Lehi City Council Meeting
Agenda
May 23, 2023

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

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Moderate Income Housing Goals Discussion

   2.2. Conservation Easement Discussion

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

6. Consideration of Adjourning into a Closed Session to discuss the character, professional competence, or physical or mental health of an individual.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

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

3. Consent Agenda

   3.1. Approve Purchase Orders
   PO Index.pdf
   Integrity Inspection PO.pdf

PO Request - Stuart C Irby - $349500.pdf

3.2. Approve Surplus Items
Fleet Surplus Items for Council Approval.pdf

3.3. Approve Minutes from the April 25, 2023 City Council Meeting.

Regular Agenda

4. Consideration of Resolution #2023-25 adopting the Budget and Consolidated Fee Schedule for the City of Lehi for Fiscal Year 2024.
Petitioner: Lehi City
Res 2023-25.docx
FY 2024 Fee Schedule.pdf
FY 2024 MAYOR'S TENTATIVE BUDGET.pdf

5. Consideration of Resolution #2023-26 taking formal action to pick up required employee contributions in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System.
Petitioner: Lehi City
Res 2023-26.docx

6. Consideration of Resolution #2023-30 approving a first amendment tot he agreement between Lehi City and SIRQ Construction for the pre-construction and construction management/general contractor services for Station 84.
Petitioner: Lehi City
Res 2023-30.docx
Agreement-First Amendment to Fire Station 84 Preconstruction Services Agreement (SIRQ).pdf

7. Consideration of Resolution #2023-29 approving an agreement between Lehi City and Integrity Inspection Solutions for the 1100 West sewer pipe lining project.
Petitioner: Lehi City
Res 2023-29.docx
Agreement-1100 West Lining Service (Integrity Inspection Solutions).docx
2023 1100 West Sanitary Sewer Rehabilitation Project.pdf

8. Consideration of Resolution #2023-31 approving and agreement between Lehi City and All Star Striping for road striping services.
Petitioner: Lehi City
Res 2023-31.docx
Agreement-Street Striping (All Star).docx

9. Consideration of Resolution #2023-27 approving an Option and Lease Agreement with New Cingular Wireless located at the Legacy Center.

Petitioner: Lehi City
Res 2023-27.docx
Memoradum of Lease-AT&T Option and Lease Agreement (Legacy Center).docx
Agreement-Roof Antenna Option and Lease (AT&T Legacy Center).docx
LEHI DT - UTL04204 - Lease Exhibit C.pdf

10. Consideration of Resolution #2023-28 approving an Option and Lease Agreement with New Cingular Wireless located at the Spring Creek Substation property.
Petitioner: Lehi City
Res 2023-28.docx
Memoradum of Lease-AT&T Option and Lease Agreement (Spring Creek Substation).docx
Agreement-Cell Tower Option and Lease (AT&T Spring Creek Substation).docx
UTL04106.15141299.Lehi Relo - Lease - Exhibit C.pdf

11. Consideration of Ordinance #35-2023 approval of the Serenity Studios Development Code Amendment adding additional uses to personal services.

Petitioner: Heather Kesler
CC Staff Report Serenity Studios Development Code Amendment 05.23.23.docx
Serenity Studios Development Code Amendments DRC 03.29.23.docx
Ord 35-2023.docx
Ch39Definitions- Personal Services Serenity Additions.pdf

12. Consideration of Ordinance #36-2023 approval of the Skyridge Property General Plan Amendment from Public Facility to Very Low Density Residential on 4.07-acres located at approximately 260 East 2700 North.
Petitioner: Brent Ventura
CC Staff Report Skyridge Subdivision General Plan Amendment 05.23.23.docx
Skyridge Subdivision General Plan Amendment DRC 04.12.23.docx
Ord 36-2023.docx
Skyridge Subdivision General Plan Amendment.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

13. Consideration of Concept Plan approval for the Skyridge Subdivision including 8 residential lots located at approximately 260 East 2700 North.
Petitioner: Brent Ventura
CC Staff Report Skyridge Subdivision Concept 05.23.23.docx
Skyridge Subdivision Concept DRC 04.12.23.docx
Skyridge Subdivision Concept.pdf
Aerial Map.pdf

General Plan Map.pdf
Zoning Map.pdf

14. Consideration of Ordinance #37-2023 approval of a Development Code Amendment to Chapter 12, clarifying the language for the height of fences on retaining walls.
    Petitioner: Lehi City
    CC Staff Report Chapter 12 Fencing on Retaining Walls Development Code Amendment 05.23.23.docx
    Ch12 development code amendment DRC 04.12.23.docx
    Ord 37-2023.docx
    Chapter 12 Development Code Amendment Fencing on Retaining Walls.pdf

15. Consideration of Ordinance #38-2023 approval of a Development Code Amendment to Chapter 37, removing two-family dwellings from the design requirements based on State Code.
    Petitioner: Lehi City
    CC Staff Report Ch37 Development Code Amendment 05.23.23.docx
    Ch37 development code amendment DRC 04.12.23.docx
    Ord 38-2023.docx
    Chapter 37 Development Code Amendment- Two Family Design Requirements.pdf

16. Adjournment

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

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Moderate Income Housing Goals Discussion

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Conservation Easement Discussion

Suggested Action:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO Index.pdf

Integrity Inspection PO.pdf

PO Request - Stuart C Irby - $349500.pdf

LEHI CITY
CITY COUNCIL AGENDA
May 23, 2023

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Integrity Inspections Solutions	1100 West Lining Project	$445,600.00	$620,000.00
Stuart C Irby Co	Power Department Construction Supplies	$349,500.00	inventory

LEHI CITY PURCHASE REQUISITION REQUEST

Supplier

Name Integrity Inspection Solutions, Inc.
Street 4419 Challenger Way
City Caldwell **State** ID
Zip 83605 **Phone** 208.442.4470

Vendor _____

Date 15-May-2023

Dean Lundell

Sewer | 52-50-10-002 | Department Head Signature

Requesting Department | **Department Account Numbers**

Quantity	Unit	Materials and Description	Price	Total
1		1100 West Lining Project - details attached	$445,600.00	$445,600.00
				$445,600.00

JUSTIFICATION:

This project is for lining 1100 West. This work needs to be done as this sewer line has significantly deteriorated and lining the pipe is a more feasible option than completely replacing it. We offered this project to three contractors that do UV Cure CIPP. We received back two bids and one withdrawal - all are attached.

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

Water Division
Office 385-201-1700
2538 North 300 West
Lehi, UT 84043
Lehi-ut.gov

1100 West Lining Project

This lining project will consist of approximately 5200 ft. overall.

Approx. 2600 ft of 12" RCP / On 1100 West from 900 North to 300 North
Approx. 2600 ft of 15" RCP / On 1100 West from 300 North to 300 South

Lehi City will provide the following information:

- CCTV reports for footages, pipe size, lateral count for reinstatement
- Aerial maps
- Pre-con meeting before work begins
- Payment due when work is completed.

Contractor Responsibilities:

- Notification to all residents affected by project. 24 hours minimum. 48 hours preferred.
- All by-pass if needed
- Approved traffic control plan – approval to be given by Lehi City Streets Dept.
- Lateral Reinstatements
- UV cure lining of the above mentioned 12" and 15" RCP
- Site restoration, all other work required for mainline and sewer laterals functioning and flowable for a complete project
- Work to be performed as per Lehi City standards
- Start date up to 7 working days after bid is awarded
- Work completed by June 30, 2023

PROPOSAL

Integrity Inspection Solutions, Inc.

Cell: 208-960-2883
Office: 208442-4470
Fax: 844-351-6902

4419 Challenger Way Caldwell ID
integrity@iispipeline.com

CUSTOMER

Lehi City

DATE

4/6/2023

ADDRESS

2538 North 300 West
Lehi UT 84043

PHONE

801-836-1040

E-MAIL

wwinters@lehi-ut.gov

SALESPERSON

John Raymond

PROJECT

2023 Sanitary Sewer Rehabilitation Project

PREPARED BY:

Richard Mason

ATTENTION

Weston Winters

PAYMENT TERMS

Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2600	Installation of 12" UV CIPP Liner - Includes Lateral Reinstatements	$72.00	$187,200.00
2600	Installation of 15" UV CIPP Liner - Include Lateral Reinstatements	$77.00	$200,200.00
1	Mobilization - Perdiem and Lodging	$25,000.00	$25,000.00
5200	Pre CIPP Cleaning and Inspection - Pipe Prep	$2.25	$11,700.00
			$0.00
	Note: IIS will provide NASSCO inspection and paper deliverable or data and video via a web link. We also can review the inspection and give reccomendations for repairs.		$0.00
			$0.00
1	Traffic Control and Permitting - Entire Project	$10,000.00	$10,000.00
1	Sewer Bypass Pumping/Temporary Flow Control	$6,500.00	$6,500.00
1	Notification to all residents affected by project. 24 hours minimum. 48 hours preferred.	$5,000.00	$5,000.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		TOTA L	$445,600.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED.

Owner must provide clear access to the upstream and downstream manholes. • Integrity Inspection Solutions is not responsible for any Traffic Control, Bypass Pumping or Permitting unless otherwise stated in the proposal portion of this document.

Date

Sign Below to Accept Quote:

Authorized Rep

Public Works Contractors License Number 036543-C-4

Thank You For You Business

WHITAKER CONSTRUCTION
[an employee owned company]

44 S 1050 W
Brigham City, UT 84302
Phone # (435) 723-2921
www.whitcon.com

To:	Lehi City Corporation	**Contact:**	
Address:	2538 N 300 W	**Phone:**	
	Lehi, UT 84043	**Fax:**	
Project Name:	1100 West Lining Project	**Bid Number:**	
Project Location:		**Bid Date:**	5/11/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Mobilization	1.00	LS	$50,000.00	$50,000.00
	2	Traffic Control	1.00	LS	$15,000.00	$15,000.00
	3	Bypass Pumping	1.00	LS	$115,000.00	$115,000.00
	4	12-inch UV-CIPP Liner	2,784.00	LF	$100.00	$278,400.00
	5	15-inch UV-CIPP Liner	2,574.00	LF	$110.00	$283,140.00
	6	Reinstate Sewer Lateral	21.00	EACH	$275.00	$5,775.00
	7	Infiltration Repair	1.00	EACH	$4,750.00	$4,750.00

Total Bid Price: $752,065.00

Notes:

- Includes: Active Infiltration will be addressed on a per each basis due to no videos provided.
- Excludes: Work not garunteed to be completed by June 30th, 2023.
- Unit Price Bid, actual quantities will be measured on completion.
- This proposal is valid for thirty days from the date of bid. This proposal will become a contract upon acceptance and shall be binding according to the terms and conditions herein stated.

All materials and workmanship are guaranteed as specified. Any alteration or deviation from the terms, stipulations or conditions herein specified involving extra costs will be executed only upon written change order and will become an extra charge over and above the original contract.

All agreements are contingent upon strikes, accidents, delays beyond our control, or acts of God.

Delays in completion caused by acts or omissions of the owner shall cause the amount owing up to the date of delay to be due immediately.

We reserve the right to make monthly billings throughout the duration of the project on a percentage of completion basis. Net payable 30 days from date of invoice.

Payment Terms:

Net Payment, 30 days from date of invoice. A late payment finance charge of 1 1/2% per month, which is an annual rate of 18% shall be applied to any unpaid balance, commencing 30 days after date of original invoice. If collection is made by suit or otherwise, I agree to pay reasonable attorney fees. I also waive all rights under the bankruptcy act of this state.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Whitaker Construction Company** **Authorized Signature:** _____ **Estimator:** Kolten Watterson 435-764-8260 kolten@whitcon.com

Weston Winters

From: B.J. Riggins <BenjaminR@clwsi.com>
Sent: Monday, May 15, 2023 9:46 AM
To: Weston Winters
Cc: Greg Allred
Subject: [External] RE: 1100 West Lining Project for Lehi City

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Weston,

Thanks for sending this over. Unfortunately, due to the time frame and our current work load we will not be able to bid on this project. Thanks for the opportunity and we look forward to bidding on future projects with you.

Thanks!

B.J. Riggins | Division Manager
BRiggins@clwsi.com
O: 303.791.2521 | C: 303.472.6012
LIVE for others - LOVE our work - LEAD with heart
MAINTENANCE • TRENCHLESS • EXCAVATION

From: Weston Winters <wwinters@lehi-ut.gov>
Sent: Wednesday, May 3, 2023 10:54 AM
To: B.J. Riggins <BenjaminR@clwsi.com>
Cc: Greg Allred <gallred@lehi-ut.gov>
Subject: 1100 West Lining Project for Lehi City

Good morning B.J.,

Here is the bid information for the 1100 west lining project. If you would like to schedule a meeting to go over the project before you submit your bid, give me a call.
I am under a short time frame, so I will need to receive your bid by 5pm Thursday May 11th.
Let me know if you need anything else from me.

Thank you.

Lehi City Purchase Requisition Request

Supplier	**Name**	STUART C. IRBY CO.	**Vender #**		
	Street	PO BOX 843959	**Date**		5/11/2023
	City	DALLAS	**State**	TX	
	Zip	75284	**Phone**	801-724-3000	

Dean Lundell

POWER	53-14-15	
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
40,000'		OKON 162-23-3081 4/0-19X AL F/S 220M EPR	$5.10	$204,000.00
		15KV 11X14 2750'(+/-)		
30,000'		OKON 162-23-3072 1/0-19X AL F/S 220M EPR	$4.85	$145,500.00
		15KV 11X14 2500' (+/-)		
		UPCOMING PROJECTS FOR POWER DEPT.		
		THIS PRIMARY WIRE IN STOCK AT IRBY		
		SALT LAKE CITY, UTAH LEAD TIME ON WIRE		
		HAS GONE OUT 52-60 WEEKS		
				$349,500.00

Justification:	Price Determination	
SEE ATT. LETTER	Verbal Quote	
	Informal Bid	
	Written Bid	*
	State Bid	
	Other	

Quotation

irby
A Sonepar Company

STUART C IRBY BR 1093 SALT LAKE CTY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128
801-975-7300

QUOTE DATE	ORDER NUMBER
05/08/23	S013538348

REMIT TO:
STUART C. IRBY CO.
POST OFFICE BOX 843959
DALLAS TX 75284

PAGE NO. 1

SOLD TO:
LEHI CITY CORP
153 NO 100 EAST
LEHI, UT 84043

SHIP TO:
LEHI CITY CORP
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043
801-768-7100

ORDERED BY: KENNY

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
222013	1/0 4/0		Gregory J McPhie

INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA
Joseph C Rho	05/08/23	Yes	120 UTAH COUNTY

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt
			********* Shipping Instructions *********		
			* KENNY 385-201-2612 OFC	*	
			* 801-655-3042 MBL	*	
			* CLAY 801-900-0420	*	
			**********	*********	
40000EA		1	*OKON 162-23-3081 4/0-19X AL F/S 220M EPR 15KV 11X14 2750' (+/-)	5100.000M	204000.00
30000EA		2	*OKON 163-23-3072 1/0-19X AL F/S 220M EPR 15KV 16X14 2500' (+/-)	4850.000M	145500.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

Subtotal	**349500.00**
S&H CHGS	**0.00**
Sales Tax	**0.00**
TOTAL	**349500.00**

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

** Reprint ** Reprint ** Reprint **

LEHI CITY
POWER DEPARTMENT

5/11/2023

To: Jason Walker
Cc: Dean Lundell
From: Joel Eves
Re: Okonite Primary Wire

We have an immediate need for the Okonite Primary Wire for work on Commercial & Residential projects currently underway in the city.

We would like to continue purchasing this wire from Irby based on the following reasons:

- Currently they are the only vendor that stock and carry this wire.
- Okonite wire is 90% of the wire on our system,
- To keep our system standardized.
- Ensure safety of lineman.

While there may be other companies who could possibly provide this wire. At the present time Irby is the only company we can purchase Okonite wire from and receive in a timely manner.

Sincerely,

Joel Eves
Lehi City Corporation
Power Department Director

Agenda Item No: 3.2

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Surplus Items

Suggested Action:

Attachments:

Fleet Surplus Items for Council Approval.pdf

Fleet Surplus Items for Council Approval

May 23, 2023

P-116-3	2013	Ford	F150	1FTFW1EF8DKF04589
P-117-3	2014	Ford	Explorer	1FM5K8B87EGA75001
P-126-3	2014	Ford	Explorer	1FM5K8B86EGA92100
P-107-3	2012	Ford	Explorer	1FMHK8B88CGA85126
W-91	2013	Case	580 Super M	N7C426194
E-98	2007	Case	580 SuperM Series 2	

Agenda Item No: 3.3

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Minutes from the April 25, 2023 City Council Meeting.

Suggested Action:

Attachments:

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-25 adopting the Budget and Consolidated Fee Schedule for the City of Lehi for Fiscal Year 2024.

Suggested Action:

Attachments:

Res 2023-25.docx

FY 2024 Fee Schedule.pdf

FY 2024 MAYOR'S TENTATIVE BUDGET.pdf

RESOLUTION NO. 2023-25

A RESOLUTION ADOPTING THE BUDGET AND CONSOLIDATED FEE SCHEDULE FOR THE CITY OF LEHI FOR FISCAL YEAR 2024 (JULY 1, 2023 – JUNE 30, 2024).

WHEREAS, the City of Lehi has previously adopted a tentative budget for Fiscal Year 2024; and

WHEREAS, at the time said tentative budget was adopted, a public hearing was scheduled and notice thereof published in the Daily Herald, a newspaper of general circulation in the city of Lehi, at least seven (7) days prior to the time of said hearing, describing the proposed budget and providing the time and place for such public hearing; and

WHEREAS, a public hearing was duly held at the time and place provided in said notice; and

WHEREAS, the City Council received all competent evidence offered in support of and opposed to said proposed budget amendments and it appearing that the proposed budget is in accordance with the provisions of Section 10-6-101 et seq., Utah Code Annotated (1953); and

WHEREAS, all of said proceedings were duly and regularly conducted;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Lehi, Utah that the budgets as set forth for the fiscal year ending June 30, 2024 are hereby adopted as proposed.

This resolution shall take effect on July 1, 2023.

Approved and Adopted by the City Council of Lehi City this 23rd day of May, 2023.

_____
Mayor Mark Johnson
Lehi City

Attest:

_____
Teisha Wilson, City Recorder

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
BUILDING INSPECTIONS			
Building Permits (valuation based on 90% of the ICC Building Valuation Data - AUGUST 2023):			
Total Valuation of $1.00 - $500	$23.50	$23.50	$23.50
+ / $100 increase ($501 - $2,000)	$3.05	$3.05	$3.05
The first $2,000 of the Total Valuation	$69.25	$69.25	$69.25
+ / $1,000 increase ($2,001 - $25,000)	$14	$14	$14
The first $25,000 of the Total Valuation	$391.75	$391.75	$391.75
+ / $1,000 increase ($25,001 - $50,000)	$10.10	$10.10	$10.10
The first $50,000 of the Total Valuation	$643.75	$643.75	$643.75
+ / $1,000 increase ($50,001 - $100,000)	$7	$7	$7
The first $100,000 of the Total Valuation	$993.75	$993.75	$993.75
+ / $1,000 increase ($100,001 - $500,000)	$5.60	$5.60	$5.60
The first $500,000 of the Total Valuation	$3,233.75	$3,233.75	$3,233.75
+ / $1,000 increase ($500,001 - $1,000,000)	$4.75	$4.75	$4.75
The first $1,000,000 of the Total Valuation	$5,608.75	$5,608.75	$5,608.75
+ / $1,000 increase (above $1,000,001)	$3.65	$3.65	$3.65
Plan Review			
Residential (as % of permit fee)	40%	40%	40%
Non-Residential (as % of permit fee)	65%	65%	65%
+ State charge (as % of permit fee)	1%	1%	1%
Building Valuation Calulator:			
Single-Family Residential (/ sq. ft.)			
Main Floor	$111.31	$133.50	**$149.47**
Second Floor	$111.31	$133.50	**$149.47**
Unfinished Basement	$27.83	$33.37	**$37.37**
Semi-Finished Basement	$27.83	$33.37	**$37.37**
Finished Basement	$55.66	$66.75	**$74.74**
Garage - Wood Frame	$48.79	$53.90	**$59.83**
Open Carports	$24.40	$43.12	**$47.86**
Building Plans Copies - Flash Drive	$50	$50	$50
Reinspection Fee	$100	$100	$100
Temporary Power Setup	$80	$80	$80
CEMETERY			
Spaces			
Resident	$850	$1,000	$1,000
Non-Resident	$1,100	$1,300	$1,300
Infant (Resident or Non-Resident)	$250	$250	$250
Cremains (1/2 space)	$300	$500	$500
Title/Certificate Transfer	$75	$75	$75
Headstone Setting			
Resident	$50	$50	$50
Non-Resident	$50	$50	$50
Disinterment			
With a standard vault	$1,200	$1,200	$1,200
Infant	$800	$800	$800
Cremains	$300	$600	$600
Interment			
+ on Saturdays and Holidays	$350	$350	$350
Adult			
Resident	$350	$500	$500
Non-Resident	$700	$850	$850
Infant			
Resident	$200	$300	$300
Non-Resident	$300	$400	$400
Cremation			
Resident	$200	$300	$300
Non-Resident	$300	$400	$400

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022		APPROVED FY 2023		PROPOSED FY 2024	
PARKS						
Pavilion Reservation:	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident
Allred Park / full day	$80	$55	$80	$55	$80	$55
Allred Park / half day	$55	$40	$55	$40	$55	$40
Bandwagon Park East / full day	$55	$40	$55	$40	$55	$40
Bandwagon Park East / half day	$40	$25	$40	$25	$40	$25
Bandwagon Park West / full day	$55	$40	$55	$40	$55	$40
Bandwagon Park West / half day	$40	$25	$40	$25	$40	$25
Dry Creek Park / full day	$80	$55	$80	$55	$80	$55
Dry Creek Park / half day	$55	$40	$55	$40	$55	$40
Dry Creek Park East Pavilion / full day	$80	$55	$80	$55	$80	$55
Dry Creek Park East Pavilion / half day	$55	$40	$55	$40	$55	$40
Eagle Summit Park / full day	$80	$55	$80	$55	$80	$55
Eagle Summit Park / half day	$55	$40	$55	$40	$55	$40
Exchange Park / full day	$55	$40	$55	$40	$55	$40
Exchange Park / half day	$40	$25	$40	$25	$40	$25
Olympic Park / full day	$80	$55	$80	$55	$80	$55
Olympic Park / half day	$55	$40	$55	$40	$55	$40
Osier Park / full day	$80	$55	$80	$55	$80	$55
Osier Park / half day	$55	$40	$55	$40	$55	$40
Outdoor Pool Park / full day	$80	$55	$80	$55	$80	$55
Outdoor Pool Park / half day	$55	$40	$55	$40	$55	$40
Sports Complex South / full day	$55	$40	$55	$40	$55	$40
Sports Complex South / half day	$40	$25	$40	$25	$40	$25
Sports Complex Horseshoe / full day	$55	$40	$55	$40	$55	$40
Sports Complex Horseshoe / half day	$40	$25	$40	$25	$40	$25
Sports Complex North Fields/ full day	$55	$40	$55	$40	$55	$40
Sports Complex North Fields / half day	$40	$25	$40	$25	$40	$25
Triumph Park / full day	$55	$40	$55	$40	$55	$40
Triumph Park / half day	$40	$25	$40	$25	$40	$25
Wines Park #1 / full day	$80	$55	$80	$55	$80	$55
Wines Park #1 / half day	$55	$40	$55	$40	$55	$40
Wines Park #2 / full day	$80	$55	$80	$55	$80	$55
Wines Park #2 / half day	$55	$40	$55	$40	$55	$40
Wines Park #3 / full day	$55	$40	$55	$40	$55	$40
Wines Park #3 / half day	$40	$25	$40	$25	$40	$25
Wines Park #4 / full day	$55	$40	$55	$40	$55	$40
Wines Park #4 / half day	$40	$25	$40	$25	$40	$25
Special events maintenance fee / per hour	$150	$125	$150	$125	$150	$125
Willow Park Pavilion / Campground Fees (check-out 1:00 pm)						
Pavilion / half day	$65		$65		$65	
Pavilion / full day	$100		$100		$100	
Group Areas / overnight camping	$175		$175		$175	
Overnight camping / per site	$25		$25		$25	
Impact Fee:						
Residential / dwelling unit	$2,772.98		$2,772.98		$2,772.98	
Multi-Family / dwelling unit	$2,415.41		$2,415.41		$2,415.41	

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
CITY RECORDER			
Election Registration	$35	$35	$35
Audio Recording CD / meeting	$5	$5	$5
GRAMA Request rates / hour:			
Department Heads	$55	$55	$55
Supervisory Staff	$45	$45	$45
Professional Staff	$35	$35	$35
Support Staff	$25	$25	$25
GRAMA Request copies:			
GIS Maps:			
24" x 36" Color	$10	$10	$10
17" x 24" Color	$5	$5	$5
11" x 17" Color	$3	$3	$3
> 24" x 36" / linear foot	$2	$2	$2
Other GRAMA Copies:			
Up to 11" x 17" Color	$0.25	$0.25	$0.25
Up to 11" x 17" Black & White	$0.10	$0.10	$0.10
SPECIAL EVENTS			
Stage Rental (first day)	$1,000	$1,000	$1,000
+ Additional Day Fee (with move)	$1,000	$1,000	$1,000
+ Additional Day Fee (without move)	$750	$750	$750
Hourly Transportation Cost (if outside Lehi City limits)	$190	$190	$190
	Non-Resident / Resident	Non-Resident / Resident	Non-Resident / Resident
Legacy Center Overflow Parking Lot Reservation - South	$125 / $100	$125 / $100	$125 / $100
Small Special Event Permit base (less than 150 people)	$20	$20	$20
Small Special Event Permit deposit (refundable)	$100	$100	$100
Large Special Event Permit base (150+ people)	-	$100	$100
Large Special Event Permit deposit (refundable)	-	$200	$200
+ Police Service / officer (2 hour min) / hour	$65	$90	$90
+ / Sergeant / hour (any event requiring more than 3 officers must include a Sergeant)	$75	$75	$75
+ Additional Charge - Holidays	25% of Police Service Fee	25% of Police Service Fee	25% of Police Service Fee
+ Additional Charge - less than 72 hours notice of event	25% of Police Service Fee	25% of Police Service Fee	25% of Police Service Fee
+ Fire & EMS / person / hour	$50	$50	$50
+ / ambulance or brush truck / event	$100	$100	$100
+ / engine or tower / event	$200	$200	$200
+ Streets Service / hour	$25	$25	$25
+ Parks Service / hour	$25	$25	$25
FIRE			
Ambulance: (as established by the Utah Bureau of Emergency Medical Services)			
Basic Ground Ambulance / transport	$746	$951	$951
Intermediate Ground Ambulance / transport	$984	$1,256	$1,256
Paramedic Ground Ambulance / transport	$1,440	$1,838	$1,838
Standard Mileage Rate / mile	$31.65	$36.90	$36.90
+ Off-Road / mile (if >10 mi. traveled)	$1.50	$1.50	$1.50
Fuel Fluctuation / mile (if > $4.25 / gallon)	$0.25	$0.25	$0.25
AOS Assessment / treatment without transport	$225	$225	$225
Waiting time (per quarter hour)	$22.05	$22.05	$22.05
False Alarm:			
Fire/Smoke/CO2 (if>3 / yr. at business) / alarm	$150	$150	$150
Fire/Smoke/CO2 (if>3 / yr. at residence) / alarm	$50	$50	$50
Impact Fee:			
Per ERU	$198	$198	$198
Annual Operational Permits:			
Single Use Permit:			
Agricultural Burn Permit	$10	$10	$10
Fireworks Display (ground)	$125	$125	$125
Aerial Fireworks Display:			
< 250 devices	$140	$140	$140
> 250 devices	$215	$215	$215

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
Pyrotechnics (other)	$110	$110	$110
Candles and open flames	$60	$60	$60
Carnivals:			
< 10 attractions	$60	$60	$60
> 10 attractions	$100	$100	$100
Tent:			
200 - 2000 sq. ft.	$60	$60	$60
> 2000 sq. ft.	$100	$100	$100
Canopy:			
400 - 2000 sq. ft.	$60	$60	$60
> 2000 sq. ft.	$100	$100	$100
Air Supported Structure	$100	$100	$100
Fire Stand-by at Special Events	$80	$80	$80
Inspections & Enforcement:			
Exempt Child Care Facility	$25	$25	$25
Daycare/Pre-School	$25	$25	$25
Nursing Homes	$50	$50	$50
Assisted Living Facilities	$50	$50	$50
Boarding School	$100	$100	$100
Outpatient Provider	$75	$75	$75
Hospital	$200	$200	$200
Final for Occupancy	$60	$60	$60
Flammable Finish Operations:			
Spray Booth	$150	$150	$150
Powder Coating	$150	$150	$150
Electrostatic Apparatus	$150	$150	$150
Dipping Tank / tank	$150	$150	$150
Amusement Building	$100	$100	$100
Combustible Fiber Storage	$60	$60	$60
Cutting and Welding	$60	$60	$60
Dry Cleaning Plant	$60	$60	$60
High Piled Storage	$60	$60	$60
Hot Work Operations	$60	$60	$60
Industrial Ovens / oven	$60	$60	$60
LPG Dispensing	$60	$60	$60
Spray Booths & Auto Painting	$60	$60	$60
Lumber Yards	$75	$75	$75
Woodworking Plants	$75	$75	$75
Alarm User Permit	$25	$25	$25
Fireworks Sales / location	$60	$60	$60
Automatic Fire Sprinkler Systems:			
Plan Review:			
< 100 heads	$125	$125	$125
100 - 199 heads	$175	$175	$175
200 - 299 heads	$225	$225	$225
≥ 300 heads	$275	$275	$275
+ / head	$0.50	$0.50	$0.50
Acceptance Testing:			
Underground Flush	$60	$60	$60
Hydrostatic (2 hour maximum)	$60	$60	$60
Acceptance (2 hour maximum)	$60	$60	$60
Any Acceptance (2 hour maximum)	$60	$60	$60
Other Fire Protection Systems:			
Additional Riser	$50	$50	$50
Standpipe (2 hour maximum)	$100	$100	$100
Automatic Fire Sprinkler System Remodel or Tenant Finish:			
Plan Review:			
< 5 heads	$65	$65	$65
5 - 50 heads	$125	$125	$125
> 50 heads	$150	$150	$150
+ / head	$0.50	$0.50	$0.50
Acceptance Testing:			
Hydrostatic (2 hour maximum)	$60	$60	$60
Acceptance (2 hour maximum)	$60	$60	$60

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
Fire Alarm Systems:			
Plan Review:			
New System	$115	$115	$115
Remodel	$65	$65	$65
Additional Floors	$60	$60	$60
Acceptance (2 hour maximum)	$60	$60	$60
Commercial Hood Systems:			
Plan Review / hood	$115	$115	$115
Acceptance (2 hour maximum)	$60	$60	$60
Fire Hydrant Installation and Testing:			
Underground Flush	$60	$60	$60
Acceptance Testing	$60	$60	$60
Fire Hydrant Single Usage	$110	$110	$110
Fire Hydrant Multi Usage	$100	$100	$100
Fire Hydrant Flow Test	$60	$60	$60
LPG and Hazardous Materials:			
LPG Storage Tanks and Gas Systems:			
Plan Review	$50	$50	$50
< 500 gallons (private use)	$140	$140	$140
< 500 gallons (retail use)	$140	$140	$140
> 500 gallons (private use)	$165	$165	$165
> 500 gallons (retail use)	$215	$215	$215
> 2000 gallons (plans)	$215	$215	$215
> 4000 gallons (plans)	$265	$265	$265
Hazardous Materials Storage Annual Permit:			
Minimal Storage	$80	$80	$80
Haz Mat Storage	$165	$165	$165
Haz Mat Dispensing	$215	$215	$215
Manufacturing	$265	$265	$265
Haz Mat Production	$265	$265	$265
Waste Production	$300	$300	$300
Multiple-Use Site	$315	$315	$315
Liquid Storage Tank / tank (installation and closure):			
Plan Review	$50	$50	$50
Underground:			
≤ 500 gallons	$115	$115	$115
501 - 1000 gallons	$165	$165	$165
> 1000 gallons	$265	$265	$265
Above Ground:			
≤ 500 gallons	$115	$115	$115
501 - 1000 gallons	$165	$165	$165
> 1000 gallons	$265	$265	$265
Explosives and Blasting / project	$75	$75	$75
Explosives and Blasting annually	$365	$365	$365
Compressed Gas Systems:			
Compressed Gas	$115	$115	$115
Medical Gas	$115	$115	$115
Combustible and Flammable Liquid Systems:			
Plan Review	$50	$50	$50
If not UST or AST	$215	$215	$215
+ / additional hour for reviews, inspections, approvals, etc. > 2 hours	$60	$60	$60
Fire Report Copy	$15	$15	$15
Plan Review Rush - Alarm	$100	$100	$100
Plan Review Rush - Sprinkler	$200	$200	$200
Stop Work Removal	$100	$100	$100
After-Hrs. Inspection / hour (2 hour min.)	$75	$75	$75
Installation without Permit			

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
Open Burning: (for violations only)			
Type 1 Equipment / hour	$230	$230	$230
Type 2 Equipment / hour	$150	$150	$150
Type 6 Equipment / hour	$120	$120	$120
Fire Chief or Marshal / day	$95	$95	$95
EMT-Paramedic / hour	$25	$25	$25
EMT-Intermediate / hour	$22	$22	$22
Community Emergency Response Team Training			
Resident	$35	$35	$35
Nonresidents	$40	$40	$40
POLICE			
Traffic School (+ Plea in Abeyance fine)	$65	$65	$65
Small Claims: (as established by the Utah State Courts)			
Up to $2,000	$60	$60	$60
$2,001 - $7,499	$100	$100	$100
$7,500 - $10,000	$185	$185	$185
Counterclaim up to $2,000	$50	$50	$50
Counterclaim $2,001 - $7,499	$70	$70	$70
Counterclaim $7,500 - $10,000	$120	$120	$120
Appeal	$10	$10	$10
Police Reports:			
Police Report copies	$5	$5	**$25**
or / page (whichever is greater)	$0.25	$0.25	$0.25
Audio/Video Recordings - body cam, etc / storage device (copy)	$30	$30	$30
Video Redaction, research time (Per Utah GRAMA § 63G-2-203)	-	-	**actual labor cost**
Processed Color Photo	$25	$25	$25
Digital Color Photo Printout / page	$5	$5	$5
False Alarm:			
Intrusion/Burglar (if > 3 / year) / alarm	$100	$100	$100
Duress/Hold-Up (if > 3 / year) / alarm	$100	$100	$100
Intrusion/Burglar (if > 10 / year) / alarm	-	$200	$200
Duress/Hold-Up (if > 10 / year) / alarm	-	$200	$200
Animal Control:			
Animal Trap - refundable deposit	$75	$100	$100
Animal Trap - per week charge	$10	$10	$10
Impact Fee:			
Per ERU	$98	$98	$98
Broadbent Community Room Rental			
Resident/Lehi City Employee - per hour	$50	$50	$50
Non Resident - per hour	$60	$60	$60
Deposit	$200	$200	$200
LIBRARY			
Library Card			
Resident	Free	Free	Free
Non-Resident / year	$80	$80	$80
Non-Resident / 6 months	$40	$40	$40
Replacement of Card	$3	$3	$3
Check Out Fees			
DVD/Blu-ray/Video / week	$1	$1	Discontinue
Inter-Library Loan / item	$5	$5	$5
Inter-Library Loan kits / kit	$10	$10	$10
Copies			
Letter size	$0.10	$0.10	$0.10
Legal size	$0.15	$0.15	$0.15
Printing	$0.10	$0.10	$0.10
Used book sales	$0.50 - $1.00	$0.50 - $1.00	$0.50 - $1.00
Damage			
Repairable Damage	up to full cost of item	up to full cost of item	up to full cost of item
Major Damage (not repairable)	full cost of item	full cost of item	full cost of item

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
PLANNING & ZONING			
Annexation base	$200	$200	$200
+ / acre <50 acres	$20	$20	$20
+ / acre >50 acres	$5	$5	$5
Area Plan base	$3,000	$3,000	$3,000
+ / acre	$10	$10	$10
Area Plan Amendment			
Minor (affecting 3 pages or less)	$400	$400	$400
Intermediate (affecting 4 pages or more)	$1,000	$1,000	$1,000
Major (addition of new property) base	$1,500	$1,500	$1,500
+ / acre	$10	$10	$10
Amendments to:			
General Plan	$400	$400	$400
Zone District Maps	$400	$400	$400
Development Code	$400	$400	$400
Accessory Dwelling Units (Apartments)			
Application Fee	$25	$25	$25
Accessory Dwelling Units - Detached			
Application Fee	$25	$25	$25
Impact Fees	$4,253	$4,253	$4,253
Concept (Charge applies as a credit to Preliminary Subdivision or Site Plan)			
Single Family Residential / lot	$20	$20	$20
Multi-Family Residential base	$100	$100	$100
+ / unit	$5	$5	$5
Non-Residential base	$100	$100	$100
+ / acre	$10	$10	$10
Concept PC base	$500	$500	$500
+ / acre	$2	$2	$2
Preliminary Subdivision Plat			
Residential Single Family detached lots base	$250	$250	$250
+ / lot	$60	$60	$60
Residential Multi-Family attached units base	$250	$250	$250
+ / unit	$50	$50	$50
Non-Residential base	$250	$250	$250
+ / lot or unit	$75	$75	$75
Final Subdivision Plat			
Residential Single Family detached lots base	$350	$350	$350
+ / lot	$80	$80	$80
Residential Multi-Family attached units base	$350	$350	$350
+ / unit	$70	$70	$70
Condominium base	$300	$300	$300
+ / lot or unit	$55	$55	$55
Non-Residential base	$350	$350	$350
+ / lot or unit	$100	$100	$100
No Improvements	-	-	$350
+ / lot or unit	-	-	$100
Site Plan			
Single Family Residential base	$350	$350	$350
+ / lot or unit	$75	$75	$75
Multi Family Residential base	$500	$500	$500
+ / lot or unit	$10	$10	$10
Non-Residential / acre	$350	$350	$350
or / 1,000 bldg. sq. ft. (if greater)	$50	$50	$50
Lot Line Adjustments (not requiring a plat)	$200	$200	$200
Final Plat Revision, Amend, Vacation base	$200	$200	$200
+ / lot or unit	$100	$100	$100
Cellular Facilites			
New Cell Towers	-	-	$200
Revision or Collocation	-	-	$50
Model Homes	-	-	$50
Moving a Building	-	-	$200
Two-Lot Subdivision with an Existing Home	$350	$350	$350
Short Term Rental Application Fee	$50	$50	$50
Permitted Use (existing bldgs. only)	$50	$50	$50
Conditional Use	$300	$300	$300

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
Modification of Existing Conditional Use	$150	$150	$150
Residential Facility for Persons with a Disability	-	-	$200
Preliminary Site Plan/Final Granding & Utility Plan Approval	-	-	$100
Temporary Uses	$40	$40	$40
Vacat a Public Street	$200	$200	$200
Zoning Verification Letters	$50	$50	$50
Sign Permits:			
Temporary Special Event	$25	$25	$25
Temporary On Premise Project Sign	$100	$100	$100
Temporary Directional Sign for Project	$100	$100	$100
Temporary Weekend Directional Sign	$10	$10	$10
Hearing Examiner	$200	$200	$200
Construction Drawing Revision (first page)	$100	$100	$100
+ each subsequent page	$20	$20	$20
Revision to Approved Dev. Agreement or CC&Rs	$2,500	$2,500	$2,500
Replacement of Development Bonds / bond	$350	$350	$350
Pub. Improvement Inspection base (% of bond)	1.4%	1.4%	1.4%
+ / linear ft. T.V. fee for sewer lines	$0.45	$0.45	$0.45
+ / linear ft. T.V. fee for storm drain lines	$0.45	$0.45	$0.45
First Extension of Development Approval	$250	$250	$250
If made after original expiration date	$500	$500	$500
+ additional extension requests	$500	$500	$500
Grading Permit first 20 acres	$100	$100	$100
+ / each additional 20 acres	$100	$100	$100
GIS Maps:			
24" x 36" Color	$10	$10	$10
17" x 24" Color	$5	$5	$5
11" x 17" Color	$3	$3	$3
> 24" x 36" / linear foot	$2	$2	$2
Copies:			
11" x 17" Color	$0.25	$0.25	$0.25
11" x 17" Black & White	$0.10	$0.10	$0.10
8.5" x 11" Color	$0.25	$0.25	$0.25
8.5" x 11" Black & White	$0.10	$0.10	$0.10
Flash Drive (For pre-construction plans copies only)	$75	$75	$75
Books:			
Design Standards	$10	$10	$10
Development Code	$10	$10	$10
Downtown Revitalization Plan	$20	$20	$20
SENIOR CITIZEN CENTER			
Membership - Annual	$5	$5	$5
Lunch (established by Mountainland Association of Governments)			
+ / case of 24 of Ensure	$20	Discontinue	Discontinue
+ / case of 24 of Glucerna	$30	Discontinue	Discontinue
Facility Rental			
Small room rental	$25	$25	$25
Over 60 / hour (Birthday or Anniversary)	$25	$25	$25
Other / hour	$50	$50	$50
Non-Resident / hour	$60	$60	$60
+ deposit	$200	$200	$200
TREASURER			
Utility Sign-up Processing	$30	$30	$30
Disconnect/connect fee (Water and Power)	$50	$50	$50
Overdue Charge / month (if past 30 days)	1.5%	1.5%	1.5%
Returned Check	Max Allowed by Law	Max Allowed by Law	Max Allowed by Law

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
STREETS			
Road Cut Fees - April 1 - November 30			
Road Cut Base Fee	$250	$250	$250
Road Cut Fee (Base fee plus)			
Charge per sq ft of Road Cut x < 5 years Foot for area	$0.50	$0.50	$0.50
Charge per sq ft of Road Cut x > 5 years Foot for area	$0.25	$0.25	$0.25
Bore Directional Base Fee	$150	$150	$150
Bore per linear foot (Base fee plus)	$0.25	$0.25	$0.25
Pothole per Core	$25	$25	$25
Road Closure	$250	$250	$250
Road Closure Extension	$100	$100	$100
Road Cut Fees - Emergencies Only December 1 - March 31			
Road Cut Base Fee	$350	$350	$350
Road Cut Fee (Base fee plus)			
Charge per sq ft of Road Cut x < 5 years Foot for area	$0.50	$0.50	$0.50
Charge per sq ft of Road Cut x > 5 years Foot for area	$0.25	$0.25	$0.25
Bore Directional Base Fee	$200	$200	$200
Bore per linear foot (Base fee plus)	$0.25	$0.25	$0.25
Pothole per Core	$25	$25	$25
Road Closure	$300	$300	$300
Road Closure Extension	$150	$150	$150
No Permit Fine	$500	$500	$500
Transportation Impact Fee:			
Single family residential (per dwelling unit)	$1,163	$1,163	$1,163
Multi family residential (per dwelling unit)	$708	$708	$708
General office	$363	$363	$363
Hotel	$318	$318	$318
Industry	$73	$73	$73
Light industry	$266	$266	$266
Specialty retail	$878	$878	$878
Supermarket	$1,556	$1,556	$1,556
Superstore	$469	$469	$469
Warehousing	$197	$197	$197
Medical / Dental Bldg	$920	$920	$920
Drive in Bank	$2,710	$2,710	$2,710
Drugstore w/Drive	$1,477	$1,477	$1,477
Auto Parts	$1,407	$1,407	$1,407
Tire Store	$756	$756	$756
Gas Station w/Convenience Store	$1,983	$1,983	$1,983
High Turnover Restaurant	$1,939	$1,939	$1,939
Fast Food w/Drive	$7,558	$7,558	$7,558
Church	$212	$212	$212
Elementary School	$169	$169	$169
Middle School	$214	$214	$214
GARBAGE			
First garbage tote / month	$13.68	$13.68	**$14.43**
Additional garbage tote(s) each / month	$10.65	$10.65	**$9.65**
Recyclables tote (bi-weekly collect) / month	Free	Free	Free
Green waste tote / month (Mar. - Nov. only)	$6.92	Discontinue	**$7.92**
STORM DRAIN			
Impact Fee / acre (.25 acre minimum)	$1,391	$1,391	$1,391
Service Charge:			
Residential / month	$5.00	$5.25	**$5.50**
Commercial / 1,000 sq. ft. of impervious surface	$1.67	$1.75	**$1.83**

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
CULINARY WATER			
Water Connection Fee:			
3/4" Meter	$406.63	$425.62	$425.62
1" Meter	$465.86	$514.67	$514.67
1 1/2" Meter	$1,490.61	$1,691.38	$1,691.38
2" Meter	$1,676.93	$1,906.68	$1,906.68
3" Meter	$2,011.34	$2,278.10	$2,278.10
4" Meter	$3,310.56	$3,785.21	$3,785.21
6" Meter	$5,542.59	$6,368.80	$6,368.80
8" Meter	$9,455.76	$9,455.76	$9,455.76
Water Impact Fee:			
Residential / dwelling unit	$1,194.07	$1,194.07	$1,194.07
Non-Residential			
3/4" Meter	$1,194.07	$1,194.07	$1,194.07
1" Meter	$3,184.19	$3,184.19	$3,184.19
1 1/2" Meter	$3,980.23	$3,980.23	$3,980.23
2" Meter	$12,736.75	$12,736.75	$12,736.75
3" Meter	$27,861.64	$27,861.64	$27,861.64
4" Meter	$50,150.95	$50,150.95	$50,150.95
6" Meter	$111,446.56	$111,446.56	$111,446.56
8" Meter	$191,051.25	$191,051.25	$191,051.25
Water Service Charge:			
Residential			
Base rate / connection / month	$18.29	$18.84	$18.84
per 1,000 gallon used from 1 - 30,000 gallons	$1.23	$1.26	$1.26
per 1,000 gallon > 30,000 gallons	$2.45	$2.53	$2.53
Commercial			
Base rate / connection / month	$18.29	$18.84	$18.84
per 1,000 gallon used	$1.23	$1.26	$1.26
PRESSURIZED IRRIGATION			
PI Connection Fee:			
1" Lateral	$485.22	$541.66	$541.66
1 1/2" Lateral	$1,954.86	$2,493.58	$2,493.58
2" Lateral	$2,025.55	$2,586.91	$2,586.91
3" Lateral	$5,195.12	$5,195.12	$5,195.12
4" Lateral	$5,217.90	$5,908.68	$5,908.68
6" Lateral	$5,887.77	$6,352.87	$6,352.87
8" Lateral	$7,672.42	$7,672.42	$7,672.42
10" Lateral	$9,079.94	$9,079.94	$9,079.94
PI Impact Fee:			
Residential (Single and Multi-Family) / acre (.25 acre minimum)	$4,378.63	$4,378.63	$4,378.63
Non-Residential / pervious acre (.25 acre minimum)	$6,736.35	$6,736.35	$6,736.35
PI Service Charge:			
Base rate / connection / month	$5.46	$5.63	**$5.90**
+ / sq ft of lot divided by 43560	$50.09	$51.59	**$54.17**
Minimum / month charge	$15.48	$15.95	**$16.74**
Pre-construction water permit base	$85	$85	$85
+ / 1,000 sq ft of lot	$1	$1	$1
or + / lot (whichever is less)	$25	$25	$25
Fire Hydrant Non-Metered Usage	$110	$110	$110
Additional cost per lot (if greater than 1)	$25	$25	$25
Metered Fire Hydrant Permit Processing	$45	$45	$45
(+ / Utility Sign-up Processing)	$30	$30	$30
Hydrant meter deposit	$1,550	$1,550	$1,550
Base rate / metered fire hydrant connection / month	$5.46	$5.63	**$5.90**
+ / 1,000 gallons used	$0.80	$0.80	**$0.80**
Minimum / month charge	$15.48	$15.95	**$16.74**
Shareholder Charge base	$7.65	$7.88	**$8.27**
+ / month / share	$7.02	$7.23	**$7.59**

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
Penalty for violation of secondary water conservation code			
First violation	Written notice	Written notice	Written notice
Second violation	$100	$100	$100
Third	Class C misdemeanor	Class C misdemeanor	Class C misdemeanor
SEWER			
Impact Fee:			
Residential / dwelling unit	$761.43	$761.43	$761.43
Non-Residential			
3/4" Meter	$761.43	$761.43	$761.43
1" Meter	$2,059.65	$2,059.65	$2,059.65
1 1/2" Meter	$2,568.54	$2,568.54	$2,568.54
2" Meter	$8,184.05	$8,184.05	$8,184.05
3" Meter	$17,995.01	$17,995.01	$17,995.01
4" Meter	$30,852.95	$30,852.95	$30,852.95
6" Meter	$71,988.30	$71,988.30	$71,988.30
8" Meter	$123,412.42	$123,412.42	$123,412.42
Service Charge:			
Base rate / connection / month	$20	$20	**$20.60**
+ /1,000 gallons used	$2.06	$2.06	**$2.12**
Timpanogos Special Service District			
Impact Fee:			
Single Family Housing / house	$1,785.55	See T.S.S.D.	See T.S.S.D.
Multi Unit Residential / dwelling unit	$1,785.55	See T.S.S.D.	See T.S.S.D.
Commercial, Industrial, Institutional	See T.S.S.D.	See T.S.S.D.	See T.S.S.D.
ELECTRIC			
Connection Fee:			
Residential Single Phase up to 200 AMPS (self contained)	$374.02	$374.02	$374.02
Residential Single Phase 201-400 AMPS (self contained)	$442.02	$442.02	$442.02
Commercial Single Phase up to 200 AMPS (self contained)	$264.02	$264.02	$264.02
Commercial Single Phase 201-400 AMPS (self contained)	$280.02	$280.02	$280.02
Commercial Single Phase 201-400 AMPS (instrament rated)	$1,588.17	$1,588.17	$1,588.17
Commercial 3 Phase up to 400 AMP (self contained)	$575.62	$575.62	$575.62
Commercial 3 Phase 401-800 AMP (instrament rated)	$1,764.17	$1,764.17	$1,764.17
Commercial 3 Phase 801-4000 AMP (intrament rated)	$1,582.17	$1,582.17	$1,582.17
Single Phase Multimeter / meter	$140	$140	$140
(AMPS cost schedule same as single meter)			
3 Phase Multimeter / meter	$365	$365	$365
(AMPS cost schedule same as single meter)			
Net Meter	$394.81	$394.81	$394.81
Impact Fee:			
Residential Single Phase (120/240) Service Sizes:			
AMPS KVA Peak Demand			
100 24 5	$1,187.71	$1,187.71	$1,187.71
125 30 6	$1,484.64	$1,484.64	$1,484.64
150 36 7	$1,732.08	$1,732.08	$1,732.08
200 48 8	$1,979.52	$1,979.52	$1,979.52
225 54 10	$2,474.40	$2,474.40	$2,474.40
250 60 11	$2,721.84	$2,721.84	$2,721.84
300 72 12	$2,969.28	$2,969.28	$2,969.28
350 84 13	$3,216.72	$3,216.72	$3,216.72
400 96 14	$3,464.16	$3,464.16	$3,464.16
Commercial Single Phase (120/240) Service Sizes:			
AMPS KVA Peak Demand			
100 24 5	$1,187.71	$1,187.71	$1,187.71
125 30 7	$1,732.08	$1,732.08	$1,732.08
150 36 9	$2,226.96	$2,226.96	$2,226.96
200 48 14	$3,464.16	$3,464.16	$3,464.16
250 60 15	$3,712.05	$3,712.05	$3,712.05
300 72 17	$4,206.99	$4,206.99	$4,206.99
350 84 18	$4,454.46	$4,454.46	$4,454.46
400 96 19	$4,701.36	$4,701.36	$4,701.36

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
Commercial/Residential 3 Phase (120/240) Service Sizes:			
AMPS KVA Peak Demand			
125 45 16	$3,959.04	$3,959.04	$3,959.04
150 54 24	$5,938.56	$5,938.56	$5,938.56
200 72 31	$7,670.64	$7,670.64	$7,670.64
225 81 35	$8,658.30	$8,658.30	$8,658.30
250 90 39	$9,662.49	$9,662.49	$9,662.49
300 108 47	$11,670.86	$11,670.86	$11,670.86
350 126 55	$13,679.23	$13,679.23	$13,679.23
400 144 63	$15,588.72	$15,588.72	$15,588.72
500 180 80	$19,701.95	$19,701.95	$19,701.95
600 216 94	$23,259.36	$23,259.36	$23,259.36
800 288 126	$31,177.44	$31,177.44	$31,177.44
Commercial/Residential 3 Phase (120/208) Service Sizes:			
AMPS KVA Peak Demand			
1000 360 157	$38,848.07	$38,848.07	$38,848.07
1200 432 189	$46,766.15	$46,766.15	$46,766.15
1600 576 252	$62,354.87	$62,354.87	$62,354.87
2000 721 315	$77,943.59	$77,943.59	$77,943.59
2500 901 394	$97,491.35	$97,491.35	$97,491.35
Commercial/Residential 3 Phase (277/480V) Service Sizes:			
AMPS KVA Peak Demand			
125 104 35	$8,660.40	$8,660.40	$8,660.40
150 125 52	$12,866.88	$12,866.88	$12,866.88
200 166 73	$18,063.12	$18,063.12	$18,063.12
225 187 84	$20,784.96	$20,784.96	$20,784.96
250 208 93	$23,011.92	$23,011.92	$23,011.92
300 250 112	$27,713.28	$27,713.28	$27,713.28
350 291 131	$32,414.64	$32,414.64	$32,414.64
400 333 145	$35,878.79	$35,878.79	$35,878.79
500 416 187	$46,271.28	$46,271.28	$46,271.28
600 499 219	$54,189.35	$54,189.35	$54,189.35
800 665 290	$71,757.59	$71,757.59	$71,757.59
1000 831 364	$90,068.15	$90,068.15	$90,068.15
1200 998 436	$107,883.82	$107,883.82	$107,883.82
1600 1330 583	$144,257.50	$144,257.50	$144,257.50
2000 1663 728	$180,136.29	$180,136.29	$180,136.29
2500 2078 910	$225,170.37	$225,170.37	$225,170.37
3000 2494 1092	$270,204.44	$270,204.44	$270,204.44
3500 2910 1272	$314,743.63	$314,743.63	$314,743.63
3750 3118 1363	$337,260.67	$337,260.67	$337,260.67
4000 3326 1454	$359,777.70	$359,777.70	$359,777.70
Service Charge:			
Residential			
Monthly Customer Charge/Base	-	$2.50	**$5.00**
Energy Charge (0-1,000 kWh) ($/kWh)	$0.087612	$0.104612	**$0.101590**
Energy Charge (over 1,000 kWh) ($/kWh)	$0.087612	$0.11020	**$0.10994**
Commercial			
Monthly Customer Charge/Base (if No Demand)	$9	$10	**$11**
+ / kWh, 1st 1,000 kWh (if no demand)	$0.098	$0.114	**$0.10998**
+ / kWh, >1st 1,000 kWh (if no demand)	$0.0661	$0.0940	**$0.10098**
Monthly Customer Charge/Base (if Demand)	$9	$14	**$19**
+ / kWh, 1st 1,000 kWh (if demand)	$0.098	$0.084	**$0.08198**
+ / kWh, > 1st 1,000 kWh (if demand)	$0.0661	$0.0840	**$0.08198**
+ Demand / kW	$7.75	$8.75	**$9.00**
Net Meter			
Monthly Customer Charge/Base	-	$2.50	**$5.00**
Energy Charge (0-1,000 kWh) ($/kWh)	$0.087612	$0.104612	**$0.101590**
Energy Charge (over 1,000 kWh) ($/kWh)	$0.087612	$0.11020	**$0.10994**
kWh credit if generated by Customer exceeds consumption	$0.087612	$0.084590	**$0.084590**
Feed In Tariff			
Class 1 (1 kW to 10 kW) - credit per kWh	$0.05	$0.05	$0.05
Class 1 (>10 kW to 1,000 kW) - credit per kWh	$0.04	$0.04	$0.04
PPAC (all energy)($0.017/kWh)	-	$0.017	$0.017
included in all Energy Charges and all Rate Classes above			

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
Meter Tampering	$100	$100	$100
Conduit Lease Fee (per foot, per year)	$0.75	$0.75	$0.75
Pole Attachment / year	$18	$18	$18
Solar Meter Fee (Connection Fee)	$500	$500	$500
10 kW to 50 kW Solar Interconnection Study	$1,500	$350	$350
Over 50 kW Solar Interconnection Study	-	$1,500	$1,500
Banner Installation and Removal	$150	$150	$150
+ each additional week	$50	$50	$50
FIBER			
Residential Subscription Fees (network & infrastructure fees only - ISP fees to be charged separately by ISP)			
250 Mbps	-	-	**$52**
1000 Mbps	-	-	**$57**
2 Gbps	-	-	**$67**
10 Gbps	-	-	**$107**
Commerical Subscription Fees	-	-	**varies based on service level**
LEGACY CENTER			
Rentals:			
Field Rental / day	$150	$165	$165
+ deposit	$125	$125	$125
Field Rental / hour / field	$30	$33	$33
+ deposit / hour / field	$25	$25	$25
Field Rental / 4 hours / field (Baseball only)	$90	$99	$99
+ deposit / 4 hours / field (Baseball only)	$75	$83	$83
Additional Field Prep / diamond (Baseball only)	$45	$50	$50
+ on Saturdays and Holidays (Baseball only)	$60	$66	$66
Field Lighting / hour / field	$25	$28	$28
Daily Pass			
Adult Full Facility (Ages 18-59)	$6	$6	$6
Youth Full Facility (Ages 12-17)	$5	$6	$6
Child Full Facility (Ages 3-11)	$4	$5	$5
Toddler (2 & under)	Free	Free	Free
Senior Full Facility (Ages 60+)	$4	$5	$5
Group Rate Discounts:			
10-29 People (discount / person)	$0.50	$0.50	$0.50
30-49 People (discount / person)	$1	$1	$1
50 or more (discount / person)	$1.50	$1.50	$1.50
Gym	$3	$3.50	$3.50
Weight & Cardio	$3	$3.50	$3.50
Aerobics Class	$4	$4.50	$4.50
Water Aerobics	$4	$4.50	$4.50
Cycling Class	$4	$4.50	$4.50
Track	$1	$1.25	$1.25
Climbing Wall	$8	$8	$8
Day Care, first child / hour	$2.50	$2.50	$2.50
+ / additional child / hour	$1.50	$1.50	$1.50
Punch Card			
Day Care	$36	$36	$36
Memberships:			
20% discount @ Health & Fitness Fair			
10% off annual pass during Member Appreciation Week			
Monthly Pass	Non-Resident / Resident	Non-Resident / Resident	Non-Resident / Resident
Family/Group	$54 / $49	$56 / $51	**$85 / $52**
Additional Person	$3.50 / $3.00	$4.00 / $3.50	**$5.00** / $3.50
Adult Couple (18-59)	$44 / $40	$45 / $42	**$69** / $42
Adult Individual (18-59)	$30 / $27	$31 / $28	**$47** / $28
Youth Individual (12-17)	$17 / $15	$17 / $16	**$27** / $16
Child Individual (3-11)	$14 / $12	$14 / $13	**$21** / $13
Toddler (2 & under)	Free / Free	Free / Free	Free / Free
Senior Couple (60+)	$30 / $27	$31 / $28	**$47** / $28
Senior Individual (60+)	$17 / $15	$17 / $16	**$27** / $16

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022		APPROVED FY 2023		PROPOSED FY 2024	
	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident
Annual Pass						
Family/Group	$545	$495	$565	$510	**$860**	**$520**
Additional Person	$33	$31	$35	$33	**$56**	**$34**
Adult Couple (18-59)	$440	$400	$455	$415	**$695**	**$420**
Adult Individual (18-59)	$305	$280	$315	$290	**$480**	$290
Youth Individual (12-17)	$170	$155	$175	$160	**$265**	$160
Child Individual (4-11)	$135	$125	$140	$130	**$215**	$130
Senior Couple (60+)	$305	$280	$315	$290	**$480**	$290
Senior Individual (60+)	$170	$155	$175	$160	**$265**	$160
Summer Pass						
Family/Group	Discontinue		Discontinue		**$310**	**$188**
Programs:						
Team Sports						
Women's Volleyball	$325	$270	$350	$290	**$600**	**$400**
Coed Volleyball	$325	$270	$350	$290	**$600**	**$400**
Men's Softball	-	-	-	-	**$500**	**$750**
Men's Basketball	$930	$775	$980	$815	**$1,240**	**$825**
Youth Sports						
Wrestling	$56	$47	$59	$49	**$68**	**$50**
(if member)	$50	$42	$53	$44	**$61**	**$50**
Girls Volleyball	$70	$52	$74	$55	**$84**	**$56**
(if member)	$63	$47	$67	$50	**$76**	$50
Volleyball Camp	$61	$45	$65	$48	**$74**	**$49**
Flag Football (K-6th)	$66	$49	$70	$52	**$72**	**$53**
(if member)	$59	$44	$63	$47	**$65**	**$48**
Flag Football (7th-8th)	$81	$60	$85	$63	**$86**	**$64**
(if member)	$73	$54	$77	$57	$77	**$58**
Flag Football (9th-10th Teams)	-	-	$837	$620	**$845**	**$625**
Indoor Soccer	$53	$39	$55	$41	**$63**	**$42**
(if member)	$48	$35	$50	$37	**$57**	**$38**
Outdoor Soccer (K-6th)	$53	$39	$55	$41	**$63**	**$42**
(if member)	$48	$35	$50	$37	**$57**	**$38**
Outdoor Soccer (7th-9th)	$68	$50	$72	$53	**$73**	**$54**
(if member)	$61	$45	$65	$48	**$66**	**$49**
Youth Track & Field	$84	$62	$88	$65	**$99**	**$66**
Cross Country	-	-	-	-	**$69**	**$46**
Golf - 7yrs & Under	$47	$39	$49	$41	**$63**	**$42**
Golf - 8yrs & Up	$83	$69	$86	$72	**$110**	**$73**
Golf - Advanced	$109	$91	$115	$96	**$146**	**$97**
Tennis	$78	$58	$82	$61	**$84**	**$62**
(if member)	$70	$52	$74	$55	**$76**	**$56**
Kids Sports Camp	$62	$52	$65	$54	**$83**	**$55**
(if member)	$56	$47	$59	$49	**$75**	**$50**
Basketball Camp - 3 Day (Skyridge) K-2nd	$60	$60	$68	$68	**$65**	**$65**
Basketball Camp - 3 Day (Skyridge) 3rd-4th	-	-	-	-	**$65**	**$65**
Basketball Camp - 3 Day (Skyridge) 5th-8th	$85	$85	$82	$82	**$95**	**$95**
Basketball Camp - 3 Day (Skyridge) 9th-12th	$70	$70	$82	$82	**$95**	**$95**
Basketball Camp - 4 Day (LC) 1st-2nd	$60	$60	$82	$82	**$80**	**$80**
Basketball Camp - 4 Day (LC) 3rd-5th	$75	$75	$82	$82	**$80**	**$80**
Basketball Camp - 4 Day (LC) 6th-9th	$90	$90	$82	$82	**$80**	**$80**
Basketball Camp - Girls - 3 Day (Skyridge) K-2nd	$80	$80	$52	$52	**$50**	**$50**
Basketball Camp - Girls - 3 Day (Skyridge) 3rd-12th	-	-	$78	$78	**$75**	**$75**
Jr. Jazz Basketball (K-4th grade)	$61	$45	$65	$48	**$69**	**$51**
(if member)	$55	$41	$59	$43	**$62**	**$46**
Jr. Jazz Basketball (5th-6th grade)	$78	$58	$84	$62	**$88**	**$65**
(if member)	$70	$52	$76	$56	**$79**	**$59**
Jr. Jazz Basketball (7th-8th grade)	$96	$71	$101	$75	**$105**	**$78**
(if member)	$86	$64	$91	$68	**$95**	**$70**
Jr. Jazz Basketball (9th-12th)-Teams only	$755	$630	$800	$665	**$1,053**	**$780**

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022		APPROVED FY 2023		PROPOSED FY 2024	
	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident
Baseball (3rd-8th grade)	$132	$88	$141	$94	**$150**	**$100**
(if member)	$119	$79	$127	$85	**$135**	**$90**
Baseball (2nd grade) - **Machine Pitch**	$77	$57	$81	$60	**$82**	**$61**
(if member)	$69	$51	$73	$54	**$74**	**$55**
Baseball (T-ball & coach pitch)	$61	$45	$63	$47	**$65**	**$48**
(if member)	$55	$41	$57	$42	**$59**	**$43**
Softball (3rd-11th grade)	$132	$88	$141	$94	**$150**	**$100**
(if member)	$119	$79	$127	$85	**$135**	**$90**
Swimming						
Summer Swimming Lessons	$56	$37	$59	$39	**$60**	**$40**
(if member)	$50	$33	$53	$35	**$54**	**$36**
School Year Swimming Lessons	$56	$37	$59	$39	**$60**	**$40**
(if member)	$50	$33	$53	$35	**$54**	**$36**
Summer Rec Swim Team	$167	$111	$179	$119	**$183**	**$122**
Summer Rec Swim Camp	$30	$20	$33	$22	$33	$22
Dance & Cheer Camp						
5 & 6 year olds	$48	$40	$52	$43	**$59**	**$44**
7-14 years old	$75	$75	$79	$79	**$80**	**$80**
Dance						
Enrollment Fee	$26	$26	$31	$31	**$32**	**$32**
40 minutes	$46	$38	$48	$40	**$49**	**$41**
50 minutes	$48	$40	$52	$43	**$53**	**$44**
Summer Dance Class	$97	$81	$102	$85	**Discontinue**	
Summer Dance - 40 minutes	-	-	-	-	**$92**	**$68**
Summer Dance - 50 minutes	-	-	-	-	**$108**	**$80**
Sessions:						
Babysitter Certification	$89	$66	$93	$69	**$105**	**$70**
CPR & First Aid	$76	$63	$79	$66	**$90**	**$67**
Hunter Safety	$12	$8	$12	$8	$12	$8
Itty Bitty Baseball	$48	$40	$50	$42	**$52**	**$43**
(if member)	$43	$36	$45	$38	**$47**	**$39**
Itty Bitty Soccer	$48	$40	$50	$42	**$52**	**$43**
(if member)	$43	$36	$45	$38	**$47**	**$39**
Itty Bitty Basketball	$48	$40	$50	$42	**$52**	**$43**
(if member)	$43	$36	$45	$38	**$47**	**$39**
Itty Bitty Football	$48	$40	$50	$42	**$52**	**$43**
(if member)	$43	$36	$45	$38	**$47**	**$39**
Itty Bitty Ball	$48	$40	$50	$42	**$52**	**$43**
(if member)	$43	$36	$45	$38	**$47**	**$39**
Parenting With Love & Logic	$44	$37	$47	$39	**$48**	**$40**
Scrapbooking	$32	$27	$34	$28	**Discontinue**	
Scrapbooking, Crafting & More	$44	$37	$46	$38	**Discontinue**	
Sign Language	$58	$48	$60	$50	**$69**	**$51**
Women On Weights- members only	$170	$140	$180	$150	$180	$150
Summer Youth Camp	$62	$52	$65	$54	**$83**	**$55**
Princess & Superhero Party	$17	$14	$17	$14	**$19**	$14
Bunko Night	-	-	$18	$15	$18	$15
Safety On Wheels Fair	$17	$14	$18	$15	$18	$15
Adult Art Class	-	-	-	-	**$34**	**$28**
RAD Women	$20	$20	$42	$42	$42	$42
Science Class	$131	$109	$124	$89	**$120**	**$89**
Science Camp	-	-	-	-	**$169**	**$125**
Robotics Camp	-	-	-	-	**$161**	**$134**
Teen Night	$14	$12	$28	$24	**$30**	**$25**
Social Date Dance Night	$10	$10	$11	$11	$11	$11
Kids Hiking Club	$18	$15	$19	$16	**$20**	**$17**

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022		APPROVED FY 2023		PROPOSED FY 2024	
	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident
Fishing Club	$35	$35	$37	$37	**$46**	**$38**
Computer Game Programming Classes	$175	$146	$185	$154	**$186**	**$155**
Lego Engineering Camp - 3 Hours	$166	$166	$195	$195	**$266**	**$197**
Lego Engineering Camp - 1 1/2 Hours	-	-	$108	$108	**$149**	**$110**
Lego Engineering Class	-	-	$97	$97	**$132**	**$98**
Magic Camp	-	-	$233	$233	**$236**	**$236**
Art Class	-	-	$45	$45	**$63**	**$47**
Youth Entrepreneur Fair	$10	$10	$11	$11	**$17**	$11
Sewing Camp	$40	$40	$46	$46	**$71**	**$47**
Gymnastics - Fall						
45 minutes 1 day per week	$51	$38	$57	$41	**$63**	**$42**
1 hour 1 day per week	$57	$42	$61	$45	**$69**	**$46**
1 hour 1 day per week - Ninja	-	-	$66	$49	**$68**	**$50**
1 1/4 hours 2 days per week (PreTeam)	$89	$81	$92	$84	**$102**	**$85**
1 1/2 hours 1 day per week	$64	$53	$68	$57	**$70**	**$58**
1 1/2 hours 2 days per week	$112	$93	$120	$100	**$153**	**$102**
1 1/2 hours 2 days per week (PreTeam)	$101	$93	$108	$98	**$119**	**$99**
2 hours 1 day per week	-	-	-	-	**$83**	**$69**
2 hours 3 days per week	$150	$143	$152	$145	**$176**	**$147**
3 hours 2 days per week	$158	$150	$161	$153	**$186**	**$155**
3 hours 3 days per week	$197	$189	$205	$195	**$236**	**$197**
5 hours per week	-	-	-	-	**$160**	**$133**
8 hours per week	-	-	-	-	**$209**	**$174**
Ninja Camp	-	-	-	-	**$83**	**$69**
Extra Class	-	-	$59	$59	**Discontinue**	
Cheer						
Enrollment Fee	$15	$15	$16	$16	$16	$16
40 minutes (Fall)	$44	$37	$47	$39	**$48**	**$40**
50 minutes (Fall)	$48	$40	$52	$43	**$53**	**$44**
Cheer (Summer)						
40 minutes	$77	$64	$80	$67	**$82**	**$68**
50 minutes	$90	$75	$95	$79	**$96**	**$80**
Preschool						
2 days a week	$95	$79	$100	$83	**$113**	**$84**
3 days a week	$118	$98	$124	$103	**$140**	**$125**
Summer Preschool	$186	$155	$196	$163	**$223**	**$165**
Hap Ki-Do	$74	$62	$78	$65	**$89**	**$80**
Other Programs						
Slim-to-Win	$340	$340	$355	$355	**Discontinue**	
Concealed Weapons Permit Class	$50	$50	$53	$53	**$54**	**$54**
Personal & Home Safety Class	-	-	-	-	**$34**	**$25**
Adaptive Volleyball	$35	$35	$35	$35	**$36**	**$36**
Adaptive Basketball	$36	$36	$35	$35	**$36**	**$36**
Adaptive Bowling	$35	$35	$35	$35	**$40**	**$40**
Private Swim Lessons	$26	$26	$27	$27	**$41**	$27
Semi-Private Swim Lessons	$16	$16	$16	$16	**$24**	$16
Private Gymnastics Lessons	$26	$26	$27	$27	**$41**	$27
Semi-Private Gymnastics Lessons	$16	$16	$16	$16	**$24**	$16
Ski & Snowboarding School (established in conjunction with American Fork City)	$336	$280	$360	$300	**$480**	**$320**
Adaptive Swim Team	$58	$43	$59	$44	**$55**	$44
USA Swim Team - Dolphins	$100	$74	$105	$78	**$107**	**$79**
USA Swim Team - Sharks	$103	$76	$108	$80	**$109**	**$81**
USA Swim Team - Junior Prep	$113	$84	$119	$88	**$120**	**$89**
USA Swim Team - Juniors	$122	$90	$127	$94	**$128**	**$95**
USA Swim Team - Senior (Mar-Aug)	$142	$105	$147	$109	**$149**	**$110**
USA Yearly Membership Fee (paid directly to USA Swimming)	$95	$95	$100	$100	**Discontinue**	
WSI	$175	$175	$180	$180	**$185**	**$185**
Lifeguard Class	$200	$200	$205	$205	$205	$205
Masters Swimming	$42	$35	$43	$36	**$49**	$36

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
Facility Services:			
Body Fat Testing	$13	$14	**$21** | $14
Personal Training	Per trainer	Per trainer	Per trainer
Birthday Party Packages			
Package 1 - Room	$85	$90	$90
Package 2 - Room & Rock Wall	$100	$105	$105
Package 3 - Room & Swim	$110	$115	$115
Package 4 - Room, Swim & Rock Wall	$135	$145	$145
Kid Fit - 1st Child	$2.50	$2.50	$2.50
Kid Fit - Each Additional Child	$1.50	$1.50	$1.50
Facility Rentals			
Pool Rental / 2 hour rental	$375	$400	$400
Pool Rental - Alpine School District meet	$450	$500	$500
Lap Lanes - Short Course - Alpine School District	$10	$13	$13
Lap Lanes - Long Course - Alpine School District	$12	$15	$15
Lap Lanes - Short Course	$12	$15	$15
Lap Lanes - Long Course	$12	$15	$15
Full Gymnasium / hour	$55	$60	$60
each additional after 3 hours	$25	$30	$30
all day	$250	$265	$265
Half Gymnasium	$40	$45	$45
each additional after 3 hours	$20	$25	$25
all day	$180	$190	$190
Full Multi - purpose Room	$55	$60	$60
each additional after 3 hours	$25	$30	$30
all day	$250	$265	$265
Half Multi - purpose Room	$40	$45	$45
each additional after 3 hours	$20	$25	$25
all day	$180	$190	$190
Small Conference Room	$40	$45	$45
each additional after 3 hours	$20	$25	$25
all day	$180	$190	$190
Climbing Wall / hour	$40	$45	$45

OUTDOOR POOL

	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident
Season Pass						
Family (up to 6 people)	$193	$168	$212	$185	**$310**	**$188**
+ each additional family member	$30	$30	$33	$33	**$56**	**$34**
If Legacy Center year-round pass holder (30 % discount)	$135	$118	$148	$130	**$217**	**$132**
Individual	$110	$84	$121	$92	**$153**	**$93**
Pool Rental (2 hr rental)	$425		$450		$450	
Daily Admission						
Ages 3 and under	Free		Free		Free	
Individual (Ages 4-11)	$5		$5		$5	
Individual (Ages 12-59)	$6		$6		$6	
Seniors (Ages 60+)	$2		$5		$5	
Lap Swimming	$4		$4.50		$4.50	
Water Aerobics	$4		$4.50		$4.50	
Group Rate Discounts:						
5-9 people (discount / person)	$0.50		$0.50		$0.50	
10 or more (discount / person)	$1		$1		$1	
Monday Family Night **4:00 pm - 6:50 pm** (up to 8 people)	$25		$25		$25	

LEHI CITY FY 2024 FEE SCHEDULE

FEE INFORMATION	APPROVED FY 2022	APPROVED FY 2023	PROPOSED FY 2024
INFORMATION CENTER			
Dumpster Rental/dumpster (for residents who pay garbage to Lehi City	$200	$200	$200
Landfill Transfer Station Punch Card:			
Punch Card (1 card per year for residents who pay garbage to Lehi City)	Free	Free	Free
Fingerprinting:			
Resident	$10	$10	$10
Non-Resident	$25	$25	$25
Lehi History Book (Earlier Version)	$15	$15	$15
Lehi History Book (Latest Version)	$35	$35	$35
Both History Books	$40	$40	$40
Business License			
Home-Occupied Business (no impact)	No Fee	No Fee	No Fee
Home-Occupied Business (impact) - fire inspection fee	No Fee	No Fee	**$10**
General	$80	$80	**$100**
Base Fee	$80	$80	**$100**
Fireworks	$40	$40	$60
Seasonal/Temporary (Christmas tree lot, snow cone shack, etc)	$40	$40	**$40**
Beer License	$150	$150	**$175**
Single event alcohol	$50	$50	**$100**
Alcohol License	$300	$300	**$320**
Solicitor (per person)	$50	$50	$50
Reactivation Fee (license closed after 90 days of non-payment - fee assessed after all license fees are paid in full)	-	-	**$25**
Late Fee	25% of the renewal fee if not paid within 45 days of renewal date	25% of the renewal fee if not paid within 45 days of renewal date	**35% of the renewal** fee if not paid within 45 days of renewal date
Animal Licenses: (licenses issued through NUVAS)			
Passport			
Passport Application Fees* (In addition to State Department Charges**)	$35	$35	$35
Photo Fee	$10	$10	**$12**
Overnight Fee	Fee set by USPS	Fee set by USPS	Fee set by USPS

*Please contact the Lehi Passport Acceptance Facilility for State Department Charges

**Passport Processing Fees are set by the U.S. Department of State and will be adjusted as often as the Federal Government adjusts the fee schedule.

CIVIL FINE SCHEDULE			
Parking Violations:			
If paid within 5 business days:			
Overtime Parking (7-1-1)	$25	$25	$25
Snow Removal (7-1-1)	$25	$25	$25
Restricted Vehicles in Residential Zone (7-1-2)	$25	$25	$25
Trailer on Roadway 12 hrs (7-1-2)	$25	$25	$25
Parking Within 30' Sign or Signal (41-6A-1401)	$25	$25	$25
Double Parking (41-6A-1401)	$25	$25	$25
Parking Within Intersection (41-6A-1401)	$25	$25	$25
Parking Out of Stall (41-6A-1401)	$25	$25	$25
Parking Within 20' of Crosswalk (41-6A-1401)	$25	$25	$25
Blocking Driveway (41-6A-1401)	$25	$25	$25
Abandoned Vehicle 48 hrs (41-6A-1408)	$25	$25	$25
Red Curb, Yellow Curb, Sign (41-6A-1401)	$30	$30	$30
Parking On or Over Sidewalk (41-6A-1401)	$30	$30	$30
Parking in Firelane (41-6A-1401)	$30	$30	$30
Parking Within 15' Fire Hydrant (41-6A-1401)	$30	$30	$30
Parked Facing Traffic (41-6A-1402)	$30	$30	$30
Disability Space (41-1A-414)	$125	$125	$125
Any Other Parking Violation under City Code or State Law	$25	$25	$25
If Applicable; +/ any towing and storage fees	100%	100%	100%
If Paid Between 6-10 business days (multiplied by base fine amt)	x2	x2	x2
If Paid After 10 business days (multiplied by base fine amt)	x3	x3	x3

***Changes made to fees are marked in BOLD under the Proposed FY 2024 column**

LEHI CITY CORPORATION

MAYOR'S TENTATIVE BUDGET FY 2024



LEHI CITY CORPORATION

MAYOR'S TENTATIVE BUDGET FY 2024

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LEHI CITY CORPORATION

MAYOR'S TENTATIVE BUDGET FY 2024

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LEHI CITY CORPORATION

MAYOR'S TENTATIVE BUDGET FY 2024

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LEHI CITY

153 North 100 East
Lehi, Utah 84043-1895
801-768-7100

April 11, 2023

Dear City Council members,

I am pleased to present to you a budget for the upcoming 2023-24 fiscal year. This budget is the culmination of many hours of work which began with the budget retreat in February. The budget is presented based on priorities identified by the City Council and proposals presented by City staff. I commend our City Departments for their dedication to providing quality services for our residents and keeping within budget restraints. All requests were made with this focus in mind and would enhance services provided by the City. Unfortunately, based on budget estimates and funding availability, many requests will need to be reconsidered next year. Careful consideration was made to maintain growth at a conservative level consistent with a growing community.

Commercial and residential growth continue with 993 new permits for homes and businesses in the City. Current estimates place the City's population at 79,798 making Lehi the eleventh largest City in the State of Utah. Rapid growth brings opportunities as well as challenges. More residents increase pressure on City infrastructure. Therefore, continued capital investments must occur. This budget reflects investment in parks, roads, utilities, and building assets. These investments need to occur now to prepare for the City's future.

Lehi's growth can be witnessed financially in both tax revenues and other general revenues. Sales tax revenues have continued to grow at a healthy pace. Property taxes also increased, but at slower growth as guided by Utah property tax laws. No tax increase is proposed this year.

Budget forecasts continue to be made conservatively for the City to respond to changing conditions. The intent is to maintain a high level of service, take care of the City's employees, while remaining able to respond to economic realities. We continue to follow City budgeting policies and best practices that allow for flexibility in the future. This requires attention be paid to growth in both revenues and expenditures.

In evaluating the overall city budget, expenditures in all funds for the fiscal year 2024 total $307,018,940. This year's budget emphasizes an investment in city infrastructure as well as city employees. High inflation rates continue to impact costs paid to suppliers as well as employees. In response to these economic and market conditions, employees can realize a pay increase of up to 4.0% based on their performance.

The largest ongoing project in the City is the installation of our municipal fiber network. Construction on this network will over the next few years. Significant progress has already been made on the network's backbone. Internet service providers are in place, and we anticipate the first customers coming online prior to the commencement of the 2024 fiscal year.

Last year, funding was provided to construct the City's fourth fire station (Station #84), as well a new facility for the City's library and City Hall. Station #84 is anticipated to open during the 2024 fiscal year. Costs to staff and equip the new station are included in this budget. The additional station will greatly benefit the entire City and significantly improve service and response times to the West side of the City. To fully staff the new station, the City will be hiring fifteen new firefighters, including captains, paramedics, and engineers. Preparation for this increase in public safety expenditures has been planned for several years. Conservative budgeting practices over the past several years have allowed us to fund this significant increase in public safety.

The 2024 budget continues the commitment to invest significant resources in the City's park infrastructure. Funding for parks capital expenditures exceeds $25 million. These funds come from a combination of impact fees, general fund surpluses and the PARC tax. The PARC sales tax approved by voters last year is providing funding for improvements at Family Park as well as other projects and programs in the City. Included in this year's budget are: the completion of a facility to support the City's parks department as well as parks located at Holbrook Farms and Cold Springs Ranch. Three new positions are also proposed in the Parks department. More positions will be necessary in future years to keep up with the increasing park infrastructure.

The City is committed to providing reliable utility services to Lehi residents at reasonable rates. Market conditions on a local as well as national basis impact the City's cost to acquire electricity provided for City residents. Rates for the City's power utility were adjusted last Summer based on an independent rate study. A combination of weather events and market anomalies have contributed to the often extremely elevated costs for electricity as well as natural gas, which is used to produce electricity. In accordance with sound financial practices, the City has built healthy reserves over several years. These reserves will be drawn down significantly during the 2023. By using a portion of these reserves, Lehi residents will see gradual increases in rates rather than the dramatic volatility currently occurring in the market.

Rates for the City's other utilities will see either a small or no increase for the upcoming year. Strong fund balances allow for no increase in the Culinary Water fund while rates for the Pressurized Irrigation fund are proposed to increase a modest 5%. Rates for the Sewer fund are proposed to increase by 3%, and the monthly storm drain fee will increase $0.25 per month based on previously adopted rates. The fee for garbage and recycling collections are proposed to increase $0.75 per month due to the increased fees assessed to the City by its contracted provider.

I believe this budget, as proposed, addresses the needs which will be of greatest benefit to city residents and city employees. As we work closely with the development community, the City's rapid growth can continue in a responsible way. Lehi continues to be on solid financial footing with the aim to secure a high quality of life for current and future Lehi residents.

Respectfully

Mayor Mark Johnson

Guiding Financial Principles

While the City's long-term goals and objectives guide what the budget accomplishes, the accomplishment of these goals and objectives through the budget process is based on following guiding principles:

Budgeting

- Lehi City should finance services rendered to the general public, such as police, fire, streets, and parks, from revenues imposed on the general public, such as property and sales taxes. Special services rendered to specific groups of residents should be financed by user fees, impact fees, license and permit fees, or special assessments.

- Lehi City should balance all budgets annually, in accordance with Utah law, which states the following:
    - The total of the anticipated revenues shall equal the total of appropriated expenditures (Section 10-6-110, U.C.A.)
    - The governing body of any city may not make an appropriation in the final budget of any fund in excess of the estimated expendable revenue for the budget period of the fund (Section 10-6-117, U.C.A.)

- Revenue projections will be based on recent trends and current economic conditions. Projections will be conservative in order to reduce the chance of revenue shortfalls.

- The city will use one time or temporary funds for capital or other nonrecurring purposes. These funds will not be used to fund on-going expenditures.

- Reports will be made quarterly to the City Council to report performance and identify areas in the budget that may need to be adjusted.

Taxation

- Lehi recognizes that Utah property tax regulation do not keep property tax revenue current with inflation. The City will consider adjusting property tax rates to recover lost purchasing power associated with the certified tax rate every two years. Increases in the property tax rate will primarily increase to make tax revenue consistent with inflation.

Debt

- Lehi City should strive for inter-generational fairness. Thus, each generation of taxpayers should pay its fair share of the long-range cost of city services.

- Debt will be only issued for capital projects, not on-going operations. Payments for debt service will not extend beyond the useful life of the asset financed.

- Any debt issuance will be accompanied by the identification of the specific revenue stream which will be utilized to make debt service payments.

- The City will analyze its current debt to identify opportunities to take advantage of long-term borrowing to restructure or refund current debt to achieve improved interest rate and/or debt service payments.

- Finance professionals will be utilized in the area of advising and underwriting to obtain the best possible credit rating and interest rate. These professionals will be chosen based on their expertise and experience.

- Lehi City will regularly evaluate factors related to its credit rating. These factors will be used to develop policies which will maintain a high credit rating for the City.

- Lehi City will adhere strictly to all bond covenants and strive to maintain the best possible credit rating.

Investment Policies

- Lehi City seeks to invest its idle cash in securities and deposits that provide safety and liquidity, while maintaining compliance with Utah State law.

- The City's objectives when determining investment alternatives will be based on (1) safety of principal, (2) liquidity, and (3) return on investment.

- The City will utilize the State of Utah's Public Treasurer's Investment Fund (PTIF) to invest its funds to emphasize security and liquidity.

- Lehi City will also engage investment advisors/brokers as needed to boost return, while keeping in line with liquidity needs and strict adherence to the Utah Money Management Act.

- As required by Utah State law, balances of all public funds will be reported semi-annually.

Reserves

- Lehi City should allow for a reasonable surplus (fund balance) to accumulate for the following purposes:
    - To provide sufficient working capital
    - To provide a cushion to absorb emergencies such as floods, earthquakes, etc.
    - To provide for unavoidable shortfalls in revenues

- Fees will be evaluated on a regular basis. All fees should cover the full cost of the service provided. These costs include a fair allocation of administrative and facilities costs.

- Lehi City's targeted general fund reserve is 20% - 25% of annual general fund revenues.

- Due to the high investment in capital assets and risk exposure, all utility funds will maintain an unrestricted cash reserve of 180 days.

Capital Expenditures

- Proprietary funds are intended to recover the full cost of services. These costs include operations, administration, and asset replacement.

- Lehi will maintain long-term capital plans accounting for the construction and replacement of city facilities and infrastructure.

Proprietary Funds

- The city's enterprise funds will cover the full cost of the service, including a reasonable allocation of administration costs.

- Key indicators will be measured annually to monitor reserve balances, capital replacement, and debt levels.

- Internal service funds will accurately allocate costs to individual departments and funds. The city will maintain the following internal service funds:
    - Fleet
    - Information Technology
    - Risk Management
    - Facilities

Financial Planning

- Lehi City exists only to serve the needs of its residents. Since these needs are continually changing, the City should consistently receive resident feedback based on both long-term and current needs.

- The City will develop and use a multi-year financial plan to identify issues of financial stress. The plan will propose possible solutions to any difficulties which are identified.

- Lehi will use a five-year rolling capital improvement plan with funding identified for all years linked to the operating budget and long-term financing strategy.

GENERAL FUND REVENUES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Taxes						
Current property taxes	$ 12,294,991	$ 12,847,201	$ 13,797,201	$ 13,797,201	25%	$ 950,000
911 Tax (pass through)	-	-	-	-	0%	-
General sales tax	20,305,079	17,708,256	21,088,256	21,270,096	39%	3,561,840
Franchise taxes	5,127,558	4,900,000	4,900,000	5,000,000	9%	100,000
Cell phone taxes	687,862	550,000	550,000	625,000	1%	75,000
Innkeeper taxes	318,250	180,000	180,000	230,000	0%	50,000
Total Taxes	**$ 38,733,740**	**$ 36,185,457**	**$ 40,515,457**	**$ 40,922,297**		
License and Permits						
Business licenses	$ 111,358	$ 115,000	$ 115,000	$ 115,000	0%	-
Building permits	3,901,605	3,229,000	3,229,000	3,229,000	6%	-
Accessory Dwelling Unit	4,278	-	-	-	0%	-
Plan reviews	2,066,978	1,625,000	1,625,000	1,625,000	3%	-
Micron plan review & inspection	-	75,000	75,000	75,000	0%	-
Inspection fees	704,076	700,000	700,000	700,000	1%	-
State 1% building permit fees	39,709	20,000	20,000	20,000	0%	-
Total License and Permits	**$ 6,828,003**	**$ 5,764,000**	**$ 5,764,000**	**$ 5,764,000**		
Intergovernmental Revenue						
Library grant	$ 60,435	$ -	$ -	$ -	0%	-
Fire department grants	81,957	268,568	268,568	268,568	0%	-
County recreation grants	-	32,000	32,000	32,000	0%	-
State grants	25,492	75,000	98,000	98,000	0%	23,000
Grants	4,735,308	70,000	187,000	187,000	0%	117,000
Sr citizen building rental income	325	5,000	5,000	5,000	0%	-
Senior citizen income	36,579	50,000	50,000	50,000	0%	-

GENERAL FUND REVENUES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Intergovernmental Revenue- Continued						
Alpine District / Police reimbursement	119,500	103,000	157,500	157,500	0%	54,500
County fire allocation	8,137	15,000	15,000	15,000	0%	-
Total Intergovernmental	**$ 5,067,733**	**$ 618,568**	**$ 813,068**	**$ 813,068**		
Charges For Service						
Library receipts	$ 20,158	$ 70,000	$ 70,000	$ 70,000	0%	-
Library video rental fees	6,884	25,000	25,000	25,000	0%	-
Special police revenue	106,117	50,000	50,000	50,000	0%	-
Sale of cemetery lots	425,370	130,000	250,000	250,000	0%	120,000
Headstone setting fee	7,848	4,500	4,500	4,500	0%	-
Cemetery burial fees	102,925	52,000	52,000	52,000	0%	-
Fire fees	259,876	195,600	195,600	195,600	0%	-
Ambulance fees	2,107,884	1,224,000	2,224,000	2,224,000	4%	1,000,000
Passports	76,844	100,000	100,000	100,000	0%	-
Total Charges for Service	**$ 3,113,907**	**$ 1,851,100**	**$ 2,971,100**	**$ 2,971,100**		
Fines and Forfeitures						
Court fines & forfeitures	$ 715,893	$ 732,500	$ 732,500	$ 732,500	1%	-
Enforcement fees	1,500	5,000	5,000	5,000	0%	-
Total Fines and Forfeitures	**$ 717,393**	**$ 737,500**	**$ 737,500**	**$ 737,500**		
Miscellaneous Revenues						
Interest earnings	$ 91,611	$ 100,000	$ 100,000	$ 100,000	0%	-
Traffic school	29,801	33,000	33,000	33,000	0%	-

GENERAL FUND REVENUES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Miscellaneous Revenues - continued						
Park rental	112,705	42,000	42,000	42,000	0%	-
Portable stage rental	1,000	5,500	5,500	5,500	0%	-
Cellular one tower/park fee	3,760	65,000	65,000	65,000	0%	-
Sale of fixed assets	22,156	10,000	10,000	10,000	0%	-
Sale of city property	-	-	-	-	0%	-
Sale of materials	328	500	500	500	0%	-
Sale of history books	-	500	500	500	0%	-
Frances Comer trust donations	-	2,750	2,750	2,750	0%	-
Literacy center revenue	2,083	3,250	3,250	3,250	0%	-
Miss Lehi revenue	8,340	21,000	21,000	21,000	0%	-
Lehi roundup revenue	22,351	64,500	64,500	64,500	0%	-
Misc revenue contractors	121,730	50,000	50,000	50,000	0%	-
Family Week	-	-	-	-	0%	-
Alpine School District Rec Fee	18,932	15,000	15,000	15,000	0%	-
Office building rental fee	36,175	40,000	40,000	40,000	0%	-
Miscellaneous revenue	103,684	80,000	80,000	80,000	0%	-
Total Miscellaneous Revenues	**$ 574,655**	**$ 533,000**	**$ 533,000**	**$ 533,000**		
Contributions, Transfers & Admin						
Allocation from water & sewer	$ 590,500	$ 590,500	$ 590,500	$ 590,500	1%	-
Allocation from electric	541,000	541,000	541,000	541,000	1%	-
Administrative charges RDA	1,167,851	1,600,000	1,600,000	1,600,000	3%	-
Fund balance reappropriation	-	986,271	3,814,695	497,616	1%	(488,655)
Total Contributions & Transfers	**$ 2,299,351**	**$ 3,717,771**	**$ 6,546,195**	**$ 3,229,116**		
Total General Fund Revenues	**$ 57,334,782**	**$ 49,407,396**	**$ 57,880,320**	**$ 54,970,081**	**100%**	**$ 5,562,685**

GENERAL FUND EXPENDITURES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Justice court	$ 593,817	$ 682,175	$ 700,778	$ 748,247	1%	$ 66,072
City recorder	263,442	215,709	411,677	411,677	1%	195,968
Administration	1,164,160	1,470,331	1,659,502	1,588,686	3%	118,355
Human resources	329,452	402,537	609,952	499,751	1%	97,214
Treasury	526,507	569,261	597,787	597,787	1%	28,526
Finance	645,207	752,596	757,849	761,849	1%	9,253
Mayor & City Council	420,930	407,159	419,668	427,668	1%	20,509
Legal services	625,670	782,790	929,092	807,092	1%	24,302
Emergency management	110,001	167,968	173,057	173,057	0%	5,089
Information Center	479,205	615,430	615,822	615,822	1%	392
Police	10,145,487	12,537,622	13,274,700	13,105,356	24%	567,734
Fire	8,084,557	9,092,980	11,510,319	10,851,937	20%	1,758,957
Planning & zoning	938,087	1,095,257	1,273,154	1,266,454	2%	171,197
Development Services (Building Dept)	1,349,325	1,813,987	1,833,414	1,838,414	3%	24,427
Economic development	215,939	259,036	267,522	271,522	0%	12,486
Streets & public improvements	1,858,918	2,080,129	2,434,264	2,407,015	4%	326,886
Engineering	911,054	1,046,433	1,116,384	1,105,884	2%	59,451
Parks	2,934,694	3,944,337	5,105,266	4,315,155	8%	370,818
Community events	461,882	495,700	495,700	500,700	1%	5,000
Senior citizen	233,800	368,040	385,336	395,336	1%	27,296
Library	1,511,585	1,636,328	1,676,929	1,721,929	3%	85,601
Literacy center	311,690	441,087	597,338	494,208	1%	53,121
Cemetery	454,656	640,952	661,819	679,819	1%	38,867
Museum	285,231	299,750	299,750	311,800	1%	12,050
Non-departmental	19,126,074	8,297,997	10,073,241	9,072,917	17%	774,920
Total General Fund Expenditures	**$ 53,981,368**	**$ 50,115,591**	**$ 57,880,320**	**$ 54,970,081**	**100%**	**$ 4,854,490**
Surplus/(Deficit)	**$ 3,353,414**	**$ (708,195)**	**$ 0**	**$ (0)**		

HUMAN RESOURCES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	3	3	5	4		1
Salaries & Wages	$ 195,095	$ 224,237	$ 357,869	$ 269,833	54%	45,596
Employee Benefits	88,584	101,245	153,028	127,863	26%	26,618
Books, Subscriptions, Memberships	250	1,500	1,500	1,500	0%	-
Travel & Training	3,025	5,000	5,000	5,000	1%	-
Office Supplies	463	2,750	3,750	2,750	1%	-
IT Fund Charges	14,000	44,000	45,000	45,000	9%	1,000
Utilities	-	-	-	-	0%	-
Equipment Maintenance	-	800	800	800	0%	-
Risk Mgmt Fund Charges	1,000	1,000	1,000	5,000	1%	4,000
Professional & Technical	26,759	21,005	36,005	36,005	7%	15,000
Miscellaneous	277	1,000	6,000	6,000	1%	5,000
Total HR Expenditures	**$ 329,452**	**$ 402,537**	**$ 609,952**	**$ 499,751**	**100%**	**$ 97,214**

JUSTICE COURT

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	4.3	5.5	5.5	5.5		0
Salaries & Wages	$ 326,429	$ 367,447	$ 383,320	$ 361,789	48%	$ (5,658)
Overtime	332	750	750	750	0%	-
Employee Benefits	152,386	171,043	142,262	142,262	19%	(28,781)
Books, Subscriptions, Memberships	464	1,000	1,000	1,000	0%	-
Travel & Training	3,652	13,100	13,100	13,100	2%	-
Office Supplies	9,784	11,000	11,000	11,000	1%	-
Building & Grounds	25,000	25,000	25,000	90,000	12%	65,000
IT Fund Charges	20,000	35,000	35,000	35,000	5%	-
Utilities	24,732	18,000	18,000	18,000	2%	-
Equipment Maintenance	4,456	1,800	1,800	1,800	0%	-
Risk Mgmt Fund Charges	1,000	1,000	1,000	5,000	1%	4,000
Electricity - Lehi City Power	3,608	5,575	5,575	5,575	1%	-
Professional & Technical	17,200	23,460	23,460	23,460	3%	-
Witness & Jury Fees	-	4,000	4,000	4,000	1%	-
Miscellaneous	4,774	4,000	4,000	4,000	1%	-
Capital Outlay	-	-	31,511	31,511	4%	31,511
Total Justice Court Expenditures	**$ 593,817**	**$ 682,175**	**$ 700,778**	**$ 748,247**	**100%**	**$ 66,072**

CITY RECORDER

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	1	1	1	1		0
Salaries & Wages	$ 78,188	$ 85,529	$ 89,337	$ 89,337	22%	$ 3,808
Employee Benefits	43,274	47,280	49,441	49,441	12%	2,161
Books, Subscriptions, Memberships	440	5,000	5,000	5,000	1%	-
Public Notices	662	7,500	7,500	7,500	2%	-
Travel & Training	774	4,000	4,000	4,000	1%	-
Office Supplies	172	2,500	2,500	2,500	1%	-
IT Fund Charges	4,000	19,000	19,000	19,000	5%	-
Utilities	-	-	-	-	0%	-
Equipment Maintenance	27,644	20,800	20,800	20,800	5%	-
Risk Mgmt Fund Charges	1,000	1,000	1,000	1,000	0%	-
Professional & Technical	8,041	12,100	12,100	12,100	3%	-
Miscellaneous	393	11,000	11,000	11,000	3%	-
Election Expense	98,854	-	190,000	190,000	46%	190,000
Capital Outlay	-	-	-	-	0%	-
Total City Recorder Expenditures	**$ 263,442**	**$ 215,709**	**$ 411,677**	**$ 411,677**	**100%**	**$ 195,968**

ADMINISTRATION

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	8	9	10	9.5		0.5
Salaries & Wages	$ 675,217	$ 819,968	$ 926,656	$ 892,064	56%	$ 72,096
Overtime	2,947	-	-	-	0%	-
Employee Benefits	297,894	371,500	431,484	395,759	25%	24,259
Books, Subcriptions, Memberships	6,063	6,500	6,500	6,500	0%	-
Public Notices	-	1,000	1,000	1,000	0%	-
Travel & Training	54,777	47,000	49,000	49,000	3%	2,000
Office Supplies	6,386	18,700	18,700	18,700	1%	-
Fleet Fund Charges	19,162	19,162	24,162	18,662	1%	(500)
Fuel	-	-	500	500	0%	500
IT Fund Charges	8,000	24,601	24,601	24,601	2%	-
Utilities	-	-	-	-	0%	-
Risk Mgmt Fund Charges	2,000	2,000	2,000	10,000	1%	8,000
Electricity - Lehi City Power	-	-	-	-	0%	-
Professional & Technical	21,343	40,000	40,000	40,000	3%	-
Public Defender	42,930	100,000	100,000	100,000	6%	-
Miscellaneous	27,443	19,900	31,900	31,900	2%	12,000
Capital	-	-	2,999	-	0%	-
Total Administration Expenditures	**$ 1,164,160**	**$ 1,470,331**	**$ 1,659,502**	**$ 1,588,686**	**100%**	**$ 118,355**

TREASURY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	5	5	5	5		0
Salaries & Wages	$ 287,997	$ 302,151	$ 315,711	$ 315,711	53%	$ 13,560
Employee Benefits	190,931	190,410	205,376	205,376	34%	14,966
Books, Subscriptions, Memberships	250	1,000	1,000	1,000	0%	-
Travel & Training	1,432	4,000	4,000	4,000	1%	-
Office Supplies	5,129	3,200	3,200	3,200	1%	-
IT Fund Charges	16,000	46,000	46,000	46,000	8%	-
Utilities	-	-	-	-	0%	-
Equipment Maintenance	-	500	500	500	0%	-
Risk Mgmt Fund Charges	10,000	10,000	10,000	10,000	2%	-
Professional & Technical	13,765	11,000	11,000	11,000	2%	-
Miscellaneous	1,003	1,000	1,000	1,000	0%	-
Total Treasury Expenditures	**$ 526,507**	**$ 569,261**	**$ 597,787**	**$ 597,787**	**100%**	**$ 28,526**

FINANCE

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	4	4	4	4		0
Salaries & Wages	$ 384,789	$ 410,394	$ 427,847	$ 427,847	56%	$ 17,453
Employee Benefits	172,775	200,417	188,216	188,216	25%	(12,201)
Books, Subscriptions, Memberships	2,489	2,246	2,246	2,246	0%	-
Travel & Training	6,266	6,500	6,500	6,500	1%	-
Office Supplies	4,873	10,000	10,000	10,000	1%	-
IT Fund Charges	10,000	40,489	40,489	40,489	5%	-
Utilities	-	-	-	-	0%	-
Equipment Maintenance	-	1,500	1,500	1,500	0%	-
Risk Mgmt Fund Charges	1,000	1,000	1,000	5,000	1%	4,000
Professional & Technical	12,388	30,000	30,000	30,000	4%	-
Yearly audit	48,912	46,000	46,000	46,000	6%	-
Budget award	1,099	550	550	550	0%	-
Miscellaneous	617	3,500	3,500	3,500	0%	-
Total Finance Expenditures	**$ 645,207**	**$ 752,596**	**$ 757,849**	**$ 761,849**	**100%**	**$ 9,253**

MAYOR & CITY COUNCIL

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	6	6	6	6		0
Salaries & Wages	$ 145,230	$ 164,243	$ 170,551	$ 170,551	40%	$ 6,308
Employee Benefits	123,669	135,916	142,117	142,117	33%	6,201
Books, Subscriptions, Memberships	54,498	35,000	35,000	35,000	8%	-
Travel & Training	12,557	-	-	-	0%	-
Office Supplies	374	3,000	3,000	3,000	1%	-
Reimb. Expenses	-	5,000	5,000	5,000	1%	-
Risk Mgmt Fund Charges	2,000	2,000	2,000	10,000	2%	8,000
IT Fund Charges	5,000	20,000	20,000	20,000	5%	-
Professional & Technical	73,539	25,000	25,000	25,000	6%	-
Miscellaneous	4,063	17,000	17,000	17,000	4%	-
Total City Council Expenditures	**$ 420,930**	**$ 407,159**	**$ 419,668**	**$ 427,668**	**100%**	**$ 20,509**

LEGAL SERVICES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	5	5.5	6.5	5.5		0
Salaries & Wages	$ 389,130	$ 473,715	$ 585,745	$ 475,745	59%	$ 2,030
Employee Benefits	161,656	187,041	251,314	201,314	25%	14,273
Books, Subscriptions, Memberships	6,898	8,500	8,500	8,500	1%	-
Travel & Training	1,697	5,500	5,500	5,500	1%	-
Office Supplies	1,414	10,000	10,000	10,000	1%	-
IT Fund Charges	8,000	23,534	23,534	23,534	3%	-
Utilities	-	-	-	-	0%	-
Risk Mgmt Fund Charges	2,000	2,000	2,000	10,000	1%	8,000
Professional & Technical	34,922	40,000	40,000	40,000	5%	-
Prosecutor Outside Counsel	18,220	30,000	-	30,000	4%	-
Miscellaneous	1,732	2,500	2,500	2,500	0%	-
Total Legal Services Expenditures	**$ 625,670**	**$ 782,790**	**$ 929,092**	**$ 807,092**	**100%**	**$ 24,302**

EMERGENCY MANAGEMENT

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	0.5	1	1	1		0
Salaries & Wages	$ 64,630	$ 70,109	$ 73,222	$ 73,222	42%	$ 3,113
Employee Benefits	37,971	43,159	45,135	45,135	26%	1,976
Books, Subscriptions & Memberships	-	-	-	-	0%	-
Travel & Training	640	3,500	3,500	3,500	2%	-
Office Supplies	-	500	500	500	0%	-
Professional & Technical	-	10,000	10,000	10,000	6%	-
Miscellaneous	639	21,700	21,700	21,700	13%	-
Cert Program	6,062	12,500	12,500	12,500	7%	-
Rehab Program	59	6,500	6,500	6,500	4%	-
Capital Outlay	-	-	-	-	0%	-
Total Emergency Mgmt Expenditures	**$ 110,001**	**$ 167,968**	**$ 173,057**	**$ 173,057**	**100%**	**$ 5,089**

INFORMATION CENTER

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	1.5	7.5	7.5	7.5		0
Salaries & Wages	$ 304,144	$ 356,884	$ 366,133	$ 366,133	59%	$ 9,249
Overtime	-	-	-	-	0%	-
Employee Benefits	153,101	208,881	196,874	196,874	32%	(12,007)
Books, Subscriptions, Memberships	2,625	1,000	1,000	1,000	0%	-
Travel & Training	2,352	3,000	6,150	6,150	1%	3,150
Office Supplies	1,790	5,600	5,600	5,600	1%	-
IT Fund Charges	3,000	27,065	27,065	27,065	4%	-
Professional & Technical	2,763	4,000	4,000	4,000	1%	-
Miscellaneous	9,430	9,000	9,000	9,000	1%	-
Capital Outlay	-	-	-	-	0%	-
Total Information Center Expenditures	**$ 479,205**	**$ 615,430**	**$ 615,822**	**$ 615,822**	**100%**	**$ 392**

POLICE

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	69	75	78	77		2
Salaries & Wages	$ 5,168,336	$ 6,466,988	$ 6,757,323	$ 6,697,756	51%	$ 230,768
Overtime	558,874	291,000	311,370	311,370	2%	20,370
Employee Benefits	3,061,364	3,991,762	4,081,256	4,084,095	31%	92,333
Uniforms	96,229	59,500	83,260	69,020	1%	9,520
Tactical Equipment	6,772	36,650	36,650	29,875	0%	(6,775)
Books, Subscriptions, Memberships	5,693	4,338	4,338	4,338	0%	-
Travel & Training	53,428	57,550	57,550	57,550	0%	-
Office Supplies	32,420	31,000	31,000	31,000	0%	-
Fleet Fund Charges	475,948	659,111	696,589	490,589	4%	(168,522)
Fuel	-	-	206,000	206,000	2%	206,000
Buildings & Grounds O&M	75,000	75,000	75,000	175,000	1%	100,000
Utilities	7,337	17,500	17,500	17,500	0%	-
Equipment Maintenance	88,011	218,553	214,414	210,946	2%	(7,607)
Miscellaneous Supplies	18,166	23,890	23,890	23,890	0%	-
Electricity - Lehi City Power	76,070	60,000	60,000	60,000	0%	-
Professional & Technical	114,082	243,338	309,118	309,118	2%	65,780
IT Fund Charges	164,868	173,254	173,254	173,921	1%	667
Risk Mgmt Fund Charges	24,000	29,000	29,000	50,000	0%	21,000
K9 Supplies	22,912	12,000	12,000	12,000	0%	-
Firearms & Supplies	61,375	51,600	51,600	47,800	0%	(3,800)
Miscellaneous	28,169	25,588	25,588	25,588	0%	-
Capital Outlay	-	-	-	-	0%	-
Communities That Care	-	2,000	10,000	10,000	0%	8,000
NOVA Expenses	6,234	6,000	6,000	6,000	0%	-
RAD Kids Expenses	200	2,000	2,000	2,000	0%	-
Total Police Expenditures	**$ 10,145,487**	**$ 12,537,622**	**$ 13,274,700**	**$ 13,105,356**	**100%**	**$ 567,736**

FIRE

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	67	68	83	83		15
Salaries & Wages	$ 4,071,228	$ 4,580,518	$ 5,660,653	$ 5,384,718	50%	$ 804,200
Overtime	255,719	177,729	241,729	241,729	2%	64,000
Employee Benefits	2,179,708	2,425,389	2,895,487	2,782,296	26%	356,907
Uniforms	91,098	87,907	179,407	179,407	2%	91,500
Books, Subscriptions, Memberships	6,476	20,150	20,150	20,150	0%	-
Travel & Training	25,796	62,110	62,110	62,110	1%	-
Office Supplies	11,590	22,400	22,400	22,400	0%	-
Fleet Fund Charges	895,392	995,394	995,394	1,244,394	11%	249,000
Fuel	-	-	101,000	101,000	1%	101,000
Buildings & Grounds O&M	37,816	37,650	37,650	90,000	1%	52,350
Utilities	28,213	24,000	24,000	24,000	0%	-
Equipment Maintenance	62,980	74,500	74,500	74,500	1%	-
Electricity - Lehi City Power	41,771	50,000	50,000	50,000	0%	-
Professional & Technical	31,108	75,200	75,200	75,200	1%	-
IT Fund Charges	31,833	67,573	67,573	67,573	1%	-
Risk Mgmt Fund Charges	10,000	10,000	10,000	50,000	0%	40,000
Education	27,247	26,650	26,650	26,650	0%	-
First Aid Supplies	129,920	122,950	122,950	122,950	1%	-
Miscellaneous	146,661	232,860	232,860	232,860	2%	-
Capital Outlay	-	-	610,606	-	0%	-
Total Fire Expenditures	**$ 8,084,557**	**$ 9,092,980**	**$ 11,510,319**	**$ 10,851,937**	**100%**	**$ 1,758,957**

PLANNING & ZONING

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	7.25	7.25	7.25	7.25		0
Salaries & Wages	$ 583,241	$ 657,884	$ 693,824	$ 686,624	54%	$ 28,740
Employee Benefits	267,622	292,226	309,315	304,315	24%	12,089
Books, Subscriptions, Memberships	1,349	3,000	3,000	3,000	0%	-
Public Notices	342	9,000	9,000	9,000	1%	-
Travel & Training	12,016	23,300	13,300	13,300	1%	(10,000)
Office Supplies	8,082	12,500	12,500	12,500	1%	-
Fleet Fund Charges	4,004	4,000	4,000	3,500	0%	(500)
Fuel	-	-	500	500	0%	500
Equipment Maintenance	-	4,295	4,295	4,295	0%	-
Professional & Technical	24,512	32,320	32,320	32,320	3%	-
IT Fund Charges	14,000	29,534	29,534	29,534	2%	-
Risk Mgmt Fund Charges	4,000	4,000	4,000	10,000	1%	6,000
Recording Fees	15,030	6,000	6,000	6,000	0%	-
Standards Update	-	1,000	1,000	1,000	0%	-
Enviornmental Sustainablitity Program	-	-	15,600	15,600	1%	15,600
Miscellaneous	3,887	2,500	2,500	2,500	0%	-
Capital Outlay	-	11,232	130,000	130,000	10%	118,768
Total Planning Expenditures	**$ 938,087**	**$ 1,095,257**	**$ 1,273,154**	**$ 1,266,454**	**100%**	**$ 171,197**

DEVELOPMENT SERVICES (BUILDING INSPECTION)

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	13	15	15	15		0
Salaries & Wages	$ 826,431	$ 1,122,597	$ 1,150,738	$ 1,150,738	63%	$ 28,141
Overtime	14,638	10,000	10,000	10,000	1%	-
Employee Benefits	422,889	584,397	555,182	555,182	30%	(29,215)
Uniforms	-	3,100	3,100	3,100	0%	-
Books, Subscriptions, Memberships	8,487	9,000	9,000	9,000	0%	-
Travel & Training	11,994	17,000	17,000	17,000	1%	-
Office Supplies	9,191	9,000	9,000	9,000	0%	-
Fleet Fund Charges	24,600	24,601	24,601	24,601	1%	-
Fuel	-	-	20,500	20,500	1%	20,500
Utilities	-	-	-	-	0%	-
Equipment Maintenance	-	2,200	2,200	2,200	0%	-
Risk Mgmt Fund Charges	5,000	5,000	5,000	10,000	1%	5,000
Professional & Technical	-	-	-	-	0%	-
State 1% Building Fees	-	-	-	-	0%	-
IT Fund Charges	22,500	22,882	22,882	22,882	1%	-
Miscellaneous	3,595	4,210	4,210	4,210	0%	-
Capital Outlay	-	-	-	-	0%	-
Total Building Inspection Expenditures	**$ 1,349,325**	**$ 1,813,987**	**$ 1,833,414**	**$ 1,838,414**	**100%**	**$ 24,427**

ECONOMIC DEVELOPMENT

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	1	1	1	1		0
Salaries & Wages	$ 127,075	$ 137,575	$ 143,369	$ 143,369	53%	$ 5,794
Employee Benefits	55,959	61,186	63,878	63,878	24%	2,692
Books, Subscriptions, Memberships	18,023	19,200	19,200	19,200	7%	-
Public Notices	-	1,200	1,200	1,200	0%	-
Travel & Training	5,466	7,875	7,875	7,875	3%	-
Office Supplies	400	1,500	1,500	1,500	1%	-
IT Fund Charges	2,000	10,000	10,000	10,000	4%	-
Permits & Licenses	-	1,500	1,500	1,500	1%	-
Risk Management Charges	2,000	1,000	1,000	5,000	2%	4,000
Professional & Technical	-	8,000	8,000	8,000	3%	-
Miscellaneous	5,017	10,000	10,000	10,000	4%	-
Total Economic Develop Expenditures	**$ 215,939**	**$ 259,036**	**$ 267,522**	**$ 271,522**	**100%**	**$ 12,486**

STREETS

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	17.75	17.75	18.75	17.75		0
Salaries & Wages	$ 816,235	$ 907,778	$ 1,028,866	$ 983,647	41%	$ 75,869
Overtime	32,007	50,000	70,000	70,000	3%	20,000
Employee Benefits	445,090	542,821	590,583	554,217	23%	11,396
Uniforms	7,588	7,900	8,700	8,700	0%	800
Books, Subscriptions, Memberships	-	200	200	200	0%	-
Travel & Training	25,561	25,000	25,000	25,000	1%	-
Office Supplies	5,242	5,500	5,500	5,500	0%	-
Fleet Fund Charges	379,198	378,914	461,010	437,234	18%	58,320
Fuel	-	-	77,000	77,000	3%	77,000
Buildings & Grounds	25,810	25,000	25,000	75,000	3%	50,000
Utilities	8,801	7,612	9,000	7,612	0%	-
Equipment Maintenance	15,857	25,000	25,000	25,000	1%	-
Risk Mgmt Fund Charges	11,500	11,500	11,500	25,000	1%	13,500
Electricity - Lehi City Power	27,754	30,000	30,000	30,000	1%	-
Professional & Technical	23,199	25,094	25,094	25,094	1%	-
IT Fund Charges	14,000	15,388	15,388	15,388	1%	-
Department Supplies	21,074	19,922	23,922	23,922	1%	4,000
Landfill Closure/Postclosure	-	2,500	2,500	2,500	0%	-
Capital	-	-	-	16,000	1%	16,000
Total Streets Expenditures	**$ 1,858,918**	**$ 2,080,129**	**$ 2,434,264**	**$ 2,407,015**	**100%**	**$ 326,886**

ENGINEERING

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	5	6	6.5	6.5		0
Salaries & Wages	$ 582,086	$ 643,114	$ 689,649	$ 675,649	61%	$ 32,535
Employee Benefits	279,421	305,397	323,113	323,113	29%	17,716
Uniforms	876	600	600	600	0%	-
Books, Subscriptions, Memberships	2,527	1,300	2,500	2,500	0%	1,200
Travel & Training	4,447	9,500	9,500	9,500	1%	-
Office Supplies	846	4,500	4,500	4,500	0%	-
Fleet Fund Charges	4,000	4,000	4,000	3,000	0%	(1,000)
Fuel	-	-	1,000	1,000	0%	1,000
IT Fund Charges	6,000	25,022	25,022	25,022	2%	-
Equipment Maintenance	12,738	27,500	31,000	27,500	2%	-
Risk Mgmt Fund Charges	2,000	2,000	2,000	10,000	1%	8,000
Professional & Technical	15,609	23,000	23,000	23,000	2%	-
Miscellaneous	502	500	500	500	0%	-
Capital Outlay	-	-	-	-	0%	-
Total Engineering Expenditures	**$ 911,054**	**$ 1,046,433**	**$ 1,116,384**	**$ 1,105,884**	**100%**	**$ 59,451**

PARKS

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	33	39	45	42		3
Salaries & Wages	$ 1,172,385	$ 1,824,166	$ 2,041,965	$ 1,840,309	43%	$ 16,143
Overtime	78,028	50,000	55,000	55,000	1%	5,000
Employee Benefits	540,361	691,753	998,208	807,319	19%	115,566
Uniforms	8,291	9,330	11,030	10,130	0%	800
Travel & Training	12,214	17,000	22,000	22,000	1%	5,000
Office Supplies	3,265	2,000	2,000	2,000	0%	-
Fleet Fund Charges	97,657	105,538	176,513	81,347	2%	(24,191)
Fuel	-	-	82,000	82,000	2%	82,000
Buildings & Grounds O&M	112,427	84,500	89,500	225,000	5%	140,500
Utilities	28,025	29,979	29,979	29,979	1%	-
Equipment Maintenance	59,849	40,000	40,000	40,000	1%	-
Risk Mgmt Fund Charges	5,000	5,000	5,000	25,000	1%	20,000
Electricity - Lehi City Power	93,038	100,000	100,000	100,000	2%	-
Professional & Technical	300,958	419,500	319,500	319,500	7%	(100,000)
IT Fund Charges	11,000	31,021	31,021	31,021	1%	-
Tree Trimming	46,192	60,000	60,000	60,000	1%	-
Purchase of Trees	34,159	108,000	108,000	108,000	3%	-
Miscellaneous	17,628	22,850	22,850	22,850	1%	-
Park Maintenance	234,754	206,700	366,700	366,700	8%	160,000
Park Pavilion & Playground Upgrades	25,456	87,000	87,000	87,000	2%	-
Capital Outlay	54,008	50,000	457,000	-	0%	(50,000)
Total Parks Expenditures	**$ 2,934,694**	**$ 3,944,337**	**$ 5,105,266**	**$ 4,315,155**	**100%**	**$ 370,818**

COMMUNITY EVENTS

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Cultural Arts Council Expense	$ 78,000	$ 78,000	$ 78,000	$ 78,000	16%	$ -
Boys State Contribution	-	800	800	800	0%	-
Miss Lehi Pageant	45,209	22,000	22,000	22,000	4%	-
Lehi Float	14,000	16,000	16,000	16,000	3%	-
Lehi Parade & Events Committee	152,201	102,500	102,500	102,500	20%	-
Youth City Council	-	4,000	4,000	4,000	1%	-
Family Week	-	5,000	5,000	5,000	1%	-
Foam Day	15,000	13,000	13,000	13,000	3%	-
Lehi Silver Band	4,200	2,500	2,500	2,500	0%	-
Community Beautification	8,316	11,000	11,000	11,000	2%	-
Brochures Published	84	3,000	3,000	3,000	1%	-
Santa Parade	2,807	1,500	1,500	1,500	0%	-
Special Projects	17,869	90,000	90,000	90,000	18%	-
Summer Splash Party	1,017	20,000	20,000	20,000	4%	-
Teen Event	-	2,500	2,500	2,500	0%	-
National Night Out Event	1,088	5,000	5,000	5,000	1%	-
Outdoor Movies	5,371	12,200	12,200	12,200	2%	-
Archives Donation	28,000	33,000	33,000	38,000	8%	5,000
Fireworks Show	26,642	25,000	25,000	25,000	5%	-
Parks & Trails Committee	54	1,700	1,700	1,700	0%	-
Christmas in Lehi	-	1,000	1,000	1,000	0%	-
Easter Egg Hunt	9,556	7,000	7,000	7,000	1%	-
Miscellaneous special events	32,059	10,000	10,000	10,000	2%	-
Just for Kids	20,410	20,000	20,000	20,000	4%	-
Volunteer Celebration	-	4,000	4,000	4,000	1%	-
Veteran's Day Celebration	-	5,000	5,000	5,000	1%	-
Total Comm Events Expenditures	**$ 461,882**	**$ 495,700**	**$ 495,700**	**$ 500,700**	**100%**	**$ 5,000**

SENIOR CITIZEN

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	3.5	3.5	3.5	3.5		0
Salaries & Wages	$ 130,896	$ 179,074	$ 182,458	$ 182,458	46%	$ 3,384
Overtime	-	-	-	-	0%	-
Employee Benefits	51,234	56,899	59,076	59,076	15%	2,177
Travel & Training	353	2,000	12,000	12,000	3%	10,000
Office Supplies	4,405	4,000	4,000	4,000	1%	-
Senior Citizen - Bldgs & Grounds	-	15,000	15,000	25,000	6%	10,000
Utilities	-	-	-	-	0%	-
IT Fund Charges	-	-	-	-	0%	-
Electricity - Lehi City Power	-	-	-	-	0%	-
Professional & Technical	-	1,650	1,650	1,650	0%	-
Program Expenditures	29,882	69,612	79,152	79,152	20%	9,540
Meal Management	13,987	23,000	23,000	23,000	6%	-
Miscellaneous	3,043	9,000	9,000	9,000	2%	-
Capital Outlay	-	7,805	-	-	0%	(7,805)
Total Senior Citizen Expenditures	**$ 233,800**	**$ 368,040**	**$ 385,336**	**$ 395,336**	**100%**	**$ 27,296**

LIBRARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	22	22	22	22		0
Salaries & Wages	$ 722,705	$ 826,697	$ 853,330	$ 853,330	50%	$ 26,633
Employee Benefits	291,130	328,676	344,192	344,192	20%	15,516
Books	263,100	210,000	210,000	210,000	12%	-
Subscriptions	17,022	10,000	10,000	10,000	1%	-
Travel & Training	1,137	7,000	7,000	7,000	0%	-
Office Supplies	25,595	22,000	26,000	26,000	2%	4,000
Equipment Maintenance	59,473	58,267	62,267	62,267	4%	4,000
Buildings & Grounds O&M	25,000	25,000	25,000	50,000	3%	25,000
Utilities	7,124	10,000	10,000	10,000	1%	-
Story Hour Expense	8,095	8,250	12,250	12,250	1%	4,000
Risk Mgmt Fund Charges	5,000	5,000	5,000	25,000	1%	20,000
Electricity - Lehi City Power	15,094	18,000	18,000	18,000	1%	-
Professional & Technical	14,166	17,500	15,000	15,000	1%	(2,500)
Collections	1,520	2,000	2,000	2,000	0%	-
IT Fund Charges	50,000	66,560	66,560	66,560	4%	-
Miscellaneous	5,425	10,330	10,330	10,330	1%	-
Capital Outlay	-	11,048	-	-	0%	(11,048)
Total Library Expenditures	**$ 1,511,585**	**$ 1,636,328**	**$ 1,676,929**	**$ 1,721,929**	**100%**	**$ 85,601**

LITERACY CENTER

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	6.5	6.5	6.5	6.5		0
Salaries & Wages	$ 212,113	$ 281,059	$ 407,445	$ 288,885	58%	$ 7,826
Employee Benefits	51,109	95,278	107,642	98,572	20%	3,294
Books, Subscriptions, Memberships	355	500	1,500	500	0%	-
Travel & Training	559	1,000	1,500	1,000	0%	-
Office Supplies	4,688	5,000	7,000	5,000	1%	-
Buildings & Grounds O&M	15,000	15,000	15,000	25,000	5%	10,000
Utilities	5,742	5,500	5,500	5,500	1%	-
Equipment Maintenance	-	750	750	750	0%	-
Risk Mgmt Fund Charges	5,251	5,000	5,000	25,000	5%	20,000
Electricity - Lehi City Power	5,704	6,500	6,500	6,500	1%	-
Professional & Technical	-	2,500	2,500	2,500	1%	-
IT Fund Charges	5,000	20,000	20,000	20,000	4%	-
Miscellaneous	6,170	3,000	5,000	3,000	1%	-
Capital Outlay	-	-	12,000	12,000	2%	12,000
Total Literacy Center Expenditures	**$ 311,690**	**$ 441,087**	**$ 597,338**	**$ 494,208**	**100%**	**$ 53,121**

CEMETERY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	7	7	7	7		0
Salaries & Wages	$ 240,971	$ 306,052	$ 324,038	$ 324,038	48%	$ 17,986
Overtime	2,932	3,500	3,500	3,500	1%	-
Employee Benefits	110,326	120,043	138,425	138,425	20%	18,382
Uniforms	2,192	1,800	1,800	1,800	0%	-
Newspaper Expense	-	357	357	357	0%	-
Travel & Training	-	-	2,000	2,000	0%	2,000
Office Supplies	2,838	2,000	2,000	2,000	0%	-
Fleet Fund Charges	15,046	15,000	15,000	15,000	2%	-
Fuel	-	-	-	-	0%	-
Cemetery Maintenance	32,860	29,000	29,000	29,000	4%	-
Utilities	5,642	5,879	5,879	5,879	1%	-
Equipment Maintenance	11,690	16,000	16,000	16,000	2%	-
Risk Mgmt Fund Charges	2,000	2,000	2,000	20,000	3%	18,000
Electricity - Lehi City Power	3,376	3,000	3,000	3,000	0%	-
Professional & Technical	3,705	5,000	5,000	5,000	1%	-
IT Fund Charges	4,238	9,321	9,321	9,321	1%	-
Safety	-	-	-	-	0%	-
Purchase Trees	7,082	8,500	8,500	8,500	1%	-
Miscellaneous	9,758	9,000	9,000	9,000	1%	-
Capital Outlay	-	104,500	87,000	87,000	13%	(17,500)
Total Cemetery Expenditures	**$ 454,656**	**$ 640,952**	**$ 661,819**	**$ 679,819**	**100%**	**$ 38,867**

MUSEUM

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Salaries & Wages	$ -	$ -	$ -	$ -	0%	$ -
Employee Benefits	-	-	-	-	0%	-
Publicity	-	-	-	-	0%	-
Office Supplies	-	-	-	-	0%	-
Lehi Archives Office Supplies	-	-	-	-	0%	-
Vehicle Fuel/Maint/Mileage	-	-	-	-	0%	-
Buildings & Grounds O&M	2,952	2,950	2,950	15,000	5%	12,050
Utilities	2,730	6,800	6,800	6,800	2%	-
Electricity - Lehi City Power	10,299	10,000	10,000	10,000	3%	-
Professional & Technical	260,000	260,000	260,000	260,000	83%	-
IT Fund Charges	-	-	-	-	0%	-
Risk Mgmt Fund Charges	-	-	-	-	0%	-
Miscellaneous	9,250	20,000	20,000	20,000	6%	-
Museum Contribution	-	-	-	-	0%	-
Total Museum Expenditures	**$ 285,231**	**$ 299,750**	**$ 299,750**	**$ 311,800**	**100%**	**12,050**

CLASS "C" ROADS

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Class 'C" Road Allotment	$ 3,107,669	$ 2,900,000	$ 3,000,000	$ 3,000,000	38%	$ 100,000
Utah County Transportation Tax	1,909,916	1,500,000	1,600,000	1,600,000	20%	$ 100,000
Interest Earnings	4,265	-	-	-	0%	-
Re-appropriate balance	-	-	3,337,017	3,337,017	42%	3,337,017
Total Revenues	$ 5,021,850	$ 4,400,000	$ 7,937,017	$ 7,937,017	**100%**	**$ 3,537,017**
Expenditures						
Road Maintenance	$ 1,233,198	$ 1,729,700	$ 1,700,000	$ 1,700,000	21%	(29,700)
Snow Removal & Salt	53,907	132,000	140,000	140,000	2%	8,000
Striping	198,998	200,000	250,000	250,000	3%	50,000
Equipment rental	5,467	60,000	75,000	75,000	1%	15,000
Street signs	86,041	85,000	105,000	105,000	1%	20,000
Traffic Control Updates	8,959	20,000	20,000	20,000	0%	-
Salt Sander & Dump Body	-	-	-	-	0%	-
Asphalt Roller	-	-	-	-	0%	-
Crack Seal Machine	-	-	-	-	0%	-
Road Reconstruction Projects	2,210,454	2,190,000	1,800,000	1,800,000	23%	(390,000)
Signal Lights & Signal Development	97,041	540,000	300,000	300,000	4%	(240,000)
Marathon Mastic Melter	-	-	-	-	0%	-
Future Site Plan Land Purchase	-	-	3,500,000	3,500,000	44%	3,500,000
Fleet Fund Charges	-	-	47,017	47,017	1%	47,017
Reserves	-	-	-	-	0%	-
Total Expenditures	$ 3,894,065	$ 4,956,700	$ 7,937,017	$ 7,937,017	**100%**	**$ 2,980,317**
Surplus(Deficit)	**$ 1,127,785**	**$ (556,700)**	**$ -**	**$ -**		

LIQUOR FUND

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Income	$ -	$ -	$ -	$ -	0%	$ -
Liquor fund allottment	76,498	60,000	70,000	70,000	100%	10,000
Re-appropriate fund balance	-	-	-	-	0%	-
Total Revenues	$ 76,498	$ 60,000	$ 70,000	$ 70,000	100%	$ 10,000
Expenditures						
Wages > DUI enforcement	$ 39,870	$ 18,000	$ 28,000	$ 28,000	40%	$ 10,000
Benefits	17,088	6,500	6,500	6,500	9%	-
Miscellaneous	19,540	35,500	35,500	35,500	51%	-
Fund Balance	-	-	-	-	0%	-
Total Expenditures	$ 76,498	$ 60,000	$ 70,000	$ 70,000	100%	$ 10,000
Surplus(Deficit)	**$ 0**	**$ -**	**$ -**	**$ -**		

PARC TAX

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
PARC Tax Revenue	$ 488,102	$ 1,500,000	$ 1,500,000	$ 1,500,000	100%	$ -
Fund Balance Appropriation	-	-	-	-	0%	-
Total Revenues	$ 488,102	$ 1,500,000	$ 1,500,000	$ 1,500,000	100%	$ -
Expenses						
PARC Tax Arts Programs	$ -	$ 450,000	$ 450,000	$ 450,000	30%	$ -
Transfer to Capital Projects Fund	-	1,050,000	1,050,000	1,050,000	70%	-
Total Expenses	$ -	$ 1,500,000	$ 1,500,000	$ 1,500,000	100%	$ -
Surplus(Deficit)	**$ 488,102**	**$ -**	**$ -**	**$ -**		

RECREATION FUND

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Earnings	$ 1,113	$ 1,000	$ 1,000	$ 1,000	0%	$ -
Legacy Center Pass Sales	1,583,941	1,550,000	1,550,000	1,725,000	27%	175,000
Charges For Service	1,386,674	1,262,400	1,262,400	1,412,400	22%	150,000
Merchandise Sales	43,627	30,000	30,000	30,000	0%	-
Offsite Concession Sales	7,482	60,000	60,000	60,000	1%	-
Center Court Receipts	197,830	200,000	200,000	200,000	3%	-
Swim Program Revenue	448,297	325,000	325,000	325,000	5%	-
Outdoor Pool	-	-	207,068	207,068	3%	207,068
Contribution From General Fund	1,872,396	1,931,717	2,798,226	2,082,226	32%	150,509
Contribution From Fund Balance	-	608,482	420,000	420,000	6%	(188,482)
Total Revenues	$ 5,541,360	$ 5,968,599	$ 6,853,694	$ 6,462,694	100%	$ 494,095
Total Fund Expenses						
Legacy Center	$ 5,391,407	$ 5,968,599	$ 6,042,378	$ 6,042,378	93%	$ 73,779
Outdoor Pool	209,228	170,000	209,000	209,000	3%	39,000
Curtis Center	-	-	602,316	211,316	3%	211,316
Total Recreation Fund Expenses	**$ 5,600,635**	**$ 6,138,599**	**$ 6,853,694**	**$ 6,462,694**	**100%**	**$ 324,095**
Surplus/(Deficit)	**$ (59,275)**	**$ (170,000)**	**$ (0)**	**$ (0)**		

LEGACY CENTER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	76.77	76.77	81.05	81.05		4.28
Salaries & Wages	$ 2,726,233	$ 2,875,808	$ 3,094,930	$ 3,094,930	51%	$ 219,122
Overtime	1,169	1,000	1,000	1,000	0%	-
Employee Benefits	570,436	616,791	631,825	631,825	10%	15,034
Uniforms	5,277	3,700	3,700	3,700	0%	-
Fleet Fund Charges	2,004	2,000	2,000	2,000	0%	-
Fuel	-	-	2,500	2,500	0%	2,500
IT Fund Charges	56,600	67,608	67,608	67,608	1%	-
Risk Mgmt Fund Charges	65,000	65,000	65,000	65,000	1%	-
Books, Subscriptions, Memberships	3,719	4,000	4,000	4,000	0%	-
Recreation Public Notices	1,582	5,000	5,000	5,000	0%	-
Travel & Training	14,794	18,500	18,500	18,500	0%	-
Office Supplies	20,229	24,515	24,515	24,515	0%	-
Buildings & Grounds O&M	92,317	92,000	92,000	92,000	2%	-
Utilities	128,990	116,477	140,000	140,000	2%	23,523
Offsite Concession Expenses	2,117	64,000	64,000	64,000	1%	-
Center Court Expenses	148,099	165,500	165,500	165,500	3%	-
Electricity - Lehi City Power	221,088	230,000	230,000	230,000	4%	-
Professional & Technical	139,319	124,000	140,000	140,000	2%	16,000
Program Expenditures	112,275	148,000	148,000	148,000	2%	-
Gymnastics	43,016	76,000	76,000	76,000	1%	-
Dance	9,417	11,900	12,900	12,900	0%	1,000
Itty Bitty Ball	3,191	10,000	10,000	10,000	0%	-
Birthday Parties	11,219	8,500	8,500	8,500	0%	-
Facilities Stations	14,466	19,400	19,400	19,400	0%	-
Pool Operation & Maintenance	158,402	140,000	144,600	144,600	2%	4,600
Miscellaneous	3,223	23,000	23,000	23,000	0%	-
Swimming Program	131,449	97,800	100,800	100,800	2%	3,000
Tennis	3,401	6,000	6,000	6,000	0%	-

LEGACY CENTER-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Legacy Center - Expenditures continued						
Golf	6,460	7,800	7,800	7,800	0%	-
Adult Softball League	-	-	2,000	2,000	0%	2,000
Soccer Program Expense	34,120	26,000	26,000	26,000	0%	-
Volleyball Expense	8,103	10,200	10,200	10,200	0%	-
Baseball Expense	50,068	66,000	66,000	66,000	1%	-
Girls Softball	16,766	22,000	22,000	22,000	0%	-
Basketball Expense	150,003	150,000	150,000	150,000	2%	-
Flag Football Expense	10,831	9,600	9,600	9,600	0%	-
Wrestling Program Expense	2,415	2,000	2,500	2,500	0%	500
Debt Service	-	-	-	-	0%	-
Contribution to Outdoor Pool	103,582	-	-	-	0%	-
Capital Outlay	83,921	93,500	395,000	395,000	7%	301,500
Pool Capital Outlay	236,106	565,000	50,000	50,000	1%	(515,000)
Total Legacy Center Expenses	**$ 5,391,407**	**$ 5,968,599**	**$ 6,042,378**	**$ 6,042,378**	**100%**	**$ 73,779**

OUTDOOR POOL EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	4.28	4.28	0	0		0
Expenditures						
Salaries & Wages	$ -	$ -	$ -	$ -	0%	$ -
Employee benefits	-	-	-	-	0%	-
Outdoor Pool Operation & Maintenance	$ 209,228	$ 143,000	$ 144,000	$ 144,000	69%	$ 1,000
Capital Outlay	-	27,000	65,000	65,000	31%	38,000
Total Expenditures	$ 209,228	$ 170,000	$ 209,000	$ 209,000	100%	$ 39,000

CURTIS CENTER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	0	0	3.5	3.5		3.5
Expenditures						
Salaries & Wages	$ -	$ -	$ 208,592	$ 71,592	34%	$ 71,592
Employee benefits	-	-	66,724	39,724	19%	39,724
Buildings & Grounds Fund	-	-	58,000	-	0%	-
Program Expenditures	-	-	74,000	-	0%	-
Curtis Center Operation & Maintenance	-	-	150,000	100,000	47%	100,000
Capital Outlay	-	-	45,000	-	0%	-
Total Expenditures	$ -	$ -	$ 602,316	$ 211,316	100%	$ 211,316

LOCAL BUILDING AUTHORITY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Income	$ -	$ -	$ -	$ -	0%	$ -
Bond Proceeds	-	-	-	-	0%	-
Transfer from General Fund	-	-	1,220,675	1,220,675	75%	1,220,675
Transfer from Fire Impact Fees	-	-	400,000	400,000	25%	400,000
Re-appropriate fund balance	-	-	31,500,000	-	0%	-
Total Revenues	$ -	$ -	$ 33,120,675	$ 1,620,675	100%	$ 1,620,675
Expenditures						
Cost of Issuance	$ -	$ -	$ -	$ -	0%	$ -
Bond Fees	-	-	-	-	0%	-
Bank Charges & Fees	-	-	-	-	0%	-
Debt Service - Interest	-	-	1,520,675	1,520,675	94%	1,520,675
Debt Service - Principal	-	-	100,000	100,000	6%	100,000
Fire Station - Engineering	-	-	-	-	0%	-
Fire Station - Sitework	-	-	-	-	0%	-
Fire Station - FF & E	-	-	-	-	0%	-
Fire Station - Building Construction	-	-	9,400,000	-	0%	-
City Hall - Engineering	-	-	-	-	0%	-
City Hall - Sitework	-	-	-	-	0%	-
City Hall - FF & E	-	-	-	-	0%	-
City Hall - Building Construction	-	-	22,100,000	-	0%	-
Total Expenditures	$ -	$ -	$ 33,120,675	$ 1,620,675	100%	$ 1,620,675
Surplus(Deficit)	**$ -**	**$ -**	**$ -**	**$ -**		

CAPITAL PROJECTS SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Grant Revenue	$ -	$ -	$ -	$ -	0%	$ -
Interest income	36,529	500	500	500	0%	-
Bond Proceeds	-	-	-	-	0%	-
Appropriation from fund balance	-	17,995,248	20,259,606	20,510,106	83%	2,514,858
Sales tax	506,116	432,500	432,500	432,500	2%	-
PARC Tax (RAP tax)	-	-	-	-	0%	-
Transfer from General Fund	12,000,000	1,250,500	1,250,500	1,000,000	4%	(250,500)
Sale of Assets	492,385	-	-	-	0%	-
Bond Proceeds	-	29,400,000	-	-	0%	(29,400,000)
Transfer From PARC Tax Fund	-	1,050,000	1,050,000	1,050,000	4%	-
Miscellaneous	-	1,600,000	1,600,000	1,600,000	7%	-
Total Revenues	$ 13,035,030	$ 49,078,748	$ 24,593,106	$ 24,593,106	100%	$ (27,135,642)
Expenditures						
Transfer to Debt Service Fund	$ -	$ -	$ -	$ -	0%	$ -
Transfer to Fleet Fund	1,000,000	500,000	500,000	500,000	2%	-
Transfer to IT Fund	-	150,000	-	-	0%	(150,000)
Debt Service - Cabelas	377,863	427,500	427,500	427,500	2%	-
Debt Service Interest - Fire Station	-	-	-	-	0%	-
Debt Service Principal - Fire Station	128,248	-	-	-	0%	-
Bond Costs	4,900	5,000	5,000	5,000	0%	-
Irrigation Central Control Upgrade	-	276,248	-	-	0%	(276,248)
Sidewalks	360,982	400,000	500,000	500,000	2%	100,000
Home Demo/Parking Lot	72,002	-	-	-	0%	-
Road Widening & Infrastructure	-	-	-	-	0%	-
Safe Routes to School	-	-	-	-	0%	-
Parks Building	27,415	4,000,000	2,425,000	2,425,000	10%	(1,575,000)

CAPITAL PROJECTS SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Nuisance Trees & Damaged Sidewalks	-	150,000	225,000	225,000	1%	75,000
Chipper	42,610	-	-	-	0%	-
Tractor	37,119	-	-	-	0%	-
Playground Replacements	-	60,000	-	-	0%	(60,000)
Fencing Replacement at Vets Ball Park	32,615	35,000	-	-	0%	(35,000)
UTV with Sprayer & Snow Plow	28,224	-	-	-	0%	-
Mellor Rhoades Park Construction	-	400,000	-	-	0%	(400,000)
Park Construction	13,735	10,000,000	10,000,000	10,000,000	41%	-
Family Park - All Abilities Playground	9,065	7,000,000	7,000,000	7,000,000	28%	-
Frisbee Golf Course	7,223	15,000	-	-	0%	(15,000)
Vets Ballpark Parking Lot	-	10,000	-	-	0%	(10,000)
Park N Ride	160,513	-	-	-	0%	-
Hospital Loop Road	32,497	2,600,000	2,600,000	2,600,000	11%	-
Property Improvements	8,800	-	-	-	0%	-
Dog Park Improvements	-	-	-	-	0%	-
City Hall Campus	-	20,000,000	-	-	0%	(20,000,000)
Fire Station 84	-	9,400,000	-	-	0%	(9,400,000)
Court House Design	-	300,000	300,000	300,000	1%	-
SCBA Equipment - Station 84	-	-	610,606	610,606	2%	610,606
Reserves	-	-	-	-	0%	-
Total Expenditures	$ 3,001,094	$ 55,728,748	$ 24,593,106	$ 24,593,106	100%	$ (31,135,642)
Surplus(Deficit)	**$ 10,033,936**	**$ (6,650,000)**	**$ -**	**$ -**		

DEBT SERVICE

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Transfer from Capital Projects	$ -	$ -	$ -	$ -	0%	$ -
Transfer from Police Impact Fees	-	250,500	310,000	310,000	17%	$ 59,500
Transfer from General Fund	1,872,733	1,618,338	1,556,898	1,556,898	83%	$ (61,440)
Fund Balance Appropriation	-	-	-	-	0%	$ -
Total Revenues	$ 1,872,733	$ 1,868,838	$ 1,866,898	$ 1,866,898	100%	$ (1,940)
Expenses						
Debt Service - Interest	$ 924,933	$ 898,838	$ 871,898	$ 871,898	47%	$ (26,940)
Debt Service - Principal	935,000	960,000	985,000	985,000	53%	25,000
Bond Costs	-	-	10,000	10,000	0%	10,000
Total Expenses	$ 1,859,933	$ 1,858,838	$ 1,866,898	$ 1,866,898	100%	$ 8,060
Surplus(Deficit)	**$ 12,800**	**$ 10,000**	**$ -**	**$ -**		

CDBG

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Income	$ -	$ -	$ -	$ -	0%	$ -
CDBG	41,669	240,000	304,000	304,000	100%	64,000
Re-appropriation of Fund Balance	-	-	-	-	100%	-
Total Revenues	$ 41,669	$ 240,000	$ 304,000	$ 304,000	100%	$ 64,000
Expenditures						
CDBG Project improvements	$ 173,773	$ 277,000	$ 259,000	$ 259,000	100%	$ (18,000)
CDBG Adminstration Costs	$ 40,000	$ 40,000	$ 40,000	$ 40,000	100%	$ -
CDBG Program Expenses	$ 4,066	$ 2,500	$ 5,000	$ 5,000	100%	$ 2,500
Total Expenditures	$ 217,839	$ 319,500	$ 304,000	$ 304,000	100%	$ 2,500
Surplus(Deficit)	**$ (176,171)**	**$ (79,500)**	**$ -**	**$ -**		

FIRE IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Income	$ 719	$ 1,000	$ 1,000	$ 1,000	0%	$ -
Impact Fees	408,776	400,000	400,000	400,000	100%	-
Fund balance appropriation	-	-	-	-	0%	-
Bond proceeds	-	-	-	-	0%	-
Total Revenues	$ 409,495	$ 401,000	$ 401,000	$ 401,000	100%	$ -
Expenditures						
Future fire station	$ -	$ -	$ -	$ -	0%	$ -
Interest Expense	-	-	-	-	0%	-
Transfer to Local Building Authority	-	-	400,000	400,000	100%	400,000
Fire Station 84 Construction	68,203	-	-	-	0%	-
Fire Station 84 Equipment	-	-	-	-	0%	-
Reserves	-	401,000	1,000	1,000	0%	(400,000)
Total Expenditures	$ 68,203	$ 401,000	$ 401,000	$ 401,000	100%	$ -
Surplus(Deficit)	**$ 341,292**	**$ -**	**$ -**	**$ -**		

PARKS IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Earnings	$ 6,186	$ 30,000	$ 30,000	$ 30,000	0%	$ -
Park Impact Fees	5,524,321	2,050,000	2,050,000	2,050,000	25%	-
Utah State Parks Grant	-	-	-	-	0%	-
Developer Contributions	-	4,683,693	4,683,693	4,683,693	58%	-
Proceeds from Sale of Land	-	-	-	-	0%	-
Reappropriate Fund Balance	-	2,971,440	1,300,000	1,300,000	16%	(1,671,440)
Total Revenues	$ 5,530,507	$ 9,735,133	$ 8,063,693	$ 8,063,693	100%	$ (1,671,440)
Expenditures						
Debt Service - Principal	$ -	$ -	$ -	$ -	0%	$ -
Interest Expense	-	-	-	-	0%	-
Family Park	-	250,000	250,000	250,000	3%	-
Mellor Rhodes Park - Design	131,102	-	-	-	0%	-
Shadow Ridge	17,174	2,140,000	2,140,000	2,140,000	27%	-
Monument Park	1,588,494	1,536,000	-	-	0%	(1,536,000)
Sage Vista 3 Acre Park	-	-	-	-	0%	-
Parks, Trails, & Open Space Master Plan	-	-	325,000	325,000	4%	325,000
Upsizing Trails	164,317	105,000	105,000	105,000	1%	-
Mountain Bike Trails	-	330,440	200,000	200,000	2%	(130,440)
Fire83 Park	-	-	-	-	0%	-
Lights at Sports Park	12,175	-	-	-	0%	-
Willow Park Upgrades	510,362	620,000	100,000	100,000	1%	(520,000)
Holbrook Farms Park	4,200	2,208,548	2,208,548	2,208,548	27%	-
Cold Springs Ranch Park	-	2,475,145	2,475,145	2,475,145	31%	-
Steve Roll Rotary Park	-	-	70,000	70,000	1%	70,000
Park Design Expense	-	-	190,000	190,000	2%	190,000
Reserves	-	-	-	-	0%	-
Total Expenditures	$ 2,427,824	$ 9,665,133	$ 8,063,693	$ 8,063,693	100%	$ (1,601,440)
Surplus (Deficit)	**$ 3,102,682**	**$ 70,000**	**$ -**	**$ -**		

POLICE IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Earnings	$ 332	$ 500	$ 500	$ 500	0%	$ -
Police Impact Fees	364,077	250,000	250,000	250,000	81%	-
Proceeds from Issuance of Debt	-	-	-	-	0%	-
Contribution from General Fund	-	-	-	-	0%	-
Reappropriate Fund Balance	-	-	-	59,500	19%	59,500
Total Revenues	$ 364,409	$ 250,500	$ 250,500	$ 310,000	100%	$ 59,500
Expenditures						
Land Purchase	$ -	$ -	$ -	$ -	0%	$ -
Interest Expense	-	-	-	-	0%	-
New Police Building Design	-	-	-	-	0%	-
Transfer to Debt Service Fund	-	250,500	250,500	310,000	100%	59,500
Reserves	-	-	-	-	0%	-
Total Expenditures	$ -	$ 250,500	$ 250,500	$ 310,000	100%	$ 59,500
Surplus(Deficit)	**$ 364,409**	**$ -**	**$ -**	**$ -**		

ROAD IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Earnings	$ -	$ -	$ -	$ -	0%	$ -
Road Impact Fees	2,339,586	2,000,000	2,000,000	2,000,000	33%	-
Contributions from Developers	-	-	-	-	0%	-
UDOT Contributions	-	50,000	50,000	50,000	1%	-
County Contributions	5,483,404	4,000,000	4,000,000	4,000,000	66%	-
Reappropriate Fund Balance	-	235,000	-	-	0%	(235,000)
Total Revenues	$ 7,822,991	$ 6,285,000	$ 6,050,000	$ 6,050,000	100%	$ (235,000)
Expenditures						
Interest Expense	$ -	$ -	$ -	$ -	0%	$ -
Signals	-	250,000	275,000	275,000	5%	25,000
Streets Widening	1,037,227	275,000	275,000	275,000	5%	-
600 E North of Dry Creek	-	750,000	750,000	750,000	12%	-
Jordan Willows Conn Rd	-	10,000	10,000	10,000	0%	-
Center Street & SR92	-	50,000	30,000	30,000	0%	(20,000)
Accel/Deccel @ SR92 & 500 West	-	20,000	20,000	20,000	0%	-
Traverse Blvd TRAX Xing & Road	300,971	80,000	-	-	0%	(80,000)
Triumph (Frontage Rd to TRAX Xing)	-	-	-	-	0%	-
Main Street 2300 W to Crossroads	4,566,909	500,000	-	-	0%	(500,000)
1200 West	-	-	-	-	0%	-
Ashton Blvd Relocation	4,640	-	-	-	0%	-
I15 & 300 W Enhancement	-	-	-	-	0%	-
700 South Cycle Track Project	358,637	1,500,000	1,500,000	1,500,000	25%	-
1200 East Project	51,100	50,000	40,000	40,000	1%	(10,000)
2300 West - Main to 2100 North	9,773	2,500,000	2,500,000	2,500,000	41%	-
Thanksgiving Roads	-	-	100,000	100,000	2%	100,000
Accel/Decel - Redwood/2100N	82,072	200,000	200,000	200,000	3%	-
Road Master Plan & Impact Fee	28,114	100,000	60,000	60,000	1%	(40,000)
Reserves	-	-	290,000	290,000	5%	290,000
Total Expenditures	$ 6,439,443	$ 6,285,000	$ 6,050,000	$ 6,050,000	100%	$ (235,000)
Surplus(Deficit)	**$ 1,383,548**	**$ -**	**$ -**	**$ -**		

CULINARY WATER SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Miscellaneous	$ 116,596	$ 100,000	$ 100,000	$ 100,000	1%	$ -
Interest Income	20,187	-	-	-	0%	-
Water service charges	7,265,357	7,319,354	7,839,028	7,851,833	80%	532,479
Water hook up fees	688,427	650,000	350,000	650,000	7%	-
CWP Water Revenues	2,867,704	1,000,000	1,000,000	1,000,000	10%	-
Gain/Loss on Sale Fixed Assets	-	-	-	-	0%	-
Contributions from developers	6,525,516	-	-	-	0%	-
As Built Drawing Fees	123,700	135,000	135,000	135,000	1%	-
Bond Proceeds	-	-	8,000,000	-	0%	-
Contributions from developers	800	-	-	-	0%	-
Reappropriation of fund balance	-	36,948	1,433,679	94,335	1%	57,387
Total Revenues	$ 17,608,287	$ 9,241,302	$ 18,857,707	$ 9,831,168	100%	$ 589,866
Total Expenses	$ 10,620,543	$ 9,241,302	$ 18,857,707	$ 9,831,168		
Total Surplus/Deficit	**$ 6,987,744**	**$ -**	**$ 0**	**$ 0**		

CULINARY WATER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	15	16	18	18		2
Salaries	$ 1,105,229	$ 1,194,085	$ 1,348,500	$ 1,348,500	14%	$ 154,415
Overtime	58,367	40,000	56,000	56,000	1%	16,000
Employee Benefits	427,666	690,264	772,664	772,664	8%	82,400
Uniforms	737	7,800	8,850	8,400	0%	600
Bond Costs	-	-	-	-	0%	-
Books, Subscriptions, Memberships	11,499	10,250	20,750	20,750	0%	10,500
Travel & Training	19,293	31,500	33,500	33,500	0%	2,000
Office Supplies	5,409	10,268	12,768	12,768	0%	2,500
Fleet Fund Charges	260,004	260,000	305,982	255,581	3%	(4,419)
Fuel	-	-	31,000	31,000	0%	31,000
Buildings & Grounds O&M	69,818	163,367	163,367	150,000	2%	(13,367)
Utilities	32,134	27,661	42,000	42,000	0%	14,339
Supplies & Maintenance	11,190	83,000	83,000	83,000	1%	-
Water Purchase (Share Rent)	1,534,790	1,882,060	2,079,980	2,079,980	21%	197,920
Risk Mgmt Fund Charges	60,000	60,000	60,000	106,720	1%	46,720
Electricity - Lehi City Power	405,811	600,000	600,000	600,000	6%	-
Professional & Technical	123,565	133,000	210,000	210,000	2%	77,000
IT Fund Charges	50,000	52,071	54,271	70,000	1%	17,929
Bond Fees	-	6,500	6,500	6,500	0%	-
Billing Expense	76,655	50,000	50,000	50,000	1%	-
Bad Debt Expense	6,393	15,000	15,000	15,000	0%	-
Special Department Supplies	5,451	12,000	12,000	12,000	0%	-
Tools	15,623	20,000	35,000	35,000	0%	15,000
System Maintenance	685,624	550,000	650,000	650,000	7%	100,000
Meter Replacement	-	125,000	125,000	125,000	1%	-
Debt Service	144,005	280,151	619,250	594,480	6%	314,329
Allocation to General Fund	300,000	300,000	300,000	300,000	3%	-
CWP Water Purchase	2,867,704	1,000,000	1,000,000	1,000,000	10%	-
Meter Annual Maintenance	45,943	62,325	62,325	62,325	1%	-

CULINARY WATER EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Water expenses - continued						
Capital	-	-	-	-	0%	-
Spring Line Replace	-	300,000	300,000	300,000	3%	-
600 E Tank Replacement	-	500,000	-	-	0%	(500,000)
Springs Rehabilitation	-	350,000	350,000	350,000	4%	-
2300 W Pioneer Crossing CWP Connection	-	100,000	-	-	0%	(100,000)
Public Works Facility Site Planning	-	75,000	9,000,000	-	0%	(75,000)
Security Equipment	-	50,000	-	-	0%	(50,000)
Dry Creek Well Rehabilitation	-	200,000	200,000	200,000	2%	-
SCADA Transition	-	-	250,000	250,000	3%	250,000
Subdivision Development	-	-	-	-	0%	-
Depreciation & amoritization	2,297,031	-	-	-	0%	-
Reserves	-	-	-	-	0%	-
Total Culinary Water Expenses	**$ 10,620,543**	**$ 9,241,302**	**$ 18,857,707**	**$ 9,831,168**	**100%**	**$ 589,866**

CULINARY WATER IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Earnings	$ 1,277	$ 25,000	$ 25,000	$ 25,000	0%	$ -
Water Impact Fees	2,512,346	1,000,000	1,000,000	1,000,000	12%	-
Contributions from Developers	-	4,700,000	4,700,000	4,700,000	57%	-
Reappropriate Fund Balance	-	4,612,000	2,567,000	2,567,000	31%	(2,045,000)
Total Revenues	$ 2,513,624	$ 10,337,000	$ 8,292,000	$ 8,292,000	100%	$ (2,045,000)
Expenses						
Pipe Oversizing	$ -	$ 72,000	$ 72,000	$ 72,000	1%	$ -
Master plan and impact fee study	-	-	-	-	0%	-
Interest Expense	-	-	-	-	0%	-
Flight Park Well & Lines	-	2,400,000	2,400,000	2,400,000	29%	-
600 E Tank	-	500,000	500,000	500,000	6%	-
TP Booster Pump Station	-	65,000	20,000	20,000	0%	(45,000)
TM (PT) Flight Park Tank & Lines	3,600	2,300,000	2,300,000	2,300,000	28%	-
MICRON (SKYE) AP Well, BP, Lines	-	1,800,000	1,800,000	1,800,000	22%	-
1200 East Booster Pump Station	-	600,000	600,000	600,000	7%	-
West Side Tank #2	-	2,600,000	600,000	600,000	7%	(2,000,000)
Reserves	-	-	-	-	0%	-
Total Expenses	$ 3,600	$ 10,337,000	$ 8,292,000	$ 8,292,000	100%	$ (2,045,000)
Surplus(Deficit)	**$ 2,510,024**	**$ -**	**$ -**	**$ -**		

SEWER SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Miscellaneous	$ 29,244	$ 25,000	$ 25,000	$ 25,000	0%	$ -
Interest Income	7,817	-	-	-	0%	-
Sewer charges	9,930,258	10,363,291	10,570,557	10,980,000	96%	616,709
Contributions capital funding	8,078,945	-	-	-	0%	-
Gain/Loss of Fixed Assets	-	-	-	-	0%	-
Reappropriation of Fund Balance	-	1,262,738	1,018,314	454,848	4%	(807,890)
Total Revenues	$ 18,046,264	$ 11,651,029	$ 11,613,871	$ 11,459,848	100%	$ (191,181)
Total Expenses	$ 11,459,464	$ 11,651,029	$ 11,613,871	$ 11,459,848	100%	$ (191,181)
Surplus(Deficit)	**$ 6,586,800**	**-**	**$ (0)**	**$ 0**		

SEWER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	8	8	10	10		2
Salaries & Wages	$ 380,253	$ 497,885	$ 542,060	$ 542,060	5%	$ 44,175
Overtime	18,381	20,000	20,000	20,000	0%	-
Employee Benefits	130,392	321,321	313,250	313,250	3%	(8,071)
Uniforms	115	6,200	7,400	7,400	0%	1,200
Books, Subscriptions, Memberships	540	1,400	1,400	1,400	0%	-
Travel & Training	9,236	16,200	16,200	16,200	0%	-
Office Supplies	868	5,500	5,500	5,500	0%	-
Fleet Fund Charges	176,940	167,279	186,817	178,558	2%	11,279
Fuel	-	-	31,000	31,000	0%	31,000
Buildings & Grounds O&M	63,148	60,000	60,000	90,000	1%	30,000
Utilities	1,690	7,865	7,865	7,865	0%	-
Supplies & Maintenance	52,028	50,000	50,000	50,000	0%	-
Risk Mgmt Fund Charges	50,000	50,000	50,000	80,000	1%	30,000
Electricity - Lehi City Power	51,855	5,000	5,000	5,000	0%	-
Professional & Technical	13,710	50,000	50,000	50,000	0%	-
IT Fund Charges	9,000	29,135	29,135	40,000	0%	10,865
Timpanogos Special Service District	7,825,574	9,416,629	9,416,629	9,200,000	80%	(216,629)
Billing Expense	142,031	35,000	35,000	35,000	0%	-
Bad Debt Expense	9,067	30,000	30,000	30,000	0%	-
Department Supplies	488	10,000	10,000	10,000	0%	-
System Maintenance	50,875	98,615	98,615	98,615	1%	-
Interest Expense	-	3,000	3,000	3,000	0%	-
Allocation to General Fund	150,000	150,000	150,000	150,000	1%	-
Amortization Expense	-	-	-	-	0%	-

SEWER EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Sewer Expenses - continued						
Depreciation	2,323,273	-	-	-	0%	-
Reserves	-	-	-	-	0%	-
Manhole/Main Line Rehab	-	620,000	310,000	310,000	3%	(310,000)
Capital	-	-	185,000	185,000	2%	185,000
Capital Improvements	-	-	-	-	0%	-
Total Sewer Expenses	**$ 11,459,464**	**$ 11,651,029**	**$ 11,613,871**	**$ 11,459,848**	**100%**	**$ (191,181)**

SEWER IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Earnings	$ 4,304	$ 10,000	$ 10,000	$ 10,000	0%	$ -
Sewer Impact Fees	1,813,215	400,000	400,000	400,000	7%	-
Contributions From Developers	-	-	-	-	0%	-
Reappropriate Fund Balance	-	5,540,000	5,720,000	5,520,000	93%	(20,000)
Total Revenues	$ 1,817,518	$ 5,950,000	$ 6,130,000	$ 5,930,000	100%	$ (20,000)
Expenses						
Oversizing Pipe	$ -	$ 90,000	$ 90,000	$ 90,000	2%	$ -
Interest Expense	-	-	-	-	0%	-
Master Plan & Impact Fee Study	-	20,000	-	-	0%	(20,000)
Jordan Willow Pump Station Addition	-	20,000	20,000	20,000	0%	-
Jordan Willow Pump Line	960	20,000	20,000	20,000	0%	-
850 E Sewer to 700 S	-	500,000	500,000	500,000	8%	-
2100 N Sewer 1200 W to 1700 W	320	300,000	500,000	300,000	5%	-
Jordan River Sewer (Main to 1900 S)	-	5,000,000	5,000,000	5,000,000	84%	-
Reserves	-	-	-	-	0%	-
Total Expenses	$ 1,280	$ 5,950,000	$ 6,130,000	$ 5,930,000	100%	$ (20,000)
Surplus(Deficit)	**$ 1,816,238**	**$ -**	**$ -**	**$ -**		

ELECTRIC SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Electric sales taxable	$ 35,284,675	$ 37,340,482	$ 47,342,804	$ 47,074,717	63%	$ 9,734,235
Electric sales tax exempt	4,192,821	3,246,998	4,821,744	4,821,744	6%	1,574,746
Electric hook up fees	703,747	275,000	275,000	275,000	0%	-
Miscellaneous	238,137	175,000	175,000	175,000	0%	-
Temporary power charges	100,597	75,000	75,000	75,000	0%	-
Damage revenue	90,273	25,000	25,000	25,000	0%	-
Interest income	34,827	40,000	40,000	40,000	0%	-
Salvage revenue	58,627	25,000	25,000	25,000	0%	-
Contribution capital funding	1,844,824	-	-	-	0%	-
Late payment penalties	114,946	185,000	185,000	185,000	0%	-
Pole attachment	63,855	50,000	60,000	60,000	0%	10,000
Bond Proceeds	-	-	18,000,000	18,000,000	24%	18,000,000
Subdivision reimbursement	3,973,977	3,500,000	3,500,000	3,500,000	5%	-
Fund Balance Appropriation	-	1,418,419	-	-	0%	(1,418,419)
Total Revenues	$ 46,701,308	$ 46,355,899	$ 74,524,548	$ 74,256,461	100%	$ 27,900,562
Total Expenses	$ 42,905,308	$ 46,355,899	$ 74,524,549	$ 74,256,462	100%	27,900,563
Surplus(Deficit)	**$ 3,796,000**	**$ -**	**$ (0)**	**$ (0)**		

ELECTRIC EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	34.5	39.5	41.5	40.5		1
Salaries & Wages	$ 2,584,041	$ 3,492,475	$ 3,891,006	$ 3,773,346	5%	$ 280,871
Overtime	193,920	282,967	276,847	276,847	0%	(6,120)
Employee Benefits	582,470	1,739,055	1,860,707	1,819,707	2%	80,652
Uniforms	22,255	45,215	48,715	48,215	0%	3,000
Books, Subscriptions, Memberships	2,213	3,000	3,000	3,000	0%	-
Travel & Training	31,558	63,600	83,600	83,600	0%	20,000
Office Supplies	15,258	21,000	21,000	21,000	0%	-
Fleet Fund Charges	568,812	526,637	534,992	466,274	1%	(60,363)
Fuel	-	-	72,000	72,000	0%	72,000
Buildings & Grounds O&M	177,483	162,500	162,500	225,000	0%	62,500
Utilities	48,422	56,000	35,000	35,000	0%	(21,000)
Supplies & Maintenance	8,200	6,500	6,500	6,500	0%	-
Risk Mgmt Fund Charges	300,000	300,000	300,000	300,000	0%	-
Electricity - Lehi City Power	68,658	55,000	76,000	76,000	0%	21,000
Professional & Technical	266,562	364,500	356,100	356,100	0%	(8,400)
IT Fund Charges	31,500	56,959	56,959	70,000	0%	13,041
Computer Maintenance	-	-	-	-	0%	-
Bond Fees	1,650	2,500	2,500	2,500	0%	-
Contract Services Expense	53,908	330,000	330,000	330,000	0%	-
Internal Generation Maintenance	179,323	54,200	350,000	350,000	0%	295,800
Safety	12,003	42,150	49,150	49,150	0%	7,000
Billing Expense	346,368	340,000	340,000	340,000	0%	-
Bad Debt Expense	5	65,000	65,000	65,000	0%	-
System Maintenance	721,289	820,000	820,000	820,000	1%	-
Miscellaneous	30,974	29,800	29,800	29,800	0%	-
Resale Power Purchase	30,685,678	33,297,591	42,600,922	42,600,922	57%	9,303,331
Line Maintenance	113,038	70,500	70,500	70,500	0%	-
Substation Maintenance	37,214	53,500	88,500	53,500	0%	-
Power Locating	8,937	16,000	18,000	18,000	0%	2,000

ELECTRIC EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Expenses - Continued						
Debt Service	579,295	1,255,250	1,255,250	1,256,500	2%	1,250
Allocation to General Fund	541,000	541,000	541,000	541,000	1%	-
Depreciation	4,449,450	-	-	-	0%	-
Amorization Cost	243,825	-	-	-	0%	-
Reserves	-	-	-	-	0%	-
Improvements to system	-	700,000	400,000	400,000	1%	(300,000)
Capital outlay	-	285,000	462,000	380,000	1%	95,000
Street Light Project	-	350,000	350,000	350,000	0%	-
Subdivision Construction	-	300,000	300,000	300,000	0%	-
Rocky Mtn Power Line Purchases	-	150,000	150,000	150,000	0%	-
New Equipment	-	248,000	287,000	287,000	0%	39,000
Substation security	-	30,000	30,000	30,000	0%	-
Power Generation Facility	-	-	18,000,000	18,000,000	24%	18,000,000
Designated City Projects	-	200,000	200,000	200,000	0%	-
Total Electric Expenses	**$ 42,905,308**	**$ 46,355,899**	**$ 74,524,549**	**$ 74,256,462**	**100%**	**$ 27,900,563**

ELECTRIC IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Earnings	$ 8,079	$ 35,000	$ 35,000	$ 35,000	0%	$ -
Electric Impact Fees	5,528,192	3,000,000	3,000,000	3,000,000	28%	-
Reappropriate Fund Balance	-	6,957,000	7,532,000	7,532,000	71%	575,000
Total Revenues	$ 5,536,272	$ 9,992,000	$ 10,567,000	$ 10,567,000	100%	$ 575,000
Expenses						
Ashton 6-21 & 6-22 Line Extension	$ -	$ 130,000	$ 130,000	$ 130,000	1%	$ -
Master Plan & Impact Fee Study	-	30,000	30,000	30,000	0%	-
River Crossing & Thanksgiving Point	-	550,000	550,000	550,000	5%	-
Ashton 6-21 & 6-22 Line Extension	-	130,000	-	-	0%	(130,000)
3-21 Circuit Reconductor (500W-1100W)	-	90,000	90,000	90,000	1%	-
3-11 Line Extension Upgrade	-	540,000	-	-	0%	(540,000)
8-22 Line Extension	-	325,000	-	-	0%	(325,000)
300 N Rebuild	-	115,000	-	-	0%	(115,000)
900 N Reconductor	-	100,000	100,000	100,000	1%	-
Pine Meadow Blvd Reconductor	-	170,000	-	-	0%	(170,000)
North Point Substation	-	7,000,000	7,000,000	7,000,000	66%	-
North Point Getaways	-	942,000	942,000	942,000	9%	-
New Spring Creek 1012 circuit	-	-	450,000	450,000	4%	450,000
850 E Spring Creek Ranch Rd Re-Build	-	-	150,000	150,000	1%	150,000
Circuit 711 Reconductor	-	-	400,000	400,000	4%	400,000
Circuit 322 4/0 - 477 Reconductor	-	-	225,000	225,000	2%	225,000
Circuit 612 Recondcutor	-	-	300,000	300,000	3%	300,000
Traverse Mtn Circuit 7-21 Reconductor	-	-	200,000	200,000	2%	200,000
Reserves	-	-	-	-	0%	-
Total Expenses	$ -	$ 10,122,000	$ 10,567,000	$ 10,567,000	100%	$ 445,000
Surplus(Deficit)	**$ 5,536,272**	**$ (130,000)**	**$ -**	**$ -**		

GARBAGE SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Garbage Service Fees	$ 4,056,213	$ 3,995,518	$ 4,155,339	$ 4,460,842	92%	$ 465,324
Dump pass receipts	34,700	-	-	-	0%	-
Appropriate fund balance	-	35,217	-	383,025	8%	347,808
Interest Income	392	500	500	500	0%	-
Total Revenues	**$ 4,091,305**	**$ 4,031,235**	**$ 4,155,839**	**$ 4,844,367**	100%	$ 813,132
Expenses						
Garbage Contract Payment	$ 2,798,722	$ 3,001,500	$ 3,016,000	$ 3,722,120	77%	$ 720,620
Operations Exp/Tons Per Month	956,932	964,735	964,735	1,054,747	22%	90,012
Glass recyling	5,447	10,000	12,500	12,500	0%	2,500
Billing Expense	8,826	25,000	25,000	25,000	1%	-
Bad Debt Expense	3,323	10,000	10,000	10,000	0%	-
City Cleanup Expense	632	10,000	10,000	10,000	0%	-
Reserves	-	-	107,604		0%	-
Allocation to General Fund	10,000	10,000	10,000	10,000	0%	-
Total Garbage Expenses	**$ 3,783,882**	**$ 4,031,235**	**$ 4,155,839**	**$ 4,844,367**	100%	$ 813,132
Surplus(Deficit)	**$ 307,423**	**$ -**	**$ (0)**	**$ -**		

PRESSURIZED IRRIGATION SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Miscellaneous	$ 196,437	$ 35,000	$ 35,000	$ 35,000	0%	$ -
Interest Income	35,309	1,500	1,500	1,500	0%	-
Secondary water hook ups	367,638	350,000	350,000	350,000	3%	-
Contributions from developers	10,546,860	-	-	-	0%	-
Pressurized service charges	4,383,516	4,304,665	4,610,296	5,088,840	40%	784,175
Gain/Loss of Fixed Assets	4,655	-	-	-	0%	-
Bond Proceeds	-	-	6,925,000	6,925,000	54%	6,925,000
Transfer from Culinary Water	-	-	-	-	0%	-
Reappropriated fund balance	-	9,148,702	8,980,358	358,655	3%	(8,790,047)
Total Revenues	$ 15,534,415	$ 13,839,867	$ 20,902,154	$ 12,758,995	100%	$ (1,080,872)
Total Expenses	$ 5,725,894	$ 13,839,867	$ 20,902,154	$ 12,758,995	100%	$ (1,080,872)
Surplus/(Deficit)	**$ 9,808,521**	**$ -**	**$ 0**	**$ 0**		

PRESSURIZED IRRIGATION EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	5	5	5	5		0
Salaries & Wages	$ 271,112	$ 313,857	$ 335,551	$ 335,551	3%	$ 21,694
Overtime	20,600	15,000	30,000	30,000	0%	15,000
Employee Benefits	116,428	198,734	209,944	209,944	2%	11,210
Uniforms	486	3,000	3,000	3,000	0%	-
Books, Subscriptions, Memberships	675	500	500	500	0%	-
Travel & Training	6,814	7,000	7,000	7,000	0%	-
Office Supplies	435	7,000	7,000	7,000	0%	-
Fleet Fund Charges	24,996	25,000	43,383	25,000	0%	-
Fuel	-	-	31,000	31,000	0%	31,000
Buildings & Grounds O&M	26,834	20,000	20,000	75,000	1%	55,000
Utilities	499	2,000	2,000	2,000	0%	-
Risk Mgmt Fund Charges	50,000	50,000	50,000	75,000	1%	25,000
Electricity - Lehi City Power	306,440	400,000	400,000	400,000	3%	-
Professional & Technical	38,291	40,000	40,000	40,000	0%	-
IT Fund Charges	-	-	40,000	40,000	0%	40,000
Bond Fees	2,224	3,000	3,000	3,000	0%	-
Billing Expense	7,522	15,000	15,000	15,000	0%	-
Bad Debt Expense	3,605	15,000	15,000	15,000	0%	-
Supplies & Maintenance	7,436	16,000	16,000	16,000	0%	-
PI Meters	72,659	75,000	7,000,000	7,000,000	55%	6,925,000
Water Share Assessments	1,179,692	1,300,000	1,300,000	1,300,000	10%	-
System Maintenance	282,323	400,000	400,000	400,000	3%	-
Interest Expense	-	-	-	-	0%	-
Debt Service	599,521	1,048,796	1,048,796	844,020	7%	(204,776)
Fire Hydrant/Mainline Replace	-	400,000	400,000	400,000	3%	-
SCADA Upgrades	-	20,000	20,000	20,000	0%	-
Reserves	-	-	-	-	0%	-

PRESSURIZED IRRIGATION EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
PI - expenses continued						
Depreciation	2,642,321	-	-	-	0%	-
Dry Creek Reservior	-	8,000,000	8,000,000	-	0%	(8,000,000)
Seasons Reservoir Repair	-	200,000	200,000	200,000	2%	-
Irrigation Well Low Hills Zone-Vibbert	-	1,200,000	1,200,000	1,200,000	9%	-
Subdivision Development	-	-	-	-	0%	-
Capital	-	-	-	-	0%	-
Cost of Issuance	-	-	-	-	0%	-
Allocation to General Fund	64,980	64,980	64,980	64,980	1%	-
Total PI Expenses	**$ 5,725,894**	**$ 13,839,867**	**$ 20,902,154**	**$ 12,758,995**	**100%**	**$ (1,080,872)**

PRESSURIZED IRRIGATION IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Earnings	$ -	$ 25,000	$ 25,000	$ 25,000	1%	$ -
PI Impact Fees	1,193,938	900,000	900,000	900,000	19%	-
Appropriated Fund balance	-	-	-	-	0%	-
Contributions From Developers	-	4,095,000	3,820,000	3,820,000	81%	(275,000)
Total Revenues	$ 1,193,938	$ 5,020,000	$ 4,745,000	$ 4,745,000	100%	$ (275,000)
Expenses						
Interest Expense	$ 905	$ -	$ -	$ -	0%	$ -
Master Plan & Impact Fee Study	1,454	20,000	-	-	0%	$ (20,000)
Pipe Oversizing	-	85,000	105,000	105,000	2%	20,000
Low Hills expansion & piping	-	370,000	20,000	20,000	0%	(350,000)
Railroad Well & Piping	-	80,000	10,000	10,000	0%	(70,000)
West Side PI Reservoir	-	1,000,000	400,000	400,000	8%	(600,000)
Allred Well w/Booster Pump	-	-	-	-	0%	-
Flight Park Reservoir & Pipeline	-	1,600,000	1,600,000	1,600,000	34%	-
Vialetto Reservoir & Pumps	-	1,400,000	1,800,000	1,800,000	38%	400,000
Brooks Res Expansion & PS	-	75,000	20,000	20,000	0%	(55,000)
Relocated 600 East Well	-	350,000	-	-	0%	(350,000)
Cedar Hollow Well (Design)	-	-	20,000	20,000	0%	20,000
Skye Reservior (Design)	-	-	50,000	50,000	1%	50,000
Reserves	-	40,000	720,000	720,000	15%	680,000
Total Expenses	$ 2,359	$ 5,020,000	$ 4,745,000	$ 4,745,000	100%	$ (275,000)
Surplus(Deficit)	**$ 1,191,579**	**$ -**	**$ -**	**$ -**		

DRAINAGE SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Income	$ 4,361	$ 4,000	$ 4,000	$ 4,000	0%	$ -
Contributed capital	5,264,979	-	-	-	0%	-
Drainage service charges	2,508,517	2,458,575	2,633,134	2,812,019	98%	353,444
Reappropriate Fund Balance	-	121,769	143,960	44,505	2%	(77,264)
Miscellaneous revenues	-	-	-	-	0%	-
Total Revenues	$ 7,777,857	$ 2,584,344	$ 2,781,094	$ 2,860,524	100%	276,180
Total Expenses	$ 3,315,667	$ 2,584,344	$ 2,781,094	$ 2,860,524	100%	$ 276,180
Surplus(Deficit)	**$ 4,462,191**	**-**	**$ 0**	**$ (0)**		

DRAINAGE EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	**12**	**12**	**12**	**12**		**0**
Salaries & Wages	$ 549,843	$ 682,212	$ 694,034	$ 694,034	24%	$ 11,822
Overtime	16,447	20,000	20,000	20,000	1%	-
Employee Benefits	274,793	428,002	401,018	401,018	14%	(26,984)
Uniforms	473	7,800	7,800	7,800	0%	-
Books, Subscriptions, Memberships	1,023	3,500	3,500	3,500	0%	-
Travel & Training	10,848	25,000	25,000	25,000	1%	-
Office Supplies	410	800	800	800	0%	-
Fleet Fund Charges	170,004	170,000	170,000	139,000	5%	(31,000)
Fuel	-	-	31,000	31,000	1%	31,000
Buildings & Grounds	10,107	10,000	10,000	75,000	3%	65,000
Risk Mgmt Fund Charges	15,000	15,000	15,000	45,000	2%	30,000
Professional & Technical	22,847	60,000	60,000	60,000	2%	-
IT Fund Charges	7,000	27,900	27,900	40,000	1%	12,100
Bond Fees	1,500	2,750	2,750	2,750	0%	-
Billing Expense	1,364	7,895	7,895	7,895	0%	-
Bad Debt Expense	3,914	7,000	7,000	7,000	0%	-
Supplies	13,543	10,000	10,000	10,000	0%	-
System Maintenance	19,484	70,000	70,000	70,000	2%	-
Debt Service	27,112	210,885	210,885	214,216	7%	3,331
Detention Basin's Maintenance	124,652	42,000	42,000	42,000	1%	-
Reserves	-	69,089	-	-	0%	(69,089)
Remedial drainage	-	333,991	233,991	233,991	8%	(100,000)
Allocation to General Fund	65,520	65,520	65,520	65,520	2%	-
Capital outlay	-	-	350,000	350,000	12%	350,000
Depreciation	1,979,784	-	-	-	0%	-
Pipe rehabilitation	-	315,000	315,000	315,000	11%	-
Total Drainage Expenses	**$ 3,315,667**	**$ 2,584,344**	**$ 2,781,094**	**$ 2,860,524**	**100%**	**$ 276,180**

DRAINAGE IMPACT FEES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Interest Earnings	$ 487	$ 5,000	$ 5,000	$ 5,000	1%	$ -
Drainage Impact Fees	491,504	350,000	350,000	350,000	77%	-
Contributions From Developers/Bonds	-	100,000	100,000	100,000	22%	-
UDOT Contributions	-	-	-	-	0%	-
Reappropriation fund balance	-	-	-	-	0%	-
Total Revenues	$ 491,991	$ 455,000	$ 455,000	$ 455,000	100%	$ -
Expenses						
Interest Expense	$ -	$ -	$ -	$ -	0%	$ -
Mainline Upsizing	-	55,000	55,000	55,000	12%	-
West Side Drains	-	50,000	50,000	50,000	11%	-
Traverse Mtn Drains	-	50,000	50,000	50,000	11%	-
Dry Creek 600 E Culvert	-	-	250,000	200,000	44%	200,000
Reserves	-	100,000	-	-	0%	(100,000)
Total Expenses	$ -	$ 255,000	$ 405,000	$ 355,000	78%	$ 100,000
Surplus(Deficit)	**$ 491,991**	**$ 200,000**	**$ 50,000**	**$ 100,000**		

PAYMENT IN LIEU

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ESTIMATED FY 2022	DEPT REQ BUDGET FY 2023	FINAL BUDGET FY 2023	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2022-FY2023
Revenues						
Interest Earnings	$ 2,011	$ -	$ -	$ -	0%	$ -
Re-Appropriation of Fund Balance	-	320,000	400,000	400,000	80%	80,000
Payment in Lieu of Detention	30,182	100,000	100,000	100,000	20%	-
Total Revenues	$ 32,194	$ 420,000	$ 500,000	500,000	100%	$ 80,000
Expenses						
Jordan Narrow Detention Basin	$ -	$ 100,000	$ 150,000	$ 150,000	30%	$ 50,000
Misc Detention Projects	-	120,000	50,000	50,000	10%	(70,000)
Lambert Detention Basin	-	200,000	300,000	300,000	60%	100,000
Contribution to fund balance	-	-	-	-	0%	-
Total Expenses	$ -	$ 420,000	$ 500,000	$ 500,000	100%	$ 80,000
Surplus(Deficit)	**$ 32,194**	**$ -**	**$ -**	**$ -**		

FIBER SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Fiber Revenue	$ -	$ -	$ -	$ 550,000	1%	$ 550,000
Interest Earned	268,441	-	-	-	0%	-
Bond Proceeds	-	-	-	-	0%	-
Fund Balance Appropriation	-	-	39,022,489	39,347,439	99%	39,347,439
Total Revenues	$ 268,441	$ -	$ 39,022,489	$ 39,897,439	100%	$ 39,897,439
Total Expenses	**$ 1,978,842**	**$ 16,657,235**	**$ 39,022,489**	**$ 39,897,439**	**100%**	**$ 23,240,204**
Surplus(Deficit)	**$ (1,710,401)**	**$ (16,657,235)**	**$ (0)**	**$ (0)**	**$ -**	**$ 16,657,235**

FIBER EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTEs	0	2	5	5		3
Salaries & Wages	$ -	$ 96,900	$ 415,443	$ 415,443	1%	$ 318,543
Overtime	-	-	15,513	15,513	0%	15,513
Benefits	-	50,185	215,591	215,591	1%	165,406
Uniforms	-	-	1,500	1,450	0%	1,450
Books, Subscriptions, Memberships	-	-	2,435	2,435	0%	2,435
Travel & Training	-	-	17,457	17,457	0%	17,457
Office Supplies	-	-	1,170	1,170	0%	1,170
Fleet Fund Charges	-	-	22,619	22,619	0%	22,619
Buildings & Grounds O&M	-	-	-	-	0%	-
Utilities	-	-	4,250	4,250	0%	4,250
Supplies & Maintenance	-	-	20,725	20,725	0%	20,725
Risk Management Charges	-	-	-	-	0%	-
Professional & Technical	110,000	-	148,745	148,745	0%	148,745
IT Fund Charges	-	-	-	-	0%	-
Computer Maintenance	-	-	1,000	1,000	0%	1,000
Bond Fees/Admin Fees	-	-	3,000	3,000	0%	3,000
Contract Services Expense	-	-	20,000	20,000	0%	20,000
Safety	-	-	500	500	0%	500
System Maintenance	-	-	5,000	5,000	0%	5,000
Miscellaneous	-	-	11,130	11,130	0%	11,130
Fiber Locating	-	-	10,000	10,000	0%	10,000
Reserves	-	-	-	-	0%	-

FIBER EXPENSES-CONTINUED

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Expenses - Continued						
New Equipment	-	-	18,500	18,500	0%	18,500
Debt Service	1,844,810	2,210,150	2,210,150	3,085,150	8%	875,000
Fiber System - Engineering	-	1,700,000	1,138,049	1,138,049	3%	(561,951)
Fiber System - Backbone	-	1,100,000	3,617,724	3,617,724	9%	2,517,724
Fiber System - Drops	-	-	5,797,918	5,797,918	15%	5,797,918
Fiber System - Distribution	-	11,500,000	25,324,071	25,324,071	63%	13,824,071
Cost of Issuance	24,032	-	-	-	0%	-
Total Fiber Expenses	**$ 1,978,842**	**$ 16,657,235**	**$ 39,022,489**	**$ 39,897,439**	**100%**	**$ 23,240,204**

IT FUND SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Charge to General Fund	$ 718,701	$ 1,055,744	$ 1,055,744	$ 1,200,000	70%	$ 144,256
Charge to Legacy Fund	56,600	67,608	67,608	67,608	4%	-
Charge to Water Fund	50,000	52,071	52,071	70,000	4%	17,929
Charge to Sewer Fund	9,000	29,135	29,135	40,000	2%	10,865
Charge to Electric Fund	31,500	56,959	56,959	70,000	4%	13,041
Charge to PI Fund	-	26,601	26,601	40,000	2%	13,399
Charge to Drainage Fund	7,000	27,900	27,900	40,000	2%	12,100
Charge to Fleet Fund	2,300	3,155	3,155	3,155	0%	-
Charge to Risk Mgt Fund	4,600	4,600	4,600	4,600	0%	-
Charge to Bldgs & Grounds Fund	5,750	7,140	7,140	7,140	0%	-
Transfer from Capital Projects Fund	-	-	-		0%	-
Miscellaneous Revenue	4,353	-	-	-	0%	-
Reserves	-	268,950	457,625	161,035	9%	(107,915)
Interest Income	333	7,500	7,500	7,500	0%	-
Total Revenues	$ 890,138	$ 1,607,363	$ 1,796,038	$ 1,711,038	100%	$ 103,675
IT Operations Expenses	$ 1,115,931	$ 1,744,863	$ 1,796,038	$ 1,711,038	100%	$ (33,825)
Surplus(Deficit)	**$ (225,793)**	**$ (137,500)**	**$ 0**	**$ 0**		

IT FUND EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	4	5	6	5		0
Salaries & Wages	$ 268,624	$ 385,254	$ 411,017	$ 361,017	21%	$ (24,237)
Employee Benefits	98,045	171,901	259,313	224,313	13%	52,412
Books, Subscriptions, Memberships	145	2,000	2,000	2,000	0%	-
Travel & Training	28	15,000	15,000	15,000	1%	-
Office Supplies	98	1,500	1,500	1,500	0%	-
Fleet Fund Charges	3,000	3,000	3,000	3,000	0%	-
Fuel	-	-	500	500	0%	500
Utilities	-	5,000	5,000	5,000	0%	-
Supplies & Maintenance	280,810	303,483	303,483	303,483	18%	-
Risk Mgmt Fund Charges	5,000	5,000	5,000	5,000	0%	-
Professional & Technical	62,583	75,000	75,000	75,000	4%	-
Software Maintenance	54,720	45,000	45,000	45,000	3%	-
Miscellaneous	26,119	123,049	43,049	43,049	3%	(80,000)
Software Licensing	199,570	159,676	257,176	257,176	15%	97,500
O & M - Hardware	64,036	200,000	200,000	200,000	12%	-
Hardware Replacement	-	-	-	-	0%	-
Reserves	-	-	-	-	0%	-
Depreciation	53,152	-	-	-	0%	-
Software Upgrade	-	250,000	170,000	170,000	10%	(80,000)
Total IT Expenses	**$ 1,115,931**	**$ 1,744,863**	**$ 1,796,038**	**$ 1,711,038**	**100%**	**$ (33,825)**

FLEET FUND SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Charge to General Fund	$ 2,027,510	$ 2,175,588	$ 2,175,588	$ 2,318,327	58%	$ 142,739
Charge to Legacy Fund	2,004	2,000	2,000	2,000	0%	-
Charge to Water Fund	260,004	260,000	260,000	255,581	6%	(4,419)
Charge to Sewer Fund	176,940	167,279	167,279	178,558	4%	11,279
Charge to Electric Fund	568,812	526,637	526,637	466,274	12%	(60,363)
Charge to Drainage Fund	170,004	170,000	170,000	139,000	3%	(31,000)
Charge to IT Fund	3,000	3,000	3,000	3,000	0%	-
Charge to Risk Mgt Fund	5,004	5,000	5,000	5,000	0%	-
Charge to PI Fund	24,996	25,000	25,000	25,000	1%	-
Charge to Bldgs & Grounds Fund	22,500	35,867	35,867	35,867	1%	-
Charge to Class C Roads	-	47,017	47,017	47,017	1%	-
Charge to Fiber Fund	-	-	22,619	22,619	1%	22,619
Transfer from Capital Projects	-	-	500,000	500,000	12%	500,000
Reserves	-	68,975	-	-	0%	(68,975)
Miscellaneous	457	-	-		0%	-
Capital Lease	-	1,903,880	1,903,880	-	0%	(1,903,880)
Gain/Loss on Disposal of Fixed Assets	15,580	-	-	-	0%	-
Interest Income	1,078	20,000	20,000	20,000	0%	-
Total Revenues	$ 3,277,888	$ 5,410,243	$ 5,863,887	$ 4,018,243	100%	$ (1,392,000)
Total Expenses	$ 3,065,991	$ 5,910,243	$ 7,723,010	$ 4,018,243	100%	$ (1,892,000)
Surplus(Deficit)	**$ 211,898**	**$ (500,000)**	**$ (1,859,123)**	**$ 0**		

FLEET FUND EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	4	4.5	5.5	4.5		0
Salaries & Wages	$ 265,602	$ 297,144	$ 401,375	$ 304,236	8%	$ 7,092
Overtime	20,174	-	-	-	0%	-
Employee Benefits	94,942	164,046	222,947	173,031	4%	8,985
Books, Subscriptions, Memberships	13,719	8,190	8,190	8,190	0%	-
Travel & Training	4,380	13,331	13,331	13,331	0%	-
Office Supplies	136	1,260	1,260	1,260	0%	-
Operating Expenses	709,677	572,500	772,875	722,875	18%	150,375
Fuel	789,767	701,000	876,250	10,000	0%	(691,000)
IT Fund Charges	2,300	3,155	3,155	3,155	0%	-
Utilities	2,426	-	-	-	0%	-
Supplies & Maintenance & Tires	53,338	75,000	75,000	75,000	2%	-
Risk Mgmt Fund Charges	5,000	5,000	5,000	5,000	0%	-
Professional & Technical	67	-	-	-	0%	-
Miscellaneous	1,617	12,911	12,911	12,911	0%	-
Capital	-	-	195,645	46,645	1%	46,645
New Vehicle Purchases	-	234,082	1,590,020	315,458	8%	81,376
Equipment Replacement	-	1,455,975	3,089,477	1,294,559	32%	(161,416)
Capital Lease Payments	39,615	455,574	455,574	1,032,592	26%	577,018
Capital Lease Purchases	-	1,903,880	-		0%	(1,903,880)
Reserves	-	7,195	-	-	0%	(7,195)
Depreciation	1,063,231	-	-	-	0%	-
Total Fleet Expenses	**$ 3,065,991**	**$ 5,910,243**	**$ 7,723,010**	**$ 4,018,243**	**100%**	**$ (1,892,000)**

RISK MANAGEMENT FUND SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Charge to General Fund	$ 614,513	$ 614,513	$ 614,513	$ 696,000	47%	$ 81,487
Charge to Legacy Fund	65,000	65,000	65,000	65,000	4%	-
Charge to Water Fund	60,000	60,000	60,000	106,720	7%	46,720
Charge to Sewer Fund	50,000	50,000	50,000	80,000	5%	30,000
Charge to Electric Fund	300,000	300,000	300,000	300,000	20%	-
Charge to PI Fund	50,000	50,000	50,000	75,000	5%	25,000
Charge to Drainage Fund	15,000	15,000	15,000	45,000	3%	30,000
Charge to IT fund	5,000	5,000	5,000	18,603	1%	13,603
Charge to Fleet Fund	5,000	5,000	5,000	45,000	3%	40,000
Charge to Bldgs & Grounds Fund	2,500	2,500	2,500	30,000	2%	27,500
Appropriated Fund Balance	-	-	303,433	9,123	1%	9,123
Miscellaneous revenue	286,906	-	-	-	0%	-
Interest Income	147	4,099	4,099	4,099	0%	-
Total Revenues	$ 1,454,066	$ 1,171,112	$ 1,474,545	$ 1,474,545	100%	$ 303,433
Total Expenses	$ 983,895	$ 1,301,345	$ 1,474,545	$ 1,474,545	100%	$ 173,200
Surplus (Deficit)	**$ 470,171**	**$ (130,233)**	**$ 0**	**$ 0**		

RISK MANAGEMENT FUND EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	1	1	1	1		
Salaries & Wages	$ 92,809	$ 97,339	$ 103,713	$ 103,713	7%	$ 6,374
Employee Benefits	27,825	49,956	53,282	53,282	4%	3,326
Books, Subscriptions, Memberships	2,572	2,950	2,950	2,950	0%	-
Travel & Training	4,639	5,000	5,000	5,000	0%	-
Office Supplies	-	500	500	500	0%	-
Fleet Fund Charges	5,004	5,000	5,000	5,000	0%	-
Fuel	-	-	3,500	3,500	0%	3,500
Damage Repairs	79,418	45,000	45,000	45,000	3%	-
Utilities	-	500	500	500	0%	-
Safety	522	20,000	20,000	20,000	1%	-
IT Fund Charges	4,600	4,600	4,600	4,600	0%	-
Electricity - Lehi City Power	-	500	500	500	0%	-
Professional & Technical	13,595	15,500	15,500	15,500	1%	-
Litigation Claims Mgmt	-	40,000	40,000	40,000	3%	-
Insurance Expense	752,718	997,500	1,157,500	1,157,500	78%	160,000
Miscellaneous	192	17,000	17,000	17,000	1%	-
Reserves	-	-	-	-	0%	-
Total Risk Mgmt Expenses	**$ 983,895**	**$ 1,301,345**	**$ 1,474,545**	**$ 1,474,545**	**100%**	**$ 173,200**

BUILDING/GROUNDS SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Charge to General Fund	$ 1,179,772	$ 1,172,122	$ 1,172,122	$ 1,372,122	56%	$ 200,000
Charge to Legacy Fund	92,000	92,000	92,000	150,000	6%	58,000
Charge to Water Fund	55,000	163,367	163,367	150,000	6%	(13,367)
Charge to Sewer Fund	60,000	60,000	60,000	90,000	4%	30,000
Charge to Electric Fund	162,500	162,500	162,500	225,000	9%	62,500
Charge to PI Fund	20,000	20,000	20,000	75,000	3%	55,000
Charge to Drainage Fund	10,000	10,000	10,000	75,000	3%	65,000
Transfer from Capital Projects	-	-	-	-	0%	-
Interest Income	580	-	-	-	0%	-
Grants	-	10,000	-	-	0%	(10,000)
Reserves	-	559,728	1,014,787	313,327	13%	(246,401)
Total Revenues	$ 1,579,852	$ 2,249,717	$ 2,694,776	$ 2,450,449	100%	$ 200,732
Total Expenses	$ 1,618,045	$ 2,249,717	$ 2,694,776	$ 2,450,449	99%	$ 200,732
Surplus (Deficit)	**$ (38,193)**	**$ -**	**$ 0**	**$ 0**		

BUILDING/GROUNDS FUND EXPENSES

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Personnel FTE's	16.5	18.5	20.5	19.5		1
Salaries & Wages	$ 729,677	$ 1,161,468	$ 1,302,282	$ 1,258,748	51%	$ 97,280
Overtime	25,797	15,000	20,000	20,000	0%	5,000
Employee Benefits	230,901	422,169	609,466	573,540	23%	151,371
Uniforms	3,532	6,200	6,600	6,400	0%	200
Books, Subscriptions, Memberships	114	500	500	500	0%	-
Travel & Training	-	4,500	4,500	4,500	0%	-
Office Supplies	548	2,000	3,000	3,000	0%	1,000
Fleet Fund Charges	23,270	35,867	58,534	33,867	1%	(2,000)
Repairs	261,213	290,600	270,000	270,000	11%	(20,600)
Utilities	52,088	4,000	4,000	4,000	0%	-
Supplies	111,022	95,000	115,000	115,000	5%	20,000
IT Fund Charges	5,750	7,140	7,140	7,140	0%	-
Risk Mgmt Fund Charges	2,500	2,500	2,500	2,500	0%	-
Equipment Maintenance	60,282	107,900	107,900	107,900	4%	-
Bldg Beautification Expenses	17,541	16,500	21,500	21,500	1%	5,000
Miscellaneous	19,519	21,853	21,853	21,853	1%	-
Capital Outlay	-	56,520	140,000	-	0%	(56,520)
Depreciation	-	-	-	-	0%	-
Reserves	74,291	-	-	-	0%	-
Total Buildings/Grounds Expenses	**$ 1,618,045**	**$ 2,249,717**	**$ 2,694,776**	**$ 2,450,449**	**99%**	**$ 200,732**

2024 LEHI CITY BUDGET REQUESTS

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FUND	DEPARTMENT	PRIORITY	DESCRIPTION	REQUEST	UNFUNDED	FUNDED
10	ADMIN		**TRAVEL & TRAINING LINE ITEM INCREASE**	2,000		2,000
10	ADMIN		**SURVEY SOFTWARE**	12,000	12,000	
10	ADMIN/SPECIAL EVENTS		**FULL TIME EVENTS/PROJECTS**	83,317		12,000
10	ADMIN/SPECIAL EVENTS		**FULL TIME EVENTS/PROJECTS - TRUCK & TRAILER**	58,138	58,138	
10	CEMETERY		**TRAVEL & TRAINING LINE ITEM**	2,000		2,000
10	CITY RECORDER	1	**2023 ELECTIONS**	190,000		190,000
10	COURT	2	**SECURITY IMPROVEMENTS**	31,511		31,511
10	ENGINEERING		**LINE ITEM INCREASES**	4,700		4,700
10	FIRE	1	**OVERTIME LINE ITEM INCREASE**	64,000		64,000
10	FIRE	2	**TRAINING TRUCK**	9,425	9,425	
10	FIRE/STATION 84	3	**STATION/APPARATUS EQUIPMENT (LEASE)**	581,724		581,724
10	FIRE/STATION 84	3	**STATION EQUIPMENT (SCBA)**	610,606		610,606
10	FIRE/STATION 84	4	**PARAMEDIC**	88,218		88,218
10	FIRE/STATION 84		**PARAMEDIC - ONE TIME (EACH)**	36,600		36,600
10	FIRE/STATION 84	5	**PARAMEDIC**	88,218		88,218
10	FIRE/STATION 84	6	**PARAMEDIC**	88,218		88,218
10	FIRE/STATION 84	7	**PARAMEDIC**	88,218		88,218
10	FIRE/STATION 84	8	**PARAMEDIC**	88,218		88,218
10	FIRE/STATION 84	9	**PARAMEDIC**	88,218		88,218
10	FIRE/STATION 84	10	**CAPTAIN**	113,830		113,830
10	FIRE/STATION 84		**CAPTAIN - ONE TIME (EACH)**	18,300		18,300
10	FIRE/STATION 84	11	**CAPTAIN**	113,830		113,830
10	FIRE/STATION 84	12	**CAPTAIN**	113,830		113,830
10	FIRE/STATION 84	13	**ENGINEER**	87,777		87,777
10	FIRE/STATION 84		**ENGINEER - ONE TIME (EACH)**	18,300		18,300
10	FIRE/STATION 84	14	**ENGINEER**	87,777		87,777
10	FIRE/STATION 84	15	**ENGINEER**	87,777		87,777
10	FIRE/STATION 84	16	**FIREFIGHTER**	74,328		74,328
10	FIRE/STATION 84		**FIREFIGHTER - ONE TIME (EACH)**	18,300		18,300
10	FIRE/STATION 84	17	**FIREFIGHTER**	74,328		74,328
10	FIRE/STATION 84	18	**FIREFIGHTER**	74,328		74,328
10	HUMAN RESOURCES	1	**BACKGROUND CHECK SCREENING**	15,000		15,000
10	HUMAN RESOURCES	2	**HR ANALYST**	121,447		63,224
10	HUMAN RESOURCES	3	**INTERNSHIP/RETURNSHIP PROGRAM**	56,978	56,978	
10	INFORMATION CENTER	1	**TRAVEL & TRAINING LINE ITEM INCREASE**	3,150		3,150
10	LEGAL SERVICES	1	**FULL TIME PROSECUTING ATTORNEY**	160,000	160,000	
10	LIBRARY		**OFFICE SUPPLIES LINE ITEM INCREASE**	4,000		4,000
10	LIBRARY		**EQUIPMENT MAINTENANCE LINE ITEM INCREASE**	4,000		4,000
10	LIBRARY		**STORY HOUR EXPENSE LINE ITEM INCREASE**	4,000		4,000
10	LITERACY CENTER	1	**SATELLITE CENTER - STAFFING**	136,700	136,700	
10	LITERACY CENTER	1	**SATELLITE CENTER - OPERATING COSTS**	5,000	5,000	
10	LITERACY CENTER	1	**SATELLITE CENTER - SET UP COSTS**	12,000		12,000
10	PARKS	1	**ADMINISTRATIVE ASSISTANT**	89,743		89,743
10	PARKS	2	**WORKER II WEEKEND PARKS**	89,743		89,743
10	PARKS	2	**WORKER II WEEKEND PARKS - FLEET**	14,902		14,902
10	PARKS	3	**WORKER I GENERAL PARKS**	83,316		83,316
10	PARKS	3	**WORKER I GENERAL PARKS - FLEET**	10,907		10,907
10	PARKS	4	**WORKER I GENERAL PARKS**	83,316	83,316	
10	PARKS	4	**WORKER I GENERAL PARKS - FLEET**	10,907	10,907	

2024 LEHI CITY BUDGET REQUESTS

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FUND	DEPARTMENT	PRIORITY	DESCRIPTION	REQUEST	UNFUNDED	FUNDED
10	PARKS	5	**WORKER I TRAILS & OPEN SPACE**	89,743	89,743	
10	PARKS	5	**WORKER I TRAILS & OPEN SPACE - FLEET**	15,430	15,430	
10	PARKS	6	**WORKER I IRRIGATION TECHNICIAN**	89,743	89,743	
10	PARKS	7	**PARKS & FACILITIES COMPOUND FENCING**	35,000		35,000
10	PARKS	8	**PARK MAINTENANCE LINE ITEM INCREASE**	60,000		60,000
10	PARKS	9	**ASPHALT AROUND NEW SHOP**	250,000		250,000
10	PARKS	10	**WORKER I ARBORIST**	89,943	89,943	
10	PARKS	12	**HARPER TURBO VAC**	52,000	52,000	
10	PARKS	13	**CHIPPER TRUCK REPLACEMENT**	120,000	120,000	
10	PARKS	13	**CHIPPER TRUCK REPLACEMENT - FLEET**	18,829	18,829	
10	PARKS		**OVERTIME LINE ITEM INCREASE**	5,000		5,000
10	PARKS		**TRAVEL & TRAINING LINE ITEM INCREASE**	5,000		5,000
10	PARKS		**BUILDINGS & GROUNDS LINE ITEM INCREASE**	5,000		5,000
10	COMMUNITY DEVEL/PLANNING	1	**DOWNTOWN REVITALIZATION PLAN (TAG GRANT)**	130,000		130,000
10	PLANNING	1	**EMPLOYEE SERIES PROMOTIONS**	24,200		12,000
10	PLANNING/ENVIORNMENTAL SUSTAINABILITY	3	**GLASS RECYCLING LINE ITEM INCREASE**	5,000	2,500	2,500
10	PLANNING/ENVIORNMENTAL SUSTAINABILITY	4	**RAIN HARVEST RAIN BARRELL PROGRAM**	5,600		5,600
10	POLICE	1	**POLICE OFFICER - CODE ENFORCEMENT**	106,728		106,728
10	POLICE	1	**POLICE OFFICER - CODE ENFORCEMENT - FLEET**	18,739		18,739
10	POLICE	1	**POLICE OFFICER - CODE ENFORCEMENT - ONGOING**	3,468		3,468
10	POLICE	1	**POLICE OFFICER - CODE ENFORCEMENT - ONE TIME**	9,575		9,575
10	POLICE	2	**SPECIAL VICTIMS DETECTIVE**	106,728	106,728	
10	POLICE	2	**SPECIAL VICTIMS DETECTIVE - FLEET**	18,739	18,739	
10	POLICE	2	**SPECIAL VICTIMS DETECTIVE - ONGOING**	3,468	3,468	
10	POLICE	2	**SPECIAL VICTIMS DETECTIVE - ONE TIME**	9,575	9,575	
10	POLICE	3	**REDACTION TECHNICIAN**	75,700	75,700	
10	POLICE	4	**UNIFORM ALLOWANCE INCREASE**	23,760		7,920
10	POLICE	5	**LEXIS NEXIS DORS & ECOMMERCE COLLISION REPORTS**	15,780		15,780
10	POLICE	6	**FIRST WATCH WELLNESS**	50,000		50,000
10	SENIOR CENTER	2	**SENIOR TRANSPORTATION**	10,000		10,000
10	SENIOR CENTER	2	**PROGRAM LINE ITEM INCREASE**	10,000		10,000
10	STREETS	1	**OVERTIME LINE ITEM INCREASE**	20,000		20,000
10	STREETS	2	**STREETS VEHICLE**	17,073		8,198
10	STREETS	4	**ENCLOSED TRAILER**	3,122		16,000
10	STREETS	5	**SIDE CAST BROOM**	12,406	12,406	
10	STREETS	7	**NEW EMPLOYEE**	81,585	81,585	
10	STREETS	8	**PLOW TRUCK & WING**	49,495	49,495	
10	STREETS		**LINE ITEM INCREASES**	4,800		4,800
11	CLASS C ROADS	1	**MAINTENANCE LINE ITEM INCREASE**	207,000		207,000
11	CLASS C ROADS	2	**SIGNAL DEVELOPMENT LINE ITEM INCREASE**	100,000		100,000
11	CLASS C ROADS	3	**FUTURE SITE PLAN LAND PURCHASE**	3,500,000		3,500,000
11	CLASS C ROADS	4	**STRIPING LINE ITEM INCREASE**	50,000		50,000
11	CLASS C ROADS	5	**STREET SIGN LINE ITEM INCREASE**	20,000		20,000
11	CLASS C ROADS	6	**EQUIPMENT RENTAL LINE ITEM INCREASE**	15,000		15,000
11	CLASS C ROADS	7	**SNOW REMOVAL & SALT LINE ITEM INCREASE**	8,000		8,000

2024 LEHI CITY BUDGET REQUESTS

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FUND	DEPARTMENT	PRIORITY	DESCRIPTION	REQUEST	UNFUNDED	FUNDED
11	CLASS C ROADS		**ROAD CONSTRUCTION PROJECTS**	1,800,000		1,800,000
21	LEGACY CENTER		**FINAL PAYMENT POOL LINER**	25,000		25,000
21	LEGACY CENTER	2	**LEISURE & LAP POOL CEILING PAINT**	80,000		80,000
21	LEGACY CENTER	3	**GYMNASIUM BLEACHER REPLACEMENT**	145,000		145,000
21	LEGACY CENTER	4	**LOCKER ROOM REPLACEMENT (MEN'S LOCKER ROOM)**	75,000		75,000
21	LEGACY CENTER	5	**ENGINEER BEAM REPAIR SOLUTION**	10,000		10,000
22	OUTDOOR POOL	1	**WATER SLIDES GEL COAT INTERIOR & PAINTED EXTERIOR**	65,000		65,000
32	STREETS/CAPITAL PROJECTS	3	**NUISANCE TREES - INCREASE**	75,000		75,000
32	STREETS/CAPITAL PROJECTS	6	**SIDEWALKS LINE ITEM INCREASE**	100,000		100,000
45	CDBG		**WEST SIDE OF 200 W - 600 NORTH TO 900 NORTH**	266,000		266,000
47	PARK IMPACT FEES	1	**PARKS & RECREATON MASTER PLAN**	325,000		325,000
47	PARK IMPACT FEES	2	**DESIGN FOR 2 PARKS (LAKE VIEW PARK & NORTH RIDGE PARK)**	190,000		190,000
47	PARK IMPACT FEES		**STEVE ROLL ROTARY PARK ADDITIONAL**	70,000		70,000
49	ROAD IMPACT FEES		**THANKSGIVING ROADS - DESIGN**	100,000		100,000
51	WATER/METER DEPT	1	**WATER OPERATOR 1,2,3,4**	96,445		96,445
51	WATER/METER DEPT	2	**LEAD OPERATOR**	10,000		10,000
51	WATER/METER DEPT	3	**FORD F150 PICKUP**	17,482		8,198
51	WATER/METER DEPT	3	**SKID STEER**	10,500	10,500	
51	WATER/SEWER	2	**ELECTRICIAN/INSTRUMENTATION TECHNICIAN**	122,035		122,035
51	WATER/SEWER	2	**ELECTRICIAN/INSTRUMENTATION TECHNICIAN - FLEET CHARGES**	18,383		18,383
51	WATER/SEWER	2	**ELECTRICIAN/INSTRUMENTATION TECHNICIAN - ONE TIME**	15,000		15,000
51	WATER/SEWER	3	**SCADA PROVIDER TRANSITION**	250,000		250,000
51	WATER		**FORD F350 MAINTAINER**	19,538		19,538
51	WATER/PI	4	**OPERATIONS LEAD OPERATOR**	12,200		12,200
51	WATER		**SYSTEM MAINTENANCE LINE ITEM INCREASE**	100,000		100,000
51	WATER	1	**PUBLIC WORKS CAMPUS IMPROVEMENTS PHASE I**	9,000,000	9,000,000	
51	WATER		**OVERTIME LINE ITEM INCREASE**	16,000		16,000
51	WATER		**PROFESSIONAL & TECHNICAL LINE ITEM INCREASE**	77,000		77,000
51	WATER		**BOOKS, SUBSCRIPTIONS & MEMBERSHIPS LINE ITEM INCREASE**	10,250		10,250
51	WATER		**CWP WATER MAINTENANCE INCREASE**	197,920		197,920
52	SEWER		**WASTEWATER OPERATOR**	91,945		91,945
52	SEWER		**WASTEWATER OPERATOR**	91,945		91,945
52	SEWER	2	**RETROFIT TV INSPECTION VAN**	185,000		185,000
52	SEWER	3	**FORD F350 MAINTAINER**	19,538	19,538	
53	POWER	1	**SAFETY LINE ITEM INCREASE**	7,000		7,000
53	POWER	6	**GENERATION TECHNICIAN**	132,558		132,558
53	POWER	6	**GENERATION TECHNICIAN - ONE TIME**	35,000		35,000
53	POWER	7	**DEPARTMENT VEHICLE**	8,355		8,355
53	POWER	8	**RESOURCE SCHEDULER**	52,750	52,750	
53	POWER	9	**BLUE STAKES TECHNICIAN SUPERVISOR**	106,410	106,410	
53	POWER	9	**BLUE STAKES TECHNICIAN SUPERVISOR - FLEET**	8,198	8,198	
53	POWER	9	**BLUE STAKES TECHNICIAN SUPERVISOR - ONE TIME**	12,000	12,000	
53	POWER	10	**INTERNAL GENERATION MAINTENANCE LINE ITEM INCREASE**	350,000		350,000
53	POWER	11	**TRAVEL & TRAINING LINE ITEM INCREASE**	20,000		20,000
53	POWER	12	**CIRCUIT 312 RE-CONDUCTOR FROM 400 E TO 700 E MAIN ST**	130,000		130,000

2024 LEHI CITY BUDGET REQUESTS

4/6/2023 14:09

FUND	DEPARTMENT	PRIORITY	DESCRIPTION	REQUEST	UNFUNDED	FUNDED
53	POWER	15	**SLURRY SEAL ON ASPHALT**	82,000	82,000	
53	POWER	16	**SWEEP FREQUENCY RESPONSE ANALYSIS (SFRA) TEST SET**	25,000		25,000
53	POWER	17	**ENCLOSED STORAGE BUILDING**	100,000	100,000	
73	POWER IMPACT FEES	2	**NEW SPRING CREEK 1012 CIRCUIT**	450,000		450,000
73	POWER IMPACT FEES	3	**850 E SPRING CREEK RANCH ROAD RE-BUILD**	150,000		150,000
73	POWER IMPACT FEES	4	**CIRCUIT 711 RE-CONDUCTOR**	400,000		400,000
73	POWER IMPACT FEES	5	**CIRCUIT 3322 4/0 - 477 RE-CONDUCTOR**	225,000		225,000
73	POWER IMPACT FEES	13	**CIRCUIT 612 RE-CONDUCTOR FROM PIONEER CROSSING TO 1300 S**	300,000		300,000
73	POWER IMPACT FEES	14	**TRAVERSE MTN CIRCUIT 7-21 RE-CONDUCTOR**	200,000		200,000
55	IRRIGATION		**OVERTIME LINE ITEM INCREASE**	15,000		15,000
55	IRRIGATION		**FORD F350 WITH SERVICE BODY**	18,383	18,383	
75	PI IMPACT FEES		**CEDAR HOLLOW WELL DESIGN**	20,000		20,000
75	PI IMPACT FEES		**SKYE RESERVOIR DESIGN**	50,000		50,000
57	STORM DRAIN	1	**600 NORTH DRY CREEK BOX CULVERT**	350,000		350,000
59	FIBER		**FIBER FUND LINE ITEM START UP COSTS**	299,054		299,054
59	FIBER	1	**FIBER INSPECTOR**	104,712		104,712
59	FIBER	1	**FIBER INSPECTOR - FLEET**	8,198		8,198
59	FIBER	1	**FIBER INSPECTOR - ONGOING**	3,450		3,450
59	FIBER	1	**FIBER INSPECTOR - ONE TIME**	8,895		8,895
59	FIBER	2	**FIBER INSPECTOR**	104,712		104,712
59	FIBER	2	**FIBER INSPECTOR - FLEET**	10,000		10,000
59	FIBER	2	**FIBER INSPECTOR - ONE TIME**	13,300		13,300
59	FIBER	4	**GIS FIBER INFRASTRUCTURE DOCUMENTATION SOFTWARE**	15,000		15,000
63	IT		**CROWDSTRIKE ANNUAL LICENSING**	80,000		80,000
63	IT	1	**IT TECHNICIAN I - FULL TIME**	85,000	85,000	
63	IT	2	**KASEYA LICENSING INCREASE**	8,000		8,000
63	IT	3	**COMPLIANCE MANAGER**	9,500		9,500
63	IT	4	**RUKUS AP REPLACEMENTS**	70,000		70,000
64	FLEET FUND		**ADDITIONAL FLEET VEHICLES - DEPARTMENT REQUESTS**	1,590,020		315,458
64	FLEET FUND		**REPLACEMENT VECHICLES**	3,087,477		1,294,559
64	FLEET FUND	1	**TOW TRUCK**	149,000	149,000	
64	FLEET FUND	2	**MECHANIC**	97,139	97,139	
64	FLEET FUND	3	**TIRE MACHINES**	47,059		47,059
64	FLEET FUND		**OPERATING EXPENSE LINE ITEM INCREASE**	200,375		200,375
65	RISK MANAGEMENT		**INSURANCE EXPENSE LINE ITEM INCREASE**	160,000		160,000
69	BUILDINGS	3	**WORKER I - NIGHT JANITORIAL**	79,660	79,660	
69	BUILDINGS	4	**FURNITURE FOR PARKS & BUILDINGS SHOP**	140,000		140,000
69	BUILDINGS	5	**SUPPLIES FOR CURTIS CENTER**	15,000		15,000
69	BUILDINGS		**OVERTIME LINE ITEM INCREASE**	5,000		5,000
69	BUILDINGS		**OFFICE SUPPLIES LINE ITEM INCREASE**	1,000		1,000
69	BUILDINGS		**REPAIRS LINE ITEM INCREASE**	5,000		5,000
69	BUILDINGS		**SUPPLIES & MAINTENANCE LINE ITEM INCREASE**	5,000		5,000
69	BUILDINGS		**BLDG BEAUTIFICATION EXPENSES LINE ITEM INCREASE**	5,000		5,000
				32,895,757	**11,118,788**	**18,238,980**

LEHI CITY CORPORATION

MAYOR'S RDA TENTATIVE BUDGET FY 2024



RDA MILL POND SUMMARY

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Property taxes	$ -	$ -	$ -	$ -	0%	-
Miscellaneous Revenue	-	-	-	-	0%	-
Reappropriation of Fund Balance	-	1,992,500	1,992,500	1,992,500	100%	-
Interest Income	2,615	7,500	7,500	7,500	0%	-
Total Revenues	$ 2,615	$ 2,000,000	$ 2,000,000	$ 2,000,000	100%	-
Expenses						
Millpond RDA engineering	$ -	$ -	$ -	$ -	0%	-
Millpond RDA streets	12,690	-	-	-	0%	-
Millpond RDA water	-	400,000	400,000	400,000	20%	-
Road/Pedestrian w/bridge to Meadows	-	1,300,000	1,300,000	1,300,000	65%	-
Millpond RDA Properties	21,350	300,000	300,000	300,000	15%	-
Reserves	-	-	-	-	0%	-
Total Expenses	$ 34,040	$ 2,000,000	$ 2,000,000	$ 2,000,000	100%	-
Surplus(Deficit)	**$ (31,425)**	**$ -**	**$ -**	**$ -**		

TI RDA

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Property Taxes	$ 8,012,408	$ 13,000,000	$ 13,000,000	$ 13,000,000	100%	$ -
Total Revenues	$ 8,012,408	$ 13,000,000	$ 13,000,000	$ 13,000,000	100%	$ -
Expenses						
Texas Instruments	$ 5,608,686	$ 9,100,000	$ 9,100,000	$ 9,100,000	70%	$ -
Lehi City	1,062,445	1,723,800	1,723,800	1,723,800	13%	-
Alpine School District	1,062,445	1,723,800	1,723,800	1,723,800	13%	-
Utah County	185,087	300,300	300,300	300,300	2%	-
TSSD	93,745	152,100	152,100	152,100	1%	-
Total Expenses	$ 8,012,408	$ 13,000,000	$ 13,000,000	$ 13,000,000	100%	$ -
Surplus(Deficit)	**$ (0)**	**$ -**	**$ -**	**$ -**		

CDA XACTWARE

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Property taxes	$ 374,288	$ 325,000	$ 325,000	$ 325,000	100%	$ -
Note proceeds	-	-	-	-	0%	-
Total Revenues	$ 374,288	$ 325,000	$ 325,000	$ 325,000	100%	$ -
Expenses						
EDA costs	$ -	$ -	$ -	$ -	0%	$ -
Taxing entities	363,059	315,250	315,250	315,250	97%	-
Administration	11,229	9,750	9,750	9,750	3%	-
Redevelopment expenditures	-	-	-	-	0%	-
Total Expenses	$ 374,288	$ 325,000	$ 325,000	$ 325,000	100%	$ -
Surplus(Deficit)	**$ -**	**$ -**	**$ -**	**$ -**		

EDA THANKSGIVING PARK

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Property taxes	$ 240,216	$ 300,000	$ 300,000	$ 300,000	100%	$ -
Interest Income	-	-	-	-	0%	-
Total Revenues	$ 240,216	$ 300,000	$ 300,000	$ 300,000	100%	$ -
Expenses						
EDA Administration Charges	$ 12,011	$ 15,000	$ 15,000	$ 15,000	5%	$ -
Thanksgiving Park	228,205	285,000	285,000	285,000	95%	-
Total Expenses	$ 240,216	$ 300,000	$ 300,000	$ 300,000	100%	$ -
Surplus(Deficit)	**$ -**	**$ -**	**$ -**	**$ -**		

EDA ADOBE

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Property taxes	$ 1,231,875	$ 675,000	$ 675,000	$ 675,000	100%	$ -
Total Revenues	$ 1,231,875	$ 675,000	$ 675,000	$ 675,000	100%	$ -
Expenses						
EDA costs	$ -	$ -	$ -	$ -	0%	$ -
Taxing entities	1,149,709	629,978	629,978	629,978	93%	-
Administration	82,166	45,022	45,022	45,022	7%	-
Redevelopment expenditures	-	-	-	-	0%	-
Total Expenses	$ 1,231,875	$ 675,000	$ 675,000	$ 675,000	100%	$ -
Surplus(Deficit)	**$ -**	**$ -**	**$ -**	**$ -**		

CDA OUTLETS AT TRAVERSE MOUNTAIN

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Sales Tax	$ 245,139	$ 820,000	$ 820,000	$ 820,000	69%	$ -
Property Taxes	191,155	375,000	375,000	375,000	31%	-
Total Revenues	$ 436,294	$ 1,195,000	$ 1,195,000	$ 1,195,000	100%	$ -
Expenses						
Sales tax reimbursement	$ -	$ 820,000	$ 820,000	$ 820,000	69%	$ -
Property tax reimbursement	-	375,000	375,000	375,000	31%	-
Total Expenses	$ -	$ 1,195,000	$ 1,195,000	$ 1,195,000	100%	$ -
Surplus(Deficit)	**$ 436,294**	**$ -**	**$ -**	**$ -**		

CDA MEADOW POINTE

ACCOUNT DESCRIPTION	ACTUAL FY 2022	ESTIMATED BUDGET FY 2023	DEPT REQ BUDGET FY 2024	FINAL BUDGET FY 2024	PERCENT OF TOTAL BUDGET	INCREASE (DECREASE) FY2023-FY2024
Revenues						
Property Taxes	$ 5,864	$ -	$ -	$ -	0%	$ -
Sales Taxes	101,313	-	100,000	100,000	100%	100,000
Total Revenues	$ 107,177	$ -	$ 100,000	$ 100,000	100%	$ 100,000
Expenses						
Sales tax reimbursement	$ -	$ -	$ -	$ -	0%	$ -
Reserves	-	-	100,000	100,000	100%	100,000
Property tax reimbursement	501,313	-	-	-	0%	-
Total Expenses	$ 501,313	$ -	$ 100,000	$ 100,000	100%	$ 100,000
Surplus(Deficit)	**$ (394,136)**	**$ -**	**$ -**	**$ -**		

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-26 taking formal action to pick up required employee contributions in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System.

Suggested Action:

Attachments:

Res 2023-26.docx

LEHI CITY

RESOLUTION NO. 2023-26

A RESOLUTION OF THE LEHI CITY COUNCIL TAKING FORMAL ACTION TO PICK UP REQUIRED EMPLOYEE CONTRIBUTIONS IN THE PUBLIC SAFETY AND FIREFIGHTER TIER I AND PUBLIC SAFETY AND FIREFIGHTER TIER II CONTRIBUTORY RETIREMENT SYSTEM

WHEREAS, Lehi City ("the City") employs employees who are eligible for and participate as members in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System administered by the Utah Retirement System;

WHEREAS, the City contributes to the Utah Retirement Contributory Retirement Plan as allowed, and in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, the City may take formal action to pick up required employee contributions, which will be paid by the City in lieu of employee contributions;

WHEREAS, on May 23, 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should ("pick up") required employee contributions in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System; 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 City formally agrees to fund ("pick up") 100% of the required member contribution for all eligible employees in the Public Safety and Firefighter Tier I and Public Safety and Firefighter Tier II Contributory Retirement System for the 2023-2024 Fiscal Year (effective July 1, 2023) according to the applicable Utah Retirement System Retirement Contribution Rates.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 23rd day of May, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-30 approving a first amendment tot he agreement between Lehi City and SIRQ Construction for the pre-construction and construction management/general contractor services for Station 84.

Suggested Action:

Attachments:

Res 2023-30.docx

Agreement-First Amendment to Fire Station 84 Preconstruction Services Agreement (SIRQ).pdf

LEHI CITY

RESOLUTION NO. 2023-30

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN LEHI CITY AND SIRQ CONSTRUCTION, INC. FOR PRE-CONSTRUCTION AND CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR SERVICES FOR STATION 84

WHEREAS, on or about September 1, 2022 the City and SIRQ Construction, Inc. ("Contractor") entered into an Agreement for Fire Station 84 Preconstruction and Construction Management/General Contractor Services ("Agreement") for the design and construction of Station 84;

WHEREAS, to better assure that the timeline for construction of the project is met, the parties desire to amend the Agreement to accelerate the timing of contractor's preconstruction services concerning locating and engaging the electrical contractor and the earthwork contractor;

WHEREAS, on May 23rd , 2023, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the First Amendment to the Agreement with SIRQ Construction Inc.; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

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

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 23rd day of May, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

FIRST AMENDMENT TO THE AGREEMENT FOR FIRE STATION 84 PRE-CONSTRUCTION AND CONTRACTION MANAGEMENT/GENERAL CONTRACTOR SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT FOR FIRE STATION 84 PRE-CONSTRUCTION AND CONTRACTION MANAGEMENT/GENERAL CONTRACTOR SERVICES (this "*Amendment*") is made effective the 17th of May 2023 by **Lehi City**, a Utah municipality whose address is 153 N 100 E Lehi, UT 84043 ("*City*"), and by **SIRQ CONSTRUCTION, INC.**, a Utah corporation whose address is 3900 North Traverse Mountain Blvd., Ste. 202, Lehi, UT 84043 ("*Contractor*"). In this Agreement, City and Contractor are each a "*party*" and collectively are the "*parties*."

R E C I T A L S:

A. On or about September 1, 2022 the parties entered into an Agreement for Fire Station 84 Preconstruction and Construction Management/General Contractor Services (the "*Agreement*") whereunder Contractor agreed to provide pre-construction and construction manager-general contractor services in connection with City's project (the "*Project*") as described in the Agreement.

B. To better assure that the timeline for construction of the Project is met, the parties desire to amend the Agreement to accelerate the timing of Contractor's preconstruction services concerning locating and engaging the electrical contractor and the earthwork contractor for the Project.

C. The parties now desire to amend the Agreement as provided in this Amendment.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Defined Terms**. Unless otherwise defined in this Amendment, all capitalized "terms of art" in this Amendment shall have the same meanings and definitions as in the Agreement.

Section 2. **Acceleration**. Notwithstanding anything in the Agreement to the contrary, City hereby authorizes Contractor to immediately proceed to locate and retain acceptable contractors for the electrical and earthwork aspects of the Project through commercially appropriate methods, including (a) issuance of formal RFPs requiring proposers to show their abilities, past projects, proposed team members, schedule, pricing, and other items critical to the Project; (b) scoring each proposer using a weighted matrix; (c) interviewing the highest-ranked proposers; etc. Once Contractor has completed its sorting process it shall make written recommendations to City for City's approval, which approval will be deemed to authorize Contractor to engage the approved contractors (the "*Approved Contractors*") for participation in the Project.

Section 3. **Direction to Spend Funds**. Although the selection process described in Section 2 above shall be part of Contractor's preconstruction services, a purpose of accelerating such selection is to cause the Approved Contractors to be engaged as soon as possible so that certain building materials for the Project which are in short supply and must be pre-ordered ("*Long Lead Items*") may be ordered as soon as possible. In that regard, Contractor shall cause $1,021,193 (one million twenty-one thousand one hundred ninety-three dollars) in Long Lead Items to be ordered (electrical) and earthwork to begin by the Approved Contractors. Cost Breakdown attached.

Section 4. **No Other Modifications**. Except as specifically amended in this Amendment, the terms of the Agreement shall remain unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

CONTRACTOR:

SIRQ CONSTRUCTION, INC., a Utah corporation

By: _____

Name: Bret M. Vargason

Its: Operations Manager

CITY:

Lehi City

ATTEST:

By:_____
Teisha Wilson, Recorder

By:_____
Mark Johnson, Mayor

Lehi City Fire Station #84

Electrical Single Line Scope

Trade Partner: GSL Electric

Amount: - $258,000

BASE BID SOV PRICING		SUBTOTAL
GEAR - MATERIAL	$	134,400.00
GEAR - LABOR	$	7,600.00
POWER FEEDERS	$	82,250.00
EQUIPMENT	$	7,750.00
GENERAL EXPENSES	$	5,000.00
OVERHEAD AND PROFIT	$	21,000.00
TOTAL	**$**	**258,000.00**

Work Scope:

INCLUSIONS: The Work shall include the following:

1. All conduits, wiring, switchgear, panelboards, generators, and grounding per the above drawing.

2. Excavation that pertains to electrical work only.

3. 350’ of primary conduit included to 3600 W Street. Location not shown.

4. Panel ‘L1A’ included as 225A. Single-line breaker and feeder size differ.

5. Panelboards included as filled with 1P20A breakers for pricing purposes. Panel schedules not shown.

6. Base bid includes all gear as shown on single-line. See clarifications for VE items.

7. Coordination and arc fault studies included.

8. Utility transformer vault.

9. Docking station and transfer switches.

10. 1 full tank of generator fuel included.

11. Aluminum bussing included in panelboards.

Lehi City Fire Station #84

Earthwork/Utilities Scope

Trade Partner: Sunroc/TBD

Amount: $553,138

Work Scope:

General Conditions/SWPPP	$177,260
Earthwork Site Control	$52,000
Earthwork/Demolition	$323,878
Structural Excavation	$63,944
Wet Utilities	$1,034,620
Asphalt Paving & Prep	$134,107
Total:	**$1,785,811**

Onsite Improvements	$1,250,067
Offsite Improvements	$535,747

Current Release Request:	**$553,138**

Clarifications

- **Does not include dewatering**
- **Does not include winter conditions**
- **Does not include Landscaping**
- **Does not include Site/Structural Concrete**
- **Does not include Permanent Site Fencing**

Lehi City Fire Station #84

Summary

Electrical Scope:	$258,000
Earthwork:	$553,138
SIRQ Markups (Pro-rated 8% of GMP)	
SIRQ General Conditions	$31,360
SIRQ General Liability	$2,855
P&P Bond	$91,645
Construction Contingency	$29,864
Design Contingency	$16,000
SIRQ Fee (3.9%)	$38,331
Total Release Request	**$1,021,193**

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-29 approving an agreement between Lehi City and Integrity Inspection Solutions for the 1100 West sewer pipe lining project.

Suggested Action:

Attachments:

Res 2023-29.docx

Agreement-1100 West Lining Service (Integrity Inspection Solutions).docx

2023 1100 West Sanitary Sewer Rehabilitation Project.pdf

LEHI CITY

RESOLUTION NO. 2023-29

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT BETWEEN LEHI CITY AND INTEGRITY INSPECTION SOLUTIONS, INC. FOR THE 1100 WEST SEWER PIPE LINING PROJECT

WHEREAS, Lehi City ("City") needs to line a sewer pipe on 100 West;

WHEREAS, Lehi City determined that Integrity Inspection Solutions, Inc.'s bid was the lowest responsive and responsible bid and awarded it the project;

WHEREAS, on May 23rd, 2023, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Agreement with Integrity Inspection Solutions, Inc.; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreement and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 23rd day of May, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

AGREEMENT FOR 1100 WEST SEWER PIPE LINING PROJECT

THIS AGREEMENT FOR THE 1100 WEST PIPE LINING PROJECT ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Integrity Inspection Solutions, whose principal place of business is located at 4419 Challenger Way, Caldwell, Idaho 83605 ("Contractor").

WHEREAS, City desires to contract for the Lining of 12" concrete pipe from 900 north to 300 north and 15" concrete pipe from 300 north to 300 south on 1100 west and various other items as described as part of the bid process (the "Work"); and

WHEREAS, City issued a bid and Contractor submitted a response to the bid which City determined to be the lowest responsive and most responsible bid and the City desires to contract with Contractor to perform the Work;

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

1. Scope of Work. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the Work as described in the bid and Contractor's response to the bid both attached hereto as Exhibit A, and referred to as the "Contract Documents" and by this reference are incorporated herein and made a part of this Agreement.

2. Term. The Work shall commence on the Effective Date and shall be completed no later than June 30th, 2023.

3. Payment. City shall pay Contractor $445,600.00 which price shall not be exceeded without prior written as described in this agreement.

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

5. Withholding Payment for Defective Performance. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by

Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.

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

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

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

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

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

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

Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. Taxes.

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

8. Indemnification and Insurance.

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

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

8.3 Contractor, at its own expense, shall maintain General Liability Insurance: Commercial General Liability insurance written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products

liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than $3,000,000 per occurrence and $3,000,000 aggregate, with the contractor naming the City as Additional Insured for ongoing and completed operations, on a primary and non-contributory basis, with rights of subrogation against the city waived.

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

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

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

9. Performance and Warranty Bonds or Letters of Credit.

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

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

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

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

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

(A) complies with this Agreement; and

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

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

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

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

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

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

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

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

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

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

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

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

13. Notice.

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

To the City:	To Contractor:
Lehi City Corporation	Integrity Inspection Solutions, Inc.
Attn: Weston Winters	Attn: John Raymond
2538 North 300 West	4419 Challenger Way
Lehi, Utah 84043	Caldwell, Idaho 83605

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

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

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

by law or in equity.

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

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

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

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

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

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

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

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

Dated the _____ day of _____, 2023.

Integrity Inspection Solutions Inc.

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

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

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

The Work includes the lining of approximately 2600 feet of 12" concrete pipe from 900 north to 300 north and approximately 2600 feet of 15" concrete pipe from 300 north to 300 south on 1100 west.

Reinstatement of all affected sewer lateral services, Notification of all residents 48 hours prior to project progress, Traffic control plan approved by Lehi City Streets dept, provide all bypass as needed, perform the work as per Lehi City standards and in a safe manner.

Site restoration, all other work required for a complete project and functional sewer laterals and mainline.

EXHIBIT B – Performance Bond and Payment Bond

EXHIBIT C – Warrant Bond

PROPOSAL

Integrity Inspection Solutions, Inc.

Cell: 208-960-2883
Office: 208442-4470
Fax: 844-351-6902

4419 Challenger Way Caldwell ID
integrity@iispipeline.com

CUSTOMER

Lehi City

DATE

4/6/2023

ADDRESS

2538 North 300 West
Lehi UT 84043

PHONE

801-836-1040

E-MAIL

wwinters@lehi-ut.gov

SALESPERSON

John Raymond

PROJECT

2023 Sanitary Sewer Rehabilitation Project

PREPARED BY:

Richard Mason

ATTENTION

Weston Winters

PAYMENT TERMS

Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2600	Installation of 12" UV CIPP Liner - Includes Lateral Reinstatements	$72.00	**$187,200.00**
2600	Installation of 15" UV CIPP Liner - Include Lateral Reinstatements	$77.00	**$200,200.00**
1	Mobilization - Perdiem and Lodging	$25,000.00	**$25,000.00**
5200	Pre CIPP Cleaning and Inspection - Pipe Prep	$2.25	**$11,700.00**
			$0.00
	Note: IIS will provide NASSCO inspection and paper deliverable or data and video via a web link. We also can review the inspection and give reccomendations for repairs.		**$0.00**
			$0.00
1	Traffic Control and Permitting - Entire Project	$10,000.00	**$10,000.00**
1	Sewer Bypass Pumping/Temporary Flow Control	$6,500.00	**$6,500.00**
1	Notification to all residents affected by project. 24 hours minimum. 48 hours preferred.	$5,000.00	**$5,000.00**
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		TOTA L	**$445,600.00**

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Owner must provide clear access to the upstream and downstream manholes. • Integrity Inspection Solutions is not responsible for any Traffic Control, Bypass Pumping or Permitting unless otherwise stated in the proposal portion of this document.

Date

Sign Below to Accept Quote:

Authorized Rep

Public Works Contractors License Number 036543-C-4

Thank You For You Business

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-31 approving and agreement between Lehi City and All Star Striping for road striping services.

Suggested Action:

Attachments:

Res 2023-31.docx

Agreement-Street Striping (All Star).docx

RESOLUTION NO. 2023-31

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT BETWEEN LEHI CITY AND ALL STAR STRIPING, LLC FOR ROAD STRIPING SERVICES

WHEREAS, Lehi City ("City") needs to have paint striping services performed on various Lehi City streets;

WHEREAS, Lehi City issued RFP 2023-05 and awarded the project to All Star Striping LLC to perform the work;

WHEREAS, on May 23rd, 2023, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Agreement with All Star Striping LLC; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the agreement and take all other such action as is necessary to make them effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 23rd day of May, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

AGREEMENT FOR STREET STRIPING

THIS AGREEMENT FOR STRIPING ("Agreement") is made and entered into and effective as of the date the last party signs below ("Effective Date") by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and ALL STAR STRIPING LLC, whose principal place of business is located at 1255 West 2550 S. Suite B, P.O. Box 3225 Ogden, UT 84409 ("Contractor").

WHEREAS, City desires to contract for paint striping and stencil street marking of various streets; (the "Work"); and

WHEREAS, City issued RFP 2023-05 to identify firms and companies which would best serve the needs of the City to perform such services; and

WHEREAS, Contractor submitted a response to RFP 2023-05 which the City determined was the lowest responsive and responsible response and the City now desires to contract with it to perform the work specified in the RFP and Contractor's response to the RFP;

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

1. Agreement. City hereby hires Contractor and Contractor agrees to be bound to the City to provide the Work as described in RFP 2023-05 and Contractor's Response to RFP 2023-05 both attached hereto as Exhibit A and both of which are referred to as the "Contract Documents" and by this reference incorporated herein and made a part hereof.

2. Term. This Agreement shall begin immediately upon signing and shall be for a term of two (2) years. This Agreement may be renewed for up to two (2) additional years at the City's option.

3. Payment. City shall pay contractor the amounts for work actually performed at the quantities and per unit price as stated in the Bid Summary Sheet in Exhibit B, not to exceed Two Hundred Fifty thousand dollars ($250,000) in any calendar year. Paint price increases must be approved by the Public Works Director.

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

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

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

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

   6.4 If the Lehi City Council decides not to appropriate a sufficient amount of resources

to fund the consideration payment, this Agreement shall be void. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the Payment.

7. Taxes.

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

7.2 The City is exempt from the payment of any Federal excise or any Utah sales tax (State of Utah Sales Tax Exemption Number: Q41296). Such taxes will not apply to the City, unless otherwise noted in writing by the City. Any price listed by Contractor on a purchase order, or equivalent, must be net, exclusive of taxes. However, when under established trade practices, any Federal excise tax is included in the list price, Contractor may quote the list price and shall show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted from any payments made by the City.

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 The City shall indemnify and hold harmless Contractor, its subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs, liabilities, including reasonable attorney's fees and expenses, arising from or related to the actions of the City with respect to the subject matter of this Agreement.

8.3 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.

8.4 Contractor, at its own expense, shall maintain comprehensive general liability insurance in amounts including $3,000,000 per occurrence.

8.5 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.

8.6 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.

8.7 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. [left intentionally blank]

10. Representations and Warranties.

10.1 Each party represents that:

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

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

10.2 Contractor represents and warrants that:

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

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

10.2.3. Contractor shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Work of a similar and comparable nature, and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workman-like manner. Contractor shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from,

its duties and obligations contemplated by this Agreement, without the prior written consent of the City

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

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

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

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

13. Notice.

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

To the City:	To Contractor:
Lehi City Corporation	All Star Striping
Attn: [insert city contact]	Attn: [insert contact]
153 North 100 EAST	1255 West 2550 S. STE. B
Lehi, Utah 84043	Ogden, Utah 84409

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

14. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be

entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.

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

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

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

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

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

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

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

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

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

[*signature page follows*]

Dated the _____ day of _____, 2023.

All Star Striping LLC

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

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

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2023.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha, Wilson, City Recorder

EXHIBIT A – CONTRACT DOCUMENTS

- RFP No. 2023-05

EXHIBIT B

LETTER OF TRANSMITTAL AND BID SUMMARY SHEET

- Bid Sheet

		30	25	10	25	10	100
		30%	25%	10%	25%	10%	100%
Option	Cost		Reputation & Past Performance	Timeline	Experience	Fit/Vision	Score
All Star Striping	90		97.5	90	96.25	96.25	94
Done Rite Lines LLC	100		86.25	85	91.25	90	92
Peck Striping, Inc	75		91.25	87.5	95	93.75	87
Roadsafe Traffic Systems, In	85		90	87.5	93.75	91.25	89
Notes:							

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-27 approving an Option and Lease Agreement with New Cingular Wireless located at the Legacy Center.

Suggested Action:

Attachments:

Res 2023-27.docx

Memoradum of Lease-AT&T Option and Lease Agreement (Legacy Center).docx

Agreement-Roof Antenna Option and Lease (AT&T Legacy Center).docx

LEHI DT - UTL04204 - Lease Exhibit C.pdf

LEHI CITY

RESOLUTION NO. 2023-27

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

WHEREAS, the City owns and operates a community recreation center located in Lehi at 123 North Center St., Lehi, Utah, known as the Legacy Center ("Property");

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

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

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

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

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 23rd day of May, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Lease Administration Team
7670 S Chester St
Englewood, CO 80112

(Space Above This Line For Recorder's Use Only)

APN (Tax Id.): 01:045:0001

Cell Site #: UTL04204
Cell Site Name: LEHI_DT
Fixed Asset #: 15794970
State: UTAH
County: UTAH

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2023, by and between Lehi City Corporation, a municipal corporation and political subdivision of the State of Utah, having its principal offices located at 153 North 100 East, Lehi, Utah 84043 (the "City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "PROVIDER").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the ____ day of _____, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the effective date of written notification by PROVIDER to City of PROVIDER's exercise of the Option ("Commencement Date"). The Agreement shall be automatically renewed for four (4) additional terms of five (5) years each.

3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LEHI CITY CORPORATION

By: _____
Print Name: Mark Johnson
Its: Mayor
Date: _____

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Becky John-Haney
Its: Area Manager, Real Estate and Construction
Date: _____

PROVIDER ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the tenant.

_____
Notary Public: _____
My Commission Expires: _____

LEHI CITY ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the landlord for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires:

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of Lease dated _____, 2023, by and between Lehi City Corporation, a municipal corporation and political subdivision of the State of Utah, and New Cingular Wireless PCS, LLC, a Delaware limited liability company.

Legal Description of the "Property":

The Land is described as follows:
All of Block 49, Plat "A", Lehi City of Survey of Building Lots.

Legal Description of the "Premises":

LEASE SITE DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 148.29 FEET AND SOUTH 49.14 FEET TO THE POINT OF BEGINNING; RUNNING THENCE SOUTH 15.00 FEET; THENCE WEST 15.00 FEET; THENCE NORTH 15.00 FEET; THENCE EAST 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 225.00 SQUARE FEET.

ACCESS & UTILITY EASEMENT 1 DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 23.59 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE EASTERLY ALONG SAID LINE, A DISTANCE OF 70.38 FEET; THENCE S.01°35'55"E., A DISTANCE OF 4.81 FEET; THENCE S.88°22'47"W., A DISTANCE OF 29.33 FEET; THENCE S.00°13'04"E., A DISTANCE OF 10.38 FEET; THENCE S.88°34'51"W., A DISTANCE OF 40.80 FEET; THENCE N.01°36'36"W., A DISTANCE OF 15.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 761.53 SQUARE FEET MORE OR LESS.

ACCESS & UTILITY EASEMENT 2 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 55.52 FEET; THENCE SOUTH 15.18 FEET TO THE POINT OF BEGINNING;

RUNNING THENCE SOUTH 38.87 FEET; THENCE EAST 77.73 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 3 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 89.57 FEET; THENCE SOUTH 4.82 FEET TO THE POINT OF BEGINNING;

RUNNING THENCE SOUTH 50°10'45" EAST 66.66 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 4 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE SITE; RUNNING THENCE WEST 150.87 FEET AND NORTH 34.65 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 5 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF THE PROPOSED LEASE SITE; RUNNING THENCE SOUTH 22°51'28" EAST 137.99 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 6 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPOSED LEASE SITE; NORTH 54°31'29" EAST 54.35 FEET TO THE POINT OF TERMINUS.

Cell Site #: UTL04204
Cell Site Name: LEHI_DT
Fixed Asset #: 15794970
State: UTAH
County: UTAH

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("Agreement") is executed in duplicate this _____ day of _____, 2023 ("Effective Date"), by and between the **Lehi City Corporation, a municipal corporation and political subdivision of the State of Utah**, with its principal offices located at 153 North 100 East, Lehi, Utah 84043 (the "City"), and **New Cingular Wireless PCS, LLC, a Delaware limited liability company,** having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "PROVIDER").

RECITALS

WHEREAS, the City owns real property improved with a building ("Building") located at 123 North Center St., Lehi, County of Utah, State of Utah 84043 (collectively, the "Property"), the legal description for which is attached hereto at **Exhibit "A"**; and

WHEREAS, the City operates a community recreation center on the Property; and

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

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

COVENANTS

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

1. **Option; Term.**

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

other.

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

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

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

2.2. **Construction.** The design of PROVIDER's facilities, antennas and equipment are depicted in **Exhibit "C"** which is attached hereto and by reference is made a part hereof. Any other construction on the Premises must be approved in writing by the City, which approval shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, PROVIDER shall have the right, without City's consent, to upgrade its facilities and equipment on the Premises, including but not limited to addition of antennas and equipment to the Premises; provided that said upgrades and additions do not materially change the nature of PROVIDER's use of the Premises, and PROVIDER is in compliance with Section 3.1.2.

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

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

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

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

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

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

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

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

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

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

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

	RENTAL RATE
YEAR 1	**$30,000.00**
4% INCREASE	$1,200.00
YEAR 2	**$31,200.00**
4% INCREASE	$1,248.00
YEAR 3	**$32,448.00**
4% INCREASE	$1,297.92
YEAR 4	**$33,745.92**
4% INCREASE	$1,349.84
YEAR 5	**$35,095.76**
4% INCREASE	$1,403.83
YEAR 6	**$36,499.59**
4% INCREASE	$1,459.98
YEAR 7	**$37,959.57**

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

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

then be adjusted as determined by the independent appraiser's finding of fair market value.

4. **Ownership of Facilities.** PROVIDER shall own any and all facilities installed on the Premises by PROVIDER. At the expiration of the twenty-five (25) year lease term, if PROVIDER desires to continue to lease the Premise, the City and PROVIDER may agree to extend this Agreement for an additional term or may agree to negotiate a new lease with terms and conditions acceptable to both parties. If this Agreement is terminated by PROVIDER as provided under Section 10, or if the parties do not agree to extend this Agreement or negotiate a new lease at the expiration of the twenty-five (25) year lease term, PROVIDER shall remove any and all facilities, structures, fixtures and other property owned by PROVIDER from the Premises at PROVIDER's sole expense. PROVIDER shall also restore the Premises to the condition that existed before installation of the facilities, reasonable wear and tear excepted.

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

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

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

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

Lehi City
153 East 100 North
Lehi, Utah 84043

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

If to PROVIDER: New Cingular Wireless PCS, LLC
ATTN: Network Real Estate Administration

RE: Cell Site #: UTL04204; Cell Site Name: LEHI DT (**UT**)
Fixed Asset #: 15794970
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
ATTN: Legal Dept – Network Operations
RE: Cell Site #: UTL04204; Cell Site Name: LEHI DT (**UT**)
Fixed Asset #: 15794970
208 S. Akard Street
Dallas, TX 75202-4206

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

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

8. **Interference.**

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

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

8.3 Except as may be necessary in the case of an emergency, City will not, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with PROVIDER's communication facility, the operations of PROVIDER or the rights of

PROVIDER under this Agreement. City will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from PROVIDER. In the event any such interference does not cease within the aforementioned cure period, City shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

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

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

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

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

12. **General Indemnification.** PROVIDER shall indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), in connection with a third party claim arising out of or resulting from the activities of PROVIDER, or any employee, agent, contractor or representative of PROVIDER under this Agreement, except to the extent attributable to the negligent or

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

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

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

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

16. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.4.6.2. Terminating this Agreement.

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

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

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

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

18. **General Provisions**.

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

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

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

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

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

drafting party.

18.6. **Amendments.** This Agreement may be modified or amended by written Agreement only. No oral modifications or amendments shall be effective.

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

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

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

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

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

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

18.13 **Counterparts.** This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by City and PROVIDER. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

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

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

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

21. **Warranties.**

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

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

LEHI CITY CORPORATION

By:_____
Mark Johnson, Mayor
Date:_____

ATTEST:

_____
Teisha Wilson, City Recorder

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

By: AT&T Mobility Corporation
Its: Manager

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

STATE OF _____)
:ss
COUNTY OF _____)

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

_____ [SEAL]
NOTARY PUBLIC

EXHIBIT “A”

Legal Description of the “Property”:

The Land is described as follows:
All of Block 49, Plat "A", Lehi City of Survey of Building Lots; in the County of Utah, State of Utah.

Legal Description of the “Premises”:

LEASE SITE DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 148.29 FEET AND SOUTH 49.14 FEET TO THE POINT OF BEGINNING; RUNNING THENCE SOUTH 15.00 FEET; THENCE WEST 15.00 FEET; THENCE NORTH 15.00 FEET; THENCE EAST 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 225.00 SQUARE FEET.

ACCESS & UTILITY EASEMENT 1 DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 23.59 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE EASTERLY ALONG SAID LINE, A DISTANCE OF 70.38 FEET; THENCE S.01°35'55"E., A DISTANCE OF 4.81 FEET; THENCE S.88°22'47"W., A DISTANCE OF 29.33 FEET; THENCE S.00°13'04"E., A DISTANCE OF 10.38 FEET; THENCE S.88°34'51"W., A DISTANCE OF 40.80 FEET; THENCE N.01°36'36"W., A DISTANCE OF 15.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 761.53 SQUARE FEET MORE OR LESS.

ACCESS & UTILITY EASEMENT 2 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 55.52 FEET; THENCE SOUTH 15.18 FEET TO THE POINT OF BEGINNING;

RUNNING THENCE SOUTH 38.87 FEET; THENCE EAST 77.73 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 3 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 89.57 FEET; THENCE SOUTH 4.82 FEET TO THE POINT OF BEGINNING;

RUNNING THENCE SOUTH 50°10'45" EAST 66.66 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 4 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE SITE; RUNNING THENCE WEST 150.87 FEET AND NORTH 34.65 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 5 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF THE PROPOSED LEASE SITE; RUNNING THENCE SOUTH 22°51'28" EAST 137.99 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 6 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPOSED LEASE SITE; NORTH 54°31'29" EAST 54.35 FEET TO THE POINT OF TERMINUS.

Exhibit "B"

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

[to be inserted by City]

EXHIBIT "C"
PROVIDER'S Construction Plans and Specification

(to be attached hereto)

PROJECT TEAM

APPLICANT:	
COMPANY:	AT&T
ADDRESS:	7670 S CHESTER ST.
CITY, STATE, ZIP:	CENTENNIAL, CO 80112
CONTACT:	BECKY JOHN-HANEY
PHONE:	720.480.6429
EMAIL	BJ739H@ATT.COM
PROJECT MANAGEMENT:	
COMPANY:	AT&T
ADDRESS:	7670 S. CHESTER ST.
CITY, STATE, ZIP:	CENTENNIAL, CO 80112
CONTACT:	JAN ROBINETTE
PHONE:	801.201.4173
EMAIL	JR102N@ATT.COM
SITE ACQUISITION:	
COMPANY:	SMARTLINK LLC
ADDRESS:	1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
CITY, STATE, ZIP:	ANNAPOLIS, MD 21401
CONTACT:	TOM WALKER
PHONE:	303-868-6866
EMAIL	TOM.WALKER@SMARTLINKGROUP.COM
RF ENGINEER:	
COMPANY:	AT&T
ADDRESS:	2890 S 25TH EAST
CITY, STATE, ZIP:	IDAHO FALLS, IDAHO 83404
CONTACT:	EK GOVITVIWAT
PHONE:	385-439-9998
EMAIL	PG6899@ATT.COM
CONSTRUCTION MANAGER:	
COMPANY:	AT&T
ADDRESS:	7670 S CHESTER ST.
CITY, STATE, ZIP:	CENTENNIAL, CO 80112
CONTACT:	ROB ACOSTA
PHONE:	847.271.3072
EMAIL	RA8279@ATT.COM
A&E:	
COMPANY:	TOTAL SITE SERVICES
ADDRESS:	671 TECHNOLOGY CIRCLE
CITY, STATE, ZIP:	WINDSOR, CO 80550
CONTACT:	BRIAN HORTON
PHONE:	301.842.4263
EMAIL	BHORTON@TOTALSITESERVICESINC.COM

PROJECT INFORMATION

SITE ADDRESS:	123 N. CENTER STREET LEHI, UT 84043
STRUCTURE TYPE:	33'-0" ROOFTOP
SITE TYPE:	EXISTING ROOFTOP
LATITUDE (NAD 83):	40° 23' 23.78" N | 40.38993889°
LONGITUDE (NAD 83):	111° 51' 00.69" W | 111.85019167°
GROUND ELEVATION:	±4595.22' (AMSL)
PROPERTY OWNER:	LEHI CITY CORPORATION 51 N. CENTER STREET LEHI, UT 84043
CONTACT:	STEVE MARCHBANKS / (385) 201-1000
PARCEL NUMBER (APN):	01-045-0001
OCCUPANCY GROUP:	U-UTILITY (UNMANNED WCF)
COUNTY:	UTAH COUNTY
ZONING/JURISDICTION:	CITY OF LEHI
CURRENT ZONING:	PF
ZONING DESIGNATION:	PUBLIC FACILITIES
AT&T GROUND LEASE AREA:	667.5 SQ. FT.
PROPOSED USE:	UNMANNED TELECOMMUNICATIONS FACILITY
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

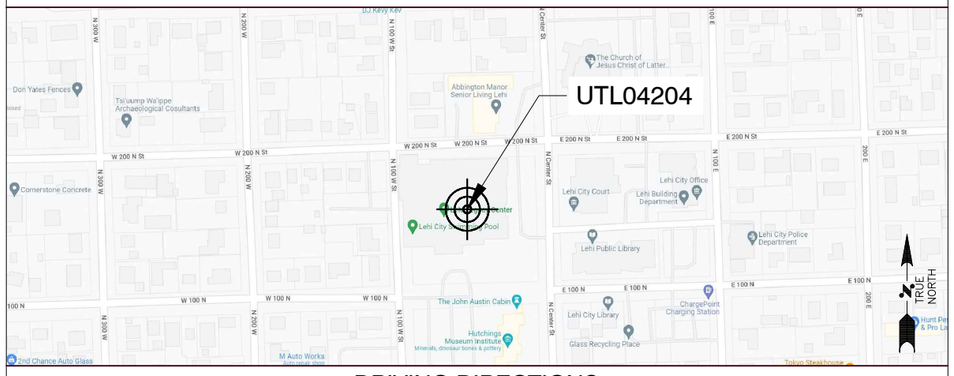
811 Know what's below. Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN UTAH, CALL BLUE STAKES OF UTAH
TOLL FREE: 1-800-662-4111 OR www.bluestakes.org
UTAH STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE

AT&T

PROJECT: AT&T NEW BUILD
SITE #: UTL04204
SITE NAME: LEHI DT
FA#: 15794970
USID: 320709
PACE #: MRUTH051103
ORACLE PTN #: 3752A13FCR
SITE ADDRESS: 123 N. CENTER STREET
LEHI, UT 84043
JURISDICTION: CITY OF LEHI

VICINITY MAP



DRIVING DIRECTIONS

FROM SALT LAKE CITY INTERNATIONAL AIRPORT, W TERMINAL DR, SALT LAKE CITY, UT 84122:

HEAD NORTHEAST ON N TERMINAL DR. TAKE THE RAMP ONTO TERMINAL DR. MERGE ONTO I-80 E. TAKE EXIT 12 TO MERGE ONTO I-15 S TOWARD LAS VEGAS. TAKE EXIT 282 TOWARD 282/I-85. TURN RIGHT ONTO N CENTER ST. TURN RIGHT ONTO W 200 N ST.

BUILDING CODES

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES.

BUILDING CODE: INTERNATIONAL BUILDING CODE 2018
ELECTRICAL CODE: INTERNATIONAL MECHANICAL CODE 2018
NATIONAL ELECTRICAL CODE 2014
LIGHTNING PROTECTION CODE: NFPA 780 - 2000, LIGHTNING PROTECTION CODE

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES:
TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT
IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")
TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS
TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS
ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

APPROVALS

AT&T (RF): _____ DATE: _____

AT&T(CONST): _____ DATE: _____

AT&T(SAM): _____ DATE: _____

PROPERTY OWNER: _____ DATE: _____

PROJECT SCOPE

☒ 1C ☒ 3C ☒ 5C ☐ 4T4R ☐ 2ND RRH ADD

☒ 2C ☒ 4C ☐ 6C ☐ RRH SWAP

RFDS ID: 5260946

PROJECT DESCRIPTION

THIS PROJECT WILL BE COMPRISED OF:

EXISTING 33'-0" ROOFTOP SCOPE OF WORK:

- PROPOSED (6) ANTENNAS (2 PER SECTOR)
- PROPOSED (9) RRH'S (3 PER SECTOR)
- PROPOSED (3) ANTENNA MOUNTS (1 PER SECTOR)
- PROPOSED (3) RAYCAP SURGE SUPPRESSORS (1 PER SECTOR)
- PROPOSED (3) FIBER LINES (1 PER SECTOR)
- PROPOSED (6) DC POWER LINES (2 PER SECTOR)
- PROPOSED AT&T 9' X 15'-6" EQUIPMENT LEASE AREA
- PROPOSED (1) AT&T STEEL EQUIPMENT PLATFORM
- PROPOSED (1) 2-BAY WUC CABINET
- PROPOSED (1) AT&T BATTERY CABINET
- PROPOSED ROOFTOP CABLE TRAY

SHEET INDEX

SHEET	DESCRIPTION	REVISION
T-1	TITLE SHEET	0
GN-1	GENERAL NOTES	0
LS-1	SITE SURVEY	0
A-1	SITE PLAN	0
A-2	ENLARGED SITE PLAN	0
A-3	EQUIPMENT LAYOUT	0
A-4	PROPOSED ANTENNA LAYOUT	0
A-5	ANTENNA LAYOUT AND SCHEDULE	0
A-6	BUILDING ELEVATION	0
D-7	TABLES AND SLED MOUNT DETAILS	0
D-8	CABINET AND TRANSFORMER DETAILS	0
D-9	ANTENNA AND RRHS DETAILS	0
D-10	DETAILS	0
D-11	DETAILS	0
D-12	DETAILS	0
E-1	UTILITY PLAN AND ELECTRICAL PLAN	0
E-2	SINGLE LINE DIAGRAM, AC PANEL, FAULT CALCULATIONS	0
G-1	GROUNDING PLAN	0
G-2	GROUNDING DETAILS	0
G-3	GROUNDING DETAILS	0

AT&T
161 INVERNESS DRIVE W, 2ND FLOOR
ENGLEWOOD, CO 80112

smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401

TOTAL SITE SERVICES
671 TECHNOLOGY CIRCLE
WINDSOR, CO 80550

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.

SUBMITTALS

REV	DATE	DESCRIPTION	BY
0	02/07/23	100% CD	IJ

PROFESSIONAL ENGINEER
No. 10955769
ESRA HASANBAS PERSELLIN
STATE OF UTAH

SITE INFORMATION

SITE NAME:
LEHI DT

LTE 1C, 2C, 3C, 4C, 5C

SITE ID: UTL04204

FA#: 15794970

SITE ADDRESS:
123 N. CENTER STREET
LEHI, UT 84043

UTAH COUNTY

SHEET DESCRIPTION

TITLE SHEET

SHEET NO.

T-1

LEASE SITE DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 148.29 FEET AND SOUTH 49.14 FEET TO THE POINT OF BEGINNING;
RUNNING THENCE SOUTH 15.00 FEET; THENCE WEST 15.00 FEET; THENCE NORTH 15.00 FEET; THENCE EAST 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 225.00 SQUARE FEET.

ACCESS & UTILITY EASEMENT 1 DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 23.59 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE EASTERLY ALONG SAID LINE, A DISTANCE OF 70.38 FEET; THENCE S.01°35'55"E., A DISTANCE OF 4.81 FEET; THENCE S.88°22'47"W., A DISTANCE OF 29.33 FEET; THENCE S.00°13'04"E., A DISTANCE OF 10.38 FEET; THENCE S.88°34'51"W., A DISTANCE OF 40.80 FEET; THENCE N.01°36'36"W., A DISTANCE OF 15.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 761.53 SQUARE FEET MORE OR LESS.

ACCESS & UTILITY EASEMENT 2 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 55.52 FEET; THENCE SOUTH 15.18 FEET TO THE POINT OF BEGINNING;

RUNNING THENCE SOUTH 38.87 FEET; THENCE EAST 77.73 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 3 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 49, PLAT "A", LEHI CITY SURVEY; THENCE N.88°24'05"E., A DISTANCE OF 89.57 FEET; THENCE SOUTH 4.82 FEET TO THE POINT OF BEGINNING;

RUNNING THENCE SOUTH 50°10'45" EAST 66.66 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 4 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE SITE; RUNNING THENCE WEST 150.87 FEET AND NORTH 34.65 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 5 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF THE PROPOSED LEASE SITE; RUNNING THENCE SOUTH 22°51'28" EAST 137.99 FEET TO THE POINT OF TERMINUS.

ACCESS & UTILITY EASEMENT 6 DESCRIPTION

AN EASEMENT, 6.00 FEET IN WIDTH, BEING 3.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPOSED LEASE SITE; NORTH 54°31'29" EAST 54.35 FEET TO THE POINT OF TERMINUS.

UTILITY NOTE:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM SURFACE FIELD OBSERVATIONS ONLY. THE SURVEYOR MAKES NO WARRANTIES OR GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR DOES NOT WARRANT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THEY ARE LOCATED AS ACCURATELY AS REASONABLY EXPECTED FROM THE INFORMATION DESCRIBED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND POSITION OF THE UTILITIES. (POT HOLING TO OBTAIN HORIZONTAL AND VERTICAL POSITIONS AND PIPE SIZES WAS NOT PERFORMED). THE SURVEYOR DID NOT ENTER ANY CONFINED SPACES OR CONTACT DIG LINE FOR UTILITY MARK OUTS.

SURVEY NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED BY GPS TECHNIQUES, PROJECTED TO THE UTAH STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM, CENTRAL ZONE. ALL BEARINGS SHOWN ARE ON GRID AZIMUTH AND ALL DISTANCES SHOWN ARE AT GROUND. REFER TO THE DRAWING FOR THE SPECIFIC LINE AND MONUMENTS USED.

2. THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)(GEOID12B) IS EXPRESSED IN U.S. SURVEY FEET.

3. THE SURVEY ACCURACY MEETS A LINEAR ANGULAR CLOSURE OF 1:5000.

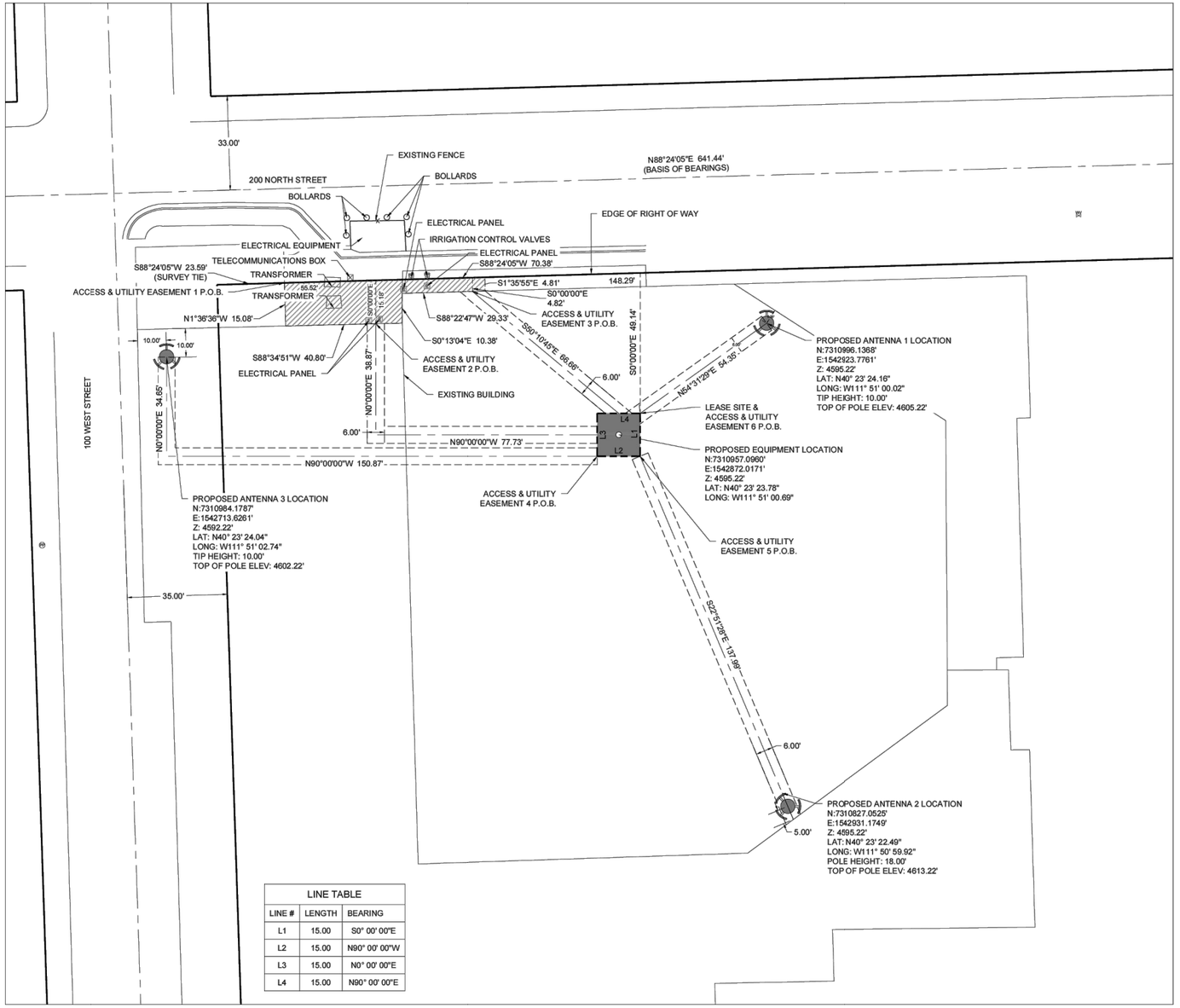
SURVEYOR'S CERTIFICATE

I, WILLIS D. LONG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NUMBER 10708886, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE DIRECTLY SUPERVISED A SURVEY OF THE PARCEL(S) OF LAND REPRESENTED HEREON.

SIGNED THIS 2ND DAY OF DECEMBER, 2022.

LICENSED PROFESSIONAL SURVEYOR — STATE OF UTAH
12/2/2022
WILLIS D. LONG
10708886

LEASE SITE & UTILITY ACCESS EASEMENT OVERVIEW



LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.00	S0° 00' 00"E
L2	15.00	N90° 00' 00"W
L3	15.00	N0° 00' 00"E
L4	15.00	N90° 00' 00"E

LEGEND

- UTAH COUNTY MONUMENT AS NOTED
- PROPERTY CORNER AS DESCRIBED
- BOUNDARY
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE

N

0' 10' 20' 40' 60'
Scale In Feet
1" = 20'

PROJECT ADDRESS:
123 NORTH CENTER STREET,
LEHI, UTAH

FIELD SURVEY DATE: 7/22/2022

LEASE SITE SURVEY
NSB-UT.LEHI_DT_UTL04204
LOCATED IN THE NORTHEAST QUARTER OF BLOCK 49,
PLAT "A" LEHI CITY SURVEY,
UTAH COUNTY, UTAH
SEPTEMBER 2022

DESIGNED FOR:

PROJECT NAME:
NSB-UT.LEHI_DT_UTL04204

TOTAL SITE SERVICES

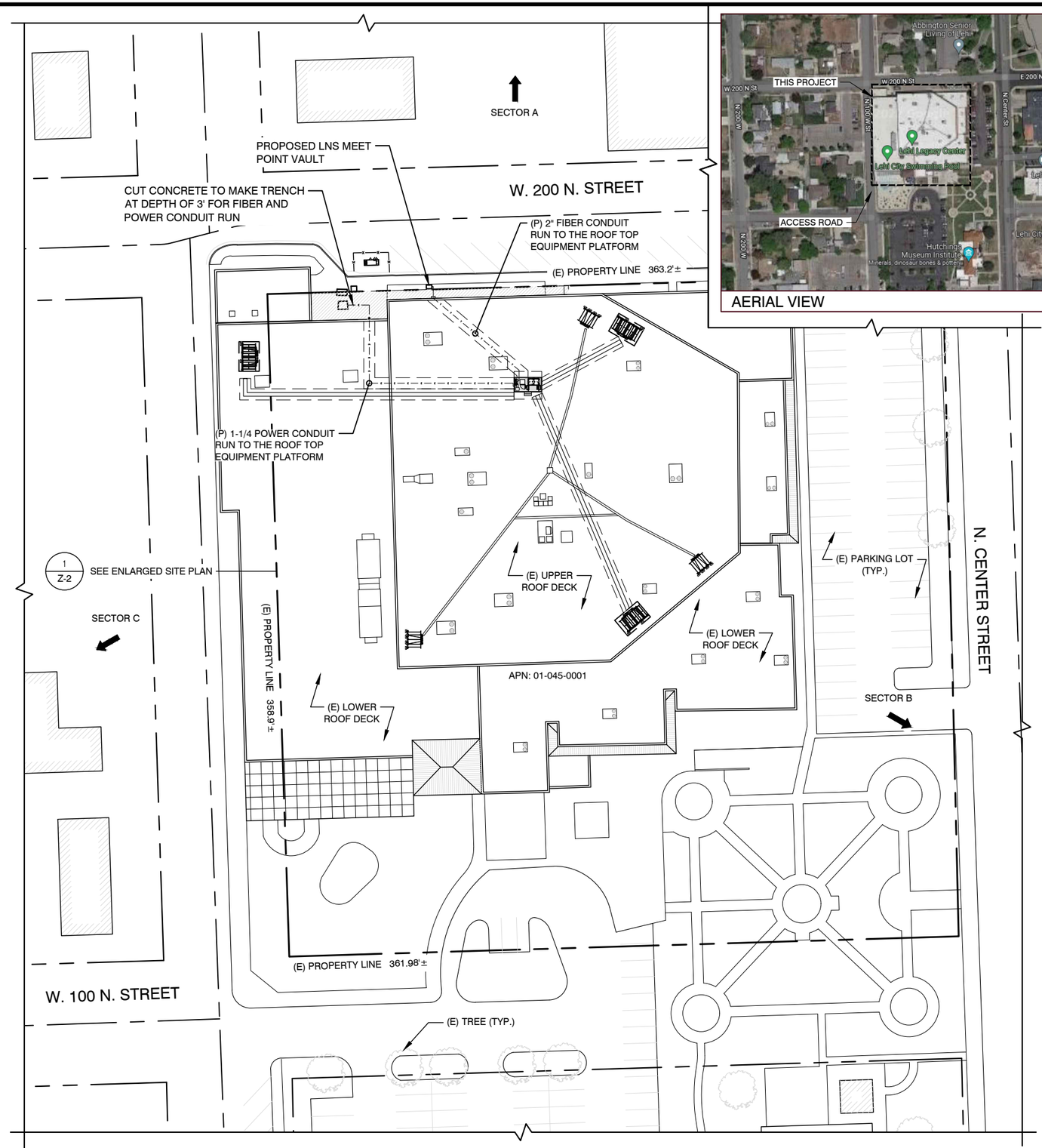
LAYTON SURVEYS LLC
Professional Land Surveying
1857 N 1000 W STE. 1
(801) 663-1641 Willis.long@laytonsurveys.com CLEARFIELD, UT 84015

LEGEND

EXISTING TREES/SHRUBS	
ACCESS ROAD	
FENCE LINE	X
PROPERTY LINE	
EASEMENT LINE	
UTILITY POLE	
POWER LINE	POWER
OVERHEAD LINE	O/H
GAS LINE	G

GENERAL NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE CONTRACTOR SHALL NOTIFY THE AT&T CONSTRUCTION MANAGER IN WRITING, OF ANY CONFLICT, ERRORS OR OMISSION PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
5. THE SCOPE OF THE WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT (800) 424-5555 PRIOR TO EXCAVATION AT SITE.
8. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
9. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
10. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
11. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
12. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
13. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
14. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED IN ANY FILL OR EMBANKMENT.
15. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
16. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS.
17. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION, EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
18. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.
19. AT&T CONTRACTOR RESPONSIBILITIES:
    - 19.1. INSTALLATION OF POWER AND TELCO CONDUIT FROM MULTI-GANG METER RACK AND TELCO DEMARCATION.
    - 19.2. INSTALLATION OF WAVE GUIDE SUPPORT FROM AT&T LEASED AREA TO TOWER BASE.
    - 19.3. POWER AND FIBER LINES FROM AT&T GROUND EQUIPMENT TO ANTENNA MOUNT LOCATION ON TOWER.
    - 19.4. AT&T ANTENNAS, RRU's AND APPURTENANT AT&T EQUIPMENT TO ANTENNA MOUNTING PLATFORM AT RAD CENTER IN ACCORDANCE WITH AT&T RFDS.



AERIAL VIEW

AT&T
161 INVERNESS DRIVE W, 2ND FLOOR
ENGLEWOOD, CO 80112

smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401

TOTAL SITE SERVICES
671 TECHNOLOGY CIRCLE
WINDSOR, CO 80550

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.

SUBMITTALS

REV	DATE	DESCRIPTION	BY
0	02/07/23	100% CD	IJ

PROFESSIONAL ENGINEER
No. 10955769
ESRA HASANBAS PERSELLIN
STATE OF UTAH

SITE INFORMATION

SITE NAME:

LEHI DT

LTE 1C, 2C, 3C, 4C, 5C

SITE ID: UTL04204

FA#: 15794970

SITE ADDRESS:

123 N. CENTER STREET
LEHI, UT 84043

UTAH COUNTY

SHEET DESCRIPTION

SITE PLAN

SHEET NO.

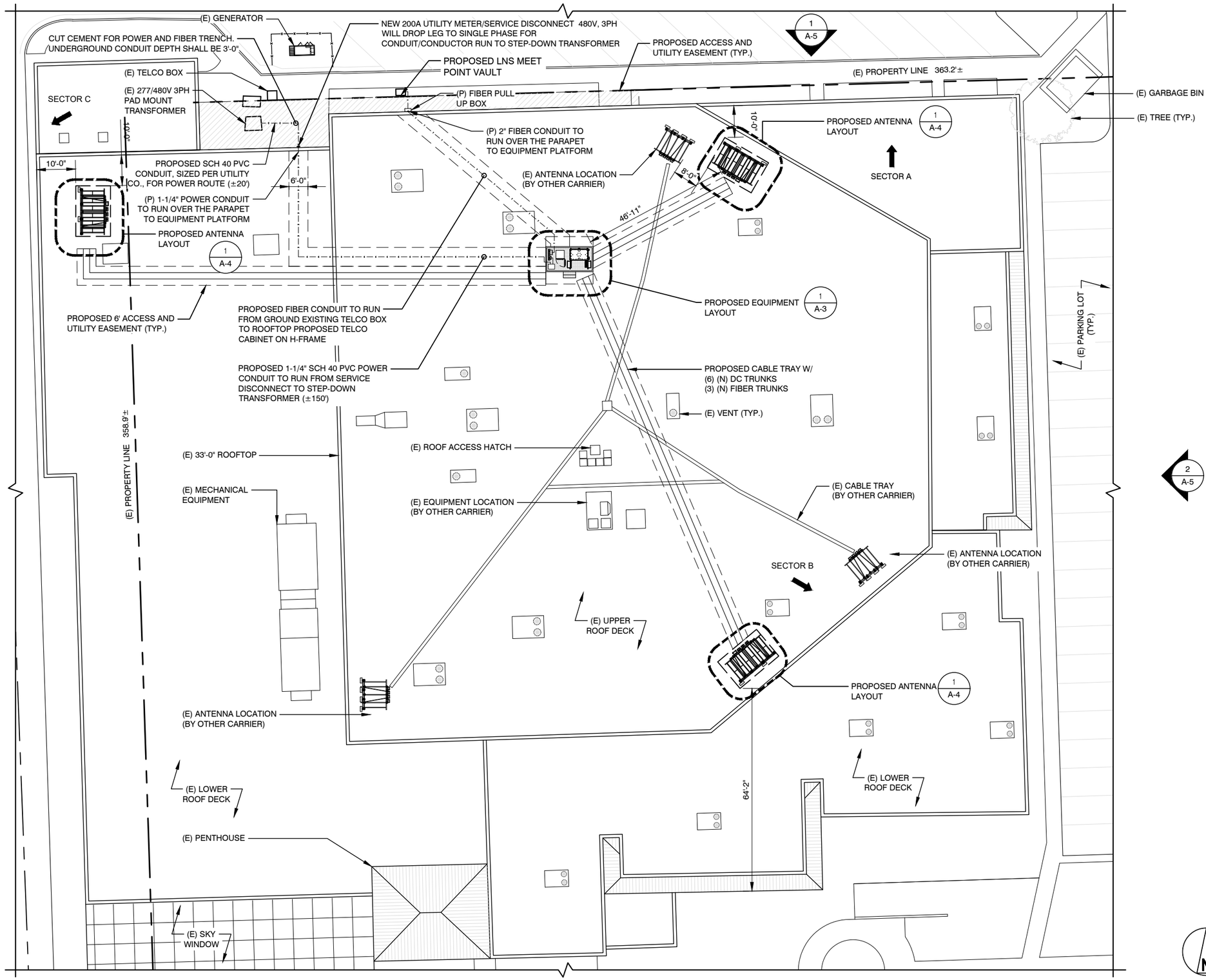
A-1

SITE PLAN

0 30' 60'

SCALE: 1"=60'-0" (11x17)
(OR) 2"=60'-0" (22x34)

1



ENLARGED SITE PLAN

0 15' 30'

SCALE: 1"=30'-0" (11x17)
(OR) 2"=30'-0" (22x34)

1

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LTE 1C, 2C, 3C, 4C, 5C

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123 N. CENTER STREET
LEHI, UT 84043

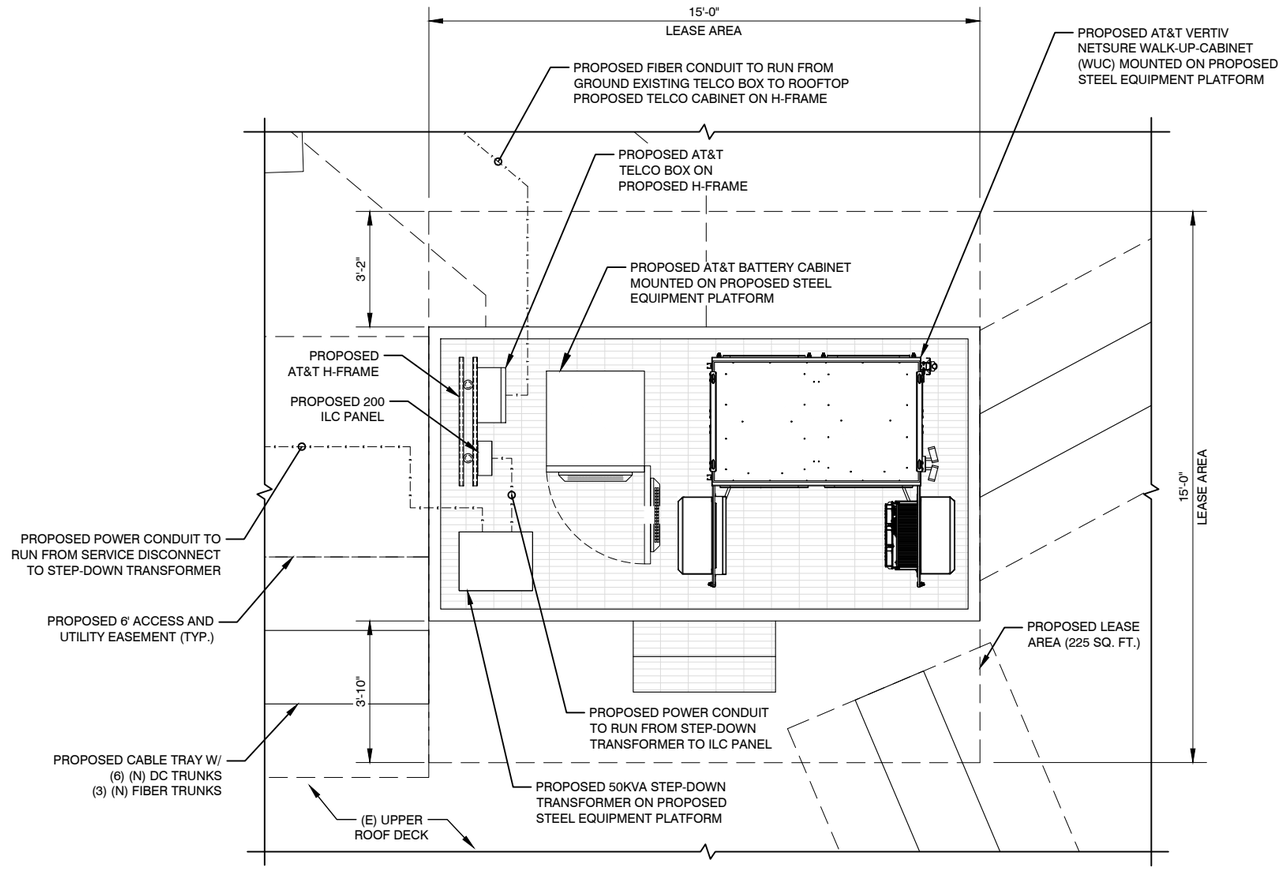
UTAH COUNTY

SHEET DESCRIPTION

ENLARGED SITE PLAN

SHEET NO.

A-2



PROPOSED EQUIPMENT LAYOUT

0 2' 4'

SCALE: 1/4"=1'-0" (11x17)
(OR) 1/2"=1'-0" (22x34)

1

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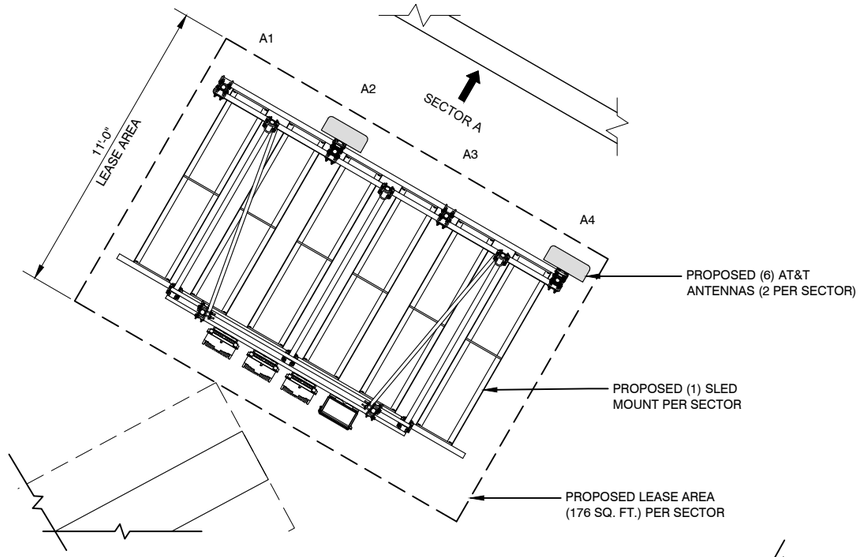
UTAH COUNTY

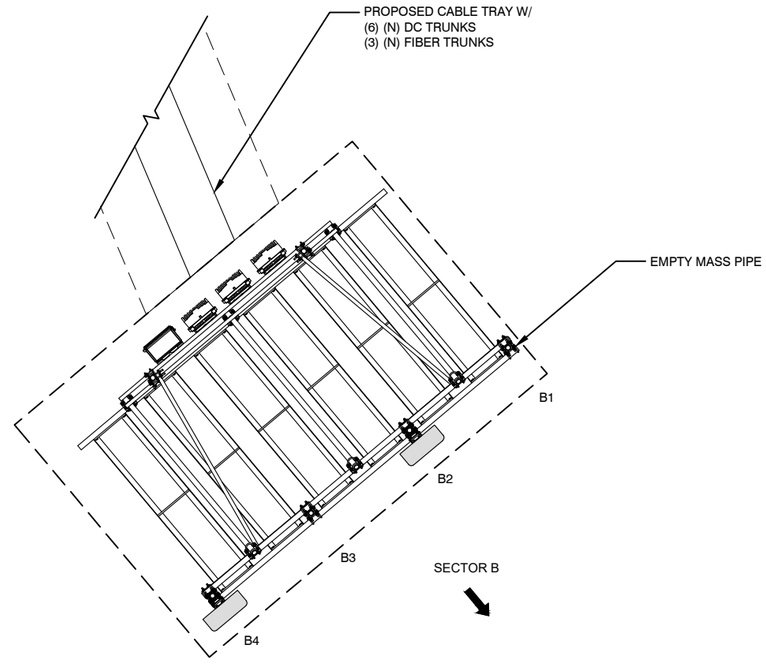
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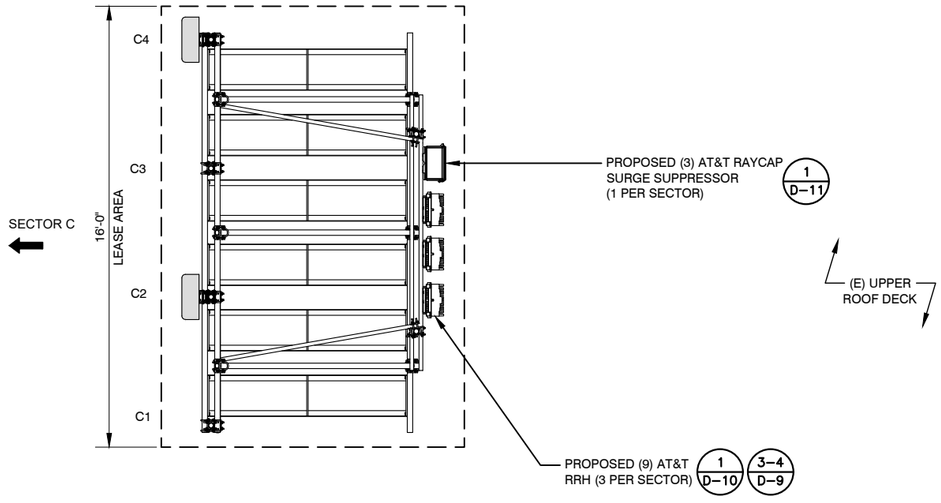
EQUIPMENT LAYOUT

SHEET NO.

A-3







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ESRA HASANBAS PERSELLIN
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SITE INFORMATION

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LTE 1C, 2C, 3C, 4C, 5C

SITE ID: UTL04204

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123 N. CENTER STREET
LEHI, UT 84043

UTAH COUNTY

SHEET DESCRIPTION

ANTENNA LAYOUT

SHEET NO.

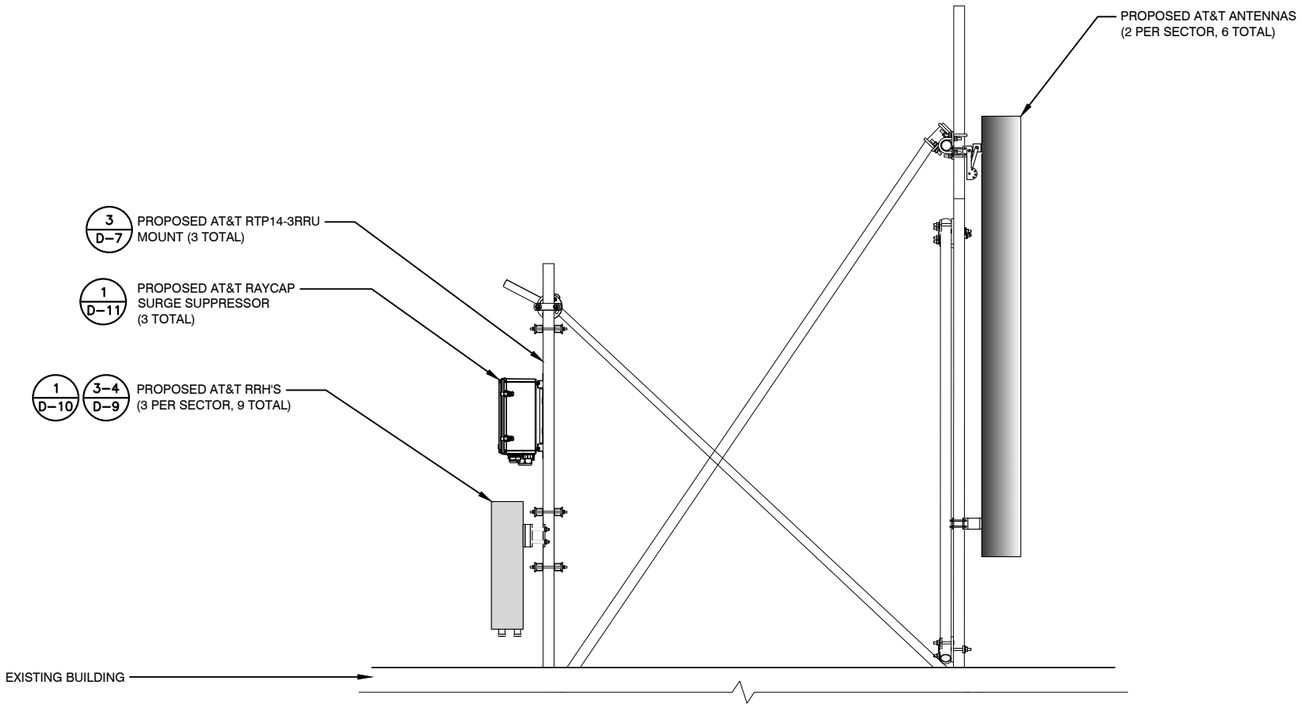
A-4

PROPOSED ANTENNA LAYOUT

0 3' 6'

SCALE: 3/16"=1'-0" (11x17)
(OR) 3/8"=1'-0" (22x34)

1



PROPOSED SECTOR PROFILE

0 3' 6'

SCALE: 3/16"=1'-0" (11x17)
(OR) 3/8"=1'-0" (22x34)

1

ANTENNA SCHEDULE

SECTOR	ANTENNA POSITION	TECHNOLOGY	MANUFACTURER	MODEL NUMBER	TIP HEIGHT	CABLE TYPE	APPROXIMATE CABLE LENGTH	SQUID	RADIO
ALPHA	1	-	-	-	-	(2) DC TRUNKS (1) FIBER TRUNK	-	(1) DC9-48-60-24-PC16-EV	-
	2	RRH - 850	COMMSCOPE	NNH4-65C-R6-HG	43'-0"		277'-0"		(1) AIRSCALE RRH 4T4R B5 160W AHCA
	3	-	-	-	-		-		-
	4	RRH - 700 / RRH - 1900	COMMSCOPE	NNH4-65C-R6-HG	43'-0"		277'-0"		(1) AIRSCALE TRI RRH 4T4R B12/14/29 370W AHLBBA / (1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB
BETA	1	-	-	-	-	(2) DC TRUNKS (1) FIBER TRUNK	-	(1) DC9-48-60-24-PC16-EV	-
	2	RRH - 850	COMMSCOPE	NNH4-65C-R6-HG	51'-0"		416'-0"		(1) AIRSCALE RRH 4T4R B5 160W AHCA
	3	-	-	-	-		-		-
	4	RRH - 700 / RRH - 1900	COMMSCOPE	NNH4-65C-R6-HG	51'-0"		416'-0"		(1) AIRSCALE TRI RRH 4T4R B12/14/29 370W AHLBBA / (1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB
GAMMA	1	-	-	-	-	(2) DC TRUNKS (1) FIBER TRUNK	-	(1) DC9-48-60-24-PC16-EV	-
	2	RRH - 850	COMMSCOPE	NNH4-65C-R6-HG	40'-0"		545'-0"		(1) AIRSCALE RRH 4T4R B5 160W AHCA
	3	-	-	-	-		-		-
	4	RRH - 700 / RRH - 1900	COMMSCOPE	NNH4-65C-R6-HG	40'-0"		545'-0"		(1) AIRSCALE TRI RRH 4T4R B12/14/29 370W AHLBBA / (1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFIB

** OR SIMILAR ANTENNA & RRU. CONTRACTOR TO REFER TO FINAL RFDS FOR ALL RF DETAILS

PROPOSED ANTENNA SCHEDULE

0 15' 30'

SCALE: 1"=30'-0" (11x17)
(OR) 2"=30'-0" (22x34)

2

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161 INVERNESS DRIVE W, 2ND FLOOR
ENGLEWOOD, CO 80112

smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY,
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ANNAPOLIS, MD 21401

TOTAL SITE SERVICES
671 TECHNOLOGY CIRCLE
WINDSOR, CO 80550

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SUBMITTALS

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PROFESSIONAL ENGINEER
No. 10955769
ESRA HASANBAS PERSELLIN
STATE OF UTAH

SITE INFORMATION

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LEHI DT

LTE 1C, 2C, 3C, 4C, 5C

SITE ID: UTL04204

FA#: 15794970

SITE ADDRESS:
123 N. CENTER STREET
LEHI, UT 84043

UTAH COUNTY

SHEET DESCRIPTION

BUILDING ELEVATIONS

SHEET NO.

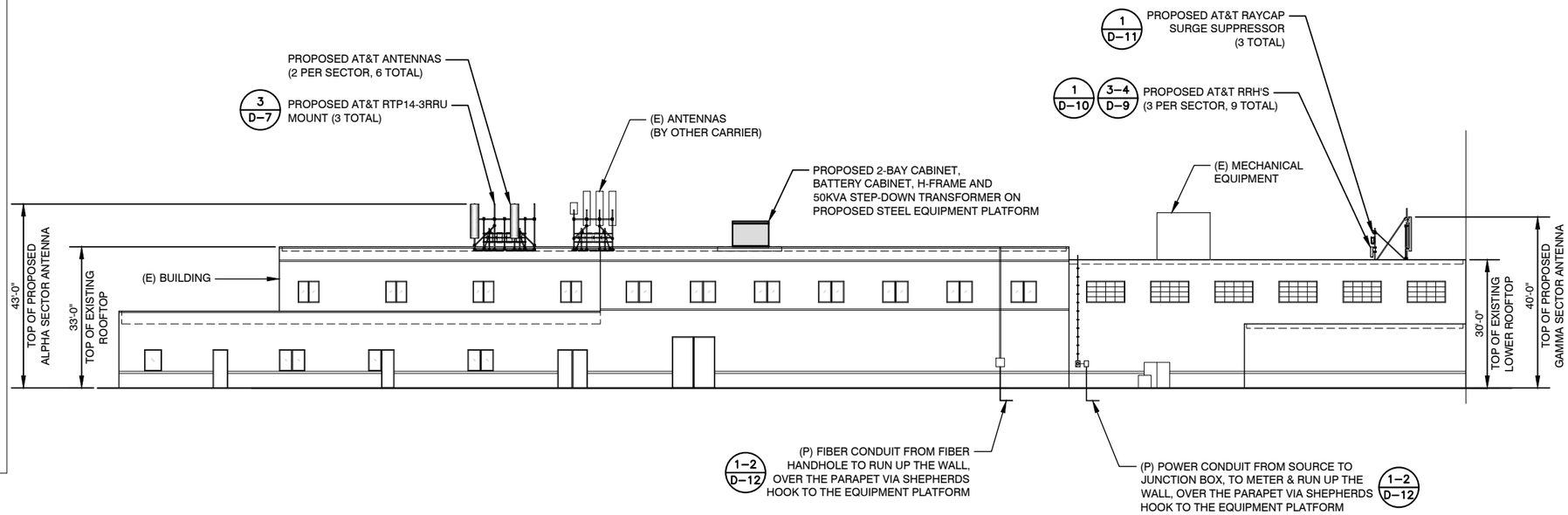
A-5

NOTES:

1. THESE DRAWINGS SHALL NOT BE RELIED UPON AS AN INDICATION THAT THE TOWER STRUCTURE, ITS COMPONENTS, AND ITS FOUNDATION HAVE ADEQUATE STRUCTURAL CAPACITY TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, MOUNTS, EQUIPMENT, AND COAXIAL CABLES. TRYLON HAS NOT PERFORMED A STRUCTURAL ANALYSIS ON THE TOWER, FOUNDATION, ANTENNA MOUNT, AND ALL ITS COMPONENTS. IT IS THE RESPONSIBILITY OF THE OWNER TO HAVE A STRUCTURAL ANALYSIS PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS PRIOR TO THE INSTALLATION OF ANY PROPOSED EQUIPMENT, COAXIAL CABLES, ANTENNAS, OR APPURTENANCES ON THE TOWER. THIS STRUCTURAL ANALYSIS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER REGISTERED IN ####.
2. INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES. ANTENNA WORK TO BE INSTALLED PER THE REQUIREMENTS OF THE TOWER MANUFACTURER'S SPECIFICATION.
3. ANTENNA AND MOUNT DESIGN MUST COMPLY WITH ANSI/TIA-222-H AND ALL LOCAL CODES.
4. CONTRACTOR TO PROVIDE THE PROPER COAX JUMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT.
5. CONTRACTOR TO GET THE LATEST AT&T RFDS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. CONTRACTOR SHOULD REFER TO FINAL RFDS FOR ALL RF DETAILS.
9. THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

NOTE:
STRUCTURAL ANALYSIS AND MOUNT ANALYSIS TO BE PERFORMED BY OTHERS PRIOR TO EQUIPMENT INSTALLATION IN ORDER TO VERIFY THAT THE STRUCTURE IS ADEQUATE TO SUPPORT THE PROPOSED EQUIPMENT.

NOTE:
TOWER AND FOUNDATION DESIGN TO BE PROVIDED BY OTHERS

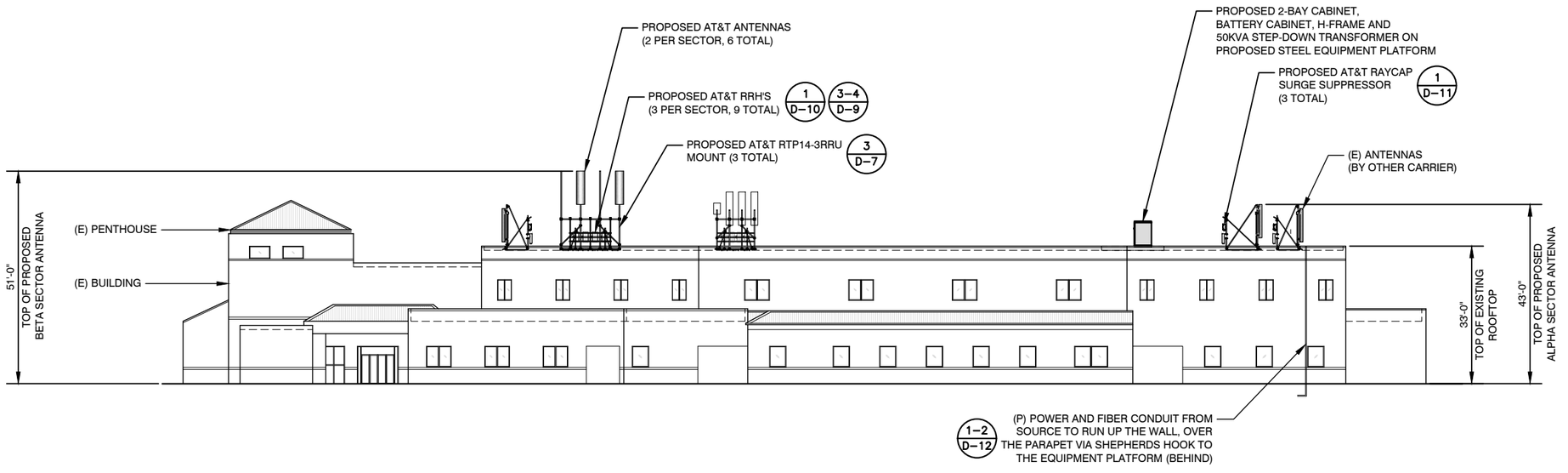


PROPOSED NORTH ELEVATION

0 15' 30'

SCALE: 1"=30'-0" (11x17)
(OR) 2"=30'-0" (22x34)

1



PROPOSED EAST ELEVATION

0 15' 30'

SCALE: 1"=30'-0" (11x17)
(OR) 2"=30'-0" (22x34)

2

AT&T
161 INVERNESS DRIVE W, 2ND FLOOR
ENGLEWOOD, CO 80112

smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY,
SUITE 200
ANNAPOLIS, MD 21401

TOTAL SITE SERVICES
671 TECHNOLOGY CIRCLE
WINDSOR, CO 80550

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.

SUBMITTALS

REV	DATE	DESCRIPTION	BY
0	02/07/23	100% CD	IJ

PROFESSIONAL ENGINEER
NO. 10955769
ESRA HASANBAS PERSELLIN
STATE OF UTAH

SITE INFORMATION

SITE NAME:
LEHI DT

LTE 1C, 2C, 3C, 4C, 5C

SITE ID: UTL04204

FA#: 15794970

SITE ADDRESS:
123 N. CENTER STREET
LEHI, UT 84043

UTAH COUNTY

SHEET DESCRIPTION

BUILDING ELEVATIONS

SHEET NO.

A-6

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-28 approving an Option and Lease Agreement with New Cingular Wireless located at the Spring Creek Substation property.

Suggested Action:

Attachments:

Res 2023-28.docx

Memoradum of Lease-AT&T Option and Lease Agreement (Spring Creek Substation).docx

Agreement-Cell Tower Option and Lease (AT&T Spring Creek Substation).docx

UTL04106.15141299.Lehi Relo - Lease - Exhibit C.pdf

RESOLUTION NO. 2023-28

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

WHEREAS, the City owns and operates a power substation located in Lehi at 1555 South 300 East, Lehi, Utah known as the Spring Creek Substation ("Property");

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

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

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

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

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 23rd day of May, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Lease Administration Team
7670 S Chester St
Englewood, CO 80112

_____

(Space Above This Line For Recorder's Use Only)

APN (Tax Id.): 13:036:0010

Cell Site #: UTL04106
Cell Site Name: LEHI_RELO
Fixed Asset #: 15141299
State: UTAH
County: UTAH

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2023, by and between Lehi City Corporation, a municipal corporation and political subdivision of the State of Utah, having its principal offices located at 153 North 100 East, Lehi, Utah 84043 (the "City"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "PROVIDER").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the ____ day of _____, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the effective date of written notification by PROVIDER to City of PROVIDER's exercise of the Option ("Commencement Date"). This Agreement shall be automatically renewed for four (4) additional terms of five (5) years each

3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LEHI CITY CORPORATION

By: _____
Print Name: Mark Johnson
Its: Mayor
Date: _____

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Becky John-Haney
Its: Area Manager, Real Estate and Construction
Date: _____

PROVIDER ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

_____
Notary Public: _____
My Commission Expires: _____

LEHI CITY ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires:

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of Lease dated _____, 2023, by and between Lehi City Corporation, a municipal corporation and political subdivision of the State of Utah, and New Cingular Wireless PCS, LLC, a Delaware limited liability company.

Legal Description of the "Property":

THE FOLLOWING LAND OF LEHI CITY, A MUNICIPAL CORPORATION:
COMMENCING 8.25 CHAINS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 11.75 CHAINS; THENCE SOUTH 7.16 CHAINS; THENCE EAST 11.75 CHAINS; THENCE NORTH 7.16 CHAINS TO THE POINT OF BEGINNING, AS CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO 13707 IN BOOK 694 AT PAGE 464 OF OFFICIAL RECORDS.

BEING ALSO DESCRIBED AS FOLLOWS:
COMMENCING 33 AND 1/2 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 46 AND 1/2 ROOS; THENCE SOUTH 28 AND 2/3 RODS; THENCE EAST 46 AND 1/2 RODS; THENCE NORTH 28 AND 2/3 RODS TO THE PLACE OF BEGINNING, AS CONVEYED BY THAT CERTAIN QUIT CLAIM DEED, RECORDED AS ENTRY NO. 14369 IN BOOK 696 AT PAGE 64 OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION ACQUIRED UNDER BOUNDARY LINE AGREEMENT BY AND BETWEEN LEHI CITY CORPORATION AND KENT G. BUCKWALTER AND MARILYN BUCKWALTER, RECORDED JULY 1, 1982, AS ENTRY NO. 16448 IN BOOK 1989 AT PAGE 222 OF OFFICIAL RECORDS, LYING ADJACENT SOUTHERLY OF THE FOLLOWING DESCRIBED BOUNDARY LINE:
BEGINNING AT FENCE CORNER LOCATED NORTH 46.30 FEET AND EAST 1345.88 FEET FROM THE WEST ONE QUARTER CORNER SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°58'36" EAST 509.81 FEET; THENCE ALONG SAID FENCE SOUTH 89°56'11" EAST 294.31 FEET TO A FENCE CORNER EXTENDED PAST THE NORTHEASTERLY CORNER OF THE HISTORIC PARCEL OWNED BY SAID LEHI CITY.

TOGETHER WITH THAT PORTION ACQUIRED UNDER BOUNDARY LINE AGREEMENT, BY AND BETWEEN ORAL DEAN HANSEN AND MARY ELIZABETH HANSEN, AND LEHI CITY, A MUNICIPAL CORPORATION, RECORDED MAY 31, 1996, AS ENTRY NO. 45769 IN BOOK 3984 AT PAGE 576 OF OFFICIAL RECORDS, LYING ADJACENT WESTERLY OF THE FOLLOWING DESCRIBED BOUNDARY LINE:
BEGINNING AT A POINT IN AN EXISTING FENCE LINE ON THE NORTH LINE OF A UTAH COUNTY ROAD, SAID POINT BEING SOUTH 0°01'20" EAST 462.89 FEET ALONG THE SECTION LINE AND EAST 2155.98 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, AND RUNNING THENCE NORTH 01°09'36" WEST 483.51 FEET ALONG A FENCE LINE; THENCE NORTH 08°14' 40" EAST 26.48 FEET ALONG A FENCE LINE.

LESS AND EXCEPT THEREFROM ALL THAT PORTION LOCATED WITHIN, AND ALSO DIRECTLY EASTERLY OF, THAT LAND IDENTIFIED AS UTAH COUNTY TAX ID NO. 13:037:0063, CONVEYED IN THAT CERTAIN QUIT CLAIM DEED, IN FAVOR OF GLORIA M. BUCKWALTER AND BRADLEY KENT BUCKWALTER, TRUSTEES OF KENT G. BUCKWALTER TRUST DATED DECEMBER 11, 1997, CREATED BY KENT G. BUCKWALTER, AS SETTLOR, AND AMENDED AND RESTATED ON FEBRUARY 27, 2004, RECORDED AUGUST 7, 2015 AS ENTRY NO. 71697: 2015 OF OFFICI AL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT NORTH 46.24 FEET AN D EAST 1346.09 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0.93 FEET; THENCE NORTH 59°59'47" EAST 509.6 FEET; THENCE SOUTH 59°55'15" EAST 288.27 FEET; THENCE SOUTH 42.13 FEET; THENCE EAST 1.13 FEET; THENCE SOUTH 1.08 FEET; THENCE SOUTH 59°53'45" WEST 49.5 FEET; THENCE NORTH 42.43 FEET; THENCE NORTH 89°56'11" WEST 239.9 FEET; THENCE SOUTH 89°58'36" WEST 509.6 FEET TO THE POINT OF BEGINNING.

SAID LAND BEING ALSO DESCRIBED BY THE UTAH COUNTY RECORDER'S OFFICE AS FOLLOWS:
COMMENCING NORTH 2676.75 FEET AND WEST 485.73 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 01°09'36" EAST 467. 77 FEET; THENCE NORTH 88°55'28" WEST 60.58 FEET; THENCE SOUTH 6.02 FEET; THENCE WEST 775.5 FEET; THENCE NORTH 472.56 FEET; THENCE EAST 25.79 FEET; THENCE NORTH 41.5 FEET; THENCE NORTH 59°55'35" EAST 509.81 FEET; THENCE SOUTH 89°56'11" EAST 239.9 FEET; THENCE SOUTH 41.44 FEET; THENCE SOUTH 89°59'43" EAST 51.1 FEET TO THE POINT OF BEGINNING NOTE: FOR INFORMATION PURPOSE ONLY: KNOWN AS TAX ID NO. 13:036:0010

Legal Description of the “Premises”:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH STATE CEN TRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221.

COMMENCING AT THE MONUMENTED WEST QUARTER CORNER OF SAID SECTION; FROM WHICH THE MONUMENTED SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°01'49" EAST, 2696.37 FEET; THENCE SOUTH 53°10'55" EAST, 1637. 13 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST, 40.00 FEET; THENCE SOUTH 00°00'00" EAST, 40.00 FEET; THENCE NORTH 90°00’00" WEST, 40.00 FEET; THENCE NORTH 00°00'00" EAST, 40.00 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 1600 SQUARE FEET (0.37 ACRES) OF LAND, MORE OR LESS.

Utility Easement Legal Description:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING A 10.00 FEET WIDE STRIP OF LAND, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED SIDELINES

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH STATE CENTRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221.

COMMENCING AT THE MONUMENTED WEST QUARTER CORNER OF SAID SECTION; FROM WHICH THE MONUMENTED SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°01'49" EAST, 2696.37 FEET; THENCE SOUTH 53°0'55" EAST, 1637.13 FEET; THENCE SOUTH 00°00'00" EAST, 30.30 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89°46'03" WEST, 305.37 FEET MORE OR LESS TO THE CENTERLINE OF SOUTH 300 EAST STREET, BEING THE POINT OF TERMINUS.
THE SIDES OF WHICH ARE TO BE LENGTHENED OR SHORTENED SO AS TO ALLOW FOR NO GAPS OR OVERLAPS AND ABUT SAID CENTERLINE.

EXCEPTING THEREFROM ANY PORTION WITHIN THE RIGHT OF WAY OF SAID STREET.

Access Easement Legal Description:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING A 20.00 FEET WIDE STRIP OF LAN D, LYING NORTHERLY OF THE FOLLOWING DESCRIBED SIDELINES.

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE U TAH STATE CENTRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221.

COMMENCING AT THE MONUMENTED WEST QUARTER CORNER OF SAID SECTION; FROM WHICH THE MONUMENTED SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°01'49" EAST, 2696.37 FEET; THENCE SOUTH 83°10'55" EAST, 1637.13 FEET; THENCE SOUTH 00°00’00” EAST, 30.30 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 59°59’12" WEST, 305.37 FEET MORE OR LESS TO THE CENTERLINE OF SOUTH 300 EAST STREET, BEING THE POINT OF TERMINUS.

THE SIDES OF WHICH ARE TO BE LENGTHENED OR SHORTENED SO AS TO ALLOW FOR NO GAPS OR OVERLAPS AND ABUT SAID CENTERLINE.

EXCEPTING THEREFROM ANY PORTION WITHIN THE RIGHT OF WAY OF SAID STREET.

Cell Site #: UTL04106
Cell Site Name: LEHI_RELO
Fixed Asset #: 15141299
State: UTAH
County: UTAH

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("Agreement") is executed in duplicate this _____ day of _____, 2023 ("Effective Date"), by and between the **Lehi City Corporation, a municipal corporation and political subdivision of the State of Utah**, with its principal offices located at 153 North 100 East, Lehi, Utah 84043 (the "City"), and **New Cingular Wireless PCS, LLC, a Delaware limited liability company,** having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "PROVIDER").

RECITALS

WHEREAS, the City owns real property located at 1555 South 300 East, Lehi, County of Utah, State of Utah 84043 (the "Property"), the legal description for is attached hereto at **Exhibit "A"**; and

WHEREAS, the City operates a power substation on the Property; and

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

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

COVENANTS

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

1. **Option; Term.**

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

other.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	RENTAL RATE
YEAR 1	**$30,000.00**
4% INCREASE	$1,200.00
YEAR 2	**$31,200.00**
4% INCREASE	$1,248.00
YEAR 3	**$32,448.00**
4% INCREASE	$1,297.92
YEAR 4	**$33,745.92**
4% INCREASE	$1,349.84
YEAR 5	**$35,095.76**
4% INCREASE	$1,403.83
YEAR 6	**$36,499.59**
4% INCREASE	$1,459.98
YEAR 7	**$37,959.57**

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

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

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

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

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

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

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

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

3.2. **Intentionally Omitted**.

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

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

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

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

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

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

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

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

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

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

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

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

Lehi City
153 East 100 North
Lehi, Utah 84043

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

If to PROVIDER: New Cingular Wireless PCS, LLC
ATTN: Tower Asset Group – Lease Administration
RE: Cell Site #: UTL04106; Cell Site Name: Lehi Relo (UT)
Fixed Asset #: 15141299
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC

ATTN: Legal Dept – Network Operations
RE: Cell Site #: UTL04106; Cell Site Name: Lehi Relo (UT)
Fixed Asset #: 15141299
208 S. Akard Street
Dallas, TX 75202-4206

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

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

8. **Interference.**

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

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

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

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

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

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

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

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

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

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

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

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

16. **Insurance.**

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

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

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

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

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

limits:

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

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

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

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

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

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

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

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

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

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

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

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

16.4.6.2. Terminating this Agreement.

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

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

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

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

18. **General Provisions**.

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

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

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

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

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

18.6. **Amendments.** This Agreement may be modified or amended by written Agreement only. No oral modifications or amendments shall be effective.

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

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

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

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

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

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

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

counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

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

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

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

21. **Warranties.**

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

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

LEHI CITY CORPORATION

By:_____
Mark Johnson, Mayor
Date:_____

ATTEST:

_____
Teisha Wilson, City Recorder

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

By: AT&T Mobility Corporation
Its: Manager

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

STATE OF _____)
:ss
COUNTY OF _____)

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

_____ [SEAL]
NOTARY PUBLIC

EXHIBIT “A”

Legal Description of the “Property”:

THE FOLLOWING LAND OF LEHI CITY, A MUNICIPAL CORPORATION:
COMMENCING 8.25 CHAINS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 11.75 CHAINS; THENCE SOUTH 7.16 CHAINS; THENCE EAST 11.75 CHAINS; THENCE NORTH 7.16 CHAINS TO THE POINT OF BEGINNING, AS CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO 13707 IN BOOK 694 AT PAGE 464 OF OFFICIAL RECORDS.

BEING ALSO DESCRIBED AS FOLLOWS:
COMMENCING 33 AND 1/2 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 46 AND 1/2 ROOS; THENCE SOUTH 28 AND 2/3 RODS; THENCE EAST 46 AND 1/2 RODS; THENCE NORTH 28 AND 2/3 RODS TO THE PLACE OF BEGINNING, AS CONVEYED BY THAT CERTAIN QUIT CLAIM DEED, RECORDED AS ENTRY NO. 14369 IN BOOK 696 AT PAGE 64 OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION ACQUIRED UNDER BOUNDARY LINE AGREEMENT BY AND BETWEEN LEHI CITY CORPORATION AND KENT G. BUCKWALTER AND MARILYN BUCKWALTER, RECORDED JULY 1, 1982, AS ENTRY NO. 16448 IN BOOK 1989 AT PAGE 222 OF OFFICIAL RECORDS, LYING ADJACENT SOUTHERLY OF THE FOLLOWING DESCRIBED BOUNDARY LINE:
BEGINNING AT FENCE CORNER LOCATED NORTH 46.30 FEET AND EAST 1345.88 FEET FROM THE WEST ONE QUARTER CORNER SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°58'36" EAST 509.81 FEET; THENCE ALONG SAID FENCE SOUTH 89°56'11" EAST 294.31 FEET TO A FENCE CORNER EXTENDED PAST THE NORTHEASTERLY CORNER OF THE HISTORIC PARCEL OWNED BY SAID LEHI CITY.

TOGETHER WITH THAT PORTION ACQUIRED UNDER BOUNDARY LINE AGREEMENT, BY AND BETWEEN ORAL DEAN HANSEN AND MARY ELIZABETH HANSEN, AND LEHI CITY, A MUNICIPAL CORPORATION, RECORDED MAY 31, 1996, AS ENTRY NO. 45769 IN BOOK 3984 AT PAGE 576 OF OFFICIAL RECORDS, LYING ADJACENT WESTERLY OF THE FOLLOWING DESCRIBED BOUNDARY LINE:
BEGINNING AT A POINT IN AN EXISTING FENCE LINE ON THE NORTH LINE OF A UTAH COUNTY ROAD, SAID POINT BEING SOUTH 0°01'20" EAST 462.89 FEET ALONG THE SECTION LINE AND EAST 2155.98 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, AND RUNNING THENCE NORTH 01°09'36" WEST 483.51 FEET ALONG A FENCE LINE; THENCE NORTH 08°14' 40" EAST 26.48 FEET ALONG A FENCE LINE.

LESS AND EXCEPT THEREFROM ALL THAT PORTION LOCATED WITHIN, AND ALSO DIRECTLY EASTERLY OF, THAT LAND IDENTIFIED AS UTAH COUNTY TAX ID NO. 13:037:0063, CONVEYED IN THAT CERTAIN QUIT CLAIM DEED, IN FAVOR OF GLORIA M. BUCKWALTER AND BRADLEY KENT BUCKWALTER, TRUSTEES OF KENT G. BUCKWALTER TRUST DATED DECEMBER 11, 1997, CREATED BY KENT G. BUCKWALTER, AS SETTLOR, AND AMENDED AND RESTATED ON FEBRUARY 27, 2004, RECORDED AUGUST 7, 2015 AS ENTRY NO. 71697: 2015 OF OFFICI AL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT NORTH 46.24 FEET AN D EAST 1346.09 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0.93 FEET; THENCE NORTH 59°59'47" EAST 509.6 FEET; THENCE SOUTH 59°55'15" EAST 288.27 FEET; THENCE SOUTH 42.13 FEET; THENCE EAST 1.13 FEET; THENCE SOUTH 1.08 FEET; THENCE SOUTH 59°53'45" WEST 49.5 FEET; THENCE NORTH 42.43 FEET; THENCE NORTH 89°56'11" WEST 239.9 FEET; THENCE SOUTH 89°58'36" WEST 509.6 FEET TO THE POINT OF BEGINNING.

SAID LAND BEING ALSO DESCRIBED BY THE UTAH COUNTY RECORDER'S OFFICE AS FOLLOWS: COMMENCING NORTH 2676.75 FEET AND WEST 485.73 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 01°09'36" EAST 467. 77 FEET; THENCE NORTH 88°55'28" WEST 60.58 FEET; THENCE SOUTH 6.02 FEET; THENCE WEST 775.5 FEET; THENCE NORTH 472.56 FEET; THENCE EAST 25.79 FEET; THENCE NORTH 41.5 FEET; THENCE NORTH 59°55'35" EAST 509.81 FEET; THENCE SOUTH 89°56'11" EAST 239.9 FEET; THENCE SOUTH 41.44 FEET; THENCE SOUTH 89°59'43" EAST 51.1 FEET TO THE POINT OF BEGINNING NOTE: FOR INFORMATION PURPOSE ONLY: KNOWN AS TAX ID NO. 13:036:0010

Legal Description of the “Premises”:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH STATE CEN TRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221.

COMMENCING AT THE MONUMENTED WEST QUARTER CORNER OF SAID SECTION; FROM WHICH THE MONUMENTED SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°01'49" EAST, 2696.37 FEET; THENCE SOUTH 53°10'55" EAST, 1637. 13 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST, 40.00 FEET; THENCE SOUTH 00°00'00" EAST, 40.00 FEET; THENCE NORTH 90°00’00" WEST, 40.00 FEET; THENCE NORTH 00°00'00" EAST, 40.00 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 1600 SQUARE FEET (0.37 ACRES) OF LAND, MORE OR LESS.

Utility Easement Legal Description:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING A 10.00 FEET WIDE STRIP OF LAND, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED SIDELINES

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH STATE CENTRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221.

COMMENCING AT THE MONUMENTED WEST QUARTER CORNER OF SAID SECTION; FROM WHICH THE MONUMENTED SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°01'49" EAST, 2696.37 FEET; THENCE SOUTH 53°0'55" EAST, 1637.13 FEET; THENCE SOUTH 00°00'00" EAST, 30.30 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89°46'03" WEST, 305.37 FEET MORE OR LESS TO THE CENTERLINE OF SOUTH 300 EAST STREET, BEING THE POINT OF TERMINUS.
THE SIDES OF WHICH ARE TO BE LENGTHENED OR SHORTENED SO AS TO ALLOW FOR NO GAPS OR OVERLAPS AND ABUT SAID CENTERLINE.

EXCEPTING THEREFROM ANY PORTION WITHIN THE RIGHT OF WAY OF SAID STREET.

Access Easement Legal Description:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING A 20.00 FEET WIDE STRIP OF LAN D, LYING NORTHERLY OF THE FOLLOWING DESCRIBED SIDELINES.

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE U TAH STATE CENTRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221.

COMMENCING AT THE MONUMENTED WEST QUARTER CORNER OF SAID SECTION; FROM WHICH THE MONUMENTED SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°01'49" EAST, 2696.37 FEET; THENCE SOUTH 83°10'55" EAST, 1637.13 FEET; THENCE SOUTH 00°00’00” EAST, 30.30 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 59°59’12" WEST, 305.37 FEET MORE OR LESS TO THE CENTERLINE OF SOUTH 300 EAST STREET, BEING THE POINT OF TERMINUS.

THE SIDES OF WHICH ARE TO BE LENGTHENED OR SHORTENED SO AS TO ALLOW FOR NO GAPS OR OVERLAPS AND ABUT SAID CENTERLINE.

EXCEPTING THEREFROM ANY PORTION WITHIN THE RIGHT OF WAY OF SAID STREET.

Exhibit "B"

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

[to be inserted by City]

EXHIBIT "C"
PROVIDER'S Construction Plans and Specification

(to be attached hereto)

PROJECT TEAM

APPLICANT:
COMPANY: AT&T
ADDRESS: 7670 S. CHESTER ST.
CITY, STATE, ZIP: CENTENNIAL, CO 80112
CONTACT: BECKY JOHN-HANEY
PHONE: 720.480.6429
EMAIL: BJ739H@AT&T.COM

PROJECT MANAGEMENT:
COMPANY: AT&T
ADDRESS: 7670 S. CHESTER ST.
CITY, STATE, ZIP: CENTENNIAL, CO 80112
CONTACT: JAN ROBINETTE
PHONE: 801.201.4173
EMAIL: JR102N@ATT.COM

SITE ACQUISITION:
COMPANY: SMARTLINKGROUP
ADDRESS: 1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
CITY, STATE, ZIP: ANNAPOLIS, MD 21401
CONTACT: MCKAY HOOKER
PHONE: 801.427.8099
EMAIL: MCKAY.HOOKER@SMARTLINKGROUP.COM

CONSTRUCTION MANAGER:
COMPANY: AT&T
ADDRESS: 7670 S. CHESTER ST.
CITY, STATE, ZIP: CENTENNIAL, CO 80112
CONTACT: ROB ACOSTA
PHONE: 847.271.3072
EMAIL: RA8279@AT&T.COM

ARCHITECT & ENGINEER:
COMPANY: TRYLON ENGINEERING SERVICES
ADDRESS: 1825 W. WALNUT HILL LANE, SUITE 120
CITY, STATE, ZIP: IRVING, TX 75038
CONTACT: MIKE MOORE
484.678.2017
MIKE.MOORE@TRYLON.COM

GENERAL NOTES

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, PORTABLE WATER, OR TRASH DISPOSAL IS REQUIRED, NO COMMERCIAL SIGNAGE AND NO LANDSCAPING IS PROPOSED

PROJECT INFORMATION

SITE ADDRESS:	1555 SOUTH 300 EAST LEHI, UT 84043
PARCEL NUMBER (APN):	13-036-0010
PARCEL OWNER:	LEHI CITY CORPORATION 1555 S 300 E LEHI CITY, UT 84043
STRUCTURE TYPE:	90'-0" MONOPOLE
SITE TYPE:	RAW LAND
TOWER OWNER:	BTS VENDOR (TBD)
TOWER OWNER SITE ID:	UTL04106
LATITUDE (NAD 83):	40.3690900° / 40°22'08.7" N
LONGITUDE (NAD 83):	-111.8437790° / 111°50'37.6" W
GROUND ELEVATION:	±4505.1' (AMSL)
OCCUPANCY GROUP:	U-UTILITY (UNMANNED WCF)
COUNTY:	UTAH
JURISDICTION:	LEHI CITY
ZONING:	R-S
AT&T LEASE AREA:	1600 SQ. FT.
PROPOSED USE:	UNMANNED TELECOMMUNICATIONS FACILITY
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.
POWER PROVIDER:	LEHI POWER
FIBER PROVIDER:	T.B.D.

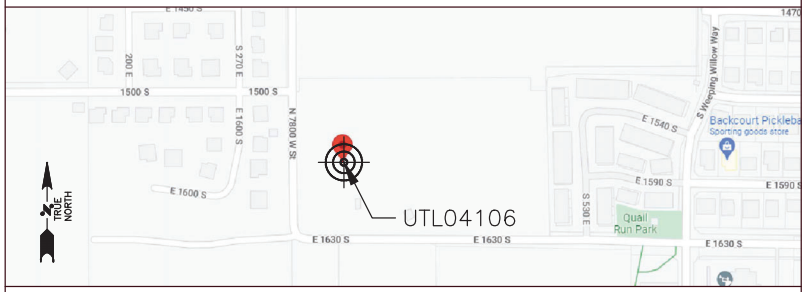
811 Know what's below. Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN UTAH, CALL BLUE STAKES OF UTAH
TOLL FREE: 1-800-662-4111 OR
www.bluestakes.org
UTAH STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE

AT&T

PROJECT: AT&T NEW BUILD
SITE #: UTL04106
SITE NAME: LEHI_RELO
FA#: 15141299
USID: 318098
PACE#: MRUTH053821/MRUTH053065
MRUTH053068/MRUTH053822
MRUTH049739/MRUTH053070
PTN#: 3752A15GS3/3752A15GRT
3752A15GPK/3752A15GRY
3752A12LVL/3752A15GSD
TOWER OWNER: BTS VENDOR (TBD)
SITE ADDRESS: 1555 SOUTH 300 EAST
LEHI, UT 84043
JURISDICTION: LEHI COUNTY

VICINITY MAP



DRIVING DIRECTIONS

FROM 776 N TERMINAL DR, SALT LAKE CITY, UT 84122, USA
GET ON I-80 E FROM N TERMINAL DR 5 MIN HEAD WEST ON N TERMINAL DR CONTINUE STRAIGHT ONTO W TERMINAL DR USE THE LEFT 2 LANES TO TAKE THE I-80 E RAMP TO CITY CTR/OGDEN/PROVO KEEP LEFT AT THE Y JUNCTION, FOLLOW SIGNS FOR I-80 E AND MERGE WITH I-80 E TAKE I-15 S TO UT-145 W/PIONEER CROSSING IN AMERICAN FORK. TAKE EXIT 278 FROM I-15 S 30 MIN MERGE WITH I-80 E TAKE THE EXIT ON THE LEFT ONTO I-15 S/I-80 E TOWARD CHEYENNE/LAS VEGAS CONTINUE TO FOLLOW I-15 S KEEP LEFT TO STAY ON I-15 S KEEP LEFT TO STAY ON I-15 S KEEP LEFT TO STAY ON I-15 S KEEP LEFT TO STAY ON I-15 S TAKE EXIT 278 FOR UT-145 TOWARD AMERICAN FORK/MAIN ST KEEP RIGHT AT THE Y JUNCTION, FOLLOW SIGNS FOR PIONEER CROSSING/LEHI/SARATOGA SPRINGS/EAGLE MOUNTAIN AND MERGE WITH UT-145 W/PIONEER CROSSING 371 FT CONTINUE ON UT-145 W/PIONEER CROSSING. DRIVE TO S 300 E/N 7800 W ST 3 MIN MERGE WITH UT-145 W/PIONEER CROSSING TURN LEFT ONTO S 300 E/N 7800 W ST DESTINATION WILL BE ON THE LEFT

BUILDING CODES

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

1. 2018 INTERNATIONAL BUILDING CODE
2. 2018 INTERNATIONAL PLUMBING CODE
3. 2018 INTERNATIONAL MECHANICAL CODE
4. 2020 NATIONAL ELECTRICAL CODE
5. AMERICAN CONCRETE INSTITUTE, ACI-318
6. AMERICAN INSTITUTE OF STEEL CONSTRUCTION, AISC
7. MANUAL OF STEEL CONSTRUCTION 13TH EDITION
8. ANSI/TIA-222-G
9. TIA 607
10. INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
11. IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
12. TELCORDIA GR-1275
13. ANSI/T 311

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

RFDS DATA

REVISION: 1.0 VERSION: 1.00
UPDATED BY: PG6899 DATE: 04/12/2022
DATE/TIME UPDATED: 06/08/2022 @ 12:22:20 PM

NUMBER OF SECTORS:	3
NUMBER OF ANTENNAS:	6
NUMBER OF RRHs:	9
NUMBER OF DISH ANTENNAS:	0
NUMBER OF FIBER/DC SQUIDS:	3
NUMBER OF DC SQUIDS:	0
NUMBER OF FIBER TRUNK CABLES:	3
NUMBER OF DC TRUNK CABLES:	6

APPROVALS

AT&T (RF): _____ DATE: _____
AT&T (CONST): _____ DATE: _____
AT&T (SAM): _____ DATE: _____
PROPERTY OWNER: _____ DATE: _____

PROJECT SCOPE

☒ 1C ☒ 3C ☒ 5C ☐ 4T4R ☐ 2ND RRH ADD
☒ 2C ☒ 4C ☐ 6C ☐ RRH SWAP ☒ 5G NR 1SR

PROJECT DESCRIPTION

THIS PROJECT WILL BE COMPRISED OF:

PROPOSED 90'-0" MONOPOLE TOWER SCOPE OF WORK:

- INSTALL (3) SABRE MOUNT C10-841-002C
- INSTALL (1) MONOPOLE COLLAR C10-899-050
- INSTALL (6) ANTENNAS, (2) PER SECTOR
- INSTALL (9) RRH'S, (3) PER SECTOR
- INSTALL (3) RAYCAP SURGE SUPPRESSORS, (1) PER SECTOR
- INSTALL (3) FIBER LINES
- INSTALL (6) DC POWER LINES

PROPOSED AT&T GROUND SCOPE OF WORK:

- INSTALL (1) 10'-0"x10'-0" PURCELL STEEL WALK-IN-CABINET (SWIC) ON PROPOSED 11'-4"X11'-4" CONCRETE PAD
- INSTALL (1) KOHLER 30KW DIESEL GENERATOR ON PROPOSED 9'-0"X4'-0" CONCRETE PAD
- INSTALL 10'-0" ICE BRIDGE
- INSTALL (1) AT&T GPS ANTENNA
- INSTALL UTILITY H-FRAME
- INSTALL GANG METER WIHT 200A METER BASE AND DISCONNECT BY BTS

SHEET INDEX

SHEET #	DESCRIPTION	REVISION #
T-1	TITLE SHEET	4
LS-1 TO LS-3	SITE SURVEY	-
A-1	OVERALL SITE PLAN	4
A-2	ENLARGED SITE PLAN	4
A-3	ENLARGED LEASE AREA	4
A-4	ANTENNA LAYOUT AND SCHEDULE	4
A-5	ELEVATIONS	4
D-6 TO D-6.1	DETAILS SABRE MOUNT	4
D-7	WALK-IN-CABINET DETAILS	4
D-8 TO D-8.1	GENERATOR DETAILS	4
D-9 TO D-12	EQUIPMENT DETAIL	4
D-13	SWIC CONCRETE PAD DETAILS	4
D-14	GENERATOR CONCRETE PAD DETAILS	4
D-15	SIGNAGE DETAILS	4
D-16	CHAIN LINK FENCE DETAILS	4
E-1	SWIC PANEL SCHEDULE	4
E-2	SINGLE LINE DIAGRAM AND FAULT CALCULATIONS	4
G-1	GROUNDING PLAN	4
G-2 TO G-3	GROUNDING DETAILS	4
GN-1 TO GN-4	GENERAL NOTES	4
C-1 TO C-4	GRADING & CIVIL PLANS	4

AT&T
7670 S. CHESTER ST.
CENTENNIAL, CO. 80112

smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
ANNAPOLIS, MD 21401

Trylon
1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	06/28/22	90% CD	SKY
B	07/13/22	90% CD	SKY
C	07/27/22	90% CD	SKY
0	08/05/22	100% CD	NPP
1	02/10/23	90% CD	SKY
2	02/18/23	90% CD	SKY
3	03/25/23	90% CD	SKY
3	04/01/23	90% CD	SKY
4	04/12/23	90% CD	SKY

PROFESSIONAL ENGINEER
4/14/2023
No. 13251590-2202
MICHAEL S. MOORE
STATE OF UTAH

SITE INFORMATION

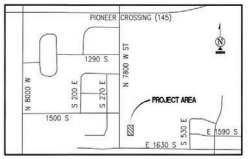
LTE 1C/2C/3C/4C/5C/5G NR 1SR
UTL04106
LEHI_RELO
FA#: 15141299
USID: 318098
SITE ADDRESS:
1555 SOUTH 300 EAST LEHI, UT 84043
UTAH COUNTY

SHEET DESCRIPTION

TITLE SHEET

SHEET NO.

T-1



VICINITY MAP
N.T.S.

LEGEND

AP	ASPHALT		UTILITY MANHOLES
CMU	CONCRETE MASONRY UNIT		UTILITY POLE
CONC	CONCRETE		POSITION OF GEODETIC COORDINATES
TBC	TOP BACK OF CURB		SPOT ELEVATION
PP	POWER POLE		
NG	NATURAL GRADE		
DI-T	DITCH TOP		
DI-B	DITCH BOTTOM		
WALL	TOP OF WALL		

CMU WALLS
CHAIN LINK FENCE
CURBLINES
SUBJECT PROPERTY LINE
ADJACENT PROPERTY LINE
EASEMENT LINES
LEASE AREA LIMITS
MAJOR CONTOUR INTERVAL
MINOR CONTOUR INTERVAL

SURVEY DATE
03/24/2022

BENCHMARK
PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS 'GEOID 12B' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY RAW STATIC GPS DATA PROCESSED ON THE NGS OPUS WEBSITE. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD88.

BASIS OF BEARING
BEARINGS SHOWN HEREON ARE BASED UPON THE UTAH ZONE CENTRAL STATE PLANE COORDINATE SYSTEM BASED ON THE NORTH AMERICAN DATUM OF 1983(2011). DETERMINED BY RAW STATIC GLOBAL POSITIONING SYSTEM EQUIPMENT ON THE NGS OPUS WEBSITE.

GRID-TO-GROUND SCALE FACTOR NOTE
ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH STATE CENTRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221

FLOOD ZONE
THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X" ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #49049C0301F AND #49049C0302F, DATED 06/19/2020

UTILITY NOTES
SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT 811 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

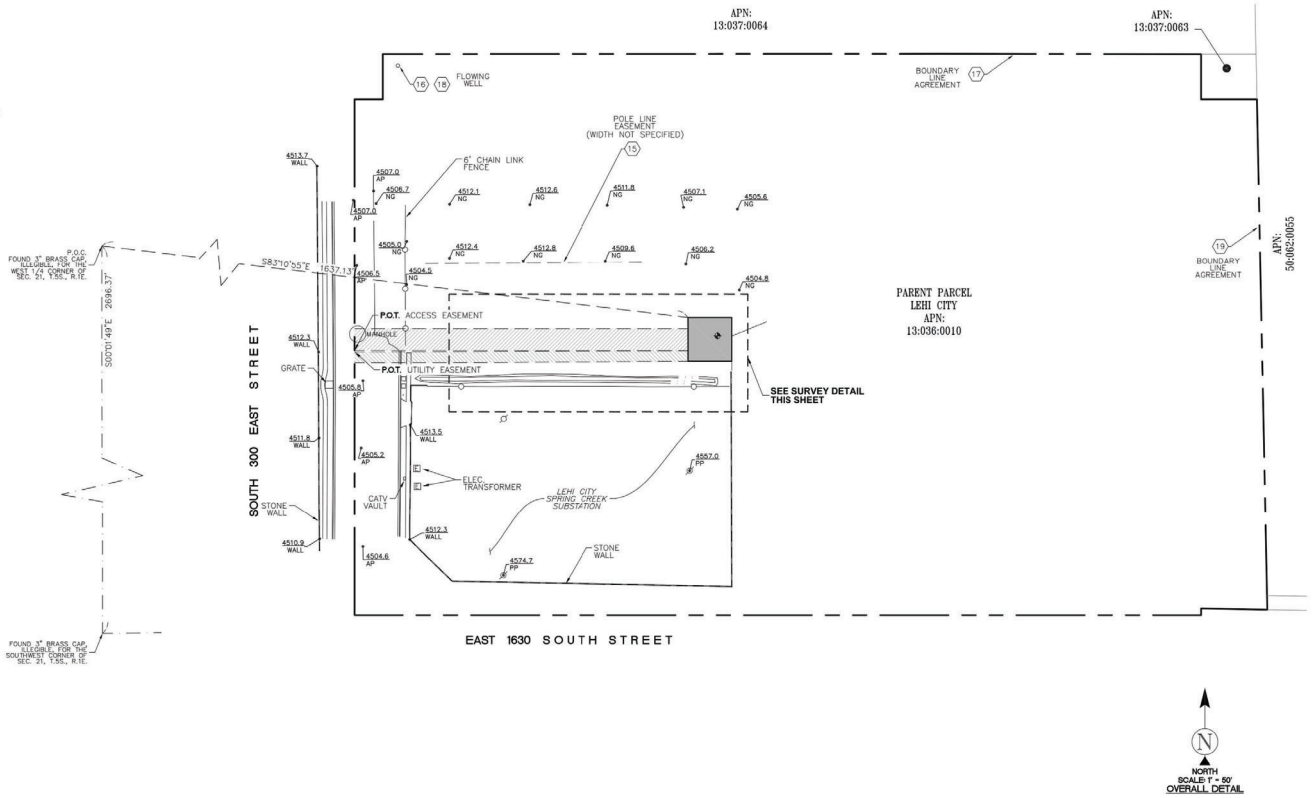
SURVEYOR'S NOTES
CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOW THE CURRENT NATIONAL MAP STANDARDS FOR VERTICAL ACCURACY.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

ACCESS NOTE
RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSOR'S PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.



SITE PLAN

AT&T

ambit consulting
4645 S LAKESHORE DR. #14
TEMPE, ARIZONA 85282
PH. (480) 659-4072
www.ambitconsulting.us

PLANS PREPARED BY:

Trylon

1825 W. WALNUT HILL LANE SUITE 302
IRVING, TX 75038

NO.	DATE	DESCRIPTION	BY
A	04/02/22	PRELIMINARY	RR
0	04/27/22	DESIGN (C)	SB
1	04/06/23	DESIGN (C)	SB

SITE INFORMATION:
SITE #: UTL04106
SITE NAME: LEHI_RELO
FA#: 15141299
USID#: 318098

1555 S 300 E
LEHI, UT 84043

UTAH COUNTY

SEAL:



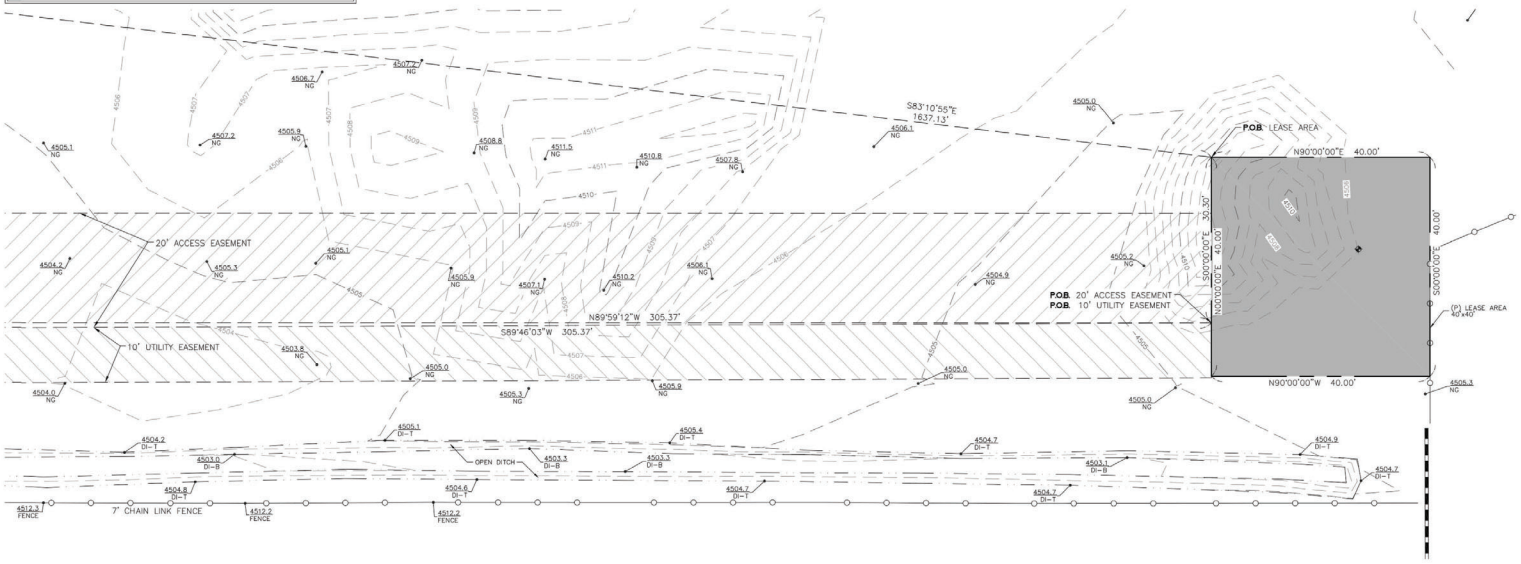
SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
LS-1

LEGEND

AP ASPHALT	UTILITY MANHOLES
CMU CONCRETE MASONRY UNIT	UTILITY POLE
CONC CONCRETE	POSITION OF GEODETIC COORDINATES
TBC TOP BACK OF CURB	SPOT ELEVATION
PP POWER POLE	CMU WALLS
NG NATURAL GRADE	CHAIN LINK FENCE
DI-T DITCH TOP	CURBLINES
DI-B DITCH BOTTOM	SUBJECT PROPERTY LINE
WALL TOP OF WALL	ADJACENT PROPERTY LINE
	EASEMENT LINES
	LEASE AREA LIMITS
	MAJOR CONTOUR INTERVAL
	MINOR CONTOUR INTERVAL

POSITION OF GEODETIC COORDINATES
LATITUDE 40° 22' 08.92" (40.3691444') NORTH (NAD83)
LONGITUDE 111° 50' 35.44" (111.843178') WEST (NAD83)
GROUND ELEVATION @ 4506.0' (NAVD88)



LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH STATE CENTRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221

COMMENCING AT THE MONUMENTED WEST QUARTER CORNER OF SAID SECTION; FROM WHICH THE MONUMENTED SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°01'49" EAST, 2696.37 FEET; THENCE SOUTH 83°10'55" EAST, 1637.13 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST, 40.00 FEET; THENCE SOUTH 00°00'00" EAST, 40.00 FEET; THENCE NORTH 90°00'00" WEST, 40.00 FEET; THENCE NORTH 00°00'00" EAST, 40.00 FEET RETURNING TO THE POINT OF BEGINNING.

CONTAINING 1600 SQUARE FEET (0.37 ACRES) OF LAND, MORE OR LESS.

ACCESS EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING A 20.00 FEET WIDE STRIP OF LAND, LYING NORTHERLY OF THE FOLLOWING DESCRIBED SIDELINES:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH STATE CENTRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221

COMMENCING AT THE MONUMENTED WEST QUARTER CORNER OF SAID SECTION; FROM WHICH THE MONUMENTED SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°01'49" EAST, 2696.37 FEET; THENCE SOUTH 83°10'55" EAST, 1637.13 FEET; THENCE SOUTH 00°00'00" EAST, 30.30 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89°59'12" WEST, 305.37 FEET MORE OR LESS TO THE CENTERLINE OF SOUTH 300 EAST STREET, BEING THE POINT OF TERMINUS.

THE SIDES OF WHICH ARE TO BE LENGTHENED OR SHORTENED SO AS TO ALLOW FOR NO GAPS OR OVERLAPS AND ABUT SAID CENTERLINE.

EXCEPTING THEREFROM ANY PORTION WITHIN THE RIGHT OF WAY OF SAID STREET.

UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING A 10.00 FEET WIDE STRIP OF LAND, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED SIDELINES:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH STATE CENTRAL ZONE STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99994221

COMMENCING AT THE MONUMENTED WEST QUARTER CORNER OF SAID SECTION; FROM WHICH THE MONUMENTED SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 00°01'49" EAST, 2696.37 FEET; THENCE SOUTH 83°10'55" EAST, 1637.13 FEET; THENCE SOUTH 00°00'00" EAST, 30.30 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89°46'03" WEST, 305.37 FEET MORE OR LESS TO THE CENTERLINE OF SOUTH 300 EAST STREET, BEING THE POINT OF TERMINUS.

THE SIDES OF WHICH ARE TO BE LENGTHENED OR SHORTENED SO AS TO ALLOW FOR NO GAPS OR OVERLAPS AND ABUT SAID CENTERLINE.

EXCEPTING THEREFROM ANY PORTION WITHIN THE RIGHT OF WAY OF SAID STREET.

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

SITE PLAN

AT&T

4645 S LAKESHORE DR. #14
TEMPE, ARIZONA 85282
PH. (480) 659-4072
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PLANS PREPARED BY:

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1825 W. WALNUT HILL LANE SUITE 302
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NO.	DATE	DESCRIPTION	BY
A	04/02/22	PRELIMINARY	RR
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SITE INFORMATION:
SITE #: UTL04106
SITE NAME: LEHI_RELO
FA#: 15141299
USID#: 318098

1555 S 300 E
LEHI, UT 84043

UTAH COUNTY

SEAL:

PROFESSIONAL LAND SURVEYOR
#726803
MATTHEW R. FORD
STATE OF UTAH

SHEET TITLE:

SITE DETAIL

SHEET NUMBER:

LS-2

PARENT PARCEL LEGAL DESCRIPTION

THE FOLLOWING LAND OF LEHI CITY, A MUNICIPAL CORPORATION:
COMMENCING 8.25 CHAINS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 11.75 CHAINS; THENCE SOUTH 7.16 CHAINS; THENCE EAST 11.75 CHAINS; THENCE NORTH 7.16 CHAINS TO THE POINT OF BEGINNING, AS CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 13707 IN BOOK 694 AT PAGE 464 OF OFFICIAL RECORDS.

BEING ALSO DESCRIBED AS FOLLOWS:
COMMENCING 33 AND 1/2 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 46 AND 1/2 RODS; THENCE SOUTH 28 AND 2/3 RODS; THENCE EAST 46 AND 1/2 RODS; THENCE NORTH 28 AND 2/3 RODS TO THE PLACE OF BEGINNING, AS CONVEYED BY THAT CERTAIN QUIT CLAIM DEED, RECORDED AS ENTRY NO. 14369 IN BOOK 696 AT PAGE 64 OF OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION ACQUIRED UNDER BOUNDARY LINE AGREEMENT BY AND BETWEEN LEHI CITY CORPORATION AND KENT G. BUCKWALTER AND MARILYN BUCKWALTER, RECORDED JULY 1, 1982 AS ENTRY NO. 16448 IN BOOK 1989 AT PAGE 222 OF OFFICIAL RECORDS, LYING ADJACENT SOUTHERLY OF THE FOLLOWING DESCRIBED BOUNDARY LINE:
BEGINNING AT FENCE CORNER LOCATED NORTH 46.30 FEET AND EAST 1345.88 FEET FROM THE WEST ONE QUARTER CORNER SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°58'36" EAST 509.81 FEET; THENCE ALONG SAID FENCE SOUTH 89°56'11" EAST 294.31 FEET TO A FENCE CORNER EXTENDED PAST THE NORTHEASTERLY CORNER OF THE HISTORIC PARCEL OWNED BY SAID LEHI CITY.

TOGETHER WITH THAT PORTION ACQUIRED UNDER BOUNDARY LINE AGREEMENT, BY AND BETWEEN ORAL DEAN HANSEN AND MARY ELIZABETH HANSEN, AND LEHI CITY, A MUNICIPAL CORPORATION, RECORDED MAY 31, 1996 AS ENTRY NO. 45769 IN BOOK 3984 AT PAGE 576 OF OFFICIAL RECORDS, LYING ADJACENT WESTERLY OF THE FOLLOWING DESCRIBED BOUNDARY LINE:
BEGINNING AT A POINT IN AN EXISTING FENCE LINE ON THE NORTH LINE OF A UTAH COUNTY ROAD, SAID POINT BEING SOUTH 0°01'20" EAST 462.89 FEET ALONG THE SECTION LINE AND EAST 2155.98 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, AND RUNNING THENCE NORTH 01°09'36" WEST 483.51 FEET ALONG A FENCE LINE; THENCE NORTH 08°14'40" EAST 26.48 FEET ALONG A FENCE LINE.

LESS AND EXCEPT THEREFROM ALL THAT PORTION LOCATED WITHIN, AND ALSO DIRECTLY EASTERLY OF, THAT LAND IDENTIFIED AS UTAH COUNTY TAX ID NO. 13-037-0063, CONVEYED IN THAT CERTAIN QUIT CLAIM DEED, IN FAVOR OF CLORA M. BUCKWALTER AND BRADLEY KENT BUCKWALTER, TRUSTEES OF THE KENT G. BUCKWALTER TRUST DATED DECEMBER 11, 1997, CREATED BY KENT G. BUCKWALTER, AS SETTLOR, AND AMENDED AND RESTATED ON FEBRUARY 27, 2004, RECORDED AUGUST 7, 2015 AS ENTRY NO. 71697:2015 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT NORTH 46.24 FEET AND EAST 1346.09 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0.93 FEET; THENCE NORTH 89°59'47" EAST 509.6 FEET; THENCE SOUTH 89°58'15" EAST 288.27 FEET; THENCE SOUTH 42.13 FEET; THENCE EAST 1.13 FEET; THENCE SOUTH 1.08 FEET; THENCE SOUTH 89°53'45" WEST 49.5 FEET; THENCE NORTH 42.43 FEET; THENCE NORTH 89°56'11" WEST 239.9 FEET; THENCE SOUTH 89°58'36" WEST 509.6 FEET TO THE POINT OF BEGINNING.

SAID LAND BEING ALSO DESCRIBED BY THE UTAH COUNTY RECORDER'S OFFICE AS FOLLOWS:
COMMENCING NORTH 2676.75 FEET AND WEST 485.73 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 01°09'36" EAST 467.77 FEET; THENCE NORTH 88°55'28" WEST 60.58 FEET; THENCE SOUTH 6.02 FEET; THENCE WEST 775.5 FEET; THENCE NORTH 472.56 FEET; THENCE EAST 25.79 FEET; THENCE NORTH 41.5 FEET; THENCE NORTH 89°58'36" EAST 509.81 FEET; THENCE SOUTH 89°56'11" EAST 239.9 FEET; THENCE SOUTH 41.44 FEET; THENCE SOUTH 89°59'43" EAST 51.1 FEET TO THE POINT OF BEGINNING.

NOTE: FOR INFORMATION PURPOSE ONLY: KNOWN AS TAX ID NO. 13-036-0010

SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT NUMBER 6-17-2006, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED FEBRUARY 23, 2022. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

ITEMIZED NOTES:

GENERAL EXCEPTION

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I–REQUIREMENTS ARE MET.
(THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)

STANDARD EXCEPTIONS

2. TAXES OR ASSESSMENTS WHICH ARE NOT NOW PAYABLE OR WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENT ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
(NOT A SURVEY MATTER – NOT SHOWN)

3. ANY FACTS, INTEREST, OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION, OR CLAIMING TO BE IN POSSESSION, THEREOF.
(BLANKET IN NATURE)

4. EASEMENTS, LIENS, ENCUMBRANCES, OR CLAIMS OF EASEMENTS, LIENS OR ENCUMBRANCES WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
(BLANKET IN NATURE)

5. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
(BLANKET IN NATURE)

6. UNPATENTED MINING CLAIMS, RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF, INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING BUT NOT LIMITED, EASEMENTS OR EQUITABLE SERVITUDES, WATER RIGHTS, OR CLAIMS OR TITLE TO WATER.
(BLANKET IN NATURE)

7. ANY LIENS, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL THERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
(NOT A SURVEY MATTER – NOT SHOWN)

8. ANY SERVICE, INSTALLATIONS, CONNECTIONS, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, OR GARBAGE.
(NOT A SURVEY MATTER – NOT SHOWN)

NOTE: GENERAL EXCEPTION 1 AND STANDARD EXCEPTIONS 2 – 8 WILL BE DELETED ON ANY EXTENDED COVERAGE LOAN POLICY.

SPECIAL EXCEPTIONS

9. 2022 GENERAL PROPERTY TAXES ARE ACCRUING AND ARE NOT YET DUE AND PAYABLE UNDER TAX ID NO. 13-036-0010.
2021 GENERAL PROPERTY TAXES FOR THE YEAR WERE GIVEN AN EXEMPTION AND/OR TAX RELIEF.
**PLEASE CONTACT THE COUNTY TREASURER'S OFFICE FOR PARTICULARS.
(NOT A SURVEY MATTER – NOT SHOWN)

10. SUBJECT PROPERTY IS INCLUDED WITHIN THE BOUNDARIES OF TAX DISTRICT 10 AND IS SUBJECT TO THE CHARGES AND ASSESSMENTS THEREOF. FOR STATUS OF THE ACCOUNT CONTACT:
– UTAH LAKE CONTROL DRAINAGE DISTRICT
– LEHI CITY METROPOLITAN WATER DISTRICT
– NORTH UTAH COUNTY WATER CONSERVANCY DISTRICT
– TIMPANOGOS SPECIAL SERVICE DISTRICT
– UTAH VALLEY ROAD SPECIAL SERVICE DISTRICT
(NOT A SURVEY MATTER – NOT SHOWN)

11. WATER RIGHTS, OR CLAIMS OR TITLE TO WATER.
(BLANKET IN NATURE)

12. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, GEOTHERMAL RESOURCES, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, AND/OR UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS; THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
(BLANKET IN NATURE)

13. RESERVATIONS AND CONDITIONS IN THE UNITED STATES PATENT RECORDED NOVEMBER 5, 1879 IN BOOK G AT PAGE 149 (FOR THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST) AND ALSO THE UNITED STATES PATENT RECORDED DECEMBER 7, 1905 AS ENTRY NO. 4294 IN BOOK 72 AT PAGE 542 (FOR THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 EAST) OF OFFICIAL RECORDS, WHICH STATE IN PART: SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING OR OTHER PURPOSES AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS AS MAY BE RECOGNIZED AND ACKNOWLEDGED BY THE LOCAL CUSTOMS, LAWS, AND DECISIONS OF COURTS, AND ALSO SUBJECT TO THE RIGHT OF A PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS PROVIDED BY LAW.
(BLANKET IN NATURE)

14. AN EXISTING EASEMENT AND RIGHT OF WAY OF THE PUBLIC AND OTHERS FOR ROADWAY AND UTILITY PURPOSES OVER THOSE PORTIONS LOCATED WITHIN THE STREETS KNOWN AS 1630 SOUTH STREET OVER THE SOUTHERLY PORTION, AND 300 EAST STREET OVER THE WESTERLY PORTION, AS DISCLOSED BY VISUAL REVIEW.
(EASEMENT UNDEFINED – NOT SHOWN)

15. POLE LINE EASEMENT, IN FAVOR OF UTAH POWER & LIGHT COMPANY, FOR ELECTRICAL TRANSMISSION, DISTRIBUTION, TELEPHONE CIRCUITS AND INCIDENTAL RIGHTS AND PURPOSES THEREUNDER, RECORDED FEBRUARY 18, 1956 AS ENTRY NO. 2263 IN BOOK 705 AT PAGE 199 OF OFFICIAL RECORDS.
(AS SHOWN ON SURVEY)

16. EASEMENTS AND RIGHTS OF WAY FOR ACCESS, USE AND MAINTENANCE FOR THE WELLS FOR WATER LOCATED ON THE LAND, AS DISCLOSED BY MESNE INSTRUMENTS OF RECORD, INCLUDING WITHOUT LIMITATION THE FOLLOWING:
A) CERTIFICATE OF APPROPRIATION OF WATER, RECORDED NOVEMBER 10, 1951 AS ENTRY NO. 11999 IN BOOK 590 AT PAGE 148 OF OFFICIAL RECORDS.
B) CERTIFICATE OF PERMANENT CHANGE OF POINT OF DIVERSION, PLACE, PURPOSE OF USE OF WATER, BY THE STATE OF UTAH, RECORDED JANUARY 31, 1969 AS ENTRY NO. 1106 IN BOOK 1135 AT PAGE 58 OF OFFICIAL RECORDS.
(BLANKET IN NATURE, FLOWING WELL AS SHOWN ON SURVEY)

17. BOUNDARY LINE AGREEMENT, AND THE TERMS, COVENANTS TO RUN WITH THE LAND, AND CONDITIONS AND MATTERS SET FORTH THEREIN, BY AND BETWEEN LEHI CITY CORPORATION, AS PARTY/PARTIES OF THE FIRST PART, AND KENT G. BUCKWALTER AND MARILYN BUCKWALTER, AS PARTY/PARTIES OF THE SECOND PART.
RECORDED: JULY 1, 1982
ENTRY NO.: 16448
BOOK : 1989
PAGE: 222, OF THE OFFICIAL RECORDS
(AS SHOWN ON SURVEY)

18. EASEMENT AGREEMENT, BY AND BETWEEN LEHI CITY CORPORATION, AND KENT BUCKWALTER, AND THE EASEMENT FOR A FLOWING WELL AND ACCESS TO AND FROM, TOGETHER WITH MAINTENANCE AND INCIDENTAL RIGHTS AND PURPOSES THEREUNDER, TERMS, COVENANT TO RUN WITH THE LANDS, CONDITIONS AND MATTERS SET FORTH THEREIN, RECORDED JULY 1, 1982 AS ENTRY NO. 16449 IN BOOK 1989 AT PAGE 225 OF OFFICIAL RECORDS.
(BLANKET IN NATURE, FLOWING WELL AS SHOWN ON SURVEY)

SCHEDULE "B" NOTE (CONTINUED)

19. BOUNDARY LINE AGREEMENT, AND THE TERMS, COVENANTS TO RUN WITH THE LAND, AND CONDITIONS AND MATTERS SET FORTH THEREIN, BY AND BETWEEN ORAL DEAN HANSEN AND MARY ELIZABETH HANSEN, HUSBAND AND WIFE, AS PARTY/PARTIES OF THE FIRST PART, AND LEHI CITY, A MUNICIPAL CORPORATION, AS PARTY/PARTIES OF THE SECOND PART.
RECORDED: MAY 31, 1996
ENTRY NO.: 45769
BOOK : 3984
PAGE: 576, OF THE OFFICIAL RECORDS
(AS SHOWN ON SURVEY)

20. RESOLUTION NO. 1999-33, ANNEXING ADDITIONAL AREA INTO THE TIMPANOGOS SPECIAL SERVICE DISTRICT, AND THE TERMS, CONDITIONS, AND LIMITATIONS CONTAINED THEREIN:
RECORDED: MAY 11, 1999
ENTRY NO.: 54761
BOOK: 5081
PAGE: 290, OF THE OFFICIAL RECORDS
(BLANKET IN NATURE)

21. ORDINANCE NO. 2005-32, AN ORDINANCE AMENDING THE GENERAL PLAN OF UTAH COUNTY, UTAH, PROVIDING FOR A LARGE SCALE UTILITY LINE CORRIDOR FOR AN UPGRADE OF A SINGLE-CIRCUIT 138 KV TRANSMISSION LINE TO A DOUBLE-CIRCUIT138KV TRANSMISSION LINE, AND THE MATTERS SET FORTH THEREIN, RECORDED DECEMBER 7, 2005 AS ENTRY NO. 141633:2005 OF OFFICIAL RECORDS.

ORDINANCE NO. 2005-33, AN ORDINANCE AMENDING THE GENERAL PLAN OF UTAH COUNTY, UTAH, PROVIDING FOR A LARGE SCALE UTILITY LINE CORRIDOR FOR AN UPGRADE OF A SINGLE-CIRCUIT 138 KV TRANSMISSION LINE TO A DOUBLE-CIRCUIT138KV TRANSMISSION LINE, AND THE MATTERS SET FORTH THEREIN, RECORDED DECEMBER 22, 2005 AS ENTRY NO. 147905:2005 OF OFFICIAL RECORDS.
(BLANKET IN NATURE)

22. RESOLUTION CREATING THE UTAH VALLEY ROAD SPECIAL SERVICE DISTRICT AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN:
RECORDED: APRIL 21, 2009
ENTRY NO.: 42373:2009, OF THE OFFICIAL RECORDS

CERTIFICATE OF CREATION OF THE UTAH VALLEY ROAD SERVICE DISTRICT, AND THE TERMS, CONDITIONS, AND LIMITATIONS CONTAINED THEREIN:
RECORDED: MAY 8, 2009
ENTRY NO.: 50963:2009, OF THE OFFICIAL RECORDS
(NOT A SURVEY MATTER – NOT SHOWN)

23. THE LAND WAS ANNEXED INTO LEHI CITY, AS SET FORTH IN THE FOLLOWING:
A) NOTICE OF IMPENDING BOUNDARY ACTION, FOR THE SPRING CREEK RESERVOIR ANNEXATION INTO LEHI CITY, AND THE MATTERS SET FORTH THEREIN, RECORDED FEBRUARY 16, 2011 AS ENTRY NO. 14167:2011 OF OFFICIAL RECORDS.
B) CERTIFICATE OF ANNEXATION, AND THE MATTERS SET FORTH THEREIN, RECORDED FEBRUARY 16, 2011 AS ENTRY NO. 14168:2011 OF OFFICIAL RECORDS.
C) PLAT OF SPRING CREEK RESERVOIR ANNEX, AND THE MATTERS SET FORTH THEREON, RECORDED FEBRUARY 16, 2011 AS ENTRY NO. 14169:2011 OF OFFICIAL RECORDS.
D) ORDINANCE NO. 12-14-10.17, AN ORDINANCE APPROVING THE ANNEXATION OF THE SPRING CREEK RESERVOIR ANNEXATION TO LEHI CITY, AND THE MATTERS SET FORTH THEREIN, RECORDED FEBRUARY 16, 2011 AS ENTRY NO. 14170:2011 OF OFFICIAL RECORDS.
(BLANKET IN NATURE)

24. THE LAND IS INCLUDED WITHIN THE BOUNDARIES OF THE NORTH POINTE SOLID WASTE SERVICE DISTRICT, AS DISCLOSED BY THAT CERTAIN PLAT MAP RECORDED NOVEMBER 24, 2014 AS ENTRY NO.: 84541:2014 OF OFFICIAL RECORDS.
(NOT A SURVEY MATTER – NOT SHOWN)

25. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
(BLANKET IN NATURE)

26. THE RIGHTS OF PARTIES IN POSSESSION OF SUBJECT PROPERTY UNDER UNRECORDED CONTRACTS, LEASES, RENTAL OR OCCUPANCY AGREEMENTS AND ANY CLAIM AND/OR CLAIM LIENS THEREUNDER.
(BLANKET IN NATURE)

TITLE WORK

AT&T

4645 S LAKESHORE DR #14
TEMPE, ARIZONA 85282
PH. (480) 659-4072
www.ambitconsulting.us
ambit consulting

PLANS PREPARED BY:

Trylon

1825 W. WALNUT HILL LANE SUITE 302
IRVING, TX 75038

NO.	DATE	DESCRIPTION	BY
A	04/02/22	PRELIMINARY	RR
0	04/27/22	DESIGN (C)	SB
1	04/06/23	DESIGN (C)	SB

SITE INFORMATION

SITE #: UTL04106
SITE NAME: LEHI_RELO
FA#: 15141299
USID#: 318098

1555 S 300 E
LEHI, UT 84043

UTAH COUNTY

SEAL:

PROFESSIONAL LAND SURVEYOR
13726803
MATTHEW R. FORD
STATE OF UTAH

SHEET TITLE:

NOTES

SHEET NUMBER:

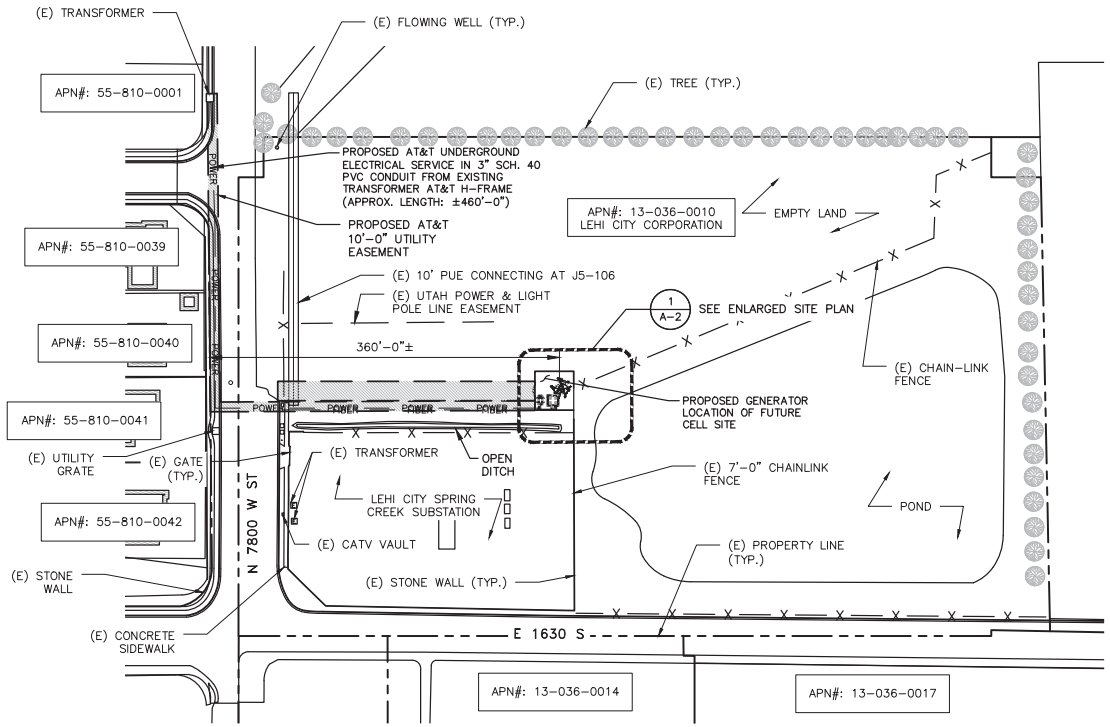
LS-3

LEGEND

EXISTING TREES/SHRUBS	
ACCESS ROAD	
EXISTING BUILDING	
FENCE LINE	—X—
TREE/BUSH LINE	
PROPERTY LINE	
EASEMENT LINE	
UTILITY POLE	
OVERHEAD WIRE	— O/H—

GENERAL NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE CONTRACTOR SHALL NOTIFY THE AT&T CONSTRUCTION MANAGER IN WRITING, OF ANY CONFLICT, ERRORS OR OMISSION PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
5. THE SCOPE OF THE WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT (800) 424-5555 PRIOR TO EXCAVATION AT SITE.
8. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
9. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
10. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
11. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
12. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
13. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
14. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED IN ANY FILL OR EMBANKMENT.
15. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
16. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS.
17. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION, EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
18. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.
19. AT&T CONTRACTOR RESPONSIBILITIES:
    a. INSTALLATION OF POWER AND TELCO CONDUIT FROM MULTI-GANG METER RACK AND TELCO DEMARCATION.
    b. INSTALLATION OF WAVE GUIDE SUPPORT FROM AT&T LEASED AREA TO TOWER BASE.
    c. POWER AND FIBER LINES FROM AT&T GROUND EQUIPMENT TO ANTENNA MOUNT LOCATION ON TOWER.
    d. AT&T ANTENNAS, RRU's AND APPURTENANT AT&T EQUIPMENT TO ANTENNA MOUNTING PLATFORM AT RAD CENTER IN ACCORDANCE WITH AT&T RFDS.





AERIAL VIEW 2

TRUE NORTH

0 32' 64' 128'

SCALE: 1/128"=1'-0" (11x17)
(OR) 1/64"=1'-0" (22x34)

OVERALL SITE PLAN 1

AT&T
7670 S. CHESTER ST.
CENTENNIAL, CO. 80112

smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
ANNAPOLIS, MD 21401

Trylon
1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	06/28/22	90% CD	SKY
B	07/13/22	90% CD	SKY
C	07/27/22	90% CD	SKY
0	08/05/22	100% CD	NPP
1	02/10/23	90% CD	SKY
2	02/18/23	90% CD	SKY
3	03/25/23	90% CD	SKY
3	04/01/23	90% CD	SKY
4	04/12/23	90% CD	SKY

PROFESSIONAL ENGINEER
4/14/2023
No. 13251590-2202
MICHAEL S. MOORE
STATE OF UTAH

SITE INFORMATION

LTE 1C/2C/3C/4C/5C/5G NR 1SR
UTL04106

LEHI_RELO

FA#: 15141299

USID: 318098

SITE ADDRESS:
1555 SOUTH 300 EAST LEHI, UT 84043
UTAH COUNTY

SHEET DESCRIPTION

OVERALL SITE PLAN

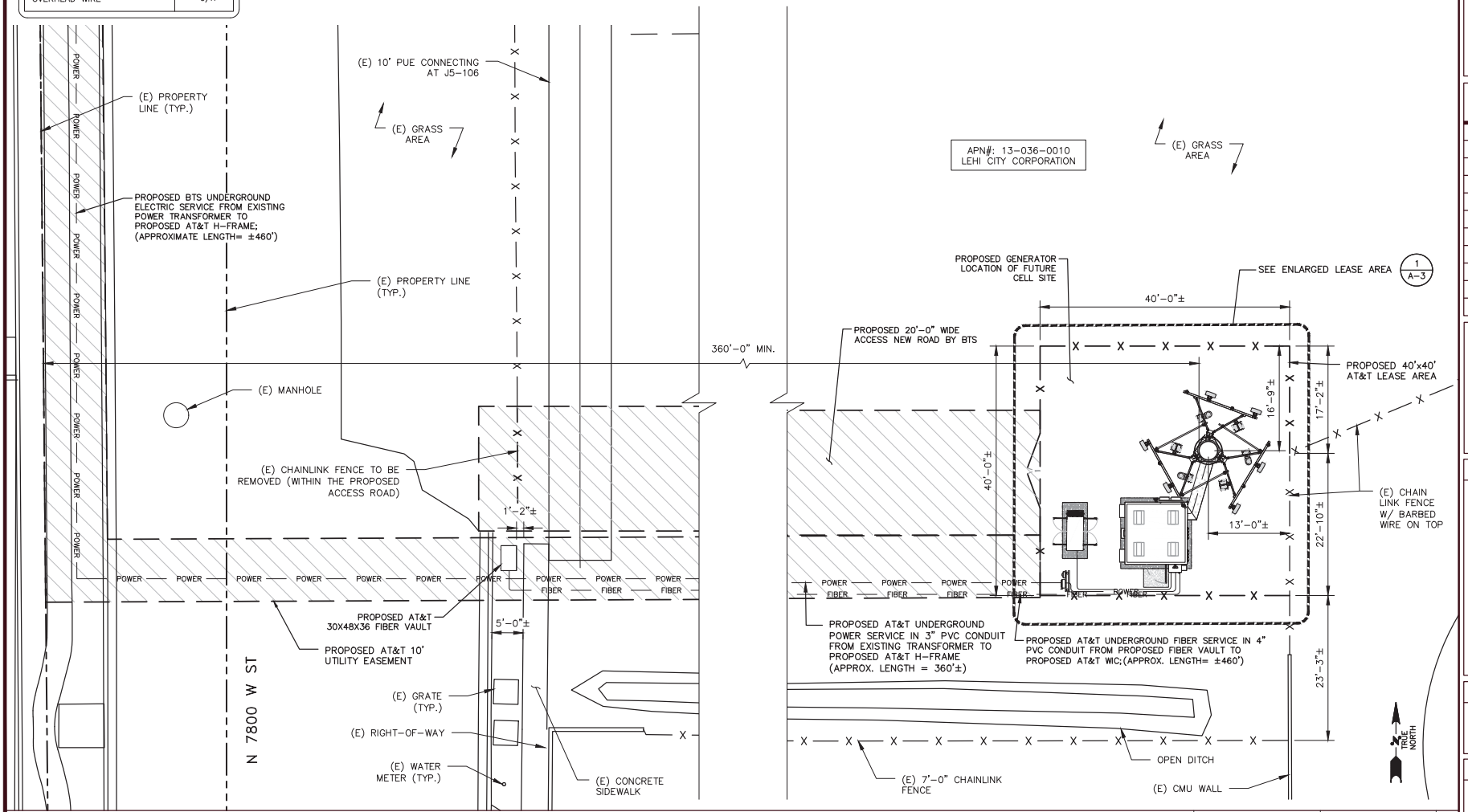
SHEET NO.

A-1

LEGEND

EXISTING TREES/SHRUBS	
ACCESS ROAD	
EXISTING BUILDING	
FENCE LINE	—X—
TREE/BUSH LINE	
PROPERTY LINE	
EASEMENT LINE	
UTILITY POLE	
POWER LINE	— POWER —
OVERHEAD WIRE	— O/H—

NOTE:
THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.



ENLARGED SITE PLAN

0 4' 8' 16'

SCALE: 1/16"=1'-0" (11x17)
(OR) 1/8"=1'-0" (22x34)

1

AT&T
7670 S. CHESTER ST.
CENTENNIAL, CO. 80112

smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
ANNAPOLIS, MD 21401

Trylon
1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	06/28/22	90% CD	SKY
B	07/13/22	90% CD	SKY
C	07/27/22	90% CD	SKY
0	08/05/22	100% CD	NPP
1	02/10/23	90% CD	SKY
2	02/18/23	90% CD	SKY
3	03/25/23	90% CD	SKY
3	04/01/23	90% CD	SKY
4	04/12/23	90% CD	SKY

PROFESSIONAL ENGINEER
4/14/2023
No. 13251590-2202
MICHAEL S. MOORE
STATE OF UTAH

SITE INFORMATION

LTE 1C/2C/3C/4C/5C/5G NR 1SR
UTL04106

LEHI_RELO

FA#: 15141299

USID: 318098

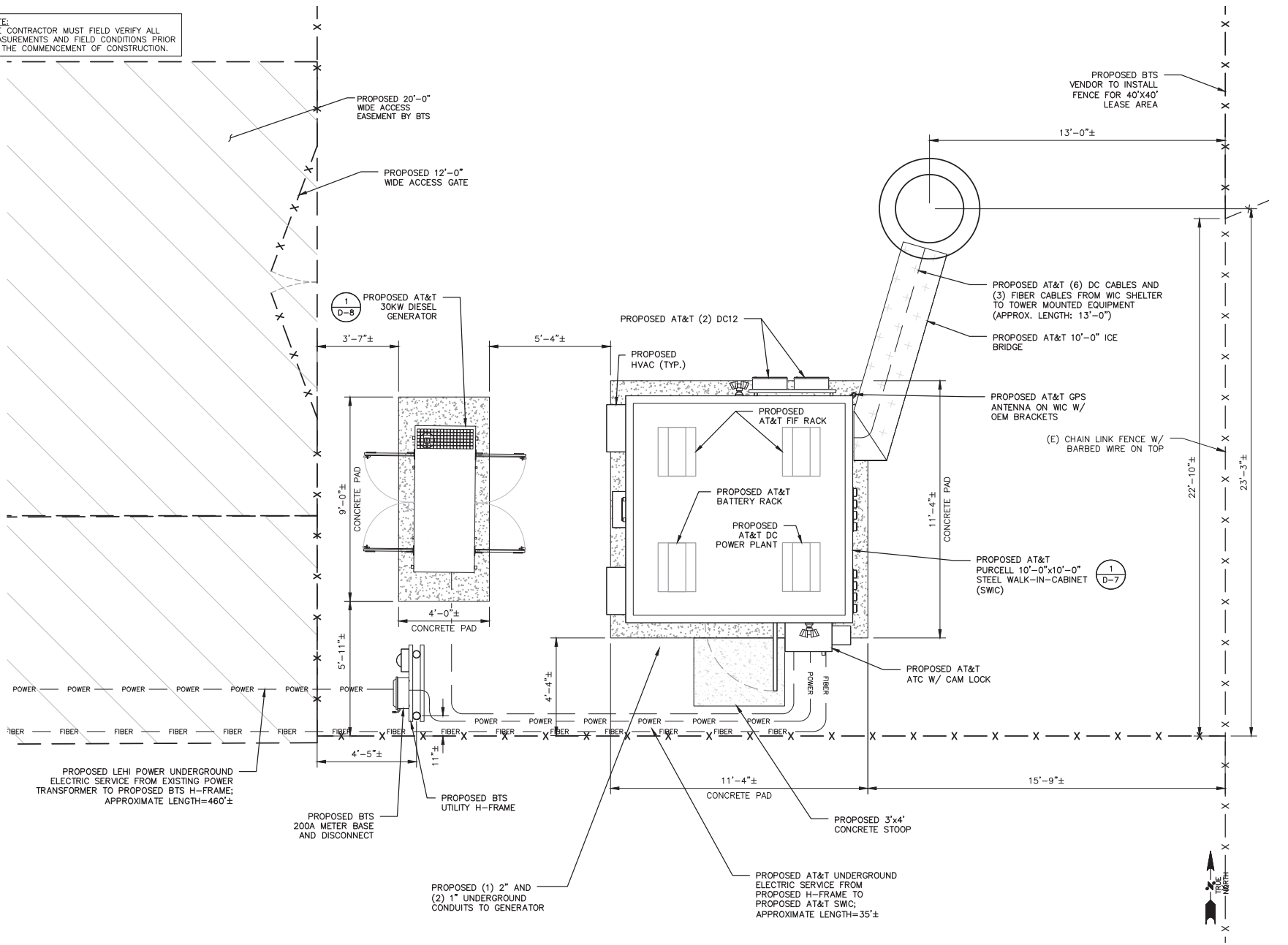
SITE ADDRESS:
1555 SOUTH 300 EAST LEHI, UT 84043
UTAH COUNTY

SHEET DESCRIPTION

ENLARGED SITE PLAN

SHEET NO.

A-2



AT&T
7670 S. CHESTER ST.
CENTENNIAL, CO. 80112

smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
ANNAPOLIS, MD 21401

Trylon
1825 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-855-669-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	06/28/22	90% CD	SKY
B	07/13/22	90% CD	SKY
C	07/27/22	90% CD	SKY
0	08/05/22	100% CD	NPP
1	02/10/23	90% CD	SKY
2	02/18/23	90% CD	SKY
3	03/25/23	90% CD	SKY
3	04/01/23	90% CD	SKY
4	04/12/23	90% CD	SKY

PROFESSIONAL ENGINEER
4/14/2023
No. 13251590-2202
MICHAEL S. MOORE
STATE OF UTAH

SITE INFORMATION

LTE 1C/2C/3C/4C/5C/5G
NR 1SR
UTL04106

LEHI_RELO

FA#: 15141299

USID: 318098

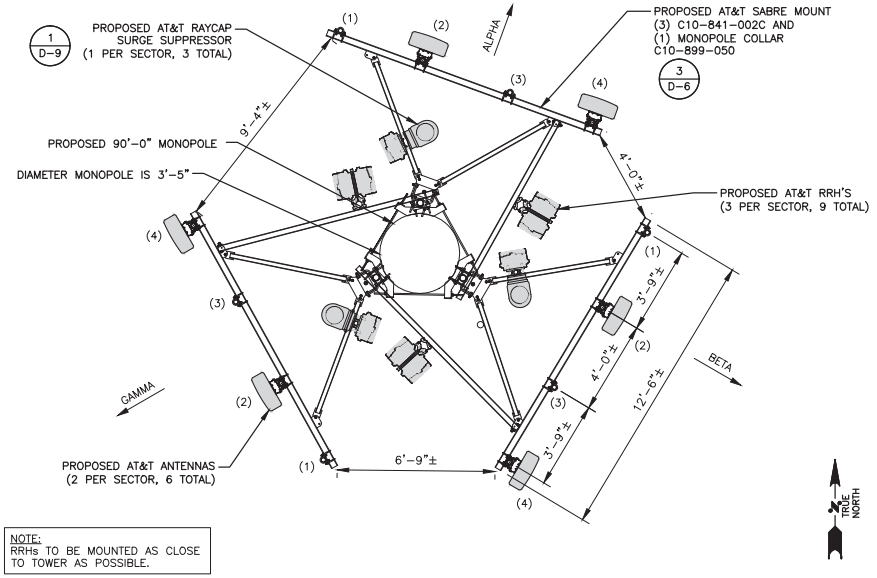
SITE ADDRESS:
1555 SOUTH 300
EAST LEHI, UT
84043
UTAH COUNTY

SHEET DESCRIPTION

ENLARGED LEASE AREA

SHEET NO.

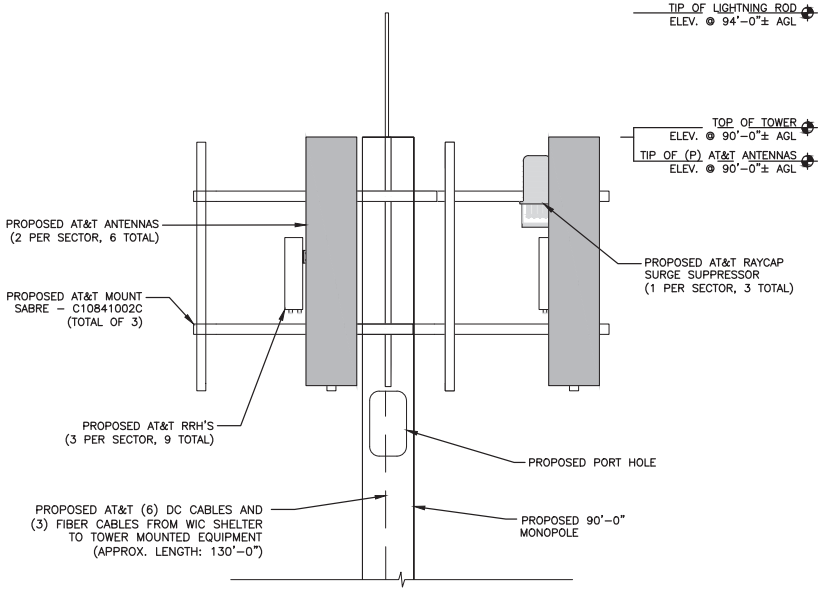
A-3



PROPOSED ANTENNA LAYOUT

SCALE: 3/16"=1'-0" (11x17)
(OR) 3/8"=1'-0" (22x34)

1



PROPOSED SECTOR PROFILE

SCALE: 1/4"=1'-0" (11x17)
(OR) 1/2"=1'-0" (22x34)

2

ANTENNA SCHEDULE

SECTOR	ANTENNA POSITION	TECHNOLOGY	MANUFACTURER	MODEL NUMBER	TIP HEIGHT	CABLE TYPE	APPROXIMATE CABLE LENGTH	SQUID	RADIO
ALPHA	1	-	-	-	-	(2) DC TRUNKS (1) FIBER TRUNK	-	(1) DC9-48-60-24-8C-EV	-
	2	LTE AWS/ LTE 700/ LTE1900	COMMSCOPE	NNH4-65C-R6-HG	90'-0"		130'-0"		(1) AIRSCALE DUAL 4T4R B5 160W AHCA**
	3	-	-	-	-		-		-
	4	LTE AWS/ LTE 700/ LTE1900	COMMSCOPE	NNH4-65C-R6-HG	90'-0"		130'-0"		(1) AIRSCALE DUAL 4T4R B12/14/29 370W AHLBBA** (1) AIRSCALE DUAL 4T4R B25/66 320W AHFIB**
BETA	1	-	-	-	-	(2) DC TRUNKS (1) FIBER TRUNK	-	(1) DC9-48-60-24-8C-EV	-
	2	LTE AWS/ LTE 700/ LTE1900	COMMSCOPE	NNH4-65C-R6-HG	90'-0"		130'-0"		(1) AIRSCALE DUAL 4T4R B5 160W AHCA**
	3	-	-	-	-		-		-
	4	LTE AWS/ LTE 700/ LTE1900	COMMSCOPE	NNH4-65C-R6-HG	90'-0"		130'-0"		(1) AIRSCALE DUAL 4T4R B12/14/29 370W AHLBBA** (1) AIRSCALE DUAL 4T4R B25/66 320W AHFIB**
GAMMA	1	-	-	-	-	(2) DC TRUNKS (1) FIBER TRUNK	-	(1) DC9-48-60-24-8C-EV	-
	2	LTE AWS/ LTE 700/ LTE1900	COMMSCOPE	NNH4-65C-R6-HG	90'-0"		130'-0"		(1) AIRSCALE DUAL 4T4R B5 160W AHCA**
	3	-	-	-	-		-		-
	4	LTE AWS/ LTE 700/ LTE1900	COMMSCOPE	NNH4-65C-R6-HG	90'-0"		130'-0"		(1) AIRSCALE DUAL 4T4R B12/14/29 370W AHLBBA** (1) AIRSCALE DUAL 4T4R B25/66 320W AHFIB**

* CONTRACTOR TO REFER TO FINAL RFDS FOR ALL RF DETAILS.
** OR SIMILAR

PROPOSED ANTENNA SCHEDULE

3/16"=1'-0" (11x17)
3/8"=1'-0" (22x34)

4

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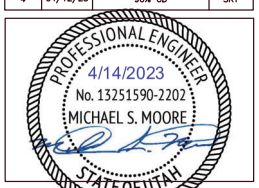
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3	03/25/23	90% CD	SKY
3	04/01/23	90% CD	SKY
4	04/12/23	90% CD	SKY



SITE INFORMATION

LTE 1C/2C/3C/4C/5C/5G
NR 1SR
UTL04106

LEHI_RELO

FA#: 15141299

USID: 318098

SITE ADDRESS:

1555 SOUTH 300
EAST LEHI, UT
84043
UTAH COUNTY

SHEET DESCRIPTION

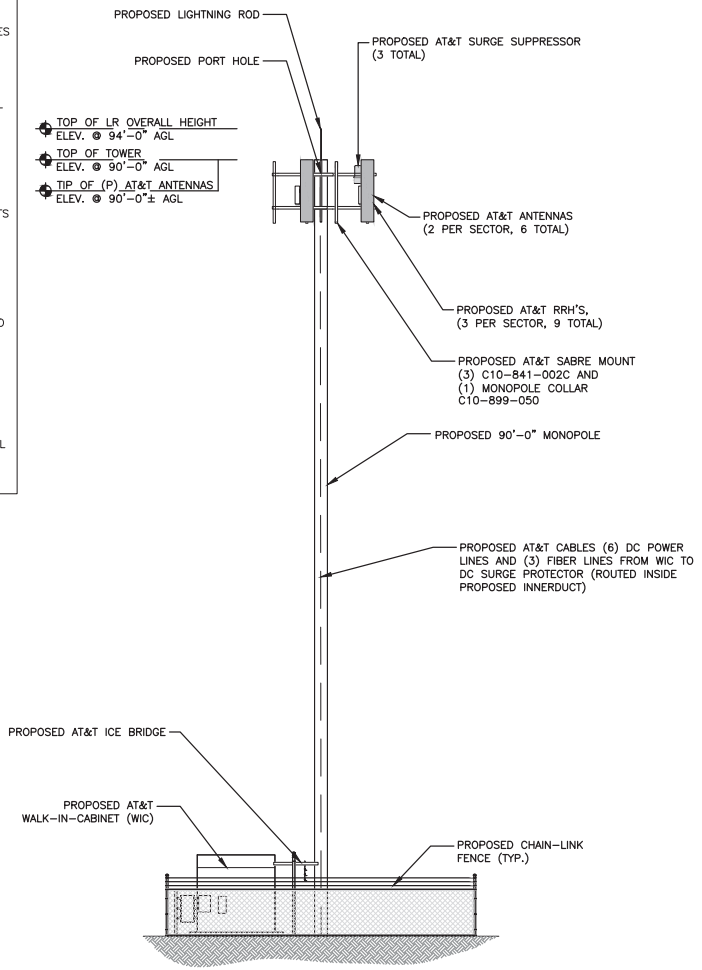
ANTENNA LAYOUT AND SCHEDULE

SHEET NO.

A-4

NOTES:

1. THESE DRAWINGS SHALL NOT BE RELIED UPON AS AN INDICATION THAT THE TOWER STRUCTURE, ITS COMPONENTS, AND ITS FOUNDATION HAVE ADEQUATE STRUCTURAL CAPACITY TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, MOUNTS, EQUIPMENT, AND COAXIAL CABLES. TRYLON HAS NOT PERFORMED A STRUCTURAL ANALYSIS ON THE TOWER, FOUNDATION, ANTENNA MOUNT, AND ALL ITS COMPONENTS. IT IS THE RESPONSIBILITY OF THE OWNER TO HAVE A STRUCTURAL ANALYSIS PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS PRIOR TO THE INSTALLATION OF ANY PROPOSED EQUIPMENT, COAXIAL CABLES, ANTENNAS, OR APPURTENANCES ON THE TOWER. THIS STRUCTURAL ANALYSIS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER REGISTERED IN UTAH.
2. INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES. ANTENNA WORK TO BE INSTALLED PER THE REQUIREMENTS OF THE TOWER MANUFACTURER'S SPECIFICATION.
3. ANTENNA AND MOUNT DESIGN MUST COMPLY WITH ANSI/TIA-222-H AND ALL LOCAL CODES.
4. CONTRACTOR TO PROVIDE THE PROPER COAX JUMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT.
5. CONTRACTOR TO GET THE LATEST AT&T RFDS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. CONTRACTOR SHOULD REFER TO FINAL RFDS FOR ALL RF DETAILS.
9. THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

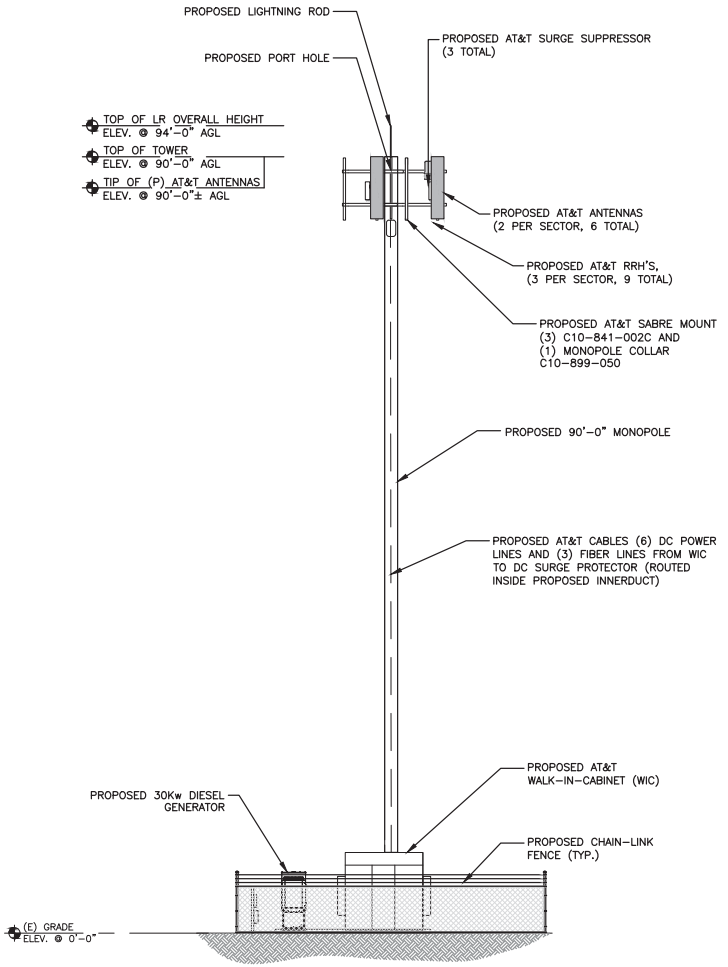


PROPOSED NORTHEAST ELEVATION

0 4' 8' 16'

SCALE: 1/16"=1'-0" (11x17)
(OR) 1/8"=1'-0" (22x34)

1



PROPOSED SOUTHEAST ELEVATION

0 4' 8' 16'

SCALE: 1/16"=1'-0" (11x17)
(OR) 1/8"=1'-0" (22x34)

2

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4	04/12/23	90% CD	SKY

PROFESSIONAL ENGINEER
4/14/2023
No. 13251590-2202
MICHAEL S. MOORE
STATE OF UTAH

SITE INFORMATION

LTE 1C/2C/3C/4C/5C/5G
NR 1SR
UTL04106

LEHI_RELO

FA#: 15141299

USID: 318098

SITE ADDRESS:

1555 SOUTH 300
EAST LEHI, UT
84043
UTAH COUNTY

SHEET DESCRIPTION

ELEVATIONS

SHEET NO.

A-5

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #35-2023 approval of the Serenity Studios Development Code Amendment adding additional uses to personal services.

Suggested Action:

Attachments:

CC Staff Report Serenity Studios Development Code Amendment 05.23.23.docx

Serenity Studios Development Code Amendments DRC 03.29.23.docx

Ord 35-2023.docx

Ch39Definitions- Personal Services Serenity Additions.pdf

SERENITY STUDIOS DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Heather Kesler
Meeting Date	May 23, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	March 29, 2023
Date of Planning Commission Review	April 27, 2023

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan.
3. Consistency and Compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties.
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

REPORT ANALYSIS

The applicant requests approval of a proposed Development Code Amendment to Chapter 39 Definitions. The proposed amendment was tabled at the April 13, 2023 Planning Commission meeting. The Planning Commission encouraged the applicant to change the definition for Personal Services instead of adding a new Light Body Art use. They also provided some directions on what they would like the definition to include. They also included some proposed changes during the April 27, 2023 Planning Commission meeting.

Staff worked with the applicant to add microblading, fine line micro tattoos, henna tattoos, permanent cosmetics and ear piercings to the definition of personal services. The applicant wants micro tattoos to include anything under six inches in length.

Staff also recommended changes to Body Art in order to clarify how different uses would be classified either as Body Art or Personal Services.

The DRC did not review these updated changes so their comments are no longer relevant.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission first reviewed the proposed amendment on April 13, 2023. The minutes and motion from that meeting follow:

2.1) Public hearing and recommendation of Heather Kesler's request for review of the Serenity Studios Development Code Amendment to Table 05.030-B and Chapter 39 adding a use for Light Body Art.
Brittney Harris presented the information on the agenda item.

The applicant, Heather Kesler, was present. She and the Commissioners discussed the item, along with Staff.

Commissioner Newall opened and closed the public hearing with no comments.

> **Motion:** Commissioner Jackson moved to table **Heather Kesler's request for review of the Serenity Studios Development Code Amendment to Table 05.030-B and Chapter 39 adding a use for Light Body Art** until the applicant and staff have the opportunity to review and discuss the request in further detail and suggest different language to give a specific definition of body art. Commissioner Carlson seconded.

Vote: Commissioner Everett, yes; Commissioner Bunker, yes; Commissioner Carlson, yes; Commissioner Newall, yes; Commissioner Jackson, yes. The motion passed unanimously.

The Planning Commission again reviewed the proposed amendment on April 27, 2023. The minutes and motion from this meeting are as follows:

2.1) Recommendation of Heather Kesler's request for review of the Serenity Studios Development Code Amendment adding additional uses to personal services. (Tabled from April 13th meeting)
Katie Bussell presented information on the agenda item. No DRC comments or public hearing item.

The applicant, Heather Kesler, was present. She felt like the definition covered the request. She wanted to clarify the tattoo preference. Piercings in general was her recommendation based on the personal service definition. Legal clarified there are State agencies that regulate safety.

Commissioner Newall opened and closed the public hearing.

> **Motion:** Commissioner Eyre moved to send a positive recommendation of **Heather Kesler's request for review of the Serenity Studios Development Code Amendment adding additional uses to personal services, recommending piercings in general, and removing the ear in the language and tattoos in general.** Including all findings stated in the report. Commissioner Jackson seconded.

Vote: Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Britton, yes. The motion passed unanimously.

Serenity Studios Development Code Amendments
DRC Redline Comments

Heather Kesler- requests review of the Serenity Studios Development Code Amendments to Table 05.030-B and Chapter 39 adding a Light Body Art Use.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Arnie Hunt, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Heather Kesler and Jeremy
Date of Plans Reviewed: 03/20/23
Time Start: 2:04pm
Time End: 2:08pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Arnie – Building/Inspections: No comments
Jacob – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:

1. Consider adding wording after sharing a building: in a situation where interior space is rented out to different businesses.
2. Does she actually need this? I'd think C-H makes more sense then adding to just C. Or you could do C and C-H as conditional uses
3. Consider adding a percentage of the total rented out business space. (Perhaps between 10% and a full body art facility- less than 50%)

THIS ITEM WILL BE SCHEUDLED FOR PLANNING COMMISSION ON APRIL 13th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 35-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 39, PERSONAL SERVICES

WHEREAS, it has become necessary to amend Chapter 39 of the Lehi City Development Code, changing the definition for Personal Services; and

WHEREAS, this amendment seeks to add microblading, fine line micro tattoos, henna tattoos, permanent cosmetics and ear piercings to the definition of personal services; and

WHEREAS, following a public hearing on April 27, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on May 23, 2023, 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 April 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 12 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 39 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 23rd day of May 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Basement - That portion of a building elevation in which 50% or more of the height (as measured from top of finished floor to top of foundation) is below finished grade.

Bed and Breakfast Inn - An owner-occupied detached single-family residence in which rooms are rented out separately for overnight lodging, and where at least a breakfast meal is served to the guests at no extra cost and where an innkeeper or employee is present at all times. Length of stay cannot exceed 30 consecutive days.

Bee Colony – An aggregation of bees in any type of hive that includes queens, workers, drones, or brood.

Bee Hive – A frame hive, box hive, box, barrel, log, gum skep, or other artificial or natural receptacle that may be used to house bees.

Berm - A man-made mound of earth contoured so as to form a mound above the general elevation of the adjacent ground or surface and used to shield and buffer various land uses or other activity.

Billboard - A freestanding sign used, designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property on which the sign is located.

Boarding House - A single family dwelling where rooms are provided for lodging for definite periods of times to one or more unrelated individuals. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided to outside guests.

Body Art - The practice of physical body adornment by permitted establishments, operators, and registered body art technicians utilizing, but not limited to the following techniques: body piercing, tattooing, ~~permanent cosmetics~~, branding, and scarification. This definition does not include microblading, fine-line micro tattoos, permanent cosmetics or ear piercing, ~~which shall mean the puncturing of the lobe of the ear with a pre-sterilized single-use stud-and-clasp ear piercing system~~, nor shall it include practices that are considered medical procedures by the state medical board, such as implants under the skin, which shall not be performed by a body art facility.

Brewpub – A restaurant-type establishment that also has a beer brewery, producing beer in batch sizes not less than seven (7) U.S. barrels (31 gallons) on the same property which produces only enough beer for sale and consumption on-site or for retail carryout sale in containers holding less than two (2) liters. Automated bottle or canning production is prohibited. Revenue from food sales shall constitute at least fifty percent (50%) of the total business revenues, including retail carryout sales of beer.

Building - Any structure used or intended for supporting or sheltering any use or occupancy.

Building, Accessory - A building or structure which is subordinate to, and the use of which is incidental to, that of the principal building, structure or use on the same lot.

Building Area - The portion of a lot which is within the envelope formed by the required yards or setbacks and non-critical areas.

Building Frontage - That side of a building which faces and is parallel to or most nearly parallel to a public or private road.

Building Height - A vertical distance from the average finished grade to the highest point of the building.

Building Maintenance Services - An establishment primarily engaged in the provision of maintenance and custodial services to firms or dwelling units. Typical uses include exterminating services, disinfecting services, janitorial services, landscape maintenance, or window cleaning services.

Building Official - An employee of the City authorized to issue Building Permits and Certificates of Occupancy.

Building, Principal - A building in which is conducted the principal use of the lot on which it is situated. In a residential zoning district, any dwelling is deemed to be the principal building on the lot on which it is situated.

Building Sign - Any sign attached to and supported by a wall of a building or a wall of a structure, including a mansard roof. Any permanent sign placed on or behind glass or within a building and located in such a manner as to have an obvious intent to capture interest of those outside the building, shall be considered a building sign and shall be treated in the same manner.

Building Site - That part of a parcel of land designed

unredeemed pledges together with such new merchandise as will facilitate the sale of the same.

Permitted Use - A use of allowed by right under the provision of the Code.

Personal Services - A business which provides a service, such as a beauty salon, a barbershop, hair, nail, massage services and tanning salons. Also includes microblading, fine line micro tattoos (not exceeding six inches in size), henna tattoos, permanent cosmetics, and ear piercing (puncturing the lobe of the ear with a pre-sterilized single-use-stud-and-clasp ear-piercing system). Personal services does not include Sexually-oriented Businesses or Body Art Facilities; except that a licensed and approved personal services business may include body art as a portion of provided services, so long as body art does not comprise more than 10% (ten percent) of the total business and the body art facility is located towards the rear of the establishment in an area separated from the rest of the business by a door that can be shut.

Pet Grooming Facility – A business dedicated to the grooming and care of household pets, including dogs, cats, birds, and other similar animals. This use does not include overnight boarding (kennel) or medical care (veterinary office) for animals.

Photo finishing Laboratory, Retail - An establishment primarily engaged in developing film and in making photographic prints and enlargements for the general public.

Photo finishing Laboratory, Commercial/Industrial An establishment primarily engaged in developing film and in making photographic prints and enlargements for other commercial, industrial, service or retail businesses.

Plat Amendment - A change in a map of an approved or recorded subdivision plat if such affects any street layout in such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

Point Source - Any discernible confined and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged.

Portable Storage Container - A container that is either rented or purchased that is specifically designed and manufactured for use as a temporary storage device, not exceeding 8 feet in width by 40 feet in length or a total enclosed area of 320 square feet. This definition does not include truck trailers, used semi boxes or other similar containers that have been modified from a previous use.

Preliminary Plat - The preliminary drawing or drawings, described in this Code, indicating the proposed manner or layout of the subdivision.

Preliminary Site Plan - The preliminary drawing or drawings, described in the Code, indicating the proposed manner or layout of a proposed nonresidential, attached residential or mixed-use development.

Premises - Land and/or buildings or other improvements thereon.

Principal Use - The main use of land or a building (as distinguished from an accessory use).

Printing and Publishing Facility - An establishment devoted to the processing, binding, or distribution of reading materials including newspaper, periodical, book publishing, commercial printing, business forms, greeting card manufacturing, book-binding, printing, typesetting and similar uses.

Private School - An educational institution, not operated by a political entity of the State for which entrance or tuition fees are charged for attendance.

Private Utilities - Includes power, telephone, natural gas, cable television and private water supply service.

Public Dance: Any dance other than those conducted and supervised by a church or public school to which admission can be had by the payment of a fee, or by the purchase, possession, or presentation of a ticket or token; or in which a charge is made for caring for clothing or other property; or by the payment of a fee for music for the dance; or any other dance to which the public generally gain admission, with or without payment of a fee.

Public Dance Hall - Any room, place or space in which a public dance may be held. The on-premise sales, service, or consumption of alcoholic beverages is not permitted in conjunction with this use. (see *nightclub* definition)

Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #36-2023 approval of the Skyridge Property General Plan Amendment from Public Facility to Very Low Density Residential on 4.07-acres located at approximately 260 East 2700 North.

Suggested Action:

Attachments:

CC Staff Report Skyridge Subdivision General Plan Amendment 05.23.23.docx

Skyridge Subdivision General Plan Amendment DRC 04.12.23.docx

Ord 36-2023.docx

Skyridge Subdivision General Plan Amendment.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

SKYRIDGE SUBDIVISION GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Brent Ventura		
Meeting Date	May 23, 2023		
Requested Action/Purpose	Approval of a proposed general plan amendment		
Location	260 East 2700 North		
Acreage	4.07 acres		
Existing Zoning	Public Facility (PF)		
Existing General Plan Land Use Designation	Public Facility (PF)		
Proposed Land Use Designation	Very Low Density Residential (VLDR)		
Existing Land Use	Practice Field for Skyridge High School		
Adjacent Zoning and Land Use	*North*	PF	Skyridge High School Baseball Field
	South	RA-1	Single Family Homes
	East	PF	Skyridge High School Driving Range
	West	RA-1	Single Family Homes
Date of DRC Review	April 12, 2023		
Date of Planning Commission Review	April 27, 2023		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval
The Planning Commission should consider the following factors, among others, when reviewing a General Plan amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

RESIDENTIAL DEVELOPMENT
Accommodate a range of housing and neighborhood types suitable for a variety of lifestyles, ages, affordability

levels, and design options.

REPORT ANALYSIS

The applicant requests approval of the Skyridge Subdivision General Plan Amendment changing approximately four acres from Public Facility to Very Low Density Residential.

Alpine School District wishes to sell the land currently used as a practice field. The applicant has expressed their interest in building single family homes on lots over 15,000 square feet in size. This matches the existing residential area and they are requesting the same General Plan Land Use Designation as the surrounding neighborhoods.

The DRC reviewed the proposed General Plan Amendment and had no redline comments.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed general plan amendment. Any motion should include findings. Possible findings include:

1. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. The proposed General Plan amendment is/is not consistent with the land uses and zoning of nearby and adjoining properties.
3. The proposed General Plan amendment will/will not have a substantial adverse effect on surrounding property.
4. The affected site is/is not physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public services to accommodate any potential future uses, including all landscaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features.
5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed general plan amendment on April 27, 2023. The minutes and motion from this meeting are as follows:

2.3) Public hearing and recommendation of Brent Ventura's request for review of the Skyridge Property General Plan Amendment from Public Facility to VLDR (Very Low Density Residential) on 4.07 acres located at approximately 260 East 2700 North.
Katie Bussell presented information on the agenda item.

The applicant, Jason Mandal Harris, was present to represent the item. Four acres are going to be developed into a very low residential area.

Keith Greenwood's yard backs the property. He wanted to clarify if the land was bought or under contract. It hasn't closed because the school wanted to use it through the summer.

Katie read an online comment that was opposed to the item from Bracken Moehler.

Scott Carlson clarified he is here as a citizen. He stated this is a sad circumstance made by voters as a failure to pass the bond. He stated the school district made its decision based on the voters, and it has had a sad outcome. The request to

make it a low-density residential is a perfect request for this area. He feels this is the right thing to do. The General Plan should say what it should be, not what it couldn't be. He encourages support.

Reno Mahe stated he just remodeled his house. They are trying to get the zoning down to four houses. Regarding the comments about the growth of Skyridge, the school's number of students is going down. Regarding growth, it's six families, maybe four, moving to those four acres. As citizens, it was voted to not have open space.

Commissioner Bunker doesn't have any concerns with the development. He understands losing green space but is in support. Commissioner Jackson also agrees with the development. He stated not voting on the bonds, or increasing taxes, developments are going to be built to fund the district. Commissioner Eyre asked about the first right of refusal with the City.

Motion: Commissioner Bunker moved to send a positive recommendation. In all DRC comments and findings stated in the report. Commissioner Jackson seconded.

> **Motion**: Commissioner Bunker moved to send a positive recommendation of **Brent Ventura's request for review of the Skyridge Property General Plan Amendment from Public Facility to VLDR (Very Low Density Residential) on 4.07-acres located at approximately 260 East 2700 North**; including all DRC comments and findings stated in the report. Commissioner Jackson seconded.
>
> **Vote:** Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Britton, yes. The motion passed unanimously.

Skyridge Subdivision General Plan Amendment
DRC Redline Comments

Brent Ventura- requests review of the Skyridge Subdivision General Plan Amendment from Public Facility (PF) to Very Low Density Residential (VLDR) located at approximately 260 East 2700 North.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer
Assigned Planner: Brittney Harris
Representatives of the Applicant Present: Jason Mandelaris, Brent Ventura, Danny Crocket, Reno Mahe
Date of Plans Reviewed: 4/4/23
Time Start: 2:06pm
Time End: 2:07pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Jacob – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON APRIL 27th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 2023-___

ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP AT 260 EAST 2700 NORTH

WHEREAS, on May 23, 2023, following all necessary public hearings, the Lehi City Council adopted an amendment to the Lehi City General Plan which included the 2022 Land Use Element together with the Lehi City General Plan Land Use Map; and

WHEREAS, the Lehi City Planning Commission held a public hearing on April 27, 2023, to review and make a recommendation on the General Plan Amendment located at 260 East 2700 North changing the land use designation from Public Facility (PF) to Very Low Density Residential (VLDR) as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on May 23, 2023, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map from Public Facility (PF) to Very Low Density Residential (VLDR).

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the subject property from PF to VLDR. The total amendment will include approximately 4.07-acres of property located at 260 East 2700 North, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

A. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

B. The City Council hereby directs that the official copy of the Lehi City General Plan be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 23rd day of May 2023.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

Exhibit A

Legal Description

COM S 377.98 FT & E 38.97 FT FR W 1/4 COR. SEC. 33, T4S, R1E, SLB&M.; S 89 DEG 57' 38" E 1601.05 FT; S 1 DEG 17' 50" W 506.85 FT; S 0 DEG 20' 2" W 1094.97 FT; S 88 DEG 57' 23" W 375.09 FT; S 89 DEG 5' 10" W 318.94 FT; N 0 DEG 5' 36" W 390.05 FT; S 89 DEG 29' 34" W 700 FT; N 0 DEG 5' 36" W 275 FT; S 89 DEG 29' 34" W 186.66 FT; N 0 DEG 5' 36" W 957.5 FT TO BEG. AREA 49.681 AC.

Narrative "Skyridge Property"
2750 N 260 E

1a - The property is currently. zoned "Public Facilities". The school would like to sell the property. In order for a private entity to purchase the property and develop it to match surrounding development, it must be rezoned to permit residential development.

1b - This proposal meets the goals and objectives of the general plan by rezoning the area with a very low-density development. Our desire is to be good neighbors with both the school and the surrounding neighborhood by constructing a few homes with large open spaces that match and connect to existing city utilities and the infrastructure the City already constructed to service this property. More specifically, we would like to construct a family-oriented neighborhood to match the existing development in the area. We intend to maintain the small town feel with large lots and ample open space. This area does not need more dedicated open space considering all of the existing school recreational facilities as well as the church and city parks. It is also not in a potential tech or business center area. This area has a stubbed road with no potential through roads. As such, it meets the objectives of the transportation element of the master plan. This parcel does not appear to have any potential for regional planning or connectivity. It is not in an environmentally sensitive area.

Some of the specific goals of the general plan that we intend to meet include:

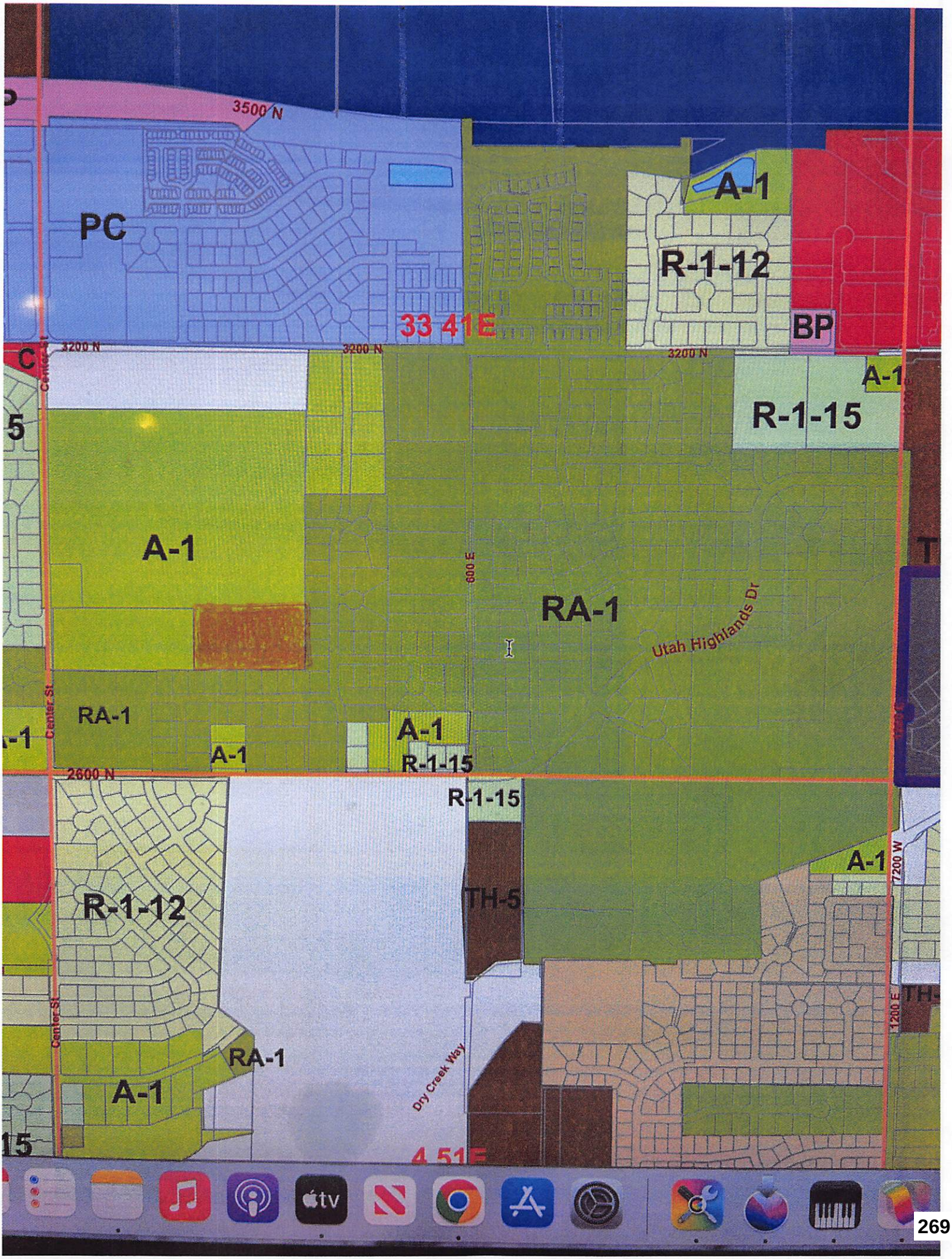
1) Paying special attention to environmental needs
2) Sustainability
3) Creating a unique sense of place
4) Promote health and safety by creating a development that encourages physical activity and traffic calming
5) Providing a neighborhood with meaningful social connections and support systems
6) Use of LID improvements

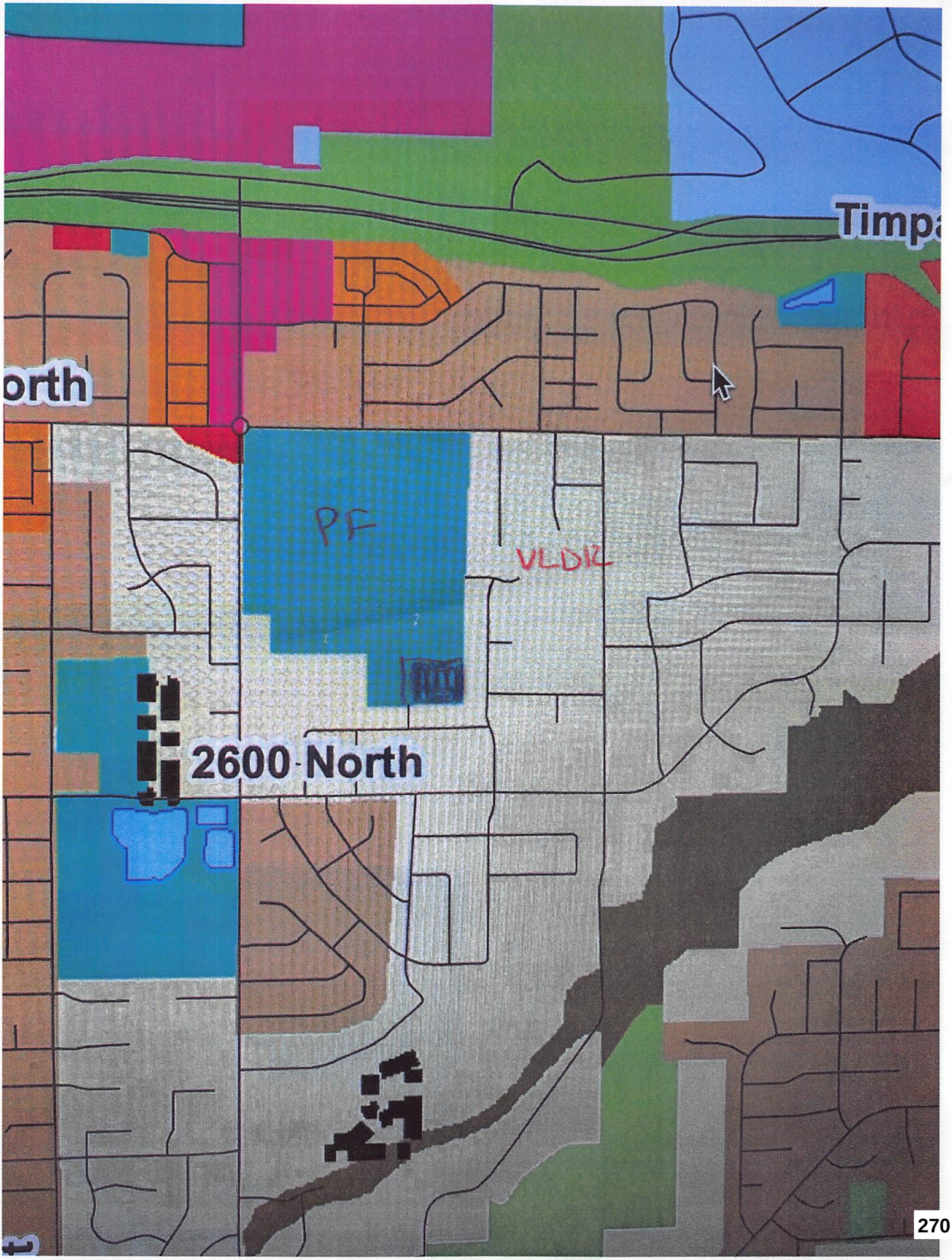
1c - The surrounding area is already developed into low density housing and nearby/adjoining parcels appear to have a density of approximately 3 lots per acre. We propose to subdivide the parcel similarly as illustrated in the attached concept plan. As such, this amendment would allow the parcel to be perfectly compatible with nearby and adjoining properties.

1d - This project is a small infill project. It will have no adverse effect on uses for neighboring or adjoining properties. In fact, the city appears to have anticipated this type of development and stubbed a road, water lines and a sewer line to the boundary of the property.

1e - This small 4-acre parcel does not have the potential to significantly impact the community's health and safety. However, to the extent that it can, we will look into utilizing LID in our storm drain system, traffic calming in our roadway design and potentially the country road typical section in our neighborhood.

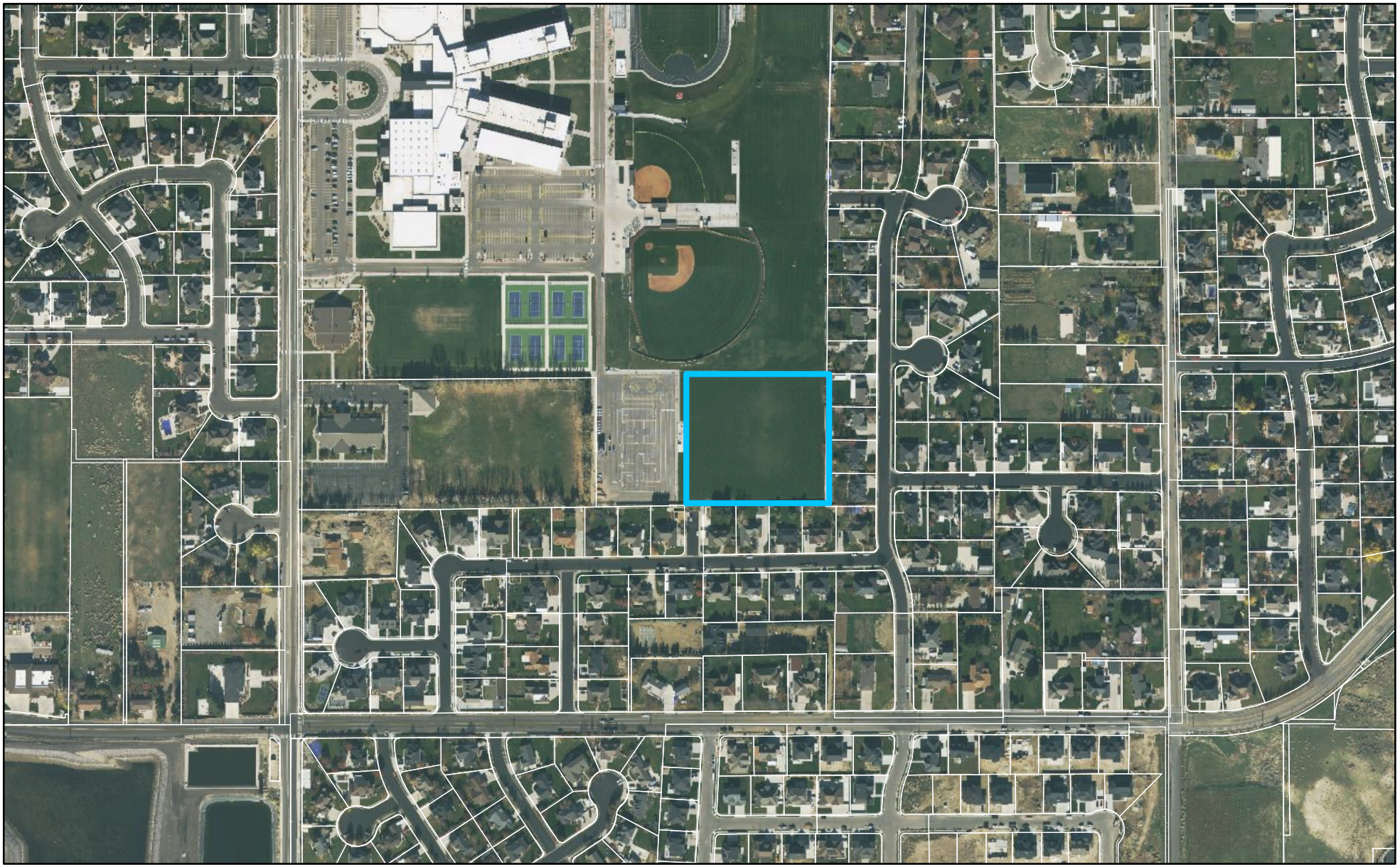

Skyridge
High School


3500 N
PC
A-1
R-1-12
33 41E
BP
3200 N
3200 N
3200 N
Center St
A-1
R-1-15
A-1
600 E
RA-1
Utah Highlands Dr
RA-1
Center St
A-1
A-1
R-1-15
2600 N
R-1-15
TH-5
A-1
7200 W
R-1-12
Center St
RA-1
A-1
Dry Creek Way
1200 E
4 51E


Timp
orth
PF
VLDR
2600 North

Skyridge Subdivision

Aerial

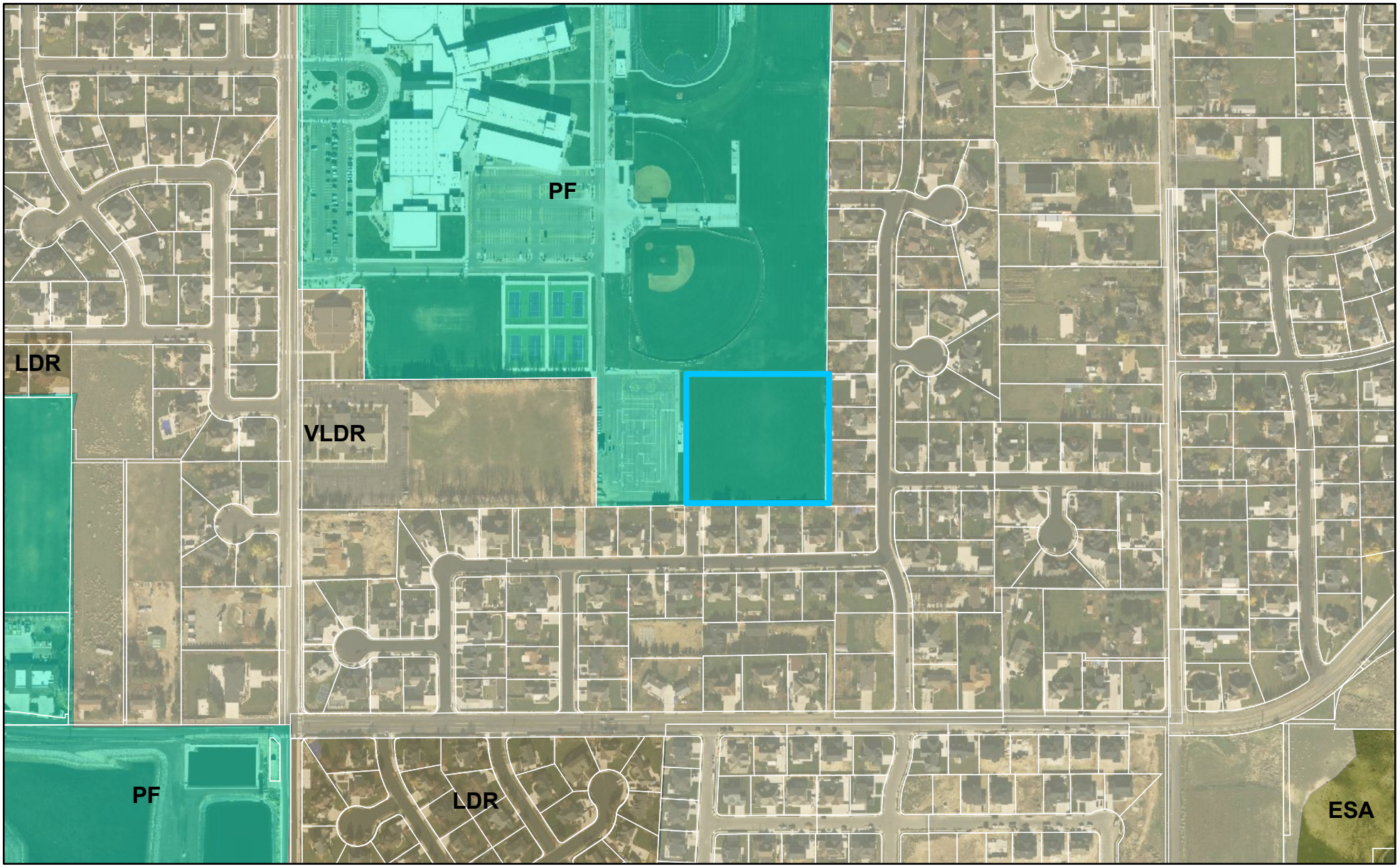


0 500 1,000 Feet

LEHI CITY

Skyridge Subdivision

General Plan

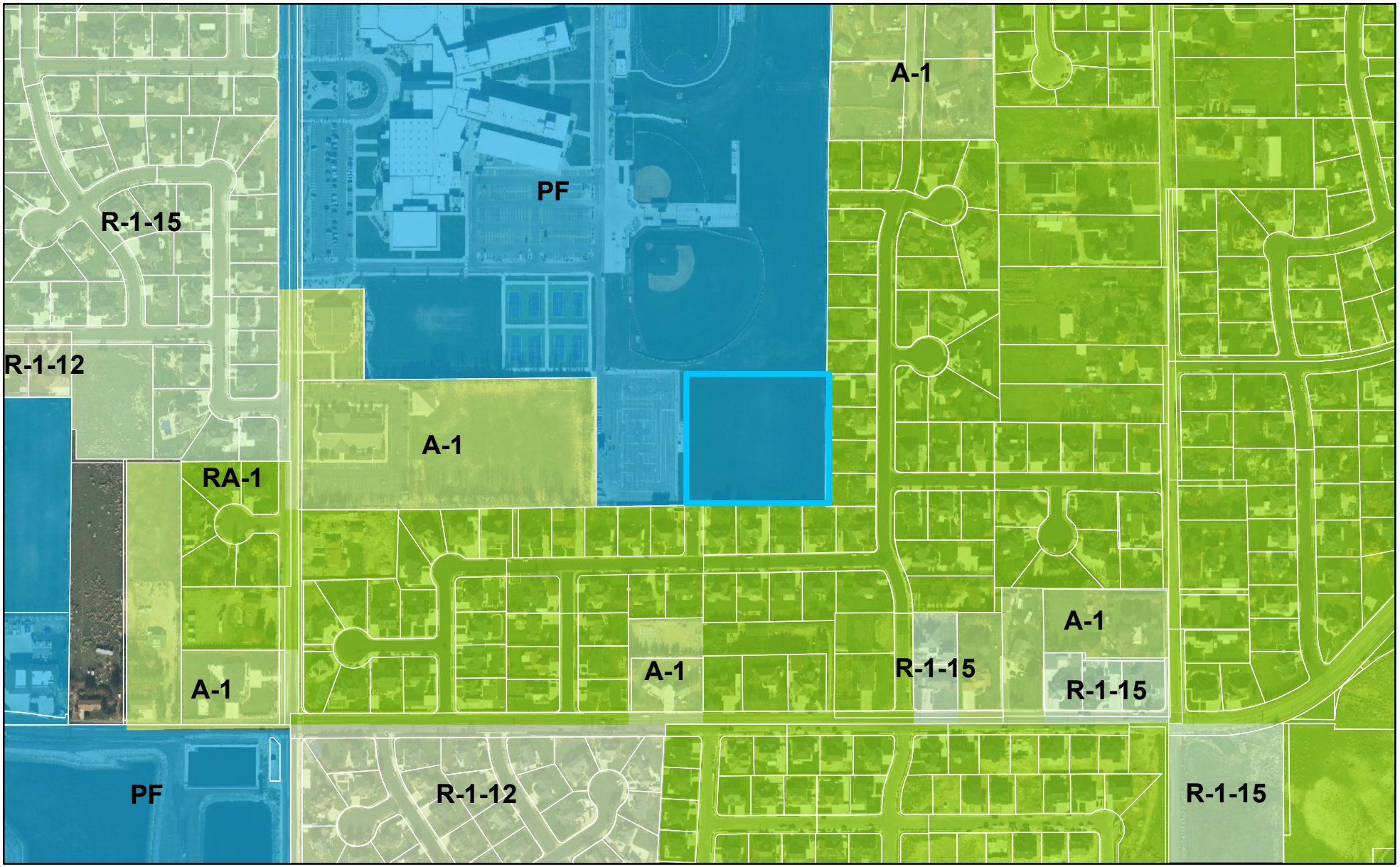


0 500 1,000 Feet

LEHI CITY

Skyridge Subdivision

Zoning



LEHI CITY

Agenda Item No: 13

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Concept Plan approval for the Skyridge Subdivision including 8 residential lots located at approximately 260 East 2700 North.

Suggested Action:

Attachments:

CC Staff Report Skyridge Subdivision Concept 05.23.23.docx

Skyridge Subdivision Concept DRC 04.12.23.docx

Skyridge Subdivision Concept.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

SKYRIDGE SUBDIVISION CONCEPT
CITY COUNCIL REPORT

Applicant	Brent Ventura		
Meeting Date	May 23, 2023		
Requested Action/Purpose	Approval of a proposed concept plan		
Location	260 East 2700 North		
Project Area	4.07 acres		
Existing Zoning	Public Facility (PF)		
General Plan Land Use Designation	Public Facility (PF)		
Adjacent Zoning and Land Use	*North*	PF	Skyridge High School Baseball Field
	South	RA-1	Single Family Homes
	East	PF	Skyridge High School Driving Range
	West	RA-1	Single Family Homes
Date of DRC Review	April 12, 2023		
Date of Planning Commission Review	April 27, 2023		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.010. Concept Plan – Applicability:
The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meeting to receive direction on project layout as well as discuss the procedure for approval, the specifications and requirements that may be required for layout of streets, drainage, water, sewerage, fire protection, and similar matters prior to the preparation of a more detailed preliminary subdivision plat.

Section 37.040. Connectivity Standards.
Block Length – The distance along any given road frontage between two intersections with three or more connecting links (see Figure 143). Links that connect into a cul-de-sac shall not be considered the termination point of a block length (see Figure 144).

Cul-de-sac Length – The distance from the street intersection to the throat of the cul-de-sac bulb (see Figure 145).

a. Reduction in Required Connectivity Index. The required connectivity index may be reduced if the applicant provides clear and convincing evidence that it is impracticable to achieve due to:

   i. road grades that exceed ten percent;

   ii. Jordan River;

   iii. Utah Lake;

   iv. delineated wetlands;

   v. other significant natural or historic features such as Dry Creek or the Waste Ditch drainage channel;

vi. existing adjacent development;

vii. rail corridors; or

viii. limited access roadways.

b. Reductions in the required connectivity index will be reviewed on a case-by-case basis and shall require positive recommendations from the reviewing departments and Planning Commission and approval by the City Council.

PROPERTY HISTORY

August 10, 2000 Property came into Lehi as part of the Lehi Center Street Annexation

February 13, 2014 The Planning Commission approved the North Lehi High School Site Plan

REPORT ANALYSIS

The applicant requests approval of the proposed Skyridge Subdivision located at approximately 260 East 2700 North. The concept plan is running concurrently with a General Plan Amendment to Very Low Density Residential. Approval of the concept plan would be contingent on approval of the General Plan Amendment and subsequent zone change application.

The proposed subdivision includes a cul-de-sac and eight lots ranging in size from just over 15,000 square feet to almost 23,000 square feet. The applicant has shared their intent to apply for RA-1 zoning which all of the proposed lots would meet the minimum lot size and frontage requirements. The lots would also be similar in size, if not slightly larger, than the existing lots surrounding this area.

The applicant may need an exception to the maximum cul-de-sac length of 400 feet. However, the definitions leave some ambiguity in the Code. The definition of cul-de-sacs says that they are the distance from a street intersection to the throat of the cul-de-sac bulb. The Code says that a street intersection exists where two or more named roads connect. So, depending on how the roads are named, it could meet the Code requirement.

If it does not meet the Code requirement, an exception could still be made based on standard exceptions. This area has no other way to develop. The existing development does not allow for a road connection through.

The proposed subdivision also does not meet the connectivity requirements, again an exception can be granted because it is surrounded by existing development. However, the Code does state that pedestrian connection still need to be provided. DRC left a comment to provide a pedestrian connection to the high school. This connection provides critical access for students to the high school.

The DRC reviewed the proposed conceptual subdivision and had nine redline comments including:

1. The City does not want to maintain the remnant piece, it should be taken care of by the school
2. The Code does limit cul-de-sac length to 400 feet. The definition of a cul-de-sac states: 4.Cul-de-sac Length – The distance from the street intersection to the throat of the cul-de-sac bulb. The only real definition for a street intersection in the Code says: A street intersection exists where two or more named roads intersect. So this could arguably be under the 400 feet based on interpretation.
3. The surrounding parcels are zoned RA-1 and most are just under 15,000 square feet. The proposed subdivision will be of similar (slightly larger) size
4. Show a pedestrian connection to the existing sidewalk on the east side of the driving range. The proposed layout requires an exception to the connectivity index, and exceptions call for a bike/ped access where a street doesn't punch through.

Please consider including all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed concept plan. Any motion should include findings. Possible findings include:

1. The proposed Concept is/is not consistent with the Lehi City Development Code
2. The proposed Concept does/does not conform to the goals and policies of the General Plan.
3. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed concept plan on April 27, 2023. The minutes and motion from this meeting are as follows:

2.4) Recommendation of Brent Ventura's request for review of the Skyridge Subdivision Concept Plan including 8 residential lots located at approximately 260 East 2700 North.
Katie Bussell presented information on the agenda item. May need an exception due to the cul de sec. No other way to develop other than residential. 9 redline DRC comments.

The applicant Brent Ventura is happy to work with the school.

Commissioner Newall opened the public hearing.

(Listen for name) His concern is people start parking and walking into the high school and through his property. He is also concerned about the construction.

Commissioner Newall closed the public hearing.

Motion: Commissioner Bunker moved to send a pos recommendation; incl findings in the report. Contingent on approval from ASD, Inc the exceptions of the Cul de sac length, lots they have proposed is what they will settle upon, and all DRC comments. Commission Eyre seconded. All in favor.

> **Motion**: Commissioner Everett moved to send a positive recommendation of **Brent Ventura's request for review of the Skyridge Subdivision Concept Plan including 8 residential lots located at approximately 260 East 2700 North**; contingent on approval from Alpine School District, the exceptions of the Cul de Sac lengths, and lots they have proposed is what they will settle upon. Including all DRC comments and findings stated in the report. Commissioner Eyre seconded.
>
> **Vote:** Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Britton, yes. The motion passed unanimously.

Skyridge Subdivision Concept
DRC Redline Comments

Brent Ventura- requests review of the Skyridge Subdivision Concept, an 8-lot residential development located at approximately 260 East 2700 North in a proposed RA-1 zone.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Jason Mandelaris, Brent Ventura, Danny Crocket, Reno Mahe
Date of Plans Reviewed: 3/29/23
Time Start: 1:52pm
Time End: 2:05pm

DRC REDLINE COMMENTS:
Glade – Power:
1. How do you provide the PUE space?

Garion – Fire: No comments
Ryan – Water/Sewer:
2. Utilities are 8" sewer, 8" pi main, 6" culinary main. No storm drain connection.

James– Parks:
3. The City does not want to maintain the remnant piece, it should be taken care of by the school

Gary – Building/Inspections:
4. A soils report will be required if this moved past concept

Jacob – Public Works:
5. If a sump is used a Class V UIC injection well will be required with the State.

Ross – Engineering:
6. Required ROW width is 62'

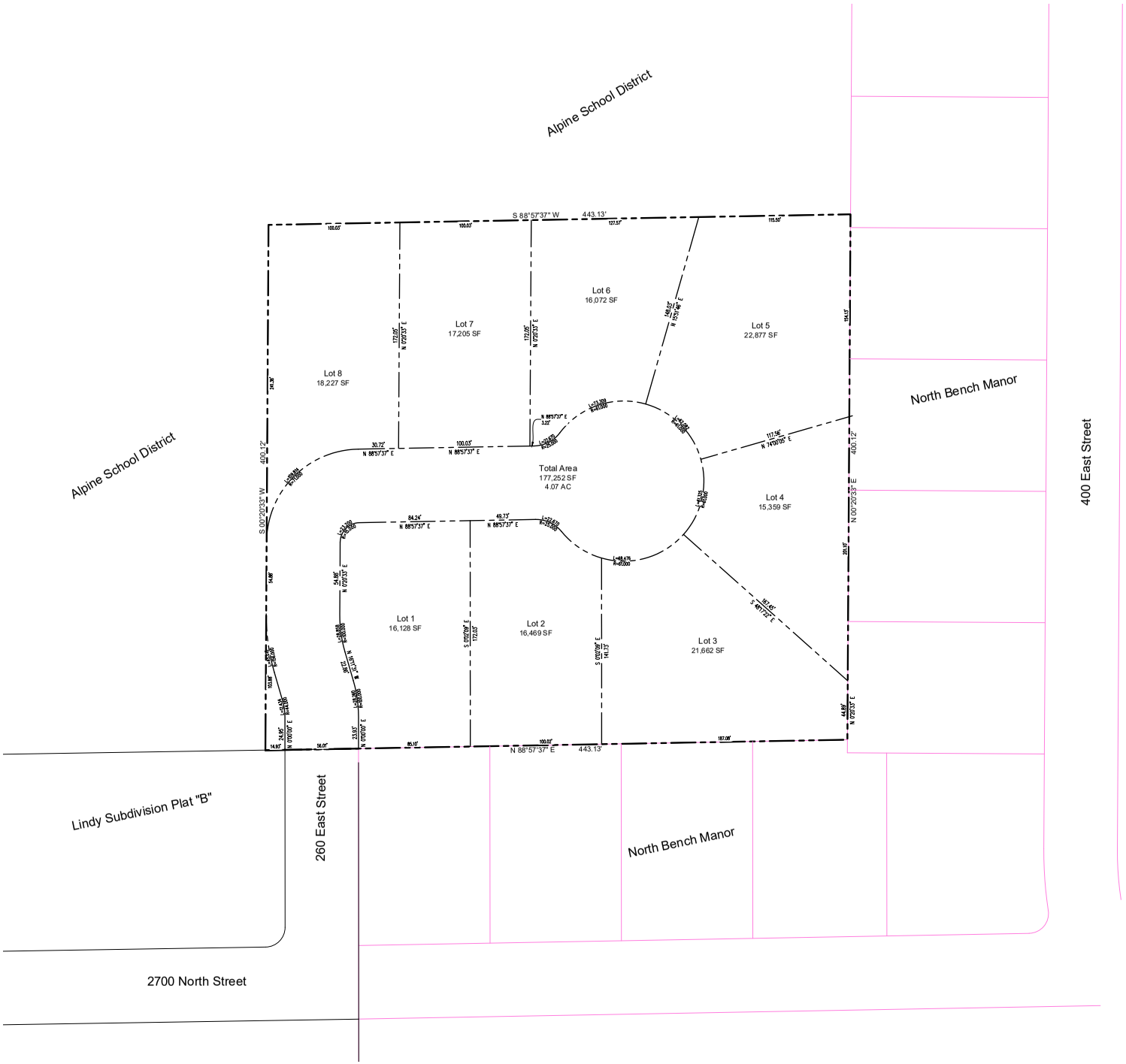
Kim – Planning:
7. The Code does limit cul-de-sac length to 400 feet. The definition of a cul-de-sac states: 4.Cul-de-sac Length – The distance from the street intersection to the throat of the cul-de-sac bulb. The only real definition for a street intersection in the Code says: A street intersection exists where two or more named roads intersect. So this could arguably be under the 400 feet based on interpretation.
8. The surrounding parcels are zoned RA-1 and most are just under 15,000 square feet. The proposed subdivision will be of similar (slightly larger) size
9. Show a pedestrian connection to the existing sidewalk on the east side of the driving range. The proposed layout requires an exception to the connectivity index, and exceptions call for a bike/ped access where a street doesn't punch through.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON APRIL 27th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

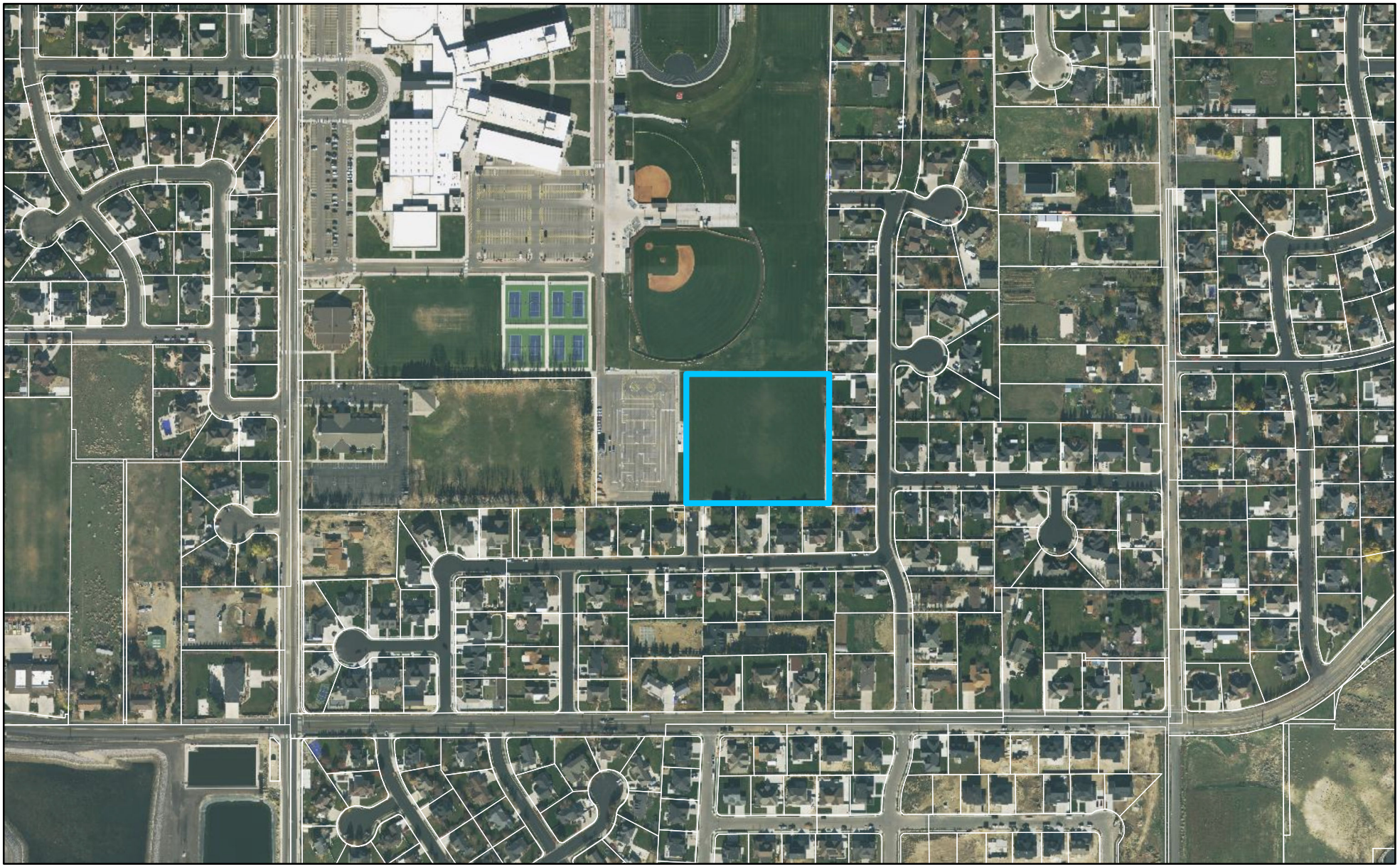
Narrative

I've attached a preliminary concept plan for the parcel that we felt best matched the surrounding neighborhoods. In this concept all of the lots are greater than 1/3 acre. As we discussed, the one hardship that we are having is that this parcel is landlocked with no opportunity to tie into another road. As such, access Is limited to a cul de sac. However, the current development code only allows for cul de sacs up to 400' long. This concept illustrates an approximately 550' cul de sac. We can shorten it some, but a cul de sac much shorter will not allow access to the eastern portion of the parcel.


Alpine School District
S 88°57'37" W 443.13'
Lot 6
16,072 SF
Lot 7
17,205 SF
Lot 5
22,877 SF
Lot 8
18,227 SF
North Bench Manor
400 East Street
Alpine School District
Total Area
177,252 SF
4.07 AC
Lot 4
15,359 SF
Lot 1
16,128 SF
Lot 2
16,469 SF
Lot 3
21,662 SF
N 88°57'37" E 443.13'
Lindy Subdivision Plat "B"
260 East Street
North Bench Manor
2700 North Street

Skyridge Subdivision

Aerial

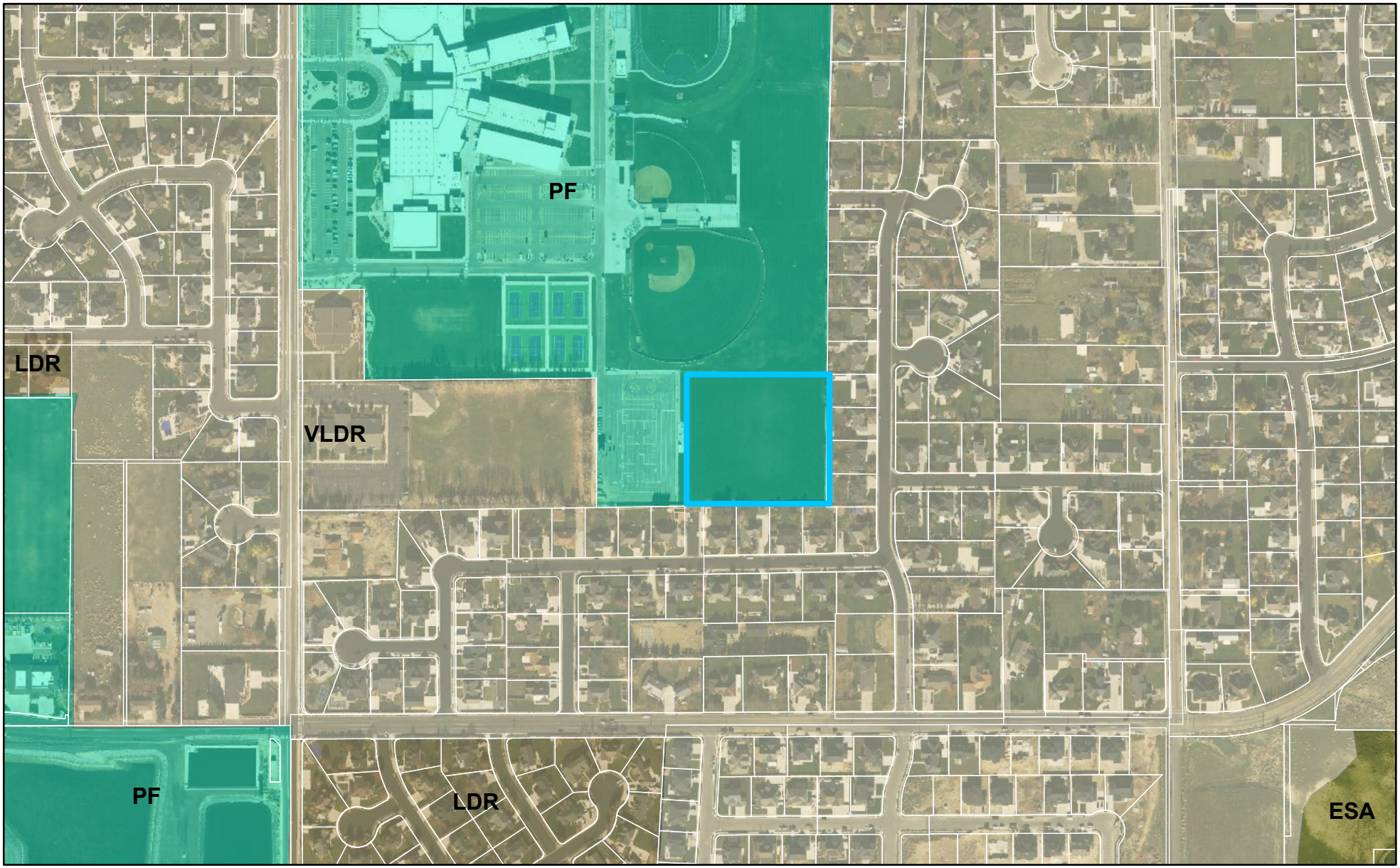


0 500 1,000 Feet

LEHI CITY

Skyridge Subdivision

General Plan

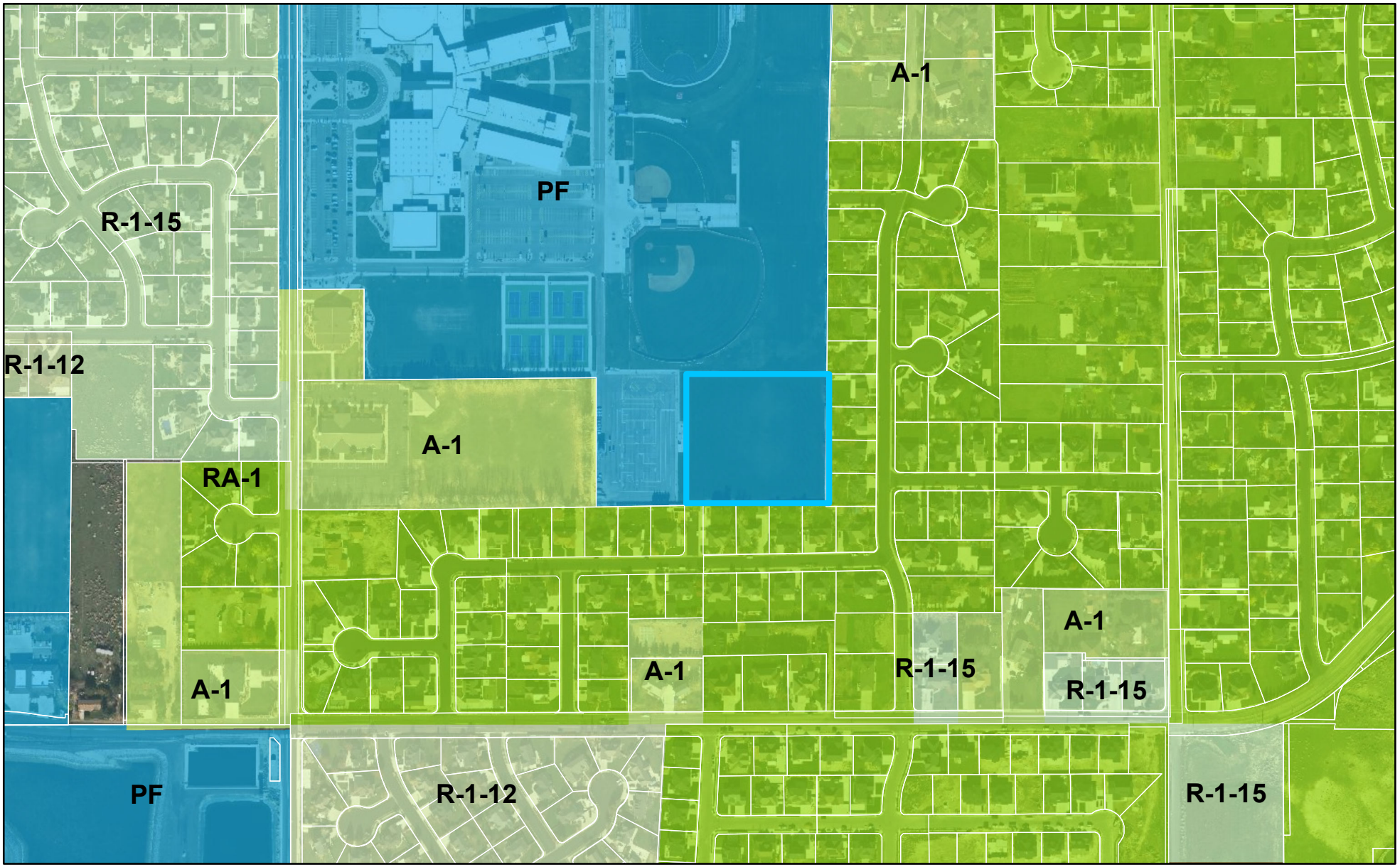


0 500 1,000 Feet

LEHI CITY

Skyridge Subdivision

Zoning



0 500 1,000 Feet

LEHI CITY

Agenda Item No: 14

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #37-2023 approval of a Development Code Amendment to Chapter 12, clarifying the language for the height of fences on retaining walls.

Suggested Action:

Attachments:

CC Staff Report Chapter 12 Fencing on Retaining Walls Development Code Amendment 05.23.23.docx

Ch12 development code amendment DRC 04.12.23.docx

Ord 37-2023.docx

Chapter 12 Development Code Amendment Fencing on Retaining Walls.pdf

CHAPTER 12 FENCES ON RETAINING WALLS DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	May 23, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	April 12, 2023
Date of Planning Commission Review	April 27, 2023

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan.
3. Consistency and Compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties.
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

REPORT ANALYSIS

The applicant requests approval of the proposed amendment to Chapter 12 of the Development Code, adding clarity on the height of fences on top of retaining walls.

This amendment came after receiving feedback from an attorney that the current language is confusing. The added language reflects the interpretation Staff has used that the height of the fence can be added in addition to the retaining wall. However, language was also added to make sure that the overall height within sight triangle areas is still limited.

The DRC reviewed the proposed amendment and had one comment to consider.

1. Update all sight triangles to 36” instead of the 48” currently allowed for side yard sight triangles.

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code Amendment adds clarity to how the Code has been interpreted and also adds protection for sight triangles.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on April 27, 2023. The minutes and motion from this meeting are as follows:

2.6) Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment to Chapter 12, clarifying the language for the height of fences on retaining walls.
Katie Bussell presented information on the agenda item.

Commissioner Newall opened and closed the public hearing item.

> **Motion:** Commissioner Eyre moved to send a positive recommendation of **Lehi City's request for review of a Development Code Amendment to Chapter 12, clarifying the language for the height of fences on retaining walls;** including all findings stated in the report and all DRC comments. Commissioner Bunker seconded.
>
> **Vote:** Commissioner Bunker, yes; Commissioner Eyre, yes; Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Britton, yes. The motion passed unanimously.

Chapter 12 Development Code Amendment- Fences on Retaining Walls
DRC Redline Comments

Lehi City- requests review of a Development Code Amendment to Chapter 12, adding clarity on the height of fences on top of retaining walls.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Assigned Planner: Brittney Harris
Representatives of the Applicant Present:
Date of Plans Reviewed: 3/30/23
Time Start: 2:27pm
Time End: 2:29pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections:
1. Update all sight triangles to 36" (instead of the 48" currently allowed for side yard sight triangles)

Jacob – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR APRIL 27th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 37-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 12

WHEREAS, it has become necessary to amend Chapter 12 of the Lehi City Development Code, adding clarity on the height of fences on top of retaining walls; and

WHEREAS, this amendment seeks to state that the height of the fence can be added in addition to the retaining wall, while making sure that the overall height within sight triangle areas is still limited; and

WHEREAS, following a public hearing on April 27, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on May 23, 2023, 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 April 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 12 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 12 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 23rd day of May 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

uses and are located within a zoning district allowing such combinations of uses.

B. Frontage Required**.** Every lot shall have frontage upon a dedicated or publicly approved road or street, or right-of-way providing access to a dedicated or publicly approved road or street as required by the provisions of this Code for planned, grouped, or clustered structures or buildings approved under the provisions of Chapter 16 or Chapter 17 of this Code.

C. Fences, Walls and Hedges**.**

1. Fences, walls, and hedges shall not exceed six feet in height, unless a Conditional Use Permit is authorized by the Planning Commission in accordance with the provisions of Chapter 9 of this Code. Any fence, wall, hedge, or other material serving as a fence shall not create a sight distance hazard to vehicular or pedestrian traffic as determined by the Zoning Administrator or City Engineer, regardless of whether the fence, wall, or hedge meets the requirements of this section.

2. In all residential districts, walls, fences, or hedges located on the front property line, or which are located within 15 feet of a front property line, or located on a side yard property line adjacent to a street, shall not exceed 48 inches in height as measured from the adjacent sidewalk or finished grade. However, a fence not more than six feet high may be constructed in a side yard adjacent to a street on a corner lot, provided:
   (a) it does not extend into the clear view area of the street intersection as defined by section 12-070-D; and
   (b) it does not extend into the sight triangle of an adjacent driveway. The sight triangle of an adjacent driveway shall be 20 feet as measured form the intersection point of the driveway and the back of walk (see Figures 1 and 2).

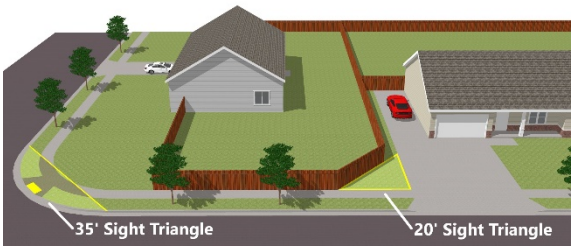


Figure 1. The 6-foot side yard fencing does not extend into the required 35-foot or 20-foot sight triangles. The fencing must be constructed diagonally along the edge of the 20-foot sight triangle to maintain clearance.

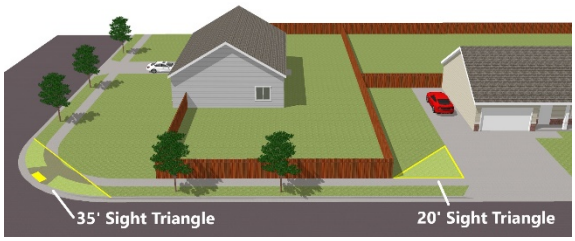


Figure 2. The 6-foot side yard fencing does not extend into the required 35-foot or 20-foot sight triangles. In this case, the 20-foot sight triangle does not interfere with the side yard fencing.

3. Grade Differences. Where there is a difference in the grade of the properties on either side of a fence, wall, or hedge, the height of the fence shall be measured from the natural grade of the property upon which it is located.

4. Retaining walls. Where a retaining wall protects a cut below or a fill above the natural grade and is located on the line separating lots or properties, such retaining wall may be topped by a fence, wall, or hedge of the same height that would otherwise be permitted at the location if no retaining wall existed in addition to the height of the retaining wall. However, in no case, shall a fence within a required sight triangle exceed 48 inches in height as measured from the adjacent sidewalk or finished grade.

5. Double frontage lots. A fence, wall, or hedge of up to six feet in height may be erected in the rear yard of a double frontage lot.

6. Barbed wire. Barbed wire fencing is allowed in the A-5, A-1, RA-1, LI, and I Zones.

7. Exceptions. The provisions of this section shall not apply to certain other fences such as tennis court backstops or patio enclosures as approved by the Zoning Administrator, if it is determined that such do not create a hazard or violation of other sections of this Code or other City ordinances.

D. Clear View Area at Street Intersections**.** In all zoning districts, no obstruction to public or private street views in excess of three feet in height above the finished road grade shall be placed on any corner

Agenda Item No: 15

City Council Agenda Item Report

Meeting Date: May 23, 2023
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #38-2023 approval of a Development Code Amendment to Chapter 37, removing two-family dwellings from the design requirements based on State Code.

Suggested Action:

Attachments:

CC Staff Report Ch37 Development Code Amendment 05.23.23.docx

Ch37 development code amendment DRC 04.12.23.docx

Ord 38-2023.docx

Chapter 37 Development Code Amendment- Two Family Design Requirements.pdf

CHAPTER 37 TWO FAMILY DWELLING DESIGN DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	May 23, 2023
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	April 12, 2023
Date of Planning Commission Review	April 27, 2023

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan.
3. Consistency and Compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties.
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

REPORT ANALYSIS

The applicant requests approval of the proposed amendment to Chapter 37 of the Development Code removing architectural design standards for single-family and two-family dwellings to comply with recently amended State Code requirements.

Utah Code 10-9a-534. (2) Except as provided in Subsection (3), a municipality may not impose a requirement for a building design element on a one to two family dwelling.

The DRC reviewed the proposed amendment and had no comments to consider.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code Amendment will bring the Code into compliance with State Law.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on April 27, 2023. The minutes and motion from this meeting are as follows:

2.7) Public hearing and recommendation of Lehi City's request for review of a Development Code Amendment to Chapter 37, removing two-family dwellings from the design requirements based on the State Code. Katie Bussell presented information on the agenda item.

Commissioner Newall opened and closed the public hearing.

> **Motion:** Commissioner Bunker moved to send a positive recommendation **of Lehi City's request for review of a Development Code Amendment to Chapter 37, removing two-family dwellings from the design requirements based on the State Code**; including all DRC comments and findings stated in the report. Commissioner Eyre seconded.

Chapter 37 Development Code Amendment- 2 Family Dwelling Design
DRC Redline Comments

Lehi City- requests review of a Development Code Amendment to Chapter 37, removing architectural design standards for single-family and two-family dwellings to comply with recently amended State Code requirements.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Assigned Planner:
Representatives of the Applicant Present:
Date of Plans Reviewed:
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Jacob – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON APRIL 27th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 38-2023

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 37, TWO-FAMILY DESIGN REQUIREMENTS

WHEREAS, it has become necessary to amend Chapter 37 of the Lehi City Development Code, removing architectural design standards for two-family dwellings; and

WHEREAS, this amendment seeks to comply with recently amended State Code requirements; and

WHEREAS, following a public hearing on April 27, 2023, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on May 23, 2023, 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 April 27, 2023, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 12 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

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PART II:

A. If a provision of this Ordinance -2023 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 23rd day of May 2023.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

7. Architectural Variation. Design diversity adds lasting value to residential neighborhoods. The following standards shall be applied to all multifamily dwelling units:

   a. ~~Two family and t~~Three-family dwellings shall maintain a single-family detached appearance to the greatest extent possible (see figure 136). Instead of each unit mirroring the other, the dwellings shall be designed so that they have the appearance of a large single-family unit. This can be accomplished by separating the entrance of one unit from the entrance to the adjacent unit, adding entrances to multiple sides of the building, or by utilizing grade changes and roof line variety.

   b. Multi-family dwellings greater than three units, constructed as townhome-style or row house units, shall have varied facades to prevent monotonous design. Adjacent units shall not have the same exterior elevation, nor shall the units be mirror images of one another.

   c. Multi-family dwellings greater than three units, constructed as apartment or condominium style, shall be designed with architectural wall variations spaced at intervals of 30 to 50 feet in linear width, depending on the size of the project (see Figure 137).

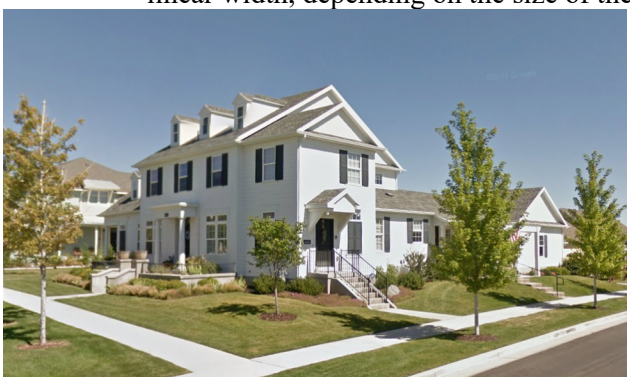


Figure 136. Multi-family dwelling maintains the appearance of a larger single-family dwelling.



Figure 137. Visual interest is created through variation in building projections and construction materials.

8. Form and Massing. Building form shall be considered when designing multi-family dwellings to create visually engaging designs. The following architectural features shall be incorporated into the design of all multi-family buildings:

   a. Varied roof lines. Roof form shall be varied in height and pitch, and long expanses shall be avoided by adding breaks in the roofline. Additional roof variations may be created by adding gables, chimneys, decorative cornices, dormer windows, or other similar features.