought that stopping the abuse and not talking about it would simply allow the child to forget what happened. We now know that this is simply not true. The child perceives this lack of action as ignoring or minimizing something that has been very confusing and harmful. This message further erodes the child's perception of self-worth and allows a serious wound to fester and create problems in the child's future behavior and relationships. In child sexual abuse, the immediate physical trauma to the child may be deliberately very minimal, but the long-term psychological effect may be devastating if the child does not receive the help and understanding he or she needs. Long-term effects of childhood trauma without appropriate intervention and treatment can include: drug and alcohol abuse, suicide attempts, increased risk of re-victimization, mental illness, criminal behavior, chronic health problems, risk for intimate partner violence, multiple sexual partners, and multiple increased health risks.

(Adverse Childhood Experience (ACE) Study, Centers for Disease Control and Prevention)

C.9. Please describe the project outcomes.

When families cannot access the needed therapy for their children due to lack of financial resources, the funding provided by the CDBG will be utilized to provide essential therapy at 50% of normal cost for services for the children and families who are residents of Utah County (outside Lehi). If funded at \$5,000, approximately 60 Utah County child victims of abuse will receive more than 214 hours of critically needed, age-appropriate specialized evidence based treatment to heal from the trauma of abuse that they have suffered. Child victims of abuse must receive timely and appropriate treatment to stop the ongoing trauma of abuse and to address the long-term problems created by this trauma.

C.10. How will you measure these outcomes?

Funding will be used to provide access to critically needed mental health treatment for child victims/families that do not have other means of accessing appropriate therapy for the psychological trauma that they have suffered. Evidence based, age appropriate therapy will be accessed by nearly 60 child victims/secondary victims through trauma trained community therapists. As new child victims contact the Children's Justice Center to request assistance with trauma therapy services we will assess the families and make appropriate treatment referrals. We will have families with no other resources fill out Utah County CDBG Income Verification Statements and connect them with trauma trained therapists in the community who have agreed to offer services at the 50% reduced rate. Therapists will then submit a quarterly bill for services rendered. Outcome is measured by how many victims were served and how many therapy hours were provided to those victims.

C.11. Project Objective: Please state the project objective that most accurately describes what will be accomplished by carrying out this activity.

Suitable Living Environment - Activities that benefit communities/ families/individuals by addressing issues in their living environment.

C.12. Project Outcome: Please state the proposed project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity.

Availability/ Accessibility - Activities that make services, infrastructure, housing, and shelter available and accessible.

Note that accessibility does not only refer to physical barriers.

D. Project Cost and Funding Sources

Case Id: 30259

Name: Friends of Utah County Children's Justice Center

Address: *No Address Assigned

Completed by rebeccam@utahcounty.gov on 3/8/2023 12:53 PM

D. Project Cost and Funding Sources

Please provide the following information.

D.1. Total Request:

\$5,000.00

D.2. Indicate how the project cost was determined. If actual project cost is not known, provide a cost estimate, and explain what it is based on:

Based on what was requested by Lehi residence to the Children's Justice Center last year the Lehi portion of the project will cost \$7,500. We work diligently to get other funding sources. Request to Lehi city is \$5,000 with a \$2,500 grant donor match. Prior to COVID the Friends of the Utah County CJC expended over \$102,000 on therapy. During COVID we saw a significant drop in therapy attendance due to closures and social distancing. We do anticipate spending \$80,000 this year on therapy services.

D.3. Budget - Provide a specific and detailed project line-time budget:

Line Item	Requested Lehi City CDBG	Other Leverage Funds
Payment of direct therapy services for child abuse victims	\$5,000.00	\$75,000.00
Therapy Services donated at 50% of cost. (\$5,000 in kind)	\$0.00	\$0.00
CJC Admin & support staff (\$1,000 in kind)	\$0.00	\$0.00
CJC facility and specialized treatment (\$1,000 in kind)	\$0.00	\$0.00
TOTAL	\$5,000.00	\$75,000.00

D.4. CDBG Request and Other Sources of Funding: If known, please specify other sources of funds, and indicate below if these are committed. Total project cost should equal the sum of all listed sources of funds.

Funding Source	Source Name (provide details on Source)	Total Amount	Funding Status
CDBG Request	Lehi CDBG	\$5,000.00	Non-Committed
Other HUD Source	Joint CDBG	\$60,000.00	Non-Committed
Other State/Local Source		\$0.00	
Non-HUD Federal Source		\$0.00	
Other	IN-N-Out Foundation, Watkins	\$15,000.00	Committed

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	Foundation, FBR Family Foundation		
TOTAL		\$80,000.00	

D.5. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/01/2023	06/30/2024	Treatment Assessments	Complete/comply with CDBG requirements & child/family assessed for treatment needs.
07/01/2023	06/30/2024	Treatment Referrals	Treatment referrals for timely therapy as needed per individual victim.
07/01/2023	06/30/2024	Families Request Help	Families request grant funds for therapy and individuals approved.
07/01/2023	06/30/2024	Pay Billings	Will receive and pay billing requests from therapist and process payment.
07/01/2023	06/30/2024	Reports/Reimbursements	Will prepare and submit quarterly reports/requests for reimbursement.

D.6. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years.

We continuously seek out new grants to diversify our funding sources to ensure we can support the changing needs of the community. We are seeking out new donations and applying for grants on an almost monthly basis.

D.7. In the event that your request is not fully funded, please prioritize your needs including amounts, and address if the project will go forward if funds are not awarded.

If funded at \$5,000 (with \$2,500 private match), then 60 Lehi city child victims of abuse will receive more 214 hours of critically needed, age-appropriate specialized treatment to heal from the trauma of abuse that they have suffered. Any funds donated directly correlate to number of children served with therapy. If not fully funded, the Friends of the Utah County CJC would continue to seek out funding sources to support the therapy program for victims and families in need, however, the CDBG funds do play a critical role in the CJC's ability to provide uninterrupted therapeutic services for victims.

D.8. What is the lowest grant award amount you would accept?

Any amount would benefit the victims in this community. We would accept \$3,000.

B. Agency Information

Last modified by dbutler@lehi-ut.gov on 1/26/2023 2:48 PM

Case Id: 30229

Name: Lehi City CDBG - Engineering - 2023

Address: *No Address Assigned

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION

FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number

K3ARX1WQFAS5

B.2. Federal Tax or Employer Identification Number (EIN):

87-6000240

B.3. Legal Status of Applying Organization:

Local Government

FINANCE DIRECTOR

B.4. First Name

Lorin

B.5. Last Name

Powell

B.6. Mailing Address

153 North 100 East Lehi, UT 84043

B.7. Email Address

ltpowell@lehi-ut.gov

B.8. Phone Number

(385) 201-2528

PAST AWARD AND PERFORMANCE

B.9. If your organization has received a past CDBG award please assess your project accomplishments and grant managements performance

With the help of City Staff and Consultants and additional funding from the City, the previous project were completed and look great.

B.10. Describe your organizational capabilities. – How are people and resources brought together to accomplish the project?

Lehi City Engineering, Power, Water, Streets, and Drainage Departments all assisted in the design, administration and

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construction at not cost to the project. The Design Engineer and the Construction was preformed by other and completed a successful project.

B.11. Please list prior year CDBG funding in the table below. Include all awards from Provo, Orem, Lehi, or Utah County.

Funding Year	Award Amount	Source	Project
FY2017	\$227,442.00	Lehi	100 North - 100 E to 400 E
FY2018	\$250,990.00	Lehi	100 North - 100 E to 400 E
FY2019	\$251,815.00	Lehi	300 North - Center to 300 W
FY2020	\$267,127.00	Lehi	300 North - Center to 300 W
FY2021	\$309,424.00	Lehi	300 West - 200 N to 300 N
	\$1,306,798.00		

C. Proposed Project

Last modified by dbutler@lehi-ut.gov on 1/26/2023 2:49 PM

Case Id: 30229

Name: Lehi City CDBG - Engineering - 2023

Address: *No Address Assigned

C. Proposed Project

Please provide the following information.

C.1. Project Location

200 West - from 600 North to State Street.

C.2. Project Description

Install Curb & Gutter, Sidewalk and pavement on the west side of 200 West

C.3. Activity Type

Infrastructure

C.4. If other, please explain.

N/A

C.5. Low- and Moderate- Income Breakdown: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. Percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the TOTAL number of persons served and multiplying by 100.

Income Level	Number	Percentage of Beneficiaries
81% AMI + Non-LMI		0.00 %
51-80% AMI Low Income		0.00 %
31-50% AMI Very Low Income		0.00 %
0-30% AMI Extremely Low Income		0.00 %
TOTAL	0	0.00 %

C.6. Describe how these figures were obtained or data source used.

We knocked on all the homes involved and had the residents fill out the survey form.

C.7. Project Need: Explain why the project is needed. What problem would your proposed project address?

This project will include the installation of Curb & Gutter, Sidewalk and Pavement which will greatly improve the safety on this section of 200 West. This section will also improve the walkability to the Lehi Elementary School. This will fill in another section between Main Street and State Street.

C.8. What Supporting evidence and/or data do you have to substantiate this need?

Counts and adopted Downtown Revitalization Plan.

C.9. Please describe the project outcomes.

Improved traffic circulation and pedestrian mobility around the Lehi Elementary School.

C.10. How will you measure these outcomes?

Traffic and pedestrian counts

C.11. Project Objective: Please state the project objective that most accurately describes what will be accomplished by carrying out this activity.

Suitable Living Environment - Activities that benefit communities/ families/individuals by addressing issues in their living environment.

C.12. Project Outcome: Please state the proposed project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity.

Availability/ Accessibility - Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not only refer to physical barriers.

D. Project Cost and Funding Sources

Case Id: 30229

Name: Lehi City CDBG - Engineering - 2023

Address: *No Address Assigned

Last modified by dbutler@lehi-ut.gov on 1/26/2023 2:50 PM

D. Project Cost and Funding Sources

Please provide the following information.

D.1. Total Request:

\$295,000.00

D.2. Indicate how the project cost was determined. If actual project cost is not known, provide a cost estimate, and explain what it is based on:

Cost estimates are from previous projects and current bids.

D.3. Budget - Provide a specific and detailed project line-time budget:

Line Item	Requested Lehi City CDBG	Other Leverage Funds
Mobilization	\$15,000.00	\$0.00
Traffic Control	\$5,000.00	\$0.00
Landscaping	\$17,000.00	\$0.00
Sawcut, Remove & Dispose Asphalt	\$11,650.00	\$0.00
Curb & Gutter	\$33,075.00	\$0.00
Sidewalks & ADA Ramps	\$35,425.00	\$0.00
Concrete Driveway & Approaches	\$28,745.00	\$0.00
Asphalt Pavement	\$75,000.00	\$0.00
Remove Misc Items -	\$21,000.00	\$0.00
Contingency	\$13,105.00	\$0.00
Engineering	\$40,000.00	\$0.00
TOTAL	\$295,000.00	\$0.00

D.4. CDBG Request and Other Sources of Funding: If known, please specify other sources of funds, and indicate below if these are committed. Total project cost should equal the sum of all listed sources of funds.

Funding Source	Source Name (provide details on Source)	Total Amount	Funding Status
CDBG Request	2023 CDBG	\$295,000.00	Non-Committed
Other HUD Source		\$0.00	
Other State/Local Source	City Funds	\$0.00	Committed
Non-HUD Federal Source		\$0.00	
Other		\$0.00	

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TOTAL		\$295,000.00	
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D.5. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/15/2023	08/15/2023	Funds Available	
07/01/2023	08/01/2023	Enviromental to be completed by MAG	
08/01/2023	09/01/2023	Engineering	
09/01/2023	11/15/2023	Bid Project	
12/01/2023	06/01/2024	Construction Activities	

D.6. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years.

City may budget these improvements over the next 10 to 20 years.

D.7. In the event that your request is not fully funded, please prioritize your needs including amounts, and address if the project will go forward if funds are not awarded.

Not at this time

D.8. What is the lowest grant award amount you would accept?

\$275,000.00

B. Agency Information

Completed by jdelora@mountainland.org on 2/27/2023 9:39 AM

Case Id: 30272

Name: MAG program admin - 2023

Address: *No Address Assigned

B. Agency Information

Please provide the following information.

ADDITIONAL AGENCY INFORMATION

FEDERALLY REQUIRED INFORMATION: (The following information is required by the U.S. Department of Housing and Urban Development (HUD) for reporting purposes.)

B.1. UEI Number

CCKVXTN17L54

B.2. Federal Tax or Employer Identification Number (EIN):

870294098

B.3. Legal Status of Applying Organization:

Local Government

FINANCE DIRECTOR

B.4. First Name

April

B.5. Last Name

Crane

B.6. Mailing Address

586 E 800 N Orem, UT 84097

B.7. Email Address

acrane@mountainland.org

B.8. Phone Number

(801) 229-3830

PAST AWARD AND PERFORMANCE

B.9. If your organization has received a past CDBG award please assess your project accomplishments and grant managements performance

NA

B.10. Describe your organizational capabilities. – How are people and resources brought together to accomplish the project?

NA

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B.11. Please list prior year CDBG funding in the table below. Include all awards from Provo, Orem, Lehi, or Utah County.

Funding Year	Award Amount	Source	Project
FY2017	\$0.00		
FY2018	\$0.00		
FY2019	\$0.00		
FY2020	\$0.00		
FY2021	\$0.00		
	\$0.00		

C. Proposed Project

Completed by jdelora@mountainland.org on 2/27/2023 9:39 AM

Case Id: 30272

Name: MAG program admin - 2023

Address: *No Address Assigned

C. Proposed Project

Please provide the following information.

C.1. Project Location

NA

C.2. Project Description

NA

C.3. Activity Type

Other

C.4. If other, please explain.

Admin

C.5. Low- and Moderate- Income Breakdown: Based on HUD LMI guidelines, calculate the breakdown of LMI persons your project will serve. Percent of total beneficiaries is calculated by dividing the number of persons served in an income category by the TOTAL number of persons served and multiplying by 100.

Income Level	Number	Percentage of Beneficiaries
81% AMI + Non-LMI		0.00 %
51-80% AMI Low Income		0.00 %
31-50% AMI Very Low Income		0.00 %
0-30% AMI Extremely Low Income		0.00 %
TOTAL	0	0.00 %

C.6. Describe how these figures were obtained or data source used.

NA

C.7. Project Need: Explain why the project is needed. What problem would your proposed project address?

NA

C.8. What Supporting evidence and/or data do you have to substantiate this need?

NA

C.9. Please describe the project outcomes.

NA

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C.10. How will you measure these outcomes?

NA

C.11. Project Objective: Please state the project objective that most accurately describes what will be accomplished by carrying out this activity.

Suitable Living Environment - Activities that benefit communities/ families/individualsby addressing issues in their living environment.

C.12. Project Outcome: Please state the proposed project performance measurement outcome that most accurately describes what will be accomplished by carrying out this activity.

Availability/ Accessibility - Activities that make services, infrastructure, housing, and shelter available and accessible.

Note that accessibility does not only refer tophysical barriers.

D. Project Cost and Funding Sources

Case Id: 30272

Name: MAG program admin - 2023

Address: *No Address Assigned

Completed by jdelora@mountainland.org on 2/27/2023 9:42 AM

D. Project Cost and Funding Sources

Please provide the following information.

D.1. Total Request:

\$50,000.00

D.2. Indicate how the project cost was determined. If actual project cost is not known, provide a cost estimate, and explain what it is based on:

NA

D.3. Budget - Provide a specific and detailed project line-time budget:

Line Item	Requested Lehi City CDBG	Other Leverage Funds
Planning and Admin	\$50,000.00	\$0.00
TOTAL	\$50,000.00	\$0.00

D.4. CDBG Request and Other Sources of Funding: If known, please specify other sources of funds, and indicate below if these are committed. Total project cost should equal the sum of all listed sources of funds.

Funding Source	Source Name (provide details on Source)	Total Amount	Funding Status
CDBG Request		\$50,000.00	
Other HUD Source		\$0.00	
Other State/Local Source		\$0.00	
Non-HUD Federal Source		\$0.00	
Other		\$0.00	
TOTAL		\$50,000.00	

D.5. Project Timeline: Please provide a detailed timeline of all project activities and milestones.

Approximate Start Date	Approximate End Date	Milestone/Activities	Notes
07/01/2023	06/30/2024	Admin	

D.6. If funded, please describe how you would continue to implement the project/program if CDBG funds are not available in future years.

NA

D.7. In the event that your request is not fully funded, please prioritize your needs including amounts, and address if the project will go forward if funds are not awarded.

NA

D.8. What is the lowest grant award amount you would accept?

50000

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-21 approving an agreement between Lehi City and Hadco for the construction of the Holbrook lower pressurized irrigation pond.

Suggested Action:

Attachments:

[Res 2023-21.docx](#)

[Agreement-Holbrook Lower PI Pond \(Hadco\).docx](#)



RESOLUTION NO. 2023-21

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT BETWEEN LEHI CITY
AND HADCO CONSTRUCTION LLC FOR THE CONSTRUCTION OF THE HOLBROOK LOWER
PRESSURIZED IRRIGATION POND

WHEREAS, Lehi City (“City”) needs to construct the Holbrook Lower Pressurized Irrigation Pond;

WHEREAS, Lehi City issued RFP 2023-10 and awarded the project to Hadco Construction LLC to perform the work;

WHEREAS, on April 25th, 2023, 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) that it should approve the Agreement with Hadco Construction LLC; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the agreement and take all other such action as is necessary to make them effective.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 25th day of April, 2023.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit “A”

AGREEMENT FOR HOLBROOK LOWER PI POND

THIS AGREEMENT FOR THE Lower Holbrook PI Pond ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Hadco Construction LLC, whose principal place of business is located at 1450 West 1850 North Lehi, Utah 84043 ("Contractor").

WHEREAS, City desires to contract for the construction of the Holbrook Lower 30 Acre ft PI pond (the "Work"); and

WHEREAS, City issued RFP 2023-10 and Contractor submitted a Response to RFP 2023-10 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as further described in RFP 2023-10 and Contractor's Response to RFP 2023-10 dated March 16, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than October 1st, 2023.

3. Payment. Within 30 days of City's inspection and approval of the completion of the Work, City shall pay Contractor \$1,021,924.25.

4. Changes in Performance. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. Withholding Payment for Defective Performance. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to

comply with the terms and conditions of this Agreement.

6. Termination. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

6.4 If the Lehi City Council decides not to appropriate a sufficient amount of resources to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified

of the non-appropriation event.

7. Taxes.

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. Indemnification and Insurance.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: 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.

8.4 Contractor, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of at least \$250,000 for any one person, and \$500,000 for any one occurrence, and a property damage limit per occurrence of \$250,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

8.5 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect.

8.6 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. Performance and Warranty Bonds or Letters of Credit.

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with a performance bond and a payment bond in the amount of the Payment. The completed performance bond and payment bond are attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond and a payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and property payment to subcontractors; if any.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty bond/letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. Representations and Warranties.

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

11. Confidentiality. The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*, as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as “confidential” or “private.” Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor’s possession or control, and which are designated “confidential” or “private.” Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. Authority. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. Notice.

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:

Lehi City Corporation
Attn: Greg Allred
153 North 100 East
Lehi, Utah 84043

To Contractor:

Hadco Construction
Attn: Kendall Page
1450 West 1850 North
Lehi, Utah 84043

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. Attorneys’ Fees and Costs. Each party shall bear its own attorneys’ fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys’ fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

15. Non-Waiver. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. Binding Effect. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. Assignment. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. Amendments. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. Time. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. Force Majeure. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

Dated the ____ day of _____, 2023.

Hadco Construction LLC.

By:
Its:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this ____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Hadco Construction and that said document was signed by him/her in behalf of said Limited Liability Company, by Authority of its Articles of Organization, Operating Agreement, or Resolution of its Members/Managers and said _____ acknowledged to me that said Company executed the same.

Witness my hand and official seal.

(notary signature)

Dated the ____ day of _____, 2023.

Lehi City Corporation

Mayor Mark Johnson

Attest:

Teisha, Wilson, City Recorder

EXHIBIT A – Description of Work

The work includes but is not limited to the construction of a 30-acre foot PI reservoir with LLDPE liner. Installation of all pipe work, screens, grading, concrete sump, air release valve and associated structure, power conduit, SCADA equipment, access road, overflow structure and all other work as described in RFP- 2023-10.

EXHIBIT B – Performance Bond and Payment Bond

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-22 approving an agreement between Lehi City and Water Well Services for the Flight Park well drilling project.

Suggested Action:

Attachments:

[Res 2023-22.docx](#)

[Flight Park Well Agreement 00 52 00 - to City Council.docx](#)



RESOLUTION NO. 2023-22

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT BETWEEN
LEHI CITY AND WATER WELL SERVICES FOR THE FLIGHT PARK WELL DRILLING PROJECT

WHEREAS, Lehi City (“City”) needs to drill the Flight Park Well;

WHEREAS, Lehi City determined that Water Well Services’ bid was the lowest responsive
and responsible bid and awarded it the project;

WHEREAS, on April 25th, 2023, 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) that it should approve the Agreement with Water Well Services ; and (ii) such
action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement attached hereto as Exhibit “A” is hereby approved and the Mayor is
authorized to execute the agreement and take all other such action as is necessary to make
them effective.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 25th day of April, 2023.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit “A”

DOCUMENT 00 52 00
AGREEMENT

This Agreement is by and between Lehi City ("Owner") and
Water Well Services ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 CONTRACTOR SHALL COMPLETE ALL WORK AS SPECIFIED OR INDICATED IN THE CONTRACT DOCUMENTS. THE WORK IS GENERALLY DESCRIBED AS FOLLOWS:

Description and Scope of Work: Request for Proposals to Drill a production borehole for the construction of a production water well. The well is to be drilled to a total depth not to exceed 1500 feet. The well will be drilled with 20-inch casing to a minimum depth of 800 feet deep. The Bidder will propose a drilling method and strategy to meet these requirements which may include telescoping boreholes/casings. The well casing may be perforated or screened depending upon the successful Bidder's proposed drilling & construction method. The bidder shall propose a method for determining zonal water quality at the earliest possible timeframe. The well will be swabbed (Bidder to propose method & swab tool configuration) and test-pump developed to determine anticipated yield and water quality. Anticipated production is from a fractured bedrock (quartzite) aquifer. The well will be constructed to Utah drinking water standards.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lehi City – Flight Park Well Drilling Project.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Hansen, Allen & Luce, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete within thirty (30) calendar months and completed and ready for final payment within thirty-two (32) calendar months in accordance with Paragraph 15.06 of the General Conditions.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner \$200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 80 percent of the value of the Work completed (with the remaining balance being held as further defined below):
 - i) Five (5) percent of the remaining withheld balance will be held as retainage.
 - ii) Fifteen (15) percent of the remaining withheld balance will be held as a cash security deposit in lieu the receipt of a Performance and Payment Bond from Contractor.
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear a maximum interest rate of up to or equal to Owner's maximum interest rate, but in no case greater than 4 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 3. General Conditions.

4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (Well Schematics) with each sheet bearing the following general title:
Lehi City – Flight Park Well Drilling Project.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers 1 to 3 , inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. _____
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been

identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Lehi City

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

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City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-23 approving an agreement between Lehi City and SIRQ Construction for pre-construction and construction services for Lehi Family Park phase I.

Suggested Action:

Attachments:

[Res 2023-23.docx](#)

[Agreement-Lehi Family Park Construction Phase 1 \(SIRQ\).docx](#)



RESOLUTION NO. 2023-23

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT
BETWEEN LEHI CITY AND SIRQ CONSTRUCTION INC FOR PRE-CONSTRUCTION AND
CONSTRUCTION SERVICES FOR LEHI FAMILY PARK PHASE I

WHEREAS, Lehi City ("City") desires to construct Phase I of Lehi Family Park;

WHEREAS, City issued RFQ #2023-06 and Contractor submitted a Response to RFQ #2023-06 which City determined to be the lowest responsive and most responsible proposal/bid and awarded the project to SIRQ Construction Inc.;

WHEREAS, on April 25, 2023 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) that it should approve the Agreement with SIRQ Construction Inc.; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Agreement attached hereto as Exhibit "A" are hereby approved and the Mayor is authorized to execute the agreements and take all other such action as is necessary to make them effective.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 25th day of April, 2023.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit “A”

AGREEMENT FOR THE CONSTRUCTION OF LEHI FAMILY PARK PHASE 1

THIS AGREEMENT FOR THE CONSTRUCTION OF LEHI FAMILY PARK PHASE 1 ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and SIRQ Construction, Inc. whose principal place of business is located at 3900 N. Traverse Mountain Blvd, Suite 202 Lehi, UT 84043 ("Contractor").

WHEREAS, City desires to contract for the construction of the first phase of a new family park located at 1800 North 500 East Lehi, UT 84043(the "Work"); and

WHEREAS, City issued RFQ # 2023-06 and Contractor submitted a Response to RFQ # 2023-06 which City determined to be the lowest responsive and most responsible proposal/bid and the City desires to contract with Contractor to perform the Work;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in RFQ #2023-06 and Contractor's Response to RFQ #2023-06 dated March 3, 2023, both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than May 24, 2024.

3. Payment. City shall pay Contractor an amount not to exceed Nineteen Thousand, One Hundred Thirty-Six Dollars for pre-construction services. Contractor shall not exceed a Three Percent (3%) construction fee based on a Fifteen Million Dollar project budget nor Three Hundred Fifty Thousand, Eight Hundred Twenty and Forty-Two Cents in General Conditions. City shall pay contractor One Hundred Thirty-Two Thousand Dollars for required bonding.

3.1 Pre-Construction Fixed Fee	\$19,136.00
3.2 Construction Fee % (GMP TBD)	3%
3.3 General Conditions (Based on Assumed Schedule)	\$350,820.42
3.4 Bonding (Based on \$15MM)	\$132,000.00

4. Changes in Performance. All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional

consideration for changes in performance which were not authorized as contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

5. Withholding Payment for Defective Performance. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

6. Termination. The City may terminate this Agreement at any time if, in the sole discretion of the City, Contractor's performance under this Agreement is unsatisfactory, Contractor fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein, or Contractor has otherwise materially breached this Agreement.

6.1 Before terminating this Agreement if Contractor's performance is unsatisfactory, the City shall first provide written notice to Contractor of the City's intention to terminate this Agreement. The notice of termination must be provided by City to Contractor at least seven (7) calendar days prior to termination. After receiving such notice of termination from City, Contractor shall have the next five (5) working days in which to cure any deficiency noted by the City. If Contractor adequately cures any such deficiency to the sole satisfaction of the City, this Agreement shall continue. However, in the event Contractor fails to adequately cure any such deficiency, this Agreement shall terminate and Contractor shall be liable for any resulting damages associated with the deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

6.2 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Contractor of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Contractor at least seven (7) calendar days prior to termination.

6.3 Any Work which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the Work after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto.

If City terminates this Agreement without cause, Contractor shall be paid a pro

rata portion of the Payment for the reasonable value of the Work that Contractor has completed or performed prior to the date of termination.

6.4 If the Lehi City Council decides not to appropriate a sufficient amount of resources to fund the consideration payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. Taxes.

7.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

8. Indemnification and Insurance.

8.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

8.2 Contractor, at its own expense, shall provide: Workers' Compensation

Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease and employee. No owner or officer may be excluded. Rights of subrogation against the city shall be waived.

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: 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.

8.4 Contractor, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of at least \$250,000 for any one person, and \$500,000 for any one occurrence, and a property damage limit per occurrence of \$250,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

8.5 Before commencing the Work, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect.

8.6 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

9. Performance and Warranty Bonds or Letters of Credit.

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with a performance bond and a payment bond in the amount of the Payment. The completed performance bond and payment bond are attached hereto as Exhibit B. In the event that Contractor fails to provide a performance bond and a payment bond within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the performance bond and payment bond are to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement and property payment to subcontractors; if any.

9.3 The performance bond and payment bond shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.6.

9.4 Prior to the City's approval and acceptance of the Work, Contractor must provide the City with a warranty bond/warranty letter of credit in the amount of 10% of the Payment. The completed warranty bond/warranty letter of credit is attached as Exhibit C.

9.4.1 The purposes of the warranty bond/letter of credit is to guarantee that the Work:

(A) complies with this Agreement; and

(B) will not fail in any material respect as a result of poor workmanship or materials within the Warranty Period.

9.5 The warranty bond/warranty letter of credit shall remain valid for the entire Warranty Period.

9.6 Approval and acceptance of the Work shall be deemed to have occurred when each of the following events have been satisfied:

(A) Contractor provides written notice to the City that Contractor considers the Work to be complete.

(B) The City provides written approval and acceptance of the Work, or fails to provide a written response to Contractor, within thirty (30) days after receiving the notification contemplated by Section 9.6(A), indicating the additional work which the City considers incomplete pursuant to this Agreement.

10. Representations and Warranties.

10.1 Each party represents that:

10.1.1. Its signatory has the authority to the party to this Agreement.

10.1.2 It has not sold, assigned, or otherwise transferred any interest in the claims or subject matter contemplated by this Agreement.

10.2 Contractor represents and warrants that:

10.2.1. Contractor has sufficiently and reasonably researched the requirements of this Agreement, understands the same, and is able to competently perform each of its duties and obligations required hereunder.

10.2.2. Contractor warrants the workmanship, materials, proper functioning, and manner of the Work contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Work does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Contractor, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Work in good and operating condition (to the City's sole satisfaction). Should any portion of the Work imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Contractor's expense – to be paid by Contractor within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City

10.3 Contractor's licensure or authority to transact business issued by the Utah Division of Corporations and Commercial Code and the Utah Division of Occupational and Professional Licensing, as well as any other required licensure, is currently active, and shall remain active throughout the performance of this Agreement.

11. Confidentiality. The parties acknowledge that this Agreement may be subject to public disclosure pursuant to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, *et seq.*, as the same may be amended from time to time.

Notwithstanding the above, Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private." Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." Contractor further agrees to bind its employees and any sub-contractors to the terms and conditions of this Section 11.

12. Authority. Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.

13. Notice.

13.1 If any notice is required to be provided pursuant to the terms and conditions of this Agreement, said notice must be provided as follows:

To the City:

Lehi City Corporation
Attn: Steve Marchbanks
153 North 100 East

Lehi, Utah 84043

To Contractor:

SIRQ Construction
Attn: Bret Vargason
3900 N. Traverse Mtn Blvd.
Suite 202

Lehi, Utah 84043

13.2 If notice is sent via regular mail, commercial courier, and the like, receipt thereof shall be presumed on the third Calendar Day thereafter.

14. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such

party may be entitled.

15. Non-Waiver. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.

16. Binding Effect. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.

17. Assignment. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

18. Amendments. This Agreement may not be modified, amended, or terminated, except by an instrument in writing.

19. Time. Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.

20. Force Majeure. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

21. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

23. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements,

representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

[signature page to follow]

Dated the ____ day of _____, 2023.

SIRQ Construction

By: Bret M. Vargason
Its: Operations Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this ____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of SIRQ Construction and that said document was signed by him/her in behalf of said S-Corporation by Authority of its Articles of Incorporation, Bylaws, or Resolution of its Board and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

(notary signature)

Dated the ____ day of _____, 2023.

Lehi City Corporation

Mayor Mark Johnson

Attest:

Teisha, Wilson, City Recorder

EXHIBIT A – Contract Documents

(Forthcoming)

EXHIBIT B – Performance Bond and Payment Bond

(Forthcoming)

EXHIBIT C – Warrant Bond

(Forthcoming)

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-24 approving an option and lease agreement with New Cingular Wireless for a cell tower.

Suggested Action:

Attachments:

[Res 2023-24.docx](#)

[Agreement-Cell Tower Option and Lease \(AT&T\).docx](#)



RESOLUTION NO. 2023-24

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN OPTION AND LEASE AGREEMENT
WITH NEW CINGULAR WIRELESS PCS LLC

WHEREAS, the City owns real property located in Lehi at approximately 2700 W Parkside Drive, otherwise known as Olympic Park ("Property");

WHEREAS, the City desires to grant New Cingular Wireless PCS LLC an option for the right to use a portion of the Property for a cell tower and associated equipment in accordance with an Option and Lease Agreement;

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds that: (i) the Option and Lease Amendment with New Cingular Wireless PCS LLC should be approved; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Option And Lease Agreement with New Cingular Wireless PCS LLC attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.
2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 25th day of April, 2023.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

Exhibit “A”

Cell Site #: UTL04124
Cell Site Name: LEHI_RIVERWALK_UTL04124
Fixed Asset #: 15705695
State: UTAH
County: UTAH

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("Agreement") is executed in duplicate this ____ day of _____, 2023 ("Effective Date"), by and between the **Lehi City Corporation, 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 2700 W Parkside Drive, 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 public park 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 public use of the park 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 use of the Property as a park, 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 students of the elementary school or 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	\$30,000.00
4% INCREASE	\$1,200.00
YEAR 2	\$31,200.00
4% INCREASE	\$1,248.00
YEAR 3	\$32,448.00
4% INCREASE	\$1,297.92
YEAR 4	\$33,745.92
4% INCREASE	\$1,349.84
YEAR 5	\$35,095.76
4% INCREASE	\$1,403.83
YEAR 6	\$36,499.59
4% INCREASE	\$1,459.98
YEAR 7	\$37,959.57

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 foregoing 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 #: UTL04124; Cell Site Name: Lehi Riverwalk (UT)
 Fixed Asset #: 15705695
 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 #: UTL04124; Cell Site Name: Lehi Riverwalk (UT)
Fixed Asset #: 15705695
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 its 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 or 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.

NOTARY PUBLIC

[SEAL]

EXHIBIT "A"

Legal Description of the "Property":

LESSOR 'S LEGAL DESCRIPTION THE LAND IS DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED TRACT (S) OF LAND IN UTAH COUNTY, STATE OF UTAH, TO WIT: BEGINNING A POINT WHICH IS 713.82 FEET NORTH AND 1580.39 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SLB&M; THENCE N. 61°34'43" W. A DISTANCE OF 516.41 FEET; THENCE N. 15°55'54" E. A DISTANCE OF 143.83 FEET; THENCE N. 20°29'54" E A DISTANCE OF 338.69 FEET; THENCE N. 51°27'06" W. A DISTANCE OF 65.48 FEET; THENCE N 15°36'10" E. A DISTANCE OF 61.64 FEET; THENCE N. 68°38'42" E. A DISTANCE OF 199.78 FEET; THENCE N. 55°29'57" E. A DISTANCE OF 223.29 FEET; THENCE N. 51°13'42" E. A DISTANCE OF 342.21 FEET; THENCE S. 00°50'00" W. DISTANCE OF 204.72 FEET; THENCE S. 59°57'43" E. A DISTANCE OF 260.29 FEET; THENCE S. 37°25'22" W DISTANCE OF 135.76 FEET; THENCE S. 01°02'09" E. A DISTANCE OF 109.33 FEET; THENCE S. 36°15'27" E A DISTANCE OF 110.26 FEET; THENCE S. 00°04'51" E. A DISTANCE OF 60.00 FEET; THENCE S. 89°55'09" W. A DISTANCE OF 182.39 FEET; THENCE S. 45°01'02" W A DISTANCE OF 132.15 FEET; THENCE S. 00°04'51" E. A DISTANCE OF 417.91 FEET; THENCE N. 89°38'06" W. A DISTANCE OF 20.00 FEET TO THE POINT OF CURVATURE OF A 303.00-FOOT RADIOS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 299.99 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE 55°43'35", SUBTENDED BY A CHORD THAT BEARS S. 62°00'07" W, A DISTANCE OF 287.89 FEET TO THE POINT OF BEGINNING, CONTAINING 14.99 ACRES OF LAND, MORE OR LESS.

IT BEING THE PROPERTY CONVEYED TO LEHI CITY CORPORATION, A UTAH CORPORATION, BY WARRANTY DEED FROM PORTOLA DEVELOPMENT, L.C., NKA PORTOLA DEVELOPMENT, UTAH, L.C., A UTAH LIMITED LIABILITY COMPANY, DATED 03/03/1999 AND RECORDED 03/10/1999 AS INSTRUMENT NUMBER 28821 IN BOOK 5006, PAGE 363.

IT BEING A PORTION OF THE PROPERTY CONVEYED TO PORTOLA DEVELOPMENT, L.C., A UTAH LIMITED LIABILITY COMPANY, BY WARRANTY DEED FROM FLOYD L. REED FAMILY PARTNERSHIP, DATED 12/23/1998 AND RECORDED 01/07/1999 AS INSTRUMENT NUMBER 1628 IN BOOK 4929, PAGE 803.

IT BEING A PORTION OF THE PROPERTY CONVEYED TO FLOYD L. REED BY WARRANTY DEED FROM RALPH 8. BURK AND HELEN 8. BURKE, DATED 08/27/1986 AND RECORDED 09/15/1986 AS INSTRUMENT NUMBER 30743 IN BOOK 2339. PAGE 356.

Legal Description of the "Premises":

A PORTION OF THAT CERTAIN PROPERTY CONVEYED TO LEHI CITY CORPORATION, A UTAH CORPORATION, BY WARRANTY DEED FROM PORTOLA

DEVELOPMENT, L.C., NKA PORTOLA DEVELOPMENT, UTAH, L.C., A UTAH LIMITED LIABILITY COMPANY, DATED 03/03/1999 AND RECORDED 03/10/1999 AS INSTRUMENT NUMBER 28821 IN BOOK 5006 , PAGE 363, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS PIN IN CURB PER PAGE 2- 12 OF LEHI CITY DESIGN STANDARDS, BEING THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY LINE OF LOT 202 PARKSIDE ESTATES SUBDIVISION PHASE 2, FROM WHICH A BRASS PIN IN CURB BEING THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 510 PARKSIDE ESTATES SUBDIVISION PHASE 5 BEARS SOUTH 63°50'33" WEST, 295.28 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 59°17'45" WEST, 68132 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68°03'13" WEST, 40.00 FEET; THENCE NORTH 21°56'47" WEST, 40.00 FEET; THENCE NORTH 68°03'13" EAST, 40.00 FEET; THENCE SOUTH 21°56'47" EAST, 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1600 SQUARE FEET (0.04 ACRES) OF LAND, MORE OR LESS.

Utility Easement Legal Description:

A PORTION OF THAT CERTAIN PROPERTY CONVEYED TO LEHI CITY CORPORATION, A UTAH CORPORATION, BY WARRANTY DEED FROM PORTOLA DEVELOPMENT, L. C., NKA PORTOLA DEVELOPMENT. UTAH. L.C. A UTAH LIMITED LIABILITY COMPANY DATED 03/03/1999 AND RECORDED 03/10/1999 AS INSTRUMENT NUMBER 28821 IN BOOK 5006, PAGE 363, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS PIN IN CURB PER PAGE 2- 12 OF LEHI CITY DESIGN STANDARDS, BEING THE SOUTHERLY PROLONGATION OF THE WESTERLY BOUNDARY LINE OF LOT 202 PARKSIDE ESTATES SUBDIVISION PHASE 2, FROM WHICH A BRASS PIN IN CURB BEING THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 510 PARKSIDE ESTATES SUBDIVISION PHASE 5 BEARS SOUTH 63°50'33" WEST, 295.28 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 53°50'33" WEST, 295.28 FEET; THENCE NORTH 61°19'21" WEST, 10.07 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF PARKSIDE DRIVE AND THE POINT OF BEGINNING; THENCE NORTH 61°32'37" WEST, 516.80 FEET; THENCE NORTH 18°40'47" EAST, 265.14 FEET; THENCE NORTH 68°03'13" EAST, 38.72 FEET; THENCE SOUTH 21°56'47" EAST, 10.00 FEET; THENCE SOUTH 68°03'13" WEST, 40.00 FEET; THENCE SOUTH 21°55'47" EAST, 6.42 FEET; THENCE SOUTH 18°40'47" WEST, 251.65 FEET; THENCE SOUTH 61°32'37" EAST, 509.48 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF PARKSIDE DRIVE, SAID POINT BEING A POINT OF NON-TANGENT CURVE, THE CENTER POINT OF WHICH BEARS SOUTH 54°18'24" EAST, 303.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°54'09", AN ARC DISTANCE OF 10.06 FEET (CHORD SOUTH 34°44'31" WEST, 10.06 FEET) TO THE POINT OF BEGINNING.

Exhibit “B”

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

[to be inserted by City]

EXHIBIT “C”
PROVIDER’S Construction Plans and Specification

(to be attached hereto)

City Council Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-20 requesting inclusion of Lehi City in the Municipal Alternate Voting Methods Pilot Project.

Suggested Action:

Attachments:

[Res 2023-20.docx](#)



RESOLUTION NO. 2023-20

**A RESOLUTION REQUESTING INCLUSION OF LEHI CITY IN THE
MUNICIPAL ALTERNATE VOTING METHODS PILOT PROJECT**

WHEREAS the State of Utah by its General Assembly has made available a pilot project for participation in the alternate voting methods for municipal elections beginning January 1, 2019 and ending on January 1, 2026, and

WHEREAS House Bill 35 as passed during the 2018 General Session allows municipalities to conduct nonpartisan races using instant runoff voting in accordance with the requirements of 20A-4 of the Utah Code and all other applicable provisions of law, during any odd-numbered year that the pilot project is in effect, and

WHEREAS Lehi City, must provide written notice to the lieutenant governor stating that the municipality intends to participate in the pilot project for the year specified in the notice, and that includes a document, signed by the election officer of the municipality, stating that the municipality has the resources and capability necessary to participate in the pilot project, and

WHEREAS the Lehi City contracts with Utah County to conduct municipal elections and does have the resources and capability necessary to participate in the pilot project, and

WHEREAS the Lehi City Municipal Council finds that it would be in the best interest of Lehi City and of its citizens to hold its 2023 municipal elections by ranked choice voting,

NOW, THEREFORE BE IT RESOLVED that the Lehi City Municipal Council adopts ranked choice voting for the 2023 municipal election, and that by this resolution, gives notice to the Lieutenant Governor to enter the pilot project by use of ranked choice voting for its 2023 municipal elections, and

BE IT FURTHER RESOLVED that the Mayor and administrative staff are hereby authorized and directed to do all things necessary to cause the 2023 Lehi City municipal elections to be held in accordance with the ranked choice voting process.

Approved and Adopted by the City Council of Lehi City this 25th day of April, 2023.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder