



Lehi City Council Meeting Agenda November 10, 2020

4:00 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 4:00 p.m.

1. Welcome and Opening Comment
2. Presentations and Reports
 - 2.1. Discussion of Ranked Choice Voting
 - 2.2. Discussion of Improvements at Dry Creek Reservoir
 - 2.3. Discussion of golf cart usage on city streets.
 - 2.4. Financial Update- Dean Lundell, Finance Director
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 for the purpose of discussing 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
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 Minutes from the October 2020 City Council Meetings

[100620 WS.pdf](#)

[101320CC.pdf](#)

[102720CC.pdf](#)

4.2. Approve Purchase Orders

[PO Index.pdf](#)

[Stuart C Irby Co #6731.pdf](#)

[Sherman & Reilly Inc #6718.pdf](#)

[C&L Water PO #6738.pdf](#)

Regular Agenda

5. Matheny Annexation

a. Public Hearing

b. Consideration of Ordinance #60-2020, approval of the Matheny Annexation on 1.34-acres of property located at approximately 2250 North 1500 East, with RA-1 zoning.

c. Consideration of Resolution #2020-74, approval of the Matheny Annexation Agreement.

Petitioner: Jason Matheny

[CC Staff Report Matheny Annexation 11.10.2020.docx](#)

[Matheny Annexation DRC 09.02.2020.docx](#)

[Ord 60-2020.docx](#)

[Res 2020-74.docx](#)

[Matheny Annex Agreement 11.10.2020.docx](#)

[Matheny Annexation narrative.pdf](#)

[Matheny Annexation Plat.pdf](#)

[Matheny Annexation- aerial.pdf](#)

[Matheny Annexation- general plan.pdf](#)

[Matheny Annexation- zoning.pdf](#)

6. Consideration of Ordinance #61-2020, a Development Code Amendment to Chapter 39 and the Table of Uses 05.030.B, amending the definition of Dog Care Facility.

Petitioner: Billy Meadows

[CC Staff Report Meadows Dev Code Amendment 11.10.20.docx](#)

[Ord 61-2020.docx](#)

[Meadows Development Code DRC 10.07.2020.docx](#)

[Meadows Development Code Amendment DRC.pdf](#)

7. Consideration of Ordinance #62-2020, approval of the Taylor Meadows General Plan amendment, changing approximately 18 acres of property from VLDRA (very low density residential agriculture) to VLDR (very low density residential) located at approximately 1500

South 500 West.

Petitioner: Arive Homes

[CC Staff Report Taylor Meadows Wadley Property General Plan Amendment 11.10.20.docx](#)

[Taylor Meadows Wadley General Plan Amendment DRC 09.30.2020.docx](#)

[Ord 62-2020.docx](#)

[Taylor Meadows Updated General Plan Amendment Reasons 9.22.2020.pdf](#)

[Taylor Meadows aerial.pdf](#)

[Taylor Meadows General Plan.pdf](#)

[Taylor Meadows zoning.pdf](#)

8. Consideration Ordinance #63-2020, a Development Code amendment to Table 05.030.C, adding Pet Grooming as a permitted use in the Mixed Use zone.

Petitioner: Lehi City

[CC Staff Report Table 05.030-C Pet Grooming Development Code Amendment 11.10.20.docx](#)

[Lehi City Development Code Table of Uses DRC 10.07.2020.docx](#)

[Table MU Pet Grooming Development Code Amendment 10.07.20.pdf](#)

[Ord 63-2020.docx](#)

9. Consideration of Final subdivision approval for the Garden Acres Plat B, a 3-lot residential development located at 187 North 400 East.

Petitioner: Derek Jessee

[CC Staff Report Garden Acres Plat B Final Subdivision 11.10.20.docx](#)

[Garden Acres Plat B Final Subdivision DRC 10.28.2020.docx](#)

[Lehi Garden Acres Plat B Final Subdivision 10.28.20 plans.pdf](#)

[Garden Acres B Aerial.pdf](#)

[Garden Acres B General Plan.pdf](#)

[Garden Acres B Zoning.pdf](#)

10. Consideration of Resolution # 2020-70, approving an agreement between Lehi City and Cole Peck Company for construction of Flood Mitigation Measures.

Petitioner: Lehi City

[Res 2020-70.docx](#)

[Agreement - Construction of Traverse Mountain Emergency Watershed Protection \(003\).docx](#)

11. Consideration of Resolution #2020-71, approving a Real Estate Purchase Contract between Lehi City and Kraig Johnson.

Petitioner: Lehi City

[Res 2020-71.docx](#)

[Real Estate Purchase Contract \(UAR REPC\) \(version 1\).pdf](#)

[Addendum \(UREC\) \(version 1\).pdf](#)

[JOHNSON FARM 2 ACRES TO LEHI CITY Property Description.pdf](#)

12. Consideration of Resolution #2020-72, approving a Lease Agreement for various vehicles with JPMorgan Chase Bank.

Petitioner: Lehi City

[Res 2020-72.docx](#)

[Lehi City Corporation -147095 -Equipment Finance Docs.pdf](#)

13. Consolidated Fee Schedule Amendment

- a. Public Hearing

- b. Consideration of Resolution #2020-73, amending the Lehi City Consolidated Fee Schedule for pavilion reservations, room rentals, and landfill punch cards.

Petitioner: Lehi City

[Res 2020-73.docx](#)

[2021 FeeSchedule Just Changes.pdf](#)

14. 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: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

Subject:

Discussion of Ranked Choice Voting

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

Subject:

Discussion of Improvements at Dry Creek Reservoir

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Discussion

Agenda Section: Presentations and Reports

Subject:

Discussion of golf cart usage on city streets.

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Presentation

Agenda Section: Presentations and Reports

Subject:

Financial Update- Dean Lundell, Finance Director

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Minutes from the October 2020 City Council Meetings

Suggested Action:

Attachments:

[100620 WS.pdf](#)

[101320CC.pdf](#)

[102720CC.pdf](#)

Minutes of the **Work Session** of the **Lehi City Council and Planning Commission** held Tuesday, **October 6, 2020**, at the Lehi City Administration Building, 153 North 100 East, Lehi, Utah. The meeting began at approximately 4:30 PM.

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

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Ryan Wood, City Attorney; Kim Struthers, Community Development Director; Lorin Powell, City Engineer; Dean Lundell, Finance Director; Beau Thomas, Assistant to the City Administrator; Shaye Ruitenbeek, Management Analyst; Teisha Wilson, City Recorder; and members of the Planning Commission.

City Council Work Session (4:30 p.m.)

1. Welcome

Mayor Johnson welcomed everyone and noted that all Councilmembers were present.

2. Receipt of a feasibility study from Magellan Advisors and discussion regarding whether Lehi City should offer public telecommunication services or cable television services

John Honker, with Magellan, reported on the fiber feasibility study for Lehi City. He stated that many cities have built a fiber network and then leased that to providers to provide broadband, instead of providing it themselves. Mr. Honker stated that they conducted a statistical survey to help them understand the demand in the residential and business community. They also studied the market competitors and what the take rate could be for Lehi. He also discussed the advantages and disadvantages of providing its own broadband service. The State puts some heavy regulations on the city if it wants to provide a retail product. The regulatory restrictions aren't as steep if the city chooses to do a wholesale model.

Mr. Honker stated that they also researched the regulatory impacts to each option which is detailed in the report. He stated that telecommunications companies are known to oppose municipal projects where the municipality is the provider. This also creates a political risk.

Mr. Honker discussed the option of the city building the infrastructure which would be a wholesale/partner model. This would have a two-year time frame where construction would begin in 2022 with the first costumers having access in March of 2022 and then it would take another 3 years to roll out and connect the majority of the market. The cost to build the network

would be the most substantial. The total bond would be 71 million for the network, in addition to that it would be about 8 million in startup costs for engineering and working capital before they start collecting revenue. He stated that there are more cost details in the report.

Mr. Walker stated that if they wanted to move forward with the retail model, then they need to start that process now with noticing. He said the wholesale model had less regulatory requirements while still providing some benefits to the City.

Councilor Koivisto expressed concerns with the retail model and prefers the wholesale option. Councilor Southwick stated that he also prefers the wholesale model. Councilor Condie and Albrecht also prefer the wholesale model. Councilor Albrecht would also like more details and discussion on this issue. It was also noted that if the City chooses to use the wholesale model now, it doesn't preclude them from implementing the retail model in the future.

City Council and Planning Commission Joint Work Session (5:30 p.m.)

1. Presentation of the Proposed Thanksgiving Point Area Plan Amendment

Nathan Ricks presented the most recent Area Plan Amendment proposal. He stated that when they looked at the traffic study, they assessed the area on both sides of the frontrunner tracks. He noted that in previous meetings, the City has stated that the west side isn't ready for development, so they've focused on the east side where they are proposing increased density. They talked about adding some more office in addition to residential with retail/service on the first floor. They are proposing a walkable pedestrian friendly urban environment in Lehi which has not been done here. Mr. Ricks then presented on the traffic study that was conducted by Hales Engineering which showed 2 scenarios without the Clubhouse Drive extension. The first scenario was preferred which would have less office space, more residential and no hotel.

Councilor Koivisto asked that they change the legend so that it reflects how the City defines density. She stated that she would like to see what amenities would be included in the project. Mr. Ricks stated that it's difficult to define that specifically right now because they don't know what the allowed density will be, but they will provide amenities.

Ryan Hales explained how the added residential and retail can balance the traffic in the area. He said they have a huge opportunity with the transit station. He stated that there are some improvements that can be made to the roads that can mitigate the traffic. He said the goal is to manage the traffic not eliminate it. He said that it's important in a project like this to have a good mix of uses to maximize internal capture. The existing uses are off balance because of all the office space. Mr. Hales also explained that even without the project, Triumph Boulevard needs to be widened and Clubhouse Drive extended by 2050. This project would accelerate the second of these improvements by 10 years. Councilor Koivisto inquired about who would do the improvements to these roads. Mr. Hales stated that this doesn't show who would be responsible for the cost, it just shows what needs to be completed. Councilor Koivisto stated that this will increase traffic and asked that Stack Development construct the roads. Mr. Ricks stated that these are regional roads and would be needed regardless if this project happens or not. Councilor Hancock stated that he would like to determine who covers

the cost of those roads before this is approved, but that doesn't need to be decided tonight. Mr. Lorin Powell stated that they still need to conduct more research and studies to determine if the regional roads will be needed by 2050 even if the project doesn't come to fruition.

Mr. Ricks then presented a possible timeline for the Area Plan Amendment to proceed through the development process. Councilor Koivisto stated that she would like the applicant to submit the official application and fee before they proceed further. Mr. Powell stated that the staff review will take more time than the applicant's projected timeline.

Councilor Hancock stated that because the office was overbuilt in this area, they now need to compensate with even more residential to achieve a balance, and that is concerning.

Councilor Southwick inquired about sewer and water capacities with the new proposal. Mayor Johnson stated that Thanksgiving Point is unique because of the Frontrunner station. This has an opportunity for a Transit Oriented Development (TOD). He said that staff still needs to run through the infrastructure calculations for this area plan and it will take staff time to work through all that. He said that right now, the developer just needs to know if they are headed in the right direction and is the Council comfortable with the density being presented. Mr. Powell explained that as part of the approval process, they will work through who will pay for the infrastructure improvements.

Councilor Condie stated that he feels they are on the right track, but he's not sold on the number of densities yet. Councilor Hancock stated that these revised plans take a long time to go through the approval process. He said that the last Transverse Mountain Area Plan Amendment took over a year to complete. Councilor Koivisto does not feel comfortable with the density. Councilor Hancock stated that in general they are headed in the right direction, but he was concerned with the overall number of units and that he would like to dive deeper into the traffic analysis. He also wanted to know what the interdependencies would be when the west side is developed. Councilor Albrecht stated that she has similar concerns and is interested to see more of the traffic impact and how it's financed. Councilor Southwick was concerned with the amount of density being proposed but feels like it is a good place for a TOD.

The meeting recessed at approximately 6:30 p.m.

The meeting reconvened at approximately 6:35 p.m.

3. Discussion of the proposed General Plan update.

Kim Struthers wanted to discuss the new density areas that are being proposed and make sure they are following the Council's vision before staff begins intensive infrastructure calculations. He stated that they looked at areas that could accommodate higher density. Mike West, Long-term Planner, stated that they are going to look at the numbers and how that ties into our overall vision. Ross Dinsdale, City Assistant Engineer, stated that they put together a map to show areas that would be impacted most by the update. He asked that the Council look at the map to see if those densities were what the Council had envisioned, or if they would like more or less. Mr. Struthers also explained that the Main Street density and State Street density will be different because of the Main Street height limitations.

Mr. Dinsdale stated that the city's current buildout projections are at 140,000. This new update would increase that to about 170,000 – 200,000 people.

Councilor Hancock stated that he had some concerns with the higher densities on Pioneer Crossing and other areas to the south. Councilor Albrecht stated that the areas that will be most concerning are the areas that have the largest change, such as moving from low density to high density. Councilor Hancock stated that as they continue to analyze this, it may be helpful to have the percentage increase of density in each area. Lorin Powell, City Engineer, stated that most areas of change only increased by one general plan designation.

Mayor Johnson was concerned that if all they build are condos and townhomes, they may have an issue in the future as the demographics change. Mr. Struthers stated that they still have areas of stability that could be developed as single family with larger lots.

Councilor Condie was concerned with anything over 150,000 population. Councilor Hancock stated that going into this he thought that the city should maintain that 140,000 population, but shift the densities around to achieve that in areas that make sense. He would prefer that they focus on densifying the TOD areas instead of just adding density in various locations.

Councilor Koivisto asked if there was pressure from the State to increase the population in Lehi. Mr. Struthers replied that they are encouraging a solution to the housing affordability issue, and the easiest way to address that is with high density. He said that they could look at this regionally too, because if they density here, then people won't have to travel as far to access I-15, businesses and employment. Councilor Hancock stated that he's comfortable with the 140-150 population range as long as the density is done in the right places. He also expressed concern with the amount of density being proposed in north Lehi by Traverse Mountain.

Mr. Dinsdale stated that their next step is a utility analysis to determine what the right densities may be.

Mayor Johnson suggested that they take more of the green areas that are proposed for higher density and move that density to the TOD areas. That might be more palatable in the future. Mr. Dinsdale suggested taking a closed look at each area being proposed as an increase and identify areas that they would be comfortable changing or not.

Mr. West stated that as a long-term planner, he looks at the challenges we're faced with as a metro area, and how other metro areas have developed and the consequences of that. He stated that they are already a large employment center which creates a lot of demand for housing and travel. He has researched many TODs that have shown the higher the density and population in a TOD the more benefits you see.

Commissioner Matt Hemmert stated that they've identified these TOD areas and that it's important to make sure they are developed correctly. Commissioner Ellis stated that he's concerned when we offer a little more density to where it creates a problem, but not enough to where it offers a solution.

Councilor Hancock stated that they should focus on the TODs and ensure there is enough density there to maximize the benefits of a TOD.

Commissioner Hereth stated that he wants to make sure there is enough diversity in all cycles of housing, such as ensuring there is enough single-family homes on smaller lots.

Commissioner Everett stated that he moved here because of the mix of residential and agriculture, and as they grow, they need to decide if that's still going to be part of the city's identity, and he would prefer they keep that. He likes the idea of focusing on the TODs rather than adding high density next to the established low-density areas.

Mayor Johnson felt that most of the green areas should remain the same, or have a small increase in specific areas, but are they willing to increase the densities in the TOD areas to make those work properly. Councilor Hancock suggested that they look at the number of units and type of units that are needed in order to have a successful TOD.

Mr. Powell would like to revise this and come back to the Council with changes.

4. Adjournment

With no further business to come before the City Council at this time the meeting adjourned at approximately 8:20 p.m.

Approved:

Attest:

Mark Johnson, Mayor

Teisha Wilson, Deputy Recorder



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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **October 13, 2020**, at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

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

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Beau Thomas, Assistant to the City Administrator; Ryan Wood, City Attorney; Kim Struthers, Community Development Director; Dean Lundell, Finance Director; Shaye Ruitenbeek, Management Analyst; and Teisha Wilson, City Recorder.

Pre-Council, 5:30 p.m.

1. Welcome and Invocation

Mayor Johnson welcomed everyone and noted that all Councilmembers were present.

2. Tour of the Lehi Archives

The Council participated in a tour of the Lehi Archives

3. Agenda Questions

None.

4. Administrative Report

None.

5. Mayor and Council Reports

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

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor Koivisto led the Pledge.

2. Presentations and Reports

2.1. Friends of Public Health Award presented to Lehi City from the Utah County Health Department.

Ralph Clegg with the Utah County Health Department presented an award to Lehi City for its efforts in passing legislation that increased the minimum age of purchasing tobacco products from 19 to 21.

49
50 2.2 Justice Court Service Award presented to Judge Morgan Cummings
51 Judge Cummings was recognized for his work and service in the Justice system.
52

53 2.3 Retirement Congratulations presented to Jean Hatch with the Lehi Arts Council.
54 This will be presented at the next meeting.
55

56 2.4. Awards Recognition to the Lehi City Planning Department by APA Utah
57 This will be presented at the next meeting.
58

59 **3. 20 Minute Citizen Input**

60 None.
61

62 **4. Consent Agenda**

63 4.1. Approve Minutes from the September 8, 2020 Council Meeting.
64

65 4.2 Approve Purchase Orders
66

67 **Motion:** Councilor Hancock moved to approve the consent agenda items. Councilor
68 Koivisto seconded the motion.
69

70 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
71 Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.
72

74 **5. Consideration of Resolution #2020-69, changing the name of the roadway from Mule 75 Deer Circle to Hidden Canyon Circle.**

76 Mr. Struthers explained that the residents had concerns with the spelling and pronunciation of
77 the name and requested the change. All residents with this address agreed to the change.
78

79 **Motion:** Councilor Koivisto moved to approve Resolution #2020-69, changing the name of
80 the roadway from Mule Deer Circle to Hidden Canyon Circle; including the
81 Development Review Committee comments. Councilor Condie seconded the
82 motion.
83

84 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
85 Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.
86

88 **6. Consideration of Preliminary subdivision approval of South Creek, a 21-lot residential 89 subdivision located at 1400 South 1940 West. (Tabled from 09.22.20 Meeting)**

90 Scott Dunn was representing PHI properties. He stated that they are working with Utah County
91 to resolve the land gap and will have that cleared up before the County records the plat.
92

93 **Motion:** Councilor Condie moved to grant Preliminary subdivision approval of South Creek,
94 a 21-lot residential subdivision located at 1400 South 1940 West; subject to all
95 Development Review Committee and Planning Commission Comments.
96 Councilor Koivisto seconded the motion.

97
98 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
99 Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

100
101
102 **7. Consideration of Preliminary subdivision approval of Garden Acres Plat B, a 3-lot**
103 **residential development at 187 North 400 East.**

104
105 **Motion:** Councilor Southwick moved to grant Preliminary subdivision approval of Garden
106 Acres Plat B, a 3-lot residential development at 187 North 400 East.; subject to all
107 Development Review Committee and Planning Commission Comments. Councilor
108 Koivisto seconded the motion.

109
110 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
111 Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

112
113
114 **8. Consideration of Ordinance #57-2020, a Development Code amendment to Chapter 20,**
115 **Home Occupations, clarifying allowed home occupations.**

116
117 **Motion:** Councilor Koivisto moved to approve Ordinance #57-2020, a Development Code
118 amendment to Chapter 20, Home Occupations, clarifying allowed home
119 occupations; subject to all Development Review Committee and Planning
120 Commission Comments. Councilor Condie seconded the motion.

121
122 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
123 Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

124
125
126 **9. Consideration of Ordinance #58-2020, a Development Code amendment to Chapter 12,**
127 **clarifying automobile sales and rental property standards.**

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129 **Motion:** Councilor Koivisto moved to approve Ordinance #58-2020, a Development Code
130 amendment to Chapter 12, clarifying automobile sales and rental property
131 standards; subject to all Development Review Committee and Planning
132 Commission Comments. Councilor Southwick seconded the motion.

133
134 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
135 Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

136
137
138 **10. Consideration of Resolution #2020-67, adopting an Administrative Naming Rights Policy**
139 **for Lehi City.**

Motion: Councilor Koivisto moved to approve Resolution #2020-67, adopting an Administrative Naming Rights Policy for Lehi City. Councilor Condie seconded the motion.

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

11. Consideration of Resolution #2020-68, approving an agreement for Energized Line Clearance and Tree Trimming between Lehi City and Peterson Tree Care.

Motion: Councilor Koivisto moved to approve Resolution #2020-68, approving an agreement for Energized Line Clearance and Tree Trimming between Lehi City and Peterson Tree Care. Councilor Condie seconded the motion.

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

15. Adjournment

With no further business to come before the City Council at this time, Councilor Koivisto moved to adjourn the meeting. Councilor Hancock seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 8:00 p.m.

Approved: November 10, 2020

Attest:

Mark Johnson, Mayor

Teisha Wilson, City Recorder



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

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **October 27, 2020**, at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

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

Others Present: Jason Walker, City Administrator; Cameron Boyle, Assistant City Administrator; Beau Thomas, Assistant to the City Administrator; Ryan Wood, City Attorney; Kim Struthers, Community Development Director; Dean Lundell, Finance Director; Shaye Ruitenbeek, Management Analyst; and Teisha Wilson, City Recorder.

Pre-Council, 4:00 p.m.

1. Welcome and Invocation

Mayor Johnson welcomed everyone and noted that all Councilmembers were present.

2. Presentations and Reports

2.1 Central Corridor Transit Study Presentation

Shane Marshall gave an update on the Central Corridor Transit Study that's being conducted in Utah County. He discussed Bus Rapid Transit from Lehi to Orem and where that might be. He stated that in Lehi, they intend to use the right of way along the rail.

2.2 Discussion of the fiber feasibility study from Magellan Advisors

John Honker, with Magellan, addressed the Council as a follow up to the presentation at the work session meeting earlier in the month. Mr. Honker stated that the finding of the study showed that the regulatory risks suggest that the City should avoid providing retail ISP services. Instead, the City could partner with one or more retail ISPs. He stated that they estimated the take rate would be 45% as long as the fees are competitive. With that 45% take rate they expect an estimated 9 million of surplus over 20 years. Mr. Honker then detailed how the services would be provided in a partner/wholesale model.

Councilor Hancock inquired about the difference between the City building its own network, versus have a company like UTOPIA doing the construction. Mr. Honker stated that the biggest difference is the control.

Mayor Johnson stated that they would prefer to move forward with the wholesale model because as the study shows, it presents a moderate risk with a high reward and the City would control the system.

There was discussion about the 9 million surplus and if that is worth the risk. Mr. Honker explained that the real benefit is having the control and owning the system, because there are other things that you can do with the system, such as using it for schools, internal applications, and transportation. Mayor Johnson stated that with a UTOPIA model, they may not even have representation on the board. Councilor Koivisto stated that she likes having the control.

Councilor Condie stated that if he remembers right, UTOPIA estimated that the buildout would cost 50 million, which is less than the projected cost for doing it ourselves by about 30 million. Mr. Honker stated that they don't know how UTOPIA estimated their cost. He said that Magellan did a thorough in-depth analysis of the city's current system and estimated costs based on that. He stated that there would be some cost that the city would incur that UPOPIA would not such as equipment cost and working capital. He also stated that they included contingencies in their estimate, so he believes they are not comparing the same costs. He also said that they are very conservative on construction costs. He said that he could provide some comparison points. Councilor Condie stated that it's not necessarily a bad thing for someone else to own the system and would like to know why the estimates were so different.

Mayor Johnson noted that the information provided to UTOPIA for their estimate was not the same information that Magellan was able to produce during their study.

Jason Walker, City Administrator, stated that if the city owned the system or if UTOPIA owned it, the payment obligation is the same. Mr. Walker also noted that after the bond is paid for then the City could have the option to lower its rates.

There was discussion regarding the timeline for engineering and construction costs and how quickly the city could move forward with a bond. Mayor Johnson recommended that the Council reach out to the study group with questions. Mayor Johnson stated that he wants the Council to feel comfortable moving forward with a decision.

3. Agenda Questions

None.

4. Administrative Report

4.1 Capital Lease Update from Finance

Dean Lundell, Finance Director, stated that in the budget this year they included an option to purchase 3 pieces of large equipment through a capital lease and that will be on the next Council agenda for approval.

5. Mayor and Council Reports

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

Mayor Johnson asked Steve Marchbanks, Parks Director, to give an update on the most recent concept for Family Park. Mr. Marchbanks presented a rough draft of a concept plan that will be shown to residents at the ribbon cutting ceremony on Saturday. He stated that they are making this a leisure park based on feedback from the residents.

The meeting recessed at approximately 6:00 p.m.

The meeting reconvened at approximately 7:00 p.m.

96
97 **Regular Session, 7:00 p.m.**

98 **1. Welcome, Roll Call, Pledge of Allegiance**

99 Mayor Johnson welcomed everyone and noted that all Councilmembers were present. Councilor
100 Koivisto led the Pledge.

101
102 **2. Presentations and Reports**

103 **2.1 Retirement Congratulations presented to Jean Hatch with the Lehi Arts Council.**

104 Jean Hatch was recognized for her many years of service as the Lehi Arts Council Director.

105
106 **2.2. Awards Recognition to the Lehi City Planning Department by APA Utah**

107 The Planning Department was recently recognized by the APA Utah for their work with the new
108 public safety building design and connectivity standards.

109
110 **2.3 Proclaim November 2020 as Epilepsy Awareness Month**

111 Mayor Johnson read the Proclamation for Epilepsy Awareness Month.

112
113 **3. 20 Minute Citizen Input**

114 None.

115
116 **4. Consent Agenda**

117 **4.1. Approve Minutes from the September 22, 2020 Council Meeting.**

118
119 **4.2 Approve Purchase Orders**

120
121 **Motion:** Councilor Koivisto moved to approve the consent agenda items. Councilor Condie
122 seconded the motion.

123
124 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
125 Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

126
127
128 **5. Consideration of Final subdivision approval of Hidden Canyon Plat C, a 56-lot**
129 **residential subdivision located at approximately Fox Canyon Road and Oak Wood**
130 **Circle.**

131 Dillon Young with Toll Brothers was representing the applicant. He noted that this will be a
132 49-lot subdivision and not 56 lots.

133
134 **Motion:** Councilor Southwick moved to grant Final subdivision approval of Hidden Canyon
135 Plat C, a 49-lot residential subdivision located at approximately Fox Canyon Road
136 and Oak Wood Circle; subject to all Development Review Committee and Planning
137 Commission Comments. Councilor Hancock seconded the motion.

138
139 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
140 Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.

143 **6. Consideration of Preliminary subdivision approval the Willow Point, a 420-unit**
144 **residential development located at approximately 2100 North 4100 West.**

145 Brandon Watson was representing the applicant. He stated that one of the Planning
146 Commissioners voted no due to some traffic concerns; however, there is a plan to mitigate
147 those issues.
148

149 **Motion:** Councilor Condie moved to grant Preliminary subdivision approval of South Creek,
150 a 21-lot residential subdivision located at 1400 South 1940 West; subject to all
151 Development Review Committee and Planning Commission Comments.
152 Councilor Hancock seconded the motion.
153

154 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
155 Councilor Hancock, Yes; and Councilor Koivisto, No. The motion passed 4-1.
156
157

158 **7. Consideration of Ordinance #59-2020, approval of Clay's Zone Change, changing the**
159 **zoning from RA-1 to R-2 on 0.68 acres of property located at 521 West 1200 North.**

160 Clay Greenwood was the applicant.
161

162 **Motion:** Councilor Koivisto moved to approve Ordinance #59-2020, Clay's Zone Change,
163 changing the zoning from RA-1 to R-2 on 0.68 acres of property located at 521
164 West 1200 North; subject to all Development Review Committee and Planning
165 Commission Comments. Councilor Southwick seconded the motion.
166

167 **Roll Call Vote:** Councilor Albrecht, Yes; Councilor Condie, Yes; Councilor Southwick, Yes;
168 Councilor Hancock, Yes; and Councilor Koivisto, Yes. The motion passed unanimously.
169
170

171 **8. Adjournment**

172 With no further business to come before the City Council at this time, Councilor Koivisto
173 moved to adjourn the meeting. Councilor Hancock seconded the motion. The motion passed
174 unanimously. The meeting adjourned at approximately 7:50 p.m.
175
176
177
178
179
180

181 Approved: November 10, 2020

Attest:

182
183
184
185
186 _____
Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Action Item

Agenda Section: Consent Agenda

Subject:

Approve Purchase Orders

Suggested Action:

Attachments:

[PO Index.pdf](#)

[Stuart C Irby Co #6731.pdf](#)

[Sherman & Reilly Inc #6718.pdf](#)

[C&L Water PO #6738.pdf](#)



LEHI CITY
CITY COUNCIL AGENDA
November 10, 2020

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Amt (before PO)
Stuart C. Irby Co	Sanc Mtg Gear S&C, Conc Fibercrete Box	\$194,168.00	Inventory
Sherman & Reilly Inc	New Trailer Mounted Puller	\$147,226.00	\$31,182.04
C&L Water Solutions Inc	Jordan Willows Pipe Reline Project	\$429,195.00	



PURCHASE ORDER

LEHI CITY CORPORATION

153 NORTH 100 EAST
LEHI UT 84043

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE

6731

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: 10/27/2020

<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 9PD, SANC PME 11PD, CONCFC FIBERCRETE BOX	194,168.00	194,168.00	53-1415

TOTAL 194,168.00

Authorized By:

Department Head

Mayor or City Administrator

City Council Approval Date *

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



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

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE
6718

ISSUED TO: 47222
SHERMAN & REILLY INC.
26908 NETWORK PLACE
CHICAGO IL 60673-1269

SHIP TO: FLEET
439 W 300 N
LEHI UT 84043

DEPARTMENT:

PURCHASE ORDER DATE: 10/07/2020

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
0	1.00	NEW TRAILER MOUNTED PULLER	147,226.00	147,226.00	64-40-55-000

TOTAL 147,226.00

Authorized By:

Jeremy Estes
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

Sherman Reilly

Vendor#

Street

400 West 33rd Street

Date _____

9/30/2020

City

Chattanooga

State

TN

Zip

37410

Phone

800-251-7780

Dean Lundell

Fleet

104-4055000

Jeremy Estes

Requesting Department

Dept. Account No.

Department Head Signature

Quantity	Unit	Materials and Description	Price	Total
		New Trailer mounted Puller		\$147,226.00
		This vendor and model chosen due to unique equipment available only on this model.		
		Total		\$147,226.00

Justification:	Price Determination	
	Verbal Quote	
Not on state contract. Attached 2 Quotes	Informal Bid	
	Written Bid	\$147,226.00
	State Bid	
	Other	

31,182-04



Quote: 7240

Page: 1/2

LEHI CITY CORPORATION
560 WEST 300 GLEN CARTER DRIVE
LEHI UT 84043

FormAddress-EmailURI: sales@sherman-reilly.com
Date: Jul 15, 2020
Your Reference: PT-3000
Valid To: Oct 13, 2020
Request Date: Oct 13, 2020
Customer Number: 247320

Contact: 6102 CARLSON SALES, INC

Dear Sir or Madam,
Thank you for your interest. We offer the following items:

Line	Product	Description	Quantity	Net Price	Net Value
10	615170	PT-3000-D+SPDR+DRUM+UNILINE	1 Each	137,367.00 USD / 1 Each	137,367.00 USD
		List Price	137,367.00 USD / 1 Each		137,367.00 USD
PT-3000. 3 000 lb. trailer mounted Puller/Tensioner with diesel engine, electric trailer brakes, operator's protective screen & seat, (3) hydraulic jacks, 16" hydraulic payout brake with electric controls, standard overhead/underground hydraulic levelwind, wheel chocks with holders, direct drive (no chain and no sprocket), fail safe breaking (spring applied/hydraulic release). Steel drum with vinyl drum cover, 7 pin trailer plug					
INCLUDED OPTIONS: Spider Levelwind & Spider Rewind (\$7,350) 5/8" x 6,000' Uniline Rope with grip and swivel (\$11,209)					
30	701245	SUB TONGS LIFTING ASSY FOR RCR-60	1 Each	1,680.00 USD / 1 Each	1,680.00 USD
		List Price	1,680.00 USD / 1 Each		1,680.00 USD
40	604196	SUB REEL RCR-60 BREAKAWAY 60" OD DRUM	1 Each	8,400.00 USD / 1 Each	8,400.00 USD
		List Price	8,400.00 USD / 1 Each		8,400.00 USD

Total Item Net Value 147,447.00 USD
Total 147,447.00 USD

Payment Terms: 30 days net
Incoterms: FOB Origin, -

Sherman & Reilly, Inc.
400 West 33rd Street
Chattanooga, TN 37410 USA
www.sherman-reilly.com



400 West 33rd Street • Chattanooga, TN 37410
 p | 800.251.7780 • 423-756-5300 f | 423-756-2948
 w | sherman-reilly.com

QUOTATION

Quotation To:
 City of Lehi
 Attn: Ken Bringhurst
 153 N 100 E
 Lehi, UT
 Phone: 801-616-7560
 Fax:
 Email: kbringhurst@lehi-ut.gov

Quotation Date: July 8, 2020
 Quotation # 6900-1
 Customer ID:
 Quotation valid until: October 6, 2020

Prepared by:

Quoted Products/Services

(signature)				
BASE UNIT	UOM	Qty.	Price/Unit	Ext. Price
PT-3000 (608671); 3,000 lb. trailer mounted Puller/Tensioner with diesel engine, electric trailer brakes, operator's protective screen & seat, (3) hydraulic jacks, 16" hydraulic payout brake with electric controls, , standard overhead/underground hydraulic levelwind, wheel chocks with holders, direct drive (no chain and no sprocket), fail safe breaking (spring applied/hydraulic release)	EA	1	124,643.00	124,643.00
Steel Drum.				-
AVAILABLE OPTIONS:				
5/8" x 6,000' Uniline Pulling Rope w/Grip and Swivel	EA	1	11,770.00	11,770.00
Spider Levelwind & Rewind	EA	1	7,718.00	7,718.00
UG Attachment, manual	EA	1	2,995.00	2,995.00
Trailer Plug - 7 pin, unless otherwise specified	EA	1	100.00	100.00
*2021 Budgetary Pricing.				-

Prices are FOB Origin, freight prepaid and added to the invoice.

Payment Terms are Net 30 days with approved credit

Standard Terms & Conditions apply unless otherwise noted:

Expected ship date will be communicated with/by S&R's order confirmation.

Standard Shipping Interval is 90 - 120 Days After Receipt of Order

QUOTE FORM 6-29-11 v.4



5301 Shreveport-Blanchard Highway
Shreveport, Louisiana, 71107
Telephone 800-825-2402 – Fax 318-929-4853
Website: www.tse-international.com

Proposal# Q072220JAM01
Date: 07/22/2020
Valid to: 08/22/2020

Douglas Taylor
City of Lehi
560 West Glen Carter Drive
Lehi, Utah 84043

Dear Mr. Taylor,

TSE is pleased to offer the following equipment for your review:

1.0 1 ea. **TSE MODEL DPT30B TRAILER MOUNTED
PULLER/TENSIONER**

BASIC UNIT DESCRIPTION

Performance

- * Continuous torque rating of 52,000 in.-lbs., intermittent rating of 60,000 in.-lbs.
- * Continuous line pull rating of 3,000 lbs. with 6,000 ft. of 5/8" rope on the reel.
- * Continuous line pull rating of 6,800 lbs. with 1,500 ft. of 3/8" wire rope on the reel
- * 0-2.5 M.P.H. pulling speed with infinite speed control.
- * Pulling and tensioning operations are completely hydraulic controlled.

Reel Capacity

- * Maximum reel diameter capacity is 72 in.
- * Maximum reel width capacity is 54 in.
- * Maximum Reel weight is 6,000 lbs.

Reel Shaft

- * The reel shaft is 2-5/8 inches in diameter.
- * Equipped with a reel drive arm with 2 adjustable drive pins, a clamp type locking collar and lifting loops.
- * The reel shaft is mounted on replaceable full circle bronze sleeve bearings with grease fittings for smooth operation and long life.
- * The reel shaft is designed for quick reel change. The reel and shaft are lifted straight up with no side shift required to remove the assembly. No tools or adjustments to the hydraulic drive system or over spin brake are required. 16" brake disc with manual caliper for overspin.

Hydraulic Reel Drive

- * The reel drive incorporates a spring applied-hydraulic released holding brake rated at 150% of the maximum rated torque. The brake applies automatically in the event of loss of hydraulic pressure or engine shutdown.
- * Piston type hydraulic motor.
- * Manual holding brake control.
- * Fully hydrostatic drive system with infinite speed and tension control.
- * Hydraulic oil cooler to ensure uniform heat dissipation and add to hydraulic component life.
- * 25-gallon hydraulic reservoir with oil level and temperature gauge.
- * The reel drive is equipped with disconnect pin which will allow the reel to freewheel independently of the hydraulic drive system.

Control Console

- * A permanently engraved panel is positioned in the center of the trailer's tongue for optimum operator visibility and safety. It includes:
 - Hydraulic pressure gauge.
 - Reel direction and speed controller. Includes a positive stop between Pull in and Pay out setting.
 - Adjustable line pull/tension controller.
 - Reel holding brake controller.
 - Levelwind direction controller.
 - Line pull chart for estimating line pull or tension.
- * Operator's welded wire protective screen.
- * Deluxe, padded operator's seat with horizontal and vertical adjustments.

Engine

- * 35 H.P. water-cooled diesel engine with 12-volt electric starter, keyed ignition, throttle, ammeter, and oil pressure indicators.
- * 19-gallon fuel tank with level gauge.
- * Lockable steel battery box.

Trailer and Undercarriage

- * Tandem axle set with 12,000 lbs. capacity (13,200 GVWR), spring leaf type with electric brakes and a break away switch.
- * Two break away safety chains with hooks.
- * Four ST 235/80R16 tires each having a capacity of 3000 lbs.
- * LED highway lighting with a dual tail light system, one for turn light and one for brake light.
- * Hydraulic Post-type overhead levelwind with swing away roller.
- * Reflective tape as required by NHTSA.
- * Hydraulic tongue jack operated at jack.
- * Heavy-duty crank type rear jacks.
- * 3" pintle hitch adjustable to 4 height positions using pin type connections which do not require tools for adjustment.
- * The trailer frame and tongue is constructed of tubular steel and is fully welded.
- * Heavy-duty checker plate fenders with mud flaps.

- * The unit is sandblasted, primed and painted with two coats of polyurethane finish paint.

Change In Specification:

Design and improvement of TSE's products is a continuous process; we therefore reserve the right to make design improvements differing from this specification after receipt of an order, however, any major changes will be confirmed in writing. Because of our continuous improvement efforts there is also no guarantee by TSE that the equipment quoted in this specification will be identical to any equipment supplied on previous orders even if the model number is the same.

Unit Price Each\$ 96,459.00

AVAILABLE OPTIONS

- | | | |
|-----|-------|--|
| 1.1 | 1 ea. | Model 4440 steel overhead pulling reel with 44" diameter, 40" between flanges and 13" core. The reel has rolled flanges for maximum rope protection.
Price Each \$6,781.00 |
| 1.2 | 1 ea. | Model 6030 Breakaway reel.
Price Each \$10,357.00 |
| 1.2 | 1 ea. | 6,000 ft. of 5/8 in. diameter TSE Superline pulling rope (eyes on each end) having a Breaking strength of 18,500 lbs. installed under tension.
Price Each \$5,373.00 |
| 1.3 | 1 ea. | TSE Pulling Grip installed on the pulling rope.
Price Each \$428.00 |
| 1.4 | 1 ea. | TSE-Model SW-13L (5,000 lb. swivel)
Price Each \$209.00 |

F.O.B.: Shreveport, LA

Delivery: 8 - 10 Weeks after receipt of order

Subject to change due to production schedule at time of order.

Terms: TBA; once credit is reviewed, quote will be updated with proper terms

If we can assist you in any way, please let us know.

Sincerely,

Justin May

CC: Scott Tighe, TSE Territory Account Manager



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

THIS ORDER
NUMBER
MUST APPEAR
ON YOUR
INVOICE
6738

ISSUED TO: 592001
C & L WATER SOLUTIONS, INC.
12249 MEAD WAY

LITTLETON CO 80125

SHIP TO: SEWER
2538 NORTH 300 WEST
LEHI UT 84043

DEPARTMENT: LEHI CITY CORPORATION

PURCHASE ORDER DATE: 11/05/2020

<u>REQ #</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	<u>GL ACCOUNT</u>
0	1.00	Jordan Willows Pipe Reline Project	429,195.00	429,195.00	52-50-10-002

TOTAL 429,195.00

Authorized By:

Department Head

Mayor or City Administrator

City Council Approval Date *

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

LEHI CITY PURCHASE REQUISITION REQUEST

Supplier

Name	C&L Water Solutions		
Street	12249 Mead Way		
City	Littleton	State	Colorado
Zip	80125	Telephone	801-791-2074

Vendor _____

Date November 4, 2020

Wastewater

52-50-10-002

Dean Lundell

Requesting Department

Department Account Numbers

Department Head Signature

[illegible][illegible]

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

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Brittney Harris

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Matheny Annexation

a. Public Hearing

b. Consideration of Ordinance #60-2020, approval of the Matheny Annexation on 1.34-acres of property located at approximately 2250 North 1500 East, with RA-1 zoning.

c. Consideration of Resolution #2020-74, approval of the Matheny Annexation Agreement.

Suggested Action:

Attachments:

[CC Staff Report Matheny Annexation 11.10.2020.docx](#)

[Matheny Annexation DRC 09.02.2020.docx](#)

[Ord 60-2020.docx](#)

[Res 2020-74.docx](#)

[Matheny Annex Agreement 11.10.2020.docx](#)

[Matheny Annexation narrative.pdf](#)

[Matheny Annexation Plat.pdf](#)

[Matheny Annexation- aerial.pdf](#)

[Matheny Annexation- general plan.pdf](#)

[Matheny Annexation- zoning.pdf](#)

MATHENY ANNEXATION CITY COUNCIL REPORT

Applicant	Jason Matheny		
Meeting Date	November 10, 2020		
Requested Action/Purpose	Approval of a proposed annexation		
Location	Approximately 2250 North 1500 East		
Requested Zoning	RA-1		
General Plan Land Use Designation	VLDR		
Acreage	1.34 acres		
Existing Land Use	Agriculture (barn and pasture)		
Adjacent Zoning and Land Use	<i>North</i>	R-1-15	Single Family Homes
	<i>South</i>	Unincorporated	Undeveloped
	<i>East</i>	Highland	Single Family Homes
	<i>West</i>	Unincorporated	Agriculture
Date of DRC Review	September 2, 2020		
Date of City Council Acceptance	September 22, 2020		
Date of Planning Commission Review	October 8, 2020		
Assigned Planner	Brittney Harris		

REQUIRED ACTION

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

REPORT ANALYSIS

The applicant requests approval of the proposed annexation and RA-1 zoning on the Matheny property located at approximately 2250 North 1500 East. This annexation previously received approval on the Resolution of Intent to Annex by the City Council on September 22, 2020 and a positive recommendation on the RA-1 zoning from the Planning Commission on October 8, 2020.

The General Plan designates this property as Very Low Density Residential (VLDR). The proposed RA-1 zoning is consistent with this General Plan Land Use designation. The property touches an R-1-15 zone to the north. Both these zones have the same maximum density of 2.5 dwelling units per acre.

Water dedication will be required at a rate of 1.13-acre feet per acre for the culinary and 2.56 acre feet per acre for the irrigation. This water dedication will take place prior to recording the plat.

The DRC reviewed the proposed annexation and had no critical issue comments. They had several general comments which mainly serve the purpose of providing information to the applicant. These included:

1. Culinary water cannot be used for outside or livestock watering
2. Irrigation water may only be used for the parcel within Lehi City boundary
3. A sewer main extension will be required if or when a home is ever built on this lot.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the Matheny annexation. This recommendation is based on the following findings:

1. The proposed annexation location is within the agreed upon Lehi boundary and has a land use designation on the General Plan Land Use Map.
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 by the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed annexation on October 8, 2020. The minutes and motion from this meeting are as follows:

2.3) Public hearing and recommendation of Jason Matheny's request for review of RA-1 (residential/agriculture) zoning on the Matheny Annexation, 1.34-acres of property located at approximately 2250 North 1500 East.

Motion: Commissioner Peterson moved to forward a positive recommendation of Jason Matheny's request for review of RA-1 (residential/agriculture) zoning on the Matheny Annexation, 1.34-acres of property located at approximately 2250 North 1500 East; including all DRC comments and findings stated in the report. Commissioner Bunker seconded.

Vote: Commissioner Everett, yes; Commissioner Peterson, yes; Commissioner Hereth, yes; Commissioner Nielsen, yes; Commissioner Bunker, yes; Commissioner Ellis, yes; Commissioner Eyre, yes. Motion passed with all in favor.

**Matheny Annexation
DRC Redline Comments**

Jason Matheny- requests review of the Matheny Annexation by petition, annexing 1.34 acres located at approximately 2250 North 1500 East 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: None due to covid-19

Date of Plans Reviewed: **08/24/2020**

Time Start: n/a

Time End: n/a

DRC REPORT:

1. Critical Issues:

2. Location of existing and proposed City facilities

- a) A 12" culinary waterline is located in the west side of the property
- A 14" pressure irrigation line is located in the west side of the property
- An 8" sewer line is located north of the property in 1450 East
- No storm drain is adjacent to the property
- No master planned streets

3. Zoning required or recommended

- a) Applicant requests RA-1 zoning which is consistent with the General Plan Land Use for this area

4. Distances to schools/parks/shopping

- a) School
 - a. Freedom Elementary School (Highland)
 - i. 4 min
 - b. Lehi Junior High School
 - i. 6 min
 - c. Skyridge High School
 - i. 7 min
- b) Park
 - a. Summercrest Park
 - i. 3 min
- c) Shopping
 - a. Center Pointe Shopping Center
 - i. 7 min

5. Transportation

- a) 1200 East

DRC GENERAL COMMENTS:

- 1. Culinary water cannot be used for outside or livestock watering
- 2. Irrigation water may only be used for the parcel within Lehi City boundary
- 3. 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 RA-1 Zone. The amount of culinary water is 1.13acre feet per acre and irrigation water is 2.56 acre feet per acre.
- 4. A Mylar copy of the annexation plat is required prior to scheduling the annexation for final City Council approval.
- 5. 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.
- 6. A sewer main extension will be required if or when a home is ever built on this lot.
- 7. How are services provided to annexation as described with no street frontage?

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 CITY COUNCIL ON SEPTEMBER 22nd

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: 60-2020

AN ORDINANCE APPROVING THE MATHENY LEHI ANNEXATION

WHEREAS, the Lehi City Council has adopted a resolution of intent to annex real property known as the “Matheny Lehi Annexation”, located at approximately 2250 North 1500 East 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 10th day of November 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 Matheny Lehi 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 RA-1 zoning 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 10th day of November 2020.

ATTEST

MARK JOHNSON, Mayor

Teisha Wilson, City Recorder

EXHIBIT "A"

Matheny Lehi Annexation Legal Description

A portion of the NW1/4 of Section 3, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the Southerly Corporate Limits of Lehi City as described in the GUNNISON VALLEY ANNEXATION PLAT, recorded July 12, 2010 as Entry No. 57642:2010 of the Official Records of Utah County and the proposed Westerly Corporate Limits of Highland City as described in the proposed MATHENY ADDITION PLAT, located S89°54'28"W along the Section line 1,296.06 feet and South 1,667.63 feet from the North 1/4 Corner of Section 3, T5S, R1E, SLB&M; thence along said corporate limits of Highland City the following three (3) courses: 1) S00°48'00"E 139.36 feet; 2) N89°12'00"E 3.52 feet to the Westerly line of HIGHLAND ANNEXATION NO. 2, according to the Official Plat thereof recorded January 10, 1978 as Entry No. 1117:1978 of the Official Records of Utah County; 3) S00°53'52"E 161.46 feet; thence N89°51'43"W 31.94 feet; thence North 5.23 feet; thence S89°40'18"W 158.58 feet; thence N00°00'11"W 328.87 feet to the Southerly Corporate Limits of Lehi City as described in the LAIRD EAST ANNEXATION, recorded February 17, 2006 as Entry No. 19682:2006 in the Office of the Utah County Recorder; thence along said corporate limits the following four (4) courses: 1) S89°28'54"E 27.90 feet to the Northwest Corner of said GUNNISON VALLEY ANNEXATION PLAT; 2) South 10.88 feet; 3) S86°12'05"E 76.49 feet; 4) S78°13'28"E 79.99 feet to the point of beginning.

Contains: 58,327 square feet or 1.34 acres+/-



RESOLUTION NO. 2020-74

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING AN ANNEXATION AGREEMENT WITH THE OWNERS OF THE PROPERTY THAT IS THE SUBJECT OF THE MATHENY ANNEXATION

WHEREAS, the owners desire to annex certain property located at 2250 North 1500 East to the City of Lehi which property is further described on Exhibit “A” of the Annexation Agreement 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; and

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; and

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; and

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve an Annexation Agreement with the owners of the property that is the subject of the Matheny Annexation; 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 Matheny Annexation 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 10th day of November, 2020.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

MATHENY
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 **RA-1 Residential/Agricultural** 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 1.13 acre feet per acre of culinary water for a total of 1.31 acre feet of culinary; and 2.56 acre feet per acre of irrigation water for a total of 3.43 acre feet of irrigation. 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

A portion of the NW1/4 of Section 3, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the Southerly Corporate Limits of Lehi City as described in the GUNNISON VALLEY ANNEXATION PLAT, recorded July 12, 2010 as Entry No. 57642:2010 of the Official Records of Utah County and the proposed Westerly Corporate Limits of Highland City as described in the proposed MATHENY ADDITION PLAT, located S89°54'28"W along the Section line 1,296.06 feet and South 1,667.63 feet from the North 1/4 Corner of Section 3, T5S, R1E, SLB&M; thence along said corporate limits of Highland City the following three (3) courses: 1) S00°48'00"E 139.36 feet; 2) N89°12'00"E 3.52 feet to the Westerly line of HIGHLAND ANNEXATION NO. 2, according to the Official Plat thereof recorded January 10, 1978 as Entry No. 1117:1978 of the Official Records of Utah County; 3) S00°53'52"E 161.46 feet; thence N89°51'43"W 31.94 feet; thence North 5.23 feet; thence S89°40'18"W 158.58 feet; thence N00°00'11"W 328.87 feet to the Southerly Corporate Limits of Lehi City as described in the LAIRD EAST ANNEXATION, recorded February 17, 2006 as Entry No. 19682:2006 in the Office of the Utah County Recorder; thence along said corporate limits the following four (4) courses: 1) S89°28'54"E 27.90 feet to the Northwest Corner of said GUNNISON VALLEY ANNEXATION PLAT; 2) South 10.88 feet; 3) S86°12'05"E 76.49 feet; 4) S78°13'28"E 79.99 feet to the point of beginning.

Contains: 58,327 square feet or 1.34 acres+/-

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. **Non-irrigation Company Shares.** 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

JASON MATHENY

10147 N 6960 W HIGHLAND, UT 84003

August 24, 2020

Matheny Lehi Annexation

For the Matheny Lehi Annexation, (the property parcel id is 12:010:0128, owner is listed as JAM10, LLC and is about 1450 E 2200 N), the purpose of the annexation is to secure culinary and irrigation water.

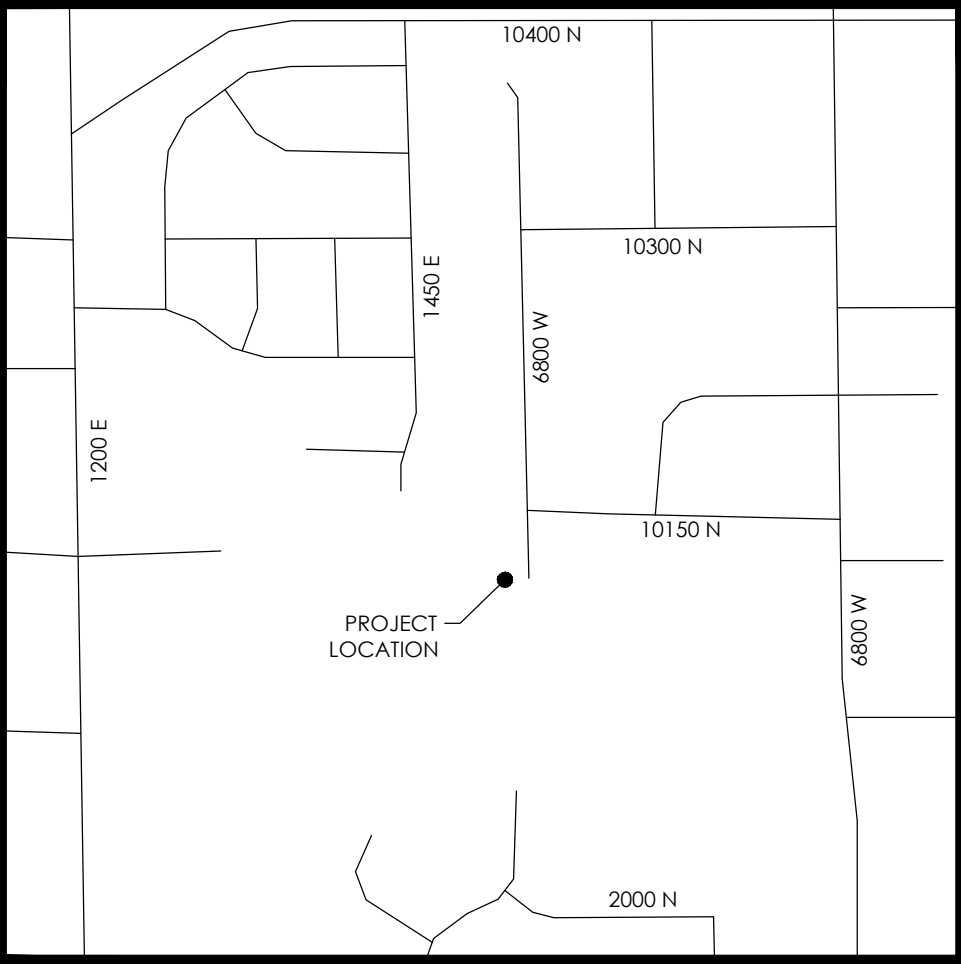
The current topography is flat. There is one small open barn for sheep and goats. Part of the property is irrigated pasture and the rest is empty. Nothing noteworthy about the property to be annexed.

The existing land use has a few goats and chicken on it, with a small pasture. The immediate land use after will be the same except that we will pasture the rest of the property in the next few years.

There are no current plans to develop the property beyond the existing small animal, agriculture. If developed, three residential lots could be created and developed. I believe that this proposed annexation is in line with Lehi City current development plans for the area/ location.

The current needs are irrigation and culinary water. Irrigation for the existing pasture, landscape and potential expanding of additional pasture. Culinary water will be for a few goats, sheep and chickens on the propert. The property is adjacent to residential area. There will be minimal need for additional services for fire and police protection. There will be no human inhabitants in the foreseeable future, so other city services such as parks and recreation will not be required. No waste or sewage is required until future home development is done.

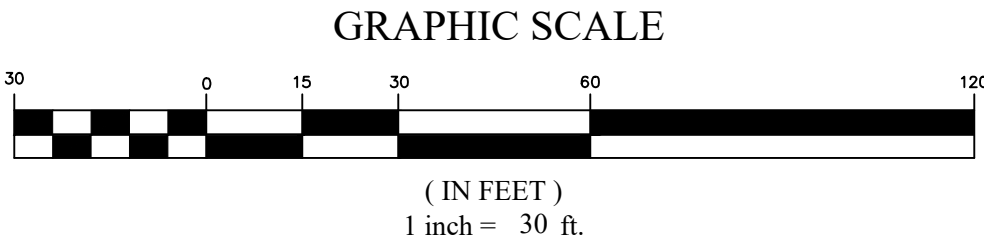
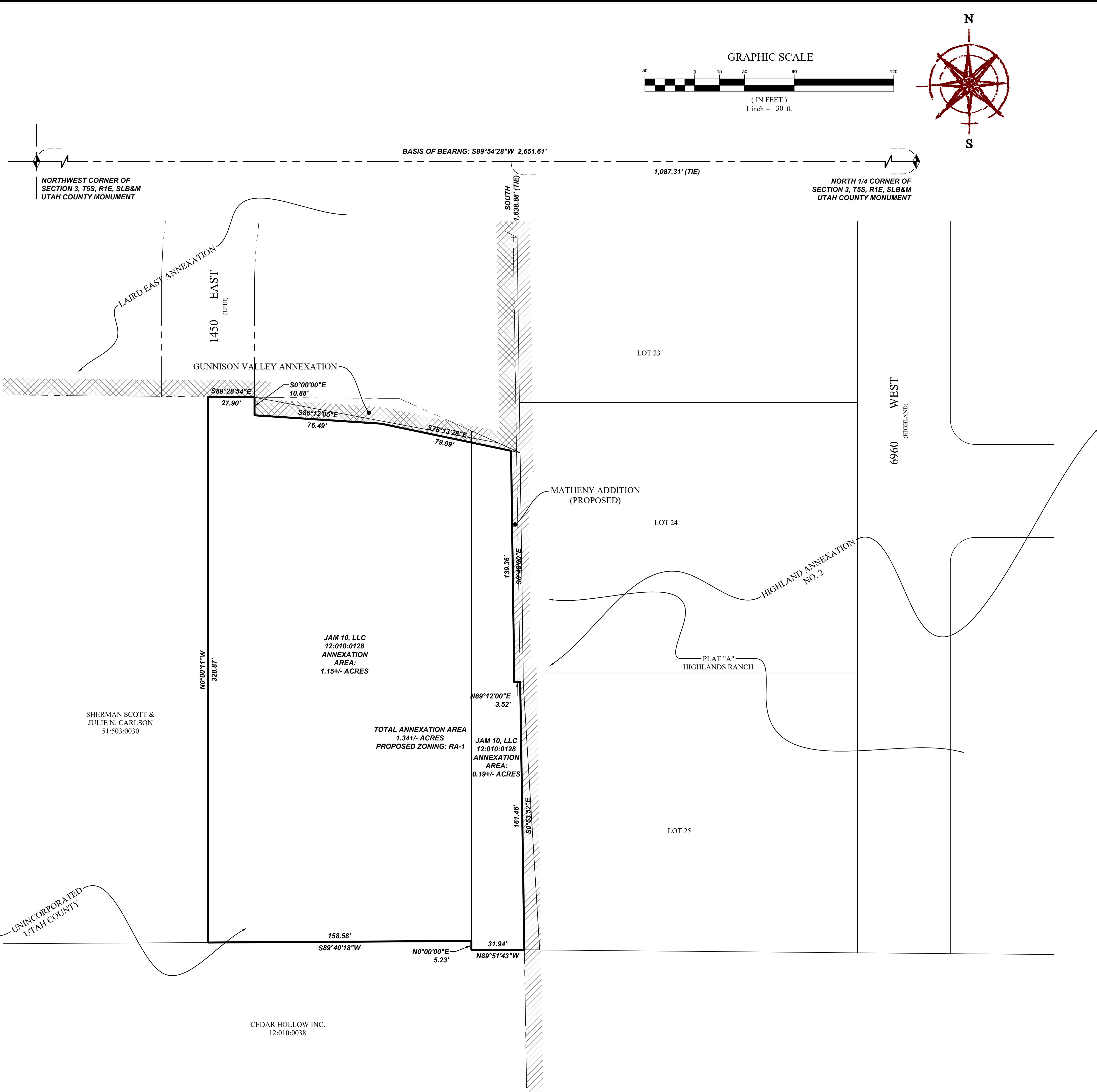
I am working with Lehi City to secure necessary irrigation and culinary water for the property and plan to do both the annexation and water rights in tandem.



VICINITY MAP
N.T.S

LEGEND

- SECTION LINE
- PARCEL LINES
- PROPOSED ANNEXATION
- CURRENT ANNEXATIONS
- SECTION MONUMENT (FOUND)
- CORPORATE LIMITS OF HIGHLAND CITY
- CORPORATE LIMITS OF LEHI CITY



SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify that this Plat is a true and accurate map of the tract of land to be annexed into Lehi City, Utah, County of Utah.

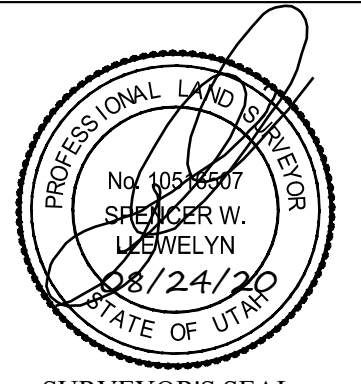
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Contains: 58,327 square feet or 1.34 acres+/-

SPENCER W. LLEWELLYN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 10516507
08/24/2020
DATE



ACCEPTANCE BY COUNTY SURVEYOR

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.

COUNTY 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 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 MATHENY LEHI ANNEXATION.

DATED THIS _____ DAY OF _____, 20____

MAYOR

ATTEST: _____
RECORDER

RECORDER'S SEAL

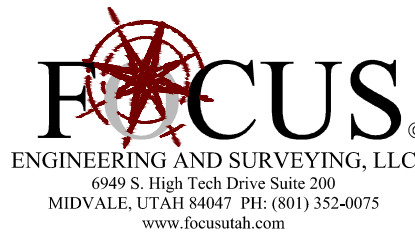
FINAL LOCAL ENTITY PLAT

**MATHENY LEHI
ANNEXATION**

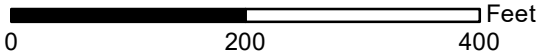
LOCATED IN THE NW1/4 OF SECTION 3,
T5S, R1E, SLB&M
LEHI CITY, UTAH COUNTY, STATE OF UTAH

SCALE: 1" = 30'

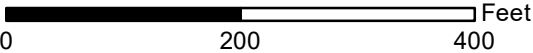
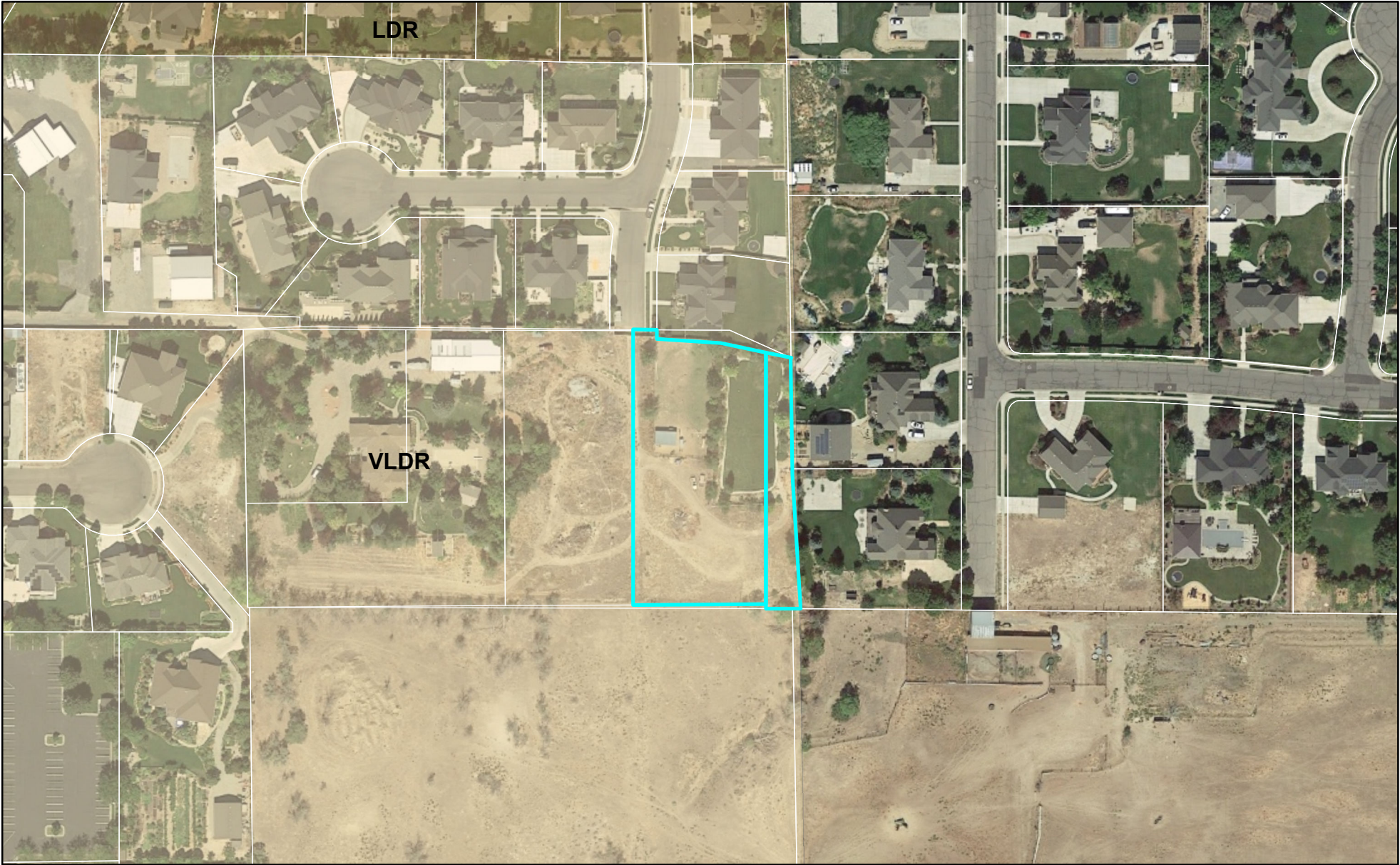
PLAT PREPARED BY



Matheny Annexation
Aerial

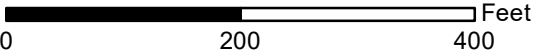
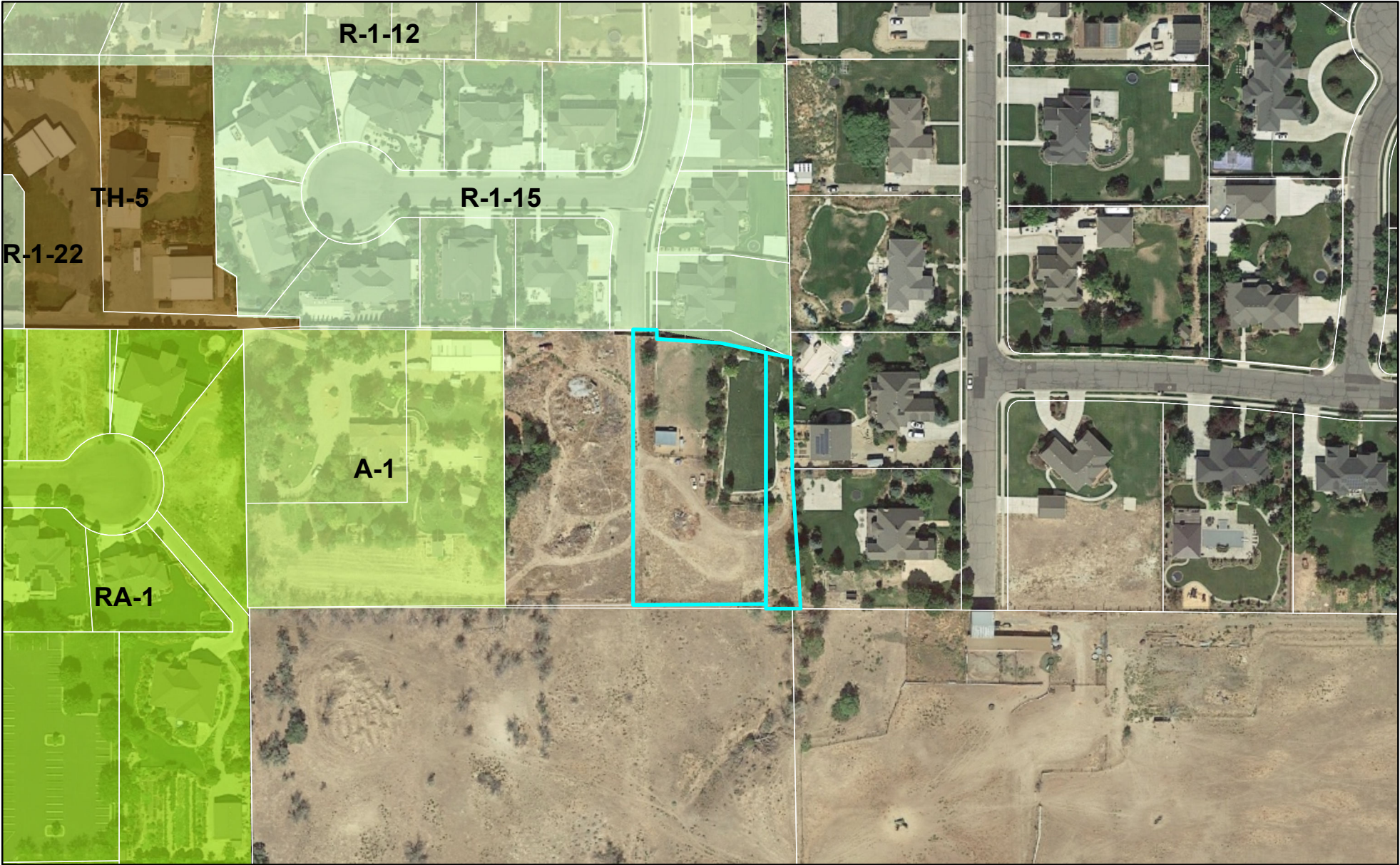


Matheny Annexation
General Plan



Matheny Annexation

Zoning



City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Brittney Harris

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #61-2020, a Development Code Amendment to Chapter 39 and the Table of Uses 05.030.B, amending the definition of Dog Care Facility.

Suggested Action:

Attachments:

[CC Staff Report Meadows Dev Code Amendment 11.10.20.docx](#)

[Ord 61-2020.docx](#)

[Meadows Development Code DRC 10.07.2020.docx](#)

[Meadows Development Code Amendment DRC.pdf](#)

MEADOWS DEVELOPMENT CODE AMENDMENT CITY COUNCIL REPORT

Applicant	Billy Meadows
Meeting Date	November 10, 2020
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Date of DRC Review	October 7, 2020
Date of Planning Commission Review	October 22, 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 requests approval of the proposed Development Code amendments to Chapter 39 Definitions, and Table 05.030.C Commercial Table of Uses to allow for larger breed dogs in dog care facilities.

City Council unanimously approved a similar amendment on March 31, 2020, that allowed for Small Breed Dog Care Facilities. The applicant wishes to expand the definition to include all dog breeds. The proposed amendment includes clarification that all dog care facilities must have a current kennel permit and would expand this as a conditional use in the Business Park Zone. The DRC also recommended including the use in the Neighborhood Commercial Zone. The Planning Commission disagreed with the recommendation.

City Staff forwarded this application to Tyler Peterson, Animal Control Officer, for review. He did not have any concerns with the application.

The proposed amendment will eliminate the current limitation based on dog breed size. Different concerns may arise for different dog breeds or care facilities. The proposed amendment will still require all dog care facilities to obtain a conditional use permit. This will allow City Staff and the Planning Commission to review all proposed dog care

facilities and impose any reasonable conditions to the approval to protect the health, safety and welfare of Lehi residents. Furthermore, the Lehi City Kennel Permit includes many strict requirements to protect the dogs.

The Development Review Committee reviewed this proposed amendment and had two redline comments:

1. On the table of uses, make sure the "Dog Care Facility" is put in alphabetical order.
2. Recommend including the Dog Care Facility Use in the NC zone.

Please consider including both comments in your motion.

PLANNING DIVISION RECOMMENDATION

Planning Division staff recommends **APPROVAL** of the proposed amendments of the Development Code to Chapter 39 and Table 05.030B. This recommendation is based on the following findings:

1. The proposed amendment removes limitations on dog breeds by expanding the current conditional use Dog Care Facilities to include larger breed dogs.
2. The proposed amendment has provisions to ensure the health, safety and welfare of both residents and dogs.
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 October 22, 2020. The motion and vote from this meeting follow.

2.2) Public hearing and recommendation of Billy Meadows' request for review of a Development Code Amendment, to Chapter 39 and the Table of Uses 05.030.B, amending the definition of Dog Care Facility.

Motion: Commissioner Peterson moved to forward a positive recommendation of Billy Meadows' request for review of a Development Code Amendment, to Chapter 39 and the Table of Uses 05.030.B, amending the definition of Dog Care Facility; including all DRC comments with the exception of Kim's neighborhood commercial zone and findings stated in the report. Commissioner Nielsen seconded.

Vote: Commissioner Peterson, yes; Commissioner Nielsen, yes; Commissioner Hemmert, yes; Commissioner Hereth, yes; Commissioner Everett, yes; Commissioner Ellis, yes; Commissioner Bunker, yes. Motion passed with all in favor.



ORDINANCE NO: 61-2020

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT
CODE, CHAPTER 39 AND TABLE 05.030.C**

WHEREAS, it has become necessary to amend Chapter 39 and Table 05.030.C of the Lehi City Development Code, updating regulations governing dog care facilities; and

WHEREAS, this amendment seeks to remove dog size requirements from the dog care facility definition and include the use in the Business Park zone; and

WHEREAS, following a public hearing on October 22, 2020, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on November 10, 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 October 22, 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 39 and Table 5.030.C of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

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

PART I:

Chapter 39 and Table 05.030.C of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance 61-2020 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 10th day of November 2020.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

**Meadows Development Code Amendment
DRC Redline Comments**

Billy Meadows- requests review of a Development Code Amendment, in Chapter 39 and the Table of Uses 05.030.B, amending the definition of Dog Care Facility.

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: 09/23/2020

Time Start: n/a

Time End: n/a

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. On the table of uses, make sure the "Dog Care Facility" is put in alphabetical order.
2. Recommend including the Dog Care Facility Use in the NC zone.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION AFTER REVIEW BY TYLER

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.

Political Sign - A temporary sign used in connection with a local, state or national election or referendum.

Roof Sign - Any sign erected over or on the roof of a building.

Snipe Sign - A temporary sign or poster affixed to a tree, fence, etc.

Temporary Sign - A sign not constructed or intended for long-term use.

Wall Sign - A sign attached essentially parallel to and extending not more than eight (8) inches from the wall of a building with no copy on the sides or edges. This definition includes sign painted directly on the wall of a building.

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 over-night 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 **and maintain a current Kennel Permit at all times.**

Storage, Mini - A facility providing storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

Story - That portion of any building included between the surface of any floor and the surface of the next floor or ceiling above it, or any portion of a building elevation in which 50% or more of the height (as measured from top of finished floor to top of foundation) is above finished grade.

Street - The land dedicated to, or established by, use as a public thoroughfare, or a public or private thoroughfare, which affords principal means of access to abutting property.

Structure - A combination of materials to form a construction for use, installed on, above, or below the surface of land or water including a walled and roofed

building, as well as a manufactured home on a permanent foundation. The term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

Subdivide - The act or process of creating a subdivision.

Subdivider - Any person who (1) having an interest in land, causes it, directly or indirectly, to be divided into a subdivision or who (2) directly or indirectly, sells, leases, or develops, or offers to sell, lease, or develop, or advertises to sell, lease, or develop, any interest, lot, parcel site, unit, or plat in a subdivision, or, who (3) engages directly or through an agent in the business of selling, leasing, developing, or offering for sale, lease, or development a subdivision or any interest, lot, parcel site, unit or plat in a subdivision, and who (4) is directly or indirectly controlled by, or under direct or indirect common control with any of the foregoing.

Subdivision - Any land, vacant or improved, which is divided or proposed to be divided or re-subdivided into two (2) or more lots, parcels, sites, units, plots, condominiums, tracts or other division for the purpose of offer, sale, lease or development whether immediate or future, either on the installment plan or upon any and all other plans, terms, and conditions. Subdivision includes the division or development of land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. Subdivision includes re-subdivision and condominium creation or conversion.

Subdivision Plat - The final map or drawing, described in this Code, of a plan of subdivision to be presented to the City for approval and when approved, may be submitted to the Utah County Recorder for filing.

Tandem Parking - The parking of one vehicle behind another.

Temporary - Not to exceed a period of one (1) year.

Theater - An establishment primarily engaged in the presentation of plays, motion pictures, or other dramatic performances.

Tobacco Products Shop - Also commonly referred

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			
Dog Care Facility		C	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.

Our Story

Unleashed Dog Hotel has been offering boarding, daycare, and grooming services to our canine companions for almost six years in Murray, UT. We opened with the mission to provide a superior experience for dogs and since opening have been voted Best Pet Daycare by Salt Lake City Magazine multiple times. Our upscale facility offers an unmatched experience at an affordable price. We spare no expense in creating the ideal environment for the dogs that stay with us, from luxury suites to spacious play areas covered with a specially engineered K-9 grass. Our services are “cage free” and are created with the comfort of the dogs that stay with us in mind.

In addition to building a resilient, successful business beloved by our clients, we are continually looking to give back to the community by offering discounts to essential workers and first responders as well as free and discounted services to local rescues and the dogs they save. We do this on an ongoing, monthly basis and have provided tens of thousands of dollars in free and discounted services for these groups in the Salt Lake area and hope to continue these same efforts in Lehi.

Our Compliance

Currently, we are looking to expand our operations and believe there is a great demand for our services in Lehi. We currently have over 100 Lehi residents as customers and receive regular requests for us to bring our services to Lehi. As recently as last month, we received a request for a franchise in Lehi. Additionally, with ownership residing in Lehi, it seemed a natural next step in our growth. We love Lehi and it embodies the type of city we wish to serve; a rich, family oriented small-town community feel as well as welcoming the rapidly growing population of tech professionals joining this beautiful community. Unleashed will provide a much-needed service to all dog owners who are away from home during the day, have limited yard space, and/or have need of care while traveling.

As we have explored expanding to Lehi, we discovered that our facility is not expressly allowed by Lehi’s development code and in order for us to serve the community and its needs we request a small amendment to ensure we are in compliance. We believe this amendment is in line with Lehi’s current definitions for pet care services. Chapter 39 lists Kennel, Pet Grooming Facility, Agriculture (Livestock), Corral, Pen, Pasture and Veterinary Office, and Small Breed Dog Care Facility as similar descriptions of what Unleashed is. We believe that with a minor amendment to the Small Breed Dog Care Facility, we will be in compliance with Lehi’s development code. The proposed definition of Dog Care Facility addresses and covers the unique purpose of Unleashed Dog Hotel and remains consistent with Lehi’s General Plan.

Our current operation in Murray is located in a MU (Mixed Use) zone. We believe we can operate in similar zones in Lehi without disruption to Lehi’s goals. Our operation may seem to raise concerns on paper, but in practice, we are excellent members of the community. We have always been conscious of how our operations affect our neighbors, especially regarding concerns about noise. In Murray, the majority of our operations are indoors. It would be no different in Lehi. Given our operations are primarily indoors, it is unlikely that our noise level will extend beyond the walls of our facility. Our current neighbors in Murray have never complained about noise and we expect to provide the same serenity to any new neighbors. If additional concerns arise, we would gladly work to address and correct them for the good of our community as a whole.

Thank you for your consideration.

6-4C-4: KENNEL PERMIT:

- A. Permit Required: No person shall own or operate a kennel for which a kennel permit has not been issued.
- B. Application: An application for a kennel permit must be completed and submitted to police department. Once an application is received by the police department, an inspection of the kennel for compliance with the requirements will be conducted. Upon approval of the inspection and application, a kennel permit will be issued.
- C. Term Of Permit: Kennel permits are good for one year from the date of issue.
- D. Random Inspections; Records Maintained: Kennels with permits are subject to random unannounced inspections throughout the duration of the kennel permit. Any person operating a kennel shall permit police department staff and/or their assignees access to all parts of the establishment. Any operator of a kennel shall keep available for inspection upon request by the police department:
1. The name, address and telephone number of the owner of each animal kept at the kennel;
 2. Dog license and rabies vaccination records of every dog kept at the kennel.
- E. Full Access Required; Deficiencies Corrected: When the supervising animal control officer arrives to inspect the facility, the owner and/or manager must give the officer full access to all areas where animals are kept. All animals must be shown to the officer, who may examine any animals that appear to be in poor health and may also require a veterinarian to so inspect. Owners, managers, caretakers or others who interfere with the officer's duties are in violation of the kennel permit requirements and the permit holder or applicant is therefor subject to denial or revocation of the permit. If the officer observes that the facility is not in full compliance with the kennel permit requirements, he or she will explain and document the deficiencies and will give the owner a deadline for correcting these deficiencies. The officer will return to reinspect the facility and if the deficiencies have not been corrected during the given time frame, the officer may revoke or deny the kennel permit.
- F. Revocation, Fines, Fees, Penalties: Kennels that are not in compliance with the city kennel permit requirements are subject to permit revocation and any applicable fines, fees and penalties.
- G. Conditional Use Permit Required: All kennel permit applications will only be approved upon receipt of proof and confirmation that the applicant has obtained a conditional use permit for a kennel from the planning and zoning department.
- H. Inoculation, Licensing Requirements Applicable: Animals maintained under a kennel permit are not exempt from proof of inoculation against rabies and/or dog licensing requirements.
- I. Applicability Of Other Laws: Animals maintained under a kennel permit are subject to all laws, ordinances, regulations and statutes that govern the ownership of animals.
- J. Reasons For Denial Or Revocation: A kennel permit may be denied or revoked by the police department for any of the following reasons:
1. Failure to comply with any provision of the kennel permit requirements;
 2. Conviction of the owner, or of any person subject to his or her direction or control, for a violation of any local, state or federal law, rule, order or regulation pertaining to any activity relating to the humane treatment of animals;
 3. Evidence that the owner, or any person subject to his or her direction or control, has received an animal control violation within the past twelve (12) months. Animal control violations include, but are not limited to, dog licensing (section 6-4C-1 of this article), nuisance animals (section 6-4A-6 of this chapter), dogs attacking persons and animals (section 6-4C-6 of this article), animals running at large (section 6-4A-4 of this chapter), and rabies vaccination required (section 6-4D-2 of this chapter);
 4. Furnishing false information on the application for a kennel permit.
- K. Disposal Of Animals Upon Revocation: The operator of any kennel whose permit is denied or revoked shall dispose of all animals in the kennel within ten (10) days after the denial or revocation, or surrender the animals to the police department or North Utah Valley Animal Shelter. Disposal shall be by sale, transfer to a licensed kennel, or humane disposal.
- L. Kennel Standards: Every kennel with a permit shall conform to the following standards:
1. Housing:
 - a. The kennel structure and floor shall be sound and maintained in good repair to protect animals from injury, to safely confine the animals kept therein, to prevent entry of other animals, and to allow each animal to stand, sit, lie, and turn about freely and comfortably.
 - b. Proper and healthy temperatures shall be maintained at all times for animals in the kennel.
 - c. Outdoor facilities shall provide protected shading and adequate shelter against cold, wind, precipitation and inclement weather.
 - d. Outdoor housing facilities shall maintain adequate ventilation to provide a fresh air supply and to minimize drafts, odors and moisture condensation.
 - e. Indoor housing facilities for animals must be sufficiently ventilated at all times when animals are present to provide for their health and well being, and to minimize odors, drafts, ammonia levels and moisture condensation. Ventilation must be provided by windows, vents, fans or air conditioning. Auxiliary ventilation, such as fans, blowers or air conditioning must be provided when the ambient temperature is eighty five degrees Fahrenheit (85°F) or higher.
 - f. Animal areas must provide a regular diurnal lighting cycle of either natural or artificial light. Lighting must provide sufficient illumination to aid in maintaining good housekeeping practices, adequate cleaning, adequate inspection of animals, and for the well

being of the animals.

g. The surfaces of housing facilities, including houses, dens, etc., must be constructed in a manner and made of materials that allow them to be readily cleaned and sanitized, must be maintained and cleaned on a regular basis, and must be removed or replaced when worn or soiled.

h. Hard surfaces with which the dogs or cats come in contact must be cleaned daily and sanitized to prevent accumulation of excreta and reduce disease hazards.

i. The floors and walls of indoor housing facilities, and any other surfaces in contact with the animals, must be impervious to moisture.

j. Metal barrels, cars, refrigerators or freezers, and the like, must not be used as shelter structures.

k. The floors of outdoor housing facilities may be of compacted earth, sand, gravel or similar approved material, and must be replaced if there are any prevalent odors, diseases, insects, ectoparasites, pests or vermin.

l. Outdoor facilities for animals must include one or more shelter structures for each animal in each outdoor enclosure, and that are large enough to allow each animal in the enclosure to sit, stand and lie in a normal manner, and to turn about freely.

m. All animals housed in the same primary enclosure must be compatible, as determined by observation.

n. No more than six (6) adult animals may be housed in the same primary enclosure.

o. Females in heat may not be housed in the same primary enclosure with sexually mature males, except for breeding.

p. Females with litters may not be housed in the same primary enclosure with other adult animals.

q. Animals under four (4) months of age may not be housed in the same primary enclosure with adult animals, other than the dam.

r. Animals with a vicious or aggressive disposition must not be housed with any other animals.

s. In all primary enclosures for cats and kittens, a receptacle containing a sufficient amount of clean litter must be provided to contain excreta and body wastes.

t. The following categories of dogs or cats must not be kept in outdoor facilities, unless that practice is specifically approved and documented by a licensed veterinarian:

(1) Dogs or cats that are not acclimated to the temperatures prevalent in the area or region where they are maintained;

(2) Breeds of dogs or cats that cannot tolerate the prevalent temperatures of the area without stress or discomfort (such as shorthaired breeds in cold climates);

(3) Sick, infirm, aged or young dogs or cats.

u. Animals may not be housed in the same primary enclosure with any other species of animals.

v. Animals that have or are suspected of having a contagious disease must be isolated from healthy animals.

w. The height of the primary enclosure must allow the tallest animal in the enclosure to stand on hind legs without touching the roof.

2. Food:

a. Storage of food and bedding materials shall be designed to prevent:

(1) Infestation by vermin;

(2) Build up of moisture;

(3) Contact with water;

(4) Contamination;

(5) Spoilage.

b. Food and bedding materials must be stored off the floor and away from the walls, to allow cleaning underneath and around them.

c. All open supplies of food and bedding must be kept in leakproof containers with tightly fitting lids to prevent contamination and spoilage.

d. Only food and bedding that is currently being used may be kept in the animal areas.

e. Foods requiring refrigeration must be stored accordingly, and all food must be stored in a manner that prevents contamination and deterioration of its nutritional value.

f. Animals must be fed at least once each day unless otherwise recommended and documented by a licensed veterinarian. The food must be uncontaminated, wholesome, palatable and of sufficient quantity and nutritive value to maintain the normal condition and weight of the animal. The diet must be appropriate for the individual animal's age and condition.

3. Water:

- a. The kennel shall have an adequate and potable water supply for all animals.
- b. Clean water shall be continuously available, unless otherwise recommended and documented by a licensed veterinarian.

4. Disposal/Sanitation:

- a. Disposal facilities, in addition to being operated so as to minimize vermin infestation, odors and disease hazards, shall comply with applicable federal, state and local laws and regulations relating to pollution control and the protection of the environment. Included is the removal and disposal of animal and food waste, bedding, dead animals, trash and debris.
- b. Animal waste shall be removed at least once daily and more often if necessary.
- c. Cleanup agents, disinfectants and water shall be available to animal caretakers and handlers.
- d. Drainage facilities shall be available to assure rapid elimination of excess water from indoor housing facilities. The design shall assure obstruction free flow and traps to prevent sewage backflow.
- e. Cages, rooms, hard surface pens and runs shall be sanitized at least once weekly to prevent disease. Animals shall be removed from the enclosure during the cleaning process and adequate care shall be taken to protect the animals in other enclosures. Before any animal new to the facility is introduced to empty enclosures that were previously occupied, such enclosures shall be sanitized.
- f. Floors made of dirt, sand, gravel or other similar approved material must be raked and cleaned daily and with sufficient frequency to ensure all animals the freedom to avoid contact with excreta. Contaminated material must be replaced whenever this raking and cleaning is not sufficient to prevent or eliminate odors, insects, disease, pests, ectoparasites and/or vermin infestation.

5. Disease Control:

- a. All animals that are sick, diseased, quarantined or under treatment for communicable diseases shall be isolated in such a place that healthy animals are not exposed.
- b. An effective program for the control of insects, ectoparasites, avian and mammalian pests, and disease transmission shall be established and maintained.

6. Storage:

- a. Housing facilities and areas used for storing animal food or bedding must be free of any accumulation of trash, waste material, junk, weeds and other discarded materials.
- b. Substances that are toxic to the dogs or cats but are required for normal husbandry practices must not be stored in food storage and preparation areas, or in animal enclosures.
- c. Trash containers in housing facilities and in food storage and food preparation areas must be leakproof and must have tightly fitted lids on them at all times. Dead animals, animal parts and animal waste must not be kept in food storage or food preparation areas, food freezers, food refrigerators or animal areas.

7. Other: Any and all other standards for keeping animals in the city are specified in this chapter and the development code, chapter 5 and chapter 12. (Ord. 03-24-09.4, 3-24-2009; amd. 2015 Code)

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration of Ordinance #62-2020, approval of the Taylor Meadows General Plan amendment, changing approximately 18 acres of property from VLDRA (very low density residential agriculture) to VLDR (very low density residential) located at approximately 1500 South 500 West.

Suggested Action:

Attachments:

[CC Staff Report Taylor Meadows Wadley Property General Plan Amendment 11.10.20.docx](#)

[Taylor Meadows Wadley General Plan Amendment DRC 09.30.2020.docx](#)

[Ord 62-2020.docx](#)

[Taylor Meadows Updated General Plan Amendment Reasons 9.22.2020.pdf](#)

[Taylor Meadows aerial.pdf](#)

[Taylor Meadows General Plan.pdf](#)

[Taylor Meadows zoning.pdf](#)

TAYLOR MEADOWS WADLEY PROPERTY GENERAL PLAN AMENDMENT CITY COUNCIL REPORT

Applicant	Arive Homes		
Meeting Date	November 10, 2020		
Requested Action/Purpose	Approval of a proposed general plan amendment		
Location	Approximately 1500 South 500 West		
Acreage	Approximately 18 acres		
Existing Zoning	R-1-22		
Existing General Plan Land Use Designation	VLDRA (Very Low Density Residential Agriculture)		
Proposed Land Use Designation	VLDR (Very Low Density Residential)		
Existing Land Use	Vacant		
Adjacent Zoning and Land Use	<i>North</i>	R-1-22	Future Taylor Meadows subdivision
	<i>South</i>	R-1-22	Bellon Farms
	<i>East</i>	RA-1	Multiple residencies
	<i>West</i>	RA-1	Timpview Meadows Phase 1
Date of DRC Review	September 30, 2020		
Date of Planning Commission Review	October 22, 2020		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval

The Planning Commission 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

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.



Very Low Density Residential (VLDR)

The purpose of the Very Low Density Residential (VLDR) classification is to provide for large-lot single-family residential areas and/or hobby farm developments. The overall neighborhood density is not to exceed 2.5 units per acre. Applicable Zoning District classifications, depending on the area, include R-1-15, RA-1, and R-1-22.

REPORT ANALYSIS

The applicant is requesting approval to amend the General Plan land use designation of this approximately 18-acre property from VLDRA (Very Low Density Residential Agriculture) to VLDR (Very Low Density Residential).

The current General Plan land use designation of VLDRA would allow an overall neighborhood density up to 1.75 units per acre. The applicant requests the amendment to VLDR, which would allow an overall neighborhood density of up to 2.5 units per acre.

The applicant's narrative states that the proposed amendment would be compatible with the other VLDR areas that can be found to the north and west of the property. The City Council recently approved a General Plan amendment for the 16.8 acres located to the north in the same field.

The proposed General Plan amendment would increase density without any incentive to the public in return. Planning Staff's recommendation is that if this amendment is approved, that it be contingent on the property being developed as a PRD or PUD with open spaces and some clustered housing to provide some range in single family lot sizes.

DRC Comments

The DRC had two comments on the proposed General Plan amendment.

1. Developer needs to provide information for review regarding impact of the proposed change to the general plan.
2. Planning Staff recommends keeping the current designation of VLDRA to provide a buffer/transition between the existing 1/2 acre lot developments to the south and east. If a change is considered to be approved, recommend that a change to increase density be contingent on providing open space (can be public or private).

The applicant did provide an updated narrative after DRC and prior to this Planning Commission to address the comments made concerning the impact on utility infrastructure. It has been included in the packet.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **DENIAL** of the Taylor Meadows Wadley Property general plan amendment, including DRC comments from September 30, 2020. This recommendation is based on the following findings:

1. The proposed General Plan amendment is not consistent with the goal to provide a variety of housing options within the City. This area is primarily landlocked and provides an opportunity for some large lot single family homes that should be maintained as a balance to other areas of the City that have smaller lots and different housing types.
2. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed general plan amendment on October 22, 2020. The minutes and motion from this meeting are as follows:

October 22, 2020

2.1) Public hearing and recommendation of Arive Homes' request for review of the Taylor Meadows General Plan amendment, changing approximately 18 acres of property from VLDRA (very low density residential agriculture) to VLDR (very low density residential) located at approximately 1500 South 500 West.

Motion: Commissioner Bunker moved to forward appositve recommendation of Arive Homes' request for review of the Taylor Meadows General Plan amendment, changing approximately 18 acres of property from VLDRA (very low density residential agriculture) to VLDR (very low density residential) located at approximately 1500 South 500 West; including all DRC comments and findings stated in the report. Commissioner Nielsen seconded and recommended adding a findings of facts with the additions. Second still stands.

Vote: Commissioner Peterson, no; Commissioner Nielsen, yes; Commissioner Hereth, yes; Commissioner Hemmert, no; Commissioner Everett, no; Commissioner Ellis, yes; Commissioner Bunker, yes. Motion passed.

**Taylor Meadows Wadley General Plan Amendment
DRC Redline Comments**

Arive Homes- requests review of the Taylor Meadows General Plan amendment, changing approximately 18 acres of property from VLDRA to VLDR located at approximately 1500 South 500 West.

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

Date of Plans Reviewed: 09/22/2020

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. Developer needs to provide information for review regarding impact of the proposed change to the general plan.

Kim – Planning:

2. Planning Staff recommends keeping the current designation of VLDRA to provide a buffer/transition between the existing 1/2 acre lot developments to the south and east. If a change is considered to be approved, recommend that a change to increase density be contingent on providing open space (can be public or private).

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.

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.

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.

Very Low Density Residential (VLDR)

The purpose of the Very Low Density Residential (VLDR) classification is to provide for large-lot single-family residential areas and/or hobby farm developments. The overall neighborhood density is not to exceed 2.5 units per acre. Applicable Zoning District classifications, depending on the area, include R-1-15, RA-1, and R-1-22.



THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON OCTOBER 22, 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: 62-2020

**ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY
GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP FOR
TAYLOR MEADOWS WADLEY PROPERTY**

WHEREAS, on November 10, 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 October 22, 2020, to review and make a recommendation on the General Plan Amendment located at approximately 1500 South 500 West changing the land use designation from Very Low Density Residential Agriculture to Very Low Density Residential, as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on November 10, 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 Very Low Density Residential Agriculture to Very Low Density Residential;

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

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the Taylor Legal Holdings property and Wadley Property from Very Low Density Residential Agriculture to Very Low Density Residential. The total amendment will include approximately 18 acres of property located at approximately 1500 South 500 West, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance 62 -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 as required by law.

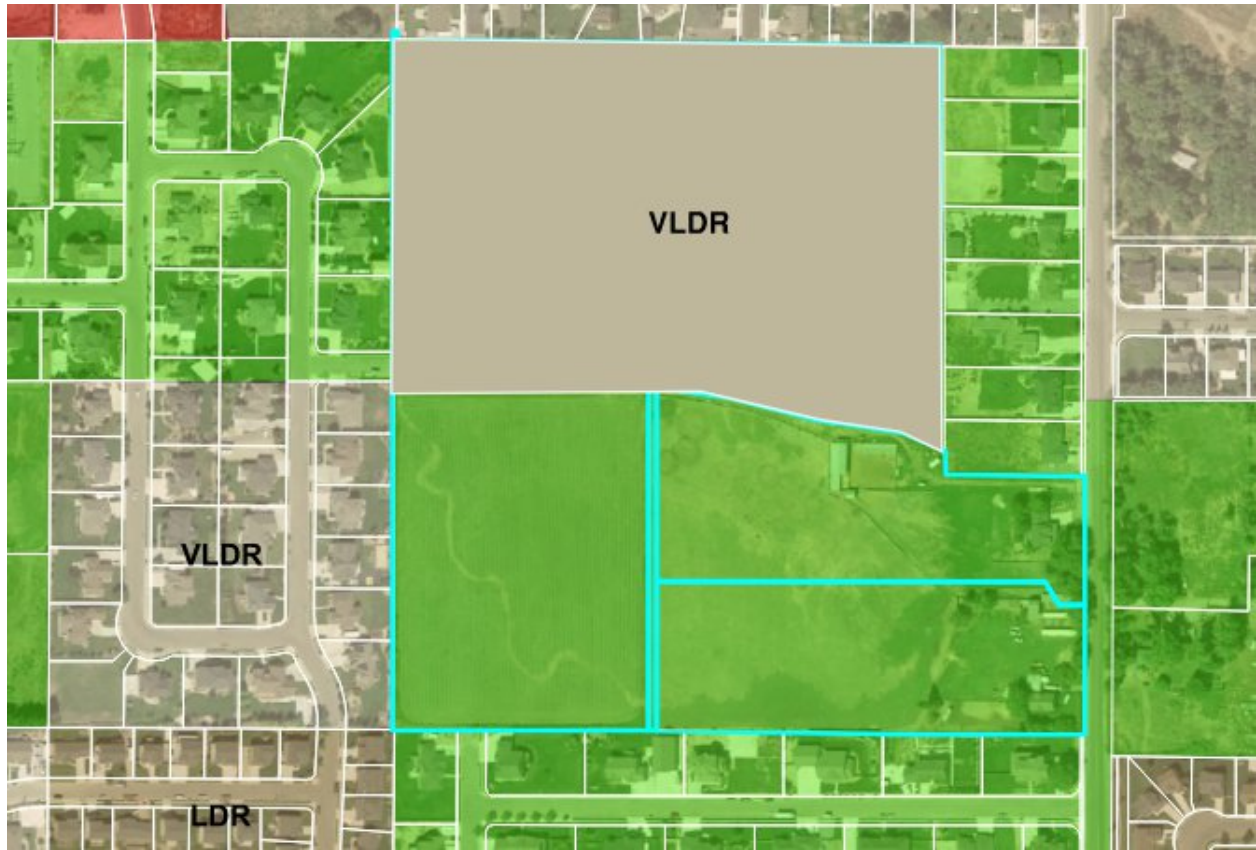
Approved and Adopted by the City Council of Lehi City this 10th day of November, 2020.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

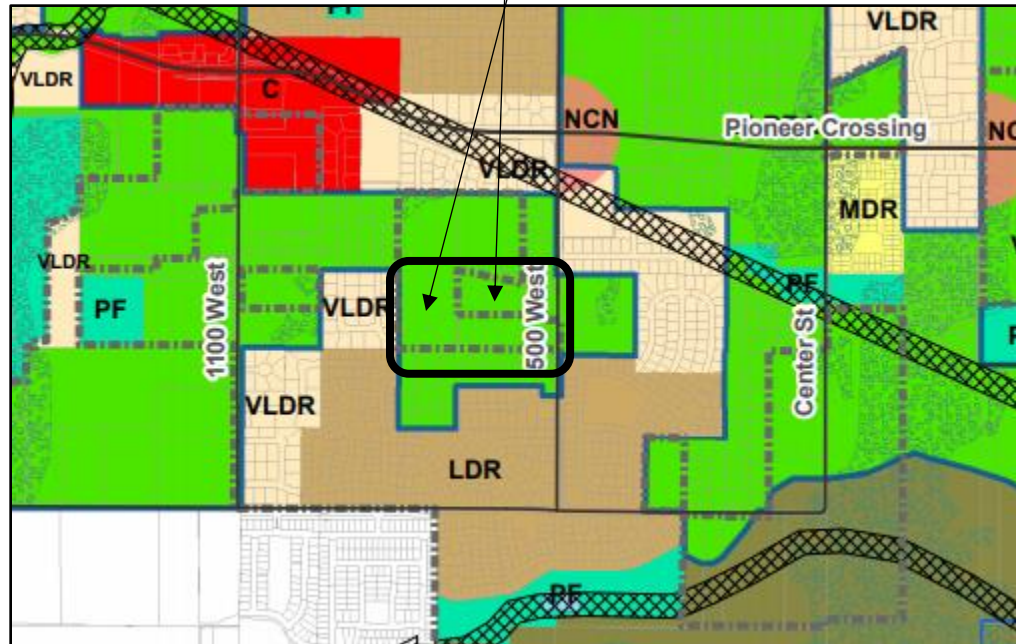
Exhibit A



General Plan Amendment Application
Address: 7615 North 8400 West, Lehi

1. Description of the Specific Amendment to the General Plan

- a. It is recommended that the Lehi General Plan Designation for approximate 18.64 acres of land be changed from VLDR to VLDR.
- b. Location of Land is noted here. ●



General Plan	
	A - Agricultural
	VLDR - Very Low Density Residential Agriculture
	VLDR - Very Low Density Residential
	LDR - Low Density Residential

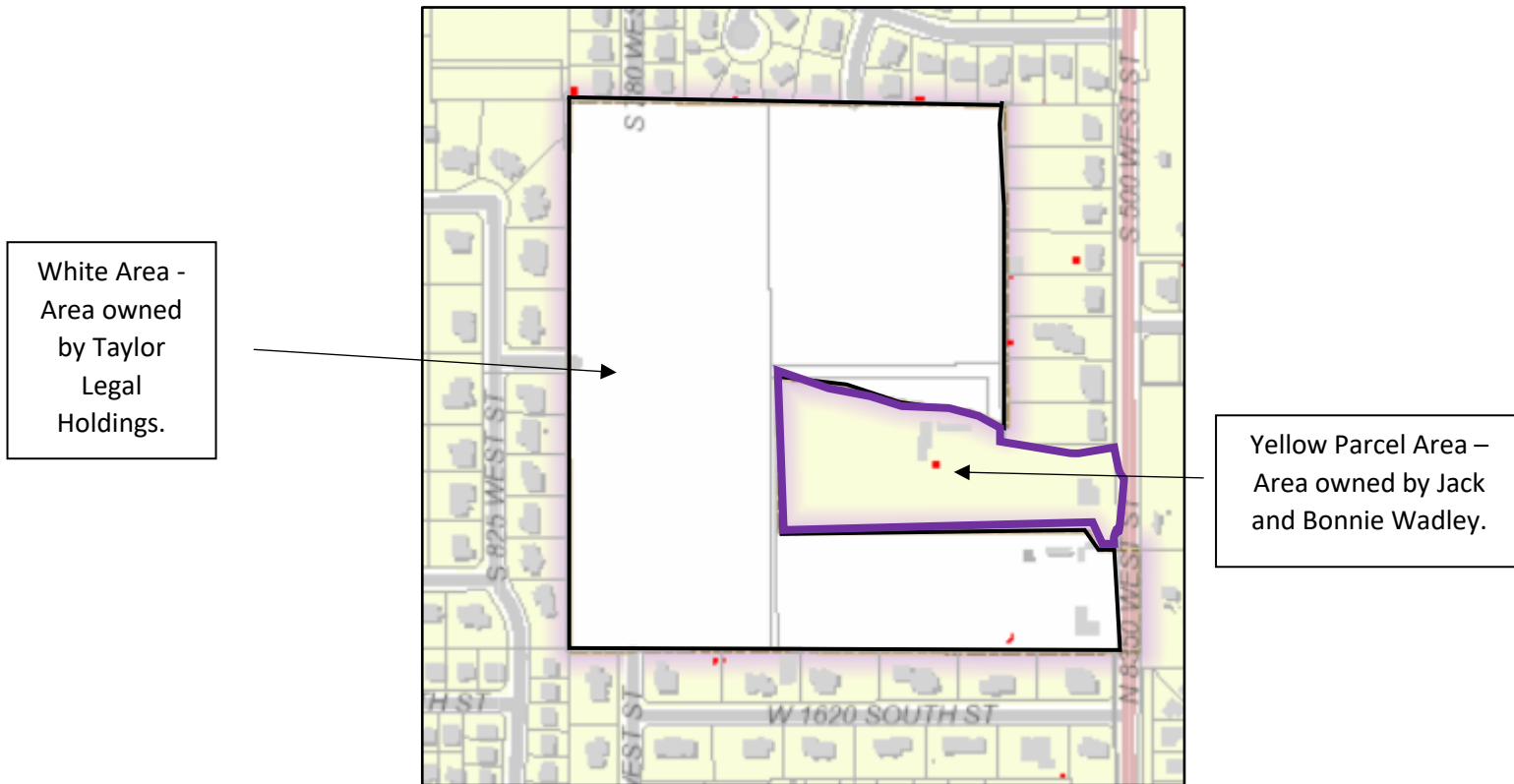
Image taken from Lehi City
General Plan Map 2.13.2018

https://www.lehi-ut.gov/wp-content/uploads/2013/09/General_Plan.pdf

Reasons for Request:

- Currently, this section of land has the VLDR land use designation to the East and West.
- The City Council approved a General Plan amendment from VLDR to VLDR on June 23, 2020 for 16.8 acres located to the north within the same field.
- Compatible with the land use of adjoining properties.

- The owners would like to subdivide their land and provide the open feel of VLDR and a good transition to the Low Density Residential to the south.
- Request would allow all parcels of land owned by Taylor Legal Holdings and Jack and Bonnie Wadley to be in the same land use designation.



Utility and Infrastructure Analysis

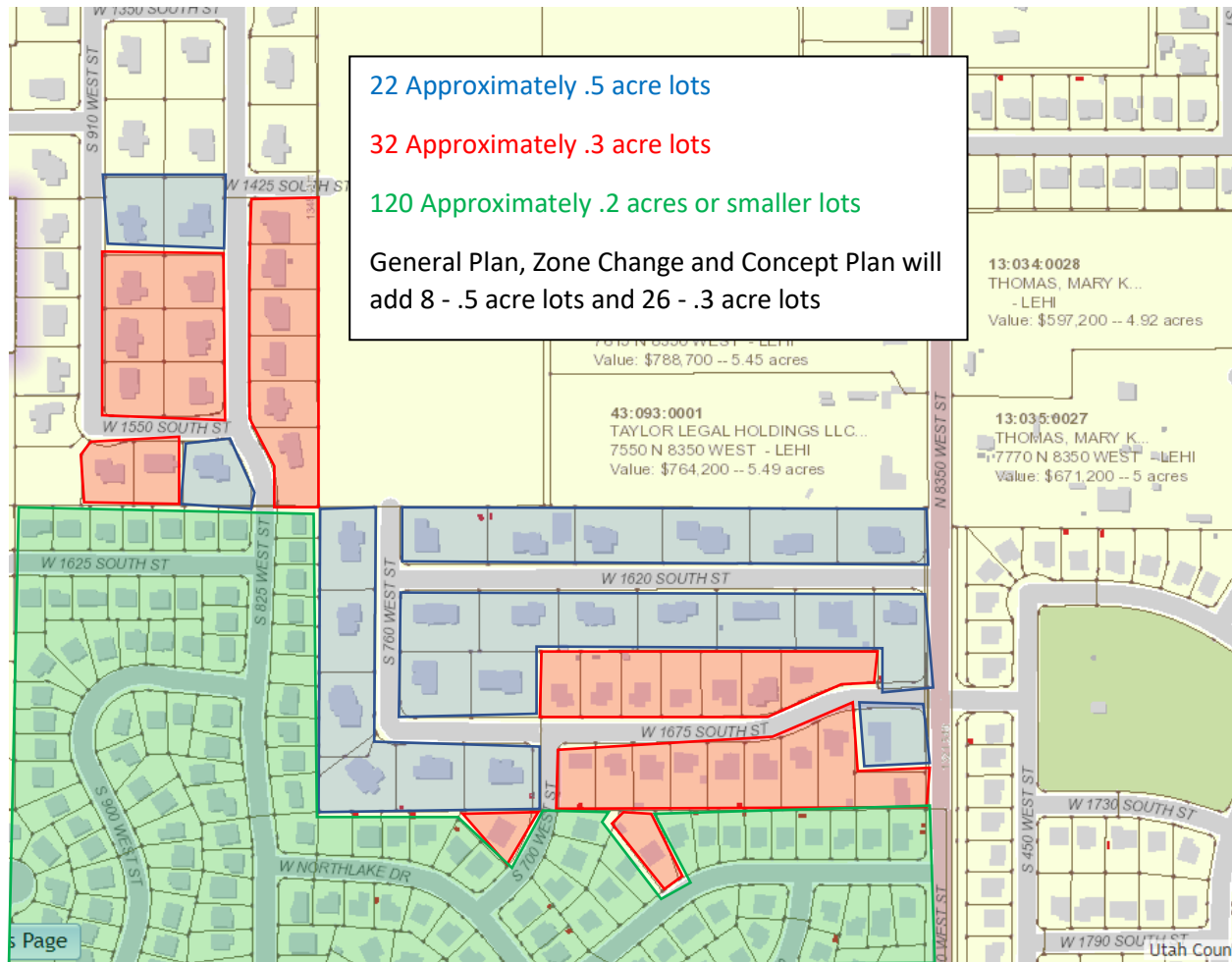
	Concept as VLDRA	Concept as VLDR	Increase
ERU's	28	34	6
Traffic Trips per Day	280	340	60
Culinary 800 gpd	22,400	27,200	4,800
Sewer 1600 gpd	44,800	54,400	9,600

<https://maps.utahcounty.gov/ParcelMap/ParcelMap.html>



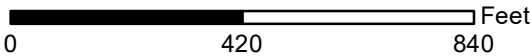
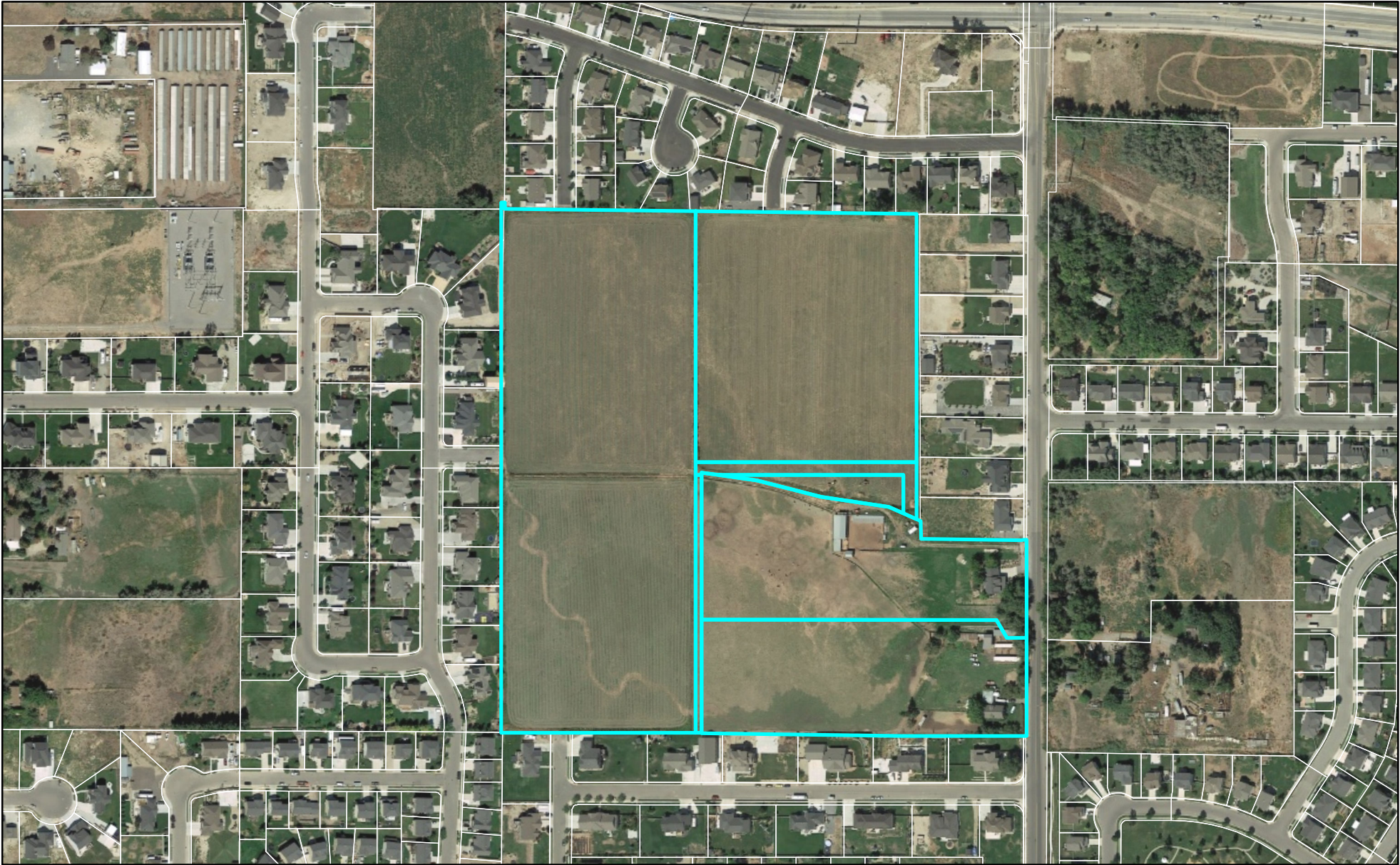
Neighboring Parcel Sizes

Size Lots in Acres	# of Lots	% of Total
0.5	22	13%
0.3	32	18%
0.2	120	69%
Total	174	



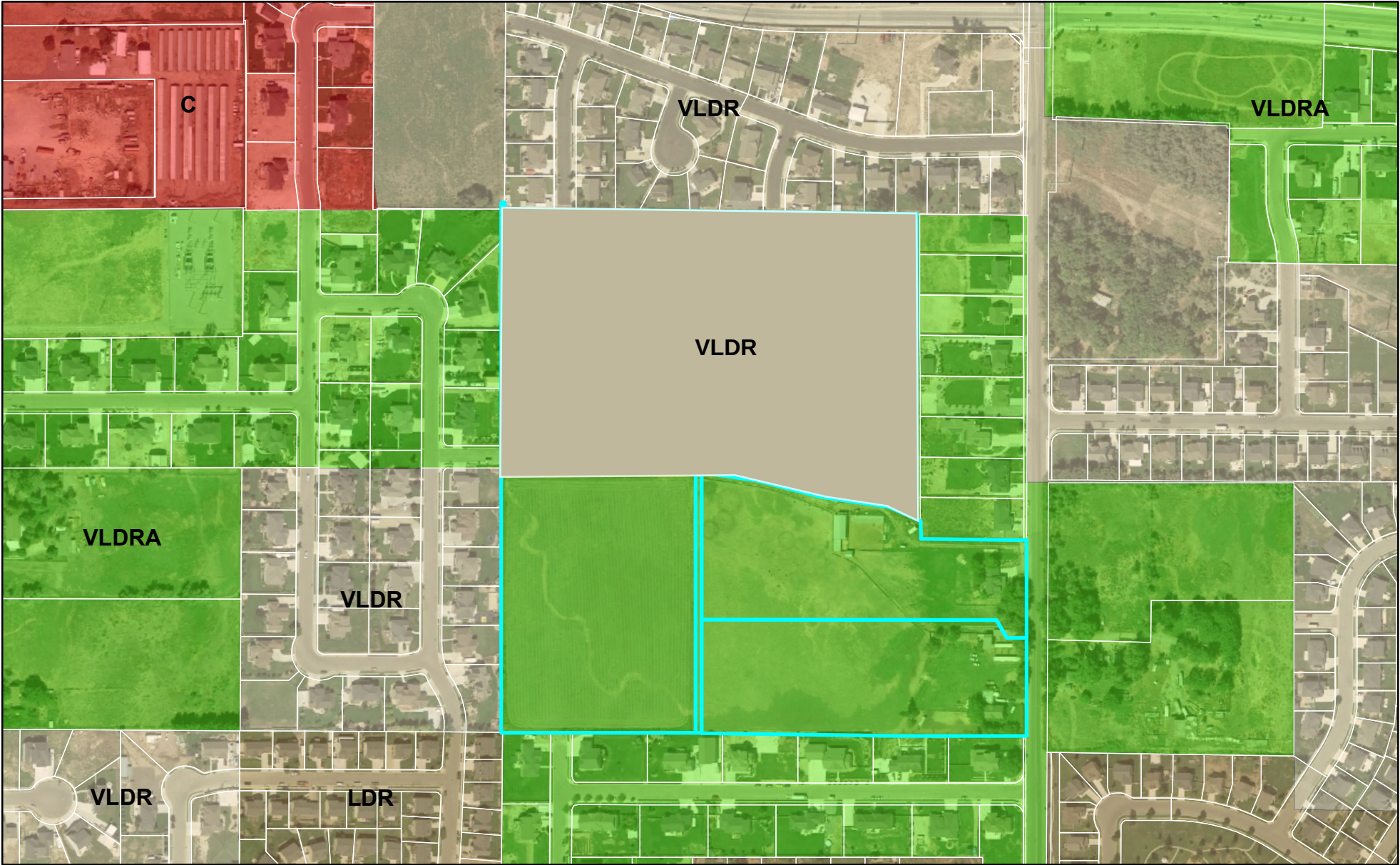
Taylor Meadows Wadley Property General Plan Amendment

Aerial



Taylor Meadows Wadley Property General Plan Amendment

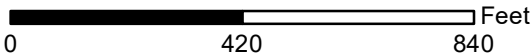
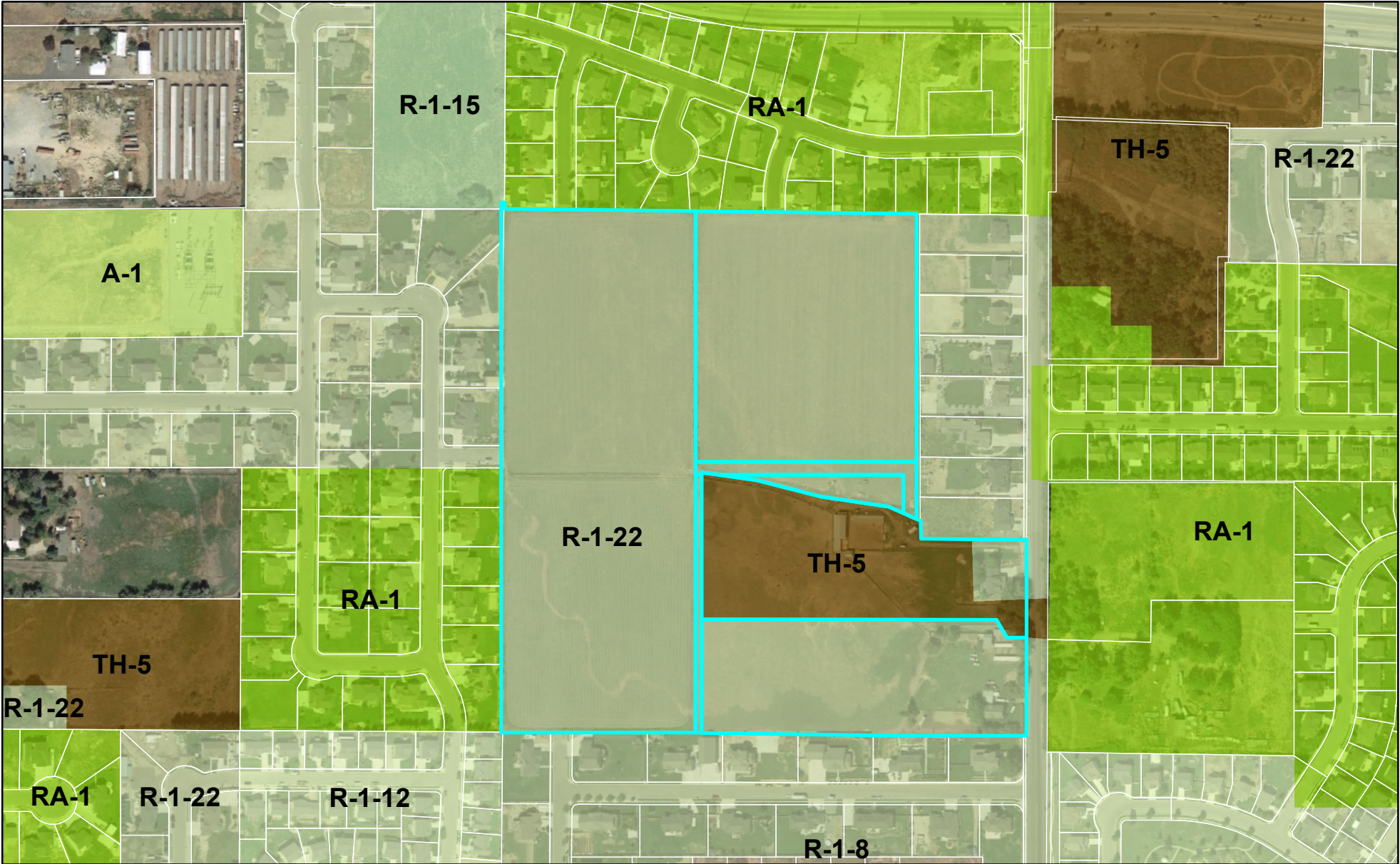
General Plan



0 420 840 Feet

Taylor Meadows Wadley Property General Plan Amendment

Zoning



City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Ordinance

Agenda Section: Regular Agenda

Subject:

Consideration Ordinance #63-2020, a Development Code amendment to Table 05.030.C, adding Pet Grooming as a permitted use in the Mixed Use zone.

Suggested Action:

Attachments:

[CC Staff Report Table 05.030-C Pet Grooming Development Code Amendment 11.10.20.docx](#)

[Lehi City Development Code Table of Uses DRC 10.07.2020.docx](#)

[Table MU Pet Grooming Development Code Amendment 10.07.20.pdf](#)

[Ord 63-2020.docx](#)

TABLE 05.030-C PET GROOMING FACILITY DEVELOPMENT CODE AMENDMENT CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	November 10, 2020
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	October 7, 2020
Date of Planning Commission Review	October 22, 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 a Development Code amendment to Chapter 5, Table 05-030-C which is the table of uses for Mixed Use and Special Districts. The proposed amendment will allow for Pet Grooming Facilities as a permitted use in the Mixed-Use and Historic Commerce zones. This use already exists in Table 05-030-B which is the table of uses for Commercial, Industrial, and Business Park zones.

A Pet Grooming Facility is defined as 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.

There were no DRC comments on the proposed amendment.

PLANNING DIVISION RECOMMENDATION

The Planning Division staff recommends **APPROVAL** of the proposed Development Code Amendment. The recommendation is based on the following findings:

1. There were no DRC comments on the proposed amendment.
2. The proposed amendment provides additional small business opportunities in the Mixed Use and Historic Commerce zones.
3. The proposed amendment 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 the proposed amendment on October 22, 2020. The minutes and motion from this meeting are as follows:

2.3) Public hearing and recommendation of Lehi City's requests for review of a Development Code amendment to Table 05.030.C, adding Pet Grooming as a permitted use in the Mixed Use zone.

Motion: Commissioner Ellis moved to forward a positive recommendation of Lehi City's requests for review of a Development Code amendment to Table 05.030.C, adding Pet Grooming as a permitted use in the Mixed Use zone; including all DRC comments and findings stated in the report. Commissioner Peterson seconded.

Vote: Commissioner Peterson, yes; Commissioner Nielsen, yes; Commissioner Hemmert, yes; Commissioner Hereth, yes; Commissioner Everett, yes; Commissioner Ellis, yes; Commissioner Bunker, yes. Motion passed with all in favor.

**Lehi City Development Code Table of Uses
DRC Redline Comments**

*Lehi City- requests review of a **Development Code amendment to Table 05-030-C adding Pet Grooming as a permitted use in the Mixed Use zone.***

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

Date of Plans Reviewed: 09/23/2020

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 WILL BE SCHEDULED FOR PLANNING COMMISSION ON OCTOBER 22, 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			
	MU	HC	PC/SE/RC	PF
Light Office/Warehouse Combination	C		*	
Medical and Dental Clinics	P	P	*	
Model Home [See Sec. 09.070]			*	
Neighborhood Commercial/Retail Sales including General Retail and Pharmacies (maximum 5,000 square foot bld. footprint or as approved by Planning Commission)	P	P	*	
Nightclub	C	C	*	
Offices, Professional	P	P	*	
Office/Warehouse			*	
Outdoor Sales and Display	C	P	*	
Outdoor Storage of Materials, Products and Equipment incidental to an allowed use (excluding junk yards and salvage yards)	C		*	
Personal Services	P	P	*	
Personal Services including a Body Art Facility (see Definitions Chapter 38)	C	P	*	
<u>Pet Grooming Facility</u>	<u>P</u>	<u>P</u>		
Plant Nursery with outside display	C		*	
Portable Storage Container [See Sec. 12.130-D]	C		*	
Public Dance Hall		C	*	
Race Tracks for Electric Go-Carts (as an accessory use to a Commercial Recreation Facility: [See Sec. 12.130-H]	C			
Restaurant	P	P	*	
Restaurant, with drive up window(s)	C		*	
Retail Facilities and Services accessory to a principal use	P	P	*	
Retail Facilities and Services with drive-up window(s)	C		*	
Retail Sales, General and Goods Establishments including General Retail, Department Store, Grocery Store, Drug Store, Variety Store	P	P	*	
Schools - Vocational and Technical	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



ORDINANCE NO: 63-2020

**AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE
TABLE 05-030-C ALLOWING PET GROOMING IN THE MIXED USE
AND HISTORIC COMMERCE ZONES**

WHEREAS, it has been deemed desirable to amend Table 05-030-C of the Lehi City Development Code, allowing pet grooming in the mixed use and historic commerce zones, and;

WHEREAS, this amendment seeks to allow for pet grooming facilities in additional areas of the City, and;

WHEREAS, following a public hearing on October 22, 2020, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on November 10, 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 October 22, 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: Table 05-030-C 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:

Table 05-030-C of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 63 -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 10th day of November 2020.

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Jacob Curtis

Submitting Department: Planning Division

Item Type: Action Item

Agenda Section: Regular Agenda

Subject:

Consideration of Final subdivision approval for the Garden Acres Plat B, a 3-lot residential development located at 187 North 400 East.

Suggested Action:

Attachments:

[CC Staff Report Garden Acres Plat B Final Subdivision 11.10.20.docx](#)

[Garden Acres Plat B Final Subdivision DRC 10.28.2020.docx](#)

[Lehi Garden Acres Plat B Final Subdivision 10.28.20 plans.pdf](#)

[Garden Acres B Aerial.pdf](#)

[Garden Acres B General Plan.pdf](#)

[Garden Acres B Zoning.pdf](#)

GARDEN ACRES PLAT B FINAL SUBDIVISION CITY COUNCIL REPORT

Applicant	Derek Jessee		
Meeting Date	November 10, 2020		
Requested Action/Purpose	Approval of a final subdivision		
Location	187 North 400 East		
Existing Land Use	Single family residential		
Existing Zoning	R-1-8		
General Plan Land Use Designation	MDR (Medium Density Residential)		
Number of Lots/Units	3 lots		
Adjacent Zoning and Land Use	<i>North</i>	R-1-8	Single family residential
	<i>South</i>	R-1-8	Garden Acres Subdivision
	<i>East</i>	R-1-8	Single family residential
	<i>West</i>	R-1-8	Single family residential
Date of DRC Review	October 28, 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 was included as part of the original incorporated boundaries of Lehi.

REPORT ANALYSIS

The applicant requests final subdivision approval of the Garden Acres Plat B Subdivision, a 3-lot residential development located at 187 North 400 East in an approved R-1-8 zone. This report will discuss the proposed layout and the DRC comments.

Proposed Layout

The residential subdivision will consist of 3 single family lots on a total of 0.78 acres. The lots range in size from 8,000 to 17,623 square feet which meets the minimum lot size requirement of 8,000 square feet for the R-1-8 zone. Lot 1 shows the existing home to remain and lot 3 shows an existing garage to remain. There is a density of approximately 3.89 units per acre for this subdivision which is consistent with goals of the General Plan designation and current zoning. The R-1-8 zone establishes a maximum density of 4 units per acre. The three lots meet the minimum street frontage requirement of 80 feet for a single-family lot.

DRC Comments

The DRC had four comments including the following:

1. Need signature block space for Mayor.

Please consider all DRC comments in the motion.

PLANNING DIVISION RECOMMENDATION

Planning staff recommends **APPROVAL** to the City Council for the Garden Acres Plat B final subdivision including the DRC comments from October 28, 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-1-8 zoning classification and General Plan designation.
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 Lehi City Development Code in regard to subdivision approvals, including the density in lieu.
4. Other findings based upon information presented at the public hearing.

**Garden Acres Plat B Final Subdivision
DRC Redline Comments**

*Derek Jessee - requests final subdivision review of **Garden Acres Plat B**, a 3-lot residential development at 187 North 400 East.*

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

Date of Plans Reviewed: 10/20/2020

DRC REDLINE COMMENTS:

Glade – Power: No comments

Kerry – Fire: No comments

Greg – Water/Sewer: No comments

Trent – Parks: No comments

Gary – Building/Inspections:

1. Add note to the plat to mark all property corners and to place pins in top of curb.
2. Add note to plat that no floor slabs are to be below existing grade.

JD – Streets:

3. Change to 2' T-Patch

Ross – Engineering: No comments

Kim – Planning:

4. Need signature block space for Mayor.

General Comments

1. Payment in lieu of detention will be required

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. Include surveyor's and engineer's stamps and signatures on the construction drawings.
5. New property line adjacent to existing roads and any new trails must be staked and reviewed by the City.
6. 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).
7. 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.
8. Address any comments or conditions from City Council approval.
9. Plans need to be signed by Community Development Director and Public Works Director before precon can be scheduled

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. All City utilities/infrastructure has been accepted and signed off by all Lehi City Inspectors.

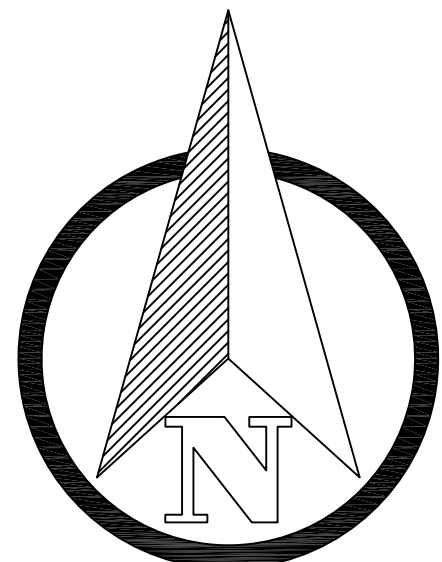
DRC GENERAL COMMENTS:

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

1. 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 NOVEMBER 10, 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.

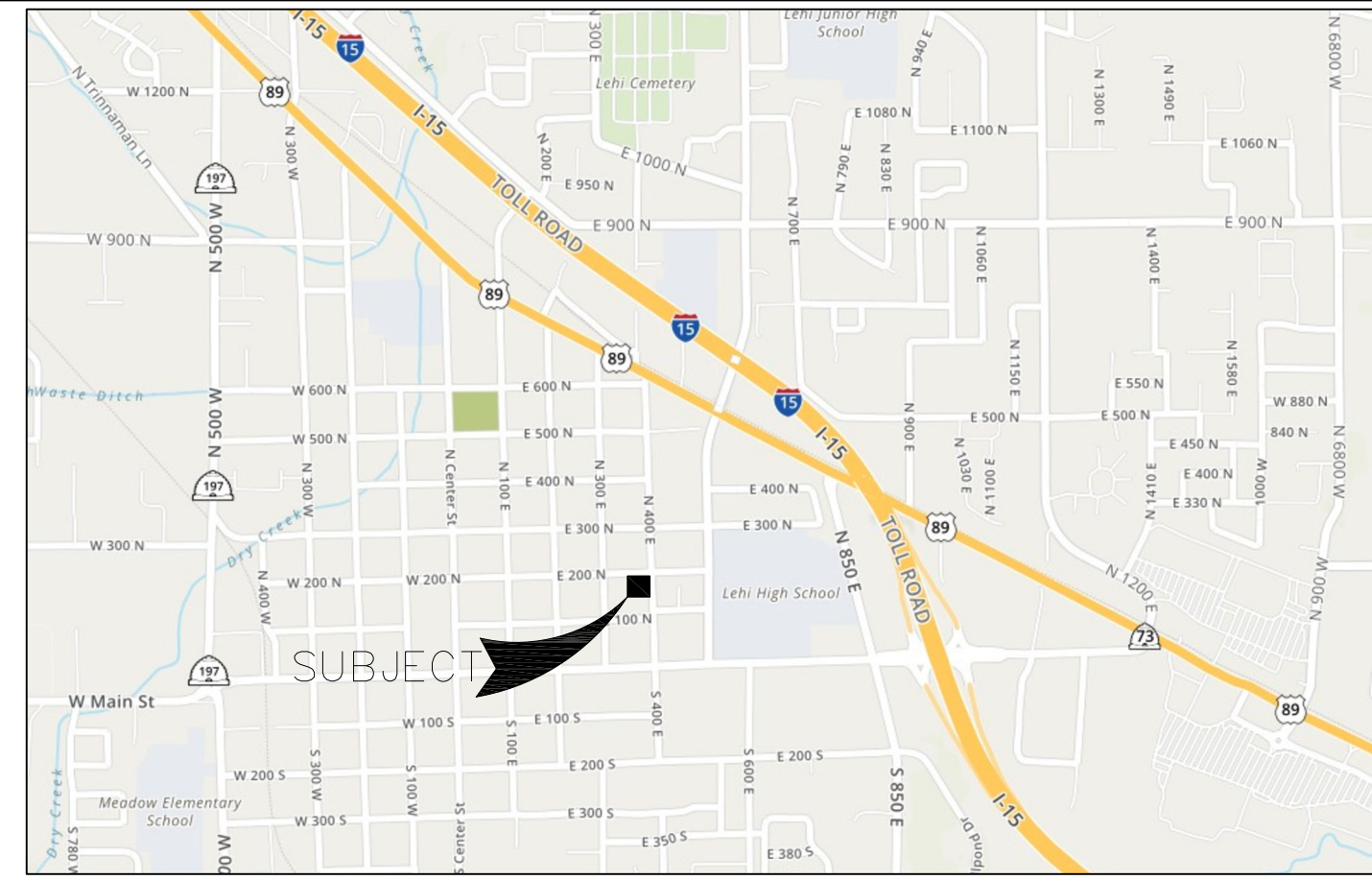


GRAPHIC SCALE
0 20 40 Feet
1 INCH = 20 FEET

PLAT "B"
GARDEN ACRES
SUBDIVISION

LEGEND:

- SECTION CORNER/STREET MONUMENT - FOUND BRASS CAP
- PROPERTY CORNER - SET 5/8" X 24" BAR & CAP (PLASTIC CAP STAMPED ALS, INC. PLS # 376079) (OR AS NOTED AND SHOWN HEREON)
- CALCULATED POINT - NOT SET/NOT FOUND
- RECORD DATA
- PROPERTY BOUNDARY
- SECTION LINE/MONUMENT LINE
- RIGHT-OF-WAY LINE
- DEED LINE/PLATTED LOT LINE
- EXISTING FENCE LINE



UTAH COUNTY MONUMENT (CALC)
NORTH ONE-QUARTER CORNER OF
SECTION 16, T.5S., R.1E., SLB&M.
(NOT FOUND)

"BASIS OF BEARINGS"

SECTION LINE BEARING S89°50'04"E (RECORD/MEAS.)
2669.92' (MEASURED) 2669.92' (RECORD) MON. TO MON.

S89°50'04"E
1763.88'
(SECTION LINE)

200 NORTH STREET

S89°50'04"E
906.04'
(SECTION LINE)

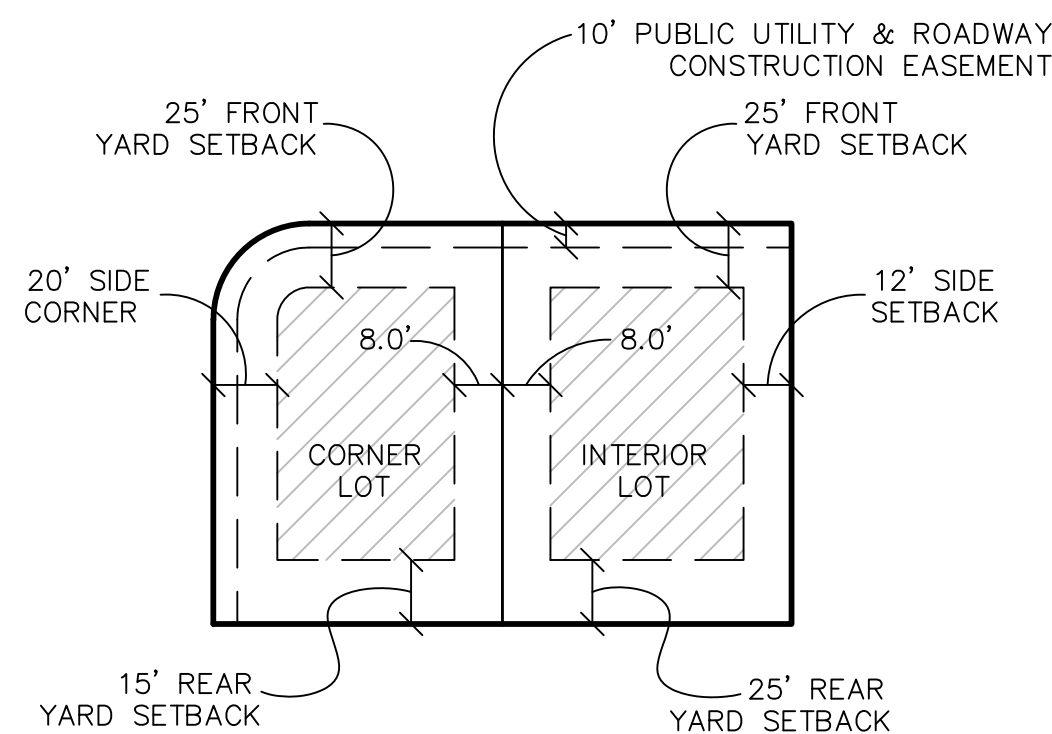
"POINT OF BEGINNING"
N.E. CORNER OF BLOCK 45,
PLAT "A", LEHI CITY SURVEY
(SET BAR & CAP)

UTAH COUNTY MONUMENT (RC)
REFERENCE POINT
NORTH ONE-QUARTER CORNER OF
SECTION 16, T.5S., R.1E., SLB&M.
(FOUND BRASS CAP)

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	1.60'	N86°01'40"E

DEVELOPER/OWNER
OKI VENTURES, INC.
3267 EAST 3300 SOUTH
SALT LAKE CITY, UTAH 84109
TEL: 801-512-9721
DATE: OCTOBER 20, 2020

400 EAST STREET



TYPICAL LOT SETBACKS
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, JAMES PATRICK FRONK, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, HOLDING LICENSE NO. 376079, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREFTER TO BE KNOWN AS PLAT "B", GARDEN ACRES SUBDIVISION, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

10-20-2020
DATE

JAMES PATRICK FRONK, PLS
(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS 1763.88 FEET S89°50'04"E ALONG THE SECTION LINE AND 505.43 FEET SOUTH FROM A FOUND BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S1°38'00"E 182.20 FEET; THENCE S88°19'00"W 111.57 FEET; THENCE S88°46'40"W 74.43 FEET; THENCE N1°47'20"W 67.00 FEET; THENCE N86°01'40"E 1.60 FEET; THENCE N0°02'30"W 115.63 FEET; THENCE N88°38'44"E 181.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 3 LOTS TOTAL = 0.772 ACRES OF LAND (33,623 SF.).

ZONING = R-1-B

BASIS OF BEARINGS: S89°50'04"E ALONG THE SECTION LINE FROM THE NORTHWEST CORNER TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 16, UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL 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 INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS THIS _____ DAY OF _____, A.D. 20__

OKI VENTURES, INC.

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

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.

NOTARY'S FULL NAME & COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY ENGINEER OF LEHI CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 20____.

APPROVED _____, ATTEST _____
CITY ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____, 20____ BY THE LEHI CITY PLANNING COMMISSION.

PLANNING COMMISSION CHAIR

CONDITIONS OF APPROVAL

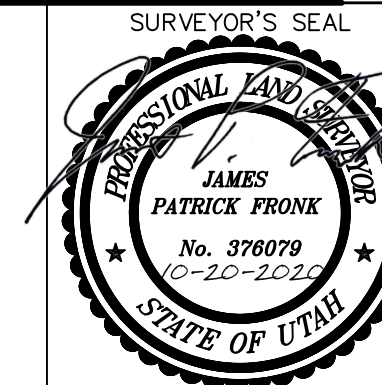
PLAT "B"
GARDEN ACRES

LOCATED WITHIN THE N.W. QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, CITY OF LEHI, UTAH COUNTY, UTAH.

SUBDIVISION _____ UTAH COUNTY, UTAH
SCALE: 1" = 20 FEET



PROFESSIONAL LAND CONSULTING SERVICES
PLANNING • LAND SURVEYING • DEVELOPMENT
P.O. BOX 425, LEHI CITY, UTAH 84043 • 801.380.6225



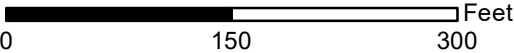
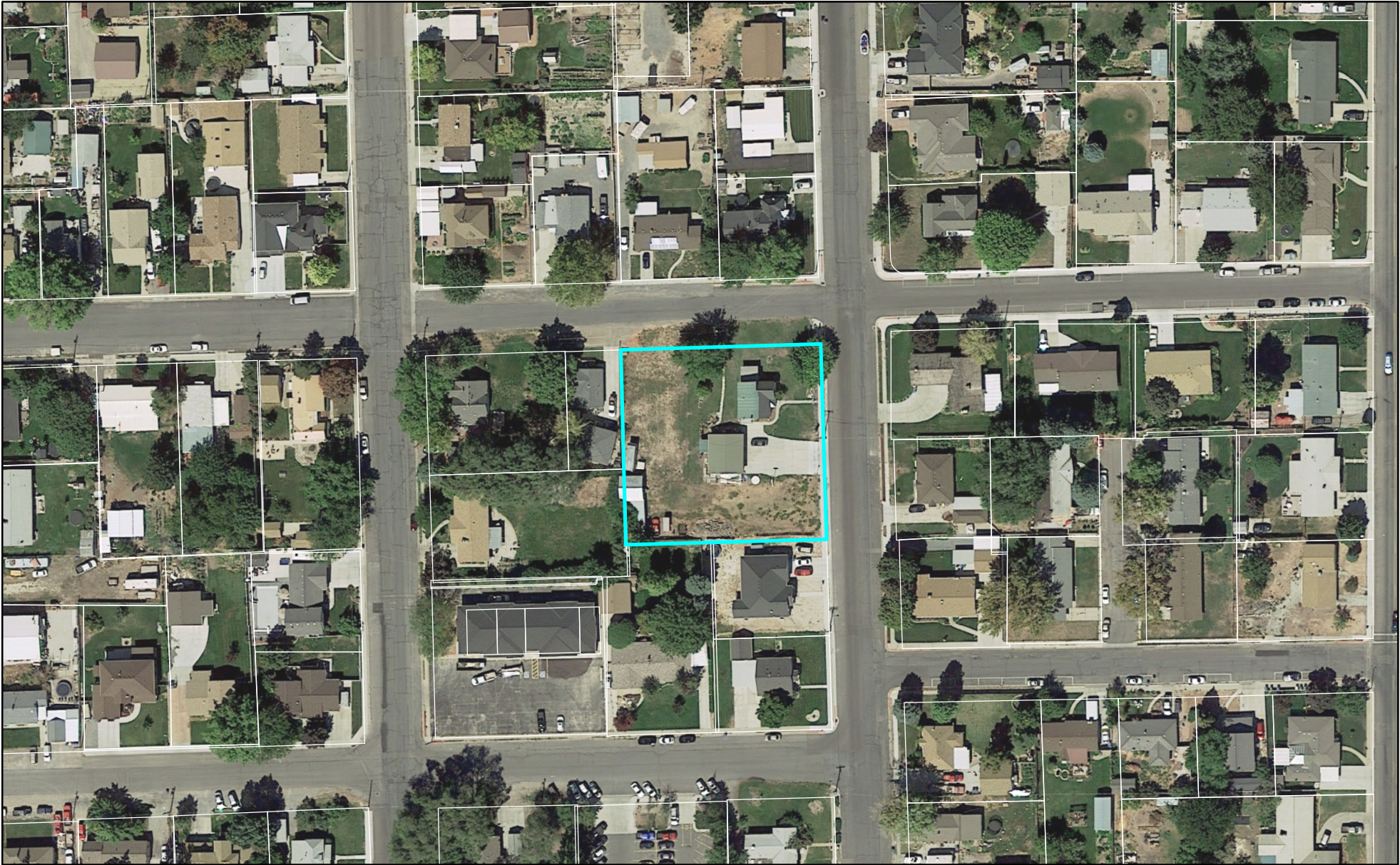
CITY ENGINEER SEAL

CLERK-RECORDER SEAL

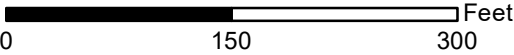
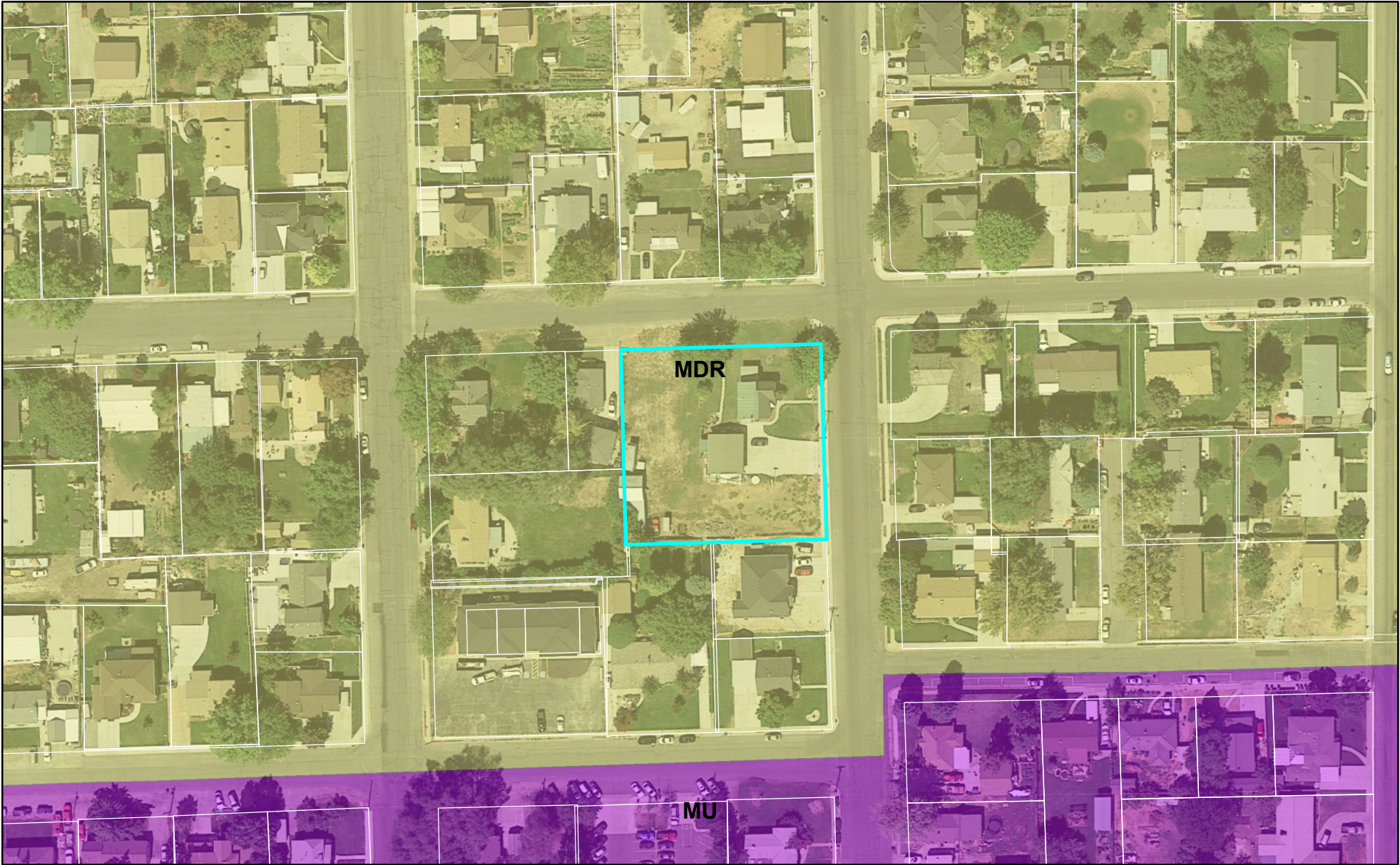
UTAH COUNTY RECORDER

Garden Acres Plat B Final Subdivision

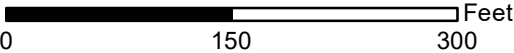
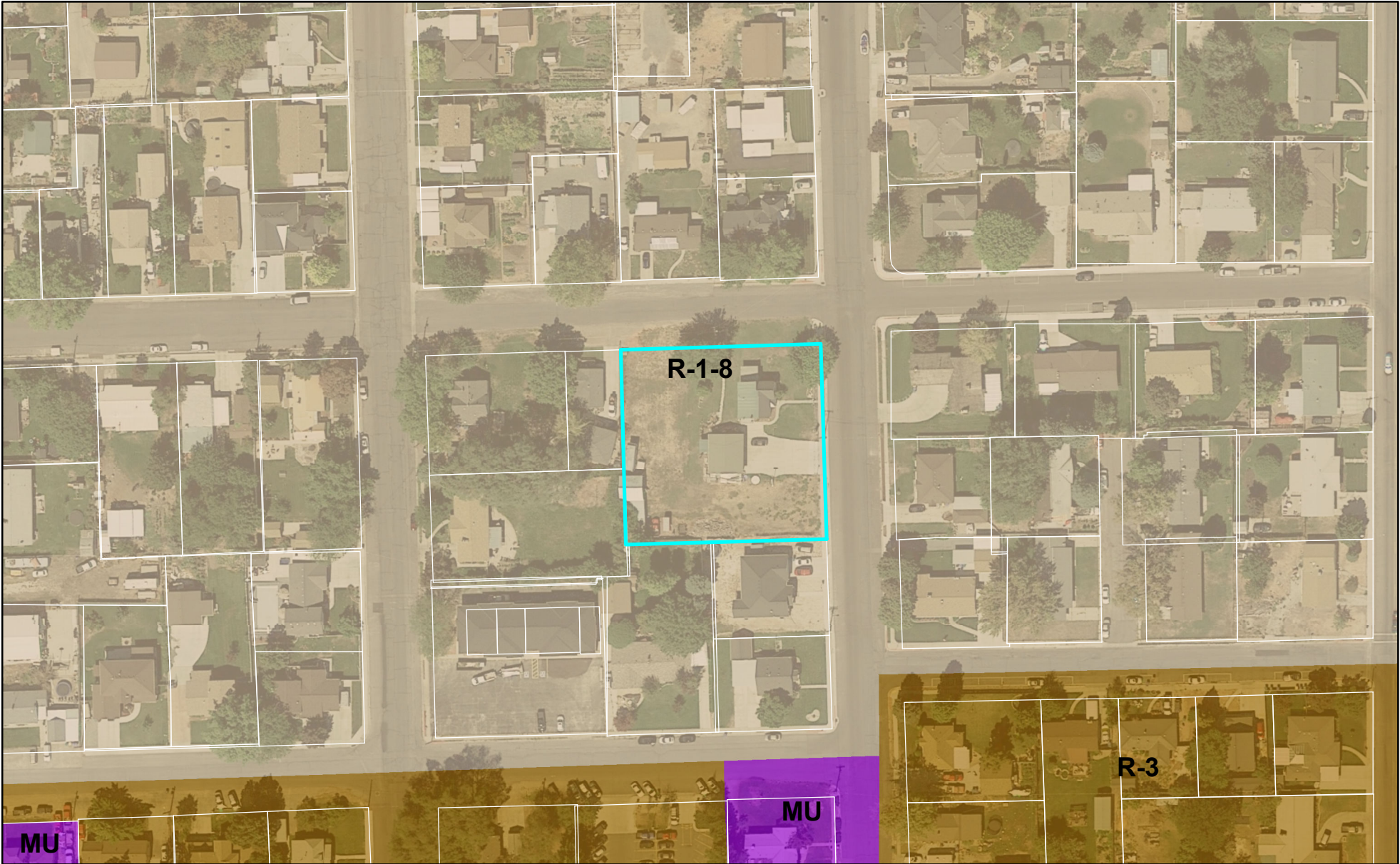
Aerial



Garden Acres Plat B Final Subdivision
General Plan



Garden Acres Plat B Final Subdivision
Zoning



City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution # 2020-70, approving an agreement between Lehi City and Cole Peck Company for construction of Flood Mitigation Measures.

Suggested Action:

Attachments:

[Res 2020-70.docx](#)

[Agreement - Construction of Traverse Mountain Emergency Watershed Protection \(003\).docx](#)



RESOLUTION NO. 2020-70

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING
AN AGREEMENT FOR CONSTRUCTION OF FLOOD
MITIGATION MEASURES WITH COLE PECK COMPANY, LLC**

WHEREAS, City desires to contract for flood mitigation measures for Traverse Mountain Emergency Watershed Protection;

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

WHEREAS, City selected Cole Peck Company, LLC and now desires to contract with it to perform the work specified in the contract documents;

WHEREAS, on November 5th, 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 for Construction of Flood Mitigation Measures; 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 Construction of Flood Mitigation Measures 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 10th day of November, 2020.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

**AGREEMENT FOR CONSTRUCTION OF FLOOD MITIGATION MEASURES
PER THE PROJECT PLAN FOR
TRAVERSE MOUNTAIN EMERGENCY WATERSHED PROTECTION**

THIS AGREEMENT is made and entered into by and between Lehi City Corporation, 153 North 100 East, Lehi, Utah 84043 (“City”) and the Cole Peck Company, LLC (“Contractor”).

WHEREAS, a fire on Traverse Mountain in Lehi City occurred the weekend of June 27, 2020, which burned approximately 450 acres directly to the north of homes on the hillside; and

WHEREAS, in response to the fire, the City prepared against potential flooding by establishing the Project Manual for Lehi City - Traverse Mountain Emergency Watershed Protection (EWP); and

WHEREAS, City let Request for Proposals No. 2020-17 (RFP) and Addendum No. 1 to identify firms and companies which would best serve the needs of the City to construct the flood mitigation measures specified in the Project Manual; and

WHEREAS, following a thorough review of all proposals submitted, City desires to contract with Contractor to perform the work specified in the RFP, Addendum No. 1, and the Project Plan;

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 City to perform and construct certain flood mitigation measures in accordance with Request for Proposals No. 2020-17 (RFP), attached as Exhibit A; Addendum No. 1, attached as Exhibit B; and Project Manual for Lehi City – Traverse Mountain Emergency Watershed Protection (EWP), attached as Exhibit C. Such mitigation measures generally consist of 350 cubic yards of rock riprap grade control structures and erosion control structures, 5,000 feet of fiber roll check dams, 900 feet of wire-backed silt fence, debris basin excavation, seeding, and related work.
2. **Scope of Service.** Contractor shall perform the full Work specified in the Project Manual for Lehi City – Traverse Mountain Emergency Watershed Protection (EWP) and per any established addenda and authorized change orders.
3. **Term.** This Agreement shall begin immediately upon signing and shall be completed by 5:00 on February 18, 2021.
4. **Payment.** City shall pay Contractor an amount not to exceed \$177,259.00, according to the billing schedule included in Contractor’s Bid Proposal.

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.
 - 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.

8. 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.

9. Indemnification and Insurance.

- a. 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.

- b. 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.
- c. 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.
- d. Contractor, at its own expense, shall maintain comprehensive general liability insurance, including but not limited to \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$5,000,000 umbrella liability.
- e. 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.
- f. 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.
- g. 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.

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. **Exhibits.** All exhibits referenced in this Agreement, including any referenced in the Recitals, are hereby adopted by reference and made a part hereof.
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

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2020-71, approving a Real Estate Purchase Contract between Lehi City and Kraig Johnson.

Suggested Action:

Attachments:

[Res 2020-71.docx](#)

[Real Estate Purchase Contract \(UAR REPC\) \(version 1\).pdf](#)

[Addendum \(UREC\) \(version 1\).pdf](#)

[JOHNSON FARM 2 ACRES TO LEHI CITY Property Description.pdf](#)



RESOLUTION NO. 2020-71

**A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A CONTRACT FOR
THE PURCHASE OF REAL ESTATE**

WHEREAS, Seller is the sole owner in fee simple of approximately 2.116 acres of real property located at 3333 West 1500 North in the City of Lehi (“Property”),

WHEREAS, the City desires to purchase the Property subject to the terms and conditions contained in Real Estate Purchase Contract;

WHEREAS it is the present intention of the City to construct and maintain a fire station;

WHEREAS, Seller is willing to sell the Property to the City, subject to the terms and conditions contained in the Real Estate Purchase Contract; and

WHEREAS, on November 10, 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 a Real Estate Purchase contract; 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 Real Estate Purchase Contract between Lehi City and Kraig Johnson 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 10th day of November, 2020.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 11 day of November, 2020 ("Offer Reference Date") Lehi City Corporation ("Buyer") offers to purchase from Kraig Johnson ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23)**, an Earnest Money Deposit in the amount of \$00.00 in the form of N/A. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: Approximately 2.116 acres located at 3333 W 1500 N (See Addendum)

City of Lehi, County of Utah, State of Utah, Zip 84043 Tax ID No. 58:025:0033
(the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☐ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: There are no water rights to be conveyed

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is \$ 737,383.68. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$ <u>00.00</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$ _____	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
\$ _____	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ _____	(d) Seller Financing (see attached Seller Financing Addendum)
\$ <u>737,383.68</u>	(e) Balance of Purchase Price in Cash at Settlement
\$ <u>737,383.68</u>	PURCHASE PRICE. Total of lines (a) through (e)

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages Buyer's Initials Date Seller's Initials Date

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☐ Upon Recording; ☒ _____ Hours after Recording; ☐ _____ Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☐ Buyer ☒ Split Equally Between Buyer and Seller ☐ Other (explain) Greenbelt Taxes on land purchase. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by:

☒ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) _____
The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE.

Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) _____, represent(s) ☐ Seller ☐ both Buyer and Seller as Limited Agent(s);

Seller's Agent(s) Utah Real Estate License Number(s): _____.

Seller's Brokerage _____, represents ☐ Seller ☐ both Buyer and Seller as Limited Agent;

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) W Marlin Eldred, represent(s) ☒ Buyer ☐ both Buyer and Seller as Limited Agent(s);

Buyer's Agent(s) Utah Real Estate License Number(s): 11366843-SA00.

Buyer's Brokerage Equity-Solid, represents ☒ Buyer ☐ both Buyer and Seller as a Limited Agent.

Buyer's Brokerage Utah Real Estate License Number: _____.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

Page 2 of 6 pages Buyer's Initials

 Date _____ Seller's Initials

 Date _____

The provisions of this Section 6.1(a) shall survive Closing.

(b) Short-Term Rental Bookings. Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Owner's Policy*") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

Page 3 of 6 pages Buyer's Initials

 Date _____ Seller's Initials

 Date _____

Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☒ **No Financing Required.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$00.00 of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ **WILL** ☒ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$N/A. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ **Addendum No. 1** ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify)** _____.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ **WILL** ☒ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☐ **Buyer** ☐ **Seller**. The cost of the Home Warranty Plan shall not exceed \$N/A and shall be paid for at Settlement by ☐ **Buyer** ☐ **Seller**.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in

Page 4 of 6 pages Buyer's Initials Date _____ Seller's Initials Date _____

the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☒ **SHALL** ☐ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

Page 5 of 6 pages Buyer's Initials

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 Date _____ Seller's Initials

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 Date _____

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) **Seller Disclosure Deadline** 11/19/2020 (Date)
- (b) **Due Diligence Deadline** 11/26/2020 (Date)
- (c) **Financing & Appraisal Deadline** 11/26/2020 (Date)
- (d) **Settlement Deadline** 12/11/2020 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 ☐ AM ☒ PM Mountain Time on 11/16/2020 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature)

(Date)

(Buyer's Signature)

(Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

- CHECK ONE:**
- ☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
 - ☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
 - ☐ **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature)

(Date)

(Time)

(Seller's Signature)

(Date)

(Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/11/2020, including all prior addenda and counteroffers, between Mark Johnson as Buyer, and Kraig Johnson as Seller, regarding the Property located at 3333 W 1500 N Lehi, 84043. The following terms are hereby incorporated as part of the REPC:

Buyer is purchasing approx 2.116 acres of approx 10 acres from parcel 58:025:0033. Purchase price is \$8.00 per square foot. Buyer will purchase at least 2 acres but no more than the 2.116 to be determined by Buyer. Seller will pay storage document fee as well as broker fee not to exceed \$560.00 at closing. Buyer and Seller will split green belt taxes. Buyer will stub and or provide access to utilities after parcel has been developed. If purchased property is not developed before the remaining approx 8 acres is developed, the developer of the approx 8 acres will be responsible for all utilities. Buyer will provide a 1031 Exchange Letter to seller. Property will be purchased on or before December 31, 2020. Buyer agrees to lease back to seller purchased property as well as adjoining approximately 2 acres for \$1.00 per year. Lease will be terminated with a 90 day notice. Attached Johnson Farm 2 Acres to Lehi City Property Description defines the property to be sold.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on 11/16/2020 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☒ Buyer ☐ Seller Signature (Date) (Time)	☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

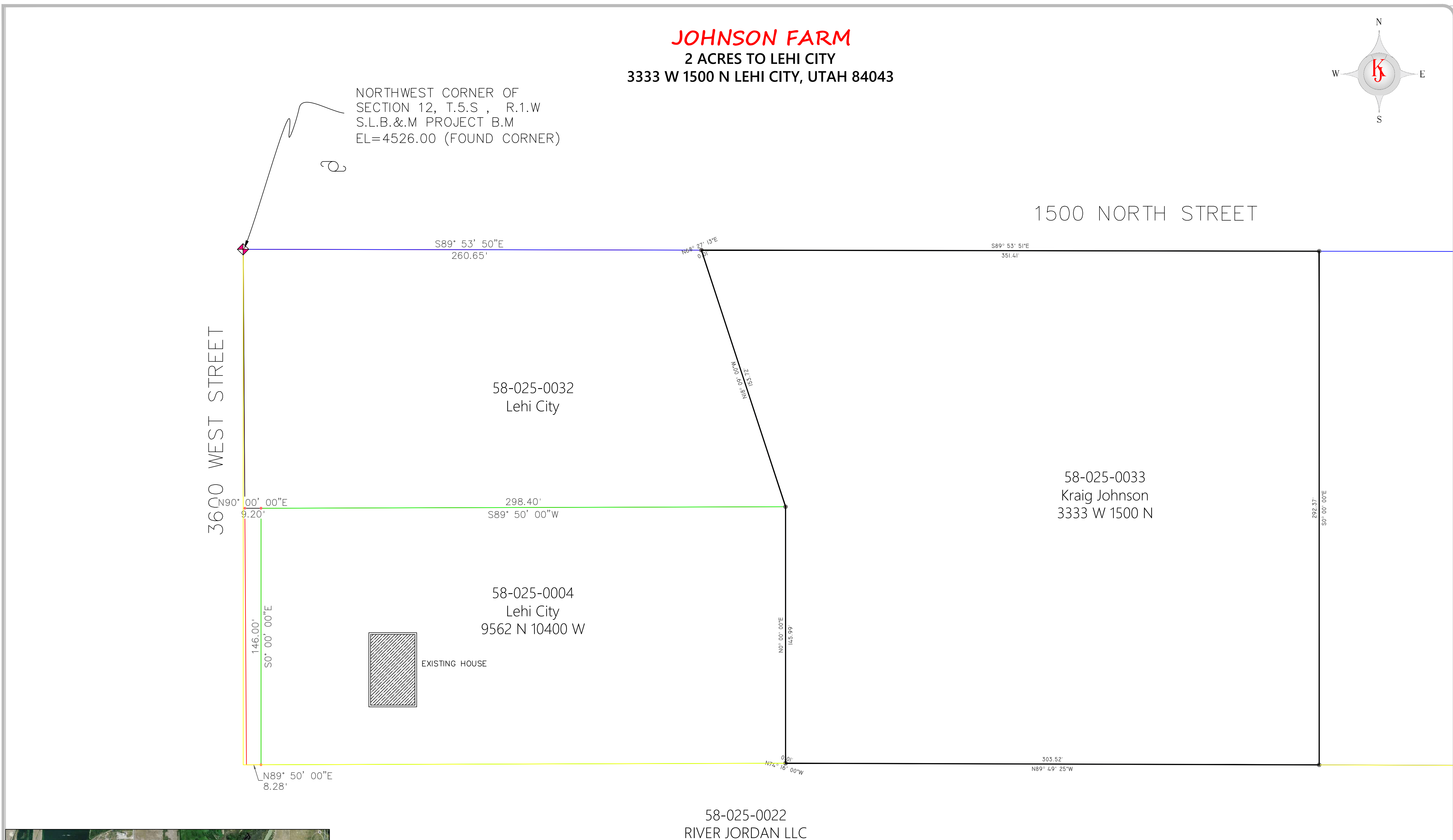
☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. .

(Signature) (Date) (Time)	(Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time)	(Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



LEGAL DESCRIPTION

BEGINNING AT A POINT BEING SOUTH 89°53'50" EAST 260.65 FT FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'51" EAST 351.41 FT; THENCE SOUTH 292.37 FT; THENCE NORTH 89°49'25" WEST 303.52 FT; THENCE NORTH 74°16'00" WEST 0.01 FT; THENCE NORTH 145.99 FT; THENCE NORTH 18°09'00" WEST 153.72 FT; THENCE NORTH 68°27'13" EAST 0.01 FT TO THE POINT OF BEGINNING.

CONTAINS 92178.62 SQUARE FEET OR
2.116 ACRES MORE OR LESS.

JOHNSON FARM

LOCATED IN THE NORTHWEST CORNER
OF SECTION 12
TOWNSHIP 5 SOUTH RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
LEHI CITY, UTAH COUNTY, UTAH

ACKNOWLEDGEMENT

STATE OF UTAH : S.S.
County of Utah :

On this ____ day of _____ A.D., 2018, personally appeared before me, Kraig Johnson, the signer of the above Owner's dedication, who duly acknowledged to me that he is authorized to execute the foregoing owner's certificate.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
RESIDING IN UTAH COUNTY _____

OWNER'S DEDICATION

Known all men by these presents that Kraig Johnson, the owner of the above-described tract of land, having caused the same to be subdivided into two agricultural lots, hereafter known as Johnson Farm East and West, does hereby consent to the recordation of this Subdivision Plat in accordance with the Utah County Records.

LEHI CITY UTAH

PRESENTED TO LEHI CITY THIS ____
DAY OF _____ 20__
AND IT IS HEREBY APPROVED.

DATE	LEHI CITY MAYOR
------	-----------------

Recorded # _____

State of Utah, County of Utah, recorded and filed at the request of

Date _____ Time _____ Book _____ Page _____.

Fee \$ _____ Utah County Recorder

NUMBER _____

ACCOUNT_____

HEET 1

OF 1 SHEETS

NOTE

THIS AREA IS SUBJECT TO THE EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.

LEGEND

- PROPERTY LINE
 SECTIONAL MONUMENT
 PROPERTY CORNER
 STREET MONUMENT

CHIEF BUILDING OFFICIAL

APPROVED THIS _____ DAY OF _____, 20__.

DATE LEHI CITY CHIEF BUILDING OFFICIAL

PLANNING COMMISSION

APPROVED THIS ____ DAY OF
____, 20__ BY THE LEHI CITY
PLANNING COMMISSION.

CHAIRMAN, LEHI CITY PLANNING COMMISSION

LEHI CITY ENGINEER

APPROVED THIS _____ DAY OF _____
A.D., 20__

DATE _____ LEHI CITY ENGINEER _____

LEHI CITY UTAH

PRESENTED TO LEHI CITY THIS ____
DAY OF _____ 20__
AND IT IS HEREBY APPROVED.

DATE	LEHI CITY MAYOR
------	-----------------

Recorded # _____

State of Utah, County of Utah, recorded and filed at the request of

Date _____ Time _____ Book _____ Page _____.

Fee \$ _____ Utah County Recorder

NUMBER _____

ACCOUNT_____

HEET 1

OF 1 SHEETS

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consideration of Resolution #2020-72, approving a Lease Agreement for various vehicles with JPMorgan Chase Bank.

Suggested Action:

Attachments:

[Res 2020-72.docx](#)

[Lehi City Corporation -147095 -Equipment Finance Docs.pdf](#)



RESOLUTION NO. 2020-72

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING A LEASE AGREEMENT FOR VARIOUS VEHICLES WITH JPMORGAN CHASE BANK, N.A.

WHEREAS, Utah state law authorizes the Lehi City Council (“City Council”) to acquire, dispose of and encumber real and person property, including rights and interests in property, leases and easements necessary to the functions or operations of Lehi City;

WHEREAS, Lehi City seeks financing for various vehicles (Vac Truck, Bucket Truck and Power Line Puller) necessary for its operations;

WHEREAS, City selected JPMORGAN CHASE BANK and desires now to enter into a lease agreement for these vehicles;

WHEREAS, on November 10th, 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 a lease agreement for various vehicles with JPMorgan Chase Bank N.A.; 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 Lease Agreement for various vehicles between Lehi City and JPMorgan Chase Bank, N.A. 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 10th day of November, 2020.

LEHI CITY

ATTEST

Mark Johnson, Mayor

Teisha Wilson, City Recorder

EXHIBIT “A”

J.P.Morgan

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, Ohio 43240

October 27, 2020

LEHI CITY CORPORATION
Attn: Dean Lundell
153 NORTH 100 EAST
LEHI, UT 84043-0255

Dear Dean,

Enclosed you will find the documents necessary to complete your transaction with JPMORGAN CHASE BANK, N.A. ("JPM"). These documents have been completed as of and reflect the pricing, terms and conditions of the transaction as of this date. **Please be advised that JPM reserves the right to adjust pricing in order to maintain JPM's anticipated economic return as a result of material adverse changes in money markets and capital markets up to the date of final funding. **Rate and payment schedule is in draft status and will be updated prior to the Funding date with revised documents****

- **Lease Schedule, Schedule A-1, Payment Schedule and Vehicle Schedule Addendum** - These are specific documents for the current financing and detail the Schedule terms and conditions, describe the equipment and state the repayment terms. Please have your Authorized Signer sign and record his/her title on each form.
- **Lease Schedule Addendum (Self Insurance)** – Review, sign and indicate title.
- **Prepayment Schedule Addendum**– This is specific for the current financing and details any additional terms and conditions related to the Schedule. Please have your Authorized Signer sign and record his/her title on the form.
- **Resolution and Declaration of Official Intent** – Your governing board will need to review and approve the financing and the Authorized Signer(s). Please have the Secretary/Clerk of the board certify that the board has met and approved the financing, and that the titles of the Authorized Signer(s) are correct.
- **Certificate of Incumbency** – Please have the Secretary/Clerk of the board certify that the titles and specimen signature(s) of the Authorized Signer(s) are correct.
- **Opinion of Counsel** – Please have your counsel review the documents as soon as possible, and prepare an Opinion of Counsel letter on their letterhead addressed to JPMORGAN CHASE BANK, N.A. A sample of an Opinion of Counsel letter that will satisfy JPMORGAN CHASE BANK, N.A. is enclosed.
- **Proceeds Disbursement Authorization** - Please complete the missing payment information, sign and date, and provide the signer's title where indicated.

- **IRS Form 8038/G/GC** – This form is required for IRS reporting of a tax-exempt financing. Please refer to the instructions when completing the information on the form and have an Authorized Signer sign and date at the bottom. Please refer to www.irs.gov for the most current version of form.
 - **Escrow Agreement, Receipt Certificate/Payment Request Forms (with Instructions) and Escrow Funding Schedule Addendum and Arbitrage Certificate**–These documents establish an agreement with an Escrow Agent if you are acquiring the equipment over a defined and allowable period of time. Please review the Schedule 1 Investment Authorization form and select an investment for the escrowed funds. This will instruct the Escrow Agent where you want the escrowed funds to be invested. The authorized Signer will need to sign and insert his/her title on the Escrow Agreement, and the Escrow Funding Schedule Addendum.
- If you have any questions on your investment options, please contact the Escrow Investment selection please contact: Tony Gomez Tel. (212) 250-6647 Fax (212) 797-8600 Email tony.gomez@db.com**
- **Auto Debit Form** – For payments to be automatically deducted from an existing checking account, please provide the requisite account information and sign.

For funding, please return your lease documents to **JPMORGAN CHASE BANK, N.A., Attn: Meron Gola, 1111 Polaris Parkway, Suite N4 (OH1-1085), Columbus, Ohio 43240.**

We would like to thank you for choosing JPMORGAN CHASE BANK, N.A. to assist with your equipment financing. We appreciate your business and welcome the opportunity to work with you.

PLEASE MAKE A COPY OF THE DOCUMENTS FOR YOUR RECORDS. If you would like to receive a copy of the signature pages post closing, please notify your Documentation Specialist of your request. Your payments will be due **annually** as set forth in the Lease Schedule. You will be receiving an invoice for the above referenced account at:

LEHI CITY CORPORATION
153 N 100 EAST
LEHI, UT 84043

If you decide to enroll in the Automated Bill Payment your payments will be debited **annually** on the due date of your payment, beginning with your first payment. Payments debited will include your normally scheduled payment plus any applicable sales tax and assessments.

If you have any questions, concerns, or if I can be of assistance, please feel free to call me. I can be reached at 1-800-678-2601 or (614) 217-4670 from 8:00 a.m. through 4:30 p.m. ET Monday through Friday. I'll be happy to help you.

Sincerely,

Meron Gola
Documentation Specialist

LEASE SCHEDULE

Dated as of: NOVEMBER 13, 2020

Lease No.: 1000147095

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated November 29, 2019.

- A. EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.
- B. EQUIPMENT LOCATION:** See Attached Schedule A-1
- C. ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
- D. ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.
- E. RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.
- F. RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).
- G. GOVERNMENT REGULATION. ANTI-CORRUPTION.**
- (a) Representations and Warranties Regarding Anti-Corruption Laws and Sanctions.** Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.
- (b) Compliance with Anti-Corruption Laws and Sanctions.** Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.
- (c) Use of Proceeds.** Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(d) Definitions. For the purposes of this Section G, the following terms shall have the following meanings:

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

Equipment/Escrow Acceptance Date: _____, 20____

LEHI CITY CORPORATION

(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price **\$810,000.00**

Net Amount Financed **\$810,000.00**

Equipment Location:

**153 N 100 EAST
LEHI, UT 84043**

Equipment Description:

VARIOUS VEHICLES: VAC TRUCK, BUCKET TRUCK AND POWER LINE PULLER

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **1000147095** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

LEHI CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A
(Lessor)

By: _____

Title: Authorized Officer

Payment Schedule

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **1000147095**

Lease Schedule Dated: **November 13, 2020**

Accrual Date **November 13, 2020**

Amount Financed **\$810,000.00**

Interest Rate **1.2820% per annum**

Taxable Rate **1.5760% per annum**

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	8/1/2021	\$121,287.15	\$7,442.01	\$113,845.14	\$696,154.86	N/A
2	8/1/2022	\$121,287.15	\$8,924.71	\$112,362.44	\$583,792.42	\$601,306.19
3	8/1/2023	\$121,287.15	\$7,484.22	\$113,802.93	\$469,989.49	\$484,089.17
4	8/1/2024	\$121,287.15	\$6,025.27	\$115,261.88	\$354,727.61	\$365,369.44
5	8/1/2025	\$121,287.15	\$4,547.61	\$116,739.54	\$237,988.07	\$245,127.71
6	8/1/2026	\$121,287.15	\$3,051.01	\$118,236.14	\$119,751.93	\$123,344.49
7	8/1/2027	\$121,287.15	\$1,535.22	\$119,751.93	\$0.00	\$0.00
		\$849,010.05	\$39,010.05	\$810,000.00		

LEHI CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

VEHICLE SCHEDULE ADDENDUM

Dated As of: **NOVEMBER 13, 2020**

Lease Schedule No: **1000147095**

Lessee: **LEHI CITY CORPORATION**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:
 - (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;
 - (b) the public liability insurance required by the terms of clauses (b) of Section 14.1 of the Master Lease shall be in an amount not less than \$1,000,000.00 combined single limit per unit per occurrence. Physical damage should not be less than the replacement cost coverage for the equipment identified on the Schedule A-1;
 - (c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and
 - (d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder, listed at address below and Lessee as owner.

Lessor's Address:
JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, Ohio 43240

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

LEHI CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

LEASE SCHEDULE ADDENDUM
(Self Insurance)

Lessee: LEHI CITY CORPORATION

Lease Schedule No: 1000147095

Reference is made to the above Lease Schedule as amended ("Schedule") and to the Master Lease-Purchase Agreement identified therein as amended ("Master Lease"), both of which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). In this Addendum: "Lease" means the Schedule and the Master Lease to the extent that it relates to the Schedule; and "Equipment" means the property described in the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. CASUALTY LOSS. Notwithstanding anything to the contrary in Section 14 of the Master Lease, Lessor agrees that Lessee may self-insure against risk of casualty loss of or physical damage to the Equipment; provided, that (i) proceeds of such insurance are payable to Lessor as lender loss payee and (ii) upon written notice from Lessor to Lessee, Lessee agrees to secure and maintain commercial insurance against such risks to the Equipment as otherwise required by the Master Lease if an event of default has occurred and is continuing under the Master Lease.

2. THIRD PARTY LIABILITY. Notwithstanding anything to the contrary in Section 14 of the Master Lease, Lessor agrees that Lessee may self-insure against risk of injuries to persons and damage to property of others relating in any way to any Equipment; provided, that upon written notice from Lessor to Lessee, Lessee agrees to secure and maintain commercial insurance against such risks as otherwise required by the Master Lease if an event of default has occurred and is continuing under the Master Lease.

3. COMPLIANCE WITH LAW; ACTUARIALLY SOUND BASIS. Lessee agrees that its self insurance arrangements as described herein shall comply with applicable State law related thereto or, if there is no State law applicable to such self insurance arrangements, then Lessee's self insurance arrangements shall be maintained on an actuarially sound basis.

4. GENERAL. Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date of the Schedule first referenced above.

LEHI CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

PREPAYMENT SCHEDULE ADDENDUM
(Lockout Period)

Dated as of: **NOVEMBER 13, 2020**

Lease Schedule No.: **1000147095**

Lessee: **LEHI CITY CORPORATION**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary herein or the Lease, Lessee and Lessor agree that Lessee shall not exercise its prepayment or early purchase rights under the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule) or this Addendum prior to the end of the Lock-Out Period specified below.

Lock-Out Period: the first 12 months of the Lease Term of the Schedule

2. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease **and** so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period") **and** so long as the above Lock-Out Period has expired, Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.
3. The parties acknowledge that the Termination Value column of the Payment Schedule to the Schedule is included solely for purposes of the calculations required by Section 13.3 of the Master Lease (casualty loss of Equipment), Section 14.1 of the Master Lease (required amount of casualty loss insurance) and Subsection 20(c) of the Master Lease (post-default remedies of Lessor) and said Termination Value column does not negate the restrictions on purchase options or voluntary prepayment in paragraphs 1 and 2 of this Addendum.
4. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

LEHI CITY CORPORATION
(Lessee)

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

By: _____

Title: _____

Title: Authorized Officer

RESOLUTION AND DECLARATION OF OFFICIAL INTENT

Lessee: LEHI CITY CORPORATION

Principal Amount Expected To Be Financed: \$810,000.00

WHEREAS, the above Lessee is a political subdivision of the State in which Lessee is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description Of Property: See Attached Schedule A-1

WHEREAS, JPMorgan Chase Bank, N.A. ("Lessor") is expected to act as the lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

SECTION 1. Either one of the (insert title) _____ **OR** the (insert title) _____ (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

SECTION 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

SECTION 4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

SECTION 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 6. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 20__.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Dated: **NOVEMBER 13, 2020**

Lease Schedule No: 1000147095

Lessee: **LEHI CITY CORPORATION**

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature

Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

NOTE: In case the Secretary/Clerk is also the authorized representative that executes a Lease-Purchase Agreement / documents by the above incumbency, this certificate must also be signed by a second officer.

Print Name: _____ Signature: _____

Title: _____

FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationery)

Date: **NOVEMBER 13, 2020**

Lessee: **LEHI CITY CORPORATION**

Lessor: **JPMORGAN CHASE BANK, N.A.**

Re: Lease Schedule No. **1000147095** dated **November 13, 2020** together with its Master Lease-Purchase Agreement dated as of **November 29, 2019** by and between the above-named Lessee and the above-named Lessor and the Escrow Agreement dated **November 13, 2020** relating to the foregoing.

Sir/Madam:

I have acted as counsel to Lessee with respect to the Lease Schedule and its Addenda, the Master Lease-Purchase Agreement and its Addenda, and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of **UT** (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

PROCEEDS DISBURSEMENT AUTHORIZATION

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, Ohio 43240

Date: **November 13, 2020**

Re: Disbursements Of Proceeds Under The MASTER LEASE PURCHASE AGREEMENT Referred To Below

Reference is made to that certain Master Lease Purchase Agreement dated November 29, 2019 between **LEHI CITY CORPORATION**, ("Lessee") and **JPMORGAN CHASE BANK, N.A.** (the "Lessor") and it's lease schedule (**1000147095**) dated **November 13, 2020**.

I hereby instruct you and authorize you to disburse **\$810,000.00** to the account number(s) as specified below:

Payee #1

Wire:

Name of Bank:	<u>Deutsche Bank Trust Company Americas</u>
ABA No.:	<u>021001033</u>
Account Number:	<u>01419647</u>
Account Name:	<u>Deutsche Bank Trust Company Americas</u>
Amount:	<u>\$810,000.00</u>
Re:	<u>Escrow Deposit</u>

By signing below, Lessee authorizes Lessor to issue checks or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's counsel, and making other disbursements in connection with the lease transaction per the terms of the lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance therewith. In the event of any conflict with any other instruction set forth herein, the ABA # and Account # shall control.

IN WITNESS WHEREOF, the Lessee has caused this Proceeds Disbursement Authorization to be executed as of the day and year first above written.

LEHI CITY CORPORATION
(Lessee)

By: _____

Title: _____

ESCROW AGREEMENT
(Gross Fund-Earnings to Lessee)

Dated as of: **November 13, 2020**

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee identified below ("Lessee") and JPMorgan Chase Bank, N.A. ("Lessor"). As used herein, "Party" shall mean any of Lessee, Lessor or Escrow Agent, and "Parties" shall mean all of Lessee, Lessor and Escrow Agent. The Parties hereby authorize the Escrow Agent to act as escrow agent hereunder. All references to Escrow Agent shall mean Deutsche Bank Trust Company Americas in its capacity as escrow agent only, and all references to Lessor shall mean JPMorgan Chase Bank, N.A. in its capacity as lessor only.

Escrow Agent: Deutsche Bank Trust Company Americas

Lessee: **LEHI CITY CORPORATION**

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

1.01 Lessor and Lessee have entered into the Lease identified below whereby Lessor has agreed to lease and sell certain property generally described in the attached Schedule A-1 (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between Lessee and Lessor, in connection herewith, if any, including without limitation the Lease, nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any such obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. In the event of any conflict between the terms and provisions of this Agreement, those of the Lease, any schedule or exhibit attached to the Agreement, or any other agreement among the Parties, the terms and conditions of this Agreement shall control.

Lease Schedule No. 1000147095

1.03 **LESSOR'S DEPOSIT: \$810,000.00** Lessor shall pay or cause to be paid to the Escrow Agent the amount of the Lessor's Deposit. The date that the Lessor's Deposit is paid to the Escrow Agent shall be referred to as the "Lessor's Deposit Date". Escrow Agent shall credit the Lessor's Deposit to the Equipment Acquisition Fund established in Section 2 hereof on the Lessor's Deposit Date. To the extent that the purchase price of the Equipment exceeds the Lessor's Deposit, Lessee shall either notify Escrow Agent and then deposit with Escrow Agent funds which will be credited to the Equipment Acquisition Fund and used to pay the balance of the purchase price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04 **FUNDING EXPIRATION DATE: May 13, 2022** ("Funding Expiration Date"). Lessee and Lessor agree that all Equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date.

1.05 Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the supplier, the purchase price and the estimated delivery dates.

1.06 Subject to such control by Lessee and Lessor as is provided herein, Lessor and Lessee agree to appoint the Escrow Agent and the Escrow Agent accepts such appointment to receive, hold, invest and disburse the moneys deposited with the Escrow Agent as described in this Agreement. The Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor under the Lease or of any supplier with respect to any Equipment by reason of anything contained in this Agreement. Escrow

Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied. Any funds in the Equipment Acquisition Fund not needed to pay the purchase price of Equipment will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all Parties.

1.08 Each of the Parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the Parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written.

SECTION 2. EQUIPMENT ACQUISITION FUND.

2.01 The Escrow Agent's sole responsibility prior to the Lessor's Deposit Date shall be to establish an escrow account designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"). Escrow Agent shall keep such funds deposited into the escrow account separate and apart from all other funds and money held by it, and shall administer such funds as provided in this Agreement. Escrow Agent's rights and responsibilities under this Agreement, other than establishment of the Equipment Acquisition Fund, shall begin on the Lessor's Deposit Date, which may be on or after the date of this Agreement.

2.02 The Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund on the Lessor's Deposit Date and shall be used to pay the balance of the purchase price of each item of Equipment subject to the Lease. The Escrow Agent shall pay to the suppliers of the Equipment the payment amounts then due and payable with respect thereto upon receipt of a written request executed by an Authorized Representative (as defined in Section 7) of the Lessor, delivered to the Escrow Agent in accordance with Section 9.02, and after the Escrow Agent has satisfied any applicable security procedures as required by Section 7. The written request will specify the supplier/beneficiary, its address or wire instructions and the applicable portion of the Equipment Acquisition Fund to be paid (the "Receipt Certificate/Payment Request"). As between Lessee and Lessor only, Lessee agrees that it will submit to Lessor for Lessor's signature a Receipt Certificate/Payment Request that has been executed by Lessee together with (a) the suppliers' invoices specifying the applicable portion of the purchase price of the items of Equipment described in said Receipt Certificate, (b) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder, and (c) any other documents required by the Lease, and Lessee agrees that Lessor shall not be obligated to execute any such Receipt Certificate until all of the foregoing have been submitted to Lessor.

2.03 If an Authorized Representative of the Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall immediately remit to Lessor the remaining balance of the Equipment Acquisition Fund. After its receipt of a notice of an event of default under the Lease, the Escrow Agent shall comply with all written instructions from an Authorized Representative of Lessor without further consent from Lessee or any other person. After its receipt of a notice of an event of default under the Lease, the Escrow Agent shall not accept or act upon any instruction from Lessee nor shall it permit any distribution or release of any part of the Equipment Acquisition Fund without written authorization from an Authorized Representative of the Lessor.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as defined below), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal and interest portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means written notification by an Authorized Representative of the Lessor to the Escrow Agent of the Lessor's receipt of the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the remaining balance in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the interest earnings on the Equipment Acquisition Fund as set forth in Section 2.04 above.

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

2.07 This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it hereunder, subject to the provisions of Section 4.

SECTION 3. MONEY IN EQUIPMENT ACQUISITIONS FUND; INVESTMENT.

3.01 The money and investments held by the Escrow Agent under this Agreement are irrevocably held in escrow for the benefit of Lessee and Lessor, and such money, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to any security interest or lien, by or for the benefit of any creditor of either Lessee or Lessor; provided, that the money and investments held by the Escrow Agent under this Agreement shall be subject to the security interests provided in Sections 3.07 and 4.03 hereof and further shall be subject to Section 12.04.

3.02 Money held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent at the written direction executed by an Authorized Representative of Lessee in Qualified Investments (as defined below). Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving consideration for the time at which funds are required to be available. No investment instruction shall be given that would cause the Agreement to be deemed an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

3.03 The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Equipment Acquisition Fund. Lessee acknowledges and agrees that all investments made pursuant to this section shall be for the account and risk of Lessee and any losses associated with investments shall be borne solely by Lessee. Escrow Agent shall from time to time invest and reinvest the funds held in the Equipment Acquisition Fund account, as and when instructed by an Authorized Representative of Lessee, in writing, in any one or more of the following (hereinafter, "Qualified Investments"): (a) obligations of the United States of America or any agency created thereby; (b) general obligations of any State of the United States of America; (c) general obligations of any political subdivision of a State of the United States of America, if such obligations are rated by at least two recognized rating services as at least AA; (d) certificates of deposit of any national bank or banks (including, if applicable, Escrow Agent or an affiliate of Escrow Agent) insured by the Federal Deposit Insurance Corporation (FDIC) with a net worth in excess of \$100,000,000.00 ("Acceptable Bank"); (e) obligations of State or Municipal Public Housing Authorities chartered by the United States of America and guaranteed by the United States of America; (f) demand interest bearing accounts of Escrow Agent or an affiliate of Escrow Agent if Escrow Agent or an affiliate of Escrow Agent is an Acceptable Bank; (g) money market funds whose assets are solely invested in obligations listed in (a) through (f) above, including repurchase agreements secured by such obligations and which money market funds are rated in either of the two highest categories of any Rating Agency at the time of purchase, including, without limitation, the Deutsche Bank Trust Company Americas Funds, or any other mutual fund for which the Escrow Agent or an affiliate of the Escrow Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (1) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such funds for services rendered, (2) the Escrow Agent charges and collects fees for services rendered pursuant to this Agreement, which fees are, separate from the fees received from such funds and (3) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Escrow Agent or its affiliates; and (h) any other obligations approved in writing by Lessor. Unless otherwise directed in writing by an Authorized Representative of the Lessee, the Escrow Agent shall invest the Equipment Acquisition Fund, including all income earnings, as selected by the Lessee on schedule 1 hereto ("Schedule 1") upon the execution of this Agreement. In the event that no election is made by an Authorized Representative of Lessee by the Lessor's Deposit Date, Escrow Agent shall invest the Equipment Acquisition Fund in an investment available through the Escrow Agent's Trust Platform or in an interest bearing account that the Escrow Agent has agreed to and upon written direction to the Escrow Agent.

3.04 If any of the above-described Qualified Investments are **not** legal investments of Lessee, then an Authorized Representative of the Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with direction to invest funds in accordance with Section 3.03. It is the sole responsibility of the Lessee to ascertain that all investments comply with all applicable federal, state, and local laws, statutes, and policies.

3.05 The Escrow Agent shall, without further direction, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

3.06 The Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with this Section. Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any Qualified Investment furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. The Escrow Agent has no responsibility whatsoever to determine the market or other value of any Qualified Investment and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of a Qualified Investment.

3.07 Lessee hereby grants Lessor a security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Agreement and any agreement, contract or instrument related to the Lease or this Agreement. Lessee represents and warrants to Lessor that the money and investments held by the Escrow Agent under this Agreement are free and clear of any liens, security interests or encumbrances other than the security interests created under this Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by the Escrow Agent under this Agreement subject to such security interest created by Lessee as bailee for Lessor; provided, that Escrow Agent's security interest in such money and investments as created under Section 4.03 hereof shall be superior to Lessor's security interest therein. It is understood that Escrow Agent has no responsibility with respect to the validity or perfection of the security interest other than to act in accordance with the terms of this Agreement.

SECTION 4. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

4.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine and to have been signed by an Authorized Representative of the applicable Party or Parties; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to either Party. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein.

4.02 Lessee and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent and that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 4.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.03 Lessee and Lessor hereby grant Escrow Agent a first priority security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the costs and expenses of the foregoing of Section 4.02 and for any other expenses, costs, fees or charges of any character or nature which may be incurred by the Escrow Agent (including reasonable attorneys' fees and court costs) relating to any suit (interpleader or otherwise) or other dispute arising between Lessee and Lessor as to the correct interpretation of the Lease, this Agreement or any instructions given to the Escrow Agent hereunder, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said expenses, costs, fees and charges shall be fully paid.

4.04 Except as otherwise provided in accordance with Section 2.03 above, if Lessee or Lessor disagree about the interpretation of the Lease or this Agreement, about their rights and obligations under the Lease or this Agreement, or about the propriety of any action contemplated by the Escrow Agent hereunder, then the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Lessee and Lessor shall pay all costs, including reasonable attorneys' fees, in connection with such action. Unless the Escrow Agent has received a notice of an event of default under the Lease in accordance with Section 2.03 above, if Escrow Agent receives conflicting instructions from the Parties, the Escrow Agent shall be entitled and fully protected in (a) suspending all or any part of its activities under this Agreement until it shall be given a joint written direction executed by Authorized Representatives of the Parties which eliminates such conflict or by a final court order or (b) file an action in interpleader. Lessor and Lessee agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same.

4.05 Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents.

4.06 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

SECTION 5. CHANGE OF ESCROW AGENT.

5.01 Upon agreement of the parties hereto, a national banking association or a state bank having capital (exclusive of borrowed capital) and surplus of at least \$10,000,000.00, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent all of its rights under this Agreement.

5.02 The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving thirty (30) calendar days' prior written notice of such resignation to the Lessee and Lessor. The Lessee and Lessor may remove the Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to the Escrow Agent. Upon such notice, a successor escrow agent shall be appointed by the Lessor and Lessee, who shall provide written notice of such to the resigning Escrow Agent. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. If the Lessor and Lessee are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent may, in its sole discretion, deliver the Equipment Acquisition Fund to the Lessor at the address provided herein or may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including its attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by the Lessee and Lessor. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor Escrow Agent, less the Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent to be paid from any interest earned in respect of the Escrow Property, or hold any interest earned in respect of the Escrow Property (or any portion thereof), pending distribution, until all such fees, costs and expenses or other obligations are paid. Upon its resignation and delivery of the Escrow Property as set forth in this Section, the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Property or this Agreement.

5.03 The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, to hold title to property or to take any other action which may be desirable or necessary hereunder.

5.04 Any corporation, association or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business to any corporation, association or other entity resulting from any such conversion, sale, merger consolidation or other transfer to which it is a party, ipso facto, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

SECTION 6. ADMINISTRATIVE PROVISIONS.

6.01 The Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

6.02 This Agreement shall be construed and governed in accordance with the laws of the State where Lessee is located. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State where the Lessee is located. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity.

6.03 The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations. Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

6.04 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act. Specifically, the term "Lessor" as used herein means any person or entity to whom Lessor has assigned its right to receive Rent Payments under the Lease and any other payments due to Lessor hereunder from and after the date when a written notice of such assignment is filed with the Escrow Agent. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party; unless the assignment is to JPMorgan Chase & Co., then consent will not be required.

6.05 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement. Except as expressly provided in Section 4 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Equipment Acquisition Fund or this Agreement.

6.06 All signatures of the Parties to this Agreement may be transmitted by a Portable Document Format ("PDF"), and PDF will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.

SECTION 7. SECURITY PROCEDURES.

In the event funds transfer instructions are given (whether in writing or by PDF), executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of their designated persons as set forth in Schedule 2 (each an "Authorized Representative"), and delivered to the Escrow Agent in accordance with Section 9.02, the undersigned is authorized to certify that the signatories on Schedule 2 are specimen signatures of each of their respective Authorized Representatives. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Lessee or Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Lessor and Lessee acknowledge that these security procedures are commercially reasonable.

SECTION 8. ESCROW AGENT FEES.

\$1,500 ("Administration Fee"). As compensation for Escrow Agent's services hereunder, Lessee agrees to pay Escrow Agent the above Administration Fee. If the Administration Fee is payable by Lessee, then Lessee authorizes Escrow Agent either to deduct said Administration Fee from the interest and earnings otherwise payable to Lessee under this Agreement or to bill and collect said Administration Fee at any time. In addition, Lessee agrees to reimburse Escrow Agent for its reasonable out-of-pocket costs and expenses and any extraordinary fees and expenses for performing its obligations hereunder (including, but not limited to, attorney's fees and expenses) and to pay all other amounts expressly due and payable to Escrow Agent hereunder. The Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by the Escrow Agent, including but not limited to, transactions, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

SECTION 9. NOTICES.

9.01 Notwithstanding anything to the contrary as set forth Section 9.02, any notices and demands under or related to this document shall be in writing and delivered to the intended Party at its address stated herein. Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid, and (e) upon receipt if delivered by confirmed facsimile. "Delivery Day" means a day other than a Saturday, a Sunday, or any

other day on which national banking associations are authorized to be closed. Any Party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

9.02 Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to any such funds transfer instructions that may otherwise be set forth in a written instruction permitted pursuant to Section 2 of this Agreement, shall be given to the Escrow Agent in writing, be executed by an Authorized Representative and sent as a PDF attached to an email only. No instruction for or related to the transfer or distribution of the Equipment Acquisition Fund shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Delivery Day as a PDF attached to an email only at the email address set forth in this Section 9.02 and as evidenced by a confirmed transmittal to the Party's or Parties email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. The Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Equipment Acquisition Fund if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of the Escrow Agent. The Lessor and Lessee acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and the Parties hereby expressly assume such risks.

Notices shall be addressed as follows:

- (i) If to the Lessee:
LEHI CITY CORPORATION
153 N 100 EAST
LEHI, UT 84043
Attn: Dean Lundell
Telephone: 385-201-2289
Email: slundell@lehi-ut.gov
- (ii) If to the Lessor:
JPMORGAN CHASE BANK, N.A.
1111 POLARIS PARKWAY, SUITE 4N
MAIL CODE OH1-1085
COLUMBUS, OHIO 43240
Attention: GNPH Operations Manager
Email: cefi.escrow.disbursement.request@jpmchase.com
- (iii) If to the Escrow Agent:
DEUTSCHE BANK TRUST COMPANY AMERICAS
60 WALL STREET, 16th Floor
NEW YORK, NY 10005
Attn: DBNY MP Escrow
Telephone: 212-250-6647
Email: dbny-mpescrow@list.db.com

SECTION 10. FORCE MAJEURE.

Notwithstanding any other provision of this Agreement, no Party to this Agreement is liable to any other Party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures, or other causes reasonably beyond its control.

SECTION 11. JURY WAIVER.

ALL PARTIES TO THIS AGREEMENT WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER CLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT.

SECTION 12. MISCELLANEOUS.

12.01 **Patriot Act Section 326 Customer Identification Program.** In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), the Escrow Agent are required to obtain, verify, record and update certain information relating to individuals and

entities which maintain a business relationship with the Escrow Agent. Accordingly, each of the parties agree to provide to the Escrow Agent, upon their request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law.

12.02 Taxpayer Identification Numbers ("TINs"). The other Parties have provided the Escrow Agent with their respective fully executed Internal Revenue Service ("IRS") Form W-8, or W-9 and/or other required documentation. The other Parties each represent that its correct TIN assigned by the IRS, or any other taxing authority, is set forth in the delivered forms.

12.03 Tax Reporting. All interest or other income earned under the Agreement shall be allocated to the Lessee and reported by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Equipment Acquisition Fund by the Lessee whether or not said income has been distributed during such year. The Lessor and Lessee hereby represent to the Escrow Agent that no other tax reporting of any kind is required given the underlying transaction giving rise to this Agreement. Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding, in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities.

12.04 Court Orders. In the event that any of the Equipment Acquisition Fund shall be attached, garnished, levied upon, or otherwise be subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

Section 13. Use of Electronic Records and Signatures by Escrow Agent

- (a) Notwithstanding any other provision of this Agreement, in such format and delivered in such manner as Lessor may specify, this Agreement, and any notice, consent, amendment, communication, or other document or information provided for herein or related to the Escrow Agreement (collectively, "Documents"), including without limitation any Document required to be written or in writing, may be in the form of an electronic record ("Electronic Record"). Electronic Records and "Electronic Signatures" (as that term is defined under the New York Electronic Signatures and Records Act, N.Y. Laws STT - State Technology Article 3, and, to the extent applicable, the federal ESIGN Act, 15 U.S.C. § 7001 et seq.) may be used by Escrow Agent in place of written documents and handwritten signatures. Any Document may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are Electronic Records and executed by Escrow Agent using Electronic Signatures. Each executed counterpart shall be deemed an original, and all such counterparts shall constitute one and the same Document.
- (b) Notwithstanding any other provision of the Escrow Agreement, Electronic Records may be sent electronically by Lessor to Escrow Agent by sending the Electronic Record to Escrow Agent's Authorized Email Address as an attachment to an email. In the absence of actual notice of non-delivery received by the sender, and except as otherwise expressly required by applicable law, an Electronic Record sent electronically pursuant to the Escrow Agreement shall be deemed given when the Electronic Record is sent and shall constitute notice of the Electronic Record. As used in this subparagraph, "Authorized Email Address" means any email address Escrow Agent provides to Lessor as Escrow Agent's email address or the email address of Escrow Agent's authorized representative, including as provided in any authorization or certification provided by Escrow Agent to Lessor.
- (c) Lessor and Lessee will accept Electronic Signatures from Escrow Agent generated only through the electronic signature platform of DocuSign, Inc. ("DocuSign"). Any Document consisting of an Electronic Record bearing Electronic Signatures executed through DocuSign (an "Electronically Signed Document") must, when viewed in a PDF viewer, produce a signature panel evidencing the document has not been modified since the signature was applied ("Signature Panel") and must include a certificate of completion providing details about each signer on the document, which may include the signer's IP address, email address, signature image and timestamp ("Certificate of Completion"). In choosing not to use (or, in the case of encryption, not having the

capability to use) any one or more security features of DocuSign, Escrow Agent accepts the risks associated with not using such security measures. Escrow Agent shall be liable for any loss or costs suffered by Lessor or Lessee as a result of not using such security measures. Any Electronically Signed Document that (i) contains the Certificate of Completion and (ii) shows that the email address of the signer contained in the Certificate of Completion is an Authorized Email Address previously provided to Lessor by Escrow Agent (or Lessor has otherwise received a verification email from such Authorized Email Address) for an Authorized Signer (defined below), is prima-facie evidence of it having been executed by the person whose electronic signature appears thereon, regardless of the appearance or form of such electronic signature. Escrow Agent agrees that an Electronically Signed Document shall be deemed to have the same effect as an original Document manually signed by an Authorized Signer.

- (d) Lessor and Lessee will accept delivery from Escrow Agent of Electronically Signed Documents (i) which conform to the parties' negotiated and agreed terms and the requirements herein, and (ii) which were created and sent by Escrow Agent acting on Lessor's behalf as its designated custodian solely for purposes of Section 9-105 of the Uniform Commercial Code ("Designated Custodian") until receipt of delivery by Lessor of the Document. Lessor, Lessee and Escrow Agent agree that the copy of an Electronically Signed Document received by Lessor from Escrow Agent is the authoritative electronic copy of such Electronic Record (each an "Authoritative Copy"). Notwithstanding anything to the contrary herein, Lessor shall have the right to reject for any reason any Electronically Signed Document received from Escrow Agent, including by way of example and not limitation, any failure of such Document to conform as provided herein, and may require Escrow Agent to execute and deliver such Document on paper. Upon receipt and acceptance of the executed Authoritative Copy by Lessor, Escrow Agent shall decommission, permanently mark as a copy that it is not the Authoritative Copy, or otherwise render inactive or inaccessible all copies of the Documents held by Escrow Agent as Designated Custodian and certify the same as part of the transmittal to Lessor.
- (e) At the Lessor's option, an Authoritative Copy of the Document may be converted to paper and marked as the original by the Lessor (each a "Paper Original"). In the event the Authoritative Copy is converted to a Paper Original, the parties hereto acknowledge and agree that:
- a. the electronic signing of the Document also constitutes issuance and delivery of the Paper Original,
 - b. the Electronic Signature(s) associated with the Document, when affixed to the Paper Original, constitutes legally valid and binding signatures on the Paper Original, and
 - c. the Escrow Agent's obligations will be evidenced by the Paper Original after such conversion.
- (f) Escrow Agent will separately provide Lessor with documentation (i) showing or certifying the authority of its authorized signers ("Authorized Signers") to sign documents on behalf of Escrow Agent and (ii) containing the correct name, Authorized Email Address, and telephone numbers for each Authorized Signer ("Authority Documents"). Escrow Agent represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Escrow Agent will promptly notify Lessor if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. Lessor is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. The Lessor has no obligation to verify whether the Electronic Signature for any Authorized Signer in an Electronically Signed Document matches the specimen signature held by the Lessor, the name, or other information or characteristic of the Authorized Signer, or otherwise verify in any way that the Electronically Signed Document was actually executed by that Authorized Signer.
- (g) Escrow Agent represents and warrants on a continuous basis that (i) Electronically Signed Documents shall be deemed to have the same effect as an original document manually signed by an Authorized Signer; and (ii) each Electronically Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law and, to the extent relevant, the Escrow Agent's organizational documents; (iii) each Electronically Signed Document constitutes a valid, legal, enforceable and binding obligation of the Escrow Agent; and (iv) each Electronically Signed Document consisting the Document was created and delivered by Escrow Agent to Lessor in Escrow Agent's capacity as Designated Custodian. The Escrow Agent acknowledges that the Lessor and Lessee has relied on the foregoing representations and warranties when accepting Electronically Signed Documents. The Escrow Agent confirms that each

Electronically Signed Document constitutes an Electronic Record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form. The Escrow Agent represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.

- (h) Lessor assumes no responsibility or liability arising from the transmission, treatment or storage of any data by any e-signature platform, including, without limitation, any personal data. In consideration of the Lessor and Lessee accepting Electronically Signed Documents, the Escrow Agent indemnifies and holds the Lessor and Lessee, and their agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the Lessor's or Lessee's reliance on this Agreement or on an Electronically Signed Document executed on behalf of the Escrow Agent.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have executed this Agreement.

LEHI CITY CORPORATION

(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

DEUTSCHE BANK TRUST COMPANY AMERICAS, as

escrow agent

(Escrow Agent)

By: _____

Title: _____

DEUTSCHE BANK TRUST COMPANY AMERICAS, as

escrow agent

(Escrow Agent)

By: _____

Title: _____

Attachments: **Schedule 1 (Investment Authorization)**

Schedule 2 (Name/telephone # of call-back person(s) designated by Section 7 above)

Schedule 1

Investment Authorization

Lessee: **LEHI CITY CORPORATION**

Lease No.: **1000147095**

Investment: **SELECT QUALIFIED INVESTMENT BELOW**

☐ During the term of this Agreement, the Equipment Acquisition Fund shall remain in a Non-Interest Bearing Account.

☐ A money market mutual fund, including without limitation a JPMorgan Money Market Mutual Fund (collectively, "MMMF"), as selected by Lessee below.

Check One (if the money market mutual fund option is selected above):

- ☐ JPMorgan 100% U.S. Treasury Securities Money Market Fund (675)
- ☐ JPMorgan U.S. Government Money Market Fund Morgan Shares (3916)
- ☐ JPMorgan U.S. Treasury Plus Money Market Fund Morgan Shares (3919)
- ☐ JPMorgan Federal Money Market Fund Morgan Shares (353)
- ☐ JPMorgan 100% U.S. Treasury Money Market Fund Morgan Shares (677)
- ☐ JPMorgan Tax Free Money Market Fund Morgan Shares (2)
- ☐ Federated U.S. Treasury Cash Reserves Money Market Fund Institutional Service Shares (632)
- ☐ Federated Government Obligations Tax-Managed Money Market Fund Institutional Service Shares (637)
- ☐ Federated Treasury Obligations Money Market Fund Institutional Service Shares (398)
- ☐ Federated Government Obligations Money Market Fund Institutional Service Shares (395)

Notes related to MMMFs:

- 1) An investment in any of the above investment options is subject to the availability of such money market mutual fund. If the selected investment is not available at the present time you will be contacted by a Deutsche Bank Trust Company Americas representative.
- 2) Each investment instrument above has a rating not lower than the highest rating category from both Standard & Poor's and Moody's.
- 3) Lessee acknowledges that an affiliate of Escrow Agent, Deutsche Bank Trust Company Americas, serves as investment manager for the selected MMMF and receives fees from the invested funds for services rendered separate from the fees for services rendered by Escrow Agent as further provided within this Agreement. MMMFs have rates of compensation that may vary from time to time based upon market conditions. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with Section 3 of the Agreement.
- 4) The Lessee, hereby acknowledges and confirms that it makes its own investment decisions and has not been offered any advice or recommendation on investing in any MMMF and if selected above, is based upon Lessee's independent review of prospectuses previously delivered to Lessee. The Lessee recognizes and agrees that the Escrow Agent has not and will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Equipment Acquisition Fund account or the purchase, sale, retention or other disposition of any Qualified Investment.
- 5) Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any MMMF furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Lessee and Lessor. Escrow Agent has no responsibility whatsoever to determine the market or other value of any MMMF or other non-cash Qualified Investments and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of an MMMF or such Qualified Investments.
- 6) **SHAREHOLDER SERVICES FEES:** Lessee acknowledges that the Fund is authorized to make payments from its

management fee or any other source available to parties such as banks or broker-dealers ("Service Organizations") that provide shareholder support services to the Fund and that Service Organizations currently are compensated at a rate of up to the Maximum Rate of .50% annually of the average net assets of each Fund with respect to which they provide or have provided shareholder support services. Lessee further acknowledges that Deutsche Bank Trust Company Americas is a Service Organization and is paid, and hereby consents to such payment, by the Fund up to the Maximum Rate annually of the average daily balance of the Account invested in the Fund for shareholder support services rendered to the Fund by Deutsche Bank Trust Company Americas, which services may include, without limitation, answering client's inquiries regarding the Fund, assistance to clients in changing dividend options, account designations and addresses, processing purchase and redemption transactions, providing periodic statements showing a client's account balance and the integration of such statement with other transactions, arranging for Deutsche Bank Trust Company Americas wires, and providing such other information and services as the Fund's distributor or Lessee reasonably may request. Lessee further acknowledges that the Fund may purchase securities from or through Deutsche Bank Trust Company Americas or its affiliates, may engage in repurchase transactions with Deutsche Bank Trust Company Americas or its affiliates, may place funds on deposit in accounts with Deutsche Bank Trust Company Americas or its affiliates and receive interest income thereon and may obtain other services from Deutsche Bank Trust Company Americas for which Deutsche Bank Trust Company Americas is paid a fee.

This investment authorization and direction will remain in effect until and unless expressly revoked or superseded in writing and shall specify the type and identity of the investments to be purchased and/or sold.

SCHEDULE 2

Telephone Number(s) and Signature(s) for Person(s) Designated to Give Funds Transfer Instructions

If from Lessee:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

If from Lessor:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.	Stacey R. Roth	614-213-1537	(Standing Signature on File)
2.	Mary Heubach	614-213-1557	(Standing Signature on File)
3.	Anastasia L. McClellan	614-213-4876	(Standing Signature on File)
4.	Terri E. Sayers	614-213-4521	(Standing Signature on File)
5.	Cherie L. Oliveto	614-213-3246	(Standing Signature on File)
6.	Mary T. Short	614-213-4881	(Standing Signature on File)
7.	Kris Hewitt	614-213-8581	(Standing Signature on File)
8.	Kelsey A. Bruck	614-213-9516	(Standing Signature on File)
9.	Meron Gola	614-217-4670	(Standing Signature on File)
10.	Teri L. Fancelli	614-213-2270	(Standing Signature on File)
11.	Ruhe, Nathaniel J.	614-213-3859	(Standing Signature on File)
12.	Mullennix, Debbie J.	614-213-5797	(Standing Signature on File)

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of the Authorized Representative authorizing said funds transfer on behalf of the Party.

SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price: \$810,000.00

Net Amount Financed: \$810,000.00

Equipment Location:

**153 N 100 EAST
LEHI, UT 84043**

Equipment Description:

VARIOUS VEHICLES: VAC TRUCK, BUCKET TRUCK AND POWER LINE PULLER

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **1000147095** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

**ESCROW FUNDING SCHEDULE ADDENDUM
AND ARBITRAGE CERTIFICATE**

Dated as of: **NOVEMBER 13, 2020**

Lease Schedule No.: **1000147095**

Lessee: **LEHI CITY CORPORATION**

Escrow Agent: **DEUTSCHE BANK TRUST COMPANY AMERICAS**

Escrow Agreement dated as of: **NOVEMBER 13, 2020**

Amount To Be Deposited Into Escrow: **\$810,000.00 ("Lessor's Deposit")**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing a fund ("Equipment Acquisition Fund") from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into escrow as is required by the Escrow Agreement, which amount shall be credited to the Equipment Acquisition Fund. Lessee shall pay the balance of the Purchase Price of the Equipment, either by deposit in escrow to the Equipment Acquisition Fund or by direct payment to the Suppliers of the Equipment.

3. The Lease Term of the Lease shall commence on the earlier of the date specified in the Payment Schedule to the Schedule or the date of Lessor's deposit of funds into the Equipment Acquisition Fund. Notwithstanding the statements regarding delivery and acceptance of the Equipment in the Schedule, the parties acknowledge that the Equipment will be accepted as provided in the Escrow Agreement.

4. The delivery of documents and the satisfaction of any other conditions required by the Escrow Agreement or this Addendum shall be additional Funding Conditions for the Lease.

5. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

6. The opinion of Lessee's legal counsel will include statements to the same effect as the representations of Lessee in paragraph 5 above.

7. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

8. **ARBITRAGE CERTIFICATE.** The authorized representative of Lessee who executes this Addendum hereby certifies that he/she is the duly qualified and acting representative of Lessee with the title set forth below his/her signature hereon; that Lessee has executed and delivered the Schedule and the Master Lease (collectively, the "Lease"); that Lessee is a political subdivision of the State identified in the Lease; and that in his/her official capacity as such officer he/she is responsible for executing and delivering, on

behalf of the Lessee, the Lease and this Addendum. This paragraph of this Addendum (hereinafter, this paragraph shall be identified as the "Arbitrage Certificate") is being issued by Lessee as a "no arbitrage certificate" pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148.11 (the "Regulations"). Lessee represents and warrants to Lessor that the following facts, estimates and circumstances are in existence on the date of this Arbitrage Certificate or are reasonably expect to occur hereafter.

(a) The Lease provides for the lease of the Equipment described in the Lease by Lessor to Lessee. Under the Lease, Lessee is required to make Rent Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts stated in the Payment Schedule to the Lease.

(b) Pursuant to the Lease and for the purpose of meeting its obligations thereunder and assuring the Lessee of the availability of monies needed to pay the cost of the Equipment when due, Lessee, Lessor and the Escrow Agent have executed the Escrow Agreement.

(c) Contracts or purchase orders providing for the acquisition and delivery of the Equipment have been issued by Lessee to Equipment Vendors therefor and the Equipment will be acquired and installed with due diligence. Based upon the provisions of the contracts or purchase orders, the Equipment will be acquired and installed no later than **eighteen (18) months** from the date of the Escrow Agreement ("Funding Expiration Date").

(d) The Escrow Agreement provides that Lessor shall deposit the Lessor's Deposit into escrow to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and utilized to pay for the Equipment as provided therein. It is presently expected that all such funds initially credited to the Equipment Acquisition Fund shall be disbursed to pay for the Equipment, but any such amounts ultimately determined not to be needed for such purposes and the interest earnings on the amounts held in escrow shall be utilized on or after the Funding Expiration Date to pay part of the principal due under the Lease, as provided in the Escrow Agreement.

(e) All of the spendable proceeds of the Lease will be expended on the Equipment and related expenses on or before the Funding Expiration Date.

(f) The original proceeds of the Lease, and interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

(g) The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

(h) No sinking fund is expected to be created by Lessee with respect to the Lease and Rental Payments.

(i) Lessee represents, warrants and covenants to one of the following statements of this clause (i) as is initialed by Lessee below [and if Lessee fails to initial its selection, then subclause (A) shall be deemed to have been selected by Lessee]:

_____ (A) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 18 months of the date of the Escrow Agreement in accordance with the following schedule:

No less than 15% within 6 months of the date of the Escrow Agreement;
No less than 60% within 12 months of the date of the Escrow Agreement; and
No less than 100% within 18 months of the date of the Escrow Agreement.

_____ (B) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 6 months of the date of the Escrow Agreement.

_____ (C) Lessee qualifies for the "small issuer" exemption in section 148(f)(4)(D) of the Code because all of the following are true: (1) Lessee is a governmental unit with general taxing powers, and (2) the Lease is not a "private activity bond" as defined in Section 141 of the Code, and (3) 95% or more of the proceeds of the Lease shall be used for the governmental activities of Lessee, and (4) the aggregate face amount of all tax exempt bonds and other tax exempt obligations (other than "private activity bonds") issued by Lessee (and any subordinate entities of Lessee as contemplated by Section 148(f) of the Code) during the calendar year in which the Lease is issued is not reasonably expected to exceed \$5,000,000.00.

(j) Lessee hereby covenants that Lessee shall comply with all of the requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America (including, without limitation Section 148(f) of the Code) and will rebate to the United States of America all arbitrage profit required thereby.

(k) To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations.

(l) Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

9. If there is a partial prepayment of principal pursuant to the terms of either clause (c) of Section 2.04 second of the Escrow Agreement or clause (c) of Section 2.05 second of the Escrow Agreement, then in addition to the payment of the Partial Principal Amount, a Break Funding Charge (as defined below) shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap"). The "Break Funding Charge" equals the present value of the difference between (i) and (ii) for each interest period discounted to a net present value as of the date of prepayment using the fixed interest rate of the Replacement Swap. Lessee acknowledges that (i) Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the Break Funding Charge is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease and (ii) all calculations and determinations by the Lessor of the Break Funding Charge or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

10. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

LEHI CITY CORPORATION
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

ESCROW RECEIPT CERTIFICATE/PAYMENT REQUEST

Dated: _____, 20__

Lease Schedule No: 1000147095 dated NOVEMBER 13, 2020

Escrow Agreement Dated: NOVEMBER 13, 2020

1. The undersigned Lessee of the above Lease Schedule and its Master Lease-Purchase Agreement (collectively, the "Lease") hereby acknowledges receipt in good condition of all of the Equipment described on Schedule A-1 to this Receipt Certificate/Payment Request as of the following Acceptance Date and hereby confirms that the Equipment has been installed at the following location:

Acceptance Date: _____

Equipment Location: See Attached Schedule A-1

***** **FINAL REQUEST:** Yes OR No (Please Circle Choice) *****

If this is the **FINAL REQUEST** Lessee hereby confirms that said Equipment together with all other property covered by Receipt Certificates delivered prior to this Receipt Certificate represents **all** of the Equipment to be subject to the Lease.

2. Lessee agrees that (a) the undersigned Lessor has not selected, manufactured, sold or supplied any of the Equipment, (b) Lessee has selected all of the Equipment and its suppliers, and (c) Lessee has received a copy of, and approved, the purchase orders or purchase contracts for the Equipment.
3. **AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED, INSPECTED AND APPROVED ALL OF THE EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS OR CONTRACTS AND ALL APPLICABLE SPECIFICATIONS; (c) LESSEE IRREVOCABLY ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS" WITH ALL FAULTS; AND (d) LESSEE UNCONDITIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO REVOKE ITS ACCEPTANCE OF THE EQUIPMENT.**
4. Lessee and Lessor hereby request that the Escrow Agent identified in the above Escrow Agreement pay from the Equipment Acquisition Fund established under the Escrow Agreement to each party designated below as Payee, the amount stated below in payment of all or part of the Purchase Price (as such term is used in the Escrow Agreement) as stated below. Lessee hereby confirms that said amount is due and payable under a purchase order or contract relating to the Equipment described herein and has not formed the basis of any prior request for payment.

Payee #1:

Name: _____

Address: _____

Invoice Number: _____ Date: _____

Amount: \$ _____

WIRE INSTRUCTIONS:

Name of Bank: _____

ABA No: _____

Account Number: _____

Account Name: _____

Payee #2:

Name: _____

Address: _____

Invoice Number: _____ Date: _____

Amount: \$ _____

WIRE INSTRUCTIONS:

Name of Bank: _____

ABA No: _____

Account Number: _____

Account Name: _____

Payee #3:

Name: _____

Address: _____

Invoice Number: _____ Date: _____

Amount: \$ _____

WIRE INSTRUCTIONS:

Name of Bank: _____

ABA No: _____

Account Number: _____

Account Name: _____

5. If this is a Final Request, then this Receipt Certificate/Payment Request shall constitute a Full Funding Notice and if any funds remain in the Equipment Acquisition Fund established pursuant to the Escrow Agreement (including any remaining amount of the Lessor's Deposit and/or any earnings thereon; collectively referred to as the "Escrow Balance"), then Lessee hereby directs Escrow Agent to pay the Escrow Balance as follows: (a) to Lessee if the Escrow Balance is less than \$500.01; and (b) otherwise to Lessor and Lessor is hereby authorized to apply the Escrow Balance as follows: (i) If Escrow Balance is less than interest paid on the Lease during the previous 18 months the Escrow Balance will be reimbursed to the Lessee (ii) if the Escrow Balance is equal to or less than the next Rent Payment due under the Lease, apply the Escrow Balance to said Rent Payment; or (iii) if the Escrow Balance is greater than the next Rent Payment due under the Lease, apply the Escrow Balance as a partial prepayment of principal under the Lease and Lessor is authorized to send a revised Payment Schedule for the Lease that reflects said prepayment.

6. Lessee will confirm wire instructions by telephone (if required by Lessor) by designating an Authorized Contact ("Contact") for Lessee below. This Contact must be someone who has the requisite knowledge to verify the instructions outlined above AND must be someone other than the authorized signer hereto. Lessee should consider designating more than one Contact to avoid funding delays.

LEHI CITY CORPORATION

(Lessee)

By: _____

Title: _____

Contact #1:

Name: _____

Title: _____

Direct Telephone: _____

General Telephone: _____

Contact Signature: _____

Contact #2:

Name: _____

Title: _____

Direct Telephone: _____

General Telephone: _____

Contact Signature: _____

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

SCHEDULE A-1

Equipment Description

(This Schedule A-1 is attached to a Receipt Certificate/Payment Request relating to the Lease Schedule.)

Lease Schedule No: 1000147095 dated NOVEMBER 13, 2020

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: _____

Equipment Description: _____

Requesting Escrow Disbursement

To request an escrow disbursement, the following documents should be emailed to:

cefi.escrow.disbursement.request@jpmchase.com

Excel Spreadsheet (required when more than 5 invoices are submitted for payment)

- Include Excel spreadsheet listing the following information

Vendor Name	Invoice #	Equip.Descpt	VIN/Serial #	Invoice Amount

Invoice(s)

- ✓ Should have a clear description of the equipment including Serial Numbers
- ✓ Should reflect the total amount of the equipment, along with any progress payment due
- ✓ The Purchaser shown on the invoice
- ✓ **Wire Transfer instructions of the vendor**

If **reimbursement** for previously paid invoices is being requested, also provide Proof of Payment:

- ✓ Copy of the Wire Confirmation
- ✓ Copy of cancelled check front and back
- ✓ Bank Wiring instructions for the account where the funds are to be deposited

If the escrow disbursement is **for titled vehicles**:

- ✓ Copy of the Title/MSO front and back or Copy of the Title Application showing:
- ✓ Purchaser = Legal Entity name of client as shown on the Lease Financing Documents
- ✓ Lienholder = JPMorgan Chase Bank, N.A., 1111 Polaris Parkway, Suite 4N, OH1-1085, Columbus, OH 43240
(LA does not require JPMorgan Chase Bank, N.A. to be listed as lien holder on title applications.)

Completing the Payee Information on the Authorization Form

- ✓ The payee name should reflect who we are disbursing funds to
- ✓ Multiple invoices can be grouped together for a unique vendor (please include a spreadsheet of each of the invoices to be paid and note "see attached" on the invoice detail line).
- ✓ Disbursement requests **must be signed by an authorized signer as shown on the Certificate of Incumbency, Resolution or Schedule 2 of the escrow agreement.**
- ✓ Certain Wire transfers will require a callback performed on a recorded line to verify wiring instructions to us on the payment request form. In order to expedite this process, please provide Loan Contact information on Page 3 of the payment request form.

Insurance certificate is required for all delivered equipment which certificate includes and is not limited to:

1. PHYSICAL DAMAGE
 - a. Replacement cost coverage for the equipment (physical damage coverage for vehicles) identified on the attached Schedule A-1 and the equipment cost referenced on same.
 - b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Lender's Loss Payee.
2. LIABILITY
 - a. General liability and Auto liability coverage as required must be provided in the amount of **1,000,000.00**, or in the State of Texas in the amount of \$300,000.00.
 - b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Additional Insured.
3. Please reference the Insurance Request Letter for further details.

When the FINAL disbursement from the escrow account is requested, please complete, sign and send the Receipt Certificate/Payment Request form marked as Final so we can disburse funds and close the escrow account.

SIGN UP . . . FOR AUTOMATED BILL PAYMENT

Please complete ALL Sections and return this form:

I authorize **JPMORGAN CHASE BANK, N.A.** to make withdrawals from the account listed below. I understand that I control my withdrawals for payments on leases and loans. If at any time I decide to discontinue this payment service, I will notify the biller. **I also understand that any future leases and loans will automatically be set up with auto debit withdrawals unless JPMorgan Chase Bank, N.A. elects to the contrary. All assessments and other fees payable under the leases and loans will be withdrawn with rental/installment payments unless otherwise instructed.**

(PLEASE PRINT)

Customer Information:

Financial Institution:

Name:	LEHI CITY CORPORATION		Name:			
Address:	153 NORTH 100 EAST		Address:			
City:	LEHI		City:			
State:	UT	Zip: 84043-0255	State:		Zip:	

Account Type (check one) ☐ Checking ☐ Savings

Routing /ABA Number _____ Account Number _____

(Please enclose a voided check)

Biller Information:

Your JPMorgan Chase Bank, N.A. Account Number(s) as Shown on Agreement or Invoice.
(A sign up form is required for each unique financial institution account and routing/ABA number.)

1000145887 AS WELL AS ANY EXITING ACCOUNTS

Notice to Customer - This agreement authorizes the periodic transfer of funds from your account at the financial institution listed on this sign up form by electronic means. Your rights and liabilities under this agreement are governed in part by federal laws and regulations dealing with electronic fund transfers. You should consult your agreement with the financial institution, which holds your account for a more complete disclosure of your legal rights. Withdrawal amount may change to reflect the payment schedule defined in the agreement. This authorization and change of payment method will not modify or amend the agreement, including any rights or remedies of JPMorgan Chase Bank, N.A. The biller reserves the right to discontinue this payment service at biller's discretion and upon notice to the customer.

Authorized Signature

Date

Telephone No.

Do Not Enclose Payment!

**Mail to: JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, Ohio 43240
Phone: 1-800-678-2601 Option #2
Or
Email: JPMEF.Portfolio.Service@JPMORGAN.com**

THINGS YOU NEED TO KNOW ABOUT AUTOMATED BILL PAYMENT

Q. How do I sign up?

A. Complete all sections of this form, sign, enclose a voided check and mail or email to **JPMEF.Portfolio.Service@JPMORGAN.com**.

Q. Once I have enrolled in the automated bill payment will JPMorgan Chase Bank, N.A. give me notice of when my automated bill payment will begin?

A. Yes. You will be notified by mail in advance of your actual start date. Typically, it will take 4 to 6 weeks before you will begin. Please continue to pay until notification is received.

Q. When will the payment amounts be taken out of my checking or savings account?

A. The periodic payment will be deducted from your checking or savings account automatically by JPMorgan Chase Bank, N.A. on the payment due date. If the payment due date falls on a weekend or holiday the payment will be deducted on the next business day.

Q. What if I have a question about my bill payment or want to stop the automated payment plan?

A. Simply call us at **1-800-678-2601 Option #2**.

Q. How can I be sure my bill has been paid?

A. Your payment will be clearly itemized on your bank's monthly account statement.

Q. Is there a charge for this service?

A. No. You are a valued customer and we offer this service free of charge.

Q. If I've already signed up, must I complete the form again?

A. Only if you are adding or changing the financial institution account and/or routing/ABA numbers.

Q. How will I be billed for assessments?

A. Assessments such as personal property tax and fees will be deducted with your rental payment unless otherwise instructed by you in writing.

City Council Agenda Item Report

Meeting Date: November 10, 2020

Submitted By: Teisha Wilson

Submitting Department:

Item Type: Resolution

Agenda Section: Regular Agenda

Subject:

Consolidated Fee Schedule Amendment

a. Public Hearing

b. Consideration of Resolution #2020-73, amending the Lehi City Consolidated Fee Schedule for pavilion reservations, room rentals, and landfill punch cards.

Suggested Action:

Attachments:

[Res 2020-73.docx](#)

[2021 FeeSchedule Just Changes.pdf](#)



RESOLUTION NO. 2020-73

**A RESOLUTION AMENDING THE LEHI CITY CONSOLIDATED FEE SCHEDULE
FOR PAVILLION REVERVATIONS, ROOM RENTALS, AND LANDFILL PUNCH
CARDS.**

WHEREAS, Ordinances enacted by the Lehi City Council provide for the establishment and revision of the City Fee Schedule by Resolution; and

WHEREAS, it is necessary, from time to time, to update said fee schedule; and

THEREFORE, BE IT RESOLVED by the City Council of Lehi City that the following rates be hereby adopted and implemented as outlined in Exhibit A.

Approved and Adopted by the City Council of Lehi City this 10th day of November, 2020

Mark Johnson, Mayor

Attest:

Teisha Wilson, City Recorder

Lehi City FY 2021 Fee Schedule

Parks and Buildings

Fee Information	Approved FY 2018		Approved FY 2019		Approved FY 2020		Proposed FY 2021	
	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	Resident
Pavilion Reservation:								
Allred Park / full day	\$80	\$55	\$80	\$55	\$80	\$55	\$80	\$55
Allred Park / half day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Bandwagon Park East / full day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Bandwagon Park East / half day	\$40	\$25	\$40	\$25	\$40	\$25	\$40	\$25
Bandwagon Park West / full day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Bandwagon Park West / half day	\$40	\$25	\$40	\$25	\$40	\$25	\$40	\$25
Dry Creek Park / full day	\$80	\$55	\$80	\$55	\$80	\$55	\$80	\$55
Dry Creek Park / half day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Dry Creek Park East Pavilion / full day	-	-	-	-	\$80	\$55	\$80	\$55
Dry Creek Park East Pavilion / half day	-	-	-	-	\$55	\$40	\$55	\$40
Eagle Summit Park / full day	\$80	\$55	\$80	\$55	\$80	\$55	\$80	\$55
Eagle Summit Park / half day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Exchange Park / full day							\$55	\$40
Exchange Park / half day							\$40	\$25
Olympic Park / full day	\$80	\$55	\$80	\$55	\$80	\$55	\$80	\$55
Olympic Park / half day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Osier Park / full day	-	-	-	-	\$80	\$55	\$80	\$55
Osier Park / half day	-	-	-	-	\$55	\$40	\$55	\$40
Outdoor Pool Park / full day	\$80	\$55	\$80	\$55	\$80	\$55	\$80	\$55
Outdoor Pool Park / half day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Sports Complex West-South / full day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Sports Complex West-South / half day	\$40	\$25	\$40	\$25	\$40	\$25	\$40	\$25
Sports Complex Horseshoe / full day							\$55	\$40
Sports Complex Horseshoe / half day							\$40	\$25
Sports Complex North (Fields) / full day							\$55	\$40
Sports Complex North (Fields) / half day							\$40	\$25
Triumph Park / full day							\$55	\$40
Triumph Park / half day							\$40	\$25
Wines Park #1 / full day	\$80	\$55	\$80	\$55	\$80	\$55	\$80	\$55
Wines Park #1 / half day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Wines Park #2 / full day	\$80	\$55	\$80	\$55	\$80	\$55	\$80	\$55
Wines Park #2 / half day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Wines Park #3 / full day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Wines Park #3 / half day	\$40	\$25	\$40	\$25	\$40	\$25	\$40	\$25
Wines Park #4 / full day	\$55	\$40	\$55	\$40	\$55	\$40	\$55	\$40
Wines Park #4 / half day	\$40	\$25	\$40	\$25	\$40	\$25	\$40	\$25
Special events maintenance fee (per hour)	\$150	\$125	\$150	\$125	\$150	\$125	\$150	\$125
Willow Park Pavilion/Campground Fees (check-out 1:00 pm)								
Group Areas Pavilion #1, #5, #6, #8, #9, #10 / half day / per group area								\$65
Group Areas Pavilion #1, #5, #6, #8, #9, #10 / full day / per group area								\$100
Group Areas #1, #5, #6, #8, #9, #10 / overnight camping / per group area								\$175
Areas #3, #7, #11, #12, #13 / Overnight camping / per site (no more than 2 vehicles or 10 people per site)								20 \$25
Areas #2, #4 / overnight camping / per site (only available on first come first serve basis)								\$20
Impact Fee:								
Residential / dwelling unit	\$2,600		\$2,772.98		\$2,772.98		\$2,772.98	
Multi-Family / dwelling unit	\$2,170		\$2,415.41		\$2,415.41		\$2,415.41	

City Recorder

Fee Information	Approved FY 2018		Approved FY 2019		Approved FY 2020		Proposed FY 2021	
Election Registration	\$35		\$35		\$35		\$35	
Audio Recording CD / meeting	\$5		\$5		\$5		\$5	
GRAMA Request rates / hour:								
Department Heads	\$55		\$55		\$55		\$55	
Supervisory Staff	\$45		\$45		\$45		\$45	
Professional Staff	\$35		\$35		\$35		\$35	
Support Staff	\$25		\$25		\$25		\$25	
GRAMA Request copies:								
GIS Maps:								
24" x 36" Color	\$10		\$10		\$10		\$10	
17" x 24" Color	\$5		\$5		\$5		\$5	
11" x 17" Color	\$3		\$3		\$3		\$3	
> 24" x 36" / linear foot	\$2		\$2		\$2		\$2	
Other GRAMA Copies:								
Up to 11" x 17" Color	\$0.25		\$0.25		\$0.25		\$0.25	
Up to 11" x 17" Black & White	\$0.10		\$0.10		\$0.10		\$0.10	

Lehi City FY 2021 Fee Schedule

Police and Code Enforcement

Fee Information	Approved FY 2018	Approved FY 2019	Approved FY 2020	Proposed FY 2021
Traffic School (+ Plea in Abeyance fine)	\$65	\$65	\$65	\$65
Small Claims: (as established by the Utah State Courts)				
Up to \$2,000	\$60	\$60	\$60	\$60
\$2,001 - \$7,499	\$100	\$100	\$100	\$100
\$7,500 - \$10,000	\$185	\$185	\$185	\$185
Counterclaim up to \$2,000	\$50	\$50	\$50	\$50
Counterclaim \$2,001 - \$7,499	\$70	\$70	\$70	\$70
Counterclaim \$7,500 - \$10,000	\$120	\$120	\$120	\$120
Appeal	\$10	\$10	\$10	\$10
Police Report Copies:				
Resident	\$5	\$5	\$5	\$5
or / page (whichever is greater)	\$0.25	\$0.25	\$0.25	\$0.25
Non-Resident	\$15	\$15	\$15	\$15
or / page (whichever is greater)	\$0.25	\$0.25	\$0.25	\$0.25
Video Tape or CD / copy	\$30	\$30	\$30	\$30
Processed Color Photo	\$25	\$25	\$25	\$25
Digital Color Photo Printout / page	\$5	\$5	\$5	\$5
Fingerprinting:				
Resident	\$10	\$10	\$10	\$10
Non-Resident	\$25	\$25	\$25	\$25
False Alarm:				
Intrusion/Burglar (if > 3 / year) / alarm	\$100	\$100	\$100	\$100
Duress/Hold-Up (if > 3 / year) / alarm	\$100	\$100	\$100	\$100
Animal Control:				
Animal Trap - refundable deposit	-	-	-	\$75
Animal Trap - per week charge	-	-	-	\$10
Impact Fee:				
Per ERU	\$98	\$98	\$98	\$98
Broadbent Community Room Rental				
Resident/Lehi City Employee - per hour				\$50
Non Resident - per hour				\$60
Deposit				\$200

Library

Fee Information	Approved FY 2018	Approved FY 2019	Proposed FY 2020	Proposed FY 2021
Library Card				
Resident	Free	Free	Free	Free
Non-Resident / year	\$80	\$80	\$80	\$80
Non-Resident / 6 months	\$40	\$40	\$40	\$40
Reciprocal Borrower / year	\$40	\$40	\$40	\$40
Reciprocal Borrower / 6 months	\$20	\$20	\$20	\$20
Replacement of Card	\$3	\$3	\$3	\$3
Check Out Fees				
DVD/Blu-ray/Video / week	\$1	\$1	\$1	\$1
Inter-Library Loan / item	\$5	\$5	\$5	\$5
Inter-Library Loan kits / kit	\$10	\$10	\$10	\$10
Copies				
Letter size	\$0.10	\$0.10	\$0.10	\$0.10
Legal size	\$0.15	\$0.15	\$0.15	\$0.15
Printing	\$0.10	\$0.10	\$0.10	\$0.10
Used book sales	\$0.50 - \$1.00	\$0.50 - \$1.00	\$0.50 - \$1.00	\$0.50 - \$1.00
Fines				
Overdue items (except DVD/Blu-ray/Video) / day	\$0.10	\$0.10	Discontinue	-
Overdue Inter-Library Loan (any item) / day	\$1	\$1	Discontinue	-
Overdue DVD/Blu-ray/Video / day	\$1	\$1	Discontinue	-
Damage				
Repairable Damage	\$2 - \$14	\$2 - \$14	up to full cost of item	up to full cost of item
Major Damage (not repairable)	full cost of item	full cost of item	full cost of item	full cost of item

Lehi City FY 2021 Fee Schedule

Planning & Zoning-continued

Fee Information (cont.)	Approved FY 2018	Approved FY 2019	Approved FY 2020	Proposed FY 2021
Revision to Approved Dev. Agreement	\$2,500	\$2,500	\$2,500	\$2,500
Replacement of Development Bonds / bond	\$350	\$350	\$350	\$350
Pub. Improvement Inspect. base (% of bond)	1.4%	1.4%	1.4%	1.4%
+ / linear ft. T.V. fee for sewer lines	\$0.45	\$0.45	\$0.45	\$0.45
+ / linear ft. T.V. fee for storm drain lines	\$0.45	\$0.45	\$0.45	\$0.45
First Extension of Development Approval	\$250	\$250	\$250	\$250
If made after original expiration date	\$500	\$500	\$500	\$500
+ additional extension requests	\$500	\$500	\$500	\$500
Grading Permit first 20 acres	\$100	\$100	\$100	\$100
+ / each additional 20 acres	\$100	\$100	\$100	\$100
GIS Maps:				
24" x 36" Color	\$10	\$10	\$10	\$10
17" x 24" Color	\$5	\$5	\$5	\$5
11" x 17" Color	\$3	\$3	\$3	\$3
> 24" x 36" / linear foot	\$2	\$2	\$2	\$2
Copies:				
11" x 17" Color	\$0.25	\$0.25	\$0.25	\$0.25
11" x 17" Black & White	\$0.10	\$0.10	\$0.10	\$0.10
8.5" x 11" Color	\$0.25	\$0.25	\$0.25	\$0.25
8.5" x 11" Black & White	\$0.10	\$0.10	\$0.10	\$0.10
Flash Drive (For pre-construction plans copies only)	-	\$75	\$75	\$75
Books:				
Design Standards	\$10	\$10	\$10	\$10
Development Code	\$10	\$10	\$10	\$10
Downtown Revitalization Plan	\$20	\$20	\$20	\$20
Impact Fees (1st year Sept 12, 2018 - Sept 11, 2019)	-	\$1,500	\$1,500	\$1,500
Impact Fees (effective September 12, 2019)	-	\$4,253	\$4,253	\$4,253

Senior Citizen Center

Fee Information	Approved FY 2018	Approved FY 2019	Approved FY 2020	Proposed FY 2021
Membership - Annual	\$5	\$5	\$5	\$5
Lunch (established by Mountainland Association of Governments)				
+ for salad	-	-	-	-
+ / case of 24 of Ensure	\$20	\$20	\$20	\$20
+ / case of 24 of Glucerna	-	-	\$30	\$30
+ for salad	-	-	-	-
Facility Rental				
Small room rental	\$25	\$25	\$25	\$25
Over 60 / hour (Birthday or Anniversary)	\$25	\$25	\$25	\$25
Other / hour	\$50	\$50	\$50	\$50
Non-Resident / hour	\$60	\$60	\$60	\$60
+ deposit	\$500	\$500	\$500	~~\$500~~ 200

Treasurer

Fee Information	Approved FY 2018	Approved FY 2019	Approved FY 2020	Proposed FY 2021
Utility Sign-up Processing	\$30	\$30	\$30	\$30
Disconnect/connect fee (Water and Power)	\$50	\$50	\$50	\$50
Utility Verification	\$50	\$50	\$50	\$50
Overdue Charge / month (if past 30 days)	1.5%	1.5%	1.5%	1.5%
Returned Check	\$20	\$20	\$20	\$20
Commercial Utility Deposit	-	-	-	-
Temporary power meter deposit	\$200	\$200	\$200	\$200

Lehi City FY 2021 Fee Schedule

Information Center

Fee Information	Approved FY 2018	Approved FY 2019	Approved FY 2020	Proposed FY 2021
Dumpster Rental / dumpster	\$150	\$150	\$150	\$150
+ 1 additional trip to dump	\$100	\$100	\$100	Discontinue
Landfill Transfer Station Punch Card:				
First ~~3~~ Punch Card ~~within the year~~ (1 per year for residents who pay garbage to Lehi City)	Free	Free	Free	Free
Second Card ~~within the year~~	\$10	\$10	\$10	~~40~~ Discontinue
Third Card ~~within the year~~	\$30	\$30	\$30	~~30~~ Discontinue
Fourth Card ~~within the year~~	\$50	\$50	\$50	~~50~~ Discontinue
Lehi History Book (Earlier Version)	\$15	\$15	\$15	\$15
Both books	\$40	\$40	\$40	\$40
Lehi History Book (Latest Version)	\$35	\$35	\$35	\$35
Business License				
Home-Occupied Business (no impact)	\$40	-	-	-
Home-Occupied Business (impact)	\$40	\$40	\$40	\$40
Base Fee	\$80	\$80	\$80	\$80
Fireworks	\$40	\$40	\$40	\$40
Seasonal/Temporary (Christmas tree lot, snow cone shack, etc)	\$40	\$40	\$40	\$40
Beer License	\$150	\$150	\$150	\$150
Single event alcohol	\$50	\$50	\$50	\$50
Alcohol License	\$300	\$300	\$300	\$300
Solicitor (per person)	\$50	\$50	\$50	\$50
Late Fee	25% of the renewal fee if not paid by February 15th	25% of the renewal fee if not paid by February 15th	25% of the renewal fee if not paid within 45 days of renewal date	25% of the renewal fee if not paid within 45 days of renewal date
Animal Shelter: (as established by NUVAS)				
Dog License - 1 year (if spayed or neutered)	\$15	\$15	\$15	\$15
Dog License - 2 year (if spayed or neutered)	\$20	\$25	\$25	\$25
Dog License - 3 year (if spayed or neutered)	\$30	\$35	\$35	\$35
Dog License - 1 year (if not spayed or neutered)	\$35	\$35	\$35	\$35
Dog License - 2 year (if not spayed or neutered)	\$65	\$65	\$65	\$65
Dog License - 3 year (if not spayed or neutered)	\$95	\$95	\$95	\$95
Passport				
Passport Application Fees*	\$25	\$35	\$35	\$35
(In addition to State Department Charges**)				
Processing Fee **	\$25	\$25	\$25	\$25
Photo Fee	\$10	\$10	\$10	\$10
Overnight Fee	Fee set by USPS	Fee set by USPS	Fee set by USPS	Fee set by USPS

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

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

Civil Fine Schedule

Fee Information	Approved FY 2018	Approved FY 2019	Approved FY 2020	Proposed FY 2021
Parking Violations:				
If paid within 5 business days:				
Overtime Parking (7-1-1)	\$25	\$25	\$25	\$25
Snow Removal (7-1-1)	\$25	\$25	\$25	\$25
Restricted Vehicles in Residential Zone (7-1-2)	\$25	\$25	\$25	\$25
Trailer on Roadway 12 hrs (7-1-2)	\$25	\$25	\$25	\$25
Parking Within 30' Sign or Signal (41-6A-1401)	\$25	\$25	\$25	\$25
Double Parking (41-6A-1401)	\$25	\$25	\$25	\$25
Parking Within Intersection (41-6A-1401)	\$25	\$25	\$25	\$25
Parking Out of Stall (41-6A-1401)	\$25	\$25	\$25	\$25
Parking Within 20' of Crosswalk (41-6A-1401)	\$25	\$25	\$25	\$25
Blocking Driveway (41-6A-1401)	\$25	\$25	\$25	\$25
Abandoned Vehicle 48 hrs (41-6A-1408)	\$25	\$25	\$25	\$25
Red Curb, Yellow Curb, Sign (41-6A-1401)	\$30	\$30	\$30	\$30
Parking On or Over Sidewalk (41-6A-1401)	\$30	\$30	\$30	\$30
Parking in Firelane (41-6A-1401)	\$30	\$30	\$30	\$30
Parking Within 15' Fire Hydrant (41-6A-1401)	\$30	\$30	\$30	\$30
Parked Facing Traffic (41-6A-1402)	\$30	\$30	\$30	\$30
Disability Space (41-1A-414)	\$125	\$125	\$125	\$125
Any Other Parking Violation under City Code or State Law	\$25	\$25	\$25	\$25
If Applicable; +/- any towing and storage fees	100%	100%	100%	100%
If Paid Between 6-10 business days (multiplied by base fine amt)	x2	x2	x2	x2
If Paid After 10 business days (multiplied by base fine amt)	x3	x3	x3	x3