Lehi City Council Meeting
Agenda
April 26, 2022

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

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Growth Summit Presentation- Curtis Blair

   2.2. Fireworks Discussion- Chief Jeremy Craft

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. Presentations and Reports

   2.1. Heritage Award Presentation to Bret Hutchings

   2.2. National Bike Month Proclamation

3. 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.)

4. Consent Agenda

   4.1. Approve Purchase Orders

FX Construction PO.pdf

Regular Agenda

5. Consideration of Resolution #2022-30, approving a master services agreement and a design and construction agreement with Uintah Basin Electronic Telecommunication dba STRATA Networks for an open fiber optic communications network.
   Petitioner: Lehi City
   Res 2022-30.docx
   Agreement-Fiber Design and Construction (clean council draft 4.22.2022).docx
   Agreement-Fiber MSA (clean council draft 4.22.2022).docx
   2022-04-18 Agreement Construction- Scope of Work EXHIBIT (final).docx

6. Kiene Addition Annexation, 5-acres of property located at 7521 North 8000 West (1650 South Center) with proposed R-1-22 (residential/agriculture) zoning.
   a. Public Hearing
   b. Consideration of Resolution #2022-32, approving an Annexation Agreement with the owners of the property that is the subject of the Kiene Addition Annexation.
   c. Consideration of Ordinance #25-2022, approving the Kiene Addition Annexation.

   Petitioner: Andy Welch
   CC Staff Report Kiene Addition Annexation - Final Approval 04.26.22.docx
   Kiene Addition Annexation DRC 03.09.22.docx
   Ord 25-2022.docx
   Res 2022-32.docx
   Kiene Addition Annexation AnnexAgreement 04.26.2022.docx
   Kiene Annexation - narrative.pdf
   Kiene Addition Annexation 03.09.22.pdf
   Aerial Map.pdf
   General Plan Map.pdf
   Zoning Map.pdf

7. Consideration of Ordinance #26-2022, approving the Fort Street Zone Change on 4.79-acres of property located at approximately 3300 North 1200 West from TH-5 to Commercial and R-1-10. (Tabled from the March 22nd meeting.)
   Petitioner: Fort Street Partners
   CC Staff Report Fort Stret Zone Change 04.26.22.docx
   Fort Street Zone Change DRC 02.09.22.docx
   Ord 26-2022.docx
   Fort Street Zone Change Information.pdf
   Aerial Map.pdf
   General Plan Map.pdf
   Zoning Map.pdf

8. Consideration of Final subdivision approval for the Summers' subdivision, a single residential lot located at 1131 East Fitzgerald Lane in an R-1-15 zone.
   Petitioner: Howard Summers
   CC Staff Report Summers Final Subdivision 04.26.22.docx
   Summer's Subdivision DRC 04.13.22.docx
   Summers Subdivision Plat.pdf
   Aerial Map.pdf
   Summers Subdivision Civil Plans.pdf
   General Plan Map.pdf
   Zoning Map.pdf

9. Consideration of Resolution #2022-33, approving an Interlocal Cooperation Agreement between Utah County and Lehi City for the 2300 West roadway widening project.
   Petitioner: Lehi City
   Res 2022-33.docx
   Lehi 2300 West Widening 3 9 22 (Final for Council approval).docx

10. Consideration of Resolution #2022-34, approving an agreement with A/C Excavation Inc. for excavation projects.
    Petitioner: Lehi City
    Res 2022-34.docx
    Agreement-AC Excavation.docx

11. Consideration of Ordinance #27-2022, dissolving the Millpond Redevelopment Project Area.
    Petitioner: Lehi City
    Ord 27-2022.docx

12. Consideration of Ordinance #28-2022, dissolving the Alpine Highway Community Development Project Area.
    Petitioner: Lehi City
    Ord 28-2022.docx

13. 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.

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Growth Summit Presentation- Curtis Blair

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Fireworks Discussion- Chief Jeremy Craft

Suggested Action:

Attachments:

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Heritage Award Presentation to Bret Hutchings

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Presentations and Reports

Subject:
National Bike Month Proclamation

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

FX Construction PO.pdf

Lehi City Purchase Requisition Request

Supplier	**Name**	FX Construction		**Vender #**	
	Street	6862 W 10205 N		**Date**	4/20/2022
	City	Highland	**State**	Ut.	
	Zip	84003	**Phone**	(801) 971-0149	

Dean Lundell

Engineering	**71-50-18-001**	4/21/22
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quantity	Unit	Materials and Description	Price	Total
Continued Construction on the 2.3 Million Gallon 600 East Tank, including:				
1	LUMP	600 E - Increase in Soil Nail Wall Height	$48,000.00	$48,000.00
1	LUMP	24" HDPE Drain Line Extension	$135,000.00	$135,000.00
1	LUMP	24" Cul. Waterline Upsize/Extension	$56,000.00	$56,000.00
1	LUMP	Req'd. Storm Drainage and Sewerline Extensions	$53,000.00	$53,000.00
1	LUMP	600 East Paving Necessitated by Utility Extensions	$44,000.00	$44,000.00
		Total		$336,000.00

Justification:		
- This project was originally bid through SciQuest. FX was the lowest of three bidders, and was awarded the construction contract in February of 2021. - During the course of construction it was determined that the soil nail walls needed to be extended to safely construct the tank. Additionally, it was determined that various utilities needed to be extended and/or upsized within 600 East to accomodate the tank construction. - The construction of this tank complies with the Lehi City Culinary Water Master Plan and is to be funded with culinary water impact fees.		
	Price Determination	X
	Verbal Quote	
	Informal Bid	
	Written Bid	
	State Bid	
	Other	

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-30, approving a master services agreement and a design and construction agreement with Uintah Basin Electronic Telecommunication dba STRATA Networks for an open fiber optic communications network.

Suggested Action:

Attachments:

Res 2022-30.docx

Agreement-Fiber Design and Construction (clean council draft 4.22.2022).docx

Agreement-Fiber MSA (clean council draft 4.22.2022).docx

2022-04-18 Agreement Construction- Scope of Work EXHIBIT (final).docx

LEHI CITY

RESOLUTION NO. 2022-30

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A MASTER SERVICES AGREEMENT AND A DESIGN AND COSNTRUCTION AGREEMENT WITH UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS LLC dba STRATA NETWORKS

WHEREAS Uintah Basin Electronic Telecommunications LLC dba STRATA Networks ("STRATA") submitted a proposal on September 3, 2021, in response to the City's issued Fiber Network Design, Procurement, Construction, Operation, and Maintenance Request for Proposal and STRATA's Proposal consisted of a public-private partnership for the design, construction, and operation of an open fiber optic communications network for use by retail service providers to provide retail broadband service to the businesses and residents of the City.;

WHEREAS the City reviewed the proposal and selected STRATA for the design, engineering and construction of a wholesale open access fiber optic telecommunications network for the City and its businesses and residents.

WHEREAS the City has determined that STRATA has the necessary personnel, experience, financial capability, and competence to promptly complete the project, and has selected STRATA to design and construct the project pursuant to the terms and conditions of this Agreement

WHEREAS, on April 12, 2022, 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 i) a Master Services Agreement; and ii) a Design and Construction Agreement with STRATA; and (iii) 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 Master Services Agreement and the Design and Construction Agreement attached hereto as Exhibits "A" and "B" are hereby approved and the Mayor is authorized to execute the agreements 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 26th day of April, 2022.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

DESIGN & CONSTRUCTION AGREEMENT BETWEEN LEHI CITY

CORPORATION AND UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS

This Design and Construction Agreement ("Construction Agreement") is made effective as of the date the last party signs below ("Effective Date") between the City of Lehi, a Utah municipal corporation, located at 153 North 100 East, Lehi, Utah ("City") and Uintah Basin Electronic Telecommunications, L.L.C., dba STRATA Networks, a Utah limited liability company, 211 East 200 North, Roosevelt, Utah 84066 ("Contractor"), and is incorporated into the parties executed Master Services Agreement made effective on the _____ day of _____, 2022.

RECITALS

A. Contractor submitted a proposal on September 3, 2021, in response to the City's issued Fiber Network Design, Procurement, Construction, Operation, and Maintenance Request for Proposal. The Contractor's Proposal consisted of a public-private partnership for the design, construction, and operation of an open fiber optic communications network for use by retail service providers to provide retail broadband service to the businesses and residents of the City.

B. The City reviewed the proposal and selected Contractor for the design, engineering and construction of a wholesale open access fiber optic communications network for the City and its businesses and residents.

C. The City has determined that the Contractor has the necessary personnel, experience, financial capability, and competence to promptly complete the Project, and has selected Contractor to design and construct the Project pursuant to the terms and conditions of this Agreement.

D. The City and Contractor commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Agreement Documents.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, and other good and valuable consideration received and to be received, the Parties mutually agree as follows:

1.0 Recitals Incorporated

The above Recitals are incorporated herein as though fully set forth.

2.0 Defined Terms

In this Agreement, the following terms shall have the meanings set forth below unless the context shall otherwise require:

Agreement. The Agreement is the sum of all the Agreement Documents. This Agreement represents the entire and integrated agreement between the City and the Contractor as it pertains

to the design, engineering, surveying, constructing, managing, and implementing the Project, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement's Guaranteed Maximum Price and Project Schedule may be changed only by a Change Order as provided under this Agreement.

Agreement Documents. The Agreement Documents shall mean the documents as defined in Section 3 of this Agreement.

As-Built Drawings. As-Built Drawings shall mean the final graphical drawings and maps which depict all of the Work in specific detail as constructed by the Contractor in a manner and format specified in Section 24 of this Agreement.

Change Directive. A Change Directive may be issued by the City to direct changes in the Work of a minor nature or more significant changes where the change is urgent and, in the City's opinion, there is not time for the Contractor to submit a proposal and for the City to consider and react to such proposal prior to implementation of the change, or prior to approval of a final Change Order.

Change Order. A Change Order shall mean a form signed by the City and the Contractor to authorize an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times issued after the execution of the Agreement.

Contract Price. The Contract Price shall mean the monies payable by the City to the Contractor for completion of the Work in accordance with the terms and conditions of the Agreement.

Contract Times. The Contract Times shall mean the number of days or the specific date in the Agreement to achieve Final Completion for the Project.

Contractor. The Contractor shall mean Uintah Basin Electronic Telecommunications, L.L.C., dba STRATA Networks.

Cost of Work. The Cost of Work shall mean the costs necessarily incurred by Contractor in the proper performance of the Work. Cost of Work may include direct labor costs, mobilization fees, management and procurement fees, subcontract costs, costs of materials and equipment incorporated in the completed Work, costs of other materials and equipment, temporary facilities, permitting and encroachment fees, traffic and safety control costs, materials testing, bonds, and related items. Cost of Work shall not include taxes, or insurance costs.

Field Order. A verbal or written directive issued by the Contractor and approved by the City or issued by the City which requires minor changes in the Work but both parties agree does not change the GMP Price or the Project Schedule.

Final Completion. Final Completion in connection with the Work or such portion thereof for each Network Area as is mutually agreed shall mean the point at which:

- construction is complete, including the furnishing and installation, mounting, connecting and protecting of all equipment
- specified operating tests have been successfully completed

- all Punch List Items have been resolved to the satisfaction of City, and
- all final lien releases have been provided, excluding any such items related to warranty claims or warranty rectification work
- upon acceptance of Final Completion of a Network Area the parties agree that any further construction or subscriber connection requests will be addressed pursuant to the parties Network Operation Agreement. For example, it is not uncommon for subscribers to not sign up to connect to the network at the time of Network Area construction. However, they may elect to do so after construction. Under this example, the subscriber choosing to connect after acceptance of Final Completion of a Network Area would be addressed pursuant to the terms and costs agreed to in the parties Network Operation Agreement.

Furnish, Install, Provide. The terms "furnish" or "install" or "provide," unless specifically limited in context mean supplying and incorporating a specified item, product, or material in the Work, including all labor, materials, and equipment necessary to perform the work required, ready to use.

Guaranteed Maximum Price or GMP. Guaranteed Maximum Price shall mean the maximum aggregate total of the Contract Prices for the performance of the Work payable by the City to the Contractor, subject to the provisions of the Construction Agreement. The City shall not be liable to the Contractor for any amount in excess of the Guaranteed Maximum Price established at the Effective Date of the Construction Agreement in the absence of a Change Order or amendment explicitly revising the Guaranteed Maximum Price.

Network Area. Network Area shall mean each of the separate portions of the Project that the parties agree shall be subject to individual completion and acceptance procedures. Each agreed Network Area shall be tracked separately in the Project Schedule. The City anticipates that the Network Project will consist of approximately 130 Network Areas.

Notice to Proceed. Notice to Proceed shall mean the written notice given by the City to the Contractor fixing the date on which the Contract Times shall commence to run and the Contractor shall start to perform the Work under the Agreement.

Project. The Project is the design, engineering, surveying, managing and other work necessary for the total construction and installation of a fiber optic communications network to an estimated 20,500 residential locations and 1,300 business locations within the City limits in accordance with the specifications and conditions contained within the RFP and Contractor's Proposal.

Project Schedule. The Project Schedule shall mean the calendar of events and design and construction activities in the appropriate order of priority and importance to complete the Work according to the Contract Times as prepared and monitored by the Contractor and approved by the City in accordance with the Agreement.

Proposal. Proposal shall mean the document submitted by the Contractor to the City on September 3, 2021, in response to the RFP for consideration in selecting and awarding a contract

for the Project attached to this Agreement and by this reference incorporated herein and made a part hereof.

Punch List. Punch List shall mean a list of minor Work items to be completed or corrected prior to Final Completion. Punch List items shall not include any items affecting network operation. Failure to include an item on a Punch List does not relieve the Contractor of any responsibility to complete the Work in accordance with the Agreement.

Retainage. Retainage shall mean five percent (5%) of the monies payable by the City to the Agreement pursuant to the Contract that shall be retained by the City until Final Completion of a Network Area and released thereafter in accordance with terms and conditions of the Agreement.

RFP. RFP shall mean the City's Request for Proposal No. 2021-15 dated August 17, 2021 and attached to this Agreement and by this reference incorporated herein and made a part hereof.

Scope of Work or Work. The Work comprises the completed construction required by the Agreement Documents and includes all labor, design, engineering, consulting, project management fees, materials, procurement, equipment, supplies and other facilities or things necessary to complete such construction, and all materials, equipment and supplies incorporated or to be incorporated into such construction for the completion of the Project.

Site. The Site means the places provided by the City where the Work is to be performed and where materials and equipment are to be delivered and stored.

Specifications and Drawings: The Specifications and Drawings shall mean the written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and the drawings and maps that graphically indicate the scope, extent, and character of the Work to be prepared by the Contractor and approved by the City and used in the construction of the Project by the Contractor.

Subcontractor. Subcontractor shall mean an individual or entity having a direct agreement with the Contractor for the performance of a part of the Work on the Project.

Unit Price Work. Work to be paid for on the basis of unit prices and quantities.

3.0 Agreement Documents

The Agreement Documents shall be interpreted as mutually explanatory of one another. If there is an ambiguity or discrepancy in the Agreement Documents, the Parties will mutually agree to any necessary clarifications in the Agreement Documents. The Agreement Documents shall consist of the following, in descending order of priority:

- All written Change Orders agreed to and executed by the parties.
- This Agreement as executed by the parties.
- The Master Services Agreement as executed by the parties.
- The Unit Price Work submitted by Contractor and accepted by City for each Network Area.
- The Scope of Work as identified in Exhibit A.

- Approved Drawings and Specifications Exhibit E.
- The City's RFP and its addenda attached hereto as Exhibit B.
- The Contractor's Proposal and all supplemental materials attached hereto as Exhibit C.
- The executed Notice to Proceed, the form of which is attached hereto as Exhibit D.
- Performance and Payment Bond in the form of which is attached hereto as Exhibit F to be provided by the Contractor.
- Contractor's Letter of Certification and Notice of No Existing or Unresolved Claims for Completed Network Areas attached hereto as Exhibit H.

4.0 Scope of Work

The Contractor shall complete all Work as specified or indicated in the Agreement Documents. The Scope of Work is identified in Exhibit A.

5.0 Contract Price

The Contractor guarantees that the maximum amount payable by the City for the completion of the Work in accordance with the Agreement including all Cost of Work, profits and overheads shall not exceed $68,111,536.00 subject to any increases or decreases for changes in the Work as described in this Agreement. Such sum shall be the Guaranteed Maximum Price. Except as otherwise provided herein, the Guaranteed Maximum Price is subject to adjustment in the event of an executed Change Order in the Work increasing estimated quantities and Contract Times. Changes in estimated quantities in the absence of a Change Order shall not cause any change in the Guaranteed Maximum Price.

6.0 Payment Applications

The City shall make progress payments. For the Work performed by the Contractor under this Agreement, the City shall pay only for Work completed in accordance with the unit price cost detail submitted with each Network Area. If payment is requested on the basis of stockpiled materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the application for payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Contractor has received the materials and equipment free and clear of all liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect City's interest therein, all of which must be satisfactory to City.

Submitted and approved Network Areas and Unit Price Work schedules will contain costs of Work to be completed. Adjustments to unit quantities within Unit Price Work schedules with any increase in cost to the Network Area due to differentiating field conditions, Field Orders, Change Directives or existing conduit conditions shall not exceed 20% of the estimated total cost of the associate Network Area. In the event that the anticipated total cost increase due to adjustments of unit quantities exceeds 20% of the estimated amount a written Change Order from the City to the Contractor is required. The sum of all cost increases, excluding accepted Change Orders, for all Network Areas due to unit quantity adjustments shall not provide any increase to the Guaranteed Maximum Price. The Contractor may render and submit no more frequently than weekly

applications for payment to the City for the Work completed during the preceding period and no later than the time designated by the City. The Contractor shall submit to the City two (2) original itemized applications for payment for Work actually completed.

Each application for payment shall be accompanied by the items set forth below. Failure to provide any of the following in a manner satisfactory to the City and as set forth below shall result in the City's withholding payment or partial payment from the Contractor until such time as the deficient matter is provided or corrected.

- An estimate of values to indicate the current percentage of Work and dollar value completion (for the period and a cumulative total) of each category of Work listed. The schedule of values shall be broken down by Network Area and within each Network Area by the categories of the Unit Price cost submittal, and it shall become the basis for calculating the progress payments. Categories shall at a minimum consist of main pathway installation, service terminal installation, fiber installation, service drop installation, and customer premise installation. Adjustments to the percentage of Work and dollar value completion will be required in the event that adjustments are made to the unit quantities within the Unit Price Work schedule.

- An updated Project Schedule attached as Exhibit G.

- Waivers of lien/bond rights for each Final Completed Network Area and other documentation from Subcontractors, Sub-subcontractors, vendors and suppliers to evidence the status of payments if requested by the City.

Applications for payment shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason. All sums due to Subcontractors and suppliers under previous applications for Payment that have been paid by the City shall be paid to the Subcontractors, vendors and suppliers in question before the City shall make any additional payments. Notwithstanding any other provision herein, the Contractor shall pay all amounts due to Subcontractors for satisfactory performance of their contracts within thirty (30) days after receiving payment for the same from City.

At the City's discretion, applications for Payment may include requests for payment on account of changes in the Work which have been properly authorized by Change Directive but not yet included in a Change Order so long as such request does not exceed the current Guaranteed Maximum Price unless the increase in the Guaranteed Maximum Price is due to a change deemed urgent by the City as described in Section 9.

Within thirty (30) days of acceptance of a Final Completed Network Area, the Contractor shall designate a competent financial officer to sign a certification letter on behalf of the Contractor in each application for payment. A sample copy of the certification letter to be submitted is attached hereto as Exhibit H.

The Contractor warrants that title to all Work covered by an application for payment shall pass to the City no later than the time of final payment of the Retainage for a Network Area on such

application for payment by the City to the Contractor. The Contractor further warrants that upon submission of an application for final payment, for a Network Area, all Work for which certificates for payment have been previously issued and payments received from the Contractor shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, Sub-subcontractors, material or equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

7.0 Payments by City

Within thirty (30) days after the receipt of each application for payment, the City shall pay the Contractor for the Work covered by said application for payment and completed in accordance with this Agreement less Retainage. If at the time of Final Completion of any Network Area any Retainage is outstanding, the outstanding amounts shall be paid to the Contractor within thirty (30) calendar days after such Final Completion.

If the City fails to make payment to the Contractor within sixty (60) calendar days after receipt of invoice, the City shall pay the Contractor interest on the full amount of the invoice at the rate of 1.0% per month, (approximately 0.035% per day) for each calendar day payment is later than said sixty-day period.

A Retainage amount of five percent (5%) of the payments shall be held by the City until the Final Completion and acceptance of each Network Area of the Project by the City, which Retainage shall continue bearing State of Utah treasury interest until paid. However, the City may elect to release the Retainage held at earlier periods.

8.0 Pricing for Change Orders

Charges or credits for the Work covered by the approved change shall be determined by one or more, or a combination of the following methods. All charges or credits shall be pre-approved in writing by the City:

Unit Prices. Unit prices contained in extra work items or as subsequently approved. The unit prices include allowances for overhead and profit. This is the City-preferred method.

Lump Sum. An agreed lump sum to include all labor, materials, equipment, overhead and profit.

Actual Cost. The actual cost, verified by daily approved time sheets, to include all labor, materials, equipment, overhead and profit.

Upon request, the Contractor shall furnish the City an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered. Source point documentation of claimed costs is required.

In the event that the unit prices and hourly rates set forth in each Unit Price Work for a Network Area are not applicable, the fixed percentage for overhead and profit for Change Orders shall not exceed fifteen percent (15%) of the actual cost of the labor and materials, and equipment actually

supplied by Contractor, except that only actual cost shall be allowed for Social Security, Old Age and Unemployment Insurance and other taxes included in Contractor's costs. Additional items considered as overhead are costs for insurance other than that set forth above, costs for additional bonds, superintendence costs, time keeping costs, clerical work, watchman costs, rental for use of small tools, general office expense and miscellaneous expenses agreed to by City and Contractor. The allowance for combined overhead and profit thus calculated shall be the only such allowance included in the total cost of the Work performed by the Contractor or its Subcontractors.

The Contractor, on behalf of itself and its Subcontractors, Sub-subcontractors, vendors and suppliers, represents that all allowable costs furnished by the Contractor to the City in response to any Change Order requested, shall be fair, reasonable, accurate, complete and current at the time of submission. In addition to any other rights and remedies provided to the City by the Agreement Documents, the City shall have the right to adjust the Contract Prices and Guaranteed Maximum Price to (1) exclude any amounts by which the City and the Contractor mutually determines one or more Change Orders was increased due to inaccurate, misleading or non-current allowable costs, including material or equipment costs, wage rates, payroll taxes, insurance rates, actual bond premiums or other factual unit costs, and (2) recover interest on all excess amounts paid to the Contractor at the rate of ten percent (10%) per annum. The Contractor and its Subcontractors shall be required to include these provisions in any subcontracts entered into for this project.

If any surety requires notice of any change or modification to the Agreement, the Contractor shall provide such notice and verify that all applicable bonds have been properly adjusted. A copy of each such notice shall be provided to City at the time of notice.

9.0 Change Documentation

Changes in the Work shall be performed under applicable provisions of the Agreement Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Directive or Change Order for the changed Work.

A Change Directive may be issued by the City to direct changes in the Work of a minor nature or more significant changes where the change is urgent and, in the City's opinion, there is not time for the Contractor to submit a proposal and for the City to consider and react to such proposal prior to implementation of the change. Urgent changes proposed by Change Directive may influence the GMP and shall be converted to a Change Order as required under this Agreement.

A Change Order documents agreed changes to the Work affecting the Agreement and shall be reviewed and approved by the City and executed by both parties in a proper manner.

10. Extra Work

Without invalidating any part of the Agreement, the City may order extra work or make changes at any time during the performance of the Work by altering, adding to or deducting from the Work, with the estimated quantities, Contract Times, Contract Prices and Guaranteed Maximum Price being adjusted accordingly, and the consent of any surety being first obtained where

necessary or desirable. Pricing for extra work shall be in accordance with the provisions of the Agreement.

The City may initiate a change in the Work by Change Directive. If the city initiates a change in the Work by Change Directive, the Contractor shall immediately comply with such instruction and shall submit any estimated impact on the Agreement of such instruction to City as soon as reasonably possible thereafter. Failure to submit such estimate within thirty (30) days following receipt of City's Change Directive shall be deemed to indicate that such instruction has no impact on the Agreement. In each case where Contractor has been issued an instruction and is entitled to a Change Order, the Contractor shall prepare a Change Order for execution by the parties.

11. Changes and Deviations from Specifications and Drawings

As a part of conducting the Work, Contractor will make changes or deviations from approved Specifications and Drawings subject to the Field Order process provided herein and shall be provided to the City prior to acceptance of Final Completion for a Network Area.

A Field Order may be directed verbally or in writing by either party. In the event that either party believes any such change has an impact on the Agreement, the Contractor shall, upon receiving such verbal direction, require that the City issue a written Change Directive with respect to such change. The parties shall thereafter follow the procedures applicable to Change Directives.

12. Differing Site Conditions

Should the Contractor encounter, or the City discover, during the progress of the Work, subsurface or latent conditions at the Site materially and significantly differing from those indicated in the Agreement Documents, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the type, nature and location included in the Agreement, the City shall be called immediately to such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions, and if the City finds that they do so materially and significantly differ, the Agreement shall be modified, with the written approval by the City, to provide for any increase or decrease of costs or difference in time resulting from such conditions using a Change Order Form. No changes in Work shall be made without prior written approval by the City.

Should the Contractor encounter underground obstructions, including rock formations in areas where such obstructions are not typically found while performing underground work including, but not limited to, boring, trenching, micro-trenching, and digging, the costs associated with working around these non-typical obstructions shall be differing Site condition costs and the Contract Price and Guaranteed Maximum Price shall be equitably adjusted at the differing Site condition unit prices as provided for each Network Area. Any quantities provided by the Contractor in estimating costs associated with rock are solely for budgeting purposes and shall not bind the Contractor.

However, the Contractor has bid this Agreement based on typical Lehi soil conditions and understands typical Lehi soil and other subsurface conditions including the presence of rock and other typical underground obstructions. Given the Contractor’s understanding of typical Lehi

subsurface conditions, including the presence of rock and other underground obstructions the City shall not be responsible for the failure of the Contractor to have performed the necessary due diligence in understanding the sub surface materials and shall not be required to pay differing Site condition unit prices for such underground Work. Nothing in this paragraph shall impact the Contractor's right to charge for rock cutting up to the quantities and prices established in each Network Area

In the event that the Contractor encounters fossils, artifacts, structures or other sections of antiquity that may be of geological or archeological interest, Contractor shall immediately stop Work and contact City for instructions. All such items discovered on the Site shall remain the property of City. In the event that Work is stopped under this paragraph, the Parties mutually agree to modify the GMP and Project Schedules to adjust for the discovery of fossils, artifacts, structures, or other section of antiquity that may be of geological or archeological interest.

13.0 Land and Rights-of-Way

The Contractor shall confine its construction operations within such rights-of-way and easements as are provided by City and shall use care in placing construction tools, equipment, excavation materials and supplies so as to cause the least possible damage to property and interference with traffic. The Contractor shall take every precaution to inconvenience as little as possible the private property owners or tenants of adjacent property. Public highways shall not be obstructed in such a way to cut off traffic unless expressly approved by the City and proper signage of any obstruction of any public road and highway shall be provided by the Contractor.

The Contractor shall ensure all vegetation (trees, shrubs, etc.) which would be an obstacle to the Contractor's construction efforts is removed by City in a timely manner. The Contractor shall provide prior written notice to the City of when and where any construction and trimming of such vegetation is required and City shall cause such obstacles to be removed in a timely manner. Following construction or installation operations, Contractor shall reinstate any disturbed ground conditions, improvements, fixtures and vegetation to as good or better a condition than prior to such operations.

14. Safety Obligations

The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating and supervising all portions of the Work under the Agreement. The Contractor shall conduct the Work in such manner as to protect the City and all other persons from accidents and injury, and in such a manner as to avoid damage to the Site, adjacent properties, or any improvements or personal property located thereon. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Contractor shall comply with all State and Federal OSHA, health environmental, and safety regulations, rules and laws. The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection,

including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities.

The Contractor shall examine the Site to its satisfaction prior to the commencement of any Work to become familiar with the condition of the Site to the extent necessary and appropriate to properly perform the Work. In this regard, the Contractor shall (i) inspect the Site in order to determine the nature, extent and location of any dangerous or unsafe conditions on and in the vicinity of the Site, and (ii) specifically instruct its employees regarding appropriate safety practices and procedures in connection with any dangerous or unsafe conditions that may be encountered.

The City makes no representations or warranties with respect to the condition of the Site, or for the accuracy or completeness of any information provided by the City with respect thereto. Any harm or injury to the Contractor, its employees, agents, Subcontractors, Sub-subcontractors or any other persons performing any portion of the Work under an agreement with the Contractor that is or may be attributable to the condition of the Site including, with limitation, the condition of improvements thereon, shall be the sole responsibility of, and at the sole risk of the Contractor.

The presence on the Site of persons representing the City shall not in any way be construed to limit the Contractor's full responsibility hereunder for safety of all persons and property at the Site. Liability of the Contractor for all damages to persons or public or private property arising from the Contractor's execution of the Work shall not be diminished because of any inspection, testing or observation of the Work by agents of the City.

The Contractor shall provide the City with a copy of its safety program and procedures prior to commencement of work.

The Contractor shall provide to the City with each delivery, material safety data sheets which are applicable to any hazardous substances defined as such under federal or state law. Failure of the Contractor to furnish this documentation shall be cause to reject any materials and equipment related thereto.

The Contractor shall not allow any untrained or uncertified employees or agents to work in areas not permitted by the National Electric Code or any other areas prohibited by any applicable federal, state or local health or safety code. Where certifications are required, necessary and/or appropriate, all Subcontractors and Sub-subcontractors, their employees and/or agents shall have current certifications to work on the applicable job for which they are hired, shall not undertake any work outside their scope of employment for which they have not been certified, and shall provide and keep copies of their current certification on file with the Contractor.

15.0 Environmental, Health and Safety

The Contractor shall perform all necessary action at all times during the construction period to ensure the protection of all persons performing Work on the Project, the general public and the environment. In emergencies affecting the safety of persons, the work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the City, shall

act to prevent threatened damage, injury or loss. The Contractor shall make prompt written notice to the City of any changes in the work or deviations from the Agreement Documents caused thereby.

Safety and health facilities and procedures shall be in accordance with the requirements of the National Occupational Safety and Health Act of l970, as amended. The Contractor shall comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the National Occupational Safety and Health Act of 1970, as amended (P. L. 9l-596), and under Section 107 of the Contract Work Hours and Safety Standard Act (P. L. 9l-54). All Work shall conform to the requirements of the National Electric Code and the National Electric Safety Code and any applicable standards and rules.

All construction debris and construction waste shall be properly stored and disposed in accordance with applicable Federal, State and Local regulations/ordinances.

In the event that the Contractor encounters any hazardous materials in carrying out the Work that, in the absence of reasonable precautions in carrying out the Work would threaten the health or safety of the Project personnel or the public, the Contractor shall immediately stop Work in the affected area, notify the City and comply with City's directions in connection with such hazardous materials.

The Contractor shall designate a qualified and experienced safety representative to oversee the Work whose duties and responsibilities shall be the prevention of accidents and maintaining safety programs. The Contractor shall prepare an emergency plan for the protection of persons and employees in case of an accident.

16.0 Competent Labor

The Contractor shall only employ competent and skilled personnel to perform the Work. The Contractor shall at all times have a Project manager identified by the Contractor in writing who is satisfactory to the City and who is capable of acting as the Contractor's agent on this Work. This Project manager shall receive instructions from the City or its authorized representative. The Project manager shall have full authority to execute the orders and directions of the City without unreasonable delay, and to promptly supply materials, machinery, tools, plant equipment, and labor as may be required. The Contractor’s Project manager will not have authority to modify this Agreement or execute mutually agreed Change Orders between the parties. The Contractor shall upon demand by the City, immediately remove that Project manager, superintendent, foreman, and/or workman whom the City may consider to be incompetent or undesirable, or both. The Project manager shall not be removed from the Project or his participation diminished without prior notification to the City.

The Contractor or its employees and subcontractors shall not perform any work in any electrical equipment, conduits or material or within the approach distance by regulation without prior certification and training and authorization by the City. Proof of certified workers shall be provided to the City prior to approval.

17.0 Pre-Construction Meeting

Upon the Effective Date of the Agreement, a pre-construction meeting shall be scheduled by the City. At this pre-construction meeting, the Contractor shall prepare a list of all required documentation from the Contractor and submit these documents for the City's review and approval. At the pre-construction meeting, all specific administrative, technical and logistical issues associated with the Project shall be discussed and resolved to the City's satisfaction.

18.0 Progress Meetings and Reports

Following Notice to Proceed, at least weekly, regular progress meetings shall occur between the City's project manager and the Contractor's project manager to routinely assess progress and proactively resolve issues until the Project is complete to the satisfaction of the City. The Contractor shall minute the activities of the meetings and note resolutions to problems and keep an accurate written record of the weekly meetings and provide a copy to the City within seven (7) days of the meeting date. The Contractor shall provide an oral and written report to the City's designated administrative board and to other governing boards and agencies as needed and within reason.

19.0 Inspections

19.1 The Contractor shall furnish the City with reasonable opportunity for ascertaining whether or not the Work performed and materials used are in accordance with the requirements and intent of the Specifications and Drawings. Failure by the City to reject defective Work and materials shall neither prevent later rejection when those defects are discovered, nor obligate the City to accept defective Work. The representatives of all state, local, and federal regulatory agencies shall have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

19.2 The Contractor shall be obligated to uncover completed Work for inspection at the direction of the City. If such Work conforms to the Agreement, the City shall be obligated to pay for the cost of uncovering and re-covering. If the Work fails to conform to the Agreement, the Contractor shall be obligated to correct the Work and pay for the costs of uncovering and re-covering.

19.3 The City may, in its sole discretion, establish points at which the Work must not proceed until the City has inspected the Work ("inspection hold points"), which inspection hold points shall be incorporated into the Project Schedule. Contractor shall give the City at least two (2) days prior notice of the occurrence of any inspection hold point. In the event that the Contractor proceeds with Work subject to an inspection hold point without notice to City, Contractor shall be responsible for the costs of any subsequent uncovering/re-covering for inspection, without regard to whether any defect in the Work is found.

20.0 Roads, Streets, Driveways and Walks

All driveways, roads, streets, and walks shall be maintained in good condition at all times. If damage occurs, repairs shall be performed without unreasonable delay. Cleaning, either by washing or sweeping or combination thereof, shall be employed at whatever frequency necessary to keep driveways, roads, streets and walks clean of mud, dirt and other construction debris. The

Contractor shall restore the Sites and Work areas to near-original condition and to the satisfaction of the relevant landowner in a timely manner.

21.0 Flagging/Signage/Protective Works

In compliance with applicable safety and government codes, the Contractor shall furnish and install all necessary temporary works for the protection of the Work and the general public including trained flagmen, warning signs, barricades, and lights at night and during bad weather. The Contractor shall provide signage at all times at the location of Work.

22.0 Existing Utility Protection

The Work may be in conflict with existing water and City's utilities and other utility services. The Contractor shall therefore be responsible for proper notification to the Blue Stakes (underground utilities locating service) prior to any excavation and maintaining a copy of the excavation permit associated with each particular excavation such that it is readily available for review/inspection at the job Site.

Any damage done to existing, properly located utility lines, drains, power and telephone cable, poles, and structures of every nature, not indicated to be replaced and/or abandoned shall be repaired or replaced by the Contractor. Where required, the Contractor shall locate, excavate and expose all existing underground lines in advance of trenching and other construction operations. Where underground utilities or obstructions are encountered which conflict with the Work, the location and/or alignment of the new or existing lines may be changed to avoid interference upon written approval of the City.

Contractor shall indemnify the City from any and all claims brought by third parties for damage done to non-City utilities that are attributable to the negligence of Contractor.

23.0 Interruption of Service

All Work shall be performed in such a manner so as to minimize service interruptions to the City's customers. The Contractor shall coordinate all utility work through the City and all service interruptions shall be reviewed and planned in advance with the City. As a general rule, no planned service interruption shall occur without the City being able to provide a minimum two (2) day advance notice to customers as to the date, time and expected duration of any outage.

24.0 As-Built Drawings

The Contractor shall provide to the City a complete set of As-Built Drawings for the Work performed. The As-Built Drawings shall be maintained on Site and revised on an ongoing basis throughout the Project. The As-Built Drawings shall comply with all of the following requirements:

A. Depict graphically the location of all fiber and equipment installed by the Contractor.

B. Note any and all other non-standard construction features.

C. Be corrected and revised after needed corrections are noted by the City and meet all requirements as specified in the Agreement.

Following incorporation of as-built changes into electronic drawing format, all As-Built Documents shall be delivered to the City in an agreed upon format using the latest technology for GIS for review and acceptance within 30 days of Final Completion of the Network Area. As-Builts shall be produced and submitted in accordance with industry standards and signed by the Contractor to certify that they show complete and known conditions, stating dimensions, sizes, kinds of materials, and similar matters (including, but not limited to, piping and conduit locations, splice locations, splicing diagrams, storage loops, fiber counts, termination points, etc.). The Contractor shall be held responsible for all damages arising directly or indirectly out of the Contractor's failure to maintain and provide to the City complete and accurate As-Built Drawings that conform to industry standards and other documents and information.

25.0 Notice to Proceed

The City may issue a Notice to Proceed at any time following the Effective Date of the Agreement. The parties agree that if the Notice to Proceed is not issued to the Contractor within forty-five (45) days after the Effective Date of the Construction Agreement, the Contractor may be entitled to reasonable and defendable cost adjustments to the Agreement Documents. Additionally, the City agrees that if the Notice to Proceed is not issued within ninety (90) days following the execution of the Agreement by the parties, the City will pay Contractor actual costs to compensate Contractor for its performed engineering and City owned duct proofing work.

26.0 Contract Times

The Contractor shall comply with specified Scope of Work and its requirements and intermediary completion dates as specified in the Project Schedule for each Network Area to be completed as part of the overall Network Project. Time is of the essence in the achievement of Final Completion for each Network Area. Work shall begin on the agreed date specified in the Notice to Proceed. The Contractor shall deploy labor, materials and equipment such that Work is prosecuted regularly, diligently, and uninterruptedly at a rate of progress that shall ensure meeting all dates established for Final Completion of each Network Area in the Project Schedule.

The last Network Area shall achieve Final Completion within 1,095 calendar days after the written Notice to Proceed is issued by the City. The parties shall have the option of extending the Contract Times in writing for periods mutually agreed to. Time is of the essence for the Work and liquidated damages are provided for in Section 44.0 of this Agreement. Failure to maintain the Project Schedule may result in a breach of Agreement as determined by the City.

27.0 Project Schedule

The construction of the Project shall be planned and recorded utilizing tracking and scheduling approved by the City. It shall be used for coordination, monitoring, and verification of payment

of all Work including all activities of the Contractor, Subcontractors, Sub-subcontractors, vendors, and suppliers.

A scheduling meeting shall be held after the pre-construction meeting and prior to issuance of Notice to Proceed. The purpose of this meeting shall be to address any questions the Contractor may have concerning the schedule requirements.

Within thirty (30) days of the Notice to Proceed date, the Contractor shall submit to the City a Project Schedule consistent with the schedule submitted in the Contractor's Proposal. The Project Schedule shall delineate and indicate the following for at least each Network Area:

Beginning and end date duration in workdays for each activity. (Activities in occupied areas and activities requiring premium time labor rates shall be differentiated from each other and from the balance of project activities.)

Beginning and final completion date and total duration in calendar days for each area or portion thereof.

Significant milestones included in the Agreement Documents.

Specific location of each work activity per the phasing drawings(s) or alternative location drawings approved by the City.

Specific phase of the work (as defined by the City, if applicable) using activity codes approved by the City.

Detailed schedule of all "utility interruptions" which would impact utility services to residents and commercial businesses.

Sequence and interdependence of all activities required for complete performance of all items of work under this Agreement, with special designations for critical path items.

All network restraints (restraining ties between activities which restrict the start or finish of another activity).

Submittal activities (including shop drawings, product data and samples) by the Contractor, and reviews and approvals. Activities describing re-submittals and approvals shall be clearly identified and reported as required.

All the relationships to work of other Contractors or to the operation of the City of Lehi that affect the work to be performed under this Agreement. The Contractor is required to identify and separately code all schedule activities that may be affected by work in areas of shared access.

Holidays, weekends, and any other list of work activities which must be performed during restricted or special working hours.

All critical activities (longest path) report sorted by total float, then early start.

Time scale bar chart based on early schedule dates to include activity number, activity description and remaining duration.

All inspection hold points designated by City.

The anticipated amount of each monthly payment that will become due to the Contractor provided the Work is completed in accordance with the Project Schedule and subject to the payment provisions of the Agreement.
The precedence diagram shall show the sequence and interdependence of all activities required for complete performance of all items of work under this contract, including shop drawing submittals and approvals and fabrication and delivery activities.

Long-term construction activities shall be broken down into recognizable smaller activities so that no activity shall be longer than twenty (20) workdays.

Total float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the Schedule. Float is not for the exclusive use or benefit of either the City or the Contractor.

The City reserves the right to selectively limit the number of activities in the schedule.

The Project Schedule shall be sufficiently detailed to track the progress of each activity and the project as a whole, on a daily basis. The activities shall be clearly described so that the work is readily identifiable. The progress of each activity is to be reasonable and based on the amount of labor, materials, and equipment involved.

The City shall review the Project Schedule for compliance with the Agreement requirements as to staging, phasing, and the time of completion. Such review and acceptance of the Schedule does not imply the City's endorsement and/or responsibility for each and every activity duration or sequence of activities. If the Project Schedule is not accepted by the City, the Contractor shall revise the Project Schedule in accordance with the City's comments, and resubmit for the City's acceptance within seven calendar days of the receipt of the City's comments.

The Project Schedule is subject to review and approval by the City prior to payment for any design work and prior to Contractor commencing any construction of the Project. The Contractor shall submit an updated Project Schedule showing actual progress at each scheduled progress meeting such that progress can be routinely monitored and tracked, provided that other than updating to show actual progress, no change in the approved Project Schedule shall be made without the approval of the City.

It is the sole responsibility of the Contractor to bring to force enough personnel, skilled labor, crews and equipment to meet the Project Schedule and respond to any delays or backlog requirements of the Project Schedule. The Contractor shall keep the City advised as to the number of employees performing the Work and location on a weekly basis according to the Project Schedule. All of the Contractor's employees shall have proper identification and identification on vehicles and equipment used in the Work.

The Contractor's and/or Subcontractors' and Sub-subcontractors' timely execution or performance of all construction related activities shall be in strict compliance with the approved Project Schedule. Means and methods of construction in accordance with the Agreement Documents shall remain the sole responsibility of the Contractor.

The Contractor shall provide the original Project Schedule and each update thereafter in a format that is agreed to by the parties. All costs and time associated with the preparation and distribution of schedules, reports, sorts, and other supportive information required by this section for the entire Project shall be deemed incidental to and included in the Contract Price.

28.0 Project Schedule Update

The Project Schedule shall track and reflect actual progress. All other changes, including but not limited to, the following shall be considered revisions:

Adding and/or deleting activity relationships

Adding and/or deleting activities

Changes to original durations

Changes to Contract Milestone dates

Performance of work out of sequence

The Project Schedule may be revised from time to time as conditions may require, and as approved by the City. However, nothing in this section shall be construed to authorize or approve any extension of time or increase the Contract Price. It being expressly understood and agreed that time extensions or increases in Contract Price, if any, may only be granted in accordance with the applicable requirements of the Agreement Documents.

The Contractor may make only those revisions to the Project Schedule as are accepted in advance by the City. In the event of a revision, the Contractor shall make certain that not more than one activity shall have the same activity identification number.

Changes to the Agreement by Change Order are to be included in the Project Schedule prior to commencement of Change Order Work. The new activities and logic are to be reviewed and accepted by the City prior to being incorporated into the accepted Project Schedule.

There shall be regular project scheduling coordination meetings, which shall be a part of the weekly construction coordination meetings. The first such coordination meeting shall be two weeks after the date of Notice to Proceed and each subsequent coordination meeting shall be every week thereafter. Unless otherwise directed by the City, the coordination meetings shall be held at the Site or through a cloud-based meeting application software program (e.g., Zoom or Teams meeting) and shall be attended by the Contractor. The Contractor shall be represented at each coordination meeting by the Project Manager designated in Section 16.0

29.0 Project Schedule Recovery

Whenever the Contractor's progress is not commensurate with the Project Schedule, and the Contractor is not entitled to a time extension, the Contractor shall submit a plan for bringing the work into conformity with the accepted Project Schedule.

The Contractor shall submit with the next application for Payment after the problem/delay is identified, a written recovery statement to the City, describing the cause for the slippage and the actions planned by the Contractor to recover the Project Schedule within the shortest reasonable time.

Appropriate recovery actions may include, but not be limited to, assignment of additional labor,

Subcontractors or equipment, shift or overtime work, expediting of submittals or deliveries, or any combination of them.

Failure or refusal by the Contractor to submit a plan or implement the approved plan for bringing the work back into conformity with the accepted schedule may result in termination of this Agreement by the City.

30.0 Rejection of Work and Materials

All materials furnished or Work done which is not in accordance with the Specifications and Drawings shall be rejected. Such materials or Work, which have been rejected, shall be immediately removed. Work shall then be done, and materials furnished in accordance with the Specifications and Drawings.

31.0 Acceptance of Work

The Work will be completed and accepted by Network Areas.

31.1 Final Completion

Before Final Completion of the Work for any Network Area, the following requirements shall be complied with:

A. Inspection. Upon written notice from the Contractor that Work for any Network Area is ready for inspection for Final Completion, the City shall make an inspection of the Work, and shall notify the Contractor of instances where the Work fails to comply with the Agreement Documents, Specifications, and Drawings via creation and distribution of a Punch List of Work remaining to be completed and/or deficiencies requiring remedy.

B. Operating Tests. After all construction Work is completed for a Network Area and the Network Area is ready for operation and test, the Contractor shall conduct a system test for the Network Area. All equipment shall be operated continuously where practical and on a non-continuous basis where practical. Defects in equipment operation shall be noted and promptly repaired by the Contractor. All Work found to be defective by City shall be repaired or replaced. Following any

rectification of Work, equipment or materials, system tests shall be repeated for each Network Area until successfully completed.

C. Punch List Clearance. Prior to Final Completion for each Network Area, the Contractor shall immediately make such corrections as are necessary to make the Work comply with the Agreement Documents, Specifications and Drawings to the satisfaction of the City, including, but not limited to, the clearing of all Punch List items.

D. Liens. Final Acceptance of the Work for each Network Area shall not be granted until the Contractor has furnished the City proper and satisfactory evidence under oath that all claims for labor and materials employed or used in the construction of the Work under the Agreement have been settled, and that no legal claims can be filed against the City for such labor or materials. Unless otherwise approved in writing by City, such evidence shall be in the form of a "release of claim" in a format approved by both parties.

E. Submittals. The Contractor shall provide the City with any final data and reports required and contained within the Agreement Documents.

Contractor shall prepare and present and City shall execute a Certificate of Final Completion for each Network Area upon Final Completion of the Work for such Network Area. Within 30 days of the date of City's acceptance of the Certificate of Final Completion, Contractor will submit final As-Builts for that Network Area. Within 5 days of City's acceptance of the final As-Builts for that Network Area, City shall pay Contractor the Retainage for that Network Area.

32.0 Representations of the Contractor

In order to induce the City to enter into this Agreement, the Contractor makes the following representations:

A. The Contractor is duly organized, in good standing and authorized to conduct business in Utah and at any other location where Work will be carried out.

B. There is no pending legal action against Contractor that would materially adversely affect Contractor's ability to conduct business or perform its obligations under the Agreement.

C. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the City's RFP.

D. The Contractor has visited the Site and is familiar with and satisfied as to the general, local, and Site conditions that may affect the cost, progress and performance of the Work.

E. The Contractor is familiar with and satisfied as to all federal, state and local laws and regulations that may affect the cost, progress and performance of the Work.

F. The Contractor has carefully studied all of the subsurface conditions, physical conditions, structures, hazardous conditions, weather conditions, seasonal frost conditions, etc. as it relates to any aspects of the means, techniques, sequences, safety precautions, programs, and procedures of construction that may affect the cost, progress and performance of the Work.

G. The Contractor is aware of the general nature of the Work and does not consider that any further investigations, examinations, and studies are necessary for the performance of the Work at the Contract Price and within the Contract Time.

33. Mutual Representations and Warranties

A. General Warranties. Each party has, with respect to this Agreement, (a) the power and authority to enter into the Agreement and such entry into the Agreement is not a violation of any law, order, injunction or other legal restriction imposed on either party (b) taken all corporate action necessary for the authorization, execution, and delivery of this Agreement to make this Agreement legal, valid, and binding; and (c) has no agreement or understanding with a third party that interferes with its performance of the Party's obligations under this Agreement.

34. Contractor Warranty

The Contractor guarantees and warrants to the City all Work as follows:

A. That all materials and equipment furnished under this Agreement will be new, unless otherwise specified.

B. That all Work will be performed in a workman like manner in accordance with industry standards.

C. That all applicable Work shall be entirely performed per manufacturer specifications and in accordance with all applicable industry standards, customs, and practices.

D. That the Work, including, but not limited to, mechanical and electrical equipment and devices shall be fit and fully usable for their intended and specified purpose and shall operate satisfactorily with ordinary care.

E. That the Work will conform to the requirements of the Agreement, will be new and will be free from defects in materials and workmanship for a period of no less than the manufacturer's warranty or one (1) year whichever is greater, with the warranty commencing upon City's approval.

The Contractor shall not be responsible for defects caused by the negligence of the City, or the City's other contractors, or failures or defects arising in materials and equipment supplied by City unless such failure or defects arise from a cause for which the Contractor is responsible, nor

for acts of God, civil disobedience, vandalism, and other acts by others outside the control of the Contractor.

In the event that City discovers a defect covered by this warranty, the City shall notify the Contractor in writing. The Contractor shall thereafter expeditiously repair or replace such defect. In the event that Contractor fails to commence and continuously pursue such repair or replacement within seven (7) days following notification, City shall be entitled, but not obligated, to terminate Contractor's right to repair or replace such defect and to repair or replace such defect on its own or by engaging third parties, all at the cost and expense of Contractor.

35. Authority and Duties of the City

35.1 The City shall be responsible for all costs and fees associated with securing of right-of-way easements, railroad crossings, and other property and access rights required to complete the Work. The City shall provide such access to the City-provided facilities and properties (such as poles, fixtures, rights-of-way) as is required for the Contractor’s completion of the Work. The City shall furnish all land and rights-of-way necessary for the carrying out of the Work except for the fiber optic drop on private property and into the house or business. In the case of private property issues for fiber optic drop, the Contractor shall make contact with the private property owner and make reasonable effort to obtain written authorization for Work on the private property. A copy of the written authorization shall be provided to the City. Written authorization in electronic format is considered sufficient. The Contractor shall not be responsible for resolving private property disputes between the City and the private property owner and for obtaining and filing legal easements. Contractor's right of access to land and rights-of-way may not be exclusive.

35.2 The City shall pay the Contractor in accordance with the provisions of the Agreement.

35.3 The City shall conduct a monthly progress meeting attended by representatives of the Contractor and others as deemed necessary. The focus of the meeting is to assess Project status and develop solutions to items hindering progress. The attendees shall review:

Progress during the period;

Progress schedule during the next period, as forecasted and as originally planned;

Anticipated problems and proposed solutions;

Discussion of logic revisions made to the schedule;

Analysis and discussion of alternative methods to mitigate accumulated delays;

35.4 The City shall assist the Contractor in obtaining any necessary permits from Lehi City.

35.5 The City shall perform any aerial electric system make-ready work for clearance purposes as deemed necessary for the Project, including replacement of any damaged poles prior to the attachment of the new network.

35.6 The City shall perform any make-ready work for the underground that is deemed by the City not to be a part of the Work including. The City shall be responsible for timely responding to all "locate" requests related to the network pursuant to and in compliance with, the Damage to Underground Utility Facilities Act, Utah Code 54-8a-1 et. seq.

35.7 The City shall designate a project manager to represent the City and be the liaison between the Contractor and the City and to handle all matters related to the Agreement including cost issues, questions, requests for clarification, and change orders.

35.8 The City shall review all proposed Specifications and Drawings within a reasonable period and provide data, information and approvals as appropriate. The Project Schedule shall nominally allow a period of fifteen (15) working days for such review and approval process, provided that, if submittals are extensive or voluminous at any particular point in time, sufficient time shall be allowed for the City to conduct a proper and orderly review of the submittals.

35.9 The City and its representatives and inspectors shall be authorized to inspect all work done and all materials furnished by the Contractor. The City shall inform the Contractor of any failures of the Work and/or materials to conform to the Drawings and Specifications. The presence of the City shall in no way lessen the responsibility of the Contractor. The City's failure to notify the Contractor of failures of the Work and/or materials to conform to the Drawings and Specifications shall not relieve the Contractor of any liability for faulty Work and/or materials provided by the Contractor. The City shall not hinder the progress of the Work without reasonable cause due to safety or hazards or poor workmanship.

35.10 The City shall review change proposals and Claims from Contractor and issue appropriate Change Orders in accordance with the provisions of the Agreement.

35.11 The City shall accept the completed Work in accordance with the completion and acceptance provisions of the Agreement. The City shall not have beneficial use (excluding use for testing and inspection) prior to completion of the Work or any portion of the Work, including inspection and acceptance by the City, of all Work installed and furnished under this Agreement, unless agreed to in writing by the Contractor.

35.12 The City shall locate and mark all Project infrastructure locates as it is completed and GIS, as-builts, and appropriate invoices have been provided to the City.

35.13 The City shall enforce City rights for previously obtained easements and rights-of-way.

35.14 The City shall furnish utility and topographic mapping and surveys.

35.15 The City shall enter into or provide agreements with other entities (developers, business parks, etc.) that may be relevant to the design and construction of the network.

35.16 The City shall assist Contractor in determining locations of Home Owner Associations (HOA) within City limits and negotiate and furnish easements and rights-of-ways for these entities.

35.17 The City shall furnish forecasted developments that are expected to take place during the Project timeline and review, enforce, and enact City codes or ordinances that define utility requirements for developers that include Project infrastructure plans.

35.18 The City shall furnish real property, easements, leases, etc., for necessary Project shelters and cabinets.

35.19 The City shall furnish secondary staging for equipment and materials necessary to perform the Work and complete the Project.

35.20 The City shall furnish a location(s) to dispose spoils from trenching and micro-trenching Work.

35.21 The City shall furnish stormwater pollution prevention plan (SWPPP) requirements that could impact the Project.

35.22 The City shall perform or furnish environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project site(s) and adjacent areas.

36.0 City's Representatives and Inspectors

The City may appoint representatives and inspectors in connection with the Work. Such representatives and inspectors shall have authority to act on behalf of the City, provided that, unless expressly authorized in writing by the City, no such representative or inspector shall have the authority to:

- modify the terms or conditions of the Agreement, including but not limited to the Contract Prices and Contract Times; or
- relieve the Contractor of any of its duties, obligations or responsibilities under the Agreement.

37.0 Inspection of Work and Accounting Records

The City shall be afforded access to examine or audit the Contractor's books, records, documents, or other data (regardless of form), including records and data related to billing as provided by law. The City shall have access to on-Site Project Manager's daily production/progress data and access to the Work Site(s) for the purpose of determining progress of the Work. The Contractor shall preserve all such documents for a period of three (3) years after final payment by the City. At the end of three years, or at any time thereafter upon Contractor's decision to destroy the records described in this section, Contractor shall notify City prior to destroying the records and give City the option of retaining the records for its own use.

38.0 Labor and Materials

Unless otherwise provided in the Agreement Documents, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, and other facilities and services necessary or proper for, or incidental to the execution and completion of the Work required by and in accordance with the Agreement Documents and any applicable code or statute.

It is anticipated that proper coordination between the Contractor and City regarding the purchasing of materials for the Project will be done through the City's project manager in order to obtain necessary materials to complete the Project.

39.0 Taxes

The Contractor shall pay all applicable Federal, State, and local taxes and duties for the Work provided by the Contractor that are legally enacted at the time the Agreement is executed.

40.0 Permits and Fees

The Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the proper execution and completion of the Work. The City shall assist contractor, when necessary, in obtaining such permits and licenses. The City shall grant all City permits that are necessary for the completion of the Work, including access to the public utility easement and City rights-of way for public or private property. City permits must be granted no later than 7 days from the date of submission.

41.0 Bonds and Other Performance Security

Within ten (10) days following the Notice to Proceed and before commencing the Work, Contractor shall provide a Payment and Performance Bond in an amount equal to 100% of the Contract Price and in form and substance satisfactory to the City.

42.0 Delay, Termination and Default

Subject to the provisions of this Section, the City, upon written notice, may terminate this Agreement, or any part hereof, as a result of the Contractor's failure to render to the reasonable satisfaction of City, the Work, including progress of the Work and such termination shall not be deemed a breach by City. The Contractor shall not be entitled, nor shall City give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Agreement, or any part hereof, by City for cause.

In the event the Contractor shall materially violate any of the provisions of this Agreement, or the quality or quantity of the Work performed is, in reasonable judgment, substandard and/or unsatisfactory for any reason, the City shall have the right to terminate this Agreement subject to the Master Service Agreement Section 9 Dispute Resolution. Contractor shall be given sufficient written notice of default by the City of work or conditions deemed unacceptable to the City and shall be given a 30-day cure period from receipt of a notice of default to remedy or cure the unacceptable conditions. If within the cure period Contractor fails to implement remedies acceptable to the City, the City may issue a written termination notice at any time thereafter.

The City shall, as soon as reasonably possible after such termination, make a determination as to the compensation due to Contractor for Work properly performed prior to such termination and advise the Contractor of such amount. The City shall not, however, be liable to make any further payment to Contractor following such termination until the final costs of completion of the Work are determined by City. The City shall be entitled to recover from the Contractor any additional costs of completion of the Work, including but not limited to completion of Work, rectification of defects in the Work, damages for delay and all other costs of the City to complete the Work that, in the aggregate, exceed the Guaranteed Maximum Price. In the event such total costs at completion are less than the Guaranteed Maximum Price, the City shall pay the Contractor such amounts due to the Contractor for Work performed that do not exceed the Guaranteed Maximum Price.

In the event of a termination for default, the City shall be entitled, but not obligated, to require that Contractor assign the contracts of any Subcontractors to City and the Contractor shall ensure that such Subcontracts permit such assignment.

43.0 Right of City to Suspend Performance and Terminate the Agreement for Convenience

The City may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work of this Agreement for the period of time that the City determines appropriate for the convenience of the City; however, upon such termination for convenience, Contractor shall be entitled to payment as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the Agreement and approved by City; (3) any costs incurred by Contractor for breaking arrangements with other parties in relation to termination of Agreement; (4) the cost of demobilization born by Contractor; (5) plus an additional fifteen percent (15%) of the Cost of Work referred to in items (1) and (2) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

The City, upon written notice, may abandon or terminate this Agreement or any part hereof, and such action shall in no event be deemed a breach of this Agreement. Such termination may come about for the sole convenience of City. Upon receipt of written notification from City that this Agreement, or any part hereof, is to be terminated, the Contractor shall immediately cease operation of the Work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the provisions of this Agreement that may be in its possession or custody, and shall transmit the same to City on or before the fifteenth day following the receipt of the above-written notice of termination, together with its evaluation of the cost of the Work performed. The Contractor shall be entitled to just and equitable payment in accordance with this Contract for any uncompensated Work satisfactorily performed prior to such notice.

In the event of a termination for convenience, the City shall be entitled, but not obligated, to require that Contractor assign the contracts of any Subcontractors to City and the Contractor shall ensure that such Subcontracts permit such assignment.

44.0 Liquidated Damages

The Contractor agrees to deliver the Work in accordance with the requirements of the Agreement. Failure to deliver and install in accordance with the Project Schedule constitutes an event of default. The actual damages to the City for delay in completion may be difficult or impossible to determine.

Therefore, in lieu of actual damages, the Contractor shall pay to the City, liquidated damages for each calendar day of delay in achieving Final Completion for the Project, in an amount of $1000.00 per day. The final costs for damages shall be deducted from the Contract Prices.

Should the Contractor be unable to achieve Final Completion of the Project within ninety (90) days following the date established for such Final Completion in the Project Schedule, the City, at its option, may treat the contract as breached and terminate the Agreement in accordance with the provisions of Section 42.0 herein (except that there shall be no cure period allowed to Contractor in the event of a termination under this provision), and seek such additional relief as provided by law.

45.0 Subcontractors

The City acknowledges that the Contractor may use subcontractors to perform portions of the Work. The Contractor shall notify and seek the approval of the City prior to the appointment of any Subcontractor, to be assigned duties and responsibilities in performing the Work. The City reserves the right to investigate any Subcontractor, request for more information and make a determination as to their abilities and skills. In the event the City rejects any Subcontractors of the Contractor, the Contractor shall be given sufficient time to replace the Subcontractor without any increase in price or delay to the Project. The City encourages the Contractor to select local qualified and experienced Subcontractors. The Contractor shall be responsible for observance of all the provisions of the Agreement by all Subcontractors and Sub-subcontractors. The Contractor shall insert appropriate clauses into all subcontracts to bind subcontractors to the terms of this Agreement insofar as they are applicable to the work of the subcontractors.

46.0 Entire Agreement

This Construction Agreement, along with its exhibits and attachments, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. This Construction Agreement supersedes all prior proposals or agreements relating to the subject matter of this Construction Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original Agreement.

Dated this _____ day of _____, 2022

City:
CITY OF LEHI, UTAH

By: _____
Name: Mark Johnson
Title: Mayor

Attest: _____
Name:
(Corporate Seal) Title:

Dated this _____ day of _____, 2022

Contractor:
UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS, L.L.C. DBA STRATA NETWORKS

By: _____
Name: Bruce H. Todd
Title: CEO/General Manager

Attest: _____
Name:
(Corporate Seal) Title:

Exhibit A

SCOPE OF WORK OR WORK

Exhibit B

CITY'S RFP DATED AUGUST 17, 2021

Exhibit C

CONTRACTOR’S PROPOSAL AND ALL SUPPLEMENTAL MATERIALS

Exhibit D

NOTICE TO PROCEED FORM

(Insert Date)

OWNER:
Lehi City
153 North 100 East
Providence, UT 84043

CONTRACTOR:
STRATA Networks
211 E. 200 N.
Roosevelt, UT 84066

Re: Notice to Proceed for the Design and Construction of Owner's Fiber Optic Network

Contractor is hereby given Notice to Proceed and is authorized to proceed with the Work, as that term is defined in the Construction Agreement effective for the open fiber optic communications network for use by retail service providers to provide retail broadband service to the businesses and residents of Lehi City (the "Project"). For this Work, Contractor is not to exceed $(insert amount) subject to any additions or deletions as provided under the Design and Construction Agreement dated (Insert Date) ("Agreement").

Contractor shall submit invoices to the City as provided under the Construction Agreement for the Work following the date of this Notice to Proceed. The City shall pay invoices within 30 days after receipt of invoice. Contractor shall substantially complete the Project no later than 1095 calendar days after the date of this Notice to Proceed. Final Completion of the Project shall be achieved as expeditiously as reasonably practicable. Contractor and City mutually agree that time is of the essence with respect to the dates and times set forth in the Agreement.

Mark Johnson
Mayor
Owner: Lehi City

_____

Signature & Date

Bruce H. Todd
CEO / General Manager
Contractor: Uintah Basin Electronic Telecommunications, LLC dba STRATA Networks

_____

Signature & Date

Exhibit E

APPROVED DRAWINGS AND SPECIFICATIONS

The Contractor shall provide to the City a complete set of As-Built Drawings for the Work performed which shall be approved by the City and incorporated in the Agreement as Exhibit E in an electronic format using the latest GIS mapping technology. The As-Built Drawings shall be maintained on Site and electronically provided to the City and revised on an ongoing basis throughout the Project. The As-Built Drawings shall comply with all of the following requirements:

A. Depict graphically the location of all fiber and equipment installed by the Contractor. Approved As-Builts shall be produced and submitted in accordance with industry standards and signed by the Contractor to certify that they show complete and known conditions, stating dimensions, sizes, kinds of materials, and similar matters (including, but not limited to, piping and conduit locations, splice locations, splicing diagrams, storage loops, fiber counts, termination points, etc.).

B. Note any and all other non-standard construction features.

C. Be corrected and revised after needed corrections are noted by the City and meet all requirements as specified in the Contract.

Exhibit F

PERFORMANCE AND PAYMEND BOND FORM

Exhibit G

PROJECT SCHEDULE

STRATA Networks will begin design of the network immediately following the execution of an agreement to construct. Actual construction may start within 2-4 months of agreement execution. STRATA plans for a three-year construction period from the date it receives the Notice to Proceed from the City. It should be noted that material lead times are currently difficult to predict. STRATA will coordinate and communicate closely with the City regarding material lead times and construction will begin as soon as materials are available. The following table provides a proposed timeline for the project with estimated start and end dates for each key aspect of the project.

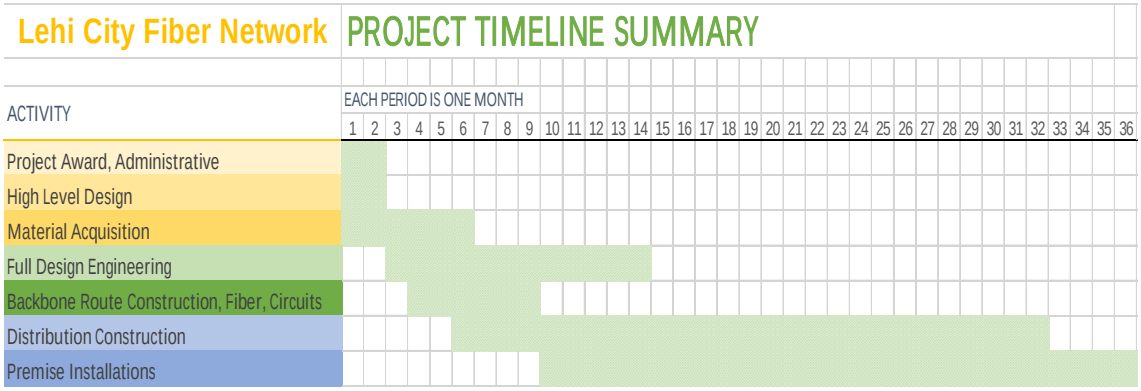


Exhibit H

LETTER OF CERTIFICATION AND NOTICE OF NO EXISTING OR UNRESOLVED CLAIMS FOR COMPLETED NETWORK AREAS

INTENTIONALLY BLANK

M Jason McKee

STRATA Networks
211 E 200 N
Roosevelt UT 84066
(435)622-5247, jmckee@stratanetworks.com

[Date]

[Contact Name]
Lehi City
153 North 100 East
Lehi UT 84043
[contact phone], [contact email]

Re: Letter and of certification and notice of no existing or unresolved claims for completed Network Area [area #]

Dear [contact name],

STRATA Networks (Contractor) hereby certifies that [except as indicated on the attached documents], there are no written claims of subcontractors, sub-subcontractors, vendors, or suppliers submitted to the STRATA Networks as of the date of this application for payment that have not been completely resolved, that STRATA Networks has no knowledge of any unresolved claims by subcontractors, sub-subcontractors, vendors, or suppliers with respect to the Work for completed Network Area [area number], that all due and payable bills with respect to the Work for completed Network Area [area number] have been paid to date or shall be paid from the proceeds of this application for payment, and that there is no known basis for the filing of any claim on the Work for completed Network Area [area number]. STRATA Networks further certifies that it has not submitted for payment any sums in dispute. STRATA Networks hereby releases and waives all claims, including, without limitation, all liens and actions of any kind, which STRATA Networks may have against the City, for work completed within Network Area [area number], except for Claims for which STRATA Networks has complied with the provisions within the Agreements and Contracts between STRATA Networks and the City. STRATA Networks further certifies that the matters stated in this application for payment are true and correct.

Sincerely,

M Jason McKee
Chief Financial Officer
STRATA Networks

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Master Agreement") is made effective this ___ day of _____, 20__ ("Effective Date"), by and between the City of Lehi, a Utah Municipal Corporation ("the City") , and Uintah Basin Electronic Telecommunications, LLC dba STRATA Networks whose principal address is 211 E 200 N, Roosevelt, UT 84066 ("Contractor") (Each a "Party" and together, the Parties"). Collectively, The City and Contractor shall be referred to herein as the "Parties."

MASTER AGREEMENT

This Master Agreement defines the terms and conditions between the Parties, however, from time-to-time additional agreements may be related to this Master Agreement, defining additional terms and conditions, rates, statements of work, services, including warranty servies and construction agreements. These additional agreements may be incorporated to this Master Agreement by reference. All terms, conditions, rates, work, etc. in all related agreements may override this Master Agreement if dated after the Effective Date; however, if all incorporated agreements to this Master Agreement are terminated, then this Master Agreement will also terminate.

RECITALS

WHEREAS, the City finds Contractor qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of the City's business; and

WHEREAS, the City desires to engage Contractor to perform the work as defined in separate agreements between the Parties and Contractor desires to provide certain consulting, construction services, network operation services, city infrastructure and design of the City owned fiber network;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1.0 SERVICES

Contractor shall provide the professional services ("Services") set forth in the Design and Construction Agreement, Network Operation Agreement (collectively, "Agreement(s)"), and other agreements that may be entered into between the parties subsequent to the execution of this Master Agreement to accomplish the design, construction and operation of a fiber to the home network in Lehi City ("Project"). The provisions of this Master Agreement will apply to all agreements entered into between the parties. In the event of a conflict between the provisions of this Master Agreement and any other agreement, the more specific provision will apply.

2.0 CITY REPRESENTATIVE

The City shall designate in writing a person to act as the City's representative ("City's Representative") with respect to the Services to be performed by Contractor. Such person shall have authority to transmit instructions, receive information, and render decisions relative to the Project.

3.0 ACCESS AND APPROVALS

The City shall provide Contractor with access to the Project location as required for its performance of Services, where required.

3.1 With respect to the responsibilities of the City regarding the Project, the City shall coordinate the services of its staff, consultants and contractors with those Services performed by Contractor.

3.2 The City shall make decisions and carry out its responsibilities in a timely manner so as not to delay Contractor's performance of Services.

3.3 The City shall provide prompt written notice to Contractor if the City becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Contractor's Services by providing a notice of defect ("Notice of Defect").

4.0 TIME FOR PERFORMANCE

4.1 Contractor shall commence the performance of the Services for the Project upon the effective date of each Agreement and if applicable, receipt of an official Notice to Proceed ("NTP") for each Agreement and perform its Services as expeditiously as is consistent with the reasonable skill and care that is typically exercised in the industry to effect the orderly progress of the Project.

4.2 If Contractor's services for the Project are delayed through no fault of Contractor, the compensation provided for herein and the time for performance shall be subject to equitable adjustment. If the City requests changes in the scope, extent or character of the Project, Contractor's time for performance shall be equitably adjusted.

5.0 COMPENSATION AND PAYMENT

The City shall pay Contractor for the performance of its Services as set forth in each applicable Agreement.

5.1 Terms, amounts and invoicing processes may be defined in each applicable Agreement. If such terms are included in the Agreement, they shall supersede the terms that follow. Contractor shall prepare invoices in accordance with its standard invoicing practices and submit them to the City on a monthly basis. Invoices are due and payable within 30 days of receipt and acceptance of invoice by the City. If the City fails to make any payment due within 30 days after receipt and acceptance of invoice, the amounts due to Contractor will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from the thirtieth day.

5.2 Acceptance of an invoice by the City is to be given to Contractor within fifteen (15) days from the City receipt of invoice from the Contractor. If no acceptance is given within fifteen (15) days of the City receipt of invoice or any correspondence on invoice, Contractor will assume invoice is accepted and payment terms will go into effect. If the City disputes portions of an invoice, only that portion contested may be withheld from payment, and the undisputed portion paid.

6.0 STANDARD OF CARE

Contractor represents that its services shall be performed with the skill and care which would be exercised by comparable qualified professionals performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in its Services, Contractor shall

correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information provided by the City.

7.0 INDEMNITY

7.1 Each Party ("Indemnitor") shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the other Party and its officers, board members, employees, agents and representatives, ("Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or relating to the acts or omissions of the Indemnitor or those for whom the Indemnitor is responsible, but only to the extent caused by the negligent acts or omissions of the Indemnitor (or anyone for whom Indemnitor is responsible). This indemnification obligation shall survive termination of this Agreement. The Indemnitee shall, at its own expense, have the right to choose its own counsel to represent it in connection with any claim arising from this Master Agreement.

To the fullest extent of the law, each party shall indemnify, defend and hold harmless the other Party and any subsidiary or affiliate, and its past, present and future agents, representatives and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, directly or indirectly arising out of or based in whole or in part upon:

A. The Indemnitor's breach of any covenant or warranty of this Agreement.

B. Any damage or loss to any property caused in whole or in part by the Indemnitor, any Subcontractor, any Sub-subcontractor or any one directly or indirectly employed by the Indemnitor, or by anyone for whose acts the Indemnitor may be liable, except damages or loss attributable solely to acts or omissions of the Indemnitee or its agents or employees and not attributable to the fault or negligence of the Indemnitor.

C. The Indemnitor's failure to comply with any applicable law, rule or ordinance.

8.0 INSURANCE

The Contractor shall purchase and maintain at its own expense at least the minimum coverages, limits and terms of insurance set forth below, as will protect the City and the Contractor from claims that may arise out of or result from the Contractor's construction and installation of the Project by the Contractor, its employees, subcontractors, consultants, or other parties, if any, for whom Contractor is responsible.

Workers Compensation	Statutory Requirement
Commercial General Liability	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal Injury (with Employment Exclusion Deleted) and Advertising Injury	$1,000,000
Each Occurrence Limit	$1,000,000
Damages to Rented Premises	$100,000

Coverage provided by this policy shall include contractual coverage for liability assumed by contract. Products/Completed Operations Coverage shall be maintained for two (2) years following the end of the term of this Agreement and each Party shall provide a Certificate of Insurance showing that this coverage remains in effect at the execution of this Master Agreement and periodically during the following two (2) year period as requested by either Party.

Automobile (for all owned, non-owned and hired vehicles, as well as uninsured and underinsured vehicles)
Combined Single Limit $1,000,000.

Umbrella/Excess Separate Umbrella policy (written in excess of the Commercial General Liability, Employer's Liability and Auto policies on a follow form basis).

General Aggregate	$4,000,000
Each Occurrence	$4,000,000

Errors and Omissions Policy providing coverage for claims arising out of the performance of this Master Agreement and caused by any error, omission or negligent act for which Contractor is liable, with a per claim limit of $3,000,000, an aggregate limit of $3,000,000. If written on a "claims made" basis the coverage shall be maintained not only throughout the term of this Agreement, but also for a minimum of three (3) years following termination. Contractor shall provide a Certificate of Insurance showing that the coverage remains in effect.

9.0 DISPUTE RESOLUTION

9.1 The parties agree that dispute resolution should be prompt and structured. The parties shall follow the following mandatory dispute resolution procedures, provided that the parties may mutually agree to change any prescribed time period or to eliminate any prescribed step. In the event that the parties are unable to reach agreement on any issue, either party (the "declarant") may declare such issue in dispute by written notice to the other party. In the event a dispute is declared, the Project representatives of the parties shall have a period of fifteen (15) calendar days from such notice to negotiate a resolution.

9.2 If the parties are unable to resolve the dispute at the Project level within such fifteen calendar (15) day period, the issue in dispute shall be referred for resolution by the declarant in writing to the designated executive management representative(s) of each party who are not directly involved in the Project on a day-to-day basis.

The parties designate the following executive management representatives for this purpose:

Contractor:	Bruce H. Todd, CEO/General Manager 211 E. 200 N. Roosevelt, UT 84066	Copy to: Dave Ryan, COO 211 E. 200 N. Roosevelt, UT 84066
City:	Jason Walker 153 N. 100 E. Lehi, UT 84043	Copy to: Ryan Wood, City Attorney 153 N. 100 E. Lehi, UT 84043

9.3 In the event such executive management representatives are unable to resolve the dispute by negotiation within fifteen calendar (15) days of such automatic referral, the City may issue a notice of default/cure. Upon the Contractor's failure to cure the default within the applicable cure period, the City may issue a written termination notice any time thereafter.

If the parties are unable to resolve a dispute within the time periods described above, and a default remains uncured, either party may refer the dispute to non-binding mediation. The parties shall share the cost of the mediation equally. The mediation shall be held in Lehi, Utah. Unless otherwise

permitted by this Agreement, neither party shall initiate any legal action to resolve any disputed matter until the foregoing dispute resolution procedures have been completed, provided that either party may initiate such action to preserve a right threatened by a statute of limitations, provided further that any such legal adjudication of the matter shall be stayed pending the parties' compliance with the above dispute resolution procedure.

9.4 All disputes shall be resolved in accordance with the procedures set forth in this Master Agreement, except that the City may file with any court having jurisdiction a request for a temporary restraining order, stay, preliminary injunction or other provisional remedy to which the City would be entitled in the absence of the mediation clause contained herein.

9.5 Waiver Of Jury Trial. Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to this Master Agreement. Each Party certifies and acknowledges that (a) no representative of the other party has represented, expressly or otherwise, that the other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) it has considered the implications of this waiver, (c) it makes this waiver knowingly and voluntarily, and (d) it has been induced to enter into this Master Agreement by, among other things, the mutual waivers and certifications in this Section.

10.0 GENERAL CONSIDERATIONS

10.1 On completion of the Project and final payment by the City, or anytime prior to if reasonably necessary for the City's use, copies of some or all data, reports, drawings, specifications, record drawings, and other deliverables, whether in printed or electronic media format (the "Documents"), provided or furnished by Contractor under this Master Agreement ("the Documents") will be delivered to the City in their original form, or in a format reasonably acceptable to the City.

All prior works developed by Contractor including but not limited to, data, specifications, drawings, records, reports, proposals, spreadsheets and/or related documentation, research, or other information used to perform services shall remain the sole property of Contractor and be deemed Proprietary Information (as hereafter defined).

Any inventions, improvements, discoveries, and ideas that Contractor develops (whether in whole or in part) in the course of executing the Project, or resulting from or otherwise incorporating any information, and all intellectual property rights related thereto ("Intellectual Property Right(s)"), shall be owned by Contractor. City authorizes and empowers Contractor to invoke and claim for any application for patent or other form of protection for inventions in connection therewith. City hereby grants to Contractor a perpetual, irrevocable, non-exclusive, transferable, worldwide, royalty-free and fully paid-up license to own, install, use, repair, operate and maintain any Intellectual Property Right(s) used, developed, or created during the course of Project.

10.2 Confidentiality. Each Party covenants and agrees to: (a) keep the Confidential Information of the other Party confidential and not use or copy such Confidential Information other than as expressly authorized by the disclosing Party and as permitted under this Agreement; (b) protect the Confidential Information of the disclosing Party from unauthorized use disclosure by using at least the same degree of care as the receiving Party employs to avoid such unauthorized use or disclosure, but in no event any less than reasonable care; and (c) limit access to Confidential Information to those of its representatives who need such access for purposes consistent with this

Master Agreement. In the event that the receiving Party or any of its representatives are legally compelled by law, rule, regulation, subpoena, or similar court process to disclose any Confidential Information of the disclosing Party, the receiving Party will, to the extent legally permissible, provide the disclosing Party with notice of such circumstances and will limit such disclosure to only what legal counsel for the receiving Party advises is specifically required by the law, rule, regulation, subpoena, or similar court process. For the purposes of this Agreement, "Confidential Information" means, any proprietary information, enhanced data analytics, technical data, demographic information, customer data, trade secrets or know-how, including but not limited to research, product plans, products, services, customers, customer lists, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by either party either directly or indirectly in any form. Confidential Information excludes information that: (a) was lawfully in the receiving Party's possession before receiving it from the disclosing Party; (b) is rightfully received by the receiving Party from a third party without restriction and, to the receiving Party's knowledge, without a breach of this Master Agreement; (c) is or becomes generally available to the public other than through a violation of this Master Agreement; or (d) was or is independently developed by the receiving Party without use of or reference to the Confidential Information.

10.3 Relationship of the Parties. The City and the Contractor agree that the Master Agreement is not a contract of employment, but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Master Agreement shall be deemed to constitute any other relationship between the City and the Contractor. Each Party shall be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any party as a result of this Master Agreement. This Master Agreement does not constitute a partnership, joint venture, agency or contract of employment between the City and Contractor.

10.4 Disclosure of Prior Relationship. Contractor acknowledges that neither the Contractor nor Contractor's workers have any personal or family relationships at the City. If any such relationship exists, Contractor is obligated to disclose this relationship to the City prior to start of Contractor's workers assignment and obtain written prior permission to perform services under this Master Agreement.

10.5 Recruiting. Contractor will not become a party, directly or indirectly, to any efforts to solicit away from the City other contractors or employees engaged by the City or clients at which Contractor is engaged, without the express written permission of the City. The City will not become a party, directly or indirectly, to any efforts to solicit away from the contractor its employees or its contractors engaged by the Contractor without the express written permission of the Contractor. This restriction shall apply from the effective date of this Master Agreement and continue for a period of three (3) years from the termination date of this Master Agreement, regardless of the reason for termination.

10.6 Safety. Contractor shall take all necessary precautions for the safety of its employees and shall comply with applicable laws and regulations pertaining to the occupational safety and health of its personnel. Contractor agrees to provide appropriate training for any of its personnel assigned to the City's location, including specific hazards that may be encountered and information concerning hazardous materials under applicable right to know provisions of the law.

10.7 Governing Law. This Master Agreement shall be governed by and construed in accordance with the procedural and substantive laws of the State of Utah without regard to its conflict-of-laws provisions. The City and the Contractor specifically acknowledge and agree that the sole and exclusive venue for any lawsuit filed as a result of a dispute related to this Master Agreement shall be the Fourth Judicial District Court of Utah County, Utah. The prevailing party in any action to enforce the terms of this Master Agreement shall be entitled to recover its reasonable attorney's fees, expert costs, witness fees, court costs and other litigation expenses incurred in the enforcement of this Master Agreement. If any provision hereof is finally held to contravene that jurisdiction's law, that provision will be deemed deleted but will not affect any other provision's validity.

10.8 Assignment. Neither Party shall assign this Master Agreement without the written consent of the other Party, except that Contractor may assign claims for monies due or to become due from the City under the Master Agreement to a bank, trust company, or other financial institution. Consent to any assignment shall be at the sole discretion of the consenting Party. The Parties acknowledge and agree that the Contractor's use of subcontractors for any part of the Project shall not constitute an assignment.

10.9 Notices. All notices and submissions required under this Master Agreement shall be delivered to the respective party in writing and shall be personally delivered, sent by next day express delivery service, or certified mail, so that delivery may be confirmed. Notice shall be sent to the Parties as follows:

Contractor	City
Uintah Basin Electronic Telecommunications, L.L.C. Attn: Bruce H. Todd 211 East 200 North Roosevelt, UT 84066	Lehi City Corporation Attn: Mayor's Office 153 North 100 East Lehi, Utah 84043
With a copy to:	With a copy to:
Beau Hancock 211 East 200 North Roosevelt, UT 84066	City Attorney's Office 153 North 100 East Lehi, Utah 84043

10.10 Severability. Whenever possible, each provision of this Master Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Master Agreement is determined by any court or any other governmental authority to be invalid, illegal or incapable of being enforced, all other provisions will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party.

10.11 Waiver. Either party's failure or delay to enforce any provision hereof will not waive that party's rights. The City has the right to specifically enforce any provision of this Master Agreement. Any dispute, controversy, claim and/or disagreement concerning the interpretation, application or enforcement of or in any way arising under this Master Agreement or breach of this Master Agreement must be brought to the attention of the City by written notice by the Contractor within 90 days of occurrence. Contractor waives the right to dispute any charges not disputed within 90 days of Contractor's awareness.

10.12 Force Majeure. Excusal of Performance. Neither Party will be deemed in violation of this Master Agreement if the Party is prevented from performing any of the obligations under this Master Agreement in whole or in part by reason of any unforeseeable event or circumstance, or combination of events or circumstances, arising after the Master Agreement effective date and beyond the reasonable control of, and not the result of the negligent or intentional actions or omissions of, or caused by, the Party that seeks to excuse, in whole or in part, that Party's performance of this Master Agreement and its obligations hereunder, and that is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence (a "Force Majeure Event").

Force Majeure Events. Events that may give rise to a Force Majeure Event may include acts of God, natural disasters, extreme weather and storms, lightning, floods, fires, earthquakes, pandemics or other natural occurrences; civil disturbances; strikes or other labor unrest or shortage (unless they only concern the Party claiming Force Majeure); material shortages (caused by no fault of the Parties), catastrophic power failures; terrorist activity, riots, war, nuclear, or other civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within the reasonable control of, or the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided.

Exclusion From Force Majeure. A Force Majeure Event shall not, however, include actions of a government authority with respect to Contractor's compliance with applicable laws or permits; any failure by the Contractor to obtain or maintain any permit it is required to obtain or maintain; and any act, omission, delay, default, or failure (financial or otherwise) of a subcontractor to a Party.

Notification. In the event of a Force Majeure Event, the Party who first becomes aware of the event shall promptly give written notice to the other Party of such event. When either Party becomes aware of the end of the Force Majeure event, it shall give notice to the other Party.

10.13 Amendment. Any waiver, amendment, or modification of any right or remedy under this Master Agreement is not effective unless in it is in writing and signed by an authorized person of the party against whom enforcement is sought. Neither party shall be bound by typographical errors in this Master Agreement.

10.14 Headings. Any headings used in this Master Agreement are solely for reference purposes and shall not be considered in the interpretation of this Master Agreement.

10.15 Interpretation. No rule of construction requiring interpretation against the drafter of this Master Agreement shall apply in the interpretation of this Master Agreement.

10.16 No Third Party Beneficiary. The provisions of this Master Agreement are for the sole benefit of the parties to this Master Agreement, and no third party may seek to enforce or benefit from these provisions.

10.17 Entire Agreement: This Master Agreement (including recitals and Master Agreement section heading) and all related and incorporated agreements state the entire agreement between the parties and supersede all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersede any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Contractor and City respecting the subject matter hereof.

10.18 Execution. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

10.19 Authority to Execute. The individuals executing this Master Agreement on behalf of the City and the Contractor represent they have the legal power, right, and actual authority to bind their respective Parties to the terms and conditions of this Master Agreement.

10.20 Counterparts or PDF Signatures. This Master Agreement may be executed in counterparts, each of which shall be considered an original, and together shall be one and the same Master Agreement. A PDF copy of this Master Agreement and any signature(s) thereon will be considered for all purposes as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Master Agreement.

Owner:
CITY OF LEHI, UTAH

By: _____
Name: Mark Johnson
Title: Mayor

Attest: _____
Name:
(Corporate Seal) Title:

Contractor:
UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS, L.L.C.
DBA STRATA NETWORKS

By: _____
Name: Bruce H. Todd
Title: CEO/General Manager

Attest: _____
Name: M. Jason McKee
(Corporate Seal) Title: CFO

Exhibit A
Lehi City Fiber Scope of Work

INDEX

1. SUMMARY
2. NETWORK FIBER DESIGN
3. DISTRIBUTION FIBER DESIGN
4. CONSTRUCTION AND INSTALLATION
5. DESIGN DRAWINGS AS BUILTS RECORDS

1. SUMMARY

1.1. Project Area

1.1.1. Total Project area to be contained within Lehi City limits

1.1.1.1. Traverse Mountain area is not to be part of the Project Area

1.1.1.2. Locations outside Lehi City Limits that are owned by Lehi city are also not included in the project scope.

1.1.2. Project contains City, County, UDOT, Railroad Parcels, ROW, and Easements

1.2. Number of total locations.

1.2.1. 1,300 Business locations.

1.2.2. 20,800 Residential locations.

1.3. Customer Take Rate

1.3.1. GMP pricing is based on 45% Maximum Residential and Business Take Rate.

1.3.1.1. Increase in overall customer take may result in cost increase to the project.

1.4. Network Design

1.4.1. Hybrid Active & PON Network with FTTH.

1.4.2. Open access network

1.4.3. Subscription Model: Providing Service only to those who request it.

1.5. Future growth projections and locations

1.5.1. Telecommunication shelters and FDH Feeder conduit and or fiber to be provided for future potential growth areas of traverse mountain, micron annexation, west side developments, thanksgiving point, and vistas at the point.

1.5.2. Future growth areas total potential increase of 14,461 additional locations.

1.6. Construction Methods

1.6.1. Aerial on Lehi Power Facilities, existing conduits for buried construction, and new buried pathways via micro-trenching, plowing, directional boring, and open trenching.

2. NETWORK FIBER DESIGN

2.1. Connecting Network to Points-of-Presence (POP)

2.1.1.1. STRATA to provide 2 Connections to POP's.

2.2. Meet Points for ISP's

2.2.1. Connection locations/meet points for ISP's to be located near or along the network backbone ring, centralized and allow for multiple connections, and distinguishable from other network features. Special requests for meet points made by ISP's require approval by the contractor and the owner and shall not negatively affect the contractor or network operators' ability to perform work or ongoing maintenance to the network.

2.3. Backbone Network

2.3.1.1. 4 Total telecommunications shelters.

2.3.1.1.1. Lehi City is to be responsible to provide all property for placing shelters.

2.3.1.1.2. Redundant 144 Fiber ring connecting all shelters

2.3.1.1.3. Lehi Administrative office to be connected to the ring.

2.3.1.1.4. 8 identified Lehi Power substation may be connected to the ring.

2.3.1.1.5. Lehi City Locations may contain folded single leg paths tying into the ring.

2.3.1.2. Backbone Network fiber to be contained in Aerial and Buried facilities.

2.3.1.3. One empty conduit is required for network fiber along buried fiber paths. Where network fiber and FDH feeder fiber utilize a shared route, a total of one empty conduit is required.

2.3.2. Network Equipment

2.3.2.1. XGS PON

2.3.2.2. 1x64 PON Optical Splitters

2.3.2.3. Calix PON equipment with calix ONT's

2.3.2.3.1. For general single family residential Broadband service ONT's shall be indoor type with fiber cabling connecting the PON equipment to the ONT.

2.3.2.3.1.1. Outdoor ONT's, Shared ONT's, or other Special Access Equipment may be utilized where applications are appropriate.

3. DISTRIBUTION FIBER DESIGN

3.1. Distribution Design Constraints

3.1.1. Cable capacity to provide 1.2 minimum strands per existing single family household past.

3.1.2. Townhomes and duplexes with separate entrances are sized as single family per individual unit

3.1.3. Multi dwelling-unit (MDU) residential and apartment structures are sized 12 strands per 10 units.

3.1.4. All single occupant business structures are sized 1.5 strands per business.

3.1.5. All Multi-unit business structures are to be sizes at 1.5 strands per unit.

3.1.6. All schools, city, county, and other major governmental offices, hospitals, or similar buildings containing such entities to be sized with 6 strands minimum per building.

3.1.7. Cell towers are sized at 12-48 strands per tower location. Coordinate fiber design of cell towers with STRATA Networks design coordinator or project manager.

3.1.8. Coordinated small cell locations are to be sized with 2 strands minimum per location.

3.1.9. Lehi City to provide each city owned location that will require fiber service. Lehi city to provide all required locations prior to contractor commencing design.

3.1.9.1. Six fiber strands are to be allocated for city office and other similar locations and 2 strands will be allocated for all other city locations.

3.1.10. Fiber requirements for future growth areas are limited to specific identified areas and location totals that are listed in this scope of work.

3.1.10.1. See Section 1 for identified areas and totals.

3.1.11. One spare conduit will be provided along underground arterial routes where distribution fiber is placed. No spare conduits will be required for distribution areas located inside residential subdivision type areas. No spare conduits will be provided for aerial distribution fiber.

3.2. FDH Design and Feeder

3.2.1. 864 FDH Cabinets in existing areas. 432 & 288 FDH cabinets to be used sparingly in existing areas.

3.2.1.1. Cabinets will not be placed for future growth areas. See the network operator service agreement.

3.2.2. 72 Total feeder fibers at 864 cabinets, 48 feed fibers at 432 cabinets, and 24 fibers at 288 cabinets.

3.2.3. FDH feeder fiber to be contained in Aerial and Buried facilities.

3.2.4. One empty conduit required for FDH future feeder fiber along buried FDH feeder paths. No spare conduits will be provided for aerial FDH feeder fiber. Where network fiber and FDH feeder fiber utilize a shared route, see 2.3.1.3.

3.2.4.1. Additionally, a second empty conduit may be required on buried paths that potentially serve future growth areas that are specifically identified by Lehi City and listed in section 3.1.10.

3.2.5. Approximately 12-13 fibers used for 1x64 PON Splitters in 864 FDH cabinets

3.2.6. Approximately 60 fibers available for active service within the FDH cabinet

4. CONSTRUCTION AND INSTALLATION

4.1. ROW, Permitting, and Easements

4.1.1. Lehi City is responsible for verifying all existing city easements, Public Utility Easements (PUE's), and Rights of Way (ROW).

4.1.2. Any new fiber design to stay within existing Lehi City and Lehi City Power ROW's where possible and feasible.

4.1.3. STRATA does not intend on providing licensed PLS survey field markers for placement of facilities on the project and the requirement of such is beyond the scope of the project.

4.1.3.1. STRATA will coordinate estimated ROW locations and boundaries with Lehi City and County Records for the placement of all new facilities.

4.1.3.2. Discrepancies and disputes with landowners where facilities appear to have been placed inside Lehi City ROW will be the responsibility of Lehi City.

4.1.4. Lehi City is responsible to obtain new or adjust existing easements or ROW when new facilities are needing to be placed on non-Lehi city properties.

4.1.5. Lehi City is responsible for verifying and or adjusting ROW and easements for all new fiber facilities to be placed with existing or new Lehi Power aerial facilities.

4.2. City utilities and other potential conflicts

4.2.1. Fiber Design to avoid any notable or directly coordinated potential conflict locations with the existing utility infrastructure

4.3. Aerial Construction for Main Pathway

4.3.1. New Aerial Fiber facilities to be placed on existing or new Lehi Power facilities in accordance with NESC standards. Exceptions require written authorization from the owner.

4.3.2. STRATA to provide make ready plans to Lehi City for approval of new aerial fiber locations prior to commencement of work.

4.3.2.1. Aerial fiber service drops shall not require plans or Lehi City approval prior to commencement of work.

4.3.3. Lehi City to Verify all existing Poles and other aerial facilities for NESC compliance at no cost to the project

4.3.3.1. STRATA to coordinate designs, requested make ready work, and other appropriate communication for existing power facility compliance verification

4.3.3.2. Designs to minimize make ready work to existing poles

4.3.3.3. Lehi City Power to provide make ready work for the new fiber facilities when required at no cost to the project.

4.3.3.4. Lehi Power to evaluate and coordinate new fiber designs for future power facility maintenance, upgrades, and other similar type aerial power facility work that are scheduled to occur during the fiber build project duration.

4.3.3.5. New fiber facilities not able to meet NESC or Lehi Power requirements potentially may need to be buried and are subject to additional costs to the project.

4.3.3.6. Lehi City or Lehi Power will provide all necessary tree trimming to complete any aerial fiber pathways.

4.3.4. Existing Buried Construction

4.3.4.1. All empty existing conduit intended to be used for fiber main pathway conduits will be proofed prior to placing new facilities inside.

4.3.4.1.1. Existing pathway that requires subsurface digging for repairs in areas that are not accessible, contains a moratorium, or are not feasible to access may require buried new pathway to be installed.

4.3.4.2. Any empty existing service drop conduit will be proofed prior to installing any new service drop at that location.

4.3.4.2.1. Existing service drop conduit that requires subsurface digging for repairs in areas that are not accessible or are not feasible to access may require new buried conduit to be installed

4.3.4.3. Lehi City with the support of STRATA will gain permission from any landowner where a shared conduit has been placed, the landowner is the owner of the conduit, and STRATA intends on utilizing the shared conduit to place Lehi City fiber facilities inside.

4.3.4.4. Existing 2” or 4-Way future path conduits will be utilized where possible.

4.3.4.4.1. Lehi City will verify all existing conduit for ROW and other similar compliance.

4.3.4.4.2. Where existing conduit cannot be utilized or cannot provide the adequate amount of new pathways, new buried or aerial construction will be utilized.

4.3.5. New Buried Construction for Main Pathway

4.3.5.1. New pathway placed inside Lehi City ROW will be placed at a surface depth of 12” net for micro-trench areas. For traditional build areas pathway will be placed at a 30” minimum depth for main pathway and 18” minimum for service drops.

4.3.5.1.1. STRATA will coordinate with Lehi City during the design and aid in providing a resolution to project related conflicts.

4.3.5.1.2. Locations where changes in buried placing method is requested by Field Order or similar directive initiated by Lehi City may be subject to additional costs to the project.

4.3.5.2. Placement of new buried pathway to be placed by the micro-trench, open trench, plow, or Directional Bore methods.

4.3.5.2.1. Estimated breakdown of construction placing methods are as follows:

Utilizing Existing City-owned Conduit(s)	= 48%
Micro-Trenching	= 28%
Directional Drilling (Boring)	= 20%
Aerial	= 4%

4.3.5.2.2. Significant changes or alterations of the estimated placing breakdown may be subject to additional costs.

4.3.5.2.3. Non micro-trench methods will be the primary placement methods In all UDOT, State, and County owned ROW corridors.

4.3.6. Surface Restoration for New Buried facilities and Modifications to Existing Buried facilities

4.3.6.1. STRATA shall provide reasonable efforts for minimize impacts to tress, bushes, shrubbery, and other landscaping features while working inside the Lehi City ROW.

4.3.6.2. Bushes, Trees, and other similar type shrubbery located in the Lehi City ROW that are required to be removed to complete the pathway is not intended to be replaced during the fiber project.

4.3.6.3. Grass, concrete, gravel driveways and other similar type landscaping features located in developed areas inside Lehi City ROW that is required to be removed to complete the pathway is intended to be modified, patched, seeded, repaired, or replaced during the fiber project.

4.3.6.4. Restoration when original items and surrounding items are in a good and serviceable condition

4.3.6.4.1. When disturbing, removing and or replacing, or patching existing surface elements are required to complete buried pathway STRATA will provide all surface replacement materials and attempt to restore the surface back to the original or an agreed upon state of acceptance.

4.3.6.5. Restoration when original items and surrounding items are in extremely poor or unserviceable or unrepairable conditions.

4.3.6.5.1. When disturbing, removing and or replacing, or patching existing surface elements are required to complete buried pathway STRATA will attempt to restore the surface back to the original or an agreed upon state of acceptance.

4.3.6.5.1.1. If the restoration is required to extend beyond the original footprint of the disturbance, STRATA will coordinate with Lehi City to achieve an acceptable level of restoration.

4.3.6.5.1.1.1. Restoring areas in poor or unserviceable conditions and require restoration beyond the original disturbed footprint may be subjected to additional cost to the project.

4.3.6.6. Surface restoration disputes

4.3.6.6.1. Surface restoration disputes from others requesting changes to restoration inside Lehi City ROW will be coordinated with Lehi City.

4.3.6.6.1.1. Disputes by others for restoration located inside Lehi City ROW where additional work is requested and or approved by Lehi City may be subject to change orders and additional cost to the project.

4.3.6.6.1.2. Surface restoration located in State, County, Federal ROW shall be approved by the ROW owner and is not allowed to add additional cost to the project.

4.3.6.6.2. Surface restoration for private properties and facilities located within private easements

4.3.6.6.2.1. When disturbing, removing and or replacing, or patching existing surface elements are required to complete buried pathway STRATA will attempt to restore the surface back to the original or an agreed upon state of acceptance.

4.3.6.6.2.1.1. Lehi City will be made aware of any restoration disputes on private property. STRATA will be responsible for all reasonable dispute costs associated with the restoration of surface elements.

4.3.7. Service Drops construction and installations

4.3.7.1. All customers requesting service will be contacted prior to work beginning at their location.

4.3.7.2. STRATA will utilize existing service drop conduit where possible.

4.3.7.3. New service drops will generally be placed at a surface depth of 6". A service drop may be placed up to 24" and potentially deeper if special conditions and equipment are required to place a new service drop conduit.

4.3.7.4. See the conditions under surface restoration for private properties and facilities located within private easements for surface restoration of construction for service drops.

4.3.8. Locating Buried Fiber Facilities during Construction

4.3.8.1. STRATA to provide all locates for buried fiber facilities being constructed until pathway facilities and associated Network Areas are approved as final completion by Lehi City.

4.3.8.1.1. Once Network Areas are approved as final completion, obligations for locating buried facilities will fall under Lehi City's responsibility or as indicated in the Network Operations Agreement.

4.3.8.1.2. Locate responsibilities for service drops contained in approved Network Areas are the responsibility of Lehi City.

4.3.8.1.3. Completed and approved pathway will contain conduit, underground vaults, pedestals, and other similar service terminals with or without fiber cabling installed.

4.3.8.1.4. STRATA will provide required as-built records information as indicated in the agreement prior to Lehi's obligations to provide locates for approved completed areas.

4.3.8.2. Lehi City will provide all necessary updates, fees, and or modifications to Utah 811-Blue Stakes requirements and platform to receive the appropriate notifications for locates of fiber facilities.

5. DESIGN DRAWINGS AND ASBUILT RECORDS

5.1.1. The construction designs will be submitted in terms of Network Areas with an approximate amount relating to the overall project.

5.1.2. Designs and design prints are telecommunication industry drawings containing schematics of overall features, requirements, construction methodologies, and materials required to complete the work. Designs and drawings are not intended to contain licensed PLS survey exactness for new facility placement.

5.1.3. Submitted design drawings to Lehi City for review and approval may be in electronic format and or .PDF format.

5.1.4. Anticipated total review and approval duration for an initial set of design prints is a maximum of 4-6 weeks with an estimated average review duration of Network Area designs being 2 weeks.

5.1.4.1. Review and approval durations for field directive changes or modifications, change orders, and other similar related items are to be under the discretion of the STRATA Networks project manager and Lehi City project representative. Review and approval durations of these items are not considered to be categorized under the approval review process of a typical Network Area design.

5.1.5. All final as-built record drawings are to be submitted in electronic format, GIS or Lehi City approved format, after the Network Area has been approved by Lehi City as being final completed.

5.1.5.1. Submissions may occur in terms of construction pathway, fiber installation, service drop(s) and customer installation(s), or similar phases of the project that have been approved as being final completed.

5.1.5.2. As-built record drawings may be preliminarily submitted to Lehi City in electronic .PDF or similar formatted redline prints to aid in locating recently placed and approved facilities for Utah 811-bluestakes.

5.1.6. As-built record drawings will contain all known design and field related changes to features, placement locations, materials, fiber records, and other similar related items contained in the construction design drawings. As-built records are not intended to contain licensed PLS survey exactness for new facility placement. Any requested field survey verification data for as-built records is beyond the scope of work to this project.

5.1.6.1. STRATA will provide support as needed to Lehi City agencies collecting field survey information to provide clarification of field and mapping discrepancies and similar related items.

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Kiene Addition Annexation, 5-acres of property located at 7521 North 8000 West (1650 South Center) with proposed R-1-22 (residential/agriculture) zoning.
a. Public Hearing
b. Consideration of Resolution #2022-32, approving an Annexation Agreement with the owners of the property that is the subject of the Kiene Addition Annexation.
c. Consideration of Ordinance #25-2022, approving the Kiene Addition Annexation.

Suggested Action:

Attachments:

CC Staff Report Kiene Addition Annexation - Final Approval 04.26.22.docx

Kiene Addition Annexation DRC 03.09.22.docx

Ord 25-2022.docx

Res 2022-32.docx

Kiene Addition Annexation AnnexAgreement 04.26.2022.docx

Kiene Annexation - narrative.pdf

Kiene Addition Annexation 03.09.22.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

KIENE ADDITION ANNEXATION

CITY COUNCIL REPORT

Applicant	Andy Welch		
Meeting Date	April 26, 2022		
Requested Action/Purpose	Approval of a proposed annexation		
Location	7521 North 8000 West (1650 South Center Street)		
Requested Zoning	R-1-22		
General Plan Land Use Designation	Very Low Density Agriculture (VLDRA)		
Acreage	5 acres		
Existing Land Use	Single family home and undeveloped fields		
Adjacent Zoning and Land Use	*North*	R-1-22	Single Family Homes
	South	Utah County	Single Family Home and Agriculture
	East	R-1-22	Single Family Homes
	West	Utah County	Undeveloped Agriculture Field
Date of DRC Review	March 9, 2022		
Date of City Council Acceptance	March 22, 2022		
Date of Planning Commission Review	April 14, 2022		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

City Council	Acceptance of annexation
Planning Commission	Review and recommendation on proposed zoning
City Council	Final approval

REPORT ANALYSIS

As part of the Lehi City annexation procedures, all annexation requests are required to be reviewed by the Planning Commission and City Council. The City Council's responsibility is to consider the proposed annexation and determine whether or not the requested zoning is appropriate and complies with the General Plan. The Planning Commission's positive recommendation was sent to the City Council for their review with final consideration of the annexation.

The applicant requests review and recommendation on the proposed R-1-22 zoning to annex five acres of property located at 7521 North 8000 West. The City Council previously approved the resolution of intent to annex.

The proposed annexation will add a portion of an existing county island. The proposed R-1-22 zoning allows the property to come into the City and develop as half acre lots.

The DRC reviewed the proposed annexation and had no critical issue concerns. Some of their comments include:

a. As a condition of recording the zone change ordinance, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the R-1-22 Zone is .79-acre feet per acre of culinary water and 2.9-acre feet per acre of irrigation water.
b. Extend the annexation boundary to include the full existing width of Center Street including 3' of shoulder on the east side of the road.
c. Internal road must be a 62-foot right-of-way.

d. Center street is a major collector and will be 48 feet of asphalt. The cross section will have a 7-foot planter and 5-foot sidewalk.

These comments were informative for the applicant.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed annexation. Any motion should include findings. Possible findings include:

1. The proposed annexation zoning of R-1-22 complies with the current General Plan designation of VLDRA.
2. The proposed application does/does not conform to the goals and policies of the General Plan.
3. Other findings as determined at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed annexation on April 14, 2022. The minutes and motion from this meeting are as follows:

Motion: Commissioner Ellis moved to recommend approval to City Council for Public hearing and recommendation of Andy Welch's request for review of R-1-22 (residential/agriculture) zoning for the Kiene Addition Annexation, 5-acres located at 7521 North 8000 West (1650 South Center); with the proposed findings that the annexation will resolve a county island and that the request conforms to the goals and policies of the General Plan, including all DRC comments. Seconded by Commissioner Eyre.

Vote: Commissioner Everett, yes; Commissioner Ellis, yes; Commissioner Bunker, yes; Commissioner Nielsen, yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Newall, yes. The motion passed unanimously.

Kiene Addition Annexation
DRC Redline Comments

*Andy Welch – requests review of the **Kiene Addition Annexation**, 5-acres located at 7521 North 8000 West (1650 South Center) with proposed R-1-22 zoning.*

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller, Mike West
Representatives of the Applicant Present: Andy Welch, Paul Watson
Date of Plans Reviewed: 2/22/22
Time Start: 2:08 PM
Time End:

DRC REPORT:

1. **Critical Issues: None**

2. **Location of existing and proposed City facilities**
    a. 12" culinary water in Center St
    14" PI in Center ST
    30" TSSD owned sewer main in Center St (TSSD approval will be required for sewer connection)
    No storm drain in Center Street.

3. **Zoning required or recommended**
    a. As a condition of recording the zone change ordinance, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the R-1-22 Zone is .79 acre feet per acre of culinary water and 2.9 acre feet per acre of irrigation water.
    b. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
    c. 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.
    d. Extend the annexation boundary to include the full existing width of Center Street including 3' of shoulder on the east side of the road.
4. **Distances to schools/parks/shopping: No concerns**

5. **Transportation:**
    a. Internal road must be a 62-foot right-of-way.
    b. Center street is a major collector and will be 48 feet of asphalt. The cross section will have a 7-foot planter and 5-foot sidewalk.

DRC GENERAL COMMENTS:

THIS ITEM WILL BE SCHEUDLED FOR CITY COUNCIL ON MARCH 22ND

(PLANNING STAFF - REMEMBER TO SEND AN ELECTRONIC COPY OF THE ANNEXATION PLAT TO THE COUNTY SURVEYOR'S OFFICE FOR THEIR "PRE CHECK" AND REMEMBER TO CHECK NAME ON ANNEXATION PLAT THAT IT STAYS THE SAME THROUGHOUT THE PROCESS AND ON ALL LEGAL DOCUMENTS)

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.

ORDINANCE NO: 25-2022

AN ORDINANCE APPROVING THE KIENE ADDITION ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Kiene Addition Annexation, located at 7521 North 8000 West (1650 South Center) and further identified by Exhibit "A" pursuant to the provisions of Section 10-2-418 of the Utah Code: and

WHEREAS, the Lehi City Council conducted a public hearing on the 26th day of April 2022, after having published notice as also required by Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Council noted that there were no protests filed to defeat the annexation as required by Section 10-2-418 of the Utah Code.

NOW, THEREFORE, IT IS ORDAINED by the City Council of Lehi City, Utah, as follows:

Section 1. The Lehi City Council finds that the proposed Kiene Addition Annexation as more fully described on the transparent reproducible Annexation Plat and the attached Exhibit "A", in the judgment of Lehi City, meets the standards set forth in Section 10-2-418 of the Utah Code.

Section 2. The area as specifically described in the Annexation Plat is hereby annexed to Lehi City.

Section 3. Pursuant to Utah Code Ann. §10-9-406, the City Council hereby assigns the R-1-22 zoning designation to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

Section 4. The Mayor is hereby authorized to sign this ordinance. Once all conditions precedent to the Annexation have been complied with, the City Recorder is directed to file the transparent reproducible Annexation Plat, together with a certified copy of this ordinance in the office of the Utah County Recorder

Section 5. This ordinance shall become effective on the date that it is filed in the office of the Utah County Recorder.

Approved and adopted by the Lehi City Council this 26th day of April 2022.

ATTEST

_____	_____
MARK JOHNSON, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Kiene Addition Annexation Legal Description

BEGINNING AT A POINT S 0°01'50” E ALONG SECTION LINE 343.97 FEET AND WEST 18.72 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 0° 11' 00" W 475.10 FEET; THENCE S 88° 47' 30" W 460.58 FEET ALONG THE DESCRIPTION FROM BLA 48495-1998 AS RECORDED AT THE UTAH COUNTY RECORDER ; THENCE ALONG THE EAST LINE OF ANTHEM COUNTRY LANE ESTATES SUBDIVISION N 0° 17' 00" E 471.22 FEET; THENCE ALONG THE SOUTH LINE OF MONUMENT PARK SUBDIVISION THE FOLLOWING 3 COURSES AND DISTANCES: N 86° 56' 05" E 67.37 FEET; N 88° 47' 32" E 186.96 FEET; N 88° 18' 41" E 205.57 TO THE POINT OF BEGINNING.

CONTAINING 217,874 SQ. FT. OR 5.00 ACRES.

RESOLUTION NO: 2022-32

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN ANNEXATION AGREEMENT WITH THE OWNERS OF THE PROPERTY THAT IS THE SUBJECT OF THE KIENE ADDITION ANNEXATION

WHEREAS, the owners desire to annex certain property located at 7521 North 8000 West (1650 South Center) to the City of Lehi which property is further described in Exhibit "A" of the Annexation Agreement and incorporated by reference herein; and

WHEREAS, owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the owners, their heirs, executors, assigns and successors in interest; and

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries; and

WHEREAS, the conditions, performances and obligations of the owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the owners and/or developers have complies with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Annexation Agreement with the owners of the property that is the subject of the Kiene Addition Annexation; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Kiene Addition Annexation Agreement attached hereto as Exhibit "A" is herby approved and the Mayor is authorized to execute the Agreement and take all other such actions 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 26th day of April 2022.

LEHI CITY	ATTEST
_____	_____
MARK JOHNSON, Mayor	TEISHA WILSON, City Recorder

KIENE ADDITION ANNEXATION
ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this____ day of_____, 20___, by and between **LEHI CITY CORPORATION,** a municipal corporation of the State of Utah and **THE UNDERSIGNED PROPERTY OWNERS,** hereinafter referred to as Owners.

WHEREAS, the Owners desire to annex certain property to the City of Lehi which property is described on Attachment A and incorporated by reference herein; and

WHEREAS, Owners have specifically requested that said property be annexed to the City, and the City Council having considered the matter is willing to annex the said property only upon certain conditions to be met and fulfilled by the Owners, their heirs, executors, assigns and successors in interest.

WHEREAS, it is expressly agreed and understood by and between the parties that but for the said performance by the Owners, the City of Lehi would not, under any circumstance, annex the said property within its corporate boundaries.

WHEREAS, the conditions, performances and obligations of the Owners set forth herein are expressly understood to be independent and in addition to compliance with all of the laws, ordinances, requirements and regulations of the city of Lehi; and

WHEREAS, it is further agreed that this Agreement in no way and under no circumstances infers sketch plan, preliminary plan or final plan approval of any subdivision or development, nor does it assure or represent that the Owners and/or developers have complied with all of the requirements set forth by ordinance and statute as pertains to the proposed improvement of development;

NOW THEREFORE, for and in consideration of the City of Lehi's Agreement to annex said property into the corporate limits of the City of Lehi, the Owners agree to the following:

1. This agreement shall be and is hereby expressly made binding upon all of the heirs, executors, assigns and any and all other successors in interest of the parties hereto.
2. Any improvements stated herein as required to be performed by the Owners prior to annexation shall be and are expressly understood and set forth herein as conditions precedent to annexation; and any requirement which is to be performed after annexation shall be subject to specific performance by the Owner and/or developer, and shall be considered to be a condition subsequent to the annexation and is a requirement to the continued status of the property as having a right to the services, governmental and utility of the City of Lehi.
3. It is agreed that the Owners and/or developers shall pay unto the City of Lehi at such times and places as

required by the ordinance, rules and regulations existing at the time of this Agreement, or as subsequently changed by ordinance, rules of regulations, such sums as are required by the said ordinances, rules and regulations pertaining to development of subdivisions, connections fees, impact fees, and any and all other such fees as are so made and provided.

4. The property will be zoned **R-1-22 Single Family Residential** as shown on the annexation plat map**.**

5. There will be a water right dedication required as a condition of recording the annexation plat because of the R-1-22 zoning designation. The amount of water to be dedicated has been calculated according to Section 27.070 of the Lehi City Development Code, and determined to be .79 acre feet per acre of culinary water and 2.90 acre feet per acre of irrigation water. The annexation plat shall be recorded prior to any application for development being considered other than a concept plan application. When water transfers do occur, they must comply with Exhibit B (attached).

6. As per Utah State Code requirements, Owners agree to work with Lehi City Power to purchase and remove any existing Rocky Mountain Power services to individual customers within the annexation area and connect them to Lehi City Power as a condition of recording the annexation plat and prior to any application for development being considered. This will be at the Owner's expense, and they are required to work with the Lehi City Power Department to provide Lehi City power to the existing customers. If purchase is needed, Lehi City Power will send a request for facility transfer to Rocky Mountain Power, and all costs for the transfer will be passed on to the owner/developer.

7. At the time of development of the property, the Owners and/or Developer will be responsible to purchase, move or remove any existing Rocky Mountain Power main lines and/or facilities affected by the development.

8. As property is developed, roadway dedication may be required to accommodate local roads as identified on the Lehi City Master Transportation Plan.

9. As the property in the annexation is sold or developed, Owners agree to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will be included on the recorded subdivision plats:

> "This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities and any other aspect associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

10. The extension of all city utility lines and services will be the responsibility of the Developer.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names and day and year as written.

_____ _____
MARK JOHNSON, Mayor Date

ATTEST:_____
TEISHA WILSON, City Recorder
Lehi City, Utah

_____ _____ _____ _____
Property Owner Date Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE _____DAY OF _____A.D. 20___ PERSONALLY APPEARED BEFORE ME

_____, THE SIGNERS OF THE FOREGOING DOCUMENT WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES:_____ _____
NOTARY PUBLIC (SEE SEAL)

EXHIBIT "A"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S 0°01'50" E ALONG SECTION LINE 343.97 FEET AND WEST 18.72 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 0° 11' 00" W 475.10 FEET; THENCE S 88° 47' 30" W 460.58 FEET ALONG THE DESCRIPTION FROM BLA 48495-1998 AS RECORDED AT THE UTAH COUNTY RECORDER ; THENCE ALONG THE EAST LINE OF ANTHEM COUNTRY LANE ESTATES SUBDIVISION N 0° 17' 00" E 471.22 FEET; THENCE ALONG THE SOUTH LINE OF MONUMENT PARK SUBDIVISION THE FOLLOWING 3 COURSES AND DISTANCES: N 86° 56' 05" E 67.37 FEET; N 88° 47' 32" E 186.96 FEET; N 88° 18' 41" E 205.57 TO THE POINT OF BEGINNING.

CONTAINING 217,874 SQ. FT. OR 5.00 ACRES.

EXHIBIT "B"

LEHI CITY
WATER RIGHT TRANSFER PROCEDURES

The procedures in this exhibit pertain to all transfers of water rights to Lehi City such as transfers related to annexations, zone changes, etc.

1. General Requirements. The water right dedication for an annexation is based on the zoning designation assigned at the time of annexation. Should the zone be changed subsequent to annexation, an adjustment will be made in order to conform to the water dedication schedule for the new zone. Acre-feet will be rounded up if the shares/water rights do not exactly match the required amount. Lehi Irrigation Company shares shall be used as the standard in determining the number of shares of water stock to be dedicated. Owner warrants good and marketable title to the Stock/Water Rights and warrants that Stock/Water Rights will be transferred free of all liens, encumbrances and security interests. Owner shall pay all debts, taxes, charges and assessments against said Stock/Water Rights existing as of the date that the Owner transfers Stock/Water Rights to Lehi City.

2. Irrigation Company Shares. If the irrigation shares can be used directly in the Lehi pressurized irrigation system, the shares shall be transferred into the name of Lehi City through the Irrigation company and the certificates delivered to Lehi City. If the irrigation company shares cannot be used directly in the Lehi pressurized irrigation system, the change application procedure in item #4 must be followed. When the change application is final, Owner must transfer the shares into the name of Lehi City through the Irrigation company and deliver the certificates to Lehi City.

3. Fee in Lieu of Future Assessments. Shares of stock in mutual irrigation companies are subject to payment of an annual fee to cover assessments levied by the irrigation company board of directors pursuant to Utah Code Annotated 16-4-4 et seq. If the city incurs pumping costs in order to use the irrigation water in the city system, then there shall be an additional assessment. In consideration for the City's additional obligation created herein for all future assessments levied by the irrigation company, Owner agrees to make a one-time payment to Lehi City equal to the most recent assessment levied against the shares being

transferred to the City multiplied by 15.

4. <u>Non-irrigation Company Shares.</u> The Owner must prepare, submit, pay appropriate fees and receive approval from State Engineer's Office for a Joint Change of Water for said water right to be used from an existing City source for municipal use as approved by the Lehi City Engineer. (This will allow quantification and verification of the right by the State Engineer's Office.) The decision on the change application shall be considered final when the time for filing a request for reconsideration with the Utah State Engineer's office (20 days after issuance of the Utah State Engineer's decision) and the time for filing a judicial review action in the district court (30 days after the later of the issuance of the Utah State Engineer's decision or a denial of a request for reconsideration) has run and no judicial review action has been filed. When the change application is final, Owner must:

a. Prepare warranty deed to transfer title to Lehi City

b. Record deed at the Utah County Recorder's Office

c. Transfer title to Lehi City at the State Engineer's Office

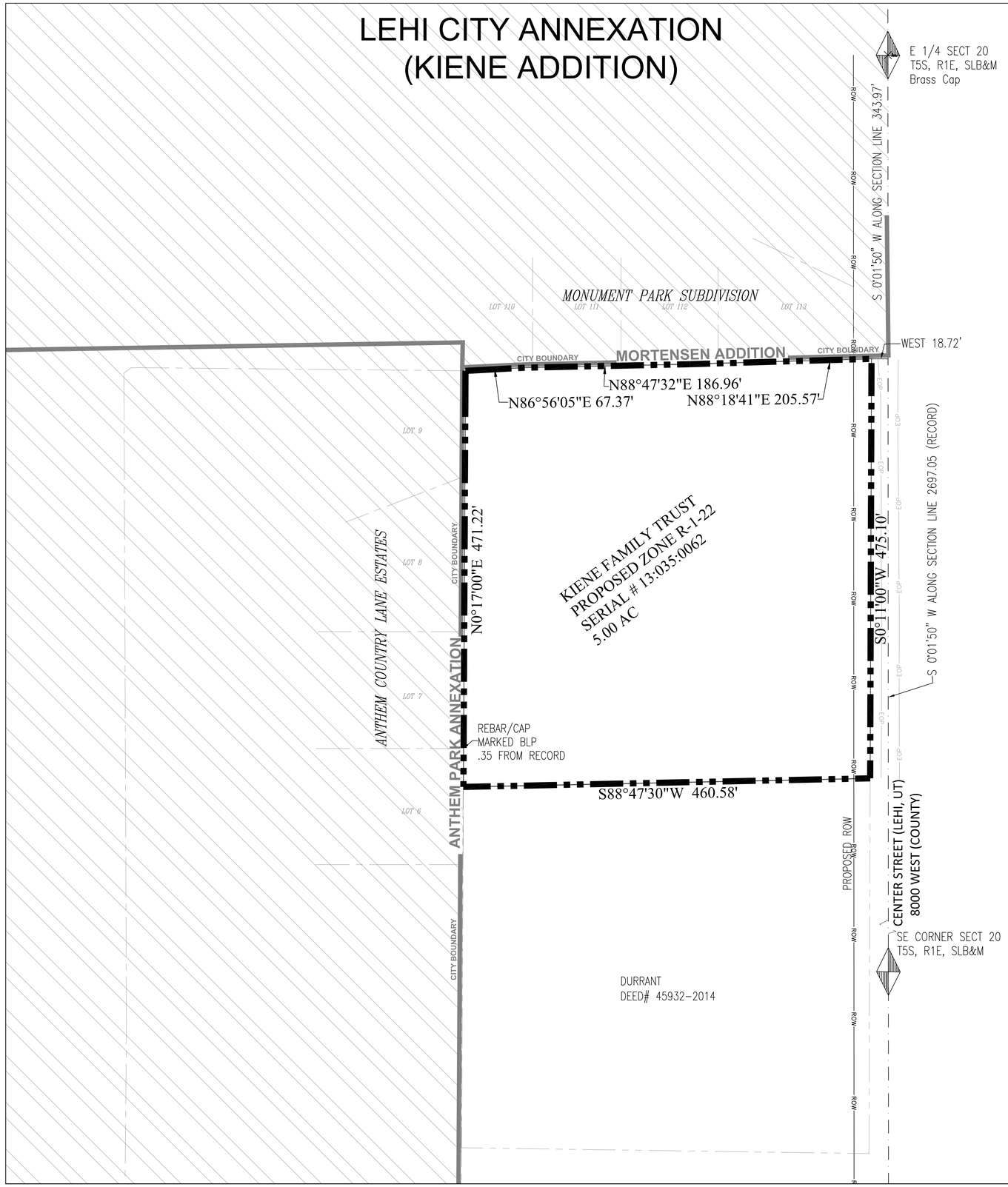
d. Deliver recorded deed to Lehi City

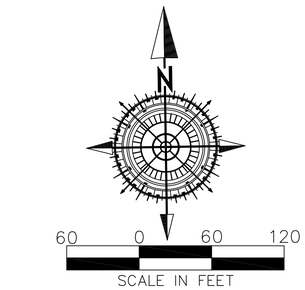
Annexation Information

(Welch Development)

1. Topography, vegetation of current property:
    a. Currently the 5-acre parcel is a residential farmland. It is a flat parcel within grass and topsoil with few trees around the perimeter of the property.
2. What is the existing/proposed land uses:
    a. As mentioned above, the parcel currently is a 5-acre residential farmland that currently is used as such. The purpose of the annexation is to rezone to an R-1-22 and propose a site plan of 8 half-acre residential lots.
3. What is the current/proposed population and residential density:
    a. Currently the parcel contains a single-family home. We are proposing a development of 8 single family homes that ay contain an average household size of 6 individuals, for a population density of +- 42 individuals.
4. How will the proposed annexation comply with and achieve Lehi City's land uses, goals, policies:
    a. Per the Vision Statement for Lehi City to create "family-oriented neighborhoods", the desire of this annexation is to propose a development of single-family lots. It is believed that these size lots will be an amazing opportunity to maintain the "small town feel" of Lehi city and create the desires sense of community.
5. Current/Proposed demands for city provided facilities and services:
    a. Currently, the parcel contains 1 single family residence. Many of the county services are provided to the owner. The proposed development would require the utilities to be provided to the development of 8 single family residents. The storm, sewer, and water utilities will be constructed and tie into the city utility structure.
6. Are water rights necessary:
    a. Yes, and those needs have been discussed with the city.

LEHI CITY ANNEXATION
(KIENE ADDITION)





LEGEND

- BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- EXISTING LEHI BOUNDARY



VICINITY MAP
NOT TO SCALE

PROJECT LOCATION

SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE CERTIFICATE NUMBER _____AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE PARCEL OF LAND SHOWN ON THIS PLAT TO BE ANNEXED TO LEHI CITY, UTAH COUNTY, UTAH.

ANNEXATION DESCRIPTION

All of Parcels:
13-035-0062: KIENE

Described as Follows:

BEGINNING AT A POINT S 0°01'50" E ALONG SECTION LINE 343.97 FEET AND WEST 18.72 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S 0° 11' 00" W 475.10 FEET; THENCE S 88° 47' 30" W 460.58 FEET ALONG THE DESCRIPTION FROM BLA 48495-1998 AS RECORDED AT THE UTAH COUNTY RECORDER ; THENCE ALONG THE EAST LINE OF ANTHEM COUNTRY LANE ESTATES SUBDIVISION N 0° 17' 00" E 471.22 FEET; THENCE ALONG THE SOUTH LINE OF MONUMENT PARK SUBDIVISION THE FOLLOWING 3 COURSES AND DISTANCES: N 86° 56' 05" E 67.37 FEET; N 88° 47' 32" E 186.96 FEET; N 88° 18' 41" E 205.57 TO THE POINT OF BEGINNING.

CONTAINING 217,874 SQ. FT. OR 5.00 ACRES.

.

_____ _____
CLIFF PETERSON DATE

BASIS OF BEARING

THE BASIS OF BEARING IS SOUTH 00°01'50" WEST ALONG THE QUARTER SECTION LINE BETWEEN EAST QUARTER CORNER AND SOUTHEAST OF SECTION. AS PER THE RECORD OF SURVEY FILING NUMBER _____.

ACCEPTANCE BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

_____ _____
COUNTY SURVEYOR DATE

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 HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO LEHI CITY, UTAH AND THAT A COPY OF ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH A;: 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 PART OF THE SAID CITY AND THAT SAID TRACT OF LAND IS TO BE HEREAFTER KNOWN AS THE KIENE ADDITION.

DATED THIS _____DAY OF _____,20____

_____ _____

_____ _____
CLERK RECORDER DATE

SURVEYOR OF RECORD

CLIFF PETERSON LAND SERVICES
- SURVEYING, PLANNING, ENGINEERING -

889 South 1600 East
Springville, Utah 84663
(801) 489-3156 - (801) 372-3810

Cliff Peterson P.L.S.
#167172

LEHI CITY ANNEXATION
(KIENE ADDITION)

RECORDER #

STATE OF UTAH, COUNTY OF UTAH, RECORDED AND FILED AT THE REQUEST OF

_____

DATE _____ TIME_____ BOOK_____ PAGE_____

_____ _____
FEE $ UTAH COUNTY RECORDER

Kiene Addition Annexation

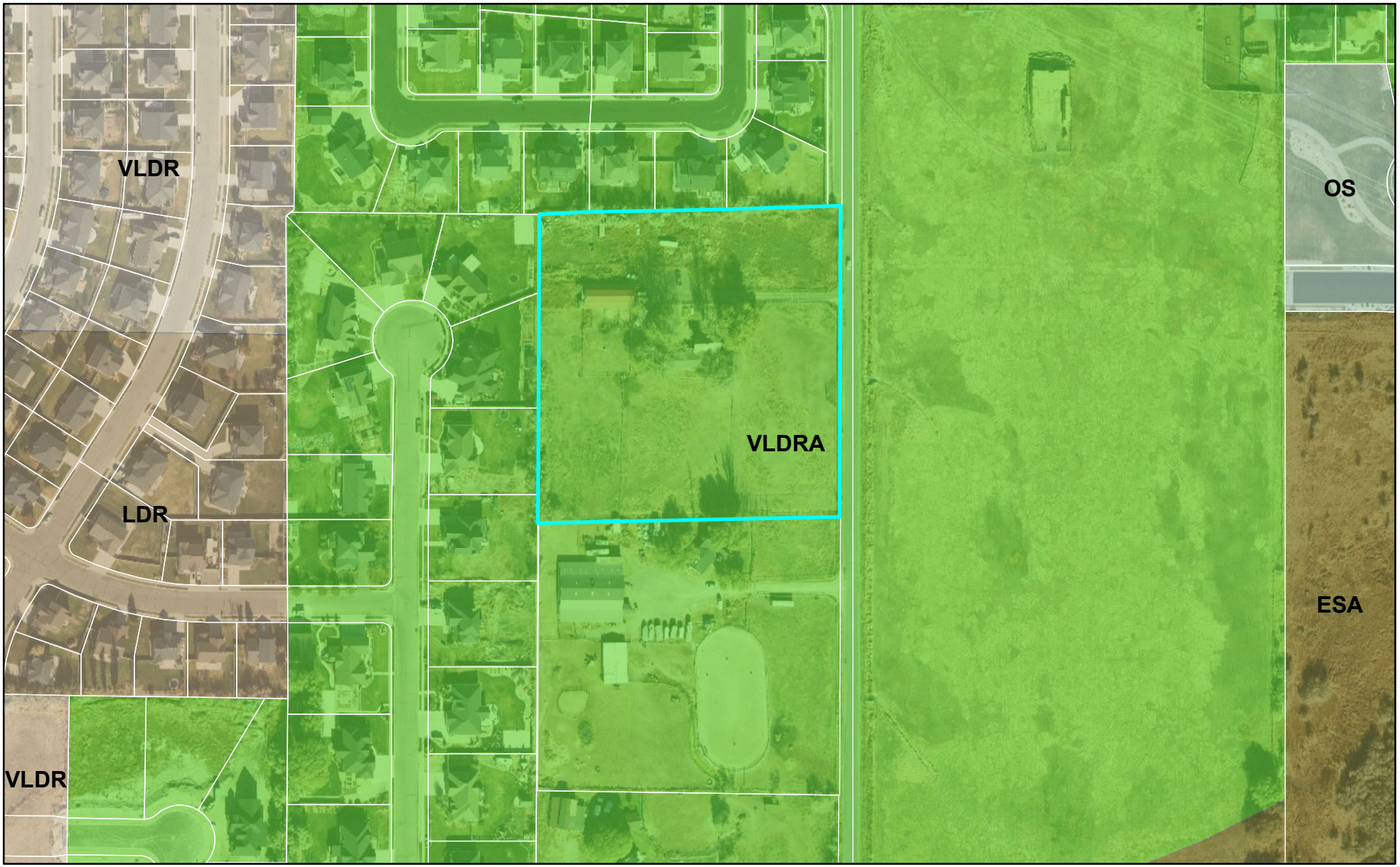
Aerial



LEHI CITY

Kiene Addition Annexation

General Plan

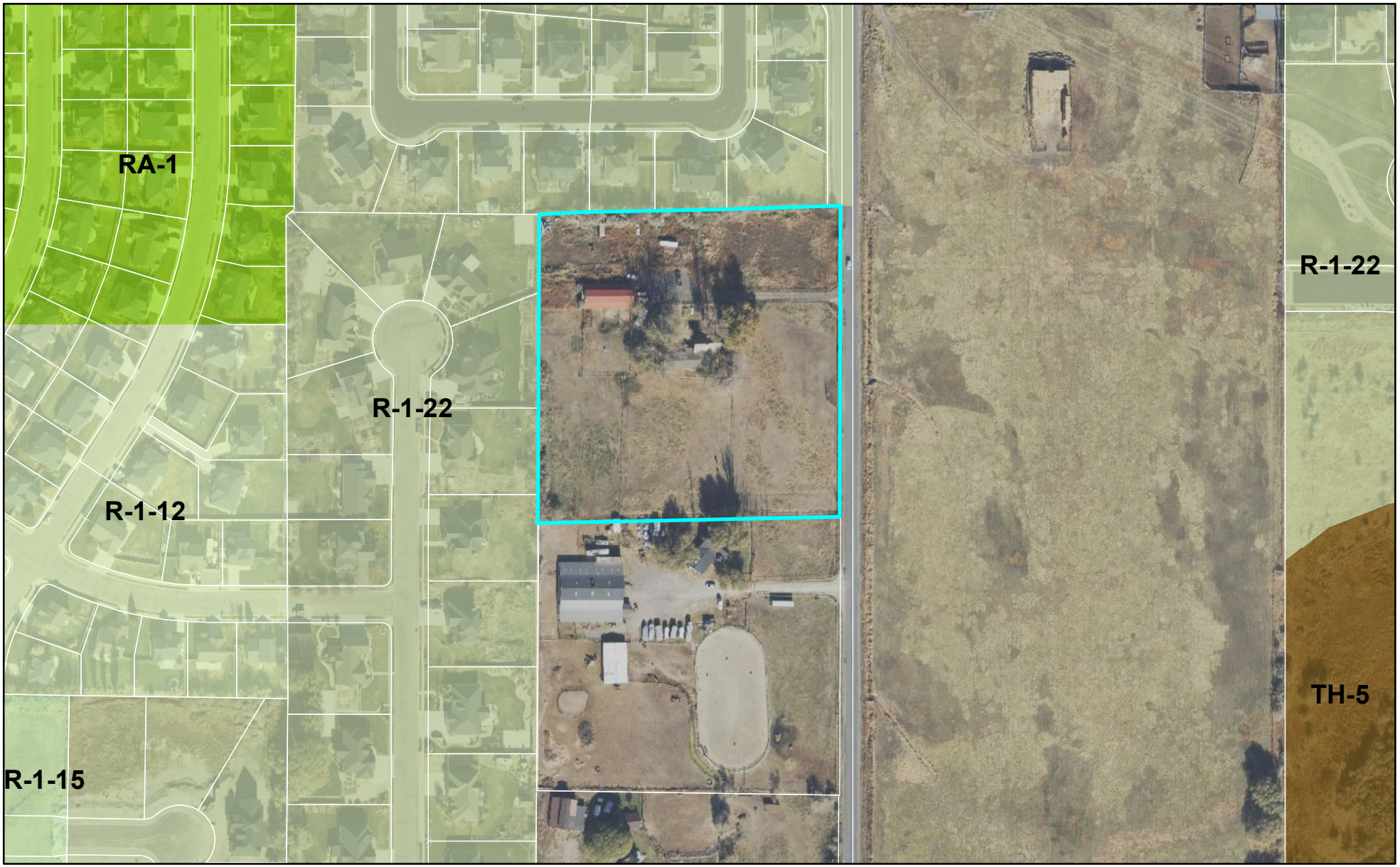


0 250 500 Feet

LEHI CITY

Kiene Addition Annexation

Zoning



0 250 500 Feet

LEHI CITY

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #26-2022, approving the Fort Street Zone Change on 4.79-acres of property located at approximately 3300 North 1200 West from TH-5 to Commercial and R-1-10. (Tabled from the March 22nd meeting.)

Suggested Action:

Attachments:

CC Staff Report Fort Stret Zone Change 04.26.22.docx

Fort Street Zone Change DRC 02.09.22.docx

Ord 26-2022.docx

Fort Street Zone Change Information.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

FORT STREET ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Fort Street Partners		
Meeting Date	April 26, 2022		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 3300 North 1200 West		
Acreage	4.79 acres		
Existing Zoning	TH-5		
Existing General Plan Land Use Designation	Commercial and Low Density Residential (LDR)		
Proposed Zoning Designation	Commercial and R-1-10		
Existing Land Use	Undeveloped Land		
Adjacent Zoning and Land Use	*North*	C/R-1-10	Office building/ Single family homes
	South	R-1-10	Single family homes
	East	R-1-10	Single family homes
	West	TH-5	Single family home and land
Date of DRC Review	February 9, 2022		
Date of Planning Commission Review	February 24, 2022		
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.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

COMMERCIAL DEVELOPMENT Provide for a wider range of commercial uses, including local and regional scale development, and bike and pedestrian accessibility to commercial uses throughout Lehi.

Strategy 3 Encourage diverse commercial uses that will serve the needs of the neighborhood, city, and region.

Providing a variety of shopping opportunities ensures that the needs of those looking to make major shopping trips for a variety of goods are met, as well as others simply needing a quick convenience item or a recreational shopping experience. As the City plans for and encourages a variety of commercial districts, densities and types within its boundaries, it should ensure that these new developments do not jeopardize existing commercial areas.

Strategy 4 Encourage infill of retail and commercial services around existing office uses. Existing office uses in Lehi are often isolated from other commercial uses, and employees must get in their cars and drive to lunch or other errands. Where possible, retail, restaurants, and other commercial services should be added around existing office uses through infill development. These establishments will benefit from the existing customer base of office employees, and employees will be able to enjoy amenities within walking distance.

PROPERTY HISTORY

March 26, 2013	The Aces Athletics South Annexation brought this property into the City.
January 25, 2022	The City Council approved the Comprehensive General Plan Land Use Update changing the designation on this property from LDR to Commercial and LDR.
March 22, 2022	Item was tabled by the City Council at their regular meeting.

REPORT ANALYSIS

The applicant requests approval of the Fort Street Partner's Zone Change from Transitional Holding (TH-5) to Commercial (C) and R-1-10. This property, located at approximately 3300 North 1200 West, contains 4.79 acres of undeveloped land.

This item previously came to the City Council on March 22, 2022. The City Council tabled it at that time and directed Staff to double check that all noticing took place according to requirements. Staff investigated the noticing for both the Comprehensive General Plan Amendment and the Fort Streets Zone Change. Both were noticed as required by State and Lehi City Codes.

Below is a list of all the public meetings in which the Comprehensive General Plan Updates were noticed and discussed:

March 7, 2019, Planning Commission Discussion
August 27, 2019, City Council Discussion
January 14, 2020, Joint Work Session Discussion
October 6, 2020, Joint Work Session Discussion
January 26, 2021, City Council Discussion
August 3, 2021, Joint Work Session Discussion
September 23, 2021, Planning Commission Public Hearing
October 12, 2021, City Council
December 14, 2021, City Council
January 25, 2022, City Council approval

Additionally, information on the General Plan Update were available on Engage Lehi from August 21, 2021, that showed this parcel with Commercial and Low Density Residential.

Notices were mailed for the Fort Street zone change prior to the Planning Commission meeting on February 24, 2022. Information about the zone change was also available on the City's Website and Engage Lehi.

The proposed zoning complies with the existing Commercial and Low Density Residential General Plan designations. The land use on this parcel changed from Low Density Residential (LDR) to Commercial and LDR with the

comprehensive General Plan update approved in January of this year.

Zone changes are a legislative decision which gives the City Council some discretion to make sure the proposed zoning will benefit the existing land uses or at least not be significantly detrimental. However, with the proposed zoning conforming to the existing General Plan Land Use Designation, a denial would require justification based on legitimate concerns to health, safety, and welfare.

The proposed commercial extends as far east as the existing office building to the north. It will provide more commercial opportunities near the other commercial uses along 1200 West. It also provides more commercial opportunity next to existing residential areas. The buffering requirements in the Development Code will provide a buffer between the proposed commercial and the proposed residential to the east as well as the existing residential to the south.

The DRC reviewed the proposed zone change and had one redline comment related to the water dedication requirement:

1. As a condition of recording the zone change ordinance, water dedication will be required per Chapter 27 of the Development Code. The rate for the Commercial Zone is 1.35-acre feet per acre culinary water and 1.25-acre feet per acre irrigation water. The rate for the R-1-10 Zone is 1.58-acre feet per acre culinary water and 2.11-acre feet per acre irrigation water.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed zone change. Any motion should include findings. Possible findings include:

1. The proposed zone change will/ will not have a negative impact on the character of the surrounding areas.
2. The proposed zone change is consistent with the General Plan Land Use Map designations.
3. The proposed zone change is/is not consistent with the goals and policies of the General Plan Land Use Element
4. The proposed zone change will allow uses that will/will not unduly affect the uses or proposed uses for nearby and adjoining properties.
5. The overall community benefit of the proposed amendment.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 24, 2022. The minutes and motion from the meeting follow:

3.6) Public hearing and recommendation Fort Street Partners' request for review of the Fort Street Zone Change on 4.79-acres of property located at approximately 3300 North 1200 West from TH-5 (transitional holding) to Commercial and R-1-10 (residential).
Jacob Curtis presented information on the agenda item.

The applicant, Jim Ballderson, was present. The commercial use would be for a medical facility.

Commissioner Nielsen opened the public hearing.

Steve Millard is concerned about the development and the prior zone change. He is concerned with property value and the size of the development. He would like the property to be residential and feels there is a great need for housing right now.

Kate Montigue also stated the property was designated as LDR and the zone had recently changed. She stated she purchased her property with the prior zone being LDR and since it has now changed to Commercial. She would like to see the property be residential. She is concerned about traffic, noise, pollution, etc. There are children that cut through her property to get to Fox Hollow and she does not believe the kids will use a trail. She stated there are also considerations of zoning changes. The majority of the surrounding properties are residential. She is also concerned about privacy and safety.

Darren Wright stated he would prefer residential. He stated developments that are built are already impeding on other neighbors.

Tanner Jardine stated the property has been graded and terraced. Tanner's house sits below the property. He is concerned with privacy and his property. The previous property owner has not maintained the land.

Commissioner Nielsen closed the public hearing.

Ross Dinsdale stated the request does meet the General Plan. There are buffering and landscape standards that would need to be met. The concept has a trail on 1200 West for pedestrian connectivity. There will not be a road for connectivity. Noticing is not required for General Plan Amendment but noticing did take place and the City did due diligence. Craig Chambers there are seven "items" that need to be met to determine if zoning can be changed.

Commissioner Nielsen re-opened public hearing.

Kate Montague stated she is happy the General Plan is considered for the City to be safe legally.

Commissioner closed the public hearing.

The applicant, Jim, stated he didn't get into the specific site plan because it was not on the agenda. A General Plan Amendment was implemented and allowed the applicant to make a site/concept plan. They have 7 lots to develop as well as a trail. There will be a medical building and are using the slope to construct the building, as it will not be built on a pedestal and will comply with standards. The applicant stated the demand for medical centers is high and there is limited land left for commercial with a commercial corridor.

Motion: Commissioner Jackson moved to send a positive recommendation of **Fort Street Partners' request for review of the Fort Street Zone Change on 4.79-acres of property located at approximately 3300 North 1200 West from TH-5 (transitional holding) to Commercial and R-1-10 (residential);** including all DRC comments, with the findings that the proposed zone change will not have a negative impact on the character of the surrounding area, is consistent with the General Plan Land Use Map designations, is consistent with the goals and policies of the General Plan Land Use Element, will not unduly affect the uses or proposed uses for nearby and adjoining properties. Commissioner Eyre seconded.
Vote: Commissioner Everett, yes; Commissioner Ellis, yes; Commissioner Bunker, yes; Commissioner Nielsen, yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Newall, yes. The motion passed unanimously.

Fort Street Zone Change
DRC Redline Comments

Fort Street Partners - requests review of the Fort Street Zone Change on 4.79-acres of property located at approximately 3300 North 1200 West from TH-5 to Commercial and R-1-10.

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Matthew Meier, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller, Jacob Curtis
Representatives of the Applicant Present: Jim Balderson, Heather Llewelyn, Mike Carlton, Gary Gowers, and Jenny Taumoepeau
Date of Plans Reviewed: 2/1/22
Time Start: 3:18 pm
Time End: 3:19 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
1. As a condition of recording the zone change ordinance, water dedication will be required per Chapter 27 of the Development Code. The rate for the Commercial Zone is 1.35-acre feet per acre culinary water and 1.25-acre feet per acre irrigation water. The rate for the R-1-10 Zone is 1.58-acre feet per acre culinary water and 2.11-acre feet per acre irrigation water.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 24, 2022
(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.

ORDINANCE NO: 26-2022

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 3300 NORTH 1200 WEST

WHEREAS, Fort Street Partners, designated representatives of the owner of property located at approximately 3300 North 1200 West 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 Commercial and Low Density Residential (LDR); and

WHEREAS, following a public hearing on February 24, 2022, 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 April 26, 2022, 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 February 24, 2022; 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 January 25, 2022 (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 and LDR.

PART II:

A. If a provision of this Ordinance 26 -2022 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 26th day of April 2022.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

EXHIBIT "A"

Legal Description

Beginning at a point which is 330.0 feet North and 0.91 feet East of the West quarter corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°9'30" East 330.0 feet; thence North 89°54' East 661.0 feet; thence South 0°9'30" West 330.0 feet; thence South 89°54' West 661.0 feet to the point of beginning.

Less and Excepting

a parcel of land in fee for the reconstruction, and widening of the Lehi 1200 West roadway and appurtenant features, being part of an entire tract of Real Property described in Entry Number 110720:2012 of the Official Records of Utah County, located in the Northwest Quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at the Southwest corner of the Grantor's property, which point is located 330.00 feet North 0°00'00' East and 0.91 feet South 90°00'00" East from the West quarter corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°09'30" East 330.00 feet along the westerly boundary line of said property; thence North 89°54'00" East 28.13 feet along the northerly boundary line of said property; thence South 0°09'30" West 238.45 feet; thence South 0°16'44" East 91.55 feet to the southerly boundary line of said property; thence South 89°54'00" West 28.83 feet along said southerly boundary line to the point of beginning.

Tax Parcel No. 11-033-0325

Application for Zoning Map Amendment and Concept Plan

3300 North 1200 West

Lehi, UT

Fort Street Partners is pleased to present this Zoning Map Amendment and Concept Plan Application for the 4.79 Acres located at 3300 N 1200 W in Lehi. Fort Street Partners recently closed on the purchase of this 4.79-acre lot as of December 30, 2021. This site is highly desirable for both medical office and residential lots. Fort Street Partners has plans to build a 38,000 SF Class A Medical Building on the West portion of the site (approximately 2.28 Acres). The East half (approximately 2.51 Acres) of the lot will be subdivided into a minimum 0.20-acre residential lots.

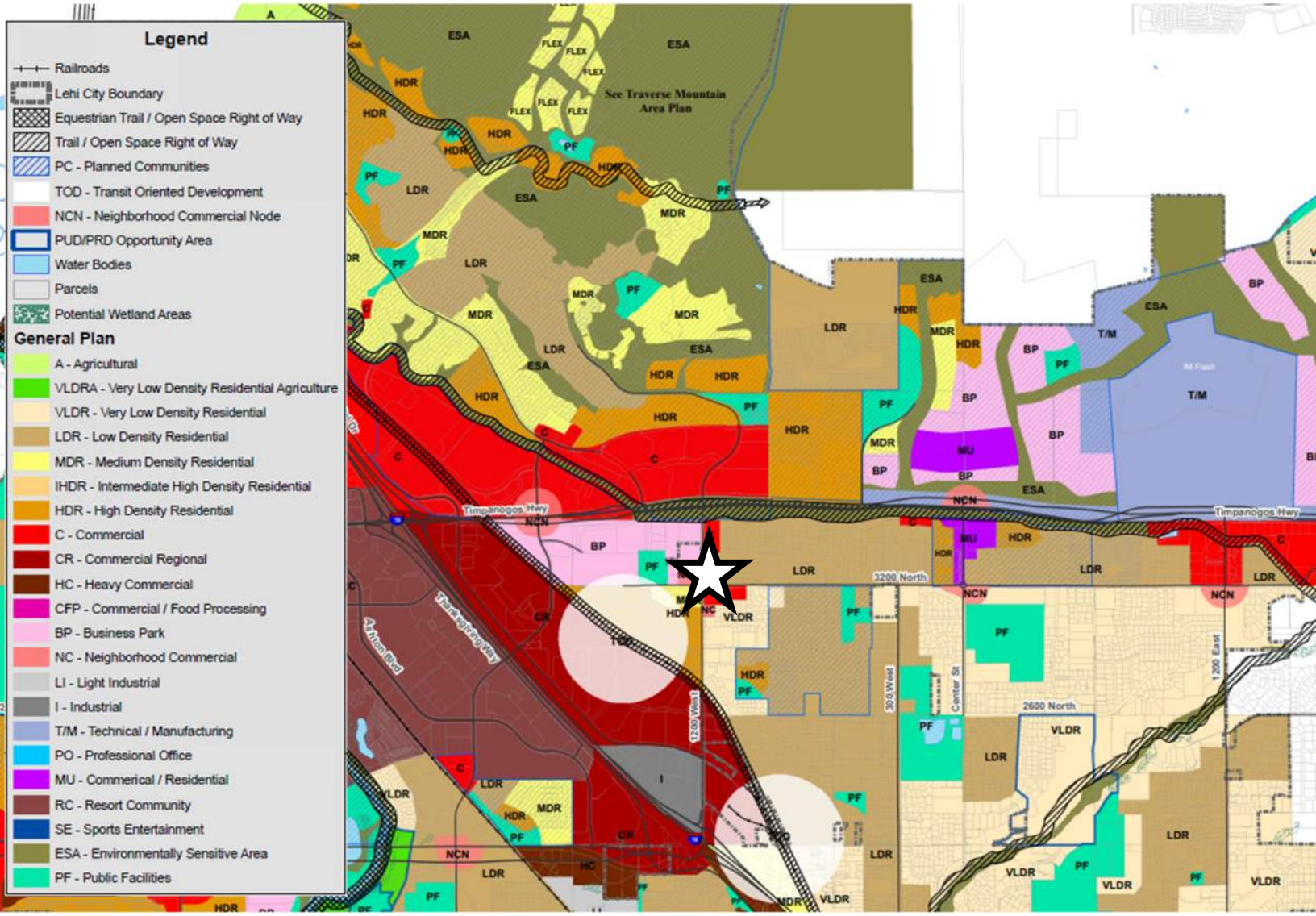
The Zone Amendment fits in with the Lehi City General Plan and will be cohesive with the current zoning in place. There is currently Commercial and Business Park Zoning surrounding the site on the West Side on the 1200 W frontage. The East side of the lot adjoins the current R-10-1 Residential Zone.

The site will allow for approximately 8 residential lots that align and complete the current neighborhood. The Class A Medical Building will provide medical services to the Lehi Community. The building will have a mix of general medical and dental services. We currently have lease proposals for a Gastroenterologist, Medical and Dental Pediatrics, and Oral Surgery clinic.



FORT STREET
PARTNERS

Lehi General Zoning Plan



Site is currently surrounded by Commercial and Business Park zoning to the West and Low Density Residential to the East.

FORT STREET PARTNERS

Legal Description

Beginning at a point which is 330.0 feet North and 0.91 feet East of the West quarter corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°9'30" East 330.0 feet; thence North 89°54' East 661.0 feet; thence South 0°9'30" West 330.0 feet; thence South 89°54' West 661.0 feet to the point of beginning.

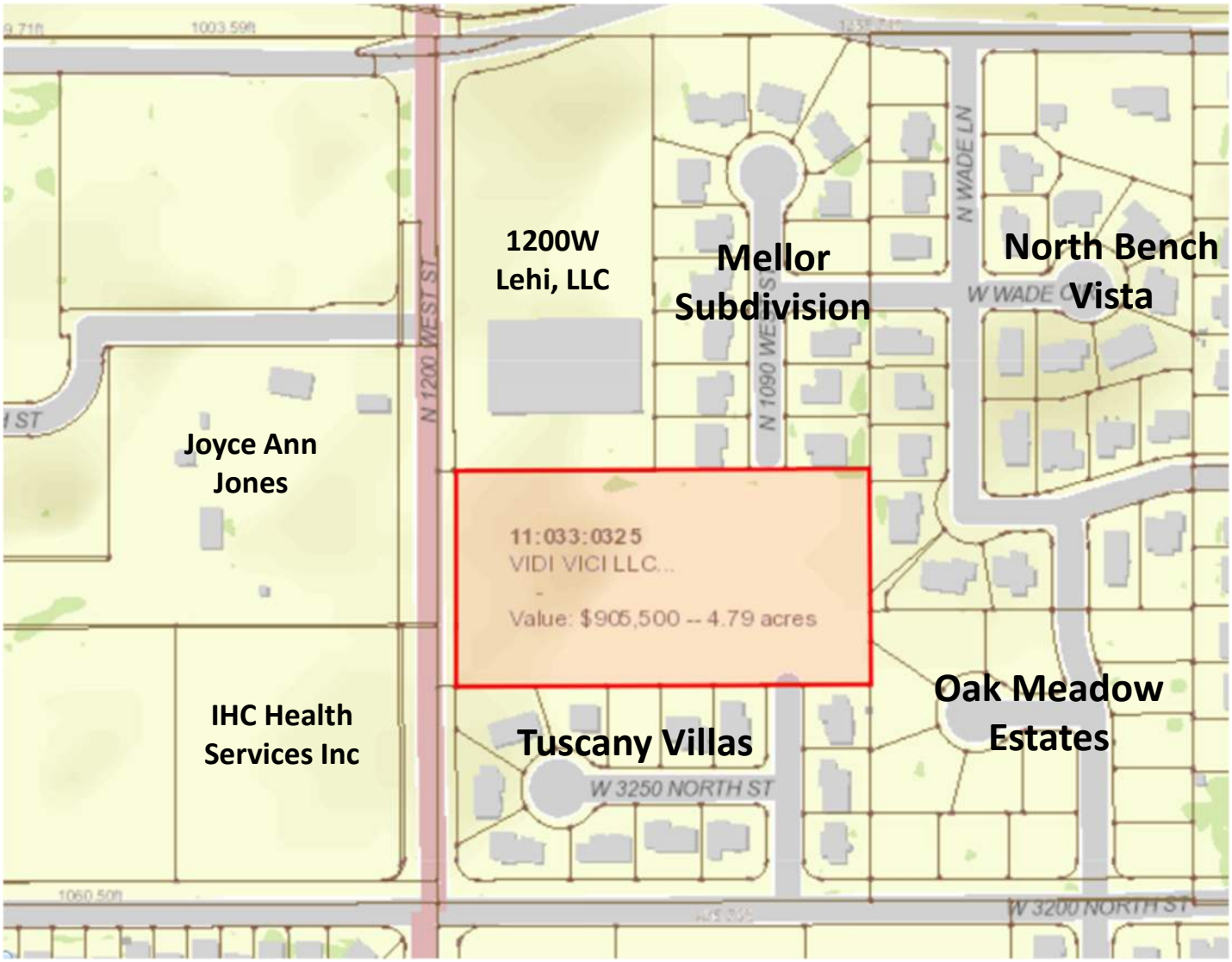
Less and Excepting

a parcel of land in fee for the reconstruction, and widening of the Lehi 1200 West roadway and appurtenant features, being part of an entire tract of Real Property described in Entry Number 110720:2012 of the Official Records of Utah County, located in the Northwest Quarter of Section 32, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

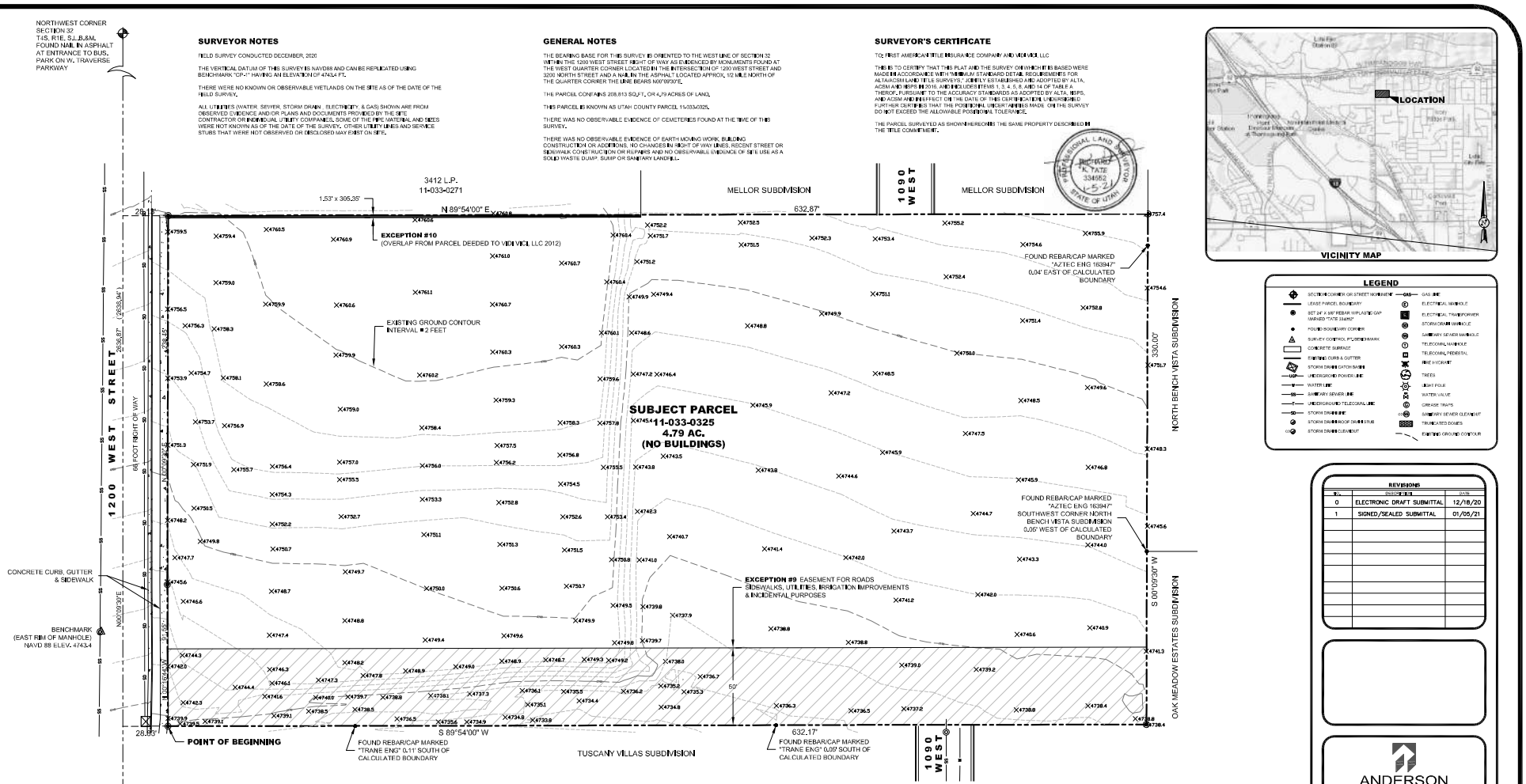
Beginning at the Southwest corner of the Grantor's property, which point is located 330.00 feet North 0°00'00' East and 0.91 feet South 90°00'00" East from the West quarter corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°09'30" East 330.00 feet along the westerly boundary line of said property; thence North 89°54'00" East 28.13 feet along the northerly boundary line of said property; thence South 0°09'30" West 238.45 feet; thence South 0°16'44" East 91.55 feet to the southerly boundary line of said property; thence South 89°54'00" West 28.83 feet along said southerly boundary line to the point of beginning.

Tax Parcel No. 11-033-0325

Surrounding Area Map



FORT STREET
PARTNERS



SURVEYOR NOTES

FIELD SURVEY CONDUCTED DECEMBER, 2020

THE VERTICAL DATUM OF THIS SURVEY IS NAVD88 AND CAN BE REPLICATED USING BENCHMARK "CP-1" HAVING AN ELEVATION OF 4743.4 FT.

THERE WERE NO KNOWN OR OBSERVABLE WETLANDS ON THE SITE AS OF THE DATE OF THE FIELD SURVEY.

ALL UTILITIES (WATER, SEWER, STORM DRAIN, ELECTRICITY, & GAS) SHOWN ARE FROM OBSERVED EVIDENCE AND/OR PLANS AND DOCUMENTS PROVIDED BY THE SITE CONTRACTOR OR INDIVIDUAL UTILITY COMPANIES. SOME OF THE PIPE MATERIAL AND SIZES WERE NOT KNOWN AS OF THE DATE OF THE SURVEY. OTHER UTILITY LINES AND SERVICE STUBS THAT WERE NOT OBSERVED OR DISCLOSED MAY EXIST ON SITE.

GENERAL NOTES

THE BEARING BASE FOR THIS SURVEY IS ORIENTED TO THE WEST LINE OF SECTION 32 WITHIN THE 1200 WEST STREET RIGHT OF WAY AS EVIDENCED BY MONUMENTS FOUND AT THE WEST QUARTER CORNER LOCATED IN THE INTERSECTION OF 1200 WEST STREET AND 3200 NORTH STREET AND A NAIL IN THE ASPHALT LOCATED APPROX. 1/2 MILE NORTH OF THE QUARTER CORNER THE LINE BEARS N00°09'39"E.

THE PARCEL CONTAINS 208,813 SQ.FT., OR 4.79 ACRES OF LAND.

THIS PARCEL IS KNOWN AS UTAH COUNTY PARCEL 11-033-0325.

THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES FOUND AT THE TIME OF THIS SURVEY.

THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS, NO CHANGES IN RIGHT OF WAY LINES, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AND NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

SURVEYOR'S CERTIFICATE

TO: FIRST AMERICAN TITLE INSURANCE COMPANY AND VIDA VICI, LLC

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2016, AND INCLUDES ITEMS 1, 3, 4, 5, 8, AND 14 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT THE POSITIONAL UNCERTAINTIES MADE ON THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE.

THE PARCEL SURVEYED AS SHOWN HEREON IS THE SAME PROPERTY DESCRIBED IN THE TITLE COMMITMENT.

LEGEND

- SECTION CORNER OR STREET MONUMENT
- LEASE PARCEL BOUNDARY
- SET 24" X 5/8" REBAR W/PLASTIC CAP MARKED "TATE 334952"
- FOUND BOUNDARY CORNER
- SURVEY CONTROL POINT/BENCHMARK
- CONCRETE SURFACE
- EXISTING CURB & GUTTER
- STORM DRAIN CATCH BASIN
- UGP UNDERGROUND POWER LINE
- W WATER LINE
- SS SANITARY SEWER LINE
- UNDERGROUND TELECOMM. LINE
- SD STORM DRAIN LINE
- STORM DRAIN ROOF DRAIN STUB
- STORM DRAIN CLEANOUT
- GAS GAS LINE
- ELECTRICAL MANHOLE
- ELECTRICAL TRANSFORMER
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- TELECOMM. MANHOLE
- TELECOMM. PEDESTAL
- FIRE HYDRANT
- TREES
- LIGHT POLE
- WATER VALVE
- GREASE TRAPS
- SANITARY SEWER CLEANOUT
- TRUNCATED DOMES
- EXISTING GROUND CONTOUR

ZONING NOTES

ZONED: TH-5 (TRANSITIONAL HOLDING)

EXISTING SITE CONDITIONS FALL WITHIN PERMITTED USES AS LISTED IN THE CITY OF LEHI ZONING REGULATIONS

BULK REGULATIONS:

1. MAXIMUM BUILDING HEIGHT: N/A
2. MAXIMUM FLOOR RATIO: N/A
3. MINIMUM YARD REQUIREMENTS:

FRONT RESTRICTION: PENDING
SIDE RESTRICTION: PENDING
REAR RESTRICTION: PENDING

PARKING REQUIREMENTS: UNKNOWN/PENDING PER 1,000 SQUARE FEET.

FLOOD ZONE NOTES

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 49035C 0290 G, WHICH BEARS AN EFFECTIVE DATE OF AUG 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" REPRESENTS AN AREA OUTSIDE THE 500 YEAR FLOODPLAIN

TITLE EXCEPTION NOTES

THIS SURVEY IS BASED ON A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NUMBER 6996377 DATED NOVEMBER 23, 2020.

THE FOLLOWING EXCEPTIONS ARE STANDARD TITLE EXCEPTIONS AND/OR ARE NOT MATTERS OR ISSUES THAT PERTAIN TO THIS SURVEY: 1-8, 13-15.

9. AS SHOWN HEREON (VARIOUS USE/PURPOSES).
10. AS SHOWN HEREON (OVERLAP WITH NORTHWESTERN NEIGHBORING PARCEL).
11. SUBJECT PARCEL IN ITS ENTIRETY IS THE AREA SPECIFIED AND AS SUCH WAS ANNEXED INTO LEHI CITY, MARCH 2013.
12. SUBJECT PARCEL IS NOT WITHIN THE AREA SPECIFIED.

SUBJECT PARCEL DESCRIPTION (RECORD)

BEGINNING AT A POINT WHICH IS 330.0 FEET NORTH AND 0.91 FEET EAST OF THE WEST QUARTER CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND
RUNNING THENCE NORTH 0°9'30" EAST 330.0 FEET; THENCE NORTH 89°54' EAST 66.0 FEET; THENCE
SOUTH 0°9'30" WEST 330.0 FEET; THENCE SOUTH 89°54' WEST 66.0 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO LEHI CITY RECORDED OCTOBER 19, 2018 AS ENTRY NO. 100526:2018 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND IN FEE FOR THE RECONSTRUCTION, AND WIDENING OF THE LEHI 1200 WEST ROADWAY AND APPURTENANT FEATURES, BEING PART OF AN ENTIRE TRACT OF REAL PROPERTY DESCRIBED IN ENTRY NUMBER 110726:2012 OF THE OFFICIAL RECORDS OF UTAH COUNTY. LOCATED
IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE
& MERIDIAN, LOCATED IN LEHI, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE GRANTOR'S PROPERTY, WHICH POINT IS LOCATED
330.00 FEET NORTH 0°00'00" EAST AND 0.91 FEET SOUTH 90°00'00" EAST FROM THE WEST QUARTER
CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND
RUNNING THENCE NORTH 0°09'30" EAST 330.00 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID PROPERTY; THENCE NORTH 89°54'00" EAST 26.13 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID PROPERTY; THENCE SOUTH 0°09'30" WEST 238.45 FEET; THENCE SOUTH 0°16'44" EAST
91.55 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID PROPERTY; THENCE SOUTH 89°54'00" WEST 26.93 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

SUBJECT PARCEL DESCRIPTION (AS SURVEYED)

BEGINNING AT A POINT WHICH IS 330.0 FEET N00°09'30"E ALONG THE WEST LINE OF SECTION 32, T4S, R1E, S.L.B.&M. AND S89°54'00"E 28.93 FEET TO A POINT ON THE EAST LINE OF 1200 WEST STREET AND THE POINT OF BEGINNING;

THENCE N00°16'44"W A DISTANCE OF 91.55 FEET AND N00°09'30"E A DISTANCE OF 238.45 FEET ALONG SAID EAST LINE OF 1200 WEST STREET TO THE NORTHWEST CORNER OF THE SUBJECT PARCEL;

THENCE N89°54'00"E A DISTANCE OF 632.87 FEET (THE EASTERN 326.05 FEET OF WHICH IS ALONG THE SOUTH BOUNDARY LINE OF MELLOR SUBDIVISION) TO THE NORTHEAST CORNER OF THE SUBJECT PARCEL SAID POINT ALSO LIES ON THE WEST BOUNDARY LINE OF NORTH BENCH VISTA SUBDIVISION;

THENCE S00°09'30"W ALONG THE WEST BOUNDARY LINE OF NORTH BENCH VISTA SUBDIVISION AND OAK MEADOW ESTATES SUBDIVISION A DISTANCE OF 330.00 FEET TO THE SOUTHEAST CORNER OF THE SUBJECT PARCEL;

THENCE S89°54'00"W ALONG THE NORTH BOUNDARY LINE OF TUSCANY VILLAS SUBDIVISION A DISTANCE OF 632.17 FEET TO THE SOUTHWEST CORNER OF THE SUBJECT PARCEL AND POINT OF BEGINNING, CONTAINS 4.79 ACRES.



REVISIONS		
NO.	DESCRIPTION	DATE
0	ELECTRONIC DRAFT SUBMITTAL	12/18/20
1	SIGNED/SEALED SUBMITTAL	01/05/21

ANDERSON ENGINEERING COMPANY, INC.
817 WEST 1700 SOUTH
SALT LAKE CITY, UTAH 84104
(801) 746-0622

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

PART OF SECTION 32
T4S, R1E, S.L.B.&M.
LEHI CITY,
UTAH COUNTY, UTAH

Project	Sheet
Date 04-JAN-2021	1 of 1
Scale 1" = 30'	

X:\Projects\Caliber Lehi, Utah 4278.dwg

Fort Street Zone Change

Aerial

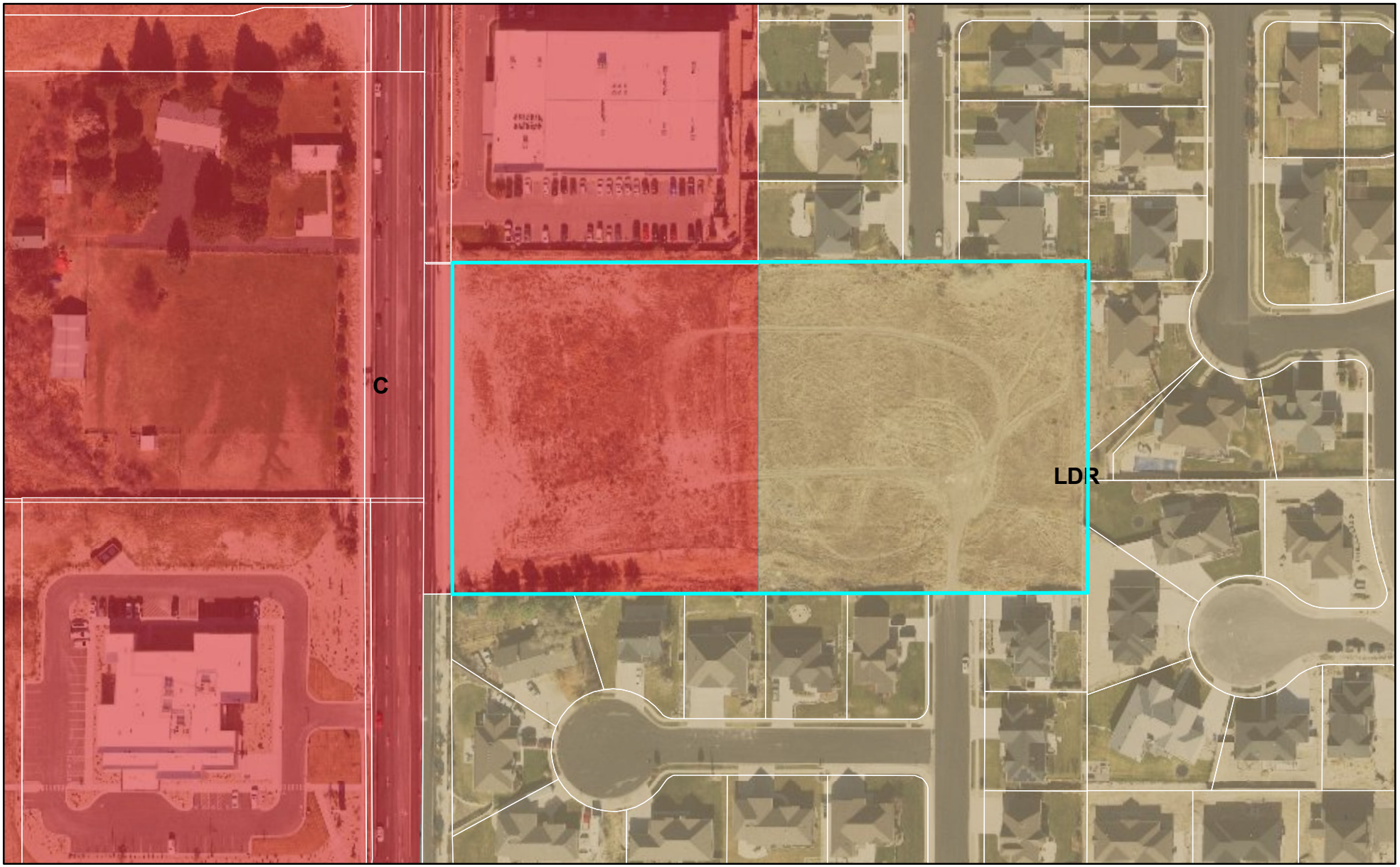


0 160 320 Feet

LEHI CITY

Fort Street Zone Change

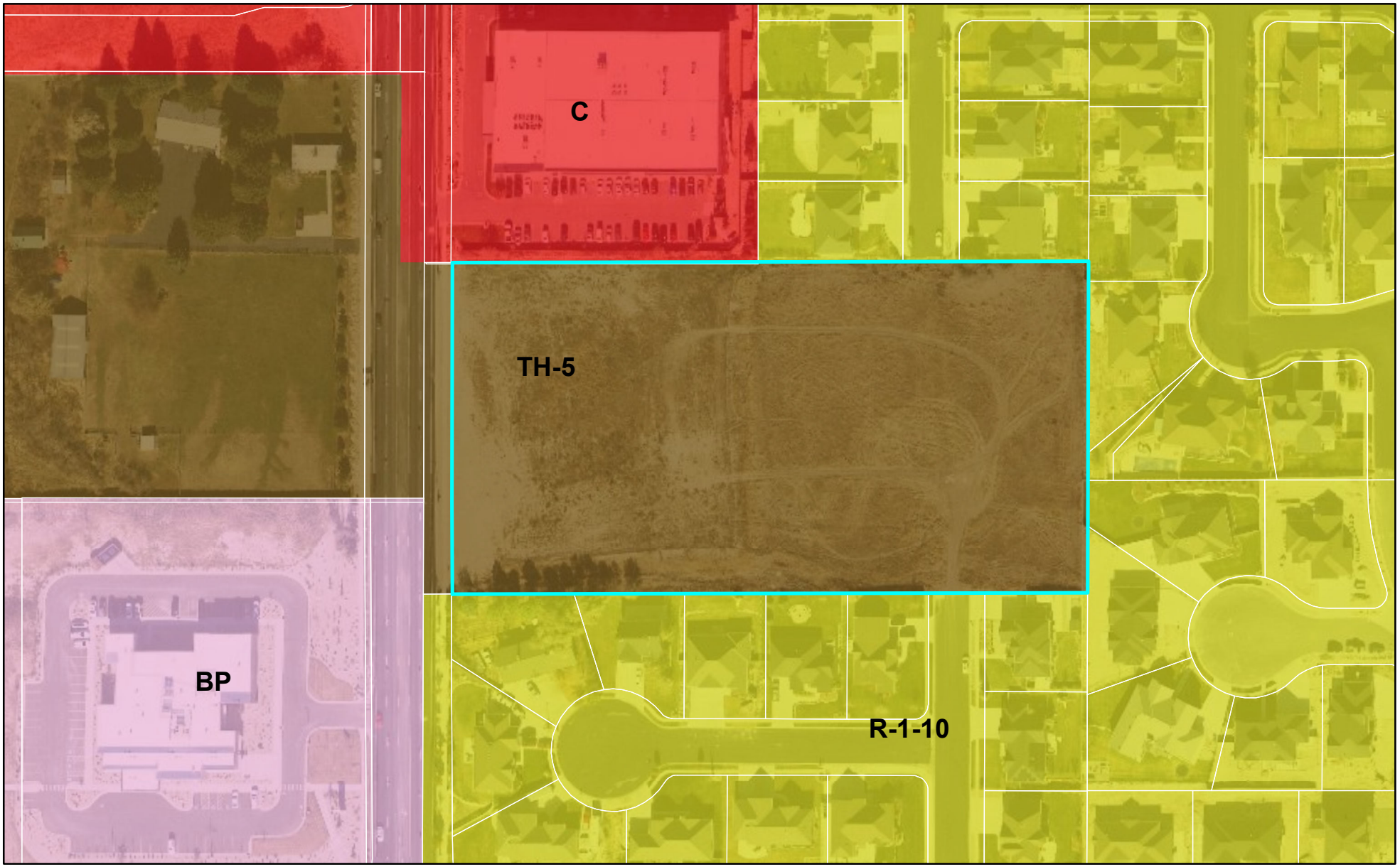
General Plan



LEHI CITY

Fort Street Zone Change

Zoning



0 160 320 Feet

LEHI CITY

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Final subdivision approval for the Summers' subdivision, a single residential lot located at 1131 East Fitzgerald Lane in an R-1-15 zone.

Suggested Action:

Attachments:

CC Staff Report Summers Final Subdivision 04.26.22.docx

Summer's Subdivision DRC 04.13.22.docx

Summers Subdivision Plat.pdf

Aerial Map.pdf

Summers Subdivision Civil Plans.pdf

General Plan Map.pdf

Zoning Map.pdf

SUMMERS' ONE LOT FINAL SUBDIVISION
CITY COUNCIL REPORT

Applicant	Howard Summers		
Meeting Date	April 26, 2022		
Requested Action/Purpose	Approval of a final subdivision		
Location	1131 East Fitzgerald Lane		
Existing Land Use	Undeveloped lots		
Existing Zoning	R-1-15		
General Plan Land Use Designation	Very Low Density Residential (VLDR)		
Number of Lots/Units	1 Lot		
Adjacent Zoning and Land Use	*North*	Unincorporated	Agriculture
	South	R-1-15	Spring Heights Park
	East	Unincorporated	Agriculture
	West	R-1-15	Single Family Homes
Date of DRC Review	April 13, 2022		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.180. Effective Period of Final Subdivision Plat Approval.
The approval of a final subdivision plat shall be effective for a period of two (2) years from the date the final plat is approved and signed by the City Council, at the end of which time such final subdivision plat shall have been recorded in the office of the Utah County Recorder.

Table 05-040-A. Table of Bulk and Intensity Requirements Agriculture and Residential Districts.

	R-1-15
Minimum Lot Size	Single-Family Dwelling 15,000 Sq.Ft.[a] Other Allowed Uses 15,000 Sq.Ft.[a]
Maximum Dwelling Units Per Acre	2.5[a]
Minimum Lot Width/Frontage	Residential Uses 100 Ft.[a,b] Other Allowed Uses 160 Ft.[a,b]
Minimum Front Yard	25 Ft.
Minimum Rear Yard (Interior Lots)	30 Ft.
Minimum Rear Yard (Corner Lots)	30 Ft.

	R-1-15
Minimum Side Yard	Residential Uses 10 Ft. Other Allowed Uses 25 Ft. Total Side Yards Not Less Than 50 Ft.
Minimum Side Yard (Corner Lot)	20 Ft.
Height	Max. 35 Ft. or 2 Stories. Min. 1 Story
Minimum Ground Floor Area Per Residential Unit	1,000 Sq.Ft.[g]
Min. Area For PRD	10 Acre min.

PROPERTY HISTORY

September 19, 2002 Property came into the City as part of the J. Fitzgerald Addition

REPORT ANALYSIS

The applicant requests approval of the Summers' One Lot Subdivision located at 1131 East Fitzgerald Lane. The property is located within the R-1-15 zone and meets the frontage and lot size requirements of that zone. This project is coming as a one lot subdivision to the City Council because it combines two lots and also proposes a change in the future road layout.

Fitzgerald Drive currently stubs into this property with the intent of eventually connecting to Mesa Avenue to the north. A road connection in this area will be required to meet connectivity standards. Several potential applicants looked into extending the proposed roadway through this lot. They all determined extending the stubbed road made this lot unbuildable. The applicant proposes to eliminate the stubbed road at this location with the intent that the property to the east will continue it northward. The surrounding properties have more acreage to them which will allow them to include the road and also have buildable lots. Additionally, the steep slope on this site justifies the relocation of the road. Approval of this subdivision would indicate the Council's approval for this change in the road alignment.

The applicant's intent with combining these lots is to build a single-family home on the lot.
The DRC reviewed the proposed subdivision and had 10 redline comments including:

1. Plug North leg out of existing sewer main. This will eliminate the need for the clean out in your driveway.
2. PI main will dead end with a fire hydrant, not a tee with valve and hydrant as you have shown.

3. Culinary blow off will end at the same location as the fire hydrant, 3' behind sidewalk. Existing blow off must be replaced with a new break-away style blow off. blow off top will be provided by Lehi City Water Dept
4. Add note to plat that a soil report will be required at the time of a building permit.
5. On the final plat remove camera data and remove all utility info, fencing, and curb and sidewalk. The plat should show street ROW, easements, and lot lines only.
6. Update Plat to say "Chair" instead of “Chairman” of the Planning Commission and "Know all by" instead of “Know all men by” in the owner’s dedication.

Please consider including all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve, approve with modifications, or deny the proposed final subdivision. Any motion should include findings. Possible findings include:

1. The proposed subdivision meets/does not meet the requirements of the R-1-15 zone.
2. The proposed subdivision proposes an acceptable/ an unacceptable alternative to the continuation of Fitzgerald Drive to the north.
3. The proposed subdivision does/does not meet the requirements of the Development Code in regard to subdivision approvals.
4. Other findings based upon information presented at the public meeting.

Summers' One Lot Final Subdivision
DRC Redline Comments

Howard Summers- request final subdivision review of the Summers' subdivision, a single residential lot located at 1125 East Fitzgerald Lane in an R-1-15 zone

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Representatives of the Applicant Present: Howard Summers
Date of Plans Reviewed: 4/4/22
Time Start: 2:59pm
Time End: 3:17pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Greg – Water/Sewer:
1. Label existing water and PI main sizes. 6" culinary will be SDR-21 class 200. 8" PI will be DR-18 class 900.
2. Change PI service to 1" IPS purple poly.
3. 3/4" IPS blue poly
4. Plug North leg out of existing sewer main. This will eliminate the need for the clean out in your driveway.
5. PI main will dead end with a fire hydrant, not a tee with valve and hydrant as you have shown.
6. Culinary blow off will end at the same location as the fire hydrant, 3' behind sidewalk. Existing blow off must be replaced with a new break-away style blow off. blow off top will be provided by Lehi City Water Dept

Trent – Parks: No comments
Gary – Building/Inspections:
For reference: when retaining walls are built, a building permit will be required.
7. Add note to plat that all property corners will be marked with 5/8" rebar with cap, and property lines will be marked in curb with brass pin.
8. Add note to plat that a soil report will be required at the time of a building permit.

Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
9. On the final plat remove camera data and remove all utility info, fencing, and curb and sidewalk. The plat should show street ROW, easements, and lot lines only.
10. Update Plat to say "Chair" instead of "Chairman" of the Planning Commission and "Know all by" instead of "Know all men by" in the owner's dedication.

PRIOR TO SCHEDULING A PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements to Lehi City Engineering. (Duane Butler- dbutler@lehi-ut.gov or 385-201-2523)
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
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. Include surveyor's and engineer's stamps and signatures on the construction drawings.
5. Show lot addresses on the final plat (must coordinate with Planning Division).
6. Obtain PLSS (Public Land Survey System) clearance letter from the Utah County Surveyor Office. If there are PLSS monuments located on or adjacent to property a monument excavation permit may be required.
   Per Utah Code 17-23-14 and 17-23-15. Contact info. Email surveyor@utahcounty.gov Address 2855 South State Street, Provo, UT 84606 (801) 851-8671 or (801) 851-8669.
7. Address any comments or conditions from City Council approval.

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.

8. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
9. Planner needs to sign off on building plans prior to the precon meeting

PRIOR TO RECORDING OF PLAT:

1. Need to record the deed for street ROW from Lehi City to Summers.
2. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
3. Include surveyor's and engineer's stamps and signatures on the plat.
4. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

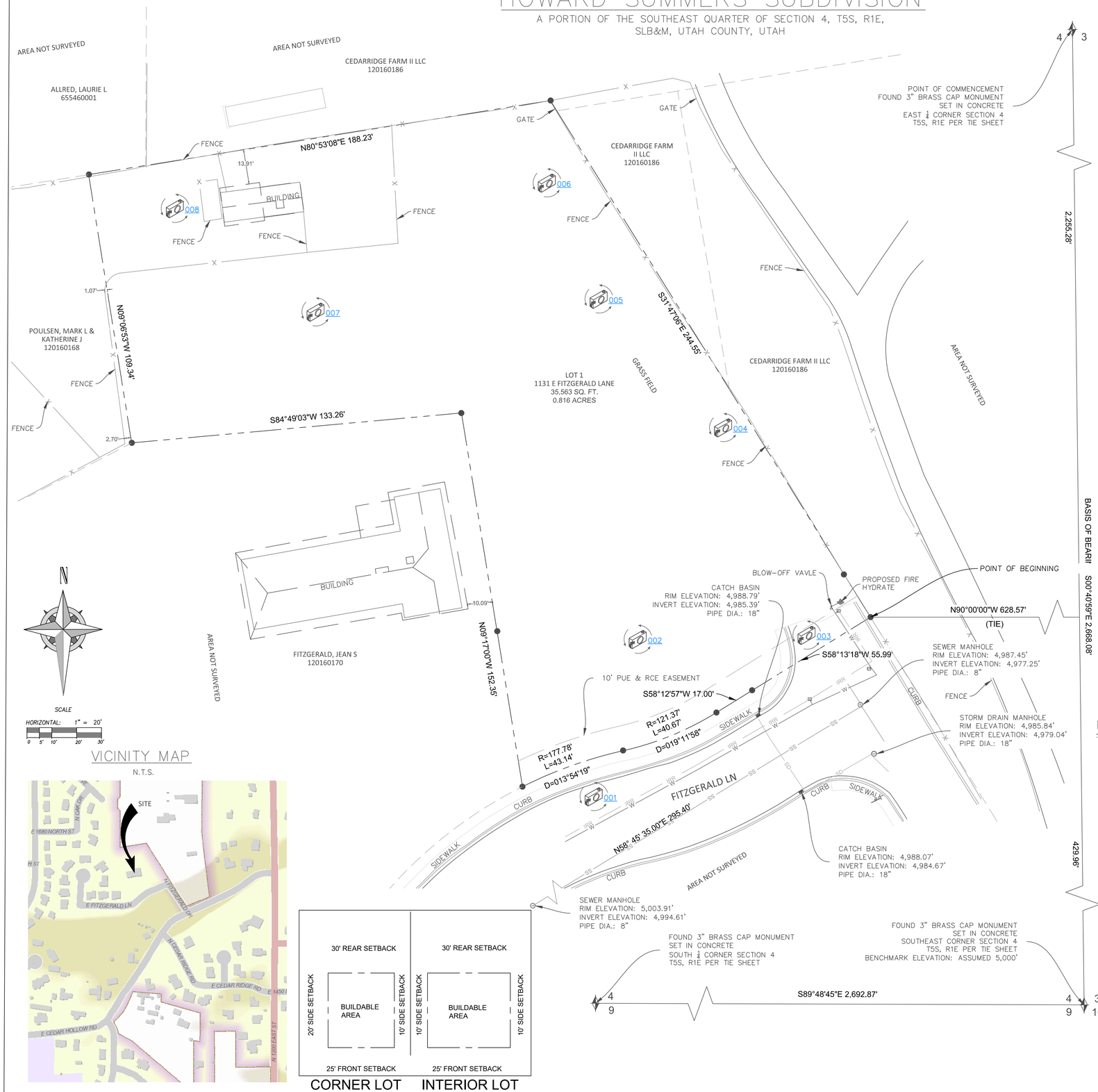
1. Please note that ALL of the DRC Redline and Prior to Recording of Plat comments MUST be completed before a preconstruction meeting can be scheduled.
2. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of 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 CITY COUNCIL APRIL 26th

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.

HOWARD SUMMERS SUBDIVISION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, T5S, R1E,
SLB&M, UTAH COUNTY, UTAH



N

SCALE

HORIZONTAL: 1" = 20'

0 5' 10' 20' 30'

VICINITY MAP

N.T.S.

NOTES

1. ALL DIMENSIONS SHOWN ARE IN US SURVEY FEET AND DECIMALS THEREOF.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY VARA 3D. ALL INFORMATION REGARDING RECORD EASEMENTS, BOUNDARIES, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON CAN BE OBTAINED FROM THE COUNTY OFFICES. THIS DRAWING DOES NOT GUARANTEE THE EXISTENCE OR ABSENCE OF ADDITIONAL EASEMENTS OR BOUNDARIES WITHIN THE PROJECT AREA.

3. FITZGERALD LANE WILL CONTINUE TO THE EAST WITH FUTURE CONNECTIVITY TO MESA AVENUE

LEGEND:

- PANORAMIC PHOTO LOCATION
- SIGN
- MONUMENT AS NOTED
- SET 5/8" REBAR AND CAP MARKED VARA3D (UNLESS OTHERWISE NOTED)
- STORM DRAIN MANHOLE
- PROPERTY BOUNDARY
- EASEMENT BOUNDARY
- NEIGHBOR BOUNDARY
- FENCE

VARA 3D
GEOSPATIAL SOLUTIONS
5693 S 675 E MURRAY, UT 84107
801-707-1012

SURVEYOR'S CERTIFICATE

I, JAMES VICTOR HEINRITZ, A REGISTER PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NUMBER 11072412-2201, AS PRESCRIBED BY THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I OR UNDER MY DIRECTION FOR AND IN BEHALF OF VARA3D, HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT WHICH IS ACCURATELY DESCRIBED HEREWITH, AND HAVE SUBDIVIDED THE TRACT OF LAND INTO A SUBDIVISION TO HEREAFTER BE KNOW AS HOWARD SUMMERS SUBDIVISION AND THE LOTS DESCRIBED COMPLY WITH LEHI CITY ZONING ORDINANCE AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT:

JAMES V. HEINRITZ, PLS 11072412-2201 DATE
FOR AND ON BEHALF OF VARA 3D, INC

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT AT THE EAST QUARTER CORNER OF SAID SECTION 4, WHENCE A BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 4, BEARS SOUTH 00°40'59" EAST A DISTANCE OF 2,668.08 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE SOUTH 00°40'59" EAST A DISTANCE OF 2,255.28 FEET ALONG SAID LINE;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 628.57 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 58°13'18" WEST A DISTANCE OF 55.99 FEET;
THENCE SOUTH 58°12'57" WEST A DISTANCE OF 17.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING CENTRAL ANGLE OF 19°11'58"
A RADIUS OF 121.37 FEET, AN ARC LENGTH OF 40.67 FEET AND A CHORD BEARING SOUTH 67°45'51" WEST
A DISTANCE OF 40.48 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING CENTRAL ANGLE OF 13°54'19"
A RADIUS OF 177.78 FEET, AN ARC LENGTH OF 43.14 FEET AND A CHORD BEARING SOUTH 70°22'29" WEST
A DISTANCE OF 43.04 FEET TO A NON-TANGENT LINE;
THENCE NORTH 09°17'00" WEST A DISTANCE OF 152.35 FEET;
THENCE SOUTH 84°49'03" WEST A DISTANCE OF 133.26 FEET;
THENCE NORTH 09°06'53" WEST A DISTANCE OF 109.34 FEET;
THENCE NORTH 80°53'08" EAST A DISTANCE OF 188.23 FEET;
THENCE SOUTH 31°47'06" EAST A DISTANCE OF 244.55 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 42,231 SQUARE FEET OR 0.969 ACRES.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THE MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS STREETS, AND EASEMENTS AND DO HEARBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 20____.

HOWARD SUMMERS AMBER SUMMERS

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

NUMBER

NOTARY PUBLIC (SIGNATURE) PRINTED NAME MY COMMISSION EXPIRES:
RESIDING IN UTAH COUNTY, STATE OF UTAH

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____. A.D.20____, BY THE PLANNING COMMISSION.

DIRECTOR-SECRETARY CHAIRMAN, PLANNING COMMISSION

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECTS TO THE CONDITIONS AND RESTRICTIONS STATED HEREON AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____. A.D.20____.

MAYOR: _____

APPROVED: _____ ATTEST: _____
CITY ENGINEER (SEE SEAL BELOW) CLERK/RECORDER (SEE SEAL BELOW)

HOWARD SUMMERS SUBDIVISION

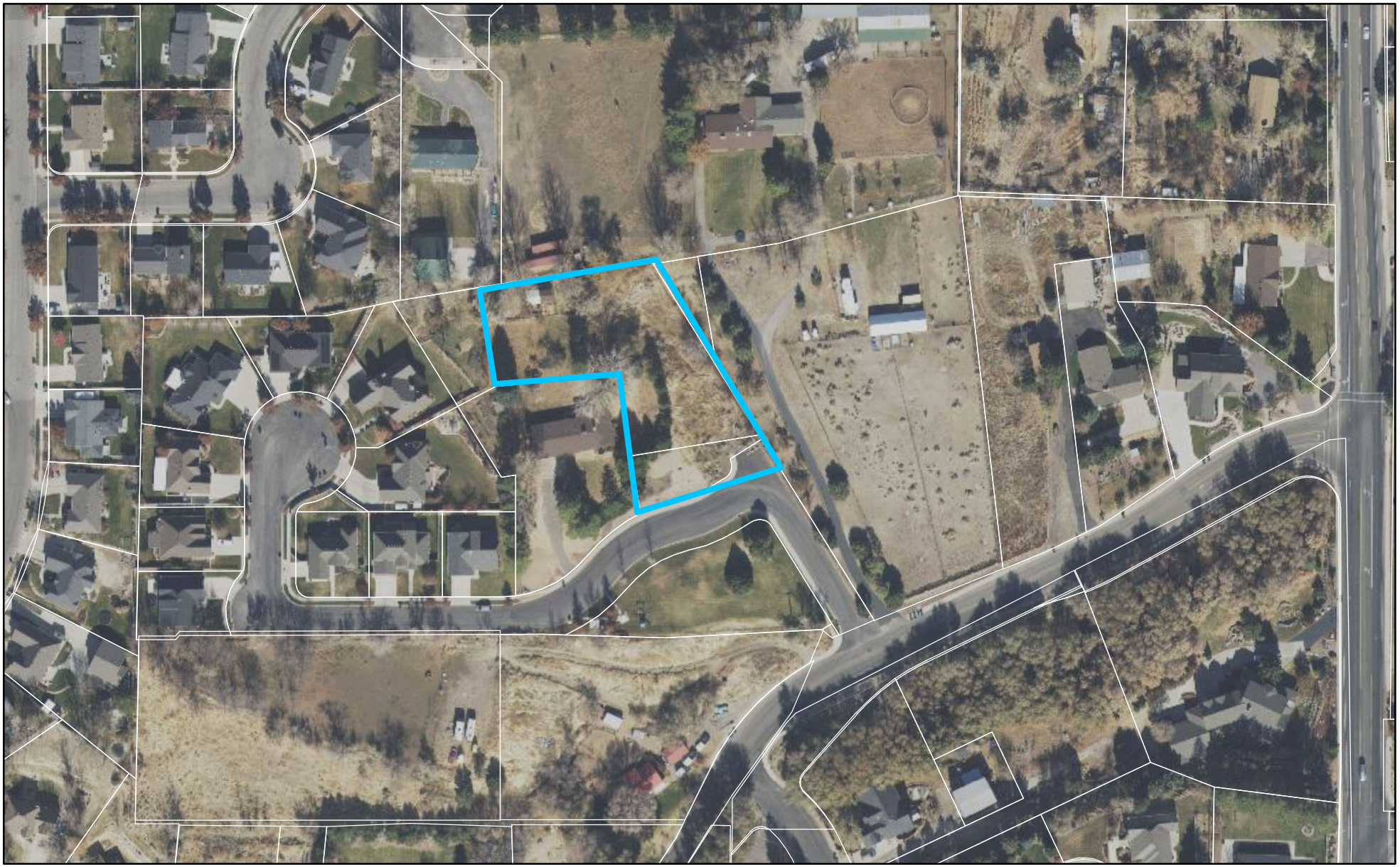
A RESIDENTIAL SUBDIVISION
LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 20' SHEET 1 OF 1

SURVEYORS SEAL	CITY ENGINEER'S SEAL	CITY RECORDER'S SEAL	COUNTY RECORDERS SEAL

Summers One Lot Subdivision

Aerial



0 180 360 Feet

LEHI CITY

HOWARD SUMMERS SUBDIVISION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 4, T5S, R1E, SLB&M, UTAH COUNTY, UTAH

R-1-15

KEYNOTES:

01 DRIVE APPROACH PER LEHI CITY STANDARD RD-11 (DETAIL 1 ON C200)

02 3" THICK DRIVEWAY

03 SAWCUT AND REPAIR PER LEHI CITY STANDARD WT-01 (DETAIL 5 ON C200)

04 ¾" POLY WATER LATERAL PER LEHI CITY STANDARD WT-06 (DETAIL 9 ON C200)

05 4" SDR-35 SEWER LATERAL PER LEHI CITY STANDARD SD-05 (DETAIL 4 ON C200)

06 FIRE HYDRANT PER LEHI CITY STANDARD WT-02 AND WT-05 (DETAIL 6 & 8 ON C200)

07 BLOW OFF VALVE PER LEHI CITY STANDARD SD-04 (DETAIL 3 ON C200)

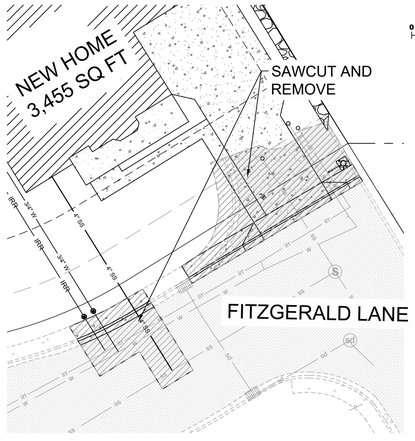
08 SEWER CLEANOUT PER LEHI CITY STANDARD SD-04 (DETAIL 3 ON C200)

09 2' HIGH BACK CURB, GUTTER AND SIDEWALK PER LEHI CITY STANDARD RD-05 (DETAIL 2 ON C200)

10 PROPOSED RETAINING WALL LOCATION (SIZE AND LOCATION TO BE SUBMITTED AT TIME OF BUILDING PERMIT)

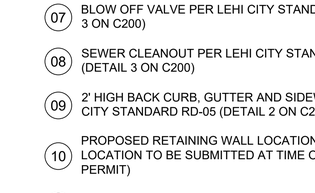
11 6' HIGH 'NO CLIMB' AGRICULTURAL FENCE

12 ¾" POLY IRRIGATION LATERAL PER LEHI CITY STANDARD WT-08 (DETAIL 10 ON C200)

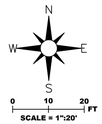


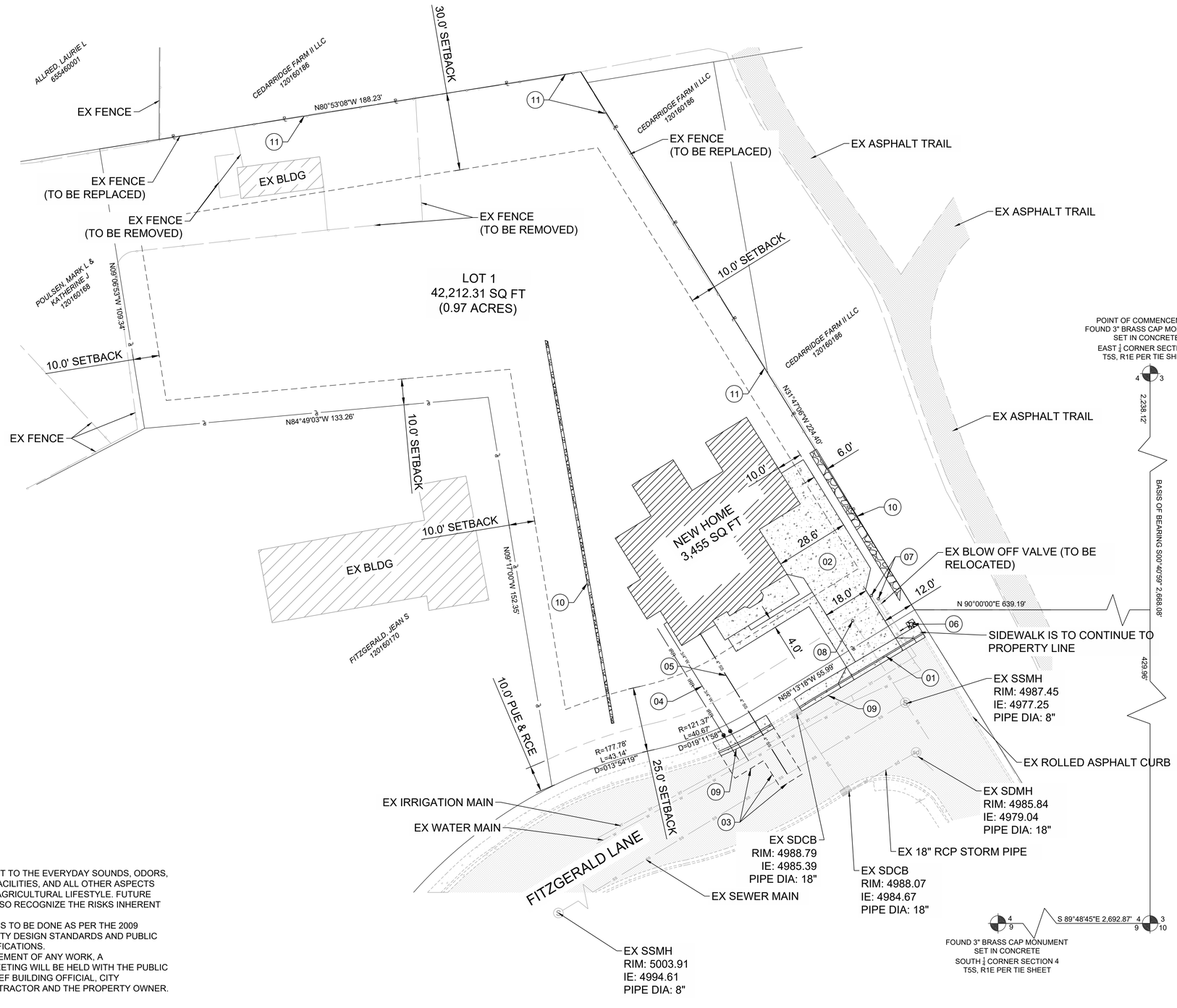
1 DEMOLITION

SCALE: NONE



THE CONTRACTOR IS TO CALL BLUE STAKES PRIOR TO ANY CONSTRUCTION.





CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. IF A CONFLICT IS IDENTIFIED, THE ENGINEER OF RECORD SHOULD BE CONTACTED IMMEDIATELY, PRIOR TO ANY FURTHER WORK BEING DONE RELATED TO THE ISSUE. CONTRACTOR IS TO BEGIN CONSTRUCTION AT LOW SIDE OF ALL GRAVITY LINES.

NOTES

1. THIS AREA IS SUBJECT TO THE EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
2. ALL CONSTRUCTION IS TO BE DONE AS PER THE 2009 EDITION OF THE LEHI CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
3. PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING WILL BE HELD WITH THE PUBLIC WORKS DIRECTOR, CHIEF BUILDING OFFICIAL, CITY INSPECTORS, THE CONTRACTOR AND THE PROPERTY OWNER.

IRE CIVIL
1246 E Driggs Ave
SLC, UT 84106
isaac@irecivil.com (801) 860-2191

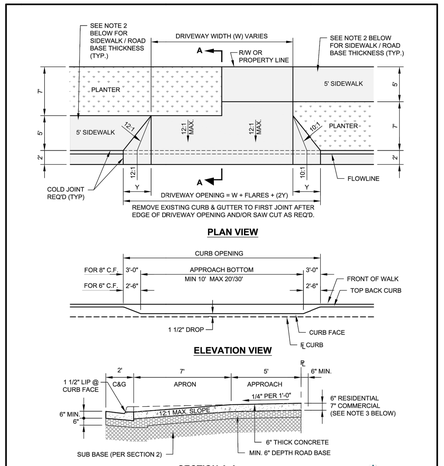
PROFESSIONAL ENGINEER
4/5/2022
No. 9752808
ISAAC J.
RICHES
STATE OF UTAH

SUMMERS HOME
1131 EAST FITZGERALD LANE
LEHI, UTAH 84043

CLIENT/DEVELOPER CONTACT
NAME: HOWARD SUMMERS
ADDRESS: 1131 EAST FITZGERALD LANE LEHI, UTAH 84043
PHONE: (801) 910-4132
EMAIL:

REV	COMMENT

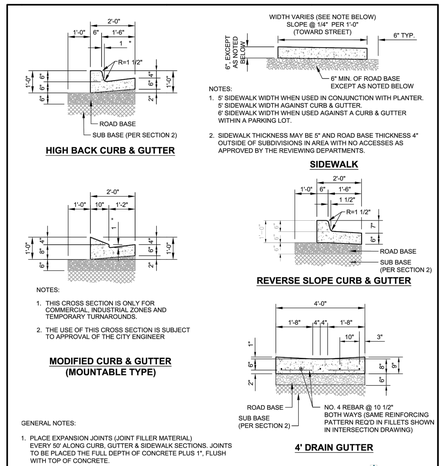
SHEET NO.
C100
SITE PLAN



LEHI CITY

LEHI CITY STANDARD DETAIL	
FLARED DRIVE APPROACH	
RD-11	DATE: JANUARY 2022

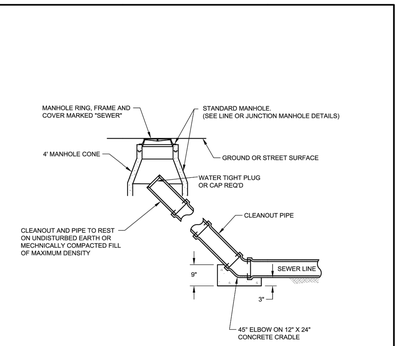
1 LEHI CITY DRIVE APPROACH
SCALE: NONE



LEHI CITY

LEHI CITY STANDARD DETAIL	
CURB, GUTTER AND SIDEWALK	
RD-05	DATE: JANUARY 2022

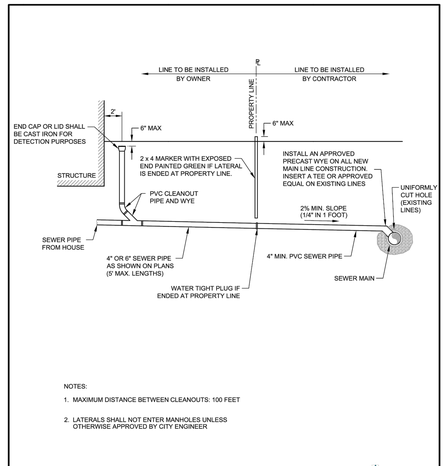
2 LEHI CITY CURB, GUTTER AND SIDEWALK
SCALE: NONE



LEHI CITY

LEHI CITY STANDARD DETAIL	
TEMPORARY SEWER MAIN CLEANOUT	
SD-04	DATE: JANUARY 2022

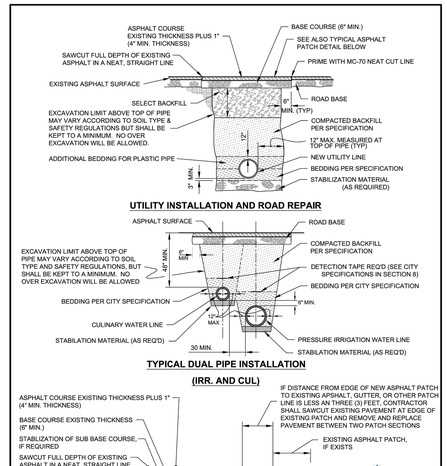
3 LEHI CITY SEWER CLEANOUT
SCALE: NONE



LEHI CITY

LEHI CITY STANDARD DETAIL	
SEWER LATERAL	
SD-05	DATE: JANUARY 2022

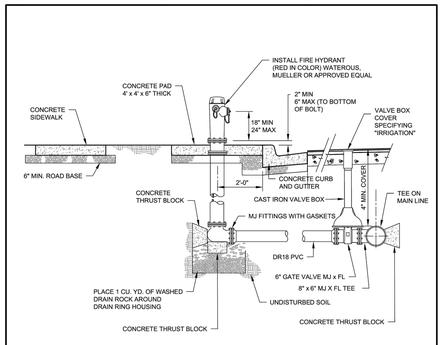
4 LEHI CITY SEWER LATERAL
SCALE: NONE



LEHI CITY

LEHI CITY STANDARD DETAIL	
UTILITY TRENCHING	
WT-01	DATE: JANUARY 2022

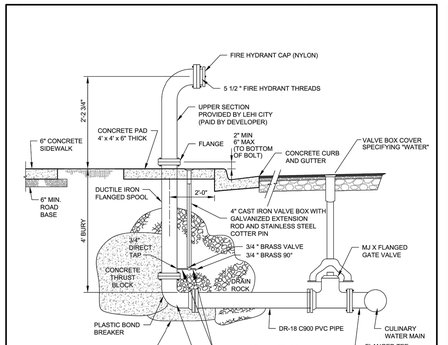
5 LEHI CITY UTILITY TRENCHING
SCALE: NONE



LEHI CITY

LEHI CITY STANDARD DETAIL	
FIRE HYDRANT	
WT-02	DATE: JANUARY 2022

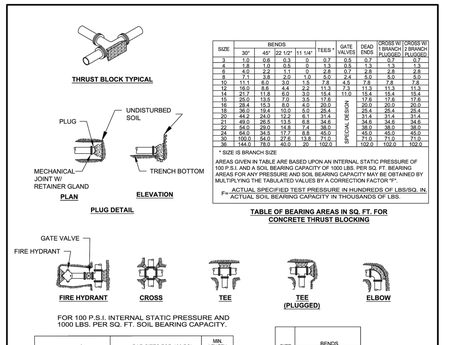
6 LEHI CITY FIRE HYDRANT
SCALE: NONE



LEHI CITY

LEHI CITY STANDARD DETAIL	
BLOW-OFF	
WT-03	DATE: JANUARY 2022

7 LEHI CITY BLOW-OFF VALVE
SCALE: NONE



SIZE	BENDS				TEES	GATE VALVES	DEAD ENDS	CROSS W/ THROUGH RUN FLOW	CROSS W/ CROSS FLOW PLUGGED
	90°	45°	22 1/2°	11 1/4°					
3	1.0	0.6	0.3	0	0.7	0.5	0.7	0.7	0.7
4	1.8	1.0	0.5	0	1.3	0.5	1.3	1.3	1.3
6	4.0	2.2	1.1	0	2.8	0.7	2.8	2.8	2.8
8	7.1	3.9	2.0	1.0	4.9	2.5	4.9	4.9	4.9
10	11.1	6.0	3.0	1.5	7.6	2.5	7.6	7.6	7.6
12	16.0	8.6	4.4	2.2	11.3	7.5	11.3	11.3	11.3
14	21.7	11.8	6.0	3.0	15.4	11.0	15.4	15.4	15.4
16	28.0	13.5	7.0	3.5	17.8		17.8	17.8	17.8
18	35.5	19.1	9.0	4.5	25.2		25.2	25.2	25.2
20	44.2	24.0	12.2	6.1	31.4		31.4	31.4	31.4
21	49.0	26.5	13.5	6.8	34.6		34.6	34.6	34.6
24	64.0	29.0	14.8	7.4	38.0		38.0	38.0	38.0
30	100.0	54.0	27.0	13.5	43.0		43.0	43.0	43.0
36	144.0	77.0	37.0	19.0	102.0		102.0	102.0	102.0

* SIZE IS BRANCH SIZE

AREAS GIVEN IN TABLE ARE BASED UPON AN INTERNAL STATIC PRESSURE OF 100 P.S.I. AND A SOIL BEARING CAPACITY OF 1000 LBS. PER SQ. FT. BEARING AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F".

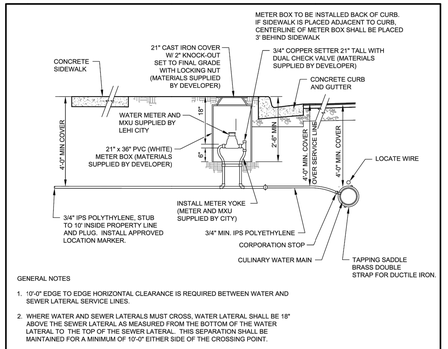
F= ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS/SQ. IN. / ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF LBS.

SIZE	BENDS			
	45°	22 1/2°	11 1/2°	
3	2.2	1.1	0.6	
4	3.9	2.0	1.0	
6	14.6	7.5	3.7	
8	26.3	13.2	6.6	
10	40.5	20.7	10.3	
12	58.5	30.0	14.9	
14	79.5	40.7	20.2	
16	104.0	53.5	26.5	
18		67.3	33.4	
20		83.0	41.0	
21			45.5	
24	SPECIAL DESIGN REQUIRED		59.0	
30			59.0	
36				

LEHI CITY

LEHI CITY STANDARD DETAIL	
THRUST BLOCKING	
WT-05	DATE: JANUARY 2022

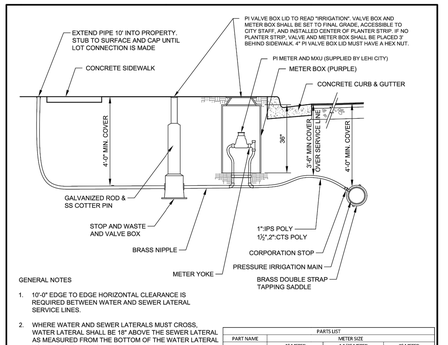
8 LEHI CITY THRUST BLOCKING
SCALE: NONE



LEHI CITY

LEHI CITY STANDARD DETAIL	
CULINARY SERVICE CONNECTION	
WT-06	DATE: JANUARY 2022

9 LEHI CITY WATER LATERAL
SCALE: NONE



PARTS LIST			
PART NAME	METER SIZE		
	1" METER	1 1/2" METER	2" METER
SETTER	FORD VB-76-1SW-15-44	FORD VBB76-15-15-66	FORD VBB77-15-15-77
NIPPLE	3/4X1 BRASS	1-1/2X12 BRASS	2X12 BRASS
STOP AND WASTE	FORD BC-11-444-SW-1	FORD B11-666W-W-NL 1-1/2	Ford B11-777W-W-NL2
RING		DBL1-22HI	
RING ADAPTER	N/A	L-2330 30 O MTR ADPT RING	
LID	DFW1ALIT-5MM-T-RRNG-LID PURPLE		
METER INSULATOR	4x28 FOAM	4x30 FOAM	
VALVE BOX	10D CAST IRON W/HEX NUT		
BASE	N/A		M-9096-DS
ROD	M-9080 W/COTTER OSW EXT KIT		
METER BOX	SIGMA RMP-2424SN-PTR	SIGMA RMP-2030SN-PTR	
SERVICE LINE	1" IPS POLY	1 1/2" CTS POLY	2" CTS POLY

*LISTED MODEL NUMBERS OR APPROVED EQUAL REQUIRED

LEHI CITY

LEHI CITY STANDARD DETAIL	
PRESSURE IRRIGATION SERVICE CONNECTION	
WT-08	DATE: JANUARY 2022

10 LEHI CITY IRRIGATION CONNECTION
SCALE: NONE

1246 E Driggs Ave
SLC, UT 84106
isaac@irecivil.com (801) 860-2191

PROFESSIONAL ENGINEER
4/5/2022
No. 9752808
ISAAC J. RICHES
STATE OF UTAH

SUMMERS HOME

1131 EAST FITZGERALD LANE
LEHI, UTAH 84043

CLIENT/DEVELOPER CONTACT
NAME: **HOWARD SUMMERS**
ADDRESS: **1131 EAST FITZGERALD LANE LEHI, UTAH 84043**
PHONE: **(801) 910-4132**
EMAIL:

REV	COMMENT

SHEET NO.
C200
DETAILS

Summers One Lot Subdivision

General Plan

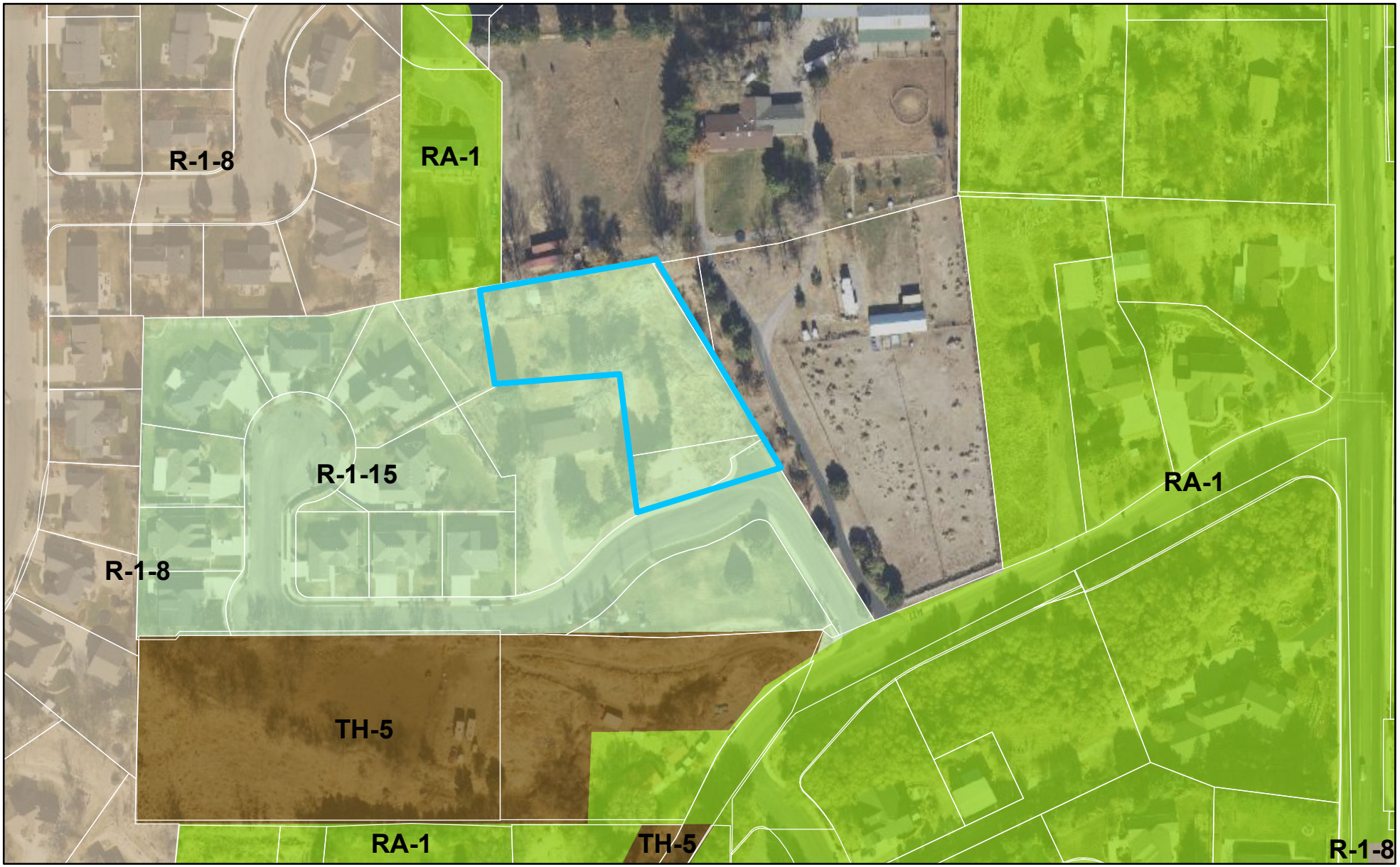


0 180 360 Feet

LEHI CITY

Summers One Lot Subdivision

Zoning



0 180 360 Feet

LEHI CITY

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-33, approving an Interlocal Cooperation Agreement between Utah County and Lehi City for the 2300 West roadway widening project.

Suggested Action:

Attachments:

Res 2022-33.docx

Lehi 2300 West Widening 3 9 22 (Final for Council approval).docx

LEHI CITY

RESOLUTION NO. 2022-33

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND LEHI CITY FOR THE 2300 WEST ROADWAY WIDENING 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, Lehi City and Utah County desire to facilitate the construction of a roadway project known as the 2300 West Roadway Widening Project which consists of realigning the intersection of 1300 West and North County Boulevard;

WHEREAS, on April 26, 2022, 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 Utah County; 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 26th day of April, 2022.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

Agreement No. 2022-

INTER-LOCAL COOPERATION AGREEMENT
between
UTAH COUNTY and
LEHI CITY

For A Project Known As

2300 West Roadway Widening

THIS AGREEMENT, made and entered into this (chose day) day of March 2022, by and between **UTAH COUNTY (Program Manager)**, a political subdivisionof the State of Utah, with principle offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **LEHI CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principle offices located at 153 North 100 East, Lehi, UT 84043.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation 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, pursuant to Utah Code Ann. § 59-12-1903 (2008) (now Utah Code Ann. § 59-12-2218), the County adopted Ordinance No. 2008-26 to enact a sales and use tax ("3rd Quarter Tax") of 0.25% upon certain transactions described therein; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a roadway project known as **2300 West Roadway Widening** (**Approved Project**) which consists of realigning the intersection of 1300 West and North County Boulevard; and

WHEREAS, the Mountainland Metropolitan Planning Organization ("MPO") Regional Planning Committee determined that the Approved Project should receive a portion of the revenues of the 3rd Quarter Tax not to exceed $6,876,924 in 2022; and

WHEREAS, the Program Manager and the Project Sponsor held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

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 Utah County Public Works Director 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 Utah County Clerk/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 this 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 –** Roadway Widening and reconstruction (if necessary) of 2300 West from Main Street to 2100 North to 5 lanes, including sidewalks.

2) **Project Initiation** - 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 designated project engineer will be responsible for the completion of the project.

3) **Project Development** - The Project Sponsor and the designated project engineer, will design, acquire the necessary Right 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 its 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). The Project Sponser must also follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.).

    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, and

(4) 90% Plans, Specifications and Estimate.

d) **Final Design Approval** - Once project design is complete 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.

f) **Procurement -** Advertising of the Approved Project will follow the Project Sponsors established procurement policies. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of 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 during the Project Development process or withhold reimbursement of invoices during the Construction Process if the Program Manager deems that the 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, 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 $7,376,300 (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. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any. 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 items:
      i) Property or Public Utility Easements (PUE's) dedicated to Lehi City within the project corridor after October 01, 2020
      ii) Pavement improvements constructed within the project corridor after October 01, 2020.
      iii) Preliminary Engineering or survey design costs related to the Approved Project that are expended after October 01, 2020.

   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 County Transportation Sales Tax Funds begin on January 1st. The Approved Project has been approved for $6,876,924 in 2022.

c) **Reimbursement -** The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with quarterly or bi-annual 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. 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 shall not exceed $6,876,924 (Total Project Cost less Matching Funds). Any costs which exceed $6,876,924 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.

d) **Cost Overruns -** The Program Manager maintains an 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 project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.

e) **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 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) **Ownership and Maintenance of Approved Project** - 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: (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 contract 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 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. This agreement shall be referenced in this agreement as an 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:

UTAH COUNTY

Authorized and passed on this (chose day) day of March 2022,

Board of Commissioners
UTAH COUNTY, UTAH

_____
Thomas V. Sakievich, Commission Chair

ATTEST:
Josh Daniels
Utah County Clerk/ Auditor

_____
Deputy Clerk/ Auditor

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:
David O. Leavitt
Utah County Attorney

By: _____
Deputy Utah County Attorney

LEHI CITY

Authorized by Resolution No. ,
this (chose day) day of March 2022,

LEHI CITY
UTAH COUNTY, UTAH

_____
Mark Johnson, Mayor

ATTEST:

_____
City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-34, approving an agreement with A/C Excavation Inc. for excavation projects.

Suggested Action:

Attachments:

Res 2022-34.docx

Agreement-AC Excavation.docx

LEHI CITY

RESOLUTION NO. 2022-34

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT WITH A/C EXCAVATION INC. FOR EXCAVATION PROJECTS

WHEREAS, Lehi City ("City") desires to contract for the excavation projects for the power department;

WHEREAS, the City issued RFP No. 2022-03 to invite qualified firms and companies to bid on the proposed work; and

WHEREAS, based on A/C Excavation's RFP submittal, the City selected and now desires to contract with A/C Excavation to perform the work as specified in the RFP; and

WHEREAS, on April 26, 2022, 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 with A/C Excavation 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 between Lehi City and A/C Excavation 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 26th day of April, 2022.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR POWER EXCAVATION

THIS AGREEMENT FOR POWER EXCAVATION ("Agreement") is made and entered into this ____ day of _____, 2022, ") and effective as of the date the last party signs below ("Effective Date") between Lehi City whose principal place of business is located at 153 North 100 East, Lehi, Utah 84043 ("City") and A/C Excavation, Inc., whose principal place of business is located at 1584 W 900 N, Lehi, UT 84043 ("Contractor").

WHEREAS, City desires to hire a contractor to provide excavations for projects under $125,000, to include open trenching, directional boring and laying of conduit; and

WHEREAS, City issued RFP 2022-03 to identify companies which would best serve the needs of the City to perform this on-going work for various projects for a period of two (2) years with an optional one-year extension; and

WHEREAS, Contractor submitted its proposal to provide such work and its proposal appears to be the lowest responsible and responsive proposal received; and

WHEREAS, City desires to contract with Contractor pursuant to the RFP and the submitted proposal;

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to provide excavations for the Lehi City Power Department for projects under one hundred twenty-five thousand dollars ($125,000), including providing open trenching and directional boring and laying conduit at appropriate depths pursuant to the Bid Sheet (submitted as part of Contractor's response to RFP 2022-03), attached hereto as Exhibit A. Projects where the initial estimated cost exceeds $125,000 will be bid according to the City's procurement policy.

2. Term. This Work shall commence immediately upon the Effective Date and shall continue for a period of two (2) years. This Agreement may be extended for an additional one-year period upon the written mutual agreement of the parties.

3. Payment. Upon Contractor satisfactorily completing the Scope of Services required by the Statement of Work for any given project and approval being authorized by the Power Director or Engineering Manager, City shall pay Contractor upon receipt of a detailed invoice therefor which matches the work performed to the unit pricing according to the Bid Sheet attached as Exhibit A. The prices identified on Exhibit A shall not be exceeded without prior written approval of the City.

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

contemplated by this section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.

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

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

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

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

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

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

7. Taxes.

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

8. Indemnification and Insurance.

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

8.2 Contractor, at its own expense, shall provide for the payment of workers' compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and Federal laws.

8.3 Contractor, at its own expense, shall maintain comprehensive general liability insurance in amounts including but not limited to $1,000,000 per occurrence and $3,000,000 general aggregate.

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

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

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

9. Performance and Warranty Bonds or Letters of Credit.

9.1 Prior to commencing work on the Scope of Service, Contractor must provide the City with payment and performance bonds for 100% of the Payment. The completed payment and performance bonds shall be attached hereto as Exhibit B. In the event that Contractor fails to provide payment and performance bonds within 10 days of the Effective Date, this Agreement shall be void.

9.2 The purpose of the payment and performance bonds is to guarantee the proper completion by Contractor of the Work as contemplated by this Agreement.

9.3 The payment and performance bonds shall remain valid until the City approves of and accepts the Work, as set forth in Section 9.4.

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

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

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

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

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

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

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

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

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

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

17. Force Majeure. Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, pandemics, transportation stoppages or slowdowns or the

inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

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

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

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

[*signature page follows*]

Dated the _____ day of _____, 2022.

A/C Excavation, Inc.

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2022, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ A/C Excavation, Inc. and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board) and said _____ acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2022.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A

A/C Excavation Response to RFP 2022-03 (including Excavation Bid Tab)

EXHIBIT B – Performance/Payment Bonds

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #27-2022, dissolving the Millpond Redevelopment Project Area.

Suggested Action:

Attachments:

Ord 27-2022.docx

LEHI CITY ORDINANCE

NO. 27-2022

AN ORDINANCE DISSOLVING THE MILLPOND REDEVELOPMENT PROJECT AREA

WHEREAS, the Lehi City Redevelopment Agency (the "**Agency**") and Lehi City adopted The Millpond Redevelopment Project Area Plan (the "**Project Area Plan**") for the Millpond Project Area (the "**Project Area**") pursuant to the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated ("**UCA**") and its predecessor statutes (the "**Act**"), on October 21st, 1986; and

WHEREAS, the Agency has adopted a resolution dissolving the Project Area; and

WHEREAS, UCA § 17C-1-702(1)(b) of the Act mandates that the Project Area remains in existence until the community legislative body adopts an ordinance dissolving the Project Area; and

WHEREAS, the City Council of Lehi City desires to dissolve the Project Area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lehi as follows**:**

1. Lehi City hereby dissolves the Millpond Redevelopment Project Area, the respective boundaries of which are shown and described on the legal descriptions and map attachedhereto as **Exhibit A** and incorporated herein by this reference.

2. City and Agency staff are hereby authorized and directed to take all actions necessary to dissolve the Project Area pursuant to UCA § 17C-1-702.

3. This ordinance takes effect upon its publication and recording, but not sooner than 15 days from this date.

DATED this_____day of April, 2022.

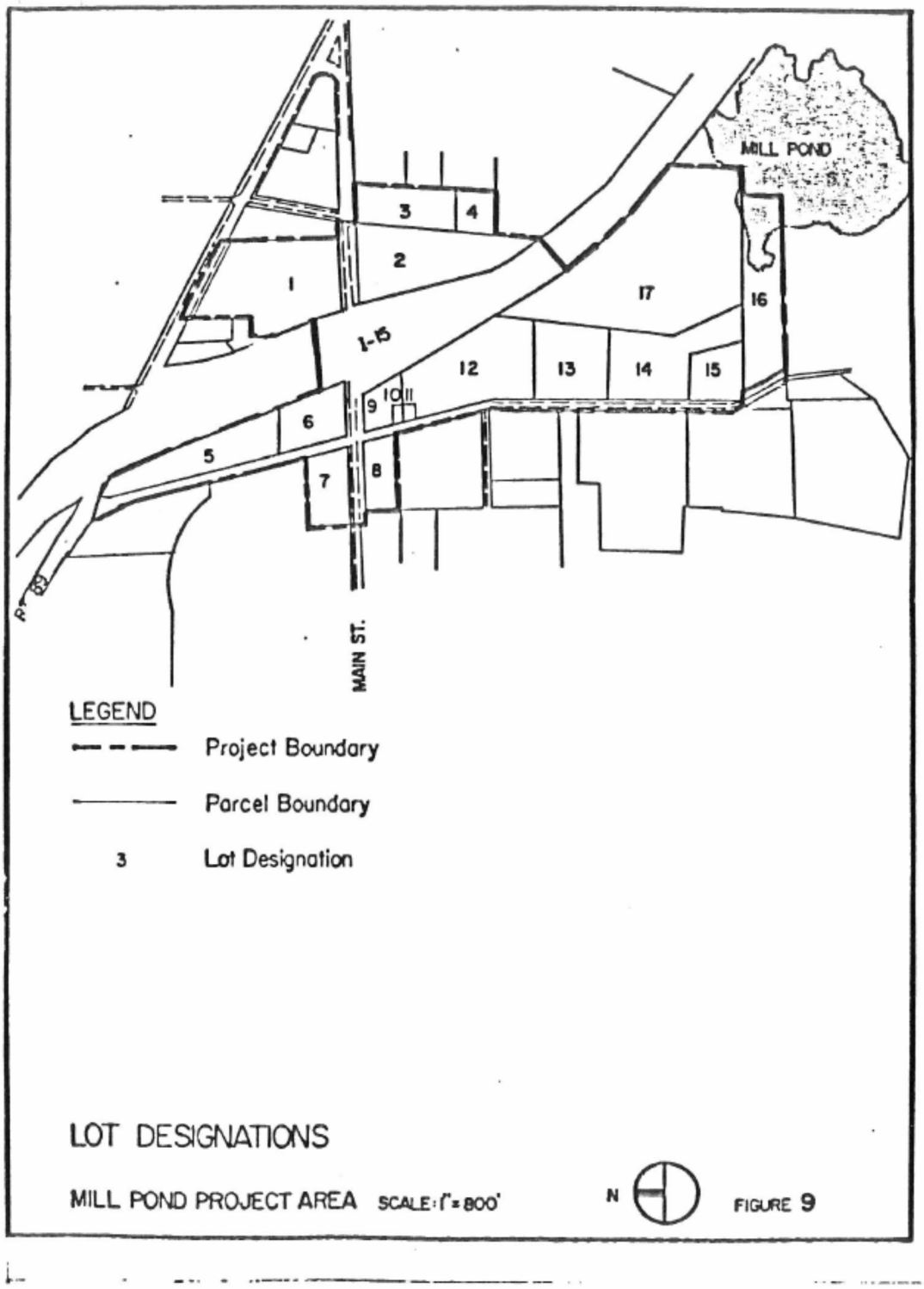
_____
Mark Johnson, Mayor

Attested and recorded:

_____
Teisha Wilson
City Recorder

EXHIBIT A

Project Area Map and Legal Description



A. Description of the Redevelopment Project Area

The Mill Pond Neighborhood Development Project Area, hereinafter referred to as the project area, is enclosed within the following boundaries:

Beginning at a point which is South 1,223.72 feet and East 564.68 feet from the North Quarter corner, Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along the following courses and distances: North 01°52'32" West 272.70 feet, more or less; thence North 87°55'18" East 434.41 feet more or less; thence North 12°59'55" West 423.32 feet more or less; thence North 13°13'36" West 324.72 feet more or less; thence North 14°20'43" West 419.96 feet more or less; thence North 25°55'44" West 215.98 feet more or less; thence South 33°58'27" East 316.43 feet more or less; thence South 86°23'17" East 20.85 feet more or less; thence South 30°38'17" East 668.17 feet more or less; thence South 24°52'47" East 495.00 feet more or less; thence South 18°23'47" East 14.48 feet more or less; thence South 90°00'00" East 457.26 feet more or less; thence North 13°36'57" West 216.17 feet more or less; thence North 12°25'32" West 69.29 feet more or less; thence South 90°00°00" East 90.42 feet more or less; thence North 02°30'00" East 414.48 feet more or less; thence South 58°07'42" East 610.43 feet more or less; thence South 00°00'00" East 633.27 feet more or less; thence North 87°47'00" East 140.02 feet more or less; thence South 00°00'00" East 90.78 feet more or less; thence South 89°56'56" East 237.57 feet more or less; thence South 04°45'44" West 652.87 feet more or less; thence South 04°45'41" West 261.66 feet more or less; thence North 86°03'33" West 257.39 feet more or less; thence South 04°52'00" West 279.24 feet more or less; thence South 04°52'00" West 387.58 feet more or less; thence South 43°47'48" East 345.84 feet more or less; thence South 49°43'29" East 345.28 feet more or less; thence South 04°56'02" West 439.15 feet more or less; thence South 85°44'32" West 154.65 feet more or less; thence South 00°07'17" East 176.84 feet more or less; thence South 90°00'00" West 1197.75 feet more or less; thence North 28°52'15" West 191.79 feet more or less; thence South 88°35'49" West 79.64 feet more or less; thence North 22°00'00" West 95.15 feet more or less; thence North 00°48'47"

East 1519.43 feet more or less; thence North 04°01'37" West 68.78 feet more or less; thence North 13°43'53" West 562.70 feet more or less; thence North 34°49'28" West 15.97 feet more or less; thence South 87°07'50" West 492.82 feet more or less; thence North 00°19'11" West 214.51 feet more or less; thence South 88°10'58" West 93.82 feet more or less; thence North 04°03'36" West 101.08 feet more or less to the point of beginning.

The above described property consists of:

Total acreage	=	114.44 acres
Less public streets and highways	=	30.80 acres
Total area of privately owned property approximately		83.64 acres

Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: April 26, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #28-2022, dissolving the Alpine Highway Community Development Project Area.

Suggested Action:

Attachments:

Ord 28-2022.docx

LEHI CITY ORDINANCE

NO. 28-2022

AN ORDINANCE DISSOLVING THE ALPINE HIGHWAY COMMUNITY DEVELOPMENT PROJECT AREA

WHEREAS, the Lehi City Redevelopment Agency (the "**Agency**") and Lehi City adopted The Alpine Highway Community Development Project Area Plan (the "**Project Area Plan**") for the Alpine Highway Community Development Project Area (the "**Project Area**") pursuant to the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated ("**UCA**") and its predecessor statutes (the "**Act**"), on December 26, 2014; and

WHEREAS, the Agency has adopted a resolution dissolving the Project Area; and

WHEREAS, UCA § 17C-1-702(1)(b) of the Act mandates that the Project Area remains in existence until the community legislative body adopts an ordinance dissolving the Project Area; and

WHEREAS, the City Council of Lehi City desires to dissolve the Project Area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lehi as follows**:**

1. Lehi City hereby dissolves the Alpine Highway Community Development Project Area, the respective boundaries of which are shown and described on the legal descriptions and map attachedhereto as **Exhibit A** and incorporated herein by this reference.

2. City and Agency staff are hereby authorized and directed to take all actions necessary to dissolve the Project Area pursuant to UCA § 17C-1-702.

3. This ordinance takes effect upon its publication and recording, but not sooner than 15 days from this date.

DATED this_____day of April, 2022.

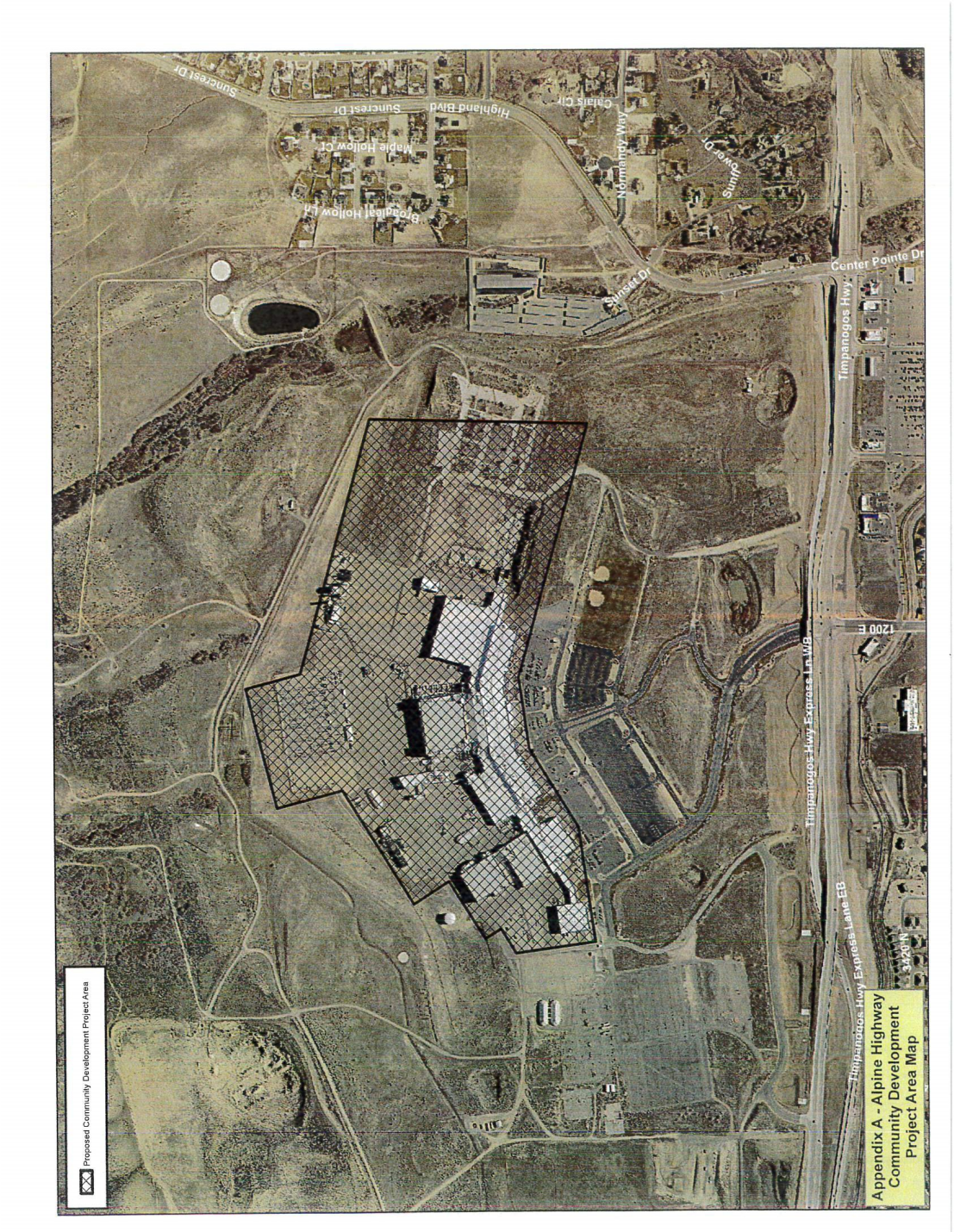
_____
Mark Johnson, Mayor

Attested and recorded:

_____
Teisha Wilson
City Recorder

EXHIBIT A

Project Area Map and Legal Description



The Alpine Highway Community Development Project Area has the following boundaries and is described as:

A parcel of land located in the East half of Section 28 and the Southwest Quarter of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said parcel being further described as follows:

Beginning at point that is N49° 33' 54”E 689.864 feet from the South quarter corner of said Section 28 (N0°01’31”W 447.433 feet along the west line of the southeast quarter of said Section 28 and EAST 525.281 from the South quarter corner of said Section 28) a standard Utah County brass cap monument; and running thence along the boundary of Parcel 110290036 as recorded in the Office of the Utah County Recorder the following ten (10) courses and distances (1) N07° 36' 13"W 561.630 feet; thence (2) N57° 40' 47"E 197.972 feet; thence (3) N32° 19' 13"W 130.000 feet; thence (4) N57° 40' 51"E 470.000 feet; thence (5) N32° 19' 13"W 292.138 feet; thence (60 N57° 40' 47"E 927.501 feet; thence (7) N14° 38' 07"W 470.873 feet; thence (8) N75° 21' 53"E 850.000 feet; thence (9) S14° 38' 07"E 393.198 feet; thence (10) S74° 14' 09"E 895.770 feet; thence S74° 14' 09"E 922.145 feet to the easterly boundary of Parcel 110290043 as recorded in the Office of the Utah County Recorder; thence along said easterly boundary S01° 24' 45"W 1527.676 feet; thence N74° 14' 09"W 865.938 feet to the boundary of said Parcel 110290036; thence along the boundary of said Parcel 110290036 the following four (4) courses and distances (1) N74° 14' 09"W 945.256 feet; thence (2) S81° 45' 51"W 494.185 feet; thence (3) S57° 45' 51"W 643.508 feet; thence (4) S81° 48' 12.00"W 794.602 feet to the point of beginning. The above described parcel contains 5,505,882 square feet or 126.398 acres more or less.