



Lehi City Council Meeting Agenda March 9, 2021

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

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment
2. Presentations and Reports
 - 2.1. Discussion of Potential Paintball Tournament for First Responders.
 - 2.2. Pressurized Irrigation Water Update.
3. Agenda Questions
The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.
4. Administrative Report
5. Mayor and Council Reports
Calendar items and outside Committee reports
6. Consideration of adjourning into a Closed Executive Session to hold a strategy session to discuss the purchase, exchange, or lease of real property.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance
2. Presentations and Reports
 - 2.1. Recognition of the Lehi High School Boys Basketball State Champions
 - 2.2. Arbor Day Proclamation 2021
[Arbor Day Proclamation 2021.pdf](#)
3. 20 Minute Citizen Input
(for public comments on items not listed on the agenda. Comments limited to 3 minutes per person)

with a time limit not to exceed 20 minutes for this item.)

4. Consent Agenda

4.1. Approve Purchase Orders

[PO Index.pdf](#)

[IRBY PO.pdf](#)

[PROBST PO.pdf](#)

Regular Agenda

5. Consideration of Ordinance #12-2021, a Zone Change for the Dimock property, 3.59-acres located at approximately 800 North 2300 West, changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).

Petitioner: Â Ivory Development

[CC Staff Report Dimock Property Zone Change 03.09.21.docx](#)

[Dimock Property Zone Change DRC 01.20.21.docx](#)

[Ord 12-2021.docx](#)

[Zone Change Description - Dimock Property 012021.pdf](#)

[Rezone Exhibit - Dimock Property.pdf](#)

[LEGAL DESCRIPTION - Dimock Property.pdf](#)

[Dimock Zone Change Aerial.pdf](#)

[Dimock Zone Change General Plan.pdf](#)

[Dimock Zone Change Zoning.pdf](#)

6. Consideration of Ordinance #13-2021, a Zone Change for the Taylor Meadows-Wadley Property, 5.45-acres located at approximately 500 West 1500 South, changing the zoning from TH-5 (transitional holding) to R-1-22 (residential/agriculture).

Petitioner: Arive Homes

[CC Staff Report Taylor Meadows Wadley Property Zone Change 03.09.21.docx](#)

[Taylor Meadows Wadley Zone Change DRC 01.27.21.docx](#)

[Ord 13-2021.docx](#)

[Taylor Meadows Wadley Property Zone Change narrative.pdf](#)

[Taylor Meadows Wadley Property Zone Change 01.27.21.pdf](#)

[Taylor Meadows Wadley Property ZC aerial.pdf](#)

[Taylor Meadows Wadley Property ZC General Plan.pdf](#)

[Taylor Meadows Wadley Property ZC zoning.pdf](#)

7. Consideration of Resolution #2021-08, amending Resolution #2020-49 which temporarily suspended the acceptance of land use applications to rezone property to the Transit Oriented Development Zone (TOD).

Petitioner: Lehi City

[Res 2021-08.pdf](#)

8. Consideration of Resolution #2021-09, approving an agreement with Geneva Rock Products Inc. and Lehi City for property acquisition for power and water improvements.

Petitioner: Lehi City

[Res 2021-09.docx](#)

[Agreement-Flight Park Power Substation and Water Tank Property Purchase \(final\).docx](#)

9. 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 9, 2021

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

Subject:

Discussion of Potential Paintball Tournament for First Responders.

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Pressurized Irrigation Water Update.

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Recognition of the Lehi High School Boys Basketball State Champions

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Presentations and Reports

Subject:

Arbor Day Proclamation 2021

Suggested Action:

Attachments:

[Arbor Day Proclamation 2021.pdf](#)



Proclamation

**Proclaiming April 24, 2021
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 24, 2021 as Arbor Day in Lehi City.

Dated this 9th day of March, 2021

Mark Johnson, Mayor

Attest:

Teisha Wilson, City Recorder



City Council Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

[PO Index.pdf](#)

[IRBY PO.pdf](#)

[PROBST PO.pdf](#)



LEHI CITY
CITY COUNCIL AGENDA
March 9, 2021

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Amt (before PO)
Stuart C Irby Co	Miscellaneous	\$145,452.00	Inventory
PROBST Electric	Ashton Lighting Project	\$128,483.09	\$126,208.95



PURCHASE ORDER
LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE
6831

ISSUED TO: 590589
STUART C IRBY CO.
P.O. BOX 843959

DALLAS TX 75284

SHIP TO: POWER
560 W GLEN CARTER DRIVE
LEHI UT 84043

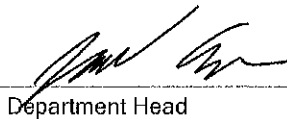
DEPARTMENT:

PURCHASE ORDER DATE: 02/25/2021

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	SANC PME GEAR S&C, DEADFRONT, AIR INSULATED PAD, MONT	145,452.00	145,452.00	53-1415

TOTAL 145,452.00

Authorized By:


Department Head

City Council Approval Date *

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

Mayor or City Administrator

Lehi City Purchase Requisition Request

Supplier

Name

STUART C. IRBY CO.

Vender #

Street

PO BOX 843959

Date _____

1/26/2021

City

DALLAS

State

TX

Zip

75284

Phone

801-724-3000

Dear Lundell

POWER

53-14-15

Requesting Department

Dept. Account No.

Department Head Signature

[illegible]

Justification:	Price Determination	
STOCK IN SALT LAKE CITY, UTAH	Verbal Quote	
	Informal Bid	
	Written Bid	
	State Bid	
	Other	*



STUART C IRBY BR 1093 SALT LAKE
C/O CODALE
5225 WEST 2400 SOUTH ENGLAND ST
SALT LAKE CITY UT 84120-0000

Quotation

QUOTE DATE	ORDER NUMBER
02/18/21	S012302799
REMIT TO: STUART C. IRBY POST OFFICE BOX 1093 SALT LAKE UT 84120	PAGE NO. 1

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

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

ORDERED BY: KENNY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
222013		PME 9,11 BASE				Gregory J McPhie	
INSIDE SALESPERSON				RECD DATE	FRGHT ALLMD	SHIP VIA	
Joseph C Rho				02/18/21	Yes		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt		
6EA		1	***** Shipping Instructions ***** * KENNY 385-201-2612 OFC * 801-655-3042 MBL ***** *SANC 65152R1 PME-9 PD MTG GEAR ***** STOCK	13078.000EA	78468.00		
4EA		2	***** *SANC 65162R1 PME-11 SWITCHGEAR, PDMT, DEADFRONT, 15KV, 95KV BIL, 3 SWITCH CABINETS, 1 FUSE CABINET, SMU-20 ***** STOCK	14196.000EA	56784.00		
10EA		3	***** *CONC FC-74-76-20-6264 FIBERCRETE BOX PAD WITH 62"X64" OPENING ***** STOCK	1020.000EA	10200.00		

* This is a quotation *

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

OUR PRICES AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT WWW.IRBY.COM/TERMS.
ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Subtotal	145452.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	145452.00

** Reprint ** Reprint ** Reprint **



2/22/2021

To: Jason Walker
Cc: Dean Lundell
From: Joel Eves
Re: PME-9 & PME-11,PME-10 PME-12, VISTA MODEL 550 Switch Gear

We have an immediate need for the PME-9 & PME-11& PME-10 & PME-12 Dead Front (S & C #65152R1 and S & C #65162R1 S & C #65242R1 S & C #65172R1) VISTA MODEL 550 #935502R1-P6-5144 Switch gears for work on Commercial & Residential projects currently underway in the city.

We would like to continue purchasing these switch gears from Codale/Stuart C. Irby Co. based on the following reasons:

- Currently they are the only vendor that carries these switches in stock.
- The fuse holders needed for these switches are already stocked in our warehouse.
- We have put the switches out to bid in the past and Codale/Stuart C. Irby has always been awarded the bid.
- 70-80% of switches on our system are S & C.
- To keep our system standardized.
- Ensure safety of lineman working on switches.
- Our Lineman stock only this type of fuse holder on our service trucks.

While there may be other companies who could possibly provide these switches. At the present time Codale/Stuart C. Irby is the only company we can purchase these switches from and receive them in a timely manner.

Sincerely,

Joel Eves
Lehi City Corporation
Power Department Director



PURCHASE ORDER
LEHI CITY CORPORATION
153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

6838

ISSUED TO: 592025
PROBST ELECTRIC
441 WEST POWER LINE RD
HEBER CITY UT 84032

SHIP TO: POWER
560 W GLEN CARTER DRIVE
LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 03/04/2021

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	ASHTON LIGHTING PROJECT	128,483.09	128,483.09	53-50-55-000

TOTAL 128,483.09

Authorized By:

Department Head

City Council Approval Date *

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

Mayor or City Administrator

Lehi City Purchase Requisition Request

Supplier

Name

Probst Electric

Vendor #

Street

441 W Powerline Rd

Date _____

3/2/2021

City

Heber

State

UT

Zip

84032

Phone

435-657-1955

Dean Lundell

Power

53-50-55

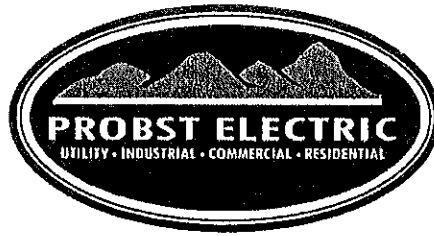
Requesting Department

Dept. Account No.

Department Head Signature

[illegible]

126,208-98-614



March 2, 2021

Lehi City
Attn: Ken Bringhurst

RE: Ashton Lighting Phase II

Mr. Bringhurst,

Probst Electric would like to thank you for the opportunity to submit our company proposal for the Lehi City Ashton Lighting Project. Please see below project scope and bid summary by item.

Project Scope:

Provide proposal to complete the scope of work outline in Section 2 of the RFP which includes:

1. Install electrical (3") conduit 3' deep for the streetlights designated on drawings.
2. Provide labor, equipment and select material to install (25) light bases.
3. Provide labor and equipment to install (25) secondary boxes. Boxes to be provided by Lehi City.
4. Provide labor and equipment to install (25) light poles. Light poles to be provided by Lehi City.
5. Traffic control shall also be provided and is included in this proposal.

Bid Summary:

Trenching/Boring 3' deep trench to specifications with secondary box:	\$24,454.39
Streelight Demolition:	\$27,166.40
Streelight Installation (Base and Pole):	\$41,296.48
Conductor Installation:	\$27,673.98
Misc. Traffic Control/Landscaping:	\$ 7,891.84

Total Proposal: \$128,483.09

We again thank you for this opportunity in allowing us to submit this proposal. Probst Electric is committed to creating a strong relationship and providing a professional product. Please review and contact me with any questions or comments you may have.

AGREEMENT FOR POWER CONDUIT, LIGHT BASES, SECONDARY BOXES AND LIGHTS ALONG ASHTON BOULEVARD

THIS AGREEMENT is made and entered into this 9 day of September, 2020 between Lehi City, 153 North 100 East, Lehi, Utah 84043 ("City") and Probst Electric, 441 W. Powerline Road, Heber City, UT 84032 ("Contractor").

WHEREAS, City desires to hire a contractor to install conduit, twenty-six (26) light bases, twenty-six (26) secondary boxes, and thirty-two (32) lights along Ashton Boulevard in Lehi City; and

WHEREAS, City sent out Request for Bids 2020-13 to identify companies which would best serve the needs of the City to perform this project; and

WHEREAS, Contractor submitted their bid to provide such work; and

WHEREAS, Contractor's bid appears to be the lowest responsible and responsive bid and the City desires to contract with them;

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 Services.** City hereby contracts with Contractor and Contractor agrees to be bound to the City to install conduit, twenty-six (26) light bases, twenty-six (26) secondary boxes, and thirty-two (32) lights along Ashton Boulevard as stated and shown in RFP 2020-13, attached hereto as Exhibit A, which by this reference is made a part hereof.
2. **Start Date.** This Agreement shall begin immediately.
3. **Payment.** Upon Contractor satisfactorily completing the Scope of Services required by RFP 2020-13 in full and upon City receiving an invoice therefor, City shall pay Contractor One Hundred Eighteen Thousand Three Hundred Fifty-Two Dollars and Fifty-Eight Cents (\$118,352.58).
4. **Completion.** Contractor shall complete the Scope of Services within five (5) weeks of receiving the notice to proceed.
5. **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.

6. **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.
7. **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.

7.1 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.

7.2 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.

7.3 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.

7.4 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.

8. Taxes.

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

8.2 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.

9. Indemnification and Insurance.

9.1 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 misconduct 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. Anything to the contrary notwithstanding, Contractor shall have no obligation nor liability whatsoever to indemnify, defend,

nor hold harmless any person, to the extent of the fault or negligence of such person.

- 9.2 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.
- 9.3 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.
- 9.4 Contractor, at its own expense, shall maintain comprehensive general liability insurance with a limit of \$3,000,000 per occurrence.
- 9.5 Contractor, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of \$250,000 for any one person, and \$500,000 for any one occurrence, and a property damage limit per occurrence of \$250,000. 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.
- 9.6 Contractor, at its own expense, shall maintain professional liability/errors and omissions insurance appropriate to Contractor's profession, with 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.
- 9.7 Before commencing the Scope of Services 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.
- 9.8 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 work has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.

10. **Authority.** Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.
11. **Attorneys' Fees and Costs.** Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.
12. **Non-Waiver.** No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power provided herein or by law or in equity.
13. **Binding Effect.** This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.
14. **Assignment.** Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.
15. **Amendments.** This Agreement may not be modified, amended, or terminated, except by an instrument in writing.
16. **Time.** Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.
17. **Force Majeure.** Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.
18. **Severability.** If any provision of this Agreement is determined to be invalid or

unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

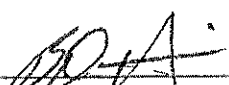
19. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

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

21. **Limitation of Liability.** Neither City nor Contractor shall be liable under this Agreement or under any cause of action related to the subject matter hereof for punitive, special, indirect, incidental or consequential losses or damages. Contractor's maximum aggregate liability hereunder, other than for third-party claims indemnified by Contractor, shall not exceed an amount equal to (i) for losses covered by policies of insurance Contractor is required to obtain and maintain hereunder, actual proceeds from the coverage amounts required under this contract, and (ii) for all other losses, the total amount of compensation paid to Contractor hereunder. Contractor shall have no liability for any hazardous materials not introduced to the work location by Contractor.

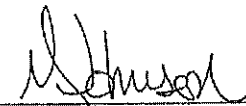
"CONTRACTOR"

Probst Electric, Inc.

By: 
Name: BEN HARRIS
Title: PRESIDENT

"CITY"

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

By: 
Name: Mayor Mark Johnson
Title: 9/22/2020

ATTEST:


City Recorder

City Council Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #12-2021, a Zone Change for the Dimock property, 3.59-acres located at approximately 800 North 2300 West, changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).

Suggested Action:

Attachments:

[CC Staff Report Dimock Property Zone Change 03.09.21.docx](#)

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[LEGAL DESCRIPTION - Dimock Property.pdf](#)

[Dimock Zone Change Aerial.pdf](#)

[Dimock Zone Change General Plan.pdf](#)

[Dimock Zone Change Zoning.pdf](#)

DIMOCK ZONE CHANGE CITY COUNCIL REPORT

Applicant	Ivory Development		
Meeting Date	March 9, 2021		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 800 N 2300 W		
Project Area	3.59 acres		
Existing Zoning	A-1		
Proposed Zoning	R-1-22		
Existing General Plan Land Use Designation	VLDRA (Very Low Density Residential Agriculture)		
Adjacent Zoning and Land Use	<i>North</i>	A-1	Undeveloped
	<i>South</i>	A-1	Single family residential
	<i>East</i>	A-1	Ascent Academy
	<i>West</i>	A-1	Single family residential
Date of DRC Review	January 20, 2021		
Date of Planning Commission Review	February 11, 2021		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

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

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

APPLICABLE GENERAL PLAN GOALS AND POLICIES

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

December 11, 1978- The subject property was annexed into Lehi City as part of the Lehi Meadows Addition.

REPORT ANALYSIS

The applicant is seeking approval of a zone change from A-1 to R-1-22 for 3.59 acres located at approximately 800 N 2300 W. This zone change is consistent with the General Plan designation of VLDRA for the property.

The purpose of Very Low Density Residential Districts such as R-1-22 is to provide for large-lot single-family residential areas and/or hobby farm developments.

The DRC had two comments on the proposed zone change, including the following:

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-1-22 Zone. The amount of culinary water is .79 acre feet per acre and irrigation water is 2.9 acre feet per acre.

Please include the DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the proposed Dimock zone change, including DRC comments from January 20, 2021. This recommendation is based on the following findings:

1. The proposed zone change is consistent with the General Plan designation of VLDRA.
2. The proposed zone change is consistent with the goals and policies of the General Plan.
3. The proposed change is consistent and compatible with the General Plan land uses of nearby and adjoining properties.
4. The proposed change will not unduly affect the uses or proposed uses for nearby and adjoining properties.
5. The proposed change does not affect the health, safety, and welfare of the City.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 11, 2021. The minutes and motion from this meeting are as follows:

2.2 Public hearing and recommendation of Ivory Development's request for review of a Zone Change for the Dimock property, 3.59-acres located at approximately 800 North 2300 West, changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture).

Jacob Curtis, City Planner, presented information on the agenda item.

The applicant, Brad Mackay, was present.

Commissioner Nielsen opened public hearing for comment.

Commissioner Nielsen closed public hearing for comment.

Motion: Commissioner Hemmert moved to send a positive recommendation of **Public hearing and recommendation of Ivory Development's request for review of a Zone Change for the Dimock property, 3.59-acres located at approximately 800 North 2300 West, changing the zoning from A-1 (agriculture) to R-1-22 (residential/agriculture);** including all DRC comments and findings stated in the report and that the development will not negatively affect the adjacent properties. Commissioner Ellis seconded.

Vote: Commissioner Nielsen, yes; Commissioner Everett, yes; Commissioner Hemmert, yes; Commissioner Peterson, yes; Commissioner Ellis, yes; Commissioner Bunker, yes; Commissioner Hereth, yes. The vote passed unanimously.

**Dimock Property Zone Change
DRC Redline Comments**

Ivory Development- requests review of a zone change for the Dimock property, located at approximately 800 N 2300 W and changing the zoning on 3.59 acres from A-1 to R-1-22.

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer

Date of Plans Reviewed: 1/12/21

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:

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-1-22 Zone. The amount of culinary water is .79 acre feet per acre and irrigation water is 2.9 acre feet per acre.
2. Edit narrative to be consistent about this change being to R-1-22.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 11, 2021.
(NEED ENVELOPES BEFORE SCHEDULING)

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: 12-2021

**AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT
AND ZONING DISTRICT MAP AMENDMENT FOR APPROXIMATELY 800 NORTH
2300 WEST**

WHEREAS, Ivory Development, authorized agent for the owner of property located at approximately 800 North 2300 West and further described by the legal description attached as Exhibit “A”, has applied for an amendment to the Zone District and Zoning District Map; and

WHEREAS, the applicant seeks to have said parcels designated as R-1-22 (Very Low Density Residential Agriculture); and

WHEREAS, following a public hearing on February 11, 2021, 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 9, 2021, 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 11, 2021; 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-1-22 (Very Low Density Residential Agriculture).

PART II:

A. If a provision of this Ordinance 12-2021 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 9th day of March, 2021.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT "A"

DIMOCK PROPERTY ZONE CHANGE LEGAL DESCRIPTION

Parcel 1:

Lot 1, PLAT "A", WILLOW CREEK ACRES, according to the Official Plat thereof, recorded in the office of the County Recorder, Utah County, Utah.

LESS AND EXCEPTING THE FOLLOWING PARCELS:

Beginning at a point on the Northerly line of Lot 1, WILLOW CREEK ACRES SUBDIVISION, Plat "A", according to the official plat thereof on file in the Utah County Recorder's Office, which point is also on the Westerly right-of-way line of 2300 West Street in Lehi, Utah, said point lies 502.02 feet South 00° 27' 25" West along the section line and 281.00 feet East from the West quarter corner of Section 7, Township S South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89° 15' 06" East 80.01 feet along said Northerly line of Lot 1 to the Easterly right-of-way line of 2300 West Street; thence South 00° 07' 03" East 389.41 feet along said Easterly right-of-way line to a point on the Southerly line of said Lot 1; thence South 89° 59' 37" West 80.00 feet along said Southerly line of Lot 1 to a point on the Westerly line of said right-of-way; thence North 00° 07' 03" West 390.46 feet along said Westerly right-of-way line to the point of beginning.

ALSO LESS AND EXCEPTING FROM PARCEL 1 :

Commencing at the Northwest corner of Lot 1, Plat "A", Willow Creek Acres Subdivision; thence South 0° 11' 34" East 174.00 feet to the true point of beginning; thence north 0° 11' 34" West 174 feet; thence South 89° 15' 06" East 268.70 feet; thence South 174.00 feet; thence North 89° 14' 59" West 268.115 feet to the point of beginning.

Parcel 2:

Lot 2, JONSSON SUBDIVISION, Lehi, Utah, according to the Official Plat thereof on file in the Office of the Recorder, Utah County, Utah.

Zone Change Description – Dimock Property
01/20/2021

The proposed amendment to the Dimock Property zoning to R-1-22 zone is being requested to allow for the change from an agricultural zone because of the close proximity to the school and the adjacent residential parcels. This rezone will allow for the project to continue through the development process. This change will address a need for more housing product, while still preserving large lots similar to those nearby. The amendment will not negatively affect the surrounding properties. The new changes will be suitable and work together with the existing uses and surrounding zoning. The change to the R-1-22 zone will make the community a better place for the city with the diversity of lot sizes. The overall public health, safety, and welfare of the overall community will not be impacted.



DIMOCK PROPERTY *rezone exhibit*

LEHI CITY, UTAH COUNTY
1/12/2021

**LEGAL DESCRIPTION
PREPARED FOR
Dimock Property Lehi
LEHI, UTAH
01/12/2021
20-0586**

Parcel 1:

Lot 1, PLAT "A", WILLOW CREEK ACRES, according to the Official Plat thereof, recorded in the office of the County Recorder, Utah County, Utah.

LESS AND EXCEPTING THE FOLLOWING PARCELS:

Beginning at a point on the Northerly line of Lot 1, WILLOW CREEK ACRES SUBDIVISION, Plat "A", according to the official plat thereof on file in the Utah County Recorder's Office, which point is also on the Westerly right-of-way line of 2300 West Street in Lehi, Utah, said point lies 502.02 feet South 00° 27' 25" West along the section line and 281.00 feet East from the West quarter corner of Section 7, Township S South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89° 15' 06" East 80.01 feet along said Northerly line of Lot 1 to the Easterly right-of-way line of 2300 West Street; thence South 00° 07' 03" East 389.41 feet along said Easterly right-of-way line to a point on the Southerly line of said Lot 1; thence South 89° 59' 37" West 80.00 feet along said Southerly line of Lot 1 to a point on the Westerly line of said right-of-way; thence North 00° 07' 03" West 390.46 feet along said Westerly right-of-way line to the point of beginning.

ALSO LESS AND EXCEPTING FROM PARCEL 1 :

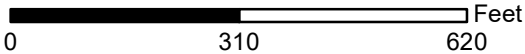
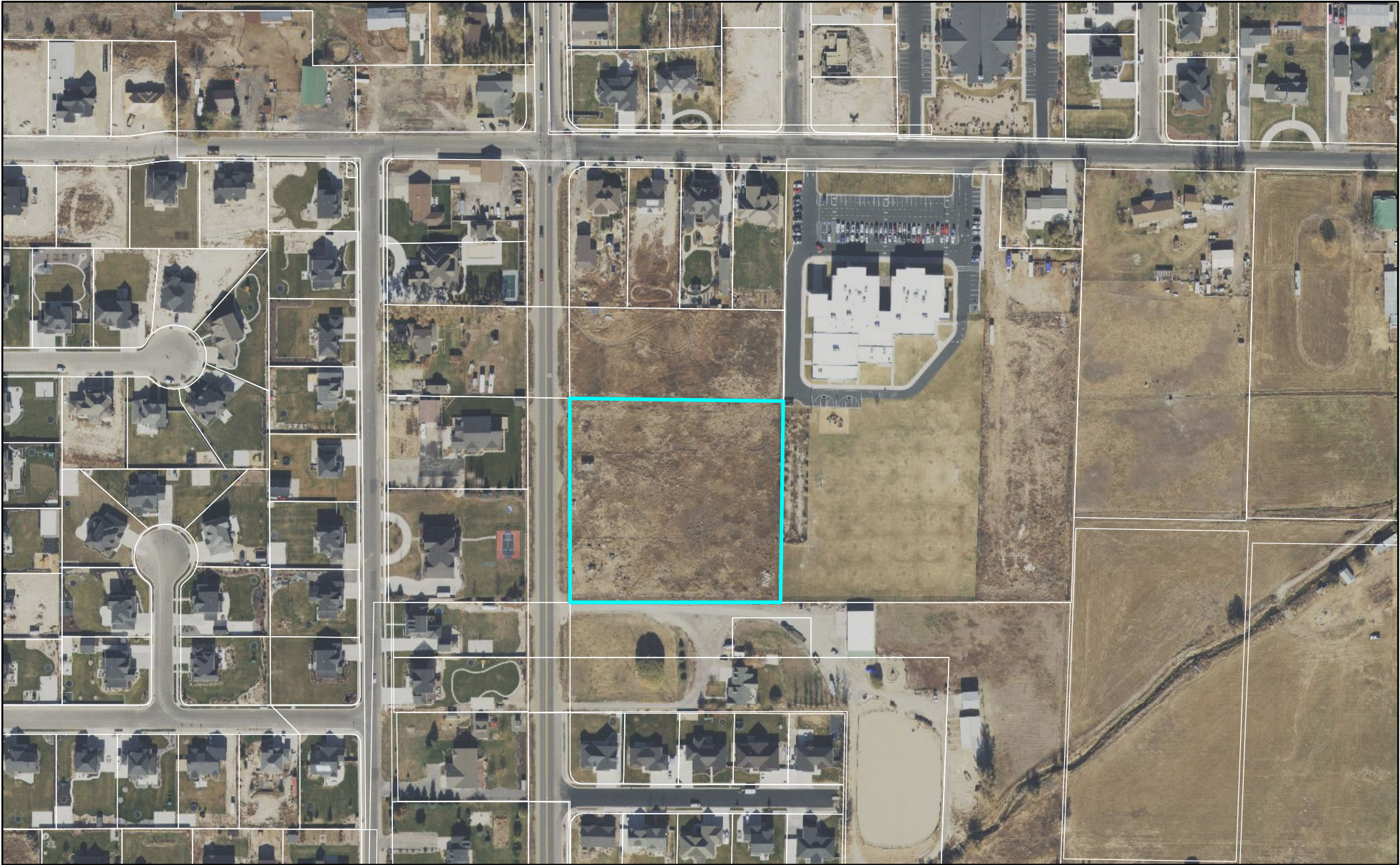
Commencing at the Northwest corner of Lot 1, Plat "A", Willow Creek Acres Subdivision; thence South 0° 11' 34" East 174.00 feet to the true point of beginning; thence north 0° 11' 34" West 174 feet; thence South 89° 15' 06" East 268.70 feet; thence South 174.00 feet; thence North 89° 14' 59" West 268.115 feet to the point of beginning.

Parcel 2:

Lot 2, JONSSON SUBDIVISION, Lehi, Utah, according to the Official Plat thereof on file in the Office of the Recorder, Utah County, Utah.

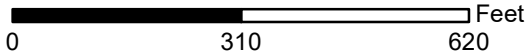
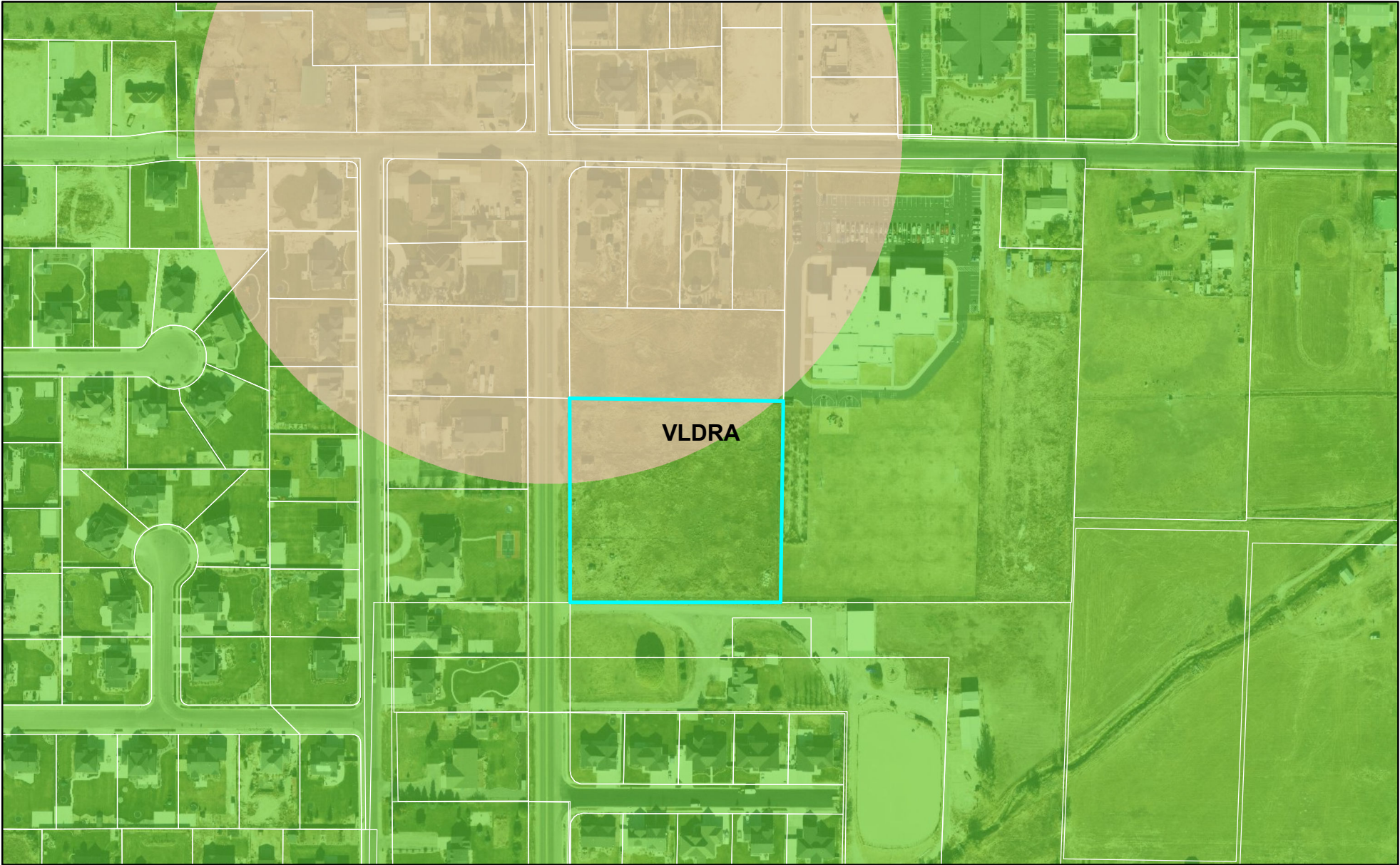
Dimock Property Zone Change

Aerial



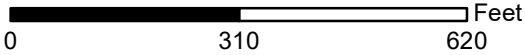
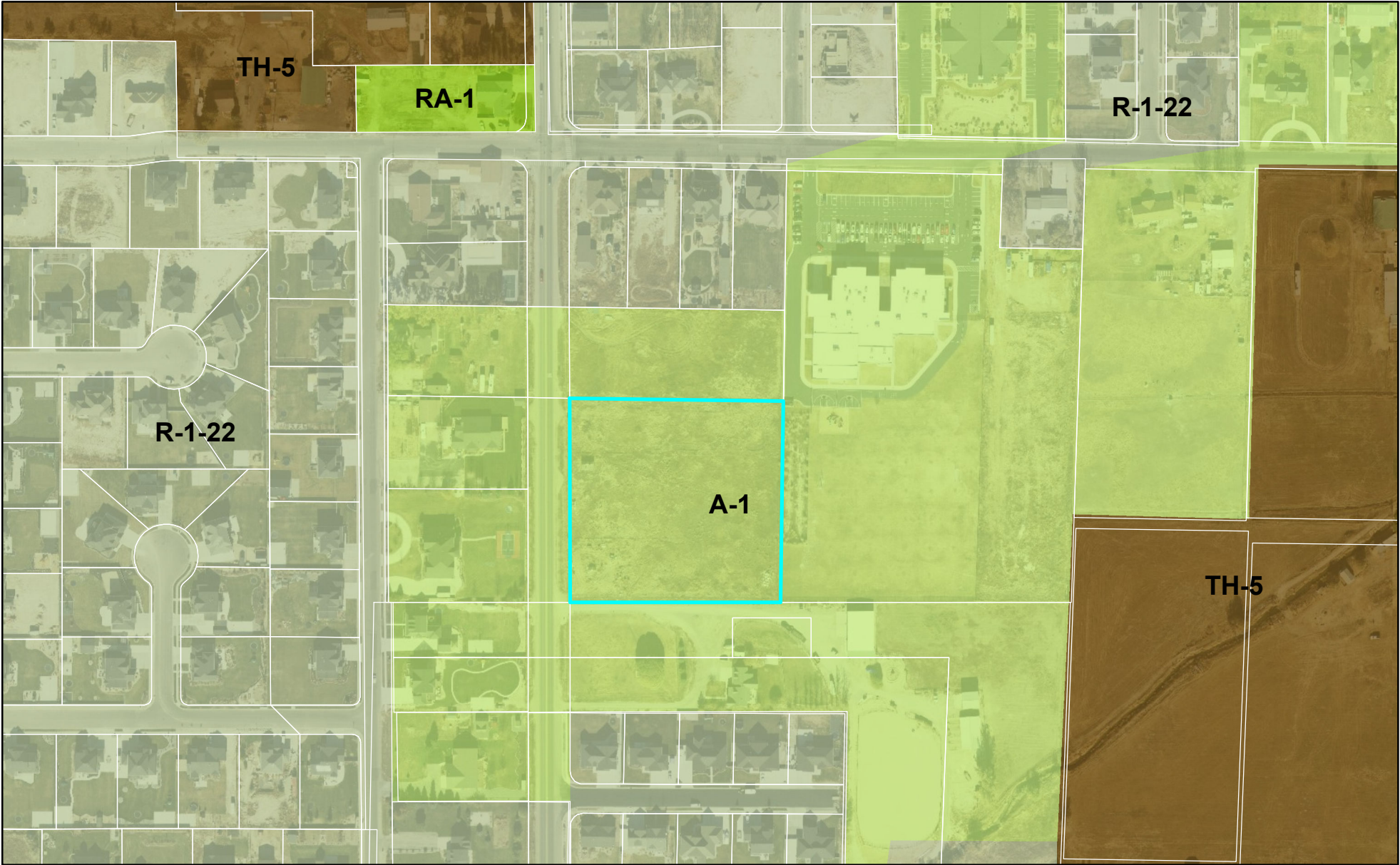
Dimock Property Zone Change

General Plan



Dimock Property Zone Change

Zoning



City Council Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #13-2021, a Zone Change for the Taylor Meadows-Wadley Property, 5.45-acres located at approximately 500 West 1500 South, changing the zoning from TH-5 (transitional holding) to R-1-22 (residential/agriculture).

Suggested Action:

Attachments:

[CC Staff Report Taylor Meadows Wadley Property Zone Change 03.09.21.docx](#)

[Taylor Meadows Wadley Zone Change DRC 01.27.21.docx](#)

[Ord 13-2021.docx](#)

[Taylor Meadows Wadley Property Zone Change narrative.pdf](#)

[Taylor Meadows Wadley Property Zone Change 01.27.21.pdf](#)

[Taylor Meadows Wadley Property ZC aerial.pdf](#)

[Taylor Meadows Wadley Property ZC General Plan.pdf](#)

[Taylor Meadows Wadley Property ZC zoning.pdf](#)

TAYLOR MEADOWS WADLEY PROPERTY ZONE CHANGE

CITY COUNCIL REPORT

Applicant	Arive Homes		
Meeting Date	March 9, 2021		
Requested Action/Purpose	Approval of a proposed zone change		
Location	Approximately 500 W 1500 S (7615 N 8350 W)		
Project Area	5.45 acres		
Existing Zoning	TH-5		
Proposed Zoning	R-1-22		
Existing General Plan Land Use Designation	VLDRA (Very Low Density Residential Agriculture)		
Adjacent Zoning and Land Use	<i>North</i>	R-1-22	Future Taylor Meadows & Cottonwood Estates Plat D
	<i>South</i>	R-1-22	Bellon Farms
	<i>East</i>	RA-1	Single family residential
	<i>West</i>	R-1-22	Future Taylor Meadows
Date of DRC Review	January 27, 2021		
Date of Planning Commission Review	February 11, 2021		
Assigned Planner	Jacob Curtis		
REQUIRED ACTION			
Planning Commission	Review and recommendation		
City Council	Final approval		

APPLICABLE GENERAL PLAN GOALS AND 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 2.0 units per acre. Much of the area designated as VLDRA is located at the periphery of the City in the south and west, in 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 when adjacent to such agricultural areas. In particular, provision should be made of 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 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 2.0 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 the 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.

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

September 25, 2007- The City Council approved the J. Wadley Annexation.

REPORT ANALYSIS

The applicant is seeking approval of a proposed zone change from TH-5 to R-1-22 for 5.45 acres located at approximately 500 W 1500 S or 7615 N 8350 W. This zone change is consistent with the approved General Plan designation of VLDRA for the property. The applicant is seeking a zone change as it will remove the property from TH-5 zone and allow development of the property.

The purpose of Very Low Density Residential/Agriculture districts such as R-1-22 is to provide single-family residential areas and/or hobby farm developments.

The DRC had one comment on the proposed zone change:

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-1-22 Zone. The amount of culinary water is .79 acre feet per acre and irrigation water is 2.9 acre feet per acre.

Please include the DRC comment in the motion.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the proposed Taylor Meadows Wadley Property zone change, including DRC comments from January 27, 2021. This recommendation is based on the following findings:

1. The proposed zone change is consistent with the General Plan designation of VLDRA.
2. The proposed zone change is consistent with the goals and policies of the General Plan.
3. The proposed change is consistent and compatible with the General Plan land uses of nearby and adjoining properties.
4. The proposed change will not unduly affect the uses or proposed uses for nearby and adjoining properties.
5. The proposed change does not affect the health, safety, and welfare of the City.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed zone change on February 11, 2021. The minutes and motion from this meeting are as follows:

2.4 Public hearing and recommendation of Arive Homes' request for review of a Zone Change for the Taylor Meadows-Wadley Property, 5.45-acres located at approximately 500 West 1500 South, changing the zoning from TH-5 (transitional holding) to R-1-22 (residential/agriculture).

Jacob Curtis presented information on the agenda item.

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

Commissioner Nielsen opened the public hearing for comment.

Commissioner Nielsen closed the public hearing for comment.

Motion: Commissioner Peterson moved to send a positive recommendation of **Public hearing and recommendation of Arive Homes' request for review of a Zone Change for the Taylor Meadows-Wadley Property, 5.45-acres located at approximately 500 West 1500 South, changing the zoning from TH-5 (transitional holding) to R-1-22 (residential/agriculture);** including all DRC comments and findings stated in the report. Commissioner Bunker seconded.

Vote: Commissioner Nielsen, yes; Commissioner Everett, yes; Commissioner Hemmert, yes; Commissioner Peterson, yes; Commissioner Ellis, yes; Commissioner Bunker, yes; Commissioner Hereth, yes. The vote passed unanimously.

**Taylor Meadows Wadley Residential Zone Change
DRC Redline Comments**

*Arive Homes - requests review of the **Taylor Meadows-Wadley Property zone change** on 5.45 acres located at 500 West 1500 South, changing the zoning from TH-5 to R-1-22. Need Envelopes*

DRC Members Present: Glade Kirkham, Kerry Evans, Greg Allred, Kim Struthers, Gary Smith, Joshua Bunnell, Ross Dinsdale, Trent Dyer

Representatives of the Applicant Present: Daniel Herzog

Date of Plans Reviewed: 01/20/21

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

Luke – Traffic: 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-1-22 Zone. The amount of culinary water is .79 acre feet per acre and irrigation water is 2.9 acre feet per acre.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON FEBRUARY 11, 2021
(NEED ENVELOPES BEFORE SCHEDULING)

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: 13-2021

**AN ORDINANCE APPROVING A ZONE DISTRICT DESIGNATION AMENDMENT
AND ZONING DISTRICT MAP AMENDMENT FOR APPROXIMATELY 7615 NORTH
8350 WEST (500 WEST 1500 SOUTH)**

WHEREAS, Arive Homes, authorized agent for the owner of property located at approximately 7615 North 8350 West (500 West 1500 South) 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 parcels designated as R-1-22 (Very Low Density Residential Agriculture); and

WHEREAS, following a public hearing on February 11, 2021, 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 9, 2021, 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 11, 2021; 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-1-22 (Very Low Density Residential Agriculture).

PART II:

A. If a provision of this Ordinance 13-2021 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 9th day of March, 2021.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

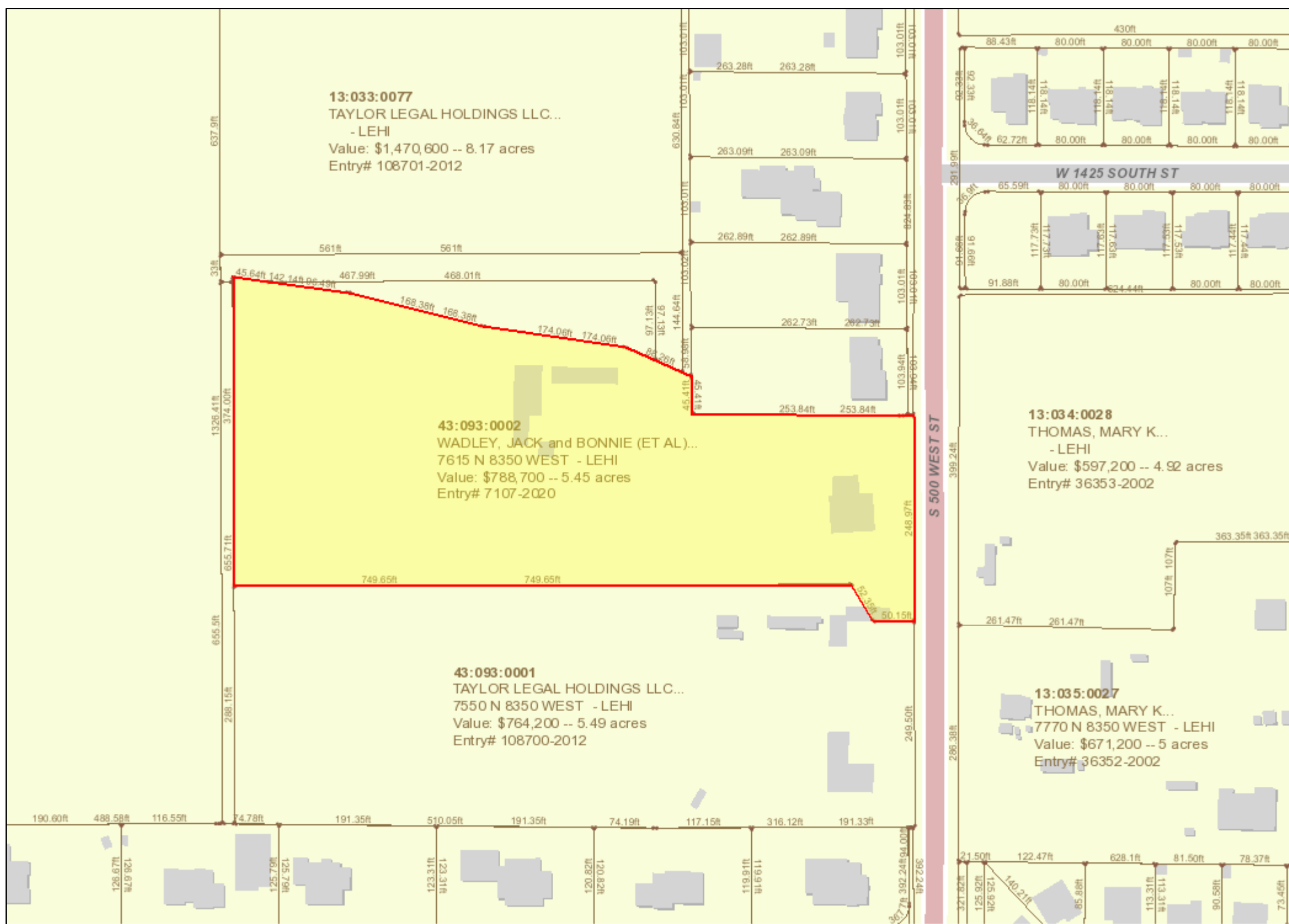
TAYLOR MEADOWS WADLEY PROPERTY ZONE CHANGE LEGAL DESCRIPTION

LEGAL DESCRIPTION: LOT 2, PLAT A, JACK AND BONNIE WADLEY SUBDV. AREA 5.450 AC.

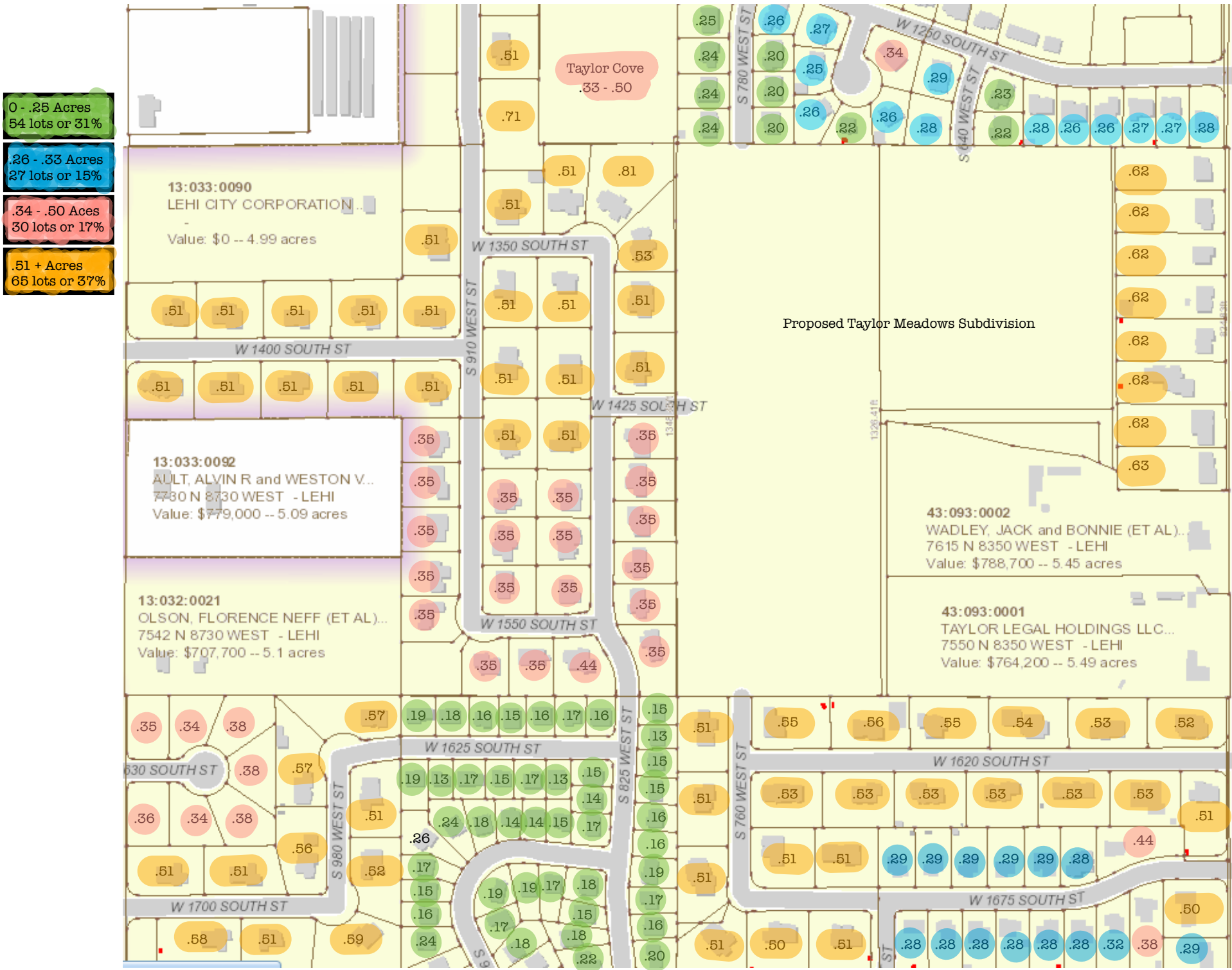
Wadley Portion of Taylor Meadows Rezone Application Approximately Located 7615 North 8350 West Lehi

The Applicant seeks City approval to rezone the North 5.45 acres of the Taylor Meadows property from TH-5 to R-1-22. This will remove the property from a Transitional Holding zone and allow the property to be developed.

- The change will allow Approximately 12 to 14 lots. As the property is an odd shape the exact lots are skewed due to partial lots transitioning over the property lines.
- 22,000 Square Foot lots are in line with the criteria of the General Plan Designation and City Council Concept input.
- The highly sought after 22,000 Square Foot lots will fit the demographic the City Council would like to attract to the area.
- The 22,000 Square Foot lots provide professionals and executives, a home for their families to play and enjoy.
- 22,000 Square Foot will increase the tax base with more high-end homes

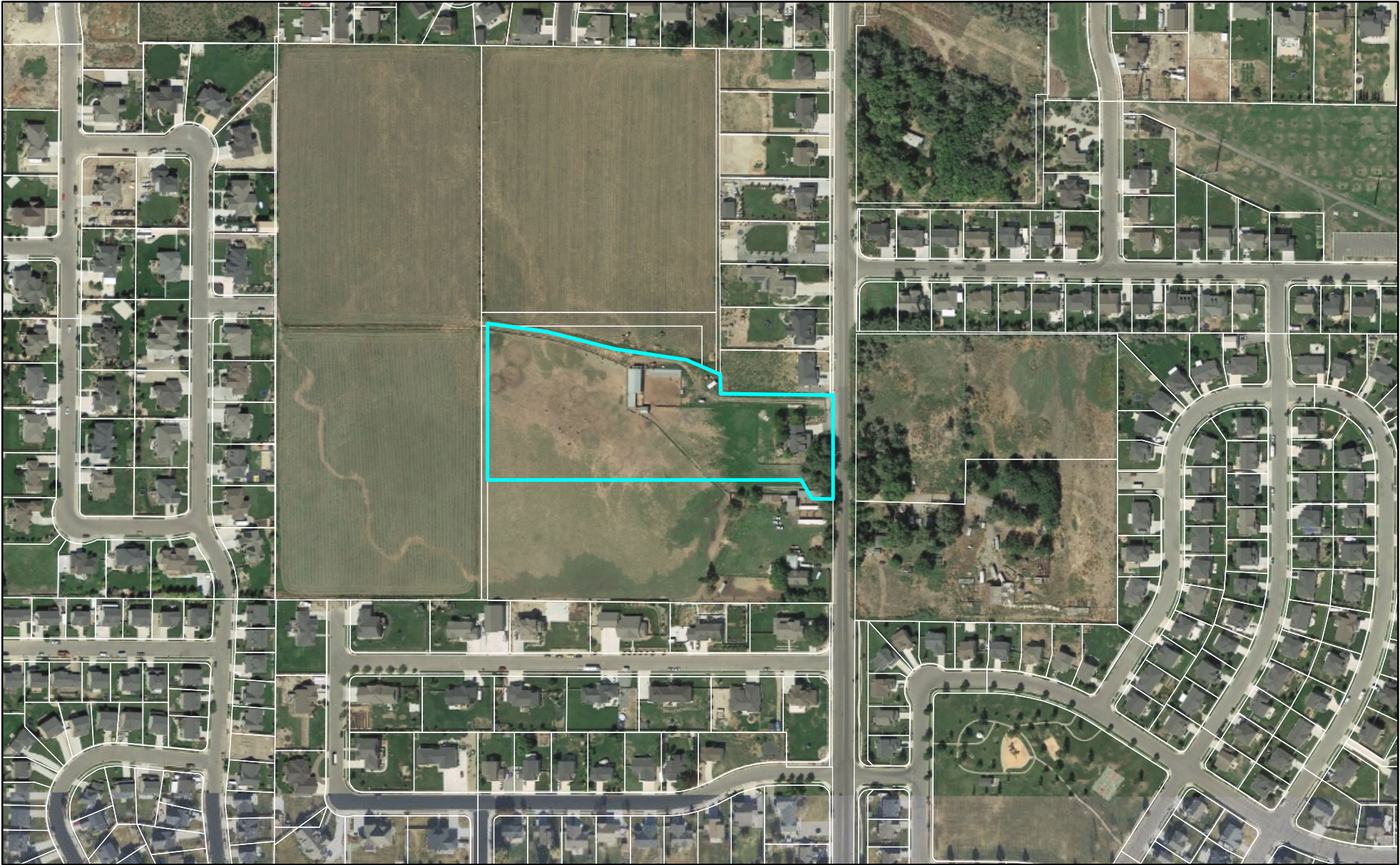


TAYLOR MEADOWS SURROUNDING LOT SIZES



Taylor Meadows-Wadley Property Zone Change

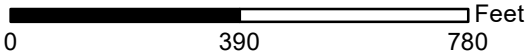
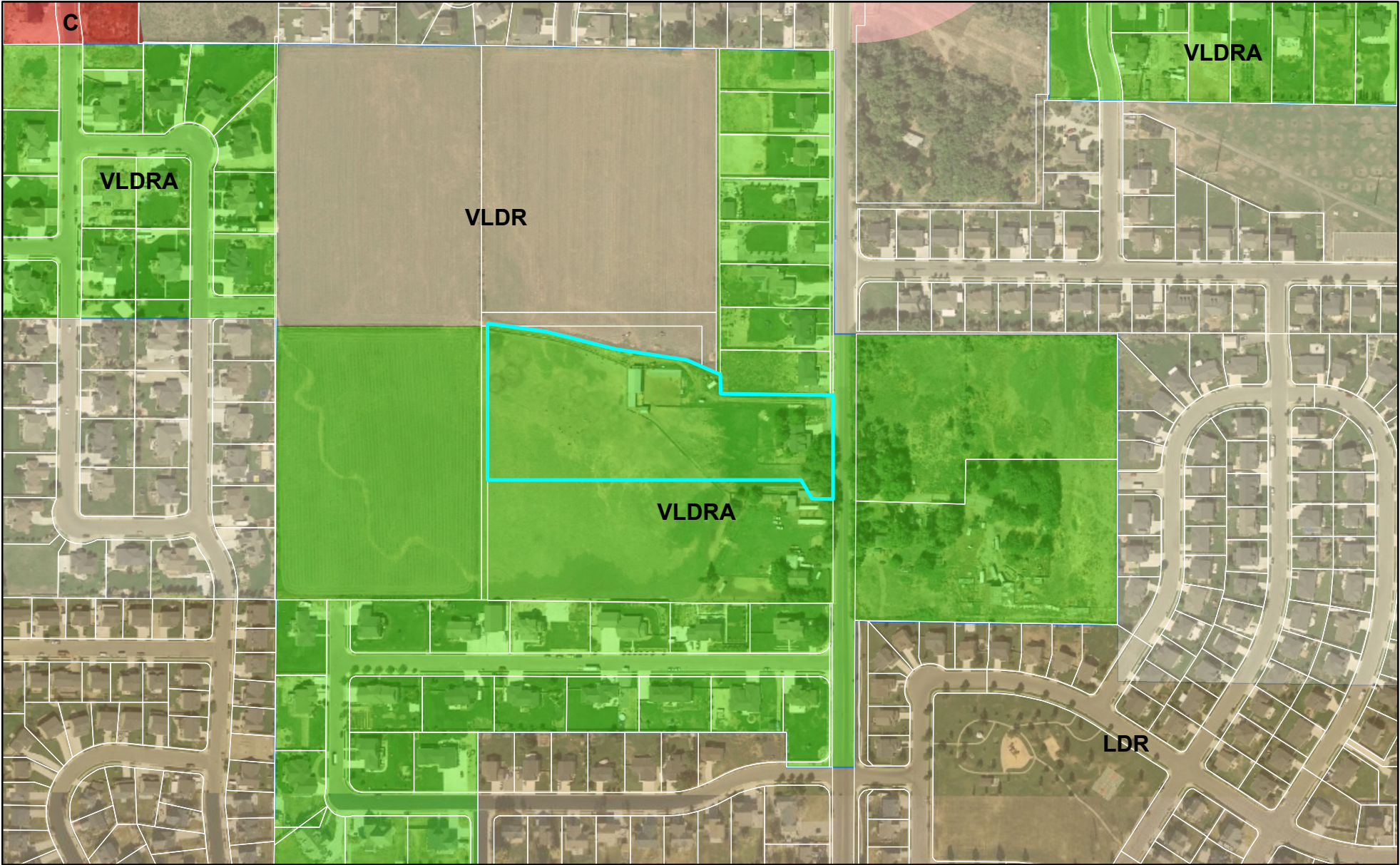
Aerial



0 390 780 Feet

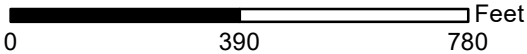
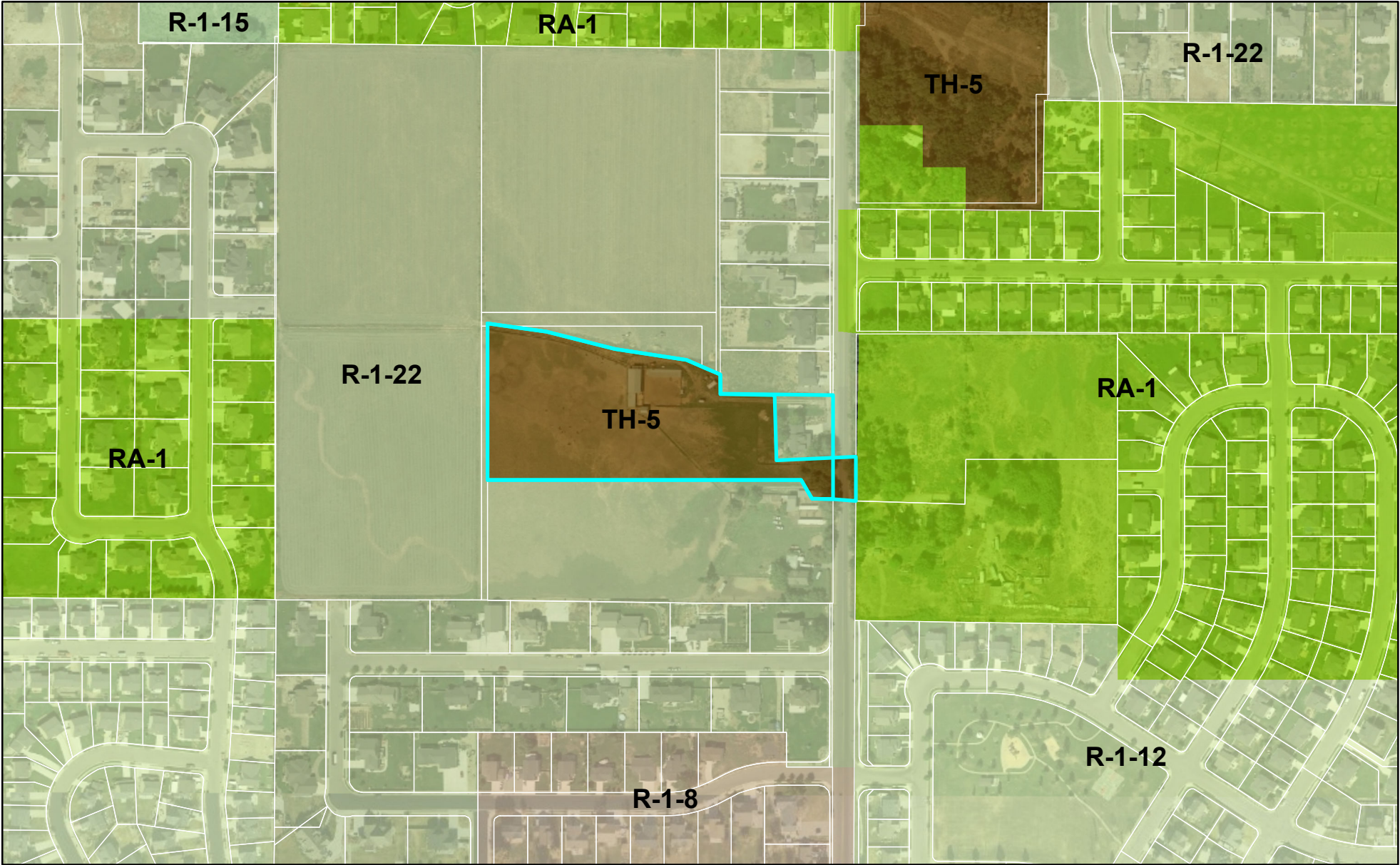
Taylor Meadows-Wadley Property Zone Change

General Plan



Taylor Meadows-Wadley Property Zone Change

Zoning



City Council Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2021-08, amending Resolution #2020-49 which temporarily suspended the acceptance of land use applications to rezone property to the Transit Oriented Development Zone (TOD).

Suggested Action:

Attachments:

[Res 2021-08.pdf](#)



RESOLUTION NO. 2021-08

**A RESOLUTION AMENDING RESOLUTION 2020-49 WHICH TEMPORARILY
SUSPENDED THE ACCEPTANCE OF LAND USE APPLICATIONS TO REZONE
PROPERTY TO THE TRANSIT ORIENTED DEVELOPMENT ZONE**

WHEREAS, on June 23, 2020, the Lehi City Council adopted Resolution 2020-49 which temporarily suspended the acceptance of land use applications to rezone property to the transit-oriented development (“TOD”) zone;

WHEREAS, the Lehi City Council desires to amend Resolution 2020-49 to describe the conditions under which the Lehi City Council would consider the approval of an application to rezone property to the TOD zone; and

WHEREAS, on March 9, 2021, 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

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

1. The Lehi City Council finds that the temporary suspension of land use applications to rezone property to the TOD zone should be lifted under the conditions described below.

2. The Lehi Planning Director is directed to accept land use applications for rezoning property to the TOD zone that contains the following elements:

- The proposed development will supply infrastructure (i.e. water, sewer, power, pressurized irrigation, storm drain and/or transportation) at no cost to the City which will allow the proposed development to function before future TOD components are constructed without significant burden to the City’s current infrastructure;
- The recent transit studies conducted by UTA (Point of the Mountain and Central Corridor) identify a future transit station that complies with the proximity requirements in the City’s development code; and
- The proposed development will dedicate property for a future transit station at no cost to the City.

3. Such action furthers the health, safety, and welfare of the citizens of Lehi by ensuring that the current and future public infrastructure needs of the City are met and the traffic impacts of developments within the TOD zone are appropriately mitigated by the development's proximity to a transit station.

This resolution shall take effect immediately upon its adoption.

Approved and Adopted by the Municipal Council of Lehi City this 9th day of March, 2021.

ATTEST:

Mayor Mark Johnson

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: March 9, 2021

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2021-09, approving an agreement with Geneva Rock Products Inc. and Lehi City for property acquisition for power and water improvements.

Suggested Action:

Attachments:

[Res 2021-09.docx](#)

[Agreement-Flight Park Power Substation and Water Tank Property Purchase \(final\).docx](#)



RESOLUTION NO. 2021-09

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN AGREEMENT
WITH GENEVA ROCK PRODUCTS INC. FOR PROPERTY ACQUISITION FOR
FLIGHT PARK POWER AND WATER IMPROVEMENTS**

WHEREAS, Geneva Rock Products Inc. owns property along the west side of Flight Park Road, (“Property”),

WHEREAS, Lehi City desires to acquire the Property to construct a power substation, a pressurized irrigation water reservoir and a culinary water tank; and

WHEREAS, on March 9th, 2021, the City Council held a duly-noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

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

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

1. The Agreement for Property Acquisition for Flight Park Power and Water Improvements between Lehi City and Geneva Rock Products, Inc. attached hereto as Exhibit “A” is hereby approved and the Mayor is authorized to execute the Agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 9th day of March, 2021.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

**AGREEMENT FOR PROPERTY ACQUISITION
FLIGHT PARK - POWER & WATER IMPROVEMENTS**

THIS AGREEMENT FOR PROPERTY ACQUISITION (“AGREEMENT”) is made and entered into this ____ day of _____, 2021 by and between Lehi City (“City”) and Geneva Rock Products, Inc. (“Owner”), hereinafter jointly called the “Parties.”

WHEREAS, City currently owns a portion of the Flight Park Road known as Utah County parcel number 58:001:0046 (“City Property”); and

WHEREAS, City prescriptively owns and maintains the western portion of the Flight Park Roadway shoulder and embankment fill (“Prescriptive Property”); and

WHEREAS, City needs an additional 5.20 acres of property west of the Prescriptive Property for the construction of a power substation, a pressurized irrigation water reservoir and a culinary water tank; and

WHEREAS, Owner owns property along the west side of Flight Park Road, known as Utah County parcel number 11:013:0188 (“Geneva Property”) which represents a portion of Owner’s larger parcel fronting the Project; and

WHEREEAS, City desires to acquire clear fee title to the Prescriptive Property and to purchase a portion of the Geneva Property from Owner (“Property”), and Owner agrees to sell to City the Property as agreed herein;

NOW, THEREFORE, the Parties hereto agree as follows:

1. City offers to pay and hereby agrees to pay Owner the sum of \$ \$171,200.00 by check or electronic funds transfer as compensation for the Property, as shown in pink and green on the attached Exhibit A.
2. Closing to take place within 45 days of all parties signing this Agreement at Vanguard Title and Lehi City will pay all the closing costs.
3. City agrees to perform at its cost or to arrange and pay for:
 - a. all surveying and legal document preparation to establish the Property boundary;
 - b. two independent appraisals of the Property;
 - c. recordation of the Special Warranty Deed for the Property purchase.
4. Owner represents that they have fee title to the Property and, upon the City’s payment described in Paragraph 1 above, will convey to City fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject to:
 - a. Any and all present and future zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions,

- if any;
- b. All covenants, restrictions and rights, and all easements and agreements for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across, and under the Property;
 - c. The state of facts shown on the survey obtained by City, provided the additional facts do not render title unmarketable; and
 - d. The exceptions to title contained in the title commitment issued to City by a reputable title insurer licensed to do business in the State of Utah (the "Title Commitment");
- ,
- 5. Owner agrees to pay any and all taxes assessed against the Property, including all past due and prorated property and greenbelt roll-back taxes, to the date of closing.
 - 6. Owner accept City's offer to purchase the Property as described in Paragraph 1 and as shown on the attached Exhibit A for the purchase amount described in Paragraph 1. In consideration of City's purchase payment and contemporaneously with the receipt thereof, Owner agree to sign, fully execute, and deliver to City the Warranty Deed for the Property.
 - 7. No water rights or shares are included in this Agreement.
 - 8. Time is of the essence of this Agreement.
 - 9. The recitals and exhibits described are made a part hereof as if fully set forth herein.
 - 10. City acknowledges that City has made thorough inspections and investigations of the Property and City agrees to take title to the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price. City has undertaken all such investigations of the Property as City deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the property, and based upon same, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers. Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. The provisions of this Section 10 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Signed:

Lehi City

Date

Title

Attest:

Teisha Wilson, Lehi City Recorder

Owner

Date

Title

Owner

Date

Title