Lehi City Council Meeting
Agenda
August 9, 2022

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

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Truth in Taxation update.

   2.2. Discussion of green waste collection termination.

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

4. Administrative Report

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

6. Consideration of Adjourning into a Closed Session to discuss the purchase, exchange, or lease of real property.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

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

3. Consent Agenda

   3.1. Approve Minutes from the July 26, 2022 City Council Meeting.
   072622CC.pdf

3.2. Approve Purchase Orders
PO Index.pdf
po #7249.pdf
Mountainland PO.pdf

3.3. Approve Surplus Items
Fleet surplus.docx

Regular Agenda

4. Consideration of Resolution #2022-67, authorizing the Red Mesa Tapaha Project amended and restated transaction schedule under the Power Supply Agreement with Utah Associated Municipal Power Systems (UAMPS).
Petitioner: Lehi City
Res 2022-67.pdf
Red Mesa Solar Transaction Schedule-Lehi__Amended.pdf

5. Consideration of Resolution #2022-69, approving an agreement with Blu Line Designs for the design of Family Park.
Petitioner: Lehi City
Res 2022-69.docx
Agreement-Design Services for Family Park (blu line designs).docx

6. Consideration of Resolution #2022-68, approving a second amended Interlocal Cooperation Agreement between Utah County and Lehi City for the SS Crossroads Blvd/Lehi Main Street Project.
Petitioner: Lehi City
Res 2022-68.docx
Lehi Main Street 2nd Amendment to Agreement 2017-526 (BDS Edits 7.28.2022).docx

7. Consideration of Preliminary subdivision approval for the Lehi Medical Phase 2, an 8-lot residential development located at 1090 West 3300 North.
Petitioner: Fort Street Partners
CC Staff Report Lehi Medical Phase 2 Preliminary 08.09.22.docx
Lehi Medical Phase 2 Preliminary DRC 06.01.22.docx
Lehi Medical Phase 2 Preliminary Subdivision plans.pdf
Aerial Map.pdf
General Plan Map.pdf
Zoning Map.pdf

8. Consideration of Ordinance #40-2022, a Development Code Amendment to Chapter 28, Resort Community Zone, amending the percentages of resort, residential, and commercial uses with the zone.
Petitioner: Thanksgiving Station LLC

CC Staff Report Chapter 28 Development Code Amendment 08.09.22.docx
Amendment to Chapter 28- Thanksgiving Station LLC DRC 07.06.22.docx
Ord 40-2022.docx
Ch 28 Resort Community - 2022 Development Code Amendment - 6.29.22 FINAL REDLINES.pdf
Chapter 28 Development Code Amendment - narrative.pdf
Chapter 28 Development Code Amendment - acreage breakdown.pdf

9. Consideration of amending the setback table on the Gardner Point Phase 5, 6, and 7 Plats, to match the setbacks in the Exchange Subdivision.
   Petitioner: Edge Homes
   CC Staff Report Gardner Point Phase 5, 6, and 7 Revisions 08.09.22.docx
   Gardner Point Plat Revisions DRC 07.20.22.docx
   Gardner Point Phase 5, 6, & 7 Revisions - 07.20.22 - narrative, plans.pdf
   Gardner Point Phase 5, 6, & 7 Revisions maps - general plan.pdf
   Gardner Point Phase 5, 6, & 7 Revisions maps - zone.pdf
   Gardner Point Phase 5, 6, & 7 Revisions maps - aerial.pdf

10. Consideration of Ordinance #39-2022, a Development Code Amendment to Chapter 3 Administration and to Figure 7 changing the Public Hearing requirements for Concept Plans.
    Petitioner: Lehi City
    CC Staff Report Chapter 3 Dev Code Amendment 08.09.22.docx
    Chapter 3 Administration- Concept Plans and Public Hearings DRC 06.15.22.docx
    Ord 39-2022.docx
    Ch03Administration- concept plan public hearing revisions.pdf

11. Consideration of Resolution #2022-70, appointing a new Board Member to the Lehi City Historic Preservation Commission.
    Res 2022-70.docx

12. Consideration of Resolution #2022-71, demanding that the owner of Cemetery Lot #293 file with the City Recorder a Notice of Claim to the lot.
    Petitioner: Lehi City
    Res 2022-71.docx

13. Adjournment

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

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Truth in Taxation update.

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Discussion of green waste collection termination.

Suggested Action:

Attachments:

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Minutes from the July 26, 2022 City Council Meeting.

Suggested Action:

Attachments:

072622CC.pdf

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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **July 26, 2022,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

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

Excused: Chris Condie, Council Member

Others Present: Cameron Boyle, Assistant City Administrator; Beau Thomas, Deputy City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Planning Director; Dean Lundell, Finance Director; Chief Jeremy Craft, Fire Department; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 5:30 p.m.

1. Welcome and Opening Comment

Mayor Johnson welcomed everyone and noted that all Councilmembers were present except for Councilor Codie. Councilor Koivisto joined electronically. Councilor Southwick gave the opening comment.

2. Presentations and Reports

2.1 Olympic Park Neighborhood Trees Discussion.

Jessica Smith, City Arborist, and BJ Benson, Streets Manager, stated that there are concerns with tree roots lifting sidewalks in the Olympic Park neighborhood. It's creating a liability, so they presented some options to the Council. Mr. Benson stated that many of the residents they spoke with want the trees to be removed. The Council reached consensus to move forward with the 2nd option which would be to remove all the trees and offer a tree reimbursement certificate to residents. They would also begin making repairs to the concrete.

2.2 Lehi City Bike and Pedestrian Plan Mapping Facility

Kim Struthers and Mike West gave an update on the plan. They asked the Council to participate in an exercise to help identify some needed connections and offer suggestions.

2.3 Update and Discussion of the Thanksgiving Point Transit Oriented Development Project.

Jonathan Bankhead gave an update on the project. He reported that they are working through the process of an amendment to the development code. He said that they plan to submit smaller sections of the Area Plan so they can work through the approvals on a smaller scale.

3. Agenda Questions

DRAFT

None.

4. Administrative Report
None.

5. Mayor and Council Reports
The Council gave a report on their assigned committees.

The meeting recessed at approximately 6:40 p.m.
The meeting resumed at approximately 7:00 p.m.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
Mayor Johnson welcomed everyone and noted that all Councilmembers were present, except for Council Condie who is excused. Councilor Koivisto joined virtually. Councilor Southwick led the Pledge of Allegiance.

2. 20 Minute Citizen Input
Craig Thorn, Commander of the Timpanogos Honor Guard, stated that they are hosting a dinner to recognize an outstanding Police Officer and Firefighter in the community and asked that Lehi select 2 individuals to represent them.

3. Consent Agenda
3.1) Approve Minutes from the July 12, 2022 City Council Meeting.

Motion: Councilor Southwick moved to approve the consent agenda items. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

4. Fee Schedule Amendment for Recreation Fees
Dan Harrison, Recreation Manager, stated that they are proposing to raise most fees due to raising costs but mostly the need for increased wages to address staff shortages. There was discussion about increasing the non-resident rates. Mr. Harrison stated that they could look at doing that next year. He noted that they are very aggressive with those rates already.

a. Public Hearing
There were no comments

b. Consideration of Resolution #2022-65, amending the Lehi City Consolidated Fee Schedule for Recreation Fees.

Motion: Councilor Southwick moved to approve Resolution #2022-65, amending the Lehi City Consolidated Fee Schedule for Recreation Fees. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

5. **Consideration of Final subdivision approval for the Hidden Canyon Phase D Plat 6, a 36 single family lot development located at approximately 5900 North Canyon Rim Road.**

This item was pulled from the Agenda.

6. **Consideration of Final subdivision approval for the Hidden Canyon Phase D Plat 5, a 19 single family lot development located in the Central Canyon of Traverse Mountain.**

This item was pulled from the Agenda.

7. **Consideration of Final subdivision approval of the Whisper Hollow Estates, a 20-lot residential development located at approximately 1700 West 1500 North.**
CTR was the applicant.

Motion: Councilor Southwick moved to grant Final subdivision approval of the Whisper Hollow Estates, a 20-lot residential development located at approximately 1700 West 1500 North; including any Development Review Committee and Planning Commission comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

8. **Consideration of Resolution #2022-63, a Resolution of Intent to Annex the Andersen Property No 1., approximately 1.25-acres located at 8282 North 8730 West (Approximately 530 South 1100 West) with R-1-12 zoning.**
Heather Anderson was representing the applicant.

Motion: Councilor Albrecht moved to approve Resolution #2022-63, a Resolution of Intent to Annex the Andersen Property No 1., approximately 1.25-acres located at 8282 North 8730 West (Approximately 530 South 1100 West) with R-1-12 zoning; including any Development Review Committee and Planning Commission comments. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

9. Consideration of Resolution #2022-64, a Resolution of Intent to Annex the BCP property, approximately 14.67-acres located at approximately 1450 South 1300 West with TH-5 zoning.

Trane Engineering was the applicant.

Motion: Councilor Albrecht moved to approve Resolution #2022-64, a Resolution of Intent to Annex the BCP property, approximately 14.67-acres located at approximately 1450 South 1300 West with TH-5 zoning; including any Development Review Committee and Planning Commission comments. Councilor Southwick seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

10. Consideration of Resolution #2022-66, approving agreements between Lehi City and CentraCom, Zayo, and AT&T for the relocation of buried telecommunications facilities.

Lorin Powell stated that these agreements are for the Loop Road construction.

Motion: Councilor Southwick moved to approve Resolution #2022-66, approving agreements between Lehi City and CentraCom, Zayo, and AT&T for the relocation of buried telecommunications facilities; including any Development Review Committee and Planning Commission comments. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

11. Consideration of Adjourning into a Closed Session to discuss the purchase, exchange, or lease of real property.

Motion: Councilor Hancock moved to Adjourn into a Closed Session to discuss the purchase, exchange, or lease of real property. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Councilor Condie, Absent; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed with 4 in favor and 1 absent.

DRAFT

The meeting adjourned into a Closed Session at approximately 7:38 p.m.
The meeting resumed at approximately 8:04 p.m.

12. Adjournment

With no further business to come before the City Council at this time, Councilor Hancock moved to adjourn the meeting. Councilor Albrecht seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 8:05 p.m.

Approved: August 9, 2022 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 3.2

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO Index.pdf

po #7249.pdf

Mountainland PO.pdf

LEHI CITY
CITY COUNCIL AGENDA
August 9, 2022

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Amt (before PO)
Stuart C. Irby Co	Power Dept okonite primary wire	$491,650.00	Inventory
Mountainland	PI metering project	$5,000,000.00	

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

7249

590589

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

DALLAS TX 75284

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

DEPARTMENT:

PURCHASE ORDER DATE: 07/27/2022

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	OKONITE PRIMARY WIRE FOR PROJECTS UNDERWAY IN CITY	491,650.00	491,650.00	53-1415

TOTAL 491,650.00

Authorized By:

Department Head

City Council Approval Date *

Jason Walker

Mayor or City Administrator

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

Lehi City Purchase Requisition Request

Supplier	**Name**	STUART C. IRBY CO.		**Vender #**	
	Street	PO BOX 843959		**Date**	**7/26/2022**
	City	DALLAS	**State**	TX	
	Zip	75284	**Phone**	801-724-3000	

Dean Lundell

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

Quanity	Unit	Materials and Description	Price	Total
35,000'		OKON 163-23-3072 1/0 15KV AL 19	$4.10	$143,500.00
		STR EPR 220 MIL F/S 16X#14 FULL NEUTRAL		
25,000'		OKON 163-23-3081 4/0 STR ALUM15K EPR	$4.15	$103,750.00
		CABLE 220 MIL 11X#14 NEUTRAL		
20,800'		OKON 160-23-9590 15KV OKOGUARD	$11.75	$244,400.00
		URO-J 1100MCM 220 MIL 133%		
				$491,650.00

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

LEHI CITY
POWER DEPARTMENT

7/26/2022

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

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

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

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

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

Sincerely,

Joel Eves
Lehi City Corporation
Power Department Director

Quotation

irby
A Sonepar Company

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

QUOTE DATE	ORDER NUMBER
07/21/22	S013107410

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

PAGE NO. 1

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

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

ORDERED BY: KENNY

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
222013	1100 OKONITE		Gregory J McPhie

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Joseph C Rho		07/21/22	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt
			********* Shipping Instructions *********		
			* KENNY 385-201-2612 OFC	*	
			* 801-655-3042 MBL	*	
			* CLAY 801-900-0420	*	
			**********	*********	
20800FT		1	*OKON 160-23-9590 15KV OKOGUARD URO-J 1100MCM 220MIL 133% INSUL	11750.000M	244400.00

*** This is a quotation ***

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

Subtotal	244400.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	244400.00

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

** Reprint ** Reprint ** Reprint **

Quotation

irby
A Sonepar Company

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

QUOTE DATE	ORDER NUMBER
07/21/22	S013107364

REMIT TO:	PAGE NO.
STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	1

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

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

ORDERED BY: KENNY

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

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Joseph C Rho		07/21/22	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt
			********* Shipping Instructions *********		
			* KENNY 385-201-2612 OFC	*	
			* 801-655-3042 MBL	*	
			* CLAY 801-900-0420	*	
			**********	*********	
35000EA		1	*OKON 163-23-3072 1/0 15KV AL 19 STR EPR 220MIL F/S 16X#14 FULL NEUTRAL 2500FT RL	4100.000M	143500.00

*** This is a quotation ***

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

Subtotal	143500.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	143500.00

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

** Reprint ** Reprint ** Reprint **

Quotation

irby
A Sonepar Company

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

QUOTE DATE	ORDER NUMBER
07/21/22	S013107411

REMIT TO:	PAGE NO.
STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	1

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

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

ORDERED BY: KENNY

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

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Joseph C Rho		07/21/22	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt
			********* Shipping Instructions *********		
			* KENNY 385-201-2612 OFC	*	
			* 801-655-3042 MBL	*	
			* CLAY 801-900-0420	*	
			**********	*********	
25000FT		1	*OKON 162-23-3081 4/0 STR ALUM 15K EPR CABLE 220 MIL 11X#14 NEUTRAL	4150.000M	103750.00

*** This is a quotation ***

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

Subtotal	103750.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	103750.00

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

** Reprint ** Reprint ** Reprint **

LEHI CITY PURCHASE REQUISITION REQUEST

Dean Lundell

Supplier

Name Mountainland Supply Company
Street PO Box 127
City Orem **State** Utah
Zip 84059 **Telephone** 801-224-6050

Vendor 32675

Date 3-Aug-22

Secondary — **Requesting Department**

55-40-45-100 — **Department Account Numbers**

Department Head Signature

Qty	Description	Price	Total
1	Estimated cost of the parts to be delivered in fiscal year 2023	$5,000,000.00	$5,000,000.00
	for the PI metering project.		
	QUOTE #S104828565		
			$5,000,000.00

Justification:

This is the estimated cost of the parts that will be delivered in fiscal year 2023 for the PI metering project. RFP already approved by City Council on 6/14/2022. For the prices of the individual parts please see attached Bid #S104692350.001.

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

MOUNTAINLAND
SUPPLY COMPANY

MLOR MOUNTAINLAND SUPPLY
1505 West 130 South
Orem, UT 84058
801-224-6050
Fax 801-224-6058

Quotation

EXPIRATION DATE	QUOTE NUMBER
08/25/2022	S104828565

REMIT TO:
MOUNTAINLAND SUPPLY COMPANY
PO Box 127
OREM, UT 84059-0127

PAGE NO.
1 of 1

QUOTE TO:

LEHI CITY CORPORATION
153 NORTH 100 EAST
P O BOX 255
LEHI, UT 84043

SHIP TO:

#2022-09 PI METER PROJECT
2538 NORTH 300 WEST
SHYLOH 801-368-3657
LEHI, UT 84043

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
174075	YEAR-1 LUMP SUM #2022-09		ZACH BLACKBURN

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JAMES BEASLEY			07/26/2022	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	YEAR-1 (ESTIMATED LUMP SUM) -MATERIALS FOR 2022-09 PI PROJECT -AS THEY BECOME AVAILBLE TO SHIP -REF. ORIGINAL BID# S104692350 -REF. ALT. BID# S104705012 SPECIAL ORDER RETURN POLICY APPLIES	5000000.00/ea	5000000.00

Bid Total does not include tax or freight. All prices herein supercede all prior quotes and are subject to change without prior notice.
No guarantee is made as to the accuracy of the quantities listed.
*** NOTE- All Special Order Material is Non-Returnable ***

Bid Total	5000000.00

Due to the impact of COVID-19 supply chain interruptions, trucking shortages, and resulting price increases, this pricing is based on material in stock at time of quotation. Please verify all quantities and part numbers prior to placing your order.

Printed By: TALLSOP on 8/2/2022 12:46:44 PM

MOUNTAINLAND SUPPLY COMPANY

Bid

S104692350.001

$16,908,703.18

BILL TO:

LEHI CITY CORPORATION
153 NORTH 100 EAST
P O BOX 255
LEHI, UT 84043

SHIP TO:

LEHI CITY CORPORATION
153 NORTH 100 EAST
P O BOX 255
LEHI, UT 84043

Customer #	Salesman	Release #	Job Name
4677	ZACH BLACKBURN		LEHI RFP NO.2202-09

Ship Via	Terms	Expiration Date	Order Date	Ordered By	Writer
	NET 30TH	06/16/2022	05/17/2022		ZACH BLACKBURN

Part #	Qty	Description	Price	Ext.
****1" SERVICE MATERIAL****				
ITEM: 1				
594562	13500	FORD VB74-15W-11-44-NL 1x15 FIP SETTER - 1 FIP - INLET BALL VALVE NO VALVE OUTLET	$258.146	$3,484,975.61
ITEM: 2				
4791	9200	1 x 12 BRASS NIPPLE	$19.627	$180,566.83
ITEM: 3				
564716	9200	FORD BC11-444SW-NL 1 CURB STOP S&W FIP PW - 1 FIPx1 FIP-STOP & WASTE	$107.000	$984,400.00
ITEM: 4				
278930	13500	DL L-2244-R1i IMP 21 MTR RING - METER - IMPORT - (23x19-1/2)	$63.636	$859,090.91
ITEM: 5				
620122	13500	DFW12AUT-5MW+T-IRRIG-LID PURPLE 12in METER LID w/BRASS LOCK MARKED "IRRIGATION" RECESS HOLE	$39.829	$537,695.12
ITEM: 6				
654584	13500	4X27-1/2 FOAM METER INSULATION	$25.658	$346,387.50
ITEM: 7				
902953	8000	93D IMP CI CURB BOX (KIT) (IRRIGATION) HH - 36-48in - VALVE BOX - ** HEX HEAD ** - IMPORT - (33B/18T/IRRIGATION LID/HEX) (M9080-02i/M01i/05i/HH) SPECIAL ORDER RETURN POLICY APPLIES	$103.409	$827,272.73

Part #	Qty	Description	Price	Ext.
ITEM: 8				
366666	9200	DL FU-6204-02 GALVANIZED ROD & COTTER PIN FOR M-9080 OSW EXTENSION KEY	$44.318	$407,727.27
ITEM: 9				
637788	13500	RAVEN RMP212436-TPR-P PURPLE METER BOX LEHI CITY 21x24x36	$177.616	$2,397,819.77
ITEM: 10				
408733	17800	FORD C86-44-Q-NL 1 MIPxPE QJ ADAPTER - 1 MIP x 1 PE QUICK JOINT	$33.134	$589,787.80
ITEM: 11				
14712	17800	FORD INSERT-53-72 1 IPS / 1-1/4 CTS SS INSERT FOR PE PIPE	$2.134	$37,987.80
ITEM: 12				
714762	13500	SENSUS PURP 1 IPERL 10.75LL 1G 2-WIRE 6FT TRPL RECLAIM 1GAL CONFIG# I4S1GBXR	$232.847	$3,143,437.50
ITEM: 13				
224321	13500	SENSUS 520M SINGLE PORT SMPT RADIO PIT-SET WITH TRPL TOUCHCOUPLER INTERVAL DATA	$162.439	$2,192,925.00
ITEM: 14				
14580	10000	FORD GT-120 1 GASKET - RUBBER - METER	$0.305	$3,048.78
			Subtotal -------	$15,993,122.62
****1-1/2" SERVICE MATERIAL****				
ITEM: 15				
702565	100	FORD VBB76-15-11-66-NL 1-1/2 COPPERSTEER 70	$1,015.341	$101,534.15
ITEM: 16				
4406	100	1-1/2 x 6 BRASS NIPPLE	$17.130	$1,712.98
ITEM: 17				
528853	100	FORD B11-666SW-NL 1-1/2 S/W CURB STOP S&W FIP - STOP & WASTE	$233.854	$23,385.37
ITEM: 18				
278930	100	DL L-2244-R1i IMP 21 MTR RING - METER - IMPORT - (23x19-1/2)	$63.636	$6,363.64
ITEM: 19				
12624	100	DL L-2336-R1i IMP 30 MH ADPT RING ADAPTER RING - MANHOLE - IMPORT - (33x29x19.-1/2)	$144.318	$14,431.82
ITEM: 20				
620122	100	DFW12AUT-5MW+T-IRRIG-LID PURPLE 12in METER LID w/BRASS LOCK MARKED "IRRIGATION" RECESS HOLE	$39.829	$3,982.93
ITEM: 21				
119074	100	4X30 FOAM METER INSULATOR	$33.627	$3,362.74
ITEM: 22				
902953	100	93D IMP CI CURB BOX (KIT) (IRRIGATION) HH - 36-48in - VALVE BOX - ** HEX HEAD ** - IMPORT - (33B/18T/IRRIGATION LID/HEX) (M9080-02i/M01i/05i/HH) SPECIAL ORDER RETURN POLICY APPLIES	$103.409	$10,340.91

Part #	Qty	Description	Price	Ext.
ITEM: 23				
6540	50	DL M-9094-01i IMP ENLARGED BASE FOR VALVE BOX - IMPORT	$31.818	$1,590.91
ITEM: 24				
366666	100	DL FU-6204-02 GALVANIZED ROD & COTTER PIN FOR M-9080 OSW EXTENSION KEY	$44.318	$4,431.82
ITEM: 25				
656211	100	RAVEN RMP3036-TRP PURPLE METER BOX LEHI CITY 30x36	$279.651	$27,965.12
ITEM: 26				
408698	200	FORD C84-66-Q-NL 1-1/2 MIPxCTS QJ ADAPTER - 1-1/2 MIP x 1-1/2 CTS QUICK JOINT	$52.045	$10,409.09
ITEM: 27				
14692	200	FORD INSERT-54 1-1/2 SS CTS SS INSERT FOR PE PIPE	$2.227	$445.45
ITEM: 28				
440970	100	ELSTER EVOQ4 1-1/2 ELECTROMAGNETIC METER 112EVOQ4	$1,641.042	$164,104.17
ITEM: 29				
648865	100	ELSTER MX39 9FT SENSUS ENCODER V8-8D 3W-2W W/PIT PAD 2512Q003308UYK	$476.042	$47,604.17
ITEM: 30				
224321	100	SENSUS 520M SINGLE PORT SMPT RADIO PIT-SET WITH TRPL TOUCHCOUPLER INTERVAL DATA	$162.439	$16,243.89
ITEM: 31				
7047	100	FORD GT-140 1-1/2 GASKET - DROP-IN METER	$2.549	$254.88
			Subtotal -------	$438,164.04
****2" SERVICE MATERIAL****				
ITEM: 32				
677708	100	FORD VBB77-15-11-77-NL 2 COPPER SETTER 70	$1,150.951	$115,095.12
ITEM: 33				
4479	100	2 x 6 BRASS NIPPLE	$22.024	$2,202.38
ITEM: 34				
457724	100	FORD BC11-777SW-NL 2 CURB STOP S&W FIP - STOP & WASTE 2 THRDS	$320.841	$32,084.15
ITEM: 35				
278930	100	DL L-2244-R1i IMP 21 MTR RING - METER - IMPORT - (23x19-1/2)	$63.636	$6,363.64
ITEM: 36				
12624	100	DL L-2336-R1i IMP 30 MH ADPT RING ADAPTER RING - MANHOLE - IMPORT - (33x29x19.-1/2)	$144.318	$14,431.82
ITEM: 37				
620122	100	DFW12AUT-5MW+T-IRRIG-LID PURPLE 12in METER LID w/BRASS LOCK MARKED "IRRIGATION" RECESS HOLE	$39.829	$3,982.93

Part #	Qty	Description	Price	Ext.
ITEM: 38				
119074	100	4X30 FOAM METER INSULATOR	$33.627	$3,362.74
ITEM: 39				
902953	100	93D IMP CI CURB BOX (KIT) (IRRIGATION) HH - 36-48in - VALVE BOX - ** HEX HEAD ** - IMPORT - (33B/18T/IRRIGATION LID/HEX) (M9080-02i/M01i/05i/HH) SPECIAL ORDER RETURN POLICY APPLIES	$103.409	$10,340.91
ITEM: 40				
6540	100	DL M-9094-01i IMP ENLARGED BASE FOR VALVE BOX - IMPORT	$31.818	$3,181.82
ITEM: 41				
366666	100	DL FU-6204-02 GALVANIZED ROD & COTTER PIN FOR M-9080 OSW EXTENSION KEY	$44.318	$4,431.82
ITEM: 42				
656211	100	RAVEN RMP3036-TRP PURPLE METER BOX LEHI CITY 30x36	$279.651	$27,965.12
ITEM: 43				
408730	200	FORD C84-77-Q-NL 2 MIPxCTS QJ ADAPTER - 2 MIP x CTS QUICK JOINT	$81.378	$16,275.61
ITEM: 44				
14701	200	FORD INSERT-55 2 CTS SS INSERT FOR PE PIPE	$2.390	$478.05
ITEM: 45				
648865	100	ELSTER MX39 9FT SENSUS ENCODER V8-8D 3W-2W W/PIT PAD 2512Q003308UYK	$476.042	$47,604.17
ITEM: 46				
391861	100	2in ELSTER EVOQ4 ELEC-MAG METER 17"LL 5005Q0026	$1,730.833	$173,083.33
ITEM: 47				
224321	100	SENSUS 520M SINGLE PORT SMPT RADIO PIT-SET WITH TRPL TOUCHCOUPLER INTERVAL DATA	$162.439	$16,243.89
ITEM: 48				
7124	100	FORD GT-141 2 GASKET - DROP-IN METER	$2.890	$289.02
			Subtotal -------	$477,416.52

Bid Total does not include tax. All prices herein supercede all prior quotes and are subject to change without prior notice. No guarantee is made as to the accuracy of the quantities listed. *** NOTE- All Special Order Material is Non-Returnable ***

Due to the impact of COVID-19 supply chain interruptions, trucking shortages, and resulting price increases, this pricing is based on material in stock at time of quotation. Please verify all quantities and part numbers prior to placing your order.

Subtotal	$16,908,703.18
Est. S&H	$0.00
Due	$16,908,703.18

Agenda Item No: 3.3

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Surplus Items

Suggested Action:

Attachments:

Fleet surplus.docx

August 9, 2022
City Council Surplus Items
Fleet Department

SW-9-2	2008	Chevy	C1500
FS-4-2	2002	Chevrolet	C1500
PA-15-2	2007	Chevrolet	C1500
FS-1-2	2005	Chevrolet	Colorado
I-23-2	2020	Ford	F150
S-24-2	2009	Ford	F350 (White Bed)
S-25-2	2010	Ford	F150
S-26-2	2010	Ford	F550 (Black Bed)
PA-12-2	2006	Chevrolet	Colorado
PA-14-2	2007	Chevrolet	C1500
Tender84	1983	Mack	Tanker Water Truck
BC11	2011	Ford	Expedition
P-92-3	2008	Ford	Explorer
P-100-3	2009	Ford	Explorer
P-118-3	2014	Ford	Explorer
P-127-3	2014	Dodge	Charger AWD
P-128-3	2014	Dodge	Charger AWD
P-131-3	2014	Dodge	Charger AWD
P-134-3	2015	Dodge	Charger AWD

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-67, authorizing the Red Mesa Tapaha Project amended and restated transaction schedule under the Power Supply Agreement with Utah Associated Municipal Power Systems (UAMPS).

Suggested Action:

Attachments:

Res 2022-67.pdf

Red Mesa Solar Transaction Schedule-Lehi__Amended.pdf

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RED MESA TAPAHA SOLAR PROJECT AMENDED AND RESTATED TRANSACTION SCHEDULE UNDER THE POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

***** ***** *****

WHEREAS, Lehi City, Utah (the *"Member"*) owns and operates a utility system for the provision of electric energy to its residents and others (the *"System"*) and is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the *"Joint Action Agreement"*);

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Red Mesa Tapaha Solar Project, a sixty-six (66) megawatt (MW) solar photovoltaic generation facility to be located on the Navajo Nation, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Navajo Generation LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Red Mesa Tapaha Amended and Restated Transaction Schedule ("Amended and Restated Transaction Schedule") attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution;

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

Section 1. Authorization of Red Mesa Tapaha Amended and Restated Transaction Schedule. The Amended and Restated Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Amended and Restated Transaction Schedule on behalf of the Member. Promptly upon its execution, the Amended and Restated Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions with Respect to the Joint Action Agreement. The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all

actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Amended and Restated Transaction Schedule and the performance thereof.

Section 3. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this _____ day of _____, 2022.

LEHI CITY

_____
Mayor

ATTEST AND COUNTERSIGN:

_____
City Recorder

[SEAL].

EXHIBIT A
RED MESA TAPAHA SOLAR AMENDED AND RESTATED TRANSACTION SCHEDULE

RED MESA TAPAHA SOLAR
FIRM POWER SUPPLY AGREEMENT
AMENDED AND RESTATED TRANSACTION SCHEDULE

This Amended and Restated Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Amended and Restated Transaction Schedule are signatories provide for the following transactions. The Parties to this Amended and Restated Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER:	Lehi City
ENTITLEMENT SHARE:	17.6710%
SUPPLIER:	NTUA Generation – Utah, LLC (the "Red Mesa Tapaha Solar Project")
EFFECTIVE DATE:	The Amended and Restated Power Purchase Agreement by and between UAMPS and NGI Generation-Utah, LLC for the Red Mesa Tapaha Solar Resource (the "Amended and Restated PPA") was executed on July 27, 2022. The Amended and Restated PPA becomes effective upon UAMPS obtaining member governing body approvals which UAMPS anticipates satisfying within 90 days. The Scheduled Commercial Operation Date ("COD") is March 15, 2023. The COD may not occur earlier than April 1, 2022 but not later than September 15, 2023.
TERM:	A 25-year delivery term commencing on COD. The Amended and Restated PPA will become effective upon UAMPS satisfying the condition precedent identified above.
AMOUNT:	11,663 kW and associated Environmental Attributes
PRICE:	$37.00/MWh
OTHER PROVISIONS:	
Energy:	UAMPS will schedule all energy pursuant to the terms and conditions of the Amended and Restated PPA and will delivery to the Purchaser its Entitlement Share of the Red Mesa Tapaha Solar Resource. The Red Mesa Tapaha Solar Resource is to be constructed as a 66 MW from solar photovoltaic generation facility located on the Navajo Reservation.
Transmission:	UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Buyout Options: Under the Amended and Restated PPA, UAMPS has the ability to buy the Red Mesa Tapaha Solar Resource from NGI at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Red Mesa Tapaha Solar Resource.

Other: Any costs incurred by UAMPS due solely to this Amended and Restated Transaction Schedule, including but not limited to Amended and Restated PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Amended and Restated Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2022.

LEHI CITY

By:_____

Title:_____

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By:_____

Title:_____

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-69, approving an agreement with Blu Line Designs for the design of Family Park.

Suggested Action:

Attachments:

Res 2022-69.docx

Agreement-Design Services for Family Park (blu line designs).docx

LEHI CITY

RESOLUTION NO. 2022-69

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
AN AGREEMENT WITH BLU LINE DESIGNS FOR THE DESIGN OF FAMILY PARK

WHEREAS, City desires to contract for the design of Family Park;

WHEREAS, City issued a Request for Qualifications to identify firms and companies which would best serve the needs of the City to perform such services;

WHEREAS, City selected Blu Line Designs and now desires to contract with them to perform the work specified in the contract documents;

WHEREAS, on August 9th, 2022, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

1. The Agreement for the Design of Family Park between Lehi City and Blu Line Designs 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 9th day of August, 2022.

LEHI CITY

_____
Mark Johnson, Mayor

ATTEST

_____
Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT is made and entered into and effective as of the date the last party signs below ("Effective Date") between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Blu Line Designs, 8719 S. Sandy Parkway, Sandy, UT 84070 ("Contractor").

WHEREAS, City desires to hire an Contractor to provide design services for Family Park and issued RFQ 2022-10; and

WHEREAS, City determined Contractor's response to be the lowest responsive and most responsible response and City desires to contract with Contractor to perform the consulting services;

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

1. Scope of Service. City hereby hires Contractor and Contractor agrees to be bound to the City to perform the design services as described RFQ 2022-10 (as amended) and Contractor's July 20, 2022 Fee Proposal ("Work") both attached hereto as Exhibit A and incorporated herein by this reference.

2. Term. This Work shall commence immediately upon the Effective Date. Phase One of the Work shall be completed no later than December 1, 2022. Phase Two of the Work shall be completed by May 1, 2023.

3. Payment. For the completion of both phases, City shall pay Contractor a total of $469,730 ("Payment"), which price shall not be exceeded without prior written approval as described in this Agreement.

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

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

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

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

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

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

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

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

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

to fund the Payment, this Agreement shall be void and of no further force or effect. In the event of such non-appropriation of resources, Contractor shall be entitled to payment for all services performed prior to being notified of the non-appropriation event.

7. Taxes.

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

8. Indemnification and Insurance.

8.1 Contractor shall be responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like cause in the performance of this Agreement. Consequently, Contractor shall indemnify and hold harmless the City, any subsidiary of the City, and its past, present and future employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to reasonable attorneys' fees, in each case to the extent caused by the gross negligence, willful misconduct or negligent performance of Contractor, its employees, subcontractors, or anyone for whose acts Contractor is responsible. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

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

8.3 Contractor, at its own expense, shall maintain comprehensive general liability insurance in amounts of $1,000,000 per occurrence and $3,000,000 general aggregate.

8.4 Contractor, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of $250,000 for any one person, and

$500,000 for any one occurrence, and a property damage limit per occurrence of $250,000. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

8.5 Contractor, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to Contractor's profession, with a limit of $3,000,000.00 per claim. The professional liability/errors and omissions insurance required by this Section 8.5 must have a one-year extended reporting period. Contractor shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

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

8.7 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability and professional liability/errors and omissions policies, shall include the City, its directors, officers, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least thirty (30) days in advance of any cancellation, termination, or material alteration of said policies of insurance or ten (10) days due to nonpayment of premium.

9. Representations and Warranties.

9.1 Each party represents that:

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

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

9.2 Contractor represents and warrants that:

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

9.2.2 Contractor shall perform its obligations required by this Agreement in a manner consistent with generally accepted applicable professional and technical standards for Scope of Service of a similar and comparable nature existing at the time of performance for the locality where the services are performed ("Standard of Care"), and shall ensure that the implementation thereof is also performed in an applicable professional, and technical manner. Provided it receives written notice thereof one year of completing the Work, Contractor shall correct any failure to meet this Standard of Care at no additional cost to the City. Upon request by the City, Contractor must be able to summarize and concisely report pertinent information associated with this Agreement and the performance thereof to the City in a timely manner. Contractor shall not make any alterations or variations in or additions to, or omissions from, its duties and obligations contemplated by this Agreement, without the prior written consent of the City.

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

10. Confidentiality and Work Product Ownership.

10.1 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.

10.2 Notwithstanding Section 10.1 Contractor agrees that, except as directed by the City, Contractor shall not at any time during or after the term of this Agreement disclose to any person or entity any information or document provided by the City which the City has designated as "confidential" or "private. Upon the conclusion or termination of this Agreement, Contractor shall turn over to the City all documents, papers, and other matter, including copies thereof, which are in Contractor's possession or control, and which are designated "confidential" or "private." ." Notwithstanding the foregoing, Contractor may retain a copy of the City's confidential information, subject to the obligations of this Agreement, if Contractor determines such retention is necessary for the sole purpose of documenting the use of such confidential information in the preparation of any work product to which professional liability might attach. Contractor further agrees

to bind its employees and any sub-contractors to the terms and conditions of this Section 10.2.

10.3 Any reports, studies, audits, models, tools, code, materials or other work product prepared under this Agreement by Contractor or Contractor's personnel (collectively, "Work Product") shall remain the property of Contractor. Upon receipt of payment by Contractor, the City shall gain ownership of all tangible or electronic versions of any Work Product prepared under this Agreement with the intent of being furnished to, and ultimately delivered to, the City ("Deliverables"). The City shall not gain ownership of any intellectual property of Contractor that was used to create or is otherwise embodied in the Work Product or Deliverables. Contractor shall grant to the City a nonexclusive, perpetual, royalty-free, world-wide, limited license under copyright to use solely for its own benefit, for internal purposes only, and only with its own personnel and without rights to sublicense, such Contractor intellectual property as is necessary for the City to make the agreed use of the Deliverables as contemplated by this Agreement. The City acknowledges that Contractor's Work Product is comprised of instruments of service for use solely with respect to the project for which they were developed or created, and if the City uses such Work Product or Deliverables other than for the purposes for which the Deliverables were prepared, the City shall do so at its own risk and shall indemnify, defend and hold Contractor harmless from any claims or damages arising therefrom.

11. Equal Opportunity. Neither Contractor, nor any sub-contractor of Contractor, 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.

12. Record Keeping and Audits. Contractor 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. Contractor shall furnish copies of any records requested by the City at Contractor's expense.

13. Relationship of the Parties, and Immunity.

13.1 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.

13.2 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.

14. Notice.

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

To the City:	To Contractor:
Lehi City Corporation	Blu Line Designs
Attn: Steve Marchbanks	Attn: [contact name]
153 North 100 East	8719 S. Sandy Parkway
Lehi, Utah 84043	Sandy, Utah 84070

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

14.3 The designation of any address or individual contemplated by this Section 11 may be changed by notice given in the same manner as provided in this Section 11, and shall not be subject to the restrictions contemplated by Section 16.

15. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement.

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

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

18. Assignment. Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported

assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.

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

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

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

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

23. Governing Law.

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

23.2 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:

23.2.1 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.

23.2.2 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).

23.2.3 To the fullest extent allowed by law, that:

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

23.2.3.2 The venue of any such action is improper.

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

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

23.4 Any and all disputes, controversies or claims between the parties to this Agreement, not settled within twenty (20) days following written notice of such dispute, shall be referred to senior management of the parties for resolution. In the event that the parties are unable to settle the dispute through senior management negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice by either party to the other of the conclusion of senior management negotiations. Mediation shall follow the Commercial Mediation Rules published by the American Arbitration Association. The parties shall share equally the costs and fees of the mediator and each party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction. In the event that the dispute has not been resolved within thirty (30) days following mediation, or such longer period as the parties may agree, either party may initiate formal proceedings against the other party.

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

[*signature page follows*]

Dated the _____ day of _____, 2022.

Blue Line Designs

_____
By:
Its:

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this _____ day of _____, 2022, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of Blu Line Designs and that said document was signed by him/her in behalf of said Limited Liability Company by Authority of a Resolution of the Board of its Member.)

Witness my hand and official seal.

_____
(notary signature)

Dated the _____ day of _____, 2021.

Lehi City Corporation

_____
Mayor Mark Johnson

Attest:

_____
Teisha Wilson, City Recorder

EXHIBIT A – Description of the “Work”

EXHIBIT B – Contractor's Response to RFP 2021-??

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-68, approving a second amended Interlocal Cooperation Agreement between Utah County and Lehi City for the SS Crossroads Blvd/Lehi Main Street Project.

Suggested Action:

Attachments:

Res 2022-68.docx

Lehi Main Street 2nd Amendment to Agreement 2017-526 (BDS Edits 7.28.2022).docx

LEHI CITY

RESOLUTION NO. 2022-68

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND LEHI CITY FOR THE SS CROSSROADS BLVD/LEHI MAIN STREET PROJECT

WHEREAS, Utah County and Lehi City entered into the Utah Program Manager Agreement No. 2017-526 ("Agreement") concerning the SS CROSSROADS BLVD/LEHI MAIN STREET Project executed on August 8th, 2017; and a First Amendment to the Agreement in March of 2021;

WHEREAS, in accordance with Section 8 of the Agreement, the parties now desire to again amend the Agreement by i) adding a 10% contingency fund for a total contract amount of $13,636,700, and ii) extending the term of the Agreement until November 30, 2027;

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

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

1. The second amended Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to execute the second amended 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 9th day of August, 2022.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Agreement No. 2022-____

SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND LEHI CITY CORPORATION FOR A PROJECT KNOWN AS "SS CROSSROADS BLVD / LEHI MAIN STREET" IN LEHI, UTAH

THIS IS THE SECOND AMENDMENT TO AN INTERLOCAL COOPERATION AGREEMENT ("Amendment"), made and entered into by and between UTAH COUNTY, a political subdivision of the State of Utah, hereinafter "Program Manager," and LEHI CITY CORPORATION, a political subdivision of the State of Utah, hereinafter "Project Sponsor."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act ("Act"), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Program Manager and Project Sponsor; and

WHEREAS, all of the parties to this Amendment are public agencies as defined in the Act; and

WHEREAS, it is to the mutual benefit of both Program Manager and Project Sponsor to enter into this Amendment to facilitate the above desires of Program Manager and Project Sponsor; and

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. PURPOSE

Program Manager and Program Sponsor entered into the Utah Program Manager Agreement No. 2017-526 ("Agreement") concerning the Project Known as "SS CROSSROADS

BLVD/LEHI MAIN STREET" in Lehi, Utah executed the 8th day of August 2017, and amended by Agreement 2021-200 on the 10th day of March 2021. This Second Amendment is meant to further amend the terms of the amended Agreement by and between the Program Manager and the Project Sponsor.

Section 2. AMENDMENTS

In accordance with Section 8 of the Agreement, and Section 11-13-205.5, Utah Code Annotated, Program Manager and Project Sponsor do hereby amend the terms of the Agreement as follows:

1. Section 4 of the Agreement is hereby amended to read as follows:

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed with construction complete by October 1, 2022 and environmental monitoring as required for wetland mitigation to be complete by November 30, 2027.

2. Section 6, paragraphs 8 and 8a of the Agreement are hereby amended to read as follows:

Section 6: TERMS.

8) **Total Project Cost** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied. - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed $13,636,700 (Total Project Cost) for the direct costs of the Approved Project.

a) **Reimbursement** - The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with one monthly itemized invoice detailing actual costs for the ROW acquisition, design, utility relocation, construction, or other approved elements of the project. Appropriate backup

materials shall also be supplied. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor shall not exceed $13,636,700 (Total Project Cost less Matching Funds). Any costs which exceed $13,636,700 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice.

3. The remaining provisions of Agreement No. 2017-526 shall remain in full force and effect and are incorporated in this Amendment as if fully set forth herein.

IN WITNESS WHEREOF, the parties have signed and executed this Amendment, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2022-___, authorized and passed on the _____ day of

_____ 2022.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By:_____
THOMAS V. SAKIEVICH,
Chairman

ATTEST: JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney

LEHI CITY CORPORATION, UTAH

Authorized by Resolution No. _____ , authorized and passed on the _____ day of _____ 2022.

LEHI CITY CORPORATION, UTAH

By:_____
Mayor

ATTEST: _____
City Clerk/Auditor

By:_____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
_____, LEHI City Attorney

By:_____

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Preliminary subdivision approval for the Lehi Medical Phase 2, an 8-lot residential development located at 1090 West 3300 North.

Suggested Action:

Attachments:

CC Staff Report Lehi Medical Phase 2 Preliminary 08.09.22.docx

Lehi Medical Phase 2 Preliminary DRC 06.01.22.docx

Lehi Medical Phase 2 Preliminary Subdivision plans.pdf

Aerial Map.pdf

General Plan Map.pdf

Zoning Map.pdf

LEHI MEDICAL PHASE 2 PRELIMINARY SUBDIVISION
CITY COUNCIL REPORT

Applicant	Fort Street Partners		
Meeting Date	August 9, 2022		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Decision Type	Administrative		
Location	1090 West 3300 North		
Existing General Plan Designation	Low Density Residential (LDR)		
Existing Zoning	R-1-10		
Existing Land Use	Undeveloped		
Number of Lots/Units	7		
Adjacent Zoning and Land Use	*North*	R-1-10	Single Family Homes
	South	R-1-10	Single Family Homes
	East	R-1-10	Single Family Homes
	West	Commercial	Undeveloped
Date of DRC Review	June 1, 2022		
Date of Planning Commission Review	July 14, 2022		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Public hearing, review, and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.080. Preliminary Plat Approval Process.
The review and approval process for a Preliminary Subdivision Plat is identified in the appendix of this code, including review by the Development Review Committee, review and recommendation following a public hearing by the Planning Commission and review and approval by the City Council.

Section 11.100. Effect of Preliminary Subdivision Plat Approval.
A preliminary subdivision plat shall not authorize the development of land. After a preliminary subdivision plat has been approved by the City Council, the applicant may file an application for final subdivision plat approval.

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

	R-1-10
Minimum Lot Size	Single-Family Dwelling 10,000 Sq.Ft.[a] Other Allowed Uses 10,000 Sq.Ft.[a]
Maximum Dwelling Units Per Acre	3.5[a]
Minimum Lot Width/Frontage	Residential Uses 80 Ft.[a,b] Other Allowed Uses 160 Ft.[a,b]
	25 Ft.[c]

	R-1-10
Minimum Front Yard	
Minimum Rear Yard (Interior Lots)	30 Ft. [d]
Minimum Rear Yard (Corner Lots)	15 Ft.
Minimum Side Yard	Residential Uses 8 Ft. Total Side Yards Not Less Than 20 Ft. [e] Other Allowed Uses 20 Ft. Total Side Yards Not Less Than 40 Ft.
Minimum Side Yard (Corner Lot)	20 Ft. [f]
Height	Max. 35 Ft. or 2 Stories. Min. 1 Story
Minimum Ground Floor Area Per Residential Unit	1,000 Sq.Ft. [g]
Min. Area For PRD	10 Acre min.

PROPERTY HISTORY

March 26, 2013	Property came into the City as part of the Aces Athletics South Annexation
April 26, 2022	City Council approved the Fort Street Zone Change from TH-5 to Commercial and R-1-10
May 10, 2022	City Council approved the Lehi Medical Phase 1 Subdivision create one commercial lot

REPORT ANALYSIS

The applicant requests approval of the proposed Lehi Medical Phase 2 subdivision, a 7-lot residential development located at 1090 West 3300 North in an R-1-10 zone.

The proposal will create seven residential lots to the east of the proposed Lehi Medical building. The proposed lots all exceed the 10,000 square foot lot minimum of the R-1-10 zone and have more than the required 80 feet of frontage. The proposed lots are similar in size to the surrounding lots.

Following the DRC review of the preliminary subdivision, DRC discussed that including the trail right of way at the north end of the subdivision would work better included with the commercial parcel to the west. Including this with the commercial parcel would allow for one trail easement and also reinforce the expectation that the commercial site maintain the trail. Please include this change in your motion.

The DRC reviewed the proposed Lehi Medical Phase 2 Subdivision and had 5 redline comments:
1.Install a fire hydrant between lots 6 and 7.
2. Open SSMH to obtain an actual INV depth prior to final plat submittal.
3. Install sewer main and manholes in center line of road at final submittal.
4. Incorporate open space "A" as part of commercial development phase to be maintained by commercial property.
5. A soils report is needed.

Please include all DRC comments in your motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed subdivision includes lots of a similar size and shape to the existing lots in the surrounding neighborhood.
2. The proposed subdivision does/does not meet the requirements of the Lehi City Development Code in regards to subdivision approvals.
3. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on July 14, 2022. The minutes and motion from that meeting follow.

3.5) Public hearing and recommendation of Fort Street Partners' request for preliminary subdivision review of Lehi Medical Phase 2, an 8-lot residential development located at 1090 West 3300 North.
Jacob Curtis presented information on the agenda item.

The applicant was present and did not wish to add anything.

Commissioner Carlson asked about the temporary turnaround and if it would be removed. Ross Dinsdale said it would not be removed.

Commissioner Nielsen opened the public hearing.

Commissioner Nielsen closed the public hearing.

> **Motion:** Commissioner Eyre moved to recommend approval **of Fort Street Partners' request for preliminary subdivision review of Lehi Medical Phase 2, an 8-lot residential development located at 1090 West 3300 North;** including all DRC comments and findings stated in the report. Commissioner Jackson seconded.
>
> **Vote:** Commissioner Nielsen, yes; Commissioner Everett, yes; Commissioner Britton, yes; Commissioner Carlson; yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Newall, yes. The vote passed unanimously.

Lehi Medical Phase 2 Preliminary Subdivision
DRC Redline Comments

Fort Street Partners – requests preliminary subdivision review of Lehi Medical Phase 2, an 8-lot residential development located at 1090 West 3300 North

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Matthew Meier, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Representatives of the Applicant Present: Heather Llewellyn and Mike Carlton
Date of Plans Reviewed: 5/23/22
Time Start: 4:32pm
Time End: 4:37pm

DRC REDLINE COMMENTS:
Glade – Power: No comment
Garion – Fire:
1. Install a fire hydrant between lots 6 and 7.

Greg – Water/Sewer:
2. Open SSMH to obtain an actual INV depth prior to final plat submittal.
3. Install sewer main and manholes in center line of road at final submittal.

Trent – Parks:
4. Incorporate open space "A" as part of commercial development phase to be maintained by commercial property

Gary – Building/Inspections:
5. A soils report is needed.

Matt – Public Works: No comment
Ross – Engineering: No comment
Luke- Traffic: No comment
Kim – Planning: No comment

PRIOR TO SCHEDULING A PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements to Lehi City Engineering. (Duane Butler- dbutler@lehi-ut.gov or 385-201-2523)
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Include surveyor's and engineer's stamps and signatures on the construction drawings.
5. Show lot addresses on the final plat (must coordinate with Planning Division).
6. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
7. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (Contact Matthew Meier- mmeier@lehi-ut.gov or 385-201-2435).
8. Schedule a SWPPP inspection through Daniel Hadlock at (801) 836-3523 or Greg Soper at (385) 415-4073. This should be the last item completed prior to scheduling a preconstruction meeting.
9. Obtain PLSS (Public Land Survey System) clearance letter from the Utah County Surveyor Office. If there are PLSS monuments located on or adjacent to property a monument excavation permit may be required.
   Per Utah Code 17-23-14 and 17-23-15. Contact info. Email surveyor@utahcounty.gov Address 2855 South State Street, Provo, UT 84606 (801) 851-8671 or (801) 851-8669.
10. Address any comments or conditions from City Council approval.
11. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
12. Planner needs to sign off on building plans prior to the precon meeting

PRIOR TO RECORDING OF PLAT:

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.

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

1. Please note that ALL of the DRC Redline and Prior to Recording of Plat comments MUST be completed before a preconstruction meeting can be scheduled.
2. Once approved by the Planning Commission or City Council (whichever is applicable) plans may be submitted for check-off. Check-off plans consist of one set of 24x36-inch plans submitted to the Planning Division office. When changes need to be made to a check set, revise the affected sheets only. Each new submittal will require a revision date on each new sheet. It is the responsibility of the applicant to follow through with completing the check-off items.
3. Prior to the pre-construction meeting, Lehi City Staff will make copies of plans for the meeting from the check-off set and the developer will pay fees for the copies.
4. On the power, developer will install conduit; Lehi City Power will install all other required power infrastructure shown on the plans and charge the developer for the costs. These costs are separate from power impact fees that are paid with the building permit.
5. Developer is responsible to purchase, move or remove any existing Rocky Mountain Power facilities. Additionally, the Developer is responsible for all costs associated for the purchase of RMP equipment by Lehi City Power. These costs are separate from infrastructure, impact fees, and connection fees.
6. Developer is responsible to furnish adequate rights of way or easements for construction of off-site power line extensions.
7. Residential developments shall complete all required private improvements prior to commencing construction on units totaling more than 80% of the allowed units in the development.
8. The approval of a development shall be effective for a period of two (2) years from the date the development is approved by the Planning Commission or City Council, whichever is applicable.
9. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either a twenty (20) foot minimum width temporary or permanent road, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 14th

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.

LEHI MEDICAL - PHASE 2

A RESIDENTIAL SUBDIVISION
PRELIMINARY PLAT SUBMITTAL

LEHI CITY GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH LEHI CITY STANDARDS AND SPECIFICATIONS. CONTRACTOR TO OBTAIN CURRENT STANDARDS, SPECIFICATIONS, AND CITY GENERAL NOTES FROM LEHI CITY.
2. CONTRACTOR RESPONSIBLE FOR PROTECTION OF ALL UTILITIES SHOWN OR NOT SHOWN.
3. CONTRACTORS SHALL ATTEND ALL PRE-CONSTRUCTION CONFERENCES AND ABIDE BY DIRECTIVES AND DECISIONS MADE THEREIN.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC SAFETY AND OSHA STANDARDS.
5. LOCATION AND INSTALLATION OF GAS, POWER, TELEPHONE, AND CABLE LINES TO BE DONE IN ACCORDANCE WITH LEHI CITY STANDARDS.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FOR WORK.
8. CONTRACTOR IS RESPONSIBLE TO KEEP A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT ON SITE DURING THE COURSE OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THESE STATE REQUIRED DOCUMENTS.
9. WHEN INSTALLING PROPOSED UTILITIES, CONTRACTOR TO IDENTIFY POTENTIAL CONFLICTS BETWEEN STORM DRAIN, CULINARY WATER, AND/OR SECONDARY WATER. IN ALL CASES, STORM DRAIN DESIGN SHALL GOVERN.
10. IF CONSTRUCTION WORK IS IN EXISTING ASPHALT AREAS, CONTRACTOR TO SAWCUT EXISTING ASPHALT FOR MATCH.
11. DURING THE CONSTRUCTION PROCESS, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY BY THE CONTRACTOR IF MORE OR LESS WORK IS REQUIRED THAN WHAT THESE PLANS SHOW.
12. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT.
13. ALL UTILITY TIE-INS TO BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
14. ANY EXISTING WELL LOCATED ON THIS PROPERTY MUST BE ELIMINATED BY A CERTIFIED WELL DRILLER, PROPER DOCUMENTATION SHALL BE PROVIDED TO LEHI CITY WATER DEPARTMENT.
15. ROAD STUBS CONSTRUCTED FOR FUTURE CONNECTION SHALL BE BLOCKED OFF WITH BARRICADED AND/OR APPROPRIATE SIGNAGE PER MUTCD REQUIREMENTS.
16. ALL HYDRANTS AND BLOW OFF VALVES NOT LOCATED IN A PLANTER STRIP REQUIRE TRAFFIC PROTECTION.
17. PRIOR TO A PRE-CONSTRUCTION MEETING, IRRIGATION OWNERS SIGNATURE FOR ALL IRRIGATION DITCH MODIFICATIONS WILL BE REQUIRED.

PROJECT BASIS OF BEARING AND BENCHMARK

PROJECT BASIS OF BEARING:
THE PROJECT BASIS OF BEARING IS SOUTH 89°56'53" EAST BETWEEN THE WEST QUARTER OF SECTION 32 (TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN), A FOUND BRASS CAP, AND THE EAST QUARTER OF SAID SECTION SECTION 32, A FOUND BRASS CAP.

PROJECT BENCHMARK:
THE PROJECT BENCHMARK IS THE WEST QUARTER OF SAID SECTION SECTION 32, A FOUND BRASS CAP, HAVING AN ELEVATION OF 4717.18'.

PROJECT TOPOGRAPHY: THE PROJECT WAS DESIGNED WITH PHOTOGRAMMETRIC TOPOGRAPHY BY WILDING ENGINEERING.

LEHI CITY UTILITY NOTES

WATERLINE NOTES:

1. CULINARY SERVICE LATERALS TO BE 3/4" SERVICES.
2. ALL CULINARY WATERLINES SHALL BE 48" BELOW FINISHED GRADE TO TOP OF PIPE.
3. ALL VALVE COVERS TO BE RAISED OR LOWERED TO FINISHED GRADE.
4. CULINARY WATER SERVICE LATERALS TO FOLLOW THE LEHI CITY STANDARDS.
5. WATER LATERALS TO BE STUBBED 15' INSIDE PROPERTY AND MARKED WITH A TREATED 2X4 PAINTED BLUE.
6. CONTRACTOR TO ADJUST DEPTH OF WATERLINE TO CLEAR STORM DRAIN LINES.
7. EXISTING UTILITY SERVICES WILL NEED TO BE ELIMINATED PER LEHI CITY STANDARDS
8. ALL WATER AND PI METERS TO BE INSTALLED IN THE PLANTER STRIP.

SEWER NOTES:

1. ALL SANITARY SEWER CONSTRUCTION AND MATERIALS SHALL COMPLY WITH LEHI CITY STANDARDS AND CONSTRUCTION SPECIFICATIONS.
2. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW SEWER LINES.
3. FOUR FEET MINIMUM OF COVER IS REQUIRED OVER ALL SEWER LINES.
4. ALL MANHOLE LIDS TO BE RAISED OR LOWERED TO FINISHED GRADE.
5. SEWER LATERALS TO BE STUBBED 15' INSIDE PROPERTY AND MARKED WITH A TREATED 2X4 PAINTED GREEN.
6. ALL SEWER TO BE BACKFILLED WITH DISTRICT APPROVED SELECT BACKFILL, AND COMPACTED PER DISTRICT STANDARDS.

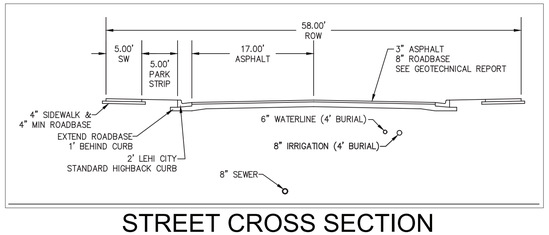
EROSION CONTROL NOTES:

1. CONTRACTOR TO PROVIDE DUST CONTROL AT ALL TIMES. CONTRACTOR SHALL PROVIDE THE NECESSARY MITIGATION TO KEEP DUST TO THE ACCEPTABLE LIMITS IDENTIFIED IN THE AIR QUALITY PERMIT OBTAINED FROM THE STATE OF UTAH, DEPARTMENT OF AIR QUALITY, DIVISION OF AIR QUALITY. IGNORANCE OF THESE CODES AND STATUTES IS NOT AN ACCEPTABLE REASON FOR NOT COMPLYING WITH THESE REQUIREMENTS. THE CITY INSPECTOR MAY REQUIRE SOIL ADDITIVES TO CONTROL DUST. PROVISIONS TO CONTROL DUST MUST BE ON SITE AND OPERATIONAL PRIOR TO ANY LAND DISTURBANCE.
2. EXISTING PAVED ROADWAYS ARE TO BE KEPT CLEAN AT ALL TIMES. CONTRACTOR TO MAINTAIN STREETS TO BE FREE FROM DIRT AND DEBRIS.
3. SILT FENCES, TEMPORARY SEDIMENT TRAPS, TEMPORARY BERMS, AND OTHER EROSION CONTROL DEVICES ARE TO BE INSPECTED AND MAINTAINED WITHIN 24 HOURS AFTER EACH SIGNIFICANT STORM EVENT (0.5 INCHES) OR TWICE MONTHLY.
4. CONTRACTOR TO REPLACE DAMAGED EROSION CONTROL DEVICES, OR DEVICES THAT DO NOT FUNCTION PROPERLY.
5. ENVIRONMENTAL FENCE NOT NEEDED WHERE EXISTING FENCES EXIST ON ADJACENT PROPERTY.

PRELIMINARY SUBMITTAL NOTES

THE FOLLOWING ITEMS WILL BE REVIEWED AT THE TIME OF FINAL PLAT REVIEW, AND THUS, HAVE NOT BEEN SHOWN WITH THIS PRELIMINARY SUBMITTAL.

1. PLAN & PROFILES/CONSTRUCTION DRAWINGS OF PUBLIC IMPROVEMENTS
2. ALL PIPE TYPES, SPECIFIC LOCATIONS, & DETAILS
3. VALVES
4. BLOWOFFS (INCLUDING SIZE, TYPE, & PROTECTION)
5. MANHOLES, BOXES, AND RELATED DETAILS
6. WATER & SEWER SERVICE DETAILS
7. FIRE HYDRANTS
8. LOT LINE UTILITY EASEMENTS
9. STREET LIGHTS, STREET SIGNS, AND TRAFFIC SIGNS
10. POWER LINE EXTENSIONS, AND DOME/TRANSFORMER LOCATIONS
11. LOT ADDRESSES
12. CBR VALUES AND ROAD SUB-BASE
13. SUBDIVISION MONUMENTATION AND LOT CORNER MARKERS.



STREET CROSS SECTION

VICINITY MAP



SHEET INDEX

C101	COVER SHEET
1 OF 1	LEHI MEDICAL PROPERTY RECORD OF SURVEY
1 OF 1	LEHI MEDICAL – PHASE 2 PLAT
C201	MASTER UTILITY PLAN
C202	MASTER GRADING PLAN

CONTACT INFORMATION:

OWNER:
LEHI MEDICAL PARTNERS, LLC

DEVELOPER:
FORT STREET PARTNERS
CONTACT: HEATHER LLEWELYN
PHONE: 801.503.5760
heather@fortstreetpartners.com

ENGINEER:
WILDING ENGINEERING
CONTACT: MIKE CARLTON
PHONE: 801.553.8112
mcarlton@wildingengineering.com

SURVEYOR:
WILDING ENGINEERING
CONTACT: KAGAN DIXON
PHONE: 801.553.8112
kdixon@wildingengineering.com

WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

DRAWING NOTES:

G:\DATA\22016 Lehi Medical\dwg\Prelim\Phase 2 Residential\22016 Lehi Medical Phase 2 C101 Overall.dwg
PLOT DATE: May 20, 2022

NO.	REVISION	DATE

PROJECT INFORMATION

LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION

PRELIMINARY PLAT

COVER SHEET
LEHI CITY, UTAH

DRAWN	CHECKED	PROJECT #
TMC	MEC	22016

LICENSED PROFESSIONAL ENGINEER
No. 5251757
MIKE E. CARLTON
05/20/2022
STATE OF UTAH
ENGINEER'S STAMP

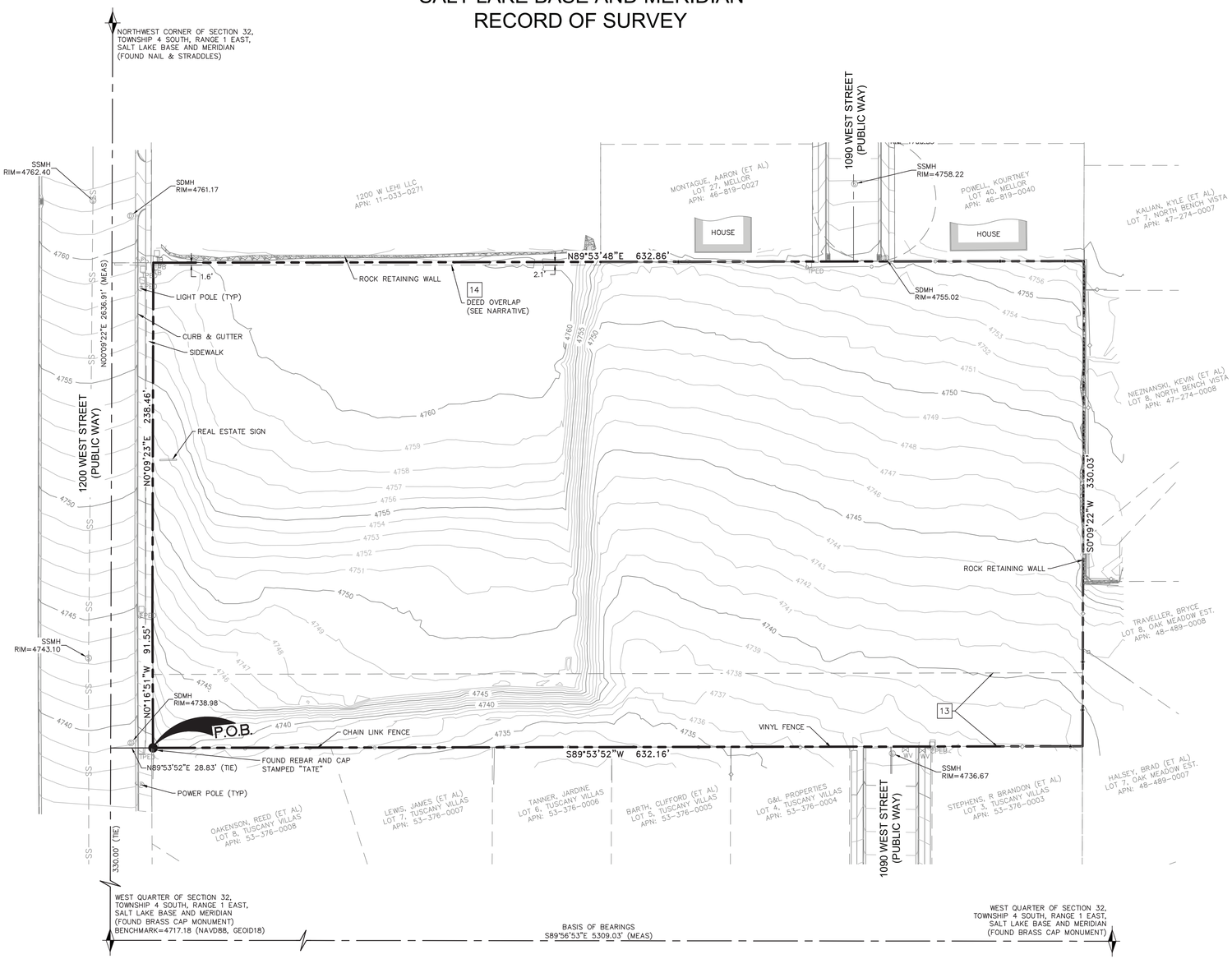
DATE 2/28/22

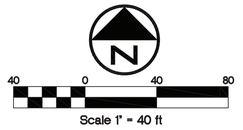
SCALE NONE

SHEET C101

LEHI MEDICAL PROPERTY

LOCATED IN THE NORTHWEST QUARTER OF SECTION 32,
TOWNSHIP 4 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY





SURVEYOR'S CERTIFICATE:

I, KAGAN M. DIXON, SALT LAKE CITY, UTAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH; THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY; THAT THIS PLAT CORRECTLY SHOWS THE TRUE DIMENSIONS OF THE BOUNDARIES SURVEYED AND OF THE VISIBLE IMPROVEMENTS AFFECTING THE BOUNDARIES AND THEIR POSITION IN RELATIONSHIP TO SAID BOUNDARIES.



TITLE DESCRIPTION

BEGINNING AT A POINT WHICH IS 330.0 FEET NORTH AND 0.91 FEET EAST OF THE WEST QUARTER CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°9'30" EAST 330.0 FEET; THENCE NORTH 89°54' EAST 661.0 FEET; THENCE SOUTH 0°9'30" WEST 330.0 FEET; THENCE SOUTH 89°54' WEST 661.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING

A PARCEL OF LAND IN FEE FOR THE RECONSTRUCTION, AND WIDENING OF THE LEHI 1200 WEST ROADWAY AND APPURTENANT FEATURES, BEING PART OF AN ENTIRE TRACT OF REAL PROPERTY DESCRIBED IN ENTRY NUMBER 110720:2012 OF THE OFFICIAL RECORDS OF UTAH COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, LOCATED IN LEHI, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE GRANTOR'S PROPERTY, WHICH POINT IS LOCATED 330.00 FEET NORTH 0°00'00" EAST AND 0.91 FEET SOUTH 90°00'00" EAST FROM THE WEST QUARTER CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°09'30" EAST 330.00 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID PROPERTY; THENCE NORTH 89°54'00" EAST 28.13 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID PROPERTY; THENCE SOUTH 0°09'30" WEST 238.45 FEET; THENCE SOUTH 0°16'44" EAST 91.55 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID PROPERTY; THENCE SOUTH 89°54'00" WEST 28.83 FEET ALONG SAID SOUTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

AS-SURVEYED DESCRIPTION

A TRACT OF LAND BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 89°56'53"EAST BETWEEN THE WEST QUARTER AND THE EAST QUARTER OF SAID SECTION 32, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS ON THE EAST RIGHT-OF-WAY LINE OF 1200 WEST STREET, SAID POINT ALSO BEING NORTH 00°09'22" EAST ALONG THE SECTION LINE A DISTANCE OF 330.00 FEET AND NORTH 89°53'52" EAST 28.83 FEET FROM THE WEST QUARTER OF SAID SECTION 32, AND RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES, 1) NORTH 00°16'51" WEST 91.55 FEET, 2) NORTH 00°09'23" EAST 238.46 FEET TO A PROLONGATION OF THE SOUTH LINE OF PLAT "A", MELLOR SUBDIVISION, ON FIL WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13664; THENCE NORTH 89°53'48" EAST ALONG SAID LINE A DISTANCE OF 632.86 FEET TO THE WEST LINE OF PLAT "A"AMENDED, NORTH BENCH VISTA SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 12467; THENCE SOUTH 00°09'22" WEST ALONG SAID WEST LINE AND THE WEST LINE OF PLAT "A", OAK MEADOW ESTATES SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 16078 A DISTANCE OF 330.03 FEET TO THE NORTHEAST CORNER OF PLAT "A", TUSCANY VILLAS SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 12127; THENCE SOUTH 89°53'52" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 632.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 208,824 SQUARE FEET OR 4.794 ACRES, MORE OR LESS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°56'53"EAST BETWEEN THE WEST QUARTER AND THE EAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

NARRATIVE OF BOUNDARY

THE PURPOSE OF THIS SURVEY WAS TO LOCATE AND MONUMENT ON THE GROUND THE SURVEYED PROPERTY SHOWN HEREON. ADJOINING SUBDIVISIONS WERE HELD AS THE COMMON BOUNDARY LINE. A MATHEMATICAL OVERLAP BETWEEN THE SURVEYED PROPERTY AND THE NORTH ADJOINER ON THE WESTERLY HALF OF THE PROPERTY WAS FOUND. WHILE IT IS NOT BELIEVED THAT ACQUIESCENCE HAS TAKEN PLACE, BASED ON OCCUPATION EVIDENCE, IT IS SUGGESTED THAT A BOUNDARY LINE AGREEMENT BE RECORDED WITH THE BOUNDARY SHOWN ON THIS SURVEY.

GENERAL NOTES

(1) OTHER DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY:
1. COMMITMENT FOR TITLE INSURANCE ISSUES BY TITLE RESOURCES GUARANTY COMPANY, COMMITMENT NO. 21434502, DATED OCTOBER 20, 2021.
2. OTHER DOCUMENTS AS SHOWN ON THIS MAP

(2) WILDING ENGINEERING SURVEYED ABOVE GROUND VISIBLE EVIDENCE OF STRUCTURES THAT WOULD INDICATE THE POSSIBILITY OF AN EXISTING EASEMENT OR ENCUMBRANCE ON THE PROPERTY, HOWEVER WE RELIED UPON THE TITLE COMPANY TO RESEARCH THE COUNTY RECORDS FOR RECORDED EASEMENTS AND OTHER RECORDED ENCUMBRANCES THAT WOULD AFFECT THE PROPERTY AND THAT MAY OR MAY NOT BE READILY VISIBLE ON THE SITE TO BE SURVEYED AND SHOWN ON THIS MAP. WE REFERRED TO SCHEDULE B, PART 2 OF THE TITLE REPORT TO OBTAIN THIS INFORMATION.

(3) EXCEPTIONS AS SHOWN IN SCHEDULE B, PART 2 OF THE ABOVE REFERENCED TITLE INSURANCE COMMITMENT HAVE BEEN ADDRESSED AS FOLLOWS:

1–12 NOT ADDRESSED BY THIS SURVEY.

13 AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FOR IN A/AN WARRANTY DEED.
RECORDED: AUGUST 4, 1983
ENTRY NO.: 23281
BOOK/PAGE: 2068/397, RECORDS OF UTAH COUNTY, UTAH.

RECORDED: AUGUST 11, 1983
ENTRY NO.: 24145
BOOK/PAGE: 2070/102, RECORDS OF UTAH COUNTY, UTAH.
SURVEY NOTES: AS SHOWN HEREON.

14 ANY CONFLICTING INTEREST OF VIDI VICI, LLC, A UTAH LIMITED LIABILITY COMPANY OVER AND ACROSS THE NORTH APPROXIMATE TWO (2) FEET CREATED BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 30, 2012 AS ENTRY NO. 35561:2012, UTAH COUNTY RECORDER'S OFFICE, UTAH.
SURVEY NOTES: OVERLAP SHOWN HEREON, SEE NARRATIVE FOR MORE INFORMATION.

15 AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A/AN EASEMENT.
RECORDED: SEPTEMBER 14, 2012
ENTRY NO.: 78870–2012.
SURVEY NOTES: THIS EASEMENT IS NOW CONTAINED WITHIN THE 1200 WEST STREET RIGHT OF WAY AND AS SUCH, HAS NOT BEEN ADDRESSED WITH THIS SURVEY.

16–17 NOT ADDRESSED BY THIS SURVEY.

LEGEND

SECTION LINE
FOUND SECTION CORNER
EXISTING ROW CENTERLINE
FOUND REBAR AND CAP
SET 5/8 REBAR AND CAP (WILDING ENGINEERING) (BOUNDARY LINE)
ADJACENT PROPERTY / ROW LINE

WILDING ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

G:\DATA\22016 Lehi Medical\dwg\22016 ROS.dwg
PLOT DATE: Feb 15, 2022

UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD OBSERVATIONS AND UTILITY MARKINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES STATE THAT THE UTILITIES SHOWN HEREON ARE LOCATED AS ACCURATELY AS POSSIBLE, FROM INFORMATION AVAILABLE AT THE TIME THE SURVEY WAS CONDUCTED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES AND THE EXACT LOCATION OF SOME UTILITIES MAY REQUIRE FURTHER FIELD INVESTIGATION OR EXCAVATION TO DETERMINE THEIR PRECISE LOCATIONS.

NO.	REVISION	DATE

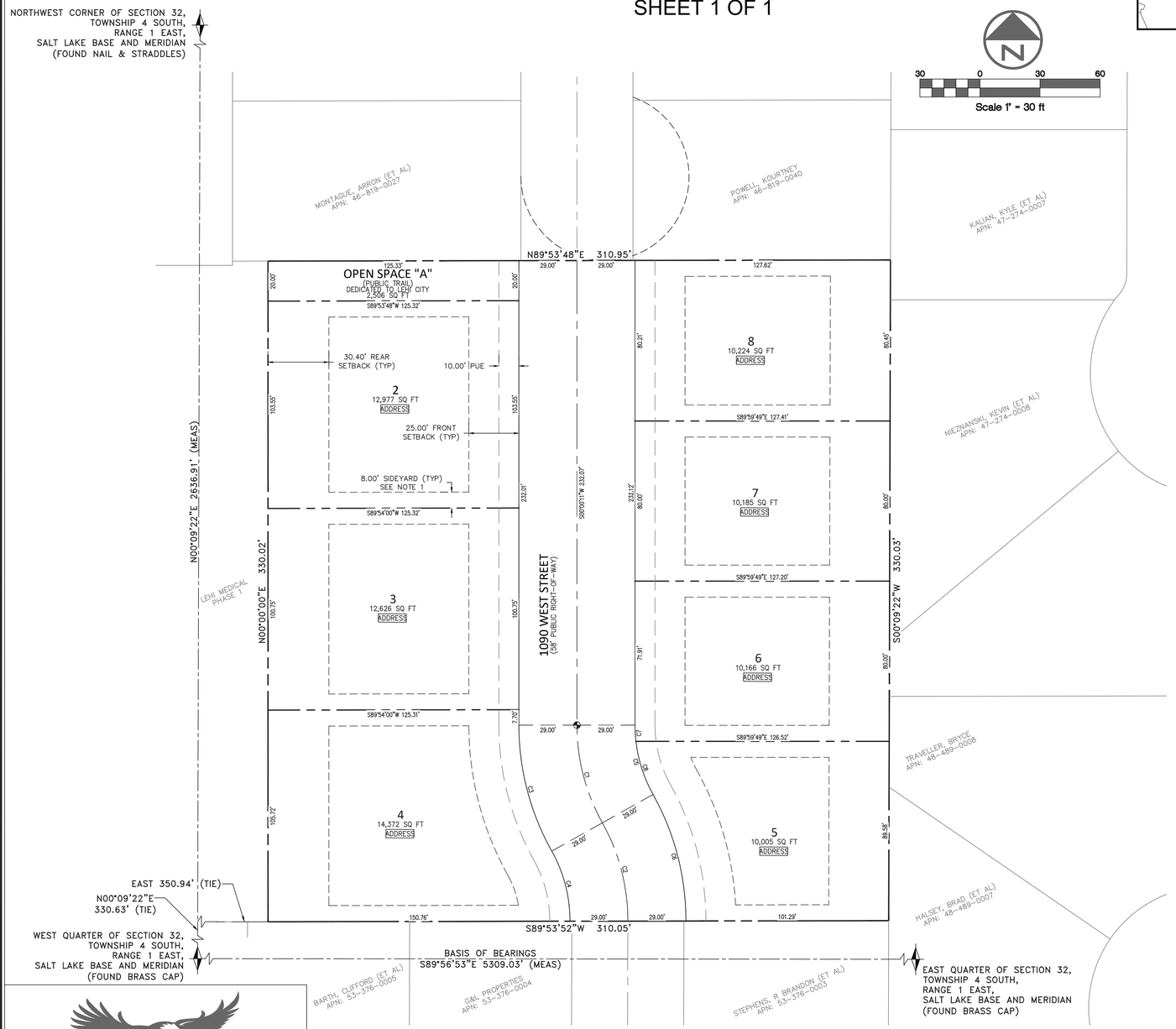
DRAWING TITLE	RECORD OF SURVEY
PROJECT NAME	FORT STREET PARTNERS
LOCATION	APPROX. 3350 N 1200 W
DRAWN	KMD
CHECKED	KMD
	LEHI, UTAH
COUNTY	UTAH
DATE	2/15/2022
SCALE	1" = 40'
SHEET	1 OF 1

LEHI MEDICAL - PHASE 2

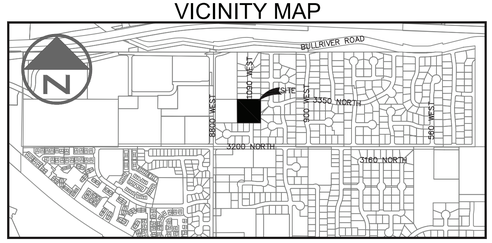
A RESIDENTIAL SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST; SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 1



VICINITY MAP



SURVEYOR'S CERTIFICATE

I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

LEHI MEDICAL - PHASE 2

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

A TRACT OF LAND BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF SOUTH 89°56'53" EAST BETWEEN THE WEST QUARTER AND THE EAST QUARTER OF SAID SECTION 32, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 00°09'22" EAST ALONG THE SECTION LINE, A DISTANCE OF 330.63 FEET, AND EAST 350.94 FEET, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF PLAT "A", TUSCANY VILLAS SUBDIVISION, ON FILE WITH THE UTAH COUNTY RECORDER AS MAP FILING NO. 12127; THENCE NORTH 330.02 FEET TO THE SOUTH LINE OF PLAT "A", MELLOR SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13664; THENCE NORTH 89°53'48" EAST ALONG SAID LINE A DISTANCE OF 310.95 FEET TO THE WEST LINE OF PLAT "A" AMENDED, NORTH BENCH VISTA SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 12467; THENCE SOUTH 00°09'22" WEST ALONG SAID WEST LINE AND THE WEST LINE OF PLAT "A", OAK MEADOW ESTATES SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 16078 A DISTANCE OF 330.03 FEET TO THE NORTHEAST CORNER OF SAID PLAT "A", TUSCANY VILLAS SUBDIVISION; THENCE SOUTH 89°53'52" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 310.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.35 ACRES, MORE OR LESS.

SURVEYOR

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	51.00'	100.00'	29°13'22"	S14°36'30"E	50.45'
C2	51.27'	100.00'	29°22'35"	S14°31'54"E	50.71'
C3	65.79'	129.00'	29°13'22"	S14°36'30"E	65.08'
C4	36.53'	71.00'	29°28'55"	S14°28'43"E	36.13'
C5	36.21'	71.00'	29°13'22"	S14°36'30"E	35.82'
C6	66.01'	129.00'	29°19'05"	S14°33'38"E	65.29'
C7	8.11'	71.00'	6°32'43"	S03°16'11"E	8.11'
C8	28.10'	71.00'	22°40'39"	S17°52'52"E	27.92'

NOTES:
1. THIS SUBDIVISION IS WITHIN THE LEHI CITY R-1-10 ZONE AND IS SUBJECT TO SETBACK REQUIREMENTS CONSISTENT WITH THIS ZONE. SIDEYARD REQUIREMENTS ARE AN 8' MINIMUM SIDEYARD WITH A TOTAL MINIMUM SIDEYARD OF 20'.
2.

TABULATIONS

TOTAL AREA	2.35 ACRES
7 LOTS	1.85 ACRES
OVERALL DENSITY	2.98 LOTS/ACRE
SMALLEST LOT SIZE	10,005 SQ FT
LARGEST LOT SIZE	14,372 SQ FT
AVERAGE LOT SIZE	11,507 SQ FT
ROW DEDICATION	0.44 ACRES

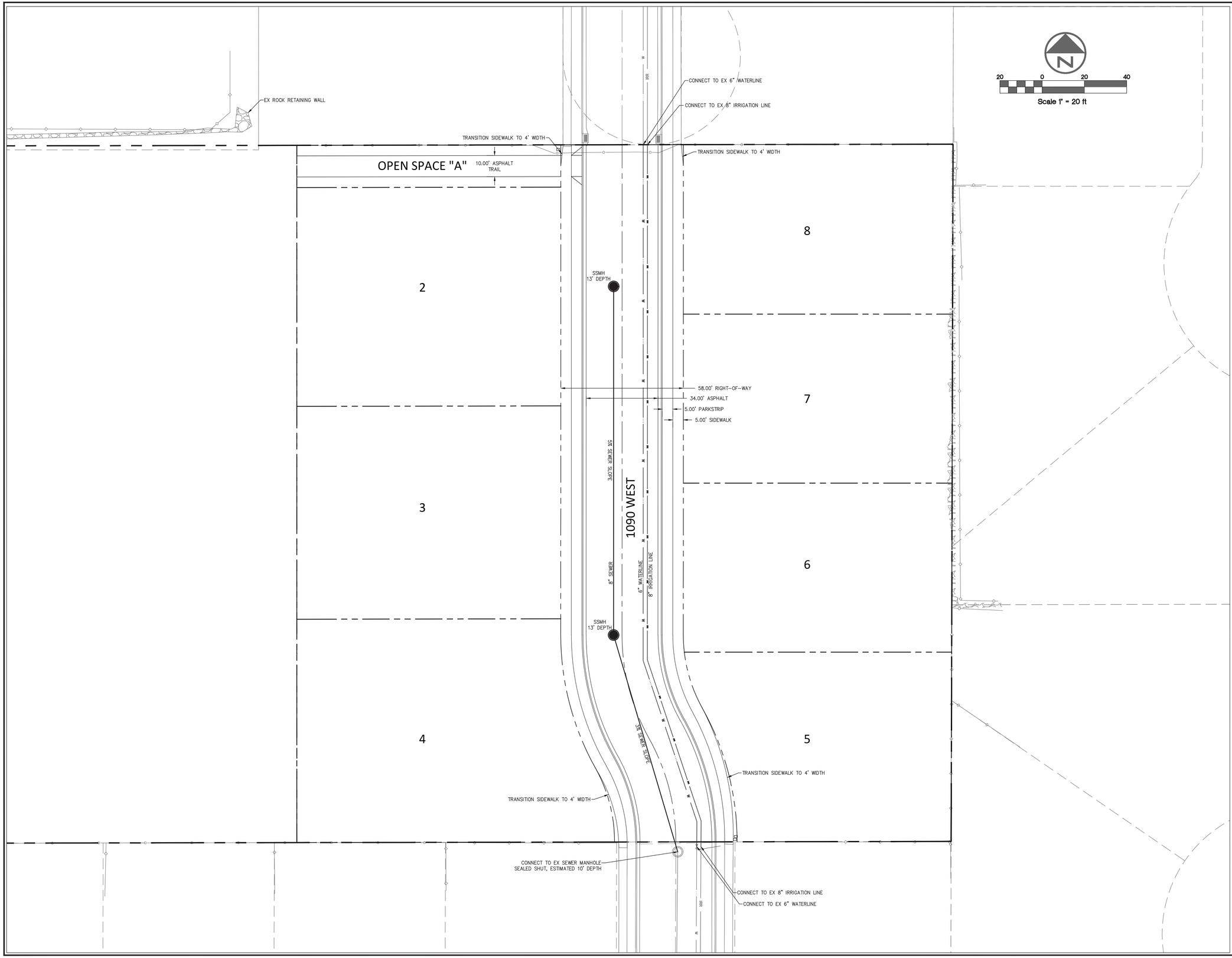
LEGEND

- FOUND SECTION CORNER
- SET 5/8 REBAR AND CAP (WILDING ENGINEERING)
- STREET MONUMENT
- SECTION LINE
- (BOUNDARY LINE)
- ROW CENTERLINE
- PUBLIC UTILITY EASEMENT
- BUILDING SETBACK LINE
- ADJACENT PROPERTY / ROW LINE

WILDING ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
801.553.8112
WWW.WILDINGENGINEERING.COM

G:\DATA\22016 Lehi Medical\dwg\Prelim\Phase 2 Residential\Lehi Medical Residential Plat-prelim.dwg
PLOT DATE: March 9, 2022

LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST; SALT LAKE BASE AND MERIDIAN
SHEET 1 OF 1



WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

DRAWING NOTES:
.

LEGEND
- W — EXISTING WATERLINE
- W — PROPOSED WATERLINE
- IRR — EXISTING IRRIGATION LINE
- IRR — PROPOSED IRRIGATION LINE
- EXISTING SEWER
- PROPOSED SEWER

G:\DATA\22016 Lehi Medical\dwg\Prelim\Phase 2 Residential\22016 Lehi Medical Phase 2 C101 Overall.dwg
PLOT DATE: May 20, 2022

NO.	REVISION	DATE

PROJECT INFORMATION

LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION

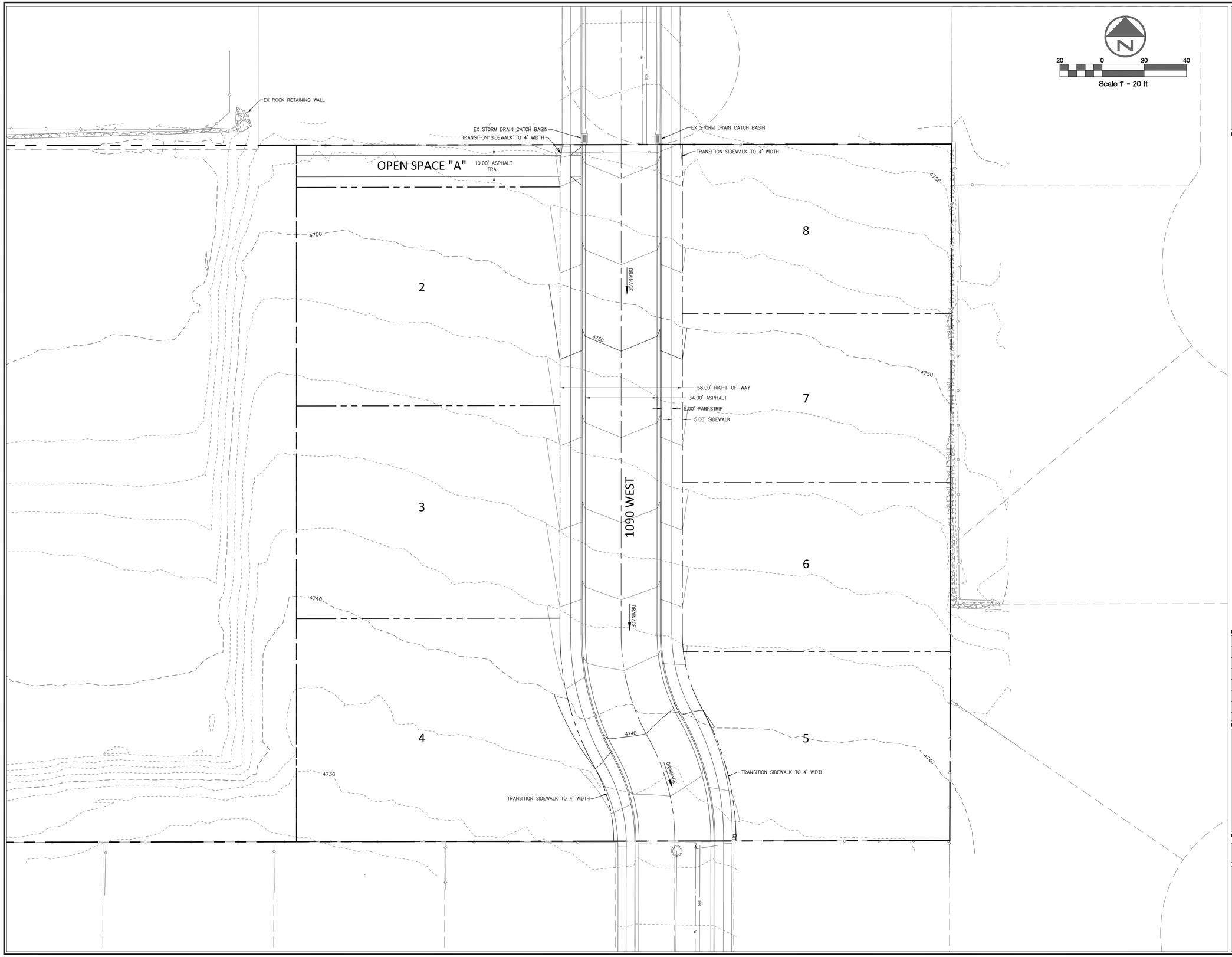
PRELIMINARY PLAT

MASTER UTILITY PLAN
LEHI CITY, UTAH

DRAWN	CHECKED	PROJECT #
TMC	MEC	22016

LICENSED PROFESSIONAL ENGINEER
No. 5251757
MIKE E. CARLTON
05/20/2022
STATE OF UTAH
ENGINEER'S STAMP

DATE 2/28/22
SCALE 1" = 20'
SHEET C201



WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

DRAWING NOTES:
.

LEGEND
- EXISTING INDEX CONTOUR (10')
- EXISTING CONTOUR (2')
- PROPOSED INDEX CONTOUR (10')
- PROPOSED CONTOUR (2')

G:\DATA\22016 Lehi Medical\dwg\Prelim\Phase 2 Residential\22016 Lehi Medical Phase 2 C101 Overall.dwg
PLOT DATE: May 20, 2022

NO.	REVISION	DATE

PROJECT INFORMATION

LEHI MEDICAL - PHASE 2
A RESIDENTIAL SUBDIVISION
PRELIMINARY PLAT
GRADING AND DRAINAGE PLAN
LEHI CITY, UTAH

DRAWN	CHECKED	PROJECT #
TMC	MEC	22016

LICENSED PROFESSIONAL ENGINEER
No. 5251757
MIKE E. CARLTON
05/20/2022
STATE OF UTAH
ENGINEER'S STAMP

DATE: 2/28/22
SCALE: 1" = 20'
SHEET: C202

Lehi Medical Phase 2 Preliminary Subdivision

Aerial

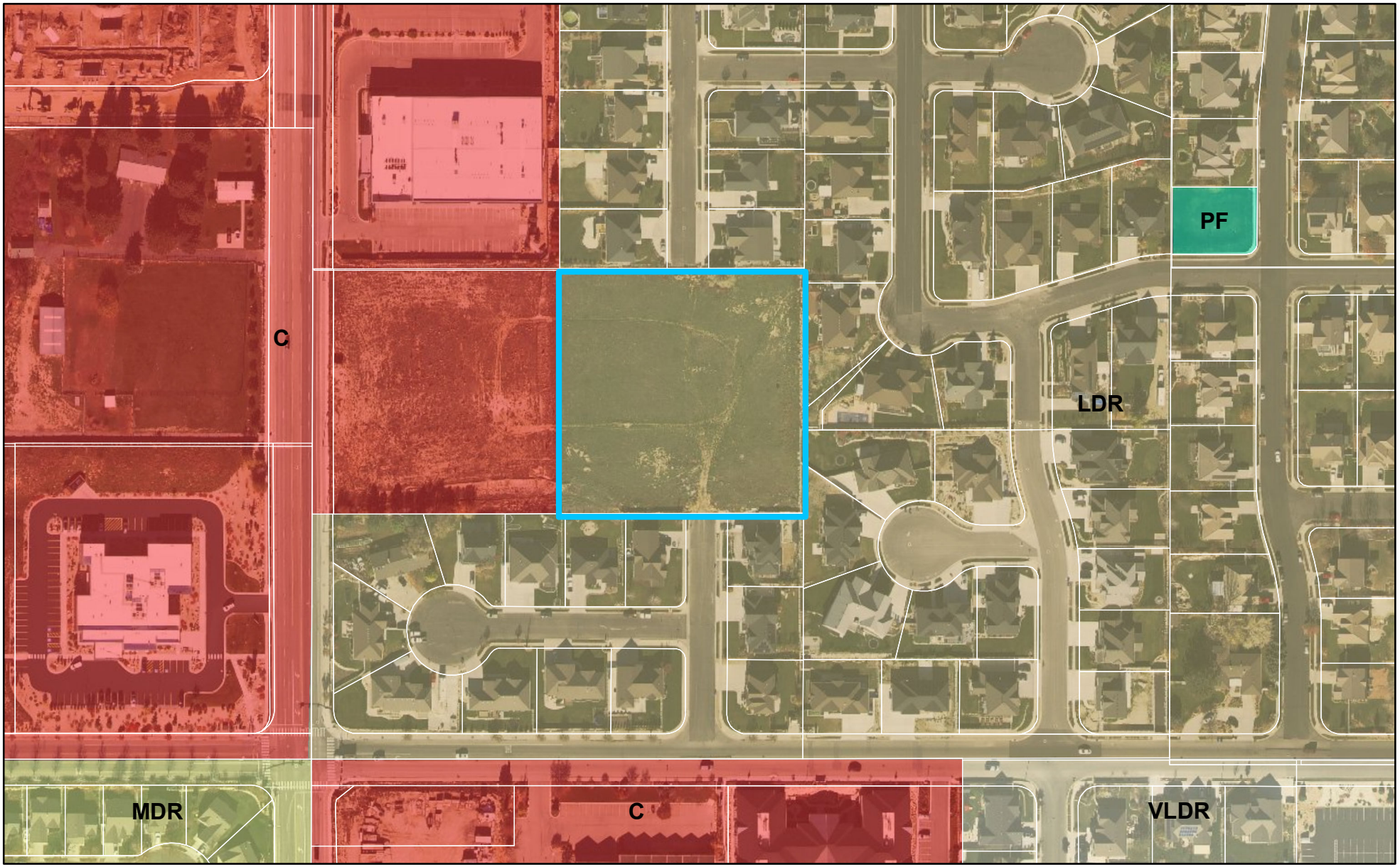


0 220 440 Feet

LEHI CITY

Lehi Medical Phase 2 Preliminary Subdivision

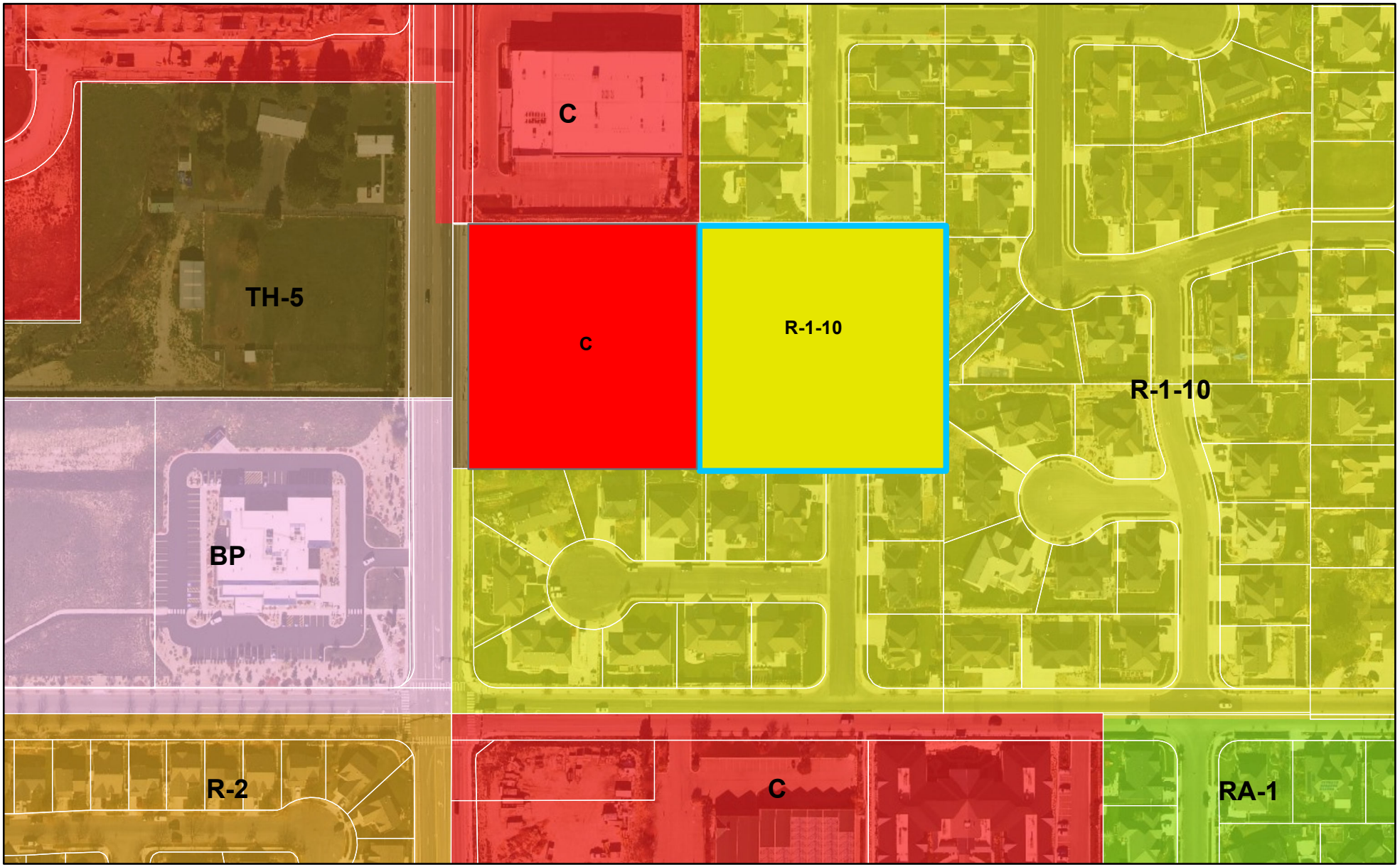
General Plan



LEHI CITY

Lehi Medical Phase 2 Preliminary Subdivision

Zoning



0 220 440 Feet

LEHI CITY

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Sierra Pierson
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #40-2022, a Development Code Amendment to Chapter 28, Resort Community Zone, amending the percentages of resort, residential, and commercial uses with the zone.

Suggested Action:

Attachments:

CC Staff Report Chapter 28 Development Code Amendment 08.09.22.docx

Amendment to Chapter 28- Thanksgiving Station LLC DRC 07.06.22.docx

Ord 40-2022.docx

Ch 28 Resort Community - 2022 Development Code Amendment - 6.29.22 FINAL REDLINES.pdf

Chapter 28 Development Code Amendment - narrative.pdf

Chapter 28 Development Code Amendment - acreage breakdown.pdf

CHAPTER 28 DEVELOPMENT CODE AMENDMENT – RESORT COMMUNITY ZONE (RC)

CITY COUNCIL REPORT

Applicant	Thanksgiving Station LLC
Meeting Date	August 9, 2022
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	July 6, 2022
Date of Planning Commission Review	July 14, 2022

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

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

REPORT ANALYSIS

Thanksgiving Station LCC requests review and approval of a Development Code amendment to Chapter 28, Resort Community Zone (RC). The proposed amendment updates the existing Code regarding the Resort Community zone to address the existing conditions and future goals for the area. This amendment is being proposed after the approval of the Thanksgiving Station development concept plan and the adoption of the updated General Plan in January 2022. The concept plan and General Plan showed an additional 2,000 units in the Resort Community area developed as a Transit oriented Development. To accommodate the additional residential and commercial uses, the Resort Community requirements need to be updated to address new percentages of resort, residential, and commercial uses. The proposed amendment will accompany the future area plan amendment to direct the Thanksgiving Station development.

In addition to addressing the percentages for resort, residential, and commercial uses, the amendment also adds clarification on what types of developments fall under these uses. These percentages were determined after review-

ing the existing land uses and the known proposed future land uses. The applicant has included a table that shows how the percentages were determined. In addition, the amendment removes references to code sections that are no longer applicable and adds language to describe the goals of the Resort Community zone.

The DRC had two redline comments regarding the proposed amendment, which include the following:

1. Recommend including convenience stores under the definition of commercial uses.
2. On the Police Sub-Station item in Section 28.050 B, add same wording as the Fire/EMS Sub-station of "if deemed necessary by Lehi City".

Please consider including all of the DRC comments as a part of the motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed Development Code amendment is in accordance with the approved Thanksgiving Station Concept Plan.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

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

3.7) Public hearing and recommendation of Thanksgiving Station LLC's request for review of a Development Code Amendment to Chapter 28, Resort Community Zone, amending the percentages of resort, residential, and commercial uses with the zone.
Jacob Curtis presented information on the agenda item.

The applicant, John Bankhead with Gardner Company, was present and addressed the Commission. He stated the code will revise the uses to help with the growth and development and the definition of a resort community.

Commissioner Nielsen opened the public hearing and acknowledged online comments from Bill Hereth.

Commissioner Nielsen closed the public hearing.

> **Motion:** Commissioner Jackson moved to send a positive recommendation of **Thanksgiving Station LLC's request for review of a Development Code Amendment to Chapter 28, Resort Community Zone, amending the percentages of resort, residential, and commercial uses with the zone;** including all DRC comments, additionally recommending that 28-0-70A uses of the word "should" must be changed to "shall", the height of roofs listed at 38 feet need to be changed to 35 feet, under 28-0-30B the Commission requests the Council to define whether undeveloped land counts in the definition, the findings are consistent with the direction of the City where a viable TOD is being developed in this area under the current General Plan. Commissioner Eyre seconded. All in favor.
>
> **Vote:** Commissioner Nielsen, yes; Commissioner Everett, yes; Commissioner Britton, yes; Commissioner Carlson; yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Newall, yes. The vote passed unanimously.

Amendment to Chapter 28- Thanksgiving Station LLC
DRC Redline Comments

*Thanksgiving Station LLC – requests review of an **amendment to Chapter 28** – Resort Community Zone of the Development Code, amending the percentages of resort, residential, and commercial uses within the zone.*

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Matthew Meier, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Representatives of the Applicant Present: Howard Cooke, John Bankhead
Date of Plans Reviewed: **6/29/22**
Time Start: 3:15 PM
Time End: 3:30 PM

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
1. Recommend including convenience stores under the definition of commercial uses.
2. On the Police Sub-Station item in Section 28.050 B, add same wording as the Fire/EMS Sub-station of "if deemed necessary by Lehi City".

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 14TH

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: 40-2022

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 28, RESORT COMMUNITY ZONE

WHEREAS, it has become necessary to amend Chapter 28 of the Lehi City Development Code, updating the requirements for the Resort Community Zone; and

WHEREAS, this amendment seeks to clarify the allow percentages of land uses within the Resort Community Zone; and

WHEREAS, following a public hearing on July 14, 2022, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 9, 2022, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 14, 2022, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 28 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 28 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance -2022 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

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

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

Approved and Adopted by the City Council of Lehi City this 9th day of August, 2022.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

CHAPTER 28

RESORT COMMUNITY ZONE (RC)

(Amended 09/11/18)

Section 28.010. Purpose and Intent.
Section 28.020. Resort Description.
Section 28.030. Minimum Eligibility Requirements.
Section 28.040. Allowed Uses.
Section 28.050. Public Support Requirements.
Section 28.060. Procedures for Establishment of a Resort Community Zone.
Section 28.070. Development Standards.
Section 28.080. Residential Design Standards.
Section 28.090. Development Approvals and Permits.
Section 28.100. Hospitality Incentives.
Section 28.110. Inspection and Occupancy.
Section 28.120. Variations from Development Code and Design Standards.

Section 28.010. Purpose and Intent.

The intent of the Resort Community Zone and this Chapter is to recognize and provide for the orderly development of certain properties as a tourist, convention, hospitality, business, and gathering destination and to provide for the implementation of the Lehi City General Plan. Furthermore, this ordinance and the standards for development contained herein are intended specifically to accomplish the following:

A. Recognize and promote the potential of Lehi City as the premier destination community in Utah and the Western States, with its strategic locale centralized among major population centers, public transit, and interstate transportation ways.

B. Recognize the uniqueness of Lehi's position in: Utah's technology sector, family-oriented tourist destination, and proximity to public transit. Encourage the development and operation of facilities catering to tourists, businesses, employees, local families, and convention/group-related events which will ultimately bring all levels of consumers to the City.

C. Capture previously unreachable tax revenues by providing an incentive for business owners, new residents, and retail operators from outside the area to locate in the new destination community of Lehi City.

D. Accommodate the mixed and progressive development of land, facilities, and buildings that intermingle various uses while maintaining a harmonious relationship, and while protecting the health, safety, and long-term welfare of the community.

E. Enhance local property values by creating a property use zone that is completely unique to the State and surrounding states, and that attracts world-class business operators.

F. Support public service entities such as Police and Fire Departments by dedicating land or utilizing certain space within the Resort Community Zone at no cost to the City.

G. Allow the City to more quickly realize retail tax revenues by providing for the timely development of the resort property through an expedited approval and permit process of individual projects.

H. Allow the City to encourage and facilitate more detailed and specific planning and analysis for certain areas of the City.

I. Establish provisions and requirements which enable the City to address unique areas of the City or where other characteristics exist that warrant a comprehensive set of land use policies and standards which will encourage an efficient and imaginative development pattern.

An application for approval of a Resort Community Zone is a request by the applicant for additional flexibility beyond that allowed by the traditional zones within the City. It is the sole responsibility and burden of the applicant to convince the Planning Commission and City Council that the proposed Resort Community Zone is preferable to traditional zoning. Approval for use of the Resort Community Zone lies at the discretion of the City Council.

Section 28.020. Resort Descriptions.

A Resort Community Zone may include a cohesive and complimentary mixture of land uses, including commercial, residential, recreational, and/or business park. A Resort Community Zone shall largely include facilities and venues that have destination orientation, commercial uses and residential projects that encourage use by tourists and visitors from outside the City as well as residents and employees that live and work in the Resort Area. Uses should focus on services for tourists, visitors, and the local community.

A unifying design and operating theme should unite the varied and mixed uses. Development should pro-

mote creative property configuration with usable public and private recreation areas, parks, pedestrian areas, and open space.

Section 28.030. Minimum Eligibility Requirements.

A property that is eligible for establishment as a Resort Community Zone must meet the following requirements:

A. The property must include a minimum area of seven hundred (700) contiguous acres.

B. Forty-five percent (45%) of the property shall be used for facilities and venues that are considered tourist, hospitality, or resort destinations. ~~The remaining fifty five percent (55%)~~ 35% of the property may be used as non-resort commercial. ~~business park, and resort related residential.~~ 20% of the property may be used as residential (residential uses not to exceed ~~10%~~ 20% of total property by acreage) as defined in an approved Area Plan.

Definitions:
Residential – Residential is a parcel used for permanent dwelling. Residential designation includes private roads, single family residences, multifamily dwellings, condominiums, apartments, townhomes, etc.
Commercial – Commercial uses shall be parcels whose use includes commercial office and non-food service retail uses.
Resort – Resort uses are parcels used for hospitality and tourism. Hospitality is defined as the reception, housing and entertainment of visitors or guests. The following uses may be considered: hospitality, food service, convenience stores, educational, entertainment, parks, golf course, civic uses, and museums.

C. The property in a Resort Community Zone is considered highly dependent upon traffic and visitors from outside the City, and shall be located in the I-15 corridor, being immediately adjacent to the Interstate or adjacent to a major arterial transportation corridor. If the arterial corridor is not an existing corridor, the developer of the proposed Resort Community Zone shall be responsible for the construction of the corridor. ~~Maintenance of the corridor shall also be the responsibility of the developer unless otherwise agreed upon between the City and the developer.~~

Section 28.040. Allowed Uses.

Each requested use must be authorized through an Area Plan that has been approved and adopted by the City Council pursuant to the provisions of Chapter 15, Area Plans, of this Code. Proposed uses will be reviewed for compatibility within the Resort Community Zone as well as compatibility with allowed uses in adjacent zones.

Section 28.050. Public Support Requirements

The large scale and public nature of a Resort Community Zone requires the specialized support of various public services. As part of the approval process, the City may require the property owners to make certain allowances within the Resort Community Zone property for public facilities and public support operations as follows:

A. Fire/EMS Sub-station. One half (1/2) acre of property shall be dedicated to the City, if deemed necessary by Lehi City, without cost whereon a Fire Sub-station may be constructed and operated by the City.

B. Police Sub-station. A facility or space within a facility shall be provided to the City without cost wherein a Police Sub-station may be operated.

~~C. Utility Transactions. A space within a facility shall be provided to the City without cost wherein the public and City may conduct transactions for public utilities.~~

~~D. Security Services. A professional security staff shall be employed by the property owners in an effort to help promote public safety. The resort's security staff shall cooperate with City Police and Fire Departments, but shall in no way or at any time replace or assume the responsibilities of the City Police and Fire Departments.~~

Section 28.060. Procedures for Establishment of Resort Community Zone. *(Amended 07/28/09)*

A. General Plan Amendment. All areas proposed for development as a Resort Community Zone shall require a General Plan Amendment in accordance with Chapter 4, Amendments, of this Code.

B. Master Development Concept Plan. Concurrent with any request to amend the Land Use Element of the General Plan to a Resort Community designation, a Master Development Concept Plan shall be submitted. A Master Development Concept Plan must be reviewed by the City Council, following Planning Commission and Reviewing Departments' evaluation, prior to property being designated as a Resort Community Land Use.

1. The Master Development Concept Plan gives

the applicant, Reviewing Departments, Planning Commission, and City Council an opportunity to discuss the development prior to the General Plan land use being established and prior to the preparation of a more detailed Area Plan. The applicant can use the Master Development Concept Plan meetings to ask questions and receive direction on project layout, as well as discuss the procedure for approval, specifications and requirements for layout of streets, drainage, water, sewerage, fire protection, mitigation of environmental impacts, and similar matters, and the availability of existing services.

2. The Master Development Concept Plan shall cover the entire area proposed as a RC Zone and shall identify in general terms the following:

(a) proposed land uses.

(b) overall layout and locations of uses including potential civic/religious uses.

(c) major infrastructure improvements that may be necessary.

(d) proposed site-planning standards including architecture and materials of buildings.

(e) park areas, open space areas, trails and other community amenities.

(f) proposed landscaping, buffering, and transitioning treatments.

(g) location of any critical lands.

(h) all other issues that must be addressed to allow a thorough informed review by the Reviewing Departments, Planning Commission, and City Council of the proposed Master Development Concept Plan.

3. To accommodate requests for changes to the Master Development Concept Plan, the City may allow the Master Development Concept Plan to be amended. Amendments shall follow the same requirements for initial review of a Master Development Concept Plan including review by the Reviewing Departments, Planning Commission, and City Council.

4. A Master Development Concept Plan shall be effective for a period of two years from the date that the Master Development Concept Plan is reviewed by the City Council, at the end of which time an application for a Zoning Map amendment and Area Plan shall have been submitted and under review by the City. If an application for Area Plan approval in conjunction with an application for a Zoning Map Amendment to the Resort Community Zone has not been filed within the two year period, the Master Development Concept Plan shall be void. The City Council may grant an extension of the Concept Plan according to the provisions of Section 10.120.

5. Properties designated as a Resort Community Land Use for which the Master Development Concept Plan has become void shall require the applicant to submit a new Master Development Concept Plan for review subject to the then existing provisions of this Code and General Plan.

C. Zoning Map Amendment and Area Plan. Following approval of a General Plan Amendment and review of a Master Development Concept Plan by the City Council, the applicant may prepare a Zoning Map Amendment and an Area Plan pursuant to the provisions of Chapter 4 and Chapter 15 of this Code. The establishment of a Resort Community Zone requires the City Council to review, approve, and adopt an Area Plan for those properties proposed for a Resort Community Zone, following receipt of a Reviewing Departments and Planning Commission recommendation, prior to approval and adoption of an Area Plan, the Reviewing Departments, Planning Commission, and City Council shall verify that the Resort development follows the general layout of the Master Development Concept Plan. The Area Plan must comply as closely as possible with the Master Development Concept Plan, and shall cover the entire Resort Community Zone.

D. Effect of Area Plan Approval. If a proposed Area Plan is adopted by the City pursuant to Chapter 15 of this Code, all permits, licenses, and development must comply with the adopted Area Plan. Additionally, developers and builders must comply with the Lehi City General Plan, the Lehi City Development Code, and all other codes and ordinances of the City unless modified by the adopted Area Plan.

~~E. Additions to RC Zone Boundaries. Properties adjacent to an existing RC Zone may be added to the Zone according to the provisions of Chapter 4 of this Code for amendments to the General Plan~~

~~and Zoning District Map and subject to the following conditions:~~

~~1. There is a mutual agreement between the principal owner(s) of property located within the existing RC Zone and the party or parties requesting to be added to the Zone.~~

~~2. The Area Plan for the RC Zone shall be amended to reflect the additional property.~~

~~3. Any approval for expansion of an existing RC Zone by Lehi City does not grant the applicant for expansion an automatic right to force existing entities within the established RC zone to amend their CC&Rs.~~

Section 28.070. Development Standards.
Where a Resort Community Zone proposes a mix of recreational, residential and commercial or business park uses, the following development standards shall apply in addition to any other commercial development standards and TOD standards contained in this Code or the Design Standards and Public Improvement Specifications Manual, unless modified through an approved Area Plan:

A. Building Design. The proposed structures shall be complimentary to the surrounding architecture in terms of scale, massing, ~~roof shape,~~ and exterior materials. ~~Buildings shall be scaled down into groupings of smaller attached structures.~~ Buildings adjacent to single family detached units should be limited to 2 stories or ~~35~~ 38 feet.

B. Parking. Large expanses of asphalt shall be reduced and broken into smaller parking areas through the use of parking lot landscaping. Parking lots shall include ample landscaping to buffer cars from neighboring properties including the use of berms and landscaped islands (see Section 12.090(C).

C. Access and Traffic. Adequate vehicular and pedestrian access must be provided. A traffic impact study shall be required as part of the Area Plan, in order to project auto and truck traffic generated by the uses proposed.

Roof Design. Roof design may be further defined as part of an approved Area Plan. ~~Rooflines shall blend with surrounding buildings in a way that promotes an attractive, unified architectural design. Roof design may be further defined as part of an approved Area Plan.~~

D. Materials. New buildings shall blend with the materials of surrounding buildings. Building materials may be further defined as part of an approved Area Plan.

E. Signage. Signage of buildings shall be part of a coordinated signage system for the entire Resort development. Signage shall help unify the development and provide a positive image. Natural materials such as wood, stone, rock and metal with external illumination shall be used. The size and location of signage shall conform to the requirements and design guidelines of Chapter 23, Signs, of this Code.

F. Lighting. Outdoor lighting shall be screened by shields or hoods to prevent glare onto adjacent properties. The intensity of large fixtures shall be reduced by utilizing a larger number of smaller light poles of twelve (12) to eighteen (18) feet. Incandescent lights shall be used in smaller pedestrian spaces where quality light is especially important.

Section 28.080. Residential Design Standards.
The following design standards shall apply to any residential developments within a RC Zone including any defined sub-area or pod, or any residential project or development or any portion of a residential project or development. These standards are considered as minimum requirements for residential areas. ~~and must be met regardless of whether the applicant is requesting a density bonus. However, if a density bonus is being requested, the applicable standards required by this section may be used as part of the requirement to obtain a density bonus under the provisions of this Chapter~~.

A. Single Family Design Standards. For all single family detached units, the following standards shall apply:

1. Product Mix. Single family detached areas shall provide a *variety* of home styles to ~~insure~~ ensure a diverse and interesting street scene. Neighborhoods that have nearly identical homes and streets without variation in product placement and form are not allowed. In order to ensure that the neighborhood is non-repetitive, the same home elevation or homes with the same color scheme shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another.

2. Corner Lots. Attention should be paid to corner lots. At least one home plan per neighborhood shall be designed specifically for corner home sites. This home plan is required to include wrap-around architecture to provide visual interest on both the front and corner side yard of the home, and the ability to turn the garage for side entry. An example would be continuing a full-wrap of material accent onto the side façade, adding a wraparound porch, or facing the home on a diagonal towards the intersection.

3. Garages. The home and front yard rather than the garage shall be the primary emphasis of the front elevation. The garage shall not extend forward of the main architecture of the home. The use of side load/swing-in type garages is highly encouraged.

4. Wall Variations. Each exterior wall of the home shall have architectural variations. At least four (4) or more of the following architectural features shall be incorporated into the design: a change in building materials, building projections measuring at least three (3) feet in depth, roof line variations measuring at least three (3) feet in height, awnings and lighting, or another architectural variation that creates visual interest.

B. Multi-Family Design Standards. The standards found in Section 37.040 of this Code shall apply to all multi-family attached residential projects, unless the Area Plan provides alternative standards.

Section 28.090. Development Approvals and Permits.

Following the establishment of a Resort Community Zone, and approval and adoption of an Area Plan by the City Council, the applicant may prepare and submit applications for development approval including subdivision and site plan approval pursuant to Chapter 11, Application Requirements, of this Code with the exceptions to the review and approval procedures as noted below. The Applicant must make a complete submittal according to the requirements specified in Chapter 11 and the City's current application form(s) prior to the review of any development request by the City.

The City recognizes the importance of timely reviews when dealing with large scale resort projects. In order to facilitate and expedite the review process, the following review provisions shall apply to site plan and subdivision applications within the Resort Community Zone:

A. Expedited Subdivision Review Process.

1. Minor subdivisions. Subdivision review and approval may be granted by the Zoning Administrator and Public Works Director if all of the following provisions apply:

(a) The subdivision includes less than ten (10) lots.

(b) The subdivision does not require the construction of any public improvements or the dedication of any public right of way.

The Preliminary and Final plans may be submitted and reviewed simultaneously, and the Zoning Administrator and Public Works Director are designated by the City Council as the officers having authority, on behalf of the City Council, to approve and sign the final Document(s) or plat. The lots in a minor subdivision can be divided by a metes and bounds document or a plat. The Zoning Administrator or the Public Works Director may request input from the Reviewing Departments, Planning Commission, or City Council as deemed necessary. The requirement for a public hearing and noticing shall be waived for all minor subdivisions.

2. All other subdivisions shall require the City's standard procedures for review and approval of a subdivision plat.

B. Expedited Site Plan Review Process.

1. Site Plans with a total valuation, including building and all associated site improvements, less than ~~10,000,000~~ 20,000,000 dollars may be granted review and approval by the Zoning Administrator and Public Works Director. The Zoning Administrator or the Public Works Director may request input from the Reviewing Departments, Planning Commission, or City Council as deemed necessary.

2. Site Plans with a total valuation, including building and all associated improvements, greater than ~~10,000,000~~ 20,000,000 dollars shall follow the City's standard procedures for review and approval of a site plan including approval by the Planning Commission, following a review by the Reviewing Departments.

C. Subdivision and Site Plan submittals which

qualify for review and approval by the Zoning Administrator and Public Works Director should be reviewed within one week of the date a complete submittal is filed with the City, and in no case shall the time to review the submittal exceed two (2) weeks.

Section 28.100. Hospitality Incentives.
The universal success of the City and the private developer within the Resort Community Zone is considered largely dependent upon the participation and use of certain hospitality services within the Zone.

One half (1/2) of the City Innkeeper Tax from the Resort Community Zone will be used to support advertising and promotional activities as mutually agreed upon by the City Council and principal owner in the Resort Community Zone or their designees.

Section 28.110. Inspection and Occupancy.

A. All development and construction shall be subject to ~~inspection and~~ inspection approval by City Building Officials. The applicant must make a complete submittal according to Lehi City Building Department's building permit submittal checklist prior to review of any building permit by the City.

B. If development exceeds the capacity of the City Inspection Staff, independent professional inspection services may be secured. The hiring of the independent professional shall be the responsibility of the City and the cost of inspection services shall be borne by the owner(s) of the Resort. The hiring of the independent professional shall be done in mutual agreement between the City and the owners of the resort.

C. All development and construction shall be subject to occupancy approval by City Building Officials.

Section 28.120. Variations from Development Code and Design Standards.
In the process of approving an Area Plan for a Resort Community Zone, the Planning Commission may recommend and City Council may approve variations from applicable standards of this Code or the Lehi City Design Standards and Public Improvements Specifications Manual if all of the following conditions are met:

A. That the granting of the variation will not adversely affect the rights of adjacent landowners or residents.

B. That the variation desired will not adversely affect the public health, safety or general welfare.

C. That the granting of the variation will not be opposed to the general spirit and intent of this Chapter or the General Plan.

a) The proposed amendment to Chapter 28 is necessary to allow for the development of the Thanksgiving Station project, which has received concept plan approval from the Lehi City Council.
b) The proposed amendment is consistent with the allocation of 2,000 equivalent residential units to the Thanksgiving Point area in the 2022 Lehi City General Plan. In addition, the proposed amendment creates a path for the development of a regional urban center at Thanksgiving Point, also highlighted in the 2022 Lehi City General Plan.
c) Careful planning has and will continue to take place between Lehi City Staff and the Thanksgiving Station Development Team to ensure that the implementation of the proposed amendment will not unduly affect the uses for nearby and adjoining properties. It is our strong belief that this project will be a benefit to Lehi City, the local community, and Thanksgiving Point Institute.
d) The proposed amendment, and accompanying development of the Thanksgiving Station project, will turn mostly undeveloped land into a vibrant transit-oriented development. The project will provide a substantial tax base to Lehi City, additional housing for current and future residents, and aim to become the place to be in Lehi City. The project will bring shops, restaurants, parks, and activity space to the Thanksgiving Point area while being thoughtfully designed to reduce vehicular trips and increase public transportation use.

Resort Community Calculations

Existing Lehi calcs (From Kim S.)	acreage	%
Resort/Tourist/Hospitality	503.50	63.4%
Commerical	237.70	29.9%
Residential	52.90	6.7%
Total	794.10	

Lehi calcs with Family Search	acreage	%
Resort/Tourist/Hospitality	491.50	61.9%
Commerical	249.70	31.4%
Residential	52.90	6.7%
Total	794.10	

Lehi calcs with Family Search and Electric park 1	acreage	%
Resort/Tourist/Hospitality	490.10	61.7%
Commerical	251.10	31.6%
Residential	52.90	6.7%
Total	794.10	

Harkness calcs (10 acres cornbelly commerical)	acreage	%
Resort/Tourist/Hospitality	491.55	62%
Commerical	242.99	31%
Residential	55	7%
Total	789.54	

Institute Calcs (33 acre cornbelly commerical, Thanksgiving Point LLC to resort use)	acreage	%
Resort/Tourist/Hospitality	531.55	67%
Commerical	202.99	26%
Residential	55	7%
Total	789.54	

Lehi Calcs with Future Development	acreage	%
Resort / Hospitality	446.08	56.17%
Commercial	250.64	31.56%
Residential	97.38	12.26%
Total	794.10	

New Area Plan - RC Land Use Percentages	acreage	%
Resort / Hospitality	357.35	45.00%
Commercial	277.94	35.00%
Residential	158.82	20.00%
Total	794.10	100.00%

Future Development Summary of Changes
*Whistle Stop Parcel removed from Resort and changed to 2.438 acres Commercial, 1.10 acres Resort, and 27.1683 acres Residential
*Thanksgiving Point Development Co., LLC Parcel removed from Resort and changed to 10.373242 acres Residential
*Tpark TOD One, LLC remains 1.252741 acres Commercial (Climbing Gym)
*TP Land Holdings, LLC removed from Commercial and 3.643 acres changed to Residential
*UTA Parcel removed from Resort and changed to 11.01 acres Commercial
*Thanksgiving Park Five, LLC changed from 37.947382 Commercial to 30.9774 acres Commercial and 6.97 acres Resort
*Thanksgiving Station, LLC (1) changed from 3.634294 acres Commercial to 3.30 acres Residential and 0.334294 acres Commercial (Coffee Shop)
*Thanksgiving Station, LLC (2) remains 0.099784 acres Commercial (part of Coffee Shop)
*Thanksgiving Station, LLC (3), North of Garff Dealership, remains 1.786954 acres Commercial

Residential	
Use	Acreage
Multifamily	27.1683
Multifamily	10.3732
Multifamily	3.6430
Multifamily	3.30
Total New Residential:	44.4845

To Be Developed Parcels	
TOD Area Parcels:	
Whistle Stop Development Corp.	30.706268
TP Development Company, LC	10.373242
Tpark TOD One, LLC	1.252741
TP Land Holdings, LLC	3.643
Total TOD Area Acreage:	**45.975251**
UTA Land Parcel:	
Utah Transit Authority	11.01
Total UTA Land Acreage:	**11.01**
South Parcels:	
Thanksgiving Park Five, LLC	37.947382
Thanksgiving Station, LLC (1)	3.634294
Thanksgiving Station, LLC (2)	0.099784
Thanksgiving Station, LLC (3)	1.786954
Total South Parcels Land Acreage:	**43.468414**
Total To Be Developed Land Acreage:	**100.453665**

Future Development (Gross Acreage)	
TOD Area	
Commercial (Office, Retail, Gym)	3.690741
Residential	41.18451
Resort / Hospitality (TOD Park Space)	1.10
Total TOD Area:	45.975251
UTA	
Commercial (final land use TBD)	11.01
Total UTA Parcel:	11.01
P5 (South Parcel)	
Residential	3.30
Commercial	33.198
Resort (Hotel)	6.97
Total P5 (South Parcels)	43.468432
Total Future Development:	100.453683

Commercial	
Use	Acreage
Office Building	2.30
Park Retail	0.1380
Lehi Front Climbing Gym	1.2527
Office / Retail	11.01
Warehouse / Bus. Park	24.70
Car Wash	2.00
Future Commercial	4.2774
Retail Pad / Coffee Shop	0.4341
Future Commercial	1.7870
Total New Commercial:	47.8992

Resort / Hospitality	
Use	Acreage
TOD Park / Green Space	1.10
Hotel	2.25
General Open Space	3.10
Gas Station / C-Store	1.62
Total New Resort / Hospitality:	8.0700

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Sierra Pierson
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of amending the setback table on the Gardner Point Phase 5, 6, and 7 Plats, to match the setbacks in the Exchange Subdivision.

Suggested Action:

Attachments:

CC Staff Report Gardner Point Phase 5, 6, and 7 Revisions 08.09.22.docx

Gardner Point Plat Revisions DRC 07.20.22.docx

Gardner Point Phase 5, 6, & 7 Revisions - 07.20.22 - narrative, plans.pdf

Gardner Point Phase 5, 6, & 7 Revisions maps - general plan.pdf

Gardner Point Phase 5, 6, & 7 Revisions maps - zone.pdf

Gardner Point Phase 5, 6, & 7 Revisions maps - aerial.pdf

GARDNER POINT PHASES 5, 6, AND 7 REVISIONS TO APPROVED PLANS

CITY COUNCIL REPORT

Applicant	Edge Homes		
Meeting Date	August 9, 2022		
Requested Action/Purpose	Approval of revisions to a previously approved final subdivision		
Location	Approximately 1300 North 3600 West		
Existing Land Use	Undeveloped/Agriculture		
Existing Zoning	R-2 (Medium Density Residential) & R-3 (High Density Residential)		
General Plan Land Use Designation	MDR (Medium Density Residential) & HDR (High Density Residential)		
Number of Lots/Units	Phase 5: 103 units | Phase 6: 55 units | Phase 7: 71 units		
Adjacent Zoning and Land Use	*North*	R-3	The Exchange Subdivision
	South	R-2 and R-3	Future River Point Subdivision
	East	R-1-8	Undeveloped/Agriculture
	West	None	Saratoga Springs
Date of DRC Review	July 20, 2022		
Assigned Planner	Sierra Pierson		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.130. Revisions.
(Amended 5/22/01; 3/27/07; 04/27/10)

A. If any revision is included on the final plat that was not present on the Preliminary Plat or came as a requirement of approval by the City Council, it is the applicant's responsibility to inform the Reviewing Departments, Planning Commission and City Council of the change. Failure to inform the Planning Commission or City Council of the revisions may result in revocation of any or all approvals.

B. Revisions to approved construction drawings for subdivisions or site plans shall be coordinated with the Public Works Director. The Public Works Director may require Reviewing Departments review of the proposed revisions. The applicant shall provide one electronic copy in PDF format of the revisions, unless otherwise approved by the Public Works Director. The copies shall be made on colored paper where available; otherwise a red revision stamp shall be required on the drawings in the right hand margin to distinguish revised pages from the original approved pages, as directed by the Public Works Director. All revisions shall be indicated with clouding. The plans shall include a revision block filled out including the date of the revisions.

Section 17.040. Development Standards. *(Amended 4/11/00; 2/27/01; 08/13/02; 11/18/03; 12/08/15; 03/31/20; 06/23/20; 09/08/20; 02/08/22; 02/22/22)*

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 home-owners 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.

A. Ownership. The area proposed for the Planned Unit Development shall be in one ownership, or if in several ownerships, the application for the permit shall be filed jointly by all of the owners of the property included in the plan.

B. Designer/Engineer. The plan for the Planned Unit Development shall be prepared by a designer, architect or civil engineer licensed to practice in the state of Utah.

C. Density. The overall project may not exceed the density allowed by the underlying zoning district plus any additional density bonus allowed at the discretion of the Planning Commission and City Council.

D. Calculation of Density. The number of dwelling units allowed in a Planned Unit Development is to be calculated in the following manner.

1. The following areas shall be subtracted from the gross site area to determine net usable area:
   (a) areas of steep slopes, wetlands, or areas below the high water level of Utah Lake as defined in Section 12.060-K of this Code;
   (b) the area of any perennial channels, measured from top of bank to top of bank of the flow channel;
   (c) existing public streets, or any areas of additional right of way required to comply with the Lehi City Master Transportation Plan; and
   (d) areas to be set aside for public buildings or institutional uses such as churches and schools.

2. Net usable site area is multiplied by the density allowed by the underlying zoning district as established in Table 05-040-A to identify the maximum number of allowed units.

3. Density for areas in the 100-year flood plain as shown on the FEMA Flood Insurance Rate Maps shall be calculated at a rate of one unit per five acres regardless of the density allowed by the underlying zone.

4. If the Planned Unit Development is located in more than one zoning district, the total allowed number of units shall be calculated by adding the number of units allowed by each zoning district. However, the dwelling units may be placed without regard to district boundaries, provided the total units do not exceed that allowed by the underlying zoning districts.

F. Density Bonus Amenities: The list below represents items for which a density bonus may be granted subject to Planning Commission and City Council approval. Other items not included in this list may warrant a density bonus on a case by case basis.

1. Active Recreation: master planned trails, swimming pools, sports courts, tennis courts, pickleball courts, splash pads, clubhouse, trails, pedestrian bridges, and other similar amenities beyond those required.

2. Pedestrian and Bicycle Enhancements: raised planters, bulb-outs or curb extensions, pedestrian plazas, additional bike lanes or facilities not already required.

3. Additional Open Space: beyond the required 10 percent.

4. Improvements to Master Planned Infrastructure: master planned roads, utilities, trails, property for civic buildings, or other similar items.

G. Lot Sizes. The dwellings may be situated in one building or buildings may be clustered. Individual lot sizes may be reduced below the requirements of the zone in which the development is located. The remaining land not within individual lots shall be set aside for parks, playgrounds, open space or other open areas. Setbacks may be reduced but shall be sufficient to allow for the installation of all required public utilities and required driveway lengths in Table 05.030A. No permanent structure shall be allowed in the public utility easement space. Public utility easements shall be free and clear of building footings, foundation walls, window wells, or any other permanent structure that does not meet utility clearance requirements. All buildings and structures shall maintain a minimum five-foot setback from any public utility easement, water line easement, sewer easement, storm drain easement, power easement, detention easement, or any other utility easement in order to ensure property utility clearances are maintained.

H. Required Open Space. For all Planned Unit Developments, not less than twenty percent of the gross area of the project site shall be set aside for the use of the occupants for parks, playgrounds, open space or other open areas. All areas required for vehicular access, parking areas, and land which is otherwise required to comply with the minimum yard requirements around buildings, shall not be included in computing the area required for parks, playgrounds or other open space areas.

I. Open Space Design.

1. The required open space shall be landscaped with sod and irrigation sprinklers and a minimum 25% of the proposed open space shall be water-wise landscaped as defined in Chapter 39 of this Code.

2. Trees shall be provided within the open space at a rate of ten trees per acre of provided open space. Deciduous trees shall be a minimum 2" caliper and coniferous trees shall be a minimum six feet in height.

3. Detention and retention basins shall not be counted toward meeting the minimum open space requirement. Open space design and location issues shall be kept separate and independent of drainage issues.

4. Area(s) under existing power transmission lines included in the required open space shall be given half credit toward open space acreage.

5. Area(s) in existing wetlands may be given full credit toward open space acreage requirement. A minimum of 10% of the proposed open space shall be designated as useable open space, which may include, but is not limited to, boardwalks, trails, playgrounds, and parks.

J. Location of Open Space. The location of open space conserved through a Planned Unit Development shall be consistent with the policies contained in the General Plan Parks, Open Space and Recreational Facilities Element. Required open space areas shall be well planned, walkable, and connected, not a collection of remnants. Where possible, units shall front onto the open space(s). Yard areas within lots shall not be counted toward meeting the minimum open space requirement.

K. Open Space Adjacent to Major Roads. Where a Planned Unit Development is required for projects adjacent to a master planned arterial or limited access collector road, the area between the property line/ROW line and the required decorative fence shall be enlarged and landscaped as part of the required open space. The enlarged parkway area shall be counted towards meeting the minimum open space requirement and shall include decorative fencing, street tree plantings and other applicable improvements required in the Lehi City Design Standards and Public Improvement Specifications Manual. The landscaped area may also include shrubs, rocks, flowerbeds and ground cover. Maintenance of the landscaped parkway shall be insured by the developer and owner by means of a property management agency or by establishing a private association or corporation responsible for such maintenance, which shall levy the cost thereof as an assessment on the property owners within the Planned Unit Development.

L. Utilities. All buildings shall be served by public sewer and water systems and shall conform to the requirements of the Lehi City Design Standards and Public Improvement Specifications.

M. Compatibility. Wherever the Planned Unit Development site shares a common property line with a lower

density residential or agricultural district, then for that portion of the Planned Unit Development site the setback requirements of the adjacent or contiguous zoning district shall apply. For example, if the rear yards of units in a PUD share a common property line with a lower density residential district, then the rear yard of the PUD units shall be the same as the required rear yards of the adjacent lower density district.

N. Landscaping. All areas not covered by buildings, or by off-street car parking areas or driveways, shall be planted in lawn, trees and shrubs, or otherwise landscaped and maintained in accordance with an approved landscape plan. All required front yard and side yard areas which are adjacent to a public street shall not be used for automobile parking areas, except for permitted driveways, but shall be landscaped and maintained with lawns, trees and shrubs, or other landscape materials.

O. Design Standards and Conditions. Design standards and conditions of development approval in addition to those required by the underlying zoning district may be required as conditions of approval, by the Reviewing Departments, Planning Commission and City Council when deemed necessary to insure that a Planned Unit Development will be compatible with adjoining or nearby uses.

P. Parking. Developments shall provide adequate parking based on the requirements of Table 37.070. In addition to those requirements, developments with single-family detached units on lots with less than 50' of frontage shall provide guest parking at a rate of one space for every six dwelling units.

PROPERTY HISTORY

September 26, 2008	This property was included in the Holbrook Annexation.
September 24, 2019	The City Council approved the M90 General Plan amendment which designated this property as MDR and HDR.
September 24, 2019	The City Council approved the M90 concept plan which included this property.
January 28, 2020	The City Council approved the Saratoga Boundary Adjustment and zone change to designate this property as R-2 and R-3.
June 29, 2021	The City Council approved the Gardner Point Phase 2 Preliminary Subdivision.
February 8, 2022	The City Council approved the Gardner Point Phase 6 Final Subdivision.
March 22, 2022	The City Council approved the Gardner Point Phase 5 Final Subdivision.
July 12, 2022	The City Council approved Gardner Point Phase 7 Final Subdivision.

REPORT ANALYSIS

The applicant is requesting approval of revisions to approved subdivision plans for Gardner Point Phases 5, 6, and 7. The proposed revisions would amend the required setbacks for single-family homes. Since the proposed setbacks are not consistent with the setbacks for the zone, the revisions are coming to the City Council for approval. The Gardner Point Subdivision was approved as a Planned Unit Development (PUD) which does allow for flexibility with the setbacks for the subdivision based on City Council approval. The current plans show the front setback as 20 feet. The proposed setbacks would change the front setbacks to read the following:

FRONT: 16' TO HOUSE; 20' TO GARAGE

The applicant indicated in their narrative that the proposed amendment is being made to be consistent with the Exchange Subdivision to the north of this property. As listed above, the front setback distance would vary based on whether the house or garage is the furthest point forward on the home.

The DRC had two comments which include the following:

1. No. Power Dept. opposes this revision. The prior approval by Power was due to the increased set-back. This was in response to the multiple problems in Exchange for the dry utilities caused by inadequate set-backs and encroachments into the PUE space.
2. The setbacks are 20' to avoid the problems we had in the Exchange. Proposed setbacks make it difficult to maintain required utility clearances/separation





Please consider including the DRC comments as a part of the motion.

POSSIBLE MOTIONS AND FINDINGS

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

1. The proposed revisions would/would not allow adequate space for utility clearances and separation.
2. The proposed revisions does/does not meet the requirements of the Development Code in regard to revision approvals.
3. Other findings based upon information presented at the public meeting.

Gardner Point Plat Revisions
DRC Redline Comments

*Edge Homes – requests review of revisions to the **Gardner Point Phase 5, 6, and 7 plats**, amending the setback table to match the setbacks in the Exchange Subdivision.*

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Matthew Meier, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Representatives of the Applicant Present:
Date of Plans Reviewed: **7/12/22**
Time Start: 1:54 PM
Time End: 2:02 PM

DRC REDLINE COMMENTS:
Glade – Power:
1. No. Power Dept. opposes this revision. The prior approval by Power was due to the increased set-back. This was in response to the multiple problems in Exchange for the dry utilities caused by inadequate setbacks and encroachments into the PUE space.

Garion – Fire: No comments
Greg – Water/Sewer:
2. The setbacks are 20' to avoid the problems we had in the Exchange. Proposed setbacks make it difficult to maintain required utility clearances/separation





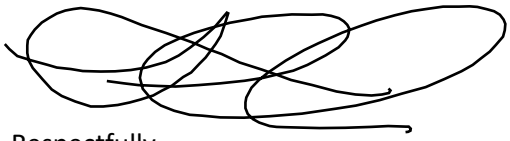
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON AUGUST 9TH

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.

Dear Lehi City,

The following narrative is intended to coincide with the Application For Revisions to Approved Plans for Phases 5, 6 & 7 of Gardner Point. It has come to our attention that the Setbacks for Single Family are just noted as 20’ Front Setback. The intent is to have them in line with our Exchange Community. We are revising the setbacks to read “FRONT: 16’ TO HOUSE; 20’ TO GARAGE”.



Respectfully,

Spencer Llewelyn

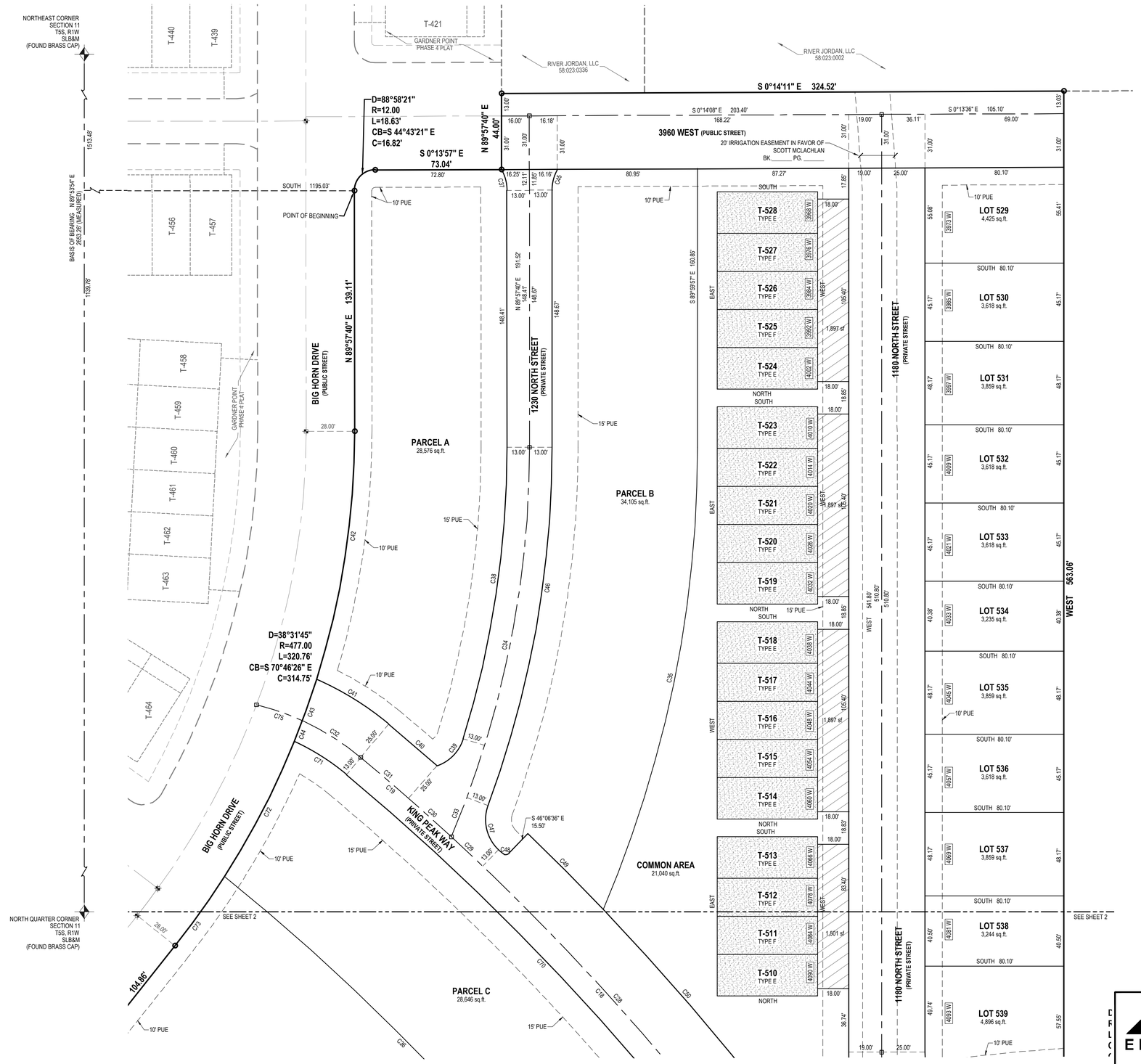
Edge Homes

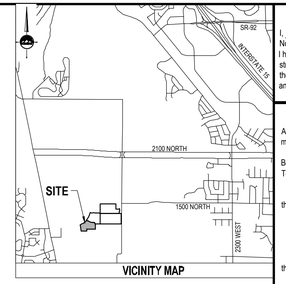
GARDNER POINT PHASE 5 PLAT

RESIDENTIAL DEVELOPMENT

**LOCATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH**

**LOCATED WITHIN NEIGHBORHOOD COMMERICAL (NC)
AND HIGH DENSITY RESIDENTIAL (R-3) ZONING**





VICINITY MAP

IRRIGATION SERVICES		
LOCATION	AREA (SQ FT)	SIZE (INCHES)
EAST COMMON AREA	44,216	2
WEST COMMON AREA	73,865	2
WEST RIM DRIVE COMMON AREA	64,968	2

LEGEND

- SECTION CORNER
- EXISTING MONUMENT
- PROPOSED STREET MONUMENT
- SET ENSIGN REBAR AND CAP (ENSIGN ENG. LAND SURV.)
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA (EXCLUDES LOTS 529-539 AND PARCELS A-D)

NOTES
1. BRASS PINS TO BE PLACED AT THE TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE.
2. STORM DRAIN DETENTION CANNOT BE MODIFIED WITHOUT PERMISSION FROM THE LEHI CITY ENGINEER.
3. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, FACILITIES AND ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
4. COMMON SPACE AREAS AND PRIVATE STREETS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
5. LAND DRAIN LATERALS ARE NOT REQUIRED FOR THE PROJECT AS STATED IN THE LETTER PROVIDED BY INTERMOUNTAIN GEOENVIRONMENTAL SERVICES, INC. AND DATED MAY 1, 2018.
6. ALL PROJECT AMENITIES INCLUDING CLUBHOUSE, TOT LOT, SPORT COURT, BENCHES, AND TRAILS WITHIN COMMON AREAS WILL BEGIN CONSTRUCTION AT 60% OF BUILDING PERMITS ISSUED FOR THE OVERALL PROJECT AND BE COMPLETED BY 80% OF BUILDING PERMITS ISSUED.

RIGHT TO FARM:
THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.

FRONT SETBACKS FROM TBC
FOR TOWNHOMES:
UNITS 507-525: 18'
UNITS 562-528: 18'/18.2'

SETBACKS FOR THE SINGLE FAMILY LOTS:
FRONT: 16 TO HOUSE; 20' TO GARAGE
REAR: 15'
SIDE: 5'
SIDE CORNER: 15'
FRONT PROPERTY LINE: 12' FROM TBC

HORIZONTAL GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 ft.

OWNER
EDGE HOMES UTAH, LLC
13702 S. 200 W. B12
DRAPER, UTAH 84020
801-494-0150

ENSIGN

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON Phone:801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

SHEET 1 OF 2

PROJECT NUMBER : 8069N
MANAGER : BDM
DRAWN BY : SJL
CHECKED BY : KFW
DATE : 7/6/22

SURVEYOR'S CERTIFICATE

I, **PATRICK M. HARRIS** do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. **286882** as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as **GARDNER POINT PHASE 5 PLAT**, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land situate in the Northeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°53'54" East 1,139.78 feet and South 1,195.03 feet from the North Quarter Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence Southeasterly 18.63 feet along the arc of a 12.00 foot radius curve to the right (center bears South 00°47'29" West and the chord bears South 44°43'21" East 16.82 feet with a central angle of 88°58'21");
thence South 00°13'57" East 73.04 feet;
thence North 89°57'40" East 44.00 feet;
thence South 00°14'11" East 324.52 feet;
thence West 563.06 feet;
thence Southeasterly 64.58 feet along the arc of a 1,007.50 foot radius curve to the right (center bears South 86°20'11" West and the chord bears South 01°50'11" East 64.57 feet with a central angle of 03°39'54");
thence South 67.56 feet;
thence West 339.50 feet;
thence North 07°07'55" West 35.77 feet;
thence North 10°19'44" West 229.92 feet;
thence North 13°21'37" West 144.75 feet;
thence North 61°37'17" East 193.56 feet;
thence Northeasterly 318.99 feet along the arc of a 1,147.00 foot radius curve to the left (center bears North 34°47'40" West and the chord bears North 47°14'18" East 317.97 feet with a central angle of 15°56'04");
thence South 51°30'32" East 104.86 feet;
thence Southeasterly 320.76 feet along the arc of a 477.00 foot radius curve to the left (center bears North 38°29'27" East and the chord bears South 70°46'26" East 314.75 feet with a central angle of 38°31'45");
thence North 89°57'40" East 139.11 feet to the point of beginning.

Contains 451,873 Square Feet or 10.374 Acres 11 Lots, 22 Units, and 4 Parcels

DATE

PATRICK M. HARRIS
LICENSE NO. 286882

UTILITY DEDICATION

By execution of this plat, the Owner(s) shown below does hereby grant and convey to the Lehi City and other public utility companies, a permanent easement and right of way in and to those areas reflected on the map and defined as "PRIVATE STREET" and "COMMON AREA" for construction and maintenance of approved public utilities and appurtenances together with right of access thereto.

RESERVATION OF COMMON AREAS

By execution of this plat, the Owner(s) shown below does hereby reserve all areas shown on this plat "COMMON AREA" for the common enjoyment of all owners and such owners guests and invitees to the project.

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

GARDNER POINT PHASE 5 PLAT

do hereby dedicate the streets, easements and other public areas as indicated hereon for the perpetual use of the public.
Pursuant to Code 10-9a-604d the owner hereby conveys the Common Area and Private Streets as indicated hereon to _____.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20_____.

By:
Its:

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF) S.S.

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

NUMBER

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

PLANNING COMMISSION APPROVAL

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

CHAIR, PLANNING COMMISSION

ACCEPTANCE BY LEGISLATIVE BODY

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

MAYOR: _____ ATTEST: _____
CLERK/RECORDER (SEE SEAL BELOW)

GARDNER POINT PHASE 5 PLAT

**LOCATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH**

SURVEYOR'S SEAL: PROFESSIONAL LAND SURVEYOR — No. 286882 — PATRICK M. HARRIS — STATE OF UTAH
CITY ENGINEER'S SEAL
CLERK-RECORDER SEAL

GARDNER POINT PHASE 5 PLAT

RESIDENTIAL DEVELOPMENT

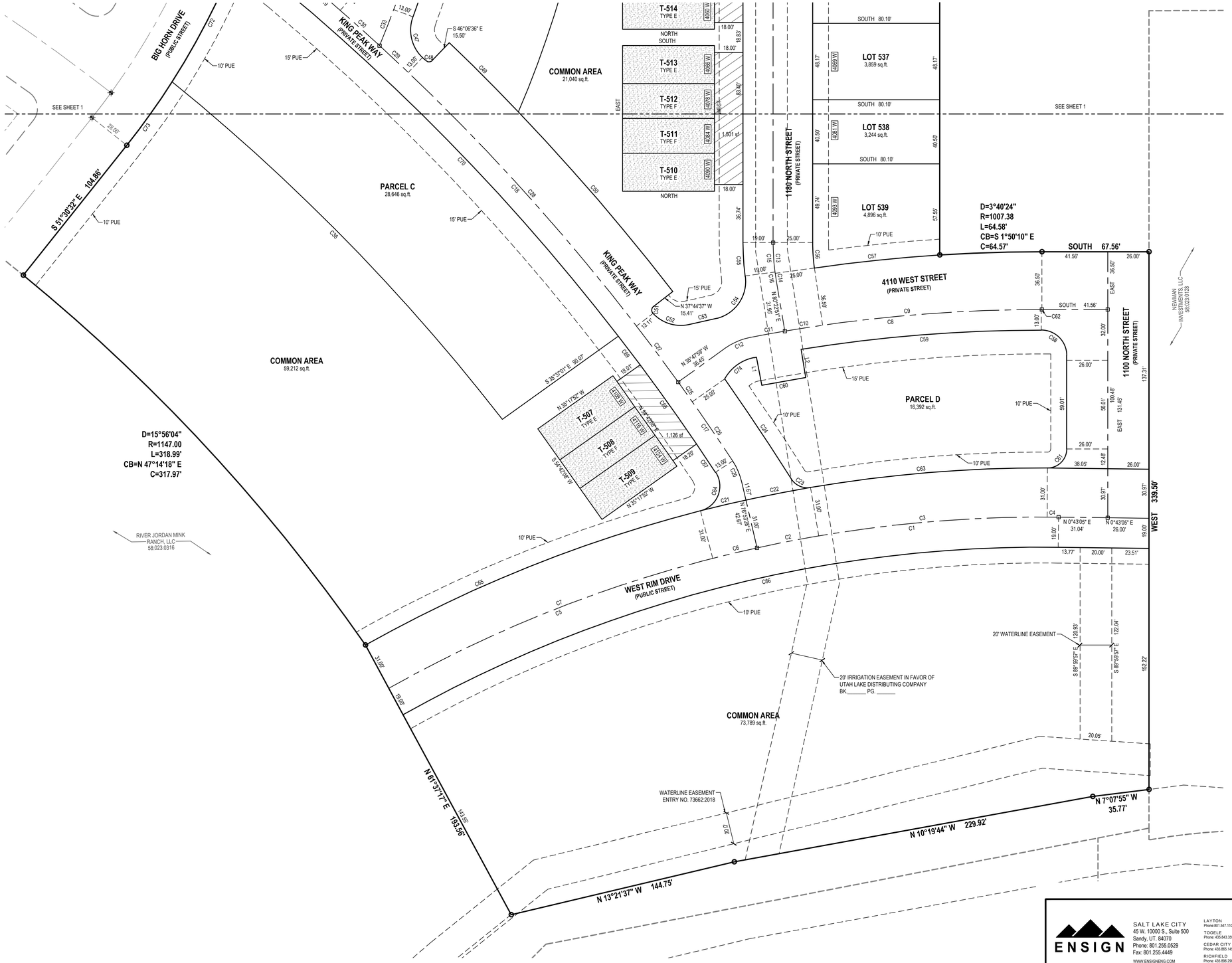
LOCATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

LOCATED WITHIN NEIGHBORHOOD COMMERICAL (NC)
AND HIGH DENSITY RESIDENTIAL (R-3) ZONING

LINE TABLE		
LINE	BEARING	LENGTH
L1	S79°11'14"W	18.00'
L2	N80°50'25"E	18.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	840.00'	191.71'	13°04'35"	N5°49'12"W	191.29'
C2	840.00'	39.68'	2°42'23"	N11°00'19"W	39.67'
C3	840.00'	144.84'	9°52'46"	N4°42'44"W	144.66'
C4	840.00'	7.19'	0°29'26"	N0°28'22"E	7.19'
C5	840.00'	249.68'	17°01'49"	N20°52'25"W	248.76'
C6	840.00'	28.77'	1°57'44"	N13°20'22"W	28.77'
C7	840.00'	220.91'	15°04'05"	N21°51'17"W	220.27'
C8	971.00'	163.02'	9°37'09"	N4°48'34"W	162.82'
C9	971.00'	138.85'	8°11'35"	N4°05'47"W	138.73'
C10	971.00'	24.17'	1°25'34"	N8°54'22"W	24.17'
C11	971.00'	22.25'	1°18'47"	N10°16'32"W	22.25'
C12	40.00'	17.36'	24°52'03"	N23°21'57"W	17.22'
C13	146.00'	19.34'	7°35'23"	S86°12'19"W	19.33'
C14	146.69'	5.17'	2°01'11"	S81°23'51"W	5.17'
C15	146.00'	18.64'	7°18'53"	S86°20'34"W	18.63'
C16	145.72'	5.87'	2°18'32"	S81°32'05"W	5.87'
C17	1408.84'	60.67'	2°28'03"	N55°26'03"E	60.67'
C18	1408.84'	284.48'	11°34'10"	N48°24'57"E	284.00'
C19	1408.84'	69.62'	2°49'52"	N41°12'56"E	69.61'
C20	41.01'	14.52'	20°17'09"	N66°44'51"E	14.44'
C21	871.00'	29.42'	1°56'08"	N13°21'10"W	29.42'
C22	871.00'	41.55'	2°43'59"	N11°01'07"W	41.54'
C23	12.00'	14.14'	67°30'08"	S24°05'57"W	13.33'
C24	1433.85'	75.76'	3°01'38"	N56°20'12"E	75.75'
C25	1410.28'	45.30'	1°50'26"	N55°44'31"E	45.30'
C26	1413.57'	15.26'	0°37'06"	N54°30'36"E	15.26'
C27	1409.17'	44.05'	1°47'28"	N53°18'17"E	44.05'
C28	1408.85'	215.63'	8°46'10"	N48°01'27"E	215.42'
C29	1408.53'	24.80'	1°00'31"	N43°08'07"E	24.80'
C30	1408.84'	33.36'	1°21'24"	N41°57'10"E	33.36'
C31	1408.84'	36.26'	1°28'28"	N40°32'14"E	36.26'
C32	150.00'	39.97'	15°16'09"	N32°10'04"E	39.86'
C33	582.00'	24.36'	2°23'53"	S68°29'41"E	24.36'
C34	582.00'	206.66'	20°20'42"	S79°51'59"E	205.58'
C35	679.00'	274.36'	23°09'05"	S78°27'47"E	272.50'
C36	1305.85'	298.72'	13°06'24"	N45°38'07"E	298.07'
C37	24.00'	12.63'	30°08'47"	N74°53'16"E	12.48'
C38	569.00'	170.89'	17°12'27"	S81°26'06"E	170.25'

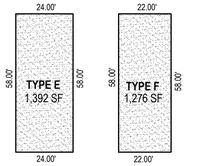
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C39	24.00'	22.49'	53°41'29"	S45°59'09"E	21.68'
C40	1433.84'	36.90'	1°28'29"	N40°32'13"E	36.90'
C41	175.00'	49.00'	16°02'36"	N31°45'30"E	48.84'
C42	477.00'	145.71'	17°30'07"	S81°17'15"E	145.14'
C43	477.00'	13.04'	1°34'00"	S70°18'16"E	13.04'
C44	477.00'	13.02'	1°33'52"	S68°44'21"E	13.02'
C45	24.00'	12.46'	29°44'46"	N75°10'18"W	12.32'
C46	595.00'	211.28'	20°20'42"	S79°51'59"E	210.17'
C47	24.00'	32.12'	76°40'26"	S71°58'09"W	29.77'
C48	3.00'	3.20'	61°04'55"	S15°34'09"E	3.05'
C49	1440.35'	61.74'	2°27'21"	N45°05'53"E	61.73'
C50	1440.35'	149.58'	5°57'01"	N49°18'04"E	149.51'
C51	3.00'	5.00'	95°25'22"	N85°27'18"W	4.44'
C52	24.00'	25.08'	59°51'51"	S16°54'06"W	23.95'
C53	987.00'	17.76'	1°01'51"	N12°30'54"W	17.76'
C54	24.00'	34.89'	83°17'17"	S55°46'31"E	31.90'
C55	165.00'	21.50'	7°27'53"	S86°18'47"W	21.48'
C56	122.99'	16.07'	7°29'16"	S86°11'40"W	16.06'
C57	1007.38'	79.48'	4°31'14"	N5°55'59"W	79.46'
C58	16.00'	25.14'	90°01'37"	N44°59'12"E	22.63'
C59	958.00'	152.18'	9°06'07"	N44°34'40"W	152.02'
C60	940.00'	28.09'	1°42'44"	N9°59'03"W	28.09'
C61	12.00'	18.90'	90°13'51"	S44°53'04"E	17.00'
C62	971.00'	0.45'	0°01'37"	N0°00'48"W	0.45'
C63	871.00'	150.24'	9°52'58"	N4°42'38"W	150.05'
C64	16.00'	30.44'	109°01'01"	S68°49'44"E	26.05'
C65	871.00'	228.52'	15°01'56"	N21°50'12"W	227.86'
C66	821.00'	431.74'	30°07'48"	N14°20'49"W	426.78'
C67	1395.85'	21.46'	0°58'49"	N56°13'20"E	21.46'
C68	1395.85'	61.40'	2°31'13"	N54°31'18"E	61.40'
C69	1395.85'	22.69'	0°55'53"	N52°47'45"E	22.69'
C70	1395.85'	305.21'	12°31'40"	N46°03'59"E	304.60'
C71	137.00'	35.77'	14°57'30"	N32°19'24"E	35.67'
C72	477.00'	87.67'	10°31'50"	S62°41'30"E	87.55'
C73	477.00'	49.26'	5°55'01"	S54°28'04"E	49.24'
C74	27.00'	23.63'	50°09'01"	N36°00'26"W	22.89'
C75	150.00'	28.05'	10°42'50"	N19°10'35"E	28.01'



LEGEND

- SECTION CORNER
- EXISTING MONUMENT
- PROPOSED STREET MONUMENT
- SET ENSIGN REBAR AND CAP
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE
- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA (EXCLUDES LOTS 529-539 AND PARCELS A-D)

ENSIGN ENG. LAND SURV.



TYPICAL TOWNHOUSE PAD DIMENSIONS

IRRIGATION SERVICES		
LOCATION	AREA (SQ FT)	SIZE (INCHES)
EAST COMMON AREA	44,216	2
WEST COMMON AREA	73,865	2

OWNER
EDGE HOMES UTAH, LLC
13702 S. 200 W. B12
DRAPER, UTAH 84020
801-494-0150

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 ft.

GARDNER POINT PHASE 5 PLAT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

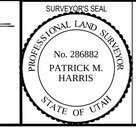
ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON
Phone:801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2983

SHEET 2 OF 2

PROJECT NUMBER : 8069N
MANAGER : BDM
DRAWN BY : SJL
CHECKED BY : KFW
DATE : 5/3/22

SURVEYOR'S SEAL



CITY ENGINEER'S SEAL

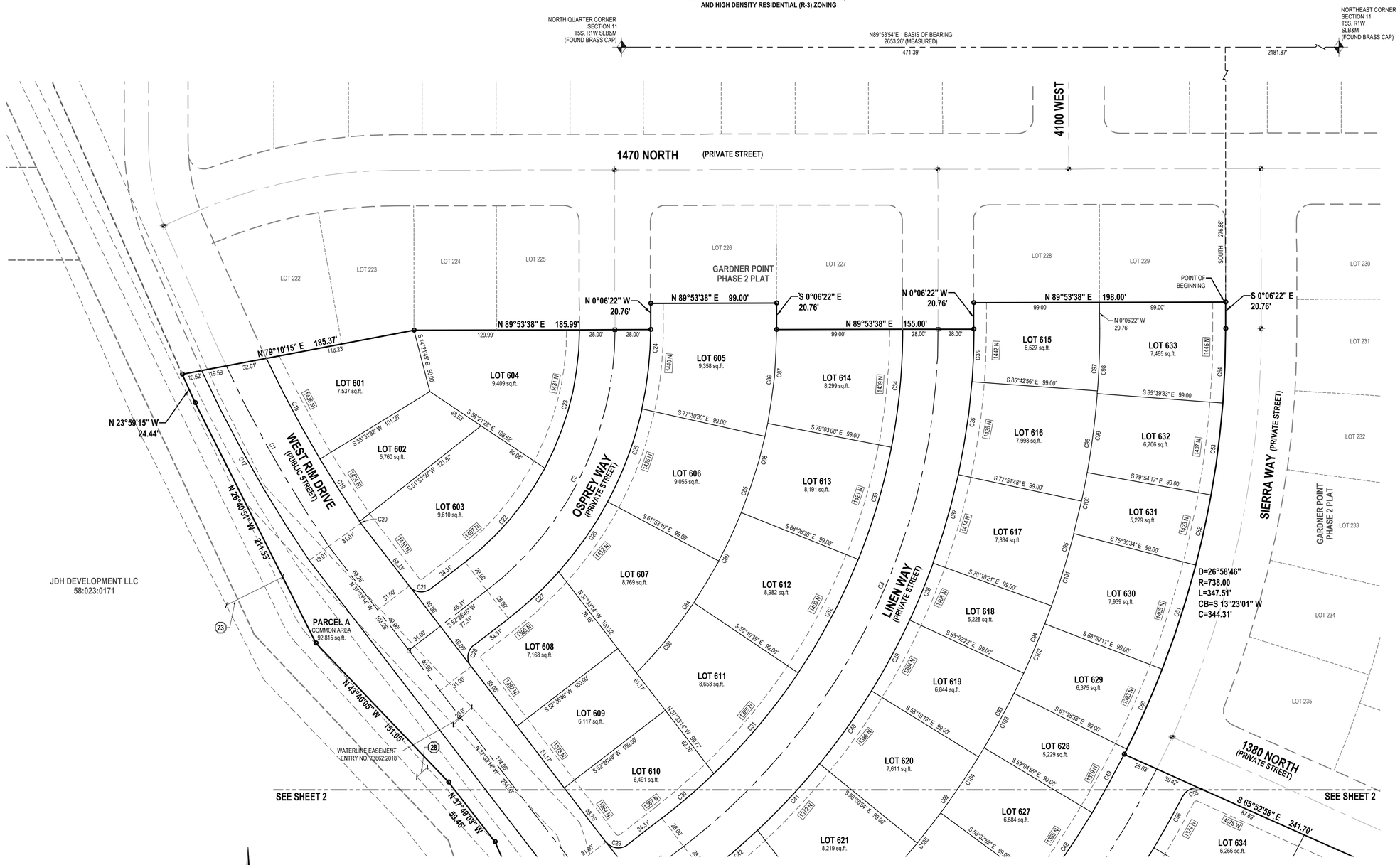
CLERK-RECORDER SEAL

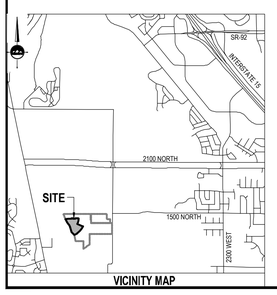
GARDNER POINT PHASE 6 PLAT

RESIDENTIAL DEVELOPMENT

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

LOCATED WITHIN NEIGHBORHOOD COMMERICAL (NC) AND HIGH DENSITY RESIDENTIAL (R-3) ZONING





VICINITY MAP

HORIZONTAL GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
HORZ: 1 inch = 40 ft.

NOTES
1. BRASS PINS TO BE PLACED AT THE TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE.
2. STORM DRAIN DETENTION CANNOT BE MODIFIED WITHOUT PERMISSION FROM THE LEHI CITY ENGINEER.
3. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, FACILITIES AND ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
4. COMMON SPACE AREAS AND PRIVATE STREETS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
5. LAND DRAIN LATERALS ARE NOT REQUIRED FOR THE PROJECT AS STATED IN THE LETTER PROVIDED BY INTERMOUNTAIN GEOENVIRONMENTAL SERVICES, INC. AND DATED MAY 1, 2018.
6. ALL PROJECT AMENITIES INCLUDING CLUBHOUSE, TOT LOT, SPORT COURT, BENCHES, AND TRAILS WITHIN COMMON AREAS WILL BEGIN CONSTRUCTION AT 60% OF BUILDING PERMITS ISSUED FOR THE OVERALL PROJECT AND BE COMPLETED BY 80% OF BUILDING PERMITS ISSUED.

RIGHT TO FARM:
THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.

EASEMENT NOTES:
23. The effect, terms and conditions of an Notice of in Canal Property Easement executed by Utah Lake Distributing Company., recorded October 31, 2002, as Entry No. 129142:2002 of official records.
24. The effect, terms and conditions of an Right of Way Easement granted to PacifiCorp, recorded February 5, 2003, as Entry No. 17491:2003 of official records.

SETBACKS FOR THE SINGLE FAMILY LOTS:
FRONT: 16' TO HOUSE; 20' TO GARAGE
REAR: 15'
SIDE: 5'
SIDE CORNER: 15'
FRONT PROPERTY LINE: 12' FROM TBC

LEGEND
- SECTION CORNER
- EXISTING MONUMENT
- PROPOSED STREET MONUMENT
- ENSIGN ENG. LAND SURV. — SET ENSIGN REBAR AND CAP
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE

OWNER
EDGE HOMES UTAH, LLC
13702 S. 200 W. B12
DRAPER, UTAH 84020
801-494-0150

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON Phone:801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

SHEET 1 OF 2
PROJECT NUMBER : 8080
MANAGER : BDM
DRAWN BY : KFW
CHECKED BY : KFW
DATE : 7/6/22

SURVEYOR'S CERTIFICATE

I, **PATRICK M. HARRIS** do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. **286882** as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as **GARDNER POINT PHASE 6 PLAT**, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land situate in the Northeast and Northwest Quarters of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°53'54" East 471.39 feet along the section line and South 276.86 feet the North Quarter Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°06'22" East 20.76 feet;
thence Southwesterly 347.51 feet along the arc of a 738.00 foot radius curve to the right (center bears South 89°53'38" West and the chord bears South 13°23'01" West 344.31 feet with a central angle of 26°58'46");
thence South 65°52'58" East 241.70 feet;
thence South 67°38'13" East 68.65 feet;
thence South 63°36'44" East 99.00 feet;
thence Southwesterly 585.04 feet along the arc of a 1,147.00 foot radius curve to the right (center bears North 64°01'08" West and the chord bears South 40°35'36" West 578.72 feet with a central angle of 29°13'28");
thence South 61°37'17" West 193.56 feet to a point on the Easterly Line of the Utah Lake Canal;
thence along the. Easterly Line of said Utah Lake Canal the following nine (9) courses:
(1) North 38°45'41" West 53.40 feet;
(2) North 47°38'31" West 154.70 feet;
(3) North 30°12'56" West 41.80 feet;
(4) North 17°09'04" West 362.70 feet;
(5) North 23°30'23" West 112.48 feet;
(6) North 37°49'03" West 59.46 feet;
(7) North 43°40'05" West 151.05 feet;
(8) North 26°40'51" West 211.53 feet;
(9) North 23°59'15" West 24.44 feet;
thence North 79°10'15" East 185.37 feet;
thence North 89°53'38" East 185.99 feet;
thence North 00°06'22" West 20.76 feet;
thence North 89°53'38" East 99.00 feet;
thence South 00°06'22" East 20.76 feet;
thence North 89°53'38" East 155.00 feet;
thence North 00°06'22" West 20.76 feet;
thence North 89°53'38" East 198.00 feet to the point of beginning.

Contains 633,221 Square Feet or 14.537 Acres

DATE

PATRICK M. HARRIS
LICENSE NO. 286882

UTILITY DEDICATION

By execution of this plat, the Owner(s) shown below does hereby grant and convey to the Lehi City and other public utility companies, a permanent easement and right of way in and to those areas reflected on the map and defined as "PRIVATE STREET" and "COMMON AREA" for construction and maintenance of approved public utilities and appurtenances together with right of access thereto.

RESERVATION OF COMMON AREAS

By execution of this plat, the Owner(s) shown below does hereby reserve all areas shown on this plat "COMMON AREA" for the common enjoyment of all owners and such owners guests and invitees to the project.

OWNER'S DEDICATION

Know all by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

GARDNER POINT PHASE 6 PLAT

do hereby dedicate the streets, easements and other public areas as indicated hereon for the perpetual use of the public.
Pursuant to Code 10-9a-604d the owner hereby conveys the Common Area and Private Streets as indicated hereon to _____

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20_____.

By:
Its:

ACKNOWLEDGMENT

STATE OF UTAH)S.S.
COUNTY OF)

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

NUMBER

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

PLANNING COMMISSION APPROVAL

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

DIRECTOR-SECRETARY CHAIR, PLANNING COMMISSION

ACCEPTANCE BY LEGISLATIVE BODY

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

MAYOR: _____ *ATTEST:* _____
CLERK/RECORDER (SEE SEAL BELOW)

SURVEYORS SEAL
PROFESSIONAL LAND SURVEYOR
No. 286882
PATRICK M. HARRIS
STATE OF UTAH

CITY ENGINEER'S SEAL

CLERK-RECORDER SEAL

GARDNER POINT PHASE 6 PLAT

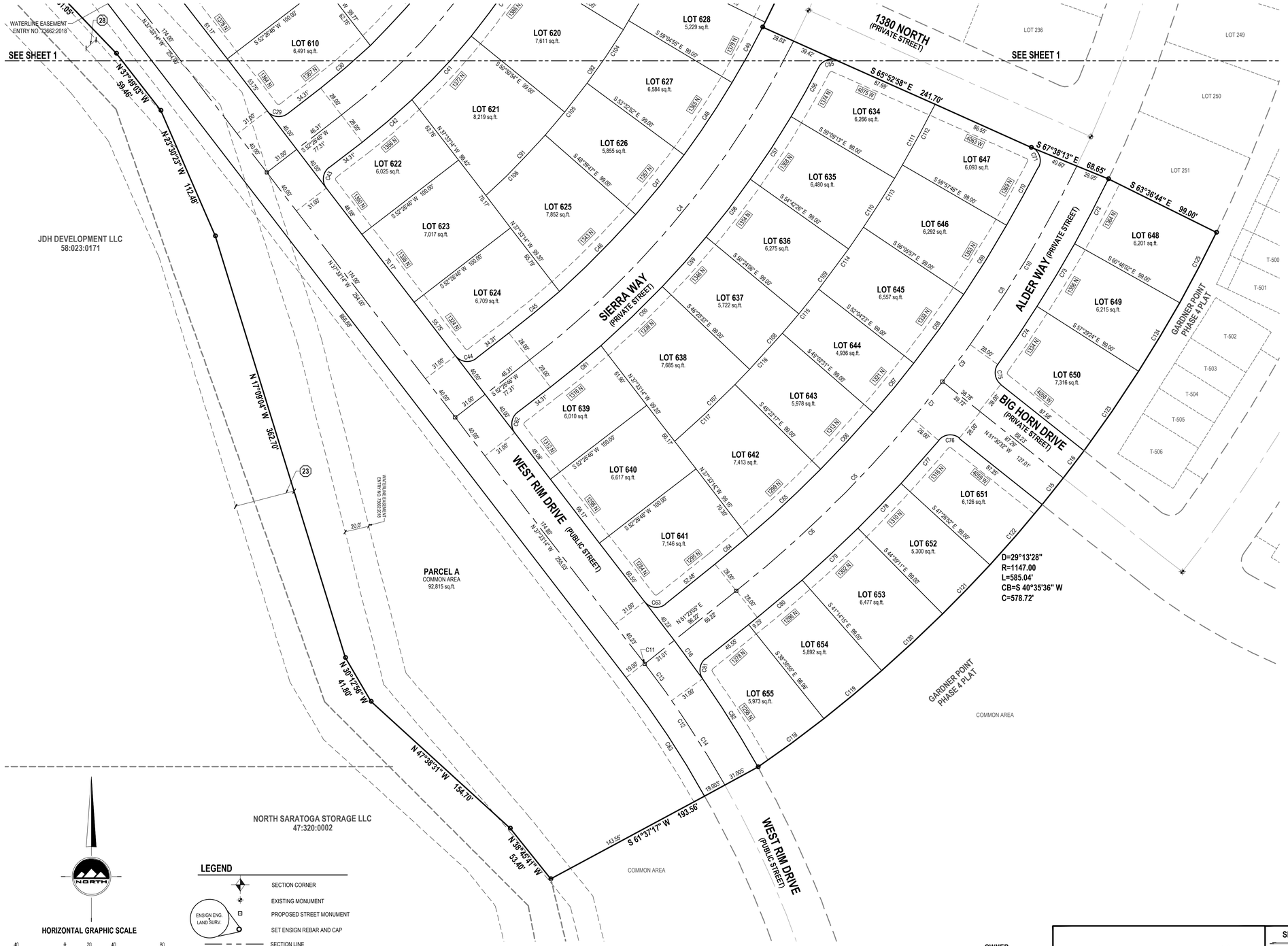
LOCATED IN THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

GARDNER POINT PHASE 6 PLAT

RESIDENTIAL DEVELOPMENT

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

LOCATED WITHIN NEIGHBORHOOD COMMERICAL (NC)
AND HIGH DENSITY RESIDENTIAL (R-3) ZONING



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1033.07'	163.23'	9°03'10"	S29°37'04"E	163.06'
C2	258.00'	236.64'	52°33'08"	N26°10'12"E	228.43'
C3	512.00'	469.61'	52°33'08"	N26°10'12"E	453.32'
C4	766.00'	343.24'	25°40'25"	N39°36'34"E	340.37'
C5	1020.00'	241.92'	13°35'22"	N44°35'24"E	241.36'
C6	1020.00'	202.96'	11°24'03"	N45°41'04"E	202.63'
C7	1020.00'	38.96'	2°11'19"	N38°53'23"E	38.96'
C8	1020.00'	209.25'	11°45'15"	N31°55'06"E	208.89'
C9	1020.00'	38.04'	2°08'13"	N36°43'37"E	38.04'
C10	1020.00'	171.21'	9°37'02"	N30°50'59"E	171.01'
C11	840.00'	0.56'	0°02'18"	N37°33'37"W	0.56'
C12	840.00'	119.52'	8°09'09"	N33°27'54"W	119.42'
C13	840.00'	37.32'	2°32'44"	N36°16'07"W	37.32'
C14	840.00'	82.20'	5°36'25"	N32°11'32"W	82.17'
C15	1147.00'	28.00'	1°23'55"	N38°34'18"E	28.00'
C16	871.00'	39.28'	2°35'02"	N36°17'15"W	39.27'
C16	1147.00'	28.01'	1°23'57"	N37°10'22"E	28.01'
C17	1052.07'	171.62'	9°20'48"	S29°30'06"E	171.43'
C18	1002.07'	89.66'	5°07'35"	S28°06'20"E	89.63'
C19	1002.07'	58.15'	3°19'29"	S32°19'52"E	58.14'
C20	1002.07'	1.72'	0°05'54"	S34°02'33"E	1.72'
C21	12.00'	18.85'	90°00'00"	S82°33'14"E	16.97'
C22	230.00'	97.62'	24°19'08"	N40°17'12"E	96.89'
C23	230.00'	113.34'	28°14'00"	N14°00'38"E	112.19'
C24	286.00'	62.88'	12°35'52"	N6°11'34"E	62.76'
C25	286.00'	77.97'	15°37'11"	N20°18'05"E	77.73'
C26	286.00'	67.46'	13°30'56"	N34°52'09"E	67.31'
C27	286.00'	54.01'	10°49'10"	N47°02'11"E	53.93'
C28	12.00'	18.85'	90°00'00"	S7°26'46"W	16.97'
C29	12.00'	18.85'	90°00'00"	S82°33'14"E	16.97'
C30	484.00'	53.80'	6°22'06"	N49°15'43"E	53.77'
C31	484.00'	103.53'	12°15'19"	N39°57'00"E	103.33'
C32	484.00'	101.06'	11°57'51"	N27°50'25"E	100.88'
C33	484.00'	92.17'	10°54'38"	N16°24'11"E	92.03'
C34	484.00'	93.38'	11°03'14"	N5°25'15"E	93.23'
C35	540.00'	41.38'	4°23'26"	N2°05'21"E	41.37'
C36	540.00'	74.01'	7°51'08"	N8°12'38"E	73.95'
C37	540.00'	72.49'	7°41'27"	N15°58'56"E	72.43'
C38	540.00'	48.38'	5°07'59"	N22°23'39"E	48.36'
C39	540.00'	63.32'	6°43'08"	N28°19'13"E	63.29'
C40	540.00'	70.42'	7°28'19"	N35°24'56"E	70.37'
C41	540.00'	71.52'	7°35'20"	N42°56'46"E	71.47'
C42	540.00'	53.77'	5°42'20"	N49°35'36"E	53.75'
C43	12.00'	18.85'	90°00'00"	S7°26'46"W	16.97'
C44	12.00'	18.85'	90°00'00"	S82°33'14"E	16.97'
C45	738.00'	53.73'	4°10'18"	N50°21'37"E	53.72'
C46	738.00'	88.92'	6°54'12"	N44°49'22"E	88.87'
C47	738.00'	63.36'	4°55'08"	N38°54'42"E	63.34'
C48	738.00'	71.28'	5°32'03"	N33°41'06"E	71.26'
C49	738.00'	56.61'	4°23'43"	N28°43'13"E	56.60'
C50	738.00'	69.03'	5°21'32"	N23°50'35"E	69.00'
C51	738.00'	85.95'	6°40'23"	N17°49'38"E	85.90'
C52	738.00'	56.61'	4°23'43"	N12°17'34"E	56.60'
C53	738.00'	72.71'	5°38'41"	N7°16'23"E	72.68'
C54	738.00'	58.69'	4°33'24"	N2°10'20"E	58.68'
C55	12.00'	18.14'	86°37'20"	S70°48'22"W	16.46'
C56	794.00'	46.44'	3°21'05"	N29°10'14"E	46.44'
C57	794.00'	61.62'	4°26'47"	N33°04'10"E	61.60'
C58	794.00'	59.67'	4°18'20"	N37°26'44"E	59.65'
C59	794.00'	54.40'	3°55'33"	N41°33'40"E	54.39'
C60	794.00'	69.91'	5°02'42"	N46°02'48"E	69.89'
C61	794.00'	53.73'	3°52'37"	N50°30'27"E	53.72'
C62	12.00'	18.85'	90°00'00"	S7°26'46"W	16.97'
C63	12.00'	19.07'	91°03'41"	S83°05'04"E	17.13'
C64	992.00'	35.34'	3°38'16"	N50°21'51"E	35.33'
C65	992.00'	81.64'	4°42'54"	N46°59'11"E	81.61'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C66	992.00'	63.55'	3°40'14"	N42°47'36"E	63.54'
C67	992.00'	52.48'	3°01'52"	N39°26'33"E	52.47'
C68	992.00'	69.71'	4°01'34"	N35°54'50"E	69.69'
C69	992.00'	66.89'	3°51'49"	N31°58'09"E	66.88'
C70	992.00'	54.41'	3°08'34"	N28°27'58"E	54.41'
C71	12.00'	19.43'	92°46'39"	N19°29'39"W	17.38'
C72	1048.00'	60.18'	3°17'24"	N27°35'16"E	60.17'
C73	1048.00'	59.94'	3°16'38"	N30°52'17"E	59.94'
C74	1048.00'	57.59'	3°10'02"	N34°05'03"E	57.58'
C75	12.00'	18.26'	87°10'03"	S7°55'31"E	16.55'
C76	12.00'	18.54'	88°30'27"	S84°14'15"W	16.75'
C77	1048.00'	46.98'	2°54'45"	N41°16'05"E	46.97'
C78	1048.00'	51.12'	2°47'41"	N43°56'58"E	51.11'
C79	1048.00'	62.48'	3°24'57"	N47°03'17"E	62.47'
C80	1048.00'	47.96'	2°37'20"	N50°04'25"E	47.96'
C81	12.00'	18.09'	86°22'50"	S8°11'40"W	16.43'
C82	871.00'	85.78'	5°38'35"	N32°10'27"W	85.75'
C83	821.00'	117.03'	8°10'03"	N33°29'45"W	116.93'
C84	385.00'	109.66'	16°19'09"	N36°16'15"E	109.29'
C85	385.00'	104.96'	15°37'11"	N20°18'05"E	104.63'
C86	385.00'	84.65'	12°35'52"	N6°11'34"E	84.48'
C87	385.00'	74.28'	11°03'14"	N5°25'15"E	74.16'
C88	385.00'	73.31'	10°54'38"	N16°24'11"E	73.20'
C89	385.00'	80.39'	11°57'51"	N27°50'25"E	80.25'
C90	385.00'	71.28'	10°36'29"	N39°07'35"E	71.18'
C91	639.00'	94.52'	8°28'30"	N43°23'21"E	94.43'
C92	639.00'	83.33'	7°28'19"	N35°24'56"E	83.27'
C93	639.00'	74.93'	6°43'08"	N28°19'13"E	74.89'
C94	639.00'	57.25'	5°07'59"	N22°23'39"E	57.23'
C95	639.00'	85.77'	7°41'27"	N15°58'56"E	85.71'
C96	639.00'	87.57'	7°51'08"	N8°12'38"E	87.50'
C97	639.00'	48.97'	4°23'26"	N2°05'21"E	48.95'
C98	639.00'	51.01'	4°34'25"	N2°10'51"E	51.00'
C99	639.00'	62.76'	5°37'39"	N7°16'53"E	62.74'
C100	639.00'	49.02'	4°23'43"	N12°17'34"E	49.01'
C101	639.00'	74.42'	6°40'23"	N17°49'38"E	74.38'
C102	639.00'	59.77'	5°21'32"	N23°50'35"E	59.75'
C103	639.00'	49.02'	4°23'43"	N28°43'13"E	49.01'
C104	639.00'	61.72'	5°32'03"	N33°41'06"E	61.70'
C105	639.00'	54.92'	4°55'27"	N38°54'51"E	54.90'
C106	639.00'	69.71'	6°15'01"	N44°30'05"E	69.67'
C107	893.00'	85.34'	5°28'31"	N46°15'42"E	85.31'
C108	893.00'	61.19'	3°55'33"	N41°33'40"E	61.18'
C109	893.00'	67.11'	4°18'20"	N37°26'44"E	67.09'
C110	893.00'	69.30'	4°26'47"	N33°04'10"E	69.28'
C111	893.00'	69.38'	4°27'06"	N28°37'14"E	69.36'
C112	893.00'	56.77'	3°38'34"	N28°12'58"E	56.76'
C113	893.00'	60.22'	3°51'49"	N31°58'09"E	60.21'
C114	893.00'	62.75'	4°01'34"	N35°54'50"E	62.74'
C115	893.00'	47.24'	3°01'52"	N39°26'33"E	47.24'
C116	893.00'	57.21'	3°40'14"	N42°47'36"E	57.20'
C117	893.00'	68.12'	4°22'15"	N46°48'51"E	68.11'
C118	1147.00'	67.20'	3°21'24"	N53°31'38"E	67.19'
C119	1147.00'	61.79'	3°05'11"	N50°18'21"E	61.78'
C120	1147.00'	68.38'	3°24'57"	N47°03'17"E	68.37'
C121	1147.00'	55.95'	2°47'41"	N43°56'58"E	55.94'
C122	1147.00'	65.68'	3°16'52"	N40°54'42"E	65.67'
C123	1147.00'	79.34'	3°57'48"	N34°29'30"E	79.33'
C124	1147.00'	65.61'	3°16'38"	N30°52'17"E	65.60'
C125	1147.00'	65.09'	3°15'06"	N27°36'25"E	65.08'

LEGEND

- SECTION CORNER
- EXISTING MONUMENT
- PROPOSED STREET MONUMENT
- SET ENSIGN REBAR AND CAP (ENSIGN ENG. LAND SURV.)
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE

NORTH

HORIZONTAL GRAPHIC SCALE

40 0 20 40 80
(IN FEET)
HORZ: 1 inch = 40 ft.

OWNER
EDGE HOMES UTAH, LLC
13702 S. 200 W. B12
DRAPER, UTAH 84020
801-494-0150

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM

LAYTON Phone:801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

SHEET 2 OF 2
PROJECT NUMBER : 8080
MANAGER : BDM
DRAWN BY : KFW
CHECKED BY : KFW
DATE : 2/2/22

SURVEYOR'S SEAL
PROFESSIONAL LAND SURVEYOR
No. 286882
PATRICK M. HARRIS
STATE OF UTAH

CITY ENGINEER'S SEAL

CLERK-RECORDER SEAL

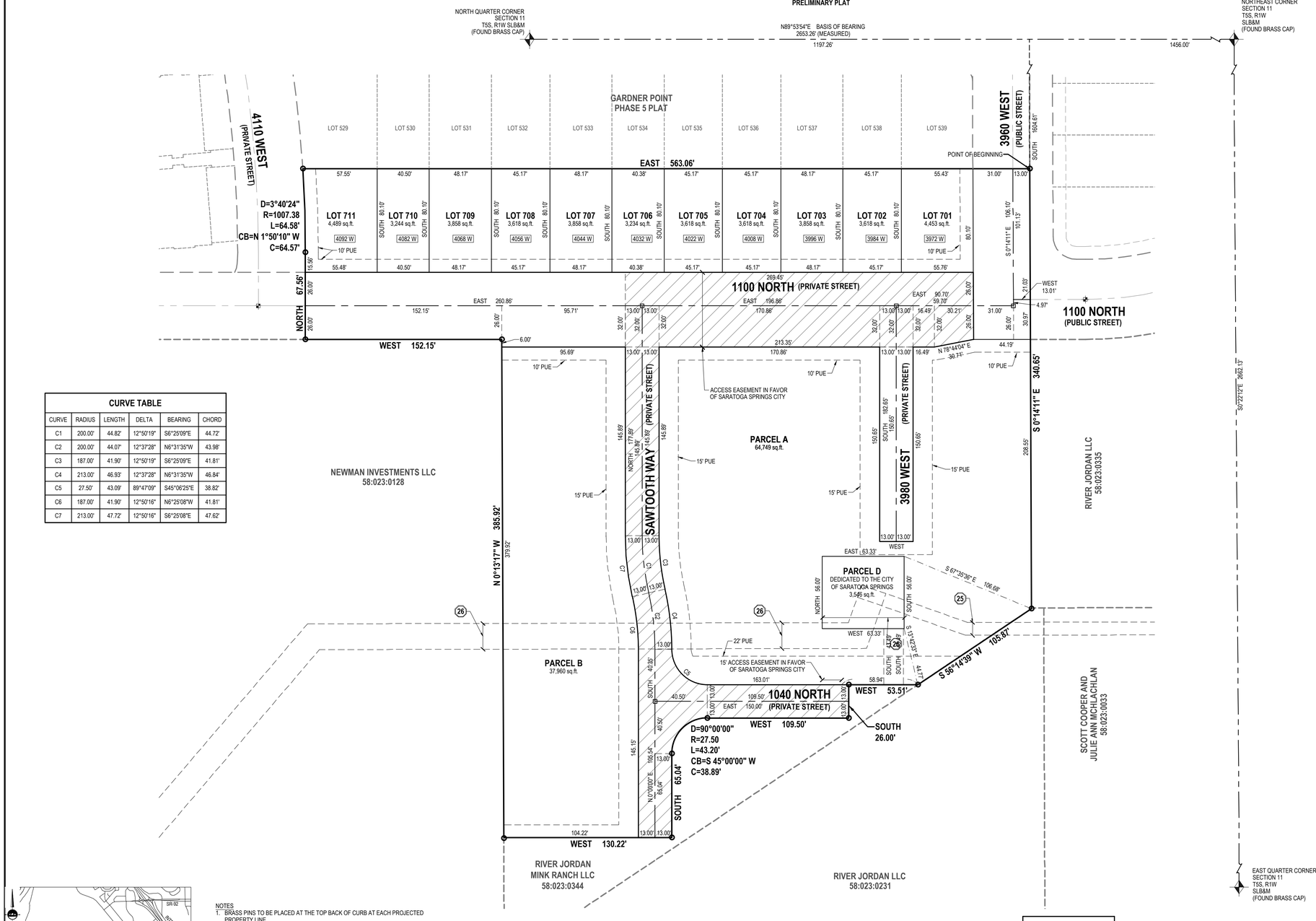
GARDNER POINT PHASE 6 PLAT

LOCATED IN THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

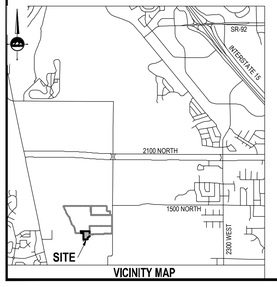
GARDNER POINT PHASE 7 PLAT

RESIDENTIAL DEVELOPMENT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH
LOCATED WITHIN NEIGHBORHOOD COMMERICAL (NC)
AND HIGH DENSITY RESIDENTIAL (R-3) ZONING
PRELIMINARY PLAT



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	200.00'	44.82'	12°50'19"	S62°25'09"E	44.72'
C2	200.00'	44.07'	12°37'28"	N62°31'35"W	43.98'
C3	187.00'	41.90'	12°50'19"	S62°25'09"E	41.81'
C4	213.00'	46.93'	12°37'28"	N62°31'35"W	46.84'
C5	27.50'	43.09'	89°47'09"	S45°06'25"E	38.82'
C6	187.00'	41.90'	12°50'16"	N62°25'08"W	41.81'
C7	213.00'	47.72'	12°50'16"	S62°25'08"E	47.62'



VICINITY MAP

NOTES
1. BRASS PINS TO BE PLACED AT THE TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE.
2. STORM DRAIN DETENTION CANNOT BE MODIFIED WITHOUT PERMISSION FROM THE LEHI CITY ENGINEER.
3. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, FACILITIES AND ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
4. COMMON SPACE AREAS AND PRIVATE STREETS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
5. LAND DRAIN LATERALS ARE NOT REQUIRED FOR THE PROJECT AS STATED IN THE LETTER PROVIDED BY INTERMOUNTAIN GEOENVIRONMENTAL SERVICES, INC. AND DATED MAY 1, 2018.
6. ALL PROJECT AMENITIES INCLUDING CLUBHOUSE, TOT LOT, SPORT COURT, BENCHES, AND TRAILS WITHIN COMMON AREAS WILL BEGIN CONSTRUCTION AT 60% OF BUILDING PERMITS ISSUED FOR THE OVERALL PROJECT AND BE COMPLETED BY 80% OF BUILDING PERMITS ISSUED.

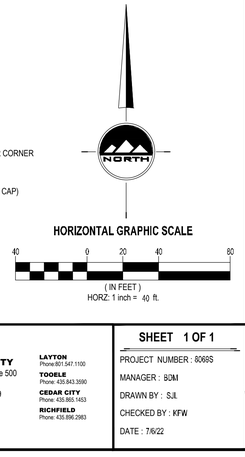
RIGHT TO FARM:
THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.

EASEMENT NOTES:
25. The effect, terms and conditions of an Underground Right of Way Easement granted to PacifiCorp, recorded March 9, 2005, as Entry No. 24625:2005 of official records.
26. The effect, terms and conditions of an Easement granted to City of Saratoga Springs, recorded March 30, 2005, as Entry No. 32884:2005 of official records.

SETBACKS FOR THE SINGLE FAMILY LOTS:
FRONT: 16' TO HOUSE; 20' TO GARAGE
REAR: 15'
SIDE: 5'
SIDE CORNER: 15'
FRONT PROPERTY LINE: 12' FROM TBC

LEGEND
- SECTION CORNER
- EXISTING MONUMENT
- PROPOSED STREET MONUMENT
- SET ENSIGN REBAR AND CAP (ENSIGN ENG. LAND SURV.)
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE

IRRIGATION SERVICES		
LOCATION	AREA (SQ FT)	SIZE (INCHES)
COMMON AREA	56,628	2



OWNER
EDGE HOMES UTAH, LLC
13702 S. 200 W. B12
DRAPER, UTAH 84020
801-494-0150

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM
LAYTON Phone:801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

SHEET 1 OF 1
PROJECT NUMBER : 8066S
MANAGER : BJM
DRAWN BY : SJL
CHECKED BY : KFW
DATE : 7/6/22

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as GARDNER POINT PHASE 7 PLAT, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land situate in the Northeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°53'54" East 1,197.26 feet and South 1,604.61 feet from the North Quarter Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°14'11" East 340.65 feet;
thence South 56°14'39" West 105.87 feet;
thence West 53.51 feet;
thence South 26.00 feet;
thence West 109.50 feet;
thence Southwesterly 43.20 feet along the arc of a 27.50 foot radius curve to the left (center bears South and the chord bears South 45°00'00" West 38.89 feet with a central angle of 90°00'00");
thence South 65.04 feet;
thence West 130.22 feet;
thence North 00°13'17" West 385.92 feet;
thence West 152.15 feet;
thence North 67.56 feet;
thence Northwesterly 64.58 feet along the arc of a 1,007.38 foot radius curve to the left (center bears North 89°59'58" West and the chord bears North 01°50'10" West 64.57 feet with a central angle of 03°40'24");
thence East 563.06 feet to the point of beginning.

Contains 200,245 Square Feet or 4.597 Acres 11 Lots and 2 Parcels

DATE

PATRICK M. HARRIS
LICENSE NO. 286882

UTILITY DEDICATION

By execution of this plat, the Owner(s) shown below does hereby grant and convey to the Lehi City and other public utility companies, a permanent easement and right of way in and to those areas reflected on the map and defined as "PRIVATE STREET", and "LIMITED COMMON" for construction and maintenance of approved public utilities and appurtenances together with right of access thereto.

RESERVATION OF COMMON AREAS

By execution of this plat, the Owner(s) shown below does hereby reserve all areas shown on this plat "COMMON AREA" for the common enjoyment of all owners and such owners guests and invitees to the project.

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

GARDNER POINT PHASE 7 PLAT

do hereby dedicate the streets, easements and other public areas as indicated hereon for the perpetual use of the public.
Pursuant to Code 10-9a-604d the owner hereby conveys the Common Area and Private Streets as indicated hereon to Gardner Point Master Association 12227 Business Park Dr., Suite 200 Draper, UT 84020.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20_____.

By:
Its:

ACKNOWLEDGMENT

STATE OF UTAH)
)S.S.
COUNTY OF UTAH)

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

NUMBER

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

PLANNING COMMISSION APPROVAL

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

CHAIR, PLANNING COMMISSION

ACCEPTANCE BY LEGISLATIVE BODY

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

MAYOR: _____

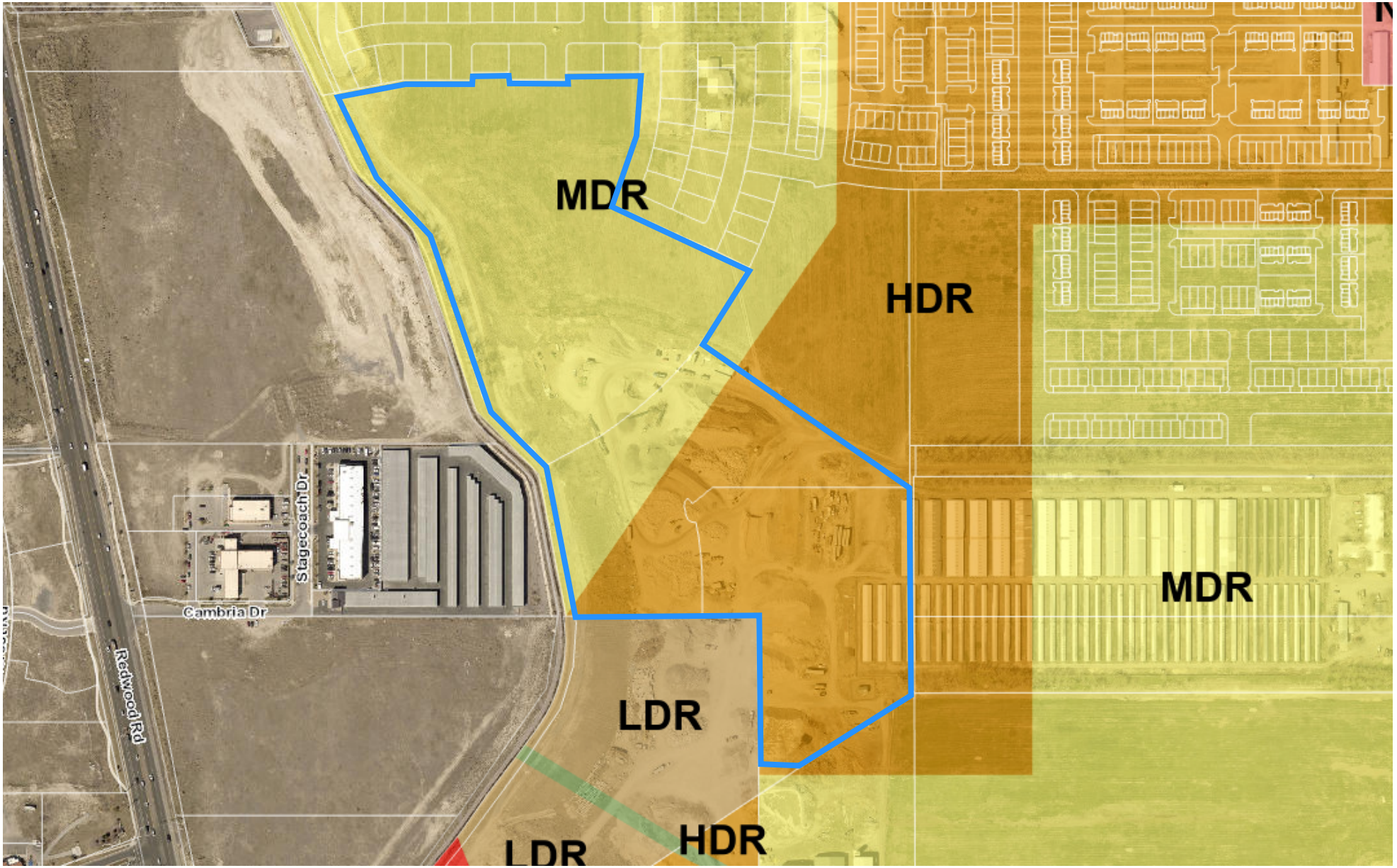
ATTEST: _____
CLERK/RECORDER (SEE SEAL BELOW)

GARDNER POINT PHASE 7 PLAT

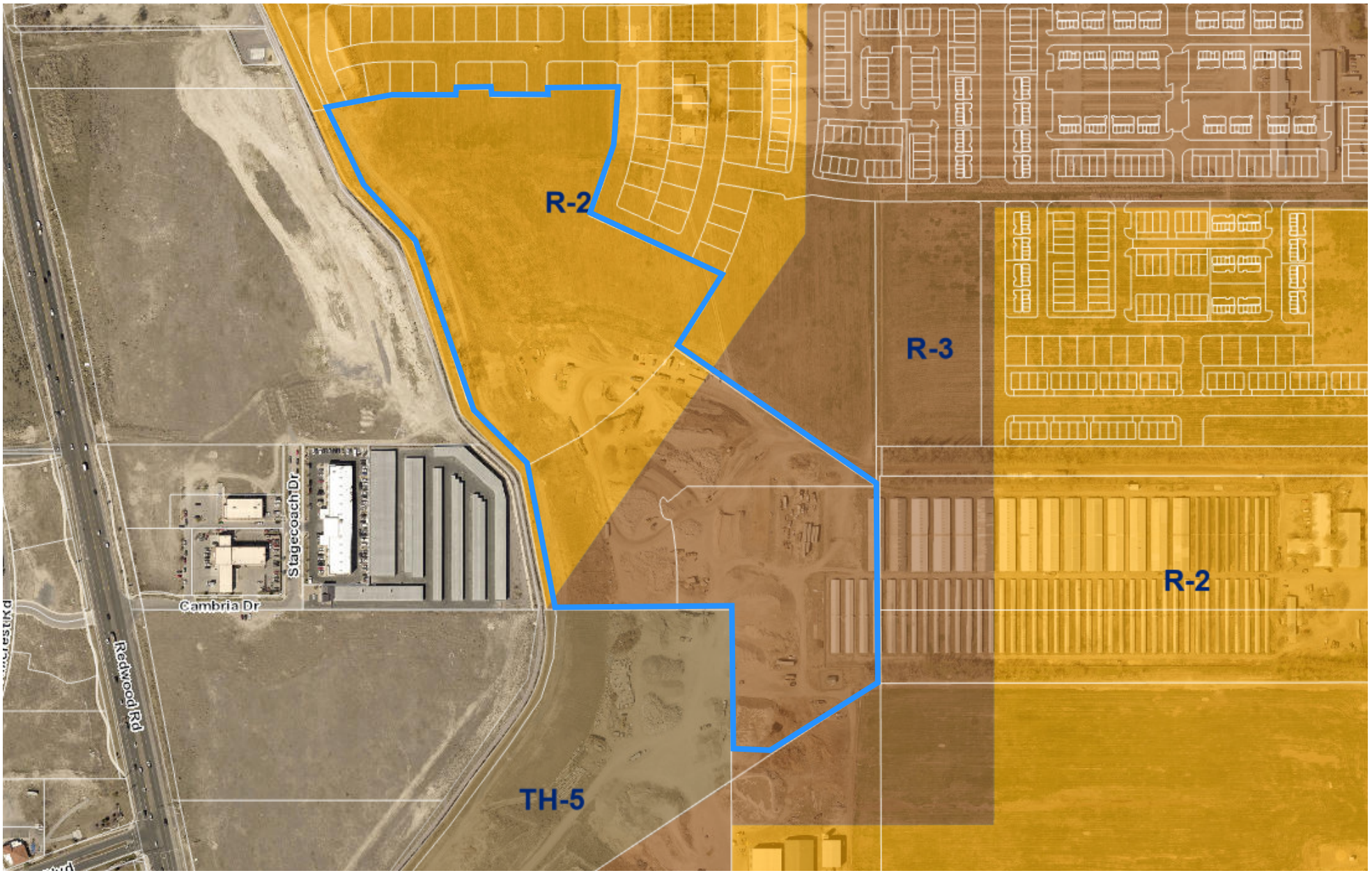
LOCATED IN THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

SURVEYORS SEAL: PROFESSIONAL LAND SURVEYOR — No. 286882 — PATRICK M. HARRIS — STATE OF UTAH
CITY ENGINEER'S SEAL
CLERK-RECORDER SEAL

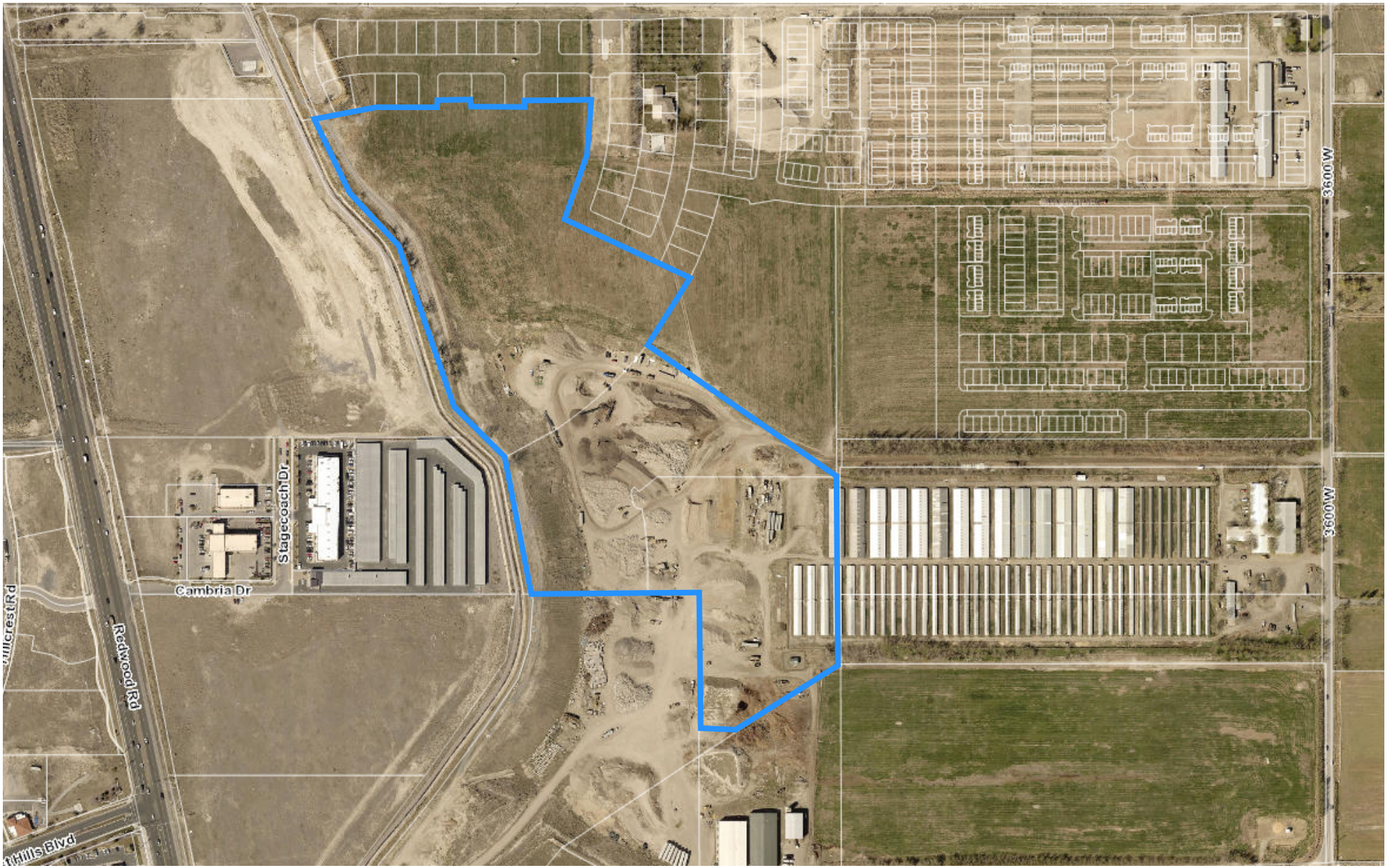
Gardner Point Phase 5, 6, and 7 Revisions
General Plan



Gardner Point Phase 5, 6, and 7 Revisions
Zone



Gardner Point Phase 5, 6, and 7 Revisions
Aerial



Agenda Item No: 10

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #39-2022, a Development Code Amendment to Chapter 3 Administration and to Figure 7 changing the Public Hearing requirements for Concept Plans.

Suggested Action:

Attachments:

CC Staff Report Chapter 3 Dev Code Amendment 08.09.22.docx

Chapter 3 Administration- Concept Plans and Public Hearings DRC 06.15.22.docx

Ord 39-2022.docx

Ch03Administration- concept plan public hearing revisions.pdf

CHAPTER 3 CONCEPT PLAN PUBLIC HEARINGS DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	August 9, 2022
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	June 15, 2022
Date of Planning Commission Review	July 14, 2022

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

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

REPORT ANALYSIS

The applicant requests approval of a proposed Development Code Amendment to Chapter 3 Administration. The proposed amendment changes the public hearing requirement for concept plans. Currently, the Code requires a public hearing for all concept plans. The amendment removes that requirement for site plan and subdivision concepts where the applicant does not request an exception. Several concept plans will still require a public hearing such as those requesting a PUD or PRD overlay, concept plans for a Planned Community or Transit Oriented Development, and those requesting an exception from the Code requirements. These concept plans have a level of discretion where public input can provide information that impacts the decision.

The proposed amendment also includes the approval chart. Adding information on the kinds of concept plans that require public hearing.

The DRC reviewed the proposed amendment and had two redline comments. The adjustments have not been made yet, so please consider including them in your motion.

1. Reword to “a concept plan required by this Code”
2. Include changes to Figure 7 to clarify public hearing

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed amendments to the Lehi City Development Code. Any motion should include findings. Possible findings include:

1. The proposed Development Code Amendment will/will not increase clarity on the type of approval and reduce the time spent on administrative approval concept plans.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISIION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendments on July 14, 2022. The minutes and motion from that meeting follow.

3.9) Public hearing and recommendation of Lehi City’s request for review of a Development Code Amendment to Chapter 3 Administration and to Figure 7 changing the Public Hearing requirements for Concept Plans.
(The Commissioners moved to hear 3.9 before 3.8)

Jacob presented information on the agenda item.

Commissioner Nielson opened the public hearing.

Commissioner Nielsen closed the public hearing.

> **Motion:** Commissioner Carlson moved to send a positive recommendation of **Lehi City’s request for review of a Development Code Amendment to Chapter 3 Administration and to Figure 7 changing the Public Hearing requirements for Concept Plans;** including all DRC comments and findings stated in the report. Commissioner Jackson seconded.
>
> **Vote:** Commissioner Nielsen, yes; Commissioner Everett, yes; Commissioner Britton, yes; Commissioner Carlson; yes; Commissioner Jackson, yes; Commissioner Eyre, yes; Commissioner Newall, yes. The vote passed unanimously.

Chapter 3 Administration
DRC Redline Comments

Lehi City- requests review of a Development Code Amendment to Chapter 3 Administration changing the public hearing requirements for concept plans.

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Matthew Meier, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer, Luke Seegmiller
Representatives of the Applicant Present: none
Date of Plans Reviewed: 6/7/22
Time Start: 3:57pm
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Matt – Public Works: No comments
Ross – Engineering: No comments
Luke- Traffic: No comments
Kim – Planning:
1. Reword to "a concept plan required by this Code"
2. Include changes to Figure 7 to clarify public hearing

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON JULY 14th

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: 39-2022

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 3 ADMINISTRATION, CONCEPT PLAN APPROVAL

WHEREAS, it has become necessary to amend Chapter 3 of the Lehi City Development Code, updating and clarifying public hearing for concept plans; and

WHEREAS, this amendment seeks to clarify that site plan and subdivision concepts not requesting an exception do not require public hearing; and

WHEREAS, following a public hearing on July 14, 2022, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on August 9, 2022, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of July 14, 2022, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 3 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 3 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 39 -2022 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

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

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

Approved and Adopted by the City Council of Lehi City this 9th day of August 2022.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

departments and divisions, collectively known as the Reviewing Departments, shall provide technical reviews on all development requests requiring approval from the Planning Commission and City Council:

1. Engineering Department;
2. Planning Division;
3. Public Works Department;
4. Building Division;
5. Fire Department;
6. Power Department;
7. Water Department;
8. Parks Division; and
9. Streets Division.

B. As requested by the Reviewing Departments, a representative from the Streets Division, Police Department, Recreation Division, and any other City department or staff may be asked to provide input during the review process.

C. Procedure. The following procedure shall govern the review and approval process on all development requests requiring approval from the Planning Commission or City Council:

1. The Planning Division shall coordinate and oversee the review process referenced in Section 03.060(A).

2. Applications for development requests shall be submitted to the Planning Division. Only complete applications, as determined by the Planning Division, shall be forwarded to the Reviewing Departments. It shall be the applicant's responsibility to ensure that the application is complete.

3. At any time during the review process, any or all of the Reviewing Departments may require the applicant to provide additional information regarding the applicant's development request. Any or all of the Reviewing Departments may also request the applicant to appear personally or through a representative of the applicant before the Department and provide additional information regarding the application.

4. The Planning Division shall compile and maintain a record of each Reviewing Department's application review. Once the Planning Division has received and compiled each required review for an application, the Planning Division shall forward the application and compilation of reviews to the Planning Commission and City Council, as applicable, for consideration. A consensus approval by the Reviewing Departments of the proposed development application is required before any such application or compilation of reviews is forwarded to the Planning Commission and City Council.

5. The Planning Division shall also provide a copy of the reviews to the applicant. Applications containing Development Code deficiencies, as indicated by the Reviewing Departments, shall be corrected by the applicant and resubmitted to the Planning Division for further review and submittal to the Planning Commission and City Council.

Section 03.070 Zoning Administrator.

It is the responsibility of the Zoning Administrator to ensure all processes, procedures and other provisions of this Code are consistently and equitably applied and to affect the general administration and enforcement of this Code. The City Council shall designate a staff person, or staff persons, to carry out the responsibilities of the Zoning Administrator. The staff person or persons designated are referred to in this Code as the "Zoning Administrator".

Section 03.080 Staff.

(Amended 12/13/16)

The staff of the Lehi City Planning Division shall perform the planning functions of the City, shall provide professional and technical support, advice and guidance on all amendments to the General Plan, General Plan Elements, and this Code, on all applications for development approval, permits, licenses and appeals, and shall perform all other functions as may be requested by the City Council, the Planning Commission, the Hearing Examiner, or as authorized by this Code.

Section 03.090 Meetings and Public Hearing.

(Amended 5/22/01; 7/10/07; 12/13/16)

All meetings and hearings of the City Council, Planning Commission, Hearing Examiner and Reviewing Departments shall comply with the provisions of this Code and the Utah Code. At least ten days' notice shall be provided for all public hearings required by this Code, except public hearings required for all applications for preliminary subdivision plat, which shall require at least seven days' notice, and all applications for annexation which shall be noticed according to the Utah Code. The applicant shall be required to pay the cost for the City to provide the required notice to all property owners and public entities as required by this Code.

Section 03.100 Public Hearing Noticing.

.(Amended 5/22/01; 11/19/19)

A. Courtesy Notices. As a courtesy to property owners, all applicants for a required by Code concept plan, conditional use permit or preliminary subdivision plat, and applicants requesting an exception or variance on a site plan or subdivision concept plan shall provide the City with stamped and preaddressed envelopes for each owner of record of each parcel located entirely or partly within 300 feet from any boundary of the property subject to the application, including any owners of property in unincorporated Utah County or adjacent municipalities, together with a mailing list for those owners.

Any defect in courtesy notice shall not affect or invalidate any hearing or action by the Planning Commission or City Council.

B. Required Notices.

1. All applicants for **g**eneral plan amendment, annexation, area plan, zoning map amendment or required subdivision plat amendment shall provide the City with stamped and preaddressed envelopes for each owner of record of each parcel located entirely or partly within 300 feet from any boundary of the property subject to the application, including any owners of property in unincorporated Utah County or adjacent municipalities, together with a mailing list for those owners.

2. All applicants for vacation of a street shall provide the City with stamped and preaddressed envelopes for each owner of record of each parcel that is accessed by the public street, together with a mailing list for those owners.

3. Amendments to subdivisions and vacation of or change to street shall also have a sign posted on the property to give notice to passers-by.

C. The names and addresses shall be as shown on the most recently available Utah County tax assessment rolls. It shall be the sole responsibility of the applicant to verify that the mailing list and envelopes are complete and accurate. The notices shall be mailed by the City and state that an application has been filed, the nature of the application or action, and the time place and date set for a public hearing or meeting on the matter.

Agenda Item No: 11

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-70, appointing a new Board Member to the Lehi City Historic Preservation Commission.

Suggested Action:

Attachments:

Res 2022-70.docx

LEHI CITY

RESOLUTION NO. 2022-70

A RESOLUTION OF THE LEHI CITY COUNCIL APPOINTING A NEW BOARD MEMBER TO THE LEHI CITY HISTORIC PRESERVATION COMMISSION

WHEREAS, the Lehi City Municipal Code Title 3, Chapter 1, outlines the qualification for membership, terms and vacancies for the Lehi Historic Preservation Commission; and

WHEREAS, the Mayor of Lehi City wishes to appoint 1 new member, along with the advice and consent of the City Council, to the Historic Preservation Commission.

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

1. Appoint Jason Bond as a Committee Member whose term shall begin immediately and expire December 31, 2025.

2. The provisions of this resolution shall take effect immediately upon passage.

Approved and Adopted by the City Council of Lehi City this 9th day of August, 2022.

LEHI CITY

_____
Mark Johnson, Mayor

Attest:

_____
Teisha Wilson, City Recorder

Agenda Item No: 12

City Council Agenda Item Report

Meeting Date: August 9, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-71, demanding that the owner of Cemetery Lot #293 file with the City Recorder a Notice of Claim to the lot.

Suggested Action:

Attachments:

Res 2022-71.docx

LEHI CITY

RESOLUTION NO. 2022-71

A RESOLUTION DEMANDING THAT THE OWNER OF CEMETERY LOT #293 FILE WITH THE CITY RECORDER A NOTICE OF CLAIM TO THE LOT

WHEREAS, under Utah State Code 8-5-6, before terminating rights to a cemetery burial plot, the Lehi City Council must adopt a resolution demanding that the owners of a lot, which has been unused for burial purposes for more than 60 years, file with the city recorder a notice of any claim to the lot; and

WHEREAS, City cemetery records show that plot #293 was owned by Gottlieb Beck and has gone unused for burial purposes for more than 60 years;

WHEREAS, Lehi City desires to terminate Mr. Beck's rights to plot #293 because the plot has gone unused for burial purposes for more than 60 years;

WHEREAS, on August 9, 2022, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) before terminating Mr. Beck's rights to plot #293, the City Council demands that Gottlieb Beck, the owner of lot #293, file with the city recorder a notice of claim to the lot; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

THEREFORE, BE IT RESOLVED by the City Council of Lehi City, Utah;

1. The City Council demands that Gottlieb Beck file a notice of claim to plot #293 with the City Recorder.

2. This resolution shall take effect immediately upon its adoption.

Approved and Adopted by the City Council of Lehi City this 9st day of August, 2022.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder