Lehi City Council Meeting
Agenda
March 31, 2020

6:00 PM - This will be a view-only electronic meeting. If you want to submit comments on an agenda item, please email the City Recorder at twilson@lehi-ut.gov by noon on the day of the meeting. All comments received are shared with the City Council and added to the public record.

Pre-Council, 6:00 p.m.

1. Welcome and Prayer

2. Presentations and Reports

   2.1. Fraud Risk Assessment Model - Dean Lundell

   2.2. COVID-19 operation recommendations briefing

   2.3. Update on continuing City services

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

4. Administrative Report

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

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. Presentations and Reports

2.1. Arbor Day Proclamation
Proclamation_Arbor_Day.pdf

3. Consent Agenda

3.1. Approve Minutes from the February 25, 2020 City Council meeting.
022520 CC2.pdf

3.2. Approve Purchase Orders
PO Index.pdf
Codale.pdf
PO Codale.pdf
PO S&L.pdf
PO Lierd.pdf

3.3. Consideration of Resolution #2020-19, an amendment to the Employee Policy Manual for compensation and classification.
Petitioner: Lehi City
Res 2020-19.docx

3.4. Consideration of Ordinance #12-2020, an Amendment to the Lehi City Code Section 7-1-2, Restricted Vehicles, to conform to the requirements of Utah State Code.
Petitioner: Lehi City
Ord 12-2020.docx

3.5. Consideration of Resolution #2020-14, approving an Amendment to the Option and Lease Agreement with Verizon Wireless.
Petitioner: Lehi City
Res 2020-14.docx
Agreement-First Amendment To Verizon Wireless Option and Lease Agreement (American Tower).docx

3.6. Consideration of Ordinance #13-2020, an Amendment to the Lehi City Code Section 4-1-5, Business License Provisions, to clarify term length and renewal time periods.
Petitioner: Lehi City
Ord 13-2020.docx

3.7. Consideration of Resolution #2020-15 approving an Agreement to Create a Fiber Network Feasibility Study between Magellan Advisors and Lehi City.

Petitioner: Lehi City

Res 2020-15.docx
Agreement_-_Fiber_Network_Feasibility_Study.pdf

3.8. Consideration of Resolution #2020-21, approval of an Agreement between Lehi City and Craig F Sorensen Construction for the installation of pressurized irrigation valves.

Petitioner: Lehi City

Res 2020-21.docx
Lehi Pressurized Irrigation Agreement.pdf

Regular Agenda

4. Consideration of Resolution #2020-20, approval of a Development Agreement with Thanksgiving Point Development for the Dancing Moose Montessori School.

Petitioner: Thanksgiving Point

Development Agreement (Montessori school) (city redlines).docx
Res 2020-20.docx

5. Consideration of Ordinance #14-2020, a zone change from Business Park to Commercial on 35-acres located at approximately 1450 West Innovation Way.

Petitioner: Innovation Pointe

CCR Innovation Pointe Zone Change 03.17.20.docx
Innovation Pointe Zone Change DRC 01.15.20.docx
Ord 14-2020.pdf
Innovation Pointe ZC narrative.pdf
Innovation Pointe maps.pdf
Ipointe-Aerial.pdf
Ipointe-Zoning.pdf

6. Consideration of Ordinance #15-2020, a General Plan amendment from Low Density Residential to Commercial on 1.4 acres located at approximately 400 West Bull River Road.

Petitioner: Jessica Lloyd

CCR Creative Learning Academy General Plan Amendment 03.17.20.docx
Creative Learning Academy GPA DRC 01.15.20.docx
Ord 15-2020.pdf
Creative Learning Academy GPA narrative & map.pdf
Creative Learning Academy- Aerial.pdf
Creative Learning Academy- General Plan.pdf
Creative Learning Academy- Zoning.pdf

7. Joyce Jones Annexation, approximately 4.846-acres of property located at approximately 3350 North 1200 West with proposed Commercial and TH-5 (transitional holding) zoning.

a. Public Hearing
b. Consideration of Ordinance #16-2020 approving the Joyce Jones Annexation.
c. Consideration of Resolution #2020-16 approving the Joyce Jones Annexation Agreement.

Petitioner: Clayton Preece

CCR Joyce Jones Final Annexation 03.17.20.docx

Joyce Ann Jones Annexation DRC 01.15.20.docx
Ord 16-2020.pdf
Joyce Jones Annexation Plat.pdf
Res 2020-16.pdf
Joyce Jones AnnexAgreement 03.11.2020.docx
Joyce Jones Annexation narrative.pdf
Joyce Jones Annexation- Aerial.pdf
Joyce Jones Annexation- General Plan.pdf
Joyce Jones Annexation- Zoning.pdf

8. Consideration of Preliminary subdivision approval of Hunting Farms, an 8-lot residential development located at 143 South 1100 West.

Petitioner: Adam Albrecht

CCR Hunting Farms Preliminary Subdivision 03.31.20.docx
Hunting Farms Preliminary Subdivision DRC 01.29.20.docx
Hunting Farms Preliminary narrative.pdf
Hunting Farms Preliminary Subdivision 01.29.20 drc response, plans, wetland maps.pdf
aerial.pdf
General Plan.pdf
zoning.pdf

9. Street Vacation on a portion of Vialetto Way between Revello Court and Oakridge Drive.

a. Public Hearing

b. Consideration of Ordinance #17-2020, a street vacation on a portion of Vialetto Way between Revello Court and Oakridge Drive.

Petitioner: Fieldstone Home

CCR Vialetto Way Street Vacation 03.17.20.docx
Vialetto Way Street Vacation DRC 01.29.20.docx
Ord 17-2020.pdf
Vialetto Dedication.pdf

10. Consideration of a grading permit for Hidden Canyon Plat C on 27.13 acres of property located off Fox Canyon Road.

Petitioner: Toll Brothers

CCR Hidden Canyon Grading 03.17.20.docx
Hidden Canyon Grading Permit DRC 01.29.20.docx
Grading permit memo 012320.pdf
GRADING EXHIBIT 012320.pdf
HIdden Canyon Grading-Aerial.pdf
Hidden Canyon Grading- General Plan.pdf
HIdden Canyon Grading-Zoning.pdf

11. Consideration of Final subdivision approval of the New Star Commercial Development, a 3-lot commercial subdivision located at approximately 333 South Millpond Drive.

Petitioner: Aki Miyagi

CCR New Star Commercial Development Final Subdivision 03.31.20.docx
New Star Commercial Development Subdivsion 2.26.2020.docx
New Star Commercial Development Plat_022820-Final PlatRev-2.pdf

Star aerial.pdf
Star GP.pdf
Star zoning.pdf

12. Consideration of Resolution #2020-17, a Resolution of intent to annex the Allred B Annexation, approximately .57-acres located at approximately 968 East Mesa Avenue with a proposed RA-1 zone.

Petitioner: Laura Allred

CCR Allred B Annexation - Resolution of Intent 03.17.20.docx
Allred B Annexation DRC 2.26.2020.docx
Resolution - Allred B Annexation 03.31.20.docx
Allred B Annexation narrative.pdf
Allred B Annexation Plat.pdf
Allred B- Aerial.pdf
Allred B- General Plan.pdf
Allred B- Zoning.pdf

13. Consideration of Ordinance #18-2020, Pine Springs Zone Change, approximately 3.1-acres of property located at 225 South 600 East, changing the zoning from TH-5 (transitional holding) to R-3 (high density residential).

Petitioner: Dan Ford

CCR Pine Springs Zone Change 03.31.20.docx
Pine Springs Zone Change DRC 01.29.20.docx
Ordinance - Pine Springs Zone Change 03.31.20.docx
Pine Springs Zone Change 01.29.20 narrative, map.pdf
aerial P.S.pdf
gp P.S.pdf
zoning P.S.pdf

14. Jacketta M. Clark Annexation, approximately 12.29-acres of property located at 1300 South 2000 West with proposed R-1-22 (residential/agriculture) zoning.

a. Public Hearing
b. Consideration of Ordinance #19-2020 approving the Jacketta M. Clark Annexation
c. Consideration of Resolution #2020-18 approving the Jacketta M. Clark Annexation Agreement

Petitioner: PHI Properties

CCR Jacketta M. Clark Annexation - Final Approval 03.31.20.docx
Jacketta M. Clark Annexation DRC 01.29.20.docx
Ordinance -Jacketta M. Clark Annexation 03.31.20.docx
Res 2020-18.pdf
Jacketta M. Clark Annexation narrative.pdf
Jacketta M. Clark Annexation plat.pdf
Jacketta Clark AnnexAgreement 03.11.2020.docx
clark annexation aerial.pdf
clark annexation gp.pdf
clark annexation zoning.pdf

15. Consideration of Preliminary subdivision approval of Staten Farms Plat B, a 9-lot residential development located at 1340 North 2020 West.

Petitioner: Chad Staten

CCR Staten Farms Plat B Preliminary Subdivision 03.31.20.docx
Staten Farms Preliminary Subdivision DRC 02.05.20.docx
Staten Farms Preliminary Subdivision 02.05.20 drc response, plans.pdf
aerial.pdf
gp.pdf
zoning.pdf

16. Consideration of Ordinance #20-2020, a Development Code amendment to Chapters 5 and 39, adding a Small Breed Dog Care Facility use in certain non-residential zones and a definition for the use.

Petitioner: Jennifer McMurrough

CCR Little Dog Care Facility Development Code Amendment 03.31.20.docx
Little Dogs Development Code Amendment DRC 02.12.2020.docx
Ordinance - Dev Code Chapters 5 and 39 - Small Breed Dog Care Facillity 03.17.20.docx
Dev. Code Amendment Small Breed Dog Facility narrative, ch. 5, ch. 39.pdf

17. Consideration of Final subdivision approval of Mitchell Grove, a 21-lot residential subdivision located at 1193 West 1500 North.

Petitioner: Mark Hampton

CCR Mitchell Grove Final Subdivision 03.31.20.docx
Mitchell Grove Final Subdivision DRC 02.12.2020.docx
Mitchell Grove Final Subdivision 02.06.20 drc response, plans.pdf
MG aerial.pdf
MG gp.pdf
MG zoning.pdf

18.

Consideration of Final subdivision approval of Hooke Vista, a 13-lot residential subdivision located at approximately 827 West 900 North.

Petitioner: Bryce Fairbourn

CCR Hooke Vista Final Subdivision 03.31.20.docx
Hooke Vista Subdivsion DRC 3.4.2020.docx
Hooke Vista Final Subdivision 03.04.20 drc response, plans.pdf
Hooke vista aerial.pdf
HV G.P.pdf
HV zoning.pdf

19. Consideration of Ordinance #21-2020 amending the Lehi City Development Code, Chapters 5, 12, 17, 23, 37, and 39.

Petitioner: Lehi City

Development Code Changes DRC 01.22.20.docx
Ord 21-2020.pdf
Development Code Changes DRC 02.05.20.docx
Historic District Recommended Code Change DRC 02.12.20.docx
Development Code Amendments Chapter 5- Tables (all).pdf
Development Code Amendments Chapter 12 (all).pdf
Ch17PUD cleanup.pdf
Recommended Code Change- Ch. 23 & 37 Historic District.pdf

CCR Lehi City Development Code Amendments 03.31.20.docx

20. Consideration of Ordinance #22-2020, a Development Code amendment to Chapters 37 and Table 5-030-B, adding more flexibility for exceptions on corner lots in the General Non-Residential Design District, and eliminating a permitted use from the Table of Uses

Petitioner: Lehi City

CCR Ch 37 and Table 05.030.B Dev Code Amendment 03.31.20.docx
Development Code Amendments DRC 3.4.2020.docx
Ord 22-2020.docx
Ch37DesignStandards.exceptions for building location.pdf
TBL05.030-B Commercial zones. eliminating use.pdf

21. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 768-7100 ext. 2254.
- This agenda has been properly posted and a copy provided to the local news media.

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Marilyn Banasky
Submitting Department: Finance
Item Type: Presentation
Agenda Section:

Subject:
Fraud Risk Assessment Model - Dean Lundell

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section:

Subject:
COVID-19 operation recommendations briefing

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Discussion
Agenda Section:

Subject:
Update on continuing City services

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section:

Subject:
Arbor Day Proclamation

Suggested Action:

Attachments:
Proclamation_Arbor_Day.pdf

Proclamation

Proclaiming April 25, 2020 as Arbor Day in Lehi, Utah

WHEREAS, in 1972, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for planting trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE BY PROCLAMATION of Mayor Mark Johnson and the Lehi City Municipal Council hereby proclaim April 25, 2020 as Arbor Day in Lehi City.

Dated this 17th day of March, 2020

CORPORATE SEAL OF LEHI CITY
STATE OF UTAH

_____

Mark Johnson, Mayor

Attest:

_____

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section:

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

Suggested Action:

Attachments:
022520 CC2.pdf

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

Minutes of the **Pre Council**, **Regular Session, and Joint Work Session** of the **Lehi City Council** held Tuesday, **February 25, 2020,** at the Lehi City Administration Building, 153 North 100 East, Lehi, Utah.

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

Excused: Chris Condie, Council Member

Others Present: Ryan Wood, City Attorney; Mike West, Community Development; Brad Kenison, Engineering; Dean Lundell, Finance Director; Shaye Ruitenbeek, Management Analyst; Teisha Wilson, City Recorder and approximately 45 citizens.

Pre-Council, 3:30 p.m.

1. Welcome and Prayer

Mayor Johnson welcomed everyone and noted that all Councilmembers were present expect for Councilors Condie and Hancock. Councilor Hancock will join the meeting by phone at 7:00 p.m. Councilor Southwick gave the Opening Prayer.

2. Presentations and Reports

2.1 Primary Children's Hospital Presentation

Representatives from the IHC Primary Children's Hospital attended the meeting. Bill Barnes introduced Lisa Poletti as the Administrator for the new hospital opening in Lehi. She stated that they are proposing a 5-story patient tower with 66 beds when it opens in 2023. Other amenities include a conference center, Ronald McDonald House, public outdoor space, and a food pantry. She stated that they want to be transparent and keep the residents up to date during the construction process. They are planning for a groundbreaking in September.

2.2 Pickleball Presentation

Lori Lee, a member of the Lehi Parks, Trails and Trees Committee stated that there is a large demand for pickleball courts, and there's an opportunity to host national tournaments if they had a large facility in Lehi. She introduced Chris Thackery, an ambassador for pickleball in Utah County. He stated that pickleball is diverse so kids to senior can play it. It's easy to learn and play with low cost. He encouraged the Council to construct a facility and stated that the cost of the construction can be recaptured through tournaments. He also stated that they have donors willing to donate construction materials. He stated that if it were part of a regional park then they could share restrooms and playgrounds which would save on costs.

DRAFT

Lee Adamson, with the Utah County Convention and Visitors Bureau, explained the overall economic benefit that this could bring to the City. The total construction cost would be $1.2 million.

Steve Marchbanks, Parks Director, stated that they would look at possible locations which may include Mellor-Rhoads, Ivory or Peck Park.

2.3 Review of Department Goals

Shaye Ruitenbeek, Management Analyst, stated that each city department recently created their goals based on the goal set by the Council at the budget retreat. She then presented each department's goals to the Council.

3. Agenda Questions

None.

4. Administrative Report

Dean Lundell explained the budget amendments that are part of the public hearing. He stated that some of those amendments are to account for grants. They also needed to replace a police car that was in an accident. The central air unit at City Hall needs to be replaced and the TSSD billings are higher then expected.

5. Mayor and Council Reports

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

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

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present except for Councilor Condie. Councilor Hancock joined the meeting by phone. Parker Johnson led the pledge of allegiance.

2. Presentations and Reports

2.1 Presentation by UTA- Patti Garver

Patti Garver with UTA gave an update on the current studies being conducted by UTA. She stated that they are looking at the areas of South Salt Lake County and North Utah County for light rail. She also stated that a Bus Rapid Transit Study is being conducted from Orem to Lehi.

2.2 Sanctuary City Proclamation

Mayor Johnson stated that two Councilmembers were interested in entertaining this proclamation. He read the proclamation and stated that this does not legally obligate the City to anything, and then asked if there was any public comment.

Marilee Boyack stated that she initiated this with the Council and was in full support of its approval.

DRAFT

Sarah Blotered was against the proposal and stated that the city doesn't have the resources to dedicate to this issue.

Wes Davey expressed concern with parts of the language in the proclamation.

Erin Bollen was in support.

Michelle Miles was in support.

Alvin Jensen was in support.

Mary Ann Christensen was in support.

Kaitlyn Powell was in support.

Timothy Shamal was in support.

Steve Boyack was in support.

Michelle Stallings was in support.

Rudy Rodrigues was in support.

Patty Smith was in support.

All Councilors were supportive of the proclamation.

The Mayor and Councilors then signed the proclamation.

2.3 Road Transpiration updates

a. Leah Jaramillo was representing UDOT. She stated that they are in the final phases of completing the Technology Corridor project. She stated that there will need to be some State Street closures as they demo the bridge pillars.

b. Brad Kenison stated that they are putting bid documents together for the Main Street widening project and asked if the Council was willing to include 2 cost estimates. One estimate would be if they left the bridge open and a second estimate would be with the bridge closed. He expressed that Saratoga Springs would prefer that the bid documents not include an option to close the bridge. The Council reached consensus that they would like to see both cost estimates in the bid documents.

3. Citizen Input (for public comments on items not listed on the agenda)

Wendy Shoop stated that she has a pothole in front of her home and would like to know who she needs to talk to. She asked that the Council not split the City and likes that this is a family friendly community.

DRAFT

4. Consent Agenda

4.1. Approve Minutes from the February 4, 2020 Budget Retreat and the February 11, 2020 City Council Meeting

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

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

5. Osmond Annexation

a. Public Hearing

Mayor Johnson opened the public hearing on this item.
There were no comments.

b. Ordinance #11-2020, approval of the Osmond Annexation, approximately 6.46 acres located on Digital Drive by the point of the mountain with proposed Commercial zoning

Jared Osmond was representing the applicant. He stated that he wants to build and office building here and he's working through the utility connections.

Motion: Councilor Southwick moved to approve Ordinance #11-2020, approval of the Osmond Annexation, approximately 6.46 acres located on Digital Drive by the point of the mountain with proposed Commercial zoning; subject to the completion of all Development Review Committee and Planning Commission comments. Councilor Albrecht seconded the motion.

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

6. FY2020 Budget Amendment

a. Public Hearing

The Mayor opened the public hearing on this item.

Wendy Shoop asked clarifying questions regarding the budget amendments.

b. Consideration of Resolution #2020-13, amending the Budget for the City of Lehi for Fiscal Year 2020 (July 1, 2019- June 30, 2020).

Motion: Councilor Koivisto moved to approve Resolution #2020-13, amending the Budget for the City of Lehi for Fiscal Year 2020 (July 1, 2019- June 30, 2020. Councilor Southwick seconded the motion.

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

7. Consideration of Resolution #2020-11, appointing a Board Member to the Timpanogos Special Service District.

Motion: Councilor Albrecht moved to approve Resolution #2020-11, appointing a Board Member to the Timpanogos Special Service District. Councilor Southwick seconded the motion.

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

8. Consideration of Resolution #2020-12, appointing a Board Member and Alternate to the North Utah County Aquifer Council.

Motion: Councilor Koivisto moved to approve Resolution #2020-12, appointing a Board Member and Alternate to the North Utah County Aquifer Council. Councilor Albrecht seconded the motion.

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

9. Adjournment

With no further business to come before the City Council at this time, Councilor Southwick moved to adjourn the meeting. Councilor Koivisto seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 8:45 p.m.

Approved: March 17, 2020 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section:

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:
PO Index.pdf

Codale.pdf

PO Codale.pdf

PO S&L.pdf

PO Lierd.pdf

LEHI CITY
CITY COUNCIL AGENDA
March 17, 2019

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Amt (before PO)
Codale Electric	Transformers	$148,922.00	Inventory
	Okonite 160	$401,544	
S & L Incorporated	Spring Rehabilitation Bid	$268,720.00	$270,000.00
Dennie Lierd II Construction Inc	Trinnaman Lane Upsize & Replacement	$255,210.00	300,000.00

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE

6499

LEHI CITY

6625
ISSUED TO: CODALE ELECTRIC SUPPLY INC.
P.O. BOX 740525

LOS ANGELES CA 90074-0525

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

DEPARTMENT:

PURCHASE ORDER DATE: 02/26/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	75 KVA, 150 KVA, 225 KVA, 500 KVA, 1000 KVA, 1500 KVA TRANSF	148,922.00	148,922.00	53-1415

TOTAL 148,922.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

6499

Lehi City Purchase Requisition Request

Supplier	**Name**	Codale Electric Supply		**Vender #**	**6625**
	Street	362 south Commerce Loop		**Date**	**2/24/2020**
	City	Orem	**State**	Utah	
	Zip	84058	**Phone**	801-724-3000	

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

Quanity	Unit	Materials and Description	Price	Total
1		75 KVA 480Y/277 3-PH TRANSFORMER	$5,225.00	$5,225.00
3		150 KVA 208Y/120 3-PH TRANSFORMER	$7,020.00	$21,060.00
1		225 KVA 480Y/277 3-PH TRANSFORMER	$7,992.00	$7,992.00
2		500 KVA 480Y/277 3-PH TRANSFORMER	$11,075.00	$22,150.00
2		500 KVA 208Y/120 3-PH TRANSFORMER	$12,120.00	$24,240.00
1		1000 KVA 208Y/120 3-PH TRANSFORMER	$18,535.00	$18,535.00
2		1500 KVA 208Y/120 3-PH TRANSFORMER	$24,860.00	$49,720.00
				$148,922.00

Justification:	Price Determination	
AS PER LEHI CITY DISTRIBUTION	Verbal Quote	
TRANSFORMERS BID NO.2018-11	Informal Bid	
AWARDED TO CODALE	Written Bid	*
	State Bid	
	Other	

Inventory

CODALE
A Sonepar Company

** Quotation **

Send P/O To:
Codale Electric Supply, Inc.
5225 WEST 2400 SOUTH
SALT LAKE CITY, UT 84120-1264
Phone # : 801-975-7300

Bid #: S6964511
Page #: 1

Bid To:
LEHI CITY POWER
153 NORTH 100 EAST
ATTN:PENNY JENSEN
LEHI, UT 84043
Phone # : 801-768-7100

Ship To:
LEHI CITY POWER/ SHOPS
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043

JOB: HOWARD 3PHASE XFRMRS

Bid-Date	Expr-Date	Writer	Salesman	Ship Via
01/23/20	02/22/20	John Grace	Greg McPhie	203AM PROVO NOR

Qty	Description	Net Prc	Ext Prc
	********* Shipping Instructions **********		
	* PLEASE CALL 24HRS BEFORE DELIVERY *		
	* KENNY NORRIS MBL: 801-655-3042 *		
	**********		
3	HOWARD 150KVA 3-PHASE PADMOUNT TRANSFORMER 12470/7200 PRIMARY 208/120 SECONDARY N/S Item: Mfg Return Policy Applies HOWARD QUOTE # SJ-5320 ITEM #6 ********** Pn: 3543321	7020.000ea	21060.00
1	HOWARD 75KVA 3-PHASE PADMOUNT TRANSFORMER 12470/7200 PRIMARY 480/277 SECONDARY N/S Item: Mfg Return Policy Applies **********14-16 WK LT ARO********** ** QUOTE # SJ-5320 ITEM #20 ** Pn: 4302436	5225.000ea	5225.00
1	HOWARD 225KVA 3PH PADMOUNT XFRMR HV 12470/7200 LV 480Y/277 N/S Item: Mfg Return Policy Applies HOWARD QUOTE # SJ-5320 ITEM #9 ********** Pn: 3554999	7992.000ea	7992.00
2	HOWARD 500KVA 3PH PADMOUNT XFRMR HV 12470/7200 LV 480Y/277	11075.000ea	22150.00

*** Continued on Next Page ***
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All Sales subject to Codale's Terms and Conditions (T&C's) available at www.codale.com/terms. Price listed on this quotation are subject to change without notice beyond expiration date. Sales Tax is not included in any Bid. Payment terms are subject to approved credit. Prices are exclusive of applicable taxes unless noted.

CODALE
A Sonepar Company

** Quotation **

Send P/O To:
Codale Electric Supply, Inc.
5225 WEST 2400 SOUTH
SALT LAKE CITY, UT 84120-1264
Phone # : 801-975-7300

Bid #: S6964511
Page #: 2

Bid To:
LEHI CITY POWER
153 NORTH 100 EAST
ATTN:PENNY JENSEN
LEHI, UT 84043
Phone # : 801-768-7100

Ship To:
LEHI CITY POWER/ SHOPS
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043

JOB: HOWARD 3PHASE XFRMRS

Bid-Date	Expr-Date	Writer	Salesman	Ship Via
01/23/20	02/22/20	John Grace	Greg McPhie	203AM PROVO NOR

Qty	Description	Net Prc	Ext Prc
	N/S Item: Mfg Return Policy Applies HOWARD QUOTE # SJ-5320 ITEM #13 ********** Pn: 4302440		
2	HOWARD 500KVA 3-PHASE PADMOUNT 12470GRDY/7200 PRIMARY 208Y/120 SECONDARY N/S Item: Mfg Return Policy Applies HOWARD QUOTE # SJ-5320 ITEM #12 ********** Pn: 3524617	12120.000ea	24240.00
1	HOWARD 1000KVA 3-PHASE PADMOUNT TRANSFORMER 12470/7200 PRIMARY 480/277 SECONDARY N/S Item: Mfg Return Policy Applies HOWARD QUOTE # SJ-5320 ITEM #17 ********** Pn: 3543332	18535.000ea	18535.00
2	HOWARD 1500KVA 3-PH PADMOUNT TRANSFORMER 12470/7200 HV 480/277 LV N/S Item: Mfg Return Policy Applies HOWARD QUOTE # SJ-5320 ITEM #18 ********** Pn: 3594893	24860.000ea	49720.00
	Bid Total		148922.00

*** Continued on Next Page ***

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All Sales subject to Codale's Terms and Conditions (T&C's) available at www.codale.com/terms. Price listed on this quotation are subject to change without notice beyond expiration date. Sales Tax is not included in any Bid. Payment terms are subject to approved credit. Prices are exclusive of applicable taxes unless noted.

CODALE
A Sonepar Company

** Quotation **

Send P/O To:
Codale Electric Supply, Inc.
5225 WEST 2400 SOUTH
SALT LAKE CITY, UT 84120-1264
Phone # : 801-975-7300

Bid #: S6964511
Page #: 3

Bid To:
LEHI CITY POWER
153 NORTH 100 EAST
ATTN:PENNY JENSEN
LEHI, UT 84043
Phone # : 801-768-7100

Ship To:
LEHI CITY POWER/ SHOPS
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043

JOB: HOWARD 3PHASE XFRMRS

Bid-Date	Expr-Date	Writer	Salesman	Ship Via
01/23/20	02/22/20	John Grace	Greg McPhie	203AM PROVO NOR

Qty	Description	Net Prc	Ext Prc
	Bid Amount		148922.00

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All Sales subject to Codale's Terms and Conditions (T&C's) available at www.codale.com/terms. Price listed on this quotation are subject to change without notice beyond expiration date. Sales Tax is not included in any Bid. Payment terms are subject to approved credit. Prices are exclusive of applicable taxes unless noted.

PURCHASE ORDER

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE **# 6508**

LEHI CITY

6625
ISSUED TO: CODALE ELECTRIC SUPPLY INC.
P.O. BOX 740525

LOS ANGELES CA 90074-0525

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

DEPARTMENT: power

PURCHASE ORDER DATE: 03/11/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	OKONITE 160 23 9590 1100 MCM ALUMINUM	401,544.00	401,544.00	53-1415

TOTAL 401,544.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

6508

Lehi City Purchase Requisition Request

Supplier	**Name**	Codale Electric Supply		**Vender #**	**6625**
	Street	362 south Commerce Loop		**Date**	**3/11/2020**
	City	Orem	**State**	Utah	
	Zip	84058	**Phone**	801-724-3000	

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

Quanity	Unit	Materials and Description	Price	Total
50,700		OKONITE 160-23-9590 1100MCM ALUMINUM	$7.92	$401,544.00
		15KV URD EPR 1/6 NEUTRAL 220MIL 133%		
		INSULATION		
				$401,544.00

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

Inventory on Hand.

CODALE
A Sonepar Company

** Quotation **

Send P/O To:
Codale Electric Supply, Inc.
5225 WEST 2400 SOUTH
SALT LAKE CITY, UT 84120-1264
Phone # : 801-975-7300

Bid #: S6999518
Page #: 1

Bid To:
LEHI CITY POWER
153 NORTH 100 EAST
ATTN:PENNY JENSEN
LEHI, UT 84043
Phone # : 801-768-7100

Ship To:
LEHI CITY POWER/ SHOPS
560 WEST GLENN CARTER DRIVE
LEHI, UT 84043

JOB: 1100 2-27-2020

Bid-Date	Expr-Date	Writer	Salesman	Ship Via
03/11/20	03/28/20	John Grace	Greg McPhie	120 UTAH COUNTY

Qty	Description	Net Prc	Ext Prc
50700	OKONITE 160-23-9590 1100MCM ALUMINUM 15KV URD EPR 1/6 NEUTRAL 220MIL 133% INSULATION **CONFIRM REELS AS RELEASED** Pn: 3416374	7920.000M	401544.00
	Bid Total		401544.00
	Bid Amount		401544.00

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All Sales subject to Codale's Terms and Conditions (T&C's) available at www.codale.com/terms. Price listed on this quotation are subject to change without notice beyond expiration date. Sales Tax is not included in any Bid. Payment terms are subject to approved credit. Prices are exclusive of applicable taxes unless noted.

LEHI CITY
POWER DEPARTMENT

03/11/2020

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 Codale 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 Codale 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

Power Department
Office 385.201.2610

560 W Glen Carter Drive
Lehi, UT 84043

lehi-ut.gov

PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE # 6512

LEHI CITY

48261

ISSUED TO: S&L INCORPORATED
935 WEST CENTER STREET

LINDON UT 84042

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

DEPARTMENT: water

PURCHASE ORDER DATE: 03/11/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	SPRING REHABILITATION BID BASE	268,720.00	268,720.00	51-50-19-001

TOTAL 268,720.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

6512

LEHI CITY PURCHASE REQUISITION REQUEST

Supplier

Name S&L

Street 935 W. Center

City Lindon **State** UT

Zip 84042 **Telephone** 801-420-1545

Vendor _____

Date March 9, 2020

Culinary | 51-50-19-001 | **Department Head Signature**

Requesting Department | **Department Account Numbers**

Quantity	Unit	Materials and Description	Price	Total
1		Spring Rehabilitation - bid base	$268,720.00	$268,720.00
				$268,720.00

JUSTIFICATION: This project will develop new springs, which
will eliminate surface water that is influencing lower springs.
The original bid included another spring rehab, but due to
high bids we will only be able complete this portion at this time.

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

270,000.00

	Bid Base	Additive Alternate	Total
Geneva Rock	$ 379,867.50	$ 105,856.50	$ 485,724.00
S&L	$ 268,720.00	$ 119,030.00	$ 387,750.00
Strong Solutions	$ 346,420.00	$ 156,042.00	502,462.00
TSJ Construction	$ 457,514.00	$ 199,656.30	657,170.30

AGREEMENT FOR SPRING REDEVELOPMENT
AT LOWER SCHOOL HOUSE SPRINGS IN LEHI, UTAH

THIS AGREEMENT is made and entered into this 10 day of March, 2020 between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and S&L Inc., 935 W. Center Street, Lindon, UT 84042 ("Contractor").

WHEREAS, City desires to perform spring redevelopment and exploratory trenching for existing pipe, perforated collection pipe, spring collection manholes, clay, cut-off walls, clean washed rock, outlet piping, connecting to existing pipe and related work at Lower School House Springs; and

WHEREAS, City let Request for Proposals (RFP) 2020-01 to identify firms and companies which would best serve the needs of the City to provide such spring redevelopment; and

WHEREAS, Contractor submitted their proposal to provide such work and the City desires to contract with them to perform the work specified in the RFP;

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

1. **Agreement**. City hereby hires Contractor and Contractor agrees to be bound to the City to perform spring redevelopment and exploratory trenching for existing pipe, perforated collection pipe, spring collection manholes, clay, cut-off walls, clean washed rock, outlet piping, connecting to existing pipe and related work at Lower School House Springs as specified in City's RFP 2020-01.

2. **Start Date**. This Agreement shall begin immediately upon signing.

3. **Scope of Services**. The Scope of Services which Contractor shall perform is attached as Exhibit A, which is by this reference made a part hereof.

4. **Consideration Payment**. Upon Contractor's successful completion of the Scope of Services, City shall pay Contractor up to Two Hundred Sixty-Eight Thousand Seven Hundred Twenty Dollars ($268,720.00), based on invoicing submitted by Contractor pursuant to Contractor's Base Bid Schedule attached hereto as Exhibit B, which is by this reference made a part hereof.

5. **Completion.** Contractor shall complete the Services on or before July 1, 2020.

6. **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.

7. **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.

8. **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.

   8.1 Prior to terminating this Agreement is 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.

   8.2 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.

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

8.4 If the Lehi City Council decides not to appropriate a sufficient amount of resources to fund the consideration payment, this Agreement shall be void. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the consideration payment.

9. **Taxes**.

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

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

10. **Indemnification and Insurance**.

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

Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.

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

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

10.4 Contractor, at its own expense, shall maintain comprehensive general liability insurance, including but not limited to $3,000,000 per occurrence.

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

10.6 Contractor, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to Contractor's profession, with a minimum coverage of $1,000,000 per occurrence. The professional liability/errors and omissions insurance must be project specific with at least 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.

10.7 Before commencing the Scope of Service, 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.

10.8 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this

Agreement until after the Scope of Service has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

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

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

13. **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.

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

15. **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.

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

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

18. **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, 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.

19. **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.

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

21. **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.

"CONTRACTOR"

By: _____
It: _____

"CITY"
LEHI CITY, a municipal corporation and political subdivision of the state of Utah

By: _____
Name: _____
Title: _____

ATTEST:

_____
City Recorder

EXHIBIT A
SCOPE OF SERVICES

The Lower School House Springs Project is located in the foothills above Alpine City on Lehi City property and the includes:

- Spring redevelopment and exploratory trenching for a new spring collection area.
- Site clearing and grubbing at the new spring site and along the pipeline alignment.
- Provide and install 6-inch perforated collection pipe and 6-inch transmission pipe.
- Spring development including excavation, washed rock, impermeable liner, geotextile fabric, clay cu –off walls, collection and junction manholes, headwalls, surface ditches, connecting the existing structure and related work as outlined in the contract documents.
- Site restoration including final grading and seeding.

EXHIBIT B
BASE BID SCHEDULE

UNIT PRICE BID

BASE BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	XXX	50,000.00
1-2	SWPPP and Dust Control	L.S.	1	XXX	3000.00
1-3	Construction Staking	L.S.	1	XXX	4000.00
1-4	Site Clearing and Grubbing	L.S.	1	XXX	10,000.00
1-5	Seeding	Acre	1.00	5000.00	5000.00
1-6	Spring Exploratory Excavation	Hour	60	250.00	15000.00
1-7	6" Class 200 PVC Water Pipe	L.F.	100	50.00	5000.00
1-8	6" Diameter DR 32.5 HDPE Water Pipe	L.F.	820	55.00	45100.00
1-9	6" Spring Collection Pipe	L.F.	210	40.00	8400.00
1-10	Spring Collection Manhole- Type 1	Each	1	15,000.00	15000.00
1-11	Spring Collection Manhole- Type 2	Each	1	20,000.00	20000.00
1-12	Junction Manhole	Each	1	18,000.00	18,000.00
1-13	Clay Cutoff Wall	C.Y.	90	60.00	5400.00
1-14	1-1/2" Washed Rock	C.Y.	70	80.00	5600.00
1-15	40 Mil Impermeable Liner	S.Y.	1220	10.00	12,200.00
1-16	Geotextile Filter Fabric	S.Y.	140	6.00	840.00
1-17	Native Semi-Impervious Fill	C.Y.	1,570	8.00	12,560.00
1-18	Native Backfill Placement and Final Grading	Acre	1.00	10,000.00	10,000.00
1-19	Surface Ditch	L.F.	660	7.00	4620.00
1-20	Drain Pipe Headwall	Each	2	9500.00	19000.00
				Base Bid - Subtotal	268,720.00

PURCHASE ORDER

LEHI CITY

LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE **# 6505**

588474

ISSUED TO: DENNIS LIERD II CONSTRUCTION INC
3013 N 425 W

LEHI UT 84043

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

DEPARTMENT: Water

PURCHASE ORDER DATE: 03/09/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	TRINNAMAN LANE UPSIZE AND REPLACEMENT	255,210.00	255,210.00	55-50-10-001

TOTAL 255,210.00

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

6505

LEHI CITY PURCHASE REQUISITION REQUEST

Supplier

Name Dennis Lierd II Construction, Inc.
Street 3013 N. 425 W.
City Lehi **State** UT
Zip 84043 **Telephone** 801-910-1660

Vendor _____

Date March 3, 2020

Secondary Water	55-50-10-001	
Requesting Department	**Department Account Numbers**	**Department Head Signature**

Quantity	Unit	Materials and Description	Price	Total
1		Trinnaman Lane Upsize and Replacement	$255,210.00	$255,210.00
				$255,210.00

JUSTIFICATION: The Trinnaman Lane water main is an old cast iron line that has been repaired and caused road damage several times in the past few years. We are going to replace the existing line with an upsized 12" line to meet future demands. We will also add a fire hydrant to meet City standard.

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

300,000.00

2020 PI Improvements Decision Matrix

Step 1: List options as rows
Step 2: Determine important attributes and add/remove columns, as appropriate
Step 3: Assign relative weights to each attribute in row 9
Step 4: Assign objective 0-100 scores for how option satisfies each attribute
Step 5: Options with the higest scores should be considered

	30	20	15	25	10	100
	30%	20%	15%	25%	10%	100%
Option	Cost	Reputation and Past Performance	Timeline	Experience	Vision/Fit	Score
Construction Material Recycling	7.5	4.5	7.1	4.8	5.1	5.93
COP	4	8.1	7	8	7.3	6.60
Craig F Sorensen	6.5	4.3	7	4.5	4.6	5.45
Dennis Lierd	9.5	7.1	7	7.2	7.9	7.91
Perez Company	10	3.6	7	3.2	3.3	5.90
Red Pine	5	5.3	7	4.8	4.9	5.30
S&L Inc	7	7.8	7	7.9	7	7.39

Option	Cost	
Perez Company	$	252,985
Dennis Lierd	$	255,210
Construction Material Recycling	$	307,748
S&L Inc	$	320,203
Craig F Sorensen	$	326,378
Red Pine	$	400,750
COP	$	467,317

AGREEMENT TO INSTALL
12" PRESSURIZED IRRIGATION PIPE AND APPURTENANCES

1. Introduction.

This Agreement to Install 12" Pressure Irrigation Pipe and Appurtenances ("Agreement") is entered into by and between Lehi City Corporation ("City") and Dennis Lierd II Construction, Inc., a Utah Corporation ("Lierd"). This Agreement shall be binding and effective as of the date the last party executes the Agreement below.

2. Recitals.

Whereas, to provide for pressurized irrigation needs of its residents, the City issued Request for Proposals 2020-02 ("RFP") for the installation of 12" pressure irrigation pipe and appurtenances, together with all of the necessary site preparation, site restoration, provision of materials and labor, and other duties as described in the schedules attached thereto; and

Whereas, Lierd submitted a proposal in response to the City's request for proposals and was selected to perform the work described in the RFP.

Therefore, in consideration of the promises, covenants, and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Lierd agree as follows.

3. Scope of Work.

3.1. Lierd shall perform installation of 12" pressure irrigation pipe and appurtenances, together with all of the necessary site preparation, site restoration, provision of materials and labor, and other duties as described in the Request for Proposal Number 2020-02 attached hereto as Exhibit "A" and incorporated herein by this reference ("Project").

3.2 Lierd shall fulfill and be bound by all requirements, obligations and responsibilities as described in Lierd's response to Proposal Number 2020-02 which response is attached hereto as Exhibit "B" and incorporated herein by this reference.

3.3 Lierd shall be bound by all the Standard General Conditions of the Construction Contract ("Standard General Conditions") attached hereto as Exhibit "C" and incorporated herein by this reference. In the event of a conflict between the Standard General Conditions and this Agreement, the provisions of this Agreement shall control.

3.4 Lierd will be responsible for cleaning up its work on the Project on a daily basis according to standards in the industry.

3.5 Upon discovery of any hazardous materials, Lierd shall cease work, notify City immediately, and allow City to contract with a properly licensed and a qualified hazardous material contractor to deal with such materials.

4. Consideration.

4.1 The contract amount is Two Hundred Fifty-five Thousand Two Hundred Ten Dollars ($255,210.00) ("Consideration Payment").

4.2 As work on the Project is completed, Lierd shall invoice the City. City shall pay Lierd within thirty (30) days of receipt of Lierd's invoice. City shall have the right to verify that invoiced work has actually been performed before making a payment, but this shall not extend the thirty (30) day period for payment unless City discovers that invoiced work has not been performed.

4.3 No change orders or contract additions will be made unless agreed to in advance in writing by City's representative, Gary Thomas, and Lierd's representative. Lierd shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this Section 4.3 nor for the correction of any mistakes attributable in any way to Lierd, or its employees, agents, subcontractors, or independent contractors.

4.4 The City may withhold all or part of any of the Consideration Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of:

4.4.1 substantially defective performance by Lierd, including (but not limited to) defective goods or services not remedied; or

4.4.2 any other substantial failure to materially comply with the terms and conditions of this Agreement.

4.5 Upon Lierd's timely remedy of the grounds for withholding some or all of the Consideration Payment as contemplated by Section 4.4, the corresponding amount withheld shall be paid to Lierd. However, in the event of Lierd's default, the City reserves the right to perform the Scope of Work, or any unfinished portion thereof, itself, or to procure the same from a third party, while holding Lierd responsible for any costs occasioned thereby.

4.6 In the event the City terminates, suspends, or abandons this Agreement without cause pursuant to Section 5.3, the City shall pay Lierd a proportionate amount of the Consideration Payment for any of the Scope of Work which was actually performed or provided prior to termination, suspension, or abandonment.

5. Termination and Non-Appropriation.

5.1 The City may terminate this Agreement at any time if, in the reasonable discretion of the City:

5.1.1 Lierd's performance under this Agreement is unsatisfactory;

5.1.2 Lierd materially fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein; or

5.1.3 Lierd has otherwise materially breached this Agreement.

5.2 Prior to terminating this Agreement as contemplated by Section 5.1, the City must first provide written notice to Lierd of the City's intention to terminate this Agreement. Said notice of termination must be provided by the City to Lierd at least fifteen (15) calendar days prior to termination. After receiving such notice of termination from the City, Lierd shall have the next ten (10) calendar days in which to cure any deficiency noted by the City. If Lierd adequately cures any such deficiency, to the reasonable satisfaction of the City, this Agreement shall continue. However, in the event Lierd fails to adequately cure any such deficiency, this Agreement shall terminate, and Lierd shall be liable for any resulting damages associated with said deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

5.3 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Lierd of the City's intention to terminate this Agreement without cause. Said notice of termination must be provided by the City to Lierd at least fifteen (15) calendar days prior to termination.

5.4 Any Scope of Work which Lierd has completed or performed prior to the date of any termination, suspension, or abandonment, shall be recorded, and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause as contemplated by Section 5.3, then subsequently requests Lierd to recommence its performance of the Scope of Work after more than one (1) month from the date of termination, the Consideration Payment amount shall be subject to renegotiation at the request of either party hereto.

6. Taxes.

6.1 Lierd understands and agrees that it shall be responsible for all taxes, fees, and expenses imposed upon it for work, labor, material, and services required to fulfill this contract. City will be responsible for all applicable permits.

7. Indemnification and Insurance.

7.1 Lierd shall be responsible for any damage or injury to the extent which it, or its employees, agents, subcontractors, or independent contractors may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Lierd shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including (but not limited to) attorneys' fees, arising out of or resulting from, but only to the extent of, Lierd's negligence, breach, or willful misconduct. 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.

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

7.3 Lierd, at its own expense, shall provide for the payment of worker's 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.

7.4 Lierd, at its own expense, shall maintain comprehensive general liability insurance, including (but not limited to) $3,000,000.00 per occurrence.

7.5 Lierd, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of at least $250,000.00 for any one person, and $500,000.00 for any one occurrence, and a property damage limit per occurrence of $250,000.00. Such benefits and coverage shall not be deemed to limit Lierd's liability under this Agreement. It is intended by this Section 7.5 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, Lierd must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

7.6 Lierd, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to Lierd's profession, with a minimum coverage of $3,000,000.00 per occurrence. The professional liability/errors and omissions insurance required by this Section 7.6 must be project specific with at least a one-year extended reporting period (or longer upon request by the City). Lierd shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

7.7 Before commencing work on the Project, and at any time thereafter upon written request by the City, Lierd 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.

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

8. Payment and Performance Bonds; Warranty.

8.1 Within ten (10) days of the Effective Date of this Agreement, and prior to commencing work on the Scope of Work, Lierd must provide the City with a payment and performance bond in the amount of the Consideration Payment. The completed payment and performance bond shall be attached hereto as Exhibit "C". In the event that Lierd fails to provide a payment and performance bond within ten (10) days of the Effective Date, this Agreement shall be void.

8.2 The payment and performance bond shall remain valid until the City approves of and accepts the Scope of Work.

9. Representations and Warranties. Each party represents that:

9.1 Its signatory has the authority to execute this Agreement.

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

9.3 Lierd represents and warrants that:

9.3.1 Lierd 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.

9.3.2 Lierd warrants the workmanship, materials, proper functioning, and manner of the Scope of Work contemplated by this Agreement for one year from the date of acceptance of the Project by the City ("Warranty Period"). In the event that any portion of the Project does not remain in good and operating condition (in the reasonable judgment of the City) during the Warranty Period (ordinary wear and tear excepted), Lierd, at its own expense, shall immediately perform all necessary repairs and

replacements to maintain such in good and operating condition (to the City's reasonable satisfaction). Should any portion of the Project imminently jeopardize the health and safety of the City, or any other individual, the City may perform any necessary repairs and replacements (or arrange for a third party to perform such services) at Lierd's expense – to be paid by Lierd within thirty (30) days of receiving a notice of indebtedness from the City.

9.3.3 Lierd shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for projects of a similar and comparable nature and shall ensure that the implementation thereof is also performed in an applicable professional, technical, and workmanlike manner. Lierd shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Lierd 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. Lierd 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

9.3.5 Lierd'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.

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

11. Equal Opportunity. Neither Lierd, nor any subcontractor of Lierd, 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. Lierd 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. Lierd shall furnish copies of any records requested by the City at Lierd'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 by certified mail as follows:

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

With a copy to:

Lehi City Attorney
153 North 100 East
Lehi, Utah 84043

To Lierd:
Dennis Lierd II Construction, Inc.
3013 N 425 W
Lehi, UT 84043

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

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

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, transferees, and assignees.

18. Assignment. Neither party hereto may assign this Agreement, nor delegate any responsibilities under this Agreement. Any purported assignment or delegation in violation of this Section 18, without prior written consent from the non-assigning party, shall be void, and will be considered a material breach of this Agreement.

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

20. Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, 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. This provision shall not apply to payment.

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

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

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

24. Drafting and Voluntary Execution.

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

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

25. 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.

26. Governing Law.

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

26.2 Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the state or federal 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.

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

28. 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 – express or implied, oral or written – have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement

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

30. Signatures. The City and Lierd voluntarily enter into this Agreement, as evidenced by affixing their respective signatures, below.

Lehi City Corporation:

_____

By: Mark Johnson
Its: Mayor

Dated: _____

Dennis Lierd II Construction, Inc.

Jodi Lierd

By: Jodie Lierd
Its: Secretary

Dated: 3/10/20

Attest:

_____
City Recorder
Dated: _____

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Resolution #2020-19, an amendment to the Employee Policy Manual for compensation and classification.
Petitioner: Lehi City

Suggested Action:

Attachments:
Res 2020-19.docx

LEHI CITY

RESOLUTION NO. 2020-19

A RESOLUTION AMENDING THE LEHI CITY EMPLOYEE POLICY MANUAL, SECTION III: COMPENSATION POLICIES SUBJECT: EMPLOYMENT CLASSIFICATIONS/COMPENSATIONS.

WHEREAS, Lehi City has adopted an Employee Policy Manual;

WHEREAS, Lehi City now desires to revise Section III: Compensation Policies Subject: Employment Classifications/Compensations to clarify policies regarding part-time employees;

WHEREAS, on March 31, 2020, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds that: (i) The Lehi City Employee Policy Manual should be amended; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

1. The Lehi City Employee Policy Manual is hereby amended as shown on the attached Exhibit "A".

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City this 31st day of March, 2020.

_____
Mayor Mark Johnson
Lehi City

Attest:

_____
Teisha Wilson, City Recorder

EXHIBIT "A"

Lehi City Employee Policy Manual Section III 1. b.

Part time. An employee ~~hired in a position for which the normal work schedule is less than or equal to twenty-five (≤25) average hours per week in a calendar year.~~ who is normally scheduled to work less than or equal to twenty-nine (≤29) average hours per week within any one year period, or fewer than 1500 hours within any one year period based on a 40-hour work week. Part time employees are not permitted to work greater than twenty-nine (>29) hours per week on average within any one year period. Part-time employees do not qualify for any Lehi City paid benefits.

A part-time employee who is not eligible for benefits but does happen to meet the minimum qualifications under the Affordable Care Act shall be eligible for medical insurance only.

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Ordinance #12-2020, an Amendment to the Lehi City Code Section 7-1-2, Restricted Vehicles, to conform to the requirements of Utah State Code.
Petitioner: Lehi City

Suggested Action:

Attachments:
Ord 12-2020.docx

LEHI CITY

ORDINANCE NO. 12-2020

AN ORDINANCE AMENDING SECTION 7-1-2 (RESTRICTED VEHICLES) TO CONFORM TO THE REQUIREMENTS OF UTAH STATE CODE

WHEREAS, Lehi City Code Section 7-1-2 regulates the driving of restricted vehicles within the limits of Lehi City; and,

WHEREAS, Utah State Code Section 72-7-408 allows restrictions only if "an engineering inspection concludes that, due to deterioration caused by climatic conditions, a highway will be seriously damaged or destroyed unless certain vehicles are prohibited or vehicles weights are restricted"; and,

WHEREAS, on March 17, 2020, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) Section 7-1-2 should be amended to conform to the requirements of Utah State Code Section 72-7-408; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it ordained by the City Council of Lehi City:

PART I:

A. Section 7-1-2 is hereby amended as shown on Exhibit "A".

PART II:

A. If a provision of this Ordinance No. 12-2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City, Utah this 17th day of March, 2020.

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

Exhibit “A”

7-1-2: RESTRICTED VEHICLES; PARKING RESTRICTIONS; PENALTY:

A. Restrictions: Vehicles with a gross weight of sixteen thousand (16,000) pounds or more, any semitractor or semitrailer, or any vehicles carrying explosives, corrosives or flammable substances, are declared restricted vehicles. No such vehicle shall be loaded, unloaded or serviced upon any street or part of any street within a residential zone if there is usable off street loading, unloading or servicing space available. Except for such limited purposes described in this subsection, restricted vehicles shall not be parked for any period of time on any street or public right of way within a residential zone in Lehi City. Vehicles which normally carry explosive, corrosive or flammable substances, even though empty at the time, shall not be parked for any period of time anywhere within a residential zone in the city.

B. Recreational Vehicles; Trailers: It is unlawful to park or keep any motor home, trailer, camper, boat, recreational vehicle or trailer of any kind, attached or unattached, on a public street, except for the limited purpose of loading or unloading the same, not to exceed twelve (12) hours.

C. Exceptions: This section shall in no way restrict the loading and unloading of passengers on or off public and/or private transportation or school buses. This section shall in no way restrict the parking or stopping of restricted vehicles when the vehicle is being used to deliver household accessories or household furniture. This section shall in no way restrict the temporary parking or stopping of a city vehicle or of a vehicle owned and/or operated by a public utility for the purpose of conducting repairs or related work. This section shall not restrict the temporary parking of vehicles used to deliver building supplies and materials to property in residential zones, nor shall it prohibit the temporary parking of vehicles used by individuals performing work upon property in residential zones.

D. Penalty: It is an infraction for any person to do any act forbidden, or fail to perform any act required, by this section, and as such may be punished by a fine. Alternatively, a civil penalty may be imposed for nonmoving violations as prescribed in the city civil fines schedule. (Ord. 8-10-10.6, 8-10-2010)

RESOLUTION NO. 2020-14

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING THE FIRST AMENDMENT TO THE OPTION AND LEASE AGREEMENT WITH VERIZON WIRELESS LLC DBA VERIZON WIRELESS

WHEREAS, Verizon Wireless is the successor in interest to an Option and Lease Agreement ("Agreement") entered into between Lehi City and U.S. West New Vector Group, Inc. on March 14, 1995;

WHEREAS, the Agreement is set to terminate on or about April 15, 2020;

WHEREAS, both parties desire to extend the term of the agreement up to an additional twenty years and have negotiated an amended Agreement with new and additional terms and conditions;

WHEREAS, the amended Agreement will allow Verizon Wireless to continue to provide essential wireless telecommunication services while compensating Lehi City for the use of its property;

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

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

1. The First Amendment To Option And Lease Agreement with Verizon Wireless LLC attached hereto as Exhibit "A" ia 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 17th day of March, 2020.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

THE FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to Option and Lease Agreement (this "*Amendment*") is made effective as of the latter signature date hereof (the "*Effective Date*") by and between Lehi City Corporation ("*Landlord*") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("*Tenant*") (Landlord and Tenant being collectively referred to herein as the "*Parties*").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "*Parent Parcel*"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated March 14, 1995 (as the same may have been amended, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Leased Premises*"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with American Tower Delaware Corporation, a Delaware corporation, and/or its parents, affiliates and subsidiaries ("*American Tower*"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "*POA*") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

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

1. One-Time Payment. American Tower, on behalf of Tenant, shall pay to Landlord a one-time payment in the amount of Eight Thousand Five Hundred and No/100 Dollars ($8,500.00) (the "*One-Time Payment*"), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 20, 2020; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. Lease Term Extended. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on April 15, 1995 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "*Existing Renewal Term*" and, collectively, the "*Existing Renewal Terms*"), the Lease is otherwise scheduled to expire on April 14, 2020. The Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "*New Renewal Term*" and, collectively, the "*New Renewal Terms*"). Notwithstanding anything to the contrary contained in the Lease, (a) all New Renewal Terms shall

automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "*Renewal Term*" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as Exhibit B and by this reference made a part hereof (the "*Memorandum*") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. Rent and Escalation. Commencing on April 15, 2020, the rent payable from Tenant to Landlord under the Lease, is hereby increased to Two Thousand Five Hundred and No/100 Dollars ($2,500.00) per month (the "*Rent*"). Notwithstanding the foregoing, Landlord hereby acknowledges and agrees that such increase may not be reflected in rental payments to Landlord until ninety (90) days after the Effective Date. Commencing on April 15, 2021, and on each successive annual anniversary thereof, Rent due under the Lease, as amended herein, shall increase by an amount equal to four percent (4%) of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to Lehi City Corporation. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. Revenue Share.

   a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord thirty percent (30%) of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and a third party (any such third party, the "*Additional Collocator*") subsequent to the Effective Date (any such amounts, the "*Collocation Fee*"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant (or American Tower), in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "*Tower*"), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount. Tenant or American Tower shall provide notice to Landlord of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and an Additional Collocator subsequent to the Effective Date.

b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.

c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "*Existing Agreements*"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

e. Notwithstanding anything to the contrary, American Tower shall continue to pay, and Landlord shall continue to receive, any consideration owed to Landlord from American Tower pursuant to the Use Authorization and Consent Agreement by and between Landlord and American Tower (the "*UAC*"), as provided in the UAC.

5. Permits/Approvals. Tenant and/or Tenant's customers, licensees, and sublessees, as applicable, shall obtain all government permits and satisfy all other regulatory approvals necessary for the installation and use of their improvements on the Leased Premises and shall comply with all applicable federal, state and local laws and regulations in constructing and using improvements on the Leased Premises. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees.

6. Interference. In no event shall Tenant's and/or Tenant's customers', licensees', and sublessees' use of the Tower and the Leased Premises interfere with Landlord's use of the Parent Parcel. Notwithstanding anything to the contrary, the Parties hereby acknowledge and agree that no interference is occurring as of the Effective Date.

7. Relocation. Landlord shall have the one-time right to request the relocation of Tenant's tower and/or the Leased Premises described in the attached Exhibit A at Landlord's sole expense, upon no less than two (2) year's written notice to Tenant. Tenant shall have the right to approve the relocation site, which approval shall not be unreasonably withheld, provided Tenant is able to secure consent from its subtenants to the relocation. Landlord shall notify Tenant and deliver to Tenant a copy of the survey and legal description depicting the new proposed location of the tower and/or Leased Premises. In addition, if requested by Tenant, Landlord shall conduct a Phase 1 environmental survey, at Landlord's expense and using a surveyor approved by Tenant, of the proposed relocation area(s). Tenant, however, shall have the right to deny approval of any proposed relocation where a Phase 1 environmental survey indicates a violation or potential violation of any local, state or federal environmental law or regulation or if in Tenant's reasonable determination such alternative location will interfere with Tenant's operations such that the proposed location will lead to signal interference for equipment existing on Tenant's tower as of the date of the requested relocation. Landlord shall also obtain any and all necessary jurisdiction, zoning and government approvals for the requested relocation, specifically any regulations as they pertain to wireless telecommunications facilities. In the event Landlord elects to relocate the access and utility easement along with the relocation of the tower and/or Leased Premises, such alternate location shall provide access to the Leased Premises of the same or similar quality and accessibility as exists on the date hereof. Landlord agrees that such relocation will not interrupt Tenant's daily operation of the tower site, including but not limited to access to the site (by foot and vehicle, including trucks) 24 hours a day 7 days a week. Upon completion of any relocation, all improvements on the Leased Premises and/or access and utility easement described in the attached Exhibit A shall be promptly removed (also at Landlord's expense) and Tenant's rights with respect to said areas shall be terminated. If Landlord or Tenant files an action for the enforcement or breach of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

8. Indemnification. The Parties acknowledge and agree that Section 12 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the indemnification requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. Tenant shall and hereby does indemnify and hold Landlord harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "*Losses*"), whether to persons or property, arising directly from Tenant's use of the Leased Premises and the use of the Leased Premises by Tenant's employees, agents, contractors, guests, licensees, or invitees; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Landlord or any of Landlord's employees, agents, contractors, and/or invitees.

9. Insurance. The Parties acknowledge and agree that Section 14 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the insurance requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment.

   a. Coverage Limits. Tenant's required insurance shall have the following minimum coverage limits:

Commercial General Liability. One Million and No/100 Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to the Lease, as amended, or the general aggregate limit shall be Two Million and No/100 Dollars ($2,000,000.00).

Business Auto. One Million and No/100 Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employer's Liability. Workers' Compensation as required by the State of Utah and Five Hundred Thousand and No/100 Dollars ($500,000.00) per accident for Employer's Liability.

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

Additional Insured. Landlord, its officers, officials, employees and volunteers shall be listed as additional insured under the Commercial General Liability and Business Auto policies, as it relates to business operations. The coverage on said policies shall contain no special limitations on the scope of protection afforded to Landlord, its officers, officials, employees and volunteers.

Primary Insurance. Tenant's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by Landlord shall be excess of Tenant's insurance and shall not contribute with it.

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

Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against Landlord, its officers, officials, employees and volunteers for losses arising from Tenant's actions in performing (or failing to perform) under the Lease, as amended.

Cancellation. Each insurance policy required by this Section shall contain an undertaking by the insurer to notify Landlord in writing not less than thirty (30) days before suspension, cancellation, or reduction in coverage or in limits of such insurance policy. If required insurance lapses, Landlord shall have the option of: (i) purchasing the insurance on behalf of Tenant and deducting the insurance costs from any amounts owed to Tenant; or (ii) terminating the Lease, as amended, if Tenant remains in default beyond the applicable cure period.

c. Best's Rating. Each insurer shall have a Best's rating of A- VII or better. Insurers must maintain the A-VII or better rating for the entire term of the Lease, as amended. Within thirty (30) days of a written request from Landlord, and no more than once per calendar year, Tenant shall provide Landlord with an update showing each insurer's Best rating.

d. Certificates of Insurance. Within thirty (30) days of a written request from Landlord, Tenant shall provide Landlord with certificates of insurance and with original endorsements effecting coverage required by the Lease, as amended. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

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

10. Notices. The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Lehi City Corporation, Attn: Lehi City Mayor, 153 N 100 E, Lehi, UT 84043; with copy to: Lehi City Corporation, Attn: City Attorney, 153 N 100 E, Lehi, UT 84043; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

11. Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

12. Conflict/Capitalized Terms. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

LANDLORD:

Lehi City Corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

[*SIGNATURES CONTINUE ON FOLLOWING PAGE*]

TENANT:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: American Tower Delaware Corporation, a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Landlord the "One-Time Payment" described in Section 1 above, as well as the Collocation Fee, provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

American Tower Delaware Corporation,
a Delaware corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel is described below:

COMMENCING at the Northeast corner of the Northeast quarter of Section Five, Township Five South of Range One East of the Salt Lake Base and Meridian; thence West eleven chains; thence South twenty chains; thence East eleven chains; thence North twenty chains to the place of beginning.

ALSO COMMENCING 11 chains West of Northeast corner of Section 5, Township 5 South of Range 1 East, Salt Lake Meridian, thence West 7.75 chains; thence South 20 chains, thence East 7.75 chains, thence North 20 chains to the beginning.

Utah County, Utah APN: 12-022-0124

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING at a point 1314.06 ft. S.0°03'14"W. along the section line and 329.42 ft. S.89°39'06"W. along and existing east-west fence line from the northeast corner of Section 5. T.5 S..R.1 E.. Salt Lake Base and Meridian: thence S.89°39'06"W. 60.00 ft.: thence N.0°20'54"W. 50.00 ft.: thence N.89°39'06"E. 60.00 ft.: thence S.0°20'54"E. 50.00 ft. to the point of BEGINNING. Contains 3000 sq. ft. pr 0.069 acre.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including, but not limited to:

BEGINNING at a point 1314.06 ft. S.0°03'14"W. along the section line and 329.42 ft. S.89°39'06"W. along an existing east-west fence line and 25.00 ft. N.0°20'54"W. from the northeast corner of Section 5. T.5 S..R.1 E.. Salt Lake Base and Meridian: thence N.85°58'55"E. 330.43 ft. to the east line of said Section 5.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Danielle Fiorentino, Esq.
ATC Site No: 82860
ATC Site Name: Lehi
Assessor's Parcel No(s): 12-022-0124

Prior Recorded Lease Reference:
Book 3661, Page 595
Document No: _____
State of Utah
County of Utah

MEMORANDUM OF LEASE

This Memorandum of Lease (the "*Memorandum*") is entered into as of the latter signature date hereof, by and between Lehi City Corporation ("*Landlord*") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("*Tenant*").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. Parent Parcel and Lease. Landlord is the owner of certain real property being described in Exhibit A attached hereto and by this reference made a part hereof (the "*Parent Parcel*"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated March 14, 1995 (as the same may have been amended from time to time, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "*Leased Premises*"), which Leased Premises is also described on Exhibit A.

2. American Tower. Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with American Tower Delaware Corporation, a Delaware corporation, and/or its parents, affiliates and subsidiaries ("*American Tower*"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "*POA*") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

3. Expiration Date. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 14, 2040. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

4. Effect/Miscellaneous. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

5. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Lehi City Corporation, Attn: Lehi City Mayor, 153 N 100 E, Lehi, UT 84043; with copy to: Lehi City Corporation, Attn: City Attorney, 153 N 100 E, Lehi, UT 84043; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

6. Counterparts. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD	2 WITNESSES
Lehi City Corporation	
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	
Date: _____	Signature: _____
	Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: American Tower Delaware Corporation, a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel is described below:

COMMENCING at the Northeast corner of the Northeast quarter of Section Five, Township Five South of Range One East of the Salt Lake Base and Meridian; thence West eleven chains; thence South twenty chains; thence East eleven chains; thence North twenty chains to the place of beginning.

ALSO COMMENCING 11 chains West of Northeast corner of Section 5, Township 5 South of Range 1 East, Salt Lake Meridian, thence West 7.75 chains; thence South 20 chains, thence East 7.75 chains, thence North 20 chains to the beginning.

Utah County, Utah APN: 12-022-0124

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING at a point 1314.06 ft. S.0°03'14"W. along the section line and 329.42 ft. S.89°39'06"W. along and existing east-west fence line from the northeast corner of Section 5. T.5 S..R.1 E.. Salt Lake Base and Meridian: thence S.89°39'06"W. 60.00 ft.: thence N.0°20'54"W. 50.00 ft.: thence N.89°39'06"E. 60.00 ft.: thence S.0°20'54"E. 50.00 ft. to the point of BEGINNING. Contains 3000 sq. ft. pr 0.069 acre.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including, but not limited to:

BEGINNING at a point 1314.06 ft. S.0°03'14"W. along the section line and 329.42 ft. S.89°39'06"W. along an existing east-west fence line and 25.00 ft. N.0°20'54"W. from the northeast corner of Section 5. T.5 S..R.1 E.. Salt Lake Base and Meridian: thence N.85°58'55"E. 330.43 ft. to the east line of said Section 5.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by *ALL* Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but *ONE HUNDRED PERCENT (100%)* of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:
American Tower
Attn: Land Management/Danielle Fiorentino, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 12-022-0124

RESOLUTION AND CONSENT AFFIDAVIT

Lehi City Corporation

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "*Affiants*") of the above referenced entity (the "*Landlord*"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (the "*Tenant*") pursuant to that certain Option and Lease Agreement originally dated March 14, 1995 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "*Lease*").

2. Landlord and Tenant desire to enter into an amendment of the Lease (the "*Amendment*") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.

3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.

4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of

Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "*Nominee*") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
(Address) _____
_____
_____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.

8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 20___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #13-2020, an Amendment to the Lehi City Code Section 4-1-5, Business License Provisions, to clarify term length and renewal time periods.
Petitioner: Lehi City

Suggested Action:

Attachments:
Ord 13-2020.docx

LEHI CITY

ORDINANCE NO. 13-2020

AN ORDINANCE AMENDING SECTION 4-1-5 (BUSINESS LICENSE PROVISIONS GENERALLY) TO CLARIFY TERM LENGTH AND RENEWAL TIME PERIODS

WHEREAS, Lehi City Code Section 4-1-5 regulates the term and a business license and when it must be renewed;

WHEREAS, in order to clarify the term length and the renewal time periods within which a business license must be renewed;

WHEREAS, on March 17, 2020, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record;

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) Section 4-1-5 should be amended; and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it ordained by the City Council of Lehi City:

PART I:

A. Section 4-1-5 is hereby amended as shown on Exhibit "A".

PART II:

A. If a provision of this Ordinance No. ??-2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City, Utah this 17th day of March, 2020.

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

Exhibit “A”

4-1-5: TERM; FEE DUE AND PAYABLE; REMEDY:

A. Term; Fee Due And Payable: All licenses issued shall be for a12 month period. All license fees that are imposed by this chapter, except the initial license fee, shall be due and payable on the last day of the month in which the license expires. In the event the fee is not paid within forty-five (45) days of the expiration of the license, a penalty of twenty five percent (25%) of the amount due shall be imposed and shall become a part of the license fee levied by this chapter.

B. Final Notice; Remedy:Sixty (60) days after the business license renewal fee is due, a final notice shall be sent to all licensees whose annual license fee remains unpaid. This notice shall state that unless the fee and any accrued penalties are paidwithin ninety (90) days of the license expiration date, legal action will be initiated by the city attorney for engaging in business without a valid business license. (Ord. 43-2012, 12-11-2012)

C. Solicitor, Temporary, and Mobile Food Truck business licenses do not receive a renewal notice and must re-apply each year for a business license.

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Marilyn Banasky
Submitting Department: Administration
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-15 approving an Agreement to Create a Fiber Network Feasibility Study between Magellan Advisors and Lehi City.
Petitioner: Lehi City

Suggested Action:

Attachments:
Res 2020-15.docx

Agreement_-_Fiber_Network_Feasibility_Study.pdf

LEHI CITY

RESOLUTION NO. 2020-15

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT TO CREATE FIBER NETWORK FEASIBILITY STUDY BETWEEN MAGELLAN ADVISORS AND LEHI CITY.

WHEREAS, Lehi City desires to conduct a fiber network feasibility study; and;

WHEREAS, Lehi City let Request for Proposals No. 2019-22 to identify firms and companies which would best serve the needs of the City to create such a feasibility study; and

WHEREAS, Magellan Advisors submitted Letter of Transmittal and Bid Form dated December 12, 2019 and Lehi City desires to contract with Magellan Advisors to perform the service specified in the RFP and Magellan Advisors proposal.

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

1. The Agreement to Create Fiber Network Feasibility Study is attached hereto as Exhibit "A" ia 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 17th day of March, 2020.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

Exhibit “A”

AGREEMENT TO CREATE FIBER NETWORK FEASIBILITY STUDY

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Magellan Advisors, 999 18th Street, Suite 3000, Denver, CO 80202 ("Contractor").

WHEREAS, City desires to conduct a fiber network feasibility study; and

WHEREAS, City let Request for Proposals No. 2019-22 (RFP) to identify firms and companies which would best serve the needs of the City to create such a feasibility study; and

WHEREAS, based on Contractor's submitted Letter of Transmittal and Bid Form ("Proposal") dated December 12, 2019, City desires to contract with Contractor to perform the service specified in the RFP and Contractor's Proposal;

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

1. **Agreement and Scope of Service**. City hereby hires Contractor and Contractor agrees to be bound to City to create a fiber network feasibility analysis, pursuant to the Scope of Service identified in the City's RFP and as attached in Exhibit "A" hereto.

2. **Term**. This Agreement shall begin immediately upon signing and shall be completed on or before December 31, 2020.

3. **Payment**. City shall pay Contractor an amount not to exceed Seventy-Five Thousand Dollars ($75,000.00) at the completion of the project, according to Contractor's Proposal.

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, and independent contractors.

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 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.

    a. Prior to 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.

    b. 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.

    c. Any Scope of Service which Contractor has completed or performed prior to the date of any termination, suspension, or abandonment shall be recorded and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause, then subsequently requests Contractor to recommence its performance of the scope of service after more than three (3) months from the date of termination, the consideration payment amount shall be subject to renegotiation at the request of either party hereto. If the Lehi City Council decides not to appropriate a sufficient amount of resources to fund the consideration payment, this Agreement shall be void. In the event of such non-appropriation of resources, the City shall be relieved of all of its obligations contemplated by this Agreement, including but not limited to the consideration payment.

7. **Taxes**.

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

    b. The City is exempt from the payment of any Federal excise or any Utah sales tax (State of Utah Sales Tax Exemption Number: Q41296). Such taxes will not apply to the City, unless otherwise noted in writing by the City. Any price listed by

Contractor on a purchase order, or equivalent, must be net, exclusive of taxes. However, when under established trade practices, any Federal excise tax is included in the list price, Contractor may quote the list price and shall show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted from any payments made by the City.

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

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

10. **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.

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

12. **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.

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

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

15. **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, 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 one hundred eighty (180) days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.

16. **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.

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

18. **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.

"CONTRACTOR"
MAGELLAN ADVISORS

By: _____
It: President

"CITY"
LEHI CITY, a municipal corporation and political subdivision of the state of Utah

By:_____
Name:_____
Title:_____

ATTEST:

_____
City Recorder

EXHIBIT A
SCOPE OF SERVICE

Feasibility Analysis

A. Understanding the infrastructure and market
    a. What is a fiber network and how is it used?
    b. Who are the users (market, private partners, public usage)?
        i. Identify the market conditions (market demand, existing and proposed competition, current ownership structures, lifecycle of the infrastructure, regulatory environment of the infrastructure)
    c. Identify the advantage that Lehi City provides to the industry and as a fiber network provider
        i. Location
        ii. Property ownership
        iii. Right-of-way
        iv. Existing corridors
        v. Existing telecommunications infrastructure
        vi. Competitive position of Lehi
B. What is the federal regulatory process for a fiber network?
    a. Permits required and agencies responsible
    b. Identify opportunities for the Lehi community to benefit from the infrastructure
        i. Revenue sources (who pays for what and to whom? Structure of agreements?)
        ii. Fiber network revenue
        iii. Right-of-way
        iv. User fees
        v. Business recruitment
            1. Lease opportunities
            2. Utility users
                a. Power, water/cooling, etc.
            3. Investment and growth of tax base
            4. Employment opportunities
                a. Short-term construction
                b. Long-term operations
            5. Expectations of local governments
                a. Incentives to residents to use network
                b. Other
C. Ownership structures and recommendation
    a. What are the on-going operating expenses of the above-mentioned revenue opportunities?
    b. Recommendation for Lehi City to maximize economic benefit to community.

100

D. Target Market – Identify potential private partners to implement project
E. Budgetary Cost Estimates and Conceptual Design Options
    a. Identify environmental impacts of construction and operations
    b. Estimate timeline for design, permitting, construction
    c. Costs of construction
    d. Lifecycle of infrastructure – changing technology implications?
F. Develop study communication strategy that includes
    a. Progress meetings with steering committee
    b. Presentation of findings to City Council
G. State Requirements
    a. Whether the municipality proposal to provide public telecommunications services ("PTS") hinders or advances competition;
    b. Whether but for the municipality any person would provide the proposed PTS;
    c. Fiscal impact of:
        i. The capital investment in facilities used to provide the proposed PTS
        ii. The expenditure of funds for labor, financing, and administering the proposed PTS;
    d. Projected growth in demand of the PTS;
    e. Projections at the time of the study and for the next five years, of a full-cost accounting for a municipality to purchase, lease, construct, maintain, or operate the facilities necessary to provide the proposed PTS;
    f. Projections at the time of the study and for the next five years of the revenues generated from the proposed PTS;

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-21, approval of an Agreement between Lehi City and Craig F Sorensen Construction for the installation of pressurized irrigation valves.
Petitioner: Lehi City

Suggested Action:

Attachments:
Res 2020-21.docx

Lehi Pressurized Irrigation Agreement.pdf

LEHI CITY

RESOLUTION NO. 2020-21

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT TO INSTALL PRESSURIZED IRRIGATION VALVES

Whereas, to provide new pressurized irrigation valves for certain of its residents, the City issued Request for Proposals 2020-05 ("RFP"); and

Whereas, Craig F. Sorensen Construction ("Sorensen") submitted a proposal in response to the City's RFP and was selected to perform the work described in the RFP; and

WHEREAS, the City and Sorensen desire to enter into an agreement to allow Sorensen to install pressurized irrigation valves for certain city residents;

WHEREAS, on March 31, 2020, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Agreement to Install Pressurized Irrigation Valves with Sorensen 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 to Install Pressurized Irrigation Valves between Lehi City and Sorensen 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 31st day of March, 2020.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

EXHIBIT “A”

AGREEMENT TO INSTALL PRESSURIZED IRRIGATION VALVES

1. Introduction.

This Agreement to Install Pressure Irrigation Valves ("Agreement") is entered into by and between Lehi City Corporation, 153 North 100 East, Lehi, UT 84043 ("City") and Craig F. Sorensen Construction, Inc., a Utah Corporation, 918 South 2000 West, Syracuse, UT 84075 ("Sorensen"). This Agreement shall be binding and effective as of the date the last party executes the Agreement below.

2. Recitals.

Whereas, to provide new pressurized irrigation valves for certain of its residents, the City issued Request for Proposals 2020-05 ("RFP"); and

Whereas, Sorensen submitted a proposal in response to the City's RFP and was selected to perform the work described in the RFP.

Therefore, in consideration of the promises, covenants, and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Sorensen agree as follows.

3. Scope of Work.

3.1 The City will provide the following items:

A. 1" male x compression fitting (for attaching to existing 1" IPS pipe)
B. Meter Setter 15" tall x 1" pipe
C. Sigma purple meter box 27"
D. L2244 Ring Only
E. DFW12AUT-5MW+T-IRRIG-LID PURPPLE
F. 1" purple Iperl Meter
G. 1" x 12" brass nipple
H. 1" stop and waste BC-11-444-SW
I. M-9080 Rod w/cotter key
J. 93D Cast Iron Valve Box (Hex Nut)
K. 4x27 Foam Meter Insulator

3.2 Sorensen shall provide all other materials necessary to connect the approximately 59 lots in the Snow Springs and Oldham Acres subdivisions to the pressurized irrigation system and shall perform all other duties as described in the Request for Proposal Number 2020-05 attached hereto as Exhibit "A" and incorporated herein by this reference, including the following:

A. Leave door hangers with contact information one week prior to start of work;
B. Dig up each pressurized irrigation service in landscaped yard;
C. Take off the existing curb stop and stop and waste valves and boxes, replacing them with a new meter yoke, brass nipple and stop and waste;
D. Place a new meter can over the setter yoke and new box over the stop and waste;
E. Do everything required to connect back to the homeowners' pressurized irrigation system;
F. Backfill in excavated area; and
G. Replace any landscaping that was affected or destroyed by the installation of the new meter.

3.3 Sorensen shall fulfill and be bound by all requirements, obligations and responsibilities as described in Sorensen's response to Proposal Number 2020-05 which response is attached hereto as Exhibit "B" and incorporated herein by this reference.

3.4 Sorensen shall be bound by all the Standard General Conditions of the Construction Contract ("Standard General Conditions") attached hereto as Exhibit "C" and incorporated herein by this reference. In the event of a conflict between the Standard General Conditions and this Agreement, the provisions of this Agreement shall control.

3.5 Sorensen will be responsible for cleaning up its work on the Project on a daily basis according to standards in the industry.

3.6 Upon discovery of any hazardous materials, Sorensen shall cease work, notify City immediately, and allow City to contract with a properly licensed and a qualified hazardous material contractor to deal with such materials.

4. Consideration.

4.1 The contract amount is Fifty-two Thousand One Hundred Dollars ($52,100.00) ("Consideration Payment").

4.2 As work on the Project is completed, Sorensen shall invoice the City. City shall pay Sorensen within thirty (30) days of receipt of Sorensen's invoice. City shall have the right to verify that invoiced work has actually been performed before making a payment, but this shall not extend the thirty (30) day period for payment unless City discovers that invoiced work has not been performed.

4.3 No change orders or contract additions will be made unless agreed to in advance in writing by City's representative and Sorensen's representative. Sorensen shall not be entitled to any additional consideration for changes in performance which

were not authorized as contemplated by this Section 4.3 nor for the correction of any mistakes attributable in any way to Sorensen, or its employees, agents, subcontractors, or independent contractors.

4.4 The City may withhold all or part of any of the Consideration Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of:

4.4.1 substantially defective performance by Sorensen, including but not limited to defective goods or services not remedied; or

4.4.2 any other substantial failure to materially comply with the terms and conditions of this Agreement.

4.5 Upon Sorensen's timely remedy of the grounds for withholding some or all of the Consideration Payment as contemplated by Section 4.4, the corresponding amount withheld shall be paid to Sorensen. However, in the event of Sorensen's default, the City reserves the right to perform the Scope of Work, or any unfinished portion thereof, itself, or to procure the same from a third party, while holding Sorensen responsible for any costs occasioned thereby.

4.6 In the event the City terminates, suspends, or abandons this Agreement without cause pursuant to Section 5.3, the City shall pay Sorensen a proportionate amount of the Consideration Payment for any of the Scope of Work which was actually performed or provided prior to termination, suspension, or abandonment.

4.7 This Agreement may be expanded by written change order at City's discretion and at the mutual agreement of the Parties for additional consideration at the same rate as stated herein to require additional pressurized irrigation water meter installations under the same terms but at new locations within the City's boundaries.

5. Termination and Non-Appropriation.

5.1 The City may terminate this Agreement at any time if, in the reasonable discretion of the City:

5.1.1 Sorensen's performance under this Agreement is unsatisfactory;

5.1.2 Sorensen materially fails to perform its duties and obligations required by this Agreement with diligence or within the time specified herein; or

5.1.3 Sorensen has otherwise materially breached this Agreement.

5.2 Prior to terminating this Agreement as contemplated by Section 5.1, the City shall first provide written notice to Sorensen of the City's intention to terminate this Agreement. The notice of termination shall be provided by the City to Sorensen at least

fifteen (15) calendar days prior to termination. After receiving such notice of termination from the City, Sorensen shall have the next ten (10) calendar days in which to cure any deficiency noted by the City. If Sorensen adequately cures any such deficiency, to the reasonable satisfaction of the City, this Agreement shall continue. However, in the event Sorensen fails to adequately cure any such deficiency, this Agreement shall terminate, and Sorensen shall be liable for any resulting damages associated with said deficiency and breach of this Agreement. The City may pursue any such damages through all available means, whether in law or in equity, or both.

5.3 The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing written notice to Sorensen of the City's intention to terminate this Agreement without cause. The notice of termination shall be provided by the City to Sorensen at least fifteen (15) calendar days prior to termination.

5.4 Any Scope of Work which Sorensen has completed or performed prior to the date of any termination, suspension, or abandonment, shall be recorded, and tangible work documents shall be transferred to, and become the sole property of, the City. If the City has terminated this Agreement without cause as contemplated by Section 5.3, then subsequently requests Sorensen to recommence its performance of the Scope of Work after more than one (1) month from the date of termination, the Consideration Payment amount shall be subject to renegotiation at the request of either party hereto.

6. Taxes.

6.1 Sorensen understands and agrees that it shall be responsible for all taxes, fees, and expenses imposed upon it for work, labor, material, and services required to fulfill this contract. City will be responsible for all applicable permits.

7. Indemnification and Insurance.

7.1 Sorensen shall be responsible for any damage or injury to the extent which it, or its employees, agents, subcontractors, or independent contractors may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Sorensen shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from, but only to the extent of, Sorensen's negligence, breach, or willful misconduct. 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.

7.2 The City shall indemnify and hold harmless Sorensen, its parent, subsidiaries, affiliates, agents, shareholders, directors, and employees from and against

all damages, costs, liabilities (including reasonable attorneys' fees and expenses) arising from or related to the actions of the City with respect to the subject matter of this Agreement.

7.3 Sorensen, at its own expense, shall provide for the payment of worker's 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.

7.4 Sorensen, at its own expense, shall maintain comprehensive general liability insurance, including (but not limited to) $3,000,000.00 per occurrence.

7.5 Sorensen, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of at least $250,000.00 for any one person, and $500,000.00 for any one occurrence, and a property damage limit per occurrence of $250,000.00. Such benefits and coverage shall not be deemed to limit Sorensen's liability under this Agreement. It is intended by this Section 7.5 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, Sorensen must maintain automobile public liability insurance in amounts satisfying applicable Utah law.

7.6 Sorensen, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to Sorensen's profession, with a minimum coverage of $3,000,000.00 per occurrence. The professional liability/errors and omissions insurance required by this Section 7.6 must be project specific with at least a one-year extended reporting period (or longer upon request by the City). Sorensen shall, likewise, require its subcontractors, if any, to provide for such benefits and to maintain such insurance at no expense to the City.

7.7 Before commencing work on the Project, and at any time thereafter upon written request by the City, Sorensen 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.

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

at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

8. Payment and Performance Bonds; Warranty.

8.1 Within ten (10) days of the Effective Date of this Agreement, and prior to commencing work on the Scope of Work, Sorensen must provide the City with a payment and performance bond in the amount of the Consideration Payment. The completed payment and performance bond shall be attached hereto as Exhibit "C". In the event that Sorensen fails to provide a payment and performance bond within ten (10) days of the Effective Date, this Agreement shall be void.

8.2 The payment and performance bond shall remain valid until the City approves of and accepts the Scope of Work.

9. Representations and Warranties. Each party represents that:

9.1 Its signatory has the authority to execute this Agreement.

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

9.3 Sorensen represents and warrants that:

9.3.1 Sorensen 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.

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

9.3.3 Sorensen shall perform its obligations required by this Agreement in a manner consistent with applicable professional and technical standards for projects of a similar and comparable nature and shall ensure that the implementation thereof is also performed in an applicable professional, technical,

and workmanlike manner. Sorensen shall correct any defect in its performance at no additional cost to the City. Upon request by the City, Sorensen 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. Sorensen 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

9.3.5 Sorensen'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.

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

11. Equal Opportunity. Neither Sorensen, nor any subcontractor of Sorensen, 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. Sorensen 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. Sorensen shall furnish copies of any records requested by the City at Sorensen'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 by certified mail as follows:

To the City:

Lehi City Corporation
Attn: Shyloh Muhlestein, Sr. Water Tech.
153 North 100 East
Lehi, Utah 84043

To Sorensen:

Craig F. Sorensen Construction, Inc.
918 South 2000 West
Syracuse, Utah 84075

With a copy to:

Lehi City Attorney
153 North 100 East
Lehi, Utah 84043

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

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

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, transferees, and assignees.

18. Assignment. Neither party hereto may assign this Agreement, nor delegate any responsibilities under this Agreement. Any purported assignment or delegation in violation of this Section 18, without prior written consent from the non-assigning party, shall be void, and will be considered a material breach of this Agreement.

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

20. Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, 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. This provision shall not apply to payment.

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

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

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

24. Drafting and Voluntary Execution.

24.1 The negotiation and drafting of this Agreement have been accomplished collectively by each party hereto, and for all purposes this Agreement shall be deemed to have been drafted jointly by each such party. The parties acknowledge that they have been represented by counsel of their choice in all matters connected with the negotiation and preparation of this Agreement, or that they have had the opportunity to be represented by counsel, and that they have reviewed this Agreement with their counsel, or that they have had the opportunity to review this Agreement with their

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

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

25. 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.

26. Governing Law.

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

26.2 Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the state or federal 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.

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

28. 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 – express or implied, oral or written – have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement

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

30. Signatures. The City and Sorensen voluntarily enter into this Agreement, as evidenced by affixing their respective signatures, below.

Lehi City Corporation:

By: Mark Johnson
Its: Mayor

Dated: _____

Craig F. Sorensen Construction, Inc.

By: GREG HUNSAKER
Its: CHIEF ESTIMATOR

Dated: 3/26/2020

Attest:

City Recorder
Dated: _____

EXHIBIT A
REQUEST FOR PROPOSAL NUMBER 2020-05

EXHIBIT B
SORENSEN'S RESPONSE TO PROPOSAL NUMBER 2020-05

EXHIBIT C
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-20, approval of a Development Agreement with Thanksgiving Point Development for the Dancing Moose Montessori School.
Petitioner: Thanksgiving Point

Suggested Action:

Attachments:
Development Agreement (Montessori school) (city redlines).docx

Res 2020-20.docx

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") effective as of the date the last Party signs below ("Effective Date") by and among Lehi City, a political subdivision of the State of Utah (the "City"); Dancing Moose Montessori School, Inc., a Utah corporation ("Developer"); and Thanksgiving Point Development Company, L.C., a Utah limited liability company ("TPD"), only as to Article 3 hereinbelow. The City and the Developer are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101 et seq., as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of the City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. Developer has a legal interest in certain real property, as described in Exhibit A attached hereto (the "Montessori Property"), pursuant to that certain Ground Lease Agreement dated March __, 2020, between Developer, as tenant, and TPD, as landlord (the "Lease").

C. Developer has submitted both a concept plan ("Concept Plan") and a site plan ("Site Plan") for an educational facility comprised of a 28,000 square foot early childhood school (the "Project") for approval. The Concept Plan was reviewed and approved by the reviewing departments ("DRC") and the Planning Commission. The Site Plan was reviewed by the DRC but has not yet been forwarded to the Planning Commission for its consideration and approval.

D. Although the City is not currently accepting new development applications for projects within the Thanksgiving Point Area Plan ("Area Plan") until an amended Area Plan is submitted and approved, the City is willing to consider this Project based on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.1 Project Application Review to Proceed. This Agreement confirms that even though an amended Area Plan has not yet been submitted and approved by the City, the Project may proceed through the ordinary City approval process for development applications.

ARTICLE 2

2.1 Montessori Property. Developer agrees to the following:

2.1.1 As shown on the Concept Plan attached as Exhibit B the school to be constructed on the Montessori Property will be approximately 28,000 square feet.

2.1.2 Developer shall use existing parking and points of access to the Property.

2.1.3 Developer will construct around the perimeter a chain link or other fence between the Montessori Property and the adjacent properties owned by TPD.

2.1.4 Developer will establish operational practices for the school to minimize traffic impact. These practices include: 1) Staggered class start and dismissal times between 8:15 a.m. and 9:15 a.m. and 3:15 p.m. and 4:15 p.m.; and 2) Extended care operating hours to distribute traffic drop off as early as 7:00 a.m. and dismissal as late as 6:00 p.m. ("Operational Practices"). Developer shall provide sufficient capacity on-site to ensure that Project traffic does not utilize adjacent parking or city streets. If existing capacity becomes insufficient to contain Project traffic, Developer will further adjust Operational Practices to avoid Project traffic utilizing adjacent parking or city streets.

ARTICLE 3

3.1 TPD Acknowledgements. TPD acknowledges and agrees as follows:

3.1.1 In the event of termination of the Lease by TPD or the assignment of the Developer's leasehold interest under the Lease, any successor or assignee to Developer shall not establish or follow any hours of operation which conflict with those set forth in Section 2.1.4 above, without the prior written approval of the City. This Agreement shall be recorded against the Property and shall be a covenant running with the land.

3.1.2 The City's approval and execution of this Agreement is limited to the Project described above and nothing in this Agreement may be construed by the Developer or TPD as consent for any other project application within the boundaries of the Thanksgiving Point Area Plan to be submitted for City review until an amended Area Plan is submitted and approved by the City.

3.1.3 In the event the Project is not ultimately approved by the City, or the application for the Project is withdrawn or abandoned by the Developer, this Agreement shall be null and void and of no further force and effect whatsoever.

ARTICLE 4

4.1 Project Objectives and Timeline. Developer proposes by this Agreement to develop the Montessori Property and construct the Project. The proposed location of the Project is intended to afford students of the school an opportunity to walk to multiple museums and venues within the Thanksgiving Point properties. Developer further intends to construct an educational garden for the Project's students to enjoy. Developer anticipates a soft opening of the Project in January 2021 and to have achieved ninety percent (90%) occupancy of the Project during or after 2024, although there can be no guarantee that such will occur as anticipated.

ARTICLE 5

5.1 The City's Cooperation. Upon execution of this Agreement, the City agrees to cooperate with Developer to promptly and in good faith process Project applications according to standard Lehi City procedures.

5.1.1 The City hereby agrees to allow and facilitate, at Developer's expense, the connection of all water lines, sanitary and storm sewer lines or Lehi City utility lines existing or constructed in the Property or near the perimeter of the Property, provided that Developer complies with all requirements of general applicability promulgated by the City for such connections. City shall grant utility easements as may be necessary or appropriate to accommodate the utilities shown on the Plans.

5.1.2 The City shall provide sewer capacity for the Project. Developer shall connect to the currently existing sewer connection as approved in the Plans and shall ensure that such sewer system is designed and constructed in accordance with the ordinances, rules and regulations of the City. Developer shall be responsible for any expenses to connect sewer service to the Project.

ARTICLE 6

6.1 Breach and Cure. Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of ten (10) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent or otherwise extend to allow for a cure as provided in this paragraph, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 10-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 10-day period. Upon the occurrence of an uncured breach or default under this Agreement, this Agreement shall be terminated and the non-defaulting Party may pursue any and all available legal or equitable remedies.

ARTICLE 7

7.1 Indemnification. Developer agrees to indemnify, hold harmless and defend the City from and against any and all loss, damage, or expense which the City may suffer or for which the City may be held liable by reason of any injury (including death) or damage to any property to the extent directly arising out of the ordinary negligence, gross negligence or willful misconduct of the Developer related to the matters referred to herein. This indemnity provision shall not apply to claims arising from or attributable to the negligence or intentional conduct of the City.

7.2 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

7.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

7.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

7.5 Construction/Interpretation. The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

7.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

7.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

7.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

7.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

7.10 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party;

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

7.11 No Third-Party Beneficiaries. This Agreement is between the City and the Developer. No other party, other than TPD, shall be deemed a third-party beneficiary or have any rights under this Agreement.

7.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, vandalism, earthquake, pandemic, epidemic, or contagion.

7.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:
The Honorable Mayor Mark Johnson
Lehi City
153 North 100 East
Lehi, UT 84043

With Copies to:
Ryan Wood
Lehi City Attorney
153 North 100 East
Lehi, UT 84043

If to Developer:
Dancing Moose Montessori School, Inc.
West Valley School
Lake Park
4428 Links Drive
West Valley City, UT 84120
Attn: Mike Sibbett, Chairman

With Copies to:
Parsons Behle & Latimer
201 S. Main Street, Suite 1800
Salt Lake City, UT 84111

Attn: Shawn C. Ferrin

7.14 Entire Agreement, Counterparts and Exhibits

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer

7.15 Non-Assignability. This Agreement shall not be assignable by Developer except upon the express written consent of the City in its sole discretion; provided however, that Developer may fully assign this Agreement to its corporate parent, a corporate affiliate, a subsidiary or any successor owner or ground tenant of the Montessori Property.

IN WITNESS WHEREOF, this Agreement has been entered into by and between City, TPD and Developer as of the Effective Date.

LEHI CITY CORPORATION

_____

By: Mark Johnson
Its: Mayor

ATTEST:

_____

Teisha Wilson
City Recorder

DANCING MOOSE MONTESSORI SCHOOL, INC.

_____

By: _____
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the _____ of Dancing Moose Montessori School, Inc. and that said document was signed by him in behalf of said corporation.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

THANKSGIVING POINT
DEVELOPMENT COMPANY, L.C.

_____
By: _____
Its: _____

STATE OF UTAH)
ss:
COUNTY OF _____)

On this____ day of _____, 2020, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the Manager of Thanksgiving Point Development Company, L.C. and that said document was signed by him in behalf of said company.

Witness my hand and official seal.

_____
Notary Public

(notary seal)

RESOLUTION NO. 2020-__

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT BETWEEN DANCING MOOSE MONTESSORI SCHOOL, INC AND LEHI CITY

WHEREAS, Dancing Moose Montessori School, Inc. ("Developer") is currently developing a parcel of property pursuant to a ground lease with Thanksgiving Point Development Company, L.C.;

WHEREAS, Developer has submitted both a concept plan ("Concept Plan") and a site plan ("Site Plan") for an educational facility comprised of a 28,000 square foot early childhood school (the "Project"). The Concept Plan was reviewed and approved by the reviewing departments ("DRC") and the Planning Commission. The Site Plan was reviewed by the DRC but has not yet been forwarded to the Planning Commission for its consideration and approval;

WHEREAS, although the City is not currently accepting new development applications for projects within the Thanksgiving Point Area Plan ("Area Plan") until an amended Area Plan is submitted and approved, the City is willing to consider this project based on the terms and conditions set forth in the attached Development Agreement;

WHEREAS, on March 31, 2020, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

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

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 31st day of March, 2020.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #14-2020, a zone change from Business Park to Commercial on 35-acres located at approximately 1450 West Innovation Way.
Petitioner: Innovation Pointe

Suggested Action:

Attachments:
CCR Innovation Pointe Zone Change 03.17.20.docx

Innovation Pointe Zone Change DRC 01.15.20.docx

Ord 14-2020.pdf

Innovation Pointe ZC narrative.pdf

Innovation Pointe maps.pdf

Ipointe-Aerial.pdf

Ipointe-Zoning.pdf

INNOVATION POINTE ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Innovation Pointe		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Approval of a proposed zone change.		
Location	Approximately 1450 West Innovation Way		
Acreage	35 acres		
Existing Zoning	Business Park		
Existing General Plan Land Use Designation	Commercial		
Proposed Zoning Designation	Commercial		
Existing Land Use	Vacant (future Innovation Pointe Office)		
Adjacent Zoning and Land Use	*North*	PC	Timpanogos Highway
	South	BP	Fox Hollow Elementary/ IHC
	East	Commercial	Fluent Home
	West	BP	Office Buildings
Date of DRC Review	January 15, 2020		
Date of Planning Commission Review	February 13, 2020		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

Section 05.010. Zoning Districts.

A. The **Commercial (C) District** is intended to provide controlled and compatible locations for retail, office and business/commerce activities, to enhance employment opportunities, to encourage the efficient use of land, to enhance property values and the strength of the city's tax base, and insure high quality design and functionality of commercial areas. Uses typical to this District may include retail sales and services, offices and institutional uses.

B. The **Business Park (BP) District** is established to provide a clean, attractive and nuisance free location for corporate offices, light assembly and accessory warehouse development, and larger scale public facilities. Examples of the activities that may be allowed include corporate offices, laboratories and research facilities, medical and dental clinics, professional and vocational schools, government offices and medical research facilities. The BP district requires buildings to be located in a park-like campus setting with extensive landscaping and consideration of building design and siting to create an attractive and desirable environment for larger scale corporate and public uses.

Table 05-040-B. Table of Bulk and Intensity Requirements- Commercial, Industrial, and Business Park Zones.

	C	BP
Minimum Lot Area		
Minimum Lot Width/Frontage	60 Ft. Unless otherwise approved by the Reviewing Departments, Planning Commission and City Council	160 Ft. Unless otherwise approved by the Reviewing Departments, Planning Commission and City Council
Minimum Front Yard And Corner Yard	No minimum requirement; however setbacks may be required due to reasons such as safety, utilities, etc. See also Chapter 12-080	No minimum requirement; however setbacks may be required due to reasons such as safety, utilities, etc. See also Chapter 12-080.
Minimum Rear Yard	As allowed by IBC and must recognize any easements and comply with Chapter 12-080	40 Ft.
Minimum Side Yard	As allowed by IBC and must recognize any easements and comply with Chapter 12-080	30 Ft. Unless otherwise approved by the DRC, Planning Commission and City Council
Minimum Ground Floor Area Per Residential Unit	N/A	N/A
Minimum Living Area Per Residential Unit Where Allowed Above Commercial	N/A	N/A
Maximum Building Height Occupied Structure		
Maximum Height Of Unoccupied Structure		
Maximum Dwelling Units per Acre	N/A	N/A
Minimum Open Space Requirement	10%	30%[3]

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Business Park (BP)

The purpose of the Business Park classification is to provide a clean, attractive and nuisance-free location for corporate offices, light assembly and warehouse development, and larger scale public facilities. Examples of activities that may be allowed include; corporate offices, laboratories and research facilities, medical and dental clinics, professional and vocational schools, hotels, government offices, medical research facilities, hospitals, warehousing and wholesale distribution. BP areas would require buildings to be located in a park-like campus setting with extensive landscaping and consideration of building design and orientation.



An estimation of how land may develop in the Business Park areas is as follows:

Retail – 5%
Office/employment – 80
Residential – 0%
Roads & institutional – 15%

Commercial (C)

The Commercial land use classification is intended to provide controlled and compatible locations for retail, office and business/commercial activities, to enhance employment opportunities, to encourage the efficient use of land, to enhance property values and City tax base, and to insure high quality design and function of commercial areas. The Commercial classification may typically include retail sales and services, offices and institutional uses.



An estimation of how land may develop in Commercial areas is as follows:

Retail – 65%
Office/employment – 15%
Residential – 5%
Roads & institutional – 15%

PROPERTY HISTORY

May 12, 2005	Eastern portion of the property annexed into the City as part of the Bull River Business Park annexation
November 28, 2018	Western portion of the property annexed into the City as part of the Innovation Pointe Addition
January 14, 2020	City Council approved the Innovation Pointe General Plan Land Use Amendment changing the use from Business Park to Commercial. Included in their motion was the need for

a development agreement stating that building 3 will be an office building.

REPORT ANALYSIS

The applicant seeks approval of a proposed zone change for the Innovation Pointe properties changing them from Business Park to Commercial. The proposed zone change affects 35 acres, approximately 20 of these acres have existing office buildings. The remaining acreage is currently undeveloped, but the applicant has expressed the intent to build office buildings with the potential for other retail uses. This proposed zone change follows the approved General Plan Land Use designation of Commercial. City Council approved this General Plan Land Use designation on January 14th of this year.

In reviewing the General Plan Land Use amendment, City Council expressed the desire to put in place a development agreement for the area designated for building 3 to develop as office space. This agreement has been recorded with the Utah County Recorder's Office.

Staff supports the request for the Commercial Zone because it promotes higher commercial densities and a greater mix of uses. Staff believes this will better serve this area and the larger community. The Commercial Zone as described in both the Development Code and the General Plan Land Use element better promotes walkability, density and a mixture of uses than the Business Park zone.

The Commercial Zone allows a few additional uses that the Business Park Zone does not allow. However, the greatest difference relates to the required open space and setback requirements. Business park requires 30 percent open space, a minimum 40-foot rear yard setback and 30-foot side yard setback. The Commercial Zone only requires ten percent landscaping and does not designate any minimum setbacks. Based on these requirements, the Business Park Zone promotes more suburban style office parks, while the Commercial Zone allows for denser developments with a greater potential for a mix of compatible uses.

The DRC reviewed the proposed zone change and left no comments.

PLANNING DIVISION RECOMMENDATION

Planning Division staff recommends **APPROVAL** of the proposed Innovation Pointe zone change. This recommendation is based on the following findings:

1. The proposed zone change is compatible with existing and proposed uses on the site.
2. The proposed zone change is consistent with the surrounding properties.
3. The proposed zone change aligns with Staff's vision for the area including denser, more walkable uses.
4. The proposed zone change is consistent with the General Plan land use designation for these parcels and the surrounding parcels.
5. The proposed zone change will promote the public health, safety, and welfare by promoting more compact development with more potential for walking in the commercial zone.
6. The proposed zone change will benefit the community be providing for commercial uses and minimizing the excess of open space which may reduce water usage and the over consumption of land.
7. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 13, 2020. The minutes and motion from this meeting are as follows:

Chairman Hemmert asked Ross Dinsdale about the impact to traffic. Mr. Dinsdale stated that it shouldn't change much. Chairman Hemmert clarified about that it would add traffic during more hours instead of at certain times. Mr. Dinsdale agreed.

Commissioner Nielsen pointed out that this had been denied because there wasn't enough landscape, but we are letting them come up with the lesser landscape option.

Mr. Struthers discussed how the theme in landscaping has changed and their thought is that this is an area that we want to encourage more density and not as much landscaping.

Commissioner Nielsen felt that if it fits with the existing then why change it.

The applicant Kent England said that with the slope they can't hit the 30% so they were able to get around 20% so with talking with staff about other options this looked like the best way to go. Their plan is to put a third building and then potential retail on 1200 West, but they aren't sure yet.

Chairman Hemmert opened public hearing for public comment.

Jonathan Madsen asked if more stuff goes in that area will there be more help to the intersection to make it easier to pull out.

Chairman Hemmert closed public comment.

Commissioner Peterson asked for Mr. Dinsdale to clarify Mr. Madsen's questions Mr. Dinsdale said that most likely that will become a right in/right out area so that people won't be able to cross there. Mr. Dinsdale noted that they have a traffic study for the area overall.

Commissioner Nielsen doesn't feel that it is pedestrian friendly or walkable with a business park and that it is what we are encouraging and allowing them to do here.

Commissioner Peterson discussed how the commission has been conflicted on this piece for a long time and the issue with topography.

Motion: Commissioner Eyre moved to send this to the Council with a positive recommendation for Innovation Pointe's request for review of a proposed zone change from Business Park to Commercial on 35-acres located at approximately 1450 West Innovation Way including the DRC comments, with the findings stated in the staff report. Commissioner Peterson seconded.

Vote: Commissioner Eyre, Yes; Commissioner Everett, Nay; Commissioner Peterson, Nay; Commissioner Hemmert, Nay; Commissioner Nielsen, Nay; Commissioner Bunker, Nay; and Commissioner Hereth, Yes. The motion does not pass.

Innovation Pointe Zone Change
DRC Redline Comments

Innovation Pointe- request review of a zone change for Innovation Pointe, 35-acres of property located at approximately 1450 West Innovation Way, changing the zoning from Business Park to Commercial.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Justin McKinnon and Bret Mackay
Date of Plans Reviewed: 1/2/20
Time Start: 2:46
Time End: 2:49

DRC REDLINE COMMENTS:
Glade – Power: No comment
Kerry – Fire: No comment
Greg – Water/Sewer: No comment
Kim – Planning: No comment
Gary – Building/Inspections: No comment
JD – Streets: No comment
Ross – Engineering: No comment
Trent – Parks: No comment

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION FEBRUARY 13th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 14-2020

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT FOR 225 SOUTH 600 EAST

WHEREAS, Kent England, authorized agent for the owner of property located at 1441 West Innovation Way and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as Commercial; and

WHEREAS, following a public hearing on February 13, 2020, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on March 31, 2020, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 13, 2020; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on October 25, 2011 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to Commercial.

PART II:

A. If a provision of this Ordinance 14 -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid,

the remainder shall not be affected thereby.

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

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

Approved and Adopted by the City Council of Lehi City this 31st day of March, 2020.

ATTEST

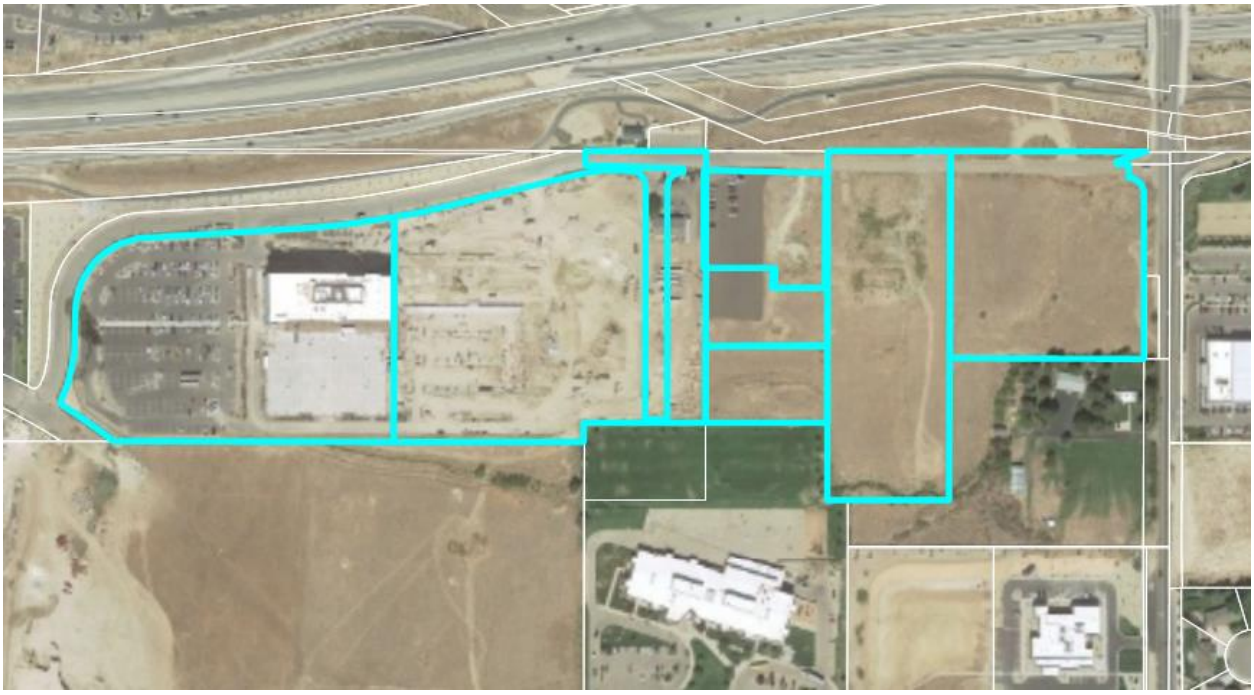
_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

EXHIBIT “A”

INNOVATION POINTE ZONE CHANGE PARCELS AND MAP

Parcel IDs 42:087:0001, 42:087:0002, 11:032:0483, 11:032:0476, 11:032:0333, 11:032:0330, 11:032:0030, 11:032:0602



Innovation Pointe Future Land Use

Innovation Pointe is proposing a land use zone change of approximately 35 acres of property located along Innovation Way, between Triumph Blvd. and 1200 W.

The request is to change the current zoning from Business Park to Commercial, consistent with Lehi City's General Plan.

The property is located in close proximity to Lehi's existing commercial corridor along I-15. Approximately half of the land has been recently developed with commercial office buildings. Commercial zoning offers more flexibility for future development of the vacant parcels, and the existing office buildings are a permitted use within the commercial zone.

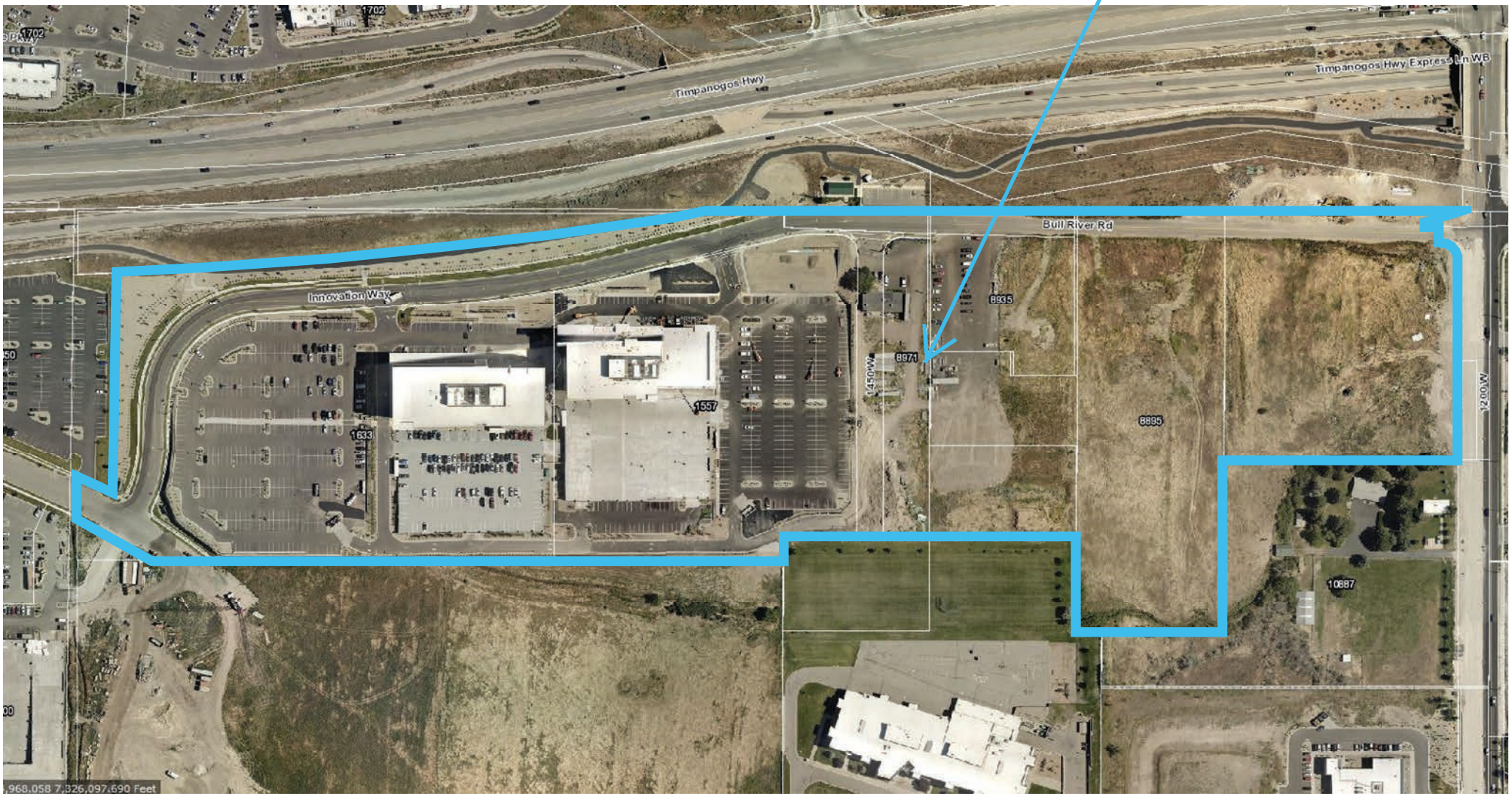
Lehi's future land use calls for additional commercial zoning designation to the north of the property. It is currently surrounded by commercial property to the east, another office development to the west, and vacant land and a school to the south.

The future use of the vacant land will be an extension of the existing office development, which conforms more closely to the urban use and design found in the commercial zone than the suburban use found in the business park zone.

We appreciate your time and your consideration of this application, and we look forward to our continued relationship with Lehi City.

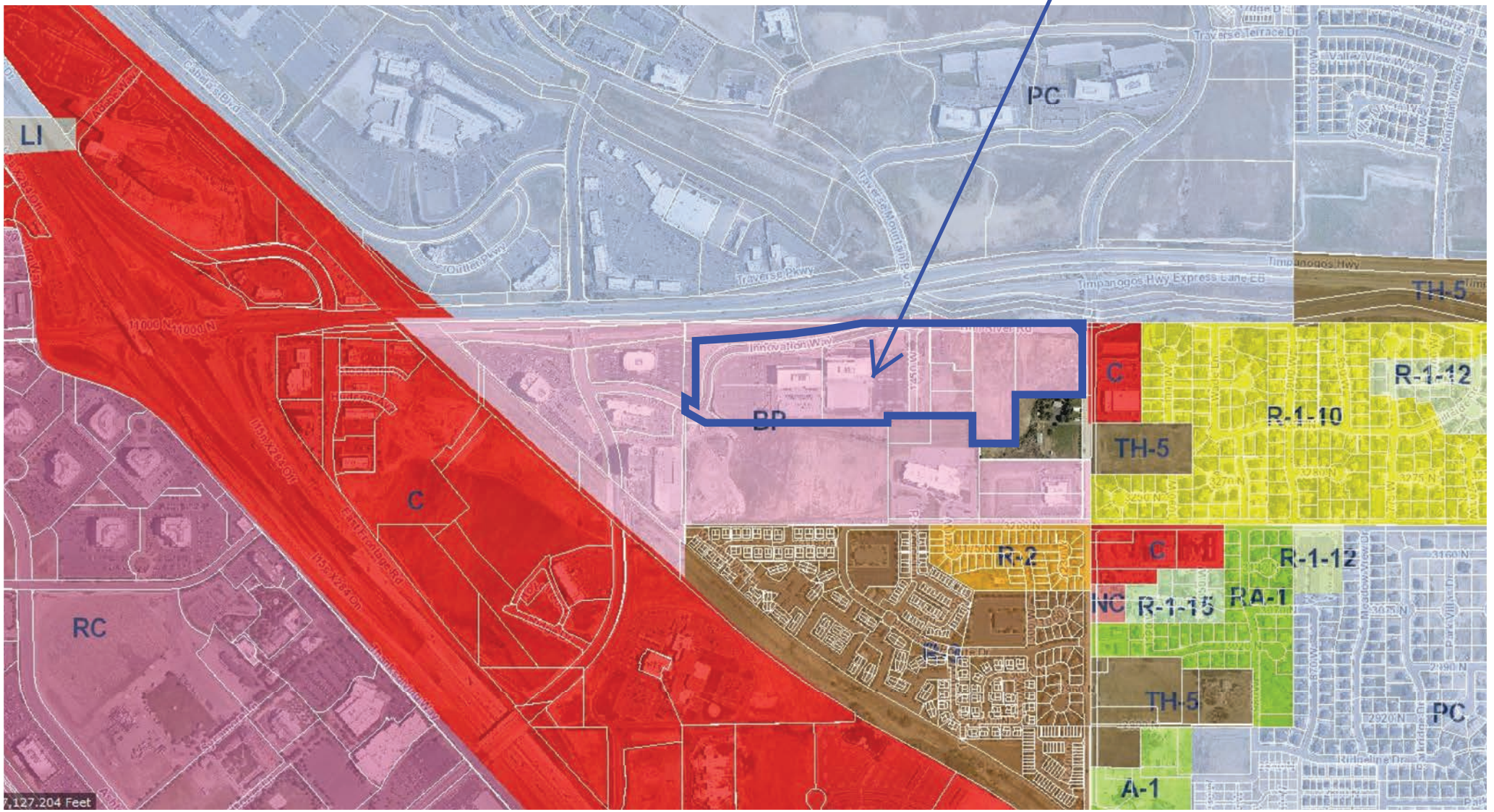
iNNOVATiON POINTE

Parcels to be designated as "Commercial"



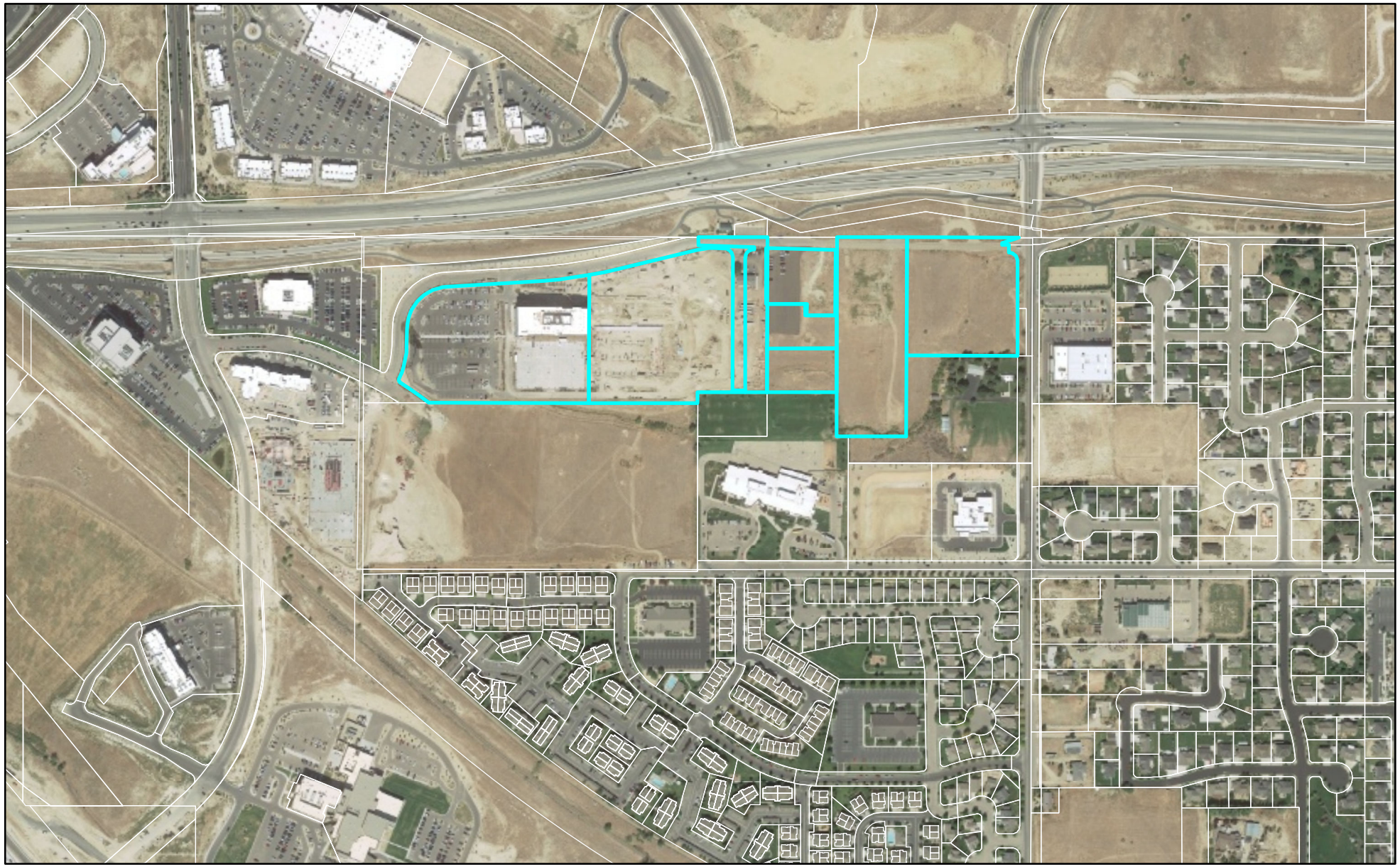
iNNOVATiON POINTE

Parcels to be designated as "Commercial"



Innovation Pointe Zone Change

Aerial

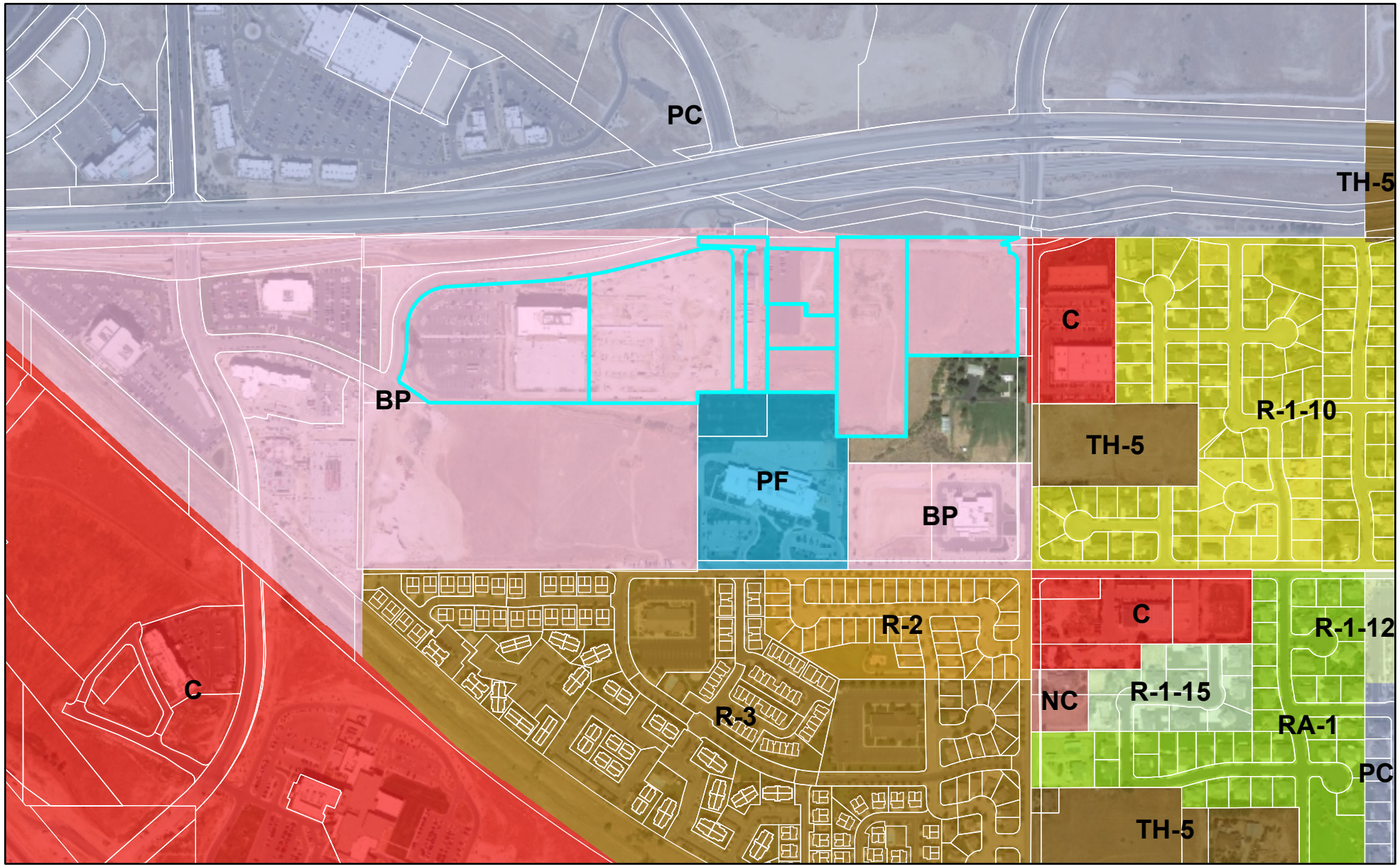


0 650 1,300 Feet

LEHI CITY

Innovation Pointe Zone Change

Zoning



LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #15-2020, a General Plan amendment from Low Density Residential to Commercial on 1.4 acres located at approximately 400 West Bull River Road.
Petitioner: Jessica Lloyd

Suggested Action:

Attachments:
CCR Creative Learning Academy General Plan Amendment 03.17.20.docx

Creative Learning Academy GPA DRC 01.15.20.docx

Ord 15-2020.pdf

Creative Learning Academy GPA narrative & map.pdf

Creative Learning Academy- Aerial.pdf

Creative Learning Academy- General Plan.pdf

Creative Learning Academy- Zoning.pdf

CREATIVE LEARNING ACADEMY GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Creative Learning Academy		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Approval of a proposed general plan amendment		
Location	Approximately 400 W Bull River Road		
Acreage	1.4 acres		
Existing Zoning	R-1-10		
Existing General Plan Land Use Designation	Low Density Residential		
Proposed Land Use Designation	Commercial		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	PC	Murdock Canal Trail
	South	R-1-10	Single Family Homes
	East	C	Apex Storage
	West	R-1-10	Single Family Homes
Date of DRC Review	January 15, 2020		
Date of Planning Commission Review	February 13, 2020		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval
The Planning Commission should consider the following factors, among others, when reviewing a General Plan amendment:

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Economic Development Goal 1:

Provide diverse economic and employment opportunities and encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

Best Practice 1.4: Promote variety in commercial spaces, densities, and locations.

A variety of commercial spaces, densities, and locations provides options that appeal to a wider range of businesses. A wider range of businesses creates a healthier and more sustainable business environment for the City since the City and its residents are not dependent on one scale or type of business for tax revenue or employment. Providing a variety of shopping opportunities ensures that the needs of some looking to make major shopping trips for a variety of goods are met, as well as others simply needing a quick convenience item or a recreational shopping experience. As the City plans for and encourages a variety of commercial districts, densities and types within its boundaries, it should ensure that these new developments do not jeopardize existing commercial areas.

Low Density Residential (LDR)



The Low Density Residential (LDR) classification provides for predominantly single-family residential areas and single family dwelling units with an overall neighborhood density not to exceed 4 units per acre. For the efficient implementation of this General Plan Land Use category, and to achieve the goals of the General Plan, the City has created the Flex Zone, which provides a diversity of lot sizes and promotes diversification and stability of neighborhoods. The applicable Zoning District classifications are R-1-12 and R-1-Flex. In cases where a parcel of property is immediately adjacent to existing R-1-10 or R-1-8 Zoning on at least 3 sides, the City may allow zoning/re-zoning of the parcel to an R-1-8 or R-1-10 Zone based on the contiguous zoning.

Commercial (C)



The Commercial land use classification is intended to provide controlled and compatible locations for retail, office and business/commercial activities, to enhance employment opportunities, to encourage the efficient use of land, to enhance property values and City tax base, and to insure high quality design and function of commercial areas. The Commercial classification may typically include retail sales and services, offices and institutional uses.

An estimation of how land may develop in Commercial areas is as follows:

Retail – 65%
Office/employment – 15%
Residential – 5%
Roads & institutional – 15%

PROPERTY HISTORY

May 27, 1999	Northern part of the property annexed into the City as part of the Low Hills Annexation
March 28, 2007	Remainder of the property annexed with the Eagle Ridge Phase 2 Annexation

REPORT ANALYSIS

The applicant requests approval to amend the General Plan Land Use Designation at approximately 400 West Bull River Road from Low Density Residential to Commercial on 1.4 acres of undeveloped land. The applicant intends to build a commercial daycare facility on these two lots.

The General Plan Land Use defines an Economic Development goal to bring various scales of commercial throughout the City. Best Practice 1.4 further defines this goal. This proposed commercial designation would provide more commercial services for the surrounding neighborhoods and is adjacent to existing commercially zoned parcels and uses. The intended daycare use would provide a transition from the existing commercial uses to the surrounding neighborhoods and would cause minimal disruption to the neighborhood. Access to the commercial development would not be provided from the residential cul-de-sac to the south, access will only be provided from Bull River Road.

DRC reviewed the proposed general plan amendment and only had one comment which was a recommendation to change to neighborhood commercial instead of commercial. However, the applicant proposes closer to a 15,000 square foot building size, and the current definition for neighborhood commercial limits building size to 5,000 square feet without Planning Commission approval for something larger. Due to this size restriction, the applicant requests the commercial land use designation. Based on this site's location and the buffering requirements, the proposed Commercial designation meets the goals, policies, and intent of the General Plan.

PLANNING DIVISION RECOMMENDATION

Planning Division staff recommends **APPROVAL** of the proposed Creative Learning Academy general plan amendment from LDR to Commercial. This recommendation is based on the following findings:

1. The proposed amendment to the Lehi City General Plan is not detrimental to the public health, safety, and welfare of Lehi City.
2. The proposed General Plan amendment furthers the general plan economic development goal to provide diverse scales of commercial developments.
3. The proposed General Plan amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
4. The proposed General Plan amendment is consistent with the land uses and zoning of nearby and adjoining properties.
5. The proposed General Plan amendment will not have a substantial adverse effect on surrounding property.
6. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public services to accommodate any potential future uses, including all landscaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features.
7. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed general plan amendment on February 13, 2020. The minutes and motion from this meeting are as follows:

> Applicant Jessica Lloyd stated her whole purpose is trying to meet the need for childcare for employees in businesses in the surrounding area.
>
> Chairman Hemmert opened the public hearing for public comment.

Jonathan Madsen- Noted the traffic concern. He also discussed a concern with the topography, and he's hoping it won't go up to 40 feet. The other concern is the cul-de-sac easement in the left corner and parking.

Melissa McAllister- felt that the retaining wall next to this business is the biggest eye sore and her concern is that she doesn't want people to be driving on her property. She doesn't feel Bull River Road is wide enough for people to be driving there and driving both directions. She is also concerned about the storage place next to a childcare facility. She felt this would make the property values go down.

Allan Holladay- He was worried about similar concerns especially about the cul-de-sac where he lives to have parking in that area. He was extremely disappointed with the retaining wall. He doesn't want the same thing to happen with another retaining wall.

Devin Noise- his concern is about the eyesore and the cul-de-sac and doesn't feel like Bull River could handle the traffic.

Chairman Hemmert closed public comment.

Chairman Hemmert stated that he had concerns with this area. He did not like the idea of continuing a retaining wall.

Commissioner Peterson stated that there weren't certain items that they could discuss because it isn't a site plan. His concern that they aren't looking at a site plan that if they change it to commercial, they are opening up to the entire table of the commercial.

Mr. Dinsdale noted that they could require the access and not let it go through the neighborhood. Chairman Hemmert asked Mr. Dinsdale to discuss topography. Mr. Dinsdale said that they haven't seen any proposed grading, but Bull River is higher than the cul-de-sac and doesn't think that it would get bigger.

Commissioner Nielsen asked about the plans to widen Bull River road. Mr. Dinsdale stated that there is no timeline on Bull River road, but it is a city project. Commissioner Nielsen asked about curb and gutter. Mr. Dinsdale said that he thought that they would have to complete the curb and gutter.

Motion: Commissioner Peterson moved that this be sent to the Council with a negative recommendation of Jessica Lloyd's request for review of a proposed General Plan amendment from Low Density Residential to Commercial on 1.4 acres located at approximately 400 West Bull River Road including the DRC comments, with the findings stated in the staff report. Also with the finding that the commercial is not compatible in this neighborhood and without a proposed site plan and elevations and knowing exactly what's going in there they are opening up that area to more than just a building and adding that neighborhood commercial is a better fit for this property as mentioned by DRC. Commissioner Bunker seconded the motion.

Vote: Commissioner Eyre, Yes; Commissioner Everett, Yes; Commissioner Peterson, Yes; Commissioner Hemmert, Yes; Commissioner Nielsen, Yes; Commissioner Bunker, Yes; and Commissioner Hereth, Yes. The motion passed with all in favor.

Creative Learning Academy General Plan Amendment
DRC Redline Comments

Jessica Lloyd- requests review of a general plan amendment for Creative Learning Academy of Utah, approximately 1.4-acres of property located at approximately 400 West Bull River Road., changing the land use designation from LDR to C

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Jessica Lloyd
Date of Plans Reviewed: 1/9/20
Time Start: 2:59
Time End: 3:05

DRC REDLINE COMMENTS:
Glade – Power: No comment
Kerry – Fire: No comment
Greg – Water/Sewer: No comment
Kim – Planning:
1. Recommend Neighborhood Commercial instead of Commercial to increase compatibility of potential uses next to existing residential. However building size in NC is 5K sq. ft. and the City would need to also consider increasing the building size limitations to accommodate the 15K building size being proposed.

Gary – Building/Inspections: No comment
JD – Streets: No comment
Ross – Engineering: No comment
Trent – Parks: No comment

DRC COMMENTS:
Consistency with the elements of the Lehi City General Plan.
The only General Plan Element affected by the proposed amendment is the Land Use Element.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

Low Density Residential (LDR)



The Low Density Residential (LDR) classification provides for predominantly single family residential areas and single family dwelling units with an overall neighborhood density not to exceed 4 units per acre. For the efficient implementation of this General Plan Land Use category, and to achieve the goals of the General Plan, the City has created the Flex Zone, which provides a diversity of lot sizes and promotes diversification and stability of neighborhoods. The applicable Zoning District classifications are R-1-12 and R-1-Flex. In cases where a parcel of property is immediately adjacent to existing R-1-10 or R-1-8 Zoning on at least 3 sides, the City may allow zoning/re-zoning of the parcel to an R-1-8 or R-1-10 Zone based on the contiguous zoning.

Commercial (C)

The Commercial land use classification is intended to provide controlled and compatible locations for retail, office and business/commercial activities, to enhance employment opportunities, to encourage the efficient use of land, to enhance property values and City tax base, and to insure high quality design and function of commercial areas. The Commercial classification may typically include retail sales and services, offices and institutional uses.



An estimation of how land may develop in Commercial areas is as follows:

Retail – 65%
Office/employment – 15%
Residential – 5%
Roads & institutional – 15%

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 13th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

20E

ORDINANCE NO: 15-2020

ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP FOR 400 WEST BULL RIVER ROAD

WHEREAS, on March 31, 2020, following all necessary public hearings, the Lehi City Council adopted an amendment to the Lehi City General Plan which included the 2017 Land Use Element together with the Lehi City General Plan Land Use Map; and

WHEREAS, the Lehi City Planning Commission held a public hearing on February 13, 2020, to review and make a recommendation on the General Plan Amendment located at 400 West Bull River Road changing the land use designation from Low Density Residential to Commercial, as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on March 31, 2020, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map from Business Park to Commercial;

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

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended changing the properties at 400 West Bull River Road from Low Density Residential to Commercial on 1.4 acres, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance 15-2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

D. This Ordinance shall take effect immediately after being posted or published a s

required by law.

Approved and Adopted by the City Council of Lehi City this 31st day of March 2020.

ATTEST

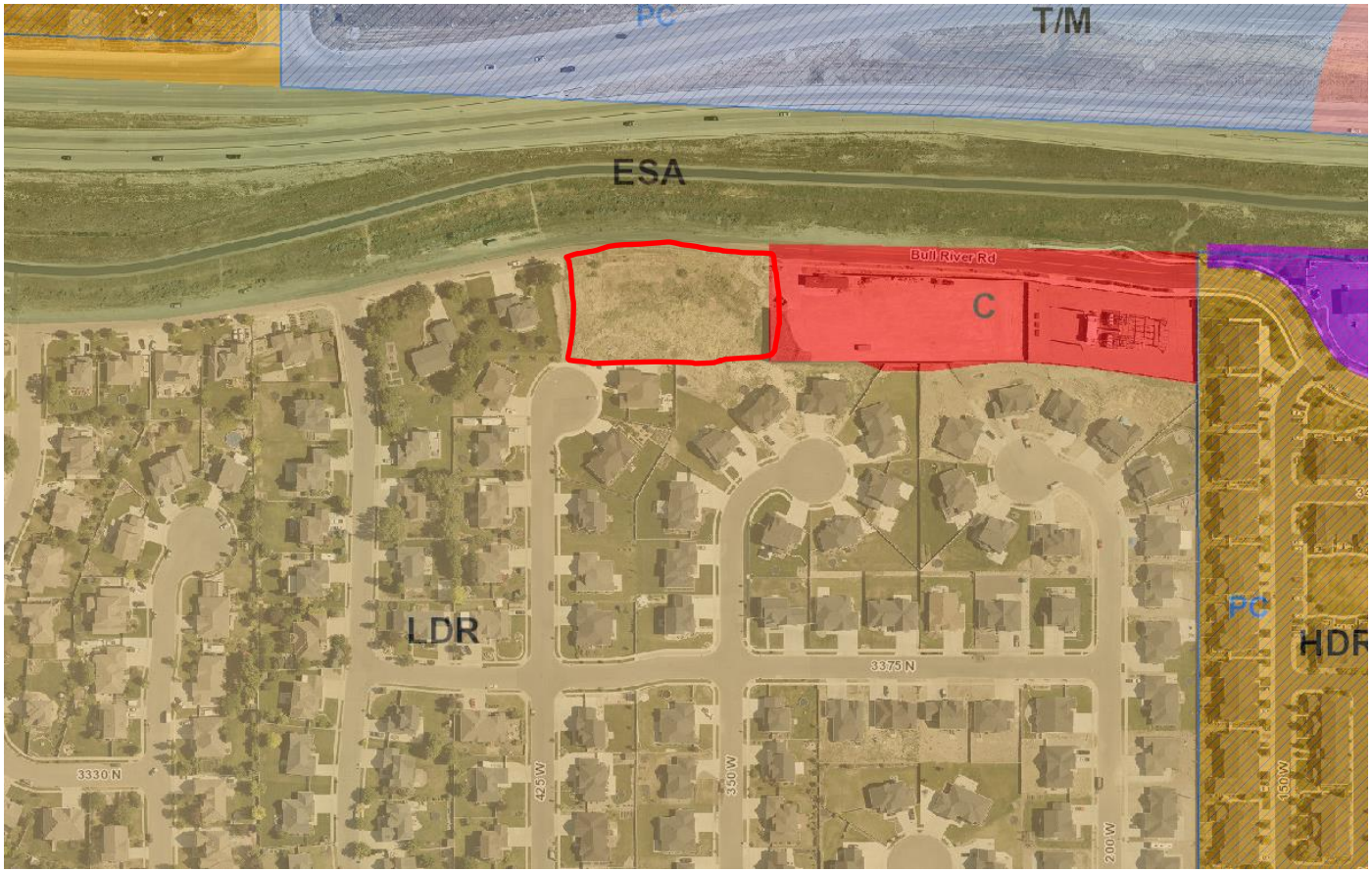
_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Exhibit A

PARCEL NUMBERS AND MAP OF 400 WEST BULL RIVER ROAD GENERAL PLAN AMENDMENT

Parcels: 11:034:0075, 11:034:0009

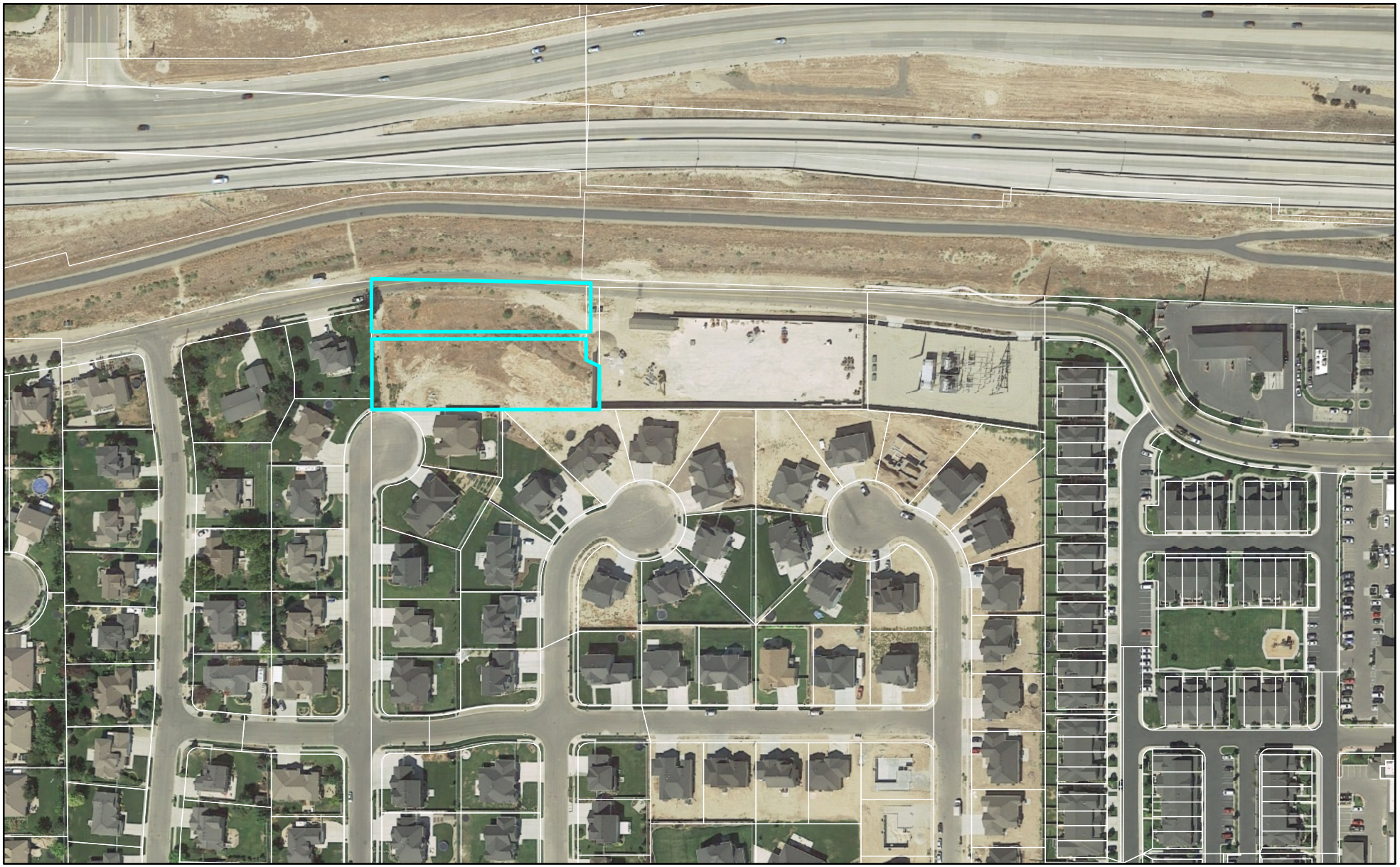




Creative Learning Academy of Utah, LLC (CLA) is requesting a general plan amendment to the current low-density residential general plan. CLA is an established child care business, with 3 locations in Salt Lake City Utah. We are looking to expand our reach to Utah County, and have identified the above selection of land for that expansion. We would like to build a new childcare/preschool center, at approximately 15,000 square feet on this land, and begin offering quality childcare to parents and potentially employees of nearby businesses. There is a shortage of quality childcare options in Utah County, and we would like the opportunity to help fill that need. We are currently under contract to purchase the land, but understand that a general plan amendment is necessary to use this property for our intended use. Our intended use would be compatible with low-density residential housing because the center would add value to the community by offering childcare options for members of the community. The business operation hours would be Monday-Friday from 7am-6pm, with no consistent night or weekend use. This property, being visible and easily accessible to SR-92 is very conducive to commercial use. Similar properties to the East are also being used commercially.

Creative Learning Academy GPA

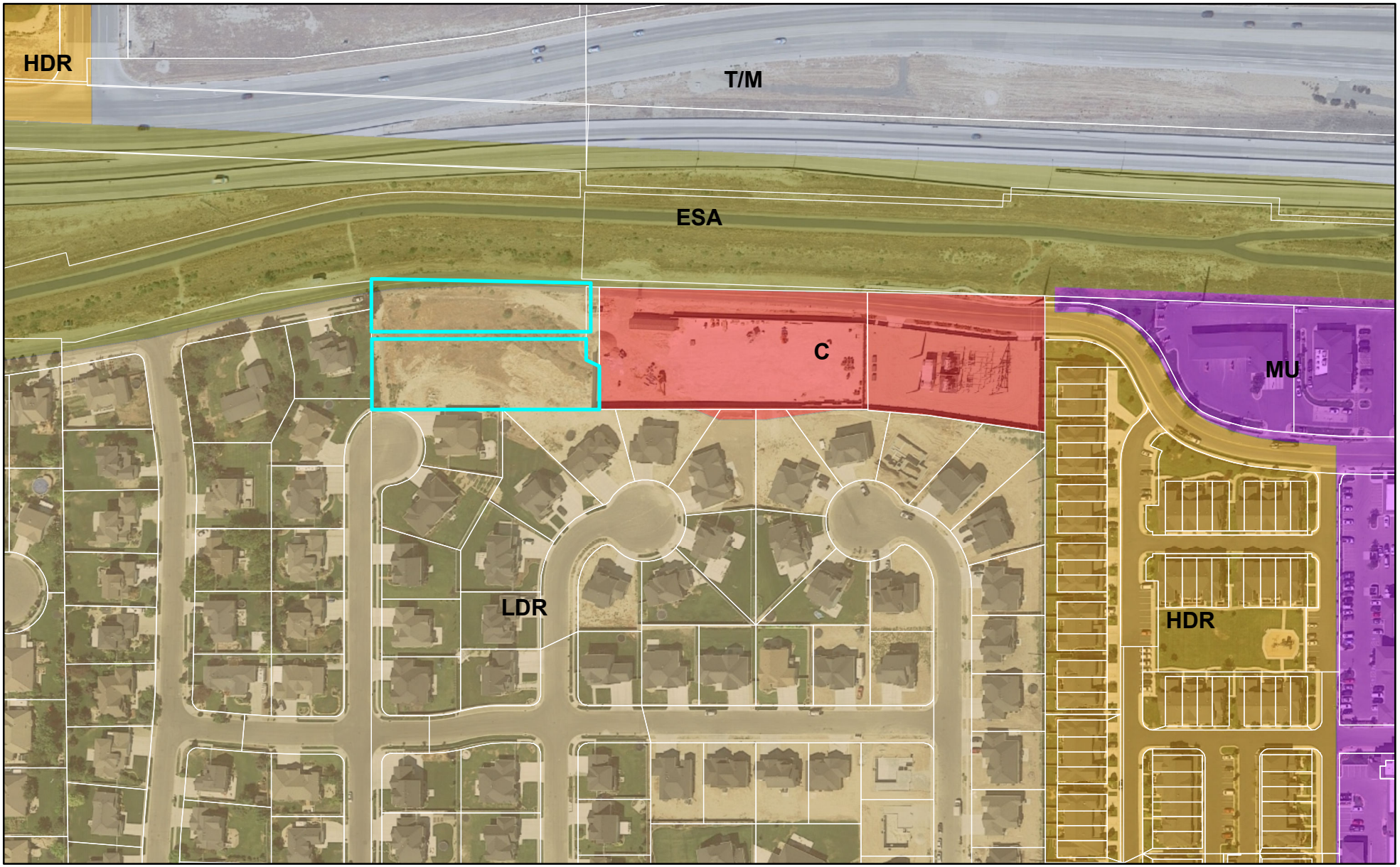
Aerial



LEHI CITY

Creative Learning Academy GPA

General Plan

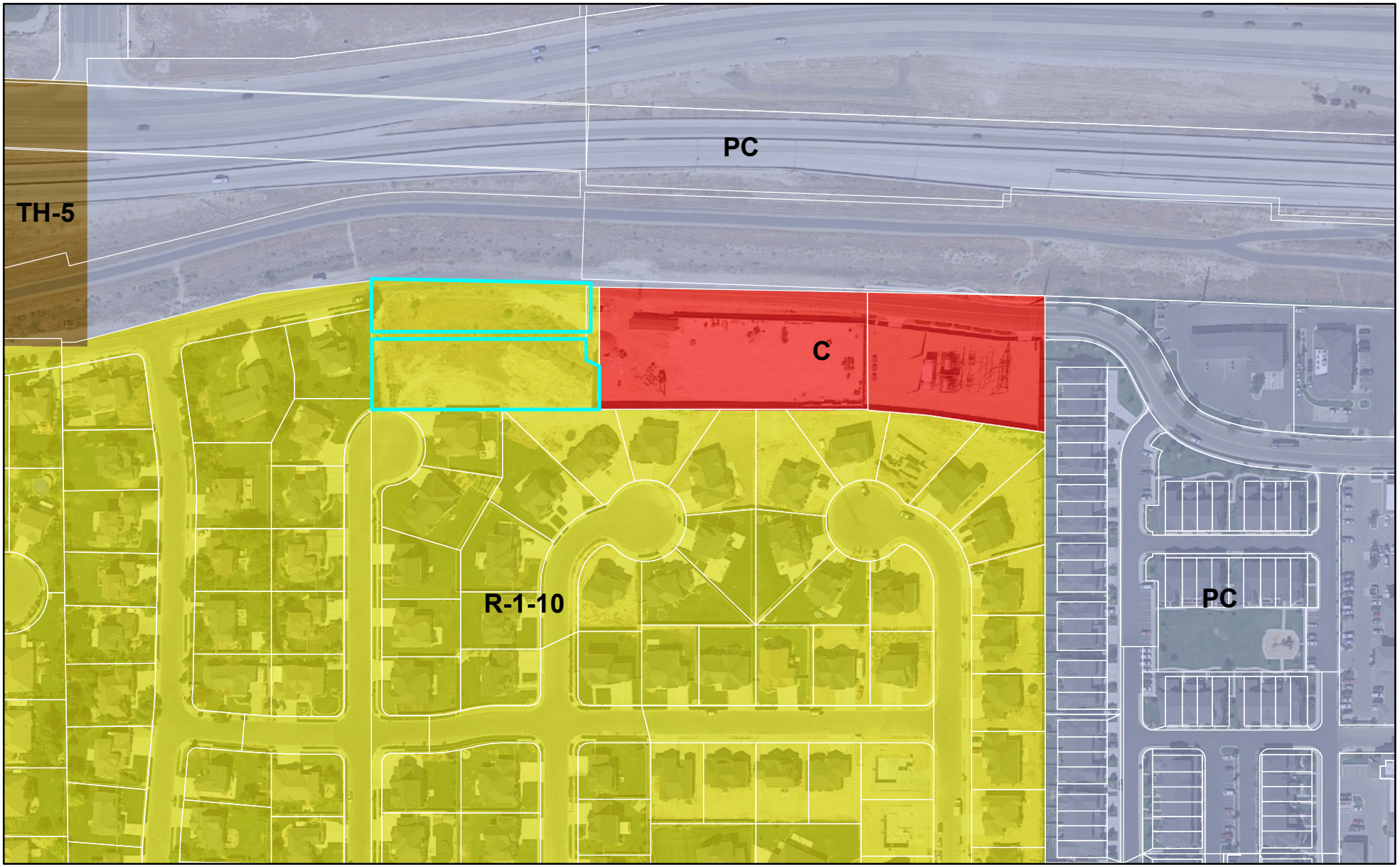


0 240 480 Feet

LEHI CITY

Creative Learning Academy GPA

Zoning



LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Joyce Jones Annexation, approximately 4.846-acres of property located at approximately 3350 North 1200 West with proposed Commercial and TH-5 (transitional holding) zoning.
a. Public Hearing
b. Consideration of Ordinance #16-2020 approving the Joyce Jones Annexation.
c. Consideration of Resolution #2020-16 approving the Joyce Jones Annexation Agreement.
Petitioner: Clayton Preece

Suggested Action:

Attachments:
CCR Joyce Jones Final Annexation 03.17.20.docx

Joyce Ann Jones Annexation DRC 01.15.20.docx

Ord 16-2020.pdf

Joyce Jones Annexation Plat.pdf

Res 2020-16.pdf

Joyce Jones AnnexAgreement 03.11.2020.docx

Joyce Jones Annexation narrative.pdf

Joyce Jones Annexation- Aerial.pdf

Joyce Jones Annexation- General Plan.pdf

Joyce Jones Annexation- Zoning.pdf

JOYCE JONES ANNEXATION
CITY COUNCIL REPORT

Applicant	Clayton Preece in behalf of Joyce Jones		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Approval of a proposed annexation		
Location	Approximately 3350 North 1200 West		
Requested Zoning	TH-5 and BP		
General Plan Land Use Designation	BP		
Acreage	4.846		
Existing Land Use	Single family home and property		
Adjacent Zoning and Land Use	*North*	BP	Undeveloped (Ipointe future office)
	South	BP	InstaCare
	East	C/TH-5	Fluent Home/ Undeveloped
	West	BP	Fox Hollow Elementary
Date of DRC Review	January 15, 2020		
Date of City Council Acceptance	January 28, 2020		
Date of Planning Commission Review	February 13, 2020		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

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

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 05.010. Zoning Districts.

A. The **Commercial (C) District** is intended to provide controlled and compatible locations for retail, office and business/commerce activities, to enhance employment opportunities, to encourage the efficient use of land, to enhance property values and the strength of the city's tax base, and insure high quality design and functionality of commercial areas. Uses typical to this District may include retail sales and services, offices and institutional uses.

B. The **Business Park (BP) District** is established to provide a clean, attractive and nuisance free location for corporate offices, light assembly and accessory warehouse development, and larger scale public facilities. Examples of the activities that may be allowed include corporate offices, laboratories and research facilities, medical and dental clinics, professional and vocational schools, government offices and medical research facilities. The BP district requires buildings to be located in a park-like campus setting with extensive landscaping and consideration of building design and siting to create an attractive and desirable environment for larger scale corporate and public uses.

C. The **Transitional Holding-5 (TH-5)** District is designated primarily for the annexation of land where no water is dedicated upon annexation and where no city culinary water or pressurized irrigation water services will be provided. Characteristic of this district is a continuation of uses and services existing at the time of annexation. All new uses must comply with Table 05-030-A, Table 05-040-A, and Table 12-060 of the Lehi City Development Code. Property may be annexed into the TH-5 district without the requirement of a General Plan amendment. It is, however anticipated that when the property is rezoned, it will comply with the General Plan designation. Otherwise, a General Plan amendment will be required.

Following annexation into the TH-5 District, a single lot may be partially rezoned to a different zoning district so long

as the portion of the lot remaining in the TH-5 district is not smaller than one acre.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

Business Park (BP)

The purpose of the Business Park classification is to provide a clean, attractive and nuisance-free location for corporate offices, light assembly and warehouse development, and larger scale public facilities. Examples of activities that may be allowed include; corporate offices, laboratories and research facilities, medical and dental clinics, professional and vocational schools, hotels, government offices, medical research facilities, hospitals, warehousing and wholesale distribution. BP areas would require buildings to be located in a park-like campus setting with extensive landscaping and consideration of building design and orientation.



An estimation of how land may develop in the Business Park areas is as follows:

Retail – 5%
Office/employment – 80
Residential – 0%
Roads & institutional – 15%

Commercial (C)

The Commercial land use classification is intended to provide controlled and compatible locations for retail, office and business/commercial activities, to enhance employment opportunities, to encourage the efficient use of land, to enhance property values and City tax base, and to insure high quality design and function of commercial areas. The Commercial classification may typically include retail sales and services, offices and institutional uses.



An estimation of how land may develop in Commercial areas is as follows:

Retail – 65%
Office/employment – 15%
Residential – 5%
Roads & institutional – 15%

REPORT ANALYSIS

The applicant requests approval of the Joyce Jones annexation including Business Park and TH-5 zoning located at approximately 3350 North 1200 West. The resolution of intent was previously approved. During this meeting on January 28, 2020, City Council included in their motion Staff's recommendation to change the proposed Business Park to Commercial zoning. City Staff recommended this change to designate commercial in harmony with the proposed General Plan Land Use update to eliminate the Business Park designation.

The proposed TH-5 designation as a transitional holding designation, works in any land use designation. This zone allows for existing uses to continue and does not require water dedication or connection to City utilities. The proposed Commercial zone does not currently comply with the General Plan Land Use map but upon adoption of the

updated plan, it will.

Water dedication will be required for the portion of the property zoned Commercial. Both Business Park and Commercial have the same water right requirements. They require 1.35 rights per acre of culinary and 1.25 rights per acre of irrigation.

The applicant has expressed interest in placing a stealth communication tower in the area proposed to be zoned Business Park or Commercial. Staff informed the applicant that the approval of the annexation does not guarantee approval of the stealth tower, and it will require a separate site plan application after annexation.

The DRC reviewed the annexation and left 10 general comments related to the annexation plat and future development on the site, as well as the comment to change the zoning to Commercial.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the Joyce Jones Annexation including the TH-5 and Commercial zoning. This recommendation is based on the following findings:

1. The proposed annexation will resolve an existing county island.
2. The proposed zoning will comply with the updated General Plan Land Use Map.
3. The proposed annexation conforms to the goals and policies of the General Plan.
4. The proposed annexation does not affect the health, safety, welfare, and morals of the City.
5. Other findings as determined by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Joyce Jones annexation zoning on February 13, 2020. The minutes and motion from this meeting are as follows:

> There were no questions for Clayton Preece who was there on behalf of the applicant Joyce Jones trust.
>
> Chairman Hemmert opened public hearing for public comment.
>
> James Lewis- wanted a clarification on where the property was.
>
> Chairman Hemmert closed public comment.
>
> Commissioner Everett asked if they had to stick with the business park or commercial. Mr. Struthers said that it would be converted to commercial. He thought that it would be better to be commercial since they knew they were phasing out business park.
>
> **Motion**: Commissioner Peterson moved to recommend approval of Clayton Preece's request for review of C (commercial) and TH-5 (transitional holding) zoning on the Joyce Jones Annexation, approximately 4.846-acres of property located at approximately 3350 North 1200 West including the DRC comments, with the findings stated in the staff report. Commissioner Nielsen seconded the motion.
>
> **Vote**: Commissioner Ellis, Yes; Commissioner Everett, Yes; Commissioner Peterson, Yes; Commissioner Hemmert, Yes; Commissioner Nielsen, Yes; Commissioner Bunker, Yes; and Commissioner Hereth, Yes. The Motion passed with all in favor.

Joyce Ann Jones Annexation
DRC Redline Comments

Clayton Preece - requests review of the Joyce Jones Annexation, 4.846-acres of property located at approximately 3350 North 1200 West with proposed TH-5 zone.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Clayton Preece
Date of Plans Reviewed: **1/6/20**
Time Start: 2:29
Time End: 2:38

DRC REPORT:

1. **Critical Issues:**

2. **Location of existing and proposed City facilities**
    a) Utilities in 1200 West
3. **Zoning required or recommended**
    a) Applicant requests BP zoning, Planning Staff recommends C for consistency with proposed General Plan Land Use changes
4. **Distances to schools/parks/shopping**
    A) School
        a. Fox Hollow Elementary
            i. Next Door
        b. Lehi Junior High
            i. 9 min
        c. Skyridge High School
            i. 4 min
    B) Park
        a. Ivory Ridge Park
            i. 2 min
    C) Shopping
        a. Traverse Mountain
            i. 3 min
5. **Transportation**
    a. 1200 West, Timpanogos Highway

DRC GENERAL COMMENTS:

1. RMP customer purchase and stranded asset purchase required. (Developer is responsible for all related costs.)
2. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
3. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
4. As a condition of recording the annexation and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the Commercial Zone. The amount of culinary water is 1.35 acre feet per acre and irrigation water is 1.25 acre feet per acre.
5. Recommend that the zoning for the small area be Commercial instead of BP. The BP designation is proposed to be changed to Commercial on the current General Plan as part of the update process that is under way.
6. Remove driveway from the annexation plat, show only property boundary.
7. Any parking area or other area that would be associated with the proposed cell tower must e included int the Commercial zoning.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

8. Remove extra signature lines for legislative body. Only the Mayor signs the plat, and it is attested by the City Recorder.
9. The proposed cell tower will require separate review and be subject to all elements of the Lehi City Development Code which would determine whether or not a cell tower would be allowed in that location
10. North bench irrigation ditch goes through the property with an associated easement

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL JANUARY 28th

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: 16-2020

AN ORDINANCE APPROVING THE JOYCE JONES ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the Joyce Jones Annexation, located at approximately 3350 North 1200 West and further identified by Exhibit "A" pursuant to the provisions of Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Council conducted a public hearing on the 31st day of March 2020, after having published notice as also required by Section 10-2-418 of the Utah Code; and

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

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

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

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

Section 3. Pursuant to Utah Code Ann. §10-9-406, the City Council hereby assigns the TH-5 and Commercial zoning districts designation to the territory depicted on the Annexation Plat which is being annexed to Lehi City by this ordinance, and further directs that the Official Zoning District Map of Lehi City be amended to show the area as part of Lehi City with the new zoning district designation.

Section 4. The Mayor is hereby authorized to sign this ordinance. Once all conditions precedent to the Annexation have been complied with, including the water dedication requirement described in Chapter 27 of the Lehi City Development Code, the City Recorder is directed to file the transparent reproducible Annexation Plat, together with a certified copy of this ordinance in the office of the Utah County Recorder

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

Approved and adopted by the Lehi City Council this 31st day of March 2020.

ATTEST

_____	_____
MARK JOHNSON, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Joyce Jones Annexation Legal Description

Boundary Description

COMMENCING AT THE EAST ONE QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SLB&M THENCE 425.41 FEET NORTH 0°09'13" EAST ALONG THE SECTION LINE; THENCE 58.83 FEET NORTH 89°57'55" WEST TO THE WESTERLY RIGHT-OF-WAY LINE OF 1200 WEST STREET AND THE ***POINT OF BEGINNING;*** *THENCE NORTH 89°57'55" WEST 670.77 FEET ALONG THE NORTHERLY LINE OF THE LELEGREN PROPERTY ADDITION TO LEHI CITY; THENCE NORTH 0°09"13" EAST103.53 FEET ALONG THE ALPINE SCHOOL DISTRICT PROPERTY LINE; THENCE NORTH 89°59'02" EAST ALONG THE SOUTHERLY LINE OF THE INNOVATION POINTE ADDITION TO CORPORATE LIMITS OF LEHI CITY; THENCE NORTH 0°09'30"EAST321.04 FEET ALONG THE EASTERLY LINE OF SAID INNOVATION POINTE ADDITION; THENCE SOUTH 89°54'17" EAST 441.13 FEET ALONG THE SOUTHERLY LINE OF THE BULLRIVER LEHI PROPERTY ANNEXATION TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF 1200 WEST STREET; THENCE SOUTH 0°09'30" WEST 424.31 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE* ***POINT OF BEGINNING.***

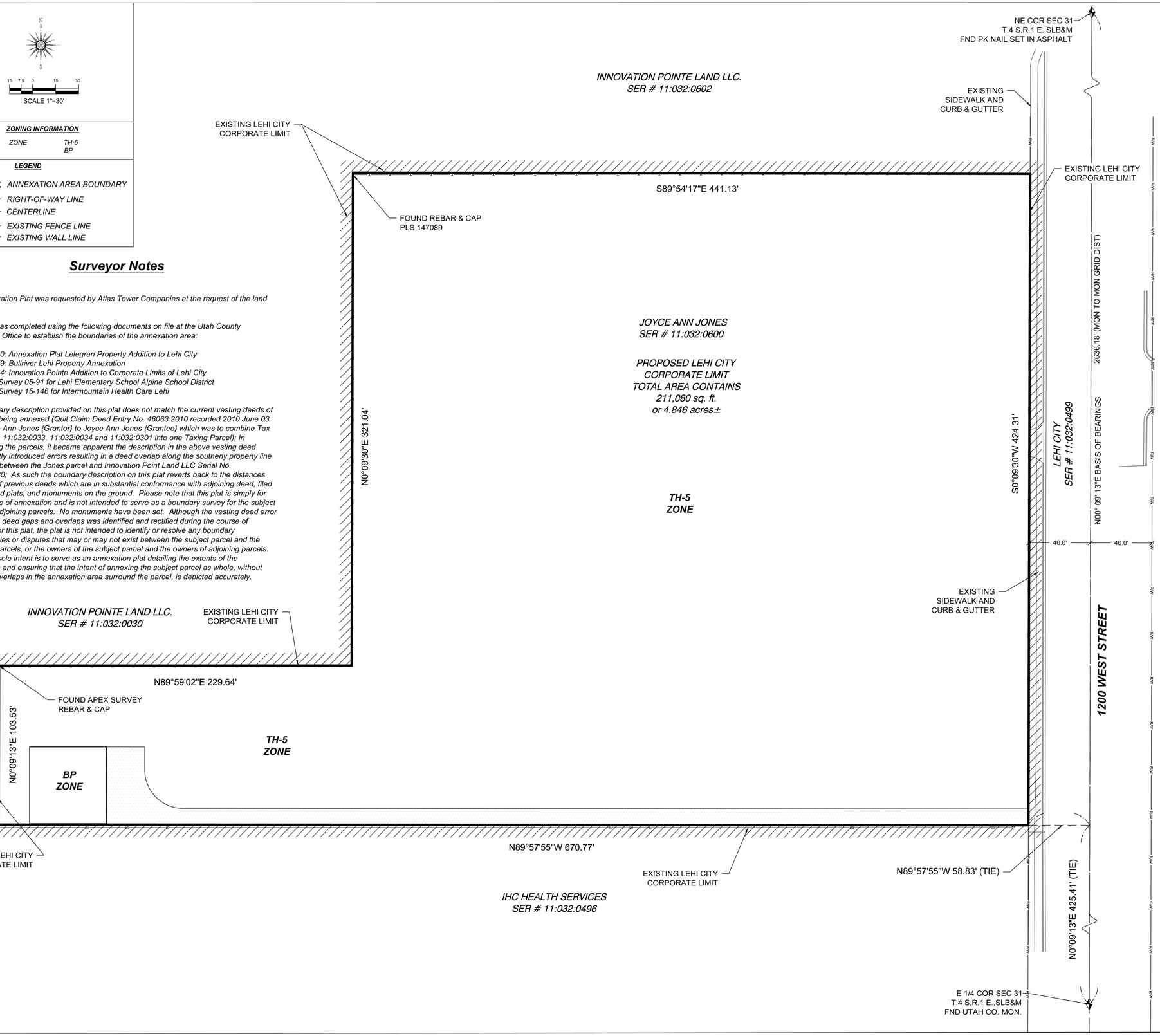
CONTAINS 4.846 ACRES, more or less.

COMMERCIAL ZONE AREA DESCRIPTION

Located in the Northeast Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, Utah County, Utah. The boundaries of said parcel are described as follows:

Commencing at the East Quarter Corner of said Section 31 thence 424.71 feet North 00°09'13"East along the section line; thence 634.47 feet North 89°50'47" West to the POINT OF BEGINNING; North 89°57'55" West 75.00 feet; thence North 00°02'05" East 50.00 feet; thence South 89°57'55" East 75.00 feet; thence South 00°02'05" West 50.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 3,750 square feet or 0.086 acres.



Surveyor Notes

This Annexation Plat was requested by Atlas Tower Companies at the request of the land owner.

This Plat was completed using the following documents on file at the Utah County Recorder's Office to establish the boundaries of the annexation area:

Entry 14990: Annexation Plat Lelegren Property Addition to Lehi City
Entry 11079: Bullriver Lehi Property Annexation
Entry 16344: Innovation Pointe Addition to Corporate Limits of Lehi City
Record of Survey 05-91 for Lehi Elementary School Alpine School District
Record of Survey 15-146 for Intermountain Health Care Lehi

The boundary description provided on this plat does not match the current vesting deeds of the parcel being annexed (Quit Claim Deed Entry No. 46063:2010 recorded 2010 June 03 from Joyce Ann Jones {Grantor} to Joyce Ann Jones {Grantee} which was to combine Tax Serial Nos. 11:032:0033, 11:032:0034 and 11:032:0301 into one Taxing Parcel); In researching the parcels, it became apparent the description in the above vesting deed inadvertently introduced errors resulting in a deed overlap along the southerly property line and a gap between the Jones parcel and Innovation Point Land LLC Serial No. 11:032:0030; As such the boundary description on this plat reverts back to the distances and calls of previous deeds which are in substantial conformance with adjoining deed, filed surveys and plats, and monuments on the ground. Please note that this plat is simply for the purpose of annexation and is not intended to serve as a boundary survey for the subject parcel or adjoining parcels. No monuments have been set. Although the vesting deed error resulting in deed gaps and overlaps was identified and rectified during the course of research for this plat, the plat is not intended to identify or resolve any boundary discrepancies or disputes that may or may not exist between the subject parcel and the adjoining parcels, or the owners of the subject parcel and the owners of adjoining parcels. The plat's sole intent is to serve as an annexation plat detailing the extents of the annexation and ensuring that the intent of annexing the subject parcel as whole, without gaps our overlaps in the annexation area surround the parcel, is depicted accurately.

Surveyor's Certificate

I, James C. Couts, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 7084124 as prescribed under the Laws of the State of Utah. I further certify that this plat of addition to the corporate limits of Lehi City, Utah County, Utah is a true and correct representation of data compiled from a survey supervised by me and from records on file at the office of the Utah County Recorder.

Dated this _____ *Day of* _____ *20*_____

PROFESSIONAL LAND SURVEYOR
No. 7084124
JAMES J. COUTS
STATE OF UTAH

James C. Couts
Utah PLS No. 7084124

Boundary Description

COMMENCING AT THE EAST ONE QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SLB&M THENCE 425.41 FEET NORTH 0°09'13" EAST ALONG THE SECTION LINE; THENCE 58.83 FEET NORTH 89°57'55" WEST TO THE WESTERLY RIGHT-OF-WAY LINE OF 1200 WEST STREET AND THE ***POINT OF BEGINNING;*** *THENCE NORTH 89°57'55" WEST 670.77 FEET ALONG THE NORTHERLY LINE OF THE LELEGREN PROPERTY ADDITION TO LEHI CITY; THENCE NORTH 0°09"13" EAST103.53 FEET ALONG THE ALPINE SCHOOL DISTRICT PROPERTY LINE; THENCE NORTH 89°59'02" EAST ALONG THE SOUTHERLY LINE OF THE INNOVATION POINTE ADDITION TO CORPORATE LIMITS OF LEHI CITY; THENCE NORTH 0°09'30"EAST321.04 FEET ALONG THE EASTERLY LINE OF SAID INNOVATION POINTE ADDITION; THENCE SOUTH 89°54'17" EAST 441.13 FEET ALONG THE SOUTHERLY LINE OF THE BULLRIVER LEHI PROPERTY ANNEXATION TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF 1200 WEST STREET; THENCE SOUTH 0°09'30" WEST 424.31 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE* ***POINT OF BEGINNING.***

CONTAINS 4.846 ACRES, more or less.

Acceptance by Legislative Body

This is to certify that we the undersigned Lehi City Council have adopted a resolution of its intent to annex the tract of land shown herein and have subsequently adopted an ordinance annexing said tract into Lehi City, Utah and that a copy of the ordinance has been prepared for filing herewith all in accordance with Utah Code Section 10-2-418 as revised and that we have examined and do hereby approve and accept the annexation of the tract as shown as a part of said City and that said tract of land is to be known hereafter as the Joyce Ann Jones Addition to Lehi City Annexation.

Dated this _____ *Day of* _____ *20*_____

_____ _____
_____ _____
_____ _____
_____ _____
Mayor

County Surveyor

This plat has been reviewed by the the County Surveyor and is hereby certified as a final local entity plat, pursuant to Utah County Ann. 17-23-20 as amended.

_____ _____
Utah County Surveyor *Date*

Joyce Jones Annexation

A part of the Northeast Quarter of Section 31, Township 4 South, Range 1 East, SLB&M, US Survey
Utah County, Utah

Recorded

State of Utah, County of Utah, Recorded and Filed at the Request of

Date _____ *Time* _____ *Book* _____ *Page* _____

Fee $ _____ *Utah County Recorder* _____

LEHI CITY **RESOLUTION NO. 2020-16**

A RESOLUTION APPROVING THE JOYCE JONES ANNEXATION AGREEMENT.

WHEREAS, Joyce Jones desires to annex certain property into the City of Lehi; and

WHEREAS, Lehi City is willing to annex the said property according to the terms of the Annexation Agreement; and

WHEREAS, on March 12, 2020, the Municipal Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the record.

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the Joyce Jones Annexation Agreement is approved and the Mayor is authorized to sign the agreement.

Approved and Adopted by the City Council of Lehi City this 17th day of March, 2020.

Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

JOYCE JONES
ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

4. The property will be zoned **Commercial (C)** and **Transitional Holding (TH-5)** as shown on the annexation plat map**.**

5. No water dedication will be required for the area zoned TH-5, however no City water services can be used on the TH-5 property.

6. There will be a water right dedication required as a condition of recording the annexation plat for the Commercial zoning designation area. The amount of water to be dedicated has been calculated according to Section 27.070 of the Lehi City Development Code, and determined to be 1.35 acre feet per acre of culinary water and 1.25 acre feet per acre of irrigation water. The annexation plat shall be recorded prior to any application for development being considered other than a concept plan application.

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

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

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

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

"This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities and any other aspect

associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

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

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

_____ _____
MARK JOHNSON, Mayor Date

ATTEST:_____
MARILYN BANASKY, City Recorder
Lehi City, Utah

_____ _____ _____ _____
Property Owner Date Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

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

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

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

EXHIBIT "A"

Boundary Description

COMMENCING AT THE EAST ONE QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SLB&M THENCE 425.41 FEET NORTH 0°09'13" EAST ALONG THE SECTION LINE; THENCE 58.83 FEET NORTH 89°57'55" WEST TO THE WESTERLY RIGHT-OF-WAY LINE OF 1200 WEST STREET AND THE ***POINT OF BEGINNING;*** *THENCE NORTH 89°57'55" WEST 670.77 FEET ALONG THE NORTHERLY LINE OF THE LELEGREN PROPERTY ADDITION TO LEHI CITY; THENCE NORTH 0°09"13" EAST103.53 FEET ALONG THE ALPINE SCHOOL DISTRICT PROPERTY LINE; THENCE NORTH 89°59'02" EAST ALONG THE SOUTHERLY LINE OF THE INNOVATION POINTE ADDITION TO CORPORATE LIMITS OF LEHI CITY; THENCE NORTH 0°09'30"EAST321.04 FEET ALONG THE EASTERLY LINE OF SAID INNOVATION POINTE ADDITION; THENCE SOUTH 89°54'17" EAST 441.13 FEET ALONG THE SOUTHERLY LINE OF THE BULLRIVER LEHI PROPERTY ANNEXATION TO THE SAID WESTERLY RIGHT-OF-WAY LINE OF 1200 WEST STREET; THENCE SOUTH 0°09'30" WEST 424.31 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE* ***POINT OF BEGINNING.***

CONTAINS 4.846 ACRES, more or less.

ANNEXATION STATEMENT

JOYCE JONES ANNEXATION
10887 North 8800 West, Lehi, Utah

Adam S. Long
along@shutah.law
Clayton H. Preece
cpreece@shutah.law
SMITH HARTVIGSEN, PLLC
257 East 200 South, Suite 500
Salt Lake City, Utah 84111
(801) 413-1600

CONTENTS

Introduction 1
Topography, Vegetation and Natural Features 1
Existing Land Uses and Requested Land Uses 5
Current and Potential Population and Residential Density 6
Proposed Annexation Complies with Lehi City's Land Use Goals and Policies Outlined in the General Plan 6
Current and Potential Demands for City provided Facilities and Services to the Area Proposed for Annexation 7
No Water Rights need to be Dedicated for the Proposed Annexation 7
Conclusion 7

Introduction

The Joyce Ann Jones Trust (the "**Applicant**") requests the annexation by resolution of a single parcel located at 10887 North 8800 West, Lehi, Utah more particularly described as Utah County Property Serial No. 11:032:0600 (the "**Property**"). The Property is approximately 4.846 acres and has historically been used for residential and agricultural uses.

Topography, Vegetation and Natural Features

As shown in the imagery below, the Property slopes to the south west with an average slope of approximately 6% and a change in elevation of approximately 40 feet from the southwest corner of the Property to the northeast corner of the Property approximately 800 feet away. The Property is largely pasture land with natural grasses and trees surrounding the residential structure on the Property. Additionally, the Bull River Ditch meanders through the northwest corner of the Property.

Figure 1 – Elevation Data.

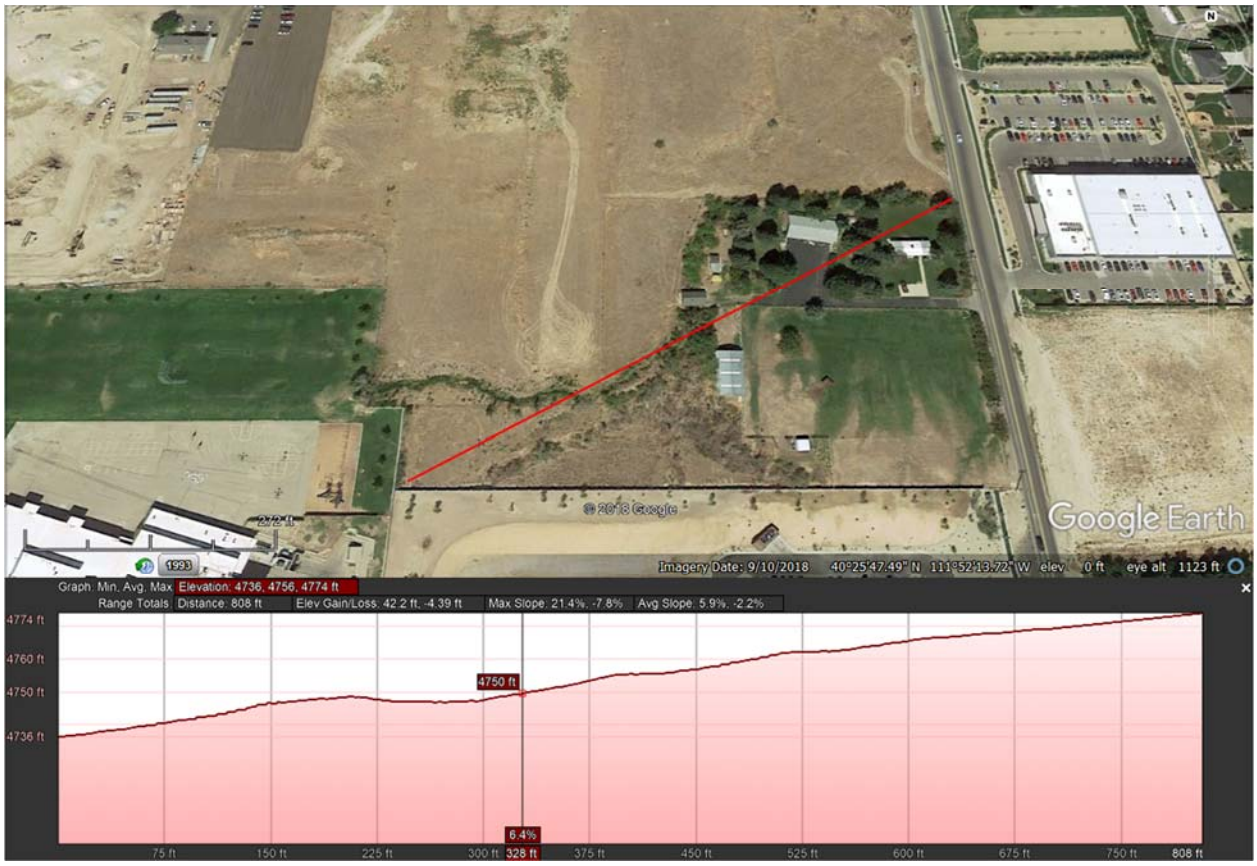


Figure 2 – Topographic Map

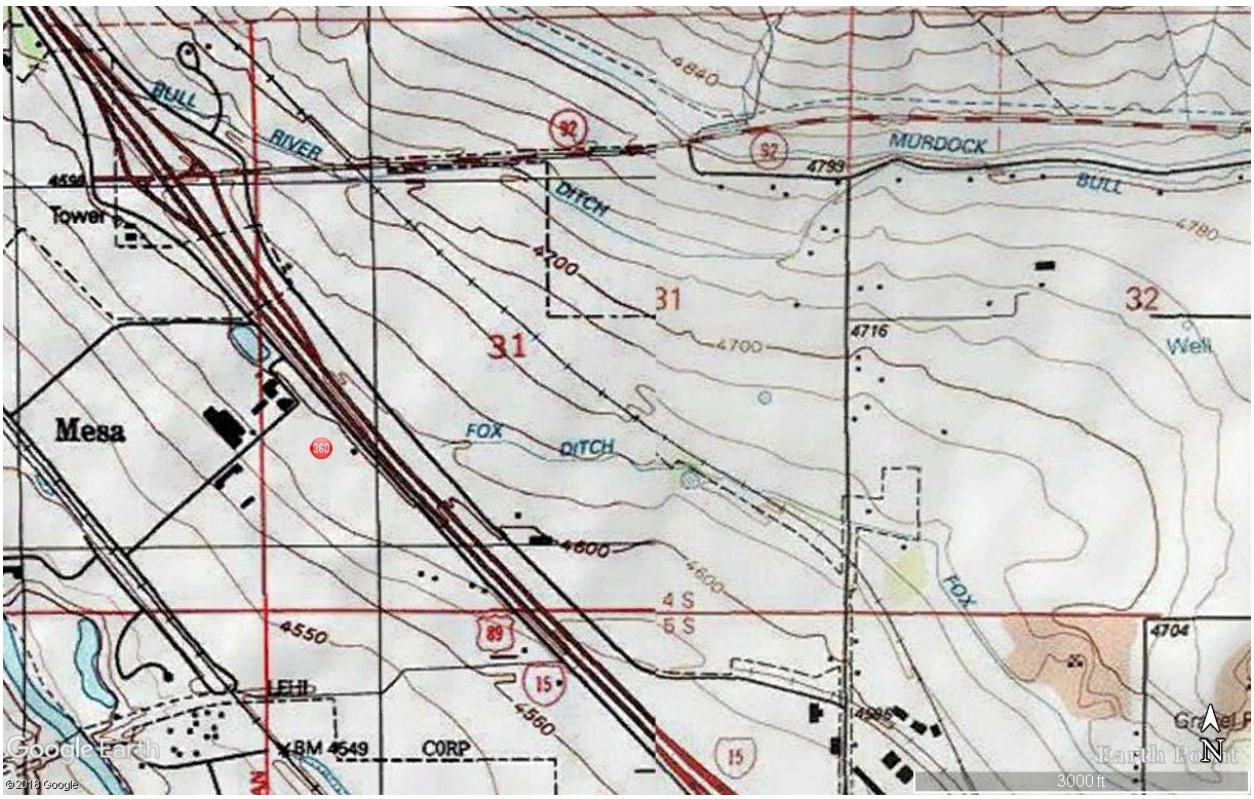


Figure 3 – Water Features and Topography

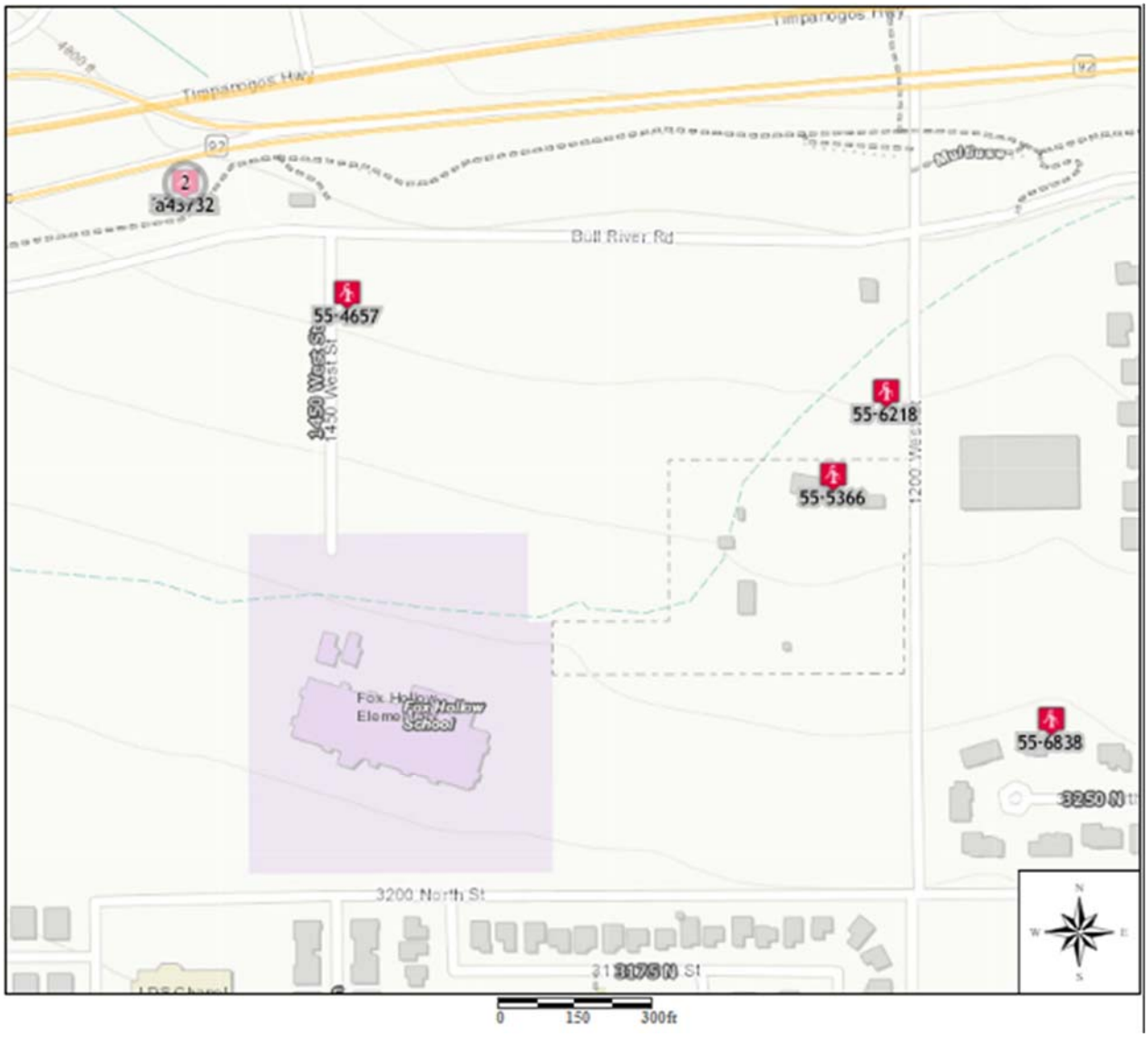
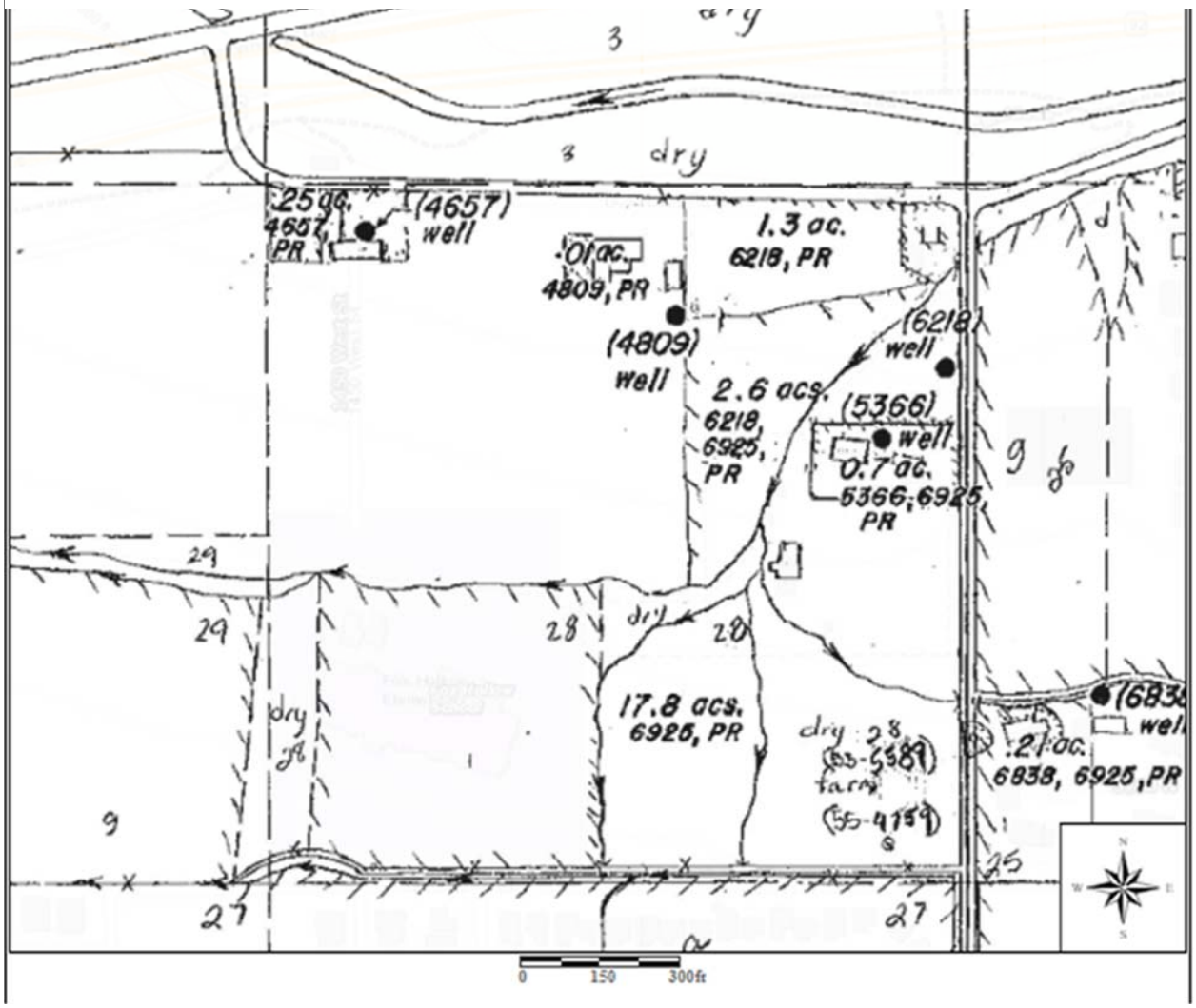


Figure 4 – Hydrographic Survey



Existing Land Uses and Requested Land Uses

Currently, the Property is used for a single-family residence and for agricultural uses, including pasture for cattle. Applicant requests that the majority of the Property be zoned Transitional Holding-5 ("**TH-5 Zone**") with a small portion being zoned as Business Park ("**BP Zone**").

The TH-5 Zone is intended to allow for a continuation of existing uses upon annexation. *See* Lehi City Municipal Code Section 05.020.A. The Applicant requests that majority of the Property, approximately 4.789 acres, be zoned TH-5 so that they can continue the single family residential and agricultural uses on the Property. Single-family residences and agricultural uses are permitted uses in the TH-5 Zone. *See* Lehi City Table 05-030-A.

The Applicant requests that a small portion approximately 50 feet by 50 feet (.057 acre) of the Property in the southwest corner be placed in the BP Zone. Applicant has entered into a lease with Atlas Tower 1, LLC ("**Atlas Tower**") for the placement of a communication tower on the Property. Communications towers and facilities are allowed in the BP Zone as a conditional use. *See* Lehi City Table 05-030-B. Atlas Tower proposes building a communication tower which blends into the existing agricultural uses on the Property and looks like a farm silo, as shown in the photograph below.



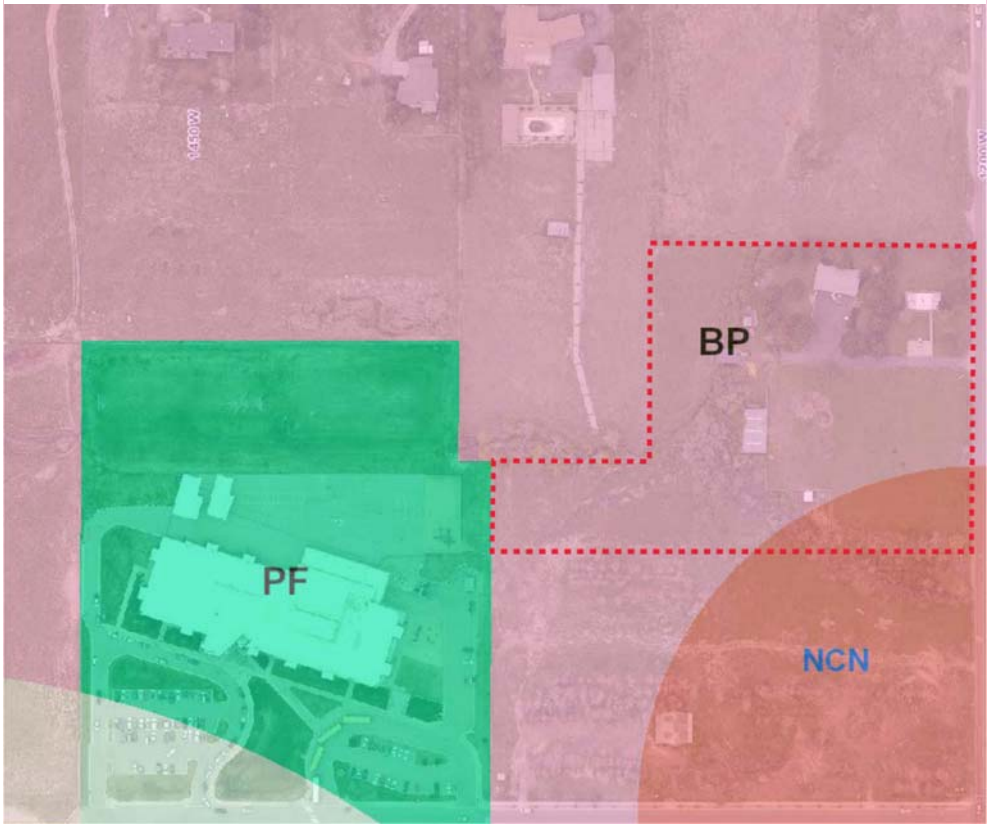
Current and Potential Population and Residential Density

The current population and residential density is one single family dwelling located on 4.846 acres. The annexation and requested zoning will not significantly impact or alter the population or residential density.

Proposed Annexation Complies with Lehi City's Land Use Goals and Policies Outlined in the General Plan

Lehi City's General Plan contemplates that the majority of the Property will eventually become part of the BP Zone and the southeast portion of the Property will become part of the Neighborhood Commercial Zone. The annexation of the Property into Lehi is a step towards Lehi City's ultimate plan and land use goals for the Property and surrounding area.

Figure 5 – Lehi General Plan Zoning Map



Current and Potential Demands for City provided Facilities and Services to the Area Proposed for Annexation

Currently, the Property has services sufficient for a single-family dwelling and existing agricultural uses. The demands for facilities and services from Lehi City will not be significantly impacted by the proposed annexation.

No Water Rights need to be Dedicated for the Proposed Annexation

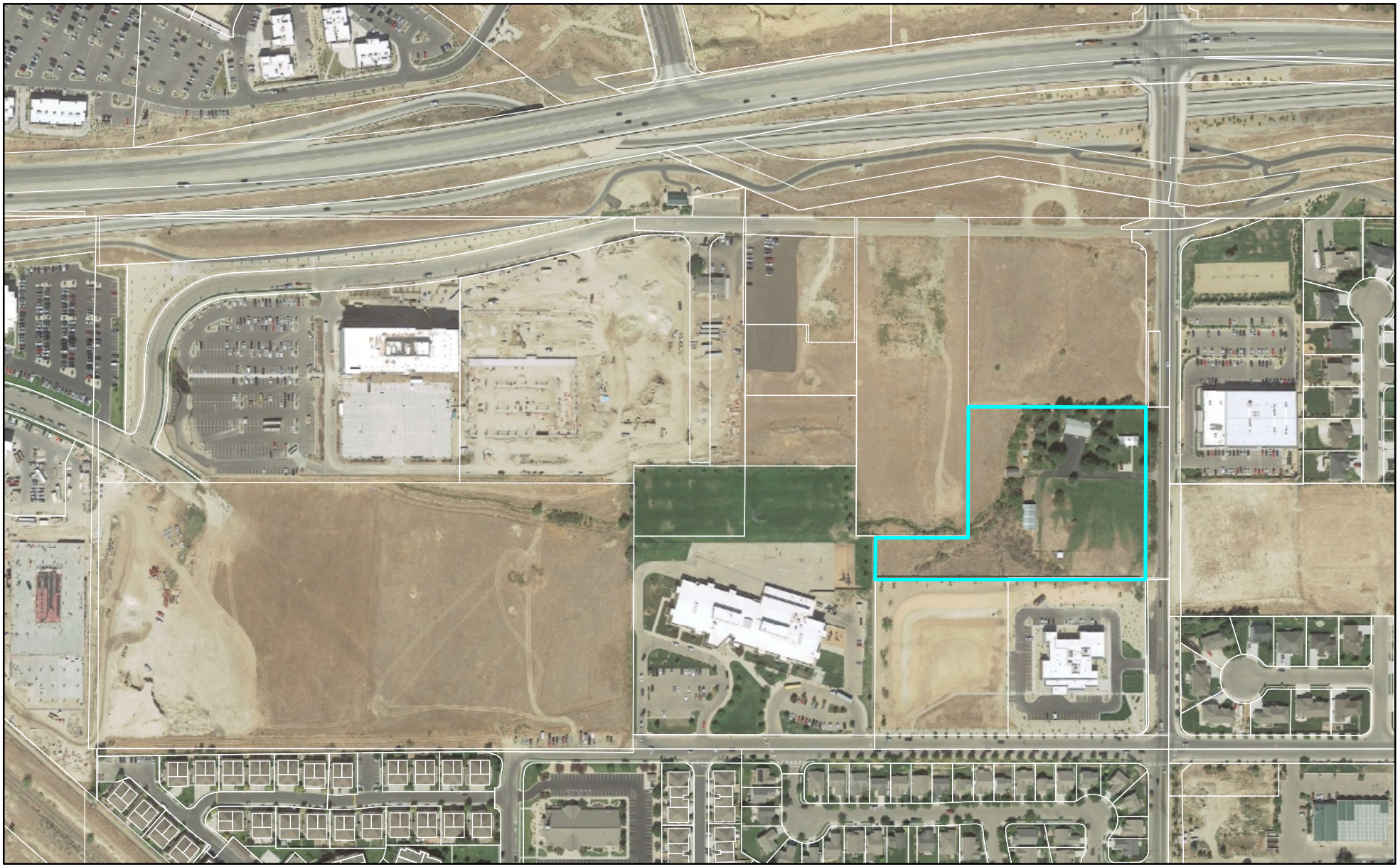
The Property currently has sufficient water services for the continuation of the existing uses upon annexation. The only new use proposed is a communications tower which does not increase the need for water services to the Property.

Conclusion

The continuation of uses and zoning requested by the Applicant promotes the goals and land use plans of Lehi City for the Property. As the proposed annexation meets the requirements for annexation into Lehi City, the Applicant respectfully request Lehi City adopt a resolution annexing the Property. Applicant is happy to provide additional information upon request.

Joyce Jones Annexation

Aerial

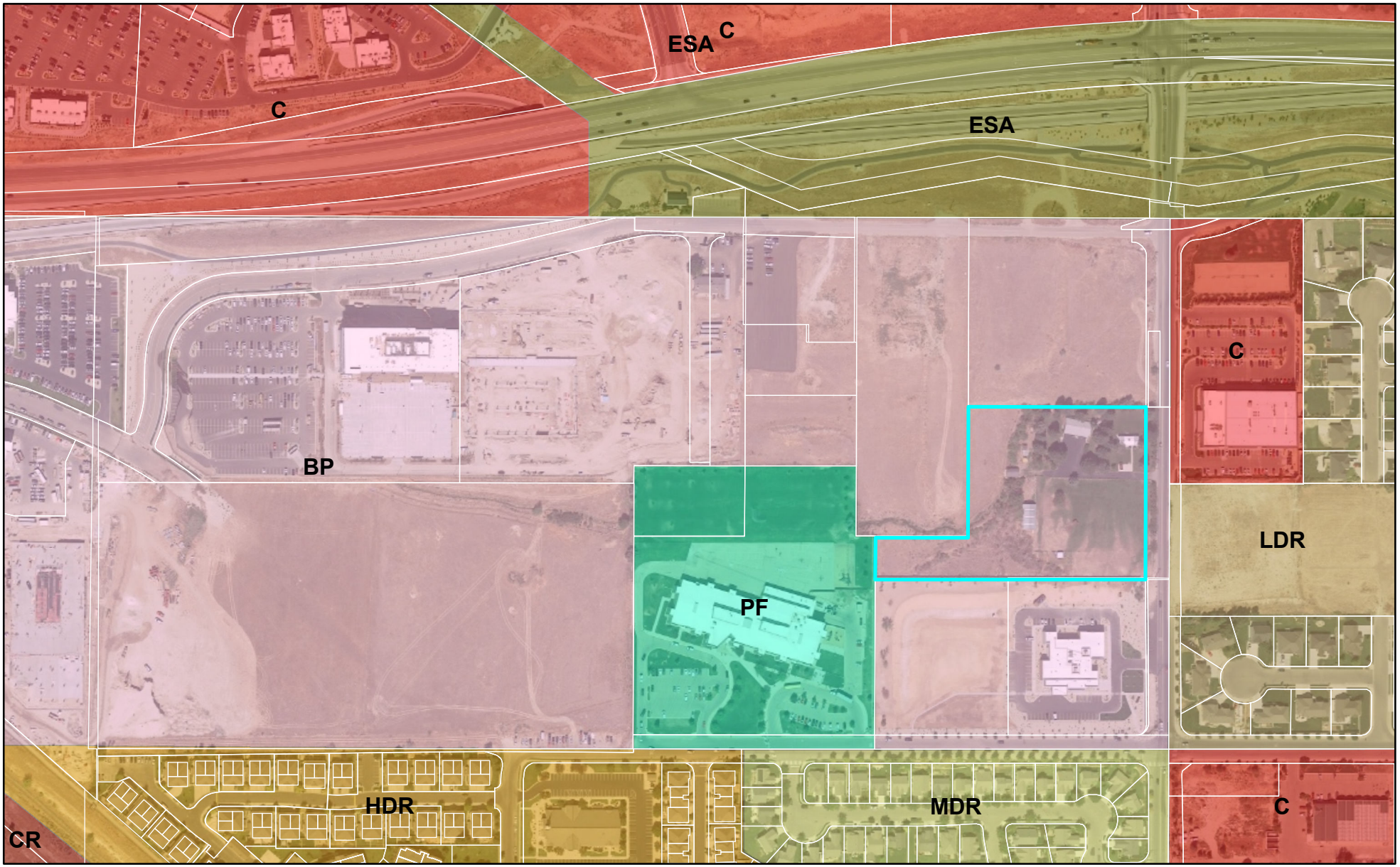


0 410 820 Feet

LEHI CITY

Joyce Jones Annexation

General Plan

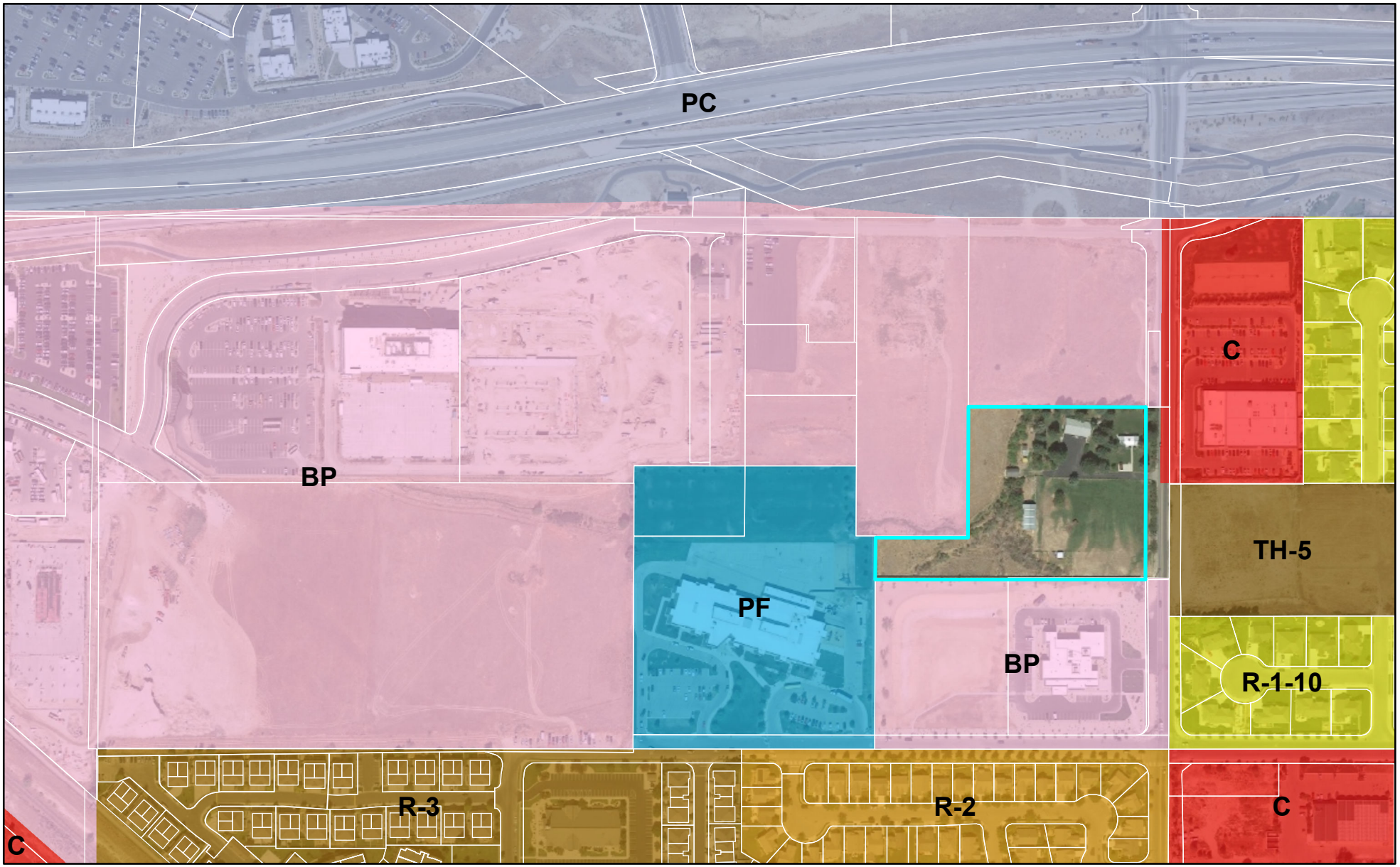


0 410 820 Feet

LEHI CITY

Joyce Jones Annexation

Zoning



0 410 820 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Preliminary subdivision approval of Hunting Farms, an 8-lot residential development located at 143 South 1100 West.
Petitioner: Adam Albrecht

Suggested Action:

Attachments:
CCR Hunting Farms Preliminary Subdivision 03.31.20.docx

Hunting Farms Preliminary Subdivision DRC 01.29.20.docx

Hunting Farms Preliminary narrative.pdf

Hunting Farms Preliminary Subdivision 01.29.20 drc response, plans, wetland maps.pdf

aerial.pdf

General Plan.pdf

zoning.pdf

HUNTING FARMS PRELIMINARY SUBDIVISION
CITY COUNCIL REPORT

Applicant	Adam Albrecht		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Location	143 South 1100 West		
Existing General Plan Designation	LDR (Low Density Residential)		
Existing Zoning	R-1-Flex		
Existing Land Use	Single family residential		
Number of Lots/Units	8 lots		
Adjacent Zoning and Land Use	*North*	RA-1	Single family residential/agriculture
	South	R-1-8	Single family residential
	East	A-1	Single family residential/agriculture
	West	TH-5	Single family residential
Date of DRC Review	January 29, 2020		
Date of Planning Commission Review	February 13, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

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

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

Section 37.030. Connectivity Standards

A. Residential Connectivity Standards. All new residential subdivisions with ten or more units or more than one acre shall meet the following connectivity index, block length, and cul-de-sac length standards for private and public roads.

1. Required Connectivity Index. The minimum required connectivity index shall be required based on the project density as identified in the following table of minimum connectivity index scores:

Density	Index Score
0-2.5 DU/AC	1.5
2.6-4 DU/AC	1.6
4.1+ DU/AC	1.75

a. Reduction in Required Connectivity Index. The required connectivity index may be reduced if the applicant provides clear and convincing evidence that it is impracticable to achieve due to:

i. road grades that exceed ten percent
ii. Jordan River;
iii. Utah Lake;
iv. delineated wetlands;
v. other significant natural or historic features;
vi. existing adjacent development;
vii. rail corridors; or
viii. limited access roadways.

b. Reductions in the required connectivity index will be reviewed on a case-by-case basis and shall require positive recommendations from the reviewing departments and Planning Commission and approval by the City Council.

c. The total allowed reduction to the required connectivity index shall be based on an analysis of existing conditions that prevent connections. As part of the analysis, City staff shall ensure the internal connectivity of the subdivision meets the required connectivity index and that connectivity is provided to adjacent properties where possible.

PROPERTY HISTORY

April 20, 1981	This property was annexed as part of the Hunting Addition.
September 24, 2019	The City Council approved a zone change of this property to R-1-Flex.
December 10, 2019	The City Council approved the Hunting Farms concept plan for this property.

REPORT ANALYSIS

The applicant requests preliminary subdivision approval of Hunting Farms, an 8-lot residential development located at 143 South 1100 West in an approved R-1-Flex zone. This report will discuss the proposed layout, connectivity standards, and the DRC comments.

Proposed Layout

The residential subdivision will consist of eight lots on approximately 2.55 acres. The eight proposed lots range in size from 9,544 to 11,702 square feet which meets the minimum lot size requirement for the R-1-Flex zone. All the lots range in size from 9,544 to 11,702 square feet . The proposed preliminary subdivision shows all lots meeting the street frontage requirement of 80 feet. The residential subdivision will have an overall density of approximately 3.13 units per acre. The proposed density for the project is consistent with the current R-1-Flex zone which allows a maximum density of 3.25 units per acre for a property less than 10 acres.

Connectivity Standards

The proposed project, because it is more than one acre, must meet the minimum connectivity index of 1.6. However, this requirement is not applicable for this project because there are no available roadway connections currently. The project includes a road stub to the east with an emergency temporary turnaround for a future connection. The block length is shown at approximately 659 feet which does not exceed the maximum block length of 800 feet which is allowed for this project. A future connection could be provided to the north with future development and would allow the area to meet the connectivity standards.

DRC Comments

The DRC had ten comments on the proposed preliminary subdivision, including the following:

1. Recommend a better sidewalk transition that is more rounded rather than the abrupt diagonal.
2. Power requires a 10’ PUE along all lot frontages. Provide, show, label 10’ PUE & RCE along 1100 West.

Please consider all DRC comments in the motion

PLANNING DIVISION RECOMMENDATION

Planning staff recommends **APPROVAL** to the City Council for the Hunting Farms preliminary subdivision, including the DRC comments from January 29, 2020. This recommendation is based on the following findings:

1. The proposed lot sizes and density are consistent with the R-1-Flex zoning.
2. The proposed concept conforms to the goals and policies of the General Plan.
3. The proposed subdivision is not detrimental to the public health, safety, and welfare of Lehi City.
4. The proposed subdivision meets the requirements of the Lehi City Development Code in regard to subdivision approvals.
5. Other findings based upon information presented at the public meeting.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on February 13, 2020. The minutes and motion from this meeting are as follows:

3.8 Public hearing and recommendation of Adam Albrecht's request for preliminary subdivision review of Hunting Farms, an 8-lot residential development located at 143 South 1100 West.

The applicant Adam Albrecht was there, but no questions were asked.

Chairman Hemmert opened public hearing for public comment.

Chairman Hemmert closed public comment.

Motion: Commissioner Everett moved to recommend approval of Adam Albrecht's request for preliminary subdivision review of Hunting Farms; an 8-lot residential development located at 143 South 1100 West including the DRC comments, with the findings stated in the staff report. Commissioner Peterson seconded the motion.

Vote: Commissioner Ellis, Yes; Commissioner Everett, Yes; Commissioner Peterson, Yes; Commissioner Hemmert, Yes; Commissioner Nielsen, Yes; Commissioner Bunker, Yes; and Commissioner Hereth, Yes. The Motion passed with all in favor.

Hunting Farms Preliminary Subdivision
DRC Redline Comments

*Adam Albrecht- requests preliminary subdivision review of **Hunting Farms**, an 8-lot residential development located at 143 South 1100 West.*

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Adam Albrecht
Date of Plans Reviewed: 01/23/20
Time Start: 11:05 am
Time End: 11:15 am

DRC REDLINE COMMENTS:

Glade – Power:
1. Power requires a 10' PUE along all lot frontages. Provide, show, label 10' PUE & RCE along 1100 West.
2. Drainage easement must not encroach the dry utility space (10' PUE & RCE).

Kerry – Fire: No comments

Greg – Water/Sewer:
3. Lehi City design standards do not allow dual pipe connections to SD curb inlets, storm drain main line must be piped to 4' manholes with curb inlet laterals connecting to the manholes, No clean out boxes
4. Fire hydrant and blow off must be located on the north side of the road just East of the pavement with traffic protection
5. Lehi City standards require 2' of cover over top of ADS pipe, less than 2' of cover will require RCP

Kim – Planning:
6. Recommend a better sidewalk transition that is more rounded rather than the abrupt diagonal.

Gary – Building/Inspections: No comments

JD – Streets:
7. Change note 13 to 6" concrete throughout the whole project

Ross – Engineering:
8. On the plat change the PUE label to say "Public Utility and Roadway Construction Easement"
9. Remove drainage easement from plat
10. Sheet PP-2, place inlet box at low point

Trent – Parks: No comments

General Comments
1) General: RMP purchase/asset transfer required. ($ 7,000.00 Approximate).
2) SD at this depth will conflict with water mains at crossing
3) Clean up the keynotes that are not being used for this project.
4) Provide Engineer's stamp location and other stamps.

PRIOR TO PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements.
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Required water dedication must be completed.
5. Reimbursement Agreement for any reimbursable improvement items must be in place.
6. Include surveyor's and engineer's stamps and signatures on the construction drawings.
7. Show lot addresses on the final plat (must coordinate with Planning Division).
8. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
9. Irrigation Company signature on the construction drawings for the irrigation piping.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

10. Provide a recordable easement document for all necessary off-site easements (temp. turnarounds, utilities, power, etc).
11. Submit a copy of all required licenses (railroad, UDOT, UTA, aqueduct, canal, etc).
12. Provide a signed development agreement (prepared by Lehi City Planning Department).
13. Provide a Rocky Mountain Power agreement and cost estimate for the relocation of the RMP power poles which shall be included in the bond. The developer is responsible to pay all costs for relocation at the time the bond is posted.
14. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
15. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
16. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division for review and approval (signed by Mayor). Final Agreement to be recorded by developer.
17. Address any comments or conditions from City Council approval.
18. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
19. Planner needs to sign off on building plans prior to the precon meeting

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. Provide a recorded copy of required boundary line agreement(s).
7. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
8. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

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

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 13, 2020.

Dear Lehi City,

Thank you for taking the time to review our preliminary plat application for Hunting Farms located at:
143 S. 1100 W.

Directly adjacent to our property (to the south) is the Saddlebrook subdivision. The lots we are proposing will be the same width as Saddlebrook but slightly deeper, continuing the precedent that has been set for this quickly-developing part of Lehi. Our immediate neighbor to the north is working with us to develop their property to essentially become an additional phase to ours.

We feel that the development of this parcel will add value to the immediate area by removing what has become a dilapidated farm and pasture, replacing it with new, landscaped homes and refurbishing the existing home that has also been neglected. It also complies with the long-term general plan already in place for the city's growth.

Our intention is to sell this project to a builder who will then work with the city to establish architectural and development guidelines for the community. We appreciate the assistance and input we have received from staff and elected officials and look forward to seeing this completed.

Wes Yeomans & Adam Albrecht

HUNTING FARMS SUBDIVISION
PRELIMINARY PLAT

A PLANNED RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

NORTHWEST QUARTER CORNER OF SECTION 17
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP)

TABULATIONS

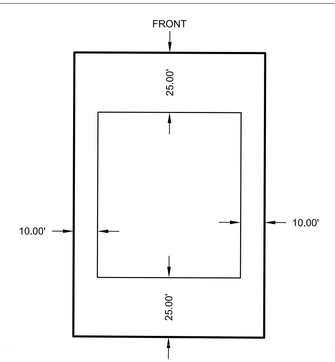
TOTAL AREA	2.504 AC
NUMBER OF LOTS	8
ZONE	LDR
DENSITY	3.2 U/AC
OPEN SPACE	0
AREA IN ROADS	.70 AC
LANE FEET OF ROAD	667 FEET

NOTES:

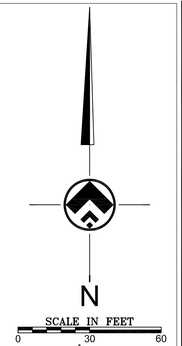
1. ALL EXTERIOR BOUNDARY ANGLE POINTS OF THE SUBDIVISION AND LOT CORNERS SHALL BE MARKED IN ACCORDANCE WITH THE LEHI CITY DESIGN STANDARDS AND IMPROVEMENTS SPECIFICATIONS INCLUDING BRASS PINS IN THE BACK OF CURB FOR ALL FRONT PROPERTY LINES

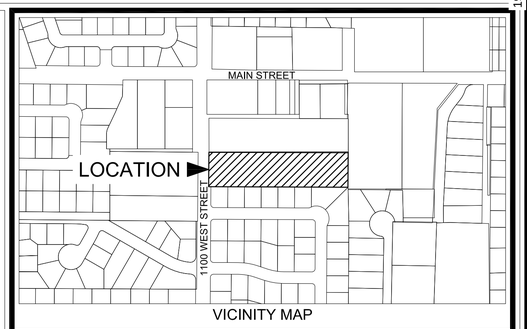
2. THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, PESTS, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHALL ALSO RECOGNIZE THE RISKS INHERENT WITH LIVE-STOCK.

3. THE FOLLOWING ITEMS WILL BE REVIEWED PRIOR TO FINAL PLAT APPROVAL
   - 3.1. PLAN AND PROFILES/CONSTRUCTION DRAWINGS OF PUBLIC IMPROVEMENTS
   - 3.2. ALL PIPE TYPES, SPECIFIC LOCATIONS AND DETAILS
   - 3.3. VALVES
   - 3.4. BLOWOFFS INCLUDING SIZE TYPE AND PROTECTION
   - 3.5. MANHOLES, BOXES AND RELATED DETAILS
   - 3.6. WATER AND SEWER SERVICE DETAILS
   - 3.7. FIRE HYDRANTS
   - 3.8. LOT LINE UTILITY EASEMENTS
   - 3.9. STREET LIGHTS/ STREET SIGNS/ TRAFFIC SIGNS
   - 3.10. POWER LINE EXTENSIONS AND DOE TRANSFORMER LOCATIONS
   - 3.11. LOT ADDRESSES
   - 3.12. DBR VALUES AND ROAD SUB-BASE
   - 3.13. SUBDIVISION MONUMENTATION AND LOT CORNER MARKERS



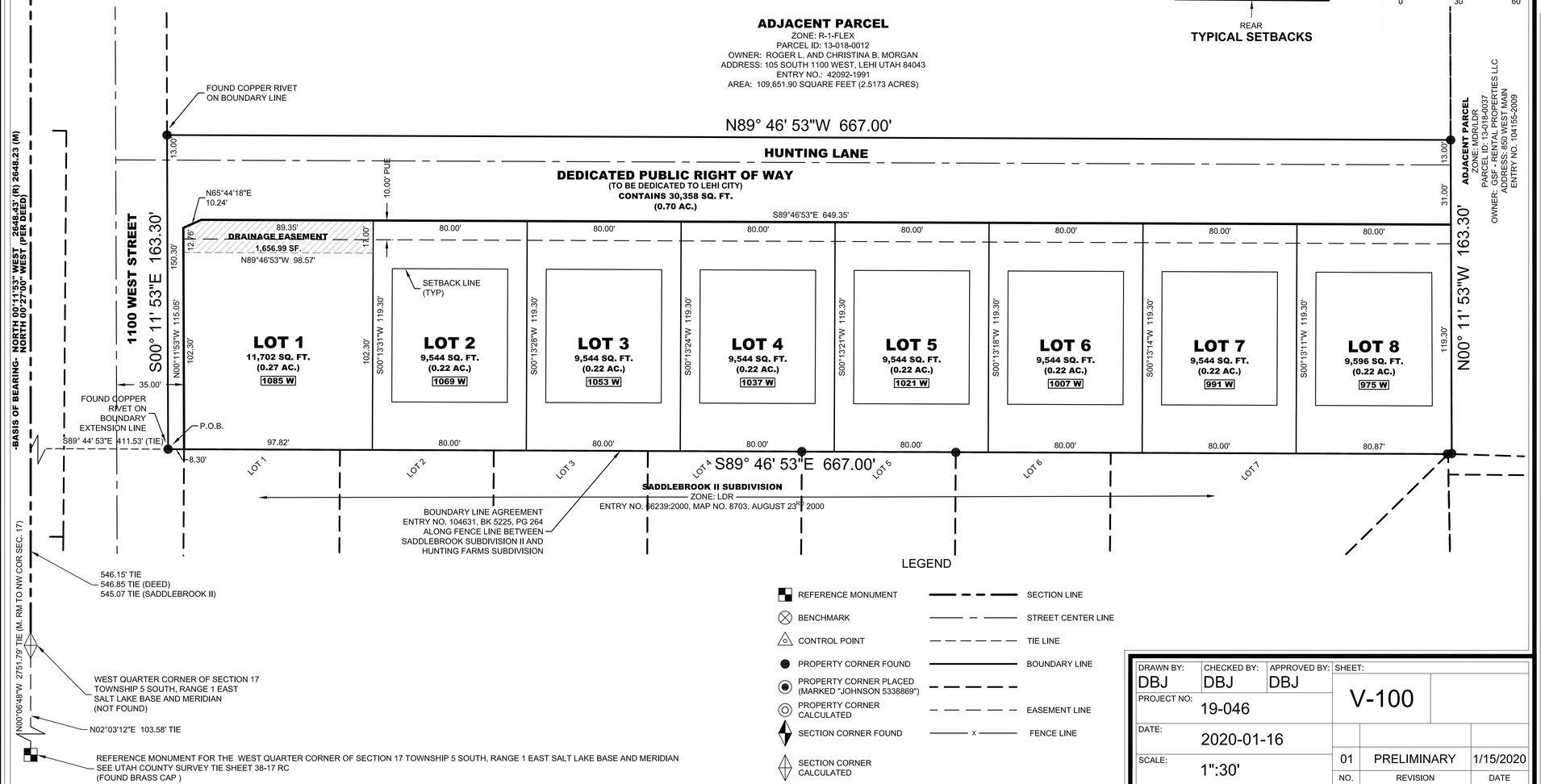
TYPICAL SETBACKS





VICINITY MAP

ADJACENT PARCEL
ZONE: R-1-FLEX
PARCEL ID: 13-018-0012
OWNER: ROGER L. AND CHRISTINA B. MORGAN
ADDRESS: 105 SOUTH 1100 WEST, LEHI UTAH 84043
ENTRY NO.: 42092-1991
AREA: 109,651.90 SQUARE FEET (2.5173 ACRES)



LEGEND

- REFERENCE MONUMENT
- BENCHMARK
- CONTROL POINT
- PROPERTY CORNER FOUND
- PROPERTY CORNER PLACED (MARKED "JOHNSON 5338869")
- PROPERTY CORNER CALCULATED
- SECTION CORNER FOUND
- SECTION CORNER CALCULATED
- SECTION LINE
- STREET CENTER LINE
- TIE LINE
- BOUNDARY LINE
- EASEMENT LINE
- FENCE LINE

GENERAL NOTES

SURVEYOR'S CERTIFICATE

I, DAVID B. JOHNSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND DO HOLD CERTIFICATE NO. 5338869 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 EASEMENTS AS SHOWN ON THIS PLAT, HEREAFTER TO BE KNOWN AS HUNTING FARMS SUBDIVISION. I FURTHER CERTIFY THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AND MEETS FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°11'53" WEST A DISTANCE OF 546.15 FEET ALONG THE SECTION LINE; THENCE SOUTH 89°44'53" EAST A DISTANCE OF 411.53 FEET EAST FROM THE WEST QUARTER CORNER OF SAID SECTION;

THENCE NORTH 00°11'53" WEST A DISTANCE OF 163.30 FEET; THENCE SOUTH 89°46'53" EAST A DISTANCE OF 667.00 FEET ; THENCE SOUTH 00°11'53" EAST A DISTANCE OF 163.30 FEET TO A POINT ON A FENCE; THENCE ALONG A SERIES OF ALTERNATING FENCES NORTH 89°46'53" WEST A DISTANCE OF 667.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING AND TOGETHER WITH THAT PORTION OF GROUND CONVEYED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED SEPTEMBER 24, 1999 AS ENTRY NO. 104631 IN BOOK 5225 AT PAGE 264 OF OFFICIAL RECORDS.

SAID PARCEL CONTAINS 108,918.22 SQUARE FEET (2.5004 ACRES) MORE OR LESS AND 8 LOTS.

1/15/2020
DATE

DAVID B. JOHNSON
SURVEYOR'S NAME
LICENSE NO. 5338869

PROFESSIONAL LAND SURVEYOR
DAVID B. JOHNSON
NO. 5338869
STATE OF UTAH

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS AND STREET, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOW AS

HUNTING FARMS SUBDIVISION

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OF THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN O THIS PLAT TO THE PARTIES INDICATED AND FRO THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET _____ THIS ___ DAY OF _____, A.D. 20__.

_____
OWNER

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF _____ }SS

ON THE _____ DAY OF_____ A.D. 20____, _____
PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____, UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, WHICH ARE 2 IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES:

RESIDING IN _____ COUNTY.

DRAWN BY:	CHECKED BY:	APPROVED BY:	SHEET:
DBJ	DBJ	DBJ	V-100
PROJECT NO:	19-046		
DATE:	2020-01-16		
SCALE:	1":30'		

NO.	REVISION	DATE
01	PRELIMINARY	1/15/2020

SIGNATURES

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LEHI CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCETS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____ A.D. 20_____

_____ MAYOR
_____ COUNCIL MEMBER
_____ COUNCIL MEMBER
_____ COUNCIL MEMBER
_____ CITY ENGINEER (SEE SEAL BELOW)
_____ CLERK-RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____ A.D. 20___ BY THE LEHI CITY PLANNING COMMISSION

_____ CHAIRMAN, PLANNING COMMISSION

CLIENT / OWNER INFORMATION:

WES YEOMANS
13089 CRYSTAL SPRINGS DR.
DRAPER UTAH, 84020
801-865-8972
WYEOMANS@DELOITTE.COM

ENGINEER / SURVEYOR INFORMATION:

JOHNSON ENGINEERING
4436 SOUTH 1025 EAST • SALT LAKE CITY, UTAH 84124
PHONE: (801)-787-4569
www.johnsonengineeringinc.com

COUNTY RECORDER INFORMATION:

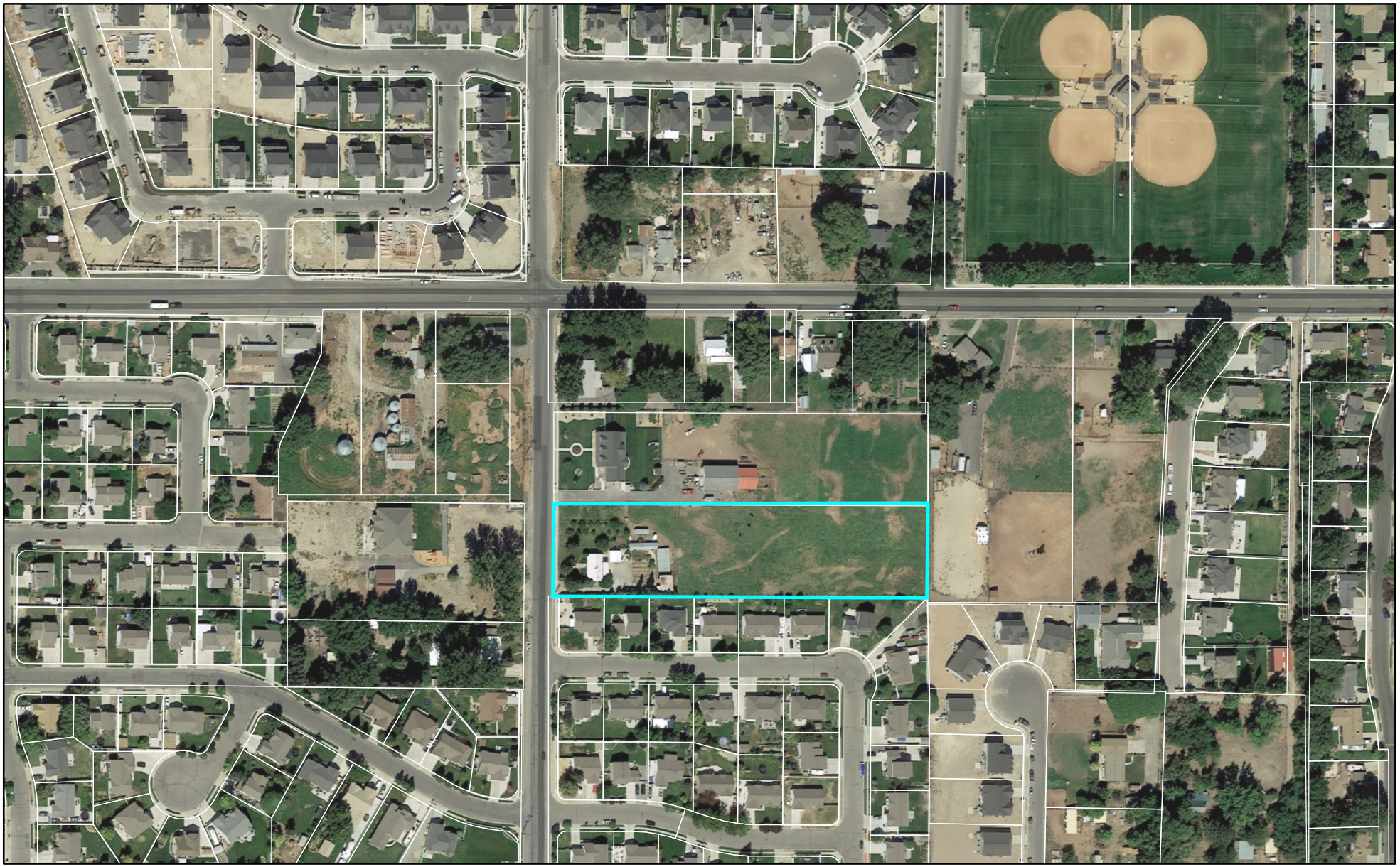
HUNTING FARMS SUBDIVISION

A PLANNED RESIDENTIAL SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

X:\Active Projects\19046 Hunting Farms Subdivision\04 Design\Drawings\Design\Plan Sheets\VP-Survey\Preliminary Plat.dwg

Hunting Farms Preliminary Subdivision

Aerial

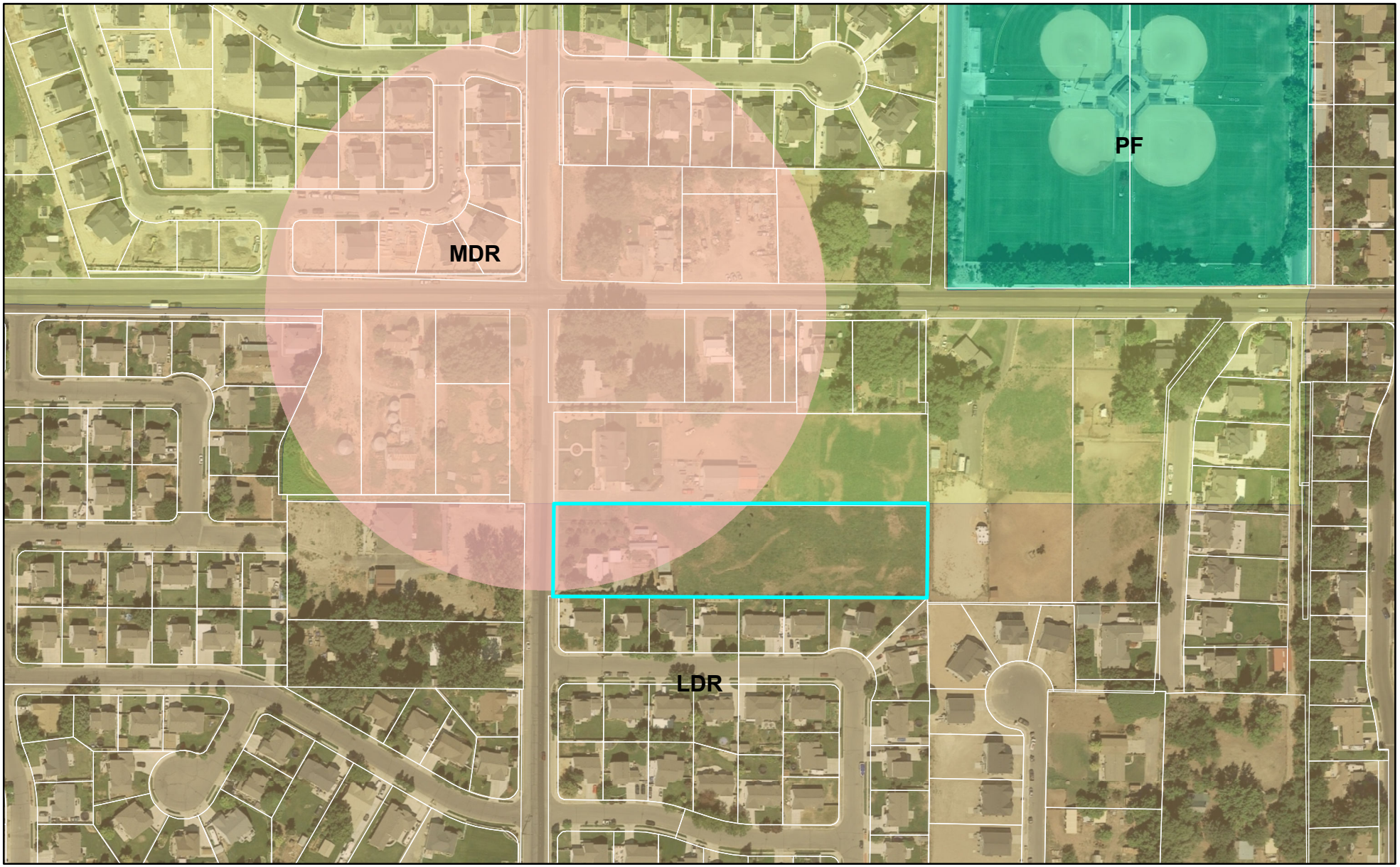


0 290 580 Feet

LEHI CITY

Hunting Farms Preliminary Subdivision

General Plan

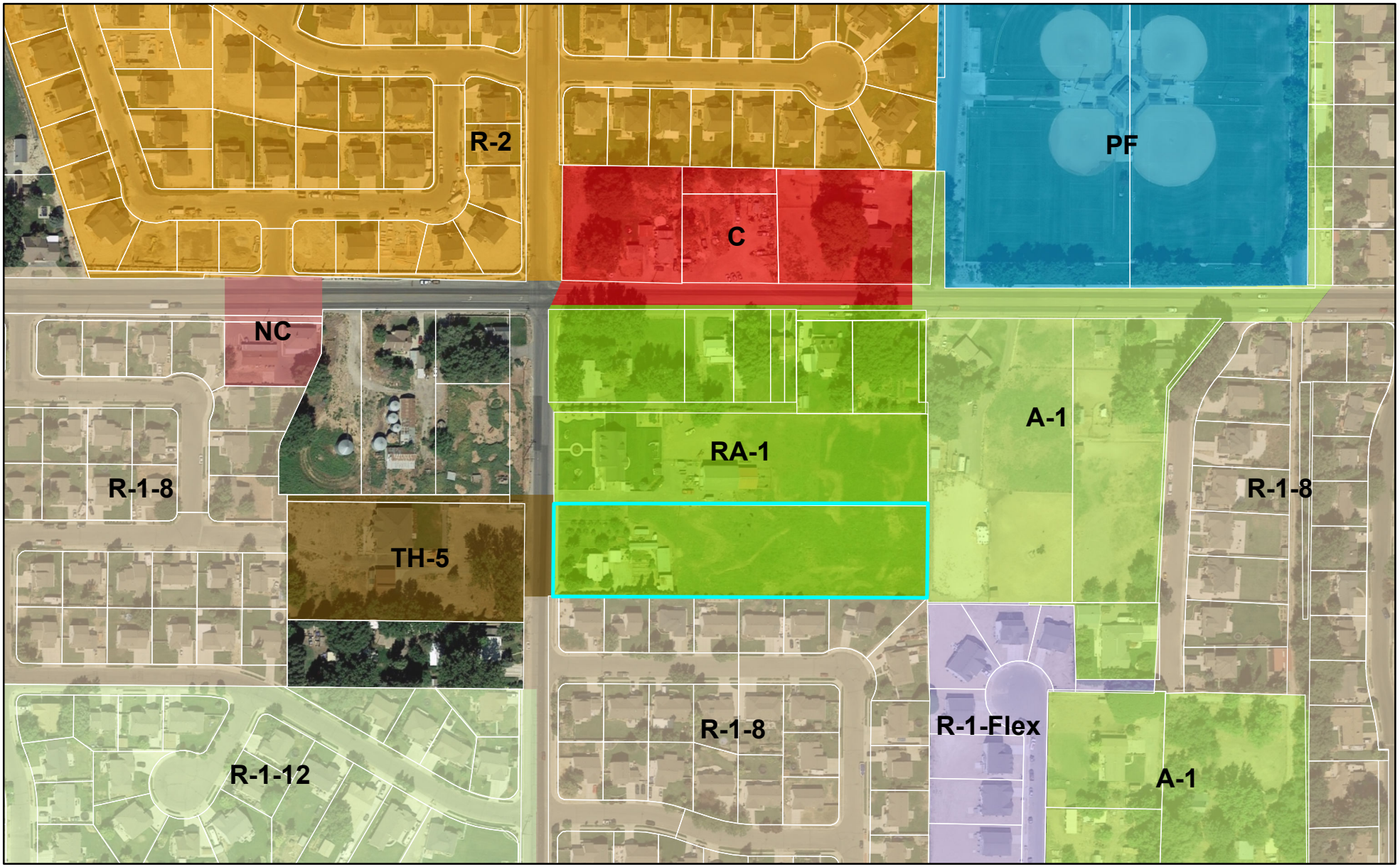


0 290 580 Feet

LEHI CITY

Hunting Farms Preliminary Subdivision

Zoning



0 290 580 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Public Hearing
Agenda Section:

Subject:
Street Vacation on a portion of Vialetto Way between Revello Court and Oakridge Drive.
a. Public Hearing
b. Consideration of Ordinance #17-2020, a street vacation on a portion of Vialetto Way between Revello Court and Oakridge Drive.
Petitioner: Fieldstone Home

Suggested Action:

Attachments:
CCR Vialetto Way Street Vacation 03.17.20.docx

Vialetto Way Street Vacation DRC 01.29.20.docx

Ord 17-2020.pdf

Vialetto Dedication.pdf

VIALETTO STREET VACATION
CITY COUNCIL REPORT

Applicant	Fieldstone Homes
Meeting Date	March 17, 2020
Requested Action/Purpose	Approval of a street vacation
Location	Vialetto Way
Existing Zoning	PC
Date of DRC Review	January 29, 2020
Date of Planning Commission Review	February 13, 2020
Assigned Planner	Brittney Harris

REQUIRED ACTION

Planning Commission	Public hearing and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 11.350. Vacation of a Public Street
(New 07/10/12)
All petitions to vacate a public right-of-way shall follow the approval procedures outlined in the Utah State Code and shall require review by the Reviewing Departments, recommendation by the Planning Commission following a public hearing, and approval by the City Council. Each request to vacate a public right-of-way shall include:

A. a written narrative describing the reasons for the proposed public street vacation;

B. an exhibit showing the portion of public street to be vacated including:

1. north arrow;

2. surrounding streets and buildings;

3. the acreage of the vacated street area;

4. the surveyed boundary of the vacated street area; and

5. the location of all adjacent properties and the ownership identified;

C. a petition to vacate some or all of a public street, right-of-way, or easement, including:

1. the name and address of each owner of record of land that is:
   a. adjacent to the public street, right-of-way, or easement; or
   b. accessed exclusively by or within 300 feet of the public street, right-of-way, or easement;

2. the signature of each owner under Subsection C.1 who consents to the vacation; and

3. proof of mailed notification to surrounding owners as required by State Code and the Lehi City Development Code.

Design Standards Section 2.02 Streets

I. All subdivisions shall abut on and have access to at least one paved public street and as a minimum, allowance for one or more future accesses as developments adjacent hereto proceed. If the development

exceeds 50 equivalent residential units, a second paved city street must be incorporated in the subdivision unless otherwise approved by the Planning Commission.

REPORT ANALYSIS

The applicant requests approval of the Vialetto Street vacation on a portion of Vialetto Way. After dedicating the right of way to the City, the applicant determined that this road no longer fits their future development plans. As a result, they wish to vacate the street.

The street was originally dedicated as part of the Vialetto Way Road Dedication Plat, which was recorded in July of 2007. The road was originally built as a gravel road to access utility lines and was planned to be constructed with development in the Riverbend Planning District of the Traverse Mountain Area Plan. Since that time, an amendment to the area plan was proposed by Riverbend (the primary landowner in the canyon) and was approved by the City Council on June 11, 2019. The area plan amendment removed most of the development rights from the canyon and transferred them adjacent to the Traverse Mountain Office Park and Traverse Terrace Retail Center. Land was set aside in the canyon for either a civic site or an assisted living facility, and the remaining land is agreed to be dedicated to Lehi City as open space. This change in land use altered the course of the road and removed the need to build a full road section through the length of the canyon. As currently dedicated, the road provides access to a City storm drain. Dedication of a new all-weather access to the City structure will be required as part of the vacation.

The City Design Standards require that at least two public road accesses be provided for developments containing 50 residential units. Even with the street vacation, the Vialetto Subdivisions will have multiple accesses through Toscana Hills Drive and Autumn View Drive.

The DRC reviewed the street vacation and left seven redline comments:

1. Provide a legible drawing indicating the installed utilities and locations related to the vacate application
2. Fieldstone Homes must provide an updated utility plan showing the actual storm drain that has been installed.
3. Fieldstone to coordinate with Lehi City Sewer Dept to sever the sewer main at the last manhole after edge of asphalt, Lower remaining manholes to existing grade and provide BMP protection to existing manholes.
4. Fieldstone must complete construction of SD piping to capture drainage from above
5. Provide access easement to storm drain outside of City right of way. All weather access will be required for access to storm drain structure.
6. Provide an overall map that clearly labels what part of Vialetto is proposed to be vacated. Map is hard to read. It is unclear if they are vacating the entire length of the road, or just the portion shown on this map.
7. Provide information on the new road dedication area to show that road grades will not exceed 10%

Please consider including all DRC comments in your motion.

PLANNING DIVISION RECOMMENDATION

Planning Division staff recommends **APPROVAL** of the proposed Vialetto Street Vacation, including the DRC comments from January 29, 2020. This recommendation is based upon the following findings:

1. The proposed street vacation is consistent with the amendment to the Traverse Mountain Area Plan that was approved by the City Council on June 11, 2019.
2. The proposed street vacation, and corresponding new all-weather access street dedication, will allow the City to continue to access the storm drain structure.
3. The proposed street vacation will not alter the subdivisions ability to meet the public street design standard.
4. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Vialetto Way Street Vacation on February 13, 2020. The minutes and motion from this meeting are as follows:

The applicant was not present.

Chairman Hemmert opened public hearing for public comment.

Chairman Hemmert closed public comment.

Motion: Commissioner Nielsen moved to recommend approval of Fieldstone Home's request for review of a street vacation on a portion of Vialetto Way between Revello Court and Oakridge Drive including the DRC comments, with the findings stated in the staff report. Commissioner Everett seconded the motion.

Vote: Commissioner Ellis, Yes; Commissioner Everett, Yes; Commissioner Peterson, Yes; Commissioner Hemmert, Yes; Commissioner Nielsen, Yes; Commissioner Bunker, Yes; and Commissioner Hereth, Yes. The Motion passed with all in favor.

Vialetto Way Street Vacation
DRC Redline Comments

Fieldstone Homes - requests review of a street vacation on a portion of Vialetto Way between Revello Court and Oakridge Drive

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Scott Oberhansly
Date of Plans Reviewed: 01/21/20
Time Start: 11:41
Time End: 11:57

DRC REDLINE COMMENTS:

Glade – Power:

1. Provide a legible drawing indicating the installed utilities and locations related to the vacate application.

Kerry – Fire: No comment

Greg – Water/Sewer:

2. Fieldstone Homes must provide an updated utility plan showing the actual storm drain that has been installed.
3. Fieldstone to coordinate with Lehi City Sewer Dept to sever the sewer main at the last manhole after edge of asphalt, Lower remaining manholes to existing grade and provide BMP protection to existing manholes.
4. Fieldstone must complete construction of SD piping to capture drainage from above
5. Provide access easement to storm drain outside of City right of way. All weather access will be required for access to storm drain structure.

Trent – Parks:

6. Provide an overall map that clearly labels what part of Vialetto is proposed to be vacated. Map is hard to read. It is unclear if they are vacating the entire length of the road, or just the portion shown on this map.

Gary – Building/Inspections: No comment

JD – Streets: No comment

Ross – Engineering: No comment

Kim – Planning:

7. Provide information on the new road dedication area to show that road grades will not exceed 10%

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 13th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 17- 2020

AN ORDINANCE VACATING A PUBLIC STREET AND DEDICATING FOR A PORTION OF VIALETTO WAY AND DEDICATING AN ALL-WEATHER ACCESS TO A CITY STORM DRAIN FACILITY

WHEREAS, the applicant desires to vacate a section of Vialetto Way; and

WHEREAS, it is necessary for the City to still access a city storm drain facility; and

WHEREAS, the street vacation of Vialetto Way includes an access dedication to Lehi City for access to the city storm drain; and

WHEREAS, on February 13, 2020, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 31, 2020, the City Council held a duly noticed meeting and public hearing to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 13, 2020, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: the portion of Vialetto Way described in Exhibit A should be vacated; and the areas described in Exhibit B provide sufficient all weather access to the city storm drain facility 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:

A. The described section in Exhibit A of Vialetto Way is vacated.

B. The described areas in Exhibit B are dedicated to the City of Lehi as all weather access to the city storm drain facility.

PART II:

A. If a provision of this Ordinance 17-2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby

declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

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

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

Approved and Adopted by the City Council of Lehi City this 31st day of March, 2020.

ATTEST

_____	_____
Mark Johnson, Mayor	Marilyn Banasky, City Recorder

EXHIBIT A

Vialetto Way Roadway Vacation Legal Description

A portion of the Southeast Quarter and the Southwest Quarter of Section 19, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the south line of the Vialetto Way Roadway Dedication Plat, said point being located West 3365.18 feet and North 6199.86 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W between the Southeast Corner and the East Quarter of Section 30); thence S76°18'00"E 135.83 feet to the north line of Vialetto Way; thence along said north line the following eleven (11) courses: Southeasterly along the arc of a 227.50 foot radius non-tangent curve to the right (radius bears: S50°21'34"W) 97.14 feet through a central angle of 24°27'56" (chord: S27°24'28"E 96.41 feet); thence S15°10'30"E 153.01 feet; thence along the arc of a 127.50 foot radius curve to the right 188.26 feet through a central angle of 84°35'57" (chord: S27°07'28"W 171.62 feet); thence S69°25'28"W 34.94 feet; thence along the arc of a 72.50 foot radius curve to the left 191.88 feet through a central angle of 151°38'14" (chord: S6°23'39"E 140.58 feet); thence S82°12'47"E 255.79 feet; thence along the arc of a 72.50 foot radius curve to the left 101.18 feet through a central angle of 79°57'47" (chord: N57°48'20"E 93.17 feet); thence N17°49'26"E 235.93 feet; thence along the arc of a 127.50 foot radius curve to the right 98.56 feet through a central angle of 44°17'28" (chord: N39°58'10"E 96.13 feet); thence N62°06'54"E 62.83 feet; thence along the arc of a 127.50 foot radius curve to the right 117.40 feet through a central angle of 52°45'22" (chord: N88°29'35"E 113.29 feet); thence S24°52'15"W 45.00 feet to the south line of Vialetto Way; thence along said south line the following eleven (11) courses: southwesterly along the arc of a 82.50 foot radius non-tangent curve to the left (radius bears: S24°52'15"W) 75.96 feet through a central angle of 52°45'23" (chord: S88°29'35"W 73.31 feet); thence S62°06'54"W 62.83 feet; thence along the arc of a 82.50 foot radius curve to the left 63.77 feet through a central angle of 44°17'28" (chord: S39°58'10"W 62.20 feet); thence S17°49'26"W 235.93 feet; thence along the arc of a 117.50 foot radius curve to the right 163.99 feet through a central angle of 79°57'47" (chord: S57°48'20"W 151.00 feet); thence N82°12'47"W 255.79 feet; thence along the arc of a 117.50 foot radius curve to the right 310.97 feet through a central angle of 151°38'14" (chord: N6°23'39"W 227.84 feet); thence N69°25'28"E 34.94 feet; thence along the arc of a 82.50 foot radius curve to the left 121.81 feet through a central angle of 84°36'00" (chord: N27°07'28"E 111.05 feet); thence N15°10'30"W 153.01 feet; thence along the arc of a 182.50 foot radius curve to the left 194.70 feet through a central angle of 61°07'34" (chord: N45°44'15"W 185.59 feet) to the point of beginning.

Contains: ±1.64 Acres

EXHIBIT B

All Weather Access Dedication Legal Descriptions

LEHI CITY ACCESS DEDICATION 1 - TM MULTI-FAMILY LLC

A portion of the Southwest Quarter of Section 19, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the north line of the Vialetto Way Roadway Dedication Plat, said point being located West 3252.15 feet and North 6187.91 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W between the Southeast Corner and the East Quarter of Section 30); thence S89°20'39"E 51.22 feet; thence S76°27'46"E 30.89 feet; thence S73°53'58"W 34.28 feet; thence S54°06'31"W 5.42 feet; thence N89°20'39"W 24.98 feet to the north line of Vialetto Way; thence northwesterly along the arc of a 227.50 foot radius non-tangent curve to the left (radius bears: S50°21'34"W) 27.72 feet through a central angle of 6°58'54" (chord: N43°07'52"W 27.70 feet) to the point of beginning.

LEHI CITY ACCESS DEDICATION 3 - TM MULTI-FAMILY LLC

A portion of the Southeast Quarter and the Southwest Quarter of Section 19, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the south line of the grantors property, said point being located West 3082.67 feet and North 6192 69 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W between the Southeast Corner and the East Quarter of Section 30); thence N55°16'30"E 26.00 feet; thence N86°49'28"E 84.48 feet; thence S76°22'11"E 53.04 feet; thence S56°14'45"E 217.95 feet; thence S76°55'59"E 150.28 feet; thence S13°04'01"W 8.46 feet; thence S89°17'10"W 67.18 feet; thence along the arc of a 182.00 foot radius curve to the right 116.43 feet through a central angle of 36°39'14" (chord: N72°23'13"W 114.46 feet); thence N54°03'36"W 120.82 feet; thence along the arc of a 100.00 foot radius curve to the left 25.79 feet through a central angle of 14°46'33" (chord: N61°26'52"W 25.72 feet); thence N68°50'09"W 63 51 feet; thence along the arc of a 118.00 foot radius curve to the left 76.36 feet through a central angle of 37°04'33" (chord: N87°22'25"W 75.03 feet); thence N76°01'50"W 53.69 feet to the point of beginning.

LEHI CITY ACCESS DEDICATION 2 – NCP-RIVERBEND MULTI-FAMILY LLC

A portion of the Southwest Quarter of Section 19, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point on the north line of the grantors property, said point being located West 3082.67 feet and North 6192.69 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W between the Southeast Corner and the East Quarter of Section 30); thence S76°01'50"E 53.69 feet; thence southwesterly along the arc of a 118.00 foot radius curve to the left (radius bears: S15°54'41"E) 2.30 feet through a central angle of 1°07'02" (chord: S73°31'48"W 2.30 feet); thence S72°58'17"W 67.63 feet; thence along the arc of a 122.00 foot radius curve to the right 65.08 feet through a central angle of 30°33'57" (chord: S88°15'15"W 64.31 feet); thence N76°27'46"W 42.89 feet; thence N89°20'39"W 4.81 feet; thence N54°06'31"E 5.42 feet; thence N73°53'58"E 34.28 feet; thence S76°27'46"E 14.26 feet; thence along the arc of a 102.00 foot radius curve to the left 54.41 feet through a central angle of 30°33'57" (chord: N88°15'15"E 53.77 feet); thence N55°16'30"E 25.10 feet to the point of beginning.


Area to be dedicated
1725
1713
1978
1964
1994
2050
2036
2022
2008
1952
1942
2057
2043
2029
2015
2001
1985
1973
1961
1949
208

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of a grading permit for Hidden Canyon Plat C on 27.13 acres of property located off Fox Canyon Road.
Petitioner: Toll Brothers

Suggested Action:

Attachments:
CCR Hidden Canyon Grading 03.17.20.docx

Hidden Canyon Grading Permit DRC 01.29.20.docx

Grading permit memo 012320.pdf

GRADING EXHIBIT 012320.pdf

HIdden Canyon Grading-Aerial.pdf

Hidden Canyon Grading- General Plan.pdf

HIdden Canyon Grading-Zoning.pdf

HIDDEN CANYON PLAT C GRADING PERMIT
CITY COUNCIL REPORT

Applicant	Toll Brothers
Meeting Date	March 31, 2020
Requested Action/Purpose	Approval of grading permit
Location	Fox Canyon Road north of Oak Wood Circle
Acres	27.13 acres
Existing Zoning	Planned Community
General Plan Designation	Medium Density Residential
Existing Land Use	Undeveloped
Date of DRC Review	January 29, 2020
Date of Planning Commission Review	February 13, 2020
Assigned Planner	Brittney Harris

REQUIRED ACTION

Planning Commission	Public hearing and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 12-B.050 Grading Permit Issuance.

(a) When considering the approval of the grading permit the Public Works Director, Reviewing Departments, and (when applicable), Planning Commission and City Council, will verify that all of the following criteria are met (in addition to other applicable requirements of this code and other city codes):

(i) Approval of the proposal will not pose a threat to or be detrimental to the public health, safety, and welfare, nor be materially detrimental to fish and wildlife habitat and/or water resources as determined by an expert consultant.

(ii) All subdivisions plats and/or site plans must have at least a preliminary approval prior to issuance of a grading permit

PROPERTY HISTORY

July 26, 1997 Property came into the City as part of the Deerfield Annexation

December 10, 2019 City Council approved the preliminary subdivision approval for Hidden Canyon Plats C&D

REPORT ANALYSIS

The applicant requests approval of the Hidden Canyon Plat C Grading Permit, allowing grading on 27.13 acres at the future Hidden Canyon Plat C site. The Development Code requires all grading permits of 10 acres or greater be reviewed by the Planning Commission and approved by the City Council. The proposed grading will not cause harm to public health, safety, or welfare, and has limited detrimental effects to the natural environment.

Public Health, Safety and Welfare

The applicant expressed in their memo that all cut, and fill will be used on site. The site will have heavy equipment necessary for grading activities, but truck traffic to and from the site will be limited since materials are not going to be exported or imported as required in the Central Canyon District of the Traverse Mountain Area Plan. Minimal nuisances

will occur to nearby subdivisions as they are just starting to develop.

This area does have significant slopes and the potential to impact some native species. The applicant has worked with the City to minimize the impact to the hillside, as well as minimizing density and preserving open space. The grading memo mentions revegetation to control dust and stabilize the soil, as well as providing a water truck to minimize fugitive dust during grading operations.

Preliminary Subdivision Approval
Chapter 12B of the Development Code allows for grading permits to be issued prior to final subdivision approval if the applicant has preliminary subdivision approval. This site received preliminary subdivision approval along with Plat D on December 10, 2019. Receiving the grading permit prior to final subdivision approval allows applicants to start grading the land, allow time for the fill dirt to settle, and provides more time for the applicant prior to submitting the final subdivision.

DRC reviewed the proposed grading permit and had 5 redline comments including:
1. All fills place must be compacted to meet Lehi City Standards. Compaction of 98% will be recommended. Compaction test documentation will be required.
2. Provide letter from project geotechnical engineer that the grading and walls shown meet their recommendations and overall slope stability requirements are met
3. Are the slopes going to receive topsoil prior to reseeding? The previous phases did a great job in using topsoil and revegetation. Also recommend some natural articulation in the graded areas to appear more natural.

Please consider including all DRC comments in your motion.

PLANNING DIVISION RECOMMENDATION

Planning Division staff recommends **APPROVAL** of the proposed Hidden Canyon Plat C grading permit, including the DRC comments from January 29, 2020. This recommendation is based upon the following findings:

1. The proposed grading permit is consistent with the Traverse Mountain Area Plan by completing a balanced grading operation within Central Canyon.
2. The proposed grading permit will not be detrimental or injurious to property or improvements in the vicinity and will not be detrimental to the public health, safety, general welfare or convenience.
3. The proposed grading permit is allowed since the development has received preliminary subdivision approval.
4. The proposed use will be located and conducted in a manner in compliance with the goals and policies of the Lehi City General Plan and the purposes of this Code.
5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Hidden Canyon Plat C Grading Permit on February 13, 2020. The minutes and motion from this meeting are as follows:

> Applicant Dylan Young discussed that they are just trying to get a jump on grading. They have done the lower two phases, and this is the third phase. This phase would round it out. There is some grading that was up their water lines and additional material.
> They own an easement with Fieldstone for the right to grade up on their property.
>
> Chairman Hemmert opened public hearing for public comment.
>
> Chairman Hemmert closed public comment.
>
> Commissioner Nielsen asked if there is anything in the code about erosion control. Mr. Dinsdale explained that the area plan as a standard for that.

Commissioner Nielsen asked if they have to reestablish if it doesn't take. Mr. Dinsdale wasn't sure, but he would look into it. Mr. Struthers showed the details for erosion control.

Motion: Commissioner Nielsen recommended approval of Toll Brothers' request for review of a grading permit for Hidden Canyon Plat C on 27.13 acres of property located off Fox Canyon Road. Commissioner Everett seconded.

Vote: Commissioner Ellis, Yes; Commissioner Everett, Yes; Commissioner Peterson, Yes; Commissioner Hemmert, Yes; Commissioner Nielsen, Yes; Commissioner Bunker, Yes; and Commissioner Hereth, Yes. The Motion passed with all in favor.

Hidden Canyon Plat C Grading Permit
DRC Redline Comments

Toll Brothers - requests review of a Grading Permit for Hidden Canyon Plat C on 27.13-acres located off Fox Canyon Road.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Dylan Young and Jackson Waters
Date of Plans Reviewed: 01/23/20
Time Start: 1:06
Time End: 1:18

DRC REDLINE COMMENTS:
Glade – Power: No comment
Kerry – Fire:
1. Add "and fire control"

Greg – Water/Sewer: No comment
Trent – Parks:
2. Add note to maintain emergency and maintenance access to back of canyon for city trail.

Gary – Building/Inspections: No comment
JD – Streets:
3. All fills place must be compacted to meet Lehi City Standards. Compaction of 98% will be recommended. Compaction test documentation will be required.

Ross – Engineering:
4. Provide letter from project geotechnical engineer that the grading and walls shown meet their recommendations and overall slope stability requirements are met

Kim – Planning:
5. Are the slopes going to receive topsoil prior to reseeding? The previous phases did a great job in using top soil and revegetation. Also recommend some natural articulation in the graded areas to appear more natural.

Prior to Precon
1. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
2. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
3. Submit a Utah State Notice of Intent

General Comments
1. Grading may not commence until all prior-to-preconstruction meeting comments are completed.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 13th

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

MEMORANDUM

FOCUS ENGINEERING & SURVEYING

To: Mike West

CC: Dylan Young

From: Travis Benson

Date: 1/23/2020

Re: Hidden Canyon Grading Permit

We would like to be granted a grading permit for 27.13 acres in the Hidden Canyon development in the proposed Plat C area to facilitate the construction of Hidden Canyon Phase 3. The anticipated grading process within the proposed permit will consist of 207,209 cubic yards of fill and 176,159 cubic yards of cut for net total of 31,050 total cubic yards of banked fill material (34,155 cy loose). Any excess earth will be stock piled for use in future phases. Stockpiles that sit for 6 months will be revegetated to prevent fugitive dust.

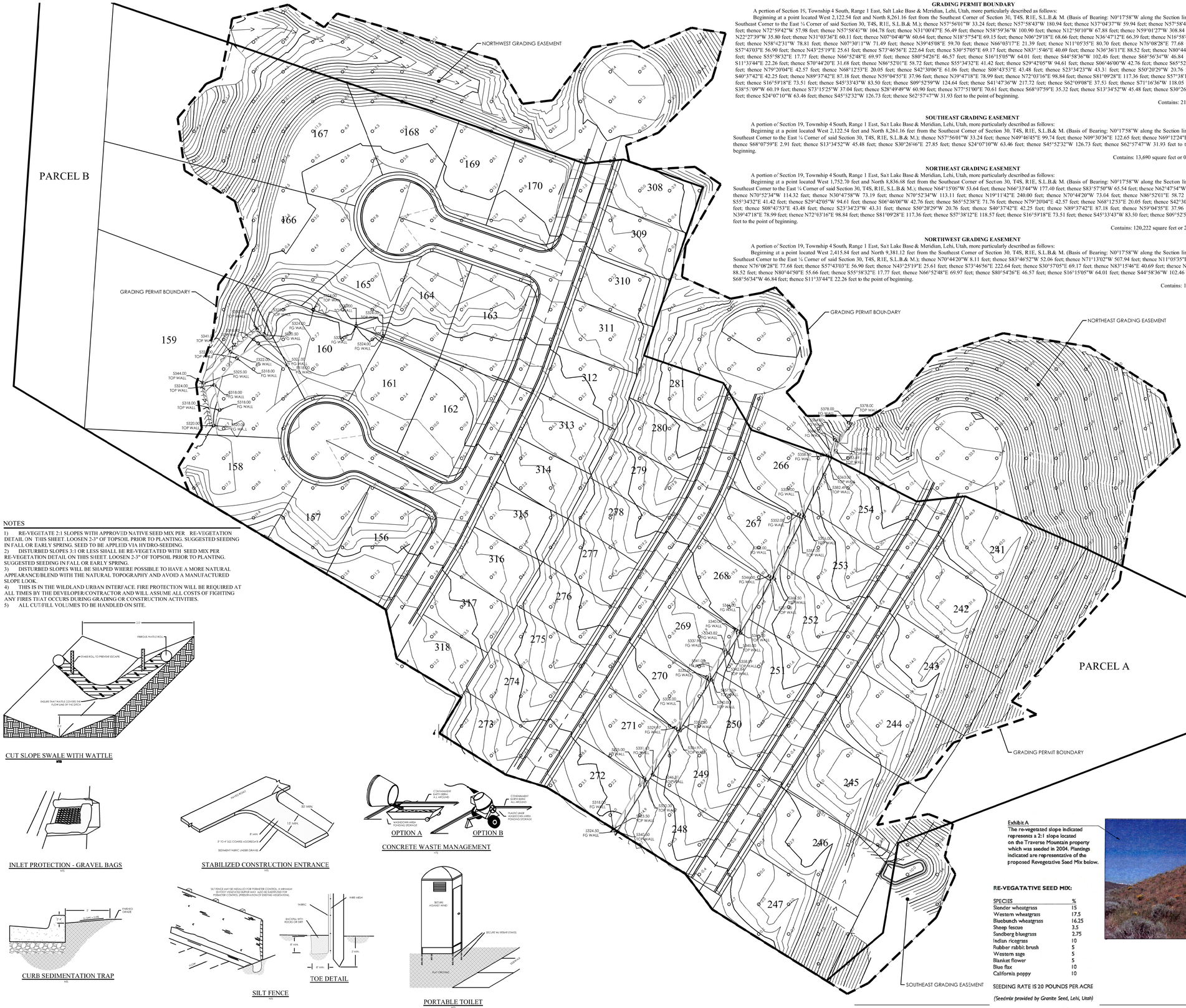
Construction scrapers, large haul trucks, graders and dozers will be used to move earth to different parts of the sites. There will be no exporting or importing of materials. As these sites are adjoining and in a newly developed area, there is no need for a traffic control plan.

While these operations are underway dust control measures will be implemented to keep dust down and to prevent any nuisance to neighboring property owners. A water truck will be utilized during construction to manage and mitigate dust at the project site.

Revegetation will be part of the grading operation and will be implemented as needed throughout construction and at the completion of grading to stabilize the soil and to prevent fugitive dust. Revegetation shall conform to Lehi city standards and per the approved grading permit drawings.

There will be several retaining walls required which exceed 4' in height. Separate building permits will be obtained from Lehi City prior to constructing any retaining wall that exceeds 4' in height.

Anticipated dates for activity are from February 2020 after approval and will continue through to July of 2020.



GRADING PERMIT BOUNDARY

A portion of Section 19, Township 4 South, Range 1 East, Salt Lake Base & Meridian, Lehi, Utah, more particularly described as follows:

Beginning at a point located West 2,122.54 feet and North 8,261.16 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W along the Section line from said Southeast Corner to the East ¼ Corner of said Section 30, T4S, R1E, S.L.B.& M.); thence N57°56'01"W 33.24 feet; thence N57°58'43"W 180.94 feet; thence N37°04'37"W 59.94 feet; thence N57°58'43"W 220.00 feet; thence N72°59'42"W 57.98 feet; thence N57°58'43"W 104.78 feet; thence N31°00'47"E 56.49 feet; thence N58°59'36"W 100.90 feet; thence N12°50'10"W 67.88 feet; thence N59°01'27"W 308.84 feet; thence N22°27'39"W 35.80 feet; thence N31°03'36"E 60.11 feet; thence N07°00'40"W 60.64 feet; thence N18°57'54"E 69.15 feet; thence N06°29'18"E 68.66 feet; thence N36°47'12"E 66.39 feet; thence N16°58'46"W 61.70 feet; thence N58°42'31"W 78.81 feet; thence N07°30'11"W 71.49 feet; thence N39°45'08"E 59.70 feet; thence N66°03'17"E 21.39 feet; thence N11°05'35"E 80.70 feet; thence N76°08'28"E 77.68 feet; thence S57°43'03"E 56.90 feet; thence N43°25'19"E 25.61 feet; thence S73°46'56"E 222.64 feet; thence S30°57'05"E 69.17 feet; thence N83°15'46"E 40.69 feet; thence N36°36'11"E 88.52 feet; thence N80°44'50"E 55.66 feet; thence S55°58'32"E 17.77 feet; thence N66°52'48"E 69.97 feet; thence S80°54'26"E 46.57 feet; thence S16°15'05"W 64.01 feet; thence S44°58'36"W 102.46 feet; thence S68°56'34"W 46.84 feet; thence S11°33'44"E 22.26 feet; thence S76°44'20"E 31.68 feet; thence N86°52'01"E 58.72 feet; thence S55°34'32"E 41.42 feet; thence S29°42'05"W 94.61 feet; thence S06°46'00"W 42.76 feet; thence S65°52'38"E 71.76 feet; thence N79°20'04"E 42.57 feet; thence N68°12'53"E 20.05 feet; thence S42°30'06"E 61.06 feet; thence S08°43'53"E 43.48 feet; thence S23°34'23"W 43.31 feet; thence S50°20'29"W 20.76 feet; thence S40°37'42"E 42.25 feet; thence N89°37'42"E 87.18 feet; thence N59°04'55"E 37.96 feet; thence N39°47'18"E 78.99 feet; thence N72°03'16"E 98.84 feet; thence S81°09'28"E 117.36 feet; thence S57°38'12"E 118.57 feet; thence S16°59'18"E 73.51 feet; thence S45°33'43"W 83.50 feet; thence S09°52'59"W 124.64 feet; thence S41°47'36"W 217.72 feet; thence S62°09'08"E 37.53 feet; thence S71°16'36"W 118.05 feet; thence S38°51'09"W 60.19 feet; thence S73°15'25"W 37.04 feet; thence S28°49'49"W 60.90 feet; thence N77°51'00"E 70.61 feet; thence S68°07'59"E 35.32 feet; thence S13°34'52"W 45.48 feet; thence S30°26'46"E 27.85 feet; thence S24°07'10"W 63.46 feet; thence S45°52'32"W 126.73 feet; thence S62°57'47"W 31.93 feet to the point of beginning.

Contains: 21.98 acres+/-

SOUTHEAST GRADING EASEMENT

A portion of Section 19, Township 4 South, Range 1 East, Salt Lake Base & Meridian, Lehi, Utah, more particularly described as follows:

Beginning at a point located West 2,122.54 feet and North 8,261.16 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W along the Section line from said Southeast Corner to the East ¼ Corner of said Section 30, T4S, R1E, S.L.B.& M.); thence N57°56'01"W 33.24 feet; thence N49°46'45"E 99.74 feet; thence N09°30'36"E 122.65 feet; thence N69°12'24"E 75.89 feet; thence S68°07'59"E 2.91 feet; thence S13°34'52"W 45.48 feet; thence S30°26'46"E 27.85 feet; thence S24°07'10"W 63.46 feet; thence S45°52'32"W 126.73 feet; thence S62°57'47"W 31.93 feet to the point of beginning.

Contains: 13,690 square feet or 0.31 acres+/-

NORTHEAST GRADING EASEMENT

A portion of Section 19, Township 4 South, Range 1 East, Salt Lake Base & Meridian, Lehi, Utah, more particularly described as follows:

Beginning at a point located West 1,752.70 feet and North 8,836.68 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W along the Section line from said Southeast Corner to the East ¼ Corner of said Section 30, T4S, R1E, S.L.B.& M.); thence N64°15'06"W 53.64 feet; thence N66°33'44"W 177.40 feet; thence S83°57'50"W 65.54 feet; thence N62°47'54"W 128.83 feet; thence N70°52'34"W 114.32 feet; thence N30°47'58"W 73.19 feet; thence N70°52'34"W 113.11 feet; thence N19°11'42"E 240.00 feet; thence N70°44'20"W 73.04 feet; thence N86°52'01"E 58.72 feet; thence S55°34'32"E 41.42 feet; thence S29°42'05"W 94.61 feet; thence S06°46'00"W 42.76 feet; thence S65°52'38"E 71.76 feet; thence N79°20'04"E 42.57 feet; thence N68°12'53"E 20.05 feet; thence S42°30'06"E 61.06 feet; thence S08°43'53"E 43.48 feet; thence S23°34'23"W 43.31 feet; thence S50°20'29"W 20.76 feet; thence S40°37'42"E 42.25 feet; thence N89°37'42"E 87.18 feet; thence N59°04'55"E 37.96 feet; thence N39°47'18"E 78.99 feet; thence N72°03'16"E 98.84 feet; thence S81°09'28"E 117.36 feet; thence S57°38'12"E 118.57 feet; thence S16°59'18"E 73.51 feet; thence S45°33'43"W 83.50 feet; thence S09°52'59"W 104.63 feet to the point of beginning.

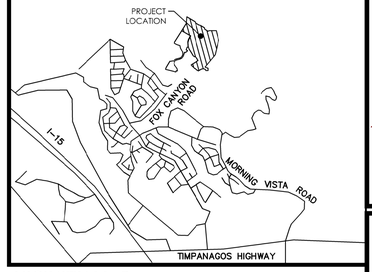
Contains: 120,222 square feet or 2.76 acres+/-

NORTHWEST GRADING EASEMENT

A portion of Section 19, Township 4 South, Range 1 East, Salt Lake Base & Meridian, Lehi, Utah, more particularly described as follows:

Beginning at a point located West 2,415.84 feet and North 9,381.12 feet from the Southeast Corner of Section 30, T4S, R1E, S.L.B.& M. (Basis of Bearing: N0°17'58"W along the Section line from said Southeast Corner to the East ¼ Corner of said Section 30, T4S, R1E, S.L.B.& M.); thence N70°44'20"W 8.11 feet; thence S83°46'52"W 52.06 feet; thence N71°13'02"W 507.94 feet; thence N11°05'35"E 32.33 feet; thence N76°08'28"E 77.68 feet; thence S57°43'03"E 56.90 feet; thence N43°25'19"E 25.61 feet; thence S73°46'56"E 222.64 feet; thence S30°57'05"E 69.17 feet; thence N83°15'46"E 40.69 feet; thence N36°36'11"E 88.52 feet; thence N80°44'50"E 55.66 feet; thence S55°58'32"E 17.77 feet; thence N66°52'48"E 69.97 feet; thence S80°54'26"E 46.57 feet; thence S16°15'05"W 64.01 feet; thence S44°58'36"W 102.46 feet; thence S68°56'34"W 46.84 feet; thence S11°33'44"E 22.26 feet to the point of beginning.

Contains: 1.40 acres+/-



VICINITY MAP

N.T.S

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15" STORM DRAIN
- 8" SANITARY SEWER
- 8" CULINARY WATER
- 8" SECONDARY WATER
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION
- INDICATES WALK-OUT BASEMENT

NOTES

1) RE-VEGETATE 2:1 SLOPES WITH APPROVED NATIVE SEED MIX PER DETAIL ON THIS SHEET. LOOSEN 2-3" OF TOPSOIL PRIOR TO PLANTING. SUGGESTED SEEDING IN FALL OR EARLY SPRING. SEED TO BE APPLIED VIA HYDRO-SEEDING.
2) DISTURBED SLOPES 3:1 OR LESS SHALL BE RE-VEGETATED WITH SEED MIX PER RE-VEGETATION DETAIL ON THIS SHEET. LOOSEN 2-3" OF TOPSOIL PRIOR TO PLANTING. SUGGESTED SEEDING IN FALL OR EARLY SPRING.
3) DISTURBED SLOPES WILL BE SHAPED WHERE POSSIBLE TO HAVE A MORE NATURAL APPEARANCE/BLEND WITH THE NATURAL TOPOGRAPHY AND AVOID A MANUFACTURED SLOPE LOOK.
4) THIS IS IN THE WILDLAND URBAN INTERFACE. FIRE PROTECTION WILL BE REQUIRED AT ALL TIMES BY THE DEVELOPER/CONTRACTOR AND WILL ASSUME ALL COSTS OF FIGHTING ANY FIRES THAT OCCURS DURING GRADING OR CONSTRUCTION ACTIVITIES.
5) ALL CUT/FILL VOLUMES TO BE HANDLED ON SITE.

CUT SLOPE SWALE WITH WATTLE

INLET PROTECTION - GRAVEL BAGS

STABILIZED CONSTRUCTION ENTRANCE

CONCRETE WASTE MANAGEMENT

CURB SEDIMENTATION TRAP

SILT FENCE

TOE DETAIL

PORTABLE TOILET

Exhibit A
The re-vegetated slope indicated represents a 2:1 slope located on the Traverse Mountain property which was seeded in 2004. Plantings indicated are representative of the proposed Revegetative Seed Mix below.

RE-VEGATATIVE SEED MIX:

SPECIES	%
Slender wheatgrass	15
Western wheatgrass	17.5
Bluebunch wheatgrass	16.25
Sheep fescue	3.5
Sandberg bluegrass	2.75
Indian ricegrass	10
Rubber rabbit brush	5
Western sage	5
Blanket flower	5
Blue flax	10
California poppy	10

SEEDING RATE IS 20 POUNDS PER ACRE

(Seedmix provided by Granite Seed, Lehi, Utah)



EARTHWORKS CALCULATIONS		
	BANKED	LOOSE*
CUT:	176,159 CY	193,775 CY
FILL:	207,209 CY	227,930 CY
NET:	31,050 CY	34,155 CY

*SWELL FACTOR OF 10%

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

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MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

LICENSED PROFESSIONAL ENGINEER
No. 9026950-2202
THOMAS M. ROMNEY
01/23/20
STATE OF UTAH

HIDDEN CANYON PLAT C

LEHI, UT

GRADING EXHIBIT

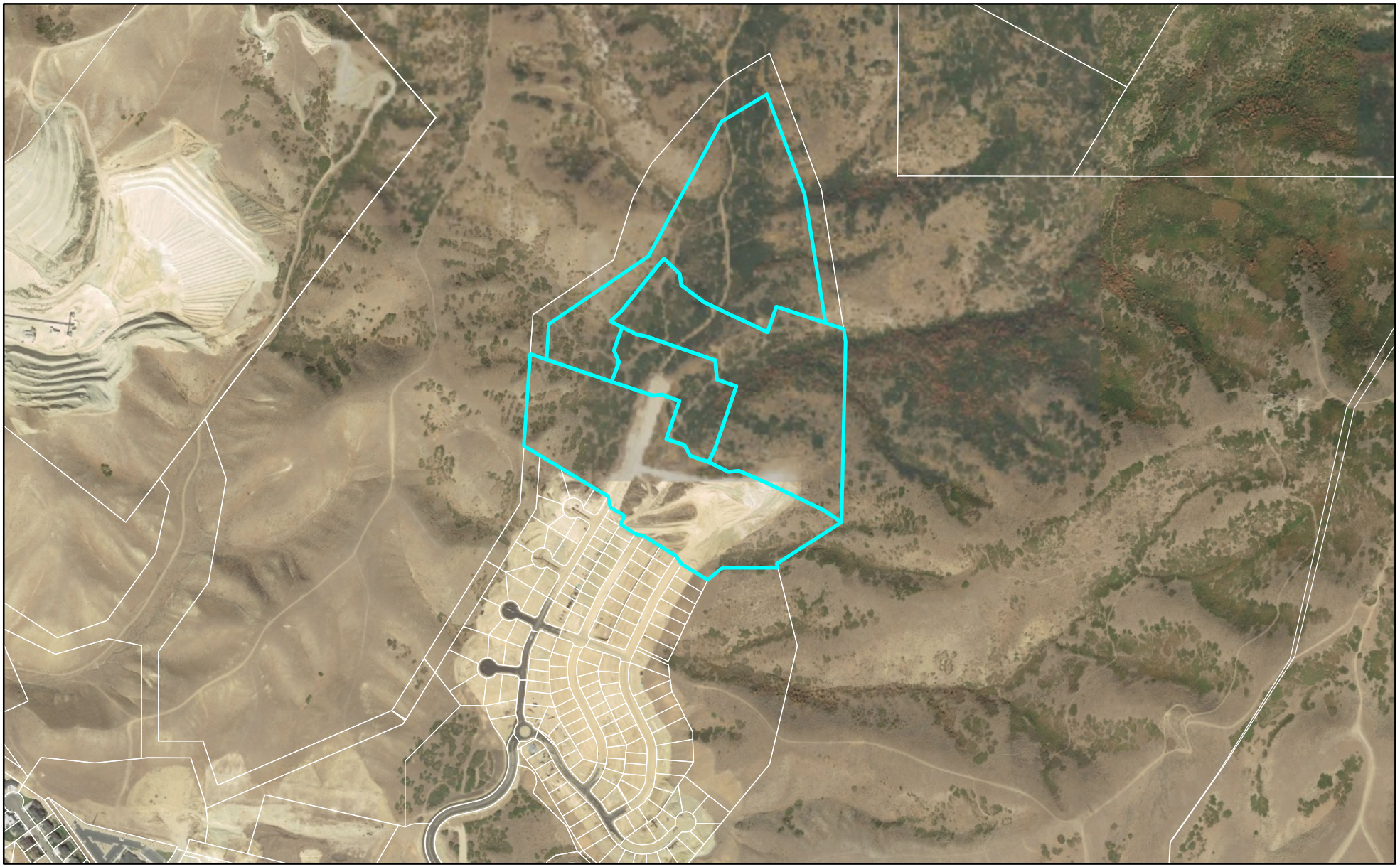
REVISION BLOCK		
#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

GRADING EXHIBIT

Scale:	1"=60'	Drawn:	JMH
Date:	1/23/2020	Job #:	18-327
Sheet:	E1		

Hidden Canyon Grading

Aerial

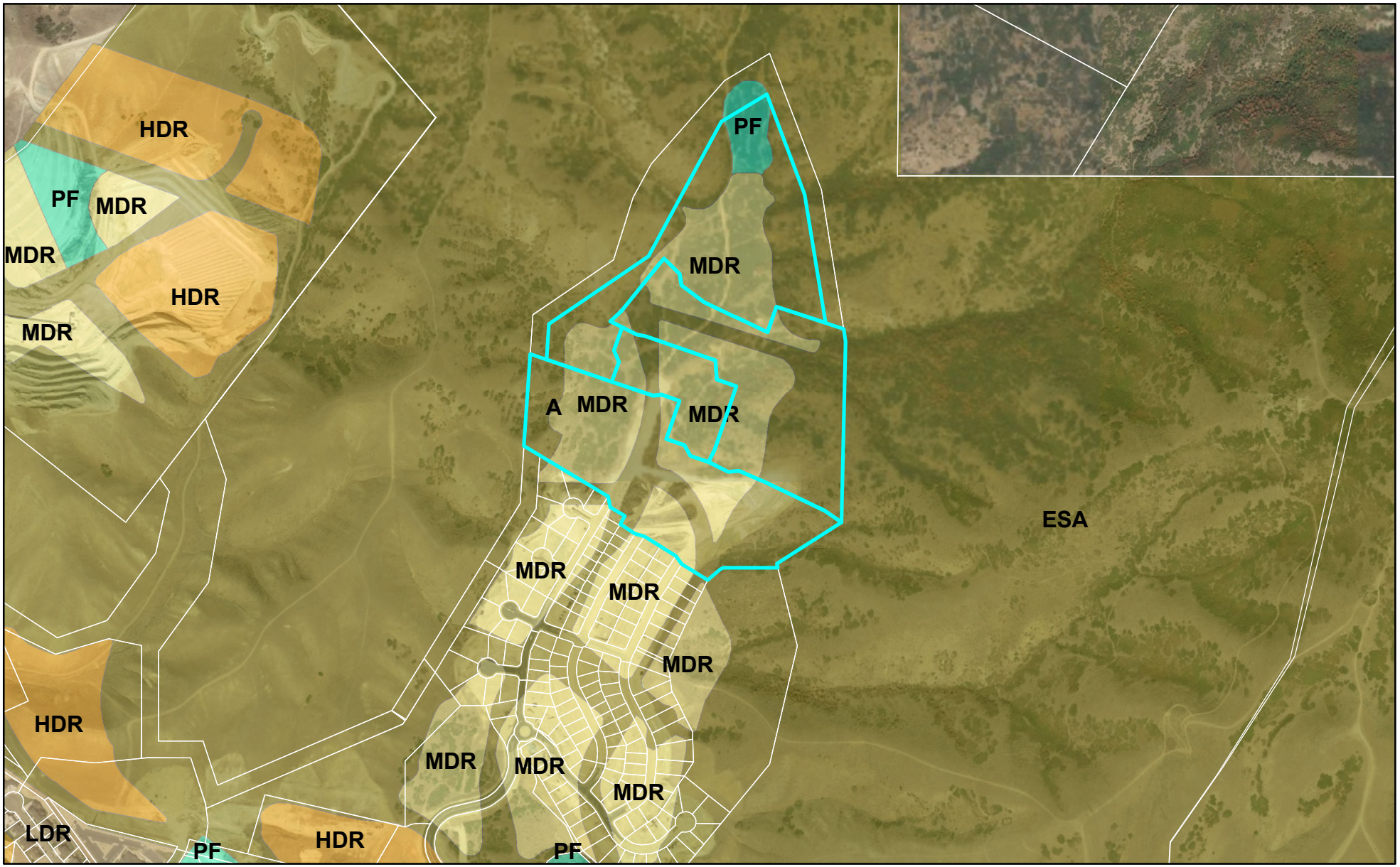


0 975 1,950 Feet

LEHI CITY

Hidden Canyon Grading

General Plan

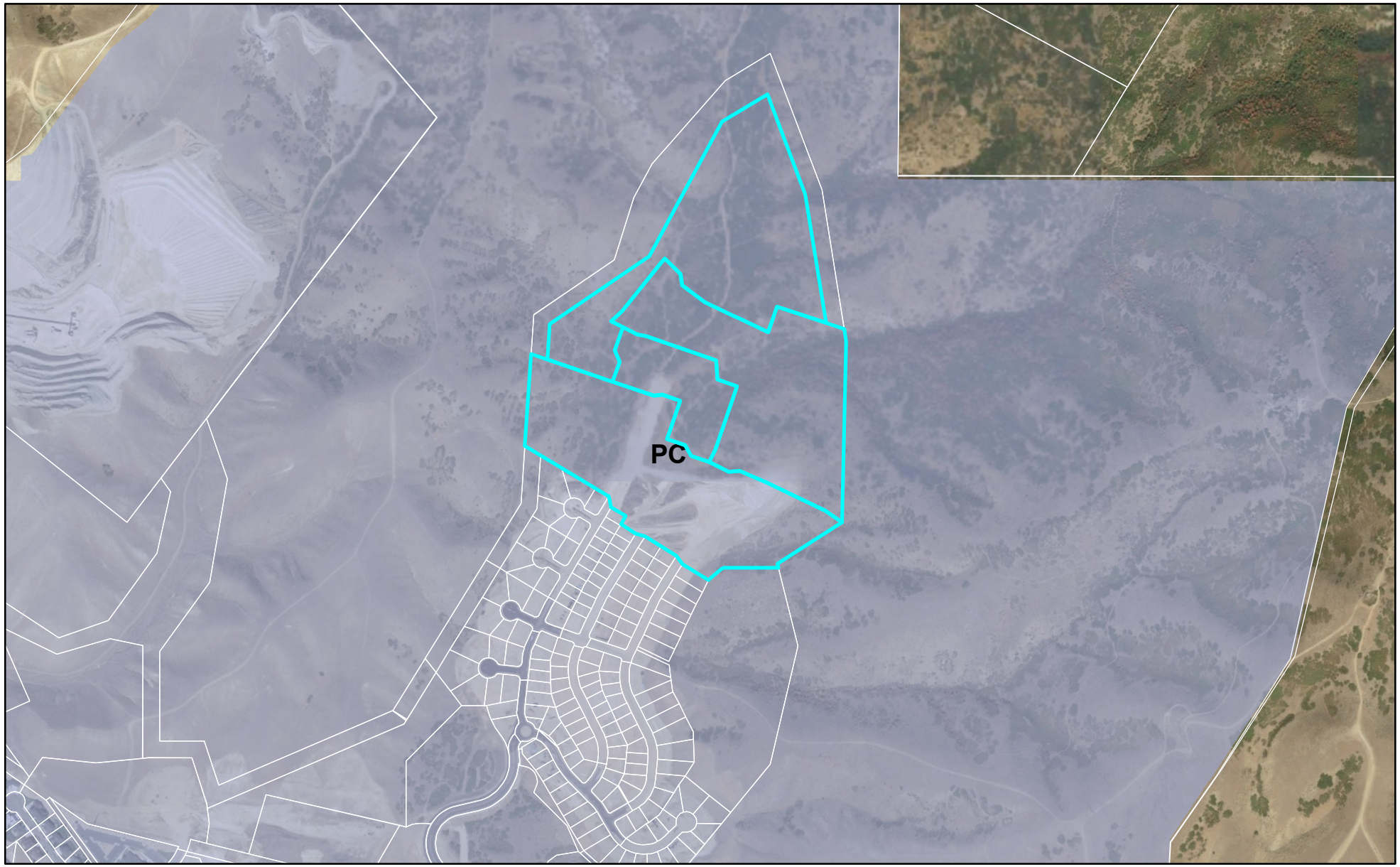


0 975 1,950 Feet

LEHI CITY

Hidden Canyon Grading

General Plan



0 975 1,950 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Final subdivision approval of the New Star Commercial Development, a 3-lot commercial subdivision located at approximately 333 South Millpond Drive.
Petitioner: Aki Miyagi

Suggested Action:

Attachments:
CCR New Star Commercial Development Final Subdivision 03.31.20.docx

New Star Commercial Development Subdivsion 2.26.2020.docx

New Star Commercial Development Plat_022820-Final PlatRev-2.pdf

Star aerial.pdf

Star GP.pdf

Star zoning.pdf

NEW STAR COMMERCIAL DEVELOPMENT
FINAL SUBDIVISION
CITY COUNCIL REPORT

Applicant	Aki Miyagi		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Approval of a final subdivision		
Location	Approximately 333 South Millpond Drive		
Existing Land Use	Undeveloped		
Existing Zoning	C (Commercial)/C-H (Heavy Commercial)		
General Plan Land Use Designation	C (Commercial)/C-H (Heavy Commercial)		
Number of Lots/Units	3 lots		
Adjacent Zoning and Land Use	*North*	C-H	Office warehouse - F-Matic
	South	C	Undeveloped
	East	C	I-15
	West	C-H	Office warehouse - Mill Pond Commercial Business Park Subdivision
Date of DRC Review	February 26, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

PROPERTY HISTORY

Oct 29, 1985: This property was annexed into Lehi as part of the South East No. 2 Addition.

REPORT ANALYSIS

The applicant is requesting final subdivision review and approval of the New Star Commercial Development located at approximately 333 South Millpond Drive. The applicant's narrative states that their purpose is to legally define boundary lines and delineate the three parcels. This report will discuss the proposed plat and the DRC comments.

The proposed subdivision consists of three commercial lots that can be built upon in the future. Lot 1 is zoned C-H (Heavy Commercial) and the other two lots are zoned C (Commercial). The three lots range from approximately 3 acres to 5.458 acres in size. No improvements are proposed with this subdivision, and it is currently planned to continue to be leased for grazing purposes. A note has been included on the final plat indicating that the lots will be improved at the time of site plan.

The DRC had 4 comments, including the following:

1. Include a note that indicates the lots will have reciprocal cross access between one another.
2. Use standard Lehi subdivision title block template.
3. Identify and show wetland areas on the plat
4. Add note to plat: “frontage improvements will be constructed and additional road right of way dedicated with each individual lot development”

The applicant has submitted an update version of the plat that addresses the DRC comments. The updated plat has been included in the packet for consideration by the city council.

PLANNING DIVISION RECOMMENDATION

Planning Staff recommends **APPROVAL** of the proposed New Star Commercial Development final subdivision including the DRC comments from February 26, 2020. This recommendation is based on the following findings:

1. The proposed subdivision is not detrimental to the public health, safety, and welfare of Lehi City.
2. The proposed subdivision meets the requirements of the Development Code.
3. Other findings based upon information presented at the public meeting.

New Star Commercial Development Subdivision
DRC Redline Comments

Aki Miyagi – requests review of the New Star Commercial Development, a 3-lot subdivision located at approximately 333 South Millpond Drive.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Aki Miyagi
Date of Plans Reviewed: 2/19/2020
Time Start: 1:37
Time End: 1:49

DRC REDLINE COMMENTS:
Glade – Power: No comments
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering:
1. Add note to plat: "frontage improvements will be constructed and additional road right of way dedicated with each individual lot development"

Kim – Planning:
2. Include a note that indicates the lots will have reciprocal cross access between one another.
3. Use standard Lehi subdivision title block template.
4. Identify and show wetland areas on the plat

PRIOR TO PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements.
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Required water dedication must be completed.
5. Reimbursement Agreement for any reimbursable improvement items must be in place.
6. Include surveyor's and engineer's stamps and signatures on the construction drawings.
7. Show lot addresses on the final plat (must coordinate with Planning Division).
8. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
9. Irrigation Company signature on the construction drawings for the irrigation piping.
10. Provide a recordable easement document for all necessary off-site easements (temp. turnarounds, utilities, power, etc).
11. Submit a copy of all required licenses (railroad, UDOT, UTA, aqueduct, canal, etc).
12. Provide a signed development agreement (prepared by Lehi City Planning Department).
13. Provide a Rocky Mountain Power agreement and cost estimate for the relocation of the RMP power poles which shall be included in the bond. The developer is responsible to pay all costs for relocation at the time the bond is posted.
14. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
15. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
16. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division for review and approval (signed by Mayor). Final Agreement to be recorded by developer.
17. Address any comments or conditions from City Council approval.
18. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled

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.

19. Planner needs to sign off on building plans prior to the precon meeting

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. Provide a recorded copy of required boundary line agreement(s).
7. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
8. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

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

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON MARCH 17th

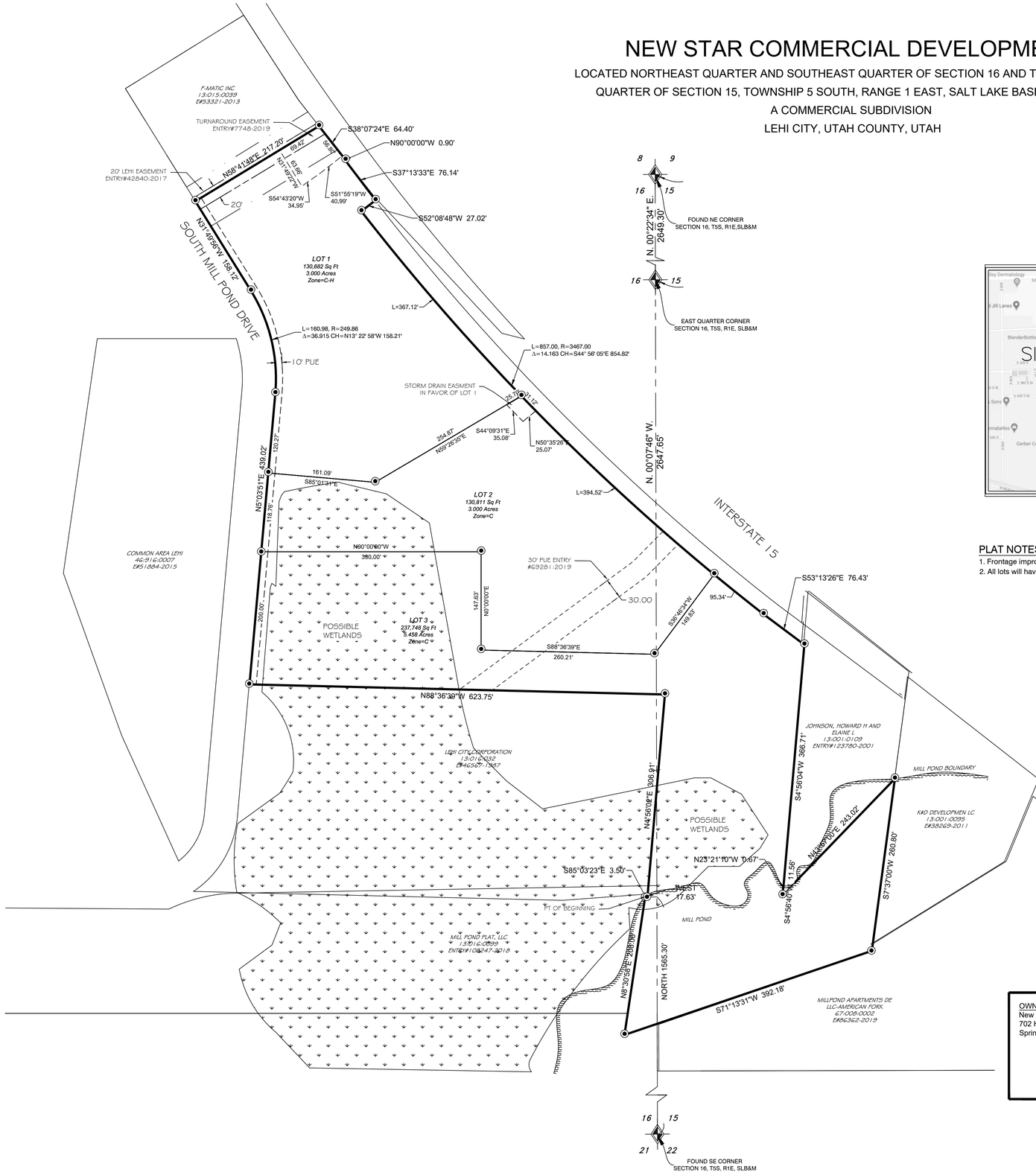
Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

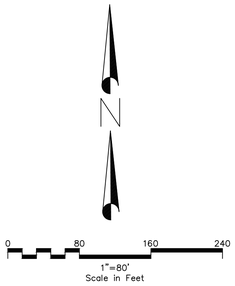
NEW STAR COMMERCIAL DEVELOPMENT

LOCATED NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

A COMMERCIAL SUBDIVISION

LEHI CITY, UTAH COUNTY, UTAH







PLAT NOTES

1. Frontage improvements will be constructed and additional right of way dedicated with each individual lot development.
2. All lots will have reciprocal cross access between one another.

LEGEND

- Boundary Line
- Adjacent Parcel Line
- Road Right-of-Way (ROW)
- Lot Line
- Section Line
- Road Center Line
- Easement Line
- Set 5/8" x 24" Rebar and Cap stamped CIR Engineering

GENERAL NOTES

1. BRASS PINS TO BE PLACED AT TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE.
2. STORM DRAIN DETENTION CANNOT BE MODIFIED WITHOUT PERMISSION FROM THE LEHI CITY ENGINEER.

RIGHT TO FARM:

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

AREA TABULATIONS

ITEM	QUANTITY
SIZE OF SUBDIVISION	11.46 ACRES
COMMERCIAL LOTS	3 LOTS
OPEN SPACE	N/A
STREET DEDICATION	N/A

SHEET 1 / 1

SURVEYOR'S CERTIFICATE

I, GARY CHRISTENSEN , do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5152617 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; 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 hereon, and have subdivided said tract of land into lots, together with easements, hereafter to be known as ***NEW STAR COMMERCIAL SUBDIVISION*** and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Commencing North 1565.53 feet and West 17.63 feet from the Southeast Corner of Section 16, Township 5 south, Range 1 West Salt Lake Base and Meridian; thence North 04°56'02" East 306.91 feet; thence North 88°36'39" West 623.75 feet; thence North 05°03'51" East 439.02 feet; thence northerly 160.98 feet along the arc of a 249.86 feet non-tangent radius curve to the left, having a central angle of 36°54'52", (chord bears North 13°22'58" West 158.21 feet); thence North 31°49'56" West 158.12 feet; thence North 58°41'48" East 217.20 feet; thence South 38°07'24" East 64.40 feet; thence West 0.90 feet; thence South 37°13'33" East 76.14 feet; thence South 52°08'48" West 27.02 feet; thence southeasterly 857.00 feet along the arc of a 3467.00 feet non-tangent radius curve to the left, having a central angle of 14°09'46", (chord bears South 44°56'05" East 854.82 feet); thence South 53°13'26" East 76.43 feet; thence South 04°56'04" West 366.71 feet; thence North 23°21'10" West 0.67 feet; thence South 04°56'40" West 11.56 feet; thence North 43°57'00" East 243.02 feet; thence South 07°37'00" East 260.80 feet; thence South 71°13'31" West 392.18 feet; thence North 08°30'58" East 208.06 feet; thence South 85°03'23" East 3.50 feet to the POINT OF BEGINNING.

Containing 499067.50 square feet or 11.46 acres, more or less.

The above described entire tract of land contains 499067 square feet or 11.46 acres more or less. Containing 3 Lots.

OWNERS DEDICATION

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

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS____ DAY OF _____, A.D. 20___.

_____

OWNERS NAME POSITION ( )

ACKNOWLEDGEMENT

STATE OF UTAH)
)SS
COUNTY OF UTAH)

ON THE _____ DAY OF _____, 20___ , PERSONALLY APPEARED BEFORE ME, _____ THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY, THE SIGNERS OF THE ABOVE OWNERS DEDICATION, WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE/THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

_____ _____ _____

NOTARY PUBLIC (SIGNATURE) PRINTED NAME MY COMMISSION EXPIRES:

RESIDING IN UTAH COUNTY, STATE OF UTAH

PLANNING COMMISSION APPROVAL

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

_____ _____

DIRECTOR-SECRETARY CHAIRMAN, PLANNING COMMISION

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS_____ DAY OF _____, A.D 20____

MAYOR: _____

APPROVED: _____ ATTEST: _____

CITY ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)

OWNER:
New Star Holdings LLC
702 Hobble Creek Canyon,
Springville, UT 84663

CIR
ENGINEERING, L.L.C.
3032 SOUTH 1030 WEST, SUITE 202
SLC, Utah 84119 – 801-949-6296

NEW STAR COMMERCIAL DEVELOPMENT
LOCATED NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
A COMMERCIAL SUBDIVISION
LEHI CITY, UTAH COUNTY, UTAH

SURVEYOR SEAL

PROFESSIONAL LAND SURVEYOR
GARY CHRISTENSEN
No. 5152617
2/28/2020
STATE OF UTAH

NOTARY PUBLIC SEAL

CITY ENGINEER SEAL

CLERK-RECORDER SEAL

UTAH COUNTY RECORDER

Recorded # _____
State of Utah, County of Utah, Recorded and filed at the request of

_____

Date: _____ Time: _____ Book: _____ Page: _____

_____ _____

Fee $ Utah County Recorder

New Star Commercial Development Final Subdivision

Aerial

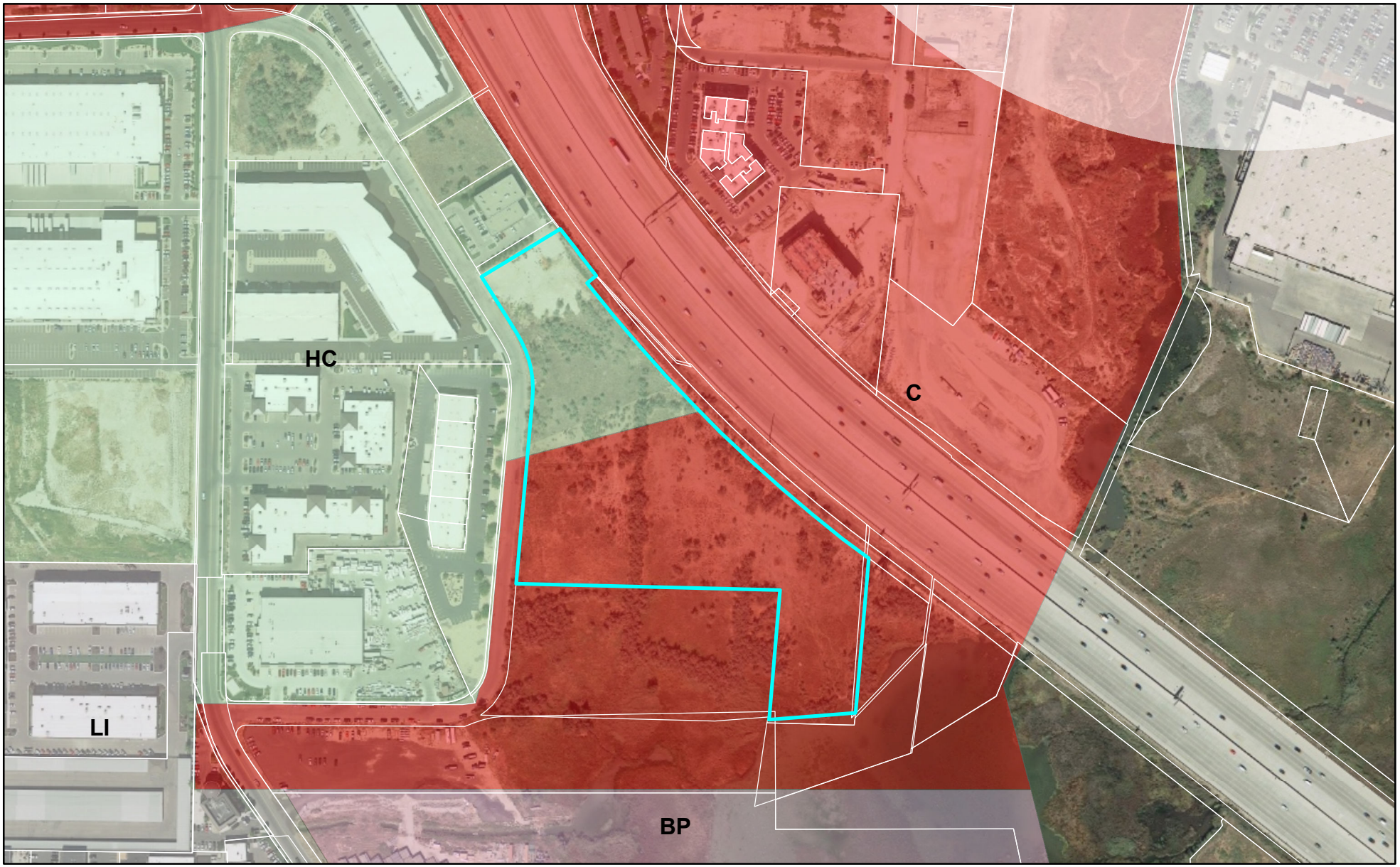


0 390 780 Feet

LEHI CITY

New Star Commercial Development Final Subdivision

General Plan

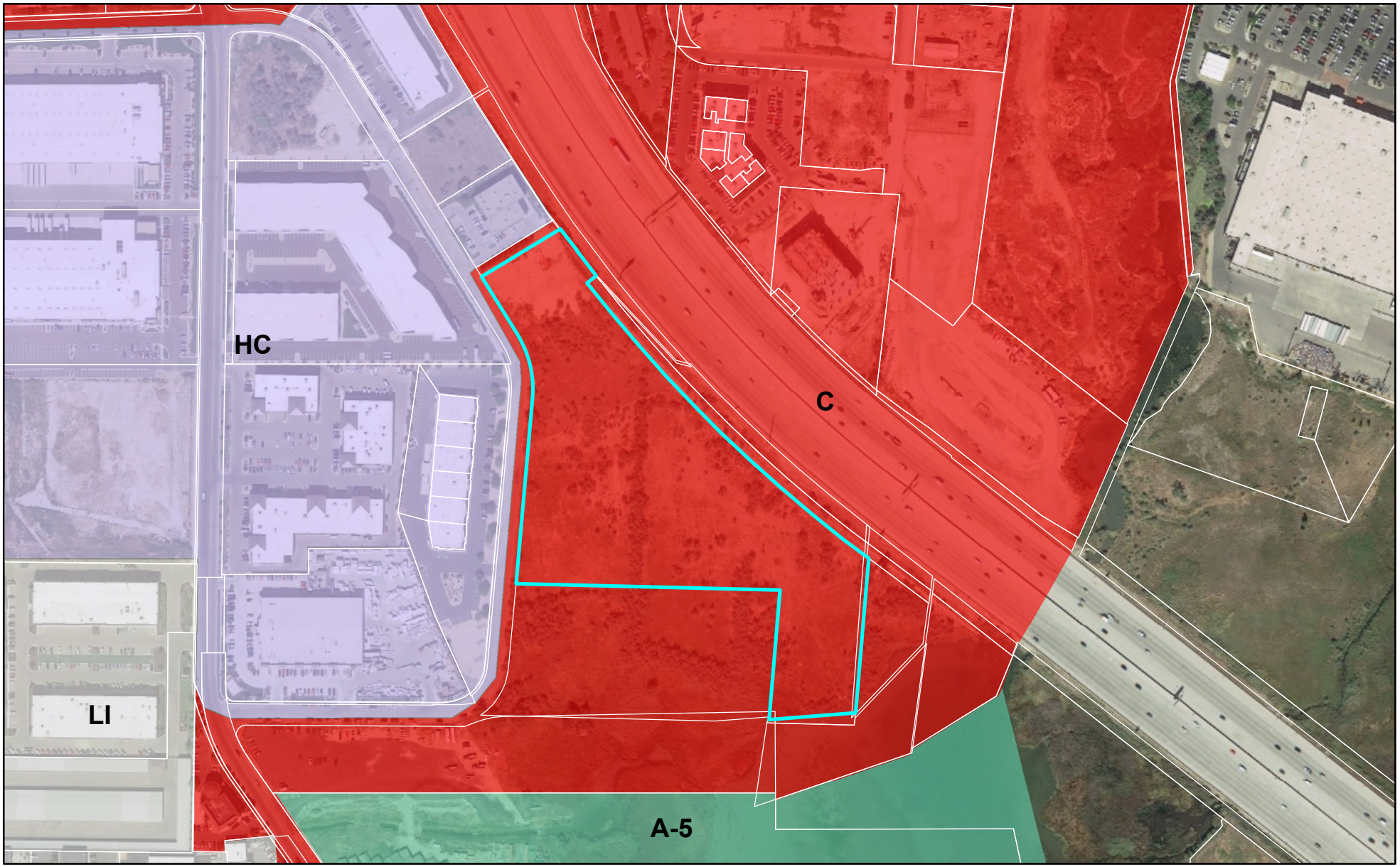


0 390 780 Feet

LEHI CITY

New Star Commercial Development Final Subdivision

Zoning



0 390 780 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Resolution
Agenda Section:

Subject:
Consideration of Resolution #2020-17, a Resolution of intent to annex the Allred B Annexation, approximately .57-acres located at approximately 968 East Mesa Avenue with a proposed RA-1 zone.
Petitioner: Laura Allred

Suggested Action:

Attachments:
CCR Allred B Annexation - Resolution of Intent 03.17.20.docx

Allred B Annexation DRC 2.26.2020.docx

Resolution - Allred B Annexation 03.31.20.docx

Allred B Annexation narrative.pdf

Allred B Annexation Plat.pdf

Allred B- Aerial.pdf

Allred B- General Plan.pdf

Allred B- Zoning.pdf

ALLRED B ANNEXATION
CITY COUNCIL REPORT

Applicant	Laurie Allred		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Acceptance of a resolution of intent to annex		
Location	968 East Mesa Avenue		
Requested Zoning	RA-1		
General Plan Land Use Designation	VLDR		
Acreage	0.57		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	TH-5	Undeveloped
	South	RA-1	Single Family Home
	East	Unincorporated	Single Family Home and Shed
	West	R-1-8	Single Family Homes
Assigned Planner	Brittney Harris		

REQUIRED ACTION

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

REPORT ANALYSIS

The applicant requests acceptance of the resolution of intent to annex the Allred B property located at approximately 968 East Mesa Avenue. The resolution of intent is the first step in the annexation process. The application will go to Planning Commission for review of the proposed RA-1 zoning, and then back to City Council for final approval.

This property is part of a large existing county island. Annexing this piece will not solve the county island but will bring in another portion of the island. The utilities are nearby as well as City services such as stores and schools.

DRC reviewed this annexation and left 4 general comments.

1. Remove signature lines for city council members and leave signature blocks just for the mayor and the city recorder.
2. Water dedication will be required prior to recording the annexation plat. Water dedication for the RA-1 zone is required at a rate of 1.13 acre feet of culinary water per acre of property and 2.56 acre feet of irrigation water per acre of property.
3. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
4. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.

These comments serve as reminders and recommendations for the applicant.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **ACCEPTANCE** of the Allred B Annexation resolution of intent. This recommendation is based on the following findings:

1. The proposed annexation will bring in a portion of an existing county island.
2. The proposed annexation is easily served by existing City amenities and services.
3. The proposed application conforms to the goals and policies of the General Plan.
4. The proposed application does not affect the health, safety, welfare, and morals of the City.
5. Other findings as determined by the public hearing.

Allred B Annexation
DRC Redline Comments

Laura Allred - requests review of the Allred B Annexation, approximately .57-acres located at approximately 968 East Mesa Avenue with a proposed RA-1 zone.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Tony Trane
Date of Plans Reviewed: **2/20/2020**
Time Start: 1:53
Time End: 2:02

DRC REPORT:

1. **Critical Issues:**

2. **Location of existing and proposed City facilities**
   Culinary and PI water in the temporary turnaround at end of Mesa Avenue. Power before temp turnaround.

3. **Zoning required or recommended**
   The requested RA-1 zoning is consistent with the General Plan.

4. **Distances to schools/parks/shopping**
   Elementary: Sego Lily Elementary- 1 mile
   Junior High: Lehi Junior High- 0.6 miles
   High School: Lehi High School 1.8 miles
   Shopping: The Meadows Shopping Center 2 miles
   Park: Summer Crest Park 0.3 Miles

5. **Transportation**

DRC GENERAL COMMENTS:

1. Remove signature lines for city council members and leave signature blocks just for the mayor and the city recorder.
2. Water dedication will be required prior to recording the annexation plat. Water dedication for the RA-1 zone is required at a rate of 1.13 acre feet of culinary water per acre of property and 2.56 acre feet of irrigation water per acre of property.
3. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
4. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON MARCH 17th

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.

RESOLUTION NO: 2020-

RESOLUTION OF INTENT OF LEHI CITY COUNCIL TO ANNEX REAL PROPERTY ("ALLRED B" ANNEXATION)

WHEREAS, the Lehi City Council has determined that a certain parcel of real property described in Exhibit A constitutes a portion of an unincorporated island which is contiguous to Lehi City Corporation and should be annexed to Lehi City Corporation; and

WHEREAS, the area to be annexed consists of one or more unincorporated islands or unincorporated peninsulas contiguous to the municipality, each of which has fewer than 800 residents; and

WHEREAS, Lehi City Corporation has provided one or more municipal-type services to the area for at least one year; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to the provision of Section 10-2-418 of the Utah Code, the Lehi City Council hereby intends to annex the parcels of real property owned by Laurie Allred consisting of 0.57 acres and further described by Attachment "A".

2. Staff is directed to publish notice of this proposed annexation in a newspaper of general circulation within Lehi City, once a week for three successive weeks. Said notice shall comply with the requirements of Section 10-2-418(2)(b) of the Utah Code.

3. This Resolution shall be effective upon the date of its adoption.

PASSED AND APPROVED by the City Council of Lehi City, Utah this 31st day of March 2020.

ATTEST:

_____ _____

MARK JOHNSON, Mayor TEISHA WILSON, City Recorder

Exhibit A

NOTICE OF INTENT TO ANNEX REAL PROPERTY

Notice is hereby given that Lehi City Corporation has adopted a resolution indicating its intent to annex real property owned by Laurie Allred located at 968 East Mesa Avenue, Lehi, Utah, consisting of about 0.57 acres, and further described as follows:

.

Beginning at a point on LAURIE ALLRED Annexation which is North 89°49'02" West 938.90 feet along the section line and North 825.51 feet from the Southeast Corner of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, thence along LAURIE ALLRED Annexation the following four courses 1) North 46°02'30" West 36.93 feet; 2) Northwesterly 119.56 feet along a non-tangent 42.00 foot radius curve to the left, through a central angle 163°06'18" the chord of which bears North 44°23'56" West 83.09 feet; 3) Southwesterly 2.47 feet along a 15.00 foot radius curve to the right, through a central angle 09°25'20" the chord of which bears South 58°45'35" West 2.46 feet; 4) North 46°02'30" West 10.06 feet; thence North 00°08'33" East 206.92 feet along the EVANS ADDITION Annexation; thence South 89°44'38" East 109.35 feet; thence South 00°15'22" West 227.37; thence South 46°33'22" West 20.01 feet; thence South 00°15'22" West 56.00 feet to the point of beginning.

Annexation contains 0.57 acres more or less

Basis of Bearing: NAD 83 Bearings

Legal Description:

A public hearing has been scheduled before the Lehi City Council on the 31st day of March 2020, at 7 p.m. for the purpose of receiving public comment.

The Lehi City Council will annex the above described parcels unless, at or before the public hearing, written protests to the annexation are filed by the owners of real property located within the area proposed for annexation covering a majority of the total private land area within the entire area proposed for annexation and also is equal to at least ½ the value of all private real property within the entire area proposed for annexation.

TRANE ENGINEERING, P.C.
Engineering, Surveying & Planning
27 East Main Street Lehi, UT. 84043 (801) 768-4544 Fax (801) 768-3733

February 10, 2020

Lehi City
Attn: City Council and Staff

Subject: Allred B Annexation

Laurie Allred, the property owner of approximately 0.6 acres located at 970 East Mesa Ave. desires to annex this property into Lehi City. This annexation is requesting to be annexed under the RA-1 zoning. We feel this is an appropriate request based on the criteria below:

(a) In general, what is the topography, vegetation, and other natural features present on the property proposed to be annexed? Flat Farm Land

(b) What is the existing land use(s) of the property proposed for annexation and those requested by the owners? Single Family Home with pastures

(c) What is the current and potential (if the property were developed) population and residential density of the proposed area? The intent would be to develop 1 additional lot on the vacant property to the north similar to what was done to the south.

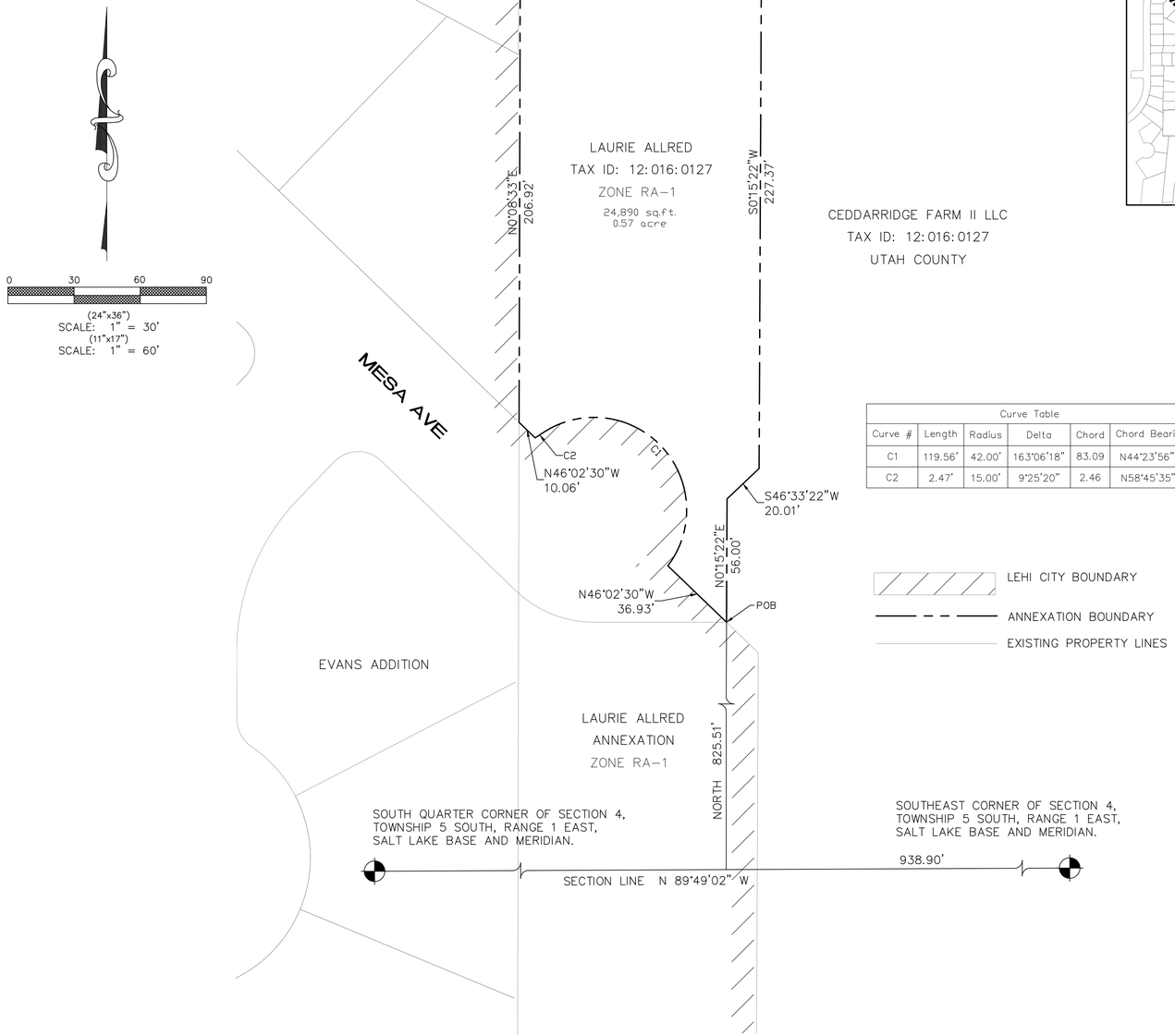
(d) How will the proposed annexation comply with and achieve Lehi City's land use(s), goals and policies outlined in the Lehi City General Plan? The request is in line with the land use goals of this area.

(e) What are the current and potential (if the property were developed) demands for City provided facilities and services to the area proposed for annexation, including culinary water, irrigation water, wastewater,transportation facilities, drainage, fire protection, solid waste, parks and recreation, and police protection? Potential impact of 1 new home.

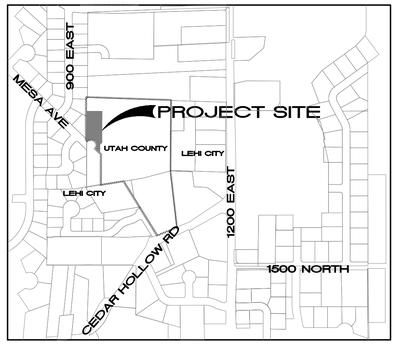
(f) Are the water rights necessary for annexation, found in Section 27-040 of the Lehi Development Code available for dedication to Lehi City upon annexation? The owner currently has irrigation water rights and anticipates purchase of culinary shares from the city.

Thank you for your consideration of this matter.

LAURIE ALLRED B ANNEXATION



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	119.56'	42.00'	163°06'18"	83.09	N44°23'56"W
C2	2.47'	15.00'	9°25'20"	2.46	N58°45'35"E



VICINITY MAP

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
170 SOUTH INTERSTATE PLAZA, SUITE 230, LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO LEHI CITY, UTAH COUNTY, UTAH

Annexation Description
Beginning at a point on LAURIE ALLRED Annexation which is North 89°49'02" West 938.90 feet along the section line and North 825.51 feet from the Southeast Corner of Section 4, Township 5 South, Range 1 East, Salt Lake Base and Meridian, thence along LAURIE ALLRED Annexation the following four courses 1) North 46°02'30" West 36.93 feet; 2) Northwesterly 119.56 feet along a non-tangent 42.00 foot radius curve to the left, through a central angle 163°06'18" the chord of which bears North 44°23'56" West 83.09 feet; 3) Southwesterly 2.47 feet along a 15.00 foot radius curve to the right, through a central angle 09°25'20" the chord of which bears South 58°45'35" West 2.46 feet; 4) North 46°02'30" West 10.06 feet; thence North 00°08'33" East 206.92 feet along the EVANS ADDITION Annexation; thence South 89°44'38" East 109.35 feet; thence South 00°15'22" West 227.37; thence South 46°33'22" West 20.01 feet; thence South 00°15'22" West 56.00 feet to the point of beginning.

Annexation contains 0.57 acres more or less

Basis of Bearing: NAD 83 Bearings

SURVEYOR

DATE

SURVEYOR'S SEAL

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

SURVEYOR

DATE

COUNTY SURVEYOR'S SEAL

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE UNDERSIGNED LEHI CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO LEHI CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE

ALLRED B ANNEXATION.

DATED THIS _____ DAY OF _____

RECORDER

RECORDER'S SEAL

ANNEXATION PLAT

LAURIE ALLRED B ANNEXATION

LEHI CITY, UTAH COUNTY, UTAH

SCALE 1" = 30 FEET

THIS FORM APPROVED BY UTAH COUNTY AND THE MUNICIPALITIES THEREIN

Allred B Annexation

Aerial



0 200 400 Feet

LEHI CITY

Allred B Annexation

General Plan



0 200 400 Feet

LEHI CITY

Allred B Annexation

Zoning



0 200 400 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #18-2020, Pine Springs Zone Change, approximately 3.1-acres of property located at 225 South 600 East, changing the zoning from TH-5 (transitional holding) to R-3 (high density residential). Petitioner: Dan Ford

Suggested Action:

Attachments:
CCR Pine Springs Zone Change 03.31.20.docx

Pine Springs Zone Change DRC 01.29.20.docx

Ordinance - Pine Springs Zone Change 03.31.20.docx

Pine Springs Zone Change 01.29.20 narrative, map.pdf

aerial P.S.pdf

gp P.S.pdf

zoning P.S.pdf

PINE SPRINGS ZONE CHANGE
CITY COUNCIL REPORT

Applicant	Dan Ford		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Approval of a proposed zone change		
Location	225 South 600 East		
Project Area	3.09 acres		
Existing Zoning	TH-5		
Proposed Zoning	R-3		
Existing General Plan Land Use Designation	HDR (High Density Residential)		
Adjacent Zoning and Land Use	*North*	C (Commercial)	Assisted living facility
	South	C/R-2.5	Single family homes/Broadmoor Park
	East	R-1-8	Larson Estates Subdivision
	West	R-1-8	Southtowne Plat C Subdivision
Date of DRC Review	January 29, 2020		
Date of Planning Commission Review	February 27, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE GENERAL PLAN GOALS AND POLICIES

High Density Residential (HDR)

The High Density Residential (HDR) classification provides opportunities for the development of higher density residential uses, including single family detached and attached residential units, apartments, condominiums and townhouses with an overall density not to exceed 12 dwelling units per acre. The applicable Zoning District classification for HDR is R-3.

Best Practice 9.1: ***Develop local neighborhood programs to bring residents together under common causes and character.***

Neighborhoods are created by the coming together of individual households to form strong bonds. Communities are adopting programs and strategies to improve and strengthen neighborhood bonds and community character.

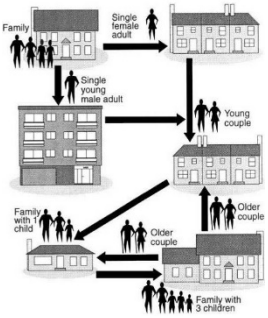


Diagram of life-cycle housing needs
Source: Envision Utah.

i. Life-Cycle Housing: Plan for housing suitable for different stages of life, including smaller, more affordable units for first-time buyers, singles, young couples, families with many children, and older home owners, as well as opportunities for senior citizen housing and long-term care/assisted living facilities. Housing policy should work to create opportunities for people to live and grow in the same community. This will enable young couples, families and the elderly to live near relatives, and stay within their same social networks (e.g. church boundaries) throughout their lives.

ii. Inclusionary Approach: High quality neighborhoods are inclusive and welcome people of all stages of life. Communities are addressing housing affordability using an inclusionary approach that allows for a mixture of housing types and prices, recognizing that housing affordability is integral to the long-term success of the City. Segregating housing by type, price, and size can lead to major divides in a community, most often along socioeconomic lines. This can ultimately lead to areas of higher crime, poverty, and other challenges. Ensuring neighborhoods include housing diversity minimizes the creation of these problem areas, and leads to a more inclusive, diverse, and accepting community. Children in such communities will grow up knowing people from different ages, walks of life, and from different socio-economic groups.

iii. Communal Activity: Community activity such as community gardens, joint art projects, dance and cultural exchange, and other such events introduce people to each other and make it easier for neighborhood policing and easy identification of strangers. That sense of identity also puts *eyes on the street* and neighbors look out for each other's kids and property.

Planning should be strategic, and careful, to ensure that increased densities have minimum or low impacts on the fabric of existing neighborhoods.

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

PROPERTY HISTORY

October 15, 1999 This property was annexed into Lehi City as part of the Don A. Peterson Annexation.

February 11, 2020 A General Plan Amendment to HDR was approved by the City Council for this property.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from TH-5 to R-3 for 3.09-acres of property located on the southeast corner of 200 South and 600 East. The City Council recently approved a General Plan amendment to HDR on the property which would allow for the R-3 zone. This zone change is consistent with the recently approved General Plan amendment.

The purpose of the R-3 (High Density Residential) zone is to provide an environment and opportunities for higher density residential uses, including single family detached and attached residential units, apartments, condominiums and townhouses. The R-3 designation allows for a maximum density of 12 units per acre.

The DRC had one comment on the proposed zone change. The comment reiterated that water dedication will be required for the R-3 zone. The amount of culinary water is 5.40-acre feet of water per acre of property and the irrigation water is 1.90-acre feet of water per acre of property.

Please include the DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the proposed Pine Springs zone change, including DRC comments from January 29, 2020. This recommendation is based on the following findings:

1. The proposed zone change is consistent with the recent approval of a General Plan designation to HDR.
2. The proposed zone change will not unduly affect the uses or proposed uses for nearby and adjoining properties.
3. The proposed zone change is not detrimental to the public health, safety, and welfare from the existing classification to the proposed zone.
4. Other findings based upon information presented at the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 27, 2020. The minutes and motion from this meeting are as follows:

3.1 Public hearing and recommendation of Dan Ford's request for review of the Pine Springs Zone Change, approximately 3.1-acres of property located at 225 South 600 East, changing the zoning from TH-5 (transitional holding) to R-3 (high density residential).

Sierra Pierson presented information on agenda item. The City Council recently approved a general plan amendment to change the designation of this property.

The applicant, Dan Ford, was present and addressed the commission.

Commissioner Hemmert opened public hearing on agenda item 3.1.

Commissioner Hemmert closed public hearing on agenda item 3.1.

Commissioner Eyre asked Staff if the home next to the property was zoned commercial. Sierra stated that it is a home.

Commissioner Hemmert stated he would entertain a motion.

Motion: Commissioner Ellis moved to recommend approval of Dan Ford's request for review of the Pine Springs Zone Change, approximately 3.1-acres of property located at 225 South 600 East, changing the zoning from TH-5 (transitional holding) to R-3 (high density residential); including all DRC comments and findings stated in the report. Commissioner Peterson seconded.

Vote: Commissioner Ellis, yes; Commissioner Everett, no; Commissioner Peterson, yes; Commissioner Hemmert, yes; Commissioner Nielsen, yes; Commissioner Bunker, yes; Commissioner Hereth, yes. The motion passed 6-1.

Pine Springs Residential Zone Change
DRC Redline Comments

*Dan Ford- requests review of the **Pine Springs Zone Change**, approximately 3.1-acres of property located at 225 South 600 East, changing the zoning from TH-5 to R-3.*

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Dan Ford
Date of Plans Reviewed: 1/16/20
Time Start: 10:06 am
Time End: 10:10 am

DRC REDLINE COMMENTS:
Glade – Power: No comments (RMP ATA required.)
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning:
1. As a condition of recording the zone change ordinance and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-3 zone. The amount of culinary water is 5.40 feet per acre and the irrigation water is 1.90 feet per acre.

Consistency with the elements of the Lehi City General Plan.

This area has a proposed **HDR (High Density Residential)** designation on the General Plan that has been filed concurrently.

Effect of the proposed amendment on the existing goals, objectives, and policies of the Lehi City General Plan.

From the Lehi City General Plan Land Use Element the following goals and policies related to development should be considered:

1. Maximize opportunities to create an overall pattern of planned and orderly development with a system of land uses, adequately and efficiently served by a balanced and energy-efficient system of transportation, and community services that are sensitive to the natural physical qualities of the area.

2. Provide diverse economic and employment opportunities and encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.

3. Promote variety in commercial spaces, densities, and locations.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 27, 2020.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 2020-__

AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT AND ZONING DISTRICT MAP AMENDMENT FOR 225 SOUTH 600 EAST

WHEREAS, Dan Ford, authorized agent for the owner of property located at 225 South 600 East and further described by the legal description attached as Exhibit "A", has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcel designated as R-3 (High Density Residential); and

WHEREAS, following a public hearing on February 27, 2020, the Lehi City Planning Commission reviewed the proposed Zoning District Designation and Zoning District Map amendment and forwarded it to the City Council to decide on the proposed amendment; and

WHEREAS, on March 31, 2020, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 27, 2020; and

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: (i) the request for a Zone District Designation amendment and Zoning District amendment is consistent with the Lehi City General Plan Land Use Map adopted by the Lehi City Council on October 25, 2011 (and as subsequently amended); and (ii) such action furthers the health, safety and welfare of the citizens of Lehi.

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

PART I:

The Zone District Designation and the Zoning District Map of the property described on Exhibit "A" are hereby amended to R-3 (High Density Residential).

PART II:

A. If a provision of this Ordinance -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 31st day of March, 2020.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

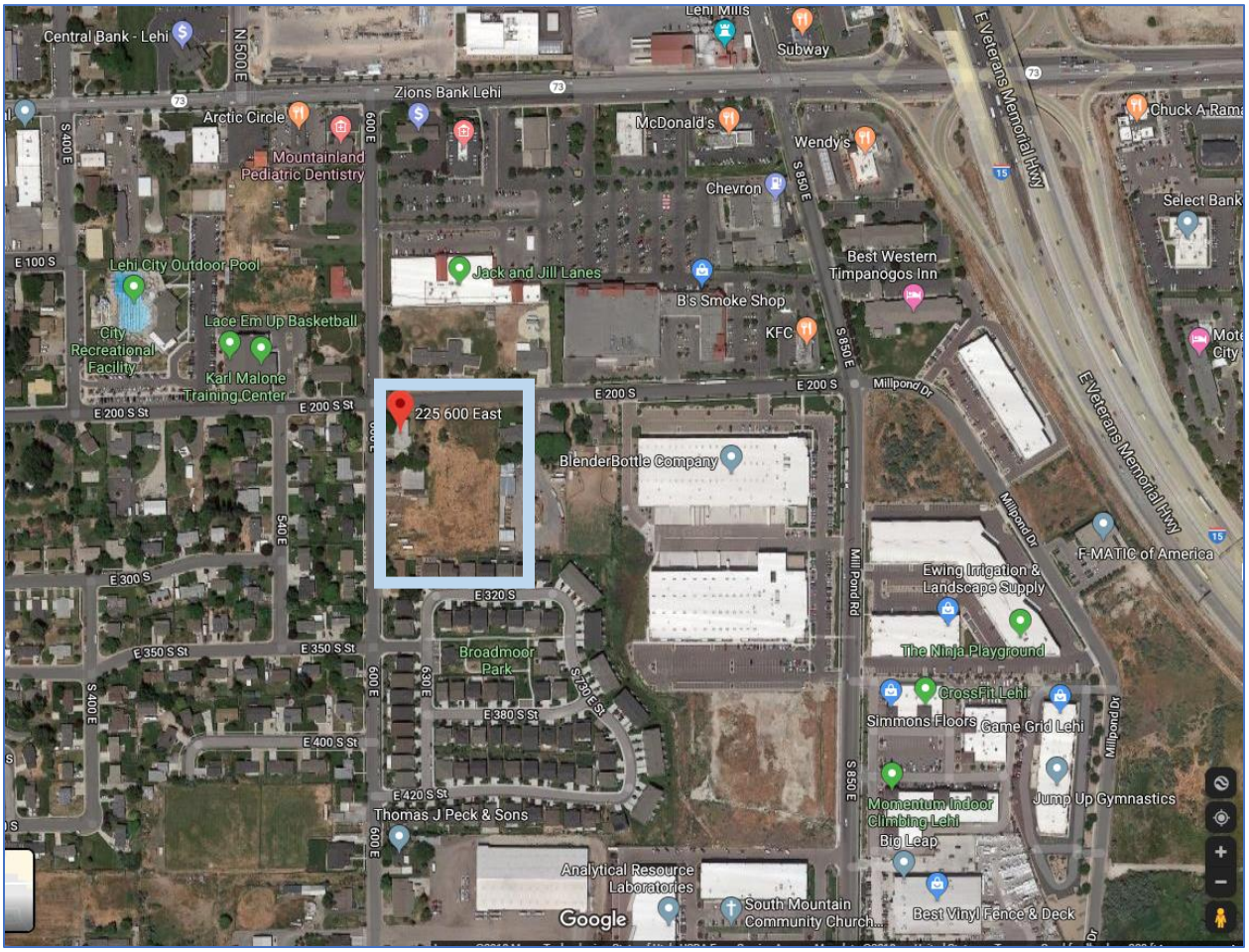
PINE SPRINGS ZONE CHANGE LEGAL DESCRIPTION

Parcel ID 13:012:0058

Legal Description: COM S 2161.87 FT & E 31.45 FT FR N 1/4 COR.SEC. 16, T5S, R1E, SLB&M.; N 87 DEG 55' 0" E 326.75 FT; S 0 DEG 26' 0" W 415.59 FT; S 89 DEG 54' 36" W 217.49 FT; S 1 DEG 34' 12" E 8.93 FT; N 89 DEG 42' 0" W 103.63 FT; N 1 DEG 11' 0" W 399 FT TO BEG. AREA 3.094 AC.

a./b. Reason for Justification for Proposed Amendment and Consistency of the Proposed Amendment with the goals and policies of the General Plan.

The Proposed Amendment is consistent with the current change in the general plan.



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

Currently parcel 13012258 is in the Zone District TH5. Across the street to the north is zoned commercial. It has heavy commercial to the east and intermediate high density residential to the south. Directly north in the commercial zone, is the Medallion Supported Living Center.

d./e. Effect on Surrounding Area and Gain to the Public Health:

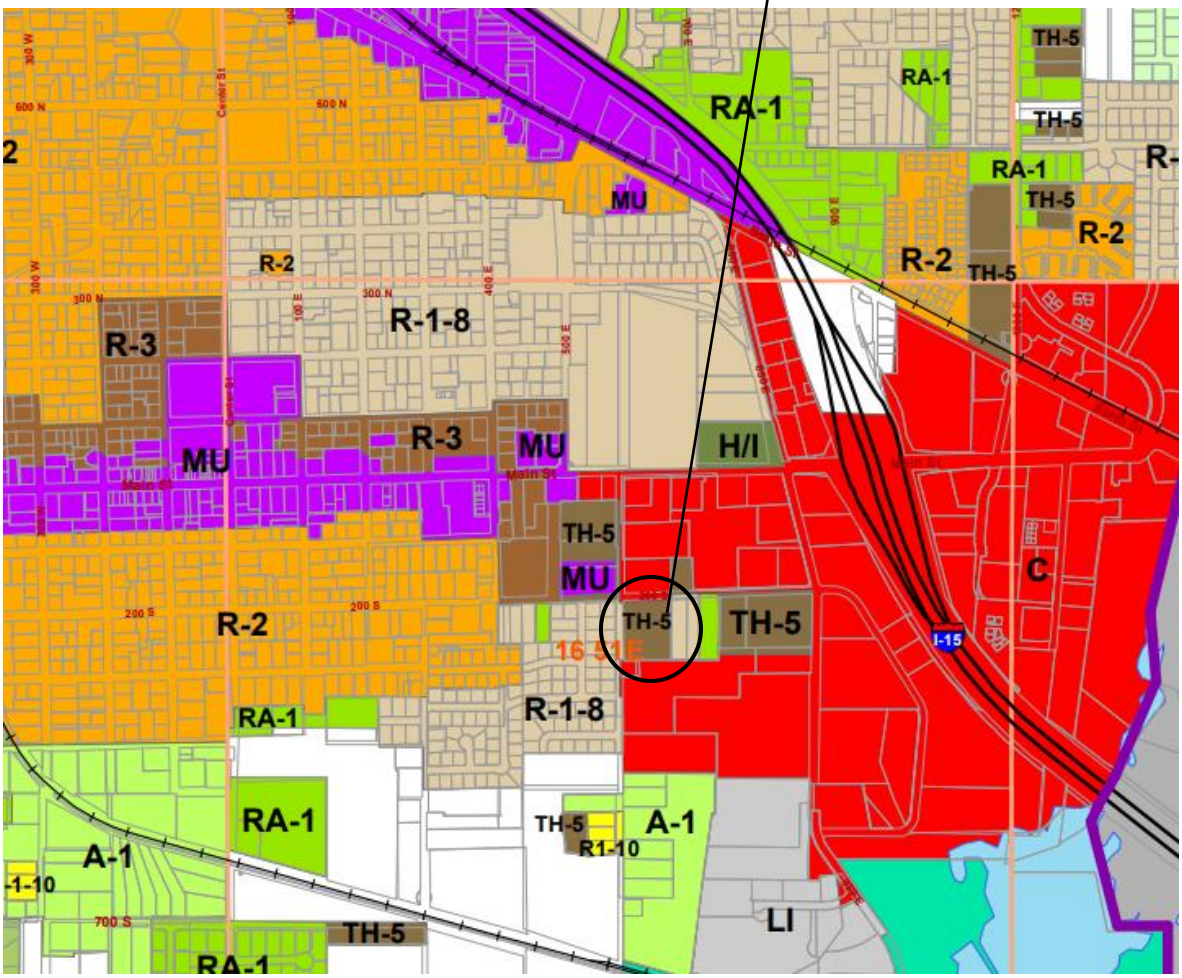
The plan for the buildout of this project is to keep it consistent with the area with townhomes being the focus of the project.

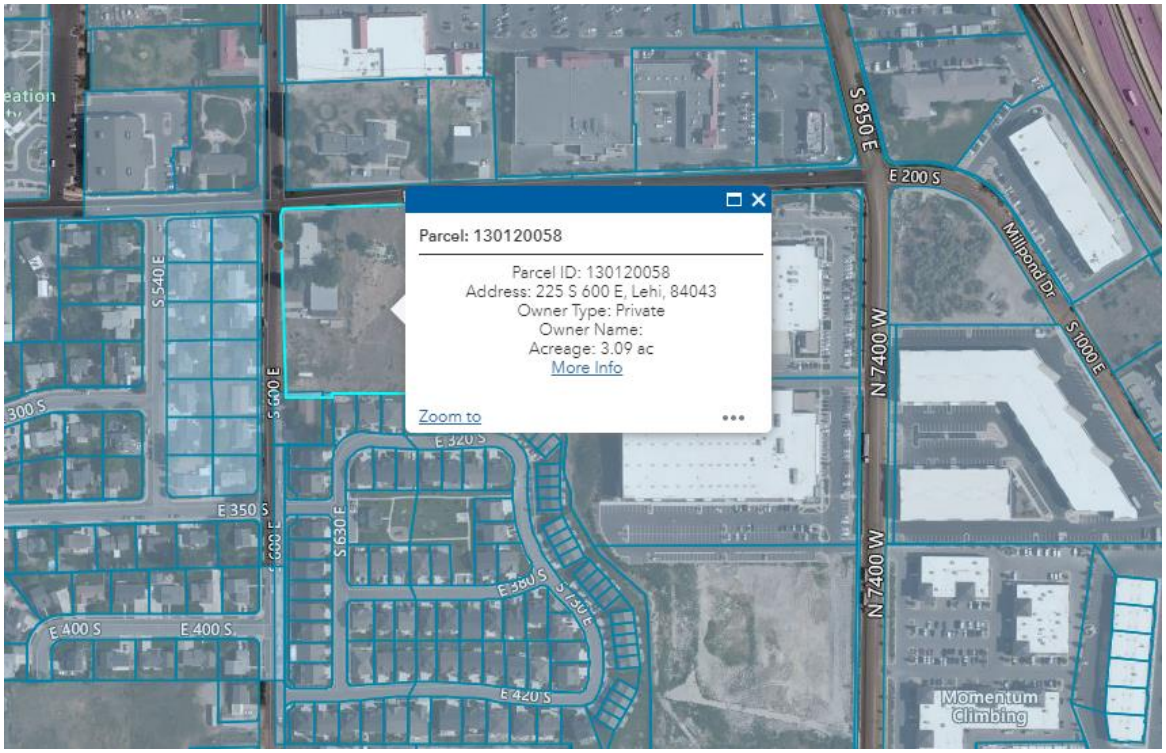
Changing the Zone to HDR on this 3.09 acres would work well for the location. There are several stores and services that could benefit from and support multifamily units in the area. With great access to major crossroads along 600 East and 200 South and on to I-15 through the commercial zoned area, traffic would cause very little disturbance to any residential area.

Having more affordable homes would service small families and individuals that prefer not to have yard work and commute along I-15. A larger population would provide a larger tax base for the city.

Property Address: 225 S 600 E, Lehi, UT

Application Submittal Requirements: 1 and 2





Pine Springs Zone Change

Aerial



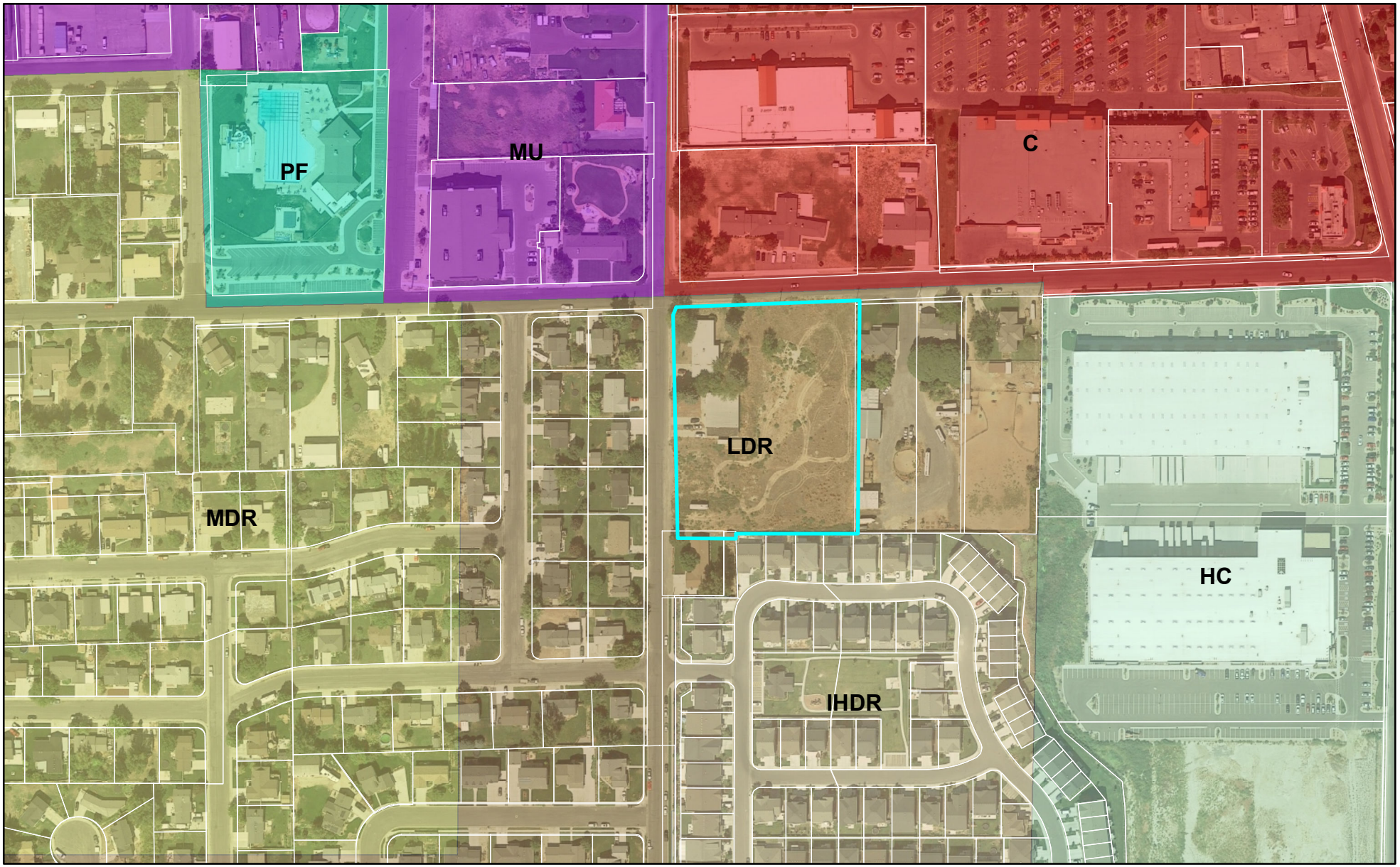
0 290 580 Feet

250

LEHI CITY

Pine Springs Zone Change

General Plan

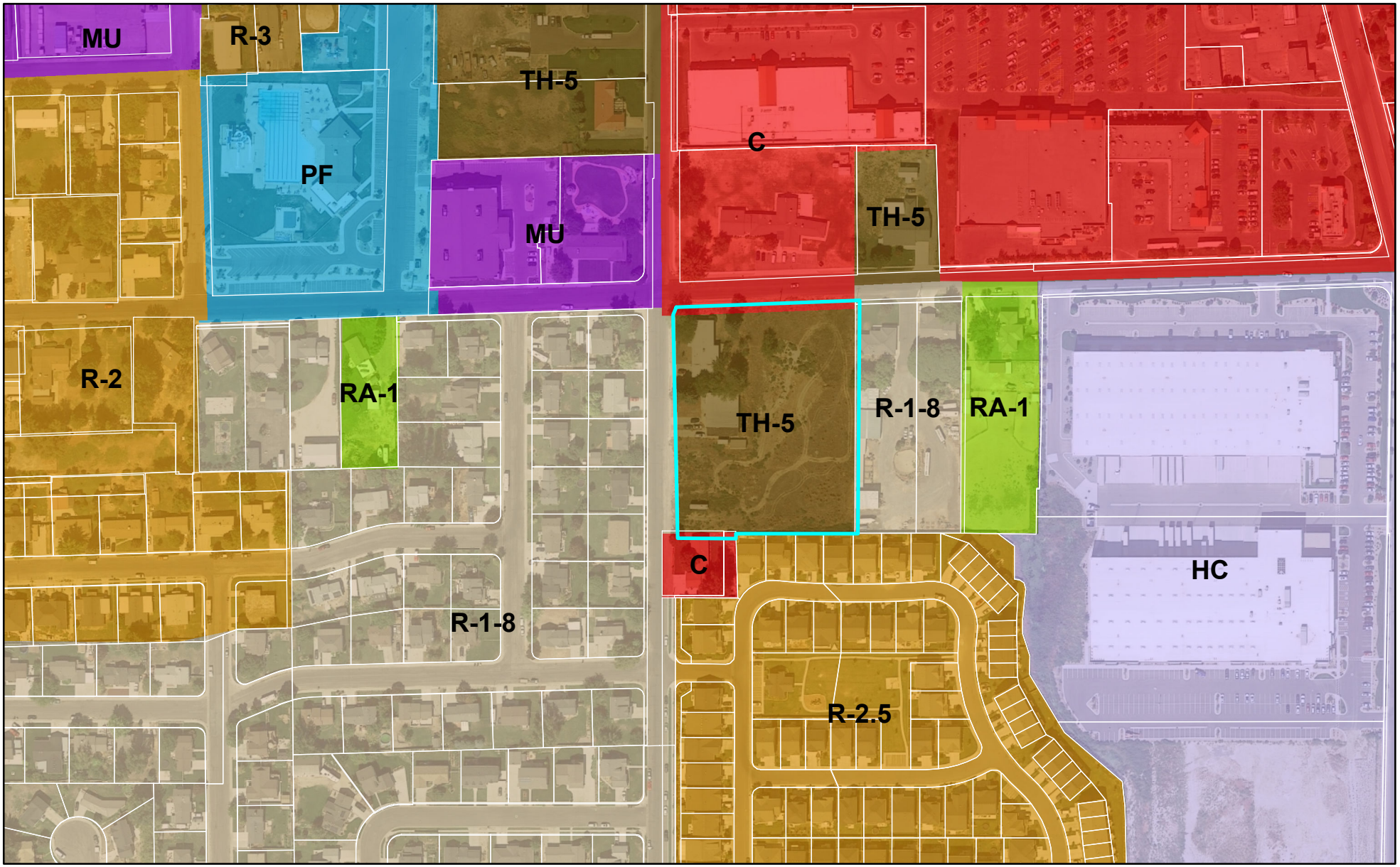


0 290 580 Feet

LEHI CITY

Pine Springs Zone Change

Zoning



LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Jacketta M. Clark Annexation, approximately 12.29-acres of property located at 1300 South 2000 West with proposed R-1-22 (residential/agriculture) zoning.
a. Public Hearing
b. Consideration of Ordinance #19-2020 approving the Jacketta M. Clark Annexation
c. Consideration of Resolution #2020-18 approving the Jacketta M. Clark Annexation Agreement
Petitioner: PHI Properties

Suggested Action:

Attachments:
CCR Jacketta M. Clark Annexation - Final Approval 03.31.20.docx

Jacketta M. Clark Annexation DRC 01.29.20.docx

Ordinance -Jacketta M. Clark Annexation 03.31.20.docx

Res 2020-18.pdf

Jacketta M. Clark Annexation narrative.pdf

Jacketta M. Clark Annexation plat.pdf

Jacketta Clark AnnexAgreement 03.11.2020.docx

clark annexation aerial.pdf

clark annexation gp.pdf

clark annexation zoning.pdf

JACKETTA M. CLARK ANNEXATION

CITY COUNCIL REPORT

Applicant	PHI Properties		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Approval of a proposed annexation		
Location	Approximately 1300 South 2000 West		
Requested Zoning	R-1-22		
General Plan Land Use Designation	VLDRA (Very Low Density Residential Agriculture)		
Acreage	12.29 acres		
Existing Land Use	Undeveloped		
Adjacent Zoning and Land Use	*North*	RA-1/TH-5	Single family residential
	South	R-1-8	Meadows at Lakeside Subdivision
	East	Utah County	Single family home/Agriculture
	West	R-1-22	Snow's Springs Subdivision
Date of DRC Review	January 29, 2020		
Date of City Council Acceptance	February 11, 2020		
Date of Planning Commission Review	February 27, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

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

APPLICABLE GENERAL PLAN POLICIES

Very Low Density Residential/Agricultural (VLDRA)

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

The VLDRA designation is also intended to encourage creativity and flexibility of planning and design through the use of Planned Residential Design projects and Planned Unit Developments, where clustering and open space, with a variety of lot sizes and a range of housing choices can be accomplished while still maintaining a base density of 1.75 units per acre. Applicable Zoning District classifications, depending on the area, include R-1-22 and A-1. RA-1 may also be permitted on properties that are no larger than 2 acres in size. Although new development in VLDRA areas is allowed, the existing agricultural uses will be encouraged to remain, and leap frog development into primarily agricultural areas will be discouraged. Growth should be directed in an orderly manner, growing outward from existing developed areas where public facilities are available.

PROPERTY HISTORY

January 14, 2020: The City Council approved a residential Concept plan for the Clark Property.

REPORT ANALYSIS

The applicant requests approval of the proposed Jacketta M. Clark Annexation which includes 12.29 acres of property located at approximately 1300 South 2000 West. The proposed annexation would allow for the development contemplated with Clark property concept plan, which the City Council approved on January 28, 2020. The General Plan designates this property as VLDRA (Very Low Density Residential Agriculture) which would allow for the proposed R-1-22 zoning.

This annexation is being done by resolution because the property is part of an existing county island. The DRC had five general comments which included the comment that the owner must complete the required water dedication for the R-1-22 zone. The amount of culinary water is .79-acre feet per acre of property and irrigation water is 2.90-acre feet per acre of property.

Please consider all DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the Jacketta M. Clark Annexation, including the DRC comments from January 29, 2020. This recommendation is based on the following findings:

1. The proposed R-1-22 zoning is consistent with the General Plan designation of VLDRA.
2. The proposed application conforms to the goals and policies of the General Plan.
3. The proposed application does not affect the health, safety, welfare, and morals of the City.
4. Other findings as determined at the public meeting.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed annexation on February 27, 2020. The minutes and motion from this meeting are as follows:

3.2 Public hearing and recommendation of PHI Properties request for review of R-1-22 (residential/agriculture) zoning on the Jacketta M. Clark Annexation, approximately 12.29-acres of property located at 1300 South 2000 West.

Sierra Pierson presented information on agenda item.

The applicant was not present to represent the agenda item.

Commissioner Hemmert opened public hearing on agenda item 3.2.

Annette Gomm had questions on zoning, public comment, noticing requirements, and Planning Commission proceedings. She was concerned about proper noticing of the agenda item and asked if there would be another opportunity to give public input. She stated she has asked some of her neighbors if they had been noticed and felt that there had been inadequate notice. She asked if it was possible to request a more comprehensive effort of noticing. She was concerned about traffic if item is approved. She expressed concern about the City looking after themselves and not talking the public into consideration. She stated that the lots were not half acre lots and that if it is planned for a half acre lots then it should be expected to be half acre lots. Mrs. Gomm also stated the City needs to find another way to get parks.

Commissioner Hemmert explained the process of noticing and the normal Planning Commission proceedings and stated that Staff has adhered to the codes and laws for noticing this item. He stated a comprehensive traffic study will be conducted to help with the plan of the annexation. He stated this is preliminary phase.

Justin Cropp stated he was at the concept plan meeting. He was concerned the backyards don't line up and that there were not any half acre lots at the meeting he attended. He is concerned about the zoning change will affect the school near Dry Creek and Pioneer Crossing being heavily affected with traffic. He was concerned about exceptions being made for pre-planned lots. He would like the lots to line up so there aren't double fences.

Commissioner Hemmert closed public hearing on agenda item 3.2

Commissioner Hemmert asked Staff if they see a concept before zoning is improved wouldn't developers have to comply with the zoning.

Mike West stated a concept plan is to receive feedback and to see if what the applicant is proposing is feasible. The concept was done in anticipation of the R-1-22 zone. Some of the lots are smaller because of the creek channel and potential flooding risk.

Commissioner Hemmert stated if a concept plan was approved with smaller acres that the Commissioners can't do much about it, but City Council can. He recommended that Mrs. Gomm take Ross Dinsdale's business card to keep in contact with Staff to express her concerns and stay updated on the item. Commissioner Everett stated there was a lot of public the night the original plan came to Planning Commission. He confirmed that all of the lots were a little under half acre because of the trail. He stated the item could be tabled when the applicant was present or move forward. Commissioner Peterson stated there were two things to consider, that concept has already been approved, and that zoning in a VLDR area is appropriate for the general plan. Commissioner Everett stated the public was not against R-1-22 zoning it was traffic and schools.

Commissioner Hemmert stated he would entertain a motion.

Motion: Commissioner Nielsen moved to recommend approval of PHI Properties request for review of R-1-22 (residential/agriculture) zoning on the Jacketta M. Clark Annexation, approximately 12.29-acres of property located at 1300 South 2000 West; including all DRC comments from January 29, 200 and based on the recommendations in the Staff report. Commissioner Bunker seconded.

Vote: Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Peterson, yes; Commissioner Hemmert, yes; Commissioner Nielsen, yes; Commissioner Bunker, yes; Commissioner Hereth, yes. The motion passed unanimously.

Jacketta M. Clark Annexation
DRC Redline Comments

*PHI Properties - requests review of the **Jacketta M. Clark Annexation**, approximately 12.29-acres of property located at 1300 South 2000 West with a proposed R-1-22 zoning.*

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: David Peterson
Date of Plans Reviewed: 1/23/20
Time Start: 11:30 am
Time End: 11:32 am

DRC REPORT:

1. **Critical Issues:**

2. **Location of existing and proposed City facilities**

   Water and sewer utilities are in 1300 South and 1450 South. Waterlines in 1300 South are master planned to be a 16" Pressurized Irrigation line and a 12" Culinary waterline. The sewer line in 1300 South is master planned to be 10"

3. **Zoning required or recommended**

   R-1-22

4. **Distances to schools/parks/shopping**

   Snow Springs Elementary School- 0.45 miles

   Willow Creek Middle School- 1.23 miles

   Lehi High School- 2.52 miles

   Kohler's Shopping- 2.25 miles

5. **Transportation**

   Improvements on 1300 south will need to be done with this project. Also, the new standard ROW for Lehi City is 62 feet, 5' sidewalk and 7' planter. Also, the new sidewalk thickness is 6".

DRC GENERAL COMMENTS:

General: RMP ATA required.

1. Suggest increasing hatch length on the existing City boundary line to more clearly delineate the boundary.
2. We don't need the County Attorney's or Boundary Commissions' signature lines in the signature block.
3. An annexation agreement will be required as part of the annexation process. The applicant is responsible to request a copy of the draft agreement prior to the final City Council meeting.
4. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

5. As a condition of recording the annexation and prior to submission of an application for preliminary subdivision, the owner needs to complete the required water dedication for the R-1-22 Zone. The amount of culinary water is .79 acre feet per acre and irrigation water is 2.90 acre feet per acre.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON FEBRUARY 11, 2020.

(PLANNING STAFF - REMEMBER TO SEND AN ELECTRONIC COPY OF THE ANNEXATION PLAT TO THE COUNTY SURVEYOR'S OFFICE FOR THEIR "PRE CHECK")

ORDINANCE NO: 2020-__

AN ORDINANCE APPROVING THE JACKETTA M. CLARK ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the "Jacketta M. Clark Annexation", located at approximately 1300 South 2000 West further identified by Exhibit "A" pursuant to the provisions of Section 10-2-418 of the Utah Code; and

WHEREAS, the Lehi City Council conducted a public hearing on the 31st day of March 2020, after having published notice as also required by Section 10-2-418 of the Utah Code; and

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

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

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

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

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

Section 4. The Mayor is hereby authorized to sign this ordinance. Once all conditions precedent to the Annexation have been complied with, including the water dedication requirement described in Chapter 27 of the Lehi City Development Code, the City Recorder is directed to file the transparent reproducible Annexation Plat, together with a certified copy of this ordinance in the office of the Utah County Recorder

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

Approved and adopted by the Lehi City Council this 31st day of March 2020.

ATTEST

_____	_____
MARK JOHNSON, Mayor	Teisha Wilson, City Recorder

EXHIBIT “A”

Jacketta M. Clark Annexation Legal Description

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF SNOW'S SPRINGS SUBDIVISION, PLAT A (SAID POINT ALSO BEING LOCATED N 00°07'46" W 1015.68 FEET ALONG THE SECTION LINE AND EAST 1622.40 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M); RUNNING THENCE S 00°25'05" W 963.66 FEET ALONG THE EAST BOUNDARY OF SAID SUBDIVISION; THENCE ALONG FENCES THE FOLLOWING COURSES AND DISTANCES: S 87°21'58" E 138.34 FEET, N 35°02'57" E 51.61 FEET, N 55°24'19" E 497.92 FEET, S 88°59'47" E 74.32 FEET TO A REBAR AND CAP MARKED TORGERSEN ENGINEERING AT A FENCE CORNER, N 01°39'47" E 33.34 FEET TO A WOOD POST AT A FENCE CORNER, N 13°46'34" E 41.63 FEET, N 07°28'39" E 20.00 FEET TO A REBAR AND CAP MARKED TORGERSEN ENGINEERING, N 00°01'58" W 549.19 FEET TO A REBAR AND CAP MARKED LS 3269 AT A FENCE CORNER, AND N 89°41'22" W 658.17 FEET TO THE POINT OF BEGINNING. CONTAINING 12.29 ACRES.

BASIS OF BEARINGS IS S 00°25'05" W (913.66 FEET) ALONG SUBDIVISION BOUNDARY FROM THE NORTHEAST CORNER OF LOT 49 TO THE SOUTHEAST CORNER OF LOT 41 OF SNOW'S SPRINGS SUBDIVISION, PLAT A, ACCORDING TO THE OFFICIAL PLAT THEREOF (ENTRY NO. 85523, UTAH COUNTY RECORDER'S OFFICE).

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LEHI CITY

RESOLUTION NO. 2020-18

A RESOLUTION APPROVING THE JACKETTA M CLARK ANNEXATION AGREEMENT.

WHEREAS, PHI Properties desires to annex certain property into the City of Lehi; and

WHEREAS, Lehi City is willing to annex the said property according to the terms of the Annexation Agreement; and

WHEREAS, on March 17, 2020, the Municipal Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the record.

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the Joyce Jones Annexation Agreement is approved and the Mayor is authorized to sign the agreement.

Approved and Adopted by the City Council of Lehi City this 17th day of March, 2020.

Attest:

_____
Mark Johnson, Mayor

_____
Teisha Wilson, City Recorder

Jacketta M. Clark Annexation information

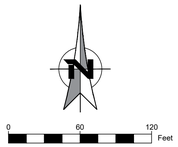
January 17, 2020

1. The topography is mild with slopes toward the Southwest. The natural vegetation includes natural grasses and farmed fields.
2. The existing land use includes an existing home and farmed fields. The proposed land use is for residential development.
3. The current population is 1 residential home. The potential residential density is approximately 21 residential homes.
4. The proposed annexation will comply with Lehi City's land use goals and policies by adhering to applicable residential design codes that would apply to the proposed zoning.
5. The current demand on city provided facilities is that required for 1 home. The potential demand will increase by 20 residential homes. The property fronts on an existing city road so access to the property and access to necessary facilities is available.
6. Water rights are available for dedication. The developer has a credit with Lehi City to use or can provide underground water rights that are associated with the property or can provide Lehi Irrigation shares.

JACKETTA M. CLARK ANNEXATION

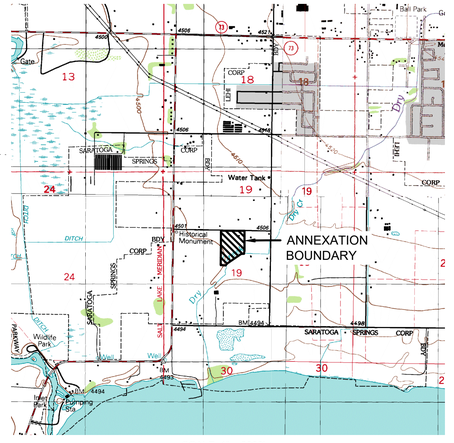
LOCATED IN THE NW1/4 OF SECTION 19, TOWNSHIP 5 SOUTH , RANGE 1 EAST , S.L.B.&M.
LEHI, UTAH COUNTY, UTAH





LEGEND

- ANNEXATION BOUNDARY
- 1/4 SECTION LINE
- DEED LINE
- STREET CENTERLINE
- LEHI CITY BOUNDARY
- CURB & GUTTER, SIDEWALK
- FENCE
- ASPHALT ROAD
- FOUND REBAR & CAP MARKED A.L.M.
- FOUND REBAR & CAP MARKED LS 3269
- FOUND REBAR & CAP MARKED LS 10516507
- FENCE POST AT PROPERTY CORNER
- SET REBAR & CAP MARKED TORGERSEN ENG.
- CALCULATED SECTION CORNER



SCALE: 1" = 2000'

TORGERSEN ENGINEERING

265 NORTH 600 EAST
RICHFIELD, UTAH 84701
(435) 893-0081
WWW.TORGENG.COM

DRAWING #	18119	DRAWN BY: RJB	DATE: 01/22/2020	CHECKED BY: GTT	DATE: 01/22/2020

SURVEYOR'S CERTIFICATE

I, G. THOMAS TORGERSEN, CERTIFY THAT I AM A LICENSED LAND SURVEYOR, LICENSE NUMBER 8205593, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER I HAVE DIRECTED A SURVEY OF THE REAL PROPERTY SHOWN ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT.

PROFESSIONAL LAND SURVEYOR
No. 8205593
G. THOMAS TORGERSEN
01/22/2020
STATE OF UTAH

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF SNOW'S SPRINGS SUBDIVISION, PLAT A (SAID POINT ALSO BEING LOCATED N 00°07'46" W 1015.68 FEET ALONG THE SECTION LINE AND EAST 1622.40 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M); RUNNING THENCE S 00°25'05" W 963.66 FEET ALONG THE EAST BOUNDARY OF SAID SUBDIVISION; THENCE ALONG FENCES THE FOLLOWING COURSES AND DISTANCES: S 87°21'58" E 138.34 FEET, N 35°02'57" E 51.61 FEET, N 55°24'19" E 497.92 FEET, S 88°59'47" E 74.32 FEET TO A REBAR AND CAP MARKED TORGERSEN ENGINEERING AT A FENCE CORNER, N 01°39'47" E 33.34 FEET TO A WOOD POST AT A FENCE CORNER, N 13°46'34" E 41.63 FEET, N 07°28'39" E 20.00 FEET TO A REBAR AND CAP MARKED TORGERSEN ENGINEERING, N 00°01'58" W 549.19 FEET TO A REBAR AND CAP MARKED LS 3269 AT A FENCE CORNER, AND N 89°41'22" W 658.17 FEET TO THE POINT OF BEGINNING. CONTAINING 12.29 ACRES.

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UTAH COUNTY RECORDER

COUNTY SURVEYOR APPROVAL

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

SURVEYOR SEAL

COUNTY SURVEYOR _____ DATE _____

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED LEHI CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO LEHI CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE JACKETTA M. CLARK ANNEXATION.

DATED THIS _____ DAY OF _____, A.D. 20_____.

MAYOR _____

ATTEST _____
RECORDER

RECORDER SEAL

BOUNDARY COMMISSION

POLICY DECLARATION ADOPTED BY LEGISLATIVE BODY OF _____
CITY ON _____, PROTESTS FILED BY: _____

BOUNDARY COMMISSION ACTION: _____
ANNEXATION READY TO RECORD
NO PROTESTS RECEIVED: _____
DATE
APPROVED BY COMMISSION: _____
DATE

_____
BOUNDARY COMMISSION CHAIRMAN

APPROVED AS TO FORM

COUNTY ATTORNEY _____ DATE _____

ANNEXATION PLAT

JACKETTA M. CLARK ANNEXATION

LEHI, UTAH COUNTY, UTAH
LOCATED IN THE NW1/4 OF SECTION 19, T. 5 S., R. 1 E., SLB&M
SCALE: 1"=60'

JACKETTA CLARK
ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____
MARK JOHNSON, Mayor Date

ATTEST:_____
MARILYN BANASKY, City Recorder
Lehi City, Utah

_____ _____ _____ _____
Property Owner Date Property Owner Date

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

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

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

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

EXHIBIT “A”

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF SNOW'S SPRINGS SUBDIVISION, PLAT A (SAID POINT ALSO BEING LOCATED N 00°07'46" W 1015.68 FEET ALONG THE SECTION LINE AND EAST 1622.40 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M); RUNNING THENCE S 00°25'05" W 963.66 FEET ALONG THE EAST BOUNDARY OF SAID SUBDIVISION; THENCE ALONG FENCES THE FOLLOWING COURSES AND DISTANCES: S 87°21'58" E 138.34 FEET, N 35°02'57" E 51.61 FEET, N 55°24'19" E 497.92 FEET, S 88°59'47" E 74.32 FEET TO A REBAR AND CAP MARKED TORGERSEN ENGINEERING AT A FENCE CORNER, N 01°39'47" E 33.34 FEET TO A WOOD POST AT A FENCE CORNER, N 13°46'34" E 41.63 FEET, N 07°28'39" E 20.00 FEET TO A REBAR AND CAP MARKED TORGERSEN ENGINEERING, N 00°01'58" W 549.19 FEET TO A REBAR AND CAP MARKED LS 3269 AT A FENCE CORNER, AND N 89°41'22" W 658.17 FEET TO THE POINT OF BEGINNING. CONTAINING 12.29 ACRES.

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EXHIBIT "B"

LEHI CITY
WATER RIGHT TRANSFER PROCEDURES

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

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

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

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

transferred to the City multiplied by 15.

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

a. Prepare warranty deed to transfer title to Lehi City

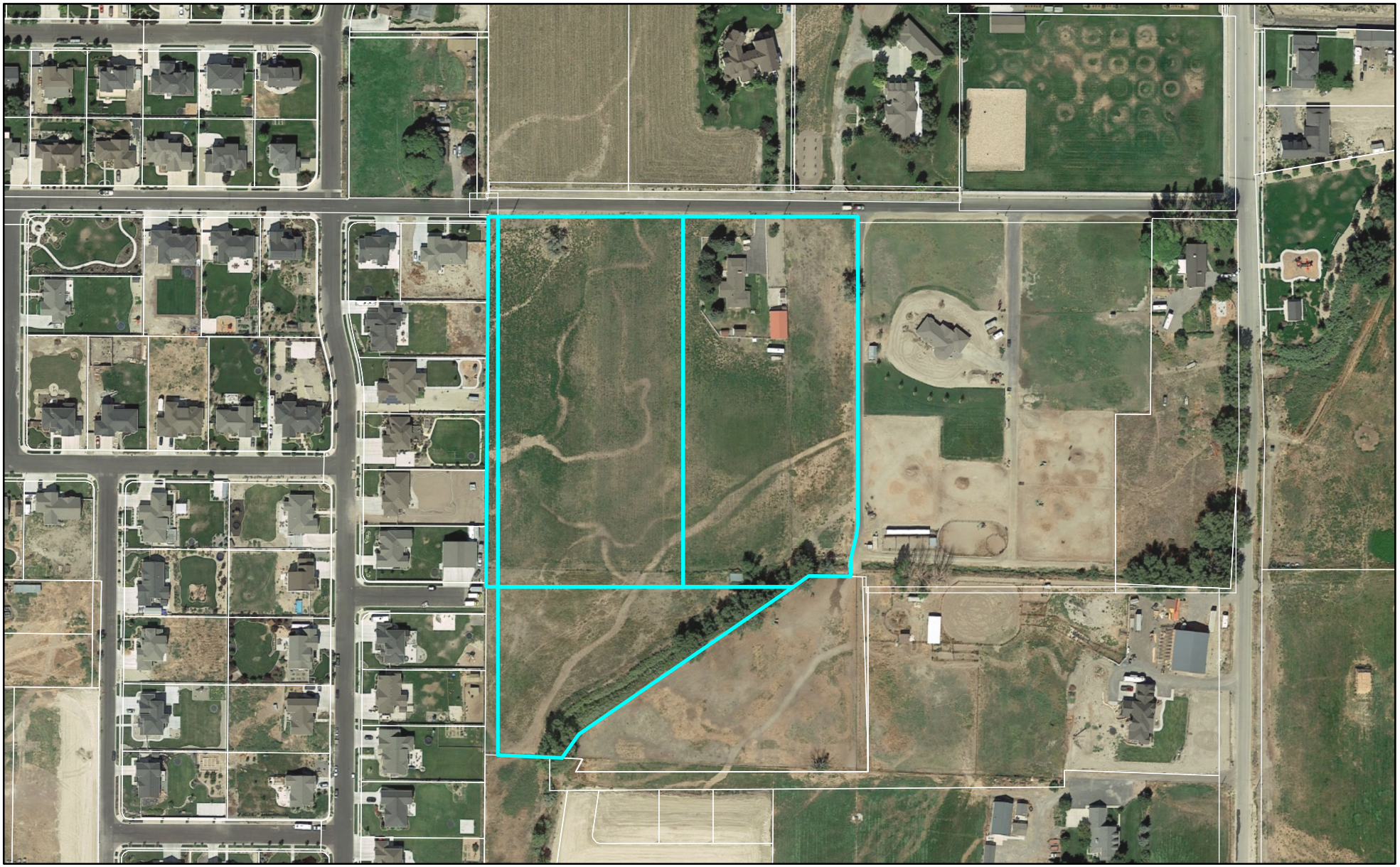
b. Record deed at the Utah County Recorder's Office

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

d. Deliver recorded deed to Lehi City

Jacketta M. Clark Annexation

Aerial

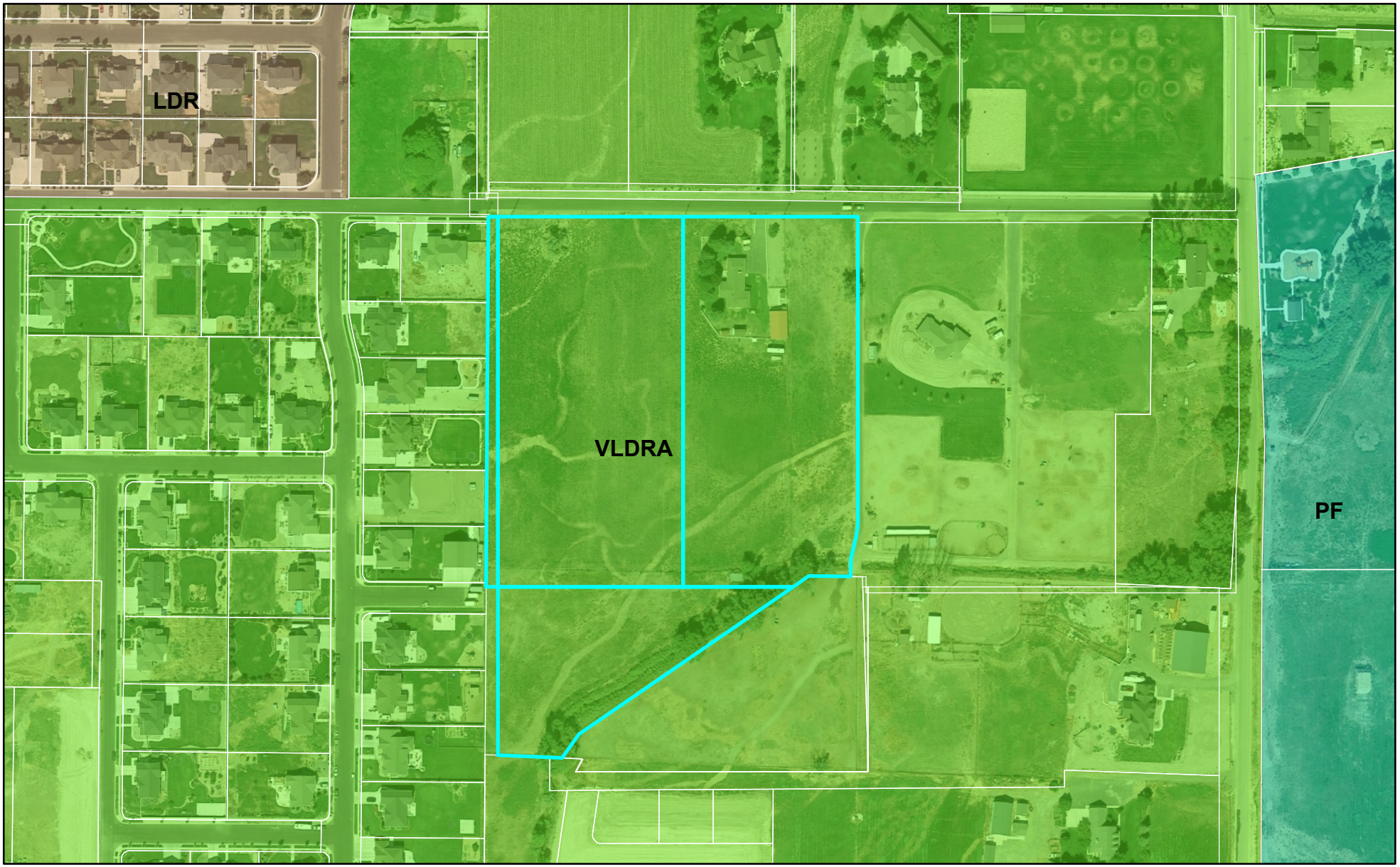


0 290 580 Feet

LEHI CITY

Jacketta M. Clark Annexation

General Plan

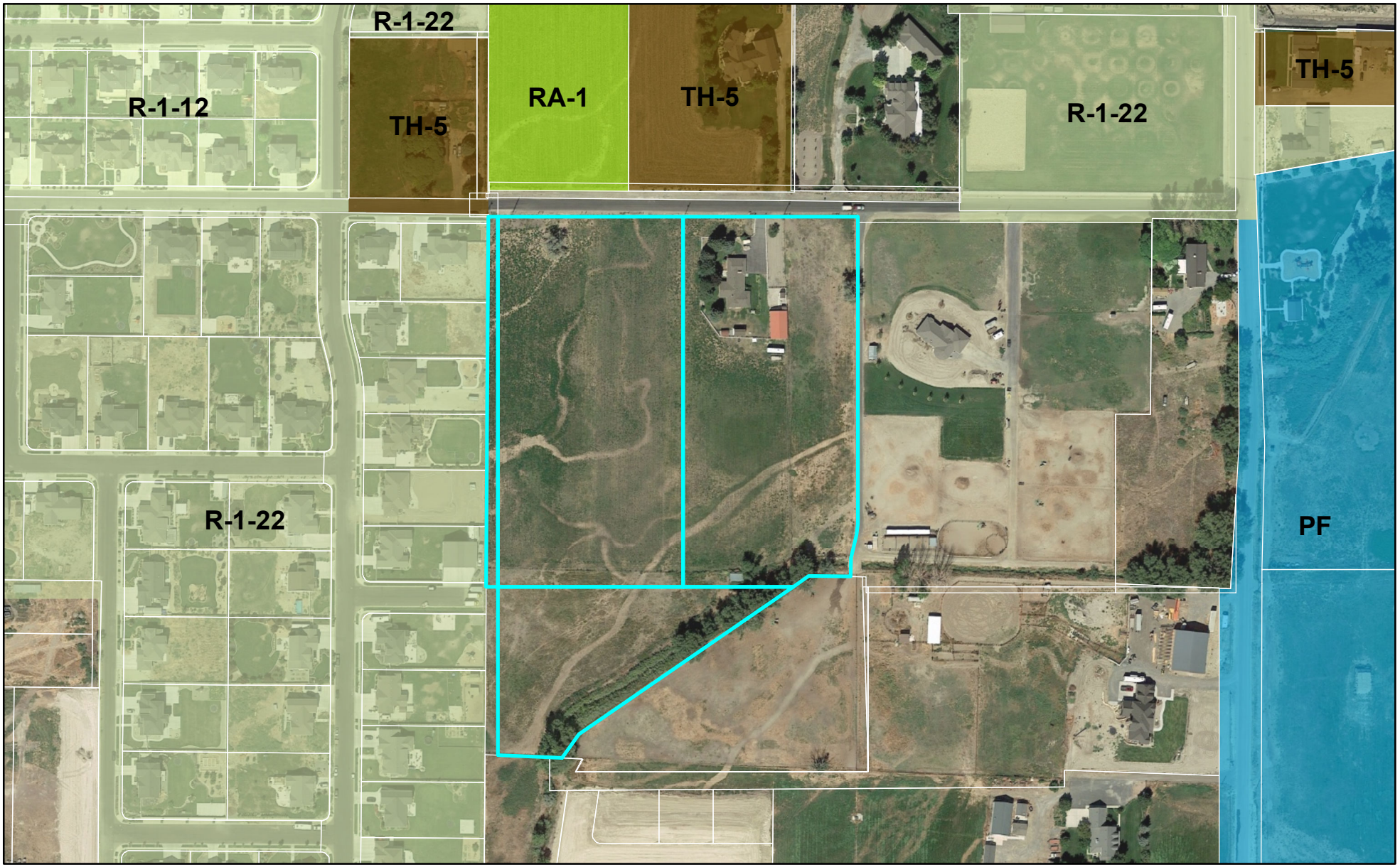


0 290 580 Feet

LEHI CITY

Jacketta M. Clark Annexation

Zoning



0 290 580 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Preliminary subdivision approval of Staten Farms Plat B, a 9-lot residential development located at 1340 North 2020 West.
Petitioner: Chad Staten

Suggested Action:

Attachments:
CCR Staten Farms Plat B Preliminary Subdivision 03.31.20.docx

Staten Farms Preliminary Subdivision DRC 02.05.20.docx

Staten Farms Preliminary Subdivision 02.05.20 drc response, plans.pdf

aerial.pdf

gp.pdf

zoning.pdf

STATEN FARMS PLAT B PRELIMINARY SUBDIVISION
CITY COUNCIL REPORT

Applicant	Chad Staten		
Meeting Date	March 13, 2020		
Requested Action/Purpose	Approval of a proposed preliminary subdivision		
Location	1340 North 2020 West		
Existing General Plan Designation	VLDRA (Very Low Density Residential Agriculture)		
Existing Zoning	R-1-22		
Existing Land Use	Single family residential		
Number of Lots/Units	9 lots		
Adjacent Zoning and Land Use	*North*	RA-1	Scottfield Acres Subdivision
	South	RA-1	Colony Point Plat B Subdivision
	East	RA-1	Colony Point Plat B Subdivision
	West	R-1-22	Staten Farms Subdivision
Date of DRC Review	February 5, 2020		
Date of Planning Commission Review	February 27, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

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

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

Section 37.030. Connectivity Standards

A. Residential Connectivity Standards. All new residential subdivisions with ten or more units or more than one acre shall meet the following connectivity index, block length, and cul-de-sac length standards for private and public roads.

1. Required Connectivity Index. The minimum required connectivity index shall be required based on the project density as identified in the following table of minimum connectivity index scores:

Density	Index Score
0-2.5 DU/AC	1.5
2.6-4 DU/AC	1.6
4.1+ DU/AC	1.75

a. Reduction in Required Connectivity Index. The required connectivity index may be reduced if the applicant provides clear and convincing evidence that it is impracticable to achieve due to:

i. road grades that exceed ten percent
ii. Jordan River;
iii. Utah Lake;
iv. delineated wetlands;
v. other significant natural or historic features;
vi. existing adjacent development;
vii. rail corridors; or
viii. limited access roadways.

b. Reductions in the required connectivity index will be reviewed on a case-by-case basis and shall require positive recommendations from the reviewing departments and Planning Commission and approval by the City Council.

c. The total allowed reduction to the required connectivity index shall be based on an analysis of existing conditions that prevent connections. As part of the analysis, City staff shall ensure the internal connectivity of the subdivision meets the required connectivity index and that connectivity is provided to adjacent properties where possible.

PROPERTY HISTORY

December 11, 1978	This property was annexed as part of the Lehi Meadows Addition.
June 13, 2017	The Staten Farms final subdivision was approved by the City Council.

REPORT ANALYSIS

The applicant requests preliminary subdivision approval of Staten Farms Plat B, a 9-lot residential development located at 1340 North 2020 West in an approved R-1-22 zone. This report will discuss the proposed layout, connectivity standards, and the DRC comments.

Proposed Layout

The residential subdivision will consist of nine lots on approximately 5.544 acres. The nine proposed lots range in size from 22,000 to 26,600 square feet which meets the minimum lot size requirement for the R-1-22 zone. The proposed preliminary subdivision shows all lots meeting the street frontage requirement of 100 feet. The residential subdivision will have an overall density of approximately 1.62 units per acre. The proposed density for the project is consistent with the current R-1-22 zone which allows a maximum density of 1.75 units per acre.

Connectivity Standards

The proposed project, because it is more than one acre, must meet the minimum connectivity index of 1.5 and maximum cul-de-sac length of 400 feet. However, exceptions are needed to the connectivity index and maximum cul-de-sac length requirements because there are no potential options for road stubs to the north, south, or east due to existing developments. The proposed subdivision connects to the road stub to the west from the Staten Farms subdivision.

DRC Comments

The DRC had no comments on the proposed preliminary subdivision.

PLANNING DIVISION RECOMMENDATION

Planning staff recommends **APPROVAL** of the proposed Staten Farms Plat B preliminary subdivision, including the DRC comments from February 5, 2020. This recommendation is based on the following findings:

1. The proposed lot sizes and density are consistent with the R-1-22 zoning.
2. The proposed subdivision conforms to the goals and policies of the General Plan.
3. The proposed subdivision is not detrimental to the public health, safety, and welfare of Lehi City.
4. The proposed subdivision meets the requirements of the Lehi City Development Code regarding subdivision approvals.
5. Other findings based upon information presented at the public meeting.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed preliminary subdivision on February 27, 2020. The minutes and motion from this meeting are as follows:

3.3 Public hearing and recommendation of

Sierra presented information on agenda item.

The applicant, Fred Clark who is the Engineer for the applicant, was present and nothing to add.

Commissioner Hemmert opened public hearing on agenda item 3.3.

Commissioner Hemmert closed public hearing on agenda item 3.3.

Commissioner Hemmert stated he would entertain a motion.

Motion: Commissioner Everett moved to recommend approval of Chad Staten's request for preliminary subdivision review of Staten Farms Plat B, a 9-lot residential development located at 1340 North 2020 West; including all DRC comments from the February 5, 2020 and based on the recommendations in the Staff report. Commissioner Peterson seconded.

Vote: Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Peterson, yes; Commissioner Hemmert, yes; Commissioner Nielsen, yes; Commissioner Bunker, yes; Commissioner Hereth, yes. The motion passed unanimously.

Staten Farms B Preliminary Subdivision
DRC Redline Comments

*Chad Staten- requests preliminary subdivision review of **Staten Farms Plat B**, a 9-lot residential development located at 1340 North 2020 West.*

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Chad Staten, Fred Clark
Date of Plans Reviewed: 01/29/20
Time Start: 1:05 pm
Time End: 1:15 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Kim – Planning: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Trent – Parks: No comments

PRIOR TO PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements.
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Required water dedication must be completed.
5. Reimbursement Agreement for any reimbursable improvement items must be in place.
6. Include surveyor's and engineer's stamps and signatures on the construction drawings.
7. Show lot addresses on the final plat (must coordinate with Planning Division).
8. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
9. Irrigation Company signature on the construction drawings for the irrigation piping.
10. Provide a recordable easement document for all necessary off-site easements (temp. turnarounds, utilities, power, etc).
11. Submit a copy of all required licenses (railroad, UDOT, UTA, aqueduct, canal, etc).
12. Provide a signed development agreement (prepared by Lehi City Planning Department).
13. Provide a Rocky Mountain Power agreement and cost estimate for the relocation of the RMP power poles which shall be included in the bond. The developer is responsible to pay all costs for relocation at the time the bond is posted.
14. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
15. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
16. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division for review and approval (signed by Mayor). Final Agreement to be recorded by developer.
17. Address any comments or conditions from City Council approval.
18. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
19. Planner needs to sign off on building plans prior to the precon meeting

PRIOR TO RECORDING OF PLAT:
1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.

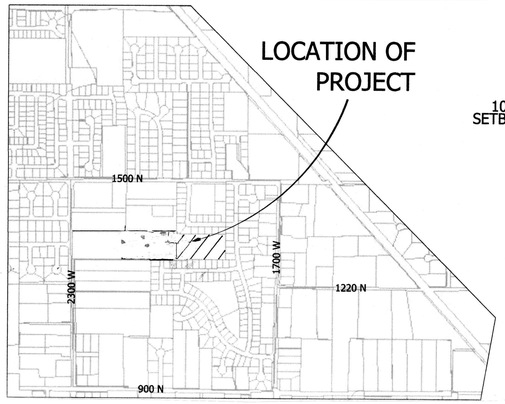
Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

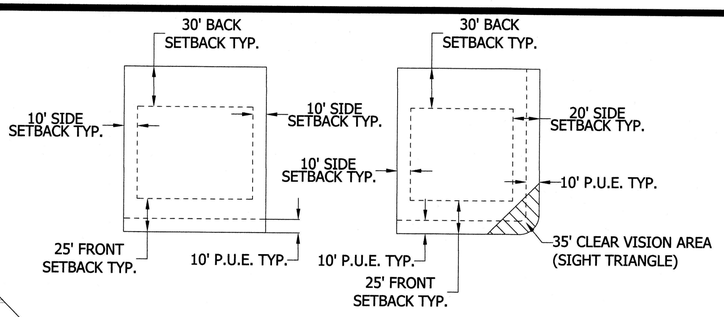
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. Provide a recorded copy of required boundary line agreement(s).
7. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
8. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

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

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISION ON FEBRUARY 27, 2020.





TYPICAL LOT SETBACKS

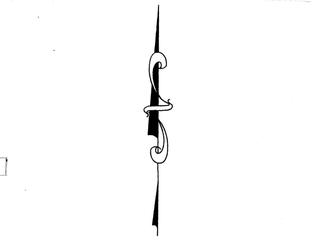
NOTES:

1. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
2. **SEE SOILS REPORT FOR FOUNDATION DETAILS.**
3. ALL PROPERTY CORNERS TO BE MARKED AND PINS SET IN THE TOP OF CURB

TABULATIONS	
TOTAL ACREAGE	5.544 AC
NUMBER OF LOTS	9
UNITS PER ACRE	1.62
ACREAGE IN ROW	0.886 AC
LANE MILES	0.09 M

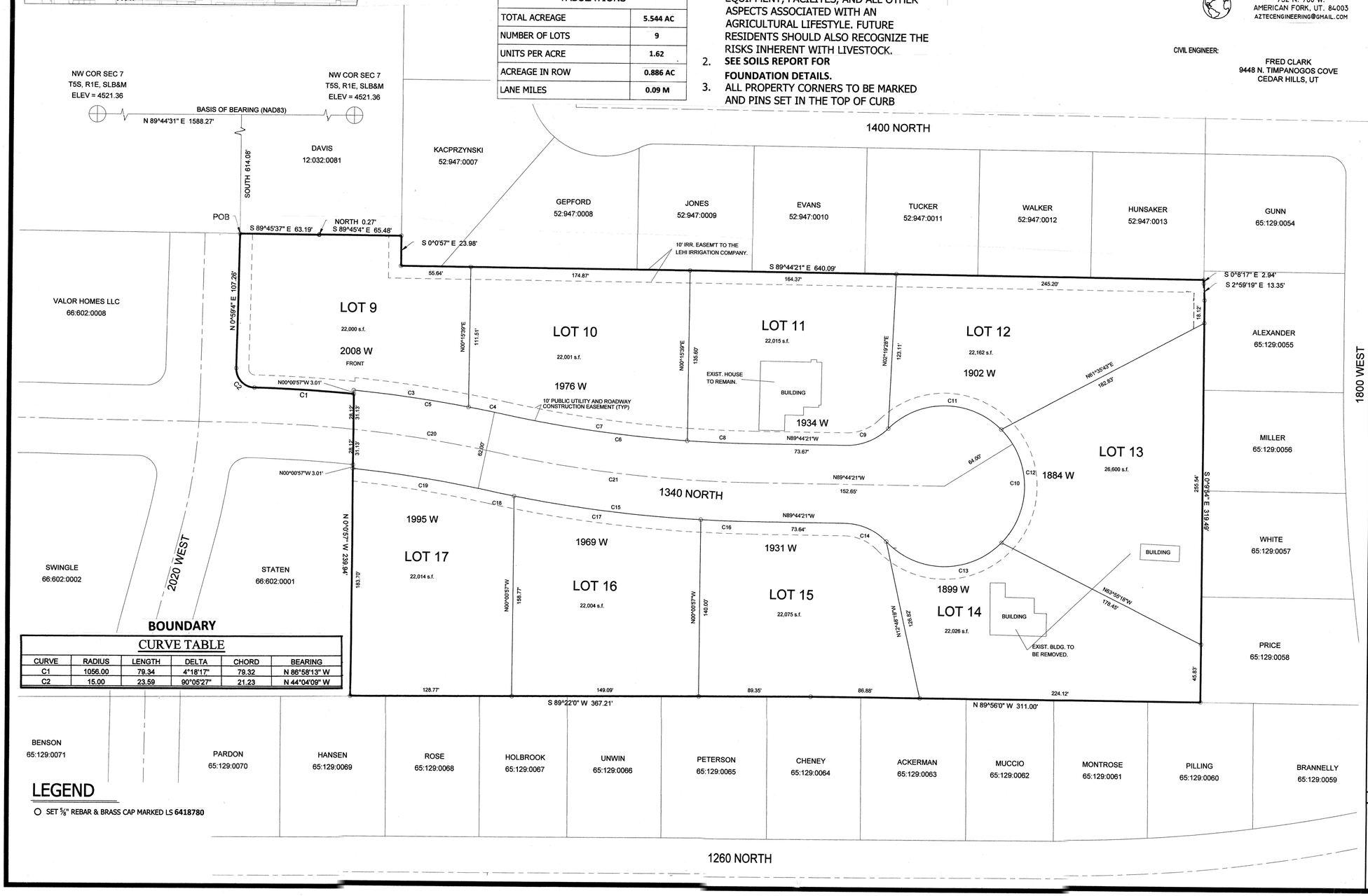
CURVE DATA

Curve #	Radius	Delta	Length	Tangent	Chord/Brg
C3	1059.00'	5°00'24"	92.54'	46.30'	92.51' N82-1
C4	1059.00'	1°35'24"	29.39'	14.69'	29.39' N79-0
C5	1059.00'	6°35'48"	121.92'	61.03'	121.86' N81-3
C6	997.00'	11°30'11"	200.16'	100.42'	199.83' N83-5
C7	997.00'	8°27'57"	147.31'	73.79'	147.18' N82-2
C8	997.00'	3°02'14"	52.85'	26.43'	52.84' S88-1
C9	47.00'	45°21'21"	37.21'	19.64'	36.24' N57-3
C10	64.00'	270°42'41"	302.39'	0.00'	89.95' S00-1
C11	64.00'	89°31'18"	100.00'	63.47'	90.13' S89-3
C12	64.00'	89°31'24"	100.00'	63.47'	90.13' N00-4
C13	64.00'	91°39'59"	102.39'	65.89'	91.82' S89-4
C14	47.00'	45°21'21"	37.21'	19.64'	36.24' S67-0
C15	1059.00'	11°30'10"	212.61'	106.66'	212.25' N83-5
C16	1059.00'	2°13'35"	41.15'	20.58'	41.15' S88-3
C17	1059.00'	8°07'33"	150.19'	75.22'	150.06' N83-2
C18	1059.00'	1°09'02"	21.27'	10.63'	21.27' N78-4
C19	997.00'	6°16'30"	109.19'	54.65'	109.14' N81-2



SURVEYOR: AZTEC ENGINEERING INC.
732 N. 780 W.
AMERICAN FORK, UT. 84003
AZTECENGINEERING@GMAIL.COM

CIVIL ENGINEER:
FRED CLARK
9448 N. TIMPANOGOS COVE
CEDAR HILLS, UT



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	1056.00	79.34	4°18'17"	79.32	N 86°58'13" W
C2	15.00	23.59	90°05'27"	21.23	N 44°04'09" W

LEGEND

○ SET ⅝" REBAR & BRASS CAP MARKED LS **6418780**

SURVEYOR'S CERTIFICATE

I, Aaron D. Thomas , DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. **6418780**. 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, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8A-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

SURVEYOR'S SIGNATURE _____ DATE _____

BOUNDARY DESCRIPTION

Beginning at a point located North 89°44'31" East along section line 1588.27 feet and South 614.08 feet from the Northwest Corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°45'37" East 63.19 feet; thence North 0.27 feet; thence South 89°45'04" East 65.48 feet; thence along the boundary of Scottfield Acres Plat A the following two courses and distances: 1) South 0°00'57" East 23.98 feet, and 2) South 89°44'21" East 640.09 feet; thence along the boundary of Colony Pointe Plat B the following five courses and distances: 1) South 0°08'17" East 2.94 feet, 2) South 2°59'19" East 13.35 feet, 3) South 0°09'54" East 319.49 feet, 4) North 89°56'00" West 311.00 feet, and 5) South 89°22'00" West 367.21 feet; thence along the boundary of Staten Farms Plat A the following four courses and distances: 1) North 0°00'57" West 239.94 feet, 2) along the arc of a 1056.00 foot radius curve to the left 79.34 feet through a central angle of 4°18'17" (chord bears North 86°58'13" West 79.32 feet), 3) along the arc of a 15.00 foot radius curve to the right 23.59 feet through a central angle of 90°05'27" (chord bears North 44°04'09" West 21.23 feet), and 4) North 0°59'04" East 107.26 feet to the point of beginning.
Area = 5.544 Acres

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS TO ALL UTILITY PROVIDERS, PUBLIC OR PRIVATE, AND THEIR SUCCESSORS AND ASSIGNS IN PERPETUITY. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS

THIS _____ DAY OF _____, 2020

SIGN _____ PRINT _____
SIGN _____ PRINT _____
SIGN _____ PRINT _____
SIGN _____ PRINT _____

ACKNOWLEDGMENT

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

ON THIS _____ DAY OF _____, A.D. 2020. PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING OWNERS DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH (SEE SEAL BELOW) _____ PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LEHI CITY, COUNTY OF UTAH APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 2020.

APPROVED:

MAYOR'S SIGNATURE _____ DATE _____
CITY ATTORNEY'S SIGNATURE _____ DATE _____
CITY ENGINEER'S SIGNATURE (SEE SEAL BELOW) _____ DATE _____

ATTEST:

CITY RECORDER'S SIGNATURE (SEE SEAL BELOW) _____ DATE _____

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2020 BY THE LEHI CITY PLANNING COMMISSION.

PLANNING COMMISSION CHAIR SIGNATURE _____ DATE _____

PLAT "B"

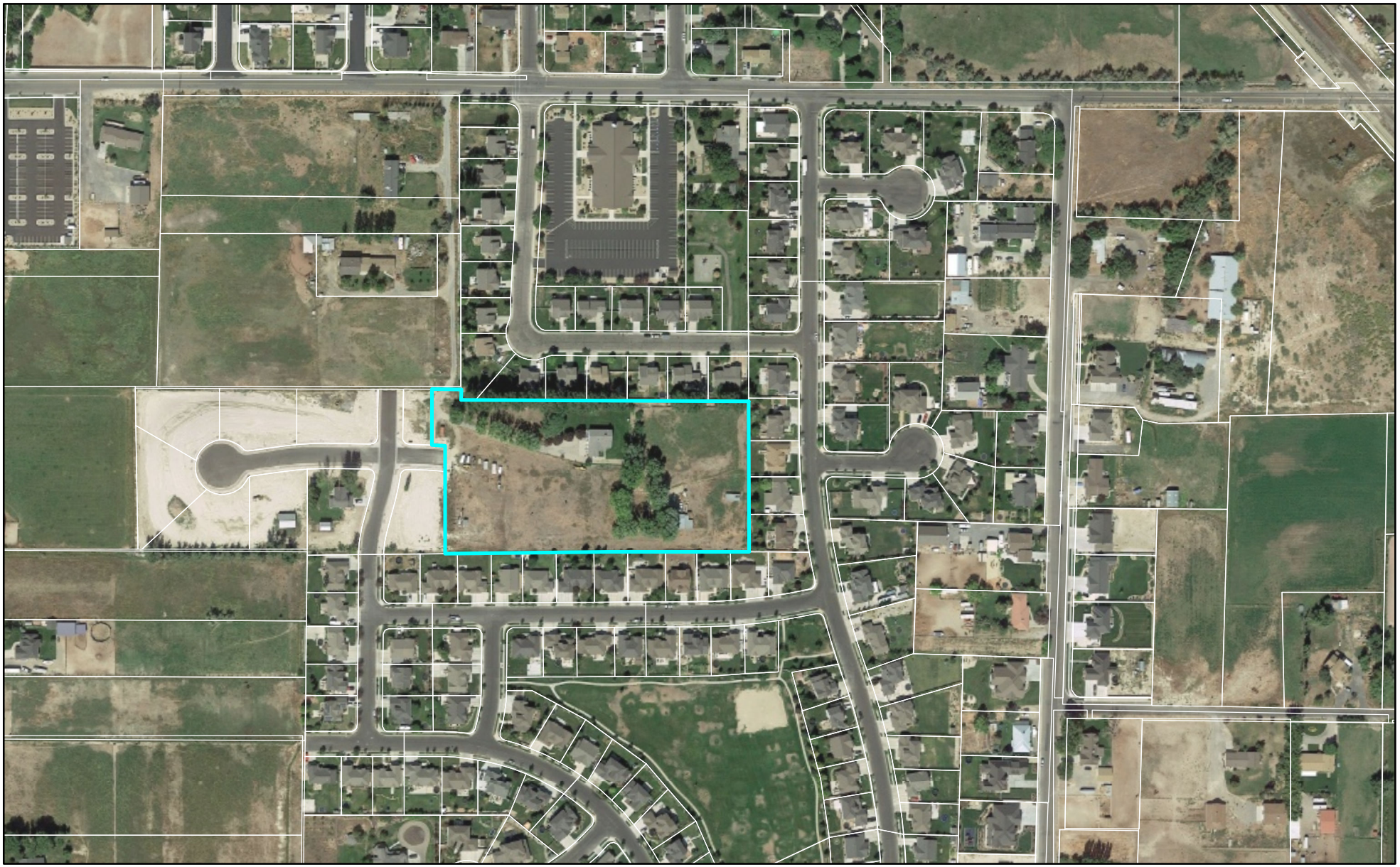
STATEN FARMS

A RESIDENTIAL SUBDIVISION

NOTARY PUBLIC SEAL	RECORDER SEAL	ENGINEER SEAL	SURVEYOR SEAL

Staten Farms Plat B Preliminary Subdivision

Aerial

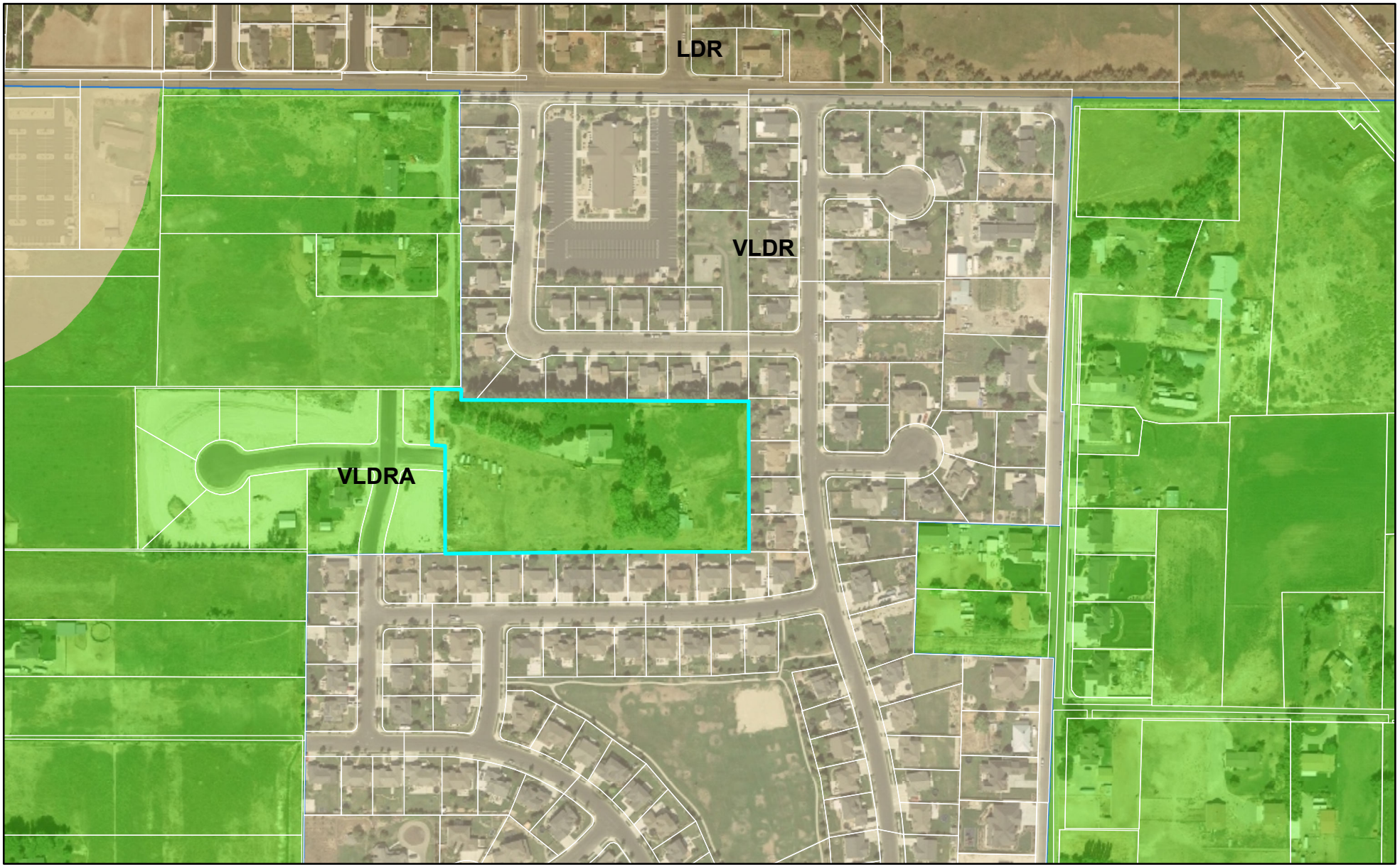


0 370 740 Feet

LEHI CITY

Staten Farms Plat B Preliminary Subdivision

General Plan

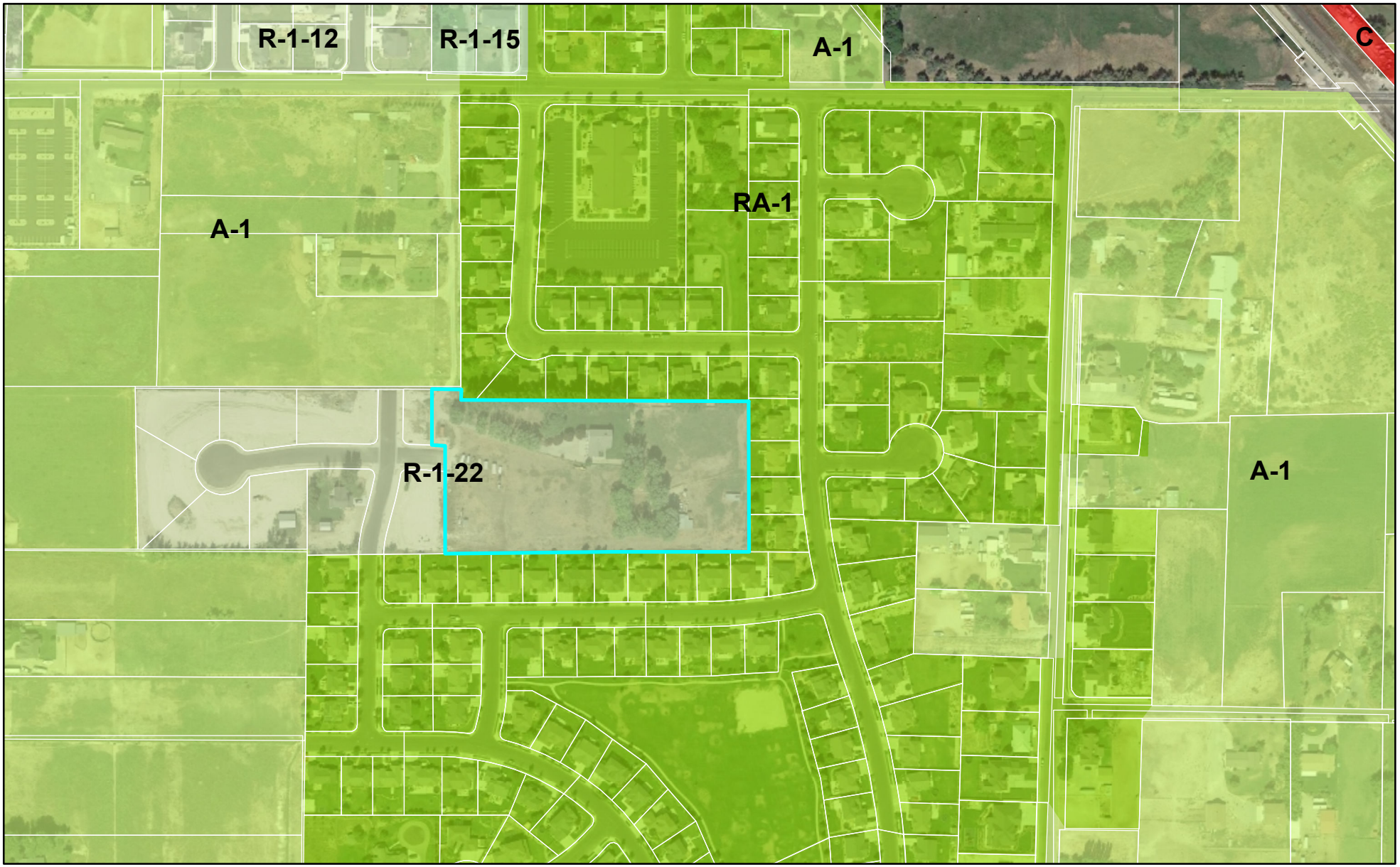


0 370 740 Feet

LEHI CITY

Staten Farms Plat B Preliminary Subdivision

Zoning



0 370 740 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #20-2020, a Development Code amendment to Chapters 5 and 39, adding a Small Breed Dog Care Facility use in certain non-residential zones and a definition for the use.
Petitioner: Jennifer McMurrough

Suggested Action:

Attachments:
CCR Little Dog Care Facility Development Code Amendment 03.31.20.docx

Little Dogs Development Code Amendment DRC 02.12.2020.docx

Ordinance - Dev Code Chapters 5 and 39 - Small Breed Dog Care Facillity 03.17.20.docx

Dev. Code Amendment Small Breed Dog Facility narrative, ch. 5, ch. 39.pdf

SMALL BREED DOG CARE FACILITY DEVELOPMENT CODE AMENDMENT

CITY COUNCIL REPORT

Applicant	Jennifer McMurrough
Meeting Date	March 31, 2020
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	February 12, 2020
Date of Planning Commission Review	February 27, 2020

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

The applicant is requesting approval of a Development Code amendment to Table 05.030 and Chapter 39 to allow for “Small Breed Dog Care Facilities”. This proposed Development Code amendment came about because the applicant’s use did not specifically fall within any of the pet or domestic animal definitions of the Lehi City Development Code. It is specifically tailored to their use and combines parts of the kennel, pet grooming facility, and veterinary office uses.

The “Small Breed Dog Care Facility” use is proposed to only allow dogs under 30 pounds and allows them to be trained, cared for, and boarded overnight. This proposed amendment would include adding this as a new use in Table 05.030 and is shown as a permitted use in several of the Commercial zones. Included within the edited definition suggested by the DRC are hours for the proposed use.

Since the Planning Commission meeting on February 27, 2020 the applicant has worked with city staff, including the Animal Control Officer, to address several of the DRC and Planning Commission comments. These changes include:

1. Changing the table of uses from a permitted use to a conditional use. The kennel permit code requires that this be a conditional use.

2. Removing the Neighborhood Commercial zone as a possible zone. The Animal Control Officer was concerned about the potential for enforcement issues, so he agreed with the DRC about removing it.

3. Adding a sentence to the definition that says, "The Small Breed Dog Care Facility shall conform with the standards set forth in Chapter 4 of the Municipal Code with respect to Kennel Standards."

There were three comments from the DRC including the following:
1. Recommend removing NC as a potential zone.
2. Recommend re-writing the definition to the following:
   A facility in which three or more small breed (under 30 pounds) dogs are trained, cared for, and boarded overnight. A small breed dog care facility may include a permanent, fenced, outdoor enclosure used to contain dogs during daytime hours between 7:00 AM and 9:00 PM. Small breed dogs shall be maintained indoors during overnight hours between 9:00 PM and 7:00 AM.
3. This (name in Table of Uses) should match the name in the definition which is "Small Breed Dog Care Facility"

Please include all DRC comments when making a motion.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the proposed Small Breed Dog Care Facility Development Code amendment, including the DRC comments from February 12, 2020. The recommendation is based on the following findings:

1. The proposed use provides a service that is only allowed in limited areas of the city.
2. The proposed amendment to the Lehi City Development Code is not detrimental to the public health, safety, and welfare of Lehi City.
3. The proposed Development Code amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
4. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on February 27, 2020. The minutes and motion from this meeting are as follows:

3.4 Public hearing and recommendation of Jennifer McMurrough's request for review of a Development Code amendment to Chapters 5 and 39, adding a Small Breed Dog Care Facility use in certain non-residential zones and a definition for the use.

Sierra presented information on agenda item. DRC had a couple of suggestions, including specific hours for daytime operations and nighttime hours, as well as removing the use from Neighborhood Commercial.

Commissioner Ellis asked why it would be removed from Neighborhood Commercial. Sierra stated the concerns from any potential noise. Commissioner Nielsen asked if the were required to be indoors in the evening hours. Sierra stated they would like into that.

The applicant, Jennifer McMurrough, was present. Commissioner Everett asked how this definition is different

from Kennel. She stated the dogs would be able to go outside during daytime hours and the City's kennel ordinance did not specify that. Commissioner Hemmert clarified that it included a size limit for dogs. Jennifer stated she has been in business in Salt Lake City for over twenty years and that there are rental houses North and South of the property and have great relationships with those owners. She is not opposed for the Neighborhood Commercial being removed from the zoning requirements.

Commissioner Everett asked as part of the definition if the applicant would consider a cap on the number of animals at any given time. The applicant did not have an issue with a cap on the number of animals and stated 150 animals would be appropriate. Her staff to dog ratio is 12 to 1 and the dogs are well taken care of.

Commissioner Hemmert opened public hearing on agenda item 3.4.

Commissioner Hemmert closed public hearing on agenda item 3.4.

Commissioner Everett stated he has a hard time rewriting code for a specific niche and suggested modifying code that was already in place. He didn't feel that the outside space is a problem. He expressed concerns with problems it could create, such as medium size animals or the number of animals. Commissioner Jackson stated he didn't think number of dogs would be the issue, but that staff to dog ratio may be appropriate. Commissioner Hemmert stated a staff to dog ratio seems appropriate but questioned if it was up to the Commission to decide that. Commissioner Ellis stated that it is hard to come up with the number. Commissioner Bunker stated there is a facility in Salt Lake City and wondered if there was a code that covered those issues. Commissioner Jackson stated he would like to see what Salt Lake City has done. Commissioner Nielsen stated the kennel definition should be modified since includes all animals. Commissioner Everett stated that kennels were only allowed in A-1 and A-1 zoning and what to do with noise and other nuisance problems. Commissioner Nielsen stated the same issues with this zoning would face similar issues as the kennels. Commissioner Eyre stated the zone they choose would dictate the size of the footprint of the facility so they are limited.

Commissioner Hemmert stated he appreciated all comments and would like to find a happy medium that works for the City as well as the applicant.

Mike West stated it may a good idea to contact our Animal Enforcement Officer to be notified and involved and see what input he would have.

Commissioner Hemmert stated that the applicant would need to be involved in whatever is decided. Commissioner Peterson liked what was being proposed and to keep kennel as it is and felt it was sufficient for the specific use. Commissioner Peterson stated if definitions are changed on kennel then all of the sudden the pandoras box is opened. The proposal is small dogs, zone, outside. Commissioner Everett stated a kennel permit is required and stated if we want to add a need for a certain regulatory check and balance. Commissioner Jackson stated kennel would need to be tweaked because small dog breed falls under the kennel law.

Mike West stated if recommendations are being made, that the applicant has a right to take forward their application.

The applicant, Jennifer McMurrough, readdressed the Commission to answer some issues and questions. She stated the pet care industry is poorly recommended and that if the kennel zone is recommended, people will be running dogs all over, because that is the part that is missing with her proposal. She stated it would be in the best interest not to modify kennel. She addressed Neighborhood Commercial and that they just proposed whichever seemed to fit and in Salt Lake City they are in M1 zone. She stated one of the properties they are interested in is in a heavy manufacturing zone and their intentions are not to be right near residential areas. She stated the facility is operated with universal precautions and is cleaned like a hospital and is highly regulated. She would like the recommendation to have more of a niche definition to avoid misuse.

Commissioner Nielsen stated that some dog owners may not be as careful as the applicant and suggested being more definitive. Commissioner Hemmert asked if it would make sense to motion for conditional use. Commissioner Everett stated he agreed with Commissioner Nielsen about most not being as careful or responsible. Commissioner Eyre asked why it was limited to small dogs. The applicant stated it is because she on-

ly takes care of little dogs and can't say from her experience that large dogs would be intolerable. She stated it is hoped that it protects the industry from unlawful animal care. She stated she has a business license and a kennel license. Commissioner Ellis stated a lot of those issues are addressed in the permit. Commissioner Nielsen asked if the regulation fell in the kennel permit. He suggested an animal control enforcement officer be involved.

Mike West suggested that some zones could be conditional use and best practices must be abided by. Mike West stated a recommendation of approval with certain conditions to put in the code, or the item could be tabled.

Commissioner Everett stated he would like to see code in best practice and kennel permit.
Commissioner Hemmert stated it would need to be tabled at the request of the applicant. The applicant just wanted to clarify that she wants to do right by code and the City. She stated she wants to keep agriculture in a safe space. Commissioner Hemmert asked Commissioner Peterson on what direction he would suggest. Commissioner Peterson stated he felt ok giving a recommendation to the City Council and adding things, such as review by Animal Control Officer, best practice language be included, and be a conditional use with specific zones. Commissioner Ellis stated it would most likely meet all animal requirements in the code. Commissioner Nielsen stated he is a fan of not adding language and that he wouldn't narrow the size of dog and thought the simpler the better and recommended just modifying kennel. Commissioner Everett stated that may the advice that an Animal Control Officer would give and leave the motion open to leave suggestions and modifications.

Commissioner Hemmert stated he would entertain a motion.

Motion: Commissioner Peterson moved to recommend approval of Jennifer McMurrough's request for review of a Development Code amendment to Chapters 5 and 39, adding a Small Breed Dog Care Facility use in certain non-residential zones and a definition for the use; with the recommendation that the Animal Control Officer be given the opportunity to make any recommendations to the code for review by City Council, that the use in any non-industrial areas are conditional use, that best practice language is added to the code and reviewed by Staff, noting a license or permit be required; including all DRC comments and findings stated in the report. Commissioner Ellis seconded.

Vote: Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Peterson, yes; Commissioner Hemmert, yes; Commissioner Nielsen, yes; Commissioner Bunker, yes; Commissioner Hereth, yes. The motion passed unanimously.

Little Dogs Development Code Amendment
DRC Redline Comments

Jennifer McMurrough – requests review of a Development Code amendment to add the Little Dogs Resort to the Table of Uses.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Jennifer McMurrough, Eric Beck
Date of Plans Reviewed: 02/06/2020
Time Start: 2:21 pm
Time End: 2:28 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments (Not near residential or bordering residential)
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning:
1. Recommend removing NC as a potential zone.
2. Recommend re-writing the definition to the following:
   A facility in which three or more small breed (under 30 pounds) dogs are trained, cared for, and boarded overnight. A small breed dog care facility may include a permanent, fenced, outdoor enclosure used to contain dogs during daytime hours between 7:00 AM and 9:00 PM. Small breed dogs shall be maintained indoors during overnight hours between 9:00 PM and 7:00 AM.
3. This should match the name in the definition which is "Small Breed Dog Care Facility"

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 27, 2020.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 2020 - __

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTERS 5 AND 39

WHEREAS, it has become necessary to amend Chapters 5 and 39 of the Lehi City Development Code, updating regulations governing small breed dog care facilities; and

WHEREAS, this amendment seeks to add a small breed dog care facility use and definition; and

WHEREAS, following a public hearing on February 27, 2020, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 31, 2020 the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 27, 2020, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapters 5 and 39 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:

Chapters 5 and 39 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 31st day of March, 2020.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

NARRATIVE

Little Dogs Resort & Salon, Inc. has successfully led the local pet care industry by improving the standard of care for greater Salt Lake's furry family members. In an almost entirely unregulated industry, Little Dogs Resort has positioned itself as the region's high bar measure of a successfully run small business in the multi-billion-dollar pet care industry.

Founded in 1999 and 100% women owned, Dr. Ruth Shirah and her daughter, Jennifer McMurrough worked together to fill an emerging need in Salt Lake City at a time when "doggie daycare" was virtually unheard of. Little Dogs Resort is a "dogs first" enrichment facility serving owners of small breed (under 30 pounds), companion dogs. It is a group-play, "cageless" facility with supervised access to fresh air and natural grass as well as a state-of-the-art building for daycare, enrichment, grooming, overnight boarding and training. Little Dogs Resort safely ensures each small dog's health and social wellbeing throughout their lives.

Twenty-one years later, Jennifer is determined to continue the legacy she and her mother built by scaling the Little Dogs business business model into multiple facilities around Northern Utah in the short term with the goal of expanding nationwide over the next several years. After extensive research Jennifer has determined Lehi is the clear choice for the next location of Little Dogs Resort. The General Plan for Lehi City embodies Little Dogs Resort's goal of maintaining a rich, family oriented small-town community feel as well as welcoming the rapidly growing population of tech professionals joining this beautiful community. Little Dogs Lehi will benefit small dog owners who are away from home during the day or simply live in a home with a smaller footprint and limited yard space.

In order to make Little Dogs Lehi a reality, a simple development code amendment is needed to ensure Little Dogs Resort is fully compliant from the beginning of our mutually beneficial endeavor with this beautiful city. While technically an amendment, our request is closer to a merging of Lehi's current definitions of a few livestock and pet care services. Chapter 39 lists Kennel, Pet Grooming Facility, Agriculture (Livestock), Corral, Pen, Pasture and Veterinary Office as similar descriptions of what Little Dogs Resort is. Little Dogs Lehi can be all those things and more. The proposed definition of Small Breed Dog Care Facility clearly covers the unique purpose of Little Dogs Resort and remains consistent with Lehi's General Plan.

Little Dogs Resort Salt Lake City is located in a M-1 light manufacturing zone. From the beginning, we at Little Dogs Resort have been dedicated to being great neighbors in Salt Lake County. The positive impact we have on our community has always been a source of pride for Ruth and Jennifer. The county's initial concern was about the possible noise level while the dogs spent part of each day outside playing with our staff. The beauty of Because Little Dogs Resort is that we only care for small, well socialized companion dogs from households who treat them like family. Therefore, the noise level is so low it can rarely be heard past our property line. In fact, there have been residential properties on our immediate north and south property lines from the very beginning. Both properties have been successfully occupied and Little Dogs has maintained friendly relationships with the owners and tenants for many years. In addition to building a wonderful family of loyal clients, Little Dogs has always been involved in philanthropy

dedicated to improving our community. For example, we held a fundraiser and bought Salt Lake County's K-9 sheriff dogs bullet proof vests.

The multi-billion-dollar pet care industry is viewed by today's professionals as a recession proof necessity instead of a luxury service. Little Dogs Resort will serve Lehi City by providing a modern, future forward service with local, community friendly values designed to welcome our new and current neighbors and their four-legged family members

USE	DISTRICT									
	NC	**C**	**C-H**	**CR**	**C-1**	**BP**	**LI**	**I**	**T/M**	**HI**
Pawn Shops (see Sec. 12.130 F)			C				P	P		
Personal Services	P	P	P	P		P	P			
Personal Services including a Body Art Facility (See Definitions Chapter 39)	P	P	P	P						
Pet Grooming Facility	P	P	P				P			
Plant Nursery with Outside Display	P	P	P				P			
Portable Storage Container [See Sec. 12.130-D]			C	C				C	C	
Portable Storage Container Sales [See Sec. 12.130-D]								C		
Public Dance Hall		C		C			C	C		
Race Tracks for Go-Carts, ATV and Motocross or other Motorized Sports Recreational Facilities (includes private or commercial)							C	C		
Research and Development Facilities		P	P			P	P	P	P	
Restaurant	P	P	P	P	P	P	P		P	P
Retail Facilities and Services accessory to a principal use	P	P	P	P	P	P	P	P	P	P
Retail Facilities and Services with drive-up window(s)	C	C	P	P	C	C				
Retail Sales, General		P	P	P	P	P	P			P
Retail Sales, Neighborhood including Pharmacies (maximum 5,000 square foot bld. footprint or as approved by Planning Commission)	P	P	P	P	P	P	P			P
Retail Sales, Regional (minimum 20 acre site)		P	P	P		P	P			
Small Breed Dog Facility		C	C	C			C	C	C	
Schools - Vocational and Technical		P	P	P	P	P	P		P	
Storage Units [See Sec.12.130-A]							C	P		
Temporary Construction Buildings & Yards (12 months maximum)		P	P	P	P	P	P	P	P	P
Theater		P		P		C	P			
Tobacco Products Shop							C			
Towing and Impound Yard [See Sec. 12.130-G]							C	C		

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
* All uses in the Planned Community, Resort Community and Sports Entertainment Zones must be authorized through an Area Plan pursuant to Chapter 15, Area Plans, of this Code.

CHAPTER 39

DEFINITIONS

(Amended 5/27/97; 5/25/99; 3/26/02; 7/09/02; 2/14/06; 3/11/08; 3/25/08; 4/22/08; 7/08/08; 7/29/09; 12/08/09; 4/27/10; 7/27/10; 11/15/11; 4/24/12; 5/22/12; 09/11/12; 01/08/13; 11/12/13; 3/11/14; 05/13/14; 07/08/14; 08/26/14; 01/13/15; 01/12/16; 01/26/16; 09/13/16; 1/16/18, 4/10/18; 05/22/18; 08/28/18; 01/08/19; 01/22/19; 3/12/19; 8/27/19)

Kennel - Any lot or premises or portion thereof on which three (3) or more dogs, cats and other household domestic animals are maintained, boarded, bred or cared for in return for compensation or kept for sale.

Pet Grooming Facility – A business dedicated to the grooming and care of household pets, including dogs, cats, birds, and other similar animals. This use does not include overnight boarding (kennel) or medical care (veterinary office) for animals.

Veterinary Office - Any facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats, and other animals.

Small Breed Dog Care Facility - A facility in which three or more small breed (under 30 pounds) dogs are trained, cared for, and boarded over-night. A small breed dog care facility may include a permanent, fenced, outdoor enclosure used to contain dogs during daytime hours between 7:00 AM and 9:00 PM. Small breed dogs shall be maintained indoors during overnight hours between 9:00 PM and 7:00 AM. As a requirement of approval, the Small Breed Dog Care Facility shall conform with the standards set forth in Chapter 4 of the Municipal Code with respect to Kennel Standards.

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:
Consideration of Final subdivision approval of Mitchell Grove, a 21-lot residential subdivision located at 1193 West 1500 North.
Petitioner: Mark Hampton

Suggested Action:

Attachments:
CCR Mitchell Grove Final Subdivision 03.31.20.docx

Mitchell Grove Final Subdivision DRC 02.12.2020.docx

Mitchell Grove Final Subdivision 02.06.20 drc response, plans.pdf

MG aerial.pdf

MG gp.pdf

MG zoning.pdf

MITCHELL GROVE FINAL SUBDIVISION
CITY COUNCIL REPORT

Applicant	Mark Hampton		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Approval of a final subdivision		
Location	1193 West 1500 North		
Existing Land Use	LDR (Low-Density Residential)		
Existing Zoning	R-1-Flex		
General Plan Land Use Designation	Undeveloped		
Number of Lots/Units	21 lots		
Adjacent Zoning and Land Use	*North*	County land, A-1	Single-family residential, agricultural
	South	A-1	Single-family residential
	East	R-1-8	Willow Brooke subdivision
	West	County land, A-1	White Fence Farms subdivision
Date of DRC Review	February 12, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

Section 37.030. Connectivity Standards

A. Residential Connectivity Standards. All new residential subdivisions with ten or more units or more than one acre shall meet the following connectivity index, block length, and cul-de-sac length standards for private and public roads.

1. Required Connectivity Index. The minimum required connectivity index shall be required based on the project density as identified in the following table of minimum connectivity index scores:

Density	Index Score
0-2.5 DU/AC	1.5
2.6-4 DU/AC	1.6
4.1+ DU/AC	1.75

a. Reduction in Required Connectivity Index. The required connectivity index may be reduced if the applicant provides clear and convincing evidence that it is impracticable to achieve due to:
   i. road grades that exceed ten percent
   ii. Jordan River;
   iii. Utah Lake;
   iv. delineated wetlands;
   v. other significant natural or historic features;

vi. existing adjacent development;
vii. rail corridors; or
viii. limited access roadways.

b. Reductions in the required connectivity index will be reviewed on a case-by-case basis and shall require positive recommendations from the reviewing departments and Planning Commission and approval by the City Council.

c. The total allowed reduction to the required connectivity index shall be based on an analysis of existing conditions that prevent connections. As part of the analysis, City staff shall ensure the internal connectivity of the subdivision meets the required connectivity index and that connectivity is provided to adjacent properties where possible.

1. Nonresidential to Residential Connections. New nonresidential and multi-family residential site plans shall:
   a. connect all existing street and pedestrian walkway stubs to proposed streets and walkways within the site plan;
   b. extend all existing street stubs through a proposed nonresidential or multi-family site plan to an adjacent collector or arterial street (see Figure 159); and
   c. stub roads to abutting vacant properties shall be spaced not to exceed 1,000 feet as measured along the property line of the proposed site plan (refer to Figure 155). The maximum stub road spacing may be increased if the applicant provides clear and convincing evidence that it is impracticable to achieve due to the following limitations:
      i. road grades that exceed ten percent
      ii. Jordan River;
      iii. Utah Lake;
      iv. delineated wetlands;
      v. other significant natural and historic features;
      vi. requirements for a secure campus;
      vii. existing adjacent development;
      viii. rail corridors; and
      ix. limited access roadways.

PROPERTY HISTORY

June 15, 1852	Part of this property is part of the original incorporated boundaries of Lehi.
December 11, 1978	Part of this property was annexed into Lehi as part of the Lehi Meadows Addition.
November 16, 1989	Part of this property was brought into Lehi as part of the Mitchell Annexation.
May 14, 2019	The City Council approved a zone change for the property.
July 30, 2019	The City Council approved a concept plan for the property.
November 19, 2019	The City Council approved a preliminary subdivision plan for the property.

REPORT ANALYSIS

The applicant requests final subdivision approval of Mitchell Grove, a 21-lot residential development located at 1193 West 1500 North in an approved R-1-Flex zone. This report will discuss the proposed layout, connectivity standards, and the DRC comments.

Proposed Layout

The residential subdivision will consist of 21 single family lots on approximately 6.46 acres. The lots range in size from 8,011 to 26,642 square feet which meets the minimum lot size requirement of 8,000 square feet for the R-1-Flex zone. There is a density of approximately 3.25 units per acre for this subdivision which is consistent with goals of the General Plan designation and current zoning. The R-1-Flex zone establishes a maximum density of 3.25 units per acre for developments that are less than 10 acres.

Connectivity Standards

The proposed project has a connectivity index score of 3 and for the density present in the preliminary subdivision the Lehi City Development Code requires a minimum connectivity index score of 1.6. The proposed subdivision would tie 1400 N and 1425 N together to connect the White Fence Farms and Willow Brooke subdivisions. An exception to the block length is required on the south due to the existing development of homes and accessory buildings.

DRC Comments

The DRC had eight comments including the following:

1. It appears that if the retention pond has water in it, it will back up into the foundation drains, possibly flooding basements. Foundation drains should be removed, or an outfall provided that won't back up, or the roads raised

Please consider all DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

Planning staff recommends **APPROVAL** of the Mitchell Grove final subdivision including the DRC comments from February 12, 2020. This recommendation is based on the following findings:

1. The proposed subdivision has lot sizes and an overall density that are consistent with the R-1 Flex zoning and LDR General Plan designation.
2. The proposed subdivision meets the connectivity index score requirement.
3. The proposed subdivision is not detrimental to the public health, safety, and welfare of Lehi City.
4. The proposed subdivision meets the requirements of the Lehi City Development Code in regard to subdivision approvals.
5. Other findings based upon information presented at the public meeting.

Mitchell Grove Final Subdivision
DRC Redline Comments

*Mark Hampton - requests review of the **Mitchell Grove Final Subdivision**, a 21-lot residential subdivision located at 1193 West 1500 North.*

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Larvin Pollock, Danny Lange, Mark Hampton
Date of Plans Reviewed: 02/6/2020
Time Start: 1:50 pm
Time End: 2:06 pm

DRC REDLINE COMMENTS:
Glade – Power:
1. No private storm drain allowed in PUE. No wet utilities allowed in PUE. Move land drain to ROW per Lehi City Standard.

Kerry – Fire: No comments
Greg – Water/Sewer:
2. Drainage for foundation drains cannot be installed in the PUE. Reference Lehi City design standards for proper drainage design. Foundation drains must connect to the City owned storm drain main line in the road (see Lehi City detail drawing sewer/drain-11) City owned storm drain must be installed in the city ROW with storm drain piping to appropriately sized manholes.
3. High water elevation of pond is higher than IE of the end of both proposed land drains
4. FL of new proposed 8" sewer must match top of existing 12" sewer in 1200 West

Kim – Planning: No comments
Gary – Building/Inspections:
5. Check foundation drain system.

JD – Streets:
6. Integral? change note
7. Add a cross section for the new 62’ road.

Ross – Engineering:
8. It appears that if the retention pond has water in it it will back up into the foundation drains, possibly flooding basements. Foundation drains should be removed, or an outfall provided that won't back up, or the roads raised

Trent – Parks: No comments

General comment for Lehi Irrigation Company

All Irrigation piping back of lots will require an easement with access easement provided to all structures from 1425 North
Minimum irrigation pipe size is 24" and must be RCP
Irrigation Company approval will be required for any ditch piping or modification

PRIOR TO PRECONSTRUCTION MEETING:
1. Provide an engineer’s cost estimate for the cost of all improvements.
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Pay all necessary inspection fees and any up-front supply costs required by the City for power supplies, water system supplies, public signs (stop signs, address signs, etc.) and any other associated costs so that the City can order all necessary supplies for the development.
4. Reimbursement Agreement for any reimbursable improvement items must be in place.
5. Include surveyor’s and engineer’s stamps and signatures on the construction drawings.
6. Show lot addresses on the final plat (must coordinate with Planning Division).

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.

7. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
8. Irrigation Company signature on the construction drawings for the irrigation piping.
9. Provide a recordable easement document for all necessary off-site easements (temp. turnarounds, utilities, power, etc).
10. Submit a copy of all required licenses (railroad, UDOT, UTA, aqueduct, canal, etc).
11. Provide a signed development agreement (prepared by Lehi City Planning Department).
12. Provide a Rocky Mountain Power agreement and cost estimate for the relocation of the RMP power poles which shall be included in the bond. The developer is responsible to pay all costs for relocation at the time the bond is posted.
13. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
14. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
15. Provide a Long Term Storm Water Management Plan and Agreement to Planning Division for review and approval (signed by Mayor). Final Agreement to be recorded by developer.
16. Address any comments or conditions from City Council approval.
17. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
18. Planner needs to sign off on building plans prior to the precon meeting
19. Provide lot numbers on all sheets to help with review in the field

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Submit a title report to be reviewed by Lehi City Attorney.
4. Developer shall provide a letter with an exhibit of the property covered from their title company guaranteeing that the property taxes including rollback/greenbelt taxes have been paid of open space or right of way is being dedicated.
5. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
6. Provide a recorded copy of required boundary line agreement(s).
7. Provide a signed original copy of the CC&Rs to record with the plat (to be reviewed by City Attorney).
8. Warranty deed/title insurance (open space, detention, City park property, City trails, some road dedication). Title insurance policies on each to be obtained through Marnae at Vanguard Title 801-610-1670
9. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

DRC GENERAL COMMENTS:

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

loading under all weather conditions. Vehicle access shall be kept clear of all fencing, barricades, dumpsters, vehicles, construction materials and debris and maintained until permanent fire apparatus access roads are available.

THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ONCE THE FOUNDATION DRAIN SYSTEM ISSUE IS ADDRESSED.

MITCHELL GROVE SUBDIVISION

A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LEHI CITY, UTAH COUNTY, UTAH.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

SYMBOL LEGEND

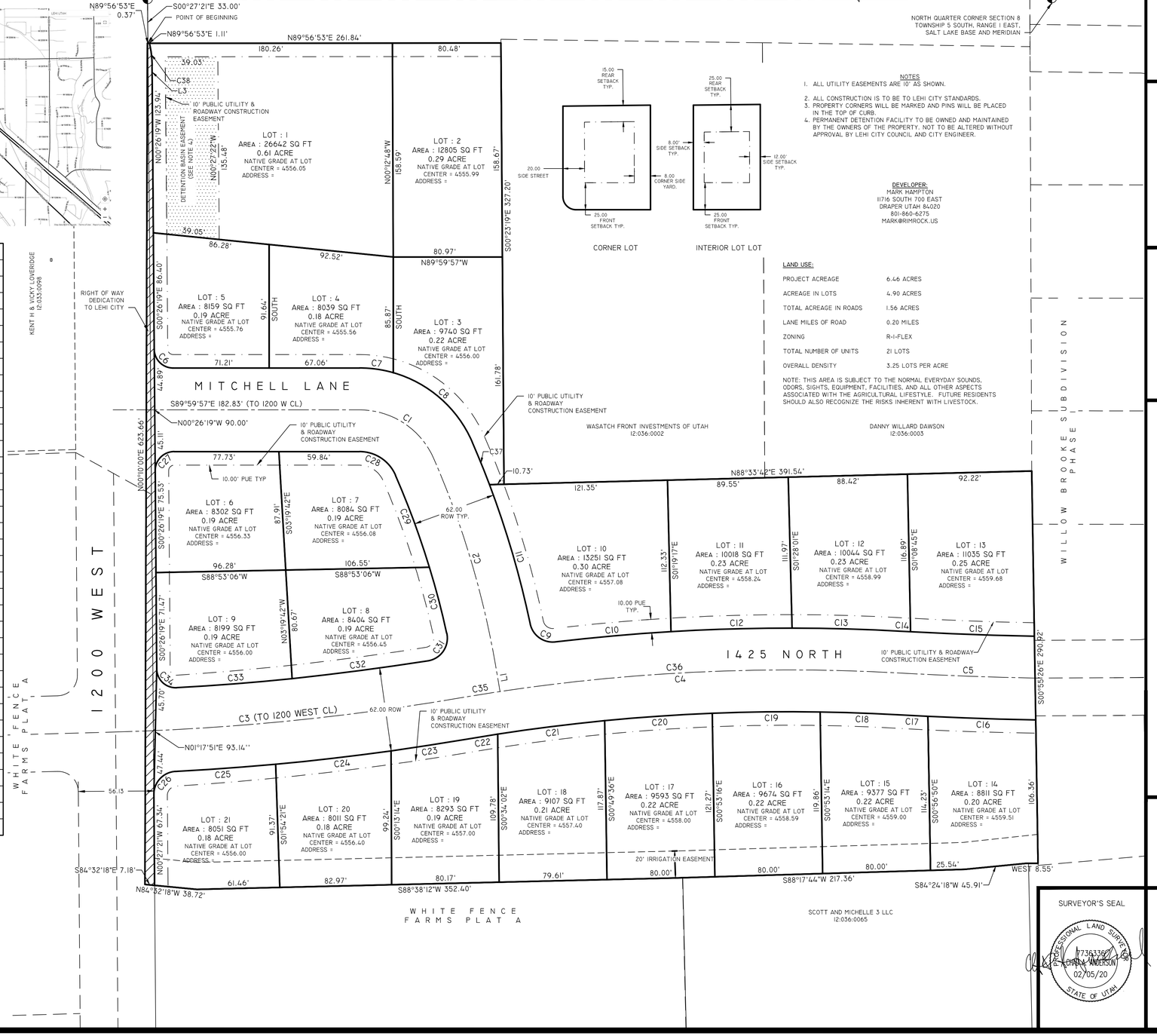
- ADJACENT PROPERTY
- BOUNDARY
- EASEMENT LINE
- SECTION TIE
- MONUMENT

VICINITY MAP



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LENGTH
C1	69.60	60.00	066°27'32"	S56°46'11"E	65.76
C2	160.61	666.89	013°47'56"	S16°38'27"E	160.22
C3	257.26	1820.40	008°05'49"	N84°20'36"E	257.04
C4	327.79	1446.94	012°58'47"	N86°47'05"E	327.09
C5	99.60	2728.80	002°05'28"	S87°52'27"E	99.59
C6	21.88	14.00	089°33'38"	S45°13'08"E	19.72
C7	25.36	91.00	015°58'03"	S82°00'55"E	25.28
C8	80.19	91.00	050°29'29"	S48°47'09"E	77.62
C9	25.19	17.00	084°53'10"	S54°18'10"E	22.95
C10	86.15	1478.87	003°20'16"	N84°55'26"E	86.14
C11	107.65	697.89	008°50'15"	S16°18'16"E	107.54
C12	89.85	1478.91	003°28'51"	N88°20'07"E	89.83
C13	82.46	1478.41	003°11'44"	S88°19'29"E	82.45
C14	82.46	1478.41	003°11'44"	S88°19'29"E	82.45
C15	91.89	2697.80	001°57'06"	S87°55'15"E	91.89
C16	79.99	2759.80	001°39'38"	N88°06'43"W	79.99
C17	21.85	2306.97	000°32'34"	N87°03'17"W	21.85
C18	58.16	1416.62	002°21'08"	N87°54'03"W	58.15
C19	80.00	1415.73	003°14'16"	S89°18'14"W	79.99
C20	80.00	1415.94	003°14'13"	S86°04'00"W	79.99
C21	80.00	1415.97	003°14'14"	S82°49'46"W	79.99
C22	22.63	1415.75	000°54'57"	S80°45'10"W	22.63
C23	57.39	2234.40	001°28'18"	S81°10'58"W	57.39
C24	86.18	1851.40	002°40'01"	S83°24'16"W	86.17
C25	74.40	2190.88	001°56'45"	S85°53'21"W	74.40
C26	25.96	17.00	087°29'47"	S43°17'32"W	23.51
C27	22.10	14.00	090°26'22"	S44°46'52"W	19.87
C28	33.64	29.00	066°27'32"	N56°46'11"W	31.78
C29	72.81	637.50	006°32'39"	N20°15'51"W	72.77
C30	50.52	639.00	004°31'48"	N14°41'49"W	50.51
C31	27.80	17.00	093°41'13"	N34°04'00"E	24.80
C32	101.64	2175.29	002°40'37"	N82°32'10"E	101.63
C33	85.91	1789.40	002°45'03"	N85°32'20"E	85.90
C34	22.64	14.00	092°38'50"	S46°45'44"E	20.25

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.54	S09°44'29"E
L3	13.81	S00°26'19"E



NOTES

1. ALL UTILITY EASEMENTS ARE 10' AS SHOWN.
2. ALL CONSTRUCTION IS TO BE TO LEHI CITY STANDARDS.
3. PROPERTY CORNERS WILL BE MARKED AND PINS WILL BE PLACED IN THE TOP OF CURB.
4. PERMANENT DETENTION FACILITY TO BE OWNED AND MAINTAINED BY THE OWNERS OF THE PROPERTY, NOT TO BE ALTERED WITHOUT APPROVAL BY LEHI CITY COUNCIL AND CITY ENGINEER.

DEVELOPER:
MARK HAMPTON
11716 SOUTH 700 EAST
DRAPER UTAH 84020
801-860-6275
MARK@RIMROCK.US

LAND USE:

PROJECT ACREAGE	6.46 ACRES
ACREAGE IN LOTS	4.90 ACRES
TOTAL ACREAGE IN ROADS	1.56 ACRES
LANE MILES OF ROAD	0.20 MILES
ZONING	R-1-FLEX
TOTAL NUMBER OF UNITS	21 LOTS
OVERALL DENSITY	3.25 LOTS PER ACRE

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

SURVEYOR'S CERTIFICATE

I, CHAD A ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 7736336, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I HEREBY CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS SHOWN HEREON.

CHAD A ANDERSON — 01/09/20 DATE

BOUNDARY DESCRIPTION

BEGINNING AT A POINT 33.00 FEET S00°27'21"E ALONG THE SECTION LINE AND RUNNING THENCE N89°56'53"E 261.84 FEET; THENCE S00°23'19"E 327.20 FEET; THENCE N88°33'42"E 391.54 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE WILLOW BROOKE SUBDIVISION PHASE 1; THENCE S00°55'26"E ALONG SAID WESTERLY BOUNDARY 290.92 FEET; THENCE WEST TO AND ALONG THE NORTHERLY BOUNDARY LINE OF THE WHITE FENCE FARMS PLAT A SUBDIVISION 8.55 FEET; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) S84°24'18"W 45.91 FEET; (2) THENCE S88°17'44"W 217.36 FEET; (3) THENCE S88°38'12"W 352.40 FEET; (4) THENCE N84°32'18"W 38.72 FEET; THENCE N00°10'00"E 623.66 FEET; THENCE N89°56'53"E 0.37 FEET TO A POINT ON THE SECTION LINE AND THE POINT OF BEGINNING.
CONTAINING 6.46 ACRES

BASIS OF BEARINGS: N89°56'53"E MEASURED BETWEEN FOUND SECTION CORNERS AS SHOWN HEREON.

OWNER'S DEDICATION

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

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ___DAY OF_____20___.

_____ _____
_____ _____
_____ _____

ACKNOWLEDGEMENT

STATE OF } BY_____
COUNTY OF } S.S BY_____

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

_____
MY COMMISSION EXPIRES NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LEHI CITY, 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 PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.
THIS _____ DAY OF _____, 20__

_____
APPROVED BY MAYOR

APPROVED_____ ATTEST_____
CITY ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS ___DAY OF _____, 2020 BY THE LEHI CITY PLANNING COMMISSION.

_____ _____
DIRECTOR - SECRETARY CHAIRPERSON, PLANNING COMMISSION

CITY ATTORNEY

APPROVED THIS ___DAY OF _____, 2020

_____
CITY ATTORNEY

MITCHELL GROVE SUBDIVISION

A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, LEHI CITY, UTAH COUNTY, UTAH.

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL | CITY-COUNTY ENGINEER SEAL | CITY-COUNTY RECORDER SEAL



LEGEND

- LOT LINES (PROPERTY)
- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- EXISTING CONCRETE
- EXISTING IRRIGATION
- EXISTING ASPHALT
- PUBLIC UTILITY EASEMENT (PUE)
- PROPOSED FENCE
- PROPOSED LANDSCAPE
- PROPOSED CONCRETE AREA
- PROPOSED ASPHALT AREA

SITE DATA

OVERALL LOT AREA	277,364	SF (6.37 ACRES)
21 LOT SUBDIVISION		
MINIMUM LOT SIZE:	8,000	SF
MINIMUM FRONTAGE:	80	FT
ZONING: R-1-FLEX		
SETBACKS		
FRONT:	25 FT	
REAR:	25 FT (15 FT ON CORNER)	
SIDE:	8 FT (20' MIN TOTAL)	
SIDE CORNER:	20 FT	

DESIGN NOTES:

1. PROPOSED 5' SIDEWALK PER LEHI CITY STANDARDS. SEE SHEET C-6 FOR DETAILS.
2. PROPOSED CURB & GUTTER PER LEHI CITY STANDARDS. SEE SHEET C-6 FOR DETAILS.

CALL BEFORE YOU DIG! 1-800-662-4111 BLUE STAKES

N

0 30 60 90

Scale in Feet

NO.	REVISIONS	BY	DATE

PROJECT ENGINEER: LP
DESIGNER: DL

ELEVATE ENGINEERING
492 WEST 1200 NORTH
SPRINGVILLE, UT 84663
PHONE: (801) 718-5993
larvin@elevateeng.com

ELEVATE ENGINEERING

MITCHELL GROVE SUBDIVISION
SITE PLAN
1193 WEST 1500 NORTH LEHI UT 84043

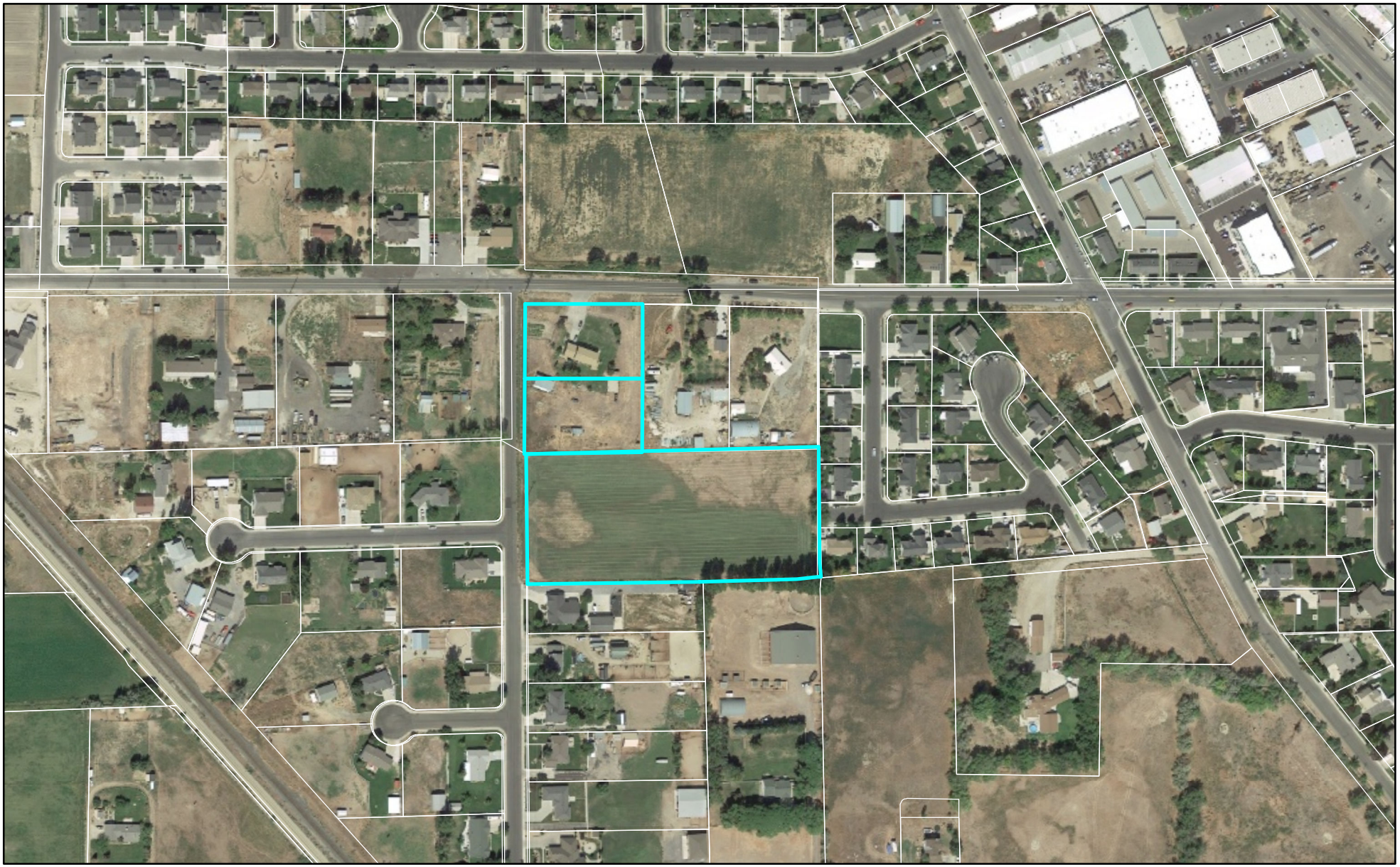
PROFESSIONAL ENGINEER
2/06/2020
10864737
LARVIN POLLOCK
STATE OF UTAH

SHEET: C-1

DATE: Feb 06, 2020

Mitchell Grove Final Subdivision

Aerial

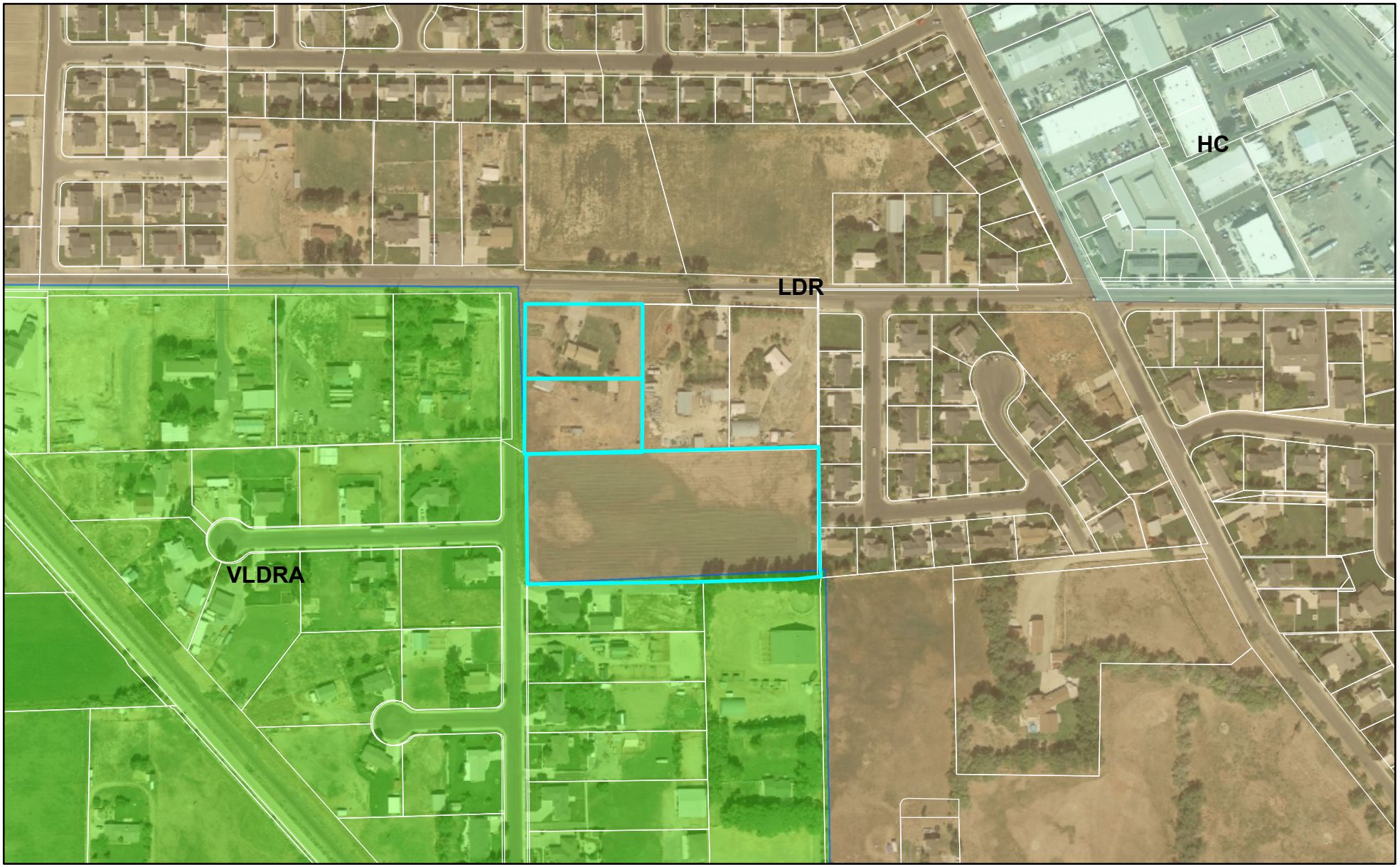


0 370 740 Feet

LEHI CITY

Mitchell Grove Final Subdivision

General Plan

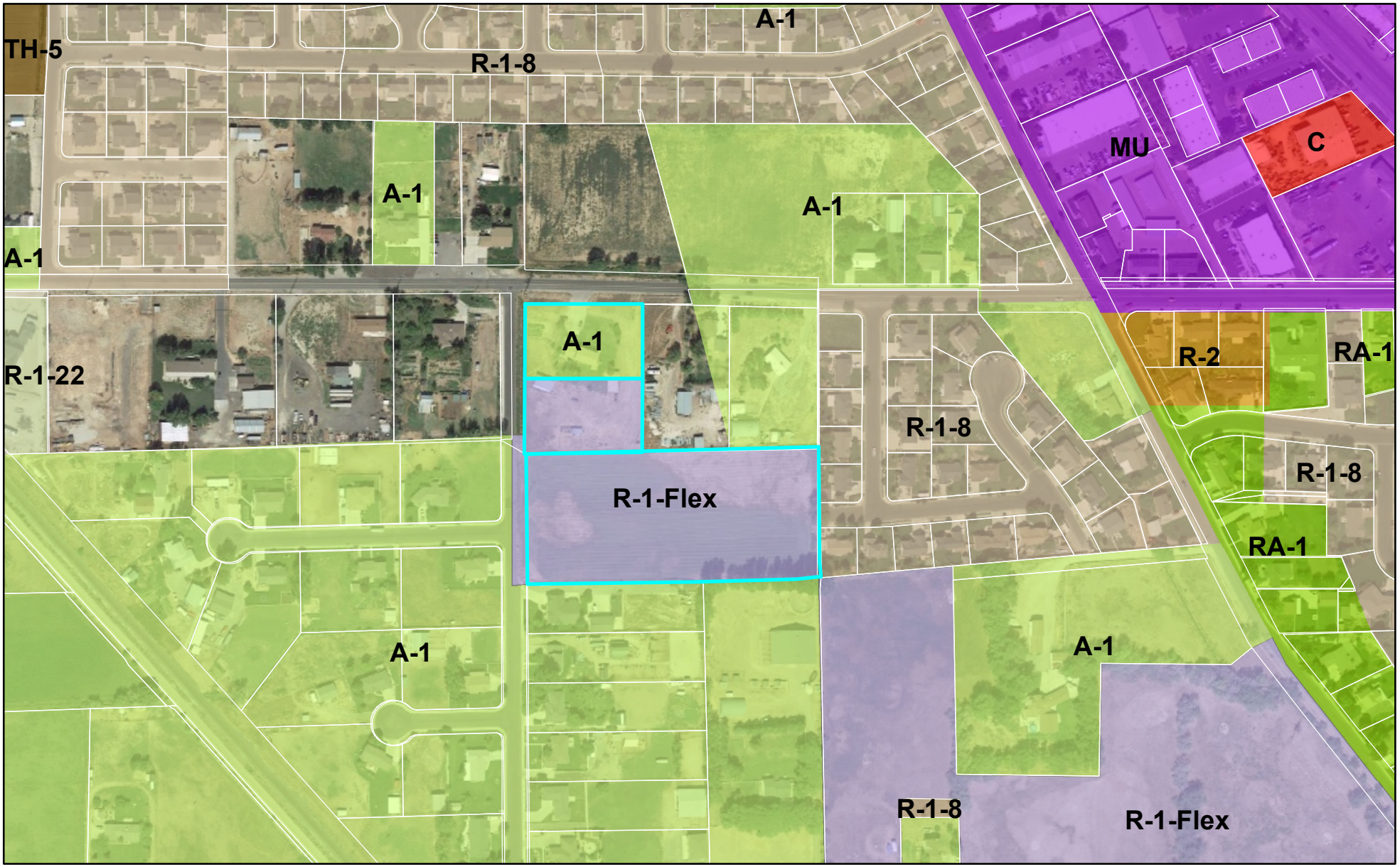


0 370 740 Feet

LEHI CITY

Mitchell Grove Final Subdivision

Zoning



0 370 740 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Jacob Curtis
Submitting Department: Planning Division
Item Type: Action Item
Agenda Section:

Subject:

Consideration of Final subdivision approval of Hooke Vista, a 13-lot residential subdivision located at approximately 827 West 900 North.
Petitioner: Bryce Fairbourn

Suggested Action:

Attachments:
CCR Hooke Vista Final Subdivision 03.31.20.docx

Hooke Vista Subdivsion DRC 3.4.2020.docx

Hooke Vista Final Subdivision 03.04.20 drc response, plans.pdf

Hooke vista aerial.pdf

HV G.P.pdf

HV zoning.pdf

HOOKE VISTA FINAL SUBDIVISION
CITY COUNCIL REPORT

Applicant	Bryce Fairbourn		
Meeting Date	March 31, 2020		
Requested Action/Purpose	Approval of a final subdivision		
Location	827 West 900 North		
Existing Land Use	LDR (Low Density Residential)		
Existing Zoning	R-1-Flex		
General Plan Land Use Designation	Single family residential		
Number of Lots/Units	13 lots		
Adjacent Zoning and Land Use	*North*	A-1	Undeveloped
	South	A-1	Rail line corridor
	East	A-1	Undeveloped
	West	A-1	Single family residential
Date of DRC Review	March 4, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

PROPERTY HISTORY

June 15, 1852	This property is part of the original incorporated boundaries of Lehi.
November 19, 2019	The City Council approved the Pheasant Run concept plan and a zone change for the property to R-1-Flex.
February 11, 2020	The City Council approved the Hooke Vista preliminary subdivision plan.

REPORT ANALYSIS

The applicant requests final subdivision approval of Hooke Vista, a 13-lot residential development located at approximately 827 West 900 North in an approved R-1-Flex zone. This report will discuss the proposed layout and the DRC comments.

Proposed Layout

The residential subdivision will consist of 13 single family lots on approximately 4.19 acres. A 6-foot agricultural

concrete fence will be built on the west side of the property. There is a proposed ten-foot public trail connection that is just north of the proposed detention basin. The proposed trail connection will provide access to the future master planned trail along the west side of the rail corridor. The thirteen proposed lots range in size from 9,194 to 14,198 square feet which meets the minimum lot size requirement for the R-1-Flex zone. There is a density of 3.10 units per acre for this subdivision which is consistent with goals of the General Plan designation and current zoning. For developments less than ten acres, the R-1-Flex zone establishes a maximum density of 3.25 units per acre with the possibility of other design and density considerations. The proposed preliminary subdivision shows a road stub from Charlotte Street on the south side that would connect the adjacent property to both the Hadfield Plat A subdivision and Hooke Vista.

DRC Comments

The DRC had nine comments including the following:

1. Change Hooke Vista street name to Charlotte Street on all sheets.
2. Add trail ADA ramp
3. Add note for trail "5' walk with rock in shoulder."

Please consider all DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

Planning staff recommends **APPROVAL** of the Hooke Vista final subdivision including the DRC comments from March 4, 2020. This recommendation is based on the following findings:

1. The proposed subdivision meets the lot size and density requirements of the R-1 Flex zone.
2. The proposed subdivision is not detrimental to the public health, safety, and welfare of Lehi City.
3. The proposed subdivision meets the requirements of the Development Code.
4. Other findings based upon information presented at the public meeting.

Hooke Vista Subdivision
DRC Redline Comments

Bryce Fairbourn- requests final subdivision review of Hooke Vista, a 13-lot residential subdivision located at approximately 827 West 900 North.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Bryce Fairbourn, Larvin Pollock
Date of Plans Reviewed: 2/19/2020
Time Start: 10:35 am
Time End: 10:50 am

DRC REDLINE COMMENTS:
Glade – Power:
1. Developer responsible for existing OHP line relocate. (Obtain easement/letter to allow next pole east to be relocated in-line.)

Kerry – Fire: No comments
Greg – Water/Sewer:
2. The bottom of the pond must match the bottom of the 7'x7' box in the road. Current design will leave 2.07' of water in bottom of pond
3. Provide detail drawing for 7'x7' box.
4. Move fire hydrant South 10', current location will conflict with dry utilities in PUE at crossing
5. Add the following note to the utility plans, "All Lehi City sewer, water, and storm drain utility trench require granular import material and shall meet an AASHTO A-1-a designation according to section 7.12 of the 2016 Lehi City design standards" (Replace note 4 with this note)

Trent – Parks:
6. Add trail ADA ramp
7. Add note for trail "5' walk with rock in shoulder."

Gary – Building/Inspections:
8. On site plan show lot 6 building envelop 5' outside of the detention edge. Add note to plat Lot 6 to keep at least 5' from detention easement.

JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning:
9. Change Hooke Vista street name to Charlotte Street on all sheets.

PRIOR TO PRECONSTRUCTION MEETING:
1. Provide an engineer's cost estimate for the cost of all improvements.
2. 10% Warranty Escrow Bond or Letter of Credit and Public/Private Improvement Agreement for all public and private improvements must be in place (from a financial institution with a branch in Utah).
3. Include surveyor's and engineer's stamps and signatures on the construction drawings.
4. Show lot addresses on the final plat (must coordinate with Planning Division).
5. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
6. Irrigation Company signature on the construction drawings for the irrigation piping. Work with Irrigation Co to eliminate 1.77' bubble up
7. Submit Storm Water Pollution Prevention Plan (SWPPP) through ComplianceGo.com for review by Lehi Public Works (call Rochelle with Public Works at 385-201-1900 with questions).
8. Schedule a SWPPP inspection through Lehi City Water Dept. (call 385-201-1900). This should be the last item completed prior to scheduling a preconstruction meeting.
9. Address any comments or conditions from City Council approval.
10. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled
11. Planner needs to sign off on building plans prior to the precon meeting

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

PRIOR TO RECORDING OF PLAT:

1. Provide a Mylar of the final plat for recording with the owners notarized signature(s).
2. Include surveyor's and engineer's stamps and signatures on the plat.
3. Provide a signed easement verification sheet (for proposed public utility easements on the plat).
4. Provide a recorded copy of required boundary line agreement(s).
5. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

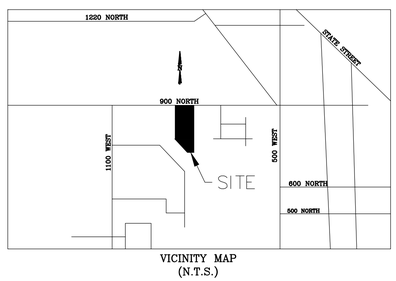
DRC GENERAL COMMENTS:

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

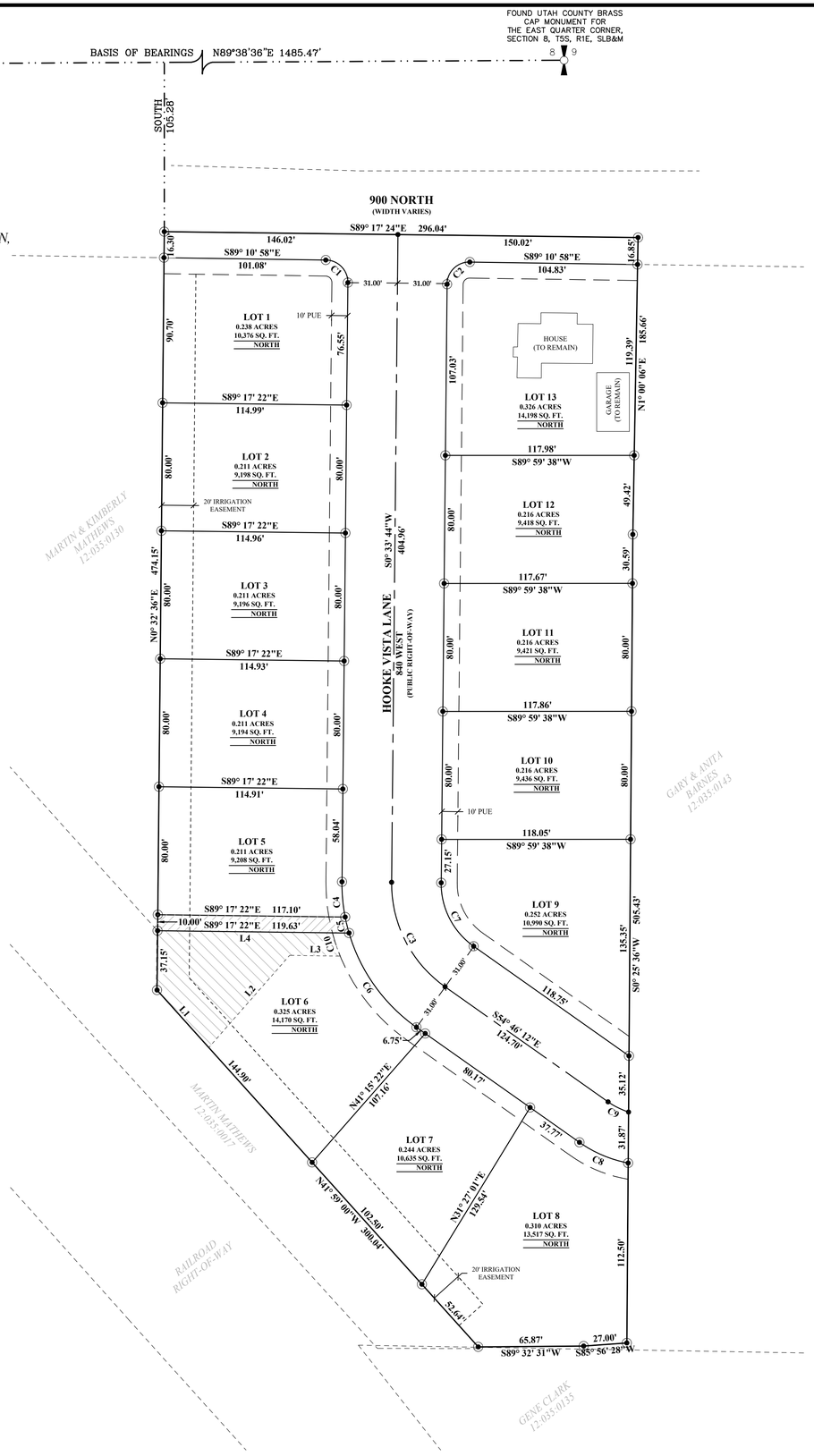
THIS ITEM WILL BE SCHEDULED FOR CITY COUNCIL ON MARCH 17, 2020.

HOOKE VISTA SUBDIVISION

A RESIDENTIAL SUBDIVISION
PART OF THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
LEHI CITY, UTAH COUNTY, UTAH



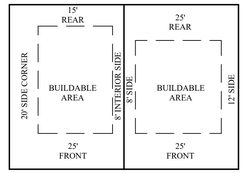
VICINITY MAP
(N.T.S.)



LINE TABLE		
LINE #	LENGTH	BEARING
L1	34.62'	S41° 59' 00"E
L2	76.62'	N41° 15' 22"E
L3	31.60'	S89° 10' 10"E
L4	109.21'	N89° 17' 22"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	21.93'	14.00'	89° 44' 42"	19.75'	N44° 18' 37"W
C2	22.05'	14.00'	90° 15' 18"	19.84'	S45° 41' 23"W
C3	76.29'	79.00'	55° 19' 56"	73.36'	S27° 06' 14"E
C4	22.12'	110.00'	11° 31' 12"	22.08'	S5° 11' 51"E
C5	10.33'	110.00'	5° 22' 43"	10.32'	S13° 38' 48"E
C6	73.79'	110.00'	38° 26' 01"	72.41'	S35° 33' 11"E
C7	46.36'	48.00'	55° 19' 56"	44.57'	S27° 06' 14"E
C8	33.29'	78.00'	24° 27' 14"	33.04'	S66° 59' 49"E
C9	14.32'	47.00'	17° 27' 26"	14.26'	S63° 29' 55"E
C10	15.35'	120.00'	7° 19' 39"	15.34'	N18° 32' 29"W

TYPICAL LOT SETBACKS



LEGEND

- PROPERTY CORNER SET REBAR/CAP "LEGEND ENGINEERING PLS 5183760"
- FOUND PROPERTY CORNER (AS NOTED)
- STREET CENTERLINE (NOTHING SET)

BOUNDARY LINE

PUBLIC UTILITY EASEMENTS

STORM DRAIN EASEMENT

DEDICATED TRAIL IN FAVOR OF LEHI CITY (1,182 SQ. FT.)

GENERAL NOTES

1. BRASS PINS TO BE PLACED AT THE TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE.

2. PERMANENT DETENTION FACILITY TO BE OWNED AND MAINTAINED BY THE OWNERS OF THE PROPERTY. NOT TO BE ALTERED WITHOUT APPROVAL BY LEHI CITY COUNCIL AND CITY ENGINEER.

3. 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.

SUBDIVISION SUMMARY OF AREAS

TOTAL LOTS=13
TOTAL AREA = 4.191 ACRES
NET AREA = 3.217 ACRES
DEDICATION AREA = 0.974 ACRES

ZONING DESIGNATION

SUBDIVISION - (R-1-FLEX)
NORTH ADJOINER - AGRICULTURAL (A-1)
SOUTH ADJOINER - AGRICULTURAL (A-1)
EAST ADJOINER - AGRICULTURAL (A-1)
WEST ADJOINER - AGRICULTURAL (A-1)

PLANNING COMMISSION APPROVAL

APPROVED THIS ____DAY OF_____, 2020.

CHAIRMAN, PLANNING COMMISSION

CITY ENGINEER APPROVAL

APPROVED THIS ____DAY OF_____, 2020.

LEHI CITY ENGINEER

SURVEYOR'S CERTIFICATE:

I, CORY B. NEERINGS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5183760 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE 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, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

CORY B. NEERINGS , PLS 5183760
(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT BEING NORTH 89°38'36" EAST 1485.47 FEET ALONG THE SECTION LINE AND SOUTH 105.28 FEET FROM THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE SOUTH 89°17'24" EAST 296.04 FEET;
THENCE SOUTH 1°00'06" WEST 185.66 FEET;
THENCE SOUTH 0°25'36" WEST 505.43 FEET;
THENCE SOUTH 85°56'28" WEST 27.00 FEET;
THENCE SOUTH 89°32'31" WEST 65.87 FEET;
THENCE NORTH 41°59'00" WEST 300.04 FEET;
THENCE NORTH 0°32'36" EAST 474.15 FEET TO THE POINT OF BEGINNING.

CONTAINS:
THIRTEEN (13) LOTS
4.191 ACRES
182,549 SQUARE FEET, MORE OR LESS

BASIS OF BEARINGS

BASIS OF BEARINGS WAS ESTABLISHED AS NORTH 89°38'36" EAST BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN ACCORDING TO NAD83 UTAH CENTRAL ZONE BEARINGS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I / WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED, HEREAFTER TO BE KNOWN AS THE

HOOKE VISTA SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.
IN WITNESS WHEREOF I / WE HAVE HEREUNTO SET MY / OUR HAND(S) THIS____ DAY OF_____2020.

OWNER _____ TITLE _____

OWNER _____ TITLE _____

ACKNOWLEDGEMENT

STATE OF }
COUNTY OF }

ON THE ____DAY OF_____, A.D. 2020 PERSONALLY APPEARED BEFORE ME, THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID FREELY AND VOLUNTARILY EXECUTE THE SAME FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____.

NOTARY PUBLIC_____, RESIDING IN _____COUNTY.
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF LEHI CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC ON THE ____DAY OF_____, A.D. 2020,

MAYOR _____ CLERK/RECORDER (SEE SEAL BELOW)

APPROVED:
CITY ENGINEER (SEE SEAL BELOW)

HOOKE VISTA SUBDIVISION
A RESIDENTIAL SUBDIVISION
PART OF THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
LEHI CITY, UTAH COUNTY, UTAH

PREPARED BY:

ELEVATE ENGINEERING
492 WEST 1200 NORTH
SPRINGVILLE, UT 84663
PHONE: (801) 718-5993
tarvin@elevateng.com

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK/RECORDER SEAL
PROFESSIONAL LAND SURVEYOR CORY B. NEERINGS No. 5183760 2/25/20 STATE OF UTAH			

Recorder

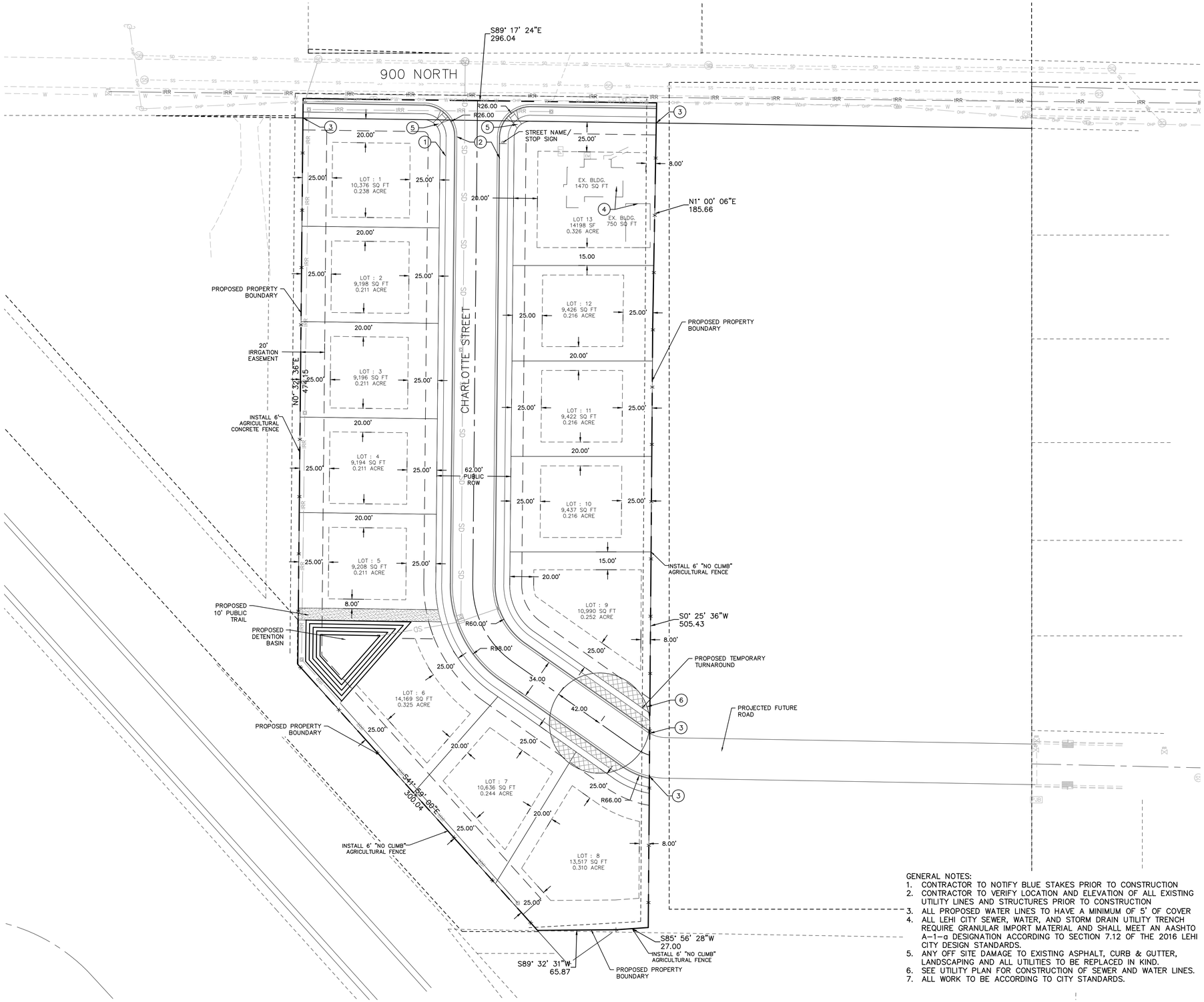
REVIEW COPY

REVISION:	NONE
DATE:	2/25/20
SCALE:	1"=40'
PAGE:	1 OF 1
PROJECT:	S20-001

REVIEW COPY

0 40 80 120
Scale in Feet

PROJECT ENGINEER:
LARVIN POLLOCK
ELEVATE ENGINEERING
492 WEST 1200 NORTH
SPRINGVILLE, UT 84663
(801) 718-5993
LARVIN@ELEVATENG.COM



LEGEND

LOT LINES (PROPERTY)	
EXISTING CURB AND GUTTER	
PROPOSED CURB AND GUTTER	
STRIPING	
BUILDING SETBACK	
LANDSCAPE SETBACK	
EXISTING BUILDING	
PROPOSED FENCE	x
TOP BACK OF CURB	TBC
FINISHED FLOOR ELEVATION	FFE
LANDSCAPE AREA	
CONCRETE AREA	

SITE DATA

OVERALL LOT AREA	182,549	SF (4.19 ACRES)
13 LOT SUBDIVISION		
MINIMUM LOT SIZE:	8,000	SF
MINIMUM FRONTAGE:	80	FT

ZONING: R-1-FLEX

SETBACKS

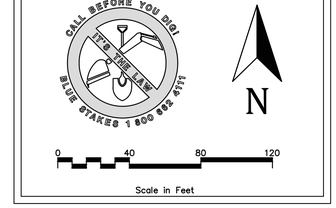
FRONT:	25 FT
REAR:	25 FT (15 FT ON CORNER)
SIDE:	8 FT (20' MIN TOTAL)
SIDE CORNER:	20 FT

DESIGN NOTES:

1. PROPOSED 5' SIDEWALK PER LEHI CITY STANDARDS. SEE SHEET C-6 FOR DETAILS.
2. PROPOSED CURB & GUTTER PER LEHI CITY STANDARDS. SEE SHEET C-6 FOR DETAILS.
3. CONNECT TO PROJECTED FUTURE DEVELOPMENT
4. EXISTING STRUCTURE TO BE PROTECTED IN PLACE.
5. PROPOSED ADA RAMP PER LEHI CITY STANDARDS.
6. INSTALL TEMPORARY TURNAROUND PER LEHI CITY STANDARDS. SEE SHEET C-5.1 FOR DETAILS.

GENERAL NOTES:

1. CONTRACTOR TO NOTIFY BLUE STAKES PRIOR TO CONSTRUCTION
2. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION
3. ALL PROPOSED WATER LINES TO HAVE A MINIMUM OF 5' OF COVER
4. ALL LEHI CITY SEWER, WATER, AND STORM DRAIN UTILITY TRENCH REQUIRE GRANULAR IMPORT MATERIAL AND SHALL MEET AN AASHTO A-1-a DESIGNATION ACCORDING TO SECTION 7.12 OF THE 2016 LEHI CITY DESIGN STANDARDS.
5. ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES TO BE REPLACED IN KIND.
6. SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
7. ALL WORK TO BE ACCORDING TO CITY STANDARDS.



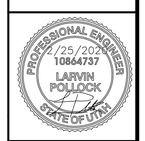
NO.	REVISIONS	BY	DATE

PROJECT ENGINEER: LP
DESIGNER: DL

ELEVATE ENGINEERING
492 WEST 1200 NORTH
SPRINGVILLE, UT 84663
PHONE: (801) 718-5993
larvin@elevateng.com

ELEVATE ENGINEERING

HOOKE VISTA SUBDIVISION
SITE PLAN
827 W 900 N, LEHI UT 84043



SHEET: C-1

DATE: Feb 25, 2020

Hooke Vista Final Subdivision

Aerial

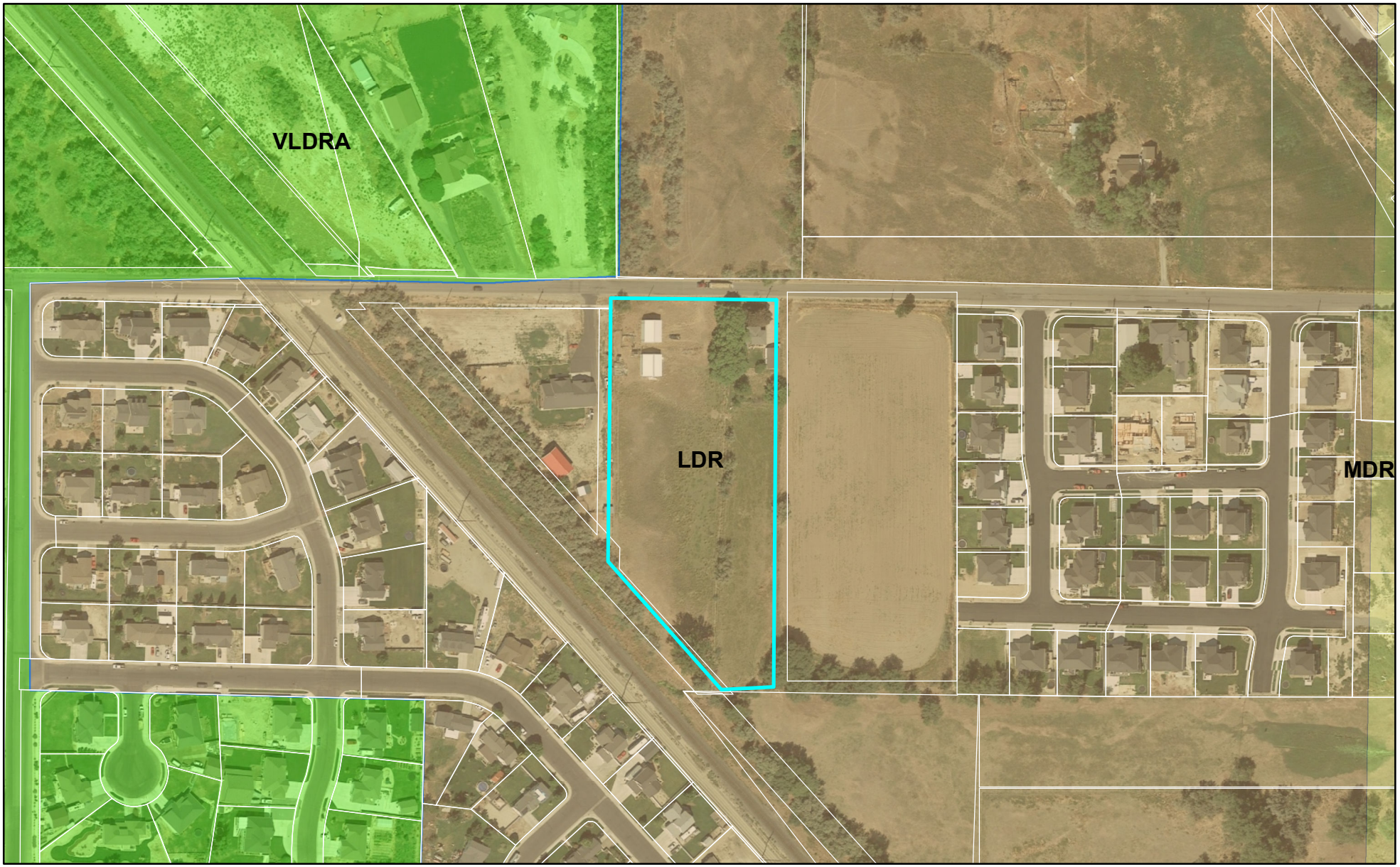


0 290 580 Feet

LEHI CITY

Hooke Vista Final Subdivision

General Plan



0 290 580 Feet

LEHI CITY

Hooke Vista Final Subdivision

Zoning



0 290 580 Feet

LEHI CITY

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #21-2020 amending the Lehi City Development Code, Chapters 5, 12, 17, 23, 37, and 39.
Petitioner: Lehi City

Suggested Action:

Attachments:
Development Code Changes DRC 01.22.20.docx

Ord 21-2020.pdf

Development Code Changes DRC 02.05.20.docx

Historic District Recommended Code Change DRC 02.12.20.docx

Development Code Amendments Chapter 5- Tables (all).pdf

Development Code Amendments Chapter 12 (all).pdf

Ch17PUD cleanup.pdf

Recommended Code Change- Ch. 23 & 37 Historic District.pdf

CCR Lehi City Development Code Amendments 03.31.20.docx

Development Code Amendments
DRC Redline Comments

Lehi City requests review of Development Code Amendments:
· Chapter 37 Sign Regulations
· Chapter 39 Definitions (Bed & Breakfast, Short Term Rental, Single Family, Townhome, Twin home
· Chapter 12 Cannabis
Chapter 12 Bed and Breakfast and Short-Term Rental

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present:
Date of Plans Reviewed: 01/16/20
Time Start: 2:00 pm
Time End: 2:30 pm

DRC REDLINE COMMENTS:

BED & BREAKFAST/ STR
1. On Short Term Rental, change item C to only require the one-hour response time and not the 1000-foot distance requirement.
2. Item G- recommend allowing parking in the garage or driveway space of the home.
3. Item B- remove architectural requirements for style of home and change it to meet the single-family requirements for the zone.

Chapter 39- Bed & Breakfast
1. Remove definition of two or more rooms.

CANNABIS
1. C-5- cultivation areas require at minimum a six-foot security fence around the full perimeter.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 13, 2020.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

LEHI CITY

ORDINANCE NO: 21-2020

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTERS 5, 12, 17, 23, 37, AND 39

WHEREAS, it has become necessary to amend Chapters 5,12,17,23,37, and 39 of the Lehi City Development Code; and

WHEREAS, this amendment seeks to add cannabis related businesses; and bakery retail as uses on the table of uses; add cannabis related business regulations, requirements for bed and breakfast inns, and short term rentals; clarify open space, compatibility and garages in Planned Unit Developments; clarify the boundaries of the Historic District; update signs and lighting regulations in the Historic District and clarify the boundaries; and update various definitions and adding definitions for Twin Homes and Bakery, Retail; and

WHEREAS, on March 31, 2020, the City Council held a duly noticed meeting to ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of February 13 & 27, 2020; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapters 5,12,17,23,37, and 39 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:

Chapters 5,12,17,23,37, and 39 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance 21-2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 31st day of March, 2020.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Development Code Amendments
DRC Redline Comments

Lehi City requests review of Development Code Amendments: Chapter 39 Definitions-Agriculture (Horticultural) and Agriculture (Livestock))

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: None
Time Start:
Time End:

DRC REDLINE COMMENTS:

Agriculture (Horticultural & Livestock)

1. Horticultural grows in the ground, Livestock walks around eating the Horticultural.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION 13TH

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

Historic District Recommended Code Change
DRC Redline Comments

Lehi City - requests review of a Development Code Amendment to Chapter 23 & 37, clarifying the Historic District.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: None
Date of Plans Reviewed: 02/06/2020
Time Start: 2:56 pm
Time End: 3:00 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks:

1. Recommend quick links on online version of Chapter 37 to access different districts.
2. Include close up map of each district at beginning of each district.

Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning:

3. Rearrange the wording to be consistent from West to East.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 27, 2020.

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

USE	DISTRICT											
	TH-5	A-5	A-1	RA-1	R-1-22	R-1-15	R-1-12	R-1-10	R-1-8/ R-1-Flex	R-2	R-2.5	R-3
Animal Rights - Category 3 [See Sec.12-120(D)]	P[1]	P	P	P	P	C[2]	C[2]					
Animal Rights - Category 4 [See Sec.12-120(D)]	P[1]	P	P	P	P	P	P	P	P	P	P	P
Assisted Living Facility											C	C
Bed and Breakfast~~Bed and Breakfast Inn~~		C~~C~~	C~~C~~	C~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~	~~C~~
Beekeeping [See Sec. 12-120(E)]	P[1]	P	P	P	P	P	P	P	P	P	P	P
Cannabis Production Establishment			P									
Child Daycare (commercial)										C	C	C
Commercial Equestrian Riding Facilities	C[1]	P	C									
Gravel Pits, Clay Pits		C										
Greenhouses (private, as an accessory use)		P	P	P	P	C	C	C	C	C	C	C
Greenhouses (commercial)		C	C	C	C							
Kennels		C	C									
Model Home [See Sec.12.220]	P	P	P	P	P	P	P	P	P	P	P	P
Portable Storage Container [See Sec. 12.130-D]	C	C	C									
Rest Home, Nursing Home											C	C
Retirement Home/Retirement Center											C	C
Rock Crushers		C										
Short Term Rental		P	P	P	P	P	P	P	P	P	P	P
Swimming Pools (private)/Private Recreation Facilities	P[1]	P	P	P	P	P	P	P	P	P	P	P
Temporary Construction Buildings & Yards (12 months maximum)		P	P	P	P	P	P	P	P	P	P	P
Temporary Home Sales Office (12 months maximum)		P	P	P	P	P	P	P	P	P	P	P

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
[1] Permitted to the extent that such use can occur without city culinary or pressurized irrigation water services. However, a building permit will not be issued without compliance with Table 12-060. Such compliance may require a zone change and water dedication pursuant thereto;
[2] Use conditioned upon a finding by the Planning Commission that such use is compatible with surrounding uses.
[3] Requires Site Plan approval by the Planning Commission.

TABLE 05-030-B
TABLE OF USES – COMMERCIAL, INDUSTRIAL, AND BUSINESS PARK ZONES

(Amended 01/09/01; 08/07/01; 04/09/02; 07/09/02; 04/27/04; 04/12/05; 05/10/05; 06/14/05; 08/09/05; 11/15/05; 07/10/07; 05/22/08; 04/14/09; 06/09/09; 07/28/09; 12/08/09; 11/15/11; 12/13/11; 04/24/12; 09/11/12; 07/22/14; 02/24/15; 03/24/15; 01/12/16; 01/26/16; 02/13/18; 08/28/18; 09/25/18; 11/13/18, 01/08/19;01/22/19; 03/12/19; 07/30/19; 08/27/19)

USE	DISTRICT									
	NC	C	C-H	CR	C-1	BP	LI	I	T/M	HI
RESIDENTIAL USES										
~~Bed and Breakfast Inn~~	~~P~~	~~P~~		~~P~~	~~P~~	~~P~~				
Dwelling Unit for caretaker/security guard (must be within primary structure and not as an accessory unit)		P	P	P		P	P	P	P	
Group Home							P			
Juvenile Group Facility							C			
Rehabilitation and Treatment Facilities [See Sec. 12.180]							C			
Nursing Home, Assisted Living, or Retirement Home/Center	P	P								
PUBLIC/CIVIC USES										
Churches (places of worship)	P	P	P	P		P	P	P		
Cultural and Artistic uses, such as Museums, Galleries, Libraries, Performing Arts Studios	P	P		P		P	P			P
Golf Courses, Country Clubs, and Putting Greens		P	P	P		P	P	P	P	
Parks, Playgrounds, Open Space, Trails and Greenways	P	P	P	P		P	P	P	P	P
Parking lot or Parking Structure, Municipal or Joint Venture (public/private)	P	P	P	P	P	P	P	P		
Public/Civic Buildings	P	P	P	P		P	P	P	P	P
Schools	P	P	P	P	P	P	P	P	P	P
Sporting Facilities, Arenas		P	P	P		P	P	P	P	
Sports Fields		P	P	P		P	P	P	P	
COMMUNICATION & UTILITIES										
Communication Facilities and Towers [See Sec.12.140]		C	C	C		C	C	C	C	
Electrical Substations and Power Transmission Lines, Municipal	P	P	P	P	P	P	P	P	P	P

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
* All uses in the Planned Community, Resort Community and Sports Entertainment Zones must be authorized through an Area Plan pursuant to Chapter 15, Area Plans, of this Code.

USE	DISTRICT									
	NC	C	C-H	CR	C-1	BP	LI	I	T/M	HI
Electrical Substations and Power Transmission Lines, Non-Municipal		C	C	C		C	C	C	C	
Oil & Gas Transmission Lines	C	C	C	C	C	C	C	C	C	C
Public and Private (with franchise agreement) Utility Underground Lines, and Rights of Way	P	P	P	P	P	P	P	P	P	P
Public and Private (with franchise agreement) Utility Buildings and Other Above Ground, Structures	C	C	C	C	C	C	C	C	C	C
COMMERCIAL/NONRESIDENTIAL USES										
Accessory Buildings and uses incidental to an authorized use	P	P	P	P	P	P	P	P	P	P
Adult Daycare	P	P		P		P				
Artisan Shop	P	P	P	P		P	P			
Athletic Instruction, including Dance, Gymnastics, and Martial Arts	P	P	P	P		P	P			
Automobile Sales/Rental sites 1 acre or larger			P	P			P			
Automobile Service and Repair		C	C	P			C	C		
Bakery, Retail	P	P		P		P				P
Bed and Breakfast	P	P	P	P	P					
Body Art Facility							P	P		
Brew Pub		P	P	P	P	P	P			
Building Maintenance Services			C				P	P	P	
Car Wash		P	P	P			P	P		
Check Cashing, Title Loans & other Credit Services		C	C			C	C			
Child Daycare (Commercial)	P	P		P		P				
Climate Controlled Indoor Storage		P	P	P			P	P		
Commercial Laundries, Linen Service							P	P		
Commercial Parking Lot/Structure (private)		P	P	P		P	P	P	P	P
Commercial Recreational Facility		P	P	P		P	P	P	P	
Conference Center, Convention Center, Reception Center		P		P		P			P	

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
* All uses in the Planned Community, Resort Community and Sports Entertainment Zones must be authorized through an Area Plan pursuant to Chapter 15, Area Plans, of this Code.

USE	DISTRICT									
	NC	C	C-H	CR	C-1	BP	LI	I	T/M	HI
Construction and Equipment Sales and/or Rental			C				P	P		
Construction Service			C				P	P		
Convenience Store, with Gasoline Sales		P	P	P			P	P		
Dry Cleaners	P	P	P	P		P				
Equipment Sales and Rental			C		C		P	P		
Financial Institutions and Services	P	P		P	P	P			P	
Drive through facilities incidental to an allowed use		C	P	P		C				
Flex/Office/Retail/Commercial/Warehouse		P	P	P			P	P	P	
Funeral Home	P	P	P	P						
Health Care Facility	P	P	P	P		P				
Health/Fitness Club	P	P	P	P	P	P	P	P	P	
Heliport		C	C	C		C	C	C	C	
Hobby Garages			P				P	P		
Hotels and Motels		P		P		P	P		P	
Junk Yards and Salvage Yards								C		
Laboratory - Medical, Dental, Optical		P	P			P	P	P	P	
Launderette, Laundromat		P	P	P			P			
Light Office/Warehouse Combination		P	P	P			P	P	P	
Manufactured Home Sales and Service							P	P		
Medical and Dental Clinics	P	P		P		P	P		P	
Medical Cannabis Pharmacy		P	P	P	P	P	P	P	P	P
Medical Research Facility		P	P	P	P	P	P	P	P	P
Moving and Storage Facilities			C				P	P		
Nightclub		C	C	P			P			
Offices, Professional	P	P	P	P	P	P	P	P	P	P

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
* All uses in the Planned Community, Resort Community and Sports Entertainment Zones must be authorized through an Area Plan pursuant to Chapter 15, Area Plans, of this Code.

USE	DISTRICT									
	NC	C	C-H	CR	C-1	BP	LI	I	T/M	HI
Tobacco Products Shop							C			
Towing and Impound Yard [See Sec. 12.130-G]							C	C		
Veterinary Office, operating entirely within an enclosed building and keeping animals overnight only for treatment purposes	P	P	P	P	P	P	P			
MANUFACTURING										
Brick Manufacture								C		
Building Materials Storage and Wholesaling			C				P	C		
Cabinet and Woodworking Shop			C				P	P		
Cannabis Production							P			
Commercial Storage or Distribution (excluding junkyards and salvage yards)							C	C	C	
Concrete Block Manufacture								C		
Concrete Manufacture								C		
Contractor's Storage Yard							C	C		
Food Processing including the slaughtering, processing and packaging of livestock (excluding feed lots, outdoor corrals or pens for the keeping of livestock, and animal rendering)					P					
Gasoline and Oil Storage (wholesale)								C		
Heavy Industrial Assembly								C		
Light Manufacturing and Assembly which are not obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of materials, process, product, or waste, and which: a. Do not process animal, vegetable or fish products or the rendering and refining of fats and oils; b. Encloses all equipment, compressors, generators and other ancillary equipment within a building or structure.			C		C	C	P	P	P	
Lumberyard							C	P		

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
* All uses in the Planned Community, Resort Community and Sports Entertainment Zones must be authorized through an Area Plan pursuant to Chapter 15, Area Plans, of this Code.

TABLE 05-030-C
TABLE OF USES - MIXED USE AND SPECIAL DISTRICTS
(Adopted 09/11/12; Amended 11/13/12; 02/24/15; 01/12/16; 02/23/17; 06/11/19)

USE	DISTRICT			
	MU	HC	PC/SE/RC	PF
RESIDENTIAL USES				
~~Bed and Breakfast Inn~~	~~P~~	~~P~~	~~*~~	
Dwelling Unit (above ground floor)	P	P		
Dwelling Unit for caretaker/security guard (must be within primary structure and not as an accessory unit)	C	P	* *	
Group Home	P	P	*	
High-Density Residential			*	
Mixed-Use Single Family Residential and Commercial Structure/Project complying with the use and development standards		P	* *	
Mixed Use Commercial and Stacked Residential Above Commercial		P	*	
Modular Home	P[1]	P[1]	*	
Nursing Home	C	P	*	
Residential Lease, Short Term			*	
Retirement Home/Center	C	P	*	
Single-Family Dwelling	P[1]	P[1]	*	
PUBLIC/CIVIC USES				
Churches (places of worship)	P	P	*	
Cultural and Artistic uses, such as Museums, Galleries, Libraries, Performing Arts Studios	P	P	*	P
Golf Courses, Country Clubs, and Putting Greens			*	P
Parks, Playgrounds, Open Space, Trails and Greenways	P	P	*	P
Parking Lot or Parking Structure, Municipal or Joint Venture (public/private)	C	P		P
Public/Civic Buildings	P	P	*	P
Schools	P	P	*	C

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
* All uses in the Planned Community, Resort Community and Sports Entertainment Zones must be authorized through an Area Plan pursuant to Chapter 15, Area Plans, of this Code.
1 = Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single family dwellings shall not be permitted

USE	DISTRICT			
	MU	HC	PC/SE/RC	PF
Automobile Service and Repair	C		*	
Bakery, Retail	P	P	*	
Bed and Breakfast	P	P	*	
Body Art Facility			*	
Brewpub	P	P	*	
Building Materials Supply Store with no outside storage	P	P	*	
Car Wash	C		*	
Child Daycare (Commercial)	P	P	*	
Commercial Parking Lot/Structure	C	P	*	
Commercial Recreational Facility	C		*	
Conference Center, Convention Center, Reception Center	P	P	*	
Construction Sales	C		*	
Construction Service	C		*	
Convenience Store, with Gasoline Sales	C		*	
Convenience Store, without Gasoline Sales	P	P	*	
Financial Institutions and Services	P	P	*	
Financial Institutions and Services with drive through facilities	C		*	
Funeral Home	P	P	*	
Hardware Store with no outside storage	P	P	*	
Health Care Facility	P	P	*	C
Health Club	C	P	*	
Heliport			*	
Hospital (Small Animal)	P	P	*	
Hotels and Motels	P	P	*	
Laboratory, Medical, Dental, Optical	P	P	*	

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
* All uses in the Planned Community, Resort Community and Sports Entertainment Zones must be authorized through an Area Plan pursuant to Chapter 15, Area Plans, of this Code.
1 = Single family homes that existed at the time this code was adopted (9/11/12) shall continue; however new single family dwellings shall not be permitted

Chapter 11, Development Application Requirements, of this Code.

Section 12.220. Model Homes.
(Amended 01/13/15; 1/16/18)
Model homes may be allowed pursuant to the following criteria:

A. Model homes will be permitted in all residential zones for the marketing of lots or structures in the subdivision in which they are located.

B. Model homes shall be converted to residential dwellings when the corresponding subdivision becomes 80% developed or has been occupied as a model home for three years, whichever comes first.

C. Adequate off-street parking shall be provided.

D. Hours of operation shall be noted by the applicant, and subsequently approved in accordance with the provisions of this Code.

E. A model home may not be used as a general real estate office, construction management office, or an off-site sales office.

F. The number of model homes per subdivision will be reviewed on a site specific, case-by-case basis. Under no circumstances shall the number of model homes in a particular subdivision exceed the ratio of one model home for every ten houses contemplated by the corresponding recorded plat.

Section 12.230. Bed and Breakfast Inns.
Bed and breakfast inns are allowed as a commercial use in commercial zones. And as a conditional use in the A-5, A-1, and RA-1 zones. And must comply with the following criteria:

A. No bed and breakfast shall be located within 600 feet of an elementary school or middle school or junior high measured from the nearest entrance of the hotel or motel by following the shortest route of ordinary pedestrian travel to the property boundary of the school.

B. Building shall be of a historical nature; or if a new build, the building shall contain architectural features and design reflective of the Pioneer, Victorian, Early Twentieth Century, Period Revival, Early Modern, or Post-War Modern as defined by the Utah Heritage foundation. Different architectural styles can be approved by Planning Commission that are consistent with the vision for the area.

C. The owner or an employee needs to be present at all times on the premise.

D. Each bed and breakfast establishment shall have a sign of sufficient size as to be visible from the street. The sign shall be consistent with the architectural style of the establishment.

E. Every bed and breakfast establishment shall have a current business license; and comply with all other necessary City, State, and Fire Code requirements.

Section 12.240. Short Term Rentals.
Short Term Rentals (STRs) are an allowed use within all residential zones as long as they meet the following criteria:

A. No STR shall be located within 600 feet of an elementary school or middle school or junior high measured from the nearest entrance of the STR by following the shortest route of ordinary pedestrian travel to the property boundary of the school.

B. The home shall be the primary residence of the applicant. Primary residency will be shown by providing the following documentation at the time of application and annually thereafter at the time of business license is renewal.

1. The applicant's most recent state and federal tax returns both listing the property as the applicant's primary residence; and
2. A government issued ID with the address of the applicant listed.

C. The owner, employee, or someone the owner designates as a point of contact shall be able to respond to all calls within 1 hour while the property is being rented.

D. The number of short-term renters shall be no more than 10 individuals, or as limited by off-street parking availability. Whichever is less.

E. Every short-term rental establishment shall have a current business license; and comply with all other necessary City, State, and Fire Code requirements. The business license shall be displayed inside the rental area of the home as to be visible to guests.

F. Business licenses shall be renewed annually. Prior to renewal the applicant must show a resolution to any valid complaints related to the requirements set forth in this Section.

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G. All parking for short-term rentals shall be provided off street. And must meet the requirements of Table 37.070 of this Code. The required parking may take place in the primary garage or driveway space of a home if the applicant can prove that adequate parking will remain for the owner and other permanent occupants of the home.

H. The owner shall establish and enforce curfew and quiet hours that are reasonable and fit in the context of the surrounding neighborhood. Reasonable measures may be required to mitigate against noise nuisances to neighbors.

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lighting shall conform with the lighting standards from Section 12.110 of this Code.

6. A minimum 10-foot landscaped setback shall be required between all public streets and display areas. This landscape area shall include street trees as per City street tree standards.

K. Hobby Garages.

1. Windows and Doors. In addition to the requirements of the Design Standards in Chapter 37 of this Code, all buildings facing public streets and public trails will include windows and doors.

2. Restrictions. Private garage units shall not be used for manufacturing, retail or wholesale selling, office functions, or human or animal habitation. Private garage units shall not permit storage of any hazardous or flammable materials unless in containers approved by the International Fire Code (IFC), hazardous waste, or any material which creates noxious dust, odor, or fumes.

3. Personal Use. An owner of a unit may use such unit for a personal use that is not considered a residential, business or retail use.

4. Residential Use Not Allowed. No portion of any private garage development shall be used for residential purposes and no owner may sleep overnight in or on their unit. A unit may include bathroom facilities provided that no unit may include or contain more than one toilet. Kitchen-type appliances will be allowed, provided all appliances are limited to a 120-volt, single pole, GFCI receptacle.

5. Parking. The term "vehicles", as used in this section shall include, without limitation, automobiles, trucks, watercraft, trailers, motorcycles, ATVs, campers, vans, airplanes, recreational vehicles and machines similar to the foregoing. No vehicle may be left upon any portion of the project except in a garage, driveway, parking pad or other area designated; however, guests and invitees of owners may park vehicles in the aisles as long as it does not impede the flow of traffic or block driveways for up to five (5) hours at a time. Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles and unlicensed vehicles or inoperable vehicles shall not be parked within the project other than in an enclosed unit. This section shall not apply to emergency vehicle repairs. No additional off-site parking spaces are required.

6. Explosives. No unit shall be used to manufacture, store, distribute or sell explosives or associated materials.

7. Owners Association. Any development with private garages must maintain an active owners' association that remains intact through the duration of the use.

8. Lighting. Lighting shall meet the requirements of Section 12.110 of this Chapter including a detailed lighting plan to ensure well-lit areas, while reducing light pollution to surrounding neighborhoods and developments.

L. Cannabis, CBD and Hemp Production Facilities and Medical Pharmacies.

A. Purpose. The purpose of this Section is to comply with State regulations found in S.B. 1002 and to regulate the location of medical cannabis related businesses to protect the health, safety and welfare of the general public while providing for the orderly establishment of cannabis production and medical distribution.

A. Definitions. As used in this section:

1. "Cannabis" includes all species of the genus cannabis and all parts of the genus, whether growing or not; the seeds of it, the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.

1. (a) "CBD oil or Hemp" is a subcategory of cannabis that contains less than 0.3 percent tetrahydrocannabinol.

2."Cannabis Cultivation" is the growing or intention to grow cannabis for sale or for personal use.

3."Cannabis Production" is the process of changing cannabis plants, seeds, or resin to a different form for use or consumption.

1. "Medical Cannabis Pharmacy" is a location that sells or intends to sell cannabis in a medicinal form, or a medical cannabis device to a medical cannabis cardholder.

C Regulations for all cannabis related businesses in-

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cluding cultivation, production, and pharmacy distribution.

1. No cannabis related business may locate within 1,000 feet of a community location including: public or private schools, a licensed child-care facility or preschool, a church, public library, a public playground or public park.

2. No cannabis related business may locate in or within 600 feet of a residential zoning district including: RA-1, R-1-22, R-1-15, R-1-12, R-1-10, R-1-8, R-Flex, R-2, R-2.5, R-3, and PC.

(a)The 600- and 1,000-feet requirements shall be measured from the nearest entrance to the cannabis business by following the shortest route of ordinary pedestrian travel to the property boundary of the community location or border of the residential zone.

3. All cannabis related businesses must comply with all other related State Code and must show a State License prior to applying.

D. Cultivation Regulations. Regulations specific to the cultivation of cannabis.

4. Cultivation shall not exceed 100,000 square feet of contiguous area.
5. Cultivation areas require a six-foot non-climb fence around the full perimeter.

B. Medical Pharmacy Regulations. Regulations specific to the medical pharmacy distribution of cannabis.

1. No bars, chains, or similar security devices visible from the public street or sidewalk are allowed
2. Hours of operation shall be limited to between 8 am and 8 pm
3. No outdoor seating or outdoor vending shall be allowed.
4. Drive thru facilities shall not be allowed.
5. The number of allowed medical pharmacies shall be one per every 50,000 residents. The number of residents for this requirement rounds down, meaning 100,000 residents are required for an additional pharmacy.
6. Signage. The following regulations apply to all cannabis related business signage.

(a) Signage shall not exceed five percent of the primary wall or four feet by five feet, whichever is smaller.
(b) Allowed signage includes one wall sign with: the establishment's name and hours of operation and a green cross.

F. CBD oil or Hemp products containing less than 0.3 percent tetrahydrocannabinol sales.

1. Must be registered with the U.S. Department of Agriculture and Food,and submit State license prior to City business license being issued.

~~8.~~9.

Section 12.140. Wireless Telecommunications Facilities. *(New 02/27/07; Amended 07/08/14)*

A. Purpose. The purposes of this section are:

1. to establish location, appearance, and safety standards that will help mitigate potential impacts related to the construction, use, and maintenance of telecommunications facilities;

2. to provide for the orderly establishment of telecommunications facilities in the City;

3. to minimize the number of antenna support structures by encouraging the location of antennas on pre-existing support structures, encouraging the use of stealth facilities, encouraging the co-location of multiple antennas on a single structure, and encouraging the use of City–owned property for antenna support structures; and

4. to comply with the Telecommunications Act of 1996 by establishing regulations that do not prohibit or have the effect of prohibiting the provision of personal wireless services, do not unreasonably discriminate among providers of functionally equivalent services, and are not based on the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communication Commission's regulations concerning such emissions.

B. Definitions. The following words shall have the described meaning when used in this Section**:**

Antenna. A transmitting or receiving device used in telecommunications that radiates or captures radio signals.

Antenna Support Structure. Any structure that

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. 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 district 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.

G. Required Open Space. For all Planned Unit Developments, not less than ten 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.

H. 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 waterwise 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

Deleted: contiguous

Deleted: and the majority of residential lots or units within the PUD shall abut the open space…

Deleted: Arterial

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N. 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.

O. 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.

Section 17.050. Architectural Standards.
(New 8/12/03)

A. Purpose. The architectural standards and criteria contained in this section are intended to provide high quality neighborhoods that are aesthetically attractive and desirable places to live. The standards require variations in neighborhood appearance, a sense of individuality for each home, and street scenes that function well and have visual interest. In making neighborhoods a more attractive and desirable place to live, the City hopes to increase neighborhood longevity, create a greater sense of community pride, and provide a high quality of life for Lehi's citizens.

B. Product Mix. Each PUD project shall provide a variety of home styles to 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.

C. Corner Lots. Attention shall be paid to corner lots. At least one home plan per neighborhood shall be designed specifically for corner home sites. This home plan shall 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.

D. Garages. The home and front yard rather than the garage shall be the primary emphasis of the front elevation. House plans shall not allow the garage to extend forward of the main architecture (covered porches, front doors, etc.) of the home. The use of side load or swing-in type garages is encouraged.

E. Architectural Features. The architectural features listed in this subsection are required for each home within a PUD based on the type of exterior materials used. Houses using vinyl, aluminum, stucco or other siding as the exterior material shall incorporate at least 12 of the architectural features listed in this subsection in their design. Houses with a combination of siding and hard surface such as brick wainscot or hard surface front with siding on side and rear shall incorporate at least ten of the architectural features listed in this subsection in their design. Houses using all hard surface for exterior materials such as brick or stone shall incorporate at least eight of the architectural features listed in this subsection in their design. The architectural features selected shall be appropriate to the architectural style of the home. Prior to issuance of a building permit within an approved PUD, the Chief Building Official shall verify that these architectural standards have been satisfied. The Chief Building Official may request input from the Reviewing Departments, Planning Commission, and City Council as deemed necessary.

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1. Front Porch shall be at least four feet wide and four feet long; landings and stoops do not count.



2. Wrap around porch.



3. Decorative gables, curved gables and dormers with 2' x 6' fascia that break up otherwise long, uninterrupted rooflines.



e. conforms to the illumination requirements set forth in this section.

3. The Planning Commission shall review and approve all EDSs not identified in subsection 23.090.C.2.

4. To protect the integrity of the historic commercial areas of the City, no EDS shall be located along Main Street from ~~100~~500 East to 500 West, or along State Street from Center Street to ~~300~~400 East.

5. Each EDS display shall remain "on" and static for a minimum of three seconds, except for video presentations. Flashing, starburst, and similar frame effects are prohibited.

6. Each EDS shall be equipped with a sensor or other device that automatically determines the ambient illumination and which is programmed to automatically dim according to ambient light conditions.

7. Each EDS shall have a default mechanism to turn off the sign within 24 hours of a reported malfunction.

8. Illumination levels shall not, at maximum display intensity, exceed 0.3 foot candles over ambient lighting conditions when measured at the distance set forth in Table 23.090.C. Light cutoff devices shall minimize light above the EDS.

9. Illuminance shall be measured with a meter set to measure foot candles accurate to at least two decimals. Illuminance shall be measured with the EDS off, and again with the EDS displaying a white image for a full-color capable EDS, or a solid message for a single-color EDS. All measurements shall be taken perpendicular to the face of the EDS at the distance determined by the total square footage of the EDS as set forth in Table 23.090.C.

10. The applicant shall submit a photometric matrix showing the dispersal in foot candles and showing that the EDS meets all the requirements of this section.

TABLE 23.090.C

SIGN AREA VERSUS MEASUREMENT DISTANCE FOR ELECTRONIC DISPLAY SIGNS

ON-PREMISES SIGNS	
AREA OF SIGN (sq. ft.)	**MEASUREMENT DISTANCE (feet)**
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71

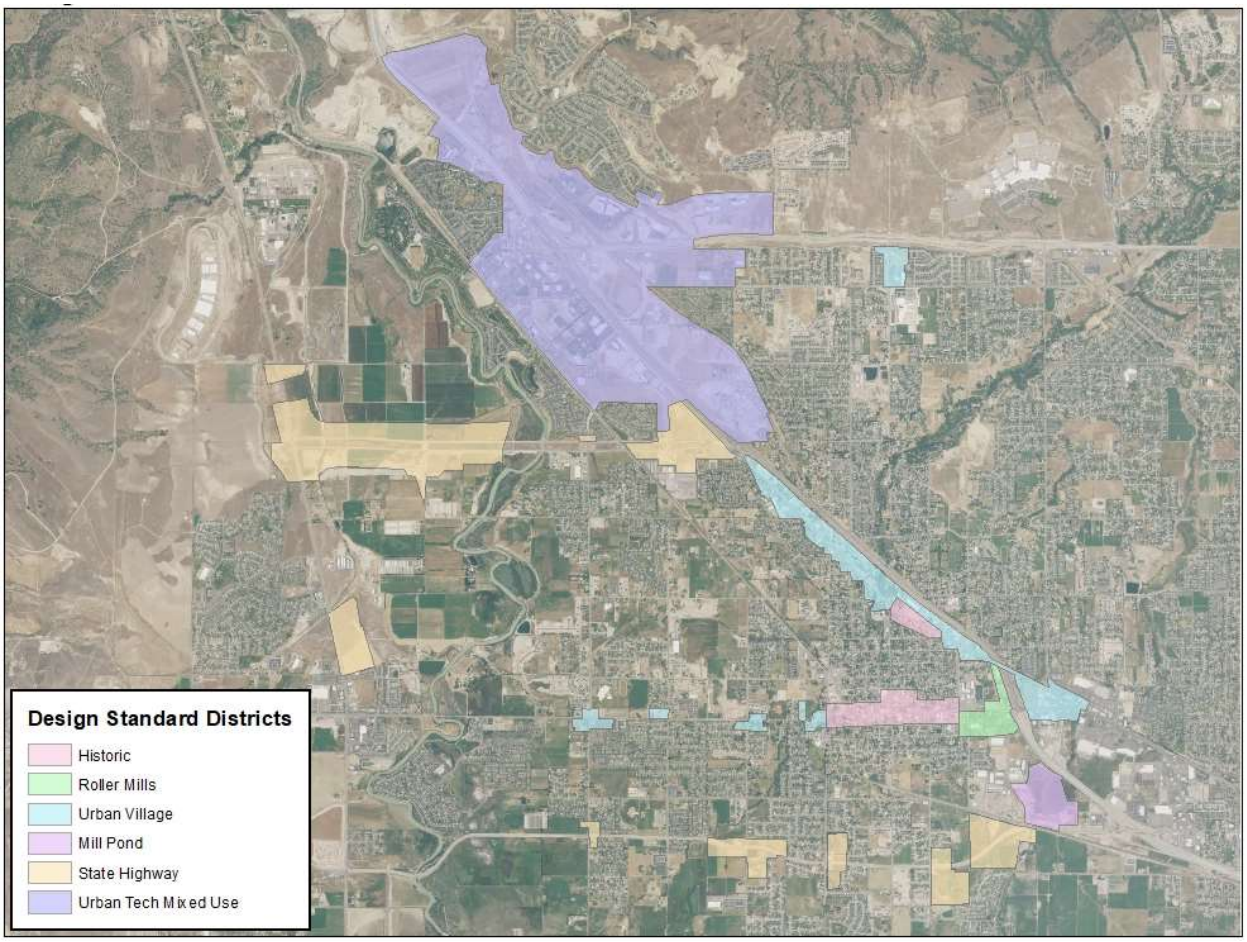


Figure 1. This map shows the location of each design standard district to identify which standards are applicable to a proposed nonresidential development.

1. Historic District Design Standards:



a. Purpose and Vision:

i. The purpose of the Historic District is to create a vibrant and walkable downtown center of Lehi with housing, offices, retail, restaurants, entertainment uses, and municipal buildings. The Historic District is designated as along Main Street from 500 East to 500 West, or along State Street from Center Street to 400 East.

ii. The built environment of the Historic District is envisioned to preserve and build on the existing historic commercial buildings by orienting new buildings to the public sidewalks, providing quality outdoor public gathering spaces, engaging the street with outdoor dining and sidewalk sales, and incorporating municipal buildings. The architecture is envisioned to include a traditional style with ornamental features, brick, awnings, and large panes of glass facing the public street. The Historic District is intended to provide opportunities to live, work, play, and visit in a unique and inviting atmosphere. The mixture of uses may require a shared and off-site parking, and parking may ultimately be provided by a future public parking structure.

b. Architectural standards. New developments in the Historic District shall comply with the following architectural standards:

i. Street transparency:

1. The facades facing street frontages shall include large clear glass windows on the street level with smaller windows allowed on the upper floors. Opaque, heavily tinted, or reflective glass is inappropriate, and shall not be used. When glass is tinted, it shall allow for a minimum 60 percent light to pass through into the building.

2. A minimum of 50 percent of the facade area on the first floor facing Main Street and State Street shall consist of glass (see Figure 2).

3. A minimum of 40 percent of the facade area on the first floor facing other public streets and walkways shall consist of glass.



Figure 2. The first floor area shown in red is 12 feet tall and 100 feet wide which results in 1,200 square feet of regulated area. In this example, the glass area shown is 840 square feet which is 70 percent of 1,200 square feet.

ii. Architectural features:

1. Each facade of the building facing a street shall include all of the following:

DEVELOPMENT CODE AMENDMENT
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 31, 2020
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	January 22 & 29, 2020 February 12, 2020
Date of Planning Commission Review	February 13 & 27, 2020

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

REPORT ANALYSIS

Lehi City requests approval of several Development Code amendments. The proposed amendments include regulations for cannabis related businesses; updated regulations for bed and breakfasts and short term rentals; and includes clarifications to PUD requirements, signage, agriculture, bakeries, twin homes, and the Historic District. The proposed amendments include changes to Chapter 17, 37, 39, 12, 5, and 23 and are described in more detail below.

CHAPTER 17- PLANNED UNIT DEVELOPMENTS

The applicant proposes changes to add clarity to the intent of the PUD ordinance. This includes clarifying language to the open space requirement, compatibility with surrounding residential districts, and garages. The proposed changes will help Staff, Planning Commission, and City Council better enforce the Development Code, and removes some of the more ambiguous language.

CHAPTER 37- DESIGN STANDARDS



The proposed amendment to Chapter 37 would update the sign and lighting regulations in the Historic District. Specifically, it would remove the regulation that backlit signs (see example to the right) are prohibited in the Historic District. None of the other design districts have regulations pertaining to signs and the only references to backlighting in the Development Code are in Chapter 23. Section 23.150 Design under F states that backlit signs usually produce less glare and garishness than internally illuminated sign cabinets with acrylic sign faces. It is the opinion of staff that allowing backlit signs in the Historic District will not detract from the vision for the area and should be allowed as an option to business and building owners.

There were no DRC comments on the proposed amendment to Chapter 37.

CHAPTER 39- DEFINITIONS

Several new definitions were added or proposed to be clarified. These include the following: accessory dwelling unit; agriculture; bakery; bed and breakfast inn; dwelling, detached single family; dwelling, townhouse; dwelling, twin home; and short-term rental.

Accessory Dwelling unit
This used to be labeled as an accessory apartment, the only change is to relabel it as an accessory dwelling unit. This provides cohesiveness with Chapter 12.

Agriculture (Horticultural) & Agriculture (Livestock)
This proposed amendment would remove pasture which is defined as a vegetation area used for grazing by livestock from the horticultural definition and add it to the livestock definition. This will allow agriculture (horticultural) areas to be solely used for crop and plant production.

Bakery
There is a proposed amendment to create a new "Bakery, retail" definition and remove bakery products from the food processing definition. The "Bakery, retail" definition is defined as an establishment that produces and sells flour-based foods baked for consumption on the premises including bread, cookies, cakes, pastries, and pies. Additionally, the definition "Bakery, retail" was added to Chapter 5 of the Development Code under the Table of Uses.

The DRC did comment that the "on the premises" requirement should be removed from the definition of Bakery, retail.

Bed and Breakfast Inn
The current definition of bed and breakfast allows for short term rentals such as Airbnb, VRBO, and other similar companies. The proposed amendment clarifies and changes it to reflect more of a commercial business, rather than a household rental. The definition adds detached single family in order to exclude townhomes and twin homes from being used as bed and breakfasts. It also clarifies that rooms are rented individually and not as a whole unit. It also adds the requirement for the innkeeper or an employee to be present at all times.

The DRC commented to remove "two or more rooms" rented out from the definition. The submittal was updated to reflect this suggestion.

Dwelling, Detached Single Family; Dwelling, Townhouse; Dwelling, Twin Home
It was brought to our attention that as currently approved, the definition for a dwelling, townhome classifies it as a

single-family dwelling unit, which would allow for a bed and breakfast use in it. City Staff seeks to add clarity to the difference between these definitions.

For single family the word "detached" was added to distinguish it. The current definition states that no other dwelling units are located on the lot. To harmonize with the ADU ordinance in Chapter 26, clarification was added to allow for ADUs.

The townhome definition added "attached" to the description and clarifies that each unit extends from the foundation up to the building roof.

A definition was also added for twin homes. This clarifies that twin homes have different ownership, only contain two attached units, and have open space surrounding it. This distinguishes it from townhomes as well as other multi-family products.

Short Term Rental

Currently Short-Term Rentals fall under the "Residential Lease, Short-term", the applicant proposes to eliminate this definition which prohibits these rentals in all agricultural and residential zones. The applicant also proposes a new "Short Term Rental" term be added to the definitions. This change reflects the previous definition under Residential Lease, Short Term" but eliminates the last part banning it from agricultural and residential zones. This change corresponds with the proposed Chapter 12 amendment.

CHAPTER 12- DEVELOPMENT STANDARDS

The applicant proposes two additions to Chapter 12 of the Development Code. These proposed changes will add regulations for cannabis cultivation, production and products; bed and breakfasts; and short-term rentals.

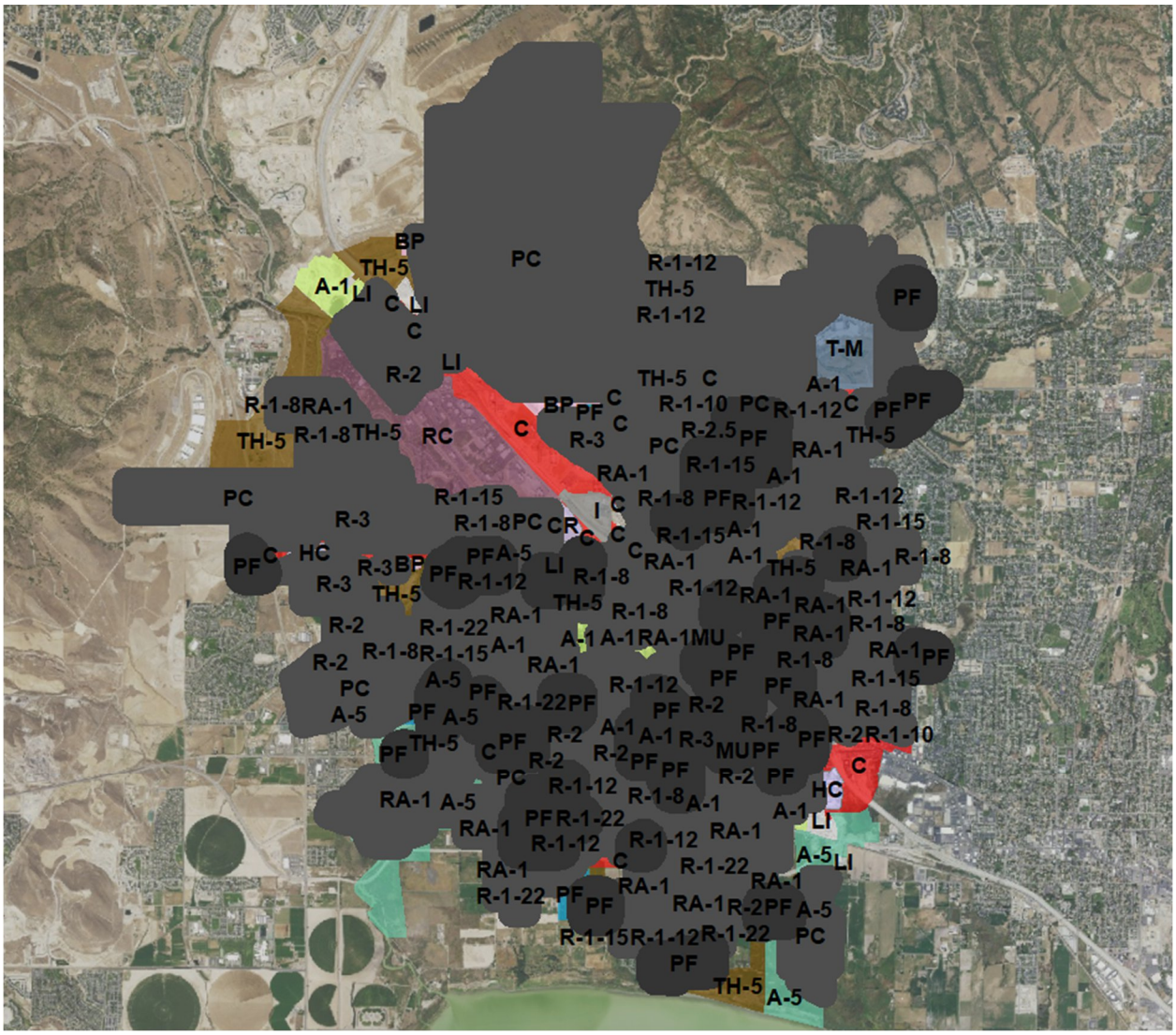
Cannabis

The Lehi City Development Code currently does not contain any regulations for the production or distribution of cannabis. The Utah State Code found in S.B. 1002 provides regulations and also requires cities with: any agricultural zones to allow cultivation in at least one agricultural zone, any industrial zones to allow production in at least one industrial zone, and to allow medical pharmacies in all zones that are not primarily residential. The proposed amendment brings the City into compliance with the State Code, and also allows for additional regulations.

It was brought to the City's attention after this proposed amendment went to Planning Commission that the State Code requires Medical Cannabis Pharmacies to be a permitted use in all zones that are not primarily residential. In accordance with this we recommend that the Council include in their motion changing the proposed amendment to include Medical Cannabis Pharmacies as a permitted use in all zones excepting the residential ones.

It should be noted, that although the Development Code is amended to include these uses, it does not mean that the City will ever have a cannabis related business in the City. The State has a limited amount of licenses for both production and medical cannabis pharmacies. They have already awarded these to other locations across the State. In the future the State may increase the number of licenses, but for now no cannabis businesses can come to Lehi., besides CBD or hemp product sales.

The proposed amendment includes the State's regulation for the location of cannabis related business. This includes the cultivation and production of any cannabis (including those generally used to create hemp and CBD products). The requirement is that they cannot be within 1,000 feet of any community location or 600 feet of any residential zone. The image below illustrates the area where these uses could potentially go, which are the areas not blocked out in grey. This map does not take into account all community buildings as defined in the code, only those zoned a public facility. Thus, the actual potential locations are more limited than those shown.



The proposed amendment also has separate requirements for cultivation and pharmacies that further regulate against potential risks to public health, safety and welfare. It also defines the difference between these and CBD and hemp products, which require a state issued license, but do not have other City-imposed regulations.

DRC suggested that the cultivation area require at minimum a six-foot security fence around the perimeter, instead of the current proposed six-foot no climb fence.

Bed and Breakfast, Short Term Rental

City Staff received feedback from both the Planning Commission and City Council prior to this proposed amendment. The proposed regulations reflect feedback received from them as well as practices done by other cities.

The proposed Bed and Breakfast Inn regulations seek to define it more as a commercial use. It requires unique architecture with specific styles acknowledged but also leaves room for Planning Commission to approve something different that still aligns with the vision for the area. It also requires signage and a valid business license.

The proposed Short-Term Rental (STR) regulations will change the process from requiring Planning Commission approval to an administrative approval. The amendment proposes to prohibit STRs from locating within 600 feet of schools and require the home to be the primary residence of the applicant. It also lists the documentation required to

prove primary residency. It additionally requires someone, either the owner or a designated point of contact, to be able to respond to any calls within one hour. It also proposes to require a general business license, renewed annually. This license will require an inspection to ensure safety, and also provides an enforcement mechanism to ensure other requirements are met. If, for example, the parking takes place on the street and neighbors complain, the business license can be withheld until proof of compliance is provided.

This proposal also allows for more flexibility in the parking requirement. It still requires that all parking be provided off-street but allows for a parking plan instead of designated stalls. This allows flexibility for people who will rent out their home when they are away, people with only one car, and other unique circumstances that provide adequate parking without needing extra space.

DRC reviewed this and had three redline comments

1. On Short Term Rental, change item C to only require the one-hour response time and not the 1000-foot distance requirement.
2. Item G- recommend allowing parking in the garage or driveway space of the home.
3. Item B- remove architectural requirements for style of home and change it to meet the single-family requirements for the zone.

The first two comments were included in the updated submittal, the third item conflicts with some suggestions provided by the City Council. They expressed an interest in having unique architectural styles that distinguish the Bed and Breakfast. The proposed code as written also allows exceptions to these architectural styles, but it does require Planning Commission approval. Please consider this in your motion.

CHAPTER 5- ZONING DISTRICTS

This amendment proposes to add Bakery, Retail; Cannabis Cultivation; Cannabis Production; and Medical Cannabis Pharmacy; Bed and Breakfast; and Short Term Rental to the Table of Uses.

The Bakery, Retail use will be added as a permitted use in the Neighborhood Commercial, Commercial, Regional Commercial, Business Park, Historic Industrial, Mixed Use, and Historic Commerce zones.

The Cannabis Cultivation is proposed as a permitted use in the A-1 zone, Cannabis Production is proposed as a permitted use in the Light Industrial zone, and Medical Cannabis Pharmacy is proposed as a permitted use in the Light Industrial, Commercial and Regional Commercial zones.

Bed and Breakfast is proposed as a permitted use in the Commercial zone, and as a permitted use in the A-5, A-1, and RA-1 zones. Short Term Rentals are proposed as a permitted use in all residential zones.

There were no DRC comments on the proposed amendment to Chapter 5.

CHAPTER 23 & CHAPTER 37

The proposed amendment to Chapter 23 would bring the Historic District definition to be in conformity with Figure 1 shown in Chapter 37 of the Lehi City Development Code. Figure 1 is a map of the different design districts and shows the Historic District extending on Main Street from 500 West to 500 East and along State Street from Center Street to 400 East.

The proposed amendment to Chapter 37 would provide clarification with a definition of the location that makes up the Historic District.

There were three DRC comments on the proposed amendment including the following:

1. Recommend quick links on online version of Chapter 37 to access different districts.
2. Include close up map of each district at beginning of each district.
3. Rearrange the wording to be consistent from West to East.

Please consider all DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** to the City Council for the proposed Development Code amendments including the change to allow Medical Cannabis Pharmacies as a permitted use in all non-residential zones. The recommendation is based on the following findings:

1. The proposed amendments add clarity to the existing Development Code.
2. The proposed amendments to the Lehi City Development Code will allow for greater flexibility in development without having a detrimental effect on surround properties.
3. The proposed amendments to the Lehi City Development Code are not detrimental to the public health, safety, and welfare of Lehi City.
4. The proposed Development Code amendments are in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
5. Additional findings based upon information presented during the public hearing.

The Planning Commission reviewed the proposed amendments on February 13 & 27, 2020. The minutes and motion from these meetings are as follows:

February 13, 2020

3.14 Public hearing and recommendation of Lehi City's request for review of the following Lehi City Development Code amendments:

- **Chapter 17, Planned Unit Developments - clarifying open space, compatibility and garages**
- **Table 05-030-A, 05-030-B, and 05-030-C – adding Cannabis related businesses and Bakery, Retail as uses on the tables.**
- **Chapter 12, Development Standards – adding Cannabis related business regulations, requirements for Bed and Breakfast Inns, and Short-Term Rentals**
- **Chapter 37, Design Standards – updating signs and lighting regulations in the Historic District**
- **Chapter 39, Definitions – updating various definitions and adding definitions for Twin Home and Bakery, Retail**

Staff explained each of the development code amendments and the commission gave input and asked clarifying questions.

The Commissioners brought up concerns for the sections on Bed and Breakfast about the wording for right next to schools when hotels have 500 ft. so there needs to be more for continuity.

Commissioner Nielsen asked to clarify where it talks about responding to calls. If it needs to be physically responding and if we need to write that in the code.

Chairman Hemmert opened public hearing for public comment.

Chairman Hemmert closed public comment.

Motion: Commissioner Peterson moved to recommend approval of Lehi City's request for review of the following Lehi City Development Code amendments:

- Chapter 17, Planned Unit Developments - clarifying open space, compatibility and garages
- Table 05-030-A, 05-030-B, and 05-030-C – adding Cannabis related businesses and Bakery, Retail as uses on the tables.
- Chapter 12, Development Standards – adding Cannabis related business regulations, requirements for Bed and Breakfast Inns, and Short-Term Rentals

- Chapter 37, Design Standards – updating signs and lighting regulations in the Historic District
- Chapter 39, Definitions – updating various definitions and adding definitions for Twin Home and Bakery, Retail. With adding the corrections, they discussed. Commissioner Ellis seconded.

Vote: Commissioner Ellis, Yes; Commissioner Everett, Yes; Commissioner Peterson, Yes; Commissioner Hemmert, Yes; Commissioner Nielsen, Yes; Commissioner Bunker, Yes; and Commissioner Hereth, Yes. The Motion passed with all in favor.

February 27, 2020

3.6 Public hearing and recommendation

Sierra presented information on agenda item.

Commissioner Everett asked if the properties that would front Main Street would be better language rather than properties along Main Street with depth and boundaries. Sierra stated the map is current and code in Chapter 23 was older and Staff is trying to adjust it and make it match.

Mike West stated there are two separate things to look at. One is the design structure and signage. He asked if additional language needed to be added regarding the front of main street and State Street of the entire historic district. Commissioner Peterson agreed with Commissioner Nielsen and stated it should be the same within the whole historic district.

Commissioners and Staff discussed the recommendation.

Commissioner Hemmert opened public hearing on agenda item 3.6.

Commissioner Hemmert closed public hearing on agenda item 3.6.

Commissioner Hemmert stated he would entertain a motion.

Motion: Commissioner Ellis moved to recommend approval of Lehi City's request for review of a Development Code amendment to Chapters 23 and 37, clarifying the boundaries of the Historic District, with a modification that signage be more consistent to the historic district; including all DRC comments and findings stated in the report. Commissioner Nielsen seconded.

Vote: Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Peterson, yes; Commissioner Hemmert, yes; Commissioner Nielsen, yes; Commissioner Bunker, yes; Commissioner Hereth, yes. The motion passed unanimously.

City Council Agenda Item Report

Meeting Date: March 31, 2020
Submitted by: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section:

Subject:
Consideration of Ordinance #22-2020, a Development Code amendment to Chapters 37 and Table 5-030-B, adding more flexibility for exceptions on corner lots in the General Non-Residential Design District, and eliminating a permitted use from the Table of Uses
Petitioner: Lehi City

Suggested Action:

Attachments:
CCR Ch 37 and Table 05.030.B Dev Code Amendment 03.31.20.docx

Development Code Amendments DRC 3.4.2020.docx

Ord 22-2020.docx

Ch37DesignStandards.exceptions for building location.pdf

TBL05.030-B Commercial zones. eliminating use.pdf

CHAPTER 37 AND TABLE 05.030-B DEVELOPMENT CODE AMENDMENTS

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	March 31, 2020
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Date of DRC Review	March 4, 2020
Date of Planning Commission Review	March 12, 2020

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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 two proposed amendments to the Lehi City Development Code. The first proposed amendment to Chapter 37 of the Development Code allows for more exceptions to be granted in the State Highway and General Non-residential Design Districts. The second proposed amendment is to Table 05.030-B to eliminate a non-defined use from the Tables of Uses.

Chapter 37 of the Development Code outlines the design standards for different design districts. It also outlines possible exceptions to the design requirements. In the State Highway and General Non-residential Design Districts, an exception exists that allows for a module of parking between the building and the street. However, it limits this exception to only one side of the building. This will provide greater flexibility in the exceptions that can be granted in the State Highway and General Non-residential Design Districts. The proposed amendment will not change the one side limitation within the Historic, Roller Mills, Mill Pond, Urban Village, and Urban Tech Mixed Use Districts. The proposed amendment will not eliminate the need for an exception to be granted by Planning Commission or the City Council. It is Staff's opinion that this change will allow for flexibility required with varying topography, site location, and individual site needs.

The proposed amendment to Table 05.030-B Table of Uses- Commercial, Industrial, and Business Park Zones, will eliminate one use from the table. The Flex/Office/Retail/Commercial/Warehouse use does not have a definition in the Development Code. Without a definition in the Code, this use is subject to the dictionary definition. A use containing flex space, office, retail, commercial, and warehouse does not seem likely. A new use was added to the Table of Uses for Light Office/Warehouse Combination which was intended to replace the Flex/Office/Retail/ Commercial use. To eliminate future confusion, and add clarity to the Table of Uses, City Staff recommends eliminating this use from the Table of Uses.

The DRC reviewed these proposed amendments and had the following comments:

1. Recommend removing the last sentence since the rest of the section only applies to the districts stated above.
2. Capitalize "Village"

PLANNING DIVISION RECOMMENDATION

Planning Division staff recommends **APPROVAL** of the proposed amendment to Chapter 37 and Table 05.030-B of the Development Code, including the DRC comments from March 4, 2020. This recommendation is based on the following findings:

1. The proposed amendment to Chapter 37 of the Lehi City Development Code will allow for greater flexibility in development without having a detrimental effect on surrounding properties.
2. The proposed amendment to Table 05.030-B of the Lehi City Development Code will eliminate a confusing use that does not have a definition in the Development Code.
3. The proposed amendments to the Lehi City Development Code is not detrimental to the public health, safety, and welfare of Lehi City.
4. The proposed Development Code amendment is in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed these proposed Development Code Amendments on March 12, 2020 the minutes and motion from the meeting are as follows:

Brittney Harris presented information on the agenda item.

Commissioner Hemmert asked for input on the agenda item.

Commissioner Hemmert opened public hearing on agenda item 3.4

Commissioner Hemmert closed the public hearing on agenda item 3.4

Commissioner Eyre asked about the history of the definition and what zone the amended code was being directed towards. Kim stated the Younique warehouse was in a commercial zone and this use was added to fill a gap that wasn't available. Staff and the Commission discussed the item.

Motion: Commissioner Nielsen moved to recommend approval of Lehi City's request for review

of a Development Code amendment to Chapters 37 and Table 12-030-B, adding more flexibility for exceptions on corner lots in the General Non-Residential Design District, and eliminating a permitted us from the Table of Uses. Commissioner Everett seconded.

Vote: Commissioner Hemmert, yes; Commissioner Nielsen, yes; Commissioner Peterson, yes; Commissioner Everett, yes; Commissioner Hereth, yes; Commissioner Eyre, yes. The motion passed unanimously.

Development Code Amendments

DRC Redline Comments

Lehi City- requests review of Development Code Amendments to Chapter 37 and Table 05-030-B adding more flexibility to exceptions in the General Nonresidential Design District and eliminating a use from the Land Use Table.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present:
Date of Plans Reviewed: 2/25/2020
Time Start:
Time End:

DRC REDLINE COMMENTS:
Glade – Power: No comments
Kerry – Fire: No comments
Greg – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
JD – Streets: No comments
Ross – Engineering: No comments
Kim – Planning: No comments

THIS ITEM

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: 22-2020

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTERS 37 AND TABLE 5.030.B

WHEREAS, it has become necessary to amend Chapters 37 and Table 05.030.B if the Lehi City Development Code, updating the exceptions for the General Nonresidential Design District and eliminating a use from the table of uses, and;

WHEREAS, this amendment seeks to allow greater exceptions in the General Nonresidential Design District and simplify the table of uses, and;

WHEREAS, following a public hearing on March 12, 2020, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on March 31, 2020 the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of March 12, 2020, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 37 and Table 05.030.B 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 37 and Table 05.030.B of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance -2020 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

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

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

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

Approved and Adopted by the City Council of Lehi City this 31st day of March 2020.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

a. The applicant shall show clear and convincing evidence that the design standards significantly negatively impact the ability to conduct the proposed use on the subject property.

b. The applicant shall provide justification on how the proposed project fits in with the purpose and vision of the design standards district in which it is located.

c. As part of the consideration for an exception, the applicant shall provide an alternative conceptual plan showing how it is not practicable to meet a requirement of Section 37.010.

d. Exceptions may be granted to allow parking between the building and street, however in the Historic, Roller Mills, Urban Village, Mill Pond and Urban Tech Mixed Use Districts, any exception shall be limited to a maximum of one module of parking. In all cases where an exception is granted to allow parking between the building and the street, an ADA compliant pedestrian access shall be accommodated from the building entrance to the street sidewalk.

e. Buildings located on corner lots shall only be allowed an exception to the building orientation on one side of the building with the other side of the building maintaining no parking between the building and the street within the Historic, Roller Mills, Urban village, Mill Pond, and Urban Tech Mixed Use Districts. Buildings that fall exclusively within the General Nonresidential Design Standards can receive an exception for multiple sides.

Section 37.020. Multi-Family Residential Design Standards

(Amended 09/24/19)

A. Purpose and Application. This section is intended to create multi-family developments that will establish permanent neighborhoods, with sustained quality and adequate amenities, and to enhance a sense of community. The provisions of this section shall be applied to all new multi-family residential and mixed use developments, unless otherwise modified by an approved Area Plan, and for exterior remodels.

B. Architectural Standards.

1. General Design Concepts. New development shall be designed for its specific context with a design unique to Lehi City. Developments containing two or more buildings shall possess a similar design theme, and the site shall be designed such that the overall development is cohesive. Building architecture, exterior materials and colors shall coordinate. If a development contains more than one building, structures shall be varied to prevent repetitive design.

2. Side and Rear Facades. These design standards shall be applicable to all sides of a building, with each facade being required to meet the terms of this section.

3. Building Materials. The majority of each facade, meaning 51 percent or more of the wall area excluding windows and doors, shall be constructed of brick, stone, architectural textured concrete, fiber cement siding, wood, or other durable building material as approved by the Planning Commission. Stucco, EIFS, or untreated concrete block (CMU) shall be allowed only as an accent or secondary material. Stucco and EIFS shall not be used on hierarchal architectural features, pop-outs in a facade, or for wainscots, but shall be allowed on recessed wall areas, walls between entrances, and between hierarchal architectural features. The Planning Commission may approve metal as an exterior building material and as a primary material on a case-by-case basis if an applicant can show that the type of metal is of a high grade and provides architectural quality to a building. Vinyl siding and standing seam metal are prohibited for use as exterior building materials.

USE	DISTRICT									
	NC	C	C-H	CR	C-1	BP	LI	I	T/M	HI
Convenience Store, with Gasoline Sales		P	P	P			P	P		
Dry Cleaners	P	P	P	P		P				
Equipment Sales and Rental			C		C		P	P		
Financial Institutions and Services	P	P		P	P	P			P	
Drive through facilities incidental to an allowed use		C	P	P		C				
~~Flex/Office/Retail/Commercial/Warehouse~~		~~P~~	~~P~~	~~P~~			~~P~~	~~P~~	~~P~~	
Funeral Home	P	P	P	P						
Health Care Facility	P	P	P	P		P				
Health/Fitness Club	P	P	P	P	P	P	P	P	P	
Heliport		C	C	C		C	C	C	C	
Hobby Garages			P				P	P		
Hotels and Motels		P		P		P	P		P	
Junk Yards and Salvage Yards								C		
Laboratory - Medical, Dental, Optical		P	P			P	P	P	P	
Launderette, Laundromat		P	P	P			P			
Light Office/Warehouse Combination		P	P	P			P	P	P	
Manufactured Home Sales and Service							P	P		
Medical and Dental Clinics	P	P		P		P	P		P	
Medical Research Facility		P	P	P	P	P	P	P	P	P
Moving and Storage Facilities			C				P	P		
Nightclub		C	C	P			P			
Offices, Professional	P	P	P	P	P	P	P	P	P	P
Office/Warehouse with no outside storage			P			P	P	P		
Outdoor Sales and Display	P	P	P	P			P	P		
Outdoor Storage of Materials, Products and Equipment incidental to an allowed use (excluding junk yards and salvage yards)			C				C	P	C	C

Notes:
P = Uses allowed as a Permitted Use.
C = Uses allowed as a Conditional Use. Uses not identified as either a Permitted or Conditional Use are deemed to be prohibited.
* All uses in the Planned Community, Resort Community and Sports Entertainment Zones must be authorized through an Area Plan pursuant to Chapter 15, Area Plans, of this Code.