Lehi City Council Meeting
Agenda
September 22, 2020

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

Pre-Council, 5:30 p.m.

1. Welcome and Invocation

2. Presentations and Reports

   2.1. Valley Visioning Update Presentation- Ari Bruening and Ryan Beck, Envision Utah

   2.2. Review and Discussion of City Naming Rights Policy
   Policy-Naming Rights.docx

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 Minutes from the August 25, 2020 City Council meeting
08252020CC3.pdf

3.2. Approve Purchase Orders
Avenue PO.pdf

Regular Agenda

4. Real Estate purchase agreement between Lehi City and X Development for approximately 1.7 acres at 1850 North 2300 West.
Petitioner: Lehi City
a. Public Hearing
b. Consideration of Resolution #2020-60, approving a Real Estate purchase agreement between Lehi City and X Development.
Res 2020-60.docx
2020.08.31 REPC&Add1-Lehi City-XDev-buyer executed.pdf

5.. Consideration of Resolution #2020-61, approving an application for the Bureau of Reclamation for a WaterSMART grant for fiscal year 2021
Petitioner: Lehi City
2021-WEEG-FOA Final.pdf
Res 2020-61.docx
WaterSMART Grant Final draft1.pdf

6. Consideration of Resolution #2020-62, appointing new members to the Lehi City Public Library Board of Directors.
Petitioner: Lehi City
Res 2020-62.docx

7. Consideration of Resolution of #2020-66 approving an agreement for professional services with Avenue Consultants.
Petitioner: Lehi City
Res 2020-66.docx
Contract Documents_Lehi 700 South Cycle Track_Avenue Consultants.pdf

8. Consideration of Resolution #2020-65, approving an Interlocal Cooperation Agreement between Lehi City and Mountainland Association of Governments ("MAG"), for the 700 South Cycle Track.
Petitioner: Lehi City

Res 2020-65.docx
Lehi - MAG 700 South Cycle Track Agreement - for Council Approval.pdf

9. Consideration of Resolution #2020-67, approving an Interlocal Cooperation Agreement between Mountainland Association of Governments (MAG") and Lehi City for the Triumph Boulevard Pedestrian Bridge Project.

Petitioner: Lehi City

Res 2020-67.docx
Triumph Pedestrian Bridge Contract - Lehi and MAG Final.pdf

10. Consideration of Resolution #2020-63, approving a development agreement between Cody Black dba Checker Flag, LLC and Lehi City.

Petitioner: Cody Black

Res 2020-63.docx
Development Agreement-Cody Black.docx

11. Consideration of Ordinance #52-2020, approval of a Development Code Amendment to Section 12.080, amending the landscape buffer requirement (tabled from the September 8, 2020 meeting).

Petitioner: Jeff Southard

CC Staff Report Southard Ch 12 Dev Code Amendment 09.22.20.docx
Southard Development Code Amendment DRC 07.29.20.docx
Development Code Chapter 12 Buffering Requirements .pdf
Ord 52-2020.docx

12. Consideration of Resolution #2020-64, approval of the Matheny Annexation Resolution of Intent to Annex 1.34 acres of property located at approximately 2250 North 1500 East with RA-1 zoning.

Applicant: Jason Matheny

CC Staff Report Matheny Annexation - Resolution of Intent 09.22.20.docx
Matheny Annexation DRC 09.02.2020.docx
Matheny Annexation narrative.pdf
Matheny Annexation Plat.pdf
Matheny Annexation- aerial.pdf
Matheny Annexation- general plan.pdf
Matheny Annexation- zoning.pdf
Res 2020-64.docx

13. Consideration of Ordinance #53-2020 for approval of the Baum Zone Change, changing the zoning on 0.36 acres located at 1907 North Center Street from TH-5 (transitional holding) to R-1-15 (residential).

Petitioner: Josh Baum

CC Staff Report Baum Zone Change 09.22.20.docx
Baum Rezone DRC 08.19.2020.docx
Baum narrative.pdf
Baum map.pdf
Baum- Aerial.pdf
Baum- General Plan.pdf
Baum- Zoning.pdf

Ord 53-2020.docx

14.. Consideration of Ordinance #54-2020 approval of a General Plan amendment, changing the designation on approximately 21-acres located at approximately 2100 North 2300 West from NC (neighborhood commercial) and LDR (low density residential) to C (commercial) and MDR (medium density residential).
Petitioner: X Development

CC Staff Report X Development General Plan Amendment 09.22.20.docx
X Development General Plan Amendment DRC 07.22.2020.docx
X Development Narrative.pdf
X Development General-Plan-Amendment Plan Map.pdf
X Development GPA Aerial.pdf
X Development GPA Current General Plan.pdf
X Development GPA Zoning.pdf
Ord 54-2020.docx

15. Consideration of Ordinance #55-2020 approval of the Gutierrez Dubois Zone Change, changing the zoning on 22.9 acres located at 1454 West 900 North from A-1 (agriculture) to R-1-15 (residential).
Petitioner: Danny Gutierrez & Mike Dubois

CC Staff Report Gutierrez Dubois Zone Change 09.22.20.docx
Gutierrez Dubois zone Change DRC 08.12.2020.docx
Gutierrez Dubois Zone Change 08.12.20 narrative.pdf
Gutierrez Dubois ZC aerial.pdf
Gutierrez Dubois ZC GP.pdf
Gutierrez Dubois ZC zoning.pdf
Ord 55-2020.docx

16. Consideration of Ordinance #56-2020 approval of the Gutierrez Zone Change, changing the zoning on 0.92 acres located at approximately 482 West 1425 South from TH-5 (transitional holding) to RA-1 (residential/agriculture).
Petitioner: Danny Gutierrez & Mike Dubois

CC Staff Report Gutierrez (Titan Constructors) Zone Change 09.22.20.docx
Gutierrez Zone Change DRC 08.12.2020.docx
Gutierrez (Titan Constructors) Zone Change 08.12.20 narrative, map.pdf
Gutierrez (Titan) ZC aerial.pdf
Gutierrez (Titan) ZC GP.pdf
Gutierrez (Titan) ZC Zoning.pdf
Ord 56-2020.docx

17. Consideration of Preliminary subdivision approval for the South Creek, a 21-lot residential subdivision located at 1400 South 1940 West.
Petitioner: PHI

CC Staff Report South Creek Preliminary Subdivision 09.22.20.docx
South Creek Preliminary Subdivision DRC 08.12.2020.docx
South Creek Narrative.pdf
South Creek Right to Farm Analysis.pdf
South Creek Preliminary Subdivision Plat.pdf
South Creek Preliminary Aerial.pdf

South Creek Preliminary GP.pdf
South Creek Preliminary Zoning.pdf

18. Consideration of Preliminary subdivision approval for the Timp Point, a 200-unit residential development located at approximately 2100 North 3350 West.

Petitioner: Edge Homes

CC Staff Report Timp Point Preliminary Subdivision.docx
Timp Point Preliminary Subdivision DRC 07.29.2020.docx
Timp Point Preliminary Subdivision - narrative.pdf
Timp Point Preliminary Subdivision - plans.pdf
Timp Point Preliminary Subdivision Map - General Plan.pdf
Timp Point Preliminary Subdivision Map - Zoning.pdf
Timp Point Preliminary Subdivision Map - Aerial.pdf
IMG_5469.JPG
IMG_5470.JPG
IMG_5468.JPG

19. 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 768-7100 ext. 2254.
- This agenda has been properly posted and a copy provided to the local news media.

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section:

Subject:
Valley Visioning Update Presentation- Ari Bruening and Ryan Beck, Envision Utah

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Mel Hansen
Submitting Department:
Item Type: Discussion
Agenda Section:

Subject:
Review and Discussion of City Naming Rights Policy

Suggested Action:

Attachments:
Policy-Naming Rights.docx

NAMING RIGHTS OF FACILITIES, PUBLIC PLACES, TRIBUTES, AND MONUMENTS

Introduction

Lehi City Corporation provides services which are primarily funded from the City's general fund. In recent years demands upon such funds have increased, a trend that is expected to continue. To maintain and enhance the City's properties, the City is seeking to establish alternate revenue streams that will increase its ability to deliver services to the community and/or provide enhanced levels of service beyond the core levels funded from the City's general fund. One of the alternate funding sources being pursued is sponsorship.

Purpose.

(1) The purpose of this Chapter is to promote the City's image and enhance public awareness of particular City assets by establishing guidelines for their naming or renaming.

(a) City assets include, but are not limited to, parks and parklands; landscape elements such as trees, plants, plazas, and gardens; site furnishings such as benches, playgrounds, and donated art; open spaces; trails; facilities; recreation elements such as sports fields; memorials, statues, and busts; and municipal buildings, properties, sites and structures.

(b) The naming of City assets shall be consistent with the provisions of this Chapter.

(c) The policy set forth in this Chapter is to establish a systematic and consistent basis for recognizing contributions and support to the City from citizens, volunteers, organizations, financial donors, community leaders, officials, and others.

Scope.

(1) This Chapter shall apply to the naming or renaming of any City asset except City assets named or renamed prior to the enactment of this Chapter.

(2) *Asset Naming Parameters.*

(a) City assets shall be classified as either major or minor assets based on dollar value. Naming of major assets shall require Council approval while naming of minor assets shall be at the Mayor's discretion.

(b) A City asset shall be considered major if the value exceeds five hundred thousand dollars ($500,000.00) as determined by the Mayor or his designee.

(c) There are four different types of sponsorships contemplated:

Type A – Lehi City Amenity Donation Program: A sponsorship of a donated amenity or a monetary donation to purchase an amenity. In recognition of the donation the city would include a recognition plate on the amenity donated. The recognition plate will be sized so it is visible at close proximity to foot traffic. The recognition plate will be purchased and installed by the department for which the sponsorship is benefiting or being recognized. A recognition plate will be in place until the original item is no longer functional. No signage separate from the recognition plate on the donated amenity will be allowed. This applies to brick pavers, park amenities, etc.

Type B - Memorial Tree Sponsorship Program: A sponsorship of a donated tree or monetary donation to purchase a tree. In recognition of the donation the city would place a granite marker of recognition on City property. The granite marker will be at ground level and will be visible at proximity to foot traffic. No signage separate from the granite marker will be allowed. The recognition marker will be in place until it is no longer readable/functional.

Type C - Site-Specific Event Sponsorship: A business, local merchant or local branch of a corporation sponsors a time-limited event or program at a City facility. The sponsorship will be a percentage of estimated costs and will vary by event. This type of sponsorship includes marketing materials and advertising signage at the event and will remain for the duration of the event (city sign ordinance applies). Examples include: Round-up BBQ, Easter Egg Hunt, Reindeer Find, etc.

Type D - Fixed-Term Sponsorship/Naming Right: A sponsorship agreement (for a significant contribution) that includes the naming display in recognition of the corporate sponsor of an item, facility, or portion of a facility for a predetermined period of time (city sign ordinance applies). Examples include: aquatics facility, new building, athletic fields, field fence advertising, and scoreboards.

Naming Categories.

(1) The following asset naming categories are hereby created:

(a) *Category 1 - Sponsorships.* Following receipt of a sponsorship request form, the City may enter into an agreement with an individual or an organization whereby the naming of a City asset may be approved for such individual or organization pursuant to the requirements of this Chapter, in exchange for cash or other sufficiently valuable contributions to the City The City may utilize a public process for naming rights of large projects when multiple entities have expressed an interest in the same project or what the City, in its sole discretion, determines that it is in the City's best interest to do so.

(b) *Category 2 - City Recognitions.* The City may elect to name a City asset to formally recognize significant contributions and support given to the City by individuals or organizations.

(c) *Category 3 - Tributes and Memorials.* As provided in this Chapter, an individual may petition the City to name a City asset as a tribute or memorial to an individual, group, event, or other thing.

Naming Standards.

(1) *Applicability.* The provisions set forth in this Section apply to the naming of any City asset, including, but not limited to, the opening of a new or refurbished City asset; honoring an individual, group, or organization; recognizing a gift, donation, sponsorship, joint venture/partnership, or significant contribution to the City or the general public; or improvements to existing City assets.

(2) *General Provisions.* The following provisions shall apply to the selection of any name associated with a sponsorship, City recognition, tribute or memorial:

(a) *Consent.* When a City asset is proposed to be named for an individual, before consideration of the proposal consent shall be obtained from such individual or, if such individual is deceased, the individual's next of kin.

(b) *Prohibited Names.* Unless otherwise determined by the City, in its sole discretion, no name shall be chosen that:

(i) causes confusion due to duplication of, or similarity to, an existing name within Lehi City;

(ii) is the name of an entity associated with tobacco, alcohol, obscenity or a sexually oriented business, place or practice;

(iii) may have an inappropriate acronym, short form, or modification;

(iv) is discriminatory, derogatory or otherwise creates controversy within the City, as determined by the Mayor or Municipal Council;

(v) is complex, unduly long, difficult to spell or pronounce; or

(vi) recognizes a single individual for a contribution similar or identical to a contribution made by others within a particular group associated with that individual.

(d) *Asset Name Rejection.* The City, in its sole discretion, may reject any proposed asset donation or any proposed name for a new or existing City asset.

(3) *Sponsorships and City Recognitions.* The following provisions shall apply to the selection of any name associated with a sponsorship or City recognition:

(a) *Context.* The selected name should:

(i) have a longstanding or unusually significant identification with the City or its residents; or

(ii) be consistent with: i) the character and public value of the asset; ii) the financial sponsorship categories as may be established by the Mayor; iii) specific geographical locations; or iv) any other applicable City requirement.

(b) *Personal and Organization Names.* The name of an individual or an organization shall be considered only when such individual or organization has made a significant contribution to the City by:

(i) enhancing the quality of life and well-being of the City;

(ii) contributing to the historical, cultural, or societal preservation of the community;

(iii) contributing a significant portion of project costs used for acquisition, development, or conveyance of land or construction or renovation of a City building; or

(iv) achieving personal or organizational excellence that represents Lehi City in a positive manner.

(c) *Public Gifts.* When selecting a name connected with a sponsorship, the following additional factors shall be considered:

(i) The dollar value of the contribution compared to the construction and ongoing operating and maintenance costs of the City asset to be named;

(ii) Any financial sponsorship categories, as may be established by the City, to recognize different contribution amounts;

(iii) The cost of establishing the naming; and

(iv) In the case of a donated asset, projected ongoing operating and maintenance costs.

(4) *Tributes and Memorials.* The following provisions shall apply to the selection of any asset associated with a tribute or memorial:

(a) *Quality.* An asset donated to the City shall conform to applicable City standards including, but not limited to, design, durability, location, and applicable safety considerations. The City, in its sole discretion, may reject an offer to donate an asset that does not meet City standards.

(b) *Maintenance.* An asset donated to the City that is unique and not within any asset class ordinarily purchased and maintained by the City shall be maintained by the donor unless otherwise provided in an asset naming agreement. The City will not consider for approval tributes and memorials which will impose a significant financial burden on the City to maintain.

(c) *Content.* It is in the City's discretion to approve or reject the design, size, material, text, and graphics to be used for tributes and memorials and to approve species of memorial trees. Any written content on a City asset is subject to review and may be rejected if it:

(i) is discriminatory, derogatory, or may otherwise create controversy, as determined by the Mayor or Municipal Council; or

(ii) contains statements of religious principles or scriptural verses unless such principles or verses are unavoidably entwined with an otherwise historically significant event or person proposed to be honored.

(d) *Ownership.* Unless otherwise agreed to in advance and in writing, all donated property of whatever kind becomes and remains City property. The City assumes no liability for the loss, damage and/or replacement of City assets.

Changing an Existing Asset Name.

(1) *Criteria.* The name of a City asset shall be changed only after consideration of the:

(a) Historical significance of the name;

(b) Impact on the currently-named individual or organization;

(c) Cost and impact of:

(i) changing existing signage, if any;

(ii) rebuilding community recognition; and

(iii) updating records such as letterhead, databases, and promotional materials; and

(d) Financial contribution of both the person or organization of the currently-named asset and the person or organization proposing the new name.

(2) *Consideration.* Each petition to change an existing name shall be considered on a case-by-case basis pursuant to applicable provisions of this Chapter.

Asset Name Removal.

(1) *End of Service Life.* When the City determines an asset has exceeded its service life or the asset is destroyed or damaged beyond feasible and economic repair, the asset and its associated name may be removed as provided by law.

(2) *Extension.* A named asset that has exceeded its service life may thereafter remain in service only if remaining in service poses no danger to the public and is approved by the City Council pursuant to an asset naming agreement that specifies the length of time that the asset name may be used, and provides for an endowment fund or other financial resources sufficient to pay the asset's ongoing maintenance and operation costs.

Process for Requesting a Naming Right or Change of Name

(1) Exhibit A is a Sponsorship Request Form that must accompany all requests. Upon completion of the Sponsorship Request Form, it will be submitted to the city recorder. Attach all documentation needed for the Mayor and Council to make an informed decision. If requested, be prepared to speak before the Mayor and/or City Council in a public meeting.

Rules and Procedures.

The Mayor or the Mayor's designee may adopt rules, regulations, and procedures, including asset naming parameters, to implement the provisions of this Chapter consistent with the guidelines and limitations set forth in this Chapter.



Sponsorship Request Form

(For Use in Application of City Property/Facility Naming Rights)

Description/Location of City Property/Facility: _____

_____

Applicant's Name: _____

Applicant's Address: _____

Applicant's Telephone Number: _____ E-Mail Address: _____

Proposed Sponsorship Name: _____

Proposed Sponsorship Fee: _____ Term: _____

I _____ , representative of the above named applicant, hereby acknowledge that I have read the Lehi City Naming Rights Policy and that the proposed sponsorship submitted meets the criteria outlined in said policy.

_____ _____

(Signature) (Date)

_____

(Printed Name)

Note: Submit a brief description and reason why the naming rights are being requested. Include all designs, pictures or concepts with the application. Provide an additional information deemed necessary to make an informed decision by the City.

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section:

Subject:
Approve Minutes from the August 25, 2020 City Council meeting

Suggested Action:

Attachments:
08252020CC3.pdf

LEHI CITY

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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **August 25, 2020,** online at www.lehi-ut.gov.

Members Present: Mark Johnson, Mayor
Paige Albrecht, Council Member
Chris Condie, Council Member
Paul Hancock, Council Member
Katie Koivisto, Council Member
Mike Southwick, Council Member

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Beau Thomas, Assistant to the City Administrator; Ryan Wood, City Attorney; Kim Struthers, Community Development Director; Lorin Powell, City Engineer; Dean Lundell, Finance Director; Shaye Ruitenbeek, Management Analyst; Melanie Hansen, Events Coordinator; and Teisha Wilson, City Recorder.

Pre-Council, 4:00 p.m.

1. Welcome and Invocation

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Condie gave the invocation.

2. Presentations and Reports

2.1 Presentation and Discussion of the Fluent Site Plan

McKay Christensen presented his development idea for the Fluent site. Mr. Struthers stated that there are no approvals for this on the agenda. Mr. Christensen is just seeking feedback from the Council at this point. Mr. Christensen stated that if it's something the Council would consider then he would proceed with the formal application process.

Councilor Koivisto expressed concerns with this being on the agenda. She would prefer that Mr. Christensen just proceed with the application process. Mayor Johnson stated that there is no weight to anything that is said here. He said that because this is so new, the developer would like to bounce it off the Council because if it's clear that the Council isn't interested then there's no reason to waste everyone's time going through the application process. He said that this request is made from time to time by developers and can provide some direction to them before they file an application.

Mr. Christensen wants to take the north side of Fluent and develop it as residential and change the current Fluent space to mixed use. This location would have great proximity to I-15, Frontrunner, light rail, and trails. He stated that he believes it will help take cars off the streets. It also has close access to office space for employment. They are trying to appeal to the demographic of young singles or newlyweds that are employed with high wages at the nearby companies. Mr. Christensen said that they could mitigate the impact to the homes on the east side. He said this is a different product then anything that's been built in Lehi, with an urban feel and lots of amenities.

Councilor Hancock stated that he was a little surprised by the number of units they are proposing, and he would like the ingress/egress to be on 1200 West.

2.2. Discussion of the Lehi City Dump Pass Program for 2021

Marilyn Banasky, Information Center Manager, explained how the current dump pass program operates. She explained that the cost to the city has increased over the years, but the cost to residents remains the same. She is concerned that the garbage fund will not be able to support this program at this rate without increasing the cost to residents. She is proposing a new program where the residents would be mailed a post card that would become their dump pass. The post card would be mailed twice a year and can only be used at a certain time. Councilor Condie suggested that the punch card just have 3 punches instead of 5. Councilor Southwick was concerned that the City could potential have to pay more if the cards are mailed because more people may use it. Mayor Johnson liked the idea of reducing the amount of punches and having people still come into the office to pick up the card. The Council reached consensus that residents would still need to come into the office for a dump pass, but they should reduce the number to 3 punches, and residents cannot purchase additional passes. Ms. Banasky stated that they will implement this in January.

3. Agenda Questions

Councilor Hancock inquired if the applicant on item #3 was able to work out everything and record the Area Plan. Mr. Struthers stated that they have all the documents ready to record.

4. Administrative Report

There was discussion regarding what in-person meetings will look like with social distancing and wearing masks.

5. Mayor and Council Reports

The Mayor and Council gave a report on the committees they serve on.

The meeting recessed at approximately 6:45 p.m.
The meeting reconvened at approximately 7:00 p.m.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Albrecht led the Pledge.

2. Consent Agenda

2.1. Approve Minutes from the July 28, 2020 Council Meeting.

2.2 Approve Purchase Orders

Motion: Councilor Hancock moved to approve the consent agenda items. Councilor Condie seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes; Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

3. Consideration of Concept approval for the Traverse Mountain Multi-Family, a 317-unit apartment development located at 3851 North Traverse Mountain Blvd.

Motion: Councilor Southwick moved to un-table this item from a previous meeting. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes; Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

Motion: Councilor Hancock moved to grant Concept approval for the Traverse Mountain Multi-Family, a 317-unit apartment development located at 3851 North Traverse Mountain Blvd.; subject to the completion of all Development Review Committee and Planning Commission comments. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes; Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

4. Consideration of Resolution #2020-56, a notice of Withdrawal from the Carbon Free Power Project Power Sales Contract and JUMP allocation.

Joel Eves, Power Director, presented on the Carbon Free Power Project and why it may be in the city's best interest to withdraw from the agreement. There are concerns with risk and the lack of other subscribers at this point in the project. Logan City also recently withdrew from the project. There were also concerns with the ongoing contract negotiations. The Council expressed disappointment because they were excited about this project, but the risks are too concerning. Mr. Eves stated that there may be an opportunity for the city to participate at a later date with less risk involved.

Motion: Councilor Southwick moved to approve Resolution #2020-56, a notice of Withdrawal from the Carbon Free Power Project Power Sales Contract and JUMP allocation. Councilor Condie seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes; Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

5. Adjournment

With no further business to come before the City Council at this time, Councilor Condie moved to adjourn the meeting. Councilor Hancock seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 7:35 p.m.

DRAFT

Approved: September 22, 2020

Attest:

_____

Mark Johnson, Mayor

_____

Teisha Wilson, City Recorder

DRAFT

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section:

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:
Avenue PO.pdf

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE # 6698

591965

ISSUED TO: AVENUE CONSULTANTS, INC
6605 S REDWOOD RD

TAYLORSVILLE UT 84123

SHIP TO: BUILDINGS
439 WEST 300 NORTH
LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 09/21/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	ENGINEERING DESIGN CONSULTANT SERVICES FOR THE 700 S	180,000.00	180,000.00	49-70-70-119

TOTAL 180,000.00

Authorized By:

Department Head

Mayor or City Administrator

City Council Approval Date *

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

Lehi City Purchase Requisition Request

Engineering Consultant	**Name**	Avenue Consultants, Inc.		**Vender #**	
	Street	6605 South Redwood Road		**Date**	**9/15/2020**
	City	Taylorsville	**State**	UT	
	Zip	84123	**Phone**	801-207-7660	

Dean Lundell

Engineering	49-70-70-119	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
1	LS	Engineering Design Consultant Services for the	$180,000.00	$180,000.00
		700 South roadway widening and cycle track project		
		Total		$180,000.00

Justification:	**Price Determination**	
Request for Qualifications (RFQ's) were sent	Verbal Quote	
out to five engineering design consultants from	Informal Bid	
the UDOT pool. Based on a review of the	Written Bid	X
submitted SOQ's, Avenue Consultants was	State Bid	
selected to provide a cost proposal and was	Other	
selected to perform the design work.		

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Public Hearing
Agenda Section:

Subject:
Real Estate purchase agreement between Lehi City and X Development for approximately 1.7 acres at 1850 North 2300 West.
Petitioner: Lehi City
a. Public Hearing
b. Consideration of Resolution #2020-60, approving a Real Estate purchase agreement between Lehi City and X Development.

Suggested Action:

Attachments:
Res 2020-60.docx

2020.08.31 REPC&Add1-Lehi City-XDev-buyer executed.pdf

RESOLUTION NO. 2020-60

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN LEHI CITY AND X DEVELOPMENT

WHEREAS, Lehi City is the owner of real property located at 1850 North 2300 West, in Lehi, Utah; and

WHEREAS, the City desires to sell the subject property, such to the terms and conditions contained the attached Agreements.

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the attached agreement is hereby approved and the Mayor is authorized to sign the agreement.

Approved and Adopted by the City Council of Lehi City this 22th day of September, 2020.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 31st day of August, 2020 ("Offer Reference Date") **X Development, LLC** ("Buyer") offers to purchase from **Lehi City Corporation** ("Seller") the Property described below and ☐ delivers to the Buyer's Brokerage with this offer, or ☒ agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of $10,000 to Vanguard Title Company, c/o Jake Sorensen, 11910 S. State St. #150, Draper, Utah 84020.

OTHER PROVISIONS

1. PROPERTY: Parcel No. 12:027:0075 which consists of 1.74358 acres (approximately 75,950 square feet) of land located at approximately 1850 North 2300 West, Lehi, Utah as depicted on the attached Exhibit A (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) _____

1.2 Excluded Items. (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is $8.75/SF or approximately **$664,562.50**. Exact square footage to be determined by Survey and Purchase Price shall be adjusted accordingly. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$ 10,000	**(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.
$	**(b) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
$	**(c) Seller Financing.** (see attached Seller Financing Addendum)
$ 654,562.50	**(d) Balance of Purchase Price in Cash at Settlement**
$ 664,562.50	**PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☒ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☒ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain)_____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **Upon Closing;** ☐ **___ Hours after Closing;** ☐ **___ Calendar Days after Closing;** ☐ **Other (explain)** _____.

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agents	None	, represents	☐ Seller	☐ both Buyer and Seller as a Limited Agent;
Seller's Brokerage	None	, represents	☐ Seller	☐ both Buyer and Seller as a Limited Agent;
Buyer's Agent	Steve Hutchings	, represents	☒ Buyer	☐ both Buyer and Seller as a Limited Agent;
Buyer's Brokerage	Calibre Properties	, represents	☒ Buyer	☐ both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- **(a)** a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;
- **(b)** a Commitment for Title Insurance as referenced in Section 6.1;
- **(c)** a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- **(d)** a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- **(e)** a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- **(f)** evidence of any water rights and/or water shares referenced in Section 1.3;

(g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

(h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ **IS** ☐ **IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ **IS** ☒ **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: ☐ **IS** ☒ **IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: ☐ **WILL** ☒ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $___. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ **Addendum No. 1** ☐ **Seller Financing Addendum** ☐ **Other (specify)**_____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☐ **SHALL** ☒ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline: **10 calendar days after Acceptance**

(b) Due Diligence Deadline: **180 calendar days from Acceptance**

(c) Settlement Deadline: **60 calendar days after Due Diligence Deadline**

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by 5:00 PM Mountain Time on September 24, 2020 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature)	(Offer Date)	(Buyer's Signature)	(Offer Date)
08/31/2020			

(Buyer's Names) **(PLEASE PRINT)**	(Notice Address)	(Zip Code)	(Phone)
(Buyer's Names) **(PLEASE PRINT)**	(Notice Address)	(Zip Code)	(Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

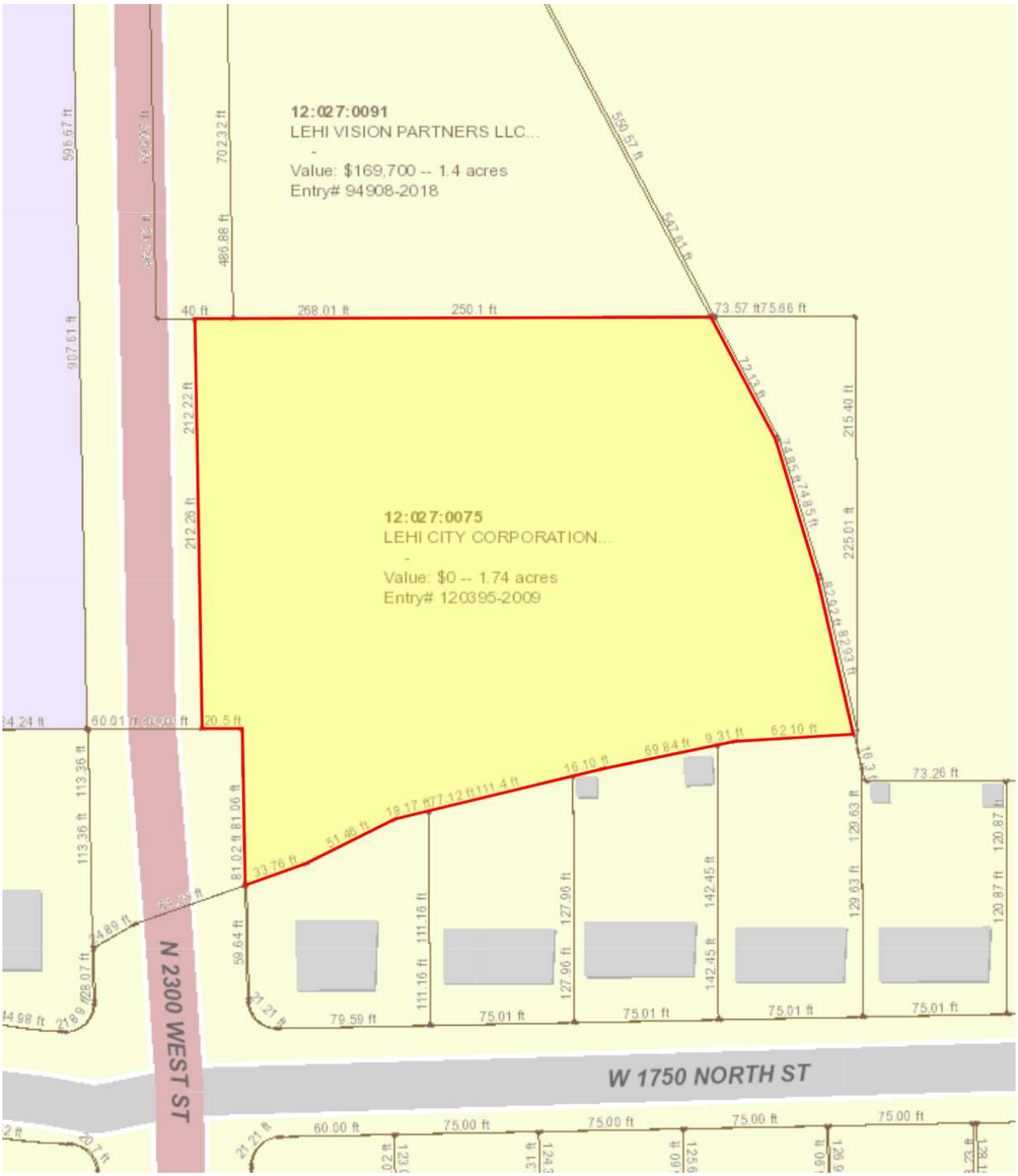
☐ **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature)	(Date) (Time)	(Seller's Signature)	(Offer Date)

(Seller's Names) **(PLEASE PRINT)**	(Notice Address)	(Zip Code)	(Phone)
(Seller's Names) **(PLEASE PRINT)**	(Notice Address)	(Zip Code)	(Phone)

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EXHIBIT A



 Buyer's Initials _____ Date 08/31/2020 Seller's Initials _____ Date _____

ADDENDUM NO. 1

TO THE REAL ESTATE PURCHASE CONTRACT

THIS IS AN [X] ADDENDUM to that REAL ESTATE PURCHASE CONTRACT (the "REPC") dated August 31, 2020 between **X Development, LLC** as Buyer and **Lehi City Corporation** as Seller, regarding the property known as Parcel No. 12:027:0075 which consists of 1.74358 acres (approximately 75,950 square feet) of land located at approximately 1850 North 2300 West, Lehi, Utah. The following terms are hereby incorporated as part of the REPC:

1. **Earnest Money.** Earnest money shall become non-refundable 60 days after the commencement of the Due Diligence period.

2. **Assignability.** Paragraph 19 of the REPC shall be removed and replaced with the following language: "The REPC may be assigned by Buyer without the prior written consent of Seller."

To the extent the terms of this ADDENDUM #1 modify or conflict with any provisions of the REPC or all prior addenda and counteroffers, these terms shall control. All other terms of the REPC and all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[X] Seller [ ] Buyer** shall have until 5:00 **[ ] AM [X] PM** Mountain Time on September 24, 2020 (Date), to accept the terms of this ADDENDUM #1 in accordance with the provisions of the REPC. Unless so accepted, the offer comprising this Addendum #1 and the REPC shall lapse.

08/31/2020

[X] Buyer [ ] Seller Signature (Date) (Time) [ ] Buyer[ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:
[ ] ACCEPTANCE: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO.___

(Signature) (Date) (Time) (Signature) (Date)(Time)

[ ] REJECTION: **[ ] Seller [ ] Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date)(Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-61, approving an application for the Bureau of Reclamation for a WaterSMART grant for fiscal year 2021
Petitioner: Lehi City

Suggested Action:

Attachments:
2021-WEEG-FOA Final.pdf

Res 2020-61.docx

WaterSMART Grant Final draft1.pdf

BUREAU OF RECLAMATION

Funding Opportunity Announcement No. BOR-DO-21-F001

WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2021



Mission Statements

The Department of the Interior conserves and manages the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, provides scientific and other information about natural resources and natural hazards to address societal challenges and create opportunities for the American people, and honors the Nation's trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities to help them prosper.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Cover photo: Pathfinder Irrigation District's Lateral 21A Pipeline Project in Nebraska, which was an FY 2017 Water and Energy Efficiency Grant project. Photo Courtesy of Pathfinder Irrigation District.

Synopsis

Federal Agency Name:	Department of the Interior, Bureau of Reclamation,
Funding Opportunity Title:	WaterSMART Grants: Water and Energy Efficiency Grants for fiscal year (FY) 2021
Announcement Type:	Funding Opportunity Announcement (FOA)
Funding Opportunity Number:	BOR-DO-21-F001
Catalog of Federal Domestic Assistance Number:	15.507
Dates: (See FOA Sec. D.4)	Application due date: Thursday, September 17, 2020, 4:00 p.m. Mountain Daylight Time
Eligible Applicants: (See FOA Sec. C.1)	States, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the Western United States or United States Territories as identified in the Reclamation Act of June 17, 1902, as amended
Recipient Cost Share: (See FOA Sec. C.2)	50 percent or more of project costs
Federal Funding Amount: (See FOA Sec. B.1)	**Funding Group I:** Up to $500,000 per agreement **Funding Group II:** Up to $2,000,000 per agreement
Estimated Number of Agreements to be Awarded: (See FOA Sec. B.1)	Approximately 35-40 projects, contingent on appropriations.

Application Checklist

The following table contains a summary of the information that you are required to submit with your application.

√	What to submit	Required content	Form or format	When to submit
	Mandatory Federal Forms: Application for Federal Financial Assistance Budget Information Assurances Disclosure of Lobbying Activities	See Sec. D.2.2.1	SF-424, SF-424A, SF-424B, SF-424C, SF-424D and SF-LLL forms may be obtained at www.grants.gov/web/grants/forms/sf-424-family.html	*
	Title page	See Sec. D.2.2.2	Page 15	*
	Table of contents	See Sec. D.2.2.3	Page 15	*
	Technical proposal:			*
	Executive summary	See Sec. D.2.2.4	Page 15	*
		See Sec. D.2.2.4	Page 15	*
	Project description	See Sec. D.2.2.4	Page 16	*
	Evaluation criteria	See Sec. E.1	Page 29	*
	Project Budget:			*
	Funding plan	See Sec. D.2.2.5	Page 17	*
	Budget proposal	See Sec. D.2.2.5	Page 18	*
	Budget narrative	See Sec. D.2.2.5	Page 20	*
	Environmental and cultural resources compliance	See Sec. F.2.1	Page 47	*
	Required permits or approvals	See Sec. D.2.2.6	Page 24	*
	Letters of support	See Sec. D.2.2.7	Page 24	*
	Official Resolutions	See Sec. D.2.2.8	Page 24	**
	Unique Entity Identifier and System for Award Management	See Sec. D.3	Page 25	***

* Submit materials with your application.

** Document should be submitted with your application; however, please refer to the applicable section of the FOA for extended submission date.

*** Should be completed prior to the application deadline; however, please refer to the applicable section of the FOA for extended completion date.

Acronyms and Abbreviations

AFY	acre-feet per year
AMI	advanced metering infrastructure
ASAP	Automated Standard Application for Payments
ARC	Application Review Committee
CE	Categorical Exclusion
CEC	Categorical Exclusion Checklist
CFR	Code of Federal Regulations
CWA	Clean Water Act
CWMP	Cooperative Watershed Management Program
Department	U.S. Department of the Interior
DUNS	Data Universal Number System
EA	Environmental Assessment
EIS	Environmental Impact Statement
EQIP	Environmental Quality Incentives Program
ESA	Endangered Species Act
ET	evapotranspiration
FAPIIS	Federal Award Performance Integrity Information System
FAQ	Frequently Asked Question
FERC	Federal Energy Regulatory Commission
FOA	Funding Opportunity Announcement
FONSI	Finding of No Significant Impact
FY	fiscal year
LOPP	Lease of Power Privilege
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NOAA	National Oceanic and Atmospheric Administration
NRCS	Natural Resources Conservation Service
OM&R	operations, maintenance, and replacement
P.L.	Public Law
Reclamation	Bureau of Reclamation
SAM	System of Award Management
SCADA	Supervisory Control and Data Acquisition and Automation
U.S.C.	United States Code
USFWS	U.S. Fish and Wildlife Service
WaterSMART	Sustain and Manage America’s Resources for Tomorrow

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Section A. Funding Opportunity Description

A.1. Program Information

Through WaterSMART (Sustain and Manage America's Resources for Tomorrow), the Bureau of Reclamation (Reclamation) leverages Federal and non-Federal funding to support stakeholder efforts to stretch scarce water supplies and avoid conflicts over water. WaterSMART provides support for the U.S. Department of the Interior's (Department) priorities, including creating a legacy of conservation stewardship, sustainably developing our energy and natural resources, modernizing our infrastructure through public-private partnerships, striking a regulatory balance, and restoring trust with local communities by improving relationships and communication with states, tribes, local governments, communities, landowners and water users. WaterSMART also supports Reclamation's priorities, including increasing water supplies, leveraging science and technology to improve water supply reliability, addressing ongoing drought, and improving water supplies for tribal and rural communities.

Through Water and Energy Efficiency Grants, Reclamation provides assistance to states, tribes, irrigation districts, water districts, and other entities with water or power delivery authority to undertake projects that result in quantifiable and sustained water savings and support broader water reliability benefits. Water and Energy Efficiency Grants are a component of Reclamation's WaterSMART Grants Program, which also includes Water Marketing Strategy Grants and Small-Scale Water Efficiency Projects. For further information on the WaterSMART Grants Program, please see www.usbr.gov/watersmart/index.html.

This Water and Energy Efficiency Grants FOA provides funding for projects that result in quantifiable water savings and support broader water reliability benefits. These projects conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States.

Through this FOA, Reclamation provides funding for projects that increase water reliability consistent with sections 3 and 4 of the October 19, 2018, Presidential Memorandum on Promoting the Reliable Supply and Delivery of Water in the West.

A list of Frequently Asked Questions (FAQs) about WaterSMART and this FOA can be found online at www.usbr.gov/WaterSMART/weeg/faq.html. The list of FAQs will be updated periodically during the application period. For further

information on WaterSMART Grants, please see www.usbr.gov/watersmart/weeg/index.html. For further information on the WaterSMART Program, please see www.usbr.gov/WaterSMART.html.

A.2. Objective of this Funding Opportunity Announcement

The objective of this FOA is to invite states, Indian tribes, irrigation districts, water districts, and other organizations with water or power delivery authority to leverage their money and resources by cost sharing with Reclamation on projects that seek to conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; enable farmers to make additional on-farm improvements in the future, including improvements that may be eligible for Natural Resources Conservation Service (NRCS) funding; and accomplish other benefits that contribute to water supply reliability in the western United States.

A.3. Statutory Authority

This FOA is issued under the authority of Section 9504(a) of the Secure Water Act, Subtitle F of Title IX of the Omnibus Public Land Management Act of 2009, Public Law (P.L.) 111-11 (42 United States Code [U.S.C.] 10364).

A.4. Other Related Funding Opportunities

Through WaterSMART Grants, Reclamation also provides other funding opportunities. Through **Small-Scale Water Efficiency Projects**, Reclamation provides funding for small-scale water management projects (up to $75,000 in Federal funding for each project) that have been identified through previous planning efforts. Reclamation has developed a streamlined selection and review process to reflect the small-scale nature of these projects.

In addition, through **Water Marketing Strategy Grants**, Reclamation provides funding to develop strategies to establish or expand water markets or water marketing activities between willing participants. Under this funding opportunity, applicants can conduct outreach and partnership building, scoping and planning activities (e.g., hydrologic, legal, economic, and other types of analysis), and develop a strategy for the implementation of water marketing activities.

Reclamation provides funding for water management projects through several other programs under WaterSMART. Through the **Drought Response Program**, Reclamation provides funding to help build resilience to drought. Through Drought Contingency Planning, Reclamation supports the development of drought contingency plans with participation from a diverse set of stakeholders.

Reclamation also provides funding for Drought Resiliency Projects that increase water supply flexibility and improve water management to build long term resilience to drought and are supported by an existing drought contingency plan.

In addition, through the **Cooperative Watershed Management Program**, Reclamation provides funding to watershed groups to encourage diverse stakeholders to form local solutions to address their watershed management needs. Reclamation provides funding through Phase I of the CWMP for watershed group development, restoration planning, and watershed management project design, and through Phase II for the implementation of watershed management projects.

For information on the timing for these FOAs, please visit the WaterSMART Program website: www.usbr.gov/watersmart/.

A.5. Collaboration with the Natural Resources Conservation Service

Reclamation and NRCS are collaborating to align program resources in areas of the Western United States where our mission areas overlap to improve the impact of the agencies' respective drought resiliency and water efficiency investments. Applicants under WaterSMART Grants receive additional consideration in the evaluation process for delivery system improvements that complement on-farm improvements supported by NRCS, such as those funded through their Environmental Quality Incentives Program (EQIP). Contingent on available appropriations, NRCS provides dedicated EQIP funding to support on-farm water efficiency improvements by producers served by water delivery systems improved through a WaterSMART Grant.

Please note that on-farm improvements themselves are not eligible activities for funding under this FOA. NRCS will have a separate application process for the on-farm components of selected projects.

Under this FOA, consideration will be given under *Section E.1.2. Evaluation Criterion D—Complementing On-Farm Irrigation Improvements* for proposals that describe on-farm efficiency work that is currently being completed or is anticipated to be completed in collaboration with NRCS in the area (e.g., with a direct connection to the district's water supply). Please contact your state NRCS office for more information regarding NRCS assistance. You can find the contact information for your state NRCS office on the United States Department of Agriculture's website, www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/states/.

Section B. Award Information

B.1. Total Project Funding

The President's FY 2021 budget request includes $7.8 million for WaterSMART Grants. Reclamation will determine the final amount of funding available for award under this FOA once final FY 2021 appropriations have been made. The amount of funding available for awards under this FOA will depend on the demand for funding under this and other categories of WaterSMART Grants. Any awards are subject to a determination by Reclamation that FY 2021 appropriations are available. Applications submitted under this FOA may also be considered if other funding becomes available in FY 2022 or subsequently.

B.2. Project Funding Limitations

Multiple applications for funding may be submitted for consideration (for example, an applicant may submit a proposal for funding under Funding Group I and a separate proposal under Funding Group II). ***However, no more than $2,000,000 will be awarded to any one applicant under this FOA.***

The Federal share (Reclamation's share in addition to any other sources of Federal funding) of any one proposed project shall not exceed 50 percent of the total project costs. Generally, the non-Federal share of project costs must be expended at the same or greater rate as the Federal share of project costs.

Applicants are invited to submit proposals under the following two funding groups.

B.2.1. Funding Group I

Up to $500,000 in Federal funds provided through this FOA will be available for smaller, on-the-ground projects.

- In general, projects funded under Funding Group I should be completed within two years of award (see *Section C.3.3. Length of Projects* for additional information).

- It is expected that more awards will be made for projects in Funding Group I than Funding Group II (described below).

B.2.2. Funding Group II

Up to $2,000,000 in Federal funds provided through this FOA will be available for larger, phased on-the-ground projects that may take up to 3 years to complete.

- Projects selected under Funding Group II will be funded on an annual basis, for a period of up to 3 years, with a maximum of $2,000,000 available for the entire project. Funding for the remaining project years will be made available contingent on subsequent congressional appropriations. (Note: Recipients will not be asked to reapply to receive FY 2022 and FY 2023 funding).
- Recipients must demonstrate sufficient progress to receive subsequent funding for remaining phases of the project.
- It is expected that a smaller number of awards will be made for projects in Funding Group II than Funding Group I.

B.3. Environmental and Cultural Resource Compliance

All projects selected for funding under this FOA will be required to comply with the National Environmental Policy Act (NEPA) and other Federal environmental and cultural resource laws and other regulations.

B.4. Assistance Instrument

Project awards will be made through grants or cooperative agreements as applicable to each project. If a cooperative agreement is awarded, the recipient should expect Reclamation to have substantial involvement in the project.

Substantial involvement by Reclamation may include:

- Collaboration and participation with the recipient in the management of the project and close oversight of the recipient's activities to ensure that the program objectives are being achieved.

- Oversight may include review, input, and approval at key interim stages of the project.

At the request of the recipient, Reclamation can provide technical assistance after award of the project. If you receive Reclamation's assistance, you must account for these costs in your budget. To discuss available assistance and these costs, contact the Program Coordinator identified in *Section G. Agency Contacts.*

Section C. Eligibility Information

C.1. Eligible Applicants

Under P.L. 111-11, Section 9502, an eligible applicant is a state, Indian tribe, irrigation district, water district, or other organization with water or power delivery authority.

Applicants must also be located in the Western United States or Territories as identified in the Reclamation Act of June 17, 1902, as amended and supplemented; specifically: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands.

Those not eligible include, but are not limited to, the following entities:

- Federal Governmental entities
- Individuals
- Institutes of higher education
- 501(c)4 organizations
- 501(c)6 organizations

C.2. Cost Sharing Requirements

Applicants must be capable of cost sharing ***50*** **percent or more** of the total project costs. The total project cost is defined as the total allowable costs incurred under a Federal award and all required cost share and voluntary committed cost share contributions, including third-party contributions.

Cost share may be made through cash, costs contributed by the applicant, or third-party in-kind contributions. Third-party in-kind contributions include the value of non-cash contributions of property or services that benefit the federally assisted project and are contributed by non-Federal third parties, without charge. Cost share funding from sources outside the applicant's organization (e.g., loans or state grants) should be secured and available to the applicant prior to award. Please see *Section D.2.2.9 Official Resolution* and *Section D.2.2.5 Funding Plan and Letters of Commitment* for more information regarding the documentation required to verify commitments to meet cost sharing requirements.

C.2.1. Cost Share Regulations

All cost-share contributions must meet the applicable administrative and cost principles criteria established in 2 Code of Federal Regulations (CFR) Part 200, available at www.ecfr.gov.

C.2.2. Third-Party In-Kind Contributions

Third-party in-kind contributions may be in the form of equipment, supplies, and other expendable property, as well as the value of services directly benefiting and specifically identifiable to the proposed project. Applicants may not include as part of their cost-share for projects funded under this FOA the cost or value of third-party in-kind contributions that have been or will be relied on to satisfy a cost-sharing or matching requirement for another Federal financial assistance agreement, a Federal procurement contract, or any other award of Federal funds. Applicants should refer to 2 CFR §200.434 *Contributions and donations* for regulations regarding the valuation of third-party in-kind contributions, available at www.ecfr.gov.

C.3. Eligible Projects

C.3.1. Eligible Projects

Water conservation and hydropower projects eligible for funding under this FOA are described below. Applications may include anyone, or a combination, of the types of projects described. In general, if you are seeking funding for multiple projects (e.g., a piping project and a hydropower project) and the projects are interrelated or closely related, they should be combined in one application.

Applicants may submit multiple project proposals; however, no more than $2,000,000 will be awarded in any FY to any one applicant under this FOA.

C.3.1.1. Water Conservation Projects

Water conservation projects result in quantifiable and sustained water savings or improved water management. Please note that an agreement will not be awarded for an improvement to conserve irrigation water unless the applicant agrees to the terms of Section 9504(a)(3)(B) of Public Law 111-11. See *Section F.2.3. Requirements for Agricultural Operations under Public Law 111-11, Section 9504(a)(3)(D)* of this FOA for further information. Eligible water conservation projects include:

- **Canal Lining/Piping:** Projects that line or pipe canals, resulting in conserved water. Projects include, but are not limited to:
    - Installing new proven lining materials or technology

- Converting open canals to pipeline
- Constructing conveyance improvements, turnouts, or pipelines

- **Municipal Metering:** Projects that install meters, resulting in measurable water savings. Projects include, but are not limited to:
  - Installing end-user water service meters, e.g., for a residential or commercial building unit
  - Installing distribution system meters associated with production and/or leakage quantification. Note that distribution system meters will not receive points for quantifiable water savings under Evaluation Criterion A – Quantifiable Water Savings. Accordingly, to receive points under Evaluation Criterion A, these projects must be paired with a complementary project component that will result in water savings, e.g., pipe installation using upgraded materials, or individual water service meters

- **Irrigation Flow Measurement:** Projects that improve measurement accuracy and result in reduced spills and over-deliveries to irrigators. Projects include, but are not limited to:
  - Installing weirs, flumes, ramps, etc. in open channels
  - Installing meters in pressurized pipes

- **Supervisory Control and Data Acquisition and Automation (SCADA)**: Projects that install SCADA and/or automation components that provide water savings when irrigation delivery system operational efficiency is improved to reduce spills, over-deliveries, and seepage. Projects include, but are not limited to:
  - Installing SCADA components that allow for remote monitoring of irrigation delivery system conditions (flow rates, water elevations, controls devices openings, etc.)
  - Installing automation components that allow for remote operation of delivery system control features (gates, valves, turnouts, etc.)

- **Irrigation Measures:** Projects that provide water savings by reducing outdoor water usage. These measures include turf removal, Smart irrigation controllers (weather or soil-moisture based) and high-efficiency nozzles (sprinkler heads). These measures are typically promoted by water entities through rebates or direct-install programs. Projects include, but are not limited to:
  - Removing turf
  - Installing Smart irrigation controllers

- Installing high-efficiency nozzles (e.g., sprinkler heads)

C.3.1.2. Hydropower Projects

Projects that increase the use of hydropower in managing and delivering water. Projects include, but are not limited to, those discussed in the following subsections.

Implementing Hydropower Projects Related to Water Management and Delivery

Hydropower projects related to water management and delivery include, but are not limited to:

- Installing a small-scale hydroelectric facility that enables use of renewable energy sources (e.g., installing low-head hydrokinetic power generation units in a water system)

Proposals including a hydropower component typically require additional permitting not needed for other water management improvements (e.g., canal lining). In evaluating these proposals, Reclamation may consider the applicant's progress in obtaining a Federal Energy Regulatory Commission (FERC) license or a Reclamation Lease of Power Privilege (LOPP), depending on which is applicable. Applicants for a project including a hydropower component are asked to include documentation of steps taken to date for obtaining a FERC license or a LOPP.

Note that improvements to Federal facilities that are implemented through any project awarded funding through this FOA must comply with additional requirements. The Federal government will continue to hold title to the Federal facility and any improvement that is integral to the existing operations of that facility. Please see *Section F.2.4. Title to Improvements Under Public Law 111-11, Section 9504(a)(3)(D).*

Applicants proposing hydropower development may wish to contact the Program Coordinator listed in *Section G, Agency Contacts*, prior to the application deadline to discuss the requirements listed above.

Note: other types of renewable energy projects, including large-scale solar, wind, and geothermal projects, are not eligible under this FOA

C.3.2. Ineligible Projects

Any project not specifically described in *Section 3.1. Eligible Projects* is not eligible under this FOA. The following subsections further explain ineligible projects.

C.3.2.1. Operations, Maintenance, and Replacement

Projects that are considered normal operations, maintenance and replacement (OM&R) are not eligible. OM&R is described as system improvements that replace or repair existing infrastructure or function without providing increased efficiency or effectiveness of water distribution over the expected life of the improvement. Examples of ineligible OM&R projects include:

- Replacing malfunctioning components of an existing facility with the same components
- Improving an existing facility to operate as originally designed
- Performing an activity on a recurring basis, even if that period is extended (e.g., 10-year interval)
- Sealing expansion joints of concrete lining because the original sealer or the water stops have failed
- Sealing cracks in canals and/or pipes, including those sealant projects intending to improve facilities with inherent design and construction flaws
- Replacing broken meters with new meters of the same type
- Replacing leaky pipes with new pipes of the same type
- Completion of one-time leak detection surveys

Applicants that have questions regarding OM&R are encouraged to contact the Program Coordinator listed in *Section G. Agency Contacts*, prior to the application deadline for further information.

C.3.2.2. Water Reclamation, Recycling, and Reuse

Water reclamation, reuse, and desalination projects are not eligible for funding under this FOA. Entities seeking funding for these types of projects should consider Reclamation's Title XVI Water Reclamation and Reuse Program and Drought Response Program. If you have questions about a water reclamation, reuse, or desalination project please contact Ms. Amanda Erath at 303-445-2766 or aerath@usbr.gov.

C.3.2.3. Groundwater Recharge

Groundwater recharge projects are not eligible. Applicants proposing such projects should consider applying for funding under the WaterSMART Drought Resiliency Projects FOA. See the WaterSMART Drought Response Program webpage, www.usbr.gov/drought/, for more information.

C.3.2.4. Water Purchases

A project that proposes using Federal funding primarily for the purchase of water is not eligible under this FOA.

C.3.2.5. Building Construction

A project that proposes to construct a building is not eligible for Federal funding under this FOA (e.g., a building to house administrative staff or to promote public awareness of water conservation).

C.3.2.6. Pilot Projects

A project that proposes to conduct a pilot study to evaluate technical capability, economic feasibility, or viability for full-scale implementation, or to test an unproven material or technology is not eligible for Federal funding under this FOA.

C.3.2.7. High-Efficiency Indoor Appliance and Fixture Installation

A project that includes the installation of high-efficiency indoor appliances and fixtures, including toilets and urinals, whether through rebates, direct install, or by other means, is not eligible for funding under this FOA.

C.3.2.8. Other Types of Renewable Energy Projects

Renewable energy projects other than hydropower projects, including large-scale solar, wind, and geothermal projects, are not eligible under this FOA.

C.3.2.9. Projects Receiving Other Federal Financial Assistance

Projects or activities that are funded under another Federal Financial Assistance agreement are not eligible for funding under this FOA.

C.3.3. Length of Projects

In general, Funding Group I projects should be completed within two years of award. Funding Group II projects should be completed within three years of award and each year are expected to complete the work planned as part of that year's phase. Applications for projects requiring more time will be considered for funding only under limited circumstances. For example, some hydropower project installations may require additional time to secure necessary permits.

Reclamation will determine the capability of an applicant to complete the proposed project within the timeframe identified in the application.

Section D. Application and Submission Information

D.1. Address to Request Application Package

This document contains all information, forms, and electronic addresses required to obtain the information required for submission of an application.

If you are unable to access this information electronically, you can request paper copies of any of the documents referenced in this FOA by contacting:

By mail: Bureau of Reclamation
Financial Assistance Operations
Attn: Mr. Ned Weakland
P.O. Box 25007, MS 84-27815
Denver, CO 80225

By email: eweakland@usbr.gov

By telephone: 303-445-3757

D.2. Content and Form of Application Submission

All applications must conform to the requirements set forth below.

D.2.1. Application Format and Length

The technical proposal and criteria section (defined below) shall be limited to a maximum of **50** consecutively numbered pages. If this section of the application exceeds 50 pages, only the first 50 pages will be evaluated. The font shall be at least 12 points in size and easily readable. Page size shall be 8½ by 11 inches, including charts, maps, and drawings. Margins should be standard 1-inch margins. Oversized pages will not be accepted.

Applications will be prescreened for compliance to the above page number limitation. Excess pages will be removed and not considered in the evaluation of the proposed project.

D.2.2. Application Content

The application must include the following elements to be considered complete:

- Mandatory Federal Forms. Note, applications submitted by consultants must contain an SF-424 and SF-424D that is manually signed by an authorized representative of the entity applying.

- SF-424 Application for Federal Assistance.
- SF-424C Budget Information – Construction ProgramsSF-424D Assurances – Construction Programs
- SF-LLL Disclosure of Lobbying Activities (if applicable)

These forms may be obtained at www.grants.gov/web/grants/forms/sf-424-family.html

- Title page
- Table of contents
- Technical proposal and evaluation criteria (limited to **50** pages)
  - Executive summary
  - Project location
  - Technical project description
  - Evaluation criteria
- Project budget
  - Funding plan and letters of commitment
  - Budget proposal
  - Budget narrative
- Environmental and cultural resources compliance
- Required permits or approvals
- Letters of project support
- Official resolution

It is highly recommended that application packages be structured in the order identified above.

D.2.2.1. Mandatory Federal Forms

The application must include the following standard Federal forms:

SF-424 Application for Federal Assistance

A fully completed SF-424, Application for Federal Assistance signed by a person legally authorized to commit the applicant to performance of the project must be submitted with the application. Failure to submit a properly signed SF-424 may result in the elimination of the application from further consideration.

SF-424 Budget Information

A fully completed SF-424C Budget Information Construction Programs must be submitted with the application.

SF-424 Assurances

A SF-424D Assurances Construction Programs, signed by a person legally authorized to commit the applicant to performance of the project shall be included. Failure to submit a properly signed SF-424D may result in the elimination of the application from further consideration.

SF-LLL Disclosure of Lobbying Activities

A fully completed and signed SF-LLL, Disclosure of Lobbying Activities is required is required if the applicant has made or agreed to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. *Note – this form cannot be submitted by a contractor or other entity on behalf of an applicant.*

D.2.2.2. Title Page

Provide a brief, informative, and descriptive title for the proposed work that indicates the nature of the project. Include the name and address of the applicant, and the name and address, email address, and telephone of the project manager.

D.2.2.3. Table of Contents

List all major sections of the proposal in the table of contents.

D.2.2.4. Technical Proposal and Evaluation Criteria

The technical proposal and evaluation criteria (**50** pages maximum) include:

(1) Executive summary
(2) Project Location
(3) Technical project description
(4) Evaluation criteria

Executive Summary

The executive summary should include:

- The date, applicant name, city, county, and state

- A one paragraph project summary that provides the location of the project, a brief description of the work that will be carried out, any partners involved, expected benefits and how those benefits relate to the water management issues you plan to address. Please note: this information will

be used to create a summary of your project for our website if the project is selected for funding. For example, note the following description of a project selected for funding in FY 2020:

Example: *The Bard Water District, located in southern California near the Arizona border, along with the Quechan Indian Tribe, will construct conveyance improvements for the Five Gates structure, which is a series of gated culverts that act as a major chokepoint in the District's delivery system. The District will replace the existing Five Gates with new more advanced metal gates and 560 feet of pipeline to increase water use efficiency and reliability through optimal flow rates, reduced leakage, and reduced operational losses. The project is a top priority for the District and the Tribe and is expected to result in annual water savings of 1,452 acre-feet, which will remain in the Lower Colorado River System.*

- State the length of time and estimated completion date for the proposed project

- Whether or not the proposed project is located on a Federal facility

Project Location

Provide detailed information on the proposed project location or project area including a map showing the specific geographic location. For example, {project name}is located in {state and county} approximately {distance} miles {direction, e.g., northeast} of {nearest town}. The project latitude is {##°##'N} and longitude is {###°##'W}.

Technical Project Description

Provide a more comprehensive description of the technical aspects of your project, including the work to be accomplished and the approach to complete the work. This description should provide detailed information about the project including materials and equipment and the work to be conducted to complete the project. This section provides an opportunity for the applicant to provide a clear description of the technical nature of the project and to address any aspect of the project that reviewers may need additional information to understand.

Please do not include your project schedule and milestones here; that information is requested in response to the Readiness to Proceed criterion below. In addition, please avoid discussion of the benefits of the project, which are also requested in response to evaluation criteria. This section is solely intended to provide an understanding of the technical aspects of the project.

Please note, if the work for which you are requesting funding is a phase of a larger project, please only describe the work that is reflected in the budget and exclude description of other activities or components of the overall project.

Evaluation Criteria

The evaluation criteria portion of your application should thoroughly address each criterion and subcriterion in the order presented to assist in the complete and accurate evaluation of your proposal.

(See *Section E.1. Technical Proposal: Evaluation Criteria* for additional details, including a detailed description of each criterion and subcriterion and points associated with each.)

It is suggested that applicants copy and paste the evaluation criteria and subcriteria in* Section E.1. Technical Proposal: Evaluation Criteria *into their applications to ensure that all necessary information is adequately addressed.

D.2.2.5. Project Budget

The project budget includes:

(1) Funding plan and letters of commitment
(2) Budget proposal
(3) Budget narrative

If the proposed project is selected, the awarding Reclamation Grants Officer will review the proposed pre-award costs to determine if they are consistent with program objectives and are allowable in accordance with the authorizing legislation. Proposed pre-award costs must also be compliant with all applicable administrative and cost principles criteria established in 2 CFR Part 200, available at www.ecfr.gov, and all other requirements of this FOA**. Costs incurred prior to July 1, 2020 are not eligible project costs under this FOA and should not be included in the proposed budget estimate.**

Please note that the costs for preparing and submitting an application in response to this FOA, including the development of data necessary to support the proposal, are not eligible project costs under this FOA and must not be included in the project budget. In addition, Budget Proposals must not include costs for the purchase of water or land, or to secure an easement other than a construction easement. These costs are not eligible project costs under this FOA.

Funding Plan and Letters of Commitment

Describe how the non-Federal share of project costs will be obtained. Reclamation will use this information in making a determination of financial capability.

Project funding provided by a source other than the applicant shall be supported with letters of commitment from these additional sources. Letters of commitment shall identify the following elements:

- The amount of funding commitment

- The date the funds will be available to the applicant
- Any time constraints on the availability of funds
- Any other contingencies associated with the funding commitment

Commitment letters from third party funding sources should be submitted with your application. If commitment letters are not available at the time of the application submission, please provide a timeline for submission of all commitment letters. Cost-share funding from sources outside the applicant's organization (e.g., loans or State grants), should be secured and available to the applicant prior to award.

Reclamation will not make funds available for an award under this FOA until the recipient has secured non-Federal cost-share. Reclamation will execute a financial assistance agreement once non-Federal funding has been secured or Reclamation determines that there is sufficient evidence and likelihood that non-Federal funds will be available to the applicant subsequent to executing the agreement.

Please identify the sources of the non-Federal cost-share contribution for the project, including:

- Any monetary contributions by the applicant towards the cost-share requirement and source of funds (e.g., reserve account, tax revenue, and/or assessments).
- Any costs that will be contributed by the applicant.
- Any third-party in-kind costs (i.e., goods and services provided by a third party).
- Any cash requested or received from other non-Federal entities.
- Any pending funding requests (i.e., grants or loans) that have not yet been approved and explain how the project will be affected if such funding is denied.

In addition, please identify whether the budget proposal includes any project costs that have been or may be incurred prior to award. For each cost, describe:

- The project expenditure and amount.
- The date of cost incurrence.
- How the expenditure benefits the project.

Budget Proposal

The total project cost (Total Project Cost), is the sum of all allowable items of costs, including all required cost sharing and voluntary committed cost sharing, including third-party contributions, that are necessary to complete the project.

Table 1.—Total Project Cost Table

SOURCE	AMOUNT
Costs to be reimbursed with the requested Federal funding	$
Costs to be paid by the applicant	$
Value of third-party contributions	$
TOTAL PROJECT COST	**$**

The budget proposal should include detailed information on the categories listed below and must clearly identify ***all*** items of cost, including those that will be contributed as non-Federal cost share by the applicant (required and voluntary), third-party in-kind contributions, and those that will be covered using the funding requested from Reclamation, and any requested pre-award costs. Unit costs must be provided for all budget items including the cost of services or other work to be provided by consultants and contractors. Applicants are strongly encouraged to review the procurement standards for Federal awards found at 2 CFR §200.317 through §200.326 before developing their budget proposal. If you have any questions regarding your budget proposal or eligible costs, please contact the grants management specialist identified in *Section G. Agency Contacts.*

It is also strongly advised that applicants use the budget proposal format shown on the next page in Table 2 or a similar format that provides this information. If selected for award, successful applicants must submit detailed supporting documentation for all budgeted costs. It is not necessary to include separate columns indicating which cost is being contributed as non-Federal cost share or which costs will be reimbursed with Federal funds.

Note: The costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects, including the development of data necessary to support the non-Federal entity's application are not eligible project costs and should not be included in the budget proposal (2 CFR §200.460).

Table 2.—Sample Budget Proposal Format

BUDGET ITEM DESCRIPTION	COMPUTATION		Quantity Type	TOTAL COST
	$/Unit	Quantity		
Salaries and Wages				
Employee 1				$
Employee 2				$
Employee 3				$
Fringe Benefits				
Full-Time Employees				$
Part-Time Employees				$
Travel				
Trip 1				$
Trip 2				$
Trip 3				$
Equipment				
Item A				$
Item B				$
Item C				$
Supplies and Materials				
Item A				$
Item B				$
Contractual/Construction				
Contractor A				$
Contractor B				$
Third-Party Contributions				
Contributor A				$
Contributor B				$
Other				
Other				$
TOTAL DIRECT COSTS				**$**
Indirect Costs				
Type of rate	percentage	$base		**$**
TOTAL ESTIMATED PROJECT COSTS				**$**

Budget Narrative

Submission of a budget narrative is mandatory. An award will not be made to any applicant who fails to fully disclose this information. The budget narrative provides a discussion of, or explanation for, items included in the budget

proposal. The types of information to describe in the narrative include, but are not limited to, those listed in the following subsections. Costs, including the valuation of third-party in-kind contributions, must comply with the applicable cost principles contained in 2 CFR Part §200, available at the Electronic Code of Federal Regulations (www.ecfr.gov).

Salaries and Wages

Indicate the Project Manager and other key personnel by name and title. The Project Manager must be an employee or board member of the applicant. Other personnel should be indicated by title alone. For all positions, indicate salaries and wages, estimated hours or percent of time, and rate of compensation. The labor rates must identify the direct labor rate separate from the fringe rate or fringe cost for each category. All labor estimates must be allocated to specific tasks as outlined in the applicant's technical project description. Labor rates and proposed hours shall be displayed for each task.

The budget proposal and narrative should include estimated hours for compliance with reporting requirements, including final project and evaluation. Please see *Section F.3. Program Performance Reports* for information on types and frequency of reports required.

Generally, salaries of administrative and/or clerical personnel will be included as a portion of the stated indirect costs. If these salaries can be adequately documented as direct costs, they should be included in this section; however, a justification should be included in the budget narrative.

Fringe Benefits

Identify the rates/amounts, what costs are included in this category, and the basis of the rate computations. Federally approved rate agreements are acceptable for compliance with this item.

Travel

Identify the purpose of each anticipated trip, destination, number of persons traveling, length of stay, and all travel costs including airfare (basis for rate used), per diem, lodging, and miscellaneous travel expenses. For local travel, include mileage and rate of compensation.

Equipment

If equipment will be purchased, itemize all equipment valued at or greater than $5,000. For each item, identify why it is needed for the completion of the project and how the equipment was priced. *Note: if the value is less than $5,000, the item should be included under materials and supplies.*

If equipment is being rented, specify the number of hours and the hourly rate. Local rental rates are only accepted for equipment actually being rented or leased.

If the applicant intends to use their own equipment for the purposes of the project, the proposed usage rates should fall within the equipment usage rates outlined by the United States Army Corps of Engineers within their Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8) at www.publications.usace.army.mil/USACE-Publications/Engineer-Pamphlets/u43545q/313131302D312D38.

Note: If the equipment will be furnished and installed under a construction contract, the equipment should be included in the construction contract cost estimate.

Materials and Supplies

Itemize supplies by major category, unit price, quantity, and purpose, such as whether the items are needed for office use, research, or construction. Identify how these costs were estimated (i.e., quotes, engineering estimates, or other methodology). *Note: If the materials/supplies will be furnished and installed under a contract, the equipment should be included in the construction contract cost estimate.*

Contractual

Identify all work that will be accomplished by consultants or contractors, including a breakdown of all tasks to be completed, and a detailed budget estimate of time, rates, supplies, and materials that will be required for each task. For each proposed contract, identify the procurement method that will be used to select the consultant or contractor and the basis for selection. Please note that all procurements with an anticipated aggregate value that exceeds the Micro-purchase Threshold (currently $10,000) must use a competitive procurement method (see 2 CFR §200.320 – *Methods of procurement to be followed*). Only contracts for architectural/engineering services can be awarded using a qualifications-based procurement method. If a qualifications-based procurement method is used, profit must be negotiated as a separate element of the contract price. See 2 CFR §200.317 through §200.326 for additional information regarding procurements, including required contract content. Note: A modification to an existing contract for services without first obtaining multiple quotes or proposals is considered a noncompetitive procurement, regardless of the method used to award the existing contract.

Third-Party In-Kind Contributions

Identify all work that will be accomplished by third-party contributors, including a breakdown of all tasks to be completed, and a detailed budget estimate of time, rates, supplies, and materials that will be required for each task. Third-party in-kind contributions, including contracts, must comply with all applicable administrative and cost principles criteria, established in 2 CFR Part 200, available at www.ecfr.gov, and all other requirements of this FOA.

Environmental and Regulatory Compliance Costs

Prior to awarding financial assistance, Reclamation must first ensure compliance with Federal environmental and cultural resources laws and other regulations ("environmental compliance"). Every project funded under this program will have environmental compliance activities undertaken by Reclamation and the recipient.

Depending on the potential impacts of the project, Reclamation may be able to complete its compliance activities without additional cost to the recipient. Where environmental or cultural resources compliance requires significant participation by Reclamation, costs incurred by Reclamation will be added as a line item to the budget during development of the financial assistance agreement and cost shared accordingly (i.e., withheld from the Federal award amount). Any costs to the recipient associated with compliance will be identified during the process of developing a final project budget for inclusion in the financial assistance agreement.

Other Expenses

Any other expenses not included in the above categories shall be listed in this category, along with a description of the item and why it is necessary. No profit or fee will be allowed.

Indirect Costs

Indirect costs are costs incurred by the applicant for a common or joint purpose that benefit more than one activity of the organization and are not readily assignable to the activities specifically benefitted without undue effort. Costs that are normally treated as indirect costs include, but are not limited to, administrative salaries and fringe benefits associated with overall financial and organizational administration; operation and maintenance costs for facilities and equipment; and, payroll and procurement services. If indirect costs will be incurred, identify the proposed rate, cost base, and proposed amount for allowable indirect costs based on the applicable cost principles for the applicant's organization. It is not acceptable to simply incorporate indirect rates within other direct cost line items.

If the applicant has never received a Federal negotiated indirect cost rate, the budget may include a *de minimis* rate of up to 10 percent of modified total direct costs. For further information on modified total direct costs, refer to 2 CFR §200.68 available at www.ecfr.gov.

If the applicant does not have a federally approved indirect cost rate agreement and is proposing a rate greater than the *de minimis* 10 percent rate, include the computational basis for the indirect expense pool and corresponding allocation base for each rate. Information on "Preparing and Submitting Indirect Cost Proposals" is available from the Department, the Interior Business Center, and Indirect Cost Services, at www.doi.gov/ibc/services/finance/indirect-cost-services. If the proposed project is selected for award, the recipient will be

required to submit an indirect cost rate proposal with their cognizant agency within three months of award. Reimbursement of indirect costs will not be allowable until the recipient enters into the indirect cost rate agreement.

D.2.2.6. Required Permits or Approvals

Applicants must state in the application whether any permits or approvals are required and explain the plan for obtaining such permits or approvals.

Note that improvements to Federal facilities that are implemented through any project awarded funding through this FOA must comply with additional requirements. The Federal government will continue to hold title to the Federal facility and any improvement that is integral to the existing operations of that facility. Please see P.L. 111-11, Section 9504(a)(3)(B). Reclamation may also require additional reviews and approvals prior to award to ensure that any necessary easements, land use authorizations, or special permits can be approved consistent with the requirements of 43 CFR Section 429, and that the development will not impact or impair project operations or efficiency.

D.2.2.7. Letters of Support

Please include letters from interested stakeholders supporting the proposed project. To ensure your proposal is accurately reviewed, please attach all letters of support/ partnership letters as an appendix. Letters of support received after the application deadline for this FOA will not be considered in the evaluation of the proposed project.

D.2.2.8. Official Resolution

Include an official resolution adopted by the applicant's board of directors or governing body, or, for State government entities, an official authorized to commit the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this FOA, verifying:

- The identity of the official with legal authority to enter into an agreement.
- The board of directors, governing body, or appropriate official who has reviewed and supports the application submitted.
- The capability of the applicant to provide the amount of funding and/or in-kind contributions specified in the funding plan.
- That the applicant will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

An official resolution meeting the requirements set forth above is mandatory. If the applicant is unable to submit the official resolution by the application deadline because of the timing of board meetings or other justifiable reasons, the official resolution may be submitted up to 30 days after the application deadline, via email to the contact listed in Section D.1. of this FOA.

D.3. Unique Entity Identifier and System for Award Management

All applicants (unless the applicant has an exception approved by Reclamation under 2 CFR §25.110[d]) are required to:

(i) Be registered in the System for Award Management (SAM) before submitting its application;

(ii) Provide a valid unique entity identifier in its application; and

(iii) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

Meeting the requirements set forth above is mandatory. If the applicant is unable to complete registration by the application deadline, the unique entity identifier must be obtained, and SAM registration must be initiated within 30 days after the application deadline in order to be considered for selection and award.

Reclamation will not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time Reclamation is ready to make an award, Reclamation may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

D.4. Submission Date and Time

The deadline for submitting an application is:

- September 17, 2020, 4:00 p.m. MDT.

Applications received after the application deadline will not be considered unless it can be determined that the delay was caused by Reclamation mishandling or technical issues with the Grants.gov application system. Please note that difficulties related to an applicant's Grants.gov profile (e.g., incorrect organizational representative), the upload of documents to Grants.gov or an applicant's SAM registration are not considered technical issues with the Grants.gov system.

Please note that any application submitted for funding under this FOA may be subjected to a Freedom of Information Act request (5 U.S.C. Section 552, as amended by P.L. No. 110-175), and as a result, may be made publicly available. Following awards of funding, Reclamation will post all successful applications on

the Reclamation website, www.usbr.gov/WaterSmart/, after conducting any redactions determined necessary by Reclamation, in consultation with the recipient.

D.4.1. Application Delivery Instructions

The application may be submitted electronically through Grants.gov (www.grants.gov) or a hard copy may be submitted to either one of the following addresses. Under no circumstances will applications received through any other method (such as email or fax) be considered eligible for award.

By mail or USPS overnight services:

Bureau of Reclamation
Financial Assistance Support Section
Attn: Mr. Ned Weakland
P.O. Box 25007, MS 84-27815
Denver, CO 80225

All other express delivery:

Bureau of Reclamation mail services
Attn: Mr. Ned Weakland
Denver Federal Center
Bldg. 67, Rm. 152
6th Avenue and Kipling Street
Denver, CO 80225

By courier services:

Bureau of Reclamation
Attn: Mr. Ned Weakland
Denver Federal Center
Bldg. 67, Rm. 581
6th Avenue and Kipling Street
Denver, CO 80225

D.4.2. Instructions for Submission of Project Application

Each applicant should submit an application in accordance with the instructions contained in this section.

D.4.2.1. Applications Submitted by Mail, Express Delivery or Courier Services

Please follow these instructions to submit your application by mail, express delivery, or courier services.

- Applicants should submit one copy of all application documents for hardcopy submissions. Only use a binder clip for documents submitted. Do not staple or otherwise bind application documents.

- Hard copy applications may be submitted by mail, express delivery, or courier services to the addresses identified in this FOA.

- Materials arriving separately will not be included in the application package and may result in the application being rejected or not funded. This does not apply to letters of support, funding commitment letters, or official resolutions.

- Faxed and emailed copies of application documents will not be accepted.

- Do not include a cover letter or company literature/brochure with the application. All pertinent information must be included in the application package.

D.4.2.2. Applications Submitted Electronically

If the applicant chooses to submit an electronic application, it must be submitted through Grants.gov (www.grants.gov). Reclamation encourages applicants to submit their applications for funding electronically through the URL: www.grants.gov/applicants/apply-for-grants.html. Applicant resource documents and a full set of instructions for registering with Grants.gov (www.grants.gov) and completing and submitting applications online are available at: www.grants.gov/applicants/apply-for-grants.html.

- Please note that submission of an application electronically requires prior registration through Grants.gov, which may take 7 to 21 days. Please see registration instructions at www.grants.gov/applicants/apply-for-grants.html. *In addition, please note that the Grants.gov system only accepts applications submitted by individuals that are registered and active in SAM as both a user and an Authorized Organizational Representative.*

- Applicants have experienced significant delays when attempting to submit applications through Grants.gov. If you plan to submit your application through Grants.gov you are encouraged to submit your application several days prior to the application deadline. If you are a properly registered Grants.gov applicant and encounter problems with the Grants.gov application submission process, you must contact the Grants.gov Help Desk to obtain a case number. This case number will provide evidence of your attempt to submit an application prior to the submission deadline.

Regardless of the delivery method used, you must ensure that your proposal arrives by the date and time deadline stated in this FOA. Applications received after this date and time due to weather or express delivery/courier performance will not be considered for award. Late applications will not be considered unless it is determined that the delay was caused by Reclamation mishandling or technical issues with the Grants.gov application system. Please note that difficulties related to an applicant's Grants.gov profile (e.g., incorrect organizational representative), the upload of documents to Grants.gov, or an applicant's SAM registration are not considered technical issues with the Grants.gov system.

D.4.2.3. Acknowledgement of Application Receipt.

If an application is submitted by mail, express delivery, or courier, Reclamation will notify you via email that your application was received.

If an application is submitted through Grants.gov, you will receive an email acknowledging receipt of the application from Grants.gov. In addition, Reclamation will confirm via email that your application was successfully downloaded from Grants.gov.

Notification will be sent to the points of contact identified on the applicant's SF-424 Application for Federal Assistance.

D.5. Intergovernmental Review

This FOA is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs."

D.6. Automated Standard Application for Payments Registration

All applicants must also be registered with and willing to process all payments through the Department of Treasury Automated Standard Application for Payments (ASAP) system. All recipients with active financial assistance agreements with Reclamation must be enrolled in ASAP under the appropriate Agency Location Code(s) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a recipient has multiple DUNS numbers, they must separately enroll within ASAP for each unique DUNS Number and/or Agency. All of the information on the enrollment process for recipients, including the enrollment initiation form and the enrollment mailbox can be found at www.usbr.gov/mso/aamd/asap.html.

Note that if your entity is currently enrolled in the ASAP system with an agency other than Reclamation, you must enroll specifically with Reclamation in order to process payments.

Section E. Application Review Information

E.1. Technical Proposal: Evaluation Criteria

The evaluation criteria portion should be addressed in the technical proposal section of the application. Applications should thoroughly address each criterion and any sub-criterion in the order presented below. It is suggested that applicants copy and paste the below criteria and subcriteria into their applications to ensure that all necessary information is adequately addressed. **Applications will be evaluated against the evaluation criteria listed below.** If the work described in your application is a phase of a larger project, only discuss the benefits that will result directly from the work discussed in the technical project description and that is reflected in the budget, not the larger project.

Evaluation Criteria: Scoring Summary	**Points:**
A. Quantifiable Water Savings	**30**
B. Water Supply Reliability	**18**
C. Implementing Hydropower	**18**
D. Complementing On-Farm Irrigation Improvements	**10**
E. Department of the Interior Priorities	**10**
F. Implementation and Results	**6**
G: Nexus to Reclamation Project Activities	**4**
H: Additional Non-Federal Funding	**4**
Total	***100***

Note: Since the FOA is open to a variety of project types, Evaluation Criteria A-D may not apply to every project. For example, a water savings project (Criterion A) may not include implementation of a hydropower component (Criterion C). Please provide as much detail and support as you can for those criteria in A-D that are applicable to your project. All applicants should respond to Evaluation Criteria E-H.

E.1.1. Evaluation Criterion A—Quantifiable Water Savings (30 points)

*Up to **30 points** may be awarded for this criterion. This criterion prioritizes projects that will conserve water and improve water use efficiency by modernizing existing infrastructure. Points will be allocated based on the quantifiable water savings expected as a result of the project. Points will be allocated to give greater consideration to projects that are expected to result in more significant water savings.*

All applicants should be sure to address the following:

Describe the amount of estimated water savings. For projects that conserve water, please state the estimated amount of water expected to be conserved (in acre-feet per year) as a direct result of this project.

Please include a specific quantifiable water savings estimate; do not include a range of potential water savings.

Describe current losses: Please explain where the water that will be conserved is currently going (e.g., back to the stream, spilled at the end of the ditch, seeping into the ground)?

Describe the support/documentation of estimated water savings: Please provide sufficient detail supporting how the estimate was determined, including all supporting calculations. Note: projects that do not provide sufficient supporting detail/calculations may not receive credit under this section. Please be sure to consider the questions associated with your project type (listed below) when determining the estimated water savings, along with the necessary support needed for a full review of your proposal. *In addition, please note that the use of visual observations alone to calculate water savings, without additional documentation/data, are not sufficient to receive credit under this section. Further, the water savings must be the result of reducing or eliminating a current, ongoing loss, not the result of an expected future loss.*

Please address the following questions according to the type of infrastructure improvement you are proposing for funding. See *Appendix A: Benefit Quantification and Performance Measure Guidance* for additional guidance on quantifying water savings.

(1) **Canal Lining/Piping:** Canal lining/piping projects can provide water savings when irrigation delivery systems experience significant losses due to canal seepage. Applicants proposing lining/piping projects should address the following:

a. How has the estimated average annual water savings that will result from the project been determined? Please provide all relevant calculations, assumptions, and supporting data.

b. How have average annual canal seepage losses been determined? Have ponding and/or inflow/outflow tests been conducted to determine seepage rates under varying conditions? If so, please provide detailed descriptions of testing methods and all results. If not, please provide an explanation of the method(s) used to calculate seepage losses. All estimates should be supported with multiple sets of data/measurements from representative sections of canals.

c. What are the expected post-project seepage/leakage losses and how were these estimates determined (e.g., can data specific to the type of material being used in the project be provided)?

d. What are the anticipated annual transit loss reductions in terms of acre-feet per mile for the overall project and for each section of canal included in the project?

e. How will actual canal loss seepage reductions be verified?

f. Include a detailed description of the materials being used.

(2) **Municipal Metering:** Municipal metering projects can provide water savings when individual user meters are installed where none exist to allow for unit or tiered pricing, when existing individual user meters are replaced with advanced metering infrastructure (AMI) meters, and when new meters are installed within a distribution system to assist with leakage reduction. To receive credit for water savings for a municipal metering project, an applicant must provide a detailed description of the method used to estimate savings, including references to documented savings from similar previously implemented projects. Applicants proposing municipal metering projects should address the following:

a. How has the estimated average annual water savings that will result from the project been determined? Please provide all relevant calculations, assumptions, and supporting data.

b. How have current distribution system losses and/or the potential for reductions in water use by individual users been determined?

c. For installing end-user water service meters, e.g., for a residential or commercial building unit., refer to studies in the region or in the applicant's service area that are relevant to water use patterns and the potential for reducing such use. In the absence of such studies, please explain in detail how expected water use reductions have been estimated and the basis for the estimations.

d. Installation of distribution system meters will not receive points under this criterion. Accordingly, these projects must be paired with a complementary project component that will result in water savings in order for the proposal to receive credit for water savings, e.g., pipe installation using upgraded materials, or individual water service meters.

e. What types (manufacturer and model) of devices will be installed and what quantity of each?

f. How will actual water savings be verified upon completion of the project?

(3) **Irrigation Flow Measurement:** Irrigation flow measurement improvements can provide water savings when improved measurement accuracy results in reduced spills and over-deliveries to irrigators. Applicants proposing municipal metering projects should address the following:

a. How have average annual water savings estimates been determined? Please provide all relevant calculations, assumptions, and supporting data.

b. Have current operational losses been determined? If water savings are based on a reduction of spills, please provide support for the amount of water currently being lost to spills.

c. Are flows currently measured at proposed sites and if so, what is the accuracy of existing devices? How has the existing measurement accuracy been established?

d. Provide detailed descriptions of all proposed flow measurement devices, including accuracy and the basis for the accuracy.

e. Will annual farm delivery volumes be reduced by more efficient and timely deliveries? If so, how has this reduction been estimated?

f. How will actual water savings be verified upon completion of the project?

(4) **Turf Removal:** Applicants proposing turf removal projects should address the following:

a. How have average annual water savings estimates been determined? Please provide all relevant calculations, assumptions, and supporting data.

b. What is the total surface area of turf to be removed and what is the estimated average annual turf consumptive use rate per unit area?

c. Was historical water consumption data evaluated to estimate average annual turf consumptive use per unit area? If so, did the evaluation include a weather adjustment component?

d. Will site audits be performed before applicants are accepted into the program?

e. How will actual water savings be verified upon completion of the project?

(5) **Smart Irrigation Controllers and High-Efficiency Nozzles:** Applicants proposing smart irrigation controller or high-efficiency nozzle projects should address the following:

a. How have average annual water savings estimates been determined? Please provide all relevant calculations, assumptions, and supporting data.

b. Was historical water consumption data evaluated to estimate the percent reduction in water demand per unit area of irrigated landscape? If so, did the evaluation include a weather adjustment component?

c. What types (manufacturer and model) of devices will be installed and what quantity of each?

d. Will the devices be installed through a rebate or direct-install program?

e. Will site audits be performed before and after installation?

f. How will actual water savings be verified upon completion of the project?

Note: a project that includes the installation of high-efficiency indoor appliances and fixtures, including toilets, whether through rebates, direct install, or by other means, is not eligible for funding under this FOA.

E.1.2. Evaluation Criterion B—Water Supply Reliability (18 points)

*Up to **18 points** may be awarded under this criterion. This criterion prioritizes projects that address water reliability concerns, including making water available for multiple beneficial uses and resolving water related conflicts in the region.*

Note that an agreement will not be awarded for an improvement to conserve irrigation water unless the applicant agrees to the terms of Section 9504(a)(3)(B) of Public Law 111-11 (see p. 52 of the FOA for additional information).

Please address how the project will increase water supply reliability. Proposals that will address more significant water supply shortfalls benefitting multiple sectors and multiple water users, will be prioritized. General water supply reliability benefits (e.g., proposals that will increase resiliency to drought) will also be considered. Please provide sufficient explanation of the project benefits and their significance. These benefits may include, but are not limited to, the following:

1. Will the project address a specific water reliability concern? Please address the following:

    - Explain and provide detail of the specific issue(s) in the area that is impacting water reliability, such as shortages due to drought, increased demand, or reduced deliveries. Will the project directly address a heightened competition for finite water supplies and over-allocation (e.g., population growth)?

    - Describe how the project will address the water reliability concern? In your response, please address where the conserved water will go and how it will be used, including whether the conserved water will be used to offset groundwater pumping, used to reduce diversions, used to address shortages that impact diversions or reduce deliveries, made available for transfer, left in the river system, or used to meet another intended use.

    - Provide a description of the mechanism that will be used, if necessary, to put the conserved water to the intended use.

    - Indicate the quantity of conserved water that will be used for the intended purpose.

2. Will the project make water available to achieve multiple benefits or to benefit multiple water users? Consider the following:

    - Will the project benefit multiple sectors and/or users (e.g., agriculture, municipal and industrial, environmental, recreation, or others)?

        - Will the project benefit species (e.g., federally threatened or endangered, a federally recognized candidate species, a state listed species, or a species of particular recreational, or economic importance)? Please describe the relationship of the species to the water supply, and whether the species is adversely affected by a Reclamation project.

        - Will the project benefit a larger initiative to address water reliability?

- Will the project benefit Indian tribes?
- Will the project benefit rural or economically disadvantaged communities?
- Describe how the project will help to achieve these multiple benefits. In your response, please address where the conserved water will go and where it will be used, including whether the conserved water will be used to offset groundwater pumping, used to reduce diversions, used to address shortages that impact diversions or reduce deliveries, made available for transfer, left in the river system, or used to meet another intended use.

3. Does the project promote and encourage collaboration among parties in a way that helps increase the reliability of the water supply?
   - Is there widespread support for the project?
   - What is the significance of the collaboration/support?
   - Is the possibility of future water conservation improvements by other water users enhanced by completion of this project?
   - Will the project help to prevent a water-related crisis or conflict? Is there frequently tension or litigation over water in the basin?
   - Describe the roles of any partners in the process. Please attach any relevant supporting documents.
4. Will the project address water supply reliability in other ways not described above?

E.1.3. Evaluation Criterion C—Implementing Hydropower (18 points)

*Up to **18 points** may be awarded for this criterion. This criterion prioritizes projects that will install new hydropower capacity in order to utilize our natural resources to ensure energy is available to meet our security and economic needs.*

If the proposed project includes construction or installation of a hydropower system, please address the following:

Describe the amount of energy capacity. For projects that implement hydropower systems, state the estimated amount of capacity (in kilowatts) of the system. Please provide sufficient detail supporting the stated estimate, including all calculations in support of the estimate.

Describe the amount of energy generated. For projects that implement hydropower systems, state the estimated amount of energy that the system will generate (in kilowatt hours per year). Please provide sufficient detail supporting the stated estimate, including all calculations in support of the estimate. Please explain how the power generated as a result of this project will be used, including any existing or planned agreements and infrastructure.

Describe any other benefits of the hydropower project. Please describe and provide sufficient detail on any additional benefits expected to result from the hydropower project, including:

- Any expected reduction in the use of energy currently supplied through a Reclamation project.
- Anticipated benefits to other sectors/entities.
- Expected water needs, if any, of the system.

E.1.4. Evaluation Criterion D—Complementing On-Farm Irrigation Improvements (10 points)

*Up to **10 points** may be awarded for projects that describe in detail how they will **complement on-farm irrigation improvements** eligible for NRCS financial or technical assistance.*

Note: Scoring under this criterion is based on an overall assessment of the extent to which the WaterSMART Grant project will complement ongoing or future on-farm improvements. Applicants should describe any proposal made to NRCS, or any plans to seek assistance from NRCS in the future, and how an NRCS-assisted activity would complement the WaterSMART Grant project. Financial assistance through EQIP is the most commonly used program by which NRCS helps producers implement improvements to irrigation systems, but NRCS does have additional technical or financial assistance programs that may be available. Applicants may receive maximum points under this criterion by providing the information described in the bullet points below. **Applicants are *not* required to have assurances of NRCS assistance by the application deadline to be awarded the maximum number of points under this sub-criterion.** Reclamation may contact applicants during the review process to gather additional information about pending applications for NRCS assistance if necessary.

Please note: On-farm improvements themselves are *not* eligible activities for funding under this FOA. This criterion is intended to focus on how the WaterSMART Grant project will complement ongoing or future on-farm improvements. NRCS will have a separate application process for the on-farm components of selected projects that may be undertaken in the future, separate of the WaterSMART Grant project.

If the proposed project will complement an on-farm improvement eligible for NRCS assistance, please address the following:

- Describe any planned or ongoing projects by farmers/ranchers that receive water from the applicant to improve on-farm efficiencies.
    - Provide a detailed description of the on-farm efficiency improvements.
    - Have the farmers requested technical or financial assistance from NRCS for the on-farm efficiency projects, or do they plan to in the future?
    - If available, provide documentation that the on-farm projects are eligible for NRCS assistance, that such assistance has or will be requested, and the number or percentage of farms that plan to participate in available NRCS programs.
    - Applicants should provide letters of intent from farmers/ranchers in the affected project areas.
- Describe how the proposed WaterSMART project would complement any ongoing or planned on-farm improvement.
    - Will the proposed WaterSMART project directly facilitate the on-farm improvement? If so, how? For example, installation of a pressurized pipe through WaterSMART can help support efficient on-farm irrigation practices, such as drip-irrigation.

    OR

    - Will the proposed WaterSMART project complement the on-farm project by maximizing efficiency in the area? If so, how?
- Describe the on-farm water conservation or water use efficiency benefits that are expected to result from any on-farm work.
    - Estimate the potential on-farm water savings that could result in acre-feet per year. Include support or backup documentation for any calculations or assumptions.
- Please provide a map of your water service area boundaries. If your project is selected for funding under this FOA, this information will help NRCS identify the irrigated lands that may be approved for NRCS funding and technical assistance to complement funded WaterSMART projects.

Note: On-farm water conservation improvements that complement the water delivery improvement projects selected through this FOA may be considered for NRCS funding and technical assistance to the extent that such assistance is

available. For more information, including application deadlines and a description of available funding, please contact your local NRCS office. See the NRCS website for office contact information, www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/states/.

E.1.5. Evaluation Criterion E—Department of the Interior and Bureau of Reclamation Priorities (10 points)

*Up to **10 points** may be awarded based on the extent that the proposal demonstrates that the project supports Department and Reclamation priorities. Please address those priorities that are applicable to your project. It is not necessary to address priorities that are not applicable to your project. A project will not necessarily receive more points simply because multiple priorities are addressed. Points will be allocated based on the degree to which the project supports one or more of the priorities listed, and whether the connection to the priority(ies) is well supported in the proposal.*

Department Priorities

1. *Creating a conservation stewardship legacy second only to Teddy Roosevelt*
    a. Utilize science to identify best practices to manage land and water resources and adapt to changes in the environment;
    b. Examine land use planning processes and land use designations that govern public use and access;
    c. Revise and streamline the environmental and regulatory review process while maintaining environmental standards;
    d. Review Department water storage, transportation, and distribution systems to identify opportunities to resolve conflicts and expand capacity;
    e. Foster relationships with conservation organizations advocating for balanced stewardship and use of public lands;
    f. Identify and implement initiatives to expand access to Department lands for hunting and fishing;
    g. Shift the balance towards providing greater public access to public lands over restrictions to access.

2. *Utilizing our natural resources*
    a. Ensure American Energy is available to meet our security and economic needs;
    b. Ensure access to mineral resources, especially the critical and rare earth minerals needed for scientific, technological, or military applications;

c. Refocus timber programs to embrace the entire ‘healthy forests’ lifecycle;

d. Manage competition for grazing resources.

3. *Restoring trust with local communities*

   a. Be a better neighbor with those closest to our resources by improving dialogue and relationships with persons and entities bordering our lands;

   b. Expand the lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities.

4. *Striking a regulatory balance*

   a. Reduce the administrative and regulatory burden imposed on U.S. industry and the public;

   b. Ensure that Endangered Species Act decisions are based on strong science and thorough analysis.

5. *Modernizing our infrastructure*

   a. Support the White House Public/Private Partnership Initiative to modernize U.S. infrastructure;

   b. Remove impediments to infrastructure development and facilitate private sector efforts to construct infrastructure projects serving American needs;

   c. Prioritize Department infrastructure needs to highlight:
      1. Construction of infrastructure;
      2. Cyclical maintenance;
      3. Deferred maintenance.

Reclamation Priorities

1. *Increase Water Supplies, Storage, and Reliability under WIIN and other Authorities*

2. *Streamline Regulatory Processes and Remove Unnecessary Burdens to Provide More Water and Power Supply Reliability*

3. *Leverage Science and Technology to Improve Water Supply Reliability to Communities*

4. *Address Ongoing Drought*

5. *Improve the Value of Hydropower to Reclamation Power Customers*

6. *Improve Water Supplies for Tribal and Rural Communities*

7. *Implementation of new Title Transfer authority pursuant to P.L. 116-9*

E.1.6. Evaluation Criterion F—Implementation and Results (6 points)

*Up to **6 points** may be awarded for these subcriteria.*

E.1.6.1. Subcriterion F.1— Project Planning

Points may be awarded for proposals with planning efforts that provide support for the proposed project.

Does the applicant have a Water Conservation Plan and/or System Optimization Review (SOR) in place? Please self-certify or provide copies of these plans where appropriate to verify that such a plan is in place.

Provide the following information regarding project planning:

(1) Identify any district-wide, or system-wide, planning that provides support for the proposed project. This could include a Water Conservation Plan, SOR, Drought Contingency Plan or other planning efforts done to determine the priority of this project in relation to other potential projects.

(2) Describe how the project conforms to and meets the goals of any applicable planning efforts and identify any aspect of the project that implements a feature of an existing water plan(s).

E.1.6.2. Subcriterion F.2— Performance Measures

Points may be awarded based on the description and development of performance measures to quantify actual project benefits upon completion of the project.

Provide a brief summary describing the performance measure that will be used to quantify actual benefits upon completion of the project (e.g., water saved or better managed, energy generated or saved). For more information calculating performance measure, see *Appendix A: Benefit Quantification and Performance Measure Guidance.*

All Water and Energy Efficiency Grants applicants are required to propose a "performance measure" (a method of quantifying the actual benefits of their project once it is completed). A provision will be included in all assistance agreements with Water and Energy Efficiency Grants recipients describing the performance measure and requiring the recipient to quantify the actual project benefits in their final report to Reclamation upon completion of the project. If

information regarding project benefits is not available immediately upon completion of the project, the financial assistance agreement may be modified to remain open until such information is available and until a Final Report is submitted. Quantifying project benefits is an important means to determine the relative effectiveness of various water management efforts, as well as the overall effectiveness of Water and Energy Efficiency Grants.

Note: program funding may be used to install necessary equipment to monitor progress. However, program funding may not be used to measure performance after project construction is complete (these costs are considered normal operation and maintenance costs and are the responsibility of the applicant).

E.1.6.3. Subcriterion F.3— Readiness to Proceed

Points may be awarded based upon the extent to which the proposed project is capable of proceeding upon entering into a financial assistance agreement. Please note, if your project is selected, responses provided in this section will be used to develop the scope of work that will be included in the financial assistance agreement.

Applications that include a detailed project implementation plan (e.g., estimated project schedule that shows the stages and duration of the proposed work, including major tasks, milestones, and dates) will receive the most points under this criterion.

- Identify and provide a summary description of the major tasks necessary to complete the project. Note: please do not repeat the more detailed technical project description provided in Section D.2.2.4.; this section should be focused on a summary of the major tasks to be accomplished as part of the project.

- Describe any permits that will be required, along with the process for obtaining such permits.

- Identify and describe any engineering or design work performed specifically in support of the proposed project.

- Describe any new policies or administrative actions required to implement the project.

  Please also include an estimated project schedule that shows the stages and duration of the proposed work, including major tasks, milestones, and dates. Milestones may include, but are not limited to, the following: complete environmental and cultural compliance; mobilization; begin construction/installation; construction/installation (50% complete); and construction/installation (100% complete)

E.1.7. Evaluation Criterion G— Nexus to Reclamation Project Activities (4 Points)

*Up to **4 points** may be awarded if the proposed project is in a basin with connections to Reclamation project activities. No points will be awarded for proposals without connection to a Reclamation project or Reclamation activity.*

- Is the proposed project connected to Reclamation project activities? If so, how? Please consider the following:
    - Does the applicant receive Reclamation project water?
    - Is the project on Reclamation project lands or involving Reclamation facilities?
    - Is the project in the same basin as a Reclamation project or activity?
    - Will the proposed work contribute water to a basin where a Reclamation project is located?
- Will the project benefit any tribe(s)?

E.1.8. Evaluation Criterion H— Additional Non-Federal Funding (4 points)

*Up to **4 points** may be awarded to proposals that provide non-Federal funding in excess of 50 percent of the project costs. State the percentage of non-Federal funding provided using the following calculation:*

$$\frac{\text{Non-Federal Funding}}{\text{Total Project Cost}}$$

E.2. Review and Selection Process

The Federal government reserves the right to reject any and all applications that do not meet the requirements or objectives of this FOA. Awards will be made for projects most advantageous to the Federal Government. Award selection may be made to maintain balance among the eligible projects listed in this FOA. The evaluation process will be comprised of the steps described in the following subsections.

E.2.1. Initial Screening

All application packages will be screened to ensure that:

- The applicant meets the eligibility requirements stated in this FOA.
- The applicant meets the unique entity identifier and SAM registration requirements stated in this FOA (this may be completed up to 30 days after the application deadline).
- The application meets the content requirements of the FOA package, including submission of a technical proposal, including responses to the evaluation criteria, a funding plan, budget proposal, and budget narrative.
- The application contains a properly executed SF-424, Application for Financial Assistance and form SF-424D, Assurances Construction Programs and a completed SF-424C, Budget Information Construction Programs.
- The application includes an official resolution, adopted by the applicant's board of directors, governing body, or appropriate authorized official (this may be submitted up to 30 days after the application deadline).
- The application and funding plan meets or exceeds the minimum non-Federal cost-share requirements identified in this FOA.
- The project can be completed in two years for Funding Group I project, or in three years for Funding Group II project.

Reclamation reserves the right to remove an application from funding consideration if it does not pass all Initial Screening criteria listed above. An applicant that has submitted an application that is determined to be ineligible for funding will be notified along with other applicants, or sooner, if possible.

E.2.2. Application Review Committee

Evaluation criteria will comprise the total evaluation weight as stated in the *Section E.1 Evaluation Criteria*. Application Review Information. Applications will be scored against the evaluation criteria by an Application Review Committee (ARC), made up of experts in relevant disciplines selected from across Reclamation. The ARC will also review the application to ensure that the project meets the description of eligible projects and meets the objective of this FOA.

During ARC review, Reclamation may contact applicants to request clarifications to the information provided, if necessary.

E.2.3. Red-Flag Review

Following the results of the ARC review, Reclamation offices will review the top-ranking applications and will identify any reasons why a proposed project would not be feasible or otherwise advisable, including environmental or cultural resources compliance issues, permitting issues, legal issues, or financial position. Positive or negative past performance by the applicant and any partners in previous working relationships with Reclamation may be considered, including whether the applicant is making significant progress toward the completion of outstanding financial assistance agreements and whether the applicant is in compliance with all reporting requirements associated with previously funded projects.

In addition, during this review, Reclamation will address any specific concerns or questions raised by members of the ARC, conduct a preliminary budget review, and evaluate the applicant's ability to meet cost share as required.

E.2.4. Managerial Review

Reclamation management will prioritize projects to ensure the total amount of all awards does not exceed available funding levels. Management will also ensure that all projects meet the scope, priorities, requirements, and objectives of this FOA. Management may also prioritize projects to ensure that multiple project types are represented. After completion of the Managerial Review, Reclamation will notify applicants whose proposals have been selected for award consideration.

E.2.5. Pre-Award Clearances and Approvals

The following pre-award clearances and approvals must be obtained before an award of funding is made. If the results of all pre-award reviews and clearances are satisfactory, an award of funding will be made once the agreement is finalized (approximately one to three months from the date of initial selection). If the results of pre-award reviews and clearances are unsatisfactory, consideration of funding for the project may be withdrawn.

E.2.5.1. Environmental Review

Reclamation will forward all proposals to the appropriate Reclamation Regional or Area Office for completion of environmental compliance. To the extent possible, environmental compliance will be completed before a financial assistance agreement is signed by the parties. However, in most cases, the award will be made contingent on completion of environmental compliance. The financial assistance agreement will describe how compliance will be carried out. **Ground disturbing activities, including any construction or installation activities, may not occur until environmental compliance is complete and a notice to proceed is issued.**

Even in cases where environmental compliance work has been completed previously or is being completed by another Federal agency, Reclamation must still review and adopt such environmental compliance and issue a notice to proceed before ground disturbing activities may be initiated.

E.2.5.2. Budget Analysis and Business Evaluation

A Reclamation Grants Officer will also conduct a detailed budget analysis and complete a business evaluation and responsibility determination. During this evaluation, the Grants Officer will consider several factors that are important, but not quantified, such as:

- Allowability, allocability, and reasonableness of proposed costs
- Financial strength and stability of the applicant
- Past performance, including satisfactory compliance with all terms and conditions of previous awards, such as environmental compliance issues, reporting requirements, proper procurement of supplies and services, and audit compliance
- Adequacy of personnel practices, procurement procedures, and accounting policies and procedures, as established by applicable Office of Management and Budget circulars

E.3. Federal Award Performance Integrity Information System

Prior to making an award with a Federal total estimated amount greater than $150,000, Reclamation is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently Federal Award Performance Integrity Information System [FAPIIS]) (see 41 U.S.C. §2313). An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM. Reclamation will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR §200.205 Federal awarding agency review of risk posed by applicants.

E.4. Anticipated Announcement and Federal Award Date

Reclamation expects to contact potential award recipients and unsuccessful applicants in spring 2021, subject to the timing and amount of final FY 2021 appropriations. Financial assistance agreements will be awarded to applicants that successfully pass all pre-award reviews and clearances. Award recipients will be contacted individually to discuss the time frame for the completion of their agreement.

Section F. Federal Award Administration Information

F.1. Federal Award Notices

Successful applicants will receive by electronic mail, a notice of selection signed by a Reclamation Grants Officer. This notice is not an authorization to begin performance.

F.2. Administrative and National Policy Requirements

F.2.1. Environmental and Cultural Resources Compliance

All projects being considered for award funding will require compliance with the NEPA before any ground-disturbing activity may begin. Compliance with all applicable state, Federal and local environmental, cultural, and paleontological resource protection laws and regulations is also required. These may include, but are not limited to, the Clean Water Act (CWA), the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA), consultation with potentially affected tribes, and consultation with the State Historic Preservation Office.

Reclamation will be the lead Federal agency for National Environmental Policy Act (NEPA) compliance and will be responsible for evaluating technical information and ensuring that natural resources, cultural, and socioeconomic concerns are appropriately addressed. As the lead agency, Reclamation is solely responsible for determining the appropriate level of NEPA compliance. Further, Reclamation is responsible to ensure that findings under NEPA, and consultations, as appropriate, will support Reclamation's decision on whether to fund a project. Depending on the potential impacts of the project, Reclamation may be able to complete its compliance activities without additional cost to the recipient. Where environmental or cultural resources compliance requires significant participation by Reclamation, costs anticipated to be incurred by Reclamation will be added as a line item to the budget during development of the financial assistance agreement and cost shared accordingly. Any costs to the recipient associated with compliance will be identified during the process of developing a final project budget for inclusion in the financial assistance agreement.

Reclamation's estimated cost to complete environmental and cultural compliance activities will be withheld from the initial obligation of Federal funding. After compliance activities are completed, any remaining Federal funding will be obligated to the Agreement.

Note, if mitigation is required to lessen environmental impacts, the applicant may, at Reclamation's discretion, be required to report on progress and completion of these commitments. Reclamation will coordinate with the applicant to establish reporting requirements and intervals accordingly.

Under no circumstances may an applicant begin any ground-disturbing activities (e.g., grading, clearing, and other preliminary activities) on a project before environmental and cultural resources compliance is complete and a Reclamation Grants Officer provides written notification that all such clearances have been obtained. This pertains to all components of the proposed project, including those that are part of the applicant's non-Federal cost-share. An applicant that proceeds before environmental and cultural resources compliance is complete may risk forfeiting Reclamation funding under this FOA. Costs incurred for ground-disturbing activities performed prior to award are not eligible for reimbursement or cost share unless the recipient can provide documentation that Federal environmental and cultural resource clearances were obtained for the project prior to the commencement of the activities.

F.2.2. Approvals and Permits

Recipients shall adhere to Federal, state, territorial, tribal, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. Recipients shall also coordinate and obtain approvals from site owners and operators.

F.2.3. Intangible Property (2 CFR §200.315)

a. Title to intangible property acquired under a Federal award vests upon acquisition in the non-Federal entity (see §200.59 Intangible Property [of this CFR]). The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313(e) Equipment [of this CFR].

b. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

c. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

d. The Federal government has the right to:

(1) obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

e. Freedom of Information Act

(1) In response to a FOIA request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 USC 552(a)(4)(A)).

(2) Published research findings means when:

i. Research findings are published in a peer-reviewed scientific or technical journal; or

ii. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also does not include:

i. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

ii. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

F.2.4. Requirements for Agricultural Operations under P.L. 111-11, Section 9504(a)(3)(B)

In accordance with Section 9504(a)(3)(B) of P.L. 111-11, grants and cooperative agreements under this authority will not be awarded for an improvement to conserve irrigation water unless the applicant agrees to both of the following conditions:

- Not to use any associated water savings to increase the total irrigated acreage of the applicant
- Not to otherwise increase the consumptive use of water in the operation of the applicant, as determined pursuant to the law of the State in which the operation of the applicant is located

F.2.5. Title to Improvements P.L. 111-11, Section 9504(a)(3)(D)

If the activities funded through an agreement awarded under this FOA result in a modification to a portion of a federally owned facility that is integral to the existing operations of that facility, the Federal government shall continue to hold title to the facility and the improvements thereto. Title to improvements, P.L. 111-11, Section 9504(a)(3)(D) that are not integral to existing water delivery operations shall reside with the project sponsor.

F.3. Reporting—Requirements and Distribution

If the applicant is awarded an agreement as a result of this FOA, the applicant will be required to submit the following reports during the term of the agreement.

F.3.1. Financial Reports

Recipients will be required to submit a fully completed form SF-425 Federal Financial Report on at least a semi-annual basis and with the final performance report. The SF-425 must be signed by a person legally authorized to obligate the recipient.

F.3.2. Interim Performance Reports

The specific terms and conditions pertaining to the reporting requirements will be included in the financial assistance agreement.

Interim performance reports submitted on at least a semi-annual basis, that include the following information:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the project

F.3.3. Final Performance Reports

Recipients will be required to submit a final performance report encompassing the entire period of performance. The final performance report must include, but is not limited to, the following information:

- Whether the project objectives and goals were met
- Discussion of the benefits achieved by the project, including information and/or calculations supporting the benefits
- How the project demonstrates collaboration, if applicable
- A comparison of estimated costs vs. actual costs
- Photographs documenting the project are also appreciated

Note: Reclamation may print photos with appropriate credit to the applicant. Also, final reports are public documents and may be made available on Reclamation's website or as requested.

F.4. Conflicts of Interest

F.4.1. Applicability

This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

F.4.2. Requirements

Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

F.4.3. Notification

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the Department’s awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

F.4.4. Restrictions on Lobbying

Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

F.4.5. Review Procedures

The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

F.4.6. Enforcement

Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

F.5. Data Availability

F.5.1. Applicability

The Department is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

F.5.2. Use of Data

The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

F.5.3. Availability of Data

The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

1. the scientific data relied upon;
2. the analysis relied upon; and
3. the methodology, including models, used to gather and analyze data.

F.6. Releasing Applications

Following awards of funding, Reclamation may post all successful applications on the Reclamation website after conducting any redactions determined necessary by Reclamation, in consultation with the recipient.

Section G. Agency Contacts

There will be no pre-application conference. Organizations or individuals interested in submitting applications in response to this FOA may direct questions to the Reclamation personnel identified below.

G.1. Reclamation Financial Assistance Contact

Questions regarding application and submission information and award administration may be submitted to the attention of Mr. Ned Weakland or Mr. Matthew Reichert, Grants Management Specialists, as follows:

By mail: Bureau of Reclamation
Financial Assistance Operations
Attn: Mr. Ned Weakland
P.O. Box 25007 MS: 84-27815
Denver, CO 80225

By email: eweakland@usbr.gov

By phone: 303-445-3757

OR

By mail: Bureau of Reclamation
Financial Assistance Operations
Attn: Mr. Matthew Reichert
P.O. Box 25007 MS: 84-27814
Denver, CO 80225

By email: mreichert@usbr.gov

By phone: 303-445-3865

G.2. Reclamation Program Coordinator Contact

Questions regarding applicant and project eligibility and application review may be submitted to the attention of Mr. Josh German, WaterSMART Grants Program Coordinator, as follows:

By mail: Bureau of Reclamation
Water Resources and Planning Office
Attn: Mr. Josh German
P.O. Box 25007, 86-69200
Denver, CO 80225

By email: jgerman@usbr.gov

By phone: 303-445-2839

Section H. Other Information

The following is a brief overview of NEPA, NHPA, and ESA. While these statutes are not the only environmental laws that may apply, they are the Federal laws that most frequently do apply. Compliance with all applicable environmental laws will be initiated by Reclamation concurrently, immediately following the initial recommendation to award a financial assistance agreement under this FOA. The descriptions below are intended to provide you with information about the environmental compliance issues that may apply to your projects.

H.1. Environmental and Cultural Resource Considerations

To allow Reclamation to assess the probable environmental and cultural resources impacts and costs associated with each application, all applicants should consider the following list of questions focusing on the NEPA, ESA, and NHPA requirements. Please answer the following questions to the best of your knowledge. If any question is not applicable to the project, please explain why. The application should include the answers to:

- Will the proposed project impact the surrounding environment (e.g., soil [dust], air, water [quality and quantity], animal habitat)? Please briefly describe all earth-disturbing work and any work that will affect the air, water, or animal habitat in the project area. Please also explain the impacts of such work on the surrounding environment and any steps that could be taken to minimize the impacts.

- Are you aware of any species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat in the project area? If so, would they be affected by any activities associated with the proposed project?

- Are there wetlands or other surface waters inside the project boundaries that potentially fall under CWA jurisdiction as “Waters of the United States?” If so, please describe and estimate any impacts the proposed project may have.

- When was the water delivery system constructed?

- Will the proposed project result in any modification of or effects to, individual features of an irrigation system (e.g., headgates, canals, or flumes)? If so, state when those features were constructed and describe the nature and timing of any extensive alterations or modifications to those features completed previously.

- Are any buildings, structures, or features in the irrigation district listed or eligible for listing on the National Register of Historic Places? A cultural resources specialist at your local Reclamation office or the State Historic Preservation Office can assist in answering this question.

- Are there any known archeological sites in the proposed project area?

- Will the proposed project have a disproportionately high and adverse effect on low income or minority populations?

- Will the proposed project limit access to and ceremonial use of Indian sacred sites or result in other impacts on tribal lands?

- Will the proposed project contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area?

H.2. Background on Federal Environmental and Cultural Resource Laws

H.2.1. National Environmental Policy Act

NEPA requires Federal agencies such as Reclamation to evaluate, during the decision-making process, the potential environmental effects of a proposed action and any reasonable mitigation measures. Before Reclamation can make a decision to fund an award under this FOA, Reclamation must comply with NEPA. Compliance with NEPA can be accomplished in several ways, depending upon the degree and significance of environmental impacts associated with the proposal:

Some projects may fit within a recognized **Categorical Exclusion (CE)** to NEPA (i.e., one of the established categories of activities that generally do not have significant impacts on the environment). If a project fits within a CE, no further NEPA compliance measures are necessary. Use of a CE can involve simple identification of an applicable **Department CE** or documentation of a **Reclamation CE** using a **Categorical Exclusion Checklist (CEC)**. If a CE is being considered, Reclamation will determine the applicability of the CE and whether extraordinary circumstances (i.e., reasons that the CE cannot be applied) exist. That process can take anywhere from 1 day to about 30 days, depending upon the specific situation.

If the project does not fit within a CE, compliance with NEPA might require preparation of an **Environmental Assessment/Finding of No Significant Impact (EA/FONSI)**. Generally, where no CE applies but there are not believed to be any significant impacts associated with the proposed action, an EA will be required. The EA is used to determine whether any potentially significant effects exist

(which would trigger the further step of an **Environmental Impact Statement (EIS)**, below). If no potentially significant effects are identified, the EA process ends with the preparation of a FONSI. The EA/FONSI process is more detailed than the CE/CEC process and can take weeks or even months to complete. Consultation with other agencies and public notification are part of the EA process.

The most detailed form of NEPA compliance, where a proposed project has potentially significant environmental effects, is completion of an **EIS** and **Record of Decision.** An EIS requires months or years to complete, and the process includes considerable public involvement, including mandatory public reviews of draft documents. It is not anticipated that projects proposed under this program will require completion of an EIS.

During the NEPA process, potential impacts of a project are evaluated in context and in terms of intensity (e.g., will the proposed action affect the only native prairie in the county? Will the proposed action reduce water supplied to a wetland by 1 percent? Or 95 percent?). The best source of information concerning the potentially significant issues in a project area is the local Reclamation staff that has experience in evaluating effects in context and by intensity.

Reclamation has the sole discretion to determine what level of environmental NEPA compliance is required. If another Federal agency is involved, Reclamation will coordinate to determine the appropriate level of compliance. You are encouraged to contact your regional or area Reclamation office. See www.usbr.gov/main/offices.html with questions regarding NEPA compliance issues. You may also contact the Program Coordinator for further information (*see Section G. Agency Contacts*).

H.2.2. National Historic Preservation Act

To comply with Section 106 of the NHPA, Reclamation must consider whether a proposed project has the **potential to cause effects to historic properties**, before it can complete an award under this FOA. Historic properties are cultural resources (historic or prehistoric districts, sites, buildings, structures, or objects) that qualify for inclusion in the National Register of Historic Places. In some cases, water delivery infrastructure that is over 50 years old can be considered a historic property that is subject to review.

If a proposal is selected for initial award, the recipient will work with Reclamation to complete the Section 106 process. Compliance can be accomplished in several ways, depending on how complex the issues are, including:

- If Reclamation determines that the proposed project does not have the potential to cause effects to historic properties, then Reclamation will document its findings and the Section 106 process will be concluded. This can take anywhere from a couple of days to one month.

- If Reclamation determines that the proposed project could have effects on historic properties, a multi-step process, involving consultation with the State Historic Preservation Officer and other entities, will follow. Depending on the nature of the project and impacts to cultural resources, consultation can be complex and time consuming. The process includes:
    - A determination as to whether additional information is necessary
    - Evaluation of the significance of identified cultural resources
    - Assessment of the effect of the project on historic properties
    - A determination as to whether the project would have an adverse effect and evaluation of alternatives or modifications to avoid, minimize, or mitigate the effects
    - A Memorandum of Agreement is then used to record and implement any necessary measures. At a minimum, completion of the multi-step Section 106 process takes about two months.
- Among the types of historic properties that might be affected by projects proposed under this FOA are **historic irrigation systems** and **archaeological sites.** An irrigation system or a component of an irrigation system (e.g., a canal or headgate) is more likely to qualify as historic if it is more than 50 years old, if it is the oldest (or an early) system/component in the surrounding area, and if the system/component has not been significantly altered or modernized. In general, proposed projects that involve ground disturbance, or the alteration of existing older structures, are more likely to have the potential to affect cultural resources. However, the level of cultural resources compliance required, and the associated cost, depends on a case-by-case review of the circumstances presented by each proposal.

You should contact your State Historic Preservation Office and your local Reclamation office's cultural resources specialist to determine what, if any, cultural resources surveys have been conducted in the project area. See www.usbr.gov/cultural/crmstaff.html for a list of Reclamation cultural resource specialists. If an applicant has previously received Federal financial assistance it is possible that a cultural resources survey has already been completed.

H.2.3. Endangered Species Act

Pursuant to Section 7 of the ESA, each Federal agency is required to consult with the U.S. Fish and Wildlife Service (USFWS) or the National Oceanic and Atmospheric Administration (NOAA) Fisheries Service to ensure any action it authorizes, funds, or carries out is not likely to **jeopardize the continued existence of any endangered or threatened species or destroy or adversely modify any designated critical habitat.**

Before Reclamation can approve funding for the implementation of a proposed project, it is required to comply with Section 7 of the ESA. The steps necessary for ESA compliance vary, depending on the presence of endangered or threatened species and the effects of the proposed project. A rough overview of the possible course of ESA compliance is:

- If Reclamation can determine that there are no endangered or threatened species or designated critical habitat in the project area, then the ESA review is complete and no further compliance measures are required. This process can take anywhere from one day to one month.

- If Reclamation determines that endangered or threatened species may be affected by the project, then a **Biological Assessment** must be prepared by Reclamation. The Biological Assessment is used to help determine whether a proposed action may affect a listed species or its designated critical habitat. The Biological Assessment may result in a determination that a proposed action **is not likely to adversely affect** any endangered or threatened species. If the USFWS/NOAA Fisheries Service concurs in writing, then no further consultation is required and the ESA compliance is complete. Depending on the scope and complexity of the proposed action, preparation of a Biological Assessment can range from days to weeks or even months. The USFWS/NOAA Fisheries Service generally respond to requests for concurrence within 30 days.

- If it is determined that the project **is likely to adversely affect listed species**, further consultation (**formal consultation**) with USFWS or NOAA Fisheries Service is required to comply with the ESA. The process includes the creation of a **Biological Opinion** by the USFWS/NOAA Fisheries Service, including a determination of whether the project would **jeopardize** listed species and, if so, whether any **reasonable and prudent** alternatives to the proposed project are necessary to avoid jeopardy. Nondiscretionary **reasonable and prudent measures** and **terms and conditions** to minimize the impact of incidental take may also be included. Under the timeframes established in the ESA regulations, the Biological Opinion is issued within 135 days from the date that formal consultation was initiated, unless an extension of time is agreed upon.

The time, cost, and extent of the work necessary to comply with the ESA depends upon whether endangered or threatened species are present in the project area and, if so, whether the project might have effects on those species significant enough to require formal consultation.

ESA compliance is often conducted parallel to the NEPA compliance process and, as in the case of a CEC, documented simultaneously. The best source of information concerning the compliance with the ESA in a particular project area is the local Reclamation environmental staff that can be helpful in determining the

presence of listed species and possible effects that would require consultation with the USFWS or NOAA Fisheries Service. Contact your regional or area Reclamation office, www.usbr.gov/main/offices.html with questions regarding ESA compliance issues.

Appendix A

Appendix A: Benefit Quantification and Performance Measures

The following information is included to provide applicants additional guidance on pre- and post-project benefit quantification.

All WaterSMART Grants applicants are required to propose a method (or "performance measure") of quantifying the actual benefits of their project once it is completed. Actual benefits are defined as water actually conserved or better managed, as a direct result of the project. A provision will be included in all assistance agreements with WaterSMART Grants recipients describing the performance measure and requiring the recipient to quantify the actual project benefits in their final report to Reclamation upon completion of the project.

Quantifying project benefits is an important means to determine the relative effectiveness of various water management efforts, as well as the overall effectiveness of WaterSMART Grants.

The following information is intended to provide applicants with examples of some acceptable methods that may be used to estimate benefits pre-project and to verify benefits upon completion of the project. **However, the following is not intended to be an exhaustive list of acceptable performance measures. Applicants are encouraged to propose alternatives to the measures listed below if another measure is more effective for the particular project.**

Reclamation understands that, in some cases, baseline information may not be available, and that methods other than those suggested below may need to be employed. If an alternative performance measure is suggested, the applicant must provide information supporting the effectiveness of the proposed measure as it applies to the proposed project.

Performance Measure A: Projects with Quantifiable Water Savings

The methods included below are examples that may be helpful in estimating the water conservation that will be realized upon completion of the proposed project and to verify this amount post-project.

Performance Measure A.1: Canal Lining/Piping

Canal lining or piping projects are implemented to decrease or eliminate canal water seepage and evapotranspiration. **The following information may be helpful in estimating the water conservation that will be realized upon completion of the proposed project and to verify this amount post-project.**

Pre-project estimation of benefits:

To calculate potential water savings, physical measurements of losses from seepage, evaporation, and/or transpiration are necessary. If evaporation will not be mitigated by the project (e.g., canal lining), evaporative losses should be estimated and deducted from the estimated water conservation. Two testing procedures which can be used are listed below:

- **Ponding tests:** Conduct ponding tests along canal reaches proposed for lining or piping. At least two tests, one early and one late season, are suggested since seepage rates vary significantly during the irrigation season. Multiple years of data are also suggested. Ponding test results should be provided in terms of both acre-feet per year (AFY) of seepage and cubic feet of seepage per square feet of canal surface per day (cfs/sf/day).

- **Inflow/outflow testing:** Measure the flow rate of water flowing in and out of the canal reach. At least two tests, one early and one late season, are suggested since seepage rates vary significantly during the irrigation season. Multiple years of data are also suggested. Inflow/outflow test results should be provided in terms of both AFY of seepage and cubic feet per second of seepage per cubic feet per second of canal flow per mile of canal (cfs/sf/mile).

If ponding or inflow/outflow tests cannot be performed, estimated historical seepage and evaporation rates for the canal reach may be based on a combination of soils/geology conditions, flow rates, diversion rates, irrigation methods and crops, weather information, and historical knowledge. Soils/geologic conditions can not represent the sole source for estimating seepage losses, but can be included as support for an estimate. Evaporation data are available at www.nws.noaa.gov/oh/hdsc/PMP_related_studies/TR34.pdf. A discussion should be included on why ponding or inflow/outflow tests cannot be performed that also includes a thorough description of the logic used in the estimation calculations performed.

Post-project methods for quantifying the benefits of canal lining or piping projects:

- Using tests listed above, compare pre-project and post-project test results to calculate water savings. For canal lining projects, evaporation should be calculated based on weather data and then subtracted from the total loss measured by testing. For piping projects, it is typically assumed all seepage and evaporation are eliminated with most types of pipe materials.

- If ponding or inflow/outflow tests cannot be performed, benefits can be calculated by comparing the estimated historical seepage and evaporation rates for the canal reach to the post-project seepage and evaporation (documentation of proposed method of measuring or estimating post-project seepage and evaporation should be provided).

- Results can be verified using a ratio of historical diversion and delivery rates if adequate data exists. The adequacy of the data should be discussed with regard to methods used to measure diversion and delivery quantities. This type of verification should also include a comparison of historical canal efficiencies and post-project canal efficiencies. For example, if an irrigation district needs to divert 6 acre-feet of water to deliver 2 acre-feet of water to a field through the canal pre-project, this would be a 33% efficiency:

$$\frac{2\ acrefeet}{6\ acrefeet} \times 100\% = 33\%\ \text{efficiency}$$

  If post-project, the irrigation district only needs to divert 4 acre-feet of water through the canal to deliver the 2 acre-feet, efficiency would improve by 17% to 50%:

$$\frac{2\ acrefeet}{4\ acrefeet} \times 100\% = 50\%\ \text{efficiency}$$

- Record reduction in water purchases by shareholders and compare to historical water purchases. Using this method would require consideration and explanation of other potential reasons for decreased water purchases (e.g., precipitation, temperature, etc.).

Useful references regarding canal seepage monitoring and verification may be found here:

- www.usbr.gov/tsc/techreferences/mands/wmm/index.htm

- www.usbr.gov/tsc/techreferences/hydraulics_lab/pubs/PAP/PAP-0015.pdf

- gfipps.tamu.edu/files/2019/12/B-6218_Measuring-Seepage-Losses.pdf

Performance Measure A.2: Measuring Devices

Good water management requires accurate and timely water measurement at appropriate locations throughout a conveyance system. This includes irrigation delivery systems and municipal distribution systems.

Measuring Devices: A.2.a. Municipal Metering

For projects that install or replace existing municipal end-user water service meters, the applicant should consider the following:

- Whether the project includes new meters where none existed previously or replaces existing meters

- Whether the project includes individual water user meters, main line meters, or both

- If the project replaces existing individual water user meters with new meters, whether new technologies (automatic meter reading or AMI meters) will be employed

- Include a description of both pre- and post-project rate structuring.

- **Note:** Distribution system meters will not receive points for quantifiable water savings under Evaluation Criterion A – Quantifiable Water Savings. Accordingly, these projects must be paired with a complementary project component that will result in water savings in order for the proposal to be receive credit for water savings, e.g., pipe installation using upgraded materials, or individual water service meters.

The following information about municipal end-user water service meters and replacement may be helpful in estimating the water conservation that will be realized upon completion of the proposed project and to verify this amount post-project:

- Municipal water delivery meters are typically installed for each water user as well as at strategic locations within the distribution system to measure production, supply, and/or storage. Accurate measurement allows for demand assessments, customer billing, diagnostic testing, locating and quantifying leakage, and other management needs.

- Significant water savings can be achieved when meters are installed where none existed previously. In the case of individual water user metering, most customers use significantly less water when billed at a usage rate; and

especially so when a tiered rate is applied (i.e., higher rates for higher use). Replacing existing meters can also result in water savings when new technologies are employed.

- Quantifying savings associated with meter installation and/or replacement requires analysis of pre- and post-installation measurements from existing meters at strategic locations within the system. If installing meters will result in conserved water, please provide support for this determination (e.g., studies, previous projects, etc.). A logical scheme should be developed that compares pre- and post-installation flow quantities and that accounts for leakage and other considerations. The site-specific water savings verification plan should be as detailed as possible and clearly state all assumptions and the relative level of accuracy expected. In addition, please provide details underlying any assumptions being made in support of water savings estimates (e.g., residential users will reduce use once a more advanced billing structure is imposed).

Measuring Devices: A.2.b. Irrigation Metering

Measuring devices that may be installed can include, but is not limited to, the following:

- Flow meters (current or acoustic)
- Weirs
- Flumes
- Meter gates
- Submerged orifices

Potential benefits from improved irrigation delivery system measurement include:

- Quantification of system losses between measurement locations
- Quantification of waste way (spill) flows
- Accurate billing of customers for the actual amount of water delivered
- Facilitation of accurate and equitable distribution of water within a district
- Allow for implementation of future system improvements such as seepage reduction, remote flow monitoring, and canal operation automation projects

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for improved irrigation delivery system measurement.

Pre-project estimations of baseline data:

- Pre-project flows may be difficult to estimate without a measuring device in place. Ideally, temporary measurement devices or other methods to estimate flow rates may be used to estimate flow rates as accurately as possible.

- In lieu of temporary measurement devices, the applicant may be able to use data from measurement devices located elsewhere in the delivery system (if available). Otherwise, the applicant may have to rely on other historical data and/or estimates based on a combination of soils/geology, delivery data, flow data, and weather data.

Post-project methods for quantifying the benefits of projects to install measuring devices:

- Compare post-project water measurement (deliveries, diversions, and waste/spills) data to pre-project data or estimates—taking into account other factors which may have cause changes

- Survey users to determine utility of the devices for decision making

- Present how measurement devices were used to identify water losses which were previously unknown and how these will be addressed

- Document the benefits of any rate structure changes made possible by the installation of measuring devices (e.g., if districts that convert from non-metered to metered deliveries are able to convert from billing water users at a flat rate to billing for actual water use using a volumetric or tiered water pricing structure)

Performance Measure A.3: SCADA and Geographic Information Systems (GIS)

Proposals may involve installing or expanding a SCADA or combined SCADA/GIS system that monitors flows in an individual district or in a basin that includes several districts. SCADA systems provide water managers with real-time data on the flow rates and volumes of water at key points within an irrigation water delivery system. Access to such data allows water managers to make

accurate and timely deliveries of water, reducing over-deliveries and spillage at the end of the canal. SCADA/GIS systems can provide water users with real time delivery data to promote improved on-farm efficiencies.

For projects that install or expand a SCADA and/or GIS system, the applicant should consider the following:

- How SCADA or SCADA/GIS implementation will differ from pre-project operations in terms of how improved data availability will be incorporated into daily operational decisions

- How the SCADA or SCADA/GIS systems will be maintained once implemented. Discuss balance of in-house expertise anticipated vs. reliance on third party service provider(s)

- The projected opportunities for improved operational efficiencies that could be realized through implementation of a SCADA or SCADA/GIS system (e.g., improved delivery equity, improved response to unanticipated events, reduced administrative spillage, and enhanced productivity of human resources)

- The response process to SCADA or SCADA/GIS failures/outages

- Applicants are encouraged to review published reports on considerations when implementing a SCADA system (e.g., Freeman, B., and C. Burt (2009), *Practical experience with state-of-the-art technologies in scada systems,* San Luis Obispo, CA).

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for installing a SCADA or SCADA/GIS system.

Pre-project estimations of baseline data:

- Collect data on diversions and deliveries to water users

- Collect data on waste way flows

- Document employee pre-project time spent on ditch/canal monitoring and water control

Post-project methods for quantifying benefits of SCADA or SCADA/GIS system projects:

- Calculate amount of increased carryover storage in associated reservoirs. This is a long-term measure which will be more meaningful over a period of years.

- Track and record the diversions to water users and compare to pre-project diversions. This would show results of improved management if yearly fluctuations in weather are accounted for.

- Report delivery improvements (e.g., changes in supply, duration, or frequency that are available to end users because of SCADA/GIS).

- Calculate if there was a reduction in waste way flows and, if so, how much they were reduced.

- Document other benefits such as less mileage by operators on dusty roads (which saves time and influences air quality) and less damage to canal banks.

Performance Measure A.4: Automation

Proposals may include system automaton projects aimed at *preventing or reducing* spillage from canals, or drainage capture/reuse projects focused on *intercepting* spills and redirecting them to drains, canals, or reregulation reservoirs for reuse.

For projects that automate a system, the applicant should consider the following:

- The rationale of long-term automation plans (e.g., system-wide project vs. incremental implementation).

- Whether automation at given sites will result in heightened operational issues in other parts of the system (e.g., passing of supply/demand mismatches downstream).

- How automation technologies will be maintained (e.g., discuss balance of in-house expertise anticipated vs. reliance on third party service provider[s]).

- The anticipated net benefits of implementing an automation project.

- Applicants are encouraged to review published reports on considerations when implementing an automation system (e.g., Freeman, B., and C. Burt (2009), *Practical experience with state-of-the-art technologies in scada systems*, Irrigation Training and Research Center (ITRC), California Polytechnic State University (Cal Poly), San Luis Obispo, California).

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for automating delivery system components.

Pre-project estimations of baseline data:

- Establish baseline data by measuring existing spillage or document historical spillage with existing data. A measuring device should be positioned to measure spillage losses. To account for temporal variations, a minimum of a one-year history of continuous pre-project measurements is desirable for future comparison to post-project water usage. Spillage volumes can vary substantially between wet and dry years, operational changes, etc.; therefore, some multi-year estimates of spillage are preferred.

- Track pre-project water diversions using district diversion records, supplier diversion records, and/or district-recorded delivery records. Spillage estimates may be based on these data in some cases.

Post-project methods for quantifying benefits of spillage reduction projects:

- Measure spillage losses post-project and compare to pre-project data. Gather enough data to account for seasonal and temporal variations.

- Track post-project changes in the amount of water diverted and compare to pre-project diversion data.

- Compare estimated historical spills from district/project boundaries to post-project spills.

- Report specific annual volume changes to spills, diversions, or deliveries due to system automation.

Performance Measure No. A.5: Drain and Spill Water Reuse Projects

Drain and spill water reuse can be a district-level or regional conservation effort that consists of recovering irrigation water from drains and returning it to the water supply system for delivery to users.

Several types of projects can focus on drainage and reuse. Examples include:

- Pump stations with constant flow rates.

- Variable speed pump stations with or without SCADA controls.

- Storage reservoirs with pump stations at constant flow rates.

- Storage reservoirs with variable speed pump stations and SCADA controls.

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for drainage reuse projects:

Pre-project estimations of baseline data:

- A measuring device should be positioned to measure drain water losses.

- To account for temporal variations, a minimum of a one-year history of pre-project measurements is desirable for future comparison to post-project water usage.

- Drainage volumes can vary substantially between wet and dry years, as a function of operations, etc. Therefore, some multi-year measurements of drain water losses may be necessary.

Post-project methods for quantifying benefits of drainage reuse projects:

- Measure post-project drainage flows and compare to flow data collected pre-project.

- Gather enough data to account for temporal variations.

- Take readings from measuring devices positioned to measure drain water loss. A system analysis can be done with the following calculation:

$$Drainage\ with\ project = (100\% - \%\ Reuse) \times Drainage\ without\ project$$

- Measure and record post-project water deliveries to fields, drainage water volumes entering reservoirs, and drainage water volumes recycled to fields. Compare these data to historical data.

- Survey farmers and estimate any benefits to farmers, such as improved flexibility in water management, reduction in shortages of supply to users near the end of the canal, etc. If it is not possible to quantify these benefits in acre-feet, a narrative explanation may be acceptable.

Performance Measure A.6: Landscape Irrigation Measures

Municipal water providers can promote savings in outdoor water use by encouraging turf removal and installation of Smart irrigation controllers and high-efficiency irrigation nozzles (sprinkler heads). This is typically accomplished through rebate or direct installation programs.

Landscape Irrigation Measures: A.6.a. Turf Removal

For turf removal projects, the applicant should consider the total estimated quantity of turf to be removed, the estimated historical annual average quantity of water applied per unit area of turf, and the estimated amount of water to be applied to any replacement landscape vegetation.

Pre-project estimations of baseline data:

The historical average amount of water applied for turf irrigation should be estimated based on actual water consumption data or weather-based theoretical irrigation requirement estimates. Potential methods include the following:

- *Dedicated meter data.* Municipal water delivery entities often have users where dedicated irrigation meters exist (e.g., parks, homeowners' associations, and golf courses). If so, metered water use can be divided by the irrigated area to calculate the average annual irrigation rate per unit area of turf. The greater the number of years of data used, the better the averages should be with regard to varying weather conditions. Also, when using this information, consider that parks and golf courses typically irrigate more efficiently relative to residential irrigation, so the actual turf removal savings for all types of users would be expected to be higher.

- *Winter/summer use data.* In the absence of dedicated irrigation meter data and where irrigation ceases during winter months, summer versus winter water use data can be compared to estimate irrigation use. This can be analyzed for a sample of users and combined with an estimate of the total area irrigated. An average turf irrigation rate can be calculated.

- *Theoretical irrigation requirement.* In areas where winter irrigation occurs and dedicated irrigation meter data are not available, weather data can be used to estimate theoretical irrigation demand. These calculations consider reference evapotranspiration (ET) values from local weather stations, a crop coefficient for the type of grass, and an assumed average irrigation efficiency rate.

- *Assumed domestic use rate.* An alternative method for calculating theoretical irrigation demand subtracts the assumed domestic (indoor) water use rates from total use. Domestic water use can be estimated based on household size and an assumed per person indoor usage rate. The age

of the community and existence of high-efficiency appliances and fixtures should be considered in the per-person domestic use rate. A thorough explanation relating the source of the estimated domestic use percentage to the users in the turf-removal area should be supplied.

Post-project methods for quantifying benefits of turf removal projects:

- Site audits can be performed to measure the amount of turf removed at each location and report on the water use for any vegetation which was placed in the area were turf was removed. The water conservation per site can be calculated using the pre-project turf irrigation rate and the measured area of turf removed minus estimated water use of any replacement landscape vegetation.

- Before and after water use data for each site should be evaluated using at least one year of post-project data. Weather conditions for the pre- and post-project data evaluation periods should be considered and adjustments should be made if conditions were significantly different during the pre- and post-periods.

- The project total savings should be calculated by summing the individual site savings.

Landscape Irrigation Measures: No. A.6.b. Smart Irrigation Controllers

A Smart irrigation controller automatically adjusts the amount of irrigation water applied to landscaped areas based on weather or soil moisture conditions. Weather based controllers receive weather information from either onsite sensors or from remote weather stations via radio, pager, or Internet signals. Soil moisture-based controllers receive soil moisture information from one or more onsite sensors. Smart controllers have the potential to reduce landscape irrigation water use in situations where the landscape was initially being over-irrigated. In some cases, installation of Smart controllers has resulted in an increase in water use in situations where the landscape was initially being under-irrigated. For this reason, it is important to identify landscapes which are being over-irrigated prior to installation of a Smart controller.

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for installing Smart controllers:

Pre-project estimations of baseline data:

The historical average annual amount of water applied for landscape irrigation for each project site should be estimated based on actual water use data. Note that weather-based theoretical irrigation requirement estimates are

not suitable for baseline estimations as this is typically the method implemented by the Smart controller for estimating irrigation times. Ideally, post-project the landscape will be being irrigated at this rate. Suggested methods include the following:

- Site audits should be conducted at each location within the project to measure landscape area and estimate the irrigation system's efficiency. Site audit-based recommendations for system efficiency improvement are strongly recommended.

- The historical average annual landscape irrigation rate per unit area should be estimated using the dedicated meter data, winter/summer use data, or assumed domestic use rate methods discussed under the turf removal section.

- The total annual average water irrigation amount for each site should be calculated as the product of the landscape area and annual average application rate. These can be summed to estimate the water conservation for the project.

Post-project suggested methods for quantifying benefits of ET controllers:

Total project water savings can be estimated as the difference in annual pre- and post-project total metered water use or the difference in estimated annual outdoor water use. For the latter, irrigation use should be calculated at each site based on pre- and post-project meter data using the methods described under turf removal. Regardless of whether total metered usage or estimated outdoor use is used, weather conditions during the data periods should be considered (as also discussed under turf removal).

- Compare annual meter reading totals or estimated outdoor use prior to Smart controller installation and post installation for each site and sum all for project total.

- If results are required earlier, the calculations can also be performed monthly.

Landscape Irrigation Measures: A.7.c. High-Efficiency Nozzles

High-efficiency landscape irrigation nozzles (sprinkler heads) apply water more uniformly and at a lower rate relative to conventional type nozzles. Improved application uniformity reduces the need to over-irrigate some areas in order to eliminate brown spots in turf. The lower application rate reduces runoff and while the stronger stream of water is less effected by wind. Note that the lower application rate can require that irrigation times be increased in order to adequately irrigate the landscape.

Pre-project estimations of baseline data

Total irrigation water use for the project should be estimated using the same methods described above for turf removal and Smart controllers.

Post-project suggested methods for quantifying benefits of ET controllers:

Site audits should be conducted to verify correct installation, and water savings can be verified using the same methods as described above for Smart controllers (i.e., pre-project minus post-project total use or irrigation use from meter data). Site audits should include evaluation of irrigation system operations to verify adjustments have been made to compensate for the new nozzles.

Performance Measure B: Projects with Hydropower Benefits

The performance measures included below are examples that may be helpful in estimating a pre-project energy baseline and post-project energy benefits for energy projects that are expected to increase the use of hydropower in the management and delivery of water.

For hydropower projects, applicants should address the following as part of the performance measures they submit with their applications.

- Explain the methodology for calculating project hydropower capacity and generation benefits.
- Include an estimate of incremental hydropower capacity (measured in kW) and generation (measured in kWh) resulting from the project.
- Describe what loads will be served by project hydropower generation.

LEHI CITY

RESOLUTION NO. 2020-__

A RESOLUTION OF THE LEHI CITY COUNCIL REAGARDING AN APPLICATION TO THE BUREAU OF RECLAMTION FOR A WATERSMART GRANT FOR FISCAL YEAR 2021

WHEREAS**,** the Department of the Interior conserves and manages the Nation's natural resources and cultural heritage for the benefit of and enjoyment of the American people;

WHEREAS, the mission of the Bureau of Reclamation ("Reclamation") is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American Public;

WHEREAS, through WaterSMART (Sustain and Manage American's Resources for Tomorrow), Reclamation leverages Federal and non-Federal funding to support stakeholder efforts to stretch scarce water supplies and avoid conflicts over water;

WHEREAS, through Water and Energy Efficiency Grants, Reclamation provides assistance to states, tribes, irrigation districts, water districts, and other entities with water or power delivery authority to undertake projects that result in quantifiable and sustained water savings and support broader water reliability benefits;

WHEREAS, Lehi City desires to submit a grant application in response to Reclamation's Funding Opportunity Announcement No. BOR-DO-21-F001 ("FOA");

WHEREAS, if awarded funding from the FOA, Lehi City intends to use the funds to retrofit residential PI water meters with smart meters;

WHEREAS, on September 22, 2020, 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 submit an application in response to the Bureau of Reclamation's Funding Opportunity Announcement No. BOR-DO-21-F001; 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 Lehi City Council has reviewed and supports the application submitted to Reclamation.
2. Lehi City has the capability to provide the amount of funding and/or in-kind contributions specified in the funding plan.

3. Lehi City will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

4. The Mayor is authorized to execute an agreement with Reclamation and take all other such action as is necessary to make it effective.

5. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 22rd day of September, 2020.

LEHI CITY	ATTEST
_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

WaterSMART Grants:
Water and Energy Efficiency Grants for Fiscal Year 2021

Funding Opportunity Number: BOR-DO-21-F001

City of Lehi
Traverse Mountain Pressurized Irrigation Meter Installation Project

City of Lehi, Utah
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Executive Summary

The executive summary should include:

- The date, applicant name, city, county, and state
- A one paragraph project summary that provides the location of the project, a brief description of the work that will be carried out, any partners involved, expected benefits and how those benefits relate to the water management issues you plan to address. State the length of time and estimated completion date for the proposed project
- Whether or not the proposed project is located on a Federal facility

Date: September 16, 2020

Applicant: City of Lehi, Utah County, Utah

Project Title: Traverse Mountain Pressurized Irrigation Meter Installation Project

Project Summary: The Traverse Mountain Pressurized Irrigation Meter Installation Project will provide improvements to Lehi City's Pressurized Irrigation system in the Traverse Mountain area of the City by installing 1777 AMI Smart Meters. The installation of meters will occur in three phases over three years. Using data from nearby water districts, the City anticipates a reduction in pressurized water usage of approximately 444.25 acre-feet/year.

Approximate Length: 3 Years

Completion Date: Spring 2024

Federal Facility: This project is not located on a Federal facility

Project location

Provide detailed information on the proposed project location or project area including a map showing the specific geographic location. For example, {project name} is located in {state and county} approximately {distance} miles {direction, e.g., northeast} of {nearest town}. The project latitude is {##°##'N} and longitude is {###°##'W}.

This project will take place in Lehi City, Utah County, Utah. Lehi City it located approximately 30 miles South of Salt Lake City, Utah. The Project latitude is 40°23'23.2" N, and longitude is 111°50'51.3" W. Installation of pressurized irrigation meters will be happening in the Traverse Mountain area which is bounded by Interstate 15 on the West, Center Street on the East, and State Road 92 on the South.



Technical project description

Provide a more comprehensive description of the technical aspects of your project, including the work to be accomplished and the approach to complete the work. This description should provide detailed information about the project including materials and equipment and the work to be conducted to complete the project. This section provides an opportunity for the applicant to provide a clear description of the technical nature of the project and to address any aspect of the project that reviewers may need additional information to understand.

In the Traverse Mountain region of Lehi City, the City plans to install smart AMI water meters on the pressurized irrigation lines of all existing homes. This region is defined as the area within the Lehi City boundaries West of Center Street, East of Interstate 15, and North of State Road 92. There are currently 1,650 homes that need pressurized irrigation meters installed in this area. The City would hire a contractor to excavate up the existing 1" stop and waste at each home in the Traverse Mountain area. The same contractor them would install all new parts including:

1. A new meter can
2. A new meter setter
3. A new water meter
4. A new stop and waste
5. A new stop and waste box

The same contractor will be responsible for connecting back to the homeowner's sprinklers. Additionally, the contractor would replace any landscaping that has been disturbed from the installation of the new meters. By enabling the City to meter the pressurized irrigation, in conjunction with water conservation education for the public, the City anticipates a significant decrease in the amount of pressurized irrigation water usage throughout the area. This project is anticipated to take 3 years to complete and will be done in 3 1-year phases. The phases can be seen on the next page on Figure 1.

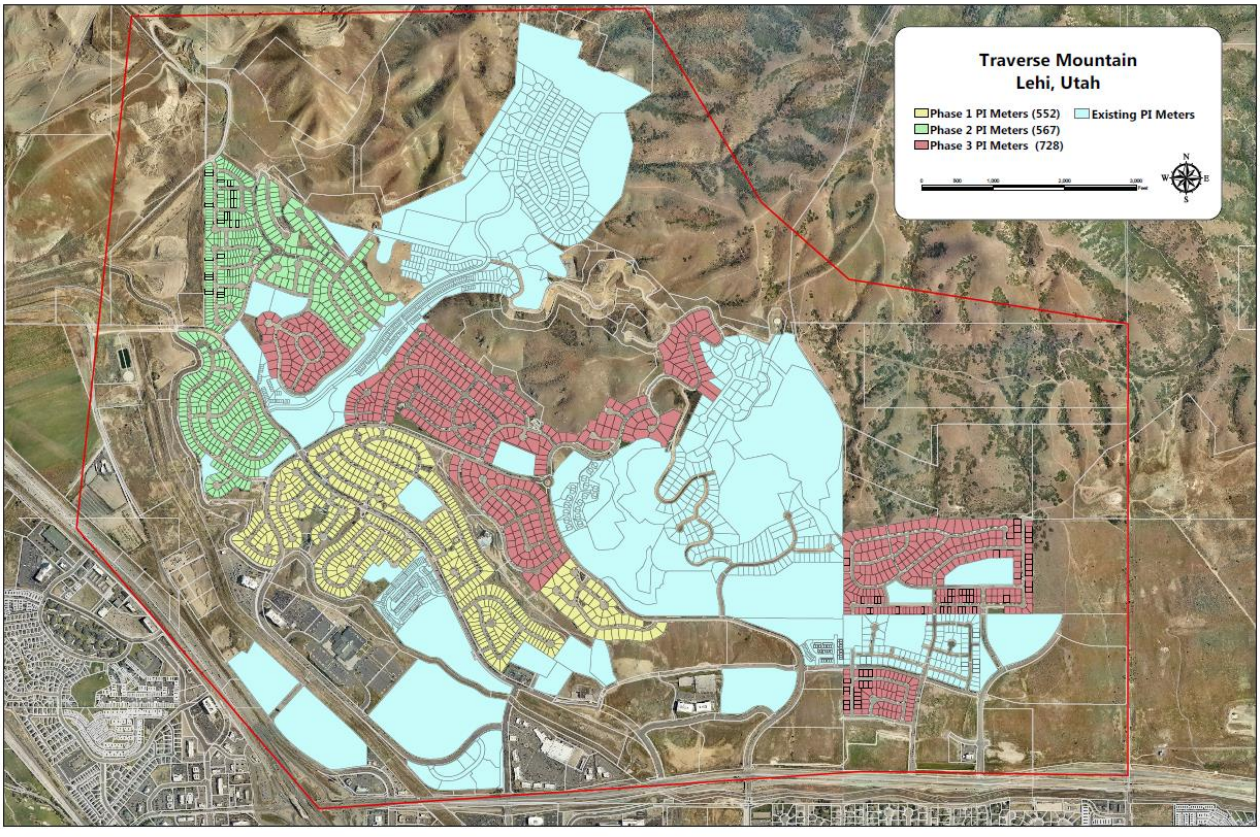


Figure 1: Traverse Mountain Pressurized Irrigation Meter Installation Phases

Evaluation criteria

A. Quantifiable Water Savings – 30 Points

Describe the amount of estimated water savings. For projects that conserve water, please state the estimated amount of water expected to be conserved (in acre-feet per year) as a direct result of this project. Please include a specific quantifiable water savings estimate; do not include a range of potential water savings.

For this project, the amount of estimated water savings is 444.25 acre-feet/year. For the connections alone that are proposed to be metered, approximately 1,507 acre-feet of water is delivered annually. The secondary irrigation water services for the entire service area, which includes the area West of Center Street, North of State Road 92, and East of Interstate 15, include 1,777 un-metered pressurized irrigation lines. Beginning in March of 2017, all newly constructed homes within Lehi are required to install a meter on the pressurized irrigation line. This project will put meters on the homes that were constructed prior to this requirement within the Traverse Mountain area of the City.

Describe current losses: Please explain where the water that will be conserved is currently going (e.g., back to the stream, spilled at the end of the ditch, seeping into the ground)?

Water is being overused on lawns, gardens, concrete sidewalks, and other places throughout residential lots. The water is mostly lost to evapotranspiration and evaporation. Excess watering can cause water to runoff the property and often is consumed by invasive plants like phragmites. In some cases, the secondary system has been used to irrigate row crops and pastures.



Describe the support/documentation of estimated water savings: Please provide sufficient detail supporting how the estimate was determined, including all supporting calculations.

The estimated water savings was determined based on metered secondary water use data from the Weber Basin Water Conservancy District, specifically within the Farmington service area (an area similar in soil types and lot sizes to the Lehi area). Secondary water use, on average, for the WBWCD, is 1.30 acre-feet/connection. After installation of meters on the pressurized irrigation, WBWCD saw a drop down to an average of

0.91 acre-feet/connection. This is a 30% decrease in pressurized water usage after the installation of the new meter. The Traverse Mountain area of Lehi City used 1507 acre-feet of pressurized irrigation water in 2019. This breaks down to an average of .85/acre-feet/home. After installation of smart meters on the pressurized irrigation, Lehi expects to see a decrease similar to WBWCD. A 30% decrease would result is a water savings of 444.25 acre-feet/year for the area bringing the average down to .60/acre-feet/home.

Municipal Metering

A. How has the estimated average annual water savings that will result from the project been determined? Please provide all relevant calculations, assumptions, and supporting data.

The City is relying heavily on information from the Weber Basin Water Conservancy District (WBWCD). They recently completed a similar project and were able to provide data that we feel would show similar results here in Lehi. Data from the WBWCD has shown that secondary water usage decreases significantly as users have meters installed on their system. Based on the available data (2014-2018) from existing metered end user connections in the WBWCD service area, metered end user connections used on average 0.91 AF/connection/yr. During the same time period, un-metered secondary connections in the WBWCD service area are estimated to have used on average 1.30 AF/connection/yr. We have made our estimates based on the 30% decrease that WBWCD saw in their district. On average, metered secondary connections used 0.38 AF/Conn less than un-metered connections. The Traverse Mountain area in Lehi used 1507 acre-feet of pressurized irrigation water in 2019. This breaks down to an average of .85 acre-feet/household. Assuming Lehi users also decrease by 30%, this would be an average of .60 acre-fee/household.

Calculation 1: Documented Water Use Reduction for Metered Secondary Connections in WBWCD

1.30 acre-feet/connection/year - 0.91 = 0.38 acre-feet/connection/year

Calculation 2: Documented Water Use Reduction for Metered Secondary Connections in WBWCD Percentage

(0.38 acre-feet/connection/year / 1.30 acre-feet/connection/year) x 100 = 30%

Calculation 3: Anticipated Water Savings in Lehi Utilizing WBWCD Percentage Decrease

.85 acre-feet/connection/year - 0.60 acre-feet/connection/year = 0.25 acre-feet/connection/year Water Savings

Calculation 4: Anticipated Water Savings for Traverse Mountain Meters

1,777 new meters x 0.25 Acre-Feet/connection/year savings = 444.25 Acre-Feet/year

B. How have current distribution system losses and/or the potential for reductions in water use by individual users been determined?

Water reductions for individuals in the proposed project are being based on actual 2012- 2018 metered connection data that are from the Weber Basin Water Conservancy District. As was shown in the above calculations, there is an impact from having a meter on a water connection

and showing water users what they use. Without usage information from the meter, people assume they are using a reasonable amount of water. However, when the actual usage is known, coupled with help and information on proper landscape water needs and conservancy education, data shows that water use in metered areas has decreased. The calculation for how much each user can reduce usage is based on average use from what has been seen and recorded in the WBWCD. Lehi City is confident that there will be substantial water savings with each new meter based on the historical data of meters already installed within the City and within the WBWCD.



C. For installing end-user water service meters, e.g., for a residential or commercial building unit., refer to studies in the region or in the applicant's service area that are relevant to water use patterns and the potential for reducing such use. In the absence of such studies, please explain in detail how expected water use reductions have been estimated and the basis for the estimations.

The City has relied heavily on information provided to us by the Weber Basin Water Conservancy District. We feel that the District is similarly situated making it a good comparison to Lehi City. Our calculations were created by using their data on usage reduction along with Lehi's current actual usage.

D. Installation of distribution system meters will not receive points under this criterion. Accordingly, these projects must be paired with a complementary project component that will result in water savings in order for the proposal to receive credit for water savings, e.g., pipe installation using upgraded materials, or individual water service meters.

New individual water service meters are being installed on each pressurized irrigation line within the Traverse Mountain Area of Lehi City not distribution system meters.

E. What types (manufacturer and model) of devices will be installed and what quantity of each?

The type of meter being installed at each home is a Sensus 1 inch iPERL meter. The City anticipates installing 1,650 new meters.

F. How will actual water savings be verified upon completion of the project?

At the completion of the project, Lehi City will have water usage data from each new meter installed. Water savings will not be fully known after just one irrigation year. However, the usage will continue to be gathered every year and comparisons made to show how water use will adjust and decrease over time. It has been seen that simply having a meter installed has helped users quantify their usage and alter their behaviors toward more conservation. The City will be able to use historical meter data to compare usage from years prior to metering with years following meter installation. Comparing historical water use to use after full implementation of

the meter project will more accurately demonstrate what impact the installation of individual meters has on the entire system.

B. Water Supply Reliability – 18 Points

Up to 18 points may be awarded under this criterion. This criterion prioritizes projects that address water reliability concerns, including making water available for multiple beneficial uses and resolving water related conflicts in the region.

1. Will the project address a specific water reliability concern? Please address the following:

- Explain and provide detail of the specific issue(s) in the area that is impacting water reliability, such as shortages due to drought, increased demand, or reduced deliveries. Will the project directly address a heightened competition for finite water supplies and over-allocation (e.g., population growth)?
- Describe how the project will address the water reliability concern? In your response, please address where the conserved water will go and how it will be used, including whether the conserved water will be used to offset groundwater pumping, used to reduce diversions, used to address shortages that impact diversions or reduce deliveries, made available for transfer, left in the river system, or used to meet another intended use.
- Provide a description of the mechanism that will be used, if necessary, to put the conserved water to the intended use.
- Indicate the quantity of conserved water that will be used for the intended purpose.

Utah is the second driest State in the Nation. As such, we are prone to drought and water shortages. By installing meters on the pressurized irrigation lines, in conjunction with proper water conservation education for our users, we expect the overall usage to drop significantly. By using less excess water, that limited resource can then be used in other areas. The saved water from the project would be able to go toward the City's expanding population. Current population estimates put the City at 69,724, that is a 46% growth over the 2010 Census count of 47,769. Between the climate and intense growth, any water that can be utilized conserved will help the area as a whole.

2. Will the project make water available to achieve multiple benefits or to benefit multiple water users? Consider the following:

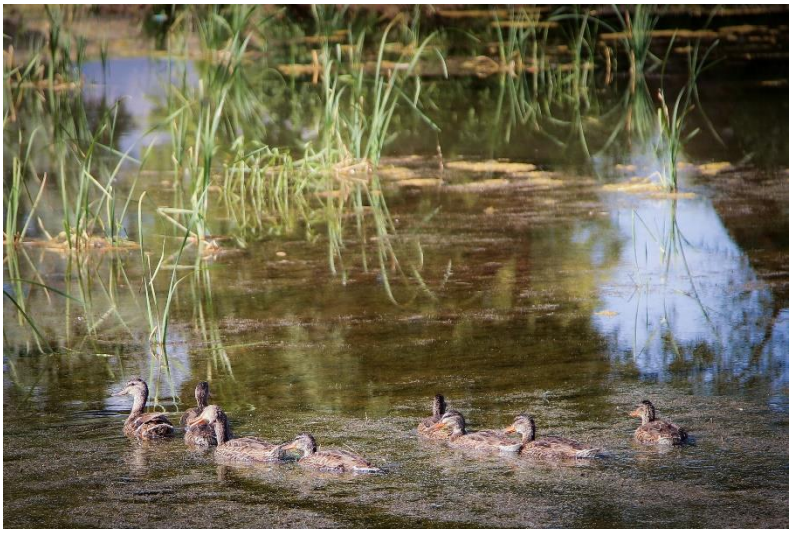
- Will the project benefit multiple sectors and/or users (e.g., agriculture, municipal and industrial, environmental, recreation, or others)?
- Will the project benefit species (e.g., federally threatened or endangered, a federally recognized candidate species, a state listed species, or a species of particular recreational, or economic importance)? Please describe the relationship of the species to the water supply, and whether the species is adversely affected by a Reclamation project.
- Will the project benefit a larger initiative to address water reliability?
- Will the project benefit Indian tribes?
- Will the project benefit rural or economically disadvantaged communities?
- Describe how the project will help to achieve these multiple benefits. In your response, please address where the conserved water will go and where it will be used, including whether the conserved water will be used to offset groundwater

pumping, used to reduce diversions, used to address shortages that impact diversions or reduce deliveries, made available for transfer, left in the river system, or used to meet another intended use.

By conserving water through the installation of pressurized irrigation meters, that water is available to users across multiple sectors that are part of the City including residential, commercial, and agricultural usages. All sectors will receive metered connections and be able to understand how their usage can contribute to greater water supply reliability. There is one endangered species that lives in source waters, the June Sucker (Chasmistes Liorus). The project goes hand in hand with the City's Water Conservation Plan as well as the Utah State Governor's goal of 25% water conservation by 2025. The project will not benefit an Indian Tribe.

3. Does the project promote and encourage collaboration among parties in a way that helps increase the reliability of the water supply?

- Is there widespread support for the project?
- What is the significance of the collaboration/support?
- Is the possibility of future water conservation improvements by other water users enhanced by completion of this project?
- Will the project help to prevent a water-related crisis or conflict? Is there frequently tension or litigation over water in the basin?
- Describe the roles of any partners in the process. Please attach any relevant supporting documents.



Water conservation is something that the City tries to address with its residents frequently through social media campaigns, videos, as well as through City Ordinance. By working with the residents to encourage conservation, the City is able to make significant strides toward water conservation. It will also increase water use awareness among residential water users in a way that could not be achieved in any other way. As residents receive monthly statements regarding their usage, they will be able to be more familiar with their usage habits and make adjustments as needed. The City believes that this project, along with other conservation goals and activities, will help prevent a water-related crisis or conflict because it will provide more water to be available for future needs and growth. This is crucial for our area as population is projected to double along the Wasatch Front by 2060. The future residents of the City can be more aware of their water use, and it will be easier to help them reduce if they fall into a category of excessive use.

4. Will the project address water supply reliability in other ways not described above?

An additional benefit that was come to the City will be the ability to more quickly detect and identify leaks in the pressurized irrigation system. By more quickly identifying these issues, the City will be able to rectify any problems much more quickly than was previously possible to conserve water and assist residents.

C. Implementing Hydropower -18 Points

Up to 18 points may be awarded for this criterion. This criterion prioritizes projects that will install new hydropower capacity in order to utilize our natural resources to ensure energy is available to meet our security and economic needs.

This criterion is not applicable to this project.

D. Complementing On-farm Irrigation Improvements – 10 Points

Up to 10 points may be awarded for projects that describe in detail how they will complement on-farm irrigation improvements eligible for NRCS financial or technical assistance.

This criterion is not applicable to this project



E. Department of the Interior and Bureau of Reclamation Priorities – 10 Points

Up to 10 points may be awarded based on the extent that the proposal demonstrates that the project supports Department and Reclamation priorities. Please address those priorities that are applicable to your project. It is not necessary to address priorities that are not applicable to your project. A project will not necessarily receive more points simply because multiple priorities are addressed. Points will be allocated based on the degree to which the project supports one or more of the priorities listed, and whether the connection to the priority(ies) is well supported in the proposal.

Department Priorities

1. Creating a conservation stewardship legacy second only to Teddy Roosevelt

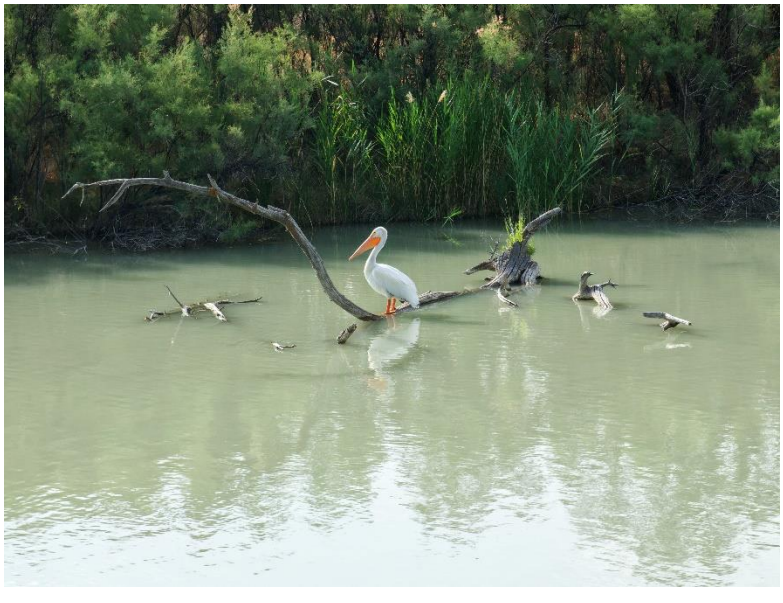
a. Utilize science to identify best practices to manage land and water resources and adapt to changes in the environment;

b. Examine land use planning processes and land use designations that govern public use and access;

c. Revise and streamline the environmental and regulatory review process while maintaining environmental standards;
d. Review Department water storage, transportation, and distribution systems to identify opportunities to resolve conflicts and expand capacity;
e. Foster relationships with conservation organizations advocating for balanced stewardship and use of public lands;
f. Identify and implement initiatives to expand access to Department lands for hunting and fishing;
g. Shift the balance towards providing greater public access to public lands over restrictions to access.

Teddy Roosevelt, in a 1907 message to Congress entitled The Conservation of Natural Resources, wrote, "We are prone to speak of the resources of this country and inexhaustible; this is not so." As a City, Lehi's leadership and employees recognize the importance of being thoughtful stewards of our natural resources. We work with external organizations such as the Provo River Water Users Association, to determine drought conditions and to provide our residents with information on conservation actions. The City has in place a Water Shortage Management Plan which is intended to protect and preserve public health, welfare and safety during water shortages. Implementation of the Traverse Mountain Pressurized Irrigation Meter Installation project will assist the City is conserving our water resources. By metering the pressurized irrigation and working actively to educate the public on conservation practices, we can help work toward protecting Utah's water resources.

2. Utilizing our natural resources
a. Ensure American Energy is available to meet our security and economic needs;
b. Ensure access to mineral resources, especially the critical and rare earth minerals needed for scientific, technological, or military applications;
c. Refocus timber programs to embrace the entire 'healthy forests' lifecycle;
d. Manage competition for grazing resources.



This criterion is not applicable to this project.

3. Restoring trust with local communities
a. Be a better neighbor with those closest to our resources by improving dialogue and relationships with persons and entities bordering our lands;
b. Expand the lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities.

As the City installs new smart meters that provide the end user with information about their pressurized irrigation usage, they will be able to more actively be involved in the water conservation effort. They will be able to have more information about their usage and be able to improve their watering efficiency. Working as a joint effort, the City along with its residents will be able to move forward in water conservation efforts to help better use our scarce resource.

4. Striking a regulatory balance
a. Reduce the administrative and regulatory burden imposed on U.S. industry and the public;
b. Ensure that Endangered Species Act decisions are based on strong science and thorough analysis.

This criterion is not applicable to this project.

5. Modernizing our infrastructure
a. Support the White House Public/Private Partnership Initiative to modernize U.S. infrastructure;
b. Remove impediments to infrastructure development and facilitate private sector efforts to construct infrastructure projects serving American needs;
c. Prioritize Department infrastructure needs to highlight:
1. Construction of infrastructure;
2. Cyclical maintenance;
3. Deferred maintenance.

With the installation of smart meters on the pressurized irrigation lines, the City will be updating its infrastructure within the City's pressurized irrigation system. This project supports the DOI priorities to update and modernize infrastructure.

Reclamation Priorities

1. Increase Water Supplies, Storage, and Reliability under WIIN and other Authorities
2. Streamline Regulatory Processes and Remove Unnecessary Burdens to Provide More Water and Power Supply Reliability
3. Leverage Science and Technology to Improve Water Supply Reliability to Communities
4. Address Ongoing Drought
5. Improve the Value of Hydropower to Reclamation Power Customers

6. Improve Water Supplies for Tribal and Rural Communities
7. Implementation of new Title Transfer authority pursuant to P.L. 116-9

The Lehi City area—and Utah as a whole—is very susceptible to drought being the second driest state in the nation. As such, the City Council has included in the City's municipal code measures to help address drought. The Traverse Mountain Pressurized Irrigation Installation Project would allow end users to be more aware of their pressurized irrigation consumption allowing for more active water conservation tactics to take place.

F. Implementation and Results – 6 Points

Project Planning

Points may be awarded for proposals with planning efforts that provide support for the proposed project.
Does the applicant have a Water Conservation Plan and/or System Optimization Review (SOR) in place? Please self-certify or provide copies of these plans where appropriate to verify that such a plan is in place.
Provide the following information regarding project planning:
(1) Identify any district-wide, or system-wide, planning that provides support for the proposed project. This could include a Water Conservation Plan, SOR, Drought Contingency Plan or other planning efforts done to determine the priority of this project in relation to other potential projects.
(2) Describe how the project conforms to and meets the goals of any applicable planning efforts and identify any aspect of the project that implements a feature of an existing water plan(s).

Lehi City implemented a Water Conservation Plan that was put into place in November of 2019. This plan puts forth the City's Resource Management Vision:

> Improve the health of the community we serve, in recognition of the critical linkages between environmental health and public health. It is Lehi City's desire to limit adverse impacts upon the environment by integrating resource management into our organizational policies, decision making, and institutional culture to ensure the most efficient use of resources in our new and existing facilities. This achievement will be consistent with Lehi City's commitment to be a community leader in Resource Management and Environmental Stewardship in the North Utah County region.

The City's Water Conservation Plan talks in-depth about the history of the City's metering system and lists updating the pressurized irrigation meters to smart meters as one of the opportunities the City has identified to improve water conservation.

Performance Measures

Points may be awarded based on the description and development of performance measures to quantify actual project benefits upon completion of the project.
Provide a brief summary describing the performance measure that will be used to quantify actual benefits upon completion of the project (e.g., water saved or better

managed, energy generated or saved). For more information calculating performance measure, see Appendix A: Benefit Quantification and Performance Measure Guidance.

Lehi City will be able to use the data provided by the installed smart meters to evaluate participants pressurized irrigation usage. Historical data from the old meters as well as meters of other residents throughout the City who have not yet had their meters upgraded can be used as a baseline to show how usage patterns change once the new smart meters are placed and residents are charged based on usage rather than a flat rate determined by the size of the lot. Water usage will be evaluated both before the project takes place as well as after to determine the success of the project.

Readiness to Proceed

Points may be awarded based upon the extent to which the proposed project is capable of proceeding upon entering into a financial assistance agreement. Please note, if your project is selected, responses provided in this section will be used to develop the scope of work that will be included in the financial assistance agreement.
Applications that include a detailed project implementation plan (e.g., estimated project schedule that shows the stages and duration of the proposed work, including major tasks, milestones, and dates) will receive the most points under this criterion.
Identify and provide a summary description of the major tasks necessary to complete the project.

Task	Start Date	Duration
Sign WaterSMART contract	November 2020	
Bid contracted work for phase 1	December 2020	3 Months
Sign contract with selected contractor	March 2021	
PR work and notification of customers to be affected by project phase 1	March 2021	1 Month
Meter installation phase 1	April 2021	12 Months
Bid process for phase 2	February 2022	1 Month
PR work and notification of customers to be affected by project phase 2	March 2022	1 Month
Meter installation phase 2	April 2022	12 month
Bid process for phase 3	February 2023	1 Month
PR work and notification of customers to be affected by project phase 3	March 2023	1 Month
Meter installation phase 3	April 2023	12 months

Describe any permits that will be required, along with the process for obtaining such permits.
Identify and describe any engineering or design work performed specifically in support of the proposed project.

No permits, engineering work, or design work will be necessary for this project.

Describe any new policies or administrative actions required to implement the project.

Administrative action will include allocating funds, determining the order and staging of meter installation, purchasing materials, and selection of contractors.

G. Nexus to Reclamation Project Activities – 4 Points

Up to 4 points may be awarded if the proposed project is in a basin with connections to Reclamation project activities. No points will be awarded for proposals without connection to a Reclamation project or Reclamation activity.
Is the proposed project connected to Reclamation project activities? If so, how? Please consider the following:

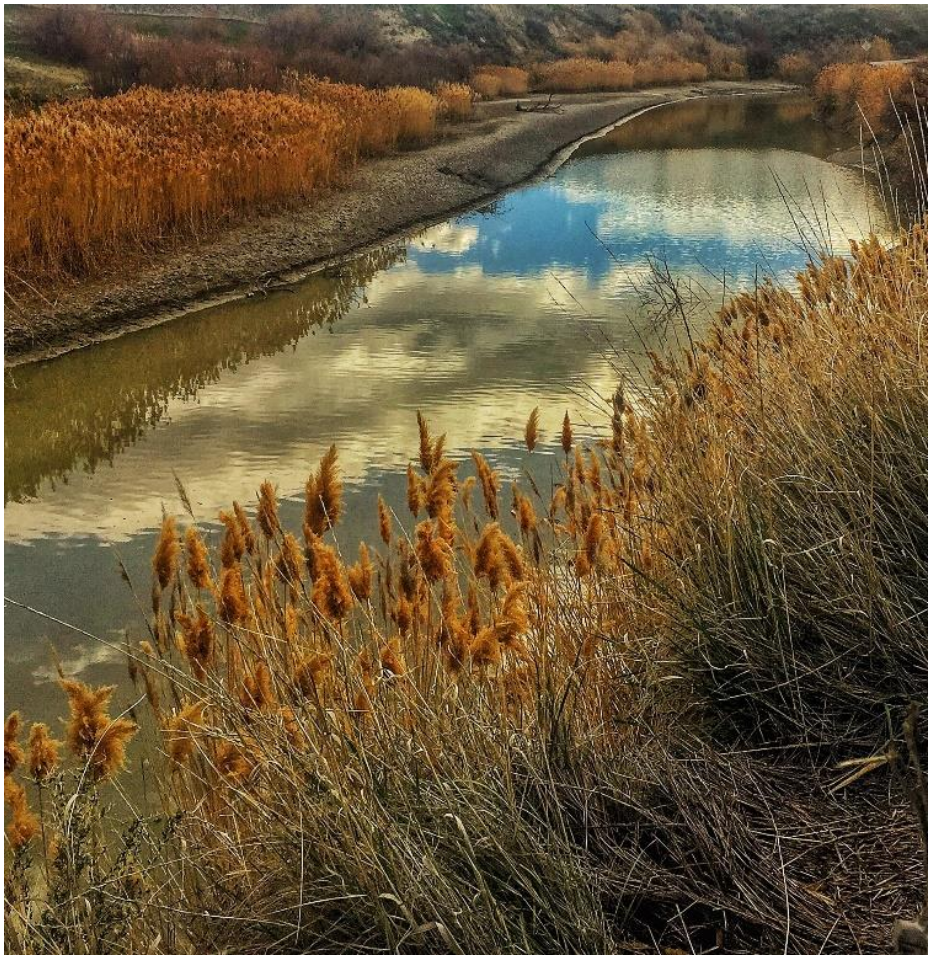
- Does the applicant receive Reclamation project water?
- Is the project on Reclamation project lands or involving Reclamation facilities?
- Is the project in the same basin as a Reclamation project or activity?
- Will the proposed work contribute water to a basin where a Reclamation project is located?
- Will the project benefit any tribe(s)?

Lehi City receives water from the Provo River Aqueduct which is Bureau of Reclamation project. The Provo River Water Users Association operates and maintains the aqueduct. The city also receives water through the Central Utah Conservancy District (CUP) pipelines –also a Reclamation project. Both projects service the Traverse Mountain area. The Traverse Mountain Pressurized Irrigation Meter Installation project is not on Reclamation project lands or involving a Reclamation facility. The project will not benefit any Tribes.

H. Additional Non-Federal Funding – 4 Points

Up to 4 points may be awarded to proposals that provide non-Federal funding in excess of 50 percent of the project costs. State the percentage of non-Federal funding provided using the following calculation: Non-Federal Funding / Total Project Cost

$1,976,895 Non-Federal Funding / $3,953,789 Total Project Cost = 50% Non-Federal Funding



Project Budget

The project budget includes:
(1) Funding plan and letters of commitment
(2) Budget proposal
(3) Budget narrative

Funding Plan and Letters of Commitment

Describe how the non-Federal share of project costs will be obtained. Reclamation will use this information in making a determination of financial capability.
Please identify the sources of the non-Federal cost-share contribution for the project, including:
Any monetary contributions by the applicant towards the cost-share requirement and source of funds (e.g., reserve account, tax revenue, and/or assessments).

The City will fund all non-Federal project costs using tax revenue from the City's operating revenues.

Any costs that will be contributed by the applicant.

This criterion is not applicable to this project.

Any third-party in-kind costs (i.e., goods and services provided by a third party).

This criterion is not applicable to this project.

Any cash requested or received from other non-Federal entities.

This criterion is not applicable to this project.

Any pending funding requests (i.e., grants or loans) that have not yet been approved and explain how the project will be affected if such funding is denied.

This criterion is not applicable to this project.

In addition, please identify whether the budget proposal includes any project costs that have been or may be incurred prior to award. For each cost, describe:
The project expenditure and amount.
The date of cost incurrence.
How the expenditure benefits the project.

This criterion is not applicable to this project.

Budget Proposal

The total project cost (Total Project Cost), is the sum of all allowable items of costs, including all required cost sharing and voluntary committed cost sharing, including third-party contributions, that are necessary to complete the project.

Source	**Amount**
Costs to be reimbursed with the requested Federal funding	$1,976,894
Costs to be paid by the applicant	$1,976,895
Value of third-party contributions	$0.00
Total Project Cost	$3,953,789



Budget Item Description	Computation		Quantity Type	Total Cost
	$/Unit	Quantity		
Salaries and Wages				**$0.00**
Fringe Benefits				**$0.00**
Travel				**$0.00**
Equipment				**$0.00**
Supplies and Materials				**$2,176,789.46**
Raven 21x24x36 inch Purple Meter Box	$129.23	1777	Each	$229,641.71
DL2244 Meter Ring	$35.71	1777	Each	$63,456.67
DFW Purple Meter Lid	$50.25	1777	Each	$89,294.25
4x27 – ½ inch Foam Meter Insulation	$32.97	1777	Each	$58,587.69
Sensus 1 inch iPERL Meter	$227.73	1777	Each	$404,676.21
Sensus 520M Smart Radio	$174.69	1777	Each	$310,424.13
Ford 1x15 inch Meter Setter	$295.49	1777	Each	$525,085.73
1x12 inch Brass Nipple	$27.50	1777	Each	$48,867.50
Ford Stop and Waste	$122.48	1777	Each	$217,646.96
Ford 1 in Male Quick Joint	$37.92	1777	Each	$67,383.84
Ford 1 in Insert for Pipe	$2.44	1777	Each	$4,335.88
Stop and Waste Curb Box	$57.14	1777	Each	$101,537.78
Stop and Waste Galvanized Rod and Cotter Pin	$31.43	1777	Each	$55,851.11
Contractual/Construction				**$1,777,000**
Meter Installation	$1000.00	1777	Each	$1,777,000
Third-Party In-Kind Contributions				**$0.00**
Other				**$0.00**
Total Direct Costs				**$3,953,789.46**
Total Indirect Costs				**$0.00**
Total Estimated Project Costs				**$3,953,789**

Budget Narrative

Submission of a budget narrative is mandatory. An award will not be made to any applicant who fails to fully disclose this information. The budget narrative provides a discussion of, or explanation for, items included in the budget proposal. The types of information to describe in the narrative include, but are not limited to, those listed in the following subsections.

Salaries and Wages

No Lehi City salaries or wages are included in this project. All installation will be done through contractors. Any time spent by Lehi City employees will be over the cost of this project and not counted toward the project cost.



Fringe Benefits

No fringe benefits will be required for this project.

Travel

No travel expenses are anticipated as part of this project.

Equipment

No equipment costs will be required for this project. All equipment used will be provided as part of the contractual labor costs.

Materials and Supplies

The following chart shows the materials that will be necessary for the installation of new pressurized irrigation meters for this project. Costs were determined from a quote from Mountainland Supply Company.

Material	Cost/Unit	Units Necessary	Total Cost
Raven 21x24x36 inch Purple Meter Box	$129.23	1777	$229,641.71
DL2244 Meter Ring	$35.71	1777	$63,456.67
DFW Purple Meter Lid	$50.25	1777	$89,294.25
4x27 – ½ inch Foam Meter Insulation	$32.97	1777	$58,587.69
Sensus 1 inch iPERL Meter	$227.73	1777	$404,676.21
Sensus 520M Smart Radio	$174.69	1777	$310,424.13
Ford 1x15 inch Meter Setter	$295.49	1777	$525,085.73
1x12 inch Brass Nipple	$27.50	1777	$48,867.50
Ford Stop and Waste	$122.48	1777	$217,646.96
Ford 1 in Male Quick Joint	$37.92	1777	$67,383.84
Ford 1 in Insert for Pipe	$2.44	1777	$4,335.88
Stop and Waste Curb Box	$57.14	1777	$101,537.78
Stop and Waste Galvanized Rod and Cotter Pin	$31.43	1777	$55,851.11

Contractual

The City would use contractors for the installation of all new meters. The City would use the Utah State Procurement site to advertise all bidding. This is the State's competitive procurement site to ensure that procurement is competitive and fair. Contractors will be selected based on using the matrix found in Appendix 1. Please note that grading weights can change based on project criteria determined at the time.

Third-Party In-Kind Contributions

No third-party or in-kind contributions are anticipated as part of this project.

Environmental and Regulatory Compliance Costs

There are no environmental or regulatory costs anticipated with this project.

Other Expenses

No additional expenses are anticipated for this project.

Indirect Costs

No additional indirect costs are anticipated with this project.

Environmental and cultural resources compliance

To allow Reclamation to assess the probable environmental and cultural resources impacts and costs associated with each application, all applicants should consider the following list of questions focusing on the NEPA, ESA, and NHPA requirements. Please answer the following questions to the best of your knowledge. If any question is not applicable to the project, please explain why. The application should include the answers to:

- Will the proposed project impact the surrounding environment (e.g., soil [dust], air, water [quality and quantity], animal habitat)? Please briefly describe all earth-disturbing work and any work that will affect the air, water, or animal habitat in the project area. Please also explain the impacts of such work on the surrounding environment and any steps that could be taken to minimize the impacts.
- Are you aware of any species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat in the project area? If so, would they be affected by any activities associated with the proposed project?
- Are there wetlands or other surface waters inside the project boundaries that potentially fall under CWA jurisdiction as "Waters of the United States?" If so, please describe and estimate any impacts the proposed project may have.
- When was the water delivery system constructed?
- Will the proposed project result in any modification of or effects to, individual features of an irrigation system (e.g., headgates, canals, or flumes)? If so, state when those features were constructed and describe the nature and timing of any extensive alterations or modifications to those features completed previously.
- Are any buildings, structures, or features in the irrigation district listed or eligible for listing on the National Register of Historic Places? A cultural resources specialist at your local Reclamation office or the State Historic Preservation Office can assist in answering this question.
- Are there any known archeological sites in the proposed project area?
- Will the proposed project have a disproportionately high and adverse effect on low income or minority populations?

- Will the proposed project limit access to and ceremonial use of Indian sacred sites or result in other impacts on tribal lands?
- Will the proposed project contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area?

This project will involve minimal earthwork in order to install new meters on the pressurized irrigation system which was first installed beginning in 2002. Impact will be minimal to landscaping of homeowners yards and the City is not aware of any negative impact that will be had on air; animals habitats; threatened or endangered species; wetlands or other surface waters; historic buildings structures, or features; archeological sites; or ceremonial or sacred Indian sites. The project will not contribute to the introduction or spread of noxious weeds or non-native invasive plant species.



Required permits or approvals

Applicants must state in the application whether any permits or approvals are required and explain the plan for obtaining such permits or approvals.

No permits or approvals are required for this project.

Letters of project support

Please include letters from interested stakeholders supporting the proposed project. To ensure your proposal is accurately reviewed, please attach all letters of support/ partnership letters as an appendix. Letters of support received after the application deadline for this FOA will not be considered in the evaluation of the proposed project.

See Appendix 2

Official resolution

Include an official resolution adopted by the applicant's board of directors or governing body, or, for State government entities, an official authorized to commit the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this FOA, verifying:

• The identity of the official with legal authority to enter into an agreement.

• The board of directors, governing body, or appropriate official who has reviewed and supports the application submitted.

• The capability of the applicant to provide the amount of funding and/or in- kind contributions specified in the funding plan.

• That the applicant will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

An official resolution meeting the requirements set forth above is mandatory. If the applicant is unable to submit the official resolution by the application deadline because of the timing of board meetings or other justifiable reasons, the official resolution may be submitted up to 30 days after the application deadline, via email to the contact listed in Section D.1. of this FOA.

The Official Resolution for the Traverse Mountain Pressurized Irrigation Meter Installation project will be submitted within 30 days after the application deadline.

Appendix 1

Template 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						
	30	25	20	10	15	100
	30%	25%	20%	10%	15%	100%
Option	**Cost**	**Reputation & Past Performance**	**Timeline**	**Quality**	**Fit/Vision**	**Score**
Firm 1	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Firm 2	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Firm 3	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Firm 4	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Notes:						
Firm 1	**Cost**	**Reputation & Past Performance**	**Timeline**	**Quality**	**Fit/Vision**	
Rater 1						
Rater 2						
Rater 3						
Rater 4						
Total Average	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Firm 2	**Cost**	**Reputation & Past Performance**	**Timeline**	**Quality**	**Fit/Vision**	
Rater 1						
Rater 2						
Rater 3						
Rater 4						
Total Average	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Firm 3	**Cost**	**Reputation & Past Performance**	**Timeline**	**Quality**	**Fit/Vision**	
Rater 1						
Rater 2						
Rater 3						
Rater 4						
Total Average	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
Firm 4	**Cost**	**Reputation & Past Performance**	**Timeline**	**Quality**	**Fit/Vision**	
Rater 1						
Rater 2						
Rater 3						
Rater 4						
Total Average	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Appendix 2

LEHI CITY
PIONEERING UTAH'S FUTURE

Office of the Mayor

Mayor Mark Johnson
mayor@lehi-ut.gov

153 North 100 East
Lehi, UT 84043
lehi-ut.gov

September 10, 2020

Bureau of Reclamation
Financial Assistance Support Section
P.O. Box 25007, MS 84·27814
Denver, CO 80225

Re: Traverse Mountain Pressurized Irrigation Installation Project – Lehi City UT

To Whom It May Concern:

Lehi City is committed to water conservation and sustainability. As mayor, I recognize the importance of city-initiated conservation programs to provide positive support and encourage individual conservation efforts. As such, I see the benefit of investing time, money, and effort into providing smart irrigation controllers with the associated training to willing residents and meter and system improvements.

Through this program, I hope to see a better understanding of water usage, demands, and supply among residents. This will then encourage water conservation efforts and allow our Public Works Department to better manage our water supply, decrease future needed infrastructure, reduce pumping costs, and increase overall water conservation and control.

I fully support the project proposed by our city's Public Works Department to provide and install smart irrigation controllers and make the necessary upgrades to the water system throughout the City to allow real-time data access and control for the residents and the City. This WaterSMART grant proposal submitted to the Bureau of Reclamation to request funds to assist in the implementation of this project is critical in helping our city reach its conservation and water management goals.

Mayor Mark Johnson



LEHI IRRIGATION COMPANY
PO Box 316
Lehi, UT 84043

Todd Smith, *President*
John K. Bushman, *Secretary*
tel. no.: 801-768-8730

September 15, 2020

Bureau of Reclamation
Financial Assistance Support Section
P.O. Box 25007, MS 84-27814
Denver, CO 80225

To Whom It May Concern:

Lehi Irrigation Company serves approximately 1200 stockholders and the cities of Lehi and Highland. The main water sources for the two areas are received from winter snows in the American Fork, Alpine and Fort Canyon drainages. We also have some Provo Reservoir storage water to supplement those sources as the water season progresses. As this area was settled by the pioneers, it was first thought that the water and land would support about thirty families. Today there is over 100,000 residents plus business that call the area of Lehi Irrigation Company home.

It has come to our attention that Lehi City is seeking WaterSMART funding to help implement a city wide pressurized secondary metered network to monitor secondary water use within the City and assist in water conservation. Lehi City receives Lehi Irrigation water and our Company fully supports the need for water conservation of the limited water supply.

The Irrigation Company believes that this project will result in substantial water savings and conservation of our natural resources. It will allow users to monitor their water use and become partners in conserving our water resources
Lehi Irrigation Company fully supports Lehi City in seeking this important funding to conserve and fully utilize our natural resources effectively.

Sincerely,

Todd Smith, President
Lehi Irrigation Company

Email: lehiirrigationco@gmail.com

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-62, appointing new members to the Lehi City Public Library Board of Directors.
Petitioner: Lehi City

Suggested Action:

Attachments:
Res 2020-62.docx

LEHI CITY

RESOLUTION NO. 2020-62

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING BOARD MEMBERS TO THE LEHI CITY PUBLIC LIBRARY BOARD OF DIRECTORS

WHEREAS, the Lehi Municipal Code Chapter 2, Section 2.76.020 outlines the qualification for membership, terms and vacancies for the Lehi City Public Library Board of Directors; and

WHEREAS, in accordance with that section two positions need to be filled; and

WHEREAS, the Mayor of Lehi City wishes to appoint, along with the advice and consent of the City Council, the following individuals to the Lehi City Public Library Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI, UTAH, as follows:

1. Appoint Moriah Wilson and Max Evans as Board Members which terms will begin immediately.

2. The provisions of this resolution shall take effect immediately upon passage.

PASSED and APPROVED this 22th day of September, 2020

Lehi City Corporation

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Lorin Powell
Submitting Department: Engineering
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Resolution of #2020-66 approving an agreement for professional services with Avenue Consultants.
Petitioner: Lehi City

Suggested Action:
In 2014 Lehi City received approval for funding from the Mountainland Association of Governments (MAG) to construct a cycle track along 700 South from 500 West to 2300 West and bike lanes along 500 West from Pioneer Crossing to 700 South. This funding is now available for the design of this roadway widening and bicycle improvement project.

A Request for Qualifications (RFQ) was sent out to five engineering design consultants from the UDOT pool. Based on a review of the submitted SOQ's, Avenue Consultants, LLC was selected to perform the Preliminary Engineering Design for this project. The attached Agreement spells out the terms and conditions related to this design.

Approve the Agreement and authorize the Mayor to sign the Agreement.

Attachments:
Res 2020-66.docx

Contract Documents_Lehi 700 South Cycle Track_Avenue Consultants.pdf

LEHI CITY

RESOLUTION NO. 2020-66__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH AVENUE CONSULTANTS, INC.

WHEREAS**,** City desires to contract for professional engineering services for the design and construction documents for the 700 South Cycle Track project in Lehi City;

WHEREAS, City issued a Request for Bids to identify firms and companies which would best serve the needs of the City to perform such services;

WHEREAS, City selected Avenue Consultants, Inc. and now desires to contract with them to perform the work specified in the contract documents;

WHEREAS, on September 22nd, 2020, 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 an Agreement for Professional Services with Avenue Consultants, 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 for Professional Services between Lehi City and Avenue Consultants, Inc. 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 22nd day of September, 2020.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

PROFESSIONAL SERVICES AGREEMENT

To: Brad Kenison

From: Avenue Consultants

Date: September 16, 2020

Subject: 700 South Cycle Track, Lehi UT

Dear Brad:

Thank you for the opportunity for **Avenue Consultants, Inc.** (Avenue) to assist **Lehi City** (Client) with design and construction documents preparation for you're the 700 South Cycle Track project in Lehi City.

1 SCOPE OF WORK

See Exhibit "A" for a detailed scope of work.

2 COMPENSATION FOR SCOPE OF SERVICES

The following summarizes the Time and Materials compensation "not to exceed" amount for the scope of services. See Exhibit "B" for detailed cost estimate per task.

Standard Professional Services: $144,700.50

Utility Locate Services: $18,563.64 (Completed by SUE Solutions as a Sub-consultant see Exhibit "C")

3 REIMBURSABLE EXPENSES

Mileage reimbursement for travel associated with the project will be reimbursed at a rate in accordance with our cost estimate (Exhibit "B"). It is estimated that reimbursable mileage will not exceed $287.50.

4 CHANGES IN SERVICES

Additional Services will be agreed upon with the Owner by separate agreement or as an amendment to the original Scope of Services. Compensation for Additional Services will be on a Time and Materials basis with the associated rates as shown in the attached cost estimate shown Exhibit "B". In the event that our hourly rates are adjusted, an updated cost estimate will be submitted for approval and subsequent use on this contract. Additional Services may be performed in-house by Avenue Consultants or by their subcontractors.

5 NOT INCLUDED

Any item not specifically included in this scope is specifically excluded. Any additional services needed may be requested as a Change in Service as described in Section 4 above.

6 SCHEDULE FOR PERFORMANCE

Upon notice to proceed (NTP), Avenue will begin immediately with the performance of the work. We anticipate the work described in the scope of work to be complete 8 months. Time for Owner, and 3rd party utilities will be additive to this schedule.

7 ACCEPTANCE AND PAYMENT

Upon approval and execution of this proposal, Avenue will begin the work identified in this scope once we have received a written notice to proceed (NTP). This letter, along with the attached Standard Terms and Conditions, will serve as our Professional Services Contract. Invoices for work completed will be submitted monthly for payment. Full payment is due upon receipt of invoice and will be considered delinquent after 30 days. If you agree to the terms and conditions of this letter, please countersign below and initial each page. This proposal/contract will expire 30 days from the date of the proposal if not signed and returned to Avenue prior to expiration.

We appreciate the opportunity to submit this proposal. Please feel free to contact Blair Tomten with any questions you might have at btomten@avenueconsultants.com or at her direct line at 651-341-1743, we appreciate the opportunity to work with you on this project and look forward to your favorable response.

Sincerely,

Avenue Consultants Inc.

Mel Bodily, PE

Principal

Accepted by: (please print) _____

Signature: _____

Representing: _____

Date: _____

STANDARD TERMS AND CONDITIONS

These STANDARD TERMS AND CONDITIONS apply to, and are made part of, the attached letter agreement ("Agreement") by and between AVENUE CONSULTANTS, INC. ("Consultant"), a Utah corporation, and the client ("Client") referenced in the signature block on the accompanying Agreement.

WITNESSETH THAT, in consideration of the premises and covenants hereinafter set forth, the parties agree as follows:

1. **Manner of Payment.** Monthly invoices will be submitted for progress payments, for time and materials tasks, and for reimbursable items. All invoices and statements are due and payable upon receipt and are delinquent thirty (30) days after date of invoice. If payments are not made in full prior to delinquency, Client agrees to pay interest on the unpaid amount at a rate of 18% per year. All payments received shall first be credited to payment of interest and then to the principal balance. The Consultant, at his option, may stop work on any account that is delinquent. In that case, Consultant will notify Client that work has ceased. Client also agrees to pay all costs, including attorney's fees and court costs, incurred by Consultant to collect on past due invoices.

2. **Client's Approval and Acceptance of Work** . The work performed and billed for by Consultant shall be deemed approved and accepted by Client as and when invoiced unless Client objects within thirty (30) days of the invoice date by written notice specifically stating the details in which Client believes such work is incomplete or defective.

3. **Cooperation, Assistance and Access** . Client agrees to cooperate in every way reasonably requested by Consultant to expedite the completion of the work set forth in this Agreement. Client agrees to assist in expediting the work being performed under this Agreement where reasonably possible and to act as a direct liaison between Consultant and the approval agencies and utilities involved. This cooperation and assistance is a direct factor in the determination and establishment of the fees quoted herein. Client agrees to provide Consultant access to the property involved and to make available any records, documents, deeds or other items requested by Consultant for the reasonable pursuit of the completion of the work. All information, data, reports, records and maps with respect to the Project which are available to Client and which Client deems reasonably necessary for the performance of work set forth in the Agreement, shall be furnished to Consultant without charge by Client.

4. **Client's Reimbursement for Costs / Fees** . Unless otherwise specified in the proposal, Client shall pay or reimburse Consultant for fees and other costs that are reasonable and necessary to complete the project or render full performance of this Agreement, such as filing fees, city, state or county plan checking fees, inspection fees, construction permit fees, architectural landscaping fees, soil testing and soil engineering costs, aerial topography costs, and all other permits bonds, premiums, title company charges, blueprints and reproductions, shipping, costs of transportation, meals and lodging for work done away from Consultant's offices or the project site, and all similar charges and costs that are not included in the scope of the work description in this Agreement.

5. **Extra Services.** Any services agreed to be performed by Consultant at the request of Client in addition to those set forth herein shall be paid for by Client as extra work in accordance with Consultant's prevailing hourly rates. Prior to performing any such work, Consultant shall provide Client with a bid and scope of work for such extra work. For clarity purposes, the following are considered by the parties as "extra work" and are outside the scope of this Agreement: (i) cost or replacement of staking destroyed by an act of God or parties other than Consultant; (ii) additional office or field work caused by policy or procedural changes of governmental agencies that could not have been discovered or ascertained by Consultant through reasonable due diligence; and (iii) changes in the project and work necessitated by any of the causes described in Paragraph 17 hereof.

6. **Term of Agreement**. Unless otherwise provided herein, this Agreement shall remain in effect until all work is completed and delivered by Consultant, accepted by Client, and payment has been received by Consultant.

7. **Agency Approvals** . Unless otherwise agreed in the Proposal, costs and fees, in addition to charges for Consultant's time incurred to obtain agency approvals for the project is excluded from the Work.

8. **Personnel.** Consultant will provide, at its own expense, all personnel necessary to perform the services required by this Agreement and in no event shall such personnel be the employees of Client. All personnel shall be fully qualified under applicable federal, state and local law to undertake the work performed by them.

9. **Specific Exclusions** . Unless specifically included in this Agreement, the client agrees that the following items are specifically excluded from this Agreement and further agrees that Consultant has made no representations or warranties concerning same, it being the intent of Client to have said services provided by others, if required:
    a. Soil surveys, soil testing, general subsurface soil testing, landscaping.
    b. On-site construction testing and inspection.
    c. Opinions of costs.
    d. Estimates of area.
    e. Deed restrictions and covenants pertaining to the subdivision or condominium development of land.

11. **Changes to Work** . All changes required to plans by governmental agencies or utility companies after the plans or plats have received final approval shall be paid for by the Client as extra work at Consultant's then current hourly rates.

12. **Services Provided by the Client and the Client's Consultants** . The Consultant shall coordinate its services with those services provided by the Client and the Client's consultants. The Consultant shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Client and the Client's consultants. The Consultant shall provide prompt written notice to the Client if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

13. **Initial Information**. The Client and Consultant may rely on the information provided by Client prior to the execution of this contract. Both parties, however, recognize that the initial Client provided information may materially change and, in that event, the Client and the Consultant shall appropriately adjust the Consultant's services, schedule for the Consultant's services, and the Consultant's compensation through written modification to this Agreement. The Client shall adjust the Client's budget for the Cost of the Work and the Client's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

14. **Ownership of Documents**. The work papers, drawings, photographs and any other written or graphic material, hereinafter materials, prepared by Consultant ("Consultant's Materials") for this Project are instruments of the Consultant's Service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the sole author of "Consultant's Materials" and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies of Consultant's Materials for information and reference in connection with the Client's use on the Project. The Client or others shall not use the Consultant's Materials on other projects, or for changes to this Project without the express written consent of the Consultant. Submission or distribution of Consultant's Materials to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication or violation of copyright.

15. **Blueprints and Copies.** All drawings or copies received by Client, by the governmental agencies and utility companies shall be paid for by Client. All plans or plats, including those to be issued for bidding, that are copied or reproduced by Consultant at the request of Client, will be paid for by the Client at the prevailing rate for the Consultant's office. Any special reproducible drawings or tracings such as transparencies, mylar or linen drawings required by municipalities, counties, state, utility companies or architects that are copied or reproduced by Consultant at the request of Client shall also be paid for by Client. For the purposes of this agreement, original signed copies of deliverable items required by this scope, as well as any plan sets specifically required by regulating authorities for plan approvals, will be considered to have the Client's implicit approval as far as reproductions are concerned.

16. **Estimated Completion Date**. The estimated completion date contained in this agreement is merely an estimation. It shall be the duty of Consultant to periodically contact Client with regard to the progress of the work while the furtherance of the work/project is within the control of Consultant. It will equally be the duty of Client to periodically contact Consultant with regards to the progress of the project while the furtherance of the project is within the control of Client. Consultant is not bound by the estimated completion date when Consultant has not caused any material delay.

17. **Governmental Interference**. Any delay or stoppage of work caused by governmental interference or action shall result in a commensurate extension for the time of completion of that work by Consultant.

18. **Early Termination**. Consultant or Client shall have the right to terminate or suspend the engineering services provided for under this Agreement at any time by notifying the other party of such intention in writing. As to Consultant, the Client's notice shall be effective as of the close of the business day of receipt. If termination is not caused by Consultant's breach, Client agrees that within ten (10) days of said notice to pay Consultant the amounts described in paragraphs 17 and 18.

19. **Cessation of Work.** If Consultant is not in breach, any work, which is stopped (i.e., Client gives notice to Consultant not to submit any work product related to the project for further review or approval of any governmental agency and such decision is not made at the request or advice of Consultant) by Client for more than ninety (90) days, the parties shall be required to renegotiate fees for services to be rendered, unless Client's work cessation notice involves the cancellation of this Agreement, in which event such cessation involving cancelation, in addition to the amounts contained in the next sentence of this paragraph, shall be subject to paragraph 18. If Consultant is not in breach, any work stopped (under the scope of cessation as previously noted) for a period of sixty (60) days, but not more than ninety (90) days, shall be subject to a ten percent (10%) increase in the then remaining balance unpaid to Consultant under this Agreement (excluding extra work items and reimbursable costs), unless Client's work cessation notice involves the cancellation of this Agreement.

20. **Fees Upon Suspension**, Abandonment, Termination, Cancellation. In the event any or all portion of the work prepared or partially prepared by Consultant is suspended, abandoned or terminated due to Client's request, Client shall pay Consultant for invoices submitted and work performed and delivered to Client (including, without limitation, any "extra work") based on Consultants time and material costs incurred before suspension of work. Reimbursable expenses shall be paid if incurred (or in documented progress of being incurred) on or before Client's request for the suspension, abandonment or termination of the work. In addition, any termination of this contract by the Client after it has been executed will require that 20% of the outstanding fees become immediately payable to the Consulting Team as liquidated damages sustained as a result of the early termination, and not as a penalty. Client and Consulting Team acknowledge that this is a reasonable estimation of the damages that the Consulting Team would suffer as a result of Client's early termination of this contract.

21. **Automatic Expiration.** Consultant's offer to perform work, as contained in the Proposal submitted in conjunction with these terms and conditions, shall automatically expire if Client does not return an executed copy of this Agreement within thirty (30) days of the date Consultant's signature. This Agreement between Client and Consultant shall automatically expire and/or no longer be acceptable if Work is not commenced within forty-five (45) days of this Agreement date.

22. **Client's Approval and Acceptance of Work**. The work performed and billed for by Consultant shall be deemed approved and accepted by Client as and when invoiced unless Client objects within thirty (30) days of the invoice date by written notice specifically stating the details in which Client believes such work is incomplete or defective.

23. **Rights Upon Non-Payment or Breach by Client**. Provided Client is first in breach, in the event Client fails to pay Consultant as set forth in this Agreement or in the event of any other material breach by Client, Client agrees that, in addition to any other remedy available at law or in equity, Consultant shall have the right at Consultant's election to terminate this Agreement and receive compensation in accordance with Paragraph 18 hereof, or, at Consultant's option, to suspend work until the default is cured.

24. **Attorneys' Fees/Arbitration** . In the event that either party brings an action or claim arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys' fees incurred, as well as costs incurred, as well as expert witness fees. Such fees shall include, but shall not be limited to, reasonable attorneys' fees incurred by the enforcing party in retaining an attorney to correspond with the other party or its legal counsel regarding the enforcement of any matter related to this Agreement. Any and all disputes shall be resolved by way of binding Arbitration, which shall take place in Salt Lake City, Utah utilizing a single Arbitrator. Arbitration shall take place under the auspices of either the American Arbitration Association or JAMS, at the election of the party commencing Arbitration. The arbitrator shall conduct the arbitration so as to be able to render a final decision within 90 days of accepting the arbitration case. The parties agree to be available so as to allow this timeline to be met. The arbitrator's decision shall be binding on the parties and may be entered in any court of competent jurisdiction.

25. **Indemnification by Client** . Client shall indemnify, defend and hold Consultant harmless from any and all cost, expense, claim, damage or liability of any nature arising from:
    (a) soil conditions;
    (b) changes in plans or specifications made by Client or others that conflicts with Consultant's delivered work product;
    (c) use by Clients or others of plans, surveys or drawings unsigned by Consultant or for any purpose other than the specific purpose for which they were designed;
    (d) job site conditions and performance of work on the project;
    (e) inaccuracy of data or information supplied by Client; and
    (f) work performed on material or data supplied by others.

26. **Limitation of Liability:** In order for Client to obtain the benefit of a fee which includes a lesser allowance for risk funding, Client agrees to limit Consultant's liability arising from Consultant's professional acts, errors or omissions, or any other services provided under this Agreement, such that the total liability of Consultant shall not exceed total fees for the services rendered on the project.

27. **Delays by Consultant Not A Breach** . Any delay or default in the performance of any obligation of Consultant under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal commercial channels, failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, late, slow or faulty performance by Client, other contractors (other than contractors engaged by Consultant) or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work, or any other cause beyond Consultant's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the work product delivery obligations (as to timeliness only) of Consultant as long as performance is delayed or prevented thereby, and the fees due hereunder may be subject to adjustment pursuant to Paragraph 17.

28. **Representations and Warranties** . Consultant makes no representations or warranties, either expressed or implied, as to his findings, recommendations, specifications or professional advice provided hereunder except that the same will be promulgated and prepared in accordance with the local standards of the engineering profession.

29. **Damages**. No party shall be liable to the other for any incidental or consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement, or for any breach of warranty or other breach of this Agreement.

30. **Waiver of Subrogation** . The Client and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, to the extent damages are covered by insurance, except such rights as they may have to the proceeds of such insurance. The Client or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

31. **Lien Rights.** Client agrees that Consultant shall have a lien upon the real property involved in the development for all undisputed sums due pursuant to this Agreement or any addendum hereto, and that Consultant is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under the applicable laws of the State of Utah for the perfection, enforcement and foreclosure of a mechanic and materialman's lien claim upon real property. Client further agrees and specifically acknowledges that all staking locations of corners, lots, streets or other on-site work is the provision of labor and/or material for the improvement of the real property.

32. **Assignment.** Neither Client nor Consultant shall assign his interest in this Agreement without the written consent of the other, but Consultant may subcontract (to a qualified subcontractor) any portion of the work to be performed hereunder without such consent. Consultant shall be responsible for the work product (including, without limitation, any defects thereto) of any such subcontractor.

33. **Professional Liability Insurance.** Consultant shall provide, at its sole cost and expense, Professional Liability Insurance, including Prior Acts Coverage, which covers Consultant's professional liability for the services provided herein, which meets limits of liability to be not less than a combined single limit of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

34. **Modification/Termination** . No waiver, alteration, modification or termination of this Agreement shall be valid unless made in a writing executed by both parties. The term "Agreement" as used herein includes any existing or future written addendums, schedules, exhibits, amendments, modifications or supplements made in accordance herewith. One or more waivers of any term, condition or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition or covenant. This agreement may be terminated for convenience and without cause by either party upon seven days' written notice.

35. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Utah. This Agreement shall inure to the benefit of and be binding upon the assigns of each of the parties hereto.

36. **Entire Agreement**. This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing.

Scope of Work

EXECUTIVE SUMMARY

The following scope of work is to provide engineering/professional services (design, plan sheet development, specifications, public involvement and project management) to provide a cycle track on 700 South between 2300 West and 500 West and bike lanes on 500 West between Pioneer Crossing and 700 South.

PROJECT ASSUMPTIONS AND UNKNOWNS

The following is a list of the project assumptions and unknowns.

GENERAL DESIGN ASSUMPTIONS

- Project Limits are:
    - Protected bike lanes (Cycle Track) on 700 South from 2300 West to 500 West (8,150 ft)
        - Widening in undeveloped areas to include curb and gutter and 58-foot asphalt width
        - One-way protected bike lanes on the north and south side of 700 South using on-street parking, paint, and reflector poles as protection
    - Bike lanes on 500 West from 700 South to Pioneer Crossing (2,140 ft)
        - Widening in undeveloped areas to include curb and gutter and 48-foot asphalt width
        - Bike lane striping and signing only
- One (1) new non-signalized mid-block crossing at 700 South and Dry Creek Trail
    - Connect Dry Creek Trail to 700 South on north side
    - Design Dry Creek Trail along 700 South on south or north side for future trail connection
    - Complete sidewalk gap along north side of 700 South at 980 West
- Protected intersections at 500 West, 1100 West, 1700 West, and 2300 West utilizing paint and reflectors (or other cost-effective surface mounted delineators) for intersection protection
- Powerline Trail connection on NW corner of 1700 West and 700 South
- Typical roadway design will be completed in accordance to Lehi City Standards
- Roadway/trail typical sections will follow the Lehi City Master Plan
- Protected bike lane and intersection elements may utilize the AASHTO Guide for the Development of Bicycle Facilities and the NACTO Urban Bikeway Design Guide
- Bid alternate one to include concrete protected intersections at 1700 West, 500 West, 1100 West, and 2300 West
- Bid alternate two to include sidewalks along undeveloped properties (Base bide to include sidewalk on north side of 700 South at 980 South)
- Survey and property acquisition provided by Lehi City through separate contract. Team will need to coordinate with them throughout the project.
- Project will not require design for landscaping, lighting, traffic signals, and communications
- Environmental Clearances will not be required

ROADWAY

- Signed Speed: 25 MPH/Design Speed: 25 MPH
- Pavement Design will follow the procedure provided in Chapter 2.0.
    - Sub-grade CBR provided by Lehi
- No changes to existing roadway profile

- Mitigate surface irregularity in WB lane just east of Dry Creek Trail
- Create 10' Powerline Trail connection for future trail extension to NW at 1700 West in place of sidewalk
- Roadway Widening (pavement, C&G, sidewalk where indicated below) Segments (Total: 3,290 ft)
    - 700 S Widening 1 - 2145 West (South)
        - Length/Width: 150ft/20ft
        - Driveways: 1
        - Sidewalk
    - 700 S Widening 2 - 1915 West (North)
        - Length/Width: 260ft/20ft
        - Driveways: 1
    - 700 S Widening 3 - 1350 West (South)
        - Length/Width: 340ft/20ft
        - Driveways: 3
    - 700 S Widening 4 - 1000 West (South)
        - Length/Width: 700ft/20ft
        - Driveways: Field Access east of trail
        - Curb Return: 1 [Set to future width?]
    - 700 S Widening 5 - 1000 West (North)
        - Length/Width: 100ft/10ft
        - Driveways: 2
    - 500 W Widening 6 – 850 South (East)
        - Length/Width: 850ft/10ft
        - Driveways: 4-5
- Roadway Widening (pavement, C&G, pedestrian access ramps) Curb Returns
    - NE corner of 700 S and 500 West

STRUCTURES

- The box-culvert at Dry Creek will be extended to meet new roadway widening and future sidewalk based on existing shape. Sidewalk will be integral to the curb over the structure, similar to the north side.
- Structures work to be completed by Lehi Structural Engineer
- Railings will be added to the south headwall to match existing railing on north side.
- No other structures will be required

SIGNING AND STRIPING

- 25 MPH Design Speed and Posted Speed Limit
- Green Thermoplastic Messages for conflict zones across intersections
- Develop Bike Wayfinding Signage at intersections with other bike routes/trails
    - Route Confirmation
    - Route Directional Assemblies
    - Route Trailblazing
    - Route with Wayfinding to Destinations with Distance
    - Street Name Signs with Bike Symbol for all roads with on street bike facilities

ROADWAY DRAINAGE

- No retention or detention basins for flood control will be required on the project.

- Proposed drainage systems will outfall into existing systems that have adequate capacity to handle the additional flows from the project. For locations where an adjacent existing system isn't present sumps may be required.
- Proposed storm drain design will not outfall into other entities drainage systems and Drainage Agreements will not be necessary
- The design of proposed roadway drainage features will be placed at low points and curb returns, where needed to stop water going around corner.
- The proposed culvert extension conveying Dry Creek will maintain the same cross section and slope
- Drainage System (Inlets, and Piping) Segments
    - 700 S Widening 1 - 2145 West (South)
        - Drainage Pipe Length: 0 ft
        - Number of Inlets: 0
    - 700 S Widening 2 - 1915 West (North)
        - Drainage Pipe Length: 0 ft
        - Number of Inlets: 0
    - 700 S Widening 3 - 1350 West (South)
        - Drainage Pipe Length: 0 ft
        - Number of Inlets: 0
    - 700 S Widening 4 - 1000 West (South)
        - Drainage Pipe Length: 20 ft
        - Number of Inlets: 2
    - 700 S Widening 5 - 1000 West (North)
        - Drainage Pipe Length: 0 ft
        - Number of Inlets: 0
    - 500 W Widening 6 – 850 South (East)
        - Drainage Pipe Length: 100 ft
        - Number of Inlets: 2
- Irrigation System Segments
    - 700 S Widening 3 - 1350 West (South)
        - Irrigation Pipe Length: 340 ft
        - Number of Cleanout Boxes: 2
    - 700 S Widening 4 - 1000 West (South)
        - Irrigation System: 25 ft Culvert Extension

WATER QUALITY

- Project will be adding more than 1 acre of new impervious area
- The project's volume reduction goal will be based off the 80th percentile storm
- Long term volume reduction bmp approaches will be coordinated with Lehi City
- Any vegetation in the park strip associated with the water quality features will require irrigation
- Drainage water quality documentation for capture volume and goals will be required
- Lehi City's preference for gathering infiltration data used for volume reduction is perc test

EROSION CONTROL

- Project will be disturbing more than 1 acre
- Avenue to complete SWPPP and erosion control plan. SWPPP to be updated by contractor.

IRRIGATION

- Existing gravity irrigations systems will be impacted at:

  - 700 South Widening 3 and 4
- Impacted irrigation system will be moved parallel to roadway in similar configuration that exists now or piped in existing condition

UTILITIES

- Lehi will be exercising its franchise agreement with 3rd Party Utility Companies located within the roadway
- Avenue will facilitate coordination with up to five (5) 3rd Party Utilities to coordinate design impacts, collect their designs to incorporate into project, coordinate timing of work. These 3rd Party Utilities include Comcast, Rocky Mountain Power, AT&T, Centracom, CenturyLink, Dominion
- Utility designs completed by Avenue will be limited to resetting of manholes, valves and meters due to any changes in existing grade as well as relocation of any hydrants/fire line/blow-off connections and meters needing to be extended for widened cross section
- Level A utility data will be collected (by SUE Solutions) for existing utilities under widening and new drainage pipe crossings
  - Surveyor procured by Lehi City will collect test hole location surveys
  - Lehi City and surveyor will provide Level D utility data
- Residential utility connections for sewer, culinary water, and pressurized irrigation water for approximately 7 homes located in widening sections

PUBLIC OUTREACH

- Flyering and post on Lehi City Website
- One-on-meetings with up to four (4) impacted property owners

PROJECT DELIVERY ASSUMPTIONS:

- Design will be complete in MicroStation/InRoads and converted into AutoCAD files for delivery to Lehi
- Plan Set – Plan Sheets will be completed in 40 scale unless otherwise noted.
- Specifications
  - Avenue will create Spec book for project. Avenue will assist with development of specials (assume 2 new specials) as well as limitations of operations for construction.
- Bidding Tab and M&P
  - Avenue will create bidding tab as well as creating the M&P utilizing any standard conventions used by Lehi
- Lehi will be responsible for bidding the project
- Milestones submittals will be: Kickoff and Scoping, 30% Project Development, 60% Project Development, and Final Detailing and Project Documentation
  - Kickoff and Scoping
    - One (1) Meeting to develop project understanding and develop concepts to look into for scoping
  - 30% Project Development
    - Layout of project design, initial roadway modeling to connect widened areas to existing curb and gutter and roadway, storm drain/irrigation configuration, initial utility conflicts
    - Deliverables: Scroll Plot, KMZ, 30% Estimate
    - One (1) Week Review
    - 30% Review Meeting
  - 60% Project Development

- Finalize design of layout, roadway modeling, storm drain/irrigation, identify utility conflicts, initiate 3rd Party configuration, and ROW
- Deliverables: Plan Set (Roadway [Horizontal Control, Typical, Plan], Structures, Signing & Striping, Storm/Irrigation [Plan and Profile], Utilities)
- Two (2) Week Review
- 60% Review Meeting

- Final Detailing and Project Documentation
  - Detail agreed to design layouts to create a constructible bid set
  - Develop special provisions required for project
  - Assemble standard specification book with Bid Tab
  - Deliverables: Plan Set (Roadway [Horizontal Control, Typical, Plan, Grading], Structures [Detailing, Plan & Profile], Signing & Striping [Plan and Signing Detail], Storm/Irrigation [Detail, Plan and Profile], Utilities), Specification Book, Final Estimate
  - Two (2) Week Review
  - Final Review Meeting

DETAILED WORK PLAN

The following tasks will be performed in support of this scope of work.

Scoping — Task 1

Task1a: Collect Drone Aerial Imagery

OVERVIEW: Obtain Drone Aerial Imagery. Surveyed ground control points needed to orthorectify imagery.

SUB TASKS:

- Collect drone aerial imagery
- Create orthorectified aerial tied to surveyed ground control points
- Provide Lehi City Surveyor with location of ground control points
- Perform QC Review

DELIVERABLES:

- Orthorectified aerial image files (DWG and TIFF)

ASSUMPTIONS:

- Ground control points will be coordinated with survey team

Task 1b: Develop Project Scope

OVERVIEW: Determine the preliminary project footprint.

SUB TASKS:

- Review Survey files for completeness
- Develop Preliminary Typical Section
- Determine Preliminary Project Layout
- Prepare Preliminary Project Layout Review Drawing (PDF Scroll Plot/KMZ)
- Schedule and Hold Site Visit
- Develop Preliminary Estimate
- Perform QC Review

DELIVERABLES:

- Preliminary Layout Review Drawing
- Preliminary Estimate

Task 1c: Kickoff/Scoping Meeting

OVERVIEW: Prepare for and hold the initial project team meeting. The purpose of the meeting is to introduce team members, familiarize the team with the project, review the proposed project scope, schedule, and budget, and to commit to the project's success.

SUB TASKS:
- Develop Meeting Agenda
- Invite Meeting Attendees
- Hold Meeting Remotely (using the City's preferred video conference program)
- Compile and Distribute Meeting Notes

DELIVERABLES:
- Kickoff/Scoping Meeting Agenda
- Kickoff/Scoping Meeting Notes

30% Design Development — Task 2

Task 2a: Develop Initial Drainage/Irrigation Design

OVERVIEW: Develop preliminary drainage design.

SUB TASKS:
- Develop Drainage Criteria
- Coordinate with Maintenance Team
- Drainage Site Visit
- Develop Preliminary Drainage Layout
- Develop Preliminary Water Quality Approach
- Develop Preliminary Irrigation Layout
- Conduct Conflict Analysis
- Coordinate with Roadway Design Team
- Coordinate with Survey Team
- Coordinate with Utilities Team
- Develop Preliminary Drainage Cost Estimate
- Perform QC Review and Documentation

DELIVERABLES:
- Initial Drainage Design Layout

Task 2b: Initial Roadway Design

OVERVIEW: Establish horizontal and vertical alignments along existing roadway profile. Model widening areas.

SUB TASKS:
- Develop Horizontal and Vertical Alignments
- Develop Initial Roadway Model
- Update Initial Striping Layout
- Develop intersection channelization and midblock crossing designs
- Update Typical Section
- Update Roadway Cost Estimate

- Perform QC Review and Documentation

DELIVERABLES:
- 30% Cost Estimate
- 30% Design Review
    - Typical Section
    - Layout (PDF Scroll Plot/KMZ)

ASSUMPTIONS:
- Existing roadway slope will be maintained through widening areas
- Sidewalk/trail will be shown in all locations
- No signing will be developed during this task

Task 2c: 30% Review Meeting

OVERVIEW: This meeting is to review consistency, accuracy, and constructability within the project scope and discuss available funding. It will be limited to a smaller group of selected staff.

SUB TASKS:
- Compile Project Cost Estimate
- Compile 30% Review Package
- Prepare Meeting Agenda
- Distribute Review Package (provide 1 week review time)
- Hold Meeting Remotely
- Compile Meeting Notes
- Compile 30% Review Comments and Submit Initial Dispositions and Responses

DELIVERABLES:
- 30% Review Package
- 30% Review Meeting Agenda
- 30% Review Package
- 30% Review Meeting Notes
- 30% Review Comment Resolution

60% Design Development — Task 3

Task 3a: Complete Drainage Design

OVERVIEW: Complete design of the roadway drainage and open channel drainage features.

SUB TASKS:
- Address 30% Review Comments
- Complete Storm Drain Design
- Complete Irrigation Design
- Identify Potential Design Conflicts
- Prepare Preliminary Drainage Plan and Profile Sheets
- Update Drainage Cost Estimate
- Perform QC Review and Documentation

DELIVERABLES:
- Drainage Design
- Preliminary Drainage Plan and Profile Sheets
- 60% Drainage Quantities/Cost Estimate

Task 3b: Complete Roadway Design

OVERVIEW: Finalize the roadway model and design. Modify the design based on reviewer comments and continued coordination with project team members. Modify the design as necessary to include other discipline needs like drainage facilities, utilities, signing, and striping. Create preliminary roadway plan sheets. Right-of-Way lines will be developed and coordinated with the City and their acquisition team.

SUB TASKS:

- Assess 30% Review Comments
- Complete Roadway Design
- Develop Title, Index, and Horizontal Control Sheets
- Develop Preliminary Roadway Plan & Profile Sheets
- Develop Right-of-way required to construct work for Survey to finalize documents
- Update Preliminary Typical Section Plan Sheets
- Update Roadway Quantities/Cost Estimate
- Perform QC Review and Documentation

DELIVERABLES:

- Title, Index and Horizontal Control Sheets
- Preliminary Roadway Plan & Profile Sheets
- Preliminary Typical Section Plan Sheets
- 60% Roadway Quantities/Cost Estimate

Task 3c: Complete Signing and Striping Design

OVERVIEW: Using the roadway model as a guide, develop the signing and striping design for the project. Develop preliminary signing and striping sheets.

SUB TASKS:

- Develop Signing and Striping Design
- Create Preliminary Signing and Striping Plan Sheets
- Develop Signing, and Striping Cost Estimate
- Perform QC Review and Documentation

DELIVERABLES:

- Preliminary Signing and Striping Plan Sheets
- Signing, Striping Quantities/Cost Estimates

ASSUMPTIONS:

- Signing for entire corridor to include all regulatory, warning, and wayfinding for bike lanes/trails, intersections, and widening areas.
- All impacted existing regulatory and warning signs, around the intersections and along the widening sections, will be removed. Street Name signs will be relocated as needed.

Task 3d: Identify Potential Utility Conflicts & Initial Coordination

OVERVIEW: Identify potential utility conflicts through coordination with utility owners and designers. Obtain preliminary relocation costs from utility owners.

SUB TASKS:

- Evaluate Potential Utility Conflicts
- Coordinate Utility Information Meeting
- Perform QC Review and Documentation

DELIVERABLES:

- Initial Utility Company Cost Estimate(s)

Task 3e: Complete Utility Designs

OVERVIEW: Preliminary utility relocations plan sheets and cost estimate completed by Avenue will be limited to resetting of manholes, valves, and meters due to any changes in existing grade as well as relocation of any hydrants/fire line connections and meters needing to be extended for widened cross section. 3rd Party Utility designs will be incorporated into the plan sheets for information only.

SUB TASKS:

- Complete Utility Relocation Design
- Develop Preliminary Utility Plan Sheets
- Perform QC Review

DELIVERABLES:

- Preliminary Utility Relocation Plan Sheets

Task 3f: 60% Review Meeting

OVERVIEW: The 60% review is the review of all major roadway, drainage/irrigation, utility, and ROW designs. The meeting should include reviews of available funding, along with design consistency, accuracy, and constructability within the project scope.

SUB TASKS:

- Finalize 60% Review Comment Resolution Form
- Update Project Cost Estimate
- Prepare 60% Review Package (provide 2 week review time)
- Distribute Review Package
- Compile 60% Review Comments and Submit Initial Dispositions and Responses

DELIVERABLES:

- 30% Review Comment Resolution Form
- 60% Review Package
- 60% Review Comment Resolution Form

Final Detailing and Project Documentation — Task 4

Task 4a1: Complete Drainage Plan Sheets and Documents

OVERVIEW: Revise the drainage design based on the plan-in-hand review. Complete drainage plan set and documents. Finalize the drainage report.

SUB TASKS:

- Address 60% Review Comments
- Revise Drainage Design
- Complete Drainage Plan and Profile Sheets
- Complete Drainage Detail Sheets
- Finalize Drainage Quantities/Cost Estimate
- Complete Water Quality Design
- Complete Drainage Report
- Perform QC Review and Documentation

DELIVERABLES:

- Drainage Plan Sheets
- Drainage Quantities/Cost Estimate
- Drainage Project Documents
- Drainage Report

Task 4b: Complete Roadway Plans and Documents

OVERVIEW: Complete the roadway plan sheets and create roadway plan summaries, and details. Prepare and assemble roadway project documents. Finalize roadway cost estimate.

SUB TASKS:
- Address 60% Review Comments
- Finalize Roadway Design
- Complete Title, Index, General Notes Sheets
- Complete Roadway Plan Sheets
- Complete Typical Section Sheets
- Complete Roadway Detail Sheets
- Complete Grading Plan Sheets as needed
- Finalize Roadway Quantities/Cost Estimate
- Develop Roadway Project Documents
- Perform QC Review and Documentation

DELIVERABLES:
- Roadway Sheets
- Roadway Quantities/Cost Estimate
- Roadway Project Documents

Task 4c: Complete Signing and Striping Plans and Documents

OVERVIEW: Finalize the signing and striping plan set and create summary sheets. Prepare and assemble the signing and striping project documents, including final cost estimate.

SUB TASKS:
- Address 60% Review Comments
- Finalize Signing and Striping Design
- Complete Signing and Striping Plan Sheets
- Complete Signing and Striping Detail Sheets
- Finalize Signing and Striping Quantities/Cost Estimate
- Develop Signing and Striping Project Documents
- Perform QC Review and Documentation

DELIVERABLES:
- Signing and Striping Sheets
- Signing and Striping Quantities/Cost Estimates
- Signing and Striping Project Documents

ASSUMPTIONS:
- Sign detail sheets will be completed for any custom signs
- Striping detail sheets will be created for any non-standard pavement message

Task 4d: Final Design Utility Coordination

OVERVIEW: Final coordination with utility owners to provide guidance and information to complete utility relocation plans. Hold a meeting to resolve any remaining conflicts and prepare for the construction stage.

SUB TASKS:
- Hold Final Utility Coordination Meetings
- Review Utility Company Plans, Schedules, and Cost Estimates

DELIVERABLES:
- Utility Company Plans, Schedules, and Cost Estimates

Task 4U3: Complete Utility Plans and Documents

OVERVIEW: Complete utility plans and documents.

SUB TASKS:
- Address 60% Review Comments
- Finalize Utility Relocation Design
- Complete Utility Relocation Plan Sheets
- Complete Utility Detail Sheets
- Finalize Utility Relocation Quantities/Cost Estimate
- Perform QC Review and Documentation

DELIVERABLES:
- Utility Relocation Plan Sheets
- Utility Relocation Quantities/Cost Estimate

Task 4f: Final Review Meeting

OVERVIEW: The purpose of this meeting is to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements. The meeting should include reviews to determine consistency, accuracy, and constructability.

SUB TASKS:
- Finalize 60% Review Comment Resolutions Form
- Update Project Cost Estimate
- Prepare Final Review Package (Provide 2-week review)
- Prepare Meeting Agenda
- Distribute Review Package
- Hold Meeting
- Compile Meeting Notes
- Compile Final Review Comments and Submit Initial Dispositions and Responses

DELIVERABLES:
- 60% Review Comment Resolution form
- Final Review Package
- Final Meeting Agenda
- Final Review Package
- Final Meeting Notes
- Final Review Comment Resolution Form

Final Packaging and Bidding — Task 5

Task 5a: Incorporate Final Review Comments and Assemble Final Bid Package

OVERVIEW: Make revisions based on comments made during Final Review. Final Bid Package will be assembled and delivered for the City to advertise.

SUB TASKS:
- Address and Incorporate Final Review Comments
- Revise Project Cost Estimate
- Perform QC Review
- Revise Plans and Project Documents (if needed)
- Compile Advertising Plans and Project Documents

DELIVERABLES:
- Final Comment Resolution Form
- Final Project Cost Estimate
- Final Plan Set and Project Documents including Bid Tab

Project Management — Task 6

Task 6a: Public Involvement

OVERVIEW: Activities during this phase set the stage for efficient and effective public outreach.

SUB TASKS:
- Create Project Flyer
- Distribute Project Flyer
- Assist in one-on-one online meetings with up to four (4) impacted

DELIVERABLES:
- Project Flyer

Task 6b: Project Management

OVERVIEW: This activity is for the Project Manager oversight of the project through the entire design phase. This task also includes hours necessary for team meetings (outside of milestone meetings).

SUB TASKS:
- Facilitate Coordination Between Disciplines
- Schedule and Hold Project Team Meetings and Facilitate Meeting Notes (6 total meetings)
- Update/Review Schedule in MS Project
- Review/Process Consultant Invoices

DELIVERABLES:
- Team Meetings and Meeting Notes
- Updated Project Schedule
- Processed Invoices

700 South Cycle Track **Avenue Project No.** 20-028 **Date** 9/10/2020

PROJECT ACTIVITIES	Alexis Walters	Blair Tomten	David Webb	Derek Lahusen	Kraig Rasmussen	Laura Ingersoll	Nick Stephens	Spencer Taylor	Tessa Katwyk	Tiffany Carlson	Megan Jacques	Total Hours	Burdened Labor Cost
	$ 100.00	$ 146.00	$ 112.00	$ 192.00	$ 131.00	$ 123.00	$ 98.00	$ 106.00	$ 67.00	$ 166.00	$ 81.00		
Task 1a: Collect Drone Aerial Imagery	0	0	0	0	0	0	10	0	0	0	0	10	$ 980.00
Task 1b: Develop Project Scope	23	9	0	5	3	0	0	0	0	0	0	40	$ 4,967.00
Task 1c: Kickoff/Scoping Meeting	3	3	0	4	0	0	0	0	0	0	0	10	$ 1,506.00
Task 1: Kickoff/Scoping	**26**	**12**	**0**	**9**	**3**	**0**	**10**	**0**	**0**	**0**	**0**	**60**	**$ 7,453.00**
Task 2a: Develop Initial Drainage Design	0	0	0	0	8	0	16	0	0	0	0	24	$ 2,616.00
Task 2b: Model Initial Roadway Design	66	10	8	2	0	0	0	0	0	0	0	86	$ 9,340.00
Task 2c: 30% Review Meeting	7	6	0	6	6	0	0	0	0	0	0	25	$ 3,514.00
Task 2: 30% Design Development	**73**	**16**	**8**	**8**	**14**	**0**	**16**	**0**	**0**	**0**	**0**	**135**	**$ 15,470.00**
Task 3a: Complete Drainage Design	0	0	0	0	16	0	40	0	0	0	0	56	$ 6,016.00
Task 3b: Complete Roadway Design	116	6	12	10	0	0	0	0	0	0	0	144	$ 15,740.00
Task 3c: Complete Signing and Striping Design	80	16	8	0	0	0	0	0	0	0	0	104	$ 11,232.00
Task 3d: Identify Potential Utility Conflicts	0	0	0	16	2	0	2	26	0	0	4	50	$ 6,610.00
Task 3e: Complete Utility Designs	0	0	8	4	0	0	0	34	0	0	0	46	$ 5,268.00
Task 3f: 60% Review Meeting	9	8	0	8	4	0	0	0	0	0	0	29	$ 4,128.00
Task 3: 60% Design Development	**205**	**30**	**28**	**38**	**22**	**0**	**42**	**60**	**0**	**0**	**4**	**429**	**$ 48,994.00**
Task 4a: Complete Drainage Plan Sheets and Documents	0	0	0	0	16	0	54	0	0	0	0	70	$ 7,388.00
Task 4b: Complete Roadway Plans and Documents	90	8	16	4	0	0	0	0	0	0	0	118	$ 12,728.00
Task 4c: Complete Signing and Striping Plans and Documents	46	8	12	0	0	0	0	0	0	0	0	66	$ 7,112.00
Task 4d: Final Design Utility Coordination	0	0	0	10	0	0	0	16	0	0	4	30	$ 3,940.00
Task 4e: Complete Utility Plans and Documents	0	0	8	3	0	0	0	30	0	0	0	41	$ 4,652.00
Task 4f: Final Review Meeting	10	10	0	10	7	0	0	0	0	0	0	37	$ 5,297.00
Task 4: Final Detailing and Project Documentation	**146**	**26**	**36**	**27**	**23**	**0**	**54**	**46**	**0**	**0**	**4**	**362**	**$ 41,117.00**
Task 5a: Incorporate Final Review Comments and Assemble Final Bid Package	20	12	12	10	8	0	12	6	0	0	0	80	$ 9,876.00
Task 5: Final Packaging and Bidding	**20**	**12**	**12**	**10**	**8**	**0**	**12**	**6**	**0**	**0**	**0**	**80**	**$ 9,876.00**
Task 6a: Public Involvement	3	3	0	6	0	16	0	0	0	15	21	64	$ 8,049.00
Task 6b: Project Management	12	40	0	16	10	0	0	4	24	0	0	106	$ 13,454.00
Task 6: Project Management	**15**	**43**	**0**	**22**	**10**	**16**	**0**	**4**	**24**	**15**	**21**	**170**	**$ 21,503.00**
Summary of Hours	485	139	84	114	80	16	134	116	24	15	29	1156	**$ 144,413.00**
Summary of Raw Labor Expense	$ 48,500.00	$ 20,294.00	$ 9,408.00	$ 21,888.00	$ 10,480.00	$ 1,968.00	$ 13,132.00	$ 12,296.00	$ 1,608.00	$ 2,490.00	$ 2,349.00		

Direct Expenses

Description	Rate	Quantity	Cost
Travel (mileage)	$ 0.575	500	$ 287.50
Total			$ 287.50

	Total
Burdened Labor Cost Subtotal	$ 144,413.00
Direct Expenses	$ 287.50
Total	$ 144,700.50

SUE Solutions, Inc.

AMENDED v.2 - SCOPE OF WORK & BUDGET

Project Name: LEHI CITY 700 SOUTH CYCLE TRACK PROJECT

September 10, 2020

DISCLAIMER: The following Scope of Work and Budget is for ***SUE Quality Level A (test holes) only***. ***ALL*** utility mapping activities equating to SUE Quality Level D (utility mapping research and CAD activities; NO horizontal accuracy; Conceptual purposes only), SUE Quality Level C (physical survey of utility features such as telephone pedestals, CATV boxes, communication vaults, power poles, water valves, etc.; and "dipping" of existing sewer and storm drain features for inverts, sizing, material, and connectivity), and SUE Quality Level B (designating; horizontal locating) are ***EXCLUDED***. These tasks as described are to be performed and completed by Lehi City. Should Lehi City request any SUE Quality Level D, SUE Quality Level C, or SUE Quality Level B activities from SUE Solutions, Inc., a contract modification will be required.

Task: IDENTIFY UTILITY DEPTH (SUE QL-A; Test Holes): SUE Solutions will provide SUE Quality Level A (test holes; vacuum excavation) for the referenced project of Lehi City; 700 South Cycle Track project located in Lehi City, Utah (Utah County). The test hole locations and actual quantities are yet to be determined. Upon the request of Avenue Consultants, and for scoping and budgeting purposes, SUE Solutions has included the completion of twenty (20) test holes. It is assumed that ten (10) test holes are to be performed within the existing hard-surface areas, and ten (10) test holes are to be performed within the existing unimproved surface areas. The final locations and quantities of test holes required are to be determined by Avenue Consultants and/or Lehi City. SUE Solutions ***WILL*** invoice for the "actual" quantities of test hole dependent upon their locations (asphalt/hard-surface OR unimproved surface). Therefore, the budget as provided is subject to change dependent upon the actual locations of those test holes completed. For additional test holes above and beyond the twenty (20) as currently scoped and budgeted, a contract modification will be required. SUE Solutions as part of this SUE Quality Level A (test holes; vacuum excavation) process, scope of work and budget, will also provide the blue stake coordination, pre-marking of test hole locations as required by Blue Stakes, utility owner notification (if required), permitting, bonding, and traffic control measures.

EXCLUSIONS: ALL survey *(To be completed by Surveyor; Lehi City)* and CAD related activities pertaining to the SUE Quality Level A test hole activities. These tasks are to be completed by Avenue Consultants and/or Lehi City.

EXPECTATIONS: It is expected that Avenue Consultants or Lehi City provide the test hole locations to SUE Solutions prior to the commencement of the potholing activities.

ASSUMPTIONS: The success of locating and finding the existing utility being potholed, is ***largely*** contingent upon the existing ground conditions (i.e.: depth and consistency of existing rock (rock 6 inches or greater); ground water; etc.), and ***accuracy*** of the horizontal markings provided by Blue Stakes. SUE Solutions will make every reasonable effort to locate and expose the utility; however, if the existing ground conditions consist of any, all, or other conditions as previously mentioned, or if the horizontal location of the blue stake markings are inaccurate, a possibility of not being able to successfully expose and verify the utility exists.

DATA MANAGEMENT (Survey and Mapping): ALL survey *(To be completed by Surveyor; Lehi City)* and CAD related activities pertaining to the SUE Quality Level A test hole activities. These tasks are to be completed by Avenue Consultants and/or Lehi City.

SCHEDULING (Quality Level A Schedule): The schedule for completion of the Quality Level A SUE activities (test holes), will be cooperatively determined and agreed to by Avenue Consultants, SUE Solutions, and Lehi City. It is anticipated that the Quality Level A test hole activities will take place during "normal" daytime hours and conditions. This scope of work also ***DOES NOT*** account for any weather related delays. In the event weather becomes an issue (lasting more than one (1) day in duration), SUE Solutions will contact Avenue Consultants to discuss a possible course of action. Three and one half (3 ½) working days have been estimated for the Quality Level A activities.

DELIVERABLE:

1. SUE Level A Test Hole Data Sheets & photographs

TASKS INCLUDE:

1. Quality Level A Locating (test holes; vacuum excavation)

BUDGET:

AMENDED v.2 - SCOPE OF WORK AND BUDGET PROJECT NAME: LEHI CITY 700 SOUTH CYCLE TRACK PROJECT				
Project Description: *Subsurface Utility Engineering; Quality Level D and Quality Level A*				
Item		**Estimated Qty.**	**Unit Price Rate**	**Total Item Cost**
Utility Coordination (Project Coordinator) - *(Utility research, Field Research, Pre-Marking & Coordination of Blue Stake efforts, Utility Coordination Meetings, etc.)*	Labor (Per Hour)	12	$126.97	$1,523.64
SUE QL-A Potholing - Field Work per Hole **(ASPHALT / CONCRETE)** (std. soil and pavement conditions and daytime scheduling; 0-6 ft. depth)	Labor and Equipment	10	$675.00	$6,750.00
SUE QL-A Potholing - Field Work per Hole **(UNIMPROVED SURFACE)** (std. soil and pavement conditions and daytime scheduling; 0-6 ft. depth)	Labor and Equipment	10	$595.00	$5,950.00
Traffic Control - Per Day (typical one lane closure, std. shift)	Labor and Equipment	3.5	$1,240.00	$4,340.00

TOTAL UNIT COST: $18,563.64

Terms and Conditions:

1. This proposal will remain valid for a period of sixty (60) days (unless otherwise stated) from the date of this proposal. The rates and prices quoted on the Project are firm for a period not to exceed one (1) year. Any work required to be performed after these periods may have costs adjusted to reflect the prevailing rates at that period of time.

2. The above rates are intended only for the above named recipient(s) and contain information that is proprietary and confidential. Any redistribution or dissemination of the above information, without prior written authorization from SUE Solutions, Inc. is STRICTLY prohibited. Additionally, this information shall not be considered legally binding upon SUE Solutions Inc. in any manner except as affirmed in a duly executed written instrument or contract under original signature from an authorized representative of SUE Solutions.

Shawn W. Kamp, *Project Manager*
3160 West Clubhouse Drive
Suite D
Lehi, Utah 84043
801-885-6745 (cellular); 801-407-8700 x140 (office); Email: skamp@suesolutions.com

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Lorin Powell
Submitting Department: Engineering
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Resolution #2020-65, approving an Interlocal Cooperation Agreement between Lehi City and Mountainland Association of Governments ("MAG"), for the 700 South Cycle Track.
Petitioner: Lehi City

Suggested Action:
In 2014 Lehi City received approval for funding from the Mountainland Association of Governments (MAG) to construct a cycle track along 700 South from 500 West to 2300 West and bike lanes along 500 West from Pioneer Crossing to 700 South. This funding is now available for the design and construction of these roadway widening and bicycle improvements. The attached Agreement spells out the terms and conditions relative to Lehi's receipt of this funding for the design and construction of these improvements.

Approve the Agreement and authorize the Mayor to sign the Agreement.

Attachments:
Res 2020-65.docx

Lehi - MAG 700 South Cycle Track Agreement - for Council Approval.pdf

RESOLUTION NO. 2020-65

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MOUNTAINLAND ASSOCIATION OF GOVERNMENTS ("MAG") AND LEHI CITY FOR THE 700 SOUTH CYCLE TRACK PROJECT

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens;

WHEREAS, pursuant to the Interlocal Act the parties desire to work together through joint and cooperative action that will benefit the residents of Lehi City;

WHEREAS, both MAG and Lehi City desire to facilitate the construction of a pedestrian bridge project knows as the Triumph Boulevard Pedestrian Bridge Project which consists of a bridge structure, abutments, and trail connections to the existing Historic Utah Southern Rail Trail, across Triumph Boulevard;

WHEREAS, on September 22nd, 2020, 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 Interlocal Cooperation Agreement with MAG; 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 Interlocal Cooperation 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 it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 22nd day of September, 2020.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

Agreement No. 2020-1
Account No. 110

INTER-LOCAL COOPERATION AGREEMENT

between
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS and
LEHI CITY

For A Project Known As

700 SOUTH CYCLE TRACK

THIS AGREEMENT, made and entered into this day of September 2020, by and between **MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (Program Manager)**, an inter-local agencyof the State of Utah, with principle offices located at 586 East 800 North, Orem UT and **LEHI CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 153 North 100 East, Lehi.

RECITALS:

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a Cycle Track project known as 700 South Cycle Track (**Approved Project**) which consists of a cycle track along 700 South in Lehi; and

WHEREAS, the Project Sponsor approved this Agreement by the commission, board, council, or other body or officer vested with the executive power of the public agency.

WHEREAS, the Program Manager approved this Agreement by the commission or officer

vested with the executive power.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Mountainland Association of Governments TIP Projects Manager shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Mountainland Financial Manager/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in such agreement as an Exhibit.

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

1) **Project Scope –** 1) The project is anticipated to be completed in one phase, which may stretch between calendar years. The project will include the construction of protected bike lanes on 700 South from 2300 West to 500 West and includes bike lanes on 500 West from 700 South to Pioneer Crossing and generally includes: Roadway widening in undeveloped areas to include curb and gutter and a 58-foot asphalt width on 700 South and a 48-foot asphalt width on 500 West; widening of a box culvert where 700 South crosses Dry Creek; a mid-block pedestrian crossing for the Dry Creek Trail as it intersects 700 South adjacent to the widened box culvert; one-way protected bike lanes on the north and south side of 700 South using on-street parking, paint, and reflector poles as protection; protected intersections at 500 West, 1100 West, 1700 West, and 2300 West utilizing paint and reflectors (or other cost-effective surface mounted delineators) for intersection protection; and bike lane striping along 500 West.

2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.

3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary rights-of-way (ROW), bid out and manage the construction of the Approved Project.

    a) **Design Standard -** The design and construction of the Approved Project will meet or exceed Lehi City standards.

    b) **Environmental Work -** The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process, or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed), or any other stricter environmental process under local or federal law. The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered

Species Act, Clean Water Act, etc.), and any other local or government agency requirements for the Approved Project.

c) **Design Work -** The Project Sponsor will involve the Program Manager at the following design milestones:

(1) Kickoff Meeting,

(2) 30% Scope and Schedule Review,

(3) 60% On Site Plan Review,

(4) 90% Plans, Specifications and Estimate,

d) **Final Design Approval** - Once project design is completed, the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.

e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document, or as required by Utah law.

f) **Construction Advertising** - To advertise construction, the Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the advertisement and the notice of award to the Program Manager.

4) **Project Signage/Contact Info -** It is recommended that the Project Sponsor install signage informing the public of the following:
   a) Project name.
   b) Project description.
   c) Start and completion dates (general).
   d) Contact name, phone number, website address, email.
   e) Use the sentence "This project funded with Mountainland Transportation Funding".
   f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
   g) Generally, one sign at each access point to the project shall be installed.

h) Signs should be at least 4’ x 6’, or large enough for passing motorists to read.
i) Signs should be installed prior to construction and stay in place through construction.

5) **Construction Process -** The Project Sponsor will manage the construction process.
   a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.

6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.

7) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, resolutions, and approvals.

8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed $1,721,251

9) Total Project Cost) for the direct costs of the Approved Project.

   a) **Matching Funds -** The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as soft match toward the required 6.77% matching funds required from the Project Sponsor. Soft match being used as the required match for this project will be submitted to Program Manager as it comes available, and may include the following:
      i) Property within the project corridor dedicated to Lehi City after September 01, 2014.
      ii) Public Utility Easements (PUE's) within (or adjacent to) the Approved Project dedicated to Lehi City after September 01, 2014.

iii) Preliminary Engineering or Survey design costs expended after September 01, 2014 related to the Approved Project.

b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal years for MAG Exchange Funds begin each year on October 1st or as otherwise designated in the Cooperative Agreement between MAG and UDOT, and for County Transportation Sales Tax Funds on January 1st. The Approved Project has $1,721,251 in 2020.

c) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year through a cooperative agreement with UDOT. The exchange process requires that MPO federal funds be exchanged with UDOT for state funds on an annual basis. The federal funds are made available by congress, the release of funds can fluctuate yearly. County Transportation Sales Tax funds are generally available each January and are generated by sale tax revenue, which can fluctuate with the economy. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require the Approved Project to be placed on hold by the Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT and/or Utah County.

d) **Reimbursement -** The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one quarterly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed $1,604,722 (Total Project Cost less Matching Funds). Any costs which exceed

$1,604,722 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve each itemized invoice and will reimburse the total invoice amount less the required matching funds.

e) **Cost Overruns -** The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of $500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.

f) **Surplus Funds -** Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved though the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

10) **Liability, Ownership and Maintenance of Approved Project** - The Project sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.

11) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.

12) **Other Expenses -** Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.

13) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.

14) **Recitals -** The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be one of the following: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this Agreement must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of other approved projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. Extra work shall be outlined in a new exhibit.

Section 10. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions

duly and lawfully passed, on the dates listed below:

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

Authorized and passed on this 15 day of June 2020,

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

_____

Andrew Jackson, Executive Director

ATTEST:

_____

Steven Johnson, Chief Financial Officer

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____

(enter name, title)

LEHI CITY

Authorized and passed on this day of September 2020,

LEHI CITY
UTAH COUNTY, UTAH

_____
Mayor

ATTEST:

_____
(enter name, title)

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
(enter name, title)

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Lorin Powell
Submitting Department: Engineering
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Resolution #2020-67, approving an Interlocal Cooperation Agreement between Mountainland Association of Governments (MAG") and Lehi City for the Triumph Boulevard Pedestrian Bridge Project.
Petitioner: Lehi City

Suggested Action:
In 2010 Lehi City utilized funding from the Mountainland Association of Governments (MAG) to construct the Historic Utah Southern Rail Trail (HUSRT) along the railroad tracks from 300 North to SR-92. In 2014 & 2015 Lehi City extended the future Triumph Blvd from the Hospital to SR-92, which severed a section of this Rail Trail. Lehi City has been actively seeking for funds to install a pedestrian bridge across this roadway, allowing for the reconnection of this Rail Trail. Earlier this year Lehi City contacted MAG and requested a transfer of $400,000 in funds for the construction of this bridge structure across Triumph Blvd, which was approved. The attached Agreement spells out the terms and conditions relative to Lehi's receipt of this funding for the design and construction of this pedestrian bridge.

Approve the Agreement and authorize the Mayor to sign the Agreement.

Attachments:
Res 2020-67.docx

Triumph Pedestrian Bridge Contract - Lehi and MAG Final.pdf

RESOLUTION NO. 2020-67

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MOUNTAINLAND ASSOCIATION OF GOVERNMENTS ("MAG") AND LEHI CITY FOR THE TRIUMPH BOULEVARD PEDESTRIAN BRIDGE PROJECT

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens;

WHEREAS, pursuant to the Interlocal Act the parties desire to work together through joint and cooperative action that will benefit the residents of Lehi City;

WHEREAS, both MAG and Lehi City desire to facilitate the construction of a pedestrian bridge project knows as the Triumph Boulevard Pedestrian Bridge Project which consists of a bridge structure, abutments, and trail connections to the existing Historic Utah Southern Rail Trail, across Triumph Boulevard;

WHEREAS, on September 22nd, 2020, 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 Interlocal Cooperation Agreement with MAG; 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 Interlocal Cooperation 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 it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 22nd day of September, 2020.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

Agreement No. 2020-2
Account No. 110

INTER-LOCAL COOPERATION AGREEMENT
between
MOUNTAINLAND ASSOCIATION OF GOVERNMENTS and
LEHI CITY

For A Project Known As

TRIUMPH BOULEVARD PEDESTRIAN BRIDGE

THIS AGREEMENT, made and entered into this 22 day of September 2020, by and between **MOUNTAINLAND ASSOCIATION OF GOVERNMENTS (Program Manager)**, an inter-local agencyof the State of Utah, with principle offices located at 586 East 800 North, Orem UT and **LEHI CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 153 North 100 East, Lehi Utah.

RECITALS:

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a Pedestrian bridge project known as Triumph Boulevard Pedestrian Bridge (**Approved Project**) which consists of construction of a bridge structure, abutments, and trail connections to the existing Historic Utah Southern Rail Trail, across Triumph Boulevard; and

WHEREAS, the Project Sponsor approved this Agreement by the commission, board, council, or other body or officer vested with the executive power of the public agency.

WHEREAS, the Program Manager approved this Agreement by the commission or officer

vested with the executive power.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Mountainland Association of Governments TIP Projects Manager shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Mountainland Financial Manager/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This agreement shall be referenced in such agreement as an Exhibit.

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

1) **Project Scope –** Consists of construction of a bridge structure suitable for use by pedestrians, cyclists, and other users of the existing Historic Utah Southern Rail Trail, and trail connections to the existing Trail, such that Trail users may cross safely and without impediment over Triumph Boulevard

2) **Procurement** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsors consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. Different project engineers can be designated or hired for different phases of the project.

3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary rights-of-way (ROW), bid out and manage the construction of the Approved Project.

    a) **Design Standard -** The design and construction of the Approved Project will meet or exceed Lehi City design standards.

    b) **Environmental Work -** The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow their own adopted environmental process, or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed), or any other stricter environmental process under local or federal law. The Project Sponsor must follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.), and any other local or government agency requirements for the Approved Project.

    c) **Design Work -** The Project Sponsor will involve the Program Manager at the following design milestones:

(1) 30% Scope and Schedule Review,

(2) 90% Plans, Specifications and Estimate,

d) **Final Design Approval** - Once project design is completed, the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase.

e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document, or as required by Utah law.

f) **Construction Advertising** - To advertise construction, the Project Sponsor shall follow Utah state code Section 63G-6a-101 or its own procurement/purchasing policy. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the advertisement and the notice of award to the Program Manager.

4) **Project Signage/Contact Info -** It is recommended that the Project Sponsor install signage informing the public of the following:
   a) Project name.
   b) Project description.
   c) Start and completion dates (general).
   d) Contact name, phone number, website address, email.
   e) Use the sentence "This project funded with Mountainland Transportation Funding".
   f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
   g) Generally, one sign at each access point to the project shall be installed.
   h) Signs should be at least 4' x 6', or large enough for passing motorists to read.
   i) Signs should be installed prior to construction and stay in place through construction.

5) **Construction Process -** The Project Sponsor will manage the construction process.
   a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.

6) **Project Completion** - Program Manager staff will be notified and allowed to attend the final inspection of the completed project.

7) **Project Hold** - The Program Manager has the authority to place a project on hold at any time during the project development process or withhold reimbursement of invoices during the construction process if the Program Manager deems that the Approved Project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, resolutions, and approvals.

8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed $400,000.00 (Total Project Cost) for the direct costs of the Approved Project.

   a) **Matching Funds -** The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. Soft match being used as the required match for this project is Not Applicable, equating to $0.00. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any.

   b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal years for MAG Exchange Funds begin each year on October 1st or as otherwise designated in the Cooperative Agreement between MAG and UDOT, and for County Transportation Sales Tax Funds on January 1st. The Approved Project has $400,000.00 in 2020. NA.

   c) **Funding Availability** - MAG Exchange funds are distributed to the MPO generally in October each year through a cooperative agreement with UDOT. The exchange process requires that MPO federal funds be exchanged with UDOT for state funds on an annual basis. The federal funds are made available by congress, the release of funds can fluctuate yearly. County Transportation Sales Tax funds are generally available each January and

are generated by sale tax revenue, which can fluctuate with the economy. MAG will not reimburse expenses on an Approved Project unless funding is made available by UDOT and Utah County. This could require the Approved Project to be placed on hold by the Program Manager or that the Project Sponsor advance their own funds toward the Approved Project with reimbursement to be made by the Program Manager upon receipt of available funding from UDOT and/or Utah County.

d) **Reimbursement -** The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one quarterly itemized invoices detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied by the Project Sponsor to the Program Manager without requiring separate inquiry. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for any fiscal year shall be the available funds actually received by the Program Manager for such fiscal year. The maximum amount of reimbursement from the Program Manager to the Project Sponsor for the entire cost of the Approved Project shall not exceed $372,920.00 (Total Project Cost less Matching Funds). Any costs which exceed $372,920.00 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

e) **Cost Overruns -** The Program Manager maintains a contingency account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of $500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this Agreement. If no additional funds are awarded or the Approved Project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.

f) **Surplus Funds -** Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County selects and funds projects, not project sponsors. Surplus funds cannot be moved to a new project not already approved though the MPO project

selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

9) **Liability, Ownership and Maintenance of Approved Project** - The Project sponsor bears all liability through all stages of project development and construction. The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.

10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.

11) **Other Expenses -** Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility of the Project Sponsor.

12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.

13) **Recitals -** The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be one of the following: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this Agreement must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order

does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of other approved projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. Extra work shall be outlined in a new exhibit.

Section 10. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring

in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

Authorized and passed on this 22 day of September 2020,

MOUNTAINLAND ASSOCIATION OF GOVERNMENTS

UTAH COUNTY, UTAH

_____

Andrew Jackson, Executive Director

ATTEST:

_____

Steven Johnson, Chief Financial Officer

REVIEWED AS TO FORM AND COMPATIBILITY WITH APPLICABLE LAW:

By: _____

(enter name, title)

LEHI CITY

Authorized and passed on this 22 day of September 2020,

LEHI CITY
UTAH COUNTY, UTAH

_____
Mayor or City Manager

ATTEST:

_____
(enter name, title)

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
(enter name, title)

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Mel Hansen
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-63, approving a development agreement between Cody Black dba Checker Flag, LLC and Lehi City.
Petitioner: Cody Black

Suggested Action:

Attachments:
Res 2020-63.docx

Development Agreement-Cody Black.docx

LEHI CITY

RESOLUTION NO. 2020-63

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN CODY BLACK dba CHECKER FLAG, LLC, AND LEHI CITY

WHEREAS, Cody Black dba Checker Flag, LLC ("Developer") currently owns a parcel of property in Lehi City located at 1325 East Main Street;

WHEREAS, the Lehi City Council is amenable to allowing Developer to engage in auto sales ("Use") on a portion of the Property;

WHEREAS, approval of Developer's proposed Use is conditioned upon the approval of a development agreement that sets forth the terms and conditions upon which the Developer's Use will be allowed;

WHEREAS, on September 22, 2020, 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 Development Agreement; 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 Development 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 it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 22nd day of September, 2020.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") effective as of the date the last Party signs below ("Effective Date") by and among Lehi City, a political subdivision of the State of Utah ("City") and Cody Black, dba Checker Flag, LLC, a Utah limited liability company ("Developer"). The City and the Developer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Developer has a legal interest in certain real property ("Property"), located at 1325 East Main Street and applied for a development code amendment ("Amendment") to include auto sales of one acre or larger as a permitted use in the Commercial Zone ("Application").

C. The Lehi City Council denied Developer's Application for an Amendment but was amenable to allowing Developer to engage in auto sales on a portion of the Property based on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.1 Developer agrees that the number of vehicles displayed on the Property for sale will be a maximum of twelve (12). Parking stalls for these vehicles will be limited to the location shown on the Site Plan attached as Exhibit A to this Agreement. No other location on the Property is approved for the display of vehicles for sale. Displaying vehicles in a location other than that shown on Exhibit A is considered a breach of this Agreement.

ARTICLE 2

2.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of three (3) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 3-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 3-day period. Upon the

occurrence of an uncured breach or default under this Agreement, this Agreement shall be terminated and the non-defaulting Party may pursue any and all available legal or equitable remedies.

2.2 Right to Terminate. Developer agrees that upon receiving a third notice to cure within any six-month period, City may, without providing a further notice of breach and opportunity to cure, immediately terminate this Agreement. Upon termination by the City, Developer shall immediately cease engaging in auto sales on the Property.

ARTICLE 3

3.1 Indemnification. Developer agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the extent arising out of the conduct of the Developer related to the matters referred to herein. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

3.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

3.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

3.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

3.5 Construction/Interpretation. The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

3.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

3.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

3.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

3.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

3.10 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

3.11 No Third-Party Beneficiaries. This Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

3.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, pandemic, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

3.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:
The Honorable Mayor Mark Johnson
Lehi City

153 North 100 East
Lehi, UT 84043

With Copies to:
Ryan Wood
Lehi City Attorney
153 North 100 East
Lehi, UT 84043

If to Developer:
[contact name]
[address]
[address]

3.14 Entire Agreement, Counterparts and Exhibits

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer

3.15 Non-Assignability. This Agreement shall not be assignable by Developer except upon the express written consent of the City in its sole discretion; provided however, that Developer may fully assign this Agreement to its corporate parent, a corporate affiliate or a subsidiary.

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, and Developer as of the Effective Date.

LEHI CITY CORPORATION

_____
By: Mark Johnson
Its: Mayor

ATTEST:

_____
Teisha Wilson
City Recorder

CODY BLACK dba CHECKER FLAG, LLC

_____
By: _____
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this_____ day of _____, 2020 before me, _____ a notary public, 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 is the _____ of _____ and that said document was signed by him in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

Exhibit "A"

Site Plan

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #52-2020, approval of a Development Code Amendment to Section 12.080, amending the landscape buffer requirement (tabled from the September 8, 2020 meeting).
Petitioner: Jeff Southard

Suggested Action:

Attachments:
CC Staff Report Southard Ch 12 Dev Code Amendment 09.22.20.docx

Southard Development Code Amendment DRC 07.29.20.docx

Development Code Chapter 12 Buffering Requirements .pdf

Ord 52-2020.docx

SOUTHARD CH 12 DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Jeff Southard
Meeting Date	September 22, 2020
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	July 29, 2020
Date of Planning Commission Review	August 13, 2020

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

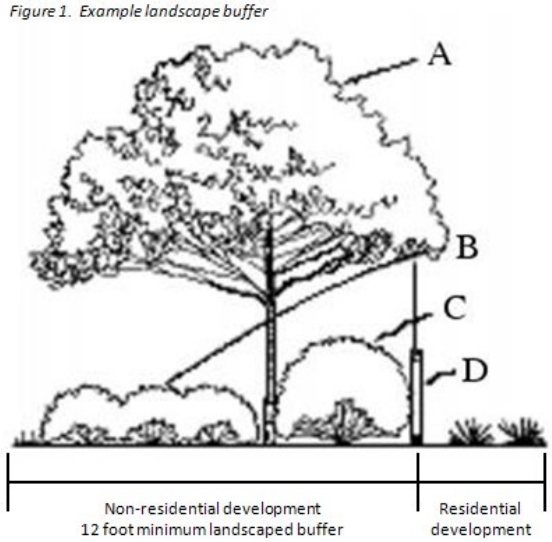
1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan.
3. Consistency and Compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties.
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

Section 12.080. Project Buffering and Screening Requirements.

A. Required Screening for Nonresidential Districts adjacent to Agriculture and Residential Areas. When a non-residential zoning district or use sides or backs upon an agriculture or residential zoning district, landscaped buffer areas and screening requirements shall be as follows:

1. A screening treatment of not less than six feet in height shall be required on the property line separating these zoning districts or uses. When a screening treatment is required it shall be the responsibility of the nonresidential use to provide the required screening treatment. Where there is a difference in the grade of the properties on either side of the required fence, the height of the fence shall be measured from the property with the highest grade or in such a way that provides the greatest possible visual screening for the Agriculture or Residential Zoning District (see Figure 4).

Figure 1. Example landscape buffer



A. Large trees, 30' on center (mature height minimum 25-foot tall)
B. Low shrub buffer, 5' on center
C. Tall shrub zone, 10' on center (8' – 10' mature height)
D. Six-foot-tall sight-obscuring wall, as approved by Planning Commission

Figure 4. Example landscaped buffer including large trees, low shrubs, tall shrubs, and a six-foot sight obscuring fence.

2. A landscaped buffer with a minimum width of 12 feet for all one-story buildings with a building height of (20 feet or less shall be provided. All buildings over 20 feet in height shall provide an additional one foot of buffer width to the minimum 12 feet for every one foot of additional building height. The additional buffer area for buildings over (20 feet in height may contain parking areas and drive isles as long as the minimum 12-foot landscaped buffer is maintained along the property line and the amount of hard surface is not more than 50% of the total required buffer area. The landscape buffer shall be designed and installed in a manner that is attractive and easily maintained. The buffer shall be planted with shrubs, trees, and sod, for the purpose of buffering, screening, and improving the visual quality of the site. At least 25% of the landscaping shall be evergreen. Deciduous trees shall have a minimum caliper of two inch and evergreen trees shall have a minimum height of six feet. Shrubs shall be a minimum five-gallon size.

3. The landscaped buffer requirements may be modified as deemed appropriate by the Planning Commission if the following conditions apply:
   (a) the adjacent property owner consents in writing to the modification; and
   (b) the adjoining property is identified on the General Plan Land Use Map as a non-residential land use designation.

4. The determination derived from the Right to Farm Analysis shall take precedence over any buffer reduction.

REPORT ANALYSIS

The applicant requests approval of the proposed amendment to Chapter 12 of the Development Code changing the buffering requirements for nonresidential districts next to nonresidential uses. This item was tabled during the September 8th, 2020, City Council meeting due to the absence of the applicant.

The Code currently allows for modification of the buffering requirements between nonresidential districts and residential districts at the discretion of the Planning Commission. Current requirements include both the adjacent property owner's consent in writing and a nonresidential designation on the General Plan Land Use Map. The applicant wishes to change the General Plan Land Use Map designation requirement to an adjacent nonresidential land use.

Within the residential zones, non-residential land uses exist either as legal non-conforming or as permitted/conditional uses within the zone. For example, churches, schools, public buildings, and parks can all locate within residential zones. The applicant proposes amending the Code to allow for a reduction in buffering requirements when adjacent to such uses. The proposed amendment does not eliminate the requirement for Planning Commission approval of any reduction in buffering requirements. This will continue to allow the Planning Commission discretion to safeguard the interest of neighborhoods and require additional buffering where needed.

The DRC reviewed the proposed amendment and had one redline comment:

1. Consider making this a letter (c) so that a site has to be adjacent to either a non-residential use or a non-residential land use designation. That way it still leaves it open as the current Code allows where adjacent to a non-residential GP designation.

Please consider including the DRC comment in your motion, as the DRC feels this will add more flexibility in the potential for a buffering reduction.

PLANNING DIVISION RECOMMENDATION

Planning Division staff recommends **APPROVAL** of the proposed amendment to Chapter 12 of the Development Code including the DRC comment from their July 29, 2020, meeting. This recommendation is based on the following findings:

1. The proposed amendment will add more flexibility in potential buffering reductions while still requiring Planning Commission approval.
2. The proposed amendment to the Lehi City Development Code is not detrimental to the public health, safety, and welfare of Lehi City.
3. The proposed Development Code amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
4. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on August 13, 2020. The minutes and motion from this meeting are as follows:

3.7) Public hearing and recommendation of Jeff Southard's request for review of a Development Code Amendment to Section 12.080, amending the landscape buffer requirement.

Jacob presented information on the agenda item

.

Commissioner Nielsen and Staff discussed the agenda item

.

Motion: Commissioner Everett moved to forward a positive recommendation of **Jeff Southard's request for review of a Development Code Amendment to Section 12.080, amending the landscape buffer requirement;** including all DRC comments and Staff suggestions from July 29, 2020 meeting and based on the findings in the report. Commissioner Eyre seconded.

Vote: Commissioner Nielsen, yes; Commissioner Peterson; yes; Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Eyre, yes. The motion passed unanimously.

Southard Chapter 12 Development Code Amendment- Landscape Buffer
DRC Redline Comments

Jeff Southard- requests review of a Development Code Amendment to Section 12.080, amending the landscape buffer requirement.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: none due to covid-19
Date of Plans Reviewed:
Time Start: n/a
Time End: n/a

DRC REDLINE COMMENTS:
Glade – Power: No comments
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning:

1. Consider making this a letter (c) so that a site has to be adjacent to either a non-residential use or a non-residential land use designation. That way it still leaves it open as the current Code allows where adjacent to a non-residential GP designation.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 13th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

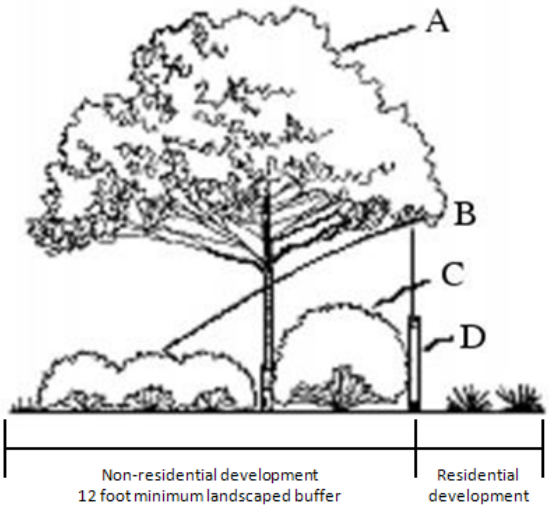
Development Code Amendment Application Statement

Current Language:
(b) the adjoining property is identified on the General Plan Land Use Map as a non-residential land use designation.

Proposed Language:
(b) the adjoining property has a non-residential land use.

The current language requires a non-residential land use on the General Plan. However, there are situations in the city where even though the General Plan Land Use Map shows a non-residential land use designation, the property is being used for residential still. Conversely, there are also situations where the land use designation might be residential, but the actual use is non-residential. This change in the code more closely follows the intent of the ordinance – which is to ensure the buffering modifications would be deemed appropriate in non-residential land USE situations.

Figure 1. Example landscape buffer



A. Large trees, 30' on center (mature height minimum 25-foot tall)
B. Low shrub buffer, 5' on center
C. Tall shrub zone, 10' on center (8' – 10' mature height)
D. Six-foot-tall sight-obscuring wall, as approved by Planning Commission

Figure 4. Example landscaped buffer including large trees, low shrubs, tall shrubs, and a six-foot sight obscuring fence.

2. A landscaped buffer with a minimum width of 12 feet for all one-story buildings with a building height of (20 feet or less shall be provided. All buildings over 20 feet in height shall provide an additional one foot of buffer width to the minimum 12 feet for every one foot of additional building height. The additional buffer area for buildings over (20 feet in height may contain parking areas and drive isles as long as the minimum 12-foot landscaped buffer is maintained along the property line and the amount of hard surface is not more than 50% of the total required buffer area. The landscape buffer shall be designed and installed in a manner that is attractive and easily maintained. The buffer shall be planted with shrubs, trees, and sod, for the purpose of buffering, screening, and improving the visual quality of the site. At least 25% of the landscaping shall be evergreen. Deciduous trees shall have a minimum caliper of two inch and evergreen trees shall have a minimum height of six feet. Shrubs shall be a minimum five-gallon size.

3. The landscaped buffer requirements may be modified as deemed appropriate by the Planning Commission if the following conditions apply:

(a) the adjacent property owner consents in writing to the modification; and

(b) the adjoining property ~~is identified on the General Plan Land Use Map as a non-residential land use designation~~. has a non-residential land use.

4. The determination derived from the Right to Farm Analysis shall take precedence over any buffer reduction.

C. Required Screening for Mixed Use Districts adjacent to Agriculture and Residential Areas.

1. When a Mixed Use Zoning District or use sides or backs upon an Agriculture or Residential Zoning District, landscaped buffer areas and screening requirements shall be provided as required by the Zoning Administrator, Reviewing Departments, Planning Commission, and City Council sufficient to ensure and maintain the integrity and continued functioning of the adjacent use.

2. The Zoning Administrator, Reviewing Departments, Planning Commission, and City Council shall be guided by, and may impose, the requirements of Sections 12.080(A) and (B) and any other requirement of Section 12.080.

3. If the buffering and screening requirements of Section 12.080(B) are met, approvals may be given according to the underlying approval process for the development request.

D. Any screening wall or fence, or other treatment required under the provisions of this section, under a conditional use permit or other requirement, shall be constructed of masonry, reinforced concrete, timber, or other similar suitable permanent materials as approved by the City which do not contain openings. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. Alternative equivalent screening may be approved through the site plan approval process. Screening fences or walls shall be supplemented by planting or planted buffer strips or berms.

E. Developments shall provide for effective screening of rooftop mechanical equipment and vents.

F. All outdoor mechanical equipment, storage parking, and equipment or materials storage areas shall be screened.

G. All required screening walls shall be equally finished on both sides of the wall.

ORDINANCE NO: 52-2020

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 12, BUFFERING REQUIREMENTS FOR NONRESIDENTIAL DISTRICTS NEXT TO NONRESIDENTIAL USES

WHEREAS, it has become necessary to amend Chapter 12 of the Lehi City Development Code, providing more flexibility in buffering requirements between nonresidential districts and nonresidential uses in residential zones; and

WHEREAS, this amendment seeks to provide Planning Commission with the power to reduce buffering requirements when appropriate; and

WHEREAS, following a public hearing on August 13, 2020, the Lehi City Planning Commission reviewed the proposed revision and forwarded a positive recommendation to the City Council; and

WHEREAS, on September 22, 2020 the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of August 13, 2020, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 12 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

Chapter 12 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 22nd day of September 2020.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-64, approval of the Matheny Annexation Resolution of Intent to Annex 1.34 acres of property located at approximately 2250 North 1500 East with RA-1 zoning.
Applicant: Jason Matheny

Suggested Action:

Attachments:
CC Staff Report Matheny Annexation - Resolution of Intent 09.22.20.docx

Matheny Annexation DRC 09.02.2020.docx

Matheny Annexation narrative.pdf

Matheny Annexation Plat.pdf

Matheny Annexation- aerial.pdf

Matheny Annexation- general plan.pdf

Matheny Annexation- zoning.pdf

Res 2020-64.docx

MATHENY ANNEXATION- RESOLUTION OF INTENT

CITY COUNCIL REPORT

Applicant	Jason Matheny		
Meeting Date	September 22, 2020		
Requested Action/Purpose	Acceptance of a resolution of intent to annex		
Location	Approximately 2250 North 1500 East		
Requested Zoning	RA-1		
General Plan Land Use Designation	VLDR		
Acreage	1.34 acres		
Existing Land Use	Agriculture (barn and pasture)		
Adjacent Zoning and Land Use	*North*	R-1-15	Single Family Homes
	South	Unincorporated	Undeveloped
	East	Highland	Single Family Homes
	West	Unincorporated	Agriculture
Assigned Planner	Brittney Harris		

REQUIRED ACTION

City Council	Acceptance of resolution
Planning Commission	Review and recommendation on proposed zoning
City Council	Final approval

REPORT ANALYSIS

The applicant requests acceptance of the resolution of intent to annex the property located at approximately 2250 North 1500 East. This site exists on the existing periphery of the City and thus requires annexation by petition. The proposed annexation includes 1.34 acres and the applicant requests RA-1 zoning. Consideration of the proposed zoning will take place with the final approval of the annexation.

City Council approval of the resolution of intent represents the first step in the annexation process. Upon determination that the City Council will accept the annexation for further review, the resolution of intent is adopted. Once adopted by the City Council, additional meetings will be held including public hearings at Planning Commission and City Council to consider the proposed zoning and any other areas of concern prior to the final annexation approval.

Annexation by petition happens when a property resides on the periphery of the existing City boundary. This property borders Highland City. Highland and Lehi entered into an Interlocal Cooperative Agreement in 1999 that established an annexation boundary line designating which city properties can annex into. This property is located within the Lehi boundary and has a “very low density residential” designation on the General Plan Land Use Map.

DRC reviewed the proposed annexation and had no critical issue comments. They did have the following general comments which provide helpful information for the applicant.

1. Culinary water cannot be used for outside or livestock watering
2. Irrigation water may only be used for the parcel within Lehi City boundary
3. As a condition of recording the annexation and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the RA-1 Zone. The amount of culinary water is 1.13acre feet per acre and irrigation water is 2.56-acre feet per acre.
4. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
5. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.

6. A sewer main extension will be required if or when a home is ever built on this lot.
7. How are services provided to annexation as described with no street frontage?

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **ACCEPTANCE** of the resolution of intent. This recommendation is based on the following findings:

1. The proposed annexation resides within the agreed upon Lehi boundary and has land use designation on the General Plan Land Use Map.
2. The proposed application conforms to the goals and policies of the General Plan.
3. The proposed application does not affect the health, safety, welfare, and morals of the City.
4. Other findings as determined by the public hearing.

Matheny Annexation
DRC Redline Comments

Jason Matheny- requests review of the Matheny Annexation by petition, annexing 1.34 acres located at approximately 2250 North 1500 East with a proposed RA-1 zone.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: None due to covid-19
Date of Plans Reviewed: **08/24/2020**
Time Start: n/a
Time End: n/a

DRC REPORT:

1. **Critical Issues:**

2. **Location of existing and proposed City facilities**
    a) A 12" culinary waterline is located in the west side of the property
    A 14" pressure irrigation line is located in the west side of the property
    An 8" sewer line is located north of the property in 1450 East
    No storm drain is adjacent to the property
    No master planned streets
3. **Zoning required or recommended**
    a) Applicant requests RA-1 zoning which is consistent with the General Plan Land Use for this area
4. **Distances to schools/parks/shopping**
    a) School
        a. Freedom Elementary School (Highland)
            i. 4 min
        b. Lehi Junior High School
            i. 6 min
        c. Skyridge High School
            i. 7 min
    b) Park
        a. Summercrest Park
            i. 3 min
    c) Shopping
        a. Center Pointe Shopping Center
            i. 7 min
5. **Transportation**
    a) 1200 East

DRC GENERAL COMMENTS:

1. Culinary water cannot be used for outside or livestock watering
2. Irrigation water may only be used for the parcel within Lehi City boundary
3. As a condition of recording the annexation and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the RA-1 Zone. The amount of culinary water is 1.13acre feet per acre and irrigation water is 2.56 acre feet per acre.
4. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
5. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
6. A sewer main extension will be required if or when a home is ever built on this lot.
7. How are services provided to annexation as described with no street frontage?

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON SEPTEMBER 22nd

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

JASON MATHENY

10147 N 6960 W HIGHLAND, UT 84003

August 24, 2020

Matheny Lehi Annexation

For the Matheny Lehi Annexation, (the property parcel id is 12:010:0128, owner is listed as JAM10, LLC and is about 1450 E 2200 N), the purpose of the annexation is to secure culinary and irrigation water.

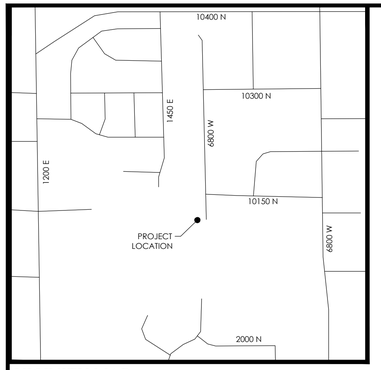
The current topography is flat. There is one small open barn for sheep and goats. Part of the property is irrigated pasture and the rest is empty. Nothing noteworthy about the property to be annexed.

The existing land use has a few goats and chicken on it, with a small pasture. The immediate land use after will be the same except that we will pasture the rest of the property in the next few years.

There are no current plans to develop the property beyond the existing small animal, agriculture. If developed, three residential lots could be created and developed. I believe that this proposed annexation is in line with Lehi City current development plans for the area/ location.

The current needs are irrigation and culinary water. Irrigation for the existing pasture, landscape and potential expanding of additional pasture. Culinary water will be for a few goats, sheep and chickens on the propert. The property is adjacent to residential area. There will be minimal need for additional services for fire and police protection. There will be no human inhabitants in the foreseeable future, so other city services such as parks and recreation will not be required. No waste or sewage is required until future home development is done.

I am working with Lehi City to secure necessary irrigation and culinary water for the property and plan to do both the annexation and water rights in tandem.



VICINITY MAP
N.T.S

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

N
S

BASIS OF BEARNG: S89°54'28"W 2,651.61'

1,087.31' (TIE)

NORTHWEST CORNER OF SECTION 3, T5S, R1E, SLB&M UTAH COUNTY MONUMENT

NORTH 1/4 CORNER OF SECTION 3, T5S, R1E, SLB&M UTAH COUNTY MONUMENT

SOUTH 1,638.88' (TIE)

LAIRD EAST ANNEXATION

1450 EAST (LEHI)

GUNNISON VALLEY ANNEXATION

S89°28'54"E 27.90'

S0°00'00"E 10.88'

S86°12'05"E 76.49'

S78°13'28"E 79.99'

LOT 23

6960 WEST (HIGHLAND)

MATHENY ADDITION (PROPOSED)

LOT 24

139.36' S0°48'00"E

HIGHLAND ANNEXATION NO. 2

PLAT "A" HIGHLANDS RANCH

JAM 10, LLC 12:010:0128 ANNEXATION AREA: 1.15+/- ACRES

N0°00'11"W 328.87'

N89°12'00"E 3.52'

SHERMAN SCOTT & JULIE N. CARLSON 51:503:0030

TOTAL ANNEXATION AREA 1.34+/- ACRES PROPOSED ZONING: RA-1

JAM 10, LLC 12:010:0128 ANNEXATION AREA: 0.19+/- ACRES

161.46' S0°53'52"E

LOT 25

UNINCORPORATED UTAH COUNTY

158.58' S89°40'18"W

N0°00'00"E 5.23'

31.94' N89°51'43"W

CEDAR HOLLOW INC. 12:010:0038

LEGEND

- SECTION LINE
- PARCEL LINES
- PROPOSED ANNEXATION
- CURRENT ANNEXATIONS
- SECTION MONUMENT (FOUND)
- CORPORATE LIMITS OF HIGHLAND CITY
- CORPORATE LIMITS OF LEHI CITY

PLAT PREPARED BY

FOCUS ENGINEERING AND SURVEYING, LLC
6949 S. High Tech Drive Suite 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify that this Plat is a true and accurate map of the tract of land to be annexed into Lehi City, Utah, County of Utah.

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 3, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the Southerly Corporate Limits of Lehi City as described in the GUNNISON VALLEY ANNEXATION PLAT, recorded July 12, 2010 as Entry No. 57642:2010 of the Official Records of Utah County and the proposed Westerly Corporate Limits of Highland City as described in the proposed MATHENY ADDITION PLAT, located S89°54'28"W along the Section line 1,296.06 feet and South 1,667.63 feet from the North 1/4 Corner of Section 3, T5S, R1E, SLB&M; thence along said corporate limits of Highland City the following three (3) courses: 1) S00°48'00"E 139.36 feet; 2) N89°12'00"E 3.52 feet to the Westerly line of HIGHLAND ANNEXATION NO. 2, according to the Official Plat thereof recorded January 10, 1978 as Entry No. 1117:1978 of the Official Records of Utah County; 3) S00°53'52"E 161.46 feet; thence N89°51'43"W 31.94 feet; thence North 5.23 feet; thence S89°40'18"W 158.58 feet; thence N00°00'11"W 328.87 feet to the Southerly Corporate Limits of Lehi City as described in the LAIRD EAST ANNEXATION, recorded February 17, 2006 as Entry No. 19682:2006 in the Office of the Utah County Recorder; thence along said corporate limits the following four (4) courses: 1) S89°28'54"E 27.90 feet to the Northwest Corner of said GUNNISON VALLEY ANNEXATION PLAT; 2) South 10.88 feet; 3) S86°12'05"E 76.49 feet; 4) S78°13'28"E 79.99 feet to the point of beginning.

Contains: 58,327 square feet or 1.34 acres+/-

SPENCER W. LLEWELYN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 10516507

08/24/2020
DATE

PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 08/24/20 STATE OF UTAH

SURVEYOR'S SEAL

ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN §17-23-20 AS AMENDED.

COUNTY SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED LEHI CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO LEHI CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE MATHENY LEHI ANNEXATION.

DATED THIS _____ DAY OF _____, 20_____

MAYOR

ATTEST: _____
RECORDER

RECORDER'S SEAL

FINAL LOCAL ENTITY PLAT

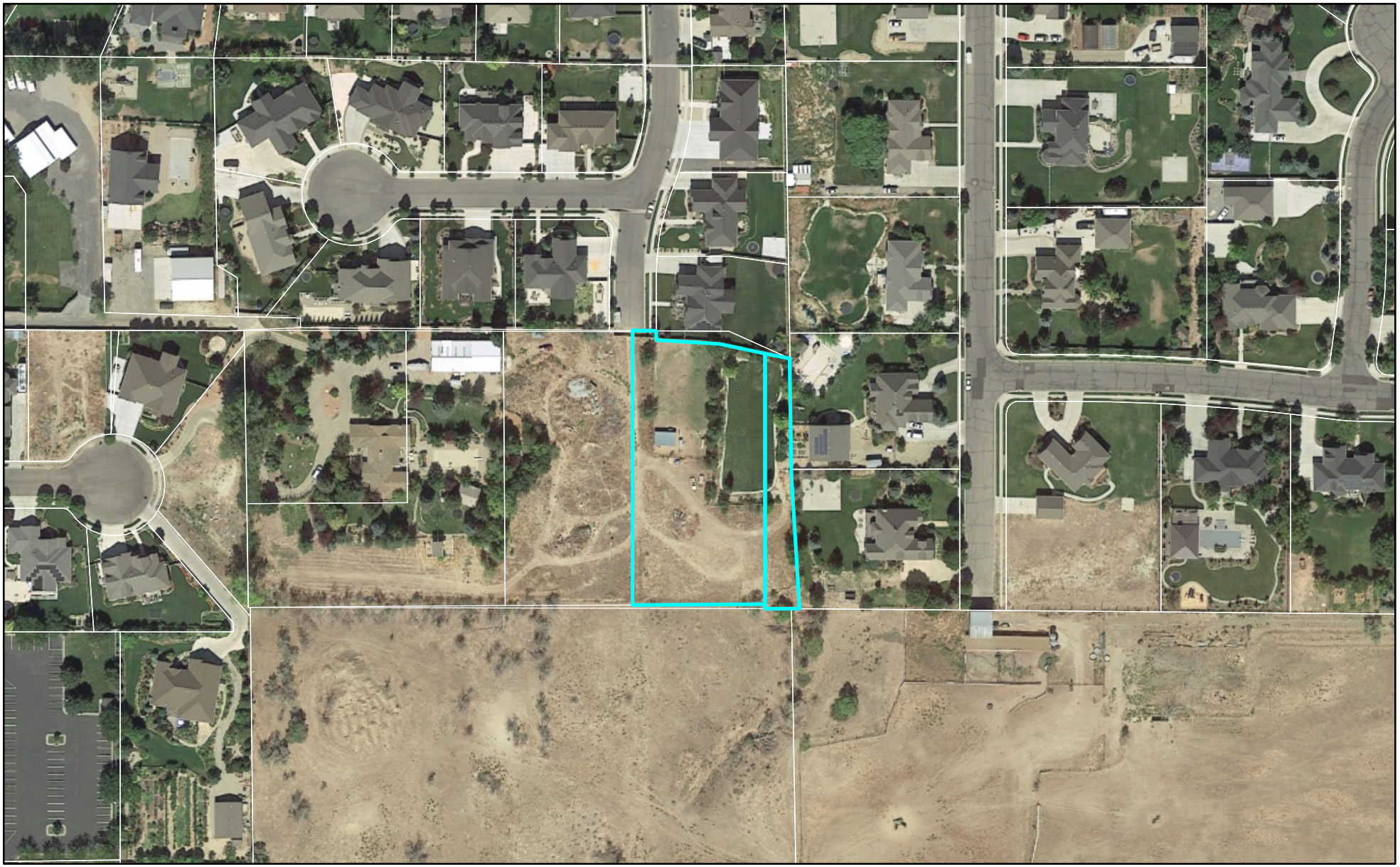
MATHENY LEHI ANNEXATION

LOCATED IN THE NW1/4 OF SECTION 3,
T5S, R1E, SLB&M
LEHI CITY, UTAH COUNTY, STATE OF UTAH

SCALE: 1" = 30'

Matheny Annexation

Aerial

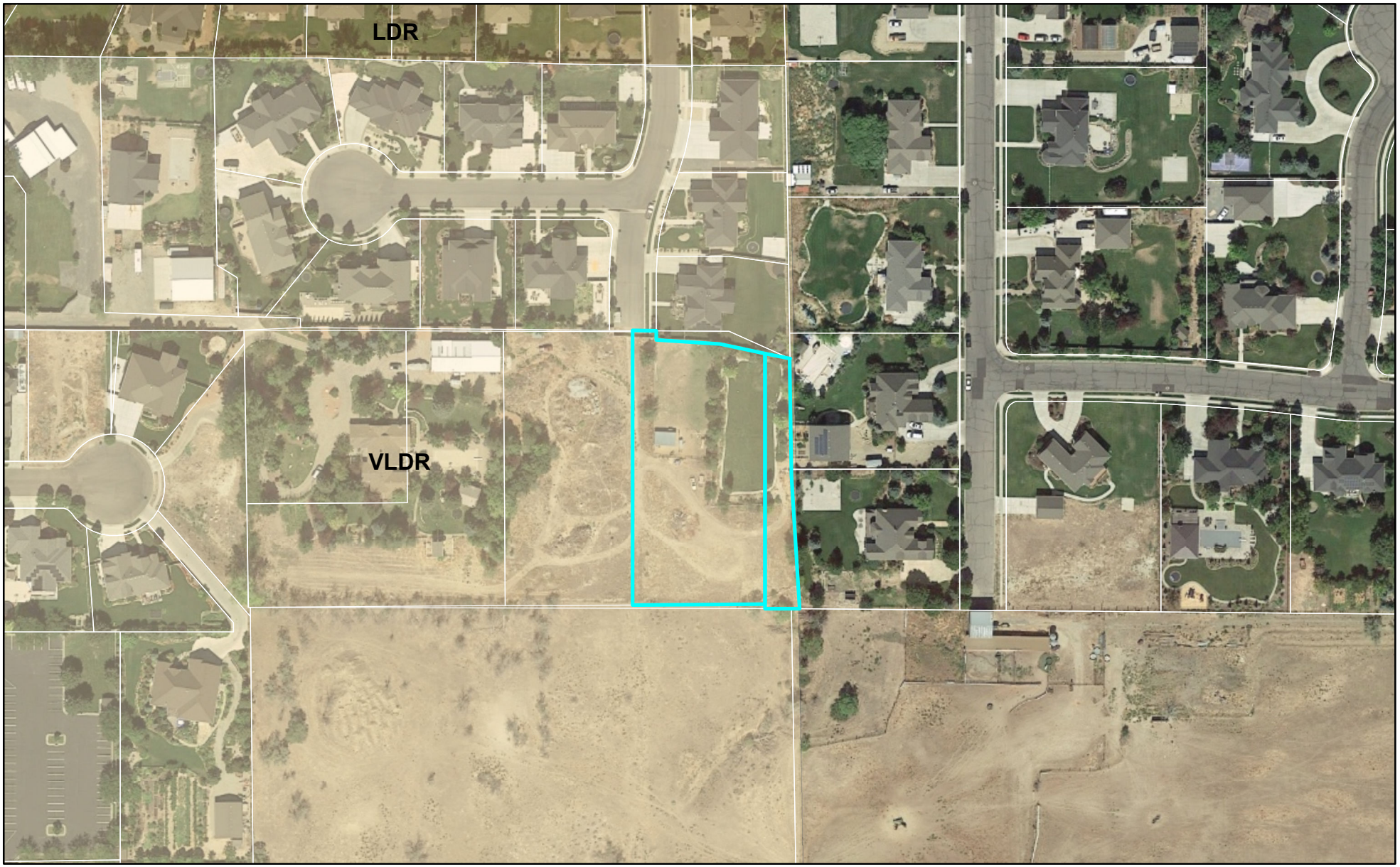


0 200 400 Feet

LEHI CITY

Matheny Annexation

General Plan

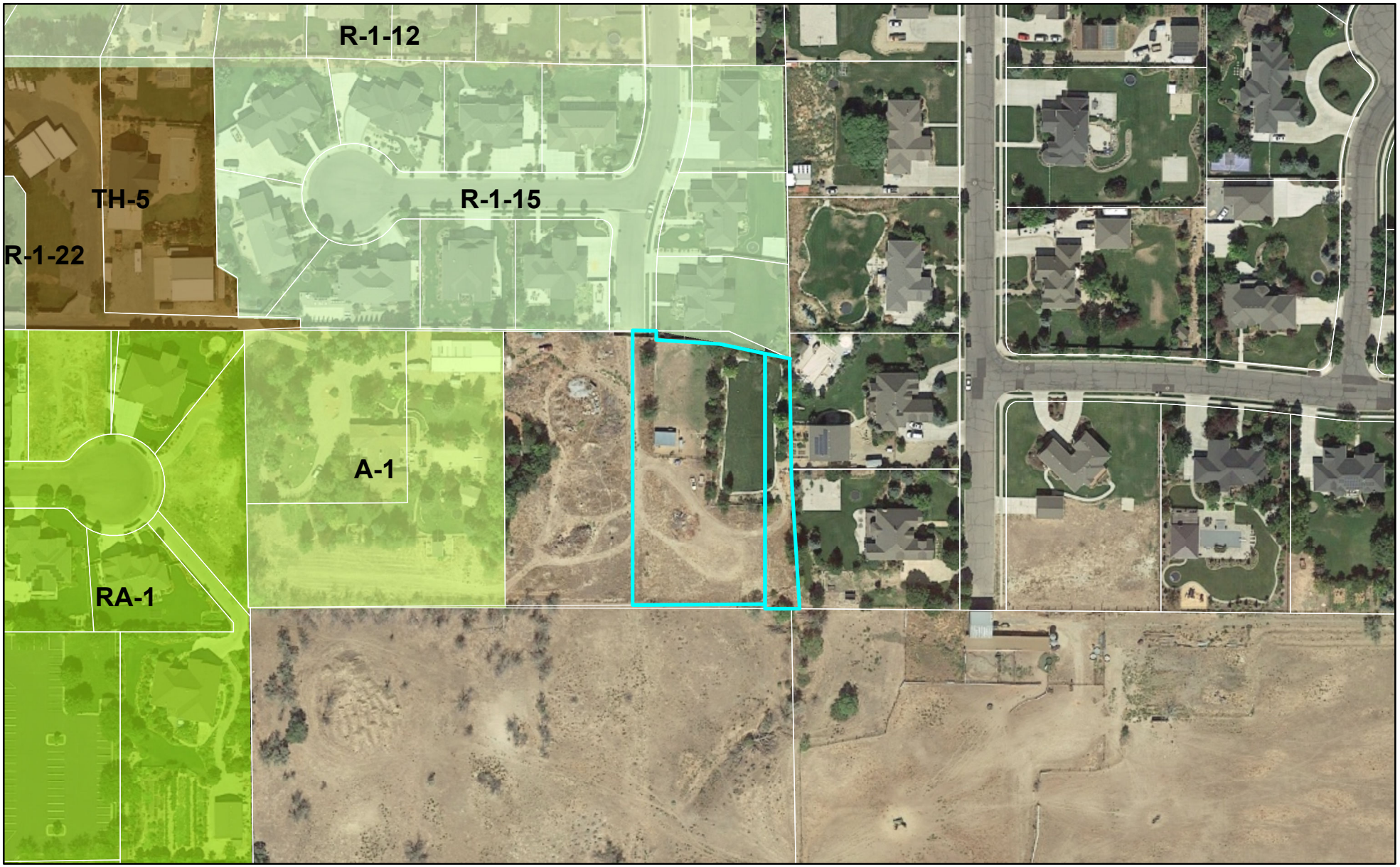


0 200 400 Feet

LEHI CITY

Matheny Annexation

Zoning



LEHI CITY

RESOLUTION NO: 2020-64

RESOLUTION OF INTENT OF LEHI CITY COUNCIL TO ANNEX REAL PROPERTY ("MATHENY LEHI" ANNEXATION)

WHEREAS, the Lehi City Council has determined that a certain parcel of real property described in Exhibit A constitutes a portion of an unincorporated island which is contiguous to Lehi City Corporation and should be annexed to Lehi City Corporation; and

WHEREAS, the area to be annexed consists of one or more unincorporated islands or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and

WHEREAS, Lehi City Corporation has provided one or more municipal-type services to the area for at least one year; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provision of Section 10-2-418 of the Utah Code, the Lehi City Council hereby intends to annex the parcels of real property owned by Jason Matheny consisting of 1.34 acres and further described by Attachment "A".

2. Staff is directed to publish notice of this proposed annexation in a newspaper of general circulation within Lehi City, once a week for three successive weeks. Said notice shall comply with the requirements of Section 10-2-418(2)(b) of the Utah Code.

3. This Resolution shall be effective upon the date of its adoption.

PASSED AND APPROVED by the City Council of Lehi City, Utah this 22nd day of September 2020.

ATTEST:

_____ _____

MARK JOHNSON, Mayor TEISHA WILSON, City Recorder

Exhibit A

NOTICE OF INTENT TO ANNEX REAL PROPERTY

Notice is hereby given that Lehi City Corporation has adopted a resolution indicating its intent to annex real property owned by Jason Matheny located at approximately 2250 North 1500 East, Lehi, Utah, consisting of about 1.34 acres, and further described as follows:

A portion of the NW1/4 of Section 3, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the Southerly Corporate Limits of Lehi City as described in the GUNNISON VALLEY ANNEXATION PLAT, recorded July 12, 2010 as Entry No. 57642:2010 of the Official Records of Utah County and the proposed Westerly Corporate Limits of Highland City as described in the proposed MATHENY ADDITION PLAT, located S89°54'28"W along the Section line 1,296.06 feet and South 1,667.63 feet from the North 1/4 Corner of Section 3, T5S, R1E, SLB&M; thence along said corporate limits of Highland City the following three (3) courses: 1) S00°48'00"E 139.36 feet; 2) N89°12'00"E 3.52 feet to the Westerly line of HIGHLAND ANNEXATION NO. 2, according to the Official Plat thereof recorded January 10, 1978 as Entry No. 1117:1978 of the Official Records of Utah County; 3) S00°53'52"E 161.46 feet; thence N89°51'43"W 31.94 feet; thence North 5.23 feet; thence S89°40'18"W 158.58 feet; thence N00°00'11"W 328.87 feet to the Southerly Corporate Limits of Lehi City as described in the LAIRD EAST ANNEXATION, recorded February 17, 2006 as Entry No. 19682:2006 in the Office of the Utah County Recorder; thence along said corporate limits the following four (4) courses: 1) S89°28'54"E 27.90 feet to the Northwest Corner of said GUNNISON VALLEY ANNEXATION PLAT; 2) South 10.88 feet; 3) S86°12'05"E 76.49 feet; 4) S78°13'28"E 79.99 feet to the point of beginning.

Contains: 58,327 square feet or 1.34 acres+/-

Legal Description:

A public hearing has been scheduled before the Lehi City Council on the 22nd day of September 2020, at 7 p.m. for the purpose of receiving public comment.

The Lehi City Council will annex the above described parcels unless, at or before the public hearing, written protests to the annexation are filed by the owners of real property located within the area proposed for annexation covering a majority of the total private land area within the entire area proposed for annexation and also is equal to at least ½ the value of all private real property within the entire area proposed for annexation.

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #53-2020 for approval of the Baum Zone Change, changing the zoning on 0.36 acres located at 1907 North Center Street from TH-5 (transitional holding) to R-1-15 (residential). Petitioner: Josh Baum

Suggested Action:

Attachments:
CC Staff Report Baum Zone Change 09.22.20.docx

Baum Rezone DRC 08.19.2020.docx

Baum narrative.pdf

Baum map.pdf

Baum- Aerial.pdf

Baum- General Plan.pdf

Baum- Zoning.pdf

Ord 53-2020.docx

BAUM ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Josh Baum		
Meeting Date	September 22, 2020		
Requested Action/Purpose	Approval of a proposed zone change		
Location	1907 North Center Street		
Acreage	0.36 acres		
Existing Zoning	Transitional Holding (TH-5)		
Existing General Plan Land Use Designation	Very Low Density Residential (VLDR)		
Proposed Zoning Designation	R-1-15		
Existing Land Use	Undeveloped yard area		
Adjacent Zoning and Land Use	*North*	TH-5	Single Family Home
	South	R-1-15	Single Family Homes
	East	RA-1/ R-1-12	Single Family Homes
	West	TH-5	Single Family Home
Date of DRC Review	August 19, 2020		
Date of Planning Commission Review	August 27, 2020		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

From Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

Section 05.020. Zoning Districts Purpose.

A. The **Transitional Holding-5 (TH-5)** District is designated primarily for the annexation of land where no water is dedicated upon annexation and where no city culinary water or pressurized irrigation water services will be provided. Characteristic of this district is a continuation of uses and services existing at the time of annexation. All new uses must comply with Table 05-030-A, Table 05-040-A, and Table 12-060 of the Lehi City Development Code. Property may be annexed into the TH-5 district without the requirement of a General Plan amendment. It is, however anticipated that when the property is rezoned, it will comply with the General Plan designation. Otherwise, a General Plan amendment will be required.

Following annexation into the TH-5 District, a single lot may be partially rezoned to a different zoning district so long as the portion of the lot remaining in the TH-5 district is not smaller than one acre.

A. The Residential Districts of Lehi City **(RA-1, R-1-22, R-1-15, R-1-12, R-1-10, R-1-8, R-1-Flex, R-2, R-2.5 and R-3)** are formulated to provide a range of housing choices to meet the needs of Lehi City residents, to offer a balance of housing types and densities, and to preserve and maintain the City's residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single-family dwellings, two-family dwellings, multi-family dwellings, condominiums and townhouses. Also allowed are parks, open space and conservation areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City and residents of each of the City's neighborhoods.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Development Goal 7

Maximize opportunities to create an overall pattern of planned and orderly development with a system of land uses, adequately and efficiently served by a balanced and energy-efficient system of transportation, and community services that are sensitive to the natural physical qualities of the area.

Housing Goal 8

Create sustainable housing for new residents with access to neighborhood and community services, education, transportation, recreation, and cultural opportunities.

PROPERTY HISTORY

October 19, 1999	Parcel came into the City as part of the Smith-Nuttall Annexation
June 25, 2020	Boundary Line Adjustment recorded at the County creating second buildable lot.

REPORT ANALYSIS

The applicant requests approval of the proposed zone change from TH-5 to R-1-15 on a 0.36-acre parcel located at 1907 North Center Street. The proposed zoning corresponds with the General Plan Land Use Designation of VLDR (Very Low Density Residential.

The lot line adjustment recorded earlier this year created the second buildable parcel. The existing home had two parcels with unique parcel numbers which allowed for the lot line adjustment instead of a two-lot subdivision.

At the time of annexation this parcel came in with TH-5 zoning which allows for a continuation of the existing use but does not allow for redevelopment. For a home to be built on this parcel it needs to be rezoned and have water dedicated at the amount specified for the zone. The required water dedication for the R-1-15 zone is 1.13-acre feet per acre of culinary and 2.56-acre feet per acre of irrigation. This zoning complies with the General Plan and fits into the large lot single-family context of the surrounding neighborhood.

The DRC reviewed the proposed zone change and had one redline comment about the water dedication. Please consider including the DRC comment in your motion.

PLANNING DIVISION RECOMMENDATION

Planning Division staff recommends **APPROVAL** of the proposed Baum zone change including the DRC comments from August 19, 2020. This recommendation is based on the following findings:

1. The proposed zone change complies with the VLDR General Plan Land Use Map Designation.
2. The proposed zone change is consistent with the goals and policies of the General Plan.
3. The proposed zone change is consistent and compatible with the General Plan land uses of nearby and adjoining properties.
4. The proposed zone change will not have a significant negative impact on surrounding land uses.
5. The proposed zone change will not adversely affect the public health, safety, and welfare of current residents.
6. The proposed zone change will allow for an additional single-family home to be built in an established neighborhood.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on August 27, 2020. The minutes and motion from this meeting are as follows:

2.2) Public hearing and recommendation of Josh Baum's request for review of the Baum Zone Change, changing the zoning on 0.36 acres located at 1907 North Center Street from TH-5 (transitional holding) to R-1-15 (residential).

Commissioner Everett asked about the driveway and curb and gutter and if that was an accurate representation on what is being required. Ms. Harris stated because the home is existing the City can't require it. Commissioner Everett asked when that would need to be completed. Brad Kenison stated that would need to be discussed with the Streets Department, but it is one that is on the list. Chairman Hemmert asked that it was ensured to be put on the list. Mr. Kenison responded that safe schools tend to raise a higher priority, etc. Commissioner Bunker said he feels bad for the citizens without any type of recourse. Commissioner Everett stated by allowing this to happen some curb and gutter will be installed. Commission Eyre addressed the cost. Mr. Kenison stated funding is an issue and grants that the City has will improve those developments. Chairman Hemmert stated curb and gutter were points of concern for the citizen. Commissioner Eyre asked about the blind driveway. Mr. Kenison stated they would have to meet site criteria and standards.

The applicant, Josh Baum, was present. He provided information about the driveway. He stated the plan is to drop the driveway down so there is free line of site. Chairman Hemmert asked for clarification on where the two driveways enter and exit the street.

Chairman Hemmert opened public comment.

Chairmen Hemmert closed public comment.

Motion: Commissioner Nielsen moved to forward a positive recommendation of Josh Baum's request for review of the Baum Zone Change, changing the zoning on 0.36 acres located at 1907 North Center Street from TH-5 (transitional holding) to R-1-15 (residential).;. Including all DRC comments and findings stated in the report. Commissioner Everett seconded.

Vote: Commissioner Nielsen, yes; Commissioner Peterson; yes; Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Hemmert, yes. The motion passed unanimously.

Baum Zone Change
DRC Redline Comments

Josh Baum - requests review of the Baum zone change on 0.36-acres located at 1907 North Center Street changing the zoning from TH-5 to R-1-15.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: none due to Covid-19
Date of Plans Reviewed: 8/11/2020
Time Start: n/a
Time End: n/a

DRC REDLINE COMMENTS:
Glade – Power: No comments
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning:

1. As a condition of recording the Zone Change and prior to approval of a building permit, the owner needs to complete the required water dedication for the R-1-15 Zone. The amount of culinary water is 1.13 acre feet per acre and irrigation water is 2.56 acre feet per acre.

Consistency with the elements of the Lehi City General Plan.

This area has a **VLDR** designation on the General Plan. The R-1-15 zone is consistent with this designation.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

From the Lehi City General Plan Land Use Element the following goals and policies related to development should be considered:

1. Maximize opportunities to create an overall pattern of planned and orderly development with a system of land uses, adequately and efficiently served by a balanced and energy-efficient system of transportation, and community services that are sensitive to the natural physical qualities of the area.

THIS ITEM IS SCHEDULED FOR PLANNING COMMISSION ON AUGUST 27th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

Zone Change for 1907 N Center St

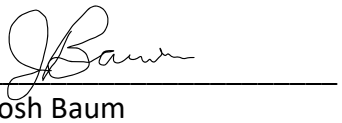
To Whom It May Concern:

I am proposing a zone change at 1907 N Center St, Lehi UT 84043. I am asking to change the zone from TH-5 TO R-1-15.
This property has recently gone thru a lot line adjustment. The original property was approx. 1 acre. The new property will be 0.36 acres. The original house/property owned by Larry Baum is now 0.75 acres. Larry Baum will be removing his driveway access from Center St and will enter his property from the South on Wetstone Circle.

The general plan to the south was developed by Larry Lindstrom within the past few years. That development is zoned R-1-15. As per city code, I will be constructing a new sidewalk and designating a portion of my land to Lehi City. I am proposing to use the same standards for the curb, gutter and sidewalk to keep consistency with the existing subdivision.

I am planning on building a home on the new lot. It will consistent size and square footage of the homes in the area. I will be adding a new driveway access on the north side of the lot. The new driveway will be much further away from the entrance to Wetstone Circle. This will increase the safety of the area. The new sidewalk will also provide a much safer environment for pedestrians entering the Wetstone Circle cul-de-sac.

Thank you for your consideration. Please feel free to contact me with any questions.



Josh Baum
801-427-2003
josh@baumhaushomes.com



Proposed Zone Change Area

Josh Baum
1907 N Center St
Lehi, UT 84043

Baum Zone Change

Aerial



0 200 400 Feet

LEHI CITY

Baum Zone Change

General Plan

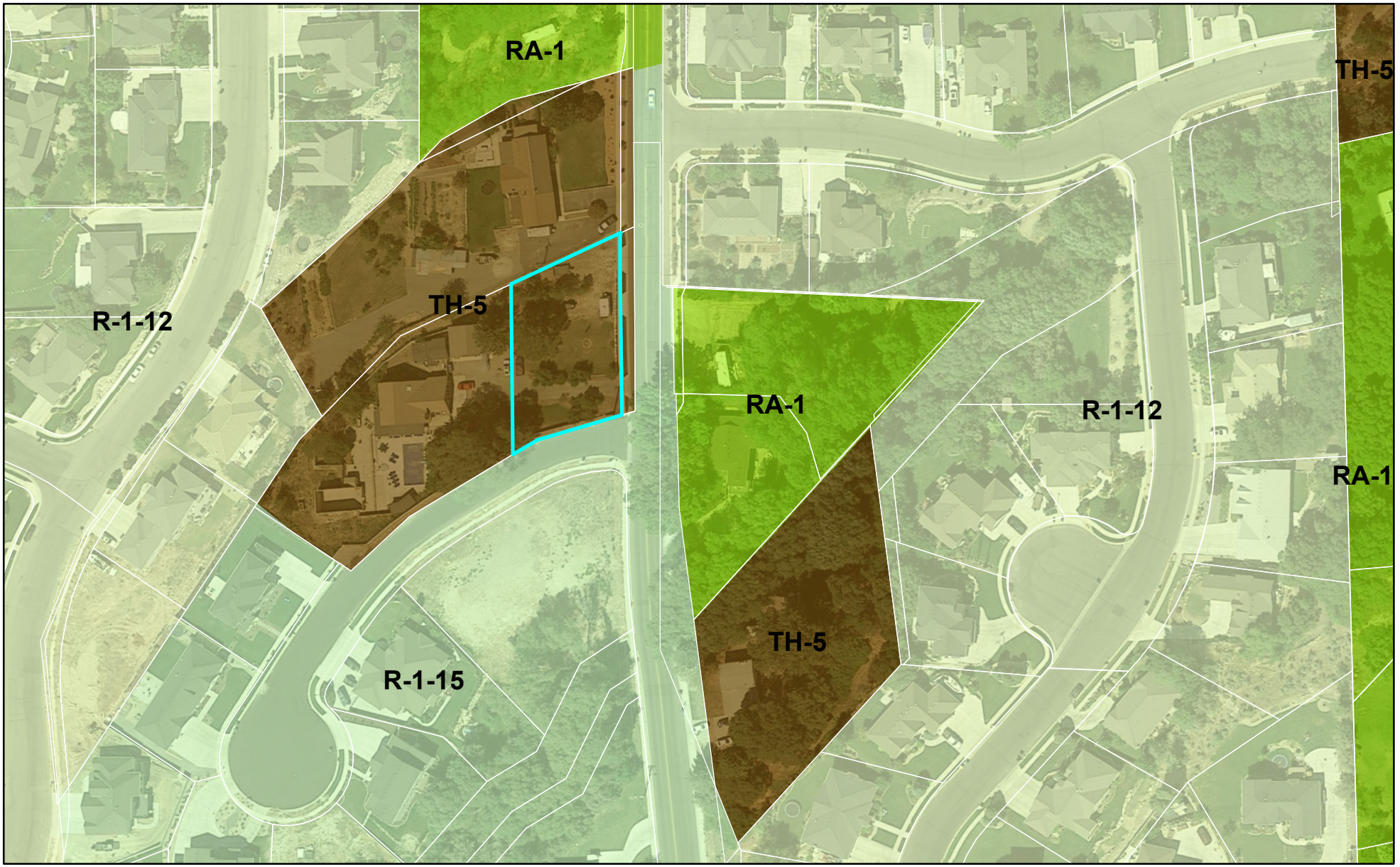


0 200 400 Feet

LEHI CITY

Baum Zone Change

Zoning



0 150 300 Feet

LEHI CITY

ORDINANCE NO: 53-2020

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT FOR THE BAUM PROPERTY

WHEREAS, Josh Baum, owner of property located at 1907 North Center Street and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as R-1-15, low density residential; and

WHEREAS, following a public hearing on August 27, 2020, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on September 22, 2020, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of August 27, 2020; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on October 25, 2011 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to Commercial.

PART II:

A. If a provision of this Ordinance -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses and paragraphs are hereby declared

to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 22nd day of September 2020.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

BAUM ZONE CHANGE PARCEL

Parcel ID 12:025:0042

Legal Description: COM S 0 DEG 2' 48" E 419.77 FT & S 89 DEG 57' 12" W 38.99 FT FR E 1/4 COR. SEC. 5, T5S, R1E, SLB&M.; S 0 DEG 12' 6" E 42.32 FT; S 0 DEG 45' 18" E 123.34 FT; S 73 DEG 39' 52" W 80.31 FT; S 58 DEG 59' 52" W 26.32 FT; N 0 DEG 35' 15" W 155.38 FT; N 64 DEG 59' 52" E 109.75 FT TO BEG. AREA 0.361 AC.

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #54-2020 approval of a General Plan amendment, changing the designation on approximately 21-acres located at approximately 2100 North 2300 West from NC (neighborhood commercial) and LDR (low density residential) to C (commercial) and MDR (medium density residential).
Petitioner: X Development

Suggested Action:

Attachments:
CC Staff Report X Development General Plan Amendment 09.22.20.docx

X Development General Plan Amendment DRC 07.22.2020.docx

X Development Narrative.pdf

X Development General-Plan-Amendment Plan Map.pdf

X Development GPA Aerial.pdf

X Development GPA Current General Plan.pdf

X Development GPA Zoning.pdf

Ord 54-2020.docx

X DEVELOPMENT GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Keaton Morton- X Development		
Meeting Date	September 22, 2020		
Requested Action/Purpose	Approval of a proposed general plan amendment		
Location	Approximately 2100 North 2300 West		
Acreage	Approximately 21 acres		
Existing Zoning	A-5		
Existing General Plan Land Use Designations	LDR (Low Density Residential) with NC overlay (Neighborhood Commercial)		
Proposed Land Use Designations	MDR (Medium Density Residential), LDR (Low Density Residential) & C (Commercial)		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	A-5	2100 North
	South	R-1-12	Jordan Meadows Subdivision
	East	R-1-12 & C	Green Park Plat B Subdivision & Rail Corridor
	West	R-1-8 & PF	Cranberry Ridge Subdivision & North Point Elementary School
Date of DRC Review	July 22, 2020		
Date of Planning Commission Review	August 13, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval
The Planning Commission should consider the following factors, among others, when reviewing a General Plan amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Low Density Residential (LDR)



The Low Density Residential (LDR) classification provides for predominantly single family residential areas and single family dwelling units with an overall neighborhood density not to exceed 4 units per acre. For the efficient implementation of this General Plan Land Use category, and to achieve the goals of the General Plan, the City has created the Flex Zone, which provides a diversity of lot sizes and promotes diversification and stability of neighborhoods. The applicable Zoning District classifications are R-1-12 and R-1-Flex. In cases where a parcel of property is immediately adjacent to existing R-1-10 or R-1-8 Zoning on at least 3 sides, the City may allow zoning/re-zoning of the parcel to an R-1-8 or R-1-10 Zone based on the contiguous zoning.

Neighborhood Commercial Node (Overlay) (NCN)



The purpose of the Neighborhood Commercial classification is to allow for smaller-scale retail and service-oriented businesses that are compatible with adjacent neighborhoods and can provide basic goods and services that are available in close proximity to residential areas. Developments within this zone should be designed for a sensitive transition between commercial uses and surrounding residential uses.

Several of these nodes occur within the City. The purpose of Neighborhood Commercial Nodes (NCNs) is to allow for the implementation of the Neighborhood Commercial designation at designated major intersections as shown on the Land Use Map. Neighborhood Commercial Nodes are considered an overlay designation. Therefore, if a determination is made by the City that commercial land uses are not appropriate at any given NCN or portion of a NCN, the underlying General Plan Land Use designation(s) apply.

An estimation of how the land may develop in the Neighborhood Commercial Node areas is as follows:

Retail – 55%
Office/employment – 25%
Residential – 5%
Roads & institutional – 15%

Medium Density Residential (MDR)

The Medium Density Residential (MDR) classification is used to identify and encourage the development of a variety of moderate density housing types, including single family dwellings and two-family dwellings, with an overall density not to exceed 6 dwelling units per acre. The applicable Zoning District classification for MDR is R-2.

Commercial (C)



The Commercial land use classification is intended to provide controlled and compatible locations for retail, office and business/commercial activities, to enhance employment opportunities, to encourage the efficient use of land, to enhance property values and City tax base, and to insure high quality design and function of commercial areas. The Commercial classification may typically include retail sales and services, offices and institu-

tional uses.

An estimation of how land may develop in Commercial areas is as follows:

Retail – 65%
Office/employment – 15%
Residential – 5%
Roads & institutional – 15%

CITY-WIDE BEST PRACTICES

Goal 1: Provide diverse economic and employment opportunities and encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

Lehi City is poised to take advantage of its location, history, and emerging technology base for sustainable economic development. The City's proximity to major transportation corridors in the region (I-15, FrontRunner, and TRAX) makes it a natural hub for congregation and exchange. As the City continues to encourage and strengthen its local businesses, it also becomes important that the City expand its tax base by taking advantage of regional connections to serve an ever-expanding regional market. Specific Best Practices are discussed below:



Main Street, Lehi

Best Practice 9.1: Develop local neighborhood programs to bring residents together under common causes and character.

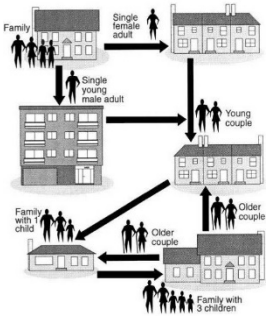


Diagram of life-cycle housing needs
Source: Envision Utah.

Neighborhoods are created by the coming together of individual households to form strong bonds. Communities are adopting programs and strategies to improve and strengthen neighborhood bonds and community character.

i. Life-Cycle Housing: Plan for housing suitable for different stages of life, including smaller, more affordable units for first-time buyers, singles, young couples, families with many children, and older home owners, as well as opportunities for senior citizen housing and long-term care/assisted living facilities. Housing policy should work to create opportunities for people to live and grow in the same community. This will enable young couples, families and the elderly to live near relatives, and stay within their same social networks (e.g. church boundaries) throughout their lives.

ii. Inclusionary Approach: High quality neighborhoods are inclusive and welcome people of all stages of life. Communities are addressing housing affordability using an inclusionary approach that allows for a mixture of housing types and prices, recognizing that housing affordability is integral to the long-term success of the City. Segregating housing by type, price, and size can lead to major divides in a community, most often along socioeconomic lines. This can ultimately lead to areas of higher crime, poverty, and other challenges. Ensuring neighborhoods include housing diversity minimizes the creation of these problem areas, and leads to a more inclusive, diverse, and accepting community. Children in such communities will grow up knowing people from different ages, walks of life, and from different socio-economic groups.

iii. Communal Activity: Community activity such as community gardens, joint art projects, dance and cultural exchange, and other such events introduce people to each other and make it easier for neighborhood policing

and easy identification of strangers. That sense of identity also puts *eyes on the street* and neighbors look out for each other's kids and property.

Planning should be strategic, and careful, to ensure that increased densities have minimum or low impacts on the fabric of existing neighborhoods.

PROPERTY HISTORY

September 23, 1998 The property was annexed into Lehi City with the Alpine School District Annexation.

REPORT ANALYSIS

The applicant is requesting to amend the General Plan land use designation of this approximately 21-acre property located at the southeast corner of 2300 West and 2100 North from LDR (Low Density Residential) with a NCN (Neighborhood Commercial Node) overlay to MDR (Medium Density Residential) and C (Commercial).

The applicant's narrative states that they propose to designate 4.3 acres of the property as Commercial, 12 acres as MDR, and maintain the remaining 5.6 acres as LDR to serve as a transition to the existing neighborhoods. The Commercial designation would be applied to the corner of 2100 North and 2300 West and allow for a more diverse variety of commercial uses. The change from neighborhood commercial to commercial would also allow for the commercial building footprints to be larger than 5,000 square feet.

The current General Plan land use designation of LDR would allow for the R-1-Flex zone which includes an overall maximum neighborhood density up to 3.5 units per acre. The applicant requests the amendment to MDR, which would allow an overall neighborhood density of up to 6 units per acre, so that they can provide a mix of housing opportunities within this area of the City. The applicant's narrative also expresses interest in creating an agreement to cap the total number of units instead of maximizing them if an amendment to the General Plan was approved.

The proposed General Plan amendment can provide opportunities to achieve **Best Practice 9.1** of the General Plan by providing additional housing diversity in the area. The applicant's narrative states that this location would support increased density because of its eventual proximity to commercial stores and services as well as its access to I-15, 2100 North, and other major crossroads. The applicant has been working with UDOT to permit a local access to eastbound 2100 North that would allow a second point of access out of the area.

The DRC had four comments on the proposed General Plan amendment, including the following:

1. The request would be a total of approximately 15 units of additional density more than what was planned for on the utility model.
2. The additional density requested at this location can be accommodated in lieu of reimbursement for roadway widening along 2300 West, including a dedicated right turn pocket onto 2100 North."
3. Under the existing General Plan designation of Low Density Residential (and R-1-Flex zoning) a maximum of 3.5 units per acre would be allowed. For the 21 acres, this would be 73 units, not 90 as stated in the narrative. If you subtract the 4 acres of proposed commercial, the maximum residential units on the remaining 17 acres would be 59 units. This would mean an increase of 24 residential units.
4. The proposed amendment provides some good transitional land uses and the commercial land use on the corner makes sense. Staff does have a concern that by increasing density here might take away from density/utility capacities in areas better suited for high density such as the TOD areas we have designated along UTA's corridor. It should be noted that 2100 North is identified as a primary transit corridor in the Draft Transit Master Plan, so more intensive land uses along 2100 North may make sense.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff gives a **NEUTRAL** recommendation to the City Council for the X Development general plan amendment, including DRC comments from July 22, 2020. This recommendation is based on the following findings:

1. The proposed General Plan amendment provides good transitional land uses to buffer low density residential from commercial uses on the corner.
2. The proposed General Plan amendment is consistent with Best Practice 9.1 of the General Plan by providing more opportunity for life-cycle housing and utilizing a more inclusionary approach.
3. The proposed amendment to the Lehi City General Plan is not detrimental to the public health, safety, and welfare of Lehi City.
4. The proposed General Plan amendment will not have a substantial adverse effect on surrounding property.
5. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public services to accommodate any potential future uses, including all landscaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features.
6. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed general plan amendment on August 13, 2020. The minutes and motion from this meeting are as follows:

3.1) Public hearing and recommendation of X Development's request for review of a General Plan amendment, changing the designation on approximately 21-acres located at approximately 2100 North 2300 West from NC (neighborhood commercial) and LDR (low density residential) to C (commercial) and MDR (medium density residential).

Jacob Curtis, City Planner, presented information on the agenda item.

Commissioner Nielsen asked the Commissioners if they had any questions for staff. Commissioner Everett mentioned that there wasn't sufficient infrastructure support in the Staff Report. Ross Dinsdale stated the increase can be accommodated with the road widening of 2300 West. Commissioner Nielsen asked what the allowable amount of units were compared to the proposed amount of units. Jacob stated the LDR allowable unit range was 88 units. Ross stated the proposed units for MDR were approximately 15 more units. Commissioner Hereth asked if the NC overlay near 2100 North was built when that took place. Jacob stated it looks as if it had been and is currently touching the property. He stated it would normally be allowed to rezone because it touches the property, but the applicant's idea is to continue the commercial corner like the previous commercial overlay. Kim Struthers stated it would be up to the Commissioners discretion whether or not they decide to depart from the current general plan. Commissioner Eyre asked if a right in/right out would be an option. Ross stated that an application with that option had been submitted to UDOT, and from a City standpoint that would be preferred and are supportive of that possibility.

The applicant, Dave Morton, was present and answered questions from the Commission. He stated they have discussed the development with the neighboring areas to try to work out the best solution (presented "Project Goal" presentation).

Commissioner Nielsen asked if the Commissioners had any questions for the applicant. Commissioner Hereth questioned the reasoning for changing NC to Commercial. The applicant stated it gives additional flexibility, specific to building size, as well as types of uses. Commissioner Nielsen asked about improvements along 2300 West and if it was in addition to what had been agreed upon. The applicant stated part of the discussion with staff is they would make those improvements without reimbursement. Commissioner Nielsen asked the applicant to clarify the number of units they were proposing. The applicant stated they are asking for 7 additional units, totaling 95. Commissioner Everett stated that takes into consideration the open space which pushes the density higher. Jacob stated the proposed open space is right around 2 acres. Commissioner Hereth asked where the improvements stop and what the extent are. The applicant stated their intent is to improve up to 2100 North and would work with the City and the

School District to find the best solution. Commissioner Nielsen asked for clarification on the intent for a couple of parcels of property that are undetermined and unaccounted for. The applicant stated they would work with the City to make sure it was taken care of. Commissioner Hereth asked if there was an access similar west of 1200 West. The applicant stated they are in the process of working with UDOT. Commissioner Eyre stated it would be a huge benefit as a way for kids to get off of 2300 West to walk to school and off of the busy road.

Commissioner Nielsen opened public hearing for agenda item 3.1 and acknowledged the comments that were received.
Commissioner Nielsen closed public hearing for agenda item 3.1

Commission and Staff discussed the item. Commissioner Peterson observed while he felt he would be more inclined to move forward if this were a concept plan, although he liked what was presented, he felt reviewing this as a zone change had too many unknowns. Commissioner Nielsen agreed with Commissioner Peterson. He liked the layout of having LDR buffering existing homes and creating a cohesive and diverse neighborhood with the open space that has been provided. He stated the idea of having quick access to arterial roads and the existing connection to 2100 North will have a huge benefit. He did not have a strong opinion on NC or Commercial. Ross Dinsdale stated the concerns for traffic have been looked at carefully. With a right in/right out it is not likely to increase traffic significantly. He stated it will hopefully be a benefit to the neighborhood. Commissioner Hereth stated his children used to attend North Point Elementary and there are a lot of traffic conditions on 2100 North. He asked what the applicant would say to residents why more development is being allowed. Ross stated Thanksgiving Point is an area plan and the traffic is far exceeded the amount of traffic. This area has planned for an amount of traffic increase, where this will add a slight increase. Kim Struthers agreed with Ross that Thanksgiving Point has its own traffic plan and that any traffic in any area might compound traffic, but this development is not under the same restriction that Thanksgiving Point is under. Commissioner Nielsen inquired if this area has had a traffic study done. Ross stated that UDOT has done a traffic study, but it has not been required in the past, other than for a UDOT approval. The City is in the process with UDOT to start expanding 2300 West and 3600 West, in between 2100 North, where there is a 5 lane road section, hoping to increase the capacity to alleviate traffic conditions in that area. Commissioner Nielsen stated traffic is a high level infrastructure that should be figured out well in advance before change. Commissioner Everett agreed with Commissioner Peterson with the cart before the horse analogy. He liked the idea conceptionally, however, there is really only one route and the only improvement with curb and gutter along 2300 West, which is a huge improvement, but he doesn't see it coming from the South neighborhoods. The applicant stated they are asking for small increases in density as well as the cost and effort in getting access to 2100 North. He stated is it consistent with LDR and does not make sense along 2100 North and their concern in prolonging the development is anti-productive. Commissioner Nielsen asked what the timeframe from UDOT was. Eric has been working with Hales Engineering and indicated that they are moving forward and are about 6 to 8 weeks away. Commissioner Eyre stated the most problematic thing for him is NC to Commercial due to the uses of the building. Kim stated the NC is limited to 5,000 sqft. The applicant stated they are willing to work with the City and neighbors and will continue to do so throughout the process. Commissioner Hereth asked about height restriction with the general plan amendment. Kim stated that would have to be done through a separate development agreement through Council with Planning Commission recommendations.

Commissioner Nielsen stated he would entertain a motion.

Motion: Commissioner Hereth motioned to forward a positive recommendation to City Council of **X Development's request for review of a General Plan amendment, changing the designation on approximately 21-acres located at approximately 2100 North 2300 West from NC (neighborhood commercial) and LDR (low density residential) to C (commercial) and MDR (medium density residential)**; including all DRC comments from July 22, 2020. Based on the findings this general plan amendment provides good transitional land uses to buffer above residential uses from commercial on the corner, being that this corner is a freeway plan for more intense commercial use appropriate at the intersection. That the developer has worked with residents in mind by creating low density buffers around the current neighborhood for transitional MDR and Commercial and that the General Plan Amendment is consistent with best practices by 1) is not detrimental to the public health, safety, and welfare of the City 2) not have substantial adverse effects of properties 3) and suitable by design, location and shape. Also, with the understanding that the developer will be widening 2300 West without reimbursement from the City and in lieu the Developer will be offered a 95 unit cap. A proposed recommendation that a height restriction on the Commercial Property is appropriate to limit the use of the com-

mercial zone. Commissioner Bunker seconded.

Vote: Commissioner Nielsen, yes; Commissioner Peterson; no; Commissioner Ellis, yes; Commissioner Everett, no; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Eyre, yes. The motion passed unanimously. 5-2

X Development General Plan Amendment
DRC Redline Comments

Keaton Morton - requests review of the X Development General Plan amendment, changing the designation on approximately 21-acres located at approximately 2100 North 2300 West from NC and LDR to C and MDR.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Date of Plans Reviewed: 07/14/2020

DRC REDLINE COMMENTS:
Glade – Power: No comment for zone change. (General: A power study/ Master Plan for power will be required for development.) For questions call or e-mail: gkirkham@lehi-ut.gov 385.201.2616
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering:
1. The request would be a total of approximately 15 units of additional density more than what was planned for on the utility model.
2. The additional density requested at this location can be accommodated in lieu of reimbursement for roadway widening along 2300 West, including a dedicated right turn pocket onto 2100 North."

Kim – Planning:
3. Under the existing General Plan designation of Low Density Residential (and R-1-Flex zoning) a maximum of 3.5 units per acre would be allowed. For the 21 acres, this would be 73 units, not 90 as stated in the narrative. If you subtract the 4 acres of proposed commercial, the maximum residential units on the remaining 17 acres would be 59 units. This would mean an increase of 24 residential units.
4. The proposed amendment provides some good transitional land uses and the commercial land use on the corner makes sense. Staff does have a concern that by increasing density here might take away from density/utility capacities in areas better suited for high density such as the TOD areas we have designated along UTA's corridor. It should be noted that 2100 North is identified as a primary transit corridor in the Draft Transit Master Plan, so more intensive land uses along 2100 North may make sense.

General Comments
1. Recommend removing the aerial from Exhibit 2 or update the land uses shown to be consistent with what is proposed to eliminate confusion for the Planning Commission and City Council.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 13, 2020.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

I. Description of Request

The purpose of this request is to obtain a General Plan Amendment for approximately 21 gross acres along the 2100 North corridor generally located at the southeast corner of 2300 West and 2100 North. The site is within the City of Lehi, Utah. The owner will also take the steps toward processing a Preliminary Plat subsequent to this General Plan Amendment.

The application is to change the existing mixed use of Neighborhood Commercial and Low Density Residential (LDR) for a mix of Commercial and Medium Density Residential use (MDR) with no more than 95 residential units. The existing Neighborhood Commercial area borders is not well defined. The proposal is to specify an area of approximately four acres and designate the use as Commercial. The change in use would allow for more appropriate uses on the highly visible corner of 2100 North and 2300 West. The existing residential yield would allow for approximately 90 dwelling units. This proposed amendment would potentially allow for a much higher number of dwelling units; however, we are proposing an agreement to cap the number of dwelling units to no more that 95 residential units which is similar to the existing use. The proposed changes will provide a more sustainable land use plan that will establish a distinct, complimentary and exceptional community in which to live.

II. Project Location

The property is currently vacant and undeveloped. The property sits on the corner of 2300 West and 2100 North. 2100 North is a highway and 2300 West serves an arterial road for the City of Lehi. The property has approximately 1,200 linear feet of frontage on 2100 North and 1,000 linear feet of frontage on 2300 West. The property also has 500 linear feet adjacent to the Union Pacific Railroad. The project consists of several existing parcels: 12:027:0107, 12:027:0075, 12:027:0056

III. Narrative

a. The reason and justification for the needed change in use for this property is primarily due to the location of the property at the corner of two major roadways. 2100 North is planned to become a freeway and the existing highway is planned to convert into a frontage road (see Exhibit 1-UDOT Plan). The proposed use change will better serve the community with access to commercial services in an area that is currently under served. It will also allow for more appropriate uses on a highly visible intersection. It will minimize the development of new homes on unwanted lots adjacent to a highway and Railroad main line.

b. Lehi City is at the center of Utah's future. One of the stated goals of the City is to provide diverse economic and employment opportunities and encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods as well as encourage local neighborhood nodes that provide day to day small-scale, locally-owned businesses and services. The proposed change in land use would allow for smaller locally-owned businesses to establish a place of business apart from the major business hubs where they do not fit. It would provide central access and visibility needed for the smaller business to thrive. The community nearby would benefit from services that are currently not available without having to traverse highways or freeways

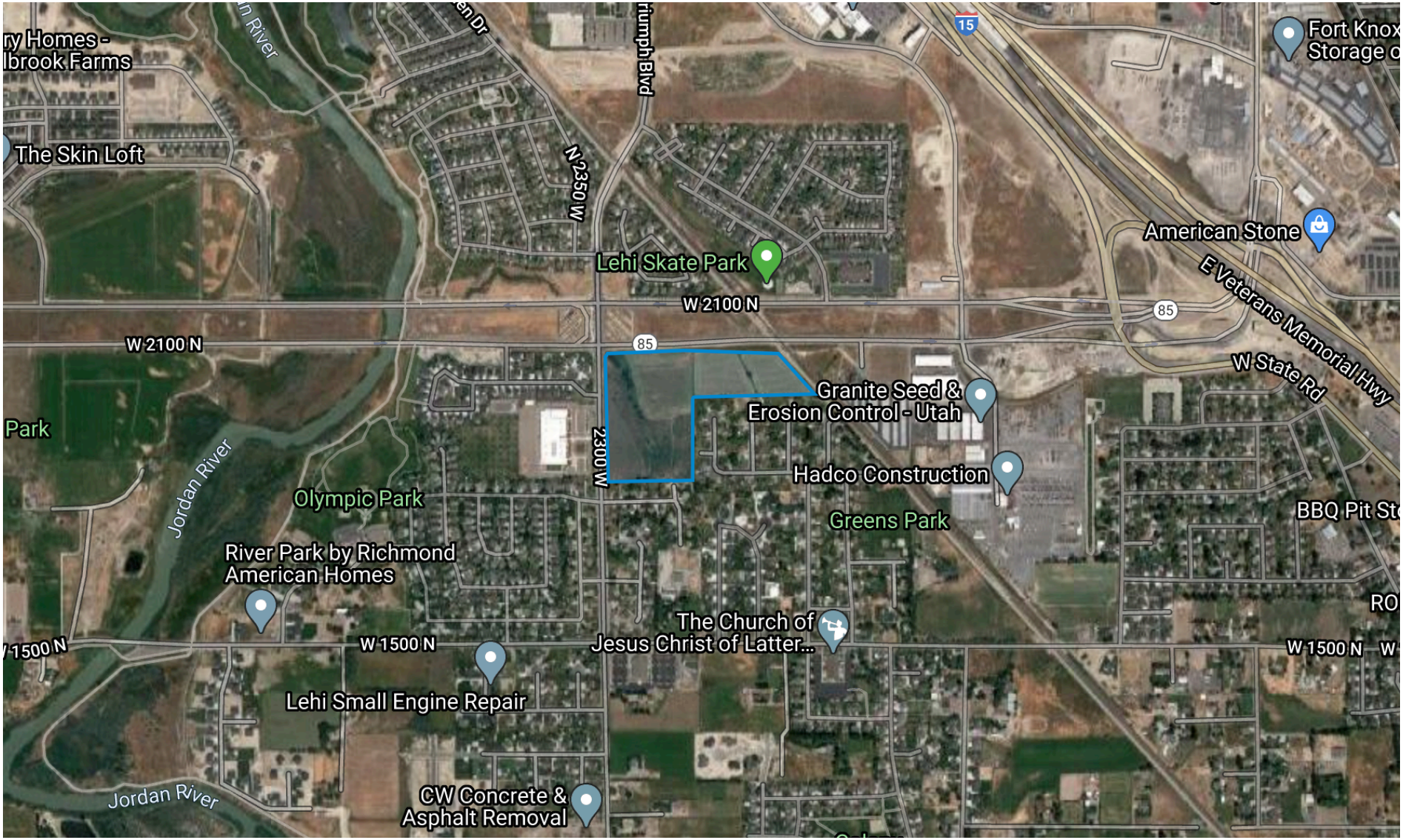
c. The proposed land use will be extremely compatible with the already developed adjacent properties. The proposal includes new development similar to the existing properties at the shared boundary

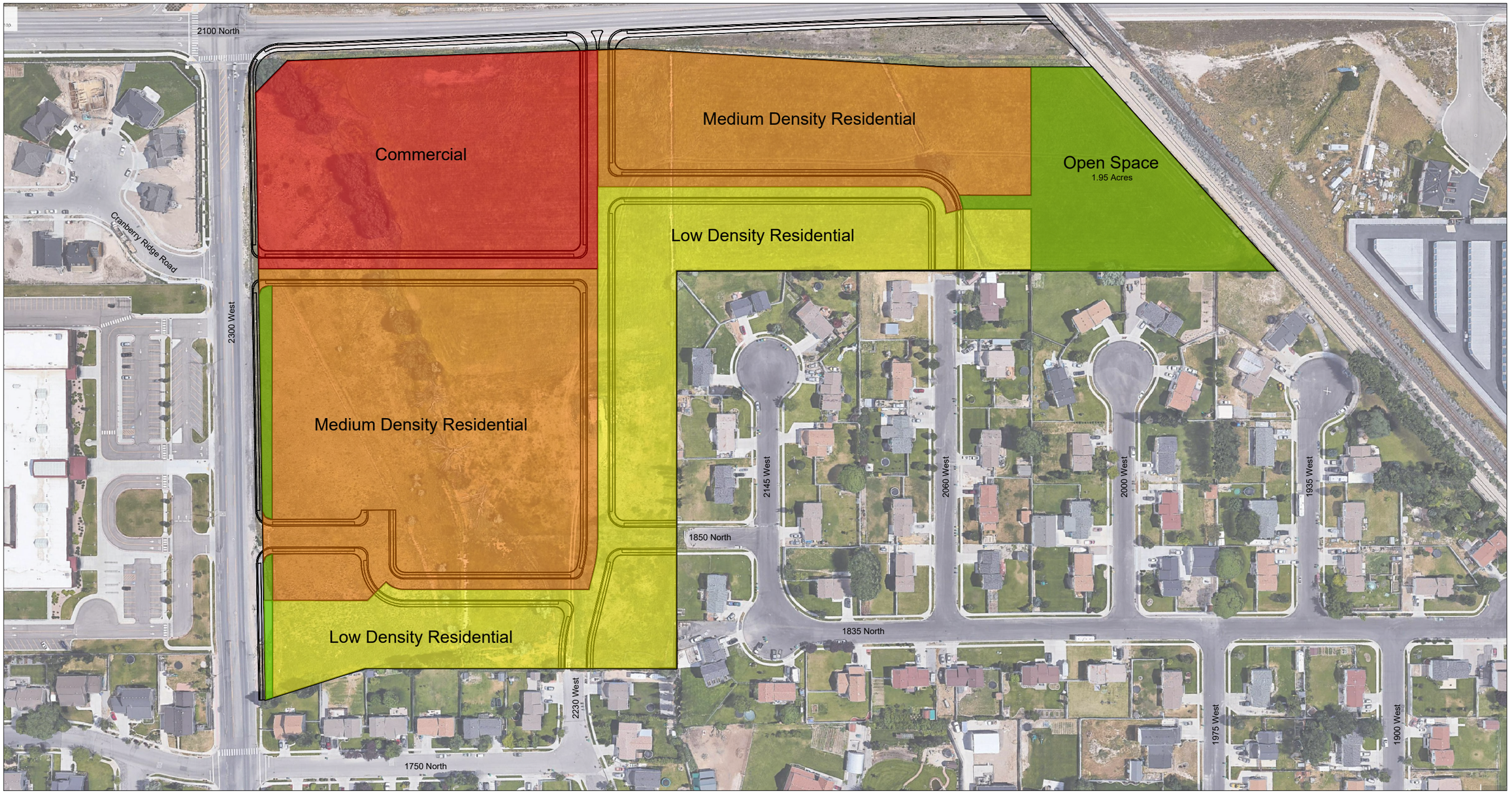
lines. The new residential development will serve as a good buffer between the existing homes and the future commercial. It will also help to insulate the existing homes from the highway.

d. The proposed project is surrounded by residential to the south and southeast. 2100 North is to the North, Union Pacific Railroad is to the east and 2300 West is to the West. Farther west on the other side of the road is North Point Elementary School. The Character of the surrounding area is diverse as there exists a mix of older and newer development. The project would enhance the area and serve as a good mix combining the older character with the new feel of a major intersection and the constant movement that comes from being located closely to mass transit and a highway.

e. The development of the proposed project would add significant gains and benefit the overall community immensely. The project would provide much needed access to North Point Elementary School where several students are unable today to access by biking or walking. The proposed project would also benefit the community with additional options for shopping as well as traffic routes. The change in land use will start the process to develop the project which will greatly enhance the community.

Exhibit 2- Aerial





	Gross Acres
Overall Gross Acres:	21.92
Commercial Gross Acres:	4.37
Commercial Net Acres:	3.78
Residential Gross Acres:	17.55

Commercial	4.37
Medium Density Residential	11.96
Low Density Residential	5.59

Common Open Space Acres: 2.18
% of Residential Gross Acres: 12.42%

July 21, 2020

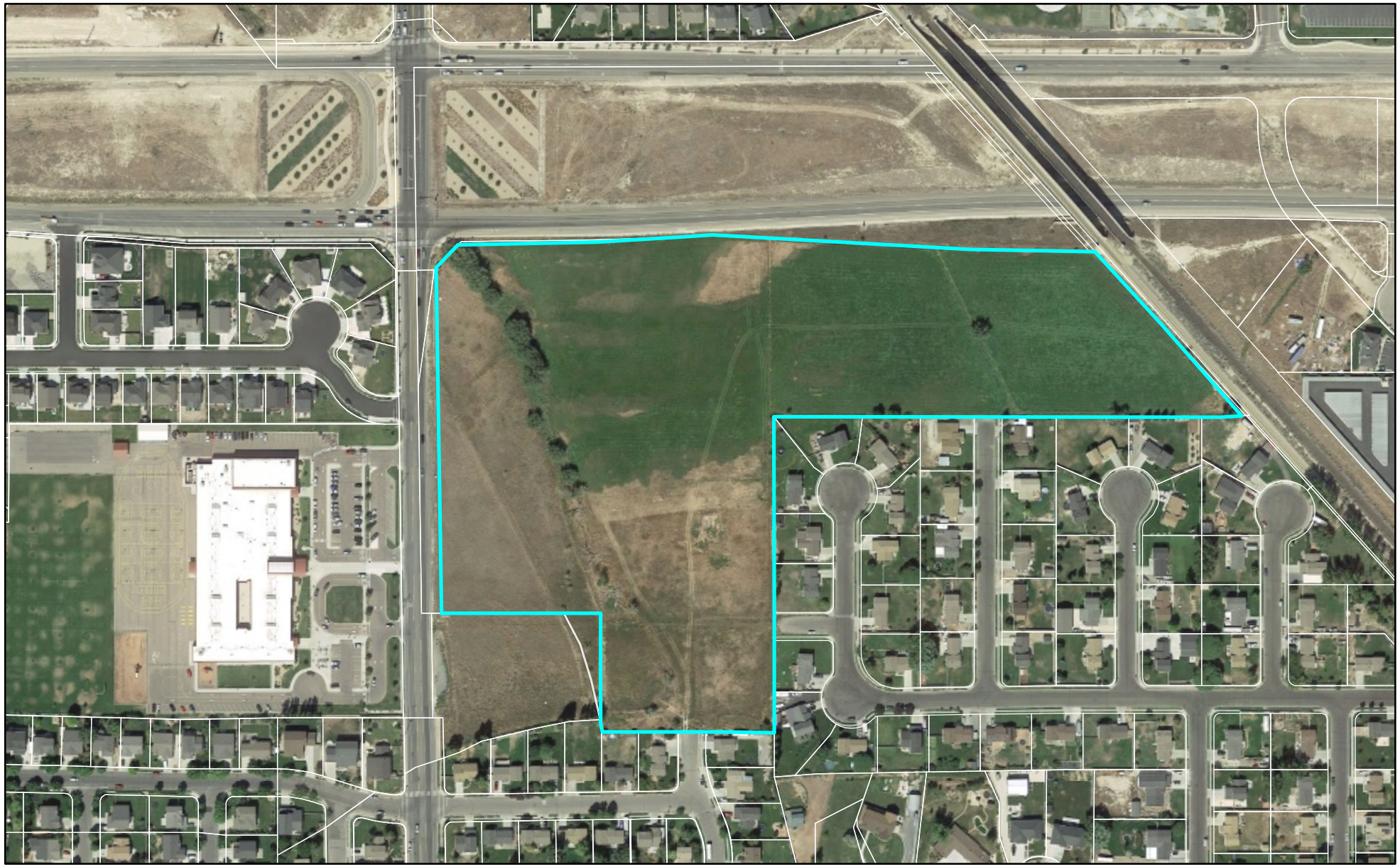
North

0 150

CivilScience Engineers | Surveyors | Planners
Steve McCutchan
3164 Club House Drive
Lehi, UT 84043
smccutchan@civilscience.com
801-557-6945

X Development General Plan Amendment

Aerial

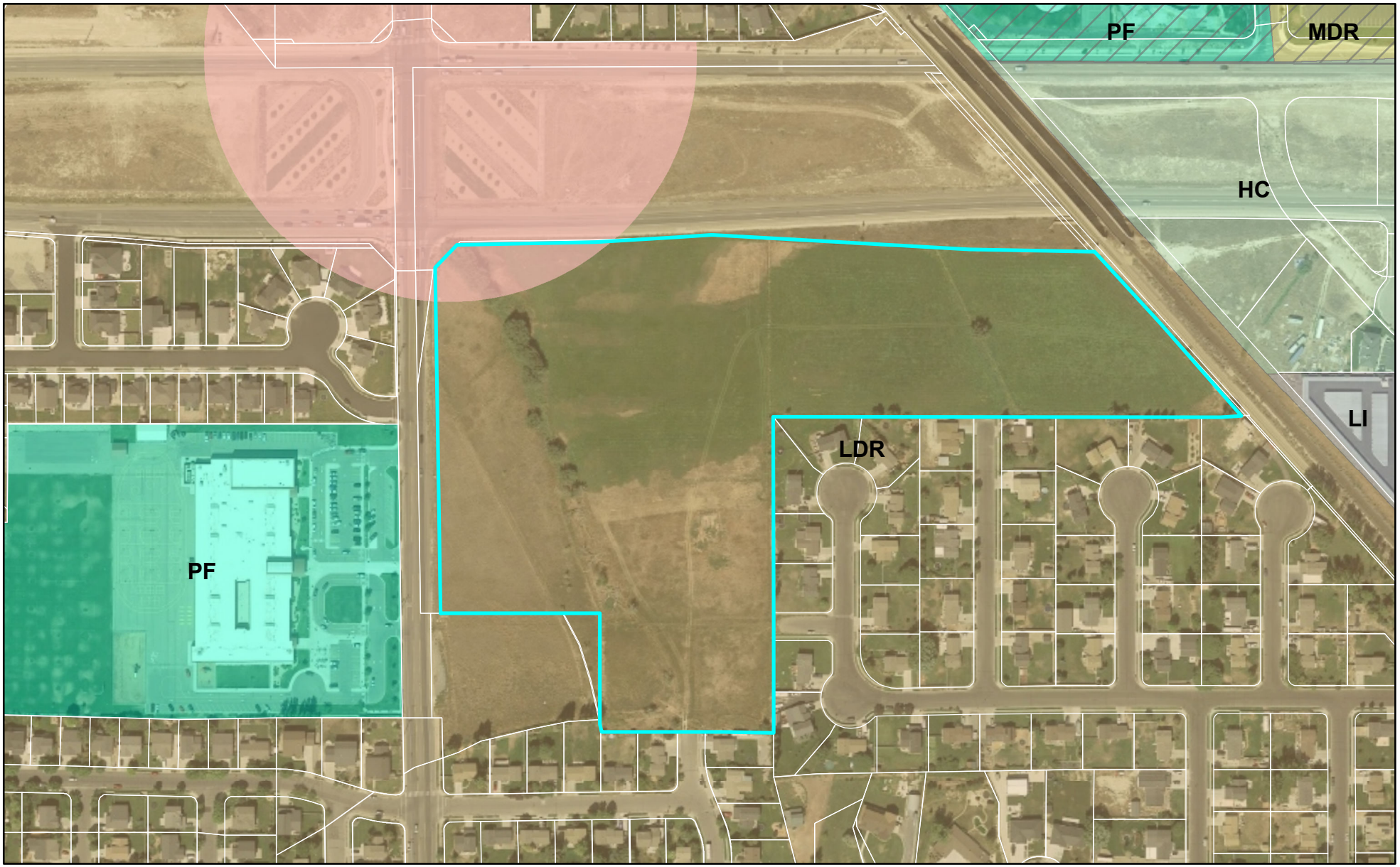


0 330 660 Feet

LEHI CITY

X Development General Plan Amendment

General Plan

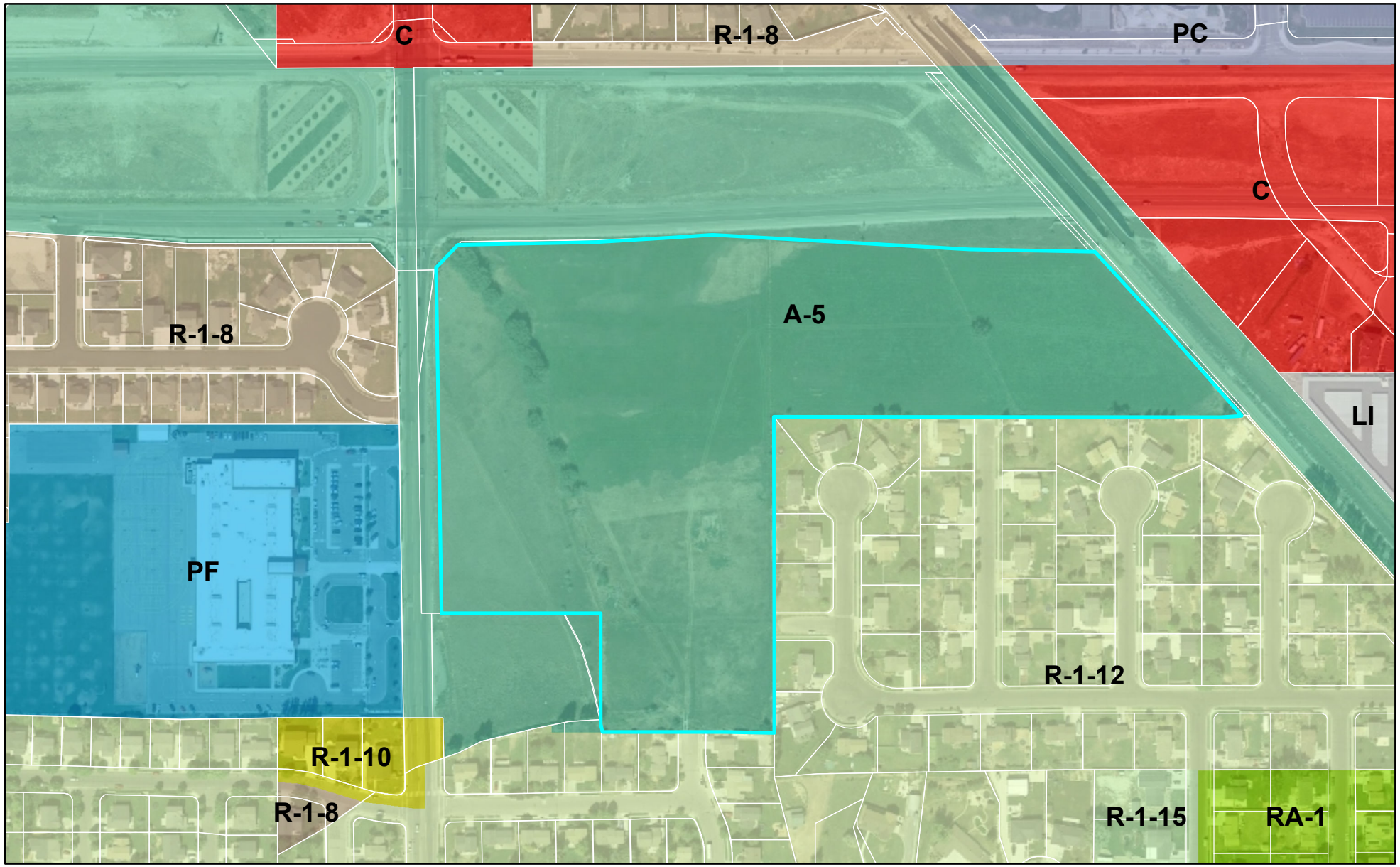


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LEHI CITY

X Development General Plan Amendment

Zoning



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LEHI CITY

ORDINANCE NO: 54-2020

ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP FOR X DEVELOPMENT

WHEREAS, on September 22, 2020, following all necessary public hearings, the Lehi City Council adopted an amendment to the Lehi City General Plan which included the 2017 Land Use Element together with the Lehi City General Plan Land Use Map; and

WHEREAS, the Lehi City Planning Commission held a public hearing on August 13, 2020, to review and make a recommendation on the General Plan Amendment located at approximately 2100 North 2300 West changing the land use designation from Low Density Residential with a Neighborhood Commercial overlay to Medium Density Residential and Commercial, as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on September 22, 2020, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map from Low Density Residential with a Neighborhood Commercial overlay to Medium Density Residential and Commercial;

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the subject properties from Low Density Residential with a Neighborhood Commercial overlay to Medium Density Residential and Commercial. The total amendment will include approximately 21-acres of property located at approximately 2100 North 2300 West, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

A. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

B. The City Council hereby directs that the official copy of the Lehi City General Plan be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

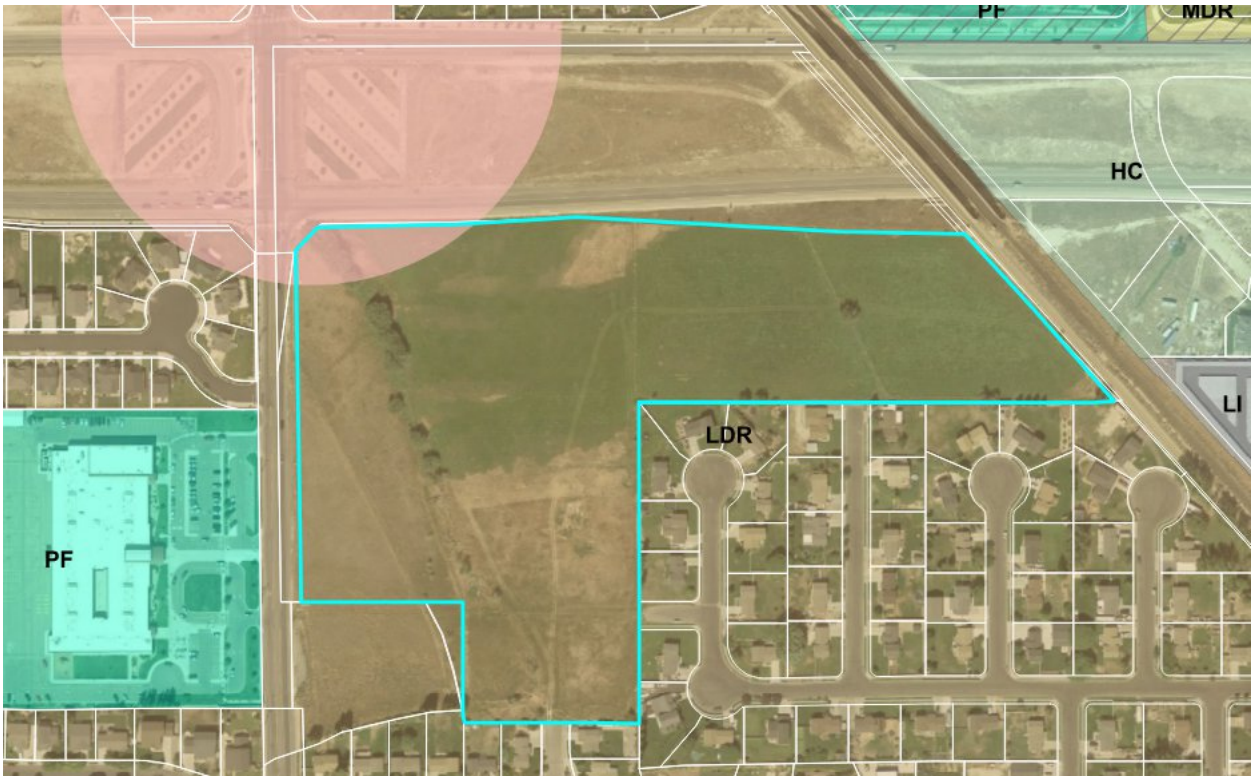
Approved and Adopted by the City Council of Lehi City this 22nd day of September, 2020.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A



GUTIERREZ DUBOIS ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Danny Gutierrez & Mike Dubois		
Meeting Date	September 22, 2020		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 1402 West 900 North		
Project Area	Approximately 23.9 acres		
Existing Zoning	A-1		
Proposed Zoning	R-1-15		
Existing General Plan Land Use Designation	VLDRA (Very Low Density Residential)		
Adjacent Zoning and Land Use	*North*	A-1	Single family residential
	South	R-1-22	Pelican Pointe Subdivision
	East	A-1	Undeveloped
	West	A-1	Single family residential
Date of DRC Review	August 12, 2020		
Date of Planning Commission Review	August 27, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Very Low Density Residential (VLDR)

The purpose of the Very Low Density Residential (VLDR) classification is to provide for large-lot single-family residential areas and/or hobby farm developments. The overall neighborhood density is not to exceed 2.5 units per acre. Applicable Zoning District classifications, depending on the area, include R-1-15, RA-1, and R-1-22.



APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

December 14, 1978- Part of the property was annexed into the City as part of the Lehi Meadows Addition

September 30, 1981- Part of the property was annexed into the City as part of the Phillips and Maupin Property Annexation

September 15, 1993- Part of the property was annexed into the City as part of the Leo Hadfield Addition

July 28, 2020- The City Council approved a General Plan amendment from VLDRA to VLDR.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from A-1 to R-1-15 for approximately 23.9 acres of property located at approximately 1402 West 900 North. This zone change is consistent with the recently approved General Plan designation of VLDR for the property.

The purpose of Very Low Density Residential Districts such as R-1-15 is to provide for large-lot single-family residential areas.

The DRC had two comments on the proposed zone change, including the following:

1. Water dedication is required for the R-1-15 zone at a rate of 1.13 acre feet of culinary water per acre of property and 2.56 acre feet of irrigation water per acre of property. Water dedication must be complete prior to recording the zone change and submission of a preliminary subdivision application.
2. Provide a complete single legal description of the property included in the zone change and also provide an exhibit showing the area for the zone change.

Please include the DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the proposed Gutierrez Dubois zone change, including DRC comments from August 12, 2020. This recommendation is based on the following findings:

1. The proposed zone change is consistent with the goals and policies of the General Plan.
2. The proposed change is compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will not unduly affect the uses, or proposed uses for nearby and adjoining properties.
4. The proposed change does not affect the health, safety, and welfare of the City.
5. The proposed zone change is consistent with the recently approved General Plan designation of VLDR.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on August 27, 2020. The minutes and motion from this meeting are as follows:

2.4) Public hearing and recommendation of Danny Gutierrez & Mike Dubois's request for review of the Gutierrez Dubois Zone Change, changing the zoning on 22.9 acres located at 1454 West 900 North from A-1 (agriculture) to R-1-15 (residential).

2 DRC Comments

Watch video. Mouse in Chambers.

Chairman Hemmert opened public comment.

This comment section applied to 2.3 as well as 2.4.

Chairmen Hemmert closed public comment.

Commissioner Nielsen moved to recommend approval. Commissioner Hereth seconded. Commissioner peterson nay, Commissioner Everett nay, Commissioner Hemmert nay. Motion passed

> **Motion**: Commissioner Nielsen motioned to approve of Danny Gutierrez & Mike Dubois's request for review of the Gutierrez Dubois Zone Change, changing the zoning on 22.9 acres located at 1454 West 900 North from A-1 (agriculture) to R-1-15 (residential). including all DRC comments and findings stated in the report. Commissioner Hereth seconded.
>
> **Vote:** Commissioner Nielsen, yes; Commissioner Peterson; No; Commissioner Ellis, yes; Commissioner Everett, No; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Hemmert, No. The motion passed.

Gutierrez Dubois Zone Change
DRC Redline Comments

Danny Gutierrez & Mike Dubois - request review of the Gutierrez Dubois Zone Change, changing the zoning on 22.9 acres located at 1454 W 900 N from A-1 to R-1-15

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Date of Plans Reviewed: 08/04/2020

DRC REDLINE COMMENTS:
Glade – Power: No comments. Off-site line extension/upgrade will be required to serve this area.
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning:
1. Water dedication is required for the R-1-15 zone at a rate of 1.13 acre feet of culinary water per acre of property and 2.56 acre feet of irrigation water per acre of property. Water dedication must be complete prior to recording the zone change and submission of a preliminary subdivision application.
2. Provide a complete single legal description of the property included in the zone change and also provide an exhibit showing the area for the zone change.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 27, 2020.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

In reference to the following parcels:

1. MDT INC 1454 W 900 N Lehi Utah 84043
Tax Id's:
46:345:0002 4.89 Acres Lot Line Adjustment completed
46:345:0003 2.99 Acres
2. MDT INC
1335 W 1220 N
Tax Id: 12:033:0024 6.5 Acres
3. Michael and Joanne Dubois
1065 N Trinnaman Lane Lehi Utah 84043
Tax id: 12:033:0036 8.47 Acres

To whom it may concern:

We recently applied for a General Plan Amendment changing the master plan to VLDR. The City Council approved the change on July 28th 2020. We are asking for the Zone change since we are now in conformity to the General Plan.

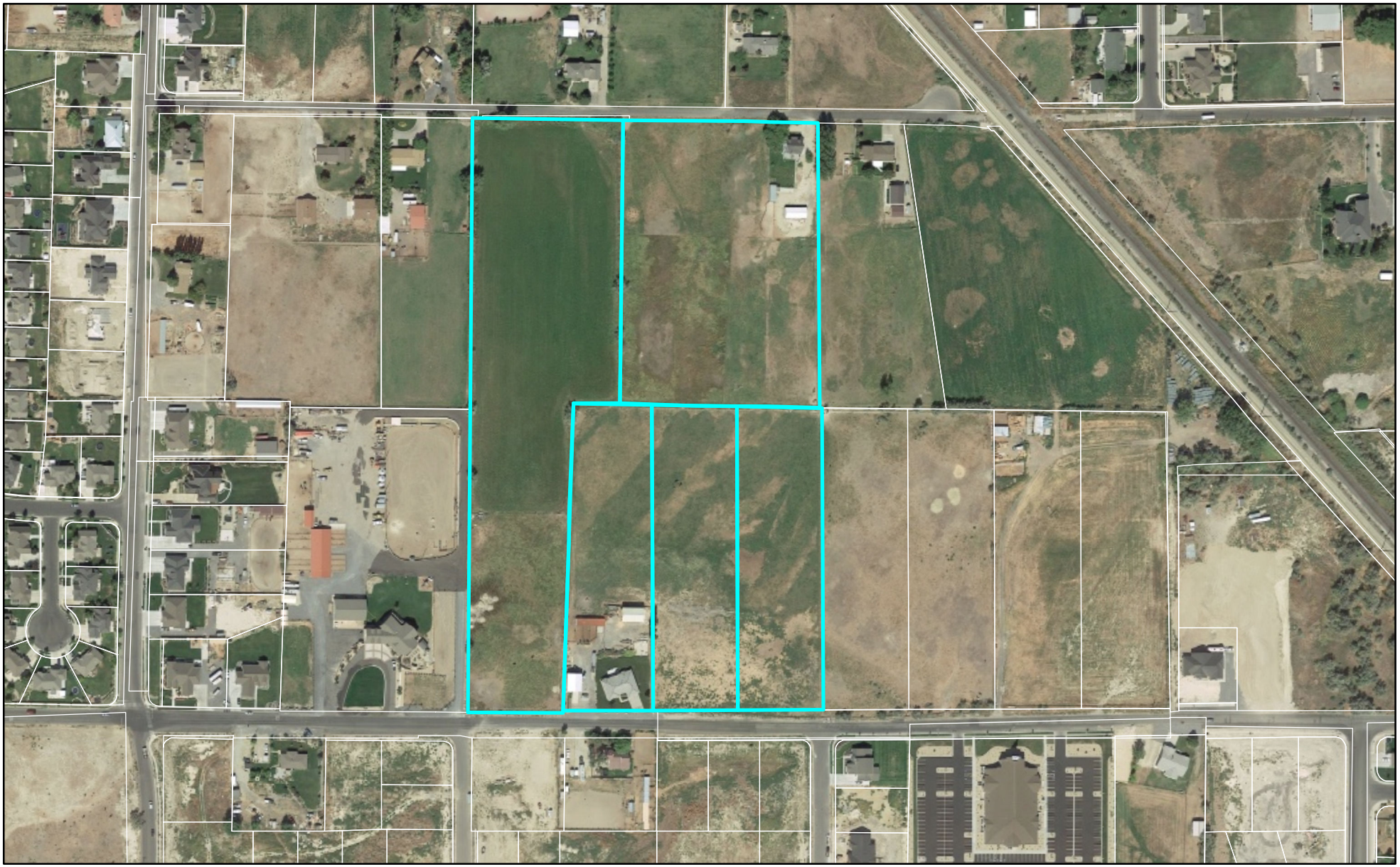
The proposed change is from A-1 to R-1-15.

Danny Gutierrez and Michael Dubois



Gutierrez Dubois Zone Change

Aerial

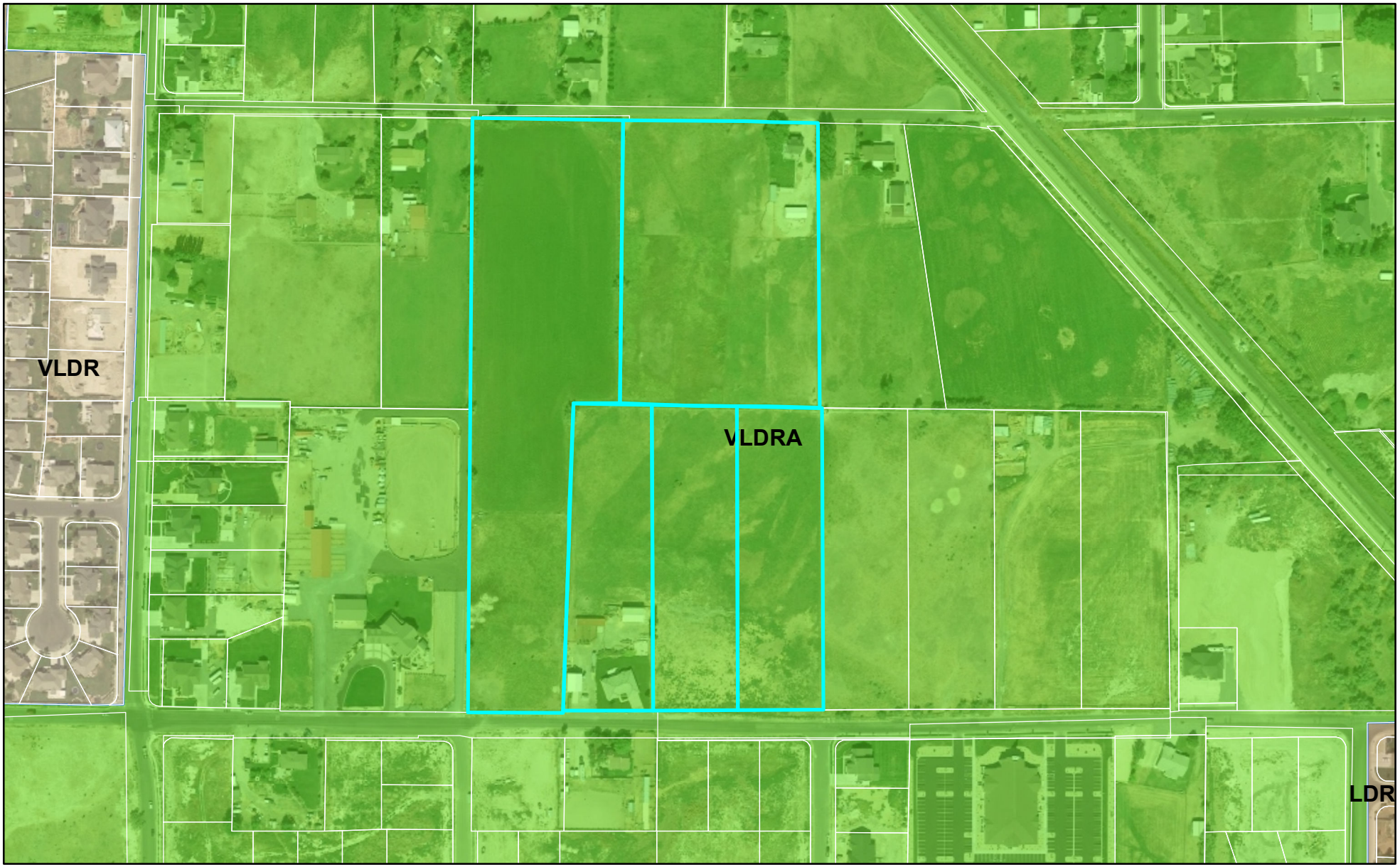


0 370 740 Feet

LEHI CITY

Gutierrez Dubois Zone Change

General Plan

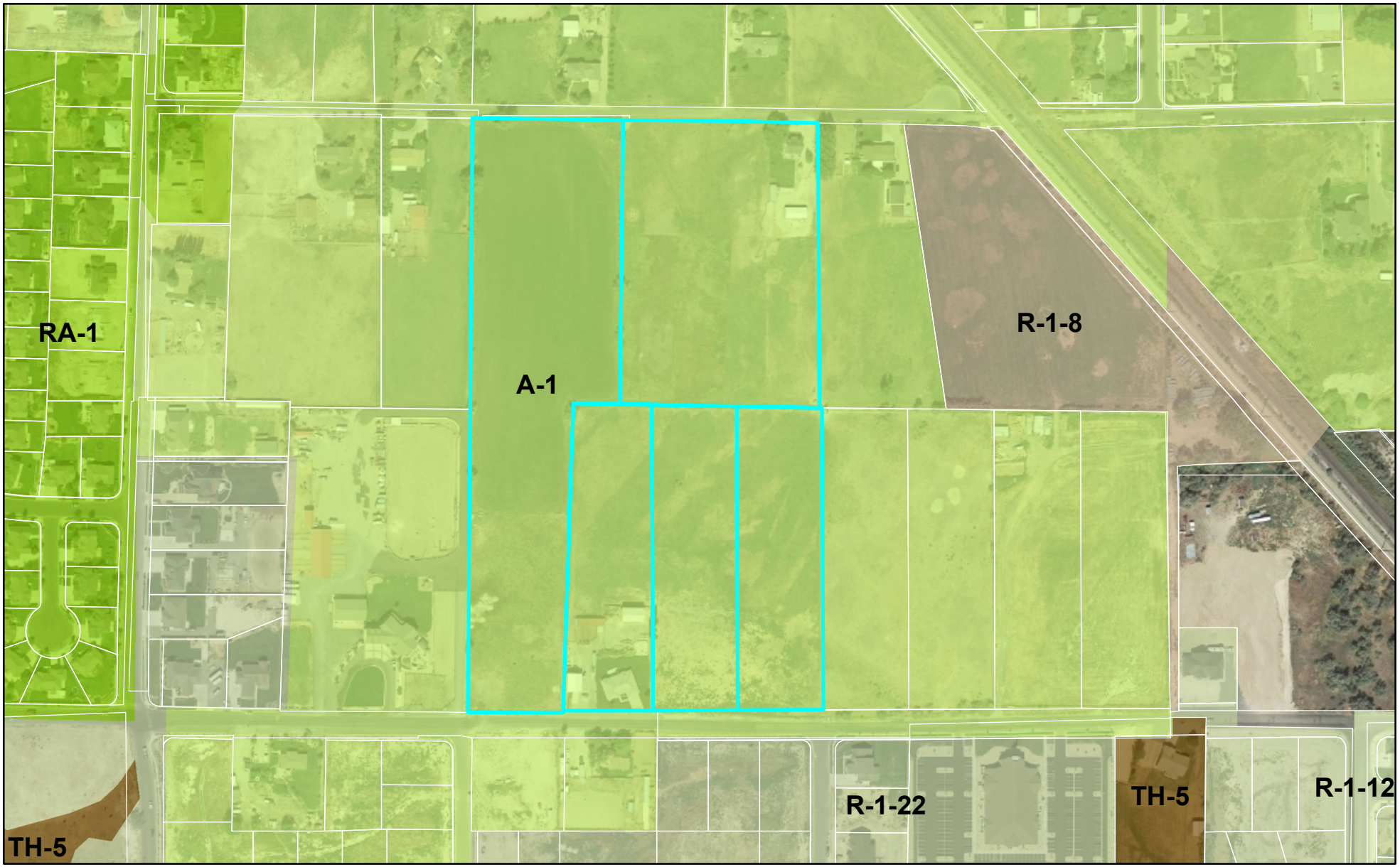


0 370 740 Feet

LEHI CITY

Gutierrez Dubois Zone Change

Zoning



0 370 740 Feet

LEHI CITY

ORDINANCE NO: 55-2020

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT FOR APPROXIMATELY 1402 W 900 N

WHEREAS, Danny Gutierrez & Mike Dubois, authorized agents for the owners of property located at approximately 1402 West 900 North and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcels designated as R-1-15 (Very Low Density Residential); and

WHEREAS, following a public hearing on August 27, 2020, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on September 22, 2020, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of August 27, 2020; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on October 25, 2011 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to R-1-15 (Very Low Density Residential).

PART II:

A. If a provision of this Ordinance -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 22nd day of September, 2020.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

GUTIERREZ DUBOIS ZONE CHANGE LEGAL DESCRIPTION

BEGINNING AT A POINT THAT IS NORTH 00°28’15” WEST 1288.32 FEET AND SOUTH 89°31’45” WEST 779.29 FEET FROM THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 0°20’28” EAST 640.19 FEET; THENCE SOUTH 89°23’33” EAST 5.59 FEET; THENCE SOUTH 0°13’34” EAST 677.71 FEET TO THE NORTH RIGHT OF WAY LINE OF 900 NORTH STREET; THENCE SOUTH 89°46’26” WEST AONG SAID RIGHT OF WAY, 381.80 FEET; THENCE NORTH 0°13’34” WEST 236.41 FEET; THENCE NORTH 89°00’42” WEST 193.30 FEET; THENCE SOUTH 01°58’49” WEST 245.57 FEET TO THE NORTH RIGHT OF WAY LINE OF 900 NORTH STREET; THENCE NORTH 89°37’54” WEST ALONG SAID RIGHT OF WAY, 212.65 FEET; THENCE NORTH 0°26’43” EAST 1334.27 FEET; THENCE SOUTH 89°13’24” EAST 337.60 FEET; THENCE SOUTH 0°36’55” WEST 0.01 FEET; THENCE SOUTH 89°38’41” EAST 278.06 FEET; THENCE SOUTH 87°31’05” EAST 54.24 FEET; THENCE SOUTH 89°00’57” EAST 104.88 FEET TO THE POINT OF BEGINNING

CONTAINS 995,613 SQ FT

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #56-2020 approval of the Gutierrez Zone Change, changing the zoning on 0.92 acres located at approximately 482 West 1425 South from TH-5 (transitional holding) to RA-1 (residential/agriculture).
Petitioner: Danny Gutierrez & Mike Dubois

Suggested Action:

Attachments:
CC Staff Report Gutierrez (Titan Constructors) Zone Change 09.22.20.docx

Gutierrez Zone Change DRC 08.12.2020.docx

Gutierrez (Titan Constructors) Zone Change 08.12.20 narrative, map.pdf

Gutierrez (Titan) ZC aerial.pdf

Gutierrez (Titan) ZC GP.pdf

Gutierrez (Titan) ZC Zoning.pdf

Ord 56-2020.docx

GUTIERREZ (TITAN CONSTRUTORS) ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Titan Constructors		
Meeting Date	September 22, 2020		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 1375 S 500 W		
Project Area	0.92 acres		
Existing Zoning	TH-5 (Transitional Holding)		
Proposed Zoning	RA-1		
Existing General Plan Land Use Designation	VLDR (Very Low Density Residential) with NC overlay (Neighborhood Commercial)		
Adjacent Zoning and Land Use	*North*	TH-5	Undeveloped
	South	RA-1	Lehi Park View Subdivision
	East	RA-1	Lehi Park View Subdivision
	West	R-1-22	Cottonwood Estates Plat D Subdivision
Date of DRC Review	August 12, 2020		
Date of Planning Commission Review	August 27, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Very Low Density Residential (VLDR)

The purpose of the Very Low Density Residential (VLDR) classification is to provide for large-lot single-family residential areas and/or hobby farm developments. The overall neighborhood density is not to exceed 2.5 units per acre. Applicable Zoning District classifications, depending on the area, include R-1-15, RA-1, and R-1-22.



APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;

6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

August 14, 2007 – This property was annexed into Lehi as part of the 500 West 1100 South Annexation.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from TH-5 to RA-1 for 0.92 acres. This zone change is consistent with the General Plan designation of VLDR for the property.

The purpose of Very Low Density Residential Districts such as RA-1 is to provide for large-lot single-family residential areas and/or hobby farm developments.

The DRC had four comments on the proposed zone change, including the following:
1. Water dedication is required for the RA-1 zoned area at a rate of 1.13 acre feet of culinary water per acre of property and 2.56 acre feet of irrigation water per acre of property. Water dedication must be complete prior to recording the zone change.
2. A separate subdivision application will need to be submitted to complete the subdivision. The zone change must be approved and recorded prior to the submittal of a subdivision application.
3. The provided legal description does not match the 0.92 acre zone change request. Provide an updated legal description showing the 0.92 acres prior to scheduling for Planning Commission.

Please include the DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the proposed Gutierrez (Titan Constructors) zone change, including DRC comments from August 12, 2020. This recommendation is based on the following findings:

1. The proposed zone change is consistent with the General Plan designation of VLDR.
2. The proposed zone change is consistent with the goals and policies of the General Plan.
3. The proposed change is consistent and compatible with the General Plan land uses of nearby and adjoining properties.
4. The proposed change will not unduly affect the uses, or proposed uses for nearby and adjoining properties.
5. The proposed change does not affect the health, safety, and welfare of the City.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on August 27, 2020. The minutes and motion from this meeting are as follows:

2.3) Public hearing and recommendation of Titan Constructor's request for review of the Gutierrez Zone Change, changing the zoning on 0.92 acres located at approximately 482 West 1425 South from TH-5 (transitional holding) to RA-1 (residential/agriculture).

DRC has 4 comments.

Charment Hemmert asked for clarification of the acreage.

Chairman Hemmert opened public comment.

Chairmen Hemmert closed public comment.

Motion: Commissioner Everett moved to forward a positive recommendation of Titan Constructor's request for review of the Gutierrez Zone Change, changing the zoning on 0.92 acres located at approximately 482 West 1425 South from TH-5 (transitional holding) to RA-1 (residential/agriculture). including all DRC comments and findings stated in the report. Commissioner Everett seconded.

Vote: Commissioner Nielsen, yes; Commissioner Peterson; yes; Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Hemmert, yes. The motion passed unanimously.

Gutierrez Zone Change
DRC Redline Comments

Titan Constructors - requests review of the Gutierrez Zone Change, changing the zoning on 0.92 acres located at approximately 482 West 1425 South from TH-5 to RA-1.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Date of Plans Reviewed: 08/03/2020

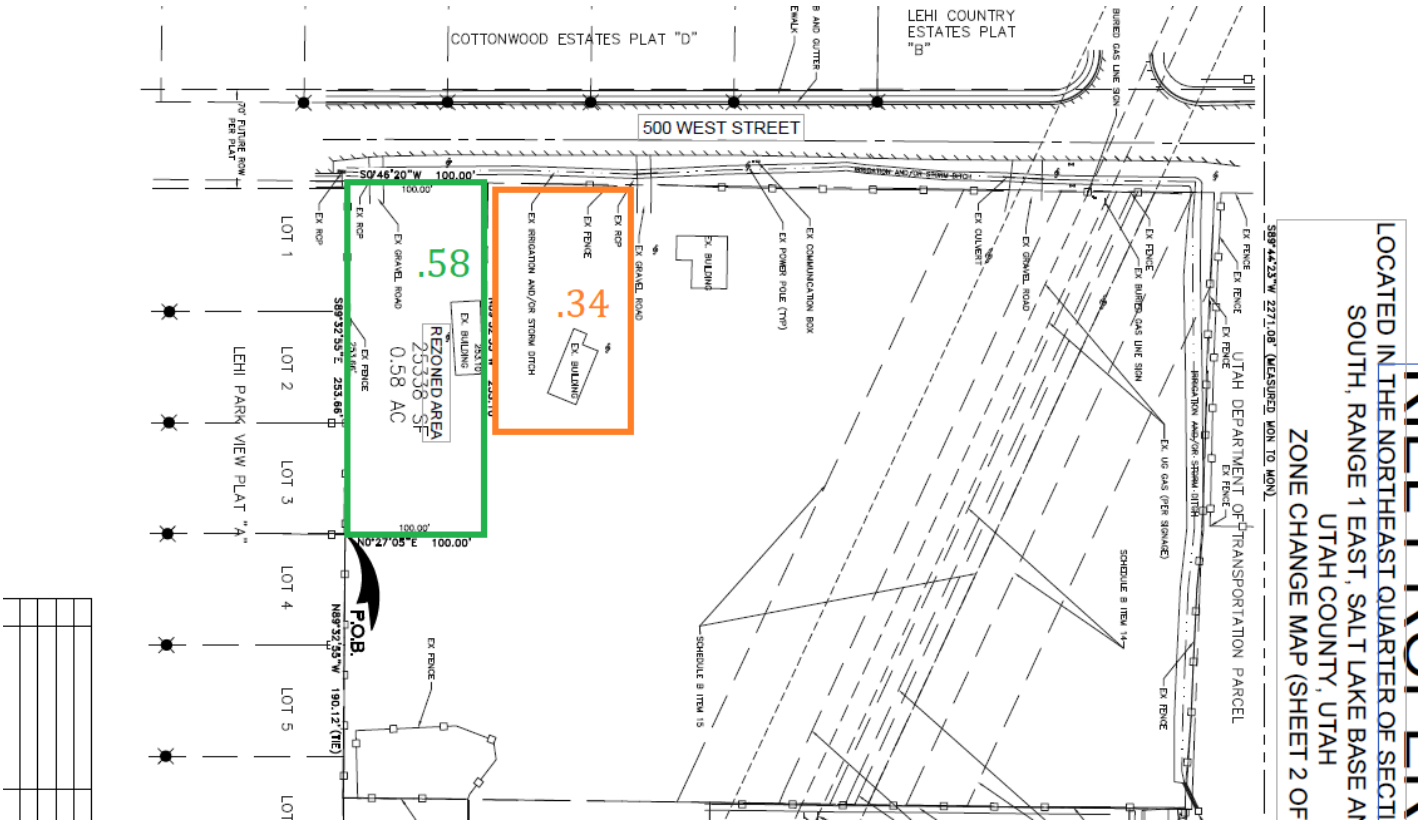
DRC REDLINE COMMENTS:
Glade – Power:
1. RMP purchase will be required at zone change/subdivision. Note; these purchase requests have been taking longer than normal due to COVID-19.

Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning:
2. Water dedication is required for the RA-1 zoned area at a rate of 1.13 acre feet of culinary water per acre of property and 2.56 acre feet of irrigation water per acre of property. Water dedication must be complete prior to recording the zone change.
3. A separate subdivision application will need to be submitted to complete the subdivision. The zone change must be approved and recorded prior to the submittal of a subdivision application.
4. The provided legal description does not match the 0.92 acre zone change request. Provide an updated legal description showing the 0.92 acres prior to scheduling for Planning Commission.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSSION ON AUGUST 27, 2020.

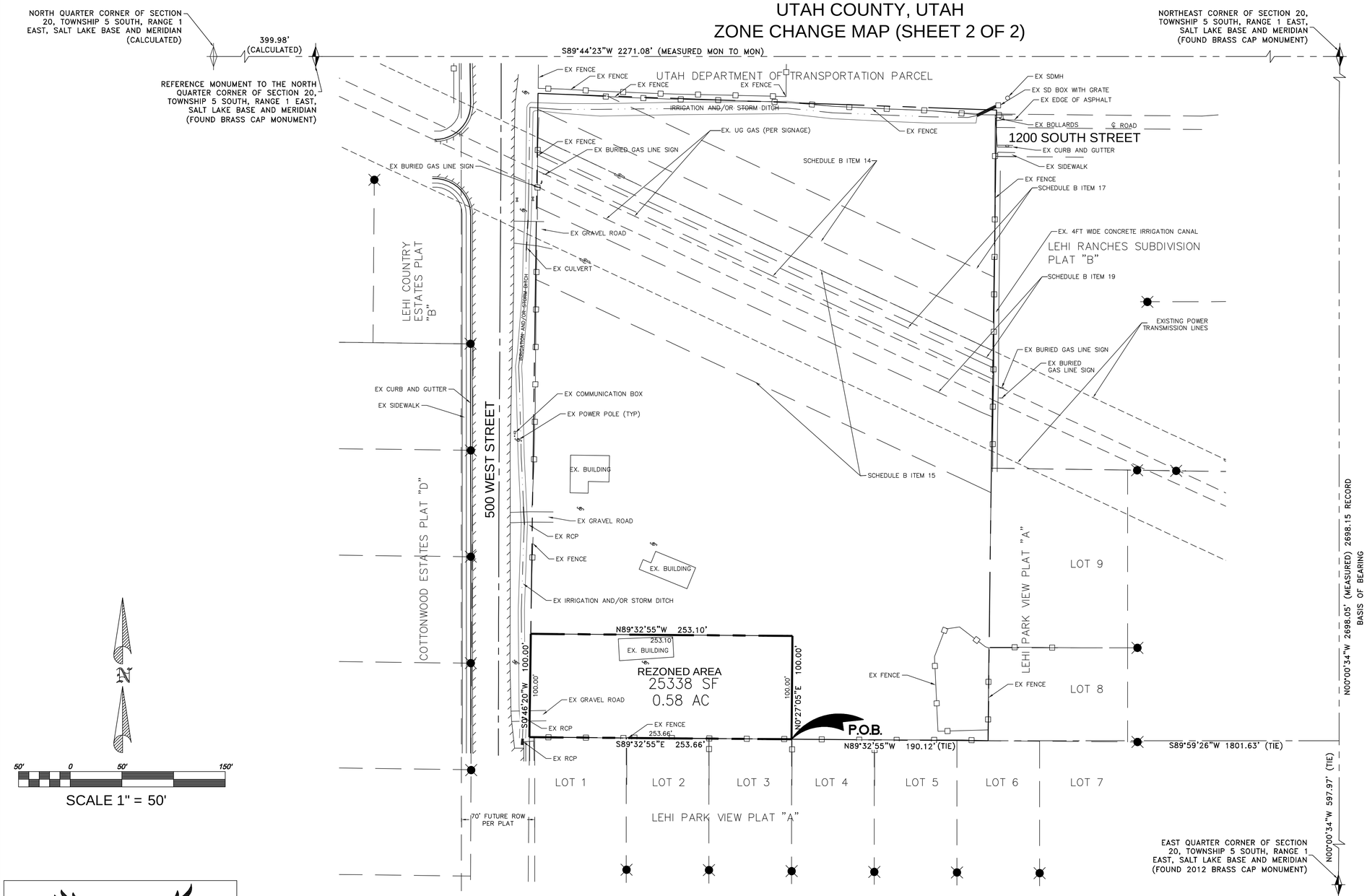
Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

The owner of the property located at approximately 482 W 1425 S in Lehi is requesting the rezone and subdivision of Parcel #13:034:0006. This parcel is approximately 6.16 acres and zoned TH-5. It is proposed that .92 acres be subdivided and rezoned to RA-1. This is to conform with the General Plan and causes no changes in the residential density.



KIEL PROPERTY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN UTAH COUNTY, UTAH ZONE CHANGE MAP (SHEET 2 OF 2)



BOUNDARY DESCRIPTION

COMMENCING EAST 26.5 RODS AND NORTH 600 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; NORTH 424.886 FEET; EAST 19.954 FEET; NORTH 191.434 FEET; SOUTH 87°54'44" EAST 440.347 FEET; WEST 30 FEET; SOUTH 260 FEET; WEST 430 FEET; NORTH 15°57'35" EAST 0.001 FEET TO THE POINT OF BEGINNING.

REZONED AREA DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3, LEHI PARK VIEW PLAT "B" SUBDIVISION, SAID POINT ALSO BEING NORTH 00°00'34" WEST, ALONG THE SECTION LINE, 597.97 FEET AND NORTH 89°59'26" WEST 1801.63 FEET AND NORTH 89°32'55" WEST, ALONG THE NORTH LINE OF LEHI PARK VIEW PLAT "B" SUBDIVISION, 190.12 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°27'05" EAST 100.00 FEET; THENCE NORTH 89°32'55" WEST 253.10 FEET TO THE EAST RIGHT OF WAY LINE OF 500 WEST STREET; THENCE SOUTH 00°46'20" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 100.00 FEET TO AN EXTENSION OF THE NORTH LINE OF SAID LEHI PARK VIEW PLAT "B", SUBDIVISION; THENCE SOUTH 89°32'55" EAST, ALONG SAID NORTH LINE, 253.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING.

CONTAINS 0.58 ACRES OR 25,338 SF MORE OR LESS

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 00°00'34" WEST FROM A FOUND MONUMENT AT THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN TO A FOUND MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 20.

NARRATIVE OF BOUNDARY

THIS SURVEY WAS REQUESTED BY RICHARD KIEL FOR THE PURPOSE OF DETERMINING THE BOUNDARY IN ORDER TO PERFORM IMPROVEMENTS AND/OR FUTURE SUBDIVISION OF THE SUBJECT PROPERTY. EVIDENCE IN THE FIELD, TITLE REPORT NO. 561550 (SEE BELOW) AND OTHER DOCUMENTS LISTED BELOW WERE ALL CONSIDERED IN DETERMINING THE BOUNDARY AS SHOWN ON THIS SURVEY. LEHI RANCHES SUBDIVISION AND LEHI PARK VIEW PLANNED RESIDENTIAL DEVELOPMENT WERE USED TO DETERMINE THE SOUTH AND EAST BOUNDARY OF THE SUBJECT PARCEL AND OCCUPATIONAL EVIDENCE SUPPORTS THIS. THE POSITION OF A DECADES OLD WIRE AND AN OLD WOODEN FENCE ALONG THE WEST BOUNDARY LINE WERE CONSIDERED AND HELPED TO DETERMINE THE SAID WEST BOUNDARY. THE NORTH BOUNDARY LINE WAS DETERMINED BASED ON A BOUNDARY LINE AGREEMENT (ENTRY NO. 37056-1990) WHICH CALLS ALONG AN EXISTING FENCE. SAID EXISTING FENCE STILL APPEARS TO BE UNCHANGED ALONG THE WESTERN HALF OF THE PROPERTY AND WAS USED TO DETERMINE SAID NORTH BOUNDARY LINE. THE FENCE ALONG THE EAST HALF OF THE NORTH BOUNDARY IS CONSTRUCTED WITH T-POSTS AND APPEARS TO HAVE BEEN REBUILT ALONG THE NORTH EDGE OF A DITCH AND NOT THE ORIGINAL FENCE FROM THE BOUNDARY LINE AGREEMENT AS THE BEARING OF SAID FENCE CHANGES RATHER DRAMATICALLY. THERE IS ALSO A NEWER WOODEN WIRE FENCE APPROXIMATELY 5 FEET NORTH OF THE OLD FENCE.

SCHEDULE B ITEMS

THIS SURVEY WAS BASED ON A COMMITMENT FOR TITLE INSURANCE REPORT ISSUED BY GT TITLE SERVICES FILE NO.: SL15501. THE FOLLOWING SCHEDULE B-EXCEPTIONS WERE ADDRESSED AS NOTED:

ITEMS 1,2,3,5,6,7,8,9,11,13 AND 22 ARE NOT ADDRESSED BY THIS SURVEY.
ITEMS 4,10 AND 12 WITH REGARDS TO EASEMENTS, ENCUMBRANCES, AREA, BOUNDARY LINE DISCREPENCIES(OR CONFLICTS) ARE SHOWN ON THIS SURVEY.
ITEM 14 50 FOOT WIDE EASEMENT IN FAVOR OF UTAH POWER AND LIGHT RECORDED, JANUARY 13, 1943 AS ENTRY NO. 243:1943 IN THE OFFICIAL RECORDS OF UTAH COUNTY.
ITEM 15 EASEMENT IN FAVOR OF UTAH POWER AND LIGHT RECORDED, JUNE 19, 1978 AS ENTRY NO. 23935:1978 IN THE OFFICIAL RECORDS OF UTAH COUNTY.
ITEM 16 DOES NOT EFFECT SUBJECT PARCEL.
ITEM 17 80 FOOT WIDE EASEMENT IN FAVOR OF UTAH POWER AND LIGHT RECORDED, JANUARY 14, 1988 AS ENTRY NO. 1017:1988 IN THE OFFICIAL RECORDS OF UTAH COUNTY.
ITEM 18 BOUNDARY LINE AGREEMENT RECORDED NOVEMBER 7, 1990 AS ENTRY NO. 37056:1990 IS ADDRESSED IN THIS SURVEY AND EFFECTS THE NORTH LINE OF SUBJECT PARCEL. SEE SURVEYOR'S NARRATIVE.
ITEM 19 50 FOOT WIDE EASEMENT IN FAVOR OF QUESTAR GAS COMPANY RECORDED, JANUARY 11, 2006 AS ENTRY NO. 3813:2006 IN THE OFFICIAL RECORDS OF UTAH COUNTY.
ITEM 20 IS AN ORDINANCE AMENDING THE GENERAL PLAN OF UTAH COUNTY FOR THE CONSTRUCTION AND MAINTENANCE OF A GAS UTILITY LINE AND IS ADDRESSED BY ITEM 19 AND SHOWN ON THIS SURVEY.
ITEM 21 DOES NOT EFFECT SUBJECT PARCEL.

GENERAL NOTES

(1) OTHER DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY:
1. WARRANTY DEEDS ENTRY NO.S 84968-2008 & 95346-2009.
2. BOUNDARY LINE AGREEMENT ENTRY NO. 37056-1990.
3. THE FOLLOWING SUBDIVISION PLATS: LEHI COUNTRY ESTATES PLAT"B", LEHI RANCHES PLAT"B", COTTONWOOD ESTATES PLAT"D" AND LEHI PARK VIEW PLAT"A".
4. OTHER DOCUMENTS AS SHOWN ON THIS MAP

ALL OF THE ABOVE DOCUMENTS ARE ON FILE AND OF RECORD WITH THE UTAH COUNTY RECORDER'S OFFICE.

(2) WILDING ENGINEERING SURVEYED ABOVE GROUND VISIBLE EVIDENCE OF STRUCTURES THAT WOULD INDICATE THE POSSIBILITY OF AN EXISTING EASEMENT OR ENCUMBRANCE ON THE PROPERTY. HOWEVER WE RELIED UPON THE TITLE COMPANY TO RESEARCH THE COUNTY RECORDS FOR RECORDED EASEMENTS AND OTHER RECORDED ENCUMBRANCES THAT WOULD AFFECT THE PROPERTY AND THAT MAY OR MAY NOT BE READILY VISIBLE ON THE SITE TO BE SURVEYED AND SHOWN ON THIS MAP. WE REFERRED TO SCHEDULE B, PART 2 OF THE TITLE REPORT TO OBTAIN THIS INFORMATION.

LEGEND

- SECTION LINE — FOUND SECTION CORNER OR REFERENCE MONUMENT (AS NOTED)
- SECTION LINE — NOT FOUND OR CALCULATED SECTION CORNER
- FOUND REBAR AND CAP
- SET 5/8 REBAR AND CAP (WILDING ENGINEERING) — (BOUNDARY LINE)
- ADJACENT PROPERTY / ROW LINE
- FOUND NAIL & WASHER "LEI ENGINEERING"-PROPERTY LINE EXTENSION
- ADJACENT STRUCTURES
- EX. EDGE OF ASPHALT
- EX. POWER POLE

WILDING ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

NO.	REVISION	DATE

DRAWING TITLE: ZONE CHANGE MAP	PROJECT NAME: KEIL PROPERTY	DATE: 06/10/14	
LOCATION: 1351 SOUTH 500 WEST	DRAWN: CJG / CHECKED: SWD	SCALE: 1 IN = 50 FT	
LEHI, UTAH	FILE NAME: G:\DATA\14073...\DWG\Zone.dwg	SHEET: 2 OF 2	

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Gutierrez (Titan Constructors) Zone Change

Aerial

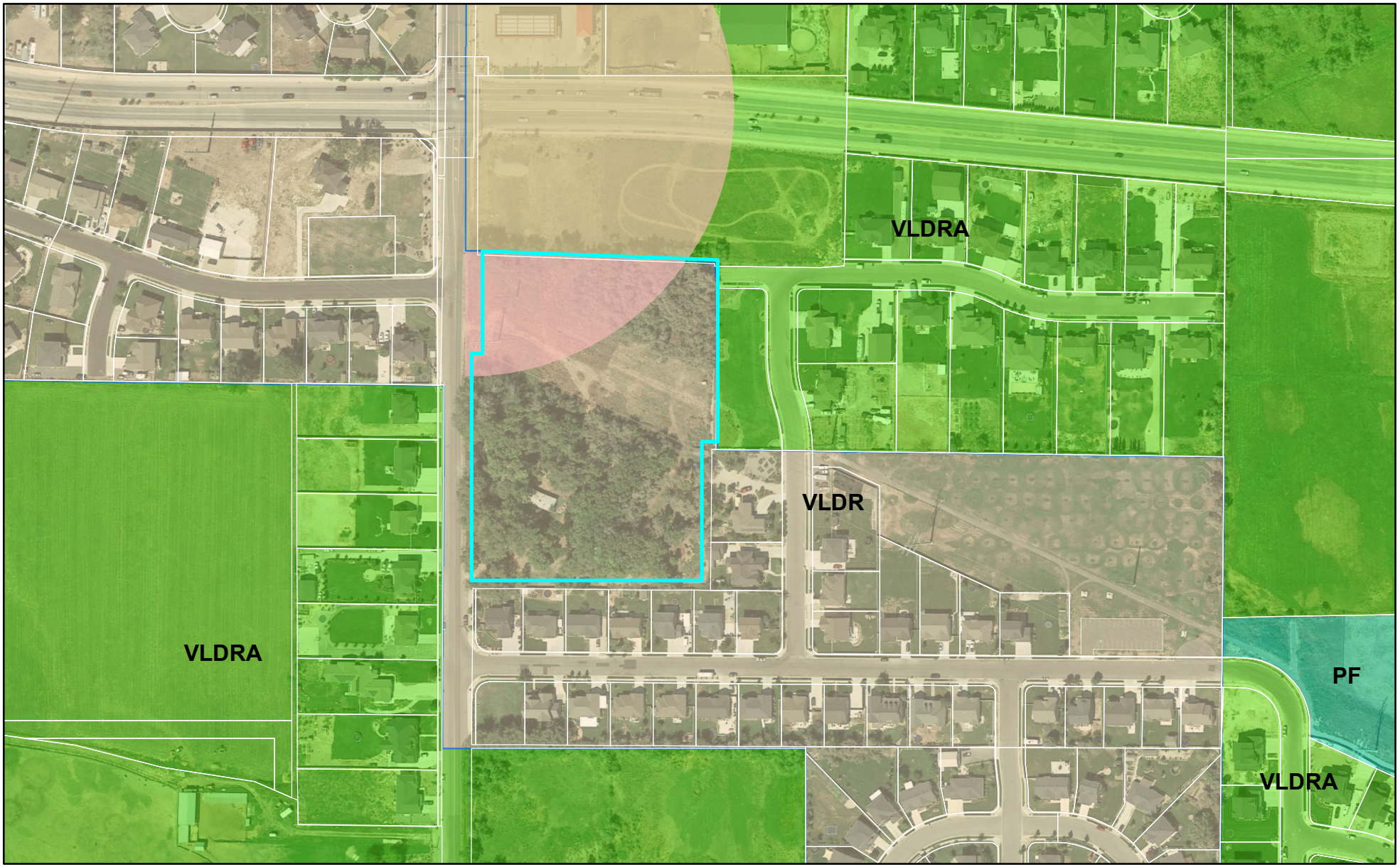


0 310 620 Feet

LEHI CITY

Gutierrez (Titan Constructors) Zone Change

General Plan

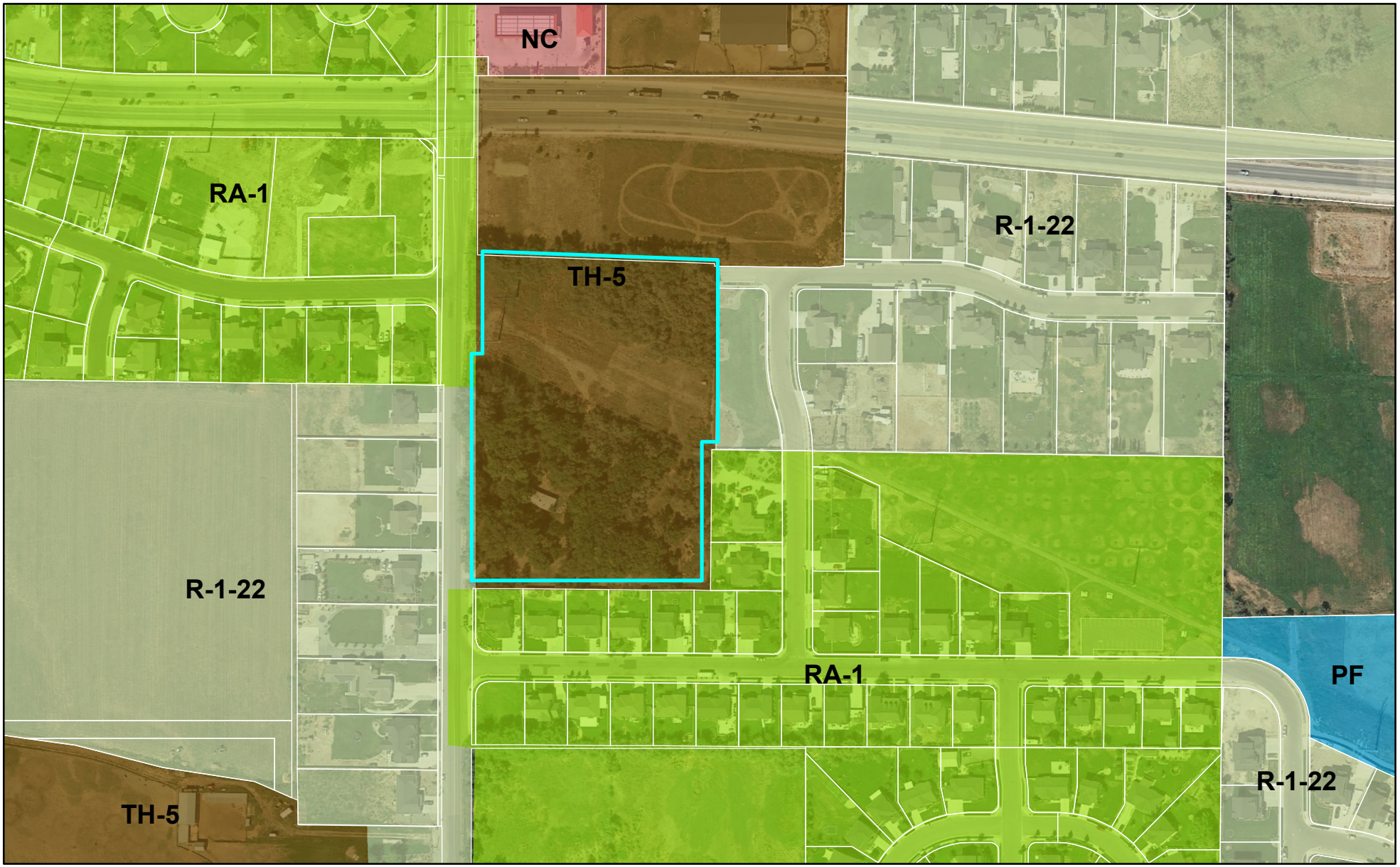


0 310 620 Feet

LEHI CITY

Gutierrez (Titan Constructors) Zone Change

Zoning



0 310 620 Feet

LEHI CITY

ORDINANCE NO: 56-2020

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT FOR APPROXIMATELY 482 WEST 1425 SOUTH

WHEREAS, Titan Constructors, authorized agent for the owner of property located at approximately 482 West 1425 South and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcels designated as RA-1 (Very Low Density Residential); and

WHEREAS, following a public hearing on August 27, 2020, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on September 22, 2020, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of August 27, 2020; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on October 25, 2011 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to RA-1 (Very Low Density Residential).

PART II:

A. If a provision of this Ordinance -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 22nd day of September, 2020.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

GUTIERREZ (TITAN CONSTRUCTORS) ZONE CHANGE LEGAL DESCRIPTION

LOTS 1 AND 2 RANCHES AT PIONEER CROSSING REZONE DESCRIPTION

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 00°00'34" EAST BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 00°00'34" EAST ALONG THE SECTION LINE, 2100.27 FEET AND WEST, 1801.62 FEET AND NORTH 89°32'55" WEST ALONG THE NORTH LINE OF THE LEHI PARK VIEW PLAT “A” SUBDIVISION, ON FILE WITH THE UTAH COUNTY RECORDER’S OFFICE, 185.45 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°32'55" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, 253.10 FEET; THENCE NORTH 00°02'27" EAST, 200.00 FEET; THENCE SOUTH 89°32'55" EAST, 150.00 FEET; THENCE SOUTH 00°02'27" WEST 100.00 FEET; THENCE SOUTH 89°32'55" EAST, 103.10 FEET; THENCE SOUTH 00°02'27" WEST 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 40,309 SQUARE FEET OR 0.925 ACRES, MORE OR LESS.

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Preliminary subdivision approval for the South Creek, a 21-lot residential subdivision located at 1400 South 1940 West.
Petitioner: PHI

Suggested Action:

Attachments:
CC Staff Report South Creek Preliminary Subdivision 09.22.20.docx

South Creek Preliminary Subdivision DRC 08.12.2020.docx

South Creek Narrative.pdf

South Creek Right to Farm Analysis.pdf

South Creek Preliminary Subdivision Plat.pdf

South Creek Preliminary Aerial.pdf

South Creek Preliminary GP.pdf

South Creek Preliminary Zoning.pdf

SOUTH CREEK PRELIMINARY SUBDIVISION
CITY COUNCIL REPORT

Applicant	PHI Properties		
Meeting Date	September 22, 2020		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Location	1940 West 1300 South		
Existing General Plan Designation	VLDRA (Very Low Density Residential Agriculture)		
Existing Zoning	R-1-22		
Existing Land Use	Undeveloped		
Number of Lots/Units	21 lots		
Adjacent Zoning and Land Use	*North*	RA-1/TH-5	Single family residential
	South	R-1-8	Meadows at Lakeside
	East	Utah County	Vacant
	West	R-1-22	Snow's Springs
Date of DRC Review	August 12, 2020		
Date of Planning Commission Review	August 27, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.080. Preliminary Plat Approval Process.
The review and approval process for a Preliminary Subdivision Plat is identified in the appendix of this code, including review by the Development Review Committee, review and recommendation following a public hearing by the Planning Commission and review and approval by the City Council.

Section 11.100. Effect of Preliminary Subdivision Plat Approval.
A preliminary subdivision plat shall not authorize the development of land. After a preliminary subdivision plat has been approved by the City Council, the applicant may file an application for final subdivision plat approval.

PROPERTY HISTORY

March 31, 2020 – This property was annexed into Lehi as part of the Jacketta M Clark Annexation which assigned the R-1-22 zoning to the property.

REPORT ANALYSIS

The applicant requests approval of the South Creek preliminary subdivision, a proposed 21-lot residential development project located at 1940 West 1300 South.

The 21 proposed lots range in size from 14,215 to 19,969 square feet which does not meet the typical minimum lot size requirement for the R-1-22 zone. However, the proposed subdivision plan includes a proposed density bonus in

lieu of reimbursement to the City for trail construction, Dry Creek channel improvements, park improvements, and property dedication of the trail corridor and park. Four additional lots were granted in consideration for these improvements. The proposed preliminary subdivision will have an overall density of approximately 1.71 units per acre which is consistent with the R-1-22 zone which allows a maximum density of 1.75 units per acre.

The proposed preliminary subdivision shows a park that will be dedicated to Lehi City and improved by the developer. A tot lot and pavilion are shown as part of the improvements. Additionally, the developer will improve the Lehi City parcel to the south with the installation of sod and irrigation.

The proposed subdivision shows a roadway connection to the west at 1450 South and to the north at 1300 South. Additionally, a road stub is shown to the east at 1400 South to connect to future development.

The DRC had eight comments on the proposed preliminary subdivision plan, including the following:

1. The plans show an 18' trail easement area, but the minimum requirement is 20'. Update the plans to show a 20' easement area.
2. It's not required, but recommended to add an additional trail access on the east side of Lot 12 to provide improved access to the trail for the homes on 1850 West and so the trail is not a dead end until development to the east occurs.
3. Recommend curvature in the trail alignment instead of using hard angles.
4. Should signage be included on the Dry Creek access to discourage access by residents?
5. Jeremy/PKJ will continue to meet with Park staff to discuss park design. Suggest providing rock mulch and plantings between the trail and fencing along the west side of Lot 7.

Please consider all DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

Planning staff recommends **APPROVAL** of the South Creek preliminary subdivision including the DRC comments from August 12, 2020. This recommendation is based on the following findings:

1. The proposed subdivision does not exceed the maximum density of 1.75 units per acre allowed for the R-1-22 zone.
2. The proposed subdivision is not detrimental to the public health, safety, and welfare of Lehi City.
3. The proposed subdivision meets the requirements of the Lehi City Development Code in regards to subdivision approvals, including the density in lieu.
4. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on August 27, 2020. The minutes and motion from this meeting are as follows:

2.5) Public hearing and recommendation of PHI Properties' request for preliminary subdivision review of South Creek, a 21-lot residential subdivision located at 1400 South 1940 West.

Chairman Hemmert ask a clarifying question about the gap. That there was no ownership recorded with the gap. Kim Struthers stated they are working with title experts to resolve this and it would have to be resolved before the final plat is approved. Commissioner Everett asked about the lot sizes being affected by the gap.

Commissioner Eyre stated he thinks we should take into consideration all of these things that could potentially be a problem.

Chairman Hemmert opened public comment.

Chairmen Hemmert closed public comment.

Applicant was present to answer questions. No questions were asked by the commission.

> **Motion:** Commissioner Peterson moved to forward a positive recommendation of PHI Properties' request for review of the South Creek subdivision, a 21-lot residential subdivision located at 1400 South 1940 West including all DRC comments and findings stated in the report. Noting the gap needs to be resolved. Commissioner Nielsen seconded.
>
> **Vote**: Commissioner Nielsen, yes; Commissioner Peterson; yes; Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Hemmert, yes. The motion passed unanimously.

South Creek Preliminary Subdivision
DRC Redline Comments

PHI Properties - requests preliminary subdivision review of South Creek, a 21-lot residential subdivision located at 1400 South 1940 West.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Date of Plans Reviewed: 08/12/2020

DRC REDLINE COMMENTS:
Glade – Power: No comments
Kerry – Fire: No comments
Greg – Water/Sewer:
1. Storm drain structure with orifice must have a weir wall with overflow and must be large enough to accommodate 2 lids to access both sides of the weir.
2. Adjust FL elevation of new 15" at proposed pour in place SDMH to avoid conflict with water mains at crossing.

Trent – Parks:
Gary – Building/Inspections: No comments
JD – Streets:
3. Show CBR on plans and sub base

Ross – Engineering:
4. Add sump at inlet to pond to address low flows and help keep bottom of park dry

Kim – Planning:
5. The plans show an 18' trail easement area, but the minimum requirement is 20'. Update the plans to show a 20' easement area.
6. It's not required, but recommended to add an additional trail access on the east side of Lot 12 to provide improved access to the trail for the homes on 1850 West and so the trail is not a dead end until development to the east occurs.
7. Recommend curvature in the trail alignment instead of using hard angles.
8. Should signage be included on the Dry Creek access to discourage access by residents?

General comment
1. At the time of final plat, consider adding a note to the plat that indicates Lots 7, 8, 11, and 12 will require review of fencing staking prior to installation of fencing along the trail corridor to ensure fencing is placed on the property line and not on the edge of the trail.
2. Provide detail for 3-rail fence and any required no-climb agricultural fences at the time of final plat.
3. Will have a reimbursement agreement for master planned waterlines in 1300 South. (16"pi 12" culinary)
4. Jeremy/PKJ will continue to meet with Park staff to discuss park design. Suggest providing rock mulch and plantings between the trail and fencing along the west side of Lot 7.

PRIOR TO PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements.
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Reimbursement Agreement for any reimbursable improvement items must be in place.
5. Include surveyor's and engineer's stamps and signatures on the construction drawings.
6. Show lot addresses on the final plat (must coordinate with Planning Division).
7. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
8. Irrigation Company signature on the construction drawings for the irrigation piping.
9. Provide a recordable easement document for all necessary off-site easements (temp. turnarounds, utilities, power, etc).

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

10. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
11. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
12. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division for review and approval (signed by Mayor). Final Agreement to be recorded by developer.
13. Address any comments or conditions from City Council approval.
14. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. Provide a recorded copy of required boundary line agreement(s).
7. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
8. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

1. Please note that ALL of the DRC Redline and Prior to Recording of Plat comments MUST be completed before a preconstruction meeting can be scheduled.
2. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one set of 24x36-inch plans submitted to the Planning Division office. When changes need to be made to a check set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet. It is the responsibility of the applicant to follow through with completing the check-off items.
3. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
4. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
5. Developer is responsible to purchase, move or remove any existing Rocky Mountain Power facilities. Additionally, the Developer is responsible for all costs associated for the purchase of RMP equipment by Lehi City Power. These costs are separate from infrastructure, impact fees, and connection fees.
6. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
7. Residential developments shall complete all required private improvements prior to commencing construction on units totaling more than 80% of the allowed units in the development.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON AUGUST 27, 2020.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

Preliminary Plan Narrative

South Creek Subdivision

Patterson Homes is proposing a new single-family residential subdivision for the Property generally located at 1300 South 1900 West. Patterson desires to submit an application for preliminary approval.

This is for a standard subdivision. Patterson would expect to build homes that vary in size ranging from 4000 sf to 5000 sf. The homes would be constructed of materials and designs consistent with what consumers are demanding in the marketplace, which is expected to be of high quality hard surface siding, and masonry. There are no CCR's proposed at this time.

Please feel free to contact Scott Dunn with any questions at (801) 473-6421

Right to Farm Analysis

South Creek Subdivision

May 21, 2020

1. Protection of irrigation access and maintenance of ditches and canals.

   There are no existing irrigation ditches on this property.

2. Safety and protection of the public from ditches, canals, ponds, and drainage systems.

   A 3-rail vinyl fence will be constructed at the near to top of bank of Dry Creek protect public along trail. The proposed storm water detention pond will have a max depth of only 2' of water (in storm events) and would pose no hazard to the public.

3. Safety and protection of livestock and farm equipment movement corridors.

   This project does not restrict any movement along existing corridors.

4. Existing and proposed fencing on all agricultural property adjacent to the proposed development.

   The east property line is adjacent to existing agricultural property and a 6' right-to-farm fence will be installed.

5. Erosion and soil protection and conservation concerns.

   A detailed storm water pollution prevention plan will be submitted by the contractor prior to construction. This plan will indicate the placement of silt fencing, inlet protection devices, etc. to control runoff and protect the sensitive areas on this property.

6. Drainage of subdivision areas and designs to minimize the discharge or impact on agricultural lands and soils.

   There are no immediately adjacent agricultural lands that would receive drainage from this property.

7. Weeds, pests and household pet controls in subdivision areas.

   Homeowners will be required to comply with city ordinance.

8. Provisions, acknowledgments, and understandings by new property owners of farm work hours and that farm operations may contribute to objectionable noises and odors.

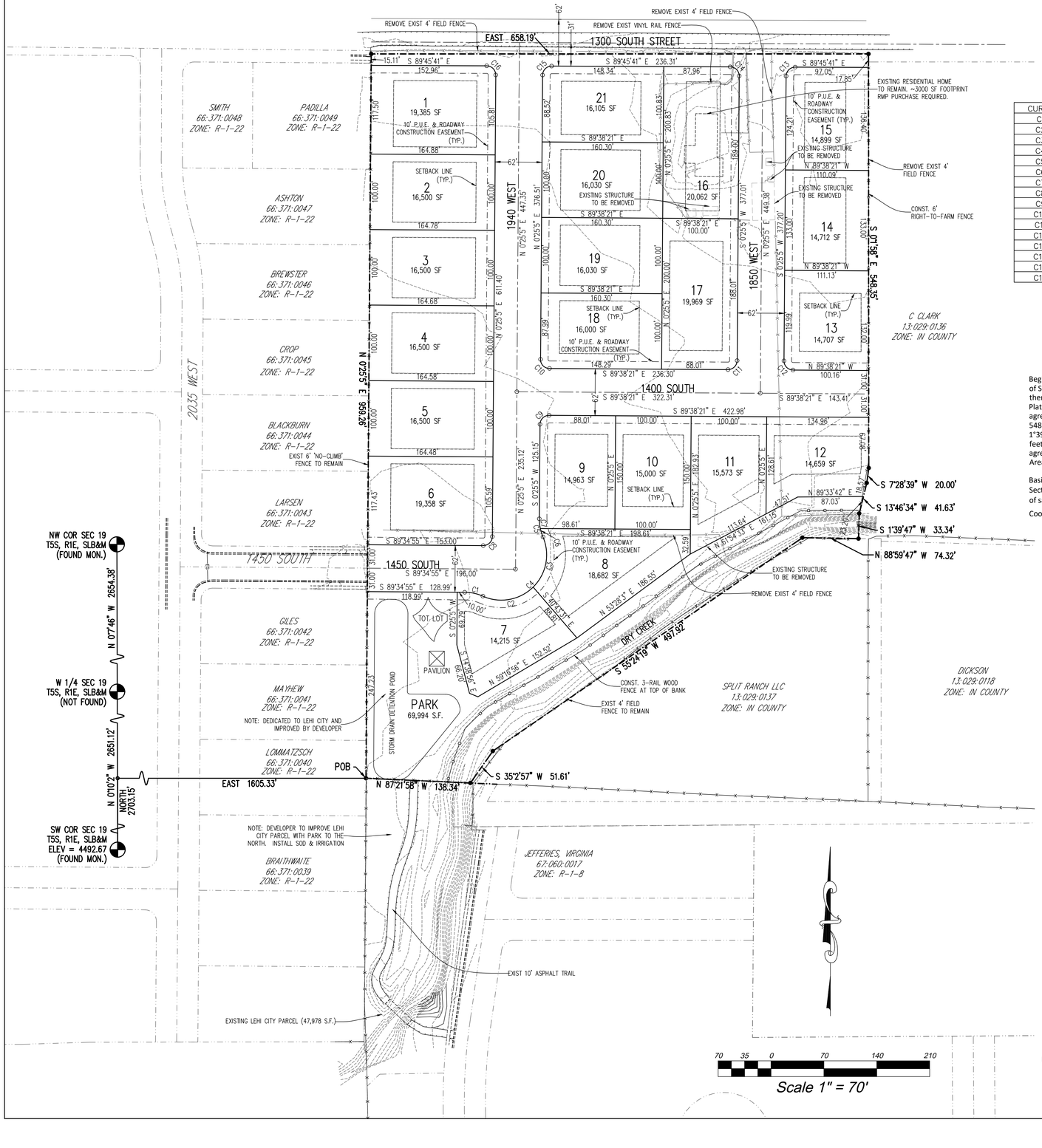
   The required Right to Farm note will be added to each final subdivision plat to notify each new property owner of the activities in the area.

9. Screening provisions and landscaping to reduce noise or visual impacts for adjoining uses.

   Landscaping will be installed around the proposed homes to reduce visual impact for adjacent agricultural uses.

10. Any other provisions that the Zoning Administrator, Development Review Committee, Planning Commission and City Council considers necessary to protect the right to farm for agricultural uses, operations and areas.

    No additional provisions were identified at the time of writing this analysis.



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	60.00	24.72	23°36'25"	24.55	S 77°46'43" E
C2	60.00	71.84	68°36'25"	67.63	N 79°43'17" E
C3	60.00	71.84	68°36'25"	67.63	N 11°6'53" E
C4	60.00	143.69	137°12'49"	111.73	N 45°25'5" E
C5	60.00	24.72	23°36'25"	24.55	N 11°23'7" W
C6	60.00	11.76	11°13'46"	11.74	N 17°34'27" W
C7	60.00	12.96	12°22'39"	12.94	N 5°46'14" W
C8	12.00	18.84	89°56'34"	16.96	N 45°23'22" E
C9	12.00	18.84	89°56'34"	16.96	N 45°23'22" E
C10	12.00	18.86	90°3'26"	16.98	N 44°36'38" W
C11	12.00	18.84	89°56'34"	16.96	N 45°23'22" E
C12	12.00	18.86	90°3'26"	16.98	N 44°36'38" W
C13	12.00	18.81	89°49'14"	16.94	S 45°19'42" W
C14	12.00	18.89	90°10'46"	17.00	N 44°40'18" W
C15	12.00	18.81	89°49'14"	16.94	S 45°19'42" W
C16	12.00	18.89	90°10'46"	17.00	N 44°40'18" W

BOUNDARY DESCRIPTION

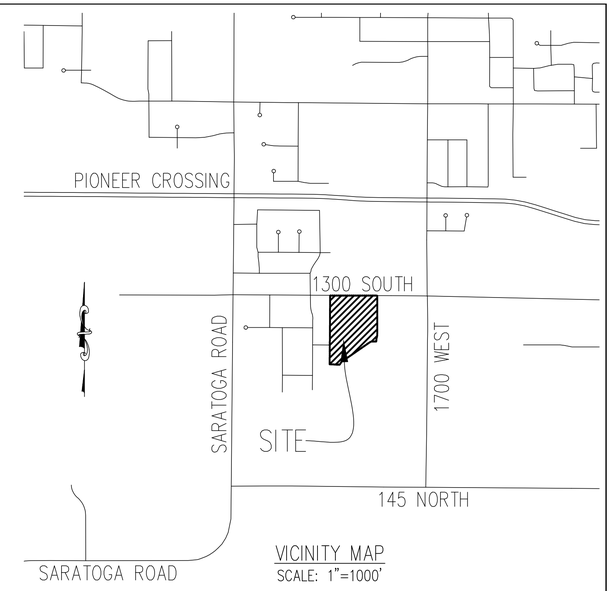
Beginning at a point located North 2703.15 feet and East 1605.33 feet from the Southwest Corner of Section 19, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 0°25'05" East along a fence line along the easterly boundary of Snow's Springs Plat "A" a distance of 959.26 feet; thence East 658.19 feet; thence along a boundary line agreement (Entry 9286:2019) the following seven courses and distances: 1) South 0°01'58" East 548.35 feet, 2) South 7°28'39" West 20.00 feet, 3) South 13°46'34" West 41.63 feet, 4) South 1°39'47" West 33.34 feet, 5) North 88°59'47" West 74.32 feet, 6) South 55°24'19" West 497.92 feet, and 7) South 35°02'57" West 51.61 feet; thence North 87°21'58" West along a boundary line agreement (Entry 11093:2015) a distance of 138.34 feet to the point of beginning.
Area = 12.250 Acres

Basis of Bearing is North 0°08'54" West 5305.50 from the Southwest Corner of Section 19, Township 5 South, Range 1 East Salt Lake Base and Meridian to the Northwest Corner of said Section 19.

Coordinate System is NAD83

GENERAL NOTES

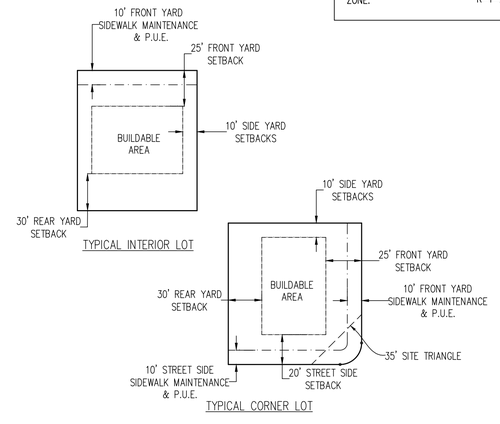
1. THE FOLLOWING ITEMS WILL BE REVIEWED AT THE TIME OF FINAL PLAT REVIEW:
   A. PLAN & PROFILES/CONSTRUCTION DRAWINGS OF PUBLIC IMPROVEMENTS.
   B. ALL PIPE TYPES, SPECIFIC LOCATIONS & DETAILS (BENDS, DETECTOR TAPE ETC.).
   C. VALVES.
   D. BLOWOFF INCLUDING SIZE & PROTECTION.
   E. MANHOLES, BOXES AND RELATED DETAILS.
   F. WATER & SEWER SERVICE DETAILS.
   G. FIRE HYDRANTS.
   H. LOT LINE UTILITY EASEMENTS.
   I. STREET LIGHTS/STREET SIGNS/TRAFFIC SIGNS.
   J. POWER LINE EXTENSIONS & DOME/TRANSFORMER LOCATIONS.
   K. LOT ADDRESSES.
   L. CBR VALUES AND ROAD SUB-BASE.
   M. SUBDIVISION MONUMENTATION AND LOT CORNER MARKERS
2. DEVELOPMENT WILL BE PLATTED IN A SINGLE PHASE.
3. OPEN SPACE IN THIS PROJECT CONSISTS OF A PROPOSED PARK & DRY CREEK DRAINAGE CHANNEL.
4. NO AREAS HAVE CUTS OR FILLS EXCEEDING 3'.
5. AN EROSION CONTROL PLAN WILL BE PROVIDED WITH THE FINAL CONSTRUCTION DRAWINGS.
6. THIS PROPERTY IS NOT LOCATED IN THE 100-YEAR FLOOD PLAIN.
7. ANY EXISTING WELL ON THIS SITE MUST BE CAPPED BY A CERTIFIED WELL DRILLER.
8. FOUR ADDITIONAL LOTS WERE GRANTED FOR THIS SUBDIVISION IN EXCHANGE FOR DRY CREEK IMPROVEMENTS, DRY CREEK TRAIL IMPROVEMENTS, PARK IMPROVEMENTS, AND DEDICATION OF ASSOCIATED PROPERTY.
9. ADJACENT SOUTH OWNER AGREED TO REMOVAL OF TREES ON HIS PROPERTY DURING DITCH RECONSTRUCTION AS LONG AS THERE IS MINIMAL AFFECT ON HIS PROPERTY.
10. FENCING DETAILS WILL BE PROVIDED W/ FINAL PLAN DESIGN.



VICINITY MAP
SCALE: 1"=1000'

TABULATIONS

TOTAL PROJECT AREA:	533,619 SF/12.25 ACRES
R.O.W. AREA:	117,241 SF/2.69 ACRES
LOT AREA:	346,384 SF/7.95 ACRES
OPEN SPACE:	69,994 SF/1.61 ACRES
TOTAL LOTS:	21 LOTS
DENSITY (UNITS/ACRE):	1.71 LOTS/ACRES
ZONE:	R-1-22



SETBACK AND EASEMENT DETAILS

REVISIONS

Rev.	Date	Description
1	07/28/20	REVISED PER CITY COMMENTS

LAND SURVEYOR: AZTEC ENGINEERING INC.
491 N. 450 W.
OREM, UT. 84057
(801) 224-7308

Developer:
Patterson Construction
11009 N. 6400 W., Highland, Utah 84003
Phone: (801) 756-7303

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; F: (801) 756-4511

SOUTH CREEK

LEHI RESIDENTIAL SUBDIVISION UTAH

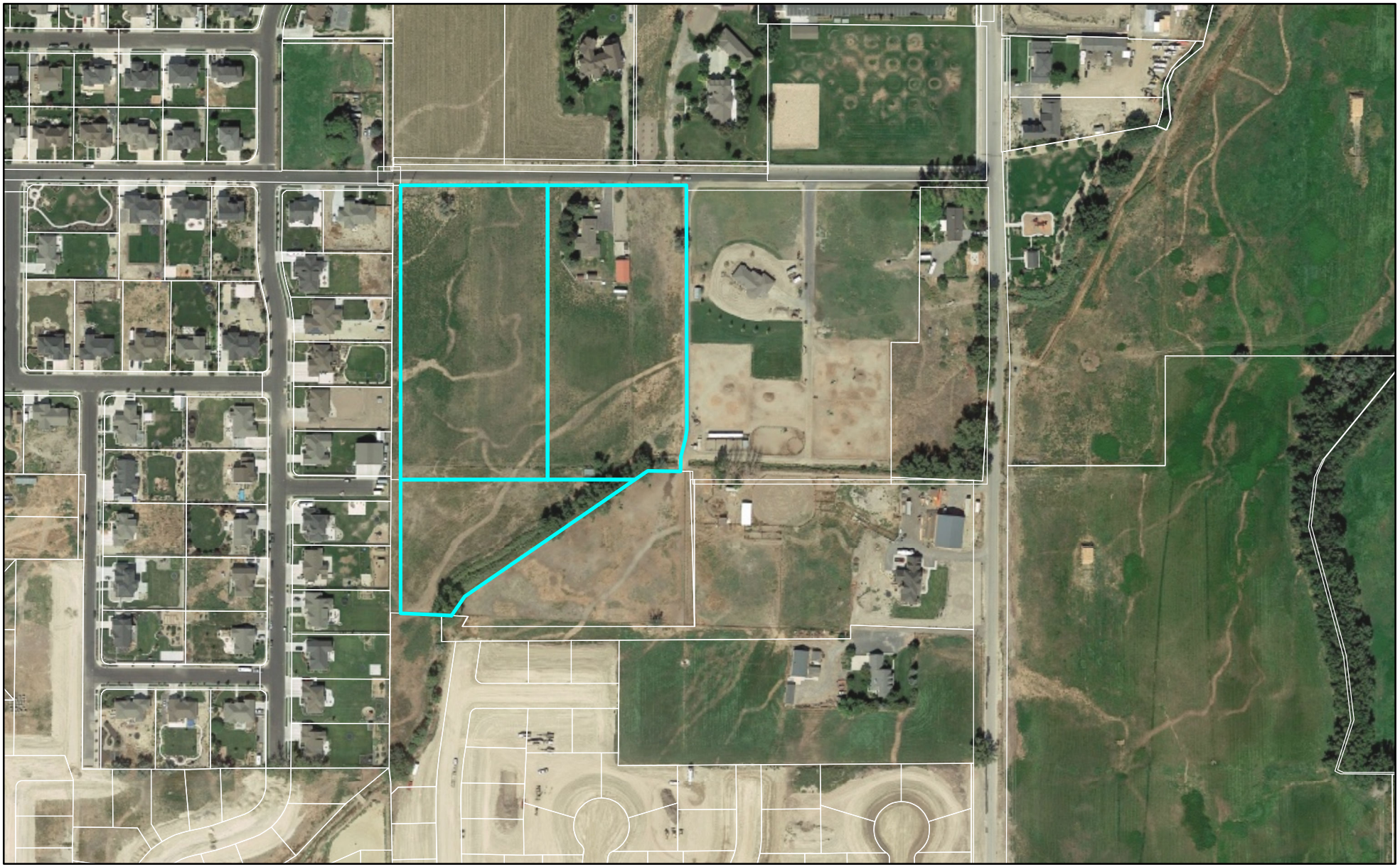
Drawn by:	G.J.Y.
Designed by:	G.J.Y.
Checked by:	D.W.P.

PRELIMINARY PLAT

Scale: 1"=70'
Date: 06/12/20
C1

South Creek Preliminary Subdivision

Aerial

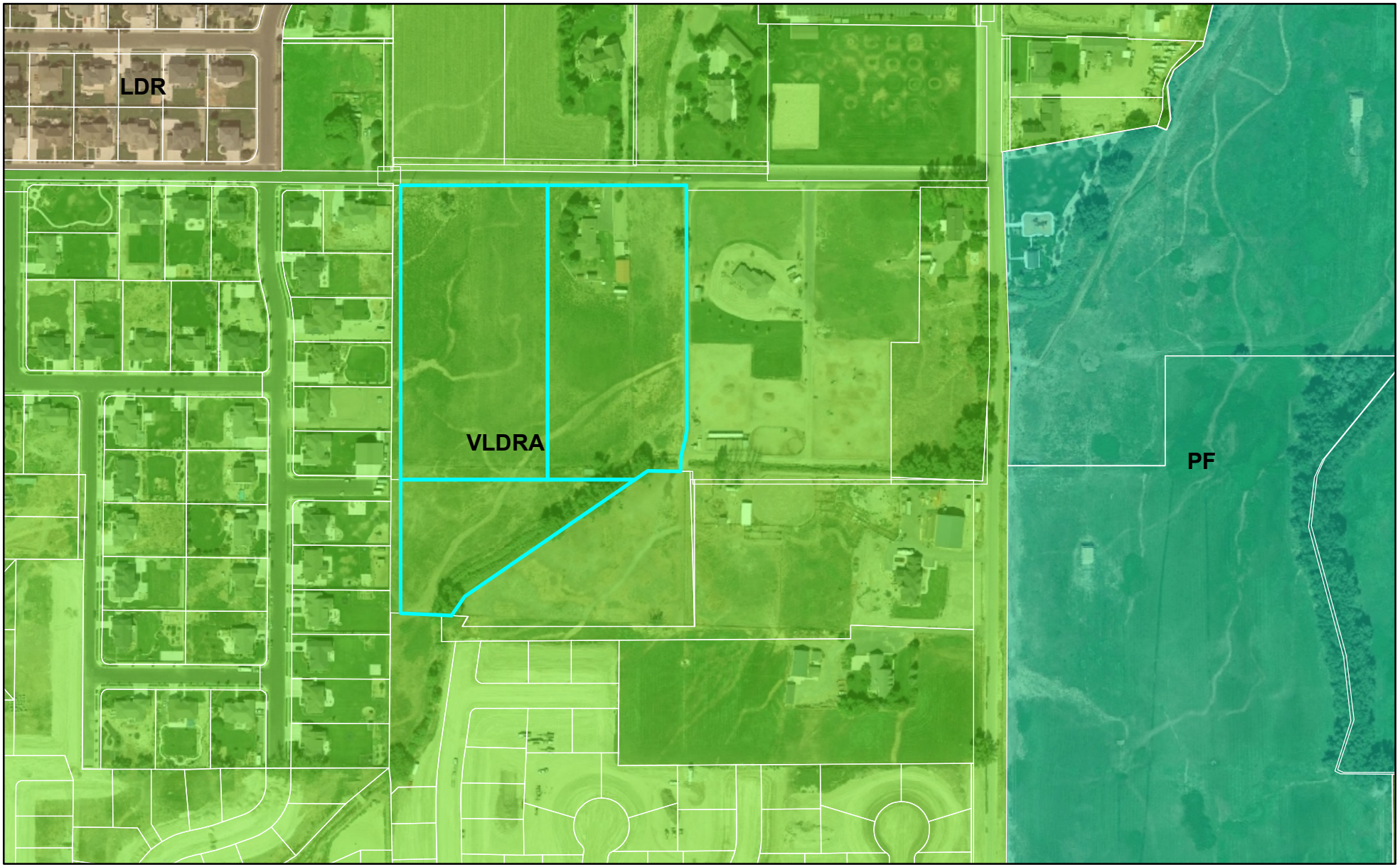


0 370 740 Feet

LEHI CITY

South Creek Preliminary Subdivision

General Plan

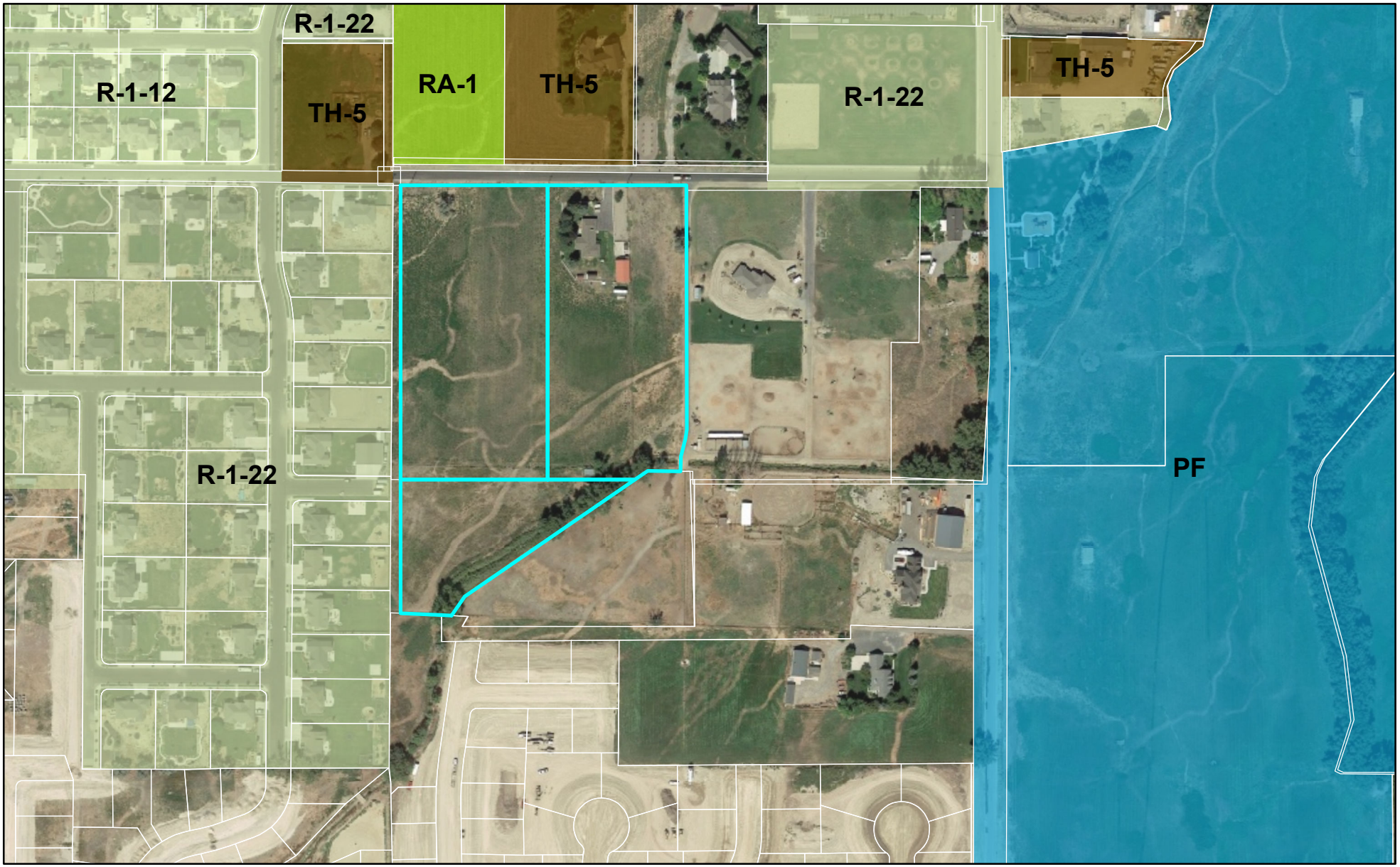


0 370 740 Feet

LEHI CITY

South Creek Preliminary Subdivision

Zoning



0 370 740 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: September 22, 2020
Submitted by: Sierra Pierson
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Preliminary subdivision approval for the Timp Point, a 200-unit residential development located at approximately 2100 North 3350 West.
Petitioner: Edge Homes

Suggested Action:

Attachments:
CC Staff Report Timp Point Preliminary Subdivision.docx

Timp Point Preliminary Subdivision DRC 07.29.2020.docx

Timp Point Preliminary Subdivision - narrative.pdf

Timp Point Preliminary Subdivision - plans.pdf

Timp Point Preliminary Subdivision Map - General Plan.pdf

Timp Point Preliminary Subdivision Map - Zoning.pdf

Timp Point Preliminary Subdivision Map - Aerial.pdf

IMG_5469.JPG

IMG_5470.JPG

IMG_5468.JPG

TIMP POINT PRELIMINARY SUBDIVISION
CITY COUNCIL REPORT

Applicant	Edge Homes		
Meeting Date	September 22, 2020		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Location	Approximately 2100 North 3350 West		
Existing General Plan Designation	C (Commercial), BP (Business Park), & HDR (High Density Residential)		
Existing Zoning	C (Commercial) and R-3 (High Density Residential)		
Existing Land Use	Undeveloped		
Number of Lots/Units	200 units		
Adjacent Zoning and Land Use	*North*	C	2100 North
	South	TH-5	Undeveloped/Agriculture
	East	C & BP	Undeveloped
	West	C	Undeveloped/Maverik
Date of DRC Review	July 29, 2020		
Date of Planning Commission Review	August 27, 2020		
Assigned Planner	Sierra Pierson		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.080. Preliminary Plat Approval Process.
The review and approval process for a Preliminary Subdivision Plat is identified in the appendix of this code, including review by the Development Review Committee, review and recommendation following a public hearing by the Planning Commission and review and approval by the City Council.

Section 11.100. Effect of Preliminary Subdivision Plat Approval.
A preliminary subdivision plat shall not authorize the development of land. After a preliminary subdivision plat has been approved by the City Council, the applicant may file an application for final subdivision plat approval.

Section 37.030(E). Connectivity Standards

2. Maximum Block Lengths. Maximum block lengths allowed shall be required based on the project density as identified on the following table of maximum block lengths:

Density	Block Length
0-2.5 DU/AC	1,000 ft.
2.6-4 DU/AC	800 ft.
4.1+ DU/AC	600 ft.

   a. Increase in Block Length. The maximum allowed block length may be increased if the applicant provides clear and convincing evidence that it is impracticable to achieve due to:
      i. road grades that exceed ten percent;
      ii. Jordan River;

iii. Utah Lake;
iv. delineated wetlands;
v. other significant natural and historic features;
vi. existing adjacent development;
vii. rail corridors; or
viii. limited access roadways.

b. Increases in block length will be reviewed on a case-by-case basis and shall require positive recommendations from the reviewing departments and Planning Commission and approval by the City Council.

PROPERTY HISTORY

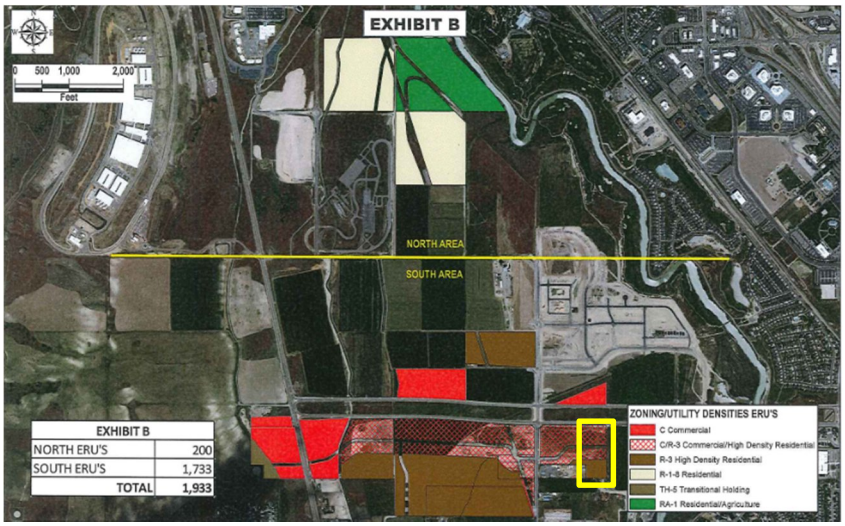
September 26, 2008	This property was included in the Holbrook Annexation.
April 20, 2015	This property was included in the Gardner-Plumb Development Agreement.
July 21, 2018	This property was included in the Gardner-Plumb Development Agreement Amendment.
May 12, 2020	The Timp Point Concept Plan was approved by the City Council.

REPORT ANALYSIS

The applicant is requesting approval of the Timp Point Preliminary Subdivision located at approximately 2100 North 3350 West. This subdivision consists of three-story condominium buildings, a club house with amenities, and open space. The proposed subdivision and proposed density are allowed under the Gardner-Plumb Agreement. This report will review the Gardner- Plumb Agreement, density, subdivision layout, architecture, and the DRC comments.

Gardner-Plumb Agreement

This property falls within the Gardner-Plumb Development Agreement area. This agreement gave flexible ERUs to specific properties around 2100 North and the Jordan River. In 2018, an amendment was approved by the City Council to move some of the approved ERUs from the north to the south. The approved amendment also allowed for high density residential to be located on properties along 2100 North in addition to the originally allowed commercial uses. The map below shows the approved agreement with the location of properties allowing both high density residential and commercial. The location of the proposed subdivision is shown outlined in yellow.



As seen on the map, the proposed subdivision is located within the area along 2100 North that allows for both high density residential and commercial uses. Understanding this, while the current zoning is Commercial and High Density Residential, the Gardner-Plumb agreement allows for the high density proposed with the subdivision to be located on the entirety of the property.

Density

The proposed subdivision currently shows a density of 16.65 units per acre. While this is higher than the allowed 12 units per acre for High Density Residential (R-3), the Gardner-Plumb Agreement allows the proposed number of units and density due to the flexible ERUs designated for the southern properties.

Subdivision Layout

The layout of the proposed subdivision includes 20 three-story condominium buildings, a clubhouse, open space, and amenities. The condominium buildings will front both open space or streets to provide an aesthetic streetscape and green space. The exception to this is the four condominium buildings that are proposed to face the future commercial area to the west. The clubhouse will be located along Hardman Way and will include a clubhouse, pool, and multiple sports courts.

The development will have a detention pond on the southern portion of the development, south of Hardman Way. There will be picnic areas next to the detention pond to utilize the area. Within the other open spaces located north of Hardman Way, there will be picnic areas and playgrounds to meet the amenities requirements. There will also be sidewalks along streets and within the open space areas to provide for pedestrian connectivity throughout the development and to the neighboring commercial area. The layout also shows surface parking for visitors. The parking largely clusters around the clubhouse and open space. The preliminary plans show there are 550 parking stalls for the development. This calculation comprises of the one car garages, single car driveways, and 150 guest parking stalls. The guest parking density of 0.75 stalls per unit meets the code requirement for condominiums.

To service the development, the subdivision will have multiple entrances into the subdivision. There will be three entrances on Hardman Way, including two streets that enter the north portion of the subdivision and one that enters the southern portion of the subdivision. Another entrance into the subdivision will come from the commercial area to the west of the property. Currently, this road is shown stubbing into the property to the west. Hardman Way will connect to Street CC. Street CC will have a connection to 2100 North which will help alleviate additional traffic on 3600 West. The southern portion of the development will also have a separate entrance onto Street CC. Understanding this, the current connectivity score of the proposed development is 1.5 which does not meet the required connectivity score of 1.75 for this development. However, the developer is requesting an exception to this requirement due to the limited access of 2100 North and the required access spacing distances between streets along Street CC.

Architecture

The proposed development includes two different styles of architecture for the 20 condominium buildings. Each of the two styles will have three or four different color schemes to add variety to the buildings. The applicant has also included a plan in the packet showing what colors will be used for each condominium to show the variation between the buildings. The DRC did mention that they feel like there needs to be additional architectural variation in the development and suggested the use of an additional condominium elevation style.

DRC Comments

The DRC had six comments, including the following:

1. Culinary source and storage will be required prior to final approval. PI source and storage will be required prior to final plan approval. Developer may prepay culinary and PI impact fees and ensure that the design is complete for the large PI reservoir to fulfill source and storage.
2. Due to the project size, a power study/circuit analysis is required in accordance with the Lehi Power

Line Extension Policy.
3. Public Utility Easement required on the South side of 2100 N. from Maverick for the power line extension
4. Will require 18" of sub base with CBR of 3.1
5. Staff feels like there still needs to be additional architectural variation by using some of the other condo elevations that have been used in other projects
6. Recommend re-visiting Color Palette DD, consider other color combinations such as white stucco and black trim.

PLANNING DIVISION RECOMMENDATION

Planning staff recommends **APPROVAL** of the Timp Point preliminary subdivision including the DRC comments from July 29, 2020. This recommendation is based on the following findings:

1. The proposed residential use is consistent with the approved Gardner-Plumb Development Agreement.
2. The proposed subdivision is not detrimental to the public health, safety, and welfare of Lehi City.
3. The proposed subdivision conforms to the goals and polices of the General Plan.
4. The proposed subdivision meets the requirements of the Lehi City Development Code in regards to subdivision approvals.
5. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on August 27, 2020. The minutes and motion from this meeting are as follows:

2.1) Public hearing and recommendation of Edge Homes' request for preliminary subdivision review of Timp Point, a 200-unit residential development located at approximately 2100 North 3350 West.

There were six DRC Comments total with recommendations

Chairman Hemmert asked if the item was in compliance with Gardner Baum agreement. Brittney Harris clarified that it is in compliance.

Chairman Hemmert clarified that unless an applicant is present, he is not going to allow further narrative. He stated he wants to be as fair to the citizens as he does to the applicant. Legal stated it is his understanding that the applicant is there to answer clarifying questions.

Chairman Hemmert opened public comment.

Chairmen Hemmert closed public comment.

> **Motion:** Commissioner Bunker moved to forward a positive recommendation of Edge Homes' request for preliminary subdivision review of Timp Point, a 200-unit residential development located at approximately 2100 North 3350 West including all DRC comments and findings stated in the report. Commissioner Peterson seconded.

Vote: Commissioner Nielsen, yes; Commissioner Peterson; yes; Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Hereth, yes; Commissioner Hemmert, yes. The motion passed unanimously.

Timp Point Preliminary Subdivision
DRC Redline Comments

Edges Homes – requests preliminary subdivision review of Timp Point, a 200-unit residential development located at approximately 2100 North 3350 West.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: N/A
Date of Plans Reviewed: **07/21/2020**
Time Start: N/A
Time End: N/A

CRITICAL ISSUE:
1. Culinary source and storage will be required prior to final plan approval.
   PI source and storage will be required prior to final plan approval.
   Developer may prepay culinary and PI impact fees and ensure that the design is complete for the large PI reservoir to fulfill source and storage requirements.

DRC REDLINE COMMENTS:
Glade – Power:
2. Due to the project size, a power study/circuit analysis is required in accordance with the Lehi Power Line Extension Policy. (Received, in review).
3. Public Utility Easement required on the South side of 2100 N. from Maverick for the power line extension.

Kerry – Fire: No comment
Greg – Water/Sewer: No comment
Trent – Parks: No comment
Gary – Building/Inspections:
JD – Streets:
4. Will require 18" of sub base with a CBR of 3.1

Ross – Engineering: No comment (would like to schedule a meeting outside of DRC)
Kim – Planning:
5. Staff feels like there still needs to be additional architectural variation by using some of the other condo elevations that have been used in other projects.
6. Recommend re-visiting Color Palette DD, consider other color combinations such as white stucco and black trim.

PRIOR TO PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements.
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Required water dedication must be completed.
5. Reimbursement Agreement for any reimbursable improvement items must be in place.
6. Include surveyor's and engineer's stamps and signatures on the construction drawings.
7. Show lot addresses on the final plat (must coordinate with Planning Division).
8. Irrigation Company signature on the construction drawings for the irrigation piping.
9. Submit a copy of all required licenses (railroad, UDOT, UTA, aqueduct, canal, etc).
10. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
11. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

12. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division for review and approval (signed by Mayor). Final Agreement to be recorded by developer.
13. Address any comments or conditions from City Council approval.
14. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. Provide a recorded copy of required boundary line agreement(s).
7. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
8. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

1. Please note that ALL of the DRC Redline and Prior to Recording of Plat comments MUST be completed before a preconstruction meeting can be scheduled.
2. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one set of 24x36-inch plans submitted to the Planning Division office. When changes need to be made to a check set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet. It is the responsibility of the applicant to follow through with completing the check-off items.
3. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
4. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
5. Developer is responsible to purchase, move or remove any existing Rocky Mountain Power facilities. Additionally, the Developer is responsible for all costs associated for the purchase of RMP equipment by Lehi City Power. These costs are separate from infrastructure, impact fees, and connection fees.
6. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
7. Residential developments shall complete all required private improvements prior to commencing construction on units totaling more than 80% of the allowed units in the development.
8. If the subject property is subject to the Gardner-Plumb agreement with Lehi City, the conditions of that agreement apply here.
9. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
10. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION FOLLOWING RESOLUTION OF CRITICAL ISSUES (NEED ENVELOPES)

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

Memorandum

To: Lehi City

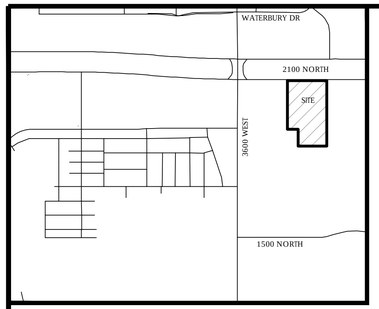
CC: Edge Homes

From: Ben Duzett, Focus Engineering

Date: 6/3/2020

Re: Timp Point Development Narrative

Timp Point is a preliminary P.U.D consisting of 20 Condo buildings located adjacent to 2100 North at approximately 3600 West. This will be an Edge Homes development. This development has gone through Lehi Cities conceptual submittal processes. We have been in coordination with Lehi Planning, Power, and Engineering to ensure a layout that will work to comply with Lehi City development codes.



VICINITY MAP
N.T.S

NOTE:

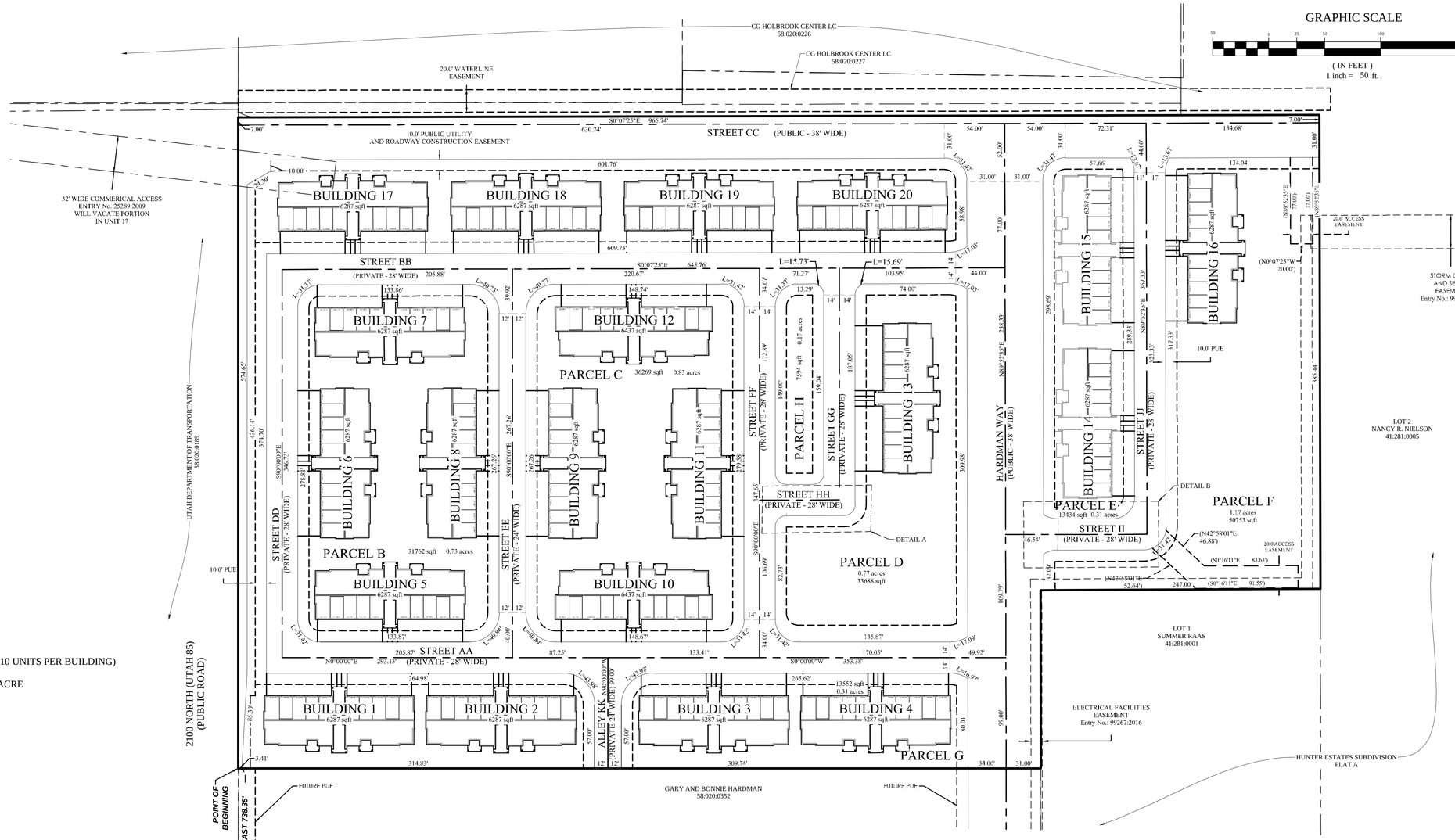
1. THIS AREA IS SUBJECT TO NORMAL EVERYDAY SOUNDS, ODORS, SITES, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
2. ALL PARCELS WILL BE OWNED AND MAINTAINED BY HOA
3. THE FOLLOWING ITEMS WILL BE REVIEWED AT THE TIME OF FINAL PLAT REVIEW:
   - PLAN AND PROFILES/CONSTRUCTION DRAWINGS OF PUBLIC IMPROVEMENTS
   - ALL PIPE TYPES, SPECIFIC LOCATIONS & DETAILS (BENDS, DETECTOR TAPE, ETC.)
   - VALVES
   - BLOWOFFS INCLUDING SIZE TYPE & PROTECTION
   - MANHOLES, BOXES AND RELATED DETAILS
   - FIRE HYDRANTS
   - LOT LINE UTILITY EASEMENTS
   - STREET LIGHTS/STREET SIGNS/TRAFFIC SIGNS
   - POWER LINE EXTENSIONS & DOME/TRANSFORMER LOCATIONS
   - LOT ADDRESSES
   - CBR VALUES AND ROAD SUB-BASE
   - SUBDIVISION MONUMENTATION AND LOT CORNER MARKERS.
4. (XXX) EASEMENT LABEL
5. LANDSCAPING IN THE PARKSTRIP ALONG HARDMAN WAY, FROM STREET CC TO 3600 WEST, WILL BE MAINTAINED BY THE H.O.A.

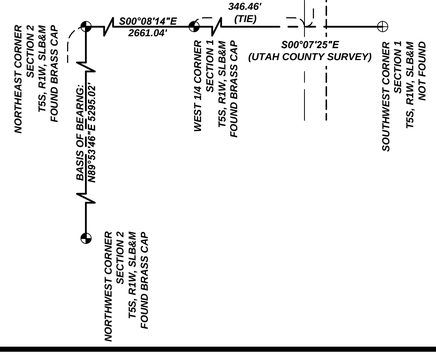
TABULATIONS:

CURRENT ZONE:	C	
TOTAL AREA:	12.01	ACRES
BUILDINGS:	20	BUILDINGS (10 UNITS PER BUILDING)
OPEN SPACE:	6.08	ACRES
DENSITY:	1.67	BUILDINGS/ACRE
ROADWAY AREA:	8.97	ACRES
ROADWAY LENGTH:	4440.3	FEET
DEVELOPMENT TYPE:	CONDOMINIUM	

LEGEND
- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- BOUNDARY MARKERS

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.





OWNER/DEVELOPER
EDGE HOMES
13702 SOUTH 200 WEST B12
DRAPER, UTAH 84020
(801) 910-2066
CONTACT: BRANDON PARR

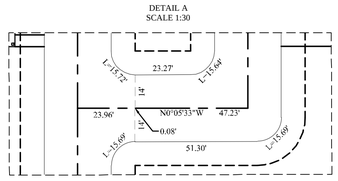
TIMP POINT PRELIMINARY PLAT DESCRIPTION

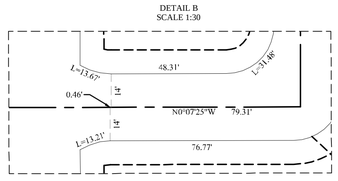
PRELIMINARY PLAT BOUNDARY DESCRIPTION

A portion of that Real Property described in Deed Entry No.39141:2016 of the Official Records of Utah County, located in the SW1/4 of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Southerly Right-of-Way line of State Road 85 (2100 North) as shown on the Right-of-Way plans for UDOT Project No. MP-R399(41), located S00°07'25"E along the Section line 346.46 feet and thence East 738.35 feet from the West 1/4 Corner of Section 1, T5S, R1W, SLB&M (Basis of Bearing: N89°53'46"E between the Northwest Corner and the Northeast Corner of Section 2, T5S, R1W, SLB&M); thence East along said right-of-way 581.65 feet to the Northeast corner of that Real Property described in Deed Entry No.39141:2016 of the Official Records of Utah County; thence S00°07'25"E along said deed and along PLAT"A" HUNTER ESTATES, according to the Official Plat thereof recorded June 14, 1994 as Entry No. 49523:1994 in the Office of the Utah County Recorder 965.72 feet; thence along said plat the following 3 (three) courses: 1) S89°52'35"W 423.44 feet; 2) N00°16'11"W 250.00 feet; 3) S89°52'35"W 159.12 feet; thence North 716.98 feet to the point of beginning.

Contains: 12.01+/- Acres





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

FOR REVIEW ONLY

TIMP POINT PLAT
LEHI, UT
PRELIMINARY PLAT

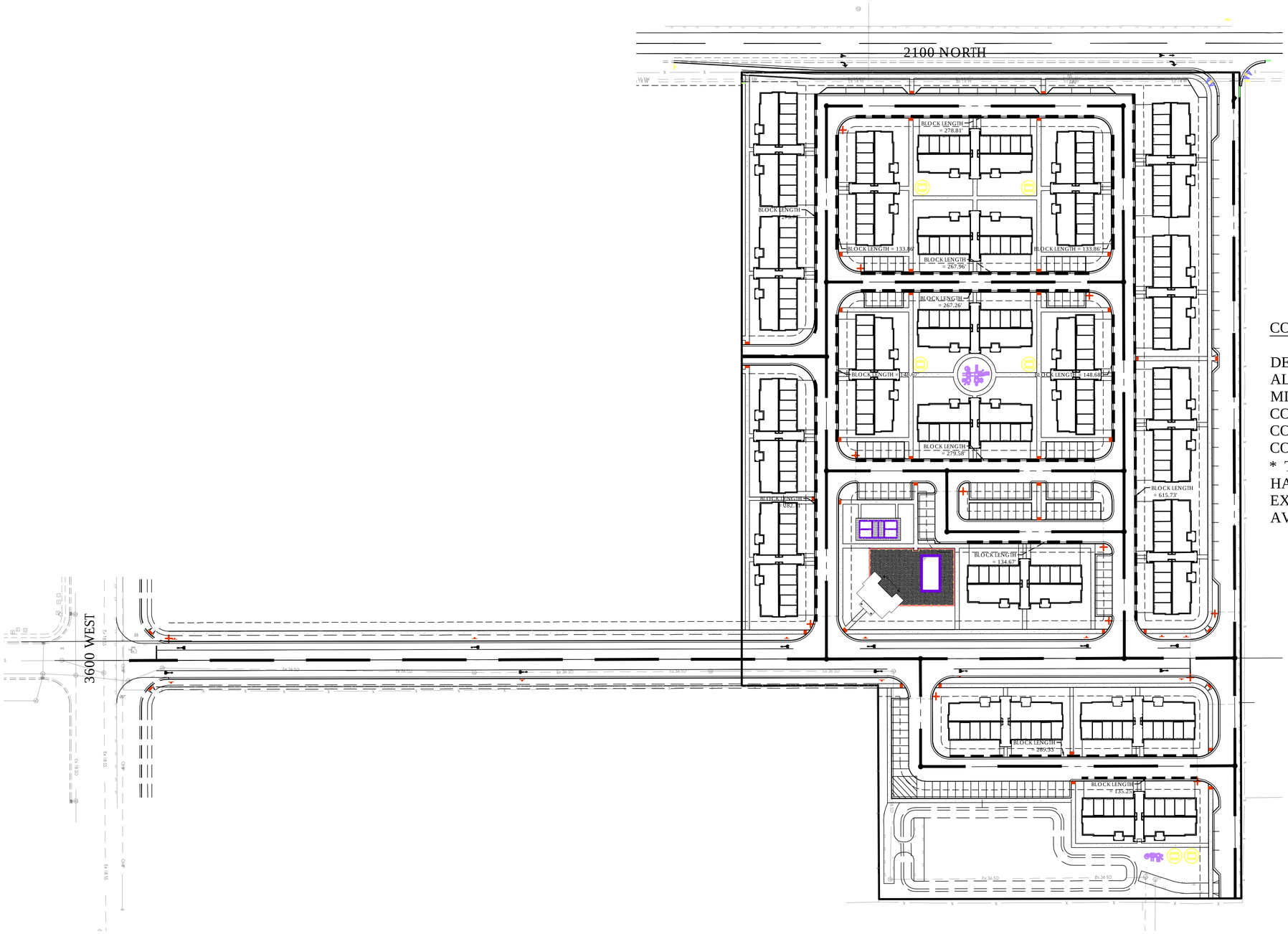
REVISION BLOCK		
#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

PRELIMINARY PLAT

Scale:	1"=50'	Drawn:	JPW
Date:	06/02/2020	Job #:	19-0353
Sheet:	C 2.0		

CALL BEFORE YOU DIG IT'S THE LAW BLUE STAKES 1-800-662-4111

Z:_2019\19-0353 Leh Mid\Family Edge Homes\design 19-0353\dwg\sheets\timp point C2.0 - Preliminary Plat.dwg



LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15 SD — 15" STORM DRAIN
- 8 SS — 8" SANITARY SEWER
- 8 W — 8" CULINARY WATER
- 8 SW — 8" SECONDARY WATER
- XXXX — CONTOUR MAJOR
- XXXX — CONTOUR MINOR
- Ex SD — EXIST. STORM DRAIN
- Ex SS — EXIST. SANITARY SEWER
- Ex W — EXIST. CULINARY WATER
- X — X — EXIST. FENCE
- (XXXX) — EXIST. CONTOUR MAJOR
- (XXXX) — EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- o XXXX.XX — SPOT ELEVATION

CONNECTIVITY TABULATIONS:

DENSITY:	16.65 UNITS/ACRE
ALLOWABLE BLOCK LENGTH	600 FT
MINIMUM INDEX SCORE	1.75
CONNECTIVITY LINKS	24
CONNECTIVITY NODES	16
CONNECTIVITY INDEX SCORE	1.5*

* THE CONNECTIVITY INDEX REQUIREMENT OF 1.75 HAS NOT BEEN MET, WE ARE LOOKING FOR AN EXCEPTION DUE TO THE LIMITED CONNECTIVITY AVAILABLE ON 2100 NORTH.

N

S

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Know what's below. Call 811 before you dig.

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

FOR REVIEW ONLY

TIMP POINT PRELIMINARY

LEHI, UT

CIRCULATION PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

CIRCULATION PLAN

Scale:	1"=XX'	Drawn:	JRB
Date:	07/21/20	Job #:	19-0353
Sheet:	C6.0		

Z:_2019\19-0353 Lehi Multifamily Edge Homes\design\19-0353\dwg\sheets\timp point\C6.0 - CIRCULATION PLAN.dwg



Abby (10 Plex)
Color FF



Abby
Back Elevation



Abby (10 Plex)
Color GG



Abby
Side Elevation



Abby (10 Plex)
Color HH

ABBY CONDOS

Abby Condo

Front Elevation



Brick Square Footage = 1,333
Hardie Square Footage = 961
Stucco Square Footage = 1,642
Total = 3,936
Stucco % = 41.7%

Abby Condo

Side Elevation



Brick Square Footage = 319
Hardie Square Footage = 573
Stucco Square Footage = 577
Total = 3,936
Stucco % = 39.2%

Abby Condo

Back Elevation



Brick Square Footage = 1,500
Hardie Square Footage = 1,001
Stucco Square Footage = 1,348
Total = 3,849
Stucco % = 35%

TIMP POINT



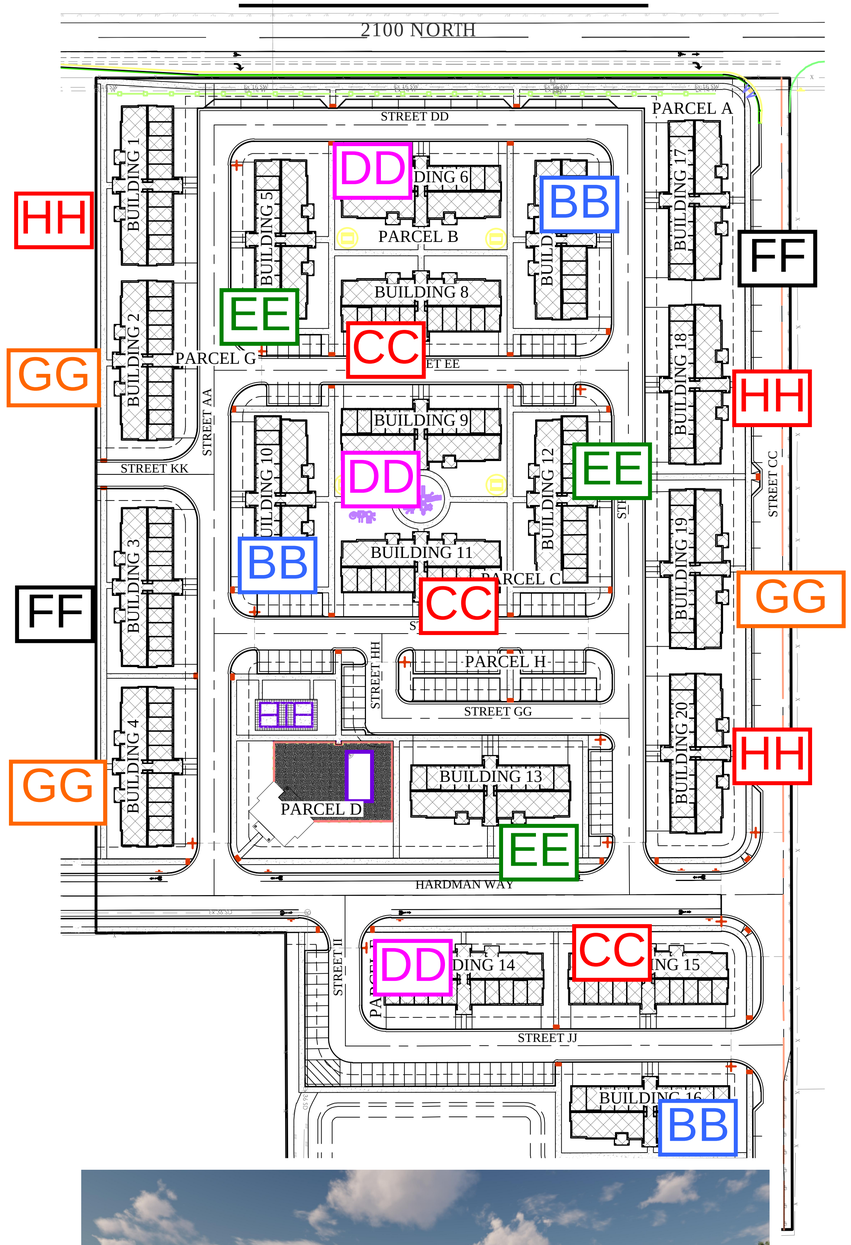
Color Palette
BB



Color Palette
CC



Color Palette
FF



Color Palette HH



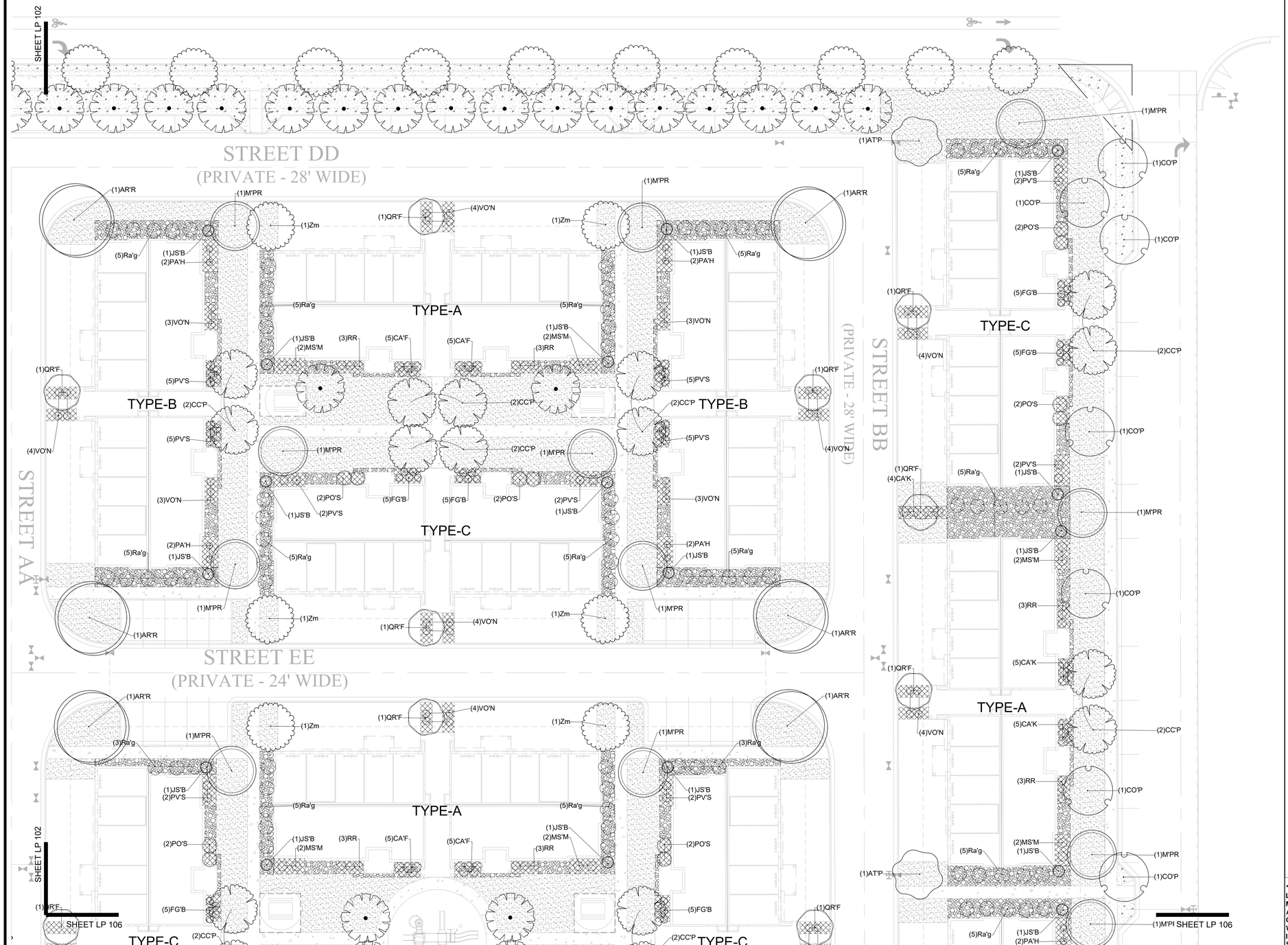
Color Palette
DD



Color Palette
EE



Color Palette
GG



PLANT SCHEDULE TIMP POINT

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	As	25	Acer griseum `JFS KW8AGRI` TM Fireburst Paperbark Maple	2" Cal
	AR'R	12	Acer rubrum `Redpointe` Redpointe Maple	2" Cal
	AT'P	13	Acer truncatum x platanoides `JFS-KW187` TM Urban Sunset Maple	2" Cal
	CO'P	40	Celtis occidentalis `Prairie Sentinel` Prairie Sentinel Hackberry	2" Cal
	Gd	41	Gymnocladus dioica `Espresso` Kentucky Coffeetree	15 gal
	M'PR	18	Malus x `Prairie Rose` Prairie Rose Crabapple	2" Cal
	Pa'b	6	Platanus x acerifolia `Bloodgood` London Plane Tree	2" Cal
	Zm	47	Zelkova serrata `Musashino` Sawleaf Zelkova	2" Cal

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	JS'B	40	Juniperus Scopulorum `Blue Arrow` Blue Arrow Juniper	5 gal
	PV'S	92	Panicum virgatum `Shenandoah` Shenandoah Switch Grass	5 gal
	PO'S	32	Physocarpus opulifolius `Seward` TM Summer Wine Seward Ninebark	5 gal
	Ra'g	177	Rhus aromatica `Gro-Low` Gro-Low Fragrant Sumac	5 gal
	RR	42	Rosa x `Radrazz` TM Knock Out Shrub Rose	5 gal
	VO'N	124	Viburnum opulus `Nanum` Dwarf European Viburnum	5 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	CA'K	87	Calamagrostis x acutiflora `Karl Foerster` Feather Reed Grass	5 gal
	FG'B	88	Festuca glauca `Casca11` Beyond Blue Fescue	2 gal
	MS'M	30	Miscanthus sinensis `Morning Light` Eulalia Grass	2 gal
	PA'H	24	Pennisetum alopecuroides `Hameln` Hameln Fountain Grass	2 gal

REFERENCE NOTES SCHEDULE TIMP P

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
1-01	SODDED LAWN AREA: LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	86,150 sf
1-02	1" STONE MULCH: DECORATIVE ROCK AREAS SHALL INCLUDE THE PLANTER BEDS AS SHOWN. PLANTER BEDS SHALL BE COMPLETELY FINISH-COVERED WITH ONE INCH (1") OQUIRRH COBBLE ROCK. APPLY DECORATIVE ROCK TO A MINIMUM DEPTH OF FOUR INCHES (4") OVER ENTIRE AREA. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION. ALL TREES AND SHRUBS WITHIN DECORATIVE ROCK AREAS SHALL BE WATERED WITH POINT-SOURCE DRIP IRRIGATION.	22,897 sf
1-03	WOOD MULCH: MULCHED AREAS SHALL INCLUDE THE TREE RINGS AROUND DECIDUOUS TREES WITHIN THE LAWN AREAS. MULCH SHALL BE APPLIED TO A DEPTH OF THREE INCHES (3") AT THE OUTER EDGE OF TREE RINGS, TAPERING DOWN TO THE TREE TRUNK, AND SHALL BE CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION. ALL TREES AND SHRUBS WITHIN MULCH AREAS SHALL BE WATERED WITH POINT-SOURCE DRIP IRRIGATION.	12,015 sf
1-04	CUT EDGE	5,381 lf
1-05	2"-4" STONE MULCH: DECORATIVE ROCK AREAS SHALL INCLUDE THE PLANTER BEDS AS SHOWN. PLANTER BEDS SHALL BE COMPLETELY FINISH-COVERED WITH TWO TO FOUR INCH (2"-4") TAURUS CEDARSTONE COBBLE ROCK. APPLY DECORATIVE ROCK TO A MINIMUM DEPTH OF FOUR INCHES (4") OVER ENTIRE AREA. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION. ALL TREES AND SHRUBS WITHIN DECORATIVE ROCK AREAS SHALL BE WATERED WITH POINT-SOURCE DRIP IRRIGATION.	18,100 sf

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ISSUE DATE	PROJECT NUMBER
07-21-2020	UT20037

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

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

0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION

TIMP POINT
LEHI, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

Developer / Property Owner:
EDGE HOMES
13702 S 200 W B12
DRAPER, UT 84020
(801) 494-0150

Client / Engineer:
FOCUS ENGINEERING
6949 SO. HIGH TECH DRIVE
SUITE 200
MIDVALE, UTAH
801.352.0075

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture & Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT KEVIN AINSWORTH 9139471-5301 07/31/2020 STATE OF UTAH

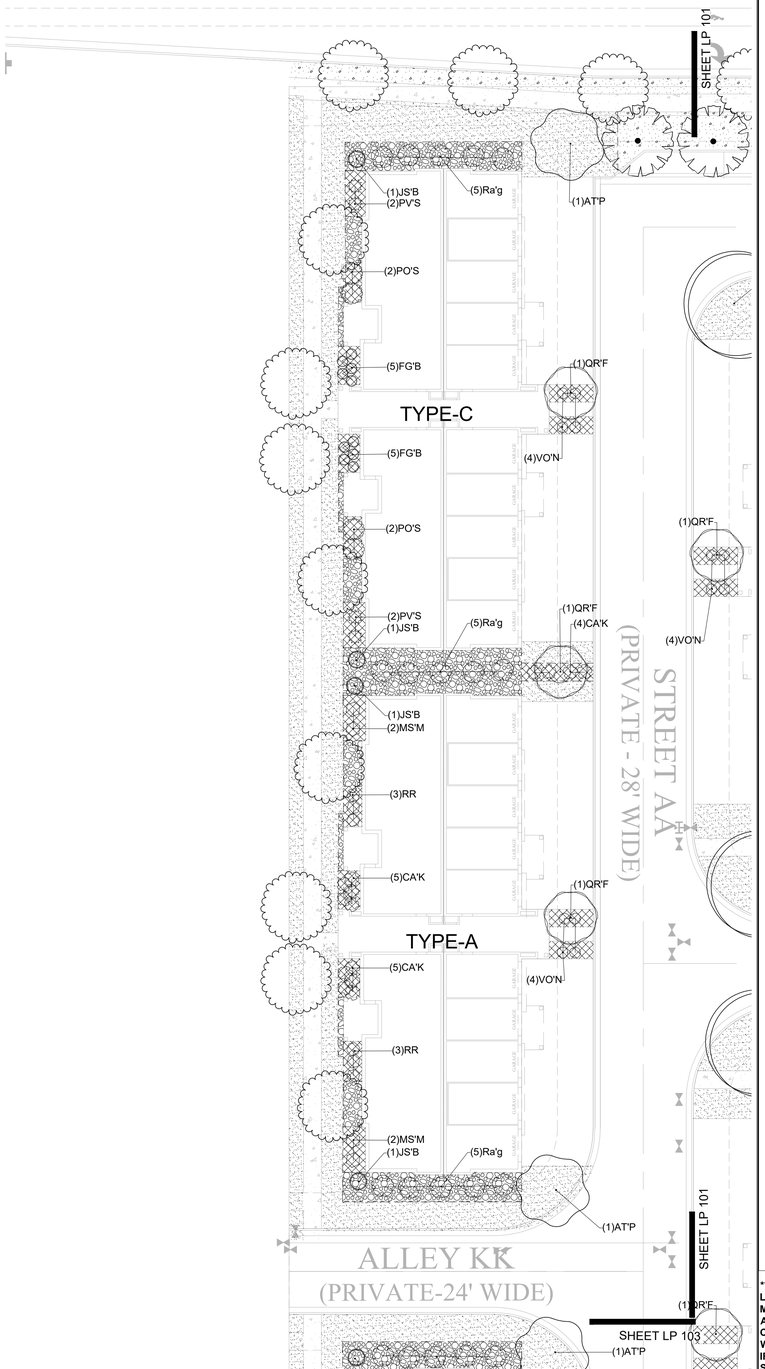
DRAWING INFO

PM:	JTA
DRAWN:	AP
CHECKED:	JTA
PLOT DATE:	7/21/2020

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-101



PLANT SCHEDULE TIMP POINT

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	As	25	Acer griseum `JFS KW8AGRI` TM Fireburst Paperbark Maple	2" Cal
	AR'R	12	Acer rubrum `Redpointe` Redpointe Maple	2" Cal
	AT'P	13	Acer truncatum x platanoides `JFS-KW187` TM Urban Sunset Maple	2" Cal
	CO'P	40	Celtis occidentalis `Prairie Sentinel` Prairie Sentinel Hackberry	2" Cal
	Gd	41	Gymnocladus dioica `Espresso` Kentucky Coffeetree	15 gal
	M'PR	18	Malus x `Prairie Rose` Prairie Rose Crabapple	2" Cal
	Pa'b	6	Platanus x acerifolia `Bloodgood` London Plane Tree	2" Cal
	Zm	47	Zelkova serrata `Musashino` Sawleaf Zelkova	2" Cal

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	JS'B	40	Juniperus Scopulorum `Blue Arrow` Blue Arrow Juniper	5 gal
	PV'S	92	Panicum virgatum `Shenandoah` Shenandoah Switch Grass	5 gal
	PO'S	32	Physocarpus opulifolius `Seward` TM Summer Wine Seward Ninebark	5 gal
	Ra'g	177	Rhus aromatica `Gro-Low` Gro-Low Fragrant Sumac	5 gal
	RR	42	Rosa x `Radrazz` TM Knock Out Shrub Rose	5 gal
	VO'N	124	Viburnum opulus `Nanum` Dwarf European Viburnum	5 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	CA'K	87	Calamagrostis x acutiflora `Karl Foerster` Feather Reed Grass	5 gal
	FG'B	88	Festuca glauca `Casca11` Beyond Blue Fescue	2 gal
	MS'M	30	Miscanthus sinensis `Morning Light` Eulalia Grass	2 gal
	PA'H	24	Pennisetum alopecuroides `Hameln` Hameln Fountain Grass	2 gal

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LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JOSEPH TYLER ANDREATH
7815417-5301
07/31/2020
STATE OF UTAH

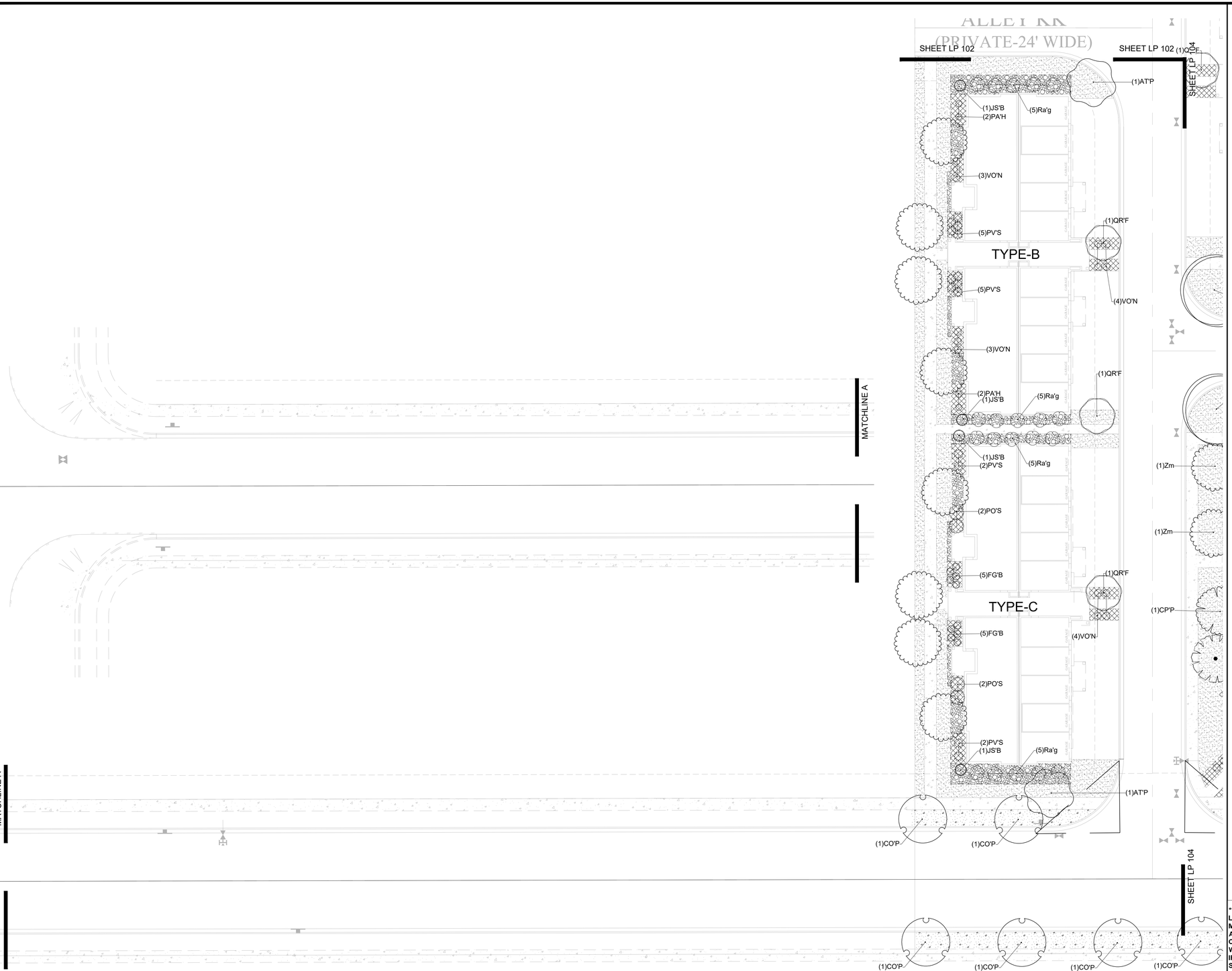
DRAWING INFO

PM:	JTA
DRAWN:	AP
CHECKED:	JTA
PLOT DATE:	7/21/2020

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-102



PLANT SCHEDULE TIMP POINT

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
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SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
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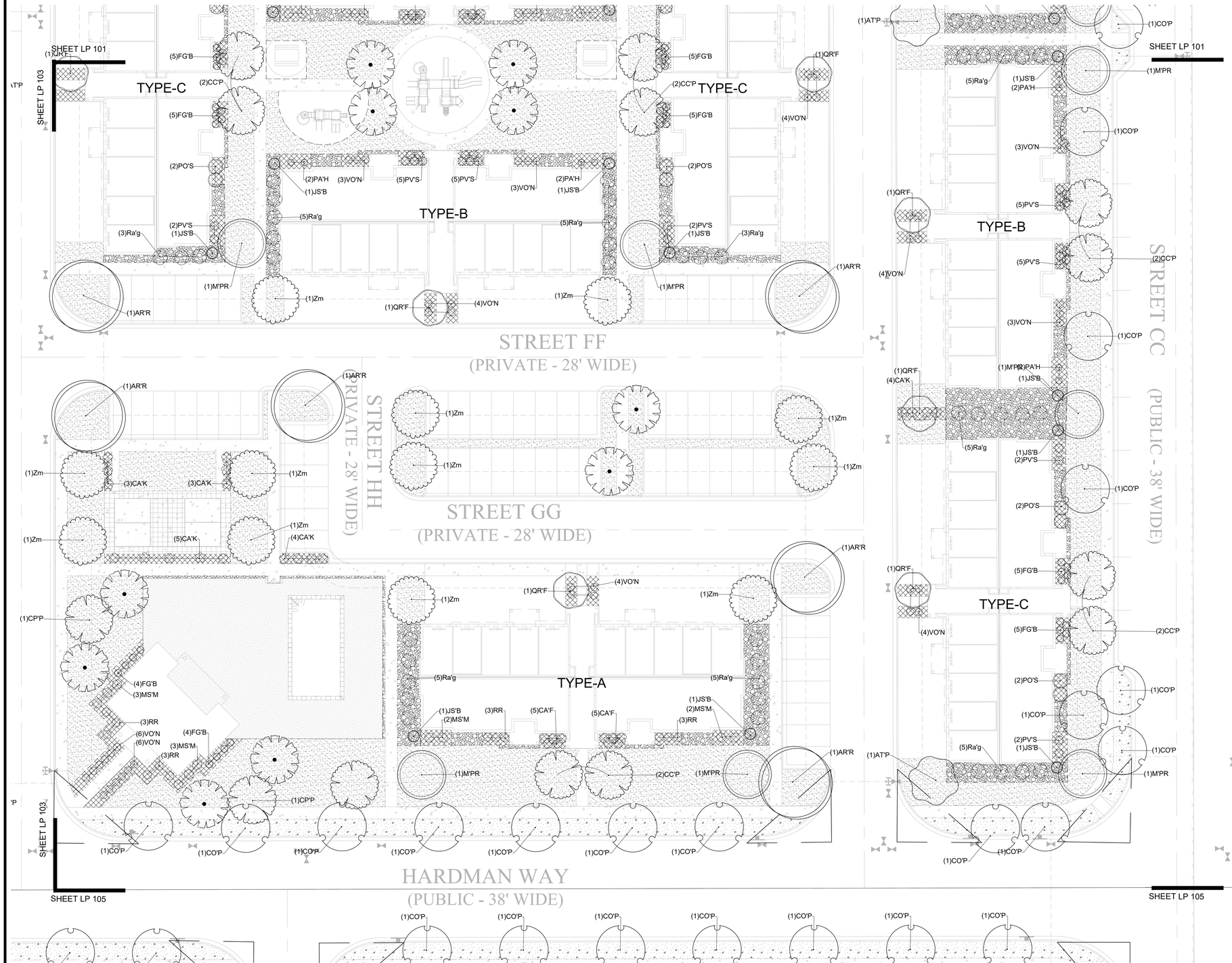
DRAWING INFO

PM: JTA
DRAWN: AP
CHECKED: JTA
PLOT DATE: 7/21/2020

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-103



PLANT SCHEDULE TIMP POINT

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GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION

TIMP POINT
LEHI, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

Developer / Property Owner:
EDGE HOMES
13702 S 200 W B12
DRAPER, UT 84020
(801) 494-0150

Client / Engineer:
FOCUS ENGINEERING
6949 SO. HIGH TECH DRIVE
SUITE 200
MIDVALE, UTAH
801.352.0075

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture & Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP



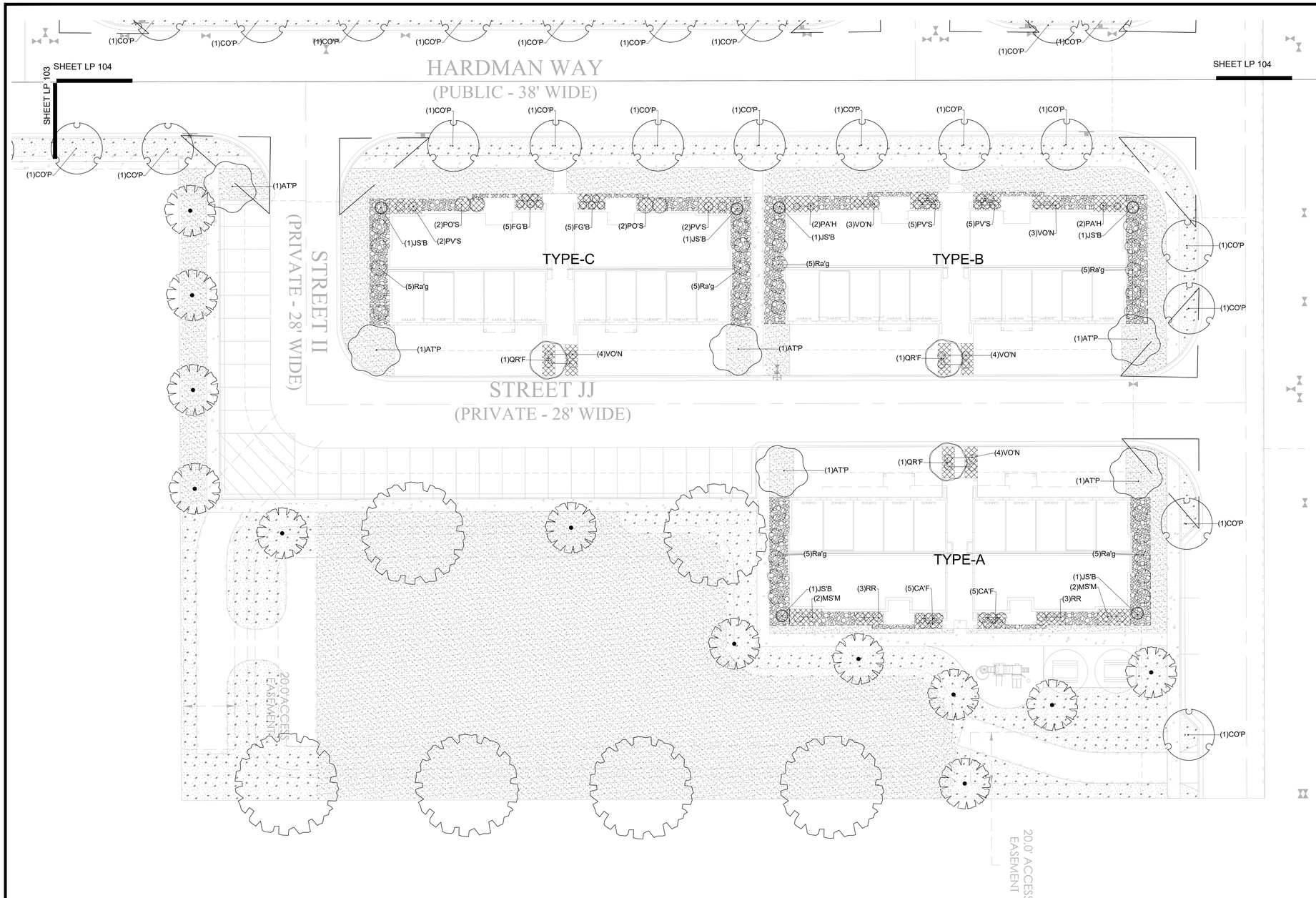
DRAWING INFO

PM:	JTA
DRAWN:	AP
CHECKED:	JTA
PLOT DATE:	7/21/2020

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-104



PLANT SCHEDULE TIMP POINT

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	As	25	Acer griseum `JFS KW8AGRI` TM Fireburst Paperbark Maple	2" Cal
	AR'R	12	Acer rubrum `Redpointe` Redpointe Maple	2" Cal
	AT'P	13	Acer truncatum x platanoides `JFS-KW187` TM Urban Sunset Maple	2" Cal
	CO'P	40	Celtis occidentalis `Prairie Sentinel` Prairie Sentinel Hackberry	2" Cal
	Gd	41	Gymnocladus dioica `Espresso` Kentucky Coffeetree	15 gal
	M'PR	18	Malus x `Prairie Rose` Prairie Rose Crabapple	2" Cal
	Pa'b	6	Platanus x acerifolia `Bloodgood` London Plane Tree	2" Cal
	Zm	47	Zelkova serrata `Musashino` Sawleaf Zelkova	2" Cal

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	JS'B	40	Juniperus Scopulorum `Blue Arrow` Blue Arrow Juniper	5 gal
	PV'S	92	Panicum virgatum `Shenandoah` Shenandoah Switch Grass	5 gal
	PO'S	32	Physocarpus opulifolius `Seward` TM Summer Wine Seward Ninebark	5 gal
	Ra'g	177	Rhus aromatica `Gro-Low` Gro-Low Fragrant Sumac	5 gal
	RR	42	Rosa x `Radrazz` TM Knock Out Shrub Rose	5 gal
	VO'N	124	Viburnum opulus `Nanum` Dwarf European Viburnum	5 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	CA'K	87	Calamagrostis x acutiflora `Karl Foerster` Feather Reed Grass	5 gal
	FG'B	88	Festuca glauca `Casca11` Beyond Blue Fescue	2 gal
	MS'M	30	Miscanthus sinensis `Morning Light` Eulalia Grass	2 gal
	PA'H	24	Pennisetum alopecuroides `Hameln` Hameln Fountain Grass	2 gal

REFERENCE NOTES SCHEDULE TIMP P

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
1-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	86,150 sf
1-02	1" STONE MULCH: DECORATIVE ROCK AREAS SHALL INCLUDE THE PLANTER BEDS AS SHOWN. PLANTER BEDS SHALL BE COMPLETELY FINISH-COVERED WITH ONE INCH (1") OQUIRRH COBBLE ROCK. APPLY DECORATIVE ROCK TO A MINIMUM DEPTH OF FOUR INCHES (4") OVER ENTIRE AREA. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION. ALL TREES AND SHRUBS WITHIN DECORATIVE ROCK AREAS SHALL BE WATERED WITH POINT-SOURCE DRIP IRRIGATION.	22,897 sf
1-03	WOOD MULCH: MULCHED AREAS SHALL INCLUDE THE TREE RINGS AROUND DECIDUOUS TREES WITHIN THE LAWN AREAS. MULCH SHALL BE APPLIED TO A DEPTH OF THREE INCHES (3") AT THE OUTER EDGE OF TREE RINGS, TAPERING DOWN TO THE TREE TRUNK, AND SHALL BE CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION. ALL TREES AND SHRUBS WITHIN MULCH AREAS SHALL BE WATERED WITH POINT-SOURCE DRIP IRRIGATION.	12,015 sf
1-04	CUT EDGE	5,381 lf
1-05	2"-4" STONE MULCH: DECORATIVE ROCK AREAS SHALL INCLUDE THE PLANTER BEDS AS SHOWN. PLANTER BEDS SHALL BE COMPLETELY FINISH-COVERED WITH TWO TO FOUR INCH (2"-4") TAURUS CEDARSTONE COBBLE ROCK. APPLY DECORATIVE ROCK TO A MINIMUM DEPTH OF FOUR INCHES (4") OVER ENTIRE AREA. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION. ALL TREES AND SHRUBS WITHIN DECORATIVE ROCK AREAS SHALL BE WATERED WITH POINT-SOURCE DRIP IRRIGATION.	18,100 sf

*****THE LANDSCAPE ARCHITECT PROVIDES QUANTITY AND FOOTAGE INFORMATION AS AN AIDE TO THE BIDDING LANDSCAPER. QUANTITIES, SPECIES, AND SPECIFICATIONS HAVE BEEN SUBMITTED AND APPROVED BY THE MUNICIPALITIES – ALL SUBSTITUTIONS AND LESSER QUANTITIES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT AND EDGE HOMES MANAGEMENT. IT IS ENTIRELY THE RESPONSIBILITY OF THE BIDDERS TO CALCULATE THE MATERIAL BASED ON THE GRADE CONTOURS, INCLUDING ALL LANDSCAPING RETAINING WALLS INDICATED ON THE CIVIL AS WELL AS THE LANDSCAPING DRAWINGS. THESE CIVIL, LANDSCAPING, AND IRRIGATION DRAWING WILL NEED TO BE REVIEWED PRIOR TO SUBMITTING A BID FOR THE PROJECT. ANY SHORTAGES OF MATERIALS WILL NOT BE PAID FOR BY EDGE HOMES OR THE LANDSCAPE ARCHITECT**

ISSUE DATE 07-21-2020 **PROJECT NUMBER** UT20037

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

PLAN INFORMATION

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

0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

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LEHI, UTAH

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LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
6765810
ANNETH
TRIGGS
07/21/2020
LICENSE
STATE OF UTAH

DRAWING INFO

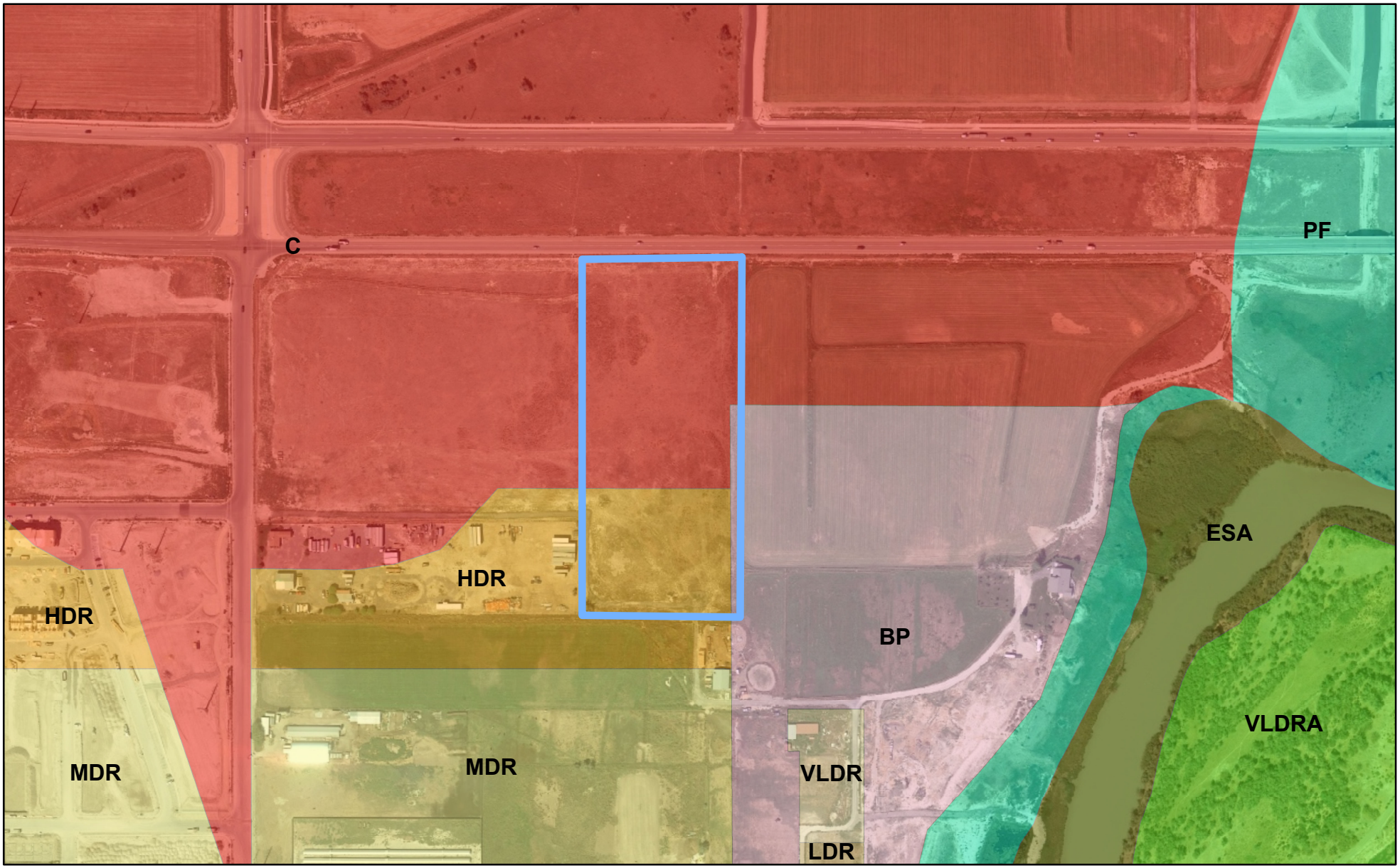
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LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-105

Timp Point Preliminary Subdivision
General Plan

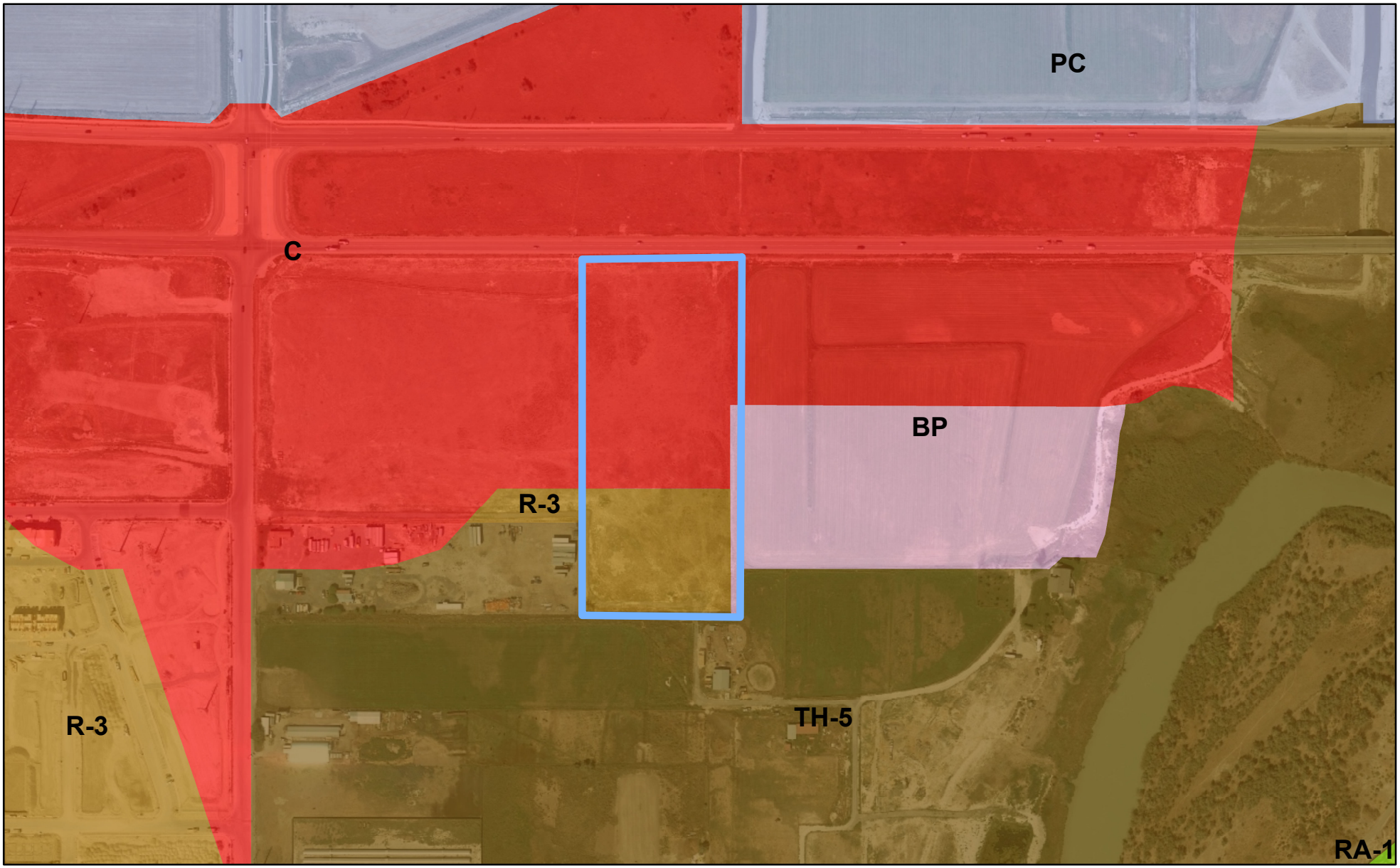


0 450 900 Feet

LEHI CITY

Timp Point Preliminary Subdivision

Zoning



0 450 900 Feet

LEHI CITY

Timp Point Preliminary Subdivision

Aerial



0 450 900 Feet


PUBLIC
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