Lehi City Council Meeting
Agenda
June 13, 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. Fiber Network Update

    2.2. State Auditor's Office Fraud Risk Questionnaire Report

    2.3. PARC Fund Recommendations and Discussion

    2.4. Planning Department's Report from Lessons Learned in Netherlands Part I

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

4. Administrative Report

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

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. Presentations and Reports

    2.1. Round-Up Rodeo Royalty Presentation

    2.2. Rotary Club Presentation

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

4. Consent Agenda

4.1. Approve Purchase Orders
PO Index.pdf
Lehi 2022 CDBG PO.pdf

Regular Agenda

5. Budget Amendment for Fiscal Year 2023
a. Public Hearing
b. Consideration of Resolution #2023-39 approving an amendment to the Lehi City Budget for Fiscal Year 2023.

Petitioner: Lehi City
Res 2023-39.doc
Budget Adjustment #3.pdf

6. Consideration of Resolution #2023-38 approving the allocation of PARC tax funds for recreation and cultural facilities and cultural organizations within Lehi City.
Petitioner: Lehi City
Res 2023-38.docx
Grant Request - Application Summaries.pdf
Grant Request - Committee Recommendation.pdf

7. Consideration of Resolution #2023-37 approving a street improvement agreement with Quicksilver Concrete.

Petitioner: Lehi City
Res 2023-37.docx
Lehi 2022 CDBG Project.pdf

8. Consideration of Resolution #2023-34 approving a water supply agreement with Central Utah Water Conservancy District for the sale of CWP and industrial water.

Petitioner: Lehi City
Res 2023-34.docx
CWP Contract (4600AF Purchase).pdf

9. Consideration of Resolution #2023-35 approving a water service agreement for the purchase of 3800 acre-feet of water with Texas Instruments.

Petitioner: Lehi City
Res 2023-35.docx
Agreement-TI Water Services.docx

10. Consideration of Resolution #2023-36 approving and agreement between Lehi City and SIRQ Construction for pre-construction and construction services for the civic center and library building.
Petitioner: Lehi City
Res 2023-36.docx
Lehi City Hall and Library CMGC Agreement - Final Version.pdf

11. Consideration of Resolution #2023-33 approving an addendum to the parks and detention area mowing services agreement between Lehi City and Brightview Landscaping.
Petitioner: Lehi City
Res 2023-33.docx
Agreement-Brightview Landscaping Services Mowing Addendum.docx

12. Consideration of Resolution #2023-32 approving an addendum to the parking lease agreement between Lehi City and Brian Brown.
Petitioner: Lehi City
Res 2023-32.docx
Agreement-Parking Space Lease Addenddum (Brian Brown).docx

13. Consideration of Ordinance #39-2023 the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South.
Petitioner: Jim Bradshaw
CC Staff Report Griffith's Property Zone Change 06.13.23.docx
Griffith Estates Zone Change DRC 04.26.23.docx
Ord 39-2023.docx
Griffith's Property Zone Change Aerial.pdf
Griffith's Property Zone Change General Plan.pdf
Griffith's Property Zone Change Zoning.pdf
Griffith's Property Zone Change DRC 04.26.23.pdf

14. Consideration of Concept approval for the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South.
Petitioner: Jim Bradshaw
CC Staff Report Griffith's Property Concept 06.13.23.docx
Griffith Estates Concept DRC 04.26.23.docx
Griffith's Property Concept Aerial.pdf
Griffith's Property Concept General Plan.pdf
Griffith's Property Concept Zoning.pdf
Griffith_s_Property_Concept_DRC_04.26.23_Redacted.pdf

15. Consideration of a Plat Amendment to the Holbrook Farms Plat I, located at 3701 West 2150 North, subdividing one lot into two.
    Petitioner: AWA
    CC Staff Report Holbrook Farms Plat I Subdivision Plat Amendment 06.13.23.docx
    Holbrook Farms Plat I Amendment DRC 05.24.23.docx
    Holbrook Farms Plat I Amendment plans.pdf
    Aerial Map.pdf
    General Plan Map.pdf
    Zoning Map.pdf

16. Consideration of Ordinance #40-2023 an Amendment to the General Plan Land Use Element, adding language that limits General Plan Amendments to once a year.
    Petitioner: Lehi City
    CC Staff Report Land Use Element General Plan Amendment 06.13.23.docx
    General Plan Land Use Element DRC 04.26.23.docx
    Ord 40-2023.docx
    General Plan Amendment on Amendments to Plan 1x year 04.26.23.pdf

17. Adjournment

- Public is invited to attend all open meetings
- In compliance with the Americans with Disabilities Act, the City of Lehi will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 385-201-2269
- This Agenda has been posted in accordance with Utah Code §§ 63G-30-102
- Agendas may be amended up to 24 hours prior to a meeting
- A Closed Meeting may be called to order pursuant to Utah Code §§ 52-4-204 & 52-4-205
- The order of agenda items may change to accommodate the needs of the legislative body, staff, or the public
- Electronic participation may be permitted for one or more members of the legislative body and staff

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Fiber Network Update

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
State Auditor's Office Fraud Risk Questionnaire Report

Suggested Action:

Attachments:

Agenda Item No: 2.3

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
PARC Fund Recommendations and Discussion

Suggested Action:

Attachments:

Agenda Item No: 2.4

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Planning Department's Report from Lessons Learned in Netherlands Part I

Suggested Action:

Attachments:

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Round-Up Rodeo Royalty Presentation

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Rotary Club Presentation

Suggested Action:

Attachments:

Agenda Item No: 4.1

City Council Agenda Item Report

Meeting Date: June 13, 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

Lehi 2022 CDBG PO.pdf

LEHI CITY
CITY COUNCIL AGENDA
June 13, 2023

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Balance (before PO)
Quicksilver Concrete Inc	2022 CDBG Downtown Street Improvement Project	$150,000.00	$259,000.00

LEHI CITY PURCHASE REQUISITION REQUEST

Dean Lundell

Supplier

Name Quicksilver Concrete Inc.
Street 548 South 600 East
City Lehi **State** Utah
Zip 84043 **Telephone** 801-420-3872

Vendor _____

Date June 7, 2022

Engineering (CDBG Funds) 45-70-70-100
Requesting Department

Lisa Powell
Department Head Signature

Quantity	Unit	Materials and Description	Price	Total
1	LS	2022 CDBG Downtown Street Improvement Project	$150,000.00	$150,000.00
				$150,000.00

JUSTIFICATION:
This CDBG Project was Bid June 6, 2023.
It improves the road on 300 West from 500 North to 600 North
See the attached Bid Tabulation.
This project fits the criteria set out for the use of CDBG funds and
complies with the Downtown Revitalization Plan

PRICE DETERMINATION	
Verbal Quote	
Informal Bid	
Written Bid	x
State Bid	
Other	

BID TABULATIONS

LEHI CITY 2022 CDBG DOWTOWN STREET IMPROVEMENT PROJECT

Bid Date: June 6th, 2023 @ 2:00 pm

				QUICKSILVER CONCRETE 548 S 600 E Lehi, UT 84043 Gradie Allred Quicksilverconcrete@gmail.com 801.420.3872		GENEVA ROCK PRODUCTS 1565 W 400 N Orem, UT 84057 Josh Jensen josjensen@genevarock.com 801.765.7571	
#	ITEM	QUANTITY	UNIT	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Mobilization	1	LS	$ 21,500.00	$ 21,500.00	$ 35,000.00	$ 35,000.00
2	Traffic Control	1	LS	$ 5,000.00	$ 5,000.00	$ 17,000.00	$ 17,000.00
3	Remove and Dispose Sidewalk / Curb & Gutter	175	SF	$ 10.00	$ 1,750.00	$ 22.00	$ 3,850.00
4	Saw Cut Asphalt	375	LF	$ 5.00	$ 1,875.00	$ 4.00	$ 1,500.00
5	Remove and Dispose Asphalt	957	SF	$ 3.00	$ 2,871.00	$ 4.00	$ 3,828.00
6	Curb & Gutter	325	LF	$ 60.00	$ 19,500.00	$ 52.00	$ 16,900.00
7	4' Sidewalk	1100	SF	$ 12.50	$ 13,750.00	$ 21.00	$ 23,100.00
8	5' Sidewalk	200	SF	$ 12.50	$ 2,500.00	$ 42.00	$ 8,400.00
9	Pavement (3" asphalt, 6" base, 18)	2650	SF	$ 10.25	$ 27,162.50	$ 13.00	$ 34,450.00
10	ADA Ramps	2	EA	$ 4,000.00	$ 8,000.00	$ 7,500.00	$ 15,000.00
11	Concrete Driveway	490	SF	$ 13.50	$ 6,615.00	$ 18.00	$ 8,820.00
12	Concrete Drive Approach	1	EA	$ 3,000.00	$ 3,000.00	$ 8,500.00	$ 8,500.00
13	6" deep Cobblestone Planter	1100	SF	$ 5.25	$ 5,775.00	$ 7.00	$ 7,700.00
14	Install Fire Hydrant	1	EA	$ 10,500.00	$ 10,500.00	$ 14,000.00	$ 14,000.00
				Total	**$ 129,798.50**	Total	**$ 198,048.00**

LOW BIDDER

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Budget Amendment for Fiscal Year 2023
a. Public Hearing
b. Consideration of Resolution #2023-39 approving an amendment to the Lehi City Budget for Fiscal Year 2023.

Suggested Action:

Attachments:

Res 2023-39.doc

Budget Adjustment #3.pdf

LEHI CITY

RESOLUTION NO. 2023-39

A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF LEHI FOR FISCAL YEAR 2023 (JULY 1, 2022 – JUNE 30, 2023).

WHEREAS, the City of Lehi has previously adopted a budget for Fiscal Year 2023; and

WHEREAS, for the purpose of amending the Fiscal Year 2023 Budget, 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;

Section 1. General Fund Budget. (See attachment A)

Section 2. Revenues in Excess of Amounts Anticipated. Any revenues received in excess of the amounts anticipated to cover current expenditures shall be applied as per attachment A:

Section 3. This resolution shall take effect immediately upon its adoption.

Approved and Adopted by the City Council of Lehi City this 13th day of June, 2023.

_____
Mayor Mark Johnson
Lehi City

Attest:

_____
Teisha Wilson, City Recorder



ANNUAL OPERATING AND CAPITAL BUDGET

Budget Amendment #3

FISCAL YEAR 2022-2023

Lehi City
Budget Amendment #3
Fiscal Year 2022-23
June 2023

Amendment 3a – Holbrook Lower PI Pond

- This reservoir will serve the West side of the City. Project was originally planned to be built by contractors and reimbursed later, but a change in circumstances led to the City taking over the project.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
PI Impact Fees	West Side PI Reservoir	1,000,000	1,100,000	2,100,000	Impact Fees

Amendment 3b – Flight Park Well

- This well will provide culinary water to the City's water system. $1 million towards the project came from Utah State ARPA funds, $1 million will come from City ARPA funds, and $800,000 will come from culinary water reserves.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
State and Federal Grants	Flight Park Well	0	3,800,000	3,800,000	Grant/ ARPA/ Culinary

Amendment 3c – Capital Projects

- Three City facilities needed repairs during the year. Repairs needed to be made to the Station #83 roof, Hutchings Museum roof, and concrete at Sports Park.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General Fund Parks	Park Maintenance - Sports Park Concrete	206,700	13,000	219,700	GF Surplus
Capital Projects	Station #83 Repairs - Roof	0	32,000	32,000	CIP Reserves
Facilities	Hutchings Museum Roof	0	25,000	25,000	Reserves

Amendment 3d – K9 Fundraiser

- Donations have been received to fund the City's K9 program. This amendment is to authorize these funds to be spent.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General Fund - Police	K9 Supplies	12,000	2,000	14,000	Grant

Amendment 3e – Local Building Authority Payment

- In December, bonds were issued for the construction of a City Hall/Library and Fire Station #84. This amendment budgets for the issuance of the bonds and payment of the first debt payment.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Local Building Authority	City Hall/Library	0	28,863,115	28,863,115	LBA Bonds/ CIP Transfer
Local Building Authority	Station #84	0	9,500,000	9,500,000	LBA Bonds/ CIP Transfer
Local Building Authority	Cost of Issuance	0	400,000	400,000	LBA Bonds/ CIP Transfer
Local Building Authority	Debt Service Interest	0	800,000	800,000	General Fund Transfer

Amendment 3f – Year End Capital Transfer

- Since final revenue will not be known until early September, a budget is created to transfer any amounts over our targeted fund balance to capital projects to be used for future capital needs in the City. The actual amount of the transfer will be determined later.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
General Fund	Transfer to Capital Projects	1,250,000	6,000,000	7,250,000	FY 2023 Surplus

Amendment 3g – Pilgrims Landing Park

- Covid funds have been allocated to the City's CDBG fund for park improvements.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
CDBG	Pilgrims Landing Park	0	250,000	250,000	Federal Grant

Amendment 3h – Power Purchases

- Final adjustment for the acquisition of resources for the Power Department.

Fund	Account	Current Budget	New Allocation	Amended Budget	Funding Source
Power	Resale Power Purchase	45,297,591	9,000,000	54,297,591	Power Revenues/ Reserves

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-38 approving the allocation of PARC tax funds for recreation and cultural facilities and cultural organizations within Lehi City.

Suggested Action:

Attachments:

Res 2023-38.docx

Grant Request - Application Summaries.pdf

Grant Request - Committee Recommendation.pdf

RESOLUTION NO. 2023-38

A RESOLUTION APPROVING THE ALLOCATION OF PARC TAX FUNDS FOR RECREATION AND CULTURAL FACILITIES AND CULTURAL ORGANIZATIONS WITHIN LEHI CITY

WHEREAS, on November 2, 2021, Lehi City voters approved a 1/10th of 1% increase in the local sales and use tax as a means of enhancing the funding for recreation and cultural facilities and cultural organizations within Lehi City; and,

WHEREAS, to decide how funds generated by the PARC tax should be distributed, the City Council has received recommendations from city staff and from the Lehi City Parks, Arts, Recreation, and Culture (PARC) Advisory Committee;

WHEREAS, on June 13, 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) the recommendations received by city staff and the PARC Advisory Committee should be adopted; 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:

PART I:

1. The funding recommendations from city staff and the PARC Advisory Committee shown on Exhibit A are hereby approved.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 13th day of June, 2023.

LEHI CITY

_____
Mark Johnson, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

GRANT REQUESTS – APPLICATION SUMMARIES

Organization	Request	Organization or Facility Grant?	Short Description	Requested Amount
Harrington Center for the Arts	Chalk It Up	Cultural Organization	Chalk It Up is Utah's largest chalk art festival and this year Harrington Center for the Arts will be partnering with Utah Foster Care to create an impactful three-day event that will bring together close to 150 amateur and professional chalk artists to transform our sidewalks into a captivating one-of-a-kind arts experience.	$28,175
Hutchings Museum Institute	ADA Accessible Doors, Bathrooms, Wheelchair Lift	Cultural Facility	ADA Accessible doors for main entrance, bathrooms, and wheelchair lift to wild west room (jail).	$29,381
Hutchings Museum Institute	Temperature Controlled Storage and Storage Security	Cultural Organization	Temperature-controlled storage unit rental is necessary to maintain Lehi's history, art textiles, and military uniforms that require temperature and humidity control. Storage facility and security for the pink house, provided by the city (thank you!) were required due to having to move out of the old bank building for archives to be able to move into the space when the building was torn down for parking. PARC funded this project last year.	$8,182
Just for Kids of Utah County	HIVEs Cultural Arts Enhancement Project	Cultural Organization	The project will include purchasing items such as curriculum, art supplies and displays, a portable recording system with interchangeable microphones to project and clarify voices for performances.	$4,000
Lehi Area Music Association	Lehi Silver Band Wagon Repainting	Cultural Organization	This project seeks funding to restore the Lehi Silver Band Wagon by sanding and painting the current Lehi Silver Band Wagon, the first re-painting job since the wagon was constructed in 1997.	$6,800
Lehi Area Music Association	Percussion Impact	Cultural Organization	This project seeks funding to augment the musical capability of the Lehi Area Music Association by purchasing additional percussion instruments.	$10,520
Lehi Arts Council	New Theater Lights	Cultural Organization	The lights that we use to do productions are getting old and use a lot of energy. We want to replace them with new and more efficient lights.	$15,575

Organization	Request	Organization or Facility Grant?	Short Description	Requested Amount
Lehi Arts Council	New Wireless Mics	Cultural Organization	Purchase new wireless mics and replace our old, outdated mics. Because the old mics are not digital, we often will get interference from cell phones and other devices, causing the mic to make strange sounds and disrupting the performance.	$23,955
Lehi Arts Council	Cost for Workshops and Main Stage Shows	Cultural Organization	It is expensive to put on a show, and the cost of lumber has gone up, so it is getting hard to put on a quality show due to the expenses. PARC funds will be used for show royalties, set materials, and building rental fees.	$40,251
Lehi Arts Council	Sound Proofing Music and Dance Room	Cultural Facility	Our music and dance room are too loud and they need some sound proofing in them. We use the music room for all kinds of music recitals and music rehearsals and the acoustics in that room make it very difficult to hear the music properly. Also our dance room is very loud and when you are trying to teach a group dance steps if they are talking it is very hard to hear.	$20,000
Lehi Arts Council	Work Lights in Theater	Cultural Facility	We need work lights in the theater. If you only use the house lights to work or rehearse the theater is very dark. We need separate work lights that can be used to build sets and rehearse.	$10,000
Lehi Arts Council	New Electric Marquee Sign	Cultural Facility	We need a marquee that can be seen from the street similar to the Hutchings Museum.	$30,000
Lehi Historical Society and Archives	Subscription Fee for Collections Management System	Cultural Organization	PARC will pay our vendor-hosted collections management system subscription fee for 2024. Through ArchivEra, we track our collections as well as new donations; assign information like descriptions, dates, locations and subjects to items for searchability; attach images; print reports; and make our collections available through a public portal. PARC funded this project last year.	$5,260
Lehi Historical Society and Archives	Archive Materials for Archive Processes	Cultural Organization	Two computers, 51 archive boxes, two map bins and a nook remodel will be purchased and installed, and 500 hours of volunteer service will be given to assist in archival processes that will preserve Lehi history for generations to come.	$15,310

Organization	Request	Organization or Facility Grant?	Short Description	Requested Amount
Lehi Rippy Literacy Center	Boys Restroom Renovation	Cultural Facility	We would like to add a second toilet in our boy's restroom. We currently only have 1 toilet in the boy's restroom. We have two toilets in our girl's restroom and do not experience the difficulty that we have with our boy's restroom.	$20,000
Point of the Mountain Chamber of Commerce	Lehi Historical Railroad Station	Cultural Facility	The PARC funds requested will be used to improve the general condition of the Lehi Historical Railroad Station.	$200,000
Regalo Theater Company	Fall 2023 Play	Cultural Organization	Community theater production of a play during the fall of 2023. We will put on a production at Skyridge High school during September 2023. We will have a cast of approximately 30 people and production crew of 15 people.	$40,000
Regalo Theater Company	Winter 2024 Musical	Cultural Organization	Community Theater production of a musical during the Winter of 2024. We will put on a production at Skyridge High school during January 2024. We will have a cast of approximately 40 people and production crew of 15 people.	$50,000
Regalo Theater Company	Spring 2024 Musical	-	Application has been withdrawn due to the production being cancelled.	-
Regalo Theater Company	Summer 2024 – Beauty and the Beast	Cultural Organization	Community Theater production of the musical Beauty and the Beast in June 2024. We will put on a production of Disney's Beauty and the Beast at Skyridge High school during June 2024. We will have a cast of approximately 80 people and production crew of 20 people. We've already secured the rights for Beauty and the Beast.	$60,000
Thanksgiving Point Institute	Fossil Collection	Cultural Organization	Thanksgiving Point Institute (TGP) will build a new Junior Paleontology Lab and collections space to store and manage fossils at the Museum of Ancient Life.	$188,000
Wasatch Contemporary Dance Company	Immersive Multisensory Dance Performance	Cultural Organization	Wasatch Contemporary professional dancers join up with culinary artists to create an immersive performance that involves all the senses.	$4,000

GRANT REQUESTS – PARC COMMITTEE RECOMMENDATION:

Organization	Request	Req. Amount	Rec. Amount
Harrington Center for the Arts	Chalk It Up	$28,175	**$28,175**
Hutchings Museum Institute	ADA Accessible Doors, Bathrooms, Wheelchair Lift	$29,381	**$29,381**
Hutchings Museum Institute	Temperature Controlled Storage and Storage Security	$8,182	**$8,182**
Just for Kids of Utah County	HIVEs Cultural Arts Enhancement Project	$4,000	**$4,000**
Lehi Area Music Association	Lehi Silver Band Wagon Repainting	$6,800	-
Lehi Area Music Association	Percussion Impact	$10,520	**$2,650**
Lehi Arts Council	New Theater Lights	$15,575	**$15,575**
Lehi Arts Council	New Wireless Mics	$23,955	**$23,955**
Lehi Arts Council	Cost for Workshops and Main Stage Shows	$40,251	**$40,251**
Lehi Arts Council	Sound Proofing Music and Dance Room	$20,000	-
Lehi Arts Council	Work Lights in Theater	$10,000	-
Lehi Arts Council	New Electric Marquee Sign	$30,000	-
Lehi Historical Society and Archives	Subscription Fee for Collections Management System	$5,260	**$5,260**
Lehi Historical Society and Archives	Archive Materials for Archive Processes	$15,310	**$15,310**
Lehi Rippy Literacy Center	Boys Restroom Renovation	$20,000	**$20,000**
Point of the Mountain Chamber of Commerce	Lehi Historical Railroad Station	$200,000	-
Regalo Theater Company	Fall 2023 Play	$40,000	-
Regalo Theater Company	Winter 2024 Musical	$50,000	-
Regalo Theater Company	Spring 2024 Musical	$40,000	**(withdrawn)**
Regalo Theater Company	Summer 2024 – Beauty and the Beast	$60,000	**$60,000**
Thanksgiving Point Institute	Fossil Collection	$188,000	**$188,000**
Wasatch Contemporary Dance Company	Immersive Multisensory Dance Performance	$4,000	**$4,000**

Total Requested Amount: $ 849,409

Total Funding Available: $ 475,000

Total Recommended Amount: $ 444,740

Total Rollover for Next Year: $ 30,260

RECOMMENDATION FOR REMAINING PARC FUNDS:

If the City Council approves the funding as recommended by the PARC Committee additional funds will remain. The PARC Committee is recommending that $30,260 of this year's PARC Grant funds are rolled over to next year's grant funding. The number of grant applications is growing. Last year, the committee and City Council reviewed 12 applications. This year, the committee and City Council received 22 applications. The committee believes that having additional funds for next year will be beneficial for helping fund more projects as the PARC program becomes more widely known in the community.

REASONING FOR VARIATIONS BETWEEN REQUESTED & RECOMMENDATION AMOUNTS:

Lehi Area Music Association

The total requested amount by the Lehi Area Music Association is above the allowed funding threshold based on the PARC Tax Policy Section 5.4. The allowed grant funding is limited to $2,650 for the organization to meet the requirement based on the organization's previous year's operating cost. The committee has opted to fund $2,650 for the Percussion Impact project because of the project's ability for partial completion without full funding.

Lehi Arts Council

The total requested amount by the Lehi City Arts Council is above the allowed funding threshold based on the PARC Tax Policy Section 5.4. The allowed grant funding is limited to $94,768 for the organization to meet the requirement based on the organization's previous year's operating cost. The committee has opted to fully fund three projects (New Theater Lights, New Wireless Mics, Cost for Workshops and Main Stage Shows) for a total of $79,781 as these projects were the highest priority for the Arts Council. In addition to the limited funding, the committee did not recommend funding the other three projects (Sound Proofing Music and Dance Room, Work Lights in Theater, New Electric Marquee Sign) because the applicant submitted an estimation instead of a bid for the cost of these projects. The committee had concerns about the capacity to complete the projects if the bids come back higher than estimated.

Point of the Mountain Chamber of Commerce

The total requested amount by the Point of the Mountain Chamber of Commerce is above the allowed threshold based on the PARC Tax Policy Section 5.4. In addition, the committee assessed that the project did not have a large local impact or community need as the railroad station is not a cultural facility that is open to the public. The committee also had concerns about the funding of the project since the PARC Tax grant would be the sole source of funding for the project. Local impact, community need, and funding are large portions of the scoring criteria that the PARC Committee uses to recommend funding. Understanding this, the project received a low overall score and the committee does not recommend funding.

Regalo Theater Company

The total requested amount by the Regalo Theater Company is above the allowed funding threshold based on the PARC Tax Policy Section 5.4. The allowed grant funding is limited to $74,647 for the organization to meet the requirement based on the organization's previous year's operating cost. The committee has opted to fully fund the Summer 2024 – Beauty and the Beast project for a total of $60,000 as this project was the highest priority for the organization. The committee did not recommend funding for the other two projects (Fall 2023 Play, Winter 2024 Musical) due to the limited funding availability. The committee was also informed after receiving applications that the Spring 2024 Musical was cancelled. The committee opted to not recommend partially funding a show due to concerns about capacity.

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Lorin Powell
Submitting Department: Engineering
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-37 approving a street improvement agreement with Quicksilver Concrete.

Suggested Action:

Each year CDBG funds are received by Lehi City. The project selected to use a part of the 2022 CDBG funds was to improve the street on 300 West from 500 North to 600 North (curb, walk and asphalt widening on the east side of the road) This project has been designed, reviewed, bid and is now ready to go to construction. The intent of this project is to improve the safety of pedestrians, allow better traffic flow, improve drainage and enhance the properties and downtown area. A separate PO has been submitted. See attached Bid Tab.

Approve the Agreement and PO and authorize the Mayor to sign**.**

Attachments:

Res 2023-37.docx

Lehi 2022 CDBG Project.pdf

LEHI CITY

RESOLUTION NO. 2023-37

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A STREET IMPROVEMENT AGREEMENT WITH QUICKSILVER CONCRETE, INC.

WHEREAS, City desires to complete a street improvement project on 300 West from 500 North to 600 North; and

WHEREAS, the City solicited bids and selected Quicksilver Concrete, Inc. to perform the street improvement work; and

WHEREAS, on June 13th, 2023, the Lehi City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

1. The Agreement between Lehi City and Quicksilver Concrete, Inc. attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 13th day of June, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

Section 2.2

AGREEMENT

This AGREEMENT, made this 06 day of June, 2023 is by and between Lehi City ("Owner") and - Quicksilver Concrete Inc. (Contractor"). Owner and Contractor hereby agree as follows:

PART 1 WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

300 West [500 North to 600 North]
Installation of curb, gutter and sidewalk, fire hydrant, drive approaches, and driveway improvements. Includes removal of existing sidewalk & storm drain facilities. Includes asphalt saw cutting and new asphalt paving.

PART 2 ENGINEER

2.1 The Project has been designed by Berg Civil Engineering, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

PART 3 CONTRACT TIMES

3.1 *Time of the Essence*

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

3.2 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before **October 1st, 2023**, and completed and ready for final payment in accordance with Part 14 of the General Conditions on or before **October 15th, 2023**.

3.3 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Article 3.1 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Article 3.2 above, plus any extensions thereof allowed in accordance with Part 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner

$500 for each day that expires after the time specified in Article 3.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Article 3.2 above for completion and readiness for final payment until the Work is completed and ready for final payment.

3.4 *Progress Cleaning*

A. The OWNER or ENGINEER reserves the right to shut down the CONTRACTOR with no extension of time or cost to the contract if the project progress cleaning is not being done.

PART 4 CONTRACT PRICE

4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount determined pursuant to Paragraph 4.1A below:

A. For all Unit Price Work, payment will be an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

The Contract Price of your Contract is **$129,798.50**

(written out: One Hundred Twenty Nine Thousand Seven Hundred Ninety-Eight Dollars and Fifty Cents)

PART 5 PAYMENT PROCEDURES

5.1 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.2 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 5.2A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.7A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Part 14 of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Part 14 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.3 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Article 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Article 14.9.

PART 6 INTEREST

6.1 All moneys not paid when due as provided in Part 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place the Project.

PART 7 CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 7.1E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

PART 8 CONTRACT DOCUMENTS

8.1 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance, Payment, and other Bonds.
3. Lehi City Standards and Specifications.
4. All Supplemental Specifications and Special Provisions as listed in the table of contents.
5. Drawings as listed on the sheet index.
6. Addenda as issued.
7. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
    b. Documentation submitted by Contractor prior to Notice of Award.
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 8.1A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Part 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 3.3 of the General Conditions.

PART 9 MISCELLANEOUS

9.1 *Terms*

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

9.2 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Article 9.5:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on June 12th, 2023 (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
Lehi City	
By:	By:
Title:	Title:
(SEAL)	(SEAL)
Attest:	Attest:
Address for giving notices:	Address for giving notices:
Lehi City	
153 North 100 East	
Lehi City, Utah 84043	
Phone No.	Phone No.
Fax No.	Fax No.
(Attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	(Attach evidence of authority to sign.)

BID TABULATIONS

LEHI CITY 2022 CDBG DOWTOWN STREET IMPROVEMENT PROJECT

Bid Date: June 6th, 2023 @ 2:00 pm

				QUICKSILVER CONCRETE 548 S 600 E Lehi, UT 84043 Gradie Allred Quicksilverconcrete@gmail.com 801.420.3872		GENEVA ROCK PRODUCTS 1565 W 400 N Orem, UT 84057 Josh Jensen josjensen@genevarock.com 801.765.7571	
#	ITEM	QUANTITY	UNIT	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Mobilization	1	LS	$ 21,500.00	$ 21,500.00	$ 35,000.00	$ 35,000.00
2	Traffic Control	1	LS	$ 5,000.00	$ 5,000.00	$ 17,000.00	$ 17,000.00
3	Remove and Dispose Sidewalk / Curb & Gutter	175	SF	$ 10.00	$ 1,750.00	$ 22.00	$ 3,850.00
4	Saw Cut Asphalt	375	LF	$ 5.00	$ 1,875.00	$ 4.00	$ 1,500.00
5	Remove and Dispose Asphalt	957	SF	$ 3.00	$ 2,871.00	$ 4.00	$ 3,828.00
6	Curb & Gutter	325	LF	$ 60.00	$ 19,500.00	$ 52.00	$ 16,900.00
7	4' Sidewalk	1100	SF	$ 12.50	$ 13,750.00	$ 21.00	$ 23,100.00
8	5' Sidewalk	200	SF	$ 12.50	$ 2,500.00	$ 42.00	$ 8,400.00
9	Pavement (3" asphalt, 6" base, 18)	2650	SF	$ 10.25	$ 27,162.50	$ 13.00	$ 34,450.00
10	ADA Ramps	2	EA	$ 4,000.00	$ 8,000.00	$ 7,500.00	$ 15,000.00
11	Concrete Driveway	490	SF	$ 13.50	$ 6,615.00	$ 18.00	$ 8,820.00
12	Concrete Drive Approach	1	EA	$ 3,000.00	$ 3,000.00	$ 8,500.00	$ 8,500.00
13	6" deep Cobblestone Planter	1100	SF	$ 5.25	$ 5,775.00	$ 7.00	$ 7,700.00
14	Install Fire Hydrant	1	EA	$ 10,500.00	$ 10,500.00	$ 14,000.00	$ 14,000.00
				Total	**$ 129,798.50**	Total	**$ 198,048.00**

LOW BIDDER

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Lorin Powell
Submitting Department: Engineering
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2023-34 approving a water supply agreement with Central Utah Water Conservancy District for the sale of CWP and industrial water.

Suggested Action:

In 2008 Lehi City entered into an agreement to purchase 2500 AF of CWP Water from CUWCD. In 2019 Lehi City entered into an agreement to purchase an additional 160 AF of CWP Water from CUWCD. In 2022 Lehi City entered into another agreement to purchase 400 AF of CWP Water from CUWCD. We have been buying down portions of this water as Developers pay for their water rights needed to serve their property. These allotments are now fully committed. Due to the water quality west of the Jordan River and around Thanksgiving Point, we have required Developers in these areas to purchase CWP water to be used on their properties. West of the Jordan River and the Thanksgiving Point are now developing and need 800 AF this water to meet their water right commitments.

Texas Instrument also needs 3800 Acre-Feet of water to expand their Lehi Plant

The attached Agreement spells out the terms, conditions, and costs.

Approve the Agreement and authorize the Mayor to sign the Agreement**.**

Attachments:

Res 2023-34.docx

CWP Contract (4600AF Purchase).pdf

LEHI CITY

RESOLUTION NO. 2023-34

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A WATER SUPPLY AGREEMENT WITH CENTRAL UTAH WATER CONSERVANCY DISTRICT FOR THE SALE OF CWP MUNICIPAL AND INDUSTRIAL WATER

WHEREAS, the Central Utah Water Conservancy District (the "District") exists for the purpose of making water available to contract holders residing within its boundaries and of entering into agreements with water users for the purchase and sale of water and its delivery; and

WHEREAS, Lehi City desires to purchase municipal and industrial water from the District; and

WHEREAS, District is willing to enter into an agreement for the sale of 4600 acre-feet of municipal and industrial water to Lehi City; and

WHEREAS, on June 13th, 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 Water Supply Agreement with the District; 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 Water Supply Agreement between Lehi City and the District 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 13th day of June, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

WATER SUPPLY AGREEMENT

BETWEEN CENTRAL UTAH WATER CONSERVANCY DISTRICT AND LEHI CITY FOR THE SALE OF CWP MUNICIPAL AND INDUSTRIAL WATER

THIS WATER SUPPLY AGREEMENT ("Agreement") is made as of this _____ of _____, 2023 (the "Effective Date"), by and between the CENTRAL UTAH WATER CONSERVANCY DISTRICT, a water conservancy district organized under the laws of the State of Utah ("District"), and LEHI CITY, a Utah municipal corporation ("Purchaser"). The District and the Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The District is organized and exists pursuant to the Utah Water Conservancy Act, Utah Code Annotated §17B-2a-1001, et seq., and those provisions of §17B-1-101, et seq., applicable to all local districts, both sections as amended (collectively, the "Act"), for the purpose, among others, of making water available to contract holders residing within its boundaries and of entering into agreements with water users for the purchase and sale of water and its delivery.

B. The Purchaser is a water user organized under the laws of the State of Utah that utilizes and/or provides water service to its customers within its boundaries, and which desires to purchase an additional supply of municipal and industrial ("M&I") water from the District.

C. The District shall design, construct, operate, maintain, repair and replace the Central Utah Water Conservancy District Water Development Project ("CWP"), and has developed and obtained and will develop and obtain sources of water supply for sale and delivery to contract purchasers through the CWP, including the water supply to be provided to Purchaser hereunder.

D. The District's board of Trustees (the "Board"), has promulgated Resolution 2023-01-01, adopting the CWP Water Supply Policy Amendments, dated January 3, 2023, setting forth the parameters for the sale of the District's remaining CWP water supply (the "2023 Amended CWP Water Supply Policy").

E. In conformance with the policies and procedures set forth in the 2023 Amended CWP Water Supply Policy, the Purchaser has been allocated a portion of the remaining CWP supply.

F. The Parties enter into this Agreement to set forth the terms and conditions pursuant to which CWP water supply allocated herein may be reserved by, purchased by and delivered to the Purchaser at the point or points designated herein, for sale and distribution by the Purchaser to meet a portion of the needs of its customers for use as provided herein.

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

TERMS

1. **Sale and Purchase of CWP Water**

(a) Purchased Water. The District hereby agrees, during the term of this Agreement as set forth in Paragraph 12, to sell and the Purchaser hereby agrees to purchase in a given District fiscal year (July 1-June 30) annually, or in any event pay for, as described herein, Four Thousand Six Hundred (4,600) acre-feet of M&I water developed from the CWP ("Purchased Water"), consisting of Four Thousand Six Hundred (4,600) acre-feet of Deliverable Water, as defined in Paragraph 1(b) below, delivered using CWP or District operated infrastructure.

(b) Take-down and Delivery Schedule. Subject to the terms and conditions of this

Agreement, the Purchased Water shall be held by the District in reserved status ("Reserved Status"), and made available by the District to the Purchaser in accordance with the Take-down Schedule attached as EXHIBIT "A" hereto (the "Take-down Schedule"). Purchased Water scheduled to be delivered in any given fiscal year according to the Take-down Schedule ("Deliverable Water"), shall be delivered to the Purchaser at the specified point or points of delivery, and within the maximum daily flow rates ("Contract Capacity"), set forth on the Delivery Location and Capacity Schedule attached as EXHIBIT "B" hereto (the "Delivery Schedule"). The Parties hereby understand and acknowledge that in establishing the Contract Capacity, the District must consider both the capacity of the available CWP water supply and the capacity of the available CWP infrastructure, including the capacity of all available reservoirs, wells, treatment plants, transmission lines, meters and meter stations, and pumps and pump stations within the CWP system (collectively, the "CWP System Capacity").

(c) Substantially Similarly Situated Customers Offer. The District and the Purchaser agree and understand that the sale of Purchased Water under this Agreement is under terms and conditions that are substantially the same for similarly situated customers entering into CWP water supply agreements during the period July 1, 2022 through June 30, 2023 (said grouping of water supply agreements being referred to for purpose of identification as "CWP FY 2023A Water Supply Agreements"). It is acknowledged that all CWP FY2023A Water Supply Agreements shall contain and be consistent with the requirements of the 2023 Amended CWP Water Supply Policy pursuant to which all of the remaining CWP water supply shall be allocated.

(d) Similar Pricing Structure Amendment. In the event the District shall enter into any CWP supply agreement(s) with a similarly situated customer having a pricing structure or terms of sale more favorable to the purchaser therein than those set forth in Paragraph 2 below, the Parties may mutually

agree that this Agreement be amended so as to apply the same pricing structure or terms of sale herein.2. **Sales Price of Purchased Water**

(a) General.

(1) Purchased Water is sold and delivered pursuant to a pricing structure containing the following two components: (i) a One-time Development Charge; and (ii) an Annual Fee, all as described in Paragraph 2(b) below. (The One-time Development Charge, and the Annual Fee are sometimes referred to herein collectively as the "CWP Fees").

(2) The two components of the pricing structure may be influenced, among other things, by the grouping, by year, of water purchase agreements for CWP water.

(3) The CWP Fees set forth herein are imposed for the sole purpose of funding the development of the CWP water supply and providing the infrastructure necessary to deliver the Purchased Water to the Purchaser and other water users and customer agencies that enter into similarly situated and dated CWP water supply agreements. CWP Fees will not include District costs from projects not directly related to the CWP. The District shall treat all CWP water purchasers, similarly situated pursuant to water sales agreements which have been grouped according to the effective dates of said agreements, as may be determined by the District, in an equal, fair and non-discriminatory manner.

(4) CWP Fees under this Agreement shall be due and payable by the Purchaser, as provided herein, regardless of whether the Purchaser calls for or uses all or any portion of the Purchased Water in any given fiscal year, and regardless of any modification in the quantity of water allocated for delivery to Purchaser in a given fiscal year as authorized under Paragraph 7 herein. Notwithstanding the foregoing, in the unlikely event the CWP infrastructure is not capable of

delivering Purchased Water to Purchaser in the fiscal year first set forth in the Take Down Schedule, the obligation of the Purchaser to pay the One-time Development Charge due and payable that fiscal year shall be suspended, and the volume of water scheduled to be removed from Reserved Status and become Deliverable Water in that fiscal year shall be set back and added onto the next succeeding year, until Purchased Water is available for delivery, at which time payment of the One-time Development Charge, in the amount set forth in the Take-down Schedule as provided herein, shall be due for the fiscal year in which Purchased Water first becomes Deliverable Water and for each fiscal year added on thereto, as billed by the District.

(5) Notwithstanding any provision herein to the contrary with regard to payment of CWP Fees, the Purchaser may request in writing that it be authorized to pre-pay, in whole or in part, any one or all of the CWP Fees due and owing hereunder. The pre-payment request shall be analyzed on a case-by-case basis, and be authorized at the sole discretion of the District, subject to such terms and conditions as the District shall determine at the time. The District's authorization to pre-pay and the terms and conditions of pre-payment shall be set forth in a separate written agreement to be executed between the District and the Purchaser.

(b) CWP Pricing Structure. The pricing structure applicable to this Agreement is as follows:

(1) One-time Development Charge.

(A) The District must recover from all purchasers that enter into water supply agreements the costs of the District to develop the CWP, including the acquisition and development of the CWP water supply and the planning, design and construction of the CWP infrastructure (collectively, the "CWP Development Cost"). The One-time Development Charge is charged on a per acre-foot basis as provided in Paragraph 2(c) below, and covers a portion of the Purchaser's

proportionate share of the CWP Development Cost. The respective One-time Development Charge is fixed by this Agreement in the amounts set forth in Exhibit A, and is not subject to change for the CWP water which has been reserved under this Agreement.

(B) The One-time Development Charge is paid one-time only by the Purchaser for the total volume of Purchased Water, and is due and payable on July 1 of the fiscal year in which Purchased Water becomes Deliverable Water pursuant to the provisions of Paragraph 1(b) herein, and made available to the Purchaser for delivery each year in accordance with the Take-down Schedule, by the first day of the first month of the fiscal year, consistent with the 2023 Amended CWP Water Supply Policy that requires the remaining CWP water supply allocated herein to be taken in accordance with Exhibit A, and the One-time Development Charge to be pre-paid for the entire CWP water supply contracted for hereunder by the beginning of fiscal year 2026-2027, as set forth in EXHIBIT "C" hereto.

(2) Annual Fee.

(A) The Annual Fee is charged on a per acre-foot basis as provided in Paragraph 2(c) below and is imposed to cover costs associated with the operation, maintenance, repair and replacement ("O&M") of the CWP infrastructure, to fund O&M reserves for the CWP, and to pay the remaining portion of the Purchaser's proportionate share of the CWP Development Cost not covered by the One-time Development Charge (proportionate share for this purpose being defined as Purchaser's total volume of Purchased Water under this Agreement divided by the total capacity of the CWP attributable to water capable of being delivered through CWP Infrastructure, estimated by the Parties as of the date hereof to be 53,306 acre-feet, averaged over a five-year rolling period), and to cover other related costs of the District pertaining solely to the CWP infrastructure, taking into account,

among other things, the timing of additional capital facilities, if any, needed to satisfy future customer demands on the CWP System.

(B) In payment of the Annual Fee, the Purchaser will only pay that amount attributed to a proportionate share of costs incurred for O&M, to fund the O&M Reserve and other related costs pertaining to CWP infrastructure, apportioned to the Purchaser based upon the annual cumulative volume of Deliverable Water, in acre-feet.

(C) The Annual Fee, for the purpose of this Agreement, has two separate components, the amounts of which are estimated each fiscal year, and together comprise the Annual Fee, as follows:

(i) The Annual OM&R Component ("OM&R Component"). This component is imposed to cover costs associated with the operation, maintenance, repair and replacement of the CWP infrastructure in operation status and to fund OM&R reserves for the CWP. The OM&R Component is estimated and shall be imposed in a reasonable amount in conformance with applicable State law, annually at the beginning of each Fiscal Year (which may change from year-to-year), and is charged on a per acre-foot basis for the then cumulative total of the amount of Deliverable Water as of that Fiscal Year.

(ii) The Annual Capital Recovery Component (the "Capital Recovery Component"). This component is imposed to pay the remaining portion of the Purchaser's proportionate share of the CWP Development Cost not covered by the One-time Development Charge, as defined above. The Capital Recovery Component is estimated from time to time by the District as it updates its CWP System financial status (which may change from year-to-year), taking into account, among other things, the timing of additional capital facilities, if any, needed to satisfy future customer

demands on the CWP System, and is charged on a per acre-foot basis for the then cumulative total amount of Purchased Water identified as of that Fiscal Year.

(D) The initial amount of the Annual Fee, including the estimated amounts of the OM&R Component and the Capital Recovery Component, to be levied in connection with the Purchased Water reserved for Purchaser hereunder, is set forth in Exhibit A, with the understanding that amounts set forth therein for both the OM&R Component and the Capital Recovery Component are estimates and subject to change annually as set by the Board. Payment shall be made in conformance with the following:

(i) The District will invoice the Purchaser for the Annual Fee commencing the first day of the month next succeeding the month in which Purchased Water becomes Deliverable Water pursuant to Paragraph 1(a).

(ii) Subject to the provisions of Paragraph 2(b)(2)(D) below, the Annual Fee is payable by the Purchaser on a monthly basis within 30 days of the date of the District's invoice for actual water deliveries made in months prior to the date of the invoice.

(iii) Subject to Paragraph 7 below, the Annual Fee is to be paid by the Purchaser as provided herein regardless of whether the Purchaser calls for or uses any of the Deliverable Water in any given year, and regardless of any modification in the quantity of water allocated for delivery to Purchaser in a given year as authorized under Paragraph 7 herein. In the event the amount paid by the Purchaser under invoices for actual water delivered in conformance with Paragraph 2(b)(3)(C)(ii) is less than the total Annual Fee due hereunder, the remaining balance shall be invoiced by the District in the June billing each fiscal year.

(E) Notwithstanding the provisions of Paragraph 2(b)(2)(C) above, the

Purchaser, at its option, may give written notice to the District that it desires to capitalize one or both of the components of the Annual Fee. The District is willing to accept an up-front capitalized payment of the Capital Recovery Component and/or the OM&R Component, for a period of years agreeable to the District and Purchaser (the "Capitalization Period"), under terms and conditions established by the District in its sole discretion, subject to the following:

(i) Upon receipt of notice from the Purchaser that it intends to capitalize one or both of the components of the Annual Fee, the District will calculate the total estimated capitalized amount of each applicable component which shall be due and payable over the Capitalization Period commencing the date Deliverable Water becomes available to the Purchaser (the "Capitalized Component of the Annual Fee"). The District will thereupon notify the Purchaser, in writing, of the amount of the Capitalized Component of the Annual Fee to be charged, which shall be due and payable by the Purchaser within thirty (30) days from the date it receives said notice.

(ii) The Parties understand and agree that upon payment of the Capitalized Component of the Annual Fee, no credit shall be given to, and no additional payment shall be required to be paid by, the Purchaser, notwithstanding the fact that the actual amount that would have otherwise been paid varies from the estimated amount of the Capitalized Component of the Annual Fee actually paid by the Purchaser, as authorized herein.

(3) Interest on Delinquent Accounts. Any CWP Fee that remains unpaid after it shall have become due and payable as provided herein shall be subject to simple interest at the rate of one and one-half percent (1.5%) of the delinquent amount per month. Interest will begin to accrue from the date of delinquency and will continue to accrue until such time as the delinquent CWP Fees and all accrued interest have been paid in full; provided, however, that no interest shall be charged to or paid

by the Purchaser unless such delinquency continues for more than thirty (30) days beyond the date of delinquency.

3. **Quality of Water Delivered.**

CWP culinary water shall be delivered to the Purchaser in conformance with standards for public drinking water set by applicable law and regulation, including the Utah Division of Drinking Water and/or the Utah Drinking Water Board of the Department of Environmental Quality. The District and Purchaser agree that the treated Deliverable Water comes from CWP water sources comprised of Provo River water, high quality deep groundwater from a well field in or near Vineyard, Utah, or other sources of comparable quality. Notwithstanding the foregoing, the District shall not be liable, or otherwise in breach of this Agreement, for failure to meet the referenced quality standards unless the failure is due to the District's willful misconduct or gross negligence. Purchaser shall be responsible to meet all applicable cross-connection control standards of the State of Utah relating to the water connections to the District's point of service.

4. **Reservation of Water; Replacement Purchaser.**

(a) The District shall hold Purchased Water in Reserved Status for the Purchaser pursuant to the Take-down Schedule. Purchased Water must be removed from Reserved Status based on said schedule. Notwithstanding the foregoing, it is understood and agreed by the Parties that the Take-down Schedule in Exhibit A may be revised, but only if: (i) the Purchaser submits to the District a written request to revise the takedown schedule, (ii) agrees to maintain in place the total amount of CWP water contracted for herein, and (iii) the District formally approves the requested change. As Purchased Water is removed from Reserved Status, payments will be required for each acre-foot of Deliverable Water as set forth in Paragraph 2.

(b) The Purchaser may conclude that it has reserved more Purchased Water than it will eventually require. The District may consider an application from the Purchaser to transfer or otherwise reduce all or a portion of the amount of CWP water contracted for hereunder; however, the District will not approve the application unless and until another water user in North Utah County ("Replacement Purchaser") applies for a new contract, in an equal or greater quantity, to simultaneously replace the reduction hereunder. In such event, the District may approve such a replacement transaction, on the basis of the same terms or on differing terms, in the best interest of the District at its sole discretion. The District agrees, however, that it will not unreasonably deny Purchaser's application for or alter the terms of the replacement transaction under a new contract. The limitations and conditions that shall apply, however, to such a replacement transaction include the following:

(1) A reduction in contract volume to be taken down by Purchaser and/or the timing thereof, as set forth in the Take-down Schedule, hereto must include a corresponding, proportional reduction in Contract Capacity under the Delivery Schedule hereto;

(2) The reduction of contract volume and/or the timing thereof under the Take-down Schedule hereto is limited to the corresponding amount and/or timing of the new or increased contract volume of the Replacement Purchaser; and

(3) The reduction of Contract Capacity under the Delivery Schedule hereto must be at least as great as the Contract Capacity increase of the new or increased contract of the Replacement Purchaser, except for variations in maximum daily delivery as between the Purchaser and the Replacement Purchaser.

(c) At the Purchaser's request, and provided that the District has developed the required CWP System Capacity:

(1) Purchased Water may become deliverable to the Purchaser on a year-to-year basis according to an accelerated schedule from that shown in the Take-down Schedule, subject to terms and conditions mutually agreed to in writing by the Parties, or

(2) Purchased Water may become deliverable on a permanent basis according to an accelerated schedule from that shown in the Take-down Schedule subject to the terms and conditions set forth in this Agreement.

(d) In the event of a reduction in the take-down as a result of a reduction or transfer of Purchased Water by the Purchaser as provided in subparagraph 4 (b) above, or an acceleration in the delivery of the Purchased Water as provided in subparagraph 4 (c) above, the applicable CWP Fees due and payable by the Purchaser to the District as provided in Paragraph 2 shall be correspondingly accelerated or reduced as the case may be, as determined in the sole discretion of the District in conformance with the provisions of Paragraph 2(b).

5. **Point of Delivery**

(a) Purchased Water will be measured and delivered to the Purchaser only at the point or points of delivery identified in Delivery Schedule. The infrastructure to be constructed by the District for the purpose of delivering Purchased Water from its main transmission lines at said point(s) of delivery include a vault, valve(s), meter(s), piping and related facilities and equipment ("Delivery Infrastructure"), as determined to be necessary by the District to deliver and measure the Purchased Water at said point(s). The Delivery Infrastructure will be constructed and installed at the District's sole expense in connection with the development of the CWP, and the District shall own, operate,

maintain, repair and replace the same for the term of this Agreement.

(b) Once the District delivers Purchased Water to the point(s) of delivery, it shall be the responsibility of the Purchaser to provide its own facilities as needed to take this water from the Delivery Infrastructure or Purchasers sources into the Purchaser's own delivery and/or distribution system for its use. No new points of delivery will be allowed without the prior written approval of the District. All Purchased Water delivered by the District under this Agreement will be measured through measuring devices installed in the Delivery Infrastructure.

6. **Flow of Water to be Delivered; Surcharges**

(a) Contract Capacity. It is understood by the Purchaser that the delivery of Deliverable Water by the District to the Purchaser is limited to the Contract Capacity set forth in the Delivery Schedule.

(b) Conditions for Authority to Exceed Contract Capacity. If CWP System Capacity is available to deliver water beyond the Contract Capacity, and the Purchaser so requests, the Purchaser may, with the prior written approval of the District, receive delivery of Deliverable Water at a flow rate higher than the Contract Capacity provided in the Delivery Schedule, subject to the following:

(1) The maximum flow rate at which the Deliverable Water shall be delivered and resulting adjustments in the applicable CWP Fees set forth in Paragraph 2 (c) herein for said year or other costs to be applied, if any, shall be negotiated and agreed upon by the Parties prior to the delivery of Deliverable Water in the increased amount.

(2) A request by the Purchaser to exceed the Contract Capacity shall be made on an annual basis no later than April 30th.

(3) Notwithstanding the foregoing, if the Contract Capacity is exceeded by the

Purchaser without receiving the prior written approval of the District, then a monthly surcharge will be assessed to the Purchaser in an amount per acre-foot set annually by the District for each acre-foot of water exceeding the Contract Capacity or the Contract Capacity as modified in accordance with Paragraph 6(b)(1), calculated on a daily basis.

7. **Quantity of Water Delivered**

(a) The District is not a guarantor of CWP water supply or of CWP delivery capacity. It is understood by the Parties that the District's ability to deliver CWP water to the Purchaser depends, in part, on the available CWP System Capacity. Therefore, in its reasonable discretion and pursuant to its interpretation and the application of its policies, rules, and procedures as they may be amended periodically:

(1) in times of CWP water shortage due to lack of runoff or other conditions which may be beyond the control of the District, the District may make a ratable allocation of CWP water among the various CWP purchasers, which allocation shall be based on the then-current amount of Deliverable Water in proportion to the District's CWP water purchase commitments under all of its CWP water supply agreements, and the amount of Deliverable Water for that fiscal year shall be reduced pro-rata; and

(2) in the event of CWP System Capacity shortages due to potential failures of equipment and infrastructure, and limitations in water source and infrastructure capacities, and in peak demand periods and other times of limited delivery capacity, the District may allocate the available CWP System Capacity among the District's CWP purchasers, which allocation shall be based on the then-current amount of CWP System Capacity available in proportion to the total CWP delivery capacity set forth in the Delivery Schedule.

(b) No liability shall accrue against the District or any of its trustees, officers, agents, or employees, for any damages, direct or indirect, sustained by the Purchaser and/or its customers in the event of shortages of CWP System Capacity, or the District's inability to deliver the Purchased Water to the Purchaser not resulting from the District's own willful misconduct or gross negligence, or due to shortages caused by drought, hostile diversion, prior or superior claims, or other similar causes not within the control of the District.

(c) In the event the Purchaser does not take delivery during any contract year of all of the Deliverable Water for which the One-time Development Fee has been paid in conformance with the provisions of Paragraph 2 (b) (1), the Purchaser may take delivery in the immediately following contract year of so much of the Deliverable Water not taken as does not exceed five percent (5%) of the total Deliverable Water for that year ("Deferred Water"), subject to the following:

(1) Calculation of the amount of Deferred Water shall not include any water besides Deliverable Water as of the end of the previous contract year.

(2) Deferred Water cannot be accumulated on a multi-year basis.

(3) Deferral is subject to the availability of CWP System Capacity, as reasonably determined by the District;

(4) Delivery of Deferred Water shall have a lower priority than delivery of Deliverable Water for that year;

(5) The Purchaser may take delivery of Deferred Water only after it has taken delivery of all of the Deliverable Water for the contract year in which the Deferred Water is to be taken.

8. **Use and Delivery of Purchased Water by the Purchaser**

(a) The Purchaser shall use the Purchased Water made available to it under this Agreement

only for M&I purposes within the CWP service area within Utah County. No other use of Purchased Water shall be made without the prior written consent of the District.

(b) Consistent with the requirements of the 2023 Amended CWP Water Supply Policy:

(1) the Purchaser shall implement and maintain a General Plan which includes or refers to a water use element within the General Plan, and by December 31, 2025, to amend said plan to include a water use and preservation element; and shall maintain such element in the General Plan; and

(2) the Purchaser shall implement and maintain a water and sewer needs master plan or similar document which and addresses and considers, among other things, long-range population and other projections leading to estimated total development needs corresponding to total water requirements; a summary of water rights and estimated water source capacities for all of its current and planned water supplies (including CWP water supply contracts); a summary of the volume of water developers are required to either purchase from the Purchaser or provide to the Purchaser for each equivalent residential unit to be developed; the location of wastewater treatment plants that receive sewer flows from the Purchaser and where the effluent from said treatment plants is discharged; and shall maintain a copy of the water and sewer needs master plan, and amendments thereto, with the District.

(c) The portfolio of water rights the District has acquired for the CWP requires that a percentage of water represented by the CWP water rights be returned to the hydrologic system of Utah Lake in order to avoid interference with other water right appropriators and with other District water supply operations. As such, the Purchaser shall not recycle nor otherwise utilize the Purchased Water in a manner that depletes the Purchased Water in amounts greater than twenty percent (20%) without the

prior written consent of the District.

(d) Consistent with the requirements of the 2023 Amended CWP Water Supply Policy, the Purchaser shall submit a report or summary, with substantiating data, annually to the District to account for depletions for total culinary water use within Purchaser's service area (total water meter deliveries) compared to total water sent to Timpanogos Special Service District (TSSD) or any other wastewater treatment facility (total wastewater deliveries), and shall, on or before December 31 of each year, submit a report or summary, with substantiating data for the prior water year ending October 31st, to the District to account for depletions for the total CWP culinary water use sent to and water returned from the existing and future manufacturing sites of Texas Instruments, and its successors-in-interest, and returned to the Purchaser's wastewater collection system conveyed to TSSD. The District may consider a different method of depletion accounting from the Purchaser; however, the District must approve the method before implementing this method for the annual reports/summaries.

(e) The Purchaser shall build its own infrastructure as required by it to take delivery of the Purchased Water from the District and utilize and distribute the same to its customers. All cost for O&M of the Purchaser's facilities shall be paid by the Purchaser and not the District.

(f) The Purchaser shall not use, deliver for use, sell, lease or otherwise dispose of any Purchased Water outside Purchaser's political boundaries or its recognized service area, without the prior written consent of the District. No user of the Purchased Water will use the Purchased Water on any basis other than the same basis as the general public.

(g) The facilities to be used to provide and deliver the Purchased Water have been or may be financed, in whole or in part, with the proceeds of tax-exempt bonds ("Tax-exempt Bonds") of the District.

(1) The Purchaser acknowledges that in the event the District issues or has issued Tax-exempt Bonds related to the Purchased Water or its delivery, the use of Purchased Water by the Purchaser may be subject to various limitations imposed under the Internal Revenue Code of 1986 (the "Code"), and United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code (the "Regulations"), that must be complied with in order to protect the tax-exempt status of interest on the Tax-exempt Bonds; and as such, the Purchaser agrees that the Purchaser shall not establish any fund or otherwise set aside any money or investments that it reasonably expects to use to make payments due and owing to the District under this Agreement without the prior written approval of the District (which approval may, among other requirements, limit the maximum yield for the investment of any such amounts pursuant to certain arbitrage rules under applicable provisions of Section 148(f) of the Code and the Regulations).

(2) The Purchaser shall, on an annual basis, provide to the District written verification of compliance with the requirements of this Subparagraph 8 (g).

9. **Water Conservation**

(a) The Purchaser covenants that it shall prepare and implement a water conservation plan (Conservation Plan) promulgated and adopted by the Purchaser's city council which addresses, among other things, pricing, technical assistance and public education as components of the Conservation Plan. The Conservation Plan shall be submitted to and approved by the Utah Division of Water Resources within the last 5 years and filed with the District. The Conservation Plan has been submitted to the District as of the Effective Date and is acceptable and shall be updated and resubmitted to the District in accordance with the schedule required by the Utah Division of Water Resources.

(b) Consistent with the requirements of the 2023 Amended CWP Water Supply Policy, the

Purchaser has also adopted, is implementing and maintaining landscaping ordinances which shall apply to all new residential, industrial, and commercial developments in its boundaries submitted for approval as of the Effective Date, that promote water conservation similar to the District suggested landscape ordinance effective as of 2023. The landscape ordinances shall specifically include, but not be limited to, (i) elimination of non-functional turf for public strips narrower than 8 feet at its narrowest point along new public roads platted or approved by the Purchaser subsequent to the Effective Date; and (ii) provide for the adoption of Localscapes or similar elements as determined by CWP's suggested landscape ordinance. A copy of the Purchaser's landscape ordinance, and a copy of the minutes verifying the approval of the same, shall be submitted to the District prior to May 31, 2023. The Purchaser shall, on or before November 15 of each year, submit a written certification that all new developments within the prior year have been approved by the Purchaser in compliance with the requirements of the Purchaser's then current landscape ordinance.

10. **Covenant Regarding Fees and Charges**

In order to assure full and continuous performance of the Purchaser's obligations as set forth herein, the Purchaser hereby covenants and agrees that it will levy and collect all necessary fees, charges and assessments and reasonable contingencies in amounts which, together with other legally available funds, are sufficient to pay in full to the District all of its CWP Fee obligations under this Agreement. The Purchaser shall timely pay to the District the full amount of CWP Fees as they become due regardless of whether the Purchaser collects the full amount of its fees, charges, and assessments from its customers.

11. **Refusal of Water in the Event of Default and Termination**

(a) The District may withhold the delivery of all or any portion of the Purchased Water to

the Purchaser if the Purchaser is in arrears for more than sixty (60) days in the payment to the District of any CWP Fee to be paid pursuant to Paragraph 2(b). Deliveries shall resume upon payment in full of any such arrearage including any and all accrued interest imposed by the District pursuant to this Agreement. Funds received to cure any arrearage shall be first applied by the District to payment of accrued interest and then towards the reduction of the principal on any such outstanding CWP Fee.

(b) If the Purchaser is in default under any provision of this Agreement and the default remains uncured for more than sixty (60) days after the date of written notice of default, the Parties shall reasonably mediate the dispute. However, if the dispute remains unresolved notwithstanding mediation, this Agreement may be terminated at the sole discretion of the District, subject to the following:

(1) The Purchaser shall have up to one (1) year after the date of written notice of default to seek judicial resolution of the dispute following mediation. This Agreement may not be terminated by the District during the pendency of any judicial action, including any subsequent appeal. In the event it is finally determined by a court of competent jurisdiction, including upon final appeal, that the Purchaser is in default, the Purchaser shall have ninety (90) days after the applicable court order becomes effective to cure any default.

(2) Should the Purchaser fail to bring legal action within said one year period or cure the default after the expiration of the 90 day cure period as provided in Paragraph 10 (b)(1), and the dispute otherwise remains unresolved, the District may thereupon proceed to terminate the Agreement, effective upon written notice to the Purchaser.

(3) Upon termination of the Agreement, the Purchased Water will revert to the District for reallocation to other purchasers as determined by the District.

(4) Termination will not relieve the Purchaser of its obligations to pay any past due CWP Fees, together with any and all accrued interest; however, the Purchaser will be relieved of any future payment obligations after the termination of this Agreement.

12. **Term of Agreement**

The term of this Agreement shall be perpetual so long as the required payments are paid in accordance with the terms of this Agreement. However, nothing herein shall prohibit the Parties from amending or terminating this Agreement if the Parties mutually agree to do so. There are no third party beneficiaries of this Agreement, and no one other than the Parties hereto may enforce its terms and conditions.

13. **Assignment Limited**

Neither Party may assign this Agreement or any of its rights under it without the prior written consent of the other Party; provided, however, that the District may pledge and assign any monies received pursuant to this Agreement to the payment of the District's bonds or other obligations.

14. **Exhibits**

All exhibits attached to this Agreement are incorporated into and made a part of this Agreement as though fully set forth herein.

15. **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

16. **Severability**

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable

term or provision shall not affect the enforceability of any other term or provision of this Agreement.

17. **Construction**

This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or who's attorney) prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

18. **Further Action**

The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

19. **Business Relationship**

This Agreement neither acknowledges the existence of nor is it intended nor shall it be construed to establish, create or organize any principal-agent relationship, partnership, joint venture, or any other legal entity or form of business relationship between the Parties, and is limited solely to the purposes and interests expressed herein.

20. **Entire Agreement**

This Agreement, including exhibits, constitutes the entire agreement of the Parties and

supersedes all prior undertakings, representations, or agreements of the Parties regarding the subject matter hereof.

21. **Warranty of Authority**

Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified herein. The District and the Purchaser each represent and warrant that it has full legal right and authority to enter into this Agreement.

22. **Notices**

Notices given by or to the Parties shall be in writing and may be served personally or served by depositing them in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed to the Parties at the addresses set forth below, or at such other addresses as the Parties may designate in writing:

DISTRICT:

Central Utah Water Conservancy District
Attention: General Manager
1426 East 750 North Suite 400
Orem, Utah 84097

PURCHASER:
Lehi City
Attention: Mayor
153 N 100 E
P.O. Box 255
Lehi, Utah 84043

23. **Rules and Regulations Governing Service**

Subject to the terms and conditions of this Agreement, the District reserves the right to adopt rules and regulations governing the delivery of water under this Agreement, and to exercise its full

statutory powers, including specifically the right to amend its rates, fees, charges, and its rules and regulations in the future, and the right to exercise its statutory powers, as they now exist or are amended or enacted in the future. It is expressly agreed that the District, by signing this Agreement, has not surrendered any of its rights in this regard.

24. **Subject to the Act**

Subject to the terms and conditions of this Agreement, any commitment of CWP water, and payment to the District for CWP water so committed pursuant to this Agreement, shall be subject to the Act and the rules and regulations of the District's Board of Trustees now existing or hereafter legally promulgated, as the same may be supplemented or amended.

25. Incorporation of Recitals and Exhibits. The Recitals first set forth above, and all Exhibits hereto, are hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOFF, the Parties hereto have executed this Agreement effective as of the Effective Date.

CENTRAL UTAH WATER CONSERVANCY DISTRICT	**LEHI CITY**
By: _____	By: _____
Its: President	Its:
Attest: _____	Attest: _____
Secretary	Its:

EXHIBIT A

PURCHASED WATER TAKE DOWN SCHEDULE (BY VOLUME) FOR PURCHASED WATER AND PRICING STRUCTURE UNDER THIS AGREEMENT

1-Apr-23

EXHIBIT A - LEHI CITY CWP FY2023A Agreement

(A)	(B)	(C)	(D)	(G)	(I)	(J)
Fiscal Year (ie FY2008-09 = July 1, 2008 - June 30, 2009)	**One Time Development Take Down Fee ($/AF)**	**Annual Volume of Purchased Water For Which One Time Development Fee is Due** (AF)**	**Annual Volume of Purchased Water that is Deliverable Water (AF)**	**Capital Recovery Component of Annual Fee** *Actual* and Estimated for Volume of Water in Column D As Determined By CUWCD* ($/AF)	**OM&R Component of Annual Fee** *Actual* and Estimated for Deliverable Water in Column E As Determined By CUWCD* ($/AF)	**Annual Fee** *Actual* and Estimated Future As set annually by CUWCD* (Columns G+I) ($/AF)
2008-09	*$5,850*	*0*	*0*			*$300*
2009-10	*$6,200*	*0*	*0*			*$314*
2010-11	*$7,000*	*0*	*0*			*$328*
2011-12	*$7,800*	*0*	*0*			*$343*
2012-13	*$8,400*	*0*	*0*			*$358*
2013-14	*$8,500*	*0*	*0*			*$374*
2014-15	*$9,100*	*0*	*0*	*$222*	*$169*	*$391*
2015-16	*$9,370*	*0*	*0*	*$140*	*$268*	*$408*
2016-17	*$9,600*	*0*	*0*	*$219*	*$208*	*$427*
2017-18	*$9,840*	*0*	*0*	*$280*	*$166*	*$446*
2018-19	*$10,090*	*0*	*0*	*$310*	*$156*	*$466*
2019-20	*$10,340*	*0*	*0*	*$346*	*$141*	*$487*
2020-21	*$10,600*	*0*	*0*	*$364*	*$145*	*$509*
2021-22	*$10,870*	*0*	*0*	*$344*	*$188*	*$532*
2022-23	**$11,140**	*0*	*0*	$362	$194	**$556**
2023-24	$11,420	*600*	*600*	$381	$200	$581
2024-25	$11,700	*200*	*800*	$395	$209	$604
2025-26	$11,990	*570*	*1,370*	$410	$218	$628
2026-27	$12,290	*570*	*1,940*	$425	$228	$653
2027-28	$12,600	*570*	*2,510*	$441	$238	$679
2028-29	$12,920	*570*	*3,080*	$458	$249	$707
2029-30	$13,240	*570*	*3,650*	$470	$260	$730
2030-31	$13,570	*570*	*4,220*	$481	$272	$753
2031-32	$13,910	*380*	*4,600*	$493	$285	$778
2032-33	$14,260	*0*	*4,600*	$504	$299	$803
2033-34	$14,610	*0*	*4,600*	$516	$313	$829
2034-35	$14,980	*0*	*Continues*	$589	$416	$1,005
Totals		4,600				

Actual previous fee amounts are in Italics and Blue as set annually by CUWCD Board of Trustees

*Future Fee amounts are estimated amounts and are subject to change before being adopted annually by CUWCD Board of Trustees

** If Takedown schedule is revised in accordance to Paragraph 4(a) this column will be revised also.

EXHIBIT B

DELIVERY LOCATION AND RATE OF DELIVERY CAPACITY SCHEDULE

Delivery Location	Ultimate Contract Capacity (Maximum Daily Flow Rate in GPM But Limited by Annual Deliverable Volume) See Note (1)
FOR PURCHASED WATER	
1. Center Street 1000 South Lehi, Utah	
2. 2300 West 1000 South, Lehi, Utah	
3. 9600 North 10900 West (Utah County)	
See attached Figure 1	For Combined Total of up to 6,044 GPM

(1) The total Contract Capacity corresponds to the Cumulative Annual Volume Delivered shown in Exhibit A in each year multiplied by 18% and divided by 31 days and converted to a gallons per minute flow rate, i.e. Delivered Water amount in AF multiplied by 0.18 divided by 31 days multiplied by 325,850 gallons per AF divided by 24 hours per day divided by 60 minutes per hour.

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EXHIBIT C

PREPAYMENT OF ONE-TIME DEVELOPMENT FEES AFTER FY2025-26

Exhibit C

CUWCD - Lehi City - CWP FY2023A Water Supply Agreement

June, 2023 — One Time Development Fees

Fiscal Year		2022-23	2023-24	2024-25	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	TOTAL
FY2023A - Exhibit A Takedown Water Deliveries (AF)		0	600	200	570	570	570	570	570	570	380	4,600
Total Water Deliveries (AF)		0	600	800	1370	1940	2510	3080	3650	4220	4600	
One Time Development Fees (as per the Exhibit A)		**$11,140**	**$11,420**	**$11,700**	**$11,990**	**$12,290**	**$12,600**	**$12,920**	**$13,240**	**$13,570**	**$13,910**	
Amount of One-Time Development Fee -		**$0**	**$6,852,000**	**$2,340,000**	**$6,834,300**	***$7,005,300***	***$7,182,000***	***$7,364,400***	***$7,546,800***	***$7,734,900***	***$5,285,800***	
Net Present Value of One-time Development Fees for Pre-payment #1 before July 31, 2026	Rate											
with 2.5% discount rate (which is the long-term rate of return determined for the CWP project)	2.5					**$39,708,939.88**						
Amount of Purchased Water in FY2023A remaining for One-Time Development Fees (Acre-Feet)		**4,600**	**4,000**	**3,800**	**3,230**	**2,660**	**2,090**	**1,520**	**950**	**380**	**0**	

Note: This pre-payment would change accordingly if the Exhibit A Takedown schedule is revised.

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-35 approving a water service agreement for the purchase of 3800 acre-feet of water with Texas Instruments.

Suggested Action:

Attachments:

Res 2023-35.docx

Agreement-TI Water Services.docx

LEHI CITY

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A WATER SERVICE AGREEMENT FOR THE PURCHASE OF 3800 ACRE-FEET OF WATER WITH TEXAS INSTRUMENTS INC.

WHEREAS, Texas Instruments Inc. ("TI") is the successor in interest to Micron Lehi Development, LLC, previously known as IM Flash Technologies LLC; and

WHEREAS, TI is undertaking an expansion of its semiconductor manufacturing facility located at 4000 North Flash Drive, Lehi, Utah; and

WHEREAS, the City is concurrently executing a Water Supply Agreement with Central Utah Water Conservancy District to purchase 4,600 acre-feet of CWP water to supply its existing and future customers; and

WHEREAS, the Water Supply Agreement will assist the City in acquiring an additional water source and supply to deliver water to all of the City's customers, including delivering 3,800 acre-feet to TI; and

WHEREAS, on June 13th, 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 Water Service Agreement For 3,800 Acre-Feet of Water with TI; 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 Water Service Agreement for 3,800 Acre-Feet of Water between Lehi City and TI 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 13th day of June, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

WATER SERVICE AGREEMENT FOR 3,800 ACRE-FEET OF WATER

This WATER SERVICE AGREEMENT (this "Agreement") is entered into effective on _____, 2023 (the "Effective Date") by and between LEHI CITY CORPORATION, a municipal corporation of the State of Utah (the "City") with an address of 153 North 100 East, Lehi, Utah 84043 and TEXAS INSTRUMENTS INCORPORATED, a Delaware corporation ("TI") with an address of 4000 North Flash Drive, Lehi, Utah 84043. The City and TI may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The City is a municipality located in Utah County, State of Utah that provides water service from the City's portfolio of water rights, contracts, and facilities to residents and businesses within its boundaries, including to TI's semiconductor manufacturing facility located at 4000 North Flash Drive, Lehi, Utah ("LFAB").

B. TI is undertaking an expansion of LFAB (the "LFAB Expansion") and will require additional water supply from the City for new manufacturing facilities.

C. Concurrently with the execution of this Agreement, the City is executing a "Water Supply Agreement Between Central Utah Water Conservancy District and Lehi City for the Sale of CWP Municipal and Industrial Water" (the "2023 CWP Agreement") to purchase 4,600 acre-feet of CWP water from the Central Utah Water Conservancy District ("CUWCD") (the "2023 CWP Water") to supply its existing and future customers, including TI. The 2023 CWP Agreement is a perpetual agreement.

D. The 2023 CWP Agreement will assist the City in acquiring an additional water source and supply to deliver water to all of the City's customers, including TI. The City desires to deliver 3,800 acre-feet made available from all of its sources, including at the City's discretion from the 2023 CWP Agreement (the "Deliverable Water") to TI, and TI desires to accept delivery of and pay for the Deliverable Water.

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

AGREEMENT

1. **Delivery of Water Supply**.

(a) Water Supply. Commencing on July 1, 2025, the City will begin and TI will accept delivery of the Deliverable Water from the City's water sources to TI's existing delivery points or future delivery points to be established by the City and TI. Although the City may deliver the Deliverable Water to TI from any of its sources, the Parties anticipate that some

portion of the Deliverable Water will be delivered from water contracted by the City under the 2023 CWP Agreement or will be delivered from the City's water sources replaced by water delivered to the City under the 2023 CWP Agreement. The annual volume of the Deliverable Water to be delivered to TI is set forth in the Take Down Schedule, attached to this Agreement as **Exhibit A**. Throughout the term of this Agreement, the City shall determine, in its sole discretion, which of the City's sources of water and infrastructure to use to deliver the Deliverable Water to TI.

(b) Water Usage and Monitoring. The volume of TI's water usage will be determined by the total gallons of water passing through the commercial water meters provided and owned by the City located at the City's delivery points to TI (the "Delivery Points"). TI will maintain records of water delivered and depleted and report the volumes to the City at intervals jointly determined by TI and the City. The City's depletion of the total 2023 CWP Water may not exceed 20% annually and must be reported annually to CUWCD. Depletion attributable to TI's use of the Deliverable Water shall be included in the City's annual depletion report to CUWCD, and TI shall cooperate with the City to account for depletions of culinary water sent to and returned from LFAB and the LFAB Expansion included in the City's annual report.

(c) Quality of Water Delivered. The Parties acknowledge that City does not guarantee and shall not be liable, or otherwise in breach of this Agreement, for failure to meet drinking water quality standards unless the failure is due to the City's willful misconduct or gross negligence. TI shall be responsible to meet all applicable cross-connection control standards of the State of Utah relating to the water connections to the City's point of service.

2. **Payment for Proportionate Share of CWP Water Delivery Charges**. TI shall pay to the City the proportionate amount of the City's One-Time Development Fee and Annual Capital Recovery Fee charged to the City by CUWCD pursuant to the 2023 CWP Agreement based on the volume of Deliverable Water delivered pursuant to the amounts and schedule set forth on **Exhibit A** and **Exhibit B**, attached to this Agreement.

(a) One-Time Development Fee. The One-Time Development Fee is calculated on a per acre-foot basis for TI's proportionate share of the costs of the planning, design, and construction of the infrastructure payable by the City to CUWCD for delivery of the 2023 CWP Water to the City from CUWCD such that the City may include 2023 CWP Water in the City's water supply. The One-Time Development Fee is fixed by this Agreement in the amounts set forth in **Exhibit A**. TI shall pay the One-Time Development Fee for the volume of water that is deliverable in the amounts as set forth in **Exhibit B**.

(b) Annual Capital Recovery Fee. TI shall pay the Annual Capital Recovery Fee (the "Annual Fee") charged on a per acre-foot basis for payment of the remaining portion of TI's proportionate share of the costs of the planning, design and construction of the infrastructure needed for the City to take delivery of the 2023 CWP Water from CUWCD to include it in the City's water supply which is not covered by the One-Time Development Fee. The Annual Fee is derived from the annual capital recovery component under the 2023 CWP Agreement which is estimated from time to time by CUWCD as it updates its financial status. The initial amount of

the Annual Fee payable by TI to the City is set forth in **Exhibit B**, with the understanding that the remaining amounts listed are estimates and subject to change by CUWCD annually.

3. **Payment for Water Delivery and Use**. TI shall pay the City for the volume of Deliverable Water delivered at the City's water meters located at the Delivery Points in accordance with the City's current commercial water rate schedule attached as **Exhibit C**. If a new commercial rate is adopted by the city council, TI will pay the new rate when such rate becomes effective. The City's commercial rate schedule includes amounts due for water and the operation, maintenance, repair, and replacement of the City's infrastructure used to deliver water to TI and the City's other commercial customers.

4. **Deliverable Water Notices**. When the City receives any notice or schedule from CUWCD under the 2023 CWP Agreement that relates to or may impact the City's ability to deliver the Deliverable Water to TI under this Agreement or TI's ability to accept delivery of the Deliverable Water under this Agreement, including but not limited to notices or schedules of curtailment of 2023 CWP Water and maintenance notices, the City will promptly provide a copy of such notice to TI. TI shall provide 24-hour advanced notice to the City of any planned flow changes to the receipt of the Deliverable Water.

5. **Change Applications**. If any Applications for Permanent Change of Water are required for the delivery of the Deliverable Water from the City to TI, the Parties will work cooperatively to prepare, file and prosecute such applications to final approval.

6. **New and Additional Infrastructure**.

(a) New Infrastructure. The Parties acknowledge that new City owned and operated infrastructure will be required to: i) deliver all or some portion of the Deliverable Water to TI and; ii) to provide a redundant supply of water to the City and to TI in the event of curtailment of the 2023 CWP Water or other water provided by CUWCD to the City (the "New Infrastructure. TI shall be responsible, and reimburse the City, for all costs associated with New Infrastructure required by the City to deliver the Deliverable Water to TI's Delivery Points. The City shall own, operate and maintain any New Infrastructure. The Parties agree that they will work together in good faith to plan, design, and implement the New Infrastructure as set forth in a future binding agreement defining each Parties' respective rights and obligations related to the New Infrastructure.

(b) Additional Infrastructure. TI shall be solely responsible for construction, operation and maintenance of additional infrastructure located on its property, and for delivery of the Deliverable Water from the Delivery Points to its operations. The City shall not acquire, by this Agreement or by operation of law or statute, any ownership in any TI real or personal property, wells, pumps, improvements, pipelines, or other infrastructure located on TI's property beyond the Delivery Points.

7. **Water Shortages**. The City shall not curtail or reduce the Deliverable Water so long as the City's 2023 CWP Water has not been curtailed or reduced by CUWCD. If CUWCD curtails 2023 CWP Water to the City, the City will first attempt to deliver the Deliverable Water

from its other sources before curtailing the amount of water delivered to TI. Should any curtailment to TI occur, the City shall employ best efforts to minimalize the volume and duration of such curtailment, and curtailment to TI shall not be proportionally greater than curtailment to any other City water customer.

8. **Term of Agreement**. This Agreement will begin on the Effective Date and shall be perpetual for so long as LFAB and the LFAB Expansion are operational. Except as provided in Section 10, the Parties hereto expressly acknowledge that this Agreement is not subject to cancellation or termination without written mutual consent during the term as set forth hereinabove.

9. **Representations and Warranties; Limitations**.

(a) TI's Representations and Warranties. TI represents and warrants as of the Effective Date with the knowledge and understanding that the City is relying on such representations:

(i) TI has no agreement(s) that would conflict with the representations, warranties, and covenants made in this Agreement; and,

(ii) TI has full authority to enter into this Agreement; all actions necessary to authorize the execution of this Agreement and its performance by TI have been taken; those executing the Agreement on behalf of TI have full authority to do so; and, this Agreement, upon execution, will be a binding legal obligation of TI.

(b) The City's Representations and Warranties. The City represents and warrants as of the Effective Date with the knowledge and understanding that TI is relying on such representations:

(i) The City has no agreement(s) that would conflict with the representations, warranties and covenants made in this Agreement; and,

(ii) The City Council has adopted a resolution approving this Agreement and the transaction contemplated by this Agreement; the City has full authority to enter into this Agreement; all action necessary to authorize the execution of this Agreement and its performance by the City have been taken; those executing the Agreement on behalf of the City have full authority to do so; and this Agreement, upon execution, will be a binding legal obligation of the City.

10. **Default and Remedies**.

(a) Unless specifically provided otherwise in this Agreement, a Party will be in "default" if it fails to cure any breach of this Agreement within thirty (30) days after receiving notice from the other Party that the defaulting Party has breached or violated any provision or covenant of this Agreement. In the event of an uncured breach, the Parties shall reasonably

mediate the dispute. If the dispute remains unresolved notwithstanding mediation, this Agreement may be terminated at the sole discretion of the non-breaching party.

(b) The City may withhold the delivery of all or any portion of the Deliverable Water to TI if TI is in arrears for more than thirty (30) days in the payment to the City of any fee to be paid pursuant to Sections 2 and 3 hereof. Deliveries shall resume upon payment in full of any such arrearage.

11. **Notices**. All notices and other communications required or allowed by this Agreement shall be in writing and shall be personally delivered or sent by certified or registered U.S. Mail, return receipt requested, and addressed to the respective Party at the address set forth below or at such other address as a Party may hereafter designate by written notice to the other.

If to TI, to:

Texas Instruments Incorporated
Attn: Manager
4000 North Flash Drive
Lehi, Utah 84043

If to the City, to:

Lehi City
Attn: City Manager
153 North 100 East
Lehi, Utah 84043

Notice under this paragraph shall be effective on the date it is received or delivery is refused by the other Party.

12. **Miscellaneous Provisions**.

(a) Assignment. TI shall have the right to assign this Agreement and the rights and obligations contained in this Agreement to any owner of LFAB or the LFAB Expansion or any portion or portions thereof.

(b) Modification; Amendment. This Agreement may be amended only by written instrument executed by both Parties.

(c) Entire Agreement; Integration. This Agreement, including the Exhibits referenced herein, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Each Party acknowledges that it has not relied upon any statements, representations, agreements or warranties of any person, except those expressly stated in this Agreement.

(d) Waiver. Neither Party shall be deemed to have waived any right or remedy under or with respect to this Agreement unless such waiver is expressed in a writing signed by such Party. No waiver of any right or remedy under or with respect to this Agreement by a Party on any occasion or in any circumstance shall be deemed to be a waiver of any other right or remedy on that occasion or in that circumstance nor a waiver of the same or of any other right or remedy on any other occasion or in any other circumstance.

(e) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted affiliates and successors.

(f) Cooperation and Further Assurances. Each of the Parties shall cooperate fully with one another and shall execute, deliver, file, and record such further and additional documents and instruments that the other Party may reasonably request to effect the transactions contemplated herein.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

(h) Attorneys' Fees. In the event that any action or proceeding is commenced by either Party hereto for the purpose of enforcing any provision of this Agreement, the Party to such action or proceeding shall receive as part of any award, judgment, decision or other resolution of such action or proceeding their costs and reasonable attorneys' fees as determined by the court making such award, judgment, decision, or resolution.

(i) Incorporation of Recitals and Exhibits. The Recitals and the Exhibits referenced in this Agreement are a material part hereof and shall be treated as if fully incorporated into the body of this Agreement.

(j) Relationship of Parties. Nothing contained in this Agreement shall be interpreted or construed to create an agency relationship, association, joint venture, trust, or partnership, or to impose any trust or partnership covenant, obligation, or liability on or with regard to any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

(k) Services Pending Resolution. Pending final resolution of any dispute, TI will continue to pay all undisputed amounts in the manner set forth herein, and the City will continue to perform its obligations under this Agreement, including delivering the Deliverable Water.

(l) Interpretation. The Parties acknowledge that this Agreement has been prepared after extensive discussions between the Parties and the opportunity for each Party to review this Agreement with and obtain advice from their respective legal counsel. In construing

this Agreement, the fact that one Party or the other may have drafted its various provisions will not affect the interpretation of such provisions.

(m) No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, whether express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(n) Counterparts/Signatures. This Agreement may be executed by facsimile or other electronic means and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered hereon by facsimile or electronic mail shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LEHI CITY, UTAH,
a municipal corporation of the State of Utah

By: _____
Its: Mayor

Attest and Countersign:

_____
City Recorder

TEXAS INSTRUMENTS INCORPORATED,
a Delaware corporation

By: _____
Its: _____

EXHIBIT A

TAKE DOWN SCHEDULE

1-Apr-23

(A)	(B)	(C)	(D)	(G)	(I)	(J)
Fiscal Year (ie FY2008-09 = July 1, 2008 - June 30, 2009)	One Time Development Take Down Fee ($/AF)	Annual Volume of Purchased Water For Which One Time Development Fee is Due** (AF)	Annual Volume of Purchased Water that is Deliverable Water (AF)	Capital Recovery Component of Annual Fee *Actual* and Estimated for Volume of Water in Column D As Determined By CUWCD* ($/AF)	OM&R Component of Annual Fee *Actual* and Estimated for Deliverable Water in Column E As Determined By CUWCD* ($/AF)	Annual Fee *Actual* and Estimated Future As set annually by CUWCD* (Columns G+I) ($/AF)
2008-09	*$5,850*	*0*	*0*			*$300*
2009-10	*$6,200*	*0*	*0*			*$314*
2010-11	*$7,000*	*0*	*0*			*$328*
2011-12	*$7,800*	*0*	*0*			*$343*
2012-13	*$8,400*	*0*	*0*			*$358*
2013-14	*$8,500*	*0*	*0*			*$374*
2014-15	*$9,100*	*0*	*0*	*$222*	*$169*	*$391*
2015-16	*$9,370*	*0*	*0*	*$140*	*$268*	*$408*
2016-17	*$9,600*	*0*	*0*	*$219*	*$208*	*$427*
2017-18	*$9,840*	*0*	*0*	*$280*	*$166*	*$446*
2018-19	*$10,090*	*0*	*0*	*$310*	*$156*	*$466*
2019-20	*$10,340*	*0*	*0*	*$346*	*$141*	*$487*
2020-21	*$10,600*	*0*	*0*	*$364*	*$145*	*$509*
2021-22	*$10,870*	*0*	*0*	*$344*	*$188*	*$532*
2022-23	$11,140	*0*	*0*	$362	$194	$556
2023-24	$11,420	*0*	*0*	$381	$200	$581
2024-25	$11,700	*0*	*0*	$395	$209	$604
2025-26	$11,990	*570*	*570*	$410	$218	$628
2026-27	$12,290	*570*	*1,140*	$425	$228	$653
2027-28	$12,600	*570*	*1,710*	$441	$238	$679
2028-29	$12,920	*570*	*2,280*	$458	$249	$707
2029-30	$13,240	*570*	*2,850*	$470	$260	$730
2030-31	$13,570	*570*	*3,420*	$481	$272	$753
2031-32	$13,910	*380*	*3,800*	$493	$285	$778
2032-33	$14,260	*0*	*3,800*	$504	$299	$803
2033-34	$14,610	*0*	*3,800*	$516	$313	$829
2034-35	$14,980	*0*	*Continues*	$589	$416	$1,005
Totals		3,800				

Actual previous fee amounts are in Italics and Blue as set annually by CUWCD Board of Trustees

*Future Fee amounts are estimated amounts and are subject to change before being adopted annually by CUWCD Board of Trustees

** If Takedown schedule is revised in accordance to Paragraph 4(a) this column will be revised also.

EXHIBIT B

ONE-TIME DEVELOPMENT FEES AND PAYMENTS

April, 2023

Fiscal Year		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	TOTAL
Takedown Water Deliveries (AF)		570	570	570	570	570	570	380	3,800
Total Water Deliveries (AF)		570	1140	1710	2280	2850	3420	3800	
One Time Development Fees (as per the Exhibit A)		**$11,990**	**$12,290**	**$12,600**	**$12,920**	**$13,240**	**$13,570**	**$13,910**	
Amount of One-Time Development Fee -		**$6,834,300**	***$7,005,300***	***$7,182,000***	***$7,364,400***	***$7,546,800***	***$7,734,900***	***$5,285,800***	
Net Present Value of One-time Development Fees for Pre-payment #1 before July 31, 2026	Rate								
with 2.5% discount rate (which is the long-term rate of return determined for the CWP project)	2.5		**$39,708,939.88**						

Capital Recovery Component of Annual Fee (as per the Exhibit A)		**$410**	**$425**	**$441**	**$458**	**$470**	**$481**	**$493**	
Amount of Capital Recovery Component of Annual Fee -		**$233,700**	***$484,500***	***$754,110***	***$1,044,240***	***$1,339,500***	***$1,645,020***	***$1,873,400***	

EXHIBIT C

LEHI CITY COMMERCIAL WATER RATE SCHEDULE

Culinary Water

Fee Information	Approved FY 2020	Approved FY 2021	Approved FY 2022	Approved FY 2023
Commercial				
Base rate / connection / month	$17.24	$17.76	$18.29	$18.84
per 1,000 gallon used	$1.16	$1.19	$1.23	$1.26

Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-36 approving and agreement between Lehi City and SIRQ Construction for pre-construction and construction services for the civic center and library building.

Suggested Action:

Attachments:

Res 2023-36.docx

Lehi City Hall and Library CMGC Agreement - Final Version.pdf

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT BETWEEN LEHI CITY AND SIRQ CONSTRUCTION INC FOR PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR A NEW CITY HALL AND LIBRARY BUILDING

WHEREAS, Lehi City ("City") desires to construct a new City Hall and Library Building;

WHEREAS, City issued RFQ #2023-11 for construction management services and SIRQ Construction Inc. ("SIRQ") submitted a response which the City determined to be the lowest responsive and most responsible proposal/bid and awarded the project to SIRQ;

WHEREAS, on June 13th, 2023 the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve the Agreement with SIRQ; 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 13th day of June, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

AGREEMENT FOR CONSTRUCTION MANAGEMENT / GENERAL CMGC SERVICES OF A NEW CITY HALL AND LIBRARY BUILDING

1. Introduction.

1.1. This *Construction Management / General CMGC (CMGC) Agreement* is entered into by and between Lehi City and SIRQ Construction. This Agreement shall be binding and effective as of the Effective Date.

2. Recitals.

2.1. WHEREAS, Lehi City desires to construct a new City Hall and Library Building (Project);

2.2. WHEREAS, Lehi City has issued Request for Qualifications (RFQ) 2023-11 and Request for Proposals (RFP) 2023-11 to identify licensed general CMGCs which would best serve the needs of the City for the Project; and

2.3. WHEREAS, SIRQ Construction submitted their qualifications (Exhibit B) and cost proposal (Exhibit C) to provide Preconstruction and Construction Phase Services and the City desires to contract with them to perform such work as described in the City's RFQ (Exhibit A)

2.4. THEREFORE, in consideration of the promises, 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, the City and CMGC agree as follows.

3. Definitions.

3.1. The following capitalized words or terms shall have the corresponding meanings or definitions as follows:

3.1.1. Agreement. This *Construction Management / General CMGC (CMGC) Agreement*.

3.1.2. Calendar Days. Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday.

3.1.3. City. Lehi City.

3.1.4. Consideration Payment. The goods, services, payments, etc. constituting the consideration contemplated by Section 5.

3.1.5. Effective Date. The date when both parties have affixed their respective signatures to this Agreement. If the second party has not affixed its signature to this Agreement within sixty (60) days of when the first party affixed its signature, this Agreement shall be void.

3.1.6. CMGC. SIRQ Construction

3.1.7. Scope of Service. The performance contemplated by Section 4., for which the Consideration Payment shall be made.

3.1.8. Scope of Work. *See*, Scope of Service.

3.1.9. Warranty Period. The 365-day period following the City's approval and acceptance of the Scope of Service.

3.1.10. Working Days. Monday, Tuesday, Wednesday, Thursday, and Friday.

3.1.11. Contract Documents. RFQ 2022-20, SIRQ's response to the RFP, and the completed plans and specifications produced by the Architect for construction, and this Agreement.

3.1.12. Work. The construction and services required by the Contract Documents including all labor, materials, equipment, and services to be provided by the CMGC to fulfill the Contractual obligations.

3.1.13. Cost of Work. The costs necessarily incurred in the proper performance of the Work. Such costs shall be in amounts no higher than those prevailing in the location of the Project except with prior written consent of the City. The Cost of Work shall include only the items set forth below:

3.1.13.1. Labor Costs. Wages of construction workers directly employed by the CMGC to perform the construction of the Work at the site including wages of CMGC's representatives dedicated to the project or, with the City's prior approval, at off-site workshops. For all work that the CMGC performs for this project, the CMGC shall be entitled to add standard and customary taxes and payroll burden. Labor rates shall include fringe benefits, which include sick leave, holiday time, vacation time, payroll related taxes, insurance and established benefit programs. Labor rates shall not include any additional overhead or profit. Wages and salaries that are used as a basis for the labor rates shall be no higher than the standard paid at the place of the Project. A forty-hour billable hours per week is the maximum allowed for salaried personnel.

3.1.13.2. Subcontract Costs. Payments made or incurred by the CMGC to subcontractors in accordance with the requirements of the subcontracts.

3.1.13.3. Materials, Equipment, Temporary Facilities and Related Items. Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the CMGC at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project by the CMGC shall mean fair market value. Any such items used but not consumed, which are paid for by the City shall become the property of the City and shall be delivered to the City upon completion of the Work in accordance with the instructions furnished by the City. If the owner elects, however, the CMGC shall purchase any such items from the City at a purchase price equal to the original cost charged to the City, less the reduction in fair market value resulting directly from use of any such item in connection with the Work or such other price that is mutually acceptable to the City and CMGC. Upon request, the CMGC shall furnish any information and documentation necessary to verify the period of time for which such items were used in connection with the Work.

3.1.13.4. Rental Charges. Charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the CMGC at the site, and costs of transportation, installation, minor repairs, dismantling and removal. Such rental charges shall be consistent with those generally prevailing in the location of the Project. Upon request, the CMGC shall obtain bids for all machinery and equipment to be rented from no less than two responsible suppliers other than the CMGC itself or an affiliated entity. The CMGC shall, with the advice of the CMGC, determine which bid is to be accepted. The CMGC shall avoid billing the City for rental costs for any single piece of machinery or equipment in excess of 90% of its fair market value as of the date that such machinery or equipment is first put into place on the Project. Upon request, the CMGC will provide rental versus fair market value calculations. Rates of CMGC-owned equipment and quantities shall be subject to the City's approval and may require competitive rates for comparison.

3.1.14. Project Manager. The City has engaged Navigate CM & Development as the Project Manager (PM). As such, the PM shall be the primary point of contact for the City and shall be the City's representative when City is referenced in this agreement.

4. Terms of the Scope of Service.

4.1. **Preconstruction Phase Consultation** - The CMGC shall participate in meetings with the Architect and City to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The CMGC shall advise the City and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The CMGC

shall also provide recommendations consistent with the Project requirements to the City and Architect on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The CMGC shall advise City and the Architect regarding site use and improvements and any and all other elements of the Project upon which CMGC is qualified to advise given its knowledge and areas of expertise, including without limitation, concept feasibility, constructability, cost economics, scheduling and construction. The CMGC shall assist City and the Architect in investigating and reviewing various alternative approaches to design and construction of the Project including without limitation, phased or "fast-track" construction. The CMGC shall participate in Value Engineering, as required, with personnel who are experienced in architectural, mechanical, plumbing, and electrical issues. The costs associated with the CMGC's input and other personnel provided by the CMGC will be included as a part of the Preconstruction Services.

4.2. **Procurement Phase Services** – Those portions of the Work that the CMGC does not customarily perform shall be performed under subcontracts with selection made through a bidding process of qualified subcontractors. CMGC shall prepare all necessary bidding forms, information and related documents for the review and approval of the City and the Architect. CMGC shall assemble and provide separate bound Bid Packages containing the final Construction Documents (as provided by the Architect) bidding forms and related data and documents. The bidding documents shall require bidders to bid and/or account for all alternates. As soon as practicable during the course of development of the Construction Documents, CMGC shall prepare a list of potential subcontractors and major suppliers for various portions of the Work and shall consult with City regarding such list. CMGC shall obtain and provide City with such background information on any potential subcontractors and major suppliers as City shall reasonably request. City and CMGC shall agree upon a final list of proposed subcontractors and major suppliers, which list shall include CMGC, if CMGC so elects. Unless otherwise approved by City, CMGC shall not obtain bids from or contract with any subcontractor or major supplier who is not on the agreed list for any portion of the Work. Upon authorization from City, CMGC shall issue Bid Packages to approved subcontractors and major suppliers (the Architect will be responsible for providing sufficient sets of Construction Documents for inclusion with the Bid Package) and shall use good faith efforts to obtain not less than three (3) qualified bids for each trade or vendor category. If it is difficult or infeasible for CMGC to obtain three (3) qualified bids for each trade or vendor category such conditions shall be documented by CMGC and approved by City prior to bidding. City shall approve the schedule for the bid and award process.

4.2.1. CMGC shall have the right to submit bids to perform portions of the Work by its own forces subject to the City's prior approval and the following conditions; (1) CMGC shall discuss with the City in advance its intentions with respect to the bidding including, without limitation, which portions of the Work it proposes to bid and the reasons it desires to perform such work; (2) CMGC's bid shall be on either a time-and-materials basis with a guaranteed maximum price or a lump-sum basis subject to the City's approval. CMGC may not use project savings or

contingencies to offset overruns on self-performed work. Notwithstanding the foregoing, the City shall require the CMGC to obtain at least two additional competitive bids for any work the CMGC intends to perform.

4.2.2. Upon receipt of the bids and during or after completion of negotiations by the CMGC with the bidding subcontractors, but prior to executing any such agreement, the CMGC shall prepare a complete bid analysis of the bids received and transmit the same to the City for review and approval. Such bid analysis shall clearly establish the basis for award of the proposed subcontract and shall adjust all bids to ensure the City and CMGC can adequately compare the bids on an equal footing. All exclusions for any bid must be detailed as part of this analysis.

4.3. **Cost Estimating** – The CMGC shall provide cost estimates at the completion of schematic design, design development, 50% construction documents, and 90% construction documents within two weeks of receiving the design package. The CMGC's Cost Estimate shall include the total cost to the City of all elements of demolition and construction designed or specified by the Architect including the total costs of labor, materials, services, and equipment to be furnished by the CMGC or its subcontractors, appropriate construction contingencies, any City-approved Allowances, general conditions, and the CMGC's Fee. The Construction Cost Estimate shall not include labor, materials, or equipment supplied by the City for the Project (except the cost of the installation by the CMGC of any City furnished, CMGC Installed (OFCI) as provided in the Construction Documents), compensation for Architect or the costs of land, right-of-way, financing, or other items for which City is responsible. The CMGC's Cost Estimate shall include a completion date for each bid package and be in the Construction Specifications Institute (CSI) format indicating total cost per square foot and percent of cost for each division unless parties agree otherwise. Once the CMGC's estimate is prepared, the CMGC, City, and Architect shall meet and use best efforts to reconcile their independent estimates. If at any phase the estimates cannot be reconciled despite the parties' best efforts, at the request of the City, the Architect, and CMGC shall each prepare a report of the obstacles preventing reconciliation. The City will then reconcile the estimates to the best of its ability and the City's reconciled estimate shall be the Reconciled Estimate. If the Reconciled Estimate exceeds the City's Budget, the CMGC, Architect, and City shall reduce the scope of the Project or otherwise make cost reductions to the Project, so the Reconciled Estimate meets the City's Budget.

4.3.1. A Fixed Limit of Construction Costs (FLCC) will be set by the City as the City's Budget. It is understood that the CMGC will work with the City and Architect to achieve the City's objective in keeping the cost below the FLCC. The CMGC will assist in value engineering efforts in order to meet the FLCC agreement.

4.3.2. CMGC shall prepare a final estimate of the Construction Cost for the Project (the "Final Estimate"). The Final Estimate shall be based on the 90% Construction Documents and shall establish target budgets for each trade category. The Final Estimate shall reflect any details, specifications, or estimates (adds or deducts) incorporated into the Construction Documents and any addenda thereto which are inconsistent with the 90% Construction Documents. If the Contract Price for the Project is not within the Construction Budget, the CMGC shall provide, at no cost to the City, such additional pre-construction services (except Architect's and

Architect's Consultants' fees) necessary to conform the scope of the Project and the Contract Price to the approved budget.

4.3.3. The estimated Cost of the Work shall include the CMGC's contingency, a sum established by the City and the CMGC for the CMGC's use to cover costs for; (1) the extent that the Contract Documents are anticipated to require further development by the Architect, (2) the unpredictability of subcontract costs or other costs for services, materials, labor, or equipment that are unknown or overlooked at the time the GMP is proposed that are not the basis for a Change Order. The use of this contingency requires the CMGC to provide written notification to the City and obtain written approval by the City. Approval shall not be unreasonably withheld. The CMGC shall keep an updated (real time) accounting of the contingency fund balance which shall be made available at the City's request. At the end of the project, the balance remaining in the contingency fund shall be returned to the City.

4.4. **Scheduling** - The CMGC shall work with the City to develop a Critical Path Method (CPM) schedule illustrating the relationships between all activities/events, including but not limited to preconstruction, procurement, agency reviews and approvals, City's equipment and furnishings purchase and installation, and other tasks necessary to complete the contract requirements; shall identify changes to logic, relationships, or sequence of activities/events to the City in order to keep the plan current throughout the project in accordance with this section; and shall utilize the plan for scheduling, coordinating, and monitoring work under this contract (including all activities/events of subcontractors, vendors, and suppliers). Conventional CPM techniques shall be utilized to satisfy both time and cost applications. All schedule data and reports required under this specification section shall be based upon regular total float, not relative total float schedules.

4.4.1. *Baseline Schedule* - The CMGC will work with the City to develop the Baseline Schedule. The Baseline Schedule will be used to compare work in progress and evaluate schedule status. The baseline schedule shall comply with the following: (1) The activity/event durations, except as to non-construction activities/events (i.e., procurement of materials, delivery of equipment, concrete and asphalt curing), shall not exceed five-days without the approval from the City. (2) With the exception of start or finish milestones or City approval, all activities/events must have at least one predecessor and one successor. (3) The CMGC shall identify all critical submittals and the responsible party (subcontractor or CMGC) for each submittal. (4) The CMGC shall identify a responsible party (subcontractor or CMGC by name) for each activity/event. (5) Each activity/event is expected to be completed during the specified work hours. The CMGC shall request approval to perform any activities outside of the specified work hours. Weekly updates shall be provided to the City regarding work in progress. CMGC will be required to work with the City to develop a Recovery Schedule if a delay occurs. A Revised Baseline Schedule is appropriate only if the Completion Date is extended due to an excusable delay as defined by the Agreement. Once

agreed to by the City, Architect, and CMGC, the Revised Baseline Schedule will be included in the next change order.

4.5. Construction Phase - The construction phase shall commence upon the City's acceptance of the GMP or the City's issuance of a Notice to Proceed, whichever occurs first, and completion of all necessary permits. Prior to commencement of the Construction Phase, CMGC shall not incur any cost to be reimbursed as part of the Cost of the Work. Approval to proceed with portions of the work may be done through phasing.

4.5.1. The CMGC shall record the progress of the Project. On a monthly basis, or otherwise agreed to by the City, the CMGC shall submit written progress reports showing percentages of completion and other information required by the City. The CMGC shall also keep, and make available to the City and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect the Work, accidents, injuries, and other information required by the City.

4.5.2. The CMGC shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CMGC shall identify variances between actual and estimated costs and report to the City and shall provide this information in its monthly report.

4.5.3. The CMGC shall enforce strict discipline and good order among the CMGC's employees, subcontractors, and other persons carrying out the Work. The CMGC shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. If any employee or agent of the CMGC fails to act in accordance with the City's policies or procedures, or is disruptive, or is otherwise unsatisfactory, the City may request and the CMGC shall replace that individual with another qualified person acceptable to the City.

4.6. Changes to the Work – The City may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. Such changes shall be issued in writing. The CMGC shall be entitled to an equitable adjustment in the Contract Time and cost as a result of the changes in the Work and if it increases the FLCC or GMP.

4.6.1. The CMGC shall be allowed to mark-up Change Orders in accordance with the percentage identified in Section 5.2 for Overhead & Profit only on changes that increase the FLCC or GMP. If it can be reasonably inferred from the review of the construction documents and specifications that a change should have been included as part of the Work, no change order or mark-up will be allowed.

4.6.2. If the CMGC receives and Drawings, Specifications, interpretations, or instructions from the City or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the FLCC, the CMGC shall notify the City and

Architect in writing within seven calendar days and shall not proceed with the affected Work until the CMGC receives further written instructions from the City.

4.6.3. In processing change orders, the CMGC shall submit a detailed breakdown of costs or credits resulting from a Change in the Work. The breakdown shall include the cost of work performed by subcontractors and sub-subcontractors as applicable for the change order. The costs or credits as applicable shall be properly itemized to include the following: (1) quantities and unit costs of materials supplied and delivered to the job-site, (2) Man hours for labor and hourly rates for each trade classification of labor involved, (3) Direct cost including the purchase and/or rental value of fuel, supplies, scaffolding, construction equipment, power tools, insurance, bond premiums and taxes where applicable.

4.7. CMGC's Management Plan – The CMGC's management plan, organizational plan, and personnel shall be as described in Exhibit B (RFQ Response). The CMGC agrees to substantially conform to such plan throughout the term of this Agreement. Personnel identified in Exhibit B shall not be re-assigned without written approval from the City.

4.8. Guaranteed Maximum Price and Contract Time – At a time to be mutually agreed upon by the City and the CMGC, and in consultation with the Architect, the CMGC shall prepare a Guaranteed Maximum Price (GMP) proposal for the City's review. Upon acceptance, the GMP proposal shall be set forth in an amendment to this Agreement and shall become the Contract Price. The GMP shall be the sum of the CMGC's estimate of the Cost of Work, General Conditions, and the CMGC's fee.

4.8.1. The GMP proposal to amend the Agreement shall include the following in writing: (1) A list of the Drawings and Specifications, including all Addenda, (2) A list of allowances and a statement of their basis, (3) A list of clarifications and assumptions made by the CMGC in the preparation of the GMP, (4) A statement of the estimated Cost of Work organized by trade categories, allowances, contingencies, and the CMGC's fee, (5) The date of Substantial Completion.

5. Consideration – In exchange for the Scope of Service, the City shall pay SIRQ Construction as follows:

5.1.Preconstruction Phase Services: A lump sum of Twenty-One Thousand Nine Hundred Forty-Five Dollars and no cents ($21,945.00)

5.2.Construction Phase Services: The CMGC's fee for Overhead & Profit shall be calculated at the rate of 2.90% of the total cost of the Work, which shall include the bid costs from approved subcontractors, material suppliers, and work performed by the CMGC's own forces. Approved Change Orders that increase the GMP or FLCC shall be limited to a 2.90% mark up by the CMGC.

5.3. General Conditions: A proposed amount of $1,037,178.00 (including Insurance & Bonds) with final costs being determined after bidding and at the finalization of the GMP (Guaranteed Maximum Price).

5.3.1. The General Conditions shall be based upon the information provided at the time the fee is proposed. At the conclusion of Preconstruction Services, the General Conditions may be further negotiated if changes in scope or further definition of required services justify an adjustment.

5.4. The final Contract Price shall be calculated as the total sum of the General Conditions, actual amount of Subcontractor Bids, actual cost of the Work completed by the CMGC's own forces, required bonds & insurance, CMGC's Overhead & Profit as identified in Section 5.2.

5.5. Required bonds and insurance shall be the actual cost without additional mark-up.

5.6. All CMGC recommended contingencies and/or allowances will be identified. CMGC's use of any Contractor Contingencies and/or allowances shall not be used without written authorization of the City. The CMGC will not be allowed a mark-up on contingency and/or allowance use unless such use constitutes an adjustment to the FLCC or GMP.

5.7. 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. CMGC shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this Section 5, nor for the correction of any mistakes attributable in any way to CMGC, or its employees, agents, subcontractors, independent Contractors, and the like.

5.8. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Consideration Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of:

5.8.1. Defective performance by CMGC, including (but not limited to) defective goods or services not remedied.

5.8.2. Any other failure to comply with the terms and conditions of this Agreement.

5.9. Upon CMGC's timely remedy of the grounds for withholding some or all of the Consideration Payment as contemplated by Section 5, the corresponding amount withheld shall be paid to CMGC. However, in the event of CMGC's default, the City reserves the right to perform the Scope of Service, or any unfinished portion thereof, itself, or to procure the same from a third party, while holding CMGC responsible for any costs occasioned thereby. If the City performs any portion of the Scope of Service itself, or obtains any portion of the Scope of

Service from a third party, CMGC shall not be entitled to any Consideration Payment withheld, and CMGC shall pay the City any amounts owed as contemplated by this Section 5.4., within thirty (30) days of receiving a notice of indebtedness from the City.

5.10. In the event the City terminates, suspends, or abandons this Agreement without cause pursuant to Section 6.3., the City shall pay CMGC a proportionate amount of the Consideration Payment for any of the Scope of Service which was actually performed or provided prior to termination, suspension, or abandonment.

5.11. Progress Payments shall be paid within 30 days of submittal of an Application for Payment in accordance with the terms in this Section 5. Applications for Payment shall be approved and signed by the Architect and the City. Applications shall include: (1) waivers of lien from the CMGC and from each of the subcontractors, (2) detailed cost summaries and invoices for charges to General Conditions, (3) City approved contingency and/or allowance uses listed separately on the Schedule of Values, (3) CMGC's schedule of values with each line associated with the monthly continuation sheet reflecting each subcontractor's contract, (4) Continuation sheets and payment request forms from each subcontractor, (5) Additional detail as requested by the City.

5.12. Final Payment, constituting the entire unpaid balance of the Contract Price, shall be made when: (1) The CMGC has fully performed the work in accordance with the Contract Documents, (2) Delivered all required As-Builts, O&M's, and completed required training per the Specifications, (3) Completion of punch list items, (4) The CMGC has submitted a final accounting for the Cost of Work and a final Application for Payment, (5) A final Certificate for Payment has been issued by the Architect.

6. Termination and Non-Appropriation.

6.1. The City may terminate this Agreement at any time if, in the sole discretion of the City:

6.1.1. CMGC's performance under this Agreement is unsatisfactory.

6.1.2. CMGC fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein.

6.1.3. CMGC has otherwise materially breached this Agreement.

6.2. Prior to terminating this Agreement as contemplated by Section 6.1., the City must first provide written notice to CMGC of the City's intention to terminate this Agreement. Said notice of termination must be provided by the City to CMGC at least seven (7) Calendar Days prior to termination. After receiving such notice of termination from the City, CMGC shall have the next five (5) Working Days in which to cure any deficiency noted by the City. If CMGC adequately cures any such deficiency, to the sole satisfaction of the City, this Agreement shall continue. However, in the event CMGC fails to adequately cure any such deficiency, this Agreement shall

terminate, and CMGC shall be liable for any resulting damages associated with said 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.

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

6.4.Any Scope of Service which CMGC 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 as contemplated by Section 6.3., then subsequently requests CMGC to recommence its performance of the Scope of Service after more than three (3) months from the date of termination, the Consideration Payment amount shall be subject to renegotiation at the request of either party hereto.

6.5.If the Lehi City Council decides not to appropriate a sufficient amount of resources to fund the Consideration Payment, this contract 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 Consideration 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.

8. Indemnification and Insurance.

8.1.CMGC 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, CMGC 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 CMGC'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 CMGC, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by CMGC or any subcontractor, or any party for whose acts CMGC 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 CMGC, 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 CMGC, or any subcontractor, worker's or workman's compensation acts, disability benefit acts, or other employee benefit acts.

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

8.3. CMGC, 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.

8.4. CMGC, 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.

8.5. CMGC, at its own expense, shall maintain Contractors Professional Liability (Errors & Omissions) Insurance: Professional Liability Insurance for Contractor's liability arising out of the rending of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with limits not less than $1,000,000 per occurrence and $1,000,000 aggregate.

8.6. CMGC shall maintain Builder's Risk / Installation Floater: Contractor shall provide optional terms for builder's risk insurance or installation floater, with the proposed premium broken out as a separate line item. Contractor agrees to have City approve builder's risk insurance program including limits, deductibles, terms, etc. The City shall maintain the right to directly purchase builder's risk coverage at their discretion.

8.7. CMGC, at its own expense, shall maintain automobile liability insurance with bodily injury and death limits of at least $2,000,000 each accident. 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 liability insurance in amounts satisfying applicable Utah law.

8.8. Before commencing the Scope of Service, and at any time thereafter upon written request by the City, CMGC 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.

8.9. 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 CMGC in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate or certificates 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, CMGC shall maintain any insurance required by this Agreement until after the Scope of Service has been fully performed by CMGC, and subsequently approved and accepted by the City. CMGC 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, CMGC must provide the City with a performance bond/performance letter of credit in the amount of the Consideration Payment. The completed performance bond/performance letter of credit will be attached hereto as Exhibit D at the start of construction after the bond has been pulled. In the event that CMGC fails to provide a performance bond/performance letter of credit within 30 days of the Effective Date, this Agreement shall be void.

9.1.1. The purpose of the performance bond/performance letter of credit is to guarantee the proper completion by CMGC of the Scope of Service as contemplated by this Agreement.

9.1.2. The performance bond/performance letter of credit shall remain valid until the City approves of and accepts the Scope of Service, as set forth in Section 9.2.

9.2.Prior to the City's approval and acceptance of the Scope of Service, CMGC must provide the City with a warranty bond/warranty letter of credit in the amount of 10%.

9.2.1. The purposes of the warranty bond/letter of credit is to guarantee that the Scope of Service:

9.2.1.1. (1) complies with this Agreement; and

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

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

9.2.3. Approval and acceptance of the Scope of Service shall be deemed to have occurred when each of the following events have been satisfied:

9.2.3.1. CMGC provides written notice to the City that CMGC considers the Scope of Service to be complete.

9.2.3.2. The City provides written approval and acceptance of the Scope of Service, or fails to provide a written response to CMGC, within thirty (30) days after receiving the notification contemplated by Section 9.2.3.1., 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. CMGC represents and warrants that:

10.2.1. CMGC 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. CMGC warrants the workmanship, materials, proper functioning, and manner of the Scope of Service contemplated by this Agreement for the entire Warranty Period. In the event that any portion of the Scope of Service does not remain in good and operating condition (in the sole judgment of the City) during the Warranty Period (ordinary wear and tear excepted), CMGC, at its own expense, shall immediately perform all necessary repairs and replacements to maintain such inadequate Scope of Service in good and operating condition (to the City's sole satisfaction). Should any portion of the Scope of Service 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 CMGC's expense – to be paid by CMGC within thirty (30) days of receiving a notice of indebtedness from the City.

10.2.3. CMGC shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for Scope of Service 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. CMGC shall correct any defect in its performance at no additional cost to the City. Upon request by the City, CMGC 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. CMGC 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. CMGC'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.

11.1. 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.

11.2. Notwithstanding Section 10.1., CMGC agrees that, except as directed by the City, CMGC 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, CMGC shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in CMGC's possession or control, and which are designated "confidential" or "private." CMGC further agrees to bind its employees and any sub-CMGCs to the terms and conditions of this Section 10.2.

12. Equal Opportunity.

12.1. Neither CMGC, nor any sub-CMGC of CMGC, shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

13. Record Keeping and Audits.

13.1. CMGC shall maintain accurate accounting records for all goods and services provided in the performance of this Agreement, and shall retain all such records for a period of at least three (3) years following the termination or completion of this Agreement. Upon forty-eight (48) hours written notice and during normal business hours, the City shall have access to and the right to audit any records or other documents pertaining to this Agreement. CMGC shall furnish copies of any records requested by the City at CMGC's expense.

14. Relationship of the Parties, and Immunity.

14.1. The relationship between the parties shall be that of independent contracting parties. Each party shall be responsible for the manner of its own performance of this Agreement. Nothing herein shall be construed to create an employer-employee, principal-agent, or other similar relationship. Neither party is authorized to, nor shall either party, enter into any contract or commitment on behalf of the other party. Neither party shall be considered an affiliate or subsidiary of the other party. It is expressly understood that this Agreement, including the performance thereof, is not a joint venture, partnership, or any other relationship other than that of independent contracting parties.

14.2. Nothing in this Agreement, nor the performance hereof, shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the City or its employees, officers, and directors may assert under State of Federal law, including (but not limited to) The Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq*. All claims against the City or its employees, officers, and directors are subject to the provisions of the aforementioned act, which controls all procedures and limitations in connection with any claim of liability.

15. Notice.

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

To the City:
Lehi City Corporation
Attn: Beau Thomas
City Purchasing
153 North 100 East
Lehi, Utah 84043

To CMGC:
SIRQ Construction
Attn: Bret Vargason
Operations Manager
3900 North Traverse Mountain Blvd
Suite 202
Lehi, UT 84043

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

15.3. The designation of any address or individual contemplated by this Section 14 may be changed by notice given in the same manner as provided in this Section 14. and shall not be subject to the restrictions contemplated by Section 21.

16. Attorneys' Fees and Costs.

16.1. 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 said prevailing party in connection with the suit, both before and after judgment, in addition to any other relief to which such party may be entitled.

17. Non-Waiver.

17.1. 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.

18. Binding Effect.

18.1. This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, transferees, assignees, and delegatees.

19. Assignment.

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

20. Time.

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

21. Force Majeure.

21.1. Neither party will 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.

22. Amendments.

22.1. This Agreement may not be modified, amended, or terminated, except by an instrument in writing, signed by each party hereto.

23. Further Assurances.

23.1. The City and CMGC mutually agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

24. Incorporation of Miscellaneous Material.

24.1. Each section of this Agreement shall be considered a part hereof, including (but not limited to) Sections 1. and 2., respectively. Likewise, any exhibit referenced in this Agreement is made a part hereof.

25. Drafting and Voluntary Execution.

25.1. The negotiation and drafting of this Agreement have been accomplished collectively by each party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such party. The parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their counsel, and that they fully understand the terms of this Agreement and the consequences thereof. Furthermore, the parties hereto have been afforded the opportunity to negotiate as to any and all terms of this Agreement, and each party is executing this Agreement voluntarily and free of any undue influence, duress, or coercion. The parties further acknowledge that they have relied on their own judgment, belief, knowledge, and advice from their own representatives, consultants, affiliates, and agents, as to the extent and effect of the terms and conditions contained herein. The parties are not relying upon any statement or representation made by any other party or any officer, director, employee, agent, servant, adjustor, or attorney acting on behalf of another party, unless such a statement or representation is expressly set forth in this Agreement.

25.2. The headings in this Agreement are for convenience only and shall not be interpreted to limit the meaning of the language contained herein in any way.

26. Severability.

26.1. 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.

27. Governing Law.

27.1. This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of any choice or conflict of law rules.

27.2. Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the courts of Utah County, in the State of Utah. Consequently, each party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts. Each party hereby waives, and agrees not to assert by way of motion, as a defense, counterclaim, or otherwise, in any action associated with this Agreement that:

27.2.1. Any party hereto it is not personally subject to the jurisdiction of the aforementioned courts for any reason other than the failure to properly serve process.

27.2.2. Any party or its property is exempt or immune from jurisdiction of the aforementioned courts, or from any legal action commenced in said courts (whether before or after judgment).

27.2.3. To the fullest extent allowed by law, that:

27.2.3.1. The action in any such court set forth above is brought in an inconvenient forum.

27.2.3.2. The venue of any such action is improper.

27.2.3.3. This Agreement, or the subject matter hereof, may not be heard by said courts.

27.3. Notwithstanding the foregoing, other Federal, State, and municipal laws, regulations, rules, orders, and ordinances may be applicable to this Agreement. CMGC shall comply with any such applicable law, including (but not limited to) obtaining any permits required to perform the Scope of Service.

28. Third-Party Beneficiaries.

28.1. This Agreement is not meant to create any rights or benefits (whether intended or incidental) for any third party. Only the named parties to this Agreement may enforce the terms and conditions hereof.

29. Entire Agreement.

29.1. 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 – express or implied, oral or written – 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

30. Duplicate Originals.

30.1. This Agreement may be executed in identical duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.

31. Signatures.

31.1. The City and CMGC voluntarily enter into this Agreement, as evidenced by affixing their respective signatures, below.

City:

Lehi City
By: Mark Johnson
Its: Mayor

Dated: _____

Attest:

_____
Teisha Wilson, City Recorder

Dated: _____

CMGC:

SIRQ Construction
By: Bret Vargason
Its: Operations Manager

Dated: _____

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-33 approving an addendum to the parks and detention area mowing services agreement between Lehi City and Brightview Landscaping.

Suggested Action:

Attachments:

Res 2023-33.docx

Agreement-Brightview Landscaping Services Mowing Addendum.docx

RESOLUTION NO. 2023-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN ADDENDUM TO THE PARKS AND DETENTION AREA MOWING SERVICES AGREEMENT BETWEEN LEHI CITY AND BRIGHTVIEW LANDSCAPE SERVICES, INC.

WHEREAS, City and Brightview Landscape Services, Inc. entered into the Agreement for Parks and Detention Area Mowing Services ("Agreement"), dated February 23rd, 2023, for the purpose of providing lawn mowing services in Lehi City parks and detention areas.

WHEREAS, City and Contractor desire to add additional terms and conditions to the Agreement ("Addendum").

WHEREAS, on June 13th, 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 Addendum with Brightview Landscape Services, 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 Addendum attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the Addendum 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 13th day of June, 2023.

LEHI CITY

_____
Mark Johnson, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

Exhibit “A”

ADDENDUM

THIS ADDENDUM TO THE AGREEMENT FOR THE LEHI CITY PARKS AND DETENTION MOWING SERVICES is made and entered into as of the _____ day of _____, 2023 by and between: Lehi City, a municipality and political subdivision of the State of Utah, located at 153 N. 100 E. Lehi, Utah, 84043, hereinafter referred to as "City" and Brightview Landscape Services, Inc., located at 4112 S. 500 W., Murray, Utah 84123, hereinafter referred to as "Contractor."

WHEREAS, City and Contractor entered into the Agreement For The Lehi City Parks and Detention Mowing Services ("Agreement"), dated February 23rd, 2023, for the purpose of providing lawn mowing services in Lehi City parks and detention areas.

WHEREAS, City and Contractor desire to add additional terms and conditions to the Agreement ("Addendum").

WHEREAS, this Addendum is the first addendum to the Agreement.

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

1. ADDENDUM

1.1 The following provisions are hereby added to the Agreement:

Contractor shall lease vacant property from Lehi City that will be utilized for parking of personal and work vehicles and equipment while performing the mowing operations of Lehi City Parks and Detention Areas. Exhibit A shows the designated vacant land that can be utilized by Contractor for the purposes of this Addendum. Contractor is allowed to park up to 6 work trucks and trailers on the leased property from Monday – Friday; 24 hours per day. Contractor will be allowed one dumpster on sight for debris and waste. Contractor will also be allowed to park up to 12 personal vehicles on the leased property business hours, Monday – Friday. All efforts will be made to complete weekly mowing Monday – Friday and to avoid weekends.

Contractor agrees to pay Lehi City One Hundred Dollars ($100) per month for the exclusive right to utilize the vacant property for parking and a dumpster. Payment will start May 1st, 2023 and will end the month the Agreement terminates. Payment will be made in full or monthly at the Lehi City Offices located at 153 N. 100 E., Lehi, Utah 84043.

Contractor shall maintain the leased property during the term of the Agreement. Maintenance of the property includes mowing of all grass and weeds, removing any

rubbish or debris from the premises, and keeping the property in an overall clean appearance. Contractor will not be reimbursed for any expenses related to maintaining the property.

Contractor will not be allowed to erect any permanent or temporary structures without prior written consent of Lehi City. Contractor will be required to restore property to its original state upon vacating at the end of the agreement.

Lehi City will not be responsible for damage, vandalism, theft or destruction of any of Contractor's personal property while being used under the terms of this Agreement.

2. NO OTHER CHANGES

2.1 Except as otherwise expressly provided in this Addendum, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

LEHI CITY CORPORATION ATTEST:

By:_____
_____
Mark Johnson, Mayor City Recorder

Aaron Lott

By:_____
Name:

State of Utah)
:ss.
County of Utah)

The forgoing instrument was acknowledged before me this _____ day of _____, 2023 by Aaron Lott.

_____

Notary Public

Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2023-32 approving an addendum to the parking lease agreement between Lehi City and Brian Brown.

Suggested Action:

Attachments:

Res 2023-32.docx

Agreement-Parking Space Lease Addenddum (Brian Brown).docx

RESOLUTION NO. 2023-32

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN ADDENDUM TO THE PARKING SPACE LEASE AGREEMENT BETWEEN LEHI CITY AND BRIAN BROWN

WHEREAS, City and Lessee previously entered into the Parking Space Lease Agreement ("Agreement") for the purpose of providing parking spaces for a development that is located at Center Street and Main Street.

WHEREAS, City and Lessee desire to add additional terms and conditions to the Agreement ("Addendum").

WHEREAS, on June 13th, 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 Addendum with Brian Brown; 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 Addendum attached hereto as Exhibit "A" is 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 13th day of June, 2023.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

ADDENDUM

THIS PARKING SPACE LEASE AGREEMENT ADDENDUM is made and entered into as of the _____ day of _____, 2023 by and between: Lehi City, a municipality and political subdivision of the State of Utah, located at 153 N. 100 E. Lehi, Utah, 84043, hereinafter referred to as "City" and Brian Brown, an individual, 187 W. Main Street, Lehi, Utah, 84043, hereinafter referred to as "Lessee."

WHEREAS, City and Lessee previously entered into the Parking Space Lease Agreement ("Agreement") for the purpose of providing parking spaces for a development that is located at Center Street and Main Street.

WHEREAS, City and Lessee desire to add additional terms and conditions to the Agreement ("Addendum").

WHEREAS, this Addendum is the first addendum to the Agreement

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

1. ADDENDUM

1.1 The following provisions are hereby added to the Agreement:

Lessee is allowed to park one 15-foot enclosed trailer in the designated parking area as described in the Agreement. All efforts will be made to park the trailer in one stall, utilizing the sidewalk or grass landscape areas as an overhang only. The trailer is to be utilized in conjunction with the Life Shop, classes or programs. No personal trailers will be allowed to be parked in the designated parking spaces that contain personal or none Life shop contents.

Lessee will maintain all annual registration and liability insurance on the trailer. Lehi City will not be responsible for damage, vandalism, theft or destruction of the trailer while parked in the designated parking area.

Lehi City has deemed the parking area as public parking and for city employees. Lehi City is going to do construction on city property and will require City Employees and patrons to utilize the public parking and designated stalls in the Agreement. Lehi City will work with Lessee to accommodate for the parking stalls and parking of the trailer in other public parking areas as needed to maintain leased stall rates. Every effort will be made to accommodate Lessee if parking is needed in pubic parking areas outside of the designated area in the parking agreement.

2. NO OTHER CHANGES

2.1 Except as otherwise expressly provided in this agreement, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

LEHI CITY CORPORATION ATTEST:

By:_____
_____
Mark Johnson, Mayor City Recorder

Brian Brown

By:_____
Name:

State of Utah)
:ss.
County of Utah)

The forgoing instrument was acknowledged before me this _____ day of _____, 2023 by Brian Brown.

_____
Notary Public

Agenda Item No: 13

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #39-2023 the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South.

Suggested Action:

Attachments:

CC Staff Report Griffith's Property Zone Change 06.13.23.docx

Griffith Estates Zone Change DRC 04.26.23.docx

Ord 39-2023.docx

Griffith's Property Zone Change Aerial.pdf

Griffith's Property Zone Change General Plan.pdf

Griffith's Property Zone Change Zoning.pdf

Griffith's Property Zone Change DRC 04.26.23.pdf

GRIFFITH ESTATES ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Jim Bradshaw		
Meeting Date	June 13, 2023		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 300 E 1630 S		
Project Area	3.43 acres		
Existing Zoning	A-5		
Proposed Zoning	R-1-22		
Existing General Plan Land Use Designation	VLDRA		
Adjacent Zoning and Land Use	*North*	PF	Spring Creek Substation
	South	A-5	Undeveloped
	East	A-5	Undeveloped
	West	PF	Dragonfly Disc Golf Course
Date of DRC Review	April 26, 2023		
Date of Planning Commission Review	May 11, 2023		
Assigned Planner	June 13, 2023		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Very Low Density Residential District (VLDRA)

The purpose of the Very Low Density Residential/Agricultural (VLDRA) classification is to provide for single-family residential areas within a rural setting, with an overall neighborhood density not to exceed 1.75 units per acre. Much of the area designated as VLDRA is located where small-scale farming, hobby farming, or other agricultural uses are present. Where new development is allowed adjacent to existing agricultural areas, the new development must be sensitive to the existing uses. Larger lot sizes and lower density zones that allow for animal rights will be encouraged where adjacent to such agricultural areas. In particular, provision should be made for hobby farms, ranchettes, or equestrian-related developments where the development is to be located adjacent to similar existing uses.

The VLDRA designation is also intended to encourage creativity and flexibility of planning and design through the use of Planned Residential Design projects and Planned Unit Developments, where clustering and open space, with a variety of lot sizes and a range of housing choices can be accomplished while still maintaining a base density of 1.75 units per acre. Although new development in VLDRA areas is allowed, the existing agricultural uses will be encouraged to remain. Growth should be directed in an orderly manner, growing outward from existing developed areas where public facilities are available.

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval, of the Lehi City Development Code, the Planning Commission should consider the following factors, among others, when reviewing a zone amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;

3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

PROPERTY HISTORY

January 20, 1999- This property was annexed into the city as the Mill Pond Annexation.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from A-5 to R-1-22 on 3.43 acres of property located at approximately 300 E 1630 S. The General Plan designation of VLDRA is consistent with the zone change request. The rezone application will allow the applicant to increase the allowed density on the property from one unit per five acres to 1.75 units per acre.

The applicant concurrently submitted a concept plan for a PUD that would dedicate 6.11 acres of property to Lehi City for open space preservation and the Pony Express Parkway Extension.

The DRC had two informational redline comments about providing water dedication and to use a complete Lehi City address in the narrative.

Please consider the DRC comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed zone change is/is not consistent with the goals and policies of the General Plan.
2. The proposed change is/is not consistent and compatible with the General Plan land uses of nearby and adjoining properties.
3. The proposed change will/will not unduly affect the uses, or proposed uses for nearby and adjoining properties.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on May 11, 2023. The minutes and motion from this meeting are as follows:

3.7) Public hearing and recommendation of Jim Bradshaw's request for review of the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South.

3.8) Public hearing and recommendation of Jim Bradshaw's request for review of the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South

Agenda items 3.7 and 3.8 were heard simultaneously.

Jacob Curtis presented information on agenda item 3.7

The applicant, Steve Potter, and Jim Bradshaw, were present.

Commissioner Newall opened the public hearing for 3.7

Teresa Mott stated she has some concerns. They have been having problems with flooding with the irrigation ditch that floods the property. There is a ditch that drains into Utah Lake and she would like to know if the developer will maintain that ditch or if will it flood their property. Once the property is developed, their crops will be shaded which will affect their hay. She asked about the fence line because they have cows on the property. If they bring in fill dirt, will the runoff flood their property? She is concerned with the children from the development getting around the cows and the ponds or being forced out of the property. She is concerned about being forced out of the community. They have farm equipment on the farm. In the proposal, they are exchanging property for nine condos. The city is going to have to maintain the property and she doesn't feel that is a fair trade because the property is unusable. She is concerned about the development affecting their property.

Paul Kolan is concerned about the ditch. He stated Greg Allred put in a new pipe because everyone knows the ditch floods and is fast moving. They are supposed to have 10 acres to put this stuff in and donate the rest to the City. The property that is being donated is trash property. When the lake rises, the new development will be underwater. He is concerned about the kids getting into the ditches and equipment and getting hurt. He stated they will put up no trespassing signs but would like a fence built. The land being donated is worthless.

Grant Kolan stated when the dirt is dug out, the water runs through the dirt like a sponge with carpet on top of it. The sewer line was run across the bottom of the field. Now when water runs out, the water hits the line like a dam and it is a pond. The water filters through the dirt and he knows if they dig it out and fill it in, their property will get all of the water and will flood. They are fighting it as it is.

Chance Kolan wanted to add with the PUD it had to be 10 acres and the whole property is 7.3 acres and they only want to rezone part of it. This development is going right over the ditch where there are flooding issues. He said it is like a floating carpet. He thinks it will be like trying to keep a building afloat.

Commissioner Newall closed the public hearing for 3.7

Commissioner Newall wanted to clarify this was for a zone change.

Commissioner Bunker addressed drainage, fencing, the height of the buildings, and the property line.

Motion: Commissioner Jackson moved to hear 3.7 and 3.8 simultaneously. Commissioner Bunker seconded. All in favor.

Jacob Curtis presented information on agenda item 3.8

The applicant, Steve Potter, and Jim Bradshaw, presented information on the item. There are power lines that are above the property that is dedicated to the City for the Pony Express Trail. They have dedicated the top and bottom portions for the trailway extension and will provide the best use of the property. The ditch will be rerouted to the canal that the City maintains. There will be a fence included in the plat which is a requirement.

Commissioner Newall opened the public hearing for 3.8

Grant Kolan stated the only outlet of the irrigation pond is at the bottom of their field and will flood their property and sit like a pond.

Teresa Mott stated she doesn't think the height won't affect the crops. If he builds it and affects their crops they are in trouble. They would like some type of study done so they aren't impacted. They would like to know for sure.

Commissioner Newall closed the public hearing for 3.8

Steve Potter stated there was a question about the soil and will do a soil study.

Commissioner Eyre asked if it wasn't a PUD how many units would be allowed. Jacob stated possibly 7 total single-family lots if the zone change stays the same. Ross Dinsdale stated it can be allowed. The base density for the project is based on the flood plain. Any irrigation ditches require approval from the owner and will have to work with them. Greg Allred has been in the area and is aware of this. Fencing requirements have to be met. Geo-tech investigations have to be done. Lehi City and American Fork have a plan to connect 1900 South and connect to American Fork to help alleviate traffic to Pioneer Crossing (Pony Express Parkway Proposed Project). The power lines go through the North end of the property. Mike stated the Utah Lake Shoreline overlay includes a cluster development. The property that is donated will be native and unusable.

Motion 3.7: Commissioner Carlson moved to recommend approval of **Jim Bradshaw's request for review of the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South**; including all DRC comments and findings stated in the report. Commissioner Jackson seconded.

Vote: Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Bunker, yes; Commissioner Carlson, yes. The motion passed unanimously.

Motion 3.8: Commissioner Bunker moved to recommend approval of **Jim Bradshaw's request for review of the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South**; including all DR comments and findings stated in the report. Recommend a soil study, shade study, water impact study, and property that is decorated with Russian Olive brought back to a state that is not a menace. Commissioner Carlson seconded.

Vote: Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Bunker, yes; Commissioner Carlson, yes. The motion passed unanimously.

Griffith Estates Residential Zone Change
DRC Redline Comments

Jim Bradshaw- requests review of the Griffith Estates Zone Change, changing the zoning from A-5 to R-1-22 on 3.43 acres located at 300 East 1630 South.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Lane Monson
Date of Plans Reviewed: 4/18/23
Time Start: 2:32 pm
Time End: 2:34 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections:
1. Use a complete Lehi City address in narrative.

Jacob– Public Works: No comments
Ross – Engineering: No comments
Kim – Planning:
2. As a condition of recording the zone change ordinance, the applicant will need to provide water dedication per Chapter 27 of the Development Code. The rate for the R-1-22 Zone is .79 acre feet per acre of culinary water and 2.9 acre feet per acre of irrigation water.

THIS ITEM IS SCHEDULED FOR PLANNING COMMISSION ON MAY 11, 2023 WITH THE CONCEPT.

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: 39-2023

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT LOCATED AT APPROXIMATELY 300 EAST 1630 SOUTH

WHEREAS, Jim Bradshaw, agent for owner of property located at approximately 300 E 1630 S and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as R-1-22 (residential); and

WHEREAS, following a public hearing on May 11, 2023, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on June 13, 2023, 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 May 11, 2023; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on January 25, 2022 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to R-1-22 (residential).

PART II:

A. If a provision of this Ordinance 39 -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 section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 13th day of June 2023.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

GRIFFITH ESTATES ZONE CHANGE

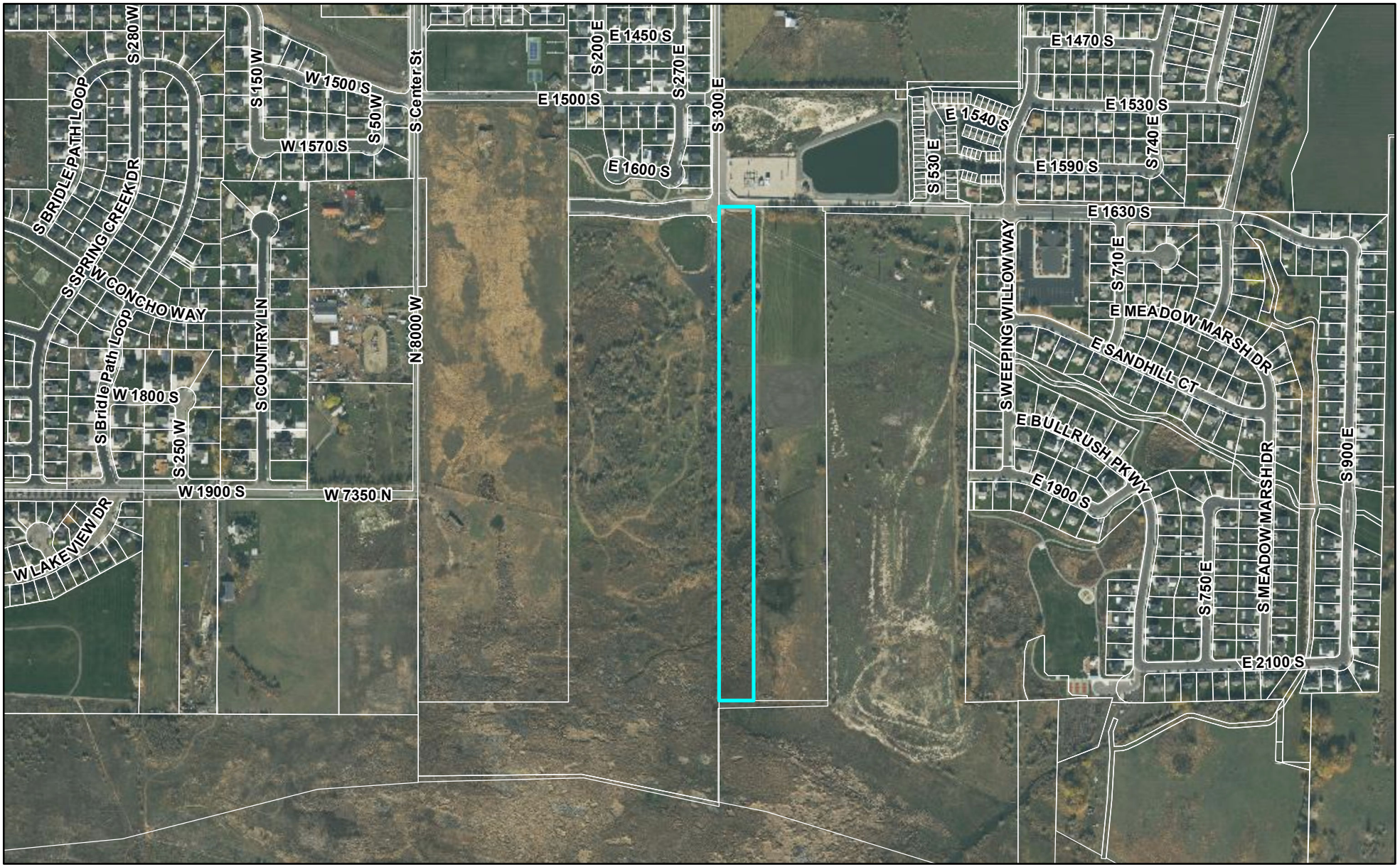
PARCEL - 13:036:0004

LEGAL DESCRIPTION

COM S 473 FT & W 1169.5 FT FR CENTER OF SEC. 21, T5S, R1E, SLB&M.; S 2167 FT; W 151.5 FT; N 2167 FT; E 151.5 FT TO BEG. AREA 7.537 AC.

Griffith's Property Zone Change

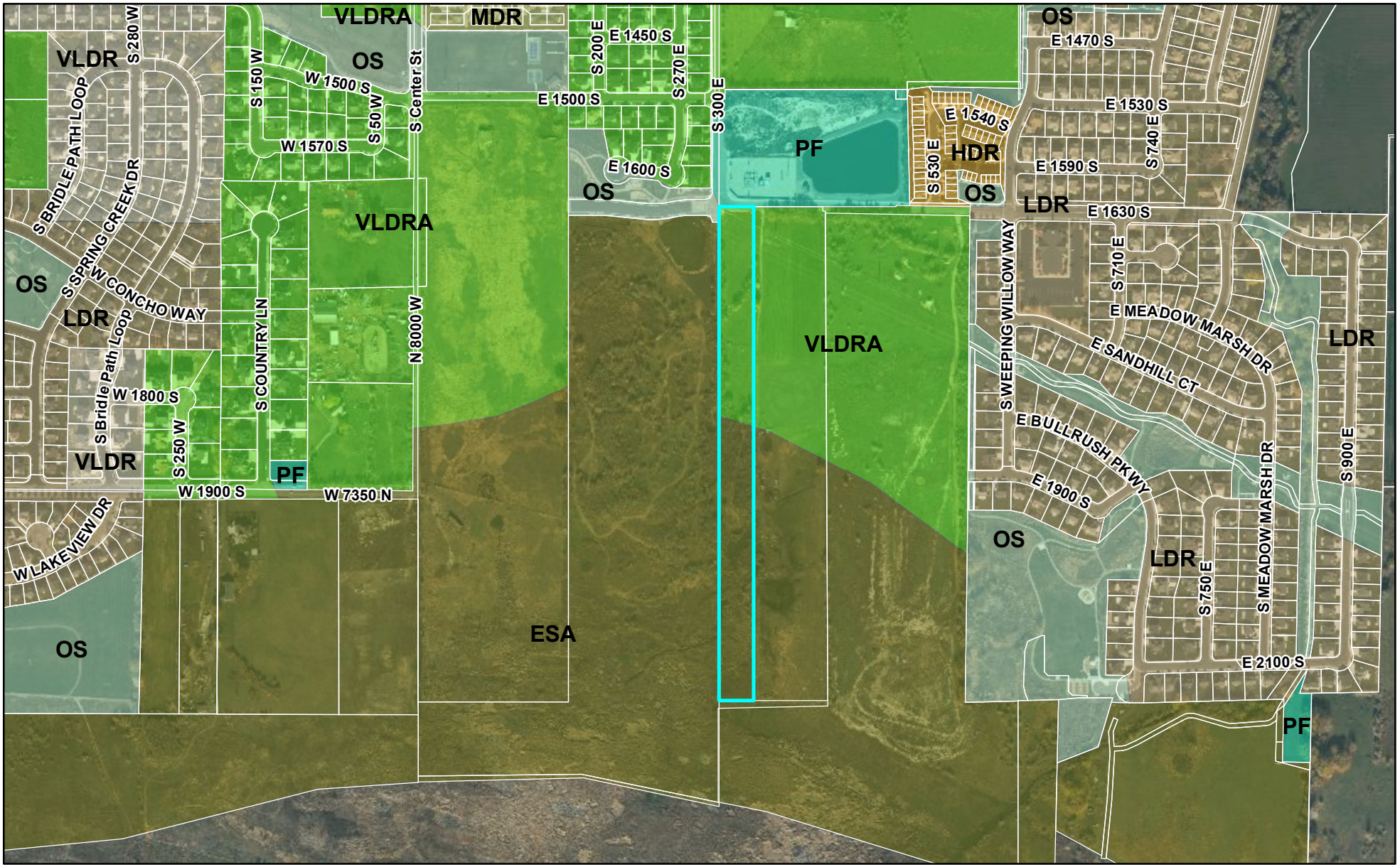
Aerial



LEHI CITY

Griffith's Property Zone Change

General Plan

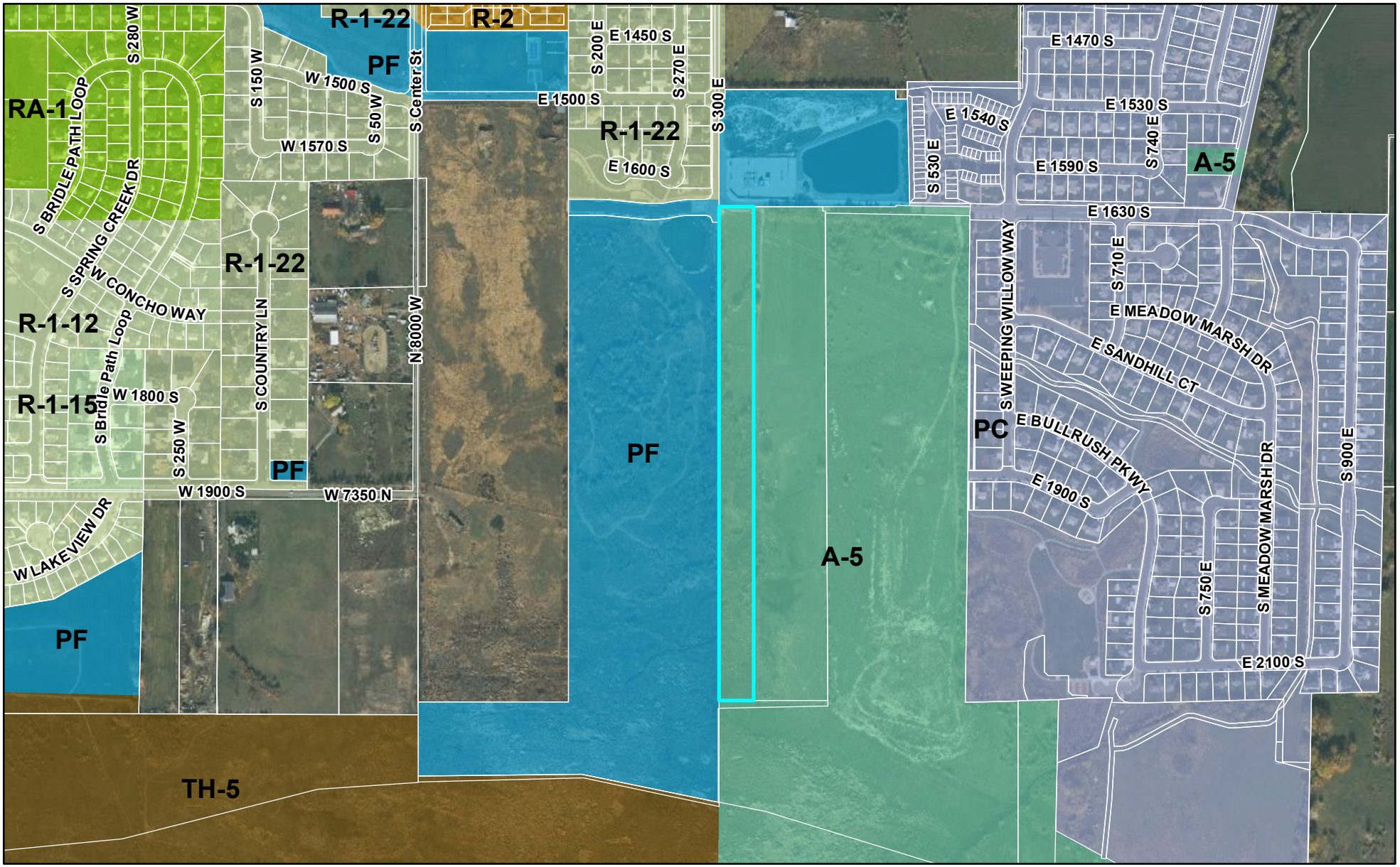


0 725 1,450 Feet

LEHI CITY

Griffith's Property Zone Change

Zoning



0 725 1,450 Feet

LEHI CITY

dotloop signature verification: dtlp.us/7MU0-QeBr-ee1f

Lehi City – Griffith Property
Zoning Map Amendment Application
March 27, 2023

Applicant Contact Information
Name: Jim Bradshaw
Address: 2097 East Cedar Fort Drive
City: Eagle Mountain
State: Utah
Zip: 84005
Cell#: 801-471-1402
Email: jim85133@gmail.com

Address of Proposed Amendment: 7800 West 1630 South, Lehi, Utah. Parcel 13:036:0004

Acres Included in Amendment: 7.54

Current Zone District Assignment: A-5 Agricultural

Proposed Zone District Assignment: R-1-22 Residential / Agriculture

Is the amendment consistent with the General Plan? Yes

The applicant shall provide stamped, addressed #10 business envelopes for all property owners within 300 feet, including a mailing list.
Brent Kolan, 557 North 300 East, Lehi, UT 84043-1633
Bruce and Sonja Nielsen, 1591 South 270 East, Lehi, UT 84043
Bradford and Callie Lockhart, 8692 West Pine Nut Circle, Boise, ID 83709
Kurtis and Melissa Redmond, 1535 South 270 East, Lehi, UT 84043
Triple B Investment Group LLC, 651 West 2100 North, Lehi, UT 84043-2889

ZONING MAP AMENDMENT APPLICATION ITEMS

(1) Description of the specific amendment to the Zoning Map:

This application proposes to change the Zoning Map for Parcel 13:036:004 owned by the Naomi C. Griffith from A-5 Agricultural to R-1-22 Residential/Agriculture.

(a) Reason and justification for the proposed amendment.

Lehi City General Plan Land Use for the 7.54 acre Griffith Property is designated Very Low Density Residential Agriculture (VLDRA) and Environmentally Sensitive Area (ESA). Our estimate based on GIS data provided by Lehi City is the ESA area begins at 920 feet south of the top boundary of the property.

dotloop signature verification: dtlp.us/7MU0-QeBr-ee1f

About 42% of the property is VLDRA (3.2 acres, (920 ft x 151.5 ft)/43,560 sq ft) and 58% is ESA (4.34 acres, (1247 ft x 151.5 ft)/43,560 sq ft). Only the 3.2 acre VLDRA portion is available for home development in order to preserve and not impact the ESA area.

The Griffith family does not want to develop the property per the current A-5 Agricultural zoning by building one home with agriculture or livestock. In recent years, Lehi City has grown with public utilities and streets now to the edge of their property. They would like to see the land developed with a small subdivision of townhomes so they can unlock its value.

We are proposing the zoning map for the Griffith Property be amended to R-1-22 Residential / Agricultural and a PUD with nine townhomes be built on the property.

(b) Consistency of the proposed amendment with the General Plan goals and policies.

The proposed amendment is consistent with the General Plan goals:

- It helps Lehi City provide additional housing choices for families looking for townhome options in the community that will match their budgets.
- It provides a creative planning approach for VLDRA land use by developing a PUD on the Griffith Property.
- It maintains a home density consistent with other subdivisions in the area (maximum 1.75 dwelling units per acre).
- It dedicates 6.11 acres or 81% of the property to Lehi City that will preserve the natural, open space of the area and encourage existing agricultural uses to remain.
- It protects the Environmentally Sensitive Area (ESA) along the north shoreline of Utah Lake.
- It provides 1.5 acres of land for the Pony Express Parkway Extension. This extension is critical to provide a second east-to-west traffic corridor for the Lehi-Saratoga Springs-Eagle Mountain communities. Pioneer Crossing is the only existing east-to-west expressway through area and is frequently gridlocked.

(c) Compatibility of the proposed zone with the existing land uses of nearby and adjoining properties.

The proposed zone map change to R-1-22 for the Griffith Property is compatible the zoning and home density of three nearby subdivisions…

1) Anthem Country Lane Estates Subdivision to the west
2) Willis Crossing Subdivision to the northwest
3) Spring Creek Planned Community to the east

(d) Effect of the proposed amendment on the character of the surrounding area.

Nine townhomes will be developed on a small 1.43 acre area (410 feet x 151.5 feet) in the northern part of the 7.54 acre Griffith Property. The remaining 6.11 acres (81% of the land) will remain open, natural green space. It will be dedicated to Lehi City to extend the power line trail construction on the north,

dotloop signature verification: dtlp.us/7MU0-QeBr-ee1f

preserve the ESA natural wetlands area on the south, and provide for the much-needed Pony Express Parkway Extension.

This proposed amendment is consistent with the character of the surrounding area… the Lehi City Dragonfly Disc Golf Course to the west, Brent Kolan's property to the east used for agriculture and livestock, and the Quail Run Park Townhomes (part of Spring Creek Planned Community) about 600 feet to the east.

(e) Gain to the public health, safety and welfare and overall community benefit from the existing classification to the proposed amendment.

Our plan is to develop a neighborhood with nine townhomes on the Griffith property with the following community benefits:

Northern portion (about 0.73 acres measuring 210 feet by 151.5 feet) – There are overhead power lines and a gas easement that cross this area. No townhomes will be built here. A local road to access the neighborhood from 1630 South Street will run along the western boundary of the property and cross this area. This area will be dedicated to Lehi City to continue the Powerline Trail development and conserve natural, open space in exchange for bonus townhome density.

Central portion (about 1.43 acres measuring 410 feet by 151.5 feet) – There will be a PUD with 9 townhomes built in this area. See the Griffith Estates Concept Plan for more detail.

R-1-22 Zoning home density calculation for Griffith Estates:

Total property acreage = 2,167 ft x 151.5 ft = 328,300.5 sq ft = 7.54 acres
Land under Powerlines = 180 ft x 151.5 ft = 27,270 sq ft = 0.63 acres
Land available for Home Development = 740 ft x 151.5 ft = 112,110 sq ft = 2.57 acres
Land on ESA = 1,247 ft x 151.5 ft = 188,920.5 sq ft = 4.34 acres

Density Calculation = (Land under Powerlines x 0.875) + (Land available for Home Development x 1.75) + (Land on ESA x 0.2) = (0.63 x 0.875) + (2.57 x 1.75) + (4.34 x 0.2) = 5.92 units

Bonus Density of 3.1 units is proposed in exchange for dedicating 6.11 acres of land to Lehi City:

Land for Powerline Trail = 0.73 acres
VLDRA land use property = 1.04 acres
ESA mid-property = 2.84 acres
ESA lower property for Pony Express Parkway Extension = 1.5 acres

Southern portion (about 5.38 acres measuring 1,547 feet by 151.5 feet) – The top 1.04 acres of this portion (300 feet by 151.5 feet) is VLDRA land use. The bottom 4.34 acres of this portion (1,247 feet by 151.5 feet) is Environmentally Sensitive Area (ESA). Lehi City is interested in the southernmost 1.5 acres to be used for the Pony Express Parkway Extension. The entire 5.38 acres of this southern portion will be dedicated to Lehi City in exchange for bonus townhome density.

(2) Map of the property location and other supporting documentation

- Griffith Doc 1 - Griffith Property – Current General Plan Land Use Map

Naomi C. Griffith Property

300 East 1630 South, Lehi, Utah
Parcel 13:036:0004

Vicinity Map

Lehi City
Parcel 13:036:0010

Lehi City – Dragonfly Park
Parcel 55:810:0053

Brent Kolan
Parcel 13:036:0014

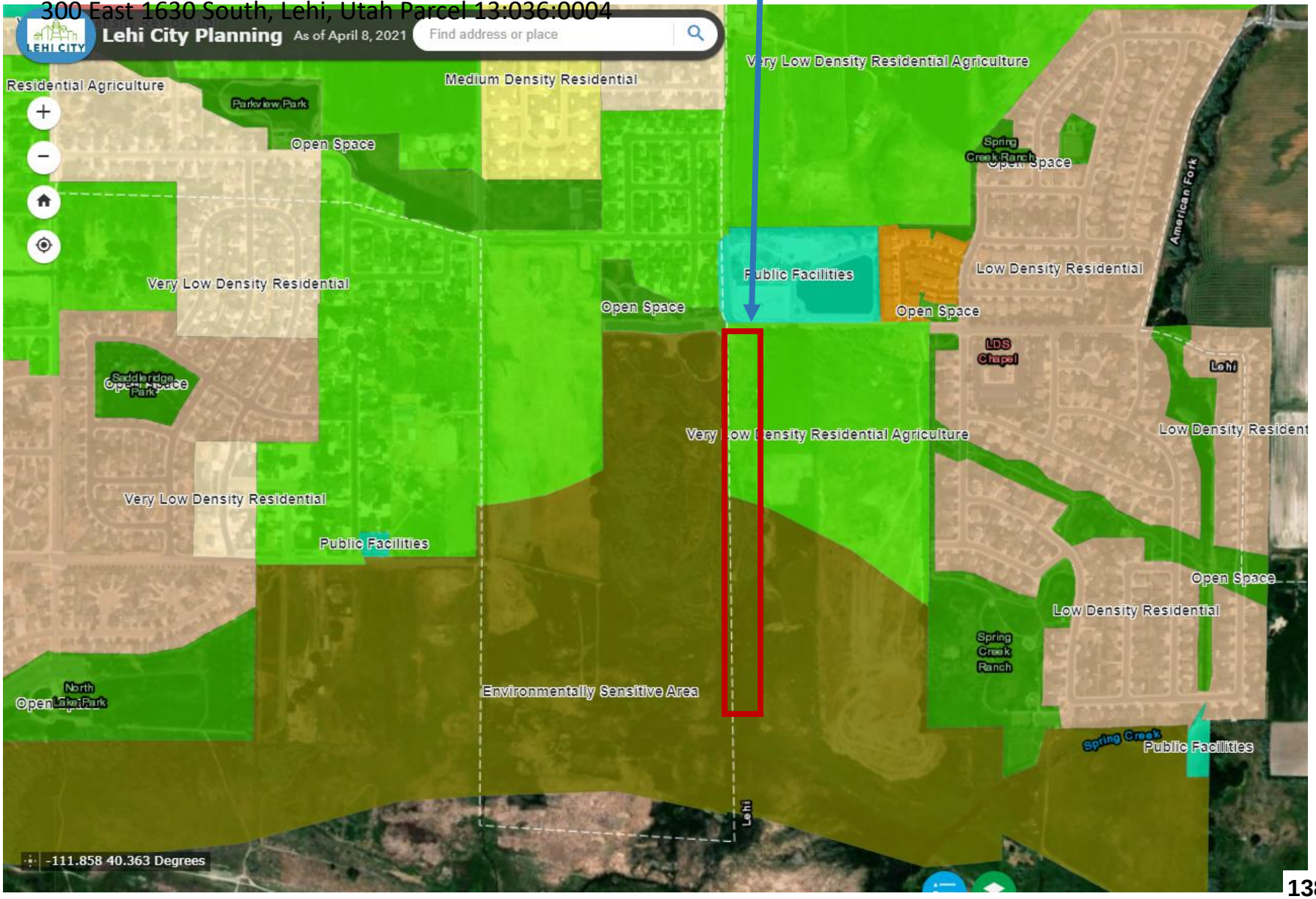
Triple B Investment Group LLC
Parcel 13:036:0017



Griffith Property – Current General Plan Land Use Map

VLDRA and ESA

300 East 1630 South, Lehi, Utah Parcel 13:036:0004



Agenda Item No: 14

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Concept approval for the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South.

Suggested Action:

Attachments:

CC Staff Report Griffith's Property Concept 06.13.23.docx

Griffith Estates Concept DRC 04.26.23.docx

Griffith's Property Concept Aerial.pdf

Griffith's Property Concept General Plan.pdf

Griffith's Property Concept Zoning.pdf

Griffith_s_Property_Concept_DRC_04.26.23_Redacted.pdf

GRIFFITH'S ESTATES SUBDIVISION CONCEPT
CITY COUNCIL REPORT

Applicant	Jim Bradshaw		
Meeting Date	June 13, 2023		
Requested Action/Purpose	Approval of a proposed concept plan		
Location	300 E 1630 S		
Project Area	7.54		
Existing Zoning	A-5		
General Plan Land Use Designation	VLDRA		
Adjacent Zoning and Land Use	*North*	PF	Spring Creek Substation
	South	A-5	Undeveloped
	East	A-5	Undeveloped
	West	PF	Dragonfly Disc Golf Course
Date of DRC Review	April 26, 2023		
Date of Planning Commission Review	May 11, 2023		
Assigned Planner	Jacob Curtis		

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 17.040. Development Standards.
All Planned Unit Developments shall conform to the following standards and requirements:

A. Qualifying Districts. Planned Unit Developments may be allowed at the discretion of the Planning Commission and City Council in all agricultural and residential districts within the City. To ensure that PUD projects are able to achieve the purposes stated in Section 17.010, and to ensure that projects are large enough to support a private homeowners association, property management agency, or corporation responsible for maintenance of open space, all Planned Unit Developments shall have a minimum area requirement of ten acres. Exceptions may be allowed for infill projects at the discretion of the Planning Commission and City Council. However, it is still the burden and responsibility of the applicant to demonstrate that the purposes of this chapter can be met, and that the adequate guarantees can be made for the maintenance of all required open space and common areas. For the purposes of this section, an infill project is defined as the development, or redevelopment within an existing developed area where street networks, utilities and other infrastructure are already present as opposed to starting with raw land in a relatively undeveloped or pristine area.

Section 37.020. Multi-Family Residential Design Standards

1. Developments containing two or more buildings shall possess a similar design theme, and the site shall be designed such that the overall development is cohesive. Building architecture, exterior materials and colors shall coordinate. If a development contains more than one building, structures shall be varied to prevent repetitive design.
2. Side and Rear Facades. These design standards shall be applicable to all sides of a building, with each facade being required to meet the terms of this section.

3. The majority of each facade, meaning 51 percent or more of the wall area excluding windows and doors, shall be constructed of brick, stone, architectural textured concrete, fiber cement siding, wood, or other durable building material as approved by the Planning Commission. Stucco, EIFS, or untreated concrete block (CMU) shall be allowed only as an accent or secondary material.
4. All buildings within a development shall have a coordinating color scheme; however not every building should be constructed from the same color scheme. Building colors should be varied to give diversity and variety to the project.
5. Townhome Building Entrances. The primary entrance and front façade of individual townhomes within a new development shall be oriented toward the following, listed in primary order:
    a. public streets
    b. parks, courtyards, or public open space;
    c. primary internal streets;
    d. secondary internal streets or alleys
6. Pedestrian circulation. Multi-family residential projects shall provide a circulation plan and include the following improvements to improve pedestrian circulation and safety:
    a. Pedestrian walkways that interconnect the adjacent streets, open spaces, parking areas, building entrys, adjacent sites and adjacent master planned trails where applicable. Each building located along a public road shall provide a sidewalk connection from the building entrance to the public sidewalk.
    b. Walkways shall be hard surfaced with concrete, brick pavers or asphalt.
    c. Crosswalks shall be placed where pedestrian walkways cross streets and internal roads and shall be painted or made of concrete or brick pavers.

REPORT ANALYSIS

The applicant requests approval of the Griffith's Estates Subdivision Concept plan located at 300 E 1630 S. The proposed use is nine townhome units. The applicant proposes the conceptual subdivision to be a Planned Unit Development (PUD) with an HOA to maintain landscaped common areas and provide trash and snow removal. Typically, PUDs require ten acres of property to be considered. The City Council will have to determine if this can be considered as infill development or if the benefits of the project merit consideration as a PUD.

The City Council should consider the site layout, the building elevations, and the DRC comments.

Site Layout
The proposed development site is shown on 1.43 acres of property in the northern part of the approximately 7.5-acre Griffith property. The plan shows nine townhome units with driveways along a private road, with a vehicle turnaround on one end. There is also landscape space with shrubs, lawn, and trees. No other community amendments are required

The remaining 6.11 acres will remain open, natural green space. The applicant proposes to dedicate it to Lehi City for use as the Power Line Trail extension to the north, natural wetlands to the south, and eventually the Pony Express Parkway Extension to the furthest south.

The plan includes eight guest parking spaces.

Building Elevations
The conceptual elevations include a variety of hard materials and several different variations in the façade. It meets the building materials and features requirements. Final elevations will be reviewed with the next application.

DRC Comments
The DRC reviewed the proposed concept plan and had 16 comments. Most of these are informational for the future site plan submittal. Comments include:

1. Turnaround must meet Lehi city Standards. Turnarounds from the IFC appendix D may be considered.
2. Project will need to meet landscape requirements Including tree, open space, and waterwise requirements. Please see Chapter 35.

3. The base density for the project would be 5 units. Staff is supportive of a density bonus of 4 units in exchange for road ROW and trail and open space dedication.
4. Staff is supportive of this as a PUD because it will include property that is needed for extension of the 1900 South roadway. (Pony Express Parkway)
5. PUDs shall have a minimum of ten acres. Exceptions may be allowed for infill projects at the discretion of the Planning Commission and City Council. This project could receive consideration as a PUD due to the potential for open space conservation with the clustered townhomes
6. Pull additional parking on the north side to the west.
7. Coordinate with Lehi City on 300 W intersection shared access for subdivision and park

Please consider the DRC comments in a 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 May 11, 2023. The minutes and motion from this meeting are as follows:

3.7) Public hearing and recommendation of Jim Bradshaw's request for review of the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South.

3.8) Public hearing and recommendation of Jim Bradshaw's request for review of the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South
Agenda items 3.7 and 3.8 were heard simultaneously.

Jacob Curtis presented information on agenda item 3.7

The applicant, Steve Potter, and Jim Bradshaw, were present.

Commissioner Newall opened the public hearing for 3.7

Teresa Mott stated she has some concerns. They have been having problems with flooding with the irrigation ditch that floods the property. There is a ditch that drains into Utah Lake and she would like to know if the developer will maintain that ditch or if will it flood their property. Once the property is developed, their crops will be shaded which will affect their hay. She asked about the fence line because they have cows on the property. If they bring in fill dirt, will the runoff flood their property? She is concerned with the children from the development getting around the cows and the ponds or being forced out of the property. She is concerned about being forced out of the community. They have farm equipment on the farm. In the proposal, they are exchanging property for nine condos. The city is going to have to maintain the property and she doesn't feel that is a fair trade because the property is unusable. She is concerned about the development affecting their property.

Paul Kolan is concerned about the ditch. He stated Greg Allred put in a new pipe because everyone knows the ditch floods and is fast moving. They are supposed to have 10 acres to put this stuff in and donate the rest to the City. The property that is being donated is trash property. When the lake rises, the new development will be underwater. He is concerned about the kids getting into the ditches and equipment and getting hurt. He stated they will put up no trespassing signs but would like a fence built. The land being donated is worthless.

Grant Kolan stated when the dirt is dug out, the water runs through the dirt like a sponge with carpet on top of it. The sewer line was run across the bottom of the field. Now when water runs out, the water hits the line like a dam and it is a pond. The water filters through the dirt and he knows if they dig it out and fill it in, their property will get all of the water and will flood. They are fighting it as it is.

Chance Kolan wanted to add with the PUD it had to be 10 acres and the whole property is 7.3 acres and they only want to rezone part of it. This development is going right over the ditch where there are flooding issues. He said it is like a floating carpet. He thinks it will be like trying to keep a building afloat.

Commissioner Newall closed the public hearing for 3.7

Commissioner Newall wanted to clarify this was for a zone change.

Commissioner Bunker addressed drainage, fencing, the height of the buildings, and the property line.

Motion: Commissioner Jackson moved to hear 3.7 and 3.8 simultaneously. Commissioner Bunker seconded. All in favor.

Jacob Curtis presented information on agenda item 3.8

The applicant, Steve Potter, and Jim Bradshaw, presented information on the item. There are power lines that are above the property that is dedicated to the City for the Pony Express Trail. They have dedicated the top and bottom portions for the trailway extension and will provide the best use of the property. The ditch will be rerouted to the canal that the City maintains. There will be a fence included in the plat which is a requirement.

Commissioner Newall opened the public hearing for 3.8

Grant Kolan stated the only outlet of the irrigation pond is at the bottom of their field and will flood their property and sit like a pond.

Teresa Mott stated she doesn't think the height won't affect the crops. If he builds it and affects their crops they are in trouble. They would like some type of study done so they aren't impacted. They would like to know for sure.

Commissioner Newall closed the public hearing for 3.8

Steve Potter stated there was a question about the soil and will do a soil study.

Commissioner Eyre asked if it wasn't a PUD how many units would be allowed. Jacob stated possibly 7 total single-family lots if the zone change stays the same. Ross Dinsdale stated it can be allowed. The base density for the project is based on the flood plain. Any irrigation ditches require approval from the owner and will have to work with them. Greg Allred has been in the area and is aware of this. Fencing requirements have to be met. Geo-tech investigations have to be done. Lehi City and American Fork have a plan to connect 1900 South and connect to American Fork to help alleviate traffic to Pioneer Crossing (Pony Express Parkway Proposed Project). The power lines go through the North end of the property. Mike stated the Utah Lake Shoreline overlay includes a cluster development. The property that is donated will be native and unusable.

Motion 3.7: Commissioner Carlson moved to recommend approval of **Jim Bradshaw's request for review of the Griffith Estates Zone Change from A-5 (agriculture) to R-1-22 (residential/agriculture) on 3.43-acres located at 300 East 1630 South**; including all DRC comments and findings stated in the report. Commissioner Jackson seconded.

Vote: Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Bunker, yes; Commissioner Carlson, yes. The motion passed unanimously.

Motion 3.8: Commissioner Bunker moved to recommend approval of **Jim Bradshaw's request for review of the Griffith Estates Concept, a 9-unit townhome PUD (Planned Unit Development) subdivision located at 300 East 1630 South**; including all DR comments and findings stated in the report. Recommend a soil study, shade study, water

impact study, and property that is decorated with Russian Olive brought back to a state that is not a menace. Commissioner Carlson seconded.

Vote: Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Bunker, yes; Commissioner Carlson, yes. The motion passed unanimously.

Griffith Estates Subdivision Concept
DRC Redline Comments

Jim Bradshaw- requests review of Griffith Estates Concept, a 9-unit townhome residential PUD subdivision located at 300 East 1630 South.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller, James Farnsworth
Assigned Planner: Jacob Curtis
Representatives of the Applicant Present: Lane Monson
Date of Plans Reviewed: 4/18/23
Time Start: 2:35 pm
Time End: 2:48 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. Line extension required.

Garion – Fire:
2. Turnaround must meet Lehi city standards. Turnarounds from the IFC appendix D may be considered.

Ryan – Water/Sewer:
3. Sewer connection on 1630 south is only 6' deep.
4. Sewer connection to the south will require TSSD approval.

James – Parks:
5. Project will need to meet landscape requirements. Including tree, open space, and waterwise requirements. Please see Chapter 35.
6. Shawn Winters suggested adding that an irrigation ditch flows and follows the tree line. It may make sense to divert or explore options for accommodating this ditch.

Gary – Building/Inspections:
7. A soil report is needed.

Jacob – Public Works: No comments

Ross – Engineering:
8. Current city transportation master plan shows 300 East extending to the south along this project. This plan would be contingent on an updated city master plan that eliminates the 300 East connection.
9. Staff is supportive of this as a PUD because it will include property that is needed for extension of the 1900 South roadway. (Pony Express Parkway)
10. Staff is supportive of density bonus in exchange for the property needed for the roadway.
11. The base density for the project would be 5 units. Staff is supportive of a density bonus of 4 units in exchange for road ROW and trail and open space dedication.

Luke- Traffic: No comments

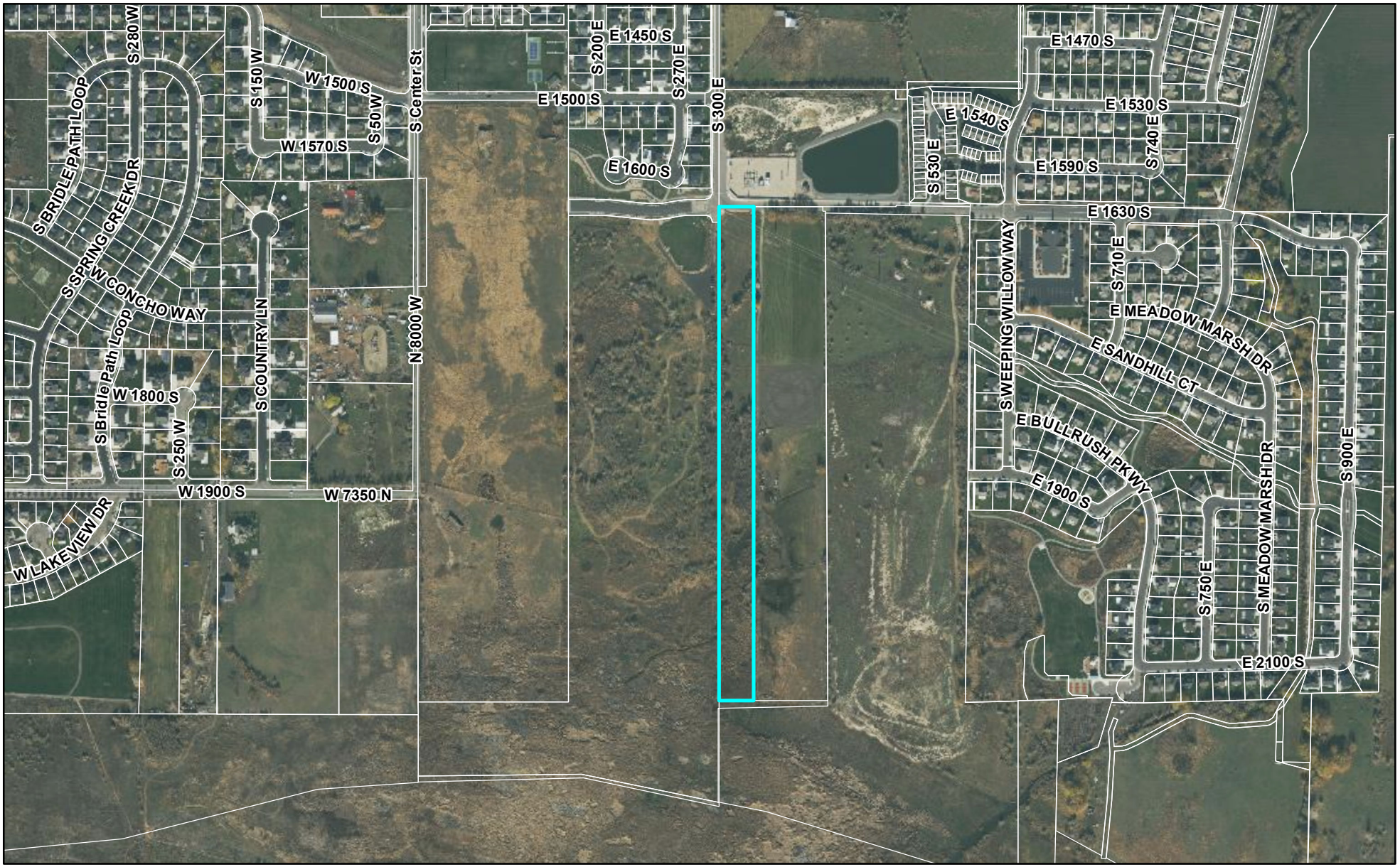
Kim – Planning:
12. PUDs shall have a minimum of ten acres. Exceptions may be allowed for infill projects at the discretion of the Planning Commission and City Council. This project could receive consideration as a PUD due to the potential for open space conservation with the clustered townhomes.
13. Recommend flared access approach off of 1630 S and a raised/continuous crossing for the trail.
14. Show master planned powerline trail through the project.
15. Pull additional parking on the north side to the west.
16. Coordinate with Lehi City on 300 W intersection shared access for subdivision and park

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON MAY 11, 2023.

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.

Griffith's Property Concept

Aerial



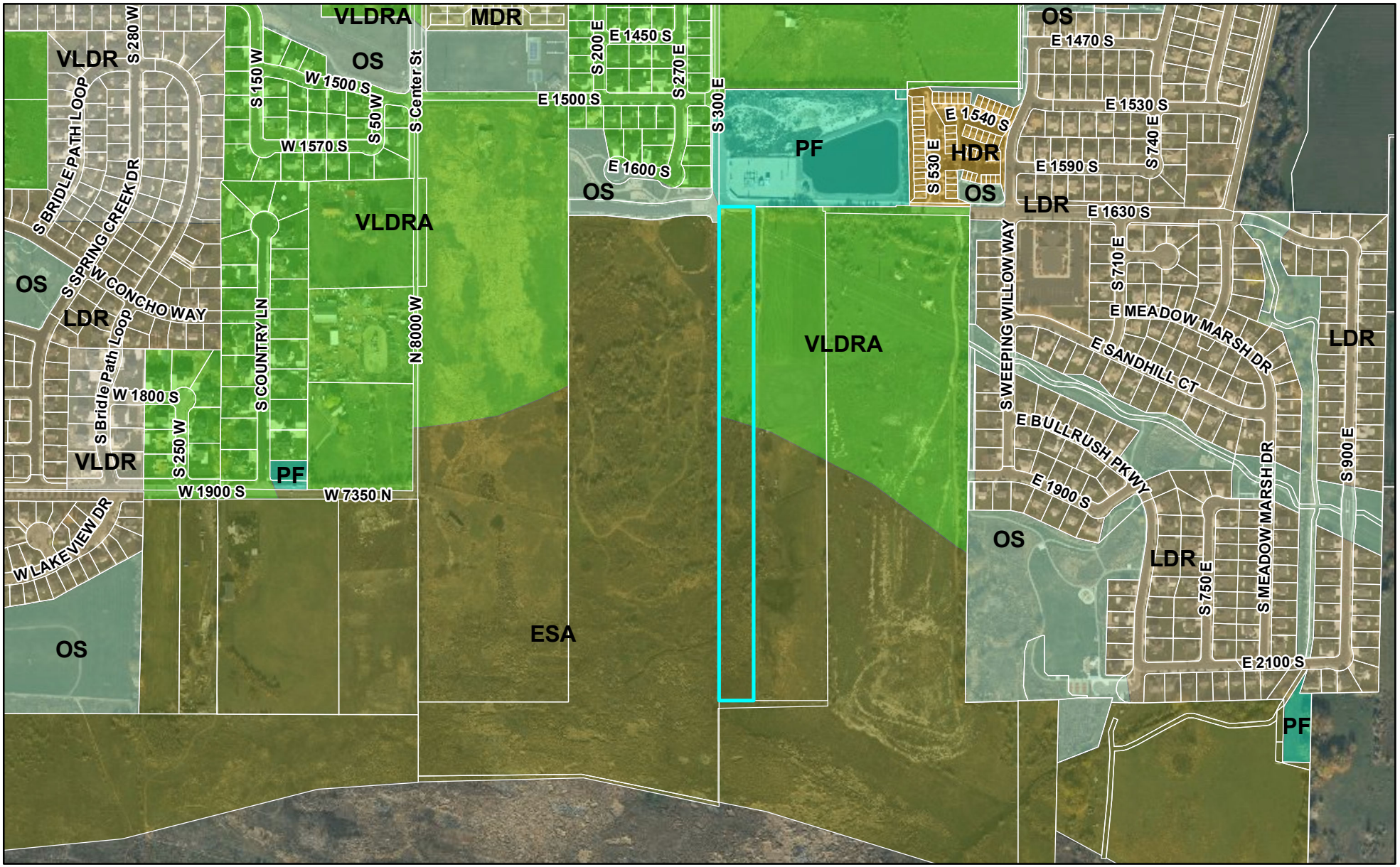
Feet

0 725 1,450

LEHI CITY

Griffith's Property Concept

General Plan

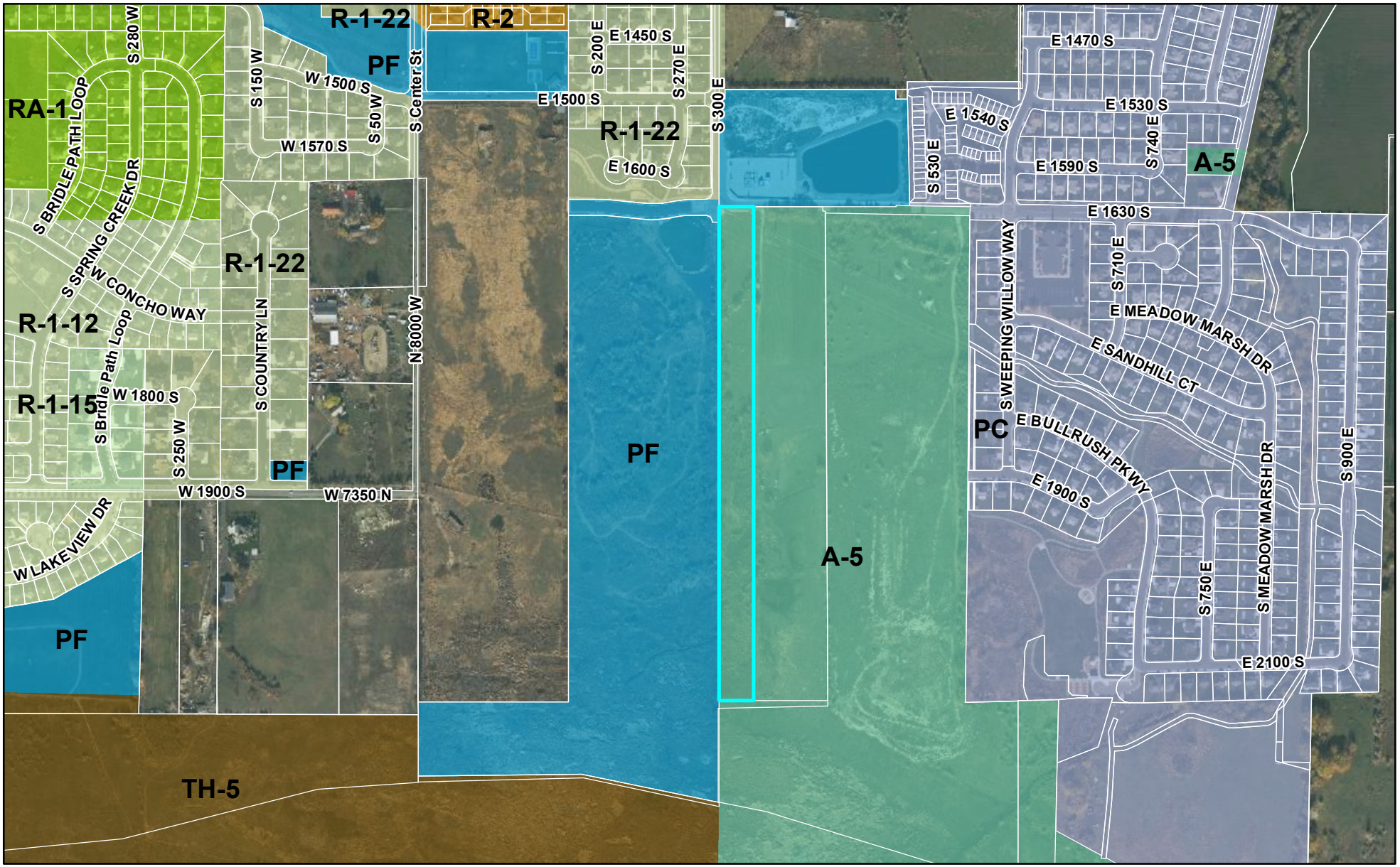


0 725 1,450 Feet

LEHI CITY

Griffith's Property Concept

Zoning



0 725 1,450 Feet

LEHI CITY

dotloop signature verification: dtlp.us/7MU0-QeBr-ee1f

- Griffith Doc 2 – Lehi City Planning Zone Map, March 2022
- Griffith Doc 3 – Spring Creek Ranch Subdivision Plat – Apr 2004
- Griffith Doc 4 – Willis Crossing Subdivision Plat – Jan 2015
- Griffith Doc 5 – Anthem Country Lane Estates Plat, Mar 2006

(3) Legal description of the property proposed for the Zoning Map Amendment

- Location: 7800 West 1630 South, Lehi, Utah
- Parcel: 13:036:0004
- Legal description: Commencing South 473 feet and West 1169.5 feet from the center line of Section 21, Township 5 South, Range 1 East Salt Lake Base & Meridian; thence South 2,167 feet; thence West 151.5 feet; thence North 2,167 feet; thence East 151.5 feet to the place of beginning.

Water Rights Conveyance Requirements for Zoning Map Amendments
Applicant acknowledges that he understands the water rights conveyance requirements.

Applicant Certification

Applicant's Signature:
Title:
Date:

Property Owner:
Name: Lisa Thompson
Phone: 4358402690
Tax I.D./Parcel #: 13:036:0004
Address: 4364 Liddell Lane, Erda, Utah 84074
Signature: Lisa Thompson dotloop verified 04/04/23 9:06 AM MDT S9DR-TTFR-2GUP-UVUH
Current Zone District Assignment: A-5 Agricultural
Proposed Zone District Assignment: R-1-22 Residential / Agriculture

Concept Review
March 27, 2023

Proposed Project Name: Griffith Estates

Project Acreage: 2.16 acres; From 1630 South Street to end Parking/Turnaround area ((620 ft x 151.5 ft)/43,560 sq ft)

Address of Proposed Project: 7800 West 1630 South, Lehi, Utah. Parcel 13:036:0004

Number of lots/units: 9 Townhomes

Applicant Contact Information
Name: Jim Bradshaw
Address: [redacted]

dotloop signature verification: dtlp.us/7MU0-QeBr-ee1f

City: Eagle Mountain
State: Utah
Zip: 84005
Cell#: [redacted]
Email: [redacted]

Owner Contact Information
Name: Naomi C. Griffith
Address: 4364 Liddell Lane
City: Erda
State: Utah
Zip: 84075
Cell#:
Email:

Owner's Signature of Authorization to file – To be provided

Licensed Engineer Contact Information (if applicable)
Name: Coury Morris, PE (Great Basin Engineering Inc)
Address: 5746 South 1475 East, Suite 200
City: Ogden
State: Utah
Zip: 84403
Work#: 801-689-8404
Email: courym@greatbasineng.com

The applicant shall provide stamped, addressed #10 business envelopes for all property owners within 300 feet, including a mailing list. Not required for Concept Review

PURPOSE
The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss a project prior to the preparation of a Preliminary Plat/ Site Plan. The applicant can use the Concept Plan meetings to ask questions and receive direction on project layout. After review of the concept plan, the applicant may be advised of the specific changes or additions that may be required in the layout as a prerequisite to the approval of the Preliminary Plat/Site Plan. The applicant may also want to consult the Neighbors of the proposed project to get their views and concerns.

Please read the applicable sections of the Lehi City Development Code and Lehi City Design Standards and Public Improvements Specifications Manual before submitting any type of project application. The applicant should realize that a typical time frame for approval of a major project in Lehi City is at least four months or more, depending on the complexity of the proposed development. A concept Plan application is only the first step.

CONCEPT PLAN APPLICATION ITEMS

(1) Proposed Concept layout that identifies:

dotloop signature verification: dtlp.us/7MU0-QeBr-ee1f

(a) Proposed lot lines and lot sizes: See Griffith Property Concept Plan.

(b) Name of the current owner of the property: Naomi C. Griffith.

(c) All existing structures, including setbacks and existing easements: There are no existing structures on the property.

(d) Location and names of adjacent properties/property owners and platted subdivisions:

- Brent Kolan owns parcel 13:036:0014 to the east
- Triple B Investment Group LLC owns parcel 13:036:0017 to the south
- Lehi City owns parcel 55:810:0053 to the west where the Dragonfly Disc Golf Course is located
- Lehi City also owns parcel 13:036:0010 to the north

(2) A written description of the proposed development:

(a) Type of development: Griffith Estates will be a small multi-family development of 9 townhomes.

(b) Proposed building materials: Building materials will include cement foundation, wood framing, composite wood or stucco siding, brick or stone façade, glass windows, and asphalt shingle roof.

(c) Proposed CC&Rs (if any): Griffith Estates will be a PUD with an HOA to maintain landscaped common areas and provide trash and snow removal.

(d) Proposed amenities to be included in the development: Nine townhomes will be developed on a 1.43 acre area (410 feet x 151.5 feet) in the northern part of the 7.54 acre Griffith Property. The remaining 6.11 acres (81% of the land) will remain open, natural green space. It will be dedicated to Lehi City to extend the power line trail construction on the north, preserve the ESA natural wetlands area on the south, and provide for the much-needed Pony Express Parkway Extension.

About 15,325 (0.35 acres) in the development with be a common open space with lawn and trees. Landscaping will also include a 650 sq ft shrub border on the north and south sides of the townhomes, and a flower/shrub border at the entrance of each town home. No other community amenities are planned for this development. This meets the Lehi City amenity requirements for multi-family developments with 9 units (see Chapter 37 Design Standards, Table 37.070).

3) Proposed building elevations and floor plans
See Griffith Doc 14 – Townhome proposed elevations and floor plans

(4) Supporting documentation, maps, and other information.

- Griffith Doc 6 – Griffith Property – Vicinity Map
- Griffith Doc 7 – Griffith Property Concept Plan
- Griffith Doc 8 – Griffith Property Concept Plan, North Side Section
- Griffith Doc 9 – Griffith Property Concept Plan, South Side Section
- Griffith Doc 10 – Griffith Property Survey
- Griffith Doc 11 – TSSD Sewerline and Proposed Pony Express Parkway Extension
- Griffith Doc 12 – Culinary and PI Water System Map
- Griffith Doc 13 – Storm and Sewer System Map
- Griffith Doc 14 – Townhome proposed elevations and floor plans

Naomi C. Griffith Property

300 East 1630 South, Lehi, Utah
Parcel 13:036:0004

Vicinity Map

Lehi City
Parcel 13:036:0010

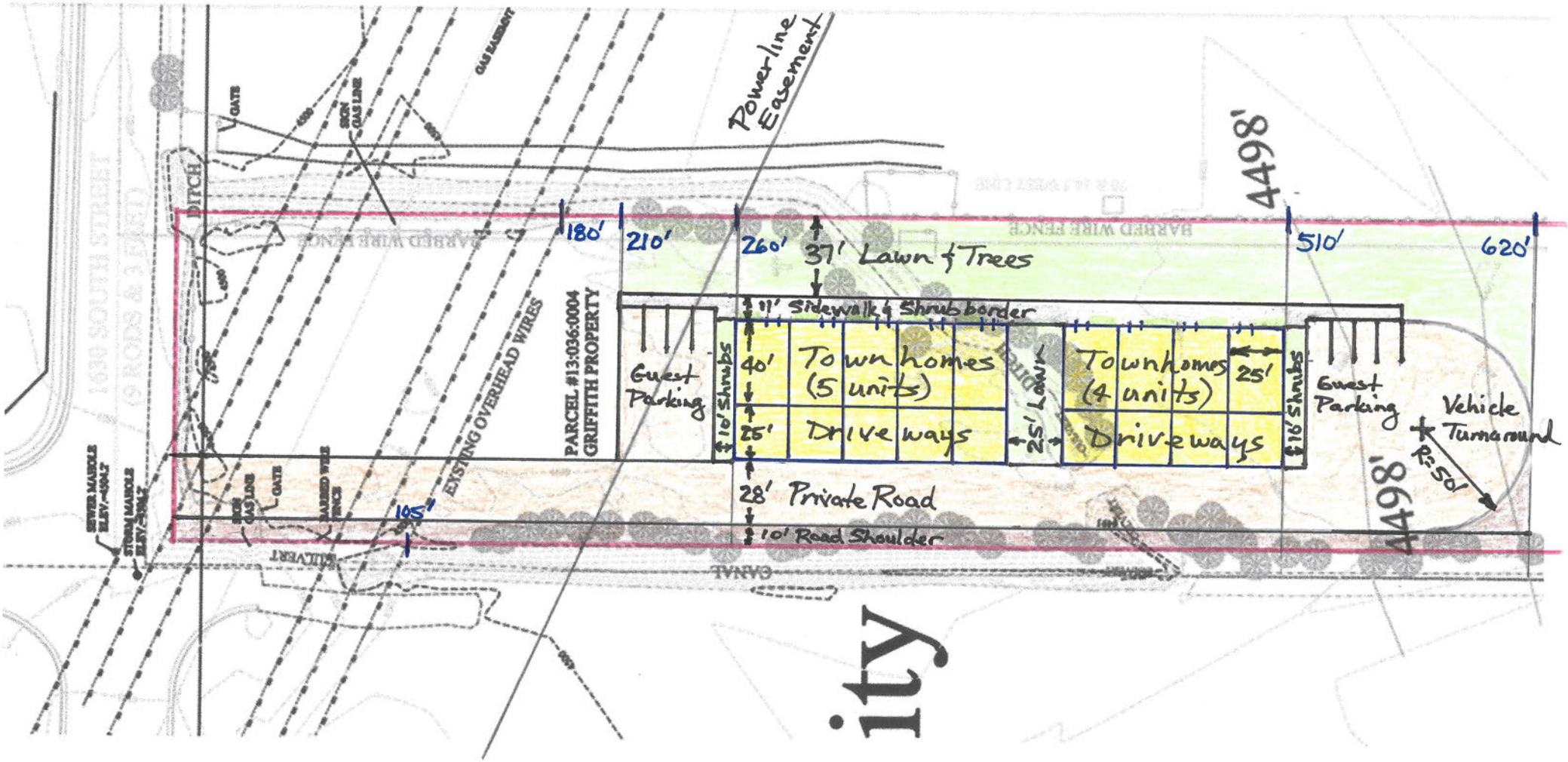
Lehi City – Dragonfly Park
Parcel 55:810:0053

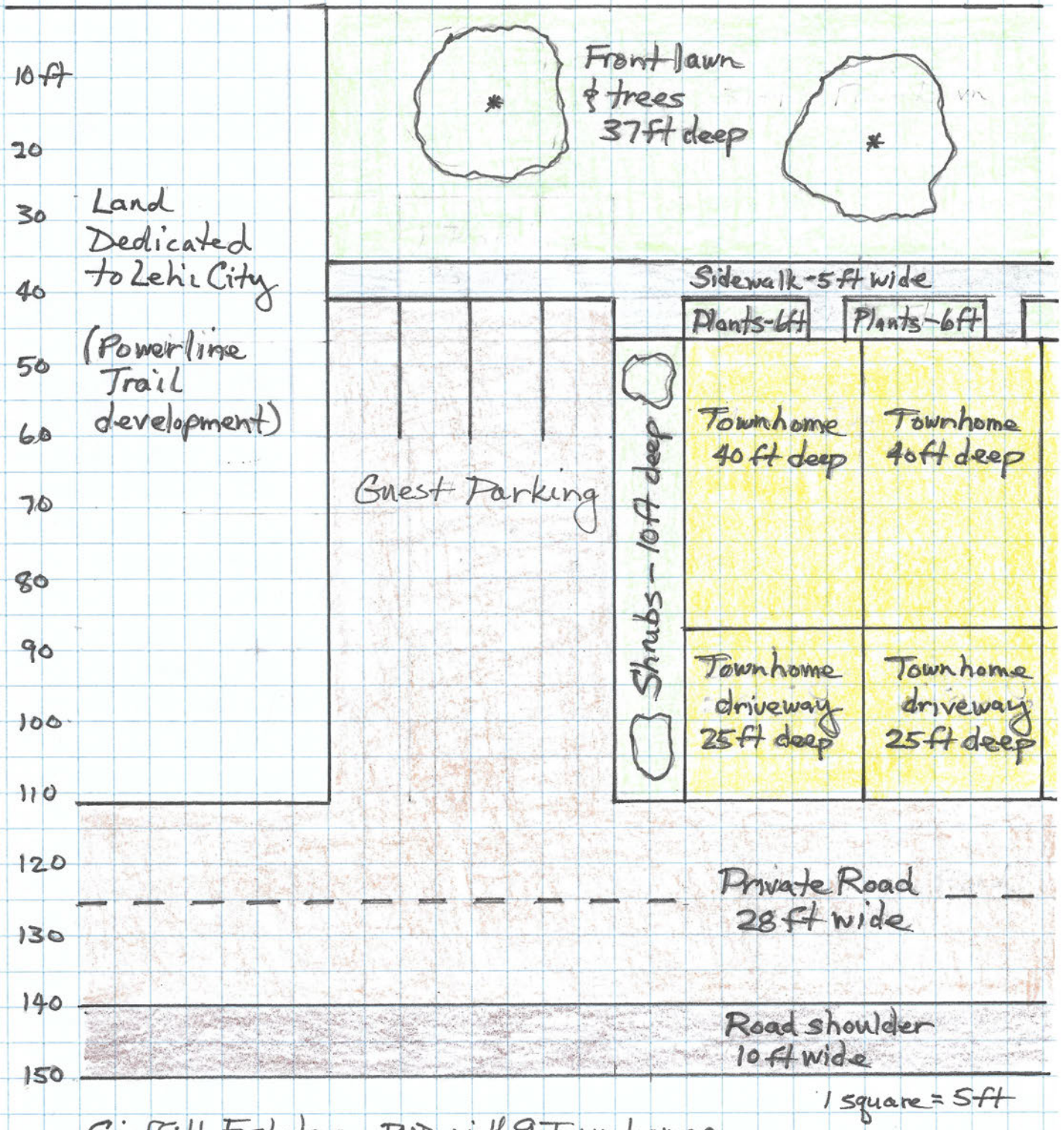
Brent Kolan
Parcel 13:036:0014

Triple B Investment Group LLC
Parcel 13:036:0017

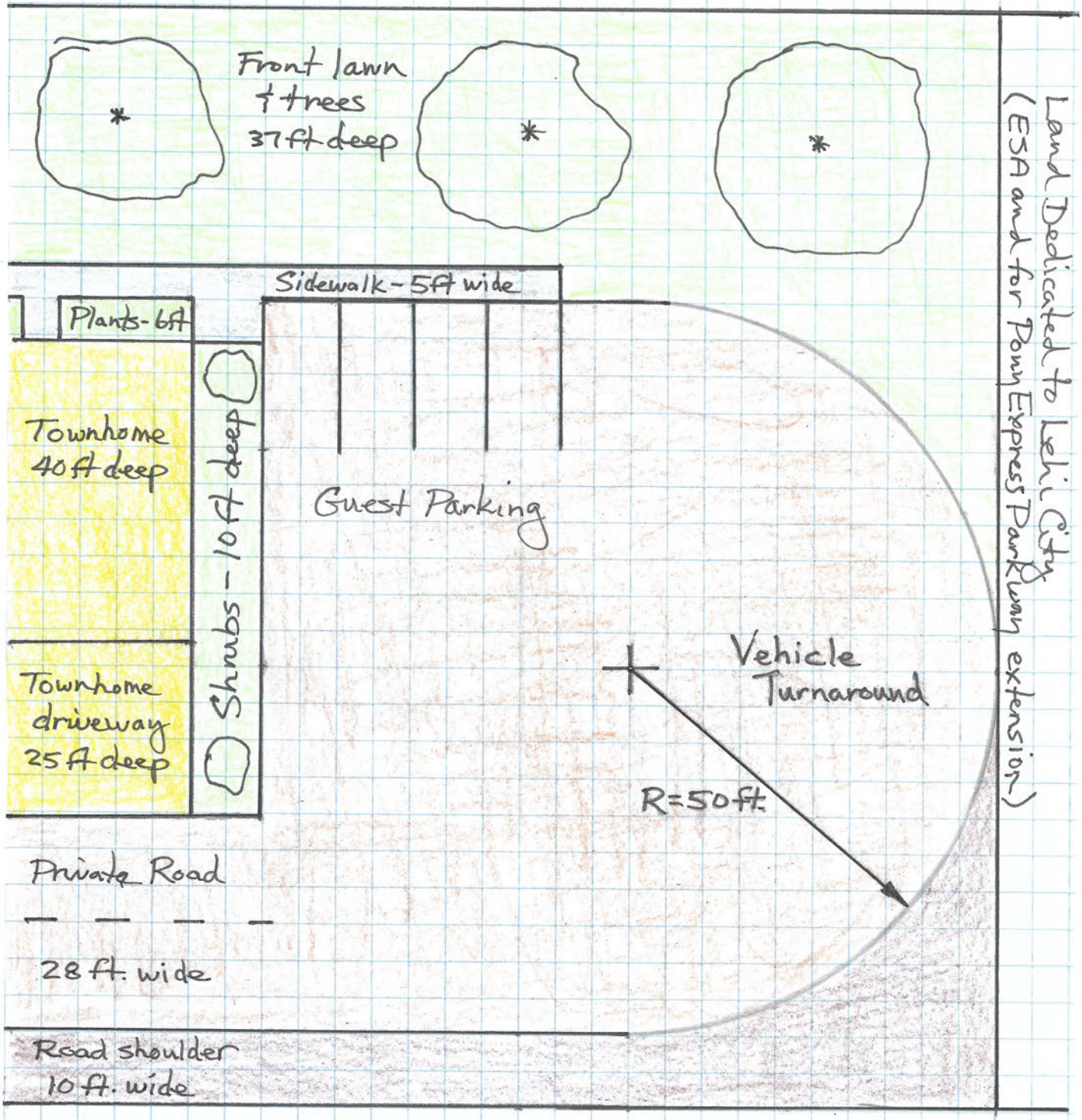


Griffith Estates – PUD with 9 Townhomes
Banyan Investments





Griffith Estates - PUD with 9 Townhomes
Concept Plan - North Side Section
Banyan Investments



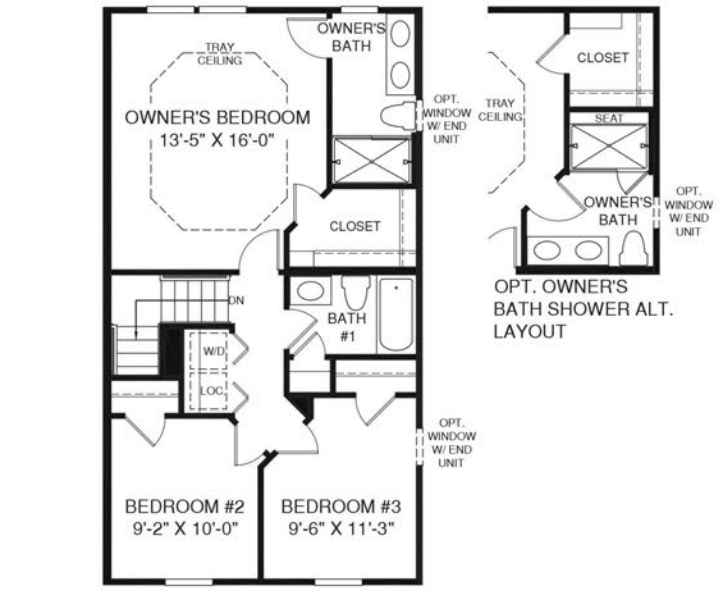
Griffith Estates - PUD with 9 Townhomes
Concept Plan - ~~X~~ South Side Section
Banyan Investments

1 Square = 5 ft.

MOZART



LOWER LEVEL ENTRY WITH REAR GARAGE



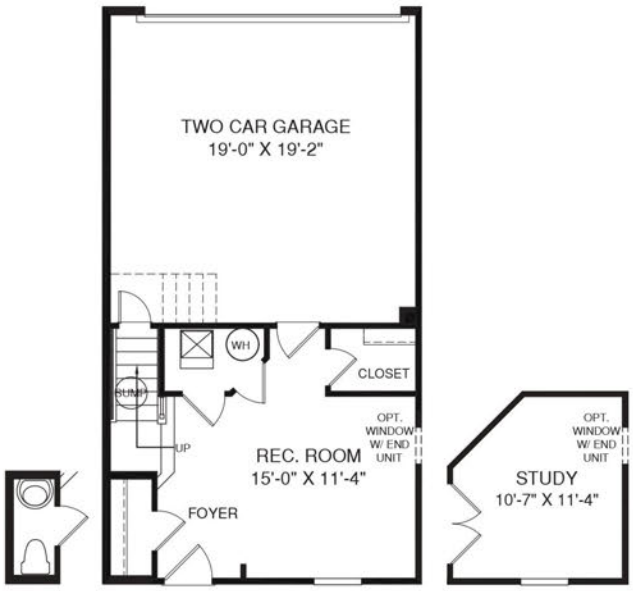
UPPER LEVEL

OPT. OWNER'S BATH SHOWER ALT. LAYOUT



OPT. POWDER ROOM

MAIN LEVEL

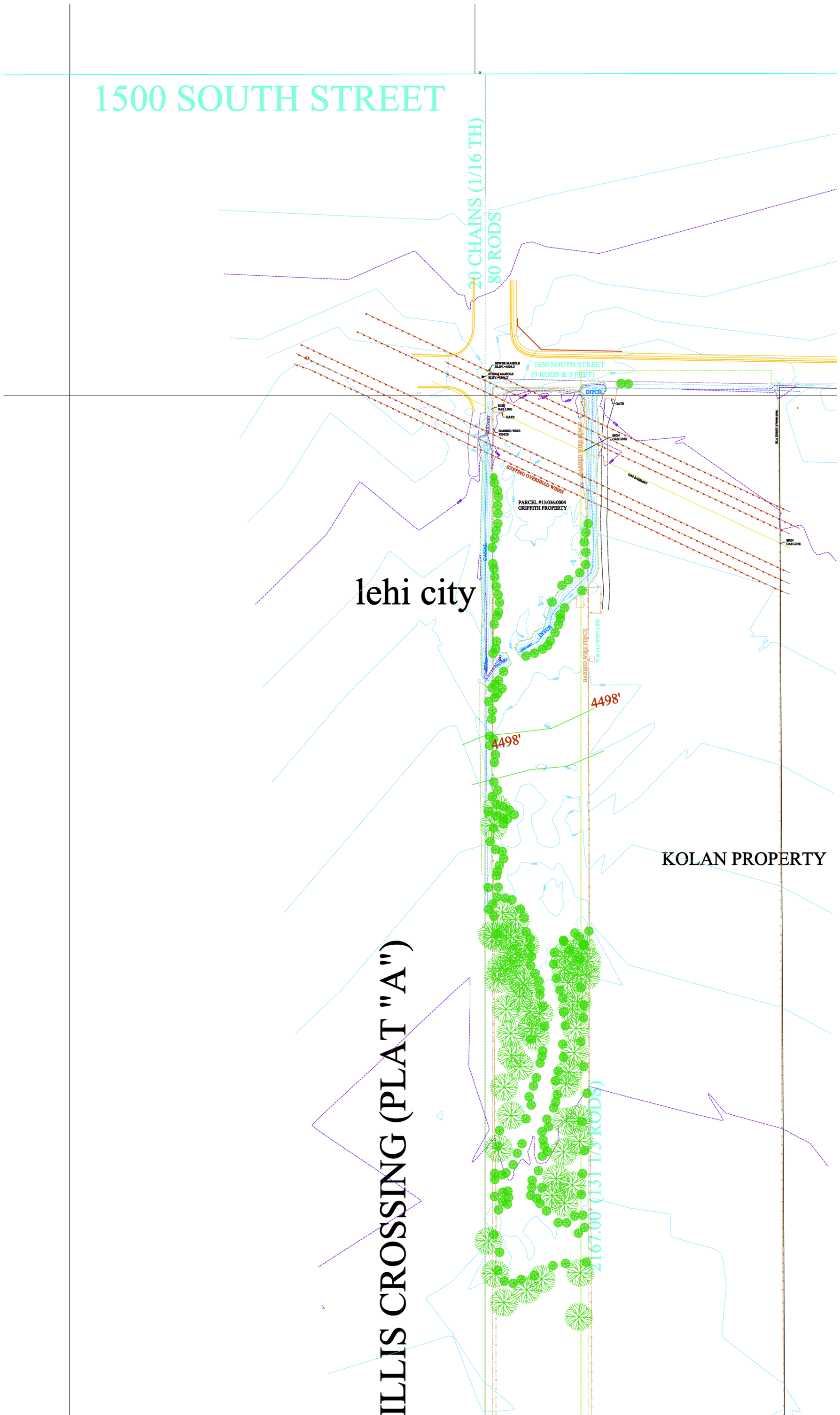


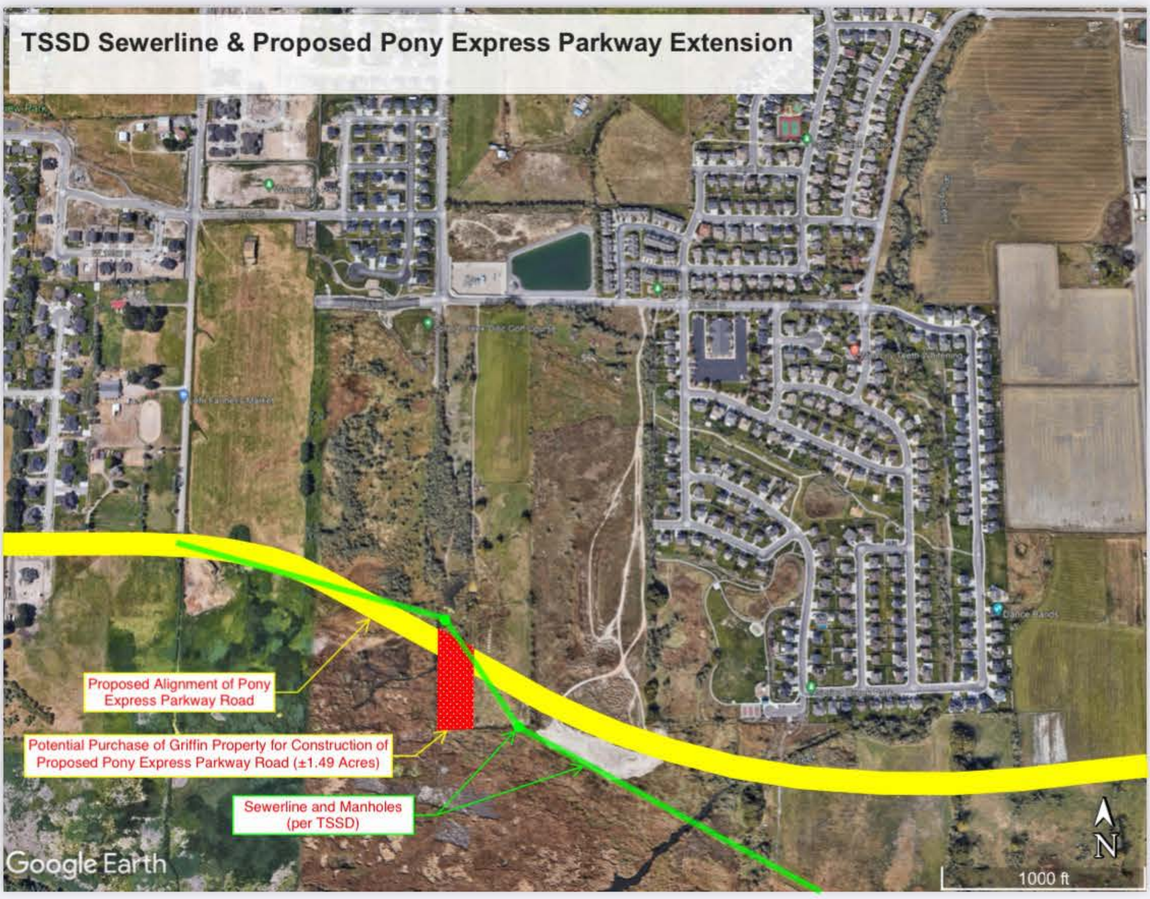
OPT. POWDER ROOM

LOWER LEVEL

OPT. STUDY

Although all illustrations and specifications are believed correct at the time of publication, the right is reserved to make changes, without notice or obligation. Windows, doors, ceilings, and room sizes may vary depending on the options and elevations selected. Optional items indicated are available at additional cost. This brochure is for illustrative purposes only and not part of a legal contract. It is recommended that the architectural blueprints be reserved for further clarification of features. Not all features are shown. Please ask our Sales and Marketing Representative for complete information.
Elevations shown are artist's concepts. Floor plans may vary per elevation. Ryan Homes reserves the right to make changes without notice or prior obligation.


1500 SOUTH STREET
20 CHAINS (1/16 TH)
80 RODS
1630 SOUTH STREET
(9 RODS & 3 FEET)
SEWER MAHOLE ELEV.=4504.2'
STORM MAHOLE ELEV.=4504.2'
DITCH
SIGN
GAS LINE
GATE
BARBED WIRE FENCE
EXISTING OVERHEAD WIRES
GAS EASEMENT
PARCEL #13:036:0004
GRIFFITH PROPERTY
lehi city
4498'
4498'
KOLAN PROPERTY
WILLIS CROSSING (PLAT "A")
2167.00' (131 1/3 RODS)
(9 RODS & 3 FEET)
S 89°27'14" W
2631.90'


TSSD Sewerline & Proposed Pony Express Parkway Extension
Proposed Alignment of Pony Express Parkway Road
Potential Purchase of Griffin Property for Construction of Proposed Pony Express Parkway Road (±1.49 Acres)
Sewerline and Manholes (per TSSD)
Google Earth
1000 ft
N

Culinary and Pressurized Irrigation



Yellow - STORM DRAIN

GREEN - SEWER SYSTEM

Agenda Item No: 15

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Katie Bussell
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of a Plat Amendment to the Holbrook Farms Plat I, located at 3701 West 2150 North, subdividing one lot into two.

Suggested Action:

Attachments:

CC Staff Report Holbrook Farms Plat I Subdivision Plat Amendment 06.13.23.docx

Holbrook Farms Plat I Amendment DRC 05.24.23.docx

Holbrook Farms Plat I Amendment plans.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

HOLBROOK FARMS PLAT I PLAT AMENDMENT

CITY COUNCIL REPORT

Applicant	AWA Engineering		
Meeting Date	June 13, 2023		
Requested Action/Purpose	Approval of a proposed plat amendment		
Location	3701 West 2150 North		
Existing General Plan Designation	Commercial		
Existing Zoning	PC – Planned Community		
Existing Land Use	Vacant		
Number of Lots/Units	2 lots		
Adjacent Zoning and Land Use	*North*	Commercial	Future medical offices
	South	Commercial	Future Mountain View Corridor expansion
	East	Commercial	Quick-Quack car wash
	West	Commercial	McDonald's
Date of DRC Review	May 24, 2023		
Assigned Planner	Katie Bussell		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.340. Vacating, Altering, or Amending a Recorded Subdivision Plat. (Amended 07/10/12)
The City Council may consider, after Reviewing Departments review, any proposed vacation, alteration, or amendment of a subdivision plat, any portion of a subdivision plat, or any road or lot, contained in a subdivision plat.

A. A fee owner of land, as shown on the last county assessment roll, in a subdivision that has been laid out and platted as provided in this part may file an application to have some or all of the plat vacated or amended.
B. The City Council shall hold a public hearing within forty-five (45) days after the day on which the application is filed if:

1. Any owner within the plat notifies the City of the owner's objection in writing within ten (10) days of mailed notification; or

2. A public hearing is required because all of the owners in the subdivision have not signed the revised plat.

C. The public hearing requirement of Subsection B does not apply and the City Council may consider at a public meeting an owner's request to vacate or amend a subdivision plat if the application seeks to:

1. Join two or more of the applicant fee owner's contiguous lots;

2. Subdivide one or more of the applying fee owner's lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;

3. Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join in the application, regardless of whether the lots or parcels are located in the same subdivision;

4. On a lot owned by the applying fee owner, adjust an internal lot restriction imposed by the City; or

5. Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not:
   a. owned by the applicant; or
   b. designated as a common area

D. Each request to vacate or amend a plat that contains a request to vacate or amend a public street, right-of-way, or easement is also subject to the State Code requirements for vacation of a public right-of-way.

E. Each request to vacate or amend an entire plat or a portion of a plat shall include:

1. The name and address of each owner of record of the land contained in the entire plat or on that portion of the plat described in the application; and

2. The signature of each owner described in Subsection (E)(1) who consents to the application.

Section 11.350. Plat Amendment Approval Process and Recordation. (Amended 07/10/12)

A. Following a review by the Reviewing Departments, the City Council may approve the vacation or amendment of a plat by signing an amended plat showing the vacation or amendment if the Council finds that:

1. There is good cause for the vacation or amendment; and

2. No public street, right-of-way, or easement has been vacated or amended.

B. The City Council shall ensure that the amended plat showing the vacation or amendment is recorded in the office of the County Recorder.

C. An amended plat may not be submitted to the County Recorder for recording unless it is signed, acknowledged, and dedicated by each owner of record of the portion of the plat that is amended.

PROPERTY HISTORY

June 14, 2021	The property was recorded as part of Holbrook Farms Plat I Subdivision.
November 10, 2022	A Reciprocal Easement Agreement was recorded with the McDonald's directly east of the parcel for cross-access.

REPORT ANALYSIS

The applicant is requesting approval of a plat amendment to Holbrook Farms Plat I. This plat amendment is being proposed to divide Lot 9105 into two lots- Lot 1 and Lot 2. The proposed change would make Lot 1 30,789 square feet and Lot 2 33,135 square feet. This parcel is part of the Holbrook Farms Area Plan, and it falls under their Commercial zone. The Holbrook Farms Area Plan does not have a minimum lot size requirement for Commercial zones, nor does it specify any minimum requirement for lot frontage. A reciprocal access agreement between the two lots and the adjacent lots will be required to provide better connectivity between the parcels. The applicant has been made aware of this requirement through the DRC.

The DRC had four comments, including:
1. Add a note to provide reciprocal cross access between Lot 1 and 2 and adjacent lots

Please consider all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed plat amendment. Any motion should include findings. Possible findings include:

1. The proposed subdivision meets/does not meet the requirements of the Holbrook Farms Area Plan.
2. The proposed subdivision meets/does not meet the requirements of the Development Code.
3. Other findings based upon information presented at the public meeting.

Holbrook Farms Plat I Amendment
DRC Redline Comments

AWA- requests review of a Plat Amendment for Holbrook Farms Plat I located at approximately 3701 West 2150 North, subdividing one lot into two.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Matt Meier, Kim Struthers, Gary Smith, Ross Dinsdale, James Farnsworth, Luke Seegmiller
Assigned Planner: Katie Bussell
Representatives of the Applicant Present:
Date of Plans Reviewed: 5/16/23
Time Start: 2:30pm
Time End: 2:36pm

DRC REDLINE COMMENTS:
Glade – Power:
1. Show PUE in correct location along back of walk at the private road. (See Lehi Power Standards. https://www.lehi-ut.gov/departments/power/specifications/).

Garion – Fire: No comments
Ryan – Water/Sewer: No comments
James – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering:
2. Add a note to provide reciprocal cross access between Lot 1 and 2 and adjacent lots.

Luke- Traffic: No comments
Kim – Planning:
3. You can remove the City Council chair signature block, we have the mayor sign in behalf of the City Council
4. Can remove this signature line as well for the City Attorney

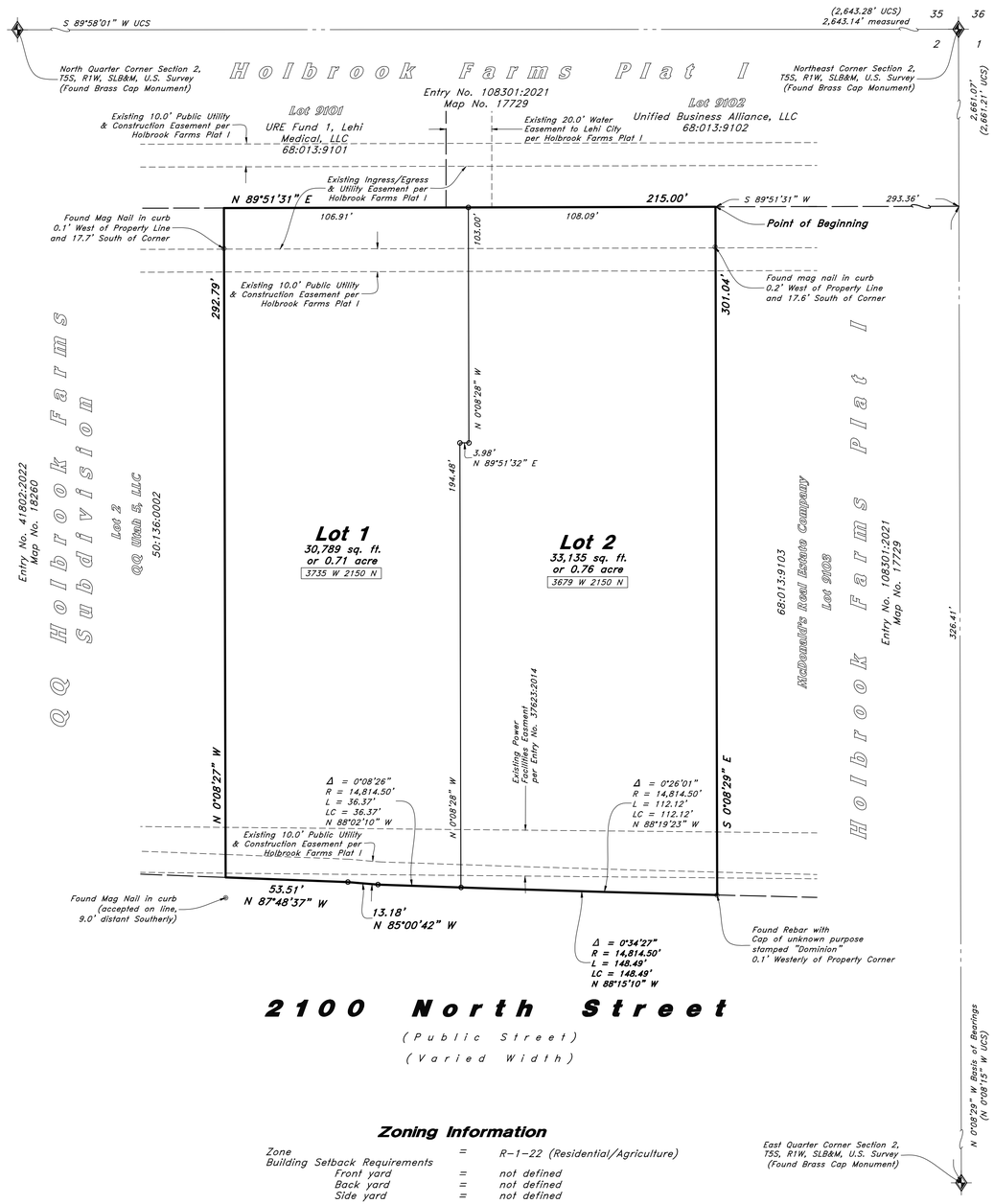
THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON JUNE 13th

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.

22-144sub

Holbrook Farms Plat I, Amended

A Commercial Subdivision Amending Lot 9104 of Holbrook Farms Plat I
A part of the Northeast Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Lehi City, Utah County, Utah
2023



Zoning Information

Zone	=	R-1-22 (Residential/Agriculture)
Building Setback Requirements		
Front yard	=	not defined
Back yard	=	not defined
Side yard	=	not defined
Height Restrictions	=	not defined

AWA
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Owner/Developer

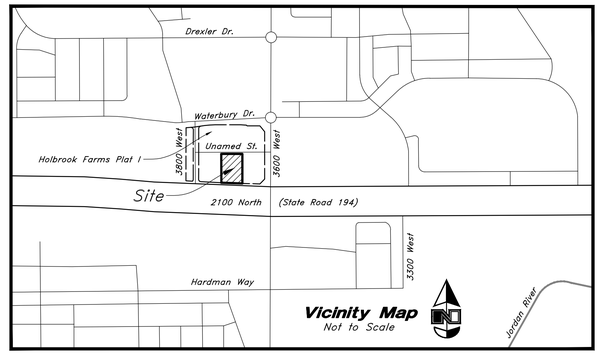
Lehi 194 Retail, LLC
1105 East 900 South, Suite 100
Salt Lake City, Utah 84105

Legend

- Property Line
- Easement Line
- Adjoiner Line
- Section Corner
- Found Rebar with Plastic Cap or Mag Nail
- Set 5/8" rebar with plastic cap or nail with Brass Tag stamped 'AWA'

Scale: 1" = 30'

30' 0 30' 60'



Vicinity Map
Not to Scale

Narrative

This Subdivision Plat was requested by Lowe Property Group for the purpose of amending Lot 9104 of Holbrook Farms Plat I into two commercial lots.

This Survey retraces and honors the previous underlying 2021 Holbrook Farms Plat I Commercial Subdivision by Focus Engineering and the adjacent 2022 QQ Holbrook Farms Plat by Elevate Engineering.

A line between monuments found for the East Quarter Corner and the Northeast Corner of Section 2 was assigned the VRS bearing of North 0°08'29" West as the Basis of Bearings to place the Survey on the NAD 1983 Utah Central Zone State Plane Datum. The Surveyor was able to verify the Utah County Survey bearing along the North line of Section 2, but has been unable to match the East line thereof as measured with VRS methods on said datum. The plats of record have been rotated to the measured Section Line between two found Brass Cap Monuments. Record Subdivision bearings must be rotated 0°00'14" counterclockwise in order to match said datum.

Property corners will be set or honored as shown hereon.

Subdivision Notes

This area is subject to the normal every day sounds, odors, sites, equipment, facilities and any other aspects associated with agricultural lifestyle. Future residents should also recognize the risks inherent with livestock.

A 10.00 foot Public Utility and Roadway Construction Easement has been provided along all street frontages. See recorded Holbrook Farms Subdivision Plat I.

Holbrook Farms Subdivision Plat I is located in Land Use Area No. 13 (Commercial Office) of the Holbrook Farms Area Plan.

Easement in favor of Lots 9101-9103 of Holbrook Farms Subdivision Plat I, Lots 1 and 2 of QQ Holbrook Farms Subdivision and Lots 1 and 2 of this Subdivision to be used as an Ingress/Egress and Utility Easement in favor of Lehi City for Sewer, Water and Storm Drain.

Trail and bike ramp improvements will be constructed at the time of site plan improvements for individual lots, including all Right-of-Way dedications.

Existing Agreements

Ordinance No. 36-2018 Approving and Adopting the Holbrook Farms (Turpin) Area Plan Amendment recorded September 25, 2019 as Entry No. 95830:2019 of Official Records.

Declaration of Covenants, Restrictions and Easements recorded June 16, 2021 as Entry No. 109737:2021 of Official Records.

Long-Term Stormwater Management Agreement recorded June 22, 2021 as Entry No. 112055:2021 of Official Records.

Restrictive Covenant recorded June 10, 2022 as Entry No. 69562:2022 of Official Records restricts Lot 9104 of Holbrook Farms Plat I from being occupied as a food service establishment that sells any amount on hamburgers.

Reciprocal Easement Agreement recorded November 10, 2022 as Entry No. 117046:2022 of Official Records defines ingress and egress rights between Lots 9103 and 9104 of Holbrook Farms Plat I.

Tabulations

Total Area:	1.468 acres
Area of Roads:	0.000 acres
Area of Lots:	1.468 acres
Number of Lots:	2
Open Space:	0.000 acres
Units per Acre:	N/A
Lane Miles of Roads:	0.000 miles

Surveyor's Certificate

I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that by authority of the Owners I have completed Utah County Record of Survey No. (to be filed), being a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as Holbrook Farms Plat I, Amended.

Boundary Description

All of Lot 9104 of Holbrook Farms Plat I, recorded June 14, 2021 as Entry No. 108301:2021 and as Map No. 17729 in the Official Records of Utah County, lying within the Northeast Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Lehi City, Utah County, Utah, being described Metes-and-Bounds as follows:

Beginning at the Northwest corner of Lot 9103 of said Subdivision; said point being located 326.41 feet North 0°08'29" West along the Section Line; and 293.36 feet South 89°51'31" West from a Brass Cap Monument found marking the East Quarter Corner of said Section 2; and running thence South 0°08'29" East 301.04 feet along the West line of said Lot 9103 to the Southwest corner thereof on the Northerly line of 2100 North Street; thence along said Northerly line the following 3 courses: Northwesterly along the arc of a 14,814.50 foot radius curve to the right a distance of 148.49 feet (Center bears North 1°27'36" East, Central Angle equals 0°34'27" and Long Chord bears North 88°15'10" West 148.49 feet); North 85°00'42" West 13.18 feet; and North 87°48'37" West 53.51 feet to the Southeast corner of Lot 2 of QQ Holbrook Farms Commercial Subdivision recorded as Entry No. 41802:2022 and as Map No. 18260 in the Official Records of Utah County; thence North 0°08'27" West 292.79 feet along the Easterly line to the Northeast corner of said Lot 2 on the South line of Lot 9101 of said Plat I; thence North 89°51'31" East 215.00 feet to and along the South line of Lots 9101 and 9102 to said Northwest corner of Lot 9103 and the point of beginning.

Contains 63,924 sq. ft.
or 1.47 acres
2 Commercial Lots

PRELIMINARY

PROFESSIONAL LAND SURVEYOR 12966234 David M. Hamilton STATE OF UTAH

Date

David M. Hamilton
Utah PLS No. 12966234

Owner's Dedication

Know all by these presents that I, the undersigned Owner of the above described tract of land, having caused the same to be subdivided into Lots to be hereafter be known as Holbrook Farms Plat I, Amended, do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use.

In witness whereof we have hereunto set our hands this_____, day of _____, A.D. 20____.

Lehi 194 Retail, LLC

by:
its:

Acknowledgment

State of
County of } ss

On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, _____, who being by me duly sworn did say that they are the _____ of _____ and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and they acknowledged to me that said corporation executed the same.

Residing at:_____

Commission Expires:_____

Print Name

A Notary Public

Acceptance by Legislative Body

The City Council of Lehi City, County of Utah, Approves this Subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this _____ day of _____, 20____.

Approved by Mayor

Approved by City Attorney

Approved by City Engineer
(See Seal Below)

Attest by City Recorder
(See Seal Below)

City Council Approval

Approved this_____ day of_____ A.D. 20____
by Lehi City Council.

Chair, Lehi City Council

Planning Commission Approval

Approved this_____ day of_____ A.D. 20____
by the Planning Commission.

Chair, Planning Commission

SURVEYORS SEAL

PROFESSIONAL LAND SURVEYOR 12966234 David M. Hamilton STATE OF UTAH

PRELIMINARY

NOTARY PUBLIC SEAL

CITY ENGINEER SEAL

Holbrook Farms Plat I, Amended

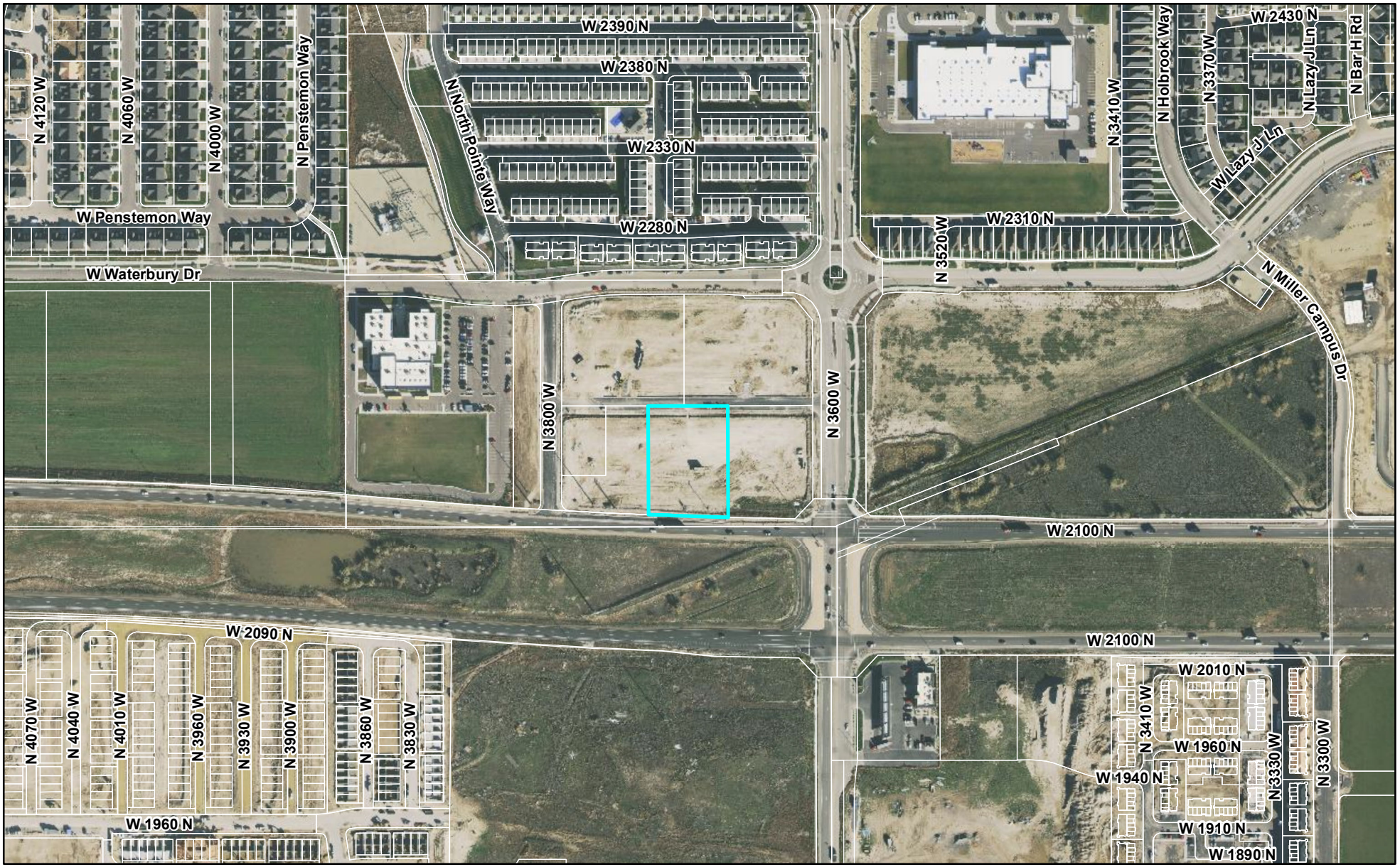
A Commercial Subdivision Amending Lot 9104, Holbrook Farms Subdivision Plat I Located in the Northeast Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Lehi City, Utah County, Utah

DATE:	6 Apr, 2023
SCALE:	1" = 30'
PAGE:	1 of 1
PROJECT:	22-144

RECORDER

Holbrook Farms Plat I Amendment

Aerial Map

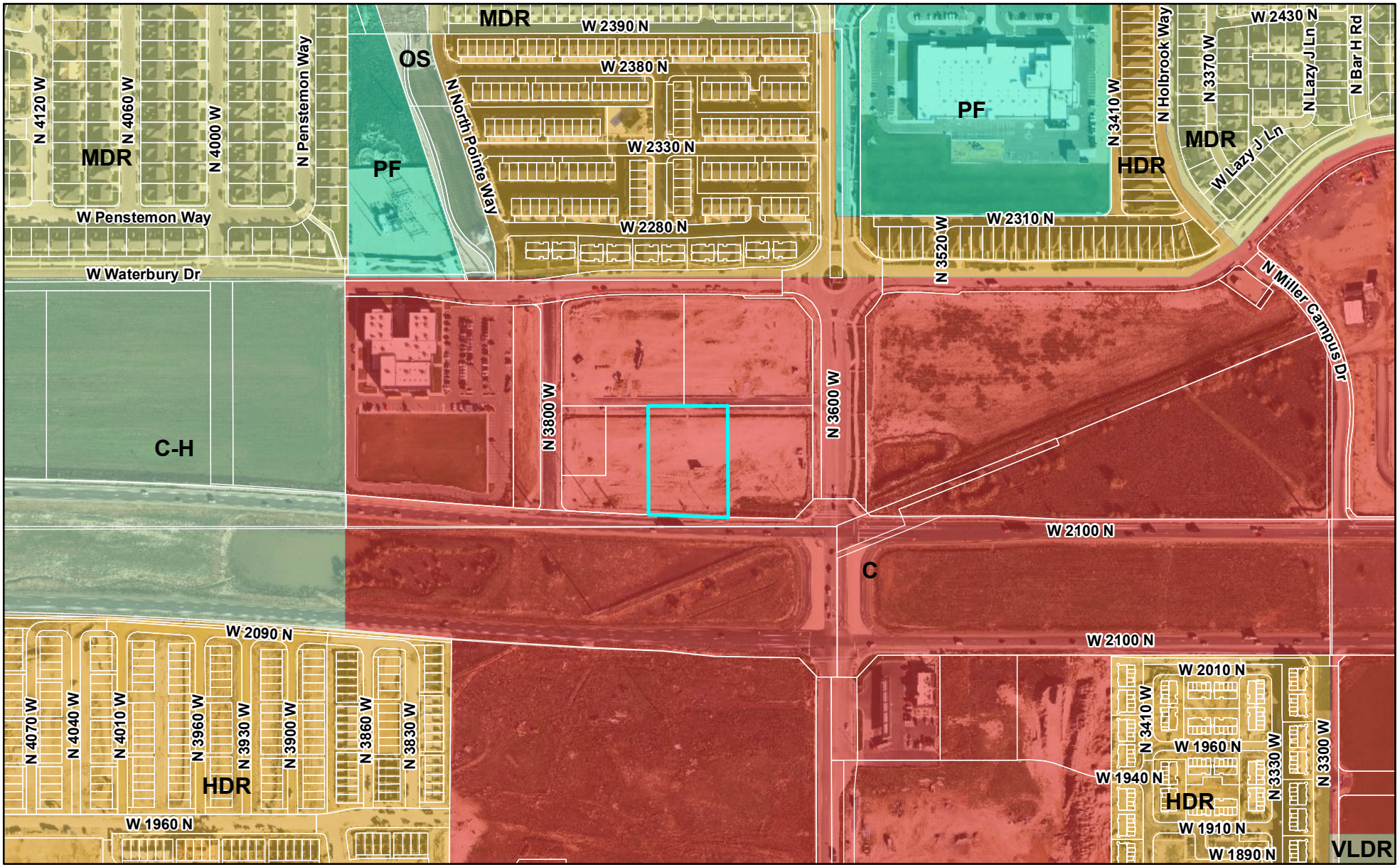


0 440 880 Feet

LEHI CITY

Holbrook Farms Plat I Amendment

General Plan Map

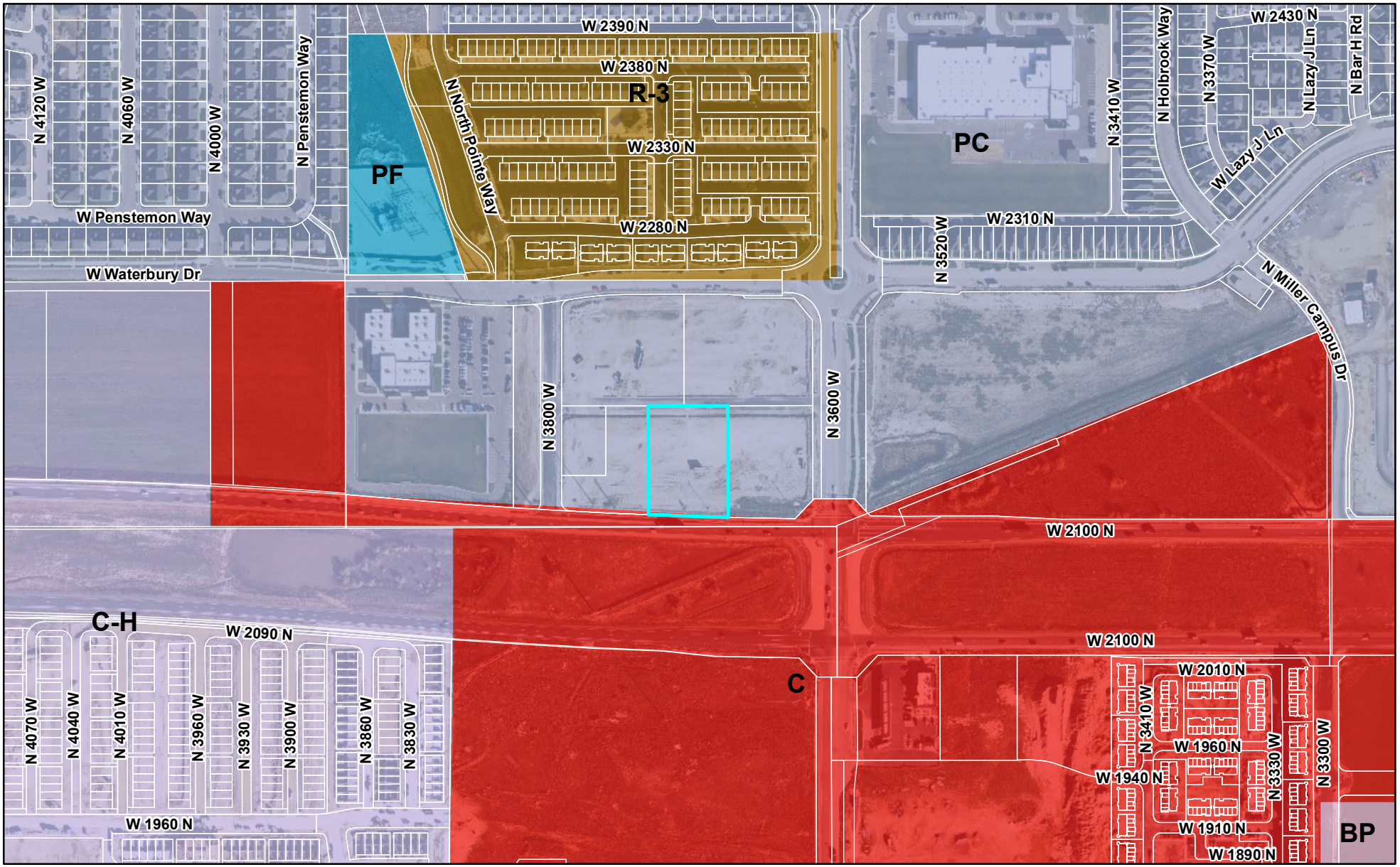


0 440 880 Feet

LEHI CITY

Holbrook Farms Plat I Amendment

Zoning Map



0 440 880 Feet

LEHI CITY

Agenda Item No: 16

City Council Agenda Item Report

Meeting Date: June 13, 2023
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #40-2023 an Amendment to the General Plan Land Use Element, adding language that limits General Plan Amendments to once a year.

Suggested Action:

Attachments:

CC Staff Report Land Use Element General Plan Amendment 06.13.23.docx

General Plan Land Use Element DRC 04.26.23.docx

Ord 40-2023.docx

General Plan Amendment on Amendments to Plan 1x year 04.26.23.pdf

LAND USE ELEMENT GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	June 13, 2023
Requested Action/Purpose	Approval of a proposed general plan amendment
Date of DRC Review	April 26, 2023
Date of Planning Commission Review	May 11, 2023
Assigned Planner	Jacob Curtis

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval
The Planning Commission and City Council 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

Updates to the Plan

If an area that is located outside the scope of the Plan (not shows on the Land Use Map) is proposed to be added to the Plan, either by annexation or municipal boundary adjustment, City staff will propose a land use designation(s) that is consistent with and furthers the goals and policies of this Plan.

REPORT ANALYSIS

The applicant is requests to amend the General Plan Land Use Element, adding language that limits amendments to the plan to once a year.

The proposed amendment includes language that amendments to the Land Use element text and map may only be accepted for consideration during the month of January. The purpose of this is to maintain consistency and predictability. Lehi City

can propose amendments to the General Plan outside the application window if the amendment is in line with the goals and policies of this plan. Any other proposed amendment would require a separate application and will be subject to the once-a-year window.

The DRC had one comment on the proposed General Plan amendment about whether the Development Code needs to be amended as well to specify this General Plan amendment.

Please consider the DRC comments in the motion.

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 May 11, 2023. The minutes and motion from this meeting are as follows:

3.10) Public hearing and recommendation of Lehi City's request for review of an amendment to the General Plan Land Use Element, adding language that limits General Plan Amendments to once a year.
Jacob Curtis presented information on the agenda item.

Commissioner Newall opened and closed the hearing

Motion: Commissioner Bunker moved to recommend approval of **Lehi City's request for review of an amendment to the General Plan Land Use Element, adding language that limits General Plan Amendments to once a year;** including all DRC comments and findings stated in the report and in the "General Plan Amendment application". Commissioner Eyre seconded.

Vote: Commissioner Newall, yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Bunker, yes; Commissioner Carlson, yes. The motion passed unanimously.

Land Use Element General Plan Amendment
DRC Redline Comments

Lehi City – requests review of an amendment to the General Plan Land Use Element, adding language that limits amendments to the plan to once a year.

DRC Members Present: Glade Kirkham, Garion Rowett, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer
Assigned Planner: Kim Struthers
Representatives of the Applicant Present: Kim Struthers
Date of Plans Reviewed: N/A
Time Start: 4;18 pm
Time End: 4:20 pm

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:
1. Will we also need to amend the Development Code to specify this? Do we want those to run concurrently?

THIS ITEM BE SCHEDULED FOR PLANNING COMMISSION ON MAY 11, 2023

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: 40-2023

ORDINANCE UPDATING THE LAND USE ELEMENT OF THE GENERAL PLAN

WHEREAS, on June 13, 2023, following all necessary public hearings, the Lehi City Council adopted an amendment for the Land Use Element of the Lehi City General Plan to limit amendments to the plan to once a year; and

WHEREAS, the Lehi City Planning Commission held a public hearing on May 11, 2023 to review and make a recommendation on the proposed amendment and forwarded their positive recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on June 13, 2023, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan;

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

PART 1:

The Land Use Element is hereby updated.

PART II:

If a provision of this Ordinance 40 -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 13th day of June 2023.

ATTEST

Mark Johnson, Mayor	Teisha Wilson, City Recorder



Planning Commission Meeting, source: Lehi Free Press, February 17, 2021, https://lehifreepress.com/



Final Public Open House, source: Lehi Free Press, September 7, 2021, https://lehifreepress.com/

Proposed new text shown in yellow

UPDATES TO THE PLAN

The City recognizes that this plan may need to be updated from time to time. However, in order to maintain consistency and predictability with the Plan, applications for amendments to this Land Use element text and Map may only be accepted for consideration once a year during the month of January.

Lehi City reserves the right to propose City initiated amendments to the General Plan outside the application window if the amendment is in accordance with the goals and policies of this Plan.

If an area that is located outside the scope of this Plan (not shown on the Land Use Map) is proposed to be added to the Plan, either by annexation or municipal boundary adjustment, City staff will propose a land use designation(s) that is consistent with and furthers the goals and policies of this Plan. Any other proposed Land Use designation by the applicant would require a separate application for an amendment, and will be subject to the once a year application window.

INTERPRETATION OF LAND USE MAP

It should be noted that the Land Use Map is based on a "broad brush" approach in that, unlike the City's Planning Zone Map; it does not precisely locate every land use to an individual parcel level. The Land Use map shows general locations of land use activities, facilities, and physical characteristics, but emphasis should also be given to the written policies for land use decision-making. The Zoning Administrator shall be responsible for general interpretation of the Land Use Map. The Zoning Administrator may, at his/her discretion, forward any interpretation issue of the Land Use Map to the Planning Commission for their review and interpretation. If a conflict occurs between the Land Use Map and adopted policies, the written policies are the controlling factors in decision-making.